

POSSESSION AND USE AGREEMENT FOR TRANSPORTATION PURPOSES

STATE OF TEXAS

§

Parcel No.: 34

COUNTY OF WILLIAMSON

§

Project: Southeast Loop Seg. 2

This Possession and Use Agreement For Transportation Purposes (the "Agreement") between **WILLIAMSON COUNTY, TEXAS** (the "County"), and **TOMASA TERRY GOLA, as Independent Executor of the Estate of Alex Gola a/k/a Alex Vacle Gola, Sr.** (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 the Southeast Loop Segment 2 roadway project and related appurtenances, drainage facility/grading 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 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, the County will tender to the Grantor payment in the amount of **ONE MILLION EIGHT HUNDRED FIFTEEN THOUSAND TWO HUNDRED THIRTY and no/100 DOLLARS (\$1,815,230.00)** (the "Entry Deposit"). The County will be entitled to take possession and use of the Property upon tender of payment as set forth in paragraph 3 herein, subject to the conditions in paragraph 13 below, if any. The parties agree that the Entry Deposit tendered represents 100% payment 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 Entry Deposit 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 of the Entry Deposit, then the Grantor agrees that the difference between the amount of the Entry Deposit tendered and the amount of such final settlement or judgment for acquisition of the Property represents an overpayment and, upon written notice from the County, the Grantor will promptly refund the difference between the Entry Deposit and the amount of the settlement or judgment to the County.

3. The effective date of this Agreement will be the date on which payment of the Entry Deposit pursuant to Paragraph 2 above was tendered in full 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 by, through, and 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 December 1, 2022.
 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 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 100% of the Entry Deposit. 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: Should the Special Commissioners' Award (if any) be greater than the Entry Deposit paid pursuant to paragraph 2 herein, the County shall tender the difference to the registry of the court within 30 (thirty) days of the date that the Special Commissioners' Award is entered.

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 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:

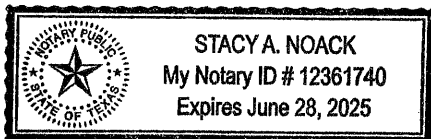
Tomasa Terry Gola
Tomasa Terry Gola, as Independent Executor of the
Estate of Alex Gola a/k/a Alex Vacle Gola, Sr.

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF Williamson

This instrument was acknowledged before me on this the 25th day of October, 2022 by
Tomasa Terry Gola, in the capacity and for the purposes and consideration recited herein.



Stacy A. Noack
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"

County: Williamson
Parcel No.: 34
Tax ID: R020599
Highway: Southeast Loop
Limits: From: C.R. 137
To: C.R. 404

Page 1 of 6
September 2, 2022

PROPERTY DESCRIPTION FOR PARCEL 34

DESCRIPTION OF A 10.320 ACRE (449,515 SQ. FT.) PARCEL OF LAND LOCATED IN THE JAMES HICKMAN SURVEY, ABSTRACT NO. 291, WILLIAMSON COUNTY, TEXAS BEING OF A REMAINDER OF A CALLED 24.17 ACRE TRACT OF LAND, DESCRIBED IN A DEED TO ALEX VACLE GOLA, SR., APRIL 4, 2003 IN DOCUMENT NO. 2003030744, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.); SAID 10.320 ACRE (449,515 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 with a plastic cap stamped "BGE INC" found 793.55 feet left of Southeast Loop Engineer's Centerline Station (E.C.S.) 1,274+32.57 on the existing south right-of-way of F.M. 1660, variable width right-of-way, as depicted on Texas Department of Transportation (TXDOT) strip map CSJ Number 1566-002-01, for the most northerly northeast corner of a called 25.01 acre tract of land, described as Tract 1 in a deed to Starlight Homes Texas L.L.C., recorded in Document No. 2021074553, O.P.R.W.C.TX., same being the northwest corner of said remainder of a called 24.17 acre tract;

THENCE S 07°47'03" W, departing the existing south right-of-way of said F.M. 1660, with a common line of said Tract 1 and said remainder of a called 24.17 acre tract, a distance of 747.02 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" (Surface Coordinates: N=10,161,894.93, E=3,179,760.96) set 230.00 feet left of Southeast Loop E.C.S 270+00.93 on the proposed north right-of-way line of Southeast Loop, for the northwest corner and the **POINT OF BEGINNING** of the parcel described herein, said point being the beginning of a curve to the right;

1) **THENCE** departing a common line of said Tract 1 and said remainder of a called 24.17 acre tract, with the proposed north right-of-way line of said Southeast Loop and said curve to the right, over and across said remainder of a called 24.17 acre tract, having a radius of 3,905.00 feet, through a delta of 13°29'18", an arc length of 919.30 feet, and a chord which bears N 60°01'23" E, a distance of 917.18 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 230.00 feet left of Southeast Loop E.C.S. 278+66.08 on the existing south right-of-way of said F.M. 1660;

2) **THENCE** S 63°36'21" E, departing the proposed north right-of-way line of said Southeast Loop, with the existing south right-of-way of said F.M. 1660, a distance of 61.85 feet to a 1/2-inch iron rod found, for the northwest corner of a called 110.56 acre tract of land, described as Tract 3 in said deed to Starlight Homes Texas L.L.C., same being the northeast corner of said remainder of a called 24.17 acre tract and the parcel described herein;

THENCE departing the existing south right-of-way of said F.M. 1660, with the common line of said Tract 3 and said remainder of a called 24.17 acre tract, the following two (2) courses and distances numbered 3-4:

3) S 07°37'07" W, a distance of 473.70 feet to a calculated point, and

4) S 07°55'04" W, a distance of 14.78 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 230.00 feet right of Southeast Loop E.C.S. 276+41.39 on the proposed south right-of-way line of said Southeast Loop, for the southeast corner of the parcel described herein, said point being the beginning of a curve to the left;

EXHIBIT "A"

County: Williamson
Parcel No.: 34
Tax ID: R020599
Highway: Southeast Loop
Limits: From: C.R. 137
To: C.R. 404

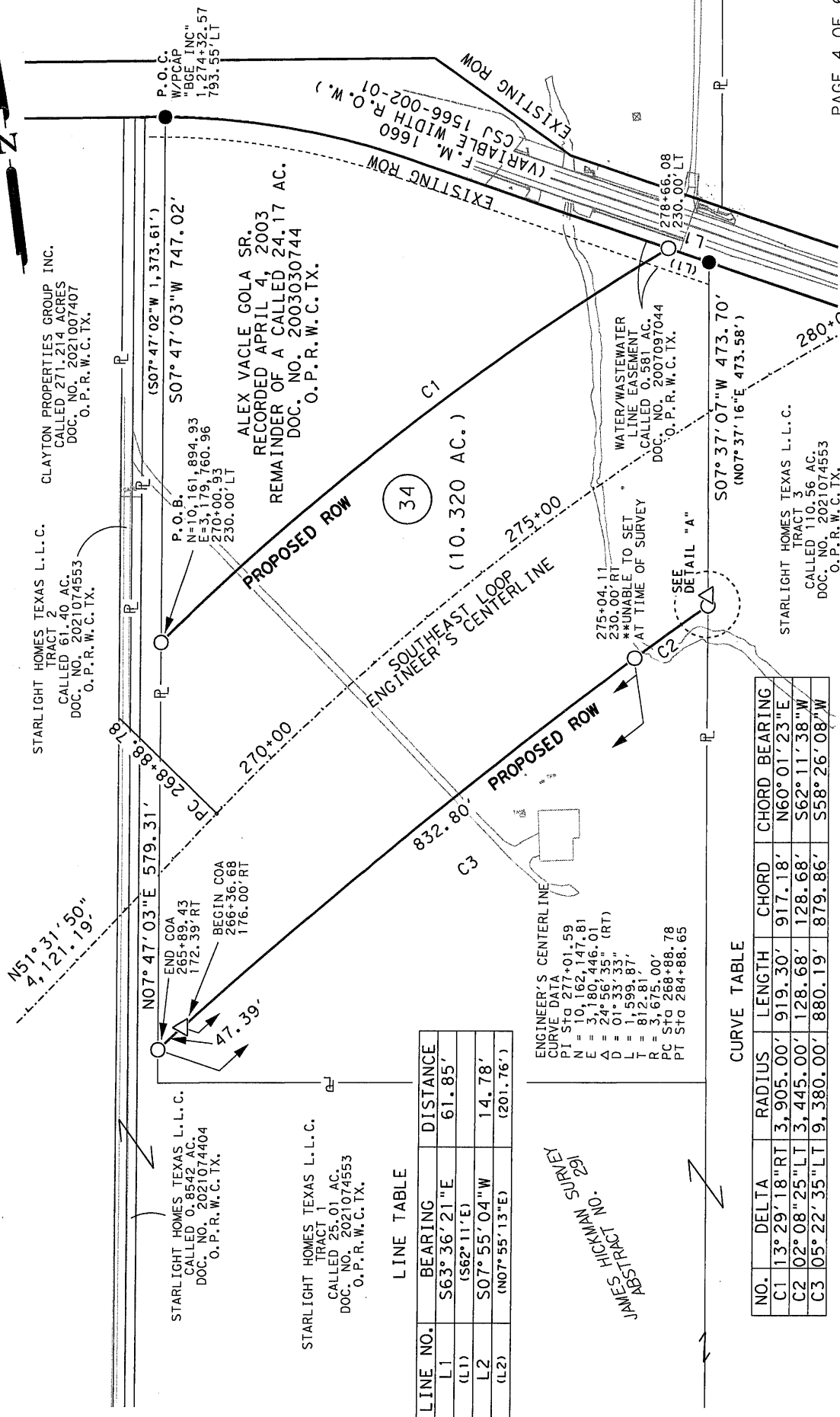
Page 2 of 6
September 2, 2022

THENCE with the said proposed south right-of-way line of Southeast Loop, over and across said remainder of a called 24.17 acre tract, the following two (2) courses and distances numbered 5-6:

- 5) With said curve to the left, having a radius of 3,445.00 feet, through a delta of $02^{\circ}08'25''$, an arc length of 128.68 feet, and a chord which bears $S\ 62^{\circ}11'38''\ W$, a distance of 128.68 feet to a $\frac{5}{8}$ -inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 230.00 right of Southeast Loop E.C.S. 275+04.11, said point being the beginning of a curve to the left, and
- 6) With said curve to the left, passing at an arc distance of 832.80 feet a calculated point 176.00 feet right of Southeast Loop E.C.S. 266+36.68, for the beginning of a Control of Access (C.O.A.), and continuing for a total arc distance of 880.19 feet, through a delta of $05^{\circ}22'35''$, having a radius of 9,380.00 feet, and a chord which bears $S\ 58^{\circ}26'08''\ W$ a distance of 879.86 feet to a $\frac{5}{8}$ -inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 172.39 feet right of Southeast Loop E.C.S. 265+89.43 on a common line of said Tract 1 and said remainder of a called 24.17 acre tract, for the southwest corner of the parcel described herein, for the end of a C.O.A.;

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EXHIBIT "A"



LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	S63°36'21"E	61.85'
(L1)	(S62°11'E)	
L2	S07°55'04"W	14.78'
(L2)	(N07°55'13"E)	(201.76')

ENGINEER'S CENTERLINE
CURVE DATA
PI STA 277+01.59
N = 10,162,147.81
E = 3,180,446.01
Δ = 24°56'35" (RT)
D = 01°33'33"
L = 1,599.87'
T = 812.81'
R = 3,675.00'
PC STA 268+88.78
PT STA 284+88.65

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	13°29'18"RT	3,905.00'	919.30'	917.18'	N60°01'23"E
C2	02°08'25"LT	3,445.00'	128.68'	128.68'	S62°11'38"W
C3	05°22'35"LT	9,380.00'	880.19'	879.86'	S58°26'08"W

200 0 100 200



GRAPHIC SCALE
SCALE: 1" = 200'
WILLIAMSON COUNTY, TEXAS

FILE: \\saminc\AUS\PROJECTS\1021061125\100\Survey\03Exhibits\34\PLAT\03P-34.dgn

PAGE 4 OF 6
REF. FIELD NOTE NO. 49140

EXISTING	*23.249 AC.	ACQUIRE	10.320 AC.	REMAINING	6.169 AC. LEFT

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
ALEX VACLE GOLA SR.
TAX ID: R020599
PARCEL 34
10.320 AC. (449,515 SQ. FT.)

4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

SAM

SCHEDULE B:

THIS SURVEY HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE OF NO. T-159136, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE FEBRUARY 2, 2022, AND ISSUED DATE FEBRUARY 11, 2022.

10. THE FOLLOWING MATTERS AND ALL TERMS OF THE DOCUMENTS CREATING OR OFFERING EVIDENCE OF THE MATTERS: (WE MUST INSERT MATTERS OR DELETE THIS EXCEPTION.): (3) THE CONSEQUENCE OF ANY PAST OR FUTURE CHANGE IN THE LOCATION OF THE BED.

1. ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY, AS DESCRIBED IN VOLUME 281, PAGE 603, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

2. ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY, AS DESCRIBED IN VOLUME 282, PAGE 393, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

3. ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY, AS DESCRIBED IN VOLUME 353, PAGE 40, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

4. ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY, AS DESCRIBED IN VOLUME 353, PAGE 41, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

5. CHANNEL EASEMENT GRANTED TO STATE OF TEXAS, ACTING THROUGH THE STATE HIGHWAY COMMISSION, AS DESCRIBED IN VOLUME 386, PAGE 369, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

6. WATER/WASTEWATER LINE EASEMENT GRANTED TO THE CITY OF HUTTO, TEXAS, AS DESCRIBED IN DOCUMENT NO. 2007097044, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS. (AFFECTS AS SHOWN)

7. ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN RESOLUTION NO. R-19-03-21-9J AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND ALEX VACLE GOLA SR. OF RECORD IN DOCUMENT NO. 2019043486, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS. (BLANKET EASEMENT, UNABLE TO PLOT, MAY AFFECT)

8. TERMS, CONDITIONS, AND STIPULATIONS IN OIL, GAS AND MINERAL LEASE: RECORDED: VOLUME 2403, PAGE 483, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. TITLE TO SAID INTEREST HAS NOT BEEN RESEARCHED SUBSEQUENT TO THE DATE OF THE ABOVE REFERENCED INSTRUMENT AND THE COMPANY MAKES NO REPRESENTATION AS TO THE OWNERSHIP OR HOLDER OF SUCH INTEREST(S). (DOES NOT AFFECT)

9. THE COMPANY SHALL HAVE NO LIABILITY FOR, NOR RESPONSIBILITY TO DEFEND, ANY PART OF THE PROPERTY DESCRIBED HEREIN AGAINST:

(1) ALL RIGHT, TITLE OR CLAIM OF ANY CHARACTER BY THE UNITED STATES, STATE OF TEXAS, LOCAL GOVERNMENT OR BY THE PUBLIC GENERALLY IN AND TO ANY PORTION OF THE LAND LYING WITHIN THE CURRENT OR FORMER BED, OR BELOW THE ORDINARY HIGH WATER MARK, OR BETWEEN THE CUT BANKS OF A STREAM NAVIGABLE IN FACT OR IN LAW.

(2) RIGHT OF RIPARIAN WATER RIGHTS OWNERS TO THE USE AND FLOW OF THE WATER.

(LOAN POLICY ONLY)

10. 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.

11. ANY PORTION OF SUBJECT PROPERTY LYING WITHIN THE BOUNDARIES OF A DEDICATED OR UNDEDICATED PUBLIC OR PRIVATE ROADWAY.

12. RIGHTS OF PARTIES IN POSSESSION (OWNERS POLICY ONLY)

13. RIGHTS OF TENANTS, AS TENANTS ONLY, UNDER ANY AND ALL UNRECORDED LEASES OR RENTAL AGREEMENTS. (NOTE: THIS ITEM CAN BE DELETED UPON RECEIPT OF AN AFFIDAVIT EXECUTED BY THE SELLER EVIDENCING THERE ARE NOT ANY OUTSTANDING LEASES OR RENTAL AGREEMENTS. IF THE AFFIDAVIT REVEALS UNRECORDED OUTSTANDING LEASES OR RENTAL AGREEMENTS, THE EXCEPTION MAY BE MODIFIED TO MAKE SPECIFIC EXCEPTION TO THOSE MATTERS.)

14. ALL LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF COAL, LIGNITE, OIL, GAS AND OTHER MINERALS, 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.

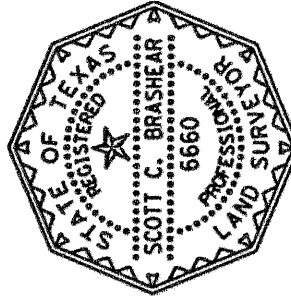
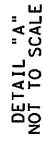
15. ASSESSMENT OF ROLLBACK OR SUPPLEMENTAL TAXES AGAINST THE LAND, AND ALL INTEREST AND PENALTIES WHICH MAY ACCRUE.

16. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE, INCLUDING BUT NOT LIMITED TO FENCES NOT FOLLOWING THE PROPERTY BOUNDARIES, THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE SUBJECT PROPERTY. (OWNER'S POLICY ONLY)

EXISTING	*23.249 AC.	ACQUIRE	10.320 AC.	REMAINING	6.169 AC.	LEFT
				REMAINING	6.760 AC.	RIGHT
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 ALEX VACLE GOLA SR. TAX ID: R020599 PARCEL 34 10.320 AC. (449,515 SQ. FT.)		

EXHIBIT "A"

- DATE _____

SAIKTM

4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Tessa Firm Registration No. 10064300

10.320 AC. (449,515 SQ. FT.)