



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

| | | |
|------------------------|---|----------------------------|
| STATE OF TEXAS | § | ROW CSJ: 1477-01-044 |
| | § | Parcel No.: 25 |
| COUNTY OF BEXAR | § | Project No.: STP 1902(103) |

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 Judson Independent School District, a Texas nonprofit corporation (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. FM 1516 (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 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 zero 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 Three Thousand Dollars (\$3,000.00), 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:

Judson Independent School District,
a Texas nonprofit corporation

By: _____
Renee A. Paschall, President,
Board of Trustees of the Judson
Independent School District

Date: _____

Corporate Acknowledgment

State of Texas
County of Bexar

This instrument was acknowledged before me on _____
by Renee A. Paschall, President, Board of Trustees of the Judson Independent School District, a Texas nonprofit
corporation, on behalf of said entity.

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.

By: _____
Gabriel Lopez
Right of Way Manager – San Antonio District
Texas Department of Transportation

Date:

STATE OF TEXAS
COUNTY OF BEXAR

This instrument was acknowledged before me on the _____ day of _____, 2020
By: Gabriel Lopez, the ROW Manager of Texas Department of Transportation.

Notary Public, State of Texas

EXHIBIT "A"

County: Bexar
Parcel No.: 25
Project: FM1516
RCSJ: 1477-01-044
Limits: From FM78 To IH 10
Half AVO: 31943A

Page 1 of 5
January 28, 2020

PROPERTY DESCRIPTION FOR PARCEL 25

BEING A 0.083 OF ONE ACRE (3,593 SQUARE FEET) PARCEL OF LAND OUT OF THE ANTONIO AMANDOR SURVEY NO. 312, ABSTRACT NO. 1177, BEXAR COUNTY, TEXAS, SAME BEING THE REMAINDER OF A CALLED 80 ACRES TRACT OF LAND DESCRIBED IN A DEED FROM ADELA COERS TO F. H. COERS, DATED JANUARY 03, 1908, OF RECORD IN VOLUME 282, PAGE 62, DEED RECORDS OF BEXAR COUNTY, TEXAS (D.R.B.C.T); SAID 0.083 OF ONE ACRE (3,593 SQUARE FEET) TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1-inch iron pipe found at the northeasterly corner of a 1.29 acre tract described as Tract 3 in a Correction General Warranty Deed from Cynthia a. Warner to Texas conference Association of Seventh Day Adventists, dated November 25, 2003, of record in Volume 10580, Page 2161, O.P.R.R.P.B.C.T., same being the northwesterly corner of that certain called 25.811 acre tract described in said Deed to Texas Conference Association of Seventh Day Adventists; said point being 255.75 feet left of proposed F.M. 1516, Engineer's Centerline Station (E.C.S.) 170+38.70, said point having coordinates of N=13,729,172.00 and E=2,188,500.13;

THENCE, with the northerly line of said 1.29 acre tract, North 74°33'08" West (CALLED South 74°16'55" East), a distance of 219.10 feet to a 1/2-inch iron rod with aluminum cap marked "TX DEPT OF TRANSPORTATION R.O.W. MONUMENT" set** 85.00 feet left of E.C.S. 169+20.37, for the **POINT OF BEGINNING** and southeasterly corner of the tract described herein, said point having coordinates of N=13,729,230.36 and E=2,188,288.94;

1) **THENCE**, continuing with the northerly line of said 1.29 acre tract and southerly line of the tract described herein, North 74°33'08" West (CALLED South 74°16'55" East), a distance of 94.88 feet passing a 1/2-inch iron pipe found, in all a total distance of 95.07 feet to a calculated point in the easterly right-of-way line of F.M. 1516, a variable width right-of-way, for the northwesterly corner of said 1.29 acre tract and the southwestly corner of the tract described herein;

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January 28, 2020

PROPERTY DESCRIPTION FOR PARCEL 25

2) **THENCE**, with said existing easterly right-of-way line of F.M. 1516, with the westerly line of the tract described herein, North $21^{\circ}44'34''$ West, a distance of 51.91 feet to a calculated point for the southwesterly corner of Lot 1, Block 1, Judson I.S.D. New Converse Elementary School, a subdivision of record in Volume 9577, Page 48, Plat Records of Bexar County, Texas (P.R.B.C.T.), for the northwesterly corner of the tract described herein;

3) **THENCE**, with the northerly line of the tract described herein, same being the southerly line of said Lot 1, Block 1, Judson I.S.D. New Converse Elementary School, with the southerly line of the tract described herein, South $71^{\circ}49'37''$ East, (CALLED North $71^{\circ}51'55''$ West), at a distance of 1.80 feet passing a 1/2-inch iron rod found with "Baker Surveying" cap, at a distance of 78.95 feet passing a 1/2-inch iron rod with aluminum cap marked "TX DEPT OF TRANSPORTATION R.O.W. MONUMENT" set** 76.00 feet left of the proposed F.M. 1516 E.C.S. 168+62.17, in all a total distance of 91.93 feet to a 1/2-inch iron rod with aluminum cap marked "TX DEPT OF TRANSPORTATION R.O.W. MONUMENT" set** 85.00 feet left of proposed F.M. 1516 E.C.S. 168+71.53, for the northeasterly corner of the tract described herein, from which point a 1/2-inch iron rod found for an angle point in the southerly line of said Lot 1, Block 1, bears South $71^{\circ}49'37''$ East, a distance of 290.15 feet;

4) **THENCE**, with the proposed easterly right-of-way line of F.M. 1516, over and across said remainder tract, South $27^{\circ}57'44''$ East, a distance of 26.44 feet to a 1/2-inch iron rod with aluminum cap marked "TX DEPT OF TRANSPORTATION R.O.W. MONUMENT" set** 85.00 feet left of proposed F.M. 1516 E.C.S. 168+97.97, for the beginning of a curve to the right;

5) **THENCE**, continuing with the proposed easterly right-of-way line of F.M. 1516, over and across said remainder tract, 24.23 feet along the arc of a curve to the right, with a radius of 1125.00 feet, a central angle of $01^{\circ}14'02''$, and whose chord bears South $27^{\circ}20'43''$ East, a distance of 24.23 feet to the **POINT OF BEGINNING** and containing 0.053 of one acre (2,292 square feet) of land within these metes and bounds.

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January 28, 2020

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NOTES:


Basis of bearings is the Texas Coordinate System of 1983, South Central Zone 4204 (NAD83/2011). All coordinates and distances shown hereon are surface and may be converted to grid by dividing by the surface adjustment factor of 1.00017. This survey was performed using VRS and holding TxDOT RRP2 TXAN – San Antonio. Units: U.S. Survey Feet.

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

**This monument may be set/ replaced by a TXDOT Type II right-of-way monument upon completion of the highway construction project under the supervision of a RPLS either employed or retained by TXDOT

Access will be permitted to the remainder property abutting the highway facility.

I, Dan H. Clark, a Registered Professional Land Surveyor, do hereby certify that the above description and the accompanying plat of even date herewith, are 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.



Dan H. Clark, R.P.L.S.
Registered Professional Land Surveyor
Texas Registration No. 6011
Halff Associates, Inc., TBPLS Firm No. 10029607
9500 Amberglen Blvd., Bldg. F, Suite 125
Austin, Texas 78729
512-777-4600

1/28/2020
Date



EXHIBIT "A"

GRAPHIC SCALE
1"=50'



CITY OF CONVERSE
20" WATERLINE ESMT.
VOL. 6950, PG. 1689
O. P. R. R. P. B. C. T.

ANTONIO AMADOR
SURVEY NO. 312,
ABSTRACT NO. 1177

A F. H. COERS
REMAINDER OF A
CALLED 80 ACRES
VOL. 282, PG. 62
D. R. B. C. T.

CENTERLINE OF E. C. S.
CURVE INFORMATION
PI STA. 163+26.25
N= 13729748.05
E= 2187918.17
D= 6° 01' 52"
Δ= 42° 52' 58" (LT)
R= 950.00'
T= 373.09'
L= 711.02'
CB= S06° 31' 16"E
CD= 694.54'

UNITED GAS UTILITY
PIPELINE COMPANY ESMT.
VOL. 2891, PG. 98
D. R. B. C. T.

CENTERLINE OF E. C. S.
CURVE INFORMATION
PI STA. 173+12.05
N= 13728846.29
E= 2188396.89
D= 5° 30' 33"
Δ= 43° 25' 13" (RT)
R= 1040.00'
T= 414.08'
L= 788.14'
CB= S06° 15' 08"E
CD= 769.41'

JUDSON INDEPENDENT SCHOOL
DISTRICT NEW CONVERSE
ELEMENTARY SCHOOL
LOT 1, BLOCK 1
CALLED 22.14 ACRES
VOL. 9577, PG. 48
P. R. B. C. T.

EASEMENT AGREEMENT TO
CITY OF CONVERSE
VOL. 13958, PG. 1216
O. P. R. R. P. B. C. T.

ELECTRIC LINE
R. O. W. EASEMENT TO
CITY OF SAN ANTONIO
VOL. 14107, PG. 1985
& VOL. 14172, PG. 2470
O. P. R. B. C. T.

P. O. B.
STA. 169+20.37
O/S 85.00' LT
N=13729230.36
E=2188288.94

EASEMENT AGREEMENT TO
CITY OF CONVERSE
VOL. 139933, PG. 66
O. P. R. R. P. B. C. T.

ELECTRIC LINE R. O. W.
AGREEMENT TO
CITY OF SAN ANTONIO
VOL. 14107, PG. 1948 &
VOL. 14172, PG. 2464
O. P. R. B. C. T.

P. O. C.
1" IRON PIPE
STA. 170+38.70
O/S 255.75' LT
N=13729172.00
E=2188500.13

TEXAS CONFERENCE
ASSOCIATION OF
SEVENTH
DAY ADVENTISTS
TRACT III
CALLED 1.29 ACRES
VOL. 10580, PG. 2161
O. P. R. R. P. B. C. T.

BLOCK 14
LOT 109

DOVER PLAT ESTABLISHING UNIT -5
CALLED 13.592 ACRES
BOOK 99532, PG. 178
P. R. B. C. T.

LOT 110

LEGEND

- TXDOT TYPE I MONUMENT FOUND - AS NOTED
- TXDOT TYPE II MONUMENT FOUND - AS NOTED
- ⊠ 1/2" IRON ROD WITH ALUMINUM CAP MARKED "TX DEPARTMENT OF TRANSPORTATION R.O.W. MONUMENT" SET**
- 1/2" IRON ROD FOUND - AS NOTED
- ⊕ PK NAIL WITH SHINER STAMPED "TXDOT" SET IN CONCRETE ** - AS NOTED
- ⊗ "X" FOUND IN CURB
- △ CALCULATED POINT
- ⊙ FIRE HYDRANT
- ⊙ POWER POLE
- ⊙ WASTE WATER MANHOLE
- O. P. R. R. P. B. C. T. OFFICIAL PUBLIC RECORDS REAL PROPERTY OF BEXAR COUNTY, TEXAS
- O. P. R. B. C. T. OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS
- D. R. B. C. T. DEED RECORDS OF BEXAR COUNTY, TEXAS
- P. R. B. C. T. PLAT RECORDS OF BEXAR COUNTY, TEXAS
- P. O. C. POINT OF COMMENCEMENT
- P. O. B. POINT OF BEGINNING
- R. O. W. RIGHT-OF-WAY
- PROPERTY LINE
- OVERHEAD ELECTRIC
- APPROXIMATE LOCATION OF SURVEY LINE
- ACCESS DENIAL LINE



9500 AMBERGLEN BLVD
BLDG F, SUITE 125
AUSTIN, TEXAS 78729-1102
TEL (512) 777-4600
FAX (512) 252-8141
TBPLS FIRM NO. 10029607



| REVISION | | |
|----------|------|-------------|
| NO. | DATE | DESCRIPTION |
| - | - | - |
| - | - | - |

| PARENT TRACT ACREAGE | ACQUISITION | REMAINDER |
|--------------------------------|---|-------------------------------|
| **0.506 AC. (22,025 SQ.FT.) | 168+62.17 TO 169+20.37 0.083 AC. LT 3,593 SQ.FT. | 0.423 AC. RT 18,432 SQ.FT. |

| PARCEL PLAT SHOWING PARCEL 25 | | | | | | |
|-------------------------------|--------------------|-------------------------|-------------|-------------|---------|----------|
| SCALE | FED. RD. DIV. NO. | STATE | COUNTY | HIGHWAY NO. | | |
| 1" = 50' | 6 | TEXAS | BEXAR | FM 1516 | | |
| DATE | STATE DISTRICT NO. | FEDERAL AID PROJECT NO. | CONTROL NO. | SECTION NO. | JOB NO. | PAGE NO. |
| 03/2019 | 15 | | 1477 | 01 | 044 | 4 OF 5 |

