

POSSESSION AND USE AGREEMENT FOR TRANSPORTATION PURPOSES

STATE OF TEXAS

§

Parcel No.: 205.2

COUNTY OF WILLIAMSON

§

Project: Hero Way/RM 2243

§

This Possession and Use Agreement For Transportation Purposes (the "Agreement") between **WILLIAMSON COUNTY, TEXAS** (the "County"), and **ELSA MOORE** (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 the Hero Way/RM 2243 roadway project and related appurtenances, drainage facility/grading and utility relocations (the "Roadway Construction Project"). The property subject to this Agreement is described more fully in field notes, plat maps, or other descriptions attached hereto as Exhibit "A" and is 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 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, the County will tender to the Grantor payment in the amount of **THREE MILLION FOUR HUNDRED FIFTY-FIVE THOUSAND SIX HUNDRED TWENTY-THREE and no/100 DOLLARS (\$3,455,623.00)** (the "Entry Deposit"). The County will be entitled to take possession and use of the Property upon tender of payment as set forth in paragraph 3 herein, subject to the conditions in paragraph 13 below, if any. The parties agree that the Entry Deposit tendered represents 100% payment 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 acquisition of the Property is less than the amount of

the Entry Deposit, then the Grantor agrees that the difference between the amount of the Entry Deposit tendered and the amount of such final settlement or judgment for acquisition of the Property represents an overpayment and, upon written notice from the County, the Grantor will promptly refund the difference between the Entry Deposit and the amount of the settlement or judgment 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 by, through, and under Grantor but not otherwise, that the title to the Property is free and clear of all liens and encumbrances (and any subsequent updates prior to the Effective Date), and that proper releases 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 as of the Effective Date.
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 March 1, 2024.
 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, except as such removal or construction of improvements may impact or damage the Remainder. 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. Payment of any interest may be deferred by the County until the 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 100% of the Entry Deposit. 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 undersigned Grantor agrees to pay as they become due, all unpaid ad valorem property taxes and special assessments assessed against Property as of the Effective Date.
10. 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.
11. There shall be no drinking liquor, hunting, or fishing on the Property or any of Grantor's lands by the County, its officers, agents, employees, contractors, invitees, guests, or representatives at any time. No firearms or fishing equipment shall be taken on the property by the County, its officers, agents, employees, contractors, invitees, guests or representatives at any time. The County, its contractors, and any and all persons entering the Property under this Agreement shall not perform disorderly conduct and a portable sanitary facility shall be made available for the County's contractors and any and all persons entering the Property under this agreement.
12. The County shall have the right to remove any fence that now crosses the Property. Prior to cutting any fence, however, the County shall give timely notice to the Grantor to brace the existing fence to be cut adequately on both sides of the proposed cut by suitable H-braces to prevent the remainder of the fence from sagging. If applicable, the County shall take reasonable steps to ensure that cattle, horses and/or other livestock cannot stray from the fenced pastures, including but not limited to informing Grantor of any fence removal and allowing for reasonable time to relocate said livestock. The County and its designated contractors,

employees, and invitees agree to keep any and all gates and fences closed and locked at all times except when passing through same.

13. This Agreement will also extend to and bind the heirs, devisees, executors, administrators, legal representatives, successors in interest, and assigns of the parties.

14. It is agreed the County will record this document.

15. Other conditions: Should the Special Commissioners' Award (if any) be greater than the Entry Deposit paid pursuant to paragraph 2 herein, the County shall tender the difference to the registry of the court within sixty (60) days of the date that the Special Commissioners' Award is entered.

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 for its current uses, 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]

GRANTOR:

Elza Moore
ELSA MOORE

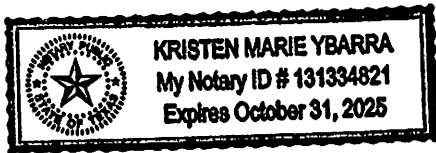
ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF McLennan

This instrument was acknowledged before me on this the 5 day of February, 2024, by ELSA Moore, in the capacity and for the purposes and consideration recited herein.

Krist Marie Ybarra
Notary Public, State of Texas



COUNTY:

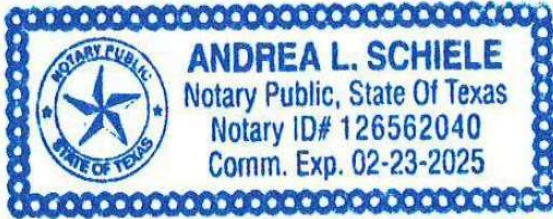
WILLIAMSON COUNTY, TEXAS

By: Bill Gravell, Jr. (Feb 14, 2024 08:16 CST)
Bill Gravell, Jr.
County Judge

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF WILLIAMSON

This instrument was acknowledged before me on this Feb 14, 2024,
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

EXHIBIT A

County: Williamson
Parcel: 205 Part 2
Highway: FM 2243

METES & BOUNDS DESCRIPTION FOR PARCEL 205 PART 2

METES & BOUNDS DESCRIPTION FOR A 5.012 ACRE TRACT OF LAND OUT OF THE MILTON HICKS SURVEY, ABSTRACT NO. 287, WILLIAMSON COUNTY, TEXAS; BEING ALL OF THE REMAINDER OF LOT 2 OF HIGHMEADOW ESTATES PHASE ONE, A SUBDIVISION AS RECORDED IN CABINET K, SLIDES 297-299 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID LOT 2 AS CONVEYED TO ELSA MOORE BY AFFIDAVIT OF HEIRSHIP RECORDED IN DOCUMENT NUMBER 2019121574 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BY GENERAL WARRANTY DEED RECORDED IN VOLUME 2643, PAGE 185 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 5.012 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND SHOWN ON THE ATTACHED SKETCH:

BEGINNING at a 1/2-inch iron rod found on the north right-of-way line of Creekview Circle (60 feet wide) as dedicated by said plat of HIGHMEADOW ESTATES PHASE ONE, at the southeast corner of the above described Lot 2, and at the southwest corner of Lot 3 of said HIGHMEADOW ESTATES PHASE ONE, at the beginning of a non-tangent curve to the left, for the southeast corner and **POINT OF BEGINNING** of the herein described tract, from which a 1/2-inch iron rod found at the southeast corner of said Lot 3, and at the most westerly corner of Lot 4 of said HIGHMEADOW ESTATES PHASE ONE, bears along a curve to the right, an arc distance of 62.31 feet, having a radius of 60.00 feet, a central angle of 59°30'13" and a chord which bears S 83°19'32" E a distance of 59.55 feet;

THENCE, with the north right-of-way line of said Creekview Circle and the south line of said Lot 2, the following three (3) courses:

- 1) Along said curve to the left, an arc distance of 49.61 feet, having a radius of 60.00 feet, a central angle of 47°22'34" and a chord which bears S 43°14'04" W a distance of 48.21 feet to a 1/2-inch iron rod found for the beginning of a non-tangent curve to the right;
- 2) Along said curve to the right, an arc distance of 21.59 feet, having a radius of 25.00 feet, a central angle of 49°28'12" and a chord which bears S 44°26'17" W a distance of 20.92 feet to a 1/2-inch iron rod found for an angle point; and

- 3) S 69°14'25" W a distance of 395.22 feet to a calculated point at the intersection with the east right-of-way line of Ronald W Reagan Boulevard (width varies) as dedicated by Document Numbers 2003082332, 2003062377 and 2003114403, all of the Official Public Records of Williamson County, Texas, at the southeast corner of a called 0.022 acre tract of land described as Parcel 25B as dedicated for right-of-way purposes in said Document Number 2003062377 of the Official Public Records of Williamson County, Texas, at the most southerly southwest corner of the remainder of said Lot 2, for the most southerly southwest corner of the herein described tract;

THENCE, with the east right-of-way line of said Ronald W Reagan Boulevard and the west line of the remainder of said Lot 2, N 21°13'30" W a distance of 10.31 feet to a 1/2-inch iron rod with cap stamped "DIAMOND SURVEYING" found at an interior corner of the remainder of said Lot 2, for an interior corner of the herein described tract;

THENCE, continuing with the east right-of-way line of said Ronald W Reagan Boulevard and the west line of the remainder of said Lot 2, N 65°54'44" W a distance of 70.30 feet to a MAG nail found at the most westerly southwest corner of the remainder of said Lot 2, and at the northwest corner of a called 0.016 acre tract of land described as Parcel 25A as dedicated for right-of-way purposes in said Document Number 2003062377 of the Official Public Records of Williamson County, Texas, for the most westerly southwest corner of the herein described tract;

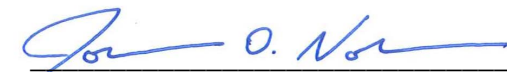
THENCE, continuing with the east right-of-way line of said Ronald W Reagan Boulevard and the west line of said Lot 2, N 20°46'42" W a distance of 312.14 feet to a 1/2-inch iron rod found at the northwest corner of said Lot 2, and at the southwest corner of Lot 1 of said HIGMEADOW ESTATES PHASE ONE, for the northwest corner of the herein described tract, from which a 1/2-inch iron rod found on the east right-of-way line of said Ronald W Reagan Boulevard, at the northwest corner of the above described Lot 1, and at the southwest corner of a called 4.007 acre tract of land as conveyed to Sairam Ventures LLC by General Warranty Deed with Vendor's Lien recorded in Document Number 2019092211 of the Official Public Records of Williamson County, Texas, bears N 20°49'05" W a distance of 297.62 feet;

THENCE, departing the east right-of-way line of said Ronald W Reagan Boulevard, with the north line of said Lot 2 and the south line of said Lot 1, N 68°38'57" E a distance of 686.11 feet to a 1/2-inch iron rod found on the west line of said Lot 3, at the northeast corner of said Lot 2, and at the southeast corner of said Lot 1, for the northeast corner of the herein described tract, from which a 1/2-inch iron rod found at the northeast corner of said Lot 1, and at the northwest corner of said Lot 3, bears N 06°18'54" E a distance of 329.07 feet;

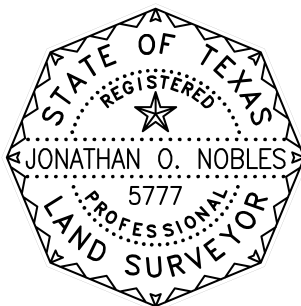
THENCE, with the east line of said Lot 2 and the west line of said Lot 3, S 06°18'54" W a distance of 392.17 feet to the **POINT OF BEGINNING** and containing 5.012 acres (218,339 square feet) of land, more or less.

Bearing orientation is based on the Texas State Plane Coordinate System NAD-83, Central Zone 4203. All distances are surface and may be converted to grid by dividing by a scale factor of 1.00012.

I hereby certify that these notes were prepared by BGE from a survey made on the ground under my supervision on May 12, 2022 and are true and correct to the best of my knowledge. A sketch accompanies this description.


Jonathan O. Nobles RPLS Number 5777

BGE, Inc.
101 West Louis Henna Blvd., Suite 400
Austin, TX 78728
Telephone: 512-879-0400
TBPELS Licensed Surveying Firm Number 10106502



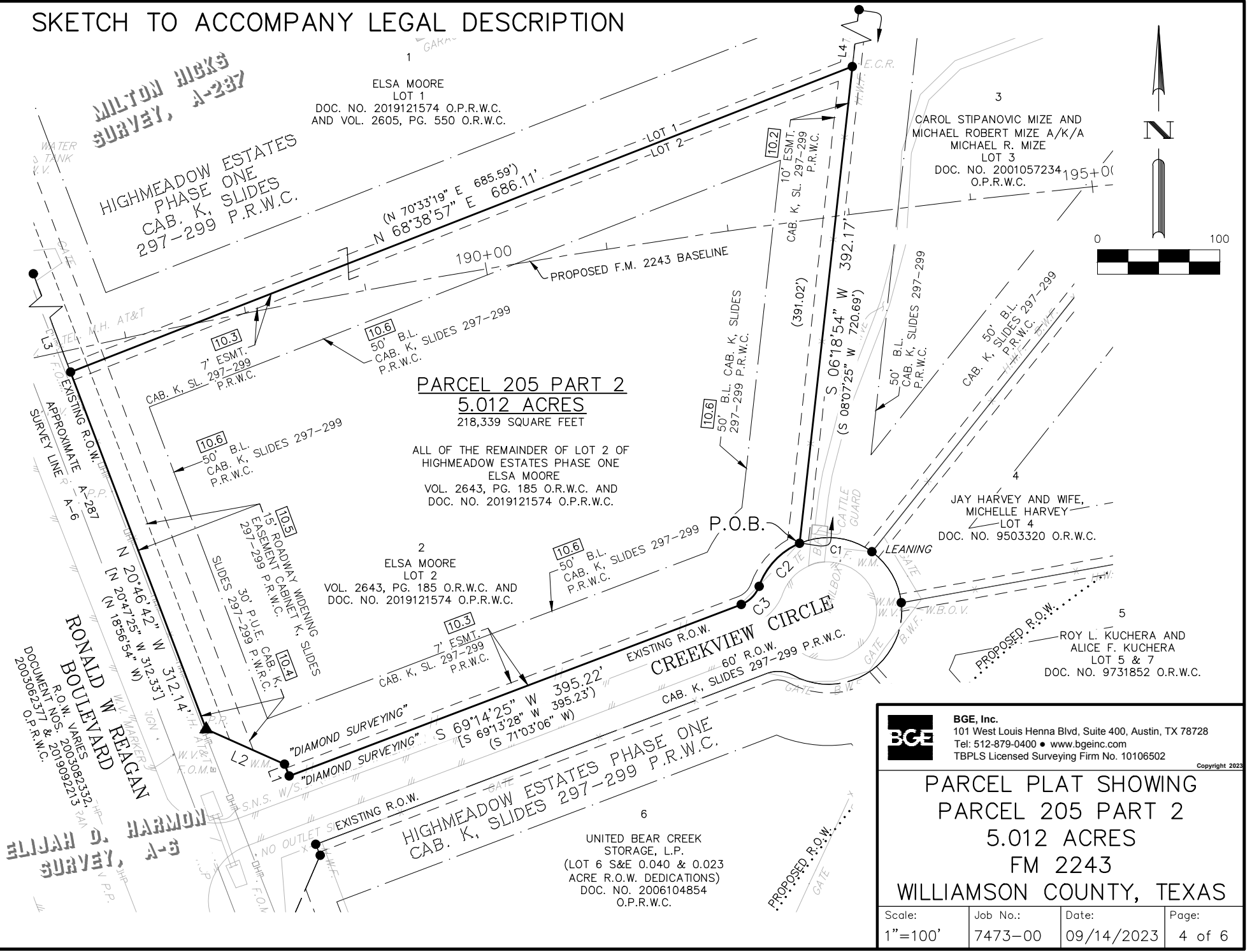
09/14/2023

Date

Client: Williamson County
Date: September 14, 2023
Project Number: 7473-00

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

G:\TxC\Projects\County_Williamson\7473-00_RM_2243\06_Survey\04_Finals\Drawings\7473-00_P205-P2_EX1.dwg, 9/14/2023 10:55 AM, Stephen Barger



PARCEL 205 PART 2
5.012 ACRES
 218,339 SQUARE FEET

ALL OF THE REMAINDER OF LOT 2 OF
 HIGHMEADOW ESTATES PHASE ONE
 ELSA MOORE
 VOL. 2643, PG. 185 O.R.W.C. AND
 DOC. NO. 2019121574 O.P.R.W.C.

ELSA MOORE
 LOT 2
 VOL. 2643, PG. 185 O.R.W.C. AND
 DOC. NO. 2019121574 O.P.R.W.C.

CAROL STIPANOVIC MIZE AND
 MICHAEL ROBERT MIZE A/K/A
 MICHAEL R. MIZE
 LOT 3
 DOC. NO. 2001057234, 195+00
 O.P.R.W.C.

JAY HARVEY AND WIFE,
 MICHELLE HARVEY
 LOT 4
 DOC. NO. 9503320 O.R.W.C.

ROY L. KUCHERA AND
 ALICE F. KUCHERA
 LOT 5 & 7
 DOC. NO. 9731852 O.R.W.C.

UNITED BEAR CREEK
 STORAGE, L.P.
 (LOT 6 S&E 0.040 & 0.023
 ACRE R.O.W. DEDICATIONS)
 DOC. NO. 2006104854
 O.P.R.W.C.

BGE, Inc.
 101 West Louis Henna Blvd, Suite 400, Austin, TX 78728
 Tel: 512-879-0400 • www.bgeinc.com
 TBPLS Licensed Surveying Firm No. 10106502
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PARCEL PLAT SHOWING
PARCEL 205 PART 2
5.012 ACRES
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale: 1"=100'	Job No.: 7473-00	Date: 09/14/2023	Page: 4 of 6
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LEGEND

- B.F. BOARD FENCE
- B.L. BUILDING LINE
- B.W.F. BARBED WIRE FENCE
- C.O. CLEAN OUT
- DOC. DOCUMENT
- D.R.W.C. DEED RECORDS OF WILLIAMSON COUNTY
- E.C.R. ELECTRIC CONDUIT RISER
- ELEC. ELECTRIC
- E.M. ELECTRIC METER
- ESMT. EASEMENT
- F.O.M. FIBER OPTIC MARKER
- G.P. GATE POST
- H.W.F. HOG WIRE FENCE
- M.H. MANHOLE
- NO. NUMBER
- O.P.R.W.C. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
- O.R.W.C. OFFICIAL RECORDS OF WILLIAMSON COUNTY
- PG. PAGE
- P.L.M. PIPELINE MARKER
- P.O.B. POINT OF BEGINNING
- P.P. POWER POLE
- P.U.E. PUBLIC UTILITY EASEMENT
- RCP REINFORCED CONCRETE PIPE
- R.O.W. RIGHT-OF-WAY
- R.P. REFLECTOR POST
- S.N.S. STREET NAME SIGN
- S.R.W. STONE RETAINING WALL
- S.S. STOP SIGN
- S.V. SPRINKLER VALVE
- TEL. TELEPHONE
- TRANS. TRANSFORMER
- VOL. VOLUME
- W.B.O.V. WATER BLOW-OFF VALVE
- W.F. WATER FAUCET
- W.M. WATER METER
- W.V. WATER VALVE
- W.W. WATER WELL
- () RECORD INFO FOR CAB. K, SLIDES 297-299 P.R.W.C.
- [] RECORD INFO FOR DOC. NOS. 2003082332, 2003062377 & 2019092213 O.P.R.W.C.
- FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
- ▲ FOUND MAG NAIL
- ⊙ FOUND 1" IRON PIPE
- SET 1/2" IRON ROD W/CAP "WILCO ROW 5777"
- △ CALCULATED POINT
- x — WIRE FENCE
- ○ — METAL FENCE
- DHT — OVERHEAD TELEPHONE
- DHP — OVERHEAD POWER
- /// EDGE OF ASPHALT
- SCHEDULE B ITEM

10.3

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N 21°13'30" W	10.31'
L2	N 65°54'44" W	70.30'
L3	N 20°49'05" W	297.62'
L4	N 06°18'54" E	329.07'

RECORD LINE TABLE		
NUMBER	BEARING	DISTANCE
[L1]	[N 21°13'30" W]	[10.46']
[L2]	[N 66°12'02" W]	[70.32']
(L3)	(N 18°56'54" W)	(297.80')
(L4)	(N 08°07'25" W)	(329.67')

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	62.31'	60.00'	59°30'13"	S 83°19'32" E	59.55'
C2	49.61'	60.00'	47°22'34"	S 43°14'04" W	48.21'
C3	21.59'	25.00'	49°28'12"	S 44°26'17" W	20.92'

RECORD CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
(C1)	(62.41')	(60.00')	(59°36'07")	(S 81°26'03.2" E)	(59.64')
(C2)	(49.63')	(60.00')	(47°23'34")	(S 45°04'06" W)	(48.23')
(C3)	(21.68')	(25.00')	(49°40'47")	(S 46°12'43" W)	(21.00')



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 WILLIAMSON COUNTY, TEXAS

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