

**POSSESSION AND USE AGREEMENT FOR TRANSPORTATION PURPOSES**

**STATE OF TEXAS**

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**COUNTY OF WILLIAMSON**

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Parcel No.: 16

Project: Bagdad@CR279

This Possession and Use Agreement For Transportation Purposes (the "Agreement") between **WILLIAMSON COUNTY, TEXAS** ("County" or "Grantee"), and **KATHY CANADY, AS THE INDEPENDENT EXECUTOR OF THE ESTATE OF ELIZABETH ANN RUNDZIEHER, AKA LIZ RUNDZIEHER, AKA ELIZABETH ANN LANCASTER, FKA ELIZABETH ANN HOLDER, DECEASED, ERIC STIFFLEMIRE, THERESA STIFFLEMIRE, EDWARD WOLF, AND JENNIFER WOLF** (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 Exhibits "A" and "B" that are 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 **ONE HUNDRED FIFTY THOUSAND TWO HUNDRED EIGHTY-THREE and 00/100 Dollars (\$150,283.00)**. 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 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. 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 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-165827, issued February 6, 2024, 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 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 May 1, 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. 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. This Agreement will also extend to and bind the heirs, devisees, executors, administrators, legal representatives, successors in interest, and assigns of the parties. Grantor's rights under this Agreement shall run with the Property, and in the event that the Grantor sells, transfers, or conveys the Property to a new owner prior to County completing its acquisition of title to the Property either by negotiation, settlement, or final court judgment, the new owner shall be entitled to any additional amounts owed to Grantor upon such acquisition. Grantor or the new owner shall notify the County of the change in ownership.
13. It is agreed the County will record this document.
14. Other conditions: None.
15. N/A.

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:**

**KATHY CANADY, AS THE EXECUTOR OF THE ESTATE OF ELIZABETH ANN RUNDZIEHER, AKA LIZ RUNDZIEHER, AKA ELIZABETH ANN LANCASTER, FKA ELIZABETH ANN HOLDER, DECEASED**

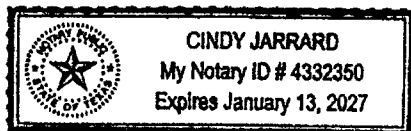
By: Kathy Canady Ind Executor

**ACKNOWLEDGMENT**

STATE OF TEXAS

COUNTY OF WILLIAMSON

This instrument was acknowledged before me on this the 22 day of April, 2024 by Kathy Canady in the capacity and for the purposes and consideration recited herein.



Cindy Jarrard  
Notary Public, State of Texas  
Printed Name: Cindy Jarrard  
My Commission Expires: JANUARY 13, 2027

GRANTOR:

ERIC STIFFLEMIRE

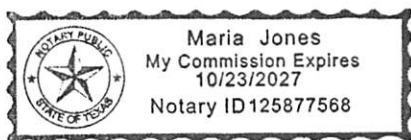
By: Eric Stifflemire

**ACKNOWLEDGMENT**

STATE OF TEXAS

COUNTY OF Williamson

This instrument was acknowledged before me on this the 1 day of May, 2024 by Eric Stifflemire in the capacity and for the purposes and consideration recited herein.



Maria Jones  
Notary Public, State of Texas  
Printed Name: Maria Jones  
My Commission Expires: 10/23/27

GRANTOR:

THERESA STIFFLEMIRE

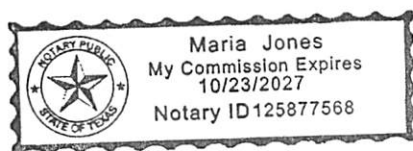
By: Theresa Stifflemire

**ACKNOWLEDGMENT**

STATE OF TEXAS

COUNTY OF Williamson

This instrument was acknowledged before me on this the 1 day of May, 2024 by Theresa Stifflemire in the capacity and for the purposes and consideration recited herein.



Maria Jones  
Notary Public, State of Texas  
Printed Name: Maria Jones  
My Commission Expires: 10/23/27

**GRANTOR:**

**EDWARD WOLF**

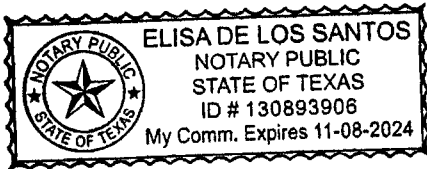
By: 

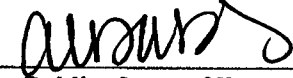
**ACKNOWLEDGMENT**

**STATE OF TEXAS**

**COUNTY OF WILLIAMSON**

This instrument was acknowledged before me on this the 23 day of April, 2024 by Edward Wolf, in the capacity and for the purposes and consideration recited herein.



  
Notary Public, State of Texas  
Printed Name: Elisa DelosSantos  
My Commission Expires: 11-08-2024

**GRANTOR:**

**JENNIFER WOLF**

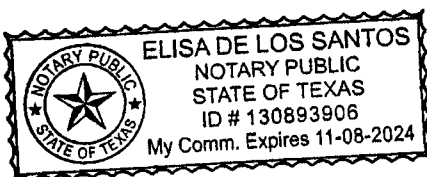
By: 


**ACKNOWLEDGMENT**

**STATE OF TEXAS**

**COUNTY OF WILLIAMSON**

This instrument was acknowledged before me on this the 23 day of April, 2024 by Jennifer Wolf, in the capacity and for the purposes and consideration recited herein.



  
Notary Public, State of Texas  
Printed Name: Elisa DelosSantos  
My Commission Expires: 11-08-2024

**COUNTY:**

**WILLIAMSON COUNTY, TEXAS**

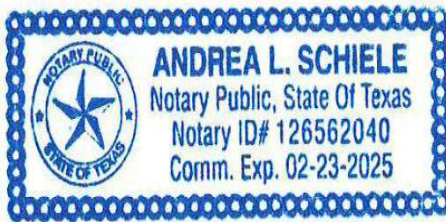
By: Valerie Covey  
Valerie Covey  
Presiding Officer

**ACKNOWLEDGMENT**

**STATE OF TEXAS**

**COUNTY OF WILLIAMSON**

This instrument was acknowledged before me on this May 8, 2024 by Valerie Covey, Presiding Officer 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 L. Schiele  
My Commission Expires:

County: Williamson  
Parcel: 16 - Lancaster  
Highway: Bagdad Rd (CR 279)

Page 1 of 3  
Rev. 11-01-22

**EXHIBIT A**

**PROPERTY DESCRIPTION**

DESCRIPTION OF A 0.700 ACRE (30,506 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE HENRY FIELD SURVEY, ABSTRACT NO. 233 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 5.801 ACRE TRACT OF LAND DESCRIBED IN DEED TO ELIZABETH ANN LANCASTER RECORDED IN VOLUME 1405, PAGES 431-433 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.700 ACRE (30,506 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 91.06 feet right of Bagdad Road Baseline Station 277+81.44 in the proposed easterly Right-of-Way (ROW) line of Bagdad Road (variable width ROW), (Grid Coordinates determined as N=10,206,924.90 E=3,059,798.33), being in the northerly boundary line of said 5.801 acre tract, same being the southerly boundary line of that called 81.69 acre tract described in General Warranty Deed to Edward Wolf and Jennifer Wolf recorded in Document No. 2021036573 of the Official Public 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 said common boundary line bears N 82°51'35" E, at a distance of 330.08 feet;

- 1) THENCE, departing said southerly boundary line of the 81.69 acre tract, through the interior of said 5.801 acre tract, with said proposed easterly ROW line, S 14°56'08" E, for a distance of 488.11 feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 98.42 feet right of Bagdad Road Baseline Station 272+83.00, in the southerly boundary line of said 5.801 acre tract, same being the northerly boundary line of the remainder of that called 95 acre tract (Third Tract) of land in Administration Deed to Terri Leigh Alexander, a/k/a Terri Jones Hanley and Susan Lynn Anderson a/k/a Susan Jones Anderson recorded in Document No. 2020043297 of the Official Public Records of Williamson County, Texas, described as 92 acre (Second Tract) in Deed recorded in Volume 295, Pages 4-6 of the Deed 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 5.801 acre tract, same being an angle point in the northerly boundary line of said remainder of the 95 acre tract, also being an angle point in the southerly boundary line of said 81.69 acre tract, bears N 71°18'43" E, at a distance of 233.74 feet and N 69°08'52" E, at a distance of 429.03 feet;
- 2) THENCE, departing said proposed easterly ROW line, with the common boundary line of said 5.801 acre and said remainder of the 95 acre tracts S 71°18'43" W for a distance of 53.08 feet to an iron rod with plastic cap stamped "3DS" found in the existing easterly ROW line of County Road (C.R.) 279 (Bagdad Road) (variable width ROW), being the southwesterly corner of said 5.801 acre tract, same being the northwesterly corner of said remainder of the 95 acre tract, for the southwesterly corner of the herein described parcel;
- 3) THENCE, departing said remainder of the 95 acre tract, with said existing easterly ROW line, same being the westerly boundary line of said 5.801 acre tract, N 16°37'38" W, for a distance of 511.12 feet to a calculated point, being the northwesterly corner of said 5.801 acre tract, same being the southwesterly corner of said 81.69 acre tract, for the northwesterly corner of the herein described parcel, and from which, an iron rod with plastic cap stamped "FOREST-1847" found in said existing easterly ROW line, same being the westerly boundary line of said 81.69 acre tract, bears N 17°14'13" W at a distance of 286.68 feet;
- 4) THENCE, departing said existing easterly ROW line, with the common boundary line of said 5.801 acre tract and said 81.69 acre tract N 82°51'35" E, for a distance of 88.69 feet to the POINT OF BEGINNING, containing 0.700 acres (30,506 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

COUNTY OF WILLIAMSON

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KNOW ALL MEN BY THESE PRESENTS:

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

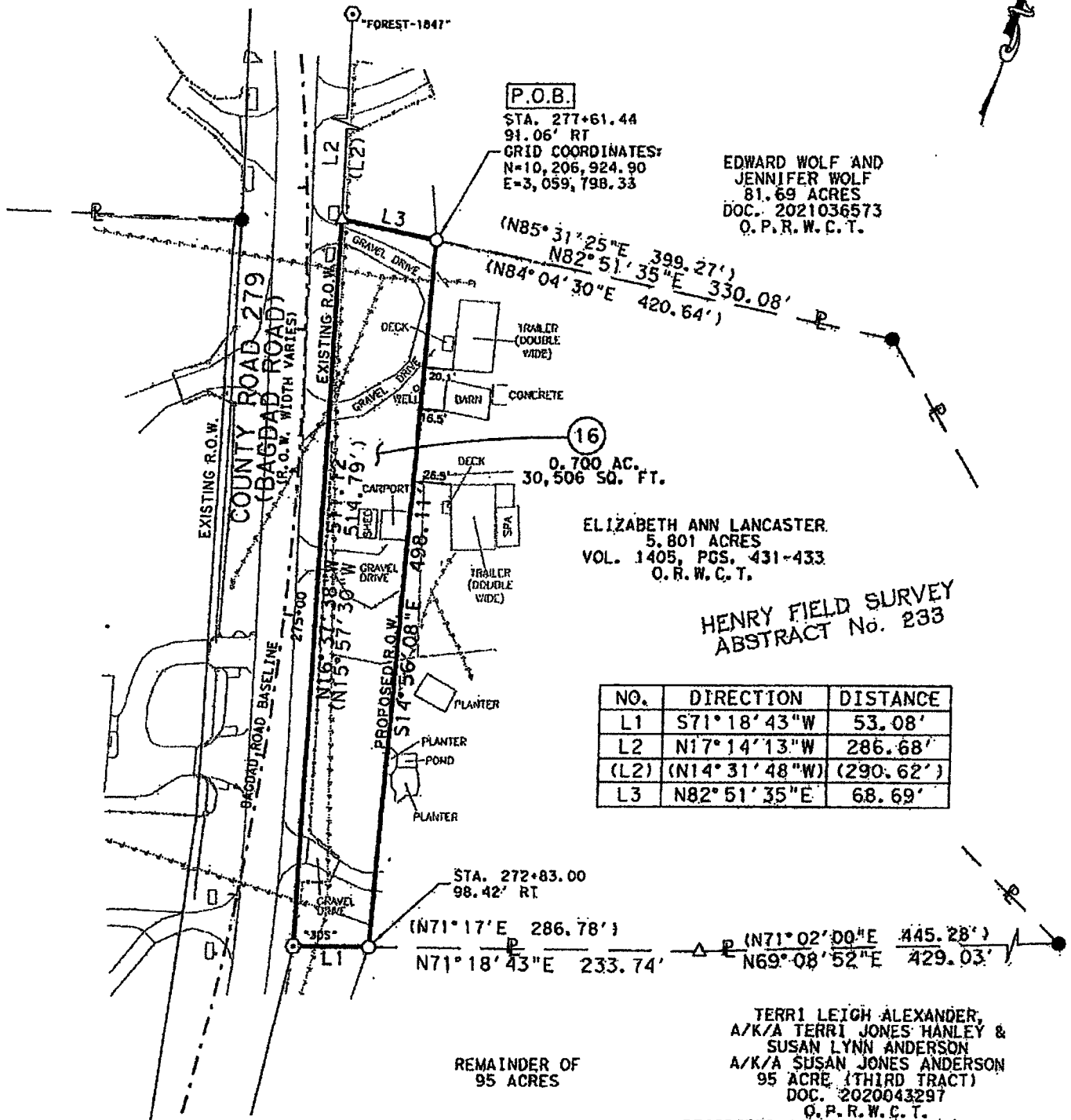
Date



S:\BINKLEY & BARFIELD\BAGDAD ROAD 2020\PARCELS\PARCEL 16-LANCASTER\BAGDAD RD-CR 279-PARCEL 16-LANCASTER



**EXHIBIT " A "**  
**PLAT TO ACCOMPANY PARCEL DESCRIPTION**



REV: 11/01/2022

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

PARCEL PLAT SHOWING PROPERTY OF  
**ELIZABETH ANN LANCASTER**

**PARCEL 16**  
 0.700 ACRES  
 30,506 Sq. Ft.

SCALE 1" = 100'	PROJECT BAGDAD ROAD	COUNTY WILLIAMSON
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## EXHIBIT "A"

## PLAT TO ACCOMPANY PARCEL DESCRIPTION

## LEGEND

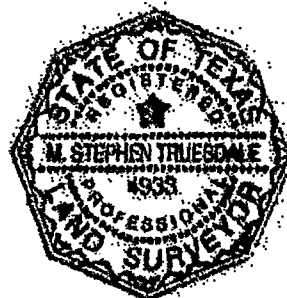
● 1/2" IRON ROD FOUND UNLESS NOTED	( ) RECORD INFORMATION
⊙ 1/2" IRON ROD FOUND W/PLASTIC CAP	— LINE BREAK
⊙ 1/2" IRON PIPE FOUND UNLESS NOTED	— DENOTES COMMON OWNERSHIP
▲ 60/D NAIL FOUND	P.O.B. POINT OF BEGINNING
△ CALCULATED POINT	N.T.S. NOT TO SCALE
○ IRON ROD W/ ALUMINUM CAP	D.R.W.C.T. DEED RECORDS
STAMPED "WILLIAMSON COUNTY" SET	O.R.W.C.T. OFFICIAL RECORDS
(UNLESS NOTED OTHERWISE)	O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS
P PROPERTY LINE	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-165827, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE AUGUST 01, 2022, ISSUE DATE AUGUST 10, 2022.

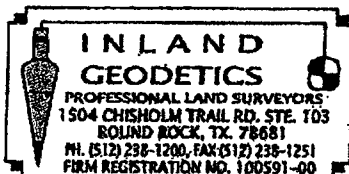
NOTHING FROM SCHEDULE B TO ADDRESS.

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 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

ELIZABETH ANN LANCASTER

SCALE  
1" = 100'

PROJECT  
BAGDAD ROAD

COUNTY  
WILLIAMSON

PARCEL 16  
0.700 ACRES  
30,506 Sq. Ft.

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**EXHIBIT B**  
**PROPERTY DESCRIPTION**

DESCRIPTION OF A 0.156 ACRE (6,805 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE HENRY FIELD SURVEY, ABSTRACT NO. 233 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 5.801 ACRE TRACT OF LAND DESCRIBED IN A DEED TO ELIZABETH ANN LANCASTER RECORDED IN VOLUME 1405, PAGE 431-433 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.156 ACRE (6,805 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2" iron rod found, being an angle point the northerly boundary line of said 5.801 acre tract, same being the southerly boundary line of that called 81.69 acre tract described in General Warranty Deed to Edward Wolf and Jennifer Wolf recorded in Document No. 2021036573 of the Official Public Records of Williamson County, Texas;

THENCE N 82°51'35" E, with the common line of said 5.801 tract and said 81.69 acre tract, for a distance of 297.94 feet, to a calculated point 122.36 feet right of Bagdad Road Baseline Station 277+54.49 in the proposed easterly Right-of-Way (ROW) line of Bagdad Road (variable width ROW), (Grid Coordinates determined as N=10,206,928.90 E=3,059,830.21), for the northeasterly corner and the **POINT OF BEGINNING** of the herein described parcel;

THENCE, departing said 81.69 acre tract, through the interior of said 5.801 acre tract the following five (5) courses:

- 1) S 16°30'08" E, for a distance of 3.68 feet to a calculated angle point;
- 2) S 73°29'52" W, for a distance of 18.84 feet to a calculated angle point;
- 3) S 14°53'35" E, for a distance of 471.66 feet to a calculated angle point;
- 4) N 88°50'44" E, for a distance of 31.93 feet to a calculated angle point;
- 5) S 01°09'16" E, for a distance of 7.76 feet to a calculated point in the southerly boundary line of said 5.801 acre tract, same being the northerly boundary line of the remainder of that called 95 acre tract (Third Tract) of land in Administration Deed to Terri Leigh Alexander, a/k/a Terri Jones Hanley and Susan Lynn Anderson a/k/a Susan Jones Anderson recorded in Document No. 2020043297 of the Official Public Records of Williamson County, Texas, described as 92 acre (Second Tract) in Deed recorded in Volume 295, Pages 4-6 of the Deed 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 5.801 acre tract, same being an angle point in the northerly boundary line of said remainder of the 95 acre tract, also being an angle point in the southerly boundary line of said 81.69 acre tract bears N 71°18'43" E, at a distance of 191.73 feet and N 69°08'52" E, a distance of 429.03 feet;
- 6) THENCE, S 71°18'43" W, with the common line of said 5.801 acre tract and said remainder of the 95 acre tract, for a distance of 7.44 feet to a calculated angle point;
- 7) THENCE, S 88°50'44" W, departing said remainder of the 95 acre tract, through the interior of said 5.801 acre tract, for a distance of 23.78 feet to a calculated angle point;
- 8) THENCE, S 02°32'46" E, continuing through the interior of said 5.801 acre tract, for a distance of 7.46 feet to a calculated point in the common line of said 5.801 acre tract and said remainder of the 95 acre tract, for an angle point hereof;
- 9) THENCE, S 71°18'43" W, with the common line of said 5.801 acre tract and said remainder of the 95 acre tract, for a distance of 9.82 feet to a 1/2" iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 98.42 feet right of Bagdad Road Baseline Station 272+83.00, in the proposed easterly Right-of-Way (ROW) line of Bagdad Road (variable width ROW), for the southwesterly corner of the herein described parcel;
- 10) THENCE, N 14°56'08" W, departing said remainder of the 95 acre tract, through the interior of said 5.801 acre tract, with said proposed ROW line, for a distance of 498.11 feet to a 1/2" iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 91.06 feet right of Bagdad Road Baseline Station 277+61.44, in the common line of said 5.801 acre tract and said 81.69 acre tract, for the northwesterly corner of the herein described parcel;

County: Williamson  
Parcel : 16E – Lancaster  
Highway: Bagdad Rd (CR 279)

Page 2 of 4  
11-28-23

11) THENCE, N 82°51'35" E, departing said proposed ROW line, with said common boundary line, 32.14 feet to the POINT OF BEGINNING, containing 0.156 acre (6,805 square feet) of land, more or less.

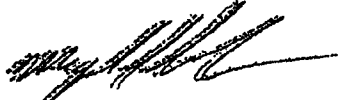
This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83. All distances reported hereon are surface values represented in US Survey Feet based on a Grid-to-Surface Combined Adjustment Factor of 1.00014.

THE STATE OF TEXAS           §  
  §       KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF WILLIAMSON   §

I DO HEREBY CERTIFY THAT THE PROPERTY DESCRIBED HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER THE DIRECT SUPERVISION OF M. STEPHEN TRUESDALE, L.S.L.S., R.P.L.S. NO. 4933 FROM JUNE 2020 TO DECEMBER 2021.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

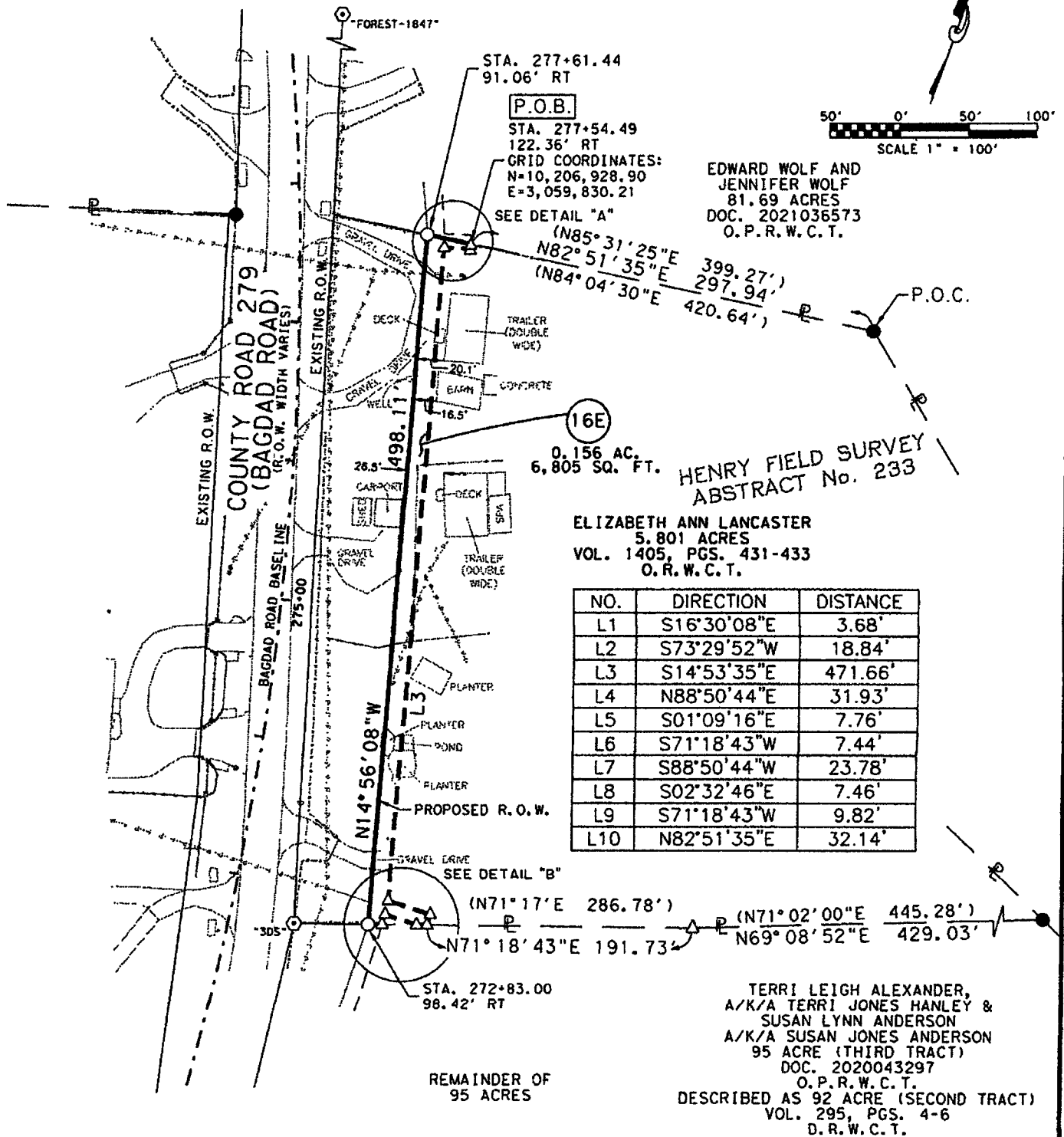
  
Miguel A. Escobar, L.S.L.S., R.P.L.S.  
Texas Reg. No. 5630  
1504 Chisholm Trail Rd #103  
Round Rock, TX 78681  
TBPELS Firm No. 10059100  
BB-001



S:\BINKLEY & BARFIELD\BAGDAD ROAD 2020\PARCELS\PARCEL 16-LANCASTER\PARCEL 16E-LANCASTER.docm

## EXHIBIT " B "

## PLAT TO ACCOMPANY PARCEL DESCRIPTION



BB-001

11/28/2023

PARCEL PLAT SHOWING PROPERTY OF

ELIZABETH ANN LANCASTER

PARCEL 16E

SCALE

1" = 100'

PROJECT

BAGDAD ROAD

COUNTY

WILLIAMSON

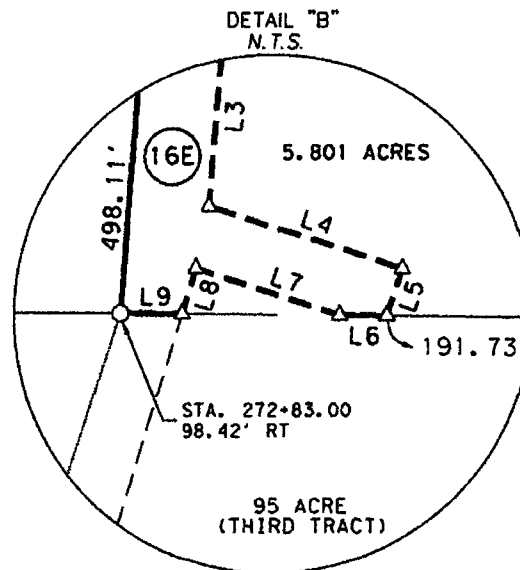
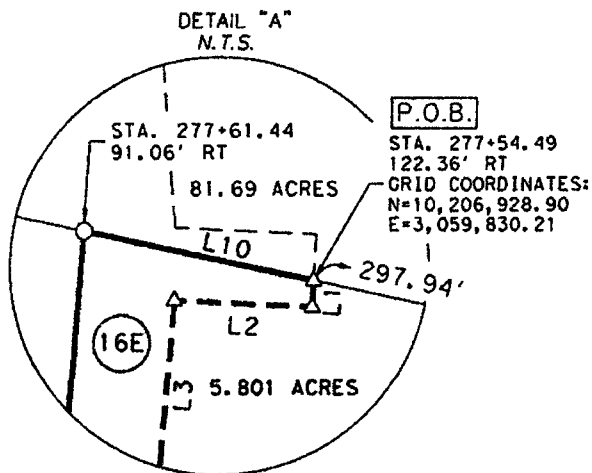
PAGE 3 OF 4

INLAND  
GEODETICSPROFESSIONAL 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

## PLAT TO ACCOMPANY PARCEL DESCRIPTION

## LEGEND

● 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	P.O.C. POINT OF COMMENCEMENT
○ IRON ROD W/ ALUMINUM CAP	N.T.S. NOT TO SCALE
STAMPED "WILLIAMSON COUNTY" SET	D.R.W.C.T. DEED RECORDS
(UNLESS NOTED OTHERWISE)	O.R.W.C.T. OFFICIAL RECORDS
P. PROPERTY LINE	O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS
	WILLIAMSON COUNTY, TEXAS



1) All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83. All distances reported hereon are surface values represented in US Survey Feet based on a Grid-to-Surface Combined Adjustment Factor of 1.00014.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. T-165827, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE AUGUST 01, 2022, ISSUE DATE AUGUST 10, 2022.

NOTHING FROM SCHEDULE B TO ADDRESS.

I DO HEREBY CERTIFY THAT THE PROPERTY DESCRIBED HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER THE DIRECT SUPERVISION OF M. STEPHEN TRUESDALE, L.S.L.S., R.P.L.S. NO. 4933 FROM JUNE 2020 TO DECEMBER 2021.

*[Signature]*

MIGUEL A. ESCOBAR, L.S.L.S., R.P.L.S.  
TEXAS REG. NO. 5630  
1504 CHISHOLM TRAIL #103  
ROUND ROCK, TEXAS 78681  
PHONE 512.238-1200  
TBPELS FIRM REG. \* 10059100



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