

## **AGREEMENT TO TERMINATE LEASE AGREEMENT**

This Termination Agreement (this “**Termination**”) is hereby made and entered into by and between Williamson County, Texas, (“**County**”), and City of Georgetown, Texas (“**City**”).

### **RECITALS**

***WHEREAS***, County and City are parties to a Lease Agreement, which commenced on March 1, 1977, relating to an approximate 1.15 acre of property in the San Gabriel Park, which was commonly referred to as the Show Barn (the “**Lease Agreement**”); and

***WHEREAS***, County has used the leased property as a “Show Barn” for the exhibiting and display of livestock, exhibits and other items by the County; and

***WHEREAS***, County constructed the Williamson County Exposition Center in Taylor, Texas and is now willing to agree to terminate the Lease Agreement prior to its termination date of March 1, 2077;

***WHEREAS***, County and City desire to terminate the Lease Agreement as of the Effective Date of this Termination pursuant to the terms of this Termination.

***NOW THEREFORE***, for and in consideration of the premises contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby forever acknowledged and confessed, the parties agree as follows:

### **ARTICLE I TERMINATION OF LEASE AGREEMENT**

- 1.01 Termination.** On the terms and conditions set forth herein, County and City mutually agree to terminate the Lease Agreement.
- 1.02 Conditions of County’s Termination.** In consideration of County’s agreement to terminate the Lease Agreement prior to its contractual termination date of March 1, 2077, City hereby (1) accepts the property and all improvements thereon, as-is; and (2) agrees to assume all obligations and responsibilities, at its sole cost and expense, for the demolition and haul-off of any such improvements should the City wish to do so.
- 1.03 Effective Date.** The Effective Date of this Termination and the parties’ agreements contained herein shall be the 28th day of May, 2019 (the “**Effective Date**”).

### **ARTICLE II CONTINUED OBLIGATIONS UNDER LEASE AGREEMENT**

The parties shall have no continued obligations under the Lease Agreement beyond the Effective Date of this Termination.



**ARTICLE III**  
**GENERAL PROVISIONS**

- 3.01 Entire Agreement.** Each party hereto acknowledges that this Termination embodies the entire agreement and understanding between them with respect to the subject matter hereof and supersedes any prior agreements and understandings relating to the subject matter hereof. This Termination may not be altered, modified, terminated, or discharged except by a writing signed by the parties against whom such alteration, modification, termination, or discharge is sought.
- 3.02 Identical Counterparts.** This Termination may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall collectively constitute the same instrument, but in making proof of this Termination, only one such counterpart need be produced or accounted for.
- 3.03 Representation and Construction.** By executing this Termination, the parties acknowledge that they have had the opportunity to be represented by independent counsel and review and consider the terms of the Termination. This Termination shall not be construed against or in favor of any party due to the fact that such party may or may not have authored said Termination or any provision contained herein.

IN WITNESS WHEREOF, the parties have entered into this Termination to be effective as of the Effective Date.

**WILLIAMSON COUNTY, TEXAS:**

By: Bill Gravell Jr.  
Name: Bill Gravell Jr.  
Title: Williamson County Judge

APPROVED AS TO FORM  
By: [Signature]  
Name: Charlie McNabb  
Title: City Attorney

**CITY OF GEORGETOWN, TEXAS**

By: [Signature]  
Name: Dale Ross  
Title: Mayor



THE STATE OF TEXAS  
COUNTY OF WILLIAMSON

2546

LEASE AGREEMENT

This lease is made and executed by and between the City of Georgetown, Williamson County, Texas, hereinafter called Lessor, and Williamson County, Texas, hereinafter called Lessee.

I.

Lessor leases to Lessee and Lessee hires from Lessor, as herein provided the premises located in the San Gabriel Park Area of Georgetown, Williamson County, Texas, and described more fully on "Exhibit A" which is attached to this lease agreement and made a part hereof for all purposes.

II.

The term of this lease shall be from March 1, 1977 to March 1, 2077.

III.

The rent shall be \$1.00 per year beginning March 1, 1977, and shall be due and payable on the first day of each March thereafter during the term of this lease.

IV.

The leased premises are to be used as a Show Barn for the exhibiting and display of livestock, exhibits and other such matters provided for in Art. 2372d-2 and Art. 2372d-3 V.A.T.S. by Williamson County.

V.

The Lessee agrees not to exclude the public from the Park portion of the leased premises nor from any facilities owned by Lessor. Lessor agrees to provide the public adequate ingress and egress from the premises.



VI.

Lessor agrees to furnish all utilities, including those necessary for the maintenance of an office and eating area and it is hereby agreed that same may be air-conditioned by Lessee.

VII.

Should Lessee fail to use said premises for the purposes set forth herein, Lessor shall give written notice to Lessee of said failure and allow sixty (60) days within which to terminate said use. In the event Lessee fails to terminate said use, this lease shall terminate and all buildings located on the premises shall be and become the property of Lessor.

VIII.

Lessee shall have complete control of the premises and Lessor shall in no way be responsible for any damages arising out of any claims on the part of Lessee, Lessee's guests, visitors or others on said premises during the term of this lease and Lessee agrees to indemnify and hold harmless Lessor from any and all liability or claim.

IX.

Lessee at its expense shall maintain and keep said premises and said property in good condition and shall keep same clean and sightly.

X.

This lease and the covenants herein contained shall apply to and be binding upon the immediate parties hereto and to their assigns and to their successors.

ATTEST:

CITY SECRETARY

CITY OF GEORGETOWN

BY:

JOHN C. DOERFLER, MAYOR

WILLIAMSON COUNTY, TEXAS

BY:

C. L. CHANCE, JUDGE OF THE COUNTY  
COURT OF WILLIAMSON COUNTY, TEXAS



EXHIBIT A

FIELD NOTES FOR C. L. CHANCE, COUNTY JUDGE OF WILLIAMSON COUNTY:

BEING 1.15 acres of land out of the Nicholas Porter Survey, Abstract No. 497 in Williamson County, Texas. Said land also being out of a certain tract called San Gabriel Park, as conveyed to the City of Georgetown, Williamson County, Texas, of record in Volume 266, Page 498 of the Deed Records of Williamson County, Texas. Surveyed on the ground in the month of February, 1977 by Don H. Bizzell, Registered Professional Engineer, and described more fully as follows:

BEGINNING at an iron pin set; said point being N 89° 56' E, 393.05 feet from a large nail found at the N.E. corner of a certain tract of land known as the Alvin Braun Cattle Auction Barn, as described in Volume 475, Page 99 of the Deed Records of Williamson County, Texas, for the N.W. corner hereof;

THENCE N 54° 00' E, 200.00 feet to an iron pin set for the N.E. corner hereof;

THENCE S 36° 00' E, 250.00 feet to an iron pin set for the S.E. corner hereof;

THENCE S 54° 00' W, 200.00 feet to an iron pin set for the S.W. corner hereof;


THENCE N 36° 00' W, 250.00 feet to the Place of BEGINNING and containing 1.15 acres of land.

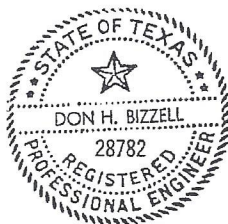
STATE OF TEXAS X  
COUNTY OF WILLIAMSON X

KNOW ALL MEN BY THESE PRESENTS:

I, Don H. Bizzell, Registered Professional Engineer, do hereby certify that the above-described tract of land was surveyed on the ground under my personal supervision during the month of February, 1977, and that said description is true and correct to the best of my knowledge and belief.

TO CERTIFY WHICH, WITNESS my hand and seal at Georgetown, Williamson County, Texas, this the 3rd day of March, 1977, A.D.

  
Don H. Bizzell  
Registered Professional Engineer, No. 28782  
State of Texas





THE STATE OF TEXAS,  
COUNTY OF WILLIAMSON.

BEFORE ME, the undersigned authority, on this day personally appeared John C. Doerfler, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 5<sup>th</sup> day of April, 1977.

Robert F. Calabrese  
NOTARY PUBLIC in and for  
Williamson County, Texas

THE STATE OF TEXAS,  
COUNTY OF WILLIAMSON.

BEFORE ME, the undersigned authority, on this day personally appeared C. L. Chance, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 5<sup>th</sup> day of April, 1977.

Robert F. Calabrese  
NOTARY PUBLIC in and for  
Williamson County, Texas

THE STATE OF TEXAS }  
County of Williamson }

I, Dick Cervenka, Clerk of the County Court of said County, do hereby certify that the foregoing instrument in writing, with its certificate of authentication, was filed for record in my office on the 11th day of April, A. D. 1977, at 4:20 o'clock P. M., and duly recorded this

the 12th day of April, A. D. 1977, at 11:05 o'clock A. M., in the

Deed 665 Records of said County, in Vol. 665 pp. 659

WITNESS MY HAND and seal of the County Court of said County, at office in Georgetown, Texas, the date last above written.

By Allen Whitaker Deputy

DICK CERVENKA, CLERK,  
County Court, Williamson County, Texas