

POSSESSION AND USE AGREEMENT FOR TRANSPORTATION PURPOSES

STATE OF TEXAS

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Parcel No.: 82

COUNTY OF WILLIAMSON

§

Project: FM 3349 / South East Loop

This Possession and Use Agreement For Transportation Purposes (the "Agreement") between **WILLIAMSON COUNTY, TEXAS** (the "County"), and **JONAH WATER SPECIAL UTILITY DISTRICT** (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 portions of the Grantor's property for the purpose of constructing the FM 3349 / South East Loop Project 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 or otherwise agreed to 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 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 and Grantee covenants, warranties, and obligations under this Agreement, the County and Grantor agree to postpone proceeding with a formal condemnation suit so that the parties may engage in additional good faith efforts to negotiate all available monetary and non-monetary compensation alternatives for acceptable conveyance of the Property upon terms which are acceptable to the parties herein. The County will be entitled to take possession and use of the Property upon full execution and recording of this document by County in the Official Records of Williamson County, subject to the conditions in paragraph 13 below, if any. The parties agree that the conditions and representations in this Agreement represent adequate and full compensation for the possession and use of the Property.
3. The effective date of this Agreement will be the date on which the final required party executes the Agreement (the "Effective Date").

4. The Grantor warrants and represents by, through, or under Grantor but not otherwise, that the title to the Property is free and clear of all liens and encumbrances (and any subsequent updates prior to the Effective Date), and that proper releases will be executed for the Property prior to funds being disbursed under this Agreement. The Grantor further warrants that no other person or entity owns an interest in the fee title to the Property and further agrees to indemnify the 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 as of the Effective Date.
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 of this Agreement.
 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, except as such removal or construction of improvements may impact or damage the Remainder. 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. Payment of any interest may be deferred by the County until sixty (60) 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 and Grantee to continue negotiations for monetary and/or non-monetary alternative forms of compensation for the Property which is acceptable to both parties. 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 undersigned Grantor agrees to pay as they become due, all unpaid ad valorem property taxes and special assessments assessed against Property as of the Effective Date.
10. 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, 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.
11. This Agreement will also extend to and bind the heirs, devisees, executors, administrators, legal representatives, successors in interest and assigns of the parties.
12. It is agreed the County will record this document.
13. Other conditions:
 - (a) If Grantor determines in good faith that that parties are unable to agree upon any monetary or non-monetary compensation to acquire the Property, upon written request from Grantor the County shall proceed with any remaining statutory prerequisites to filing a condemnation suit to acquire the Property, and shall schedule a Special Commissioners hearing for any legally available acquisition of the Property within one hundred twenty (120) days following such request.
 - (b) Should there be a Special Commissioners' Award ("Award") in any future condemnation suit to acquire the Property, the County shall tender the amount of such Award to the registry of the court within 30 (thirty) days of the date that the Award document is filed with the applicable court.

14. 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 (if any) recited herein:

Tenants: 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 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.

[signature pages follow]

GRANTOR:

JONAH WATER SPECIAL UTILITY DISTRICT

By: [Signature]

Name: Bill Brown

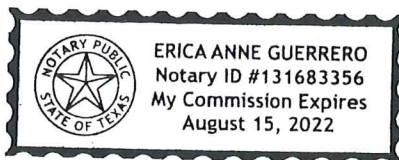
Its: General Manager

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF Williamson

This instrument was acknowledged before me on this the 2 day of September, 2021 by Bill Brown General Manager, in the capacity and for the purposes and consideration recited herein.



[Signature]
Notary Public, State of Texas

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

EXHIBIT A
PROPERTY DESCRIPTION FOR PARCEL 82

DESCRIPTION OF A 10.314 ACRE (449,267 SQUARE FOOT), TRACT OF LAND SITUATED IN THE J. J. STUBBLEFIELD SURVEY, ABSTRACT NO. 562 AND THE JAMES C. EAVES SURVEY, ABSTRACT NO. 213 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 13.18 ACRE TRACT OF LAND DESCRIBED IN WARRANTY DEED TO JONAH WATER SPECIAL UTILITY DISTRICT RECORDED IN DOCUMENT NO. 2002103516 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 10.314 ACRE (449,267 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod with aluminum cap stamped "ROW 4933" set (Grid Coordinates determined as N=10,175,368.33, E=3,193,196.74 TxSPC Zone 4203) set, in the proposed westerly Right-of-Way (ROW) line of F.M. 3349 (variable width ROW), being the southerly boundary line of said 13.18 acre tract, same being in the northerly boundary line of Lot 1 (1.699 acre) depicted on the Final Plat of the Gene Rydell Estate, a subdivision of record in Cabinet EE, Slide 384 of the Plat Records of Williamson County, Texas and cited in Special Warranty Deed to Elisabeth Henning recorded in Document No. 2017064299 of the Official Public Records of Williamson County, Texas, for the southwesterly corner and **POINT OF BEGINNING** of the herein described parcel, and from which, an iron rod with plastic cap stamped "3879" found, being the northwesterly corner of said Lot 1, same being the southwesterly corner of said 13.18 acre tract, same being the easterly boundary line of that called 89.57 acre tract of land described in Special Warranty Deed to Hutto Economic Development Corporation Type B recorded in Document No. 2018034308 of the Official Public Records of Williamson County, Texas, bears with the common boundary line of said Lot 1 and said 13.18 acre tract, N 81°19'43" W, at a distance of 187.28 feet;

THENCE, departing said Lot 1, through the interior of said 13.18 acre tract, with said proposed westerly ROW line, the following two (2) courses:

- 1) **N 01°46'35" W**, for a distance of **379.65** feet to an iron rod with aluminum cap stamped "ROW 4933" set, for the beginning of a non-tangent curve to the left;
- 2) Along said curve to the left, having a delta angle of **22°27'21"**, a radius of **1,032.00** feet, an arc length of **404.47** feet and a chord which bears **N 36°31'27" W**, for a distance of **401.88** feet to an iron rod with aluminum cap stamped "ROW 4933" set, being the westerly boundary line of said 13.18 acre tract, same being in the easterly boundary line of said 89.57 acre tract, for a point of non-tangency, and from which, an iron rod with plastic cap (illegible) found being an angle point in said common boundary line bears **S 14°52'11" E**, at a distance of 400.52 feet;
- 3) **THENCE**, departing said proposed westerly ROW line, with the common boundary line of said 13.18 acre tract and said 89.57 acre tract, **N 14°52'11" W**, for a distance of **235.22** feet to an iron rod with plastic cap stamped "SAM INC" found in the southerly ROW line the Union Pacific Rail Road (UPRR) (200' ROW width) as depicted by Right Of Way and Track Map International & Great Northern Ry. maps dated June 30, 1917 (Map V-7B Pg. T39/15), for the northwesterly corner of the herein described parcel, and from which, an iron rod with plastic cap stamped "SAM INC" found, being the northeasterly corner of that called 2.64 acre tract of land described in Special Warranty Deed to said Hutto Economic Development Corporation Type B recorded in Document No. 2018057533 of the Official Public Records of Williamson County, Texas, same being an ell corner in said northerly boundary line of the 89.57 acre tract, bears **S 77°19'11" W**, at a distance of 252.36 feet;

County: Williamson
Parcel: 82
Project: FM 3349

June 23, 2021
Page 2 of 4

- 4) **THENCE**, with said southerly UPRR ROW line, same being the northerly boundary line of said 13.18 acre tract, **N 77°19'11" E**, for a distance of **717.81** feet to the calculated northeasterly corner of said 13.18 acre tract in the existing westerly ROW line of F.M. 3349 (100' ROW width), same being in the westerly line of that called 3.2375 acre ROW tract described in Deed to the State of Texas recorded in Volume 673, Page 200 of the Deed Records of Williamson County, Texas, for the northeasterly corner of the herein described parcel;
- 5) **THENCE**, with said existing westerly ROW line, being the easterly boundary line of said 13.18 acre tract, same being said westerly line of the 3.2375 acre ROW tract, **S 07°16'48" W**, for a distance of **1,133.89** feet to a broken TxDOT Type 1 ROW monument found, being the southeasterly corner of said 13.18 acre tract, same being the northeasterly corner of said Lot 1, for the southeasterly corner of the herein described parcel, and from which, an iron rod with plastic cap stamped "'1433" found, being the southeasterly corner of said Lot 1, bears **S 07°35'28" W**, at a distance of **162.92** feet;
- 6) **THENCE**, departing said existing westerly ROW line, with the southerly boundary line of said 13.18 acre tract, being the northerly boundary line of said Lot 1, **N 81°19'43" W**, for a distance of **248.14** feet to the **POINT OF BEGINNING**, containing 10.314 acre, (449,267 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 §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

That I, M Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct 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.

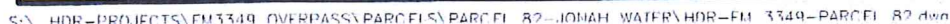
M. Stephen Truesdale
M Stephen Truesdale
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics, LLC
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681

25 June 2021

Date



06/23/2021



LEGEND PLAT TO ACCOMPANY DESCRIPTION

06/23/2021

○	IRON ROD WITH ALUMINUM CAP STAMPED "ROW 4933" SET	↔	DENOTES COMMON OWNERSHIP
⊙	IRON ROD WITH PLASTIC CAP FOUND - AS NOTED	P.O.B.	POINT OF BEGINNING
●	1/2" IRON ROD FOUND	P.O.R.	POINT OF REFERENCE
■	TxDOT TYPE I CONCRETE MONUMENT FOUND	()	RECORD INFORMATION
△	CALCULATED POINT	P.R.W.C.T.	PLAT RECORDS
ℙ	PROPERTY LINE		WILLIAMSON COUNTY, TEXAS
— — —	LINE BREAK	D.R.W.C.T.	DEED RECORDS
			WILLIAMSON COUNTY, TEXAS
		O.R.W.C.T.	OFFICIAL RECORDS
			WILLIAMSON COUNTY, TEXAS
		O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS
			WILLIAMSON COUNTY, TEXAS

I) 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 GF NO. 2056215-KFO, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE OCTOBER 9, 2020, ISSUE DATE OCTOBER 20, 2020.

IOG. EASEMENT TO E.N LUNBERG RECORDED IN VOLUME 161, PAGE 212, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

H. RESERVATION OF RIGHTS OF WAYS AS SET FORTH IN VOLUME 164, PAGE 294, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

I. RESERVATION OF WATER RIGHTS OF WAYS AS SET FORTH IN VOLUME 199, PAGE 592, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

J. ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 288, PAGE 35, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.

K. ELECTRIC POWER LINE AND COMMUNICATIONS LINE EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 448, PAGE 561, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

L. WATER LINES (BLANKET TYPE) EASEMENT TO JONAH WATER SUPPLY CORP. RECORDED IN VOLUME 599, PAGE 611, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

M. CHANNEL OR DRAINAGE EASEMENT TO THE STATE OF TEXAS RECORDED IN VOLUME 669, PAGE 353, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

N. ELECTRIC DISTRIBUTION LINE AND TELEPHONE LINE EASEMENT TO TEXAS POWER & LIGHT COMPANY AND SOUTHWESTERN BELL RECORDED IN VOLUME 711, PAGE 845, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

O. ELECTRIC DISTRIBUTION LINE AND TELEPHONE LINE EASEMENT TO TEXAS POWER & LIGHT COMPANY AND SOUTHWESTERN BELL RECORDED IN VOLUME 747, PAGE 132, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

P. WATER LINES EASEMENT TO JONAH WATER SUPPLY CORPORATION RECORDED IN VOLUME 1447, PAGE 200, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.

R. NOTICE REGARDING ORDINANCE NO. 2006-27R - EXTRATERRITORIAL JURISDICTION OF HUTTO RECORDED IN DOCUMENT NO. 2006045188 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

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

M. Stephen Truesdale 25 June 2021

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, TEXAS 78681



INLAND GEODETICS, LLC PROFESSIONAL LAND SURVEYORS 1504 CHISHOLM TRAIL RD, STE. 103 ROUND ROCK, TX, 78681 TEL (512) 238-1200, FAX (512) 238-1251 FIRM REGISTRATION NO. 100591-00	PARCEL PLAT SHOWING PROPERTY OF JONAH WATER SPECIAL UTILITY DISTRICT		PARCEL 82
	SCALE 1" = 200'	WILLIAMSON COUNTY	PROJECT FM 3349