

**REAL ESTATE CONTRACT**  
Liberty Hill Bypass Corridor Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by CCD LIBERTY PARKE LLC, a Delaware limited liability company (referred to in this Contract 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:

**Tract 1:** All of that certain 4.355 acre tract of land out of the John B. Robinson Survey, Abstract No. 521, Williamson County, Texas, being all of Lot 15, Block A, and being a portion of Lot 16, Block A, both of Liberty Parke Phase 4, a subdivision recorded in Document No. 2019116786 of the Official Public Records of Williamson County, Texas; and being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein; and

**Tract 2:** All of that certain 0.549 acre tract of land out of the John B. Robinson Survey, Abstract No. 521, Williamson County, Texas, being all of Lot 84, Block C of Liberty Parke Phase 4, a subdivision recorded in Document No. 2019116786 of the Official Public Records of Williamson County, Texas; and being more fully described by metes and bounds in Exhibit "B", attached hereto and incorporated herein;

**Tract 3:** All of that certain 0.314 acre tract of land out of the John B. Robinson Survey, Abstract No. 521, Williamson County, Texas; and being more fully described by metes and bounds in Exhibit "C", 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 Exhibits "A-C" 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. Notwithstanding anything to the contrary in this Contract, Purchaser recognizes, stipulates, and agrees that the Property does not include, and Seller specifically retains, all rights related to (i) any reimbursable amounts, deposits, credits, and the like from any districts, including the Liberty Park PID (as hereinafter defined), City, or County or the like, and to (ii) oil, gas, or other minerals in, on or under the Property, all of which are expressly reserved by Seller or third parties; provided, however, that in the deed conveying the Property to

Purchaser, Seller shall waive all rights to use the surface of the Property pursuant to the waiver clause contained in the form of deed attached hereto as Exhibit "D".

## **ARTICLE II PURCHASE PRICE**

### **Purchase Price**

2.01. The Purchase Price for the Property and any improvements on the Property shall be the sum of EIGHT HUNDRED THOUSAND EIGHT HUNDRED SIXTY-ONE and 00/100 Dollars (\$800,861.00).

### **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**

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**

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 received no written notices of violations of any applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof;

(3) All references in this Contract to "Seller's Knowledge" or words of similar import shall refer only to the current, actual knowledge of Jennifer Cowan ("Seller's Knowledge Individual"). There shall be no personal liability on the part of Seller's Knowledge Individual arising out of any representations or warranties made herein. If prior to Closing date, Seller learns or believes that any of the foregoing representations or warranties cannot be remade or may not be able to be remade as of the Closing Date, it shall notify Purchaser within five (5) days of learning of such facts. Seller's inability to remake the above representations and warranties as of the Closing Date shall not be deemed an event of default by Seller, but the Purchaser may elect in writing within ten (10) business days of Seller's notice, to terminate this Contract, and the parties shall have no further rights or obligations under the Contract other than those that, by terms of this Contract, survive termination. If Purchaser does not so elect, Seller's representations and warranties shall be modified accordingly and this Contract shall remain in full force and effect, subject to all other terms and conditions hereof.

(4) All representations and warranties shall survive for a period of one (1) year following Closing, after which one-year period the representations and warranties shall terminate automatically.

## **ARTICLE V CLOSING**

### Closing Date

5.01. The Closing shall be held at the office of Independence Title Company on or before July 15, 2020, 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 that certain Commitment for Title Insurance GF No. 2010430-KFO issued by Title Resources Guaranty Company with an effective date of March 11, 2020 (the "Title Commitment") or in the contract (which date is herein referred to as the "Closing Date").

### Seller's Obligations at Closing and Prior to Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Special Warranty Deed (the "Deed") conveying good and indefeasible title to Williamson County, Texas in fee simple to all of

the Property described in Exhibits "A-C", 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) All matters of record except any listed in Schedule C to the Title Commitment.; and
- (c) Any exceptions approved by Purchaser in writing.

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

(3) Provide reasonable assistance as requested to cause Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Purchaser'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 of record 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, at Purchaser's expense;
- (b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable;
- (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"; and
- (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 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. 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 any endorsements requested by Purchaser and survey to be paid by Purchaser.
- (2) Recordation fees for the 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.
- (5) Seller and Purchaser shall be responsible for one-half of the Title Company's escrow and/or settlement fees, if any.

### **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 as its sole and exclusive remedy, either: (1) enforce specific performance of this Contract by filing such action within thirty (30) days of the alleged default; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser, in which event the parties shall be released herefrom and have no further rights, obligations, or responsibilities hereunder, save and except as to such provisions which survive termination of this Contract.

### **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 duly given if (a) personally delivered, (b) sent by reputable commercial overnight delivery service, (c) sent by United States mail, postage prepaid, certified mail, return receipt requested, or (d) sent electronically with the original delivered in accordance with (a), (b), or (c) above, 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.

#### 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.

#### Purchase of Future Right of Way

8.12 Purchaser acknowledges that it is an entity which possesses the power of condemnation, and that the Property has been identified for proposed future SH29 right of way on the current CAMPO Long Range Transportation Plan and the current Williamson County Transportation Plan.

#### Notice of Liberty Parke Public Improvement District

8.13 Purchaser acknowledges that the Property is located within the "Liberty Parke Public Improvement District" (as amended, modified, or supplemented, the "*Liberty Parke PID*") and acknowledges receipt of the PID Notice attached hereto as Exhibit E prior to execution of this Contract. Purchaser agrees to execute a PID Notice at Closing. If any portion of the Property is determined to be residential real property, Purchaser may be obligated to pay an assessment to the City of Liberty Hill, Texas, for an improvement project undertaken by a public improvement district under Subchapter A, Chapter 372, Texas Local Government Code.

### Rollback Taxes

8.14 NOTICE REGARDING POSSIBLE LIABILITY FOR ADDITIONAL TAXES. If for the current ad valorem tax year the taxable value of the Property that is the subject of this Contract is determined by a special appraisal method that allows for appraisal of the land at less than its market value, the person to whom the land is transferred may not be allowed to qualify the land for that special appraisal in a subsequent year and the land may then be appraised at its full market value. In addition, the transfer of the land or a subsequent change in the use of the land may result in the imposition of an additional tax plus interest as a penalty for the transfer or the change in use of the land. The taxable value of the land and the applicable method of appraisal for the current tax year is public information and may be obtained from the tax appraisal district established for the county in which the land is located.

### Brokerage

8.16 Seller warrants to Purchaser and Purchaser warrants to Seller that the warranting party has not dealt with any real estate broker, agent or finder in connection with this transaction, and that no right to or claim for commission or other compensation has been created by the warranting party's actions with respect to this Contract. Seller and Purchaser shall to the extent allowed by law indemnify, hold harmless, and defend each other against all loss, liability or expense, including reasonable actual attorneys' fees and litigation costs, incurred by the other to the extent Seller or Purchaser, as applicable, is shown to be in breach of the foregoing warranties. This Section shall survive Closing or the termination of this Contract.

### Assignment of Contract.

8.17 This Contract may only be assigned by Purchaser to an entity which possesses the power of eminent domain without Seller's written consent (in Seller's sole discretion).

### Dispute Resolution

8.18 In the event of a dispute or claim under this Contract, the parties submit to the exclusive jurisdiction of the state and federal courts located in Williamson County, Texas. In addition to any other relief to which it may be entitled, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs incurred in regard to such dispute or claim.

### Access

8.19 During the time this Contract remains in effect, Purchaser and Purchaser's agents and representatives shall have the right, upon at least twenty-four (24) hours' advance notice to Seller (which notice may be sent by email) to access the Property to perform inspections, studies, or

assessments of the Property. Purchaser shall use its commercially reasonable efforts to minimize damage to the Property and shall cause the Property to be reasonably restored to substantially the condition existing immediately prior to entry thereon by Purchaser, its agents and contractors if the Closing does not occur (which obligation shall survive the termination of this Contract). In connection with the exercise of such right of access, to the extent allowed by law Purchaser agrees to defend and indemnify and hold harmless Seller from all claims, liens, actions, costs, damages, liabilities, or costs (including, without limitation, reasonable attorneys' fees and in the event of litigation between the parties) arising or resulting from injury or loss of life to person(s) in, on, or about the property and/or damage to any personal property in, on, or about the property caused by the activities of Purchaser, Purchaser's agents or its contractors or consultants on the property prior to the Closing.

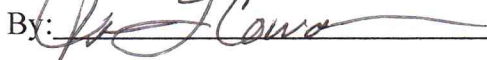
*[signature pages follow]*

**SELLER:**

**CCD LIBERTY PARKE LLC,**  
a Delaware limited liability company

By: HC Austin Liberty Parke LLC, a  
Delaware limited liability company, as  
Manager

By: HC Austin LLC, a Delaware limited  
liability company, as Manager

By: 

Name: Jennifer L. Cowan

Its: Authorized Agent

Date: June 3, 2020

Address:

Crown Community Development  
1751 A West Diehl Road  
Naperville, Illinois 60563  
Attn: Theresa Frankiewicz  
Email: [tfrankiewicz@crown-chicago.com](mailto:tfrankiewicz@crown-chicago.com)

With copies to:

Watson Law Group, PLLC  
Attn: Monty Watson an  
4925 Greenville Ave., Suite 604  
Dallas, TX 75206  
Phone: (214) 810-5914  
Email: [monty@mmwatson.com](mailto:monty@mmwatson.com)

Crown Community Development  
Attn: Jennifer Cowan  
1751 A West Diehl Road  
Naperville, Illinois 60563  
Telephone: (630) 851-5490  
Email: [jcowan@crown-chicago.com](mailto:jcowan@crown-chicago.com)

and  
Gould & Ratner, LLP  
Attn: John H. Mays  
222 North LaSalle Street, Suite 300  
Chicago, Illinois 60601  
Telephone: (312) 899-1618  
Facsimile: (312) 236-3241  
Email: [jmays@gouldratner.com](mailto:jmays@gouldratner.com)

**PURCHASER:**

WILLIAMSON COUNTY, TEXAS

By: Bill Gravell, Jr  
Bill Gravell, Jr  
County Judge

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

Email: \_\_\_\_\_

Date: June 16, 2020

# EXHIBIT "A"

4.355 ACRES  
JOHN B. ROBINSON SURVEY  
ABSTRACT NUMBER 521  
WILLIAMSON COUNTY, TX

## FIELD NOTES

BEING ALL OF THAT CERTAIN 4.355 ACRE TRACT OF LAND OUT OF THE JOHN B. ROBINSON SURVEY, ABSTRACT NUMBER 521, SITUATED IN WILLIAMSON COUNTY, TEXAS, BEING MORE FULLY DESCRIBED AS ALL OF LOT 15, BLOCK A AND BEING A PORTION OF LOT 16, BLOCK A, BOTH OF LIBERTY PARKE SUBDIVISION PHASE 4, A SUBDIVISION RECORDED IN DOCUMENT NUMBER 2019116786 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.), SAID 4.355 ACRE TRACT OF LAND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING**, at a capped  $\frac{1}{2}$ " iron rod found stamped "WALKER 5283", being the northwestern corner of said Lot 15, same being a northeastern corner of a called 12.228 acre tract, and being also a point on a southwestern boundary line of Lot 6C, Block B of Liberty Meadows, a subdivision recorded in Cabinet Y, Slide 208 of the Plat Records of Williamson County, Texas (P.R.W.C.TX.), for the northernmost corner and the **POINT OF BEGINNING** of the herein described tract,

**THENCE**, with the common boundary line of said Lot 15, said Liberty Meadows, and a called 0.123 acre tract of land conveyed to Williamson County, Texas in Document Number 2010004995 (O.P.R.W.C.TX.), the following two (2) courses and distances, numbered 1 and 2,

1. S65°33'37"E, a distance of 57.34 feet to a capped  $\frac{1}{2}$ " iron rod found stamped "WALKER 5283", and
2. S66°55'25"E, a distance of 611.21 feet to a capped  $\frac{1}{2}$ " iron rod found stamped "CBD SETSTONE", at a point of curvature, for a curve to the left, being the northeastern corner of said Lot 15 and being also a northwestern corner of Liberty Meadows Drive (70' R.O.W.), for the easternmost corner of the herein described tract,

**THENCE**, with the common boundary line of said Lot 15, said Lot 16 and said Liberty Meadows Drive, with said curve to the left, having a radius of 532.50 feet, an arc length of 173.01 feet, and whose chord bears S12°23'01"W, a distance of 172.25 feet to a capped  $\frac{1}{2}$ " iron rod found stamped "CBD SETSTONE", being a southeastern corner of said Lot 16, same being a point on a western right-of-way line of said Liberty Meadows Drive, and being also a northeastern corner of Lot 1, Block A of said Liberty Parke Subdivision Phase 4,

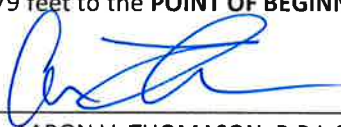
**THENCE**, with the common boundary line of said Lot 16 and Lot 1 through Lot 8, Block A of said Liberty Park Subdivision Phase 4, the following two (2) courses and distances, numbered 1 and 2,

1. S79°49'26"W, a distance of 295.70 feet to a capped  $\frac{1}{2}$ " iron rod found stamped "CBD SETSTONE", and
2. S67°25'55"W, a distance of 139.80 feet to a capped  $\frac{1}{2}$ " iron rod found stamped "CBD SETSTONE", being a southern corner of said Lot 16 and being also a northwestern corner of said Lot 8,

**THENCE**, crossing said Lot 16, S79°49'26"W, a distance of 60.00 feet to a capped  $\frac{1}{2}$ " iron rod set stamped "CBD SETSTONE", being a point on a southwestern boundary line of said Lot 16 and being also a point on northeastern boundary line of said 12.228 acre tract, for the southernmost corner of the herein described tract,

**THENCE**, with the common boundary line of said Lot 16, said Lot 15 and said 12.228 acre tract, N10°10'34"W, a distance of 556.79 feet to the **POINT OF BEGINNING** and containing 4.355 acres of land.

Surveyed by:

 17 MAR 2020  
AARON V. THOMASON, R.P.L.S. NO. 6214

*Carlson, Brigrance & Doering, Inc.*

5501 West William Cannon

Austin, TX 78749

Ph: 512-280-5160

Fax: 512-280-5165

[aaron@cbdeng.com](mailto:aaron@cbdeng.com)



BEARING BASIS: TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203)

# SKETCH TO ACCOMPANY FIELD NOTES



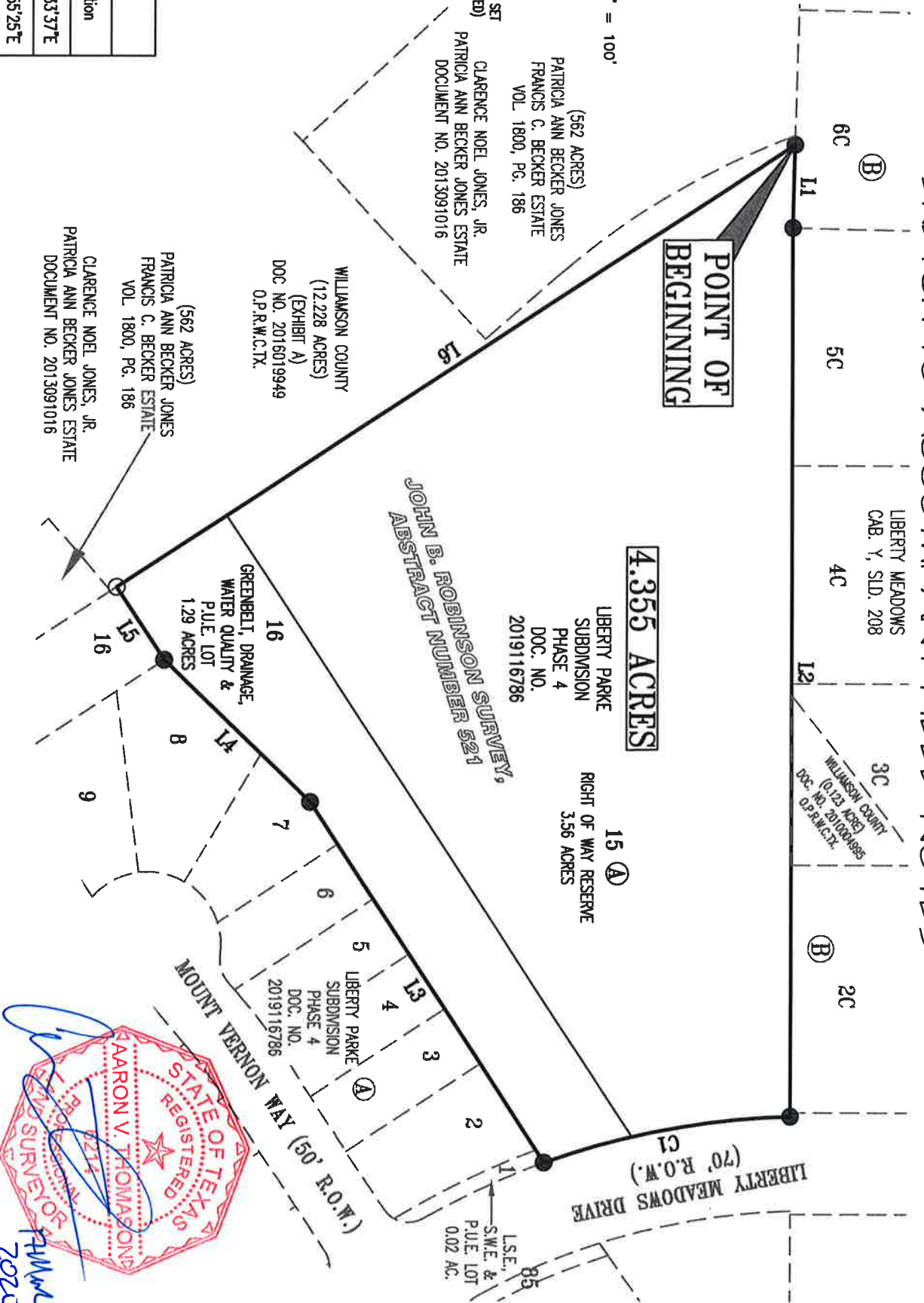
SCALE: 1" = 100'

## LEGEND

- 1/2" CAPPED  
IRON ROD FOUND
- 1/2" CAPPED IRON ROD SET  
(UNLESS OTHERWISE NOTED)

Line Table		
Line #	Length	Direction
L1	57.34	S65°33'37"E
L2	611.21	S66°55'25"E
L3	295.70	S79°49'26"W
L4	139.80	S67°25'55"W
L5	60.00	S79°49'26"W
L6	556.79	N10°10'34"W

Curve Table					
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent
C1	173.01	532.50	S12°23'01"W	172.25	87.28
					18°36'58"



BEARING BASIS: TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203)



Carlson, Brigrance & Doering, Inc.

Civil Engineering  
5501 West William Cannon  
Austin, Texas 78749  
Phone No. (512) 290-5160  
Fax No. (512) 290-5165

# EXHIBIT "B"

0.549 ACRES  
(23,898 SQUARE FEET)  
JOHN B. ROBINSON SURVEY  
ABSTRACT NUMBER 521  
WILLIAMSON COUNTY, TX

## FIELD NOTES

**BEING ALL OF THAT CERTAIN 0.549 ACRE (23,898 SQUARE FEET) TRACT OF LAND OUT OF THE JOHN B. ROBINSON SURVEY, ABSTRACT NUMBER 521, SITUATED IN WILLIAMSON COUNTY, TEXAS, BEING MORE FULLY DESCRIBED AS ALL OF LOT 84, BLOCK C OF LIBERTY PARKE SUBDIVISION PHASE 4, A SUBDIVISION RECORDED IN DOCUMENT NUMBER 2019116786 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.), SAID 0.549 ACRE (23,898 SQUARE FEET) TRACT OF LAND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:**

**BEGINNING**, at a capped  $\frac{1}{2}$ " iron rod found stamped "CBD SETSTONE", at a point of curvature, for a curve to the right, being a southwestern corner of said Lot 84, same being a northwestern corner of Lot 85, Block C of said Liberty Parke Subdivision Phase 4, and being also a point on an eastern right-of-way line of Liberty Meadows Drive (70' R.O.W.), for the westernmost corner and the **POINT OF BEGINNING** of the herein described tract,

**THENCE**, with the common boundary line of said Lot 84 and said Liberty Meadows Drive, with said curve to the right, having a radius of 467.50 feet, an arc length of 133.40 feet, and whose chord bears N13°19'28"E, a distance of 132.95 feet to a capped  $\frac{1}{2}$ " iron rod found stamped "CBD SETSTONE", being a northeastern corner of said Liberty Meadows Drive and being also a northwestern corner of said Lot 84,

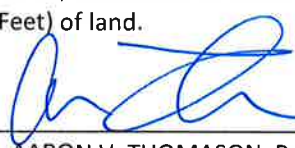
**THENCE**, with the common boundary line of said Lot 84, a called 2.297 acre tract of land conveyed to Williamson County, Texas in Document Number 2009076617 (O.P.R.W.C.TX.), and a called 2.8665 acre tract of land conveyed to CCD Liberty Parke LLC, in Document Number 2015068701 (O.P.R.W.C.TX.), S66°55'25"E, a distance of 496.12 feet to a capped  $\frac{1}{2}$ " iron rod found stamped "CBD SETSTONE", being a northeastern corner of said Lot 84, same being a point on an eastern boundary line of said 2.8665 acre tract and being also a point on a western boundary line of Lot 1, Branigan Subdivision, a subdivision recorded in Cabinet DD, Slide 32 of the Plat Records of Williamson County, Texas (P.R.W.C.TX.),

**THENCE**, with the common boundary line of said Lot 84 and said Lot 1, S20°52'49"E, a distance of 30.64 feet to a capped  $\frac{1}{2}$ " iron rod found stamped "CBD SETSTONE", being an eastern corner of said Lot 84, same being a point on a western boundary line of said Lot 1, same being a northwestern corner of Lot 10, Block C, and being also a northeastern corner of Lot 9, Block C, both of said Liberty Parke Subdivision Phase 4, for the easternmost corner of the herein described tract,

**THENCE**, with the common boundary line of said Lot 84, and Lot 9 through Lot 1 and Lot 85, Block C of said Liberty Parke Subdivision Phase 4, the following seven (7) courses and distances, numbered 1 through 7,

1. N67°16'38"W, a distance of 182.76 feet to a capped  $\frac{1}{2}$ " iron rod found stamped "CBD SETSTONE",
2. N68°44'09"W, a distance of 56.74 feet to a capped  $\frac{1}{2}$ " iron rod found stamped "CBD SETSTONE",
3. N76°12'52"W, a distance of 56.74 feet to a capped  $\frac{1}{2}$ " iron rod found stamped "CBD SETSTONE",
4. N84°48'10"W, a distance of 56.68 feet to a capped  $\frac{1}{2}$ " iron rod found stamped "CBD SETSTONE",
5. S88°07'14"W, a distance of 56.55 feet to a capped  $\frac{1}{2}$ " iron rod found stamped "CBD SETSTONE",
6. S86°36'54"W, a distance of 52.67 feet to a capped  $\frac{1}{2}$ " iron rod found stamped "CBD SETSTONE", and
7. S78°43'05"W, a distance of 56.98 feet to the **POINT OF BEGINNING** and containing 0.549 acres (23,898 Square Feet) of land.

Surveyed by:

 17 Mar 2020  
AARON V. THOMASON, R.P.L.S. NO. 6214

**Carlson, Brigrance & Doering, Inc.**

5501 West William Cannon

Austin, TX 78749

Ph: 512-280-5160

Fax: 512-280-5165

[aaron@cbdeng.com](mailto:aaron@cbdeng.com)



BEARING BASIS: TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203)

# SKETCH TO ACCOMPANY FIELD NOTES

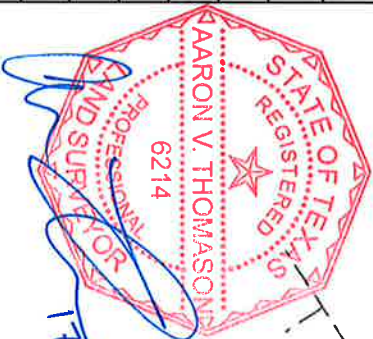


SCALE: 1" = 100'

## LEGEND

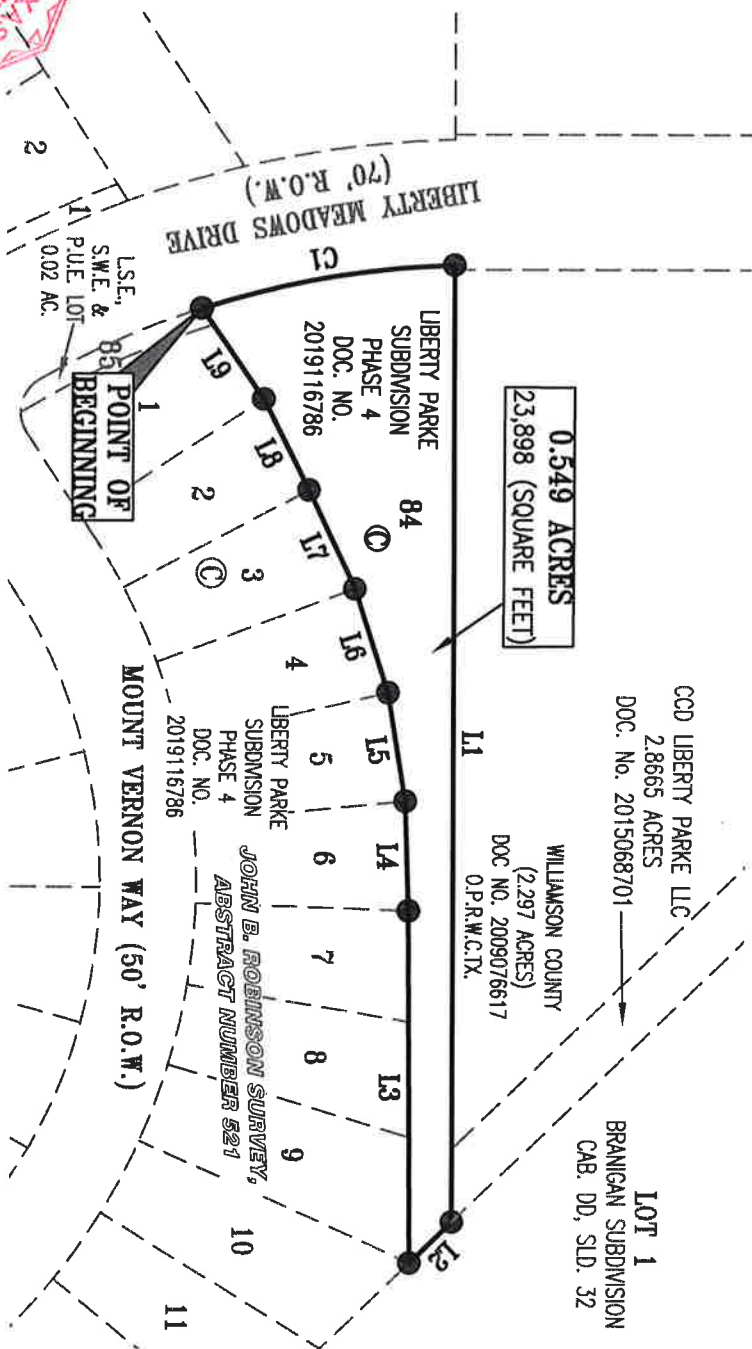
- 1/2" CAPPED  
IRON ROD FOUND
- 1/2" CAPPED IRON ROD SET  
(UNLESS OTHERWISE NOTED)

Line Table		
Line #	Length	Direction
L1	496.12	S66°55'25"E
L2	30.64	S20°52'49"E
L3	182.76	N67°16'38"W
L4	56.74	N68°44'09"W
L5	56.74	N76°12'52"W
L6	56.68	N84°48'10"W
L7	56.55	S88°07'14"W
L8	52.67	S86°36'54"W
L9	56.98	S78°43'05"W



*17 MAR 2020*

Curve Table					
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent
C1	133.40	467.50	N13°19'28"E	132.95	67.16
					16°20'57"



0.549 ACRES  
23,898 (SQUARE FEET)

CCD LIBERTY PARKE LLC  
2.8665 ACRES  
DOC. NO. 2015068701

WILLIAMSON COUNTY  
(2.297 ACRES)  
DOC. NO. 2009076617  
O.P.R.W.C.TX.

LOT 1  
BRANIGAN SUBDIVISION  
CAB. DD, SLD. 32

LIBERTY PARK SUBMISSION  
PHASE 4  
DOC. NO. 2019116786

JOHN B. ROBINSON SURVEY,  
ABSTRACT NUMBER 521  
DOC. NO. 2019116786

MOUNT VERNON WAY (50' R.O.W.)

BEARING BASE: TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203)



Carlson, Brigrance & Doering, Inc.

FIRM ID #23791

REG. # 10024900

Carl Engineering  
5501 West William Cannon  
Phone No. (512) 280-5160  
Fax No. (512) 280-5165

Surveying  
Austin, Texas 78749

# EXHIBIT C

0.314 ACRE (13,698 SQUARE FEET)  
J.B. ROBINSON SURVEY, ABSTRACT NUMBER 521  
WILLIAMSON COUNTY, TX

## FIELD NOTES

**BEING ALL OF THAT CERTAIN 0.314 ACRE (13,698 SQUARE FEET) TRACT OF LAND OUT OF THE J.B. ROBINSON SURVEY, ABSTRACT NUMBER 521, SITUATED IN WILLIAMSON COUNTY, TEXAS, SAID TRACT OF LAND BEING OUT OF AND A PART OF A CALLED 2.8665 ACRE TRACT OF LAND, DESCRIBED AS TRACT 2A AND CONVEYED TO CCD LIBERTY PARKE, LLC. IN DOCUMENT NUMBER 2015068701, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.), SAID 0.314 ACRE (13,698 SQUARE FEET) TRACT OF LAND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:**

**BEGINNING**, at a 1/2 inch iron rod found at a western corner of said 2.8665 acre tract, being at the northernmost corner of Lot 9, Block C and the easternmost corner of Lot 8, Block C, Liberty Parke, Phase 4, recorded in Document Number 2019116786 (O.P.R.W.C.TX.), same being at the southernmost corner of Lot 1C, Block A, of Liberty Meadows Subdivision, a subdivision recorded in Cabinet Y, Pages 208 – 209 of the Plat Records of Williamson County, Texas (P.R.W.C.TX.), for the southwest corner and the **POINT OF BEGINNING** of the herein described tract,


**THENCE**, N20°59'44"W, with the common boundary line of said 2.8665 acre tract and said Liberty Meadows Subdivision, a distance of 487.77 feet to a calculated point at the northernmost corner of said 2.8665 acre tract, being at a northeastern corner of said Lot 1C, Block A, same being at a point on a southern right-of-way line of State Highway 29 (120' R.O.W.), for the northwest corner of the herein described tract,

**THENCE**, S66°54'20"E, with the common boundary of said 2.8665 acre tract and said State Highway 29, a distance of 39.70 feet to a calculated point at a northern corner of said 2.8665 acre tract, being at a point on a southern right-of-way line of said State Highway 29, same being also the northernmost corner of Lot 1, of Branigan Subdivision, a subdivision recorded in Cabinet DD, Slide 32 (P.R.W.C.TX.), for the northeast corner of the herein described tract of land,

**THENCE**, S20°53'17"E, with common boundary of said 2.8665 acre tract, said Lot 1, a distance of 486.92 feet to a 1/2 inch iron rod found at the northeast corner of said Lot 9, Block C, for the southeast corner of the herein described tract of land,

**THENCE**, N66°55'25"W, over and across said 2.8665 acre tract and with a northern line of said Lot 9, Block C, a distance of 38.48 feet to the **POINT OF BEGINNING** and containing 0.314 acre (13,698 Square Feet) of land.

Prepared by:



22 May 2020

AARON V. THOMASON, R.P.L.S. NO. 6214

**Carlson, Brigrance and Doering, Inc.**

5501 West William Cannon

Austin, TX 78749

Ph: 512-280-5160

Fax: 512-280-5165

[aaron@cbdeng.com](mailto:aaron@cbdeng.com)



BEARING BASIS: TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203)

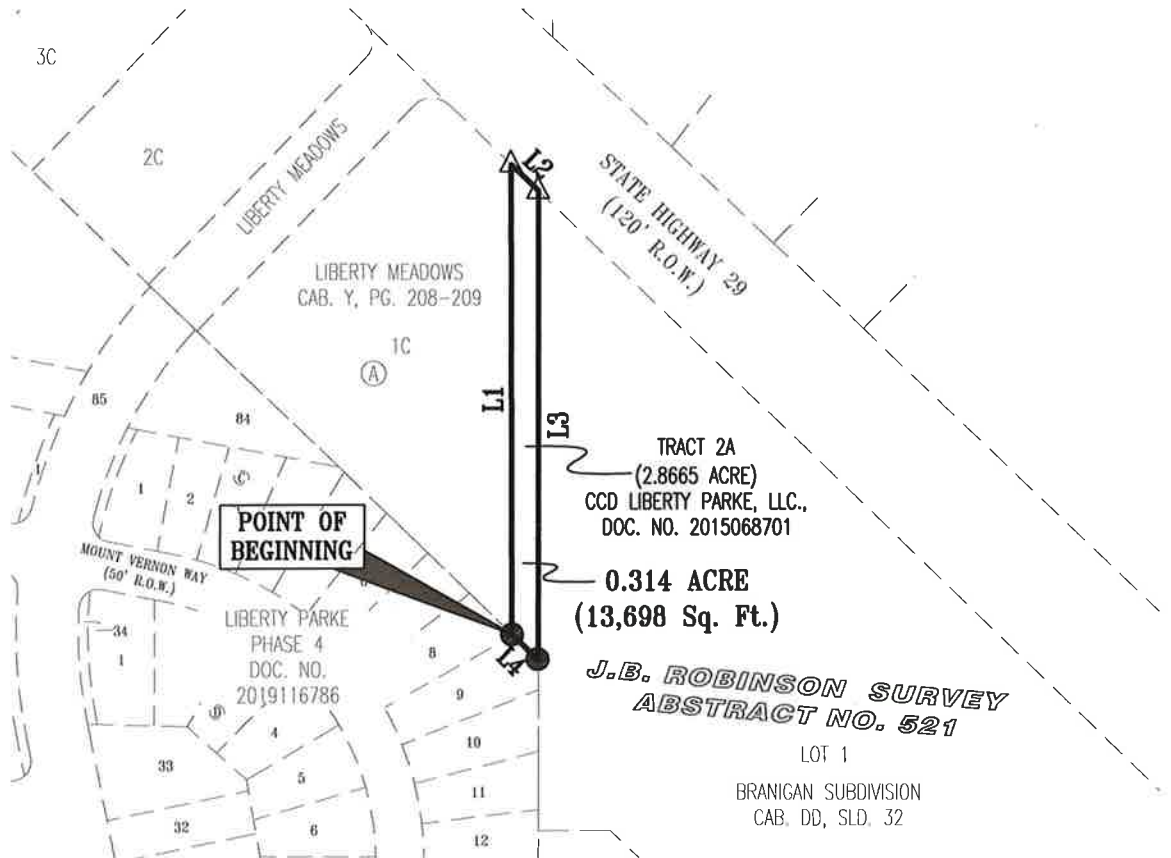
# SKETCH TO ACCOMPANY FIELD NOTES



SCALE: 1" = 200'

## LEGEND

- IRON ROD FOUND
- △ CALCULATED POINT
- 38 LOT NUMBER
- Ⓐ BLOCK



Line Table		
Line #	Length	Direction
L1	487.77	N20°59'44"W
L2	39.70	S66°54'20"E
L3	486.92	S20°53'37"E
L4	38.48	N66°55'25"W



BEARING BASIS: TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203)



**Carlson, Brigrance & Doering, Inc.**

FIRM ID #P3791    REG. # 10024900

Civil Engineering    Surveying

5501 West William Cannon    Austin, Texas 78749

Phone No. (512) 280-5160    Fax No. (512) 280-5165

PATH:- J:AC2004LP\4919\SURVEY\FN - 0.314 ACRES.dwg

**EXHIBIT D**  
**Special Warranty Deed**

Upon recording, please return to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**SPECIAL WARRANTY DEED**

STATE OF TEXAS	§	
	§	KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF WILLIAMSON	§	

THAT CCD LIBERTY PARKE, LLC, a Delaware limited liability company ("Grantor"), for Ten and No/100 Dollars (\$10.00) and other good and valuable consideration paid and caused to be paid to Grantor by WILLIAMSON COUNTY, TEXAS ("Grantee"), whose mailing address is 710 Main Street, Suite 101, Georgetown, Texas 78626, the receipt and sufficiency of which consideration are hereby acknowledged and confessed by Grantor, has GRANTED, BARGAINED, SOLD, and CONVEYED, and by these presents does GRANT, BARGAIN, SELL, and CONVEY, unto Grantee, certain real property described on Exhibits A-C attached hereto and made a part hereof for all purposes, together with any improvements thereon and any and all appurtenances, rights and privileges directly benefiting, directly belonging or directly pertaining to such real property, including entitlements, permits, licenses, consents and other approvals granted by any governmental or quasi-governmental authority solely relating to such property (collectively, the "Subject Property").

This Special Warranty Deed (this "Deed") is expressly made subject to the conditions, restrictions, reservations and easements of record affecting all or any part of the Subject Property (collectively, the "Permitted Exceptions").

TO HAVE AND TO HOLD the Subject Property, together with all and singular the rights and appurtenances thereunto in anywise belonging, unto Grantee, Grantee's heirs, successors, and assigns, forever; and Grantor does hereby bind Grantor, Grantor's heirs, successors, and legal representatives, except for the Permitted Exceptions, to WARRANT and FOREVER DEFEND all and singular the Subject Property unto Grantee, Grantee's heirs, successors, and assigns, against

every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor, but not otherwise.

GRANTEE, BY ACCEPTANCE OF THIS DEED, ACKNOWLEDGES THAT IT HAS INSPECTED AND ASSESSED THE SUBJECT PROPERTY AND HAS SATISFIED ITSELF AS TO THE CONDITION OF SAME AND THAT IT ACCEPTS THE SUBJECT PROPERTY "AS IS" AND "WHERE IS" AND WITH ALL FAULTS, WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESSED, IMPLIED, BY OPERATION OF LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WITHOUT IMPLIED WARRANTY AS TO HABITABILITY, SUITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR FITNESS FOR ANY PURPOSE, SAVE AND EXCEPT THE WARRANTIES OF TITLE CONTAINED HEREIN AND THE EXPRESS REPRESENTATIONS AND WARRANTIES CONTAINED WITHIN THE REAL ESTATE SALES CONTRACT. WITHOUT LIMITATION TO THE FOREGOING, GRANTEE, ON BEHALF OF ITSELF AND ITS LEGAL REPRESENTATIVES, HEIRS, SUCCESSORS AND ASSIGNS, UNCONDITIONALLY WAIVES ANY AND ALL CLAIMS AGAINST GRANTOR ARISING FROM THE PRESENCE OR ALLEGED PRESENCE OF HAZARDOUS SUBSTANCES IN, ON, UNDER OR ABOUT THE SUBJECT PROPERTY, INCLUDING, WITHOUT LIMITATION, ANY CLAIM FOR CONTRIBUTION OR INDEMNIFICATION ARISING UNDER ANY ENVIRONMENTAL LAWS, COMMON LAW OR OTHERWISE. IT IS THE INTENTION OF GRANTOR AND GRANTEE THAT THE WAIVER CONTAINED HEREIN APPLY TO ALL CLAIMS DESCRIBED HEREIN, INCLUDING, WITHOUT LIMITATION, ANY CLAIMS THAT ARISE IN WHOLE OR IN PART AS A RESULT OF GRANTOR'S SOLE OR CONCURRENT NEGLIGENCE, OR THE SOLE OR CONCURRENT NEGLIGENCE OF GRANTOR'S AGENTS, EMPLOYEES AND CONTRACTORS.

Grantor hereby retains and reserves, for Grantor and its successors and assigns forever, all of the oil, gas or other minerals in, on or under the Subject Property ("*Minerals*"); provided, however, Grantor waives and releases, on behalf of Grantor and Grantor's successors and assigns, all rights of ingress and egress and all other rights of every kind and character whatsoever to enter upon or to use the surface of the Subject Property or any part thereof for any reason, including, without limitation, the right to enter upon the surface of the Subject Property for purposes of exploring for, developing, drilling, and/or producing the Minerals in and under, and that may be produced from, the Subject Property, or any other purpose incident thereto (with the foregoing being Grantor's "*Surface Waiver*" for the Subject Property); provided further, however, nothing herein shall prevent Grantor or its successors and assigns from exploring for, developing, and/or producing the Minerals in and under the Subject Property by pooling or by directional drilling, which enters or bottoms at least 500 feet under the surface of the Subject Property, from well sites located on other property so long as such production activities for the Minerals do not impair the lateral or subjacent support of the surface of the Subject Property.

Grantor warrants payment of all ad valorem taxes on the Subject Property through the date of transfer. Such taxes for the current year have been prorated as of the date of delivery hereof and adjusted in cash, and Grantee assumes and agrees to pay such ad valorem taxes due after the date of transfer in full, prior to the time the same become delinquent.

[signature page follows]

EXECUTED to be effective the \_\_\_\_ day of \_\_\_\_\_, 2020.

**GRANTOR:**

**CCD LIBERTY PARKE LLC,**  
a Delaware limited liability company

By: HC Austin Liberty Parke LLC, a Delaware limited liability company, as Manager

By: HC Austin LLC, a Delaware limited liability company, as Manager

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ }

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_ 2020, by \_\_\_\_\_, \_\_\_\_\_ of HC Austin LLC, a Delaware limited liability company, as Manager of HC Austin Liberty Parke LLC, a Delaware limited liability company, as Manager of **CCD Liberty Parke LLC**, a Delaware limited liability company, on behalf of said limited liability company, for the purposes therein stated.

[Seal]

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

My commission

expires: \_\_\_\_\_

**Exhibits A -C to Special Warranty Deed**  
**Description of Real Property**

(descriptions to be attached)

EXHIBIT E

**NOTICE OF OBLIGATION TO PAY  
PUBLIC IMPROVEMENT DISTRICT ASSESSMENT**

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

NOTICE OF OBLIGATION TO PAY PUBLIC IMPROVEMENT DISTRICT ASSESSMENT  
TO  
THE LIBERTY PARKE PUBLIC IMPROVEMENT DISTRICT ESTABLISHED BY  
THE CITY OF LIBERTY HILL, TEXAS CONCERNING THE PROPERTY DESCRIBED ON  
EXHIBIT "A", EXHIBIT "B" AND EXHIBIT "C"

STATE OF TEXAS	§	
	§	KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF WILLIAMSON	§	

As a purchaser of this parcel of real property you are obligated to pay an assessment to a municipality or county for an improvement project undertaken by a public improvement district under Subchapter A, Chapter 372, Local Government Code, or Chapter 382, Local Government Code. The assessment may be due annually or in periodic installments. More information concerning the amount of the assessment and the due dates of that assessment may be obtained from the municipality or county levying the assessment.

The amount of the assessments is subject to change. Your failure to pay the assessments could result in a lien on and the foreclosure of your property.

*[Signature Pages Follow]*

**SELLER:**

**CCD LIBERTY PARKE LLC,**

a Delaware limited liability company

By: HC Austin Liberty Parke LLC, a Delaware limited liability company, as Manager

By: HC Austin LLC, a Delaware limited liability company, as Manager

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**PURCHASER:**

WILLIAMSON COUNTY, TEXAS

By: \_\_\_\_\_

Bill Gravell, Jr  
County Judge

Date: \_\_\_\_\_

**EXHIBITS A-C**

**LEGAL DESCRIPTION OF THE PROPERTY**

**[TO BE ATTACHED]**