

POSSESSION AND USE AGREEMENT FOR TRANSPORTATION PURPOSES

STATE OF TEXAS

§

Parcel No.: 35

COUNTY OF WILLIAMSON

§

Project: Bagdad@CR279

This Possession and Use Agreement For Transportation Purposes (the "Agreement") between **WILLIAMSON COUNTY, TEXAS** ("County" or "Grantee"), and **50 FAWN RIDGE, LLC** (the "Grantor" whether one or more), grants to the County, its 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 the proposed Bagdad @ CR 279 roadway project 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 **FORTY-NINE THOUSAND TWO HUNDRED SIXTY-SIX and 00/100 Dollars (\$49,266.00)** (the "Entry Deposit"). The Grantor agrees that the Entry Deposit represents adequate and full compensation for the possession and use of the Property. The County will immediately be entitled to take possession and use of the Property upon full execution of this Agreement, tender of payment of the Entry Deposit directly to Grantor, or delivery of the consideration amount to the title company as set out herein.

The parties agree that the Entry Deposit tendered represents 90% 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 sulfur. The parties agree that the Entry Deposit 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 the acquisition of the Property is less than the Entry Deposit, then the Grantor agrees that the

original amount tendered represents an overpayment for the difference. 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 of the Entry Deposit pursuant to Paragraph 2 above was tendered in full to the Grantor by the County or delivered to 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 T-165853, issued April 12, 2023, by Texas National Title, Inc. (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 the County, subject to 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, 2023. Should the Special Commissioners' Award be greater than the amount paid in paragraph 2 (two), the County shall tender the difference to the registry of the court within 30 (thirty) days.
 6. This Agreement is made with the understanding that the County will continue to proceed with the 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. If 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

prior to the date of the award. Payment of any interest may be deferred by the County until 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 sulfur in and under the land herein conveyed but waives all rights 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, including prorated taxes for the year in which the County takes title to the Property.
11. Notwithstanding the acquisition of the 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, 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: _____

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.

GRANTOR:
50 FAWN RIDGE, LLC

By: [Signature]

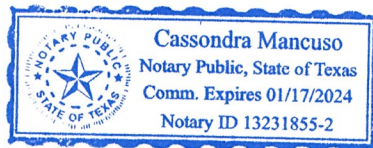
Name: BEHZAD BEHRAMI

Its: member

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF TRAVIS

This instrument was acknowledged before me on this the 7th day of Sept, 2023 by Behzad Behrami in the capacity and for the purposes and consideration recited herein.



[Signature]

Notary Public, State of Texas

Printed Name: Cassondra Mancuso

My Commission Expires: 1/17/24

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 Sep 20, 2023, 2023 by Bill Gravell, Jr., County Judge of Williamson County, Texas, in the capacity and for the purposes and consideration recited herein.



Andrea L. Schiele

Notary Public, State of Texas
Printed Name: Andrea Schiele
My Commission Expires: 02/23/2025

County: Williamson
Parcel : 35 – 50 Fawn Ridge LLC
Highway: Bagdad Rd (CR 279)

EXHIBIT _____
PROPERTY DESCRIPTION

DESCRIPTION OF A 0.401 ACRE (17,460 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE JOSEPH LEE SURVEY, ABSTRACT NO. 393 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE THAT CALLED 2.012 ACRE TRACT OF LAND, BEING LOT 1, SACCONI SUBDIVISION, A SUBDIVISION OF RECORD IN CABINET BB, SLIDE 344-345 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS CITED IN A GENERAL WARRANTY DEED TO 50 FAWN RIDGE LLC RECORDED IN DOCUMENT NO. 2020163689 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.401 ACRE (17,460 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 82.22 feet right of Bagdad Road Baseline Station 207+78.95 in the proposed easterly Right-of-Way (ROW) line of Bagdad Road (variable width ROW), (Grid Coordinates determined as N=10,200,002.24 E=3,060,651.95), being in the southerly boundary line of that called 6.66 acre tract of land described in a Warranty Deed with Vendor's Lien to Mark A. Lumpkin & Paula W. Lumpkin recorded in Document No. 1998054711 of the Official Records of Williamson County, Texas, same being the northerly boundary line of said Lot 1 and the northerly line of a 20 foot wide roadway easement recorded in Volume 885, Page 515 of the Deed Records of Williamson County, Texas, for the northeasterly corner and **POINT OF BEGINNING** of the herein described parcel and from which a 1/2" iron rod found, being an angle point in the southerly boundary line of said 6.66 acre tract, same being in the northerly boundary line of said Lot 1 bears N 75°35'52" E at a distance of 59.53 feet;

THENCE, departing said 6.66 acre tract, with said proposed easterly ROW line, through the interior of said Lot 1, the following three (3) courses:

- 1) **S 10°42'45" E** for a distance of **24.18** feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 82.22 feet right of Bagdad Road Baseline Station 207+54.77, for an angle point;
- 2) **S 28°44'28" W** for a distance of **22.38** feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 68.00 feet right of Bagdad Road Baseline Station 207+37.49, for an angle point;
- 3) **S 10°06'58" E** for a distance of **298.22** feet an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 64.90 feet right of Bagdad Road Baseline Station 204+39.29, being in the northerly boundary line of Lot 3, of said Sacconi Subdivision, same being the southerly boundary line of said Lot 1, for the southeasterly corner of the herein described parcel;
- 4) **THENCE**, with the common boundary line of said Lot 1 and said Lot 3, **S 77°15'56" W** for a distance of **29.71** feet to a 1/2" iron rod found in the existing easterly ROW line of County Road (C.R.) 279 (Bagdad Road) (variable width ROW), for the southwesterly corner of the herein described parcel;

THENCE, departing said Lot 3, with said existing easterly ROW line, same being the westerly boundary line of said Lot 1, the following three (3) courses:

- 5) **N 17°31'06" W** for a distance of **194.96** feet to a calculated angle point;
- 6) **N 15°26'07" W** for a distance of **122.71** feet to an iron rod with a red plastic cap marked "3D" found, for an angle point;

County: Williamson
Parcel : 35 – 50 Fawn Ridge LLC
Highway: Bagdad Rd (CR 279)

- 7) **N 12°14'22" W** for a distance of **19.62** feet to the calculated southwesterly corner of said 6.66 acre tract, for the northwesterly corner of said Lot 1 and of the herein described parcel;
- 8) **THENCE**, departing said existing ROW line, with the common boundary line of said 6.66 acre tract and said Lot 1, being the northerly line of said 20 foot wide roadway easement **N 75°35'52" E** for a distance of **80.92** feet to the **POINT OF BEGINNING**, containing 0.401 acres (17,460 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.

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

That I, M. Stephen Truesdale, 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 direct supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

M. Stephen Truesdale

M. Stephen Truesdale
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681

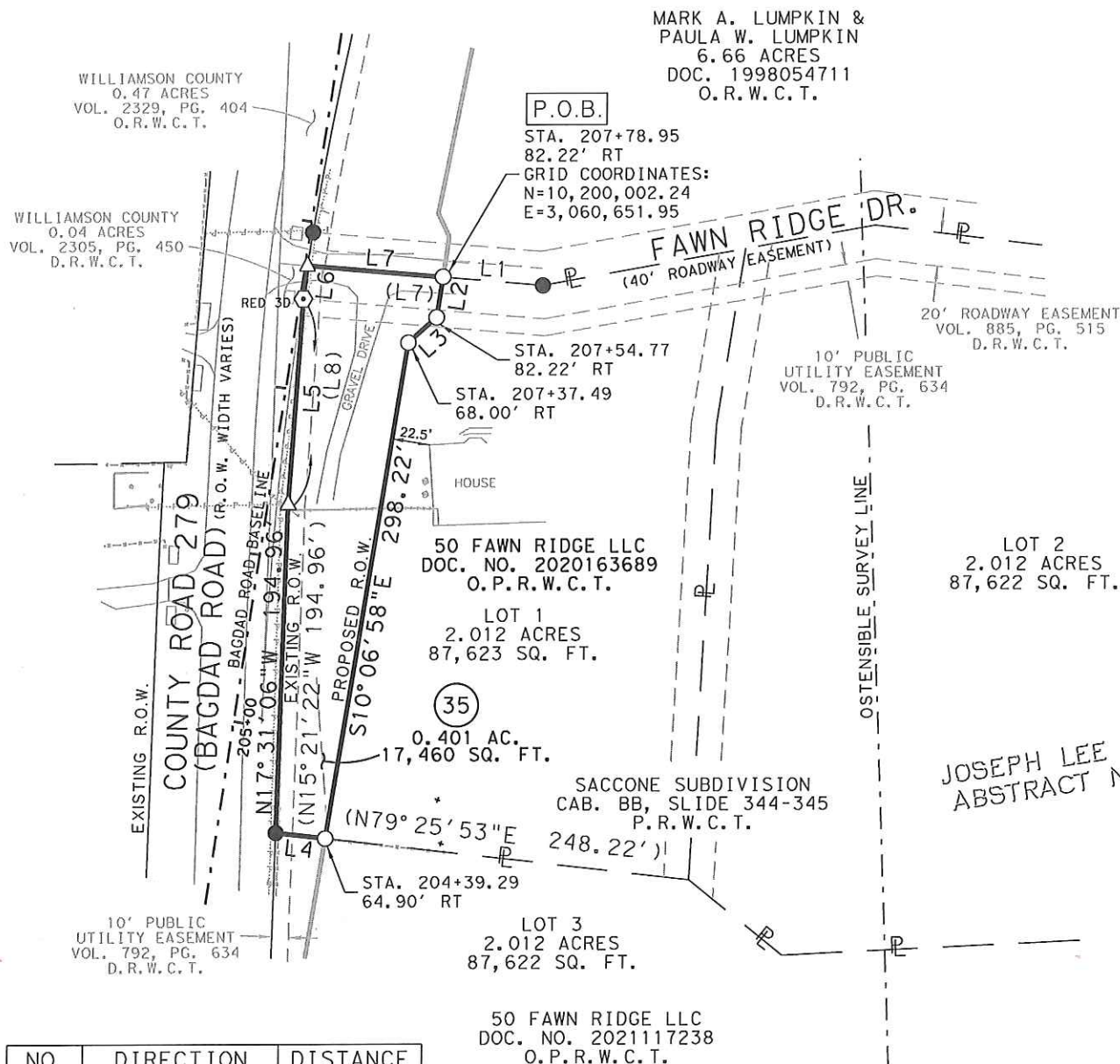
11 Nov 2022

Date



S:_BINKLEY & BARFIELD\BAGDAD ROAD 2020\PARCELS\PARCEL 35-50 FAWN RIDGE \PARCEL 35-50 FAWN RIDGE.doc

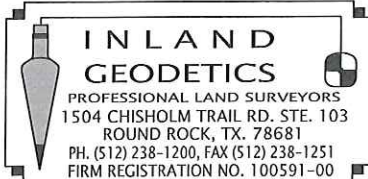
EXHIBIT " "
PLAT TO ACCOMPANY PARCEL DESCRIPTION



NO.	DIRECTION	DISTANCE
L1	N75°35'52"E	59.53'
L2	S10°42'45"E	24.18'
L3	S28°44'28"W	22.38'
L4	S77°15'56"W	29.71'
L5	N15°26'07"W	122.71'
L6	N12°14'22"W	19.62'
L7	N75°35'52"E	80.92'
(L7)	(N77°46'09"E)	(141.54')
(L8)	(N13°18'31"W)	(142.75')

D. WALSH SURVEY
ABSTRACT NO. 666

10/24/2022



PARCEL PLAT SHOWING PROPERTY OF

50 FAWN RIDGE LLC

PARCEL 35
0.401 ACRES
17,460 Sq. Ft.

SCALE
1" = 100'

PROJECT
BAGDAD ROAD

COUNTY
WILLIAMSON

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PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

● 1/2" IRON ROD FOUND UNLESS NOTED	() RECORD INFORMATION
⊙ IRON ROD FOUND W/PLASTIC CAP	— LINE BREAK
⊙ 1/2" IRON PIPE FOUND UNLESS NOTED	— DENOTES COMMON OWNERSHIP
⊙ IRON ROD FOUND W/ALUMINUM CAP	P.O.B. POINT OF BEGINNING
STAMPED "WILLIAMSON COUNTY" FOUND	N.T.S. NOT TO SCALE
△ CALCULATED POINT	D.R.W.C.T. DEED RECORDS
○ IRON ROD W/ ALUMINUM CAP	O.R.W.C.T. WILLIAMSON COUNTY, TEXAS
STAMPED "WILLIAMSON COUNTY" SET	OFFICIAL RECORDS
(UNLESS NOTED OTHERWISE)	WILLIAMSON COUNTY, TEXAS
ℙ PROPERTY LINE	O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS
	WILLIAMSON COUNTY, TEXAS

1) ALL BEARINGS SHOWN HEREON ARE BASED ON GRID BEARING. ALL DISTANCES ARE SURFACE DISTANCES. COORDINATES ARE SURFACE VALUES BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE OF NO. T-165853, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE JULY 27, 2022, ISSUE DATE AUGUST 08, 2022.

1. RESTRICTIVE COVENANTS: CABINET BB, SLIDE 344, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO; VOLUME 544, PAGE 56, EXPIRED JANUARY 2000, AND VOLUME 792, PAGE 634, SUBJECT TO, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS.

10(2). BUILDING SETBACK LINE(S) AS SHOWN AND/OR DESCRIBED ON PLAT OF RECORD IN CABINET BB, SLIDE 344 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

3. A 20 FOOT ROADWAY EASEMENT RESERVED ALONG THE NORTHERLY PROPERTY LINE, AS SHOWN ON THE PLAT OF RECORD IN CABINET BB, SLIDE 344 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, AND AS DESCRIBED IN VOLUME 885, PAGE 515, DEED RECORDS OF WILLIAMSON COUNTY AND VOLUME 1126, PAGE 896, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

4. 100 FOOT RADIUS SANITARY SEWER EASEMENTS TRAVERSING THE SUBJECT PROPERTY, AS SHOWN ON THE PLAT OF RECORD IN CABINET BB, SLIDE 344 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

5. A 15 FOOT ACCESS EASEMENT RESERVED ALONG THE EASTERLY PROPERTY LINE, AS SHOWN ON THE PLAT OF RECORD IN CABINET BB, SLIDE 344 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

6. AN "EX. WELL" NOTATION SHOWN ON SUBJECT PROPERTY, AS SHOWN ON THE PLAT OF RECORD IN CABINET BB, SLIDE 344 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

7. A 10 FOOT WIDE EASEMENT FOR INSTALLATION AND MAINTENANCE OF UTILITIES ALONG THE SIDE, FRONT AND REAR BOUNDARY LINES, AS SET OUT IN VOLUME 792, PAGE 634 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AND AS SHOWN ON PLAT RECORDED IN CABINET BB, SLIDE 344, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

8. BUILDING SETBACK LINE(S) AS PROVIDED IN RESTRICTIONS OF RECORD IN VOLUME 544, PAGE 56, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, EXPIRED JANUARY 2000.

11. ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN ORDINANCE NO. 16-035-00 OF RECORD IN DOCUMENT NO. 2017011280 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

M. Stephen Truesdale 11 NOV 2022
M. STEPHEN TRUESDALE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TEXAS 78681



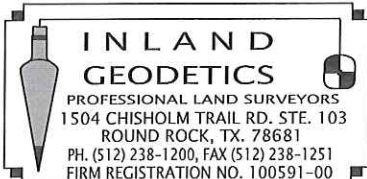
10/24/2022

PARCEL PLAT SHOWING PROPERTY OF

50 FAWN RIDGE LLC

PARCEL 35
0.401 ACRES
17,460 Sq. Ft.

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SCALE
1" = 100'

PROJECT
BAGDAD ROAD

COUNTY
WILLIAMSON