

## **REAL ESTATE CONTRACT**

### **Liberty Hill Bypass**

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **CASEY PEZOLD** (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:

All of that certain 0.248 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 39**);

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 TEN THOUSAND FOUR HUNDRED THIRTY and 00/100 Dollars (\$10,430.00).

#### **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

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 Independence Title Company on or before May 31, 2021, 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. 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.

*[signature page follows]*

**SELLER:**

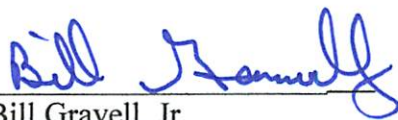
  
Casey Pezold

Address: 3607 Ranch Road 1869  
Liberty Hill, TX. 78642

Date: 4/5/2021

**PURCHASER:**

WILLIAMSON COUNTY, TEXAS

By:   
Bill Gravell, Jr.  
County Judge

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

Date: 04/13/2021

Exhibit :A

County: Williamson  
Parcel No.: 39ROW  
Tax ID: R022215  
Highway: SH 29 Liberty Hill Bypass  
Limits: From: CR 279  
To: R.M. 1869

METES AND BOUNDS DESCRIPTION

**PARCEL 39ROW**

FOR A 0.248 ACRE (10,788 SQ. FT.) TRACT OF LAND SITUATED IN THE JOSEPH M. GLASSCOCK SURVEY, ABSTRACT NO. 254, WILLIAMSON COUNTY, TEXAS. AND BEING OUT 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, SAID 0.248 ACRE TRACT OF LAND BEING SURVEYED ON THE GROUND BY DIAMOND SURVEYING DURING THE MONTH OF NOVEMBER 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=3052864.70) monumenting 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 and 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, same being on a point in the north boundary line of the called 106.42 acre tract of land conveyed to Martha Jane Beiter, recorded in Document No. 2014093155 of the Official Public Records of Williamson County, Texas, from which a 1/2" iron rod found monumenting an angle point in the west boundary line of said 10.00 acre Gauny tract and the east boundary line of said 21.63 acre Williamson County, Texas tract, bears N 16°18'40" W for a distance of 145.38 feet;

THENCE, N 68°53'08" E with the south boundary line of said 10.00 acre Gauny tract and said north boundary line of the 106.42 acre Beiter tract for a distance of 426.25 feet to a 1/2" iron rod set with cap marked "Diamond Surveying" (Surface Coordinates: N=10213237.62, E=3053262.33) on the southeast corner of said 10.00 acre Gauny tract and the southwest corner of said 15.692 acre Pezold tract, for the southwest corner and **POINT OF BEGINNING** hereof;

THENCE, **N 13°35'56" W** with the west boundary line of said 15.692 acre Pezold tract and the east boundary line of said 10.00 acre Gauny tract for a distance of **170.69 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying" for the north corner hereof, from which a 1/2" iron rod found monumenting the most westerly northwest corner of said 15.692 acre Pezold tract and an exterior ell corner of said 10.00 acre Gauny tract, same being on an angle point in the south boundary line of the called 3 acre tract of land

County: Williamson  
Parcel No.: 39ROW  
Tax ID: R022215  
Highway: SH 29 Liberty Hill Bypass  
Limits: From: CR 279  
To: R.M. 1869

conveyed to Clara A. Cantrell and John N. Cantrell, recorded in Volume 483, Page 629 of the Deed Records of Williamson County, Texas, bears N 13°35'56" W for a distance of 295.69 feet;


THENCE, **S 52°24'35" E** through the interior of said 15.692 acre Pezold tract for a distance of **209.07 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying" on the south boundary line of said 15.692 acre Pezold tract and said north boundary line of the 106.42 acre Beiter tract, for the southeast corner hereof, from which a 1/2" iron rod found monumenting an angle point on said south boundary line of the 15.692 acre Pezold tract and said north boundary line of the 106.42 acre Beiter tract, bears N 78°12'17" E for a distance of 14.53 feet;

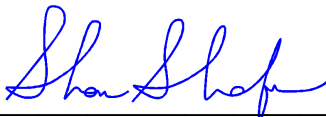
THENCE, with said south boundary line of the 15.692 acre Pezold tract and said north boundary line of the 106.42 acre Beiter tract, the following two (2) courses and distances:

1. **S 78°12'17" W** for a distance of **66.43 feet** to a 1/2" iron rod found, for an angle point hereof;
2. **S 67°42'57" W** for a distance of **65.39 feet** to the **POINT OF BEGINNING** hereof and containing 0.248 acre 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.

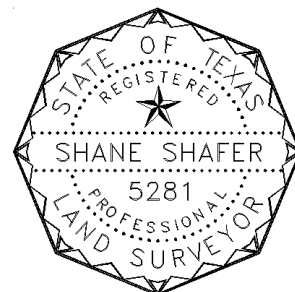
 **DIAMOND SURVEYING, INC.**  
116 SKYLINE ROAD, GEORGETOWN, TX 78628  
(512) 931-3100  
T.B.P.L.S. FIRM NUMBER 10006900



November 16, 2020

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 39 ROW LTS\PARCEL 39ROW SH 29 BYPASS LH.doc

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 0.248 ACRE (10,788 SQ. FT.) TRACT OF LAND SITUATED IN THE JOSEPH M. GLASSCOCK SURVEY, ABSTRACT NO. 254, WILLIAMSON COUNTY, TEXAS, AND BEING OUT 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.  
PROPERTY ADDRESS: 3607 RR 1869, LIBERTY HILL, TX 78642

LINE	BEARING	DISTANCE
L1	S78°12'17"W	66.43'
L2	S67°42'57"W	65.39'
L3	N78°12'17"E	14.53'

CLARA A. CANTRELL AND  
JOHN N. CANTRELL  
CALLED 3 AC.  
VOL. 483, PG. 629

SCALE: 1" = 100'

R022215

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

JOSEPH M GLASSCOCK SURVEY  
ABSTRACT NO. 254

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

MARTHA JANE BEITER  
CALLED 106.42 ACRES  
DOC. NO. 2014093155  
DESCRIBED BY METES & BOUNDS AS  
190 ACRES IN VOL. 439, PG. 419,  
SAVE AND EXCEPT 83.53 ACRES  
RECORDED IN VOL. 413, PG. 107

P.O.B.  
SURFACE COORDINATES:  
N=10213237.62  
E=3053262.33

P.O.C.  
SURFACE COORDINATES:  
N=10213084.07  
E=3052864.70

PARCEL 39ROW  
SHEET 1 OF 2

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

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 0.248 ACRE (10,788 SQ. FT.) TRACT OF LAND SITUATED IN THE JOSEPH M. GLASSCOCK SURVEY, ABSTRACT NO. 254, WILLIAMSON COUNTY, TEXAS, AND BEING OUT 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.  
PROPERTY ADDRESS: 3607 RR 1869, LIBERTY HILL, TX 78642

### LEGEND

●	IRON ROD FOUND
○	IRON ROD SET WITH CAP MARKED "DIAMOND SURVEYING"
— X — X — X —	WIRE FENCE
— · — · — · — · —	PROPOSED RIGHT-OF-WAY
— — — — —	RIGHT-OF-WAY
	R.O.W.
	P.O.B. POINT OF BEGINNING
	P.O.C. POINT OF COMMENCEMENT

### TITLE COMMITMENT NOTES:

Only those easements and restrictions listed in Schedule B of Title Resources Guaranty Company, Commitment for Title Insurance GF No. 2053497-KFD, which bears an effective date of September 22, 2020 and an issued date of September 30, 2020 were reviewed by the Surveyor. No other easement record research was performed by Diamond Surveying, Inc.

#### 10d) Easement:

Recorded: Volume 473, Page 353, Deed Records,

Williamson County, Texas.

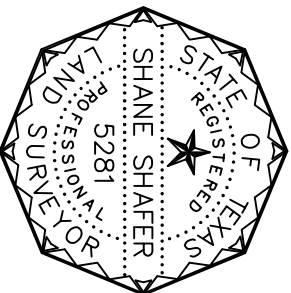
To: Liberty Hill Water Supply Corp.

Purpose: Water Line

Not a part of subject tract.

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 November 12, 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.



PARCEL 39ROW  
SHEET 2 OF 2

SHANE SHAFER, R.P.L.S. NO. 5281  
NOVEMBER 16, 2020  
DATE

### 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, ACCORDING TO F.E.M.A. FLOOD INSURANCE RATE MAP FOR WILLIAMSON COUNTY, TEXAS, MAP NO. 48491C0245F, EFFECTIVE DATE OF DECEMBER 20, 2019.

# EXHIBIT "B"

Parcel 39

## DEED

Liberty Hill Bypass Right of Way

THE STATE OF TEXAS

§

§

COUNTY OF WILLIAMSON

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**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 CASEY PEZOLD, 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 0.248 acre (10,788 square foot) 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 39)

**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 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:**

\_\_\_\_\_  
Casey Pezold

**ACKNOWLEDGMENT**

STATE OF TEXAS

§

§

COUNTY OF \_\_\_\_\_

§

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2021 by Casey Pezold, 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:**