

AMENDED POSSESSION AND USE AGREEMENT FOR TRANSPORTATION PURPOSES

STATE OF TEXAS

§

Parcel No.: 1

§

COUNTY OF WILLIAMSON

§

Project: CR 401/CR 404

This Amended Possession and Use Agreement For Transportation Purposes (the "Amended Agreement") between **WILLIAMSON COUNTY, TEXAS** ("County"), and **PREWITT FARMS, LTD., a Texas limited partnership and ZIZINIA WILLIAMSON COUNTY, LTD., a Texas limited partnership** (the "Grantor" whether one or more), grants to the County, their contractors, agents and all others deemed necessary by the County, an irrevocable right to possession and use of the Grantor's property for the purpose of constructing a portion of CR 401 and CR 404 roadway and related appurtenances, drainage and utility relocations (the "Roadway Construction Project"). The property subject to this Agreement is described more fully in field notes, plat map, or other description attached as "Exhibit A" and made a part of this Agreement by reference (the "Property").

1. For the consideration paid by the County which is set forth in Paragraph 2 below, the receipt and sufficiency of which is acknowledged, the Grantor grants, bargains, sells, and conveys to the County the right of entry and exclusive possession and use of the Property for the purpose of constructing a roadway, utility adjustments, and appurtenances thereto and the right to remove any improvements. Authorized activities include surveying, inspection, environmental studies, archeological studies, clearing, demolition, construction of permanent improvements, relocating, replacing, and improving existing utility facilities, locating new utility facilities, and other work required to be performed in connection with the Roadway Construction Project. This Possession and Use Agreement will extend to the County, its contractors and assigns, owners of any existing utilities on the Property and those which may be lawfully permitted on the Property by the County in the future, and all others deemed necessary by the County for the purpose of the Roadway Construction Project. This grant will allow the construction, relocation, replacement, repair, improvement, operation, and maintenance of utilities on the Property.
2. In full consideration for this irrevocable grant of possession and use and other Grantor covenants, warranties, and obligations under this Agreement, the County will tender to the Grantor the sum of ONE HUNDRED NINETY-ONE THOUSAND and FIFTY-SIX and 00/100 Dollars (\$191,056.00). In connection with the original Possession and Use Agreement for Transportation Purposes between the parties regarding portions of the Property which was recorded as **Document No. 2022031498** of the Official Records of Williamson County, Texas, Grantee paid to Grantor the sum of \$176,000.00. Therefore, in satisfaction of the terms of this Amended Agreement Grantee shall pay Grantor the additional sum of **FIFTEEN THOUSAND FIFTY-SIX and 00/100 Dollars (\$15,056.00)**. The Grantor agrees that this sum represents adequate and full compensation for the possession and use of the Property. The County will be entitled to take possession and use of the Property upon tender of payment as set out herein, subject to the conditions in paragraph 14 below, if any.

The parties agree that the sum tendered represents 100% of the County's approved value, which assumes no adverse environmental conditions affecting the value of the Property. The approved value is the County's determination of the just compensation owed to the Grantor for the real property interest to be acquired by the County in the Property, encumbered with the improvements thereon, if

any, and damages to the remainder, if any, save and except all oil, gas and sulphur. The parties agree that the sum tendered to Grantor will be deducted from any final settlement amount, Special Commissioners' award or court judgment. In the event the amount of the final settlement or judgment for acquisition of the Property is less than the amount the County has paid for the possession and use of the Property, then the Grantor agrees that the original amount tendered represents an overpayment for the difference and, upon written notice from the County, the Grantor will promptly refund the overpayment to the County.

3. The effective date of this Agreement will be the date on which payment pursuant to Paragraph 2 above was tendered to the Grantor by the County, or disbursed to the Grantor by a title company acting as escrow agent for the transaction, (the "Effective Date").
4. The Grantor warrants and represents that the title to the Property is free and clear of all liens and encumbrances except as disclosed to Grantee in that certain title commitment numbered GF-21061675, issued December 10, 2021 by Texas Title Insurance Company/Longhorn Title (and any subsequent updates prior to the Effective Date), and that proper releases, if any, will be executed for the Property prior to funds being disbursed under this Agreement. The Grantor further warrants that no other person or entity owns an interest in the fee title to the Property and further agrees to indemnify the County from all unreleased or undisclosed liens, claims or encumbrances affecting the Property.

The above made warranties are made by Grantor and accepted by County subject the following:

- A. Visible and apparent easements not appearing of record;
 - B. Any discrepancies, conflicts or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show; and,
 - C. Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the Property, but only to the extent that said items are still valid and in force and effect at this time.
5. The parties agree that the valuation date for determining the amount of just compensation for the real property interest proposed to be acquired by the County in the Property, for negotiation or eminent domain proceeding purposes, will be October 1, 2022. Should the Special Commissioners' Award be greater than the amount paid in paragraph two (2) above, Grantee shall tender the difference to the registry of the court within (45) days following the filing of the award.
 6. This Agreement is made with the understanding that the County will continue to proceed with acquisition of a real property interest in the Property. The Grantor reserves all rights of compensation for the title and other interest in and to the Property which the Grantor holds as of the time immediately prior to the Effective Date of this Agreement. This Agreement shall in no way prejudice the Grantor's rights to receive full and just compensation as allowed by law for all of the Grantor's interests in and to the Property to be acquired by the County, encumbered with the improvements thereon, if any, and damages, if any, to the remainder of the Grantor's interest in any larger tract of which the Property is a part (the "Remainder"), all as the Property exists on the Effective Date of this Agreement. The County's removal or construction of improvements on the Property shall in no way affect the fair

market value of the Property in determining compensation due to the Grantor in the eminent domain proceedings. No beneficial project influence will impact the appraised value of the Property to be acquired. This grant will not prejudice the Grantor's rights to any relocation benefits for which Grantor may be eligible.

7. In the event the County institutes or has instituted eminent domain proceedings, the County will not be liable to the Grantor for interest upon any award or judgment as a result of such proceedings for any period of time prior to the date of the award. Any interest accrual penalties will be deferred by the County until 90 days after entry of judgment.
8. The purpose of this Agreement is to allow the County to proceed with its Roadway Construction Project without delay and to allow the Grantor to have the use at this time of a percentage of the estimated compensation for the County's acquisition of a real property interest in the Property. The Grantor expressly acknowledges that the proposed Roadway Construction Project is for a valid public use and voluntarily waives any right the Grantor has or may have, known or unknown, to contest the jurisdiction of the court in any condemnation proceeding for acquisition of the Property related to the Roadway Construction Project, based upon claims that the condemning authority has no authority to acquire the Property through eminent domain, has no valid public use for the Property, or that acquisition of the Property is not necessary for the public use.
9. The Grantor reserves all of the oil, gas and sulphur in and under the land herein conveyed but waives all right of ingress and egress to the surface for the purpose of exploring, developing, mining or drilling. The extraction of oil, gas, and minerals may not affect the geological stability of the surface. Nothing in this reservation will affect the title and rights of the County to take and use all other minerals and materials thereon, and thereunder.
10. The undersigned Grantor agrees to pay as they become due, all ad valorem property taxes and special assessments assessed against Property until the Effective Date, including prorated taxes until the Effective Date for the year in which the County takes title to the Property.
11. Notwithstanding the acquisition of right of possession to the Property by the County in a condemnation proceeding by depositing the Special Commissioners' award into the registry of the court within forty-five (45) days after filing of said Award, less any amounts tendered to the Grantor pursuant to Paragraph 2 above, this Agreement shall continue to remain in effect until the County acquires title to the Property either by negotiation, settlement, or final court judgment.
12. This Agreement will also extend to and bind the heirs, devisees, executors, administrators, legal representatives, successors in interest and assigns of the parties.
13. It is agreed the County will record this document.
14. Other conditions: None

15. By its authorized signature below the following Tenants which have a leasehold interest in the Property hereby consent in all things to Grantee taking exclusive and sole possession of the Property pursuant to the terms of this Agreement, and to Grantor receiving the consideration recited herein:

Tenants: Brandon Roznovak

At no time during the possession of the Property by County for the purposes described herein shall Grantor be denied reasonable access and/or ingress to or egress from the remainder of Grantor's land, unless otherwise agreed to in writing in advance.

To have and to hold the Agreement herein described and conveyed, together with all the rights and appurtenances belonging to the County and its assigns forever, for the purposes and subject to the limitations set forth above.

[signature pages follow]

GRANTORS:

PREWITT FARMS LTD.,
a Texas limited partnership

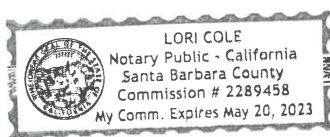
By: Edith Renee Prewitt
Name: Edith Renee Prewitt
Its: Trustee, General Partner

ACKNOWLEDGMENT

California
STATE OF ~~TEXAS~~

COUNTY OF Santa Barbara

This instrument was acknowledged before me on this the 20th day of August, 2022 by Edith Renee Prewitt, in the capacity and for the purposes and consideration recited herein.



Lori Cole
Notary Public, State of Texas - California

Printed Name: Lori Cole

My Commission Expires: 5/20/2023

ZIZINIA WILLIAMSON COUNTY, LTD.,
a Texas limited partnership

By: _____

Name: _____

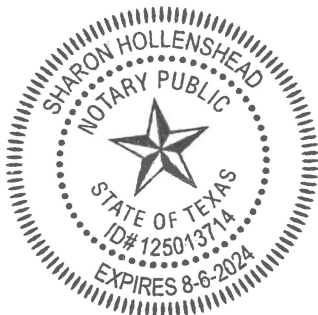
Its: _____

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF Harris

This instrument was acknowledged before me on this the 23 day of August, 202__ by ANDREW AZIZINIA III, in the capacity and for the purposes and consideration recited herein.



Sharon Hollenshead
Notary Public, State of Texas
Printed Name: Sharon Hollenshead
My Commission Expires: 08-06-2024

COUNTY:

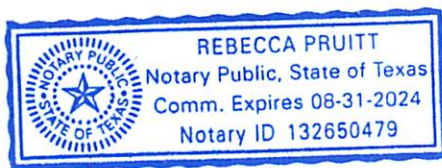
WILLIAMSON COUNTY, TEXAS

By: Bill Gravell, Jr.
Bill Gravell, Jr.
County Judge

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF WILLIAMSON

This instrument was acknowledged before me on this the 13th day of September, 2022 by Bill Gravell, Jr., County Judge of Williamson County, Texas, in the capacity and for the purposes and consideration recited herein.



Rebecca Pruitt
Notary Public, State of Texas
Printed Name: Rebecca Pruitt
My Commission Expires 08.31.2024

EXHIBIT "A"

County: Williamson
Parcel No.: 1
Highway: C.R. 401/404
Limits: From: FM 973
To: Intersection of US 79

Page 1 of 4
January 6, 2022

PROPERTY DESCRIPTION FOR PARCEL 1

DESCRIPTION OF A 1.097 ACRE (47,764 SQ. FT.) PARCEL OF LAND LOCATED IN THE W. KINCAID SURVEY, SURVEY NO. 5, ABSTRACT NO. 373 AND THE H.G. JOHNSON SURVEY, SECTION NO. 6, ABSTRACT NO. 348, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF A CALLED 290.77 ACRE TRACT OF LAND, DESCRIBED AS TRACT NUMBER TWO, PARCEL A AND A PORTION OF A CALLED 1.9 ACRE TRACT OF LAND, PARCEL B IN A DEED TO PREWITT FARMS, LTD. A TEXAS LIMITED PARTNERSHIP, RECORDED AUGUST 28, 2007 IN DOCUMENT NO. 2007076169, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.); SAID 1.097 ACRE (47,764 SQ. FT.) PARCEL, AS SHOWN ON A PLAT PREPARED BY SAM, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 3-inch iron pipe found, for an interior ell corner of said remainder of a called 290.77 acre tract, same being the northwest corner of a called 69.28 acre tract of land, described in a deed to Taylor Texas Holdings, Inc., recorded in Document No. 2008053881, O.P.R.W.C.TX.;

THENCE with the common line of said Prewitt Farms tract and said 69.28 acre tract, the following three (3) courses and distances:

S 22°16'06" E, a distance of 483.09 feet to a calculated point, for an angle corner,

N 68°34'07" E, a distance of 13.00 feet to a calculated point, for an angle corner, and

S 21°38'26" E, a distance of 1,947.47 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" (Surface Coordinates: N=10,181,803.57, E=3,204,235.23) set 126.60 feet right of County Road 401 (C.R. 401) Engineer's Centerline Station (E.C.S.) 206+16.76 on the proposed north right-of-way line of C.R. 401, for the northeast corner and the **POINT OF BEGINNING** of the parcel described herein;

1) **THENCE** S 21°38'26" E, departing the proposed north right-of-way line of said C.R. 401, continuing with the common line of said Prewitt Farms tract and said 69.28 acre tract, a distance of 223.60 feet to a calculated point on the existing north right-of-way line of U.S. 79, a 200 foot wide right-of-way, as described to the State of Texas in Volume 372, Page 368 and in Volume 372, Page 169, Deed Records of Williamson County, Texas (D.R.W.C.TX.), and as depicted in TXDOT right-of-way strip map CSJ 204-03-12 dated December 1951, for the southwest corner of said 69.28 acre tract, same being the southeast corner of said Prewitt Farms tract and of the parcel described herein, from which a 1/2-inch iron rod with a plastic cap stamped "HOLT & CARSON" found bears N 73°10'25" E, a distance of 20.18 feet;

2) **THENCE** S 66°58'03" W, departing the common line of said 69.28 acre tract and said Prewitt Farms tract, with the existing north right-of-way line of said U.S. 79, a distance of 211.46 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 83.00 feet left of C.R. 401 E.C.S 203+79.61 on the proposed west right-of-way line of said C.R. 401, for the southwest corner of the parcel described herein, from which a Type I concrete monument found on the existing north right-of-way line of said U.S. 79 bears S 66°58'03" W, a distance of 2,114.03 feet;

EXHIBIT "A"

County: Williamson

Highway: C.R. 401/404

Limits: From: FM 973

To: Intersection of US 79

Page 2 of 4

January 6, 2022

THENCE departing the existing north right-of-way line of said U.S. 79, with the proposed west right-of-way line of said C.R. 401, over and across said Prewitt Farms tract, the following three (3) courses and distances numbered 3-5:

- 3) N 21°56'18" W, a distance of 147.64 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 83.00 feet left of C.R. 401 E.C.S 205+27.24, said point being the beginning of a curve to the right,
- 4) With said curve to the right, an arc distance of 80.05 feet, through a central angle 03°34'30", having a radius of 1,283.00 feet, and a chord that bears N 20°09'03" W, a distance of 80.04 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 83.00 feet left of C.R. 401 E.C.S 206+02.12, and
- 5) N 68°03'42" E, a distance of 210.09 feet to the **POINT OF BEGINNING**, and containing 1.097 acres (47,764 sq. ft.) of land, more or less.

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

Bearing Basis:

All bearings shown are based on NAD83/2011/NAVD88 Texas Coordinate System, Central Zone. All distances shown are surface and may be converted to grid by dividing by a surface adjustment factor of 1.00012352. All coordinates shown are in surface and may be converted to grid by dividing by the same factor. Project units are in U.S. Survey Feet.

THE STATE OF TEXAS

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KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TRAVIS §

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That I, Scott C. Brashear, 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, on the date shown below.

SURVEYING AND MAPPING, LLC
4801 Southwest Pkwy
Building Two, Suite 100
Austin, Texas 78735
TX. Firm No. 10064300



Scott C. Brashear Date
Registered Professional Land Surveyor
No. 6660 – State of Texas

LEGEND

- 5/8" IRON ROD SET WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY"
- 1/2" IRON ROD FOUND UNLESS NOTED
- FENCE POST (TYPE NOTED)
- TYPE I CONCRETE MONUMENT FOUND
- TXDOT TYPE II BRONZE DISK IN CONCRETE FOUND
- 1/2" IRON PIPE FOUND UNLESS NOTED
- ▲ 80D NAIL FOUND
- ⊕ MAGNAIL FOUND
- ⊗ SPINDLE FOUND
- ✕ RAILROAD TIE
- △ CALCULATED POINT
- ▽ PROPERTY LINE
- () RECORD INFORMATION
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCING
- P.O.R. POINT OF REFERENCE
- N.T.S. NOT TO SCALE
- D.R.W.C.TX. DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.R.W.C.TX. OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.P.R.W.C.TX. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
- DISTANCE NOT TO SCALE
- DEED LINE (COMMON OWNERSHIP)

NOTES:

1. ALL BEARINGS SHOWN ARE BASED ON NAD83/2011/NAVD88 TEXAS COORDINATE SYSTEM, CENTRAL ZONE. ALL DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.00012352. ALL COORDINATES SHOWN ARE IN SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE SAME FACTOR. PROJECT UNITS ARE IN U.S. SURVEY FEET.
2. THIS SURVEY WAS COMPLETED WITH THE BENEFIT OF TITLE REPORT, PROVIDED BY TEXAS TITLE INSURANCE COMPANY, GF NO. 21061675, EFFECTIVE DATE DECEMBER 1, 2021, AND ISSUED DATE DECEMBER 10, 2021. THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.
3. C.R. 401 ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM HNTB. SCHEMATIC RECEIVED BY SAM, LLC. IN MAY, 2021.
4. THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.

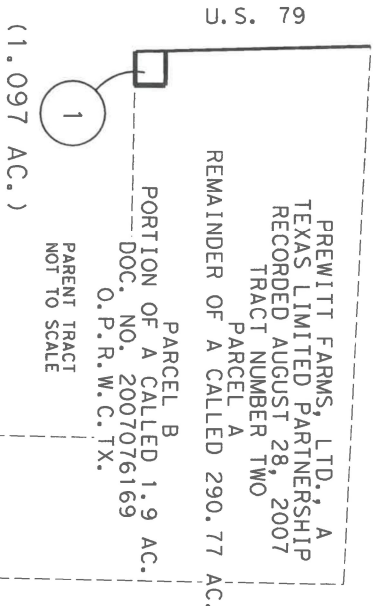
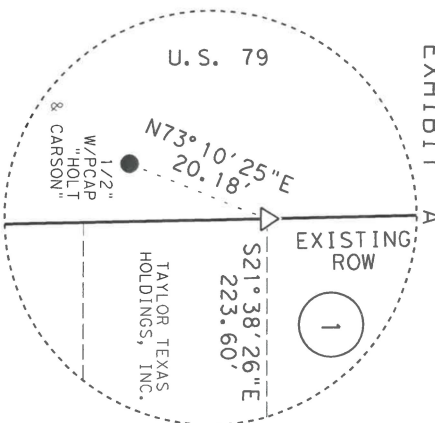
* AREA CALCULATED BY SAM, LLC.

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.

SCOTT C. BRASHEAR
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6660, STATE OF TEXAS

DATE

EXHIBIT "A"



SCHEDULE B: DETAIL "A" NOT TO SCALE

THIS SURVEY HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE OF NO. 21061675, ISSUED BY TEXAS TITLE INSURANCE COMPANY, EFFECTIVE DATE DECEMBER 1, 2021, AND ISSUED DATE DECEMBER 10, 2021.

10A. EASEMENT DATED AUGUST 6, 1967, EXECUTED BY A.A. ZIZINIA TO TEXAS POWER & LIGHT COMPANY, RECORDED IN VOLUME 419, PAGE 484, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, UNABLE TO PLOT, MAY AFFECT.

B. WATER LINE EASEMENT DATED JUNE 3, 2015, EXECUTED BY PREWITT FARMS, LTD. AND ZIZINIA WILLIAMSON COUNTY, LTD. TO NOACK WATER SUPPLY CORPORATION, RECORDED UNDER DOCUMENT NO. 202093091, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, UNABLE TO PLOT, MAY AFFECT.

C. EASEMENT DEED BY COURT ORDER IN SETTLEMENT OF LANDOWNER ACTION FILED AUGUST 12, 2020 TO OQUEST COMMUNICATIONS COMPANY, LLC, F/K/A OQUEST COMMUNICATIONS CORPORATION, SPRINT COMMUNICATION COMPANY, LP AND LEVEL 3 COMMUNICATIONS, LLC, RECORDED UNDER DOCUMENT NO. 202093091, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, BLANKET IN NATURE, MAY AFFECT.

D. TERMS, PROVISIONS AND CONDITIONS OF RECORDING MEMORANDUM DATED JUNE 25, 2020, EXECUTED BY AND BETWEEN ZIZINIA WILLIAMSON COUNTY, LTD. AND PREWITT FARMS, LTD. AS GRANTORS AND M2E3, LLC, AS GRANTEE, RECORDED UNDER DOCUMENT NO. 202093091, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.



FILE: \\saminc\VA\S\PROJECTS\1020058261B\100\Survey\03\Exhibits\1\PLAT\00\p-1.dgn

REF. FIELD NOTE NO. 48892

EXISTING *236.017 AC. ACQUIRE 1.097 AC. REMAINING 234.920 AC. LEFT

SAM

4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
FOX: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
PREWITT FARMS, LTD., A
TEXAS LIMITED PARTNERSHIP
PARCEL 1
1.097 AC. (47,764 SQ. FT.)