



**CITY COUNCIL SPECIAL CALLED MEETING
THURSDAY - OCTOBER 21, 2021 - 7:00 PM
AGENDA**

**Liberty Hill Learning and Event Center
14875 W. State Highway 29
Liberty Hill, Texas**

**Angela Jones
Crystal Mancilla
Chris Pezold**

**Tony DeYoung
Kathy Canady
Liz Branigan**

NOTICE

Notice is hereby given that a Special Meeting of the City Council of Liberty Hill, Texas has been called by Liz Branigan, Mayor.

LIVE VIDEO STREAMING

Please click the link on the City's Facebook page to watch the meeting live.

PLEASE SILENCE YOUR CELL PHONES

1) CALL TO ORDER

Establish quorum.

2) CONVENE TO EXECUTIVE SESSION

City Council will convene into Executive Session for discussion of the following items pursuant to Texas Government Code Section 551.071 (Consultation with Attorney), Section 551.072 (Deliberations about Real property), Section 551.073 Deliberations about Gifts and Donations, Section 551.074 (Personnel Matters), Section 551.076 (Deliberations about Security Devices), and Section 551.087 (Economic Development).

a) Section 551.071 Consultation with Attorney

Consultation with attorney regarding the donation of property located at 900 S. Stubblefield Lane.

3) RECONVENE TO REGULAR SESSION

City Council will reconvene to Regular Session for deliberation and possible action of the following items pursuant to Texas Government Code 551.071 (Consultation with Attorney), Section 551.072 (Deliberation about Real Property), Section 551.073 (Deliberations about Gifts and Donations), Section 551.074 (Personnel Matters), Section 551.076 (Deliberations about Security Devices), and Section 551.087 (Economic Development).

- a) Section 551.071 Consultation with Attorney
Consultation with attorney and possible action regarding the donation of property located at 900 S. Stubblefield Lane.

4) REGULAR AGENDA

- a) Consideration and possible action regarding the donation to the City of Liberty Hill of the property located at 900 Stubblefield Lane. Presented by Lacie Hale, City Administrator.

5) ADJOURNMENT

The City Council, Boards, and Commissions reserve the right to reconvene, recess, realign, change the order of business, or adjourn into Executive Session at any time during the course of the meeting, prior to adjournment, to discuss any item listed above, as authorized by Texas Government Code Section §551.071 (Consultation with Attorney), §551.072 (Deliberations about Real Property), §551.073 (Deliberations about Gifts and Donations), §551.074 (Personnel Matters), §551.076 (Deliberations about Security Devices), and §551.087 (Development). In compliance with the Americans with Disabilities Act, the City of Liberty Hill will provide reasonable accommodation for persons attending meetings. To better serve you, requests need to be received 48 hours prior to the meeting. Contact the City Secretary at 512-778-5449 – Extension 112.

POSTING CERTIFICATION: I, NANCY SAWYER – CITY SECRETARY – CITY OF LIBERTY HILL certify that the attached notice of meeting was duly posted on the bulletin board at Council Chambers located at 2801 Ranch Road 1869 in Liberty Hill, Texas and on the City website (www.libertyhilltx.gov) on the _____ day of _____, 2021 at _____. Nancy Sawyer – City Secretary.

REMOVAL CERTIFICATION: I NANCY SAWYER – CITY SECRETARY – CITY OF LIBERTY HILL certify that the attached notice of meeting was removed from the bulletin board at Municipal Court / Council Chambers located at 2801 Ranch Road 1869 in Liberty Hill, Texas on the _____ day of _____, 2021 at _____. INITIALS _____



**CITY COUNCIL CITY COUNCIL SPECIAL
CALLED MEETING
THURSDAY - OCTOBER 21, 2021
2801 Ranch Road 1869 - Liberty Hill**

AGENDA ITEM 4.a

Consideration and possible action regarding the donation to the City of Liberty Hill of the property located at 900 Stubblefield Lane. Presented by Lacie Hale, City Administrator.



City of Liberty Hill

926 Loop 332 – P.O. Box 1920
Liberty Hill, Texas 78642

Mayor Liz Branigan

Phone (512) 778-5449
Fax (512) 778-5418

July 15, 2021

Central Park Living LLC
c/o Chris Pezold
10500 N Interstate 35
Suite #C
Austin, Texas 78753

RE: Non-Binding Letter of Intent

Real Estate Donation: 900 Stubblefield Lane, Williamson County, Texas

Mr. Pezold:

The City of Liberty Hill is pleased to present to you this non-binding Letter of Intent, which along with the City Council's resolution (dated July 7, 2021) expresses the City's willingness to accept your proposed donation of certain real estate if and when all formalities are satisfied. Negotiations will be coordinated by the Office of the City Administrator. The official documentation will be drafted by the Office of the City Attorney with you being afforded the opportunity to have the paperwork reviewed by your own, personal legal counsel.

The purpose of this non-binding Letter of Intent is to commence the negotiation process in good faith in order to facilitate the formalization of the details. If negotiations are successful, the formalities will ultimately take the form of a binding donation agreement, deed, and resolution of acceptance (among other papers). The City's execution and your acknowledgment of this letter authorizes City staff to proceed with negotiations, document preparation, and any necessary due diligence. We will assess the Property's condition, value, survey, title, etc.

Neither this letter, nor the Council's resolution, create an obligation on either party, at this time.

Sincerely,

Lacie Hale
City Administrator
City of Liberty Hill

ACKNOWLEDGMENT:



Chris Pezold
Central Park Living LLC

July 15, 2021
Date

CITY OF LIBERTY HILL

RESOLUTION NO. 21-R-07.07-04

REAL ESTATE DONATION

A RESOLUTION OF THE CITY OF LIBERTY HILL, TEXAS, AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTED A NONBINDING LETTER OF INTENT TO ACCEPT A DONATION OF 9.197 ACRES OF REAL PROPERTY LOCATED AT 900 STUBBLFIELD LANE FOR PUBLIC PURPOSES INCLUDING BUT NOT LIMITED TO PUBLIC PARK FACILITIES, TRANSPORTATION AND UTILITY INFRASTRUCTURE

WHEREAS, Chris Pezold (Owner), has expressed a desire to donate certain real estate to the City of Liberty Hill, Texas; and

WHEREAS, Owners’ real estate consists of approximately 9.197 acres, situated along the San Gabriel River, located at or about 900 Stubblefield Lane in the extraterritorial jurisdiction of the City of Liberty Hill, in Williamson County, Texas (Property); and

WHEREAS, the City Council of the City of Liberty Hill (“City Council”) finds it to be in the public interest, and beneficial for the public health, safety, and welfare to acquire the Property; and

WHEREAS, the City Council is authorized to acquire, maintain, and improve land for parks, playgrounds, and recreational facilities in accordance with authority granted under Texas Local Government Code chapters 315 and 331, and under Texas Government Code chapter 1504, and other law.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Liberty Hill, Texas:

Section 1: The City Council expresses its inclination to accept Owner’s donation of the Property, provided the necessary due diligence is performed and all required documentation is prepared.

Section 2: The City Council authorizes the City Administrator to execute the attached nonbinding Letter of Intent on behalf of the City of Liberty Hill.

Section 3: The City Council authorizes the City Administrator to expend public funds in evaluating the possibility of the Property being conveyed to the City, including any due diligence and assessments for suitability to satisfy public purposes.

Section 4: The City Council authorizes the City Attorney to commence preparation of the documentation necessary to facilitate the conveyance of the Property.

Section 5: The City Council directs City staff to bring the matter back before the City Council for further deliberations and possible action when negotiations have concluded, and the necessary documentation has been prepared.

Section 6: The meeting at which this Resolution was passed was open to the public, and that public notice of the time, place, and purpose of said meeting was given as required by the Texas Open Meetings Act.

DULY RESOLVED & ADOPTED by the City Council of the City of Liberty Hill, Texas on this, the 7th day of July 2021.



APPROVED:

Liz Branigan
Liz Branigan, Mayor

ATTEST:

Nancy Sawyer
Nancy Sawyer, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez
Alan Bojorquez, City Attorney
For Alan BOJORQUEZ

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 AND DRIVER'S LICENSE NUMBER

GENERAL WARRANTY DEED

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

Central Park Living, LLC ("**Grantor**"), for and in consideration of the sum of Ten and No/100ths Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which consideration are hereby acknowledged, has Granted, Sold, and Conveyed, and by these presents does Grant, Sell, and Convey, unto City of Liberty Hill, Texas, a Texas Type A, general law city, ("**Grantee**") having an address of 926 Loop 332, Liberty Hill, Texas 78642, the following (collectively, the "**Property**"):

(i) the land situated in the County of Williamson, Texas more particularly described in **Exhibit "A"** attached hereto and incorporated herein (the "**Land**"), together with all rights, privileges and appurtenances pertaining thereto, including, but not limited to:

(ii) all houses, buildings, structures, wells, owned by Grantor, if any, and other improvements of any kind and nature located on the Land and all related landscaping, fixtures, built-in appliances, attached floor coverings and wall coverings, including but not limited to all improvements built upon the Land (collectively, the "**Improvements**");

(iii) all water rights (with rights to extract and use underground water or surface water in relation to the water rights) for irrigation, domestic use, livestock use, industrial use, and any other purpose of use recognized by the State of Texas, the Courts of Texas, and otherwise appurtenant to or in any manner associated with the Land and its use, including but not limited to all vested or unvested surface and groundwater rights, either declared, licensed, permitted, adjudicated or undeclared and all associated claims and permits related thereto (the "**Water Rights**");

(iv) all of Grantor's or interests in and to oil, gas and other minerals in, on, or under the Land, and that may be produced from the Land, including, without limitation, lignite, iron, uranium, sand, gravel, caliche and any other minerals and mineral interest, royalty interest, and executive rights owned by Grantor under the Land, together with, as applicable, all rights owned by Grantor of ingress and egress for purposes of exploring for and drilling, mining, developing, producing, handling, storing, and marketing oil, gas, coal, lignite, iron, uranium, gravel, sand, and other minerals therefrom (collectively, the "**Mineral Rights**");

(v) all oil and gas leases affecting the Land, including royalty interests, overriding royalty interest, production payments and other payments out of or measured by the value of oil and gas production from or attributable to Mineral Rights, if any;

(vi) all easements, rights of way, interests, leasehold rights, and other rights and appurtenances pertaining to and running with the Land, if any, and any interest of Grantor in any "excess

land”, “vacancies”, strips or gores between the Land and abutting properties, any and all adjacent roads, alleys, streets and any interest of Grantor in any land lying in or under the bed of any creek, stream, river, or reservoir running through, located on, or abutting or adjacent to the Land;

(vii) all wells, wellbores, water lines and any other infrastructure located on or used in connection with ground water extraction or surface water use, monitoring or other reason whether producing, plugged or unplugged, shut in or permanently or temporarily abandoned, including but not limited to all water and utility distribution systems, affixed to or located on the Land;

(viii) all utility improvements (including any existing underground utility facilities); and

(vii) personal property, if any, located on the Land.

Grantor hereby covenants that it is lawfully seized of the Property in fee simple. This General Warranty Deed is made and accepted expressly subject to the matters set forth in Exhibit “B” attached hereto and made a part hereof for all purposes but only to the extent they remain in effect and are applicable to the Property (the “**Reservations From and Exceptions to Conveyance and Warranty**”).

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances belonging in any way to the Property, unto the said Grantee, its successors and assigns forever, and Grantor binds itself and its successors and assigns to warrant and forever defend all and singular the Property to Grantee, its successors and assigns against every person lawfully claiming or to claim all or any part of the Property, subject only to the Reservations From and Exceptions to Conveyance and Warranty to the extent they remain in effect and are applicable to the Property. Grantor donates the Land to Grantee for public park purposes. The public park purposes may include utilities and a community water lift station. The Land shall be named “City of Liberty Hill Grace Park.”

[SIGNATURE AND ACKNOWLEDGMENT PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor has executed this General Warranty Deed, to be effective as of this _____ day of _____, 2021.

GRANTOR: CENTRAL PARK LIVING,
LLC

By: _____
Printed Name: Chris Pezold
Title: Managing Member

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me this _____ day of _____, 2021, by Chris Pezold, as Managing Member, of Central Park Living, LLC.

(SEAL)

Notary Public in and for State of _____

Print name of notary

My Commission Expires: _____

EXHIBIT A
To General Warranty Deed
LEGAL DESCRIPTION

9.197 acres (400,752 SF) tract of land located at the South San Gabriel River, out of the J.M. Glasscock Survey Abstract No. 254, with address 900 Stubblefield Lane in the extraterritorial jurisdiction of the City of Liberty Hill, Texas, Williamson County, Texas, according to survey made for tax purposes and being more particularly described by metes and bounds as follows:

FIELD NOTE DESCRIPTION OF 9.20 ACRES OF LAND OUT OF THE J.M. GLASSCOCK SURVEY ABSTRACT No. 254 IN WILLIAMSON COUNTY, TEXAS, BEING ALL OF THAT CERTAIN (9.1965 ACRE) TRACT OF LAND AS CONVEYED TO PENIZE, LLC BY GENERAL WARRANTY DEED RECORDED IN DOCUMENT No. 2015012435 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½" iron rod set with a plastic cap imprinted with "Holt Carson, Inc." in the West right-of-way line of Stubblefield Lane for the North corner of that certain (9.1965 acre) tract of land as conveyed to Penize, LLC by General Warranty Deed recorded in Document No. 2015012435 of the Official Public Records of Williamson County, Texas and for the easterly Southeast corner of that certain (90.29 acre) tract of land as conveyed to Brad H. Adair, Trustee, by Warranty Deed with Affidavit of Correction recorded in Document No. 2015036821 of the Official Public Records of Williamson County, Texas, and being the Northeast corner and PLACE OF BEGINNING of the herein described tract of land, and from which a ½" iron rod found in the West right-of-way line of Stubblefield Lane for an angle corner in the East line of said Adair (90.29 acre) tract bears N 18 deg. 32' 16" W 46.10 ft. -

THENCE with the West right-of-way line of Stubblefield Lane and with the East line of said Penize (9.1965 acre) tract, S 18 deg. 32' 16" E 894.66 ft. to a ½" iron rod found for the Southeast corner of said Penize (9.1965 acre) tract and in a North line of that certain (1011.979 acre) tract of land as conveyed to Williamson County, Texas by Special Warranty Deed recorded in Document No. 2008070649 of the Official Public Records of Williamson County, Texas, and being the Southeast corner of this tract -

THENCE with the common line of said Penize (9.1965 acre) tract and said (1011.979 acre) tract, the following four (4) courses -

- 1) S 70 deg. 23' 20" W 170.09 ft. to a ½" iron rod found -
- 2) S 21 deg. 38' 26" E 83.72 ft. to a ½" iron rod found -
- 3) S 84 deg. 32' 07" W 237.51 ft. to a ½" iron rod found -
- 4) S 76 deg. 30' 15" W 117.29 ft. to a point in the approximate centerline of the South San Gabriel River for an angle corner of said Penize (9.1965 acre) tract and for a Southeasterly angle corner of said Adair (90.29 acre) tract, and being an angle corner of this tract -

THENCE with the approximate centerline of the South San Gabriel River and with the common line of said Penize (9.1965 acre) tract and said Adair (90.29 acre) tract, N 69 deg. 37' W 249.18 ft. to an inundated point for the Southwest corner of said Penize (9.1965 acre) tract -

THENCE leaving the South San Gabriel River and continuing with the common lines of said Penize (9.1965 acre) tract and said Adair (90.29 acre) tract, the following four (4) courses -

- 1) N 06 deg. 33' 43" E 335.46 ft. -
- 2) N 61 deg. 04' 34" E 190.81 ft. to a ½" iron rod found -
- 3) N 19 deg. 02' 56" E 511.77 ft. to a ½" iron rod found -
- 4) N 56 deg. 51' 39" E 67.63 ft. to the PLACE OF BEGINNING, containing 9.20 acres of land.

EXHIBIT "B"
to General Warranty Deed

Reservations From and Exceptions to Conveyance and Warranty

None

DRAFT

**900 STUBBLEFIELD LN.
DONATION AGREEMENT**

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This Donation Agreement (“Agreement”) is made and entered into by and between the **City of Liberty Hill, Texas**, a Texas Type A, general law city, acting by and through its duly authorized Mayor (the “City”), and the **Central Park Living, LLC**, a Texas limited liability company (collectively herein referenced to as the “Owner.”) The City and Owner are sometimes each individually referred to as a “Party” and sometimes collectively herein referenced as the “Parties.”

WHEREAS, the City of Liberty Hill, as Texas Type A, a general law city located in Williamson, County, Texas, is authorized to accept donations for the benefit of the City and its residents; and

WHEREAS, the City of Liberty Hill is eligible under United States Internal Revenue Code Section 170(c)(1) to receive tax-deductible charitable contributions, which the City encourages; and

WHEREAS, Central Park Living, LLC desires to donate to the City a 9.197 acre (400,752 SF) tract of land located at the South San Gabriel River, out of the J.M. Glasscock Survey Abstract No. 254, with address 900 Stubblefield Lane in the extraterritorial jurisdiction of the City of Liberty Hill, Texas, Williamson County, Texas (the “Property”); and

WHEREAS, the City Council of the City of Liberty Hill finds that the Property will enable the City to offer innumerable opportunities for a public park and utilities infrastructure services to the citizens of the City; and

WHEREAS, the City Council further finds that acceptance of the Property will not pose an undue nor continuing financial burden on the City, nor create a public obligation that outweighs the public benefits; and

WHEREAS, the City Council has by Resolution No. _____, attached hereto as *Exhibit A*, accepted Central Park Living, LLC’s donation on behalf of the citizens of the City; and

WHEREAS, the City Council finds that this Donation Agreement will ensure complete implementation of the donation.

NOW THEREFORE, for and in consideration of the mutual covenants and obligations hereinafter set forth, and for other good and valuable consideration, the City and Owner herein bargain, covenant, and agree with one another as follows:

1. Purpose

This Agreement serves as a statement or exchange of promises between the Parties. It is enacted to provide clear responsibilities and duties for the donation of that certain property by the Owner and acceptance thereof by the City.

2. Definitions

Agreement: this Donation Agreement.

City: the City of Liberty Hill, Texas, 926 Loop 332, Liberty Hill, Texas 78642.

Deed: a General Warranty Deed, substantially in the form attached hereto as *Exhibit B*, and incorporated fully herein, pursuant to which Owner shall donate the Property to the City.

Donation: the charitable transfer and contribution by Owner of the Property to the City.

Owner: Central Park Living, LLC, 10500 N. IH 35#C, Austin Texas 78753.

Parties: the City of Liberty Hill, Texas and the Central Park Living, LLC, collectively.

Property: a 9.197 acres (400,752 SF) tract of land located at the South San Gabriel River. Legally described as lot AW0254 – Glasscock, J. Sur, with address 900 Stubblefield Lane in the extraterritorial jurisdiction of the City of Liberty Hill, Texas, Williamson County, Texas

3. Owner Representation and Warrants

- a. Owner warrants that the Property is not under contract, indenture, mortgage, loan, agreement, default, or part of a joint venture with any other party. Owner further represents that ownership of the Property is not in violation of any law, ordinance, governmental rule or regulation or court decree to which it may be subject, nor has Owner failed to obtain and maintain in full force and effect any license, permit, certificate, franchise, or other governmental authorization necessary in regard to the ownership of the Property. Owner warrants that there are no covenants or restrictions on the Property. Owner will reimburse the City for any undiscovered covenants or restrictions up to three (3) years from the execution of this Agreement.

4. City Approval and Acceptance

The City Council finds that the donation of the Property will not unnecessarily burden the City. Accordingly, on behalf of the City of Liberty Hill, Texas, the City Council hereby approves and accepts from Central Park Living, LLC for and on behalf of the Central Park Living, LLC, the Donation for public park purposes. The public park purposes may include utilities and a community water lift station. The Property shall be named "City of Liberty Hill Grace Park." The City's acceptance is evidenced by execution of this Agreement. The City Council authorizes the Mayor to execute this Agreement on the City's behalf.

5. Terms and Conditions

The Parties agree to the grant and acceptance of the donation upon the terms and conditions as follows:

- b. The donation includes the fee simple, water and mineral rights of the Property, and improvements.
- c. The deed will reflect the conveyance of the fee simple water and mineral rights, and improvements of the Property.
- d. Owner will perform, at its expense, and provide an appraisal of the Property to the City.
- e. The City will conduct, at its expense, a survey of the Property to include a legal description and map of the Property.
- f. The City will prepare, at its expense and for review and approval by Owner, a General Warranty Deed for execution by Owner conveying the Property from the Owner to the City. Said documents will include a legal description and survey with map of the Property.
- g. Upon the execution of this Agreement, or no later than [REDACTED], 2021, Owner shall execute the General Warranty Deed to transfer ownership of the Property to the City.
- h. The City shall, at its expense, record the General Warranty Deed with the Williamson County Clerk's Office.
- i. The date of conveyance of the Property will be [REDACTED], 2021 ("Conveyance Date").
- j. Ad valorem taxes and other taxes and fees attributable to or assessed on the Property for the tax year 2021 and water rights contracts, if applicable, will be prorated as of the conveyance date with each Party responsible for its prorated portion. Owner will pay any subsequent assessments for prior years due to change in land usage, ownership or both.

- k. The use of the Property shall be subject to **restrictions, if any, set forth in the deed.**
- l. Owner will retain access and right of entry to the Property through the conveyance date in order to remove personal and nonreality items from the Property.

6. Dedication

Owner donates the Property to the City for public park purposes. The public park purposes may include utilities and a community water lift station. The Property shall be named “City of Liberty Hill Grace Park.”

7. Tax Deduction

Upon conveyance of the Property, Owner will be entitled to receive a tax deduction for the donation to the City. Upon recordation of the deed, the City will provide Owner with a written acknowledgement of the City’s full and complete acceptance of the Donation for Owner’s tax records and reporting. Owner shall be responsible for determining the value of the Donation for tax deduction purposes.

8. Party Authorizations

The Parties represent and warrant that each is duly authorized and has the full power, right and authority to enter into this Agreement; that this Agreement is duly and validly executed and delivered by the party’s respective representative and that this Agreement constitutes a valid and binding obligation.

9. Term

The term of this Agreement shall be in effect from the date of execution through the conveyance date unless otherwise agreed to in writing by both Parties through an amendment to this Agreement.

10. Effective Date

This agreement is effective on the last date of execution by the Parties as provided herein.

11. Entire Agreement and Amendments

This Agreement represents the entirety of the agreement between the Parties, unless otherwise approved in writing by both Parties and made a part of this Agreement. This Agreement may be amended only by a signed writing by the Parties.

12. Other Documents

The Parties agree to execute such further documents, including the deed, and to take such further acts as may be necessary or required to carry out the terms of this Agreement.

13. Transferability and Third Party

Except as may otherwise be expressly provided herein, the rights and obligations created by this Agreement may not be transferred or assigned to another party without the express written consent of the Parties. Further, the terms and provisions of this Agreement are for the sole benefit of the Parties, and no third party whatsoever is intended to benefit from this Agreement.

14. Governing Law

The laws of the State of Texas shall govern any disputes or conflicts that arise regarding this Agreement. Venue shall be in Williamson County.

15. Severability

The provisions of this Agreement are severable, and if any provision or part of this Agreement or the application thereof to any person or circumstance shall ever be held by any agency or court of competent jurisdiction to be unenforceable, invalid, or unlawful for any reason, the remainder of this Agreement shall not be affected thereby.

16. Indemnification

Owner agrees to indemnify and hold the City harmless from any damages occurring from the alleged negligence of Owner, his agents, volunteers, servants, and employees in the performance of this Agreement.

17. Notice

Any notice and/or statement required shall be in writing and addressed to the Parties at the addresses provided herein.

18. Counterparts

This Agreement may be executed in any number of counterparts, and it will not be necessary that the signatures of all Parties be contained on any one counterpart. Additionally, for purposes of facilitating the execution of this Agreement: (a) the signature pages from separate, individually executed counterparts of this Agreement may be combined to form multiple fully executed counterparts; and (b) a facsimile signature will be deemed to be an original signature for all purposes. All executed counterparts of this Agreement will be

deemed to be originals, but all counterparts, when taken together, will constitute one and the same instrument.

EXECUTED by the Parties and **EFFECTIVE** on the last date indicated below.

OWNER:

Chris Pezold, Managing Member
Central Park Living, LLC

Date

ACKNOWLEDGMENT

State of Texas §
 §
County of Williamson §

This document was acknowledged before me on this the _____ day of _____, 2021, by Chris Pezold, as Managing Member, for CENTRAL PARK LIVING, LLC.

Notary Public, State of Texas

CITY OF LIBERTY HILL:

Liz Branigan, Mayor
City of Liberty Hill

Date

ACKNOWLEDGMENT

State of Texas §

§

County of Williamson §

This document was acknowledged before me on this the _____ day of _____, 20____, by Liz Branigan, Mayor on behalf of the **CITY OF LIBERTY HILL, TEXAS.**

Notary Public, State of Texas

LIST OF EXHIBITS

- Exhibit A: Resolution No. ----
Exhibit B: General Warranty Deed

CITY OF LIBERTY HILL

RESOLUTION NO. _____ - _____

REAL ESTATE DONATION

A RESOLUTION OF THE CITY OF LIBERTY HILL, TEXAS, ACCEPTING A DONATION OF 9.197 ACRES OF REAL PROPERTY LOCATED AT 900 STUBBLEFIELD LANE FOR PUBLIC PURPOSES OF A PUBLIC PARK AND UTILITY INFRASTRUCTURE

WHEREAS, Central Park Living, LLC (Owner), has expressed a desire to donate certain real estate to the City of Liberty Hill, Texas; and

WHEREAS, Owner’s real estate consists of approximately 9.197 acre (400,752 SF) tract of land located at the South San Gabriel River, out of the J.M. Glasscock Survey Abstract No. 254, with address 900 Stubblefield Lane in the extraterritorial jurisdiction of the City of Liberty Hill, Texas, Williamson County, Texas (“Property”); and

WHEREAS, the City Council of the City of Liberty Hill (“City Council”) finds it to be in the public interest, and beneficial for the public health, safety and welfare to acquire the Property; and

WHEREAS, the City Council is authorized to acquire, maintain, and improve land for parks, playgrounds, and recreational facilities in accordance with authority granted under Texas Local Government Code Chapters 315 and 331, and under Texas Government Code Chapter 1504, and other law; and

WHEREAS, the City Administrator has evaluated the possibility of the Property being conveyed to the City, including due diligence and assessments for suitability to satisfy public purposes; and

WHEREAS, the City Administrator recommends the City Council accept the Owner’s donation of the Property.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Liberty Hill, Texas:

Section 1: The City Council authorizes the Mayor to sign a Donation Agreement by and between the City of Liberty Hill, Texas and the Central Park Living, LLC for the donation of approximately 9.197 acre (400,752 SF) tract of land located at the South San Gabriel River, out of the J.M. Glasscock Survey Abstract No. 254, with address 900 Stubblefield Lane in the extraterritorial jurisdiction of the City of Liberty Hill, Texas, Williamson County, Texas for public park purposes.

The public park purposes may include utilities and a community water lift station. The Property shall be named “City of Liberty Hill Grace Park.”

Section 2: The meeting at which this Resolution was passed was open to the public, and that public notice of the time, place, and purpose of said meeting was given as required by the Texas Open Meetings Act.

DULY RESOLVED & ADOPTED by the City Council of the City of Liberty Hill, Texas on this, the ___ day of October ___, 2021.

APPROVED:

Liz Branigan, Mayor

ATTEST:

Nancy Sawyer, City Secretary

APPROVED AS TO FORM:

Marianella Joseph, Assistant City Attorney