POSSESSION AND USE AGREEMENT FOR TRANSPORTATION PURPOSES

STATE OF TEXAS

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Parcel No.: 5

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 MICHAEL FORBES HARLOW, LINDA LUNSFORD HARLOW, JEREMIAH FORBES HARLOW AND CRYSTAL EASTHAM 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 Exhibits "A, B & C" 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 TWENTY-TWO THOUSAND NINE HUNDRED TWENTY-ONE and 00/100 Dollars (\$22,921.00). 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 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;
- 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: Woke

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:

Michael Forbes Harlow

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF WILLIAMON

This instrument was acknowledged before me on this the $\frac{19^{1}}{4}$ day of $\frac{1}{2}$ Michael Forbes Harlow in the capacity and for the purposes and consideration recited herein.

JOHN NEWBERG Notary Public, State of Texas Notary ID# 12993636-4 My Commission Expires SEPTEMBER 29, 2026

Notary Public, State of Texas Printed Name: John Numbers
My Commission Expires: 9/29/2026

GRANTOR:

Linda Lunsford Harlow)

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF Williams of

This instrument was acknowledged before me on this the p_{ij} day of p_{ij} Lunsford Harlow in the capacity and for the purposes and consideration recited herein.



Notary Public, State of Texas
Printed Name: John Newson
My Commission Expires: 1/29/2026

GRANTOR:

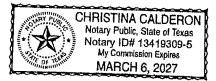
2 The Jeremiah Forbes Harlow

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on this the 21th day of April Jeremiah Forbes Harlow in the capacity and for the purposes and consideration recited herein.



Notary Public, State of Texas Printed Name: ChnSina Calderon

My Commission Expires:

GRANTOR:

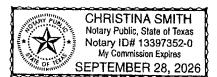
Gysta Eastham Harlow
Cryslal Eastham Harlow

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF William SON

This instrument was acknowledged before me on this the 21^{5} day of 400, 2023 by Crystal Eastham Harlow in the capacity and for the purposes and consideration recited herein.



Notary Public, State of Texas
Printed Name: hnshna Smith
My Commission Expires: 9/28/20

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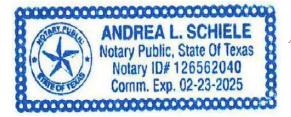
WILLIAMSON COUNTY, TEXAS

By: Bill Gravell
By: Bill Gravell (May 3, 2023 09:42 CDT)
Bill Gravell, Jr.
County Judge

ACKNOWLEDGMENT

STATE OF TEXAS COUNTY OF WILLIAMSON

This instrument was acknowledged before me on this the $\frac{3rd}{d}$ day of $\frac{May}{d}$, 2023 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: 5, Pt 1 - Harlow
Highway: Bagdad Rd (CR 279)

PROPERTY DESCRIPTION

DESCRIPTION OF A 0.004 ACRE (177 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE HENRY FIELD SURVEY, ABSTRACT NO. 233 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION 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 THAT CALLED 19.789 ACRES CITED 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 PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.004 ACRE (177 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) 88.09 feet right of Bagdad Road Baseline Station 309+91.00 (Grid Coordinates determined as N=10,209,385.05 E=3,057,776.60), being in the southerly boundary line of said 5.29 acre tract, same being in the northerly boundary line of that called 1.00 acre tract of land cited in Warranty Deed to Michael Forbes Harlow and Linda Lunsford Harlow recorded in Document No. 2019067069 of the Official Public Records of Williamson County, Texas, and described in Deed of Gift recorded in Volume 2357, Page 908 of the Official Records of Williamson County, Texas, for the southeasterly corner and POINT OF BEGINNING of the herein described parcel, and from which, a ½" Iron rod found in the southerly boundary line of said 5.29 acre tract, being the northeasterly corner of said 1.00 acre tract bears N 75°29'22" E, at a distance of 417.36 feet;

- 1) THENCE, departing said proposed westerly ROW line, with the southerly boundary line of said 5.29 acre tract, same being the northerly boundary line of said 1.00 acre tract, S 75°29'22" W, for a distance of 5.62 feet to 1/2" Iron rod found in the existing easterly ROW line of County Road (C.R.) 279 (Bagdad Road) (variable width ROW), being the southwesterly corner of said 5.29 acre tract, same being the northwesterly corner of said 1.00 acre tract, for the southwesterly corner of the herein described parcel;
- 2) THENCE, with said existing easterly ROW line, being the easterly boundary line of said 5.29 acre tract, N 19°39'42" W, for a distance of 41.03 feet to an iron rod with a plastic cap stamped "WILLIAMSON COUNTY" set 82.61 feet right of Bagdad Road Baseline Station 310+33.74, for the northwesterly corner of the herein described parcel, and from which, a 1/2" iron rod found, being the northwesterly corner of said 5.29 acre tract, same being the southwesterly corner of that called 6.32 acre tract of land described in Deed of Gift to James Patrick Harlow recorded in Volume 1572, Page 365 of the Official Records of Williamson County, Texas, bears, with said existing easterly ROW line, N 19°39'42" W, at a distance of 195.93 feet:

THENCE, departing said existing easterly ROW line, through the interior of said 5.29 acre tract, the following two (2) courses:

- 3) N 82°25'24" E, for a distance of 3.14 feet to an iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 85.68 feet right of Bagdad Road Baseline Station 310+33.09, for the northeasterly corner of the herein described parcel;
- S 23°11'53" E, for a distance of 40.95 feet to the POINT OF BEGINNING, containing 0.004 acres (177 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

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KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF WILLIAMSON

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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

Registered Professional Land Surveyor No. 4933

Licensed State Land Surveyor

Inland Geodetics, LLC

Firm Registration No: 100591-00

1504 Chisholm Trall Road, Sulle 103

Round Rock, TX 78681

S:\ BINKLEY-BARFIELD\BAGDAD ROAD 2020\PARCELS\BAGDAD RD-CR 279-PARCEL 5, PT 1-HARLOW,doc



EXHIBIT " PLAT TO ACCOMPANY PARCEL DESCRIPTION LEGEND 1/2" IRON ROD FOUND UNLESS NOTED RECORD INFORMATION LINE BREAK 0 1/2" IRON ROD FOUND W/PLASTIC CAP DENOTES COMMON OWNERSHIP POINT OF BEGINNING 1/2" IRON PIPE FOUND UNLESS NOTED P. O. B. Δ 60/D NAIL FOUND NOT TO SCALE N. T. S. DEED RECORDS CALCULATED POINT D. R. W. C. T. Λ WILLIAMSON COUNTY, TEXAS IRON ROD W/ ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" SET 0 O. R. W. C. T. OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS (UNLESS NOTED OTHERWISE) OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS O. P. R. W. C. T. PROPERTY LINE P JAMES PATRICK HARLOW & LISA M. HARLOW TRACT ONE, 6.32 AC. VOL. 1572, PG. 365 O.R.W.C.T. NO. DIRECTION DISTANCE S75° 29' 22"W 5.62 L1 L2 N19° 39′ 42"W 41.03 0 GENET POLO 0 L3 N82° 25' 24"E 3.14 ROAD 27 AD ROAD) 93 S23° 11′ 53"E 40.95 L4 -,1, 00 95 00 SURVEY HENRY FIELD 23 ABSTRACT No. 233 DAI ≥ i BASEL INE COUNT (BAG -00 8 39, 0 ROAD ZX Z ô 7. Z MICHAEL FORBES HARLOW LINDA LUNSFORD HARLOW AND JEREMIAH FORBES HARLOW & CRYSTAL EASTHAM HARLOW PORTION OF 19.789 ACRES DOCUMENT NO. 2019091457 O.P.R.W.C.T. GDAD. \$TA. 310+33.7 OX STA. 310+33.09 85.68' RT 82.61'R PART 1 5 PT 310+21.34 177 SQ. FT P.O.B. 5.29 ACRES DESCRIBED IN VOL. 1572, PG. 3 O.R.W.C.T. Ś STA, 309+91.00 88.09' RT GRID COORDINATES: PROP N=10, 209, 385.05 E=3, 057, 776.60 N75° 29′ 22"E 417.36' 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. (N78° 06' 50"E L1 423.08') R.O. MICHAEL FORBES HARLOW & LINDA LUNSFORD HARLOW THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. T-152476, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE DECEMBER 22, 2021, ISSUE DATE JANUARY 3, 2022. 1.00 ACRES DOC. NO. 2019067069 O.P.R.W.C.T. DESCRIBED IN VOL. 2357, PG. 908 O.R.W.C.T. NOTHING FROM SCHEDULE B TO ADDRESS. 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 RUESDALE DATE REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933

INLANDO GEODETICS 3 PROFESSIONAL LAND SURVEYORS 1504 CHISHOLM TRAIL RD, STE, 103 ROUND ROCK, TX, 78681 PH, (512) 238-1200, FAX (512) 238-1251 FIRM REGISTRATION NO. 100591-00

LICENSED STATE LAND SURVEYOR
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS, LLC
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TEXAS 78681

PARCEL PLAT SHOWING PROPERTY OF MICHAEL FORBES HARLOW & LINDA LUNSFORD HARLOW AND JEREMIAH FORBES HARLOW & CRYSTAL EASTHAM HARLOW

SCALE **PROJECT** " = 30'BAGDAD ROAD

COUNTY WILLIAMSON

PARCEL 5 PART 1 0.004 ACRES 177 Sq. F1. PAGE 2 OF 2

02/11/2022

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EXHIBIT B

County: Williamson Parcel: 5, Pt. 2 - Harlow Highway: Bagdad Rd (CR 279)

PROPERTY DESCRIPTION

DESCRIPTION OF A 0.039 ACRE (1,709 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE HENRY FIELD SURVEY, ABSTRACT NO. 233 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 1.09 ACRE TRACT OF LAND DESCRIBED IN DEED OF GIFT TO MIKE HARLOW RECORDED IN VOLUME 1801, PAGE 482 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING CITED TO MIKE HARLOW AKAY MICHAEL FORBES HARLOW (FEE INTEREST), AND JAMES PATRICK HARLOW AND TIMOTHY P. HARLOW AS TO A REMAINDER INTERSEST ONLY, SAID 0.039 ACRE (1,709 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 86.82 feet right of Bagdad Road Baseline Station 307+47.40 In the proposed easterly Right-of-Way (ROW) line of County Road (C.R.) 279 (Bagdad Road) (variable width ROW), (Grid Coordinates determined as N=10,209,170.18 E=3,057,868.69), being the southerly boundary line of said 1.09 acre tract, same being the northerly boundary line of that called 3.810 acre tract of land (Tract One-A) described in Deed of Gift to Michael F. Harlow recorded in Volume 2357, Page 904 of the Official Records of Williamson County, Texas, and subsequently being a portion of that called 19.789 acres cited in Survivorship Deed to said Michael Forbes Harlow and Linda Lunsford Harlow, Jeremlah Forbes Harlow and Crystal Eastham Harlow recorded in Document No. 2019091457 of the Official Public Records of Williamson County, Texas for the southwesterly corner and POINT OF BEGINNING of the herein described parcel, and from which, a 1/2" iron rod found in the common line of said 1.09 acre tract and said 3.810 acre tract bears S 75°24'02" W, for a distance of 349.28 feet;

- THENCE, departing said proposed easterly ROW line, with said common boundary line, S 75°24'02" W, for a distance of 20.10 feet to a ½" iron rod found in the existing easterly ROW line of C.R. 279 (Bagdad Road) (variable width ROW), being the southwesterly corner of said 1.09 acre tract, same being the northwesterly corner of said 3.810 acre tract, for the southwesterly corner of the herein described parcel, and from which a 1/2: Iron rod found in said existing ROW line, being the southwesterly corner of said 3.810 acre tract bears S 19°39'42" E at a distance of 87.39 feet;
- THENCE, with said existing easterly ROW line, being the easterly boundary line of said 1.09 acre tract, N 19°39'42" W, for a distance of 99.96 feet to a 1/2" iron rod found, being the northwesterly corner of said 1.09 acre tract, same being the southwesterly corner of that called 1.00 acre tract clied in Warranty Deed to Michael Forbes Harlow and Linda Lunsford Harlow recorded in Document No. 2019067069 of the Official Public Records of Williamson County, Texas, and described in Deed Of Gift to Michael F. Harlow, James Patrick Harlow and Timothy P. Harlow recorded in Volume 2357, Page 908 of the Official Records of Williamson County, Texas, for the northwesterly corner of the herein described parcel;
- THENCE, departing said existing easterly ROW line, with the northerly boundary line of said 1.09 acre tract, same being the southerly boundary line of said 1.00 acre tract, N 64°32'15" E, for a distance of 13.72 feet, to an iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 90.57 feel right of Bagdad Road Baseline Station 308+54.99 in said proposed easterly ROW line, for the northeasterly corner of the herein described parcel;
- THENCE, departing said 1.00 acre tract, with said proposed easterly ROW line, through the interior of said 1.09 acre tract, S 23°11'53" E, for a distance of 103.32 feet to the POINT OF BEGINNING, containing 0.039 acres (1,709 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

Registered Professional Land Surveyor No. 4933

Licensed State Land Surveyor

Inland Geodetics, LLC

Firm Registration No: 100591-00

1504 Chisholm Trall Road, Suite 103

Round Rock, TX 78681



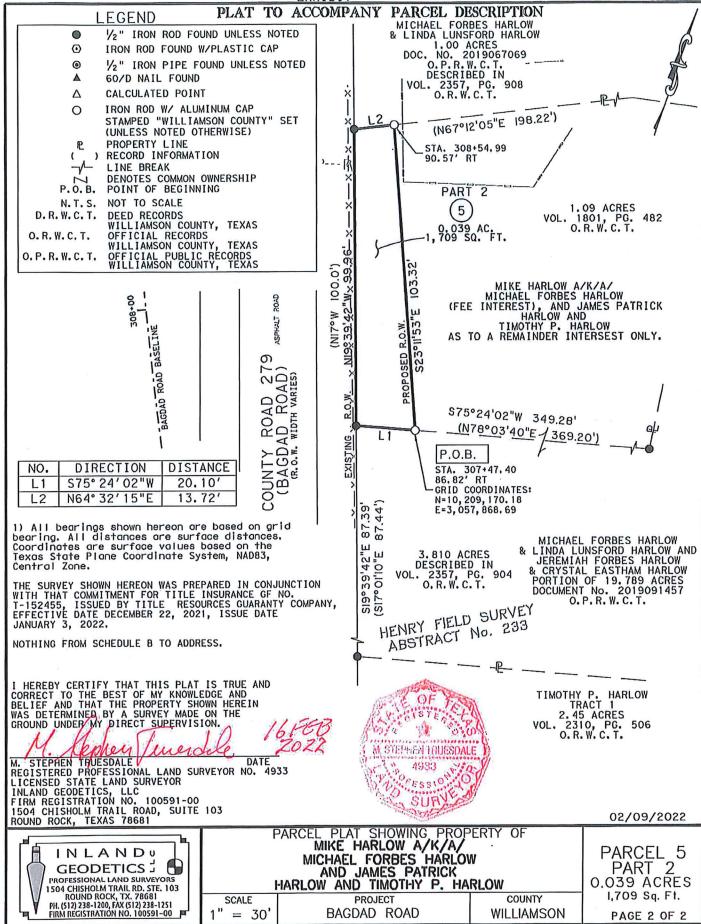


EXHIBIT C

Williamson County: Parcel: 5, Pt. 3 - Harlow Highway: Bagdad Rd (CR 279)

PROPERTY DESCRIPTION

DESCRIPTION OF A 0.057 ACRE (2,477 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE HENRY FIELD SURVEY, ABSTRACT NO. 233 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 3.810 ACRE TRACT OF LAND (TRACT ONE-A) DESCRIBED IN DEED OF GIFT TO MICHAEL F. HARLOW RECORDED IN VOLUME 2357, PAGE 904 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND SUBSEQUENTLY BEING A PORTION OF THAT CALLED 19.789 ACRES CITED 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 PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.057 ACRE (2,477 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

- BEGINNING at a 1/2" Iron rod set 86.82 feet right of Bagdad Road Baseline Station 307+47.40, in the proposed easterly Right-of-Way (ROW) line of County Road (C.R.) 279 (Bagdad Road) (variable width ROW), (Grid Coordinates determined as N=10,209,170.18 E=3,057,868.69), being in the northerly boundary line of said 3.810 acre tract, same being the southerly boundary line of that called 1.09 acre tract of land described in Deed of Gift to Mike Harlow Alk/A Michael Forbes Harlow (Fee Interest), and James Patrick Harlow and Timothy P. Harlow as to the remainder interest only, recorded in Volume 1801, Page 482 of the Official Records of Williamson County, Texas, for the northeasterly corner and POINT OF BEGINNING of the herein described parcel, and from which a 1/2" Iron rod found, being an angle point in the northerly boundary line of said 3.810 acre tract, same being the southeasterly corner of said 1.09 acre tract bears N 75°24'02" E, at a distance of 349.28 feet;
- THENCE, departing said 1.09 acre tract, with said proposed easterly ROW line, through the interior of 3.810 acre tract, S 30°13'54" E, for a distance of 90.53 feet, to an iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 90.49 feet right of Bagdad Road Baseline Station 306+53.14, in the southerly boundary line of said 3.810 acre tract, same being the northerly boundary line of that called 2.45 acre tract of land (Tract One) described in Deed Of Gift to Timothy P. Harlow recorded in Volume 2310, Page 506 of the Official Records of Williamson County, Texas, for the southeasterly corner of the herein described parcel, and from which a 1/2" iron rod found, being the southeasterly corner of said 3.810 acre tract, same being an ell corner in the northerly boundary line of said 2.45 acre tract bears N 75°35'38" E, at a distance of 685.15 feet;
- THENCE, departing said proposed easterly ROW line, with the southerly boundary line of said 3.810 acre tract, same being the northerly boundary line of said 2.45 acre tract, S 75°35′38" W, for a distance of 36.78 feet to a 1/2" iron rod found in the existing easterly ROW line of C.R. 279 (Bagdad Road) (variable width ROW), for the southwesterly corner of the herein described parcel, and from which, a 1/2" iron rod found in said existing easterly ROW line, being the southwesterly corner of said 2.45 acre tract bears S 19°35'49" E, at a distance of 100.57 feet;
- THENCE, with said existing easterly ROW line, being the westerly boundary line of said 3.810 acre tract, N 19°39'42" W, for a distance of 87.39 feet to a 1/2" iron rod found, being the northwesterly corner of said 3.810 acre tract, same being the southwesterly corner of said 1.09 acre tract, for the northwesterly corner of the herein described parcel,
- THENCE, departing said existing ROW line, with the northerly line of said 3.810 acre tract, same being the southerly boundary line of said 1.09 acre tract, N 75°24'02" E, for a distance of 20.10 feet, to the POINT OF BEGINNING, containing 0.057 acres (2,477 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

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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

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

