

POSSESSION AND USE AGREEMENT FOR TRANSPORTATION PURPOSES

STATE OF TEXAS

§

Parcel No.: 5

COUNTY OF WILLIAMSON

§

§

Project: Bud Stockton Loop

This Possession and Use Agreement For Transportation Purposes (the "Agreement") between **WILLIAMSON COUNTY, TEXAS** ("County"), and **BARRY CRYER and BARBARA CRYER** (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 EIGHTY-SIX THOUSAND ONE HUNDRED SEVENTY and 00/100 Dollars (\$86,170.00). 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 the date on which payment pursuant to Paragraph 2 above was tendered to the Grantor by the County, or disbursed to the Grantor by a title company acting as escrow agent for the transaction, (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-2200565, issued February 17, 2022 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:

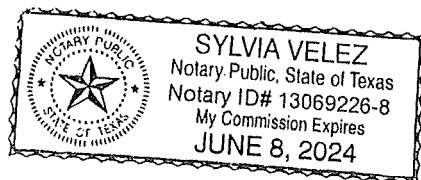
Barbara Cryer
Barbara Cryer

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF Williamson

This instrument was acknowledged before me on this the 6 day of May, 2022 by Barbara Cryer, 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

GRANTOR:

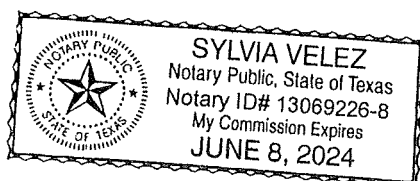
Barry Cryer
Barry Cryer

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF Williamson

This instrument was acknowledged before me on this the 6 day of May, 2022 by Barry Cryer, 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

COUNTY:

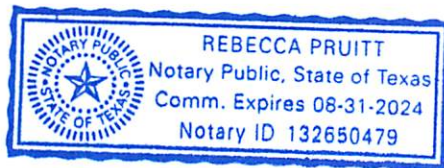
WILLIAMSON COUNTY, TEXAS

By: Bill Gravell, Jr.
Bill Gravell, Jr.
County Judge

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF WILLIAMSON

This instrument was acknowledged before me on this the 17th day of May, 2022 by Bill Gravell, Jr., County Judge of Williamson County, Texas, in the capacity and for the purposes and consideration recited herein.



Rebecca Pruitt
Notary Public, State of Texas
Printed Name: Rebecca Pruitt
My Commission Expires 08.31.2024

County: Williamson
Parcel: 5
Project: CR305

January 24, 2022
Page 1 of 4

EXHIBIT _____
PROPERTY DESCRIPTION FOR PARCEL 5

DESCRIPTION OF A 1.754 ACRE (76,395 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE JAMES ROEBUCK SURVEY, ABSTRACT NO. 527 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 16.984 ACRE TRACT OF LAND DESCRIBED IN WARRANTY DEED WITH VENDOR'S LIEN TO BARRY CRYER AND BARBARA CRYER BY INSTRUMENT RECORDED IN DOCUMENT NO. 2015044255 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 1.754 ACRE (76,395 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=10,275,015.84, E=3,145,378.75 TxSPC Zone 4203), set 66.00 feet right of Bud Stockton Extension baseline station 653+69.00 in the proposed easterly Right-of-Way (ROW) line of said Bud Stockton Extension (variable width ROW), same being the northerly boundary line of that called 8.003 acre tract of land described in Warranty Deed with Vendor's Lien to James R. Davidson and Virginia L. Davidson by instrument recorded in Volume 888, Page 790 of the Deed Records of Williamson County, Texas, same being the southerly boundary line of said 16.984 acre tract, for the southeasterly corner and **POINT OF BEGINNING** of the herein described parcel;

- 1) **THENCE**, departing said proposed ROW line, with the common boundary line of said 16.984 acre and said 8.003 acre tracts, **S 69°02'34" W**, for a distance of **115.66** feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 49.65 feet left of Bud Stockton Extension baseline station 653+69.50, being the northwesterly corner of said 8.003 acre tract, same being the southwesterly corner of said 16.984 acre tract of land, also being the westerly boundary line of that called 163.36 acre tract of land described in a Warranty Deed with Vendor's Lien to Gregory S. Danek recorded in Document No. 2007071560 of the Official Public Records of Williamson County, Texas, for the southwesterly corner of the herein described parcel;
- 2) **THENCE**, departing said 8.003 acre tract, with the common boundary line of said 163.36 acre and said 16.984 acre tracts, and in part the easterly line of that 2.24 acre remainder of a 4.1 acre tract of land described in Deed to Salado Valley Cemetery Association by instrument recorded in Volume 42, Page 356 of the Deed Records of Williamson County, Texas, **N 21°12'53" W**, at a distance of 437.66 feet pass the calculated southeasterly corner of said 2.24 acre tract, and continuing for a total distance of **659.70** feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 49.77 feet left of Bud Stockton Extension baseline station 660+29.20, being the southwesterly corner 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, same being the northwesterly corner of said 16.984 acre tract, and from which a 3/4" iron pipe found bears **S 68°31'21" W** at a distance of 2.41 feet;
- 3) **THENCE**, departing said 2.24 acre tract, with the common boundary line of said 13.75 acre and said 16.984 acre tracts, **N 68°31'21" E**, for a distance of **115.77** feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 66.00 feet right of Bud Stockton Extension baseline station 660+29.75, for the northeasterly corner of the herein described parcel;

County: Williamson
Parcel: 5
Project: CR305

January 24, 2022
Page 2 of 4

- 4) **THENCE**, departing said 13.75 acre tract, with said proposed easterly ROW line, through the interior of said 16.984 acre tract, **S 21°12'17" E**, for a distance of **660.75** feet to the **POINT OF BEGINNING**, containing 1.754 acres (76,395 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.

PRELIMINARY

~~This document shall not be recorded for any purpose.~~

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

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PLAT TO ACCOMPANY PARCEL DESCRIPTION

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

STA. 660+29.20
49.77' LT

STA. 660+29.75
66.00' RT

N68°31'21"E 1,095.68'

SEE DETAIL

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

NO.	DIRECTION	DISTANCE
L1	S69°02'34"W	115.66'
L2	N68°31'21"E	115.77'

JAMES ROEBUCK SURVEY
ABSTRACT No. 527

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

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

DETAIL
N.T.S.

STA. 660+29.20
49.77' LT

13.75 AC.

S68°31'21"W
2.41'
2.24 AC.

5

1.754 AC.
76,395 SQ. FT.

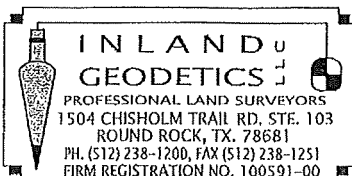
P.O.B.

GRID COORDINATES:
N=10,275,015.84
E=3,145,378.75
STA. 653+69.00
66.00' RT

STA. 653+69.50
49.65' LT

JAMES R. DAVIDSON AND
WIFE VIRGINIA L. DAVIDSON
8.003 ACRES
VOL 888, PG 790
D.R.W.C.T.

01/19/22



PARCEL PLAT SHOWING PROPERTY OF

BARRY CRYER AND BARBARA CRYER

PARCEL 5
1.754 ACRES
76,395 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 IRON PIPE FOUND	D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
ℙ	PROPERTY LINE	O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
	DENOTES COMMON OWNERSHIP	O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
	LINE BREAK		

1) ALL BEARINGS SHOWN HEREON ARE BASED ON TEXAS STATE PLANE
COORDINATE SYSTEM, NAD 83, CENTRAL ZONE.

2) THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A TITLE ABSTRACT.
THERE MAY BE OTHER INSTRUMENTS OF RECORD THAT AFFECT THIS TRACT
NOT DEPICTED HEREON.

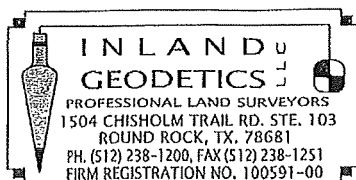
I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT
AND THAT THE PROPERTY SHOWN HEREON WAS DETERMINED
BY A SURVEY MADE ON THE PROPERTY UNDER MY DIRECT
SUPERVISION.

PRELIMINARY

**This document shall not be
recorded for any purpose.**

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

01/19/22



PARCEL PLAT SHOWING PROPERTY OF

BARRY CRYER AND BARBARA CRYER

PARCEL 5
1.754 ACRES
76,395 Sq. Ft.

SCALE
1" = 100'

PROJECT
COUNTY ROAD 305

COUNTY
WILLIAMSON

PAGE 4 OF 4