

REAL ESTATE CONTRACT
Future Corridor B (Chandler Road)

THIS REAL ESTATE CONTRACT ("Contract") is made by and between NORIETTA J. SCHMIDT, as Trustee for the NORIETTA J. SCHMIDT REVOCABLE LIVING TRUST (referred to in this Contract as "Seller", whether one or more) 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:

All of that certain 11.484 AC tract of land situated in the Samuel Pharrass Survey, Abstract No. 496, Williamson County, Texas and being all of the remnant portion of the called 105.439 AC tract of land conveyed to Norietta J. Schmidt, as trustee for the Norietta J. Schmidt revocable living trust, recorded in Document No. 204051253 of the Official Public Records of Williamson County, Texas and being more fully described by metes and bounds in Exhibit "A", attached hereto.

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 and fixtures situated on and attached to the Property described, or bisected by the acquisition and not otherwise retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II
PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Property shall be the sum of TWO MILLION TWO HUNDRED SEVENTY-SIX THOUSAND ONE HUNDRED SIX and 00/100 Dollars (\$2,276,106.00).

Payment of Purchase Price

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

**ARTICLE III
PURCHASER'S OBLIGATIONS**

Conditions to Purchaser's Obligations

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

Miscellaneous Conditions

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

**ARTICLE IV
REPRESENTATIONS AND WARRANTIES
OF SELLER**

4.01. 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 knowledge:

(a) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than previously disclosed to Purchaser.

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

**ARTICLE V
CLOSING**

Closing Date

5.01. The Closing shall be held at the office of Longhorn Title Company on or before October 31, 2024, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title in fee simple to all of the Property or as otherwise described herein, free and clear of any and all 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 incorporation herein.

(3) Provide reasonable assistance, at no cost to Seller, to cause the Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Purchaser's favor in the full amount of the Purchase Price, insuring each Grantee's fee simple and/or easement 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".

(4) Deliver to Purchaser possession of the Property, subject to leaseback as set out in Paragraph 5.03(b) herein.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

- (a) Pay the cash portion of the Purchase Price.
- (b) At Closing, Purchaser and Seller shall enter into a lease agreement (the "Leaseback Agreement") wherein Purchaser, as Landlord, shall lease back to Seller, as Tenant, the Property for an initial term which shall terminate on or before March 1, 2025, such term commencing on the Closing Date.

The Leaseback Agreement shall be in the form attached hereto as Exhibit "C".

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 for 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 party 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 insure 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, which date is indicated beneath the 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.

Purchase of Future Right of Way

8.12. Purchaser acknowledges that it is an entity which possesses the power of condemnation, and that the Property has been identified for the proposed future Corridor B (Chandler Road) right of way on the current Williamson County Long Range Transportation Plan and the current Williamson County Transportation Plan.

GRANTOR:

The Norietta J. Schmidt Revocable Living Trust

By: Norietta J. Schmidt

Name: Norietta J. Schmidt

Its: Trustee

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

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

Date: _____

Exhibit "A"

County: Williamson
Project: Corridor B – Chandler Road Segment 2
Tax ID: R497358 and R020056
Parcel: 79 - Schmidt

METES AND BOUNDS DESCRIPTION

FOR A 11.484 ACRE TRACT OF LAND SITUATED IN THE SAMUEL PHARRASS SURVEY, ABSTRACT NO. 496, WILLIAMSON COUNTY, TEXAS, AND BEING ALL OF THE REMNANT PORTION OF THE CALLED 105.439 ACRE TRACT OF LAND CONVEYED TO NORIETTA J. SCHMIDT, AS TRUSTEE FOR THE NORIETTA J. SCHMIDT REVOCABLE LIVING TRUST, RECORDED IN DOCUMENT NO. 2004051253 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 11.484 ACRE TRACT OF LAND BEING SURVEYED ON THE GROUND BY DIAMOND SURVEYING DURING THE MONTH OF SEPTEMBER 2024, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod found with aluminum cap marked "SAM" (Grid Coordinates: N=10195951.98, E=3197823.13) monumenting the northwest corner of said remnant portion of the 105.439 acre Schmidt tract, the northeast corner of the called 10.25 acre tract of land conveyed to Deefam LLC, recorded in Document No. 2022097025 of the Official Public Records of Williamson County, Texas, the southeast corner of the called 5.33 acre tract of land (Parcel 24) conveyed to Williamson County, Texas, recorded in Document No. 2008069495 of the Official Public Records of Williamson County, Texas and the southwest corner of the called 7.567 acre tract of land (Parcel 25) conveyed to Williamson County, Texas, recorded in Document No. 2008062545 of the Official Public Records of Williamson County, Texas, same being on the south right-of-way line of Chandler Road (220' Right-of-way width) for the northwest corner and **POINT OF BEGINNING** hereof, from which a 1/2" iron rod found monumenting an angle point on the north boundary line of said 10.25 acre Deefam LLC tract and the south boundary line of said 5.33 acre Williamson County, Texas tract, same being on said south right-of-way line of Chandler Road, bears S 73°05'50" W for a distance of 673.83 feet;

THENCE, with the north boundary line of said remnant portion of the 105.439 acre Schmidt tract, the south boundary line of said 7.567 acre Williamson County, Texas tract and said south right-of-way line of Chandler Road, the following three (3) courses and distances:

1. **N 73°00'40" E** for a distance of **955.49 feet** to a 1/2" iron rod found monumenting the beginning of a curve to the right, from which a 1/2" iron rod found monumenting a point of curvature on the south boundary line of the called 84.843 acre tract of land conveyed to Chandler Realty LLC, recorded in Document No. 2021196442 of the Official Public Records of Williamson County, Texas and the north boundary line of said 7.567 acre Williamson County, Texas tract, same being on the north right-of-way line of said Chandler Road, bears N 16°58'13" W for a distance of 220.16 feet;

County: Williamson
Project: Corridor B – Chandler Road Segment 2
Tax ID: R497358 and R020056
Parcel: 79 - Schmidt

2. With said curve to the right an arc length of **421.43 feet**, said curve having a radius of **1277.00 feet**, a delta angle of **18°54'30"** and a chord which bears **N 82°31'45" E** for a distance of **419.52 feet** to a 1/2" iron rod found for the end of this curve hereof;
3. **S 87°57'22" E** for a distance of **123.61 feet** to a 5/8" iron rod with aluminum cap set marked "WILLIAMSON COUNTY" on the northeast corner of said remnant portion of the 105.439 acre Schmidt tract, the southeast corner of said 7.567 acre Williamson County, Texas tract, the southwest corner of the called 12.212 acre tract of land (Parcel 26) conveyed to Williamson County, Texas, recorded in Document No. 2010009119 of the Official Public Records of Williamson County, Texas and the northwest corner of the called 0.954 acre tract of land conveyed to Williamson County, Texas, recorded in said Document No. 2010009119, for the northeast corner hereof, from which an iron rod found with aluminum cap marked "SAM" monumenting the northeast corner of said 7.567 acre Williamson County, Texas tract, the southeast corner of said 84.843 acre Chandler Realty LLC tract, the most westerly northwest corner of said 12.212 acre Williamson County, Texas tract and the southwest corner of the called 34.658 acre tract of land conveyed to CO RD 366 Taylor, LLC, recorded in Document No. 2018063937 of the Official Public Records of Williamson County, Texas, same being on said north right-of-way line of Chandler Road, bears **N 21°17'26" W** for a distance of 239.64 feet, also from said 5/8" iron rod set with aluminum cap marked "WILLIAMSON COUNTY, a 1/2" iron rod found, bears **S 53°38'32" E** for a distance of 0.31 feet;

THENCE, **S 21°26'14" E** with the east boundary line of said remnant portion of the 105.439 acre Schmidt tract and the west boundary line of said 0.954 acre Williamson County, Texas tract, for a distance of **188.48 feet** to a 5/8" iron rod found monumenting the southeast corner of said remnant portion of the 105.439 acre Schmidt tract and the southwest corner of said 0.954 acre Williamson County, Texas tract, same being on the north boundary line of the remnant portion of the called 77.84 acre tract of land (Tract One), conveyed to Tina Mekolik in Revocable Transfer of Death Deed, recorded in Document No. 2022043870 of the Official Public Records of Williamson County, Texas, for the southeast corner hereof;

THENCE, **S 68°59'13" W** with the south boundary line of said remnant portion of the 105.439 acre Schmidt tract and said north boundary line of the remnant portion of the 77.84 acre Mekolik tract for a distance of **460.91 feet** to a 1/2" iron rod found in concrete monumenting the northwest corner of said remnant portion of the 77.84 acre Mekolik tract and the northeast corner of the called 217.73 acre tract of land conveyed to Ross Stromberg and wife, Pat Stromberg, recorded in Document No. 2000061659 of the Official Public Records of Williamson County, Texas, for an angle point hereof;

County: Williamson
Project: Corridor B – Chandler Road Segment 2
Tax ID: R497358 and R020056
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THENCE, **S 68°35'04" W** with said south boundary line of the remnant portion of the 105.439 acre Schmidt tract and the north boundary line of said 217.73 acre Stromberg tract for a distance of **1012.48 feet** to a 1/2" bent iron rod found monumenting the southwest corner of said remnant portion of the 105.439 acre Schmidt tract and the southeast corner of said 10.25 acre Deefam LLC tract, for the southwest corner hereof;

THENCE, **N 21°24'00" W** with the west boundary line of said remnant portion of the 105.439 acre Schmidt tract and the east boundary line of said 10.25 acre Deefam LLC tract for a distance of **409.29 feet** to the **POINT OF BEGINNING** hereof and containing 11.484 acres of land more or less.

Bearing Basis: NAD-83, Texas Central Zone (4203) State Plane System. Distances shown hereon are surface distances based on a combined surface adjustment factor of 1.00012 per Document No. 2008062545 of the Official Public Records of Williamson County, Texas.

A drawing has been prepared to accompany this metes and bounds description.

 **DIAMOND SURVEYING, INC.**
116 SKYLINE ROAD, GEORGETOWN, TX 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NUMBER 10006900



September 20, 2024

SHANE SHAFER, R.P.L.S. NO. 5281

DATE



Z:\WCRB__2024 WCRB WA-4 ON-CALL ROW TRACTS HNTB 2024-101\CORRIDOR B-CHANDLER RD
SCHMIDT PARCEL 79 2024-101C\CORRIDOR B-CHANDLER RD PARCEL 79 SCHMIDT ROW M&B 20240920.doc

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 11.484 ACRE TRACT OF LAND SITUATED IN THE SAMUEL PHARRASS SURVEY, ABSTRACT NO. 496, WILLIAMSON COUNTY, TEXAS, AND BEING ALL OF THE REMNANT PORTION OF THE CALLED 105.439 ACRE TRACT OF LAND CONVEYED TO NORIETTA J. SCHMIDT, AS TRUSTEE FOR THE NORIETTA J. SCHMIDT REVOCABLE LIVING TRUST, RECORDED IN DOCUMENT NO. 2004051253 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
PROPERTY ADDRESS W.C.A.D. PROPERTY ID R020056: 12999 CHANDLER RD, TAYLOR, TX 76574
PROPERTY ADDRESS W.C.A.D. PROPERTY ID R497358: CR 366, TAYLOR, TX 76574

V-TEX LOGISTICS LLC
CALLED 37.16 AC.
DOC. NO. 2017104274

CHANDLER REALTY LLC
CALLED 84.843 AC.
DOC. NO. 2021196442

SCALE: 1" = 100'

WILLIAMSON COUNTY, TEXAS
PARCEL 24
CALLED 5.33 AC.
DOC. NO. 2008069495

WILLIAMSON COUNTY, TEXAS
PARCEL 25
CALLED 7.567 AC.
DOC. NO. 2008062545

CHANDLER ROAD
(220' RIGHT-OF-WAY)

ASPHALT ROADWAY

1/2" S73°05'50"W 673.83'

N73°00'40"E 955.49'

P.O.B.
GRID COORDINATES:
N=10195951.98
E=3197823.13

W/ALUM
CAP
"SAM"

DEEFAM LLC
CALLED 10.25 AC.
DOC. NO. 2022097025

PARCEL 79
11.484 AC.

NORIETTA J. SCHMIDT, AS TRUSTEE
FOR THE NORIETTA J. SCHMIDT
REVOCABLE LIVING TRUST
REMNANT PORTION OF
CALLED 105.439 AC.
DOC. NO. 2004051253

W.C.A.D. PROPERTY ID:
R497358 & R020056

EASEMENT INFORMATION

(A) TEMPORARY CONSTRUCTION EASEMENT
FOR DRIVEWAY REPLACEMENT
CHANDLER ROAD PROJECT
CALLED 0.327 AC.
DOC. NO. 2008062546

(B) POSSIBLE LOCATION OF
JONAH WATER SPECIAL
UTILITY DISTRICT
PUBLIC UTILITY AND
ACCESS EASEMENT
DOC. NO. 2006078593

(C) TEXAS POWER & LIGHT COMPANY
EASEMENT & RIGHT-OF-WAY
VOL. 296, PG. 619

ROSS STROMBERG AND WIFE,
PAT STROMBERG
CALLED 217.73 AC.
DOC. NO. 2000061659

PARCEL 79 - SCHMIDT SHEET 1 OF 5

<> DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.E.I.S. FIRM NO. 10006900

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 11.484 ACRE TRACT OF LAND SITUATED IN THE SAMUEL PHARRASS SURVEY, ABSTRACT NO. 496, WILLIAMSON COUNTY, TEXAS, AND BEING ALL OF THE REMNANT PORTION OF THE CALLED 105.439 ACRE TRACT OF LAND CONVEYED TO NORIETTA J. SCHMIDT, AS TRUSTEE FOR THE NORIETTA J. SCHMIDT REVOCABLE LIVING TRUST, RECORDED IN DOCUMENT NO. 2004051253 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
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CHANDLER REALTY LLC
CALLED 84.843 AC.
DOC. NO. 2021196442

SCALE: 1" = 100'

N72°59'39"E 972.03'

WILLIAMSON COUNTY, TEXAS
PARCEL 25
CALLED 7.567 AC.
DOC. NO. 2008062545

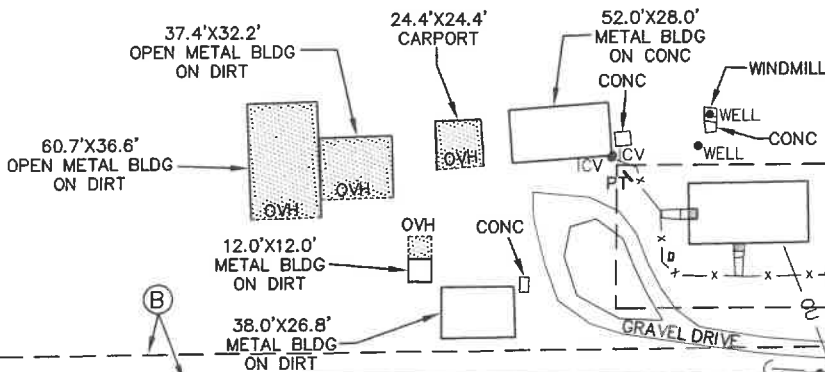
ASPHALT ROADWAY

CHANDLER ROAD (220' RIGHT-OF-WAY)

N73°00'40"E 955.49'

NORIETTA J. SCHMIDT, AS TRUSTEE
FOR THE NORIETTA J. SCHMIDT
REVOCABLE LIVING TRUST
REMNANT PORTION OF
CALLED 105.439 AC.
DOC. NO. 2004051253
W.C.A.D. PROPERTY ID:
R497358 & R020056

PARCEL 79
11.484 AC.



SAMUEL PHARRASS SURVEY
ABSTRACT NO. 496

S68°35'04"W

1012.48'

S68°59'13"W
460.91'

ROSS STROMBERG AND WIFE,
PAT STROMBERG
CALLED 217.73 AC.
DOC. NO. 2000061659

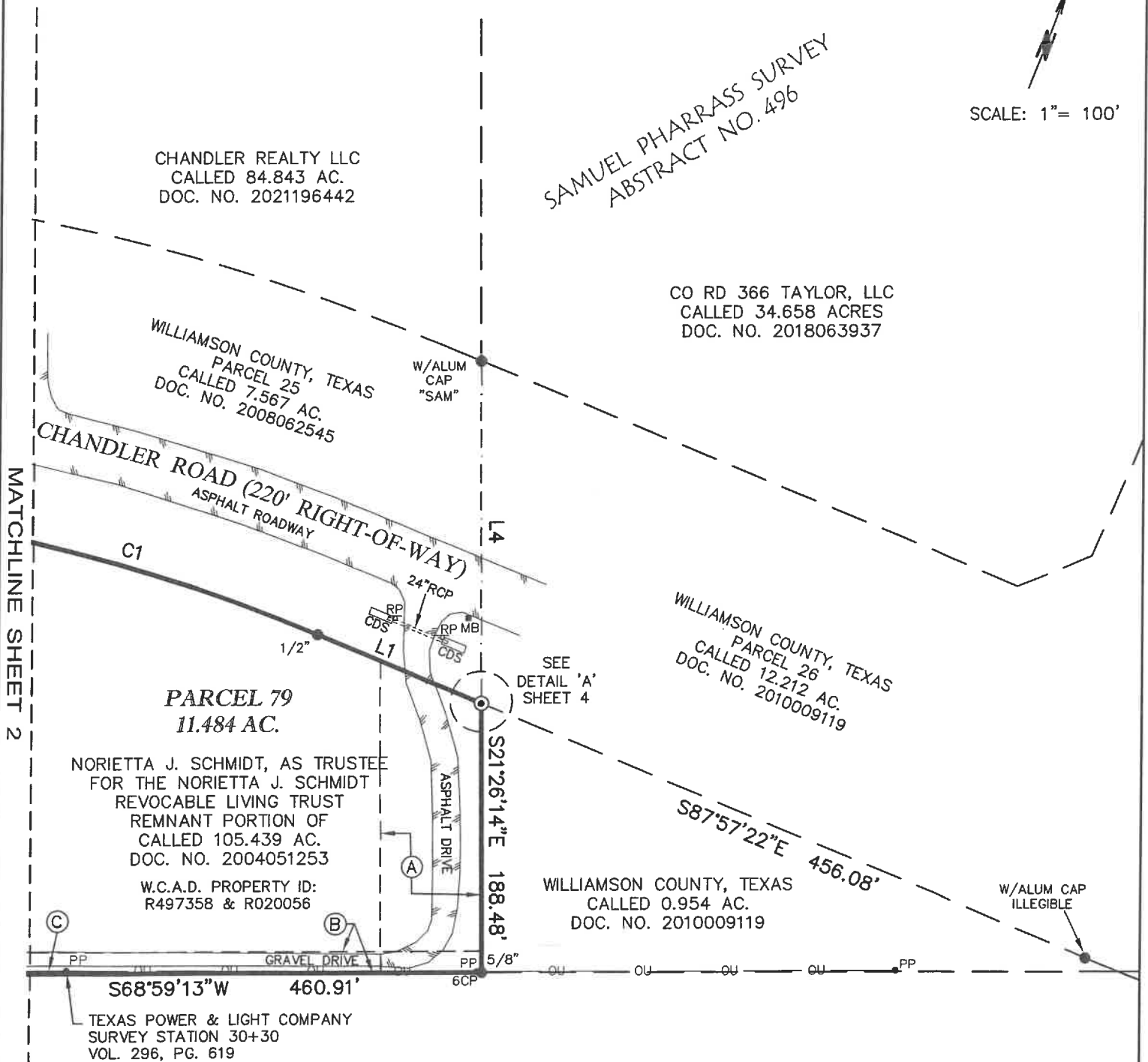
TINA MEKOLIK
REVOCABLE TRANSFER
OF DEATH DEED
REMNANT PORTION OF
TRACT ONE:
CALLED 77.84 AC.
DOC. NO. 2022043870

PARCEL 79 - SCHMIDT SHEET 2 OF 5

<> DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
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DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 11.484 ACRE TRACT OF LAND SITUATED IN THE SAMUEL PHARRASS SURVEY, ABSTRACT NO. 496, WILLIAMSON COUNTY, TEXAS, AND BEING ALL OF THE REMNANT PORTION OF THE CALLED 105.439 ACRE TRACT OF LAND CONVEYED TO NORIETTA J. SCHMIDT, AS TRUSTEE FOR THE NORIETTA J. SCHMIDT REVOCABLE LIVING TRUST, RECORDED IN DOCUMENT NO. 2004051253 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
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SCALE: 1" = 100'

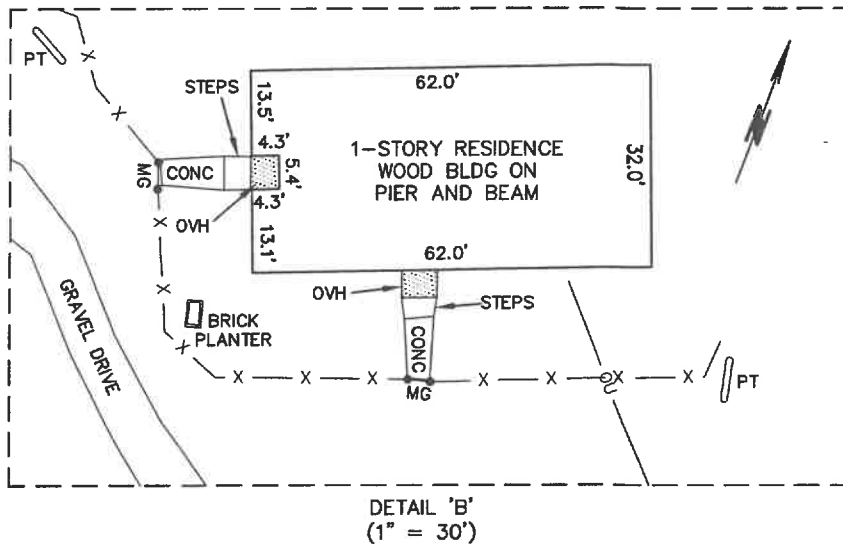
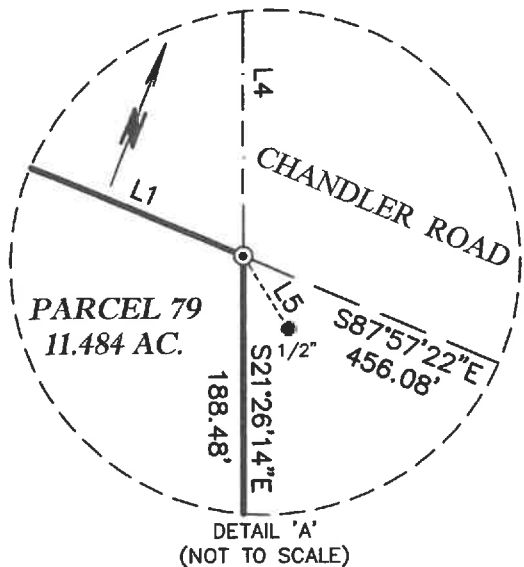


TINA MEKOLIK
 REVOCABLE TRANSFER
 OF DEATH DEED
 REMNANT PORTION OF
 TRACT ONE: CALLED 77.84 AC.
 DOC. NO. 2022043870

PARCEL 79 - SCHMIDT SHEET 3 OF 5

<> DIAMOND SURVEYING, INC.
 116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
 (512) 931-3100
 T.B.P.E.L.S. FIRM NO. 10006900

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 11.484 ACRE TRACT OF LAND SITUATED IN THE SAMUEL PHARRASS SURVEY, ABSTRACT NO. 496, WILLIAMSON COUNTY, TEXAS, AND BEING ALL OF THE REMNANT PORTION OF THE CALLED 105.439 ACRE TRACT OF LAND CONVEYED TO NORIETTA J. SCHMIDT, AS TRUSTEE FOR THE NORIETTA J. SCHMIDT REVOCABLE LIVING TRUST, RECORDED IN DOCUMENT NO. 2004051253 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
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CURVE TABLE					
CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	1277.00'	421.43'	18°54'30"	N82°31'45"E	419.52'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S87°57'22"E	123.61'
L2	N21°16'20"W	220.49'
L3	N16°58'13"W	220.16'
L4	N21°17'26"W	239.64'
L5	S53°38'32"E	0.31'

LEGEND

- IRON ROD FOUND
- ⊙ 5/8" IRON ROD SET WITH ALUMINUM CAP MARKED "WILLIAMSON COUNTY"
- WV JONAH WATER WATER VALVE ON CONCRETE
- ICV IRRIGATION CONTROL VALVE
- WELL CAPPED WELL
- PP POWER POLE
- PPA POWER POLE ABANDONED
- DOWN GUY
- ⊕ RP REFLECTOR POST
- ⊕ S1 SIGN
- MB MAIL BOX
- 6CP 6" CEDAR POST LEANING

— RIGHT-OF-WAY DEED LINE
— EDGE OF PAVEMENT
— OU — OU — OVERHEAD UTILITY LINE

- OVH OVERHANG
- BLDG BUILDING
- CONC CONCRETE
- CDS CONCRETE DRAINAGE STRUCTURE
- RCP REINFORCED CONCRETE PIPE
- MG METAL GATE
- PT PROPANE TANK
- P.O.B. POINT OF BEGINNING
- W.C.A.D. WILLIAMSON CENTRAL APPRAISAL DISTRICT

NOTES:

1) BEARING BASIS: NAD-83, TEXAS CENTRAL ZONE (4203) STATE PLANE SYSTEM. DISTANCES SHOWN HEREON ARE SURFACE DISTANCES BASED ON A COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00012 PER DOCUMENT NO. 2008062545, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS. COORDINATES FOR THIS PROJECT ARE SURFACE BASED ON SAID COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00012.

2) ALL DOCUMENTS LISTED HEREON ARE RECORDED IN THE OFFICE OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

3) THE TRACT SHOWN HEREON LIES WITH IN ZONE 'X' (NO SCREEN) AREAS OF MINIMAL FLOOD HAZARD, ACCORDING TO THE FLOOD INSURANCE RATE MAP NO. 48491C0530F, FOR WILLIAMSON COUNTY, TEXAS, WITH AN EFFECTIVE DATE OF DECEMBER 20, 2019.

SIGN LEGEND

- S1 = COUNTY ROAD 366
- S2 = COLDWELL BANKERS FOR SALE BILLBOARD

PARCEL 79 - SCHMIDT SHEET 4 OF 5

<> DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NO. 10006900

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 11.484 ACRE TRACT OF LAND SITUATED IN THE SAMUEL PHARRASS SURVEY. ABSTRACT NO. 496, WILLIAMSON COUNTY, TEXAS, AND BEING ALL OF THE REMNANT PORTION OF THE CALLED 105.439 ACRE TRACT OF LAND CONVEYED TO NORIETTA J. SCHMIDT, AS TRUSTEE FOR THE NORIETTA J. SCHMIDT REVOCABLE LIVING TRUST, RECORDED IN DOCUMENT NO. 2004051253 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
PROPERTY ADDRESS W.C.A.D. PROPERTY ID R020056: 12999 CHANDLER RD, TAYLOR, TX 76574
PROPERTY ADDRESS W.C.A.D. PROPERTY ID R497358: CR 366, TAYLOR, TX 76574

TITLE COMMITMENT NOTES:

Only those easements and restrictions listed in Schedule B of Texan Title Insurance Company, Commitment for Title Insurance (T-7) GF No. GT2201376, which bears an Effective Date November 7, 2022 and an Issued Date of November 17, 2022 were reviewed by the Surveyor. No other easement record research was performed by Diamond Surveying, Inc.

The following restrictive covenants of record:

10a. An Oil, Gas and Mineral Lease dated August 30, 1939, by and between George J. Kroschewsky and Annie Kroschewsky as Lessor, and M. Aldridge as Lessee, recorded in Volume 298, Page 332, Deed Records, Williamson County, Texas, and all rights incident thereto. Not a survey matter.

10b. Easement dated July 1, 1936, to Texas Power & Light Company, recorded in Volume 281, Page 310, Deed Records, Williamson County, Texas. Not a part of the subject tract.

10c. Easement dated April 24, 1939, to Texas Power & Light Company, recorded in Volume 296, Page 619, Deed Records, Williamson County, Texas. Is a part of the subject tract as shown hereon.

10d. Easement dated September 11, 2006, to Jonah Water Special Utility District, recorded under Document No. 2006078593, Official Public Records, Williamson County, Texas. The possible location of said easement is a part of the subject tract and is shown hereon. Said instrument states: "The easement will be fifteen feet wide with the pipe line to set the center of the easement. The water line will run east to west on the south boundary of the property."

10e. Easement dated August 8, 2008, to Williamson County, recorded under Document No. 2008062546, Official Public Records, Williamson County, Texas. Is a part of the subject tract as shown hereon, may have expired. Said instrument states: "This temporary construction easement shall terminate and the easement rights and improvements constructed within the easement area shall revert to and become the responsibility of the Grantor, Grantor's successors, and assigns, and all interest conveyed shall terminate eight months after the beginning of the work upon the Property, or on the date of completion of construction of the Project, whichever occurs first, at which time Grantee shall have no further right or interest in the Property."

10f. Easement dated December 18, 2018, to Jonah Water Special Utility District, recorded under Document No. 2018111212, Official Public Records, Williamson County, Texas. Not a part of the subject tract.

10g. Easement dated February 13, 2018, to V-Tex Logistics LLC, recorded under Document No. 2018023854, Official Public Records, Williamson County, Texas. Not a part of the subject tract.

To: Williamson County, Texas, Texan Title Insurance Company and Longhorn Title Company, LLC, exclusively,

I, Shane Shafer, Registered Professional Land Surveyor in the State of Texas, hereby certify that this drawing represents a survey made on the ground under my direct supervision completed on September 19, 2024. At the time of this survey there were no encroachments, conflicts or protrusions apparent on the ground, EXCEPT AS SHOWN. This survey substantially complies with the standards for a CATEGORY 1A, CONDITION III LAND TITLE SURVEY per the current Manual of Practice for Land Surveying in the State of Texas, issued by the Texas Society of Professional Surveyors. USE OF THIS SURVEY BY OTHER PARTIES SHALL BE AT THEIR OWN RISK AND UNDERSIGNED SURVEYOR IS NOT RESPONSIBLE FOR ANY LOSS RESULTING THEREFROM.




SHANE SHAFER, R.P.L.S. NO. 5281

SEPTEMBER 20, 2024
DATE

PARCEL 79 - SCHMIDT SHEET 5 OF 5

<> DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NO. 10006900

Exhibit "B"

DEED

Corridor B (Chandler Road)

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 NORIETTA J. SCHMIDT, as Trustee for the NORIETTA J. SCHMIDT REVOCABLE LIVING TRUST, 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"):

All of that certain 11.484 AC tract of land situated in the Samuel Pharrass Survey, Abstract No. 496, Williamson County, Texas and being all of the remnant portion of the called 105.439 AC tract of land conveyed to Norietta J. Schmidt, as trustee for the Norietta J. Schmidt revocable living trust, recorded in Document No. 204051253 of the Official Public Records of Williamson County, Texas and being more fully described by metes and bounds in Exhibit "A", attached hereto.

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 or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of Corridor B (Chandler Road).

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.

Grantee acknowledges that it is an entity which possesses the power of condemnation, and that the deed for the Property is being delivered for proposed future Corridor B (Chandler Road) right of way on the current Williamson County Long Range Transportation Plan and the current Williamson County Transportation Plan.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2024.

[signature page follows]

GRANTOR:

The Norietta J. Schmidt Revocable Living Trust

By: Norietta J. Schmidt

Name: Norietta J. Schmidt

Its: Trustee

ACKNOWLEDGMENT

STATE OF TEXAS

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on this the ____ day of _____, 2024 by Norietta J. Schmidt, 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"

RESIDENTIAL LEASE AGREEMENT

By this Residential Lease Agreement ("Lease") between **WILLIAMSON COUNTY, TEXAS**, a political subdivision of the State of Texas and the true and lawful owner of the Premises subject of this Lease, (hereafter called "Landlord"); and **NORIETTA J. SCHMIDT, as Trustee for the NORIETTA J. SCHMIDT REVOCABLE LIVING TRUST**, (hereafter collectively called "Tenant"); Landlord hereby leases to Tenant, and the Tenant hires and takes from the Landlord, 11.52 acres located at 12999 Chandler Road, Taylor, Texas 76574 (hereinafter referred to as the "Premises"), to be used and occupied solely as a strictly private dwelling for one family only, by the Tenant and the family of the Tenant and not otherwise, according to the following terms and conditions:

1. **TERM.** The initial term of this Lease shall not exceed FIVE (5) months commencing on November 1, 2024 ("Commencement Date") and ending on March 1, 2025, at 11:59 p.m. ("Termination Date").
2. **RENT.** Tenant agrees to pay, without demand, deduction or offset, to Landlord as rent for the Premises ONE THOUSAND and no/100 Dollars (\$1,000.00) for the entire initial term of the lease and shall be collected at closing.
3. **OPTION TO EXTEND OR TERMINATE LEASE.** In the event Tenant wishes to extend this lease following the initial term or any extended term thereafter, Tenant shall provide Landlord with a written request to extend the Lease. Following Landlord's receipt of Tenant's extension request, Landlord shall have the option to deny or accept the request, as it deems in the best interest of Williamson County. If the Landlord accepts Tenant's extension request, the extended term shall begin on the expiration of the Initial Lease Term or the then current "Extension Term" of this Lease, as appropriate. All terms, covenants, and provisions of this Lease shall apply to each such Extension Term, except that Landlord shall reserve the right to modify the duration of any Extension Term.

Tenant at its sole option may terminate this Lease at any time by delivering a minimum of thirty (30) days prior written notice of such early termination to Landlord.

4. **QUIET ENJOYMENT.** Landlord covenants that, on paying the rent and performing the covenants contained in this Lease, Tenant will peacefully and quietly have, hold, and enjoy the Premises for the agreed term.
5. **USE OF PREMISES.** The Premises shall be used and occupied by Tenant exclusively as a private single-family residence, and no part of it may be used by Tenant at any time during the term of this Lease or extension of same for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single-family residence. Tenant shall comply with all the sanitary laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of and the sidewalks connected to the Premises during the term of this Lease. Tenant and all other persons on the Premises must refrain from conducting themselves in any way that would unduly disturb Tenant's neighbors or constitute a breach of the peace. Tenant may not permit any part of the

Premises to be used for: (a) any activity which is a nuisance, offensive, noisy, or dangerous; (b) the repair of any vehicle; (c) any business of any type, including child care; (d) any activity which violates any applicable rules and/or regulations of Landlord; (e) any illegal or unlawful activity; or (f) other activity which will obstruct, interfere with, or infringe on the rights of other persons near the Premises.

6. Tenant hereby acknowledges and agrees that Tenant shall be solely liable for and shall promptly pay all fines, fees or charges assessed against the Tenant and/or the Premises for violations by Tenant of: (a) any laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of and the sidewalks connected to the Premises during the term of this Lease; (b) any illegal or unlawful activity; or (c) other activity which obstructs, interferes with, or infringes on the rights of other persons near the Premises.
7. NUMBER OF OCCUPANTS. Without prior approval and consent from Landlord the Premises may be occupied by no more than 5 persons. Tenant may not permit any guests to stay on or in the Premises longer than fourteen (14) consecutive or non-consecutive days during the term of this Lease or any Extension Term without the prior written consent of the Landlord.
8. Condition of premises. TENANT HEREBY AGREES AND STIPULATES THAT THE PREMISES HAVE BEEN EXAMINED BY TENANT, INCLUDING THE GROUNDS AND ALL BUILDINGS AND IMPROVEMENTS, AND THAT AT THE TIME OF THIS LEASE THEY ARE IN GOOD ORDER AND REPAIR AND IN A SAFE, CLEAN, AND TENANTABLE CONDITION. TENANT ACKNOWLEDGES AND AGREES THAT, OTHER THAN AS MAY BE SPECIFICALLY SET FORTH HEREIN, LANDLORD HAS NOT MADE, DOES STATE LAWS, TO THE FULLEST EXTENT AUTHORIZED BY LAW, SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTEES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE NATURE, QUALITY OR CONDITION OF THE PREMISES, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE SUITABILITY OF THE PREMISES FOR ITS INTENDED USE, (C) THE COMPLIANCE OF OR BY THE PREMISES OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, INCLUDING, WITHOUT LIMITATION, THE AMERICANS WITH DISABILITIES ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, AND THE TEXAS ARCHITECTURAL BARRIERS ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, (D) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PREMISES, OR (E) ANY OTHER MATTER WITH RESPECT TO THE PREMISES, AND SPECIFICALLY THAT LANDLORD HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING SOLID WASTE, AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, OR THE DISPOSAL OR EXISTENCE, IN OR ON THE PREMISES, OF ANY HAZARDOUS SUBSTANCE, AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, AND APPLICABLE STATE LAWS, AND REGULATIONS PROMULGATED THEREUNDER. TENANT FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PREMISES, TENANT IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PREMISES AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED

BY LANDLORD. TENANT FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PREMISES WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT LANDLORD HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION. TENANT FURTHER ACKNOWLEDGES AND AGREES THAT THE LEASE OF THE PREMISES AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS, WHERE IS" CONDITION AND BASIS "WITH ALL FAULTS". TENANT ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THIS PARAGRAPH WERE A MATERIAL FACTOR IN THE DETERMINATION OF THE AMOUNT OF THE RENT OF THE PREMISES. THE TERMS OF THIS PARAGRAPH WILL SURVIVE ANY TERMINATION OF THIS LEASE. TENANT ACKNOWLEDGES THAT NO AGREEMENTS HAVE BEEN MADE REGARDING FUTURE REPAIRS UNLESS OTHERWISE SPECIFIED IN THIS LEASE AGREEMENT.

9. **ASSIGNMENT AND SUBLETTING.** Without the prior written consent of Landlord, Tenant may not assign the Lease or sublet or grant any license to use the Premises or any part of them. A consent by Landlord to one assignment, subletting, or license shall not be considered a consent to any subsequent assignment, subletting, or license. An assignment, subletting, or license without the prior written consent of Landlord or an assignment or subletting by operation of law shall be void and Landlord, at Landlord's option, may immediately terminate this Lease.
10. **ALTERATIONS AND IMPROVEMENTS.** At its sole cost Tenant may make improvements to and remove the structures or improvements paid for and retained by Tenant pursuant to the terms of that certain prior real estate contract and Deed conveyance between the parties concerning the Premises. Unless otherwise provided by written agreement between Landlord and Tenant, all alterations, changes, and improvements built, constructed, or placed on the Premises by Tenant, with the exception of fixtures removable without damage to the Premises and movable personal property, shall be the property of Tenant and may be elected to be removed by Tenant pursuant to the terms of the prior real estate contract agreement at the expiration or termination of this Lease. Except as permitted by law, this Lease, or pursuant to Landlord's prior written consent, Tenant may not: (a) keep or permit any hazardous material on the Premises, which shall include but not be limited to flammable or explosive materials which might cause fire or extended insurance coverage to be suspended or canceled or any premiums to be increased; (b) dispose of any environmentally detrimental substance (i.e. motor oil or radiator fluid) on the Premises; or (c) cause or allow any mechanic's or materialman's lien to be filed against any portion of the Premises or Tenant's interest in this Lease.
11. **DAMAGE TO PREMISES.** If the dwelling structures on the Premises are damaged by casualty loss or are otherwise rendered uninhabitable this Lease shall terminate, and the parties shall have no further obligations to each other under this Agreement.
12. **CARE AND MAINTENANCE.** By execution of this Lease Tenant acknowledges that the Premises is habitable for occupancy and that Landlord shall not be required to make any repairs or alterations to the Premises prior to the commencement of this agreement.
13. **INSURANCE.** Landlord shall not carry any type of insurance which would provide coverage for the improvements located on the Premises for which ownership was retained by Tenant pursuant to the terms of the real estate contract between the parties for purchase of the Premises. **Tenant acknowledges, however, that Tenant and Tenant's property will not be covered by any hazard insurance or other form of insurance that may be carried by**

Landlord. The Tenant assumes the risk of loss on all contents of the Leased Premises owned by the Tenant and/or personal injuries arise on the Leased Premises and Tenant hereby agrees to obtain any insurance coverage that Tenant desires or deems necessary. Furthermore, Tenant's insurance shall be primary as to any other existing, valid, and collectible insurance Landlord may otherwise be permitted to maintain.

14. **UTILITIES.** Tenant shall be responsible for arranging and paying for all utility services required on the Premises, including but not limited to electricity, gas, water, wastewater, garbage, telephone, alarm monitoring systems, television, sewer charges, and trash collection. Tenant further agrees to pay all connection fees, service fees, usage fees, and all other costs and fees for all utilities to the Premises. Tenant must, at a minimum, keep the following utilities on at all times during the term of this Lease: gas; electricity; water; wastewater/sewer; and garbage services and collection. If the Tenant fails to keep said utilities on during the term of this Lease or any extension of the term of this Lease, Tenant shall be deemed to be in default of this Lease.
15. **MAINTENANCE AND REPAIR.** At Tenant's expense, Tenant shall keep and maintain the Premises and appurtenances in good sanitary condition during the term of this Lease and any extension of it. In particular, Tenant shall keep the fixtures in the house or on or about the Premises in good order and repair; keep the furnace and HVAC systems clean and in good working order; promptly dispose of all garbage in appropriate receptacles; supply and change smoke detector batteries; promptly eliminate any dangerous condition on the Premises caused by Tenant or caused by Tenant's family, agent, or visitor; take necessary precautions to prevent broken water pipes due to freezing; replace any lost or misplaced keys; pay any periodic, preventative, or additional extermination costs desired by Tenant; maintain and use reasonable diligence in maintaining the yard and landscape in or on the Premises, which shall include but not be limited to watering, mowing, fertilizing, trimming and controlling all lawn pests on all lawns, shrubbery, bushes, flowers, gardens, trees, rock or other landscaping and foliage on or encroaching on the Premises or any easement appurtenant to the Premises; and keep the walls free from dirt and debris.
16. Tenant shall make all repairs to the Premises and improvements thereon, which shall include but not be limited to the plumbing systems, cooking appliances, cooling system, heating system, sanitary systems, and other electric and gas fixtures which are required to keep the Premises in as good and commercially functional of a condition as existed upon entry, reasonable wear and tear excepted.
17. Tenant agrees that no signs will be placed on or about the Premises by Tenant or at Tenant direction without the prior written consent of Landlord.
18. **SECURITY DEVICES AND EXTERIOR DOOR LOCKS.** The Texas Property Code requires that the Premises be equipped with certain types of locks and security devices. Said Code will govern the rights and obligations of the parties regarding security devices. **All notices or requests by Tenant for re-keying, changing, installing, repairing, or replacing security devices must be made in writing to the Landlord. All additional security devices or additional re-keying or replacement of security devices desired by Tenant shall be paid**

by Tenant in advance and may only be installed by Landlord or Landlord's contractors after receiving a written request from Tenant.

19. **SMOKE DETECTORS.** The Texas Property Code requires that the Premises be equipped with smoke detectors in certain locations. Said Code will govern the rights and obligations of the parties regarding smoke detectors. **All requests for additional installation, inspection or repair of smoke detectors must be made in writing by Tenant to Landlord. Disconnecting or intentionally damaging a smoke detector or removing a battery without immediately replacing it with a working battery may subject Tenant to civil penalties and liability for damages and attorney fees under the Texas Property Code.**
20. **VEHICLES.** Tenant may not permit more than 4 vehicles, which shall include but not be limited to automobiles, non-commercial passenger trucks, recreational vehicles, trailers, motorcycles, and boats, on the Premises for more than twenty-four (24) consecutive hours unless authorized in writing by Landlord. Under no circumstances should Tenant Park or drive any vehicle on the Premises' yard and/or landscape. Tenants may not store any vehicles on or adjacent to the Premises or on the street in front of the Premises. Tenant shall under no circumstances permit any type of commercial vehicle to be stored or parked on or adjacent to the Premises or on the street in front of the Premises, other than vehicles present during periods of performing commercial services work at or on the Premises at the request of Tenant or Landlord (including removal of the improvements retained by Tenant). Tenant hereby acknowledges and agrees that Landlord may tow, at Tenant's sole expense, any improperly parked or inoperative vehicle on or adjacent to the Premises in accordance with all applicable state and local laws. For purposes of this provision, an inoperative vehicle shall mean and include a vehicle that is not in good working order and that does not have a current state inspection and registration sticker, as required by law.
21. **LANDLORD'S INSPECTION OF AND ACCESS TO PREMISES.** Landlord and Landlord's agents may inspect the Premises at reasonable times with advance notice to or permission from the Tenant, which shall not be unreasonably withheld.
22. **SUBORDINATION OF LEASE.** This Lease and Tenant's interest under it are and will be subordinate to any encumbrances now or hereafter placed on the Premises by Landlord, all advances made under any such encumbrances, the interest payable on any encumbrances, and all renewals or extensions of such encumbrances.
23. **LIABILITY.** UNLESS CAUSED BY LANDLORD'S NEGLIGENCE, TENANT ACKNOWLEDGES AND AGREES THAT LANDLORD IS NOT LIABLE OR RESPONSIBLE TO TENANT, TENANT'S FAMILY, GUESTS, OCCUPANTS, AND/OR INVITEES FOR ANY DAMAGES, INJURIES, OR LOSSES TO PERSON OR PROPERTY CAUSED BY FIRE, FLOOD, WATER LEAKS, ICE, SNOW, HAIL, WINDS, EXPLOSIONS, SMOKE, INTERRUPTION OF UTILITIES, THEFT, BURGLARY, ROBBERY, ASSAULT, VANDALISM, OTHER PERSONS, THE CONDITION OF THE PREMISES, ENVIRONMENTAL CONTAMINANTS, INCLUDING BUT NOT LIMITED TO CARBON MONOXIDE, ASBESTOS, RADON GAS AND LEAD BASED PAINT, OR OTHER OCCURRENCES OR CASUALTY LOSSES. TENANT HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS LANDLORD AND THE PREMISES FROM ALL COSTS, LOSSES, DAMAGES, LIABILITIES, EXPENSES, PENALTIES, AND FINES WHATSOEVER THAT MAY ARISE FROM OR BE CLAIMED AGAINST LANDLORD OR THE PREMISES BY ANY PERSON OR PERSONS FOR ANY INJURY TO PERSON OR PROPERTY OR DAMAGE OF WHATEVER KIND OR CHARACTER ARISING FROM THE

USE OR OCCUPANCY OF THE PREMISES BY TENANT; FROM ANY NEGLIGENCE OR FAULT OF TENANT OR THE FAMILY, AGENTS, GUESTS OR INVITEES OF TENANT IN USING AND OCCUPYING THE PREMISES; OR FROM ANY FAILURE BY TENANT OR TENANT'S FAMILY, AGENTS, GUESTS OR INVITEES TO COMPLY AND CONFORM WITH ALL LAWS, STATUTES, ORDINANCES, AND REGULATIONS OF ANY GOVERNMENTAL BODY OR SUBDIVISION NOW OR HEREAFTER IN FORCE. IF ANY LAWSUIT OR PROCEEDING SHALL BE BROUGHT AGAINST LANDLORD OR THE PREMISES ON ACCOUNT OF ANY ALLEGED VIOLATIONS OR FAILURE TO COMPLY AND CONFORM OR ON ACCOUNT OF ANY DAMAGE, OMISSION, NEGLIGENCE, OR USE OF THE PREMISES BY TENANT OR TENANT'S FAMILY, AGENTS, GUESTS OR INVITEES, OR ANY OTHER PERSON ON THE PREMISES, TENANT AGREES THAT TENANT OR ANY OTHER PERSON ON THE PREMISES WILL DEFEND IT, PAY WHATEVER JUDGMENTS MAY BE RECOVERED AGAINST LANDLORD OR AGAINST THE PREMISES ON ACCOUNT OF IT, AND PAY FOR ALL ATTORNEYS' FEES IN CONNECTION WITH IT, INCLUDING ATTORNEYS' FEES ON APPEAL.

24. **SURRENDER OF PREMISES.** On or before the Termination Date of this Lease or any termination date of an Extension Term or any date of termination allowed hereunder, for any improvements which are elected **NOT** to be retained and removed pursuant to the terms of the real estate contract and Deed between the parties for conveyance of the Premises, Tenant shall surrender ("Surrender" shall mean vacating the Premises and returning all keys and access devices to the Landlord) the Premises clean and free of all trash, debris and any personal property or belongings and in as good condition as they were at the commencement of this Lease, reasonable use and wear and damages by the elements excepted. If Tenant leaves any personal property or belongings in, on or about the Premises after Tenant surrenders possession of the Premises, all such personal property and/or belongings of Tenant will be forfeited to and become the property of the Landlord. In the event that Tenant forfeits such personal property or belongings pursuant to the terms of this Lease, Tenant hereby acknowledges and agrees that Landlord may dispose of such personal property or belongings of Tenant, without liability to Landlord, in any manner in which Landlord, in Landlord's sole discretion, deems fit or reasonable.
25. **ABANDONMENT.** If Tenant abandons the Premises, Tenant will be in default of this Lease. "Abandon" shall mean Tenant is absent from the Premises for Fourteen (14) consecutive days.
26. **HOLDOVER.** If Tenant fails to vacate the Premises on or before the Termination Date of this Lease or at the end of any Extension Term or on the effective date of any termination allowed hereunder, Tenant will pay rent for the holdover period and **INDEMNIFY** Landlord and/or Landlord's prospective tenants for damages, which shall include but not be limited to lost rents, lodging expenses, and attorney's fees, incurred by them due to Tenant's holdover. In the event of a holdover, Landlord, at Landlord's sole discretion and option, may extend this Lease up to one month by notifying Tenant in writing of its election to extend this Lease one additional month. Rent for any holdover period will be Two (2) times the monthly rent calculated on a daily basis and will be immediately due and payable daily without further notice or demand to Tenant.
27. **DEFAULT BY TENANT.** Tenant hereby acknowledges and agrees that if Tenant fails to comply with any provision of this Lease, such failure shall be deemed to be a material breach of this Lease. Furthermore, if Tenant fails to comply with any provision of this Lease, other than the covenant to pay rent, or with any present rules and regulations or any that may be

hereafter prescribed by Landlord, or if Tenant fails to comply with any duties imposed on Tenant by law, Landlord may immediately terminate the Lease and/or avail itself of any remedies that are available at law or in equity. If Landlord decides that Tenant should be allowed the opportunity to correct the noncompliance, Landlord may deliver a written notice specifying the noncompliance and allowing Seven (7) days within which it may be corrected. If compliance is not made, Landlord may then terminate the Lease and/or avail itself of any remedies that are available at law or in equity.

28. **DEFAULT BY LANDLORD.** In the event of default by Landlord of any covenant, warranty, term or obligation of this Lease, Landlord's failure to cure same or commence a good faith effort to cure same within Thirty (30) days after written notice thereof by Tenant shall be considered a default and shall entitle Tenant to terminate this Lease. Tenant hereby acknowledges that such right to terminate shall be the sole remedy available in the event Landlord breaches this Lease and fails to cure as set forth in this provision.

29. **LANDLORD'S LIEN AND ENFORCEMENT THROUGH SEIZURE.** TENANT GRANTS LANDLORD A LIEN FOR UNPAID RENT THAT IS DUE, COVERING ALL NONEXEMPT PROPERTY OF TENANT THAT IS IN THE RESIDENCE. LANDLORD SHALL HAVE THE RIGHT TO SEIZE TENANT'S NONEXEMPT PERSONAL PROPERTY TO SECURE THE PAYMENT OF SUMS DUE UNDER THIS LEASE, IN THE MANNER PROVIDED BY LAW, AND IF LANDLORD SEIZES ANY SUCH PROPERTY, LANDLORD SHALL GIVE NOTICE TO TENANT, AND TENANT MAY OBTAIN THE RETURN OF THE PROPERTY, ALL AS PROVIDED IN SECTION 54.044 OF THE TEXAS PROPERTY CODE. LANDLORD IS ENTITLED TO COLLECT A CHARGE FOR PACKING, REMOVING AND STORING PROPERTY SO SEIZED, AND IF THE PROPERTY IS SOLD, LANDLORD MAY ALSO COLLECT A CHARGE FOR THE COSTS OF SELLING THE PROPERTY.

30. Tenant designates the following as the person to contact pursuant to Texas Property Code, Section 92.014 (a), in the event of Tenant's death, concerning the Premises:

Name of Designee

Address of Designee

STEVEN W SCHMIDT
316 MITCHELL DR
HUTTO TX 78634

Telephone number of designees

(512) 627-3688

and in the event of Tenant's death, Landlord is further authorized to:

- a. grants Tenant's designee access to the Premises at a reasonable time and in the presence of Landlord or Landlord's agent.
- b. allows Tenant's designee to remove any of Tenant's property found at the Premises; and
- c. refund Tenant's security deposit, less lawful deductions, to the designee.

31. **REPRESENTATIONS.** Tenant's statements and representations in this Lease are material representations relied upon by Landlord. If Tenant makes any misrepresentation in this Lease, Tenant shall be in default and breach of this Lease. Each party hereto states that he or she is of legal age to enter into this Lease. This provision shall survive termination of the Lease.
32. **TENANTS' JOINT AND SEVERAL LIABILITY.** All Tenants are jointly and severally liable for all provisions of this Lease. Any act or notice to, or refund to, or signature of, any one or more of the Tenants regarding any term of this Lease or any extension of this Lease, or its termination shall be binding on all Tenants executing this Lease.
33. **RECOVERY OF COSTS.** In any action taken to enforce or interpret this Lease, the prevailing party will be entitled to recover all costs and expenses, including court costs and reasonable attorneys' fees.
34. **ELECTION BY LANDLORD NOT EXCLUSIVE.** The exercise by Landlord of any right or remedy to collect rent or enforce its rights under this Lease will not be a waiver or preclude the exercise of any other right or remedy afforded Landlord by this Lease agreement or by statute or law. The failure of Landlord in one or more instances to insist on strict performance or observations of one or more of the covenants or conditions of this Lease or to exercise any remedy, privilege, or option conferred by this Lease on or reserved to Landlord shall not operate or be construed as a relinquishment or future waiver of the covenant or condition or the right to enforce it or to exercise that remedy, privilege, or option; that right shall continue in full force and effect. The receipt by Landlord of rent or any other payment or part of payment required to be made by the Tenant shall not act to waive any other additional rent or payment then due. Even with the knowledge of the breach of any covenant or condition of this Lease, receipt will not operate as or be deemed to be a waiver of this breach, and no waiver by Landlord of any of the provisions of this Lease, or any of Landlord's rights, remedies, privileges, or options under this Lease, will be deemed to have been made unless made by Landlord in writing.
35. **VENUE AND GOVERNING LAW.** Each party to this Lease hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Lease shall lie exclusively in Williamson County, Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this Lease is governed by the laws of the United States, this Lease shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.
36. **RELATIONSHIP OF THE PARTIES.** In the performance of this Lease, each party shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. Neither party shall be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Tenant shall not be provided any form of compensation or any benefits that are provided to employees of Landlord, including, but not limited to health insurance, workers compensation insurance or any other remuneration that is provided to employees of Landlord.

37. SEVERABILITY AND INTERPRETATION CONSISTENT WITH LAW. This Lease is intended to comply with all applicable Texas statutes relative to rental agreements. If any provision of this lease is deemed by a court of competent jurisdiction to violate a Texas statute, the violation is inadvertent. If a provision is found to be violative, the provision shall be considered void and severed from the lease and the balance of the Lease shall remain in full force and effect. Nothing contained in this Lease shall be construed as exculpating the Landlord from liability for the Landlord's failure to perform or Landlord's negligent performance of a duty imposed by law. Also, nothing contained in this Lease shall be construed as releasing either party from its duty to mitigate or minimize the damages to the other party.

38. LANDLORD'S LEASE ADMINISTRATOR AND PROPERTY MANAGER. Dale Butler, Director of Facilities for Williamson County (or his successor, as designated by Landlord), shall serve as the Landlord's lease administrator and property manager. The said lease administrator and property manager shall also serve as liaison between the Williamson County Commissioners' Court and the Tenant.

Landlord's lease administrator and property manager contact information is as follows:

Dale Butler (or successor)
Williamson County Facilities Director
3101 S. E. Inner Loop
Georgetown, Texas 78626
Phone: (512) 943-1609
Fax: (512) 930-3313
Email: facilities@wilco.org

For all requests for services or repairs which Landlord is obligated to provided and perform under this Lease, Tenant shall contact:

Williamson County Facilities
3101 S. E. Inner Loop
Georgetown, Texas 78626
Daytime Phone: (512) 943-1599
After Hours Phone: (512) 943-1389 or
(512) 943-1390
Fax: (512) 930-3313
Email: facilities@wilco.org

NOTICES. Any notice required or permitted under this Lease must be in writing. Any notice required by this Lease will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown below. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

Landlord's Address: Dale Butler (or successor)
Williamson County Facilities Director

3101 S. E. Inner Loop
Georgetown, Texas 78626
Phone: (512) 943-1636
Fax: (512) 930-3313
Email: facilities@wilco.org

Tenant's Address: 12999 Chandler Road
Taylor, Texas 76574

39. **REPORTS OF ACCIDENTS.** Within Twenty Four (24) hours after Tenant becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any person in, on or around the Premises, whether or not it results from or involves any action or failure to act by the Tenant, the Tenant shall send a written report of such accident or other event to the Landlord, setting forth a full and concise statement of the facts pertaining thereto. The Tenant shall also immediately send the Landlord a copy of any summons, subpoena, notice, or other documents served upon the Tenant or received by it in connection with any matter before any court arising in relation to any injury to the person or property of any person in, on or around the Premises.
40. **TIME OF ESSENCE.** Time is expressly declared to be of the essence in this Lease.
41. **BINDING OF HEIRS AND ASSIGNS.** All provisions of this Lease shall extend to and bind not only the parties to this Lease, but to each and every one of the heirs, executors, representatives, successors and assigns of Landlord and Tenant.
42. **NO THIRD-PARTY BENEFICIARIES.** This Lease is for the sole and exclusive benefit of the Tenant and Landlord, and nothing in this Lease, express or implied, is intended to confer or shall be construed as conferring upon any other person or entity any rights, remedies or any other type or types of benefits.
43. **NO WAIVER OF IMMUNITIES.** Nothing in this Lease shall be deemed to waive, modify or amend any legal defense available at law or in equity to Landlord, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Landlord does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.
44. **FORCE MAJEURE.** If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance of this Lease. The burden of proof for the need for such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.
45. **EXECUTION IN COUNTERPARTS.** This Lease may be executed in counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which together shall constitute one and the same document.

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

[signature pages follow]

LANDLORD:

WILLIAMSON COUNTY, TEXAS

By: _____

Bill Gravell, Jr.,
Williamson County Judge

Date: _____

TENANT:

THE NORIETTA J. SCHMIDT REVOCABLE LIVING TRUST

By: Norietta J. Schmidt

Name: Norietta J. Schmidt

Its: Trustee