

REAL ESTATE CONTRACT

Southeast Loop—Corridor A1

THIS REAL ESTATE CONTRACT ("Contract") is made by and between ROBERT W. KADERKA and BONNIE B. KADERKA (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 1.333 acre (58,047 Sq. Ft.) tract of land in the Watkins Nobles Survey, Abstract No. 484, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 65**);

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, and any damage to or cost to cure the remaining property of Seller shall be the sum of EIGHTY-FIVE THOUSAND ONE HUNDRED FIVE and 00/100 Dollars (\$85,105.00).

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 August 15, 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 monetary liens and restrictions, except for the following:

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

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

(3) Provide reasonable assistance as requested, at no cost to Seller, to cause 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, but shall otherwise be the responsibility of Seller to satisfy. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation, 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:

Robert B. Kaderka
Robert B. Kaderka
w-

Address: 2121 FM 3349
Taylor, TX 76574

Date: 7-14-21

Bonnie Kaderka
Bonnie B. Kaderka

Date: 7-14-21

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

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

Date: _____

EXHIBIT **A**
PROPERTY DESCRIPTION FOR PARCEL 65

DESCRIPTION OF A 1.333 ACRE (58,047 SQUARE FOOT), PARCEL OF LAND SITUATED IN THE WATKINS NOBLES SURVEY, ABSTRACT NO. 484 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF THAT CALLED 74.89 ACRE TRACT OF LAND (SAVE AND EXCEPT TRACT ONE – 40.836 ACRES AND TRACT TWO – 7.2773 ACRES) DESCRIBED IN WARRANTY DEED WITH VENDOR'S LIEN TO ROBERT W. KADERKA AND WIFE, BONNIE B. KADERKA RECORDED IN VOLUME 938, PAGE 195 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 1.333 ACRE (58,047 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod with aluminum cap stamped "ROW 4933" set in the proposed easterly Right-of-Way (ROW) line of F. M. 3349 (variable width ROW), being in the northerly boundary line of said remainder of the 74.89 acre tract, same being in the southerly boundary line of the remainder of that called 121.12 acre tract of land described in Warranty Deed to 3349 Land Group, LLC recorded in Document No. 2007027439 of the Official Public Records of Williamson County, Texas, for the northeasterly corner and **POINT OF BEGINNING** of the herein described parcel, and from which, a 1/2" iron rod found, being the northeasterly corner of said remainder of the 74.89 acre tract, being the southerly boundary line of said 121.12 acre tract, same being the northwesterly corner of that called 20.02 acre tract described in Warranty Deed with Vendor's Lien to Albert E. Janecka and wife, Zelma Lee Janecka recorded in Volume 2504, Page 154 of the Official Records of Williamson County, Texas, bears S 81°54'48" E, at a distance of 948.89 feet;

- 1) **THENCE**, departing said remainder of the 121.12 acre line, with said proposed easterly ROW line, through the interior of said remainder of the 74.89 acre tract, along a non-tangent curve to the right, having a delta angle of **07°58'21"**, a radius of **5,065.00** feet, an arc length of **704.79** feet and a chord which bears **S 19°52'30" W**, for a distance of **704.22** feet to an iron rod with aluminum cap stamped "ROW 4933" set in the existing easterly ROW line of F. M. 3349 (100' ROW width), same being the easterly line of that called 7.2773 acre ROW tract of land described in Deed to the State of Texas recorded in Volume 669, Page 359 of the Deed Records of Williamson County, Texas, for the southerly corner of the herein described parcel, and from which, a 5/8" smooth rod found (disturbed), being the southwesterly corner of said remainder of the 74.89 acre tract at the intersection of said existing easterly ROW line of F. M. 3349 and the existing northerly ROW line of County Road 404 (52.6' ROW width per TxDOT ROW maps for said F. M. 3349 – C.S.J. 3486-1-627 dated 07/1977), bears S 07°26'06" W, at a distance of 561.56 feet, pass a TxDOT Type 1 monument found, and continuing for a total distance of 613.95 feet;
- 2) **THENCE**, with said existing easterly ROW line, same being the westerly boundary line of said remainder of the 74.89 acre tract and the easterly line of said 7.2773 acre ROW tract, **N 07°26'06" E**, for a distance of **689.41** feet to a 1/2" iron rod found, being the northwesterly corner of said remainder of the 74.89 acre tract, same being the southwesterly corner of said remainder of the 121.12 acre tract, also being the northeasterly corner of said 7.2773 acre ROW tract and the southeasterly corner of that called 4.8614 acre ROW tract of land described in Deed to the State of Texas recorded in Volume 670, Page 280 of the Deed Records of Williamson County, Texas, for the northwesterly corner of the herein described parcel;

County: Williamson
Parcel: 65
Project: FM 3349

June 23, 2021
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- 3) **THENCE**, departing said existing easterly ROW line, with the northerly boundary line of said remainder of the 74.89 acre tract, same being the southerly boundary line of said 121.12 acre tract, **S 81°54'48" E**, for a distance of **151.71** feet to the **POINT OF BEGINNING**, containing 1.333 acres (58,047 square feet) of land, more or less;

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

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

That I, M Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct and that the property described herein was determined by a survey made on the ground under my direct supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

M. Stephen Truesdale
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, TX 78681

25 June 2021
Date



PLAT TO ACCOMPANY DESCRIPTION

06/23/2021

GRID
COORDINATES:
N=10,166,595.13
E=3,192,534.37

3349 LAND GROUP, LLC
REMAINDER OF 121.12 ACRES
DOC. No. 2007027439
O.P.R.W.C.T.

P.O.B.

S81°54'48"E
151.71'

(N79°28'48"W 2,483.42')

S81°54'48"E 948.89'

65

1.333 AC.
58,047 SQ.FT.

STATE OF TEXAS
CHANNEL EASEMENT
0.3444 ACRES
VOL. 669, PG. 356
D.R.W.C.T.

ROBERT W. KADERKA AND WIFE,
BONNIE B. KADERKA
REMAINDER OF 74.89 ACRES
VOL. 938, PG. 195
D.R.W.C.T.

N07°14'58"E 1293.55'
(N 09°56'30" E 1293.40')

ALBERT E. JANECKA, AND WIFE
ZELMA LEE JANECKA
20.02 ACRES
VOL. 2504, PG. 154
O.R.W.C.T.

WATKINS NOBLES SURVEY
ABSTRACT No. 484

JOHN KUYKENDALL SURVEY
ABSTRACT No. 378

F.M. 3349

(100' R.O.W. WIDTH)

OSTENSIBLE SURVEY LINE

PROPOSED ROW LINE

N07°26'06"E 689.41'

D.R.W.C.T.

VOL. 669, PG. 359

STATE OF TEXAS
4.8614 ACRES
VOL. 670, PG. 280
D.R.W.C.T.

"RPLS 3819"

5/8" SMOOTH
ROD
(DISTURBED)

S07°26'06"W 613.95'
561.56'

STATE OF TEXAS
7.2773 ACRES
VOL. 669, PG. 359
D.R.W.C.T.

EXISTING ROW LINE

N82°25'28"W 1104.73'

C.R. 404

(52.6' R.O.W. WIDTH PER FM 3349 TxDOT PLANS)

EXISTING ROW LINE

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
CI	07°58'21"	5,056.00'	704.79'	704.22'	S19°52'30"W

OSTENSIBLE SURVEY LINE



PARCEL PLAT SHOWING PROPERTIES OF
ROBERT W. KADERKA, and Wife
BONNIE B. KADERKA

PARCEL 65

SCALE
1" = 200'

PROJECT
F.M. 3349

COUNTY
WILLIAMSON

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PLAT TO ACCOMPANY DESCRIPTION

06/23/2021

LEGEND

○	IRON ROD WITH ALUMINUM CAP STAMPED "ROW 4933" SET
⊙	IRON ROD WITH PLASTIC CAP FOUND - AS NOTED
●	1/2" IRON ROD FOUND
■	TxDOT TYPE I CONCRETE MONUMENT FOUND
△	CALCULATED POINT
ℙ	PROPERTY LINE
↯	LINE BREAK
↔	DENOTES COMMON OWNERSHIP
P.O.B.	POINT OF BEGINNING
P.O.R.	POINT OF REFERENCE
()	RECORD INFORMATION
P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS
D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS

I) 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.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. 2073887-KFO, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE DECEMBER 28, 2020, ISSUE DATE JANUARY 8, 2021.

IOA. EASEMENT TO JONAH WATER SUPPLY CORPORATION RECORDED IN VOLUME 598, PAGE 3, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.

B. CHANNEL AND DRAINAGE EASEMENT FOR HIGHWAY PURPOSES TO STATE OF TEXAS RECORDED IN VOLUME 669, PAGE 356, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

C. ELECTRIC AND TELEPHONE DISTRIBUTION LINE(S) EASEMENT TO TEXAS POWER & LIGHT COMPANY A DIVISION OF TEXAS UTILITIES ELECTRIC CO., AND THE SOUTHWESTERN BELL TELEPHONE COMPANY RECORDED IN VOLUME 1102, PAGE 87, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT
AND THAT THE PROPERTY SHOWN HEREON WAS DETERMINED BY
A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

M. Stephen Truesdale 25 June 2021

M. STEPHEN TRUESDALE DATE
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



PARCEL PLAT SHOWING PROPERTIES OF
ROBERT W. KADERKA, and Wife
BONNIE B. KADERKA

PARCEL 65

SCALE
1" = 200'

PROJECT
F.M. 3349

COUNTY
WILLIAMSON

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EXHIBIT "B"

Parcel 65

DEED

Southeast Loop (Corridor A1) 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 ROBERT W. KADERKA and BONNIE B. KADERKA, 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 1.333 acre (58,047 Sq. Ft.) tract of land in the Watkins Nobles Survey, Abstract No. 484, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 65**).

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 and/or the State of 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 Southeast Loop/Corridor A1.

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 pages follow]

GRANTOR:

Robert W. Kaderka

ACKNOWLEDGMENT

STATE OF TEXAS

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on this the ____ day of _____, 2021 by Robert W. Kaderka, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

GRANTOR:

Bonnie B. Kaderka

ACKNOWLEDGMENT

STATE OF TEXAS

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on this the ____ day of _____, 2021 by Bonnie B. Kaderka, 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: