

**EXHIBIT
"A"**

REAL ESTATE CONTRACT
Kenney Fort Boulevard Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between LLOYD RODENBECK, JR. and ANGELA RODENBECK n/k/a ANGELA MANDELL, (referred to in this Contract as "Seller", whether one or more) and the CITY OF ROUND ROCK, 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 0.424 acre tract of land out of and situated in the A. Thomas Survey, Abstract No. 609 in Williamson County, Texas; being a portion of a called 5.27 acre tract of land as described in a deed to Lloyd Rodenbeck Jr. and wife, Angela Rodenbeck and recorded in Document No. 199975263 of the Official Public Records of said County; more fully described in Exhibit "A", attached hereto and incorporated herein (**Parcel 11**);

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 and fixtures situated on and attached to the Property described in Exhibit "A" not otherwise 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, compensation for any improvements on the Property, and for any damage or cost of cure for the reconfiguration of the remaining property of Seller shall be the sum of ONE HUNDRED TEN THOUSAND EIGHT HUNDRED FOURTEEN and 00/100 Dollars (\$110,814.00).

Payment of Purchase Price

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

Special Provisions and Additional Compensation

2.03. Existing Driveway Replacement. As an obligation which shall survive the Closing of this transaction, as part of its Kenney Fort Blvd. improvement construction project Purchaser shall cause any existing driveway approach to be reconstructed between the edge of the proposed roadway facility and the new right of way line of the Property conveyed herein. Such driveway connection shall be constructed as part of the Kenney Fort Blvd. improvement project, and in compliance with the requirements of any City of Round Rock design standards. By execution of this Contract Seller agrees that Purchaser, its contractors and agents, shall be allowed to temporarily access the remaining property of Seller solely for the purposes of carrying out the obligations of this paragraph.

2.04. Future Kenney Fort Driveway Permit. As an obligation and agreement which shall survive the Closing of this transaction, Purchaser agrees that Seller, its successors and assigns shall be permitted driveway connection access from the remaining property of Seller to the proposed Kenney Fort Blvd. roadway facility, to be shared with the adjoining property and centered on the joint property line currently located at approximately Station 125+50, and as shown in further detail on Exhibit "B" attached hereto and incorporated herein. Installation and construction of the driveway permitted in this paragraph shall be at the sole expense of Seller, and only after development site plan approval by the City of Round Rock Planning Department as required by the City's Code of Ordinances.

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**

4.01. 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 knowledge:

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

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

4.02. 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 February 22, 2019, 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 the City of Round Rock, Texas a duly executed and acknowledged Deed conveying good and indefeasible title 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.

(3) Provide reasonable assistance as necessary to require Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Purchaser's favor in the full amount of the Purchase Price, insuring Grantee's fee simple and/or easement 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".
- (4) Deliver to Purchaser possession of the Property.

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. Agricultural roll-back taxes, if any, 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 the Round Rock city council or city manager, which date is indicated beneath the Mayor's or City Manager'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:

Lloyd Rodenbeck, Jr.

Address: _____

Date: _____

Signature: Angela Mandell
Angela Mandell (Dec 18, 2013)
Angela Mandell
Email: ammandell@hotmail.com

Angela Rodenbeck n/k/a
Angela Mandell

Address: **6506 Beddo Ct**

Colleyville, TX 76034

Date: **12/18/18**

PURCHASER:

CITY OF ROUND ROCK, TEXAS

By: _____
Craig Morgan, Mayor

Address: 221 East Main St.
Round Rock, Texas 78664

Date: _____

EXHIBIT "A"
PARCEL 11

Variable Width Right-of-Way Acquisition

METES AND BOUNDS DESCRIPTION OF A
0.424 ACRE TRACT OF LAND OUT OF THE
LLOYD RODENBECK JR. AND WIFE, ANGELA RODENBECK TRACT
LOCATED IN THE CITY OF ROUND ROCK, WILLIAMSON COUNTY, TEXAS

BEING A 0.424 ACRE TRACT OF LAND SITUATED IN THE A. THOMAS SURVEY, ABSTRACT NO. 609, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF A CALLED 5.27 ACRE TRACT OF LAND AS DESCRIBED IN A DEED TO LLOYD RODENBECK JR. AND WIFE, ANGELA RODENBECK AND RECORDED IN DOCUMENT NO. 199975263 OF THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY; SAID 0.424 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod with yellow cap stamped "B&G Surveying" found for the common northwest corner of said 5.27 acre tract and the northeast corner of a called 5.19 acre tract of land as described in a deed to Farid Agahi and recorded in Document No. 2013003398 of the Official Public Records of said County and described in Document No. 2011068189 of the Official Public Records of said County, being on the south right-of-way line of Gattis School Road (variable width right-of-way), for the northwest corner and **POINT OF BEGINNING** hereof;

THENCE with the common north line of said 5.27 acre tract and the south right-of-way line of Gattis School Road, **North 86° 42' 00" East**, a distance of **338.21 feet** to a 1/2-inch iron rod with yellow cap stamped "B&G" Surveying found for the common northeast corner of said 5.27 acre tract and the northwest corner of a called 5.30 acre tract of land as described in a deed to The Fellowship at Forest Creek and recorded in Document No. 2006109886 of the Official Public Records of said County, for the northeast corner hereof;

THENCE with the common east line of said 5.27 acre tract and the west line of said 5.30 acre tract, (L-1) **South 13° 17' 43" East**, a distance of **51.88 feet** to a 1/2-inch iron rod with aluminum cap stamped "C.O.R.R. R.O.W." set for the southeast corner hereof, from which a capped 1/2-inch iron rod found for the common southeast corner of said 5.27 acre tract and the southwest corner of said 5.30 acre tract bears, **South 13° 17' 43" East**, a distance of **728.74 feet**;

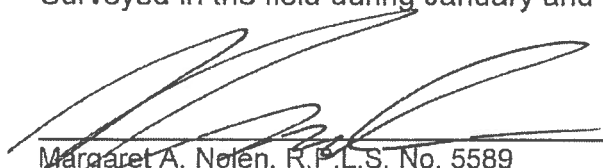
THENCE through the interior of said 5.27 acre tract, **South 85° 19' 24" West**, a distance of **331.01 feet** to a 1/2-inch iron rod with aluminum cap stamped "C.O.R.R. R.O.W." set for the southwest corner hereof, from which a 3/8-iron rod found for the common southwest corner of said 5.27 acre tract and the southeast corner of said 5.19 acre tract bears, **South 18° 44' 06" East**, a distance of 730.19 feet;

THENCE with the common west line of said 5.27 acre tract and the east line of said 5.19 acre tract, (L-2) **North 18° 44' 06" West**, a distance of **61.25 feet** to the **POINT OF BEGINNING** and containing 0.424 acre of land and based on the survey and exhibit drawing made by CP&Y, Inc.

This metes and bounds description is accompanied by an exhibit drawing.

Basis of Bearings: Bearings are based on the Texas Central State Plane Coordinate System NAD '83 (HARN '83), which is based on Leica's Central Texas GPS Cooperative CORS RTK Network.

Surveyed in the field during January and February, 2018.



Margaret A. Nolen, R.P.L.S. No. 5589
CP&Y, Inc.
One Chisholm Trail, Suite 130
Round Rock, Texas 78681
Ph. (512) 248-0065
TBPLS Firm No. 10194125
Project No. 1500603

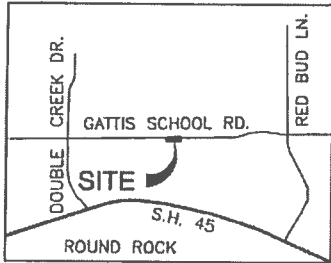


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EXHIBIT "A"
PARCEL 11

(VARIABLE WIDTH RIGHT-OF-WAY ACQUISITION)
DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION
OF A 0.424 ACRE TRACT OF LAND
IN THE CITY OF ROUND ROCK, WILLIAMSON COUNTY, TEXAS

LOCATION MAP



A. THOMAS SURVEY
ABSTRACT NO. 609

GATTIS SCHOOL ROAD
(VARIABLE WIDTH R.O.W.)

SCALE: 1" = 100'

CALLLED 5.19 ACRES
FARID AGAHI
DOC. NO. 2013003398
O.P.R.W.C.T.
DESCRIBED IN:
DOC. NO. 2011068189
O.P.R.W.C.T.

LINE TABLE

LINE	BEARING	LENGTH
L-1	S 13°17'43" E	51.88'
L-2	N 18°44'06" W	61.25'

LEGEND

- = 1/2" IRON ROD FOUND
(UNLESS OTHERWISE NOTED)
- = 1/2" IRON ROD WITH YELLOW CAP
STAMPED "B&G SURVEYING" FOUND
- = 1/2" IRON ROD WITH ALUMINUM CAP
STAMPED "C.O.R.R. R.O.W." SET

R.O.W. = RIGHT-OF-WAY

O.P.R.W.C.T. = OFFICIAL PUBLIC RECORDS,
WILLIAMSON COUNTY, TEXAS

VARIABLE WIDTH
RIGHT-OF-WAY ACQUISITION
0.424 ACRE

CALLLED 5.27 ACRES
LLOYD RODENBECK JR.
AND WIFE,
ANGELA RODENBECK
DOC. NO. 199975263
O.P.R.W.C.T.

GENERAL NOTES:

- 1) ALL PROPERTY CORNERS FOUND ARE CONTROL MONUMENTS.
- 2) SUBJECT TO ANY AND ALL COVENANTS, RESTRICTIONS, EASEMENTS AND CONDITIONS THAT MAY BE APPLICABLE.
- 3) THIS DRAWING IS ACCOMPANIED BY A METES AND BOUNDS DESCRIPTION.
- 4) BEARINGS ARE BASED ON THE TEXAS CENTRAL STATE PLANE COORDINATE SYSTEM NAD '83 (HARN '93), WHICH IS BASED ON LEICA'S CENTRAL TEXAS GPS COOPERATIVE CORS RTK NETWORK.



1 Chisholm Trail, Suite 130, Round Rock, Texas 78681 512.248.0065
TEXAS REGISTERED ENGINEERING FIRM F-1741
TBPLS 10194125

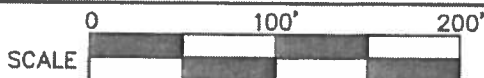
I HEREBY STATE THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF THAT
THIS PLAT AND THE SURVEY UPON WHICH IT IS BASED MEETS THE REQUIREMENTS FOR
LAND SURVEYS IN THE STATE OF TEXAS.

SURVEYED DURING:
JANUARY AND FEBRUARY, 2018

MARGARET A. NOLEN, R.P.L.S. NO. 5589



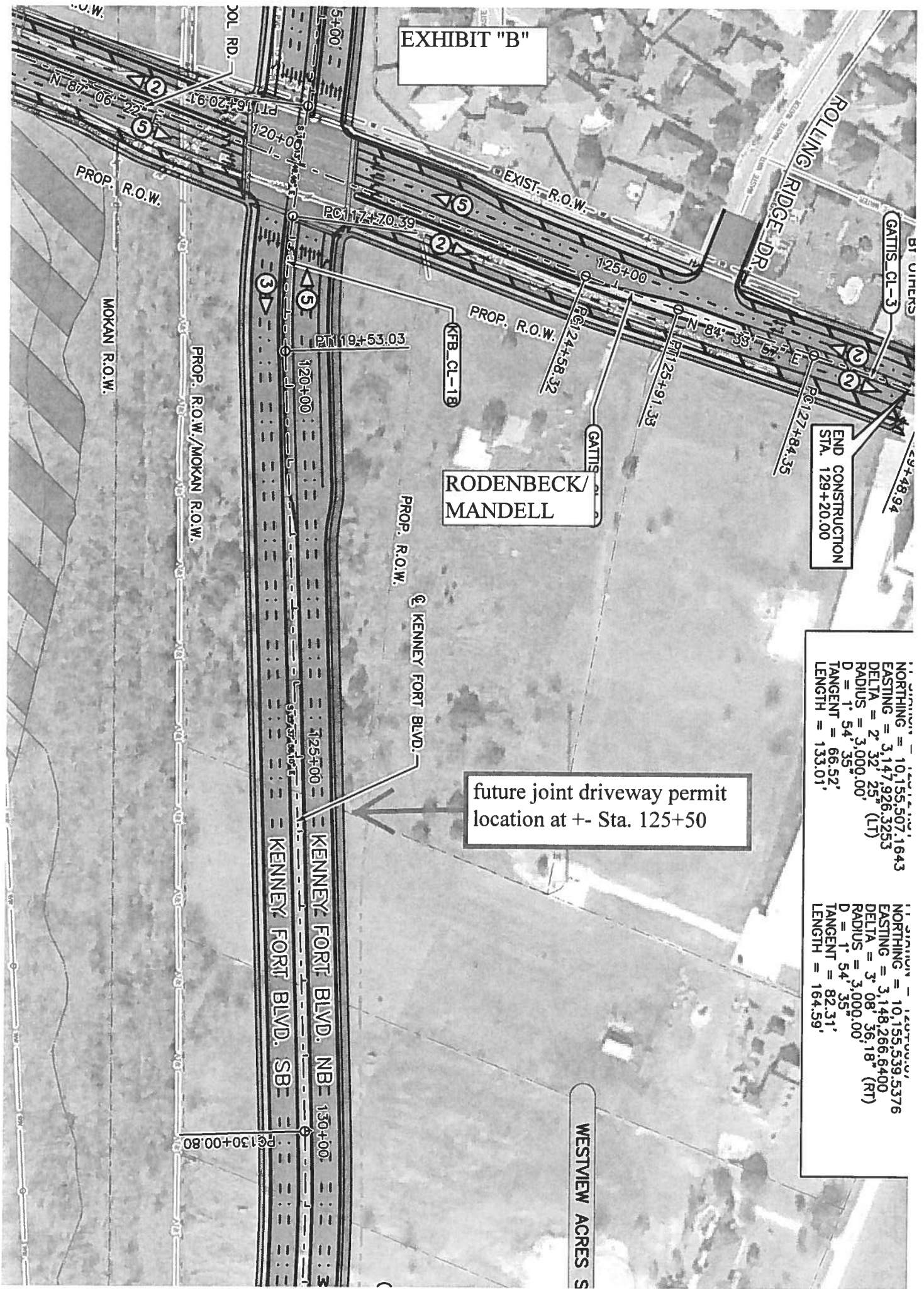
3 OF 3



© 2018 ALL RIGHTS RESERVED

PLAT NO. A-5111 DRAFT DATE 01/30/2018 DRAWN BY MAN
WORK ORDER NO. 1500603 FIELDBOOK 303 TAB # A-5111
DIGITAL FILE 1500603R PARCEL 11 F/N # 1500603R PARCEL 11

EXHIBIT "B"



NORTHING = 10,155,507.1643
 EASTING = 3,147,926.3253
 DELTA = 2° 32' 25" (LT)
 RADIUS = 3,000.00'
 D = 1° 54' 35"
 TANGENT = 66.52'
 LENGTH = 133.01'

NORTHING = 10,155,539.5376
 EASTING = 3,148,266.6400
 DELTA = 3° 08' 36.18" (RT)
 RADIUS = 3,000.00'
 D = 1° 54' 35"
 TANGENT = 82.31'
 LENGTH = 164.59'

EXHIBIT "C"

Parcel 11

DEED

Kenney Fort Boulevard 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 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 LLOYD RODENBECK, JR. and ANGELA RODENBECK n/k/a ANGELA MANDELL, 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 City of Round Rock, 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 CITY OF ROUND ROCK, 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:

All of that certain 0.424 acre tract of land out of and situated in the A. Thomas Survey, Abstract No. 609 in Williamson County, Texas; being a portion of a called 5.27 acre tract of land as described in a deed to Lloyd Rodenbeck Jr. and wife, Angela Rodenbeck and recorded in Document No. 199975263 of the Official Public Records of said County; more fully described in Exhibit "A", attached hereto and incorporated herein (Parcel 11)

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 the City of Round Rock, 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 Kenney Fort Boulevard.

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 City of Round Rock, 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 City of Round Rock, 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 _____, 201____.

[signature pages follow]

GRANTOR:

Lloyd Rodenbeck, Jr.

ACKNOWLEDGMENT

STATE OF TEXAS

§

COUNTY OF _____

§

§

This instrument was acknowledged before me on this the ____ day of _____,
201__ by Lloyd Rodenbeck, Jr., in the capacity and for the purposes and consideration recited
therein.

Notary Public, State of Texas

GRANTOR:

Angela Rodenbeck n/k/a
Angela Mandell

ACKNOWLEDGMENT

STATE OF TEXAS

§
§
§

COUNTY OF _____

This instrument was acknowledged before me on this the ____ day of _____,
201__ by Angela Rodenbeck n/k/a Angela Mandell, in the capacity and for the purposes and
consideration recited therein.

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, P.C.
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:

City of Round Rock
Attn: City Manager
221 Main Street
Round Rock, Texas 78664

AFTER RECORDING RETURN TO:






Kenney Fort Contract

Final Audit Report

2018-12-18

Created:	2018-12-18
By:	Lisa Dworaczyk (lisad@scrrlaw.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAXMlcD86Aolx2lE5aCuH0z60Z0j0GhZr1

"Kenney Fort Contract" History

-  Document created by Lisa Dworaczyk (lisad@scrrlaw.com)
2018-12-18 - 5:11:49 PM GMT- IP address: 67.79.201.226
-  Document emailed to Angela Mandell (ammandell@hotmail.com) for signature
2018-12-18 - 5:12:01 PM GMT
-  Document viewed by Angela Mandell (ammandell@hotmail.com)
2018-12-18 - 5:34:08 PM GMT- IP address: 107.77.198.67
-  Document e-signed by Angela Mandell (ammandell@hotmail.com)
Signature Date: 2018-12-18 - 11:53:15 PM GMT - Time Source: server- IP address: 107.77.198.67
-  Signed document emailed to Angela Mandell (ammandell@hotmail.com) and Lisa Dworaczyk (lisad@scrrlaw.com)
2018-12-18 - 11:53:15 PM GMT



Adobe Sign