

Attachment 2

FARM AND GRAZING LEASE

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

THIS FARM AND GRAZING LEASE (the "Lease") is made and entered into by and between Williamson County, Texas, being a political subdivision of the State of Texas, hereinafter referred to as "Lessor", and Mary Brett Covington, hereinafter referred to as "Lessee."

In consideration of the rent and the covenants herein contained on the part of Lessee to be kept and performed, the Lessor does hereby lease, demise and let unto the Lessee, and the Lessee hires and rents the SURFACE ONLY, excluding the minerals, of three (3) tracts of land containing approximately 343 acres, more or less, situated in Williamson County, Texas, as described in Exhibits "A-1", "A-2" and "A-3" (the "Premises"), subject to the following terms and conditions:

ARTICLE 1: TERM OF LEASE

The total term of this Lease shall be four (4) years, commencing on the 1st day of April, 2016 (the "Commencement Date") and terminating on the 31st day of March, 2020 (the "Termination Date"), unless sooner terminated in accordance with this Lease. The four (4) separate lease periods that make up the total term of this Lease are as follows:

First Lease Period:	April 1, 2016 to March 31, 2017 (12 months)
Second Lease Period:	April 1, 2017 to March 31, 2018 (12 months)
Third Lease Period:	April 1, 2018 to March 31, 2019 (12 months)
Fourth Lease Period:	April 1, 2019 to March 31, 2020 (12 months)

ARTICLE 2: RENT; PAYMENT OF RENT

- A. Rent for First Lease Period:** Lessee agrees to pay to Lessor, as rent for the Premises, the sum of \$4308.08 for the First Lease Period.
- B. Rent Adjustments Following First Lease Period:** Following the First Lease Period, the rent will be adjusted on the first day of each successive Lease Period (the "Adjustment Date") to reflect increases in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region

(Base 1982-84 = 100) issued by the Bureau of Labor Statistics of the United States Department of Labor. The adjustments in the then current rent will be determined by multiplying the rental amount paid during the First Lease Period ("Initial Base Rent") by a fraction, the numerator of which is the index number for most recently released index before the annual anniversary date of the current Lease Period and the denominator of which is the index number for the first month of the First Lease Period. If the product is greater than the Initial Base Rent, Lessee will pay this greater amount as base rent until the next rental adjustment. The base rent for any Lease Period will never be less than the Initial Base Rent.

- C. Payment of Rent:** The payment of the total rental amount for each lease period shall be paid in two (2) separate equal installments, with the first installment being due on or before **April 1st** and the second installment being due on or before **October 1st** each lease period.
- D. Place of Payment:** All rental payments must be made payable to Williamson County and be hand delivered or mailed to the Williamson County Auditor's Office, Attn: Finance Director, 710 Main Street, Suite 301, Georgetown, Texas 78626.

ARTICLE 3: TAXES

Lessee agrees to pay any taxes levied against the crops and personal property and fixtures of Lessee in and about the Premises and any ad valorem taxes assessed against the Premises. If any taxes of Lessee are levied against Lessor or Lessor's property and Lessor pays those taxes, Lessee, on demand, shall reimburse Lessor for all taxes actually paid on Lessee's behalf. Lessee further agrees to pay, within thirty (30) days of receiving a statement from Lessor, all taxes, assessments and governmental charges of any kind and nature whatsoever levied or assessed against the Lessor's real property (i.e. ad valorem taxes).

ARTICLE 4: SUBORDINATION

This Lease and all rights of Lessee under it are and shall be subject to and subordinate to the rights of any debt holder now or hereafter having a security interest in the Premises or any other encumbrances Lessor desires to place on the property.

ARTICLE 5: USE OF PREMISES

Lessee shall use the Premises solely for the purpose of planting, raising and harvesting crops and/or grazing livestock, together with all other purposes and activities usually and customarily associated with a farming and/or ranching operation in Williamson County, Texas. Lessee agrees to not use the Premises for any purpose other than for planting, raising and harvesting crops, grazing of livestock or to alter the Premises, including clearing new roads, moving existing fences or erecting any new fences, or locating on the Premises any type of permanent or temporary improvement without Lessor's prior written

consent. Lessee further agrees to not hunt or fish the Premises or allow anyone else to do so. For purposes of this Lease, "livestock" shall mean cattle, horses, mules, asses, sheep, goats, llamas, alpacas, hogs and other animals usually and customarily associated with a farming and/or ranching operation in Williamson County, Texas. Lessee may not place any bison, nor any exotic animal or exotic fowl that is not indigenous to the State of Texas on the Premises unless otherwise consented to in writing by Lessor in advance.

ARTICLE 6: UTILITIES

Lessee shall pay or cause to be paid all charges for any water, electricity and any other utilities used on the Premises throughout the term of this Lease, including any costs of installation and connection fees.

ARTICLE 7: LESSEE'S COVENANTS

Lessee further covenants and agrees as follows:

A. To pay and provide the Rent for this Lease, as it is set out herein; to use the Premises in a careful and proper manner for the use specifically described herein; to commit or permit no waste or damages to the Premises; to conduct or permit no business or act that is a nuisance or may be in violation of any federal, state, or local law or ordinance; only use the Premises in such a prudent manner so as to preserve and protect the land and soil; to surrender the Premises on expiration or termination of this Lease in at least as good of a condition as the Premises was in on the date prior to Lessee's occupation of the Premises.

B. In relation to farming operations, cultivate the Premises in a timely, thorough, and farmer-like manner, employing the best methods of farming customarily practiced on like crops in the area.

C. In relation to livestock operations, use the highest standards of animal husbandry in grazing the Premises, employing the best methods of ranching customarily practiced on in the area.

D. Keep, repair and maintain all fencing, either existing or constructed during the terms of this Lease, in such manner and condition so that such fencing is sufficient and adequate to restrain livestock that Lessee may place upon the Premises.

E. Keep all gates on the Premises closed and locked, ingress to and egress from the Premises being at those places designated by Lessor and provide Lessor with all keys and/or combinations to each gate locking mechanism used by Lessee on the Premises.

F. Lessee assumes the risk of loss on all property and all improvements, including any crops or livestock, which are situated on the Premises. Lessee agrees to maintain at all times during this Lease, the insurance described herein below.

G. Upon termination of this Lease, Lessee agrees that all improvements situated on the Premises, whether such improvements were situated on the Premises prior to this Lease or placed on the Premises during this Lease, shall become the property of Lessor, or, at the option of the Lessor, Lessee, at Lessee's sole expense, shall remove all improvements and debris and restore the surface of the Premises to its original condition provided that Lessee placed such improvements on the Premises during the term of this Lease.

H. To permit Lessor to enter, inspect, and make such repairs to the Premises as Lessor may reasonably desire or show the Premises to prospective purchasers and tenants, at all reasonable times.

I. Lessee agrees that it is solely responsible for making all alterations, additions, or improvements necessary to the Premises to cause the Premises and its intended use to be in compliance with any laws, rules, ordinances, development codes or regulations of any applicable governmental authority, entity, or body, including, without limitation, the Federal Government, the local municipality, the County of Williamson, and the State of Texas and the rules and regulations of the United States Department of Agriculture and the Texas Agriculture Commissioner. The allocation of responsibility to Lessee for compliance with said laws, rules, ordinances, development codes or regulations is a material inducement for the parties to enter into this Lease. The costs incurred in causing the Premises and its intended use to be in compliance with said laws, rules, ordinances, development codes or regulations shall be solely borne by Lessee.

J. In the event this Lease is terminated early by Lessor, whether such termination is for cause or convenience, Lessee shall pay Lessor any and all rents and amounts, on a pro-rata basis, which were incurred and due prior to or as of the date this Lease is terminated. If Lessee has paid any portion of the annual rental amount in advance, Lessor shall return to Lessee, on a pro-rata basis, the proportion of rents that have been prepaid for any unused portion of a lease period.

ARTICLE 8: LESSOR'S COVENANTS

Lessor covenants and agrees to warrant and defend Lessee in the enjoyment and peaceful use and operation of the Premises during the term of this Lease, subject to the termination rights set forth herein.

ARTICLE 9: INDEMNIFICATION & INSURANCE

A. INDEMNIFICATION OF LESSOR: LESSOR SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM ANY USE OF THE PREMISES OR ANY NEARBY PREMISES USED BY LESSEE OR ANY PART THEREOF; OR CAUSED BY ANY DEFECT IN ANY BUILDING, STRUCTURE OR OTHER IMPROVEMENT THEREON; OR IN ANY EQUIPMENT OR OTHER FACILITY THEREIN; OR CAUSED BY OR ARISING FROM ANY ACT OR OMISSION OF LESSEE, OR OF ANY OF LESSEE'S AGENTS, EMPLOYEES, LICENSEES, OR INVITEES, OR BY OR FROM ANY ACCIDENT ON THE LAND OR ANY SURROUNDING PREMISES OR ANY FIRE OR OTHER CASUALTY THEREON, OR OCCASIONED BY THE FAILURE OF LESSEE TO MAINTAIN THE PREMISES IN SAFE CONDITION, OR ARISING FROM ANY OTHER CAUSE WHATSOEVER; AND LESSEE HEREBY WAIVES ON ITS BEHALF ALL CLAIMS AND DEMANDS AGAINST LESSOR FOR ANY SUCH LOSS, DAMAGE, OR INJURY OF LESSEE OR OF LESSEE'S AGENTS, EMPLOYEES, LICENSEES, OR INVITEES, AND HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD LESSOR ENTIRELY FREE AND HARMLESS FROM ALL LIABILITY FOR ANY SUCH LOSS, DAMAGE, OR INJURY OF OTHER PERSONS, AND FROM ALL COSTS AND EXPENSES ARISING THEREFROM. THE TERMS OF THIS INDEMNITY PROVISION SHALL SURVIVE ANY TERMINATION OF THIS LEASE.

B. Insurance: In order to insure the fulfillment of the above referenced indemnity provision, Lessee hereby agrees to maintain, at all times during the Term of this Lease, at Lessee's sole cost, a comprehensive public liability insurance policy protecting Lessor against all claims or demands that may arise or be claimed on account of Lessee's use of the Premises, in an amount of at least \$1,000,000.00, per occurrence of accident and/or injury, for injuries to persons and damages to real and/or personal property. Said insurance shall be written by a company or companies acceptable to Lessor, authorized to engage in the business of general liability insurance in the state of Texas, and name Lessor as an additional insured. Furthermore, said insurance shall be primary as to any other existing, valid, and collectible insurance. Lessee shall deliver to Lessor annual certificates demonstrating that said insurance is paid up and copies of the insurance policies issued by the insurance companies.

Lessee further agrees to maintain at all times during the Term of this Lease, at Lessee's cost, broad coverage fire and casualty insurance on its property and to provide Lessor with a copy of the policy and a certificate issued by the insurance company demonstrating that insurance is paid up.

Lessee shall, upon execution of this Lease, obtain a certified statement by each insurance carrier containing a clause providing that the insurance carrier will give Lessor 30 days' written notice before any cancellation shall be effective. The insurance policies shall be provided by Lessee and shall be for a period of at least one year.

ARTICLE 10: DEFAULTS BY LESSEE

In addition to the remedies specifically set forth herein and those available at law or in equity, if Lessee fails to perform or breaches any term, condition or covenant set forth in this Lease, and this failure or breach continues for ten (10) calendar days after a written notice specifying the required performance has been given to Lessee, Lessee shall be in default and Lessor may:

- A. enforce specific performance causing Lessee to strictly comply with and perform such term, condition or covenant; or
- B. may, but not be obligated to do so, enter the Premises and perform Lessee's obligations for the account of and at the expense of Lessee. Bills for all amounts paid by Lessor and all losses, costs, and expenses incurred by Lessor in connection with such performance by Lessor pursuant to this clause, including without limitation, all amounts paid and costs and expenses incurred by Lessor for any property, material, labor or services provided, furnished, or rendered or caused to be provided, furnished or rendered by Lessor to Lessee may be sent by Lessor to Lessee monthly or immediately, at Lessor's option, and shall be due and payable by Lessee to Lessor as additional rent within five (5) calendar days after same is sent to Lessee by Lessor; or
- C. terminate this Lease, without liability, by written notice to Lessee, in which event, the Lease hereby created shall terminate on the tenth (10th) day after such notice is given (the "Termination Date") and Lessee shall within such ten (10) day period vacate the Premises and surrender them to Lessor in the state required under this Lease, with Lessor having the right to reenter and repossess the Premises discharged of this Lease and to expel all occupants and to remove all property therefrom.

Upon the occurrence of any default, Lessor may enter and take possession of the Premises by self-help, by picking or changing locks if necessary, and may lock out Lessee or any other person who may be occupying the Premises, until the default is cured, without being liable for damages.

ARTICLE 11: DEFAULTS BY LESSOR

Defaults by Lessor are failing, within thirty (30) calendar days after receiving written notice from Lessee, to comply with any term, condition or covenant set forth in this Lease. In the event that Lessor fails to cure its default within the said thirty (30) calendar days, Lessee may, as Lessee's sole remedy, terminate this Lease.

ARTICLE 12: VOLUNTARY TERMINATION

Lessor or Lessee may terminate this Lease, without cause or liability, upon giving one-hundred eighty (180) calendar days written notice to the other party. Upon the termination of this Lease, Lessee will surrender the Premises peaceably to the Lessor and

pay Lessor all rental amounts owing as of the date of termination, on a pro-rata basis, and any other amounts that may be due hereunder as of the date of termination. In the event that Lessor exercises its right to terminate this Lease pursuant to this provision, Lessor shall be obligated to reimburse Lessee, on a pro-rata basis, the proportion of rents, if any, that have been prepaid for any unused portion of a lease period.

ARTICLE 13: INSOLVENCY, BANKRUPTCY, ETC., OF LESSEE

If Lessee is declared insolvent or adjudicated a bankrupt; if Lessee makes an assignment for the benefit of creditors; or if a receiver is appointed for Lessee, Lessor, without prejudice to its rights hereunder and at its option, may terminate this Lease and retake possession of the premises immediately and without notice to Lessee or any assignee, transferee, trustee, or any other person or persons, using force if necessary.

ARTICLE 14: LESSOR TO HAVE LIEN

Lessor will have a lien against all goods, equipment and other personal property of Lessee brought, stored, or kept on the Premises during the term of this Lease, in the aggregate amount of all rent, consideration, damages, and other sums that may at any time be owed by Lessee to Lessor under this Lease. In the event of any default by Lessee, Lessor may foreclose the lien in the same manner that a mortgage would be foreclosed.

ARTICLE 15: RIGHT TO SELL

It is understood and agreed that Lessor shall have the right to sell or assign its right, title and interest in the Premises, in whole or in part, at any time during the term of this Lease. If during the term of this Lease, the Premises are sold by Lessor to a third party, this Lease shall terminate. Not later than one hundred eighty (180) calendar days from the date in which Lessor gives Lessee notice that the Premises has been sold, Lessee shall vacate the Premises.

ARTICLE 16: ELECTION BY LESSOR NOT EXCLUSIVE

The exercise by Lessor of any right or remedy to collect rent or enforce its rights under this Lease will not be a waiver or preclude the exercise of any other right or remedy afforded Lessor by this Lease or by statute or law. The failure of Lessor in one or more instances to insist on strict performance or observations of one or more of the covenants or conditions of this Lease or to exercise any remedy, privilege, or option conferred by this Lease on or reserved to Lessor shall not operate or be construed as a relinquishment

or future waiver of the covenant or condition or the right to enforce it or to exercise that remedy, privilege, or option; that right shall continue in full force and effect. The receipt by Lessor of rent or any other payment or part of payment required to be made by Lessee shall not act to waive any other additional consideration, rent or payment then due. Even with the knowledge of the breach of any covenant or condition of this Lease, receipt will not operate as or be deemed to be a waiver of this breach, and no waiver by Lessor of any of the provisions of this Lease, or any of Lessor's rights, remedies, privileges, or options under this Lease, will be deemed to have been made unless made by Lessor in writing.

ARTICLE 17: LIMITATIONS OF WARRANTIES

LESSEE ACKNOWLEDGES AND AGREES THAT, OTHER THAN AS MAY BE SPECIFICALLY SET FORTH HEREIN, LESSOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE NATURE, QUALITY OR CONDITION OF THE LEASED PREMISES, INCLUDING, WITHOUT LIMITATION, STRUCTURES, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE LEASED PREMISES, (C) THE SUITABILITY OF THE LEASED PREMISES FOR ANY AND ALL ACTIVITIES AND USES WHICH LESSEE MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE LEASED PREMISES OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, INCLUDING, WITHOUT LIMITATION, THE WILLIAMSON COUNTY AND CITIES HEALTH DISTRICT, THE AMERICANS WITH DISABILITIES ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, AND THE TEXAS ARCHITECTURAL BARRIERS ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, (E) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE LEASED PREMISES, OR (F) ANY OTHER MATTER WITH RESPECT TO THE LEASED PREMISES, AND SPECIFICALLY THAT LESSOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING SOLID WASTE, AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, OR THE DISPOSAL OR EXISTENCE, IN OR ON THE LEASED PREMISES, OF ANY HAZARDOUS SUBSTANCE, AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, AND APPLICABLE STATE LAWS, AND REGULATIONS PROMULGATED THEREUNDER. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE LEASED PREMISES, LESSEE IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE LEASED PREMISES AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY LESSOR. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE LEASED PREMISES WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT LESSOR HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION.

LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT THE LEASE OF THE LEASED

PREMISES AS PROVIDED FOR HEREIN IS MADE ON AN **"AS IS, WHERE IS"** CONDITION AND BASIS **"WITH ALL FAULTS"**. LESSEE ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THIS PARAGRAPH WERE A MATERIAL FACTOR IN THE DETERMINATION OF THE AMOUNT OF THE RENT AND CONSIDERATION TO BE PAID AND TENDERED FOR LESSEE'S USE OF THE LEASED PREMISES. THE TERMS OF THIS PARAGRAPH WILL SURVIVE ANY TERMINATION OF THIS LEASE.

ARTICLE 18: CONDEMNATION

If during the term of this Lease, all of the premises are taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right or eminent domain, or are sold to the condemning authority under threat of condemnation, this Lease will terminate, effective as of the date the condemning authority takes the premises. If only a part of the premises shall be so taken or sold, but the remainder of the premises is not capable of being used for the purposes set forth herein, Lessor may terminate this Lease, without liability, at any time within forty-five (45) calendar days following such taking or sale. Any and all payments made for or arising from any such taking or for damages to the premises resulting therefrom shall belong and be payable entirely to Lessor.

ARTICLE 19: MISCELLANEOUS PROVISIONS

A. Gender, Number and Headings. Words of any gender used in this Lease shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Lease. The captions and paragraphs or letters appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of the sections or articles of this Lease or affect this Lease in any way.

B. Place of Performance. This Lease shall be interpreted according to the laws of the State of Texas and shall be performed in Williamson County, Texas, and exclusive jurisdiction and venue shall lie in Williamson County, Texas.

C. Terms Inclusive. As used herein, the terms "Lessor" and "Lessee" include the plural whenever the context requires or admits.

D. Severability. If any provision of this Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Lease will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Lease is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be

reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Lease and be deemed to be validated and enforceable.

E. Governmental Immunity. Nothing in this Lease shall be deemed to waive, modify or amend any legal defense available at law or in equity to Lessor nor to create any legal rights or claim on behalf of any third party. Lessor does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

F. No Assignment or Lease by Lessee. Lessee may not sell or assign any interest granted herein or lease the Premises or any portion of the same or any portion of any improvement erected on said premises at any time without the prior written authorization and approval of Lessor.

G. No Indemnification by Lessor. Lessee acknowledges and agrees that Lessor, as a Texas Lessor and a political subdivision of the State of Texas, under the Constitution and the laws of the State of Texas, cannot enter into an agreement whereby it agrees to indemnify or hold harmless any other party, including but not limited to Lessee; therefore, all references of any kind, if any, to Lessor indemnifying, holding or saving harmless any other party, including but not limited to Lessee, for any reason whatsoever are hereby deemed void and deleted.

H. NOTICES. Any notice to be given hereunder shall be in writing and may be affected by personal delivery or in writing by certified mail, return receipt requested, addressed to the proper party, at the following address:

LESSOR: Williamson County Judge
710 Main Street, Suite 101
Georgetown, Texas 78626

LESSEE: At the address set forth on the signature page below.

I. Compliance with All Statutes and Regulations. Lessee, at its expense, shall ensure compliance with any and all State, Federal, City and Lessor (and any other such regulatory body as may exercise jurisdiction over Lessee and/or the Premises) laws, ordinances, regulations, or rules regarding the erection or installment of any improvements and all permitted activities upon the Premises.

J. Day. Unless otherwise specifically set forth in this Lease, a reference to a "day" shall mean a calendar day and not a business day.

K. Entire Agreement. This Lease and its addenda, if any, sets forth all the promises, agreements, conditions, and understandings between Lessor and Lessee relative to the Premises and supersedes any prior understandings or written or oral agreements between the parties with respect to the to the Premises. There are no other promises, agreements, conditions, or understandings, either oral or written, between them. No subsequent alteration, amendment, change, or addition to this Lease will be binding on Lessor or Lessee unless in writing and signed by them and made a part of this Lease by direct reference.

EXECUTED to be effective this _____ day of _____, 20_____.

Lessor:

Williamson County, Texas

By: _____

Dan A. Gattis,
Williamson County Judge

Lessee:

By: _____

Printed Name: Mary Brett Covington
Address: 1917 West Creek Loop
Round Rock, TX 78681

Exhibit "A-1"

Being 78.295 acres of the J.F. FERGUSON SURVEY, ABSTRACT NO. 231, in Williamson County, Texas, the same tract called 77 5/6 acres in a deed to H.N. Gattis which is recorded in Volume 349, Page 186, Deed Records of Williamson County, Texas.

BEGINNING at an iron pin set North of a cut off power pole fence corner post, in the South line of County Road 131, at the present Northwest corner of the said 77 5/6 acre tract, as fenced.

THENCE with the South line of County Road 131, N 70°12'15" E 732.88 feet to set an iron pin North of a cedar post. A post at a fence corner in the North line of County Road 131 bears N 75°21'30" W. 54.5 feet.

THENCE S 19°14'40" E 903.61 feet to a pipe found at a fence corner, join and follow along or near a section of fence, S 19°27' E 533.0 feet to a post at the Southwest corner of the fence which is South and East of a 24 inch Hackberry, continuing with an unfenced line, S 19°31' E 3184.7 feet to a pipe found in the North line of a 125.00 acre tract survey for Kenneth Johnson to convey to John Noren.

THENCE along or near an old fence and tree line, S 70°38'45" W 749.5 feet to a point near the East side of a Hackberry, 1.3 feet Southerly from a 60 penny nail set in a fence corner post 3 feet from the ground.

THENCE with a fence N 19°09' W 600.79 feet to a nail set North of a tree line, and N 19°02' W 298.2 feet to a nail set by a post. From this point fence departs this line Northwesterly.

THENCE N 18°37'15" W 195.28 feet to set a nail at a fence corner on the East end of an offset in the fence which crosses a drainage area. Another nail set at the West end of the offset bears Westerly 12.5 feet.

THENCE with a fence, N 19°20'35" W 500.00 feet to a nail set about 15 feet North of a creek, N 19°22'40" W 442.13 feet, a nail set by a post, N 19°33'05" W 197.0 feet, a nail set under a power line, N 19°18'55" W 1136.56 feet to a nail set by the most Southerly of two brace posts near the top of a hill, N 19°23'45" W 385.69 feet, a nail set North of an 18 inch Hackberry, N 19°07'25" W 249.83 feet, a nail set North of a clump of hackberry, and N 19°10'55" W 610.30 feet to the POINT OF BEGINNING.

Exhibit "A-2"

BEING 82.98 ACRES OF LAND OUT OF THE JOHN F. FERGUSON SURVEY, ABSTRACT NO. 231, IN WILLIAMSON COUNTY, TEXAS, AND BEING THE SAME TRACT OF LAND DESCRIBED AS THE "THIRD TRACT" IN THE PARTITION DEED RECORDED IN VOLUME 302, PAGE 302, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, TO WIT:

BEGINNING at an iron rod found at the northeast corner hereof in the south line of County Road 131, said point also being the northwest corner of that certain 32.766 acre tract of land described in a deed to Wallace Saggern recorded in Volume 2533, Page 344, Official Records of Williamson County;

THENCE S 19° 00' 00" E a distance of 4163.42 feet to a 5" X 8" cornerstone at the southeast corner hereof;

THENCE with the north line of that certain 79.94 acre tract of land described in a deed to Williamson County recorded as Document No. 9543954 in the Official Records of Williamson County, the following described two (2) courses and distances;

- 1) S 37° 50' 58" W a distance of 399.98 feet to an iron rod found, and;
- 2) S 73° 15' 15" W a distance of 247.60 feet to an iron rod found in the east line of that certain 11.56 acre tract of land described in a deed to Rummie R. Dentler recorded as Document No. 9539560 in the Official Records of Williamson County;

THENCE N 18° 46' 32" W a distance of 110.15 feet to an iron rod found at the northeast corner of said 11.56 acre tract;

THENCE S 67° 21' 49" W a distance of 252.44 feet to an iron rod found at an "L" corner of said 11.56 acre tract, said iron rod being the southwest corner hereof;

THENCE with the west line hereof, the following described four courses and distances:

- 1) N 19° 03' 19" W a distance of 1930.83 feet to an iron rod found in the east line of that certain 10.00 acre tract described in a deed to James C. Cook recorded as Document No. 199980240, Official Records, Williamson Co.;
- 2) N 19° 19' 39" W a distance of 1370.11 feet to an 18" dia. hackberry in the

Exhibit "A-2"

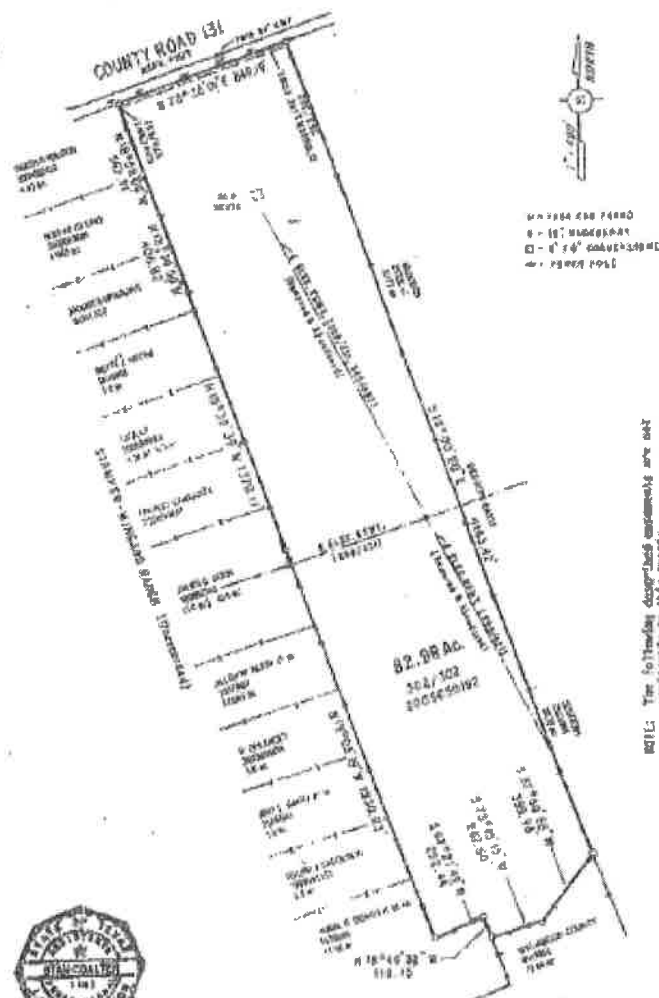
east line Mosser Meadows, a subdivision of record filed in Cabinet "S", Slide 351, Plat Records of Williamson County;

3) N 18° 34' 50" W a distance of 406.82 feet to a hackberry in the east line of that certain 4.962 acre tract described in a deed to Bonnie Billing recorded as Document No. 2000083698, Official Records, Williamson County, and;

4) N 18° 58' 06" W a distance of 362.71 feet to an iron rod found at the northwest corner hereof in the south line of County Road 131, said iron rod also being the northeast corner of that certain 4.95 acre tract of land described in a deed to Timothy Wilson recorded as Document No. 2004052453 in the Official Records of Williamson County;

THENCE N 70° 28' 01" E a distance of 848.19 feet with the south line of County Road 131 to the Place of Beginning, containing 82.98 acres of land.

PART OF THE JOHN F. FERGUSON SURVEY, ABSTRACT 231
WILLIAMSON COUNTY, TEXAS



The following designated instruments are not applicable to this price:

1. Channel ext. to the State of Texas recorded in Vol. 346, Pg. 58. DMTC.
2. Water Use easements recorded in Vol. 561, Pg. 50 & Vol. 1159, Pg. 279 DMTC.



FLOOD NOTE: IS PARTIALLY within a Special Flood Hazard Area
The property described herein is partially within a Special Flood Hazard Area
as determined by the Federal Emergency Management Agency. The flood hazard was being identified
and on 11/18/81 Flood No. 15079 0250 C effective 6-22-81
a) Zone A ☐ Zone AE ☐ Zone X ☐ (Area determined to be outside the 100 year flood zone.)

[illegible]

1. Number of respondents:
 2. Age of 1st 3rd Grade child
 3. Number of 3rd, 4th, 5th

DATE: 6/26/2011

RE: Martin W. Brown, Jr. & Mary M. Brown
 GS: 053047780

Exhibit "A-3"

PROPERTY DESCRIPTION

DESCRIPTION OF A 182.239 ACRE (7,938,316 SQUARE FOOT) TRACT OF LAND SITUATED IN THE JOHN FERGUSON SURVEY, ABSTRACT NO. 231, IN WILLIAMSON COUNTY, TEXAS, SAID 182.239 ACRE TRACT BEING ALL OF THAT CALLED 32.766 ACRE TRACT OF LAND (TRACT I) CONVEYED TO WALLACE SEGGERN BY INSTRUMENT RECORDED IN VOLUME 2533, PAGE 344 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND ALSO ALL OF THAT CALLED 149.498 ACRE TRACT OF LAND (TRACT II) CONVEYED TO SAID WALLACE SEGGERN BY INSTRUMENT RECORDED IN VOLUME 2297, PAGE 721 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID TRACT I AND TRACT II BEING REMAINDER PORTIONS OF THAT CALLED BLOCK 3 (92 5/6 ACRES) DESCRIBED IN VOLUME 76, PAGE 572, AND BLOCK 4 (90 1/3 ACRES) DESCRIBED IN VOLUME 76, PAGE 558 AND QUALIFIED IN DEED OF PARTITION AND CONTRACT BY INSTRUMENT RECORDED IN VOLUME 84, PAGE 410, ALL OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 182.239 ACRE (7,938,316 SQUARE FOOT) TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod found in the ostensible southerly Right-of-Way (ROW) line of County Road 131, being the northeasterly corner of that called 82.98 acre tract of land (remainder portion of 90 1/3 acre Block 2 of said partition) conveyed to Hutto 82 Partners, Ltd. by instrument recorded in Document No. 2007047906 of the Official Public Records of Williamson County, Texas; also being the northwesterly corner of said 32.766 acre Tract I, for the northwesterly corner and **POINT OF BEGINNING** of the herein described tract of land, and from which a 1/2" iron rod found in said ostensible southerly ROW line for the northwesterly corner said 82.98 acre tract bears S 67°48'51" W, at distance of 848.21 feet;

- 1) **THENCE**, with said ostensible southerly ROW line, N 88°01'19" E, for distance of 313.51 feet to a 1/2" iron rod found, being the northeasterly corner of said Tract I, also being the northwesterly corner of said 149.498 acre Tract II, for an angle point herein;
- 2) **THENCE**, departing said Tract I, continuing with said ostensible southerly ROW line, N 68°06'49" E, passing at an approximate distance of 582.3 feet, a point in the common boundary line between said Block 3 and said Block 4, and continuing for a total distance of 1410.92 feet to a 3/8" iron rod found, being the northeasterly corner of said Tract II (northeasterly corner of said Block 4), also being the northwesterly corner of that called 78.295 acre tract of land (remainder portion of that called 77 5/8 acre Block 5) conveyed to Steven L. Amue by instrument recorded in Document No. 2008065537 of the Official Public Records of Williamson County, Texas, for the northeasterly corner of the herein described tract;
- 3) **THENCE**, departing said ostensible southerly ROW line, with the common boundary line between said Tract II and said 78.295 acre tract, S 21°34'43" E for a distance of 4615.41 feet to an iron rod set with aluminum cap stamped "WILCO", being the southwesterly corner of said 78.295 acre tract, also being the southeasterly corner of said Tract II in the northerly boundary line of that called 123.552 acre tract of land conveyed to the County of Williamson, Texas by instrument recorded in Document No. 9654009 of the Official Records of Williamson County, Texas, for the southeasterly corner of the herein described tract, a called for 60D nail in fence corner post was found in post now fallen over, and from which a called for 1/4" ID pipe found for the southeasterly corner of said 78.295 acre tract bears N 68°16'52" E, at distance of 749.58 feet;
- 4) **THENCE**, with the common boundary line of said Tract II and said 123.552 acre tract, S 68°16'52" W, passing at a distance of 518.28 feet, a 60d nail found 1.08' north of line, passing at an approximate distance of 849.2 feet, the common boundary corner between said Block 4 and said Block 3, passing at a distance of 1102.35 feet, a 1 1/2" ID iron pipe found (0.85 feet north of line) for the called for northwesterly corner of said 123.552 acre tract and the northeasterly corner of that called 79.94 acre tract of land conveyed to Williamson County, Texas by instrument recorded in Document No. 2009039213 of the Official Public Records of Williamson County, Texas, and continuing with the common boundary line of said Tract II and said 79.94 acre tract for a total distance of 1411.79 feet to a calculated point, being the southwesterly corner of said Tract II, also being the southeasterly corner of said Tract I, from which a 1/2" iron rod found bears S 21°34'04" E, at distance of 0.62 feet;

Exhibit "A-3"

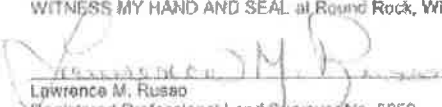
- 5) **THENCE**, departing said Tract II, with the common boundary line of said Tract I and said 79.94 acre tract, continuing **S 68°16'52" W** for a distance of **305.66** feet to a 1/2" iron rod found for the southwestern corner of said Tract I, same being the southwestern corner of said Block 3, also being an old corner in the northerly boundary line of said 79.94 acre tract, for the southwestern corner of the herein described tract;
- 6) **THENCE**, continuing with the common boundary line of said Tract I and said 79.94 acre tract **N 21°39'55" W**, for a distance of **446.57** feet to a 5"X8" stone found, being an angle point in the northerly boundary line of said 79.94 acre tract, also being the southeasterly corner of said 82.98 acre tract;
- 7) **THENCE**, departing said 79.94 acre tract, with the common boundary line between said Tract I and said 82.98 acre tract **N 21°39'55" W**, for a distance of **4183.29** feet to the **POINT OF BEGINNING**, containing **182.238** acres (7,838,316 square feet) of land, more or less;

All bearings cited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

This property description is accompanied by a separate exhibit.

That I, Lawrence M. Russo, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct and that the property described herein was determined by a survey made on the ground under my direct supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.


Lawrence M. Russo
Registered Professional Land Surveyor No. 5050
Inland Geomatics, LLC
Firm Registration No. 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681
512-238-1200

Date

02/02/2015



SA, WILLIAMSON COUNTY, CR 131-SEGGERN PROPERTY/FINAL

Exhibit "A-3"

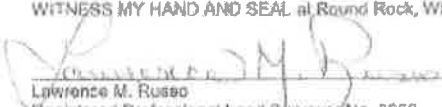
- 6) **THENCE**, departing said Tract II, with the common boundary line of said Tract I and said 79.94 acre tract, continuing **S 68°16'52" W** for a distance of **305.55** feet to a 1/2" iron rod found for the southwesterly corner of said Tract I, same being the southwesterly corner of said Block 3, also being an ell corner in the northerly boundary line of said 79.94 acre tract, for the southwesterly corner of the herein described tract;
- 6) **THENCE**, continuing with the common boundary line of said Tract I and said 79.94 acre tract **N 21°39'55" W**, for a distance of **446.57** feet to a 5"X8" stone found, being an angle point in the northerly boundary line of said 79.94 acre tract, also being the southeasterly corner of said 82.98 acre tract;
- 7) **THENCE**, departing said 79.94 acre tract, with the common boundary line between said Tract I and said 82.98 acre tract **N 21°39'55" W**, for a distance of **4163.29** feet to the **POINT OF BEGINNING**, containing 182.239 acres (7,938,316 square feet) of land, more or less;

All bearings cited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

This property description is accompanied by a separate exhibit.

That I, Lawrence M. Russo, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct and that the property described herein was determined by a survey made on the ground under my direct supervision.

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Lawrence M. Russo
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Inland Geodetics, LLC
Firm Registration No. 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681
512-238-1200

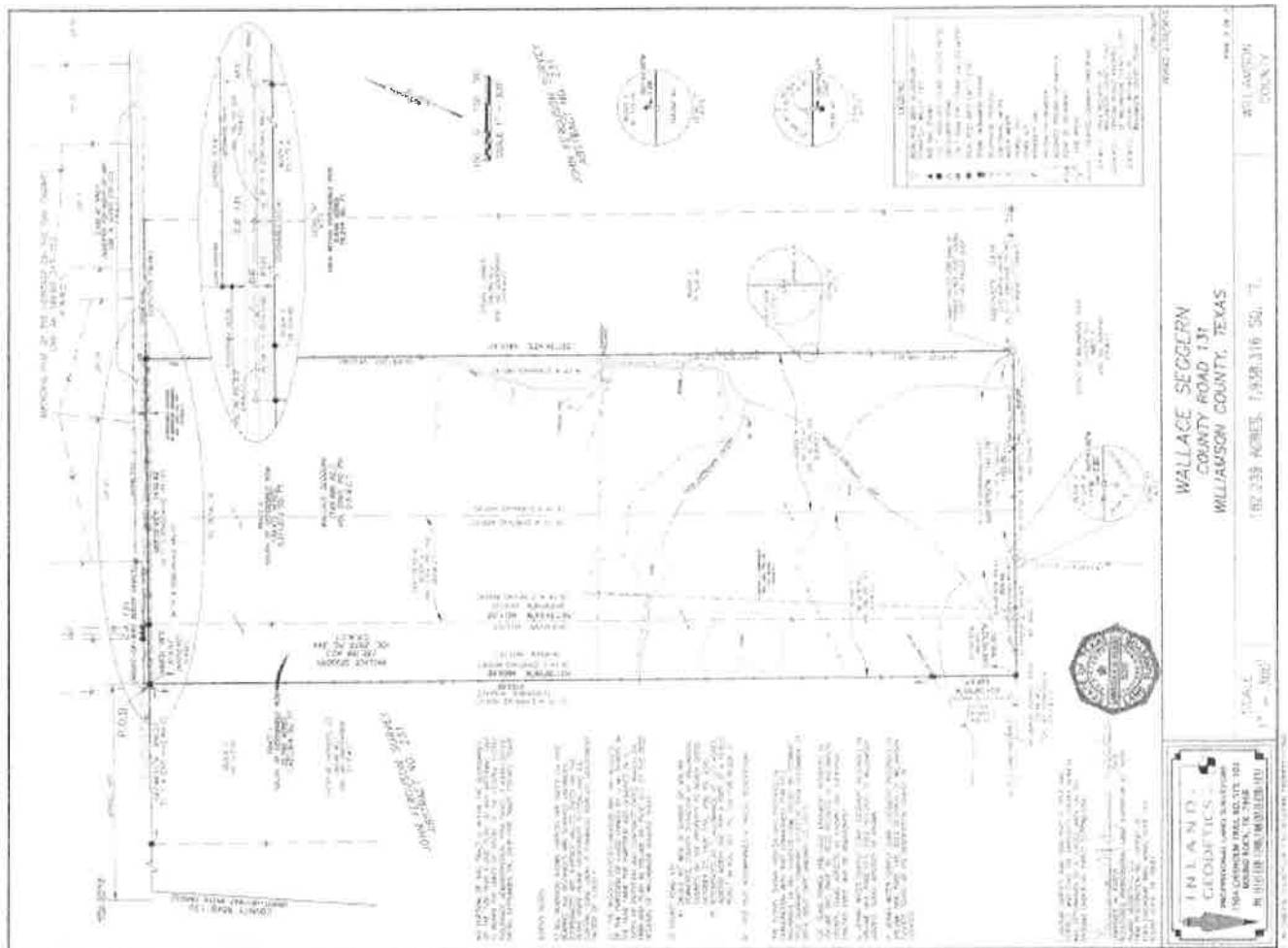
Date

02/02/2015



SA WILLIAMSON COUNTY\CR 131-BEGGERN PROPERTY\FINAL

Exhibit "A-3"



CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2016-23885

Date Filed:
03/09/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Covington Farms
Round Rock, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Williamson County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

1601-052
Agricultural land farming and grazing lease

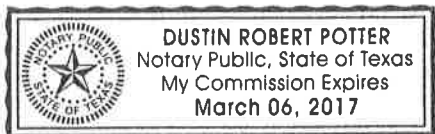
4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Covington, Mary	Round Rock, TX United States	X	

5 Check only if there is NO Interested Party.

☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



Mary Brett Covington
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Mary Brett Covington, this the 23 day of March, 2016, to certify which, witness my hand and seal of office.

[Signature]
Signature of officer administering oath

DUSTIN POTTER
Printed name of officer administering oath

Notary Public
Title of officer administering oath