

**POSSESSION AND USE AGREEMENT FOR TRANSPORTATION/UTILITY  
PURPOSES**

<b>STATE OF TEXAS</b>	§	
	§	Parcel No.: 21WE (P2.3)
<b>COUNTY OF WILLIAMSON</b>	§	Project: CR111/Westinghouse Road

This Possession and Use Agreement For Transportation Purposes (the "Agreement") between **WILLIAMSON COUNTY, TEXAS and JONAH WATER SPECIAL UTILITY DISTRICT** (collectively the "County"), and **R040062, LP, a Texas limited partnership** (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 County Road 111/Westinghouse Road 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 "Exhibits "A-B") 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 possession and use of the Property for the purpose of constructing 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 proceedings 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 an easement interest in the Property. The Grantor reserves all rights of compensation for the proposed easement 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 the proposed easement 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: \_\_\_\_\_

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:**

R040062, LP,  
a Texas limited partnership

By: *[Signature]*

Name: *Louis Mertz*

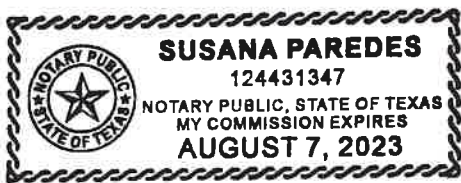
Its: *Manager*

**ACKNOWLEDGMENT**

STATE OF *Texas*

COUNTY OF *Harris*

This instrument was acknowledged before me on this the *18<sup>th</sup>* day of *February*, 2022 by *Susana Paredes*, 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 \_\_\_\_\_, 2022 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"

Page 1 of 2  
Proj No. 22009  
April 26, 2021

Parcel 21 WE – Part 2  
0.520 AC Easement  
John McQueen Survey  
Abstract No. 426  
Williamson County, Texas

## DESCRIPTION OF EASEMENT: PARCEL 21 WE-PART 2

DESCRIPTION OF A 0.520 ACRE TRACT OF LAND LOCATED IN THE JOHN MCQUEEN SURVEY, ABSTRACT 426, WILLIAMSON COUNTY, TEXAS, BEING OUT OF THAT CERTAIN CALLED 67.07 ACRE TRACT OF LAND CONVEYED TO ERNEST W. KIMBRO BY GENERAL WARRANTY DEED OF RECORD IN DOCUMENT NO. 2007004401, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.520 AC TRACT OF LAND BEING SURVEYED ON THE GROUND IN OCTOBER 2016 TO OCTOBER 2020, UNDER THE DIRECT SUPERVISION OF MIGUEL A. ESCOBAR, LSL, RPLS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a 1/2 inch iron rod with cap stamped "RPLS 5784" found in the east boundary line of Bell Gin Road, a variable width right-of-way, no dedication found to date, same line being the west boundary line of said 67.07 acre tract, at its intersection with the north right-of-way line of County Road 111, same line being the north boundary line of that certain called 3.885 acre tract of land conveyed to Williamson County by Deed of record in Document No. 2018082244, said Official Public Records, for the northwest corner of said 3.885 acre tract of land and for the southwest corner of the herein described tract;

**THENCE**, North 21°50'37" West, with the common line of said 67.07 acre tract and said Bell Gin Road, a distance of 44.65 feet, to a point for the northwest corner of the herein described tract, from which point a 1/2 inch iron rod with cap stamped "FORREST 1847" found for the northwest corner of said 67.07 acre tract bears North 21°50'37" West, with the common line of said 67.07 acre tract and said Bell Gin Road, a distance of 1409.35 feet;

**THENCE**, over and across said 67.07 acre tract of land the following six (6) courses and distances:

1. North 68°09'16" East, a distance of 25.00 feet
2. South 21°50'37" East, a distance of 30.24 feet, to a point;
3. North 69°30'55" East, a distance of 210.37 feet, to a point;
4. South 20°29'05" East, a distance of 65.27 feet, to a point;
5. North 71°56'26" East, a distance of 510.88 feet, to a point;
6. North 69°30'55" East, a distance of 648.92 feet to a point in the north boundary line of said 3.885 acre tract of land, for the northeast corner of the herein described tract, from which point a 1/2 inch iron rod with cap stamped "STEGER BIZZELL" previously set for a corner of said 3.885 acre tract of land bears North 13°07'27" West, with said 3.885 acre tract of land, a distance of 34.88 feet;

**THENCE**, with the north boundary line of said 3.885 acre tract of land, over and across said 67.07 acre tract of land, the following five (5) courses and distances:

*MAC*  
*04/26/2021*  **STEGER BIZZELL**

1978 S. Austin Ave  
Georgetown, TX 78626

1. South 13°07'27" East, a distance of 15.12 feet, to a 1/2 inch iron rod with cap stamped "RPLS 5784" found for the southeast corner of the herein described tract;
2. South 69°30'55" West, a distance of 647.30 feet, to a 1/2 inch iron rod with cap stamped "RPLS 5784" found;
3. South 71°56'26" West, a distance of 525.58 feet, to a 1/2 inch iron rod with cap stamped "RPLS 5784" found for an interior ell corner of said 3.885 acre tract, for the southernmost southwest corner of the herein described tract;
4. North 20°29'05" West, a distance of 64.65 feet, to a 1/2 inch iron rod with cap stamped "RPLS 5784" found for an interior ell corner of the herein described tract;
5. South 69°30'55" West, a distance of 220.02 feet, to the **POINT OF BEGINNING**, and containing 0.520 acres of land, more or less, within these metes and bounds.

Bearings are based on the Texas Coordinate System of 1983, Central Zone (NAD\_83 (2011)). All distances shown hereon are surface values represented in U.S. Survey Feet based on a Grid-to-Surface Combined Adjustment Factor of 1.00013.

The foregoing metes and bounds description and survey on which it is based is accompanied by and a part of a survey map of the subject tract.

The subject tract is an easement, monuments were not set for corners.

I certify that this description was prepared from a survey made on the ground in October 2016 to October, 2020, under my supervision.

Steger & Bizzell Engineering Inc.

  
04/26/2021

Miguel A. Escobar, LSLs, RPLS  
Texas Reg. No. 5630  
1978 South Austin Avenue  
Georgetown, Texas 78626  
(512) 930-9412  
TBPELS Firm No. 10003700



P:\22000-22999\22009 Wilco CR111 Route Study\Survey Data\Descriptions\DESCRIPTION OF ESMT PARCEL 21 WE-PART 2.docx

STEGER BIZZELL

1978 S. Austin Ave  
Georgetown, TX 78626

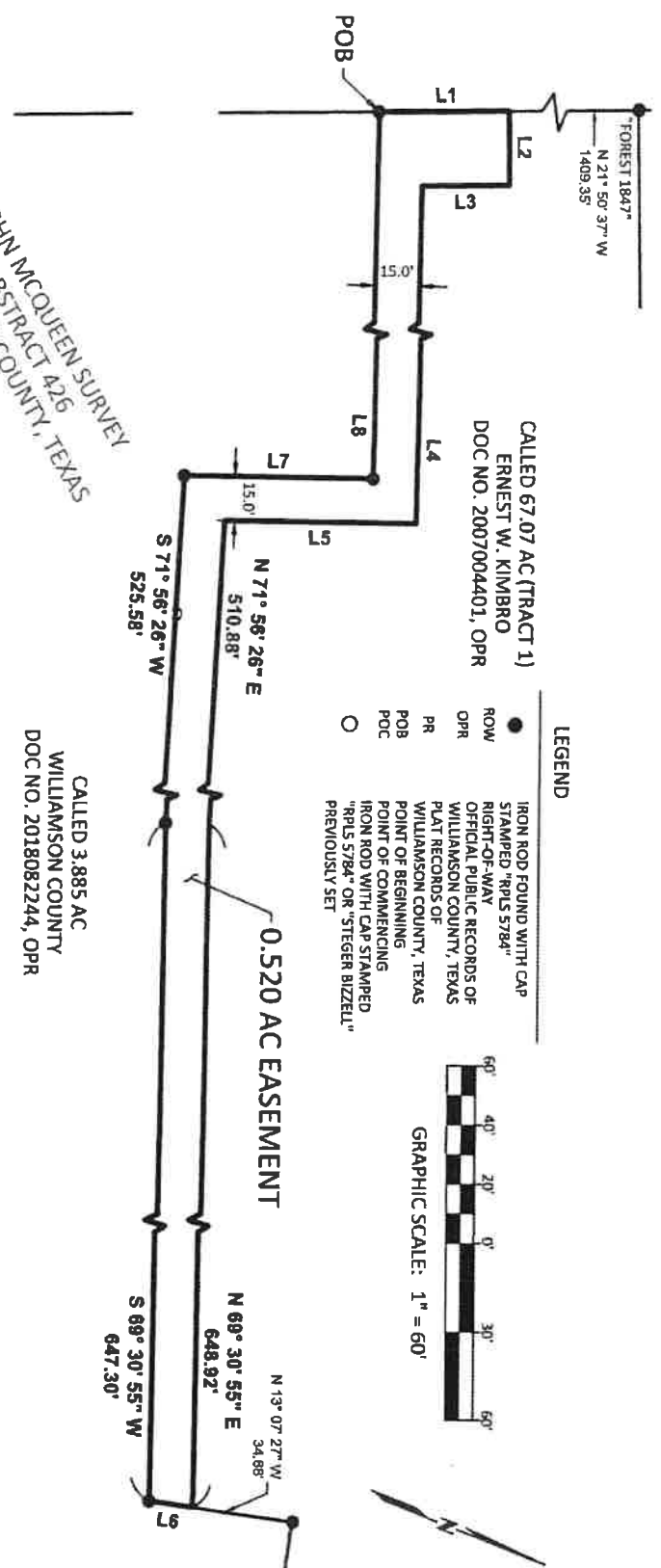
BELL GIN RD  
(ROW VARIES)  
(NO DEDICATION FOUND TO DATE)

JOHN MCQUEEN SURVEY  
ABSTRACT 426  
WILLIAMSON COUNTY, TEXAS

WILLIAMSON COUNTY  
DOC NO. 2018082244, OPR

COUNTY ROAD 111  
(ROW VARIES)  
(NO DEDICATION FOUND TO DATE)

- LEGEND**
- IRON ROD FOUND WITH CAP STAMPED "RPLS 5784"
  - POINT OF BEGINNING
  - POINT OF COMMENCING IRON ROD WITH CAP STAMPED "RPLS 5784" OR "STEGER BIZZELL" PREVIOUSLY SET
  - ROW
  - OPR
  - PR
  - POB
  - POC



Line #	Direction	Length
L1	N 21° 50' 37" W	44.65'
L2	N 68° 09' 16" E	25.00'
L3	S 21° 50' 37" E	30.24'
L4	N 69° 30' 55" E	210.37'
L5	S 20° 29' 05" E	65.27'
L6	S 13° 07' 27" E	15.12'
L7	N 20° 29' 05" W	64.65'
L8	S 69° 30' 55" W	220.02'

- NOTES:**
1. BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (NAD 83 (2011)). ALL DISTANCES SHOWN HEREON ARE SURFACE VALUES REPRESENTED IN U.S. SURVEY FEET BASED ON A GRID-TO-SURFACE COMBINED ADJUSTMENT FACTOR OF 1.00013.
  2. REFERENCE IS HEREON MADE TO THE METERS AND BOUNDS DESCRIPTION OF THIS TRACT ACCOMPANYING THIS SKETCH.
  3. THE SUBJECT TRACT SHOWN HEREON IS AN EASEMENT, MONUMENTS WERE NOT SET FOR CORNERS.

THIS IS TO CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND IN OCTOBER 2016 TO OCTOBER 2020, BY ME OR UNDER MY SUPERVISION, THAT THIS SURVEY PLAT REPRESENTS THE FACTS FOUND AT THE TIME OF THE SURVEY.

STEGER BIZZELL

MIGUEL A. ESCOBAR, L.S.L.S., R.P.L.S.  
TEXAS REG. NO. 5630



**STEGER BIZZELL**

1378 E. MAIN STREET, SUITE 200  
DALLAS, TEXAS 75202  
TEL: 972.990.9412 FAX: 972.990.9413  
WWW.STEGERBIZZELL.COM

PARCEL 21 WE-PART 2  
SKETCH TO ACCOMPANY DESCRIPTION  
OF A 0.520 AC EASEMENT  
OUT OF  
CALLED 67.07 AC TRACT CONVEYED TO  
ERNEST W. KIMBRO  
DOC. NO. 2007004401, OPR  
WILLIAMSON COUNTY, TEXAS

# EXHIBIT "B"

Page 1 of 2  
Proj No. 22009  
March 24, 2021

Parcel 21 WE – Part 3  
3482 Sq.Ft. Easement  
John McQueen Survey  
Abstract No. 426  
Williamson County, Texas

## DESCRIPTION OF EASEMENT: PARCEL 21 WE-PART 3

DESCRIPTION OF A 3482 SQ FT TRACT OF LAND LOCATED IN THE JOHN MCQUEEN SURVEY, ABSTRACT 426, WILLIAMSON COUNTY, TEXAS, BEING OUT OF THAT CERTAIN CALLED 67.07 ACRE TRACT OF LAND CONVEYED TO ERNEST W. KIMBRO BY GENERAL WARRANTY DEED OF RECORD IN DOCUMENT NO. 20007004401, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.989 AC TRACT OF LAND BEING SURVEYED ON THE GROUND IN OCTOBER 2016 TO OCTOBER 2020, UNDER THE DIRECT SUPERVISION OF MIGUEL A. ESCOBAR, LSLS, RPLS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a 1/2 inch iron rod with cap stamped "STEGER BIZZELL" previously set on the common line of Lot 1, Block A, VALLEY VISTA, a subdivision of record in Cabinet P, Slide 18, Plat Records of Williamson County, Texas, and said 67.07 acre tract of land, at its intersection with the north right-of-way line of County Road 111, a variable width right-of-way for the northwest corner of that certain called 0.026 acre tract conveyed to Williamson County by Deed of record in Document No. 2018107579, said Official Public Records, same point being the northeast corner of that certain called 3.885 acre tract of land conveyed to Williamson County by Deed of record in Document No. 2018082244, said Official Public Records, for the southeast corner of the herein described tract, from which point a 1/2 inch iron rod found for the southwest corner of said Lot 1, same point being the southeast corner of said 67.07 acre tract of land, bears South 21°15'14" East, with the common line of said 0.026 acre tract, said 67.07 acre tract, said 3.885 acre tract, and said Lot 1, a distance of 21.58 feet;

**THENCE**, over and across said 67.07 acre tract, with the north line of said 3.885 acre tract, the following three (3) courses and distances:

1. South 80°22'34" West, a distance of 81.16 feet, to a 1/2 inch iron rod with cap stamped "STEGER BIZZELL" previously set;
2. South 76°52'33" West, a distance of 152.04 feet, to a 1/2 inch iron rod with cap stamped "STEGER BIZZELL" previously set for the southwest corner of the herein described tract;
3. North 13°07'27" West, a distance of 15.00 feet, to a point for the northwest corner of the herein described tract, from which point a 1/2 inch iron rod with cap stamped "RPLS 5784" found for a corner of said 3.885 acre tract bears North 13°07'27" West, a distance of 35.00 feet;

**THENCE**, over and across said 67.07 acre tract, departing the north line of said 3.885 acre tract, the following two (2) courses and distances:

1. North 76°52'33" East, a distance of 152.50 feet, to a point;
2. North 80°22'34" East, a distance of 78.53 feet, to a point in said common line of the 67.07 acre tract and Lot 1;

STEGER BIZZELL

*MMA*  
*03/24/2021*

1978 S. Austin Ave  
Georgetown, TX 78626

Page 2 of 2  
Proj No. 22009  
March 24, 2021

Parcel 21 WE – Part 3  
3482 Sq.Ft. Easement  
John McQueen Survey  
Abstract No. 426  
Williamson County, Texas

**THENCE**, South 21°15'14" East, with said common line of the 67.07 acre tract and Lot 1, a distance of 15.31 feet, to the **POINT OF BEGINNING**, and containing 3482 square feet of land, more or less, within these metes and bounds.


Bearings are based on the Texas Coordinate System of 1983, Central Zone (NAD\_83 (2011)). All distances shown hereon are surface values represented in U.S. Survey Feet based on a Grid-to-Surface Combined Adjustment Factor of 1.00013.

The foregoing metes and bounds description and survey on which it is based is accompanied by and a part of a survey map of the subject tract.

The subject tract is an easement, monuments were not set for corners.

I certify that this description was prepared from a survey made on the ground in October 2016 to October, 2020, under my supervision.

Steger & Bizzell Engineering Inc.

  
Miguel A. Escobar, LSLS, RPLS  
Texas Reg. No. 5630  
1978 South Austin Avenue  
Georgetown, Texas 78626  
(512) 930-9412  
TBPELS Firm No. 10003700

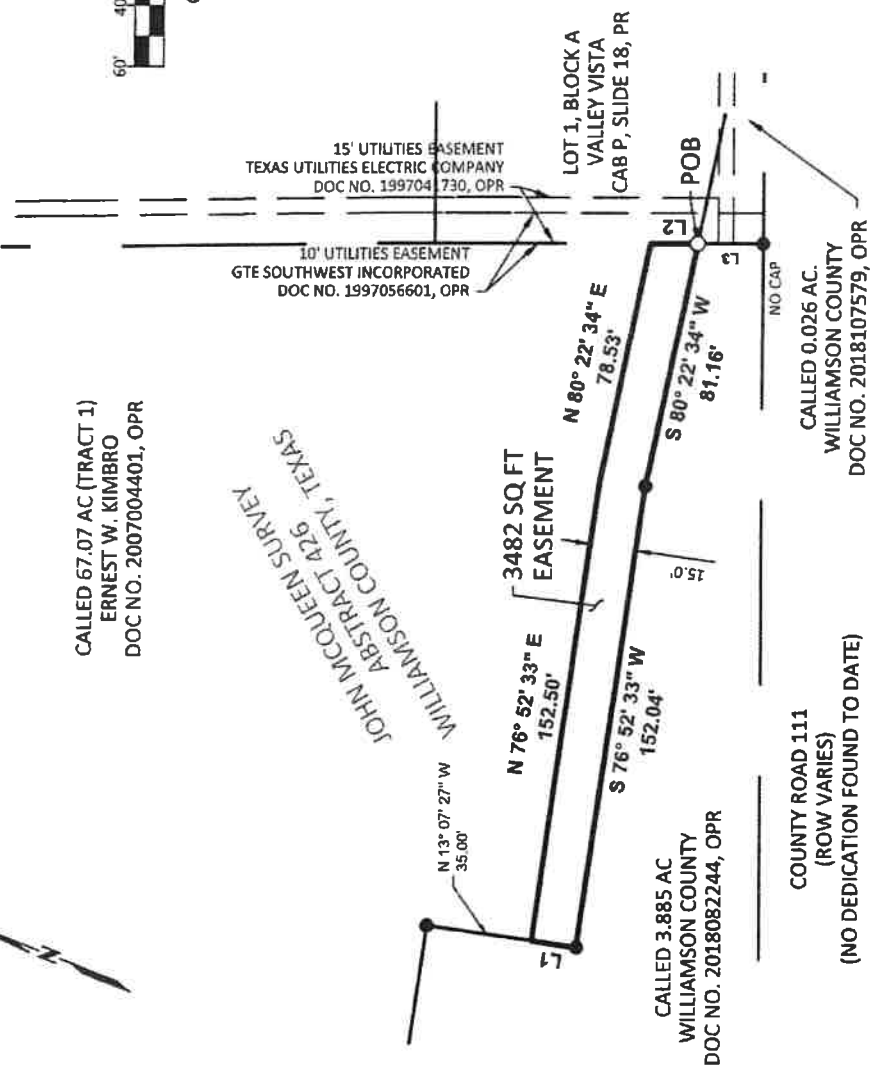


P:\22000-22999\22009 Wilco CR111 Route Study\Survey Data\Descriptions\DESCRIPTION OF ESMT PARCEL 21 WE-PART 3.docx

STEGER  BIZZELL

1978 S. Austin Ave  
Georgetown, TX 78626

Line Table		
Line #	Direction	Length
L1	N 13°07'27" W	15.00'
L2	S 21°15'14" E	15.31'
L3	S 21°15'14" E	21.58'



CALLLED 67.07 AC (TRACT 1)  
 ERNEST W. KIMBRO  
 DOC NO. 2007004401, OPR

JOHN McQUEEN SURVEY  
 ABSTRACT 426  
 WILLIAMSON COUNTY, TEXAS

- NOTES:**
- BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (NAD 83 (2011)). ALL DISTANCES SHOWN HEREON ARE SURFACE VALUES REPRESENTED IN U.S. SURVEY FEET BASED ON A GRID-TO-SURFACE COMBINED ADJUSTMENT FACTOR OF 1.00013.
  - REFERENCE IS HEREON MADE TO THE METES AND BOUNDS DESCRIPTION OF THIS TRACT ACCOMPANYING THIS SKETCH.
  - THE SUBJECT TRACT SHOWN HEREON IS AN EASEMENT, MONUMENTS WERE NOT SET FOR CORNERS.

COUNTY ROAD 111  
 (ROW VARIES)  
 (NO DEDICATION FOUND TO DATE)

CALLLED 3.885 AC  
 WILLIAMSON COUNTY  
 DOC NO. 2018082244, OPR

CALLLED 0.026 AC  
 WILLIAMSON COUNTY  
 DOC NO. 2018107579, OPR

**PARCEL 21 WE-PART 3  
 SKETCH TO ACCOMPANY DESCRIPTION  
 OF A 3482 SQ FT EASEMENT  
 OUT OF**

**CALLLED 67.07 AC TRACT CONVEYED TO  
 ERNEST W. KIMBRO  
 DOC. NO. 2007004401, OPR  
 WILLIAMSON COUNTY, TEXAS**

**LEGEND**

- ROW
  - OPR
  - PR
  - POB
  - POC
  -
- 1/2" IRON ROD FOUND W/ CAP STAMPED "STEGER BIZZELL" (OR AS NOTED) RIGHT-OF-WAY OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS POINT OF BEGINNING IRON ROD WITH CAP STAMPED "RPLS 5784" OR "STEGER BIZZELL" PREVIOUSLY SET



STEGER BIZZELL  
  
 03/24/2021  
 MIGUEL A. ESCOBAR, L.S.L.S., R.P.L.S.  
 TEXAS REG. NO. 5630

THIS IS TO CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND IN OCTOBER 2016 TO OCTOBER 2020, BY ME OR UNDER MY SUPERVISION, THAT THIS SURVEY PLAT REPRESENTS THE FACTS FOUND AT THE TIME OF THE SURVEY.

**STEGER BIZZELL**

1978 S. AUSTIN AVENUE GEORGETOWN, TX 75026  
 M/F/O 512.930.9112 TEXAS REGISTERED ENGINEERING FIRM #481 W/P STEGERBIZZELL.COM  
 SURVEYING ENGINEERS & LAND SURVEYORS

DATE 3-22-2021 JOB NO. 22009