

# Board Workshop Agenda

## Lake Travis Independent School District Board of Trustees

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A meeting of the Board of Trustees of Lake Travis Independent School District will be held June 7, 2023, beginning at 6:00 PM in the Educational Development Center, Live Oak Room 607 RR 620 North Austin, TX 78734.

The subjects to be discussed or considered, or upon which any formal action may be taken are listed below. Items do not have to be taken in the order shown on this agenda.

1. Call To Order and Quorum Determination
2. Pledge of Allegiance and Moment of Silence
3. Recognitions
4. Public Comments/Citizen Participation
5. Presentation/Discussion Items
- A. 2023 - 2024 Preliminary Budget Overview 3
6. Consideration Items
- A. Compensation 2023-2024 4
  - B. Purchase and Sale Agreement Between 16712 HAMILTON POOL ROAD AGV, LLC and Lake Travis ISD for Approximately 14.62 Acres of Land Located at 16712 Hamilton Pool Road 5
  - C. Purchase and Sale Agreement Between James C. Kuykendall and Lake Travis ISD for Approximately 7.967 Acres of Land Located at 16910 Hamilton Pool Road 32
7. Upcoming Meetings and Events
8. Closed Session - Trustees will adjourn into Closed Session as permitted by the Texas Government Code 551.001 et. seq.
  - A. Section 551.074 - Personnel Matters
    1. The Board will discuss the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of public employees or officials. (This may involve consultation with attorney as permitted under Section 551.071)
  - B. Section 551.071 - Consultation with Attorney
    1. The Board will discuss and receive legal advice from its attorney on matters which should be confidential under Texas Government Code Section 551.071 (2).
  - C. Section 551.072 - Deliberation Regarding Real Property
    1. The Board will discuss the purchase, exchange, lease or value of real property. (This may involve consultation with attorney as permitted under section 551.071.)
  - D. Section 551.0821 - School Board: Personally Identifiable Information About a Public School Student
    1. The Board will discuss personally identifiable information about a public school student.

E. Section 551.076 - Deliberation Regarding Security Devices or Security Audits; Closed Meeting. This chapter does not require a governmental body to conduct an open meeting to deliberate:

1. The deployment, or specific occasions for implementation of security personnel or devices.

9. Adjournment



## **AGENDA ITEM ACTION SHEET**

### **AGENDA ITEM**

2023-2024 Preliminary Budget Overview

### **RECOMMENDED ACTION**

**For presentation/discussion only. Approval of the 2023-2024 Budget will be requested at the August 16, 2023 Board Meeting.**

### **RATIONALE**

Section 44.002 through 44.006 of the Texas Education Code establishes the legal basis for the budget development in school districts. These codes require that the district prepare a budget by the date set by the State Board of Education, currently August 21<sup>st</sup> for districts with an August 31<sup>st</sup> fiscal year-end. The Budget Document and the Annual Financial and Compliance Report are the primary vehicles used to present the financial plan and the results of operations of the District. The primary purposes of this budget document is to provide timely and useful information concerning the past, current and projected financial status of the District, in order to facilitate financial decisions that support the educational goals of the District.

### **BUDGET PROVISIONS**

2023-2024 Budget

### **RESOURCE PERSONNEL**

Pam Sanchez – Assistant Superintendent of Business Services

Evalene Murphy – Assistant Superintendent of Employee and Community Relations

Brad Goerke – Director of Finance

### **ATTACHMENTS**

Overview of the Operating Budget for 2023-2024

### **MEETING DATE**

June 7, 2023



## AGENDA ITEM ACTION SHEET

### AGENDA ITEM

Compensation 2023-2024

### RECOMMENDED ACTION

**Approve a salary adjustment for the 2023-2024 school year.**

### RATIONALE

Staff will present information for a salary adjustment for all employees. Salary adjustments take into consideration compensation and raises from area school districts and capacity within the District's budget. Approving salary increases will assist with recruitment and retention of employees.

### BUDGET PROVISIONS

2023-2024 Operating Budget

### RESOURCE PERSONNEL

Evalene Murphy - Assistant Superintendent of Employee and Community Relations

Pam Sanchez - Assistant Superintendent of Business Services

### ATTACHMENTS

None

### MEETING DATE

June 7, 2023



## **AGENDA ITEM ACTION SHEET**

### **AGENDA ITEM**

Purchase and Sale Agreement Between 16712 HAMILTON POOL ROAD AGV, LLC and Lake Travis ISD for Approximately 14.62 Acres of Land Located at 16712 Hamilton Pool Road

### **RECOMMENDED ACTION**

**Authorize the Superintendent or designee with the authority to execute the purchase and sale agreement between 16712 HAMILTON POOL ROAD AGV, LLC and Lake Travis ISD and execute any and all documents necessary to finalize the sale and closing of the purchase.**

### **RATIONALE**

In April 2023, the Board determined that public necessity required the acquisition of real property for the purpose of future educational facilities and passed Resolution No. 041923-02 authorizing the Superintendent or designee with the authority to execute a letter of intent and negotiate a purchase sale agreement for the acquisition of approximately 14.62 acres located at 16712 Hamilton Pool Road. Over the last month, District administration has investigated the land further and negotiated a purchase contract with the land owner for the sale of the property.

### **BUDGET PROVISIONS**

2023 Bond Program

### **RESOURCE PERSONNEL**

Pam Sanchez – Assistant Superintendent of Business Services  
Robert Winovitch – Director of Facilities and Construction

### **ATTACHMENTS**

Purchase and Sale Agreement

### **MEETING DATE**

June 7, 2023

## PURCHASE AND SALE CONTRACT

This Purchase and Sale Contract (the “**Contract**”) is made and entered into between 16712 HAMILTON POOL ROAD AGV, LLC, a Texas limited liability company (“**Seller**”), and the LAKE TRAVIS INDEPENDENT SCHOOL DISTRICT, an independent school district created under the laws of the State of Texas (“**Buyer**”), effective as of the Effective Date (as defined below). Seller and Buyer may be referred to individually as a “**Party**” and collectively as the “**Parties.**”

### ARTICLE I. DEFINED TERMS AND EXHIBITS

1.1. This Contract uses the following terms as defined below:

a. “Board of Trustees” means the Board of Trustees of the Lake Travis Independent School District.

b. “Business Day” means any day that the administrative offices of the Lake Travis Independent School District are open. During the summer months between school years, the administrative offices are open Monday through Thursday.

c. “Closing” means the consummation of the purchase of the Property by Buyer from Seller in accordance with the terms and provisions of this Contract.

d. “Closing Date” means the day of the Closing as defined in Section 10.1.

e. “Earnest Money” means the portion of the Purchase Price deposited by the Buyer in escrow with the Title Company at the time and in the amounts specified in Section 3.3 hereof, plus accrued interest thereon, if any.

f. “Effective Date” means the date a fully executed copy of this Contract, approved by the Board of Trustees, and the Earnest Money are deposited with and acknowledged by the Title Company.

g. “Execution Date” means the date on which this Contract is fully executed by both Buyer and Seller.

h. “Hazardous Materials” means any flammable explosives, radioactive materials, hazardous material, hazardous waste, hazardous or toxic substances or related materials as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. § 9.601 et. seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. § 18.01 et. seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. § 69.01 et. seq.) and in the regulations adopted in publications promulgated pursuant thereto, and all asbestos (friable or non-friable), petroleum derivatives, polychlorinated biphenyls, flammable substances and materials defined as hazardous materials under any federal, state or local laws, ordinances, codes, rules, orders, regulations or policies governing the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal thereof.

i. “Inspection Period” means the period commencing on the day after the

Effective Date and ending at 5:00 p.m. on the sixtieth (60<sup>th</sup>) day thereafter.

j. “Permitted Exceptions” means those exceptions or conditions as are approved or deemed to be approved by Buyer under Section 4.5.

k. “Property” means:

i. A parcel of land containing approximately 14.62 Acres located at 16712 Hamilton Pool Rd, Austin, TX 78738, being out of the WILLIAM MCINTIRE SURVEY NO. 91, ABSTRACT NO. 533 in Travis County, Texas and as more particularly described in the June 28, 2022, General Warranty Deed recorded in Document No. 2022113688, Official Public Records of Travis County, Texas (“**Land**”), with the area and configuration of the Land to be more particularly described by the metes and bounds description of the Survey described in Section 4.3.

ii. Good and indefeasible fee simple title to the Land, together with all of Seller’s rights, titles, and interests in and to any plans, permits, appurtenances, benefits, structures, buildings and intangible property interests, all easements benefitting the Land, and all reversionary interests in the Land that Seller currently possesses related to the Land;

iii. All of Seller’s right, title, and interest in and to any and all (A) surveys, engineering, soils, seismic, geological, environmental, reports, studies, and certificates, and other technical descriptions related to the Property (the “**Plans**”), if any, (B) warranties, guaranties, indemnities, claims, and causes of action related to the Property (the “**Warranties**”), if any, and (C) licenses, permits, governmental approvals, utility commitments, utility rights, development rights, or other similar rights related to the Property (the “**Licenses**”), if any; and

iv. All and singular, Seller’s right, title and interest in and to the rights and appurtenances pertaining to the Land, including any right, title and interest of Seller in and to the adjacent streets, alleys, rights-of-way, strips or gores of land, improvements, fixtures, and/or personal property situated thereon and attached thereto, and, subject to Section 7.2 below, any interests of Seller in any sewage treatment capacity and/or water capacity specifically allocated or to be allocated to the Land.

l. “Purchase Price” means the total consideration to be paid by Buyer to Seller for the purchase of the Property under Section 3.1.

m. “Survey” means a current land title survey (TSPS Category 1A or ALTA) of the Property prepared by the Surveyor under Section 4.3.

n. “Surveyor” means a licensed surveyor selected by Buyer.

o. “Title Commitment” means the Commitment for Title Insurance issued by the Title Company covering the Property.

p. “Title Company” means Independence Title Company, 5900 Shepard Mountain Cove, Building II, Suite 200, Austin, Texas 78730, telephone 512-454-4500 Ext. 3121, acting by and through its agent, Gay Heavilin ([gheavilin@independencetitle.com](mailto:gheavilin@independencetitle.com)).

q. “Title Policy” means the Owner’s Policy of Title Insurance issued by the Title Company under Section 4.1 and underwritten by the Title Underwriter.

r. “Title Underwriter” means Stewart Title Guaranty Company.

**ARTICLE II.  
AGREEMENT OF PURCHASE AND SALE**

2.1. The Property. Upon the terms and conditions of this Contract, Seller agrees to sell and convey to Buyer the Property, and Buyer hereby agrees to buy and take the Property and the appurtenances from Seller.

**ARTICLE III.  
PURCHASE PRICE**

3.1. The Purchase Price. The total amount to be paid by Buyer to Seller for the Property and all appurtenances thereto will be FIVE MILLION AND NO/100 DOLLARS (\$5,000,000.00)

3.2. Payment of Purchase Price. The Purchase Price shall be payable by Buyer to the Seller at Closing by making a wire transfer of immediately available funds to the account of the Seller.

3.3. Earnest Money. Within three (3) Business Days of the Execution Date, Buyer will deposit the sum of TWENTY THOUSAND AND NO/DOLLARS (\$20,000.00) with the Title Company, as Earnest Money to be held by the Title Company in escrow in an interest-bearing account. If the purchase and sale of the Property is consummated in accordance with the terms and provisions of this Contract, the entire Earnest Money shall be applied by the Title Company as partial payment of the Purchase Price due at the Closing. In all other events, the Earnest Money shall be disposed of by the Title Company as provided herein.

**ARTICLE IV.  
TITLE, SURVEY, INSPECTION PERIOD, AND POST-CLOSING AGREEMENTS**

4.1. Title Commitment. Within ten (10) Business Days following the Effective Date of the Contract, Seller shall deliver the Title Commitment to Buyer, together with correct and legible copies of all instruments referred to in the Title Commitment as conditions or exceptions to title to the Property, including liens, easements and recorded plats. The Title Commitment shall set forth the state of title to the Property together with all exceptions or conditions to such title, including, but not limited to, all easements, restrictions, rights-of-way, covenants, reservations and all other encumbrances affecting the Property which would appear in the Title Policy, if issued. The Title Commitment shall contain the express commitment of the Title Underwriter to issue the Title Policy to Buyer in the amount of the Purchase Price, insuring such title to the Property as is specified in the Title Commitment with the standard printed exceptions endorsed or deleted in accordance with Section 4.2 hereof, but subject to Permitted Exceptions.

4.2. Title Policy. At the Closing or shortly thereafter, Seller, at Buyer’s expense, will cause the Title Policy to be issued. The Title Policy shall be issued by the Title Company in the amount of

the Purchase Price and shall insure good and indefeasible fee simple title to the Property in Buyer. The Title Policy may be subject to the Permitted Exceptions but shall contain no additional exceptions other than the standard preprinted exceptions contained in a Texas Standard Form of Owners Policy of Title Insurance amended as follows:

a. The standard preprinted exception for restrictive covenants shall be revised to read "None of Record," except for Permitted Exceptions;

b. the standard preprinted exception for standby fees and taxes shall read "Standby fees, taxes and assessments by any taxing authority for the year of closing and subsequent years and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership"; and

c. there shall be no exception as to easements, or claims of easements, not shown by the public records or shown on the Survey, nor any exception as to parties in possession.

4.3. Survey.

a. Within thirty (30) days of the Effective Date, Buyer shall, at Buyer's expense, cause the Surveyor to prepare a Survey to be delivered and certified to Buyer and Seller and the Title Company.

b. It is understood and agreed that the exact size, location and legal description of the Land is to be provided by the Survey and, upon completion and approval of the Survey, the metes and bounds description contained thereon shall be incorporated herein by reference as the legal description of the Land for all purposes, including delivery of the deed from Seller to Buyer conveying title to the Property.

4.4. Review of Survey and Title Commitment by Buyer. Buyer will have a ten (10) Business Day period from the date that Buyer has received the Title Commitment and the Survey to review both the Survey and Title Commitment (and legible copies of the documents referred to therein as conditions, exceptions or reservations to title to the Property) and deliver in writing to Seller such objections as Buyer may have to anything contained or set forth in the Survey or in the Title Commitment (collectively, the "**Title Objections**"). Any such items to which Buyer does not object within such period shall be deemed to be Permitted Exceptions.

4.5. Seller's Opportunity to Cure Buyer's Objections to Title or Survey. If Buyer delivers written notice of any Title Objections to Seller in accordance with Section 4.4 hereof, then Seller shall have ten (10) Business Days in which Seller may, at Seller's option, but having no obligation to, undertake to eliminate or satisfy the Title Objections to the satisfaction of Buyer. Notwithstanding anything herein to the contrary, Seller shall be obligated to remove or clear all items listed on Schedule C of the Title Commitment, including, pay and discharge any encumbrances or obligations arising from delinquent taxes, mortgages, deeds of trust, security agreements, mechanics' liens or other similar liens or charges which were created, consented to, or expressly assumed by Seller, including without limitation any loans, bonds or obligations to municipal or other governmental

bodies (collectively, “**Monetary Title Encumbrances**”). If Seller is unable or unwilling to so correct the Survey or cure said Title Objections, Seller shall deliver to Buyer written notice thereof (“**Title Notice**”). In the event that Seller fails to deliver a Title Notice within ten (10) Business Days after receipt of the Title Objections, Seller shall be deemed to be unwilling to cure said exceptions. Buyer may either (a) waive its Title Objections and accept title to the Property subject to the exceptions and the Survey as delivered or (b) terminate this Contract. Buyer shall have until five (5) Business Days after receipt (or deemed receipt) of Seller’s Title Notice in which to make such election. Failure of Buyer to make an election within such five (5) Business Day period shall be deemed an election by Buyer under option (a) above. Should Buyer elect, or be deemed to have elected, option (a) above, this Contract shall remain in full force and effect and, provided the purchase and sale of the Property closes as provided herein, Buyer shall take the Property subject to any uncured Title Objections which shall then be deemed additional Permitted Exceptions; provided, however, no Schedule C item or Monetary Title Encumbrances shall be Permitted Exceptions. In the event this Contract is terminated pursuant to this Section 4.5, the Title Company shall immediately deliver to Buyer the Earnest Money, except for \$100.00 that shall be paid to Seller as an independent option consideration, and neither party hereto shall have any further obligation or liability under this Contract to the other party.

4.6. Inspection Period.

a. Seller shall afford Buyer and its employees, consultants, contractors and representatives the right to enter onto the Property to test, inspect, and examine, at reasonable hours, the Property, and the Property Information, as described in Section 7.1(a). As to the Property, such right of entry is a continuing right from the Effective Date to the Closing Date. Prior to entry upon the Property for any purpose, including to conduct any invasive testing (i.e., bore holes for soil testing or environmental sampling, water wells), Buyer or buyer’s contractor or consultant shall provide Seller at least two (2) Business Days advance notice by telephone, fax or email and Buyer as well as the third party contractor or consultant conducting the invasive testing must provide to Seller evidence of adequate insurance underwritten by an insurer reasonably acceptable to Seller, naming Seller as an additional insured party, and otherwise reasonably acceptable to Seller. In conducting any inspections, investigations, or tests of the Property, Buyer and its employees, consultants, contractors and representatives shall: (a) not disturb or interfere with Seller’s use of the Property; (b) not interfere with the operation and maintenance of the Property; (c) not damage any part of the Property or any personal property owned or held by Seller; (d) not injure or otherwise cause bodily harm to Seller or its agents, guests, invitees, contractors, and employees; (e) comply with all applicable laws; (f) promptly pay when due the costs of all tests, investigations, and examinations done with regard to the Property; (g) not permit any liens to attach to the Property by reason of the exercise of its rights hereunder; (h) repair any damage to the Property resulting directly or indirectly from any such inspection or tests. Buyer shall use commercially reasonable efforts to restore the Property to its original pre-inspection condition.

**TO THE EXTENT PERMITTED BY LAW, BUYER HEREBY AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS SELLER FROM AND AGAINST ANY AND ALL**

**LOSS, DAMAGE, CLAIMS, REMEDIES, DEFENSES, DEMANDS, SUITS, CAUSES OF ACTION, LIABILITIES, COSTS OR EXPENSES, OF WHATEVER KIND OR CHARACTER, ARISING OUT OF OR IN ANY WAY RELATED TO BUYER'S ACTIVITIES ON THE LAND PRIOR TO CLOSING OR TERMINATION OF THIS CONTRACT.** The foregoing indemnification obligations of Buyer shall survive the termination or Closing of this Contract for two years.

b. If for any reason Buyer, in its sole and absolute discretion, is not satisfied with the physical condition of the Property, or for any other reason or for no reason, Buyer may terminate this Agreement by delivering written notice to Seller on or before 11:59 p.m., local Austin, Texas time, on the sixtieth (60<sup>th</sup>) day after the Effective Date. In the event that Buyer delivers written notice to Seller within the Inspection Period that Buyer desires to terminate this Contract for any reason, the Title Company shall immediately deliver to Buyer the Earnest Money, except for \$100.00 that shall be paid to Seller as an independent option consideration, this Contract shall terminate, and neither party hereto shall have any further obligation or liability under this Contract to the other party except those obligations that specifically survive termination of this Contract. If Buyer does not deliver a notice of termination to Seller on or before the expiration of the Inspection Period, Buyer will be deemed to have elected to not terminate the Contract and the Earnest Money shall become non-refundable to Buyer except as expressly provided in Section 11.1 of this Contract.

**ARTICLE V.  
REPRESENTATIONS AND WARRANTIES OF BUYER**

5.1. Buyer represents, warrants, covenants and agrees with Seller that as of the Execution Date, Buyer has the full right, power and authority to enter into this Contract and to carry out its obligations hereunder and that all required action by the Board of Trustees necessary to authorize Buyer to enter into this Contract and to carry out its obligations hereunder has been taken. Buyer shall give Seller immediate notice upon the occurrence of any event, or receipt of any notice, which might give rise to a breach by Buyer of any of its representations or warranties set forth in this Article V.

**ARTICLE VI.  
REPRESENTATIONS AND WARRANTIES OF SELLER**

6.1. Seller represents, warrants, covenants and agrees with Buyer that, except as specifically stated as otherwise herein, as of the Execution Date and as of the Closing Date:

a. Seller has and shall have the full right, power and authority to convey the Property to Buyer as provided in this Contract and to carry out its obligations hereunder and that all required action by the Seller to enter into this Contract and to carry out its obligations hereunder has been, or upon Closing will have been, taken.

b. Seller has received no written notice and has no actual knowledge of condemnation or contemplated condemnation proceedings affecting the Property or any part thereof.

c. Seller has received no written notice of any litigation pending nor, to Seller's current actual knowledge threatened affecting Seller or the Property which would in any way constitute a lien, claim or obligation of any kind against the Property. Seller will have at the time of Closing good and indefeasible title in fee simple to the Property.

d. No person, firm or entity, except as set forth in this Contract, has any rights to acquire the Property, or any part thereof.

e. Seller has not received any written notice and has no actual knowledge of any claims for unpaid bills for work performed on or materials delivered to the Property which though not then the subject of, might provide the basis of a mechanic's and materialmen's or other lien on the Property.

f. To Seller's actual knowledge, without investigation or inquiry, no portion of the Property contains any substance which may be classified as a hazardous, toxic, chemical or radioactive substance, or a contaminant or pollutant (together, "**Hazardous Substances**") under applicable federal, state or local law, ordinance, rule or regulation ("**Hazardous Substances Applicable Laws**") or which may require any cleanup, remediation or other corrective action pursuant to such Hazardous Substances Applicable Laws. Seller has not used any portion of the Property, nor permitted any person or entity to use the Property for the purpose of storage, generation, manufacture, disposal, transportation or treatment of any such Hazardous Substances in violation of Hazardous Substances Applicable Laws.

g. Seller has not received any written notice of any environmental, civil (including actions by private parties), criminal, administrative or other proceedings pending against the Property, nor of any judgments or orders entered against Seller or the Property, relating to the use, generation, manufacture, storage or disposal of any Hazardous Material on, in or under the Property, nor of any failure to comply with any applicable local, state and federal environmental laws, regulations, ordinances and administrative and judicial orders relating to the generation, recycling, reuse, sale, storage, handling, transport and disposal of any Hazardous Material located on the Property .

h. This Contract and the sale of the Property will not cause to be imposed on the Buyer any liability to withhold any amount pursuant to § 1445 of the Internal Revenue Code (and the implementing regulations).

i. To Seller's understanding, Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions pertaining to and affecting the Property and performance of this Contract will not result in any breach of, or constitute any default under, or result in any imposition of any lien or encumbrance upon the Property or any agreement or other instrument to which Seller is a party, or by which Seller, or the Property might be bound.

6.2. Condition of Property; AS IS. **BUYER UNDERSTANDS AND AGREES THAT SELLER IS SELLING THE PROPERTY STRICTLY ON AN "AS IS, WHERE IS" BASIS,**

"WITH ANY AND ALL FAULTS." OTHER THAN THE SPECIAL WARRANTY OF TITLE PROVIDED IN THE DEED, SELLER MAKES NO REPRESENTATIONS OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, EXCEPT AS EXPRESSLY SET FORTH IN THIS CONTRACT, NOR IS ANY EMPLOYEE OR AGENT OF SELLER AUTHORIZED TO MAKE ANY REPRESENTATION OR WARRANTY, AS TO THE QUALITY OR CONDITION OF THE PROPERTY, MERCHANTABILITY, SUITABILITY OR FITNESS OF THE PROPERTY FOR ANY USE WHATSOEVER, KNOWN OR UNKNOWN TO SELLER, OR COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION, OR LAND USE LAWS, RULES, REGULATIONS, ORDERS, OR REQUIREMENTS INCLUDING, BUT NOT LIMITED TO, THOSE PERTAINING TO THE HANDLING, GENERATING, TREATING, STORING, OR DISPOSING OF ANY HAZARDOUS WASTE OR SUBSTANCE. IN NO EVENT SHALL SELLER BE RESPONSIBLE OR LIABLE FOR LATENT OR PATENT DEFECTS OR FAULTS, IF ANY, IN THE PROPERTY, OR FOR REMEDYING OR REPAIRING THE SAME INCLUDING, WITHOUT LIMITATION, DEFECTS RELATED TO ASBESTOS OR ASBESTOS CONTAINING MATERIALS, UNDERGROUND STORAGE TANKS OR HAZARDOUS OR TOXIC MATERIALS, CHEMICALS OR WASTE, OR FOR CONSTRUCTING OR REPAIRING ANY STREETS, UTILITIES OR OTHER IMPROVEMENTS SHOWN ON ANY PLAT OF THE PROPERTY. BY CLOSING THE PURCHASE AND SALE, BUYER WARRANTS THAT BUYER HAS FULLY INSPECTED THE PROPERTY, IS FULLY SATISFIED WITH THE SAME IN ALL RESPECTS "AS IS, WHERE IS, WITH ANY AND ALL FAULTS," IS NOT RELYING ON ANY REPRESENTATION OR WARRANTY OF SELLER OTHER THAN THE WARRANTY OF TITLE PROVIDED IN THE DEED, IN PURCHASING THE PROPERTY FROM SELLER, AND ACCEPTS ANY LIABILITIES OR COSTS ARISING IN CONNECTION WITH THE CONDITION OF THE PROPERTY, INCLUDING ANY COSTS OR LIABILITIES PERTAINING TO ANY ENVIRONMENTAL CONDITION ON THE PROPERTY.

**ARTICLE VII.  
EXPRESS COVENANTS OF SELLER**

7.1. Between the Effective Date and the Closing, Seller expressly covenants and agrees that:

a. Within ten (10) days following the Effective Date, Seller shall deliver to Buyer copies of the documents, information and materials described in Schedule 7.1(a) attached hereto (the "**Property Information**").

b. Seller shall not commit waste of the Property.

c. Seller shall give to Buyer prompt written notice of the institution of or receipt of written notice of any litigation or threatened litigation affecting Seller or the Property which would in any way constitute or have the effect of presently or in the future creating a lien, claim or obligation

of any kind against the Property.

d. Seller shall give Buyer prompt notice upon the occurrence of any event, or receipt of any written notice, which reasonably would rise to a breach by Seller of any of its representations or warranties set forth in Article VI above.

e. Seller shall not impose, nor permit to be imposed upon the Property, any new or additional encumbrances to title and shall discharge, or cause to be discharged, any claims of lien or liens imposed upon the Property following the Execution Date.

f. Seller shall vacate the Property and terminate all existing tenancies, leases or rights to occupy any portion of the Property and cause all tenants, lessees or parties in occupancy of the Property to vacate the Property and to remove any and all personal property located thereon, prior to the Closing Date.

g. Seller shall immediately notify Buyer of any material change from the date hereof with respect of the Property or any information or documents provided to Buyer by Seller.

h. Seller shall not enter into any agreement or take any action that would bind or encumber the Property after Closing without Buyer's written consent.

i. Seller shall not construct or commence construction of any new improvements on the Land without Buyer's written consent.

j. Seller shall not plat, replat, subdivide, or rezone the Property, or amend any development or utility rights applicable to the Property without Buyer's written consent.

k. Seller shall remove all of Seller's personal property from the Property prior to Closing.

7.2. The Property is subject to that certain Agreement for the Provision of Nonstandard Retail Water Service dated effective February 17, 2023 (the "NSSA") between Green Park Properties, LLC ("Developer") and the West Travis County Public Utility Authority ("PUA") as described in Schedule 7.1(a). Buyer acknowledges that assignment of the NSSA requires the prior written consent of the PUA. Accordingly, Buyer will notify Seller by written notice not later than forty-five (45) days after the Effective Date if Buyer desires Seller to assign the NSSA to Buyer at Closing, in which case Seller will use commercially reasonable efforts to obtain the PUA's consent to the assignment of the NSSA to Buyer at or prior to Closing, and if such consent is obtained, Seller will cause Green Park Properties, LLC to assign the NSSA to Buyer at Closing.

## **ARTICLE VIII. CONDITIONS PRECEDENT TO BUYER'S OBLIGATION TO CLOSE**

8.1. Buyer shall not be obligated to Close unless:

a. Contract to Purchaser Adjacent Property. Buyer has entered into a purchase contract for the purchase of adjacent property located at 16910 Hamilton Pool Rd. containing

approximately 8-acres currently owned by James C. Kuykendall (“**Kuykendall Property**”) and Buyer has scheduled a simultaneous closing for the Kuykendall Property on the same date as closing is scheduled under this Purchase Contract.

b. Closing Documents. Seller shall have properly executed and provided to Buyer at Closing, each of the documents required pursuant to Section 10.2(a) hereof, in form and content reasonably satisfactory to Buyer, Seller, and Title Company.

c. Seller’s Warranties, Representations and Covenants. Each of Seller’s warranties and representations set forth in Article VI hereof are true and correct as of the Execution Date and remain true as of the Closing Date. Furthermore, as of Closing, Seller shall have performed all its covenants as set forth in Article VII hereof.

d. Title Policy. The Title Company shall have confirmed that it is irrevocably and unconditionally committed to issue the Owner’s Title Policy in the form required by Buyer, with no exceptions other than the Permitted Encumbrances (and, at Buyer’s option and expense, with the printed exception for “discrepancies, conflicts or shortages in area or boundary lines, or encroachments, or any overlapping of improvements” deleted from Schedule B thereto except for “shortages in area”), and there shall have been no change in the matters reflected on the Survey.

e. No Condemnation. On the Closing Date, no portion of the Land shall have been condemned or sold under threat of condemnation or is subject to any proceedings for condemnation.

## 8.2. Non-Satisfaction of Buyer’s Closing Conditions.

a. If any of the foregoing conditions, except for Section 8.1(a), are not satisfied by and on the Closing Date, Buyer shall, as its sole remedy, have the option of either (i) terminating this Contract prior to Closing and receiving a prompt refund of the Earnest Money, or (ii) proceeding to Close in accordance with this Contract which shall be deemed a waiver of the unsatisfied condition.

b. If the Section 8.1(a) condition is not satisfied as of the original Closing Date described in Section 10.1, Buyer may extend the Closing Date for thirty (30) days (“**First Extension Period**”) by depositing an additional \$20,000 with the Title Company as earnest money prior to the Original Closing Date (“**First Extension Payment**”). The First Extension Payment and the Earnest Money will be collectively referred to as the “Earnest Money.” The First Extension Payment will be subject to all of the terms and conditions of this Contract applicable to the Earnest Money described in Section 3.3. Buyer may extend the Closing Date for an additional thirty (30) day period (“**Second Extension Period**”) by depositing an additional \$20,000 with the Title Company prior to expiration of the First Extension Period (“**Second Extension Payment**”). The Second Extension Payment and the Earnest Money will be collectively referred to as the “Earnest Money.” The Second Extension Payment will be subject to all of the terms and conditions of this Contract applicable to the Earnest Money described in Section 3.3. Buyer may extend the Closing Date for one additional thirty (30) day period (“**Third Extension Period**”) by depositing an additional \$20,000 with the Title Company prior to expiration of the Second Extension Period (“**Third Extension Payment**”). The Third

Extension Payment and the Earnest Money will be collectively referred to as the “Earnest Money.” The Third Extension Payment will be subject to all of the terms and conditions of this Contract applicable to the Earnest Money described in Section 3.3. For purposes of clarification, the First Extension Payment, Second Extension Payment and Third Extension Payment shall each be nonrefundable to Buyer in all respects, except as expressly provided in Section 11.1 of this Contract.

c. If the Section 8.1(a) condition is not satisfied by and on the end of the Third Extension Period, Buyer shall, as its sole remedy, have the option of either (i) terminating this Contract prior to Closing and the Earnest Money shall be delivered to Seller, or (ii) proceeding to Close in accordance with this Contract which shall be deemed a waiver of the unsatisfied condition.

## **ARTICLE IX. CONDITIONS PRECEDENT TO SELLER’S PERFORMANCE**

9.1. Seller shall not be obligated to perform under this Contract unless:

a. Buyer’s Representations and Warranties. Each of Buyer’s warranties and representations set forth in Article V hereof shall be true and correct as of the Execution Date and/or the Closing Date.

b. Closing Documents. Buyer shall have provided to Seller at Closing, each of the documents required pursuant to Section 10.2(b) hereof, in form and content reasonably satisfactory to Buyer and Seller.

## **ARTICLE X. CLOSING**

10.1. Date and Place of Closing. The Closing hereunder shall take place in the offices of the Title Company, or at such other place as Seller and Buyer may mutually agree. The closing shall take place no later than thirty (30) days following the expiration of the Inspection Period (“**Closing Date**”), unless otherwise agreed upon in writing by the Parties or if Buyer exercises its right to extend the Closing Date in accordance with Section 8.2.

10.2. Items to be Delivered at the Closing.

a. Seller. At the Closing, Seller shall deliver to Buyer or its assignees, at Seller’s cost and expense, the following items:

i. a special warranty deed, in the form attached hereto as Exhibit “A,” duly executed and acknowledged by Seller, conveying good and indefeasible fee simple title to the Property to Buyer, subject only to the Permitted Exceptions;

ii. an affidavit executed by Seller satisfactory to evidence that Buyer will

not be required to withhold any tax and that no withholding liability exists as of the Closing under Section 1445 of the Internal Revenue Code (and the implementing regulations), which affidavit shall state that Seller is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and income tax regulations), Seller's tax identification number, and Seller's office address plus such other statements as Buyer or the Title Company may reasonably request;

iii. an affidavit of possession in the form provided by or approved by the Title Company executed and sworn to and reasonably acceptable to Seller;

iv. releases for any mortgagees, deeds of trust or other liens arising by, through or under Seller encumbering the Property;

v. an assignment of Seller's right, title and interest in and to all warranties and guaranties, indemnities, licenses, permits, approvals, consents, authorizations, variances, and waivers relating to the Property executed by Seller;

vi. all additional documents and instruments the Title Company may require in order to issue the Title Policy or which Buyer's counsel and Seller or Seller's counsel may mutually reasonably determine are necessary to the proper consummation of this transaction; and

vii. If Buyer has elected to assume the NSSA in accordance with Section 7.2 and the PUA has consented to the assignment of the NSSA, an assignment and assumption of the NSSA in form and substance reasonably acceptable to Seller, Buyer and the PUA.

b. Buyer. At the Closing, Buyer shall deliver to the Title Company each of the following items:

i. the total Purchase Price, less the Earnest Money Deposit; and

ii. all additional documents and instruments the Title Company may require in order to issue the Title Policy or which Buyer's counsel and Seller or Seller's counsel may mutually reasonably determine are necessary to the proper consummation of this transaction.

10.3. Ad Valorem Tax Settlement. Real estate and property taxes payable with respect to the Property shall be prorated as of 11:59 p.m., of the Closing Date. Seller shall remain liable for and pay all real estate and property tax obligations of Seller in connection with the Property which are incurred, accrue or arise on or prior to the Closing Date, and Seller shall indemnify and hold Buyer harmless from and against any and all claims, loss, demands, liabilities, costs, expenses (including attorneys' fees, interest and penalties) arising out of, by reason of, or in connection with the ownership, operation, management, or maintenance of the Property prior to the Closing Date or Seller's failure to pay its pro rate share of the real estate taxes and property taxes for the year of closing. Such

proration shall be based upon the latest ad valorem property tax bills available. Seller acknowledges that Buyer is an independent school district created under the laws of the State of Texas and is prohibited by law from paying taxes, interest on taxes and penalties for late payment of taxes; provided, however, Buyer acknowledges that the Property is currently appraised as agricultural land for ad valorem tax purposes, and if any taxes are subsequently imposed for years prior to Closing due to the sale of the Property to Buyer or Buyer's change in the use of the Property ("**Rollback Taxes**"), then Buyer will forward the tax bill for Rollback Taxes to Seller. Seller shall pay Rollback Taxes assessed against the Property. If Buyer receives a tax bill for the Property for the calendar year of the Closing, Buyer will forward the tax bill to the Seller who will be solely responsible for challenging the amount of taxes owed and for paying the tax bill. Seller may make other arrangements to pay real estate and property taxes owed for the year of Closing so long as Seller notifies Buyer of such other arrangements. The provisions of this Section 10.3 shall survive the Closing.

10.4. Possession and Closing. Possession of the Property shall be delivered to Buyer by Seller at the Closing.

10.5. Costs of Closing.

a. Seller agrees to pay:

- i. all charges for tax certificates;
- ii. Seller's attorneys' fees;
- iii. the base premium for issuance of the Title Policy required under Section 4.2 together; and
- iv. all charges incurred by Seller for the procurement, preparation and recording of any releases, waivers, or other instruments required to clear Seller's title to the Property in accordance with the provisions hereof.

b. Buyer agrees to pay:

- i. all inspection fees and premiums for endorsements or deletions on the Title Policy as required by Buyer;
- ii. all cost of the Survey required in Section 4.4;
- iii. the cost of any tests or inspections performed on the Property;
- iv. the cost of the boundary deletion as set forth under Section 4.2 and any other endorsements or modifications to the Title Policy;
- v. fee for recording the deed charged by the Title Company;
- vi. any escrow fees; and
- vii. Buyer's attorneys' fees.

All other costs, fees, penalties and other expenses incurred at the Closing, if any, shall be paid by {W1228436.4}

Seller and/or Buyer as agreed by Seller and Buyer.

**ARTICLE XI.  
DEFAULTS AND REMEDIES**

11.1. Seller's Defaults; Buyer's Remedies.

a. Seller's Defaults. Seller shall be deemed to be in default hereunder if after fifteen (15) days written notice and opportunity to cure (i) Seller shall fail to consummate the sale in accordance with the requirements of this Contract; (ii) any warranty or representation shall become untrue when made or deemed to be made; or (iii) Seller shall fail to meet, comply with or perform any covenant, agreement or obligation required of Seller as provided in this Contract.

b. Buyer's Remedies. In the event Seller shall be deemed to be in default hereunder, Buyer shall have the right as its exclusive remedies to (x) terminate this Contract by notifying Seller thereof, whereupon the Escrow Agent shall deliver the Earnest Money to Buyer (except for \$100.00, which shall be paid to Seller as Independent Consideration for this Contract), and neither party hereto shall have any further rights or obligations hereunder except for those obligations that are specifically identified as surviving termination of this Contract; or (y) enforce specific performance of Seller's obligation to Close; provided, Buyer must file for specific performance with the appropriate court within sixty (60) days of default or the remedy of specific performance is waived. The remedies set forth in this Section 11.1(b) are Buyer's sole and exclusive remedies for a default by Seller. No failure on the part of Buyer to exercise any right under this section shall operate as a waiver thereof; nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right. Nothing contained in this Section 11.1(b) limits Seller's liability for a breach by Seller of any representations, covenants, indemnities, or obligations that survive the Closing, and Buyer will have the right to pursue any remedies available at law or in equity against Seller for a breach of such representations, covenants, indemnities, and obligations.

11.2. Buyer's Defaults; Seller's Remedies.

a. Buyer's Default. Buyer shall be deemed to be in default hereunder if Buyer shall fail to consummate the sale in accordance with the requirements of this Contract, so long as (1) all covenants and obligations to be performed by Seller prior to Closing are fully performed, and if performance of this Contract is fully tendered by Seller; and (2) all of Buyer's conditions to Closing have been satisfied subject to the terms of Section 8.2.

b. Seller's Remedy. In the event Buyer shall be deemed to be in default hereunder, Seller, as Seller's sole and exclusive remedy, may terminate this Contract and request that the Title Company deliver the Earnest Money to Seller (on receipt of written notice from Seller that Buyer has defaulted). Such notice to the Title Company need not be accompanied by any other

document or consent of any other party, it being agreed between Buyer and Seller that the Earnest Money shall be liquidated damages for a default of Buyer hereunder because of the difficulty, inconvenience, and uncertainty of ascertaining actual damages for such default. It is further agreed that the liquidated damages provided for herein represent a reasonable forecast of Seller's damages, considering all the circumstances existing as of the date of this Contract.

**ARTICLE XII.  
MISCELLANEOUS**

12.1. References. All references to "Article," "Articles," "Section," or "Sections" contained herein are, unless specifically indicated otherwise, references to Articles and Sections of this Contract.

12.2. Exhibits. References to "Exhibits" contained herein, if any, are references to exhibits attached hereto, all of which are made a part hereof for all purposes.

12.3. Captions. The captions, headings and arrangements used in this Contract are for convenience only and do not in any way affect, limit, amplify or modify the terms and provisions hereof.

12.4. Number and Gender of Words. Whenever herein the singular number is used, the same shall include the plural where appropriate and words of any gender shall include each other gender where appropriate.

12.5. Notices. All notices, demands and requests and other communications required or permitted hereunder shall be in writing, shall be sent by certified mail, return receipt requested, by courier, or by telephonic facsimile and shall be deemed to be delivered (i) upon first attempted delivery if sent by mail or by courier and (ii) upon transmittal if sent by telephonic facsimile. Buyer's and Seller's respective addresses for purposes of this Contract, and to which all notices required hereunder shall be sent, are as follows:

If to the Seller:           16712 Hamilton Pool Road AGV, LLC  
  c/o Austin Growth Ventures  
  1910 Stoneridge Terrace  
  Austin, Texas 78746  
  Attn: Danny Walker; Stephen Gibson  
  Email: [dw@atxpath.com](mailto:dw@atxpath.com)  
  [sg@atxpath.com](mailto:sg@atxpath.com)

With Copies to:           Travis Phillips  
  Armbrust & Brown, PLLC  
  100 Congress Ave., Ste. 1300  
  Austin, Texas 78701  
  Telephone: (512) 435-2325

Email: [tphillips@abaustin.com](mailto:tphillips@abaustin.com)

If to the Buyer: Ms. Pamela Sanchez  
Assistant Superintendent for Business Services Lake Travis  
Independent School District  
3322 Ranch Road 620 South  
Austin, Texas 78738  
Fax No.: (512) 533-6016  
Email: [sanchezp@ltisdschool.org](mailto:sanchezp@ltisdschool.org)

With copies to: Robert Kleeman  
Sneed Vine & Perry, PC  
2705 Bee Cave Road, Ste. 160  
Austin, Texas 78746  
Telephone: (512) 517-0294  
Fax: (512) 476-1825  
Email: [rkleeman@sneedvine.com](mailto:rkleeman@sneedvine.com)

Either party may change its address for notice by giving three (3) days prior written notice thereof to the other party.

12.6. Governing Law and Venue. This Contract is being executed and delivered and is intended to be performed in the State of Texas, and the laws of such State shall govern the validity, construction, enforcement and interpretation of this Contract, unless otherwise specified herein. Venue for any legal proceeding relating to this Contract shall be in Travis County, Texas.

12.7. Assignment of Contract. This Contract may not be assigned by Buyer without the prior written consent of Seller. This Contract may not be assigned by Seller without the prior written consent of Buyer.

12.8. Attorneys' Fees. Should either party hereto institute any action or proceeding in court to enforce any provision hereof or for damages by reason of any alleged breach of any provision of this Contract or for any other judicial remedy, including specific performance, the prevailing party shall be entitled to receive from the losing party all reasonable attorneys' fees and all court costs in connection with said proceeding.

12.9. Entirety and Amendments. This Contract embodies the entire agreement between the parties and supersedes all prior agreements and understandings, if any, relating to the Property and may be amended or supplemented only by an instrument in writing executed by the party against whom enforcement is sought.

12.10. Invalid Provisions. If any provision of this Contract is held to be illegal, invalid, or unenforceable under present or future laws, such provisions shall be fully severable the same as if such invalid or unenforceable provisions had never comprised a part of the Contract; and the

remaining provisions of the Contract shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Contract. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be automatically as a part of this Contract, a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable. Notwithstanding anything to the contrary contained herein, if any condition precedent to Buyer's or Seller's obligations hereunder is held to be illegal, invalid or unenforceable under present or future laws, then Buyer or Seller may terminate this Contract by written notice delivered to the other party and, thereafter, the parties hereto shall have no further obligations or liabilities hereunder, one to the other.

12.11. Multiple Counterparts. This Contract may be executed in identical counterparts. If so executed, each of such counterparts is to be deemed an original for all purposes and all such counterparts shall, collectively, constitute one agreement, but, in making proof of this Contract, it shall not be necessary to produce or account for more than one such counterpart.

12.12. Parties Bound. This Contract shall be binding upon and inure to the benefit of Seller and Buyer and their respective heirs, personal representatives, successors and assigns.

12.13. Risk of Loss. Risk of loss or damage to the Property or any part thereof by fire or any other casualty from the Execution Date up to the time of delivering the special warranty deed transferring title to the Property to Buyer will be on Seller and thereafter will be on Buyer.

12.14. Further Acts. In addition to the acts and deeds recited herein and contemplated to be performed, executed and/or delivered by Seller to Buyer, Seller and Buyer agree to perform, execute and/or deliver or cause to be performed, executed and/or delivered at the Closing or after the Closing any and all such further acts, deeds and assurances as may be necessary to consummate the transactions contemplated hereby.

12.15. Expiration of Offer to Sell. The offer to sell extended by the delivery of this Contract signed by Seller to Buyer shall be automatically revoked unless Buyer shall execute this Contract and deliver an executed copy to the Title Company within ten (10) days of Buyer's receipt of the Contract executed by Seller.

12.16. Time. If the final day of any period of any date of performance under this Contract falls on a Saturday, Sunday, legal holiday or Non-Business Day, then the final day of said period or the date of performance shall be extended to the next Business Day thereafter. References to days under this Contract shall mean calendar days unless otherwise stated.

12.17. Real Estate Brokerage. At Closing, Seller shall pay Spaeth-Cook Brokerage & Development ("**Buyer's Broker**") a commission of THREE PERCENT (3.0 %) of the Purchase Price (the "**Buyer's Broker Commission**") to be delivered to Escrow Agent prior to closing if, and only if, the Closing is consummated. With the exception of the Buyer's Broker, each party represents to the other

that no other brokers have been involved in this transaction. It is agreed that each party to this Contract whose actions or alleged actions or commitments form the basis of any such claim agrees to indemnify and hold harmless the other party to this Contract from and against any and all such claims or demands with respect to any brokerage fees or agents' commissions or other compensation asserted by any person, firm, or corporation in connection with this Contract or the transaction contemplated herein.

12.18. Survival. Except as provided in this Section 12.18, the acceptance of the Deed by Buyer shall be deemed to be a full performance and discharge of every agreement and obligation of Seller herein contained and expressed. Those covenants and agreements contained herein and explicitly stated to be performed subsequent to any Closing hereunder shall survive the execution and delivery of the deed and other closing documents required hereby and shall specifically not be deemed to be merged into or waived by any instrument of Closing but shall expressly survive and be binding upon Seller and Buyer. Any liability of Seller for misrepresentation or breach of warranty contained herein shall survive the execution and delivery of the deed and other closing documents required hereby, shall specifically not be deemed to be merged into or waived by any instrument of Closing, and such liability shall expressly survive and be binding upon Seller but only to the extent Buyer gives Seller notice of a breach or inaccuracy thereof prior to the first anniversary of the Closing Date.

12.19. Seller's Acknowledgement Regarding Legal Representation. Seller acknowledges that it: (a) was urged in advance by Buyer's Broker to secure separate independent legal counsel in connection with signing and the making of this Contract; (b) has carefully read and understands this Contract; and (c) is signing this Contract voluntarily. SELLER ACKNOWLEDGES THAT SNEED, VINE & PERRY, PC, HAS REPRESENTED BUYER ONLY AS TO THE NEGOTIATION OF THIS CONTRACT. SELLER FURTHER ACKNOWLEDGES THAT SNEED, VINE & PERRY, PC, HAS NEITHER REPRESENTED SELLER NOT PROVIDED ANY FORM OF LEGAL ADVICE TO SELLER DURING THE NEGOTIATION AND EXECUTION OF THIS CONTRACT.

12.20. Rule of Construction. Seller acknowledges that he has had the opportunity to retain his own legal counsel to review this Contract. Seller and Buyer acknowledge that each party and its counsel have taken the opportunity to review and revise this Contract and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Contract or any amendments or exhibits to this Contract. The use of the word "including", when following any general statement, term, or matter, will not be construed to limit such statement, terms or matters set forth immediately following such words or similar matters or items; whether or not non-limiting language (such as "without limitation", or "but not limited to" or words of a similar import) is used with reference thereto, but rather will be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such general statement, terms, or matter.

12.21. No Partnership or Joint Venture. Buyer and Seller are not involved in any form of partnership or joint venture and nothing in this Contract or any related document should be construed to create any such relationship.

12.22. No Third Party Beneficiary. The provisions of this Contract and of the documents to be executed and delivered at Closing are and will be for the benefit of Seller and Buyer only and are not for the benefit of any third party, and accordingly, no third party will have the right to enforce the provisions of this Contract or of the documents to be executed and delivered at Closing.

12.23. Condemnation. Buyer and seller agree that the Property is being conveyed to the Buyer under the imminence of condemnation, as that term is used in the United States Internal Revenue Code. The Purchase Price described in Section 3.1, shall not constitute an admission of the fair market value of the Property by either party.

12.24. Exclusive Negotiations. Seller agrees to limit active negotiations to Buyer for the purchase and sale of the Property and to refrain from active negotiations with other Buyers regarding the sale of the Property or from otherwise actively marketing the Property throughout the Inspection Period. The exclusivity period shall end upon notice by Buyer to Seller terminating this Contract. Seller agrees that the provisions of this Section 12.23 shall be fully binding on it and its affiliates, that it has received adequate and sufficient consideration for its agreements set forth in this Section 12.23, and that such consideration, among other things, consists of the expenses incurred by Buyer in evaluating and negotiating for, the Property.

[Signature pages begin on next page]

**SELLER:**

**16712 HAMILTON POOL ROAD AGV, LLC**, a  
Texas limited liability company

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**BUYER:**

**LAKE TRAVIS INDEPENDENT SCHOOL  
DISTRICT**, an independent school district created  
under the laws of the State of Texas

By: \_\_\_\_\_  
Paul Norton, Superintendent

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

**TITLE COMPANY RECEIPT OF FULLY EXECUTED CONTRACT**

The undersigned Title Company acknowledges receipt of a fully executed copy of this on the \_\_\_ day of \_\_\_\_\_, 2023.

INDEPENDENCE TITLE COMPANY

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**TITLE COMPANY RECEIPT OF EARNEST MONEY**

The undersigned Title Company acknowledges receipt of Buyer's Earnest Money in the amount of Twenty Thousand (\$20,000.00) on the \_\_\_ day of \_\_\_\_\_, 2023.

INDEPENDENCE TITLE COMPANY

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**TITLE COMPANY RECEIPT OF EXTENSION PAYMENT**

The undersigned Title Company acknowledges receipt of Buyer's [First Second or Third] Extension Payment in the amount of Twenty Thousand (\$20,000.00) on the \_\_\_ day of \_\_\_\_\_, 2023.

INDEPENDENCE TITLE COMPANY

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Schedule 7.1(a)**  
**PROPERTY INFORMATION**

1. Feasibility Report prepared by Civiltude dated July 22, 2022
2. Survey and Map dated April 26, 2022
3. Agreement for the Provision of Nonstandard Retail Water Service dated February 17, 2023
4. 2022 Annual Report prepared by Plateau Land & Wildlife Management dated February 21, 2023
5. 2023 Real Estate Appraisal Report prepared by McDade & Company dated April 10, 2023



**KNOWN OR UNKNOWN TO GRANTOR, OR COMPLIANCE OF THE PROPERTY WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION, OR LAND USE LAWS, RULES, REGULATIONS, ORDERS, OR REQUIREMENTS INCLUDING, BUT NOT LIMITED TO, THOSE PERTAINING TO THE HANDLING, GENERATING, TREATING, STORING, OR DISPOSING OF ANY HAZARDOUS WASTE OR SUBSTANCE. IN NO EVENT SHALL GRANTOR BE RESPONSIBLE OR LIABLE FOR LATENT OR PATENT DEFECTS OR FAULTS, IF ANY, IN THE PROPERTY, OR FOR REMEDYING OR REPAIRING THE SAME INCLUDING, WITHOUT LIMITATION, DEFECTS RELATED TO ASBESTOS OR ASBESTOS CONTAINING MATERIALS, UNDERGROUND STORAGE TANKS OR HAZARDOUS OR TOXIC MATERIALS, CHEMICALS OR WASTE, OR FOR CONSTRUCTING OR REPAIRING ANY STREETS, UTILITIES OR OTHER IMPROVEMENTS SHOWN ON ANY PLAT OF THE PROPERTY. BY GRANTEE'S ACCEPTANCE OF THIS CONVEYANCE, GRANTEE WARRANTS THAT GRANTEE HAS FULLY INSPECTED THE PROPERTY, IS FULLY SATISFIED WITH THE SAME IN ALL RESPECTS "AS IS, WHERE IS, WITH ANY AND ALL FAULTS," AND IS NOT RELYING ON ANY REPRESENTATION OR WARRANTY OF GRANTOR OTHER THAN THE SPECIAL WARRANTY OF TITLE PROVIDED HEREIN. GRANTEE, BY ITS ACCEPTANCE OF THIS DEED, ACCEPTS ANY LIABILITIES OR COSTS IN CONNECTION WITH THE CONDITION OF THE PROPERTY, INCLUDING ANY COSTS OR LIABILITIES PERTAINING TO ANY ENVIRONMENTAL CONDITION ON THE PROPERTY.**

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
\_\_\_\_\_

STATE OF TEXAS                   §  
  §  
COUNTY OF TRAVIS           §

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_ 2023, by \_\_\_\_\_, \_\_\_\_\_ of 16712 HAMILTON POOL ROAD AGV, LLC, a Texas limited liability company on behalf of said company.

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

# **Exhibit “A”**

[to the deed]

## **DESCRIPTION OF THE LAND**

# **Exhibit “B”**

[to the deed]

## **PERMITTED EXCEPTIONS**



## **AGENDA ITEM ACTION SHEET**

### **AGENDA ITEM**

Purchase and Sale Agreement Between James C. Kuykendall and Lake Travis ISD for Approximately 7.967 Acres of Land Located at 16910 Hamilton Pool Road

### **RECOMMENDED ACTION**

**Authorize the Superintendent or designee with the authority to execute the purchase and sale agreement between James C. Kuykendall and Lake Travis ISD and execute any and all documents necessary to finalize the sale and closing of the purchase.**

### **RATIONALE**

In April 2023, the Board determined that public necessity required the acquisition of real property for the purpose of future educational facilities and passed Resolution No. 041923-02 authorizing the Superintendent or designee with the authority to execute a letter of intent and negotiate a purchase sale agreement for the acquisition of approximately 7.967 acres located at 16910 Hamilton Pool Road. Over the last month, District administration has investigated the land further and negotiated a purchase contract with the landowner for the sale of the property.

### **BUDGET PROVISIONS**

2023 Bond Program

### **RESOURCE PERSONNEL**

Pam Sanchez – Assistant Superintendent of Business Services  
Robert Winovitch – Director of Facilities and Construction

### **ATTACHMENTS**

Purchase and Sale Agreement  
Master Lease Agreement

### **MEETING DATE**

June 7, 2023

## PURCHASE AND SALE CONTRACT

This Purchase and Sale Contract (the “**Contract**”) is made and entered into between Mr. James C. Kuykendall (“**Seller**”), and the LAKE TRAVIS INDEPENDENT SCHOOL DISTRICT, an independent school district created under the laws of the State of Texas (“**Buyer**”), effective as of the Effective Date (as defined below). Seller and Buyer may be referred to individually as a “**Party**” and collectively as the “**Parties.**”

### ARTICLE I DEFINED TERMS AND EXHIBITS

1.1 This Contract uses the following terms as defined below:

- a. “Additional Earnest Money” means the portion of the Purchase Price deposited by the Buyer in escrow with the Title Company at the time and in the amounts specified in Section 3.4 hereof, plus accrued interest thereon, if any.
- b. “Board of Trustees” means the Board of Trustees of the Lake Travis Independent School District.
- c. “Business Day” means any day that the administrative offices of the Lake Travis Independent School District are open. During the summer months, the administrative offices are open Monday through Thursday until the beginning of the new school year in August.
- d. “Closing” means the consummation of the purchase of the Property by Buyer from Seller in accordance with the terms and provisions of this Contract.
- e. “Closing Date” means the day of the Closing as defined in Section 10.1.
- f. “Earnest Money” means the portion of the Purchase Price deposited by the Buyer in escrow with the Title Company at the time and in the amounts specified in Section 3.3 hereof, plus accrued interest thereon, if any.
- g. “Effective Date” means the date a fully executed copy of this Contract, approved by the Board of Trustees, and the Earnest Money are deposited with and acknowledged by the Title Company.
- h. “Execution Date” means the date on which this Contract is fully executed by both Buyer and Seller.

i. “Hazardous Materials” means any flammable explosives, radioactive materials, hazardous material, hazardous waste, hazardous or toxic substances or related materials as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. § 9.601 et. seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. § 18.01 et. seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. § 69.01 et. seq.) and in the regulations adopted in publications promulgated pursuant thereto, and all asbestos (friable or non-friable), petroleum derivatives, polychlorinated biphenyls, flammable substances and materials defined as hazardous materials under any federal, state or local laws, ordinances, codes, rules, orders, regulations or policies governing the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal thereof.

j. “Initial Inspection Period” means the period ending at 5:00 p.m. on the forty-fifth (45<sup>th</sup>) day after the Effective Date.

k. “Master Lease Agreement” means the master commercial lease for the Property described in Section 4.7, substantially in the form attached hereto as **Exhibit “B”** to be executed by the Buyer and Seller at Closing.

l. “Permitted Exceptions” means those exceptions or conditions as are approved or deemed to be approved by Buyer under Section 4.5.

m. “Property” means:

i. A parcel of land containing approximately 7.967 acres located at 16910 Hamilton Pool Rd, Austin, TX 78738, being out of the WILLIAM MCINTIRE SURVEY NO. 91, ABSTRACT NO. 533 in Travis County, Texas, as more particularly described in the Special Warranty Deed recorded in Document No. 2006180878, Official Public Records of Travis County, Texas (the “**Land**”);

ii. Good and indefeasible fee simple title to the Land, together with all rights, titles, interests, plans, permits, appurtenances, benefits, structures, buildings and intangible property interests, all easements benefitting the Land, and all reversionary interests in the Land that Seller currently possesses related to the Land;

iii. All of Seller’s right, title, and interest in and to any and all (A) surveys, engineering, soils, seismic, geological, environmental, reports, studies, and certificates, and other technical descriptions related to the Property (the “**Plans**”), if any, (B) warranties, guaranties, indemnities, claims, and causes of action related to the Property (the “**Warranties**”), if any, and (C) licenses, permits, governmental approvals, utility commitments, utility rights, development rights, or other similar rights related to the Property (the “**Licenses**”), if any; and

iv. The area and configuration of the Land to be more particularly described by the metes and bounds description of the Survey described in Section 4.3, together with, all and singular, Seller's right, title and interest in and to the rights and appurtenances pertaining to such real estate, including any right, title and interest of Seller in and to the adjacent streets, alleys, rights-of-way, strips or gores of land, improvements, fixtures, and/or personal property situated thereon and attached thereto, and any interests of Seller in any sewage treatment capacity and/or water capacity specifically allocated or to be allocated to the Land.

n. "Purchase Price" means the total consideration to be paid by Buyer to Seller for the purchase of the Property under Section 3.1.

o. "RV Park" means the recreational vehicle park facility Seller operates on the Property.

p. "Second Inspection Period" means the period expiring at 5:00 p.m. on the forty-fifth (45<sup>th</sup>) day after expiration of the Initial Inspection Period if Buyer deposits the Additional Earnest Money in accordance with Section 3.4.

q. "Survey" means a current survey or plat of the Property prepared by the Surveyor under Section 4.3.

r. "Surveyor" means a licensed surveyor selected by Buyer.

s. "Title Commitment" means the Commitment for Title Insurance issued by the Title Company covering the Property.

t. "Title Company" means Independence Title Company, 5900 Shepard Mountain Cove, Building II, Suite 200, Austin, Texas 78730, telephone 512-454-4500 Ext. 3121, acting by and through its agent, Gay Heavilin ([gheavilin@independencetitle.com](mailto:gheavilin@independencetitle.com)).

u. "Title Policy" means the Owner's Policy of Title Insurance issued by the Title Company under Section 4.1 and underwritten by the Title Underwriter.

v. "Title Underwriter" means Stewart Title Guaranty Company.

## **ARTICLE II AGREEMENT OF PURCHASE AND SALE**

2.1 The Property. Upon the terms and conditions of this Contract, Seller agrees to sell and convey to Buyer the Property, and Buyer hereby agrees to buy and take the Property and the appurtenances from Seller. The Property does not include any of Seller's tangible personal property relating to the RV Park, including fixtures, equipment, and furnishings located on the Property or intangible personal property relating to the RV Park.

### **ARTICLE III PURCHASE PRICE**

3.1 The Purchase Price. The total amount to be paid by Buyer to Seller for the Property and all appurtenances thereto will be FOUR MILLION AND NO/100 DOLLARS (\$4,000,000.00).

3.2 Payment of Purchase Price. The Purchase Price shall be payable by Buyer to the Seller at Closing by making a wire transfer of immediately available funds to the account of the Seller.

3.3 Earnest Money. Within three (3) Business Days of the Execution Date, Buyer will deposit the sum of TWENTY THOUSAND AND NO/DOLLARS (\$20,000.00) with the Title Company, as Earnest Money to be held by the Title Company in escrow in an interest-bearing account ("**Earnest Money**").

3.4 Additional Earnest Money. If Buyer wants to extend the Inspection Period for an additional forty-five (45) days, Buyer must deposit an additional Twenty Thousand Dollars (\$20,000) in Earnest Money with the Title Company before the end of the Initial Inspection Period ("**Additional Earnest Money**"). If the purchase and sale of the Property is consummated in accordance with the terms and provisions of this Contract, the entire Earnest Money, and if applicable, the Additional Earnest Money shall be applied by the Title Company as partial payment of the Purchase Price due at the Closing. In all other events, the Earnest Money and the Additional Earnest Money shall be disposed of by the Title Company as provided herein.

### **ARTICLE IV TITLE, SURVEY, INSPECTION PERIOD, AND POST-CLOSING AGREEMENTS**

4.1 Title Commitment. Within ten (10) Days following the Effective Date of the Contract, Seller shall deliver the Title Commitment to Buyer, together with correct and legible copies of all instruments referred to in the Title Commitment as conditions or exceptions to title to the Property, including liens, easements and recorded plats. The Title Commitment shall set forth the state of title to the Property together with all exceptions or conditions to such title, including, but not limited to, all easements, restrictions, rights-of-way, covenants, reservations and all other encumbrances affecting the Property which would appear in the Title Policy, if issued. The Title Commitment shall contain the express commitment of the Title Underwriter to issue the

Title Policy to Buyer in the amount of the Purchase Price, insuring such title to the Property as is specified in the Title Commitment with the standard printed exceptions endorsed or deleted in accordance with Section 4.2 hereof, but subject to Permitted Exceptions.

4.2 Title Policy. At the Closing or shortly thereafter, Seller, at Buyer's expense, will cause the Title Policy to be issued. The Title Policy shall be issued by the Title Company in the amount of the Purchase Price and shall insure good and indefeasible fee simple title to the Property in Buyer. The Title Policy may be subject to the Permitted Exceptions but shall contain no additional exceptions other than the standard preprinted exceptions contained in a Texas Standard Form of Owners Policy of Title Insurance amended as follows:

a. The standard preprinted exception for restrictive covenants shall be revised to read "None of Record," except for Permitted Exceptions;

b. the standard preprinted exception for standby fees and taxes shall read "Standby fees, taxes and assessments by any taxing authority for the year of closing and subsequent years and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership"; and

c. there shall be no exception as to easements, or claims of easements, not shown by the public records or shown on the Survey, nor any exception as to parties in possession.

4.3 Survey.

a. Within thirty (30) days of the Effective Date, Buyer shall, at Buyer's expense, cause the Surveyor to prepare a Survey to be delivered to Buyer and Seller.

b. It is understood and agreed that the exact size, location and legal description of the Land is to be provided by the Survey and, upon completion and subject to the approval of the Survey by the Parties and the Title Company, the metes and bounds description contained thereon shall be incorporated herein by reference as the legal description of the Land for all purposes, including delivery of the deed from Seller to Buyer conveying title to the Property.

4.4 Review of Survey and Title Commitment by Buyer. Buyer will have a ten (10) Business Day period from the date that Buyer has received the Title Commitment and the Survey to review both the Survey and Title Commitment (and legible copies of the documents referred to therein as conditions, exceptions or reservations to title to the Property) and deliver in writing to Seller such objections as Buyer may have to anything contained or set forth in the Survey or in the Title Commitment (collectively, the "**Title Objections**"). Any such items to which Buyer does not object within such period shall be deemed to be Permitted Exceptions.

4.5 Seller's Opportunity to Cure Buyer's Objections to Title or Survey. If Buyer delivers written notice of any Title Objections to Seller in accordance with Section 4.4 hereof, then Seller shall have ten (10) Business Days in which Seller may, at Seller's option, but having no obligation to, undertake to eliminate or satisfy the Title Objections to the satisfaction of Buyer. Notwithstanding anything herein to the contrary, Seller shall be obligated to remove or clear all items listed on Schedule C of the Title Commitment, including, pay and discharge any encumbrances or obligations arising from delinquent taxes, mortgages, deeds of trust, security agreements, mechanics' liens or other similar liens or charges which were created, consented to, or expressly assumed by Seller (collectively, "**Monetary Title Encumbrances**"). If Seller is unable or unwilling to so correct the Survey or cure said Title Objections, Seller shall deliver to Buyer written notice thereof ("**Title Notice**"). In the event that Seller fails to deliver a Title Notice within ten (10) Business Days after receipt of the Title Objections, Seller shall be deemed to be unwilling to cure said exceptions. Buyer may either (a) waive its Title Objections and accept title to the Property subject to the exceptions and the Survey as delivered or (b) terminate this Contract. Buyer shall have until five (5) Business Days after receipt (or deemed receipt) of Seller's Title Notice in which to make such election. Failure of Buyer to make an election within such five (5) Business Day period shall be deemed an election by Buyer under option (a) above. Should Buyer elect, or be deemed to have elected, option (a) above, this Contract shall remain in full force and effect and, provided the purchase and sale of the Property closes as provided herein, Buyer shall take the Property subject to any uncured Title Objections which shall then be deemed additional Permitted Exceptions; provided, however, no Schedule C item or Monetary Title Encumbrances shall be Permitted Exceptions. In the event this Contract is terminated pursuant to this Section 4.5, the Title Company shall immediately deliver to Buyer the Earnest Money, except for \$100.00 that shall be paid to Seller as an independent option consideration, and neither party hereto shall have any further obligation or liability under this Contract to the other party.

4.6 Inspection Period.

a. Seller shall afford Buyer and its employees, consultants, contractors and representatives the right to enter onto the land to test, inspect, and examine, at reasonable hours, the Property, and all documents, information or data pertaining to the Property, as described in Section 7.1(a). As to the Land, such right of entry is a continuing right from the Effective Date to the Closing Date. Prior to entry upon the Land to conduct any invasive testing (i.e., bore holes for soil testing or environmental sampling, water wells), Buyer or buyer's contractor or consultant shall provide Seller at least two (2) Business Days advance notice by telephone or email and the third party contractor or consultant conducting the invasive testing must provide to Seller evidence of adequate insurance underwritten by an insurer reasonably acceptable to Seller, naming Seller as an additional insured party, and otherwise reasonably acceptable to Seller. In

conducting any inspections, investigations, or tests of the Land, Buyer and its employees, consultants, contractors and representatives shall: (a) not disturb or interfere with Seller's use of the Property; (b) not interfere with the operation and maintenance of the RV Park; (c) not damage any part of the Land or RV Park or any personal property owned or held by Seller or of a tenant or lessee of any part of the Land; (d) not injure or otherwise cause bodily harm to Seller or its agents, tenants, guests, invitees, contractors, and employees; (e) comply with all applicable laws; (f) promptly pay when due the costs of all tests, investigations, and examinations done with regard to the Property; (g) not permit any liens to attach to the Property by reason of the exercise of its rights hereunder; (h) repair any damage to the Property resulting directly or indirectly from any such inspection or tests. Buyer shall use commercially reasonable efforts to restore the Property to its original pre-inspection condition.

**TO THE EXTENT PERMITTED BY LAW, BUYER HEREBY AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS SELLER FROM AND AGAINST ANY AND ALL LOSS, DAMAGE, CLAIMS, REMEDIES, DEFENSES, DEMANDS, SUITS, CAUSES OF ACTION, LIABILITIES, COSTS OR EXPENSES, OF WHATEVER KIND OR CHARACTER, ARISING OUT OF OR IN ANY WAY RELATED TO BUYER'S ACTIVITIES ON THE LAND PRIOR TO CLOSING OR TERMINATION OF THIS CONTRACT.** The foregoing indemnification obligations of Buyer shall survive the termination or Closing of this Contract for two years.

b. If for any reason Buyer, in its sole and absolute discretion, is not satisfied with the physical condition of the Property, or for any other reason or for no reason, Buyer shall have the right prior to expiration of the Initial Inspection Period to terminate this Contract and the Initial Earnest Money shall be delivered to Buyer immediately upon delivery of notice of to the Title Company of Buyer's election to terminate this Contract. In the event that Buyer delivers written notice to Seller during the Initial Inspection Period that Buyer desires to terminate this Contract for any reason, the Title Company shall immediately deliver to Buyer the Earnest Money, except for \$100.00 that shall be paid to Seller as an independent option consideration, this Contract shall terminate, and neither Party hereto shall have any further obligation or liability under this Contract to the other Party except those obligations that specifically survive termination of this Contract. If Buyer does not deliver a notice of termination to Seller or deposit the Additional Earnest Money on or before the expiration of the Inspection Period, Buyer will be deemed to have elected to not terminate the Contract and the Earnest Money shall become non-refundable to Buyer unless Seller defaults under this Contract.

c. If for any reason Buyer, in its sole and absolute discretion, is not satisfied with the physical condition of the Property, or for any other reason or for no reason, Buyer may, before the end of the Second Inspection Period, terminate this Contract and the Earnest Money will be delivered to Seller as an independent option consideration and the Additional Earnest

Money shall be delivered to Buyer immediately upon delivery of notice to the Title Company of Buyer's election to terminate this Contract. In the event that Buyer delivers written notice to Seller during the S e c o n d Inspection Period that Buyer desires to terminate this Contract for any reason, this Contract shall terminate, and neither Party hereto shall have any further obligation or liability under this Contract to the other Party except those obligations that specifically survive termination of this Contract. If Buyer does not deliver a notice of termination to Seller or deposit the Additional Earnest Money on or before the expiration of the Second Inspection Period, Buyer will be deemed to have elected to not terminate the Contract and the Earnest Money and Additional Earnest Money shall become non-refundable to Buyer unless Seller defaults under this Contract.

d. Master Lease Agreement. Buyer agrees to lease back the Property to Seller to allow Seller time to wind down and close his RV Park operation on the Land and cause all tenants, guests and other people occupying any portion of the Land to vacate the Land as soon as possible (“Master Lease Agreement”). A copy of the Master Lease Agreement is attached hereto as Exhibit “B,

#### ARTICLE V

##### REPRESENTATIONS AND WARRANTIES OF BUYER

5.1 Buyer represents, warrants, covenants and agrees with Seller that as of the Execution Date and the Closing Date, Buyer has and shall have the full right, power and authority to enter into this Contract and to carry out its obligations hereunder and that all required action by the Board of Trustees necessary to authorize Buyer to enter into this Contract and to carry out its obligations hereunder has been taken. Buyer shall give Seller immediate notice upon the occurrence of any event, or receipt of any notice, which might give rise to a breach by Buyer of any of its representations or warranties set forth in this Article V.

#### ARTICLE VI

##### REPRESENTATIONS AND WARRANTIES OF SELLER

6.1 Seller represents, warrants, covenants and agrees with Buyer that, except as specifically stated as otherwise herein, as of the Execution Date and as of the Closing Date:

a. Seller has and shall have the full right, power and authority to convey the Property to Buyer as provided in this Contract and to carry out its obligations hereunder and that all required action by the Seller to enter into this Contract and to carry out its obligations hereunder has been, or upon Closing will have been, taken.

b. Seller has received no written notice and has no actual knowledge of condemnation or contemplated condemnation proceedings affecting the Property or any part thereof.

c. Seller has received no written notice of any litigation pending nor, to Seller's current actual knowledge threatened affecting Seller or the Property which would in any way constitute a lien, claim or obligation of any kind against the Property. Seller will have at the time of Closing good and indefeasible title in fee simple to the Property.

d. To the best of Seller's knowledge, no person, firm or entity, except as set forth in this Contract, has any rights to acquire the Property, or any part thereof.

e. Seller has not received any written notice and has no actual knowledge of any claims for unpaid bills for work performed on or materials delivered to the Property which though not then the subject of, might provide the basis of a mechanic's and materialmen's or other lien on the Property.

f. To Seller's actual knowledge, without investigation or inquiry, no portion of the Property contains any substance which may be classified as a hazardous, toxic, chemical or radioactive substance, or a contaminant or pollutant (together, "**Hazardous Substances**") under applicable federal, state or local law, ordinance, rule or regulation ("**Hazardous Substances Applicable Laws**") or which may require any cleanup, remediation or other corrective action pursuant to such Hazardous Substances Applicable Laws. Seller has not used any portion of the Property, nor permitted any person or entity to use the Property for the purpose of storage, generation, manufacture, disposal, transportation or treatment of any such Hazardous Substances in violation of Hazardous Substances Applicable Laws.

g. Seller has not received any written notice of any environmental, civil (including actions by private parties), criminal, administrative or other proceedings pending against the Property, nor of any judgments or orders entered against Seller or the Property, relating to the use, generation, manufacture, storage or disposal of any Hazardous Material on, in or under the Property, nor of any failure to comply with any applicable local, state and federal environmental laws, regulations, ordinances and administrative and judicial orders relating to the generation, recycling, reuse, sale, storage, handling, transport and disposal of any Hazardous Material located on the Property.

h. This Contract and the sale of the Property will not cause to be imposed on the Buyer any liability to withhold any amount pursuant to § 1445 of the Internal Revenue Code (and the implementing regulations).

i. Seller's performance of this Contract will not result in any breach of, or constitute any default under, or result in any imposition of any lien or encumbrance upon the

Property or any agreement or other instrument to which Seller is a party, or by which Seller, or the Property might be bound.

6.2 Condition of Property; AS IS. **BUYER UNDERSTANDS AND AGREES THAT SELLER IS SELLING THE PROPERTY STRICTLY ON AN "AS IS, WHERE IS" BASIS, "WITH ANY AND ALL FAULTS." OTHER THAN THE SPECIAL WARRANTY OF TITLE PROVIDED IN THE DEED, SELLER MAKES NO REPRESENTATIONS OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, EXCEPT AS EXPRESSLY SET FORTH IN THIS CONTRACT, NOR IS ANY EMPLOYEE OR AGENT OF SELLER AUTHORIZED TO MAKE ANY REPRESENTATION OR WARRANTY, AS TO THE QUALITY OR CONDITION OF THE PROPERTY, MERCHANTABILITY, SUITABILITY OR FITNESS OF THE PROPERTY FOR ANY USE WHATSOEVER, KNOWN OR UNKNOWN TO SELLER, OR COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION, OR LAND USE LAWS, RULES, REGULATIONS, ORDERS, OR REQUIREMENTS INCLUDING, BUT NOT LIMITED TO, THOSE PERTAINING TO THE HANDLING, GENERATING, TREATING, STORING, OR DISPOSING OF ANY HAZARDOUS WASTE OR SUBSTANCE. IN NO EVENT SHALL SELLER BE RESPONSIBLE OR LIABLE FOR LATENT OR PATENT DEFECTS OR FAULTS, IF ANY, IN THE PROPERTY, OR FOR REMEDYING OR REPAIRING THE SAME INCLUDING, WITHOUT LIMITATION, DEFECTS RELATED TO ASBESTOS OR ASBESTOS CONTAINING MATERIALS, UNDERGROUND STORAGE TANKS OR HAZARDOUS OR TOXIC MATERIALS, CHEMICALS OR WASTE, OR FOR CONSTRUCTING OR REPAIRING ANY STREETS, UTILITIES OR OTHER IMPROVEMENTS SHOWN ON ANY PLAT OF THE PROPERTY. BY CLOSING THE PURCHASE AND SALE, BUYER WARRANTS THAT BUYER HAS FULLY INSPECTED THE PROPERTY, IS FULLY SATISFIED WITH THE SAME IN ALL RESPECTS "AS IS, WHERE IS, WITH ANY AND ALL FAULTS," IS NOT RELYING ON ANY REPRESENTATION OR WARRANTY OF SELLER OTHER THAN THE WARRANTY OF TITLE PROVIDED IN THE DEED, IN PURCHASING THE PROPERTY FROM SELLER, AND ACCEPTS ANY LIABILITIES OR COSTS ARISING IN CONNECTION WITH THE CONDITION OF THE PROPERTY, INCLUDING ANY COSTS OR LIABILITIES PERTAINING TO ANY ENVIRONMENTAL CONDITION ON THE PROPERTY.**

## **ARTICLE VII EXPRESS COVENANTS OF SELLER**

7.1 Covenants of Seller. Between the Effective Date and through the Closing, Seller expressly covenants and agrees that:

a. Within ten (10) days following the Effective Date, Seller shall deliver to Buyer copies of all engineering, environmental or wetlands studies or reports relating to the Property; all site plans or other surveys of the Property; all letters or other documentation relating to the sewage capacity, utility capacity, or water capacity and/or allocation affecting or concerning the Property; a rent roll accurate as of the Effective Date; a copy of all leases; and all other agreements, licenses, permits, variances, warranties or guaranties relating to the Property, to the extent such items exist and are in Seller's possession.

b. Seller shall not commit waste of the Land.

c. Seller shall give to Buyer prompt written notice of the institution of or receipt of written notice of any litigation or threatened litigation affecting Seller or the Property which would in any way constitute or have the effect of presently or in the future creating a lien, claim or obligation of any kind against the Property.

d. Seller shall give Buyer prompt notice upon the occurrence of any event, or receipt of any written notice, which reasonably would rise to a breach by Seller of any of its representations or warranties set forth in Article VI above.

e. Seller shall not impose, nor permit to be imposed upon the Property, any new or additional encumbrances to title and shall discharge, or cause to be discharged, any claims of lien or liens imposed upon the Property following the Execution Date.

f. Seller may only enter into new leases that are on a month-to-month basis and that Seller may terminate with no more than sixty (60) days written notice to the tenant. Seller may only renew or extend leases that expire or terminate after the Effective Date and prior to Closing on a month-to-month basis. Seller shall immediately provide to Buyer a copy of each new lease and a copy of instruments extending the term of a lease existing as of the Effective Date.

g. Seller shall not enter into any agreement or take any action that would bind or encumber the Property after Closing without Buyer's written consent.

h. Seller shall not construct or commence construction of any new improvements on the Land without Buyer's written consent; provided, however, Seller may repair RV Park facilities.

i. Seller shall not plat, replat, subdivide, or rezone the Property, or amend any development or utility rights applicable to the Property without Buyer's written consent.

j. Within three (3) days of the expiration of the Initial Inspection Period or the expiration of the Second Inspection Period, as applicable, Seller shall hand deliver to each tenant and to each person residing upon or otherwise occupying any portion of the Land (collectively "**Occupants**") a copy of the written notice in substantially the form attached hereto as **Exhibit**

**“C” (“Notice of Contract to Sell RV Park Land”).** Seller shall provide to Buyer’s counsel a copy of each delivered Notice of Contract to Sell RV Park Land within three (3) days of delivery and a certification that said Notice has been hand delivered to each Occupant.

k. On the day after Closing, Seller shall deliver to each Occupant a notice of the conveyance of the Land and the termination of leases or rights to occupy the Land, as applicable (**“Notice of Termination of Lease”**). The Notice of Termination of Lease shall direct each Occupant to vacate the RV Park and the Land within forty (40) days after the date of Closing.

7.2 Post-Closing Covenants of Seller. During the 120 day period beginning on the date of Closing Seller shall commercial reasonable efforts to 1) vacate the Land and remove all of Seller’s personal property from the Land; and 2) terminate all tenancies, leases or rights to occupy any portion of the Land and cause all tenants, lessees, and parties in occupancy of the Land or any part of the Land to vacate the Land and to remove all personal property owned or possessed by a tenant, lessee, or occupant from the Land. The Parties agree that \$40,000 will be held back from the Purchase Price at the Closing and held in escrow to secure Seller’s performance of Seller’s obligations under this Section 7.2. If Seller fails to comply with the obligations set forth in this Section 7.2 in all material respects, the Title Company shall release the \$40,000 to Buyer. If Seller satisfies its obligations set forth in this Section 7.2 in all material respects as of the expiration of the Master Lease, the Title Company shall release the \$40,000 to Seller. The obligations of this Section 7.2 shall survive Closing and shall be a covenant independent from the terms of the Master Lease Agreement.

**ARTICLE VIII  
CONDITIONS PRECEDENT TO BUYER'S OBLIGATION TO CLOSE**

8.1 Buyer shall not be obligated to Close unless:

a. Contract to Purchase Adjacent Property. Buyer has entered into a contract for the purchase of adjacent property located at 16712 Hamilton Pool Rd. containing approximately 14.62-acres currently owned by 16712 Hamilton Pool Road AGV (**“HPR AGV Property”**) and Buyer has scheduled a simultaneous closing for the HPR AGV Property on the same date as closing is scheduled under this Contract.

b. Delivery of Notice of Contract to Sell RV Park Land. Seller has provided Buyer with evidence satisfactory to Buyer that Seller has delivered the Notice of Contract to Sell RV Park Land to each Occupant of the Land.

c. Delivery of Possession of the Land. If Seller decides to not execute the Master Lease Agreement at Closing, then Seller must have terminated all leases and all tenants have vacated the Land prior to the date of Closing. If Buyer and Seller have negotiated a Master

Lease Agreement to be signed by the Parties at Closing, then delivery of possession of the Land will be in accordance with the terms of the Master Lease Agreement.

d. Closing Documents. Seller shall have properly executed and provided to Buyer at Closing, each of the documents required pursuant to Section 10.2(a) hereof, in form and content reasonably satisfactory to Buyer, Seller, and Title Company.

e. Seller's Warranties, Representations and Covenants. Each of Seller's warranties and representations set forth in Article VI hereof are true and correct as of the Execution Date and remain true as of the Closing Date. Furthermore, as of Closing, Seller shall have performed all its covenants as set forth in Article VII hereof.

f. Title Policy. The Title Company shall have confirmed that it is irrevocably and unconditionally committed to issue the Owner's Title Policy in the form required by Buyer, with no exceptions other than the Permitted Encumbrances (and, at Buyer's option and expense, with the printed exception for "discrepancies, conflicts or shortages in area or boundary lines, or encroachments, or any overlapping of improvements" deleted from Schedule B thereto except for "shortages in area"), and there shall have been no change in the matters reflected on the Survey.

If any of the foregoing conditions are not satisfied by and on the Closing Date, Buyer shall have the option of either (i) terminating this Contract prior to Closing and receiving a prompt refund of the Earnest Money, or (ii) proceeding to Close in accordance with this Contract.

## **ARTICLE IX CONDITIONS PRECEDENT TO SELLER'S PERFORMANCE**

9.1 Seller shall not be obligated to perform under this Contract unless:

a. Buyer's Representations and Warranties. Each of Buyer's warranties and representations set forth in Article V hereof shall be true and correct as of the Execution Date and/or the Closing Date.

b. Closing Documents. Buyer shall have provided to Seller at Closing, each of the documents required pursuant to Section 10.2(b) hereof, in form and content reasonably satisfactory to Buyer and Seller.

## **ARTICLE X CLOSING**

10.1 Date and Place of Closing. The Closing hereunder shall take place in the offices of the Title Company, or at such other place as Seller and Buyer may mutually agree. The Closing

shall take place no later than thirty (30) days following the expiration of the Initial Inspection Period or the Second Inspection Period, as applicable.

10.2 Items to be Delivered at the Closing.

a. Seller. At the Closing, Seller shall deliver to Buyer or its assignees, at Seller's cost and expense, the following items:

i. a special warranty deed, in the form attached hereto as **Exhibit "A,"** duly executed and acknowledged by Seller, conveying good and indefeasible fee simple title to the Property to Buyer, subject only to the Permitted Exceptions;

ii. an affidavit executed by Seller satisfactory to evidence that Buyer will not be required to withhold any tax and that no withholding liability exists as of the Closing under Section 1445 of the Internal Revenue Code (and the implementing regulations), which affidavit shall state that Seller is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and income tax regulations), Seller's tax identification number, and Seller's office address plus such other statements as Buyer or the Title Company may reasonably request;

iii. an affidavit of possession in the form provided by or approved by the Title Company executed and sworn to and reasonably acceptable to Seller;

iv. releases for any mortgagees, deeds of trust or other liens arising by, through or under Seller encumbering the Property;

v. an assignment of warranties and guaranties, indemnities, licenses, permits, approvals, consents, authorizations, variances, and waivers relating to the Property executed by Seller;

vi. Master Lease Agreement in substantially the form attached hereto as **Exhibit "B,"** duly executed and acknowledged by Seller along with payment to Buyer of Base Rent of \$100.00 per month for four (4) calendar months calculated on per diem basis for the remaining days of the month of Closing including the date of Closing; and

vii. all additional documents and instruments the Title Company may require in order to issue the Title Policy or which Buyer's counsel and Seller or Seller's counsel may mutually reasonably determine are necessary to the proper consummation of this transaction.

b. Buyer. At the Closing, Buyer shall deliver to the Title Company each of the following items:

i. the total Purchase Price, less the Earnest Money Deposit;

ii. Master Lease Agreement in substantially the form attached hereto as **Exhibit “B,”** duly executed by Buyer;

iii. Pursuant to Section 4.7 of this Contract, FORTY THOUSAND AND NO/100 (\$40,000) of the Purchase Price will be placed in escrow with the Title Company to secure Seller’s performance of Seller’s obligations under Section 4.7 of this Contract and the obligations set forth in the Master Lease Agreement executed by the Parties.

iv. all additional documents and instruments the Title Company may require in order to issue the Title Policy or which Buyer’s counsel and Seller or Seller’s counsel may mutually reasonably determine are necessary to the proper consummation of this transaction.

10.3 Ad Valorem Tax Settlement. Real estate and property taxes payable with respect to the Property shall be prorated as of 11:59 p.m., of the Closing Date. Seller shall remain liable for and pay all real estate and property tax obligations of Seller in connection with the Property which are incurred, accrue or arise on or prior to the Closing Date, and Seller shall indemnify and hold Buyer harmless from and against any and all claims, loss, demands, liabilities, costs, expenses (including attorneys’ fees, interest and penalties) arising out of, by reason of, or in connection with the ownership, operation, management, or maintenance of the Property on or prior to the Closing Date or Seller’s failure to pay its pro rate share of the real estate taxes and property taxes for the year of closing. Such proration shall be based upon the latest ad valorem property tax bills available. Seller acknowledges that Buyer is an independent school district created under the laws of the State of Texas and is prohibited by law from paying taxes, interest on taxes and penalties for late payment of taxes. Buyer shall be liable for all obligations of Buyer in connection with the Property which are incurred, accrue or arise after the Closing Date, and Buyer shall, to the extent allowed by Texas Law, indemnify and hold Seller harmless from and against any and all claims, loss, demands, liabilities, costs, expenses (including attorneys’ fees) arising out of, by reason of, or in connection with the ownership, operation, management, or maintenance of the Property by Buyer after the Closing Date. For avoidance of doubt, Seller shall have no liability for the payment of any property taxes assessed against any portion or the Property for the period after the Closing Date, except as provided in the Master Lease Agreement.

10.4 Possession and Closing. Possession of the Property shall be delivered to Buyer in accordance with the terms of the Master Lease Agreement.

10.5 Costs of Closing.

- a. Seller agrees to pay:
  - i. all charges for tax certificates;
  - ii. Seller’s attorneys’ fees; and

iii. all charges incurred by Seller for the procurement, preparation and recording of any releases, waivers, or other instruments required to clear Seller's title to the Property in accordance with the provisions hereof.

b. Buyer agrees to pay:

i. the premium for issuance of the Title Policy required under Section 4.2 together with all inspection fees and premiums for endorsements or deletions on the Title Policy as required by Buyer;

ii. all cost of the Survey required in Section 4.4;

iii. the cost of any tests or inspections performed on the Land;

iv. the cost of the boundary deletion as set forth under Section 4.2;

v. fee for recording the deed charged by the Title Company;

vi. any escrow fees; and

vii. Buyer's attorneys' fees.

All other costs, fees, penalties and other expenses incurred at the Closing, if any, shall be paid by Seller and/or Buyer as agreed by Seller and Buyer.

## **ARTICLE XI DEFAULTS AND REMEDIES**

### **11.1 Seller's Defaults; Buyer's Remedies.**

a. Seller's Defaults. Seller shall be deemed to be in default hereunder if after fifteen (15) days written notice and opportunity to cure (i) Seller shall fail to consummate the sale in accordance with the requirements of this Contract; (ii) any warranty or representation shall become untrue when made or deemed to be made; or (iii) Seller shall fail to meet, comply with or perform any covenant, agreement or obligation required of Seller as provided in this Contract.

b. Buyer's Remedies. In the event Seller shall be deemed to be in default hereunder, Buyer shall have the right as its exclusive remedies to (x) terminate this Contract by notifying Seller thereof, whereupon the Escrow Agent shall deliver the Earnest Money to Buyer (except for \$100.00, which shall be paid to Seller as independent consideration for this Contract), and neither party hereto shall have any further rights or obligations hereunder except for those obligations that are specifically identified as surviving termination of this Contract; or (y) enforce specific performance of Seller's obligation to Close; provided, Buyer must file for specific performance with the appropriate court within sixty (60) days of default or the remedy of specific performance is waived. The remedies set forth in this Section 11.1(b) are Buyer's sole and exclusive remedies for a default by Seller. No failure on the part of Buyer to exercise any right

under this section shall operate as a waiver thereof; nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right. Nothing contained in this Section 11.1(b) limits Seller's liability for a breach by Seller of any representations, covenants, indemnities, or obligations that survive the Closing, and Buyer will have the right to pursue any remedies available at law or in equity against Seller for a breach of such representations, covenants, indemnities, and obligations.

11.2 Buyer's Defaults; Seller's Remedies.

a. Buyer's Default. Buyer shall be deemed to be in default hereunder if after fifteen (15) days written notice and opportunity to cure Buyer shall (a) fail to consummate the sale in accordance with the requirements of this Contract or (b) Buyer shall fail to meet, comply with or perform any covenant, agreement or obligation required of Buyer as provided in this Contract, so long as all covenants and obligations to be performed by Seller prior to Closing are fully performed, and if performance of this Contract is fully tendered by Seller.

b. Seller's Remedy. In the event Buyer shall be deemed to be in default hereunder, Seller, as Seller's sole and exclusive remedy, may terminate this Contract and require that the Title Company deliver the Earnest Money to Seller (on receipt of written notice from Seller that Buyer has defaulted). Such notice to the Title Company need not be accompanied by any other document or consent of any other party, it being agreed between Buyer and Seller that the Earnest Money shall be liquidated damages for a default of Buyer hereunder because of the difficulty, inconvenience, and uncertainty of ascertaining actual damages for such default. It is further agreed that the liquidated damages provided for herein represent a reasonable forecast of Seller's damages, considering all the circumstances existing as of the date of this Contract.

**ARTICLE XII  
CONDEMNATION AND RISK OF LOSS**

12.1 Condemnation. If, prior to Closing, any governmental authority or other entity having condemnation authority shall institute an eminent domain proceeding or take any steps preliminary thereto (including the giving of any direct or indirect notice of intent to institute such proceedings) with regard to the Property, and the same is not dismissed on or before ten (10) days prior to Closing, Buyer shall be entitled either to terminate this Contract upon written notice to Seller or to waive such right of termination and receive all such condemnation proceeds. In the event Buyer elects to terminate this Contract under this Section 12.1, the Title Company shall deliver the Earnest Money to Buyer without further notice to or from Seller, and neither party to this Contract shall thereafter have any further rights, liabilities or obligations hereunder.

12.2 Risk of Loss. Seller agrees to give Buyer immediate notice of any fire or other casualty to the Property which results in damage to the Property and occurring between the

Effective Date and the Closing Date. If, prior to Closing, the Property is damaged by fire or other casualty and repair for the Property would cost less than Fifty Thousand and No/100 Dollars (\$50,000.00), then neither party shall have the right to terminate its obligations under this Contract to purchase or sell the affected Property or any of the Properties by reason thereof and the Closing shall take place without abatement of the Purchase Price, but Seller shall assign to Buyer at the Closing all of Seller's interest in any insurance proceeds (except use and occupancy insurance, rent loss and business interruption insurance, and any similar insurance for the period preceding the Closing Date) that may be payable to Seller on account of any such fire or other casualty, plus Seller shall credit the amount of any deductibles under any policies related to such proceeds to the Purchase Price for such Property. If any such damage due to fire or other casualty would cost in excess of Four Hundred Thousand and No/100 Dollars (\$400,000.00), then Buyer may terminate its obligations under this Contract to purchase the Property by written notice given to Seller within three (3) days after Seller has given Buyer the notice of damage or casualty referred to in this Section 12.2, or on the Closing Date, whichever is earlier, in which case, the Title Company shall deliver the Earnest Money to Buyer without further notice to or from Seller, and neither party to this Contract shall thereafter have any further rights, liabilities or obligations hereunder. Should Buyer elect to proceed to Closing on the affected Property notwithstanding the amount of the loss, the Closing shall take place without abatement of the Purchase Price and at Closing Seller shall assign to Buyer the insurance proceeds and grant to Buyer a credit against the Purchase Price equal to the amount of the applicable deductible for the applicable Property.

### **ARTICLE XIII MISCELLANEOUS**

13.1 References. All references to "Article," "Articles," "Section," or "Sections" contained herein are, unless specifically indicated otherwise, references to Articles and Sections of this Contract.

13.2 Exhibits. References to "Exhibits" contained herein, if any, are references to exhibits attached hereto, all of which are made a part hereof for all purposes.

13.3 Captions. The captions, headings and arrangements used in this Contract are for convenience only and do not in any way affect, limit, amplify or modify the terms and provisions hereof.

13.4 Number and Gender of Words. Whenever herein the singular number is used, the same shall include the plural where appropriate and words of any gender shall include each other gender where appropriate.

13.5 Notices. All notices, demands and requests and other communications required or permitted hereunder shall be in writing, shall be sent by certified mail, return receipt requested, by courier, or by telephonic facsimile and shall be deemed to be delivered (i) upon first attempted

delivery if sent by mail or by courier and (ii) upon transmittal if sent by telephonic facsimile. Buyer's and Seller's respective addresses for purposes of this Contract, and to which all notices required hereunder shall be sent, are as follows:

If to the Seller:        Mr. James C. Kuykendall  
                                 16910 Hamilton Pool Road  
                                 Austin, TX 78738  
                                 Telephone: \_\_\_\_\_  
                                 Email: \_\_\_\_\_

With Copies to:        Akerman LLP  
                                 500 West 5<sup>th</sup> Street  
                                 Suite 1250  
                                 Austin, Texas 78701  
                                 Attn: Todd A. Reed  
                                 Email: [todd.reed@akerman.com](mailto:todd.reed@akerman.com)  
                                 Phone: (737) 999-7104

If to the Buyer:        Ms. Pamela Sanchez  
                                 Assistant Superintendent for Business Services Lake Travis  
                                 Independent School District  
                                 3322 Ranch Road 620 South  
                                 Austin, Texas 78738  
                                 Email: [sanchezp@ltidschools.org](mailto:sanchezp@ltidschools.org)

With copies to:        Robert Kleeman  
                                 Sneed Vine & Perry, PC  
                                 2705 Bee Cave Road, Ste. 160  
                                 Austin, Texas 78746  
                                 Telephone: 512-494-3135  
                                 Fax: (512) 476-1825  
                                 Email: [rkleeman@sneedvine.com](mailto:rkleeman@sneedvine.com)

Either party may change its address for notice by giving three (3) days prior written notice thereof to the other party.

13.6     Governing Law and Venue. This Contract is being executed and delivered and is intended to be performed in the State of Texas, and the laws of such State shall govern the validity, construction, enforcement and interpretation of this Contract, unless otherwise specified herein. Venue for any legal proceeding relating to this Contract shall be in Travis County, Texas.

13.7 Assignment of Contract. This Contract may not be assigned by Buyer without the prior written consent of Seller. This Contract may not be assigned by Seller without the prior written consent of Buyer.

13.8 Attorneys' Fees. Should either party hereto institute any action or proceeding in court to enforce any provision hereof or for damages by reason of any alleged breach of any provision of this Contract or for any other judicial remedy, including specific performance, the prevailing party shall be entitled to receive from the losing party all reasonable attorneys' fees and all court costs in connection with said proceeding.

13.9 Entirety and Amendments. This Contract embodies the entire agreement between the parties and supersedes all prior agreements and understandings, if any, relating to the Property and may be amended or supplemented only by an instrument in writing executed by the party against whom enforcement is sought.

13.10 Invalid Provisions. If any provision of this Contract is held to be illegal, invalid, or unenforceable under present or future laws, such provisions shall be fully severable the same as if such invalid or unenforceable provisions had never comprised a part of the Contract; and the remaining provisions of the Contract shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Contract. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be automatically as a part of this Contract, a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable. Notwithstanding anything to the contrary contained herein, if any condition precedent to Buyer's or Seller's obligations hereunder is held to be illegal, invalid or unenforceable under present or future laws, then Buyer or Seller may terminate this Contract by written notice delivered to the other party and, thereafter, the parties hereto shall have no further obligations or liabilities hereunder, one to the other.

13.11 Multiple Counterparts. This Contract may be executed in identical counterparts. If so executed, each of such counterparts is to be deemed an original for all purposes and all such counterparts shall, collectively, constitute one agreement, but, in making proof of this Contract, it shall not be necessary to produce or account for more than one such counterpart.

13.12 Parties Bound. This Contract shall be binding upon and inure to the benefit of Seller and Buyer and their respective heirs, personal representatives, successors and assigns.

13.13 Risk of Loss. Risk of loss or damage to the Property or any part thereof by fire or any other casualty from the Execution Date up to the time of delivering the special warranty deed transferring title to the Property to Buyer will be on Seller and thereafter will be on Buyer.

13.14 Further Acts. In addition to the acts and deeds recited herein and contemplated to be performed, executed and/or delivered by Seller to Buyer, Seller and Buyer agree to perform,

execute and/or deliver or cause to be performed, executed and/or delivered at the Closing or after the Closing any and all such further acts, deeds and assurances as may be necessary to consummate the transactions contemplated hereby.

13.15 Expiration of Offer to Sell. The offer to sell extended by the delivery of this Contract signed by Seller to Buyer shall be automatically revoked unless Buyer shall execute this Contract and deliver an executed copy to the Title Company within ten (10) days of Buyer's receipt of the Contract executed by Seller.

13.16 Time. If the final day of any period of any date of performance under this Contract falls on a Saturday, Sunday or legal holiday, then the final day of said period or the date of performance shall be extended to the next Business Day thereafter. References to days under this Contract shall mean calendar days unless otherwise stated.

13.17 Real Estate Brokerage. At Closing, Seller shall pay Spaeth-Cook Brokerage & Development ("**Buyer's Broker**") a commission of two and one-half percent (2.5%) of the Purchase Price (the "**Buyer's Broker Commission**") to be delivered to Escrow Agent prior to closing if, and only if, the Closing is consummated. Seller is represented by Taylor Tempel ("Seller's Broker") who will be paid pursuant to a separate agreement between Seller and Seller's Broker. With the exception of the Buyer's Broker and Seller's Broker, each party represents to the other that no other brokers have been involved in this transaction. It is agreed that each party to this Contract whose actions or alleged actions or commitments form the basis of any such claim agrees to indemnify and hold harmless the other party to this Contract from and against any and all such claims or demands with respect to any brokerage fees or agents' commissions or other compensation asserted by any person, firm, or corporation in connection with this Contract or the transaction contemplated herein.

13.18 Survival. Except as provided in this Section 13.18, the acceptance of the Deed by Buyer shall be deemed to be a full performance and discharge of every agreement and obligation of Seller herein contained and expressed. Those covenants and agreements contained herein and explicitly stated to be performed subsequent to any Closing hereunder shall survive the execution and delivery of the deed and other closing documents required hereby and shall specifically not be deemed to be merged into or waived by any instrument of Closing but shall expressly survive and be binding upon Seller and Buyer. Any liability of Seller for misrepresentation or breach of warranty contained herein shall survive the execution and delivery of the deed and other closing documents required hereby, shall specifically not be deemed to be merged into or waived by any instrument of Closing, and such liability shall expressly survive and be binding upon Seller but only to the extent Buyer gives Seller notice of a breach or inaccuracy thereof prior to the six (6) months from the Closing Date.

13.19 Seller's Acknowledgement Regarding Legal Representation. Seller acknowledges that it: (a) was urged in advance by Buyer's Broker to secure separate independent legal counsel in connection with signing and the making of this Contract; (b) has carefully read and understands this Contract; and (c) is signing this Contract voluntarily. SELLER ACKNOWLEDGES THAT SNEED, VINE & PERRY, PC, HAS REPRESENTED BUYER ONLY AS TO THE NEGOTIATION OF THIS CONTRACT. SELLER FURTHER ACKNOWLEDGES THAT SNEED, VINE & PERRY, PC, HAS NEITHER REPRESENTED SELLER NOR PROVIDED ANY FORM OF LEGAL ADVICE TO SELLER DURING THE NEGOTIATION AND EXECUTION OF THIS CONTRACT.

13.20 Rule of Construction. Seller acknowledges that he has had the opportunity to retain his own legal counsel to review this Contract. Seller and Buyer acknowledge that each party and its counsel have taken the opportunity to review and revise this Contract and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Contract or any amendments or exhibits to this Contract. The use of the word "including", when following any general statement, term, or matter, will not be construed to limit such statement, terms or matters set forth immediately following such words or similar matters or items; whether or not non-limiting language (such as "without limitation", or "but not limited to" or words of a similar import) is used with reference thereto, but rather will be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such general statement, terms, or matter.

13.21 No Partnership or Joint Venture. Buyer and Seller are not involved in any form of partnership or joint venture and nothing in this Contract or any related document should be construed to create any such relationship.

13.22 No Third-Party Beneficiary. The provisions of this Contract and of the documents to be executed and delivered at Closing are and will be for the benefit of Seller and Buyer only and are not for the benefit of any third party, and accordingly, no third party will have the right to enforce the provisions of this Contract or of the documents to be executed and delivered at Closing.

13.23 Condemnation. Buyer and Seller agree that the Property is being conveyed to the Buyer under the imminence of condemnation, as that term is used in the United States Internal Revenue Code. The Purchase Price described in Section 3.1 shall not constitute an admission of the fair market value of the Property by either party.

13.24 Exclusive Negotiations. Seller agrees to limit active negotiations to Buyer for the purchase and sale of the Property and to refrain from active negotiations with other Buyers regarding the sale of the Property or from otherwise actively marketing the Property throughout the Inspection Period. The exclusivity period shall end upon notice by Buyer to Seller terminating

this Contract. Seller agrees that the provisions of this Section 13.24 shall be fully binding on it and its affiliates, that it has received adequate and sufficient consideration for its agreements set forth in this Section 13.24, and that such consideration, among other things, consists of the expenses incurred by Buyer in evaluating and negotiating for, the Property.

[Signature pages begin on next page]

**SELLER:**

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

Name: James C. Kuykendall

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

**BUYER:**

**LAKE TRAVIS INDEPENDENT SCHOOL  
DISTRICT**, an independent school district created under  
the laws of the State of Texas

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

Name: Paul Norton

Title: Superintendent

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

**TITLE COMPANY RECEIPT OF FULLY EXECUTED CONTRACT**

The undersigned Title Company acknowledges receipt of a fully executed copy of this on the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

INDEPENDENCE TITLE COMPANY

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**TITLE COMPANY RECEIPT OF EARNEST MONEY**

The undersigned Title Company acknowledges receipt of Buyer's Earnest Money in the amount of Twenty Thousand (\$20,000.00) on the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

INDEPENDENCE TITLE COMPANY

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**TITLE COMPANY RECEIPT OF ADDITIONAL EARNEST MONEY**

The undersigned Title Company acknowledges receipt of Buyer's Additional Earnest Money in the amount of Twenty Thousand (\$20,000.00) on the \_\_\_ day of \_\_\_\_\_, 2023.

INDEPENDENCE TITLE COMPANY

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_



**WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, AS TO THE QUALITY OR CONDITION OF THE PROPERTY, MERCHANTABILITY, SUITABILITY OR FITNESS OF THE PROPERTY FOR ANY USE WHATSOEVER, KNOWN OR UNKNOWN TO GRANTOR, OR COMPLIANCE OF THE PROPERTY WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION, OR LAND USE LAWS, RULES, REGULATIONS, ORDERS, OR REQUIREMENTS INCLUDING, BUT NOT LIMITED TO, THOSE PERTAINING TO THE HANDLING, GENERATING, TREATING, STORING, OR DISPOSING OF ANY HAZARDOUS WASTE OR SUBSTANCE. IN NO EVENT SHALL GRANTOR BE RESPONSIBLE OR LIABLE FOR LATENT OR PATENT DEFECTS OR FAULTS, IF ANY, IN THE PROPERTY, OR FOR REMEDYING OR REPAIRING THE SAME INCLUDING, WITHOUT LIMITATION, DEFECTS RELATED TO ASBESTOS OR ASBESTOS CONTAINING MATERIALS, UNDERGROUND STORAGE TANKS OR HAZARDOUS OR TOXIC MATERIALS, CHEMICALS OR WASTE, OR FOR CONSTRUCTING OR REPAIRING ANY STREETS, UTILITIES OR OTHER IMPROVEMENTS SHOWN ON ANY PLAT OF THE PROPERTY. BY GRANTEE'S ACCEPTANCE OF THIS CONVEYANCE, GRANTEE WARRANTS THAT GRANTEE HAS FULLY INSPECTED THE PROPERTY, IS FULLY SATISFIED WITH THE SAME IN ALL RESPECTS "AS IS, WHERE IS, WITH ANY AND ALL FAULTS," AND IS NOT RELYING ON ANY REPRESENTATION OR WARRANTY OF GRANTOR OTHER THAN THE SPECIAL WARRANTY OF TITLE PROVIDED HEREIN. GRANTEE, BY ITS ACCEPTANCE OF THIS DEED, ACCEPTS ANY LIABILITIES OR COSTS IN CONNECTION WITH THE CONDITION OF THE PROPERTY, INCLUDING ANY COSTS OR LIABILITIES PERTAINING TO ANY ENVIRONMENTAL CONDITION ON THE PROPERTY.**

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
James C. Kuykendall

STATE OF TEXAS                    §  
  §  
COUNTY OF TRAVIS            §

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2023, by James C. Kuykendall.

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

**Exhibit “A”**

[to the deed]

**DESCRIPTION OF THE LAND**

**Exhibit “B”**  
[to the deed]  
**PERMITTED EXCEPTIONS**

**Exhibit “B”**

**MASTER LEASE AGREEMENT**

**EXHIBIT “A”**

[TO MASTER LEASE AGREEMENT]

**DESCRIPTION OF THE PREMISES**

**EXHIBIT C  
FORM OF  
NOTICE OF CONTRACT TO SELL THE RV PARK LAND**

TO: All Tenants and Occupants of (*facility name*) located at 16910 Hamilton Pool Road, Austin, TX 78738:

Please be advised that the owner of (*facility name*) located at 16910 Hamilton Pool Road, Austin, TX 78738) has entered into a contract to sell the land containing the RV Park to the Lake Travis Independent School District.

Closing of the Contract and the conveyance of the land could occur as soon as within the next thirty (30) days.

Upon the Closing and conveyance of the land to LTISD, you will be sent a Notice of Termination of Lease which will give the date by which you must vacate the RV Park.

You are advised to begin looking for \_\_\_\_\_

If you have any questions, please contact me.

Dated: \_\_\_\_\_, 2023

\_\_\_\_\_  
James C. Kuykendall

**EXHIBIT D  
FORM OF  
NOTICE OF SALE OF THE RV PARK**

TO: All Tenants and Occupants of (*facility name*) located at 16910 Hamilton Pool Road, Austin, TX 78738:

Please be advised that the owner of (*facility name*) located at 16910 Hamilton Pool Road, Austin, TX 78738) on the date hereof, has sold the Land to the Lake Travis Independent School District.

All future rental payments, including payments for any and all statements on hand, should be made as follows:

Dated: \_\_\_\_\_, 2023

\_\_\_\_\_  
James C. Kuykendall

**TERMINATION OF ALL LEASES AND OCCUPANCY AGREEMENTS**

Dated: \_\_\_\_\_, 2023

\_\_\_\_\_  
James C. Kuykendall

If you have any questions, notify James C. Kuykendall.

**Dated: \_\_\_\_\_, 2023**

\_\_\_\_\_  
**James C. Kuykendall**



**MASTER LEASE AGREEMENT**

THIS MASTER LEASE AGREEMENT (“**Lease**”) is made and entered into effective as of \_\_\_\_\_, 2023 (the “**Effective Date**”) by and between LAKE TRAVIS INDEPENDENT SCHOOL DISTRICT, an independent school district created under the laws of the State of Texas (“**Landlord**”), and JAMES C. KUYKENDALL, a single man (“**Tenant**”). Landlord and Tenant may be referred to individually as a “**Party**” and collectively as the “**Parties.**”

**RECITALS**

A. On the Effective Date, and simultaneously with the execution of this Lease, Tenant conveyed the real property and improvements (“**Buildings**”) located at 16910 Hamilton Pool Road, Austin, TX 78738 being approximately 7.967 acres as described in the attached **Exhibit A** (collectively, “**Property**”) to Landlord, which has been owned and operated as a recreational vehicle park facility renting parking spaces with utility hookups for recreational vehicles owned by third parties (“**RV Park**”).

B. In connection with the sale of the Property, Landlord and Tenant have also agreed that Tenant shall lease the Property from Landlord in order to allow Tenant to continue to operate the RV Park for a limited term in order for Tenant to wind-down and cease RV Park operations on the Property within 120 days of the Effective Date of this Lease.

C. Landlord and Tenant have further agreed that 1) Landlord would have no responsibilities and no obligation to spend any funds on the operation, maintenance, repair, restoration, or replacement of any part, portion, or component of the RV Park or the Property; and 2) Tenant shall, during the Term of this Lease, use commercially reasonable efforts to cause Subtenants and all persons leasing or have leased space on the Property from Tenant to have vacated the Property before the expiration of the Term.

D. Once the Term has expired, Landlord does not intend to lease the Property and will eventually demolish and remove all Improvements located on the Property.

**NOW, THEREFORE**, in consideration of the above stated recitals and the mutual covenants and obligations herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, hereby agree as follows.

**1. PROPERTY AND TERM.**

A. Property. In consideration of the mutual obligations of Landlord and Tenant set forth herein, Landlord leases to Tenant, and Tenant hereby takes from Landlord, the Property, subject to the terms and conditions of this Lease.

B. Term. The term of this Lease shall commence on the Effective Date (“**Commencement Date**”) and shall end one hundred twenty (120) days following the Commencement Date (“**Term**”).

C. Termination of RV Park Operations.

(i) The Parties agree and acknowledge that Tenant may continue to operate the RV Park in accordance with the terms of this Lease and the separate agreements between Tenant and the persons renting or occupying a portion of the Property (“**Subtenants**”).

(ii) Tenant shall, at its sole cost and expense, use commercially reasonable efforts to wind-down RV Park operations in the normal course of business and to cause all Subtenants to vacate the Property by the Termination Date in accordance with this Lease so that as of the Term of this Lease, Landlord will take full possession of the Property free and clear of all Subtenants, RV Park guests, or other parties in possession of the Property or a portion thereof. If any eviction legal actions are pending on date this Lease terminates or expires, Landlord will substitute into such lawsuits as plaintiff so that Tenant is no longer a party to any such lawsuits. Tenant shall be solely responsible for all fees, costs and penalties associated with the termination of any leases, subleases or licenses with any Subtenants and the winding down and ceasing of RV Park operations by the end of the Term.

(iii) TENANT SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS LANDLORD, ITS BOARD OF TRUSTEES, AND ITS EMPLOYEES AND AGENTS OF, FROM AND AGAINST ANY AND ALL COSTS, LOSSES, CLAIMS, DEFENSES, DEMANDS, DAMAGES, LIABILITIES, EXPENSES AND OTHER OBLIGATIONS (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS’ FEES AND COURT COSTS) ARISING FROM, OUT OF OR IN CONNECTION WITH, OR OTHERWISE RELATING TO, THE RV PARK OPERATION DURING THE TERM AND ANY COSTS, EXPENSES OR PENALTIES RELATED TO WINDING DOWN OF THE RV PARK OPERATIONS IN ACCORDANCE WITH THIS LEASE.

(IV) NOTWITHSTANDING ANYTHING IN THIS LEASE TO THE CONTRARY, TENANT SHALL HAVE NO LIABILITY TO LANDLORD UNDER SECTION 1(C)(III) OF THIS LEASE, OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH THE FAILURE OF OR REFUSAL BY ANY SUBTENANT TO VACATE THE PROPERTY PRIOR TO THE EXPIRATION OF THE TERM PROVIDED THAT ANY SUCH FAILURE OR REFUSAL ON THE PART OF ANY SUBTENANT IS UNLAWFUL OR A BREACH OR VIOLATION OF ANY PREVIOUSLY GRANTED RIGHT TO ACCESS, LEASE OR OCCUPY THE PROPERTY OR ANY PORTION THEREOF.

D. “AS-IS, WHERE IS, WITH ALL FAULTS.” Prior to the Effective Date, Tenant has owned and operated the Property. As a material part of the consideration for this Lease, Tenant hereby agrees and acknowledges that it is accepting the Property in its “AS IS, WHERE IS, WITH ALL FAULTS” condition. NEITHER LANDLORD NOR ANY AFFILIATE OF LANDLORD HAS MADE OR SHALL BE DEEMED TO HAVE MADE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, OR SHALL BE DEEMED TO HAVE ANY LIABILITY WHATSOEVER AS TO THE VALUE, HABITABILITY, COMPLIANCE WITH ANY PLANS AND SPECIFICATIONS, CONDITION, DESIGN, OPERATION, LOCATION, USE, DURABILITY, MERCHANTABILITY, CONDITION OF TITLE, OR FITNESS FOR USE OF THE PROPERTY (OR ANY PART THEREOF) FOR ANY PARTICULAR PURPOSE, OR ANY OTHER REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY (OR ANY PART THEREOF) AND NEITHER LANDLORD NOR ANY AFFILIATE OF LANDLORD SHALL BE LIABLE FOR ANY LATENT, HIDDEN, OR PATENT DEFECT THEREIN OR FOR THE FAILURE OF THE PROPERTY TO BE CONSTRUCTED IN ACCORDANCE WITH ANY PLANS AND SPECIFICATIONS THEREFOR, FOR THE COMPLIANCE OF THE PLANS AND SPECIFICATIONS FOR THE PROPERTY WITH APPLICABLE LAWS OR FOR THE FAILURE OF THE PROPERTY, OR ANY PART THEREOF, TO OTHERWISE COMPLY WITH ANY APPLICABLE LAWS.

**2. RENT.**

A. Rent. Tenant agrees to pay to Landlord rent of \$100 per month (“**Rent**”), with rent for the Term having been paid in advance as a credit to the purchase price of the Property on the Effective Date.

B. Additional Rent. This Lease is a “**Triple Net Lease,**” which means that Tenant shall be obligated to pay for all real estate taxes (as described in Section 4), all insurance premiums (as described in Section 5), all repairs, maintenance and replacements to the Property (as described in Section 7), all utilities to the Property (as described in Section 3), and all other costs and expenses related to the use or operation of the Property as otherwise provided in this Lease (“**Additional Rent**”). Tenant shall pay these costs directly to the applicable authority, company, contractor, or other entity.

C. Security Deposit. No security deposit is required pursuant to this Lease.

**3. UTILITIES.** Tenant shall pay for all water, gas, electricity, heat, light, power, telephone, internet, sprinkler services, refuse and trash collection, and other utilities and services used on the Property, all maintenance charges for utilities, and water and storm and/or sanitary sewer charges or other similar charges for utilities imposed by any governmental entity or utility provider (whether billed directly to Tenant or to Landlord), together with any taxes, penalties, charges or the like related thereto. No interruption or failure of utilities shall constitute an eviction

or disturbance of Tenant's use and possession of the Property or a breach of any of Landlord's obligations or render Landlord liable for damages or entitle Tenant to be relieved from any of its obligations (including the obligation to pay Additional Rent). In the event of any interruption or malfunction, Tenant will be solely responsible for restoring service when restoration is within Tenant's reasonable control; provided, however, that Tenant shall have no obligation to Landlord pursuant to this Lease to restore any services or utilities to the Property if Tenant, in the exercise of its sole discretion, determines that any such restoration is not necessary for Tenant to continue to operate the RV Park for a limited term in order for Tenant to wind-down and cease RV Park operations within 120 days of the Effective Date of this Lease. Tenant shall have no obligation to indemnify a claim covered by Tenant's insurance.

4. **TAXES.** Tenant acknowledges that Landlord is a governmental entity and political subdivision of the State of Texas and is legally prohibited from paying taxes. Tenant shall pay all Taxes that accrue against the Property during the Term. If any such tax or excise is levied or assessed directly against Landlord, Tenant shall pay such taxes within thirty (30) days after Tenant receives a copy of the tax statement from Landlord. Tenant shall be liable for all taxes levied or assessed against any personal property or fixtures placed in the Property, whether levied or assessed against Landlord or Tenant. If any of Tenant's personal property is taxed with the Property, Tenant shall pay taxes for the personal property within thirty (30) days after Tenant receives a copy of the tax statement from Landlord for such personal property taxes. Upon Tenant's payment of taxes assessed against the Property, Tenant shall notify Landlord of said payment.

"**Taxes**" as used herein, shall mean ad valorem taxes, assessments, special assessments, personal property taxes, if any, which are levied, assessed, or imposed upon or becomes due and payable in connection with the Property and the improvements or facilities used in connection therewith and that, in each instance, relate to the period of time comprising the Term, excluding only franchise, death and income taxes of Landlord. Tenant shall pay RV Park occupancy taxes and/or taxes related to the operation of the RV Park.

Whenever a Party receives a Tax bill attributable to the Property and/or any notice of increase of assessment of the Property, such Party shall forward a copy of said Tax bill or notice to the other Party within ten (10) Business Days of such Party's receipt of same.

5. **INSURANCE.** Tenant will, at its sole expense, procure and maintain the insurance coverages set forth in **Exhibit "B"** attached hereto and made a part hereof for all purposes ("**Required Policies**"). Tenant will, at its sole cost and expense, comply with the requirements set forth in **Exhibit "B"** during the term of the Lease. The coverages set forth in **Exhibit "B"** are the minimum requirements and not a determination as to all of the coverages and maximum limits Tenant should carry. The failure of Landlord to demand full compliance by Tenant with respect to the minimum coverages outlined in **Exhibit "B"** will not constitute a waiver by Landlord with respect to Tenant's obligation to maintain such coverages. Tenant's failure to obtain and maintain

the required insurance will constitute a breach of, and default under, this Lease. If Tenant fails to deliver to Landlord evidence that Tenant has in effect all of the Required Policies each within five (5) Business Days of Tenant's receipt of notice from Landlord, Landlord may terminate this Lease upon delivery to Tenant of a notice of termination.

## 6. INDEMNIFICATION.

A. Definitions. The "**Tenant Parties**" are Tenant, Tenant's employees, agents, contractors, licensees, Subtenants, and invitees. The "**Landlord Parties**" are Landlord, the Board of Trustees of the Lake Travis Independent School District, and all of Landlord's employees, agents, contractors, licensees and invitees.

B. Tenant will be liable for, and shall, to the maximum extent permissible under applicable laws, indemnify, protect, defend and hold harmless the Landlord Parties from and against, any and all demands, claims, damages, judgments, suits, causes of action, losses, liabilities, penalties, fines, expenses and costs, including attorneys' fees and court costs, (collectively, "**Indemnified Claims**") arising out of, caused by, resulting from: (i) the use or occupancy of the Property during the Term by Tenant or any person claiming under Tenant or the employees, agents, contractors, invitees, permitted occupants or visitors of Tenant or any person claiming under Tenant or the conduct of Tenant's business therein, (ii) any negligent act or omission or willful misconduct or strict liability of Tenant or any person claiming under Tenant, or the employees, agents, contractors, invitees or visitors of Tenant or any person claiming under Tenant; (iii) any breach, violation or default by Tenant in the performance of its obligations under this Lease; or (iv) injuries or deaths of persons or damage to property occurring on or within the Property. The provisions of this Section 6(B) will survive the expiration or earlier termination of this Lease and includes Indemnified Claims that are made after the termination or expiration of the Lease but arise from events or actions occurring prior to such termination or expiration.

## 7. MAINTENANCE AND REPAIRS

A. Maintenance and Repairs by Landlord. As a material part of the consideration for this Lease, Landlord shall have no repair or maintenance obligations under this Lease and Tenant shall be solely responsible for the maintenance and repair of the Property.

B. Maintenance and Repairs by Tenant. It is hereby agreed and understood that Tenant will maintain and repair the Property only as necessary to operate the RV Park in accordance with all applicable laws and otherwise in accordance with this Lease and, subject to the foregoing, Tenant shall have no obligation to make any repairs or perform any maintenance to or at the Property if Tenant, in the exercise of its sole discretion, determines that any such repairs or maintenance is not necessary for Tenant to continue to operate the RV Park for a limited term in order for Tenant to wind-down and cease RV Park operations within 120 days of the Effective Date of this Lease.

**8. ALTERATIONS.** Tenant shall not make any alterations, additions or improvements to the Property without the prior written consent of Landlord. Tenant shall not install, remove or alter the fixtures, equipment or facilities located in the Property and shall pay the cost of alterations to the Property that may be required to comply with all such restrictions, easements, laws, ordinances, rules and regulations.

**9. SIGNS.** Tenant shall not make any changes to the exterior of the Property, install any exterior lights, or painting, or erect or install any exterior signs, without Landlord's prior written consent which shall not be unreasonably withheld. Upon surrender or vacating of the Property, Tenant shall have removed all signs. Tenant shall obtain all applicable governmental permits and approvals for sign and exterior treatments.

**10. FIRE AND CASUALTY DAMAGE.**

A. Damage and Destruction. If the Property or the Buildings should be damaged or destroyed by fire or other peril, Tenant shall immediately give written notice to Landlord of such damage or destruction. If the Property or the Building should be totally or partially destroyed, either Landlord or Tenant may terminate this Lease upon thirty (30) day's written notice; provided, however, if the damage or destruction occurs less than thirty (30) days before the end of the Term, no notice is required, and no extension of the Term will occur.

B. Waiver of Subrogation. Notwithstanding anything in this Lease to the contrary, Landlord and Tenant hereby waive and release each other of and from any and all rights of recovery, claims, actions or causes of action against each other, or their respective agents, officers and employees, for any loss or damage that may occur to the Property, improvements to the Building or personal property (Building contents) within the Building and/or Property, for any reason regardless of cause or origin. Each party to this Lease agrees immediately after execution of this Lease to give written notice of the terms of the mutual waivers contained in this Subsection to each insurance company that has issued to such Party policies of fire and extended coverage insurance and to have the insurance policies properly endorsed to provide that the carriers of such policies waive all rights of recovery under subrogation or otherwise against the other party.

**11. PERMITTED USE.** The Tenant shall use the Property for the following purpose and no other. The Property shall be used only for the purpose of operating the RV Park while winding down and ceasing the operation of the RV Park before the end of the Term and other uses incidental thereto ("**Permitted Use**"). Tenant shall use commercially reasonable efforts to cause any and all Subtenants or RV Park guests to cease occupying the RV Park prior to the expiration of the Term. Landlord and Tenant recognize, understand and agree that Landlord has entered into this Lease with the express understanding that Tenant may use the Property at all times during the Term for the Permitted Use. Tenant shall comply with all governmental laws, ordinances and regulations (together, the "**Laws**") applicable to the Permitted Use and the winding up of the RV Park operations, including, causing all Subtenants, RV Park guests and any other person occupying

any portion of the Property to vacate their persons, recreational vehicles and personal property from the Property before the expiration of the Terms. Tenant shall promptly comply with all orders and directives for the correction, prevention and abatement of nuisances in, upon or connected with the Property, all at Tenant's sole expense. Tenant shall not permit any objectionable or unpleasant odors, smoke, dust, gas, noise or vibrations to emanate from the Property, nor take any other action that would constitute a nuisance or would disturb, unreasonably interfere with or endanger Landlord or any other portions of the Property. Landlord makes no representations or warranties that the Permitted Use complies with any Laws.

**12. NO EXPRESS OR IMPLIED COVENANT OF CONTINUOUS OPERATION.** Nothing set forth in this Lease shall be construed as an express or implied covenant by Tenant to continue operating the RV Park or to operate the RV Park on the Property during the Term thereafter continuously, and Landlord specifically acknowledges that there is no covenant of initial or continuous operation of the part of the Tenant, express or implied.

**13. ENVIRONMENTAL REQUIREMENTS.** Except for "**Hazardous Materials**" (hereafter defined) contained in products used by Tenant in de minimis quantities for ordinary cleaning and office purposes and as permitted by "Environmental Requirements" (hereafter defined), during the Term hereof, Tenant shall not permit or cause any party to bring any Hazardous Materials upon the Property or transport, store, use, generate, manufacture or release any Hazardous Materials in or about the Property without Landlord's prior written consent. During the Term, Tenant, at its sole cost and expense, shall operate its business in the Property in strict compliance with all Environmental Requirements and shall remediate in a manner satisfactory to Landlord any Hazardous Materials released on or from the Property during the Term by Tenant, its agents, employees, contractors, subtenants or invitees. The term "Environmental Requirements" means all applicable statutes, regulations, ordinances, rules, codes, judgments, orders or other similar enactments of any governmental authority or agency, in effect during the Term, and regulating or relating to health, safety, or environmental conditions on, under, or about the Property or the environment, including without limitation, the following: the Comprehensive Environmental Response, Compensation and Liability Act; the Resource Conservation and Recovery Act; and all state and local counterparts thereto, and any regulations or policies promulgated or issued thereunder. The term "Hazardous Materials" means and includes any substance, material, waste, pollutant, or containment listed or defined as hazardous or toxic, under any Environmental Requirements, asbestos and petroleum, including crude oil or any fraction thereof, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas). As defined in Environmental Requirements, Tenant is and shall be deemed to be the "operator of Tenant's facility and the owner" of all Hazardous Materials brought on the Property during the Term by Tenant, its agents, employees, contractors or invitees, and the wastes, by-products, or residues generated, resulting, or produced therefrom.

Tenant shall indemnify, defend, and hold Landlord harmless from and against any and all losses (including, without limitation, diminution in value of the Property and loss of rental income from the Property), claims, demands, actions, suits, damages (including, without limitation, punitive damages), expenses (including, without limitation, remediation, removal, repair, corrective action, or cleanup expenses), and costs (including, without limitation, actual attorneys' fees, consultant fees or expert fees) which are brought or recoverable against, or suffered or incurred by Landlord as a result of any release of Hazardous Materials on or at the Property during the Term by Tenant, its agents, employees, contractors, subtenants, assignees or invitees and for which Tenant is obligated to remediate as provided above. The obligations of Tenant under this Section 13 shall survive the termination or expiration of this Lease.

**14. ACCESS AND INSPECTION.** Subject to the rights of Tenant, Subtenants, and RV Park guests, Landlord's agents and representatives shall have the right to enter the Property at any reasonable time during normal business hours (or at any time in case of emergency) (i) to inspect the Property, or (ii) perform tests of the Property. Landlord may grant easements, make public dedications, designate common areas and create restrictions on or about the Property, provided that no such easement, dedication, designation or restriction materially interferes with Tenant's use or occupancy of the Property. At Landlord's request, Tenant shall execute such instruments as may be necessary for such easements, dedications or restrictions.

**15. MECHANIC'S LIENS.** Tenant has no express or implied authority to create or place any lien or encumbrance of any kind upon, or in any manner to bind the interest of Landlord or Tenant in, the Property or to charge the rentals payable hereunder for any claim in favor of any person dealing with Tenant, including those who may furnish materials or perform labor for any construction or repairs. Tenant covenants and agrees that it will pay or cause to be paid all sums legally due and payable by it on account of any labor performed or materials furnished in connection with any work performed on the Property and that Tenant will indemnify, defend and hold Landlord harmless from all loss, cost or expense based on or arising out of asserted claims or liens against the leasehold estate or against the interest of Landlord in the Property or under this Lease arising by or through Tenant and/or Tenant's activities on or at the Property. Tenant shall give Landlord immediate written notice of the placing of any lien or encumbrance against the Property and cause such lien or encumbrance to be discharged within thirty (30) days of the filing or recording thereof; provided, however, Tenant may contest such liens or encumbrances as long as such contest prevents foreclosure of the lien or encumbrance and Tenant causes such lien or encumbrance to be bonded or insured in a manner satisfactory to Landlord within such thirty (30) day period.

**16. QUIET ENJOYMENT.** If Tenant shall perform all of the covenants and agreements herein required to be performed by Tenant, Tenant shall, subject to the terms of this Lease, at all times during the Term, have peaceful and quiet enjoyment of the Property against any person claiming by, through or under Landlord.

17. **SURRENDER.** Upon termination of the Lease or earlier termination of Tenant's right of possession, Tenant shall surrender the Property to Landlord in accordance with **Addendum 1** attached hereto and made a part hereof for all purposes. Prior to the expiration or termination of the Lease, Tenant may remove all of Tenant's personal property, trade fixtures, Tenant-made alterations and signs (collectively, "**Tenant's Property**") from the Property. Tenant Property left in or on the Property after the expiration or termination of the Term shall be deemed abandoned by Tenant and may be removed from the Property and disposed of without notice to Tenant. All obligations of Tenant hereunder not fully performed as of the termination of the Lease shall survive the termination of the Lease, including, without limitation, indemnity obligations, payment obligations with respect to Additional Rent and obligations concerning vacating the Property of all Subtenants, RV guests and anyone occupying any portion of the Property.

18. **HOLDING OVER.** If Tenant, subtenants, RV guests or any person in possession of the Property by permission granted by the Tenant prior to the termination of this Lease retains possession of the Property after the termination of the Lease, then unless otherwise agreed in writing by Landlord, such possession shall be subject to immediate termination by Landlord at any time, and all of the other terms and provisions of this Lease (excluding any expansion or renewal option or other similar right or option) shall be applicable during such holdover period, except that Tenant shall pay Landlord from time to time, upon demand, as Rent for the holdover period, an amount equal to four hundred dollars (\$400.00) per day during the first ten (10) days of the holdover period. Beginning on the eleventh (11<sup>th</sup>) day of the holdover period Rent shall be five hundred dollars (\$500.00) per day. All other payments shall continue under the terms of this Lease. No holding over by Tenant, whether with or without consent of Landlord, shall operate to extend this Lease, except as otherwise expressly provided by an amendment to this Lease executed by both Parties, and this Section 18 shall not be construed as consent for Tenant to retain possession of the Property after the end of the Term. ***NOTWITHSTANDING ANYTHING IN THIS SECTION 18 TO THE CONTRARY, TENANT SHALL HAVE NO LIABILITY TO LANDLORD FOR THE PAYMENT OF HOLDOVER RENT OR OTHERWISE IN THE EVENT A SUBTENANT, RV GUEST OR ANY OTHER PERSON REFUSES TO LEAVE THE PROPERTY PRIOR TO OR AS OF THE EXPIRATION OF THIS LEASE.***

19. **EVENTS OF DEFAULT.** Each of the following events shall be an event of default ("**Event of Default**") by Tenant under this Lease:

(a) Tenant shall fail to pay any installment of Additional Rent, or any other payment required herein when due, and such failure shall continue for a period of ten (10) days from Landlord's notice of nonpayment.

(b) Tenant shall (A) make a general assignment for the benefit of creditors; (B) commence any case, proceeding or other action seeking to have an order for relief entered on its behalf as a debtor or to adjudicate it as bankrupt or insolvent, or seeking reorganization,

arrangement, adjustment, liquidation, dissolution or composition of its or its debts or seeking appointment of a receiver, trustee, custodian or other similar officials for it or for all of any substantial part of its property (collectively a "proceeding for relief"); (C) become the subject of any proceeding for relief which is not dismissed within 60 days of its filing or entry; or (D) die or suffer a legal disability (if Tenant, guarantor, or surety is an individual) or be dissolved or otherwise fail to maintain its legal existence (if Tenant, guarantor or surety is a corporation, partnership or other entity).

(c) Tenant shall not vacate the Property on or before the expiration or other termination of this Lease.

(d) Any insurance required to be maintained by Tenant pursuant to this Lease shall be cancelled or terminated or shall expire or shall be reduced or materially changed, except, in each case, as permitted in this Lease.

(e) Tenant shall attempt or there shall occur any assignment, subleasing or other transfer of Tenant's interest in or with respect to this Lease, except as otherwise permitted in this Lease.

(f) Tenant shall fail to discharge any lien placed upon the Property in violation of this Lease within thirty (30) days after any such lien or encumbrance is filed against the Property.

(g) Tenant shall fail to comply with any provision of this Lease other than those specifically referred to in this Section 19, and, except as otherwise expressly provided herein, such default shall continue for more than thirty (30) days after Landlord shall have given Tenant written notice of such default.

20. **LANDLORD'S REMEDIES.** Upon each occurrence of an Event of Default and for so long as such Event of Default shall be continuing, Landlord may, by delivery to Tenant of a notice of termination, terminate this Lease or terminate Tenant's right of possession, without terminating this Lease (but Tenant shall remain liable as hereinafter provided) and/or pursue any other remedies at law or in equity. Upon the termination of this Lease or termination of Tenant's right of possession, it shall be lawful for Landlord, without formal demand or notice of any kind, to re-enter the Property by any other action or proceeding authorized by law and to remove Tenant and all persons and property therefrom. If Landlord re-enters the Property, Landlord shall have the right to alter or modify locks or fences and other security devices at the Leased Property and remove Tenant's property and the property of others located within the Leased Property. The provisions of this Section 20 shall override and control any conflicting provisions of Section 93.002 of the Texas Property Code, as well as any successor statute governing the right of a landlord to change the door locks of a tenant under a commercial lease.

Any law, usage, or custom to the contrary notwithstanding, Landlord shall have the right at all times to enforce the provisions of this Lease in strict accordance with the terms hereof; and the failure of Landlord at any time to enforce its rights under this Lease strictly in accordance with same shall not be construed as having created a custom in any way or manner contrary to the specific terms, provisions, and covenants of this Lease or as having modified the same. Tenant and Landlord further agree that forbearance or waiver by Landlord to enforce one or more of its rights pursuant to this Lease or at law or in equity, shall not be a waiver of Landlord's right to enforce one or more of its rights in connection with any subsequent default. A receipt by Landlord of Rent or other payment with knowledge of the breach of any covenant hereof shall not be deemed a waiver of such breach, and no waiver by Landlord of any provision of this Lease shall be deemed to have been made unless expressed in writing and signed by Landlord. To the greatest extent permitted by law, Tenant waives the service of notice of Landlord's intention to re-enter as provided for in any statute, or to institute legal proceedings to that end, and also waives all right of redemption in case Tenant shall be dispossessed by a judgment or by warrant of any court or judge. The terms "enter," "re-enter," "entry," or "re-entry," as used in this Lease, are not restricted to their technical legal meanings. Any reletting of the Property shall be on such terms and conditions as Landlord in its sole discretion may determine (including, without limitation, a term different than the remaining Term, rental concessions, alterations and repair of the Property, rental of less than the entire Property to any tenant).

Upon an Event of Default, in addition to any sum provided to be paid under this Section 20, Tenant also shall be liable for and shall pay to Landlord all reasonable expenses incurred by Landlord in enforcing or defending Landlord's rights and/or remedies hereunder, including without limitation all attorneys' fees and all court costs incurred in connection with such enforcement or defense.

If Tenant fails to make any payment, perform any obligation or cure any default hereunder within the time permitted, Landlord, without being under any obligation to do so and without thereby waiving such failure or default, may make the payment, perform such obligation and/or remedy such default for the account of Tenant (and enter the Property for such purpose). Tenant agrees to pay Landlord, upon demand, all costs, expenses and disbursements (including reasonable attorney's fees) incurred by Landlord in taking such remedial action.

**21. NO IMPLIED ACCEPTANCES OR WAIVERS.** Exercise by Landlord of any one or more remedies hereunder granted or otherwise available shall not be deemed to be an acceptance by Landlord of Tenant's surrender of the Property, it being understood that such surrender can be affected only by the written agreement of Landlord. Tenant and Landlord further agree that forbearance by Landlord to enforce any of its rights under this Lease or at law or in equity shall not be a waiver of Landlord's right to enforce any one or more of its rights, including any right previously forborne, in connection with any existing or subsequent default. Pursuit of any remedies hereunder shall not preclude the pursuit of any other remedy herein provided or any

other remedies provided by law, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any Rent due to Landlord hereunder or of any damages occurring to Landlord by reason of the violation of any of the terms, provisions and covenants contained in this Lease. Landlord's acceptance of any Rent following an Event of Default hereunder shall not be construed as Landlord's waiver of such Event of Default. No waiver by Landlord of any violation or breach of any of the terms, provisions and covenants of this Lease shall be deemed or construed to constitute a waiver of any other violation or default.

**22. TENANT'S PERSONAL PROPERTY.** If Landlord repossesses the Property pursuant to the authority herein granted, or if Tenant vacates or abandons all or any part of the Property, then Landlord shall have the right to (i) keep in place and use, or (ii) remove and store, all of the furniture, fixtures and equipment at the Property, including that which is owned by or leased to Tenant, at all times prior to any foreclosure thereon by Landlord or repossession thereof by any Landlord thereof or third party having a lien thereon. In addition to the Landlord's other rights hereunder, Landlord may dispose of the stored property if Tenant does not claim the property within ten (10) days after the date the property is stored. Landlord shall give Tenant at least ten (10) days prior written notice of such intended disposition. Landlord shall also have the right to relinquish possession of all or any portion of such furniture, fixtures, equipment and other property to any person ("**Claimant**") who presents to Landlord a copy of any instrument represented by Claimant to have been executed by Tenant (or any predecessor of Tenant) granting Claimant the right under various circumstances to take possession of such furniture, fixtures, equipment or other property, without the necessity on the part of Landlord to inquire into the authenticity or legality of said instrument. The rights of Landlord herein stated shall be in addition to any and all other rights that Landlord has or may hereafter have at law or in equity, and Tenant stipulates and agrees that the rights granted Landlord under this Section are commercially reasonable.

**23. ASSIGNMENT AND SUBLETTING.** Tenant shall not, without the prior written consent of Landlord, assign, transfer or encumber this Lease or any estate or interest herein, whether directly or by operation of law, or sublet any portion of the Property.

**24. CONDEMNATION.** If all or any portion of the Property or the Land is taken for any public or quasi-public use under governmental law, ordinance or regulation, or by right of eminent domain or private purchase in lieu thereof, then this Lease shall terminate. All compensation awarded in connection with or as a result of any of the foregoing proceedings shall be the property of Landlord, and Tenant hereby assigns any interest in any such award to Landlord; provided, however, Landlord shall have no interest in any award made to Tenant for loss of business or goodwill or for the taking of Tenant's trade fixtures and personal property, if a separate award for such items is made to Tenant.

**25. INDEPENDENT COVENANTS.** The obligation of Tenant to pay all Rent and other sums provided under this Lease to be paid by Tenant and the obligation of Tenant to perform

Tenant's other covenants and duties under this Lease constitute independent, unconditional obligations to be performed at all times provided for under this Lease. Tenant waives any right to assert, as either a claim or defense, that Landlord is obligated to perform or is liable for the nonperformance of any implied covenant or implied duty of Landlord not expressly set forth in this Lease. Tenant agrees to perform all of its obligations hereunder (including, without limitation, the obligation to pay Rent), irrespective of any breach or alleged breach by Landlord of any such implied warranty. Tenant agrees that Landlord shall incur no liability to Tenant by reason of any defect in the Leased Property, whether apparent or latent. Tenant waives and relinquishes all rights which Tenant might have to claim any nature of lien (prejudgment or otherwise) against any Rent or other sums payable by Tenant under this Lease.

26. **NO SECURITY SERVICE.** Tenant acknowledges and agrees that Landlord is not providing any security services with respect to the Property and that Landlord shall not be liable to Tenant for, and Tenant waives any claim against Landlord with respect to, any loss by theft or any other damage suffered or incurred by Tenant in connection with any unauthorized entry into the Property or any other breach of security with respect to the Property.

27. **INTENTIONALLY DELETED.**

28. **NOTICE.** Any notice, demand, or other communication required to be given or to be served upon any party hereunder shall be in writing and delivered to the person to whom the notice is directed, either: (i) in person; (ii) by United States Mail, as a certified item with return receipt requested; (iii) delivered by a nationally recognized delivery service (including express mail or overnight delivery services), or (iv) sent by e-mail. Notices, demands or other communications delivered by e-mail shall be deemed given on the date sent as long as sent prior to 5:00 p.m. Austin, Texas time and the sender does not receive any notice of failure of delivery. Any notice, demand or other communication sent by overnight delivery shall be deemed to have been given and received on the next Business Day. Any notice, demand, or other communication given other than by certified or registered mail, return receipt requested, shall be deemed to have been given and received when actually delivered during normal business hours to the address of the party to whom it is addressed as set forth at the beginning of this Lease. Either party hereto may change its address for notice by giving the other party ten days' advance written notice of such change of address.

Landlord's and Tenant's respective addresses for purposes of this Lease, and to which all notices required hereunder shall be sent, are as follows:

If to Landlord:	Ms. Pamela Sanchez Assistant Superintendent for Business Services Lake Travis Independent School District 3322 Ranch Road 620 South Austin, Texas 78738
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Fax No. 512-533-6016  
Email: sanchezp@ltsidschools.org

If to the Tenant: James C. Kuykendall

With Copies to: Akerman LLP  
500 West 5<sup>th</sup> Street  
Suite 1250  
Austin, Texas 78701  
Attn: Todd A. Reed  
Email: [todd.reed@akerman.com](mailto:todd.reed@akerman.com)  
Phone: (737) 999-7104

Commented [RK1]: Please provide Mr. Kuykendall's contact information.

**23. MISCELLANEOUS.**

A. Interpretation The captions inserted in this Lease are for convenience only and in no way define, limit or otherwise describe the scope or intent of this Lease, or any provision hereof, or in any way affect the interpretation of this Lease. Any reference in this Lease to rentable area shall mean the gross rentable area as determined by the roofline of the building in question.

B. Binding Effect. Except as otherwise herein expressly provided, the terms, provisions and covenants and conditions in this Lease shall apply to, inure to the benefit of and be binding upon the parties hereto and upon their respective heirs, executors personal representatives, legal representatives, successors and assigns. Landlord shall have the right to transfer and assign, in whole or in part, its rights and obligations in the Property, the Building, and other property that are the subject of this Lease.

C. Intentionally Deleted.

D. Payments Constitute Rent. Notwithstanding anything in this Lease to the contrary, all amounts payable by Tenant to or on behalf of Landlord under this Lease, whether or not expressly denominated as Rent, shall constitute Rent.

E. Entire Agreement. Tenant agrees that as a material consideration for execution of this Lease there are no oral representations, understanding, stipulations, or promises pertaining to this Agreement that are not incorporated into this Lease, and it is also agreed that this Lease shall not be altered, waived, amended or extended unless by written agreement signed by both parties, unless expressly provided otherwise in this Lease.

F. Survival of Obligations. All obligations of Tenant hereunder not fully performed as of the expiration or earlier termination of this Lease shall survive the expiration or earlier termination of this Lease for a period of 3 months including without limitation all payment obligations with respect to taxes and insurance and all obligations concerning the condition and repair of the Property. Upon the expiration or earlier termination of the Term hereof, and prior to

Tenant vacating the Property, Tenant shall pay to Landlord any amount reasonably estimated by Landlord as necessary to put the Property in good condition and repair, reasonable wear and tear excluded, including without limitation the cost of repairs to and replacements of all heating and air conditioning systems and equipment therein. Tenant shall also, prior to vacating the Property, pay to Landlord the amount, as estimated by Landlord, of Tenant's obligation hereunder for real estate taxes and insurance premiums for the year in which the Lease expires or terminates. All such amounts shall be used and held by Landlord for payment of such obligations of Tenant hereunder, with Tenant being liable for any additional costs therefore upon demand by Landlord, or with any excess to be returned to Tenant after all such obligations have been determined and satisfied, as the case may be.

G. Severability of Terms. If any clause or provision of this Lease is illegal, invalid or unenforceable under present or future laws effective during the term of this Lease, then, in such event, it is the intention of the parties hereto that the remainder of this Lease shall not be affected thereby, and it is also the intention of the parties to this Lease that in lieu of each clause or provision of this Lease that is illegal, invalid or unenforceable, there be added, as a part of this Lease, a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

H. Effective Date All references in this Lease to "the date hereof" or similar references shall be deemed to mean the date set forth at the top of the first page after the title page of this Lease.

I. Ambiguity. Landlord and Tenant hereby agree and acknowledge that this Lease has been fully reviewed and negotiated by both Landlord and Tenant, and that Landlord and Tenant have each had the opportunity to have this Lease reviewed by their respective legal counsel, and, accordingly in the event of any ambiguity herein, Tenant does hereby waive the rule of construction that such ambiguity shall be resolved against the party who prepared this Lease.

J. Third Party Rights. Nothing herein expressed or implied is intended, or shall be construed, to confer upon or give to any person or entity, other than the parties hereto, any right or remedy under or by reason of this Lease.

K. Exhibits and Attachments. All exhibits, attachments, riders and addenda referred to in this Lease, and the exhibits listed herein below and attached hereto, are incorporated into this Lease and made a part hereof for all intents and purposes as if fully set out herein. All capitalized terms used in such documents shall, unless otherwise defined therein, have the same meanings as are set forth herein.

L. Applicable Law. This Lease has been executed in the State of Texas and shall be governed in all respects by the laws of the State of Texas. It is the intent of Landlord and Tenant to conform strictly to all applicable state and federal usury laws. All agreements between Landlord and Tenant, whether now existing or hereafter arising and whether written or oral, are hereby

expressly limited so that in no contingency or event whatsoever shall the amount contracted for, charged or received by Landlord for the use, forbearance or retention of money hereunder or otherwise exceed the maximum amount which Landlord is legally entitled to contract for, charge or collect under the applicable state or federal law. If, from any circumstance whatsoever, fulfillment of any provision hereof at the time performance of such provision shall be due shall involve transcending the limit of validity prescribed by law, then the obligation to be fulfilled shall be automatically reduced to the limit of such validity, and if from any such circumstance Landlord shall ever receive as interest or otherwise an amount in excess of the maximum that can be legally collected, then such amount which would be excessive interest shall be applied to the reduction of rent hereunder, and if such amount which would be excessive interest exceeds such rent, then such additional amount shall be refunded to Tenant.

M. No Joint Venture. Nothing contained in this Lease shall be construed as constituting a joint venture or partnership between Tenant and Landlord or as creating the relationship of principal and agent. Nothing contained herein shall be construed as permitting Tenant to bind Landlord or serve as agent of Landlord with regard to the Property, or any subject matter contained in this Lease. Nothing contained herein shall be deemed to create or interpreted as creating a right in any third party.

N. Business Day. “**Business Day**” means any day that the administrative offices of the Lake Travis Independent School District are open.

O. Landlord’s Governmental Immunity. This Lease is expressly made subject to Landlord’s governmental immunity under the Texas Civil Practice and Remedies Code and all applicable state and federal law. The Parties hereto expressly agree that no provision of this Lease is in any way intended to constitute a waiver of any immunities from suit or from liability that Landlord has by operation of law.

*[Signature pages follow.]*

6-1-23

EXECUTED in multiple counterparts, each having the force and effect of an original, to be effective as of the Effective Date.

**LANDLORD:**

**LAKE TRAVIS INDEPENDENT SCHOOL**

**DISTRICT**, an independent school district created under the laws of the State of Texas

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

Name: Paul Norton

Title: Superintendent

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

**TENANT:**

\_\_\_\_\_  
James C. Kuykendall

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

ADDENDUM I

MOVE-OUT CONDITIONS

Per Paragraph 17, Tenant is obligated to check and address prior to move-out of the Property the following items. The following list is designed to assist you in the move-out procedures but is not intended to be all-inclusive.

1. The Tenant shall provide keys for all locks on the Property, including front doors, rear doors, and interior doors.
2. Items that have been added by the Tenant and affixed to the Building may be removed by the Tenant, unless agreed otherwise.
3. Bare wires and dangerous installations should be corrected prior to move-out.

6-1-23

**Exhibit "A"**

**DESCRIPTION OF PROPERTY**

[TO BE REPLACED WITH SURVEY AT EXECUTION OF THE LEASE]

**EXHIBIT "B"**  
**TENANT'S INSURANCE**

## 1. Specific Requirements.

<b>INSURANCE</b>	<b>COVERAGES</b>	<b>OTHER REQUIREMENTS</b>
Worker's Compensation	Statutory Limits	1. No "alternative" forms of coverage permitted.
Employer's Liability	\$1,000,000 each accident for bodily injury by accident \$1,000,000 each employee for bodily injury by disease	
Commercial General Liability (Occurrence Basis)	\$1,000,000 per occurrence \$2,000,000 general aggregate \$1,000,000 personal and advertising injury limit \$50,000 damage to Property rented to you limit \$5,000 medical expense limit	1. ISO form CG 0001 0798, or equivalent. 2. Separation of insured language will not be modified. 3. Aggregate limit per location endorsement. 4. The contractual liability exclusion with respect to personal injury will be deleted. 5. Defense will be provided as an additional benefit and not included within the limit of liability.
Business Automobile Liability (Occurrence Basis)	\$1,000,000 combined single limit	1. ISO form CA 0001 1001 or equivalent. 2. Includes liability arising out of operation of owned, hired and non-owned vehicles.
Umbrella Liability Insurance (Occurrence Basis)	\$2,000,000	1. Written on an umbrella basis in excess over and no less broad than the liability coverages referenced above. 2. Inception and expiration dates will be the same as commercial general liability insurance. 3. Coverage must "drop down" for exhausted aggregate limits under the liability coverages referenced above. 4. Aggregate limit of insurance per location endorsement. 5. Aggregate limit per location endorsement. 6. Coverage must "drop down" for exhausted aggregate limits under commercial general liability insurance.
Causes of Loss-Special Form (formerly "all risk") Property Insurance	100% replacement cost, as modified below, of all of Tenant's furniture, fixtures and equipment and any non-Building Standard leasehold improvements	1. ISO form CP 1030, or equivalent. 2. Name Landlord as "insured as its interest appear". 3. Contain only standard printed exclusions. 4. Waiver of subrogation in favor of Landlord Parties. 5. Ordinance or law coverage endorsement. 6. Equipment floater to cover Tenant's equipment.

2. General Insurance Requirements.

(a) Policies. All policies must:

(i) Be issued by carriers having a Best's Rating of A or better, and a Best's Financial Size Category of VIII, or better, and/or *Standard & Poor Insurance Solvency Review A-* or better, and admitted to engage in the business of insurance in the State in which the Property

(ii) Be endorsed to be primary with the policies of all Landlord Parties being excess, secondary and noncontributing;

(iii) Be endorsed to provide a waiver of subrogation in favor of the Landlord Parties;

(iv) With respect to all liability policies except workers' compensation/employer's liability, be endorsed to include the Landlord Parties as "additional insureds" (The additional insured status under the commercial general liability policy will be provided on ISO form CG 2026 1185);

(v) Contain a provision for 30 days' prior written notice by insurance carrier to Landlord required for cancellation, non-renewal, or substantial modification; and

(b) Limits, Deductibles and Retentions.

(i) Except as expressly provided above, no deductible or self-insured retention in excess of \$10,000 without the prior written approval of Landlord.

(ii) No policy may include an endorsement restricting, limiting or excluding coverage in any manner without the prior written approval of Landlord.

(c) Forms

(i) If the forms of policies, endorsements, certificates, or evidence of insurance required by this **Exhibit "B"** are superseded or discontinued, Landlord will have the right to require other equivalent forms; and

(ii) Any policy or endorsement form other than a form specified in this **Exhibit "B"** must be approved in advance by Landlord.

(d) Evidence of Insurance. Insurance must be evidenced as follows:

(i) ACORD Form 25 *Certificates of Liability Insurance* for liability coverages;

(ii) ACORD Form 27 *Evidence of Property Insurance* for property coverages;

(iii) Evidence to be delivered to Landlord prior to commencing operations at the Property and at least 30 days prior to the expiration of current policies; and

(iv) ACORD forms must

(A) Show the Landlord Parties as certificate holders (with Landlord's mailing address);

- (B) Show Tenant as the “Named Insured;”
- (C) Show the insurance companies producing each coverage and the policy number and policy date of each coverage;
- (D) Name the producer of the certificate (with correct address and telephone number) and have the signature of the authorized representative of the producer;
- (E) Specify the additional insured status and/or waivers of subrogation;
- (F) State the amounts of all deductibles and self-insured retentions;
- (G) Show the primary status and aggregate limit per project where required;
- (H) Be accompanied by copies of all required endorsements; and
- (I) The phrases “endeavor to” and “but failure to mail such notice will impose no obligation or liability of any kind upon Company, its agents or representatives” must be deleted from the cancellation provision of the ACORD 25 certificate and the following express provision added: “This is to certify that the policies of insurance described herein have been issued to the Insured for whom this certificate is executed and are in force at this time. In the event of cancellation, non-renewal, or material reduction in coverage affecting the certificate holder, 30 days’ prior written notice will be given to the certificate holder by certified mail or registered mail, return receipt requested.”

(e) Copies of Policies. If requested in writing by Landlord, Tenant will provide to Landlord a certified copy of any or all insurance policies or endorsements required by this Lease.