

POSSESSION AND USE AGREEMENT

SH 195

STATE OF TEXAS

§

§

COUNTY OF WILLIAMSON

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WHEREAS, TEXAS CARVED STONE, INC., 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, and its contractors and assigns, "collectively GRANTEE", plan to acquire a fee simple interest in the tract(s) of land described in Exhibit "A" (parcel 222), 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 State Highway 195 roadway improvements and utility relocation (Project).

NOW THEREFORE, BE IT KNOWN:

That in consideration of the payment of the sum of ONE THOUSAND EIGHT HUNDRED THREE AND 00/100 Dollars (\$1,803.00), 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" ("Property").

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, including but not limited to the right to seek additional compensation for the acquisition of the Property described herein.
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, GRANTEE shall file a condemnation petition within fifteen (15) days after such notice if not previously done, and 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 \$1,803.00 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.
8. GRANTEE agrees to cause the new right of way line boundary of the Property to be staked for identification so that GRANTOR may construct fencing along the boundary of the Property and proposed SH195 right of way.

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.

Executed this the 19th day of July, 2010.

GRANTOR:

TEXAS CARVED STONE, INC.

By: [Signature]


Its: President

Address: PO Box 1757

Georgetown TX 78627

GRANTEE:

WILLIAMSON COUNTY, TEXAS


County Judge Dan A. Gattis
Williamson County, Texas

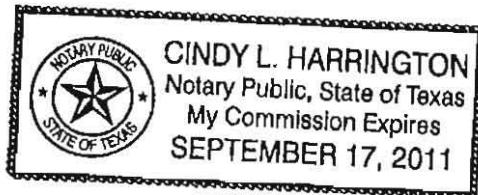
Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

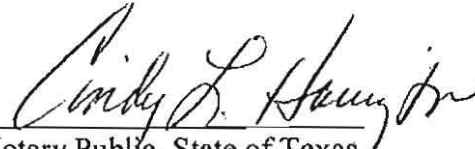
ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF Williamson

This instrument was acknowledged before me on this the 19th day of July, 2010
by CLARK E LYDA, 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 ____ 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

EXHIBIT A

County: Williamson
Highway: SH 195
Limits: From 3.4 Miles South of S. H. 138 to 8.105 Miles S. of 138
ROW CSJ: 0440-01-036

Parcel 222
Property Description

BEING a 0.040 acre (1,740 square feet) tract of land located in the J. A. P. Graves Survey, Abstract No. 244, of Williamson County, Texas, said 0.040 acre tract of land is out of and a part of a 17.30 acre tract of land conveyed by Opal R. Gore to Texas Carved Stone, Inc. by deed recorded June 10, 1994 in Volume 2347, Page 198, of the Official Records of Williamson County, Texas, said 0.040 acre tract of land is further described by metes and bounds as follows:

COMMENCING at a 1/2" iron rod found in the east boundary of a 300.24 acre tract of land conveyed by Edward H. Ferguson and Theresa Ferguson Webb, Independent Executor of the Estate of Eloye L. Ferguson, Deceased to Edward H. Ferguson and Theresa F. Webb by deed recorded June 5, 2001 as Document No. 2001039227 of the Official Public Records of Williamson County, Texas, said rod being the northwest corner of the said 17.30 acre tract of land, said point is located 194.40 feet right of Proposed State Highway 195 (SH 195) Baseline Station 1443+92.94;

THENCE North 69° 14' 15" East along the north line of the said 17.30 acre tract and for a distance of 73.88 feet to a 5/8" iron rod with a Texas Department of Transportation (TxDOT) aluminum cap set in the proposed south right of way line of SH 195 for the POINT OF BEGINNING of the herein described parcel, said rod is located 194.15 feet right of Proposed SH 195 Baseline Station 1444+52.80;

1. THENCE North 69° 14' 15" East continuing with the north line of said 17.30 acre tract for a distance of 41.85 feet to a point in the existing south right of way line of SH 195;
2. THENCE South 67° 50' 49" East along the existing south right of way line of SH 195 for a distance of 114.17 feet to a TxDOT Type II concrete monument set at the intersection of said existing south right of way line of SH 195 and the proposed south right of way line of SH 195, said monument is located 133.31 feet right of Proposed SH 195 Baseline Station 1443+96.54;
3. THENCE North 79° 52' 00" West along the proposed south right of way line of SH 195 for a distance of 99.15 feet to a TxDOT Type II concrete monument set

EXHIBIT _____

for an angle point, said monument is located 155.00 feet right of Proposed SH 195 Baseline Station 1443+00.00;

4. THENCE North 77° 09' 49" West continuing with the proposed south right of way line of SH 195 for a distance of 48.48 feet to the POINT OF BEGINNING, said described tract containing 1,740 square feet or 0.040 acres of land, more or less.

This survey is referenced to the National Spatial Reference System. The projection and datum are the Texas State Plane Coordinate System, Central Zone, North American Datum of 1983. All bearings are relative to National Geodetic Survey, 1993 Adjustment, monuments T27 A (PID AB2897), Austin RRP (PID AP9537) and, Georgetown (PID BM1093). All distances are surface values expressed in U. S. Survey feet and may be converted to grid by dividing by the TxDOT surface adjustment factor of 1.000120.

Access will be permitted to the highway facility for the remainder of the property lying adjacent to SH 195.

This description was prepared in conjunction with, and is accompanied by a plat of an even date herewith.

Surveyed by:
RODS Surveying, Inc.
6810 Leg Road, Spring Texas 77379
Phone (281) 379-6388

I, Scott Morris, hereby certify that the above description is true and correct and depicts a survey made under my supervision and on the ground and is based on data gathered from February 2001 to February 2007.

Scott Morris
Scott Morris, Registered Professional Land Surveyor No. 5076
Date as of: 5-9-2007



CHL 100 1000 1000 1000
 2000 2000 2000 2000
 DOCUMENT NO. 200001 1000
 FEBRUARY 1, 2005



EXHIBIT

RIGHT OF WAY PLAT
SHOWING ABSTRACT OF
HEADS BAYED STONE
PARCEL 222

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REC'D CSO MR. 0440-04-035

STATE HIGHWAY 195 WILLAMSON COUNTY, TEXAS

ROOTS SUBJECT LINE, INC.

045870 SEE ROAD SPRINGS TX 77379

BOOKS 51E 41821

SCOTT, T. W. 1989. May 5, 2007

SAVES SURVEY A-282
DOUGLAS HANCOCK