



SCOTTSDALE INSURANCE COMPANY®
 Scottsdale Indemnity Company
 SCOTTSDALE

SURPLUS LINES INSURANCE COMPANY

POLICYHOLDER DISCLOSURE

NOTICE OF TERRORISM INSURANCE COVERAGE

GL

TERRORISM RISK INSURANCE ACT

Under the Terrorism Risk Insurance Act of 2002, as amended pursuant to the Terrorism Risk Insurance Program Reauthorization Act of 2015, effective January 1, 2015 (the "Act"), you have a right to purchase insurance coverage for losses arising out of acts of terrorism, as defined in Section 102(1) of the Act: The term "certified acts of terrorism" means any act that is certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

You should know that where coverage is provided by this policy for losses resulting from "certified acts of terrorism," such losses may be partially reimbursed by the United States Government under a formula established by federal law. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government agrees to reimburse eighty-five percent (85%) of covered terrorism losses in calendar year 2015 that exceed the statutorily established deductible paid by the insurance company providing the coverage. This percentage of United States Government reimbursement decreases by one percent (1%) every calendar year beginning in 2016 until it equals eighty percent (80%) in 2020. The premium charged for this coverage is provided below and does not include any charges for the portion of loss that may be covered by the Federal Government under the Act.

You should also know that the Act, as amended, contains a \$100 Billion Cap that limits United States Government reimbursement as well as insurers' Liability for losses resulting from "certified acts of terrorism" when the amount of such losses in any one calendar year exceeds \$100 billion. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

CONDITIONAL TERRORISM COVERAGE

The federal Terrorism Risk Insurance Program Reauthorization Act of 2015 is scheduled to terminate at the end of December 31, 2020, unless renewed, extended or otherwise continued by the federal government. Should you select Terrorism Coverage provided under the Act and the Act is terminated December 31, 2020, any terrorism coverage as defined by the Act provided in the policy will also terminate.

IN ACCORDANCE WITH THE ACT, YOU MUST CHOOSE TO SELECT OR REJECT COVERAGE FOR "CERTIFIED ACTS OF TERRORISM" BELOW:

The Note below applies for risks in these states: California, Connecticut, Georgia, Hawaii, Illinois, Iowa, Maine, Missouri, New Jersey, New York, North Carolina, Oregon, Rhode Island, Virginia, Washington, West Virginia, Wisconsin.

NOTE: In these states, a terrorism exclusion makes an exception for (and thereby provides coverage for) fire losses resulting from an act of terrorism. Therefore, if you reject the offer of terrorism coverage, that rejection does not apply to fire losses resulting from an act of terrorism coverage for such fire losses will be provided in your policy.

If you do not respond to our offer and do not return this notice to the Company, you will have no Terrorism Coverage under this policy.

| | |
|-------------------------------------|--|
| <input type="checkbox"/> | I hereby elect to purchase certified terrorism coverage for a premium of \$. I understand that the federal Terrorism Risk Insurance Program Reauthorization Act of 2015 may terminate on December 31, 2020. Should that occur my coverage for terrorism as defined by the Act will also terminate. |
| <input checked="" type="checkbox"/> | I hereby reject the purchase of certified terrorism coverage. |

X _____
 Policyholder/Applicant's Signature

 Print Name

 Date

Williamson County

 Named Insured/Firm
TBD

 Policy Number, if available

ACORD™ COMMERCIAL INSURANCE APPLICATION

APPLICANT INFORMATION SECTION

DATE (MM/DD/YY)
08/30/18

| | | | | |
|---|--------------------------------------|--|------------------|--|
| PRODUCER | PHONE (A/C, No, Ext): (713) 877-8975 | CARRIER | NAIC CODE: 25445 | UNDERWRITER |
| MCGRIFF, SEIBELS & WILLIAMS OF TEXAS, INC. 818 Town & Country Blvd St 500 Houston, TX 77024-4549 | | APPLICATION COMPANY POLICIES OR PROGRAM REQUESTED Commercial General Liability | | |
| CODE: | SUB CODE: | INDICATE SECTIONS ATTACHED PROPERTY GLASS AND SIGN ACCOUNTS RECEIVABLE/ VALUABLE PAPERS CRIME/MISCELLANEOUS CRIME TRANSPORTATION/ MOTOR TRUCK CARGO | | EQUIPMENT FLOATER INSTALLATION/BUILDERSRISK ELECTRONIC DATA PROC COMMERCIAL GENERAL LIABILITY BUSINESS AUTO TRUCKERS/MOTOR CARRIER |
| AGENCY CUSTOMER ID 069300-000 | | GARAGE AND DEALERS VEHICLE SCHEDULE BOILER & MACHINERY WORKERS COMPENSATION UMBRELLA | | |

| STATUS OF SUBMISSION | | PACKAGE POLICY INFORMATION | | | |
|---|---------------------------------------|--|-------------------|---|--------------|
| <input checked="" type="checkbox"/> QUOTE | <input type="checkbox"/> ISSUE POLICY | ENTER THIS INFORMATION WHEN COMMON DATES AND TERMS APPLY TO SEVERAL LINES, OR FOR MONOLINE POLICIES. | | | |
| BOUND (Give Date and/or Attach Copy): | | PROPOSED EFF DATE | PROPOSED EXP DATE | BILLING PLAN | PAYMENT PLAN |
| DATE | TIME | | | DIRECT BILL | |
| | | | | <input checked="" type="checkbox"/> AGENCY BILL | |
| | | 09/01/18 | 12/15/18 | | |

APPLICANT INFORMATION

NAME (First Named Insured & Other Named Insureds)
Williamson County

MAILING ADDRESS (of First Named Insured)
Inner Loop Annex - HR Dept. 301 S.E. Inner Loop, Ste. 108 Georgetown, TX 78626

| | | | | |
|--------------------------------------|--|--|--|-------------------|
| <input type="checkbox"/> INDIVIDUAL | <input type="checkbox"/> CORPORATION | <input checked="" type="checkbox"/> SUBCHAPTER "S" CORPORATION | <input type="checkbox"/> NOT FOR PROFIT ORGANIZATION | YEARS IN BUSINESS |
| <input type="checkbox"/> PARTNERSHIP | <input type="checkbox"/> JOINT VENTURE | <input type="checkbox"/> LIMITED CORPORATION | County | |

INSPECTION CONTACT: Tara Raymore Sr HR Director
 PHONE (A/C, No, Ext): (512) 943-1533

ACCOUNTING RECORDS CONTACT: Tara Raymore Sr HR Director
 PHONE (A/C, No, Ext): (512) 943-1533

PREMISES INFORMATION

| LOC # | BLD # | STREET, CITY, COUNTY, STATE, ZIP CODE | CITY LIMITS | INTEREST | YR BUILT | PART OCCUPIED |
|-------|-------|---|--|--|----------|---------------|
| #1 | | 350 Exchange Blvd., Williamson County Hutto, TX 78634 | <input checked="" type="checkbox"/> INSIDE <input type="checkbox"/> OUTSIDE | <input type="checkbox"/> OWNER <input checked="" type="checkbox"/> TENANT | 2007 | 100% |
| | | | <input type="checkbox"/> INSIDE <input type="checkbox"/> OUTSIDE | <input type="checkbox"/> OWNER <input type="checkbox"/> TENANT | | |
| | | | <input type="checkbox"/> INSIDE <input type="checkbox"/> OUTSIDE | <input type="checkbox"/> OWNER <input type="checkbox"/> TENANT | | |

NATURE OF BUSINESS/DESCRIPTION OF OPERATIONS BY PREMISE(S)

County

GENERAL INFORMATION

| EXPLAIN ALL "YES" RESPONSES | YES | NO | EXPLAIN ALL "YES" RESPONSES | YES | NO |
|---|-------------------------------------|-------------------------------------|--|-----|-------------------------------------|
| 1. IS THE APPLICANT A SUBSIDIARY OF ANOTHER ENTITY OR DOES THE APPLICANT HAVE ANY SUBSIDIARIES? | | <input checked="" type="checkbox"/> | 6. ANY POLICY OR COVERAGE DECLINED, CANCELLED OR NON-RENEWED DURING THE PRIOR 3 YEARS? NOT APPLICABLE IN MO. | | <input checked="" type="checkbox"/> |
| 2. IS A FORMAL SAFETY PROGRAM IN OPERATION? | <input checked="" type="checkbox"/> | | 7. ANY PAST LOSSES OR CLAIMS RELATING TO SEXUAL ABUSE OR MOLESTATION ALLEGATIONS, DISCRIMINATION OR NEGLIGENT HIRING? | | <input checked="" type="checkbox"/> |
| 3. ANY EXPOSURE TO FLAMMABLES, EXPLOSIVES, CHEMICALS? | | <input checked="" type="checkbox"/> | 8. DURING THE LAST TEN YEARS, HAS ANY APPLICANT BEEN CONVICTED OF ANY DEGREE OF THE CRIME OF ARSON? (In RI, this question must be answered by any applicant for property insurance. Failure to disclose the existence of an arson conviction is a misdemeanor punishable by a sentence of up to one year of imprisonment). | | |
| 4. ANY CATASTROPHE EXPOSURE? | | <input checked="" type="checkbox"/> | | | |
| 5. ANY OTHER INSURANCE WITH THIS COMPANY OR BEING SUBMITTED? | | <input checked="" type="checkbox"/> | | | <input checked="" type="checkbox"/> |

REMARKS

ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR ANOTHER PERSON FILES AN APPLICATION FOR INSURANCE CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SUBJECTS THE PERSON TO [NY: SUBSTANTIAL] CRIMINAL AND CIVIL PENALITIES.

APPLICANT'S SIGNATURE: *Katrina Blalock*

PRODUCER'S SIGNATURE: *Katrina Blalock*

PRIOR CARRIER INFORMATION

| LINE | CATEGORY | YEARS: | | YEARS: | | YEARS: | | YEARS: | | YEARS: | |
|----------------------|----------------------------|-------------|----------|--------|--|--------|--|--------|--|--------|--|
| GENERAL LIABILITY | CARRIER | | | | | | | | | | |
| | POLICY NUMBER | | | | | | | | | | |
| | POLICY TYPE | | | | | | | | | | |
| | RETRO DATE | | | | | | | | | | |
| | GENERAL AGGREGATE | | | | | | | | | | |
| | PRODUCTS COMP OP AGGREGATE | | | | | | | | | | |
| | PERSONAL & ADV INJ | | | | | | | | | | |
| | EACH OCCURRENCE | | | | | | | | | | |
| | FIRE DAMAGE | | | | | | | | | | |
| | MEDICAL EXPENSE | | | | | | | | | | |
| | BODILY INJURY | OCCURRENCE | | | | | | | | | |
| | | AGGREGATE | | | | | | | | | |
| | PROPERTY DAMAGE | OCCURRENCE | | | | | | | | | |
| | | AGGREGATE | | | | | | | | | |
| | COMBINED SINGLE LIMIT | | | | | | | | | | |
| MODIFICATION FACTOR | | | | | | | | | | | |
| TOTAL PREMIUM | | | | | | | | | | | |
| AUTOMOBILE LIABILITY | CARRIER | | | | | | | | | | |
| | POLICY NUMBER | | | | | | | | | | |
| | POLICY TYPE | | | | | | | | | | |
| | COMBINED SINGLE LIMIT | | | | | | | | | | |
| | BODILY INJURY | EA PERSON | | | | | | | | | |
| | | EA ACCIDENT | | | | | | | | | |
| | PROPERTY DAMAGE | | | | | | | | | | |
| | MODIFICATION FACTOR | | | | | | | | | | |
| TOTAL PREMIUM | | | | | | | | | | | |
| PROPERTY | CARRIER | | | | | | | | | | |
| | POLICY NUMBER | | | | | | | | | | |
| | POLICY TYPE | | | | | | | | | | |
| | | BLD | PERS AMT | | | | | | | | |
| | | PROP | | | | | | | | | |
| MODIFICATION FACTOR | | | | | | | | | | | |
| TOTAL PREMIUM | | | | | | | | | | | |
| | CARRIER | | | | | | | | | | |
| | POLICY NUMBER | | | | | | | | | | |
| | POLICY TYPE | | | | | | | | | | |
| | LIMIT | | | | | | | | | | |
| | MODIFICATION FACTOR | | | | | | | | | | |
| | TOTAL PREMIUM | | | | | | | | | | |

LOSS HISTORY

| ENTER ALL CLAIMS OR OCCURRENCES THAT MAY GIVE RISE TO CLAIMS FOR THE PRIOR 5 YEARS (3 YEARS IN KS & NY) | | | | | | | X | CHECK HERE IF NONE | SEE ATTACHED LOSS SUMMARY |
|---|------|---|---------------|-------------|-----------------|--------------|---|--------------------|---------------------------|
| DATE OF OCCURRENCE | LINE | TYPE/DESCRIPTION OF OCCURRENCE OR CLAIM | DATE OF CLAIM | AMOUNT PAID | AMOUNT RESERVED | CLAIM STATUS | | | |
| | | NONE | | | | OPEN | | | |
| | | | | | | CLOSED | | | |
| | | | | | | OPEN | | | |
| | | | | | | CLOSED | | | |
| | | | | | | OPEN | | | |
| | | | | | | CLOSED | | | |
| | | | | | | OPEN | | | |
| | | | | | | CLOSED | | | |

REMARKS NOTE: FIDELITY REQUIRES A FIVE YEAR LOSS HISTORY.
 County does not carry GL, has Tort Immunity

NOTICE OF INSURANCE INFORMATION PRACTICES
 PERSONAL INFORMATION ABOUT YOU MAY BE COLLECTED FROM PERSONS OTHER THAN YOU. SUCH INFORMATION AS WELL AS OTHER PERSONAL AND PRIVILEGED INFORMATION COLLECTED BY US OR OUR AGENTS MAY IN CERTAIN CIRCUMSTANCES BE DISCLOSED TO THIRD PARTIES WITHOUT YOUR AUTHORIZATION. YOU HAVE THE RIGHT TO REVIEW YOUR PERSONAL INFORMATION IN OUR FILES AND CAN REQUEST CORRECTION OF ANY INACCURACIES. A MORE DETAILED DESCRIPTION OF YOUR RIGHTS AND OUR PRACTICES REGARDING SUCH INFORMATION IS AVAILABLE UPON REQUEST. CONTACT YOUR AGENT OR BROKER FOR INSTRUCTION ON HOW TO SUBMIT A REQUEST TO US.

ACORD COMMERCIAL GENERAL LIABILITY SECTION

DATE (MM/DD/YY)

08/28/18

PRODUCER
 MCGRIFF, SEIBELS &
 WILLIAMS OF TEXAS, INC.
 818 Town & Country Blvd St 500
 Houston, TX 77024-4549
 (713)877-8975

APPLICANT (First Named Insured)

Williamson County

| PROPOSED EFF. DATE | PROPOSED EXP. DATE | BILLING PLAN | PAYMENT PLAN | AUDIT |
|--------------------|--------------------|---|--------------|-------|
| 09/01/18 | 12/15/18 | <input checked="" type="checkbox"/> AGENCY <input type="checkbox"/> DIRECT | Annual | N/A |

FOR COMPANY USE ONLY

| COVERAGES | | LIMITS | | PREMIUMS | |
|---|--|--|--------------|----------------------------|--|
| COMMERCIAL GENERAL LIABILITY | | GENERAL AGGREGATE | \$ 2,000,000 | PREMIUMS | |
| <input type="checkbox"/> CLAIMS MADE | <input checked="" type="checkbox"/> OCCURRENCE | PRODUCTS & COMPLETED OPERATIONS AGGREGATE | \$ 2,000,000 | PREMISES/OPERATIONS | |
| OWNER'S & CONTRACTORS PROTECTIVE | | PERSONAL & ADVERTISING INJURY | \$ 1,000,000 | | |
| | | EACH OCCURRENCE | \$ 1,000,000 | | |
| DEDUCTIBLES | | FIRE DAMAGE (ANY ONE FIRE) | \$ 100,000 | PRODUCTS | |
| <input checked="" type="checkbox"/> PROPERTY DAMAGE | \$ 0 | MEDICAL EXPENSE (ANY ONE PERSON) | \$ 5,000 | | |
| <input checked="" type="checkbox"/> | \$ 0 | | | OTHER | |
| | \$ | | | TOTAL | |
| OTHER COVERAGES, RESTRICTIONS, AND/OR ENDORSEMENTS | | | | | |

| SCHEDULE OF HAZARDS | | | | | | | | |
|---------------------|--|------------|---------------|-------|---|----------|----------|----------|
| LOC # | CLASSIFICATION | CLASS CODE | PREMIUM BASIS | TERR. | RATE | | PREMIUM | |
| | | | | | PREM/OPS | PRODUCTS | PREM/OPS | PRODUCTS |
| TX | Buildings or Premises - Office Not For Profit Only | 61227 | (A) 7,160 | | (s) per \$1,000 (p) per \$1,000/pay (a) per 1,000 sq. ft. (c) per \$1,000/cost (l) per unit | | | |

| CLAIMS MADE (Explain All 'Yes' Responses) | | | | TRANSITION | | | | | |
|---|---|-----|----|------------|---|-----|-----------|------------|-------------------|
| 1 | PROPOSED RETROACTIVE DATE: | | | 1 | HAS THIS RISK OR ANY LOCATION NOT QUALIFIED FOR TRANSITION? | YES | NO | | |
| 2 | ENTRY DATE INTO UNINTERRUPTED CLAIMS MADE COVERAGE: | | | 2 | IF THIS RISK QUALIFIES FOR TRANSITION, INDICATE THE YEAR IT FIRST QUALIFIED: _____ AND: _____ | | | | |
| 3 | HAS ANY PRODUCT, WORK, ACCIDENT, OR LOCATION BEEN EXCLUDED, UNINSURED OR SELF-INSURED FROM ANY PREVIOUS COVERAGE? | YES | NO | | | LOC | NEW CLASS | PREV. BASE | PREVIOUS EXPOSURE |
| 4 | WAS TAIL COVERAGE PURCHASED UNDER ANY PREVIOUS POLICY? | | | | | | | PREMISES | PRODUCTS |
| COMMENTS | | | | | | | | PREMISES | PRODUCTS |
| | | | | | | | | PREMISES | PRODUCTS |
| | | | | | | | | PREMISES | PRODUCTS |
| | | | | | | | | PREMISES | PRODUCTS |
| | | | | | | | | PREMISES | PRODUCTS |

| CONTRACTORS | | | | | |
|-------------|--|-----|----|--|------------------|
| # | EXPLAIN ALL "YES" RESPONSES | YES | NO | FULL TIME STAFF: | PART TIME STAFF: |
| | (For Any Past Or Present Operations) | | | DESCRIBE THE TYPE OF WORK & PERCENT SUBCONTRACTED: | |
| 1 | DOES APPLICANT DRAW PLANS, DESIGNS, OR SPECIFICATIONS? | | | | |
| 2 | DO ANY OPERATIONS INCLUDE BLASTING OR UTILIZE OR STORE EXPLOSIVE MATERIAL? | | | | |
| 3 | DO ANY OPERATIONS INCLUDE EVACUATION, TUNNELING, UNDERGROUND WORK OR EARTH MOVING? | | | | |
| 4 | DO YOUR SUBCONTRACTORS CARRY COVERAGES OR LIMITS LESS THAN YOURS? | | | | |
| 5 | ARE CERTIFICATES OF INSURANCE REQUIRED FROM SUBCONTRACTORS? | | | | |
| 6 | DOES APPLICANT LEASE EQUIPMENT TO OTHERS WITH OR WITHOUT OPERATORS? | | | | |

REMARKS:

| PRODUCTS/COMPLETED OPERATIONS | | | | | | |
|-------------------------------|--------------------|------------|----------------|---------------|--------------|----------------------|
| PRODUCTS | ANNUAL GROSS SALES | # OF UNITS | TIME IN MARKET | EXPECTED LIFE | INTENDED USE | PRINCIPAL COMPONENTS |
| | | | | | | |
| | | | | | | |
| | | | | | | |

| # | EXPLAIN ALL "YES" RESPONSES (For any past or present product or operation) | YES | NO | # | EXPLAIN ALL "YES" RESPONSES (For any past or present product or operation) | YES | NO |
|---|--|-----|----|----|--|-----|----|
| 1 | DOES APPLICANT INSTALL, SERVICE OR DEMONSTRATE PRODUCTS? | | | 6 | PRODUCTS RECALLED, DISCONTINUED, CHANGED? | | |
| 2 | FOREIGN PRODUCTS SOLD, DISTRIBUTED, USED AS COMPONENTS? | | | 7 | PRODUCTS OF OTHERS SOLD OR RE-PACKAGED UNDER APPLICANT LABEL? | | |
| 3 | RESEARCH AND DEVELOPMENT CONDUCTED OR NEW PRODUCTS PLANNED? | | | 8 | PRODUCTS UNDER LABEL OF OTHERS? | | |
| 4 | GUARANTEES, WARRANTIES, HOLD HARMLESS AGREEMENTS? | | | 9 | VENDORS COVERAGE REQUIRED? | | |
| 5 | PRODUCTS RELATED TO AIRCRAFT/SPACE INDUSTRY? | | | 10 | DOES ANY NAMED INSURED SELL TO OTHER NAMED INSUREDS? | | |

PLEASE ATTACH LITERATURE, BROCHURES, LABELS, WARNINGS, ETC.

| ADDITIONAL INTERESTS/CERTIFICATE RECIPIENTS | | | |
|---|--|-----------------------------|-------|
| # | NAME & ADDRESS (INCLUDE LOAN NUMBER FOR MORTGAGEES) | INTEREST | CERT. |
| | 420 US 79, Ltd., 230 Klattenhoff Lane, Hutto, TX 78634 | Landlord/Additional Insured | X |
| | | | |
| | | | |
| | | | |

| GENERAL INFORMATION | | | | | | | |
|---------------------|---|-----|----|----|---|-----|----|
| # | EXPLAIN ALL "YES" RESPONSES | YES | NO | # | EXPLAIN ALL "YES" RESPONSES | YES | NO |
| | (For All Past Or Present Operations:) | | | 7 | ANY PARKING FACILITIES OWNED/RENTED? | | X |
| 1 | ANY MEDICAL FACILITIES PROVIDED OR DOCTORS EMPLOYED/CONTRACTED? | | X | 8 | IS A FEE CHARGED FOR PARKING? | | X |
| 2 | ANY EXPOSURE TO RADIOACTIVE/NUCLEAR MATERIALS? | | X | 9 | RECREATION FACILITIES PROVIDED? | | X |
| 3 | DO OPERATIONS INVOLVE STORING, TREATING, DISCHARGING, APPLYING, DISPOSING, OR TRANSPORTING OF HAZARDOUS MATERIAL (e.g. landfills, wastes, fuel tanks, etc.) | | X | 10 | IS THERE A SWIMMING POOL ON THE PREMISES? | | X |
| 4 | ANY OPERATIONS SOLD, ACQUIRED, OR DISCONTINUED IN LAST 5 YEARS? | | X | 11 | SPORTING OR SOCIAL EVENTS SPONSORED? | | X |
| 5 | MACHINERY OR EQUIPMENT LOANED OR RENTED TO OTHERS? | | X | 12 | ANY STRUCTURAL ALTERATIONS CONTEMPLATED? | | |
| 6 | ANY WATERCRAFT, DOCKS, FLOATS OWNED, HIRED, OR LEASED? | | X | 13 | ANY DEMOLITION EXPOSURE CONTEMPLATED? | | X |

REMARKS:

Policy Coverages

Additional Insured – 420 US 79, Ltd.
Broad Form Named Insured
Fellow Employee Coverage
Knowledge of Occurrence
Punitive Damages Coverage Included
60 Days NOC except for 10 Days Non-Payment
Amendment Other Insurance Condition
Notice of Occurrence
Hostile Fire Coverage
Damage to Rented Premises Included In Occurrence Limit
Inadvertent E&O/Failure to Disclose

Temporary Lease

Terms

Effective Date: September _____, 2018
Landlord: 420 US 79, Ltd.
Landlord's Address: 230 Klattenhoff Lane, Hutto, Texas 78634
Tenant: County of Williamson County, Texas
Tenant's Address: 350 Exchange Blvd., Hutto, Texas 78634
Premises: The building, parking lots, and drive aisles, as shown in the attached Exhibit "A", and being known locally as 350 Exchange Blvd., Hutto, Texas
Base Rent (monthly): \$0
Term: Until December 15, 2018
Commencement Date: Same as Effective Date
Termination Date: Earlier to occur of (i) December 15, 2018, or (ii) Tenant vacates the Premises
Security Deposit: \$N/A
Use: County precinct office

Clauses and Covenants

A. Tenant agrees to -

1. Lease the Premises beginning on the Commencement Date and ending on the Termination Date. *However, Tenant may vacate the Premises at any time prior to the Termination Date, in which case this Lease shall terminate.*
2. Accept the Premises in their present condition "AS IS," the Premises being currently suitable for Tenant's intended Use.
3. Obey all laws, ordinances, orders, and rules and regulations applicable to the use, condition, and occupancy of the Premises.
4. Pay for all utility services used by Tenant.
5. Maintain the Premises in the same general condition as of the Commencement Date, and repair any damage caused by Tenant.
6. Maintain public liability insurance for the Premises and the conduct of Tenant's business, naming Landlord as an additional insured.
7. To the extent allowed by law, indemnify, defend, and hold Landlord harmless from any loss, attorney's fees, court and other costs, or claims arising out of Tenant's use of the Premises.
8. Vacate the Premises, remove all personal property, and return all keys to the Premises, upon termination of this Lease.

B. Tenant agrees not to -

1. Use the Premises for any purpose other than that stated in the Lease.
2. Alter the Premises.

3. Allow a lien to be placed on the Premises.
4. Assign this Lease or sublease any portion of the Premises.

C. Landlord agrees to -

1. Lease to Tenant the Premises for the entire Term beginning on the Commencement Date and ending on the Termination Date.
2. Maintain normal utility service connections to the building.

D. Landlord agrees not to -

1. Interfere with Tenant's possession of the Premises as long as Tenant is not in default.

E. Landlord and Tenant agree to the following:

1. *Default by Landlord.* Defaults by Landlord are failing to comply with any provision of this Lease within 10 days after written notice.
2. *Default by Landlord/Tenant's Remedies.* Tenant's remedies for Landlord's default are all remedies available at law.
3. *Default by Tenant.* Defaults by Tenant are failing to comply with any provision of this Lease within 10 days after written notice.
4. *Default by Tenant/Landlord's Remedies.* Landlord's remedies for Tenant's default are all remedies available at law.
5. *Holdover.* If Tenant does not vacate the Premises following termination of this Lease, Tenant will become a tenant at will and must vacate the Premises on receipt of notice from Landlord. No holding over by Tenant, whether with or without the consent of Landlord, will extend the Term.
6. *Attorney's Fees.* If either party retains an attorney to enforce this Lease, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.
7. *Venue.* Venue is in the county in which the Premises are located.
8. *Entire Agreement.* This Lease, together with the attached exhibits and riders, is the entire agreement of the parties, and there are no oral representations, warranties, agreements, or promises pertaining to this Lease or to any expressly mentioned exhibits and riders not incorporated in writing in this Lease.
9. *Amendment of Lease.* This Lease may be amended only by an instrument in writing signed by Landlord and Tenant.
10. *Limitation of Warranties.* THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OR OF ANY OTHER KIND ARISING OUT OF THIS LEASE, AND THERE ARE NO WARRANTIES THAT EXTEND BEYOND THOSE EXPRESSLY STATED IN THIS LEASE.
11. *Notices.* Any notice required or permitted under this Lease must be in writing. Any notice required by this Lease will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid,

certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this Lease. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

12. *Abandoned Property.* Landlord may retain, destroy, or dispose of any property left on the Premises at the end of the Term.

13. *Tenant acknowledges that following vacation of the Premises, it is Landlord's intention to demolish the building and incorporate the Premises into the adjacent Hutto Co-op development. Therefore, Tenant acknowledges that Landlord may enter onto the outside Premises for purposes of surveying, testing, and other pre-development activity, so long as such activity does not interfere with Tenant's use of the building, or necessary parking. Landlord may enter inside the Premises only during normal working hours, and upon at least 48 hours notice to Landlord.*

LANDLORD:

**420 US 79, Ltd.,
a Texas limited partnership**

By: 420 US 79 GP, LLC,
a Texas limited liability company,
Its general partner

By: BCP GP, LLC,
a Texas limited liability company,
Its Managing Member

By: _____
Edward S. Butler, Sole Member

TENANT:

COUNTY OF WILLIAMSON COUNTY, TEXAS

By: _____
Name: _____
Title: _____

