

POSSESSION AND USE AGREEMENT FOR TRANSPORTATION PURPOSES

| | | |
|-----------------------------|---|------------------------|
| STATE OF TEXAS | § | |
| | § | Parcel No.: BLUEBONNET |
| COUNTY OF WILLIAMSON | § | Project: Corridor A2 |

This Possession and Use Agreement For Transportation Purposes (the “Agreement”) between **WILLIAMSON COUNTY, TEXAS** (“County” or “Grantee”), and **2600 BLUEBONNETS, LLC, A TEXAS LIMITED LIABILITY COMPANY** (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 Corridor A2 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 **TWO MILLION FIVE HUNDRED EIGHTY THOUSAND EIGHTY and 00/100 Dollars (\$2,580,080.00)** (the “Entry Deposit”). The Grantor agrees that the Entry Deposit represents adequate and full compensation for the possession and use of the Property. The County will immediately be entitled to take possession and use of the Property upon full execution of this Agreement, tender of payment of the Entry Deposit directly to Grantor, or delivery of the consideration amount to the title company as set out herein.

The parties agree that the Entry Deposit tendered represents 100% 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 sulfur. 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 the acquisition of the Property is less than the Entry Deposit, then the Grantor agrees that the original amount tendered represents an overpayment for the difference. 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 of the Entry Deposit pursuant to Paragraph 2 above was tendered in full to the Grantor by the County or delivered to a title company acting as escrow agent for the transaction (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 GF-24030031RTROW, issued April 7, 2024, by Rise Title of Texas (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 the County, subject to 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 January 1, 2025.
 6. This Agreement is made with the understanding that the County will continue to proceed with the 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. If 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 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 sulfur in and under the land herein conveyed but waives all rights 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 the 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:

2600 BLUEBONNETS, LLC, A TEXAS LIMITED LIABILITY COMPANY

By: *[Signature]*

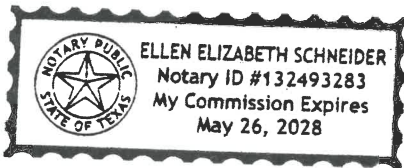
Name: JULFIKAR MAKNOJIA

Its: Trustee

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF Travis

This instrument was acknowledged before me on this the 17 day of September, 2024 by Julfikar Maknojia in the capacity and for the purposes and consideration recited herein.



Ellen Elizabeth Schneider
Notary Public, State of Texas
Printed Name: Ellen Elizabeth Schneider
My Commission Expires: 5/26/2028

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 _____, 2024 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: _____

LEGAL DESCRIPTION

Exhibit 'A'

BEING ALL OF A 5.640 ACRE (245,688 SQ. FT) TRACT OR PARCEL (PARCEL 13) OF LAND SITUATED IN THE JACOB EBBERLY SURVEY, ABSTRACT NUMBER 923, TO WILLIAMSON COUNTY, TEXAS, AND BEING ALL OF A TRACT OF LAND DESCRIBED AS TRACT 1 AND ALL OF A CALLED 2.69 ACRE TRACT OF LAND DESCRIBED AS TRACT 2 IN THE DEED TO 2600 BLUEBONNETS, LLC, RECORDED IN DOCUMENT NO. 2023075568, OF THE OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS AND BEING ALL OF LOT 1, TEICHELMAN ACRES ACCORDING TO THE PLAT THEREOF RECORDED IN CABINET I, SLIDE 277, PLAT RECORDS, WILLIAMSON COUNTY, TEXAS, RECORDED IN DOCUMENT NO. 8726519, SAID OFFICIAL PUBLIC RECORDS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A POINT (GRID COORDINATES N: 10166102.99 E: 3204878.94) FOR THE NORTHEAST CORNER OF SAID 2.69 ACRE TRACT, AND AT THE INTERSECTION OF THE EXISTING SOUTH RIGHT-OF-WAY LINE OF SAMSUNG HIGHWAY (VARIABLE WIDTH RIGHT-OF-WAY) AND THE EXISTING WEST RIGHT-OF-WAY LINE OF FARM TO MARKET ROAD 973 (VARIABLE WIDTH RIGHT-OF-WAY), SAME BEING THE SOUTHEAST CORNER OF A CALLED 52.689 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO WILLIAMSON COUNTY, TEXAS, RECORDED IN DOCUMENT NO. 2023019376, SAID OFFICIAL PUBLIC RECORDS, FROM WHICH A 1/2" IRON ROD WITH PLASTIC CAP STAMPED "ATWELL" BEARS N54°53'51"W, A DISTANCE OF 2.23 FEET;

THENCE S07°23'44"W, WITH THE EAST LINE OF SAID 2.69 ACRE TRACT AND THE EXISTING WEST RIGHT-OF-WAY LINE OF SAID FARM TO MARKET ROAD 973, A DISTANCE OF 262.76 FEET TO A 1/2" IRON ROD FOUND AT THE SOUTHEAST CORNER OF SAID 2.69 ACRE TRACT, AND AT THE NORTHEAST CORNER OF A 20' RIGHT-OF-WAY DEDICATION RECORDED IN CABINET I, SLIDE 277, PLAT RECORDS, WILLIAMSON COUNTY, TEXAS, AND DESCRIBED IN DOCUMENT NO. 8726519, SAID OFFICIAL PUBLIC RECORDS;

THENCE N82°30'08"W, WITH THE SOUTH LINE OF SAID 2.69 ACRE TRACT AND THE NORTH LINE OF SAID 20' RIGHT-OF-WAY DEDICATION, A DISTANCE OF 20.00 FEET TO A 1/2" IRON ROD FOUND IN THE SOUTH LINE OF SAID 2.69 ACRE TRACT, SAME BEING THE NORTHEAST CORNER OF SAID LOT 1;

THENCE S07°23'44"W, WITH THE EAST LINE OF SAID LOT 1 AND THE WEST LINE OF SAID RIGHT-OF-WAY DEDICATION, A DISTANCE OF 301.74 FEET TO A 1/2" IRON ROD FOUND AT THE SOUTHEAST CORNER OF SAID LOT 1, SAME BEING THE SOUTHWEST CORNER OF SAID RIGHT-OF-WAY DEDICATION, AND IN A NORTHERLY LINE OF A CALLED 93.583 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO M. MOORE FAMILY FARMS, LLC, RECORDED IN DOCUMENT NO. 2018097226, OF SAID OFFICIAL PUBLIC RECORDS;

THENCE N82°12'05"W, WITH THE SOUTH LINE OF SAID LOT 1, AND A NORTHERLY LINE OF SAID 93.583 ACRE TRACT, A DISTANCE OF 426.73 FEET TO A 1/2" IRON ROD FOUND AT THE SOUTHWEST CORNER OF SAID LOT 1 AND A SOUTHEAST CORNER OF SAID 93.583 ACRE TRACT;

THENCE N07°19'27"E, WITH THE WEST LINE OF SAID LOT 1 AND AN EASTERLY LINE OF SAID 93.583 ACRE TRACT, A DISTANCE OF 299.50 FEET TO A 5/8" IRON ROD WITH PLASTIC CAP STAMPED "SURVWEST" (HEREINAFTER REFERRED TO AS CAPPED IRON ROD SET) AT THE NORTHWEST CORNER OF SAID LOT 1, THE SOUTHWEST CORNER OF SAID 2.69 ACRE TRACT, AND IN AN EASTERLY LINE OF SAID 93.583 ACRE TRACT;

THENCE N08°21'10"E, WITH THE WEST LINE OF SAID 2.69 ACRE TRACT AND AN EASTERLY LINE OF SAID 93.583 ACRE TRACT, A DISTANCE OF 264.84 FEET TO A CAPPED IRON ROD SET AT THE NORTHWEST CORNER OF SAID 2.69 ACRE TRACT, SAME BEING THE NORTHERLY MOST NORTHEAST CORNER OF SAID 93.583 ACRE TRACT, IN THE EXISTING SOUTH RIGHT-OF-WAY LINE OF SAID SAMSUNG HIGHWAY, AND IN THE SOUTH LINE OF SAID 52.689 ACRE TRACT, FROM WHICH A 1/2" IRON ROD FOUND IN THE SOUTH LINE OF SAID 52.689 ACRE TRACT BEARS N82°14'11"W, A DISTANCE OF 1462.74 FEET;

THENCE S82°14'11"E, WITH THE NORTH LINE OF SAID 2.69 ACRE TRACT, THE EXISTING SOUTH RIGHT-OF-WAY LINE OF SAID SAMSUNG HIGHWAY, SAME BEING THE SOUTH LINE OF SAID 52.689 ACRE TRACT, A DISTANCE OF 442.67 FEET TO THE PLACE OF BEGINNING AND CONTAINING 5.640 ACRES (245,688 SQ. FT) OF LAND, MORE OR LESS.

SURVEYORS CERTIFICATION

I, ROBERT GLEN MALOY, CERTIFY THAT THIS PLAT WAS PREPARED UNDER MY DIRECT SUPERVISION FROM A SURVEY MADE ON THE GROUND ON MARCH 31, 2024, THAT THIS PLAT CORRECTLY REPRESENTS THE FACTS FOUND AT THE TIME OF SAID SURVEY.

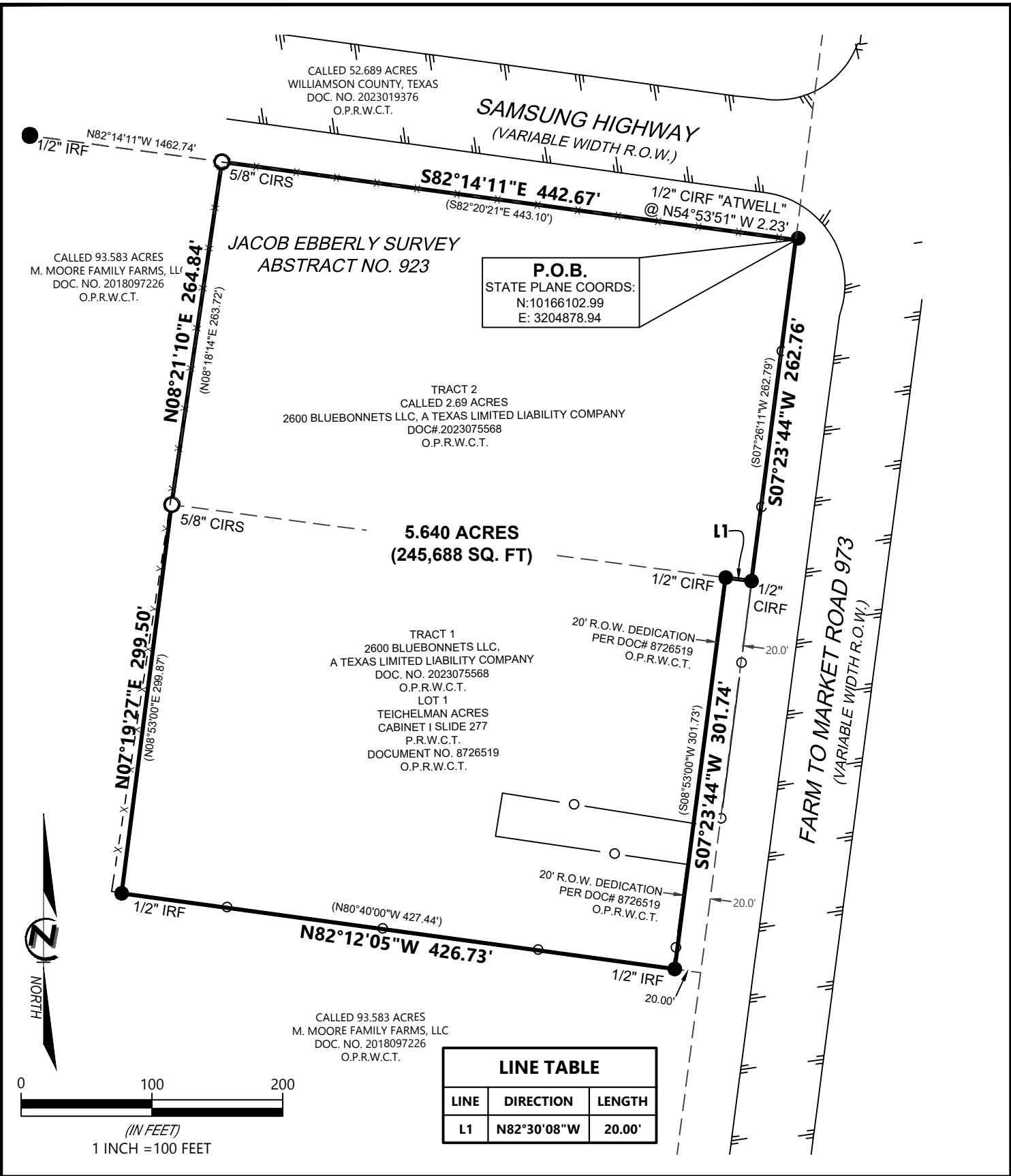


Robert Glen Maloy 07/17/2024
ROBERT GLEN MALOY
STATE OF TEXAS REGISTRATION NUMBER 6028

| | |
|----------------------|-------------------------------------|
| SURVWEST PROJECT NO. | ### |
| ADD'L INFO: | |
| DRAWING NAME: | P230157 2600 BLUEBONNETS - COMBINED |
| REVISION: | REV DESC: |



| | | | | |
|--|-------|------------|--------|---------------|
| 5.640 ACRES SITUATED IN THE JACOB EBBERLY SURVEY, ABSTRACT NUMBER 923 WILLIAMSON COUNTY, TEXAS | | | | |
| TITLE: PROPOSED RIGHT-OF-WAY ACQUISITION EXHIBIT (PARCEL 13) | | | | |
| DWN: | CHK'D | DATE: | SCALE: | SHEET NO: |
| KDA | RGM | 07/17/2024 | 1:100 | 3 OF 3 |



| LINE TABLE | | |
|------------|-------------|--------|
| LINE | DIRECTION | LENGTH |
| L1 | N82°30'08"W | 20.00' |

SURVSWEST PROJECT NO. P230157
 ADD'L INFO:
 DRAWING NAME: P230157 2600 BLUEBONNETS - COMBINED
 REVISION: REV DESC:

SURVSWEST SURVEY-MAPPING
 UTILITY-SUE
 REAL ESTATE
 720.259.9316 6501 E Belleview Ave, Suite 300
 www.survswest.com Englewood, CO 80111

5.640 ACRES SITUATED IN THE
 JACOB EBBERLY SURVEY, ABSTRACT NUMBER 923
 WILLIAMSON COUNTY, TEXAS

TITLE:
PROPOSED RIGHT-OF-WAY
ACQUISITION EXHIBIT (PARCEL 1 3)

| | | | | |
|------|-------|------------|--------|-----------|
| DWN: | CHK'D | DATE: | SCALE: | SHEET NO: |
| KDA | RGM | 07/17/2024 | 1:100 | 1 OF 3 |

NOTES

1. DISTANCES ARE IN U.S. SURVEY FEET AND ARE DISPLAYED IN SURFACE VALUES USING A COMBINED AVERAGE SCALE FACTOR OF 1.000108 GENERATED FROM NATIONAL GEODETIC SURVEY (NGS) ONLINE POSITIONING USER SYSTEM (OPUS) SOLUTIONS.
2. BASIS OF BEARING IS BASED ON AN OPUS SOLUTION DATED DECEMBER 5, 2023 AND REFERENCED TO THE TEXAS COORDINATE SYSTEM, NAD83, CENTRAL ZONE (4203). COORDINATES SHOWN HEREON ARE GRID.
3. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT. NO RESEARCH INTO EASEMENTS / ENCUMBRANCES WAS PERFORMED.

LEGEND

| | |
|-----------------------|---|
| ● | FOUND MONUMENT |
| ○ | SET MONUMENT |
| P.O.B. | POINT OF BEGINNING |
| P.O.C. | POINT OF COMMENCING |
| R.O.W. | RIGHT OF WAY |
| IRF | IRON ROD FOUND |
| CIRS | CAPPED IRON ROD SET |
| CIRF | CAPPED IRON ROD FOUND |
| ————— | PROPERTY BOUNDARY |
| —— ——— ——— ——— | ADJOINER LINE |
| —— -x- -x- -x- -x- —— | WIRE FENCE |
| ——— ○ ——— | CHAINLINK FENCE |
| O.P.R.W.C.T. | OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS |
| P.R.W.C.T. | PLAT RECORDS, WILLIAMSON COUNTY, TEXAS |

SURVWEST PROJECT NO. #####
 ADD'L INFO:
 DRAWING NAME: P230157 2600 BLUEBONNETS - COMBINED
 REVISION: | REV DESC:



5.640 ACRES SITUATED IN THE
 JACOB EBBERLY SURVEY, ABSTRACT NUMBER 923
 WILLIAMSON COUNTY, TEXAS

TITLE:
**PROPOSED RIGHT-OF-WAY
 ACQUISITION EXHIBIT (PARCEL 13)**

| | | | | |
|------|-------|------------|--------|-----------|
| DWN: | CHK'D | DATE: | SCALE: | SHEET NO: |
| KDA | RGM | 07/17/2024 | 1:100 | 2 OF 3 |