REAL ESTATE CONTRACT

Southeast Loop/Corridor A-1

THIS REAL ESTATE CONTRACT ("Contract") is made by and between THE BRIDGE COMMUNITY CHURCH OF THE ASSEMBLIES OF GOD, formerly known as CENTRAL ASSEMBLY OF GOD, a Texas non-profit corporation (referred to in this Contract as "Seller", whether one or more) and the WILLIAMSON COUNTY, TEXAS (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

Tract 1: An approximately 4.50 acre parcel of land situated within the John Kelsey Survey, Abstract No. 377, Williamson County, Texas, being a portion of a called 73.35 acre tract of land conveyed to the Central Assembly of God (now known as the Bridge Community Church of the Assemblies of God) by a deed filed for record under Document No. 2007040774 of the Official Public Records of Williamson County, Texas, and as further shown in Exhibit "A" attached hereto and incorporated herein (the "R.O.W. Parcel"). The final size of the R.O.W. Parcel shall be determined by a metes and bounds survey to be completed at the expense of Purchaser prior to Closing; and

Tract 2: An approximately 4.02 acre parcel of land situated within the John Kelsey Survey, Abstract No. 377, Williamson County, Texas, being a portion of a called 73.35 acre tract of land conveyed to the Central Assembly of God (now known as the Bridge Community Church of the Assemblies of God) by a deed filed for record under Document No. 2007040774 of the Official Public Records of Williamson County, Texas, and as further shown in Exhibit "A" attached hereto and incorporated herein (the "Southern Remainder Parcel"). The final size of the Southern Remainder Parcel conveyed herein shall be determined by a metes and bounds survey to be completed at the expense of Purchaser prior to Closing;

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property", and any improvements and fixtures situated on and attached to the Property described, or bisected by the acquisition and not otherwise retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Property, any improvements situated thereon, and any damages to or cost of cure for the remaining property of Seller shall be the sum of SIX MILLION TWO HUNDRED FIFTY THOUSAND and 00/100 Dollars (\$6,250,000.00).

Payment of Purchase Price

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

Special Provisions and Additional Consideration

- 2.03. <u>Leaseback</u>. At Closing the parties shall enter into a written lease agreement (the "Leaseback Agreement") wherein Purchaser, as Landlord, shall lease back to Seller, as Tenant, the Southern Remainder Parcel at the rental rate of \$1/year, and for an initial term of twenty-four (24) months. The form and additional terms of which Leaseback Agreement is shown in Exhibit "B" attached hereto and incorporated herein.
- 2.04. <u>Southern Remainder Parcel OSSF</u>. As an obligation which shall survive the Closing of this transaction, Purchaser agrees that prior to the decommissioning or removal of any existing On-Site Sewage Facility ("OSSF") located within the R.O.W. Parcel which serves the existing church building improvements on the Property, it shall at its sole expense obtain permitting for and cause construction of a replacement OSSF on the Southern Remainder Parcel which is adequate to serve the existing Leaseback improvements.
- 2.05. <u>Retained Improvements.</u> Seller shall be allowed to remove and retain title to the following improvements located on the R.O.W. Parcel: SPECIAL NEEDS ADAPTIVE BALLFIELD, CANOPY COVER AND PLAYGROUND EQUIPMENT (the "Retained Improvements").

Seller covenants and agrees to remove the Retained Improvements from the Property on or before <u>December 31, 2020</u>, subject to such extensions of time as may be granted by Grantee in writing. In the event Grantor fails, for any reason, to remove the Retained Improvements within the time prescribed, then, without further consideration, title to all or part of such Retained Improvements not so removed shall pass to and vest in Purchaser, its successors and assigns, forever, and may be removed or disposed of at the discretion of Purchaser.

By execution of this Contract Seller hereby assumes liability for, shall be solely responsible for, and hereby agrees to release, defend, indemnify and hold harmless Purchaser, its agents and contractors from and against any and all claims, liabilities, suits, actions damages and expenses (including reasonable attorney fees) of any kind or nature from any third party claiming

any lien or ownership interest in the Retained Improvements arising from or connected with the purchase and payment, removal, retention or disposal of such improvements by Seller or Purchaser.

2.06. <u>Temporary Access Easement</u>. Until such time as the proposed Southeast Loop interim frontage road improvements on the R.O.W. Parcel are open for public vehicle use, Seller's access to the Northern Remainder property of Seller as shown on Exhibit "A" shall be allowed pursuant to the terms of a Temporary Access Easement across portions of the R.O.W. Parcel and the Southern Remainder Parcel in the form as shown in Exhibit "C" attached hereto and incorporated herein, to be recorded in the Official Records of Williamson County, Texas as part of the Closing.

ARTICLE III PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

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

Miscellaneous Conditions

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

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF SELLER

- 4.01. Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's knowledge:
- (a) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than previously disclosed to Purchaser;
- (b) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.

4.02. The R.O.W. Parcel is being conveyed to Purchaser under threat of condemnation.

4.03 <u>AS IS</u>. PURCHASER ACKNOWLEDGES AND AGREES THAT, OTHER THAN AS MAY BE SPECIFICALLY SET FORTH IN THIS CONTRACT AND THE DOCUMENTS TO BE DELIVERED AT CLOSING:

SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, CONTRACTS 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 PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH PURCHASER MAY CONDUCT THEREON, (C) THE COMPLIANCE OF OR BY THE PROPERTY 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 **RULES** AND REGULATIONS PROMULGATED THEREUNDER CONNECTION THEREWITH, (E) THE HABITABILITY, MERCHANTABILITY FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, OR (F) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY, AND SPECIFICALLY THAT SELLER 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 PROPERTY, 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. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY. PURCHASER IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION TO BEPROVIDED BY OR SELLER. PURCHASER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT SELLER HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT THE SALE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS, WHERE IS" CONDITION AND BASIS "WITH ALL FAULTS." PURCHASER ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THIS PARAGRAPH WERE A MATERIAL FACTOR IN THE DETERMINATION OF THE PURCHASE PRICE OF THE PROPERTY. THE TERMS OF

THIS PARAGRAPH WILL BE INCLUDED IN THE DEED AND ANY BILL OF SALE OR ASSIGNMENT DELIVERED AT CLOSING, WILL SURVIVE CLOSING AND WILL SURVIVE ANY TERMINATION OF THIS CONTRACT.

As used in this Contract and any addendum, amendment or exhibit to this Contract, all representations and warranties, and references are made to the best of Seller's actual knowledge. Seller's actual knowledge, knowledge, Seller's awareness, or references of similar import, are predicated upon and refer to the actual knowledge (as opposed to imputed, implied or constructive knowledge) of Seller as of the date of the representation without the duty of inquiry or investigation of such fact or condition pertaining to such representation and Seller's actual knowledge that such fact or condition would materially and adversely impact Purchaser's use of the Property.

ARTICLE V CLOSING

Closing Date

5.01. The Closing shall be held at the office of Independence Title Company at 203 W. Main Street Suite A Pflugerville, TX on or before August 11th, 2020, or at such time, date, and place as Seller and Purchaser may agree, or 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 Special Warranty Deed conveying good and indefeasible title in fee simple to all of the Property, 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.

The Special Warranty Deed shall be in the form as shown in Exhibit "D" attached hereto and incorporation herein.

- (2) Deliver a duly executed Temporary Access Easement as described in Section 2.06 above.
- (3) Provide reasonable assistance, at no cost to Seller, to cause the Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Purchaser's favor in the full amount of the Purchase Price, insuring each Grantee's fee simple and/or easement interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:
 - (a) If final metes and bounds descriptions are provided, the boundary and survey exceptions shall be deleted;
 - (b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and
 - (c) The exception as to the lien for taxes shall be limited to the year of closing and shall be endorsed "Not Yet Due and Payable".
- (4) Deliver to Purchaser possession of the Property, subject to Paragraph 2.03 herein and subject to Seller's right to remove any improvements from the Property through December 31, 2020.

Purchaser's Obligations at Closing

- 5.03. At the Closing, Purchaser shall:
- (1) Pay the cash portion of the Purchase Price.
- (2) Deliver a duly executed Temporary Access Easement as described in Section 2.06 above.
- (3) Deliver the Leaseback as described in Section 2.03 above.

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 party respectively as incurred.

ARTICLE VI BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may, as Purchaser's sole and exclusive remedy, elect to either: (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 the Williamson County commissioners court by official vote..

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.

Survival

8.12 Those obligations, which by their terms are to be performed after Closing, will survive Closing.

ARTICLE IX

Feasibility Period; Property Information

9.01 During the period commencing on the Effective Date and ending at 5:00 p.m. (CST) on the twenty-first (21st) day thereafter (the "Feasibility Period"), Purchaser may enter the Property (with advance scheduling with Seller for building improvement entry) and conduct any and all such tests, inspections, and studies as Purchaser may desire, including, but not limited to, environmental testing, in order to determine if the Property is suitable for Purchaser's purposes. During such period and thereafter for so long as this Contract is in effect, Purchaser may obtain

Phase I and Phase II environmental site assessments of the Property and such other tests or inspections as Purchaser in good faith deems appropriate. Purchaser may terminate this Contract for any reason or no reason at all by sending written notice thereof to Seller prior to the end of the Feasibility Period, and if this Contract is so terminated, neither party shall have any further rights or obligations hereunder and the Escrow Deposit shall be delivered to Seller. If Purchaser does not so notify Seller prior to the end of the Feasibility Period, Purchaser shall be deemed to have elected to proceed to Closing, subject to the terms hereof.

- 9.02 To the extent allowed by law, Purchaser shall and does hereby agree to indemnify and hold Seller harmless from and against any and all liens, liabilities, claims, damages or losses for physical injury or damage to persons or property, including court costs and reasonable attorneys' fees, in each case arising out of or resulting from Purchaser's or any of its consultants' (i) entry onto the Property for the purpose of conducting tests, studies and inspections and the actual conduct of such tests, studies and inspections on the Property or (ii) exercise of its rights under Section 3.01 above; provided, however, that Purchaser shall not be responsible for any diminution of value of the Property or remediation required to the Property as a result of Purchaser's discovering any existing conditions at the Property. Purchaser shall, at its sole cost and expense, promptly restore any damage or alteration of the physical condition of the Property which results from the tests, studies and inspections conducted by Purchaser or any of its consultants to the condition immediately prior thereto. Purchaser's obligations under this Section 3.02 shall survive the termination of this Contract and the Closing.
- 9.03 Within ten (10) days following the Effective Date, Seller shall provide the following items to Purchaser: (a) copies of all documents, if any, indicating compliance or noncompliance with any governmental entity with jurisdiction of any sort over the Property; (b) any and all soil, engineering, structural building or mechanical component, and environmental reports relating to the Property in Seller's possession; (c) all contracts and agreements relating to the Property that are not cancelable upon thirty (30) days' notice without penalty or charge; and (d) any leases relating to the Property

[signature page follows]

SELLER:

THE BRIDGE COMMUNITY CHURCH OF THE ASSEMBLIES OF GOD, f/k/a Central Assembly of God, a Texas non-profit corporation

Name: DAVID MCLAIN

Address: 747 C.R. 138

Hvtto, TX 78634

PURCHASER:

WILLIAMSON COUNTY, TEXAS

County Judge

Address: 710 Main Street, Suite 101

Georgetown, Texas 78626

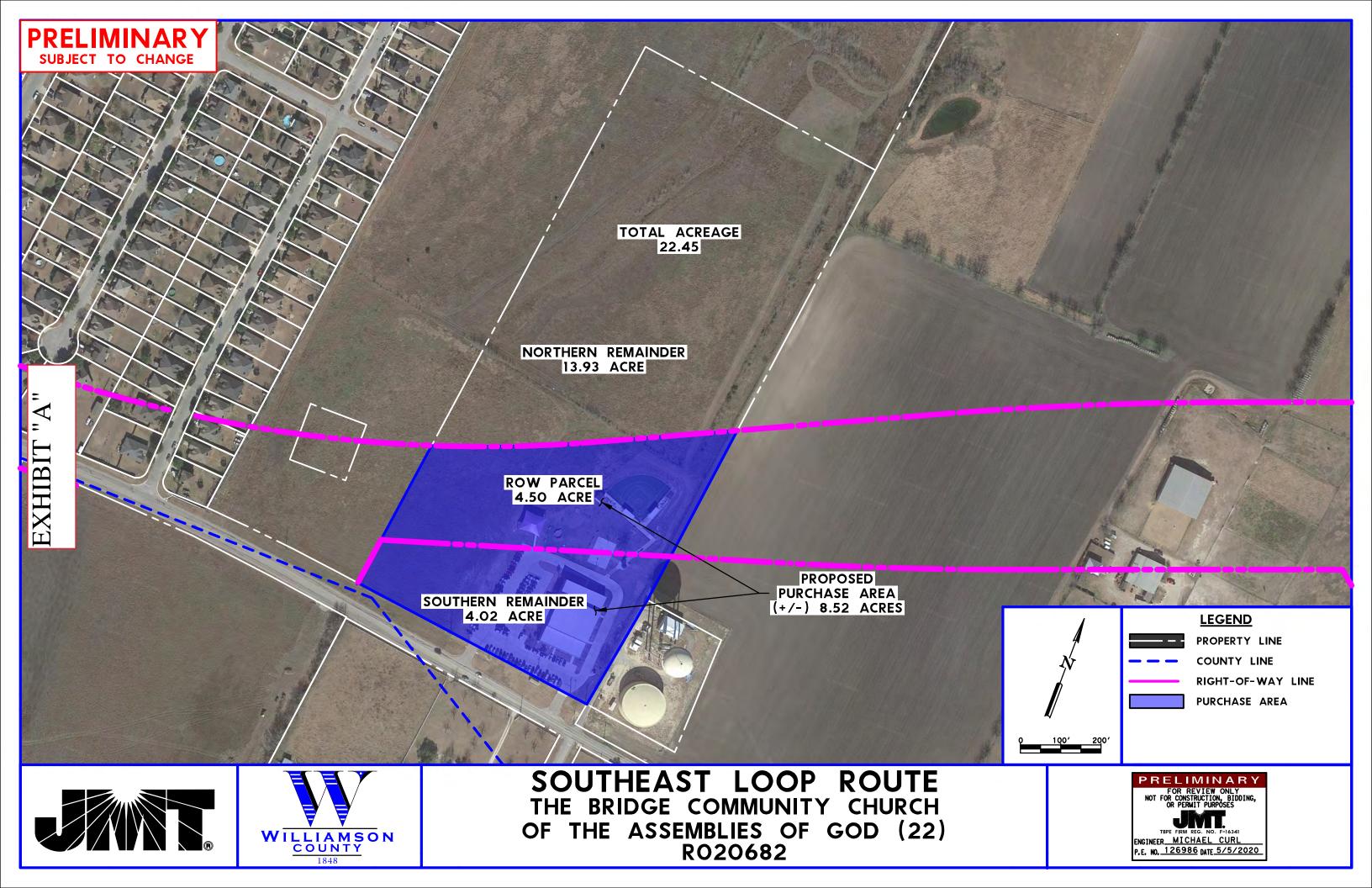


EXHIBIT "B"

COMMERCIAL PROPERTY LEASE AGREEMENT

THIS COMMERCIAL PROPERTY LEASE AGREEMENT (the "Lease") is made between the Williamson County, Texas, hereafter called "Lessor" or "Landlord", and The Bridge Community Church of the Assemblies of God, hereafter called "Lessee" or "Tenant".

	The parties agree as follows:
AGRE	EMENT TO LEASE AND DESCRIPTION OF THE PROPERTY. The Lessor leases
to the L	lessee, and the Lessee rents from the Lessor, the following described commercial property
space:	
All of t	that certain acre tract of land described by metes and bounds in Exhibit "A"
attached	d hereto and incorporated herein, and any improvements situated thereon.
1.	TERMS OF LEASE.
	A. Lease Term. The initial term of this Lease shall be a period of twenty-four (24)
	months, commencing on ("Commencement Date"), and ending at
	midnight on (the "Termination Date").
2.	RENTAL.
	A. Rental for Term. In advance on the First (1st) day of each leasehold year,
	beginning on the Commencement Date, Lessee agrees to pay, without demand, deduction
	or offset, to Lessor ONE DOLLAR (\$1.00) as rent for the Leased Premises, at: Williamson
	County Auditor's Office, Attn: Finance Director, 710 Main Street, Suite 301, Georgetown,
	Texas 78626 or such other place as Lessor may designate in writing. Tenant shall
	additionally pay a prorated rental amount for any period between the Commencement Date
	and the date that the first rental payment is due as set out herein.

B. Untimely or Insufficient Payment of Rent. If Lessee fails to timely pay any month's rent, Lessee will pay Lessor an initial late charge of FIFTY DOLLARS (\$50.00), plus additional late charges of TEN DOLLARS (\$10.00) per day thereafter until rent is paid in full. Time is of the essence for the payment of rent. Lessee hereby acknowledges that strict compliance with rental due dates is required and that there is no grace period pertaining to the payment of rent. Any waiver of late charges or failure to collect late charges under this paragraph will not affect or diminish any other right or remedy Lessor may exercise, at law or in equity, for Lessee's failure to timely pay rent (including but not limited to reporting late payments to consumer reporting agencies).

Lessee further agrees to pay Lessor TWENTY-FIVE DOLLARS (\$25.00) for each check Lessee tenders to Lessor which is returned by the institution on which it is drawn for any reason, plus initial and additional late charges until Lessor has received payment in full. Lessor may, upon written notice to Lessee, require Lessee to pay all rents by money order, cashier's check, certified funds, or other means acceptable to Lessor.

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 Landlord. 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 and rental

rate amount 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. TAXES.

A. Personal Property Taxes. Lessee agrees to pay any taxes levied against the personal property and trade fixtures of the Lessee in and about the Leased Premises, provided, however, that if any such taxes of Lessee are levied against Lessor or Lessor's property or if the assessed value of Lessor's property is increased by the inclusion of the value placed on Lessee's property and Lessor pays those taxes, Lessee, on demand, shall reimburse Lessor for all taxes actually paid on Lessee's behalf.

- B. Real Property Taxes: Lessor agrees to pay all ad valorem taxes, assessments and governmental charges of any kind and nature whatsoever (hereinafter collectively referred to as the "Taxes"), levied or assessed against the real property portion of the Leased Premises. Included also shall be all costs in contesting, rendering and otherwise adjusting the Taxes. In the event that such taxes are billed directly to Lessor, Lessor shall provide written notice of such billing to Lessee and Lessee shall pay Lessor all amounts of taxes owing within fourteen (14) calendar days from the date of Lessor's written notice.
 - 1. Remedy for Non-Payment: If Lessee should fail to pay any Taxes, assessments, or governmental charges required to be paid by Lessee hereunder, in addition to any other remedies provided herein, Lessor may, if Lessor so elects, pay such Taxes, assessments and governmental charges.

Any sums so paid by Lessor shall be deemed to be so much additional rental owing by Lessee to Lessor and due and payable upon demand as additional rental plus interest at the maximum rate of interest allowed by law from the date of payment by Lessor until repaid by Lessee. Any and all remedies that are set out herein for the late payment of rents may also be exercised by Lessor in relation to late payments of any Taxes, assessments, or governmental charges required to be paid by Lessee hereunder.

2. Adjustment to Taxes; Contest of Taxes:

Lessee may, at its sole cost and expense, in its own name(s), dispute and contest the Taxes for which Lessee is responsible by the terms herein by appropriate proceedings diligently conducted in good faith. The contest of taxes pursuant to this provision shall not excuse the payment of any taxes due and owing and which are the responsibility of Lessee under the terms of this Lease.

5. UTILITIES. Lessee shall be responsible for arranging and paying for all utility services required in and to the Leased Premises. Such utility services shall include but not limited to electricity, gas, water, wastewater, telephone, IT communication services, alarm monitoring systems, television, sewer charges, and trash collection. Lessee further agrees to pay all connection fees, service fees, usage fees, and all other costs and fees for all utilities to the Leased Premises. Lessee must, at a minimum, keep the following utilities on at all times during any term of this Lease (to the extent they are available at the Leased Premises): gas; electricity; water; wastewater/sewer; and garbage services and collection. If the Lessee fails to keep said utilities on during any term of this Lease, Lessee shall be deemed to be in default of this Lease.

6. INDEMNIFICATION AND INSURANCE.

Α. **Indemnification of Lessor.** LESSEE AGREES TO INDEMNIFY AND HOLD HARMLESS LESSOR AND THE LEASED PREMISES FROM ALL COSTS, LOSSES, DAMAGES, LIABILITIES, EXPENSES, PENALTIES, AND FINES WHATSOEVER THAT MAY ARISE FROM OR BE CLAIMED AGAINST LESSOR AND/OR THE LEASED 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 LEASED PREMISES BY LESSEE; FROM ANY NEGLECT OR FAULT OF LESSEE OR THE AGENTS, EMPLOYEES, GUESTS AND/OR INVITEES OF LESSEE IN USING AND OCCUPYING THE LEASED PREMISES; OR FROM ANY FAILURE BY LESSEE 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 LESSOR OR THE LEASED PREMISES ON ACCOUNT OF ANY ALLEGED VIOLATIONS OR FAILURE TO COMPLY AND CONFORM OR ON ACCOUNT OF ANY DAMAGE, OMISSION, NEGLECT, OR USE OF THE LEASED PREMISES BY LESSEE, THE AGENTS, EMPLOYEES, GUESTS AND/OR INVITEES OF LESSEE, OR ANY OTHER PERSON ON THE LEASED PREMISES, LESSEE AGREES THAT LESSEE WILL DEFEND IT, PAY WHATEVER JUDGMENTS MAY BE RECOVERED AGAINST LESSOR OR AGAINST THE LEASED PREMISES ON ACCOUNT OF IT, AND PAY FOR ALL ATTORNEYS' FEES IN CONNECTION WITH IT, INCLUDING ATTORNEYS' FEES ON APPEAL.

В.

Insurance. Landlord may, but shall not be obligated to, carry any type of insurance coverage on the Premises or any insurance coverage that would provide coverage to the Tenant for damages resulting from personal injuries and/or for property loss. 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 arises on the Leased Premises and Tenant hereby agrees to obtain any insurance coverage that Tenant desires or deems necessary in addition to the requirements below. Furthermore, any insurance obtained by Tenant shall be primary as to any other existing, valid, and collectible insurance Landlord may maintain. In order to insure the fulfillment of the above referenced indemnity provision, Lessee hereby agrees to maintain, at all times during any term of this Lease, at Lessee's sole cost, a comprehensive

Lessee shall, within Ten (10) calendar days from the execution of this Lease or otherwise upon request from Lessor, obtain a certified statement by each insurance carrier containing a clause providing that the insurance carrier will give Lessor Thirty (30) days' written notice before any cancellation shall be effective.

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

- **8. LESSEE'S COVENANTS.** Lessee further covenants and agrees as follows:
 - A. To pay the rent and provide the consideration for the Lease as it is set out herein; to use the Leased Premises in a legal, careful and proper manner solely for the express purpose(s) of religious worship, meeting, teaching and related activities, and for no other use unless expressly allowed and approved by Lessor in writing; to not permit or allow anyone to discharge any type of firearm, ammunition or explosive on the Leased Premises, to commit or permit no waste or damages to the Leased 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; to surrender the Leased Premises on expiration or termination of this Lease in clean condition and good repair, normal wear and tear excepted, provided, however, that all alterations, additions, and improvements permanently attached and made by Lessee (excepting movable furniture, equipment, supplies, and inventory installed by Lessee) shall become and remain the property of Lessor on the termination of Lessee's occupancy of the Leased Premises.
 - **B.** To comply with the Rules and Regulations attached hereto.
 - C. To prohibit and refrain from engaging or in allowing any use of the Leased Premises that will increase Lessor's premiums for insurance on the building(s) without the express written consent of Lessor.
 - **D.** 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 perform routine maintenance to keep the fixtures in the building structures 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 heating and air conditioning filters; supply and change light bulbs and smoke detector batteries; promptly eliminate any dangerous condition on the Premises caused by Tenant or caused by Tenant's invitee's, 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.

- E. Tenant shall make all repairs to the Premises and improvements thereon, other than structural building component or roof requires required to allow reasonable uses as identified above, 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.
- F. To make no alterations in or additions or improvements to the Leased Premises, install any equipment in or on the Leased Premises or maintain signs, other than existing as of the Commencement Date, advertising the Lessee on the Leased Premises without, in each case, obtaining the written consent of Lessor. If any alterations, additions, or

improvements in or to the Leased Premises are made necessary by reason of the special use and occupancy of the Leased Premises by Lessee and, provided that Lessor grants its prior written permission to Lessee regarding such alterations, additions or improvements, Lessee agrees that it will make all such alterations, additions, and improvements in or to the Leased Premises at its own expense and in compliance with all building codes, ordinances, and governmental regulations pertaining to such work, use, or occupancy. In accordance with indemnification provision above, Lessee agrees that it will hold Lessor harmless against all expenses, liens, claims, and damages to either property or person that may or might arise because any repairs, alterations, additions, or improvements are made.

- **G.** To permit Lessor to enter, inspect, and make such repairs to the Leased Premises as Lessor may reasonably desire, at all reasonable times.
- H. Lessee agrees that it is solely responsible for making, at its sole cost, any alterations, additions, or improvements to the Leased Premises that are mandated by any and all state, federal and local accessibility legal requirements ("accessibility alterations"). The allocation of responsibility to Lessee for compliance with accessibility legal requirements with respect to the Leased Premises is a material inducement for the parties to enter this Lease. The cost incurred on said accessibility alterations shall be borne solely by Lessee. Lessee must obtain the written consent of Lessor before making any type of accessibility alterations.
- I. 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.

- J. 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.
- Lessee agrees that any and all minor children of guests or invitees of Lessee, who may be present on the Leased Premises from time to time, shall not be left unattended and shall be accompanied and supervised, at all times while on the Leased Premises, by such minor adult's and/or child's parent or legal guardian or otherwise licensed or responsible adult. Whether supervised or unsupervised by a parent or legal guardian, at no time shall such minor adults and/or children injure any person who may be present on the Leased Premises or otherwise damage the Leased Premises, any personal property situated on the Leased Premises, or any improvements situated thereon. In the event that such minor

adults and/or children damage or destroy the Leased Premises or any improvements situated thereon or otherwise injure such persons who may be present on the Leased Premises, Lessee hereby agrees that Lessee, in accordance with the indemnification provision above, shall be solely liable for any and all damages and/or injuries caused by such minor adults and/or children. Immediately upon demand by Lessor, Lessee shall repair, at Lessee's sole cost, any and all damages caused to the Leased Premises and/or any improvements situated thereon. In the event such minor adults and/or children cause injury to persons who are present on the Leased Premises, Lessee hereby agrees, in accordance with terms hereof, to be solely liable to such persons who are injured.

K. Lessee agrees that it is solely responsible for making, at its sole cost, any alterations, additions, or improvements to the Leased Premises which are mandated or otherwise may be required for the issuance of a certificate of occupancy from the local municipality or other governing body, if applicable. Furthermore, Lessee agrees that it is solely responsible, at its sole cost, for making all alterations, additions, or improvements necessary to the Leased Premises to cause the Leased 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 American's with Disabilities Act, the Federal Government, the local municipality, the County of Williamson, and the State of Texas. 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 Leased Premises and its intended use to be in compliance with said laws, rules,

ordinances, development codes or regulations shall be solely borne by Lessee.

9. LESSOR'S COVENANTS. Lessor covenants and agrees as follows:

A. To warrant and defend Lessee in the enjoyment and peaceful possession of the

Leased Premises during the aforesaid term.

B. If the Leased Premises are destroyed or so damaged by fire, casualty, or other

disaster that they become untenantable, Lessor will have no obligation to render the Leased

Premises tenantable by repairs. If the Leased Premises are not rendered tenantable after a

casualty loss as described herein, Lessor will have the right to terminate this Lease by

written notice to Lessee.

C. Other than the limitation for casualty or disaster loss as set out in Paragraph 9.B.

above, Landlord shall make all repairs to the structural and roofing components of the

building improvements on the Premises which may reasonably be required to allow

continuation of the permitted uses as identified herein, and which are required to keep the

Premises in as substantially similar good and commercially functional condition as existed

upon entry, reasonable wear and tear excepted.

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

agreement set forth in this Lease, and this failure or breach continues for Ten (10) days after a

written notice specifying the required performance has been given to the Lessee, Lessor may:

A. Enforce specific performance causing the Lessee to strictly comply with and

perform such term, condition or agreement; and in this event, the Lessee shall pay the

Lessor all expenses of the litigation, including reasonable attorneys' fees; or

B. institute action in a court of competent jurisdiction to terminate this Lease and sue

for damages, and the Lessee shall pay the Lessor all expenses of the litigation, including

reasonable attorneys' fees; or

C. may, but not be obligated to do so, enter the Leased 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) days after

same is sent to Lessee by Lessor; or

D. terminate this Lease, without liability, by written notice to Lessee, in which event,

the term and tenancy 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 Leased Premises and surrender them to Lessor in the state required under this Lease,

with Lessor having the right to reenter and repossess the Leased Premises discharged of

this Lease and to expel all occupants and to remove all property therefrom.

In addition to the remedies set forth herein and available at law, upon the occurrence of

any default or breach, Lessor may enter and take possession of the Leased 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 Leased Premises, until the default is cured, without being liable for damages.

- 11. **DEFAULTS BY LESSOR.** Defaults by Lessor are failing to comply with any provision, term, condition or agreement of this Lease within Thirty (30) days after written notice from Lessee. Lessee's sole remedy for Lessor's default is to terminate this Lease.
- 12. INSOLVENCY, BANKRUPTCY, ETC., OF LESSEE. If Lessee is declared insolvent or adjudicated a bankrupt; if Lessee makes an assignment for the benefit of creditors; if Lessee's leasehold interest is sold under execution or by a trustee in bankruptcy; 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 Leased Premises immediately and without notice to Lessee or any assignee, transferee, trustee, or any other person or persons, using force if necessary.
- 13. LESSOR TO HAVE LIEN. Lessor will have a lien against all goods, equipment, furniture, and other personal property of Lessee brought, stored, or kept on the Leased Premises during any term of this Lease, in the aggregate amount of all rent, damages, and other sums that may at any time be owed by Lessee to Lessor under the Lease. In the event of any default by Lessee, Lessor may foreclose the lien in the same manner that a mortgage would be foreclosed and, in that event, Lessee shall be obligated for all court costs and reasonable attorneys' fees.
- 14. 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 the Lessee 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 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.

Lessee will not assign or sublet this Lease.

15. 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, 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 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 OF THE LEASED PREMISES. THE TERMS OF THIS PARAGRAPH WILL SURVIVE ANY TERMINATION OF THIS LEASE.

16. CONDEMNATION. If during any term of this Lease, all of the Leased Premises are taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right or eminent domain, or are sold to the condemning authority under threat of condemnation, this Lease will terminate, effective as of the date the condemning authority takes the Leased Premises. If only a part of the Leased Premises shall be so taken or sold, but the remainder of the Leased Premises is not tenantable, Lessor may terminate this Lease at any time within Forty-Five (45) days following such taking or sale without liability to the Lessee. Any and all payments made for or arising from any such taking or for damages to the Leased Premises resulting therefrom shall belong and be payable entirely to Lessor.

17. LESSOR'S LEASE ADMINISTRATOR AND PROPERTY MANAGER. The Director of Facilities for the City of Round Rock (or as otherwise designated by Lessor), shall serve as the Lessor's lease administrator and property manager. The said lease administrator and property manager shall also serve as liaison between the Round Rock City Council/City Manager and the Lessee.

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

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

18. 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 addresses:

LESSOR: Williamson County Judge Bill Gravell (or successor)

710 South Main, Ste. 101 Georgetown, Texas 78626

LESSEE:	

Notices to Lessee may also be mailed or delivered to the Leased Premises and proof of mailing or posting of those notices to the Leased Premises will be deemed the equivalent of personal service on Lessee.

19. GENDER, NUMBER AND HEADINGS. Words of any gender used in this Lease Agreement 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.

20. 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.

21. TERMS INCLUSIVE. As used herein, the terms "Lessor" and "Lessee" include the plural

whenever the context requires or admits.

22. 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.

23. 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.

24. ASSIGNMENT. Lessee may not assign, in whole or in part, any interest it may have in

this Lease.

25. NO INDEMNIFICATION BY LESSOR. Lessee acknowledges and agrees that Lessor,

as a home rule city in the State of Texas, under the Constitution and the laws of the State of Texas, cannot enter into an agreement whereby it agrees 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.

26. 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 Leased Premises and supersedes any prior understandings or written or oral agreements between the parties with respect to the to the Leased 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.

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Lease to be effective as of the date of the last party's execution below.

Signed, sealed, and delivered in our presence as:

LESSOR:	
WILLIAMSON COUN	VTY, TEXAS
By:	
Printed Name:	
Representative	
Capacity:	
Date:	, 2020
LESSEE:	
THE BRIDGE COMM ASSEMBLIES OF GO	UNITY CHURCH OF THE D
By:	
Printed Name:	
Representative	
Capacity:	
Date:	, 2020

RULES AND REGULATIONS FOR COMMERCIAL USE AREAS OF LEASED PREMISES

2. Lessee shall not mark, drive nails, screw or drill into, paint or in any way deface the exterior walls, roof, foundations, bearing walls or pillars of the Leased Premises without prior written consent from Lessor. Lessee shall keep all sidewalk areas in, on and around the Leased Premises clean and free of debris. Lessee shall reimburse Lessor for the expense of cleaning or repairing any breakage, stoppage or damage resulting from a violation of this rule.

Other than any items existing as of the Commencement Date, no awning or shade shall be affixed or installed over or in the show windows or the exterior of the Leased Premises.

- 4. No boring or cutting for wires shall be allowed, except with Lessor's prior written approval.
- 5. Lessee shall not do anything in the Leased Premises, or bring or keep anything therein other than directly related to the uses expressly permitted in the Lease, which will in any way increase or tend to increase the risk of fire or the rate of fire insurance or which shall conflict with the regulations of the local fire department or other local or state laws, or with any insurance policy on the Leased Premises or any part thereof, or with any rules or regulations established by any administrative body or official having jurisdiction.
- 6. Lessee shall not use any machinery in the Leased Premises (regardless whether Lessor approved its installation) which may cause any unreasonable noise, vibration, or tremor to the floors or walls, or which by its weight might injure the floors of the Leased Premises.
- 7. Lessor may limit weight, size and position of all safes, fixtures, and other equipment used in the Leased Premises.
- 8. Lessee nor Lessee's officers, agents and employees shall make or permit any loud, unusual or improper noises or interfere in any way with other lessees or adjacent property owners, , nor bring into nor keep within the Leased Premises any animal or bird (except for animals assisting handicapped persons), or any bicycle or other vehicle.
- 9. Unless expressly authorized in the Lease, Lessee shall have no right to place an antenna on the roof or exterior walls of the Leased Premises. Lessee is not allowed on the roof nor may Lessee place any material on, pierce, damage, add vents or other devices, or remove any part of the roof, at any time. The only persons allowed on the roof shall be those licensed and insured maintenance contractors which have received prior approval from Lessor.
- 10. All garbage, including wet garbage, refuse or trash, shall be placed by Lessee in the receptacles near the Leased Premises provided for that purpose.

- 11. Lessee shall not permit any chemicals, trash or other foreign materials to be deposited or disposed of in the Leased Premises except that trash which legally may be sent to the municipal or county landfill may be placed in the receptacles provided on the Leased Premises by Lessee. Hazardous chemicals are not prohibited on the Property.
- 12. Lessee, at Lessee's cost, shall service the Leased Premises on not less than on a quarterly basis to prevent the development of pests, roaches, rodents, ants, spiders, or etc.
- 14. Lessee shall cooperate with any security regulations issued by Lessor from time to time, and shall comply with instructions and/or directions of Lessor's duly authorized personnel for the protection of the Leased Premises.
- 15. No waiver of any rule or regulation by Lessor or Lessor's agent shall have any effect unless expressed in writing and signed by Lessor or its authorized agent.
- 17. Lessor reserves the right at any time to reasonably change or rescind any one or more of these rules or regulations or to make such other and further reasonable rules and regulations as in Lessor's judgment may from time to time be necessary for the management, safety, care and cleanliness of the Leased Premises, and for the preservation of good order therein, as well as for the convenience of lessees of premises adjoining the Leased Premises. Lessor shall not be responsible to Lessee or any other person for the non-observance or violation of the rules and regulations by any other Lessee or other person. Lessee shall be deemed to have read these rules and to have agreed to abide by them as a condition to its occupancy of the space herein leased.
- 18. In the event of any conflict between these rules and regulations or any further or modified rules and regulations from time to time issued by Lessor and the Lease provisions, the Lease provisions shall prevail.

EXHIBIT "C"

TEMPORARY ACCESS EASEMENT AGREEMENT

Southeast Loop/A-1 Corridor

THE STATE OF TEXAS	§	
	§	KNOW ALL BY THESE PRESENTS THAT
COUNTY OF WILLIAMSON	§	

- A. WILLIAMSON COUNTY, TEXAS ("Grantor"), whose mailing address is 710 Main Street, Suite 101, Georgetown, Texas 78626, is the owner of those certain tracts of land containing approximately 8.52 acres in Williamson County, Texas, (the County Tract") and being more particularly described on Exhibits "A-B" attached hereto and incorporated herein for all purposes. The County Tract was acquired by Grantor in part for the purposes of constructing portions of the proposed Southeast Loop public roadway improvements at some point in the future ("SE Loop Project").
- B. THE BRIDGE COMMUNITY CHURCH OF THE ASSEMBLIES OF GOD, formerly known as Central Assembly of God, a Texas non-profit corporation (collectively "Grantee"), whose mailing address is 747 CR 138, Hutto, Texas 78634, is the owner of that certain tract of land totaling approximately 13.93 acres acres in Williamson County, Texas, (the Bridge Tract") and being more particularly described on Exhibit "C" attached hereto and incorporated herein for all purposes.
- C. As of the date of execution of this instrument, Grantee has plans to develop and relocate its worship operational use from the County Tract to the Bridge Tract. Currently access to the Bridge Tract is provided along and from the existing CR 138 roadway facility at the southern boundary of the County Tract. After construction of the SE Loop Project, access to the Bridge Tract will be provided along the new roadway facility constructed upon portions of the County Tract. Currently the specific dates by which Grantor will complete construction of the SE Loop Project, and by which Grantee will complete development of the Bridge Tract, are undetermined, and so the sole point of available legal access the Bridge Tract is from CR 138. Grantor wishes to ensure interim legal access to the Bridge Tract until such alternate public roadway access to the SE Loop Project is constructed.

In consideration of the foregoing, Grantor by this instrument ESTABLISHES, GRANTS and CONVEYS to Grantee, its successors and assigns, for the benefit of the Bridge Tract, a temporary easement appurtenant in, upon, over, through and across a fifty (50) foot wide portion of the County Tract identified as "Temporary Access" and as shown on Exhibit "D" attached hereto and incorporated herein (the "Easement Area") for the purposes ("Access Purposes") of (a) free and uninterrupted vehicular and pedestrian ingress and egress between the Bridge Tract and CR 138 along any existing driveway or parking aisle improvements; and (b) the temporary placement, construction, installation, operation, inspection, maintenance, replacement, upgrade, relocation, realignment, removal and repair of driveway and appurtenant drainage improvements serving the Bridge Tract.

Any temporary driveway improvements constructed by Grantee in the Easement Area as authorized herein shall be of an all-weather surface and of sufficient size and capacity to support emergency vehicle access at all times during use of the Easement Area and as approved by Grantor,

which approval shall not be unreasonably withheld. The cost of initial construction and continuing maintenance of any additional temporary improvements within the Easement Area for the purposes set out herein shall the sole responsibility of Grantee. The cost of removal and reconnection of any temporary improvements within the Easement Area which is required for construction of connection to the SE Loop Project shall be the responsibility of Grantor.

The Easement is non-exclusive, and Grantor may at any time dedicate or grant fee simple interests or permanent easements in and to the Easement Area or any portion thereof to a governmental authority or utility service provider, or by recording one or more easements or right-of-way dedications so granting or dedicating the Easement Area or portions thereof (collectively, "Dedicatory Instruments"); provided, however, that Grantor will not use the Easement Area in any manner or grant any easement or inconsistent right on or over the Easement Area that interferes or is inconsistent with or prevents the use of the Easement for Access Purposes to a public roadway until such time as Grantor completes construction of the proposed SE Loop Project.

Grantor specifically retains the right to begin construction of the proposed SE Loop Project facilities upon the County Tract and the Easement Area at any time in its sole discretion after execution of this Easement, and shall provide written notice of such intent to construct to Grantee at the address identified herein, or to the address of any succeeding owner as identified in the Official Public Records or the Williamson Central Appraisal District.

TERMINATION: The Easement will automatically terminate in its entirety and be of no further force or effect as to the Easement Area on the first date public roadway facilities constructed by Grantor provide legal access to and from the Bridge Tract and the proposed SE Loop Project, at which time such access shall convert to a driveway permit which is governed by any applicable rules of Grantor or other regulatory authority with jurisdiction over the Bridge Tract. Such public access need not be wholly over and across the Easement Area, so long as access exists from the Bridge Tract to a publicly dedicated and constructed roadway facility. Once this condition is met and upon request by Grantor, the parties agree to execute a document acknowledging termination of the Easement which is suitable for recording in the Official Records of Williamson County, Texas.

In further consideration for grant of this Easement, Grantee agrees to release, indemnify and hold harmless the Grantor from, and assumes entire responsibility and liability for, any claims or actions based on or arising out of injuries, including death, to persons or damages to or destruction of property, sustained or alleged to have been sustained in connection with or to have arisen out of or incidental to access to or use of the Easement Area for the Access Purposes by Grantee, its agents and employees, its subcontractors, their agents and employees and any guests, licensees or invitees.

[signature pages follow]

GRANTOR:

WILLIAMSON COUNTY, TEXAS

Bill Gravell, Jr.
County Judge

Acknowledgment

STATE OF TEXAS

§

COUNTY OF WILLIAMSON

8

This instrument was acknowledged before me on the 28th day of Bill Gravell, Jr., County Judge of Williamson County, Texas, in the capacity and for the purposes and consideration recited herein.

ANDREA L. SCHIELE
NOTARY PUBLIC - STATE OF TEXAS
1DF 1 26562040
COMM. EXP. 02-23-2021

Notary Public, State of Texas

GRANTEE:

THE BRIDGE COMMUNITY CHURCH OF THE ASSEMBLIES OF GOD,
f/k/a Central Assembly of God, at Texas non-profit corporation

<u>Ackı</u>	nowledgment		
8			
-			
cknowledged, in	before me on the _the capacity and for	day of or the purposes and	, 2020, by consideration
	Notary Public, S	tate of Texas	
	 Acki \$ \$	Acknowledgment	Acknowledgment §

AFTER RECORDING RETURN TO:

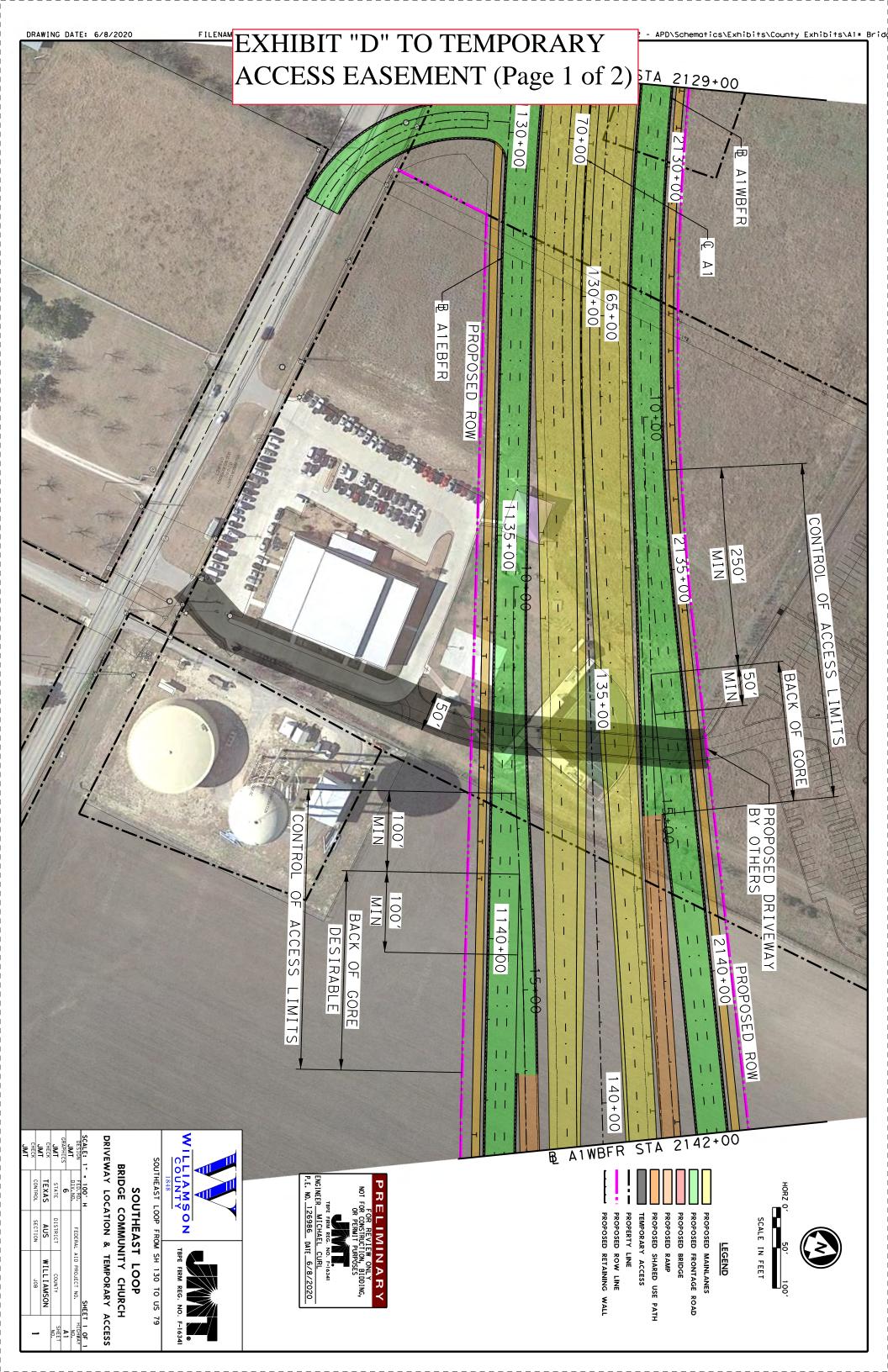
EXHIBIT "C"

Bridge Tract

All of that certain 73.35 acre tract of land conveyed to the Central Assembly of God (now known as The Bridge Community Church of the Assemblies of God) by deed filed for record under Document No. 2007040774 of the Official Records of Williamson County, Texas;

SAVE AND EXCEPT THE FOLLOWING:

A 11 C .1	•0	1 1 1
		re or less, being a tract of land situated in the John Kelsey
•	•	ed by General Warranty Deed with Vendor's Lien dated
September 30, 2019, fro	om The Brid	ge Community Church of the Assemblies of God, formerly
known as Central Assen	nbly of God,	a Texas non-profit corporation to P4 Hutto Partners, LLC, a
Texas limited liability co	ompany, file	d for record under Document No. 2019093769; and
All of that certain	acre (Sq. Ft.) tract of land in the John Kelsey Survey,
		y, Texas; being more fully described by metes and bounds in
Exhibit "A", attached he	reto and inco	orporated herein (Parcel 22); and
All of that certain	acre (Sq. Ft.) tract of land in the John Kelsey Survey,
		y, Texas; being more fully described by metes and bounds in
Exhibit "B", attached he	reto and inco	orporated herein (Parcel 22R)



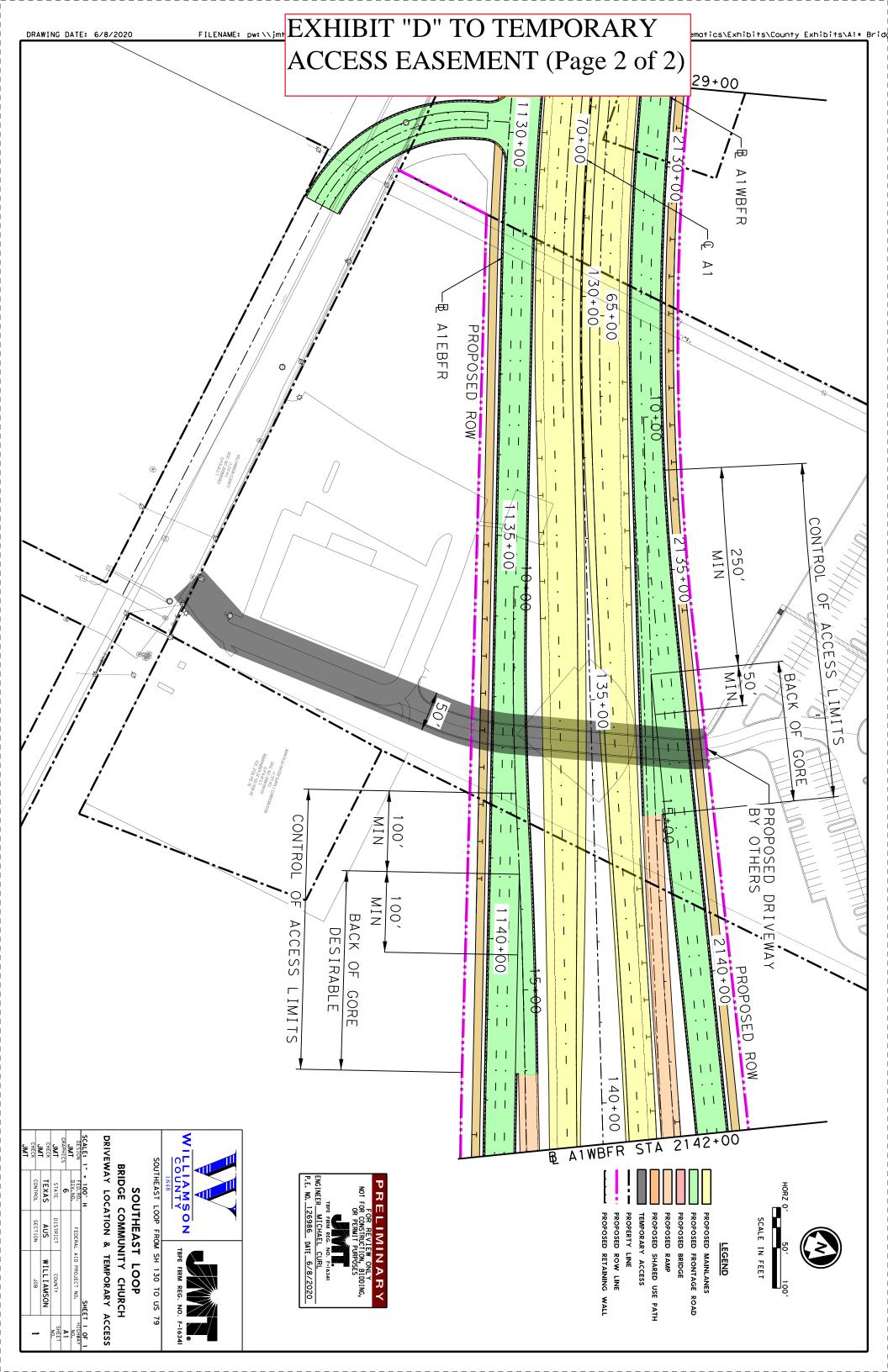


EXHIBIT "D"

Parcel 22/22R

SPECIAL WARRANTY DEED

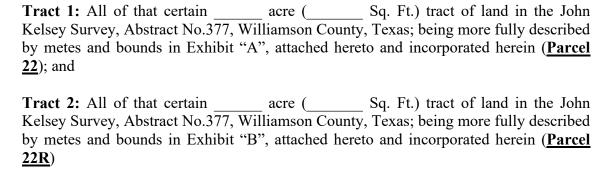
Southeast Loop (Corridor A1) Right of Way

THE STATE OF TEXAS	8
	{
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 THE BRIDGE COMMUNITY CHURCH OF THE ASSEMBLIES OF GOD, formerly known as Central Assembly of God, a Texas non-profit corporation, 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"):



SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property described in Exhibit "A", to wit: SPECIAL NEEDS ADAPTIVE BALLFIELD, CANOPY COVER AND PLAYGROUND EQUIPMENT

Grantor covenants and agrees to remove the Retained Improvements from the Property by <u>December 31, 2020</u>, subject to such extensions of time as may be allowed by Grantee in writing. In the event Grantor fails, for any reason, to remove the Retained Improvements within the time prescribed, then, without further consideration, title to all or part of such Retained Improvements not so removed shall pass to and vest in Grantee, its successors and assigns, forever.

Access on and off Grantor's remaining property to and from the proposed roadway facility of Grantee from the abutting remainder property shall be permitted except to the extent that such access is expressly prohibited by the provisions and in the locations of the Access Denial Line set out in Exhibit "A". Grantor acknowledges that such access on and off the County roadway facility is subject to regulation as may be determined by Grantee to be necessary in the interest of public safety or by applicable local municipal or county zoning, platting or permitting requirements.

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 potion of the Property conveyed in Exhibit "A", 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 Southeast Loop/Corridor A1.

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person

whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor, but not otherwise.

This deed is being delivered in lieu of condemnation with respect to the portion of the Property described in Exhibit "A".

GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY PROMISES. REPRESENTATIONS. WARRANTIES. COVENANTS. **CONTRACTS** 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 PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH PURCHASER MAY CONDUCT THEREON, (C) THE COMPLIANCE OF OR BY THE PROPERTY 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 CONNECTION THEREWITH, (E) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, OR (F) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY, AND SPECIFICALLY THAT GRANTOR 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 PROPERTY, 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. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, GRANTEE IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY GRANTOR, GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT GRANTOR HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT THE SALE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS, WHERE IS" CONDITION AND BASIS "WITH ALL FAULTS." GRANTEE ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THIS PARAGRAPH WERE A MATERIAL FACTOR IN THE DETERMINATION OF THE PURCHASE PRICE OF THE PROPERTY.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of ______, 2020.

GRANTOR:

THE BRIDGE COMMUNITY CHURCH OF THE ASSEMBLIES OF GOD, formerly known as Central Assembly of God, a Texas non-profit corporation

By:	
Name:	
Its:	
	<u>ACKNOWLEDGMENT</u>
STATE OF TEXAS	§
COUNTY OF	\$ \$ \$
This instrument was acknow 2020 byrecited therein.	ledged before me on this the day of,, in the capacity and for the purposes and consideration
	Notary Public, State of Texas
PREPARED IN THE OFFICE OF	₹•
S	Sheets & Crossfield, P.C.
	09 East Main
R	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: