

REAL ESTATE CONTRACT

Hero Way Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **FREDERICK A. JAY** (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:

Tract One:

Being a 1.631-acre tract, more or less, out of the Elijah D. Harmon Survey, Abstract No. 6, Williamson County, Texas; and being more fully described by metes and bounds in Exhibit "A-1" attached hereto and incorporated herein ("Tract One") (**Parcel 303**); and

Tract Two:

Being a 0.554-acre tract, more or less, out of the Elijah D. Harmon Survey, Abstract No. 6, Williamson County, Texas; and being more fully described by metes and bounds in Exhibit "A-2" attached hereto and incorporated herein ("Tract Two" and together with Tract One referred to as the "Property") (**Parcel 303R**); and

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 Exhibits A-1 and A-2 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 and Additional Compensation

2.01. The Purchase Price for Tract One, any improvements on Tract One, and any damage or cost to cure the remaining property of Seller shall be the sum of ONE MILLION SEVEN HUNDRED FORTY-TWO THOUSAND NINE HUNDRED FIFTY-FOUR and 00/100 Dollars (\$1,742,954.00).

2.02. Partial Donation. In addition to the Purchase Price paid for Tract One, Seller agrees to convey Tract Two to Purchaser as a partial donation, valued for purposes of this Contract at the amount of TWO HUNDRED TWENTY-EIGHT THOUSAND FOUR HUNDRED SIXTY-SIX and 00/100 Dollars (\$228,466.00). Seller may receive any proper tax benefit to which it is entitled from through this partial donation, and Purchaser shall provide any reasonable assistance requested by Seller to complete any additional documentation for same.

Payment of Purchase Price

2.03. The Purchase Price shall be payable in cash or other good funds 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

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.

(3) Tract One of the Property herein is being conveyed to Purchaser under threat of condemnation, whereas Tract Two of the Property is being voluntarily acquired.

ARTICLE V CLOSING

Closing Date

5.01. The Closing shall be held at the office of Texas National Title Company on or before August 30, 2023, or at such time, date, and place as Seller and Purchaser may otherwise agree, 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 Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to all of the Property described in Exhibits A-1 and A-2, and deliver to Purchaser a duly executed and Assignment of Lease document to Williamson County, Texas conveying such interest to all of the Property described in Exhibits A-1 and A-2, both 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 exceptions approved by Purchaser pursuant to Article III hereof; and
- (c) Any exceptions approved by Purchaser in writing.

(2) The Deed shall be in the form as shown in Exhibit "B" attached hereto and incorporated herein. The Assignment of Lease shall be in the form as shown in Exhibit "C" attached hereto and incorporated herein.

(3) Provide reasonable assistance as requested, at no cost to Seller, to cause Title Company to issue Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in the Property Grantee's favor 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.

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 as incurred.

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.

Contingent Possession and Use Agreement

8.12. Upon completion of (1) the full execution of this Contract by all parties, and (2) acknowledgment by the Title Company of delivery by Purchaser of the full Purchase Price to the Title Company, Purchaser, its agents and contractors shall be permitted at any time after August 30, 2023 to enter and possess the Property prior to Closing for the purpose of completing any and all necessary testing or preliminary investigation activities associated with the proposed Hero Way improvement construction project of Purchaser, and Seller agrees to make any gate access available to Purchaser, its contractors or utility facility owners as necessary to carry out the purposes of this paragraph. The parties further agree to continue to use diligence in assisting with any title curative measures or mortgage lien release required by the Contract to complete the Closing of the purchase transaction.

SELLER:



Frederick A. Jay

Address: 418 Cool Pines Drive

Pagosa Springs, CO 81147

Date: Jul 28, 2023

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: 303
Highway: FM 2243

METES & BOUNDS DESCRIPTION FOR PARCEL 303

METES & BOUNDS DESCRIPTION FOR A 1.631 ACRE TRACT OF LAND OUT OF THE ELIJAH D. HARMON SURVEY, ABSTRACT NO. 6, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF THE REMAINDER OF A CALLED 3.74 ACRE TRACT OF LAND AS CONVEYED TO FREDERICK A. JAY BY GENERAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2002087971 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 1.631 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND SHOWN ON THE ATTACHED SKETCH:

BEGINNING at a 1/2-inch iron rod with an illegible cap found on the northeast right-of-way line of U.S. Highway 183A (width varies) as dedicated in Document Numbers 2005010093, 2005013409, 2005101481, 2022136249 and 2023002871, all of the Official Public Records of Williamson County, Texas, at the southwest corner of the above described Jay remainder tract, at the northwest corner of a called 1.063 acre tract of land described as Parcel 304 as dedicated in said Document Number 2022136249 of the Official Public Records of Williamson County, Texas, and at the most easterly common corner of a called 1.557 acre tract of land described as Parcel 33 as dedicated in said Document Number 2005013409 of the Official Public Records of Williamson County, Texas, and a called 5.532 acre tract of land described as Parcel 34 as dedicated in said Document Number 2005010093 of the Official Public Records of Williamson County, Texas, for the southwest corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, with the northeast right-of-way line of said U.S. Highway 183A and the southwest line of said Jay remainder tract, along a curve to the left, an arc distance of 205.31 feet, having a radius of 2,884.79 feet, a central angle of 04°04'40" and a chord which bears N 33°57'20" W a distance of 205.26 feet to a 1/2-inch iron rod with an illegible cap found at the intersection with the south right-of-way line of Hero Way (width varies) as dedicated by Document Numbers 2009071322, 2009071325 and 2023002871, all of the Official Public Records of Williamson County, Texas, at the northwest corner of said Jay remainder tract, at the southwest corner of a called 1.139 acre tract of land described as Parcel 302 as dedicated in said Document Number 2023002871 of the Official Public Records of Williamson County, Texas, at the most easterly common corner of said Parcel 33 and a called 2.115 acre tract of land described as Parcel 32 Part 1 as dedicated in said Document Number 2005101481 of the Official Public Records of Williamson County, Texas, for the northwest corner of the herein described tract;

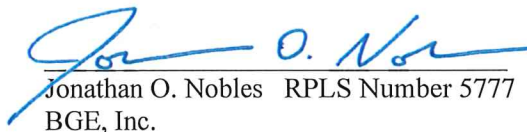
THENCE, with the north line of said Jay remainder tract and the south right-of-way line of said Hero Way, N 68°58'05" E a distance of 481.88 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" (NAD-83, Central Zone Grid Coordinates: N: 10,186,265.00, E: 3,082,046.37) set at the southeast corner of said Parcel 302, at the southeast corner of a called 0.003 acre tract of land described as Parcel 302R as conveyed to Williamson County, Texas by Deed recorded in said Document Number 2023002871 of the Official Public Records of Williamson County, Texas, and at the beginning of a non-tangent curve to the left, for the northeast corner of the herein described tract, 366.42 feet right of FM 2243 baseline station 105+69.50, from which a 5/8-inch iron rod found on the west right-of-way line of County Road 269 (width varies) (no deed of record found), at the northeast corner of said Jay remainder tract, and at the southeast corner of said Parcel 302R, bears N 68°58'05" E a distance of 19.32 feet;

THENCE, departing the south right-of-way line of said Hero Way, over and across said Jay remainder tract, along said curve to the left, an arc distance of 274.91 feet, having a radius of 991.00 feet, a central angle of 15°53'38" and a chord which bears S 22°07'18" W a distance of 274.02 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set on the east right-of-way line of said U.S. Highway 183A and the south line of said Jay remainder tract, at the northeast corner of said Parcel 304, and at the northwest corner of the remainder of a called 5.221 acre tract of land as conveyed to GP Liberty Hill LLC by General Warranty Deed recorded in Document Number 2016086336 of the Official Public Records of Williamson County, Texas, for the southeast corner of the herein described tract, 566.61 feet right of FM 2243 baseline station 103+82.37, from which a 5/8-inch iron rod found on the west right-of-way line of said County Road 269, at the southeast corner of said Jay remainder tract, and at the northeast corner of said GP Liberty Hill Tract, bears N 68°55'55" E a distance of 204.88 feet;

THENCE, with the east right-of-way line of said U.S. Highway 183A and the south line of said Jay remainder tract, S 68°55'55" W a distance of 248.55 feet to the **POINT OF BEGINNING** and containing 1.631 acres (71,042 square feet) 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 May 12, 2022 and are true and correct to the best of my knowledge. A sketch accompanies this description.


Jonathan O. Nobles RPLS Number 5777
BGE, Inc.

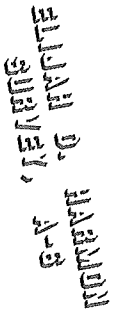
101 West Louis Henna Blvd., Suite 400
Austin, TX 78728
Telephone: 512-879-0400
TBPELS Licensed Surveying Firm Number 10106502



1/13/2023

Date

Client: Williamson County
Date: June 3, 2022
Revised: January 13, 2023
Project Number: 7473-00



Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	06/03/2022	3 of 5

LEGEND

B.	BOLLARD
BLDG.	BUILDING
B.O.	BUILDING OVERHANG
B.P.	BRICK PAVERS
B.W.F.	BARBED WIRE FENCE
C.H.W.	CONCRETE HEADWALL
C.L.F.	CHAIN LINK FENCE
CMP	CORRUGATED METAL PIPE
C.O.	CLEAN OUT
DOC.	DOCUMENT
D.R.W.C.	DEED RECORDS OF WILLIAMSON COUNTY
E.C.R.	ELECTRIC CONDUIT RISER
E.M.	ELECTRIC METER
F.H.	FIRE HYDRANT
F.O.M.	FIBER OPTIC MARKER
G.P.	GATE POST
M.H.	MANHOLE
N.O.	NUMBER
NOS.	NUMBERS
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
P.G.	PAGE
P.L.M.	PIPELINE MARKER
P.L.V.	PIPELINE VENT
P.O.B.	POINT OF BEGINNING
P.P.	POWER POLE
R.C.P.	REINFORCED CONCRETE PIPE
R.P.	REFLECTOR POST
R.O.W.	RIGHT-OF-WAY
STM.	STORM
S.V.	SPRINKLER VALVE
TRANS.	TRANSFORMER
U.E.B.	UNDERGROUND ELECTRIC BOX
VOL.	VOLUME
V.P.	VERTICAL PIPE
W.M.	WATER METER
W.V.	WATER VALVE
W.W.	WATER WELL
()	RECORD INFO FOR DOC. NO. 2005010093 O.P.R.W.C.
[]	RECORD INFO FOR DOC. NO. 2002087971 O.P.R.W.C.
(())	RECORD INFO FOR DOC. NO. 2005101481 O.P.R.W.C.
[[]]	RECORD INFO FOR DOC. NO. 2005013409 O.P.R.W.C.
< >	RECORD INFO FOR DOC. NO. 2016086336
●	FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
○	SET 1/2" IRON ROD W/CAP "WILCO ROW 5777"
△	CALCULATED POINT
x	WIRE FENCE
—DHT—	OVERHEAD TELEPHONE
—DHP—	OVERHEAD POWER
///	EDGE OF ASPHALT

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N 68°58'05" E	19.32'
L2	N 68°55'55" E	204.88'

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	205.31'	2,884.79'	4°04'40"	N 33°57'20" W	205.26'
C2	274.91'	991.00'	15°53'38"	S 22°07'18" W	274.02'

RECORD CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
[[C1]]	[[205.05]]	[[2,884.79]]	[[4°04'21"]]	[[N 33°56'21" W]]	[[205.01']]

REVISED 1/13/2023: UPDATED TITLE COMMITMENT INFO.
REVISED 7/25/2022: UPDATED PARCEL BOUNDARY



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

Copyright 2022

PARCEL PLAT
SHOWING PARCEL 303
1.631 ACRES
FM 2243
WILLIAMSON COUNTY, TEXAS

RESTRICTIVE COVENANT AND EASEMENT NOTES:

1. RESTRICTIVE COVENANTS OF RECORD ITEMIZED IN VOLUME 921, PAGE 806, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.
- 10.3 TELEPHONE/TELEGRAPH EASEMENT GRANTED TO SOUTHWESTERN BELL TELEPHONE COMPANY, AS DESCRIBED IN VOLUME 526, PAGE 555, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.
- 10.5 UTILITY EASEMENT GRANTED TO THE CITY OF LEANDER, AS DESCRIBED IN DOCUMENT NO. 2018003212, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.
- 10.6 WASTEWATER EASEMENT GRANTED TO THE CITY OF LEANDER, AS DESCRIBED IN DOCUMENT NO. 2018054086, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.
- 10.7 THE RIGHT TO PROHIBIT, LIMIT, RESTRICT OR CONTROL ACCESS TO U.S. HWY 183A, AS SET FORTH IN DOCUMENT NO. 2005013409, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT.

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.
3. THIS PARCEL PLAT WAS MADE IN RELIANCE UPON THAT CERTAIN COMMITMENT FOR TITLE INSURANCE ISSUED BY FIRST AMERICAN TITLE GUARANTY COMPANY AND TEXAS NATIONAL TITLE, INC. UNDER G.F. NO. T-158408, DATED EFFECTIVE SEPTEMBER 23, 2022 AND ISSUED ON OCTOBER 3, 2022.

I hereby certify that this survey was made on the ground by BGE, Inc. under my supervision on May 12, 2022 and is true and correct to the best of my knowledge. The property has access to a public roadway and there are no visible encroachments, except as shown hereon.



Jonathan O. Nobles 1/11/2023
JONATHAN O. NOBLES RPLS NO. 5777
BGE, INC.
101 WEST LOUIS HENNA BLVD., SUITE 400
AUSTIN, TEXAS 78728
TELEPHONE: (512) 879-0400

REVISED 1/13/2023: UPDATED TITLE COMMITMENT INFO.
REVISED 7/25/2022: UPDATED PARCEL BOUNDARY

BGE
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
Copyright 2022

PARCEL PLAT
SHOWING PARCEL 303
1.631 ACRES
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	06/03/2022	5 of 5

EXHIBIT A-2

County: Williamson
Parcel: 303R
Highway: FM 2243

METES & BOUNDS DESCRIPTION FOR PARCEL 303R

METES & BOUNDS DESCRIPTION FOR A 0.554 ACRE TRACT OF LAND OUT OF THE ELIJAH D. HARMON SURVEY, ABSTRACT NO. 6, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF THE REMAINDER OF A CALLED 3.74 ACRE TRACT OF LAND AS CONVEYED TO FREDERICK A. JAY BY GENERAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2002087971 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.554 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 1/2-inch iron rod with an illegible cap found on the northeast right-of-way line of U.S. Highway 183A (width varies) as dedicated in Document Numbers 2005010093, 2005013409, 2005101481, 2022136249 and 2023002871, all of the Official Public Records of Williamson County, Texas, at the southwest corner of the above described Jay remainder tract, at the northwest corner of a called 1.063 acre tract of land described as Parcel 304 as dedicated in said Document Number 2022136249 of the Official Public Records of Williamson County, Texas, and at the most easterly common corner of a called 1.557 acre tract of land described as Parcel 33 as dedicated in said Document Number 2005013409 of the Official Public Records of Williamson County, Texas, and a called 5.532 acre tract of land described as Parcel 34 as dedicated in said Document Number 2005010093 of the Official Public Records of Williamson County, Texas; Thence, with the east right-of-way line of said U.S. Highway 183A and the south line of said Jay remainder tract, N 68°55'55" E a distance of 248.55 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" (NAD-83, Central Zone Grid Coordinates: N: 10,186,011.17, E: 3,081,943.19) set at the northeast corner of said Parcel 304, at the northwest corner of the remainder of a called 5.221 acre tract of land as conveyed to GP Liberty Hill LLC by General Warranty Deed recorded in Document Number 2016086336 of the Official Public Records of Williamson County, Texas, and at the beginning of a non-tangent curve to the right, for the southwest corner and **POINT OF BEGINNING** of the herein described tract, 566.61 feet right of FM 2243 baseline station 103+82.37;

THENCE, over and across said Jay remainder tract, along said curve to the right, an arc distance of 274.91 feet, having a radius of 991.00 feet, a central angle of 15°53'38" and a chord which bears N 22°07'18" E a distance of 274.02 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set on the north line of said Jay remainder tract and the south right-of-way of south right-of-way line of Hero Way (width varies) as dedicated by Document Numbers 2009071322, 2009071325 and 2023002871, all of the Official Public Records of Williamson County, Texas, at the southeast corner of a called 1.139 acre tract of land described as Parcel 302 as dedicated in said Document Number 2023002871 of the Official Public Records of Williamson County, Texas, and at the southwest corner of a called 0.003 acre tract of land described as Parcel 302R as conveyed to Williamson County, Texas by Deed recorded in said Document Number 2023002871 of the Official Public Records of Williamson County, Texas, for the northwest corner of the herein described tract, 366.42 feet right of FM 2243 baseline station 105+69.50, from which a 1/2-inch iron rod with an illegible cap found at the intersection of the northeast right-of-way line of said U.S. Highway 183A and the south right-of-way line of said Hero Way, at the southwest corner of said Parcel 302, at the most easterly common corner of said Parcel 33 and a called 2.115 acre tract of land described as Parcel 32 Part 1 as dedicated in said Document Number 2005101481 of the Official Public Records of Williamson County, Texas, and at the northwest corner of said Jay remainder tract bears S 68°58'05" W a distance of 481.88 feet;

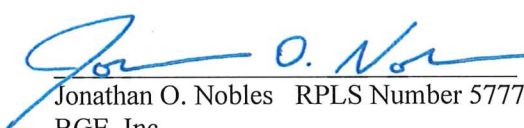
THENCE, with the north line of said Jay remainder tract and the south line of said Williamson County Parcel 302R, N 68°58'05" E a distance of 19.32 feet to a 5/8-inch iron rod found on west right-of-way line of County Road 269 (width varies) (no deed of record found), at the northeast corner of said Jay remainder tract, and at the southeast corner of said Williamson County Parcel 302R, for the northeast corner of the herein described tract;

THENCE, with the west right-of-way line of said County Road 269 and the east line of said Jay remainder tract, S 20°29'59" E a distance of 199.79 feet to a 5/8-inch iron rod found at the southeast corner of said Jay remainder tract, and at the northeast corner of said GP Liberty Hill Tract, for the southeast corner of the herein described tract, from which a 1/2-inch iron rod found on the west right-of-way line of said County Road 269, at the southeast corner of said GP Liberty Hill Tract, bears S 20°29'59" E a distance of 563.30 feet;

THENCE, departing the west right-of-way line of said County Road 269, with the south line of said Jay remainder tract and the north line of said GP Liberty Hill Tract, S 68°55'55" W a distance of 204.88 feet to the **POINT OF BEGINNING** and containing 0.554 acre (24,136 square feet) 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 May 12, 2022 and are true and correct to the best of my knowledge. A sketch accompanies this description.

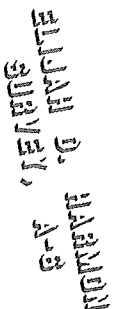

Jonathan O. Nobles RPLS Number 5777
BGE, Inc.
101 West Louis Henna Blvd., Suite 400
Austin, TX 78728
Telephone: 512-879-0400
TBPELS Licensed Surveying Firm Number 10106502



6/15/2023

Date

Client: Williamson County
Date: June 15, 2023
Project Number: 7473-00



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

PARCEL PLAT
SHOWING PARCEL 303R
0.554 ACRE
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page
1"=100'	7473-00	06/15/2023	3

LEGEND

B.	BOLLARD
BLDG.	BUILDING
B.O.	BUILDING OVERHANG
B.P.	BRICK PAVERS
B.W.F.	BARBED WIRE FENCE
C.H.W.	CONCRETE HEADWALL
C.L.F.	CHAIN LINK FENCE
CMP	CORRUGATED METAL PIPE
C.O.	CLEAN OUT
DOC.	DOCUMENT
D.R.W.C.	DEED RECORDS OF WILLIAMSON COUNTY
E.C.R.	ELECTRIC CONDUIT RISER
E.M.	ELECTRIC METER
F.H.	FIRE HYDRANT
F.O.M.	FIBER OPTIC MARKER
G.P.	GATE POST
M.H.	MANHOLE
NO.	NUMBER
NOS.	NUMBERS
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
PG.	PAGE
P.L.M.	PIPELINE MARKER
P.L.V.	PIPELINE VENT
P.O.B.	POINT OF BEGINNING
P.O.R.	POINT OF REFERENCE
P.P.	POWER POLE
RCP	REINFORCED CONCRETE PIPE
R.P.	REFLECTOR POST
R.O.W.	RIGHT-OF-WAY
STM.	STORM
S.V.	SPRINKLER VALVE
TRANS.	TRANSFORMER
U.E.B.	UNDERGROUND ELECTRIC BOX
VOL.	VOLUME
V.P.	VERTICAL PIPE
W.M.	WATER METER
W.V.	WATER VALVE
W.W.	WATER WELL
()	RECORD INFO FOR DOC. NO. 2005010093 O.P.R.W.C.
[]	RECORD INFO FOR DOC. NO. 2002087971 O.P.R.W.C.
(())	RECORD INFO FOR DOC. NO. 20050101481 O.P.R.W.C.
[[]]	RECORD INFO FOR DOC. NO. 2005013409 O.P.R.W.C.
< >	RECORD INFO FOR DOC. NO. 2016086336

LEGEND CONTINUED

●	FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
○	SET 1/2" IRON ROD W/CAP "WILCO ROW 5777"
△	CALCULATED POINT
—x—	WIRE FENCE
—○—	METAL/CHAIN LINK FENCE
—DR—	OVERHEAD TELEPHONE
—DHP—	OVERHEAD POWER
—//—	EDGE OF ASPHALT
[10.3]	SCHEDULE B ITEM

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N 68°58'05" E	19.32'

CURVE TABLE				
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING
C1	274.91'	991.00'	15°53'38"	N 22°07'18" E
				CHORD DISTANCE
				274.02'



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 303R
0.554 ACRE
FM 2243
WILLIAMSON COUNTY, TEXAS

RESTRICTIVE COVENANT AND EASEMENT NOTES:

1. RESTRICTIVE COVENANTS OF RECORD ITEMIZED IN VOLUME 921, PAGE 806, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.
- 10.1 WATER CONTROL EASEMENT GRANTED TO BRUSHY CREEK WATER CONTROL AND IMPROVEMENT DISTRICT NO. 1, AS DESCRIBED IN VOLUME 438, PAGE 475, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT.
- 10.2 ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE, INC., AS DESCRIBED IN VOLUME 517, PAGE 163, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT.
- 10.3 TELEPHONE/TELEGRAPH EASEMENT GRANTED TO SOUTHWESTERN BELL TELEPHONE COMPANY, AS DESCRIBED IN VOLUME 526, PAGE 555, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.
- 10.4 ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE INC., AS DESCRIBED IN VOLUME 577, PAGE 496, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, AS AFFECTED BY RELEASE OF EASEMENT RECORDED IN DOCUMENT NO. 2008066744, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS DOES NOT AFFECT THE SUBJECT TRACT.
- 10.5 UTILITY EASEMENT GRANTED TO THE CITY OF LEANDER, AS DESCRIBED IN DOCUMENT NO. 2018003212, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.
- 10.6 WASTEWATER EASEMENT GRANTED TO THE CITY OF LEANDER, AS DESCRIBED IN DOCUMENT NO. 2018054086, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.
- 10.7 THE RIGHT TO PROHIBIT, LIMIT, RESTRICT OR CONTROL ACCESS TO U.S. HWY 183A, AS SET FORTH IN DOCUMENT NO. 2005013409, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT.

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.
3. THIS PARCEL PLAT WAS MADE IN RELIANCE UPON THAT CERTAIN COMMITMENT FOR TITLE INSURANCE ISSUED BY FIRST AMERICAN TITLE GUARANTY COMPANY AND TEXAS NATIONAL TITLE, INC. UNDER G.F. NO. T-158408, DATED EFFECTIVE APRIL 28, 2023 AND ISSUED ON MAY 5, 2023.

I hereby certify that this survey was made on the ground by BGE, Inc. under my supervision on May 12, 2022 and is true and correct to the best of my knowledge. The property has access to a public roadway and there are no visible encroachments, except as shown hereon.



6/15/2023

Jonathan O. Nobles
 JONATHAN O. NOBLES RPLS NO. 5777
 BGE, INC.
 101 WEST LOUIS HENNA BLVD., SUITE 400
 AUSTIN, TEXAS 78728
 TELEPHONE: (512) 879-0400

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 TBPLS Licensed Surveying Firm No. 10106502

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PARCEL PLAT
 SHOWING PARCEL 303R
 0.554 ACRE
 FM 2243
 WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	06/15/2023	5 of 5

EXHIBIT "B"

Parcel 303 & 303R

DEED

Hero Way/RM 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 THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That **FREDERICK A. JAY**, a single person, 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 (the "Property"):

Tract One:

Being a 1.631-acre tract, more or less, out of the Elijah D. Harmon Survey, Abstract No. 6, Williamson County, Texas; and being more fully described by metes and bounds in Exhibit "A-1" attached hereto and incorporated herein (**Parcel 303**); and

Tract Two:

Being a 0.554-acre tract, more or less, out of the Elijah D. Harmon Survey, Abstract No. 6, Williamson County, Texas; and being more fully described by metes and bounds in Exhibit "A-2" attached hereto and incorporated herein (**Parcel 303R**);

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property, 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 and/or the State of 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 Grantee's public roadway facilities and related appurtenances.

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 by and through Grantor but not otherwise.

The Property described in Exhibit "A-1" is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2023.

[signature pages follow]

GRANTOR:

Frederick A. Jay

ACKNOWLEDGMENT

STATE OF _____

§

COUNTY OF _____

§

§

This instrument was acknowledged before me on this the ____ day of _____, 2023 by Frederick A. Jay, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of _____

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, PLLC
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:

Williamson County, Texas
Attn: County Auditor
710 Main Street, Suite 101
Georgetown, Texas 78626

AFTER RECORDING RETURN TO:

EXHIBIT C

STATE OF TEXAS

*

*

ASSIGNMENT OF LEASE

*

1500 CR 269, Leander, Texas 78641

COUNTY OF WILLIAMSON

*

ASSIGNMENT OF LEASE

This Assignment of Lease ("Assignment") is made by and between FREDERICK A. JAY ("Assignor") and WILLIAMSON COUNTY, TEXAS ("Assignee").

WHEREAS, Assignor has by ROW Deed of even date herewith granted, sold, and conveyed to Assignee the following described real property (the "Leased Premises"):

Tract One: Being a 1.631 acre tract, more or less, out of the Elijah D. Harmon Survey, Abstract No. 6, Williamson County, Texas; and being more fully described by metes and bounds in Exhibit "A-1" attached hereto and incorporated herein; and

Tract Two: Being a 0.554 acre tract, more or less, out of the Elijah D. Harmon Survey, Abstract No. 6, Williamson County, Texas; ; and being more fully described by metes and bounds in Exhibit "A-2" attached hereto and incorporated herein (**Parcel 303**);

WHEREAS, the Leased Premises is presently burdened by a Rental Agreement (the "Lease"), a copy of which is attached hereto as Exhibit "C-1", between Assignor as Landlord and GEORGE BUTLER ASSOCIATES, INC. as Tenant;

WHEREAS, as a consequence of the conveyance described herein and pursuant to the terms of the real estate contract for the conveyance, Assignor desires to assign the Lease to Assignee;

NOW, THEREFORE, the parties agree as follows:

1. **Conveyance.** Assignor, for good and valuable consideration, hereby assigns, transfers, and conveys to Assignee all of Assignor's right, title, and interest in and to the Lease covering the Leased Premises.
2. **Assignor Warranties.** Assignor does hereby warrant that the Lease is in full force and effect and without default on the part of the Assignor, and Assignor does hereby agree to indemnify and hold Assignee harmless from and against all claims, demands, and causes of action arising out of any alleged default on the part of the Landlord Assignor as a result of defaults alleged to have arisen prior to the date of this Assignment.

3. **Security Deposits.** Assignor hereby assigns, transfers, and conveys to Assignee all of Assignor's right, title, and interest in and to the Security Deposits, if any, and any other prepaid rents or items provided for in the subject Lease or actually received by Assignor, and hereby tenders said Security Deposit to Assignee by manner agreed between the parties hereto, together with any and all documents necessary to complete such assignment, transfer or conveyance.
4. **Keys.** Assignor hereby agrees to transfer all keys and other appropriate items connected with the Leased Premises to Assignee or its designated agent at a mutually convenient place and time.
5. **Hold Harmless.** To the extent allowed by law, Assignee does thereby agree to indemnify and hold Assignor harmless from and against any and all claims, demands, and causes of action arising from the Leased Premises, the Lease, or out of any alleged default on the part of the Lessor after the date of this Assignment.

Assignor hereby agrees to perform, execute, and/or deliver or cause to be performed, executed, and/or delivered any and all such further acts and assurances as Assignee may reasonably require to perfect Assignee's interest in the Leased Premises.

SIGNED and EXECUTED this _____ day of _____, 2023.

[signature pages follow]

FREDERICK A. JAY

STATE OF TEXAS

8

2

COUNTY OF _____

28

Notary Public, State of Texas

WILLIAMSON COUNTY, TEXAS

By: _____

Bill Gravell, Jr.

County Judge

STATE OF TEXAS

2

2

COUNTY OF _____

22

Notary Public, State of Texas

EXHIBIT "C-1"

LEASE

THIS LEASE ("Lease"), is executed on September 1, 2020 (the "Effective Date"), by and between Frederick A. Jay, an individual ("Landlord"), and George Butler Associates, Inc., a Kansas corporation ("Tenant"), provides the terms set forth below.

1. DEFINITIONS; PROVISIONS. The following basic definitions and provisions apply to this Lease:

- a. **Premises:** Approximately 0.8 acres, including the building and parking lot (the "Premises") located on approximately 2.0 acres located at 1500 County Road 269, Leander, Texas 78641, and the land on which the Premises is situated, but not the remainder of such parcel, which shall remain under Landlord's possession and control.
Related Purchase Agreement: The agreement for asset purchase between Tenant and Jay Engineering Company, Inc. bearing even date herewith.
- b. **Rentable Square Feet:** Approximately 5,000.
- c. **Initial Term:** 24 months
Lease Commencement Date: September 1, 2020
Lease Expiration Date: August 31, 2022, subject to the renewal as set forth in Section 5.
- d. **Permitted Use:** Provision of engineering work and related services.
- e. **Rent:** \$5,250.00 per month, or portion thereof, at a rate of \$172.60 per day. Rent is payable on the 1st day of the month.
- f. **Prorated Rent:** The rent will be prorated amount from closing date of related Purchase Agreement to the first of the following month.
- g. **Security Deposit:** \$0
- h. **Address for Rent Payment and Notices to Landlord:** Frederick A. Jay
418 Cool Pines Drive Pagosa Springs, CO 81147
- i. **Address for Notices to Tenant:** 9801 Renner Boulevard, Suite 300, Lenexa, Kansas 66219

2. PREMISES. Landlord leases to Tenant and Tenant leases from Landlord, under the terms and conditions herein, the Premises. Tenant hereby accepts the Premises in their "as is" condition and subject to all restrictions, covenants, easements, rights-of-way of record, if any, and applicable zoning regulations regulating the use of the Premises and accepts this Lease subject thereto and to all matters disclosed thereby. Landlord makes and has made no representations or warranties with respect to the condition of the Premises or as to its suitability for the use or uses contemplated by Tenant.

3. USE. The Premises may be used only as set forth in Section 1.d above. Tenant will not use the Premises: (i) in violation of any restrictive covenants which apply to the Premises; (ii) in any manner which increases any insurance premiums or makes such insurance unavailable to Landlord on the Building; provided that, in the event of an increase in Landlord's insurance premiums which results from Tenant's use of the Premises.

4. RENT.

a. Tenant will commence paying the monthly rent as set forth on Section 1c. During the Term, the Tenant will pay the monthly Rent on or before the first day of each calendar month during the Term by direct deposit or wire transfer as directed by Landlord. Tenant's obligation to pay Rent is separate and independent from any of Landlord's obligations under this Lease.

b. For each Rent payment Landlord receives after the fifth (5th) day of the month or five days after the date due, Landlord will be entitled to all default remedies provided under the terms of this Lease, and a late charge in the amount of \$10.00 per day from the Rent due date until the Rent is fully paid. If Tenant has insufficient funds cover such payment, then Landlord will be entitled to all default remedies provided under the terms of this Lease plus a five percent (5%) of the amount of such payment.

5. OPTION TO EXTEND.

a. Landlord hereby grants to Tenant, and Tenant will have, the right and option to extend the Term of this Lease for additional one (1) year periods (the "Renewal Term") until either party terminates the Lease and so long as Tenant is not in default under this Lease. Any Renewal Term is subject to the same terms, covenants and conditions set forth herein.

b. The Renewal Term will commence upon the day following the last day of the initial Term. Tenant will notify Landlord in writing of its election to extend this Lease for the Renewal Term not less than three (3) months prior to the expiration of the initial Term, time being of the essence with respect to such notification. If Landlord does not receive such written notice as and when required herein, Tenant's right to extend the Initial Term will be terminated at the Landlord's discretion. If Tenant timely notifies the Landlord of its election to extend the Lease, Tenant and Landlord must mutually agree on Rent for the Renewal Term. If the parties cannot mutually agree on Rent for the Renewal Term, the Lease will terminate at the end of the Initial Term. Landlord agrees that the rent during the Renewal Term will not increase by more than 10% at first renewal period and 5% annually thereafter.

6. SERVICES BY TENANT AND LANDLORD.

a. *Tenant's Obligations and Maintenance.* Tenant shall: (i) keep the Premises and fixtures in good order and will be responsible for such maintenance and repair as set forth in this Section 6.a. Tenant will be responsible for furnishing and paying for all electric, gas, water, fuel, trash removal, routine plumbing maintenance, HVAC filter replacement, interior painting, flooring maintenance or replacement, janitorial services and any services or utilities used in the Building in Tenant's own name.

b. *Landlord's Maintenance.* Landlord will be responsible for all regular scheduled and unscheduled maintenance, including, but not limited to, maintenance on:

i. Building Interior, except: interior wall paint and inside surfaces of exterior walls; decks, fixtures, floor coverings and light fixtures; building interior water supply and sewer plumbing; sprinkler system, glass, windows, doors, and elevator; electrical or other equipment; appliances and systems; and improvements to the Building made by Tenant with prior Landlord approval and duly acquired permit.

ii. Landlord will maintain approaches, sidewalks, parking areas, adjacent alleys and water and sewer utilities outside the building. Further, Landlord is responsible for maintaining the landscaping, cleaning and removing any snow and ice from the Building and Building parking areas, if applicable, and for preventing damage to the Building or exterior areas by placement or movement of Landlord's trash containers, trailers or personal property.

iii. Repairs and replacements to the Building related to roof, foundation, exterior walls, gutters, downspouts, and all structural components. Repairs or replacements will be made within a reasonable time (depending on the nature of the repair or replacement needed) after receiving notice from Tenant or Landlord having actual knowledge, or knowledge Landlord should have had upon a reasonable inquiry, of the need for a repair or replacement.

c. *Abatement.* If Landlord fails to perform Landlord's maintenance obligations within a reasonable time after receiving notice from Tenant, Tenant may make such repairs and abate or reduce Rent by the reasonable amount of the costs associated with such repairs or replacements.

d. *Tenant's Obligation to Report Defects.* Tenant will report to Landlord immediately after Tenant becomes aware of any defective condition in or about the Premises known to Tenant and if such defect is not so reported and such failure to promptly report results in other damage, Tenant will be liable for same.

7. TENANT'S ACCEPTANCE AND MAINTENANCE OF PREMISES.

a. *Alterations to Premises.* Tenant will make no structural or interior alterations to the Premises unless and until approved by the Landlord in writing. If Tenant requests such alterations, Tenant will provide Landlord with a

complete set of construction drawings. If Landlord consents to the alterations, Tenant will determine the actual cost of the work to be done. All such alterations are subject to the prior written approval of Landlord and to be completed at Tenant's sole cost and expense.

b. *Restoration of Premises.* At the expiration or earlier termination of this Lease, Tenant, at Tenant's expense, will deliver each part of the Premises in good repair and condition, ordinary wear and tear and damage by insured casualty excepted and leave the Premises free of trash and debris and in "broom-clean" condition.

c. *Landlord's Performance of Tenant's Obligations.* If Tenant does not perform its maintenance or restoration obligations in a timely manner, commencing the same within five (5) days after receipt of notice from Landlord specifying the work needed, and thereafter diligently and continuously pursuing the work until completion, then Landlord will have the right, but not the obligation, to perform such work. Any amounts expended by Landlord on such maintenance or restoration will be paid by Tenant to Landlord within thirty (30) days after demand.

d. *Construction Liens.* Tenant will have no power to do any act or make any contract that may create or be the foundation of any lien, mortgage or other encumbrance upon the reversionary or other estate of Landlord, or any interest of Landlord in the Premises. NO CONSTRUCTION LIENS OR OTHER LIENS FOR ANY LABOR, SERVICES OR MATERIALS FURNISHED TO THE PREMISES will ATTACH TO OR AFFECT THE INTEREST OF LANDLORD IN AND TO THE PREMISES OR THE BUILDING. Tenant will keep the Premises and the Building free from any liens arising out of any work performed, materials furnished, or obligations incurred by or on behalf of Tenant. Should any lien or claim of lien be filed against the Premises or the Building because any act or omission of Tenant or any of Tenant's agents, employees, contractors or representatives, then Tenant will cause the same to be canceled and discharged of record by bond or otherwise within ten (10) days after the filing. If Landlord discharges the lien, the amount paid by Landlord to discharge the lien (whether directly or by bond), plus all administrative and legal costs incurred by Landlord, will be payable to Landlord by Tenant on demand.

8. TAXES.

a. *Personal Property Taxes.* The Tenant will be liable for all taxes levied against any leasehold interest of the Tenant or personal property and trade fixtures owned or placed by the Tenant in the Leased Premises.

b. *Real Estate Taxes.* Landlord will pay all real estate taxes and assessments applicable to the Leased Premises, together with any interest and penalties lawfully imposed thereon as a result of Landlord's late payment thereof, which will be levied upon the Leased Premises during the term of this Lease.

9. **PROPERTY OF TENANT.** Provided Tenant is not in default, Tenant may remove all fixtures and equipment which it has purchased under the Related Purchase Agreement, or placed in the Premises; provided, however, Tenant must repair all damages caused by such removal. If Tenant does not remove its property from the Premises upon the expiration or earlier termination (for whatever cause) of this Lease, such property will be deemed abandoned by Tenant, and Landlord may dispose of the same in whatever manner Landlord may elect without any liability to Tenant.

10. **LANDLORD ACCESS TO PREMISES.** Landlord will have the right, at all reasonable times and upon reasonable oral notice, either itself or through its authorized agents, to enter the Premises (i) to make repairs, alterations or changes as Landlord deems necessary, (ii) to inspect the Premises, mechanical systems and electrical devices, and (iii) to show the Premises to prospective mortgagees and purchasers. Within one hundred eighty (180) days prior to the Expiration Date, Landlord will have the right, either itself or through its authorized agents, to enter the Premises at all reasonable times to show prospective tenants. Landlord will have the right to enter the Premises at any time without notice in the event of an emergency.

11. **TENANT'S COMPLIANCE WITH LAWS; ADA COMPLIANCE.** Tenant will comply with all applicable laws, ordinances and regulations affecting the Premises, whether now existing or hereafter enacted. Tenant, at Tenant's sole expense, will comply with all laws, rules, orders, ordinances, directions, regulations and requirements of federal, state, county and municipal authorities now in force, which will impose any duty upon Landlord or Tenant with respect to the use or occupation of the Premises or alteration of the Premises to accommodate persons with special needs, including using all reasonable efforts to comply with The Americans With Disabilities Act (the "ADA").

Notwithstanding the preceding, Tenant will not use the Premises or permit the Premises to be used as a "place of public accommodation" within the meaning of the ADA. If Tenant receives any notices alleging a violation of ADA relating to any portion of the Building or Premises (including any governmental or regulatory actions or investigations regarding non-compliance with ADA) then Tenant will notify Landlord in writing within ten (10) days of such notice and provide Landlord with copies of any such notice.

12. INSURANCE REQUIREMENTS. Tenant, at its expense, will maintain at all times during the Term the following insurance policies: (a) fire insurance, including extended coverage, vandalism, malicious mischief, water damage coverage and demolition and debris removal, insuring the full replacement cost of all improvements, alterations or additions to the Building made at Tenant's expense, and all other property owned or used by Tenant and located in the Building; (b) commercial general liability insurance, contractual liability insurance and property damage insurance with respect to the Building and the Premises, with limits to be set by Landlord from time to time but in any event not less than \$1,000,000 combined single limit for personal injury, sickness or death or for damage to or destruction of property for any one occurrence; and (c) insurance against such other risks and in such other amounts as Landlord may from time to time require. The form of all such policies and deductibles thereunder will be subject to Landlord's prior approval. All such policies will be issued by insurers acceptable to Landlord and licensed to do business in the State of Texas and will contain a waiver of any rights of subrogation thereunder. In addition, the policies will name Landlord and any other parties designated by Landlord as additional insureds and will be primary and not contributory. Tenant shall, at least 10 days prior to the Lease Commencement Date, and prior to the expiration of such policy, deliver to Landlord certificates evidencing the foregoing insurance or renewal thereof, as the case may be.

13. QUIET ENJOYMENT. Tenant will have quiet enjoyment and possession of the Premises provided Tenant promptly and fully complies with all its obligations under this Lease.

14. SUBORDINATION; ATTORNMEN; NON-DISTURBANCE; AND ESTOPPEL CERTIFICATE.

a. *Subordination and Attornment.* Tenant agrees to execute within ten (10) days after request to do so from Landlord or its mortgagee an agreement: (i) making this Lease superior or subordinate to the interests of the mortgagee; (ii) agreeing to attorn to the mortgagee; (iii) giving the mortgagee notice of, and a reasonable opportunity (which will in no event be less than thirty (30) days after notice thereof is delivered to mortgagee) to cure any Landlord default and agreeing to accept such cure if effected by the mortgagee; (iv) permitting the mortgagee (or other purchaser at any foreclosure sale), and its successors and assigns, on acquiring Landlord's interest in the Premises and the Lease, to become substitute Landlord hereunder, with liability only for such Landlord obligations as accrue after Landlord's interest is so acquired; (v) agreeing to attorn to any successor Landlord; and (vi) containing such other agreements and covenants on Tenant's part as Landlord's mortgagee may reasonably request.

b. *Estoppel Certificates.* Tenant agrees to execute within five (5) business days after request, and as often as requested, estoppel certificates confirming any factual matter requested by Landlord which is true and is within Tenant's knowledge regarding this Lease, and the Premises, including but not limited to: (i) the date of occupancy, (ii) Expiration Date, (iii) the amount of Rent due and date to which Rent is paid, (iii) whether Tenant has any defense or offsets to the enforcement of this Lease or the Rent payable, (iv) any default or breach by Landlord, and (v) whether this Lease, together with any modifications or amendments, is in full force and effect. Tenant will attach to such estoppel certificate copies of any modifications or amendments to the Lease.

15. DAMAGES TO PREMISES.

a. *Landlord's Restoration Obligations.* If the Building or Premises are damaged by fire or other casualty ("Casualty"), then Landlord will repair and restore the Premises to substantially the same condition of the Premises immediately prior to such Casualty, subject to the following terms and conditions: (i) the casualty must be insured under Landlord's insurance policies, and Landlord's obligation is limited to the extent of the insurance proceeds received by Landlord. Landlord's duty to repair and restore the Premises will not begin until Landlord's receipt of the insurance proceeds; (ii) Landlord's lender(s) must permit the insurance proceeds to be used for such repair and restoration; and (iii) Landlord will have no obligation to repair and restore Tenant's trade fixtures, decorations, signs, contents, or any improvements to the Premises.

b. *Termination of Lease by Landlord.* Landlord will have the option of terminating the Lease if: (i) the Premises is rendered wholly untenantable; (ii) the Premises is damaged in whole or in part as a result of a risk which is not covered by Landlord's insurance policies; (iii) Landlord's lender does not permit a sufficient amount of the insurance proceeds to be used for restoration purposes; (iv) the Premises is damaged in whole or in part during the last two years of the Term; or (v) the Building containing the Premises is damaged (whether or not the Premises is damaged) to an extent of fifty percent (50%) or more of the fair market value thereof. If Landlord elects to terminate this Lease, then it will give notice of the cancellation to Tenant within sixty (60) days after the date of the Casualty. Tenant will vacate and surrender the Premises to Landlord within fifteen (15) days after receipt of the notice of termination.

c. *Rent Abatement.* If Premises is rendered wholly untenantable by the Casualty, then the Rent payable by Tenant will be fully abated. If the Premises is only partially damaged, then Tenant will continue the operation of Tenant's business in any part not damaged to the extent reasonably practicable from the standpoint of prudent business management, and Rent and other charges will be abated proportionately to the portion of the Premises rendered untenantable. The abatement will be from the date of the Casualty until the Premises have been substantially repaired and restored, or until Tenant's business operations are restored in the entire Premises, whichever will first occur. However, if the Casualty is caused by the negligence or other wrongful conduct of Tenant or of Tenant's subtenants, licensees, contractors, or invitees, or their respective agents or employees, there will be no abatement of Rent. The abatement of the Rent set forth above is Tenant's exclusive remedy against Landlord in the event of a Casualty. Tenant hereby waives all claims against Landlord for any compensation or damage for loss of use of the whole or any part of the Premises and/or for any inconvenience or annoyance occasioned by any Casualty and any resulting damage, destruction, repair, or restoration.

16. **EMINENT DOMAIN.** If all or part of the property on which the Premises is located is taken under the power of eminent domain (or by conveyance in lieu thereof), then Landlord may terminate this Lease as of the date possession is taken by the condemnor unless Tenant can reasonably remain in possession of the Premises, and in such case, Landlord shall retain the right to collect rent for a period of time after possession by the condemnor. Rent will be adjusted between Landlord and Tenant as of the date when Landlord is no longer able to collect rent. If only a portion of the Premises is taken, and Tenant can continue use of the remainder, then, at Landlord's election, this Lease may not terminate, but Rent will abate in a just and proportionate amount to the loss of use occasioned by the taking. Landlord will be entitled to receive and retain the entire condemnation award for the taking of the Building and Premises. Tenant will have no right or claim against Landlord for any part of any award received by Landlord for the taking. Tenant will have no right or claim for any alleged value of the unexpired portion of this Lease, or its leasehold estate, or for costs of removal, relocation, business interruption expense or any other damages arising out of such taking. Tenant will not be obligated to make any repairs if the Lease is terminated due to the power of eminent domain.

17. ENVIRONMENTAL COMPLIANCE.

a. *Definitions.* The term "Environmental Laws" means all present or future federal, state and municipal laws, ordinances, rules and regulations applicable to the environmental and ecological condition of the Premises, the rules and regulations of the Federal Environmental Protection Agency or any other federal, state or municipal agency or governmental board or entity having jurisdiction over the Premises. The term "Property" will include the Premises and Building, the real estate upon which the Building is located; all personal property (including that owned by Tenant); and the soil, ground water, and surface water of the real estate upon which the Building is located.

b. *Tenant's Responsibility.* Tenant covenants and agrees that it will keep and maintain the Premises at all times in compliance with Environmental Laws including from any source issued pursuant to the Environmental Laws or issued by any insurance company which will impose any duty upon Tenant with respect to the use, occupancy, maintenance or alteration of the Premises whether such notice is served upon Landlord or Tenant. Tenant will not cause or permit the escape, disposal or release of any biologically active or other hazardous substances, or materials on the Property unless required for Tenant's use of the Premises.

c. *Landlord's Liability.* Landlord will hold Tenant free, harmless, and indemnified from any penalty, fine, claim, demand, liability, cost, or charge whatsoever which Tenant will incur, or which Tenant would otherwise incur,

by reason of Landlord's failure to comply with this Section 23 based on the condition of the Premises prior to the Lease Commencement Date including, but not limited to: (i) the cost of full remediation of any contamination to bring the Property into the same condition as on the Lease Commencement Date; (ii) the reasonable cost of all appropriate tests and examinations of the Premises to confirm that the Premises and any other contaminated areas have been remediated and brought into compliance with all Environmental Laws; and (iii) the reasonable fees and expenses of Tenant's attorneys, engineers, and consultants incurred by Tenant in enforcing and confirming compliance with this Section 23. Landlord will be responsible for any violations to Environmental Laws prior to the Lease Commencement Date.

d. *Tenant's Liability.* Tenant will hold Landlord free, harmless, and indemnified from any penalty, fine, claim, demand, liability, cost, or charge whatsoever which Landlord will incur, or which Landlord would otherwise incur, by reason of Tenant's failure to comply with this Section 23 including, but not limited to: (i) the cost of full remediation of any contamination to bring the Property into the same condition as prior to the Rent Commencement Date and into full compliance with all Environmental Laws; (ii) the reasonable cost of all appropriate tests and examinations of the Premises to confirm that the Premises and any other contaminated areas have been remediated and brought into compliance with all Environmental Laws; and (iii) the reasonable fees and expenses of Landlord's attorneys, engineers, and consultants incurred by Landlord in enforcing and confirming compliance with this Section 23. Landlord will be responsible for any violations to Environmental Laws prior to the Rent Commencement Date.

e. *Tenant's Liability After Termination of Lease.* This Section 23 will survive the expiration or termination of this Lease, and will continue for so long as Landlord and its successors and assigns may be subject to any expense, liability, charge, penalty, or obligation against which Tenant has agreed to indemnify Landlord under this Section 23.

18. DEFAULT.

a. *Tenant's Default.* Tenant will be in default under this Lease if Tenant: (i) fails to pay when due any Rent or any other sum of money which Tenant is obligated to pay, for more than ten (10) days after receipt of written notice from Landlord thereof; (ii) breaches any agreement, covenant or obligation in this Lease and such breach is not remedied within fifteen (15) days after Landlord gives Tenant notice specifying the breach, or if such breach cannot, with due diligence, be cured within fifteen (15) days, Tenant does not commence curing within fifteen (15) days and with reasonable diligence completely cure the breach within a reasonable period of time after the notice; or; (iii) files any petition or action for relief under any creditor's law (including bankruptcy, reorganization, or similar action), either in state or federal court, or has such a petition or action filed against it which is not stayed or vacated within sixty (60) days after filing.

b. *Landlord's Remedies.* In the event of a Tenant default, Landlord, at its option, may do one or more of the following: (i) terminate this Lease and recover all damages caused by Tenant's breach, including consequential damages for lost future rent; (ii) repossess the Premises, with or without terminating, and relet the Premises at such amount as Landlord deems reasonable; (iii) declare the entire remaining Rent immediately due and payable, (iv) bring action for recovery of all amounts due from Tenant; (v) seize and hold any personal property of Tenant located in the Premises and assert against the same lien for monies due Landlord; (vi) lock the Premises and deny Tenant access thereto without obtaining any court authorization; or (vii) Pursue any other remedy available in law or equity.

c. *Landlord's Expenses.* All reasonable expenses of Landlord in repairing, restoring, or altering the Premises for reletting, together with leasing fees and all other expenses in seeking and obtaining a new Tenant, will be charged to and be a liability of Tenant.

d. *Remedies Cumulative; No Waiver.* All rights and remedies of Landlord are cumulative, and the exercise of any one will not be an election excluding Landlord at any other time from exercise of a different or inconsistent remedy. No exercise by Landlord of any right or remedy granted herein will constitute or effect a termination of this Lease unless Landlord will so elect by notice delivered to Tenant. The failure of Landlord to exercise its rights in connection with this Lease or any breach or violation of any term, or any subsequent breach, covenant or condition herein contained will not be a waiver of such term, covenant or condition or any subsequent breach of the same or any other covenant or condition herein contained.

e. *No Accord and Satisfaction.* No acceptance by Landlord of a lesser sum than the Rent and other sums

then due will be deemed to be other than on account of the earliest installment of such payments due, nor will any endorsement or statement on any check or any letter accompanying any check or payment be deemed as accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such installment or pursue any other remedy provided in this Lease.

19. NOTICES. All notices, demands and requests by Landlord or Tenant will be sent to the Notice Addresses set forth in Section 1h, or to such other address as a party may specify by duly given notice. Any notice required or permitted to be given under this Lease or by law will be deemed to have been given if it is written and delivered in person or by overnight courier or mailed by certified mail, postage prepaid. If delivered in person, notice will be deemed given as of the delivery date. If sent by overnight courier, notice will be deemed given as of the first business day after sending. If mailed, the notice will be deemed to have been given on the date which is three business days after mailing. Either party may change its address by giving written notice thereof to the other party.

20. HOLDING OVER. If Tenant holds over after the Expiration Date or other termination of this Lease, such holding over will not be a renewal of this Lease but will create a tenancy-at-sufferance. Tenant will continue to be bound by all the terms and conditions of this Lease, except that during such tenancy-at-sufferance Tenant will pay to Landlord Rent at the rate equal to one hundred fifty percent (150%) of that provided for as of the expiration or termination date. The increased Rent is intended to compensate Landlord partially for losses, damages and expenses, including frustrating and delaying Landlord's ability to secure a replacement tenant.

21. BROKER'S COMMISSIONS. Each party represents and warrants to the other that it has not dealt with any real estate broker, finder or other person with respect to this Lease in any manner.

22. MISCELLANEOUS.

a. *Limitation on Damages.* Neither party will be liable to the other party for any special, consequential, incidental or punitive damages.

b. *Sale of Building.* Landlord may sell the Building without affecting the obligations of Tenant; upon the sale of the Premises or the Building, Landlord will be relieved of all responsibility for the Premises and will be released from any liability thereafter accruing under this Lease provided that the buyer of the Building agrees to assume all Landlord's obligations under the Lease. If any Security Deposit has been paid by Tenant, Landlord may transfer the Security Deposit to Landlord's successor and upon such transfer, Landlord will be released from any liability for return of the Security Deposit.

c. *Severability.* The invalidity of any portion of this Lease will not invalidate the remaining portions of the Lease.

d. *Binding Effect; Entire Agreement.* This Lease will be binding upon the respective parties hereto, and upon their heirs, executors, successors and assigns. This Lease supersedes and cancels all prior negotiations between the parties, and no changes will be effective unless in writing signed by both parties. Tenant agrees that it has not relied upon any statements, representations, agreements or warranties except those expressed in this Lease, and that this Lease contains the entire agreement of the parties hereto with respect to the subject matter hereof.

e. *Choice of Law.* This Lease will be interpreted and enforced in accordance with the laws of Texas.

f. *Counterparts.* This Lease may be executed in two (2) or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered will be deemed to have been duly and validly delivered and be valid and effective for all purposes.

IN WITNESS WHEREOF, Landlord and Tenant have executed this as of the Effective Date.

LANDLORD

TENANT
GEORGE BUTLER ASSOCIATES, INC.
a Kansas corporation

DocuSigned by:

Frederick A. Jay

E434B67034504CA...

Frederick A. Jay, individually

DocuSigned by:

Timothy J. Ross

FE4708F624AD4C8...

Timothy J. Ross, President and CEO