

**OPTION TO PURCHASE AGREEMENT—LUBERSKI PROPERTIES, LLC WITH THE CITY OF CUERO**

THE STATE OF TEXAS :  
:  
COUNTY OF DEWITT :

COPY

This Option to Purchase Agreement is made on May 12, 2021 by and between the CITY OF CUERO, TEXAS, a municipal corporation (hereinafter "CITY"), acting herein by and through its Mayor and the Luberski Properties, LLC (hereinafter "LUBERSKI"), acting herein by and through its CFO.

WHEREAS, the CITY was the owner of that real property being a 16.65 acre tract of land described in Exhibit "A" and depicted on Exhibit "B", identified on said Exhibits "A" and "B" as "TRACT B", with both exhibits attached hereto and made a part hereof for all purposes (hereinafter "the Land"); and

WHEREAS, the LUBERSKI is today purchasing the CITY'S surface estate interest in the said Land together with an Access Easement for ingress and egress to the Land for the purpose of constructing an Egg Processing Plant, which LUBERSKI says will employ 25 full time employees initially and will add another 20 full time positions within 5 years once operations begin on the Land, with construction of the buildings to begin within 1 year after the closing of the sale of the Land from the CITY to LUBERSKI; and

WHEREAS, the Land as described in the attached Exhibits "A" and "B" together with an Access Easement described in Exhibit "C" and depicted on Exhibit "D" attached hereto and incorporated herein ("Easement") was placed out for bids by the CITY, and as a condition of the bid specifications, the successful bidder, in this case being LUBERSKI, was required to enter into a purchase option agreement whereby the CITY would have the option to purchase the property (Land and Easement) if construction on the property does not begin within two (2) years from the date of execution of the deed by the CITY to the Successful Bidder (LUBERSKI). In the event the CITY exercises its option to purchase the property, the CITY shall purchase the property for the same price that the Successful Bidder paid the CITY for said Land and Easement; and

WHEREAS, therefore this agreement provides that in the event LUBERSKI or its successors and assigns does not begin construction of a building as a part of the egg processing business within two (2) years from the date of the deed from the CITY to LUBERSKI, that date being May 12, 2021, then the CITY, at the CITY'S option, may purchase the Land and Easement from LUBERSKI for the same price, that the LUBERSKI purchased the Land and Easement, that being \$250,000.00. As such, if the CITY does choose to purchase the Land and Easement, LUBERSKI shall be required to sell the Land and Easement to the CITY for the purchase price of \$250,000.00; and

WHEREAS, this option to purchase agreement shall run with the title to the land and be binding upon LUBERSKI and its successor and assigns; and

WHEREAS, in the event LUBERSKI does begin construction of a building as a part of the egg processing business within said two (2) year period, then this agreement shall be null and void; and

WHEREAS, this option to purchase agreement is a part of the consideration for the sale and purchase of the Land and Easement by LUBERSKI from the CITY, and in addition to the consideration set forth below, and LUBERSKI acknowledges the sufficiency of such consideration.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS;

THAT LUBERSKI, for and in consideration of the promises and mutual covenants contained herein as set out herein to the CITY, receipt and sufficiency of which is hereby acknowledged, and as additional consideration of the sale and purchase of the Land by LUBERSKI from the CITY together with an Access Easement, the undersigned agree as follows:

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The LUBERSKI grants to the CITY a right, privilege and option to purchase the Land described in Exhibit "A" and depicted on Exhibit "B", and the Access Easement described in Exhibit "C" and depicted on Exhibit "D" attached hereto and incorporated herein on the terms set out herein as follows:

1. **CONDITION PRECEDENT TO EXERCISE OF OPTION.** The CITY may only exercise the said option to purchase if LUBERSKI or its successor and assigns fail to begin construction of a building for the egg processing plant within two (2) years from the date of the deed from the CITY to LUBERSKI. The date of the deed from the CITY to LUBERSKI is May 12, 2021. In the event LUBERSKI does begin construction of a building for an egg processing plant within the above said two (2) year period, this option shall be null and void and of no further effect.
2. **EXERCISE OF OPTION.** In the event the CITY exercises its option to purchase, then the CITY will provide written notification to LUBERSKI or its successor or assigns within 20 days following the expiration of the above-said two (2) year period of the CITY'S intent to exercise its option to purchase the Land and Access Easement. Such notification shall be made to LUBERSKI or its successors and assigns at its address listed herein as provided in paragraph 8 below.
3. **SALES CONTRACT AND CLOSING OF SALE.** LUBERSKI or its successor or assigns after receiving the above-said written notice from the CITY of the CITY'S

intent to exercise its option to purchase the Land and Easement from LUBERSKI shall sell and convey in fee simple said Land and Easement to the CITY for \$250,000.00. Within 15 days after the CITY's written notice to LUBERSKI of exercising its option to purchase, the parties will enter into a formal contract of sale containing the provisions normally used in such contracts in DeWitt County, Texas, and expressly including a purchase price matching the purchase price paid by LUBERSKI to the CITY for the land, that being \$250,000.00. Such contract shall include the requirement that LUBERSKI or its successors and assigns must obtain evidence of marketable title to the property and submit it to the CITY for examination. The closing of the sale shall be on or before 70 days after the date of the CITY'S notice to LUBERSKI of its election to purchase. At closing, LUBERSKI shall transfer title of the Land and Easement to the CITY and CITY will pay LUBERSKI the price set forth above.

4. **POSSESSION.** The possession of the Land and Easement shall be delivered to the CITY at closing.
5. **DEFAULT.** If LUBERSKI fails to comply with this contract after the CITY gives its notice of election to purchase, then LUBERSKI will be default and CITY may either enforce by specific performance, seek such other relief as may be provided by law or both.
6. **NO NOTICE.** If the CITY fails to give the written notice as provided in Paragraph 2 within said 20 day period, then LUBERSKI or its successors and assigns will be relieved of all obligations to the CITY under this agreement and may use and develop the property as it sees fit.
7. **SUCCESSOR AND ASSIGNS.** This right of repurchase option agreement shall be binding upon the LUBERSKI and its successors and assigns.
8. **RECORDING.** CITY may record this Agreement in the real property records of DeWitt County, Texas. CITY will, on request, execute and record a release of this Agreement following its expiration or termination.
9. **NOTICES.** Any notice required or permitted under this Agreement must be in writing. Any notice required by this Agreement will be deemed to be given (whether received or not) the earlier of receipt or three business days after being deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this Agreement. Notice may be also given by regular mail, personal delivery, courier delivery, or e-mail and will be effective when received. Any address for notice may be changed by written notice given as provided herein.

10. ADDRESSES. The mailing addresses of the parties hereto are as follows, to-wit:

CITY OF CUERO, TEXAS  
212 E. MAIN STREET  
CUERO, TEXAS 77954

LUBERSKI PROPERTIES, LLC  
310 NORTH HARBOR BOULEVARD, SUITE 205  
FULLERTON, CA 92832

EXECUTED ON THE 12 DAY May, 2021.

CITY OF CUERO, TEXAS

By: Sara Post Meyer  
Sara Post Meyer, Mayor

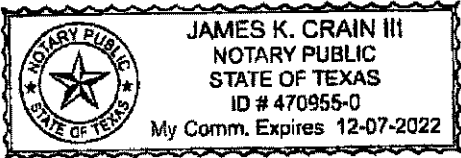
LUBERSKI PROPERTIES, LLC

By: \_\_\_\_\_  
DON LAWSON, President

THE STATE OF TEXAS :  
:  
COUNTY OF DeWITT :

This instrument was acknowledged before me on the 12<sup>th</sup> day of May, 2021, by Sara Post Meyer, as duly authorized Agent for the CITY of Cuero, a Municipal Corporation, on behalf of said corporation.

J K C  
NOTARY PUBLIC, STATE OF TEXAS



10. ADDRESSES. The mailing addresses of the parties hereto are as follows, to-wit:

CITY OF CUERO, TEXAS  
212 E. MAIN STREET  
CUERO, TEXAS 77954

LUBERSKI PROPERTIES, LLC  
310 NORTH HARBOR BOULEVARD, SUITE 205  
FULLERTON, CA 92832

EXECUTED ON THE 12 DAY May, 2021.

CITY OF CUERO, TEXAS

By: \_\_\_\_\_  
Sara Post Meyer, Mayor

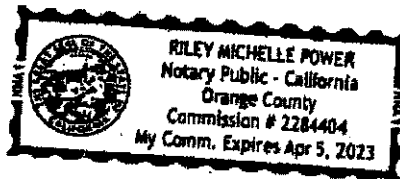
LUBERSKI PROPERTIES, LLC

By: \_\_\_\_\_  
DON LAWSON, President Chief Financial Officer

THE STATE OF TEXAS :  
:  
COUNTY OF DeWITT :

This instrument was acknowledged before me on the 12 day of May, 2021, by Sara Post Meyer, as duly authorized Agent for the CITY of Cuero, a Municipal Corporation, on behalf of said corporation.

RM  
NOTARY PUBLIC, STATE OF TEXAS  
California

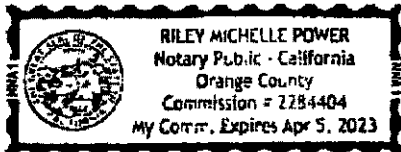


A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Orange

Subscribed and sworn to (or affirmed) before me on this 12  
day of May, 2021, by Donald Lawson

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.



(Seal)

Signature 

LEGAL DESCRIPTION  
16.65 ACRES  
TRACT "B"

EXHIBIT "A"

THE STATE OF TEXAS;  
THE COUNTY OF DEWITT;

BEING a 16.65 acre tract situated in the Samuel Lockhart League, Abstract 28, DeWitt County, Texas, and being a part of the remainder portion of that certain called 501 acre tract, styled First Tract, described in a Warranty Deed dated September 22, 1992 from Lias J. Stota, Shannon Stota Mann and D. Jennings Stoen to City of Cnoro, recorded in Volume 358, Page 780 of the Deed Records of DeWitt County, Texas, said 16.65 acre tract being described by metes and bounds as follows:

BEGINNING at a found 5/8 inch steel rod in a southwest line of a called 464.03 acre tract described in a deed to Texas Department of Criminal Justice-State of Texas, recorded in Volume 366, Page 139 of the Deed Records of said County, in a northeast line of the remainder portion of said called 501 acre tract, styled First Tract, for the east corner of a called 6.53 acre tract described in a deed to Gary David Knorr, recorded in Volume 88, Page 24 of the Official Records of said County, and for the south corner of the herein described tract;

THENCE, with a southwest line of said called 464.03 acre tract, *South 71°16'51" East*, a distance of *374.85 feet* to a found 5/8 inch steel rod in the northeast line of the remainder portion of said called 501 acre tract, styled First Tract, and the herein described tract;

THENCE, continuing with a southwest line of said called 464.03 acre tract, *South 21°16'51" East*, a distance of *316.82 feet* to a 5/8 inch steel rod set, with yellow cap stamped URBAN SURVEYING INC., in a northeast line of the remainder portion of said called 501 acre tract, styled First Tract, for the north corner of a 0.87 acre tract, styled Tract "D" (surveyed this day), and for the east corner of the herein described tract;

THENCE, into the remainder portion of said called 501 acre tract, styled First Tract, *South 78°40'01" West*, a distance of *211.22 feet* to a 5/8 inch steel rod set, with yellow cap, for the west corner of said 0.87 acre tract, styled Tract "D" (surveyed this day) and for a south interior corner of the herein described tract;

THENCE, continuing into the remainder portion of said called 501 acre tract, styled First Tract, *South 10°39'41" East*, a distance of *166.41 feet* to a 5/8 inch steel rod set, with yellow cap, in a southwest line of said called 464.03 acre tract, for the south corner of said 0.87 acre tract, styled Tract "D" (surveyed this day) and for a south exterior corner of the herein described tract;

THENCE, with the south line of the remainder portion of said called 501 acre tract, styled First Tract, *South 78°43'10" West*, a distance of *540.14 feet* to a 5/8 inch steel rod set, with yellow cap, in a southwest line of said called 464.03 acre tract, for the east corner of a 0.15 acre tract, styled Tract "E" (surveyed this day) and for a south exterior corner of the herein described tract;

THENCE, into the remainder portion of said called 501 acre tract, styled First Tract, *North 12°34'54" West*, a distance of *77.70 feet* to a 5/8 inch steel rod set, with yellow cap, for the north corner of said 0.15 acre tract, styled Tract "E" (surveyed this day) and for a south interior corner of the herein described tract;

THENCE, continuing into the remainder portion of said called 501 acre tract, styled First Tract, *South 77°56'25" West*, a distance of *87.65 feet* to a 5/8 inch steel rod set, with yellow cap, in the southwest line of the remainder portion of said called 501 acre tract, styled First Tract, in the northeast right-of-way line of said F.M. Highway 766, for the west corner of said 0.15 acre tract, styled Tract "E" (surveyed this day) and for a south exterior corner of the herein described tract;

THENCE, with the northeast right-of-way line of said F.M. Highway 766, *North 19°51'58" West*, a distance of *222.41 feet* to a 5/8 inch steel rod set, with yellow cap, in the southwest line of the remainder portion of said called 501 acre tract, styled First Tract, for the south corner of a 1.28 acre tract, styled Tract "C" (surveyed this day) and for a west exterior corner of the herein described tract;

THENCE, into the remainder portion of said called 501 acre tract, styled First Tract, *North 78°40'04" East*, a distance of *555.58 feet* to a 5/8 inch steel rod set, with yellow cap, for the east corner of said 1.28 acre tract, styled Tract "C" (surveyed this day) and for a west interior corner of the herein described tract;

THENCE, continuing into the remainder portion of said called 501 acre tract, styled First Tract, North 19°19'56" West, a distance of 100.00 feet to a 5/8 inch steel rod set, with yellow cap, for the north corner of said 1.28 acre tract, styled Tract "C" (surveyed this day) and for a west interior corner of the herein described tract;

THENCE, continuing into the remainder portion of said called 501 acre tract, styled First Tract, South 78°48'04" West, a distance of 456.51 feet to a 5/8 inch steel rod set, with yellow cap, in the southwest line of the remainder portion of said called 501 acre tract, styled First Tract, in the northeast right-of-way line of said F.M. Highway 766, for the west corner of said 1.28 acre tract, styled Tract "C" (surveyed this day) and for a west exterior corner of the herein described tract;

THENCE, with the northeast right-of-way line of said F.M. Highway 766, North 19°51'50" West, a distance of 513.49 feet to a 5/8 inch steel rod set, with yellow cap, in the southwest line of the remainder portion of said called 501 acre tract, styled First Tract, for the south corner of a 4.18 acre tract, styled Tract "A" (surveyed this day) and for the west corner of the herein described tract;

THENCE, into the remainder portion of said called 501 acre tract, styled First Tract, North 68°48'46" East, a distance of 876.43 feet to found 5/8 inch steel rod for the south corner of said called 6.53 acre tract, for the east corner of said 4.18 acre tract, styled Tract "A" (surveyed this day) and in the northwest line of the herein described tract;

THENCE, with the southeast line of said called 6.53 acre tract, North 68°48'46" East, a distance of 447.13 feet to THE POINT OF BEGINNING CONTAINING, within these metes and bounds 16.65 acres of land more or less.

Bearings are based on bearing of record in Volume 360, Page 139 of the Deed Records of DeWitt County, Texas.

Reference is made to that Plat accompanying this Legal Description.

The above Legal Description was prepared from an actual survey made on the ground under my supervision in November 2020.

*Donald W. Dieringer*

URBAN SURVEYING, INC.

By: Donald W. Dieringer

Registered Professional Land Surveyor

Texas No. 5471

Firm #10821



C2024 Tract "B"



EXHIBIT 'B'

**Ausi**  
 1904 S. GARDEN ST., SUITE 100, DENVER, CO 80202  
 303.733.8800  
 1904 S. GARDEN ST., SUITE 100, DENVER, CO 80202  
 303.733.8800

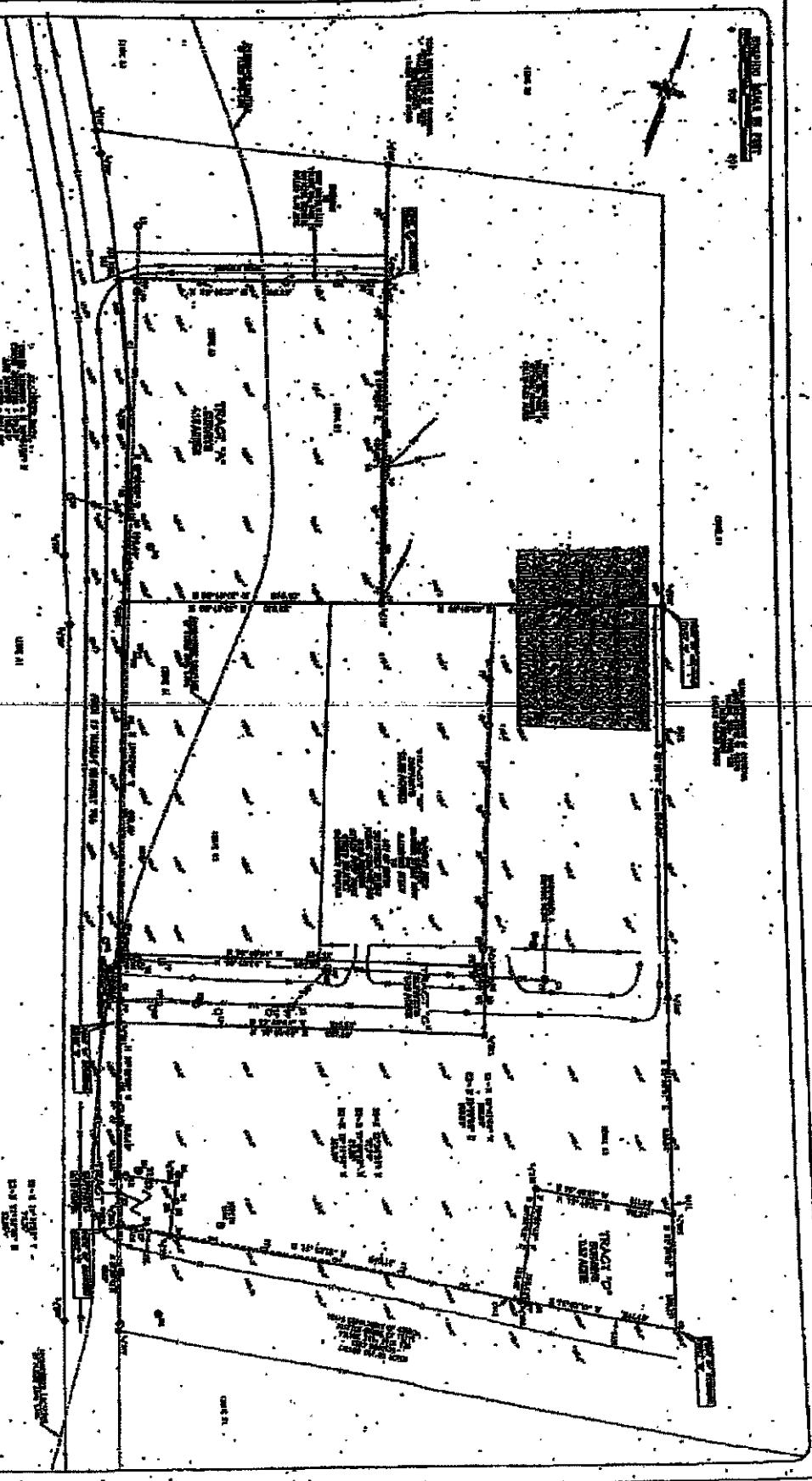
DIVISION SURVEY  
 SAKOBU LOCKEYARS LANDJOB ABSTRACT 26

DATE: 04/15/2010  
 DRAWN BY: JRM/CMH  
 SHEET 1 OF 1



CONTRACTOR'S CERTIFICATION  
 I, the undersigned, being a duly Licensed Professional Engineer, do hereby certify that I am a duly Licensed Professional Engineer in the State of Colorado, and that I am the author of the above described Survey, and that the same is a true and correct copy of the original on file in my office.

DATE: 04/15/2010  
 ENGINEER: JRM/CMH  
 PROJECT: SAKOBU LOCKEYARS LANDJOB ABSTRACT 26



PROPOSED SCALE: 1" = 40'

LEGAL DESCRIPTION  
0.64 ACRE  
ACCESS EASEMENT

EXHIBIT "C"

THE STATE OF TEXAS)  
THE COUNTY OF DEWITT)

BEING a 0.64 acre access easement situated in the Samuel Lockhart League, Abstract 28, DeWitt County, Texas, being a part of the remainder portion of that certain called 501 acre tract, styled First Tract, described in a Warranty Deed dated September 22, 1992 from Lisa J. Steen, Shannon Steen Mann and D. Jennings Steen to a City of Chico, recorded in Volume 358, Page 789 of the Deed Records of DeWitt County, Texas, and being a part of a 1.28 acre tract, styled Tract "C" (previously surveyed), said 0.64 acre access easement being described by metes and bounds as follows:

**BEGINNING** at a point in the northeast right-of-way line of Farm to Market Highway 766, in the southwest line of the remainder portion of said called 501 acre tract, styled First Tract, in the southwest line of said 1.28 acre tract, styled Tract "C" (previously surveyed) and for the south corner of the herein described easement, said point being located North 19°51'51" West, a distance of 25.00 feet from a found 5/8 inch steel rod for the south corner of said 1.28 acre tract, styled Tract "C" (previously surveyed) and for a west corner of a 16.65 acre tract, styled Tract "B" (previously surveyed);

**THENCE**, with the northeast right-of-way line of said F.M. Highway 766, North 19°51'51" West, a distance of 59.80 feet to a point in the southwest line of the remainder portion of said called 501 acre tract, styled First Tract, and for the west corner of the herein described easement, said point being located South 19°51'51" East, a distance of 25.00 feet from a found 5/8 inch steel rod for the west corner of said 1.28 acre tract, styled Tract "C" (previously surveyed) and for a west corner of a 16.65 acre tract, styled Tract "B" (previously surveyed);

**THENCE**, into the remainder portion of said called 501 acre tract, styled First Tract, North 70°40'04" East, a distance of 556.28 feet to a point in the northeast line of said 1.28 acre tract, styled Tract "C" (previously surveyed) and for the north corner of the herein described easement, said point being located South 19°19'55" East; a distance of 25.00 feet from a found 5/8 inch steel rod for the north corner of said 1.28 acre tract, styled Tract "C" (previously surveyed) and for a west corner of a 16.65 acre tract, styled Tract "B" (previously surveyed);

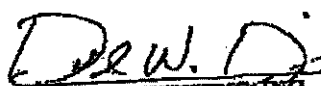
**THENCE**, continuing into the remainder portion of said called 501 acre tract, styled First Tract, South 19°19'55" East, a distance of 59.80 feet to a point in the northeast line of said 1.28 acre tract, styled Tract "C" (previously surveyed) and for the east corner of the herein described easement, said point being located North 19°19'55" West, a distance of 25.00 feet from a found 5/8 inch steel rod for the east corner of said 1.28 acre tract, styled Tract "C" (previously surveyed) and for a west corner of a 16.65 acre tract, styled Tract "B" (previously surveyed);

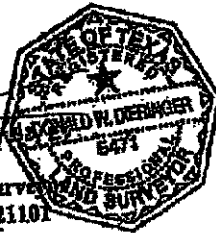
**THENCE**, continuing into the remainder portion of said called 501 acre tract, styled First Tract, South 70°40'04" West, a distance of 555.82 feet to **THE POINT OF BEGINNING CONTAINING**, within these metes and bounds 0.64 acre of land more or less.

Bearings are based on bearing of record in Volume 360, Page 139 of the Deed Records of DeWitt County, Texas.

Reference is made to that Plat accompanying this Legal Description.

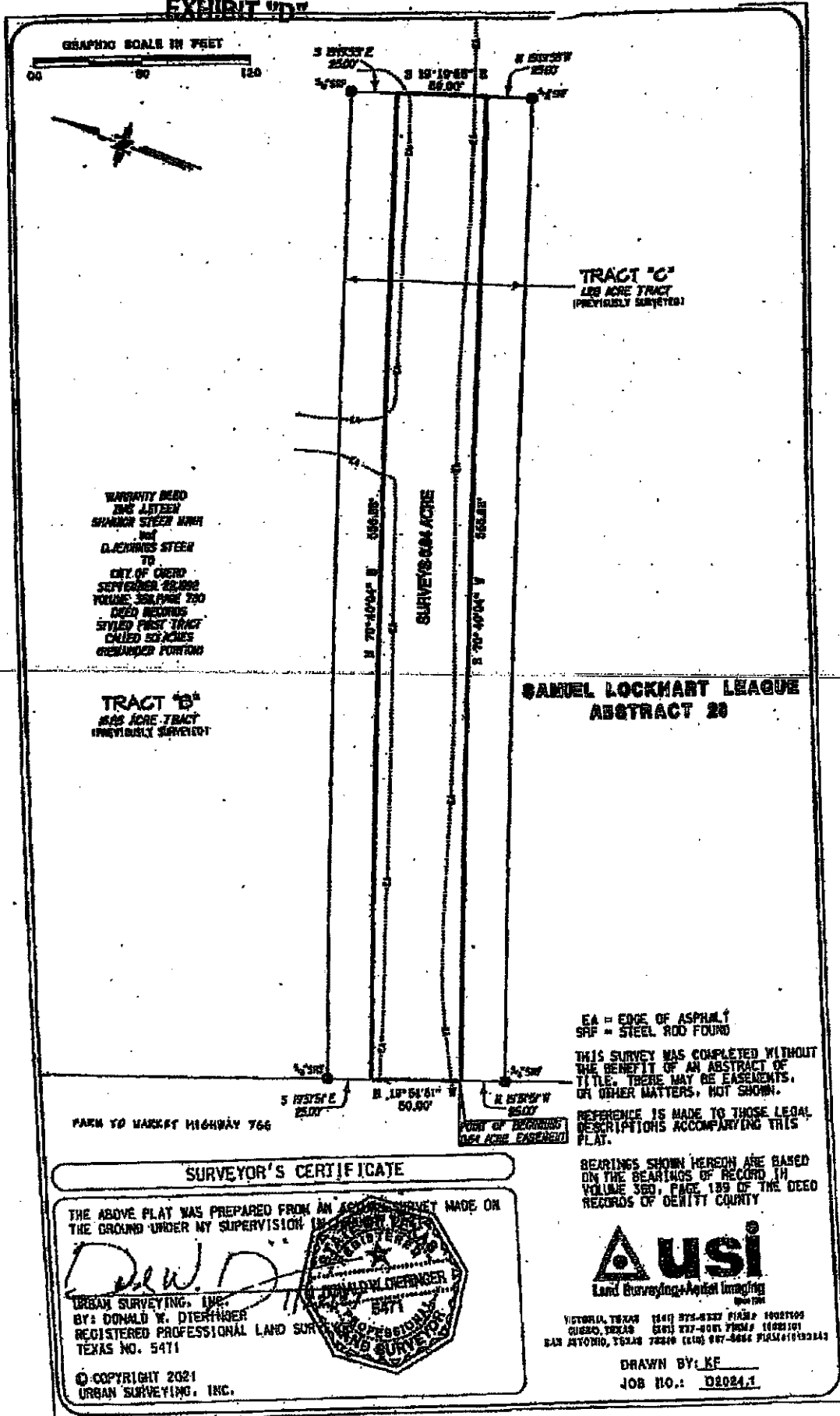
The above Legal Description was prepared from an actual survey made on the ground under my supervision in January 2021.

  
URBAN SURVEYING, INC.  
By: Donald W. Dieringer  
Registered Professional Land Surveyor  
Texas No. 5471 Firm #10021101



C2024.1 0.64 acre easement

**EXHIBIT "D"**



WARRANTY DEED  
 THE LATE  
 HENRY STEEN MAN  
 and  
 O. JAMES STEEN  
 TO  
 CITY OF CHERO  
 SEPTEMBER 22, 1992  
 VOLUME 388, PAGE 790  
 DEED RECORDS  
 STYLED FIRST TRACT  
 CALLED 50 ACRES  
 REMAINDER PORTION

**TRACT "B"**  
 183 ACRE TRACT  
 PREVIOUSLY SURVEYED

**TRACT "C"**  
 183 ACRE TRACT  
 (PREVIOUSLY SURVEYED)

**SAMUEL LOCKHART LEAGUE  
 ABSTRACT 20**

EA = EDGE OF ASPHALT  
 SRF = STEEL ROD FOUND

THIS SURVEY WAS COMPLETED WITHOUT  
 THE BENEFIT OF AN ABSTRACT OF  
 TITLE. THERE MAY BE EASEMENTS,  
 OR OTHER MATTERS, NOT SHOWN.

REFERENCE IS MADE TO THOSE LEGAL  
 DESCRIPTIONS ACCOMPANYING THIS  
 PLAT.

BEARINGS SHOWN HEREON ARE BASED  
 ON THE BEARINGS OF RECORD IN  
 VOLUME 388, PAGE 189 OF THE DEED  
 RECORDS OF DEWITT COUNTY

**SURVEYOR'S CERTIFICATE**

THE ABOVE PLAT WAS PREPARED FROM AN ASSESSMENT MADE ON  
 THE GROUND UNDER MY SUPERVISION IN

*Donald W. Dieringer*

URBAN SURVEYING, INC.  
 BY: DONALD W. DIERINGER  
 REGISTERED PROFESSIONAL LAND SURVEYOR  
 TEXAS NO. 5471

© COPYRIGHT 2021  
 URBAN SURVEYING, INC.

**ausi**  
 Land Surveying & Aerial Imaging

VICTORIA, TEXAS (409) 574-8822 FAX (409) 574-8822  
 CHERO, TEXAS (409) 237-8001 FAX (409) 237-8001  
 SAN ANTONIO, TEXAS 78248 (214) 887-8888 FAX (214) 887-8888

DRAWN BY: KE  
 JOB NO.: D2024.1