

POSSESSION AND USE AGREEMENT FOR TRANSPORTATION PURPOSES

STATE OF TEXAS

§

Parcel No.: 1

COUNTY OF WILLIAMSON

§

Project: Bud Stockton Loop

This Possession and Use Agreement For Transportation Purposes (the "Agreement") between **WILLIAMSON COUNTY, TEXAS** ("County"), and **THE WESS & HELEN CASSENS TRUST, U/A DATED NOVEMBER 11, 2019** (the "Grantor" whether one or more), grants to the County, their contractors, agents and all others deemed necessary by the County, an irrevocable right to possession and use of the Grantor's property for the purpose of constructing a portion of the proposed Bud Stockton Loop roadway extension and related appurtenances, drainage and utility relocations (the "Roadway Construction Project"). The property subject to this Agreement is described more fully in field notes, plat map, or other description attached as "Exhibits A-B" and made a part of this Agreement by reference (the "Property").

1. For the consideration paid by the County which is set forth in Paragraph 2 below, the receipt and sufficiency of which is acknowledged, the Grantor grants, bargains, sells, and conveys to the County the right of entry and exclusive possession and use of the Property for the purpose of constructing a roadway, utility adjustments, and appurtenances thereto and the right to remove any improvements. Authorized activities include surveying, inspection, environmental studies, archeological studies, clearing, demolition, construction of permanent improvements, relocating, replacing, and improving existing utility facilities, locating new utility facilities, and other work required to be performed in connection with the Roadway Construction Project. This Possession and Use Agreement will extend to the County, its contractors and assigns, owners of any existing utilities on the Property and those which may be lawfully permitted on the Property by the County in the future, and all others deemed necessary by the County for the purpose of the Roadway Construction Project. This grant will allow the construction, relocation, replacement, repair, improvement, operation, and maintenance of utilities on the Property.
2. In full consideration for this irrevocable grant of possession and use and other Grantor covenants, warranties, and obligations under this Agreement, the County will tender to the Grantor the sum of **SIX HUNDRED SIXTY THOUSAND SIX HUNDRED NINETY and 00/100 Dollars (\$660,690.00)**. The Grantor agrees that this sum represents adequate and full compensation for the possession and use of the Property. The County will be entitled to take possession and use of the Property upon tender of payment as set out herein, subject to the conditions in paragraph 14 below, if any.

The parties agree that the sum tendered represents 100% of the County's approved value, which assumes no adverse environmental conditions affecting the value of the Property. The approved value is the County's determination of the just compensation owed to the Grantor for the real property interest to be acquired by the County in the Property, encumbered with the improvements thereon, if any, and damages to the remainder, if any, save and except all oil, gas and sulphur. The parties agree that the sum tendered to Grantor will be deducted from any final settlement amount, Special Commissioners' award or court judgment. In the event the amount of the final settlement or judgment for acquisition of the Property is less than the amount the County has paid for the

NPUA

possession and use of the Property, then the Grantor agrees that the original amount tendered represents an overpayment for the difference and, upon written notice from the County, the Grantor will promptly refund the overpayment to the County.

3. The effective date of this Agreement will be August 31, 2022, (the "Effective Date").
4. The Grantor warrants and represents that the title to the Property is free and clear of all liens and encumbrances except as disclosed to Grantee in that certain title commitment numbered GT-2100336, issued December 26, 2021 by Texas Title Insurance Company/Longhorn Title (and any subsequent updates prior to the Effective Date), and that proper releases, if any, will be executed for the Property prior to funds being disbursed under this Agreement. The Grantor further warrants that no other person or entity owns an interest in the fee title to the Property and further agrees to indemnify the County from all unreleased or undisclosed liens, claims or encumbrances affecting the Property.

The above made warranties are made by Grantor and accepted by County subject the following:

- A. Visible and apparent easements not appearing of record;
 - B. Any discrepancies, conflicts or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show; and,
 - C. 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.
5. The parties agree that the valuation date for determining the amount of just compensation for the real property interest proposed to be acquired by the County in the Property, for negotiation or eminent domain proceeding purposes, will be the Effective Date.
 6. This Agreement is made with the understanding that the County will continue to proceed with acquisition of a real property interest in the Property. The Grantor reserves all rights of compensation for the title and other interest in and to the Property which the Grantor holds as of the time immediately prior to the Effective Date of this Agreement. This Agreement shall in no way prejudice the Grantor's rights to receive full and just compensation as allowed by law for all of the Grantor's interests in and to the Property to be acquired by the County, encumbered with the improvements thereon, if any, and damages, if any, to the remainder of the Grantor's interest in any larger tract of which the Property is a part (the "Remainder"), all as the Property exists on the Effective Date of this Agreement. The County's removal or construction of improvements on the Property shall in no way affect the fair market value of the Property in determining compensation due to the Grantor in the eminent domain proceedings. No beneficial project influence will impact the appraised value of the Property to be acquired. This grant will not prejudice the Grantor's rights to any relocation benefits for which Grantor may be eligible.

7. In the event the County institutes or has instituted eminent domain proceedings, the County will not be liable to the Grantor for interest upon any award or judgment as a result of such proceedings for any period of time prior to the date of the award. Any interest accrual penalties will be deferred by the County until 90 days after entry of judgment.
8. The purpose of this Agreement is to allow the County to proceed with its Roadway Construction Project without delay and to allow the Grantor to have the use at this time of a percentage of the estimated compensation for the County's acquisition of a real property interest in the Property. The Grantor expressly acknowledges that the proposed Roadway Construction Project is for a valid public use and voluntarily waives any right the Grantor has or may have, known or unknown, to contest the jurisdiction of the court in any condemnation proceeding for acquisition of the Property related to the Roadway Construction Project, based upon claims that the condemning authority has no authority to acquire the Property through eminent domain, has no valid public use for the Property, or that acquisition of the Property is not necessary for the public use.
9. The Grantor reserves all of the oil, gas and sulphur in and under the land herein conveyed but waives all right of ingress and egress to the surface for the purpose of exploring, developing, mining or drilling. The extraction of oil, gas, and minerals may not affect the geological stability of the surface. Nothing in this reservation will affect the title and rights of the County to take and use all other minerals and materials thereon, and thereunder.
10. The undersigned Grantor agrees to pay as they become due, all ad valorem property taxes and special assessments assessed against Property until the Effective Date, including prorated taxes until the Effective Date for the year in which the County takes title to the Property.
11. Notwithstanding the acquisition of right of possession to the Property by the County in a condemnation proceeding by depositing the Special Commissioners' award into the registry of the court within forty-five (45) days after filing of said Award, less any amounts tendered to the Grantor pursuant to Paragraph 2 above, this Agreement shall continue to remain in effect until the County acquires title to the Property either by negotiation, settlement, or final court judgment.
12. This Agreement will also extend to and bind the heirs, devisees, executors, administrators, legal representatives, successors in interest and assigns of the parties.
13. It is agreed the County will record this document.
14. Other conditions: None
15. By its authorized signature below the following Tenants which have a leasehold interest in the Property hereby consent in all things to Grantee taking exclusive and sole possession of the Property pursuant to the terms of this Agreement, and to Grantor receiving the consideration recited herein:

Tenants: _____

At no time during the possession of the Property by County for the purposes described herein shall Grantor be denied reasonable access and/or ingress to or egress from the remainder of Grantor's land, unless otherwise agreed to in writing in advance.

To have and to hold the Agreement herein described and conveyed, together with all the rights and appurtenances belonging to the County and its assigns forever, for the purposes and subject to the limitations set forth above.

[signature pages follow]

GRANTOR:

The Wess & Helen Cassens Trust, U/A dated November 11, 2019

By: Wess A. + Helen M. Cassens, JR
By me their Attorney in Fact
Name: Jeffrey A. Cassens

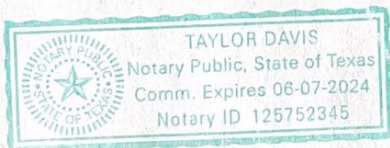
Its: Attorney in Fact

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF Johnson

This instrument was acknowledged before me on this the 16 day of August, 2022 by
Jeffrey A. Cassens, attorney in fact for, in the capacity and for the purposes and consideration recited
herein. Wess + Helen Cassens Trust



Taylor Davis
Notary Public, State of Texas
Printed Name: Taylor Davis
My Commission Expires: 06/07/24

COUNTY:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

ACKNOWLEDGMENT

**STATE OF TEXAS
COUNTY OF WILLIAMSON**

This instrument was acknowledged before me on this the ____ day of _____, 2022 by Bill Gravell, Jr., County Judge of Williamson County, Texas, in the capacity and for the purposes and consideration recited herein.

Notary Public, State of Texas
Printed Name: _____
My Commission Expires _____

EXHIBIT A

PROPERTY DESCRIPTION FOR PARCEL 1-PART 1

DESCRIPTION OF A 8.144 ACRE (354,763 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE JAMES ROEBUCK SURVEY, ABSTRACT NO. 527 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 91.75 ACRE TRACT (SECOND TRACT) OF LAND DESCRIBED IN WARRANTY DEED TO WESS ARTHUR CASSENS JR. AND HELEN MARTHA CASSENS, CO-TRUSTEES OF THE WESS & HELEN CASSENS TRUST, U/A, BY INSTRUMENT RECORDED IN DOCUMENT NO. 2020005553 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 8.144 ACRE (354,763 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" (Grid Coordinates determined as: N=10,270,878.59, E=3,146,999.36 TxSPC Zone 4203), set 80.43 feet right of Bud Stockton Extension baseline station 609+25.04 at the intersection of the proposed easterly Right-of-Way (ROW) line of Bud Stockton Extension (variable width ROW) and the northerly ROW line of Farm to Market Road (F.M.) 487 (variable width ROW), same being the southerly boundary line of said 91.75 acre tract, for the southeasterly corner and **POINT OF BEGINNING** of the herein described parcel;

- 1) **THENCE**, departing said proposed easterly ROW line, with said northerly F.M. 487 ROW line and said southerly boundary line of the 91.75 acre tract, **S 68°34'05" W**, for a distance of **131.63** feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 51.20 feet left of Bud Stockton Extension baseline station 609+24.52, being the southeasterly corner of that called 99.84 acre tract of land described in Warranty Deed to Jarrell Independent School District by instrument recorded in Document No. 1997041311 of the Official Records of Williamson County, Texas, same being the southwesterly corner of said 91.75 acre tract, for the southwesterly corner of the herein described parcel;
- 2) **THENCE**, departing said northerly F.M. 487 ROW line, with the common boundary line of said 99.84 acre and said 91.75 acre tracts, being the proposed westerly ROW line of said Bud Stockton Extension, **N 21°13'09" W**, at a distance of 1.05 feet, pass a 3/8" iron rod found, at a distance of 26.17 feet, pass an iron rod with plastic cap stamped "ESMT" found, at a distance of 1,952.50 feet, pass a 1/2" iron rod found, and continuing for a total distance of **2,637.41** feet to a 1/2" iron rod found, being the southeasterly corner of that called 163.36 acre tract of land described in Warranty Deed with Vendor's Lien to Gregory S. Danek by instrument recorded in Document No. 2007071560 of the Official Public Records of Williamson County, Texas, same being the northeasterly corner of said 99.84 acre tract, same being an angle point in the westerly boundary line of said 91.75 acre tract, for an angle point in the westerly boundary line hereof;
- 3) **THENCE**, with the common boundary line of said 163.36 acre and said 91.75 acre tracts, being said proposed westerly ROW line, **N 21°26'47" W**, for a distance of **362.86** feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 53.39 feet left of Bud Stockton Extension baseline station 639+24.79, being the southwesterly corner of that called 2.87 acre tract (Third Tract) of land in said Warranty Deed to Wess and Helen Cassens recorded in said Document No. 2020005553, same being the northwesterly corner of said 91.75 acre tract, for the northwesterly corner of the herein described parcel, and from which a 1/2" iron rod found, being the northwesterly corner of said 2.87 acre tract bears **N 21°26'47" W**, at a distance of 102.62 feet;
- 4) **THENCE**, departing the easterly boundary line of said 163.36 acre tract and said proposed westerly ROW line, with the common boundary line of said 2.87 acre and said 91.75 acre tracts, **N 55°34'34" E**, for a distance of **122.64** feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 66.00 feet right of Bud Stockton Extension baseline station 639+52.83 in said proposed easterly ROW line, for the northeasterly corner of the herein described parcel;

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THENCE, departing said 2.87 acre boundary line, with said proposed easterly ROW line, through the interior of said 91.75 acre tract, the following two (2) courses:

- 5) **S 21°12'17" E**, for a distance of **3,013.37** feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 66.00 feet right of baseline station 609+39.47 in said proposed easterly ROW line, for an angle point in the easterly line hereof;
- 6) **S 66°12'17" E**, for a distance of **20.40** feet to the **POINT OF BEGINNING**, containing 8.144 acres (354,763 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 to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and 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

23 MAY 2022
Date

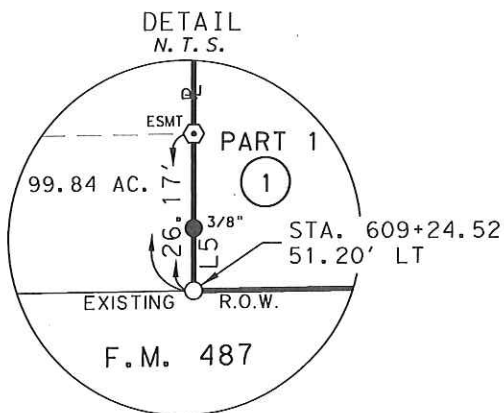


S:\PAPE-DAWSON\CR 305\PARCELS\PARCEL 1-PART 1\PARCEL 1-PT1-CASSENS.docx

PLAT TO ACCOMPANY PARCEL DESCRIPTION

STA. 624+00
SEE SHEET 4JAMES ROEBUCK SURVEY
ABSTRACT No. 527JARRELL ISD
99.84 ACRES
DOC. NO. 1997041311
O. R. W. C. T.WESS ARTHUR CASSENS JR. AND
HELEN MARTHA CASSENS
CO-TRUSTEES OF THE WESS
AND HELEN CASSENS TRUST, U/A
(SECOND TRACT)
91.75 ACRES
DOC. NO. 2020005553
O. P. R. W. C. T.

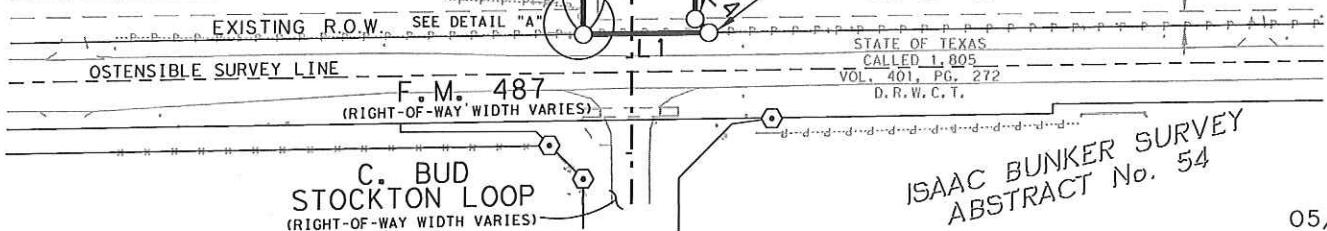
NO.	DIRECTION	DISTANCE
L1	S68°34'05"W	131.63'
L4	S66°12'17"E	20.40'
L5	N21°13'09"W	1.05'



PART 1

8.144 AC.
354,763 SQ. FT.STA. 609+39.47
66.00' RT

P.O.B.

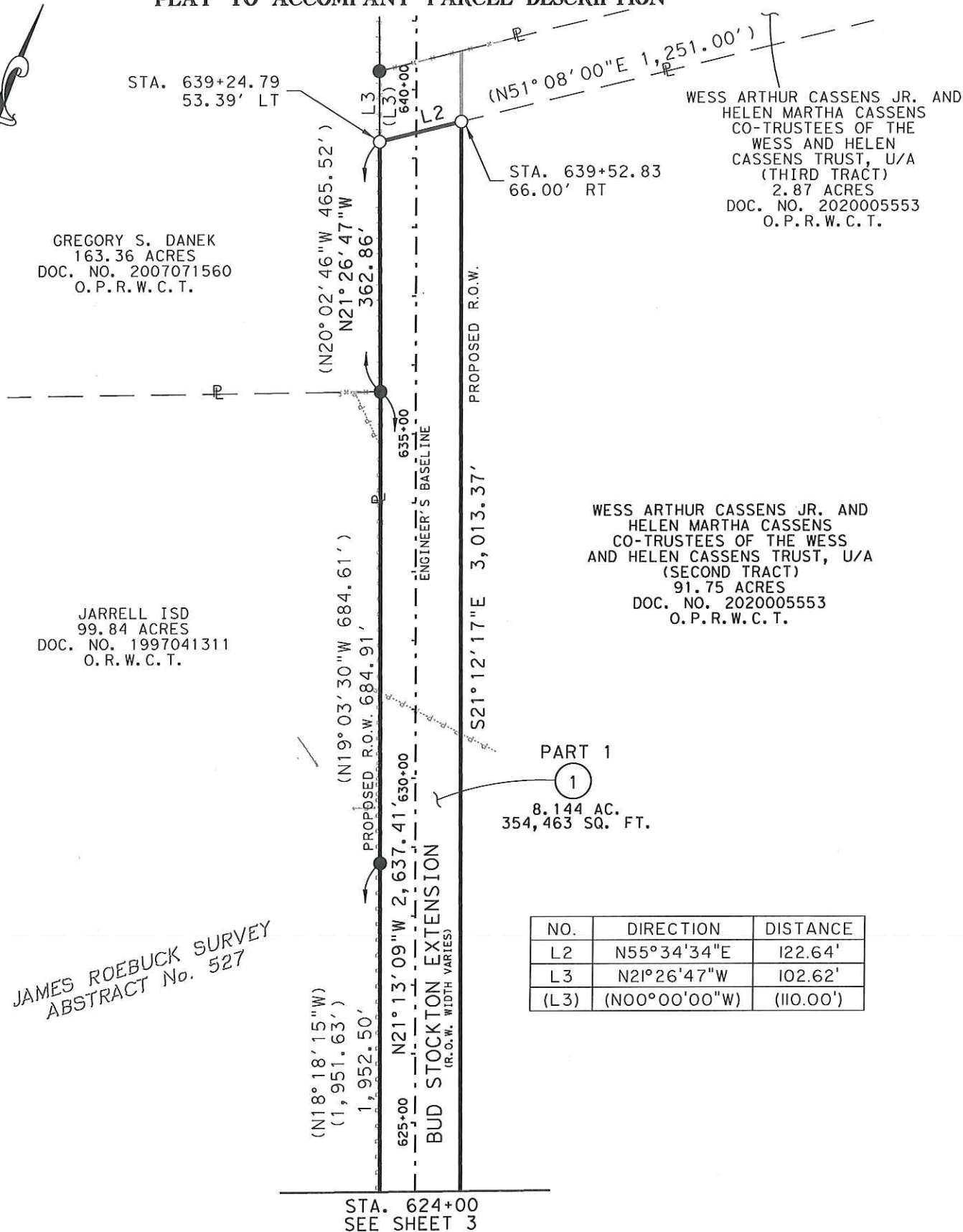
GRID COORDINATES:
N=10,270,878.59
E=3,146,999.36
STA. 609+25.04
80.43' RTJARRELL INDEPENDENT
SCHOOL DISTRICT
15' WIDE WASTEWATER
EASEMENT
DOC. NO. 2012073410
O.P.R.W.C.T.
(APPROXIMATE LOCATION
BASED ON
DIMENSIONS PROVIDED)ISAAC BUNKER SURVEY
ABSTRACT No. 54

05/11/22

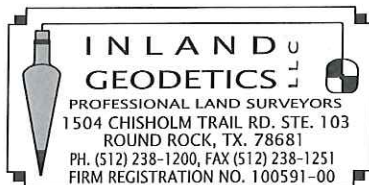
PARCEL PLAT SHOWING PROPERTY OF
WESS ARTHUR CASSENS JR. AND
HELEN MARTHA CASSENS
CO-TRUSTEES OF THE WESS
AND HELEN CASSENS TRUST, U/ASCALE
1" = 200'PROJECT
COUNTY ROAD 305COUNTY
WILLIAMSONPARCEL 1
PART 1
8.144 ACRES
354,763 Sq. Ft.

PAGE 3 OF 5

PLAT TO ACCOMPANY PARCEL DESCRIPTION



05/11/22



PARCEL PLAT SHOWING PROPERTY OF
**WESS ARTHUR CASSENS JR. AND
 HELEN MARTHA CASSENS
 CO-TRUSTEES OF THE WESS
 AND HELEN CASSENS TRUST, U/A**

SCALE
 1" = 200'

PROJECT
 COUNTY ROAD 305



COUNTY
 WILLIAMSON

PARCEL 1
 PART 1
 8.144 ACRES
 354,763 Sq. Ft.

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PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

○	IRON ROD WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" 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
ℙ	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 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. GT2100336, ISSUED BY TEXAN TITLE INSURANCE COMPANY, EFFECTIVE DATE DECEMBER 15, 2021, ISSUE DATE DECEMBER 26, 2021.

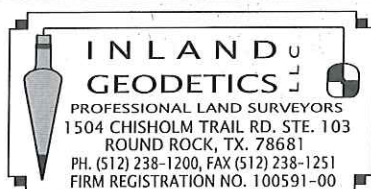
1. RESTRICTIVE COVENANTS: VOLUME 901, PAGE 290, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- 10B. RIGHT OF WAY EASEMENT TO JARRELL-SCHWERTNER WATER SUPPLY CORPORATION RECORDED IN VOL. 524, PG. 749, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.
- C. EASEMENT TO TEXAS POWER & LIGHT COMPANY AND GENERAL TELEPHONE COMPANY RECORDED IN VOLUME 664, PAGE 875, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.
- I. ELECTRIC UTILITY EASEMENT AND COVENANT OF ACCESS TO BARTLETT ELECTRIC COOPERATIVE, INC. RECORDED IN DOCUMENT NO. 2008045568, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.
- J. TEMPORARY CONSTRUCTION EASEMENT TO CITY OF JARRELL RECORDED IN DOCUMENT NO. 2012073409, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.
- K. WASTEWATER UTILITY EASEMENT TO JARRELL INDEPENDENT SCHOOL DISTRICT RECORDED IN DOCUMENT NO. 2012073410, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

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 23 MAY 2022
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



05/11/22



PARCEL PLAT SHOWING PROPERTY OF
**WESS ARTHUR CASSENS JR. AND
HELEN MARTHA CASSENS
CO-TRUSTEES OF THE WESS
AND HELEN CASSENS TRUST, U/A**

SCALE
1" = 200'

PROJECT
COUNTY ROAD 305

COUNTY
WILLIAMSON

PARCEL 1
PART 1
8.144 ACRES
354,763 Sq. Ft.

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EXHIBIT B

PROPERTY DESCRIPTION FOR PARCEL 1-PART 2

DESCRIPTION OF A 0.282 ACRE (12,286 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE JAMES ROEBUCK SURVEY, ABSTRACT NO. 527 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 2.87 ACRE TRACT (THIRD TRACT) OF LAND DESCRIBED IN WARRANTY DEED TO WESS ARTHUR CASSENS JR. AND HELEN MARTHA CASSENS, CO-TRUSTEES OF THE WESS & HELEN CASSENS TRUST, U/A, BY INSTRUMENT RECORDED IN DOCUMENT NO. 2020005553 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.282 ACRE (12,286 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" (Grid Coordinates determined as: N=10,273,791.51, E=3,145,853.76 TxSPC Zone 4203), set 66.00 feet right of Bud Stockton Extension baseline station 640+55.56 in the proposed easterly Right-of-Way (ROW) line of Bud Stockton Extension (variable width ROW), same being the southerly boundary line of that called 25.17 acre tract of land described in Warranty Deed to James R. Davidson and wife, Virginia L. Davidson by instrument recorded in Volume 2491, Page 120 of the Official Records of Williamson County, Texas, same being the northerly boundary line of said 2.87 acre tract, 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 2.87 acre tract, same being the southeasterly corner of said 25.17 acre tract, bears N 55°34'34" E, at a distance of 1,132.58 feet;

- 1) **THENCE**, departing the 25.17 acre boundary line, with said proposed easterly ROW line, through the interior of said 2.87 acre tract, **S 21°12'17" E**, for a distance of **102.72** feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 66.00 feet right of Bud Stockton Extension baseline station 639+52.83, being the northerly boundary line of that called 91.75 acre tract (Second Tract) of land in said Warranty Deed to Wess and Helen Cassens Trust recorded in said Document No. 2020005553, same being the southerly boundary line of said 2.87 acre tract, for the southeasterly corner of the herein described parcel;
- 2) **THENCE**, departing said proposed easterly ROW line, with the common boundary line of said 91.75 acre and said 2.87 acre tracts, **S 55°34'34" W**, for a distance of **122.64** feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 53.39 feet left of Bud Stockton Extension baseline station 639+24.79 in the proposed westerly ROW line of said Bud Stockton Extension, being the easterly boundary line of that called 163.36 acre tract of land described in Warranty Deed with Vendor's Lien to Gregory S. Danek by instrument recorded in Document No. 2007071560 of the Official Public Records of Williamson County, Texas, same being the northwesterly corner of said 91.75 acre tract, also being the southwesterly corner of said 2.87 acre tract, for the southwesterly corner of the herein described parcel, and from which a 1/2" iron rod found, being the northeasterly corner of that called 99.84 acre tract of land described in Warranty Deed to Jarrell Independent School District by instrument recorded in Document No. 1997041311 of the Official Public Records of Williamson County, Texas, same being the southeasterly corner of said 163.36 acre tract, bears S 21°26'47" E at a distance of 362.86 feet;
- 3) **THENCE**, departing said 91.75 acre tract, with the common boundary line of said 163.36 acre and said 2.87 acre tracts, same being said proposed westerly ROW line, **N 21°26'47" W** for a distance of **102.62** feet to a 1/2" iron rod found, being the southwesterly corner of said 25.17 acre tract, same being the northwesterly corner of said 2.87 acre tract, for the northwesterly corner of the herein described parcel;

County: Williamson
Parcel: 1-PART 2
Project: CR305

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- 4) **THENCE**, departing the easterly boundary line of said 163.36 acre tract, same being said proposed westerly ROW line, with the common boundary line of said 25.17 acre and said 2.87 acre tracts, **N 55°34'34" E** for a distance of **123.08** feet to the **POINT OF BEGINNING**, containing 0.282 acres (12,286 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 to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and 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

23 MAY 2022
Date



S:\PAPE-DAWSON\CR 305\PARCELS\PARCEL 1-PART 2\PARCEL 1-PT2-CASSENS.docx

PLAT TO ACCOMPANY PARCEL DESCRIPTION

JAMES ROEBUCK SURVEY
ABSTRACT No. 527

JAMES R. DAVIDSON AND
WIFE, VIRGINIA L. DAVIDSON
25.17 ACRES
VOL. 2491, PG. 120
O.R.W.C.T.

GREGORY S. DANEK
163.36 ACRES
DOC. NO. 2007071560
O.P.R.W.C.T.

STA. 639+24.79
53.39' LT

(N20°02'46"W 465.52')
PROPOSED R.O.W.
S21°26'47"E 362.86'

PROPOSED R.O.W.

635+00

ENGINEER'S BASELINE

BUD STOCKTON EXTENSION
(R.O.W. WIDTH VARIES)

PROPOSED R.O.W.

PROPOSED R.O.W.

P.O.B.

GRID COORDINATES:
N=10,273,791.51
E=3,145,853.76
STA. 640+55.56
66.00' RT

PART 2

0.282 AC.
12,286 SQ. FT.

(N51°08'00"E
1,251.00')

STA. 639+52.83
66.00' RT

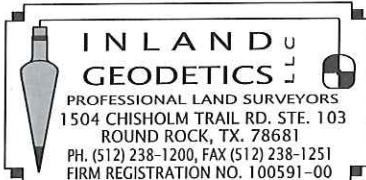
WESS ARTHUR CASSENS JR. AND
HELEN MARTHA CASSENS
CO-TRUSTEES OF THE
WESS AND HELEN
CASSENS TRUST, U/A
(THIRD TRACT)
2.87 ACRES
DOC. NO. 2020005553
O.P.R.W.C.T.

WESS ARTHUR CASSENS JR. AND
HELEN MARTHA CASSENS
CO-TRUSTEES OF THE WESS
AND HELEN CASSENS TRUST, U/A
(SECOND TRACT)
91.75 ACRES
DOC. NO. 2020005553
O.P.R.W.C.T.

NO.	DIRECTION	DISTANCE
L1	S21°12'17"E	102.72'
L2	S55°34'34"W	122.64'
L3	N21°26'47"W	102.62'
(L3)	(SOUTHERLY)	(110.00')
L4	N55°34'34"E	123.08'

05/11/22

JARRELL ISD
99.84 ACRES
DOC. NO. 1997041311
O.R.W.C.T.



PARCEL PLAT SHOWING PROPERTY OF
**WESS ARTHUR CASSENS JR. AND
HELEN MARTHA CASSENS
CO-TRUSTEES OF THE WESS
AND HELEN CASSENS TRUST, U/A**

PARCEL 1
PART 2
0.282 ACRES
12,286 Sq. Ft.

SCALE
1" = 100'

PROJECT
COUNTY ROAD 305

COUNTY
WILLIAMSON

PAGE 3 OF 4

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

○	IRON ROD WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" 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
ℙ	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 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. GT2100336, ISSUED BY TEXAN TITLE INSURANCE COMPANY, EFFECTIVE DATE DECEMBER 15, 2021, ISSUE DATE DECEMBER 26, 2021.

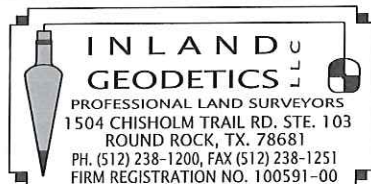
1. RESTRICTIVE COVENANTS: VOLUME 901, PAGE 290, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- 10B. RIGHT OF WAY EASEMENT TO JARRELL-SCHWERTNER WATER SUPPLY CORPORATION RECORDED IN VOL. 524, PG. 749, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.
- C. EASEMENT TO TEXAS POWER & LIGHT COMPANY AND GENERAL TELEPHONE COMPANY RECORDED IN VOLUME 664, PAGE 875, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.
- I. ELECTRIC UTILITY EASEMENT AND COVENANT OF ACCESS TO BARTLETT ELECTRIC COOPERATIVE, INC. RECORDED IN DOCUMENT NO. 2008045568, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.
- J. TEMPORARY CONSTRUCTION EASEMENT TO CITY OF JARRELL RECORDED IN DOCUMENT NO. 2012073409, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.
- K. WASTEWATER UTILITY EASEMENT TO JARRELL INDEPENDENT SCHOOL DISTRICT RECORDED IN DOCUMENT NO. 2012073410, OF THE OFFICIAL PUBLIC 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 23 MAY 2022
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



05/11/22



PARCEL PLAT SHOWING PROPERTY OF
**WESS ARTHUR CASSENS JR. AND
HELEN MARTHA CASSENS
CO-TRUSTEES OF THE WESS
AND HELEN CASSENS TRUST, U/A**

SCALE
1" = 100'

PROJECT
COUNTY ROAD 305

COUNTY
WILLIAMSON

PARCEL 1
PART 2
0.282 ACRES
12,286 Sq. Ft.

PAGE 4 OF 4