

REAL ESTATE CONTRACT

Liberty Hill Bypass – Parcel 40

THIS REAL ESTATE CONTRACT (“Contract”) is made by and between **MARTHA JANE BEITER and KEVIN M. BEITER** (referred to in this Contract collectively as “Seller”) and **WILLIAMSON COUNTY, TEXAS** (referred to in this Contract as “Purchaser”), upon the terms and conditions set forth in this Contract.

ARTICLE I PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

All of that certain 11.122 acre tract of land in the Joseph M. Glasscock Survey, Abstract No. 254, Williamson County, Texas, and being a portion of a called 106.42 acre tract of land conveyed to Martha Jane Beiter, recorded in Document Nos. 2014093154 and 2014093154 of the Official Public Records of Williamson County, Texas; said 11.122 acre tract being more fully described by metes and bounds in Exhibit “A”, attached hereto and incorporated herein;

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the “Property”), and any improvements situated on and attached to the Property described in Exhibit “A” not otherwise agreed herein to be retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Property shall be the sum of THREE MILLION DOLLARS AND 00/100 (\$3,000,000).

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash at the Closing.

ARTICLE III PURCHASER’S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the closing.

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's current actual knowledge:

- (1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than as previously disclosed to Purchaser;
- (2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof;

The Property herein is being conveyed to Purchaser under threat of condemnation.

ARTICLE V CLOSING

Closing Date

5.01. The Closing shall be held at the office of Texas National Title Company on or before October 19, 2022, or at such time, date, and place as Seller and Purchaser may otherwise agree, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to all of the Property described in Exhibit "A", free and clear of any and all liens and restrictions, except for the following:

- (a) General real estate taxes for the year of closing and subsequent years not yet due and payable;
- (b) Any exceptions approved by Purchaser pursuant to Article III hereof; and
- (c) Any exceptions approved by Purchaser in writing.

(2) The Deed shall be in the form as shown in Exhibit "B" attached hereto and incorporated herein.

(3) Provide reasonable assistance as requested, at no cost to Seller, to cause Title Company to issue Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

- (a) The boundary and survey exceptions shall be deleted;
- (b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and
- (c) The exception as to the lien for taxes shall be limited to the year of Closing and shall be endorsed "Not Yet Due and Payable".
- (d) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

- (a) Pay the cash portion of the Purchase Price.

Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing, but shall otherwise be the obligation of the Seller to satisfy. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation, but shall otherwise be the continuing obligation of Seller to fully satisfy. Agricultural roll-back taxes, if any, which directly result from the completion of this transaction and conveyance shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

- (1) Owner's Title Policy and survey to be paid by Purchaser.
- (2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.
- (3) All other closing costs shall be paid by Purchaser.
- (4) Attorney's fees paid by each respectively.

ARTICLE VI BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made then Seller shall receive the amount of \$500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

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

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10 This Contract shall be effective as of the date it is approved by Williamson County, Texas which date is indicated beneath the County Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

Leaseback

8.12 At Closing, the parties shall enter into a written Grazing Lease agreement (the "Leaseback Agreement") wherein Purchaser, as Lessor, shall lease back to Seller, as Lessee, the portion shown as an exhibit to the Grazing Lease attached hereto and incorporated herein for all purposes as Exhibit "C."

[signature page follows]

SELLER:

Martha Jane Beiter
Martha Jane Beiter

Address: 400 Stablefield Lane
Liberty Hill, TX 78642

Date: 9/19/2022

SELLER:

Kevin M. Beiter
Kevin M. Beiter

Address: 400 Stablefield Lane
Liberty Hill, TX 78642

Date: 9/19/2022

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Date: _____

EXHIBIT "A"

County: Williamson
Parcel No.: 40ROW
Tax ID: R022213
Highway: SH 29 Liberty Hill Bypass
Limits: From: CR 279
To: R.M. 1869

METES AND BOUNDS DESCRIPTION FOR PARCEL 40ROW

FOR A 11.122 ACRE TRACT OF LAND SITUATED IN THE JOSEPH M. GLASSCOCK SURVEY, ABSTRACT NO. 254, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF A CALLED 106.42 ACRE TRACT OF LAND CONVEYED TO MARTHA JANE BEITER, RECORDED IN DOCUMENT NOS. 2014093154 AND 2014093155 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 11.122 ACRE TRACT OF LAND BEING SURVEYED ON THE GROUND BY DIAMOND SURVEYING DURING THE MONTH OF OCTOBER 2020, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2" iron rod found (Surface Coordinates: N=10213084.07, E=3052864.71) monumenting the southeast corner of the called 21.63 acre tract of land conveyed to Williamson County, Texas, recorded in Document No. 2018056429 of the Official Public Records of Williamson County, Texas and the southwest corner of the called 10.00 acre tract of land conveyed to Terrell K. Gauny, recorded in Document No. 2015018466 of the Official Public Records of Williamson County, Texas, same being on the north boundary line of said 106.42 acre Beiter tract, from which a 1/2" iron rod found monumenting an angle point on the east boundary line of said 21.63 acre Williamson County, Texas tract and the west boundary line of said 10.00 acre Gauny tract, bears N 16°18'40" W for a distance of 145.38 feet;

THENCE, N 68°53'08" E with said north boundary line of the 106.42 acre Beiter tract and the south boundary line of said 10.00 acre Gauny tract, for a distance of 200.36 feet to a 5/8" iron rod set with aluminum cap marked "Williamson County" (Surface Coordinates: N=10213156.24, E=3053051.61), being 150.00 feet right of Proposed State Highway 29 Liberty Hill Bypass Engineer's Baseline Station 415+92.88, for the northwest corner and **POINT OF BEGINNING** hereof;

THENCE, **N 68°53'08" E** with said north boundary line of the 106.42 acre Beiter tract and said south boundary line of the 10.00 acre Gauny tract, for a distance of **225.88 feet** to a 5/8" iron rod set with aluminum cap marked "Williamson County" on the southeast corner of said 10.00 acre Gauny tract and the southwest corner of the called 15.692 acre tract of land (Tract 1) conveyed to Casey Pezold, recorded in Document No. 2018072328 of the Official Public Records of Williamson County, Texas, being 43.02 feet left of Proposed State Highway 29 Liberty Hill Bypass Engineer's Baseline Station 417+10.22, for an angle point hereof;

County: Williamson
Parcel No.: 40ROW
Tax ID: R022213
Highway: SH 29 Liberty Hill Bypass
Limits: From: CR 279
To: R.M. 1869

THENCE, with said north boundary line of the 106.42 acre Beiter tract and the south boundary line of said 15.692 acre Pezold tract, the following two (2) courses and distances:

1. **N 67°42'57" E** for a distance of **65.39 feet** to a 1/2" iron rod found, being 99.58 feet left of Proposed State Highway 29 Liberty Hill Bypass Engineer's Baseline Station 417+43.04, for an angle point hereof;
2. **N 78°12'17" E** for a distance of **66.43 feet** to a 5/8" iron rod set with aluminum cap marked "Williamson County", being 150.00 feet left of Proposed State Highway 29 Liberty Hill Bypass Engineer's Baseline Station 417+86.28, for the northeast corner hereof, from which a 1/2" iron rod found monumenting an angle point on said north boundary line of the 106.42 acre Beiter tract and said south boundary line of the 15.692 acre Pezold tract, bears N 78°12'17" E for a distance of 14.53 feet;

THENCE, **S 52°24'35" E** through the interior of said 106.42 acre Beiter tract, passing at a distance of 245.90 feet, a calculated point on the Beginning of Control of Access, being 150.00 feet left of Proposed State Highway 29 Liberty Hill Bypass Engineer's Baseline Station 420+32.18, and continuing for an additional distance of 566.20 feet, a calculated point on the End of Control of Access, being 150.00 feet left of Proposed State Highway 29 Liberty Hill Bypass Engineer's Baseline Station 425+98.38, in all a total distance **1304.68 feet** to a 5/8" iron rod set with aluminum cap marked "Williamson County" on the south boundary line of said 106.42 acre Beiter tract, same being on the north boundary line of the called 5.010 acre tract of land (Tract 2) conveyed to Car-Ma Family Limited Partnership, recorded in Document No. 2018093046 of the Official Public Records of Williamson County, Texas, being 150.00 feet left of Proposed State Highway 29 Liberty Hill Bypass Engineer's Baseline Station 430+90.96, for the southeast corner hereof, from which a 1/2" iron rod found monumenting the southeast corner of said 106.42 acre Beiter tract and the northeast corner of said 5.010 acre Car-Ma Family Limited Partnership tract, same being on the west right-of-way line of Stubblefield Lane, bears N 68°30'39" E for a distance of 561.97 feet;

County: Williamson
Parcel No.: 40ROW
Tax ID: R022213
Highway: SH 29 Liberty Hill Bypass
Limits: From: CR 279
To: R.M. 1869

THENCE, with said south boundary line of the 106.42 acre Beiter tract and said north boundary line of the 5.010 acre Car-Ma Family Limited Partnership tract, the following two (2) courses and distances:

1. **S 68°30'39" W** for a distance of **247.49 feet** to an iron rod found with cap marked "3DS", being 62.32 feet right of Proposed State Highway 29 Liberty Hill Bypass Engineer's Baseline Station 429+63.78, for an angle point hereof;
2. **S 68°49'02" W** for a distance of **102.54 feet** to a 5/8" iron rod set with aluminum cap marked "Williamson County", being 150.00 feet right of Proposed State Highway 29 Liberty Hill Bypass Engineer's Baseline Station 429+10.63, for the southwest corner hereof, from which an iron rod found with cap marked "3DS" monumenting the northwest corner of said 5.010 acre Car-Ma Family Limited Partnership tract and an angle point in the north boundary line of the called 90.451 acre tract of land (Tract 1) conveyed to Car-Ma Family Limited Partnership, recorded in said Document No. 2018093046, same being on said south boundary line of the 106.42 acre Beiter tract, bears S 68°49'02" W for a distance of 183.09 feet;

THENCE, through the interior of said 106.42 acre Beiter tract, the following five (5) courses and distances:

1. **N 52°24'35" W** passing at a distance of 48.92 feet, a calculated point on the End of Control of Access, being 150.00 feet right of Proposed State Highway 29 Liberty Hill Bypass Engineer's Baseline Station 428+61.71, in all a total distance of **500.32 feet** to a 5/8" iron rod set with aluminum cap marked "Williamson County", being 150.00 feet right of Proposed State Highway 29 Liberty Hill Bypass Engineer's Baseline Station 424+10.31, for an angle point hereof;
2. **S 37°35'25" W** for a distance of **196.92 feet** to a 5/8" iron rod set with aluminum cap marked "Williamson County", being 346.93 feet right of Proposed State Highway 29 Liberty Hill Bypass Engineer's Baseline Station 424+10.31, for an angle point hereof;
3. **N 67°24'35" W** for a distance of **250.00 feet** to a 5/8" iron rod set with aluminum cap marked "Williamson County", being 411.63 feet right of Proposed State Highway 29 Liberty Hill Bypass Engineer's Baseline Station 421+68.83, for an angle point hereof;
4. **N 07°24'35" W** for a distance of **370.00 feet** to a 5/8" iron rod set with aluminum cap marked "Williamson County", being 150.00 feet right of Proposed State Highway 29


County: Williamson
Parcel No.: 40ROW
Tax ID: R022213
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Liberty Hill Bypass Engineer's Baseline Station 419+07.20, for an angle point hereof, from which a calculated point on the Beginning of Control of Access, being 150.00 feet right of Proposed State Highway 29 Liberty Hill Bypass Engineer's Baseline Station 420+09.12, bears S 52°24'35" E for a distance of 101.92 feet;

5. **N 52°24'35" W** for a distance of **314.32 feet** to the **POINT OF BEGINNING** hereof and containing 11.122 acres of land more or less.

Bearing Basis: NAD-83, Texas Central Zone (4203) State Plane System. Coordinates and Distances shown hereon are surface based on a combined surface adjustment factor or 1.00014.

A drawing has been prepared to accompany this metes and bounds description.

 **DIAMOND SURVEYING, INC.**
116 SKYLINE ROAD, GEORGETOWN, TX 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NUMBER 10006900



January 12, 2021

SHANE SHAFER, R.P.L.S. NO. 5281

DATE



Z:\WILLIAMSON COUNTY PSA PROJECTS\2020 Liberty Hill SH 29 Bypass WA#1\PARCELS FINAL LTS SURVEYS\PARCEL 40 ROW\PARCEL 40ROW SH 29 BYPASS LH M&B.doc

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 11.122 ACRE TRACT OF LAND SITUATED IN THE JOSEPH M. GLASSCOCK SURVEY, ABSTRACT NO. 254, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF A CALLED 106.42 ACRE TRACT OF LAND CONVEYED TO MARTHA JANE BEITER, RECORDED IN DOCUMENT NOS. 2014093154 AND 2014093155 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. PROPERTY ADDRESS: 400 STUBBLEFIELD LN, LIBERTY HILL, TX 78642

SCALE: 1" = 100'

CASEY PEZOLD
TRACT 1 - CALLED 15.692 AC.
DOC. NO. 2018072328

MARTHA JANE BEITER
CALLED 106.42 ACRES
DOC. NO. 2014093154
DOC. NO. 2014093155

BEGIN COA
420+32.18
150.00' LT.
R022213

PARCEL 40ROW
11.122 ACRES
R022213

TERRELL K. GAUNY
CALLED 10.00 ACRES
DOC. NO. 2015018466

WILLIAMSON COUNTY, TEXAS
SH 29 RIGHT OF WAY
CALLED 21.63 AC,
DOC. NO. 2018056429

P.O.C.
SURFACE COORDINATES:
N=10213084.07
E=3052864.71

P.O.B.
SURFACE COORDINATES:
N=10213156.24
E=3053051.61

JOSEPH M. GLASSCOCK SURVEY
ABSTRACT NO. 254

MARTHA JANE BEITER
CALLED 106.42 ACRES
DOC. NO. 2014093154
DOC. NO. 2014093155

R022213

LINE	BEARING	DISTANCE
L1	N67°42'57"E	65.39'
L2	N78°12'17"E	66.43'
L3	N67°24'35"W	250.00'
L4	N78°12'17"E	14.53'

421+68.83
411.63' RT.

PARCEL 40ROW
SHEET 1 OF 4

<> DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NO. 10006900

MATCHLINE SHEET 2

PROPERTY ADDRESS: 400 STUBBLEFIELD LN, LIBERTY HILL, TX 78642

MARTHA JANE BEITER
CALLED 106.42 ACRES
DOC. NO. 2014093154
DOC. NO. 2014093155

SCALE: 1"= 100'



STUBBLEFIELD
LANE

W/CAP
NON-LEGIBL

PON

ROCK SURVEY
R022213
PARCEL 40ROW
11.122 ACRES
254

R022213

CAR-MA FAMILY
LIMITED PARTNERSHIP
CALLED 5.010 ACRES
(TRACT 2)
DOC. NO. 2018093046

DOC. NO. 2018093046
(TRACT 1)
CALLED 90.451 ACRES
CAR-MA FAMILY
LIMITED PARTNERSHIP

PROPOSED R.O.W. N52°24'35"W 500.32

MARTHA JANE BEITER
CALLED 106.42 ACRES
DOC. NO. 2014093154
DOC. NO. 2014093155

FEMA ZONE "X"

APPROX. FEMA LINE
"X" (SHADED)

CAR-MA FAMILY
LIMITED PARTNERSHIP
CALLED 90.451 ACRES
(TRACT 1)
DOC. NO. 2018093046

PARCEL 40ROW
SHEET 2 OF 4

<> DIAMOND SURVEYING, INC.

116 SKYLINE ROAD, GEORGETOWN, TEXAS 78622
(512) 931-3100
T.B.P.E.L.S. FIRM NO. 10006900

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 11.122 ACRE TRACT OF LAND SITUATED IN THE JOSEPH M. GLASSCOCK SURVEY, ABSTRACT NO. 254, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF A CALLED 106.42 ACRE TRACT OF LAND CONVEYED TO MARTHA JANE BEITER, RECORDED IN DOCUMENT NOS. 2014093154 AND 2014093155 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. PROPERTY ADDRESS: 400 STUBBLEFIELD LN, LIBERTY HILL, TX 78642

LEGEND

●	IRON ROD FOUND
⊙	IRON ROD SET WITH ALUMINUM CAP MARKED "WILLIAMSON COUNTY"
▽	CALCULATED POINT
•WELL	WELL
•WF	WATER FAUCET
•WV	WATER VALVE
•PVC-V	2" PVC VENT
•PVC-R	2" PVC RISER
•SP	SEPTIC PUMP COVER
•EB	ELECTRIC BOX
○OO	CLEAN OUT
X — X —	WIRE FENCE
---	APPROXIMATE FEMA LINE
---	PROPOSED RIGHT-OF-WAY
---	ENGINEER'S BASELINE
HH — HH —	CONTROL OF ACCESS LINE
COA	CONTROL OF ACCESS
RW	ROCK WALL
CONC.	CONCRETE
GRV	GRAVEL
FP	FIRE PLACE
FEMA	FEDERAL EMERGENCY MANAGEMENT AGENCY
R.O.W.	RIGHT-OF-WAY
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT

GENERAL NOTES:

- 1) ALL DOCUMENTS LISTED HEREON ARE RECORDED IN THE OFFICE OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.
 - 2) BEARING BASIS, NAD-83, TEXAS CENTRAL (4203) STATE PLANE SYSTEM, COORDINATES AND DISTANCES SHOWN HEREON ARE SURFACE BASED ON A COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00014.
 - 3) THE TRACT SHOWN HEREON LIES WITHIN ZONE 'X' (UNSHADED) AREA OF MINIMAL FLOOD HAZARD, ZONE 'X' (SHADED) 0.2% ANNUAL CHANCE FLOOD HAZARD, AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTH LESS THAN ONE FOOT OR WITH DRAINAGE AREAS OF LESS THAN ONE SQUARE MILE, AND ZONE 'AE' SPECIAL FLOOD HAZARD AREAS WITH BASE FLOOD ELEVATION (BFE), ACCORDING TO FEMA FLOOD INSURANCE RATE MAP FOR WILLIAMSON COUNTY, TEXAS, MAP NO. 48491C0245F, EFFECTIVE DATE OF DECEMBER 20, 2019.
- THE F.E.M.A. LINES SHOWN HEREON ARE APPROXIMATE. BY GRAPHIC PLOTTING ONLY AND WERE SCALED FROM THE ABOVE REFERENCED FLOOD INSURANCE RATE MAP. THE SURVEYOR MAKES NO ASSURANCE AS TO THE ACCURACY OF THE DELINEATIONS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAPS.

PARCEL 40ROW
SHEET 3 OF 4

<> DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NO. 10006900

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 11.122 ACRE TRACT OF LAND SITUATED IN THE JOSEPH M. GLASSCOCK SURVEY, ABSTRACT NO. 254, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF A CALLED 106.42 ACRE TRACT OF LAND CONVEYED TO MARTHA JANE BETTER, RECORDED IN DOCUMENT NOS. 2014093154 AND 2014093155 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.
PROPERTY ADDRESS: 400 STUBBLEFIELD LN, LIBERTY HILL, TX 78642

TITLE COMMITMENT NOTES:


Only those easements and restrictions listed in Schedule B of Title Resources Guaranty Company, Commitment for Title Insurance T-7, GF No. 2063060-KFD, which bears an Effective Date October 30, 2020 and an Issue Date of November 10, 2020 were reviewed by the Surveyor. No other easement record research was performed by Diamond Surveying, Inc.

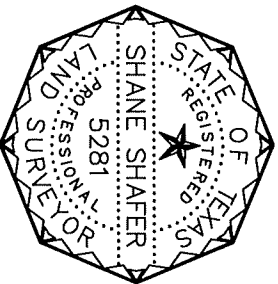
10a) Water distribution lines easement, granted to Liberty Hill Water Supply Corp, recorded in Document No. 2003099867, Official Public Records, Williamson County, Texas. Not a part of the subject tract.

10b) Utility Easement granted to Pedernales Electric Cooperative, Inc, recorded in Document No. 2015007419 and 2015039315, Official Public Records, Williamson County, Texas. May be a portion of the subject tract, unable to determine the exact location of said easements, due to a vague description.

To: Williamson County, Texas and Title Resources Guaranty Company, exclusively.

I, Shane Shafer, Registered Professional Land Surveyor in the State of Texas, hereby certify that this drawing represents a survey made on the ground under my direct supervision completed on October 13, 2020. At the time of this survey there were no encroachments, conflicts or protrusions apparent on the ground, EXCEPT AS SHOWN. This survey substantially complies with the standards for a Category 1A, Condition III Land Title Survey per the current Manual of Practice for Land Surveying in the State of Texas, issued by the Texas Society of Professional Surveyors. USE OF THIS SURVEY BY OTHER PARTIES SHALL BE AT THEIR OWN RISK AND UNDERSIGNED SURVEYOR IS NOT RESPONSIBLE FOR ANY LOSS RESULTING THEREFROM.


SHANE SHAFER, R.P.L.S. NO. 5281
January 12, 2021
DATE



PARCEL 40ROW
SHEET 4 OF 4
DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NO. 10006900

Exhibit "B"

Parcel 40

DEED
Liberty Hill Bypass Right of Way

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

§
§
§

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That MARTHA JANE BEITER and KEVIN M. BEITER, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto WILLIAMSON COUNTY, TEXAS, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows (the "Property"):

All of that certain 11.122 acre tract of land in the Joseph M. Glasscock Survey, Abstract No. 254, Williamson County; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 40**)

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property, to wit: NONE

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Access on and off Grantor's remaining property to and from the proposed roadway facility of Grantee from the abutting remainder property shall be permitted except to the extent that such access is expressly prohibited by the provisions and in the locations of the designated Control of Access Line ("COA") set out in Exhibit "A". Grantor acknowledges that such access on and off the County roadway facility is subject to regulation as may be determined by Grantee, its successors and assigns to be necessary in the interest of public safety or by applicable local municipal or county zoning, platting or permitting requirements.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of Liberty Hill Bypass.

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2021.

[signature page follows]

GRANTOR:

Martha Jane Beiter

ACKNOWLEDGMENT

STATE OF TEXAS

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on this the ____ day of _____,
2022 by Martha Jane Beiter, in the capacity and for the purposes and consideration
recited therein.

Notary Public, State of Texas

GRANTOR:

Kevin M. Beiter

ACKNOWLEDGMENT

STATE OF TEXAS

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on this the ____ day of _____, 2022 by Kevin M. Beiter, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, PLLC
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:

Williamson County, Texas
Attn: County Auditor
710 Main Street, Suite 101
Georgetown, Texas 78626

AFTER RECORDING RETURN TO:

GRAZING LEASE

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

THIS GRAZING LEASE (the "Lease") is made and entered into by and between **WILLIAMSON COUNTY, TEXAS**, hereinafter referred to as "Lessor", and **MARTHA JANE BEITER AND KEVIN M. BEITER** hereinafter collectively referred to as "Lessee."

In consideration of the rent and the covenants herein contained on the part of Lessee to be kept and performed, the Lessor does hereby lease, demise and let unto the Lessee, and the Lessee hires and rents the SURFACE ONLY, excluding the minerals, of multiple tracts of land containing approximately **2.62 acres**, more or less, situated in Williamson County, Texas, as described and shown in red on Exhibit "A" attached hereto (the "Premises"), subject to the following terms and conditions:

ARTICLE 1: TERM OF LEASE

The term of this Lease shall be FIVE (5) years, commencing on the date that this Lease is executed by both parties (the "Commencement Date") and terminating FIVE (5) years from said Commencement Date (the "Termination Date"), unless sooner terminated or extended in accordance with this Lease.

This Lease may be terminated by Lessor by providing Lessee with 180 calendar days prior written notice to be sent via registered mail, return receipt requested, to the above-named Lessees. Lessor shall be entitled to terminate this Lease in accordance with this provision only if it has necessary funding, has put the project out to bid and is reasonably ready and intends to move forward with the construction of the "Ultimate Condition" of the Liberty Hill Bypass on the Premises prior to the end of the then-current term of this lease.

Lessee shall be entitled to renew this Lease for ONE (1) additional FIVE (5) year term at the expiration of the initial FIVE (5) year term, subject to all of the same provisions (including early termination) stated in this Lease.

ARTICLE 2: RENT; PAYMENT OF RENT

- A. Rent for First Lease Period:** Lessee agrees to pay to Lessor, as rent for the Premises, the sum of \$1 for the Lease Term. As an additional form of consideration for said Lease, Lessee agrees to maintain the Premises during the Lease Term, including keeping it maintained in condition suitable for livestock grazing and free of garbage or debris.

- B. Place of Payment:** All rental payments must be made payable to Lessor and be hand delivered or mailed to the address provide herein by Lessor.

ARTICLE 3: TAXES

Lessee agrees to pay any taxes levied against the crops and personal property and fixtures of Lessee in and about the Premises. Ad valorem taxes, if any, shall be assessed and paid in accordance with Texas Tax Code Section 26.11. If any taxes of Lessee are levied against Lessor or Lessor's property and Lessor pays those taxes, Lessee, on demand, shall reimburse Lessor for all taxes actually paid on Lessee's behalf.

ARTICLE 4: SUBORDINATION

This Lease and all rights of Lessee under it are and shall be subject to and subordinate to the rights of any debt holder now or hereafter having a security interest in the Premises or any other encumbrances Lessor desires to place on the property, provided however, that any such debt and/or security interest will provide for non-disturbance of Lessee during the term of this lease and be subject to the provisions hereof relating to early termination.

ARTICLE 5: USE OF PREMISES

Lessee shall use the Premises solely for the purpose of grazing cattle and horses, together with all other purposes and activities usually and customarily associated with a cattle and livestock operation in Williamson County, Texas. Lessee agrees to not use the Premises for any purpose other than for grazing of cattle and horses or to alter the Premises, including clearing new roads, moving existing fences or (subject to the further provisions hereof) erecting any new fences, or locating on the Premises any type of permanent improvement without Lessor's prior written consent. Lessor agrees to send a representative to meet with Lessee at the Premises to approve all new fence and gate locations made necessary by Lessor's right of way acquisition for construction of the Interim Phase of the Liberty Hill Bypass. Lessor understands that Lessee will need to relocate certain fencing within the Premises and an access gate allowing entrance into the Premises from the Liberty Hill Bypass in order to provide adequate fencing for the Premises to contain livestock and allow ready access to the Premises and Lessee's existing improvements adjacent to the Premises; and Lessor shall provide approval to Lessee of the location of said fencing and gate entrance, which approval shall not be unreasonably conditioned, delayed or withheld. Lessee further agrees to not hunt or fish the Premises or allow anyone else to do so. Lessee may not place any other animal other than cattle and horses on the premises. Thus, Lessee shall not keep and maintain bison or other form of livestock, including, but not limited to mules; sheep; goats; llamas; alpacas; exotic livestock, including elk and elk hybrids; and hogs kept on the Premises unless otherwise consented to in writing by Lessor in advance.

ARTICLE 6: UTILITIES

Lessee shall pay or cause to be paid all charges for any water, electricity and any other utilities used on the Premises throughout the term of this Lease, including any costs of installation and connection fees.

ARTICLE 7: LESSEE'S COVENANTS

Lessee further covenants and agrees as follows:

- A.** To pay and provide the Rent for this Lease, as it is set out herein; to use the Premises in a careful and proper manner for the use specifically described herein; to commit or permit no waste or damages to the Premises; to conduct or permit no business or act that is a nuisance or may be in violation of any federal, state, or local law or ordinance; only use the Premises in such a prudent manner so as to preserve and protect the land and soil; to surrender the Premises on expiration or termination of this Lease in at least as good of a condition as existed on the Commencement Date of this Lease.
- B.** To maintain the premises in good condition suitable for grazing of livestock and free of trash and debris.
- C.** In relation to livestock operations, employ standards of animal husbandry in grazing the Premises and methods of ranching customarily practiced in the area.
- D.** Construct, keep, repair, and maintain all fencing, either existing or constructed during the terms of this Lease, in at least as good condition as existed on the Commencement Date of this Lease and in such manner and condition so that such fencing is sufficient and adequate to restrain livestock that Lessee may place upon the Premises.
- E.** Keep all gates on the Premises securely closed when not in use, ingress to and egress from the Premises being at those places designated pursuant to article 5 of this Lease; and Lessee will provide Lessor with all keys, combinations and gate codes to each gate locking mechanism used by Lessee on the Premises.
- F.** Lessee assumes the risk of loss on all property and all improvements, including any crops or livestock, which are situated on the Premises. Lessee agrees to maintain at all times during this Lease, the insurance described herein below.
- G.** Upon termination of this Lease, Lessee agrees that all improvements situated on the Premises, whether such improvements were situated on the Premises prior to this Lease or placed on the Premises during the term of this Lease, shall become the property of Lessor.

H. To permit Lessor to enter, inspect, and make such repairs to the Premises as Lessor may reasonably desire or show the Premises to prospective purchasers and tenants, at all reasonable times and upon reasonable prior written notice.

I. Lessee agrees that it is solely responsible for making all alterations, additions, or improvements necessary to the Premises to cause the Premises and its intended use to be in compliance with any laws, rules, ordinances, development codes or regulations of any applicable governmental authority, entity, or body, including, without limitation, the Federal Government, the local municipality, the County of Williamson, and the State of Texas and the rules and regulations of the United States Department of Agriculture and the Texas Agriculture Commissioner. The allocation of responsibility to Lessee for compliance with said laws, rules, ordinances, development codes or regulations is a material inducement for the parties to enter into this Lease. The costs incurred in causing the Premises and its intended use to be in compliance with said laws, rules, ordinances, development codes or regulations shall be solely borne by Lessee.

J. In the event this Lease is properly terminated early by Lessor pursuant to the terms hereof, Lessee shall pay Lessor any and all rents and amounts, on a pro-rata basis, which were incurred and due prior to or as of the date this Lease is terminated. If Lessee has paid any portion of the annual rental amount in advance, Lessor shall return to Lessee, on a pro-rata basis, the proportion of rents that have been prepaid for any unused portion of a lease period.

ARTICLE 8: LESSOR'S COVENANTS

Lessor covenants and agrees to warrant and defend Lessee in the enjoyment and peaceful use and operation of the Premises during the term of this Lease, subject to the early termination rights set forth herein.

ARTICLE 9: INDEMNIFICATION & INSURANCE

A. INDEMNIFICATION OF LESSOR: LESSOR SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM LESSEE'S USE OF THE PREMISES; OR CAUSED BY ANY DEFECT IN ANY BUILDING, STRUCTURE OR OTHER IMPROVEMENT PLACED BY LESSEE THEREON; OR IN ANY EQUIPMENT OR OTHER PLACED OR MAINTAINED BY LESSEE THEREIN; OR CAUSED BY OR ARISING FROM ANY ACT OR OMISSION OF LESSEE, OR OF ANY OF LESSEE'S AGENTS, EMPLOYEES, LICENSEES, OR INVITEES, OR BY OR FROM ANY ACCIDENT ON THE LAND NOT CAUSED IN WHOLE OR IN PART BY LESSOR OR ITS REPRESENTATIVES, AGENTS CONTRACTORS OR SUBCONTRACTORS, OR ANY FIRE OR OTHER CASUALTY THEREON, OR OCCASIONED BY THE FAILURE OF LESSEE TO MAINTAIN THE PREMISES IN SAFE CONDITION; AND LESSEE HEREBY WAIVES ON ITS BEHALF ALL CLAIMS AND DEMANDS AGAINST LESSOR FOR ANY SUCH LOSS, DAMAGE, OR INJURY OF LESSEE OR OF LESSEE'S AGENTS, EMPLOYEES, LICENSEES, OR INVITEES; LESSEE'S POTENTIAL LIABILITY IS SUBJECT TO THE \$2,000,000 LIABILITY INSURANCE POLICY REFERENCED BELOW.

B. Lessee agrees to maintain at all times during the Term of this Lease, at Lessee's cost, broad coverage fire, casualty, and a \$2,000,000 primary and umbrella liability insurance policy on its property and to provide Lessor with a copy of the policy and a certificate issued by the insurance company demonstrating that insurance is paid up.

ARTICLE 10: DEFAULTS BY LESSEE

In addition to the remedies specifically set forth herein and those available at law or in equity, if Lessee fails to perform or breaches any term, condition or covenant set forth in this Lease in any material way, and this failure or breach continues for thirty (30) calendar days after Lessor provides Lessee with written notice specifying the required performance has been delivered to Lessee in writing, Lessee shall be in default and Lessor may:

- A.** enforce specific performance causing Lessee to strictly comply with and perform such term, condition or covenant; or
- B.** may, but not be obligated to do so, enter the Premises and perform Lessee's obligations for the account of and at the expense of Lessee. Bills for all amounts paid by Lessor and all losses, costs, and expenses incurred by Lessor in connection with such performance by Lessor pursuant to this clause, including without limitation, all amounts paid and costs and expenses incurred by Lessor for any property, material, labor or services provided, furnished, or rendered or caused to be provided, furnished or rendered by Lessor to Lessee may be sent by Lessor to Lessee monthly or immediately, at Lessor's option, and shall be due and payable by Lessee to Lessor as additional rent within twenty (20) calendar days after same is received from Lessee by Lessor.

- C. If Lessee, without cause fails or refuses to cure any such material default under this Lease for a period of more than sixty (60) days following the dates provided above and Lessor has not instituted action in a Court having jurisdiction seeking legal, equitable, declaratory or other relief with respect to such claimed default, Lessor may terminate this Lease.

ARTICLE 11: DEFAULTS BY LESSOR

Defaults by Lessor are failing, within thirty (30) calendar days after receiving written notice from Lessee, to comply with any term, condition or covenant set forth in this Lease. In the event that Lessor fails to cure its default within the said thirty (30) calendar days, Lessee may, at Lessee's sole option seek injunctive or other equitable relief to secure Lessor's performance of the obligations imposed hereunder or terminate this Lease without further liability to Lessor.

ARTICLE 12: VOLUNTARY TERMINATION

Lessor or Lessee, if not in material breach of this Lease, may terminate this Lease, without cause or liability, but only upon giving 180 calendar days prior written notice to the other party and only in accordance with the terms of this Lease. Lessor shall only be entitled to terminate this Lease in accordance with this provision if it has necessary funding, has put the project out for bid and is reasonably ready and intends to move forward with the construction of the "Ultimate Phase" of the Liberty Hill Bypass on the Premises prior to the expiration of its term or extended term. Upon the termination of this Lease, Lessee will surrender the Premises peaceably to the Lessor and pay Lessor any rental amounts and prorated ad valorem taxes owing as of the date of termination, and any other amounts that may be due hereunder as of the date of termination. In the event that Lessor exercises its right to terminate this Lease pursuant to this provision, Lessor shall be obligated to reimburse Lessee, on a pro-rata basis, the proportion of rents, if any, that have been prepaid for any unused portion of a lease period.

ARTICLE 13: INSOLVENCY, BANKRUPTCY, ETC., OF LESSEE

If Lessee is declared insolvent or adjudicated a bankrupt; if Lessee makes an assignment for the benefit of creditors; or if a receiver is appointed for Lessee, Lessor, without prejudice to its rights hereunder and at its option, may terminate this Lease.

ARTICLE 15: RIGHT TO SELL

It is understood and agreed that Lessor shall have the right to sell or assign its right, title and interest in the Premises, in whole or in part, at any time during the term of this Lease and in which case, this Lease will run with the land. If during the term of this Lease, the Premises are assigned or sold by Lessor to a third party, the Lessor or its successor may terminate this Lease, but only in accordance with the conditions of termination stated herein, by providing Lessee with its election to terminate and, in such event, Lessee shall vacate the Premises no later than 180 calendar days from the date in which Lessor gives Lessee proper written notice of its election to terminate.

ARTICLE 16: ELECTIONS NOT EXCLUSIVE

The respective rights of Lessor and Lessee to enforce rights arising under this Lease will not be a waiver or preclude the exercise of any other right or remedy afforded by this Lease or by statute or law. The failure of Lessor or Lessee in one or more instances to insist on strict performance or observations of one or more of the covenants or conditions of this Lease or to exercise any remedy, privilege, or option conferred by this Lease shall not operate or be construed as a relinquishment or future waiver of the covenant or condition or the right to enforce it or to exercise that remedy, privilege, or option; that right shall continue in full force and effect.

ARTICLE 17: LIMITATIONS OF WARRANTIES

LESSEE ACKNOWLEDGES AND AGREES THAT, OTHER THAN AS MAY BE SPECIFICALLY SET FORTH HEREIN, LESSOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE NATURE, QUALITY OR CONDITION OF THE LEASED PREMISES, INCLUDING, WITHOUT LIMITATION, STRUCTURES, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE LEASED PREMISES, (C) THE SUITABILITY OF THE LEASED PREMISES FOR ANY AND ALL ACTIVITIES AND USES WHICH LESSEE MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE LEASED PREMISES OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, INCLUDING, WITHOUT LIMITATION, THE WILLIAMSON COUNTY AND CITIES HEALTH DISTRICT, THE AMERICANS WITH DISABILITIES ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, AND THE TEXAS ARCHITECTURAL BARRIERS ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, (E) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE LEASED PREMISES, OR (F) ANY OTHER MATTER WITH RESPECT TO THE LEASED PREMISES, AND SPECIFICALLY THAT LESSOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING SOLID WASTE, AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, OR THE DISPOSAL OR EXISTENCE, IN OR ON THE LEASED PREMISES, OF ANY HAZARDOUS SUBSTANCE, AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE

COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, AND APPLICABLE STATE LAWS, AND REGULATIONS PROMULGATED THEREUNDER. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE LEASED PREMISES, LESSEE IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE LEASED PREMISES AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY LESSOR. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE LEASED PREMISES WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT LESSOR HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION.

LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT THE LEASE OF THE LEASED PREMISES AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS, WHERE IS" CONDITION AND BASIS "WITH ALL FAULTS". LESSEE ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THIS PARAGRAPH WERE A MATERIAL FACTOR IN THE DETERMINATION OF THE AMOUNT OF THE RENT AND CONSIDERATION TO BE PAID AND TENDERED FOR LESSEE'S USE OF THE LEASED PREMISES. THE TERMS OF THIS PARAGRAPH WILL SURVIVE ANY TERMINATION OF THIS LEASE.

ARTICLE 18: CONDEMNATION

If during the term of this Lease, for reasons other than construction of the Liberty Hill Bypass, all of the premises are properly taken by any governmental entity other than Lessor, any public utility or any other holder of a certificate of convenience and necessity for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right or eminent domain, or are sold to the condemning authority under threat of condemnation, this Lease will terminate, effective as of the date the condemning authority takes the premises subject, however to Lessee's right under this Lease to non-disturbance during the 180 calendar day early termination period.

ARTICLE 19: MISCELLANEOUS PROVISIONS

A. Gender, Number and Headings. Words of any gender used in this Lease shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Lease. The captions and paragraphs or letters appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of the sections or articles of this Lease or affect this Lease in any way.

B. Place of Performance. This Lease shall be interpreted according to the laws of the State of Texas and shall be performed in Williamson County, Texas, and exclusive jurisdiction and venue shall lie in Williamson County, Texas.

C. Terms Inclusive. As used herein, the terms "Lessor" and "Lessee" include the plural whenever the context requires or admits.

D. Severability. If any provision of this Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Lease will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Lease is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Lease and be deemed to be validated and enforceable.

E. Governmental Immunity. Nothing in this Lease shall be deemed to waive, modify or amend any legal defense available at law or in equity to Lessor nor to create any legal rights or claim on behalf of any third party. Lessor does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

F. No Assignment or Lease by Lessee. Lessee may not sell or assign any interest granted herein or lease the Premises or any portion of the same or any portion of any improvement erected on said premises at any time without the prior written authorization and approval of Lessor.

G. Successors and Assigns. This Lease shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.

H. No Indemnification by Lessor. Lessee acknowledges and agrees that Lessor, that Lessor is not agreeing to indemnify or hold harmless any other party, including but not limited to Lessee; therefore, all references of any kind, if any, to Lessor indemnifying, holding or saving harmless any other party, including but not limited to Lessee, for any reason whatsoever are hereby deemed void and deleted.

I. NOTICES. Any notice to be given hereunder shall be in writing and may be affected by personal delivery or in writing by certified mail, return receipt requested, addressed to the proper party, at the following address:

LESSOR: Kevin M. Beiter
McGinnis Lochridge
1111 W 6th Street, Suite 400
Austin, Texas 78703

LESSEE: At the address set forth on the signature page below.

J. Compliance with All Statutes and Regulations. Lessee, at its expense, shall ensure compliance with any and all State, Federal, City and Lessor (and any other such

regulatory body as may exercise jurisdiction over Lessee and/or the Premises) laws, ordinances, regulations, or rules regarding the erection or installment of any improvements and all permitted activities upon the Premises.

K. Day. Unless otherwise specifically set forth in this Lease, a reference to a "day" shall mean a calendar day and not a business day.

L. Entire Agreement. This Lease and its addenda, if any, sets forth all the promises, agreements, conditions, and understandings between Lessor and Lessee relative to the Premises and supersedes any prior understandings or written or oral agreements between the parties with respect to the to the Premises. There are no other promises, agreements, conditions, or understandings, either oral or written, between them. No subsequent alteration, amendment, change, or addition to this Lease will be binding on Lessor or Lessee unless in writing and signed by them and made a part of this Lease by direct reference.

EXECUTED to be effective this _____ day of _____, 20____.

Lessor:

Williamson County, Texas

By: _____

Bill Gravell, Jr.
County Judge

Date: _____

Lessee:



Martha Jane Beiter



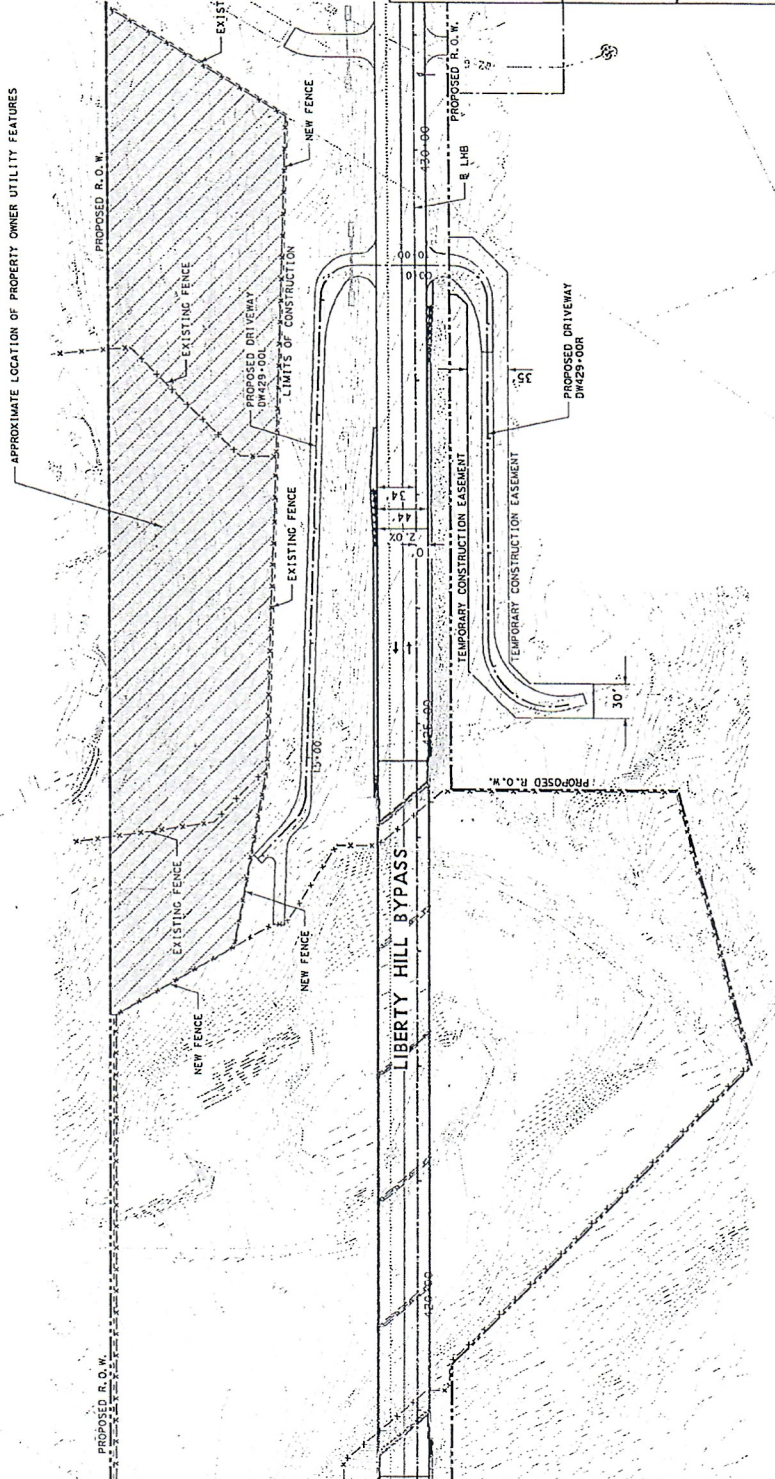
Kevin M. Beiter

Exhibit “A”

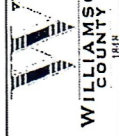
RO22213
BEITER, MARTHA JANE

- LEGEND**
- EXISTING R.O.W.
 - PROPOSED R.O.W.
 - PROPOSED CONSTRUCTION EASEMENT
 - EXISTING PLANTIMETRICS
 - LIMITS OF CONSTRUCTION
 - FENCE LINE
 - LEASE BACK AREA (APPROX 2.62 ACRES)

APPROXIMATE LOCATION OF PROPERTY OWNER UTILITY FEATURES



RO22213
BEITER, MARTHA JANE



LJA Engineering, Inc.
P.A.C. #108

LIBERTY HILL BYPASS
PARCEL 40 - BEITER

SHEET 1 OF 1			
SECTION	PLAN NO.	FEDERAL AID PROJECT NO.	SHEET NO.
01	01	01	1
CITY	STATE	DIST. NO.	COUNTY
DAWSON	TX	10	WILLIAMSON
CD	CONTROL	SECTION	JOB
DB	1755	01	020
			LHB