

PURCHASE AND SALE AGREEMENT

This **Purchase and Sales Agreement** (“Agreement”) to buy and sell real property is entered between Seller and Purchaser as identified below and is effective on the date (“Effective Date”) of the last of the signatures by Seller and Purchaser as parties to this Agreement and acknowledgement by Title Company of receipt of the Agreement.

Seller: Wilson Family Trust by William Harlin Wilson, Trustee (collectively, “Seller”)

Seller’s Address: 417 West Bethel Road
Coppell, Texas 75019

Seller’s Attorney: _____

Telephone: (____) _____
Fax: (____) _____
Email: _____

Seller’s Broker: None

Purchaser: City of Coppell, a Texas home rule municipality

Purchaser’s Address: Attn: Mike Land, City Manager
255 Parkway
Coppell, Texas

Purchaser’s Attorney Robert E. Hager
Nichols, Jackson, Dillard, Hager & Smith, LLP
500 N. Akard, Suite 1800
Dallas, Texas 75201
Telephone: (214) 965-9900
Facsimile: (214) 965-0010
E-mail: rhager@njdhs.com

Purchaser’s Broker: None

Property: Lot 1R of Block A of the Wilson-Kirkland-Minyard Addition, an addition to the City of Coppell, Dallas County, Texas

Inspection Period: The period commencing on the Effective Date and ending forty-five (45) days after the Effective Date.

Earnest Money: \$10,000.00, to be delivered to the Title Company not later than the fifth (5th) business day after the Effective Date, which amount shall be applied to the Purchase Price, and which, save and except \$100.00 (which shall constitute the non-refundable Option Fee) may be refundable as provided in this Agreement.

Option Fee: \$100.00, being the non-refundable portion of the Earnest Money (which amount shall be non-refundable, except as may be otherwise expressly provided in this Agreement), but which shall be applied to the Purchase Price.)

Closing Date: On or before thirty (30) days after the end of the Inspection Period, or other date mutually agreed to by the parties in writing or on the date to which the Closing Date is extended as authorized by this Agreement.

Purchase Price: THREE HUNDRED NINETY THOUSAND AND NO/100 DOLLARS (\$390,000.00)

NOW, THEREFORE, in consideration of the sum of the payment of the Purchase Price and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser agree as follows:

1. **Sale and Purchase.** Seller agrees to sell, and Purchaser agrees to purchase the Property as provided in this Purchase and Sale Agreement (“Agreement”) for the Purchase Price and subject to additional consideration set forth in this Agreement.

2. **Title, Survey, Environmental Reports, and Lease.**

(a) Not later than ten (10) days after the Effective Date, Seller shall, at Seller’s cost, deliver or caused to be delivered to Purchaser:

(i) legible copies of all documents referenced in the Title Commitment;

(ii) any environmental or geotechnical studies or reports that Seller may have in Seller’s possession as of the Effective Date with respect to the Property;

(iii) the most recent survey and plat of the Property that Seller has in its possession, if any. Seller shall not be required to obtain a new survey of the Property;

(iv) copies of all tenant leases and rental agreement relating to tenants occupying the Property and the additional information relating to such leases set forth in Exhibit “B,” attached hereto and incorporated herein by reference;

(v) notices or other documents regarding any uncured violation of applicable laws, rules, regulations, codes or ordinances regarding the Property, or relating to any actual or claimed existence, release or disposal of any toxic or hazardous substance or waste in, upon or affecting the Property, or relating to any pending or threatened litigation affecting the Property, if any; and

(vi) any other documents or written information in Seller’s possession relating to the Property which may be reasonably requested by Purchaser.

(b) Not later than ten (10) days after the Effective Date, Purchaser shall, at Purchaser’s cost, cause the Title Company to issue (i) a current commitment for an Owner’s Policy of Title Insurance for the Property from in the amount of the Purchase Price, committing to insure to Purchaser the title to the Property, subject to any easements or restrictions (existing or created pursuant hereto) benefiting or burdening the Property, together with all exceptions or conditions to such title and (ii) tax certificate(s) regarding the payment of ad valorem taxes owed on the Property for current and prior years.

(c) Not later than thirty (30) days after the Effective Date hereof, Purchaser, at Purchaser's sole option, cost and expense (even if the Closing does not occur), may have a survey (the "Survey") of the Property prepared by a duly licensed Texas Registered Public Land Surveyor. The Survey shall be staked on the ground, and the plat shall show the location of all improvements, highways, streets, roads, railroads, rivers, creeks, or other water courses, fences, easements, and rights-of-way on or adjacent to the Property, if any, and shall contain the surveyor's certification that there are no encroachments on the Property other than what are listed on the Title Commitment and shall set forth a metes and bounds description of the Property. Upon approval of the Survey by Seller, the legal description contained in said Survey shall be used by the Parties as the legal description contained in the Special Warranty Deed and all other documents related to this Agreement without the necessity of amending this Agreement. Notwithstanding the above, Seller shall deliver to Purchaser the most recent survey obtained by Seller with respect to the Property, if such is in Seller's possession, and Purchaser may, at Purchaser's sole option and in lieu of obtaining a new survey, obtain a certificate from a surveyor subject to approval of the Title Company certifying that no changes have occurred since the prior survey. Purchaser shall pay all costs and expenses in connection with any Survey or survey modifications or certificates obtained by Purchaser in connection with the Property, and such obligation of Purchaser shall survive any termination of this Agreement.

(d) Purchaser shall, not later than ten (10) days after Purchaser's receipt of the last of the Survey and Title Commitment (or after the expiration of the period for obtaining the Survey, if a Survey is not obtained), notify Seller and Title Company of any objections to the Survey or Title Commitment related to the Property. If there are objections by Purchaser, Seller may attempt to satisfy them prior to Closing, but Seller shall not be required to do so. If Seller delivers written notice to Purchaser not later than the fifth (5th) calendar day after Seller's receipt of Purchaser's objections that Seller is unable or unwilling to satisfy such objections, Purchaser may, as its sole and exclusive remedies hereunder, either (i) waive such objections and accept title as Seller is able or willing to convey, or terminate this Agreement by written notice to Seller and the Title Company prior to the expiration of the Inspection Period or (ii) terminate this Agreement without further liability to either Party, except as otherwise provided herein. If Purchaser elects to terminate this Agreement pursuant to this Paragraph 2(d), the Earnest Money, less the Option Fee, shall be refunded to Purchaser.

3. **Inspection Period.**

(a) During the Inspection Period, Purchaser and its agents, contractors, representatives, consultants or employees shall have the right to enter upon the Property during regular business hours upon reasonable notice and conduct such inspections, tests and studies as they may deem necessary. Seller be responsible for securing from Seller's tenants for Purchaser, its agents, contractors, representatives, consultants or employees the right to enter any leased space to conduct Purchaser's inspections of the Property. If for any reason Purchaser determines not to purchase the Property, Purchaser may terminate this Agreement by notifying Seller and Title Company in writing prior to the end of the Inspection Period, in which event, neither Party shall have any further claim against the other under this Agreement, except as otherwise provided herein, and Purchaser shall be entitled to a refund of the Earnest Money, but not the Option Fee. If Purchaser does not timely terminate this Agreement under this Section 3, it shall have no further right to do so under this Section 3; and Purchaser shall have waived its right to terminate this Agreement for any reason whatsoever except for Seller's default.

(b) Purchaser may enter the Property to conduct its inspection, but shall be solely responsible for and shall promptly pay for any damages caused thereby. **Purchaser shall repair any damage to the Property it causes or that is caused by its agents, contractors, representatives, consultants or employees, or any other party acting by or under the direction of Purchaser (the "Purchaser Parties"), and shall hold Seller, its representatives, officers, directors, and agents harmless from and**

against any and all claims, liabilities or damages to the Property or against Seller caused by the intentional or negligent acts or omissions of the Purchaser Parties; provided, that Purchaser shall not be required to hold Seller harmless for Purchaser's discovery of any violations of any applicable law, statute, rule, regulation, code or ordinance during such inspection, or discovery of any preexisting conditions present at the Property. In the event Purchaser determines a violation of any applicable law, statute, rule, regulation, code, or ordinance during inspection of the Property by the Purchaser Parties, Purchaser agrees to hold Seller harmless from any such violations which are determined to exist or have occurred without Seller's knowledge.

In the event of any termination of this Agreement by any party, Purchaser shall restore the Property to substantially the same condition which existed on the Effective Date to the extent in any changes to the condition of the Property were made by the Purchaser Parties.

The provisions of this paragraph 3 shall expressly survive any termination of this Agreement or any Closing.

4. **Closing Date.**

The closing of the sale of the Property shall occur on the Closing Date at the Title Company, or at such other time as may be agreeable to the parties.

5. **Closing Deliverables.**

(a) At the closing of the Property, Seller shall deliver to the Title Company:

(i) a special warranty deed in form and substance reasonably acceptable to Seller and Purchaser, conveying good and indefeasible title to the Property to Purchaser, free and clear of any and all encumbrances except the Permitted Exceptions;

(ii) such documents as may be reasonably required by Title Company in order to cause Title Company to issue a Texas owner's policy of title insurance (or equivalent) in the amount of the Purchase Price, insuring such title to the Purchaser, at Seller's expense; and

(iii) possession of the Property, free of parties in possession, save and except Seller shall be authorized to occupy and operate on and within the Property until December 31, 2017, subject to the terms and conditions of a lease between Seller and Purchaser, the form and substance of which shall be as set forth in the *Seller's Temporary Post-Closing Lease* attached hereto as Exhibit "A-1" and incorporated herein by reference, which Seller shall sign and deliver at Closing; and further save and except such subtenants as authorized pursuant to Section 11 of the Agreement; and

(iv) signed copies of all subleases and the early lease termination agreement as required by Section 11, below, if not already delivered to Purchaser.

(b) At the Closing, Purchaser shall deliver to Seller through the Title Company:

(i) the Purchase Price in "good funds" as defined by Procedural Rule P-27 of the Texas Title Insurance Basic Manual of the Texas Department of Insurance, less any funds on deposit/in escrow with Title Company;

(ii) the *Seller's Temporary Post-Closing Lease*, signed by Purchaser as Landlord; and

(iii) such other documents as may be reasonably required by Title Company to close the contemplated transaction.

6. **Taxes.**

Seller shall pay at or before Closing all ad valorem taxes, plus any penalties, interest, court costs, and attorney's fees, if any, due on delinquent amounts not paid, for tax years prior to the year in which Closing occurs. In addition, Seller will pay at Closing the pro-rated amount of ad valorem taxes for the Property for the calendar year of Closing in accordance with Texas Tax Code §26.11. PURCHASER IS A POLITICAL SUBDIVISION OF THE STATE OF TEXAS AND EXEMPT FROM PAYMENT OF AD VALOREM TAXES ON PROPERTY OWNED BY IT FROM AND AFTER THE DATE OF ITS CONVEYANCE TO PURCHASER. Seller shall be responsible for payment of any rollback, open space or other similar taxes applicable to the Property with respect to any period prior to Closing.

7. **Closing Costs.**

(a) Seller hereby agrees to pay and be responsible for the following closing costs, which amounts may be deducted from the Purchase Price notwithstanding anything in this Agreement to the contrary:

(i) All costs related to obtaining any release of mortgage, liens, or security interests on the Property, including the costs or preparation and recording of any related releases of liens, and the recording on any other instruments necessary to cure title matters including the recording of the Wilson Deed or the replacement deed, as the case may be, as referenced in Section 2(e), above;

(ii) All costs and expenses incurred by or on behalf of Seller, including Seller's attorney's fees; and

(iii) Such other incidental costs and fees customarily paid by sellers of real property in Dallas County, Texas, for transactions of a similar nature to the transaction contemplated herein.

(b) Purchaser hereby agrees to pay and be responsible for the following closing costs:

(i) All fees and costs for the Survey;

(ii) Title Company's escrow fees;

(iii) All costs and expenses incurred by or on behalf of Purchaser, including Purchaser's attorneys' fees and Broker fees as provided in Section 14(h);

(iv) All premiums and fees for the Owner's Policy of Title Insurance, including any optional endorsements, deletions and amendments requested by Purchaser, if any, including any "survey amendment" coverage;

(v) The cost of all tax certificates relating to all taxes and other assessments incurred or arising in relation to the Property;

(vi) Recording fees for the special warranty deed; and

(vii) Such other incidental costs and fees customarily paid by purchasers of property in Dallas County, Texas, for transactions of a similar nature to the transaction contemplated herein.

8. **Permitted Exceptions.**

The (i) lien for current taxes not yet due and payable, (ii) any matters shown on the Title Commitment which are promulgated by law to appear in any title insurance commitment or policy, and (iii) appropriate matters appearing on Schedule B of the Title Commitment that were not cured and to which Purchaser failed to object or otherwise waived objection shall be deemed to be Permitted Exceptions. Notwithstanding anything to the contrary herein, as a condition of Closing, Seller must resolve at Seller's sole cost the items that are listed on Schedule C of the Title Commitment which are by their nature Seller's responsibility, remove all liquidated liens, remove all exceptions that arise by, through, or under Seller after the Effective Date of this Agreement, and use due diligence to cure the title and survey objections that Seller has agreed to cure.

9. **Representations and Covenants.**

(a) **Seller's Warranties.** Seller makes the following representations and warranties which are true and accurate as of the Effective Date and as of Closing:

(1) Seller has no knowledge of any violations of city, county, state, federal, building, land use, fire, health, safety, environmental, hazardous materials or other governmental or public agency codes, ordinances, regulations, or orders with respect to the Property.

(2) No litigation is pending, and to the best of Seller's knowledge, threatened with respect to the Property or Seller's interest therein, or which would inhibit Buyer obtaining clear title to the Property.

(3) To the best of Seller's knowledge, the Property is not contaminated with, nor threatened with contamination from any chemical, material or substance to which exposure is prohibited, limited or regulated by any federal, state, county, local or regional authority or which is known to pose a hazard to health and safety and, to the best of Seller's knowledge, the Property has never been used for a landfill, dump site, underground improvements, storage of hazardous or regulated substances, or by a manufacturer of any product or for any other industrial use, nor, to the best of Seller's knowledge, is the Property subject to any wetlands or other environmental limitation (collectively, "**Contamination**") (the foregoing being the "**Environmental Warranty**").

(4) Except as disclosed to Purchaser in writing, Seller has no knowledge of any unrecorded leases, arrangements, agreements, understandings, options, contracts, or rights of first refusal affecting or relating to the Property in any way other than the leases provided to Purchaser pursuant to Section 2(a)(iv) of this Agreement.

(5) Except to the extent this Agreement provides otherwise or upon the agreement of Seller, Seller will take no action to alter the condition of the Property as of the Effective Date of this Agreement until Closing.

(6) The individuals signing this Agreement on behalf of Seller have the authority to bind the Seller to the agreements set forth herein.

(b) **Environmental Remediation Obligations.** In the event the Environmental Warranty is untrue, Seller agrees, at its sole cost and expense, to perform all acts necessary to cause the Property to comply with all federal, state and local environmental laws, rules and regulations. Purchaser may postpone

Closing until Seller does so, or postpone Closing and undertake actions necessary to fulfill Seller's obligations hereunder and receive a credit against the Purchase Price for the expenses incurred by Purchaser in fulfilling Seller's duties hereunder.

(c) Purchaser represents that it has authority to enter into this Agreement and that this Agreement represents the legal, valid and binding obligation of Purchaser, enforceable against Purchaser in accordance with its terms.

The only representations made by any party concerning the Property and this Agreement are as set out in this Section 9. The representations set forth in this Section 9 shall survive Closing.

10. **Property Sold As Is.**

(a) Purchaser represents that as of the Closing Date that it:

(i) will have fully inspected, or been provided the opportunity to inspect, the Property;
and

(ii) will have made all investigations as it deems necessary or appropriate and will be relying solely upon its inspection and investigation of the Property for all purposes whatsoever, including, but not limited to, the determination of the condition of the structures, improvements, soils, subsurface, drainage, surface and groundwater quality, and all other physical characteristics; availability and adequacy of utilities; compliance with governmental laws and regulations; access; encroachments; acreage and other survey matters and the character and suitability of the Property.

(b) Purchaser acknowledges and agrees that the Property is being purchased and will be conveyed "AS IS" with all faults and defects, whether patent or latent, as of the Closing.

(c) Except with respect to the special warranty of title contained in the deed from Seller pursuant to this Agreement, Purchaser acknowledges and agrees that Seller has made no representations, warranties, guarantees, statements or information, express or implied, pertaining to the Property, its condition, any items, documents or other deliveries given to Seller, or any other matters whatsoever, made to or furnished to Purchaser by Seller or any employee or agent of Seller, except as specifically set forth in this Agreement.

(d) **Condition of the Property until Closing; Cooperation; No Recording of Agreement**

(1) **Maintenance and Operation.** Until closing, Seller will (i) maintain the Property as it existed on the Effective Date, except for reasonable wear and tear and casualty damage; (ii) use the Property in the same manner as it was used on the Effective Date; and (iii) comply with all contracts, laws, and governmental regulations affecting the Property. Until the end of the Inspection Period, Seller will not enter into, amend, or terminate any contract that affects the Property other than in the ordinary course of operating the Property and will promptly give notice to Purchaser of each new, amended, or terminated contract, including a copy of the contract, in sufficient time so that Purchaser may consider the new information before the end of the Inspection Period. If Seller's notice is given within three (3) days before the end of the Inspection Period, the Inspection Period will be extended for three (3) days. After the end of the Inspection Period, Seller may not enter into, amend, or terminate any contract that affects the Property without first obtaining Purchaser's written consent.

(2) Casualty Damage. Seller will notify Purchaser promptly after discovery of any casualty damage to the Property. Seller will have no obligation to repair or replace the Property if it is damaged by casualty before Closing and Buyer shall have no right to terminate this Agreement as the result of such damage; provided, however, (i) Seller will convey the Property to Buyer in its damaged condition, (b) Buyer shall receive a credit against the Purchaser Price in an amount equal to the proceeds of any property insurance policies covering the Property to the extent of the amount of such proceeds attributable to the cost to repair the casualty damage; and (c) Seller shall not be entitled to continued possession and occupancy of the Property after Closing as provided in Section 5(a)(iii).

11. **Additional Condition of Closing – Existing Leases:**

(a) Purchaser acknowledges and understands that as of the Effective Date, the Property is occupied by tenants of whom Seller represents are presently leasing space in the Property without benefit of a written lease agreement and on a month-to-month basis (“the Month to Month Tenants”) the Property pursuant to written lease agreement dated _____ (“the Wilson Family Lease”). Purchaser agrees to Close on the purchase of the Property subject to the Month to Month Tenants and the Wilson Family Lease continued possession of the Property the Purchasing Tenant Lease, subject to Seller’s satisfaction of the following conditions on or before the fifth (5th) business day before end of the Inspection Period:

(1) Seller has entered into a written lease agreement between Seller and each of the Month to Month Tenants in a form reasonably satisfactory to Purchaser which contains substantially the same terms set forth in Exhibit A-2, attached hereto and incorporated herein by reference, the final form of which shall be subject to approval of Purchaser, which approval shall not be unreasonably withheld;

(2) Seller has entered into an agreement with the tenant under the Wilson Family Lease agreeing to terminate the Wilson Family Lease not later than December 31, 2017, by which date the tenant under the Wilson Family Lease agrees to vacate the Property; and

(3) Seller has delivered to Purchaser fully signed copies of the agreements described in (1) and (2), above.

In the event the foregoing conditions have not been satisfied on or before the fifth (5th) day before end of the Inspection Period, the Inspection Period shall be automatically extended for a period of fifteen (15) additional calendar days. In the event the foregoing conditions have not been satisfied on or before the fifth (5th) day before end of the Inspection Period as extended by said 15-day period, Purchaser may, at its sole option and discretion and before the end of the Inspection Period as extended, notify Seller that the Inspection Period is to be extended for a period of up to thirty (30) additional days. In the event the foregoing conditions have not been satisfied on or before the fifth (5th) day before end of the Inspection Period as extended the second time, Purchaser shall have the right to terminate this Agreement and be refunded the Earnest Money less the Option Fee, at which time the parties shall have no further liability to each other pursuant to this Agreement.

(b) Seller shall have the right to retain all rent paid, if any, by the Month-to-Month Tenants and the tenants after the Closing.

(c) Seller agrees that part of the Purchase Price is in consideration of Purchaser’s Agreement to rent a portion of the premises under the Wilson Family Lease any costs related to relocation assistance to which they may be entitled. Seller agrees to indemnify, defend, and hold Purchaser harmless with respect

to any claims made by the Month-to-Month Tenants and the tenant under the Wilson Family Lease for such relocation assistance.

(d) The provisions of this Section 11 shall survive the Closing.

12. **Remedies.**

Except with respect to any indemnities and obligations set forth in Paragraph 3, and Seller's right to reasonable attorney's fees in enforcing any part of this Agreement, if Purchaser defaults, Seller's sole remedy shall be to terminate this Agreement and retain the Earnest Money. If Seller defaults, Purchaser's sole remedy shall be to terminate this Agreement and obtain a refund of the Earnest Money and the Option Fee. No termination shall occur pursuant to a default until the non-defaulting party has provided written notice of default not less than ten (10) days prior to the proposed date of termination and the defaulting party has failed to cure the default.

13. **Notices.**

Notices must be in writing and may be hand delivered and/or mailed by certified mail with return receipt requested, or sent by facsimile transmission, to the addresses stated above. Notice given by delivery service shall be effective upon receipt at the address of the addressee; notice given by mail shall be effective upon earlier of actual receipt or three (3) days after placing the notice in a receptacle of the United States Postal Service, postage prepaid and properly addressed, and notice sent by facsimile transmission shall be effective upon electronic confirmation of receipt. In addition, copies of notices shall be provided to the party's attorney at the addresses indicated above.

14. **Miscellaneous.** This Agreement is subject to the following additional provisions and conditions:

(a) *Entireties.* This Agreement, contain the entire agreement of the parties pertaining to the purchase and sale, of the Property. The parties agree that there are no oral agreements, understandings, representations or warranties made by the parties that are not expressly set forth in this Agreement. Any prior written agreements, understandings, representations or warranties between the parties will be deemed merged into and superseded by this Agreement, unless it is clear from the written document that the intent of the parties is for the previous written agreement, understanding, representation or warranty to survive the execution of this Agreement.

(b) *Modifications.* This Agreement may only be modified by a written document signed by both parties.

(c) *Assignment.* Purchaser may not assign its rights under this Agreement, except (i) to any entity controlling, controlled by, or under common control with, Purchaser, or (ii) to any person or entity with the express written consent of Seller (which consent shall not be unreasonably withheld).

(d) *Time is of the Essence.* Time is of the essence with respect to the performance by the parties of their respective obligations hereunder.

(e) *Effective Date.* The Effective Date of this Agreement shall be the last date on which the authorized representatives of all Parties have signed this Agreement, and the Title Company has acknowledged in writing its receipt of this Agreement as so signed.

(f) *Non-Business Day.* If the final date of any period provided herein for the performance of an obligation or for the taking of any action falls on a Saturday, Sunday, federal holiday, or a day on which Seller's main offices are not open for regular business, then the end of such period shall be extended to the next day that is not one of the foregoing described days.

(g) *Zoning.* Seller assumes no obligation to change the current zoning on the Property.

(h) *Brokers.* Purchase and Seller acknowledge and agree that Purchaser's Broker will be paid a fee by Purchaser pursuant to a separate agreement between Purchaser and Purchaser's Broker. Except as provided in the foregoing sentence, both parties represent and warrant they have worked with no other broker relative to this transaction and that no brokerage commission is due and payable upon the Closing. To the extent allowed by law, each party agrees to indemnify, defend, and hold the other party harmless from and against any costs, expenses or liability for any compensation, commission, fee, or charges that may be claimed by any agent, finder or other similar party, other than the named Seller's Broker, by reason of any dealings or acts of the indemnifying party.

(i) *Counterparts.* This Agreement may be executed in any number of counterparts, each of which shall be deemed an original for all purposes and constitute one and the same instrument; but in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

(j) *Legal Construction.* In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

(k) *Law Governing.* This Agreement shall be construed under and in accordance with the laws of the State of Texas; and venue for any action arising from this Agreement shall be in the State District Court of Dallas County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said court in any such action.

(l) *Survival of Covenants.* Any of the representations, warranties, covenants, and obligations of the parties, as well as any rights and benefits of the parties, pertaining to a period of time following the termination of this Agreement shall survive.

(m) *Attorneys' Fees.* The prevailing party in any legal proceeding brought to enforce this Agreement, or brought relating to the transaction contemplated by this Agreement, will be entitled to recover from the non-prevailing party's court costs, reasonable attorneys' fees and all other reasonable related expenses.

(n) *Recordation Not Permitted.* In no event will this Agreement or any memorandum of this Agreement be recorded by Purchaser in the Official Records. Any such recordation will constitute a default under this Agreement by Purchaser entitling Seller to the remedies provided by Paragraph 12.

(o) *Conveyance In Lieu of Eminent Domain Proceedings; Relocation Assistance.* The Parties understand, acknowledge, and agree that (i) Purchaser is a Texas home rule municipality which has the power of eminent domain pursuant to the Constitution and laws of the State of Texas and (ii) Purchaser has advised Seller that Purchaser desires to acquire the Property for a public purpose. The Parties further agree that this Agreement constitutes a negotiated agreement between the Parties for the sale of the Property by Seller to Purchaser order to avoid the time and expense that would be involved if Purchaser were required to exercise it power of eminent domain to acquire the Property. Seller acknowledges and agrees that a

portion of the Purchase Price constitutes the complete and full satisfaction of the payment by Purchaser of costs related to relocation assistance to which Seller might otherwise be entitled under Texas Property Code §21.046, in association with the displacement of Seller from the Property pursuant to an acquisition of the Property by Purchaser pursuant a petition in eminent domain.

[Signatures follow on immediately subsequent pages.]

SELLERS' SIGNATURE PAGE

SIGNED AND AGREED this the _____ day of _____, 2017.

Seller:

Wilson Family Trust

By:

William Harlin Wilson, Trustee

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the _____ day of _____,
2017, by William Harlin Wilson.

[SEAL]

Notary Public, State of Texas

My commission expires: _____

TITLE COMPANY RECEIPT OF AGREEMENT

Title Company acknowledges receipt of a copy of this Agreement executed by both Seller and Purchaser on the ___ day of _____, 2017.

By: _____

Exhibit A
Property Description

**Exhibit "A-1" to Purchase and Sale Agreement
Form of Seller's Temporary Post-Closing Lease**

SELLER'S TEMPORARY POST-CLOSING LEASE

This Seller's Temporary Post-Closing Lease ("Lease") is entered into by and between the City of Coppell, Texas ("Landlord") and William Harlin Wilson (collectively "Tenant") as of the Effective Date.

Recitals

A. Pursuant to that certain Purchase and Sale Agreement dated and effective March __, 2017, between Tenant and Landlord ("the Purchase Agreement"), Tenant has sold the following described property to Landlord:

See Exhibit A

(also known as 417 West Bethel Road, Coppell, Texas) ("the Property")

B. Pursuant to the provisions of the Purchase Agreement, Landlord agreed to lease the Property to Tenant for a period of time after the Closing as additional consideration for the purchase of the Property by Landlord, and now desires to enter into this Lease to set forth the agreement of the parties regarding the leasing of the Property to Tenant.

NOW, THEREFORE, for and in consideration of the consideration stated in the Purchase Agreement and the terms and conditions of this Lease, Landlord leases the Property to Tenant pursuant to the following terms and conditions:

1. TERM: The term of this Lease commences on the date the sale covered by the Purchase Agreement is closed and funded ("the Effective Date") and terminates on December 31, 2017 unless terminated earlier by reason of other provisions.

2. RENTAL: Tenant shall pay to Landlord no rental, it being expressly understood that continued lease of the Property by Tenant after Closing was and is part of the consideration paid by Landlord for the purchase of the Property.

3. DEPOSIT: Tenant shall not be required to pay to Landlord a Security Deposit.

4. UTILITIES: Tenant shall be solely responsible for payment of all charges for utilities provided to and used on the Property during Tenant's lease of the Property.

5. USE OF PROPERTY: Tenant may use the Property only for the purposes for which Tenant was using the Property prior to Closing. Tenant may not assign this Lease or sublet any part of the Property except as authorized in the Purchase Agreement. Under no circumstances during the term of this Lease shall the Tenant use, or authorize the use of, the Property in any manner which includes the use of any hazardous or toxic substances or materials, or involves the storage or disposal of any such substances or materials on the Property.

6. ANIMALS: Tenant may not keep any animals on the Property.

7. CONDITION OF PROPERTY: Tenant accepts the Property in its present condition and state of

repair at the commencement of the Lease. Upon termination, Tenant shall surrender the Property to Landlord in the condition required under the Purchase Agreement, except normal wear and tear and any casualty loss. Notwithstanding anything to the contrary in this Section 7 or Section 8, below, Tenant may retain ownership and remove any furniture, fixtures, equipment, and other personal property used by Tenant in the operation of Tenant's business which Tenant desires to retain; provided, however, Tenant shall not remove any components of the electrical, heating, ventilation and air conditioning, or plumbing systems or other components of the building including, but not limited to, windows, doors, and light and other electrical fixtures without the written consent of Landlord. Notwithstanding the foregoing, Tenant may not remove any fixture or equipment if doing so will result in damage to the structural integrity of the building, create any condition that will constitute a violation of the environmental laws, rules, and/or regulations cited in Section 11, below, or otherwise increase Landlord's cost of demolishing the buildings on the Property.

8. ALTERATIONS: Tenant may not alter the Property or install improvements or fixtures without the prior written consent of the Landlord. Any improvements or fixtures placed on the Property during the Lease become the Property of Landlord.

9. INSPECTIONS: Tenant shall grant Landlord entry into the Property at reasonable times and with notice of not less than one business day to inspect the Property. Tenant may be present at the times when Landlord inspects the Property.

10. LAWS: Tenant shall, at Tenant's sole expense: (a) comply with all laws, orders, ordinances, and regulations of federal, state, county, and municipal authorities having jurisdiction over the Property arising out of Tenant's particular manner of use, (b) comply with any directive, order or citation made pursuant to law by any public officer requiring abatement of any nuisance or which imposes upon Landlord or Tenant any duty or obligation arising from Tenant's occupancy or use of the Property, or required by reason of a breach of any of Tenant's obligations hereunder or by or through other fault of Tenant, (c) comply with all insurance requirements applicable to the Property set forth in Section 14, and (d) indemnify and hold Landlord harmless from any loss, cost, claim or expense which Landlord incurs or suffers by reason of Tenant's failure to comply with its obligations under clauses (a), (b), (c) or (d) above. If Tenant receives notice of any such directive, order citation or of any violation of any law, order, ordinance, regulation or any insurance requirements, Tenant shall promptly notify Landlord in writing of such alleged violation and furnish Landlord with a copy of such notice.

11. ENVIRONMENTAL MATTERS. Tenant expressly assumes all risks associated with the environmental condition of the Property caused by Tenant and Tenant's officers, employees, contractors, and guests. Tenant agrees it will comply strictly with all environmental laws, rules and regulations pertaining to the Property, including but not limited to those rules and regulations found in 42 U.S.C. §§ 6901-6987 (1982 & Supp. IV 1986); 40 CFR § 280; 53 Fed. Reg. 37,082 (1988); 53 Fed. Reg. 43322 (1988); 53 Fed. Reg. 51,273 (1988); 42 U.S.C. §§ 9601-9675 (1982 & Supp. IV 1986); Tex. Water Code Ann. § 26.343 (Vernon 1972); Tex. Admin. Code § 334; and Chapter 361 Texas Health and Safety Code and all amendments and revisions thereto. Subject to Section 2.3, Tenant agrees to indemnify and save harmless Landlord, its agents, servants, officers, and employees from and against any and all liabilities, damages, claims, suits, costs (including court costs, reasonable attorneys' fees, costs of investigation, and costs of any clean up or remediation of the Property) and actions of any kind arising or alleged to arise by reason of any violation of any environmental law, rule or regulation applicable to the Property, regardless of whether or not such violation is the result of an intentional or negligent act or omission of Tenant, its officers, employees, agents, or contractors.. If Tenant receives any notice with regard to any environmental matter relating to the Property from any person or entity (including, without limitation, any governmental agency), then Tenant shall promptly notify Landlord orally and in writing of said notice.

12. REPAIRS AND MAINTENANCE: The parties acknowledge and agree that neither Landlord nor Tenant shall be required to conduct repairs to any part of the walls, doors, windows, roof, floors, foundation (whether slab or pier and beam), or other structural elements of the Property, or plumbing (including both water and gas), heating, air conditioning, or electrical systems on the Property. Tenant may make such repairs at Tenant's sole option and expense without any obligation for Landlord to reimburse Tenant for such costs. It is expressly agreed by Tenant that the foregoing provisions are made as part of the consideration between Landlord and Tenant with respect to the sale of the Property by Tenant to Landlord. Tenant shall keep and maintain at Tenant's expense the yards and other landscaping in a healthy, growing condition in accordance with applicable ordinances of the City of Coppell; provided, however, Tenant shall not be required to replace any diseased or dead plant materials.

13. INDEMNITY: LANDLORD SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM ANY OCCURRENCE ON THE PROPERTY. TENANT HEREBY WAIVES ALL CLAIMS AGAINST LANDLORD, ITS OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION 13 AS "LANDLORD") FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON IN, UPON, OR ABOUT THE PROPERTY ARISING AT ANY TIME AND FROM ANY CAUSE (INCLUDING SPECIFICALLY, WITHOUT LIMITATION, THE NEGLIGENCE OF LANDLORD) OTHER THAN SOLELY BY REASON OF THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF LANDLORD. TENANT, FOR ITSELF AND ITS AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, SUBTENANTS, LICENSEES, CONCESSIONAIRES, INVITEES, SUCCESSORS AND ASSIGNS, EXPRESSLY ASSUMES ALL RISKS OF INJURY OR DAMAGE TO PERSON OR PROPERTY, EITHER PROXIMATE OR REMOTE, RESULTING FROM THE CONDITION OF THE PREMISES OR ANY PART THEREOF. TENANT AGREES TO INDEMNIFY AND SAVE HARMLESS LANDLORD FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, ATTORNEYS' FEES AND COSTS OF INVESTIGATION) AND ACTIONS OF ANY KIND ARISING OR ALLEGED TO ARISE BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY OCCURRING ON, IN OR ABOUT THE PROPERTY OR BY REASON OF ANY OTHER CLAIM WHATSOEVER OF ANY PERSON OR PARTY OCCASIONED OR ALLEGED TO BE OCCASIONED BY ANY ACT OR OMISSION ON THE PART OF TENANT OR ANY MANAGER, OFFICER, DIRECTOR, SERVANT, AGENT, EMPLOYEE, REPRESENTATIVE, CONTRACTOR, SUBCONTRACTOR, SUBTENANT, LICENSEE, CONCESSIONAIRE, INVITEE, SUCCESSOR OR ASSIGN, OR BY ANY BREACH, VIOLATION OR NONPERFORMANCE OF ANY COVENANT OF TENANT UNDER THIS LEASE, WHETHER SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO THE CONCURRENT NEGLIGENCE OF LANDLORD. IF ANY ACTION OR PROCEEDING SHALL BE BROUGHT BY OR AGAINST LANDLORD IN CONNECTION WITH ANY SUCH LIABILITY OR CLAIM, TENANT, ON NOTICE FROM LANDLORD, SHALL DEFEND SUCH ACTION OR PROCEEDINGS AT TENANT'S EXPENSE, BY OR THROUGH ATTORNEYS REASONABLY SATISFACTORY TO LANDLORD. THE PROVISIONS OF THIS SECTION SHALL APPLY TO ALL ACTIVITIES OF TENANT WITH RESPECT TO THE PROPERTY, WHETHER OCCURRING BEFORE OR AFTER EXECUTION OF THIS LEASE. TENANT OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY TENANT UNDER THIS LEASE. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS LEASE.

14. INSURANCE: Throughout the Lease Term, Tenant shall, at Tenant's expense, maintain Commercial general liability insurance for bodily injury, death or property damage, insuring Tenant and naming Landlord as an additional insured, against all claims, demands, or actions relating to the Property on an occurrence basis, issued by and binding upon a solvent insurance company licensed to do business in

Texas, with a minimum combined single limit of not less than \$1,000,000 per occurrence for injury to persons (including death), and for property damage or destruction, including loss of use with \$1,000,000 aggregate. In addition to other remedies provided in this Lease, if Tenant fails to maintain the insurance required by this Section 14, Landlord may, but is not obligated to, obtain such insurance and Tenant shall pay to Landlord upon demand as additional rental the premium cost thereof plus interest at the Maximum Rate from the date of payment by Landlord until repaid by Tenant. Such policies shall insure operations hazards, independent contractor hazards, contractual liability and products and completed operation liability, in limits not less than \$1,000,000 combined single limit for each occurrence for bodily injury, personal injury and property damage liability.

15. EVIDENCE OF INSURANCE. Prior to the Effective Date and not later than ten (10) days after any renewal date of any required insurance policies, Tenant shall furnish to Landlord a certificate of insurance, copies of policy endorsements or other evidence of insurance in some manner acceptable to Landlord, showing that Tenant is in compliance with the insurance coverage requirements of Sections 14 and 15 indicating the exclusions from coverage, if any. All insurance required by Sections 14 and 15 shall be primary and noncontributing with any insurance that may be carried by Landlord. Landlord reserves the right, from time to time throughout the Lease Term, to increase the minimum insurance limits set out above to ensure that adequate insurance is being maintained to the extent such increases are consistent with industry standards. All insurance companies providing the required insurance under Sections 14 and 15 shall be authorized to transact business in Texas with a Best's Insurance Rating of A or A+ or better, selected by Tenant and approved by Landlord. All insurance and certificate(s) of insurance shall contain or be endorsed to provide the following provisions:

(a) Name the Landlord, its officers, agents and employees as additional insureds as to all applicable coverages with the exception of workers compensation insurance.

(b) Provide for at least thirty (30) days prior written notice to Landlord for cancellation or non-renewal of the insurance.

(c) Provide for a waiver of subrogation against the Landlord for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

16. SUBLEASING: (a) Without the express prior written consent of Landlord, which Landlord may withhold in its reasonable discretion, Tenant shall not Transfer (as defined below) this Lease or any interest herein or in the Property or any portion thereof. For purposes of this Section 16 and this Lease, each of the following shall be deemed a transfer, assignment, or sublease of this Lease and/or of the Property (referred to herein as a "**Transfer**"): (i) any assignment of the Lease or estate therein (an "**Assignment**"); (ii) any sublease of all or any portion of the Property (a "**Sublease**"); (iii) any merger, consolidation or other reorganization of Tenant; (iv) any mortgage or encumbrance granted against this Lease or estate therein; (v) any change in control of Tenant, if Tenant is a privately owned corporation, partnership, limited liability company, trust or other entity; or (vi) the grant of any license, concession, or other right, whether voluntary or involuntary, by operation of law or otherwise, to any party other than Tenant to use or occupy the Property or any portion thereof.

(b) Notwithstanding Paragraph (a), above, Tenant shall be authorized to sublease the Property to the extent authorized by the Purchase Agreement. Tenant shall be entitled to retain as its sole property any rent collected from all authorized subtenants. Tenant shall further be solely responsible and liable to each authorized subtenant relating to the collection, accounting for, and any return of any security deposit paid by such subtenants. Tenant shall remain primarily liable for the payment of all utilities for the Property, notwithstanding any obligation of any subtenant to pay for utilities related to their respective leased

premises. Tenant hereby agrees to indemnify, defend, and hold City, its officers, employees, and agents harmless for all damages and costs, including reasonable attorney's fees which may be incurred by City relating to defense of any claims made by any subtenant for any breach or default by Tenant of any lease agreement with such subtenant of the Property. This Section 16 shall survive termination of this Lease.

17. DEFAULT: If Tenant fails to perform or observe any provision of this Lease and fails, within 24 hours after notice by Landlord, to commence and diligently pursue to remedy such failure, Tenant will be in default.

18. TERMINATION: This Lease terminates upon expiration of the term specified in Section 1, above, or upon Tenant's default under this Lease.

19. HOLDING OVER: Tenant shall surrender possession of the Property upon termination of this Lease. Any possession by Tenant after termination creates a tenancy at sufferance and will not operate to renew or extend this Lease. Tenant shall pay \$500.00 per day during the period of any possession after termination as damages, in addition to any other remedies to which Landlord is entitled. The failure of any subtenant to vacate the Property on or before the date of termination of this Lease shall be deemed a holdover by Tenant for purposes of this Lease.

20. ATTORNEY'S FEES: The prevailing party in any legal proceeding brought under or with respect to this Lease is entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.

21. NOTICES: All notices from one party to the other must be in writing and are effective when mailed to, hand-delivered at, or transmitted by facsimile or electronic transmission as follows or at such other address as the parties shall request in writing:

If to Landlord:

City of Coppell
Attn: Mike Land
255 Parkway
Coppell, Texas

With copy to:

Nichols, Jackson, Dillard, Hager & Smith, L.L.P.
Attn: Robert E. Hager
500 N. Akard, Suite 1800
Dallas, Texas 75201

If to Tenant:

William Harlin Wilson
417 W. Bethel Road
Coppell, TX 75019

With copy to:

21. GOVERNING LAW. This Lease shall be construed under and in accordance with the laws of the State of Texas, without regards to any conflict of law rules, and all obligations of the Parties created hereunder are performable in Dallas County, Texas. Exclusive venue for any action under this Agreement shall be the State District Court of Dallas County, Texas. The Parties agree to submit to the personal jurisdiction of said court.

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

23. MODIFICATION. No amendment, modification, or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the Parties hereto.

24. HEADINGS. The headings contained in this Lease are for convenience only and shall not enlarge or limit the scope or meaning of the various and several articles hereof. Words in the singular number shall be held to include the plural, unless the context otherwise requires.

25. CONSENTS. Any consent or approval by Landlord required or authorized under this Lease shall be by the City Manager for the City of Coppell, Texas or designee. Any consent or approval by Tenant required or authorized under this Lease shall be by such person designated in writing by Tenant from time to time.

(signatures on following pages)

LANDLORD SIGNATURE

SIGNED AND AGREED for Landlord on the ____ day of _____, 2017.

City of Coppell, Texas

By: _____
Karen Selbo Hunt, Mayor

TENANT SIGNATURE

SIGNED AND AGREED this the _____ day of _____, 2017.

By: _____
William Harlin Wilson

Exhibit A-2
Form of Sublease Agreement

LEASE AGREEMENT

This **Lease Agreement** (“Lease”) is entered into by and between **William Harlin Wilson** (collectively “Lessor”) and _____ (“Lessee”) as of the Effective Date.

Recitals

WHEREAS, pursuant to that certain Purchase and Sale Agreement dated and effective _____, 2017, (“the Purchase Agreement”) between Lessor and the City of Coppell, Texas (“City”), Lessor has agreed to sell the following described property to City:

See Exhibit A
(also known as 417 West Bethel Road, Coppell, Texas) (“the Property”); and

WHEREAS, as additional consideration for the sale of the Property to City, City has agreed to lease the Property back to Lessor for a period of time after the Closing pursuant to the provisions of the Purchase Agreement; and

WHEREAS, Lessee presently occupies approximately _____ square feet of the building located on the Property, commonly known as 417 West Bethel Road, a single family residence (“the Lease Premises”) on a month-to-month tenancy basis without benefit of a written lease agreement; and

WHEREAS, pursuant to the provisions of the Purchase Agreement, City has further agreed to allow Lessor to continue to sublease the Property to Lessee for a period of time after the Closing; provided that Lessor and Lessee enter into a written lease agreement that provides for termination of Lessee’s month-to-month tenancy not later than December 31, 2017; and

WHEREAS, Lessor and Lessee now desire to enter into this Lease to set forth the agreement of the parties regarding the leasing of the Leased Premises to Lessee.

NOW, THEREFORE, for and in consideration of the consideration stated in the Purchase Agreement and the terms and conditions of this Lease, Lessor leases the Leased Premises to Lessee pursuant to the following terms and conditions:

- 1. TERM:** The term of this Lease commences on the date the sale covered by the Purchase Agreement is closed and funded (“the Effective Date”) and terminates on December 31, 2017 (“the Lease Term”), unless terminated earlier by reason of other provisions.
- 2. RENTAL:** Lessee shall pay to Lessor rent in the amount of \$_____ per month during the Lease Term. All rent shall be payable to Lessor at its offices at _____.
- 3. DEPOSIT:** Lessee shall be required to pay to Lessor a Security Deposit in the amount of _____. At the end of the Lease Term and within 30 days after Lessee vacates the Leases Premises, Lessor shall return the Security Deposit to Lessee less any amount of unpaid Rent due at the end of the Lease Term. Lessee shall look only to Lessor for the return of the Security Deposit, it being understood that City does not possess and has no liability with respect to the Security Deposit.

4. UTILITIES: Lessee shall be solely responsible for payment of all charges for utilities provided to and used in the Leased Premises during Lessee's lease of the Leased Premises.

5. USE OF PROPERTY: Lessee may use the Leased Premises only for the purposes for which Lessee was using the Leased Premises prior to Effective Date of the Lease Term. Lessee may not assign this Lease or sublet any part of the Leased Premises. Under no circumstances during the Lease Term shall Lessee use, or authorize the use of, the Leased Premises or any portion of the Property in any manner which includes the use of any hazardous or toxic substances or materials, or involves the storage or disposal of any such substances or materials on the Property.

6. ANIMALS: Lessee may not keep any animals on the Property.

7. CONDITION OF LEASED PREMISES: Lessee accepts the Leased Premises in its present condition and state of repair at the commencement of the Lease. Upon termination, Lessee shall surrender the Leased Premises to City in the condition required under the Purchase Agreement, except normal wear and tear and any casualty loss. Notwithstanding anything to the contrary in this Section 7 or Section 8, below, Lessee may retain ownership and remove any furniture, fixtures, equipment, and other personal property used by Lessee in the operation of Lessee's business which Lessee desires to retain; provided, however, Lessee shall not remove any components of the electrical, heating, ventilation and air conditioning, or plumbing systems or other components of the building including, but not limited to, windows, doors, and light and other electrical fixtures without the written consent of Lessor and City. Notwithstanding the foregoing, Lessee may not remove any fixture or equipment if doing so will result in damage to the structural integrity of the building, create any condition that will constitute a violation of the environmental laws, rules, and/or regulations cited in Section 11, below, or otherwise increase City's cost of demolishing the buildings on the Property.

8. ALTERATIONS: Lessee may not alter the Leased Premises or install improvements or fixtures without the prior written consent of Lessor and City. Any improvements or fixtures placed on the Leased Premises during the Lease become the property of City.

9. INSPECTIONS: Lessee shall grant Lessor and City entry into the Leased Premises at reasonable times and with notice of not less than one business day to inspect the Leased Premises. Lessee may be present at the times when Lessor inspects the Leased Premises.

10. LAWS: Lessee shall, at Lessee's sole expense: (a) comply with all laws, orders, ordinances, and regulations of federal, state, county, and municipal authorities having jurisdiction over the Leased Premises arising out of Lessee's particular manner of use, (b) comply with any directive, order or citation made pursuant to law by any public officer requiring abatement of any nuisance or which imposes upon Lessor or Lessee any duty or obligation arising from Lessee's occupancy or use of the Leased Premises, or required by reason of a breach of any of Lessee's obligations hereunder or by or through other fault of Lessee, (c) comply with all insurance requirements applicable to the Leased Premises set forth in Section 14, and (d) indemnify and hold Lessor and City harmless from any loss, cost, claim or expense which Lessor and/or City incur or suffer by reason of Lessee's failure to comply with its obligations under clauses (a), (b), (c) or (d) above. If Lessee receives notice of any such directive, order citation or of any violation of any law, order, ordinance, regulation or any insurance requirements, Lessee shall promptly notify Lessor and City in writing of such alleged violation and furnish Lessor and City with a copy of such notice.

11. ENVIRONMENTAL MATTERS. Lessee expressly assumes all risks associated with the environmental condition of the Leased Premises caused by Lessee and Lessee's officers, employees, contractors, and guests. Lessee agrees it will comply strictly with all environmental laws, rules and

regulations pertaining to the Leased Premises, including but not limited to those rules and regulations found in 42 U.S.C. §§ 6901-6987 (1982 & Supp. IV 1986); 40 CFR § 280; 53 Fed. Reg. 37,082 (1988); 53 Fed. Reg. 43322 (1988); 53 Fed. Reg. 51,273 (1988); 42 U.S.C. §§ 9601-9675 (1982 & Supp. IV 1986); Tex. Water Code Ann. § 26.343 (Vernon 1972); Tex. Admin. Code § 334; and Chapter 361 Texas Health and Safety Code and all amendments and revisions thereto. Lessee agrees to indemnify and save harmless Lessor and City and their respective agents, servants, officers, and employees from and against any and all liabilities, damages, claims, suits, costs (including court costs, reasonable attorneys' fees, costs of investigation, and costs of any clean up or remediation of the Leased Premises and/or the Property) and actions of any kind arising or alleged to arise by reason of any violation of any environmental law, rule or regulation applicable to the Leased Premises and the Property, regardless of whether or not such violation is the result of an intentional or negligent act or omission of Lessee, its officers, employees, agents, or contractors. If Lessee receives any notice with regard to any environmental matter relating to the Leased Premises or the Property from any person or entity (including, without limitation, any governmental agency), then Lessee shall promptly notify Lessor and City orally and in writing of said notice.

12. REPAIRS AND MAINTENANCE: The Parties acknowledge and agree that neither City nor Lessor shall be required to conduct repairs to any part of the walls, doors, windows, roof, floors, foundation (whether slab or pier and beam), or other structural elements of the Leased Premises, or plumbing (including both water and gas), heating, air conditioning, or electrical systems on the Leased Premises. Lessee may make such repairs at Lessee's sole option and expense without any obligation for Lessor or City to reimburse Lessee for such costs. It is expressly agreed by Lessee that the foregoing provisions are made as part of the consideration by Lessor to not terminate Lessee's month-to-month tenancy prior to December 31, 2017.

13. INDEMNITY: NEITHER LESSOR NOR CITY SHALL BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM ANY OCCURRENCE ON THE PROPERTY. LESSEE HEREBY WAIVES ALL CLAIMS AGAINST LESSOR, CITY, AND THEIR RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION 13 AS "RELEASED PARTIES") FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON IN, UPON, OR ABOUT THE PROPERTY ARISING AT ANY TIME AND FROM ANY CAUSE (INCLUDING SPECIFICALLY, WITHOUT LIMITATION, THE NEGLIGENCE OF THE RELEASED PARTIES) OTHER THAN SOLELY BY REASON OF THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE RELEASED PARTIES. LESSEE, FOR ITSELF AND ITS AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, SUBLESSEES, LICENSEES, CONCESSIONAIRES, INVITEES, SUCCESSORS AND ASSIGNS, EXPRESSLY ASSUMES ALL RISKS OF INJURY OR DAMAGE TO PERSON OR PROPERTY, EITHER PROXIMATE OR REMOTE, RESULTING FROM THE CONDITION OF THE LEASED PREMISES OR ANY PART THEREOF. LESSEE AGREES TO INDEMNIFY AND SAVE HARMLESS THE RELEASED PARTIES FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, ATTORNEYS' FEES AND COSTS OF INVESTIGATION) AND ACTIONS OF ANY KIND ARISING OR ALLEGED TO ARISE BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY OCCURRING ON, IN OR ABOUT THE PROPERTY OR BY REASON OF ANY OTHER CLAIM WHATSOEVER OF ANY PERSON OR PARTY OCCASIONED OR ALLEGED TO BE OCCASIONED BY ANY ACT OR OMISSION ON THE PART OF LESSEE OR ANY MANAGER, OFFICER, DIRECTOR, SERVANT, AGENT, EMPLOYEE, REPRESENTATIVE, CONTRACTOR, SUBCONTRACTOR, LICENSEE, CONCESSIONAIRE, INVITEE, SUCCESSOR OR ASSIGN, OR BY ANY BREACH, VIOLATION OR NONPERFORMANCE OF ANY COVENANT OF LESSEE UNDER THIS LEASE, WHETHER SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO THE CONCURRENT NEGLIGENCE OF THE RELEASED PARTIES. IF ANY

ACTION OR PROCEEDING SHALL BE BROUGHT BY OR AGAINST ONE OR MORE OF THE RELEASED PARTIES IN CONNECTION WITH ANY SUCH LIABILITY OR CLAIM, LESSEE, ON NOTICE FROM LESSOR OR CITY, SHALL DEFEND SUCH ACTION OR PROCEEDINGS AT LESSEE'S EXPENSE, BY OR THROUGH ATTORNEYS REASONABLY SATISFACTORY TO LESSOR (IF THE RELEASED PARTY IS LESSOR OR SOMEONE ASSOCIATED WITH LESSOR) OR CITY (IF THE RELEASED PARTY IS CITY OR SOMEONE ASSOCIATED WITH CITY). THE PROVISIONS OF THIS SECTION SHALL APPLY TO ALL ACTIVITIES OF LESSEE WITH RESPECT TO THE PROPERTY, WHETHER OCCURRING BEFORE OR AFTER EXECUTION OF THIS LEASE. LESSEE'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY LESSEE UNDER THIS LEASE. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS LEASE.

14. INSURANCE: Throughout the Lease Term, Lessee shall, at Lessee's expense, maintain Commercial General Liability insurance for bodily injury, death or property damage, insuring Lessee and naming Lessor and City as additional insureds, against all claims, demands, or actions relating to the Property on an occurrence basis, issued by and binding upon a solvent insurance company licensed to do business in Texas, with a minimum combined single limit of not less than \$1,000,000 per occurrence for injury to persons (including death), and for property damage or destruction, including loss of use with \$1,000,000 aggregate. In addition to other remedies provided in this Lease, if Lessee fails to maintain the insurance required by this Section 14, Lessor may, but is not obligated to, obtain such insurance and Lessee shall pay to Lessor upon demand as additional rental the premium cost thereof plus interest at the Maximum Rate from the date of payment by Lessor until repaid by Lessee. Such policies shall insure operations hazards, independent contractor hazards, contractual liability and products and completed operation liability, in limits not less than \$1,000,000 combined single limit for each occurrence for bodily injury, personal injury and property damage liability.

15. EVIDENCE OF INSURANCE. Prior to the Effective Date and not later than ten (10) days after any renewal date of any required insurance policies, Lessee shall furnish to Lessor and City a certificate of insurance, copies of policy endorsements or other evidence of insurance in some manner acceptable to Lessor, showing that Lessee is in compliance with the insurance coverage requirements of Sections 14 and 15 indicating the exclusions from coverage, if any. All insurance required by Sections 14 and 15 shall be primary and noncontributing with any insurance that may be carried by Lessor. All insurance and certificate(s) of insurance shall contain or be endorsed to provide the following provisions:

- (a) Name the Lessor, City, and their officers, agents and employees as additional insureds as to all applicable coverage with the exception of workers compensation insurance.
- (b) Provide for at least thirty (30) days prior written notice to Lessor and City for cancellation or non-renewal of the insurance.
- (c) Provide for a waiver of subrogation against Lessor and City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

16. ASSIGNMENT AND SUBLEASING: Lessee shall not be authorized to assign all or any portion of this Lease or the obligations contained herein, nor shall Lessee sublease any portion of the Leased Premises. Any assignment of this Lease or sublease the Leased Premises shall be void, shall constitute an abandonment of this Lease, and shall result in the immediate termination of this Lease.

17. DEFAULT: If Lessee fails to perform or observe any provision of this Lease and fails, within 24 hours after notice by Lessor, to commence and diligently pursue to remedy such failure, Lessee will be in default.

18. TERMINATION: This Lease terminates upon expiration of the term specified in Section 1, above, or one (1) day after receipt of written notice of Lessee's default under this Lease.

19. HOLDING OVER: Lessee shall surrender possession of the Leased Premises upon termination of this Lease. Any possession by Lessee after termination creates a tenancy at sufferance and will not operate to renew or extend this Lease. Lessee shall pay \$500.00 per day to City during the period of any possession after termination as damages, in addition to any other remedies to which Lessor or City are entitled. The failure of any Lessee to vacate the Leased Premises on or before the date of termination of this Lease shall be deemed a holdover by Lessee for purposes of this Lease.

20. ATTORNEY'S FEES: The prevailing party in any legal proceeding brought under or with respect to this Lease is entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.

21. NOTICES: All notices from one party to the other must be in writing and are effective when mailed to, hand-delivered at, or transmitted by facsimile or electronic transmission as follows or at such other address as the parties shall request in writing:

If to Lessor:

William Harlin Wilson
417 West Bethel Road
Coppell, Texas 75019

If to Lessee:

With copies to:

City of Coppell
Attn: Mike Land
255 Parkway
Coppell, Texas

and

Nichols, Jackson, Dillard, Hager & Smith, L.L.P.
Attn: Robert E. Hager
500 N. Akard, Suite 1800
Dallas, Texas 75201,

21. GOVERNING LAW. This Lease shall be construed under and in accordance with the laws of the State of Texas, without regards to any conflict of law rules, and all obligations of the Parties created hereunder are performable in Dallas County, Texas. Exclusive venue for any action under this Agreement shall be the State District Court of Dallas County, Texas. The Parties agree to submit to the personal jurisdiction of said court.

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

23. MODIFICATION. No amendment, modification, or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the Parties hereto and approved in writing by City.

24. HEADINGS. The headings contained in this Lease are for convenience only and shall not enlarge or limit the scope or meaning of the various and several articles hereof. Words in the singular number shall be held to include the plural, unless the context otherwise requires.

25. CONSENTS. Any consent or approval by City required or authorized under this Lease shall be by the City Manager for the City of Coppell, Texas or designee. Any consent or approval by Lessor or Lessee required or authorized under this Lease shall be by such person designated in writing by Lessor or Lessee, respectively, from time to time.

26. CITY'S AUTHORITY AND RIGHTS. The Parties understand, acknowledge, and agree that this Lease is subject to the provisions of the Purchase Agreement and, after Closing, shall be subject to that certain *Seller's Temporary Post-Closing Lease* between Lessor and City. The Parties further understand, acknowledge, and agree that City is a third-party beneficiary to this Lease and shall have the right, but not the obligation, to enforce the provisions of this Lease to the same extent as Lessor in addition to such rights as City may have as owner of the Property after the Closing.

LESSOR SIGNATURES

SIGNED AND AGREED this the _____ day of _____, 2017.

Wilson Family Trust

By: _____
William Wilson, Trustee

LESSEE SIGNATURE

SIGNED AND AGREED this the ___ day of _____, 2017.

By: _____

Name: _____

Title: _____

**Exhibit “B” to Purchase and Sale Agreement
Lease Information**

In accordance with Section 2(a)(iv) of this Agreement, not later than ten (10) days after the Effective Date, Seller shall deliver to Purchaser true and correct copies of all leases and rental agreements, and any amendments thereto, that presently in full force and effect and affecting any portion of the Property. In addition, Seller shall, within the same ten day period, deliver to Purchaser the following with respect to the Property:

1. Any commission and leasing agent agreements;
2. A rent roll setting forth for each Lease:
 - a. Tenant’s name
 - b. A description of the portion of the Property being leased
 - c. The date of expiration of the current and renewal terms
 - d. Any renewal options
 - e. Base rent and formula for any additional rents
 - f. The amount of any prepaid rent
 - g. The amount of delinquent rent and the tenant owing such delinquent rent
 - h. The amount of any security deposit being held by Seller
 - i. A description of any current tenant or landlord defaults, copies of any notices of default sent or received by Seller, and the date such default should have been or will need to be cured in accordance with the terms of the applicable Lease
3. Copies of agreements granting an option to purchase any portion of the Property
4. Copies of agreements granting a right of first refusal to a tenant to lease other space within the Property
5. Copies of any agreements, if not contained in a lease, of tenant rights to rent concessions, tenant improvements, or other allowances
6. Amounts of any unpaid or contingent brokerage commissions (including commission on renewals)

EXHIBIT "C"
COPY OF THE WILSON DEED