

## **REAL ESTATE CONTRACT**

Corridor H/Sam Bass Road

THIS REAL ESTATE CONTRACT ("Contract") is made by and between ERIC KLINGEMANN and MICHELLE KLINGEMANN (referred to in this Contract as "Seller", whether one or more) and WILLIAMSON COUNTY, TEXAS (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

### **ARTICLE I PURCHASE AND SALE**

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

Being 10.01 acres of land, situated in the John H. Dillard Survey, Abstract No. 179, in Williamson County, Texas, said land being conveyed to Eric Klingemann and Michelle Klingemann and described in deed recorded in Document No. 2015020130 Official Public Records, Williamson County, Texas; and being described in further detail by metes and bounds in Exhibit "A" attached hereto and incorporated herein;

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 as described in the Deed form attached as Exhibit "C", for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

### **ARTICLE II PURCHASE PRICE**

#### **Purchase Price**

2.01. The Purchase Price for the Property shall be the sum of FOUR MILLION and 00/100 Dollars (\$4,000,000.00).

#### **Payment of Purchase Price**

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

**ARTICLE III  
PURCHASER'S OBLIGATIONS**

Conditions to Purchaser's Obligations

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

Miscellaneous Conditions

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 portion of the Property identified in Exhibit "B" is being delivered in lieu of condemnation with improvements on the Property, and including damaged improvements on the remainder.

**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 May 31, 2021, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title

curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

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

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

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

(2) 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) 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 5.03(b) herein.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

- (a) Pay the cash portion of the Purchase Price.
- (b) At Closing, at the request of Purchaser the parties shall enter into a written lease agreement (the "Leaseback Agreement") wherein Purchaser, as Landlord, shall lease back to Seller, as Tenant, the Property at the rental rate of \$2,600/month, and for an initial term to be agreed upon between the parties for up to a maximum of six (6) months but shall not extend past December 1, 2021, the form and additional terms of which Leaseback Agreement is shown in Exhibit "D" attached hereto and incorporated herein.

#### Prorations

5.04. General real estate taxes for the then current year relating to the Property acquired in fee simple 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. Agricultural roll-back taxes, if any, 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: (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, which date is indicated beneath the Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

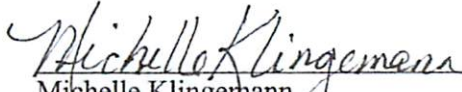
**SELLER:**

  
Eric Klingemann

Date: 13 MAY 21

Address: 1306 Eubank St

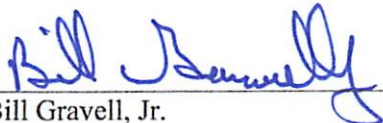
Georgetown TX 78626

  
Michelle Klingemann

Date: 13 May 2021

**PURCHASER:**

WILLIAMSON COUNTY, TEXAS

By:   
Bill Gravell, Jr.  
County Judge

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

Date: May 18, 2021

# EXHIBIT "A"

Legal Description for Bruce E. Gessaman and wife, Carole D. Gessaman

BEING 10.01 acres of land, situated in the John H. Dillard Survey, Abstract No. 179, in Williamson County, Texas, said land being a portion of that certain tract of land, called 32.96 acres, as conveyed to Bruce E. Gessaman and wife, Carole D. Gessaman, by deed as recorded in Volume 2553, Page 222, of the Official Records of Williamson County, Texas. Surveyed on the ground in the month of August, 2014, under the supervision of Brian F. Peterson, Registered Professional Land Surveyor, and being more particularly described as follows;

BEGINNING at an iron pin found on the north line of Sam Bass Road (County Road No. 175) marking the Southwest corner of the above-referenced 32.96 acre Gessaman tract, being the most westerly Southeast corner of that certain tract of land, called 245.4 acres, as conveyed to the City of Round Rock by deed recorded as Document No. 2000066640 of the Official Public Records of Williamson County, Texas, for the Southwest corner hereof;

THENCE, N 0°19'00" E, 106.27 feet to an iron pin set for the most westerly Northwest corner of the said 32.96 acre Gessaman tract, being an interior corner of the said 245.4 acre City of Round Rock tract, for the Northwest corner hereof;

THENCE, along the north line of the said 32.96 acre Gessaman tract, being the south line of the said 245.4 acre City of Round Rock tract, along the south side of a concrete dam, as follows; S 89°45'00" E; 324.26 feet to an iron pin set; N 86°19'00" E, 84.05 feet to an iron pin set; N 83°09'00" E, 112.51 feet to an iron pin set and N 79°30'00" E, 1,238.71 feet to an iron pin set for the Northeast corner hereof;

THENCE, S 0°10'15" E, 508.25 feet to an iron pin set on the said north line of Sam Bass Road, being the south line of the said 32.96 acre Gessaman tract, for the Southeast corner hereof;

THENCE, along the said north line of Sam Bass Road, as follows; N 81°46'00" W, 736.81 feet to an iron pin found; N 83°47'00" W, 381.30 feet to an iron pin found; N 85°55'30" W, 119.85 feet to an iron pin found and N 89°36'15" W, 512.08 feet to the Place of BEGINNING and containing 10.01 acres of land.

Note: Basis of Bearing GPS Observation Texas Central State Plane

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF WILLIAMSON

I, Brian F. Peterson, Registered Professional Land Surveyor, do hereby certify that this survey was made on the ground of the property legally described herein and is correct, to the best of my knowledge and belief.

To certify which, witness my hand and seal at Georgetown, Williamson County, Texas, this the 4th day of September 2014, A.D.

Brian F. Peterson  
Registered Professional Land Surveyor, No. 3967  
State of Texas

Project No. 22263-10.01



STEGE BIZZELL

1978 S. Austin Ave  
Georgetown, TX 78626  
(512) 930-9412

# EXHIBIT A



## EXHIBIT "B"

County: Williamson  
Parcel No.: 13  
Highway: C.R. 175 (Sam Bass Road)  
Limits: From: F.M. 1431  
To: 1,000' East of Wyoming Springs Drive

Page 1 of 6  
February 4, 2020

### PROPERTY DESCRIPTION FOR PARCEL 13

DESCRIPTION OF A 2.367 ACRE (103,095 SQ. FT.) PARCEL OF LAND LOCATED IN THE J.H. DILLARD SURVEY, ABSTRACT 179, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 10.01 ACRE TRACT OF LAND, DESCRIBED IN A DEED TO ERIC KLINGEMANN AND MICHELLE KLINGEMANN, RECORDED MARCH 17, 2015 IN DOCUMENT NO. 2015020130, OFFICAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.); SAID 2.367 ACRE (103,095 SQ. FT.) PARCEL, AS SHOWN ON A PLAT PREPARED BY SAM, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**COMMENCING** at a 1/2-inch iron rod with a plastic cap found 489.12 feet left of County Road 175 (Sam Bass Road) Engineer's Centerline Station (E.C.S.) 296+15.23 on the south line a called 254.4 acre tract of land, described in a deed to City of Round Rock, recorded in Document No. 20100066640, O.P.R.W.C.TX., for the northwest corner of the remainder of a called 32.96 acre tract of land, described in a deed to Bruce E. Gessaman, and wife, Carole D. Gessaman, recorded in Volume 2553, Page 222, Official Records of Williamson County, Texas (O.R.W.C.TX.), same being the northeast corner of said 10.01 acre tract;

**THENCE** S 00°10'15" E, departing the south line of said 254.4 acre tract, with the common line of said 10.01 acre tract and said remainder of a called 32.96 acre tract, a distance of 402.57 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" (Surface Coordinates: N=10,170,344.00, E=3,109,622.12) set 90.77 feet left of Sam Bass Road E.C.S 296+73.32 on the proposed north right-of-way line of Sam Bass Road, for the northeast corner and **POINT OF BEGINNING** of the parcel described herein;

1) **THENCE** S 00°10'15" E, departing the proposed north right-of-way line of said Sam Bass Road, continuing with the common line of said 10.01 acre tract and said remainder of a called 32.96 acre tract, a distance of 105.68 feet to a 1/2-inch iron rod with a plastic cap found on the existing north right-of-way line of Sam Bass Road, a variable width right-of-way, no record information found, for the southwest corner of said remainder of a called 32.96 acre tract, same being the southeast corner of said 10.01 acre tract and the parcel described herein;

**THENCE** departing the common line of said 10.01 acre tract and said remainder of a called 32.96 acre tract, with the existing north right-of-way line of said Sam Bass Road, the following four (4) courses and distances numbered 2-5:

2) N 81°46'07" W, a distance of 736.90 feet to a calculated point,

3) N 83°47'07" W, a distance of 381.34 feet to a calculated point,

4) N 85°55'37" W, a distance of 119.86 feet to a calculated point, and

5) N 89°36'23" W, a distance of 371.38 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 76.53 feet left of Sam Bass Road E.C.S. 280+83.14 on the proposed north right-of-way line of said Sam Bass Road, for the southwest corner of the parcel described herein, from which a magnail found, for the most southerly southwest corner of said 245.4 acre tract, same being the southwest corner of said 10.01 acre tract bears N 89°36'23" W, a distance of 140.93 feet;

## EXHIBIT "B"

County: Williamson  
Parcel No.: 13  
Highway: C.R. 175 (Sam Bass Road)  
Limits: From: F.M. 1431  
To: 1,000' East of Wyoming Springs Drive

Page 2 of 6  
February 4, 2020

**THENCE** departing the existing north right-of-way line of said Sam Bass Road, with the proposed north right-of-way line of said Sam Bass Road, over and across said 10.01 acre tract, the following six (6) courses and distances numbered 6-11:

- 6) N 85°09'00" E, a distance of 96.10 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 76.53 feet left of Sam Bass Road E.C.S. 281+79.25,
- 7) S 04°51'00" E, a distance of 4.53 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 72.00 feet left of Sam Bass Road E.C.S. 281+79.25,
- 8) N 85°09'00" E, a distance of 494.71 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 72.00 feet left of Sam Bass Road E.C.S. 286+73.96, said point being the beginning of a curve to the right,
- 9) With said curve to the right, an arc distance of 242.80 feet, through a central angle 12°58'38", having a radius of 1,072.00 feet, and a chord that bears S 88°21'41" E, a distance of 242.28 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 72.00 feet left of Sam Bass Road E.C.S. 289+00.46,
- 10) S 81°52'22" E, a distance of 568.76 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 72.00 feet left of Sam Bass Road E.C.S. 294+69.22, and

**THIS SPACE INTENTIONALLY LEFT BLANK**

# EXHIBIT "B"

County: Williamson

Parcel No.: 13

Highway: C.R. 175 (Sam Bass Road)

Limits: From: F.M. 1431  
To: 1,000' East of Wyoming Springs Drive

Page 3 of 6  
February 4, 2020

11) S 87°07'40" E, a distance of 204.96 feet to the **POINT OF BEGINNING**, and containing 2.367 acre (103,095 sq. ft.) of land, more or less.

This property description is accompanied by a separate plat of even date.

Bearing Basis:

All bearings shown are based on the Texas Coordinate System, Central Zone, NAD 83/2011. All distances shown are surface and may be converted to grid by dividing by a Surface Adjustment Factor of 1.00012. Units: U.S. Survey Feet.

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

That I, Scott C. Brashear, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on the date shown below.

# Preliminary

**SURVEYING AND MAPPING, LLC**  
**4801 Southwest Pkwy**  
**Building Two, Suite 100**  
**Austin, Texas 78735**  
**TX. Firm No. 10064300**

02/04/2020 3:29:15 PM  
 Scott C. Brashear Date  
 Registered Professional Land Surveyor  
 No. 6660 – State of Texas

# EXHIBIT "A"

## CURVE TABLE

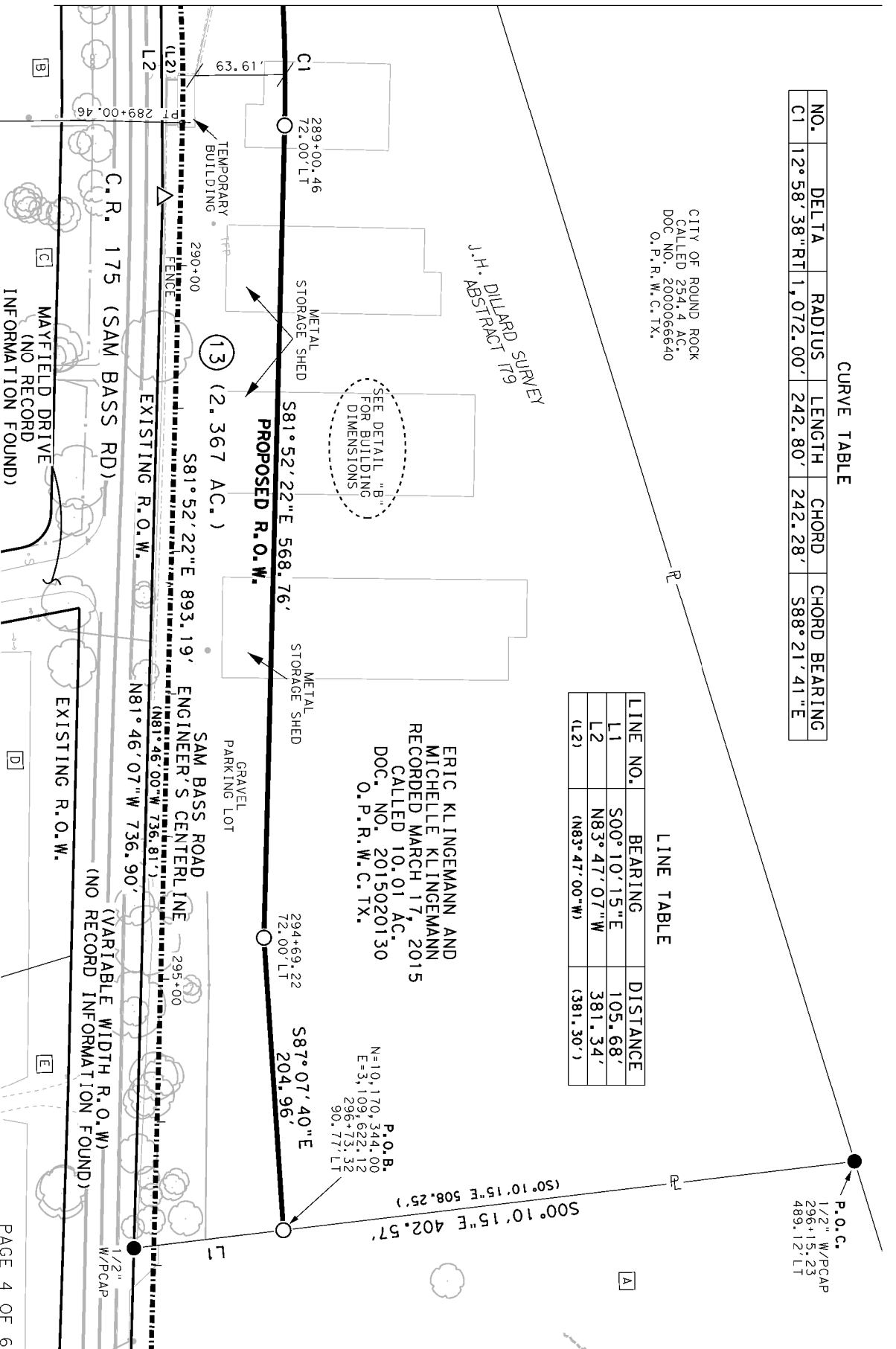
NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	12° 58' 38" RT	1,072.00'	242.80'	242.28'	S88° 21' 41" E

CITY OF ROUND ROCK  
CALLED 254.4 AC.  
DOC. NO. 2000066640  
O.P.R.W.C. TX.

## LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	S00° 10' 15" E	105.68'
L2	N83° 47' 07" W	381.34'
(L2)	(N83° 47' 00" W)	(381.30')

MATCH SHEET 5 OF 6



FILE: \\sami\inc\ous\PROJECTS\1017038216\100\Survey\03E\h1b\ts\13\PLAT\00A-13.dgn  
EXISTING 10.01 AC. ACQUIRE 2.367 AC. REMAINING 7.643 AC. LEFT  
PAGE 4 OF 6  
REF. FIELD NOTE NO. 47005



4801 Southwest Parkway  
Building Two, Suite 100  
Austin, Texas 78735  
(512) 447-0575  
Fax: (512) 326-3029  
Texas Survey Registration No. 10064300

RIGHT-OF-WAY SKETCH  
SHOWING PROPERTY OF  
ERIC KLINGEMANN &  
MICHELLE KLINGEMANN  
PARCEL 13  
2.367 AC. (103,095 SQ. FT.)



# LEGEND

- 5/8" IRON ROD SET WITH ALUMINUM CAP
- STAMPED "WILLIAMSON COUNTY"
- 1/2" IRON ROD FOUND UNLESS NOTED
- FENCE POST (TYPE NOTED)
- ⊕ MAGNAIL FOUND
- △ CALCULATED POINT
- ⊕ PROPERTY LINE
- ( ) RECORD INFORMATION
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCING
- P.O.R. POINT OF REFERENCE
- N.T.S. NOT TO SCALE
- D.R.W.C.TX. DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.R.W.C.TX. OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.P.R.W.C.TX. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
- DISTANCE NOT TO SCALE
- - - DEED LINE (COMMON OWNERSHIP)

## NOTES:

1. ALL BEARINGS SHOWN ARE BASED ON NAD83/2011/NAVD88 TEXAS COORDINATE SYSTEM. CENTRAL ZONE. ALL DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.00012. ALL COORDINATES SHOWN ARE IN SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE SAME FACTOR. PROJECT UNITS ARE IN U.S. SURVEY FEET.
  2. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF TITLE REPORT, THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.
  3. SAM BASS ROAD ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM KRRIESE. SCHEMATIC RECEIVED BY SAM, LLC. IN APRIL, 2019.
  4. THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.
- \* AREA CALCULATED BY SAM, LLC.

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

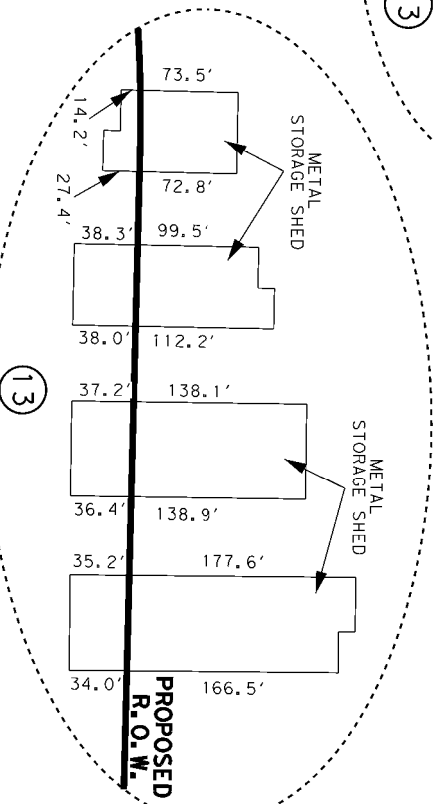
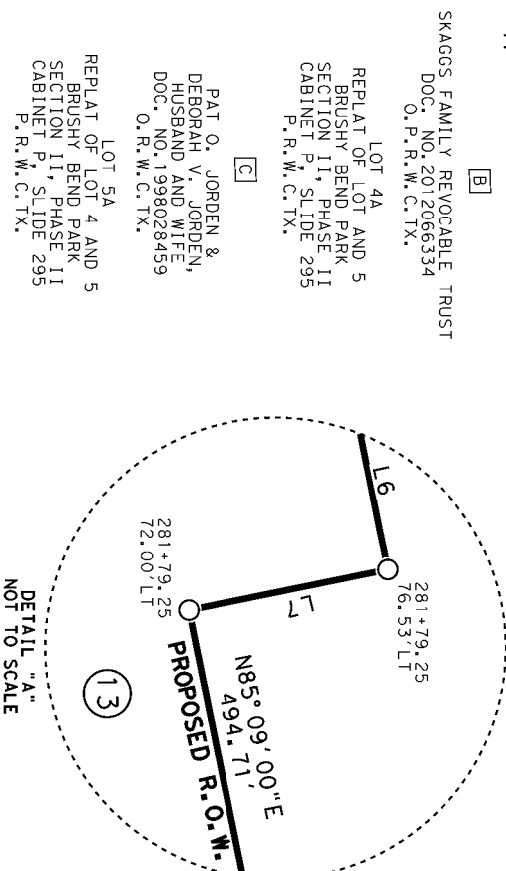
# Preliminary

02/04/2020 3:29:29 PM

DATE

SCOTT C. BRASHEAR  
REGISTERED PROFESSIONAL LAND SURVEYOR  
NO. 6660, STATE OF TEXAS

## EXHIBIT "A"



FILE: \\sami\inc\us\PROJECTS\1017038216\100\Survey\03Exhibit\13\PLAT\00A-13-2.dgn

EXISTING 10.01 AC. ACQUIRE 2.367 AC. REMAINING 7.643 AC. LEFT

PAGE 6 OF 6

REF. FIELD NOTE NO. 47005



4801 Southwest Parkway  
Building Two, Suite 100  
Austin, Texas 78735  
(512) 447-0575  
Fax: (512) 326-3029  
Texas Survey Registration No. 10064500

RIGHT-OF-WAY SKETCH  
SHOWING PROPERTY OF  
ERIC KLIENGEMANN &  
MICHELLE KLIENGEMANN  
PARCEL 13  
2.367 AC. (103,095 SQ. FT.)

# EXHIBIT "C"

Parcel 13

**DEED**  
Corridor H/Sam Bass

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 **ERIC KLINGEMANN and MICHELLE KLINGEMANN**, 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"):

Being 10.01 acres of land, situated in the John H. Dillard Survey, Abstract No. 179, in Williamson County, Texas, said land being conveyed to Eric Klingemann and Michelle Klingemann and described in deed recorded in Document No. 2015020130 Official Public Records, Williamson County, Texas; and being described in further detail by metes and bounds in Exhibit "A" attached hereto and incorporated herein

**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: **mini storage shipping container, water tower & tank, "pole barn" covered parking buildings** (the "Retained Improvements").

Grantor covenants and agrees to remove the Retained Improvements from the Property on or before the earlier of December 1, 2021, or upon the termination of any leaseback period for the Property, subject to such extensions of time as may be authorized 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, and Grantee shall be allowed temporary access to the remaining property of Grantor as necessary solely for the purpose of removing any portion of the Retained Improvements bisected by the acquisition of the Property.

**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 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.

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

**IN WITNESS WHEREOF**, this instrument is executed on this the \_\_\_\_ day of \_\_\_\_\_, 2021.

*[signature page follows]*



**GRANTOR:**

\_\_\_\_\_  
Eric Klingemann

**ACKNOWLEDGMENT**

STATE OF TEXAS

§

§

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

§

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2021 by Eric Klingemann, in the capacity and for the purposes and consideration recited therein.

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

**GRANTOR:**

\_\_\_\_\_  
Michelle Klingemann

**ACKNOWLEDGMENT**

STATE OF TEXAS

§

§

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

§

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2021 by Michelle Klingemann, 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 "D"

## **COMMERCIAL PROPERTY LEASE AGREEMENT**

**THIS COMMERCIAL PROPERTY LEASE AGREEMENT** (the “Lease”) is made between the **Williamson County, Texas**, hereafter called "Lessor" or “Landlord”, and **Eric Klingemann and Michelle Klingemann**, hereafter called "Lessee" or “Tenant”.

The parties agree as follows:

**AGREEMENT TO LEASE AND DESCRIPTION OF THE PROPERTY.** The Lessor leases to the Lessee, and the Lessee rents from the Lessor, exclusive use of the following described commercial property space, subject only to Landlord’s retained use of the Property by its staff, agents and consultants for investigation, testing, or other related activities in connection with future development of Landlord’s proposed roadway and utility development project or additional improvements on the Premises, with at least forty-eight (48) hours advance notice to Tenant and which activities shall not otherwise unreasonably interfere with the Tenant’s authorized leasehold uses specified herein:

All of a 10.01 AC tract of land in Williamson County, Texas, according to the map or plat thereof recorded in Document No. 2015020130 of the Official Public Records of Williamson County, Texas, also known as 4700 Sam Bass Road, Round Rock, Texas (the “Leased Premises”).

### **1. TERMS OF LEASE.**

A. **Lease Term.** The initial term of this Lease shall not exceed a maximum period of six (6) months, commencing on June 1, 2021 (“Commencement Date”), and ending at midnight on December 1, 2021 (the “Termination Date”).

## 2. RENTAL.

**A. Rental for Term.** In advance on the First (1st) day of each calendar month, beginning on the Commencement Date, Lessee agrees to pay, without demand, deduction or offset, to Lessor TWO THOUSAND SIX HUNDRED DOLLARS (\$2,600.00) 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, and shall continue on a month-to-month basis, unless otherwise agreed with Landlord in writing. 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. **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.**

**A. 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 NEGLIGENCE 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, NEGLIGENCE, 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.

**B. 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 commercial public general liability insurance policy protecting Lessor against all claims or demands that may arise or be claimed on account of Lessee's business use of the Leased Premises, in an amount equal to the current policy claim limits 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 acknowledges that Lessee's property will not be covered by any hazard insurance that may be carried by Lessor. The Lessee assumes the risk of loss on all contents of the Leased Premises owned by the Lessee, excluding the building structures and improvements



owned by the Lessor.

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.

**7. 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 onsite vehicle and personal property storage rental, 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 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 repairs 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.**

**J.** Lessee agrees that any and all minor adults and/or 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 untenable, 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.

**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 (10<sup>th</sup>) 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 Williamson County (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 Williamson County 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](mailto: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: Eric and Michelle Klingemann  
c/o Sam Bass Covered Storage  
4700 Sam Bass Road  
Round Rock, TX 78681

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 COUNTY, TEXAS**

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

Printed Name: Bill Gravell Jr.

Representative

Capacity: County Judge

Date: \_\_\_\_\_, 2021

**LESSEE:**

\_\_\_\_\_  
**ERIC KLINGEMANN**

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

\_\_\_\_\_  
**MICHELLE KLINGEMANN**

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

## RULES AND REGULATIONS FOR COMMERCIAL USE AREAS OF LEASED PREMISES

1. 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.

2. No boring or cutting for wires shall be allowed, except with Lessor's prior written approval.

3. 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.

4. 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.

5. Lessor may limit weight, size and position of all safes, fixtures, and other equipment used in the Leased Premises.

6. 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.

7. 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.

8. All garbage, including wet garbage, refuse or trash, shall be placed by Lessee in the receptacles near the Leased Premises provided for that purpose.



9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.