

**REAL ESTATE CONTRACT**

FM 2243 Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by **HMP 2243 LP** (referred to in this Contract as "Seller") and **WILLIAMSON COUNTY, TEXAS** (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

**ARTICLE I  
PURCHASE AND SALE**

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

Being a 2.884 acre tract of land out of the Key West Irrigation Company survey, Abstract No. 711, Williamson County, Texas, being a portion of a called 10.096 acre tract of land as conveyed to HMP 2243 LP by special warranty deed with vendor's lien recorded in document number 2018001843 of the official public records of Williamson County, Texas; said 2.884 acre tract of land being more particularly described by metes and bounds in EXHIBIT "A," attached hereto and incorporated herein (Parcel 11);

Being a 4.596 acre tract of land out of the Key West Irrigation Company survey, Abstract No. 711, Williamson County, Texas, being a portion of a called 17.167 acre tract of land as conveyed to HMP 2243 LP by special warranty deed recorded in document number 2020016735 of the official public records of Williamson County, Texas; said 4.596 acre tract of land being more particularly described by metes and bounds in EXHIBIT "A," attached hereto and incorporated herein (Parcel 12);

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements situated on and attached to the Property described in Exhibit "A" not otherwise agreed herein to be retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

**ARTICLE II  
PURCHASE PRICE**

**Purchase Price**

2.01. The Purchase Price for the Property, any improvements on the Property, and any damage to or cost to cure for the remaining property of Seller shall be the sum of ONE MILLION

SIX HUNDRED THOUSAND and 00/100 Dollars (\$1,600,000.00) for Parcel 11 and ONE MILLION FIFTY-FOUR THOUSAND, TWO HUNDRED AND SIX and 00/100 Dollars (\$1,054,206.00) for Parcel 11, **totaling TWO MILLION SIX HUNDRED AND FIFTY-FOUR THOUSAND, TWO HUNDRED AND SIX and 00/100 Dollars (\$2,654,206.00) for the Property.**

#### Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash at the Closing.

### **ARTICLE III PURCHASER'S OBLIGATIONS**

#### Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

#### Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the closing.

### **ARTICLE IV REPRESENTATIONS AND WARRANTIES OF SELLER**

Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's current actual knowledge:

- (1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than as previously disclosed to Purchaser;
- (2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof;

## **ARTICLE V CLOSING**

### Closing Date

5.01. The Closing shall be held at the office of Texas National Title Company (the "Title Company") on or before September 3, 2021, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

### Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Special Warranty Deed in the form attached as Exhibit "C," conveying good and indefeasible title to Williamson County, Texas in fee simple to all of the Property described in Exhibit "A", free and clear of any and all monetary liens and restrictions, except for the following:

- (a) General real estate taxes for the year of closing and subsequent years not yet due and payable;
- (b) Any matters of record in Williamson County, Texas (subject to Purchaser's right to cure any such matters); and
- (c) Any exceptions approved by Purchaser in writing.

(2) Provide such reasonable assistance as Purchaser may request, at no cost to Seller, to allow the Title Company to issue a Texas Owner's Title Policy to Purchaser, at Purchaser's sole expense, in the full amount of the purchase price, insuring Purchaser's contracted interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

- (a) The boundary and survey exceptions shall be deleted;
- (b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and
- (c) The exception as to the lien for taxes shall be limited to the year of Closing and shall be endorsed "Not Yet Due and Payable".



- (d) Deliver to Purchaser possession of the Property if not previously done, subject to lease terms as stated in 8.12 below.

#### Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

- (a) Pay the cash portion of the Purchase Price.

#### Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation, but shall otherwise be the continuing obligation of Seller to fully satisfy. Agricultural roll-back taxes, if any, which directly result from the completion of this transaction and conveyance shall be paid by Purchaser.

#### Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

- (1) Owner's Title Policy and survey to be paid by Purchaser.
- (2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.
- (3) All other closing costs shall be paid by Purchaser.
- (4) Attorney's fees paid by each respectively.

### **ARTICLE VI BREACH BY SELLER**

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the Title Company to Purchaser.



## **ARTICLE VII BREACH BY PURCHASER**

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the Title Company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made then Seller shall receive the amount of \$500 as liquidated damages for any failure by Purchaser.

## **ARTICLE VIII MISCELLANEOUS**

### Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

### Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

### Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

### Legal Construction

8.04. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09. In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10. This Contract shall be effective as of the date it is approved by Williamson County, Texas which date is indicated beneath the County Judge's signature below.

Counterparts

8.11. This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

Lease

8.12. The County, as additional consideration under this Contract, has agreed to lease a portion of the Property back to Seller. The form of the lease is attached hereto as Exhibit "B".

Purchase of Future Right of Way

8.13 Purchaser acknowledges that it is an entity which possesses the power of condemnation, and that the Property has been identified for proposed future RM 2243 right of way on the current CAMPO Long Range Transportation Plan and the current Williamson County Transportation Plan.

*[signature page follows]*



**SELLER:**

HMP 2243 LP, a Texas limited partnership

By: HMP 2243 GP, LLC, a Texas limited  
liability company, General Partner

By:   
Amy L. Payne, President

Address: 1011 North Lamar  
Austin, Texas 78703

Date: 8/27/21

**PURCHASER:**

WILLIAMSON COUNTY, TEXAS

By: \_\_\_\_\_  
Bill Gravell, Jr  
County Judge

Address: 710 Main Street, Suite 101  
Georgetown, Texas 78626

Date: \_\_\_\_\_

**EXHIBIT A-1**

**County:** Williamson  
**Parcel:** 11  
**Highway:** FM 2243

**METES & BOUNDS DESCRIPTION FOR PARCEL 11**

METES & BOUNDS DESCRIPTION FOR A 2.884 ACRE TRACT OF LAND OUT OF THE KEY WEST IRRIGATION COMPANY SURVEY, ABSTRACT NO. 711, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF A CALLED 10.096 ACRE TRACT OF LAND AS CONVEYED TO HMP 2243 LP BY SPECIAL WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN DOCUMENT NUMBER 2018001843 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 2.884 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND SHOWN ON THE ATTACHED SKETCH:

**COMMENCING for POINT OF REFERENCE** at a Type I concrete right-of-way monument found on the south right-of-way line of FM Highway No. 2243, 1955 centerline Station 274+82.0 (80 feet wide at this point); Thence, with the south right-of-way line of said FM 2243, N 79°37'20" E, a distance of 1,642.52 feet to a calculated point for the northeast corner of a called 5.009 acre tract of land as conveyed to Nancy Heaton and Skip Sandell by Warranty Deed with Vendor's Lien recorded in Document Number 2015016274 of the Official Public Records of Williamson County, Texas, for the northwest corner of the above described HMP 2243 LP 10.096 acre tract, for the northwest corner and **POINT OF BEGINNING** of the herein described tract, from which a 1/2-inch iron rod found with cap stamped "SNS 512-385-3944" bears S 21°04'33" E, a distance of 1.03 feet;

THENCE, continuing with the south right-of-way line of said FM 2243, N 79°37'20" E a distance of 520.16 feet to a calculated point for the northeast corner of said HMP 2243 LP 10.096 acre tract, at the northwest corner of a called 17.167 acre tract of land as conveyed to HMP 2243 LP by Special Warranty Deed recorded in Document Number 2020016735 of the Official Public Records of Williamson County, Texas, for the northeast corner of the herein described tract, from which a Type I concrete right-of-way monument found on said existing south right-of-way line of FM 2243 bears N 79°37'20" E, a distance of 912.13 feet;

THENCE, departing the south right-of-way of said FM 2243, with the common line between said HMP 2243 LP 10.096 acre tract and said HMP 2243 LP 17.167 acre tract, S 10°25'43" E a distance of 101.35 feet to a mag nail found at a point of curvature of a curve to the left;

THENCE, continuing with said common line, along said curve to the left, an arc distance of 124.19 feet, having a radius of 800.00 feet, a central angle of 8°53'39" and chord which bears S 15°01'49" E, a distance of 124.06 feet to a mag nail with a washer stamped "BGE INC" (NAD-83, Central Zone Grid Coordinates: N=10,189,784.76, E=3,103,781.36) set in asphalt for the southeast corner of the herein described tract, 173.21 feet right of FM 2243 baseline station 329+44.53;

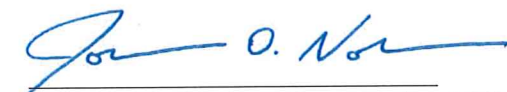
THENCE, departing said common line, over and across said 10.096 acre tract, along a curve to the left, an arc distance of 475.36 feet, having a radius of 5000.00 feet, a central angle of 5°26'50" and chord which bears S 72°23'30" W, a distance of 475.18 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for corner, 190.42 feet right of FM 2243 baseline station 324+68.81;

THENCE, S 69°40'05" W, a distance of 5.02 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set on the west line of said HMP 2243 LP 10.096 acre tract, on the east line of said Heaton-Sandell 5.009 acre tract, for the southwest corner of the herein described tract, 190.84 feet right of FM 2243 baseline station 324+63.82;

THENCE, with the common line between said HMP 2243 LP 10.096 acre tract and said Heaton-Sandell 5.009 acre tract, N 21°04'33" W a distance of 290.73 feet to the **POINT OF BEGINNING** and containing 2.884 acres of land, more or less.

Bearing orientation is based on the Texas State Plane Coordinate System NAD-83, Central Zone 4203. All distances are surface and may be converted to grid by dividing by a scale factor of 1.00012.

I hereby certify that these notes were prepared by BGE from a survey made on the ground under my supervision on March 16, 2020 and are true and correct to the best of my knowledge. A sketch accompanies this description.

  
Jonathan O. Nobles RPLS Number 5777

BGE, Inc.  
101 West Louis Henna Blvd., Suite 400  
Austin, TX 78728  
Telephone: 512-879-0400  
TBPELS Licensed Surveying Firm Number 10106502



7/1/2020  
Date

Client: Williamson County  
Date: July 1, 2020  
Project Number: 7473-00



# SKETCH TO ACCOMPANY LEGAL DESCRIPTION

HM PARKSIDE LP  
CALLED 1,156.001 ACRES  
DOC. NO. 2018114043 O.P.R.W.C.

FM 2243

80' R.O.W.  
VOL. 408, PG. 390 D.R.W.C.  
VOL. 409, PG. 78 D.R.W.C.

EXISTING R.O.W.

N 79°37'20" E 3,074.82'  
N 79°37'20" E 520.16'  
(N 81°39'00" E 519.85')

P.O.B.

P.O.R.  
1955 STA 274+82.0  
40.00' RT

PARCEL 11  
2.884 ACRES  
125,645 SQUARE FEET

A PORTION OF A CALLED 10.096 ACRES  
HMP 2243, LP  
DOC. NO. 2018001843 O.P.R.W.C.

FM 2243

DETAIL "A"  
N.T.S.

SNS 512-  
385-3944"

NANCY HEATON AND SKIP SANDELL  
CALLED 5.009 ACRES  
DOC. NO. 2015016274 O.P.R.W.C.

PROPOSED R.O.W.

STA 324+63.82  
190.84' RT

S 21°04'33" E 667.21'

KENNETH PATRICK  
WHITTLESEY AND ANA  
ROSA WHITTLESEY  
CALLED 16.416 ACRES  
DOC. NO. 2015017002  
O.P.R.W.C.

DETAIL "B"  
N.T.S.

FM 2243

1955 STA 305+56.6  
40.00' RT

EXISTING R.O.W.

N 79°37'20" E 912.13'  
(N 81°30'48" E 912.32')

PROPOSED F.M. 2243 BASELINE

330+00

0 100

30' R.O.W. EASEMENT  
VOL. 1735 PG. 876  
D.R.W.C.

10b.

PULL BOX

KEY PAD

KIOSK  
BUILDING

LAMP W/24" BASE

ELEC. CONDUIT

BOAT & RV STORAGE

OVERHANG

W.V. 33

PULL BOX

SEPTIC WARNING LIGHT  
SEPTIC TANK COVER

DROP INLET  
TOP 969.83

LAMP W/24" BASE

OVERHANG

BOAT & RV STORAGE

OVERHANG

WATER M.H.

OVERHANG

DROP INLET  
TOP 966.80

OVERHANG

BOAT & RV STORAGE

OVERHANG

WATER M.H.

OVERHANG

DROP INLET  
TOP 966.80

OVERHANG

BOAT & RV STORAGE

OVERHANG

WATER M.H.

OVERHANG

DROP INLET  
TOP 966.80

OVERHANG



BGE, Inc.  
101 West Louis Henna Blvd, Suite 400, Austin, TX 78728  
Tel: 512-879-0400 • www.bgeinc.com  
TBPLS Licensed Surveying Firm No. 10106502

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<p>PARCEL PLAT SHOWING PARCEL 11 2.884 ACRES FM 2243 WILLIAMSON COUNTY, TEXAS</p>			
Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	07/01/2020	3 OF 4

**LEGEND**

- B. BOLLARD  
DOC. DOCUMENT  
D.R.W.C. DEED RECORDS OF WILLIAMSON COUNTY  
ELEC. ELECTRIC  
F.H. FIRE HYDRANT  
F.L. FLOOD LAMP  
M.H. MANHOLE  
NO. NUMBER  
O.P.R.W.C. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY  
P.O.B. POINT OF BEGINNING  
R.O.W. RIGHT-OF-WAY  
W.M. WATER METER  
W.V. WATER VALVE  
( ) RECORD INFO DOC. NO. 2018001843 O.P.R.W.C.  
[ ] RECORD INFO VOL. 408, PG. 390 D.R.W.C.  
● FOUND 1/2" IRON ROD  
▲ FOUND MAG NAIL  
○ SET 1/2" IRON ROD W/"BGE INC" CAP  
■ FOUND TYPE I CONCRETE MONUMENT  
◐ SET MAG NAIL IN ASPHALT W/"BGE INC" SHINER  
◑ CALCULATED POINT  
△ WIRE FENCE  
—x— WROUGHT IRON FENCE  
—o— CHAIN LINK FENCE  
—#— EDGE OF ASPHALT

**RESTRICTIVE COVENANT AND EASEMENT NOTES:**

THIS SURVEY WAS MADE IN RELIANCE UPON THAT CERTAIN COMMITMENT FOR TITLE INSURANCE ISSUED BY TITLE RESOURCES GUARANTY COMPANY UNDER G.F. 2025038-KFO, DATED EFFECTIVE JUNE 12, 2020 AND ISSUED ON JUNE 23, 2020.

10b. 30' RIGHT OF WAY EASEMENT GRANTED IN WRAP WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN VOLUME 1735 PAGE 876 DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

10d. EASEMENT GRANTED TO BRUSHY CREEK MUNICIPAL UTILITY DISTRICT RECORDED IN DOCUMENT NO. 2005015077 OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS DOES NOT AFFECT THE SUBJECT TRACT.

10f. UTILITY EASEMENT GRATED TO PEDERNALES ELECTRIC COOPERATIVE, INC. RECORDED IN DOCUMENT NUMBER 2018046544, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS DOES AFFECT THE SUBJECT TRACT, BUT CANNOT BE PLOTTED FROM THE INFORMATION CURRENTLY AVAILABLE.

**GENERAL NOTES:**

- BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83. DISTANCES SHOWN HEREON ARE IN SURFACE AND CAN BE CONVERTED TO GRID BY DIVIDING BY THE COMBINED SCALE FACTOR = 1.00012
- A METES AND BOUNDS DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS SKETCH.

CURVE TABLE				
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING
C1	124.19'	800.00'	8°53'39" E	S 15°01'49" E
C2	475.36'	5,000.00'	5°26'50" W	S 72°23'30" W
C3	20.70'	800.00'	1°28'57" E	S 20°13'06" E

RECORD CURVE TABLE				
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING
C1		(800.00')		
C3		(800.00')		

RECORD LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	(S 8°28'30" E)	(100.01')
L4	(S 19°06'23" E)	(618.52')

LINE TABLE	
NUMBER	BEARING
L1	S 10°25'43" E
L2	S 69°40'05" W
L3	N 79°37'20" E
L4	S 21°03'53" E



BGE, Inc.  
101 West Louis Henna Blvd, Suite 400, Austin, TX 78728  
Tel: 512-879-0400 • www.bgeinc.com  
TBPLS Licensed Surveying Firm No. 10106502

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PARCEL PLAT SHOWING PARCEL 11 2.884 ACRES FM 2243 WILLIAMSON COUNTY, TEXAS			
Scale: 1"=100'	Job No.: 7473-00	Date: 07/01/2020	Page: 4 OF 4



**EXHIBIT** A-2

**County:** Williamson  
**Parcel:** 12  
**Highway:** FM 2243

**METES & BOUNDS DESCRIPTION FOR PARCEL 12**

METES & BOUNDS DESCRIPTION FOR A 4.596 ACRE TRACT OF LAND OUT OF THE KEY WEST IRRIGATION COMPANY SURVEY, ABSTRACT NO. 711, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF A CALLED 17.167 ACRE TRACT OF LAND AS CONVEYED TO HMP 2243 LP BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2020016735 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 4.596 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND SHOWN ON THE ATTACHED SKETCH:

**COMMENCING for POINT OF REFERENCE** at a Type I concrete right-of-way monument found on the south right-of-way line of FM Highway No. 2243, 1955 centerline Station 274+82.0 (80 feet wide at this point); Thence, with the south right-of-way line of said FM 2243, N 79°37'20" E, a distance of 2,162.68 feet to a calculated point for the northeast corner of a called 10.096 acre tract of land as conveyed to HMP 2243 LP by Warranty Deed with Vendor's Lien recorded in Document Number 2018001843 of the Official Public Records of Williamson County, Texas, for the northwest corner of the above described HMP 2243 LP 17.167 acre tract, for the northwest corner and **POINT OF BEGINNING** of the herein described tract, from which a mag nail found bears S 10°25'43" E, a distance of 1.39 feet;

THENCE, continuing with the south right-of-way line of said FM 2243, N 79°37'20" E, a distance of 912.13 feet to a Type I concrete right-of-way monument found at a point of curvature of a curve to the left, 40.00 feet right of 1955 centerline Station 305+56.6;

THENCE, continuing with the south right-of-way line of said FM 2243, along said curve to the left, an arc distance of 37.47 feet, having a radius of 5,769.58 feet, a central angle of 0°22'20" and chord which bears N 79°28'22" E, a distance of 37.47 feet to a 1/2-inch iron rod with a cap stamped "RJ SURVEYING" found at the intersection of said south right-of-way line of FM 2243 with the westerly right-of-way line of County Road 176 (right-of-way width varies), at the northeast corner of said 17.167 acre tract, for the northeast corner of the herein described tract;

THENCE, with the west right-of-way line of said County Road 176 and the east line of said 17.167 acre tract, S 21°00'38" E a distance of 198.57 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" (NAD-83, Central Zone Grid Coordinates: N=10,189,990.01, E=3,104,735.98) set for the southeast corner of the herein described tract, 192.48 feet right of FM 2243 baseline station 339+33.92;

THENCE, departing the west right-of-way line of said County Road 176, over and across said HMP 2243 LP 17.167 acre tract, S 78°19'35" W, a distance of 696.43 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at a point of curvature of a curve to the left;

THENCE, along said curve to the left, an arc distance of 280.23 feet, having a radius of 5,000.00 feet, a central angle of 3°12'40" and chord which bears S 76°43'15" W, a distance of 280.20 feet to a mag nail with a washer stamped "BGE INC" set on the west line of said HMP 2243 LP 17.167 acre tract, on the east line of said HMP 2243 LP 10.096 acre tract, for the southwest corner of the herein described tract, 173.20 feet right of FM 2243 baseline station 329+55.47;




THENCE, with the common line between said HMP 2243 LP 10.096 acre tract and said HMP 2243 LP 17.167 acre tract, along a curve to the right, an arc distance of 124.19 feet, having a radius of 800.00 feet, a central angle of 8°53'39" and chord which bears N 15°01'49" W, a distance of 124.06 feet to a mag nail found for corner;

THENCE, continuing with said common line, N 10°25'43" W, a distance of 101.35 feet to the **POINT OF BEGINNING** and containing 4.596 acres of land, more or less.

Bearing orientation is based on the Texas State Plane Coordinate System NAD-83, Central Zone 4203. All distances are surface and may be converted to grid by dividing by a scale factor of 1.00012.

I hereby certify that these notes were prepared by BGE from a survey made on the ground under my supervision on March 16, 2020 and are true and correct to the best of my knowledge. A sketch accompanies this description.

  
Jonathan O. Nobles RPLS Number 5777  
BGE, Inc.

101 West Louis Henna Blvd., Suite 400  
Austin, TX 78728  
Telephone: 512-879-0400  
TBPELS Licensed Surveying Firm Number 10106502



7/1/2020

Date

Client: Williamson County  
Date: July 1, 2020  
Project Number: 7473-00

# SKETCH TO ACCOMPANY LEGAL DESCRIPTION

HM PARKSIDE LP  
CALLED 1,156.001 ACRES  
DOC. NO. 2018114043  
O.P.R.W.C.

FM 2243

80' R.O.W.  
VOL. 408, PG. 390 D.R.W.C.  
VOL. 409, PG. 78 D.R.W.C.

DETAIL  
N.T.S.

FM 2243

PROPOSED R.O.W.



MATCHLINE SHEET 4 OF 5

**PARCEL 12 4.596 ACRES**  
200,186 SQUARE FEET  
A PORTION OF A CALLED LP  
HMP 2243 LP  
DOC. NO. 2020016735 O.P.R.W.C.

P.O.B.

2-W.M.

WATER M.H.

LAMP W/24" BASE

PROPOSED F.M. 2243 BASELINE

P.O.R.  
1955 STA 274+82.0  
40.00' RT

30' ACCESS EASEMENT  
DOC. NO. 2018022095  
O.P.R.W.C.

KEY PAD

DROP INLET TOP 971.53

C2

STA 329+55.47  
173.20' RT

C4

HMP 2243 LP  
CALLED 17,167 ACRES  
DOC. NO. 2020016735 O.P.R.W.C.

GATE

SHED

GATE MOTOR

LAMP W/24" BASE

SHED

KEYES IRRIGATION COMPANY  
SURREY, A-36  
SURREY, A-7-11

HMP 2243 LP  
CALLED 10,096 ACRES  
DOC. NO. 2018001843 O.P.R.W.C.

VARIES  
CR 1176  
R.O.W.



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**PARCEL PLAT**

**SHOWING PARCEL 12**

**4.596 ACRES**

**FM 2243**

**WILLIAMSON COUNTY, TEXAS**

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	07/01/2020	3 OF 5

# SKETCH TO ACCOMPANY LEGAL DESCRIPTION

FM 2243

PROPOSED R.O.W.  
HM PARKSIDE LP  
CALLED 1,156.001 ACRES  
VOL. 408, PG. 390 D.R.W.C.  
VOL. 409, PG. 78 D.R.W.C.  
DOC. NO. 2018114043  
O.P.R.W.C.

BRUSHY CREEK  
M.U.D. SIGN

340+00  
"PJ SURVEYING"

EXISTING R.O.W.  
N 79°37'20" E 3,074.82' [N 80°59'00" E 3,074.60']  
N 79°37'20" E 912.13'  
N 79°31'55" E 912.01'

1955 STA  
305+56.6  
40.00' RT

335+00  
PROPOSED F.M. 2243  
BASELINE

PARCEL 12 4.596 ACRES  
200,186 SQUARE FEET  
A PORTION OF A CALLED 17,167 ACRES  
HMP 2243 LP  
DOC. NO. 2020016735 O.P.R.W.C.

STA 339+33.92  
192.48' RT  
GRID COORDINATES  
N: 10,189,990.01  
E: 3,104,735.98

PROPOSED R.O.W.

TEXAS CRUSHED STONE COMPANY  
CALLED 524.79 ACRES  
VOL. 1679, PG. 21 O.R.W.C.

JOSEPH THOMPSON SURVEY, A-508  
KEY WEST IRRIGATION COMPANY SURVEY, A-711

WATERLINE ESMT.  
DOC. NO. 2004068564 O.P.R.W.C.T.

S 78°19'35" W 696.43'

HMP 2243 LP  
CALLED 17,167 ACRES  
DOC. NO. 2020016735 O.P.R.W.C.



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PARCEL PLAT			
SHOWING PARCEL 12			
4.596 ACRES			
FM 2243			
WILLIAMSON COUNTY, TEXAS			
Scale:	Job No.:	Date:	Page:
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MATCHLINE SHEET 3 OF 5



LEGEND

- B. BOLLARD
- DOC. DOCUMENT
- D.R.W.C. DEED RECORDS OF WILLIAMSON COUNTY
- M.H. MANHOLE
- NO. NUMBER
- O.P.R.W.C. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
- O.R.W.C. OFFICIAL RECORDS OF WILLIAMSON COUNTY
- P.G. PAGE
- P.O.B. POINT OF BEGINNING
- P.P. POWER POLE
- P.R.W.C. PLAT RECORDS OF WILLIAMSON COUNTY
- R.O.W. RIGHT-OF-WAY
- VOL. VOLUME
- W.M. WATER METER
- W.V. WATER VALVE
- ( ) RECORD INFO DOC. NO. 2020016735 O.P.R.W.C.
- [ ] RECORD INFO VOL. 408, PG. 390 D.R.W.C.
- FOUND 1/2" IRON ROD
- ▲ FOUND MAG NAIL
- SET 1/2" IRON ROD W/"BGE INC" CAP
- FOUND TYPE I CONCRETE MONUMENT
- ⊙ SET MAG NAIL IN ASPHALT W/"BGE INC" WASHER
- △ CALCULATED POINT
- x— WIRE FENCE
- o— WROUGHT IRON FENCE
- CHAIN LINK FENCE
- //— EDGE OF ASPHALT

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	37.47'	5,769.58'	0°22'20"	N 79°28'22" E	37.47'
C2	280.23'	5,000.00'	3°12'40"	S 76°43'15" W	280.20'
C3	124.19'	800.00'	8°53'39"	N 15°01'49" W	124.06'
C4	20.70'	800.00'	1°28'57"	S 20°13'06" E	20.70'

RECORD CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1		[5,769.58']			
C3		(800.00')			
C4		(800.00')			

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S 21°00'38" E	198.57'
L2	N 10°25'43" W	101.35'
L3	S 79°37'20" W	2,162.68'

RECORD LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	(S 21°04'37" E)	
L2	(N 10°26'33" W)	99.90'

RESTRICTIVE COVENANT AND EASEMENT NOTES:

THIS SURVEY WAS MADE IN RELIANCE UPON THAT CERTAIN COMMITMENT FOR TITLE INSURANCE ISSUED BY TITLE RESOURCES GUARANTY COMPANY UNDER G.F. 2025038-KFQ, DATED EFFECTIVE JUNE 12, 2020 AND ISSUED ON JUNE 23, 2020.

- 10a. TERMS, CONDITIONS, AND STIPULATIONS OF THAT CERTAIN ORDINANCE RECORDED IN VOLUME 767 PG 536 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, NOT PLOTTABLE.
- 10c. EASEMENT FOR WATERLINE GRANTED TO BRUSHY CREEK MUNICIPAL UTILITY DISTRICT RECORDED IN DOCUMENT NO. 2004068564 OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.
- 10e. TERMS, CONDITIONS, AND STIPULATION IN THE ACCESS EASEMENT AGREEMENT RECORDED IN DOCUMENT NO. 2018046544, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, EASEMENT AS SHOWN HEREON.

GENERAL NOTES:

- 1. BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83. DISTANCES SHOWN HEREON ARE IN SURFACE AND CAN BE CONVERTED TO GRID BY DIVIDING BY THE COMBINED SCALE FACTOR = 1.00012
- 2. A METES AND BOUNDS DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS SKETCH.



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PARCEL PLAT

SHOWING PARCEL 12

4.596 ACRES

FM 2243

WILLIAMSON COUNTY, TEXAS

Scale: 1"=100'

Job No.: 7473-00

Date: 07/01/2020

Page: 5 OF 5

## COMMERCIAL PROPERTY LEASE AGREEMENT

THIS COMMERCIAL PROPERTY LEASE AGREEMENT (the "Lease") is made between Williamson County, a political subdivision of the State of Texas, hereafter called "Lessor", and HMP 2243, LP, a Texas limited partnership, hereafter called "Lessee". Lessor and Lessee may be referred to herein as the "Parties."

### BACKGROUND INFORMATION:

Lessee currently owns 10.096 acres of land, more or less, out of the Key West Irrigation Company Survey, Abstract No. 711, in Williamson County, Texas, more particularly described by metes and bounds in Exhibit A attached hereto (the "Original Property"). Concurrently with the Parties' execution of this Lease, Lessee has conveyed to Lessor the portion of the Original Property described on Exhibit B (the "County Property"). A building built by Lessee is located on the County Property (the "Building"), as shown on Exhibit C.

The Parties have agreed that Lessee may lease the Building from Lessor until Lessor requires the County Property for County purposes on the terms set out below.

The parties agree as follows:

### AGREEMENT TO LEASE AND DESCRIPTION OF THE PROPERTY.

The Lessor leases to the Lessee, and the Lessee rents from the Lessor, the Building and space within the interior walls of the Building (the "Leased Premises"), together with the non-exclusive right to enter into and cross portions of the County Property, as shown on Exhibit C, to access the Building for pedestrian and vehicular traffic and to provide utility service to, and storm water drainage from, the Building, and the right to continue to maintain any existing signs for Lessee's business currently located on the County Property and the Building.

**1. LEASE TERM.**

A. **Initial Term.** The initial term of this Lease shall be a period of five (5) years, commencing on the date the County Property is conveyed to Lessor (the “**Commencement Date**”), and subject to early termination under Section 12, ending at midnight on the fifth (5<sup>th</sup>) year thereafter, except if the Commencement Date is not the first day of a month, the Initial Term will expire at midnight on the fifth (5<sup>th</sup>) year after the last day of the month in which the Commencement Date occurs (the “**Initial Term**”).

B. **Extension Term.** By notice delivered to Lessor at least 180 days before the termination date of the Initial Term, Lessee may extend the Lease Term for an additional five (5) year period (the “**Extension Term**”), subject to early termination under Section 12. The Extension Term shall begin on the expiration of the Initial Term. All terms, covenants, and provisions of this Lease shall apply to the Extension Term. The Initial Term and any Extension Term may be referred to collectively as the “**Lease Term**”.

**2. RENTAL.**

A. **Rental for Initial Term.** In advance on the First (1st) day of each calendar month, beginning on the Commencement Date, Lessee agrees to pay, without demand, deduction or offset, to Lessor **Four Hundred Dollars (\$400.00)** (the “**Initial Base Rent**”) as rent for the Leased Premises, plus **Two Hundred and Sixty-Four Dollars (\$264.00)** as additional rent for Lessee’s payment of real property taxes assessed against the Leased Premises [the Building only], as set forth below, at: Williamson County Auditor’s Office, Attn: Finance Director, 710 Main Street, Suite 301, Georgetown, Texas 78626 or such other place as Lessor may designate in writing. Upon Lessee’s request, Lessor will provide information



to allow Lessee to schedule electronic payment of rent. If the Commencement Date is not the first day of a month, the rent and additional rent will be prorated.

**B. Rent Adjustment.** The rent will be adjusted on each anniversary of the Commencement Date (the “**Adjustment Date**”) (except if the Commencement Date is not the first day of a month, the Adjustment Date will be the anniversary of the first full calendar month in the Lease Term) to reflect increases in the Consumer Price Index for “All Urban Consumers, U.S. City Average, All Items,” 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 Initial Base Rent by a fraction, the numerator of which is the index number for the last month before the adjustment and the denominator of which is the index number for the first month of the Initial Term. If the product is greater than the Initial Base Rent, Lessee will pay this greater amount as base rent until the next rental adjustment. In no event will the base rent for any calendar year of the Lease Term be less than the Initial Base Rent.

**C. Untimely or Insufficient Payment of Rent.** If Lessee fails to timely pay any month’s rent, Lessee will pay Lessor an initial late charge of FIFTY DOLLARS (\$50.00), plus additional late charges of TEN DOLLARS (\$10.00) per day thereafter until rent is paid in full. Time is of the essence for the payment of rent. **Lessee hereby acknowledges that strict compliance with rental due dates is required and that there is no grace period pertaining to the payment of rent.** Any waiver of late charges or failure to collect late charges under this paragraph will not affect or diminish any other right or remedy



Lessor may exercise, at law or in equity, for Lessee's failure to timely pay rent (including but not limited to reporting late payments to consumer reporting agencies).

Lessee further agrees to pay Lessor TWENTY FIVE DOLLARS (\$25.00) for each check Lessee tenders to Lessor which is returned by the institution on which it is drawn for any reason, plus initial and additional late charges until Lessor has received payment in full. Lessor may, upon written notice to Lessee, require Lessee to pay all rents by money order, cashier's check, certified funds, or other means acceptable to Lessor.

**3. SECURITY DEPOSIT.** On the execution of this Lease, Lessee shall deposit with Lessor an amount equal to one (1) month's rent, as security for faithful performance of the terms of the Lease. The deposit may be comingled with Lessor's other funds but shall be returned to Lessee, without interest and less any lawful deductions of same, on full performance of the provisions of this Lease.

Lessor may deduct all reasonable charges from the security deposit, which shall include but not be limited to charges for (a) unpaid or accelerated rent; (b) late charges and returned check charges; (c) unpaid utilities; (d) costs of cleaning, deodorizing and repairing the Leased Premises and its contents for which Lessee is responsible; (e) replacing unreturned keys or other security devices; (f) the removal of all unauthorized locks, fixtures, improvements installed by Lessee; (g) packing, removing, and storing abandoned property; (h) costs of reletting, if Lessee is in default; (i) attorney's fees and costs of court incurred in any proceeding against Lessee; and/or (j) other items Lessee is responsible to pay under the terms of this Lease.

In the event the deductions from the security deposit exceeds the amount of the security deposit, Lessee will pay Lessor the excess amount within Ten (10) days after Lessor makes written

demand on Lessee. The security deposit will be applied first to any non-rent items then to any unpaid rent.

**4. TAXES.**

**A. Personal Property Taxes.** Lessee agrees to pay any taxes levied against the personal property and trade fixtures of Lessee (but not taxes assessed against the personal property of any person subleasing space in the Leased Premises) in and about the Leased Premises, provided, however, that if any such taxes of Lessee are levied against Lessor or the Building or if the assessed value of the Building is increased by the inclusion of the value placed on Lessee's personal property and Lessor pays those taxes, Lessee, on demand, shall reimburse Lessor for all taxes actually paid on Lessee's behalf.

**B. Real Property Tax Reimbursement:** Lessee agrees to pay all ad valorem taxes, assessments and governmental charges of any kind and nature whatsoever (hereinafter collectively referred to as the "**Taxes**"), levied or assessed against the Leased Premises. Included also shall be all costs actually incurred by Lessor in contesting, rendering and otherwise adjusting the Taxes.

- 1. Payment of Taxes to Lessor:** On the first (1<sup>st</sup>) day of each month during the Initial Term and any extended term thereafter, Lessee shall pay to Lessor, as additional rent, without offset or deduction, an amount equal to one-twelfth (1/12) of the estimated Taxes as calculated by Lessor (prorated for any partial month) (each, a "**Tax Payment**"). The Tax Payment for the portions of 2021 within the Initial Term is set forth above in Section 2 (A.) and is based on Lessor's estimate of the Taxes for 2021.

**2. Tax Statement; Deficiency or Offset of Tax Costs:** On or before January 31<sup>st</sup> of each calendar year during the Lease Term (beginning January 31, 2022), Lessor shall furnish to Lessee a tax statement showing the total actual Taxes assessed against the Leased Premises for the preceding calendar year and the total amount of Tax Payments made by Lessee for such calendar year.

**a.** If the actual Taxes against the Leased Premises for a calendar year exceed the aggregate of Lessee's Tax Payments for such year, Lessee shall pay Lessor the deficiency within thirty (30) days after receipt of the statement.

**b.** If Lessee's Tax Payments for a calendar year exceed the actual Taxes against the Leased Premises for such calendar year as shown on the statement, Lessee shall be entitled to offset the excess against Lessee's Tax Payments thereafter becoming due. In the event the Lease has been terminated or has expired prior to determining that Lessee's Tax Payments exceeded the actual Taxes, any excess amounts paid by Lessee will first be applied to any amounts that may be due and owing Lessor at that time and any excess remaining thereafter, if any, shall be paid to Lessee.

**c.** Lessee's Tax Payment shall be adjusted in the event the Taxes increase or decrease thereby causing the actual Taxes against the



Leased Premises to change. Lessor will notify Lessee of any rent adjustment in the tax statement that is sent to Lessee on or before January 31<sup>st</sup>.

3. **Remedy for Non-Payment:** If Lessee should fail to pay any Taxes, assessments, or governmental charges required to be paid by Lessee hereunder, in addition to any other remedies provided herein, Lessor may, if Lessor so elects, pay such Taxes, assessments and governmental charges. Any sums so paid by Lessor shall be deemed to be so much additional rental owing by Lessee to Lessor and due and payable upon demand as additional rental plus interest at the maximum rate of interest allowed by law from the date of payment by Lessor until repaid by Lessee. Any and all remedies that are set out herein for the late payment of rents may also be exercised by Lessor in relation to late payments of any Taxes, assessments, or governmental charges required to be paid by Lessee hereunder.

4. **Adjustment to Taxes; Contest of Taxes:**

- (i) Lessee may, at its sole cost and expense, in its own name(s) and/or in the name of Lessor, dispute and contest the Taxes by appropriate proceedings diligently conducted in good faith but may not delay payment of the Taxes unless Lessee has deposited with Lessor the amount so contested and unpaid, which shall be held by Lessor without obligation for interest until the termination of the proceedings, at which times the amount(s) deposited shall be

applied by Lessor toward the payment of the items held valid (plus any court costs, interest, penalties and other liabilities associated with the proceedings), and any excess shall be returned to Lessee. Lessee further agrees to pay to Lessor upon demand all court costs, interests, penalties and other liabilities relating to such proceedings if not paid directly by Lessee.

- (ii) Any payment to be made pursuant to this section with respect to the real estate tax year in which this Lease commences or terminates shall bear the same ratio to the payment which would be required to be made for the full tax year as that part of such tax year covered by the term of this Lease bears to a full tax year.

**5. UTILITIES.** Lessee shall be responsible for arranging and paying for all utility services required in and to the Leased Premises. Lessee shall have the right to use the existing service lines and facilities serving the Building to provide utility service to the Building. The utility services shall include but not limited to electricity, gas, water, wastewater, telephone, IT communication services, alarm monitoring systems, television, sewer charges, and trash collection. Lessee further agrees to pay all connection fees, service fees, usage fees, and all other costs and fees for all utilities to the Leased Premises. Lessee must, at a minimum, keep the following utilities connected and in good working order (to the extent repair is not the obligation of the utility supplier) at all times during the Lease Term (to the extent they are available at the Leased Premises): gas; electricity; water; wastewater/sewer; and garbage services and collection. If Lessee fails to keep said utilities

connected and in working order during the Lease Term (excluding repairs that are the responsibility of the service provider), Lessee shall be deemed to be in default of this Lease.

**6. INDEMNIFICATION AND INSURANCE.**

**A. Indemnification of Lessor.** LESSEE AGREES TO INDEMNIFY AND HOLD HARMLESS LESSOR AND THE LEASED PREMISES FROM ALL COSTS, LOSSES, DAMAGES, LIABILITIES, EXPENSES, PENALTIES, AND FINES WHATSOEVER THAT MAY ARISE FROM OR BE CLAIMED AGAINST LESSOR AND/OR THE LEASED PREMISES BY ANY PERSON OR PERSONS FOR ANY INJURY TO PERSON OR PROPERTY OR DAMAGE OF WHATEVER KIND OR CHARACTER ARISING FROM THE USE OR OCCUPANCY OF THE LEASED PREMISES BY LESSEE AND FROM THE USE OR OCCUPANCY OF THE LEASED PREMISES BY ANY OF LESSEE'S SUBLESSEES OF SPACE WITHIN THE LEASED PREMISES; FROM ANY NEGLIGENCE OR FAULT OF LESSEE OR THE AGENTS, EMPLOYEES, GUESTS, LESSEE'S SUBLESSEES OF SPACE WITHIN THE LEASED PREMISES AND/OR INVITEES OF LESSEE IN USING AND OCCUPYING THE LEASED PREMISES; OR FROM ANY FAILURE BY LESSEE TO COMPLY AND CONFORM WITH ALL LAWS, STATUTES, ORDINANCES, AND REGULATIONS OF ANY GOVERNMENTAL BODY OR SUBDIVISION NOW OR HEREAFTER IN FORCE. IF ANY LAWSUIT OR PROCEEDING SHALL BE BROUGHT AGAINST LESSOR OR THE LEASED PREMISES ON ACCOUNT OF ANY ALLEGED VIOLATIONS OR FAILURE TO COMPLY AND CONFORM OR ON ACCOUNT OF ANY DAMAGE, OMISSION, NEGLIGENCE, OR USE OF THE LEASED PREMISES BY LESSEE, THE AGENTS, EMPLOYEES, GUESTS, LESSEE'S SUBLESSEES OF SPACE WITHIN THE LEASED PREMISES AND/OR INVITEES OF LESSEE, OR ANY OTHER PERSON ON THE LEASED PREMISES, LESSEE AGREES THAT LESSEE WILL DEFEND IT, PAY WHATEVER JUDGMENTS MAY BE RECOVERED AGAINST LESSOR OR AGAINST THE LEASED PREMISES ON ACCOUNT OF IT, AND PAY FOR ALL ATTORNEYS' FEES IN CONNECTION WITH IT, INCLUDING ATTORNEYS' FEES ON APPEAL.

**B. Insurance.** In order to insure the fulfillment of the above referenced indemnity provision, Lessee hereby agrees to maintain, at all times during any 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 Leased Premises, in an amount of at least ONE MILLION DOLLARS (\$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.

To the extent Lessee has personal property located at the Leased Premises, Lessee further agrees to maintain at all times during the Lease Term, at Lessee's cost, broad coverage fire and casualty insurance on such personal 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's personal property will not be covered by any hazard insurance that may be carried by Lessor. Lessee assumes the risk of loss on all contents of the Leased Premises owned by Lessee, excluding the building structures and improvements owned by Lessor.

Lessee further agrees to require its sublessees of space within the Leased Premises to have and maintain at all times during the Lease Term broad coverage fire and casualty insurance on their personal property stored within the Leased Premises. The personal property of Lessee's sublessees will also not be covered by any hazard insurance that may be carried by Lessor. Lessee assumes the risk of loss on all contents of the Leased Premises owned by its sublessees, excluding the building structures and improvements owned by Lessor.

Lessee shall, within ten (10) calendar days from the execution of this Lease, obtain a certified statement by each insurance carrier containing a clause providing that the insurance carrier will give Lessor thirty (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 (1) year.

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

8. **LESSEE'S COVENANTS.** Lessee further covenants and agrees as follows:

A. To pay the rent and provide the consideration for the Lease as it is set out herein; to use the Leased Premises in a careful and proper manner for the express purpose of operating a storage facility; to commit or permit no waste or damages to the Leased 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; to surrender the Leased Premises on expiration or termination of this Lease in clean condition and good repair, normal wear and tear excepted, provided, however, that all alterations, additions, and improvements permanently attached and made by Lessee (excepting movable furniture, equipment, supplies, and inventory installed by Lessee) shall become and remain the property of Lessor on the termination of Lessee's occupancy of the Leased Premises.

B. To prohibit and refrain from engaging in or allowing any use of the Leased Premises that will increase Lessor's premiums for insurance on the Building without the express written consent of Lessor.

C. In case of damage to glass in or on the Leased Premises, to replace it with glass of the same kind, size, and quality as quickly as possible at Lessee's expense.

**D.** To make no alterations in or additions or improvements to the Leased Premises, install any equipment in or on the Leased Premises or maintain signs advertising the Lessee on the Leased Premises without, in each case, obtaining the written consent of Lessor. If any alterations, additions, or improvements in or to the Leased Premises are made necessary by reason of the special use and occupancy of the Leased Premises by Lessee and, provided that Lessor grants its prior written permission to Lessee regarding such alterations, additions or improvements, Lessee agrees that it will make all such alterations, additions, and improvements in or to the Leased Premises at its own expense and in compliance with all building codes, ordinances, and governmental regulations pertaining to such work, use, or occupancy. **In accordance with indemnification provision above, Lessee agrees that it will hold Lessor harmless against all expenses, liens, claims, and damages to either property or person that may or might arise because any repairs, alterations, additions, or improvements are made.** Upon request of Lessor, Lessee agrees to restore, at Lessee's sole expense, the Leased Premises to its original condition upon the termination of this Lease unless this Lease is being terminated due to Lessor's plans to demolish the Building and use the County Property for highway purposes.

**E.** To permit Lessor to enter, inspect, and make such repairs to the Leased Premises as Lessor may reasonably desire, at all reasonable times, and if the right to extend the Lease Term has not been exercised, to permit Lessor to put on the Leased Premises a notice, that Lessee may not remove, stating that the Leased Premises are for rent one month preceding the expiration of this Lease.



**F.** Lessee agrees that it is solely responsible for making, at its sole cost, any alterations, additions, or improvements to the Leased Premises that are mandated by any and all state, federal and local accessibility legal requirements (“**accessibility alterations**”). The allocation of responsibility to Lessee for compliance with accessibility legal requirements with respect to the Leased Premises is a material inducement for the parties to enter this Lease. The cost incurred on said accessibility alterations shall be borne solely by Lessee. Lessee must obtain the written consent of Lessor before making any type of accessibility alterations.

**G.** At Lessee’s expense, Lessee shall perform all repairs to the heating and air-conditioning equipment/system and septic or sewer system.

**H.** At Lessee’s expense, Lessee shall maintain the structure of the Building, including but not limited to the roof, exterior walls, floors and foundation.

**I.** Lessee agrees that it is solely responsible for making, at its sole cost, any alterations, additions, or improvements to the Leased Premises which are mandated or otherwise may be required for the issuance of a certificate of occupancy from the local municipality, if applicable. Furthermore, Lessee agrees that it is solely responsible, at its sole cost, for making all alterations, additions, or improvements necessary to the Leased Premises to cause the Leased 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 American’s with Disabilities Act, the Federal Government, the local municipality, the County of Williamson, and the State of Texas. 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 Leased Premises and its intended use to be in compliance with said laws, rules, ordinances, development codes or regulations shall be solely borne by Lessee.

**9. LESSOR'S COVENANTS.** Lessor covenants and agrees as follows:

**A.** To warrant and defend Lessee in the enjoyment and peaceful possession of the Leased Premises during the aforesaid term.

**B.** If the Leased Premises are destroyed or so damaged by fire, casualty, or other disaster that they become untenable, Lessor will have the right to render the Leased Premises tenantable by repairs within ninety (90) days from the date of damage with reasonable additional time, if necessary, for Lessor to adjust the loss with insurance companies insuring the Leased Premises, or for any other delay occasioned by conditions beyond the control of Lessor. If the Leased Premises are not rendered tenantable within that time, Lessor will have the right to terminate this Lease by written notice to Lessee.

**10. DEFAULTS BY LESSEE.** If Lessee fails to perform or breaches any term, condition or agreement set forth in this Lease, and this failure or breach continues for ten (10) days (or, with respect to a non-monetary default, such additional time as reasonably may be necessary to cure the default provided Lessee promptly begins and diligently pursues, such cure) after a written notice specifying the required performance has been given to the Lessee, Lessor may:

**A.** institute action in a court of competent jurisdiction to terminate this Lease and sue for actual damages, and Lessee shall pay Lessor all expenses of the litigation, including reasonable attorneys' fees; or

**B.** may, but not be obligated to do so, enter the Leased 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 ten (10) 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 term and tenancy hereby created shall terminate on the tenth (10<sup>th</sup>) day after such notice is given and Lessee shall within such ten (10) day period vacate the Leased Premises and surrender them to Lessor in the state required under this Lease, with Lessor having the right to reenter and repossess the Leased Premises discharged of this Lease and to expel all occupants and to remove all property therefrom.

In addition to the remedies set forth herein and available at law, upon the occurrence of any default or breach, Lessor may enter and take possession of the Leased 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 Leased Premises, until the default is cured, without being liable for damages.

**11. DEFAULTS BY LESSOR.** Defaults by Lessor are failing to comply with any provision, term, condition or agreement of this Lease within thirty (30) days after written notice from Lessee. Lessee's sole remedy for Lessor's default is to terminate this Lease.



**12. VOLUNTARY TERMINATION.** Lessor or Lessee may terminate this Lease, without cause or liability, upon giving one hundred eighty (180) days written notice to the other party; provided, Lessor agrees to not deliver such a notice unless Lessor has scheduled construction of improvements on the County Property to begin within one (1) year after delivery of such notice. Upon the termination of this Lease pursuant to this provision, Lessee will surrender the Leased Premises peaceably to Lessor in the state required under this Lease. It is understood and agreed that all amounts due Lessor as of and including the date of termination, will be immediately due and payable on the date of Lessee's surrender of the Leased Premises.

**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; if Lessee's leasehold interest is sold under execution or by a trustee in bankruptcy; 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 Leased Premises immediately and without notice to Lessee or any assignee, transferee, trustee, or any other person or persons, using force if necessary.

**14. LESSOR TO HAVE LIEN.** Lessor will have a lien against all goods, equipment, furniture, and other personal property of Lessee brought, stored, or kept on the Leased Premises during any term of this Lease, in the aggregate amount of all rent, damages, and other sums that may at any time be owed by Lessee to Lessor under the Lease (but Lessor acknowledges such lien will not attach to the property owned by sublessees of space within the Leased Premises). In the event of any default by Lessee, Lessor may foreclose the lien in the same manner that a mortgage would be foreclosed and, in that event, Lessee shall be obligated for all court costs and reasonable attorneys' fees.

**15. Intentionally Deleted.**

**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 the Lessee shall not act to waive any other additional 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.

No surrender of the Leased Premises for the remainder of any term of this Lease will be valid unless accepted by Lessor in writing. Lessee will not assign or sublet this Lease without Lessor's prior written consent. No assignment or sublease will relieve the assignor or sublessor of any obligation under this Lease. Each assignee or sublessee, by assuming such status, will become obligated to perform every agreement of this Lease to be performed by Lessee, except that a sublessee shall be obligated to perform such agreements only insofar as they relate to the subleased part of the property and the rent required by the sublease.

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, 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 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 OF THE LEASED PREMISES. THE TERMS OF THIS PARAGRAPH WILL SURVIVE ANY TERMINATION OF THIS LEASE.

18. **Intentionally Deleted.**

19. **LESSOR'S LEASE ADMINISTRATOR AND PROPERTY MANAGER.** The Director of Facilities for Williamson County (or as otherwise designated by Lessor), shall serve as Lessor's lease administrator and property manager. The said lease administrator and property



manager shall also serve as liaison between the Williamson County Commissioners' Court and Lessee. Lessor's lease administrator and property manager contact information is as follows:

Williamson County Facilities Director  
3101 S. E. Inner Loop  
Georgetown, Texas 78626  
Phone: (512) 943-1599  
Fax: (512) 930-3313  
Email: [facilities@wilco.org](mailto:facilities@wilco.org)

**20. 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 addresses:

LESSOR: Williamson County Judge Bill Gravell (or successor)  
710 South Main, Ste. 101  
Georgetown, Texas 78626

LESSEE: HMP 2243, Ltd.  
1101 N. Lamar Blvd.  
Austin, Texas 78703  
Attn: Amy Payne

**21. GENDER, NUMBER AND HEADINGS.** Words of any gender used in this Lease Agreement 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.

**22. 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.

**23. TERMS INCLUSIVE.** As used herein, the terms "Lessor" and "Lessee" include the plural whenever the context requires or admits.

**24. 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.

**25. 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.

**26. ASSIGNMENT.** Lessee may not assign, in whole or in part, any interest it may have in this Lease without the prior written consent of Lessor, except Lessee may assign this Lease to a

party who acquires all of the Original Property except the County Property. Lessee may sublet space in the Leased Premises to subtenants for the use permitted by this Lease.

**27. NO INDEMNIFICATION BY LESSOR.** Lessee acknowledges and agrees that Lessor, as a Texas County 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.

**28. Intentionally Deleted.**

**29. 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 Leased Premises and supersedes any prior understandings or written or oral agreements between the parties with respect to the to the Leased 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.



IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Lease to be effective as of the date of the last party's execution below.

Signed, sealed, and delivered in our presence as:

**LESSOR:**

**WILLIAMSON COUNTY**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Representative

Capacity: \_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_\_\_

**LESSEE:**

**HMP 2243, L.P.**, a Texas limited partnership

By: HMP 2243 GP, LLC, a Texas limited  
liability company, General Partner

By: Amy Lynn Payne  
Amy Lynn Payne, President

Date: June 30<sup>th</sup>, 2021

Exhibit C

Form of Deed

**SPECIAL WARRANTY DEED**

FM 2243 Right of Way

THE STATE OF TEXAS

§

§

COUNTY OF WILLIAMSON

§

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:**

That **HMP 2243 LP**, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto **WILLIAMSON COUNTY, TEXAS**, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows:

Being a 2.884 acre tract of land out of the Key West Irrigation Company survey, Abstract No. 711, Williamson County, Texas, being a portion of a called 10.096 acre tract of land as conveyed to HMP 2243 LP by special warranty deed with vendor's lien recorded in document number 2018001843 of the official public records of Williamson County, Texas; said 2.884 acre tract of land being more particularly described by metes and bounds in EXHIBIT "A," attached hereto and incorporated herein (Parcel 11);

Being a 4.596-acre tract of land out of the Key West Irrigation Company survey, Abstract No. 711, Williamson County, Texas, being a portion of a called 17.167-acre tract of land as conveyed to HMP 2243 LP by special warranty deed recorded in document number 2020016735 of the official public records of Williamson County, Texas; said 4.596-acre tract of land being more particularly described by metes and bounds in EXHIBIT "A," attached hereto and incorporated herein (Parcel 12);

**SAVE AND EXCEPT, HOWEVER,** it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the property described in said Exhibit "A" to wit: NONE

**RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:**

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of FM 2243.

**TO HAVE AND TO HOLD** the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, when the claim is by, through, or under Grantor, but not otherwise, except as to the Reservations from and Exceptions to Conveyance and Warranty.

Grantee acknowledges that it is an entity which possesses the power of condemnation, and that the deed for the Property is being delivered for proposed future RM 2243 right of





**AFTER RECORDING RETURN TO:**

Sheets & Crossfield, P.C.

309 East Main

Round Rock, Texas 78664