

REAL ESTATE CONTRACT
Corridor I Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by **WELDON R. SHUFFIELD** (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:

All of that certain 9.391 Ac out of the Greenup Christian Survey, ABS. No. 142, Williamson County, Texas, more particularly described by metes & 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 situated on and attached to the Property shown in Exhibit "A" not otherwise agreed herein to be retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II
PURCHASE PRICE AND ADDITIONAL COMPENSATION

Purchase Price

2.01. The Purchase Price for the fee simple portion of the Property described in Exhibit "A", shall be the sum of ONE MILLION TWO HUNDRED EIGHTY-EIGHT THOUSAND FIVE HUNDRED SEVENTY-SEVEN and 00/100 Dollars (\$1,288,577.00).

2.01.1. The Purchase Price for any improvements on the Property, and any damage or cost to cure the remaining property of Seller described in Exhibit "A" shall be the sum of TWO HUNDRED FOURTEEN THOUSAND and 00/100 Dollars (\$214,000.00).

Payment of Purchase Price

2.02. The Purchase shall be payable in cash or other good funds at Closing.

Special Provisions and Additional Compensation

2.03. **Property Leaseback.** As additional consideration for the purchase of the Property, at Closing the parties shall enter into a written (1) Residential Lease agreement and (2) Grazing Lease agreement (the "Leaseback Agreements") wherein Purchaser, as Lessor, shall lease back the Property to Seller, as Lessee, according to the terms in the forms shown in Exhibit "C" attached hereto and incorporated herein.

2.04. **Roadway Construction & Maintenance.** The parties agree that Seller, its successors and/or assigns, shall have no obligation construct any portion of the proposed Corridor I roadway facility upon the Property unless otherwise specifically required by any applicable subdivision development regulations of Williamson County or other regulatory jurisdiction exercising legal authority over the remaining property of Seller (the "*Seller's Other Property*") at the time an application for development is submitted. Seller shall be responsible for construction of any approved driveways/roadways to the proposed Corridor I facility once it is constructed. Seller shall have no obligation for maintenance of the future Corridor I roadway facility, or any portion thereof which connects to Seller's Other Property which are formally accepted by Williamson County or other applicable regulatory jurisdiction.

2.05. **Utilities within the Right of Way Property.** The parties agree that any public utilities as defined by Texas law shall be permitted to locate within the Property according to any applicable Federal, State, and local statutes or Williamson County Right of Way utility permitting requirements in place at the time of application. Private utility providers shall be allowed to cross the Property at an angle not less than forty-five degrees by approved permit but shall not be allowed to run parallel to the proposed roadway facilities along the length of the right of way Property.

2.06. **Public Purpose and Transfer.** The parties agree that the Property shall be used solely for public purposes as defined by Federal and/or State law, and that Purchaser shall only be permitted to transfer or assign the Property or any portion thereof to another entity which possess the right of eminent domain or legal power of condemnation.

2.07. **Intentionally Blank.**

The provisions and agreement terms contained in Sections 2.03-2.06 shall survive the Closing of this transaction and are not merged herein.

**ARTICLE III
PURCHASER'S OBLIGATIONS**

Conditions to Purchaser's Obligations

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

Miscellaneous Conditions

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

**ARTICLE IV
REPRESENTATIONS AND WARRANTIES
OF SELLER**

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

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

**ARTICLE V
CLOSING
Closing Date**

PS
December 19, 2025
January

5.01. The Closing shall be held at the office of Longhorn Title Company on or before ~~January 15, 2026~~, 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 to Williamson County, Texas in fee simple to all of the Property described in Exhibit "A" and the subsequent completed survey as set out herein, free and clear of any and all monetary liens and restrictions, except for the following:

- (a) General real estate taxes for the year of closing and subsequent years not yet due and payable.
- (b) Any exceptions approved by Purchaser pursuant to Article III hereof; and
- (c) Any exceptions approved by Purchaser in writing.

(2) The Deed shall be in the form as set out in Exhibit "B" attached hereto.

(3) Deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in 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, subject to the terms of the Leaseback Agreement.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

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

Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be

upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation but shall otherwise be the continuing obligation of Seller to fully satisfy. Agricultural roll-back taxes, if any, which directly result from the completion of this transaction and conveyance shall be paid by Purchaser.

Closing Costs

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

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

ARTICLE VI BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default and as otherwise stated herein, 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.

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 FM 3405 (Corridor I) right of way on the current Williamson County Long Range Transportation Plan and the current Williamson County Transportation Plan.

[signature pages follow]

SELLER:

By: Patrice Sheffield, POA

Name: WELDON R. SHUFFIELD

Date: 11/16/25

Address: P.O. Box 172

Liberty Hill, Tx.
78642

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Steven Snell
County Judge

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

Date: _____

Exhibit "A"

County: Williamson
Project: Corridor I1
Tax ID: R103443 & R329637
Parcel: Shuffield 9.391 acre R.O.W. Parcel

METES AND BOUNDS DESCRIPTION

FOR A 9.391 ACRE TRACT OF LAND SITUATED IN THE GREENUP CHRISTIAN SURVEY, ABSTRACT NO. 142, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF THE CALLED 35.012 ACRE TRACT OF LAND CONVEYED TO WELDON R. SHUFFIELD, RECORDED IN VOLUME 1365, PAGE 287 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 35.012 ACRE TRACT OF LAND DESCRIBED IN A TRANSFER ON DEATH DEED TO PATRICIA ANN SHUFFIELD, RECORDED IN DOCUMENT NO. 2018078656 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS AND A PORTION OF THE CALLED 0.86 ACRE TRACT OF LAND CONVEYED TO WELDON R. SHUFFIELD, RECORDED IN VOLUME 2028, PAGE 310 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.86 ACRE TRACT OF LAND DESCRIBED IN A TRANSFER ON DEATH DEED TO PATRICIA ANN SHUFFIELD, RECORDED IN DOCUMENT NO. 2018078654 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 9.391 ACRE TRACT OF LAND BEING SURVEYED ON THE GROUND BY DIAMOND SURVEYING DURING THE MONTH OF JULY 2025, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a nail found on top of a 4" cedar post (Grid Coordinates: N=10229057.33, E=3072379.68) monumenting the southeast corner of the called 1.548 acre tract of land conveyed to Whitetail Construction, Inc., recorded in Document No. 2024039367 of the Official Public Records of Williamson County, Texas and an interior ell corner of said 35.012 acre Shuffield tract;

THENCE, with the east boundary line of said 1.548 acre Whitetail Construction, Inc. tract and a westerly boundary line of said 35.012 acre Shuffield tract, the following two (2) courses and distances:

1. N 08°16'20" W for a distance of 148.87 feet to a 5/8" iron rod found;
2. N 08°08'38" W for a distance of 137.37 feet to a calculated point (Grid Coordinates: N=10229340.60, E=3072338.81) for the southwest corner and **POINT OF BEGINNING** hereof and being 177.00 feet right of Corridor I1 Engineer's Baseline Station 1140+47.48;

THENCE, N 08°08'38" W with said east boundary line of the 1.548 acre Whitetail Construction, Inc., tract and said westerly boundary line of said 35.012 acre Shuffield tract, for a distance of **28.37 feet** to a 1/2" iron rod found monumenting the northeast corner of said 1.548 acre Whitetail Construction, Inc., tract and the northwest corner of said 35.012 acre Shuffield tract, same being on the south right-of-way line of FM 3405 (100' right-of-way width), for an angle point hereof and being 150.63 feet right of Corridor

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Parcel: Shuffield 9.391 acre R.O.W. Parcel

I1 Engineer's Baseline Station 1140+37.00, from which a 1/2" iron rod found monumenting the northwest corner of said 1.548 acre Whitetail Construction, Inc., tract and the northeast corner of the called 18.83 acre tract of land described in a Distribution Deed to Estate Beneficiary, to Leonard Gene Strickland, Jr. and Bryan Wayne Strickland, recorded in Document No. 2019023284 of the Official Public Records of Williamson County, Texas, same being on said south right-of-way line of FM 3405, bears S 70°01'01" W for a distance of 250.57 feet;

THENCE, with the north boundary line of said 35.012 acre Shuffield tract and said south right-of-way line of FM 3405, the following two (2) courses and distances:

1. **N 70°11'39" E** for a distance of **432.56 feet** to a calculated point and being 87.14 feet left of Corridor I1 Engineer's Baseline Station 1143+98.34;
2. **N 69°00'22" E** for a distance of **158.52 feet** to a calculated point for the northwest corner hereof and being 177.00 feet left of Corridor I1 Engineer's Baseline Station 1145+28.93, from which a 1" iron rod found monumenting the beginning of a curve to the right on said north boundary line of the 35.012 acre Shuffield tract and said south right-of-way line of FM 3405, bears N 69°00'22" E for a distance of 416.60 feet;

THENCE, through the interior of said 35.012 acre Shuffield tract, the following four (4) courses and distances:

1. **S 76°27'37" E** for a distance of **183.59 feet** to a calculated point on the beginning of a curve to the right and being 177.00 feet left of Corridor I1 Engineer's Baseline PC Station 1147+12.52;
2. With said curve to the right an arc length of **367.60 feet**, said curve having a radius of **14427.00 feet**, a delta angle of **1°27'36"** and a chord which bears **S 75°43'49" E** for a distance of **367.59 feet** to a calculated point on the end of this curve and being 177.00 feet left of Corridor I1 Engineer's Baseline Station 1150+75.62;
3. **S 67°59'27" E** for a distance of **101.20 feet** to a calculated point on the beginning of a non-tangent curve to the right and being 165.00 feet left of Corridor I1 Engineer's Baseline Station 1151+74.91;
4. With said curve to the right an arc length of **97.47 feet** said curve having a radius of **14415.00 feet**, a delta angle of **0°23'15"** and a chord which bears **S 74°24'27" E** for a distance of **97.47 feet** to a calculated point on the east boundary line of said 35.012 acre Shuffield tract and the west boundary line of the

County: Williamson
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remnant portion of the called 36.506 acre tract of land (Tract One), conveyed to Vernon Dale Shuffield and Barbara Hancock Shuffield, Trustees of the Shuffield Family Trust, recorded in Document No. 2008036654 of the Official Public Records of Williamson County, Texas, for the northeast corner hereof and being 165.00 feet left of Corridor I1 Engineer's Baseline Station 1152+71.27, from which a 1/2" iron rod found monumenting the southwest corner of the called 2.36 acre tract of land conveyed to Charles R Chapman and Natasha L Chapman, recorded in Document No. 2017086931 of the Official Public Records of Williamson County, Texas and an exterior ell corner of said remnant portion of the 36.506 acre Shuffield tract, same being on said east boundary line of the 35.012 acre Shuffield tract, bears N 02°35'41" E for a distance of 118.37 feet;

THENCE, **S 02°35'41" W** with said east boundary line of the 35.012 acre Shuffield tract and said west boundary line of the remnant portion of the 36.506 acre Shuffield tract for a distance of **221.92 feet** to a 1/2" iron rod found on the north corner of said 0.86 acre Shuffield tract and being 50.97 feet right of Corridor I1 Engineer's Baseline Station 1153+22.10;

THENCE, **S 03°23'37" E** with the east boundary line of said 0.86 acre Shuffield tract and said west boundary line of the remnant portion of the 36.506 acre Shuffield tract, for a distance of **323.63 feet** to a calculated point for the southeast corner hereof and being 355.84 feet right of Corridor I1 Engineer's Baseline Station 1154+32.26, from which a 1/2" iron rod found monumenting the southeast corner of said 0.86 acre Shuffield tract, the southwest corner of said remnant portion of the 36.506 acre Shuffield tract, the northeast corner of the called 17.647 acre tract of land described in a Deed of Gift to Weldon R. Shuffield, recorded in Volume 2028, Pag 306 of the Official Records of Williamson County, Texas and the northwest corner of the called 19.368 acre tract of land (Tract 2) conveyed to Vernon Dale Shuffield and Barbara Hancock Shuffield, Trustees of the Shuffield Family Trust, recorded in said Document No. 2008036654, bears S 03°23'37" E for a distance of 528.24 feet;

THENCE, though the interior of said 0.86 acre Shuffield tract and said 35.012 acre Shuffield tract, the following six (6) courses and distances:

1. **N 75°34'24" W** for a distance of **312.37 feet** to a calculated point and being 363.27 feet right of Corridor I1 Engineer's Baseline Station 1151+11.89;
2. **N 14°54'15" E** for a distance of **198.27 feet** to a calculated point and being 165.00 feet right of Corridor I1 Engineer's Baseline Station 1151+11.04;
3. With a curve to the left an arc length of **393.91 feet**, said curve having a radius of **14085.00 feet**, a delta angle of **1°36'08"** and a chord which bears **N 75°39'33" W**

County: Williamson
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for a distance of **393.89 feet** to a calculated point on the end of this curve and being 165.00 feet right of Corridor I1 Engineer's Baseline PC Station 1147+12.52;


4. **N 76°27'37" W** for a distance of **435.30 feet** to a calculated point and being 165.00 feet right of Corridor I1 Engineer's Baseline Station 1142+77.22;
5. **N 79°53'38" W** for a distance of **200.36 feet** to a calculated point and being 177.00 feet right of Corridor I1 Engineer's Baseline Station 1140+77.22;
6. **N 76°27'37" W** for a distance of **29.74 feet** to the **POINT OF BEGINNING** hereof and containing 9.391 acre 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.

Date: July 30, 2025

PRELIMINARY FOR REVIEW – NOT TO BE RECORDED

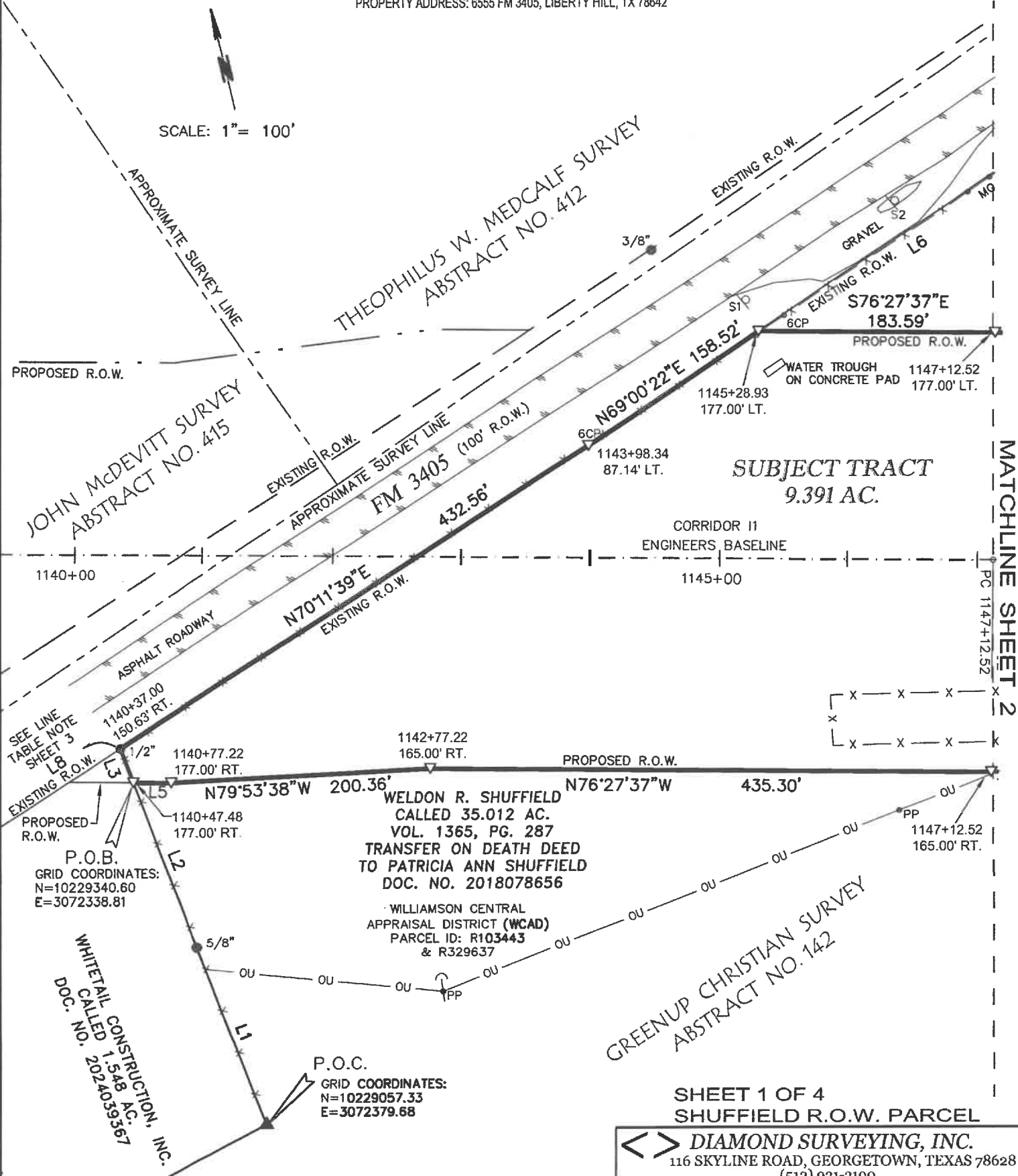
A drawing has been prepared to accompany this metes and bounds description.

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

Z:\WCRB_2024 WCRB WA-4 ON-CALL ROW TRACTS HNTB 2024-101\2024-101L - CORRIDOR I1 - FM 3405 SHUFFIELD ROW PARCEL 2024-101L\SHUFFIELD ROW PARCEL PRELIMINARY M&B 20250730.doc

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 9.391 ACRE TRACT OF LAND SITUATED IN THE GREENUP CHRISTIAN SURVEY, ABSTRACT NO. 142, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF THE CALLED 35.012 ACRE TRACT OF LAND CONVEYED TO WELDON R. SHUFFIELD, RECORDED IN VOLUME 1365, PAGE 287 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 35.012 ACRE TRACT OF LAND DESCRIBED IN A TRANSFER ON DEATH DEED TO PATRICIA ANN SHUFFIELD, RECORDED IN DOCUMENT NO. 2018078656 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND A PORTION OF THE CALLED 0.86 ACRE TRACT OF LAND CONVEYED TO WELDON R. SHUFFIELD, RECORDED IN VOLUME 2028, PAGE 310 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DESCRIBED IN A TRANSFER ON DEATH DEED TO PATRICIA ANN SHUFFIELD, RECORDED IN DOCUMENT NO. 2018078654 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
 PROPERTY ADDRESS: 6555 FM 3405, LIBERTY HILL, TX 78642

SCALE: 1" = 100'



PRELIMINARY - NOT TO BE RECORDED

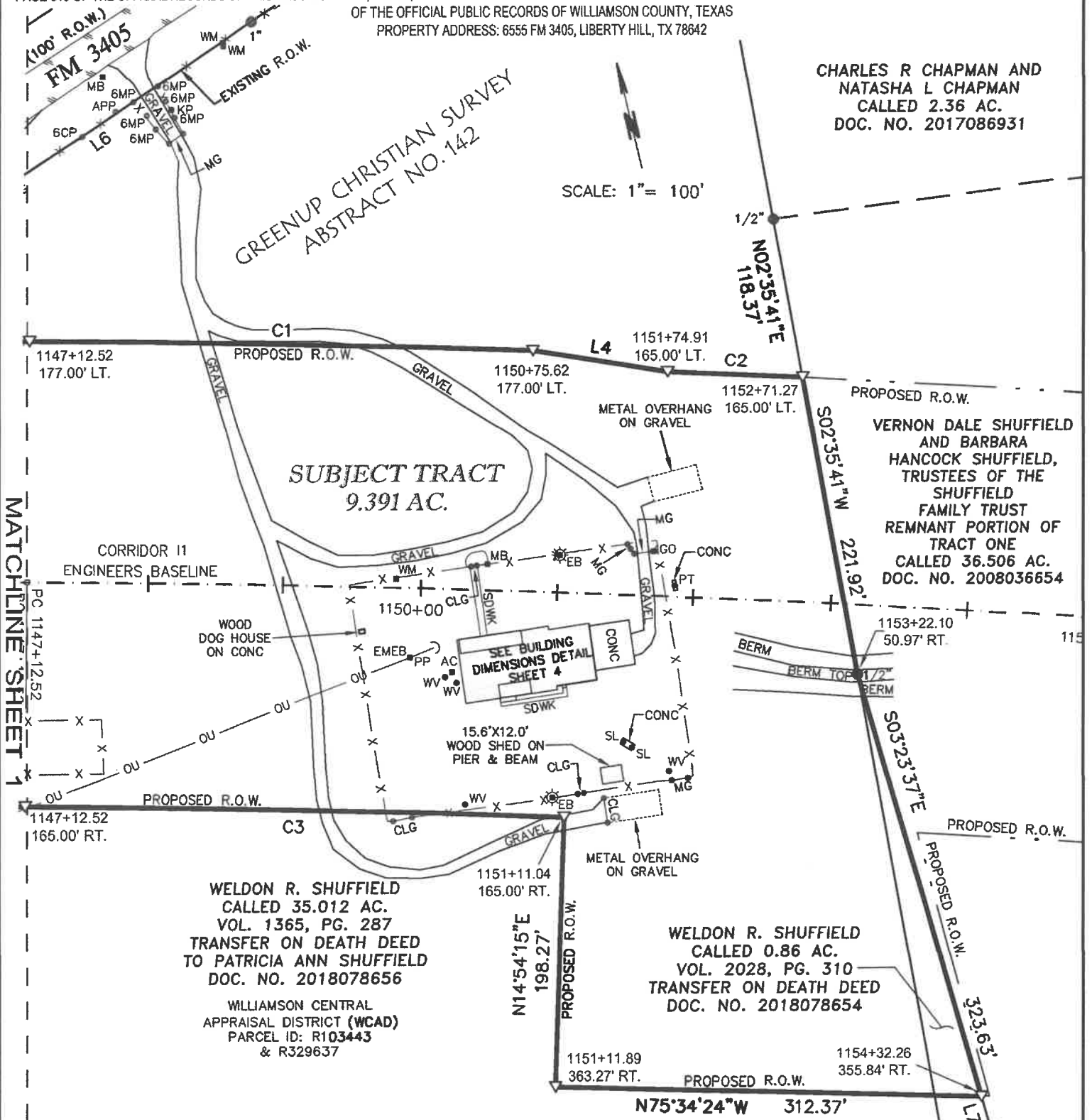
SHEET 1 OF 4
 SHUFFIELD R.O.W. PARCEL
DIAMOND SURVEYING, INC.
 116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
 (512) 931-3100
 T.B.P.E.L.S. FIRM NO. 10006900

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 9.391 ACRE TRACT OF LAND SITUATED IN THE GREENUP CHRISTIAN SURVEY, ABSTRACT NO. 142, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF THE CALLED 35.012 ACRE TRACT OF LAND CONVEYED TO WELDON R. SHUFFIELD, RECORDED IN VOLUME 1365, PAGE 287 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 35.012 ACRE TRACT OF LAND DESCRIBED IN A TRANSFER ON DEATH DEED TO PATRICIA ANN SHUFFIELD, RECORDED IN DOCUMENT NO. 2018078656 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND A PORTION OF THE CALLED 0.86 ACRE TRACT OF LAND CONVEYED TO WELDON R. SHUFFIELD, RECORDED IN VOLUME 2028, PAGE 310 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DESCRIBED IN A TRANSFER ON DEATH DEED TO PATRICIA ANN SHUFFIELD, RECORDED IN DOCUMENT NO. 2018078654 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
 PROPERTY ADDRESS: 6555 FM 3405, LIBERTY HILL, TX 78642

CHARLES R CHAPMAN AND
 NATASHA L CHAPMAN
 CALLED 2.36 AC.
 DOC. NO. 2017086931

GREENUP CHRISTIAN SURVEY
 ABSTRACT NO. 142

SCALE: 1" = 100'



WELDON R. SHUFFIELD
 CALLED 35.012 AC.
 VOL. 1365, PG. 287
 TRANSFER ON DEATH DEED
 TO PATRICIA ANN SHUFFIELD
 DOC. NO. 2018078656

WILLIAMSON CENTRAL
 APPRAISAL DISTRICT (WCAD)
 PARCEL ID: R103443
 & R329637

WELDON R. SHUFFIELD
 CALLED 0.86 AC.
 VOL. 2028, PG. 310
 TRANSFER ON DEATH DEED
 DOC. NO. 2018078654

SHEET 2 OF 4
 SHUFFIELD R.O.W. PARCEL

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

PRELIMINARY - NOT TO BE RECORDED

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 9.391 ACRE TRACT OF LAND SITUATED IN THE GREENUP CHRISTIAN SURVEY, ABSTRACT NO. 142, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF THE CALLED 35.012 ACRE TRACT OF LAND CONVEYED TO WELDON R. SHUFFIELD, RECORDED IN VOLUME 1365, PAGE 287 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 35.012 ACRE TRACT OF LAND DESCRIBED IN A TRANSFER ON DEATH DEED TO PATRICIA ANN SHUFFIELD, RECORDED IN DOCUMENT NO. 2018078656 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND A PORTION OF THE CALLED 0.86 ACRE TRACT OF LAND CONVEYED TO WELDON R. SHUFFIELD, RECORDED IN VOLUME 2028, PAGE 310 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DESCRIBED IN A TRANSFER ON DEATH DEED TO PATRICIA ANN SHUFFIELD, RECORDED IN DOCUMENT NO. 2018078654 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
 PROPERTY ADDRESS: 6555 FM 3405, LIBERTY HILL, TX 78642

CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	14427.00'	367.60'	1°27'35"	S75°43'49"E	367.59'
C2	14415.00'	97.47'	0°23'15"	S74°24'27"E	97.47'
C3	14085.00'	393.91'	1°36'08"	N75°39'33"W	393.89'

NOTE: LINE TABLE 'LB' FROM SHEET 1 IS A DIRECT TIE TO A 1/2' IRON ROD FOUND MONUMENTING THE NORTH-WEST CORNER OF THE CALLED 1.548 ACRE TRACT OF LAND CONVEYED TO THE 'WHITETAIL CONSTRUCTION, INC., RECORDED IN DOCUMENT NO. 2024039367 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS AND THE NORTHEAST CORNER OF THE CALLED 18.83 ACRE TRACT OF LAND DESCRIBED IN A DISTRIBUTION DEED TO ESTATE BENEFICIARY TO LEONARD GENE STRICKLAND, JR, AND BRYAN 'WAYNE STRICKLAND, RECORDED IN DOCUMENT NO. 2019023284 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAME BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF FM 3405,

LEGEND

- IRON ROD FOUND
- .A. NAIL FOUND ON TOP OF 4" CEDAR POST
- ∨ CALCULATED POINT
- +PP POWER POLE
- +APP ABANDONED POWER POLE
- C- DOWN GUY
- KP ELECTRIC KEY PAD
- EMEB ELECTRIC METER AND ELECTRIC BOX
- .M ELECTRIC BOX
- LIGHT POLE
- AC AIR CONDITIONER ON CONCRETE PAD
- GO ELECTRIC GATE OPENER
- WV WATER VALVE
- WM WATER METER
- SL SEPTIC LID
- U-51 SIGN
- +PT PROPANE TANK
- +MB MAIL BOX
- .6_{CP} 6" CEDAR POST
- .5_{MP} 6" METAL POST

- □ - □ □ □ - EDGE OF PAVEMENT
- x -x -x - WIRE FENCE
- ou - ou - OVERHEAD UTILITY LINE
- - - - - APPROXIMATE SURVEY LINE
- - - - - PROPOSED RIGHT-OF-WAY
- ENGINEER'S BASELINE
- CONC CONCRETE
- MG METAL GATE
- CLG CHAIN LINK GATE
- SDWK SIDEWALK
- R.O.W. RIGHT-OF-WAY
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING

LINE	BEARING	DISTANCE
L1	N08°16'20"W	148.87'
L2	N08°08'38"W	137.37'
L3	N08°08'38"W	28.37'
L4	S61°59'27"E	101.20'
L5	N76°27'37"W	29.74'
L6	N69°00'22"E	416.60'
L7	S03°23'37"E	528.24'
L8	S70°01'01"W	250.57'

DEED INFORMATION - SEE SHEET 2

DEED OF GIFT
 WELDON R. SHUFFIELD
 CALLED 17.647 AC.
 VOL 2028, PG. 306

Q
 □ VERNON DALE SHUFFIELD AND
 BARBARA HANCOCK SHUFFIELD,
 TRUSTEES OF THE
 SHUFFIELD FAMILY TRUST
 CALLED 19.368 ACRES "TRACT 2"
 DOCUMENT NO. 2008036654

SIGN LEGEND
 S1 = ROAD CURVE RIGHT - 50 MPH
 S2 = COUNTY ROAD 255

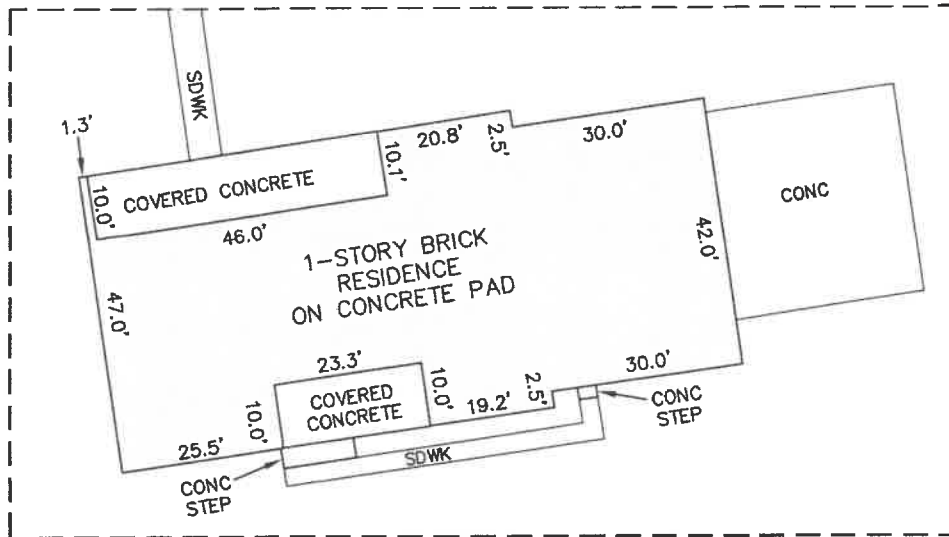
SHEET 3 OF 4
 SHUFFIELD R.O.W. PARCEL



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

PRELIMINARY - NOT TO BE RECORDED

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 9.391 ACRE TRACT OF LAND SITUATED IN THE GREENUP CHRISTIAN SURVEY, ABSTRACT NO. 142, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF THE CALLED 35.012 ACRE TRACT OF LAND CONVEYED TO WELDON R. SHUFFIELD, RECORDED IN VOLUME 1365, PAGE 287 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 35.012 ACRE TRACT OF LAND DESCRIBED IN A TRANSFER ON DEATH DEED TO PATRICIA ANN SHUFFIELD, RECORDED IN DOCUMENT NO. 2018078656 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND A PORTION OF THE CALLED 0.86 ACRE TRACT OF LAND CONVEYED TO WELDON R. SHUFFIELD, RECORDED IN VOLUME 2028, PAGE 310 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DESCRIBED IN A TRANSFER ON DEATH DEED TO PATRICIA ANN SHUFFIELD, RECORDED IN DOCUMENT NO. 2018078654 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
 PROPERTY ADDRESS: 6555 FM 3405, LIBERTY HILL, TX 78642



BUILDING DIMENSION DETAIL SEE SHEET 2
 (1" = 30')

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.
- 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' (UNSHADED) AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, ACCORDING TO THE FLOOD INSURANCE RATE MAP NO. 48491C0275E, FOR WILLIAMSON COUNTY, TEXAS, WITH AN EFFECTIVE DATE OF SEPTEMBER 26, 2008.
- 4) THIS SURVEY WAS MADE WITHOUT THE BENEFIT OF A TITLE COMMITMENT OR POLICY. THERE MAY BE EASEMENTS AND/OR RESTRICTIONS NOT SHOWN HEREON WHICH MAY AFFECT THE SUBJECT TRACT.
- 5) THE PROPOSED RIGHT-OF-WAY LINES AND ENGINEER'S BASELINE SHOWN HEREON ARE PER FILE 'RED_I1_ULI_RD_ROW.DGN', RECEIVED FROM HNTB ON JUNE 23, 2025.

To: *Williamson County, 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 July 22, 2025. 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 1B, CONDITION III STANDARD LAND 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.

PRELIMINARY - NOT TO BE RECORDED

JULY 30, 2025

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

DATE

SHEET 4 OF 4
 SHUFFIELD R.O.W. PARCEL

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 I

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 **WELDON R. SHUFFIELD**, 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 9.391 Ac out of the Greenup Christian Survey, ABS. No. 142, Williamson County, Texas, more particularly described by metes & 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 Grantee's 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.

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 I 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 _____, 2025.

[signature page follows]

GRANTOR:

By: _____

Name: Weldon R. Shuffield

ACKNOWLEDGMENT

STATE OF TEXAS

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on this the _____ day of _____, 2025 by Weldon R. Shuffield 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-1"

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 **WELDON R. SHUFFIELD**, (hereafter collectively called "Tenant"); Landlord hereby leases to Tenant, and the Tenant hires and takes from the Landlord, the surface of that certain 0.50 acre of land identified as R329637 of the Williamson Central Appraisal district, and improvements consisting of a +/- 2,736 single family residence and porch, garage and carport appurtenances, as depicted in Exhibit "A", with address of 6555 FM 3405, Liberty Hill, Texas 78642 (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 SIX (6) months commencing on January 1, 2025 ("Commencement Date") and ending on June 30, 2026, 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) plus FOUR HUNDRED FORTY-FOUR and no/100 Dollars (\$444.00) per month**, which is one-twelfth the amount of the estimated annual ad valorem taxes assessed against improvements of the Premises in the preceding calendar year*, ("Initial Base Rent"), on the first (1st) day of each calendar month in advance, beginning on the first (1st) day of January, 2026 at: Williamson County Auditor's Office, Attn: Finance Director, 710 Main Street, Suite 301, Georgetown, Texas 78626 or such other place as Landlord may designate in writing, and which initial monthly payment shall be collected at closing of the sale of the Premises to Landlord.
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 _____

Telephone number of designees () _____ - _____

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: 6555 FM 3405
Liberty Hill, Texas 78642

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: _____
Steve Snell
Williamson County Judge

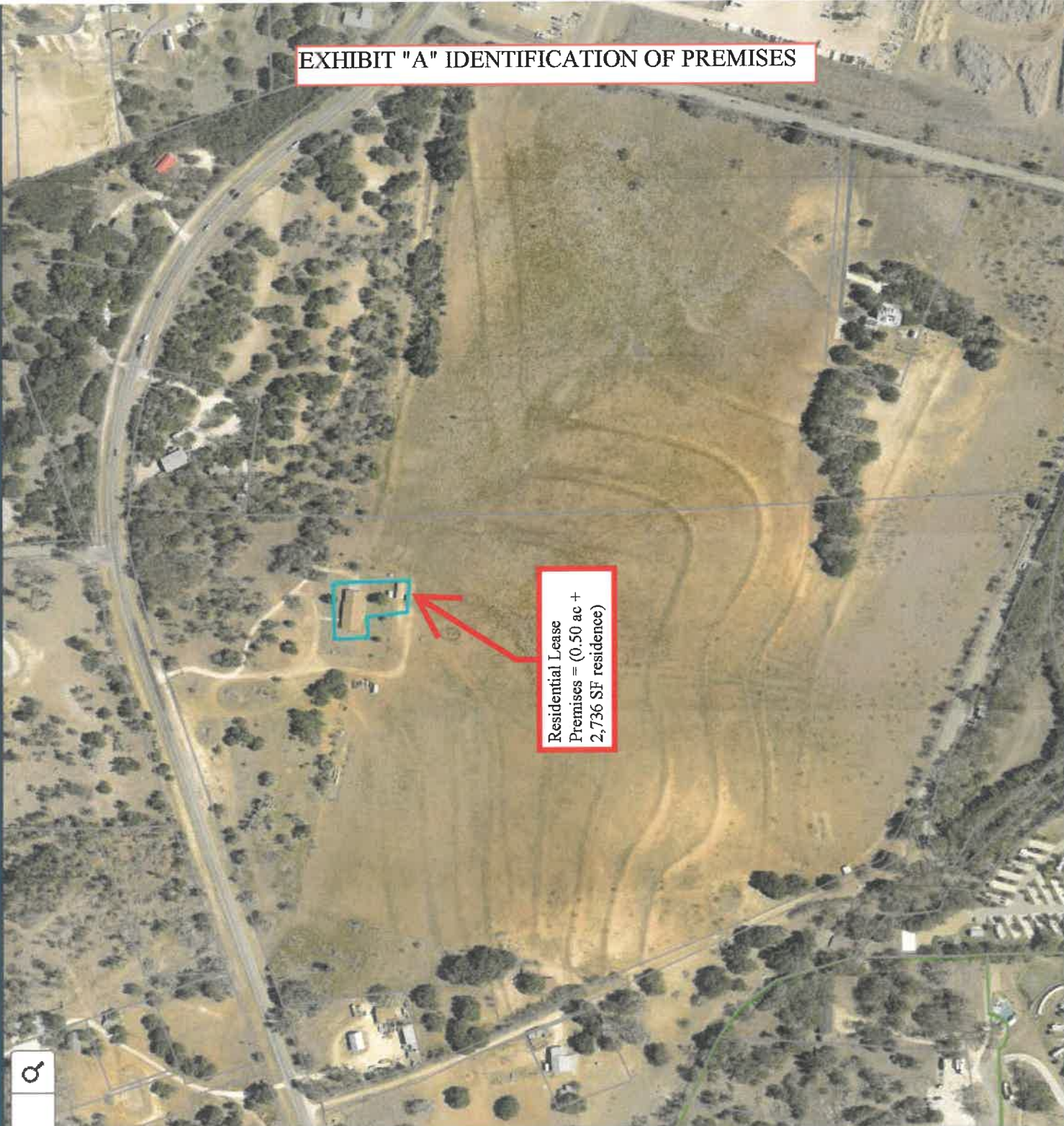
Date: _____

TENANT:

Patricia Shuffield, POA
Weldon R. Shuffield

Date: 10/16/25
ps

EXHIBIT "A" IDENTIFICATION OF PREMISES



Residential Lease
Premises = (0.50 ac +
2,736 SF residence)



Parcels: R329637	
Parcel Identification Number	R329637
Owner	SHUFFIELD, WELDON R (TOD)
Site Address	6555 FM 3405, LIBERTY HILL, TX 78642
Deed Acres	53.519
Abstract	AW0142 - Christian, G. Sur.
Entires Book	CAD, F01, GWM, RFM, SLH
Page	
Instrument Number	2018078654
Map Name	1-0945
WCAD Search	More info

Zoom In

500ft

-97.868 30.708 Degrees

FARM AND GRAZING LEASE
Corridor I Right of Way

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

THIS GRAZING LEASE (the "Lease") is made and entered into by and between WELDON R. SHUFFIELD, hereinafter referred to as "Lessor", and EYEMAGINE, LLC, hereinafter referred to as "Lessee."

In consideration of the rent and the covenants herein contained on the part of Lessee to be kept and performed, the Lessor does hereby lease, demise and let unto the Lessee, and the Lessee hires and rents the SURFACE ONLY, excluding the minerals, of one tract of land containing approximately **9.391 acres**, more or less, situated in Williamson County, Texas, as described in Exhibit "A" (the "Premises"), subject to the following terms and conditions:

ARTICLE 1: TERM OF LEASE

The total term of this Lease shall be four (4) years, commencing on the 1st day of _____, 2026 (the "Commencement Date") and terminating on the _____, 2030 (the "Termination Date"), unless sooner terminated in accordance with this Lease. The four (4) separate lease periods that make up the total term of this Lease are as follows:

First Lease Period: _____, 2026 to _____, 2027 (12 months)

Second Lease Period: _____, 2027 to _____, 2028 (12 months)

Third Lease Period: _____, 2028 to _____, 2029 (12 months)

Fourth Lease Period: _____, 2029 to _____, 2030 (12 months)

ARTICLE 2: RENT; PAYMENT OF RENT

- A. Rent for First Lease Period:** Lessee agrees to pay to Lessor, as rent for the Premises, the sum of \$200 for the First Lease Period.
- B. Rent Adjustments Following First Lease Period:** Following the First Lease Period, the rent will increase by \$25 for each additional annual Lease Period.

- C. Payment of Rent:** The payment of the total rental amount for each lease period shall be paid in full at the beginning of each lease period.
- D. Place of Payment:** All rental payments must be made payable to Lessor and be hand delivered or mailed to the address provided, in writing, to Lessee by Lessor.

ARTICLE 3: TAXES

Lessee agrees to pay any taxes levied against the crops and personal property and fixtures of Lessee in and about the Premises and any ad valorem taxes assessed against the Premises. If any taxes of Lessee are levied against Lessor or Lessor's property and Lessor pays those taxes, Lessee, on demand, shall reimburse Lessor for all taxes actually paid on Lessee's behalf. **Lessee further agrees to pay, within thirty (30) days of receiving a statement from Lessor, all taxes, assessments and governmental charges of any kind and nature whatsoever levied or assessed against the Lessor's real property (i.e. ad valorem taxes) and any such amount shall be deemed to be additional Rent for purposes of this Lease and Lessee's failure to pay such amounts shall constitute a default hereunder.**

ARTICLE 4: SUBORDINATION

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

ARTICLE 5: USE OF PREMISES

Lessee shall use the Premises solely for the purpose of planting, raising and harvesting crops and/or grazing cattle, together with all other purposes and activities usually and customarily associated with a farming and/or cattle operation in Williamson County, Texas. Lessee agrees to not use the Premises for any purpose other than for planting, raising and harvesting crops, grazing of cattle or to alter the Premises, including clearing new roads, moving existing fences or erecting any new fences, or locating on the Premises any type of permanent or temporary improvement without Lessor's prior written consent. Lessee further agrees to not hunt or fish the Premises or allow anyone else to do so. Lessee may not place any other animal other than cattle on the premises. Thus, there shall be no bison or other form of livestock, including, but not limited to horses; mules; asses; sheep; goats; llamas; alpacas; exotic livestock, including elk and elk hybrids; and hogs kept on the Premises unless otherwise consented to in writing by Lessor in advance.

ARTICLE 6: UTILITIES

Lessee shall pay or cause to be paid all charges for any water, electricity and any other utilities used on the Premises throughout the term of this Lease, including any costs of installation and connection fees.

ARTICLE 7: LESSEE'S COVENANTS

Lessee further covenants and agrees as follows:

- A.** To pay and provide the Rent for this Lease, as it is set out herein; to use the Premises in a careful and proper manner for the use specifically described herein; to commit or permit no waste or damages to the Premises; to conduct or permit no business or act that is a nuisance or may be in violation of any federal, state, or local law or ordinance; only use the Premises in such a prudent manner so as to preserve and protect the land and soil; to surrender the Premises on expiration or termination of this Lease in at least as good of a condition as the Premises was in on the date prior to Lessee's occupation of the Premises.
- B.** In relation to cattle operations, use the highest standards of animal husbandry in grazing the Premises, employing the best methods of ranching customarily practiced on in the area.
- C.** Construct, keep, repair and maintain all fencing, either existing or constructed during the terms of this Lease, in such manner and condition so that such fencing is sufficient and adequate to restrain cattle that Lessee may place upon the Premises.
- D.** Keep all gates on the Premises closed and locked, ingress to and egress from the Premises being at those places designated by Lessor and provide Lessor with all keys and/or combinations to each gate locking mechanism used by Lessee on the Premises.
- E.** Lessee assumes the risk of loss on all property and all improvements, including any crops or cattle, which are situated on the Premises. Lessee agrees to maintain at all times during this Lease, the insurance described herein below.
- F.** Upon termination of this Lease, Lessee agrees that all improvements situated on the Premises, whether such improvements were situated on the Premises prior to this Lease or placed on the Premises during this Lease, shall become the property of Lessor, or, at the option of the Lessor, Lessee, at Lessee's sole expense, shall remove all improvements and debris and restore the surface of the Premises to its original condition provided that Lessee placed such improvements on the Premises during the term of this Lease.

G. To permit Lessor to enter, inspect, and make such repairs to the Premises as Lessor may reasonably desire or show the Premises to prospective purchasers and tenants, at all reasonable times.

H. Lessee agrees that it is solely responsible for making all alterations, additions, or improvements necessary to the Premises to cause the Premises and its intended use to be in compliance with any laws, rules, ordinances, development codes or regulations of any applicable governmental authority, entity, or body, including, without limitation, the Federal Government, the local municipality, the County of Williamson, and the State of Texas and the rules and regulations of the United States Department of Agriculture and the Texas Agriculture Commissioner. The allocation of responsibility to Lessee for compliance with said laws, rules, ordinances, development codes or regulations is a material inducement for the parties to enter into this Lease. The costs incurred in causing the Premises and its intended use to be in compliance with said laws, rules, ordinances, development codes or regulations shall be solely borne by Lessee.

I. In the event this Lease is terminated early by Lessor, whether such termination is for cause or convenience, Lessee shall pay Lessor any and all rents and amounts, on a pro-rata basis, which were incurred and due prior to or as of the date this Lease is terminated. If Lessee has paid any portion of the annual rental amount in advance, Lessor shall return to Lessee, on a pro-rata basis, the proportion of rents that have been prepaid for any unused portion of a lease period.

ARTICLE 8: LESSOR'S COVENANTS

Lessor covenants and agrees to warrant and defend Lessee in the enjoyment and peaceful use and operation of the Premises during the term of this Lease, subject to the termination rights set forth herein.

ARTICLE 9: INDEMNIFICATION & INSURANCE

A. INDEMNIFICATION OF LESSOR: LESSOR SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM ANY USE OF THE PREMISES OR ANY NEARBY PREMISES USED BY LESSEE OR ANY PART THEREOF; OR CAUSED BY ANY DEFECT IN ANY BUILDING, STRUCTURE OR OTHER IMPROVEMENT THEREON; OR IN ANY EQUIPMENT OR OTHER FACILITY THEREIN; OR CAUSED BY OR ARISING FROM ANY ACT OR OMISSION OF LESSEE, OR OF ANY OF LESSEE'S AGENTS, EMPLOYEES, LICENSEES, OR INVITEES, OR BY OR FROM ANY ACCIDENT ON THE LAND OR ANY SURROUNDING PREMISES OR ANY FIRE OR OTHER CASUALTY THEREON, OR OCCASIONED BY THE FAILURE OF LESSEE TO MAINTAIN THE PREMISES IN SAFE CONDITION, OR ARISING FROM ANY OTHER CAUSE WHATSOEVER; AND LESSEE HEREBY WAIVES ON ITS BEHALF ALL CLAIMS AND DEMANDS AGAINST LESSOR FOR ANY SUCH LOSS, DAMAGE, OR INJURY OF LESSEE OR OF LESSEE'S AGENTS, EMPLOYEES, LICENSEES, OR INVITEES, AND HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD LESSOR ENTIRELY FREE AND HARMLESS FROM ALL LIABILITY FOR ANY SUCH LOSS, DAMAGE, OR INJURY OF OTHER PERSONS, AND FROM ALL COSTS AND EXPENSES ARISING THEREFROM. THE TERMS OF THIS INDEMNITY PROVISION SHALL SURVIVE

ANY TERMINATION OF THIS LEASE, HOWEVER, ONCE LESSOR STARTS CONSTRUCTION ON THE ROADWAY, THIS INDEMNIFICATION PROVISION WILL TERMINATE AND LESSEE SHALL NOT INDEMNIFY LESSOR.

B. Insurance: In order to insure the fulfillment of the above referenced indemnity provision, Lessee hereby agrees to maintain, at all times during the Term of this Lease, at Lessee's sole cost, a comprehensive public liability insurance policy protecting Lessor against all claims or demands that may arise or be claimed on account of Lessee's use of the Premises, in an amount of at least \$1,000,000.00, per occurrence of accident and/or injury, for injuries to persons and damages to real and/or personal property. Said insurance shall be written by a company or companies acceptable to Lessor, authorized to engage in the business of general liability insurance in the state of Texas, and name Lessor as an additional insured. Furthermore, said insurance shall be primary as to any other existing, valid, and collectible insurance. Lessee shall deliver to Lessor annual certificates demonstrating that said insurance is paid up and copies of the insurance policies issued by the insurance companies.

Lessee shall, upon execution of this Lease, obtain a certified statement by each insurance carrier containing a clause providing that the insurance carrier will give Lessor 30 days' written notice before any cancellation shall be effective. The insurance policies shall be provided by Lessee and shall be for a period of at least one year.

ARTICLE 10: DEFAULTS BY LESSEE

In addition to the remedies specifically set forth herein and those available at law or in equity, if Lessee fails to perform or breaches any term, condition or covenant set forth in this Lease, and this failure or breach continues for ten (10) calendar days after a written notice specifying the required performance has been given to Lessee, Lessee shall be in default and Lessor may:

- A.** enforce specific performance causing Lessee to strictly comply with and perform such term, condition or covenant; or
- B.** may, but not be obligated to do so, enter the Premises and perform Lessee's obligations for the account of and at the expense of Lessee. Bills for all amounts paid by Lessor and all losses, costs, and expenses incurred by Lessor in connection with such performance by Lessor pursuant to this clause, including without limitation, all amounts paid and costs and expenses incurred by Lessor for any property, material, labor or services provided, furnished, or rendered or caused to be provided, furnished or rendered by Lessor to Lessee may be sent by Lessor to Lessee monthly or immediately, at Lessor's option, and shall be due and payable by Lessee to

Lessor as additional rent within five (5) calendar days after same is sent to Lessee by Lessor; or

- C. terminate this Lease, without liability, by written notice to Lessee, in which event, the Lease hereby created shall terminate on the tenth (10th) day after such notice is given (the "Termination Date") and Lessee shall within such ten (10) day period vacate the Premises and surrender them to Lessor in the state required under this Lease, with Lessor having the right to reenter and repossess the Premises discharged of this Lease and to expel all occupants and to remove all property therefrom.

Upon the occurrence of any default, Lessor may enter and take possession of the Premises by self-help, by picking or changing locks if necessary, and may lock out Lessee or any other person who may be occupying the Premises, until the default is cured, without being liable for damages.

ARTICLE 11: DEFAULTS BY LESSOR

Defaults by Lessor are failing, within thirty (30) calendar days after receiving written notice from Lessee, to comply with any term, condition or covenant set forth in this Lease. In the event that Lessor fails to cure its default within the said thirty (30) calendar days, Lessee may, as Lessee's sole remedy, terminate this Lease.

ARTICLE 12: VOLUNTARY TERMINATION

Lessor or Lessee may terminate this Lease, without cause or liability, upon giving one-hundred eighty (180) calendar days written notice to the other party. Upon the termination of this Lease, Lessee will surrender the Premises peaceably to the Lessor and pay Lessor all rental amounts owing as of the date of termination, on a pro-rata basis, and any other amounts that may be due hereunder as of the date of termination. In the event that Lessor exercises its right to terminate this Lease pursuant to this provision, Lessor shall be obligated to reimburse Lessee, on a pro-rata basis, the proportion of rents, if any, that have been prepaid for any unused portion of a lease period.

ARTICLE 13: INSOLVENCY, BANKRUPTCY, ETC., OF LESSEE

If Lessee is declared insolvent or adjudicated a bankrupt; if Lessee makes an assignment for the benefit of creditors; or if a receiver is appointed for Lessee, Lessor, without prejudice to its rights hereunder and at its option, may terminate this Lease and retake possession of the premises immediately and without notice to Lessee or any assignee, transferee, trustee, or any other person or persons, using force if necessary.

ARTICLE 14: LESSOR TO HAVE LIEN

Lessor will have a lien against all goods, equipment and other personal property, other than cattle or grazing livestock, of Lessee brought, stored, or kept on the Premises during the term of this Lease, in the aggregate amount of all rent, consideration, damages, and other sums that may at any time be owed by Lessee to Lessor under this Lease. In the event of any default by Lessee, Lessor may foreclose the lien in the same manner that a mortgage would be foreclosed.

ARTICLE 15: RIGHT TO SELL OR TRANSFER

It is understood and agreed that Lessor shall have the right to sell, assign or otherwise transfer its right, title and interest in the Premises, in whole or in part, at any time during the term of this Lease. If during the term of this Lease, the Premises are assigned or sold by Lessor to a third party, the Lessor or its successor may terminate this Lease by providing Lessee with its election to terminate and, in such event, Lessee shall vacate the Premises no later than one hundred eighty (180) calendar days from the date in which Lessor gives Lessee notice of its election to terminate.

ARTICLE 16: ELECTION BY LESSOR NOT EXCLUSIVE

The exercise by Lessor of any right or remedy to collect rent or enforce its rights under this Lease will not be a waiver or preclude the exercise of any other right or remedy afforded Lessor by this Lease or by statute or law. The failure of Lessor in one or more instances to insist on strict performance or observations of one or more of the covenants or conditions of this Lease or to exercise any remedy, privilege, or option conferred by this Lease on or reserved to Lessor shall not operate or be construed as a relinquishment or future waiver of the covenant or condition or the right to enforce it or to exercise that remedy, privilege, or option; that right shall continue in full force and effect. The receipt by Lessor of rent or any other payment or part of payment required to be made by Lessee shall not act to waive any other additional consideration, rent or payment then due. Even with the knowledge of the breach of any covenant or condition of this Lease, receipt will not operate as or be deemed to be a waiver of this breach, and no waiver by Lessor of any of the provisions of this Lease, or any of Lessor's rights, remedies, privileges, or options under this Lease, will be deemed to have been made unless made by Lessor in writing.

ARTICLE 17: LIMITATIONS OF WARRANTIES

LESSEE ACKNOWLEDGES AND AGREES THAT, OTHER THAN AS MAY BE SPECIFICALLY SET FORTH HEREIN, LESSOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY

REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE NATURE, QUALITY OR CONDITION OF THE LEASED PREMISES, INCLUDING, WITHOUT LIMITATION, STRUCTURES, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE LEASED PREMISES, (C) THE SUITABILITY OF THE LEASED PREMISES FOR ANY AND ALL ACTIVITIES AND USES WHICH LESSEE MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE LEASED PREMISES OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, INCLUDING, WITHOUT LIMITATION, THE WILLIAMSON COUNTY AND CITIES HEALTH DISTRICT, THE AMERICANS WITH DISABILITIES ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, AND THE TEXAS ARCHITECTURAL BARRIERS ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, (E) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE LEASED PREMISES, OR (F) ANY OTHER MATTER WITH RESPECT TO THE LEASED PREMISES, AND SPECIFICALLY THAT LESSOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING SOLID WASTE, AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, OR THE DISPOSAL OR EXISTENCE, IN OR ON THE LEASED PREMISES, OF ANY HAZARDOUS SUBSTANCE, AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, AND APPLICABLE STATE LAWS, AND REGULATIONS PROMULGATED THEREUNDER. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE LEASED PREMISES, LESSEE IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE LEASED PREMISES AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY LESSOR. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE LEASED PREMISES WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT LESSOR HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION.

LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT THE LEASE OF THE LEASED PREMISES AS PROVIDED FOR HEREIN IS MADE ON AN “AS IS, WHERE IS” CONDITION AND BASIS “WITH ALL FAULTS”. LESSEE ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THIS PARAGRAPH WERE A MATERIAL FACTOR IN THE DETERMINATION OF THE AMOUNT OF THE RENT AND CONSIDERATION TO BE PAID AND TENDERED FOR LESSEE’S USE OF THE LEASED PREMISES. THE TERMS OF THIS PARAGRAPH WILL SURVIVE ANY TERMINATION OF THIS LEASE.

ARTICLE 18: MISCELLANEOUS PROVISIONS

A. Gender, Number and Headings. Words of any gender used in this Lease shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Lease. The captions and paragraphs or letters appearing in this Lease

are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of the sections or articles of this Lease or affect this Lease in any way.

B. Place of Performance. This Lease shall be interpreted according to the laws of the State of Texas and shall be performed in Williamson County, Texas, and exclusive jurisdiction and venue shall lie in Williamson County, Texas.

C. Terms Inclusive. As used herein, the terms "Lessor" and "Lessee" include the plural whenever the context requires or admits.

D. Severability. If any provision of this Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Lease will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Lease is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Lease and be deemed to be validated and enforceable.

E. Governmental Immunity. Nothing in this Lease shall be deemed to waive, modify or amend any legal defense available at law or in equity to Lessor nor to create any legal rights or claim on behalf of any third party. Lessor does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

F. No Assignment or Lease by Lessee. Lessee may not sell or assign any interest granted herein or lease the Premises or any portion of the same or any portion of any improvement erected on said premises at any time without the prior written authorization and approval of Lessor.

G. Successors and Assigns. This Lease shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.

H. No Indemnification by Lessor. Lessee acknowledges and agrees that Lessor, that Lessor is not agreeing to indemnify or hold harmless any other party, including but not limited to Lessee; therefore, all references of any kind, if any, to Lessor indemnifying, holding or saving harmless any other party, including but not limited to Lessee, for any reason whatsoever are hereby deemed void and deleted.

I. NOTICES. Any notice to be given hereunder shall be in writing and may be affected by personal delivery or in writing by certified mail, return receipt requested, addressed to the proper party, at the following address:

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

LESSEE: Weldon R. Shuffield
At the address set forth on the signature page below.

J. Compliance with All Statutes and Regulations. Lessee, at its expense, shall ensure compliance with any and all State, Federal, City and Lessor (and any other such regulatory body as may exercise jurisdiction over Lessee and/or the Premises) laws, ordinances, regulations, or rules regarding the erection or installment of any improvements and all permitted activities upon the Premises.

K. Day. Unless otherwise specifically set forth in this Lease, a reference to a "day" shall mean a calendar day and not a business day.

L. Entire Agreement. This Lease and its addenda, if any, sets forth all the promises, agreements, conditions, and understandings between Lessor and Lessee relative to the 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 Lessor or Lessee unless in writing and signed by them and made a part of this Lease by direct reference.

EXECUTED to be effective this _____ day of _____, 202____.

[signature page follows]

Lessor:

Williamson County, Texas

By: _____

Printed Name: Steve Snell, County Judge
Address: 710 Main Street, Georgetown, Texas 78626

Lessee:

~~ps~~ Patricia Shuffield, POA
Welson R. Shuffield
Weldon

Address: P.O. Box 172
Liberty Hill, Tx 78642

Exhibit "A"