



NOTICE OF MEETING OF THE BURNET ECONOMIC DEVELOPMENT CORPORATION

Notice is hereby given that a **Regular Meeting** will be held by the Burnet Economic Development Corporation (BEDC) on the **17th day of October, 2023** at **3:00 p.m.** in the Council Chambers, Burnet Municipal Airport, 2402 S. Water, Burnet, TX. at which time, the following subjects will be discussed, to-wit:

This notice is posted pursuant to the Texas Government Code, Chapter §551-Open Meetings.

1. CALL TO ORDER:

2. CONSENT AGENDA:

2.1) Approval of the September 21, 2023 BEDC Special Meeting minutes.

3. ACTION ITEMS:

3.1) Discuss and consider action: Related to the potential sale of all or portions of the Crossings at 281 South Commercial Park.

3.2) Discuss and consider action: Related to the sale of all or portions of the Eastside Commercial Park located on Highway 29 East.

3.3) Discuss and consider action: Related to the potential sale of all or portions of 118 S. Polk Street (Old Bealls Building).

3.4) Discuss and consider action: Related to the purchase of 112 S. Polk Street and 400 N. West Street (known as the Kroeger Properties).

3.5) Discuss and consider action: Related to the Coke Street Re-Alignment Project.

3.6) Discuss and consider action: Related to the Jackson Street Public Restroom Project.

3.7) Discuss and consider action: Wedding Oak Winery lease renewal.

3.8) Discuss and consider action: Related to the findings of the Burnet Community Coalition.

3.9) Discuss and consider action: A RESOLUTION OF BOARD OF DIRECTORS OF THE BURNET ECONOMIC DEVELOPMENT CORPORATION APPROVING AMENDMENTS TO THE UNIMPROVED COMMERCIAL PROPERTY CONTRACT FOR THE SALE OF A

LOT WITHIN THE CROSSING AT 281 SUBDIVISION FOR A HOTEL PROJECT; AND AUTHORIZING THE BOARD PRESIDENT TO EXECUTED NECESSARY INSTRUMENTS.

3.10) Discuss and consider action: Request for funding for Marketing and holiday decorations.

4. CONVENE TO EXECUTIVE SESSION:

The Board of Directors of the Burnet Economic Development Corporation shall convene in executive session to:

4.1) Pursuant to Section 551.072 Texas Government Code deliberate the purchase, exchange, lease, or value of real property in order to minimize the detrimental effect of such discussion in open session on the position of the Board in negotiations with third parties for property located at Eastside Commercial Park: D. Vaughn

4.2) Pursuant to Section 551.072 Texas Government Code to deliberate the purchase, exchange, lease, or value of real property in order to minimize the detrimental effect of such discussion in open session on the position of the Board in negotiations with third parties for property located at the Crossings at 281 South Commercial Park: D. Vaughn

4.3) Pursuant to Section 551.072 Texas Government Code to deliberate the purchase, exchange, lease, or value of real property in order to minimize the detrimental effect of such discussion in open session on the position of the Board in negotiations with third parties for the potential sale of all or portions of 118 S. Polk Street (Old Bealls Building): D. Vaughn

5. RECONVENE TO REGULAR SESSION FOR POSSIBLE ACTION:

5.1) Discuss and consider action: Regarding deliberations of the purchase, exchange, lease, or value of real property located at Eastside Commercial Park: D. Vaughn

5.2) Discuss and consider action: Regarding deliberations of the purchase, exchange, lease, or value of real property located at the Crossings at 281 South Commercial Park: D. Vaughn

5.3) Discuss and consider action: Regarding deliberations of the purchase, exchange, lease, or value of real property located at 118 S. Polk Street (Old Bealls Building): D. Vaughn

6. REQUESTS FROM BEDC FOR FUTURE REPORTS:

7. ADJOURN:

Dated this 13th day, of October, 2023

I, the undersigned authority, do hereby certify that the above NOTICE OF MEETING of the Burnet Economic Development Corporation, is a true and correct copy of said NOTICE and that I posted a true and correct copy of said NOTICE on the bulletin board, in the City Hall of said City, BURNET, TEXAS, a place convenient and readily accessible to the general public at all times, and said NOTICE was posted on October 13th, 2023, at or before 3 o'clock p.m. and remained posted continuously for at least 72 hours preceding the scheduled time of said Meeting.

Kelly Dix, City Secretary

NOTICE OF ASSISTANCE AT THE PUBLIC MEETINGS:

The City Council Chamber is wheelchair accessible. Persons with disabilities who plan to attend this meeting and who may need auxiliary aids or services, such as interpreters for persons who are deaf or hearing impaired, readers, or large print, are requested to contact the City Secretary's office (512.756.6093) at least two working days prior to the meeting. Requests for information may be faxed to the City Secretary at 512.756.8560.

RIGHT TO ENTER INTO EXECUTIVE SESSION:

The Board of Directors for the Burnet Economic Development Corporation reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices) and 551.087 (Economic Development

STATE OF TEXAS {}
COUNTY OF BURNET {}

On this the 21st day of September, 2023, the Burnet Economic Development Corporation of the City of Burnet convened in Special Session, at 4:00 p.m., at the Burnet City Council Chambers, 2402 S. Water Street, Burnet, with the following members present, to-wit:

Board Members: David Vaughn, Philip Thurman, Cary Johnson, Brad Zehner, Ricky Langley, Katy Randall
Absent: Mary Jane Shanes

Guests: Adrienne Feild, Carly Kehoe-Pearson, Habib Erkan Jr.,

CALL TO ORDER: The meeting was called to order by Board President Cary Johnson at 4:00 p.m. and quorum was established.

CONSENT AGENDA:

Approval of the July 18, 2023 BEDC Regular Meeting minutes: Board Member Philip Thurman moved to approve the July 18, 2023 Regular Meeting minutes as presented. Board Member Ricky Langley seconded. The motion carried unanimously.

Approval of the August 1, 2023 BEDC Special Meeting minutes: Board Member Mary Jane Shanes moved to approve the July 18, 2023 Regular Meeting minutes as presented. Board Member Brad Zehner seconded. The motion carried unanimously.

ACTION ITEMS:

Discuss and consider action: Potential purchase of the Kroger property: Board Member David Vaughn presented the Commercial Property Contract executed with Kay Kroeger Roberts and Ben L. Roberts for the purchase of the properties located at 102 E. Polk St. and 400 N. West Street, Burnet, in the amount of \$600,000.00 for approval by the Board. Board Member Mary Jane Shanes move to approve and adopt Resolution BEDC R2023-11 as presented. Board Member Ricky Langley seconded. The motion carried unanimously.

Discuss and consider action: Related to the potential sale of all or portions of the Crossings at 281 South Commercial Park: Board Member David Vaughn informed all present that he would be bringing a re-plat of the acreage for the hotel to the Board for review in the near future. The purpose of the re-plat is to address the flood zone areas. No action taken.

Discuss and consider action: Related to the sale of all or portions of the Eastside Commercial Park located on Highway 29 East: Board Member David Vaughn informed all present that he has been approached by the owners of El Rancho for the possible purchase of land at the Eastside Commercial Park. He will keep the Board informed of discussions. No action was taken.

Discuss and consider action: Related to the potential sale of all or portions of 118 S. Polk Street (Old Bealls Building): No action.

Discuss and consider action: Related to the Coke Street Re-Alignment Project: No action.

Discuss and consider action: Related to the Jackson Street Public Restroom Project: No action.

Discuss and consider action: Related to the findings of the Burnet Community Coalition: No action.

CONVENE TO EXECUTIVE SESSION: The board did not convene to Executive Session.

The Board of Directors of the Burnet Economic Development Corporation shall convene in executive session to:

Pursuant to Section 551.072 Texas Government Code deliberate the purchase, exchange, lease, or value of real property in order to minimize the detrimental effect of such discussion in open session on the position of the Board in negotiations with third parties for the Kroger property: D. Vaughn

RECONVENE TO REGULAR SESSION FOR POSSIBLE ACTION: No action taken.

Discuss and consider action: Regarding deliberations of the purchase, exchange, lease, or value of real property known as the Kroger property: D. Vaughn

REQUESTS FROM BEDC FOR FUTURE REPORTS: None.

ADJOURN: There being no further business a motion adjourn was made by Board Member Katy Randall at 4:46 p.m., seconded by Board Member Mary Jane Shanes. The motion carried unanimously.

ATTEST:

Kelly Dix, City Secretary

Cary Johnson, President
Burnet Economic Development Corporation



ITEM 3.1

Agenda Item Brief

Meeting Date:	October 17, 2023
Agenda Item:	Discuss and consider action: Related to the potential sale of all or portions of the Crossings at 281 South Commercial Park.
Background:	To be presented at the meeting.
Information:	
Fiscal Impact:	
Recommendation:	To be determined by the board.



ITEM 3.2

Agenda Item Brief

Meeting Date:	October 17, 2023
Agenda Item:	Discuss and consider action: Related to the potential sale of all or portions of the Eastside Commercial Park located on Highway 29 East.
Background:	To be presented at the meeting.
Information:	
Fiscal Impact:	
Recommendation:	To be determined by the board.



ITEM 3.3

Agenda Item Brief

Meeting Date:	October 17, 2023
Agenda Item:	Discuss and consider action: Related to the potential sale of all or portions of 118 S. Polk Street (Old Bealls Building).
Background:	
Information:	To be presented at the meeting.
Fiscal Impact:	
Recommendation:	To be determined by the Board.



ITEM 3.4

Agenda Item Brief

Meeting Date: October 17, 2023

Agenda Item: Discuss and consider action: Related to the purchase of 112 S. Polk Street and 400 N. West Street (know as the Kroger Properties).

Background:

Information:

Fiscal Impact:

Recommendation: To be determined by the board.



ITEM 3.5

Agenda Item Brief

Meeting Date:	October 17, 2023
Agenda Item:	Discuss and consider action: Related to the Coke Street Re-Alignment Project.
Background:	To be presented at the meeting.
Information:	
Fiscal Impact:	
Recommendation:	To be determined by the board.



ITEM 3.6

Agenda Item Brief

Meeting Date: October 17, 2023

Agenda Item: Discuss and consider action: Related to the Jackson Street Public Restroom Project.

Background: To be presented at the meeting.

Information:

Fiscal Impact:

Recommendation: To be determined by the board.



ITEM 3.7

Agenda Item Brief

Meeting Date: October 17, 2023

Agenda Item: Discuss and consider action: Wedding Oak Lease Renewal

Background:

Information: Please find the attached email from Wedding Oak regarding their lease renewal and the associated section of the lease agreement that addresses the renewal term.

Fiscal Impact:

Recommendation: To be determined by the board.

From: Mike <mike@weddingoakwinery.com>
Sent: Tuesday, September 26, 2023 8:01 AM
To: David Vaughn <dvaughn@cityofburnet.com>
Cc: Mike McWilliams <mike.m@browningoil.com>; stephenfcooper78@gmail.com
<stephenfcooper78@gmail.com>; William Burgess <bburgess@centex.net>
Subject: Burnet Lease Extension

Caution: External Email

Good morning David,

Hope all is well with you and the City of Burnet. The drought is still with us and I know that just adds to the challenges you face.

Per the terms of our lease, Wedding Oak Winery elects to extend our lease for an additional sixty (60) calendar months, defined as the Renewal Term. The Renewal Term commences on October 1, 2024.

David, we appreciate the partnership. No one could have predicted the economic calamity brought on by COVID and the resulting response by the federal and state government. We appreciate very much the support you, the City of Burnet and the Burnet Economic Development Corporation provided Wedding Oak Winery and other small businesses. We look forward to growing our business and remain excited about the future.

Best regards,

Mike

Mike McHenry
Founder and Managing Partner
Wedding Oak Winery

Sent from [Mail](#) for Windows

DISCLAIMER: "This communication, and any attachments, may contain information that will subject this message to disclosure under public information statutes. In the alternative, this message may contain information that is confidential and privileged. Unless you are the addressee (or authorized to receive for the addressee), you may not use, copy or disclose to anyone the message or any information contained in the message. If you have received this message in error, please advise the sender by reply e-mail and delete the message."

BELOW IS AN EXCERPT FROM THE LEASE AGREEMENT REGARDING THE RENEWAL TERM:

F. Term. The Initial Term shall be the period that begins on the Commencement Date and continuing for a period of sixty (60) full calendar months after the Commencement Date (“Initial Term”). Tenant may, upon written notice prior to the end of the forty-eighth (48) calendar month of the Initial Term, elect to extend this Lease for an additional sixty (60) calendar month period (“Renewal Term”). The Initial Term and Renewal Term shall be referred to herein individually and collectively as the Term (“Term”), as applicable.

LEASE AGREEMENT

This Lease Agreement ("Lease") is entered into by the BURNET ECONOMIC DEVELOPMENT CORPORATION, as "Landlord", and San Saba Wine Cellars, LLC d/b/a Wedding Oak Winery LLC., a Texas Limited Liability Company, as "Tenant". Individually referred to herein as "Party" or collectively as "Parties".

SECTION 1. BUSINESS TERMS AND AGREED DEFINITIONS

The following terms shall have the indicated meanings when used in this Lease, unless the context otherwise clearly requires.

A. Land. The Land is approximately 0.211 acres of land described as Lot No. 3A, Block 7 of the Peter Kerr Addition to the City of Burnet, as further shown on **Exhibit "A"**. The physical address of the Land is 229 South Pierce Street, Burnet, Texas 78611.

B. Building. Buildings located on 229 South Pierce Street collectively referred to as the Badger Building, pursuant to this Lease on the Land and the driveways and sidewalks (if any) which service the Building.

C. Leased Premises. The Building and the Land, together with any other improvements situated thereon.

D. Removable Trade Fixtures. Removable Trade Fixtures shall mean the following: all of Tenant's signs, counters, tables, chairs, desks, racks, merchandisers and displays, standards, wall brackets, hang rods, shelves, mirrors, cash registers and other business machines, wall brackets, tanks, barrels and other equipment used by Tenant in its business operations that can be removed without materially damaging the Leased Premises.

E. Commencement Date. Landlord will tender possession of the Leased Premises to Tenant on the Commencement Date which shall be when the following has occurred: (1) a Certificate of Occupancy or temporary Certificate of Occupancy has been obtained, (2) Landlord has Substantially Completed Landlord's Work, and (3) Landlord has given Tenant the keys to the Leased Premises. Landlord and Tenant shall execute a Base Rent schedule in a form substantially similar to **Exhibit "B"**, specifying the month and year of the Commencement Date and further specifying the month and year of each subsequent monthly Base Rent payment as provided for herein.

F. Term. The Initial Term shall be the period that begins on the Commencement Date and continuing for a period of sixty (60) full calendar months after the Commencement Date ("Initial Term"). Tenant may, upon written notice prior to the end of the forty-eighth (48) calendar month of the Initial Term, elect to extend this Lease for an additional sixty (60) calendar month period ("Renewal Term"). The Initial Term and Renewal Term shall be referred to herein individually and collectively as the Term ("Term"), as applicable.

G. Rent. All sums required to be paid by Tenant under this Lease constitute "Rent." The term "Rent" or "Rental", when used in this Lease, includes Base Rent, Percentage Rent, and all other sums payable hereunder combined. Tenant's Rent payments shall be made to Landlord at Landlord's stated address, or at any other address that Landlord may specify by written notice to Tenant, as provided for herein. No payment made by Tenant, or received by Landlord, in an amount less than the amount herein stipulated shall be deemed to be other than a partial payment, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as Rent or any other sum payable hereunder be deemed an accord and satisfaction, and Landlord may accept any such check or payment without prejudice to Landlord's right to recover the balance of such amount from Tenant or to pursue any other remedy in this Lease or provided by law.

Base Rent shall be as follows:

(1) Commencing on the 1st full calendar month through the 12th full calendar month following the Commencement Date ("Lease Year 1"), the Base Rent shall be **\$48,000.00** per year, payable in equal monthly installments of **\$4,000.00** per month. If the Commencement Date does not fall on the first day of a month, the first partial month's Base Rent will be prorated based on the following formula: \$4,000 divided by the number of days in the month, times the number of days remaining in the month; and

(2) Commencing on the 13th full calendar month following the Commencement Date through the 24th full calendar month following the Commencement Date ("Lease Year 2"), the Base Rent shall be **\$54,000.00** per year, payable in equal monthly installments of **\$4,500.00** per month; and

(3) Commencing on the 25th full calendar month following the Commencement Date through the 36th full calendar month following the Commencement Date ("Lease Year 3"), the Base Rent shall be **\$60,000.00** per year, payable in equal monthly installments of **\$5,000.00** per month; and

(4) Commencing on the 37th full calendar month following the Commencement Date through the 48th full calendar month following the Commencement Date ("Lease Year 4"), the Base Rent shall be **\$66,000.00** per year, payable in equal monthly installments of **\$5,500.00** per month; and

(5) Commencing on the 49th full calendar month following the Commencement Date through the 60th full calendar month following the Commencement Date ("Lease Year 5"), the Base Rent shall be **\$72,000.00** per year, payable in equal monthly installments of **\$6,000.00** per month.

Tenant agrees to pay Landlord the Base Rent in advance, without notice or demand, on or before the first day of every month during the Term of this Lease. In the event Tenant fails to pay Base Rent on or before the 1st day of the month, a late penalty of Twenty and

No/100 Dollars (\$20.00) per day for each day said Base Rent is not paid shall be paid by Tenant to Landlord.

H. Renewal. The Renewal Term shall be subject to the same terms and conditions as the Initial Term, and the following Base Rent schedule:

- (1) Commencing on the 61st full calendar month through the 72nd full calendar month following the Commencement Date (“Lease Year 6”), the Base Rent shall be **\$75,000.00** per year, payable in equal monthly installments of **\$6,250.00** per month; and
- (2) Commencing on the 73th full calendar month following the Commencement Date through the 84th full calendar month following the Commencement Date (“Lease Year 7”), the Base Rent shall be **\$78,000.00**, payable in equal monthly installments of **\$6,500.00** per month; and
- (3) Commencing on the 85th full calendar month following the Commencement Date through the 96th full calendar month following the Commencement Date (“Lease Year 8”), the Base Rent shall be **\$81,000.00**, payable in equal monthly installments of **\$6,750.00** per month; and
- (4) Commencing on the 97th full calendar month following the Commencement Date through the 108th full calendar month following the Commencement Date (“Lease Year 9”), the Base Rent shall be **\$84,000.00**, payable in equal monthly installments of **\$7,000.00** per month; and
- (5) Commencing on the 109th full calendar month following the Commencement Date through the 120th full calendar month following the Commencement Date (“Lease Year 10”), the Base Rent shall be **\$87,000.00**, payable in equal monthly installments of **\$7,250.00** per month.

I. Percentage Rent.

For the purposes of this section, (1) Gross Receipts shall mean the total amounts the Tenant received from all sources during the Lease Year generated at, or attributable to, the Leased Premises, without subtracting any costs or expenses (“Gross Receipts”). Gross Receipts shall not include sales taxes collected. (2) “Lease Year” shall mean each period of twelve (12) consecutive calendar months during the Term of the Lease, as provided for herein.

Percentage Rent is the result of ten (10%) percent of Gross Receipts for the each Lease Year minus the Base Rent paid by Tenant during the Lease Year (“Percentage Rent”).

No later than forty-five (45) days after the end of the Lease Year, Tenant shall pay Landlord the Percentage Rent and provide copies of all monthly sales tax returns for the

Lease Year and a statement of all Gross Receipts for the Lease Year signed by both Tenant and Tenant's bookkeeper or accountant.

Tenant shall maintain complete records of its Gross Receipts during the Lease Period. In order to verify any statement made pursuant to subsection 5(c)(2), Tenant shall allow Landlord to inspect during normal business hours all the records of Tenant's Gross Receipts, including any reports to any governmental agency. No more frequently than once per Lease Year, Landlord may retain an independent certified public accountant to conduct an audit of Tenant's business records. If such audit results in a positive deviation in the Gross Receipts amounts greater than +10% of Tenant's statements to Landlord, Tenant shall pay the additional Percentage Rent due, if any, and the cost of the audit to Landlord with thirty (30) days, otherwise, Landlord shall pay the cost of the audit.

J. Guarantor. None.

K. Permitted Use. Tenant's use of the Leased Premises is for the operation of a winery facility and retail space for sales and events, and usual activities in connection with Tenant's business as a winery ("Permitted Use"). For the purposes of this Lease, Permitted Use may also include food service or restaurant use. Tenant also agrees that it will not use, or suffer or permit any person to use the said Leased Premises or any portion or portions thereof for any use or purpose, other than the Permitted Use, or in violation of the laws of the United States, the State of Texas or other governmental subdivision having jurisdiction, or restrictive covenants and neither suffer nor permit nuisances upon said Leased Premises.

L. Tenant's Address. Tenant's address for notice purposes shall be:

Tenant Name: San Saba Wine Cellars, LLC.
Attention: Mike McHenry, Managing Member
Address: 301 East Wallace Street, Suite 205
San Saba, Texas 76877
Phone: (325) 628-3285

M. Landlord's Address. Landlord's address for notice purposes shall be:

Landlord Name: Burnet Economic Development Corporation
Attention: Cary Johnson, President
Address: 1001 Buchanan Drive, Suite 4
P.O. Box 1369
Burnet, TX 78611
Phone: (512) 756-6093
Fax: (512) 756-8560

N. Security Deposit. Prior to the Commencement Date, Tenant shall pay a security deposit of Five Thousand and No/100s Dollars (\$5,000.00) ("Security Deposit"). If Tenant defaults, Landlord may use the Security Deposit to pay arrears of Rent, to repair any damage or injury, or to pay any expense or liability incurred by Landlord as a result of the default. Landlord agrees to return the Security Deposit to Tenant, less

itemized deductions, if any, on or before the sixtieth (60th) day after the date Tenant surrenders the Premises.

SECTION 2. LANDLORD'S WORK.

A. Landlord, at Landlord's sole cost and expense, shall perform the construction and other work in and on the Leased Premises which is provided for in the architectural plans for the Building's renovation, attached hereto as **Exhibit "C"** ("Landlord's Work"). The finish-out of the Leased Premise shall be completed by Landlord in a manner that is architecturally appropriate to the historical nature of the Building, appropriate use of the space, and generally equivalent to that shown on **Exhibit "D"** or as otherwise agreed upon by the Parties.

B. Subject to the provisions provided for herein, Landlord shall proceed diligently to cause the Landlord's Work to be Substantially Complete on or before **April 1, 2019** (the "Projected Completion Date"). The Parties hereby agree that due to the nature of the project and difficulties involved in preserving/restoring the Buildings, the Project Completion Date may be extended by the Landlord, without penalty. Landlord shall advise Tenant of such delays in writing. "Substantial Completion" shall mean when the Landlord's Work has occurred such that the Leased Premises are ready for occupancy by Tenant for the Permitted Use. Substantial Completion shall be deemed to have occurred notwithstanding a requirement to complete punch list items, which does not materially interfere with Tenant's occupancy. Landlord shall not be liable for any monetary damages for delays in completion.

C. Landlord shall, if possible, allow Tenant access to the Leased Premises prior to the Commencement Date for Tenant to install various equipment and machinery; provided, however, that in doing so Tenant shall coordinate and cooperate with Landlord and Landlord's contractors to prevent any delay. Tenant shall have no right to occupy the Leased Premises prior to the Commencement Date other than for purposes of installing Tenant's equipment and machinery. Landlord shall not be liable for any damage caused to Tenant's property located on the Leased Premises prior to the Commencement Date.

D. Within thirty (30) days of the Commencement Date, Landlord and Tenant will conduct a final walk-through of the Leased Premises to determine if any part of the Landlord's Work remains. Tenant shall have ten (10) business days after the date that Landlord has notified Tenant that the punch list items have been completed to notify Landlord in writing of any punch list items which Tenant does not believe have been completed and arrange a walk through the Leased Premises to identify any deficiencies. In the event that the Tenant does not provide such notice within the ten (10) business day period, Tenant shall be deemed to have confirmed that all punch list items have been completed and that the Leased Premises are suitable in all respects.

E. Landlord, at Landlord's cost, shall be responsible for obtaining, if required for Tenant's occupancy, a certificate of occupancy from the applicable governmental

agency (collectively, the "Certificate of Occupancy") so that Tenant may occupy the Leased Premises. If necessary, Tenant will assist Landlord in obtaining such Certificate of Occupancy.

F. If Tenant hereafter desires Landlord to do any work different from or in excess of the Landlord's Work ("Additional Work"), Tenant shall submit to Landlord detailed proposed plans of such Additional Work. Such proposed plans shall be subject to Landlord's sole discretion and approval. Landlord shall have no obligation to perform any Additional Work absent express approval and agreement to do so. If Landlord does approve such proposed plans, Landlord's obligation to perform the Additional Work shall be conditioned upon Landlord and Tenant having executed a written agreement as to the cost of the Additional Work and the terms and conditions upon which such cost will be paid by Tenant.

G. All of Landlord's Work shall be done by Landlord in a good and workmanlike manner. Landlord shall, at Landlord's sole expense, obtain all building permits, approvals and certificates required by any governmental authority and shall, upon request of Tenant, promptly deliver copies of same to Tenant.

H. Landlord shall allow Tenant and Tenant's agents and representatives' reasonable access to the Leased Premises, at Tenant's sole risk, throughout the period of construction.

I. Landlord agrees that upon completion of Landlord's Work, the Leased Premises and the other parts of Landlord's Work will comply with all applicable building codes.

J. Upon Substantial Completion, Landlord shall remove all of Landlord's waste materials and rubbish from and about the Leased Premises as well as Landlord's tools, construction equipment, machinery and surplus materials, and leave the same in broom clean condition, ready for occupancy.

K. Landlord shall, or cause Landlord's contractor to, maintain in good order at the site one record copy of drawings, specifications, change orders and other modifications, marked currently to record changes made during construction, and Tenant shall have reasonable access to such items. A copy of these items shall be delivered to the Tenant upon request.

L. Tenant may not construct any alterations or make any changes to the Leased Premises unless Tenant has received the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed.

M. All improvements, additions, equipment, and fixtures installed in the Leased Premises, except for Removable Trade Fixtures which are actually removed in accordance with this Lease at the termination of Tenant's right to possession hereunder, shall belong to Landlord.

SECTION 3. TAXES .

Landlord shall be responsible for and shall pay all real property taxes on the Leased Premises. Tenant shall be responsible for and shall pay all personal property taxes on the Leased Premises. Additionally, Tenant shall pay the full amount of all taxes, assessments, impositions, levies, charges, excises, fees, licenses and other sums levied, assessed, charged or imposed by any governmental authority or other taxing authority upon Tenant's leasehold interest under this Lease and all alterations, additions, fixtures, including Removable Trade Fixtures (hereafter defined), inventory and other property installed or placed or permitted at the Leased Premises by Tenant. Within thirty (30) days after notice from Landlord, Tenant shall furnish Landlord a true copy of receipts received by Tenant from the governmental authority or other taxing authority assessing such charge evidencing such payment.

SECTION 4. UTILITIES.

Tenant shall contract directly with utility providers and shall pay for all water, sewer, gas, electricity, garbage, telephone and other utilities used in the Leased Premises during the Term. Landlord shall not be liable for any cessation or interruption of utility services to the Leased Premises. No cessation or interruption of utilities shall modify any of the obligations of Tenant under this Lease.

SECTION 5. USE.

Tenant shall use the Leased Premises solely for the Permitted Use, as defined herein. Tenant shall obtain, at Tenant's own cost and expense, any and all licenses and permits necessary for such use, except the Certificate of Occupancy, if applicable, which shall be the Landlord's responsibility. Tenant shall comply with all federal, state, municipal, and other laws, ordinances, rules and regulations of any governmental authority that apply to the use, renovation, repair, operation, or occupancy of the Leased Premises or to Tenant's business. Outside storage is prohibited without Landlord's prior written consent. All renovations, additions, physical changes or other improvements to the Leased Premises must be approved in writing by Landlord. Tenant shall comply with such reasonable safety recommendations and reasonable loss prevention and loss reduction recommendations, as long as such recommendations do not unreasonably interfere with Tenant's use of the Leased Premises, as Landlord or Landlord's insurance carriers (or both) may, from time to time, request; and Tenant shall not make any unlawful use of the Leased Premises or permit any unlawful use thereof; and Tenant shall not commit any act which is a significant public nuisance or unreasonable annoyance to Landlord, or which might in the reasonable judgment of Landlord, injure or depreciate the Leased Premises.

SECTION 6. SIGNAGE.

Tenant shall be responsible for the purchase, installation, and maintenance of any signage in the Leased Premises or on the exterior of the Leased Premises. Any sign erected upon the Leased Premises must be made in accordance with applicable laws and regulations and must be approved by Landlord prior to installation, for which such consent shall not be unreasonably withheld.

SECTION 7. REPAIRS

A. Landlord's Obligations. Only the following portions of the Leased Premises constitute Landlord's repair obligation: roof, foundation, and load-bearing columns ("Structural Members"). Landlord shall have no obligation to perform these repair or maintenance activities with regard to such portions of the Leased Premises (reasonable wear and tear excepted) unless and until Tenant has given Landlord written notice of need of repair to these items. In the event Landlord disagrees with Tenant's request, Landlord shall provide Tenant with a written explanation of why the foundation, structural walls and roof of the building are not in need of repair or maintenance. Should Landlord and Tenant not agree as to the necessity of repair or maintenance of the Structural Members, Landlord and Tenant shall agree on a mutually acceptable design professional who will resolve such dispute by certifying in writing whether any such repairs are required and, if so, the method required to address any such defect. The Party whom the design professional decides against will pay the design professional in full.

B. Tenant's Obligations. Tenant shall repair and maintain in good repair and order and keep clean and orderly all portions of the Leased Premises (excluding Structural Members), including, without limitation: window and door glass; interior partition walls; doors; windows; floor coverings; exterior and interior side of structural walls; down spouts; lights; electrical system and equipment; plumbing systems and equipment; heating ventilating and air conditioning systems and equipment; fire protection systems and equipment; and all equipment used in connection with the Leased Premises. Landlord shall have the right to perform any obligations of Tenant under this Section, in addition to any other remedies available to Landlord, if Tenant fails to perform any such obligation for a period of ten (10) days after Landlord has given Tenant written notice thereof (unless Tenant commences to cure and diligently pursues the curing of the same) and Tenant shall pay to Landlord reasonable cost thereof. Landlord shall not be required to give notice if an emergency exists.

SECTION 8. CASUALTY DAMAGE.

A. Repairs. In the event of a fire or other casualty in the Leased Premises, Tenant shall immediately give notice thereof to Landlord. Landlord shall be responsible for rehabilitation and repair after a casualty loss, only to the extent such rehabilitation or repair is covered through its insurance proceeds. Failure to rehabilitate or repair the Leased Premises, as provided for herein, shall be a breach of Landlords' obligations under this Lease. If the Building, or any portion thereof, shall be partially destroyed by fire or other

casualty so as to render the Building, or any portion thereof, untenable and such portion is not actually used by Tenant for Tenant's normal intended use, the Base Rent shall proportionately abate thereafter until such time as the Leased Premises, or any portion thereof, are made tenable; provided, however, there shall be no abatement of Base Rent and/or any abatement of Rental shall cease as to the portion of the Building actually used by Tenant for Tenant's normal intended use. No damages, compensation, or claims shall be payable by Landlord for any inconvenience, loss of business, or annoyance arising from any casualty loss, except that Base Rent shall be abated in proportion to the portion of the Leased Premises that is not useable by Tenant for Tenant's normal intended use and in proportion to the amount of time that any or all of the Leased Premises is not useable for Tenant's normal intended use.

SECTION 9. CONDEMNATION.

If (i) twenty-five percent (25%) or more of the Leased Premises, other than the Building or (ii) any part of the Building is condemned (or conveyed to a governmental authority in lieu of condemnation), then Landlord or Tenant may elect to terminate this Lease or to continue the Lease in effect. If Landlord or Tenant elects to terminate this Lease, then the Term shall terminate on the date that possession of such portion of the Leased Premises or the Building is condemned or taken by the governmental authority. All condemnation awards for a taking of either the Leased Premises or the Building shall belong to Landlord. Provided however, Tenant may make a separate claim for loss of its own property or other damages to the extent permitted by applicable law, and provided such separate claim shall not operate to prejudice the claims of Landlord or otherwise diminish any award claimed by Landlord. If neither Landlord nor Tenant elects to exercise their above right to terminate this Lease, the Lease shall remain in full force and effect and the Base Rent, if a portion of the Leased Premises is taken, will be reduced in proportion to the square footage of the Building that has been taken.

SECTION 10. INSURANCE AND INDEMNITY

A. Landlord shall not be liable to Tenant or to Tenant's employees, agents, visitors, customers or to any person or entity whomsoever, for injury to person or damage to or loss of property on or about the Leased Premises caused by the occupancy and use by Tenant, its officers, partners, employees, agents, subtenants, licensees, concessionaires, visitors, customers or any other person entering the Leased Premises under the express or implied invitation of Tenant, or arising out of the use of the Leased Premises by Tenant and the conduct of its business therein, or arising out of any breach or default by Tenant in the performance of its obligations hereunder and TENANT HEREBY AGREES TO INDEMNIFY LANDLORD AND HOLD IT HARMLESS FROM ANY LOSS, EXPENSE, CLAIMS OR ACTIONS ARISING OUT OF SUCH DAMAGE OR INJURY (INCLUDING WITHOUT LIMITATION ANY COURT COSTS AND ATTORNEYS' FEES). The provisions of this Section shall survive the termination of this Lease with respect to any claims or liability occurring prior to such termination. Notwithstanding anything to the contrary, Landlord shall be responsible and shall pay all damages caused by the

negligence or willful misconduct of Landlord's and its partners, affiliates, officers, agents, servants and employees.

Landlord shall procure and maintain Real Property Coverage for the Leased Premises. The Valuation Method for Loss Adjustment shall be "Replacement Cost", as defined in the Landlord's insurance policy. Landlord, in its discretion, may choose a policy with, or without, a coinsurance clause. The Coverage Basis shall be "Special Form". "Special Form" provides coverage for loss or damage to property as a result of Fire, Lightning, Windstorm or Hail, Explosion, Smoke, Vehicles or Aircraft, Riot, Riot Attending Strike or Civil Commotion, Vandalism & Malicious Mischief, Sprinkler Leakage, Theft, Collapse, and coverage for risks of loss or damage not specifically excluded.

Tenant shall carry insurance coverage as follows:

1. Causes of loss – special form insurance on Tenant's leasehold improvements and personal property in the Leased Premises in an amount equal to the full replacement cost.
2. Commercial general liability insurance, including contractual liability insurance coverage, covering Tenant's operations within the Premises, with combined single limits of not less than \$1,000,000.00 per occurrence for bodily injury or property damage, naming Landlord as additional insured.
3. Worker's compensation insurance in the amount of \$500,000.00 with a waiver of subrogation in favor of Landlord.

B. Each of Landlord and Tenant hereby releases the other from any and all liability or responsibility to the other or anyone claiming through or under them by way of subrogation or otherwise from any loss or damage to property or other losses caused by fire or any other perils covered in extended risk policies of casualty insurance or such other insurance as may be required under this Lease, even if such loss or damage shall have been caused by the fault or negligence of the other Party, or anyone for whom such Party may be responsible, including any other tenants or occupants of the Leased Premises. Tenant agrees that it will cause its insurance carriers to include in its policies a clause or endorsement to the effect that such release shall not adversely affect or impair said policies or prejudice the right of the releasor to recover thereunder. Said release shall be null and void if Tenant fails to comply with any obligations of this section.

SECTION 11. ASSIGNMENT AND SUBLETTING.

A. Tenant may not assign this Lease or sublease all or any part of the Leased Premises, without the prior written consent of Landlord, which shall not be unreasonably withheld, delayed or conditioned. Tenant may not mortgage, pledge, cause or allow a lien on its leasehold interest in the Leased Premises. Any attempt by Tenant to do any of these actions directly, indirectly (such as through a conveyance of an ownership interest in

Tenant), without the prior written consent of Landlord or by operation of law shall be void from its inception and of no force or effect. For purposes of this Lease, "Assigning" or an "Assignment" shall include, but shall not be limited to, the following: (i) a transfer of the majority (whether the same is accomplished in one or more transactions) of the voting stock in Tenant or any corporation which is a partner in Tenant; (ii) a transfer of a majority (whether the same is accomplished in one or more transactions) of the ownership interest in Tenant (whether or not Tenant is a corporation); and (iii) any sale of all or substantially all of Tenant's assets, merger, share exchange, consolidation, or dissolution to which Tenant is a party. This prohibition against Assigning or subletting shall be construed to include a prohibition against any Assignment or subletting by operation of law.

B. Landlord may assign, convey or otherwise transfer its rights, title and interest hereunder and/or in the Leased Premises, or any portion thereof, without the consent of Tenant, provided that Tenant's rights hereunder shall not be diminished and Tenant shall not be disturbed in Tenant's quiet enjoyment of the Leased Premises. The term "Landlord" so far as covenants or obligations on the part of Landlord are concerned shall be limited to mean only the owner of the Leased Premises at the time in question. Upon any transfer of the title thereto, former Landlord automatically shall be relieved from all liability with respect to any obligation on the part of Landlord thereafter to be performed, provided former Landlord shall render to the transferee any funds it then holds in which Tenant has an interest. Any right, title or interest of Landlord assigned hereunder may be assigned and reassigned in like manner by any assignee thereof, provided that Tenant's rights hereunder shall not be diminished and Tenant shall not be disturbed in Tenant's quiet enjoyment of the Leased Premises.

SECTION 12. DEFAULT; REMEDIES.

A. Events of Default. Each of the following acts of Tenant constitutes an event of default ("Event of Default") under this Lease:

(1) Tenant's failure to pay the required amount of Rent when due or the required amount of any other monetary sum when due under this Lease;

(2) Tenant's failure to comply with any covenant, duty or obligation of Tenant under this Lease that is not cured within ten (10) days after written notice of such failure from Landlord;

(3) Tenant's failure to comply with any covenant, duty or obligation of Tenant under this Lease (other than those referred to in clauses [1] and [2], above) that is not cured within thirty (30) days after Tenant receives a written notice of such failure from Landlord, provided that if such default is not capable of being cured within such thirty (30) day period and Tenant commences curing within such thirty (30) day period and diligently pursues curing of the same thereafter, the same shall not be a default so long as Tenant is diligently pursuing the curing of such default, for a period not to exceed sixty (60) days;

(4) any voluntary petition or similar pleading under any bankruptcy act or under any law seeking reorganization or an arrangement with creditors or adjustment of debts, is filed by or against Tenant, or if any such petition or pleading is involuntary, and it is not adjudicated favorably to Tenant within sixty (60) days;

(5) the leasehold of Tenant is levied upon or attached by process of law and Tenant does not vigorously contest same by appropriate proceedings and remove or vacate the same within sixty (60) days from the date of its creation, service or filing;

(6) Tenant admits its inability to pay its debts, or if a receiver, trustee or other court appointee is appointed for all or a substantial part of Tenant's property;

(7) Tenant makes an Assignment for the benefit of creditors, or if any proceedings are filed by or against tenant to declare Tenant insolvent or unable to meet its debts; or

(8) a receiver or similar type of appointment or court appointee or nominee of any name or character is made for Tenant or its property and Tenant does not vigorously contest the same by appropriate proceedings and remove or vacate same within sixty (60) days from the date of appointment.

B. Landlord's Remedies. If an Event of Default should occur under this Lease, then Landlord may do any of the following (in conjunction with or in addition to pursuing any or all of the other rights and remedies provided to Landlord under this Lease, by law, or in equity):

(1) terminate this Lease by sending a written termination notice to Tenant at the address as provided for herein (in which event, Tenant will immediately surrender possession of the Leased Premises to Landlord);

(2) enter upon and take possession of the Leased Premises and expel or remove Tenant and any other occupant therefrom and terminate Tenant's right to possession of the Leased Premises with or without terminating this Lease (in which event, Tenant shall immediately surrender possession of the Leased Premises to Landlord);

(3) remedy the Event of Default on behalf of Tenant (in which event, Tenant must pay to Landlord all of Landlord's reasonable costs and expenses so incurred immediately upon receipt of Landlord's invoice);

(4) recover all amounts then owing (and, after the passage of time, that become owing) under the Lease without terminating this Lease or Tenant's right to possession of the Leased Premises; and/or

(5) exercise any rights or remedies available to Landlord at law or equity.



Landlord's exercise of any of the remedies available to Landlord under this Lease shall not constitute Landlord's acceptance of surrender of the Leased Premises by Tenant, whether by agreement or by operation of law, it being understood that such surrender can be effected only by the written agreement of Landlord and Tenant. Tenant hereby acknowledges that Landlord shall have the right, after an Event of Default which involves a failure to timely pay any Rent, without any notice to Tenant (to the extent allowed by law), to alter locks and other security devices at the Leased Premises, remove Tenant's property and the property of others located within the Leased Premises, and post a "For Lease" and/or "For Sale" sign on the Property. Landlord may require full payment of the Rent then due to Landlord under this Lease as a condition to Tenant's entitlement to a key to new or altered locks that Landlord may have placed on the Leased Premises after an Event of Default which involves a failure to pay Rent. All claims for damages **(INCLUDING CLAIMS FOR DAMAGES BASED UPON NEGLIGENCE, BUT NOT INCLUDING CLAIMS BASED ON WILLFUL MISCONDUCT OF LANDLORD OR LANDLORD'S AGENTS OR CONTRACTORS)** by reason of such lawful reentry and/or repossession are hereby waived. Further, all claims for damages by reason of such lawful alteration of locks or other security devices are hereby waived, as are all claims for damages by reason of any distress warrant, forcible detainer proceedings, sequestration proceedings or other legal process. Tenant agrees that any reentry by Landlord may be pursuant to a judgment obtained in forcible detainer proceedings or other legal proceedings or without any legal proceedings, as Landlord may elect; and Landlord shall not be liable in trespass or otherwise. To the extent of any inconsistency between this Lease and the provisions of Section 93.002 of the Texas Property Code (as it may be hereafter amended or recodified), it is the agreement of the Parties that this Lease shall prevail.

If Landlord elects to terminate the Lease by reason of an Event of Default, or if Landlord elects to terminate Tenant's right to possession of the Leased Premises without terminating this Lease, or if Landlord exercises any other remedy, Landlord may hold Tenant liable for all Rent and other indebtedness accrued to the date of such termination (or other remedy exercised), plus such Rent and other indebtedness as would otherwise have been required to be paid by Tenant to Landlord during the period following termination of the Term (or Tenant's right to possession of the Leased Premises or other remedy exercised, as the case may be) measured from the date of such termination by Landlord until the date which would have been the date of expiration of the Term as provided for herein (had Landlord not elected to terminate the Lease or Tenant's right to possession on account of such Event of Default) diminished by any net sums (if any) thereafter received by Landlord through re-letting the Leased Premises during said period (after deducting expenses incurred by Landlord as provided in the succeeding paragraph). Following the date of notice of termination of this Lease or the termination of Tenant's right to possession, without the termination of this Lease, Landlord shall make Reasonable Commercial Attempts to Relet the Leased Premises or portions thereof. As used herein, "Reasonable Commercial Attempts to Relet" shall mean: (a) advertising the Leased Premises for lease in a paper of general circulation in Burnet County, Texas (b) entertaining but not necessarily accepting any offers to lease, and (c) to the extent allowed by law or applicable deed restrictions, placing "For Lease" signs on the Leased Premises. Actions to

collect amounts due by Tenant provided for in this Section may be brought from time to time by Landlord during the aforesaid period, on one or more occasions, without the necessity of Landlord's waiting until expiration of such period; and in no event shall Tenant be entitled to any excess of Rent (or Rent plus other sums) obtained by re-letting over and above the Rent herein reserved.

In addition to all other amounts and other obligations for which Tenant is liable upon an Event of Default, in case of an Event of Default, Tenant shall also be liable for and shall pay to Landlord, in addition to any sum provided to be paid above: reasonable broker's fees and all other reasonable costs and fees incurred by Landlord in connection with re-letting, or attempting to re-let, the whole or any part of the Leased Premises; the reasonable costs of removing and storing Tenant's or other occupant's property; the reasonable costs of repairing, altering, remodeling, or otherwise putting the Leased Premises into a condition acceptable to a new tenant or tenants; reasonable costs associated with the execution of any lease with a new tenant or tenants (including, without limitation, reasonable attorneys' fees); and all expenses incurred by Landlord in enforcing Landlord's remedies (including, without limitation, reasonable attorneys' fees). Past due Rent and other past due payments shall bear interest from maturity until paid at the lesser of: (i) the highest non-usurious rate permitted by law or (ii) eighteen percent (18%) per annum.

SECTION 13. HOLDOVER.

If Tenant should remain in possession of the Leased Premises after the end of the Term, then Tenant shall be occupying the Leased Premises as a tenant-at-sufferance, under all of the terms and conditions of this Lease, except that the Base Rent payable during the holdover period shall be equal to one hundred twenty-five percent (125%) of the Base Rent last applicable during the Term.

SECTION 14. SURRENDER OF PREMISES.

Should Landlord terminate this Lease for cause prior to its full Term or upon the termination of Tenant's right to possession of the Leased Premises, Tenant shall surrender and deliver up to Landlord the Leased Premises broom-clean and in the same condition in which it existed on the Commencement Date, except for (i) reasonable wear and tear; or (ii) damage caused by "force majeure". Prior to the end of the Term or upon the termination of Tenant's right to possession of the Leased Premises or termination of this Lease, Tenant shall remove Removable Trade Fixtures (excluding, however, ducts, conduits, wiring, pipes, paneling or other wall coverings or floor coverings, or fixed bars), and, in addition to other applicable provisions of this Lease regarding such removal, the following shall apply: Tenant must not be in default of any obligation or covenant under this Lease at the time of such removal; and such removal must be effected without material damage to the Leased Premises and Tenant must promptly repair all damage caused by such removal.

If Tenant fails to remove any Removable Trade Fixtures or if Landlord requests in writing that Tenant remove any or all alterations, additions, fixtures, equipment and property installed or placed by Tenant, or any such sublessee or assignee, in the Leased Premises (not constituting Removable Trade Fixtures) and Tenant fails to comply with such request prior to the expiration or termination of the Term of this Lease, or if Tenant fails to repair any damage to the Leased Premises and/or the Building caused by its removal of any of the aforesaid, then Landlord shall have the right (but shall not be obligated) to remove such Removable Trade Fixtures and/or such other alterations, additions, fixtures, equipment or property installed or placed by Tenant in the Leased Premises (Tenant hereby waiving any damage caused thereby) or repair any such damage to the Leased Premises and/or Building are a part and thereupon Tenant shall, at Landlord's election, on demand pay (or reimburse Landlord for) any and all costs or damages the Landlord incurs as a result of said election. Removable Trade Fixtures remaining in, or on, the Leased Premises after the expiration of this Lease shall be deemed abandoned by the Tenant and Landlord shall have the option, in its' sole discretion, to take possession of the Removable Trade Fixtures.

All plumbing or electrical wiring connections exposed as a result of the removal of Tenant's Removable Trade Fixtures, or other alterations, additions, fixtures, equipment and property installed or placed by it in the Leased Premises (if such removal is so requested by Landlord) shall be capped by Tenant in a safe and workmanlike manner.

SECTION 15. NOTICE.

Notices given under this Lease must be in writing and delivered by U. S. certified mail, return receipt requested, or by a recognized national delivery service, such as Federal Express or UPS. Notices given to Landlord by U. S. certified mail must be sent to Landlord at Landlord's address stated above. Either Party may change its address by giving the other Party written notice of such change. A signed return receipt shall be conclusive evidence that the notice was delivered in the due course of mail. Notice that is properly addressed, with adequate postage prepaid and mailed by certified mail, return receipt requested, shall be deemed received upon the earlier of refusal or actual receipt, as indicated on the signed, returned receipt card, or three (3) business days after the same is deposited in the mail or with a national delivery service. Notice given by a national delivery service will be deemed received on the business day when the delivery service's records indicate that delivery was affected. No change of address of either Party shall be binding on the other Party until notice of such change of address is given in writing to the other Party.

SECTION 16. LIMITATION OF LANDLORD'S LIABILITY.

Except as otherwise provided herein, Tenant waives and relinquishes all rights to claim any nature of lien against Rent. All liability of Landlord for damages for breach of any covenant, duty or obligation of Landlord hereunder may be satisfied only out of the interest of Landlord in the Leased Premises and applicable insurance existing at the time the events occurred which gave rise to Landlord's liability. Provided however, Landlord's liability arising from its willful misconduct or arising from the willful misconduct of

Landlord's employees, agents or contractors, shall not be so limited. The term "Landlord" shall mean only the owner for the time being of the Leased Premises, and in the event of the transfer by such owner of its interest in the Leased Premises, such owner shall thereupon be released and discharged from all covenants and obligations of Landlord thereafter accruing, but such covenants and obligations shall be binding during the Lease Term upon each new owner for the duration of such owner's ownership.

SECTION 17. INSPECTION AND ACCESS TO LEASED PREMISES.

Landlord shall have the right to enter upon the Leased Premises during normal business hours after reasonable notice for the purpose of evaluating Tenant's performance under this Lease, inspecting the same, making repairs or additions to the Leased Premises or showing the Leased Premises to prospective purchasers, lessees, or lenders. Landlord shall be required to give no notice in connection with making repairs or additions to the Leased Premises if an emergency exists. An emergency shall be deemed to exist if a condition or circumstance exists which, if left unchanged, could damage the Leased Premises, the property of any person or entity in an amount in excess of \$500.00, or impair any mechanical, electrical and plumbing systems of the Building or endanger the life, health or safety of any person at the Leased Premises. In any circumstances where Landlord is permitted to enter upon the Leased Premises during the Term, no such entry shall constitute an eviction or disturbance of Tenant's use and possession of the Leased Premises or a breach by Landlord of any of its obligations hereunder or render Landlord liable for damages for loss of business or otherwise entitle Tenant to be relieved from any of its obligations hereunder or grant Tenant any right of set-off or recoupment or other remedy, and in connection with any such entry incident to performance of repairs, replacements, maintenance or construction, all of the aforesaid provisions shall be applicable notwithstanding that Landlord may elect to take building materials in, to or upon the Leased Premises that may be required or utilized in connection with such entry by Landlord.



SECTION 18. MISCELLANEOUS.

A. Independent Covenants. The obligation of Tenant to pay Rent and perform Tenant's other covenants and duties under this Lease are independent, unconditional obligations that are to be performed at all times provided for in this Lease.

B. Waiver. Except for Tenant's right to quiet enjoyment of the Leased Premises, Tenant waives and relinquishes any right to assert that Landlord is bound to perform (or is liable for nonperformance of) any implied covenants or duties of Landlord that are not stated in this Lease. Tenant agrees that Landlord shall incur no liability to Tenant due to any apparent or latent defect in the Leased Premises, but Landlord shall remain liable for its repair obligations pursuant to this Lease. Except as expressly provided herein with regard to the Landlord's Work, Landlord makes no express or implied warranty regarding the condition or any other feature of the Leased Premises, including the Building, or this Lease, and Tenant hereby waives all such warranties.

C. Entire Agreement. It is expressly agreed by Tenant and Landlord, as a material consideration for the execution of this Lease, that this Lease, with the specific references to written extrinsic documents, is the entire agreement of the Parties, that there are, and were, no verbal representations, warranties, understandings, stipulations, agreements or promises pertaining to this Lease or to the expressly mentioned written extrinsic documents not incorporated in writing in this Lease.

D. Estoppel Certificate. Tenant shall execute and return to Landlord estoppel certificates in the form attached hereto as **Exhibit "E"** and made part hereof or such other form that may be reasonably requested by Landlord or by any current or prospective purchaser of the Leased Premises or any part thereof or lienholder within ten (10) business days following such request, provided that Tenant may make modifications to accurately state the circumstances and Tenants rights under this Lease shall not be diminished. Tenant's failure to deliver such statement within such time shall be conclusive upon Tenant (i) that this Lease is in full force and effect, without modification except as may be represented by Landlord, (ii) that there are no uncured defaults in Landlord's performance, and (iii) that not more than one (1) month's Base Rent has been paid in advance. Tenant's failure to timely deliver an estoppel certificate shall constitute a default by Tenant under this Lease.

E. Lienholder Remedy. If Landlord advises Tenant in writing of the existence of a lien on the Leased Premises, Tenant shall allow such lienholder to exercise all of Landlord's entry and curative rights under this Lease, but the lienholder shall have thirty (30) days following written notice from Tenant in which to attempt to cure Landlord's default, but shall be under no obligation to do so or such longer period as agreed to by Tenant in any nondisturbance, subordination and attornment agreement entered into with the lienholder.

F. **Time is of the Essence.** Time is of the essence of this Lease. If any date for performance of any term, condition or provision hereof shall fall on a Saturday, Sunday or legal holiday, then the time of such performance shall be extended to the next business day.

G. **Binding Effect.** This document shall bind and inure to the benefit of the respective heirs, executors, administrators, successors and permitted assigns of the Parties (without altering the provisions of this Lease regarding Assignment and subletting).

H. **Non-Waiver.** Neither acceptance of any Rent nor any other amount by Landlord nor failure by Landlord or Tenant to complain of any action, non-action or default of Tenant or Landlord, as applicable, shall constitute a waiver as to any breach of any covenant or condition of Tenant or Landlord, as applicable, contained herein nor a waiver of any of Landlord's or Tenant's rights hereunder, as applicable. Waiver by Landlord of any right for any default of Tenant shall not constitute a waiver of any right for either a prior or subsequent default of the same obligation or for any prior or subsequent default of any other obligation. Waiver by Tenant of any right for any default of Landlord shall not constitute a waiver of any right for either a prior or subsequent default of the same obligation or for any prior or subsequent default of any other obligation. No right or remedy of Landlord or Tenant hereunder or covenant, duty or obligation of Tenant or Landlord hereunder shall be deemed waived by Landlord or Tenant unless such waiver is in writing and signed by Landlord or Tenant, as applicable.

I. **Relationship.** The relation created by this Lease is that of Landlord and Tenant. No provision of this Lease shall be construed in such a way as to constitute Landlord and Tenant joint venturers or co-partners or to make Tenant the agent of Landlord or to make Landlord liable for the debts of Tenant.

J. **Captions.** The captions used in this Lease are for convenience only and do not in any way limit or amplify the terms and provisions hereof.

K. **Venue and Choice of Law.** All obligations of Landlord and Tenant under the terms of this Lease shall be payable and performable in Burnet, Burnet County, Texas. The laws of the State of Texas shall govern the construction, interpretation, validity, performance, and enforcement of this Lease.

L. **Severability.** If any provision of this Lease should be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Lease shall not be affected thereby.

M. **Gender.** With respect to terminology in this Lease, each number (singular or plural) shall include all numbers, and each gender (male, female or neuter) shall include all genders.



N. **Broker.** The Parties represents to the other that no brokerage commission will be due as a result of such Party's acts in connection with this transaction, and each Party agrees to indemnify, defend and hold harmless the other Party from and against any and all liabilities or expenses arising out of claims for commissions or fees from such Party's acts.

O. **Acts of God and Force Majeure.** Landlord and Tenant, as applicable, shall not be required to perform any non-financial covenant or obligation in this Lease, or be liable in damages to the other Party, so long as the performance or non-performance of the covenant or obligation is delayed, caused by or prevented by an act of God or force majeure. For purposes of this Lease, an "act of God" or "force majeure" is defined as strikes, material or labor shortages, or restrictions on material or labor by any governmental authority, riots, floods, explosions, earthquakes, fire, storms, weather (including wet grounds or inclement weather which prevents construction), acts of the public enemy, wars, insurrections and any other cause not reasonably within the control of Landlord or Tenant, as applicable, and which by the exercise of due diligence Landlord or Tenant, as applicable, is unable, wholly or in part, to prevent or overcome.

P. **No Recordation.** Tenant shall not record this Lease without the prior written consent of Landlord.

Q. **Construction of Lease.** Tenant and Landlord declare that each has read and understands all parts of this Lease, including all printed parts hereof. It is agreed that, in the construction and interpretation of the terms of this Lease, the rule of construction that a document is to be construed most strictly against the Party who prepared the same will not be applied, it being agreed that both Parties hereto have participated in the preparation of the final form of this Lease.

R. **Limitation of Warranties.** LANDLORD AND TENANT EXPRESSLY AGREE THAT EXCEPT FOR THE WARRANTIES RELATED TO THE LANDLORD'S WORK AND ADDITIONAL WORK, THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY, HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OF ANY OTHER KIND ARISING OUT OF THIS LEASE, AND THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THOSE EXPRESSLY SET FORTH IN THIS LEASE.

S. **Effective Date.** This Agreement shall be effective upon notice by Landlord to Tenant that Landlord secured financing necessary to complete Landlord's Work as contemplated in Section 2.A and upon Tenants notice to Landlord that Tenant has secured a Basic Winery Permit issued by the Alcohol and Tobacco Tax and Trade Bureau (TTB) and a Winery G Permit issued by the Texas Alcoholic Beverage Commission (TABC). In the event that Landlord is unable to secure such financing by August 15, 2018, Landlord shall notify Tenant and this Agreement shall be void and neither Party shall have any further obligation to the other. Additionally, in the event that Tenant is unable to secure such permits by August 15, 2018, Tenant shall notify Landlord and this Agreement shall be void and neither Party shall have any further obligation to the other.

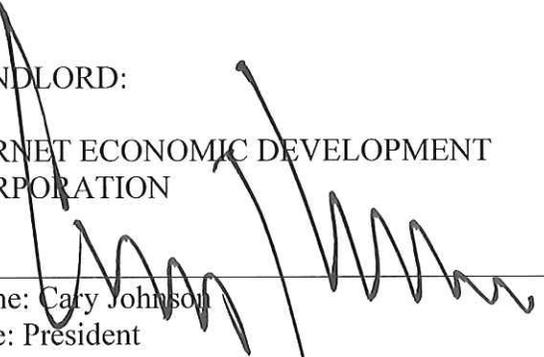
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EXECUTED in multiple counterparts, each having the force and effect of an original,
on May 22, 2018.

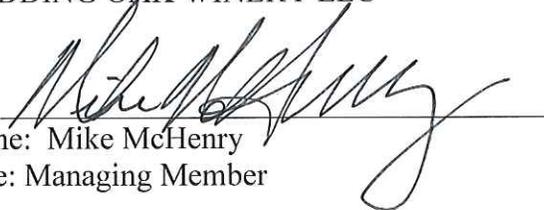
LANDLORD:

BURNET ECONOMIC DEVELOPMENT
CORPORATION

By: 
Name: Cary Johnson
Title: President

TENANT:

SAN SABA WINE CELLARS LLC D/B/A
WEDDING OAK WINERY LLC

By: 
Name: Mike McHenry
Title: Managing Member

Tenant Federal I. D. #:45-3022839

APPROVED:

CITY OF BURNET

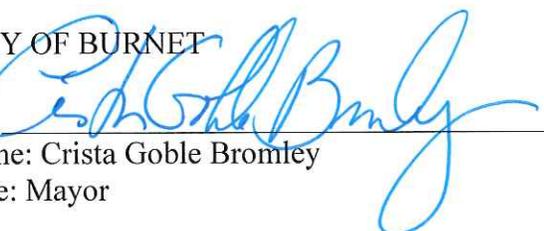
By: 
Name: Crista Goble Bromley
Title: Mayor





Exhibit "A"

STATE OF TEXAS
 COUNTY OF BURNETT

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity herein stated.

Given under my hand and seal of office this _____ day of _____, 2014.

STATE OF TEXAS
 COUNTY OF BURNETT

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity herein stated.

Given under my hand and seal of office this _____ day of _____, 2014.

STATE OF TEXAS
 COUNTY OF BURNETT

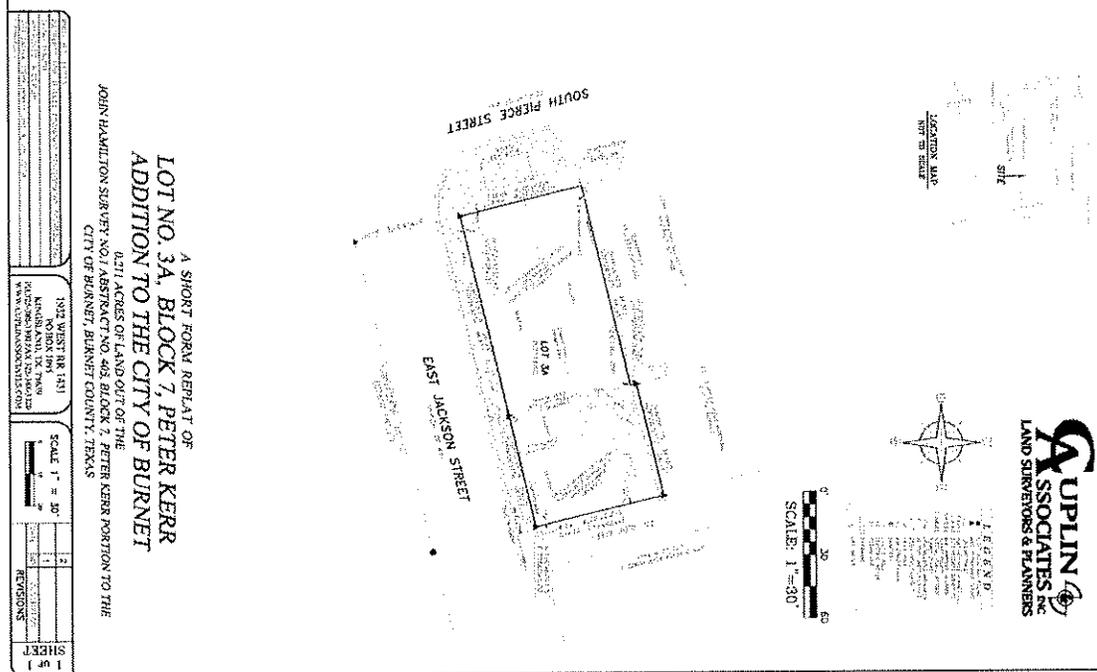
BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity herein stated.

Given under my hand and seal of office this _____ day of _____, 2014.

STATE OF TEXAS
 COUNTY OF BURNETT

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity herein stated.

Given under my hand and seal of office this _____ day of _____, 2014.



A SHORT FORM REPEAT OF
 LOT NO. 3A, BLOCK 7, PETER KERR
 ADDITION TO THE CITY OF BURNETT
 0.271 ACRES OF LAND OUT OF THE
 JOHN HAMILTON SURVEY, NOT ABSTRACT NO. 405, BLOCK 7, PETER KERR PORTION TO THE
 CITY OF BURNETT, BURNETT COUNTY, TEXAS

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[Handwritten signature]

Exhibit "B"

Base Rent Schedule

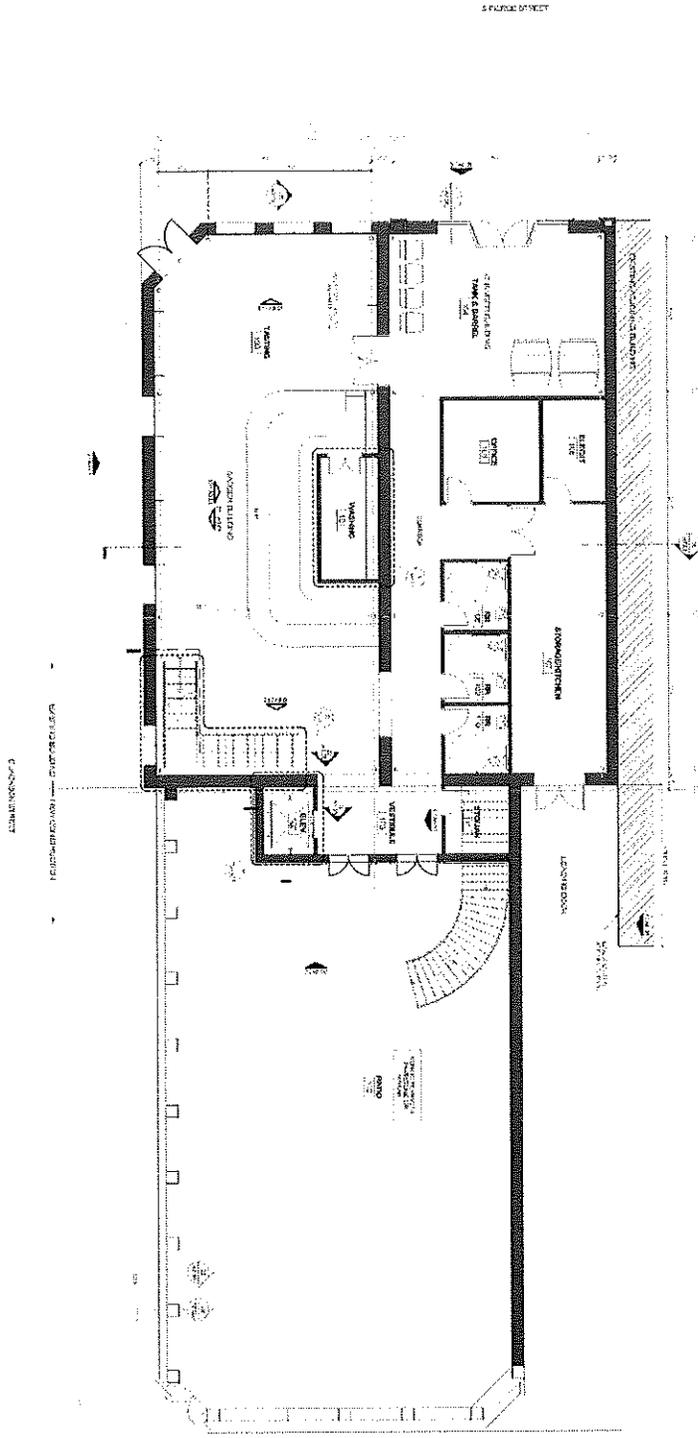
Commencement Date _____

Lease Month	Calendar Month	Year	Lease Year	Monthly Base Rent
Partial Month	March	2019		Prorated
1	April	2019	1	\$4,000
2	May	2019	1	\$4,000
3	June	2019	1	\$4,000
4	July	2019	1	\$4,000
5	August	2019	1	\$4,000
6	September	2019	1	\$4,000
7	October	2019	1	\$4,000
8	November	2019	1	\$4,000
9	December	2019	1	\$4,000
10	January	2020	1	\$4,000
11	February	2020	1	\$4,000
12	March	2020	1	\$4,000
13	April	2020	2	\$4,500
14	May	2020	2	\$4,500
15	June	2020	2	\$4,500
16	July	2020	2	\$4,500
17	August	2020	2	\$4,500
18	September	2020	2	\$4,500
19	October	2020	2	\$4,500
20	November	2020	2	\$4,500
21	December	2020	2	\$4,500
22	January	2021	2	\$4,500
23	February	2021	2	\$4,500
24	March	2021	2	\$4,500
25	April	2021	3	\$5,000
26	May	2021	3	\$5,000
27	June	2021	3	\$5,000
28	July	2021	3	\$5,000
29	August	2021	3	\$5,000
30	September	2021	3	\$5,000
31	October	2021	3	\$5,000
32	November	2021	3	\$5,000
33	December	2021	3	\$5,000
34	January	2022	3	\$5,000
35	February	2022	3	\$5,000
36	March	2022	3	\$5,000

Exhibit "C"

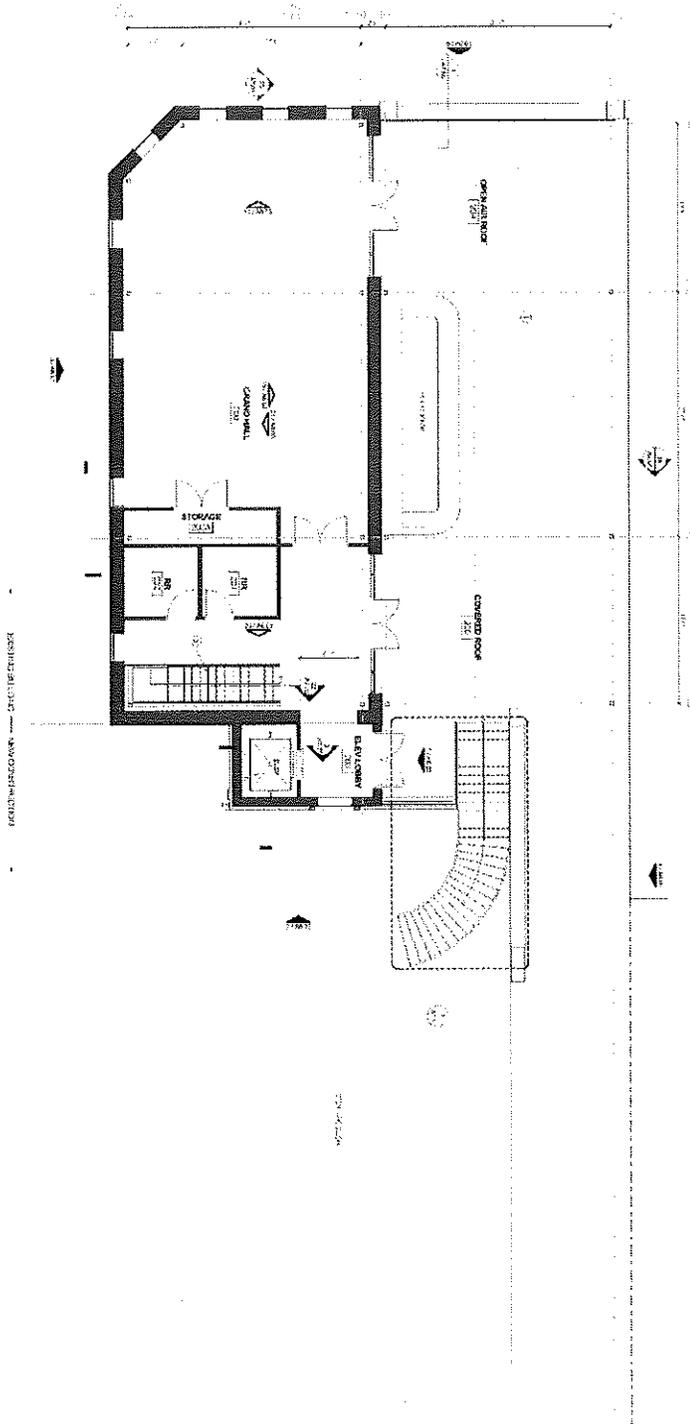
FLOOR PLAN LEVEL 1

CITY OF MILWAUKEE
BADGER BUILDING RENOVATION
DESIGN SERVICES | 1445 EAST WISCONSIN AVENUE





FLOOR PLAN LEVEL 2



CITY OF BURNET
BADGER BUILDING RENOVATION
 DESIGN REVIEW | JANUARY 21, 2019



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CHAMBER BUILDING ENTRY

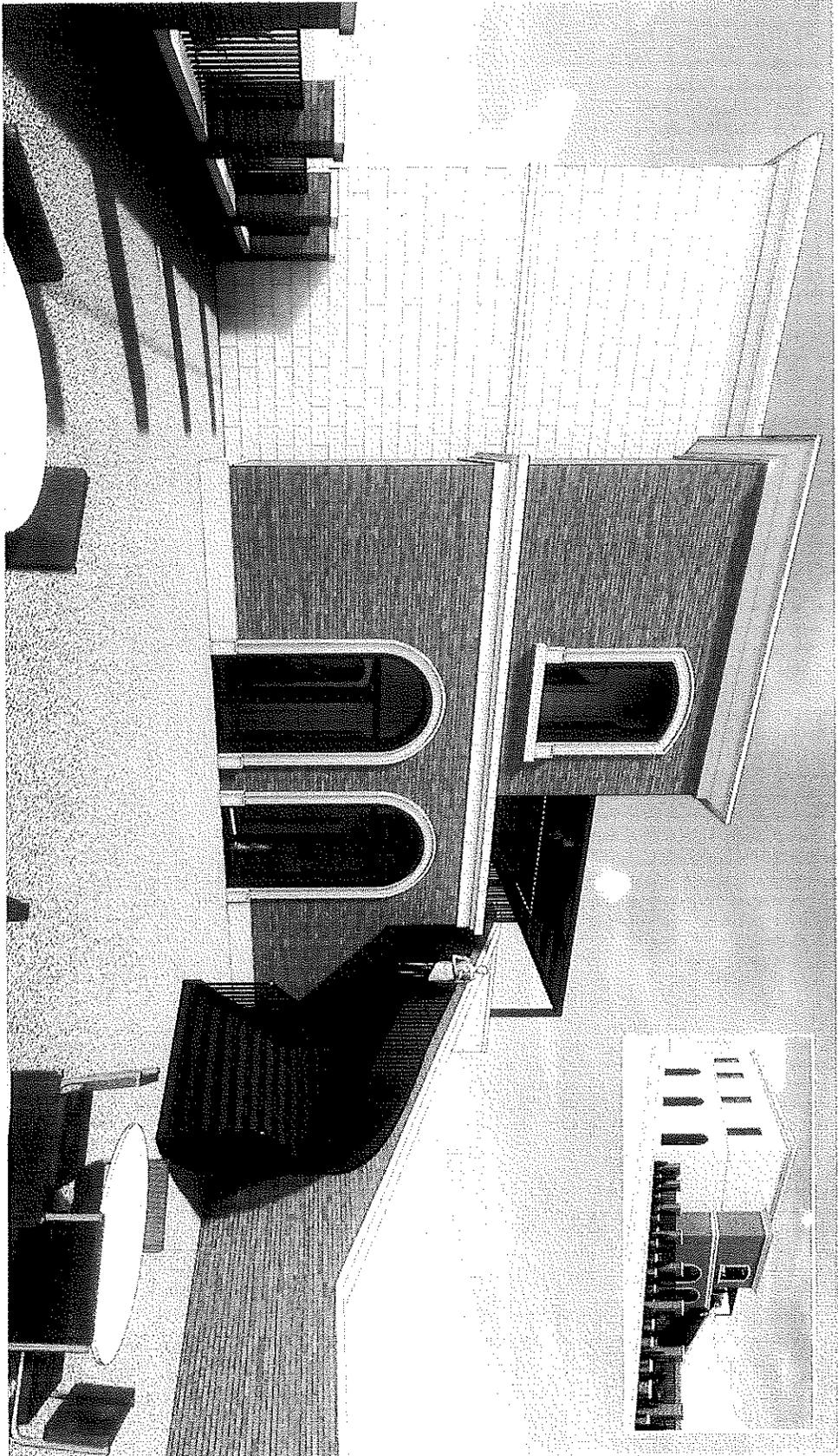


CITY OF BURNETT
BADGER BUILDING RENOVATION
DESIGN REVIEW | JANUARY 3, 2018 | 4



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A handwritten signature in black ink, located in the bottom left corner of the page.



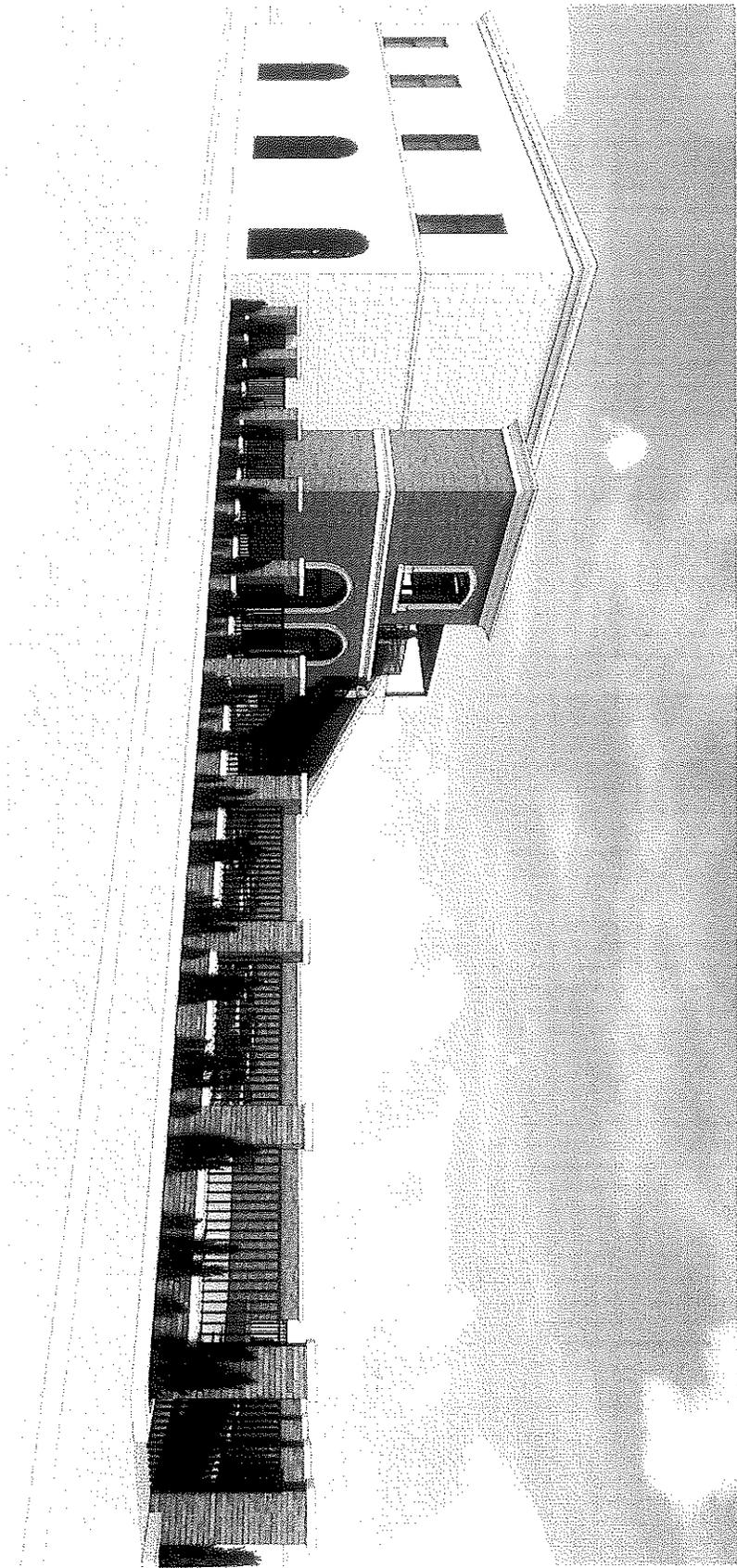
REAR PATIO ENTRY



CITY OF BURNET
BADGER BUILDING RENOVATION

DESIGN REVIEW | JANUARY 8, 2018





REAR PATIO VIEW



CITY OF BURLEIGH
BADGER BUILDING RENOVATION
DESIGN REVIEW | JANUARY 3, 2018



Exhibit "D"

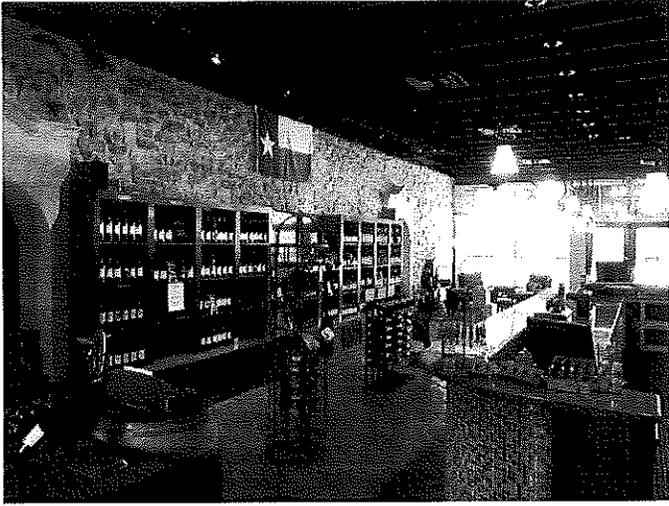


Exhibit "E"

ESTOPPEL CERTIFICATE FOR PROSPECTIVE PURCHASER

Date:

Landlord: Burnet Economic Development Corporation

Tenant: San Saba Wine Cellars, LLC d/b/a Wedding Oak Winery LLC, a Texas Limited Liability Company

Premises: 229 S. Pierce Street, Burnet, Burnet County, Texas 78611

Addressee:

Tenant certifies to Addressee that—

1. Tenant has accepted and is in possession of the Premises.
2. All required improvements have been completed to the satisfaction of Tenant.
3. Neither Landlord nor Tenant is in default in the performance of the Lease.
4. No rent under the Lease has been paid more than thirty days in advance of its due date.
5. Tenant, as of this date, has no claim of offset against the rent.
6. Tenant understands that Addressee is relying on the representations in this certificate.
7. The current monthly base rent is \$[**amount**]. The next payment is due on [**date**].
8. The Lease is valid, enforceable, and unmodified [**include if applicable: except as follows: [list any modifications]**].

San Saba Wine Cellars LLC, dba Wedding
Oak Winery, LLC

By: _____

Name: Mike McHenry

Title: Managing Member

Date: _____

Base Rent Schedule

Commencement Date: October 1, 2019

Lease Month	Calendar Month	Year	Lease Year	Monthly Base Rent
Partial Month	September	2019		No Charge
1	October	2019	1	\$4,000
2	November	2019	1	\$4,000
3	December	2019	1	\$4,000
4	January	2020	1	\$4,000
5	February	2020	1	\$4,000
6	March	2020	1	\$4,000
7	April	2020	1	\$4,000
8	May	2020	1	\$4,000
9	June	2020	1	\$4,000
10	July	2020	1	\$4,000
11	August	2020	1	\$4,000
12	September	2020	1	\$4,000
13	October	2020	2	\$4,500
14	November	2020	2	\$4,500
15	December	2020	2	\$4,500
16	January	2021	2	\$4,500
17	February	2021	2	\$4,500
18	March	2021	2	\$4,500
19	April	2021	2	\$4,500
20	May	2021	2	\$4,500
21	June	2021	2	\$4,500
22	July	2021	2	\$4,500
23	August	2021	2	\$4,500
24	September	2021	2	\$4,500
25	October	2021	3	\$5,000
26	November	2021	3	\$5,000
27	December	2021	3	\$5,000
28	January	2022	3	\$5,000
29	February	2022	3	\$5,000
30	March	2022	3	\$5,000
31	April	2022	3	\$5,000
32	May	2022	3	\$5,000
33	June	2022	3	\$5,000
34	July	2022	3	\$5,000
35	August	2022	3	\$5,000
36	September	2022	3	\$5,000
37	October	2022	4	\$5,500

Base Rent Schedule

Commencement Date: October 1, 2019

Lease Month	Calendar Month	Year	Lease Year	Monthly Base Rent
38	November	2022	4	\$5,500
39	December	2022	4	\$5,500
40	January	2023	4	\$5,500
41	February	2023	4	\$5,500
42	March	2023	4	\$5,500
43	April	2023	4	\$5,500
44	May	2023	4	\$5,500
45	June	2023	4	\$5,500
46	July	2023	4	\$5,500
47	August	2023	4	\$5,500
48	September	2023	4	\$5,500
49	October	2023	5	\$6,000
50	November	2023	5	\$6,000
51	December	2023	5	\$6,000
52	January	2024	5	\$6,000
53	February	2024	5	\$6,000
54	March	2024	5	\$6,000
55	April	2024	5	\$6,000
56	May	2024	5	\$6,000
57	June	2024	5	\$6,000
58	July	2024	5	\$6,000
59	August	2024	5	\$6,000
60	September	2024	5	\$6,000

Cary Johnson
 President,
 Burnet Economic Development Corporation

Date

Mike McHenry
 Managing Member,
 San Saba Wine Cellars LLC,
 DBA Wedding Oak Winery LLC

Date

CJ_____ MM_____



ITEM 3.7

Agenda Item Brief

Meeting Date: October 17, 2023

Agenda Item: Discuss and consider action: Related to the findings of the Burnet Community Coalition.

Background: To be presented at the meeting.

Information:

Fiscal Impact:

Recommendation: To be determined by the board.



ITEM 3.9

Habib Erkan Jr.
Assistant City Manager
512-715-3201
herkan@cityofburnet.com

Agenda Item Brief

Meeting Date: October 17, 2023

Agenda Item: Discuss and consider action: A RESOLUTION OF BOARD OF DIRECTORS OF THE BURNET ECONOMIC DEVELOPMENT CORPORATION APPROVING AMENDMENTS TO THE UNIMPROVED COMMERCIAL PROPERTY CONTRACT FOR THE SALE OF A LOT WITHIN THE CROSSING AT 281 SUBDIVISION FOR A HOTEL PROJECT; AND AUTHORIZING THE BOARD PRESIDENT TO EXECUTED NECESSARY INSTRUMENTS.

Background: On July 6, 2023, the Corporation entered into an Unimproved Commercial Property Contract for the sale of a Lot within the Crossing at 281 Subdivision for a Hotel Project. Subsequently, it has been determined that the subject lot will be required to be replatted.

Information: This resolution approves an amendment to the Contract extending the closing date to December 31, 2023, in order to provide additional time to finalize the replat.

Fiscal Impact: Passage of this resolution shall impose no direct financial impact on the corporation's budget.

Recommendation: Approve the resolution as presented.

BEDC RESOLUTION NO. BEDC R2023-12

A RESOLUTION OF BOARD OF DIRECTORS OF THE BURNET ECONOMIC DEVELOPMENT CORPORATION APPROVING AMENDMENTS TO THE UNIMPROVED COMMERCIAL PROPERTY CONTRACT FOR THE SALE OF A LOT WITHIN THE CROSSING AT 281 SUBDIVISION FOR A HOTEL PROJECT; AND AUTHORIZING THE BOARD PRESIDENT TO EXECUTED NECESSARY INSTRUMENTS.

WHEREAS, on July 6, 2023, the Corporation entered into that certain Unimproved Commercial Property Contract for the sale of a Lot within the Crossing at 281 Subdivision for a Hotel Project; and

WHEREAS, subsequently, it has been determined that the subject lot will be required to be replatted; and

WHEREAS, the time needed to complete the replatting process necessitates an amendment to the Contract.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF DIRECTORS FOR THE BURNET ECONOMIC DEVELOPMENT CORPORATION:

Section one. Findings. The recitals to this resolution are deemed to be the true and correct findings of the board of directors and are incorporated herein for all purposes.

Section two. Approval. The document attached hereto as the “First Amendment to the Unimproved Commercial Property Contract is hereby approved and said document is hereby incorporated herein for all purposes.

Section three. Authorization. The board president is hereby authorized to execute a document substantially similar in form to the document identified above as the First Amendment to the Unimproved Commercial Property Contract”. Further, the board president is authorized to execute such ancillary documents and take such actions as may be reasonably necessary to facilitate the purpose of this resolution.

Section four. Effective date. This resolution shall be effective immediately upon passage and approval.

Passed and Approved by the Board of Directors of the Burnet Economic Development Corporation this the 17th day of October 2023.

THE BURNET ECONOMIC DEVELOPMENT CORPORATION

ATTEST:

Cary Johnson, President

Kelly Dix, City Secretary

FIRST AMENDMENT TO UNIMPROVED COMMERCIAL PROPERTY CONTRACT BETWEEN THE BURNET ECONOMIC DEVELOPMENT CORPORATION AND TEKMAK BURNT HOTEL, LP.

This First Amendment (“First Amendment”) to that certain UNIMPROVED COMMERCIAL PROPERTY CONTRACT (the "Agreement") entered into as of the 6th day of July, 2023 (the “Effective Date”) by and between the BURNET ECONOMIC DEVELOPMENT CORPORATION, ("Seller"), and TEKMAK BURNET QOZB HOTEL, LP., (“Buyer”) shall, pursuant to Section 22 of the Agreement, shall amend the Agreement as follows:

Amendment one. Section 6.A. of the Agreement is hereby amended by replacing the existing language with the language (in *italics*) that follows:

“A. *FEASIBILITY PERIOD: Buyer’s feasibility period shall begin on the Effective Date and shall end on December 31, 2023.*”

EXCEPT AS HEREBY MODIFIED OR AMENDED, the remaining provisions of the Agreement not inconsistent with the terms hereof shall remain in full force and effect for all purposes.

EXECUTED this 17th day of October, 2023.

SELLER

BURNET ECONOMIC DEVELOPMENT CORPORATION

By: _____
CARY JOHNSON, President

BUYER

TEKMAK BURNET QOZB HOTEL, LP.

By: _____
GLENN DECKER, Manager



ITEM 3.10

Habib Erkan Jr.
Assistant City Manager
512-715-3201
herkan@cityofburnet.com

Agenda Item Brief

- Meeting Date:** October 17, 2023
- Agenda Item:** Discuss and consider action: Request for funding for Marketing and holiday decorations.
- Background:** The City has been actively improving the quality of the Christmas displays throughout town for the last couple of years. While many of the new items were a big hit last year, Christmas decorations are very expensive and replacement of some of the older displays has exhausted the City's budget for the current fiscal year.
- Information:** The Attorney General has provided an AG opinion that would support the use of EDC marketing funds for similar type uses. Since these types of items have typically been funded through the Hotel Occupancy Tax, staff would like to visit with the board to see if the board has any interest in helping to continue to fund additional improvements for this year.
- Fiscal Impact:** To be determined.
- Recommendation:** To be determined by the Board.



ITEM 4.1

Agenda Item Brief

Meeting Date: October 17, 2023

Agenda Item: Executive Session: Pursuant to Section 551.072 Texas Government Code deliberate the purchase, exchange, lease, or value of real property in order to minimize the detrimental effect of such discussion in open session on the position of the Board in negotiations with third parties for property located at Eastside Commercial Park: D. Vaughn

Background:

Information:

Fiscal Impact:

Recommendation: To be determined by the board.



ITEM 4.2

Agenda Item Brief

Meeting Date: October 17, 2023

Agenda Item: Executive Session:) Pursuant to Section 551.072 Texas Government Code to deliberate the purchase, exchange, lease, or value of real property in order to minimize the detrimental effect of such discussion in open session on the position of the Board in negotiations with third parties for property located at the Crossings at 281 South Commercial Park: D. Vaughn

Background:

Information:

Fiscal Impact:

Recommendation: To be determined by the board.



ITEM 4.3

Agenda Item Brief

Meeting Date: October 17, 2023

Agenda Item: Executive Session: Pursuant to Section 551.072 Texas Government Code to deliberate the purchase, exchange, lease, or value of real property in order to minimize the detrimental effect of such discussion in open session on the position of the Board in negotiations with third parties for the potential sale of all or portions of 118 S. Polk Street (Old Bealls Building): D. Vaughn.

Background:

Information:

Fiscal Impact:

Recommendation: To be determined by the board.



ITEM 5.1

Agenda Item Brief

Meeting Date: October 17, 2023

Agenda Item: Discuss and consider action: Regarding deliberations of the purchase, exchange, lease, or value of real property located at Eastside Commercial Park: D. Vaughn

Background:

Information:

Fiscal Impact:

Recommendation: To be determined by the board.



ITEM 5.2

Agenda Item Brief

Meeting Date: October 17, 2023

Agenda Item: Discuss and consider action: Regarding deliberations of the purchase, exchange, lease, or value of real property located at the Crossings at 281 South Commercial Park: D. Vaughn

Background:

Information:

Fiscal Impact:

Recommendation: To be determined by the board.



ITEM 5.3

Agenda Item Brief

Meeting Date: October 17, 2023

Agenda Item: Discuss and consider action: Regarding deliberations of the purchase, exchange, lease, or value of real property located at 118 S. Polk Street (Old Bealls Building): D. Vaughn

Background:

Information:

Fiscal Impact:

Recommendation: To be determined by the board.