

PURCHASE AND SALE AGREEMENT
FOR THE EXCHANGE OF REAL PROPERTY

THIS PURCHASE AND SALE AGREEMENT FOR THE EXCHANGE OF REAL PROPERTY (this “Agreement”) is entered into this ___ day of _____, 2022 (the “Effective Date”), by and between the **CITY OF GEORGETOWN, TEXAS**, a home-rule municipal corporation situated in Williamson County, Texas (the “City”), and **BLOCK 27, LLC**, a Texas limited liability company (“Company”). The City and Company may be referred to herein individually as a “Party” or collectively as the “Parties”.

WHEREAS, Company owns fee title to a 1.322-acre, more or less, tract of land, being all of Block 27 of the Original Townsite of the City of Georgetown, Texas according to that map or plat filed in Volume 5, Page 2011 of the Deed Records of Williamson County, Texas, (“Block 27”);

WHEREAS, City desires to acquire a portion of Block 27, being a 0.66-acre tract of land, more or less, known as Lots 3 through 6 and the South six feet of Lots 1, 2, 7 and 8, Block 27, of the Original Townsite of the City of Georgetown, Texas according to that map or plat filed in Volume 5, Page 2011 of the Deed Records of Williamson County, Texas (the “Company Property”) for the construction of a public parknig garage;

WHEREAS, City owns fee title to a 0.66-acre tract of land, more or less, known as Lots 6 and 7 and the West 60 feet of Lots 5 and 8, Block 39, of the Original Townsite of the City of Georgetown, Texas according to that map or plat filed in Volume 5, Page 2011 of the Deed Records of Williamson County, Texas; together with a portion of Lots 1 and 4, Block 39 of the Original Townsite of the City of Georgetown, Texas, according to that map or plat filed in Volume 5, Page 2011 of the Deed Records of Williamson County, Texas, being the property conveyed to the City of Georgetown by a Deed recorded in Volume 663, Page 788 of the Deed Records of Williamson County, Texas (collectively, the “City Property”);

WHEREAS, Company desires to acquire the City Property for its eventual development;

WHEREAS, the Company Property and the City Property are both located within the Downtown Tax Increment Reinvestment Zone, and in accordance with Texas Tax Code Section 311.008, the City may buy, sell, and exchange real property within a tax increment reinvestment zone in the manner the City Council considers advisable, in order to carry out the project plan for the development or the redevelopment of the reinvestment zone;

WHEREAS, the City and Company are entering into this Agreement to set forth: (i) the rights and obligations of the City with respect to its acquisition of the Company Property; and (ii) in exchange for the City’s agreements set forth in (i), the rights and obligations of Company with respect to its acquisition of the City Property; and

WHEREAS, this Agreement is authorized by and consistent with state law, the City's Unified Development Code (the "Code"), the City's other ordinances and regulations, and other requirements governing the purchase and sale of real property within a tax increment reinvestment zone;

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants, promises and obligations by the Parties set forth in this Agreement, the Parties agree as follows:

1. The recitals set forth above are true and accurate and shall be set forth and incorporated herein as if set forth verbatim.
2. Any capitalized term set forth in this Agreement, if not defined herein, shall have the same meaning as set forth in the agreements attached as exhibits to this Agreement.
3. At a closing date and location to be determined, the Parties agree to exchange the Company Property for the City Property in accordance with the terms and conditions of this Agreement; said exchange shall be the full and fair consideration for each party's acquisition of the other party's real property.
4. The purchase and sale of the Company Property will be governed by, and performed in accordance with, the Purchase and Sale Agreement for the City Acquisition of Block 27 Tract set forth in **Exhibit A** attached to this Agreement and by this reference incorporated within it (the "Block 27 PSA").
5. The purchase and sale of the City Property will be governed by, and performed in accordance with, the Purchase and Sale Agreement for the Company Acquisition of Block 39 Tract set forth in **Exhibit B** attached to this Agreement and by this reference incorporated within it (the "Block 39 PSA").
6. As set forth more specifically in the Block 27 PSA, the City hereby agrees to i) replat Block 27 during the Review Period; ii) place a restriction on the Company Property that will require the City to provide at least 36 public parking spaces on the Company Property for use by the owners and tenants of Company's Remainder Property; and iii) include within the ultimate development of the Company Property a covered walkway to the southern entrance of the existing building on Company's Remainder Property.
7. As set forth more specifically in the Block 39 PSA, Company agrees the City may reserve and/or except from the conveyance of the City property the following:
 - a. a two- (2-) year lease of the City Property, for the City to continue using the City Property for public parking during its development of the Company Property;
 - b. fifteen- (15-) and twelve- (12-) foot alleyways to be described by a survey procured by the City, for the purpose of maintaining pedestrian and utility access and service across the City Property; and

- c. in exchange for a ONE HUNDRED THOUSAND and No/100 dollar (\$100,000.00) relocation allowance, a temporary electric easement across the City Property to allow for the existing electric facilities to remain on the City Property until they are relocated with the development of the site.

GENERAL PROVISIONS

1. The term of this Agreement will commence upon the Effective Date and continue until recordation of the deeds in the Official Public Records of Williamson County, Texas.
2. This Agreement may be modified, amended or terminated as to all or any part of the Property upon the written mutual consent of the Parties.
3. This Agreement shall be construed under and in accordance with the laws of the State of Texas.
4. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns, except as otherwise expressly provided herein.
5. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein to the extent such change does not alter the intent of the Agreement.
6. This Agreement supersedes any and all other agreements, either oral or in writing, between the Parties with respect to the subject matter hereof, and contains all of the covenants and agreements between the Parties with respect to the subject matter hereof. Each Party acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any Party, or anyone acting on behalf of any Party, that are not set forth in this Agreement, and that no agreement, statement, or promise not contained in this Agreement shall be valid or binding.
7. It is understood and agreed that this Agreement is the compromise of an existing or potential dispute and is not intended to be construed as an admission of liability on the part of any Party.
8. Each Party acknowledges that it has read and understands the effect of this Agreement, and executes this Agreement of its own free will and accord for the purposes and considerations set forth herein.
9. It is further understood and expressly agreed that this Agreement was drafted jointly by the Parties, and it is expressly agreed that neither this Agreement nor any of the documents

executed in connection with this Agreement shall ever be construed against any Party on the basis of who drafted the documents.

10. Each Party shall do all other acts, or deliver any other instruments or documents required or helpful to be done or delivered, in order to consummate the transaction contemplated hereby.
11. Time is of the essence of this Agreement and each and every provision hereof.
12. Any notice, demand, direction, request, or other instrument authorized or required by this Agreement to be given to or filed with either Party shall be deemed to have been sufficiently given or filed for all purposes if and when personally delivered or sent by certified mail, postage prepaid, return receipt requested, to the address specified below or at such other address as may be designated in writing by the Parties:

Company: Block 27, LLC
 Attn: Steve Madray, Manager
 1625 Williams Drive, Ste. 201
 Georgetown, TX 78628

City: City of Georgetown
 Attn: City Manager
 P. O. Box 409
 Georgetown, TX 78627

*For overnight mail
or personal delivery:*

808 Martin Luther King, Jr. St.
Georgetown, Tx 78626

13. Exhibits:

- (a) Exhibit A – Block 27 PSA (including attachments)
- (b) Exhibit B – Block 39 PSA (including attachments)

14. Each Party represents and warrants to the other Party that it has the full right, power and authority to enter into and perform its obligations under this Agreement.
15. In the event either Party fails to fully and timely perform any of its obligations under this Agreement or fails to close for any reason except the other Party's prior material default, the other Party may, as its sole and exclusive remedy, terminate this Agreement.

[signature pages follow]

IN WITNESS HEREOF, this Agreement has been duly executed by the parties hereto on the respective dates appearing opposite each party's signature, to be effective as of the Effective Date.

COMPANY:

Block 27, LLC, a Texas limited liability company

By: _____

Name: Steve Madray

Title: Manager

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the ____ day of _____, 2022, by Steve Madray, Manager of Block 27, LLC, a Texas limited liability company, on behalf of said company.

Notary Public, State of Texas

CITY:

City of Georgetown, Texas, a Texas
home-rule municipal corporation

By: _____

David Morgan
City Manager

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the ___ day of _____, 2022,
by David Morgan, City Manager of City of Georgetown, Texas, a Texas home-rule municipal
corporation, on behalf of said corporation.

Notary Public, State of Texas

APPROVED AS TO FORM:

James Kachelmeyer, Assistant City Attorney

EXHIBIT A
PURCHASE AND SALE AGREEMENT:
CITY ACQUISITION OF BLOCK 27 TRACT

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

THIS PURCHASE AND SALE AGREEMENT ("**Agreement**") is made by and between **Block 27, LLC**, a Texas limited liability company ("**Company**"), and the **City of Georgetown**, a home-rule municipal corporation situated in Williamson County, Texas ("**City**"), a Texas municipal corporation.

1.

Sale and Purchase: Property

1.01 **Sale and Purchase: Property**. Company hereby sells and agrees to convey unto City, and City hereby agrees to purchase from Company, for the price and subject to the provisions herein set forth:

(a) Fee simple title to approximately 0.66-acre of land, more or less, consisting of a parking lot and building generally located at 502 South Main Street, Georgetown, Williamson County, Texas 78626, described as follows:

A 0.66-acre tract of land, more or less, known as Lots 3 through 6 and the South six feet of Lots 1, 2, 7 and 8, Block 27, of the Original Townsite of the City of Georgetown, Texas according to that map or plat filed in Volume 5, Page 2011 of the Deed Records of Williamson County, Texas, (the "**Land**").

(b) All right, title and interest, if any, of Company in and to any land lying in the bed of any street, road or access way, opened or proposed, in front of, at a side of or adjoining the Land, to the centerline of such street, road, or access way; and

(c) All other rights and appurtenances belonging or in any way pertaining to the Land, including without limitation, mineral rights and royalty interests owned by Company, easements, development rights, wastewater rights, and all other rights.

The Land and all appurtenances thereto described in this Section 1.01 are hereinafter collectively called the "**Property**".

II.
Consideration

2.01 **Exchange of Real Property in Lieu of Purchase Price.** City's consideration to Company for the sale and conveyance of the Property will be payable to Seller by the conveyance of real property of equivalent value, as agreed upon by the Parties, from the City to the Company at the closing of the transaction contemplated hereby (the "Closing").

2.02 **Earnest Money.**

(a) City will deposit with Capital Title of Texas, 800 S. Austin Avenue, Suite E, Georgetown, TX 78626 (the "***Title Company***") the amount of ONE HUNDRED and No/100 dollars (\$100.00) (the "***Earnest Money***") within seven (7) business days after the Effective Date (defined in Section 7.03 below). Within five (5) business days following its receipt of the Earnest Money, the Title Company shall deliver One Hundred and NO/100 Dollars (\$100.00) from the Earnest Money to Company as ***Independent Consideration*** for City's rights to terminate this Agreement. If the transaction contemplated hereby is consummated in accordance with the terms and provisions hereof, the full amount of the Earnest Money shall be returned to the City at Closing. If the transaction is not so consummated, the Earnest Money less the Independent Consideration shall be returned to City. The Title Company shall deposit the Earnest Money into an interest-bearing money market account maintained at a federally-insured bank or savings and loan located in Williamson County, Texas. Such account shall have no penalty for early withdrawal.

III.
Title and Survey

3.01 **Survey.**

(a) Within 45 days after the Effective Date, Company will, at City's sole cost and expense, deliver or cause to be delivered to City and the Title Company a copy of a current on-the-ground survey of the Property (the "***Survey***") made by a duly licensed surveyor reasonably acceptable to City and in a form that complies with this Section and is otherwise reasonably acceptable to City and the Title Company. The Survey must: (i) be a Category 1-A Land Survey, as specified by the latest edition of the Manual of Practice for Land Surveying published by the Texas Surveyors Association, (ii) be addressed to City and the Title Company, (iii) include a point of beginning (POB) that references NAD83 State Plan Coordinates, and (iv) include:

- (1) the actual boundaries and dimensions of the Land;

(2) a metes and bounds description of the Land (unless the Land can be described by reference to a recorded plat);

(3) the location of any easements, set-back lines, encroachments, overlaps, roadways, or waterways;

(4) the outside boundary lines of all improvements and all fences;

(5) a certification by the Surveyor to the City and the Title Company: (a) that the Survey was made on the ground, (b) that the Survey is correct, (c) that the Land adjoins a publicly-dedicated roadway, and (d) that there are no discrepancies, conflicts, shortages in area, boundary line conflicts, encroachments, or visible or apparent easements, roadways, or rights-of-way, except as shown on the Survey;

(6) the Surveyor's registered number and seal; and

(7) identification of any area within the Property that has been designated by the Federal Insurance Administrator, the U.S. Army Corps of Engineers, or any other governmental agency or body as being subject to special flooding hazards, or certification that no such flood hazard area exists on the Property.

The Surveyor's certificate, attached to the Survey, must be in the form attached hereto as **Attachment 1**. Upon delivery of the Survey and approval by City and Company, the metes and bounds description of the Land will be automatically incorporated into this Agreement as Exhibit "A" to the Deed, hereinafter defined.

(b) City will have fifteen (15) days after receipt of the Survey to review and approve it or to notify Company of objections as provided in **Section 3.03** below.

3.02 **Title Commitment**. Within fifteen (15) days after the Effective Date, City shall cause Title Company to furnish to City the following:

(a) a title commitment (the "***Commitment***") covering the Property binding the Title Company to issue at Closing an owner's policy of title insurance (the "***Title Policy***") on the standard form promulgated by the Texas Department of Insurance, which policy will be in an amount equal to ONE MILLION DOLLARS and no cents (\$1,000,000.00) and will insure City's fee simple title to the Property be good and indefeasible subject to the terms of such policy;

(b) true, correct, and legible copies of any and all documents and plats, if any, referred to in the Commitment as constituting exceptions or restrictions upon the title of Company (collectively, the "**Exception Documents**"); and

(c) a record of a search of Uniform Commercial Code filings (collectively, the "**UCC Filings**") in the office of the Texas Secretary of State and office of the Williamson County Clerk showing all matters filed against Company and the Property.

3.03 Objections. On or before fifteen (15) days after City's receipt of the Commitment, the Exception Documents, and the UCC Filings, City will provide Company with written notice of any objections to the Commitment, Exception Documents and UCC Filings. All objections to the Commitment, Exception Documents, UCC Filings, or Survey raised by City in the manner herein provided are hereinafter called "**Objections**". Company will use best efforts to remedy or remove all Objections within thirty (30) days after Company's receipt of City's notice of such Objections. If Company is unable to cause the removal of any Objection despite its best efforts within such 30-day period, City may at its option: (a) terminate this Agreement in its entirety by giving Company written notice, and thereafter neither party will have any further rights, liabilities, or obligations hereunder, except as provided in Section 4.02; (b) waive, in writing, any such Objections and close; (c) attempt to cure the Objections to City's satisfaction at Company's sole cost, and Company agrees to act in good faith and cooperate with City in such efforts by City; or (d) extend the period during which Company has to remedy or remove the Objections up to an additional 30-day period and, if Company is unable or refuses to remedy or remove such Objections in such period, City may exercise any of the options described in subsections (a) through (c) of this Section 3.03. The term "**Permitted Exceptions**" will include and be limited to: (i) non-delinquent, ad valorem taxes and current installments of special assessments against the Property which are not delinquent, to highways, rights-of-way, easements, rights, covenants, mineral reservations and licenses and restrictions of record generally, to zoning ordinances, building and use restrictions and other governmental limitations, to restrictions, not currently of record, which any governmental agency may impose so as to satisfy applicable governmental requirements, and to any of the additional matters to which City may elect to take subject to as provided in this Agreement, (ii) all Exception Documents referenced in the Commitment and all matters reflected on the Survey which are not objected to by City within the period herein provided; (iii) the standard printed Schedule B exceptions modified in the manner herein provided; and (iv) any Objections which are waived in the manner herein provided. City shall have the opportunity to object to any matters reflected on any updated Commitment or Survey not previously reflected on the original Commitment and Survey tendered to City, and will give rise to the same remedies of City contained in this Section 3.03.

IV.

Review Period; Conditions, Covenants, and Representations

4.01 **Review Period; Termination Date.** For and in consideration of the Independent Consideration and other good and valuable consideration, paid to Company by City, Company hereby grants to City the right to terminate this Agreement in accordance with this Section 4.01. Notwithstanding any provision hereof to the contrary, should City determine, in its sole and absolute discretion, that the Property is for any reason or no reason not suitable desirable for City's use, City may terminate this Agreement by delivering to Company written notice of termination on or before 5:00 p.m. Georgetown, Texas time within ninety (90) days after the Effective Date (as may be extended by City, the "*Termination Date*"). **City will have the unilateral right to a thirty (30) day extension of the Termination Date, which extension may be exercised by City on or before 5:00 p.m. Georgetown, Texas time, on the original Termination Date by delivering written notice of such extension and a non-refundable extension fee in the amount of \$100.00 to Company.** For the purpose of this Section 4.01, notice of termination will be deemed delivered if sent by email to Company at the email address set forth below or the email address of Company's attorney within the time period stated with a copy sent as provided in Section 7.04 of this Agreement. The period following the Effective Date through the Termination Date is hereinafter referred to as the "*Review Period*." Upon termination of this Agreement pursuant to this Section 4.01, neither party hereto will have any further rights, liabilities, or obligations hereunder, except as provided in Section 4.02. If City terminates this Agreement pursuant to this Section 4.01, City agrees to provide Company with a copy of any appraisal(s), surveys, and environmental site assessments City may have received in connection with the Property.

4.02 **Inspection.**

(a) For so long as this Agreement is in effect, City, its agents, employees, and representatives may enter upon the Property for the purpose of inspecting the Property and conducting such tests, studies, or assessments as may be reasonably required or desired by City. However, all such site visits must be coordinated with Company. Without limiting the generality of the forgoing, City and Company acknowledge that City may, at its own cost conduct or otherwise obtain one or more Phase I or Phase II environmental site assessments of the Land, and Company consents to City's entry upon the Property to obtain such items. Notwithstanding the foregoing, City or City's consultant shall not perform any sampling, boring, drilling, or other physically invasive testing into the structures or ground comprising the Property before having submitted to Company the scope and specifications for such testing and obtained the prior written consent of Company. Company, at its option, may be present for any such invasive testing and take split samples at Company's cost and expense. City shall promptly restore any damage or alteration to the Property resulting from City and/or City's consultant inspection to substantially the same condition it was immediately before the inspection.

(b) Prior to City's consultants' entry upon the Property, City's consultants shall provide Company with insurance certificates demonstrating that all contractors meet the insurance requirements established in the City's contract(s) for services as follows:

- i. General Liability in the minimum amount of \$500,000.00 per occurrence;
- ii. Automobile liability for any owned, hired, or non-owned vehicles for a minimum limit of \$500,000.00;
- iii. Workers' compensation in compliance with applicable state statutes including employer's liability for minimum limit of \$100,000.00 bodily injury each accident, \$500,000.00 bodily injury by disease policy limit and \$100,000.00 bodily injury by disease each employee;
- iv. Professional liability insurance, if applicable, in the minimum amount of \$1,000,000.00; and
- v. Pollution liability insurance, if applicable, in the minimum amount of \$1,000,000.00.

The foregoing insurance shall be purchased by City or City's consultants for the period City's consultant is conducting work on the Property and may not be amended, changed, or canceled without at least thirty (30) days' prior written notice to Company. All liability policies shall name Company as an additional insured. Each policy required herein shall: (i) be primary without contribution from any similar insurance maintained by Company or its affiliates; (ii) (except workers' compensation and professional liability) name Company employees, officers, directors, members, managers, and their respective as an additional insured; (iii) (except for professional liability) in favor of Company, provide a waiver of subrogation or no right of recovery by City or City's consultant including their respective insurers. Limit amounts or types of coverage expressed shall not be considered limitations or maximums as respects to indemnification obligations.

Company understands that City is self-insured and does not maintain liability insurance coverage.

(c) To the extent allowed by Texas law, City is responsible for its own proportionate share of any liability for Property damage or bodily injury arising out of or connected to its activities under this Section 4.02 to the exclusion of any such liability of Company, as determined by a court of competent jurisdiction. City or City's consultant's liability for property damage or bodily injury under this Section 4.02, if any, will survive Closing. In the event City shall terminate this Agreement during the Review Period, City shall provide copies of all then existing test and study reports to Company.

(d) Company further agrees to make available to City and to allow City, its agents, employees and representatives to inspect and make copies of, all maps, surveys, and development plans and notices and correspondence from governmental entities with respect to the Property, and all books, records, files, reports, and other documents and related items in any way pertaining to the Property (collectively, the "**Documents**"), if any, which are in Company's possession or control, except that appraisals and attorney-client privileged communications are excluded from and shall not be considered review materials under this Section 4.02.

(e) If, during City's inspection of the Property pursuant to this Section 4.02, City discovers the Company's representations, warranties, or covenants contained herein are not true or have been breached, City may pursue any and all the remedies set forth in Section 5.01 of this Agreement, including but not limited to extending the time of Closing by 30 days to allow Company to correct the condition.

4.03 **Replating and Site Development.**

(a) During the Review Period, City will, at City's sole cost, seek approval from the City of Georgetown Planning and Zoning Commission of a replat of the entirety of Block 27 of the Original Townsite of the City of Georgetown, Texas according to that map or plat filed in Volume 5, Page 2011 of the Deed Records of Williamson County, Texas (the "**Replat**"). Company agrees to act in good faith and cooperate with City in such efforts by City. The Replat will create two lots within Block 27, one encompassing the Land and one that includes the remainder of Company's property, being Lots 1, 2, 7, and 8 of Block 27, less the South six (6) feet of said lots ("**Company's Remainder Land**"). The Replat will only include plat notes, covenants, and restrictions agreed upon by the Parties, whose agreement is not to be unreasonably withheld, or otherwise required by Governmental Requirements, hereinafter defined. Notwithstanding the foregoing, the Parties hereby agree the Replat shall include a restriction that the Land, at all times that the Land is not actively under construction or otherwise closed for a public purpose, shall include at least 36 public parking spaces available for use by the owners, lessees, or invitees of Company's Remainder Land, in addition to the public. Said parking spaces shall not be reserved for Company or Company's Remainder Land.

(b) During the City's site development of the Land, City shall include in the plans for the development a covered walkway to the southern entrance of the existing building located on Company's Remainder Land and located at 501 South Austin Avenue. This Section 4.03(b) shall survive Closing.

(c) During the City's site development of the Land, City shall relocate any existing irrigation lines or other private utilities within the Land onto Company's Remainder Land. Until such time, the Parties agree the existing irrigation lines and other

private utilities within the Land may continue to exist and operate in accordance with the current conditions. This Section 4.03(c) shall survive Closing.

4.04 **Conditions Precedent to City's Obligations.** City's obligation to consummate the transaction contemplated under the terms and provisions of this Agreement is expressly subject to the satisfaction of the following conditions on or before Closing:

(a) all of Company's representations and warranties made herein will continue to be true as of the date of Closing;

(b) Company will have complied with all of its covenants and obligations hereunder; and

(c) **ANY PROVISION IN THIS AGREEMENT TO THE CONTRARY NOTWITHSTANDING, IT IS UNDERSTOOD AND AGREED THAT THE CITY'S OBLIGATIONS UNDER THIS AGREEMENT (EXCEPT AS PROVIDED IN SECTION 4.02) ARE SUBJECT TO THE APPROVAL OF THIS AGREEMENT BY THE GEORGETOWN CITY COUNCIL. UPON EXECUTION OF THIS AGREEMENT BY COMPANY AND CITY, CITY AGREES TO PRESENT THIS AGREEMENT TO THE GEORGETOWN CITY COUNCIL WITHIN THE REVIEW PERIOD. IF APPROVAL OF THIS AGREEMENT IS NOT OBTAINED BY THE TIME FOR CLOSING SPECIFIED HEREIN, THIS AGREEMENT SHALL TERMINATE, AND SHALL BE OF NO FURTHER FORCE AND EFFECT.**

If the conditions set forth in this Section 4.04 are not satisfied for any reason, City may, at City's option: (a) terminate this Agreement by giving Company written notice of such election at Closing, and thereafter neither party shall have any further rights, liabilities, or obligations hereunder except as may be provided in Sections 4.02 and 5.01; (b) waive any of such condition(s) (except for the condition described in Section 4.04(c), which may not be waived) and proceed to Closing in accordance with the remaining terms hereof; or (c) extend the time of Closing for a period of up to 30 days in which to allow Company to satisfy such conditions, and, if such conditions are not satisfied in such period, exercise either of the options set forth above in subsections (a) or (b) of this paragraph.

4.05 **Covenants of Company.** Company agrees that between the Effective Date and the Closing Date, Company will:

(a) not sell, mortgage, pledge, lease, exchange, assign, transfer, convey or otherwise encumber, dispose of, or otherwise grant any rights affecting all or any part of the Property, without City's prior written consent;

(b) not cut or remove any trees or other vegetation from the Property or otherwise take any action to develop, improve, or alter the Property, without City's prior written consent; and

(c) notify City of any legal, political or administrative proceeding instituted or threatened which might have any effect on the Property, its value, or the rights to possession of the Property promptly upon Company's obtaining written notice of any such proceeding.

4.06 **Representations and Warranties of Company.** Company represents and warrants to City the following:

(a) The Property has full and free access to and from a dedicated public roadways and there is no pending or any threatened proceeding by any governmental authority or any other fact or condition which might limit or result in the termination of such access.

(b) The Property is free from Hazardous Materials, hereinafter defined.

(c) There are no attachments, executions, assignments for the benefit of creditors, or voluntary or involuntary proceedings in bankruptcy or under other debtor relief laws contemplated by, pending, or threatened against Company.

(d) The person(s) signing this Agreement as Company or on behalf of Company together have the full right, power and authority to enter into this Agreement as Company and to carry out Company's obligations, including the conveyance of the Property to City as provided in this Agreement, without the joinder, authorizations, consent, or approval of any other person, entity, tribunal governmental authority.

(e) Company owns and will convey to City fee simple title to the Property at Closing pursuant to the terms of this Agreement.

(f) Except for the Permitted Exceptions, there are no outstanding written or oral leases or agreements relating to the use or possession of the Property and there are no parties claiming any rights to possession of the Property.

(g) There are no special assessments of any kind presently pending against the Property, and Company has not received any notice of any special assessments being contemplated.

(h) No notice of a violation of any Governmental Requirement (defined below) has been issued to Company, and there are no actions, suits, or proceedings pending or threatened against Company affecting any portion of the Property or affecting Company's

ability to sell and convey the Property, at law or in equity, or before any governmental authority, including but not limited to proceedings to enforce the power of eminent domain or condemnation by any governmental authority possessing such powers.

(i) There are no agreements to which Company is a party, or written notices that Company has received, which in any way affect any portion of the Property or affect Company's ability to sell or convey the Property.

The representations and warranties made in this Section 4.05 will terminate at Closing. By executing and delivering the Deed (defined in Section 6.02), Company will be deemed to have made the foregoing representations and warranties as of the date of Closing.

As used herein, the term "*Hazardous Materials*" shall mean (i) any hazardous waste as defined by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901 et. seq.), as amended from time to time, and regulations promulgated thereunder; (ii) any hazardous substance as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. Section 9601 et. seq.), as amended from time to time, and regulations promulgated thereunder (including petroleum-based products as described therein); (iii) other petroleum and petroleum-based products; (iv) asbestos in any quantity or form which would subject it to regulation under any applicable Governmental Requirements; (v) polychlorinated biphenyls; (vi) any substance, the presence of which on the Property is prohibited by any Governmental Requirements; and (vii) any other substance which, by any Governmental Requirements, requires special handling in its collection, storage, treatment or disposal. The term "Governmental Requirements" shall mean all laws, ordinances, statutes, codes, rules, regulations, orders and decrees of any governmental authorities having jurisdiction over the Property.

V. Remedies

5.01 **City's Remedies.** If Company fails or refuses to timely comply with its obligations hereunder or is unable to do so as the result of its act or failure to act or, at Closing, any of Company's representations, warranties, or covenants contained herein are not true or have been breached, City may, at its option and as its sole and exclusive remedies, to either: (a) terminate this Agreement by giving Company timely written notice of such election prior to or at Closing, and thereupon this Agreement will terminate and City will be entitled to the immediate return of the Earnest Money, and thereafter Company and City will be relieved and released of all further obligations, claims, and liabilities hereunder (except the obligations of City and City's consultant, if any, under Section 4.02, and any obligations, claims, and liabilities that expressly survive the termination of this Agreement); (b) to waive, prior to or at Closing, as applicable, the applicable objection or condition and proceed to close the transaction contemplated hereby in accordance with the remaining terms hereof; (c) enforce specific performance; or (d) if the condition is one which is correctable, extend the time of Closing for a period of up to 30 days and, if such condition

is not corrected in such period, exercise any of the remedies set forth in subsections (a), (b) or (c) of this Section 5.01.

VI. Closing

6.01 **Closing Date**. This transaction will close (the "***Closing***") in escrow, and the Title Company shall act as escrow agent, no later than 5:00 p.m. Georgetown, Texas time ten (10) days from the expiration of the Review Period, (the "***Closing Date***") at a time mutually agreed upon by Company and City. A copy of this Agreement shall be deposited with the escrow agent and shall constitute the escrow instructions. The escrow agent may supplement this Agreement with the standard provisions customarily used by the escrow agent as a part of the Title Company's escrow instructions; however in the event of any conflict between this Agreement and the Title Company's escrow instructions, this Agreement shall control.

6.02 **Closing Matters**. At the Closing, (a) Company will (i) execute, acknowledge, and deliver to City a warranty deed (the "***Deed***"), substantially in the form attached hereto as **Attachment 2**; (ii) deliver to City such evidence of authority to close this Agreement as City and Title Company reasonably request; (iii) deliver possession of the Property to City; (iv) execute, acknowledge, and deliver to City an affidavit certifying that Company is not a foreign person within the meaning of Sections 1445 of the Internal Revenue Code of 1986, as amended; (v) deliver to City the tax certificates described in Section 6.04; and (vi) execute, acknowledge, and deliver to City such other documents that may be reasonably required by City or Title Company to consummate the transactions contemplated hereby; and (b) City will (i) deliver to Company a deed without warranty conveying fee simple title to a City property of equivalent value; and (ii) execute, acknowledge, and deliver to Company such other documents that may be reasonably required by Company or Title Company to consummate the transaction contemplated hereby.

6.03 **Closing Costs**. Company shall pay no costs at Closing except as set forth herein. City will pay: (i) the fee for the recording of the Deed; (ii) the cost of the Survey; (iii) the cost of the Commitment and Title Policy, including any costs of the Underwriter; (iv) any escrow fee charged by the Title Company; (v) all costs for any tax certificates; and (vi) the cost of any feasibility tests or studies conducted by City pursuant to Section 4.02. Each party will be responsible for the payment of its own attorney's fees and broker's fees incurred in connection with this transaction.

6.04 **Prorations**. Water, wastewater, and utility charges; Ad Valorem Taxes (defined below); and any other items of income or operational expenses owing in connection with the Property (and only the Property) for the year of Closing will be prorated to the date of Closing. If, at Closing, prorations information for any item to be prorated is not available, the applicable prorations will be based on the latest available information. Company will deliver to City, at Closing, at City's sole cost, a certificate from each taxing authority having jurisdiction of the

Property to the effect that all taxes for years prior to the year in which Closing occurred have been paid in full.

Company shall be liable and responsible the payment of all ad valorem and similar taxes and assessments on the Property for the calendar year in which Closing occurs up to and including the Closing Date (“*Ad Valorem Taxes*”). If Ad Valorem Taxes are due and payable to Williamson County Tax Assessor at the time of the Closing, Company shall pay the Ad Valorem Taxes at Closing. If Ad Valorem Taxes are not due and payable at Closing, Company shall be liable and responsible for the payment of the Ad Valorem Taxes not yet due and payable, prorated up to and including the Closing Date, based on the most recent tax bills available, and such proration shall be final and binding upon the parties hereto.

VII.
Miscellaneous

7.01 **Entire Agreement.** This Agreement contains the entire agreement of the parties hereto regarding the subject matter described herein. There are no other agreements, oral or written, between the parties regarding the subject matter described herein, and this Agreement can be amended only by a written agreement signed by the parties. The recitals, exhibits, and attachments to this Agreement are hereby incorporated herein for all purposes.

7.02 **Binding.** This Agreement, and the terms, covenants, and conditions herein contained, will inure to the benefit of and be binding upon the heirs, personal representatives, successors, and assigns of each of the parties hereto.

7.03 **Effective Date.** The effective date (the “*Effective Date*”) of this Agreement will be the later date that both Company and City have signed and executed this Agreement.

7.04 **Notice.** Any notice, communication, request, reply, or advice (severally and collectively referred to as “*Notice*”) provided to permitted to be given under this Agreement must be in writing. Notice may, unless otherwise provided herein, be given or served (a) by depositing the Notice in the United States Mail, postage prepaid, certified mail, and addressed to the Party to be notified at Notice listed for that party below address, which that the sender has at the time of mailing, with return receipt requested; (b) by delivering the same to such party, or an agent of such party; or (c) by electronic transmission, provided a machine-generated confirmation of receipt is received. Notice deposited in the mail in the manner hereinabove described shall be effective two (2) days after such deposit. Notice given in any other manner shall be effective only if and when received by the Party to be notified. For the purposes of Notice, the addresses of the parties shall, until changed as provided below, be as follows:

Company: Block 27, LLC
 Attn: Steve Madray, Manager
 1625 Williams Drive, Ste. 201

Georgetown, TX 78628

City: City of Georgetown
Attn: City Manager
P.O. Box 409
Georgetown, TX 78627

With a Copy to: City of Georgetown
Attn: City Attorney
P.O. Box 409
Georgetown, TX 78627

The parties hereto will have the right from time to time to change their respective addresses for Notice, and each will have the right to specify as its address any other address within the United States of America by at least five (5) days' written notice to the other party delivered in the manner described in this Section 7.04.

7.05 **Condemnation and Litigation**. If, prior to Closing, any governmental or other entity having condemnation authority institutes an eminent domain proceeding or takes any steps preliminary thereto (including the giving of any direct or indirect offer to purchase or notice of intent to institute such proceedings) with regard to the Property, or any part thereof, and the same is not withdrawn or dismissed on or before ten (10) days prior to Closing or such proceeding(s) are adjudicated prior to Closing, City will be entitled either to terminate this Agreement upon written notice to Company or to waive such right of termination, proceed to Closing, and receive an assignment from Company of all condemnation or sale proceeds. In the event of termination of this Agreement pursuant to this Section 7.05, neither City nor Company will have any further rights or obligations hereunder except as provided in Section 4.02. This Section 7.05 will survive Closing.

7.06 **Utility District**. If the Property is situated within a utility district subject to the provisions of Sections 49.452 and 49.453 of the Texas Water Code, then at or prior to the Closing, Company agrees to give City the written notice required by such statute and City agrees to sign and acknowledge the notice to evidence receipt thereof.

7.07 **Time**. Time is of the essence in all things pertaining to the performance of this Agreement. If any date or any period provided in this Agreement ends on a Saturday, Sunday, or a legal holiday on which banks are required or permitted to close in Georgetown, Texas, the applicable period will be extended to the first business day following such Saturday, Sunday, or legal holiday.

7.08 **Survival of Representations and Warranties**. All representations and warranties made herein by Company and City shall be true and correct on and as of Closing with the same

force and effect as if made at that time, and unless otherwise specified herein to survive Closing, shall terminate at Closing.

7.09 **Assignment**. This Agreement may not be assigned by either Party without the prior written consent of the other Party.

7.10 **Survival of Obligations**. To the extent necessary to carry out the terms and provisions hereof, the terms, conditions, warranties, representations, obligations, and rights set forth herein shall terminate at the time of Closing unless otherwise specified herein to survive Closing, and shall merge into the various documents executed and delivered at the time of Closing. If City terminates this Agreement pursuant to any right of termination hereunder, the Earnest Money, less the Independent Consideration, will be refunded immediately to City, and thereafter, City and Company shall have no further rights or obligations under this Agreement except for those rights and obligations that expressly survive the termination of this Agreement.

7.11 **Applicable Law and Venue**. The construction and validity of this Agreement shall be governed by the laws of the State of Texas. This Agreement is performable in Williamson County, Texas to the extent permitted by applicable law.

7.12 **Severability**. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement, or its application, shall for any reason be held invalid or unenforceable by a court of competent jurisdiction, that provision shall be stricken from this Agreement, and the remainder of the Agreement will remain valid and enforceable to the extent permitted by law.

7.13 **No Party to be Deemed Drafter**. Company and City have both had the opportunity to have legal counsel examine this Agreement and to propose changes to clarify any ambiguities. Accordingly, in any interpretation of this Agreement, an ambiguity will not be resolved by interpreting the Agreement against the drafter. The language of this Agreement will be interpreted according to its plain meaning and not for or against either party. This Section 7.13 will survive the Closing or earlier termination of this Agreement.

7.14 **Designation of Certifying Person**. Company and City hereby designate the Title Company as the person responsible for all information reporting required under Section 6045(e) of the Internal Revenue Code of 1986, as amended, and Company and City hereby agree to provide to the Title Company any information it requests that is reasonably necessary to this Section 7.14.

7.15 **Arms' Length Transaction**. Company acknowledges that the transaction contemplated by this Agreement is an arms' length transaction negotiated freely between Company and City and is not being conducted under the threat or imminence of condemnation.

7.16 **Confidentiality**. Company and City agree that the terms of this Agreement shall be confidential and that neither party will disclose the terms of this Agreement to any person or entity, except only as follows: (a) such disclosures as may be necessary to consummate the terms and provisions of this Agreement; (b) disclosures to the employees, agents, accountants or attorneys of the respective parties; and (c) disclosures as may be required by law, court order, governmental or regulatory reporting requirements, or other similar requirements.

7.17 **Approval**. ANY PROVISION IN THIS AGREEMENT TO THE CONTRARY NOTWITHSTANDING, IT IS UNDERSTOOD AND AGREED THAT THE **CITY'S OBLIGATIONS UNDER THIS AGREEMENT ARE SUBJECT TO THE APPROVAL OF THIS AGREEMENT BY THE GEORGETOWN CITY COUNCIL**. UPON EXECUTION OF THIS AGREEMENT BY COMPANY, CITY AGREES TO PROMPTLY PRESENT THIS AGREEMENT TO THE GEORGETOWN CITY COUNCIL. IN EVENT APPROVAL OF THIS AGREEMENT IS NOT OBTAINED BY THE TIME FOR CLOSING SPECIFIED HEREIN, THIS AGREEMENT SHALL TERMINATE AND SHALL BE OF NO FURTHER FORCE AND EFFECT.

[The remaining page is intentionally left blank; signatures on the next page.]

IN WITNESS HEREOF, this Agreement has been duly executed by the parties hereto on the respective dates appearing opposite each party's signature, to be effective as of the Effective Date as it is defined in Section 7.03.

COMPANY:

Block 27, LLC, a Texas limited liability company

By: _____

Name: Steve Madray

Title: Manager

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the ___ day of _____, 2022, by Steve Madray, Manager of Block 27, LLC, a Texas limited liability company, on behalf of said company.

Notary Public, State of Texas

CITY:

City of Georgetown, Texas, a Texas
home-rule municipal corporation

By: _____
David Morgan
City Manager

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the ____ day of _____, 2022, by David Morgan, City Manager of City of Georgetown, Texas, a Texas home-rule municipal corporation, on behalf of said corporation.

Notary Public, State of Texas

APPROVED AS TO FORM:

James Kachelmeyer, Assistant City Attorney

Attachment 1 to
Exhibit A

SURVEYOR'S CERTIFICATE

TO: _____, Owner; Longhorn Title Company

The undersigned Registered Professional Land Surveyor (the "**Surveyor**") hereby certifies that (a) this survey and the property description set forth hereon are true and correct and prepared from an actual current on-the-ground survey of the real property (the "**Property**") shown hereon; (b) such survey was conducted by the Surveyor, or under his or her supervision; (c) the actual boundaries and dimensions of the Land; (d) a metes and bounds description of the Land (unless the Land can be described by reference to a recorded plat); (e) the outside boundary lines of all improvements and all fences; (f) all monuments shown hereon actually exist, and the location, size, and type of material thereof are correctly shown; (g) except as shown hereon, there are no visible encroachments onto the Property or on rights-of-way or easements appurtenant to the Property or visible protrusions therefrom, there are no visible easements or rights-of-way on the Property and there are no visible discrepancies, conflicts, or boundary line conflicts; (h) the Property adjoins a public roadway; (i) all those easements as listed in Schedule B of Title Commitment GF# _____ dated _____ have been shown or noted hereon; (j) the boundaries, dimensions and other details shown hereon are true and correct; and (k) this survey complies with the standards of a Category 1A, Land Title Survey, Condition III survey as specified by the latest edition of the "Manual of Practice for Land Surveying in Texas" published by the Texas Society of Professional Surveyors.

EXECUTED this _____ day of _____ 2022.

(Name - Typed or Printed)

Registered Professional Land Surveyor No. _____

Address: _____

Attachment 2 to Exhibit A

GENERAL WARRANTY DEED

NOTICE OF CONFIDENTIALITY RIGHTS: *If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: Your social security number or your driver's license number.*

DATE: _____, 2022

GRANTOR: Block 27, LLC, a Texas limited liability company

GRANTOR'S MAILING ADDRESS (including County): 1625 Williams Drive,
Georgetown, Williamson County, Texas 78628

GRANTEE: City of Georgetown, a Texas home-rule municipal corporation

GRANTEE'S MAILING ADDRESS (including County): P.O. Box 409, Georgetown,
Williamson County, Texas 78627

CONSIDERATION: Ten and No/100 Dollars (\$10.00) and other good and valuable consideration.

PROPERTY (including any improvements):

Being a 0.66-acre tract, more or less, said tract being more fully described as all of Lot __, Block ____ of the _____ Subdivision, a plat or map thereof being recorded in Document Number _____ of the Official Public Records of Williamson County, Texas (the "Property").

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

This conveyance is made, delivered and accepted subject to any and all easements, covenants, leases, rights-of-way, conditions, restrictions, outstanding mineral interests and royalty interests, if any, relating to the Property, to the extent, and only to the extent, that the same may still be in force and effect and shown in the Official Public Records of Williamson County, Texas.

Grantor, for the consideration and subject to the Reservations From and Exceptions to Conveyance and Warranty, GRANTS, SELLS, and CONVEYS to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and hold it to Grantee and Grantee's heirs, successors and assigns forever. Grantor binds Grantor and Grantor's heirs, successors and assigns to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against

Attachment 2 to Exhibit A

every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations From and Exceptions to Conveyance and Warranty.

GRANTOR:

Block 27, LLC, a Texas limited liability company

By: _____

Name: _____

Title: _____

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

ACKNOWLEDGEMENT

This instrument was acknowledged before me on the ____ day of _____, 20____, by _____, _____ of Block 27, LLC, a Texas limited liability company.

Notary Public, State of Texas

AFTER RECORDING RETURN TO:
City of Georgetown
Attn: Real Estate Services
P.O. Box 409
Georgetown, Texas 78627

EXHIBIT B
PURCHASE AND SALE AGREEMENT:
COMPANY ACQUISITION OF BLOCK 39 TRACT

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

THIS PURCHASE AND SALE AGREEMENT ("**Agreement**") is made by and between **Block 27, LLC**, a Texas limited liability company ("**Company**"), and the **City of Georgetown**, a home-rule municipal corporation situated in Williamson County, Texas ("**City**"), a Texas municipal corporation.

1.

Sale and Purchase: Property

1.01 **Sale and Purchase: Property**. City hereby sells and agrees to convey unto Company, and Company hereby agrees to purchase from City, for the price and subject to the provisions herein set forth:

(a) Subject to the Reservations From and Exceptions to the Conveyance as set forth in Section 1.02 of this Agreement, fee simple title to approximately 0.66-acre of land, more or less, consisting of a parking lot and building generally located at 601 South Main Street and 111 East 7th Street, Georgetown, Williamson County, Texas 78626, described as follows:

A 0.66-acre tract of land, more or less, known as Lots 6 and 7 and the West 60 feet of Lots 5 and 8, Block 39, of the Original Townsite of the City of Georgetown, Texas according to that map or plat filed in Volume 5, Page 2011 of the Deed Records of Williamson County, Texas; together with a portion of Lots 1 and 4, Block 39 of the Original Townsite of the City of Georgetown, Texas, according to that map or plat filed in Volume 5, Page 2011 of the Deed Records of Williamson County, Texas, being the property conveyed to the City of Georgetown by a Deed recorded in Volume 663, Page 788 of the Deed Records of Williamson County, Texas (collectively, the "**Land**").

(b) All other rights and appurtenances belonging or in any way pertaining to the Land, including without limitation, mineral rights and royalty interests owned by City, easements, development rights, wastewater rights, and all other rights.

The Land and all appurtenances thereto described in this Section 1.01 are hereinafter collectively called the "**Property**".

1.02 **Reservations and Exceptions**. City hereby reserves from and excepts to the conveyance of the Property to Company the following rights:

(a) City reserves the right to lease the Property from Company for a term of two (2) years, commencing on the Closing Date, hereinafter defined, in order to continue to provide public use of the existing parking lots on the Property (the “*Lease*”), in accordance with the terms of a Lease Agreement to be agreed upon the Parties during the Review Period, hereinafter defined. During the term of the Lease, City shall be entitled to use or maintain the Property as City deems necessary, provided that upon expiration or termination of the Lease, City shall, at Company’s written election, either restore the Property to substantially the same condition as of the Closing Date or relinquish possession of the Property on an “as-is”, “where-is” basis. Notwithstanding the foregoing, City shall have the right and authority to remove from the Property any improvements belong to or installed by City, including but not limited to personal property, fixtures, signs, landscaping, or other similar improvements (e.g., memorials) at any time prior to the expiration or termination of the Lease, without any obligation to restore those improvements to the condition as of the Closing Date.

(b) In the Deed, hereinafter defined, City shall have the right to reserve from the conveyance public utility and access easements across the South fifteen (15) feet of Lots 5 and 6, the North fifteen (15) feet of Lot 4, and the East twelve (12) feet of the portion of Lots 1 and 4 conveyed to the City by a Deed recorded in Volume 663, Page 788 of the Deed Records of Williamson County, Texas, each Lot being of Block 39 of the Original Townsite of the City of Georgetown, Texas, as public alleyways, for purposes of maintaining access and utilities through the Block (the “*Reserved Easements*”). Prior to the Closing Date, City shall cause the preparation by a licensed surveyor registered with the State of Texas of a metes and bounds and survey sketch for the areas of the Reserved Easements, which shall be attached to the Deed and incorporated therein.

(c) In the Deed, City shall have the right to reserve from the conveyance a temporary electric easement across the Property, in order to maintain and operate City’s existing transformer and related appurtenances until such time as Company, or a successor or assign, relocates them in accordance with Section 2.03 of this Agreement.

1.03 **Restrictions**. Company hereby acknowledges that the Property is located within the Downtown Tax Increment Reinvestment Zone and that City is selling the Property in accordance with Texas Tax Code Section 311.008, which authorizes the City to sell real property within a tax increment reinvestment zone in the manner the City Council considers advisable, in order to carry out the project plan for the development or the redevelopment of a reinvestment zone. Accordingly, Company acknowledges and agrees that the Property may only be used for purposes consistent with the project plan for the Downtown Tax Increment Reinvestment Zone and hereby

agrees that the Deed may include as an exhibit Restrictions to Use of the Property (the “**Restrictions**”) consistent with the requirements of this Section 1.03, substantially similar to the Restrictions set forth as Attachment 3 to this Agreement and hereby incorporated herein.

II. Consideration

2.01 **Exchange of Real Property in Lieu of Purchase Price.** Company’s consideration to City for the sale and conveyance of the Property will be payable to Seller by the conveyance of real property of equivalent value, as agreed upon by the Parties, from the Company to the City at the closing of the transaction contemplated hereby (the “**Closing**”).

2.02 **Earnest Money.**

(a) Company will deposit with Capital Title of Texas, 800 S. Austin Avenue, Suite E, Georgetown, TX 78626 (the “**Title Company**”) the amount of ONE HUNDRED and No/100 dollars (\$100.00) (the “**Earnest Money**”) within seven (7) business days after the Effective Date (defined in Section 7.03 below). Within five (5) business days following its receipt of the Earnest Money, the Title Company shall deliver One Hundred and NO/100 Dollars (\$100.00) from the Earnest Money to City as **Independent Consideration** for Company’s rights to terminate this Agreement. If the transaction contemplated hereby is consummated in accordance with the terms and provisions hereof, the full amount of the Earnest Money shall be returned to the Company at Closing. If the transaction is not so consummated, the Earnest Money less the Independent Consideration shall be returned to Company. The Title Company shall deposit the Earnest Money into an interest-bearing money market account maintained at a federally insured bank or savings and loan located in Williamson County, Texas. Such account shall have no penalty for early withdrawal.

2.03 **Electric Allowance.** As additional consideration, and specifically as consideration for the temporary electric easement rights reserved in accordance with Section 1.02(c) of this Agreement, City hereby agrees that the City’s Electric Utility shall provide Company, or its successors or assigns, a credit or allowance of ONE HUNDRED THOUSAND and No/100 dollars (\$100,000.00) to be applied exclusively to the future relocation of the City’s existing transformer and related appurtenances at the time of Company’s, or its successor’s or assign’s, development of the Property (the “**Electric Allowance**”). Said Electric Allowance shall be applied towards any invoice, cost estimate, or charge that the City’s Electric Utility may bill Company, or its successor or assign, for “make-ready” work necessary for the development of the Property. Company, or its successor or assign, may claim the Electric Allowance by presenting a fully executed copy of this Agreement at the time the payment for said work is due. This Section 2.03 will survive Closing.

III.
Title and Survey

3.01 **Survey.**

(a) Within 45 days after the Effective Date, City will, at City's sole cost and expense, deliver or cause to be delivered to Company and the Title Company a copy of a current on-the-ground survey of the Property (the “***Survey***”) made by a duly licensed surveyor reasonably acceptable to Company and in a form that complies with this Section and is otherwise reasonably acceptable to Company and the Title Company. The Survey must: (i) be a Category 1-A Land Survey, as specified by the latest edition of the Manual of Practice for Land Surveying published by the Texas Surveyors Association, (ii) be addressed to Company and the Title Company, (iii) include a point of beginning (POB) that references NAD83 State Plan Coordinates, and (iv) include:

- (1) the actual boundaries and dimensions of the Land;
- (2) a metes and bounds description of the Land (unless the Land can be described by reference to a recorded plat);
- (3) the location of any easements, set-back lines, encroachments, overlaps, roadways, or waterways;
- (4) the outside boundary lines of all improvements and all fences;
- (5) a certification by the Surveyor to the Company and the Title Company: (a) that the Survey was made on the ground, (b) that the Survey is correct, (c) that the Land adjoins a publicly-dedicated roadway, and (d) that there are no discrepancies, conflicts, shortages in area, boundary line conflicts, encroachments, or visible or apparent easements, roadways, or rights-of-way, except as shown on the Survey;
- (6) the Surveyor's registered number and seal; and
- (7) identification of any area within the Property that has been designated by the Federal Insurance Administrator, the U.S. Army Corps of Engineers, or any other governmental agency or body as being subject to special flooding hazards, or certification that no such flood hazard area exists on the Property.

The Surveyor's certificate, attached to the Survey, must be in the form attached hereto as **Attachment 1**. Upon delivery of the Survey and approval by Company and City, the

metes and bounds description of the Land will be automatically incorporated into this Agreement as Exhibit "A" to the Deed, hereinafter defined.

(b) Company will have fifteen (15) days after receipt of the Survey to review and approve it or to notify City of objections as provided in Section 3.03 below.

3.02 **Title Commitment.** Within fifteen (15) days after the Effective Date, City shall cause Title Company to furnish to Company the following:

(a) a title commitment (the "***Commitment***") covering the Property binding the Title Company to issue at Closing an owner's policy of title insurance (the "***Title Policy***") on the standard form promulgated by the Texas Department of Insurance, which policy will be in an amount equal to ONE MILLION DOLLARS and no cents (\$1,000,000.00) and will insure Company's fee simple title to the Property be good and indefeasible subject to the terms of such policy;

(b) true, correct, and legible copies of any and all documents and plats, if any, referred to in the Commitment as constituting exceptions or restrictions upon the title of City (collectively, the "***Exception Documents***"); and

(c) a record of a search of Uniform Commercial Code filings (collectively, the "***UCC Filings***") in the office of the Texas Secretary of State and office of the Williamson County Clerk showing all matters filed against City and the Property.

3.03 **Objections.** On or before fifteen (15) days after Company's receipt of the Commitment, the Exception Documents, and the UCC Filings, Company will provide City with written notice of any objections to the Commitment, Exception Documents and UCC Filings. All objections to the Commitment, Exception Documents, UCC Filings, or Survey raised by Company in the manner herein provided are hereinafter called "***Objections***". City will use best efforts to remedy or remove all Objections within thirty (30) days after City's receipt of Company's notice of such Objections. If City is unable to cause the removal of any Objection despite its best efforts within such 30-day period, Company may at its option: (a) terminate this Agreement in its entirety by giving City written notice, and thereafter neither party will have any further rights, liabilities, or obligations hereunder, except as provided in Section 4.02; (b) waive, in writing, any such Objections and close; (c) attempt to cure the Objections to Company's satisfaction at Company's sole cost, and City agrees to act in good faith and cooperate with Company in such efforts by Company; or (d) extend the period during which City has to remedy or remove the Objections up to an additional 30-day period and, if City is unable or refuses to remedy or remove such Objections in such period, Company may exercise any of the options described in subsections (a) through (c) of this Section 3.03. The term "***Permitted Exceptions***" will include and be limited to: (i) non-delinquent, ad valorem taxes and current installments of special assessments against the Property which are not delinquent, to highways, rights-of-way,

easements, rights, covenants, mineral reservations and licenses and restrictions of record generally, to zoning ordinances, building and use restrictions and other governmental limitations, to restrictions, not currently of record, which any governmental agency may impose so as to satisfy applicable governmental requirements, and to any of the additional matters to which Company may elect to take subject to as provided in this Agreement, (ii) all Exception Documents referenced in the Commitment and all matters reflected on the Survey which are not objected to by Company within the period herein provided; (iii) the standard printed Schedule B exceptions modified in the manner herein provided; and (iv) any Objections which are waived in the manner herein provided. Company shall have the opportunity to object to any matters reflected on any updated Commitment or Survey not previously reflected on the original Commitment and Survey tendered to Company, and will give rise to the same remedies of Company contained in this Section 3.03.

IV.

Review Period; Conditions, Covenants, and Representations

4.01 **Review Period; Termination Date.** For and in consideration of the Independent Consideration and other good and valuable consideration, paid to City by Company, City hereby grants to Company the right to terminate this Agreement in accordance with this Section 4.01. Notwithstanding any provision hereof to the contrary, should Company determine, in its sole and absolute discretion, that the Property is for any reason or no reason not suitable desirable for Company's use, Company may terminate this Agreement by delivering to City written notice of termination on or before 5:00 p.m. Georgetown, Texas time within ninety (90) days after the Effective Date (as may be extended by Company, the "***Termination Date***"). **Company will have the unilateral right to a thirty (30) day extension of the Termination Date, which extension may be exercised by Company on or before 5:00 p.m. Georgetown, Texas time, on the original Termination Date by delivering written notice of such extension and a non-refundable extension fee in the amount of \$100.00 to City.** For the purpose of this Section 4.01, notice of termination will be deemed delivered if sent by email to City at the email address set forth below or the email address of City's attorney within the time period stated with a copy sent as provided in Section 7.04 of this Agreement. The period following the Effective Date through the Termination Date is hereinafter referred to as the "***Review Period***." Upon termination of this Agreement pursuant to this Section 4.01, neither party hereto will have any further rights, liabilities, or obligations hereunder, except as provided in Section 4.02. If Company terminates this Agreement pursuant to this Section 4.01, Company agrees to provide City with a copy of any appraisal(s), surveys, and environmental site assessments Company may have received in connection with the Property.

4.02 **Inspection.**

(a) For so long as this Agreement is in effect, Company, its agents, employees, and representatives may enter upon the Property for the purpose of inspecting the Property

and conducting such tests, studies, or assessments as may be reasonably required or desired by Company. However, all such site visits must be coordinated with City. Without limiting the generality of the foregoing, Company and City acknowledge that Company may, at its own cost conduct or otherwise obtain one or more Phase I or Phase II environmental site assessments of the Land, and City consents to Company's entry upon the Property to obtain such items. Notwithstanding the foregoing, Company or Company's consultant shall not perform any sampling, boring, drilling, or other physically invasive testing into the structures or ground comprising the Property before having submitted to City the scope and specifications for such testing and obtained the prior written consent of City. City, at its option, may be present for any such invasive testing and take split samples at City's cost and expense. Company shall promptly restore any damage or alteration to the Property resulting from Company and/or Company's consultant inspection to substantially the same condition it was immediately before the inspection.

(b) Prior to Company's consultants' entry upon the Property, Company's consultants shall provide City with insurance certificates demonstrating that all contractors meet the insurance requirements established in the Company's contract(s) for services as follows:

- i. General Liability in the minimum amount of \$500,000.00 per occurrence;
- ii. Automobile liability for any owned, hired, or non-owned vehicles for a minimum limit of \$500,000.00;
- iii. Workers' compensation in compliance with applicable state statutes including employer's liability for minimum limit of \$100,000.00 bodily injury each accident, \$500,000.00 bodily injury by disease policy limit and \$100,000.00 bodily injury by disease each employee;
- iv. Professional liability insurance, if applicable, in the minimum amount of \$1,000,000.00; and
- v. Pollution liability insurance, if applicable, in the minimum amount of \$1,000,000.00.

The foregoing insurance shall be purchased by Company or Company's consultants for the period Company's consultant is conducting work on the Property and may not be amended, changed, or canceled without at least thirty (30) days' prior written notice to City. All liability policies shall name City as an additional insured. Each policy required herein shall: (i) be primary without contribution from any similar insurance maintained by City or its affiliates; (ii) (except workers'

compensation and professional liability) name City employees, officers, directors, members, managers, and their respective as an additional insured; (iii) (except for professional liability) in favor of City, provide a waiver of subrogation or no right of recovery by Company or Company's consultant including their respective insurers. Limit amounts or types of coverage expressed shall not be considered limitations or maximums as respects to indemnification obligations.

(c) Company shall INDEMNIFY, DEFEND, AND HOLD CITY HARMLESS for property damage or bodily injury arising out of or connected to its activities under this Section 4.02. Company or Company's consultant's liability for property damage or bodily injury under this Section 4.02, if any, will survive Closing. In the event Company shall terminate this Agreement during the Review Period, Company shall provide copies of all then existing test and study reports to City.

(d) City further agrees to make available to Company and to allow Company, its agents, employees and representatives to inspect and make copies of, all maps, surveys, and development plans and notices and correspondence from governmental entities with respect to the Property, and all books, records, files, reports, and other documents and related items in any way pertaining to the Property (collectively, the "**Documents**"), if any, which are in City's possession or control, except that appraisals and attorney-client privileged communications are excluded from and shall not be considered review materials under this Section 4.02.

4.03 **Conditions Precedent to Company's Obligations.** Company's obligation to consummate the transaction contemplated under the terms and provisions of this Agreement is expressly subject to the satisfaction of the following conditions on or before Closing:

(a) all of City's representations and warranties made herein will continue to be true as of the date of Closing; and

(b) City will have complied with all of its covenants and obligations hereunder.

If the conditions set forth in this Section 4.03 are not satisfied for any reason, Company may, at Company's option: (a) terminate this Agreement by giving City written notice of such election at Closing, and thereafter neither party shall have any further rights, liabilities, or obligations hereunder except as may be provided in Sections 4.02 and 5.01; (b) waive any of such condition(s) and proceed to Closing in accordance with the remaining terms hereof; or (c) extend the time of Closing for a period of up to 30 days in which to allow City to satisfy such conditions, and, if such conditions are not satisfied in such period, exercise either of the options set forth above in subsections (a) or (b) of this paragraph.

4.04 **Covenants of City.** City agrees that between the Effective Date and the Closing Date, City will:

(a) not sell, mortgage, pledge, lease, exchange, assign, transfer, convey or otherwise encumber, dispose of, or otherwise grant any rights affecting all or any part of the Property, without Company's prior written consent;

(b) not cut or remove any trees or other vegetation from the Property or otherwise take any action to develop, improve, or alter the Property, without Company's prior written consent; and

(c) notify Company of any legal, political or administrative proceeding instituted or threatened which might have any effect on the Property, its value, or the rights to possession of the Property promptly upon City's obtaining written notice of any such proceeding.

4.05 **Representations and Warranties of City.** City represents and warrants to Company the following:

(a) The Property has full and free access to and from a dedicated public roadways and there is no pending or any threatened proceeding by any governmental authority or any other fact or condition which might limit or result in the termination of such access.

(b) The Property is free from Hazardous Materials, hereinafter defined.

(c) There are no attachments, executions, assignments for the benefit of creditors, or voluntary or involuntary proceedings in bankruptcy or under other debtor relief laws contemplated by, pending, or threatened against City.

(d) The person(s) signing this Agreement as City or on behalf of City together have the full right, power and authority to enter into this Agreement as City and to carry out City's obligations, including the conveyance of the Property to Company as provided in this Agreement, without the joinder, authorizations, consent, or approval of any other person, entity, tribunal governmental authority.

(e) City owns and will convey to Company fee simple title to the Property at Closing pursuant to the terms of this Agreement.

(f) Except for the Permitted Exceptions, there are no outstanding written or oral leases or agreements relating to the use or possession of the Property and there are no parties claiming any rights to possession of the Property.

(g) There are no special assessments of any kind presently pending against the Property, and City has not received any notice of any special assessments being contemplated.

(h) No notice of a violation of any Governmental Requirement (defined below) has been issued to City, and there are no actions, suits, or proceedings pending or threatened against City affecting any portion of the Property or affecting City's ability to sell and convey the Property, at law or in equity, or before any governmental authority, including but not limited to proceedings to enforce the power of eminent domain or condemnation by any governmental authority possessing such powers.

(i) There are no agreements to which City is a party, or written notices that City has received, which in any way affect any portion of the Property or affect City's ability to sell or convey the Property.

The representations and warranties made in this Section 4.05 will terminate at Closing. By executing and delivering the Deed (defined in Section 6.02), City will be deemed to have made the foregoing representations and warranties as of the date of Closing.

As used herein, the term "**Hazardous Materials**" shall mean (i) any hazardous waste as defined by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901 et. seq.), as amended from time to time, and regulations promulgated thereunder; (ii) any hazardous substance as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. Section 9601 et. seq.), as amended from time to time, and regulations promulgated thereunder (including petroleum-based products as described therein); (iii) other petroleum and petroleum-based products; (iv) asbestos in any quantity or form which would subject it to regulation under any applicable Governmental Requirements; (v) polychlorinated biphenyls; (vi) any substance, the presence of which on the Property is prohibited by any Governmental Requirements; and (vii) any other substance which, by any Governmental Requirements, requires special handling in its collection, storage, treatment or disposal. The term "**Governmental Requirements**" shall mean all laws, ordinances, statutes, codes, rules, regulations, orders and decrees of any governmental authorities having jurisdiction over the Property.

V. Remedies

5.01 **Company's Remedies.** If City fails or refuses to timely comply with its obligations hereunder or is unable to do so as the result of its act or failure to act or, at Closing, any of City's representations, warranties, or covenants contained herein are not true or have been breached, Company may, at its option and as its sole and exclusive remedies, to either: (a) terminate this Agreement by giving City timely written notice of such election prior to or at Closing, and thereupon this Agreement will terminate and Company will be entitled to the immediate return of

the Earnest Money, and thereafter City and Company will be relieved and released of all further obligations, claims, and liabilities hereunder (except the obligations of Company and Company's consultant, if any, under Section 4.02, and any obligations, claims, and liabilities that expressly survive the termination of this Agreement); (b) to waive, prior to or at Closing, as applicable, the applicable objection or condition and proceed to close the transaction contemplated hereby in accordance with the remaining terms hereof; (c) enforce specific performance; or (d) if the condition is one which is correctable, extend the time of Closing for a period of up to 30 days and, if such condition is not corrected in such period, exercise any of the remedies set forth in subsections (a), (b) or (c) of this Section 5.01.

VI. Closing

6.01 **Closing Date**. This transaction will close (the "***Closing***") in escrow, and the Title Company shall act as escrow agent, no later than 5:00 p.m. Georgetown, Texas time ten (10) days from the expiration of the Review Period, (the "***Closing Date***") at a time mutually agreed upon by City and Company. A copy of this Agreement shall be deposited with the escrow agent and shall constitute the escrow instructions. The escrow agent may supplement this Agreement with the standard provisions customarily used by the escrow agent as a part of the Title Company's escrow instructions; however in the event of any conflict between this Agreement and the Title Company's escrow instructions, this Agreement shall control.

6.02 **Closing Matters**. At the Closing, (a) City will (i) execute, acknowledge, and deliver to Company a deed (the "***Deed***"), substantially in the form attached hereto as **Attachment 2**; (ii) deliver to Company such evidence of authority to close this Agreement as Company and Title Company reasonably request; (iii) deliver possession of the Property to Company; (iv) execute, acknowledge, and deliver to Company the Lease, in a form to be agreed upon by the Parties during the Review Period; and (v) execute, acknowledge, and deliver to Company such other documents that may be reasonably required by Company or Title Company to consummate the transactions contemplated hereby; and (b) Company will (i) deliver to City the a warranty deed conveying fee simple title to a Company property of equivalent value; and (ii) execute, acknowledge, and deliver to City such other documents that may be reasonably required by City or Title Company to consummate the transaction contemplated hereby.

6.03 **Closing Costs**. City shall pay: (i) the cost of the Survey; (ii) the cost of the Commitment and Title Policy, including any costs of the Underwriter; and (iii) any escrow fee charged by the Title Company; and (iv) the fee for the recording of the Deed. Company shall pay only the cost of any feasibility tests or studies conducted by Company pursuant to Section 4.02. Each party will be responsible for the payment of its own attorney's fees and broker's fees incurred in connection with this transaction.

VII.

Miscellaneous

7.01 **Entire Agreement.** This Agreement contains the entire agreement of the parties hereto regarding the subject matter described herein. There are no other agreements, oral or written, between the parties regarding the subject matter described herein, and this Agreement can be amended only by a written agreement signed by the parties. The recitals, exhibits, and attachments to this Agreement are hereby incorporated herein for all purposes.

7.02 **Binding.** This Agreement, and the terms, covenants, and conditions herein contained, will inure to the benefit of and be binding upon the heirs, personal representatives, successors, and assigns of each of the parties hereto.

7.03 **Effective Date.** The effective date (the “*Effective Date*”) of this Agreement will be the later date that both City and Company have signed and executed this Agreement.

7.04 **Notice.** Any notice, communication, request, reply, or advice (severally and collectively referred to as “*Notice*”) provided to permitted to be given under this Agreement must be in writing. Notice may, unless otherwise provided herein, be given or served (a) by depositing the Notice in the United States Mail, postage prepaid, certified mail, and addressed to the Party to be notified at Notice listed for that party below address, which that the sender has at the time of mailing, with return receipt requested; (b) by delivering the same to such party, or an agent of such party; or (c) by electronic transmission, provided a machine-generated confirmation of receipt is received. Notice deposited in the mail in the manner hereinabove described shall be effective two (2) days after such deposit. Notice given in any other manner shall be effective only if and when received by the Party to be notified. For the purposes of Notice, the addresses of the parties shall, until changed as provided below, be as follows:

Company: Block 27, LLC
 Attn: Steve Madray, Manager
 1625 Williams Drive, Ste. 201
 Georgetown, TX 78628

City: City of Georgetown
 Attn: City Manager
 P.O. Box 409
 Georgetown, TX 78627

With a Copy to: City of Georgetown
 Attn: City Attorney
 P.O. Box 409
 Georgetown, TX 78627

The parties hereto will have the right from time to time to change their respective addresses for Notice, and each will have the right to specify as its address any other address within the United States of America by at least five (5) days' written notice to the other party delivered in the manner described in this Section 7.04.

7.05 **Condemnation and Litigation**. If, prior to Closing, any governmental or other entity having condemnation authority institutes an eminent domain proceeding or takes any steps preliminary thereto (including the giving of any direct or indirect offer to purchase or notice of intent to institute such proceedings) with regard to the Property, or any part thereof, and the same is not withdrawn or dismissed on or before ten (10) days prior to Closing or such proceeding(s) are adjudicated prior to Closing, Company will be entitled either to terminate this Agreement upon written notice to City or to waive such right of termination, proceed to Closing, and receive an assignment from City of all condemnation or sale proceeds. In the event of termination of this Agreement pursuant to this Section 7.05, neither Company nor City will have any further rights or obligations hereunder except as provided in Section 4.02. This Section 7.05 will survive Closing.

7.06 **Utility District**. If the Property is situated within a utility district subject to the provisions of Sections 49.452 and 49.453 of the Texas Water Code, then at or prior to the Closing, City agrees to give Company the written notice required by such statute and Company agrees to sign and acknowledge the notice to evidence receipt thereof.

7.07 **Time**. Time is of the essence in all things pertaining to the performance of this Agreement. If any date or any period provided in this Agreement ends on a Saturday, Sunday, or a legal holiday on which banks are required or permitted to close in Georgetown, Texas, the applicable period will be extended to the first business day following such Saturday, Sunday, or legal holiday.

7.08 **Survival of Representations and Warranties**. All representations and warranties made herein by City and Company shall be true and correct on and as of Closing with the same force and effect as if made at that time, and unless otherwise specified herein to survive Closing, shall terminate at Closing.

7.09 **Assignment**. This Agreement may not be assigned by either Party without the prior written consent of the other Party.

7.10 **Survival of Obligations**. To the extent necessary to carry out the terms and provisions hereof, the terms, conditions, warranties, representations, obligations, and rights set forth herein shall terminate at the time of Closing unless otherwise specified herein to survive Closing, and shall merge into the various documents executed and delivered at the time of Closing. If Company terminates this Agreement pursuant to any right of termination hereunder, the Earnest Money, less the Independent Consideration, will be refunded immediately to Company, and

thereafter, Company and City shall have no further rights or obligations under this Agreement except for those rights and obligations that expressly survive the termination of this Agreement.

7.11 **Applicable Law and Venue**. The construction and validity of this Agreement shall be governed by the laws of the State of Texas. This Agreement is performable in Williamson County, Texas to the extent permitted by applicable law.

7.12 **Severability**. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement, or its application, shall for any reason be held invalid or unenforceable by a court of competent jurisdiction, that provision shall be stricken from this Agreement, and the remainder of the Agreement will remain valid and enforceable to the extent permitted by law.

7.13 **No Party to be Deemed Drafter**. City and Company have both had the opportunity to have legal counsel examine this Agreement and to propose changes to clarify any ambiguities. Accordingly, in any interpretation of this Agreement, an ambiguity will not be resolved by interpreting the Agreement against the drafter. The language of this Agreement will be interpreted according to its plain meaning and not for or against either party. This Section 7.13 will survive the Closing or earlier termination of this Agreement.

7.14 **Designation of Certifying Person**. City and Company hereby designate the Title Company as the person responsible for all information reporting required under Section 6045(e) of the Internal Revenue Code of 1986, as amended, and City and Company hereby agree to provide to the Title Company any information it requests that is reasonably necessary to this Section 7.14.

7.15 **Arms' Length Transaction**. Parties acknowledge that the transaction contemplated by this Agreement is an arms' length transaction negotiated freely between City and Company.

7.16 **Confidentiality**. City and Company agree that the terms of this Agreement shall be confidential and that neither party will disclose the terms of this Agreement to any person or entity, except only as follows: (a) such disclosures as may be necessary to consummate the terms and provisions of this Agreement; (b) disclosures to the employees, agents, accountants or attorneys of the respective parties; and (c) disclosures as may be required by law, court order, governmental or regulatory reporting requirements, or other similar requirements.

[The remaining page is intentionally left blank; signatures on the next page.]

IN WITNESS HEREOF, this Agreement has been duly executed by the parties hereto on the respective dates appearing opposite each party's signature, to be effective as of the Effective Date as it is defined in Section 7.03.

COMPANY:

Block 27, LLC, a Texas limited liability company

By: _____

Name: Steve Madray

Title: Manager

STATE OF TEXAS §

§

COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the ___ day of _____, 2022, by Steve Madray, Manager of Block 27, LLC, a Texas limited liability company, on behalf of said company.

Notary Public, State of Texas

CITY:

City of Georgetown, Texas, a Texas
home-rule municipal corporation

By: _____
David Morgan
City Manager

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the ____ day of _____, 2022, by David Morgan, City Manager of City of Georgetown, Texas, a Texas home-rule municipal corporation, on behalf of said corporation.

Notary Public, State of Texas

APPROVED AS TO FORM:

James Kachelmeyer, Assistant City Attorney

Attachment 1 to
Exhibit B

SURVEYOR'S CERTIFICATE

TO: _____, Owner; Longhorn Title Company

The undersigned Registered Professional Land Surveyor (the "**Surveyor**") hereby certifies that (a) this survey and the property description set forth hereon are true and correct and prepared from an actual current on-the-ground survey of the real property (the "**Property**") shown hereon; (b) such survey was conducted by the Surveyor, or under his or her supervision; (c) the actual boundaries and dimensions of the Land; (d) a metes and bounds description of the Land (unless the Land can be described by reference to a recorded plat); (e) the outside boundary lines of all improvements and all fences; (f) all monuments shown hereon actually exist, and the location, size, and type of material thereof are correctly shown; (g) except as shown hereon, there are no visible encroachments onto the Property or on rights-of-way or easements appurtenant to the Property or visible protrusions therefrom, there are no visible easements or rights-of-way on the Property and there are no visible discrepancies, conflicts, or boundary line conflicts; (h) the Property adjoins a public roadway; (i) all those easements as listed in Schedule B of Title Commitment GF# _____ dated _____ have been shown or noted hereon; (j) the boundaries, dimensions and other details shown hereon are true and correct; and (k) this survey complies with the standards of a Category 1A, Land Title Survey, Condition III survey as specified by the latest edition of the "Manual of Practice for Land Surveying in Texas" published by the Texas Society of Professional Surveyors.

EXECUTED this _____ day of _____ 2022.

(Name - Typed or Printed)

Registered Professional Land Surveyor No. _____

Address: _____

Attachment 2 to Exhibit B

DEED WITHOUT WARRANTY

NOTICE OF CONFIDENTIALITY RIGHTS: *If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: Your social security number or your driver's license number.*

DATE: _____, 2022

GRANTOR: City of Georgetown, a Texas home-rule municipal corporation

GRANTOR'S MAILING ADDRESS (including County): P.O. Box 409, Georgetown, Williamson County, Texas 78627

GRANTEE: Block 27, LLC, a Texas limited liability company

GRANTEE'S MAILING ADDRESS (including County): 1625 Williams Drive, Georgetown, Williamson County, Texas 78628

CONSIDERATION: Ten and No/100 Dollars (\$10.00) and other good and valuable consideration.

PROPERTY (including any improvements):

BEING, a 0.66-acre tract of land, more or less, known as Lots 6 and 7 and the West 60 feet of Lots 5 and 8, Block 39, of the Original Townsite of the City of Georgetown, Texas according to that map or plat filed in Volume 5, Page 2011 of the Deed Records of Williamson County, Texas; together with a Portion of Lots 1 and 4, Block 39, of the Original Townsite of the City of Georgetown, Texas according to that map or plat filed in Volume 5, Page 2011 of the Deed Records of Williamson County, Texas and being the same property conveyed to the City of Georgetown by a Deed recorded in Volume 663, Page 788 of the Deed Records of Williamson County, Texas; said 0.66-acre tract being more particularly described by metes and bounds and depicted by sketch in **Exhibit "A"** attached hereto and by this reference incorporated herein.

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

This conveyance is made, delivered and accepted subject to any and all easements, covenants, leases, rights-of-way, conditions, restrictions, outstanding mineral interests and royalty interests, if any, relating to the

Attachment 2 to Exhibit B

Property, to the extent, and only to the extent, that the same may still be in force and effect and shown in the Official Public Records of Williamson County, Texas.

Grantor additionally reserves from the conveyance a permanent, EXCLUSIVE easement and right-of-way (the "Easement") for the placement, construction, operation, repair, maintenance, replacement, upgrade, rebuilding, relocation and/or removal of utility lines and related facilities (collectively, the "Facilities") on, over, under, and across an area being the South 15 feet of Lots 5 and 6, the North 15 feet of Lot 4, and the East 12 feet of the Portion of Lots 1 and 4 conveyed to the City of Georgetown by a Deed recorded in Volume 663, Page 788 of the Deed Records of Williamson County, Texas, each Lot being of Block 39 of the Original Townsite of the City of Georgetown, Texas according to that map or plat filed in Volume 5, Page 2011 of the Deed Records of Williamson County, Texas (collectively, the "Easement Area"); said Easement Area being more particularly described by metes and bounds and depicted by sketch in **Exhibit "B"** attached hereto and by this reference incorporated herein. The Easement additionally includes the following rights: (1) the right to change the size of the Facilities; (2) the right to relocate the Facilities within the Easement Area; and (3) the right to remove from the Easement Area all trees and parts thereof, or other obstructions, which endanger or may interfere with the efficiency and maintenance of the Facilities. This reservation shall run with the land and be binding on the Grantee, its heirs, successors, or assigns.

Grantor additionally reserves from the conveyance, for the benefit of the public, a permanent, non-exclusive access easement and right-of-way (the "Access Easement") on, over, under, and across the Easement Area for the purpose of ingress and egress across the Easement Area from Grantee's adjacent public rights-of-way. The Access Easement additionally includes the following rights: (1) the right to construct, install, maintain, operate, enlarge, replace, relocate, and remove driveways, sidewalks, curbs, gutters, drainage pipes, signs, fences, gates, and landscaping (the "Access Facilities") within the Easement Area; and (2) the right to remove from the Easement Area all trees and parts thereof, or other obstructions, which endanger or may interfere with the efficiency and maintenance of the Access Facilities or the purposes of the Access Easement. This reservation shall run with the land and be binding on the Grantee, its heirs, successors, or assigns.

Grantor additionally reserves from the conveyance for itself, and its successors and assigns, a non-exclusive, temporary easement for the placement, construction, operation, maintenance, replacement, upgrade, rebuilding, relocation, and/or removal of electric utility and telecommunication lines and related facilities (the "Electric Facilities") on,

Attachment 2 to Exhibit B

over, under, and across the Property (the “Reserved Electric Easement”); said Reserved Electric Easement shall continue until such time as Grantee, or a successor or assign, relocates the Electric Facilities to a location outside the boundaries of the Property mutually agreeable to the Parties, not to be unreasonably withheld. This reservation shall run with the land and be binding on the Grantee, its heirs, successors, or assigns.

USE RESTRICTIONS:

This conveyance is additionally made, delivered and accepted subject to the Restrictions set forth in **Exhibit “C”** attached hereto and by this reference incorporated herein. By acceptance of this Deed, Grantee and Grantee’s heirs, successors, and assigns agree that the Property shall be used subject to the Restrictions.

Grantor, for the consideration and subject to the Reservations From and Exceptions to Conveyance and Warranty and the Use Restrictions, does hereby REMISE, RELEASE and FOREVER QUITCLAIM, without warranty or representation, express or implied, unto Grantee, its successors and assigns forever, all such right and title as the Grantor has or ought to have in and to the Property, together with all and singular the rights and appurtenances thereto in any way belonging.

[Signatures on the following pages]

Attachment 2 to Exhibit B

EXECUTED this the ____ day of _____, 20__.

GRANTOR
CITY OF GEORGETOWN

ATTEST:

BY: _____
Joshua Schroeder, Mayor

Robyn Densmore, City Secretary

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

ACKNOWLEDGMENT

BEFORE ME, the undersigned authority, on this date personally appeared Joshua Schroeder, Mayor of the City of Georgetown, a Texas home-rule municipal corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of said municipality, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____,
20____.

Notary Public, State of Texas

APPROVED AS TO FORM:

Skye Masson, City Attorney

Attachment 2 to Exhibit B

GRANTEE:

Block 27, LLC, a Texas limited liability
company

By: _____

Name: _____

Title: _____

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this _____ day of _____,
20__ by _____, _____ of Block 27, LLC, a Texas
limited liability company, on behalf of said company.

Notary Public, State of Texas

Attachment 3 to Exhibit B

Exhibit “C” to Deed

Restrictions to Use of the Property

1.1 Restriction

The Property, whether in part or whole, shall not be used, marketed, or advertised for any purpose other than one that is consistent with, and achieves the objectives of, the Downtown Master Plan of the City of Georgetown, Texas, as may be amended from time to time, as reasonably determined by the Grantor.

No Taxes assessed and collected against the value of the real property, personalty, nor any assessed as part of a public improvement district shall be construed to meet the criteria stated above.

1.2 Not an Exception to Promulgated Codes, Laws, or Existing Matters of Title

Nothing in this restriction shall serve as a waiver or exemption to any applicable section of the City of Georgetown Municipal Code, Unified Development Code, International Building, Plumbing and/or Fire Codes, the National Electric Code, nor any other code adopted by the City of Georgetown. Nor shall any part of this restriction serve as a waiver or exemption to any applicable compliance with State or Federal laws or regulations nor any other existing restriction on the use, alteration or disposition of the property.

No issuance of a building permit, site development permit, special use permit, certificate of appropriateness nor any other permit, nor a change in zoning classification, by the City of Georgetown or any department thereof shall serve to release, reduce, waive or eliminate the terms of the Restriction.

1.3 Permit of Use and Release of Restriction

Grantee shall be under no requirement to seek additional permission from Grantor for any use authorized or permitted by this Restriction other than as may be required under adopted City codes. Any use in obvious compliance with the Restriction shall be considered permissible under the Restriction.

This Restriction may only be amended, altered or release by express act of the City Council of the City of Georgetown, Texas and upon recordation of a document evidencing such act in the Official Public Records of Williamson County, Texas.

1.4 Violation of the Restrictions to Use

Attachment 3 to Exhibit B

In the event that Grantee, its successors or assigns violates, or permits others to violate, whether through explicit permission or inaction, the terms of the Restrictions to the Use of the Property; then Grantor may at any time provide Grantee notice of such violation in writing through Certified Mail, Return Receipt Requested to the mailing address for Grantee, its successors or assigns on the most recent tax roll (the "Notice"). Such notice shall be deemed presented on the date that the Notice is deposited with the United States Postal Service ("Deposit of Notice"). If Grantee fails to cure the violation through the immediate termination of the excluded use; then upon the 31st day after the Deposit of Notice and the recording of a copy of the Notice in the Official Public Records of Williamson County, Texas, all title, right and ownership of the property shall revert to Grantor and Grantee's right to the property shall immediately terminate.