

**POSSESSION AND USE AGREEMENT**  
Ronald Reagan Blvd.

STATE OF TEXAS

§

§

COUNTY OF WILLIAMSON

§

WHEREAS, WILLIAM SLADE SULLIVAN, Independent Administrator of the Estate of Herbert Fredrich Sullivan, 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 Exhibits "A" (the "Property"), which is attached hereto and made a part hereof; and

WHEREAS, WILLIAMSON COUNTY, TEXAS, a political subdivision of the State of Texas "GRANTEE", plans to acquire a fee simple interest in the tract(s) of land described in Exhibit "A", (the "Property") 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 following purposes: Construction of Ronald Reagan Blvd. roadway facilities, and related utility relocations and drainage facility construction (the "Project").

NOW THEREFORE, BE IT KNOWN:

That Grantor and Grantee enter into this Possession and Use Agreement (the "Agreement") in consideration of (1) the rescheduling of the special commissioners hearing currently set for February 1, 2011 for the acquisition of the Property described in Exhibit "A" to a date agreeable to both parties, and (2) the payment by Grantee of SEVEN HUNDRED FIFTY THREE THOUSAND FIVE HUNDRED SEVENTY NO/100 DOLLARS (\$753,570.00), which amount represents 90% of the Grantee's estimated compensation for the acquisition of the right of way interests in 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 that 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 currently free and clear of all liens and encumbrances on the title to the Property, except for those listed on Exhibit "D", 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.

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.

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 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 on the Property.

As long as this Agreement remains in effect, the GRANTEE, its employees, agents, and assigns shall have the full and exclusive right to control and use the Property, 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 Property itself.

As long as this Agreement remains in effect, GRANTOR shall not be denied reasonable access and/or ingress to or egress from the 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, the rendition of a judgment that Grantee should no longer be entitled to its rights under the Agreement, 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 full execution of this document by all parties.
4. 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.

5. 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.
6. 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 to acquire the specified parcel(s) 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 \$753,570.00 for the Property will be deposited in the registry of the court within twenty (20) days following the award made by the special commissioners. If the compensation issued for the required property interest 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. If Grantee fails to meet its obligations as set forth in this Paragraph 6, then Grantor may seek judicial relief terminating this Agreement.
7. GRANTOR agrees that within 45 days after payment of the monetary consideration by GRANTEE as set out herein, or on or before other date agreed to between GRANTOR and GRANTEE in writing, it shall complete the construction of any fencing along the proposed new right of way line which is necessary to contain any livestock or other animals within the remaining property of GRANTOR and prevent them from entering the Property. If GRANTOR does not replace the boundary fencing within the time period as set out herein then GRANTEE may cause such fencing to be constructed and shall deduct the cost of such construction from the total compensation due to GRANTOR for the final acquisition of the Property. GRANTEE will reasonably cooperate with GRANTOR, including, without limitation, advance notification to GRANTOR on any areas where fencing will be taken down, on the erection of temporary fencing to contain livestock on the Property.

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 28 day of JANUARY, 2011.

**GRANTOR:**

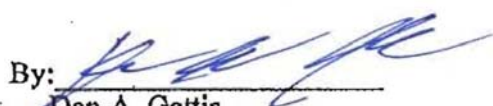


William Slade Sullivan, Independent Executor  
of the Estate of Herbert Fredrich Sullivan

Address: 950 CR 239  
FLORENCE, TX 76527

**GRANTEE:**

WILLIAMSON COUNTY, TEXAS

By:   
Dan A. Gattis  
County Judge

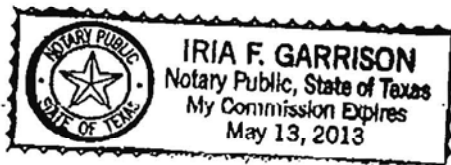
Address: 710 Main Street, Suite 101  
Georgetown, Texas 78624

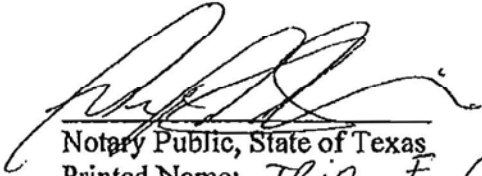
ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF WILLIAMSON

This instrument was acknowledged before me on this the 28 day of JANUARY, 2011  
by William Slade Sullivan, in the capacity and for the purposes and consideration recited herein.



  
Notary Public, State of Texas

Printed Name: IRIA F. GARRISON

My Commission Expires: MAY 13, 2013

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_,  
2011 by Dan A. Gattis, 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:

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



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EXHIBIT

A

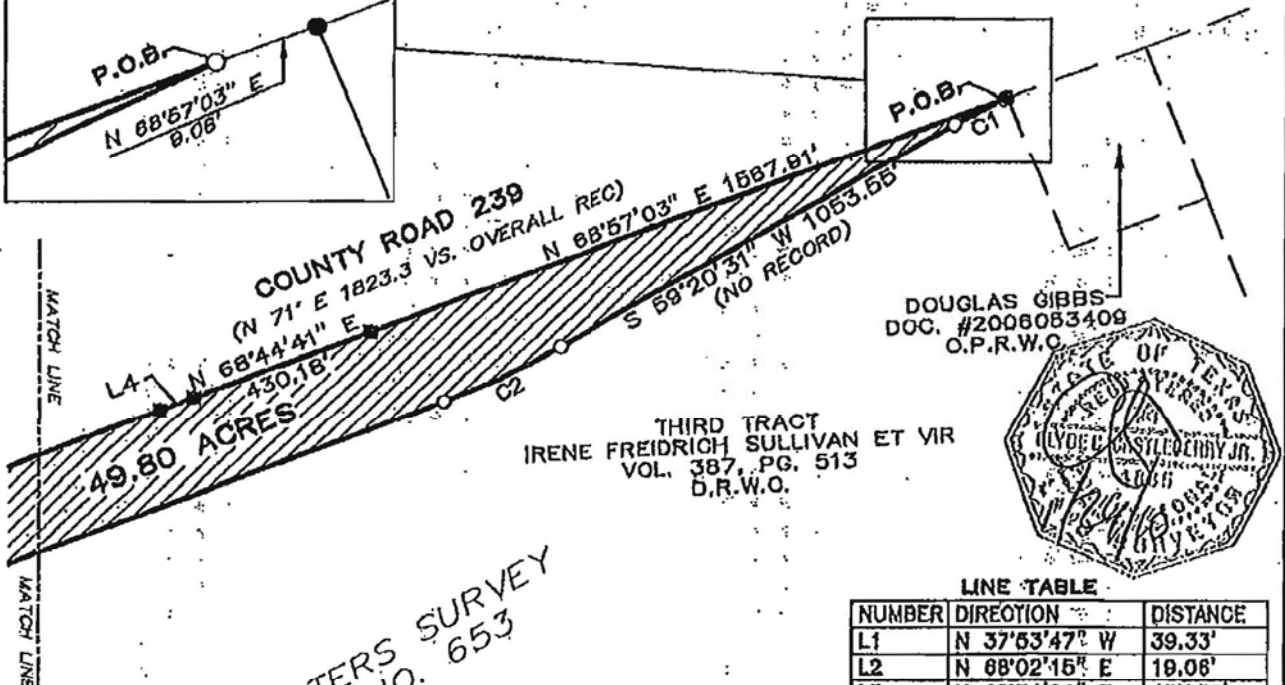
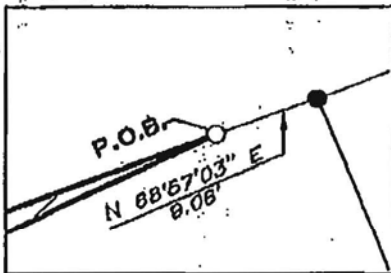
EXHIBIT TO ACCOMPANY FIELD NOTES FOR  
49.80 ACRES OUT OF THE LEMUEL WALTERS SURVEY, ABSTRACT  
653, IN WILLIAMSON COUNTY, TEXAS

LEGEND	
●	1/2" IRON PIN FOUND NO OAP
○	1/2" IRON PIN SET YELLOW CAP, CS, LTD
✱	FENCE POST
O.P.R.W.O.	OFFICIAL PUBLIC RECORDS WILLIAMSON CO.
D.R.W.O.	OFFICIAL RECORDS WILLIAMSON CO.



Scale: 1"=400'

BEARINGS CITED HEREON BASED ON  
GRID NORTH, TEXAS STATE PLANE  
COORDINATE SYSTEM, CENTRAL ZONE  
NAD83(93).



LINE TABLE

NUMBER	DIRECTION	DISTANCE
L1	N 37°53'47" W	39.33'
L2	N 68°02'15" E	10.06'
L3	N 68°34'21" E	457.32'
L4	N 68°20'53" E	62.02'

CURVE TABLE

NUMBER	DELTA	RADIUS	ARC	CHORD	DIRECTION
C1	04°40'55"	1585.00	129.62	129.48	S 61°40'58" W
C2	09°23'39"	1835.00	300.87	300.53	S 64°02'20" W
C3	30°12'55"	1585.00	835.86	826.21	S 53°37'42" W
C4	30°25'28"	1835.00	974.40	982.99	S 53°43'59" W
C5	23°34'59"	2989.79	1230.60	1221.93	N 57°09'13" E
C6	30°25'28"	1585.00	841.65	831.79	N 53°43'59" E
C7	13°34'58"	1835.00	435.01	433.99	N 45°18'44" E

PARCEL 2  
SULLIVAN R012199 - R010813

REV 1/10



Castleberry Surveying, Ltd.

3613 Williams Drive, Suite 903 - Georgetown, Texas 78626  
(512) 930-1800 / (512) 930-9389 fax  
www.castleberry-surveying.com

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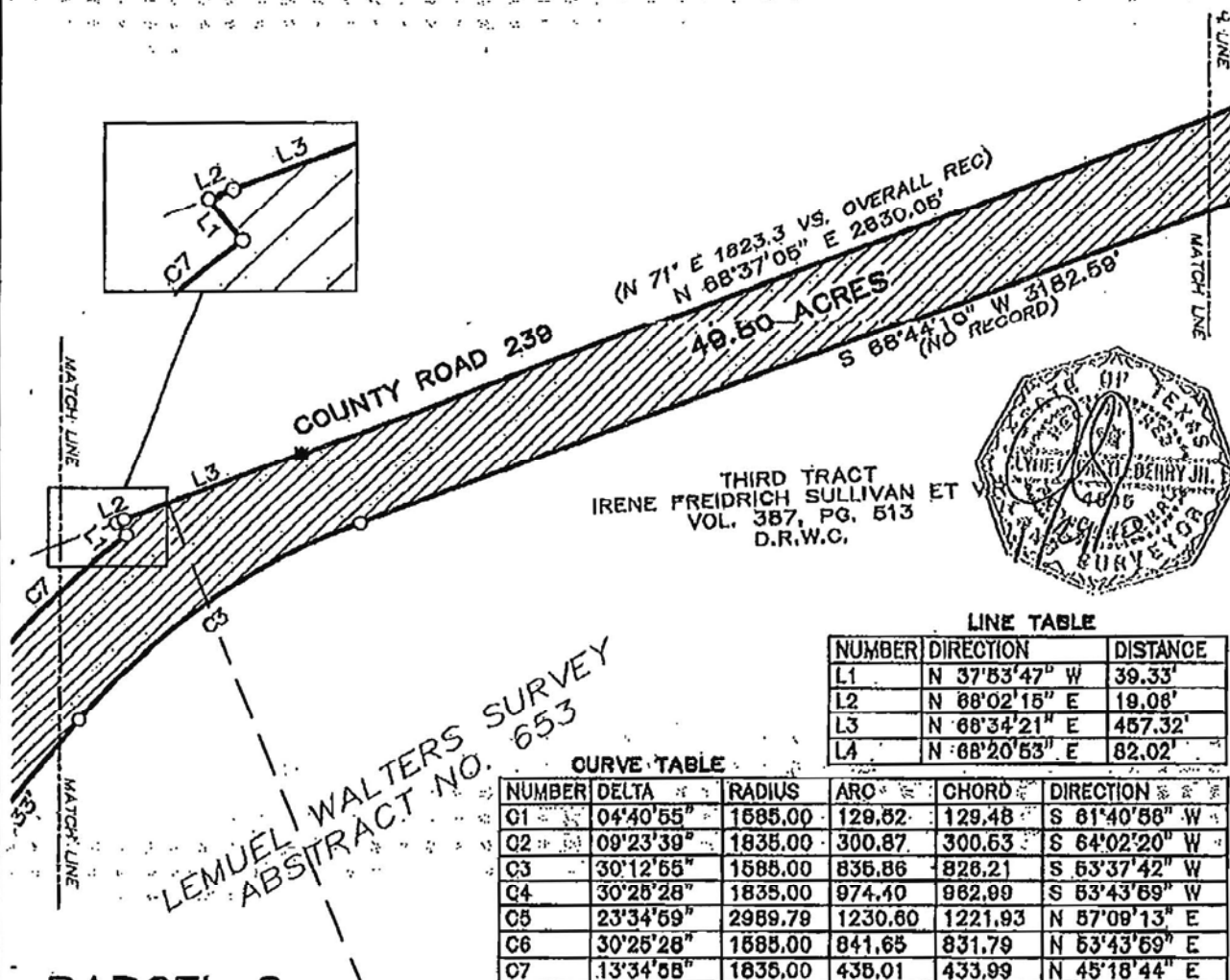
EXHIBIT TO ACCOMPANY FIELD NOTES FOR  
49.80 ACRES OUT OF THE LEMUEL WALTERS SURVEY, ABSTRACT NO.  
653, IN WILLIAMSON COUNTY, TEXAS

LEGEND	
●	1/2" IRON PIN FOUND NO OAP
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+	FENCE POST
O.P.R.W.O.	OFFICIAL PUBLIC RECORDS WILLIAMSON CO.
D.R.W.O.	OFFICIAL RECORDS WILLIAMSON CO.



Scale: 1"=400'

BEARINGS CITED HEREON BASED ON  
GRID NORTH, TEXAS STATE PLANE  
COORDINATE SYSTEM, CENTRAL ZONE  
NAD83(93).



THIRD TRACT  
IRENE FREIDRICH SULLIVAN ET AL  
VOL. 387, PG. 513  
D.R.W.O.



LINE TABLE

NUMBER	DIRECTION	DISTANCE
L1	N 37°53'47" W	39.33'
L2	N 68°02'15" E	19.08'
L3	N 68°34'21" E	457.32'
L4	N 68°20'53" E	82.02'

CURVE TABLE

NUMBER	DELTA	RADIUS	ARC	CHORD	DIRECTION
C1	04°40'55"	1585.00	129.82	129.48	S 61°40'56" W
C2	09°23'39"	1835.00	300.87	300.63	S 64°02'20" W
C3	30°12'55"	1585.00	835.86	826.21	S 53°37'42" W
C4	30°25'28"	1835.00	974.40	982.89	S 53°43'69" W
C5	23°34'59"	2989.79	1230.80	1221.93	N 57°09'13" E
C6	30°25'28"	1585.00	841.65	831.79	N 53°43'69" E
C7	13°34'58"	1835.00	435.01	433.99	N 45°18'44" E

PARCEL 2

SULLIVAN R012199 - R010613

REV 1/10



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OF 6



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EXHIBIT TO ACCOMPANY FIELD NOTES FOR  
 49.80 ACRES OUT OF THE LEMUEL WALTERS SURVEY, ABSTRACT NO.  
 653, IN WILLIAMSON COUNTY, TEXAS

LEGEND	
●	1/2" IRON PIN FOUND NO CAP
○	1/2" IRON PIN SET YELLOW CAP, OS, LTD
■	FENCE POST
O.P.R.W.O.	OFFICIAL PUBLIC RECORDS WILLIAMSON CO.
D.R.W.O.	OFFICIAL RECORDS WILLIAMSON CO.

CURVE TABLE

NUMBER	DELTA	RADIUS	ARC	CHORD	DIRECTION
01	04°40'58"	1585.00	129.52	129.48	S 61°40'58" W
02	09°23'39"	1835.00	300.87	300.53	S 64°02'20" W
03	30°12'58"	1585.00	835.88	826.21	S 53°37'42" W
04	30°25'28"	1835.00	974.40	962.99	S 53°43'59" W
05	23°34'59"	2989.79	1230.60	1221.93	N 57°09'13" E
06	30°25'28"	1585.00	841.65	831.79	N 53°43'58" E
07	13°34'58"	1835.00	435.01	433.99	N 45°18'44" E

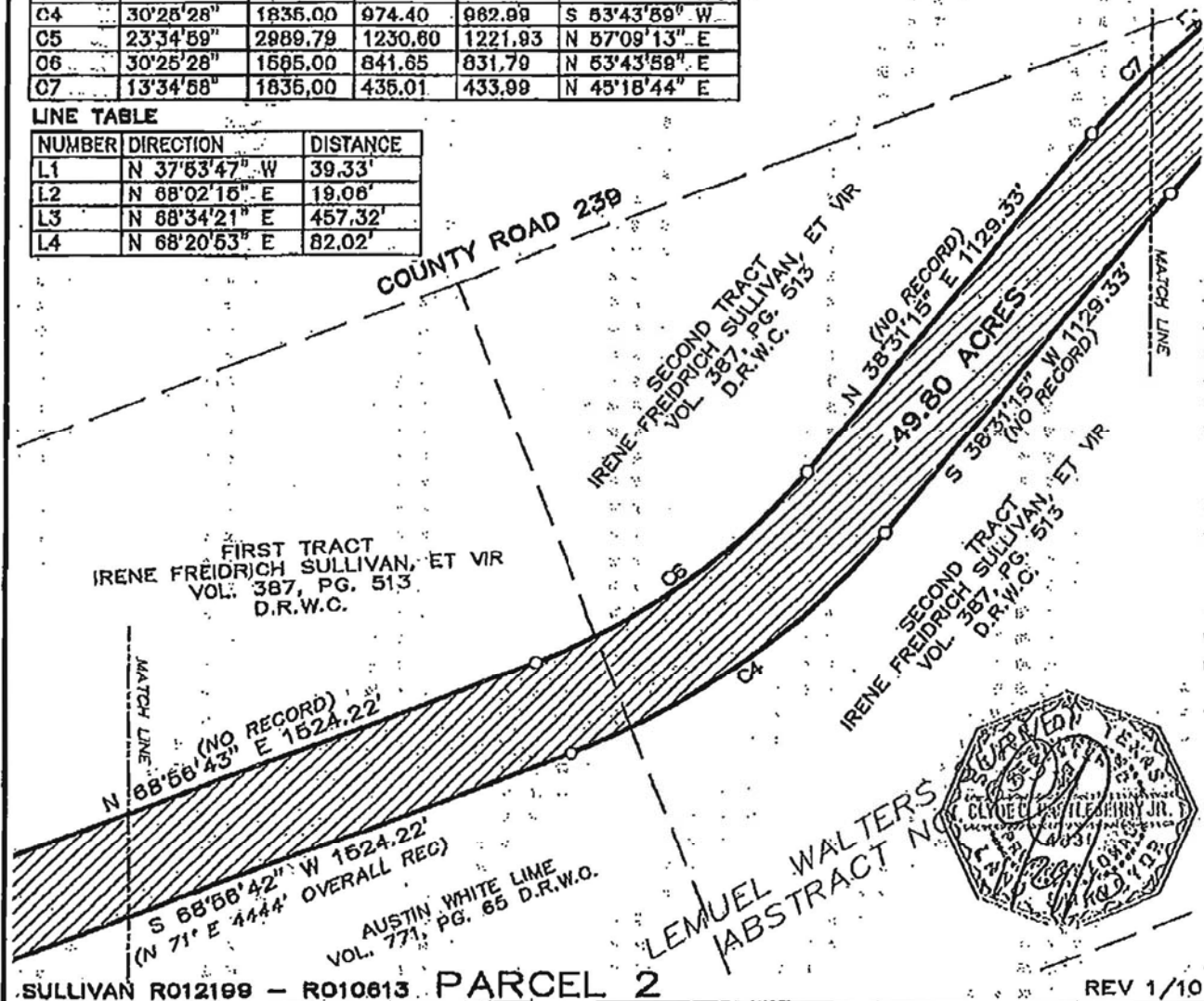
LINE TABLE

NUMBER	DIRECTION	DISTANCE
L1	N 37°53'47" W	39.33'
L2	N 68°02'16" E	19.08'
L3	N 68°34'21" E	457.32'
L4	N 68°20'53" E	82.02'



Scale: 1"=400'

BEARINGS CITED HEREON BASED ON  
 GRID NORTH, TEXAS STATE PLANE  
 COORDINATE SYSTEM, CENTRAL ZONE  
 NAD83(93).



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 (512) 930-1800 / (512) 930-9389 fax  
 www.castleberrysurveying.com

REV 1/10  
 SHEET  
 3 OF 6



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EXHIBIT TO ACCOMPANY FIELD NOTES FOR  
49.80 ACRES OUT OF THE LEMUEL WALTERS SURVEY, ABSTRACT NO.  
653, IN WILLIAMSON COUNTY, TEXAS

LEGEND	
●	1/2" IRON PIN FOUND NO OAP.
○	1/2" IRON PIN SET YELLOW OAP, CS, LTD
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O.P.R.W.O.	OFFICIAL PUBLIC RECORDS WILLIAMSON CO.
D.R.W.C.	OFFICIAL RECORDS WILLIAMSON CO.

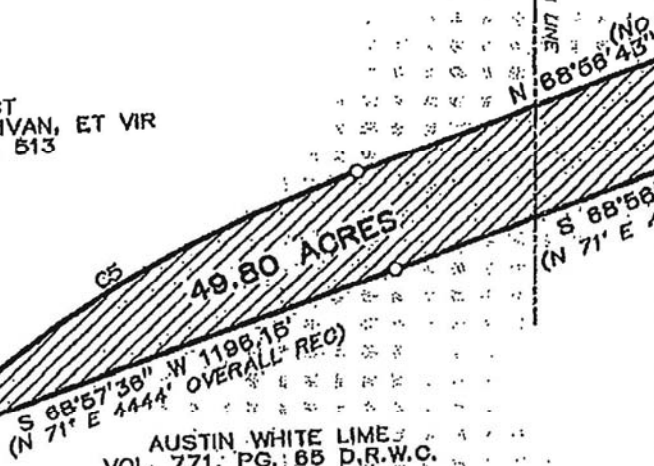


Scale: 1"=400'

BEARINGS CITED HEREON BASED ON  
GRID NORTH, TEXAS STATE PLANE  
COORDINATE SYSTEM, CENTRAL ZONE  
NAD83(93).

COUNTY ROAD 239

FIRST TRACT  
IRENE FREIDRICH SULLIVAN, ET VIR  
VOL. 387, PG. 513  
D.R.W.C.



AUSTIN WHITE LINE  
VOL. 771, PG. 65 D.R.W.C.

LEMUEL WALTERS SURVEY  
ABSTRACT NO. 653

LINE TABLE

NUMBER	DIRECTION	DISTANCE
L1	N 37°53'47" W	39.33'
L2	N 68°02'16" E	10.08'
L3	N 68°34'21" E	457.32'
L4	N 68°20'53" E	82.02'

CURVE TABLE

NUMBER	DELTA	RADIUS	ARC	CHORD	DIRECTION
C1	04°40'55"	1585.00	129.62	129.48	S 61°40'58" W
C2	09°23'39"	1835.00	300.87	300.53	S 64°02'20" W
C3	30°12'55"	1585.00	836.86	826.21	S 63°37'42" W
C4	30°25'28"	1835.00	974.40	962.99	S 63°43'59" W
C5	23°34'59"	2989.79	1230.60	1221.03	N 57°09'13" E
C6	30°25'28"	1585.00	841.65	831.79	N 53°43'59" E
C7	13°34'58"	1835.00	435.01	433.99	N 45°18'44" E

STATE HIGHWAY 195

PARCEL 2  
SULLIVAN R012199 - R010613

REV 1/10



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(512) 930-1600 / (512) 930-9389 fax  
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4 OF 6

FIELD NOTES  
JOB NO: 40051-03  
DATE: January 29, 2010  
PAGE: 6 of 6  
PARCEL 2 - SULLIVAN R012199-R010813  
Revision 1/10

**49.80 ACRES**

BEING 49.80 acres out of the Lemuel S. Walters Survey, Abstract No. 653, Williamson County, Texas and being a portion of that First Tract - 133 acres, Second Tract - 120 acres and Third Tract - 260 acres described in a Warranty Deed to Irene Friedrich Sullivan, et vir, dated March 3, 1953 and recorded as Volume 387, Page 513 of the Deed Records of Williamson County, Texas and described by metes and bounds as follows:

BEGINNING at a 1/2" iron pin set with a yellow plastic cap inscribed "CS,LTD" in the south margin of County Road 239 and the north line of said Sullivan tract being the most easterly corner of this tract from which a 1/2" iron pin found bears N88°57'03"E 0.06 feet being the most northerly northeast corner of said Sullivan tract and the northwest corner of that tract described as 3.00 acres of land in a Warranty Deed with Vendor's Lien to Douglas Gibbs dated June 20, 2006 and recorded as Doc. #2006053409 of the Official Public Records of Williamson County, Texas;

THENCE: across said Sullivan tract with the south line of this tract the following seven (7) courses:

1. 129.52 feet along a curve to the left, ( $\Delta=04^{\circ}40'55"$ ,  $r=1585.00$  feet), to bears S61°40'58"W 129.48 feet to a 1/2" iron pin set with a yellow plastic cap inscribed "CS,LTD",
2. S 59°20'31"W 1053.55 feet to a 1/2" iron pin set with a yellow plastic cap inscribed "CS,LTD",
3. 300.87 feet along a curve to the right, ( $\Delta=09^{\circ}23'39"$ ,  $r=1835.00$  feet), to bears S 64°02'20"W 300.53 feet), to a 1/2" iron pin set with a yellow plastic cap inscribed "CS,LTD",
4. S68°44'10"W 3182.59 feet to a 1/2" iron pin set with a yellow plastic cap inscribed "CS,LTD",
5. 835.86 feet along a curve to the left, ( $\Delta=30^{\circ}12'55"$ ,  $r=1585.00$  feet), to bears S63°37'42"W 826.21 feet), to a 1/2" iron pin set with a yellow plastic cap inscribed "CS,LTD",
6. S38°31'16"W 1129.33 feet to a 1/2" iron pin set with a yellow plastic cap inscribed "CS,LTD",
7. 974.40 feet along a curve to the right, ( $\Delta=30^{\circ}25'28"$ ,  $r=1835.00$  feet), to bears S63°43'59"W 962.99 feet), to a 1/2" iron pin set with a yellow plastic cap inscribed "CS,LTD" in the north line of that tract described as 1441.49 acres in a Special Warranty Deed to Austin White Lime Company dated February 2, 1979 and recorded as Volume 771, Page 65 of said deed records;

THENCE: continuing with the north line of said Austin White Lime tract and the south line of said Sullivan tract and this tract the following two (2) courses:

1. S68°56'42"W 1624.22 feet to a 1/2" iron pin set with a yellow plastic cap inscribed "CS,LTD",
2. S68°57'36"W 1196.15 feet to a 1/2" iron pin set with a yellow plastic cap inscribed "CS,LTD" for the most westerly corner of this tract;

**FIELD NOTES**

**JOB NO: 40051-03**

**DATE: January 29, 2010**

**PAGE: 6 of 6**

**PARCEL 2 - SULLIVAN R012199-R010613**

**Revision 11/09**

**THENCE:** Across said Sullivan tract with the north line of this tract in the following six (6) courses:

1. 1230.60 feet along a curve to the right, ( $\Delta=23^{\circ}34'59''$ ,  $r=2989.79$  feet, to bears  $N57^{\circ}09'13''E$  1221.93 feet to a  $\frac{1}{2}$ " iron pin set with a yellow plastic cap inscribed "CS,LTD",
2.  $N68^{\circ}56'43''E$  1524.22 feet to a  $\frac{1}{2}$ " iron pin set with a yellow plastic cap inscribed "CS,LTD",
3. 841.65 feet along a curve to the left, ( $\Delta=30^{\circ}25'28''$ ,  $r=1685.00$  feet, to bears  $N63^{\circ}43'59''E$  831.79 feet), to a  $\frac{1}{2}$ " iron pin set with a yellow plastic cap inscribed "CS,LTD",
4.  $N38^{\circ}31'16''E$  1129.33 feet to a  $\frac{1}{2}$ " iron pin set with a yellow plastic cap inscribed "CS,LTD",
5. 435.01 feet along a curve to the right, ( $\Delta=13^{\circ}34'58''$ ,  $r=1835.00$  feet, to bears  $N45^{\circ}18'44''E$  433.99 feet), to a  $\frac{1}{2}$ " iron pin set with a yellow plastic cap inscribed "CS,LTD",
6.  $N37^{\circ}53'47''W$  39.33 feet to a  $\frac{1}{2}$ " iron pin set with a yellow plastic cap inscribed "CS,LTD" in the south margin of said County Road 239 and the north line of said Sullivan tract;

**THENCE:** with the south margin of said County Road 239 and the north line of said Sullivan tract and this tract in the following six (6) courses:

1.  $N68^{\circ}02'16''E$  19.06 feet to a  $\frac{1}{4}$ " iron pin set with a yellow plastic cap inscribed "CS,LTD",
2.  $N68^{\circ}34'21''E$  457.32 feet to a fence corner post,
3.  $N68^{\circ}37'05''E$  2830.05 feet to a fence corner post,
4.  $N68^{\circ}20'53''E$  82.02 feet to a fence corner post,
5.  $N68^{\circ}44'41''E$  430.18 feet to a fence corner post,
6.  $N68^{\circ}57'03''E$  1567.91 feet to the POINT OF BEGINNING.

Bearings cited hereon based on Texas State Plane Coordinate System, Central Zone NAD 83(93)

*[Handwritten signature]* 1/29/10

Clyde C. Castleberry Jr., R.P.L.S. No. 4835  
Castleberry Surveying, Ltd.  
3613 Williams Drive, Suite 903  
Georgetown, Texas 78628

CCC/lcp



