

## **REAL ESTATE CONTRACT**

County Road 332 Right of Way—Parcel 7

THIS REAL ESTATE CONTRACT ("Contract") is made by **HAROLD JAMES KARKOSKA and CYNTHIA GAYLE KARKOSKA a/k/a Cynthia Gail Karkoska**, as Joint Independent Executors and as Trustees of the Testamentary Trust created under the will of **Louren Karkoska, Deceased** (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 of land described as follows:

Being a 0.401 acre (17,461 square foot) parcel of land out of the Robert Lile Survey, Abstract No. 391, in Williamson County, Texas; said parcel of land being more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof. (**Parcel 7**)

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 and Additional Compensation**

2.01. The Purchase Price for the Property described in Exhibit "A", any improvement on the property, the replacement of any fencing, and for any damage to or cost to cure the remaining property of Seller shall be the sum of TWENTY-EIGHT THOUSAND TEN and 00/100 Dollars (\$28,010.00).

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

2.02. The Purchase Price shall be payable in cash or other good funds at the Closing.

**ARTICLE III  
PURCHASER'S OBLIGATIONS**

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

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

**ARTICLE IV  
REPRESENTATIONS AND WARRANTIES  
OF SELLER**

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

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

(2) Seller has 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 Longhorn Title Company on or before May 31, 2022, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on 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.

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

(2) Provide reasonable assistance as requested, at no cost to Seller, to cause the Title Company to deliver to 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 remain the continuing obligation of Seller to satisfy. Agricultural roll-back taxes, if any, which directly result from 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 party incurring same 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.

#### Contingent Possession and Use Agreement

8.12. Upon completion of (1) the full execution of this Contract by all parties, and (2) acknowledgment by the Title Company of delivery by Purchaser of the full Purchase Price to the Title Company, Purchaser, its agents and contractors shall be permitted at any time after June 30, 2022 to enter and possess the Property prior to Closing for the purpose of completing any and all necessary testing, utility relocation and construction activities associated with the proposed County Road 332 improvement construction project of Purchaser, and Seller agrees to make any gate access available to Purchaser, its contractors or utility facility owners as necessary to carry out the purposes of this paragraph. The parties further agree to continue to use diligence in assisting with any title curative measures or mortgage lien release required by the Contract to complete the Closing of the purchase transaction.

*[signature on following pages]*

**SELLER:**

Harold James Karkoska  
Harold James Karkoska (Apr 21, 2022 12:30 CDT)

Harold James Karkoska, Joint Independent  
Executor and Trustee of the Testamentary Trust  
created under the will of Louren Karkoska,  
Deceased

Address: \_\_\_\_\_  
\_\_\_\_\_

Date: Apr 21, 2022

Cynthia Karkoska  
Cynthia Karkoska (Apr 25, 2022 09:23 CDT)

Cynthia Gayle Karkoska a/k/a Cynthia Gail  
Karkoska, Joint Independent Executor and Trustee  
of the Testamentary Trust created under the will of  
Louren Karkoska, Deceased

Address: \_\_\_\_\_  
\_\_\_\_\_

4 Highland Terrace round rock tx 78665

Date: Apr 25, 2022

**PURCHASER:**

WILLIAMSON COUNTY, TEXAS

By: *Valerie Covey*  
Valerie Covey  
County Commissioner

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

Date: May 3, 2022



EXHIBIT **A**  
PROPERTY DESCRIPTION FOR PARCEL 7

DESCRIPTION OF A 0.401 ACRE (17,461 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE ROBERT LILE SURVEY, ABSTRACT NO. 391 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 20.00 ACRES DESCRIBED IN A PARTITION DEED TO LOUREN KARKOSKA RECORDED IN VOLUME 781, PAGE 414 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.401 ACRE (17,461 SQUARE FOOT) PARCEL BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod with aluminum cap stamped "ROW 4933", having grid coordinates of N=10,271,850.23 E=3,157,853.96, set 68.00 feet left of C.R. 332 baseline station 48+60.82 in the proposed curving westerly Right-of-Way (ROW) line of County Road (C.R.) 332 (variable width ROW), being the southerly boundary line of said 20.00 acre tract, same being the existing westerly ROW line said C.R. 332 (variable width ROW), for the southwesterly corner and POINT OF BEGINNING of the herein described parcel;

- 1) THENCE, departing said existing ROW line, through the interior of said 20.00 acre tract, with said proposed curving ROW line to the left having a radius of 1,192.00 feet, a delta angle of 09°03'07", an arc length of 188.32 feet, and a chord which bears N 17°53'56" W, a distance of 188.12 feet to an iron rod with aluminum cap stamped "ROW 4933" set 68.00 feet left of C.R. 332 baseline station 50+59.88, for a point of tangency;
- 2) THENCE, continuing through said interior, with said proposed ROW line, N 22°25'30" W, for a distance of 245.28 feet to an iron rod with aluminum cap stamped "ROW 4933" set 68.00 feet left of C.R. 332 baseline station 53+05.16 in the northerly boundary line of said 20.00 acre tract, being the southerly boundary line of that called 46.49 acre tract of land described in Warranty Deed to Frank J. Klepac and Bernice Bullock recorded in Volume 781, Page 409 of the Deed Records of Williamson County, Texas, for the northwesterly corner of the herein described parcel;
- 3) THENCE, departing said proposed westerly ROW line, with the common boundary line of said 20.00 acre tract and said 46.49 acre tract N 68°00'33" E, for a distance of 43.73 feet to an iron rod with aluminum cap stamped "ROW 4933", set 24.27 feet left of C.R. 332 baseline station 53+04.83 in said existing ROW line of C.R. 332, being the northeasterly corner of said 20.00 acre tract, same being the southeasterly corner of said 46.49 acre tract, for the northeasterly corner of the herein described parcel;

THENCE, departing said 46.49 acre tract, with said existing ROW line, being the easterly line of the 20.00 acre tract, the following 4 (four) courses;

- 4) S 22°43'27" E, for a distance of 47.27 feet to a calculated angle point;
- 5) S 23°21'27" E, for a distance of 236.69 feet to a 1/2" iron rod found, for an angle point;
- 6) S 05°09'55" E, for a distance of 144.90 feet to a 3/8" iron rod found, for an angle point;
- 7) S 40°14'25" W, for a distance of 22.16 feet, to the POINT OF BEGINNING, containing 0.401 acres, (17,461 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  
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  
S:/SEILER-LANKES/CR 332/PARCELS/PARCEL 7 KARKOSHA.doc

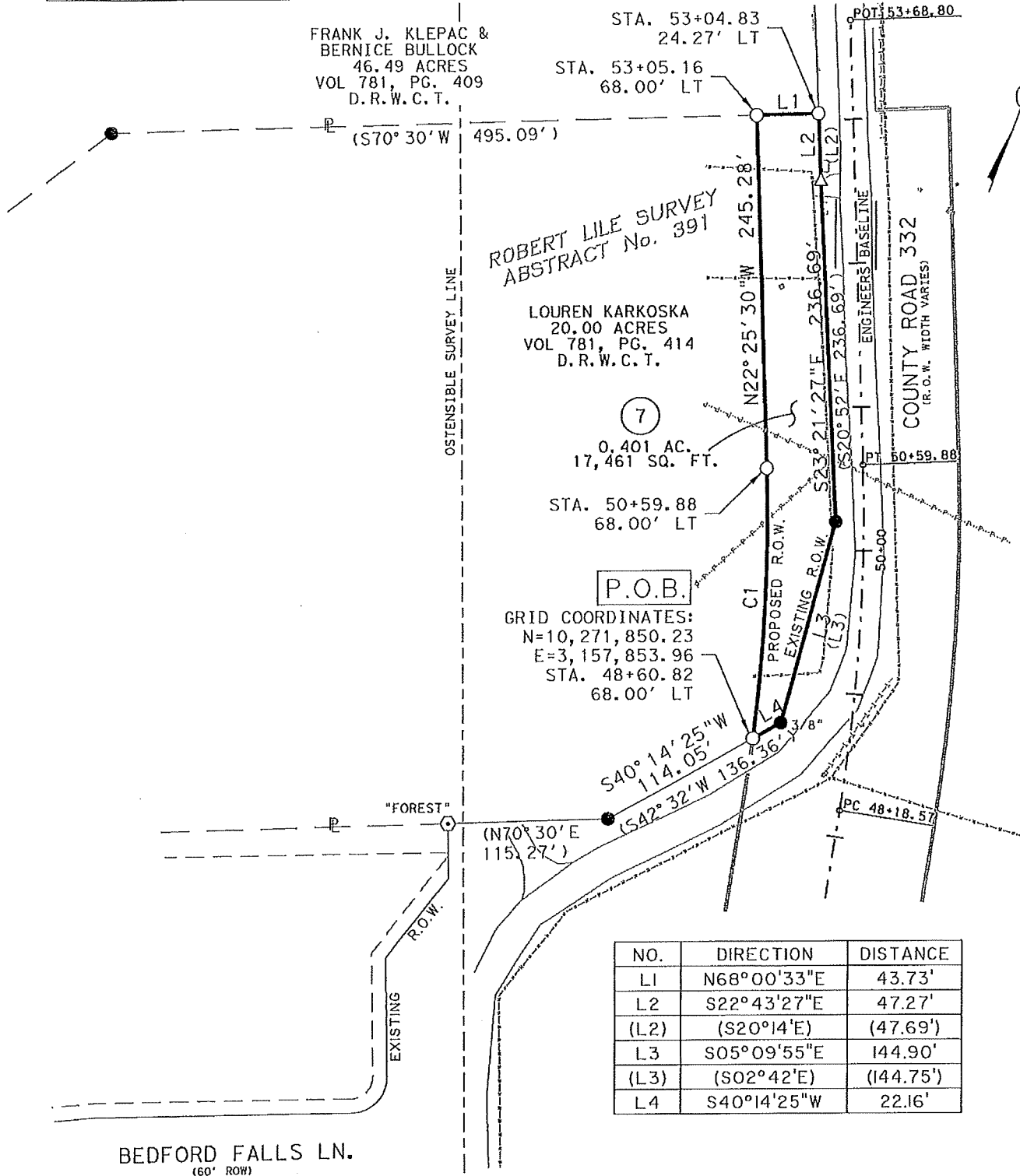
Date

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

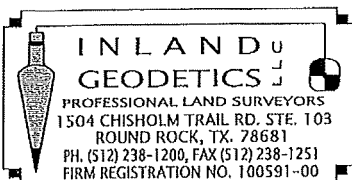
# EXHIBIT "A"

## PLAT TO ACCOMPANY PARCEL DESCRIPTION

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	09°03'37"	1,192.00'	188.32'	188.12'	N17°53'56"W



10/13/21



PARCEL PLAT SHOWING PROPERTY OF

LOUREN KARKOSKA

PARCEL 7  
0.401 ACRES  
17,461 Sq. Ft.

SCALE  
1" = 100'

PROJECT  
COUNTY ROAD 332

COUNTY  
WILLIAMSON

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## EXHIBIT "A"

## PLAT TO ACCOMPANY PARCEL DESCRIPTION

## LEGEND

○	IRON ROD WITH ALUMINUM CAP STAMPED "ROW 4933" SET	P.O.B.	POINT OF BEGINNING
⊕	IRON ROD WITH PLASTIC OR ALUMINUM CAP FOUND - AS NOTED	( )	RECORD INFORMATION
●	1/2" IRON ROD FOUND	P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS
△	CALCULATED POINT	D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
▲	MAG NAIL FOUND	O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
┌	PROPERTY LINE	O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
↗	DENOTES COMMON OWNERSHIP		
↘	LINE BREAK		

1) All bearings shown hereon are based on 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 AND THAT THE PROPERTY SHOWN HEREON WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

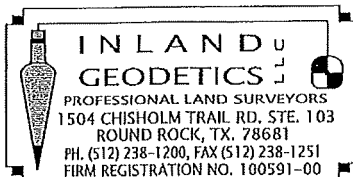
M. STEPHEN TRUESDALE  
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933  
LICENSED STATE LAND SURVEYOR  
INLAND GEODETICS, LLC  
FIRM REGISTRATION NO. 100591-00  
1504 CHISHOLM TRAIL ROAD, SUITE 103  
ROUND ROCK, TEXAS 78681

DATE

**PRELIMINARY**

This document shall not be  
recorded for any purpose.

10/13/21



PARCEL PLAT SHOWING PROPERTY OF

LOUREN KARKOSKA

PARCEL 7  
0.401 ACRES  
17,461 Sq. Ft.

SCALE  
1" = 100'

PROJECT  
COUNTY ROAD 332

COUNTY  
WILLIAMSON

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# EXHIBIT "B"

Parcel 7

## DEED

County Road 332 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 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 **HAROLD JAMES KARKOSKA and CYNTHIA GAYLE KARKOSKA a/k/a Cynthia Gail Karkoska, as Joint Independent Executors and as Trustees of the Testamentary Trust created under the will of Louren Karkoska, Deceased**, 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"):

Being a 0.401 acre (17,461 square foot) parcel of land out of the Robert Lile Survey, Abstract No. 391, in Williamson County, Texas; said parcel of land being more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof. (Parcel 7)

**SAVE AND EXCEPT, HOWEVER**, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property described in said Exhibit "A" 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 CR 332.

**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 on following page]*

**GRANTOR:**

Harold James Karkoska, Joint Independent Executor and Trustee of the Testamentary Trust created under the will of Louren Karkoska, Deceased

## ACKNOWLEDGMENT

STATE OF TEXAS                               §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on this the \_\_\_\_\_ day of \_\_\_\_\_, 2022 by Harold James Karkoska, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

**GRANTOR:**

\_\_\_\_\_  
Cynthia Gayle Karkoska a/k/a Cynthia Gail Karkoska, Joint Independent Executor and Trustee  
of the Testamentary Trust created under the will of Louren Karkoska, Deceased

**ACKNOWLEDGMENT**

STATE OF TEXAS

§

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

§

This instrument was acknowledged before me on this the \_\_\_\_\_ day of \_\_\_\_\_,  
2022 by Cynthia Gayle Karkoska a/k/a Cynthia Gail Karkoska, 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:**