

## POSSESSION AND USE AGREEMENT

STATE OF TEXAS

§

§

COUNTY OF WILLIAMSON

§

WHEREAS, EMOGENE CHAMPION, MICHAEL W. MASON, MARK MASON, and CHARLES WESLEY CRAVEN AND KENNETH DALE CRAVEN, Independently and as Co-Independent Executors of the Estate of Ina Dale Craven, hereinafter referred to as "GRANTOR", whether one or more, is the owner of that certain piece, parcel or tract of land in Williamson County, Texas, being more particularly described by metes and bounds in Exhibit "A", which is attached hereto and made a part hereof; and

WHEREAS, WILLIAMSON COUNTY, TEXAS, and the STATE OF TEXAS, acting by and through Williamson County "collectively GRANTEE", plan to acquire a fee simple interest in the tract(s) of land described in Exhibit "A" (parcel 24), whether through contract and conveyance or through eminent domain proceedings; and

WHEREAS, the GRANTEE must have possession of said-described tract of land for the purposes described below,

Construction of the Highway 183 roadway improvements (Project).

NOW THEREFORE, BE IT KNOWN:

That in consideration of the payment of NINETY THREE THOUSAND AND EIGHTY SIX AND 00/100 Dollars (\$93,086.00) and for the further agreement to postpone the time for scheduling a special commissioners hearing in Cause No. 09-1425-CC1, which compensation amount represents 90% of the estimated compensation for the acquisition of the Property to be acquired and any damages to the remaining property, GRANTOR has GRANTED and CONVEYED and by these presents does GRANT and CONVEY unto the GRANTEE, its employees, agents and assigns an irrevocable right-of-entry, possession, and construction easement, with the right of exclusive possession over, upon, and across those tracts of land described in Exhibit "A".

GRANTOR warrants and represents by, through, and under the GRANTOR, but not otherwise, that the title to the Property is free and clear of all liens and encumbrances on the title to the Property, or that any necessary and proper releases will be executed for the Property prior to or simultaneously with the first payment of funds being disbursed under this agreement. The GRANTOR further agrees to indemnify the GRANTEE from all unreleased or undisclosed liens, claims or encumbrances that are known to GRANTEE and that affect the Property.

It is expressly agreed, acknowledged, and understood that the consideration paid hereunder shall be credited against, applied towards, and offset from any consideration to be paid in satisfaction of an agreed purchase price under a contract and conveyance or in satisfaction of the award of the Special Commissioners or subsequent judgment in any condemnation proceeding for the acquisition of the property interests described in Exhibit "A", and any other real property situated on Exhibit "A" or on the remainder property adjacent to Exhibit "A" to be acquired from GRANTOR.

It is expressly agreed, acknowledged, and understood that the easements, rights, and privileges herein granted are assignable and shall be used by the GRANTEE, its employees, agents, and assigns, for the purposes of entering upon the above-described property, before the closing of the contemplated real estate transaction or the acquisition of title through condemnation, and proceeding with surveying, site review and analysis, utility relocation, actual construction on the Project, and all manner of preparation and work attendant thereto. Utility relocation, if any, shall include, but not be limited to, the relocation of water and wastewater lines, electrical lines, cable television lines, telephone lines, gas lines, and their attendant facilities from the existing roadway right-of-way on the property described in Exhibit "A".

The GRANTEE, its employees, agents, and assigns shall have the full and exclusive right to control and use the above-described tracts, including the right to erect and maintain fencing and traffic and pedestrian control and devices and signs, the right to clear trees and vegetation, and the right to excavate, trench, fill, and grade the real property itself.

At no time during the possession of the property by GRANTEE for the purposes described herein shall GRANTOR be denied reasonable access and/or ingress to or egress from the remaining property.

The easement, rights, and privileges herein granted shall automatically terminate upon the contemplated closing of the above-described real estate transaction or the rendition of a final judgment in condemnation proceedings. However, this grant shall survive the termination of any purchase contract agreement and shall also survive any institution of condemnation proceedings.

The parties further agree as follows:

1. That by virtue of the granting of permission to the GRANTEE to take temporary possession of the Property in accordance with this Agreement, GRANTOR does not waive any legal rights or defenses under the Constitution of the United States, the Constitution and Statutes of the State of Texas or any other provisions of the law that GRANTOR may have in connection with the acquisition of any rights to the Property by the GRANTEE.
2. That this Right of Entry, Possession, and Construction Easement is irrevocable by GRANTOR but only valid until sixty (60) business days after the filing of a Special Commissioners' award in the Cause. Thereafter, continued possession, if at all, will be pursuant to a deposit of a Special Commissioners' award according to Texas law governing possession in a statutory eminent domain case.
3. The date of valuation for purposes of determining the value of the just compensation for the Property to be acquired shall be the date of a deposit of a Special Commissioners Award in any applicable condemnation suit for this acquisition.

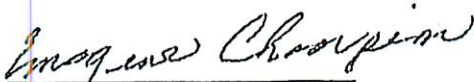
5. This Agreement shall be binding upon the heirs, devisees, executors, administrators, legal representatives, successors and assigns of the parties. Specifically, Grantee's heirs, devisees, executors, administrators, legal representatives, successors or assigns are bound by terms of this agreement which state that the consideration paid hereunder to Grantee shall be credited against, applied towards, and offset from any consideration to be paid in satisfaction of an agreed purchase price under a contract and conveyance or in satisfaction of the award of the Special Commissioners or subsequent judgment in any condemnation proceeding for the acquisition of the property described herein, whether said Grantee is or is not the owner of said property, now or in the future.
6. The easement, right, and privileges granted herein are exclusive, and GRANTOR covenants that it will not convey any other easement or conflicting rights within the area covered by this grant. This grant shall be binding upon legal representatives, successors, and assigns of GRANTOR for the term of this grant.
7. GRANTEE agrees that once the GRANTOR, in writing, asks for a special commissioner's hearing to be scheduled, both parties will undertake all reasonable efforts to hold a special commissioners' hearing within ninety (90) days after the GRANTOR'S request. Any award that exceeds \$93,086.00 will be deposited in the registry of the court within twenty (20) days following the award made by the special commissioners. If the compensation issue is settled through negotiations, a fixed date for receipt of the additional funds, if any, will be agreed upon as part of the negotiation process.

TO HAVE AND TO HOLD the possession of the above-described tracts of land for the purposes and subject to the limitations described above, and GRANTOR warrants that he knows of no persons or business entity owns a present possessory interest in the fee title to the above-described premises other than GRANTOR, and that there are no parties in possession of any portion of the referenced real property as lessees other than identified herein.

*[signature page follows]*

Executed this the \_\_\_\_ day of \_\_\_\_\_, 2009.

GRANTOR:

  
Emogene Champion

Address: P.O. Box 266  
Leander, Tex 78646

\_\_\_\_\_  
Michael W. Mason

Address: \_\_\_\_\_  
\_\_\_\_\_

  
Mark Mason

Address: 114 CIRCLE DRIVE  
UNIVERSAL CITY, TX 78148

\_\_\_\_\_  
Charles Wesley Craven, Individually and  
as Co-Independent Executor of the Estate  
of Ina Dale Craven

Address: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Kenneth Dale Craven, Individually and  
as Co-Independent Executor of the Estate  
of Ina Dale Craven

Address: \_\_\_\_\_  
\_\_\_\_\_

Executed this the \_\_\_\_ day of \_\_\_\_\_, 2009.

**GRANTOR:**

\_\_\_\_\_  
Emogene Champion

Address: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Michael W. Mason

Address: 2050 Hwy 183  
Georgetown, TX 78641

\_\_\_\_\_  
Mark Mason

Address: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Charles Wesley Craven, Individually and  
as Co-Independent Executor of the Estate  
of Ina Dale Craven

Address: 30309 BERRY CREEK DR.  
GEORGETOWN, TX 78626

\_\_\_\_\_  
Kenneth Dale Craven, Individually and  
as Co-Independent Executor of the Estate  
of Ina Dale Craven

Address: 108 Painted Bunting Court  
Georgetown, TX 78641

Executed this the \_\_\_\_ day of \_\_\_\_\_, 2009.

**GRANTOR:**

*Emogene Champion*  
Emogene Champion

Address: P.O. Box 266  
Leander, Tex 78643

\_\_\_\_\_  
Michael W. Mason

Address: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Mark Mason

Address: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Charles Wesley Craven, Individually and  
as Co-Independent Executor of the Estate  
of Ina Dale Craven

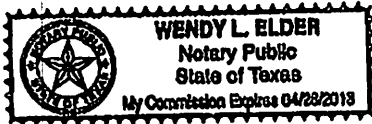
Address: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Kenneth Dale Craven, Individually and  
as Co-Independent Executor of the Estate  
of Ina Dale Craven

Address: \_\_\_\_\_  
\_\_\_\_\_

STATE OF TEXAS  
COUNTY OF BEXAR

This instrument was acknowledged before me on this the 17 day of November, 2009  
by Mark Mason, in the capacity and for the purposes and consideration recited herein.



Wendy L. Elder  
Notary Public, State of Texas  
Printed Name: Wendy L. Elder  
My Commission Expires: 042813

STATE OF TEXAS  
COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2009  
by Wesley Craven, in the capacity and for the purposes and consideration recited herein.

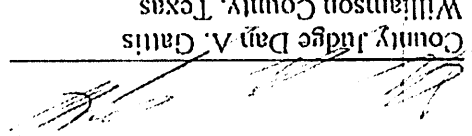
\_\_\_\_\_  
Notary Public, State of Texas  
Printed Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

STATE OF TEXAS  
COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2009  
by Kenneth Craven, in the capacity and for the purposes and consideration recited herein.

\_\_\_\_\_  
Notary Public, State of Texas  
Printed Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

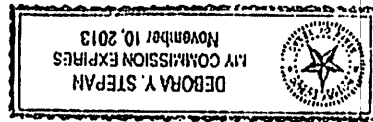
GRANTEE:  
WILLIAMSON COUNTY, TEXAS

  
County Judge Dan A. Gault  
Williamson County, Texas

ACKNOWLEDGMENT

STATE OF TEXAS  
COUNTY OF TRAVIS

This instrument was acknowledged before me on this the 3rd day of November, 2009 by Eugene Champion, in the capacity and for the purposes and consideration recited herein.



*Debora Y. Stepan*  
Notary Public, State of Texas  
Printed Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

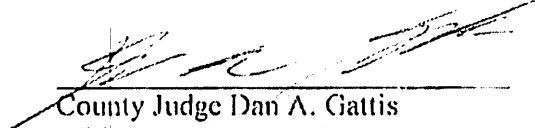
STATE OF TEXAS  
COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on this the \_\_\_\_\_ day of \_\_\_\_\_, 2009 by Michael W. Mason, in the capacity and for the purposes and consideration recited herein.

Notary Public, State of Texas  
Printed Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



GRANTEE:  
WILLIAMSON COUNTY, TEXAS

  
County Judge Dan A. Gattis  
Williamson County, Texas

ACKNOWLEDGMENT

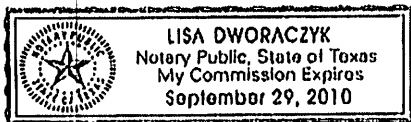
STATE OF TEXAS  
COUNTY OF \_\_\_\_\_

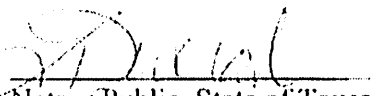
This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2009  
by Emogene Champion, in the capacity and for the purposes and consideration recited herein.

\_\_\_\_\_  
Notary Public, State of Texas  
Printed Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

STATE OF TEXAS  
COUNTY OF Williamson

This instrument was acknowledged before me on this the 12 day of December, 2009  
by Michael W. Mason, in the capacity and for the purposes and consideration recited herein.



  
Notary Public, State of Texas  
Printed Name: Lisa Dworaczyk  
My Commission Expires: 9/29/10

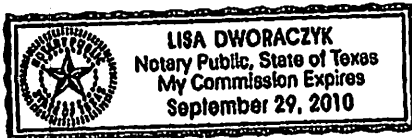
STATE OF TEXAS  
COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2009  
by Mark Mason, in the capacity and for the purposes and consideration recited herein.

\_\_\_\_\_  
Notary Public, State of Texas  
Printed Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

STATE OF TEXAS  
COUNTY OF Williamson

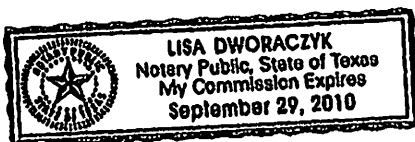
This instrument was acknowledged before me on this the 17 day of November, 2009  
by Charles Wesley Craven, in the capacity and for the purposes and consideration recited herein.



Lisa Dworaczyk  
Notary Public, State of Texas  
Printed Name: Lisa Dworaczyk  
My Commission Expires: 9-29-10

STATE OF TEXAS  
COUNTY OF Williamson

This instrument was acknowledged before me on this the 17 day of November, 2009  
by Kenneth Dale Craven, in the capacity and for the purposes and consideration recited herein.



Lisa Dworaczyk  
Notary Public, State of Texas  
Printed Name: Lisa Dworaczyk  
My Commission Expires: 9-29-10

**STATE OF TEXAS**  
**COUNTY OF WILLIAMSON**

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2009 by Dan A. Gattis, Williamson County Judge, in the capacity and for the purposes and consideration recited herein.

\_\_\_\_\_  
Notary Public, State of Texas  
Printed Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

After recording return to:

Don Childs  
Sheets & Crossfield, P.C.  
309 E. Main St.  
Round Rock, Texas 78664

EXHIBIT A

County: Williamson  
Parcel No.: 24  
Highway: U.S. 183  
Limits: From: Green Valley Drive  
To: ±400 feet north of County Road 213

## PROPERTY DESCRIPTION FOR PARCEL 24

DESCRIPTION OF A 0.811 ACRE TRACT OF LAND LOCATED IN THE JOHN B. ROBINSON SURVEY, ABSTRACT NO. 521, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 6.669 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO INA DALE CRAVEN, REX H. MASON, AND EMOGENE CHAMPION AS RECORDED IN DOCUMENT NO. 1999041118, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.811 ACRE TRACT, AS SHOWN ON A RIGHT-OF-WAY SKETCH PREPARED BY SAM, INC. FOR THIS PARCEL, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a 5/8-inch iron rod with a "SAM Inc." aluminum cap set in concrete, 200.00 feet left of U.S. Highway 183 Engineer's Centerline Station 210+52.54, being in the south line of a called 43.0 acre tract of land, described in the deed to Charles Wesley Craven and Kenneth Dale Craven, filed June 18, 2008, Williamson County Court Records, Texas, further described as Ina Dale Craven, as recorded in Volume 595, Page 293, of the Deed Records of Williamson County, Texas, same being the north line of said 6.669 acre tract, also being in the proposed east right-of-way line of said U.S. 183, and the **POINT OF BEGINNING** of the tract described herein, from which a 1/2-inch iron rod found for an angle point bears N 70° 32' 39" E, a distance of 27.18 feet to a calculated point and N 76° 20' 40" E, a distance of 333.94 feet to said 1/2-inch iron found;

**THENCE** leaving said common line with said proposed east right-of-way line crossing through the interior of said 6.669 acre tract, S 25° 46' 20" E, a distance of 136.86 feet a 1/2-inch iron rod with a "SAM Inc." plastic cap set, 200.00 feet left of U.S. Highway 183 Engineer's Centerline Station 211+89.40, marking the south line of said 6.669 acre tract of land, same being the north line of a called 10.557 acre tract, described in the deed to Harold L. Dowdy, Sr. and Johnnie T. Dowdy, as recorded in Document No. 1998046183, of the Official Records of Williamson County, Texas;

**THENCE** leaving said proposed east right-of-way line, with the common line of said 6.669 acre tract and said 10.557 acre tract, the following two (2) courses and distances:

- 1) S 72° 23' 52" W, a distance of 164.51 feet to a calculated angle point, and
- 2) S 60° 16' 07" W, a distance of 97.21 feet to a calculated point, in the existing east right-of-way line of U.S. 183, a variable width right-of-way;

**THENCE** with said existing east right-of-way line, N 25° 04' 09" W, a distance of 148.76 feet to a TxDOT Type I concrete monument found, same being in the common line of said 6.669 acre tract and said 43.0 acre tract,

**THENCE** leaving said existing east right-of-way, with the said common line of, N 70° 32' 40" E, a distance of 259.57 feet to the **POINT OF BEGINNING** and containing 0.811 acres of land, more or less.

This property description is accompanied by a separate sketch of even date.

All coordinates shown hereon are NAD 83/93 (HARN) State Plane Coordinates adjusted to the surface using a combined scale factor of 1.00012.

THE STATE OF TEXAS  
COUNTY OF TRAVIS

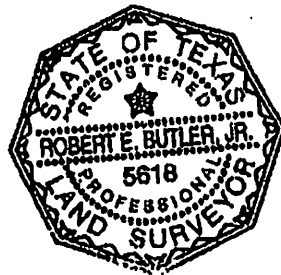
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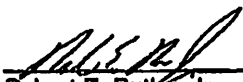
KNOW ALL MEN BY THESE PRESENTS:

That I, Robert E. Butler, Jr., a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 26<sup>th</sup> day of June 2008.

SURVEYING AND MAPPING, Inc.  
5508 West Highway 290  
Building B  
Austin, Texas 78735



  
Robert E. Butler, Jr.  
Registered Professional Land Surveyor  
No. 5618 - State of Texas





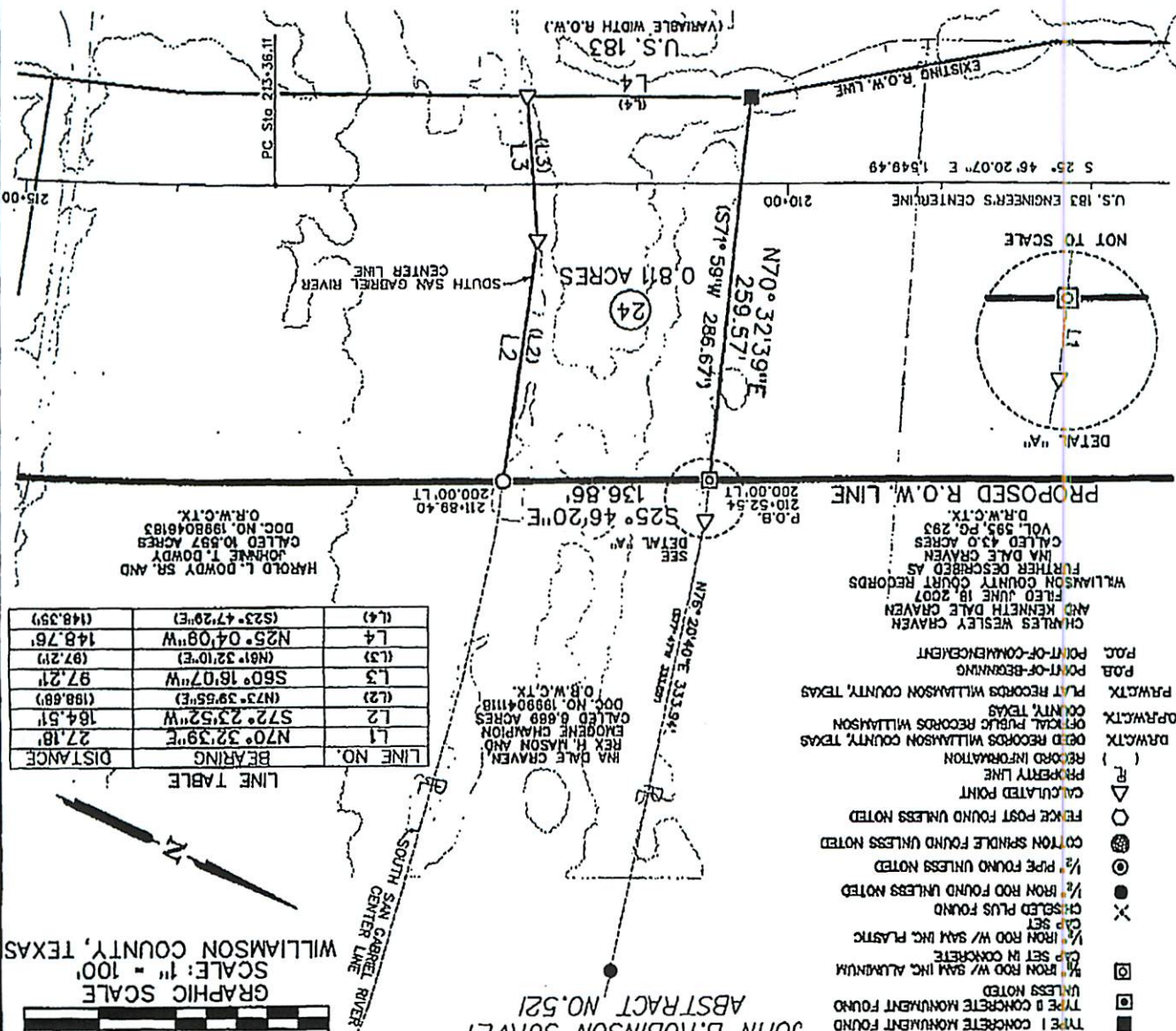
6508 West Highway 200, Building 875  
Austin, Texas 78735  
(512) 447-0576  
Fax: (512) 328-3028



WILLIAMSON COUNTY, TEXAS  
24  
PARCEL  
RIGHT-OF-WAY SKETCH

PAGE 3 OF 3  
REF. FIELD NOTE NO. 4595

NOTES:  
1. RECORD INFORMATION ON THIS DRAWING IS BASED ON A PUBLIC RECORDS SEARCH BY THE SURVEYOR AND MAY NOT INCLUDE ALL EASEMENTS OR INSTRUMENTS PERTAINING TO THIS PROPERTY.  
2. ALL COORDINATES AND BEARINGS ARE BASED UPON NAD 83/93 DATUM STATE PLANE COORDINATES ADJUSTED TO THE SURFACE USING A COMBINED SCALE FACTOR OF 1.00012.  
3. IMPROVEMENTS SHOWN HEREON ARE BASED UPON SAM, NO. AERIAL SURVEY DIGITAL FILES SUPPLEMENTED BY ON-THE-GROUND SURVEY BY SAM, INC. THERE MAY BE ADDITIONAL IMPROVEMENTS THAT ARE NOT SHOWN.  
4. VISUAL UTILITIES SHOWN HEREON ARE BASED UPON VISIBLE EVIDENCE FOUND ON THE GROUND. THERE MAY BE ADDITIONAL UNDERGROUND UTILITIES THAT ARE NOT SHOWN.  
5. PROPERTY DESCRIPTION OF EVEN DATE ACCOMPANIES THIS SKETCH.  
6. PROPERTY CENTER LINE THIS SURVEY WAS MADE ON THE GROUND UNDER MY PERSONAL SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.



LINE NO.	BEARING	DISTANCE
L1	N70° 32' 39" E	27.18'
L2	S72° 23' 52" W	164.51'
L2	(N73° 39' 55" E)	(198.68')
L3	S60° 16' 07" W	97.21'
L3	(N61° 32' 10" E)	(97.21')
L4	N25° 04' 08" W	148.76'
L4	(S23° 47' 29" E)	(148.35')

HAROLD L. DOWDY SR. AND  
JOHNNIE T. DOWDY  
CALLED TO 6.97 ACRES  
DOC. NO. 1998046183  
O.R.W.C.T.X.

CHARLES WESLEY CRAVEN  
AND KENNETH DALE CRAVEN  
FILED JUNE 18, 2007  
WILLIAMSON COUNTY COURT RECORDS  
FURTHER DESCRIBED AS  
IN A DALE CRAVEN  
CALLED 43.0 ACRES  
VOL. 595, PG. 293  
D.R.W.C.T.X.

- LEGEND
- TYPE 1 CONCRETE MONUMENT FOUND UNLESS NOTED
  - TYPE 2 CONCRETE MONUMENT FOUND UNLESS NOTED
  - 1/4" IRON ROD W/ SAM INC. ALUMINUM CAP SET IN CONCRETE
  - 1/4" IRON ROD W/ SAM INC. PLASTIC CAP SET
  - CHISELED PLUS FOUND
  - 1/2" IRON ROD FOUND UNLESS NOTED
  - 1/2" PIPE FOUND UNLESS NOTED
  - COTTON SPINDLE FOUND UNLESS NOTED
  - FENCE POST FOUND UNLESS NOTED
  - CALCULATED POINT
  - PROPERTY LINE
  - RECORD INFORMATION
  - DEED RECORDS WILLIAMSON COUNTY, TEXAS
  - ORIGINAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
  - PLAT RECORDS WILLIAMSON COUNTY, TEXAS
  - POINT-OF-BEGINNING
  - P.O.B.
  - P.O.C.
  - POINT-OF-CEASEMENT

JOHN B. ROBINSON SURVEY  
ABSTRACT NO. 521

GRAPHIC SCALE  
SCALE: 1" = 100'  
WILLIAMSON COUNTY, TEXAS