

**REAL ESTATE CONTRACT**

**Hero Way Right of Way**

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **FM 269 INVESTORS, LLC** (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 5.690-acre tract, more or less, out of the Talbot Chambers Survey, Abstract No. 125, Williamson County, Texas; and being more fully described by metes and bounds in Exhibit "A-1" attached hereto and incorporated herein **(Parcel 306)**; and

Tract Two:

Being a 4.537-acre tract, more or less, out of the Talbot Chambers Survey, Abstract No. 125, Williamson County, Texas; and being more fully described by metes and bounds in Exhibit "A-2" attached hereto and incorporated herein **(Parcel 306R)**;

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 the Property shall be the sum of **THREE MILLION NINE HUNDRED FORTY-SEVEN THOUSAND TWENTY-FIVE** and 00/100 Dollars (\$3,947,025.00).

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 the two Master Lease Agreements as previously disclosed to Purchaser, and to be assigned to Purchaser at Closing under the terms of this Contract.

(2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.

Tract One of the Property herein is being conveyed to Purchaser under threat of condemnation.

## **ARTICLE V CLOSING**

### Closing Date

5.01. The Closing shall be held at the office of Texas National Title Company on or before September 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 Assignment of Leases to Williamson County, Texas, conveying such leasehold interests in and to all of the Property, all free and clear of any and all monetary liens, restrictions and leases, 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 Leases 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 and collected 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 September 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:**

FM 269 INVESTORS, LLC

By:   
John M. Scofield  
President

Address: 3604 Arrowhead Dr  
Austin TX 78731

Date: Aug 21, 2023

**PURCHASER:**

WILLIAMSON COUNTY, TEXAS

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

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

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

County: Williamson  
Parcel: 306  
Highway: FM 2243

METES & BOUNDS DESCRIPTION FOR PARCEL 306

METES & BOUNDS DESCRIPTION FOR A 5.690 ACRE TRACT OF LAND OUT OF THE TALBOT CHAMBERS SURVEY, ABSTRACT NO. 125, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF THE REMAINDER OF A CALLED 15.783 ACRE TRACT OF LAND AS CONVEYED TO FM 269 INVESTORS, LLC BY SPECIAL WARRANTY DEED WITH VENDOR'S LIENS RECORDED IN DOCUMENT NUMBER 2008015124 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 5.690 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 found on the north right-of-way line of Hero Way (width varies) as dedicated by Document Numbers 2009071322 and 2009087880, both of the Official Public Records of Williamson County, Texas, on the west line of a called 10.00 acre tract of land as conveyed to James G. Velchoff and Wife, Deborah K. Velchoff by Warranty Deed recorded in Volume 2583, Page 862 of the Official Records of Williamson County, Texas, and by Correction Warranty Deed recorded in Document Number 9550265 of the Official Public Records of Williamson County, Texas, at the southeast corner of the above described FM 269 Investors 15.783 acre tract, and at the northeast corner of a called 1.4665 acre tract of land described as Parcel 6 as dedicated in said Document Number 2009087880 of the Official Public Records of Williamson County, Texas, for the southeast corner and **POINT OF BEGINNING** of the herein described tract, from which a 1/2-inch iron rod found on the north right-of-way line of said Hero Way, at the common south corner of said Parcel 6 and said Velchoff Tract, bears S 20°58'21" E a distance of 71.42 feet;

THENCE, with the north right-of-way line of said Hero Way and the south line of said FM 269 Investors 15.783 acre tract, the following four (4) courses:

- 1) S 68°56'32" W a distance of 388.69 feet to a 1/2-inch iron rod with a cap stamped "Pape Dawson" found for an angle point;
- 2) S 74°44'12" W a distance of 306.28 feet to a 1/2-inch iron rod with a cap stamped "Pape Dawson" found for the beginning of a non-tangent curve to the left;



- 3) Along said curve to the left, an arc distance of 52.78 feet, having a radius of 1,054.56 feet, a central angle of  $02^{\circ}52'04''$  and a chord which bears  $S 73^{\circ}53'41'' W$  a distance of 52.78 feet to a 1/2-inch iron rod with a cap stamped "Pape Dawson" found for corner; and
- 4)  $S 72^{\circ}06'48'' W$  a distance of 44.88 feet to a calculated point at the southwest corner of said FM 269 Investors 15.783 acre tract, and at the southeast corner of a called 9.205 acre tract of land as conveyed to Florida Rock Industries, Inc. by Special Warranty Deed recorded in Document Number 2023036116 of the Official Public Records of Williamson County, Texas, for the southwest corner of the herein described tract, from which a 1/2-inch iron rod with cap stamped "Pape Dawson" found at the southwest corner of said Florida Rock Industries 9.205 acre tract, bears  $S 72^{\circ}06'48'' W$  a distance of 50.27 feet;

THENCE, departing the north right-of-way line of said Hero Way, with the west line of said FM 269 Investors 15.783 acre tract and the east line of said Florida Rock Industries 9.205 acre tract,  $N 21^{\circ}03'15'' W$  a distance of 322.85 feet to a 1/2-inch iron rod with a cap stamped "WILCO ROW 5777" (NAD-83, Central Zone Grid Coordinates: N: 10,186,821.81, E: 3,081,941.22) set for the northwest corner of the herein described tract, 191.25 feet left of FM 2243 baseline station 106+70.37, from which a 1/2-inch iron rod with cap stamped "West 4188" found at the northwest corner of said FM 269 Investors 15.783 acre tract, and at an interior corner of said Florida Rock Industries 9.205 acre tract, bears  $N 21^{\circ}03'15'' W$  a distance of 212.70 feet;

THENCE, departing the east line of said Florida Rock Industries 9.205 acre tract, over and across said FM 269 Investors 15.783 acre tract,  $N 74^{\circ}21'51'' E$  a distance of 760.03 feet to a 1/2-inch iron rod with a cap stamped "WILCO ROW 5777" set for the beginning of a non-tangent curve to the right, 126.11 feet left of FM 2243 baseline station 114+23.77;

THENCE, continuing over and across said FM 269 Investors 15.783 acre tract, along said curve to the right, an arc distance of 35.81 feet, having a radius of 4,347.00 feet, a central angle of  $00^{\circ}28'19''$  and a chord which bears  $N 61^{\circ}59'37'' E$  a distance of 35.81 feet to a 1/2-inch iron rod with a cap stamped "WILCO ROW 5777" set on the east line of said FM 269 Investors 15.783 acre tract and the west line of said Velchoff Tract, for the northeast corner of the herein described tract, 131.51 feet left of FM 2243 baseline station 114+58.85, from which a 1/2-inch iron rod found at the most northerly common corner of said Florida Rock Industries 9.205 acre tract and said Velchoff Tract, bears  $N 20^{\circ}47'02'' W$  a distance of 721.90 feet;

THENCE, with the east line of said FM 269 Investors 15.783 acre tract and the west line of said Velchoff Tract, S 20°47'02" E a distance of 293.33 feet to the **POINT OF BEGINNING** and containing 5.690 acres (247,866 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.

**PRELIMINARY**  
**This document shall not be  
recorded for any purpose.**

\_\_\_\_\_  
Jonathan O. Nobles RPLS Number 5777

\_\_\_\_\_  
Date

BGE, Inc.

101 West Louis Henna Blvd., Suite 400

Austin, TX 78728

Telephone: 512-879-0400

TBPELS Licensed Surveying Firm Number 10106502

Client: Williamson County

Date: May 20, 2022

Revised: August 5, 2022

Revised: June 7, 2023

Project Number: 7473-00

[illegible][illegible][illegible][illegible][illegible][illegible][illegible][illegible][illegible][illegible][illegible][illegible][illegible]

LEGEND

CMP	CORRUGATED METAL PIPE
CONC.	CONCRETE
C.R.S.	CATHODIC READING STATION
DOC.	DOCUMENT
E.M.	ELECTRIC METER
ELEC.	ELECTRIC
ESMT.	EASEMENT
F.H.	FIRE HYDRANT
F.O.M.	FIBER OPTIC MARKER
G.P.	GATE POST
NO.	NUMBER
NOS.	NUMBERS
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
O.R.W.C.	OFFICIAL RECORDS OF WILLIAMSON COUNTY
PED.	PEDESTAL
PG.	PAGE
P.L.M.	PIPELINE MARKER
P.O.B.	POINT OF BEGINNING
P.P.	POWER POLE
RCP	REINFORCED CONCRETE PIPE
R.P.	REFLECTOR POST
R.O.W.	RIGHT-OF-WAY
S.N.S.	STREET NAME SIGN
S.S.	STOP SIGN
TEL.	TELEPHONE
TRANS.	TRANSFORMER
U.C.M.	UNDERGROUND CABLE MARKER
VOL.	VOLUME
W.B.O.V.	WATER BLOW-OFF VALVE
W.F.	WATER FAUCET
W.M.	WATER METER
W.V.	WATER VALVE
( )	RECORD INFO FOR DOC. NO 2008015124 O.P.R.W.C.
[ ]	RECORD INFO FOR DOC. NOS.
{ }	RECORD INFO FOR DOC. NO 2009087880 O.P.R.W.C.
(( ))	RECORD INFO FOR DOC. NO 2004036768 O.P.R.W.C.
{{ }}	RECORD INFO FOR DOC. NO 9550265 O.P.R.W.C.
●	RECORD INFO FOR DOC. NO 2023036116 O.P.R.W.C.
○	FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
▲	SET 1/2" IRON ROD W/CAP "WILCO ROW 5777"
△	FOUND 60D NAIL
×	CALCULATED POINT
—DHT—	WIRE FENCE
—OHP—	OVERHEAD TELEPHONE
//	OVERHEAD POWER
[10.2]	EDGE OF ASPHALT
	SCHEDULE B ITEM

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S 72°06'48" W	44.88'
L2	S 72°06'48" W	50.27'
L4	N 20°47'02" W	721.90'
L5	S 20°58'21" E	71.42'

RECORD LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	[N 21°01'01" W]	[27.86']
L2	[S 71°57'14" W]	[95.19']
L5	[S 20°42'50" E]	[70.66']

CURVE TABLE			
NUMBER	ARC LENGTH	RADIUS	DELTA
C1	52.78'	1,054.56'	2°52'04"
C2	35.81'	4,347.00'	0°28'19"

RECORD CURVE TABLE				
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING
C2	[52.97']	[1,054.56']	[2°52'40"]	[S 73°23'33" W]

PRELIMINARY  
PENDING FINAL  
REVIEW

REVISED 08/05/2022: UPDATED TITLE COMMITMENT  
REVISED 06/07/2023: UPDATED PARCEL LINEWORK



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

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PARCEL PLAT  
SHOWING PARCEL 306  
5.690 ACRES  
FM 2243  
WILLIAMSON COUNTY, TEXAS

Scale: 1"=100'  
Job No.: 7473-00  
Date: 05/20/2022  
Page: 5 of 6

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 TITLE RESOURCES GUARANTY COMPANY AND TEXAS NATIONAL TITLE, INC. UNDER G.F. NO. T-158460, DATED EFFECTIVE JULY 1, 2022 AND ISSUED ON JULY 11, 2022.

RESTRICTIVE COVENANT AND EASEMENT NOTES:

1. RESTRICTIVE COVENANTS OF RECORD ITEMIZED IN VOLUME 2142, PAGE 942 AND VOLUME 2147, PAGE 836, OFFICIAL RECORDS, WILLAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.
- 10.2 AN ELECTRIC LINE EASEMENT GRANTED TO LCRA TRANSMISSION SERVICES CORPORATION AS DESCRIBED IN DOCUMENT NO. 2018087954 OF THE OFFICIAL PUBLIC RECORDS OF WILLAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.
- 10.3 ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN DEVELOPMENT AGREEMENT OF RECORD IN DOCUMENT NO. 2009087879 OF THE OFFICIAL PUBLIC RECORDS OF WILLAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.
- 10.4 ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN ORDINANCE NO. 16-040-00 OF RECORD IN DOCUMENT NO. 2017011285 OF THE OFFICIAL PUBLIC RECORDS OF WILLAMSON COUNTY, TEXAS, DO NOT AFFECT THE SUBJECT TRACT.

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.

PRELIMINARY  
PENDING FINAL  
REVIEW

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

REVISED 08/05/2022: UPDATED TITLE COMMITMENT  
REVISED 06/07/2023: UPDATED PARCEL LINWORK



**BGE, Inc.**  
101 West Louis Henna Blvd, Suite 400, Austin, TX 78728  
Tel: 512-879-0400 • [www.bgeinc.com](http://www.bgeinc.com)  
TBP L.S. Licensed Surveying Firm No. 10106502

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PARCEL PLAT  
SHOWING PARCEL 306  
5.690 ACRES  
FM 2243  
WILLAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	05/20/2022	6 of 6

**County:** Williamson  
**Parcel:** 306R  
**Highway:** FM 2243

METES & BOUNDS DESCRIPTION FOR PARCEL 306R

METES & BOUNDS DESCRIPTION FOR A 4.537 ACRE TRACT OF LAND OUT OF THE TALBOT CHAMBERS SURVEY, ABSTRACT NO. 125, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF THE REMAINDER OF A CALLED 15.783 ACRE TRACT OF LAND AS CONVEYED TO FM 269 INVESTORS, LLC BY SPECIAL WARRANTY DEED WITH VENDOR'S LIENS RECORDED IN DOCUMENT NUMBER 2008015124 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 4.537 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 found on the north right-of-way line of Hero Way (width varies) as dedicated by Document Numbers 2009071322 and 2009087880, both of the Official Public Records of Williamson County, Texas, on the west line of a called 10.00 acre tract of land as conveyed to James G. Velchoff and Wife, Deborah K. Velchoff by Warranty Deed recorded in Volume 2583, Page 862 of the Official Records of Williamson County, Texas, and by Correction Warranty Deed recorded in Document Number 9550265 of the Official Public Records of Williamson County, Texas, at the southeast corner of the remainder of the above described FM 269 Investors 15.783 acre tract, and at the northeast corner of a called 1.4665 acre tract of land described as Parcel 6 as dedicated in said Document Number 2009087880 of the Official Public Records of Williamson County, Texas; Thence, with the east line of said FM 269 Investors 15.783 acre tract and the west line of said Velchoff Tract, N 20°47'02" W a distance of 293.33 feet to a 1/2-inch iron rod with a cap stamped "WILCO ROW 5777" (NAD-83, Central Zone Grid Coordinates: N: 10,187,043.44, E: 3,082,704.65) set at the beginning of a non-tangent curve to the left for the southeast corner and **POINT OF BEGINNING** of the herein described tract, 131.51 feet left of FM 2243 baseline station 114+58.85;

THENCE, departing the west line of said Velchoff Tract, over and across said FM 269 Investors 15.783 acre tract, along said curve to the left, an arc distance of 35.81 feet, having a radius of 4,347.00 feet, a central angle of 00°28'19" and a chord which bears S 61°59'37" W a distance of 35.81 feet to a 1/2-inch iron rod with a cap stamped "WILCO ROW 5777" set for angle point, 126.11 feet left of FM 2243 baseline station 114+23.77;

THENCE, continuing over and across said FM 269 Investors 15.783 acre tract, S 74°21'51" W a distance of 760.03 feet to a 1/2-inch iron rod with a cap stamped "WILCO ROW 5777" set on the west line of said FM 269 Investors 15.783 acre tract and the east line of a called 9.205 acre tract of land as conveyed to Florida Rock Industries, Inc. by Special Warranty Deed recorded in Document Number 2023036116 of the Official Public Records of Williamson County, Texas, for the southwest corner of the herein described tract, 191.25 feet left of FM 2243 baseline station 106+70.37;

THENCE, with the west line of said FM 269 Investors 15.783 acre tract and the east line of said Florida Rock Industries 9.205 acre tract, N 21°03'15" W a distance of 212.70 feet to a 1/2-inch iron rod with a cap stamped "West 4188" found at the northwest corner of said FM 269 Investors 15.783 acre tract, and at an interior corner of said Florida Rock Industries 9.205 acre tract, for the northwest corner of the herein described tract, 403.95 feet left of FM 2243 baseline station 106+69.97;

THENCE, with the north line of the remainder of said FM 269 Investors 15.783 acre tract and the south line of said Florida Rock Industries 9.205 acre tract, N 69°04'14" E a distance of 793.50 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set on the west line of said Velchoff Tract, at the northeast corner of the remainder of said FM 269 Investors 15.783 acre tract, and at the most easterly southeast corner of said Florida Rock Industries 9.205 acre tract, for the northeast corner of the herein described tract, 409.82 feet left of FM 2243 baseline station 114+51.63, from which a 1/2-inch iron rod found at the most northerly common corner of said Florida Rock Industries 9.205 acre tract and said Velchoff Tract, bears N 20°47'02" W a distance of 443.49 feet;

THENCE, with the east line of said FM 269 Investors 15.783 acre tract and the west line of said Velchoff Tract, S 20°47'02" E a distance of 278.41 feet to the **POINT OF BEGINNING** and containing 4.537 acres (197,619 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

\_\_\_\_\_  
 Date

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





LEGEND

CMP	CORRUGATED METAL PIPE
CONC.	CONCRETE
C.R.S.	CATHODIC READING STATION
DOC.	DOCUMENT
E.M.	ELECTRIC MEIER
ELEC.	ELECTRIC
ESMT.	EASEMENT
G.P.	GATE POST
NO.	NUMBER
NOS.	NUMBERS
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
O.R.W.C.	OFFICIAL RECORDS OF WILLIAMSON COUNTY
PED.	PEDESTAL
PG.	PAGE
P.L.M.	PIPELINE MARKER
P.O.B.	POINT OF BEGINNING
P.O.R.	POINT OF REFERENCE
P.P.	POWER POLE
P.R.W.C.	PLAT RECORDS OF WILLIAMSON COUNTY
RCP	REINFORCED CONCRETE PIPE
R.P.	REFLECTOR POST
R.O.W.	RIGHT-OF-WAY
S.S.	STOP SIGN
TEL.	TELEPHONE
TRANS.	TRANSFORMER
U.C.M.	UNDERGROUND CABLE MARKER
VOL.	VOLUME
W.B.O.V.	WATER BLOW-OFF VALVE
W.F.	WATER FAUCET
W.M.	WATER METER
W.V.	WATER VALVE
( )	RECORD INFO FOR DOC. NOS.
(( ))	2008015123 & 2008015124 O.P.R.W.C.
{{ }}	RECORD INFO FOR DOC. NO 9550265 O.P.R.W.C.
•	RECORD INFO FOR DOC. NO 2023036116 O.P.R.W.C.
○	FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
□	SET 1/2" IRON ROD W/CAP "WILCO ROW 5777"
△	SET 1/2" IRON ROD W/CAP "BGE INC"
x	CALCULATED POINT
—DHT—	WIRE FENCE
—DHP—	OVERHEAD TELEPHONE
//	OVERHEAD POWER
	EDGE OF ASPHALT
[10.2]	SCHEDULE B ITEM

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N 20°47'02" W	443.49'

RECORD LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	{{N 20°47'39" W}}	{{443.17}}

CURVE TABLE

NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	35.81'	4,347.00'	0°28'19"	S 61°59'37" W	35.81'

PRELIMINARY  
PENDING FINAL  
REVIEW



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

Copyright 2023

PARCEL PLAT SHOWING  
PARCEL 306R  
4.537 ACRES  
FM 2243  
WILLIAMSON COUNTY, TEXAS

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-158460, DATED EFFECTIVE JUNE 1, 2023 AND ISSUED ON JUNE 8, 2023.

RESTRICTIVE COVENANT AND EASEMENT NOTES:

1. RESTRICTIVE COVENANTS OF RECORD ITEMIZED IN VOLUME 2142, PAGE 942 AND VOLUME 2147, PAGE 836, OFFICIAL RECORDS, WILLAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.
- 10.2 AN ELECTRIC LINE EASEMENT GRANTED TO LCRA TRANSMISSION SERVICES CORPORATION AS DESCRIBED IN DOCUMENT NO. 2018087954 OF THE OFFICIAL PUBLIC RECORDS OF WILLAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.
- 10.3 ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN DEVELOPMENT AGREEMENT OF RECORD IN DOCUMENT NO. 2009087879 OF THE OFFICIAL PUBLIC RECORDS OF WILLAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.
- 10.4 ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN ORDINANCE NO. 16-040-00 OF RECORD IN DOCUMENT NO. 2017011285 OF THE OFFICIAL PUBLIC RECORDS OF WILLAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.

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.

PRELIMINARY  
PENDING FINAL  
REVIEW

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



**BGE, Inc.**  
101 West Louis Henna Blvd, Suite 400, Austin, TX 78728  
Tel: 512-879-0400 • [www.dgenc.com](http://www.dgenc.com)  
TBP/LS Licensed Surveying Firm No. 10106502

Copyright 2023

PARCEL PLAT SHOWING  
PARCEL 306R  
4.537 ACRES  
FM 2243  
WILLAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	08/15/2023	5 of 5

# EXHIBIT "B"

Parcel 306 + 306R

## 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 **FM 269 INVESTORS, LLC**, 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 5.690-acre tract, more or less, out of the Talbot Chambers Survey, Abstract No. 125, Williamson County, Texas; and being more fully described by metes and bounds in Exhibit "A-1" attached hereto and incorporated herein (**Parcel 306**); and

Tract Two:

Being a 4.537-acre tract, more or less, out of the Talbot Chambers Survey, Abstract No. 125, Williamson County, Texas; and being more fully described by metes and bounds in Exhibit "A-2" attached hereto and incorporated herein (**Parcel 306R**);

**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.

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

**IN WITNESS WHEREOF**, this instrument is executed on this the \_\_\_\_ day of \_\_\_\_\_, 2023.

*[signature pages follow]*

**GRANTOR:**

**FM 269 INVESTORS, LLC**

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

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

Title:\_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF TEXAS §

§

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2023 by \_\_\_\_\_, in the capacity and for the purposes and consideration recited therein.

\_\_\_\_\_  
Notary Public, State of Texas

**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

\*

COUNTY OF WILLIAMSON

\*

## ASSIGNMENT OF LEASES

This Assignment of Lease ("Assignment") is made by and between FM 269 INTERESTS, LLC, ("Assignor") and WILLIAMSON COUNTY, TEXAS ("Assignee").

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

Tract One: Being a 5.690 acre tract, more or less, out of the Talbot Chambers Survey, Abstract No. 125, Williamson County, Texas; and being more fully described by metes and bounds in Exhibit "A-1" attached hereto and incorporated herein **(Parcel 306)**; and

Tract Two: Being a 4.537 acre tract, more or less, out of the Talbot Chambers Survey, Abstract No. 125, Williamson County, Texas; and being more fully described by metes and bounds in Exhibit "A-2" attached hereto and incorporated herein **(Parcel 306R)**;

WHEREAS, portions of the Leased Premises are presently burdened by (1) a Master Lease Agreement, a copy of which is attached hereto as Exhibit "B-1", between Assignor as Landlord and LineTec Services, LLC as Tenant; and (2) a Master Lease Agreement, a copy of which is attached hereto as Exhibit "B-2", between Assignor as Landlord and Patrick Winghaman/Blex Enterprises as Tenant, (collectively the "Leases");

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 Leases 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 Leases covering the Leased Premises.
2. **Assignor Warranties.** Assignor does hereby warrant that the Leases 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 Leases 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 Leases, 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]*

ASSIGNOR:

FM 269 INVESTORS, LLC

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

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

Its: \_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF TEXAS

§

§

COUNTY OF \_\_\_\_\_

§

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2023 by \_\_\_\_\_, in the capacity and for the purposes and consideration recited therein.

\_\_\_\_\_  
Notary Public, State of Texas



ASSIGNEE:

WILLIAMSON COUNTY, TEXAS

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

## **ACKNOWLEDGMENT**

[illegible]

This instrument was acknowledged before me on \_\_\_\_\_, 2023 by Bill Gravell, Jr., Williamson County Judge, in the capacity and for the purposes and consideration recited therein.

\_\_\_\_\_  
Notary Public, State of Texas

# EXHIBIT "B-1" TO ASSIGNMENT

## MASTER LEASE AGREEMENT

THE STATE OF TEXAS                    {}  
   {}      KNOW ALL MEN BY THESE PRESENTS  
COUNTY OF WILLIAMSON            {}

WITNESS this agreement between, FM 269 Interests, LLC, with his principal office in the County of Travis, State of Texas, hereinafter called "Lessor", and LineTec Services, LLC hereinafter called "Lessee"

- (a) That in consideration of the covenants, conditions, agreements hereof and rentals to be paid hereunder, Lessor does hereby let and lease to the Lessee, and Lessee hereby rents from Lessor the premises located at 1450 FM 269 Leander, Texas consisting of approximately 2.0 acres of land more or less; referred to as the "Property".
- (b) Said Property is leased for a term beginning on April 1, 2017 (Date of Commencement) and continuing month to month thereafter.
- (c) That for the use of said Property during the term of this lease, Lessee agrees to pay to Lessor, at its office in Austin, Travis County, Texas, in cash of valid Check each month, the sum of \$800.00 commencing April 1, 2017, and continuing regularly and monthly on the first day of each and every month thereafter.
  - (a) Lessee shall take good care of the Property and suffer no waste and shall, at Lessee's own expense and cost, repair and maintain the Property and keep all of the same in repair; and at the end of or other expiration of the term of this lease, Lessee shall deliver up the Property in their present order and condition, natural deterioration and damaged by fire and other insured perils only excepted.
  - (b) This Lease can be terminated by either party without cause upon 30 days notice to the other party..
- (c) Lessee shall not assign or sublet the Property without the written consent of the Lessor.
- (d) Lessee agrees at its cost and expense that it will indemnify and save and hold harmless the Lessor against and from any loss, cost, damage, claim and expense arising out of any injury to any person or damage to any property, including

injuries resulting in death, due directly or indirectly to the use of the Property, by the said Lessee, or any customer(s), invitee(s), or person(s) holding under Lessee.

- (e) Lessee agrees to carry suitable Indemnity Insurance to cover any liability by reason of any accident or injury to damage or death to person or property in the amount of \$1,000,000.00 additional insured and evidence of such policy shall be furnished to Lessor.
- (f) In case of a default in any of the covenants herein, Lessor may enforce the performance of this lease in any mode provided by law and/or equity. If any default of Lessee continues uncured by Lessee for a period of ten (10) days after Lessor gives Lessee notice of such default as provided in the Lease, Lessor may, without further notice to Lessee, and without limiting the remedies which may be otherwise provided it by law or equity and without being deemed guilty of any manner of trespass, and without prejudice to any remedies for arrears of rent or breach of covenant, require any combination of the following, 1) pay the remaining balance of the lease, 2) pay the residual value of the lease, 3) return all of the Property.
- (g) In the event that an involuntary petition in bankruptcy is filed against Lessee, or the Lessee shall file a petition for relief under the U. S. Bankruptcy Code, or be adjudged bankrupt, or shall make a voluntary assignment for the benefit of creditors, or in the event that a receiver of the Lessee shall be appointed, then, at the option of the Lessor and upon notice to the Lessee of the exercise of such option, this lease shall cease and come to an end.
- (h) Lessor makes no warranty, express or implied, as to the physical condition of the Property and all warranties, are expressly disclaimed by Lessor Lessee accepts the Property as in and in their present condition.
- (i) This agreement expresses the entire contract between the parties and this agreement shall not be extended, added to or detracted from except by further agreement in writing between the parties. It is understood and agreed that the waiving of any of the covenants of this lease by either party hereto shall be limited to the particular instance and shall not be deemed to waive and other breaches of said covenant.
- (j) Any notices to be given hereunder by either party to the shall be in writing and should be effected by personal service or by sending the same by registered, certified or express mail, postage prepaid, return receipt requested. All notices to Lessee shall be addressed to P.O. 13650 Alexandria, LA 71315 and to Lessor


shall be addressed to 3604 Arrowhead Dr. Austin, Texas 78731 or such other address as Lessor may in writing, specify.

Executed effective as of the 28 day of March, 2017.

LESSOR – FM 269 Interests, LLC

By:   
John M. Scofield, President

LESSEE – LineTec Services, LLC

By:   
Authorized signer  
Cory Close



# EXHIBIT "B-2" TO ASSIGNMENT

## Waiver of Liability, Assumption of Risk, and Indemnity Agreement

**Waiver:** In consideration of permission to use, today and on all future dates, the property, facilities, at 1450 FM 269 Leander, Texas, Line Tec Services, LLC, do hereby release, waive, discharge, and covenant not to sue **FM 269 Interests, LLC, Scofield Construction Services, LLC; Redi-Mix, LLC**, its directors, officers, employees, and agents ("Company") from liability from any and all claims ~~including the negligence of the Company~~ resulting in personal injury, accidents or illnesses (including death), and property loss arising from, but not limited to, use of facilities, mobile/motor homes, premises, or equipment.

  
\_\_\_\_\_  
Line Tec Services, LLC

3/16/17  
\_\_\_\_\_  
Date

~~**Indemnification and Hold Harmless:** I also agree to INDEMNIFY AND HOLD HARMLESS FM 269 Interests, LLC, Scofield Construction Services, LLC; Redi-Mix, LLC from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees brought as a result of my use of the facilities, mobile/motor homes, premises, at 1450 FM 269 Leander, Texas and to reimburse them for any such expenses incurred.~~

**Severability:** The undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the law of the State of Texas and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

**Acknowledgment of Understanding:** I have read this waiver of liability, assumption of risk, and indemnity agreement, fully understand its terms, and understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing the agreement freely and voluntarily, and intend by my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

  
\_\_\_\_\_  
Line Tec Services, LLC

3/16/17  
\_\_\_\_\_  
Date

## MASTER LEASE AGREEMENT

THE STATE OF TEXAS                    {}  
  {}     KNOW ALL MEN BY THESE PRESENTS  
COUNTY OF WILLIAMSON            {}

WITNESS this agreement between, FM 269 Interests, LLC, with his principal office in the County of Travis, State of Texas, hereinafter called "Lessor", and Patrick Wighaman/Blex Enterprises, hereinafter called "Lessee"

- (a) That in consideration of the covenants, conditions, agreements hereof and rentals to be paid hereunder, Lessor does hereby let and lease to the Lessee, and Lessee hereby rents a non-exclusive surface from Lessor the premises located at 1450 FM 269 Leander, Texas consisting of approximately 2.0 acres of land more or less; referred to as the "Property".
- (b) Said Property is leased for a term beginning on December 1, 2018 (Date of Commencement) and continuing month to month thereafter.
- (c) That for the use of said Property during the term of this lease, Lessee agrees to pay to Lessor, at its office in Austin, Travis County, Texas, in cash of valid Check each month, the sum of \$500.00 commencing December 1, 2018, and continuing regularly and monthly on the first day of each and every month thereafter.
  - (a) Lessee shall take good care of the Property and suffer no waste and shall, at Lessee's own expense and cost, repair and maintain the Property and keep all of the same in repair; and at the end of or other expiration of the term of this lease, Lessee shall deliver up the Property in their present order and condition, natural deterioration and damaged by fire and other insured perils only excepted.
  - (b) This Lease can be terminated by either party without cause upon 30 days notice to the other party.
- (c) Lessee shall not assign or sublet the Property without the written consent of the Lessor.
- (d) Lessee agrees at its cost and expense that it will indemnify and save and hold harmless the Lessor against and from any loss, cost, damage, claim and expense arising out of any injury to any person or damage to any property, including



injuries resulting in death, due directly or indirectly to the use of the Property, by the said Lessee, or any customer(s), invitee(s), or person(s) holding under Lessee.

- (e) Lessee agrees to carry suitable Indemnity Insurance to cover any liability by reason of any accident or injury to damage or death to person or property in the amount of \$1,000,000.00 additional insured and evidence of such policy shall be furnished to Lessor.
- (f) In case of a default in any of the covenants herein, Lessor may enforce the performance of this lease in any mode provided by law and/or equity. If any default of Lessee continues uncured by Lessee for a period of ten (10) days after Lessor gives Lessee notice of such default as provided in the Lease, Lessor may, without further notice to Lessee, and without limiting the remedies which may be otherwise provided it by law or equity and without being deemed guilty of any manner of trespass, and without prejudice to any remedies for arrears of rent or breach of covenant, require any combination of the following, 1) pay the remaining balance of the lease, 2) pay the residual value of the lease, 3) return all of the Property.
- (g) In the event that an involuntary petition in bankruptcy is filed against Lessee, or the Lessee shall file a petition for relief under the U. S. Bankruptcy Code, or be adjudged bankrupt, or shall make a voluntary assignment for the benefit of creditors, or in the event that a receiver of the Lessee shall be appointed, then, at the option of the Lessor and upon notice to the Lessee of the exercise of such option, this lease shall cease and come to an end.
- (h) Lessor makes no warranty, express or implied, as to the physical condition of the Property and all warranties, are expressly disclaimed by Lessor Lessee accepts the Property as in and in their present condition.
- (i) This agreement expresses the entire contract between the parties and this agreement shall not be extended, added to or detracted from except by further agreement in writing between the parties. It is understood and agreed that the waiving of any of the covenants of this lease by either party hereto shall be limited to the particular instance and shall not be deemed to waive and other breaches of said covenant.
- (j) Any notices to be given hereunder by either party to the shall be in writing and should be affected by personal service or by sending the same by registered, certified or express mail, postage prepaid, return receipt requested. All notices to Lessee shall be addressed to P.O. Box 1001 and to Lessor shall be

Refugio, TX 78377

addressed to 3604 Arrowhead Dr. Austin, Texas 78731 or such other address as Lessor may in writing, specify.

Executed effective as of the \_\_\_\_ day of November 30, 2018.

LESSOR – FM 269 Interests, LLC

By: John M. Scofield  
John M. Scofield, President

LESSEE – Patrick Wighaman/Blex Enterprises

By: Patrick Wighaman  
Authorized signer