

REAL ESTATE CONTRACT

THIS REAL ESTATE CONTRACT ("Contract") is made by **CHERYL RENAE BLAHA ARLDT** (referred to in this Contract as "Seller") and **WILLIAMSON COUNTY, TEXAS** (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I PURCHASE AND SALE

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

All of that certain 13.065- acre tract (569,105 square feet) of land situated in the B.D. Jones survey, abstract no. 354, Williamson County, Texas and being out of the remnant portion of the called 30.00-acre tract of land conveyed to Cheryl Renae Blaha Arldt, recorded in document no. 2020124250 of the official public records of Williamson County, Texas, as described in the sketch shown as Exhibit "A", attached hereto.

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

ARTICLE II PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Property interests described in Exhibit "A", any improvements thereon, and any damage to or cost of cure for the remaining property of Seller shall be the sum of SEVEN HUNDRED EIGHTY-THREE THOUSAND NINE HUNDRED and 00/100 Dollars (\$783,900.00).

Payment of Purchase Price

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

Special Provisions

2.03. **Property Leaseback.** At Closing the parties shall enter into a written Grazing Lease agreement (the "Leaseback Agreement") wherein Purchaser, as Lessor, shall lease back the Property to Seller, as Lessee, according to the terms in the form shown in Exhibit "B" attached hereto and incorporated herein.

ARTICLE III PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

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

Miscellaneous Conditions

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

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF SELLER

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

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

ARTICLE V
CLOSING
Closing Date

5.01. The Closing shall be held at the office of Longhorn Title Company, 3613 Williams Drive Suite 204 Georgetown, Texas on or before November 30, 2022, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to all of the Property described in Exhibit "A", free and clear of any and all monetary liens and restrictions, except for the following:

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

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

(3) Deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Grantee's favor in the full amount of the purchase price, insuring Purchaser's contracted interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

- (a) The boundary and survey exceptions shall be deleted.
- (b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and
- (c) The exception as to the lien for taxes shall be limited to the year of Closing and shall be endorsed "Not Yet Due and Payable".
- (d) Deliver to Purchaser possession of the Property if not previously done, subject to the terms of the Leaseback Agreement.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

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

Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation but shall otherwise be the continuing obligation of Seller to fully satisfy. Agricultural roll-back taxes, if any, which directly result from the completion of this transaction and conveyance shall be paid by Purchaser.

Closing Costs

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

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

ARTICLE VI BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default and as otherwise stated herein, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made, then Seller shall receive the amount of \$500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

8.04. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09. In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10. This Contract shall be effective as of the date it is approved by Williamson County, Texas which date is indicated beneath the County Judge's signature below.

Counterparts

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

[signature page follows]

SELLER:


Cheryl Renae Blaha Arldt (Oct 27, 2022 12:30 MDT)

Cheryl Renae Blaha Arldt

Date: Oct 27, 2022


Address:

900 CR 388

Jarrell, Texas 76537

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: 
Bill Gravell (Nov 8, 2022 10:23 CST)

Bill Gravell, Jr
County Judge

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

Date: Nov 8, 2022

EXHIBIT A

County: Williamson
Parcel : Arldt
Highway: Ronald Reagan Extension

PROPERTY DESCRIPTION

DESCRIPTION OF A 13.065 ACRE (569,105 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE B.D. JONES SURVEY, ABSTRACT NO. 354 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF THAT CALLED 30.00 ACRE TRACT OF LAND CITED IN A WARRANTY DEED TO CHERYL RENAE BLAHA ARLDT RECORDED IN DOCUMENT NO. 2020124250 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND SAID 30.00 ACRE TRACT OF LAND DESCRIBED IN VOLUME 544, PAGE 250 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 13.065 ACRE (569,105 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1 1/2" (ID) iron pipe found (Grid Coordinates determined as N=10,255,586.94, E=3,154,555.71 TxSPC Zone 4203), in the easterly Right-of-Way (ROW) line of County Road (C.R.) 388 (ROW width varies), being the northwesterly corner of that called 30.00 acre tract of land described in General Warranty Deed to Bobby Joe Foust and Jeri Y. Foust recorded in Document No. 2014054985 and described in Document No. 2012091430, both of the Official Public Records of Williamson County, Texas, same being the southwesterly corner of said remainder of the 30.00 acre tract, for the southwesterly corner and **POINT OF BEGINNING** of the herein described parcel;

- 1) **THENCE**, with the westerly boundary line of said remainder of the 30.00 acre tract, same being said easterly ROW line, **N 20°59'21" W**, for a distance of **350.02** feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set in the proposed northerly ROW line of Ronald Reagan Extension, for the northwesterly corner of the herein described parcel and from which point a 1/2" iron rod found, being the southwesterly corner of Foxwood, a subdivision recorded in Cabinet E, Slides 324, of the Plat Records of Williamson County, Texas, same being the northwesterly corner of said remainder of the 30.00 acre tract bears **N 20°59'21" W**, with said easterly ROW line a distance of 461.28 feet;
- 2) **THENCE**, departing said C.R. 388, with said proposed northerly ROW line of Ronald Reagan Extension, through the interior of said remainder of the 30.00 acre tract, **N 68°27'00" E**, for a distance of **1,626.13** feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set in the westerly boundary line of that called 25.00 acre tract of land described in a Cash Warranty Deed to Jarrell Independent School District recorded in Document No. 2007065324, of the Official Public Records of Williamson County, Texas, same line being the easterly boundary line of said remainder of the 30.00 acre tract, for the northeasterly corner of the herein described parcel and from which point a 1/2" iron rod found, being the southeasterly corner of that called 6.31 acre tract of land described in a Warranty Deed with Vendor's Lien Deed to Modesto V. Esteves and wife, Olivia Esteves recorded in Document No. 2010033486, of the Official Public Records of Williamson County, Texas, same point being the northeasterly corner of said remainder of the 30.00 acre tract bears **N 20°57'00" W**, with said easterly boundary line of the remainder of the 30.00 acre tract a distance of 445.65 feet;
- 3) **THENCE**, departing said proposed northerly ROW line, with the westerly boundary line of said 25.00 acre tract, same line being the easterly boundary line of said remainder of the 30.00 acre tract, **S 20°57'00" E**, at a distance of 347.63 feet pass a 1/2" iron rod found, and continuing for a total distance of **350.02** feet to a 1/2" iron rod with plastic cap stamped "Forest 1847" found, being the northwesterly corner of that called 55.11 acre (Tract 1) of land described in a Partition Deed to The Glen and Mary Joe Tschoerner Trust recorded in Document No. 2018078887, of the Official Public Records of Williamson County, Texas, being the southwesterly corner of said 25.00 acre tract, same point being the northeasterly corner of said Foust 30.00 acre tract, and the southeasterly corner of said remainder of the 30.00 acre tract, for the southeasterly corner of the herein described parcel;

County: Williamson
Parcel : Arldt
Highway: Ronald Reagan Extension

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- 4) **THENCE**, with the northerly boundary line of said Foust 30.00 acre tract, same line being the southerly boundary line of said remainder of the 30.00 acre tract, **S 68°27'00" W**, for a distance of **1,625.89** feet to the **POINT OF BEGINNING**, containing 13.065 acres (569,105 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas Coordinate System of 1983, Central Zone No. 4203, NAD 83.

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

That I, Miguel A. Escobar, 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 direct supervision in September 2022.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

Miguel A. Escobar
Registered Professional Land Surveyor No. 5630
Licensed State Land Surveyor
Inland Geodetics
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681

Date

Project No: WILCO-001

PRELIMINARY
This document shall not be
recorded for any purpose.

EXHIBIT A PLAT TO ACCOMPANY DESCRIPTION

STEEPLECHASE DRIVE

LOT 1
LOT 2
LOT 3
LOT 4
LOT 5

FOXWOOD
CAB. E. SLIDE 324
P.R.W.C.T.

SHANE A. BRINKMEYER &
CHERYL ELIZABETH
BRINKMEYER
2.69 ACRES
DOC. NO. 2013096541
O.P.R.W.C.T.

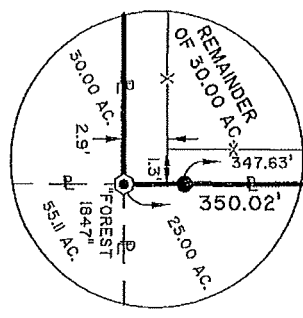
VALERIE ESTRADA &
FELIX S. RESENDIZ
5.7605 ACRES
DOC. NO. 2013100717
O.P.R.W.C.T.

MODESTO V. ESTEVES AND WIFE,
OLIVIA ESTEVES
6.31 ACRES
DOC. NO. 2010033487
O.P.R.W.C.T.

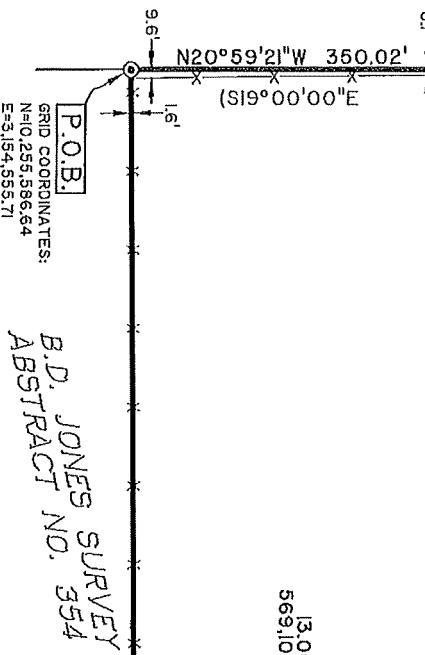
COUNTY ROAD (C.R.) 388
(RIGHT-OF-WAY WIDTH VARIES)

CHERYL RENEE BLAHA ARLDT
2.000 ACRES
DOC. NO. 2019028604
O.P.R.W.C.T.

CHERYL RENAE BLAHA ARLDT
(REMAINDER OF 30.00 ACRES)
FIRST TRACT
DOC. NO. 2020124250
DOC. NO. 2015019639
O.P.R.W.C.T.
DESCRIBED IN
VOL. 544, PG. 250
D.R.W.C.T.



JARRELL INDEPENDENT
SCHOOL DISTRICT
25.00 ACRES
DOC. NO. 2007063324
O.P.R.W.C.T.



13,065 AC.
569,105 SQ. FT.

B.D. JONES SURVEY
ABSTRACT NO. 354

PROJECT NO: WILCO-001

PARCEL PLAT SHOWING PROPERTY OF

CHERYL RENAE BLAHA ARLDT

SCALE
1" = 200'

PROJECT
RONALD REAGAN EXTENSION

COUNTY
WILLIAMSON

13,065 ACRES
569,105 SQ. FT.

09-21-2022

A.A. LEWIS SURVEY
ABSTRACT NO. 384

THE GLEN AND MARY JOE
TSCHOERNER TRUST
55.11 ACRES
DOC. NO. 2016078867
O.P.R.W.C.T.

BOBBY JOE FOUST AND
JERI Y. FOUST
30.00 ACRES
DOC. NO. 2014054985
DESCRIBED IN
DOC. NO. 2012091430
O.P.R.W.C.T.

**INLAND
GEODETICS**
PROFESSIONAL LAND SURVEYORS
1504 CHESTNUT TRAIL RD. STE. 103
ROUND ROCK, TX 78681
PH. (512) 236-1200 FAX (512) 236-1251
FIRM REGISTRATION NO. 100591-00

EXHIBIT **A**
PLAT TO ACCOMPANY DESCRIPTION

LEGEND

- ⊙ 1 1/2" (ID) IRON PIPE FOUND
- ⊙ 1/2" IRON ROD WITH CAP FOUND
- 1/2" IRON ROD FOUND
- IRON ROD W/ ALUMINUM CAP STAMPED
- "WILLIAMSON COUNTY" SET
- Δ CALCULATED POINT
- P PROPERTY LINE
- P.R.W.C.T. PLAT RECORDS
- O.P.R.W.C.T. WILLIAMSON COUNTY, TEXAS
- OFFICIAL PUBLIC RECORDS
- WILLIAMSON COUNTY, TEXAS
- D.R.W.C.T. DEED RECORDS
- WILLIAMSON COUNTY, TEXAS
- P.O.B. POINT OF BEGINNING
- () RECORD INFORMATION

1) All bearings shown hereon are based on grid bearing. All distances are surface distances. Coordinates are surface values based on the Texas Coordinate System of 1983, NAD 83, Central Zone.

2) This survey was performed without benefit of a Title Abstract. There may be other instruments of record that affect this tract not depicted hereon.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND THAT THE PROPERTY SHOWN HEREON WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION IN SEPTEMBER, 2022.

MIGUEL A. ESCOBAR

DATE

REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5630

LICENSED STATE LAND SURVEYOR

INLAND GEODETICS

FIRM REGISTRATION NO. 100591-00

1504 CHISHOLM TRAIL ROAD, SUITE 103

ROUND ROCK, TEXAS 78681

PROJECT NO: WILCO-001

PARCEL PLAT SHOWING PROPERTY OF

CHERYL RENAE BLAHA ARLDT

09-21-2022

13.065 ACRES.
569,105 SQ. FT.

INLAND

GEODETICS

PROFESSIONAL LAND SURVEYORS

1504 CHISHOLM TRAIL RD, STE 103

ROUND ROCK, TX 78681

PH (512) 238-1200 FAX (512) 238-1231

FIRM REGISTRATION NO. 100591-00

SCALE

1" = 200'

PROJECT

RONALD REAGAN EXTENSION

COUNTY

WILLIAMSON

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EXHIBIT "B"

GRAZING LEASE Corridor D Right of Way

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

THIS GRAZING LEASE (the "Lease") is made and entered into by and between WILLIAMSON COUNTY, TEXAS, hereinafter referred to as "Lessor", and CHERYL RENAE BLAHA ARLDT, hereinafter referred to as "Lessee."

In consideration of the rent and the covenants herein contained on the part of Lessee to be kept and performed, the Lessor does hereby lease, demise and let unto the Lessee, and the Lessee hires and rents the SURFACE ONLY, excluding the minerals, of one tract of land containing approximately **13.065 acres**, more or less, situated in Williamson County, Texas, as described in Exhibit "A" (the "Premises"), subject to the following terms and conditions:

ARTICLE 1: TERM OF LEASE

The total term of this Lease shall be four (4) years, commencing on the 1st day of December, 2022 (the "Commencement Date") and terminating on the 30th day of November, 2026 (the "Termination Date"), unless sooner terminated in accordance with this Lease. The four (4) separate lease periods that make up the total term of this Lease are as follows:

First Lease Period: December 1, 2022 to November 30, 2023 (12 months)

Second Lease Period: December 1, 2023 to November 30, 2024 (12 months)

Third Lease Period: December 1, 2024 to November 30, 2025 (12 months)

Fourth Lease Period: December 1, 2025 to November 30, 2026 (12 months)

ARTICLE 2: RENT; PAYMENT OF RENT

- A. Rent for First Lease Period:** Lessee agrees to pay to Lessor, as rent for the Premises, the sum of \$100 for the First Lease Period.
- B. Rent Adjustments Following First Lease Period:** Following the First Lease Period, the rent will increase by \$25 for each additional annual Lease Period.

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

ARTICLE 3: TAXES

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

ARTICLE 4: SUBORDINATION

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

ARTICLE 5: USE OF PREMISES

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

ARTICLE 6: UTILITIES

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

ARTICLE 7: LESSEE'S COVENANTS

Lessee further covenants and agrees as follows:

A. To pay and provide the Rent for this Lease, as it is set out herein; to use the Premises in a careful and proper manner for the use specifically described herein; to commit or permit no waste or damages to the Premises; to conduct or permit no business or act that is a nuisance or may be in violation of any federal, state, or local law or ordinance; only use the Premises in such a prudent manner so as to preserve and protect the land and soil; to surrender the Premises on expiration or termination of this Lease in at least as good of a condition as the Premises was in on the date prior to Lessee's occupation of the Premises.

B. In relation to cattle operations, use the highest standards of animal husbandry in grazing the Premises, employing the best methods of ranching customarily practiced on in the area.

C. Construct, keep, repair and maintain all fencing, either existing or constructed during the terms of this Lease, in such manner and condition so that such fencing is sufficient and adequate to restrain cattle that Lessee may place upon the Premises.

D. Keep all gates on the Premises closed and locked, ingress to and egress from the Premises being at those places designated by Lessor and provide Lessor with all keys and/or combinations to each gate locking mechanism used by Lessee on the Premises.

E. Lessee assumes the risk of loss on all property and all improvements, including any crops or cattle, which are situated on the Premises. Lessee agrees to maintain at all times during this Lease, the insurance described herein below.

F. Upon termination of this Lease, Lessee agrees that all improvements situated on the Premises, whether such improvements were situated on the Premises prior to this Lease or placed on the Premises during this Lease, shall become the property of Lessor, or, at the option of the Lessor, Lessee, at Lessee's sole expense, shall remove all improvements and debris and restore the surface of the Premises to its original condition provided that Lessee placed such improvements on the Premises during the term of this Lease.

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

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

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

ARTICLE 8: LESSOR'S COVENANTS

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

ARTICLE 9: INDEMNIFICATION & INSURANCE

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

EXPENSES ARISING THEREFROM. THE TERMS OF THIS INDEMNITY PROVISION SHALL SURVIVE ANY TERMINATION OF THIS LEASE.

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

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

ARTICLE 10: DEFAULTS BY LESSEE

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

- A. enforce specific performance causing Lessee to strictly comply with and perform such term, condition or covenant; or
- B. may, but not be obligated to do so, enter the Premises and perform Lessee's obligations for the account of and at the expense of Lessee. Bills for all amounts paid by Lessor and all losses, costs, and expenses incurred by Lessor in connection with such performance by Lessor pursuant to this clause, including without limitation, all amounts paid and costs and expenses incurred by Lessor for any property, material, labor or services provided, furnished, or rendered or caused to be provided, furnished or rendered by Lessor to Lessee may be sent by Lessor to Lessee monthly or immediately, at Lessor's option, and shall be due and payable by Lessee to Lessor as additional rent within five (5) calendar days after same is sent to Lessee by Lessor; or

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

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

ARTICLE 11: DEFAULTS BY LESSOR

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

ARTICLE 12: VOLUNTARY TERMINATION

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

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

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

ARTICLE 14: LESSOR TO HAVE LIEN

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

ARTICLE 15: RIGHT TO SELL

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

ARTICLE 16: ELECTION BY LESSOR NOT EXCLUSIVE

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

ARTICLE 17: LIMITATIONS OF WARRANTIES

LESSEE ACKNOWLEDGES AND AGREES THAT, OTHER THAN AS MAY BE SPECIFICALLY SET FORTH HEREIN, LESSOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN,

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

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

ARTICLE 18: CONDEMNATION

If during the term of this Lease, all of the 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 premises. If only a part of the premises shall be so taken or sold, but the remainder of the premises is not capable of being used for the purposes set forth herein, Lessor may terminate this Lease, without liability, at any time within forty-five (45) calendar days following such taking or sale. Any and all payments made for or arising from any such taking or for

damages to the premises resulting therefrom shall belong and be payable entirely to Lessor.

ARTICLE 19: MISCELLANEOUS PROVISIONS

A. Gender, Number and Headings. Words of any gender used in this Lease shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Lease. The captions and paragraphs or letters appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of the sections or articles of this Lease or affect this Lease in any way.

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

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

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

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

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

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

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

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

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

LESSEE: CHERYL RENAE BLAHA ARLDT
At the address set forth on the signature page below.

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

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

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

EXECUTED to be effective this _____ day of _____, 2022.

[signature page follows]

Lessor:

Williamson County, Texas

By: _____

Printed Name: Bill Gravell, Jr., County Judge
Address: 710 Main Street, Georgetown, Texas 78626

Lessee:

By: 
Cheryl Renae Blaha Arldt (Oct 27, 2022 12:30 MDT)

Cheryl Renae Blaha Arldt

Address: 900 CR 388

Jarrell, Texas 76537
_____, ____

EXHIBIT "C"

DEED

Corridor D (Ronald Reagan Extension) Right of Way

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 **CHERYL RENAE BLAHA ARLDT AND BRETT A. MALM** hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto **WILLIAMSON COUNTY, TEXAS**, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows (the "Property"):

All of that certain 13.065- acre tract (569,105 square feet) of land situated in the B.D. Jones survey, abstract no. 354, Williamson County, Texas and being out of the remnant portion of the called 30.00-acre tract of land conveyed to Cheryl Renae Blaha Arldt, recorded in document no. 2020124250 of the official public records of Williamson County, Texas, as described in the sketch shown as Exhibit "A", attached hereto.

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property, to wit: NONE

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of Ronald Reagan Blvd (Corridor D).

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.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2022.

[signature page follows]

GRANTOR:

Cheryl Renae Blaha Arldt

ACKNOWLEDGMENT

STATE OF WYOMING

§

COUNTY OF GOSHEN

§

§

This instrument was acknowledged before me on this the ____ day of _____, 2022 by Cheryl Renae Blaha Arldt in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Wyoming

GRANTOR:

Brett A. Malm

ACKNOWLEDGMENT

STATE OF WYOMING

§

COUNTY OF GOSHEN

§

§

This instrument was acknowledged before me on this the ____ day of _____, 2022 by Brett A. Malm in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Wyoming

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: