

**POSSESSION AND USE AGREEMENT FOR TRANSPORTATION PURPOSES**

**STATE OF TEXAS**

§

Parcel No.: 4

§

**COUNTY OF WILLIAMSON**

§

Project: Bud Stockton Loop

This Possession and Use Agreement For Transportation Purposes (the "Agreement") between **WILLIAMSON COUNTY, TEXAS** ("County"), and **MARY ANNETTE HAWTHORNE** (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 Exhibit "A" 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 **THREE HUNDRED FIFTY-SEVEN THOUSAND ONE HUNDRED NINETY and 00/100 Dollars (\$357,190.00)**. 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 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: County agrees to construct a new fence along the new right of way line in accordance with the specifications outlined in red on the plan sheet attached hereto and incorporated herein as Exhibit "B." County also agrees to construct the new fence before removing Grantor's old fence. Furthermore, County agrees to install temporary fencing across the pond to ensure no cattle leave Grantor's remaining property.
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: Scott Templeton

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:**

Mary Annette Hawthorne

By Mary Annette Hawthorne

Name: MARY ANNETTE HAWTHORNE

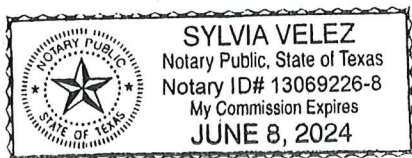
Its: Landowner

**ACKNOWLEDGMENT**

STATE OF TEXAS

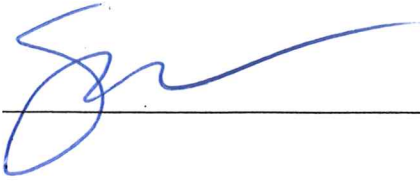
COUNTY OF Williamson

This instrument was acknowledged before me on this the 31<sup>st</sup> day of August, 2022 by Sylvia Velez, in the capacity and for the purposes and consideration recited herein.



Sylvia Velez  
Notary Public, State of Texas  
Printed Name: Sylvia Velez  
My Commission Expires: June 8, 2024

TENANT (IF APPLICABLE):

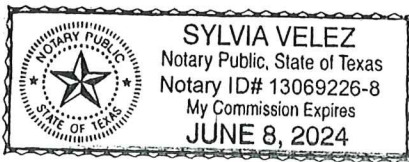
  
\_\_\_\_\_

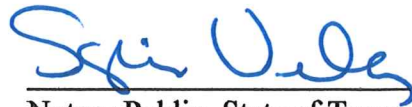
**ACKNOWLEDGMENT**

STATE OF TEXAS

COUNTY OF Williamson

This instrument was acknowledged before me on this the 31 day of August, 2022 by Scott Templeton, in the capacity and for the purposes and consideration recited herein.



  
Notary Public, State of Texas  
Printed Name: Sylvia Velez  
My Commission Expires: June 8, 2024

**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

County: Williamson  
Parcel: 4  
Project: CR305

May 11, 2022  
Page 1 of 6

EXHIBIT A

PROPERTY DESCRIPTION FOR PARCEL 4

DESCRIPTION OF A 5.836 ACRE (254,213 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE JAMES ROEBUCK SURVEY, ABSTRACT NO. 527 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 44.04 ACRE TRACT OF LAND DESCRIBED IN SPECIAL WARRANTY DEED TO MARY ANNETTE HAWTHORNE BY INSTRUMENT RECORDED IN DOCUMENT NO. 2016037893 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 5.836 ACRE (254,213 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=10,277,394.49, E=3,144,414.54 TxSPC Zone 4203), set 97.69 feet right of Bud Stockton Extension baseline station 679+40.85 at the intersection of the proposed easterly Right-of-Way (ROW) line of Bud Stockton Extension (variable width ROW) and the existing southerly ROW line of County Road (C.R.) 305 (variable width ROW), same being the northwesterly corner of that called 0.19 acre tract (Tract Two) of land described in General Warranty Deed to Clifford Dean Tschoerner, Sr. and Nancy Jane Tschoerner, Trustees of The Tschoerner Family Trust by instrument recorded in Document No. 2017054628 of the Official Public Records of Williamson County, Texas, also being the northeasterly corner of said 44.04 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 that called 15 acre tract of land described in Warranty Deed with Vendor's Lien to Danny C. Hammett and J. Bonnie Hammett by instrument recorded in Volume 1905, Page 524 of the Official Records of Williamson County, Texas, same being in said southerly ROW line of C.R. 305, bears N 68°29'11" E, at a distance of 1,126.12 feet;

- 1) **THENCE**, departing said existing southerly ROW line, with the easterly boundary line of said 44.04 acre tract, same being in part with the westerly boundary line of said 0.19 acre tract, in part with the westerly boundary line of the remainder of that called 1.68 acre tract (Tract Six) of land described in said General Warranty Deed to Clifford Dean and Nancy Jane Tschoerner, in part with the westerly boundary line of that called 8.28 acre tract (Tract Five) of land described in said General Warranty Deed to Clifford Dean and Nancy Jane Tschoerner, and in part the westerly boundary line of that called 13.75 acre tract of land described in Cash Warranty Deed to Lisa Meadows by instrument recorded in Document No. 2008040046 of the Official Public Records of Williamson County, Texas, all of the above being in part with said proposed easterly ROW line of Bud Stockton Extension, **S 20°41'55" E**, at a distance of 810.38 feet, pass an iron rod with plastic cap stamped "RPLS-5784" found, being the southwesterly corner of the remainder of said 1.68 acre tract, same being in the westerly boundary line of said 8.28 acre tract, at a distance of 1,153.38 feet, pass a 5/8" iron rod found, being the southwesterly corner of said 8.28 acre tract, same being the northwesterly corner of said 13.75 acre tract, and from which a 1/2" iron rod found, being the northeasterly corner of said 13.75 acre tract, bears N 68°32'29" E, at a distance of 748.55 feet; at a distance of 1,215.25 feet, pass an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 66.00 feet right of Bud Stockton Extension baseline station 667+15.94, departing said proposed easterly ROW line of Bud Stockton Extension, continuing for a total distance of **1,781.43** feet to a calculated point, being an ell corner in the westerly boundary line of said 13.75 acre tract, same being the southeasterly corner of said 44.04 acre tract, for the southeasterly corner of the herein described parcel;
- 2) **THENCE**, with the southerly boundary line of said 44.04 acre tract, same being in part the westerly boundary line of said 13.75 acre tract, and in part the northerly boundary line of the remainder of that called 4.1 acre tract of land described in Deed to The Salado Valley Cemetery Association by instrument recorded in Volume 42, Page 356 of the Deed Records of Williamson County, Texas, **S 68°47'07" W**, at a distance of 0.93 feet, pass a 1/2" iron rod found, at a distance of 61.48 feet, pass a fence corner, being the northeasterly corner of said remainder of 4.1 acre tract, same being an ell corner in the westerly boundary line of said 13.75 acre tract, continuing for a total distance of **67.62** feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 55.92 feet left of Bud Stockton Extension baseline station 661+54.38 in the proposed westerly ROW line of Bud Stockton Extension, for the southwesterly corner of the herein described parcel;



County: Williamson  
Parcel: 4  
Project: CR305

May 11, 2022  
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THENCE, departing said northerly boundary line of the remainder of 4.1 acre tract, with said proposed westerly ROW line of Bud Stockton Extension, through the interior of said 44.04 acre tract, the following four (4) courses:

- 3) **N 27°22'11" W**, at a distance of 59.09 feet, pass the calculated beginning of a Temporary Construction Easement (T.C.E.), at a distance of 310.45 feet, pass the calculated end of said T.C.E., and continuing for a total distance of **761.45** feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 67.00 feet left of Bud Stockton Extension baseline station 669+22.30 at the beginning of a tangent curve to the right;
- 4) Along said curve to the right, having a delta angle of **06°47'24"**, a radius of **1,533.00** feet, an arc length of **181.67** feet and a chord which bears **N 23°58'29" W**, for a distance of **181.57** feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 67.00 feet left of Bud Stockton Extension baseline station 670+96.01;
- 5) **N 20°34'47" W**, for a distance of **812.23** feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 67.00 feet left of Bud Stockton Extension baseline station 679+08.27, for an angle point in the westerly boundary line hereof;
- 6) **N 65°34'47" W**, for a distance of **41.84** feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 96.58 feet left of Bud Stockton Extension baseline station 679+37.85 in said existing southerly ROW line of C.R. 305, same being the northerly boundary line of said 44.04 acre tract, for the northwesterly corner of the herein described parcel;
- 7) **THENCE**, departing said proposed westerly ROW line of Bud Stockton Extension, with said existing southerly ROW line of C.R. 305, being said northerly boundary line of the 44.04 acre tract, **N 68°32'11" E** for a distance of **194.30** feet to the **POINT OF BEGINNING**, containing 5.836 acres (254,213 square feet) of land, more or less.

**Note:** This parcel is accompanied by a 23,181 square foot (T.C.E.) lying coincident and parallel 92.22 feet westerly of call 3 of the above description and depicted on the accompanying Parcel Plat.

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.

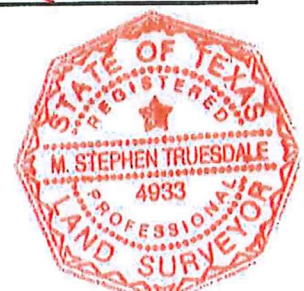
WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

*M. Stephen Truesdale*

*23 MAY 2022*

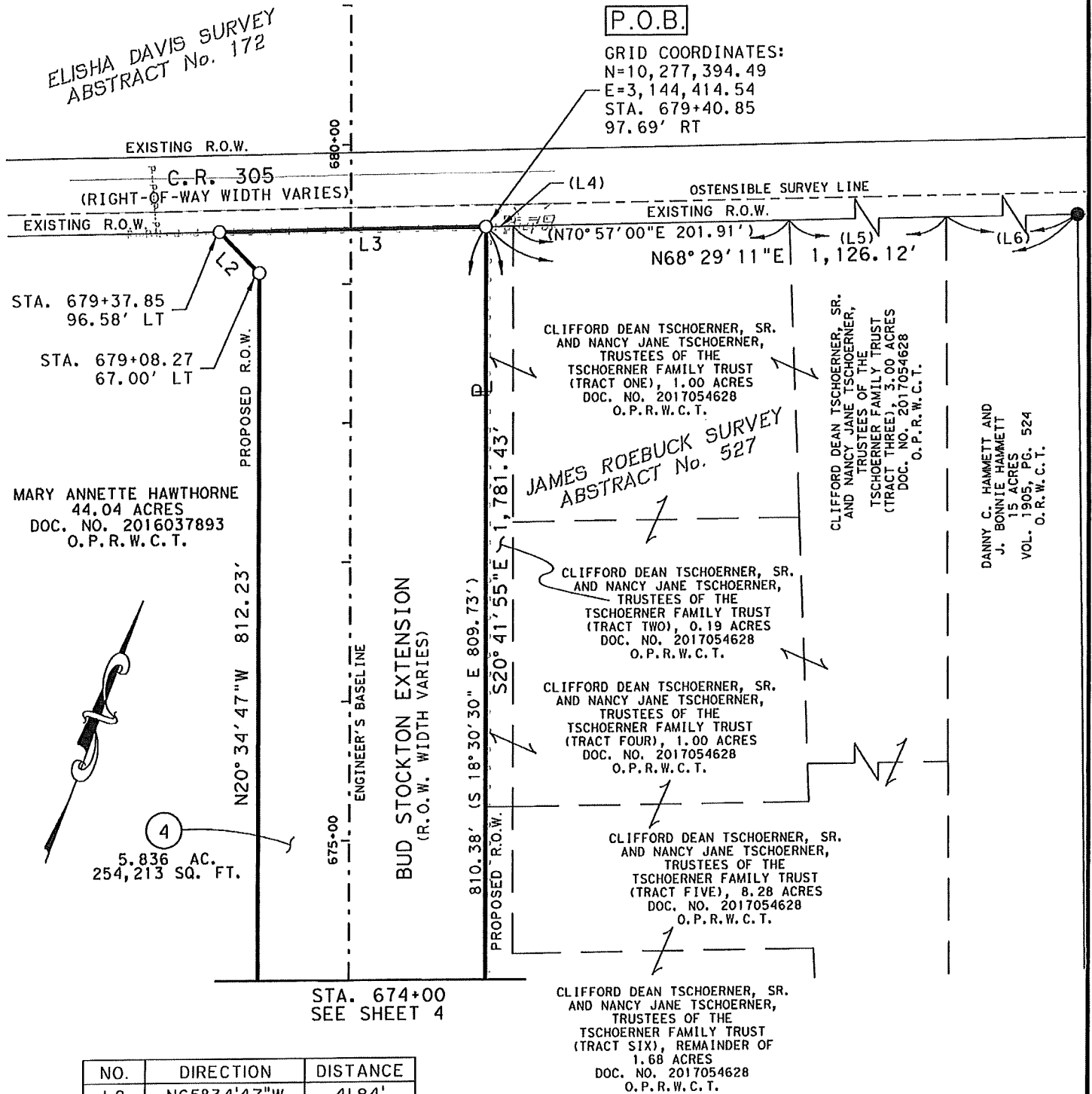
Date

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:\PAPE-DAWSON\CR 305\PARCELS\PARCEL 4\PARCEL 4-HAWTHORNE.docx



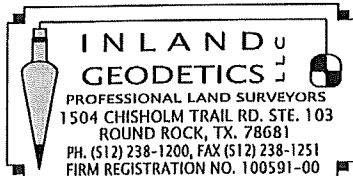
# EXHIBIT "A"

## PLAT TO ACCOMPANY PARCEL DESCRIPTION



NO.	DIRECTION	DISTANCE
L2	N65°34'47"W	41.84'
L3	N68°32'11"E	194.30'
(L4)	N70°57'00"E	20.00'
(L5)	N70°57'00"E	341.53'
(L6)	N70°37'00"E	562.92'

05/11/22



PARCEL PLAT SHOWING PROPERTY OF

MARY ANNETTE HAWTHORNE

PARCEL 4  
5.836 ACRES  
254,213 Sq. Ft.

SCALE  
1" = 100'

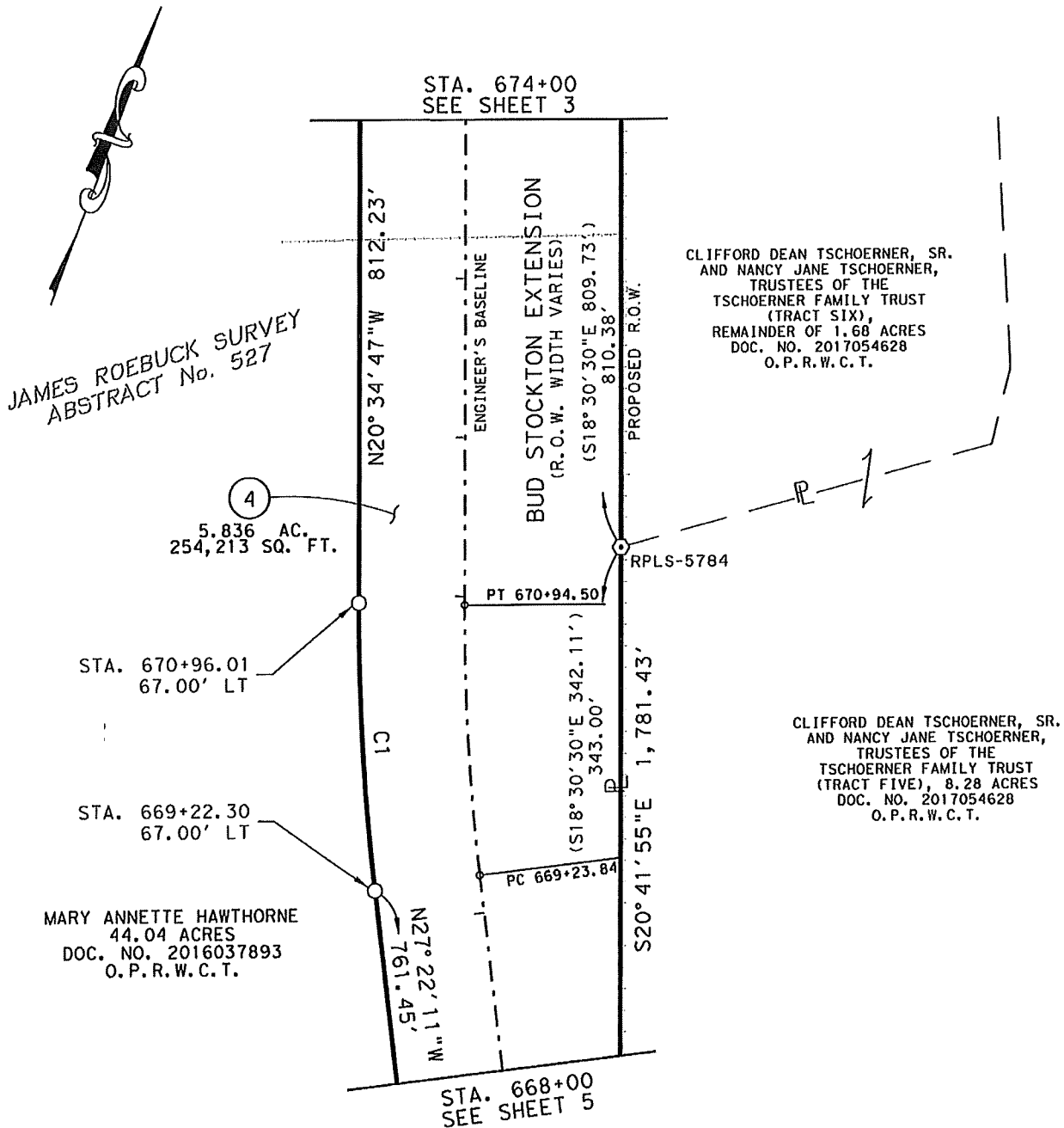
PROJECT  
COUNTY ROAD 305

COUNTY  
WILLIAMSON

PAGE 3 OF 6

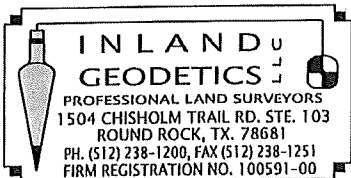
# EXHIBIT "A"

## PLAT TO ACCOMPANY PARCEL DESCRIPTION



NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	6° 47' 24"	1,533.00'	181.67'	181.57'	N23° 58' 29"W

05/11/22



PARCEL PLAT SHOWING PROPERTY OF

**MARY ANNETTE HAWTHORNE**

**PARCEL 4**  
5.836 ACRES  
254,213 Sq. Ft.

SCALE  
1" = 100'

PROJECT  
COUNTY ROAD 305

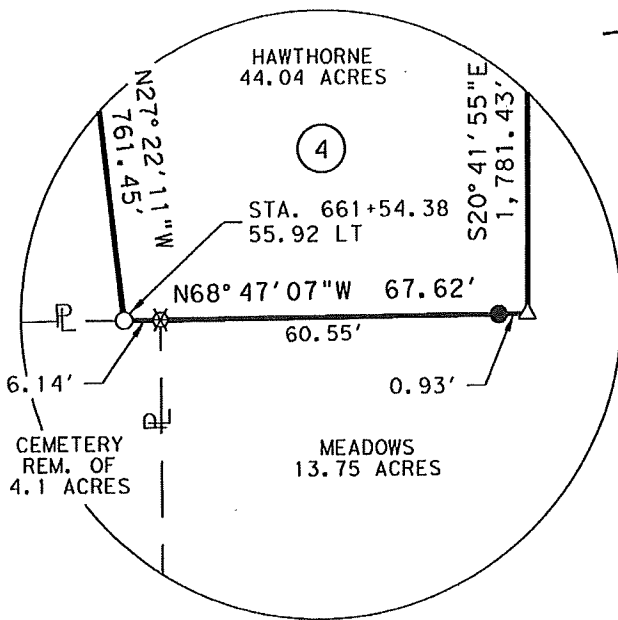
COUNTY  
WILLIAMSON

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# EXHIBIT "A"

## PLAT TO ACCOMPANY PARCEL DESCRIPTION

DETAIL "A"  
N. T. S.



MARY ANNETTE HAWTHORNE  
44.04 ACRES  
DOC. NO. 2016037893  
O. P. R. W. C. T.

NO.	DIRECTION	DISTANCE
L1	S68°47'07"W	67.62'
L7	S20°41'55"E	343.00'
(L7)	(S18°30'30"E)	(342.11')
L8	S20°41'55"E	61.87'
L9	S62°37'49"W	92.22'
L10	N62°37'49"E	92.22'

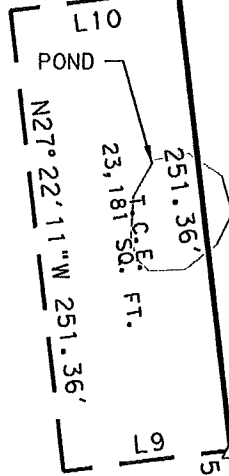
JAMES ROEBUCK SURVEY  
ABSTRACT No. 527

SEE DETAIL "A"

SALADO VALLEY  
CEMETERY ASSOCIATION  
2.24 ACRES (WCAD RECORDS)  
REMAINDER OF 4.1 AC  
VOL. 42, PG. 356  
D. R. W. C. T.

STA. 668+00  
SEE SHEET 4

BUD STOCKTON EXTENSION  
(R.O.W. WIDTH VARIES)  
N27°22'11"W 761.45'



STA. 667+15.94  
66.00 RT

N68°32'29"E 748.55'  
(N69°55'59"E 748.33')

CLIFFORD DEAN TSCHOERNER, SR.  
AND NANCY JANE TSCHOERNER,  
TRUSTEES OF THE  
TSCHOERNER FAMILY TRUST  
(TRACT FIVE), 8.28 ACRES  
DOC. NO. 2017054628  
O. P. R. W. C. T.

DANNY C. HAMMETT AND  
J. BONNIE HAMMETT  
15 ACRES  
VOL. 1905, PG. 524  
O. P. R. W. C. T.

5.836 AC.  
254,213 SQ. FT.

LISA MEADOWS  
13.75 ACRES  
DOC. NO. 2008040046  
O. P. R. W. C. T.

PT 663+37.92

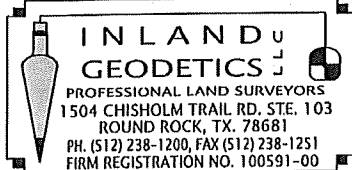
S20°41'55"E 1,781.43'

PC 661+82.98

PROPOSED R.O.W.

BARRY CRYER AND BARBARA CRYER  
16.984 ACRES  
DOC. NO. 2015044255  
O. P. R. W. C. T.

05/11/22



PARCEL PLAT SHOWING PROPERTY OF

MARY ANNETTE HAWTHORNE

PARCEL 4  
5.836 ACRES  
254,213 Sq. Ft.

SCALE  
1" = 100'

PROJECT  
COUNTY ROAD 305

COUNTY  
WILLIAMSON

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## EXHIBIT "A"

## PLAT TO ACCOMPANY PARCEL DESCRIPTION

## LEGEND

○ IRON ROD WITH ALUMINUM CAP  
STAMPED "WILLIAMSON COUNTY" SET

⊙ IRON ROD WITH PLASTIC OR  
ALUMINUM CAP FOUND - AS NOTED

● 1/2" IRON ROD FOUND

△ CALCULATED POINT

✱ FENCE POST

ℙ PROPERTY LINE

↗ DENOTES COMMON OWNERSHIP

— LINE BREAK

T.C.E. TEMPORARY CONSTRUCTION  
EASEMENT

P.O.B. POINT OF BEGINNING

( ) 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

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. GT2200566, ISSUED BY TEXAN TITLE INSURANCE COMPANY, EFFECTIVE DATE FEBRUARY 8, 2022, ISSUE DATE FEBRUARY 17, 2022.

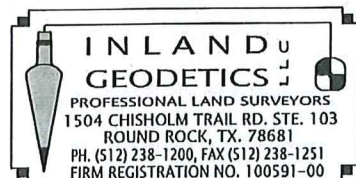
10A. EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOL. 343, PG. 313, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.

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

MARY ANNETTE HAWTHORNE

SCALE  
1" = 100'PROJECT  
COUNTY ROAD 305COUNTY  
WILLIAMSONPARCEL 4  
5.836 ACRES  
254,213 Sq. Ft.

PAGE 6 OF 6

# EXHIBIT "B"

## TEMPORARY CONSTRUCTION AND GRADING EASEMENT

Bud Stockton Extension Improvements

### **KNOW ALL PERSONS BY THESE PRESENTS:**

That MARY ANNETTE HAWTHORNE, (hereafter collectively referred to as "Grantor"), in consideration of One Dollar (\$1.00) and other good and valuable consideration paid by Williamson County, Texas, the receipt of which is hereby acknowledged, does hereby grant to WILLIAMSON COUNTY, TEXAS, its agents, contractors, successors and assigns (referred to as "Grantee"), a temporary construction and grading easement to construct, install, repair, remove and replace earthen and vegetative materials for filling of the existing stock pond which is bisected by the newly acquired right of way boundary line, modification of surface grade and slope to facilitate adequate and proper lateral support and drainage to and across the proposed Bud Stockton Extension roadway improvements and across portions of the remaining property of Grantor ("Project"), in, along, upon and across the property described on the sketch as shown in Exhibit "A" ("the Property") as necessary to carry out the purposes of this easement.

The construction, reconstruction and/or removal of any grading, improvements, or other related facilities on the Property shall be in the location of, subject to, and shall be completed in substantial compliance with any notes, details, specifications or other requirements or restrictions as shown on the plan sheets attached as Exhibit "B" and incorporated herein.

The further agree as follows:

Following completion of work within the temporary construction easement area Property described in Exhibit "A", Grantee shall at its expense and within ninety (90) days of completion of the work restore any Property injured or damaged by Grantee's use of the Property and activities thereon, including specifically landscaping, irrigation, parking, pavement, or vegetation, as closely as possible to substantially the same condition or better than existed previous to Grantee's entry upon the Property, or otherwise in compliance with the specifications as set out on the plans in Exhibit "B", taking into consideration the use and purposes to which the Property is to be put.

If necessary to contain the security of any livestock or animals outside of the temporary easement Property and on the remaining property of Grantor, the Grantee shall at its sole expense install and maintain temporary fencing along the boundary of the Property while carrying out the activities described herein, and upon completion of the work on the Property shall fully remove such temporary fencing and restore any impacted permanent fencing along the newly acquired right of way line property boundary.

This temporary construction easement shall be in full force and effect at all times during the accomplishment and completion of the Project construction activities described above and as shown on Exhibit "B". This temporary construction easement shall terminate and the easement rights and improvements constructed within the easement area, if any, shall fully revert to Grantor, Grantor's successors, and assigns, and all interest conveyed shall terminate on the earlier of (a) the expiration of six (6) months from the Grantee's issuance of Notice to Proceed to the duly selected and awarded Project construction contractors, (b) on the date of completion of construction of the Project, or (c) on December 31, 2024, whichever occurs first.

To the extent allowed by law, Grantee shall indemnify Grantor against any loss and damage which shall be caused by the exercise of the rights of ingress and egress or by any wrongful or negligent act or omission of Grantee's agents or employees in the course of their employment.

At no time during the grant of this easement shall Grantor be denied reasonable vehicular ingress and egress to its remaining property for the purposes to which the parent tract is currently being put, unless there is an agreement between Grantor and Grantee to do so in advance.

This conveyance is subject to all easements and rights of way of record, visible or apparent on the ground, all restrictions, reservations, covenants, conditions, oil, gas, or other mineral leases, mineral severances and other instruments that affect the Property.

**IN WITNESS WHEREOF**, the parties hereto have executed this instrument to be effective the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**GRANTOR:**

\_\_\_\_\_  
Mary Annette Hawthorne

**Acknowledgment**

State of Texas                   §  
  §  
County of \_\_\_\_\_       §

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2022 by Mary Annette Hawthorne, in the capacity and for the purposes and consideration recited herein.

\_\_\_\_\_  
Notary Public, State of Texas

**ACCEPTED AND AGREED BY GRANTEE:**

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., Williamson County Judge, in the capacity and for the purposes and consideration recited herein.

\_\_\_\_\_  
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

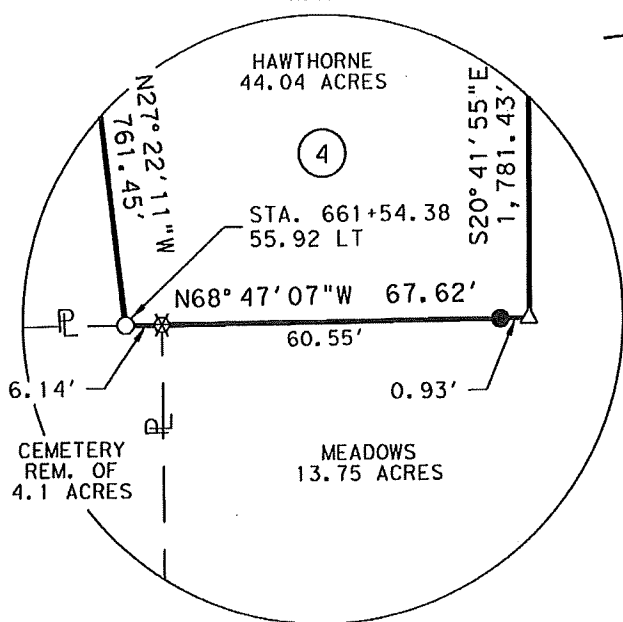
**AFTER RECORDING RETURN TO:**



# EXHIBIT "A"

## PLAT TO ACCOMPANY PARCEL DESCRIPTION

DETAIL "A"  
N. T. S.



MARY ANNETTE HAWTHORNE  
44.04 ACRES  
DOC. NO. 2016037893  
O. P. R. W. C. T.

NO.	DIRECTION	DISTANCE
L1	S68°47'07"W	67.62'
L7	S20°41'55"E	343.00'
(L7)	(S18°30'30"E)	(342.11')
L8	S20°41'55"E	61.87'
L9	S62°37'49"W	92.22'
L10	N62°37'49"E	92.22'

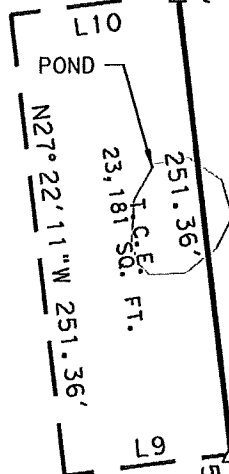
JAMES ROEBUCK SURVEY  
ABSTRACT No. 527

SEE DETAIL "A"

SALADO VALLEY  
CEMETERY ASSOCIATION  
2.24 ACRES (WCAD RECORDS)  
REMAINDER OF 4.1 AC  
VOL. 42, PG. 356  
D. R. W. C. T.

STA. 668+00  
SEE SHEET 4

BUD STOCKTON EXTENSION  
(R.O.W. WIDTH VARIES)  
N27°22'11"W 761.45'



STA. 667+15.94  
66.00 RT

N68°32'29"E 748.55'  
(N69°55'59"E 748.33')

CLIFFORD DEAN TSCHOERNER, SR.  
AND NANCY JANE TSCHOERNER,  
TRUSTEES OF THE  
TSCHOERNER FAMILY TRUST  
(TRACT FIVE), 8.28 ACRES  
DOC. NO. 2017054628  
O. P. R. W. C. T.

DANNY C. HAMMETT AND  
J. BONNIE HAMMETT  
15 ACRES  
VOL. 1905, PG. 524  
O. P. R. W. C. T.

5.836 AC.  
254,213 SQ. FT.

LISA MEADOWS  
13.75 ACRES  
DOC. NO. 2008040046  
O. P. R. W. C. T.

PT 663+37.92

S20°41'55"E 1,781.43'

PC 661+82.98

PROPOSED R.O.W.

BARRY CRYER AND BARBARA CRYER  
16.984 ACRES  
DOC. NO. 2015044255  
O. P. R. W. C. T.

05/11/22

PARCEL PLAT SHOWING PROPERTY OF

MARY ANNETTE HAWTHORNE

PARCEL 4  
5.836 ACRES  
254,213 Sq. Ft.

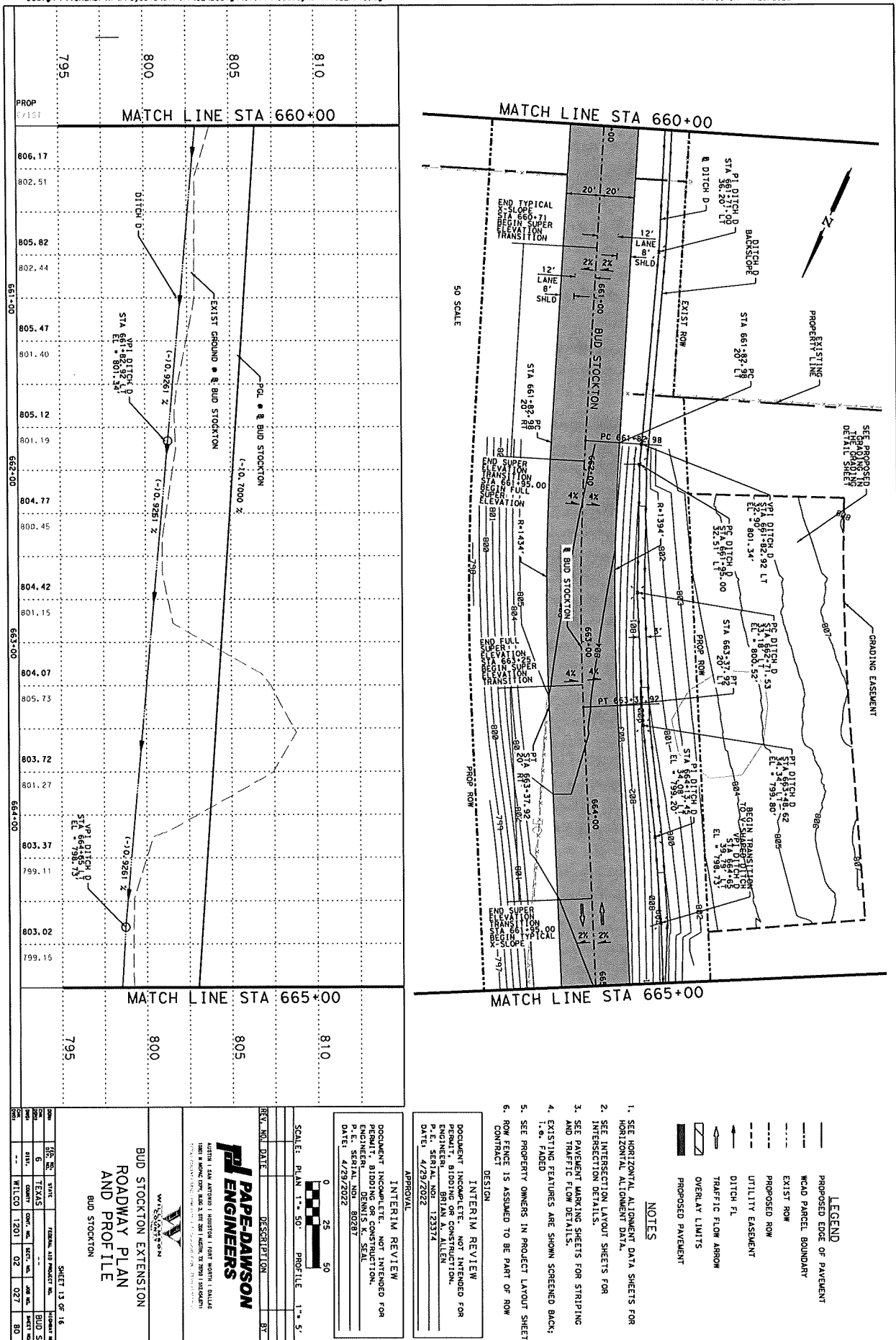
SCALE  
1" = 100'

PROJECT  
COUNTY ROAD 305

COUNTY  
WILLIAMSON

PAGE 5 OF 6

## Plotted on: 4/29/2022



## Plotted on: 4/29/2022



**LEGEND**

————	PROPOSED EDGE OF PAVEMENT
—— —	EXIST CONTOURS
— · — · —	PROPOSED ROW
————	DITCH FL
————	DESIGN CONTOURS

INTERIM REVIEW  
DOCUMENT INCOMPLETE. NOT INTENDED FOR  
PERMIT, BIDDING OR CONSTRUCTION.  
ENGINEER: BRIAN A. ALLEN  
P.E. SERIAL NO: 123374  
DATE: 4/29/2022

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APPROVAL

INTERIM REVIEW

DOCUMENT INCOMPLETE. NOT INTENDED FOR  
PENALTY, BIDDING OR CONSTRUCTION.

ENGINEER DENNIS K. SEAL  
P.E. SERIAL NO. 80287

DATE: 4/29/2022

[illegible]

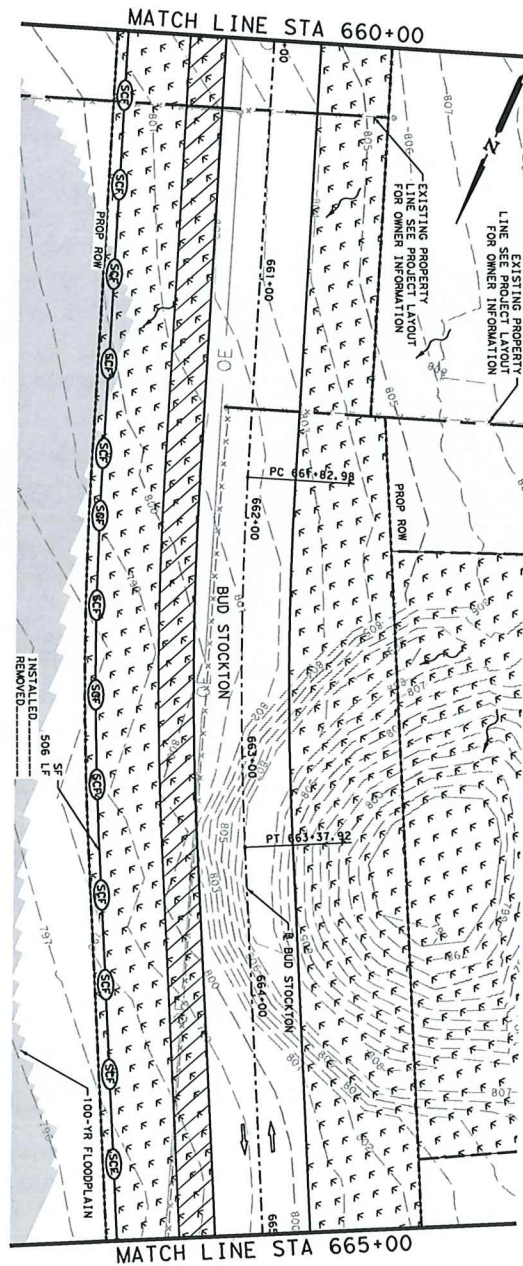
**Pape-Dawson  
PE ENGINEERS**

AUSTIN | SAN ANTONIO | HOUSTON | FORT WORTH | DALLAS  
10001 N. MOORE DRIVE, SUITE 2, STE 200 | AUSTIN, TX 78759 | 512-924-8711  
FAX: 512-924-8725 | WWW.PAPE-DAWSON.COM | PDAE@PDAE.COM

**WILCOXSON**  
**BUD STOCKTON EXTENSION**  
**SPECIAL GRADING**  
**EASEMENT**

SHEET 1 OF 1						
DATE	F.I.D. NO.	STATE	FEDERAL AID PROJECT NO.	MOBILE NO.		
DATE	6	TEXAS		BUD S.		
DATE	8157.	COUNTY	--			
DATE	--	WILCO	1201 02 027			95

## Plotted on: 4/29/2022



Hawthorne (4)

1. REFER TO SWAP STANDARD SHEETS FOR NOTES.
2. INSTALLATION DETAILS.
3. QUANTITIES.
4. QUANTITIES. QUANTITY FOR ALL SWAP ITEMS AND MATERIALS.
5. LOCATION OF SWAP CONTROLS TO BE PLACED AS NEEDED OR AS DIRECTED BY THE ENGINEER. FIELD CONDITIONS OR AS DIRECTED BY THE ENGINEER.
6. ALL SECTIONS FOR SWAP CONTROLS, FENCE AND ROCK FILTER DUES SHALL REMAIN IN PLACE FOR ALL DUES. SWAP CONTROLS SHALL BE MAINTAINED TO CONDUIT CONSTRUCTION OPERATIONS.
7. CONSTRUCTION EXIT LOCATIONS TO BE DETERMINED BY THE FIELD BY THE CONTRACTOR AND APPROVED BY THE ENGINEER.

## DESIGN

## INTERIM REVIEW

DOCUMENT INCOMPLETE. NOT INTENDED FOR  
PERMIT, BIDDING OR CONSTRUCTION.  
ENGINEER: BRIAN A. ALLEN  
P.E. SERIAL NO: 123374  
DATE: 4/29/2022

## APPENDIX

INTERIM REVIEW  
DOCUMENT INCOMPLETE. NOT INTENDED FOR  
PERMIT, BIDDING OR CONSTRUCTION.  
ENGINEER: DENNIS K. SEAL  
P.E. SERIAL NO: 80287  
DATE: 4/29/2022

**SCALE: 1" = 50'**

**PAPE-DAWSON  
ENGINEERS**

AUSTIN | SAN ANTONIO | HOUSTON | FORT WORTH | DALLAS  
10001 N. MO'PAC EXP., BLDG. 3, STE. 200 | AUSTIN, TX 78758 | 512.454.8711  
T: 512.454.8711 F: 512.454.8711 E: [info@stetson.com](mailto:info@stetson.com) W: [www.stetson.com](http://www.stetson.com)

WILLIAMSON  
COUNTY

BUD STOCKTON EXTENSION

SW3P LAYOUT

CDM	FED. RES. DIV. NO.	STATE	FEDERAL AID PROJECT NO.	BUDGET NO.
CDM 001	6	TEXAS	--	BUD 5
CDM 002	0151	COUNTY		
CDM 003	--	WILCO	CDM NO. 1201	SECT. NO. 02
				JOB NO. 027
				SHEET NO. 169