

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement ("Agreement") is made and entered into by and between **CITY OF KILLEEN**, ("Buyer") and **KILLEEN INDEPENDENT SCHOOL DISTRICT**, ("Seller") as of the Effective Date, hereinafter defined. Seller and Buyer shall be referred to herein individually as "Party" and collectively as "Parties."

ARTICLE I DEFINED TERMS AND EXHIBITS

1.1 This Agreement uses the following terms as defined below:

a. "Business Day" or "Business Days" means any day that is (a) not Saturday or Sunday; (b) not a public holiday as defined by the Texas Government Code; (c) not a day designated as a non-work day by either the Buyer or Seller; and (d) both Buyer and Seller are open for business.

b. "Closing" means the consummation of the purchase of the Property by Buyer from Seller in accordance with the terms and provisions of this Agreement.

c. "Closing Date" means the day of the Closing as defined in Section 10.1.

d. "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 3.2 hereof, plus accrued interest thereon, if any.

e. "Effective Date" means the later of (a) the date that a copy of the fully executed Agreement is receipted by the Title Company; or (b) the date that the Earnest Money is deposited with the Title Company.

f. "Environmental Law(s)" means any federal, state, or local laws, ordinances, codes, rules, regulations, judicial or administrative orders or judgments, common law duty, permits, certifications, registrations, licenses, or policies directed to, governing, addressing, or imposing liability or use, storage, treatment, transportation, manufacture, refinement, handling, production, disposal, or other standards of conduct with respect to or otherwise relating to (i) protection of human health, natural resources, or the environment; or (ii) manufacturing, processing, distribution, use, treatment, storage, disposal, release or threatened release, spilling, leaking, pumping, pouring, emitting, injecting, depositing, discharging, escaping, dumping, leaching or leaking of Hazardous Materials (as herein defined). Such laws shall include, but not be limited to, the following acts, as amended: 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.); the Toxic Substances Control Act; the Clean Water Act; the Clean Air Act; the Safe Drinking Water Act, and in the regulations adopted in publications promulgated pursuant to the foregoing acts, all as amended from time to time.

g. “Execution Date” means the date on which the last Party to this Agreement executes the Agreement and is thus, fully executed by both Buyer and Seller.

h. “Hazardous Materials” means all pollutants, contaminants and other materials, substances and wastes which are hazardous, toxic, caustic, harmful or dangerous to human health or the environment, including (a) petroleum or petroleum products, fractions, derivatives or additives, natural or synthetic gas, urea formaldehyde, foam insulation, polychlorinated biphenyls, and radon gas; (b) radioactive materials, substances, and waste and radiation; (c) any flammable substances or explosives; (d) all asbestos (friable or non-friable) and lead-based paint; (e) any substances included within the definitions of “hazardous substances,” “hazardous materials,” “toxic substances,” “solid waste,” “toxic chemicals,” “toxic pollutants,” “contaminants,” “pollutants,” “solid waste,” “hazardous wastes,” “extremely hazardous substances,” “restricted hazardous wastes,” or words of similar import under any Environmental Law; and (f) any other substance to which exposure is prohibited, limited, or regulated under any Environmental Law.

i. “Improvements” means any buildings, structures, fixtures, utilities, infrastructure and other improvements attached to the Property.

j. “Inspection Period” means the period commencing with the Effective Date and ending at 5:00 p.m. of the day that is sixty (60) days thereafter, as further described in Article 8 of this Agreement.

k. “Permitted Exceptions” means those exceptions or conditions that are acceptable to Buyer or deemed to be acceptable if waived in accordance with Section 4.4.

l. “Property” means a parcel of land containing approximately 5.927 acres out of Lot 1, Block 1, Bellaire Elementary School, Killeen, Bell County, TX, also described as 108 W. Jasper Dr., Killeen, TX 76542, more specifically described in Exhibit A, with the final location, acreage, and metes and bounds description to be determined by the Survey described in Section 4.3 (“Land”) together with all singular rights and appurtenances pertaining to such Land and being owned by Seller, including (i) all Improvements located thereon and thereunder; and (ii) all easements, tenements, hereditaments, privileges and appurtenances in any way benefitting such Land, including, but not limited to: (a) any Land to the midpoint of the bed of any highway, street, alley, road or avenue, open or proposed, in front of, abutting, or adjoining such Land; (b) any land lying in or under the bed of any creek, stream, bayou or river running through, abutting or adjacent to such Land; (c) any riparian, appropriative or other water rights of Seller appurtenant to such Land and relating to surface or subsurface waters; (d) the present or future use of wastewater (sewer) capacity, drainage, water capacity, utility commitments, and other utility facilities that pertain to or benefit such Land; (e) any strips, gores or pieces of property abutting, bounding or which are adjacent or contiguous to such Land; (f) any reversionary interests benefitting such Land; (g) any rights-of-way, rights of ingress or egress, or other interests in, on or to any land, highway, street, road or avenue, open or proposed, in, on, across, in front of, abutting or adjoining such Land, and any awards made, or to be made in lieu thereof, and in and to any unpaid awards for damage

thereto by reason of a change of grade of any such highway, street, road or avenue; (h) any easement across, adjacent to or benefiting the such Land, existing or abandoned; and (i) any zoning variances and governmental concessions applicable to the Land.

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

n. “Survey” means a survey of the Property prepared by the Surveyor in accordance with Section 4.3.

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

p. “Title Commitment” means the commitment for title insurance issued by the Title Company covering the Property.

q. “Title Company” means: Monteith Abstract and Title Co.; 2500 Bacon Ranch Road, Killeen, Texas 76542; telephone: (254) 526-7585.

r. “Title Policy” means the Owner’s Policy of Title Insurance issued by the Title Company under Section 4.2.

1.2 The following Exhibits are attached hereto and incorporated herein for all purposes:

a. Exhibit A-1 Property Description

b. Exhibit A-2 Property Sketch

c. Exhibit B Form of Special Warranty Deed

ARTICLE II AGREEMENT OF PURCHASE AND SALE

2.1 The Property. Upon the terms and conditions of this Agreement, Seller agrees to sell and convey to Buyer the Property and Buyer hereby agrees to buy and take the Property from Seller. The Property will be conveyed at Closing by Seller to Buyer in fee simple with good and indefeasible title, free and clear of all encroachments, liens, encumbrances, covenants, conditions, restrictions, rights-of-way, easements, rights of surface use in favor of any outstanding mineral interest, and other matters affecting title, except for Permitted Exceptions.

ARTICLE III PURCHASE PRICE

3.1 The Purchase Price. The Purchase Price to be paid by Buyer to Seller for the Property shall be Eight Hundred Three Thousand and no/100 Dollars (\$803,000.00) based on a net land area of approximately 258,180 square feet at \$3.11 per square foot. The Purchase Price shall be payable to Seller on the Closing Date through the Title Company in cash or by wire transfer of funds.

3.2 Earnest Money. On or before the date that is five (5) days after the Effective Date, Buyer will deposit the sum of Eighty Thousand and No/100 Dollars (\$80,000.00) with the Title Company in an interest-bearing account, ("Earnest Money") to be held by the Title Company in escrow. If the purchase and sale hereunder is consummated in accordance with the terms and provisions of this Agreement, the entire Earnest Money, including any interest, shall be applied by the Title Company as partial payment of the Purchase Price due at the Closing. During the Inspection Period, the Earnest Money, including any interest, shall be fully refundable to the Buyer except for the Independent Consideration as set forth in Section 3.3 and if Buyer provides written notice of termination of this Agreement on or before the end of the Inspection Period, Buyer and Seller do hereby expressly instruct the Title Company to release the Earnest Money less the Independent Consideration to Buyer within three (3) Business Days of the receipt of notice from the Buyer without the need for further instructions from either Party. In all other events, the Earnest Money shall be disposed of by the Title Company as provided herein.

3.3 Contract Consideration. As independent consideration for this Agreement, Buyer shall pay Seller the amount of One Hundred and No/100 Dollars (\$100.00) ("Independent Consideration"), which amount has been bargained for and agreed to as consideration for Seller's execution and delivery of this Agreement and Buyer's right to terminate during the Inspection Period. The Independent Consideration may be applied to the Purchase Price but otherwise is nonrefundable in all events.

ARTICLE IV TITLE AND SURVEY

4.1 Title Commitment. Within ten (10) days of the Effective Date of the Agreement, Seller shall deliver or cause the Title Company to issue and deliver the Title Commitment to the Buyer, together with correct and legible copies of all instruments pertaining to the Property and those referred to in the Title Commitment as conditions or exceptions to title to the Property, including, without limitation, copies of the vesting deed or instrument, 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, leases, recorded plats, and all other encumbrances affecting the Property that would appear in the Title Policy, if issued of such date. The Title Commitment shall contain the express commitment of the Title Company to issue the Title Policy to Buyer in the amount of the Purchase Price as set forth in Section 3.1, 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.

4.2 Title Policy. At Closing or shortly thereafter, at Buyer's expense (for the basic title premium), the Title Company will issue the Title Policy underwritten by a guaranty company acceptable to Buyer. 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.

4.3 Survey. Unless an agreeable survey is prepared prior to the execution of this Agreement, Buyer shall cause the Surveyor to prepare a survey as set forth herein ("Survey") and

deliver the Survey to Buyer, Seller, and Title Company within twenty (20) days of Buyer's receipt of the Title Commitment. The Survey shall (i) show the location of all improvements, highways, streets, roads, fences, easements, and rights-of-way on or adjacent to the Property; (ii) show all visible discrepancies, conflicts, or encroachments; (iii) show the zone designation of any area shown as being within a Special Flood Hazard Area according to current Federal Emergency Management Agency Maps which make up a part of the National Flood Insurance Administration Report; (iv) be a true, correct, and accurate representation of the Property; (v) set forth the number of total acres and square feet comprising the Property with a metes and bounds description thereof; (vi) reference the Title Company and Title Commitment file number for the Property and indicate whether the exceptions contained in Schedule B of the Title Commitment do or do not apply to the Property; (vii) include references to the recording information applicable to the documents creating all encumbrances affecting the Property, including, easements or rights-of-way, such information to include the county in which such information is recorded; (viii) contain a certification specifically to Buyer, Seller, and Title Company in a form reasonably satisfactory to Buyer; and (ix) comply with such other terms and conditions as may be reasonably required by Buyer. The Surveyor shall locate and mark all corners and angles of the Property's perimeter on the ground with permanent, buried iron surveyor's stakes. The Parties shall have the right to object to the Survey, including, but not limited to, the boundaries and configuration of the Property shown thereon, pursuant to the provisions of Section 4.4. The exact size, total number of acres, location, and legal description of the Property is to be provided by the Survey and, upon completion and approval of the Survey, the metes and bounds description contained in the Surveyor's signed and sealed field notes shall be incorporated herein by reference as the description of the Property for all purposes, including replacing the description of the Property in Section 1.1(m) and delivery of the deed from Seller to Buyer conveying title to the Property. The Survey shall be subject to the review of each Party in its respective sole discretion. Seller shall have twenty (20) days after receipt of the Survey to notify the Buyer of any objections to matters contained within. If the Buyer is unable or unwilling to cure such objections or cause such objections to be cured prior to the end of the Inspection Period, then, as their sole and exclusive remedy, either Seller or Buyer may terminate this Agreement with prior written notice to the other party prior to the expiration of the Inspection Period, whereupon the Earnest Money and any interest accrued thereon shall be returned to Buyer, the Independent Consideration delivered to the Seller, and neither Party shall have any further rights or obligations hereunder except for those obligations which expressly survive termination of this Agreement.

4.4 Review of the Survey and Title Commitment by Buyer. Buyer shall have until ten (10) days after receipt of the Title Commitment and the Survey, whichever is later ("Title Objection Period"), to review the Title Commitment; instruments referenced on the Title Commitment; any other matter or instrument creating conditions, exceptions or reservations, or otherwise affecting title; and the Survey and to deliver in writing such objections as Buyer may have to anything contained on or created by any of the foregoing (collectively, the "Title Objections"). Any such items to which Buyer does not object within such the Title Objection Period shall be deemed to be Permitted Exceptions.

4.5 Seller's Opportunity to Cure Buyer's Objections to Title or Existing Survey and/or Survey. If Buyer delivers written notice of any Title Objections to Seller in accordance with Section 4.4 hereof, then Seller shall have a period of ten (10) days in which Seller (or any extension thereof agreed to by the Parties), at Seller's option, may undertake to eliminate or satisfy the Title

Objections to the satisfaction of Buyer. If Seller is unable or unwilling to so correct the Survey or cure said Title Objections, Seller shall deliver Buyer written notice thereof (“Title Notice”) and Buyer may either (a) provide written notice that it waives its Title Objections or any Title Objections not cured and accept title to the Property subject to the exceptions and the Survey as delivered; or (b) terminate this Agreement. Buyer shall have until the later of (i) the conclusion of the Inspection Period; or (ii) the date that is fifteen (15) days after receipt of Seller’s Title Notice in which to make such election. Failure of Buyer to make an election within such 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 Agreement 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. The Closing Date shall be extended, if necessary, in order to effectuate the time periods provided in this Section 4.5. If on the Closing Date there are any Monetary Liens or other encumbrances on the Property that Seller is obligated to pay and discharge, Seller shall have the right to instruct the Title Company to use any cash portion of the Purchase Price for the Property to satisfy the same, provided that Seller shall have delivered to Buyer or the Title Company on or before the Closing, instruments in recordable form sufficient to satisfy and release such Monetary Liens and other encumbrances of record, together with the cost of recording or filing said instruments. In the event this Agreement is terminated by Buyer pursuant to clause (b) of this Section 4.5, without the necessity of any other notice or approval, the Title Company immediately shall deliver to Buyer the Earnest Money and all interest accrued thereon, less the Independent Consideration, which shall be paid to Seller, and neither Party hereto shall have any further obligation or liability under this Agreement.

ARTICLE V REPRESENTATIONS AND WARRANTIES OF BUYER

5.1 Buyer represents, warrants, covenants and agrees with Seller that as of the Execution Date and as of the Closing Date, Buyer has or shall have the full right, power and authority to purchase the Property from Seller as provided in this Agreement and to carry out its obligations hereunder and that all required action by the Buyer’s governing body necessary to authorize Buyer to enter into this Agreement and to carry out its obligations hereunder has been or will have been taken by Closing.

ARTICLE VI REPRESENTATIONS AND WARRANTIES OF SELLER

6.1 Seller hereby represents that it is duly authorized and empowered to sell the Property.

ARTICLE VII EXPRESS COVENANTS

7.1 Seller’s Covenants. Between the Execution Date and Closing, Seller expressly covenants and agrees that:

a. Within ten (10) days of the Effective Date, Seller shall deliver to Buyer the following documents, to the extent Seller has knowledge and possession of same, relating to or in connection with the Property, to the extent in Seller's possession or control: (i) copies of site plans and specifications; (ii) plats, surveys, grading maps, topography maps, utility maps and plans, and any other types of maps relating to the Property; (iii) copies of engineering, environmental, asbestos, traffic, wildlife, antiquities, wetlands, drainage, and development impact studies or reports; (iv) copies of all water, wastewater, and utility capacity letters; (v) all licenses, permits, variances, approvals, consents, authorizations, and waivers; (vi) copies of all drainage and detention reports, agreements, or other documents relating to drainage and/ or detention; (vii) copies of any documents pertaining to governmental restrictions or obligations (including, without limitation, zoning, PIDs, PUDs, TIRZs, or similar matters); (viii) a current roll of any leases and a copy of all leases; (ix) a current list of all tangible personal property and fixtures located on, attached to, or used in connection with the Property; (clauses (i) through (ix) referred to collectively "Deliverables");

b. Seller shall maintain the Property in the same manner as Seller has prior to the Execution Date except as otherwise specifically set forth herein;

c. Seller shall terminate in writing all existing tenancies, leases, or rights to occupy any portion of the Property and all service contracts relating to or in connection with the Property on or before the Closing Date; and

d. Seller promptly shall furnish Buyer with a copy of all notices of violation of laws or municipal ordinances, regulations, order or requirements of any state, city, or municipal departments or other governmental authorities having jurisdiction over the Property.

7.2 Seller expressly grants Buyer and any consultant hired by Buyer access to and entry to and upon the Property during the Inspection Period to perform inspections as set forth in this Agreement and as determined by Buyer.

ARTICLE VIII CONDITIONS PRECEDENT TO BUYER'S PERFORMANCE

8.1 Buyer shall not be obligated to perform under this Agreement unless all of the following shall have occurred:

a. Title. Seller shall have good, indefeasible, and insurable fee simple title in and to the Property, shall have terminated any existing recorded or unrecorded leases, and has caused any parties in possession to have vacated the Property. Title to the Property shall be subject only to the Permitted Exceptions as provided in this Agreement.

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

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

d. Buyer's Investigation. Within the Inspection Period, in its sole discretion, Buyer will inspect the Property to determine if it is suitable for the Buyer's use. Upon execution of this Agreement, Seller hereby grants Buyer and its designated representatives the continual right to access and enter the Property for purposes of its inspection and due diligence, including, without limitation, conducting the Survey, soil tests, environmental and engineering studies, asbestos inspections, antiquities studies, topographical surveys, and any such other tests and studies as Buyer deems necessary to determine the suitability of the Property for Buyer's purposes. All tests and inspections shall be conducted in a good and workmanlike manner and in conformity with all applicable governmental and industry standards. After completion of such inspection, except in the event that Buyer proceeds to Closing, Buyer shall restore the Property to substantially the same condition as before such inspection commenced.

8.2 In the event that Buyer delivers written notice to Seller within the Inspection Period that Buyer desires to terminate this Agreement for any reason or no reason, the Title Company shall immediately deliver to Buyer the Earnest Money, less the Independent Consideration, which shall be paid to the Seller, this Agreement shall terminate, and neither Party hereto shall have any further obligation or liability under this Agreement to the other Party.

ARTICLE IX CONDITIONS PRECEDENT TO SELLER'S PERFORMANCE

9.1 Seller shall not be OBLIGATED to perform under this Agreement unless:

a. Closing Documents. Buyer shall have executed at or prior to Closing, each of the documents required pursuant to Section 10.2(b) hereof, in form and content as set forth herein;

b. Payment of Purchase Price. Buyer shall have delivered to the Title Company the Purchase Price, as adjusted under the terms of this Agreement; and

c. 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.

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 Date shall be on or before 5:00 p.m. on the date that is thirty (30) days after the end of the Inspection Period.

10.2 Items to be Delivered at the Closing.

a. Seller. At the Closing, Seller shall deliver and/or cause the Title Company to deliver to Buyer or its assignees, the following items:

- i. a special warranty deed, in form substantially similar to the form attached hereto as Exhibit B 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. if there are Improvements, a bill of sale in a form to be agreed upon by Buyer and Seller ("Bill of Sale"), signed by Seller;
- iii. an affidavit of possession in the form provided by the Title Company executed and sworn to by Seller;
- iv. releases for any mortgagees, deeds of trust or other liens arising by, through or under Seller encumbering the Property;
- v. a bills paid affidavit verifying that there are no unpaid bills or claims for labor performed or materials furnished to the Property prior to the Closing Date, other than any such bills or claims for which the Title Company is retaining funds from Seller in escrow to pay;
- vi. a closing statement setting forth the Purchase Price and all closing credits and adjustments expressly provided for in this Agreement ("Closing Statement") executed by Seller;
- vii. the Development Documents; and
- viii. All additional documents and instruments the Title Company may reasonably require in order to issue the Title Policy or which Buyer and Seller 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 any credits and/or any adjustments as provided herein;
- ii. The Closing Statement executed by the Buyer;
- iii. The Development Documents; and
- iv. All additional documents and instruments the Title Company may require in order to issue the Title Policy or which Buyer and Seller

may mutually reasonably determine are necessary to the proper consummation of this transaction.

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

10.4 Costs of Closing.

- a. Seller agrees to pay:
 - i. Seller's attorneys' fees (to be paid outside of Closing); and
 - ii. 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. cost of the basic premium for issuance of the Title Policy required under Section 4.2;
 - ii. cost of Survey;
 - iii. all charges for tax certificates;
 - iv. the cost for the boundary deletion and any other endorsements to the Title Policy if elected by the Buyer;
 - v. the escrow fees charged by the Title Company;
 - vi. the cost of any tests or inspections performed on the Property (paid outside of Closing);
 - vii. fee for recording the deed charged by the Title Company; and
 - viii. Buyer's attorneys' fees (to be paid outside of Closing).

All other reasonable and necessary costs, fees, penalties and other expenses incurred at the Closing shall be paid by Seller and/or Buyer as is customarily done in connection with a closing in Bell County, Texas of the type of transaction contemplated by this Agreement.

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 Seller shall fail to convey the Property at Closing or defaults under any material obligation hereunder.

b. Buyer's Remedies. In the event Seller is in default hereunder, Buyer, as its exclusive remedies: (i) shall be entitled to terminate this Agreement whereupon Buyer shall be entitled to an immediate refund of the Earnest Money, and the Parties hereto shall have no further obligations to one another hereunder, or (ii) may pursue the enforcement of specific performance of this Agreement.

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 meet, comply with or perform any of its covenants, agreements, or obligations required of Buyer under this Agreement, including the failure to pay the Purchase Price, as adjusted under this Agreement, at Closing.

b. Seller's Remedy. In the event Buyer shall be deemed to be in default hereunder, Seller shall be entitled to terminate this Agreement 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 Agreement.

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 Agreement.

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

12.3 Captions. The captions, headings and arrangements used in this Agreement 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 and Communications. 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; by telephonic facsimile; or by electronic transmission 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 or electronic mail. All communications pertaining to this Agreement or the transaction contemplated by this Agreement between the Parties or any third party to this transaction may be by electronic mail. Buyer's and Seller's respective addresses for purposes of this Agreement, and to which all notices required hereunder shall be sent, are as follows:

If to the Buyer:

City of Killeen
Attn: Kent Cagle
City Manager
101 N. College Street
Killeen, Bell County, TX 76541
Telephone: 254-501-7619
Email: kcagle@killeentexas.gov

If to the Seller:

Killeen Independent School District
Attn: Adam Rich
Assistant Superintendent for Facilities Services
200 N WS Young Drive
Killeen, Bell County, TX 76543
Telephone: (254) 336-0074
Email: adam.rich@killeenisd.org

With copy to:

Thompson & Horton, LLP
Attn: John Hopkins
Phoenix Tower, Suite 2000
3200 Southwest Freeway
Houston, Texas 77027
Facsimile: 713-583-8884
Email: jhopkins@thompsonhorton.com

12.6 Governing Law and Venue. This Agreement 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 Agreement. Exclusive venue for any legal proceeding relating to this Agreement shall be in Bell County, Texas.

12.7 Assignment of Agreement. Neither Party may assign this Agreement without the prior written consent of the other Party.

12.8 Entirety and Amendments. This Agreement embodies the entire agreement between the Parties and supersedes all prior agreements, understandings, and negotiations, whether verbal or written, between the Parties, relating to the Property and this transaction and may be amended or supplemented only by an instrument in writing executed by the Party against whom enforcement is sought.

12.9 Invalid Provisions. If any provision of this Agreement 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 Agreement; and the remaining provisions of the Agreement 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 Agreement. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be automatically as a part of this Agreement, 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 Agreement 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.

12.10 Multiple Counterparts; Electronic Signatures. This Agreement may be executed in a number of 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 Agreement, it shall not be necessary to produce or account for more than one such counterpart. This Agreement may be signed electronic and a signed copy of the Agreement may be transmitted by electronic mail and receipted by the Title Company. All other documents under this transaction, except those that are to be recorded, may be signed electronically and transmitted electronically.

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

12.12 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 general warranty deed transferring title to the Property to Buyer will be on Seller and after closing, will be on Buyer.

12.13 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.

12.14 Time of the Essence. It is expressly agreed by the Parties hereto that time is of the essence with respect to this Agreement. If the final day of any period of any date of performance under this Agreement 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.

12.15 No Representations or Warranties by Seller; Acceptance of Property; Disclaimer.

NOTWITHSTANDING ANY OTHER PROVISION HEREIN, BUYER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS EXPRESSLY SET FORTH HEREIN, SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES (OTHER

THAN THE WARRANTY OF TITLE AS SET OUT IN THE DEED), PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE VALUE, NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH BUYER MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (E) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, (F) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY, (G) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY, OR (H) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY, AND SPECIFICALLY, THAT SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING THE EXISTENCE IN OR ON THE PROPERTY OF HAZARDOUS MATERIALS. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, BUYER IS, EXCEPT AS EXPRESSLY SET FORTH HEREIN, RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY SELLER AND AT THE CLOSING AGREES TO ACCEPT THE PROPERTY AND WAIVE ALL OBJECTIONS OR CLAIMS AGAINST SELLER (INCLUDING, BUT NOT LIMITED TO, ANY RIGHT OR CLAIM OF CONTRIBUTION) ARISING FROM OR RELATED TO THE PROPERTY OR TO ANY HAZARDOUS MATERIALS ON THE PROPERTY. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT SELLER HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION; PROVIDED, SELLER HAS NO REASON TO BELIEVE SAME IS INACCURATE OR INCOMPLETE IN ANY MATERIAL RESPECT. EXCEPT AS EXPRESSLY SET FORTH HEREIN, SELLER IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY, OR THE OPERATION THEREOF, FURNISHED BY ANY REAL ESTATE BROKER/AGENT, EMPLOYEE, SERVANT, OR OTHER PERSON.

BUYER (FOR ITSELF AND ITS SUCCESSORS, SUCCESSORS IN INTEREST AND ASSIGNS) RELEASES, ACQUITS, AND FOREVER DISCHARGES SELLER FROM, AND WAIVES, ANY AND ALL LIABILITIES, CLAIMS, CAUSES OF ACTION, DAMAGES, AND OTHER RELIEF, WHETHER AT LAW OR IN EQUITY AND

WHETHER IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, IN CONNECTION WITH, AS A RESULT OF, OR OTHERWISE WITH REGARD TO THE CONDITION OF THE PROPERTY, IMPROVEMENTS AND OTHER ASSETS, INCLUDING BUT NOT LIMITED TO THEIR ENVIRONMENTAL CONDITION. THIS GENERAL RELEASE SHALL BE APPLICABLE, WITHOUT LIMITATION, TO ANY AND ALL LIABILITIES, CLAIMS, CAUSES OF ACTION, DAMAGES, AND OTHER RELIEF AVAILABLE UNDER ANY HAZARDOUS SUBSTANCE LAW.

BUYER FURTHER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS EXPRESSLY SET FORTH HEREIN, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SALE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS" CONDITION AND BASIS WITH ALL FAULTS, WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF CONDITION, HABITABILITY, MERCHANTABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IN RESPECT OF THE PROPERTY. IT IS UNDERSTOOD AND AGREED THAT THE SALES PRICE HAS BEEN ADJUSTED BY PRIOR NEGOTIATION TO REFLECT THAT ALL OF THE PROPERTY IS SOLD BY SELLER AND PURCHASED BY BUYER SUBJECT TO THE FOREGOING. THE PROVISIONS OF THIS SECTION SHALL SURVIVE CLOSING AND SHALL BE INCORPORATED INTO THE DEED.

12.16 Survival. All covenants and agreements contained herein and intended to be performed subsequent to any Closing hereunder shall survive the execution and delivery of the deed and other closing documents required hereby and specifically shall 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.

EXECUTED as of the ____ day of November 2025.

CITY OF KILLEEN

**KILLEEN INDEPENDENT SCHOOL
DISTRICT**

By: _____
Kent Cagle, City Manager

By: _____
Dr. King Davis, Superintendent

TITLE COMPANY RECEIPT

The undersigned Title Company acknowledges receipt of an original executed copy of this Purchase and Sale Agreement on the _____ day of _____ 2025.

By: _____

Name: _____

Title: _____

The undersigned Title Company acknowledges receipt of Buyer's Earnest Money in the amount of Eighty Thousand and no/100 Dollars (\$80,000.00) on the _____ day of _____ 2025.

By: _____

Name: _____

Title: _____

EXHIBIT A-1

PROPERTY DESCRIPTION

A parcel of land containing approximately 5.927 acres out of Lot 1, Block 1, Bellaire Elementary School, Killeen, Bell County, TX, also described as 108 W. Jasper Dr., Killeen, TX 76542.

EXHIBIT A-2
PROPERTY SKETCH

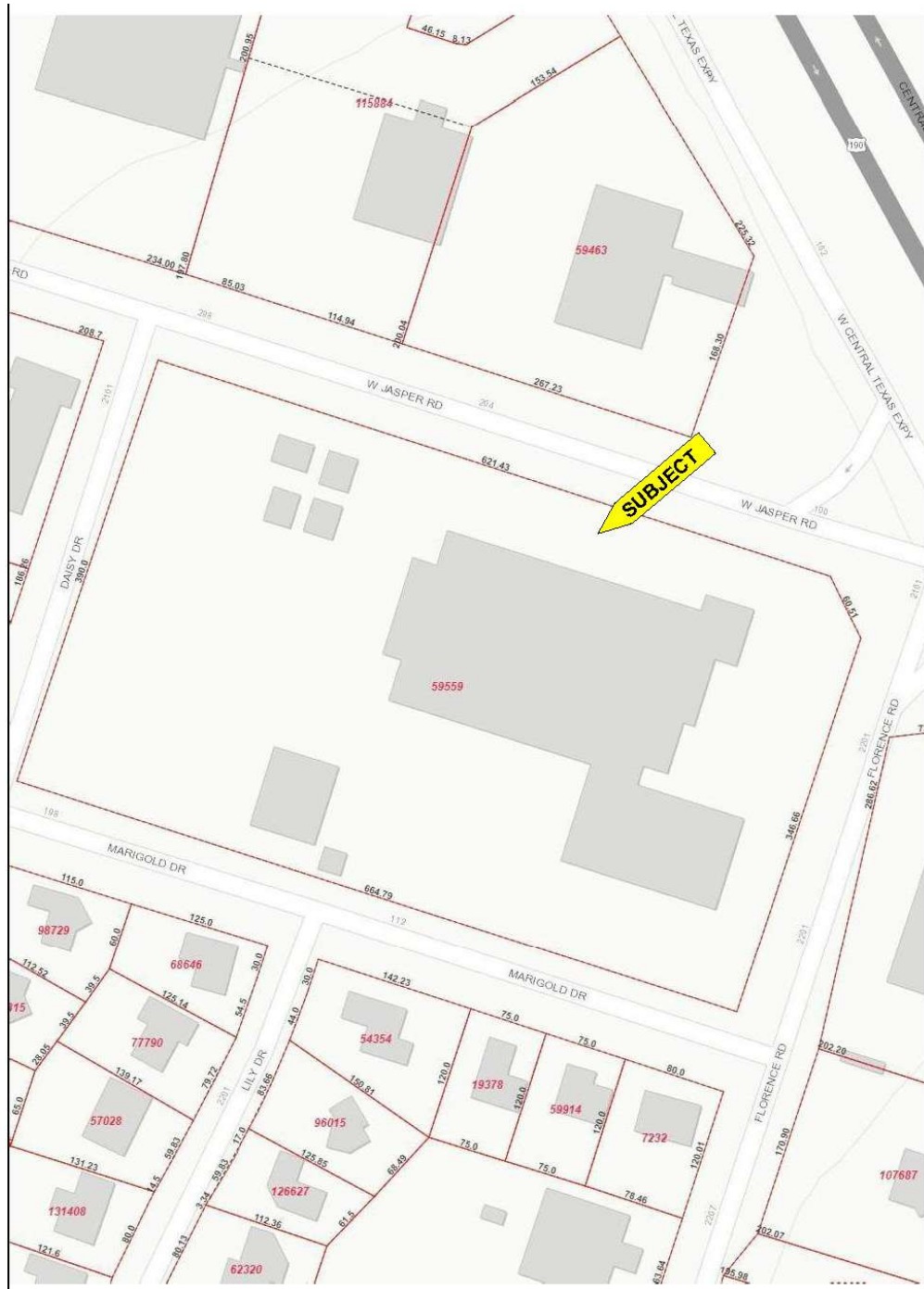


EXHIBIT B

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

THE STATE OF TEXAS §
 § **KNOW ALL PERSONS BY THESE**
COUNTY OF BELL § **PRESENTS:**

That, **KILLEEN INDEPENDENT SCHOOL DISTRICT** ("Grantor"), for and in consideration of the sum of Ten and no/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Grantor has GRANTED, BARGAINED, SOLD and CONVEYED and by these presents does GRANT, BARGAIN, SELL and CONVEY unto the **CITY OF KILLEEN** ("Grantee"), and Grantee's successors and assigns, that certain parcel containing approximately 5.927 acres out of Lot 1, Block 1, Bellaire Elementary School, Killeen, Bell County, TX, also described as 108 W. Jasper Dr., Killeen, TX 76542, as more particularly described by metes and bounds on the attached Exhibit "A" ("Land") together with all singular rights and appurtenances pertaining to such Land ("Appurtenances") and being owned by Seller, including without limitation (i) all improvements located on and under the Land ("Improvements"); (ii) all ownership and property rights associated with such Land; and (iii) all easements, tenements, hereditaments, privileges and appurtenances in any way benefitting such Land, including, but not limited to: (a) any Land to the midpoint of the bed of any highway, street, alley, road or avenue, open or proposed, in front of, abutting, or adjoining such Land; (b) any land lying in or under the bed of any creek, stream, bayou or river running through, abutting or adjacent to such Land; (c) any riparian, appropriative or other water rights of Seller appurtenant to such Land and relating to surface or subsurface waters; (d) the present or future use of wastewater (sewer) capacity, drainage, water capacity or other utility facilities to the extent same pertain to or benefit such Land; (e) any strips, gores or pieces of property abutting, bounding or which are adjacent or contiguous to such Land; (f) any reversionary interests benefitting such Land; (g) any rights-of-way, rights of ingress or egress, or other interests in, on or to any land, highway, street, road or avenue, open or proposed, in, on, across, in front of, abutting or adjoining such Land, and any awards made, or to be made in lieu thereof, and in and to any unpaid awards for damage thereto by reason of a change of grade of any such highway, street, road or avenue; and (h) any easement across, adjacent to or benefitting the such Land, existing or abandoned (collectively the Land, Improvements, and Appurtenances are referred to as "Property").

This conveyance is made by Grantor and accepted by Grantee subject to permitted exceptions described in Exhibit "B" attached hereto and incorporated herein by reference as though set forth at length, to the extent such matters are valid, currently in effect, and affect or pertain to the Property ("Permitted Exceptions").

TO HAVE AND TO HOLD the Property together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, its successors and assigns forever, subject to the Permitted Exceptions, Grantor does by these presents bind itself, its respective heirs, administrators, successors and assigns to WARRANT and FOREVER DEFEND, all and singular, the Property unto Grantee, its successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through, or under Grantor, but not otherwise.

GRANTEE ACKNOWLEDGES AND AGREES THAT, EXCEPT AS EXPRESSLY SET FORTH IN THAT CERTAIN PURCHASE AND SALE AGREEMENT DATED _____, 2025, EXECUTED BY GRANTOR, AS SELLER, AND GRANTEE, AS BUYER, RELATING TO THE SALE AND PURCHASE OF THE PROPERTY, AS THE SAME MAY HAVE BEEN AMENDED (THE "AGREEMENT") AND EXCEPT FOR THE SPECIAL WARRANTY OF TITLE MADE HEREIN, GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES (OTHER THAN THE WARRANTY OF TITLE AS SET OUT IN THIS DEED), PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE VALUE, NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH BUYER MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (E) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, (F) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY, (G) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY, OR (H) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY, AND SPECIFICALLY, THAT GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING THE EXISTENCE IN OR ON THE PROPERTY OF HAZARDOUS MATERIALS. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, GRANTEE IS, EXCEPT AS EXPRESSLY SET FORTH IN THE AGREEMENT, RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY GRANTOR AND AT THE CLOSING AGREES TO ACCEPT THE PROPERTY AND WAIVE ALL OBJECTIONS OR CLAIMS AGAINST GRANTOR (INCLUDING, BUT NOT LIMITED TO, ANY RIGHT OR CLAIM OF CONTRIBUTION) ARISING FROM OR RELATED TO THE PROPERTY OR TO ANY HAZARDOUS MATERIALS ON THE PROPERTY. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION

PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT GRANTOR HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION; PROVIDED, GRANTOR HAS NO REASON TO BELIEVE SAME IS INACCURATE OR INCOMPLETE IN ANY MATERIAL RESPECT. EXCEPT AS EXPRESSLY SET FORTH IN THE AGREEMENT, GRANTOR IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY, OR THE OPERATION THEREOF, FURNISHED BY ANY REAL ESTATE BROKER/AGENT, EMPLOYEE, SERVANT, OR OTHER PERSON.

BY ACCEPTING THIS DEED, GRANTEE (FOR ITSELF AND ITS SUCCESSORS, SUCCESSORS IN INTEREST AND ASSIGNS) RELEASES, ACQUITS, AND FOREVER DISCHARGES SELLER FROM, AND WAIVES, ANY AND ALL LIABILITIES, CLAIMS, CAUSES OF ACTION, DAMAGES, AND OTHER RELIEF, WHETHER AT LAW OR IN EQUITY AND WHETHER IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, IN CONNECTION WITH, AS A RESULT OF, OR OTHERWISE WITH REGARD TO THE CONDITION OF THE PROPERTY, IMPROVEMENTS AND OTHER ASSETS, INCLUDING BUT NOT LIMITED TO THEIR ENVIRONMENTAL CONDITION. THIS GENERAL RELEASE SHALL BE APPLICABLE, WITHOUT LIMITATION, TO ANY AND ALL LIABILITIES, CLAIMS, CAUSES OF ACTION, DAMAGES, AND OTHER RELIEF AVAILABLE UNDER ANY HAZARDOUS SUBSTANCE LAW.

GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS EXPRESSLY SET FORTH HEREIN, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SALE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS" CONDITION AND BASIS WITH ALL FAULTS, WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF CONDITION, HABITABILITY, MERCHANTABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IN RESPECT OF THE PROPERTY. IT IS UNDERSTOOD AND AGREED THAT THE SALES PRICE HAS BEEN ADJUSTED BY PRIOR NEGOTIATION TO REFLECT THAT ALL OF THE PROPERTY IS SOLD BY GRANTOR AND PURCHASED BY GRANTEE SUBJECT TO THE FOREGOING.

[Signatures appear on the following pages]

[Signature page for Special Warranty Deed – 5.927 Acres]

EXECUTED this _____ day of _____, 2025.

GRANTOR:

**KILLEEN INDEPENDENT SCHOOL
DISTRICT**

By: _____
Board President

THE STATE OF TEXAS §
 §
COUNTY OF BELL §

This instrument was acknowledged before me on _____, 2025, by
_____.

Notary Public – State of Texas

Printed Name: _____
My Commission Expires:

GRANTEE:

CITY OF KILLEEN

By: _____
Kent Cagle, City Manager

THE STATE OF TEXAS §
 §
COUNTY OF BELL §

This instrument was acknowledged before me on _____, 2025, by
_____.

Notary Public – State of Texas

Printed Name: _____
My Commission Expires:

AFTER RECORDING RETURN TO GRANTEE AT:

EXHIBIT A TO DEED

Legal Description

[Signed and Sealed Surveyor's Field Notes]

EXHIBIT B TO DEED

Permitted Exceptions

[TO COME]