

POSSESSION AND USE AGREEMENT FOR TRANSPORTATION PURPOSES

STATE OF TEXAS

§

Parcel No.: 4

COUNTY OF WILLIAMSON

§

§

Project: Corridor H

This Possession and Use Agreement For Transportation Purposes (the "Agreement") between WILLIAMSON COUNTY, TEXAS ("County"), and BUSTLE INVESTMENT GROUP, L.L.C. (the "Grantor" whether one or more), grants to the County, their 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 Corridor H and related appurtenances and utility relocations (the "Roadway Construction Project"). The property subject to this Agreement is described more fully in field notes, plat map, or other description attached as "Exhibit A" and 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 **\$132,526.80**. The Grantor agrees that this sum represents adequate and full compensation for the possession and use of the Property. The County 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 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 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 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 and, upon written notice from the County, the Grantor will promptly refund the overpayment to the County.

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 County, 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 GF No. 1952115-KFO, issued January 22, 2021 by Independence Title (and any subsequent updates prior to the Effective Date) by Independence Title, and that proper releases, if any, will be executed for the Property prior to funds being disbursed under this Agreement. The Grantor further warrants that no other person or entity owns an interest in the fee title to the Property and further agrees to indemnify the County from all unreleased or undisclosed liens, claims or encumbrances affecting the Property.

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

- A. Visible and apparent easements not appearing of record;
 - B. Any discrepancies, conflicts or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show; and,
 - C. Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the Property, but only to the extent that said items are still valid and in force and effect at this time.
5. The parties agree that the valuation date for determining the amount of just compensation for the real property interest proposed to be acquired by the County in the Property, for negotiation or eminent domain proceeding purposes, will be the Effective Date.
 6. This Agreement is made with the understanding that the County 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 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 award. Any interest accrual penalties will be deferred by the County until 90 days after entry of judgment.

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 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 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 until the Effective Date, including prorated taxes until the Effective Date for the year in which the County takes possession to the Property.
11. Notwithstanding the acquisition of 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 within sixty (60) days after filing of said Award, 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.
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 County will record this document.
14. Other conditions: N/A
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:

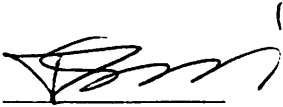
Tenants: _____

At no time during the possession of the Property by 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 for its current

uses, 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:



ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF TRAVIS

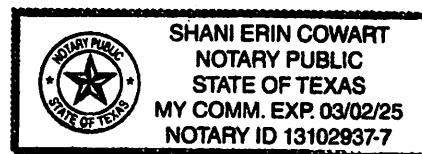
This instrument was acknowledged before me on this the 16 day of MAY, 2021 by SRINIVASA TATINENI, in the capacity and for the purposes and consideration recited herein.



Notary Public, State of Texas

Printed Name: SHANI COWART

My Commission Expires:



COUNTY:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

ACKNOWLEDGMENT

**STATE OF TEXAS
COUNTY OF WILLIAMSON**

This instrument was acknowledged before me on this the ____ day of _____, 2021 by Bill Gravell, Jr., County Judge of Williamson County, Texas, in the capacity and for the purposes and consideration recited herein.

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

EXHIBIT "A"

County: Williamson
Parcel No.: 4
Highway: C.R. 175 (Sam Bass Road)
Limits: From: F.M. 1431
To: 1,000' East of Wyoming Springs Drive

Page 1 of 4
July 24, 2020

PROPERTY DESCRIPTION FOR PARCEL 4

DESCRIPTION OF A 0.366 ACRE (15,941 SQ. FT.) PARCEL OF LAND LOCATED IN THE W. ANDERSON SURVEY, ABSTRACT 15, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A LOT 4, SPANISH OAKS TERRACE, PHASE TWO, A SUBDIVISION OF RECORD IN CABINET C, SLIDE 48, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS (P.R.W.C.TX.), DESCRIBED IN A DEED TO BUSTLE INVESTMENT GROUP, LLC, RECORDED SEPTEMBER 13, 2019 IN DOCUMENT NO. 2019092139, OFFICAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.); SAID 0.366 ACRE (15,941 SQ. FT.) PARCEL, AS SHOWN ON A PLAT PREPARED BY SAM, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod found 488.29 feet right of County Road 175 (Sam Bass Road) Engineer's Centerline Station (E.C.S.) 261+37.48, for the southwest corner of said Lot 4, same being the southeast corner of Lot 5 of said Spanish Oaks Terrace Subdivision, described as a called 4.34 acre tract of land in a deed to Bustle Investment Group, LLC, recorded in Document No. 2018024886, O.P.R.W.C.TX.;

THENCE N 69°42'58" E, with the common line of said Lot 4 and Lot 3 of said Spanish Oaks Terrace Subdivision, described in a deed to Bustle Investment Group, LLC, recorded in Document No. 2019125401, O.P.R.W.C.TX., a distance of 424.30 feet to a calculated point** (Surface Coordinates: N=10,171,710.70, E=3,106,908.89) 64.00 feet right of Sam Bass Road E.C.S 261+40.67 on the proposed west right-of-way line of Sam Bass Road, for the southwest corner and **POINT OF BEGINNING** of the parcel described herein;

THENCE departing the common line of said Lot 4 and said Lot 3, with the proposed west right-of-way line of said Sam Bass Road, over and across said Lot 4, the following two (2) courses and distances numbered 1-2:

1) N 20°42'48" W, a distance of 346.18 feet to a calculated point** 64.00 feet right of Sam Bass Road E.C.S. 257+94.49, and

2) N 65°42'44" W, a distance of 102.93 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 136.78 feet right of Sam Bass Road E.C.S. 257+21.71 on the existing south right-of-way line of FM 1431 (E. Whitestone Blvd), a variable width right-of-way, recorded in Volume 875, Page 131, Deed Records of Williamson County, Texas (D.R.W.C.TX.), for the northwest corner of the parcel described herein, said point being the beginning of a curve to the right;

3) **THENCE** departing the proposed west right-of-way line of said Sam Bass Road with the existing south right-of-way line of said FM 1431 and said curve to the right, for an arc distance of 102.38 feet, through a central angle 00°46'41", having a radius of 7,539.44 feet, and a chord that bears N 69°10'22" E, a distance of 102.38 feet to a 5/8-inch iron rod found bent on the existing west right-of-way line of Sam Bass Road, a variable width right-of-way, no recorded information found, for the northeast corner of said Lot 4 and the parcel described herein;

4) **THENCE** S 21°16'39" E, departing the existing south right-of-way line of said FM 1431, with the existing west right-of-way line of said Sam Bass, a distance of 419.43 feet to a calculated point, for the northeast corner of said Lot 3, same being the southeast corner of said Lot 4 and the parcel described herein;

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July 24, 2020

EXHIBIT "A"

C.R. 175 (SAM BASS RD)

SAM BASS ROAD
ENGINEER'S CENTERLINE

(VARIABLE WIDTH R.O.W)
(NO RECORD INFORMATION FOUND)

260+00 263+00
S20° 42' 48" E 1,634.35'

W. ANDERSON SURVEY
ABSTRACT 15

POT 256+22.51
FM 1431 (E. WHITESTONE BLVD)
VARIABLE WIDTH R.O.W.

5/8" BENT

EXISTING R.O.W. S21° 16' 39" E 419.43'

(4) (0.366 AC.)

WATERLINE EASEMENT
DOC. NO. 2007103234
O.P.R.W.C.TX.

**UNABLE TO SET
AT TIME OF SURVEY
257+94.49
64.00' RT

0.096 AC.
10' EASEMENT FOR
FUTURE ROAD WIDENING
CABINET C, SLIDE 48
P.R.W.C.TX.

P.O.B.
**UNABLE TO SET
AT TIME OF SURVEY
N=10,171,710.70
E=3,106,908.89
261+40.67
64.00' RT

BUSTLE INVESTMENT GROUP, LLC
RECORDED SEPTEMBER 13, 2019
DOC. NO. 2019092139
O.P.R.W.C.TX.

BUSTLE INVESTMENT GROUP, LLC
DOC. NO. 2019125401
O.P.R.W.C.TX.

LOT 4
SPANISH OAKS TERRACE
PHASE 2
CABINET C, SLIDE 48
P.R.W.C.TX.

LOT 3
SPANISH OAK TERRACE
PHASE TWO
CABINET C, SLIDE 48
P.R.W.C.TX.

ELECTRIC LINE EASEMENT
DOC. NO. 2019046981
O.P.R.W.C.TX.

10' EASEMENT FOR
FUTURE ROAD WIDENING
CABINET C, SLIDE 48
P.R.W.C.TX.

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	00° 46' 41" RT	7,539.44'	102.38'	102.38'	N69° 10' 22" E
(C1)	(RT)	(7539.44')	(102.38')	(102.38')	(N69° 10' 22" E)

LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	N65° 42' 44" W	102.93'
L2	S69° 42' 58" W	33.73'

10' P.U.E.

BUSTLE INVESTMENT GROUP, LLC
CALLED 4.34 ACRES
DOC. NO. 2018024886
O.P.R.W.C.TX.

P.O.C.
261+37.48
488.29' RT

LOT 5
SPANISH OAKS TERRACE
PHASE 2
CABINET C, SLIDE 48
P.R.W.C.TX.

PAGE 3 OF 4
REF. FIELD NOTE NO. 45808

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EXISTING	4.36 AC.	ACQUIRE	0.366 AC.	REMAINING	3.994 AC. RIGHT
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4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
BUSTLE INVESTMENT GROUP, LLC
PARCEL 4
0.366 AC. (15,941 SQ. FT.)

100 0 50 100
GRAPHIC SCALE
SCALE: 1" = 100'
WILLIAMSON COUNTY, TEXAS

LEGEND

EXHIBIT "A"

- 5/8" IRON ROD SET WITH ALUMINUM CAP
STAMPED "WILLIAMSON COUNTY"
- 1/2" IRON ROD FOUND UNLESS NOTED
- FENCE POST (TYPE NOTED)
- △ CALCULATED POINT
- ℙ PROPERTY LINE
- () RECORD INFORMATION
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCING
- P.O.R. POINT OF REFERENCE
- N.T.S. NOT TO SCALE
- D.R.W.C.TX. DEED RECORDS OF
WILLIAMSON COUNTY, TEXAS
- O.R.W.C.TX. OFFICIAL RECORDS OF
WILLIAMSON COUNTY, TEXAS
- O.P.R.W.C.TX. OFFICIAL PUBLIC RECORDS OF
WILLIAMSON COUNTY, TEXAS
- 1 --- DISTANCE NOT TO SCALE
- 1 --- DEED LINE (COMMON OWNERSHIP)

NOTES:

1. ALL BEARINGS SHOWN ARE BASED ON NAD83/2011/NAVD88 TEXAS COORDINATE SYSTEM, CENTRAL ZONE. ALL DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.00012. ALL COORDINATES SHOWN ARE IN SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE SAME FACTOR. PROJECT UNITS ARE IN U.S. SURVEY FEET.
2. THIS SURVEY WAS COMPLETED WITH THE BENEFIT OF TITLE REPORT, PROVIDED BY TITLE RESOURCES GUARANTY COMPANY, GF NO. 1952115, EFFECTIVE DATE DECEMBER 23, 2019, AND ISSUED DATE JANUARY 3, 2020. THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.
3. SAM BASS ROAD ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM KFRIESE. SCHEMATIC RECEIVED BY SAM, LLC. IN APRIL, 2019.
4. THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.
- * AREA CALCULATED BY SAM, LLC.
- **UNABLE TO SET AT TIME OF SURVEY, 5/8" IRON ROD WITH AN ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" MAY BE SET UPON COMPLETION OF THE ROAD CONSTRUCTION PROJECT UNDER THE SUPERVISION OF A REGISTERED PROFESSIONAL LAND SURVEYOR.

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Marvin Dearbonne Jr.
MARVIN DEARBONNE JR.
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 5697, STATE OF TEXAS

24 JULY 2020
DATE



SCHEDULE B:

THIS SURVEY HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. 1952115, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE DECEMBER 23, 2019, AND ISSUED DATE JANUARY 3, 2020.

1. RESTRICTIVE COVENANTS: CABINET C, SLIDE 48, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, DOCUMENT NO. 199938819, DOCUMENT NO. 2004067953, DOCUMENT NO. 2017024684, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

10A. 10' IN WIDTH ALONG STREETSIDE PROPERTY LINES FOR FUTURE ROAD WIDENING EASEMENT RECORDED IN CABINET C, SLIDE 48, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

B. 10' IN WIDTH ALONG ALL BOUNDARY LINES FOR PUBLIC UTILITIES EASEMENT RECORDED IN CABINET C, SLIDE 48, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

C. ELECTRC/TELEPHONE EASEMENT TO PEDERNALES ELECTRIC COOPERATIVE, INC. RECORDED IN VOLUME 601, PAGE 107, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, UNPLOTTABLE, MAY AFFECT.

D. ELECTRC LINE EASEMENT TO LCRA TRANSMISISON SERVICES CORPORATION RECORDED IN DOCUMENT NO. 2019046981, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

E. TERMS, CONDITIONS, AND STIPULATIONS IN THE INTERLOCAL AGREEMENT AS EVIDENCED IN AMENDMENT RECORDED IN DOCUMENT NO. 2006047401, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

F. ANY AND ALL PORTION OF THE SUBJECT PROPERTY LYING WITHIN THE BOUNDARIES OF A PUBLIC OR PRIVATE ROADWAY.

G. ALL LEASES, GRANTS, EXCEPTION OR RESERVATION OF COAL, LIGNITE, OIL, GAS AND OTHER MINERAL, TOGETHER WITH ALL RIGHTS, PRIVILEGES, AND IMMUNITIES RELATING THERETO APPEARING IN THE PUBLIC RECORDS WHETHER LISTED IN SCHEDULE B OR NOT. THERE MAY BE LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF MINERAL INTEREST THAT ARE NOT LISTED.

H. RIGHTS OF PARTIES IN POSSESSION. (OWNER POLICY)

I. ANY VISIBLE AND APPARENT EASEMENT, EITHER PUBLIC OR PRIVATE, LOCATED ON OR ACROSS THE LAND, THE EXISTENCE OF WHICH IS NOT DISCLOSED BY THE PUBLIC RECORDS AS HEREIN DEFINED.

J. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARAIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND.

K. RIGHT OF TENANTS, AS TENANTS ONLU, UNDER ANY AND ALL UNRECORDED LEASES OR RENTAL AGREEMENTS.

FILE: \\saminc\aus\PROJECTS\1017038216\100\Survey\03Exhibits\4\PLAT\00\P-4.dgn

EXISTING	4.36 AC.	ACQUIRE	0.366 AC.	REMAINING	3.994 AC.	RIGHT
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4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
BUSTLE INVESTMENT GROUP, LLC
PARCEL 4
0.366 AC. (15,941 SQ. FT.)

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REF. FIELD NOTE NO. 45808