

**POSSESSION AND USE AGREEMENT FOR TRANSPORTATION PURPOSES**

STATE OF TEXAS

§

Parcel No.: 13

COUNTY OF WILLIAMSON

§

Project: Bagdad@CR279

§

This Possession and Use Agreement For Transportation Purposes (the "Agreement") between **WILLIAMSON COUNTY, TEXAS** ("County" or "Grantee"), and **BLUE HOLE REAL ESTATE INVESTMENT, LLC** (the "Grantor" whether one or more), grants to the County, its 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 the proposed Bagdad @ CR 279 roadway project and related appurtenances, drainage, 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 SEVENTEEN THOUSAND and 00/100 Dollars (\$17,000.00). 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 directly to Grantor, or delivery of the consideration amount to the title company as set out herein, subject to the conditions in paragraph 14 below, if any.

The parties agree that the sum tendered represents 25% 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 is paid to grantor by the County or the title company (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 T-165829, issued August 10, 2022 by Texas National Title (and any subsequent updates prior to the Effective Date), 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. 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 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, including prorated taxes for the year in which the County takes title 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, 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: None.
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, 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:**

BLUE HOLE REAL ESTATE INVESTMENT, LLC

By: JOHN COLIN SUTTLES - MANAGER

Name: John Colin Suttles

Its: Manager

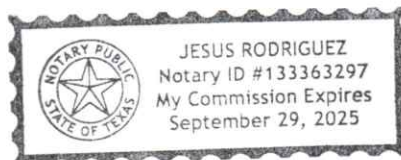
**ACKNOWLEDGMENT**

STATE OF TEXAS

COUNTY OF TARRANT

This instrument was acknowledged before me on this the 28 day of March, 2023 by John Colin Suttles in the capacity and for the purposes and consideration recited herein.

Jesus Rodriguez  
Notary Public, State of Texas  
Printed Name: Jesus Rodriguez  
My Commission Expires: 09-29-2025



**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 \_\_\_\_\_, 2023 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: \_\_\_\_\_

County: Williamson  
Parcel : 13 -Blue Hole  
Highway: Bagdad Rd (CR 279)

### PROPERTY DESCRIPTION

DESCRIPTION OF A 0.534 ACRE (23,246 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE HENRY FIELD SURVEY, ABSTRACT NO. 233 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 20.00 ACRE TRACT OF LAND (TRACT 1) DESCRIBED AND DEPICTED IN GENERAL WARRANTY DEED TO BLUE HOLE REAL ESTATE INVESTMENT, LLC RECORDED IN DOCUMENT NO. 2019115189 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.534 ACRE (23,246 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at an iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set in the proposed westerly Right-of-Way (ROW) line of Bagdad Road (ROW width varies) 113.27 feet left of Bagdad Road Baseline Station 284+69.64 (Grid Coordinates determined as N=10,207,435.73 E=3,059,276.98), being in the southerly boundary line of said 20.00 acre tract, same being the northerly boundary line of that called 10.00 acre tract of land described in Warranty Deed With Vendor's Lien to Action Propane, Inc. described in Volume 1227, Page 650 of the Official Records of Williamson County, Texas, for the southwesterly corner and **POINT OF BEGINNING** of the herein described parcel, and from which, a 10" creosote post found, being an ell corner in the southerly boundary line of said 20.00 acre tract, same being the northwesterly corner of said 10.00 acre tract bears S 73°08'08" W, at a distance of 490.21 feet;

- 1) **THENCE**, departing said 10.00 acre tract, with said proposed westerly ROW line, through the interior of said 20.00 acre tract, **N 47°22'04" W**, for a distance of **263.84** feet to an iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 136.16 feet left of Bagdad Road Baseline Station 287+48.47, in the existing southerly ROW line of Old County Road (C.R.) 279 (ROW width varies), same being the northerly boundary line of said 20.00 acre tract, for the northwesterly corner of the herein described parcel, and from which, an iron rod with plastic cap stamped "FOREST 1847" found, in said existing southerly ROW line, being an angle point in the northerly boundary line of said 20.00 acre tract, bears S 76°56'21" W, at a distance of 104.89 feet;

**THENCE**, departing said proposed westerly ROW line, with said northerly boundary line of the 20.00 acre tract, same being said existing southerly ROW line of Old C.R. 279 the following three (3) courses:

- 2) **N 76°56'21" E**, for a distance of **23.53** feet to a 1/2" iron rod found, for an angle point;
- 3) **S 86°47'29" E**, for a distance of **62.45** feet to a 1/2" iron rod found, for an angle point;
- 4) **S 77°16'31" E**, for a distance of **47.63** feet to a 3/8" iron rod found, being the apparent intersection of the existing westerly ROW line of C.R. 279 (Bagdad Road);

**THENCE**, departing said Old C.R. 279, with the existing westerly ROW line of C.R. 279 (Bagdad Road), same being the easterly boundary line of said 20.00 acre tract, the following three (3) courses:

- 5) **S 60°18'56" E**, for a distance of **69.60** feet to a 3/8" iron rod found, for an angle point;
- 6) **S 56°46'17" E**, for a distance of **2.14** feet to an 80D nail found, being the northerly corner of that called 0.0369 acre ROW tract described in Right-Of-Way Dedication to County Judge John Doerfler (Williamson County, Texas) recorded in Document No. 1996036915 of the Official Records of Williamson County, Texas, for a point of curvature to the right;



EXHIBIT "A"

PLAT TO ACCOMPANY PARCEL DESCRIPTION

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	08° 01' 33"	1,056.00'	147.92'	147.80'	S46° 21' 39"E
(C1)	(08° 02' 00")	(1,056.00')	(148.06')	(147.94')	(S46° 18' 16"E)

LEGEND

- 1/2" IRON ROD FOUND UNLESS NOTED
- ⊙ 1/2" IRON ROD FOUND W/PLASTIC CAP
- ▲ 80/D NAIL FOUND
- △ CALCULATED POINT
- 1/2" IRON ROD W/ ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" SET (UNLESS NOTED OTHERWISE)
- ◆ CREOSOTE FENCE CORNER POST FOUND
- PROPERTY LINE
- ( ) RECORD INFORMATION
- LINE BREAK
- ↔ DENOTES COMMON OWNERSHIP
- P.O.B. POINT OF BEGINNING
- N.T.S. NOT TO SCALE
- O.R.W.C.T. OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
- O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS

NO.	DIRECTION	DISTANCE
L1	N76° 56' 21"E	23.53'
L2	S86° 47' 29"E	62.45'
(L2)	(S86° 53' 06"E)	(62.38')
L3	S77° 16' 31"E	47.63'
(L3)	(N77° 27' 19"E)	(47.93')
L4	S60° 18' 56"E	69.60'
(L4)	(S60° 06' 51"E)	(69.24')
L5	S56° 46' 17"E	2.14'
(L5)	(S55° 29' 45"E)	(2.03')

1) 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.

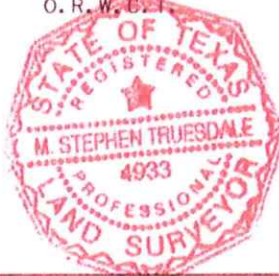
THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE OF NO. T-165829, ISSUED BY TITLE RESOURCES GUARANTY INSURANCE COMPANY, EFFECTIVE DATE AUGUST 01, 2022, ISSUE DATE AUGUST 10, 2022.

2. AN INGRESS AND EGRESS EASEMENT AS DESCRIBED IN DOCUMENT NO. 2017050805, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

4. ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN RIGHT-OF-WAY DEDICATION OF RECORD IN DOCUMENT NO. 9636915 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT AS SHOWN.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

*M. Stephen Truesdale* 23 SEP 2022  
 M. STEPHEN TRUESDALE DATE  
 REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933  
 LICENSED STATE LAND SURVEYOR  
 INLAND GEODETICS  
 FIRM REGISTRATION NO. 100591-00  
 1504 CHISHOLM TRAIL ROAD, SUITE 103  
 ROUND ROCK, TEXAS 78681

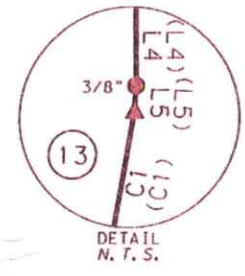
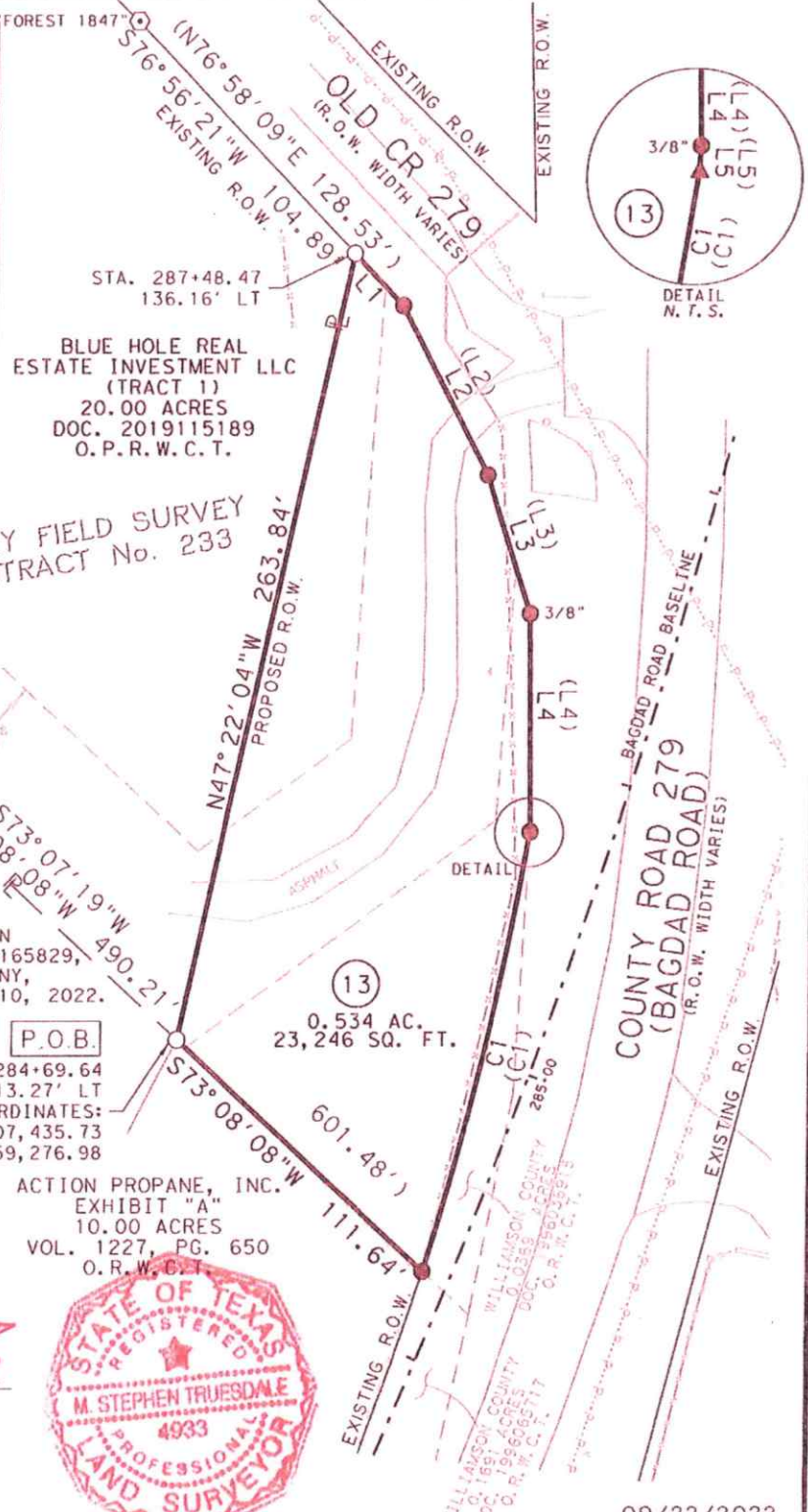


HENRY FIELD SURVEY  
 ABSTRACT No. 233

50' WIDE JOINT USE ACCESS EASEMENT 1.64 ACRES DOC. 2017050805 & DOC. 2019115189 O.P.R.W.C.T.

P.O.B.  
 STA. 284+69.64  
 113.27' LT  
 GRID COORDINATES:  
 N=10,207,435.73  
 E=3,059,276.98

ACTION PROPANE, INC.  
 EXHIBIT "A"  
 10.00 ACRES  
 VOL. 1227, PG. 650  
 O.R.W.C.T.



09/22/2022

**INLAND GEODETICS**  
 PROFESSIONAL LAND SURVEYORS  
 1504 CHISHOLM TRAIL RD. STE. 103  
 ROUND ROCK, TX. 78681  
 PH. (512) 238-1200, FAX (512) 238-1251  
 FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF  
**BLUE HOLE REAL ESTATE INVESTMENT LLC**

SCALE 1" = 60'

PROJECT BAGDAD ROAD

COUNTY WILLIAMSON

PARCEL 13  
 0.534 ACRES  
 23,246 Sq. Ft.

PAGE 3 OF 3