

FINAL WAIVER OF LIEN RIGHTS

FROM: Lester Contracting, Inc. (Contractor)

TO: City of Port Lavaca (Owner)

PROJECT: City of Port Lavaca Downtown Waterfront Public Access Improvements - Parking Lot & Sidewalk Improvements

1. The undersigned does hereby waive, release, and surrender any claim, lien, or right of lien resulting from labor, skill, and/or materials, subcontract work, equipment, or other work, rent services, or supplies, heretobefore furnished in and for the construction improvement, alteration or additions to the above-described project prior to the date hereof.
2. The undersigned further states that "Pay Estimate No. 4 Final & Retainage" attached hereto, as it relates to construction costs payable pursuant to its construction contract with the City of Port Lavaca is accurate as of the date hereof and that there are no mechanics' or materialmen's liens outstanding at the date of this Waiver. All due and payable bills with respect to the work performed by CONTRACTOR have been paid to date or are included in the amount requested in the attached Final Pay Estimate and there is no known basis for the filing of any mechanics' or materialmen's liens against the land or improvements of the OWNER; and waivers from all subcontractors and materialmen of subcontractor for work done and materials furnished have been obtained in such form as to constitute an effective waiver of all such liens under the laws of the State of Texas.
3. This Waiver of Lien Rights:
 - a. is given to secure payment for the work under the CONTRACTOR'S construction contract in the amount of \$241,588.75 as indicated in the attached Pay Estimate No. 4 Final & Retainage;
 - b. will be fully effective upon receipt of said payment in full.
4. In further consideration of the payment as above set forth, and to induce the OWNER to make said payment, the undersigned agrees to defend and hold harmless the OWNER, City of Port Lavaca, OWNER'S lender, and/or any principal or surety from any claims hereinafter made by the undersigned and/or its employees, agents, servants, or assigns of such parties against the project.
5. The undersigned further states that upon receipt of the amount specified in Section 3(a) above, CONTRACTOR will have been fully paid for all sums due from OWNER under the construction contract and due from and after such receipt CONTRACTOR shall have no right or claim to any further payment from OWNER for any materials furnished or work performed by CONTRACTOR or by any person or entity claiming by, through, or under CONTRACTOR.

6. It is acknowledged that the designation of the above project constitutes an adequate description of the property and improvements for the purposes of this instrument.

Dated this 10th day of September, 2026.

Lester Contracting, Inc.

[Signature]
(Signature)

By: Ken Lester, Jr.

Title: President

STATE OF Texas §
COUNTY OF Calhoun §
§

The foregoing Final Waiver of Lien Rights was subscribed and sworn to me this 10th day of September, 2026, by Ken Lester, Jr., as President of Lester Contracting, Inc.

WITNESS MY HAND AND OFFICIAL SEAL.



[Signature]
Notary Public Signature

Leah Sparks
Printed Name

September 12, 2028
Commission Expires