

POSSESSION AND USE AGREEMENT FOR TRANSPORTATION PURPOSES

STATE OF TEXAS

§

Parcel No.: 9

§

COUNTY OF WILLIAMSON

§

Project: Bud Stockton Extension

This Possession and Use Agreement For Transportation Purposes (the "Agreement") between **WILLIAMSON COUNTY, TEXAS** ("County"), and **THE JOHN R. and BARBARA S. CASEY LIVING TRUST, DATED JUNE 26, 2007** (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 **SEVENTY-SEVEN THOUSAND EIGHT HUNDRED FORTY and 00/100 Dollars (\$77,840.00)**. 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 December 2, 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-2200955, issued June 17, 2022 by Texan 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 shall not remove Grantor's existing boundary fencing within the Property prior to December 31, 2022.
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 JOHN R. and BARBARA S. CASEY LIVING TRUST, DATED JUNE 26, 2007

By: Barbara S. Casey, TTE
John R. Casey, TTE
Name: Barbara S. Casey, TTE
John R. Casey TTE

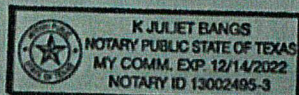
Its: _____

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF Williamson

This instrument was acknowledged before me on this the 2nd day of November, 2022 by John R. + Barbara S. Casey, in the capacity and for the purposes and consideration recited herein.



K. Juliet Bangs
Notary Public, State of Texas
Printed Name: K. Juliet Bangs
My Commission Expires: 12/14/2022

COUNTY:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF WILLIAMSON

This instrument was acknowledged before me on _____ 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 _____

TENANT (IF APPLICABLE):

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF _____

This instrument was acknowledged before me on this the ____ day of _____, 2022 by _____, in the capacity and for the purposes and consideration recited herein.

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

County: Williamson
Parcel: 9
Project: CR 305

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EXHIBIT A

PROPERTY DESCRIPTION FOR PARCEL 9

DESCRIPTION OF A 0.819 ACRE (35,686 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE ELISHA DAVIS SURVEY, ABSTRACT NO. 172 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF THAT CALLED 40.89 ACRE TRACT OF LAND DESCRIBED IN WARRANTY DEED TO JOHN ROBERT CASEY AND BARBARA SALOMON CASEY, TRUSTEES OF THE JOHN R. AND BARBARA S. CASEY LIVING TRUST BY INSTRUMENT RECORDED IN DOCUMENT NO. 2020128973 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.819 ACRE (35,686 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=10,277,297.56, E=3,143,949.02 TxSPC Zone 4203), set 52.00 feet left of C.R. 305 engineers baseline station 308+02.14 in the westerly boundary line of said remainder of the 40.89 acre tract, being the easterly line of that called 3.78 acre tract of land described in Warranty Deed to said John Robert Casey and Barbara Salomon Casey, Trustees of the John R. and Barbara S. Casey Living Trust by instrument recorded in Document No. 2020128975 of the Official Public Records of Williamson County, Texas, for the northwesterly corner and **POINT OF BEGINNING** of the herein described parcel;

THENCE, departing the easterly line of said 3.78 acre tract, through the interior of said remainder of the 40.89 acre tract the following five (5) courses:

- 1) **N 65°05'55" E**, for a distance of **306.11** feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 70.37 feet left of C.R. 305 engineers baseline station 311+07.70, for an angle point;
- 2) **N 69°05'53" E**, for a distance of **186.54** feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 68.56 feet left of C.R. 305 engineers baseline station 312+94.22, for an angle point;
- 3) **N 73°55'36" E**, for a distance of **59.40** feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 62.98 feet left of C.R. 305 engineers baseline station 313+53.36, for an angle point;
- 4) **N 69°05'53" E**, for a distance of **325.53** feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 59.80 feet left of C.R. 305 engineers baseline station 316+78.87, for an angle point;
- 5) **N 38°36'40" E**, for a distance of **54.81** feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 87.15 feet left of C.R. 305 engineers baseline station 317+26.37, in the existing westerly Right-of-Way (ROW) line of County Road (C.R.) 344 (variable width ROW), being the easterly line of said remainder of the 40.89 acre tract, for the northeasterly corner of the herein described parcel;
- 6) **THENCE**, with the easterly boundary line of said remainder of the 40.89 acre tract, same being said existing westerly ROW line, **S 19°55'14" E**, for a distance of **62.81** feet to a calculated point at the intersection of the said existing C.R. 344 and the existing northerly ROW line of C.R. 305 (variable width ROW), same being the southeasterly corner of the remainder of said 40.89 acre tract, for the southeasterly corner of the herein described parcel;
- 7) **THENCE**, with said existing northerly ROW line of C.R. 305, being the southerly boundary line of said remainder of the 40.89 acre tract, **S 68°38'31" W** for a distance of **922.63** feet to a 1/2" iron rod found, being the southeasterly corner of said 3.78 acre tract, for the southwesterly corner of said remainder of the 40.89 acre tract and the herein described parcel;

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- 8) **THENCE**, departing said existing ROW line, with the common line of said 3.78 acre and said remainder of the 40.89 acre tract **N 21°16'41" W** for a distance of **25.99** feet to the **POINT OF BEGINNING**, containing 0.819 acres (35,686 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

20 SEP 2022

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

Date

S:\PAPE-DAWSON\CR 305\PARCELS\PARCEL 9\PARCEL 9-CASEY.docx



PLAT TO ACCOMPANY PARCEL DESCRIPTION

Exhibit "A"

JOHN ROBERT CASEY
AND BARBARA
SALOMON CASEY, TRUSTEES
OF THE JOHN R. AND
BARBARA S. CASEY
LIVING TRUST
3.78 ACRES
DOC. NO. 2020128975
O. P. R. W. C. T.

ELISHA DAVIS SURVEY
ABSTRACT No. 172

GTE SOUTHWEST INCORPORATED
5' EASEMENT & RIGHT OF WAY
VOL. 2627, PG. 150
O.R.W.C.T.

NO.	DIRECTION	DISTANCE
L1	N73°55'36"E	59.40'
L2	N38°36'40"E	54.81'
L3	S19°55'14"E	62.81'
L4	N21°16'41"W	25.99'
L5	N68°42'31"E	93.70'
(L5)	(N70°43'23"E)	(93.70')

P.O.B.

GRID COORDINATES:
N=10,277,297.56
E=3,143,949.02
STA. 308+02.14
52.00' LT

PC 681+92.29

JOHN ROBERT CASEY AND
BARBARA SALOMON CASEY, TRUSTEES
OF THE JOHN R. AND
BARBARA S. CASEY LIVING TRUST
REMAINDER OF 40.89 ACRES
DOC. NO. 2020128973
O. P. R. W. C. T.

STA. 313+53.36
62.98' LT

STA. 317+26.37
87.15' LT

STA. 312+94.22
68.56' LT

0.819 AC.
35,686 SQ. FT.

STA. 316+78.87
59.80' LT

N65°05'55"E 306.11'

N69°05'53"E 186.54'

N69°05'53"E 325.53'

PROPOSED R.O.W.

(S70°37'36"W 923.14')

S68°38'31"W 922.63'

EXISTING R.O.W.

C.R. 305
(R.O.W. WIDTH VARIES)

C.R. 305 ENGINEER'S BASELINE

OSTENSIBLE SURVEY LINE

WILLIAMSON COUNTY
2,706 SQUARE FEET
DOC. NO. 2008033916
O. P. R. W. C. T.

ENGINEER'S BASELINE
BUD STOCKTON
EXTENSION
(R.O.W. WIDTH VARIES)

WILLIAMSON COUNTY
0.3178 ACRES
DOC. NO. 2008033916
O. P. R. W. C. T.

JAMES ROEBUCK SURVEY
ABSTRACT No. 527

09/13/22



PARCEL PLAT SHOWING PROPERTY OF
JOHN ROBERT CASEY AND BARBARA SALOMON CASEY, TRUSTEES
OF THE JOHN R. AND BARBARA S. CASEY LIVING TRUST

SCALE
1" = 100'

PROJECT
COUNTY ROAD 305

COUNTY
WILLIAMSON

PARCEL 9
0.819 ACRES
35,686 Sq. Ft.

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LEGEND

PLAT TO ACCOMPANY PARCEL DESCRIPTION

Exhibit "A"

- 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
- ▲ MAG NAIL FOUND
- P— PROPERTY LINE
- Z— DENOTES COMMON OWNERSHIP
LINE BREAK

- 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. GT2200955, ISSUED BY TEXAN TITLE INSURANCE COMPANY, EFFECTIVE DATE JUNE 09, 2022, ISSUE DATE JUNE 17, 2022.

10A. EASEMENT TO TEXAS POWER AND LIGHT COMPANY, RECORDED IN VOLUME 235, PAGE 53, OF THE DEED RECORDS OF WILLIAMSON, COUNTY, TEXAS, FROM IT'S DESCRIPTION CAN NOT BE LOCATED.

E. EASEMENT AND RIGHT-OF-WAY TO GENERAL TELEPHONE COMPANY OF THE SOUTHWEST RECORDED IN VOL. 1246, PG. 350, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM IT'S DESCRIPTION CAN NOT BE LOCATED.

F. ELECTRIC UTILITY EASEMENT AND COVENANT OF ACCESS TO BARTLETT ELECTRIC COOPERATIVE, INC. RECORDED IN VOLUME 1737, PAGE 898, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM IT'S DESCRIPTION CAN NOT BE LOCATED.

G. EASEMENT AND RIGHT-OF-WAY TO GTE SOUTHWEST INCORPORATED RECORDED IN VOLUME 2627, PAGE 150, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

H. ELECTRIC UTILITY EASEMENT AND COVENANT OF ACCESS TO BARTLETT ELECTRIC COOPERATIVE, INC. RECORDED IN DOCUMENT NO. 96015929, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, FROM IT'S DESCRIPTION CAN NOT BE LOCATED.

I. ELECTRIC UTILITY EASEMENT AND COVENANT OF ACCESS TO BARTLETT ELECTRIC COOPERATIVE, INC. RECORDED IN DOCUMENT NO. 96015930, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM IT'S DESCRIPTION CAN NOT BE LOCATED.

J. EASEMENT TO JOHN R. CASEY AND BARBARA S. CASEY RECORDED IN DOCUMENT NO. 96061062, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

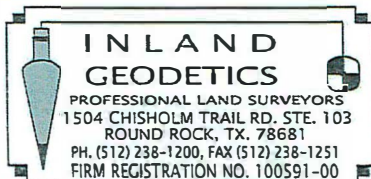
K. TERMS, PROVISIONS AND STIPULATIONS OF ROAD MAINTENANCE AGREEMENT RECORDED IN DOCUMENT NO. 96061063, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

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



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

09/13/22



PARCEL PLAT SHOWING PROPERTY OF
**JOHN ROBERT CASEY AND BARBARA SALOMON CASEY, TRUSTEES
OF THE JOHN R. AND BARBARA S. CASEY LIVING TRUST**

SCALE
1" = 100'

PROJECT
COUNTY ROAD 305

COUNTY
WILLIAMSON

PARCEL 9
0.819 ACRES
35,686 Sq. Ft.

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