

**POSSESSION AND USE AGREEMENT
RM 2338**

STATE OF TEXAS

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§

COUNTY OF WILLIAMSON

WHEREAS, BERTHA ELIZABETH TRAVIS, hereinafter referred to as "GRANTOR", whether one or more, is an owner of that certain pieces, parcels or tracts of land in Williamson County, Texas, being more particularly described by metes and bounds in Exhibits "A-B" (Parcel 17 & 17E), which is attached hereto and made a part hereof; and

WHEREAS, THE STATE OF TEXAS, acting by and through WILLIAMSON COUNTY, TEXAS, plans to acquire a fee simple interest in the tract of land described in Exhibit "A", and PEDERNALES ELECTRIC COOPERATIVE and CHISHOLM TRAIL SPECIAL UTILITY DISTRICT, all collectively known as "GRANTEE", plan to acquire a waterline/electric easement interest in the tract of land described in Exhibit "B", 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 RM 2338 roadway improvements and related utility relocations (Project).

NOW THEREFORE, BE IT KNOWN:

That in consideration of the payment of FIFTEEN THOUSAND TWO HUNDRED TWENTY 00/100 Dollars (\$15,220.00), which amount represents 10% 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 Exhibits "A-B".

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 or subordinations 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 herein and shown in Exhibits "A-B".

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 Exhibits "A-B". Only Chisholm Trail Special Utility District waterline and Pedernales Electric Cooperative electric utility facilities shall be located in the area described in Exhibit "B".

Notwithstanding the rights of any other owners of the Property who are not joined in this agreement, GRANTEE, its employees, agents, and assigns shall have the right to control and use the above-described tracts to the extent of GRANTOR'S existing possessory interest, 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.

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 21th day of March, 2010.


GRANTOR:


Bertha Elizabeth Travis

Address: 600 CR 212
Florence, TX 76527

GRANTEE:

WILLIAMSON COUNTY, TEXAS


County Judge Dan A. Gattis
Williamson County, Texas

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF Burnet

This instrument was acknowledged before me on this the 27th day of March, 2010
by Bertha Elizabeth Travis, in the capacity and for the purposes and consideration recited herein.



Deborah Stearns

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 ____ day of _____,
2010 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

STATE OF TEXAS
COUNTY OF WILLIAMSON

WATERLINE
EASEMENT

0.025 ACRE OF LAND SITUATED IN
LEWIS P. DYCHES SURVEY
ABSTRACT 171
WILLIAMSON COUNTY, TEXAS

LEGAL DESCRIPTION

DESCRIPTION OF A 0.025 ACRE (1,104 SQUARE FEET) TRACT SITUATED IN THE LEWIS P. DYCHES SURVEY, ABSTRACT 171, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF A CALLED 14.807 ACRES TRACT AS DESCRIBED IN A SPECIAL WARRANTY DEED TO WILLIAM B. TRAVIS RECORDED IN DOCUMENT NO. 2005011294 AND ALSO DESCRIBED IN A SPECIAL WARRANTY DEED TO BERTHA ELIZABETH TRAVIS RECORDED IN DOCUMENT NO. 2005011293, BOTH OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod with aluminum cap stamped "Texas Dept. of Trans." found at intersection of the southeast line of said 14.807 acres tract, same being the northwest right-of-way line of Ridgewood Road, a 50 feet wide right-of-way according to the plat of North Lake Estates, a subdivision according to the plat of record in Cabinet H, Slides 354-370 of the Plat Records of Williamson County, Texas, and the proposed southwest right-of-way line of Ranch to Market Road 2338, a proposed varying width right-of-way;

THENCE leaving said southeast line of the 14.807 acres tract and said northwest right-of-way line of Ridgewood Road, crossing said 14.807 acres tract with said proposed southwest right-of-way of R.M. 2338, N01°46'34"E a distance of 13.71 feet to the **POINT OF BEGINNING** of the tract described herein;

THENCE leaving said southwest right-of-way line of R.M. 2338, continuing across said 14.807 acres tract the following three (3) courses and distances:

1. S48°36'15"W a distance of 27.42 feet,
2. N01°46'34"E a distance of 59.38 feet, and
3. N44°56'57"E a distance of 13.96 feet to a point in said proposed southwest right-of-way line of R.M. 2338;

THENCE continuing across said 14.807 acres tract, with said proposed southwest right-of-way line of R.M. 2338 the following two (2) courses and distances:

1. S45°03'03"E a distance of 14.33 feet, and
2. S01°46'34"W a distance of 41.00 feet to said **POINT OF BEGINNING** and containing 0.025 acre.

THE STATE OF TEXAS

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KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TRAVIS

That I, Dan H. Clark, a Registered Professional Land Surveyor, do hereby state 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 during the month of July 2009

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 10th day of September 2009, A.D.

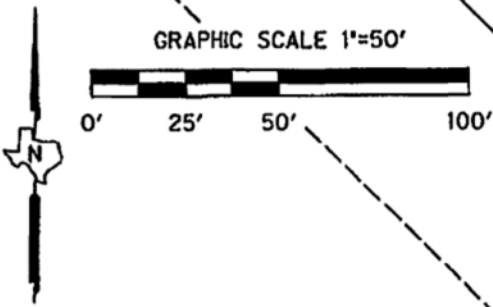
Halff Associates, Inc.
4030 West Braker Lane
Suite 450
Austin, Texas 78759



 9/10/2009
Dan H. Clark
Registered Professional Land Surveyor
No. 6011 – State of Texas

ADDITIONAL NOTES:

1. Bearings shown hereon are based on the Texas State Plane Coordinates System, NAD 83, Central Zone, using a combined surface adjustment factor of 1.00014. Distances shown hereon are surface distances.
2. This description has been prepared as a result of a survey completed in July 2009 and is submitted in connection with a survey drawing prepared by Halff Associates, Inc. titled S301-IS(10)-26424.dgn, dated September 10, 2009, AVO No. 26424.
3. See Texas Department of Transportation Right-of-Way map CSJ 2211-01-023 for detailed information regarding Ranch to Market Road No. 2338.



LEGEND:

- 1/2" IRON ROD FOUND W/CAP "TXDOT"
- 1/2" IRON ROD SET W/CAP "HALFF"
- △ CALCULATED POINT
- O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS OF WILLIAMSON CO., TX
- P.R.W.C.T. PLAT RECORDS OF WILLIAMSON CO., TX.
- D.R.W.C.T. DEED RECORDS OF WILLIAMSON CO., TX.
- P.O.B. POINT OF BEGINNING
- () RECORD INFORMATION

BERTHA ELIZABETH TRAVIS
DOC. # 2005011293
O.P.R.W.C.T.

- AND -
WILLIAM B. TRAVIS
DOC. # 2005011294
O.P.R.W.C.T.

14.807 AC.
FURTHER DESCRIBED IN
VOL. 1265, PG. 326
D.R.W.C.T.

PROPOSED WATER
LINE ESMT.
0.025 AC.
1,104 SQ. FT.

LEWIS P. DYCHES SURVEY,
ABSTRACT NO. 171

10' P.U.E.
VOL. 855,
PG. 563
D.R.W.C.T.

RIDGEWOOD ROAD
(60' R.O.W.)
CAB. H. SLIDES 554-570
P.R.W.C.T.

HOMER E. MICK JR.
(4.40 AC.)
VOL. 856, PG. 641
D.R.W.C.T.

LINE	BEARING	DISTANCE
L1	N 01° 46' 34" E	13.71'
L2	S 48° 36' 15" W	27.42'
L3	N 01° 46' 34" E	59.38'
L4	N 44° 56' 57" E	13.96'
L5	S 45° 03' 03" E	14.33'
L6	S 01° 46' 34" W	41.00'



4030 WEST BRAXER LANE, SUITE 450
AUSTIN, TEXAS 78759-5350
TEL (512) 252-8164
FAX (512) 252-8141

PARCEL 10
SKETCH TO ACCOMPANY DESCRIPTION

HALFF AVO:
26424

DATE:
9/10/2009

ACCOMPANYING FILE NAME:
SV-LD-P10-26424.doc

SKETCH BY:
KKH

1,104 SQUARE FEET
~ 0.025 ACRES
SITUATED IN THE
LEWIS P. DYCHES SURVEY,
ABSTRACT NO. 171
WILLIAMSON COUNTY, TEXAS

EXHIBIT _____

County: Williamson
Parcel No.: 10
Highway: R.M. 2338
Limits: From 0.3 Miles North of Ronald W. Reagan Blvd.
To F.M. 3405
CSJ: 2211-01-023

LEGAL DESCRIPTION FOR PARCEL 10

BEING 0.810 of an acre (35,284 Square Feet) of land, situated in the Lewis P. Dyches Survey, Abstract No. 171, in Williamson County, Texas, said land being a portion of that certain tract of land, called 14.807 acres, as described in a deed containing one half interest to William B. Travis of record as Document No. 200511294 of the Official Public Records of Williamson County, Texas and a deed containing one half interest to Bertha Elizabeth Travis by deed recorded as Document No. 2005011293 of the Official Public Records of Williamson County, Texas. Surveyed on the ground in the month of January, 2008, under the supervision of Brian F. Peterson, Registered Professional Land Surveyor, and being more particularly described as follows;

Beginning for REFERENCE at an iron pin found on the Northwest line of the above-reference 14.807 acre Travis tract, being the most southerly corner of the certain tract of land, called 8.13 acres, as conveyed to Lonnie J. Pebley and Jamie E. Pebley by deed recorded in Document No. 2007048227 of the Official Public Records of Williamson County, Texas;

THENCE, along the said Northwest line of the said 14.807 acre Travis tract being the Southeast line of the said 8.13 acre Pebley tract, N 43°07'45" E, 445.97 feet to an iron pin with TxDOT aluminum cap set on the proposed Southwest line of the Ranch to Market Highway No. 2338, 85.00 feet right of station 417+45.72, for the most westerly corner, and Point of BEGINNING hereof;

- 1) THENCE, N 43°07'45" E, 53.31 feet to an iron pin found on the existing Southwest line of RM 2338 marking the most northerly corner of the said 14.807 acre Travis tract, being the most easterly corner of the said 8.13 acre Pebley tract for the most northerly corner hereof;
- 2) THENCE, along the said existing Southwest line of RM 2338, S 44°58'15" E, 362.77 feet to a TxDOT Type I Concrete Marker found;
- 3) And S 45°15'30" E, 288.68 feet to an iron pin found at the intersection of the existing Southwest line of RM 2338 and the Northwest line of Ridgewood Road marking the most easterly corner of the said 14.807 acre Travis tract, for the most easterly corner hereof;
- 4) THENCE, along the said Northwest line of Ridgewood Road being the Southwest line of the said 14.807 acre Travis Tract, S 48°36'15" W, 93.91 feet to an iron pin with TxDOT

aluminum cap set (to be replaced with TxDOT Type II monument after right-of-way acquisition is complete) on the proposed Southwest line of RM 2338, for the most southerly corner hereof;

- 5) THENCE, along the said proposed Southwest line of RM 2338, N 1°46'30" E, 54.71 feet to an iron pin with TxDOT aluminum cap set (to be replaced with TxDOT Type II monument after right-of-way acquisition is complete);
- 6) And N 45°03'00" W, 606.34 feet to the Place of BEGINNING and containing 0.810 of an acre (35,284 Square Feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83. All distances are surface distances and may be converted back to grid with a Combined Adjustment Factor of 1.00014.

Access is permitted to the highway facility from the remainder of the abutting property.

STATE OF TEXAS }
COUNTY OF WILLIAMSON } KNOW ALL MEN BY THESE PRESENTS:

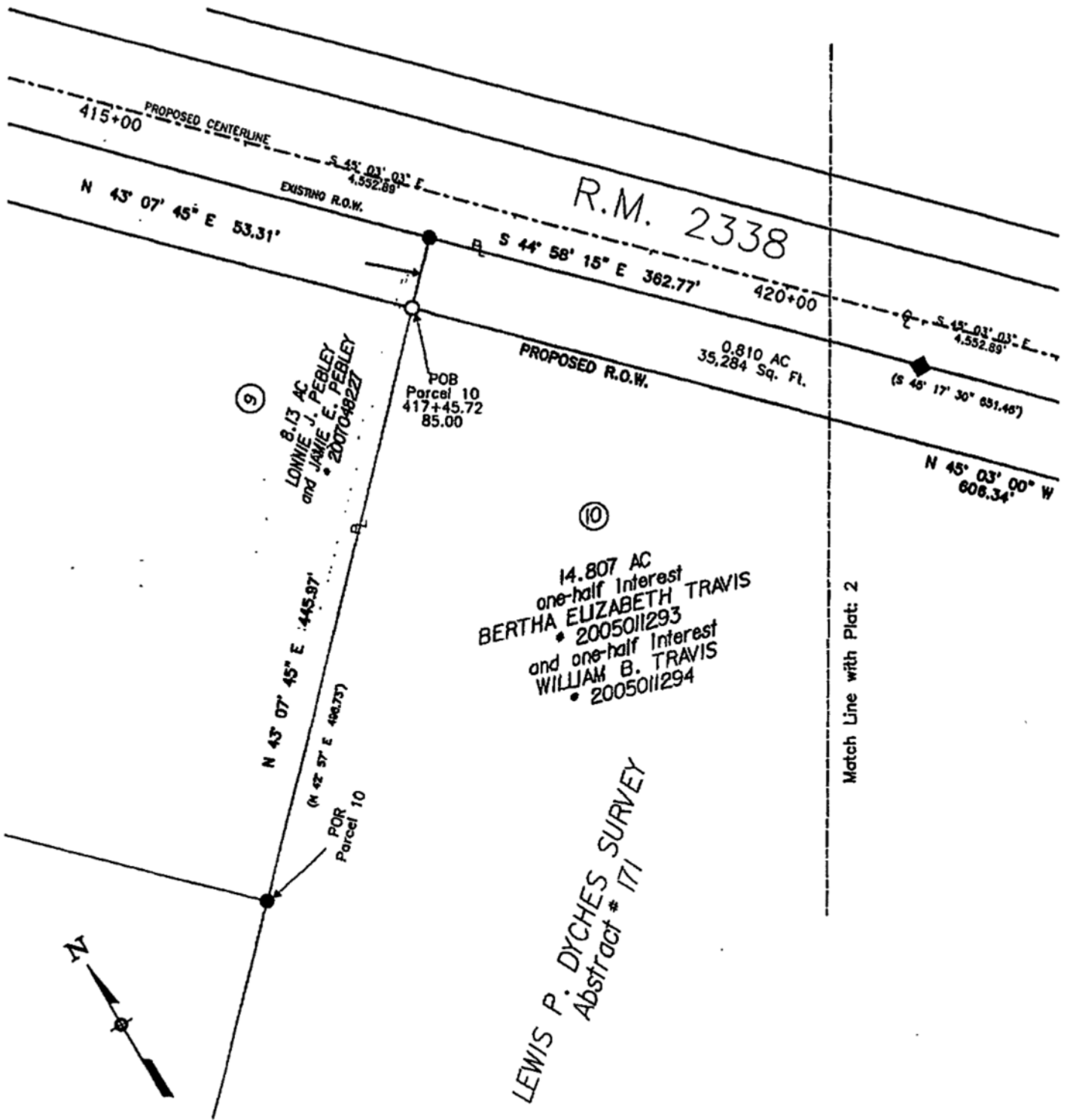
I, Brian F. Peterson, Registered Professional Land Surveyor, do hereby certify that this survey was made on the ground of the property legally described herein and is correct, and that there are no apparent discrepancies, conflicts, overlapping of improvements, visible utility lines or roads in place, except as shown on the accompanying plat, to the best of my knowledge and belief.

To certify which, witness my hand and seal at Georgetown, Williamson County, Texas, this the 18th day of March, 2008, A.D.

Brian F. Peterson
Registered Professional Land Surveyor, No. 3967
State of Texas



PLAT TO ACCOMPANY PARCEL DESCRIPTION



PAGE 3 OF 5

STEGE BIZZELL

PARCEL PLAT SHOWING PROPERTY OF:
WILLIAM B. TRAVIS and
BERTHA ELIZABETH TRAVIS

Texas Department of Transportation
By State Engineer

SCALE:
1" = 100'

CSJ #:
2211-01-023

PROJECT:
RM 2338

COUNTY:
WILLIAMSON

PARCEL: 10
Plat 1 of 3

PLAT TO ACCOMPANY PARCEL DESCRIPTION

R.M. 2338

S 44° 58' 15" E 382.77' 420+00
0.810 AC
35,284 Sq. Ft.
PROPOSED R.O.W.

PROPOSED R.O.W.

EXISTING R.O.W.

PROPOSED CENTERLINE

S 45° 03' 01" E
4,352.89'

(S 45° 17' 30" E 851.46')

S 45° 15' 30" E 288.68

425+00

N 45° 03' 00" W
808.34'

423+52.05
85.00

N 1° 48' 30" E
54.71'

423+89.49
124.00

S 48° 38' 15" W
93.91'

West Ridgewood Rd

14.807 AC
one-half Interest
BERTHA ELIZABETH TRAVIS
• 2005011293
and one-half Interest
WILLIAM B. TRAVIS
• 2005011294

Match Line with Plat 1

LEWIS P. DYCHES SURVEY
Abstract # 171



STEGE BIZZELL

PARCEL PLAT SHOWING PROPERTY OF:
WILLIAM B. TRAVIS and
BERTHA ELIZABETH TRAVIS



SCALE:
1" = 100'

CSJ #:
2211-01-023

PROJECT:
RM 2338

COUNTY:
WILLIAMSON

PARCEL: 10
Plat 2 of 3