

POSSESSION AND USE AGREEMENT FOR TRANSPORTATION PURPOSES

STATE OF TEXAS

§

Parcel No.: 15

COUNTY OF WILLIAMSON

§

§

Project: Bagdad@CR279

This Possession and Use Agreement For Transportation Purposes (the "Agreement") between **WILLIAMSON COUNTY, TEXAS** ("County" or "Grantee"), and **EDGAR CASTRO** (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 **THREE HUNDRED TWO THOUSAND TWENTY-TWO and 90/100 Dollars (\$302,022.90)** (the "Entry Deposit"). The Grantor agrees that the Entry Deposit 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 of the Entry Deposit directly to Grantor, or delivery of the consideration amount to the title company as set out herein.

The parties agree that the Entry Deposit 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 sulfur. The parties agree that the Entry Deposit 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 the acquisition of the Property is less than the Entry Deposit, then the Grantor agrees that the

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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 payment of the Entry Deposit pursuant to Paragraph 2 above was tendered in full to the Grantor by the County or delivered to 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 T-165832, issued October 4, 2023, by Texas National Title, Inc. (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 the County, subject to 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 January 31, 2024.
 6. This Agreement is made with the understanding that the County will continue to proceed with the 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. If 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 prior to the date of the award. Payment of any interest may be deferred by the County until 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 sulfur in and under the land herein conveyed but waives all rights 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 the 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: Tenant Relocation. The parties agree that the Tenant identified in Section 15 of this Agreement shall relocate from the Property, no later than January 31, 2024, but no earlier than 30 days from the Effective Date of this Agreement.
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: Gisabella Martinez C

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:

E. CASTRO

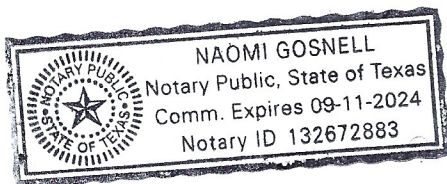
Edgar Castro

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF Williamson

This instrument was acknowledged before me on this the 16 day of January, 2024 by Edgar Castro in the capacity and for the purposes and consideration recited herein.



[Signature]
Notary Public, State of Texas
Printed Name: Naomi Gosnell
My Commission Expires: 09-11-2024

COUNTY:

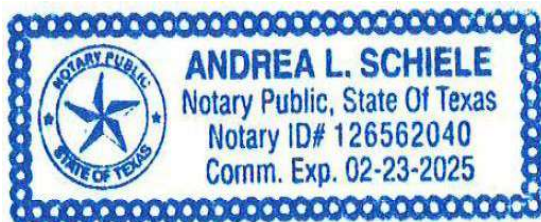
WILLIAMSON COUNTY, TEXAS

By: Bill Gravell Jr.
Bill Gravell (Jan 24, 2024 09:19 CST)
Bill Gravell, Jr.
County Judge

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF WILLIAMSON

This instrument was acknowledged before me on this Jan 24, 2024, 2024 by Bill Gravell, Jr., County Judge 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: _____

EXHIBIT A

PROPERTY DESCRIPTION

DESCRIPTION OF A 0.599 ACRE (26,071 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE HENRY FIELD SURVEY, ABSTRACT NO. 233 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF THAT CALLED 2.210 ACRE TRACT OF LAND, SAME BEING LOT 1, BRINSON SUBDIVISION, A SUBDIVISION OF RECORD IN CABINET DD, SLIDE 240-241 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS CITED IN WARRANTY DEED WITH VENDOR'S LIEN TO EDGAR CASTRO RECORDED IN DOCUMENT NO. 2015078179 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.599 ACRE (26,071 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 westerly Right-of-Way (ROW) line of Bagdad Road (ROW width varies) 116.89 feet left of Bagdad Road Baseline Station 277+83.74 (Grid Coordinates determined as N=10,206,872.40 E=3,059,595.96), in the northerly boundary line of said Lot 1, same being the southerly boundary line of that called 10.00 acre tract of land described in Warranty Deed With Vendor's Lien to Action Propane, Inc. recorded in Volume 1227, Page 650 of the Official Records of Williamson County, Texas, for the northwesterly corner and **POINT OF BEGINNING** of the herein described parcel, and from which, an iron rod with plastic cap stamped "3DS LAND SURVEYORS" found in the southerly boundary line of said 10.00 acre tract, being the northwesterly corner of said Lot 1, bears S 73°04'44" W, at a distance of 167.58 feet;

- 1) **THENCE**, departing said proposed westerly ROW line, with said southerly boundary line of the 10.00 acre tract, same being the northerly boundary line of said Lot 1, **N 73°04'44" E**, for a distance of **66.31** feet to a calculated point, in the existing westerly ROW line of C.R. 279 (Bagdad Road) (variable width ROW), being the northwesterly corner of an additional ROW dedicated per said plat, same being the northeasterly corner of said Lot 1, for the northeasterly corner of the herein described parcel, and from which, a 1/2" iron rod found, being an ell corner in said existing ROW line, and the northeasterly corner of said additional ROW dedication tract, same being the southeasterly corner of said 10.00 acre tract, bears N 73°04'44" E, at a distance of 5.06 feet;
- 2) **THENCE**, departing said 10.00 acre tract, with said existing ROW line, same being the easterly boundary line of said Lot 1, **S 16°45'51" E**, for a distance of **420.10** feet, to a calculated point, being the southeasterly corner of said Lot 1, same being the northeasterly corner of Lot 2 of said Brinson Subdivision, for the southeasterly corner of the herein described parcel, and from which an iron rod with plastic cap (unreadable) found, in the easterly line of said ROW dedication tract bears N 73°05'59" E, at a distance of 5.98 feet;
- 3) **THENCE**, departing said westerly existing ROW line, with the southerly boundary line of said Lot 1, same being the northerly line of said Lot 2, **S 73°05'59" W**, for a distance of **73.18** feet to an iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 111.69 feet left of Bagdad Road Baseline Station 273+39.79 in said proposed westerly ROW line, for the southwesterly corner of the herein described parcel, and from which, the calculated southwesterly corner of said Lot 1, same being an ell corner in the easterly line of said Lot 2 bears S 73°05'59" W, at a distance of 128.24 feet;

County: Williamson
Parcel : 15 -Edgar Castro
Highway: Bagdad Rd (CR 279)

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THENCE, departing said Lot 2, with said proposed westerly ROW line, through the interior of said Lot 1, the following three (3) courses:

- 4) **N 12°11'10" W**, for a distance of **151.98** feet to an iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 113.69 feet left of Bagdad Road Baseline Station 275+00.00, for the beginning of a non-tangent curve to the left;
- 5) Along a non-tangent curve to the left having a delta angle of **05°06'42"**, a radius of **2,600.00** feet, an arc length of **231.96** feet and a chord which bears **N 16°24'50" W**, for a distance of **231.88** feet to an iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 112.53 feet left of Bagdad Road Baseline Station 277+44.57, for a point of non-tangency;
- 6) **N 27°04'31" W**, for a distance of **37.31** feet to the **POINT OF BEGINNING**, containing 0.599 acres (26,071 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

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, TX 78681

Date

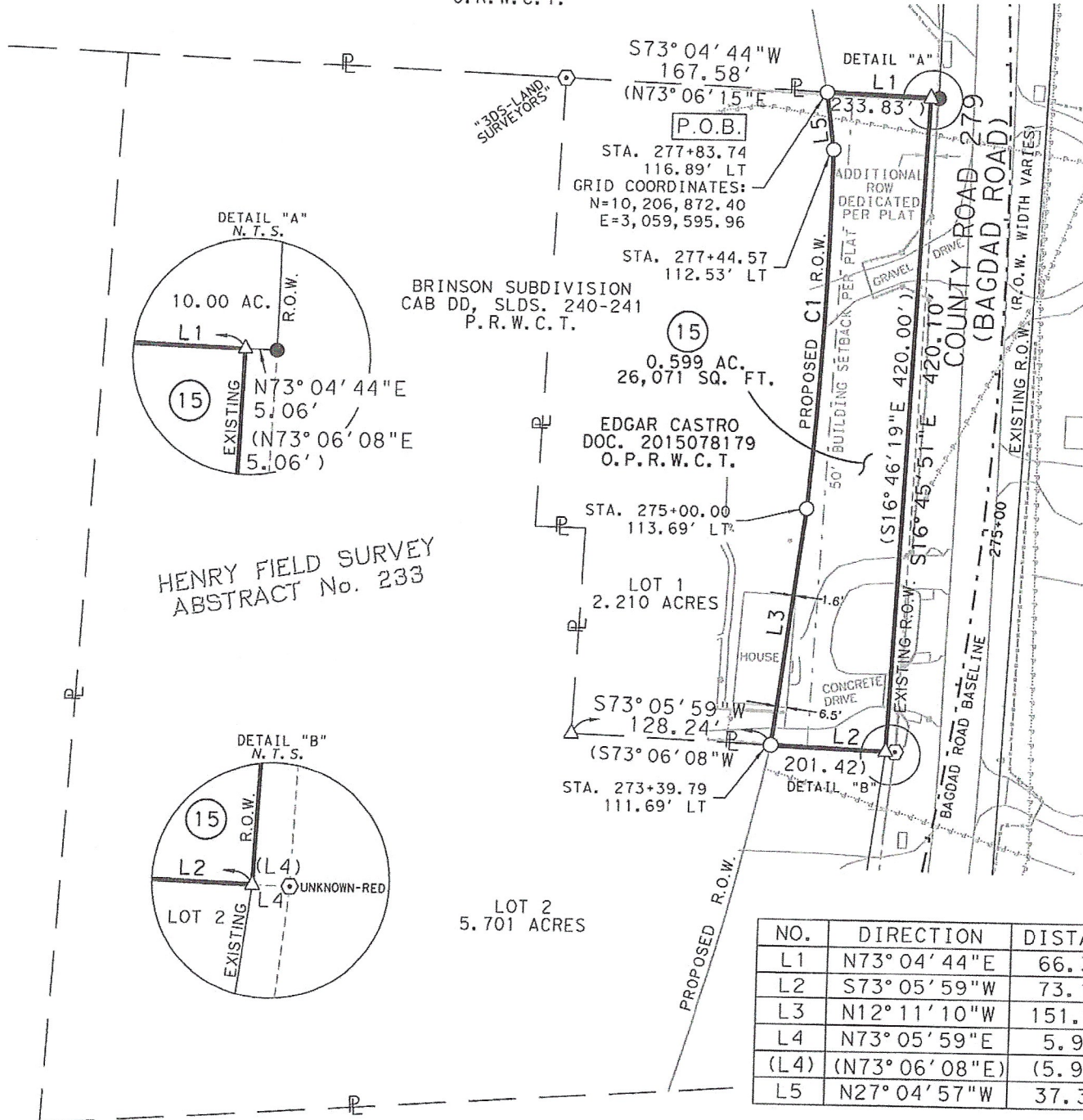


S:_BINKLEY-BARFIELD\BAGDAD ROAD 2020\PARCELS\BAGDAD RD-CR 279-PARCEL 15-LOT 1 BRINSON-SUBD-CASTRO.doc

EXHIBIT "A"
PLAT TO ACCOMPANY PARCEL DESCRIPTION

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	05° 06' 42"	2,600.00'	231.96'	231.88'	N16° 24' 50"W

ACTION PROPANE, INC.
 EXHIBIT "A"
 10.00 ACRES
 VOL. 1227, PG. 650
 O.R.W.C.T.



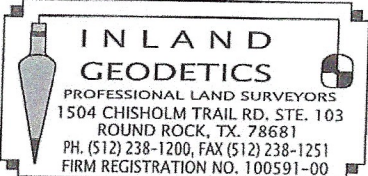
NO.	DIRECTION	DISTANCE
L1	N73° 04' 44"E	66.31'
L2	S73° 05' 59"W	73.18'
L3	N12° 11' 10"W	151.98'
L4	N73° 05' 59"E	5.98'
(L4)	(N73° 06' 08"E)	(5.98')
L5	N27° 04' 57"W	37.32'

REV: 11/01/2022

PARCEL PLAT SHOWING PROPERTY OF
EDGAR CASTRO

PARCEL 15
 0.599 ACRES
 26,071 Sq. Ft.

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SCALE
 1" = 100'

PROJECT
 BAGDAD ROAD

COUNTY
 WILLIAMSON

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

✱	FENCE POST FOUND
●	1/2" IRON ROD FOUND UNLESS NOTED
⊙	1/2" IRON ROD FOUND W/PLASTIC CAP
⊗	1/2" IRON PIPE FOUND UNLESS NOTED
▲	80/D NAIL FOUND
△	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
N.T.S.	NOT TO SCALE
D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS

1) All bearings shown hereon are based on grid bearing. All distances are surface distances. Coordinates are surface values based on the Texas State Plane Coordinate System, NAD 83, Central Zone.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. T-165832, ISSUED BY WESTCOR LAND TITLE INSURANCE COMPANY, EFFECTIVE DATE JULY 27, 2022, ISSUE DATE AUGUST 08, 2022.

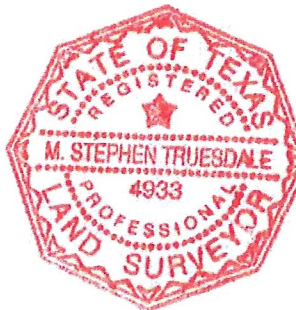
1. RESTRICTIVE COVENANTS: CABINET DD, SLIDES 240, OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS; VOLUME 601, PAGE 566, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

(10)2. A 50 FOOT BUILDING SETBACK LINE RESERVED ALONG COUNTY ROAD 279, AS SHOWN ON PLAT OF RECORD IN CABINET DD, SLIDE 240, OF THE PLAT RECORDS OF WILLIAMSON COUNTY TEXAS, AFFECTS AS SHOWN.

3. AN ELECTRIC DISTRIBUTION LINE EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE, INC. AS DESCRIBED IN DOCUMENT NO. 2021009656 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM IT'S DESCRIPTION CAN NOT BE LOCATED.

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



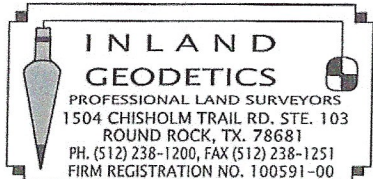
REV: 11/01/2022

PARCEL PLAT SHOWING PROPERTY OF

EDGAR CASTRO

PARCEL 15
0.599 ACRES
26,071 Sq. Ft.

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SCALE
1" = 100'

PROJECT
BAGDAD ROAD

COUNTY
WILLIAMSON