

## **REAL ESTATE CONTRACT**

Liberty Hill Bypass

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **LAURA MOSCATELLI** (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 0.046 acre (1,984 square foot) tract of land in the Henry Field Survey, Abstract No. 233, Williamson County; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 1**);

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 TWELVE THOUSAND FIVE HUNDRED and 00/100 Dollars (\$12,500.00).

#### **Payment of Purchase Price**

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

### Special Provisions and Additional Consideration

2.03. As Additional Consideration for the conveyance of the Property, and as an obligation which shall survive the Closing of this transaction, Purchaser agrees that as part of its proposed Liberty Hill Bypass interim roadway project ("Project") it shall cause a replacement driveway between CR 279 and the remaining property of Seller to be constructed in the location and according to the design, plan and specifications as shown in Exhibit "B" attached hereto and incorporated herein. By execution of this Agreement, Seller grants permission to Purchaser, its contractors and agents to temporarily access the remaining property of Seller solely to the extent and only for the duration necessary for Purchaser to carry out the obligations of this paragraph.

Other than during specific periods of temporary reconstruction closure which shall be agreed to between Seller and Purchaser in advance, Seller shall at all times during construction of the Project maintain reasonable ingress and egress from CR 279 at the existing driveway location alignment for the current uses of 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

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

### **ARTICLE IV REPRESENTATIONS AND WARRANTIES OF SELLER**

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

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

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

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

**ARTICLE V**  
**CLOSING**  
Closing Date

5.01. The Closing shall be held at the office of Texas National Title Company on or before March 15, 2022, or at such time, date, and place as Seller and Purchaser may otherwise agree, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

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

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

(2) The Deed shall be in the form as shown in Exhibit "C" 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.

**SELLER:**

Laura Moscatelli  
Laura Moscatelli

Address: 1612 Carriage Hills Trail  
Cedar Park, TX 78613

Date: Jan. 20, 2022

**PURCHASER:**

WILLIAMSON COUNTY, TEXAS

By: Bill Gravell Jr.  
Bill Gravell (Feb 1, 2022 13:06 CST)  
Bill Gravell, Jr.  
County Judge

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

Date: Feb 1, 2022

### PROPERTY DESCRIPTION

S:\BINKLEY-BARFIELD\BAGDAD ROAD 2020\PARCELS\BAGDAD RD-CR 279-REV PARCEL 1-MOSCATELLI.doc



## LEGEND

● 1/2" IRON ROD FOUND UNLESS NOTED	( ) RECORD INFORMATION
⊙ IRON ROD FOUND W/ALUMINUM CAP	— LINE BREAK
⊙ 1/2" IRON PIPE FOUND UNLESS NOTED	— DENOTES COMMON OWNERSHIP
▲ 60/D NAIL FOUND	P.O.B. POINT OF BEGINNING
△ CALCULATED POINT	N.T.S. NOT TO SCALE
○ 1/2" IRON ROD W/ ALUMINUM CAP	D.R.W.C.T. DEED RECORDS
STAMPED "WILLIAMSON COUNTY" SET	O.R.W.C.T. OFFICIAL RECORDS
(UNLESS NOTED OTHERWISE)	WILLIAMSON COUNTY, TEXAS
ℙ PROPERTY LINE	O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS
	WILLIAMSON COUNTY, TEXAS

BECKY FAURIE  
10.00 ACRES  
VOL. 1453, PG. 908  
O.R.W.C.T.

HENRY FIELD SURVEY  
ABSTRACT No. 233

NO.	DIRECTION	DISTANCE
L1	S70° 41' 19"W	51.35'
L2	S70° 41' 19"W	29.17'

J. PATRICK HARLOW  
& LISA M. HARLOW  
(TRACT 2)  
54.068 ACRES  
DOC. No. 1996039594  
O.R.W.C.T.

LAURA MOSCATELLI  
1.00 ACRE  
DOC. No. 2016095223  
O.P.R.W.C.T.

STA. 335+60.24  
571.92' LT

1  
0.046 AC.  
1,984 SQ. FT.

1) ALL BEARINGS SHOWN HEREON ARE BASED ON GRID BEARING. ALL DISTANCES ARE SURFACE DISTANCES. COORDINATES ARE SURFACE VALUES BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE.

2) THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A TITLE ABSTRACT. THERE MAY BE OTHER INSTRUMENTS OF RECORD THAT AFFECT THIS TRACT NOT DEPICTED HEREON.

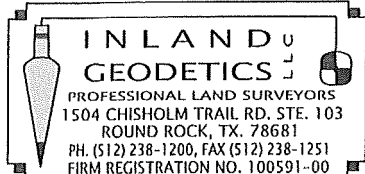
I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

**PRELIMINARY**  
This document shall not be  
recorded for any purpose.

M. STEPHEN TRUESDALE  
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933  
LICENSED STATE LAND SURVEYOR  
INLAND GEODETICS, LLC  
FIRM REGISTRATION NO. 100591-00  
1504 CHISHOLM TRAIL ROAD, SUITE 103  
ROUND ROCK, TEXAS 78681

DATE

04/20/2021



PARCEL PLAT SHOWING PROPERTY OF

LAURA MOSCATELLI

PARCEL 1  
0.046 ACRES  
1,984 Sq. Ft.

SCALE  
1" = 50'

PROJECT  
BAGDAD ROAD

COUNTY  
WILLIAMSON

PAGE 2 OF 2

NO.	DATE	REVISION	APPROVED

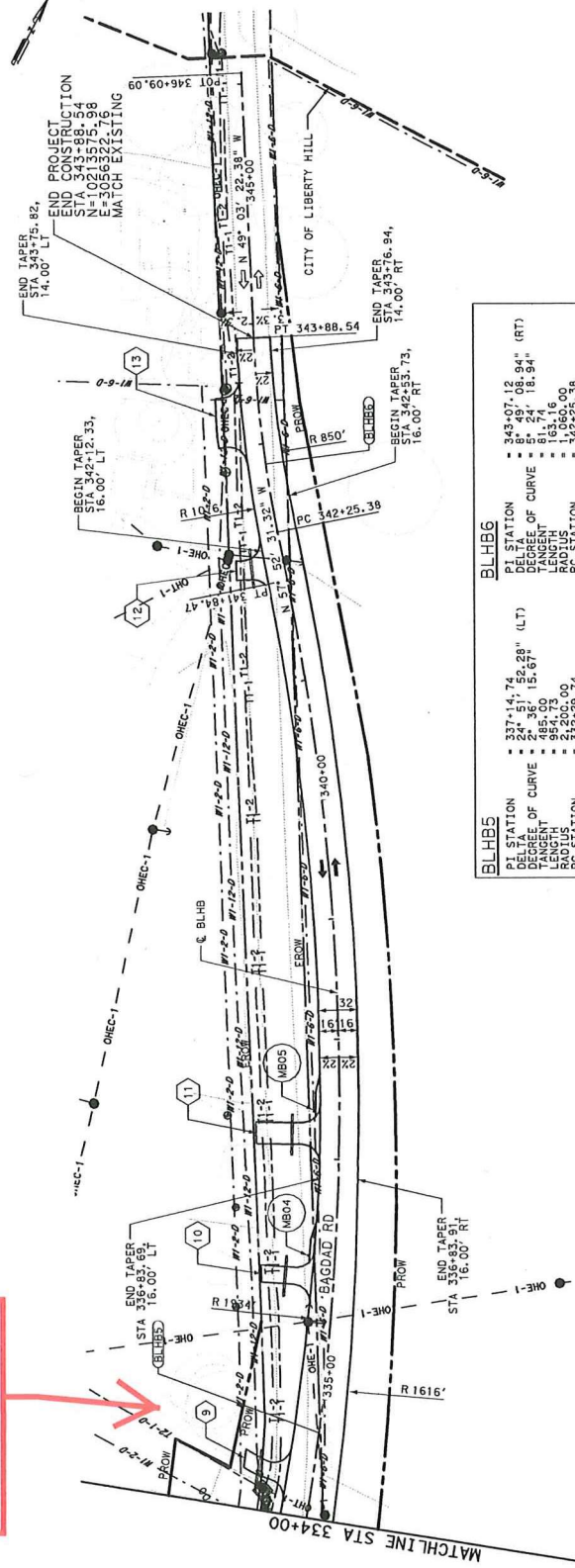


**LEGEND:**

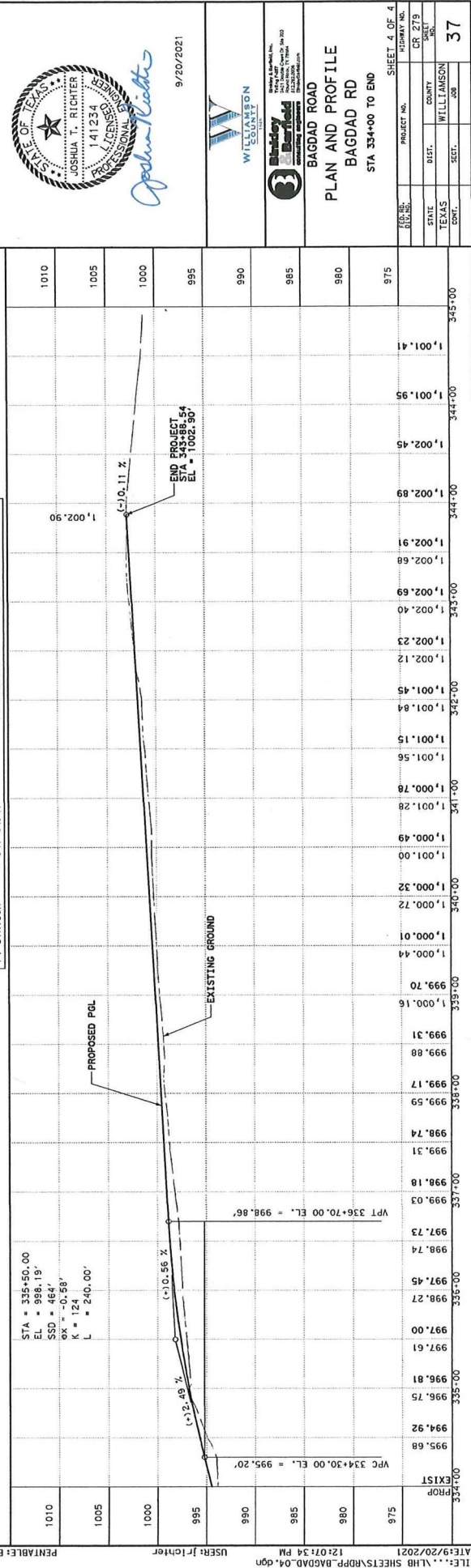
- XX-XX CURVE ID LABEL
- EXISTING TRAFFIC
- PROPOSED TRAFFIC
- DRIVEWAY ID LABEL
- MAILBOX TURNOUT ID LABEL

# EXHIBIT "B"

Moscattelli (1)



BLHB5		BLHB6	
PI STATION	337+14.74	PI STATION	343+07.12
DELTA	24° 51' 52.28" (LT)	DELTA	8° 49' 08.94" (RT)
DEGREE OF CURVE	24° 51' 52.28"	DEGREE OF CURVE	8° 49' 08.94"
LENGTH	361.15	LENGTH	185.94
RADIUS	954.33	RADIUS	163.16
PT STATION	341+84.47	PT STATION	343+88.54
END TAPER	STA 336+83.91, 16.00' RT	END TAPER	STA 343+76.94, 14.00' RT



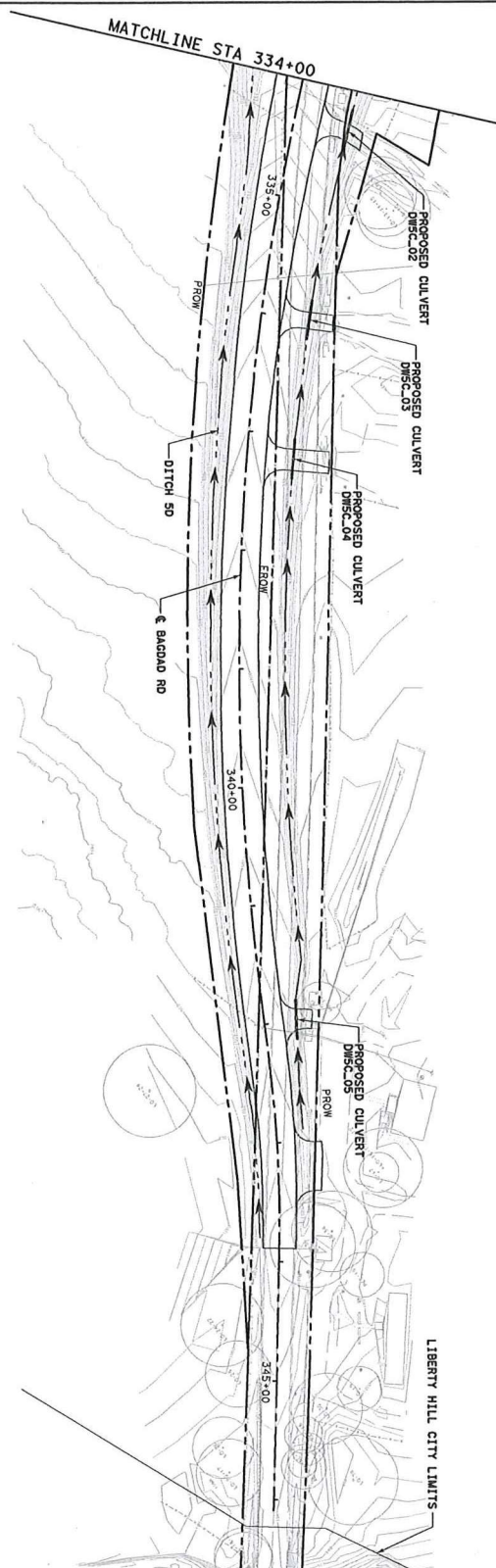
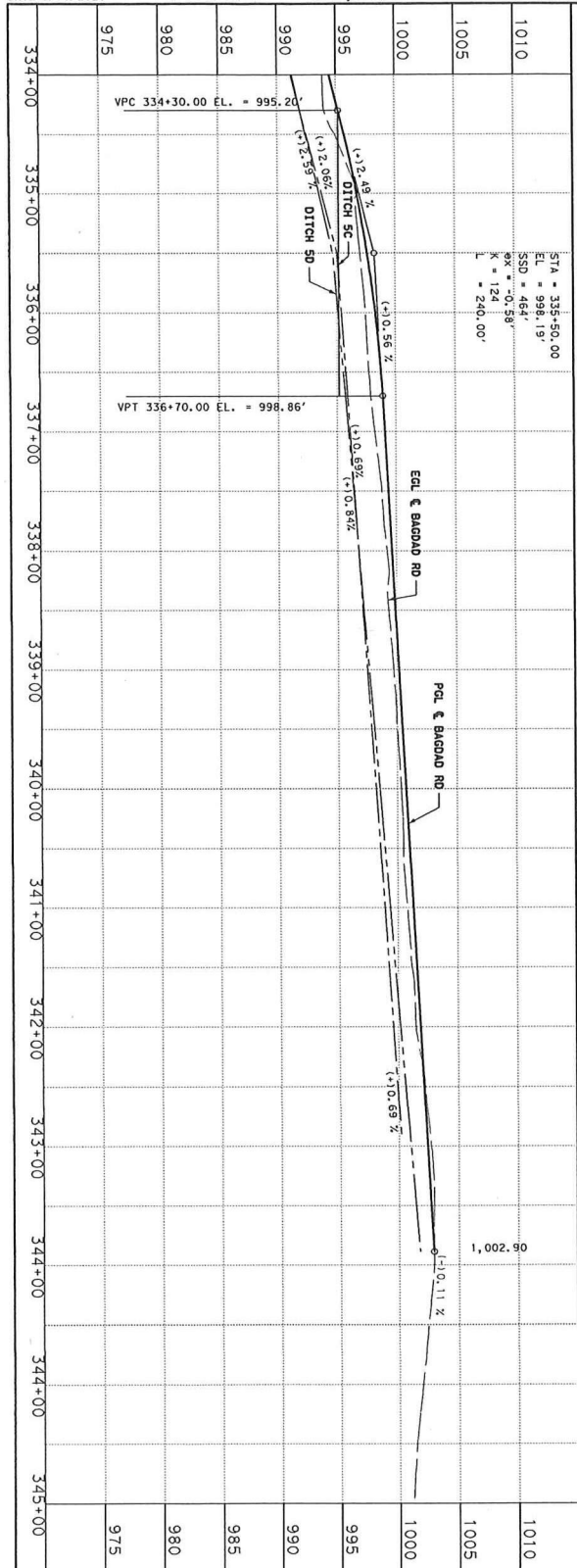
9/20/2021



Bagdad Road PLAN AND PROFILE BAGDAD RD STA 334+00 TO END		SHEET 4 OF 4 PROJECT NO. CD 279 DATE 9/20/2021
STATE	COUNTY	37
TEXAS	WILLAMSON	
CON.	SEC.	







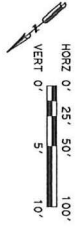
LIBERTY HILL CITY LIMITS

LEGEND:

- EXIST ROW
- PROP ROW
- DITCH FLOWLINE

NOTES:

- REFER TO THE DITCH DRAINAGE PLAN FOR DITCH LOCATIONS.
- REFER TO DRIVEWAY CULVERT SUMMARY FOR PROPOSED DRIVEWAY CULVERT INFORMATION.



NO.	DATE	REVISION	APPROVED



*Eleanor R. Rivera*  
9/17/2021



BAGDAD ROAD  
DRAINAGE PLAN AND PROFILE  
STA 334+00 TO END

PROJECT NO.	CS 219
DATE	09/21/21
STATE	TEXAS
COUNTY	WILLAMSON
SECTION	400
SHEET	59

# EXHIBIT "C"

Parcel 1

## DEED

Liberty Hill Bypass Right of Way

THE STATE OF TEXAS

§

COUNTY OF WILLIAMSON

§

§

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

**NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:**

That LAURA MOSCATELLI, a single person, 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 0.046 acre (1,964 square foot) tract of land in the Henry Field Survey, Abstract No. 233, Williamson County; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (Parcel 1)

**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/CR279.

**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 \_\_\_\_\_, 2022.

*[signature page follows]*

**GRANTOR:**

\_\_\_\_\_  
Laura Moscatelli

**ACKNOWLEDGMENT**

STATE OF TEXAS

§

§

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

§

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2022 by Laura Moscatelli, 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:**