

POSSESSION AND USE AGREEMENT

STATE OF TEXAS

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§

COUNTY OF WILLIAMSON

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WHEREAS, FIRST TEXAS BANK, GEORGETOWN, TEXAS, hereinafter referred to as "GRANTOR", whether one or more, is the owner of or tenant on that certain piece, parcel or tract of land in Williamson County, Texas, being more particularly described by metes and bounds in Exhibits "A-B" (the "Property"), which is attached hereto and made a part hereof; and

WHEREAS, WILLIAMSON COUNTY, TEXAS, and the STATE OF TEXAS, plan to acquire a fee simple interest in the tract(s) of land described in Exhibit "A", and CHISHOLM TRAIL SPECIAL UTILITY DISTRICT plans to acquire a waterline easement interest in the tract of land described in Exhibit "B", collectively acting through Williamson County, Texas and identified as "GRANTEE" herein, whether through contract and conveyance or through eminent domain proceedings; and

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

Construction of the Highway 183 roadway improvements and related utility adjustments (Project).

NOW THEREFORE, BE IT KNOWN:

That in consideration of the payment of ONE HUNDRED TWO THOUSAND ONE HUNDRED SIXTY FIVE AND 00/100 Dollars (\$102,165.00), which compensation amount represents 90% of the estimated compensation for the acquisition of the Property to be acquired and any damages to or cost to cure 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 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 Exhibits "A-B", and any other real property situated on Exhibits "A-B" or on the remainder property adjacent to Exhibits "A-B" 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 property described in Exhibit "B" shall be used only for the installation of waterline facilities.

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 for its current uses.

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, Grantor'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 Grantor 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 Grantor 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 it will not remove or otherwise destroy any of the existing improvements or OSSF system on the Property prior to May 15th, 2010. Upon payment of the compensation as set out in this agreement, GRANTOR agrees that it shall diligently pursue the reconstruction, relocation or reconfiguration of any part of the existing OSSF system which is located within the property described in Exhibits "A-B" to within the remaining property of GRANTOR, and shall also diligently pursue any other desired removal of improvements from the Property, or any reconfiguration or reconstruction of improvements on the remaining Property of GRANTOR in order to allow GRANTEE to carry out the purposes of this Agreement.
8. GRANTEE agrees that once the GRANTOR, in writing, asks for a special commissioner's hearing to be scheduled, a Petition in Condemnation will be filed within thirty (30) days after said written request is received. Furthermore, both parties will undertake all reasonable efforts to hold a special commissioners' hearing within ninety (90) days after the GRANTOR asks for a special commissioners' hearing to be scheduled. Any award that exceeds \$102,165.00 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 which 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 24 day of May, ²⁰¹⁰~~2009~~.

GRANTOR:

FIRST TEXAS BANK, GEORGETOWN, TEXAS

By: [Signature] Berry J. Hays
Its: President

Address: 900 S. Austin Ave
Georgetown, TX 78626

GRANTEE:

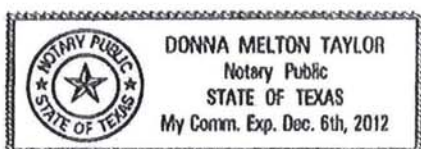
WILLIAMSON COUNTY, TEXAS

[Signature]
County Judge Dan A. Gattis
Williamson County, Texas

ACKNOWLEDGMENT

STATE OF TEXAS Williamson
COUNTY OF Texas

This instrument was acknowledged before me on this the 24th day of March, ²⁰¹⁰2009
by Barry J Harog, in the capacity and for the purposes and consideration recited
herein.



Donna Melton Taylor
Notary Public, State of Texas
Printed Name: Donna Melton-Taylor
My Commission Expires: Dec 6, 2012

STATE OF TEXAS
COUNTY OF _____

This instrument was acknowledged before me on this the ____ day of _____, 2009
by _____, in the capacity and for the purposes and consideration recited
herein.

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

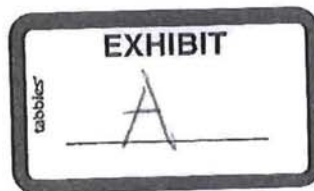
STATE OF TEXAS
COUNTY OF WILLIAMSON

²⁰¹⁰2009 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



County: Williamson
Parcel No.: 9
Highway: U.S. 183
Limits: From: Riva Ridge Drive
To: State Highway 29

PROPERTY DESCRIPTION FOR PARCEL 9

DESCRIPTION OF A 0.141 ACRE TRACT OF LAND LOCATED IN THE JOHN B. ROBINSON SURVEY, ABSTRACT NO. 521, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 3.00 ACRE TRACT OF LAND, DESCRIBED IN THE DEED TO FIRST TEXAS BANK, GEORGETOWN, TEXAS, AS RECORDED IN DOCUMENT NO. 2001069459, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.141 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 130+64.36, being in the proposed east right-of-way line of U.S. Highway 183, a varying width right-of-way, being in the south line of said 3.00 acre tract and the north line of a called 86.070 acre tract of land, described in the deed to 5WS, Lp., as recorded in Document No. 2007079117, of the Official Public Records of Williamson County, Texas, being the southeast corner and the **POINT OF BEGINNING** of the tract described herein, from which a 1/2-inch Iron rod found for the southeast corner said 3.00 acre tract bears, N 68° 57' 35" E, a distance of 357.82 feet;

THENCE leaving said proposed west right-of-way line with the common line of said 3.00 acre tract and said 86.070 acre tract, S 68° 57' 35" W, passing at a distance of 38.06 feet a 1/2-inch Iron rod found, continuing in all a total distance of 38.61 feet to a calculated point for the southwest corner of the tract described herein, same being the existing east right-of-way line of U.S. Highway 183, a varying width right-of-way;

THENCE leaving said common line with said existing east right-of-way line, N 21° 02' 37" W, a distance of 250.01 feet to a calculated point for the west common corner of said 3.00 acre tract and a called 1.851 acre tract of land, described in the deed to Manor Business Center, Ltd., as recorded in Document No. 2006038000, of the Official Public Records of Williamson County, Texas, same being the northwest corner of the tract described herein;

THENCE leaving said existing east right-of-way line with the common line of said 3.00 acre tract and said 1.851 acre tract, N 68° 52' 34" E, passing at a distance of 0.45 feet a 1/2-inch Iron rod found, continuing in all a total distance of 12.13 feet to 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 128+04.92, being in said proposed east right-of-way line, from which a 1/2-inch Iron rod found for an ell corner of said 3.00 acre tract, same being the southeast corner of said 1.851 acre tract bears, N 68° 52' 34" E, a distance of 195.15 feet;

THENCE leaving said common line with said proposed east right-of-way line crossing through the interior of said 3.00 acre tract, with the arc of a curve to the left a distance of 251.45 feet, through a central angle of $00^{\circ} 54' 34''$, having a radius of 6300.00 feet, and whose chord bears, S $27^{\circ} 05' 22''$ E, a distance of 251.43 feet to the POINT OF BEGINNING and containing 0.141 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) Texas State Plane Coordinates, Central Zone, adjusted to the surface using a combined scale factor of 1.00012.

THE STATE OF TEXAS
COUNTY OF TRAVIS

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§
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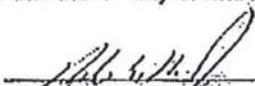
KNOW ALL MEN BY THESE PRESENTS:

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 4th day of March 2009.

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




Robert E. Butler, Jr.
Registered Professional Land Surveyor
No. 6618 - State of Texas

LEGEND

- TYPE 1 CONCRETE MONUMENT FOUND
- TYPE 4 CONCRETE MONUMENT FOUND
- 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
- 1/4" 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
- OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
- OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
- PLAY RECORDS WILLIAMSON COUNTY, TEXAS
- P.O.B. POINT-OF-BEGINNING

PI Sta 128+26.65
 $\Delta = 10^\circ 09' 40.82''$ (LT)
 $D = 0^\circ 52' 53.30''$
 $L = 1,152.77'$
 $T = 577.90'$
 $R = 6,500.00'$
 PC Sta 122+48.75
 PT Sta 134+01.52



GRAPHIC SCALE
 SCALE: 1" = 50'
 WILLIAMSON COUNTY, TEXAS
 JOHN B. ROBINSON SURVEY
 ABSTRACT NO. 521

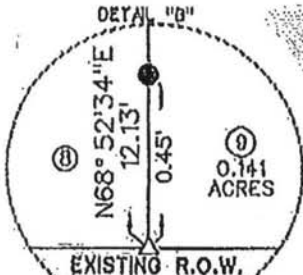
LINE NO.	BEARING	DISTANCE
L1	S68° 57' 35" W	38.61'
L2	N68° 52' 34" E	12.13'

FIRST TEXAS BANK,
 GEORGETOWN, TEXAS
 CALLED 3.00 ACRES
 DOC. NO. 2001069459
 O.P.R.W.C.TX.

MANOR BUSINESS CENTER, LTD.
 CALLED 1.851 ACRES
 DOC. NO. 2006038000
 O.P.R.W.C.TX.

DELTA = $00^\circ 54' 34''$ R = 6300.00'
 $T = 125.74'$ L = 251.45'
 PROPOSED R.O.W. LINE CB-S27° 05' 22" E CH-251.43'

EXISTING R.O.W.



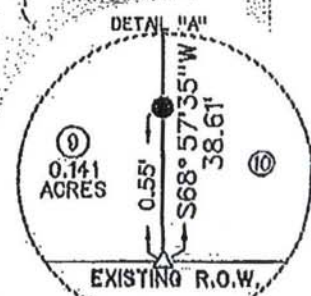
NOT TO SCALE

U.S. 183
 (VARIABLE WIDTH R.O.W.)

P.O.B.
 130+64.36
 200.00' LT

0.141 ACRES

SEE DETAIL "A"



NOT TO SCALE
 EXISTING R.O.W.

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 83/03 (HARN) TEXAS STATE PLANE COORDINATES, CENTRAL ZONE, ADJUSTED TO THE SURFACE USING A COMBINED SCALE FACTOR OF 1.00012.
3. IMPROVEMENTS SHOWN HEREON ARE BASED UPON SAM, INC. AERIAL SURVEY DIGITAL FILES SUPPLEMENTED BY ON-THE-GROUND SURVEY BY SAM, INC. THERE MAY BE ADDITIONAL IMPROVEMENTS THAT ARE NOT SHOWN.
4. VISIBLE 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.

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

ROBERT E. BUTLER JR.
 REGISTERED PROFESSIONAL LAND SURVEYOR
 NO. 6618, STATE OF TEXAS

03/04/09
 DATE



PAGE 3 OF 3
 REF. FIELD NOTE NO. 4814



5508 West Highway 200, Building B
 Austin, Texas 78735
 (512) 447-0575
 Fax: (512) 320-3029

RIGHT-OF-WAY SKETCH
 PARCEL
 9
 WILLIAMSON COUNTY, TEXAS

EXHIBIT

tabbles

B

2002026285 2 Pgs

UNITED STATES DEPARTMENT OF AGRICULTURE
FARMERS HOME ADMINISTRATION

RIGHT OF WAY EASEMENT
(General Type Easement)

KNOW ALL MEN BY THESE PRESENTS, that First Texas Bank (hereinafter called "Grantors"), in consideration of one dollar (\$1.00) and other good and valuable consideration paid by CHISHOLM TRAIL SPECIAL UTILITY DISTRICT, (hereinafter called "Grantee", the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, a perpetual easement with the right to erect, construct, install and lay and thereafter use, operate, inspect, repair, maintain, replace, and remove water distribution lines and appurtenances over and across 3.0 acres of land being out of and a portion of the John Roberts Survey, Abstract No. 521, and being the same tract of land more particularly described by metes and bounds in deed recorded in Volume and Page or Document #200106945 Deed Records, Williamson County, Texas, together with the right of ingress and egress over Grantor's adjacent lands for the purpose for which the above mentioned rights are granted. The easement hereby granted shall not exceed 15' in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipeline(s) is installed, the easement herein granted shall be limited to a strip of land 15' in width the center line thereof being the pipeline as installed.

In the event the easement hereby granted abuts on a public road and the county or state hereinafter widens or relocates the public road so as to require the relocation of this water line as installed, Grantor further grants to Grantee an additional easement over and across the land described above for the purpose of laterally relocating said water line as may be necessary to clear the road improvements, which easement hereby granted shall be limited to a strip of land 15' in width the center line thereof being the pipeline as relocated.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantors by reason of the installation of the structures referred to herein and the Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damages will result from its use to Grantor's premises. This Agreement together with other provisions of the grant shall constitute a covenant running with the land for the benefit of the Grantee, its successors, and assigns. The Grantors covenant that they are the owners of the above described lands and that said lands are free and clear of all encumbrances and liens except the following:

The easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the easement continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Grantee owns it, whichever is longer.

IN WITNESS WHEREOF the said Grantors have executed this instrument this
18th day of October, 2001.

Hwy 183 near CW Rd 251

[Signature]

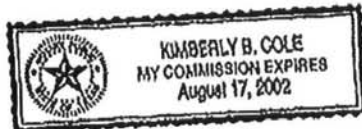
ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF Williamson

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Barry J. Haag known to me to be the person(s) whose name(s) is (are) subscribed to the foregoing instrument, and acknowledged to me that he (she) (they) executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 18th day of October, 2001.

(Seal)



Kimberly B. Cole
Notary Public in and for
Williamson County, Texas

23 RETURN TO:
Chisholm Trail SUD
P.O. Box 249
Florence, Tx. 76527

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Nancy E. Rister
04-05-2002 11:29 AM 2002026285
SUSAN \$13.00
NANCY E. RISTER, COUNTY CLERK
WILLIAMSON COUNTY, TEXAS