

**FIRST AMENDMENT TO POSSESSION AND USE AGREEMENT FOR  
TRANSPORTATION PURPOSES**

East Wilco Highway—Parcel 26

THIS FIRST AMENDMENT TO POSSESSION AND USE AGREEMENT FOR TRANSPORTATION PURPOSES (the “First Amendment”), is entered into by and among **WILLIAMSON COUNTY, TEXAS**, (the “County”) and **JERRY J. WOLFE, AS THE TRUSTEE OF THE TIFFANY TANKERSLEY WOLFE 1997 CHILDREN’S TRUST and STEVEN J. WOLFE** (referred to in this contract as “Grantor”, whether one or more). The Grantor and the County are individually referred to as “Party” and collectively referred to as the “Parties”. Each of the Parties confirms that it has the authority to enter into this First Amendment and the ability to perform its obligations under this First Amendment, without the further approval or consent of any other person or entity.

Recitals

WHEREAS, on or about the 13<sup>TH</sup> day of July, 2021, the Parties entered into that one certain Possession and Use Agreement for Transportation Purposes (“PUA”), recorded as **Document No. 2021109286** of the Official Records of Williamson County, Texas, for the possession of 39.682 acres of real property for construction of proposed East Wilco Highway/Southeast Loop roadway improvements, and additional Other conditions of the Parties; and

WHEREAS, subsequent to the full execution of the PUA, the Parties desired to modify the description of the additional remainder portions of the Property to be conveyed, and Purchaser desires to agree to the requested modification; and

WHEREAS, certain conditions and obligations within the PUA were incorporated by reference into a Rule 11 Condemnation Settlement Agreement dated August 19, 2021 and filed among the papers of Cause No. 21-0720-CC4, and into an Agreed Amended Judgment in Absence of Objections recorded as **Document No. 2022142027** of the Official Public Records of Williamson County, Texas (“the Condemnation Case Settlement”).

WHEREAS, the Parties desire to amend and correct the obligations of the County related to the installation of utility sleeve casings and allowable crossings within the PUA; and

WHEREAS, the Parties have prepared and approved revised exhibits which set out the amended obligations of the Parties with respect to utility sleeve casings and allowable crossing issues within the PUA;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the sufficiency of which are hereby conclusively acknowledged, and

subject to the terms and conditions hereinafter set forth, the County and the Grantor mutually agree as follows:

Section 1. Definitions

All terms used herein shall have the meanings assigned to them in the PUA unless the context clearly requires otherwise.

Section 2. Amendment

(a) Paragraph 14(c) of the PUA is amended as follows:

As part of the Construction of the Roadway Construction Project for Southeast Loop/East Wilco Highway Segment 2 upon the Property and other property owned or possessed by County, and as an additional form of consideration for modification of the Condemnation Case Settlement, the County at its sole expense shall install utility sleeve casings in the locations and according to the design specifications as shown on Exhibit "B" attached hereto and incorporated herein. Utilities may be installed in the sleeves upon the receipt of a permit from the appropriate utility company. As a result of relocating the utility sleeves, County will save construction costs by eliminating the need to jack and bore. County agrees Grantor will incur additional construction costs of \$334,461 due to relocating the utility sleeve, and County agrees to compensate Grantor \$334,461 within forty-five (45) days of full execution of this First PUA Amendment. Should the County fail to tender said funds within said forty-five (45) days, then Grantor shall be entitled to receive post-judgment interest on said amount at the published rate until the date of full payment in accordance with this PUA Amendment.

The funds paid hereunder and described in this paragraph as well as the non-monetary consideration described herein is being paid to Grantor under the threat of condemnation as settlement of an eminent domain case.

(b) Paragraph 14(d) of the PUA is amended as follows:

County agrees that Grantor shall be entitled to cross the Property and the County's Roadway Construction Project with utilities, including but not limited to within the sleeves provided for in Paragraph 14(c) herein, provided such crossings shall occur at a 45 degree angle or greater, and in the locations otherwise shown in Exhibit "B".

Section 3. Miscellaneous

(a) To the extent necessary to affect the terms and provisions of this First Amendment, the PUA is hereby amended and modified. In all other respects, the aforesaid PUA is hereby ratified and confirmed.

(b) This First Amendment may be executed in counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have caused this First Amendment to be duly effective as of the last date executed by the parties below.

*[signature pages follow]*

GRANTOR:

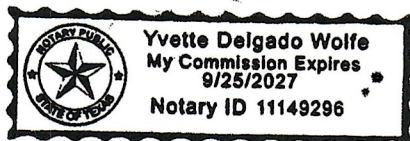
J. J. Wolfe  
Jerry J. Wolfe, as the Trustee of the  
Tiffany Tankersley Wolfe 1997 Children's Trust

**ACKNOWLEDGMENT**

STATE OF TEXAS

COUNTY OF Williamson

This instrument was acknowledged before me on April 23<sup>rd</sup> 2024 by  
Jerry J. Wolfe, in the capacity and for the purposes and consideration recited herein.



[Signature]  
Notary Public—State of Texas

Steven J. Wolfe  
Steven J. Wolfe

**ACKNOWLEDGMENT**

STATE OF TEXAS

COUNTY OF Williamson

This instrument was acknowledged before me on April 23<sup>rd</sup> 2024 by  
Steven J. Wolfe, in the capacity and for the purposes and consideration recited herein.



[Signature]  
Notary Public—State of Texas

**COUNTY:**

WILLIAMSON COUNTY, TEXAS

By: \_\_\_\_\_ Address: 710 Main Street, Suite 101  
Bill Gravell, Jr. Georgetown, Texas 78626  
County Judge

**ACKNOWLEDGMENT**

STATE OF TEXAS

COUNTY OF WILLIAMSON

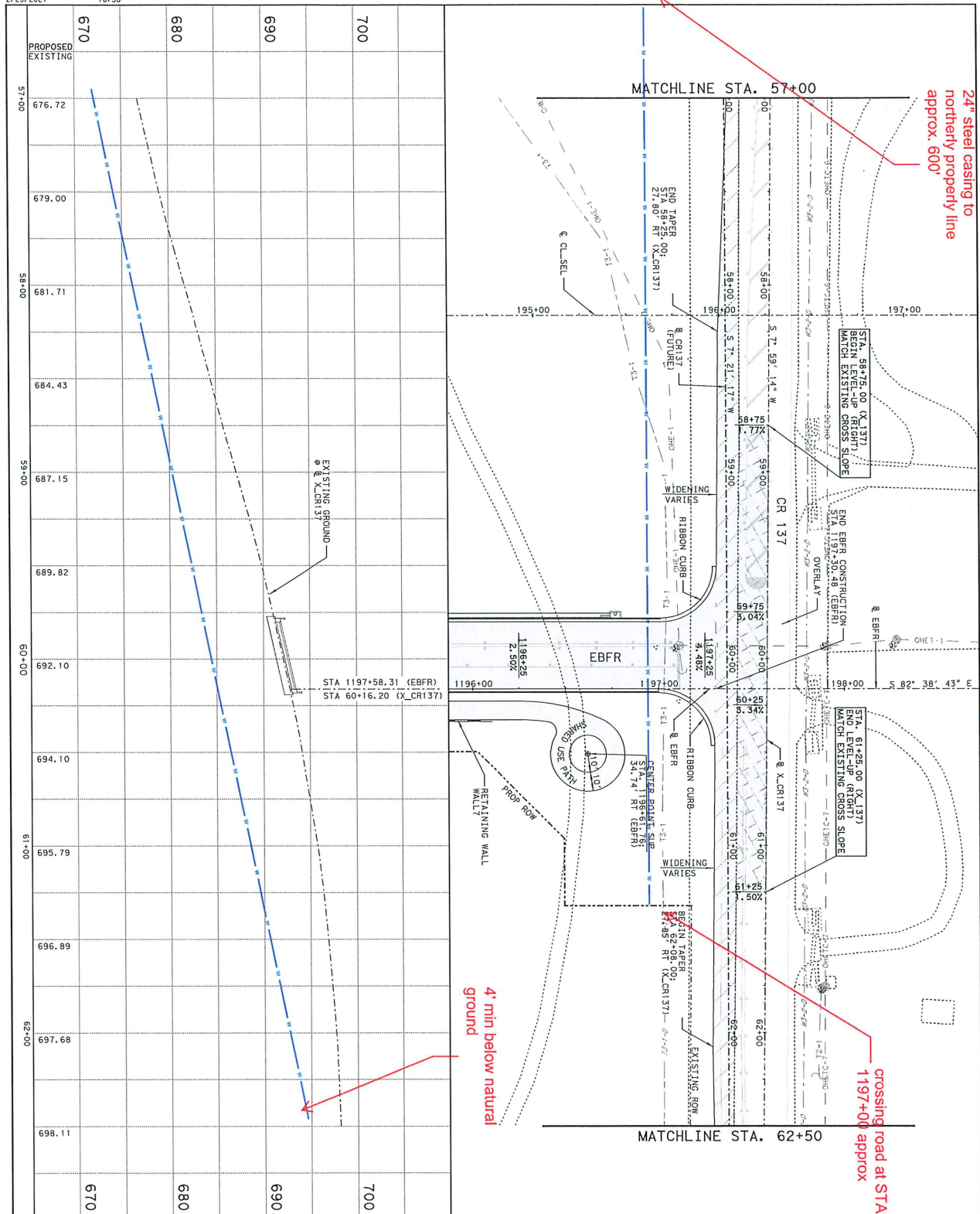
This instrument was acknowledged before me on \_\_\_\_\_ by Bill Gravell, Jr., in the capacity and for the purposes and consideration recited herein.

\_\_\_\_\_  
Notary Public—State of Texas

# EXHIBIT "B"

100% SUBMITTAL

pw://rtg-pw.bentley.com/rtg-pw/Documents/8760201/CADD/Plan Sheets/Roadway/SELSIP1\*RD\*PP\*1SEC\*CR137\*02.dgn  
2/23/2021 10:38



**SE LOOP SEGMENT 1 PHASE 1  
PLAN & PROFILE  
CROSS STREETS  
CR 137  
STA. 57+00-STA. 62+50**

**RTG**  
RODRIGUEZ  
TRANSPORTATION  
GROUP

**WILLIAMSON**  
COUNTY  
SEAL  
2/23/2021

**DESIGNED** PROJECT NUMBER SHEET 2 OF 3  
**CHECKED** STATE COUNTY CITY SHEET  
**DRAWN** WILLIAMSON 160  
**DATE** 2/23/2021

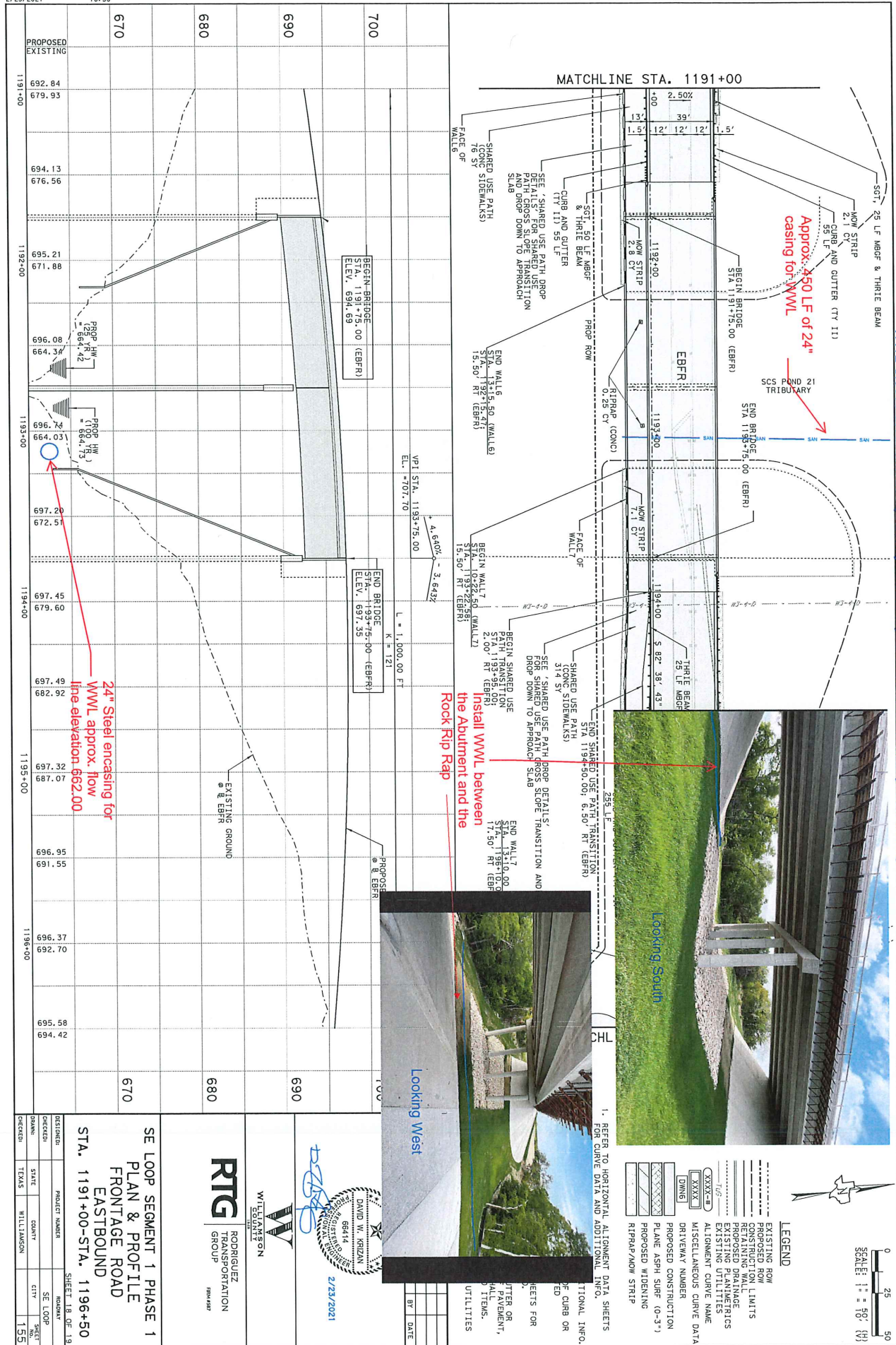
**LEGEND**

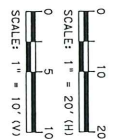
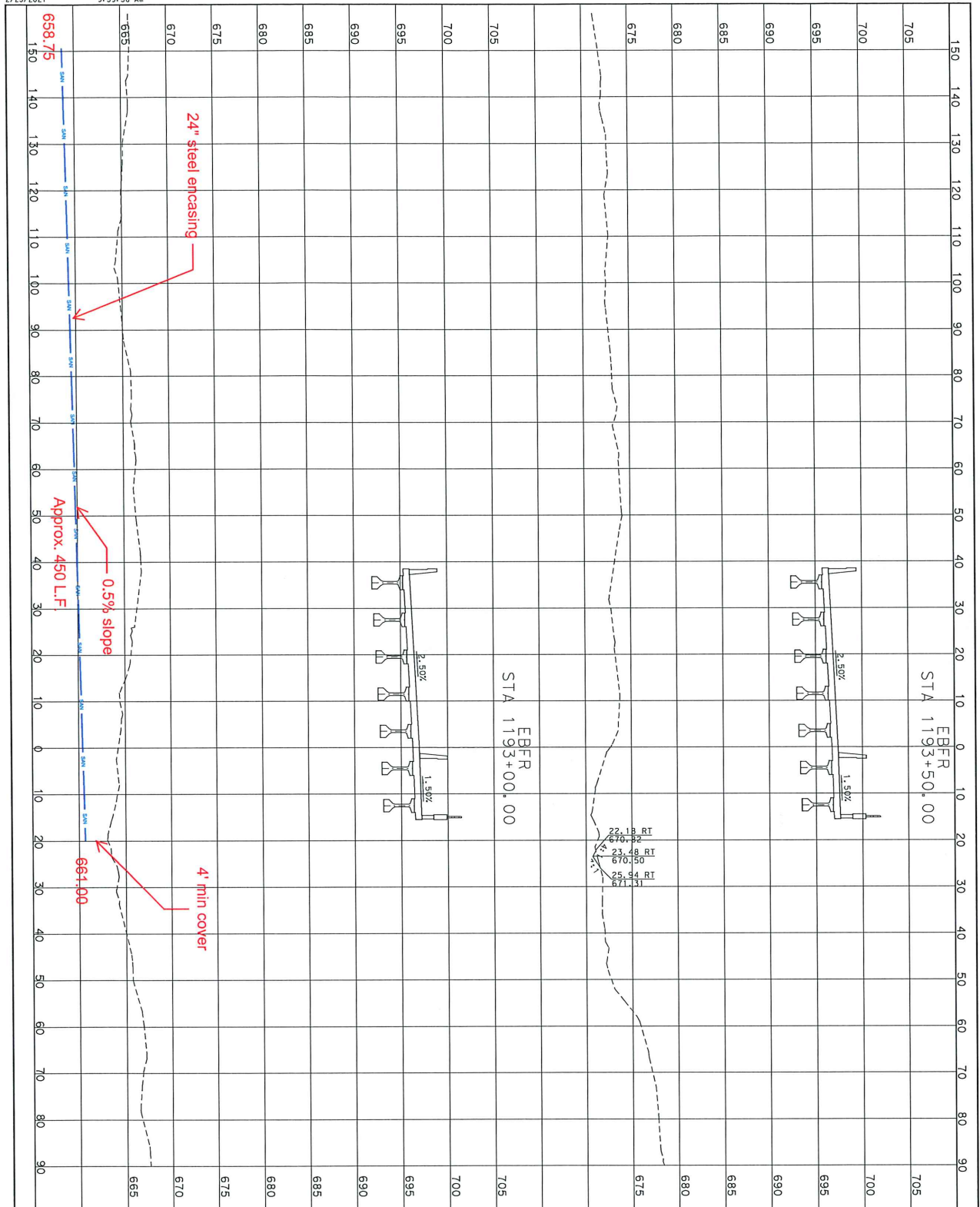
- EXISTING ROW
- PROPOSED ROW
- EXISTING PLANIMETRICS
- PROPOSED PLANIMETRICS
- EXISTING UTILITIES
- PROPOSED UTILITIES
- ALIGNMENT CURVE NAME
- DRIVEWAY NUMBER
- PROPOSED CONSTRUCTION
- MILL/LEVEL UP
- PROPOSED WIDENING
- RIPRAP/NOV STRIP

**NOTES:**

1. REFER TO HORIZONTAL ALIGNMENT DATA SHEETS FOR CURVE DATA AND ADDITIONAL INFO.
2. REFER TO DRAINAGE PLANS FOR ADDITIONAL INFO.
3. ALL DIMENSIONS ARE TO THE FACE OF CURB OR NOMINAL FACE OF RAIL, UNLESS NOTED OTHERWISE.
4. REFER TO TABLE OF CROSS SLOPE SHEETS FOR CROSS SLOPES AND ADDITIONAL INFO.
5. THE CONTRACTOR SHALL LOCATE ALL UTILITIES PRIOR TO CONSTRUCTION.

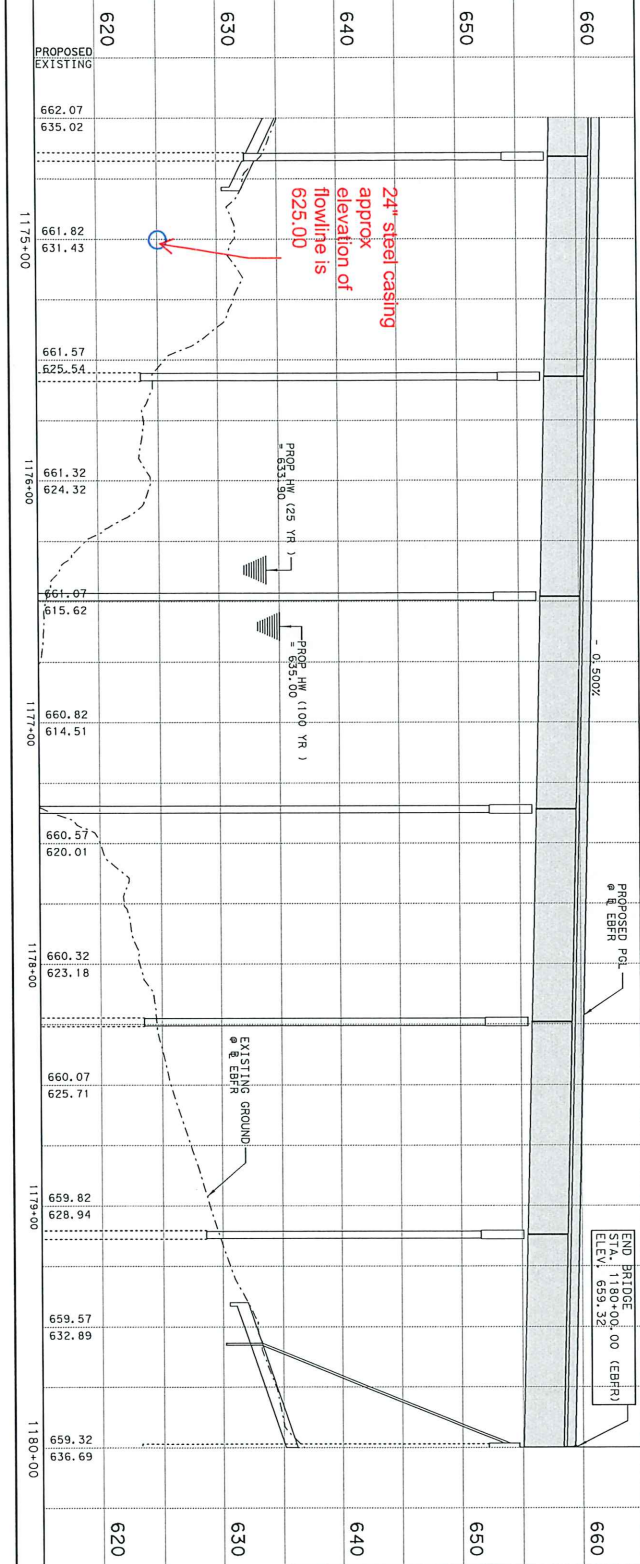
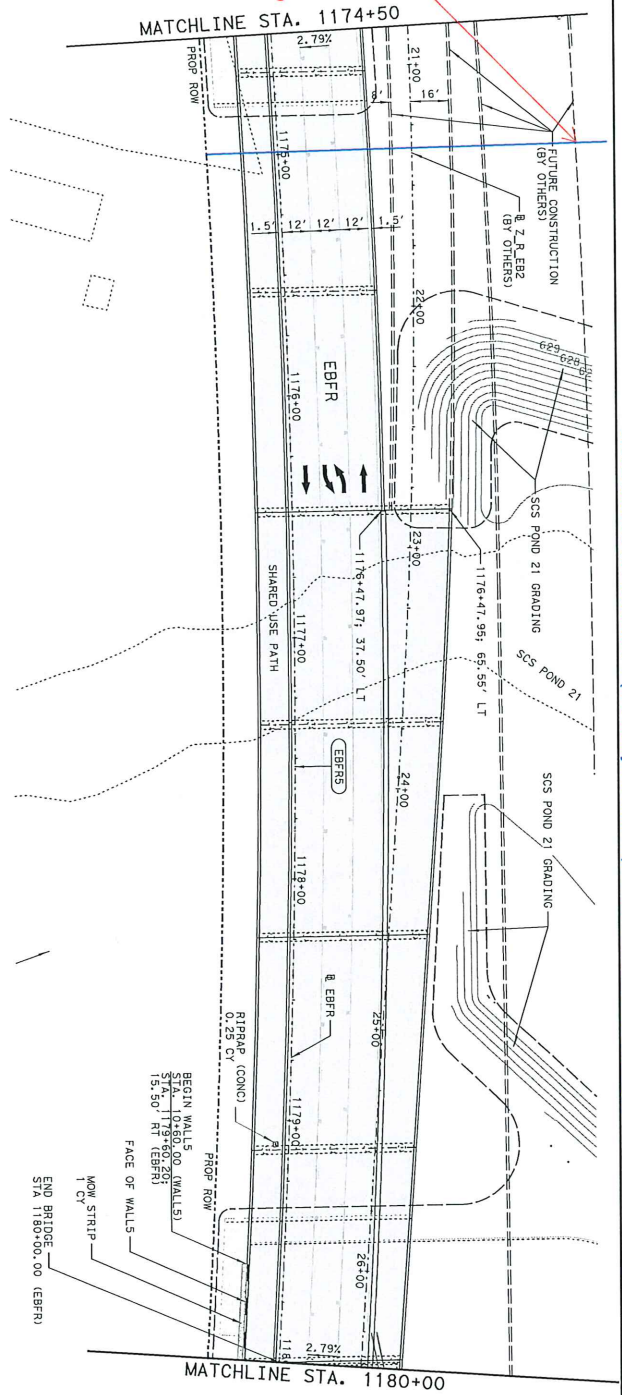
WWL Sleeve at Abutment 3 (Easterly Abutment) of the SCS 21 Tributary Creek Bridge





|                                                                                                                                        |  |  |  |                                                                                                                              |  |  |  |
|----------------------------------------------------------------------------------------------------------------------------------------|--|--|--|------------------------------------------------------------------------------------------------------------------------------|--|--|--|
| <p>DESIGNED: PROJECT NUMBER: ROADWAY: SE LOOP</p> <p>CHECKED: STATE: COUNTY: CITY: SHEET: XS271</p> <p>DESIGNED: TEXAS: WILLIAMSON</p> |  |  |  | <p>PROJECT NUMBER: ROADWAY: SE LOOP</p> <p>CHECKED: STATE: COUNTY: CITY: SHEET: XS271</p> <p>DESIGNED: TEXAS: WILLIAMSON</p> |  |  |  |
| <p>SE LOOP SEGMENT 1 PHASE 1</p> <p>DESIGN CROSS SECTIONS</p> <p>EBFR</p>                                                              |  |  |  | <p>RTG RODRIGUEZ TRANSPORTATION GROUP</p> <p>WILLIAMSON</p> <p>DAVID W. KRIZAN</p> <p>2/23/2021</p>                          |  |  |  |
| <p>NO. REVISION</p> <p>BT DATE</p>                                                                                                     |  |  |  | <p>NO. REVISION</p> <p>BT DATE</p>                                                                                           |  |  |  |

WWL Sleeve at Abutment 1 (Westerly Abutment) of the SCS 21 Pond Bridge



|     |          |    |      |
|-----|----------|----|------|
| NO. | REVISION | BY | DATE |
|     |          |    |      |

2/23/2021

**RTG**

RODRIGUEZ  
TRANSPORTATION  
GROUP

SE LOOP SEGMENT 1 PHASE 1  
PLAN & PROFILE  
FRONTAGE ROAD  
EASTBOUND  
STA. 1174+50-STA. 1180+00

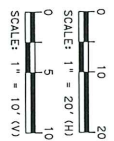
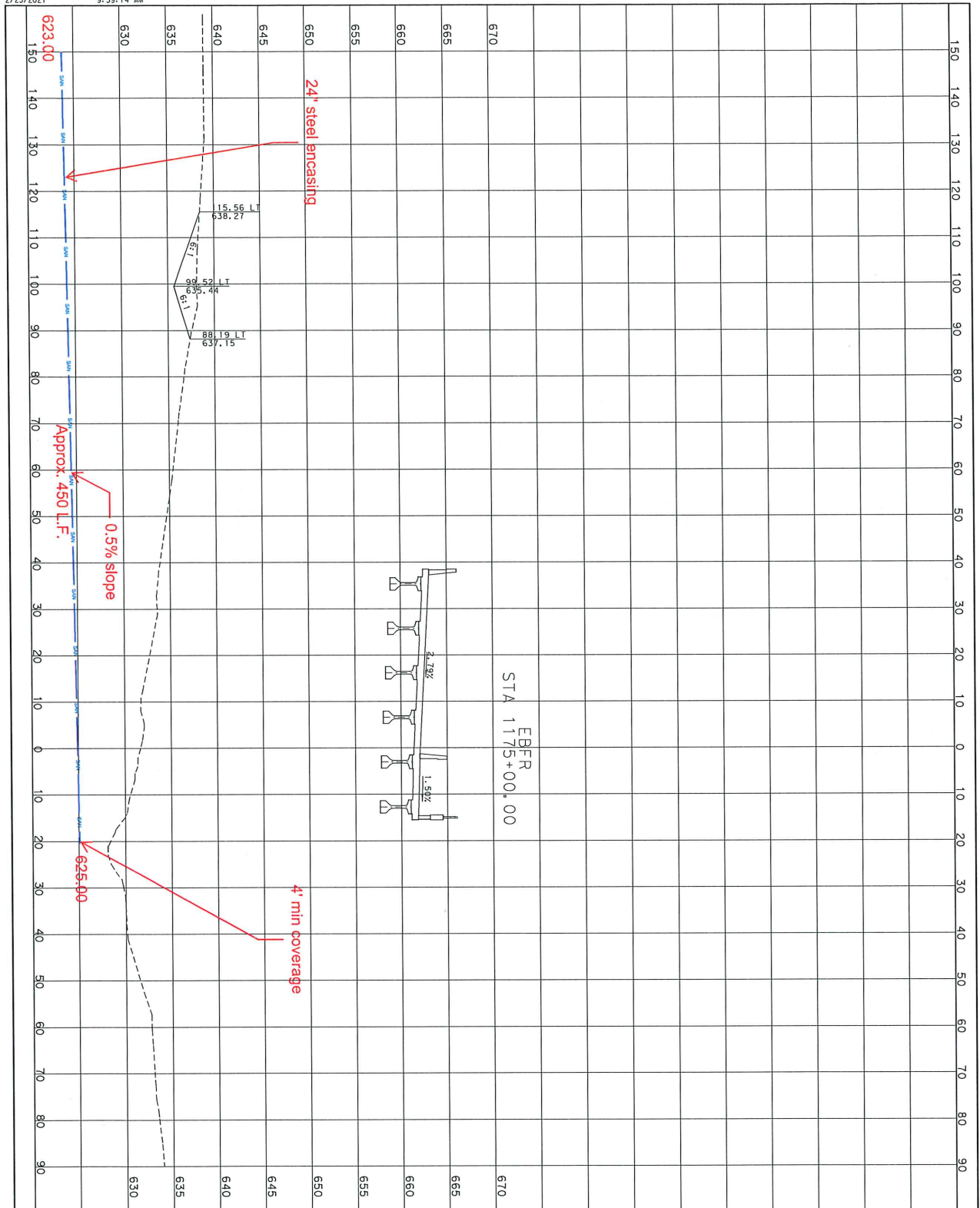
SHEET 15 OF 19

DESIGNED: PROJECT NUMBER: ROADWAY: SE LOOP

CHECKED: STATE: COUNTY: CITY: SHEET: 152

DESIGNED: TEXAS: WILLIAMSON: 152

- NOTES:
1. REFER TO HORIZONTAL ALIGNMENT DATA SHEETS FOR CURVE DATA AND ADDITIONAL INFO.
  2. REFER TO DRAINAGE PLANS FOR ADDITIONAL INFO.
  3. ALL DIMENSIONS ARE TO THE FACE OF CURB OR NOMINAL FACE OF RAIL, UNLESS NOTED OTHERWISE.
  4. REFER TO TABLE OF CROSS SLOPE SHEETS FOR CROSS SLOPES AND ADDITIONAL INFO.
  5. SAWCUT SET AT EXISTING LIP OF CUTTER OR 1' OFFSET FROM EXISTING EDGE OF PAYMENT, WHICHEVER IS GREATER, UNLESS OTHERWISE NOTED.
  6. THE CONTRACTOR SHALL LOCATE ALL UTILITIES PRIOR TO CONSTRUCTION.
- LEGEND
- EXISTING ROW
  - PROPOSED ROW LIMITS
  - CONSTRUCTION LIMITS
  - PROPOSED DRAINAGE
  - EXISTING PLANTIMETRICS
  - EXISTING UTILITIES
  - ALIGNMENT CURVE NAME
  - ALIGNMENT CURVE DATA
  - DRIVEWAY NUMBER
  - PROPOSED CONSTRUCTION
  - PLANE ASPH SURF (0-3')
  - PROPOSED WIDENING
  - RIPRAP/MOW STRIP

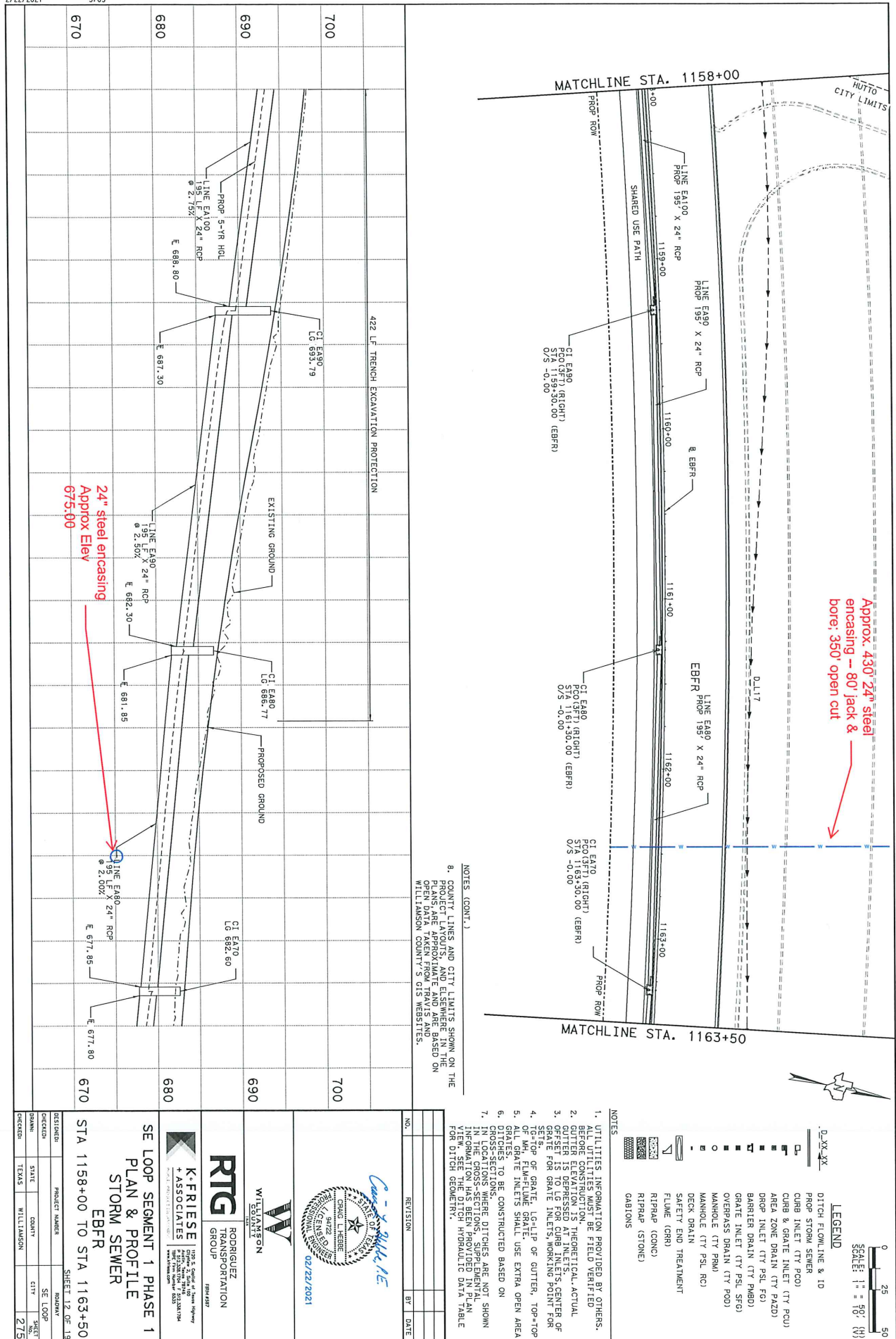


**RTG**  
RODRIGUEZ  
TRANSPORTATION  
GROUP  
BIRMINGHAM

SE LOOP SEGMENT 1 PHASE 1  
DESIGN CROSS SECTIONS

EBFR

|          |                |         |
|----------|----------------|---------|
| DESIGNED | PROJECT NUMBER | BRIDGE  |
| CHECKED  | STATE          | SE LOOP |
| DRAWN    | COUNTY         | SE      |
| CHECKED  | WILLIAMSON     | XS50    |



WL Sleeve at STA 1162+50

Approx. 430' 24\"/>

24\"/>

NOTES (CONT.)  
8. COUNTY LINES AND CITY LIMITS SHOWN ON THE PROJECT LANDSCAPE AND ELEVATION. THE OPEN DATA TAKEN FROM TRAVIS AND WILLIAMSON COUNTY'S GIS WEBSITES.

NOTES

1. UTILITIES INFORMATION PROVIDED BY OTHERS. BEFORE CONSTRUCTION, BE FIELD VERIFIED.

2. GUTTER ELEVATION IS THEORETICAL ACTUAL.

3. GUTTER IS DEPRESSURED AT INLETS CENTER OF GRADE FOR GRATE INLETS WORKING POINT FOR SETS OF GRATE. 15'-11\"/>

4. TOP OF FLAMELINE GRATE.

5. ALL GRATE INLETS SHALL USE EXTRA OPEN AREA GRATES. TO BE CONSTRUCTED BASED ON

6. CROSS-SECTIONS.

7. IN LOCATIONS WHERE DITCHES ARE NOT SHOWN IN THE CROSS-SECTIONS, SHOWN PLAN VIEW. SEE THE DITCH HYDRAULIC DATA TABLE FOR DITCH GEOMETRY.

LEGEND

D.XX-XX DITCH FLOWLINE & 10

PROPOSED STORM SEWER

CURB & GRATE INLET (TY PCD)

AREA ZONE DRAIN (TY PADZ)

DRAP INLET (TY PSL FGI)

BARRIER DRAIN (TY PABD)

GRATE INLET (TY PSL SFG)

OVERPASS DRAIN (TY PPD)

MANHOLE (TY PSM RC)

DECK DRAIN

SAFETY END TREATMENT

FLUME (CONC)

RIPRAP (CONC)

RIPRAP (STONE)

GABIONS

| DESIGNED | PROJECT NUMBER | REVISION |
|----------|----------------|----------|
| CHECKED  | SE LOOP        |          |
| DRAWN    | STATE          |          |
| COUNTY   | CITY           |          |
| CHECKED  | TEXAS          | 275      |

STA 1158+00 TO STA 1163+50

SE LOOP SEGMENT 1 PHASE 1

PLAN & PROFILE

STORM SEWER

EBFR

SHEET 12 OF 18

RTG RODRIGUEZ TRANSPORTATION GROUP

K-FRIESE & ASSOCIATES

WILLIAMSON COUNTY

02/22/2021

NO. REVISION BY DATE

NO. REVISION BY DATE

NO. REVISION BY DATE

NO. REVISION BY DATE

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