



**POSSESSION AND USE AGREEMENT FOR TRANSPORTATION PURPOSES
WITH ADDITIONAL PAYMENT OF INDEPENDENT CONSIDERATION**

STATE OF TEXAS§
§
§

ROW CSJ: 1392-01-049

Parcel No.: 3

COUNTY OF COLLIN

Project No.: N/A

This Possession and Use Agreement For Transportation Purposes (the "Agreement") between the State of Texas, acting by and through the Texas Department of Transportation (the "State") , and Collin County, Texas, a political subdivision of the State of Texas (the "Grantor" whether one or more), grants to the State, its contractors, agents and all others deemed necessary by the State, an irrevocable right to possession and use of the Grantor's property for the purpose of constructing a portion of Highway No. Farm to Market 1378 (the "Highway Construction Project"). The property subject to this Agreement is described more fully in field notes and plat map (attached as "Exhibit A") and made a part of this Agreement by reference (the "Property").

1. For the consideration paid by the State which is set forth in Paragraphs 2 and 3 below, the receipt and sufficiency of which is acknowledged, the Grantor grants, bargains, sells and conveys to the State of Texas the right of entry and exclusive possession and use of the Property for the purpose of constructing a highway 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 Highway Construction Project. This Possession and Use Agreement will extend to the State, its contractors and assigns, owners of any existing utilities on the Property and those which may be lawfully permitted on the Property by the State in the future, and all others deemed necessary by the State for the purpose of the Highway 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 State will tender to the Grantor the sum of Zero and No/100 Dollars (\$0.00). The Grantor agrees that this sum represents adequate and full compensation for the possession and use of the Property. The State will be entitled to take possession and use of the Property upon tender of payment. The parties agree that the sum tendered represents 0 percent of the State's approved value, which assumes no adverse environmental conditions affecting the value of the Property. The approved value is the State's determination of the just compensation owed to the Grantor for the real property interest to be acquired by the State 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 State 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 State, the Grantor will promptly refund the overpayment to the State.

3. As additional consideration, the State will tender to the Grantor the sum of **Twenty-Five Thousand and No/100 Dollars (\$25,000.00)**, the receipt and sufficiency of which is acknowledged. The parties agree that the sum tendered under this Paragraph 3:
 - (i) is independent consideration for the possession and use of Grantor's Property and represents no part of the State's compensation to be paid for the anticipated purchase of the Property; and
 - (ii) will not be refunded to the State upon any acquisition of the Property by the State.
4. The effective date of this Agreement will be the date on which payment pursuant to Paragraphs 2 and 3 above was tendered to the Grantor by the State, or disbursed to the Grantor by a title company acting as escrow agent for the transaction, (the "Effective Date").
5. The Grantor warrants and represents that the title to the Property is free and clear of all liens and encumbrances or 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 State from all unreleased or undisclosed liens, claims or encumbrances affecting the Property.
6. 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 State in the Property, for negotiation or eminent domain proceeding purposes, will be the Effective Date of this Agreement.
7. This Agreement is made with the understanding that the State 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 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 State, 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 State'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. There will be no project impact upon the appraised value of the Property. This grant will not prejudice the Grantor's rights to any relocation benefits for which Grantor may be eligible.
8. In the event the State institutes or has instituted eminent domain proceedings, the State 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 State until entry of judgment.
9. The purpose of this Agreement is to allow the State to proceed with its Highway 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 State's acquisition of a real property interest in the Property. The Grantor expressly acknowledges that the proposed Highway 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 Highway 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.

10. 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 State to take and use all other minerals and materials thereon, and thereunder.
11. 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 State takes title to the Property.
12. Notwithstanding the acquisition of right of possession to the Property by the State 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 State acquires title to the Property either by negotiation, settlement, or final court judgment.
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 State will record this document.
15. Other conditions: None.

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

GRANTOR:

By:  _____

Printed Name: CHRIS HILL _____

Title: COUNTY JUDGE _____

Date: 13 JAN 2021

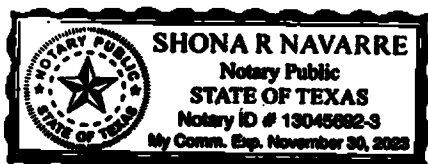
Acknowledgement

State of Texas

County of COLLIN

This instrument was acknowledged before me on JANUARY 13, 2021
by Name: SHONA NAVARRE, Title: ADMIN. SECRETARY of Collin County, Texas, a political
subdivision of the State of Texas, on behalf of said political subdivision


Notary Public's Signature



THE STATE OF TEXAS

Executed by and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

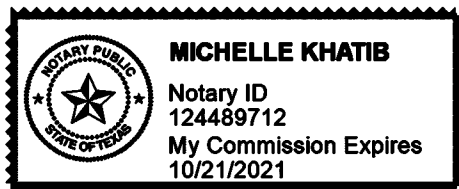
DocuSigned by:
Craig Dearman
By: 0F206407C2D3467...
Craig Dearman, Dallas District ROW Manager
2/4/2021
Date: _____

Acknowledgment

STATE OF TEXAS Nueces §
 §
COUNTY OF DALLAS §

2021

This instrument was acknowledged before me on the 4th day of February, 2020, by Craig Dearman, the Dallas District ROW Manager of the Texas Department of Transportation, a state agency, on behalf of said agency



DocuSigned by:
Michelle Khatib
10F6B08980F9480...
Notary Public's Signature

EXHIBIT A

County: Collin
Highway: F.M. 1378 at F.M. 3286
From Station 17+63.76 to Station 24+13.95
ROW CSJ: 1392-01-049

Page 1 of 9
March 26, 2020

DESCRIPTION FOR PARCEL 3

BEING a 74,343 square foot (1.707 acre) parcel of land out of the Benjamin Sparks Survey, Abstract No. 813, the James Lovelady Survey, Abstract No. 538, and the James Anderson Survey, Abstract No. 17, in Collin County, Texas, and being a portion of that tract described as 2.194 acres conveyed to Collin County, Texas by deed, as recorded in Document No. 20170517000635980, Official Public Records, Collin County, Texas (O.P.R.C.C.T.); said 74,343 square foot (1.707 acre) parcel of land being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2-inch iron rod with "RPLS 5587" cap found at the northeast corner of that tract described as 2.176 acres conveyed to Howard Elvis Martin and Nancy Leanne Martin by deed, as recorded in Document No. 20190426000457970, O.P.R.C.C.T., said Point of Commencement having Surface Coordinates of North=7,084,459.17, East=2,557,483.81;

THENCE, South 00 degrees 54 minutes 51 seconds East, along the east line of said 2.176 acre Martin tract, passing at 52.83 feet a point at the northwest corner of that tract described as 1.992 acres conveyed to Kai Chandler and Jasmine Chandler by deed, as recorded in Document No. 20160314000298440, O.P.R.C.C.T., continuing along the east line of said 2.176 acre Martin tract and the west line of said 1.992 acre Chandler tract, an additional 202.35 feet for a total distance of 255.18 feet to a 3/8-inch iron rod found in the proposed north right-of-way line of F.M. 1378 (Southview Drive), being at an angle point in the north line of said 2.194 acre Collin County tract and at the southwest corner of said 1.992 acre Chandler tract, for the **POINT OF BEGINNING**, at Station 17+63.76, 83.83 feet left and having Surface Coordinates of North=7,084,204.02, East=2,557,487.88;

- 1) **THENCE**, South 74 degrees 34 minutes 16 seconds East, along the proposed north right-of-way line of F.M. 1378, crossing said 2.194 acre Collin County tract, a distance of 416.55 feet to a 5/8-inch iron rod with a 1-3/4 inch pink plastic cap stamped "TxDOT Survey Marker Right of Way Monument" * in the east line of said 2.194 acre Collin County tract, being in the west line of a tract called 2.095 acres conveyed to Gary Boyd and Toni Boyd by deed, as recorded in Document No. 1997-0085904, Official Public Records of Real Property, Collin County, Texas, at Station 21+80.17, 94.67 feet left;

EXHIBIT A

County: Collin
Highway: F.M. 1378 at F.M. 3286
From Station 17+63.76 to Station 24+13.95
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March 26, 2020

DESCRIPTION FOR PARCEL 3

- 2) **THENCE**, South 01 degrees 03 minutes 18 seconds West, continuing along proposed north right-of-way line of F.M. 1378, the east line of said 2.194 acre Collin County tract and the west line of said 2.095 acre Boyd tract, a distance of 11.13 feet to a 1/2-inch iron rod with "GLAS RPLS 6081" cap found at an angle point in the east line of said 2.194 acre Collin County tract, and at an angle point in the west line of said 2.095 acre Boyd tract, at Station 21+83.22, 83.96 feet left;
- 3) **THENCE**, South 76 degrees 16 minutes 31 seconds East, continuing along the proposed north right-of-way line of F.M. 1378, the east line of said 2.194 acre Collin County tract, and the west line of said 2.095 acre Boyd tract, a distance of 231.09 feet to a 1/2-inch iron pipe found at an angle point in the east line of said 2.194 acre Collin County tract, and at an angle point in the west line of said 2.095 acre Boyd tract, at Station 24+13.95, 96.84 feet left;
- 4) **THENCE**, South 07 degrees 17 minutes 49 seconds East, along the east line of said 2.194 acre Collin County tract and the west line of said 2.095 acre Boyd tract, passing at 64.85 feet a 1/2-inch iron rod found, continuing an additional 0.55 feet for a total distance of 65.40 feet to a point at the southeast corner of said 2.194 acre Collin County tract, being at the southwest corner of said 2.095 acre Boyd tract, and being at the northeast corner of that tract described as 0.358 of one acre conveyed to the State of Texas by deed, as recorded in Volume 947, Page 572, Deed Records, Collin County, Texas (D.R.C.C.T.) and being in the existing north right-of-way line of F.M. 3286 (E. Lucas Road, 120 foot width), on a curve to the left;
- 5) **THENCE**, 196.69 feet along the arc of said curve to the left, having a radius of 537.47 feet, a central angle of 20 degrees 58 minutes 03 seconds, and a chord bearing South 80 degrees 12 minutes 08 seconds West, along the south line of said 2.194 acre Collin County tract, the north line of said 0.358 of one acre State of Texas tract and the existing north right-of-way line of F.M. 3286, a chord distance of 195.59 feet to a point, from which a 1/2-inch iron rod with "GLAS RPLS 6081" cap found bears North 05 degrees 11 minutes 12 seconds West, a distance of 0.41 feet;

EXHIBIT A

County: Collin
Highway: F.M. 1378 at F.M. 3286
From Station 17+63.76 to Station 24+13.95
ROW CSJ: 1392-01-049

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March 26, 2020

DESCRIPTION FOR PARCEL 3

- 6) **THENCE**, South 69 degrees 43 minutes 06 seconds West, continuing along the south line of said 2.194 acre Collin County tract, the north line of said 0.358 acre State of Texas tract and the existing north right-of-way line of F.M. 3286, passing at 76.63 feet a point, from which a wood right-of-way marker found bears South 20 degrees 15 minutes 02 seconds East, a distance of 0.43 feet, continuing an additional 5.54 feet for a total distance of 82.17 feet to a point at the southwest corner of said 2.194 acre Collin County tract, being the northwest corner of said 0.358 of one acre State of Texas tract, and being in the east line of that tract described as 0.444 of one acre conveyed to the State of Texas by deed, as recorded in Volume 419, Page 252, D.R.C.C.T., and being in the existing east right-of-way line of F.M. 1378 (Southview Drive, 60 foot width), on a curve to the left;
- 7) **THENCE**, 96.15 feet along the arc of said curve to the left, having a radius of 348.31 feet, a central angle of 15 degrees 48 minutes 58 seconds, and a chord bearing North 47 degrees 27 minutes 40 seconds West, along the west line of said 2.194 acre Collin County tract, the east line of said 0.444 of one acre State of Texas tract and the existing east right-of-way line of F.M. 1378, a chord distance of 95.84 feet to a point;
- 8) **THENCE**, North 55 degrees 22 minutes 09 seconds West, continuing along the west line of said 2.194 acre Collin County tract, the east line of said 0.444 of one acre State of Texas tract and the existing east right-of-way line of F.M. 1378, a distance of 293.10 feet to a point, at the beginning of a curve to the left;
- 9) **THENCE**, 163.60 feet along the arc of said curve to the left, having a radius of 507.46 feet, a central angle of 18 degrees 28 minutes 16 seconds, and a chord bearing North 64 degrees 36 minutes 16 seconds West, continuing along the west line of said 2.194 acre Collin County tract, the east line of said 0.444 acre State of Texas tract and the existing east right-of-way line of F.M. 1378, a chord distance of 162.89 feet to a point at a corner in the south line of said 2.176 acre Martin tract;

EXHIBIT A

County: Collin
Highway: F.M. 1378 at F.M. 3286
From Station 17+63.76 to Station 24+13.95
ROW CSJ: 1392-01-049

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March 26, 2020

DESCRIPTION FOR PARCEL 3

- 10) **THENCE**, North 89 degrees 52 minutes 17 seconds East, along the north line of said 2.194 acre Collin County tract and the south line of said 2.176 acre Martin tract, passing at 2.39 feet a 1/2-inch iron rod found, passing at an additional 22.06 feet a point, from which a 1/2-inch iron rod with "BUSBY RPLS 4967" cap found bears North 00 degrees 54 minutes 44 seconds West, a distance of 0.68 feet, continuing an additional 70.20 feet for a total distance of 94.65 feet to a point at an angle point in the north line of said 2.194 acre Collin County tract, being at the southeast corner of said 2.176 acre Martin tract;
- 11) **THENCE**, North 00 degrees 54 minutes 51 seconds West, along the north line of said 2.194 acre Collin County tract and the east line of said 2.176 acre Martin tract, a distance of 1.98 feet to the **POINT OF BEGINNING** and containing 74,343 square feet (1.707 acre) of land, more or less.

All bearings and coordinates shown are based on the Texas Coordinate System (TCS), North Central Zone (4202), North American Datum 1983 (NAD 83) 2011 Adjustment, Epoch 2010.00. All distances and coordinates shown are surface and may be converted to grid by dividing by a combined scale factor of 1.000152710. All measurements are in U.S. Survey Feet. Source of bearings – the following stations were held horizontally: E0435137.

****The monument described and set in this call may be replaced with a TxDOT Type II right-of-way marker upon completion of the highway construction project under the supervision of a Registered Professional Land Surveyor, either employed or retained by TxDOT.**

EXHIBIT A

County: Collin
Highway: F.M. 1378 at F.M. 3286
From Station 17+63.76 to Station 24+13.95
ROW CSJ: 1392-01-049

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March 26, 2020

DESCRIPTION FOR PARCEL 3

A parcel plat of even date was prepared in conjunction with this property description.

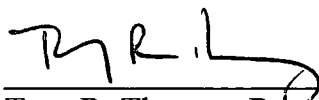
STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF TRAVIS §

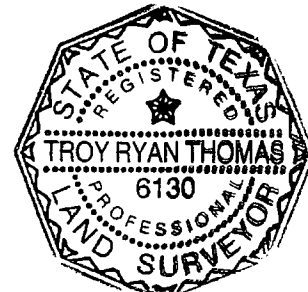
That I, Troy R. Thomas, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, this the 26th day of March, 2020 A.D.

SURVEYED BY:

McGRAY & McGRAY LAND SURVEYORS, INC.
3301 Hancock Dr., Ste. 6 Austin, TX 78731 (512) 451-8591
TBPELS Survey Firm# 10095500

 3/26/2020
Troy R. Thomas, Reg. Professional Land Surveyor No. 6130
2020/Descriptions/FM 1378 Collin County/Parcel 3



P.O.C. PARCEL 3
 P.O.B. PARCEL 3
 500° 54' 51" E
 255.18' E
 APPROXIMATE A-813
 SURVEY LINE A-538
 PROPOSED R.O.W.
 1.707 ACRE
 74,343 SQ. FT.
 (3)
 COLLIN COUNTY, TEXAS
 MAY 17, 2017
 2017051700635980
 O.P.R. C.G.L.
 (2.194 ACRES)
 F.M. 1378
 (SOUTHVIEW DRIVE)
 (60' R.O.W. WIDTH)
 APPROXIMATE A-17
 SURVEY LINE A-538
 EXISTING R.O.W.
 F.M. 3286 (ROAD)
 (E-20' R.O.W. WIDTH)
 PROPERTY INSET
 NOT TO SCALE

NOTES:
 1. ALL BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM (TCS), NORTH CENTRAL ZONE (4202), NORTH AMERICAN DATUM OF 1983 (NAD 83) 2011 ADJUSTMENT EPOCH 2010.00. ALL DISTANCES AND COORDINATES SHOWN HEREON ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE COMBINED ADJUSTMENT FACTOR OF 1.000152710. ALL MEASUREMENTS ARE IN U.S. SURVEY FEET.
 2. THE FOLLOWING PUBLISHED PRIMARY GPS CONTROL POINTS WERE RECOVERED, ANALYZED, AND HELD HORIZONTALLY: E0435137.
 3. ABSTRACTING WAS PERFORMED FROM NOVEMBER 2019 THROUGH DECEMBER 2019.
 4. FIELD SURVEYING WAS PERFORMED FROM OCTOBER 2019 THROUGH JANUARY 2020.
 5. A PROPERTY DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS SKETCH.
 6. ** THE MONUMENT DESCRIBED AND SET MAY BE REPLACED WITH A TxDOT TYPE II RIGHT-OF-WAY MARKER UPON COMPLETION OF THE HIGHWAY CONSTRUCTION PROJECT UNDER THE SUPERVISION OF A PROFESSIONAL LAND SURVEYOR, EITHER EMPLOYED OR RETAINED BY TxDOT.
 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 DIRECTION AND SUPERVISION.

TROY R. THOMAS
 03/26/2020
 TROY R. THOMAS, REG. PROF. LAND SURVEYOR NO. 6130 DATE

STATE OF TEXAS
 REGISTERED
 TROY RYAN THOMAS
 6130
 PROFESSIONAL
 LAND SURVEYOR

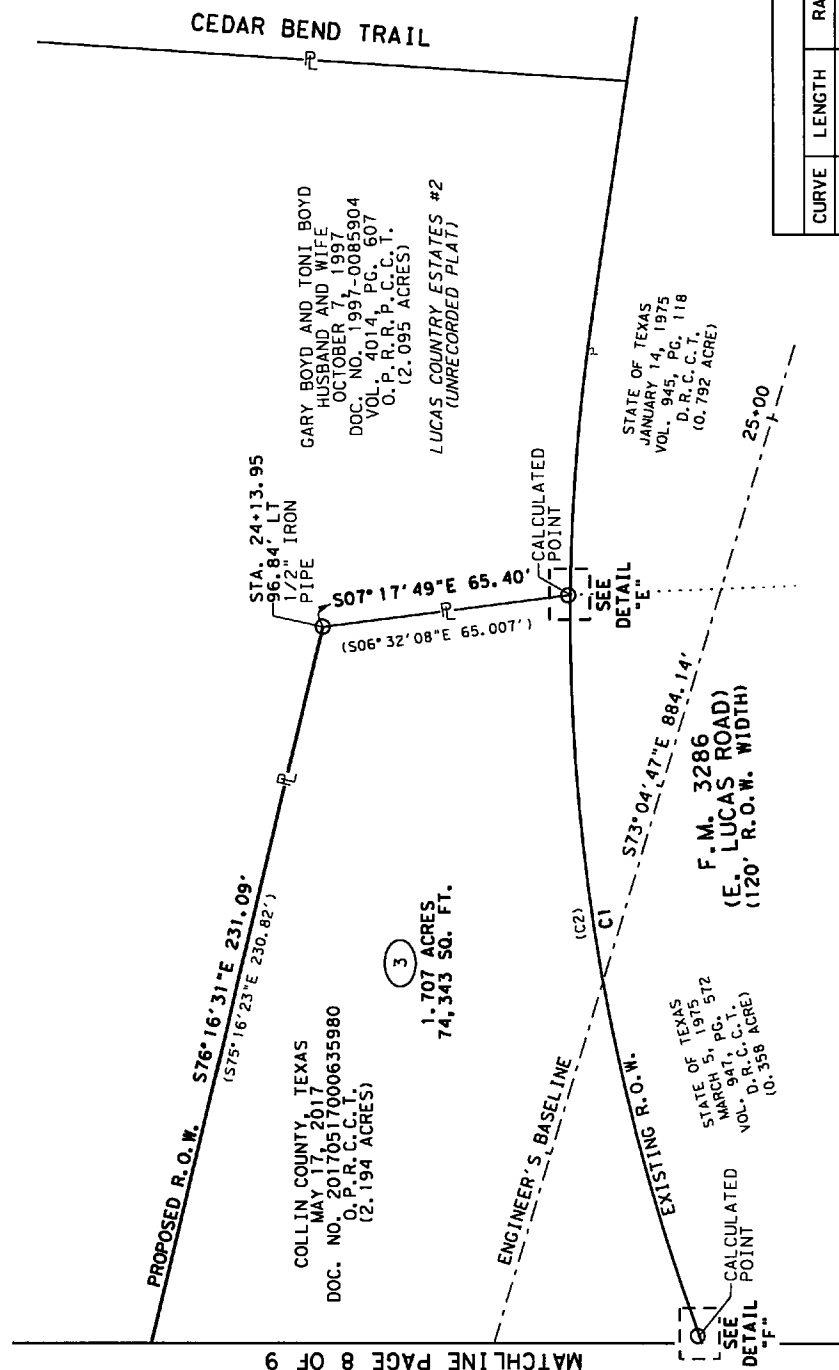
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PARCEL PLAT SHOWING
PARCEL 3
F.M. 1378 AT F.M. 3286
COLLIN COUNTY, TEXAS
R.O.W. C.S.J.: 1392-01-04

| | |
|--------------|-----------|
| : MARCH 2020 | SCALE: N. |
|--------------|-----------|

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TROY R. THOMAS, REG. PROF. LAND SURVEYOR NO. 6130 DATE



| LINE TABLE | | |
|------------|------------------|----------|
| LINE | BEARING | DISTANCE |
| L2 | S69° 43' 06" W | 82.17' |
| (L3) | (S69° 55' 36" W) | (84.63') |
| L7 | S07° 17' 49" E | 0.55' |
| L8 | N05° 11' 12" W | 0.41' |

| CURVE TABLE | | | | | |
|-------------|-----------|------------|---------------|------------------|-----------|
| CURVE | LENGTH | RADIUS | DELTA | BEARING | CHORD |
| C1 | 196.69' | 537.47' | 20° 58' 03" | S80° 12' 08" W | 195.59' |
| (C2) | (196.70') | (537.465') | (20° 58' 10") | (S81° 16' 28" W) | (195.61') |



McGRAY & McGRAY
LAND SURVEYORS, INC.
TBPELS SURVEY FIRM # 10095500
3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
(512) 451-8591
www.mcgray.com

PARCEL PLAT SHOWING
PARCEL 3

F.M. 1378 AT F.M. 3286

COLLIN COUNTY, TEXAS

R. O. W. C. S. J.: 1392-01-049

SCALE: 1"=50'

DATE: MARCH 2020

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○ FOUND MONUMENT (AS INDICATED)
 ■ SET 5/8" IRON ROD WITH A 1-3/4" PINK PLASTIC CAP STAMPED "TXDOT SURVEY MARKER RIGHT-OF-WAY MONUMENT" (UNLESS NOTED)

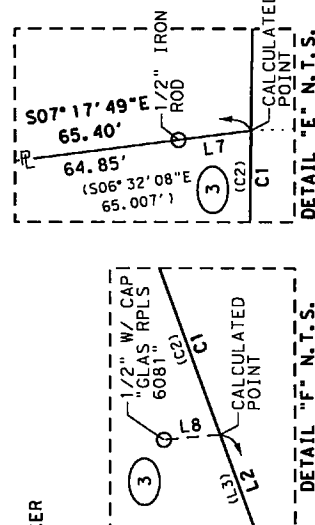
R.O.W. RIGHT-OF-WAY
P.O.B. POINT OF BEGINNING
P.O.C. POINT OF COMMENCEMENT
S.O.T. STATE OF TEXAS

() RECORD INFORMATION
→ HOOK LINE (IDENTICAL OWNER)

M.R.C.C.T. MAP RECORDS COLLIN COUNTY, TEXAS
D.R.C.C.T. DEED RECORDS COLLIN COUNTY, TEXAS

O. P. R. R. P. C. C. T. OFFICIAL PUBLIC RECORDS OF REAL PROPERTY
COLLIN COUNTY, TEXAS

O.P.R.C.C.T. OFFICIAL PUBLIC RECORDS COLLIN COUNTY, TEXAS



LEGEND



Filed and Recorded
Official Public Records
Stacey Kemp, County Clerk
Collin County, TEXAS
03/16/2021 08:16:27 AM
\$82.00 NPRECELLA
20210316000512580

Stacey Kemp