

POSSESSION AND USE AGREEMENT FOR TRANSPORTATION PURPOSES

STATE OF TEXAS	§	
	§	Parcel No.: 49
COUNTY OF WILLIAMSON	§	Project: Liberty Hill Bypass

This Possession and Use Agreement For Transportation Purposes (the "Agreement") between **WILLIAMSON COUNTY, TEXAS** ("County" or "Grantee"), and **JAMES PATRICK HARLOW** (the "Grantor" whether one or more), grants to the County, its 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 Liberty Hill Bypass roadway project 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 FOUR THOUSAND SEVEN HUNDRED THREE and 00/100 Dollars (\$4,703.00). 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. Grantee will place this Agreement on County's agenda within two business days of County's receipt of an executed copy of this Agreement. Grantee will tender payment of this amount to Grantor or the title company within 14 days of County's approval of this Agreement.

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

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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 within 45 days of the notice.

3. The effective date of this Agreement will be the date on which payment pursuant to Paragraph 2 above is paid to grantor by the County or the title company (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 T-152480, issued September 3, 2021 by Texas National 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. The parties agree to schedule the special commissioners hearing on a mutually agreeable date during the first Quarter of 2023. The parties further agree that the amount of compensation set forth in this agreement will not be admitted into evidence to the fact finder determining just compensation (the Special Commissioners or thereafter a jury.)
 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 Effective Date. Otherwise, prejudgment and post judgment interest, if any, will be computed and paid as provided by law.
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. County agrees to deposit the amount of the award, less the payment made pursuant to paragraph 2, within 45 days of the special commissioners hearing. County agrees to maintain at least one point of access for Grantor's use during the entire duration of County's Roadway Construction Project, unless otherwise agreed to in writing by Grantor. County acknowledges livestock exist from time to time on the subject property and that Grantor maintains a fence at the subject property's boundaries to contain livestock and prevent their meandering off the subject property. As such, County agrees to notify Grantor 14 days before cutting or removing any portion of Grantor's fence. County agrees to stake the proposed right-of-way line within 14 days of Grantor's request.
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.

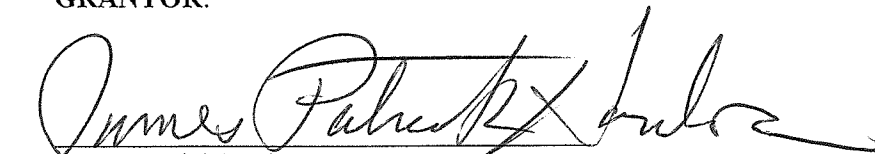
15. By its authorized signature below the following Tenants which have a leasehold interest in the Property hereby consent in all things to Grantee taking exclusive and sole possession of the Property pursuant to the terms of this Agreement, and to Grantor receiving the consideration recited herein:

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.

GRANTOR:

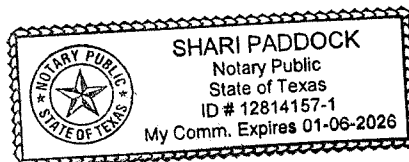

James Patrick Harlow

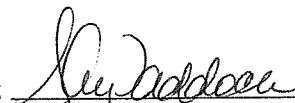
ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF Williamson

This instrument was acknowledged before me on this the 28 day of November, 2022 by James Patrick Harlow in the capacity and for the purposes and consideration recited herein.




Notary Public, State of Texas
Printed Name: Shari Paddock
My Commission Expires: 1/06/2026

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

County: Williamson
Parcel: 49-Harlow
Highway: Bagdad Rd (CR 279)

PROPERTY DESCRIPTION

DESCRIPTION OF A 0.036 ACRE (1,549 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE HENRY FIELD SURVEY, ABSTRACT NO. 233 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 6.32 ACRE TRACT OF LAND DESCRIBED IN DEED OF GIFT TO JAMES PATRICK HARLOW RECORDED IN VOLUME 1572, PAGE 365 (TRACT ONE) OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.036 ACRE (1,549 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set in the proposed easterly Right-of-Way (ROW) line of Bagdad Road (ROW width varies) 98.19 feet right of Bagdad Road Baseline Station 314+66.15 (Grid Coordinates determined as N=10,209,834.91 E=3,057,627.37), being in the northerly boundary line of said 6.32 acre tract, same being in the southerly boundary line of that called 8.02 acre tract of land described in Deed Of Gift to Timothy P. Harlow recorded in Volume 1572, Page 362 (Tract One) of the Official Records of Williamson County, Texas, for the northeasterly corner and POINT OF BEGINNING of the herein described parcel;

- 1) THENCE, departing said 8.02 acre tract, with said proposed easterly ROW line, through the interior of said 6.32 acre tract, S 14°38'00" E, for a distance of 187.61 feet to an iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 82.12 feet right of said Bagdad Road Baseline Station 312+79.23 in the existing easterly ROW line of County Road (C.R.) 279 (Bagdad Road) (variable width ROW), same being in the westerly boundary line of said 6.32 acre tract, for the southerly corner of the herein described parcel, and from which, a 1/2" iron rod found, being the southwesterly corner of said 6.32 acre tract, same being the northwesterly corner of that called 5.29 acre tract of land described in Deed Of Gift to Michael Forbes Harlow recorded in Volume 1572, Page 359 (Tract One) of the Official Records of Williamson County, Texas and subsequently being a portion of an unstated acreage tract citted in Survivorship Deed to said Michael Forbes Harlow and Linda Lunsford Harlow, Jeremiah Forbes Harlow and Crystal Eastham Harlow recorded in Document No. 2019091457 of the Official Records of Williamson County, Texas, bears S 19°39'42" E, at a distance of 49.51 feet;
- 2) THENCE, with said existing easterly ROW line, being said westerly boundary line of the 6.32 acre tract, N 19°39'42" W, for a distance of 188.40 feet to a 1/2" iron rod found, being the northwesterly corner of said 6.32 acre tract, same being the southwesterly corner of said 8.02 acre tract, for the northwesterly corner of the herein described parcel;
- 3) THENCE, departing said existing easterly ROW line, with said northerly boundary line of the 6.32 acre tract, same being said southerly boundary line of the 8.02 acre tract, N 75°36'40" E, for a distance of 16.51 feet to the POINT OF BEGINNING, containing 0.036 acres (1,549 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 direct supervision.

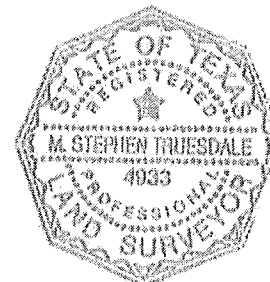
WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

M. Stephen Truesdale

28 FEB 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



LEGEND

- 1/2" IRON ROD FOUND UNLESS NOTED
- △ CALCULATED POINT
- 1/2" IRON ROD W/ ALUMINUM CAP
STAMPED "WILLIAMSON-COUNTY" SET
(UNLESS NOTED OTHERWISE)
- P PROPERTY LINE
- () RECORD INFORMATION
- LINE BREAK
- DENOTES COMMON OWNERSHIP
- P.O.B. POINT OF BEGINNING
- O.R.W.C.T. OFFICIAL RECORDS
WILLIAMSON COUNTY, TEXAS
- O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS
WILLIAMSON COUNTY, TEXAS

PLAT TO ACCOMPANY PARCEL DESCRIPTION

TIMOTHY P. HARLOW
(TRACT ONE)
(8.02 ACRES)
VOL. 1572, PG. 362
O.R.W.C.T.

NO.	DIRECTION	DISTANCE
L1	S19°39'42"E	49.51'
L2	N75°36'40"E	16.51'

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.

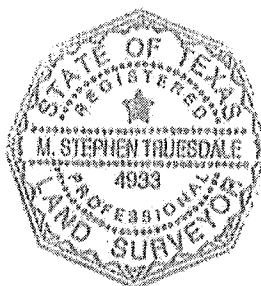
THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE OF NO. T-154916, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE OCTOBER 8, 2021, ISSUE DATE OCTOBER 20, 2021.

NO ITEMS TO ADDRESS IN SCHEDULE "B".

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

M. Stephen Truesdale 28 FEB 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, TEXAS 78681

DATE



JAMES PATRICK HARLOW
(TRACT ONE)
(6.32 ACRES)
VOL. 1572, PG. 365
O.R.W.C.T.

MICHAEL FORBES HARLOW
& LINDA LUNSFORD HARLOW AND
JEREMIAH FORBES HARLOW
& CRYSTAL EASTHAM HARLOW
PORTION OF 19.789 ACRES
DOC. NO. 2019091457
O.P.R.W.C.T.

(TRACT ONE)
5.29 ACRES
DESCRIBED IN
VOL. 1572, PG. 359
O.R.W.C.T.

REV: 02/22/2022

PARCEL PLAT SHOWING PROPERTY OF

TIMOTHY P. HARLOW

PARCEL 49
0.036 ACRES
1,549 Sq. Ft.

SCALE

1" = 60'

BAGDAD ROAD

WILLIAMSON

PAGE 2 OF 2