

EXHIBIT**"A"**

Form ROW-N-PUA
(12/12)
Replaces Form ROW-N-7
Page 1 of 5

POSSESSION AND USE AGREEMENT FOR TRANSPORTATION & UTILITY PURPOSES**STATE OF TEXAS**

§

Parcel No.: 14

GRANTEE OF WILLIAMSON

§

§

Project: Gattis School WW

This Possession and Use Agreement For Transportation and Utility Purposes (the "Agreement") between CITY OF ROUND ROCK, TEXAS ("Grantee"), and RICHARD G. NORD and JOY NORD (the "Grantor" whether one or more), grants to the Grantee, its contractors, agents and all others deemed necessary by the Grantee, an irrevocable right to possession and use of the Grantor's property for the purpose of constructing the Grantee's Gattis School waste water line extension, and related appurtenances and utility relocations (the "Project"). The property subject to this Agreement is described more fully in field notes, plat map or other description (attached as "Exhibits A-B") and made a part of this Agreement by reference (the "Property").

1. For the consideration from the Grantee which is set forth in Paragraph 2 below, the receipt and sufficiency of which is acknowledged, the Grantor grants, bargains, and conveys to Grantee the right of entry and exclusive possession and use of the Property for the purpose of constructing a waste water line facility, utility adjustments and all related appurtenances thereto and the right to remove any improvements. Authorized activities include surveying, inspection, environmental studies, archeological studies, clearing, demolition, construction of permanent waste water improvements, relocating, replacing, and improving existing utility facilities within the proposed waste water easement area, locating new utility facilities, and other work required to be performed in connection with the Project. This Possession and Use Agreement will extend to the Grantee, its contractors and assigns, owners of any existing utilities on the Property and those which may be lawfully permitted on the Property by the Grantee in the future, and all others deemed necessary by the Grantee for the purpose of the Projects. This grant will only 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 ONE HUNDRED SIXTY-EIGHT THOUSAND TWO HUNDRED and 00/100 Dollars (\$168,200.00). The Grantor agrees that this sum represents adequate and full compensation for the possession and use of the Property. Grantee will be entitled to take possession and use of the Property upon tender of payment as set out herein, subject to the conditions in paragraph 14 below, if any. The parties agree that the sum tendered represents 90% of the Grantee's approved value, which assumes no adverse environmental conditions affecting the value of the Property. The approved value is the Grantee's determination of the just compensation owed to the Grantor for the real property interest to be acquired by the Grantee 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 Grantee 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 Grantee, the

NPUA

Grantor will promptly refund the overpayment to the Grantee.

3. The effective date of this Agreement will be the date on which payment pursuant to Paragraph 2 above was tendered to the Grantor by the Grantee, or disbursed to the Grantor by a title company acting as escrow agent for the transaction, (the "Effective Date").
4. The Grantor warrants and represents that the title to the Property is free and clear of all liens and encumbrances except as disclosed to Grantee in that certain title commitment numbered 1813616-KFO effective September 7, 2018 by Independence Title/Title Resources Guaranty Company, and that proper releases 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 Grantee from all unreleased or undisclosed liens, claims or encumbrances affecting the Property.
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 Grantee in the Property, for negotiation or eminent domain proceeding purposes, will be the Effective Date of this Agreement.
6. This Agreement is made with the understanding that the Grantee 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 Grantee, 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"), if any; all as the Property exists on the Effective Date of this Agreement. The Grantee'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. This grant will not prejudice the Grantor's rights to any relocation benefits for which Grantor may be eligible.
7. In the event the Grantee institutes or has instituted eminent domain proceedings, the Grantee 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 Grantee until entry of judgment.
8. The purpose of this Agreement is to allow the Grantee to proceed with its Projects without delay and to allow the Grantor to avoid proceeding with condemnation litigation at the current time and continue voluntary investigation and negotiation for the proposed Property acquisition. The Grantor expressly acknowledges that the proposed Projects are 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 Projects, 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 Grantee 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 Grantee takes title to the Property.
11. Notwithstanding the acquisition of right of possession to the Property by the Grantee 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 Grantee 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 Grantee will record this document.
14. Other conditions: Grantee agrees at its cost to cause one waste water service connection with plug "stubout" to be installed at approximately Sta. 10+87.17 of the proposed Gattis School Wastewater Extension project, or at other location agreed to between Grantor and Grantee prior to the beginning of construction. The installation as set out herein shall be constructed as part of the Projects upon the Property
15. By its authorized signature below the following Tenants which have a leasehold interest in the Property hereby consent in all things to Grantee taking exclusive and sole possession of the Property pursuant to the terms of this Agreement, and to Grantor receiving the consideration recited herein:

Tenants: _____

At no time during the possession of the Property by Grantee for the purposes described herein shall Grantor be denied reasonable access and/or ingress to or egress from the remainder of Grantor's land for its current uses without prior advance agreement between Grantor/Tenant and Grantee.

To have and to hold the Agreement herein described and conveyed, together with all the rights and appurtenances belonging to the Grantee and its assigns forever, for the purposes and subject to the limitations set forth above.

[signature pages follow]

GRANTOR:

Richard G. Nord
Richard G. Nord

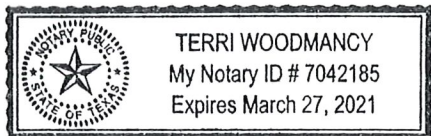
Joy Nord
Joy Nord

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF WILLIAMSON

This instrument was acknowledged before me on this the 25 day of January, 2019 by Richard G. Nord and Joy Nord, in the capacity and for the purposes and consideration recited herein.



Terri Woodmancy
Notary Public, State of Texas
Printed Name: Terri Woodmancy
My Commission Expires: 3-27-21

GRANTEE:

CITY OF ROUND ROCK, TEXAS

By: _____
Craig Morgan, Mayor

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF WILLIAMSON

This instrument was acknowledged before me on this the ____ day of _____, 2019 by
Craig Morgan, in the capacity and for the purposes and consideration recited herein.

Notary Public, State of Texas
Printed Name: _____
My Commission Expires _____

EXHIBIT "A"
PARCEL 14

Variable Width Right-of-Way Acquisition

METES AND BOUNDS DESCRIPTION OF A
1.41 ACRE TRACT OF LAND OUT OF THE
RICHARD G. NORD AND WIFE, JOY NORD TRACT
LOCATED IN THE CITY OF ROUND ROCK, WILLIAMSON COUNTY, TEXAS

BEING A 1.41 ACRE TRACT OF LAND SITUATED IN THE A. THOMAS SURVEY, ABSTRACT NO. 609, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF A CALLED 5.53 ACRE TRACT OF LAND AS DESCRIBED IN A DEED TO RICHARD G. NORD AND WIFE, JOY NORD AND RECORDED IN VOLUME 906, PAGE 289 OF THE DEED RECORDS OF SAID COUNTY; SAID 1.41 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 5/8-inch iron rod found for the common northwest corner of said 5.53 acre tract and the southwest corner of a called 5.19 acre tract of land as described in a deed to Farid Agahi and recorded in Document No. 2013003398 of the Official Public Records of said County and described in Document No. 2011068189 of the Official Public Records of said County, being on the east line of a called 41.153 acre tract of land as described in a deed to the State of Texas and recorded as Parcel No. 2, Part 6 in Volume 1970, Page 515 of the Official Records of said County, for the northwest corner and **POINT OF BEGINNING** hereof;

THENCE with the common north line of said 5.53 acre tract and the south line of said 5.19 acre tract, **North 87° 55' 46" East**, a distance of **264.44 feet** to a 3/8-inch iron rod found for the southeast corner of said 5.196 acre tract, for the northeast corner hereof;

THENCE through the interior of said 5.53 acre tract, the following two (2) courses and distances:

- 1) **South 18° 44' 06" East**, a distance of **87.55 feet** to a 1/2-inch rod with aluminum cap stamped "C.O.R.R. R.O.W." set for an angle point hereof, and
- 2) **South 23° 44' 36" East**, a distance of **166.69 feet** to a 1/2-inch rod with aluminum cap stamped "C.O.R.R. R.O.W." set on the common south line of said 5.53 acre tract and the

north line of a called 5.526 acre tract of land as described in a deed to Michael G. Rucker and spouse, Denise B. Rucker and recorded in Document No. 9842360 of the Official Records of said County for the southeast corner hereof, from which a 1/2-inch iron rod found for the common southeast corner of said 5.53 acre tract and the northeast corner of said 5.526 acre tract, being on the west right-of-way line of Westview Drive (right-of-way width varies) bears, North 87° 58' 38" East, a distance of 703.97 feet;

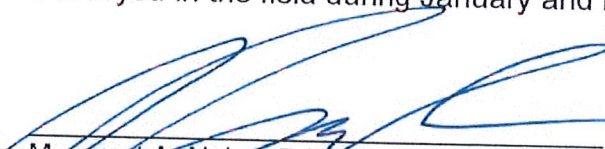
THENCE with the common south line of said 5.53 acre tract and the north line of said 5.526 acre tract, **South 87° 58' 38" West**, a distance of **255.91 feet** to a calculated point for the common southwest corner of said 5.53 acre tract and northwest corner of said 5.526 acre tract, being on the east line of a said 41.153 acre tract, for the southwest corner hereof;

THENCE with the common west line of said 5.53 acre tract and the east line of said 41.153 acre tract, **North 23° 49' 25" West**, a distance of **256.85 feet** to the **POINT OF BEGINNING** and containing 1.41 acres of land and based on the survey and exhibit drawing made by CP&Y, Inc.

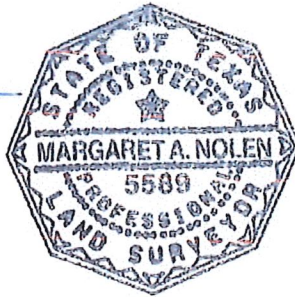
This metes and bounds description is accompanied by an exhibit drawing.

Basis of Bearings: Bearings are based on the Texas Central State Plane Coordinate System NAD '83 (HARN '83), which is based on Leica's Central Texas GPS Cooperative CORS RTK Network.

Surveyed in the field during January and February, 2018.


Margaret A. Nolen, R.P.L.S. No. 5589
CP&Y, Inc.

One Chisholm Trail, Suite 130
Round Rock, Texas 78681
Ph. (512) 248-0065
TBPLS Firm No. 10194125
Project No. 1500603



G:\PROJECTS\1500603R - Kenney Fort Blvd. Extension\METES AND BOUNDS\1500603R PARCEL 14.doc

EXHIBIT "A" PARCEL 14

(VARIABLE WIDTH RIGHT-OF-WAY ACQUISITION)
DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION
OF A 1.41 ACRE TRACT OF LAND
IN THE CITY OF ROUND ROCK, WILLIAMSON COUNTY, TEXAS

LEGEND

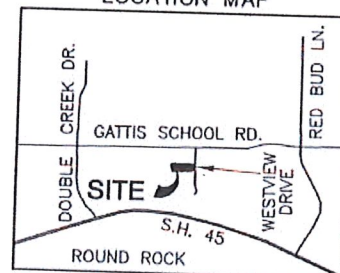
- = 1/2" IRON ROD FOUND
(UNLESS OTHERWISE NOTED)
- = 1/2" IRON ROD WITH ALUMINUM CAP
STAMPED "C.O.R.R. R.O.W." SET
- △ = CALCULATED POINT
- R.O.W. = RIGHT-OF-WAY
- D.R.W.C.T. = DEED RECORDS WILLIAMSON COUNTY,
TEXAS
- O.R.W.C.T. = OFFICIAL RECORDS WILLIAMSON
COUNTY, TEXAS
- O.P.R.W.C.T. = OFFICIAL PUBLIC RECORDS,
WILLIAMSON COUNTY, TEXAS

VARIABLE WIDTH
RIGHT-OF-WAY ACQUISITION
1.41 ACRES

LINE TABLE

LINE	BEARING	LENGTH
L-1	S 18°44'06" E	87.55'
L-2	S 23°44'36" E	166.69'

LOCATION MAP



CALLLED 5.19 ACRES
FARID AGAHI
DOC. NO. 2013003398
O.P.R.W.C.T.
DESCRIBED IN:
DOC. NO. 2011068189
O.P.R.W.C.T.

FIELD NOTE
POINT OF
BEGINNING

A. THOMAS SURVEY
ABSTRACT NO. 609

CALLLED 5.53 ACRES
RICHARD G. NORD AND
WIFE, JOY NORD
VOL. 906, PAGE 289
D.R.W.C.T.

CALLLED 5.526 ACRES
MICHAEL G. RUCKER AND SPOUSE,
DENISE B. RUCKER
DOC. NO. 9842360
O.R.W.C.T.

SCALE: 1" = 100'

GENERAL NOTES:

- 1) ALL PROPERTY CORNERS FOUND ARE CONTROL MONUMENTS.
- 2) SUBJECT TO ANY AND ALL COVENANTS, RESTRICTIONS, EASEMENTS AND CONDITIONS THAT MAY BE APPLICABLE.
- 3) THIS DRAWING IS ACCOMPANIED BY A METES AND BOUNDS DESCRIPTION.
- 4) BEARINGS ARE BASED ON THE TEXAS CENTRAL STATE PLANE COORDINATE SYSTEM NAD '83 (HARN '93), WHICH IS BASED ON LEICA'S CENTRAL TEXAS GPS COOPERATIVE CORS RTK NETWORK.

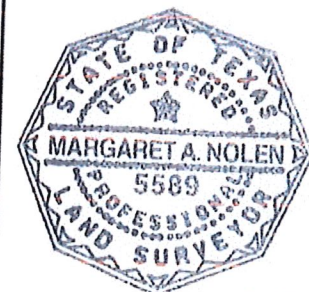


1 Chisholm Trail, Suite 130, Round Rock, Texas 78681 512.248.0065
TEXAS REGISTERED ENGINEERING FIRM F-1741
TBPLS 10194125

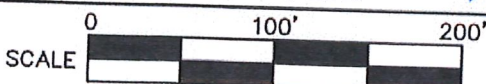
I HEREBY STATE THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF THAT THIS PLAT AND THE SURVEY UPON WHICH IT IS BASED MEETS THE REQUIREMENTS FOR LAND SURVEYS IN THE STATE OF TEXAS.

SURVEYED DURING:
JANUARY AND FEBRUARY, 2018

MARGARET A. NOLEN, R.P.L.S. NO. 5589



3 OF 3



© 2018 ALL RIGHTS RESERVED

PLAT NO. A-5114

DRAFT DATE 02/05/2018

DRAWN BY MAN

WORK ORDER NO. 1500603

FIELDBOOK

303

TAB # A-5114

DIGITAL FILE 1500603R PARCEL 14

F/N # 1500603R PARCEL 14

EXHIBIT **B**

County: Williamson
Parcel: Nord Easement
Project: Gattis School Road

PROPERTY DESCRIPTION FOR NORD EASEMENT

DESCRIPTION OF A 0.452 ACRE (19,675 SQUARE FOOT) TRACT OF LAND SITUATED IN THE ASA THOMAS SURVEY, ABSTRACT NO. 609, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED TRACT 20 OF THE WESTVIEW SUBDIVISION (UNRECORDED) BEING A 5.53 ACRE TRACT OF LAND DESCRIBED IN WARRANTY DEED WITH VENDOR'S LIEN TO RICHARD G. NORD AND WIFE, JOY NORD RECORDED IN VOLUME 906, PAGE 289 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.452 ACRE (19,675 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING FOR REFERENCE at a 1/2" iron rod found in the existing westerly right-of-way (ROW) line of Westview Drive (50' ROW width), being the northeasterly corner of that called 5.526 acre tract of land described in General Warranty Deed to Michael G. Rucker and spouse Denise B. Rucker recorded in Document No. 9842360 of the Official Records of Williamson County, Texas, same being the southeasterly corner of said 5.53 acre tract;

THENCE, departing said 5.526 acre tract, with the easterly boundary line of said 5.53 acre tract and the westerly ROW line of said Westview Drive, N 02°01'48" W, for a distance of 213.83 feet to the calculated southeasterly corner and **POINT OF BEGINNING** of the herein described tract;

- 1) **THENCE**, departing said Westview Drive, through the interior of said 5.53 acre tract, S 87°56'50" W, for a distance of 783.30 feet, being in the easterly proposed ROW line of Kenney Fort Boulevard (ROW width varies), for the southwesterly corner of the herein described tract and from which an iron rod with an aluminum cap stamped "CORR-ROW" found at an angle point in said proposed ROW line bears S 18°45'42" E, for a distance of 61.23 feet;
- 2) **THENCE**, with said easterly proposed ROW line, N 18°46'42" W, for a distance of 26.10 feet to a 3/8" iron rod found in the northerly boundary line of said 5.53 acre tract, being the common southerly corners of Lot 1 and Lot 2 of said Westview Subdivision (unrecorded), for the northwesterly corner of the herein described tract and from which a 5/8" iron rod found bears S 87°56'50" W, at a distance of 264.46 feet, in the easterly boundary line of the abandoned MOKAN ROW tract, described in special warranty deed to State of Texas recorded in Volume 1970, Page 515 of the Deed Records of Williamson County Texas, being the southwesterly corner of said Lot 1;
- 3) **THENCE**, departing said proposed ROW line, with the common southerly boundary line of Lots 2, 3 and 4 of said Westview Subdivision and the northerly boundary line of said 5.53 acre tract, N 87°56'50" E, pass at a distance of 263.57 feet, the southeasterly corner of said Lot 2, same being the southwesterly corner of said Lot 3 and continuing for a total distance of 790.81 feet to a 5/8" iron rod found, being the existing westerly ROW of line of said Westview Drive, same being the northeasterly corner of said 5.53 acre tract, also being the southeasterly corner of said Lot 4, for the northeasterly corner of the herein described tract;
- 4) **THENCE**, with the easterly boundary line of said 5.53 acre tract, same being said existing westerly ROW line, S 02°01'48" E, for a distance of 25.00 feet to the **POINT OF BEGINNING**, containing 0.452 acre (19,675 square feet) of land, more or less.

NOTE: This parcel is accompanied by a 30' wide T.C.E. (Temporary Construction Easement) being coincident with, parallel, and southerly, of the above described course 1, beginning 227.64 feet from the Point of Beginning as shown on the accompanying sketch.

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, LLC
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681

12 SEP 2018
Date



LEGEND

- 1/2" IRON ROD FOUND
- ⊙ IRON ROD WITH CAP FOUND
- △ AS NOTED
- CALCULATED POINT
- PROPERTY LINE
- OFFICIAL RECORDS
- WILLAMSON COUNTY, TEXAS
- OFFICIAL PUBLIC RECORDS
- WILLAMSON COUNTY, TEXAS
- DEED RECORDS
- WILLAMSON COUNTY, TEXAS
- P.O.B. POINT OF BEGINNING
- P.O.R. POINT OF REFERENCE
- RECORD INFORMATION
- DISTANCE BREAK

PLAT TO ACCOMPANY DESCRIPTION

EXHIBIT B

ASA THOMAS SURVEY
ABSTRACT NO. 609

FELLOWSHIP AT FOREST CREEK
(5.30 AC.)
DOC. NO. 2006109886
O.P.R.W.C.T.

FELLOWSHIP AT FOREST CREEK
(5.30 AC.)
DOC. NO. 2002007409
O.P.R.W.C.T.

WESTVIEW DRIVE
EXISTING R.O.W.
(SOUTH 238.85')
P.O.B.
(SOUTH 238.85')

NO.	DIRECTION	DISTANCE
L1	S18°45'42"E	61.23'
L2	N18°45'42"W	26.10'
L3	S02°01'48"E	25.00'
(L4)	(S18°44'06"E)	(87.55')

LOT 1

FARID AGAHI &
FARRAH AGAHI
(5.19 AC.)
DOC. NO. 2011068189
O.P.R.W.C.T.

LLOYD RODENBECK,
JR. AND WIFE
ANGELA RODENBECK
(5.27 AC.)
DOC. NO. 199975263
O.P.R.W.C.T.

LOT 2

EASEMENT
0.452 AC.
19,675 SQ. FT.

LOT 3

RICHARD G. NORD
and wife, JOY NORD
(5.53 AC.)
VOL. 906, PAGE 289
D.R.W.C.T.

PROPOSED
30' T.C.E.
0.380 AC.
16,535 SQ. FT.

0 50 100
1" = 100'

TRACT 20
WESTVIEW SUBDIVISION
(UNRECORDED)

MICHAEL G. RUCKER
AND SPOUSE DENISE B. RUCKER
(5.526 AC.)
DOC. NO. 9842360
O.R.W.C.T.



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

M. Stephen Truesdale 12 SEP 2018

M. STEPHEN TRUESDALE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
INLAND GEODETICS, LLC
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TEXAS 78661

ABANDONED MOKAN ROW
STATE OF TEXAS
VOL. 1970, PG 515
D.R.W.C.T.
CSU=0440-05-002

INLAND GEODETICS, LLC
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78661
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

NORD
EASEMENT
0.452 ACRES
19,675 SQUARE FEET

09-10-2018