

POSSESSION AND USE AGREEMENT FOR TRANSPORTATION PURPOSES

STATE OF TEXAS

§

§

Parcel No.: 30

COUNTY OF WILLIAMSON

§

Project: Bagdad@CR279

This Possession and Use Agreement For Transportation Purposes (the "Agreement") between **WILLIAMSON COUNTY, TEXAS** ("County" or "Grantee"), and **DANIEL VAUGHN and KAREN VAUGHN** (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 Bagdad @ CR 279 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 FIFTY-EIGHT THOUSAND EIGHT HUNDRED NINETY-SEVEN and 80/100 Dollars (\$58,897.80). The Grantor agrees that this sum represents adequate and full compensation for the possession and use of the Property. The County will immediately be entitled to take possession and use of the Property upon full execution of this Agreement, tender of payment directly to Grantor, or delivery of the consideration amount to the title company as set out herein.

The parties agree that the sum tendered represents 90% 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.

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 this Agreement is signed by the County (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-165842, issued August 8, 2022, 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.
 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. Nothing contained herein will preclude Grantor from asserting any particular theory or method of valuation of the Property in any other proceeding.

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. Payment of any interest may be deferred by the County until entry of Judgment.

CONDEMNATION INITIATION REQUEST: County agrees that once the Grantor, in writing, asks for a special commissioner's hearing to be scheduled, County shall file a condemnation petition within twenty-one (21) days after such notice if not previously done, and both parties will undertake all reasonable efforts to hold a special commissioners' hearing within 120 (120) days after the Grantor's request. Any award that exceeds \$58,897.80 will be deposited in the registry of the court within twenty (20) days following the award made by the special commissioners. If the compensation issue is settled through negotiations, a fixed date for receipt of the additional funds, if any, will be agreed upon as part of the negotiation process.

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, including prorated taxes 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, 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: NONE

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:
DANIEL VAUGHN

By: 

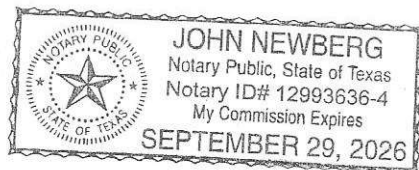
Name: Daniel Vaughn


Its: Grantor

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF Williamson

This instrument was acknowledged before me on this the 23rd day of May, 2023 by Daniel Vaughn in the capacity and for the purposes and consideration recited herein.




Notary Public, State of Texas

Printed Name: John Newberg

My Commission Expires: 9/29/2026

GRANTOR:
KAREN VAUGHN

By: Karen Vaughn

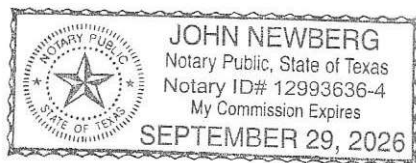
Name: Karen Vaughn

Its: Grantor

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF Williamson

This instrument was acknowledged before me on this the 23rd day of May, 2023 by Karen Vaughn in the capacity and for the purposes and consideration recited herein.



[Signature]
Notary Public, State of Texas
Printed Name: John Newberg
My Commission Expires: 9/29/2026

COUNTY:

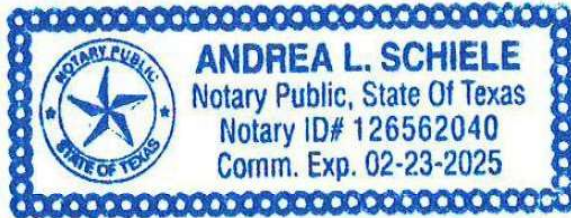
WILLIAMSON COUNTY, TEXAS

By: Valerie Covey
Valerie Covey
Williamson County Commissioner

ACKNOWLEDGMENT

**STATE OF TEXAS
COUNTY OF WILLIAMSON**

This instrument was acknowledged before me on this Jun 7, 2023, 2023 by Valerie Covey, County Commissioner of Williamson County, Texas, in the capacity and for the purposes and consideration recited herein.



Andrea L. Schiele
Notary Public, State of Texas
Printed Name: Andrea Schiele
My Commission Expires: 02-23-2025

County: Williamson
Parcel: 30 – Daniel Vaughn & Karen Vaughn
Highway: Bagdad Rd (CR 279)

EXHIBIT A
PROPERTY DESCRIPTION

DESCRIPTION OF A 0.577 ACRE (25,123 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE JOSEPH LEE SURVEY, ABSTRACT NO. 393 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 4.505 ACRE TRACT OF LAND DESCRIBED IN A WARRANTY DEED WITH VENDOR'S LIEN TO DANIEL VAUGHN & KAREN VAUGHN RECORDED IN DOCUMENT NO. 2020092528 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.577 ACRE (25,123 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" set 103.47 feet left of Bagdad Road Baseline Station 221+22.94 in the proposed westerly Right-of-Way (ROW) line of Bagdad Road (variable width ROW) (Grid Coordinates determined as N=10,201,289.35 E=3,060,221.45), being in the southerly boundary line of that called 4.51 acre tract of land described in a General Warranty Deed to Jeffrey W. Vogel recorded in Document No. 2016071986 of the Official Public Records of Williamson County, Texas, same being the northerly boundary line of said 4.505 acre tract, for the northwesterly corner and POINT OF BEGINNING of the herein described parcel and from which a 1/2" iron rod found, being the southwest corner of said 4.51 acre tract, same being the northwesterly corner of said 4.505 acre tract, bears S 68°47'35" W, at a distance of 694.95 feet;

- 1) THENCE, departing said proposed ROW line, with the common boundary line of said 4.51 acre tract and said 4.505 acre tract, N 68°47'35" E for a distance of 66.77 feet to a 1/2" iron rod found in the existing westerly ROW line of County Road (C.R.) 279 (Bagdad Road) (variable width ROW), being the southwest corner of that called 0.07 acre ROW tract described in a deed to County Judge John Doerfler recorded in Document No. 1997021431 of the Official Records of Williamson County, Texas, same being the southeasterly corner of said 4.51 acre tract;
- 2) THENCE, departing said 4.51 acre tract, with said existing westerly ROW line, same being the northerly line of said 4.505 acre tract, N 68°47'35" E for a distance of 10.99 feet to a calculated point, being the northeasterly corner of said 4.505 acre tract, same being the southeasterly corner of said 0.07 acre ROW tract, for the northeasterly corner of the herein described parcel and from which an iron rod with plastic cap stamped "PREMIER" found bears S 51°22'01" W at a distance of 2.00 feet
- 3) THENCE, continuing with said existing ROW line, same being the easterly boundary line of said 4.505 acre tract, S 19°34'54" E for a distance of 246.15 feet to a 1/2" iron rod found, being the northeasterly corner of that called 12.31 acre tract of land described in a General Warranty Deed to Michael David Vesper & Rachel Corpus Vesper CO-Trustees of The Vesper and Perez Family Trust recorded in Document No. 2012104914 of the Official Public Records of Williamson County, Texas, for the southeasterly corner of said 4.505 acre tract and of the herein described parcel;
- 4) THENCE, departing said existing ROW line, with the common boundary line of said 12.31 acre tract and said 4.505 acre tract, S 67°33'44" W for a distance of 125.70 feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 110.22 feet left of Bagdad Road Baseline Station 218+69.25 in said proposed ROW line, for the southwest corner of the herein described parcel and from which a 1/2" iron rod found, being the northwesterly corner of said 12.31 acre tract, same being the southwest corner of said 4.505 acre tract bears S 67°33'44" W at a distance of 646.23 feet;
- 5) THENCE, departing said 12.31 acre tract, through the interior of said 4.505 acre tract, with said proposed ROW line, N 08°45'46" W for a distance of 254.74 feet to the POINT OF BEGINNING, containing 0.577 acres (25,123 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.

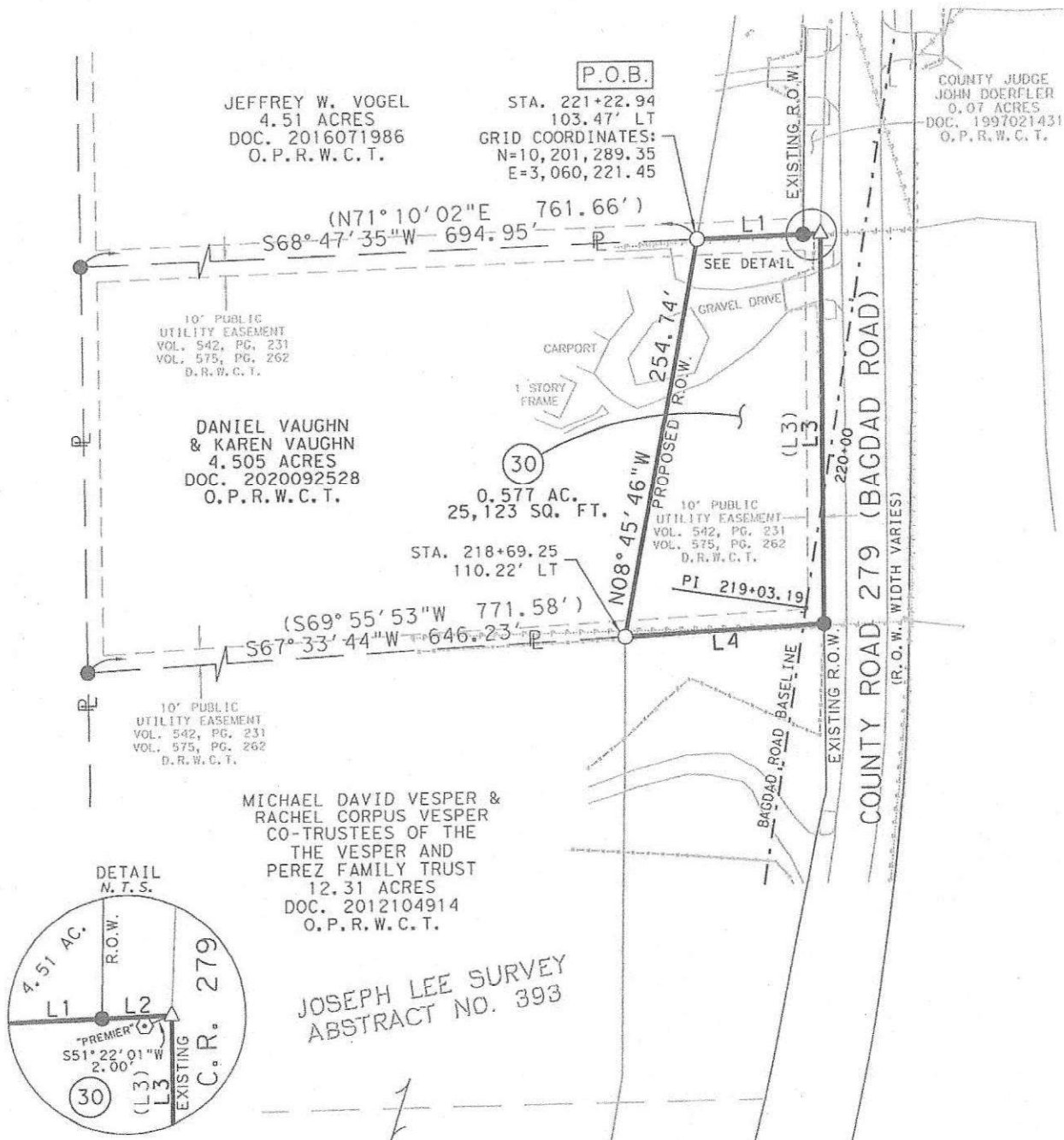
M. Stephen Truesdale
M. Stephen Truesdale
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681

Date

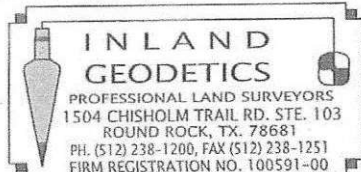


EXHIBIT "A"
PLAT TO ACCOMPANY PARCEL DESCRIPTION

NO.	DIRECTION	DISTANCE
L1	N68° 47' 35"E	66.77'
L2	N68° 47' 35"E	10.99'
L3	S19° 34' 54"E	246.15'
(L3)	(S17° 16' 00"E	(246.09')
L4	S67° 33' 44"W	125.70'



10/13/2022



PARCEL PLAT SHOWING PROPERTY OF
DANIEL VAUGHN & KAREN VAUGHN

PARCEL 30
 0.577 ACRES
 25,123 Sq. Ft.

SCALE
 1" = 100'

PROJECT
 BAGDAD ROAD

COUNTY
 WILLIAMSON

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LEGEND

PLAT TO ACCOMPANY PARCEL DESCRIPTION

● 1/2" IRON ROD FOUND UNLESS NOTED	() RECORD INFORMATION
⊙ 1/2" IRON ROD FOUND W/PLASTIC CAP	— LINE BREAK
⊙ 1/2" IRON PIPE FOUND UNLESS NOTED	— DENOTES COMMON OWNERSHIP
▲ 60/D NAIL FOUND	P.O.B. POINT OF BEGINNING
△ CALCULATED POINT	N.T.S. NOT TO SCALE
○ IRON ROD W/ ALUMINUM CAP	D.R.W.C.T. DEED RECORDS
STAMPED "WILLIAMSON COUNTY" SET	WILLIAMSON COUNTY, TEXAS
(UNLESS NOTED OTHERWISE)	O.R.W.C.T. OFFICIAL RECORDS
ℙ PROPERTY LINE	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 OF NO. T-165842, ISSUED BY NATIONAL INVESTORS TITLE INSURANCE COMPANY, EFFECTIVE DATE JULY 27, 2022, ISSUE DATE AUGUST 08, 2022.

1. RESTRICTIVE COVENANTS: VOLUME 544, PAGE 56, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, EXPIRED JANUARY 2000.

10(2). AN ELECTRIC AND/OR TELEPHONE TRANSMISSION DISTRIBUTION LINE OR SYSTEM EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE, INC. AS DESCRIBED IN VOLUME 542, PAGE 231, DEED RECORDS WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

3. A 10 FOOT UTILITY EASEMENT ALONG ALL LOT LINES OF ALL TRACTS AS DESCRIBED IN VOLUME 544, PAGE 554, AND VOLUME 575, PAGE 262, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

4. BUILDING SETBACK LINE(S) AS PROVIDED IN RESTRICTIONS OF RECORD IN VOLUME 544, PAGE 56 AND VOLUME 544, PAGE 554 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, EXPIRED JANUARY 2000.

9. ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN ORDINANCE NO. 05-0-49 RECORDED IN DOCUMENT NO. 2005061142, ORDINANCE NO. 05-0-50 IN DOCUMENT NO. 2005066224 AND ORDINANCE NO. 05-0-56, OF RECORD IN DOCUMENT NO. 2005066230, OFFICIAL PUBLIC RECORDS, AND FURTHER RATIFIED BY ORDINANCE NO. 06-0-12, RECORDED IN DOCUMENT NO. 2006013010, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

10. ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN ORDINANCE NO. 16-035-00 OF RECORD IN DOCUMENT NO. 2017011280 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

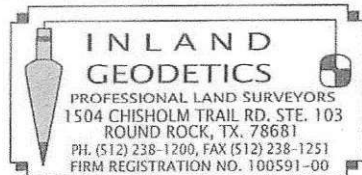
I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

M. Stephen Truesdale 3 NOV 2022

M. STEPHEN TRUESDALE
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



10/13/2022



PARCEL PLAT SHOWING PROPERTY OF

DANIEL VAUGHN & KAREN VAUGHN

PARCEL 30
0.577 ACRES
25,123 Sq. Ft.

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SCALE
1" = 100'

PROJECT
BAGDAD ROAD

COUNTY
WILLIAMSON