

First Amendment to Real Estate Sales Contract

This First Amendment to the Real Estate Sales Contract dated _____, 2022 to buy and sell real property between the Seguin Economic Development Corporation (“Seller”) and Maruichi Stainless Tube Texas Corporation (“Buyer”) is effective on the date of the last of the signatures by Seller and Buyer to this First Amendment (“Effective Date”).

A. Amendment

Section A.2. of the Real Estate Sales Contract dated _____, 2022, is hereby amended to read as follows:

A.2. Adjusted Purchase Price. The purchase price is an adjusted purchase price when it is adjusted based on a current Survey as described in paragraph C.3. below. The purchase price will be adjusted on the basis of the Survey to equal the product of Three Dollars and 00/100 (\$3.00) multiplied by the number of net square feet of surface area of the Land disclosed by the Survey (the “Purchase Price”). For purposes of this Amendment, “net square feet of surface area” shall mean the gross square feet of the surface of the Land disclosed by the Survey minus the gross square foot surface area of the Drainage Easement granted by the SEDC to United Alloy in c/o Thomas R. Baer, Manager of VME, LLC, dated June 20, 2020 and as attached hereto as Exhibit “A.”

B. Other Terms Unchanged

This Amendment shall be effective as of the Effective Date, and except as specifically amended by this Amendment, all other terms and conditions of the Real Estate Sales Contract dated _____ shall remain in full force and effect and shall be otherwise unaffected hereby.

(Signature page follows)

SELLER:

**SEGUIN ECONOMIC
DEVELOPMENT CORPORATION**

By: Joshua Schneuker, Executive Director

Date: _____, 2022

BUYER:

**MARUICHI STAINLESS TUBE TEXAS
CORPORATION**

By: Osamu Teshima

Its: _____

Date: _____, 2022

12
C14

202099015476



Notice of Confidentiality Rights: If You Are a Natural Person, You May Remove or Strike Any or All the Following Information from Any Instrument That Transfers an Interest in Real Property Before it Is Filed for Record in the Public Records: Your Social Security Number or Your Driver's License Number.

State of Texas §
 § **Know All By These Presents:**
County of Guadalupe §

Drainage Easement Dedication

Grantor: Seguin Economic Development Corporation

Grantor's Address: P.O. Box 591, Seguin, TX 78156

Grantee: United Alloy in c/o Thomas R. Baer, Manager of VME, LLC

Grantee's Address: 1400 Kennedy Road, Janesville, Wisconsin 53545

Purpose of Easement: All purposes relating to drainage, including lining, constructing, reconstructing, inspecting, patrolling, maintaining, and repairing storm drainage facilities, and grading as required to transition adjacent earthen or concrete slopes; relocating such facilities within the Servient Estate; removing from the Servient Estate all trees and parts thereof, and other obstructions that may interfere with the exercise of the rights granted hereunder; together with the right of ingress and egress over the Servient Estate for the purpose of exercising all other rights hereby granted.

Servient Estate: Being a 1.8198-acre (79,269.9 sq. ft.) tract of land situated in the Humphries Branch Survey, Survey No. 17, Abstract No. 6, and a portion of the City of Seguin, Guadalupe County, Texas, being a portion of William Street (Not open on the ground), as shown on a plat of the Baxter Addition to the City of Seguin recorded in Volume 21, Page 209 of the Deed Records of Guadalupe County, Texas, and a portion of the remainder of a 60.95 acre Tract in a General Warranty Deed to Seguin Economic Development Corporation recorded under Document Number 2019901434 of the Official Public Records of Guadalupe County, Texas; said 1.8198-acre (79,269.9 sq. ft.) tract of land being more particularly described with bearings referenced to the Texas Coordinate System of 1983, South

Central Zone, on **Exhibit A**, which is incorporated herein by reference for all purposes as if it were fully set forth (the “**Easement Property**”).

For Ten Dollars in hand paid, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and for and in consideration of the benefits accruing to Grantor, and to Grantor's other property, Grantor grants, dedicates, and conveys to Grantee and to the public generally, an easement in gross in perpetuity over, across, under, and upon the Servient Estate (the “**Easement**”). The Easement may be used only for the Purpose of Easement stated above. Grantor covenants for itself and its successors and assigns that no permanent building or obstruction of any kind will be placed on the Servient Estate.

To Have and To Hold the above described Easement and rights appurtenant thereto unto the Grantee and the public until their use is abandoned.

1. *Warranty of Title.* Grantor binds itself, its heirs, executors, successors, and assigns, to warrant and forever defend all and singular the above described easement and rights unto the public against every person whomsoever lawfully claiming or to claim the same or any part thereof.

2. *Character of Easement.* The Easement is nonexclusive and irrevocable. The Easement shall run with the land with respect to the 1.8198-acre (79,269.9 sq. ft.) tract of land and is for the benefit of Grantee and Grantee’s successors and assigns (as applicable, the “**Grantee**”).

3. *Reservation of Rights.* Grantee’s right to use the Easement Property is nonexclusive, and Grantor reserves for Grantor and Grantor’s heirs, successors, and assigns the right to use all or part of the Easement Property in conjunction with Grantee as long as such use by Grantor and Grantor’s heirs, successors, and assigns does not interfere with the use of the Easement Property by Grantee for the Easement Purpose, and the right to convey to others the right to use all or part of the Easement Property in conjunction with Grantee, as long as such further conveyance is subject to the terms of this agreement.

4. *Secondary Easement.* Grantee has the right (the “**Secondary Easement**”) to use as much of the surface of the property that is adjacent to the Easement Property (“**Adjacent Property**”) as may be reasonably necessary to achieve the Easement Purpose within the Easement Property that are reasonably suited for the Easement Purpose. However, Grantee must promptly restore the Adjacent Property to its previous physical condition if changed by use of the rights granted by this Secondary Easement.

5. *Improvement and Maintenance of Easement Property.* By accepting this easement, Grantee assumes the duty to maintain the Servient Estate for cosmetic purposes. Grantee’s sole rights and duties under this instrument relate to drainage.

Improvement and maintenance of the Easement Property and the drainage channel will be at the sole expense of Grantee. Grantee has the right to eliminate any encroachments into the Easement Property that interfere with the Easement Purpose. Grantee must maintain the Easement Property in a neat and clean condition. Grantee has the right to construct, install, and maintain the drainage channel under or across any portion of the Easement Property. All matters concerning the drainage channel and its configuration, construction, installation, maintenance, replacement, and removal are at Grantee's sole discretion, subject to performance of Grantee's obligations under this agreement. Grantee has the right to remove or relocate any fences within the Easement Property or along or near its boundary lines if reasonably necessary to construct, install, maintain, replace, or remove the drainage channel, subject to replacement of the fences to their original condition on the completion of the work

6. *Equitable Rights of Enforcement.* This Easement may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm, and will be obtainable only by the parties to or those benefited by this agreement; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.

7. *Binding Effect.* This agreement binds and inures to the benefit of the parties and their respective heirs, successors, and permitted assigns.

8. *Choice of Law.* This agreement will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in the county or counties in which the Easement Property is located.

9. *Counterparts.* This agreement may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

11. *Waiver of Default.* It is not a waiver of or consent to default if the non-defaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this agreement does not preclude pursuit of other remedies in this agreement or provided by law.

12. *Further Assurances.* Each signatory party agrees to execute and deliver any additional documents and instruments and to perform any additional acts necessary or appropriate to perform the terms, provisions, and conditions of this agreement and all transactions contemplated by this agreement.

14. *Integration.* This agreement contains the complete agreement of the parties and cannot be varied except by written agreement of the parties. The parties agree that there are no oral agreements, representations, or warranties that are not expressly set forth in this agreement.

15. *Legal Construction.* If any provision in this agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof, and this agreement will be construed as if the unenforceable provision had never been a part of the agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Article and section headings in this agreement are for reference only and are not intended to restrict or define the text of any section. This agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.

16. *Notices.* Any notice required or permitted under this agreement must be in writing. Any notice required by this agreement will be deemed to be delivered (whether actually received or not) when 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 also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

17. *Recitals.* Any recitals in this agreement are represented by the parties to be accurate, and constitute a part of the substantive agreement.

(Signature and acknowledgment appear on next page)

Witness my hand, this 8th day of June, 2020.

SEGUIN ECONOMIC DEVELOPMENT
CORPORATION,
A Texas corporation

By: *Joshua Schneuer*
Name: Joshua Schneuer
Title: Executive Director

STATE OF TEXAS §
COUNTY OF GUADALUPE §

This instrument was acknowledged before me on this 8th day of June,
2020, by Joshua Schneuer, the Executive Director for Seguin Economic
Development Corporation, a Texas corporation.



Brittney Watson
Notary Public, State of Texas

Brittney Watson
(Name – typed or Printed)

7-13-2022
(Date Commission Expires)

AGREED;

UNITED ALLOY, by Thomas R. Baer, Managing Partner of VME, LLC

By: Thomas Baer
Name: Thomas R. Baer
Title: Managing Partner

STATE OF Wisconsin §
COUNTY OF Rock §

This instrument was acknowledged before me on this 12th day of June 2020, by Thomas R. Baer, the Managing Partner of VME, LLC.

D. Dillon
Notary Public, State of Wisconsin

Duffy Dillon
(Name – typed or Printed)

My commission is permanent.
(Date Commission ~~Expires~~)



Exhibit A



3100 Alvin Devane Boulevard, Suite 150
Austin, Texas 78741-7425
Tel: 512.441.9493
Fax: 512.445.2286
www.jonescarter.com

EXHIBIT " "

Drainage Easement

LEGAL DESCRIPTION

BEING a 1.8198-acre (79,269.9 sq. ft.) tract of land situated in the Humphries Branch Survey, Survey No. 17, Abstract No. 6, and a portion of the City of Segun, Guadalupe County, Texas, being a portion of William Street (Not Open on the Ground), as shown on a plat of the Baxter Addition to the City of Seguin recorded in Volume 21, Page 209 of the Deed Records of Guadalupe County, Texas, and a portion of the remainder of a 60.95 acre Tract in a General Warranty Deed to Seguin Economic Development Corporation recorded under Document Number 20199014434 of the Official Public Records of Guadalupe County, Texas; said 1.8198-acre (79,269.9 sq. ft.) tract of land being more particularly described as follows with bearings referenced to the Texas Coordinate System of 1983, South Central Zone:

BEGINNING at a 1/2" iron rod found with cap marked "Tri County" on the Northerly right-of-way line of said William Street (Not Open on the Ground), the Eastern line of Eighth Street (55' R.O.W.), being the Southwesterly corner of Lot 1 of the 8th Street Industrial Park Unit 1 as shown on a plat recorded in Vol. 9, Pg. 227 of the Plat Records of Guadalupe County, Texas, called Lot 1 in a Special Warranty Deed to VME, LLC recorded under Document Number 202099003894 of the Official Public Records of Guadalupe County, Texas, for the Northwestern corner of this herein described tract;

THENCE: North 88°27'10" East a distance of 1761.38 feet along the Southern line of said Lot 1, the Northern line of said remainder of a 60.95 acre Tract and of William Street (Not Open on the Ground) to a calculated point for the Southeastern corner of said Lot 1 of the 8th Street Industrial Park Unit 1, the Southwestern corner of a 0.50 acre tract as described in an Executors' Deed to Eduardo Cruz in Volume 2203, Page 960 of the Official Public Records of Guadalupe County, Texas, for the Northeastern corner of this herein described tract;

THENCE: South 01°32'50" East a distance of 45.00 feet across the remainder of the said 60.95 acre Tract and of William Street (Not Open on the Ground) to a calculated point for the Southeastern corner of this herein described tract;

THENCE: South 88°27'10" West a distance of 1761.71 feet continuing across the remainder of the said 60.95 acre Tract and of William Street (Not Open on the Ground) to a calculated point on the Western line of said remainder of a 60.95 acre Tract, the Eastern line of said Eighth Street, from which a 1/2" iron rod found with cap marked "Tri County" for the Southwestern corner of said remainder of a 60.95 acre Tract bears South 01°07'47" East a distance of 602.90 feet;

THENCE North 01°07'47" West a distance of 45.00 feet along the Western line of the remainder of the said 60.95 acre Tract, the Eastern line of said Eighth Street to the POINT OF BEGINNING and CONTAINING an area of 1.8198-acres (79,269.9 sp. ft.) of land.



Rex L. Hackett
Registered Professional Land Surveyor No. 5573

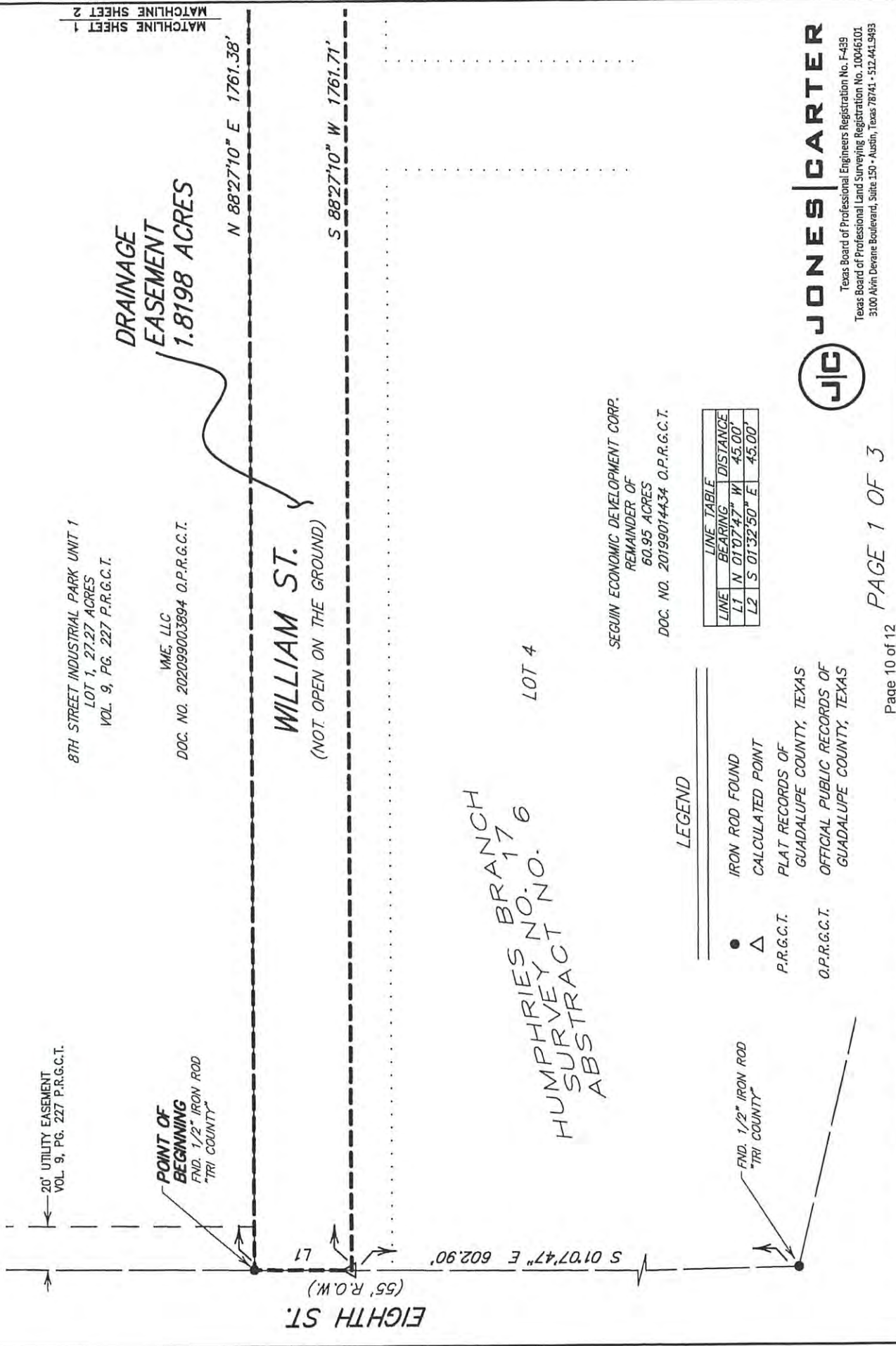
04-23-2020

Date



SKETCH TO ACCOMPANY LEGAL DESCRIPTION

SCALE 1" = 60'



MATCHLINE SHEET 1
MATCHLINE SHEET 2

8TH STREET INDUSTRIAL PARK UNIT 1
LOT 1, 27.27 ACRES
VOL. 9, PG. 227 P.R.G.C.T.

VME, LLC
DOC. NO. 202099003894 O.P.R.G.C.T.

WILLIAM ST.
(NOT OPEN ON THE GROUND)

SEGUIN ECONOMIC DEVELOPMENT CORP.
REMAINDER OF
60.95 ACRES
DOC. NO. 20199014434 O.P.R.G.C.T.

LEGEND

- IRON ROD FOUND
- △ CALCULATED POINT
- P.R.G.C.T. PLAT RECORDS OF GUADALUPE COUNTY, TEXAS
- O.P.R.G.C.T. OFFICIAL PUBLIC RECORDS OF GUADALUPE COUNTY, TEXAS

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 01°07'47" W	45.00'
L2	S 01°32'50" E	45.00'

J/C **JONES CARTER**

Texas Board of Professional Engineers Registration No. F-489
Texas Board of Professional Land Surveying Registration No. 10046101
3100 Alvin Deane Boulevard, Suite 150 - Austin, Texas 78741 - 512.441.9493

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

SCALE 1" = 60'

HUMPHRIES BRANCH
SURVEY NO. 176
ABSTRACT NO. 6

8TH STREET INDUSTRIAL PARK UNIT 1
LOT 1, 27.27 ACRES
VOL. 9, PG. 227 P.R.G.C.T.

VME, LLC
DOC. NO. 202099003894 O.P.R.G.C.T.

N 88°27'10" E 1761.38'

WILLIAM ST.

(NOT OPEN ON THE GROUND)
S 88°27'10" W 1761.71'

DRAINAGE
EASEMENT
1.8198 ACRES

MATCHLINE SHEET 2
MATCHLINE SHEET 3

MATCHLINE SHEET 1
MATCHLINE SHEET 2

LOT 4

LOT 3

LOT 4

BLOCK 10

SEGUIN ECONOMIC DEVELOPMENT CORP.
REMAINDER OF
60.95 ACRES
DOC. NO. 20199014434 O.P.R.G.C.T.

SECOND ST.
(NOT OPEN ON THE GROUND)

LEGEND

- IRON ROD FOUND
- △ CALCULATED POINT
- P.R.G.C.T. PLAT RECORDS OF GUADALUPE COUNTY, TEXAS
- O.P.R.G.C.T. OFFICIAL PUBLIC RECORDS OF GUADALUPE COUNTY, TEXAS



JONES CARTER
Texas Board of Professional Engineers Registration No. F-439
Texas Board of Professional Land Surveying Registration No. 10046101
3100 Alvin DeWane Boulevard, Suite 150 - Austin, Texas 78741 • 512-441-9493

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

SCALE 1" = 60'

HUMPHRIES BRANCH
SURVEY NO. 17 6
ABSTRACT NO. 6

8TH STREET INDUSTRIAL PARK UNIT 1
LOT 1, 27.27 ACRES
VOL. 9, PG. 227 P.R.G.C.T.

VME, LLC
DOC. NO. 202099003894 O.P.R.G.C.T.

DRAINAGE
EASEMENT
1.8198 ACRES

Eduardo Cruz
0.5 Ac.
VOL. 2203,
Pg. 960

N 88°27'10" E 1761.38'

WILLIAM ST.

(NOT OPEN ON THE GROUND)

S 88°27'10" W 1761.71'

THIRD ST.
(NOT OPEN ON THE GROUND)

LOT 4

LOT 3

LOT 17

LOT 16

LOT 15

LOT 14

BLOCK 10

SEGUIN ECONOMIC DEVELOPMENT CORP.
REMAINDER OF
60.95 ACRES
DOC. NO. 20199014434 O.P.R.G.C.T.

LEGEND

- IRON ROD FOUND
- △ CALCULATED POINT
- P.R.G.C.T. PLAT RECORDS OF GUADALUPE COUNTY, TEXAS
- O.P.R.G.C.T. OFFICIAL PUBLIC RECORDS OF GUADALUPE COUNTY, TEXAS

LINE	BEARING	DISTANCE
L1	N 01°07'47" W	45.00'
L2	S 01°32'50" E	45.00'



RJC
04-23-2020



Texas Board of Professional Engineers Registration No. F-499
Texas Board of Professional Land Surveying Registration No. 10046101
3100 Alvin Deane Boulevard, Suite 150 - Austin, Texas 78741 • 512.441.9493



This page has been added by the Guadalupe County Clerk's office to comply with the statutory requirement that the recording information shall be placed at the foot of the record.

202099015476

I certify this instrument was FILED and RECORDED
in the OFFICIAL PUBLIC RECORDS
of Guadalupe County, Texas on
06/22/2020 10:42:12 AM PAGES: 13 JEANNE
TERESA KIEL, COUNTY CLERK



Teresa Kiel