

REAL ESTATE CONTRACT
Seward Junction North Right of Way

THIS REAL ESTATE CONTRACT (“Contract”) is made by and between **CHV LIBERTY HILL 29 PROPERTY OWNER LLC, a Delaware limited liability company** (referred to in this Contract as “Seller”, whether one or more) 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 0.537-acre (23,395 square foot) tract of land, being Lot 3, Block B, of CHV Liberty Hill 29 Addition Lots 1, 2, and 3 Right-of-Way Reserve, Block B, a subdivision in Williamson County, Texas, according to the map or plat thereof recorded under Document No. 2023059227, Official Records, Williamson County, Texas (**Parcel 25**);

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 and fixtures situated on and attached to the Property described herein not otherwise 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 fee simple Property, any improvements located upon the Property, and any damage to or cost of cure for the remaining property of Seller, shall be the sum of ONE HUNDRED SEVENTY-FIVE THOUSAND and 00/100 Dollars (\$175,000.00).

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash or other readily available funds at the Closing.

Special Provisions

2.03. Issued Drive Permits. Purchaser acknowledges the existence of previously issued “2023-1363-DP-Authorization to Construct” (Phase 1 driveway permit) and/or “2023-586-DP-Driveway Design Approval Form” (Phase 2 driveway permit) documents to Seller, copies of which are attached hereto as Exhibits “A1-A2” (collectively “the Permits”), and that the authorized construction of such driveways may cross portions of the Property to connect to existing or proposed roadway improvements pursuant to the terms of the Permits and comments. The Permits shall otherwise remain subject to all other applicable comments, instructions, requirements, timelines, deadlines, inspections or procedures of Purchaser or any subsequent or alternate regulatory entity with permitting authority for the remaining property of Seller.

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

3.02. 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

4.01. 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 knowledge:

(a) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than previously disclosed to Purchaser.

(b) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.

4.02. The Property 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 Longhorn Title Company on or before July 23, 2025, or at such time, date, and place as Seller and Purchaser may agree upon, 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 the right of way Property described, conveying such interest in and to the portion of the Property free and clear of any and all monetary 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 the Title Company to deliver to 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 permanent interests being conveyed in 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”.
- (4) 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 and Additional Compensation, if any.

Prorations

5.04. General real estate taxes for the then current year relating to the portion of the Property conveyed in fee simple shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing but shall otherwise remain the obligation of 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. Agricultural roll-back taxes, if any, which directly result from this Contract 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 as incurred.

**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 the Williamson County commissioners' court, 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.

Contingent Possession and Use Agreement

8.12. Upon completion of (1) the full execution of this Contract by all parties, and (2) acknowledgment by the Title Company of delivery by Purchaser of the full Purchase Price to the Title Company, Purchaser, its agents and contractors shall be permitted at any time after July 23, 2025 to enter and possess the Property prior to Closing for the purpose of completing any and all necessary testing, utility relocation and construction activities associated with the proposed Seward Junction improvement construction project of Purchaser, and Seller agrees to make any gate access available to Purchaser, its contractors or utility facility owners as necessary to carry out the purposes of this paragraph. The parties further agree to continue to use diligence in assisting with any title curative measures or mortgage lien release required by the Contract to complete the Closing of the purchase transaction.

[signature page follows]

SELLER:

CHV LIBERTY HILL 29 PROPERTY OWNER LLC a Delaware limited liability company

By:  _____

Address: 6601 E Hillcrest Avenue, Ste 212

Name: Longford Stuber

Dallas TX 75205

Title: Authorized Signatory

Date: 6-9-25

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____

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

County Judge/Presiding Officer

Date: _____



EXHIBIT "A-1"

Williamson County Driveway Permit Authorization to Construct

Property Address: 351 CR 260, LIBERTY HILL, TX 78642

Project Name: Foust Infrastructure and Multifamily - Driveway access to CR 260

Applicant Name: CHV LIBERTY HILL 29 PROPERTY OWNER LLC Langford Stuber

Applicant Phone number: (214) 435-7510

Wilco Design Engineer: Kelly G Morrelli, PE CFM Date: 1/31/2024

Developer Engineer: Sandy Brantley, PE

Driveway Type: Commercial/Multifamily/Industrial Driveway

Culvert Sizing: Per Engineer's Plan - dip style driveway - no culvert

Wilco Engineer Comments: Reconstruction of an existing driveway. Terrain does not allow for standard size culvert. Do not obstruct flow within county right-of-way.

NOTE - The applicant is required to contact the County for inspections and failure to contact Williamson County for required inspections, or failure to construct the driveway to County standards, may result in notice to remove and replace the driveway.

Please call 512-943-3330 to request a driveway inspection.

Inspection Requirements for driveway **without** culvert:

Prior to driveway surface application or concrete placement Yes N/A

Final Inspection without culvert Yes

**Note – Inspections for straight tie-in and curb and gutter driveway types are not required but may be performed at the applicant's request*

Inspection Requirements for driveway **with** culvert:

Pipe Inspection (Residential only) (set to grade and prior to covering culvert): Yes N/A

SET inspection (Forms set before concrete is poured) Yes

Final Inspection with culvert Yes

NOTE – The property owner is responsible to assure compliance with the provisions of all applicable state, federal and local laws and regulations relating to the development of this property, and the driveway should be constructed subject to any deed restrictions/easements applicable to the property.

Other Information for developing in Williamson County

- If you have **plans to install utilities** within the Williamson County Right-Of-Way please submit a Utility Installation Permit, online at www.mygovernmentonline.org
- If you have **plans to install a septic system**, please apply for an OSSF permit with On-Site Sewage Facilities, online through www.mygovernmentonline.org. ◦ Note - permit information is located on the Williamson County Website here: <https://www.wilcotx.gov/643/Environmental-Services>.
- For proposed commercial development, please contact your **local Emergency Services District (ESD)** for permitting requirements.
- If the location is within the **City's Extraterritorial Jurisdiction (ETJ)**, so you will need to check with them about any permits required.
- If the location is within a **Municipal Utility District (MUD)** check with the MUD, and if not, you may need to check with any utility companies that may be used in this process.
- If the location is inside the **Edwards Aquifer Regulatory Zone**, TCEQ will need to be contacted to comply with any regulations (512-339-2929).

EXHIBIT "A-1"

Williamson County - County Engineer's Office

3151 SE Inner Loop, Suite B
Georgetown, TX 78626
Telephone (512) 943-3364
Fax (512) 943-3335



Date: Wednesday, January 31, 2024

Langford Stuber
CHV LIBERTY HILL 29 PROPERTY OWNER LLC
6601-E HILLCREST AVE SUITE 212
DALLAS, TX
75205
langford@chalkhillventures.com

Permit Number 2023-1363-DP
Job Address: 351 CR 260, LIBERTY HILL, TX 78642

Langford Stuber,

The review for your project located at 351 CR 260, LIBERTY HILL, TX 78642 is complete. Additional information is needed for the items listed below. Comments from this review follow.

The following comments have been provided by Kelly Morrelli. Should you have any questions or require additional information regarding any of these comments, please contact Kelly Morrelli by telephone at (512) 943-3330 or by email at kmorrelli@wilco.org.

1) **Driveway Design Standard Responses Approved**

Refer to the attached "Authorization to Construct" form covering the driveway style for the driveway proposed.

Per Engineer's design, a dip-style driveway is necessary at this location. This driveway shall follow the natural ground and shall not block or divert flow in the ditch. It is important to excavate below the existing channel initially to provide room for your permanent rock, asphalt, or concrete material. The final grade of the driveway will match the existing terrain and ensure that the flow coming to the dip area will continue across the driveway at the same general slope of the channel and not back up / silt up near the driveway.

Any ditch flow that gets to the driveway, shall flow over the driveway and continue on the downstream side.

If the dip in the driveway is installed flat and does not allow water to flow, the sediment will slow down and deposit, possibly filling up your driveway and blocking water flow ultimately causing drainage issues.

In this case, the developer/builder is required to utilize concrete or asphalt for the driveway surface material.

At the following stages of construction, the applicant is required to contact the County for inspection. Inspections can be requested via this project on www.mygovernmentonline.org.

Driveway types without culvert installation:

1. After grading and earthwork has been completed, but prior to driveway surface application or concrete placement.
2. When applicant has completed all construction activities.

Please provide 48 hours advance notice for all inspections (with the exception of Final) and inspections can be requested via this project on www.mygovernmentonline.org.

2) Driveway Design Standard Responses Approved

The driveway will be considered an authorized, permitted driveway after construction is complete and inspection determines the driveway meets the requirements of this policy.

If an installation is not in accordance the approved driveway application, then it will be considered an unpermitted driveway. The County reserves the right to remove any unpermitted driveways within the County right-of-way.

Please note the county will assume no responsibility for driveway maintenance and, the property owner is responsible for maintaining and repair of their driveway.

To see our complete driveway culvert policy please follow this link:

<https://www.wilco.org/Departments/Infrastructure/County-Engineer-Road-and-Bridge/Documents-Forms>

NOTE - If this property is inside a city's extraterritorial jurisdiction (ETJ) it is recommended to check with the city regarding additional permits required. If applicable, the property owner should also check with the Homeowner's Association (HOA) or Municipal Utility District (MUD) for any additional restrictions/permits on development. The property owner is responsible to assure compliance with the provisions of all applicable state, federal and local laws and regulations relating to the development of this property, and the driveway should be constructed subject to any deed restrictions/easements applicable to the property.

Should you have questions regarding specific comments, please contact the staff member referenced under the section in which the comment occurs. Should you have questions or require additional information regarding the plan review process itself, please feel free to contact the front counter at (512) 943-3330
If the comments provided indicate that a plan revision is required, please upload the revised plans through the online customer portal at www.mygovernmentonline.org in PDF format.

We appreciate your prompt attention to these matters.

Williamson County EXHIBIT "A-2"
Driveway/Access Application for Permit
Design Approval

Property Address: 350 CR 260, Georgetown, TX 78633

Applicant Name: Sandy Brantley

Applicant Phone number: (817) 488-4960

Wilco Design Engineer: Russell F. Williams, P.E. Date: 9/6/2023

Developer Engineer: Sandy Brantley

Driveway Type: Commercial/Multifamily/Industrial Driveway

Culvert Sizing: Straight Tie-in. Install per plans.

Inspection Requirements for driveway **without** culvert:

Prior to driveway surface application or concrete placement	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> N/A
Final Inspection without culvert	<input type="checkbox"/> Yes	

**Note – Inspections for straight tie-in and curb and gutter driveway types are not required but may be performed at the applicant's request*

Inspection Requirements for driveway **with** culvert:

Pipe Inspection (Residential only) (set to grade and prior to covering culvert):	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> N/A
SET inspection (Forms set before concrete is poured)	<input type="checkbox"/> Yes	
Final Inspection with culvert	<input type="checkbox"/> Yes	

Note - The applicant is required to contact the County for inspections and failure to contact Williamson County for required inspections, or failure to construct the driveway to County standards, may result in notice to remove and replace the driveway. Inspections can be requested at via www.mygovernmentonline.org

EXHIBIT "A-2"

Date and Time Commented	Comment Type	Action Type	Commented By
09/07/23 01:13 PM	Public	Municipality	Russell Williams
Email sent to: Sandy Brantley , kmorrelli@wilco.org, russell.williams@wilco.org, planning@libertyhilltx.gov Subject: Project 2023-586-DP - Driveway Design Approval Form			
Williamson County has emailed a copy of Driveway Design Approval Form for the Foust Infrastructure and Multifamily - Driveway access to CR 260.			
A drainage study determined no culvert is necessary at the location of the proposed driveway. A straight tie-in driveway may be constructed at this location at natural grade, as to not obstruct natural drainage flow.			
Inspections for straight tie-in and curb and gutter driveway types are not required but may be performed, at the applicant's request, if County resources allow.			
The driveway will be considered an authorized, permitted driveway after construction is complete and inspection determines the driveway meets the requirements of this policy.			
If the driveway is not constructed in accordance with the approved driveway application, the County reserves the right to remove the driveway.			
Please note the county will assume no responsibility for driveway maintenance and the property owner is responsible for maintaining and repair of their driveway.			
NOTE - Because this property is inside the city extraterritorial jurisdiction (ETJ) it is recommended to check with the City of Liberty Hill if applicable, the property owner should also check with the Home Owner's Association (HOA) or Municipal Utility District (MUD) for any additional restrictions/permits on development. The property owner is responsible to assure compliance with the provisions of all applicable state, federal and local laws and regulations relating to the development of this property, and the driveway should be constructed subject to any deed restrictions/easements applicable to the property.			
In this case, the developer/builder is required to utilize concrete or asphalt for the driveway surface material.			

Reply

EXHIBIT "A-2"

From: [Don Childs](#)
To: [Adam Boatright](#); [Kelly Morrelli](#); [Michael Cooper](#)
Cc: [Donald Peterson](#); [Lisa Dworaczyk](#); [Kamie Fitzgerald](#); [Sam Nassour](#); [Danny Jackson](#)
Subject: RE: SJLN -- CHV (25) -- drive permit status + r.o.w. purchase completion?
Date: Tuesday, June 3, 2025 12:05:50 PM
Attachments: [2023-586-DP-Driveway Design Approval Form 230907.010831.pdf](#)
[2023-586-DP Williamson CountyPermittingReviewLettersReviewCommentsW.pdf](#)
[2023-1363-DP-Driveway Authorization to Construct 250603.102013.pdf](#)
[2023-1363-DP Williamson CountyPermittingReviewLettersReviewCommentsW.pdf](#)

Great. Thanks Adam. We will let the owners know.

Don Childs | Attorney
Sheets & Crossfield, PLLC
O: 512-255-8877 (x225)
D: 512-738-8725

From: Adam Boatright <adam.boatright@wilcotx.gov>
Sent: Tuesday, June 3, 2025 10:40 AM
To: Don Childs <don@scrrlaw.com>; Kelly Morrelli <kelly.morrelli@wilcotx.gov>; Michael Cooper <michael.cooper@wilcotx.gov>
Cc: Donald Peterson <dopeterson@HNTB.com>; Lisa Dworaczyk <lisad@scrrlaw.com>; Kamie Fitzgerald <kamie.fitzgerald@wilcotx.gov>; Sam Nassour <sam.nassour@rowtx.com>; Danny Jackson <danny.jackson@rowtx.com>
Subject: RE: SJLN -- CHV (25) -- drive permit status + r.o.w. purchase completion?

Don,

I don't think we have heard anything from them in quite some time. Attached are the approvals and authorizations to construct (ATCs). The ATCs allow the applicant 1 year to construct the driveways. I am hereby with this email making the ATCs valid until 6/3/2026. Final permits are issued once they are constructed in compliance with the ATCs and inspected.

Please let me know if you need anything else.

Thanks,

Adam D. Boatright, PE
[Williamson County Road & Bridge](#)
office: 512-943-3374
adam.boatright@wilco.org

EXHIBIT "B"

Parcel 25

SPECIAL WARRANTY DEED
Seward Junction Loop North 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 **CHV LIBERTY HILL 29 PROPERTY OWNER LLC** a Delaware limited liability company, 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(s) or parcel(s) 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 0.537-acre (23,395 square foot) tract of land, being Lot 3, Block B, of CHV Liberty Hill 29 Addition Lots 1, 2, and 3 Right-of-Way Reserve, Block B, a subdivision in Williamson County, Texas, according to the map or plat thereof recorded under Document No. 2023059227, Official Records, Williamson County, Texas (**Parcel 25**):

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.

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 Grantee's roadway facilities and all related appurtenances.

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 when the claim is by, through, or under Grantor but not otherwise.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2025.

[signature page follows]

GRANTOR:

**CHV LIBERTY HILL 29 PROPERTY OWNER LLC,
a Delaware limited liability company**

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

STATE OF _____

§

COUNTY OF _____

§

§

This instrument was acknowledged before me on _____,
2025 by _____ in the capacity and for the purposes and
consideration recited therein.

Notary Public, State of _____

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:

ADDENDUM TO REAL ESTATE CONTRACT

This Addendum is incorporated by reference into and is a part of that certain Real Estate Contract (the "Contract") between CHV Liberty Hill 29 Property Owner, LLC, as Seller, and Williamson County, as Buyer.

1. Defined Terms; Inconsistencies. Except as otherwise defined herein, any terms defined in the Contract, when used herein, shall have the same meanings ascribed to such terms as in the Contract. If there is any inconsistency in the definition of the terms of the Contract and this Addendum, the terms of this Addendum shall govern.

2. Condition of Property. BUYER HEREBY ACKNOWLEDGES AND AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT FOR SELLER'S WARRANTY OF TITLE CONTAINED IN THE DEED DELIVERED AT THE CLOSING, THE TRANSACTION CONTEMPLATED BY THIS CONTRACT IS MADE AND WILL BE MADE WITHOUT (AND SELLER HEREBY SPECIFICALLY DISCLAIMS) ANY REPRESENTATION, GUARANTY, COVENANT, OR WARRANTY OF ANY KIND (WHETHER EXPRESS, IMPLIED, OR, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, STATUTORY, AND WHETHER ORAL OR WRITTEN, PAST, PRESENT OR FUTURE), OF, AS TO, OR CONCERNING (A) THE NATURE AND CONDITION OF THE PROPERTY, INCLUDING WITHOUT LIMITATION ANY IMPROVEMENTS, WATER, SOIL AND GEOLOGY, (B) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH BUYER MAY ELECT TO CONDUCT, (C) FITNESS FOR ANY PARTICULAR PURPOSE, MERCHANTABILITY, DESIGN, QUALITY, CONDITION, OPERATION OR INCOME, (D) COMPLIANCE WITH DRAWINGS OR SPECIFICATIONS, (E) ABSENCE OF DEFECTS OR FAULTS, (F) FLOODING, (G) COMPLIANCE WITH LAWS AND REGULATIONS INCLUDING, WITHOUT LIMITATION, THOSE RELATING TO HEALTH, SAFETY, AND THE ENVIRONMENT, (H) THE ABSENCE OR EXISTENCE OF ANY OF HAZARDOUS OR TOXIC SUBSTANCES OR ANY OTHER ENVIRONMENTAL HAZARDS OR CONDITIONS OR COMPLIANCE WITH APPLICABLE ENVIRONMENTAL LAWS, RULES, REGULATIONS, OR (I) OTHER COMPLIANCE OF THE PROPERTY OR ITS OPERATION WITH ANY LAWS, ORDINANCES OR REGULATIONS OF ANY GOVERNMENTAL ENTITY OR BODY. BUYER HEREBY ACKNOWLEDGES AND AGREES THAT BUYER HAS ENTERED INTO THIS CONTRACT WITH THE INTENTION OF MAKING AND RELYING UPON ITS OWN INVESTIGATION OF THE PHYSICAL, ENVIRONMENTAL, ECONOMIC USE, COMPLIANCE, AND LEGAL CONDITION OF THE PROPERTY AND THAT BUYER IS NOT NOW RELYING, AND WILL NOT LATER RELY, UPON ANY REPRESENTATIONS AND WARRANTIES MADE BY SELLER OR ANYONE ACTING OR CLAIMING TO ACT, BY, THROUGH OR UNDER OR ON SELLER'S BEHALF WITH RESPECT TO SUCH MATTERS. AS A MATERIAL PART OF THE CONSIDERATION FOR THIS CONTRACT, BUYER ACKNOWLEDGES THAT THE SALE OF THE PROPERTY IS MADE, AND BUYER AGREES TO ACCEPT THE PROPERTY, ON AN "AS IS," "WHERE IS," AND "WITH ALL FAULTS" BASIS, AND WITHOUT ANY REPRESENTATION OR WARRANTY, ALL OF WHICH SELLER HEREBY DISCLAIMS. THE PROVISIONS OF THIS SECTION ARE INCORPORATED BY REFERENCE INTO THE DEED DELIVERED AT CLOSING, SHALL SURVIVE INDEFINITELY ANY CLOSING OR TERMINATION OF THIS CONTRACT AND SHALL NOT BE MERGED INTO THE CLOSING DOCUMENTS (INCLUDING, WITHOUT LIMITATION, THE DEED). TO THE EXTENT NOW OR HEREAFTER APPLICABLE, BUYER HEREBY WAIVES ITS RIGHTS, IF ANY, UNDER THE DECEPTIVE TRADE PRACTICES – CONSUMER PROTECTION ACT, SECTION 17.41 ET SEQ., TEXAS BUSINESS & COMMERCE CODE, A LAW THAT GIVES CONSUMERS SPECIAL RIGHTS AND PROTECTIONS. AFTER CONSULTATION WITH AN ATTORNEY OF ITS OWN SELECTION, EACH PARTY VOLUNTARILY CONSENTS TO THIS WAIVER.

3. Property Information. Seller makes no representations or warranties as to the accuracy or completeness of any information delivered to Seller or as to any other materials or information provided or made available to Buyer. All such information will be treated by Buyer, its affiliates, lenders, employees and agents as confidential.

4. Buyer's Inspections. In connection with Buyer's inspection detailed in Section 8.12 of the Agreement: (1) to the maximum extent permitted by applicable law, Buyer shall indemnify, hold harmless, defend (using counsel reasonably approved by Seller), pay, and reimburse Seller and its affiliates, and each of their respective agents, officers, employees, and contractors, from, for, and against any and all suits, actions, claims, costs, fees, sums, amounts, losses, causes of action, damages, liabilities, and expenses (including reasonable attorneys' fees, court costs, and alternative dispute resolution expenses) caused in whole or in part or arising directly or indirectly out of Buyer or its agents, employees, and contractors (a) entering upon the Property prior to Closing, (b)

conducting any tests, inspections or other due diligence activities or any of their investigation activities associated with the same or (c) otherwise interfering with tenants' operations under its lease, if any; the indemnification obligations of Buyer shall survive the Closing or the expiration or earlier termination of this Contract; and (2) Buyer shall not conduct any invasive testing of the Property (e.g., a Phase II environmental assessment, geotechnical borings, etc.) without the prior written consent of Seller; Buyer shall keep all reports confidential unless disclosure is required by applicable law or regulation; and Buyer shall restore the Property to its condition immediately prior to its entry thereon.

5. **1031 Exchange.** The parties shall have the right to cause the Closing to occur as part of a "like-kind" exchange pursuant to the provisions of Section 1031 of the Internal Revenue Code of 1986, as amended, and the regulations thereunder. The parties shall reasonably cooperate with one another in effecting a qualifying like-kind exchange and to execute such documents as are reasonably necessary to effect such like-kind exchange.

6. **Assignment.** Buyer shall not assign Buyer's rights under this Contract without Seller's prior written consent.

7. **Memorandum of Contract.** Section 8.08 of the Contract is hereby deleted in its entirety.

8. **Form of Deed.** The following shall be additional exceptions to the form Deed attached to the Contract to be delivered by Seller at Closing: taxes and assessments which are a lien, but not yet due and payable; matters an accurate survey would reveal; and the rights of tenants as tenants only under unrecorded leases

9. **Consequential Damages.** Each party waives the right to recover consequential, special, and punitive damages.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the dates set forth below:

SELLER:

CHV Liberty Hill 29 Property Owner, LLC

By: _____
Name: _____
Title: _____

BUYER:

WILLIAMSON COUNTY, TEXAS

By: _____

County Judge/Presiding Officer

Date: _____