

POSSESSION AND USE AGREEMENT FOR TRANSPORTATION PURPOSES

STATE OF TEXAS

§

Parcel No.: 18

COUNTY OF WILLIAMSON

§

Project: CR 255

This Possession and Use Agreement For Transportation Purposes (the “Agreement”) between **WILLIAMSON COUNTY, TEXAS** (“County” or “Grantee”), and **CHRISTOPHER L. ANDERSON AND AMYJO ANDERSON** (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 CR 255 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” that is 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 SIXTY-FOUR THOUSAND, TWO HUNDRED TEN and 00/100 Dollars (\$64,210.00). 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 and delivery of the consideration amount to the title company as set out herein.

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 sulfur. Grantor disputes the approved value but enters into this Agreement to allow the county to take possession of the property until the just compensation dispute can be resolved by agreement or through use of the eminent domain process.

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 the 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 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-165827, issued October 10, 2023, by Longhorn Title Company, LLC (and any subsequent updates prior to the Effective Date), and that proper releases, if any, will be executed for the Property prior to funds being disbursed under this Agreement. The Grantor further warrants that no other person or entity owns an interest in the fee title to the Property and further agrees to indemnify the County from all unreleased or undisclosed liens, claims or encumbrances affecting the Property.

The above-made warranties are made by Grantor and accepted by County subject the following:

- A. Visible and apparent easements not appearing of record.
 - B. Any discrepancies, conflicts or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show; and,
 - C. Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the Property, but only to the extent that said items are still valid and in force and effect at this time.
5. The parties agree that the valuation date for determining the amount of just compensation for the real property interest proposed to be acquired by the County in the Property, for negotiation or eminent domain proceeding purposes, will be the Effective Date. The Parties 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 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. 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 Effective Date. Payment of any interest may be deferred by the County until the entry of Judgment. Otherwise, prejudgment and post judgment interest, if any, will be 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 sulfur 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 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, 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.
12. If the County does not acquire title to the Property by negotiation, settlement, or final court judgment on or before 30 days after the Effective Date, the parties agree to schedule a Special Commissioners' Hearing to occur no later than 90 days after the Effective Date.
13. This Agreement will also extend to and bind the heirs, devisees, executors, administrators, legal representatives, successors in interest, and assigns of the parties.
14. It is agreed the County will record this document.
15. Other conditions: None.

16. 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: N/A Owner/Occupants

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:
CHRISTOPHER L. ANDERSON

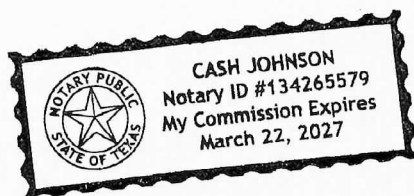
By: Chris Anderson

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF Williamson

This instrument was acknowledged before me on this the 12 day of April, 2024 by
Chris Anderson in the capacity and for the purposes and consideration recited
herein.

Cash Johnson



Notary Public, State of Texas
Printed Name: Cash Johnson
My Commission Expires: 03/22/2027

GRANTOR:

AMYJO ANDERSON

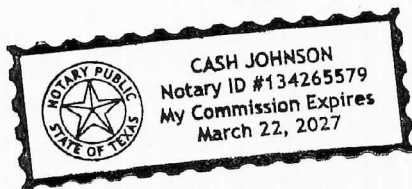
By: Amy Anderson

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF Williamson

This instrument was acknowledged before me on this the 12 day of April, 2024 by Amy Anderson in the capacity and for the purposes and consideration recited herein.



Cash Johnson


Notary Public, State of Texas

Printed Name: Cash Johnson

My Commission Expires: 03/22/2027

COUNTY:

WILLIAMSON COUNTY, TEXAS

By: 
Bill Gravell, Jr.
County Judge

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF WILLIAMSON

This instrument was acknowledged before me on this Apr 24, 2024, 2024 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: Andrea Schiele
My Commission Expires:

EXHIBIT "A"



P. O. Box 324
Cedar Park, Texas 78630-0324
(512) 259-3361
T.B.P.L.S. Firm No. 10103800

**0.063 ACRE RIGHT-OF-WAY PARCEL NO. 18
CHRISTOPHER AND AMYJO ANDERSON
PORTION OF
WILLIAMSON COUNTY, TEXAS**

A DESCRIPTION OF 0.063 ACRES (APPROXIMATELY 2,746 SQ. FT.) IN THE JAMES NORTHCROSS SURVEY, ABSTRACT NO. 478, WILLIAMSON COUNTY, TEXAS, BEING A PORTION THAT CERTAIN CALLED 17.34 ACRE TRACT OF LAND CONVEYED TO CHRISTOPHER L. AND AMYJO ANDERSON IN A WARRANTY DEED DATED AUGUST 05, 2014 AND RECORDED IN DOCUMENT NO. 2014061997 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.063 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½ inch iron rod with cap marked "RPLS 2218" Found in the existing east right-of-way line of County Road 255 (right-of-way width varies), for the Southwest corner of the herein described tract, the Northwest corner of that certain called 15.00 acre tract of land a described in the deed conveyed to Tanya and Joseph Blanco of record in document no.: 2020105303, Official Public Records Williamson County, Texas, from which a ½ inch iron rod with cap marked "1213", bears South 20°40'43" East, a distance of 500.19 feet;

THENCE North 20°46'33" West with the west line of said Anderson tract and the existing east right-of-way line of said County Road 255 a distance of 30.15 feet to the northwest corner of the herein described tract, the Northwest corner of said Anderson tract, and being in the South line of that certain tract of land as conveyed to Vale Building Group, LLC, according to the deed filed of record in instrument number (2018098547), official public records Williamson County, Texas, from which an iron rod with cap marked "Stegar Bizzell" found at the Southwest corner of said Vale tract bears South 70°49'46" West a distance of 14.91 feet;

THENCE North 70°49'50" East with the North line of said Anderson tract and the South line of said Vale Building Group tract a distance of 91.30 feet to the northeast corner of the herein described tract, a 5/8 inch iron rod with 1-1/2 inch aluminum cap marked "WILLIAMSON COUNTY" set for the Northeast corner of the herein described tract from which a found 60d nail and fence corner post bears North 70°49'50" East a distance of 1,853.67 feet;

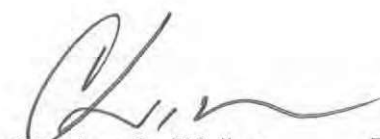
THENCE South 20°05'16" East across said Anderson tract a distance of 30.15 feet to the Southeast corner of the herein described tract a 5/8 inch iron rod with 1-1/2 inch aluminum cap marked "WILLIAMSON COUNTY" set in the South line of said Anderson tract and the North line of said Blanco tract from which 1/2 inch iron rod with "Unreadable" cap found at the Northeast corner of said Blanco tract bears North 70°50'12" East a distance of 1,222.22 feet;

THENCE South 70°50'12" West with the South line of said Anderson tract and the North line of said Blanco tract a distance of 90.94 feet to the **POINT OF BEGINNING**, containing 0.063 acres of land more or less.

All bearings, distances, coordinates, and areas shown are The Texas Coordinate System of 1983 (NAD83), Texas Central Zone, based on GPS solutions from the National Geodetic Survey (NGS) On-Line Positioning User Service (OPUS).

Attachments: Survey Drawing No. 075054-02-PARCEL 18.

I hereby certify that the hereon map and description was performed under my direct supervision:



Charles G. Walker Date: September 21, 2023
Registered Professional Land Surveyor
State of Texas No. 5283
Walker Texas Surveyors, Inc.
T.B.P.L.S. FIRM NO. 10103800



SKETCH TO ACCOMPANY A DESCRIPTION OF 0.063 ACRES (APPROXIMATELY 2,746 SQ. FT.) IN THE JAMES NORTHCROSS SURVEY, ABSTRACT NO. 478, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN TRACT OF LAND CONVEYED TO CHRISTOPHER L. ANDERSON AND AMYJO ANDERSON, IN A DEED DATED AUGUST 05, 2014 AND RECORDED IN DOCUMENT NO. 2014061997 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

Surveyor's Notes:

Only those easements and that information listed in Title Commitment File No. GT2201309, issued by Texan Title Insurance Company on October 31, 2022, 8:00am, with an effective date of October 19, 2022, 8:00am, and re-listed below were considered regarding restrictions and matters affecting this property. No other research was performed by Walker Texas Surveyors, Inc. All underground utilities have not been located by this surveyor. The hereon signed Registered Professional Land Surveyor makes no warranty as to the existence or location of any such utility, whether serving the subject tract or for the purpose of servicing other properties. Subsurface and environmental conditions were not examined or considered as a part of this survey. The word "Certify" or "certification" as shown and used hereon means an expression of professional opinion regarding the facts of the survey and does not constitute a Warranty or guarantee, expressed or implied.

10h. Telephone Company Right of Way Easement Recorded in Volume 826, Page 349, Deed Records, Williamson County, Texas. To Mid-State Telephone Company. (Does affect, referenced to a called 330 acre tract)

10 i. Right of way Easement recorded in Volume 944, Page 762, Deed Records, Williamson County, Texas. To: Chisholm Trail Water Supply Corp. and transferred to Chisholm Trail Special Utility District in instrument recorded in Volume 2168, Page 44, Official Records, Williamson County, Texas. Purpose: Water Pipeline. (Does affect, referenced to a called 380.05 acre tract)

10j. Easement Evidenced in Warranty Deed recorded under Document No.: 2002048036, Official records, Williamson County, Texas. Purpose: 30' access easement. (Does affect, West portion of tract).

10k. Utility Easement Recorded Document No. 2014000175, Official Public Records, Williamson County, Texas. To: Pedernales Electric Cooperative, Inc. Purpose: Utility. (Does affect, North 10' portion of tract as shown).

LEGEND

- 5/8" IRON ROD SET WITH 1-1/2" ALUMINUM CAP MARKED "WILLIAMSON COUNTY"
- 1/2" IRON ROD FOUND (UNLESS NOTED OTHERWISE)
- M-H-S 1/2" IRON ROD FOUND WITH CAP MARKED "MATKIN-HOOVER-SURVEY&ENG"
- P.R.W.C.T. PLAT RECORDS WILLIAMSON CO., TX.
- O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS WILLIAMSON CO., TX.
- O.R.W.C.T. OFFICIAL RECORDS WILLIAMSON CO., TX.
- () RECORD INFORMATION



