

**FIRST AMENDMENT TO POSSESSION AND USE AGREEMENT FOR
TRANSPORTATION PURPOSES**

East Wilco Highway—Parcel 26

THIS FIRST AMENDMENT TO POSSESSION AND USE AGREEMENT FOR TRANSPORTATION PURPOSES (the “First Amendment”), is entered into by and among **WILLIAMSON COUNTY, TEXAS**, (the “County”) and **JERRY J. WOLFE, AS THE TRUSTEE OF THE TIFFANY TANKERSLEY WOLFE 1997 CHILDREN’S TRUST and STEVEN J. WOLFE** (referred to in this contract as “Grantor”, whether one or more). The Grantor and the County are individually referred to as “Party” and collectively referred to as the “Parties”. Each of the Parties confirms that it has the authority to enter into this First Amendment and the ability to perform its obligations under this First Amendment, without the further approval or consent of any other person or entity.

Recitals

WHEREAS, on or about the 13TH day of July, 2021, the Parties entered into that one certain Possession and Use Agreement for Transportation Purposes (“PUA”), recorded as **Document No. 2021109286** of the Official Records of Williamson County, Texas, for the possession of 39.682 acres of real property for construction of proposed East Wilco Highway/Southeast Loop roadway improvements, and additional Other conditions of the Parties; and

WHEREAS, subsequent to the full execution of the PUA, the Parties desired to modify the description of the additional remainder portions of the Property to be conveyed, and Purchaser desires to agree to the requested modification; and

WHEREAS, certain conditions and obligations within the PUA were incorporated by reference into a Rule 11 Condemnation Settlement Agreement dated August 19, 2021 and filed among the papers of Cause No. 21-0720-CC4, and into an Agreed Amended Judgment in Absence of Objections recorded as **Document No. 2022142027** of the Official Public Records of Williamson County, Texas (“the Condemnation Case Settlement”).

WHEREAS, the Parties desire to amend and correct the obligations of the County related to the installation of utility sleeve casings and allowable crossings within the PUA; and

WHEREAS, the Parties have prepared and approved revised exhibits which set out the amended obligations of the Parties with respect to utility sleeve casings and allowable crossing issues within the PUA;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the sufficiency of which are hereby conclusively acknowledged, and

subject to the terms and conditions hereinafter set forth, the County and the Grantor mutually agree as follows:

Section 1. Definitions

All terms used herein shall have the meanings assigned to them in the PUA unless the context clearly requires otherwise.

Section 2. Amendment

(a) Paragraph 14(c) of the PUA is amended as follows:

As part of the Construction of the Roadway Construction Project for Southeast Loop/East Wilco Highway Segment 2 upon the Property and other property owned or possessed by County, and as an additional form of consideration for modification of the Condemnation Case Settlement, the County at its sole expense shall install utility sleeve casings in the locations and according to the design specifications as shown on Exhibit "B" attached hereto and incorporated herein. Utilities may be installed in the sleeves upon the receipt of a permit from the appropriate utility company. As a result of relocating the utility sleeves, County will save construction costs by eliminating the need to jack and bore. County agrees Grantor will incur additional construction costs of \$334,461 due to relocating the utility sleeve, and County agrees to compensate Grantor \$334,461 within forty-five (45) days of full execution of this First PUA Amendment. Should the County fail to tender said funds within said forty-five (45) days, then Grantor shall be entitled to receive post-judgment interest on said amount at the published rate until the date of full payment in accordance with this PUA Amendment.

The funds paid hereunder and described in this paragraph as well as the non-monetary consideration described herein is being paid to Grantor under the threat of condemnation as settlement of an eminent domain case.

(b) Paragraph 14(d) of the PUA is amended as follows:

County agrees that Grantor shall be entitled to cross the Property and the County's Roadway Construction Project with utilities, including but not limited to within the sleeves provided for in Paragraph 14(c) herein, provided such crossings shall occur at a 45 degree angle or greater, and in the locations otherwise shown in Exhibit "B".

Section 3. Miscellaneous

(a) To the extent necessary to affect the terms and provisions of this First Amendment, the PUA is hereby amended and modified. In all other respects, the aforesaid PUA is hereby ratified and confirmed.

(b) This First Amendment may be executed in counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have caused this First Amendment to be duly effective as of the last date executed by the parties below.

[signature pages follow]

GRANTOR:

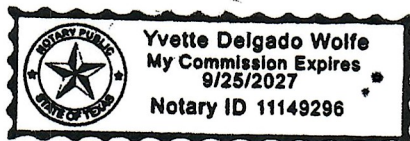
J. J. Wolfe
Jerry J. Wolfe, as the Trustee of the
Tiffany Tankersley Wolfe 1997 Children's Trust

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF Williamson

This instrument was acknowledged before me on April 23rd 2024 by
Jerry J. Wolfe, in the capacity and for the purposes and consideration recited herein.



[Signature]
Notary Public—State of Texas

Steven J. Wolfe
Steven J. Wolfe

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF Williamson

This instrument was acknowledged before me on April 23rd 2024 by
Steven J. Wolfe, in the capacity and for the purposes and consideration recited herein.



[Signature]
Notary Public—State of Texas

COUNTY:

WILLIAMSON COUNTY, TEXAS

By: Bill Gravell, Jr. (May 1, 2024 09:09 CDT)
Bill Gravell, Jr.
County Judge

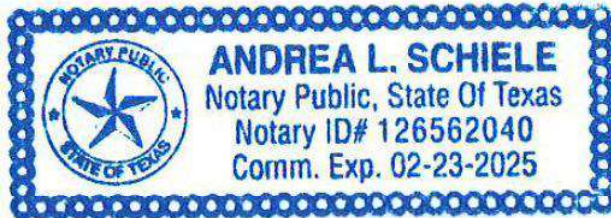
Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF WILLIAMSON

This instrument was acknowledged before me on May 1, 2024 by Bill Gravell, Jr., in the capacity and for the purposes and consideration recited herein.



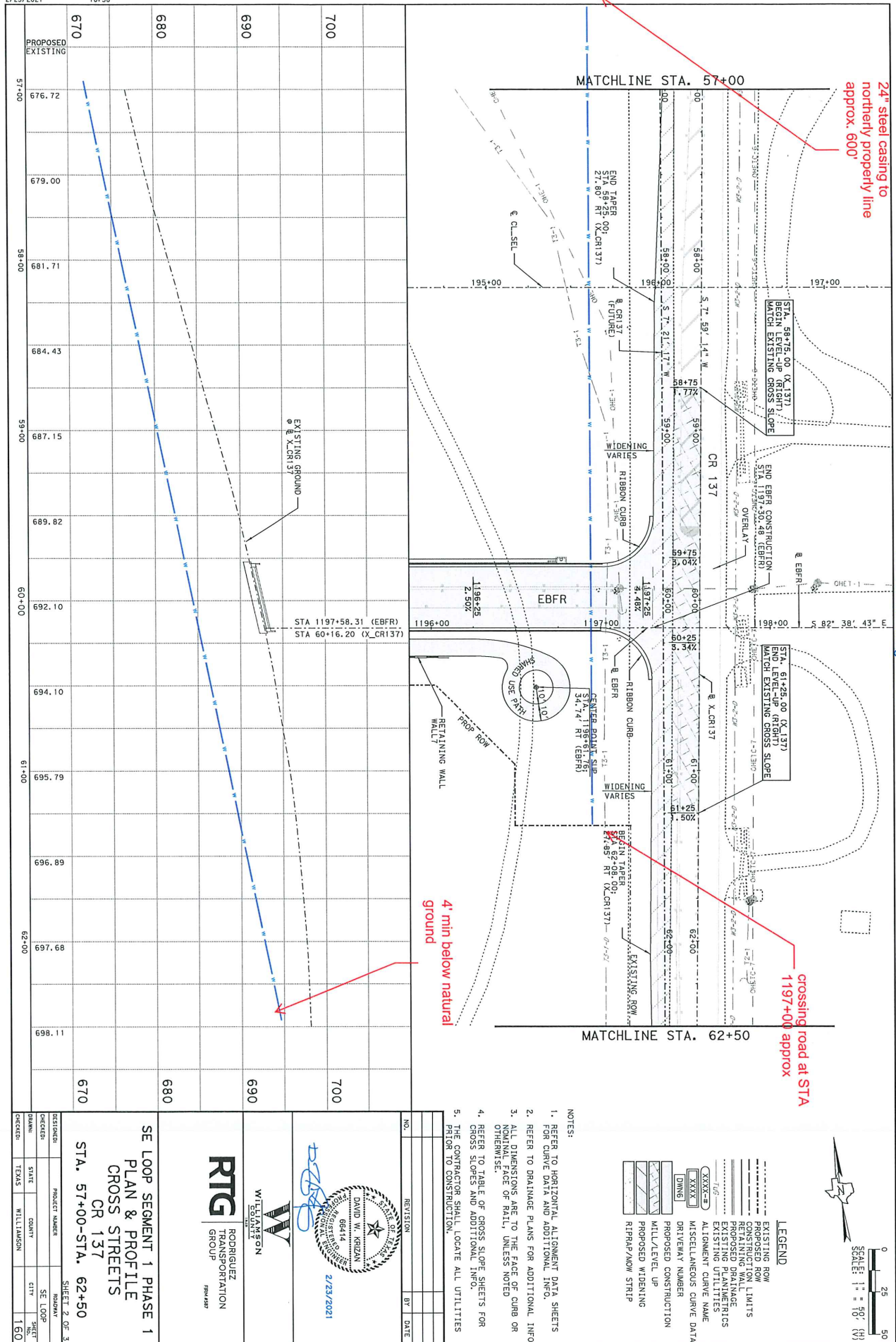
Andrea L. Schiele

Notary Public—State of Texas

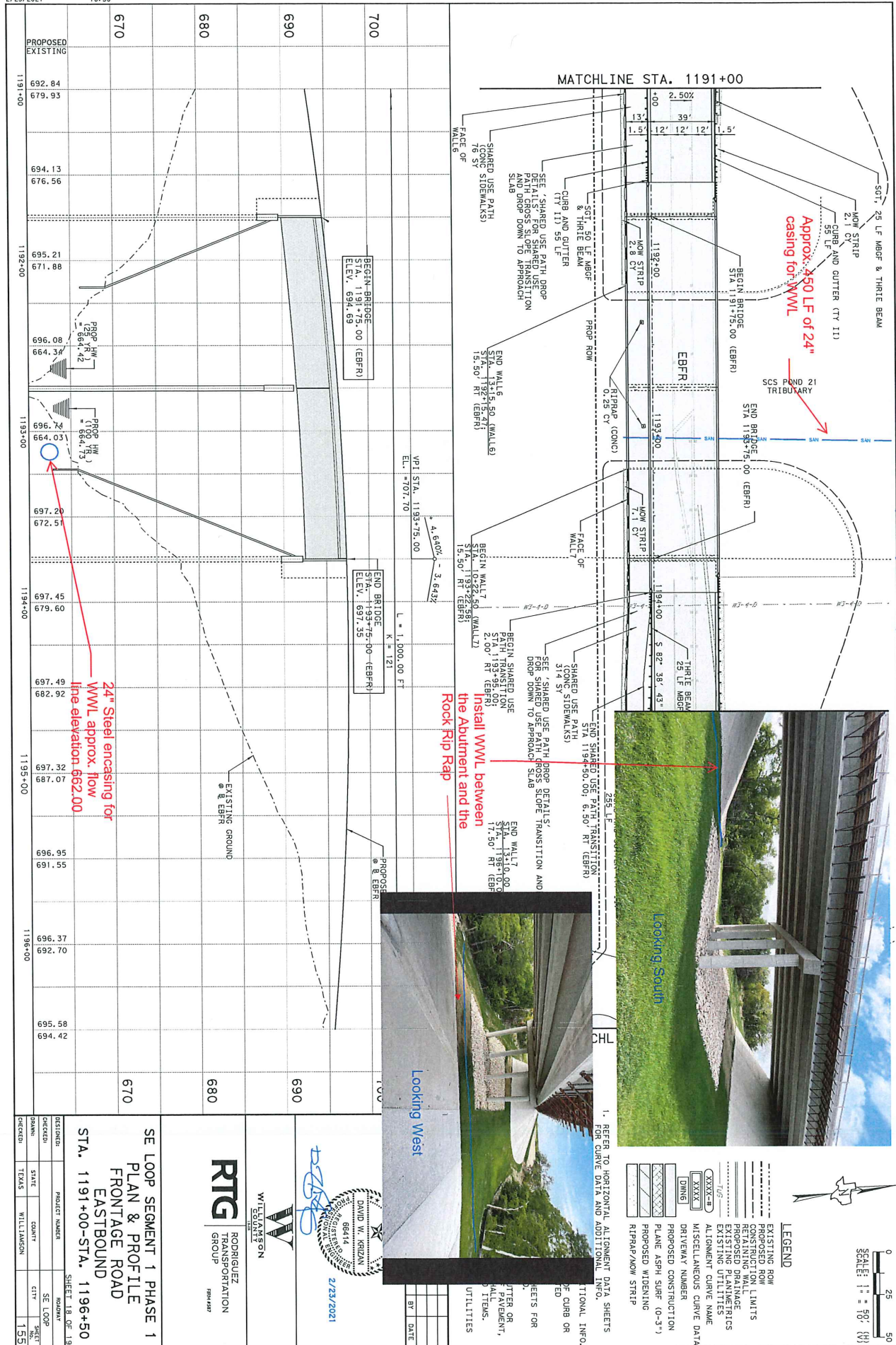
EXHIBIT "B"

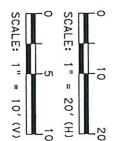
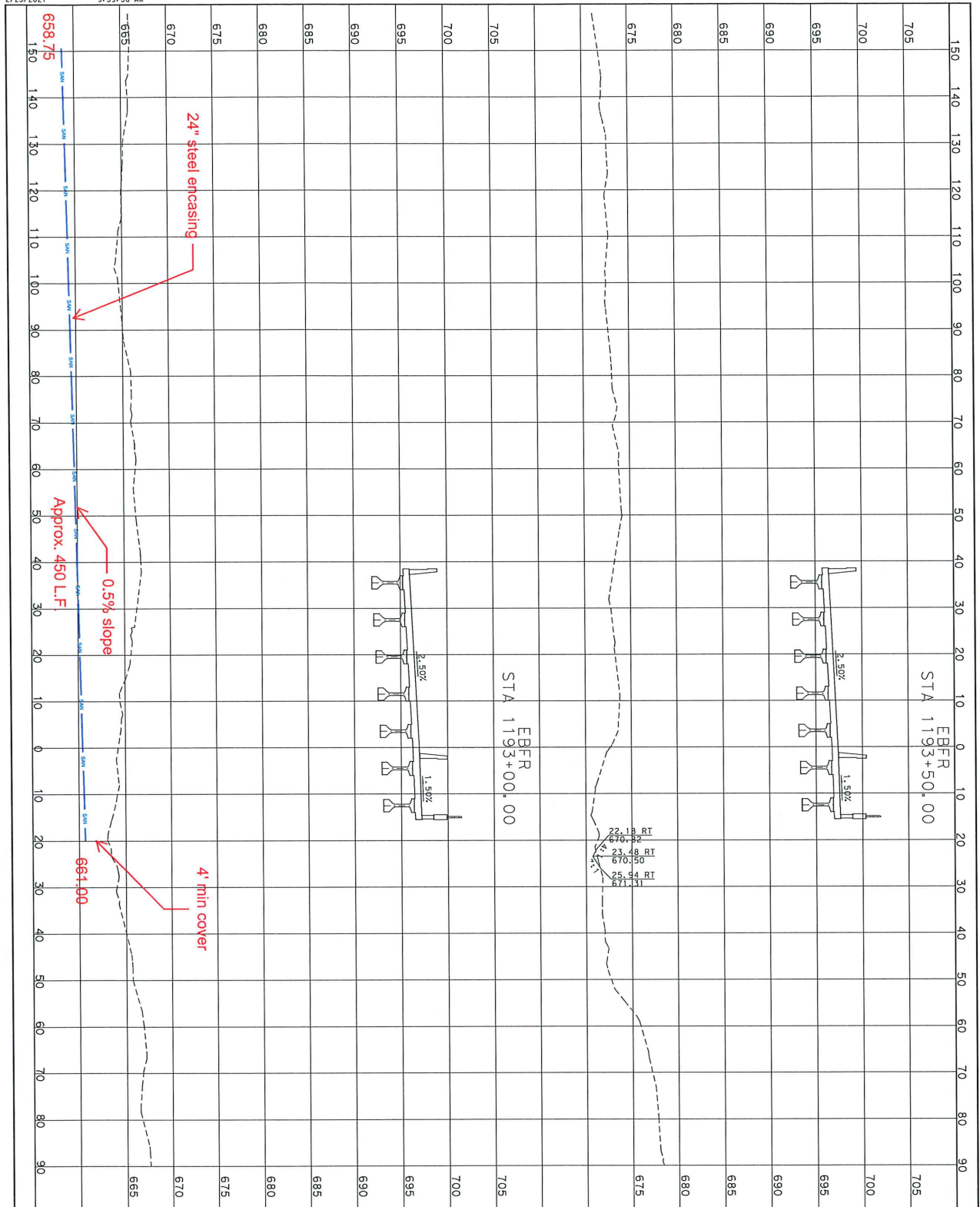
100% SUBMITTAL

pw://rtg-pw.bentley.com/rtg-pw/Documents/8760201/CADD/Plan Sheets/Roadway/SELSIP1*RD*PP*1SEC*CR137*02.dgn
2/23/2021 10:38



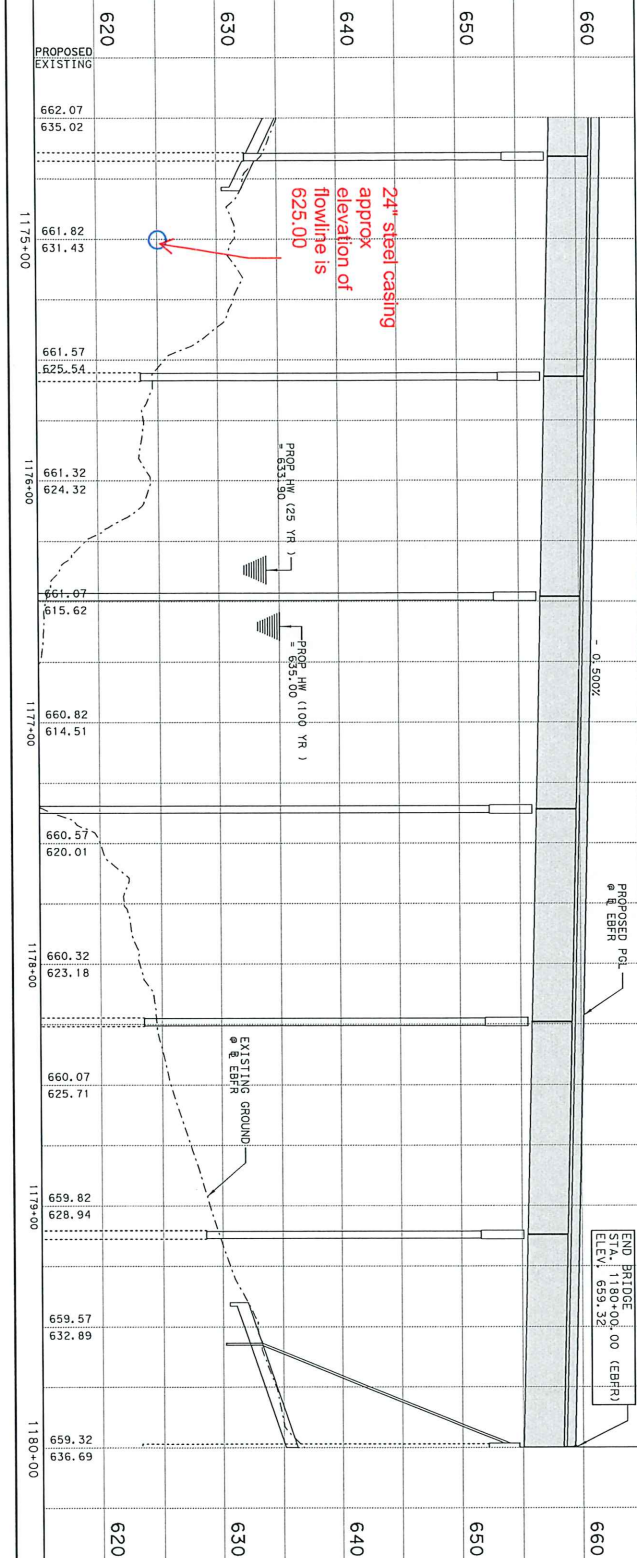
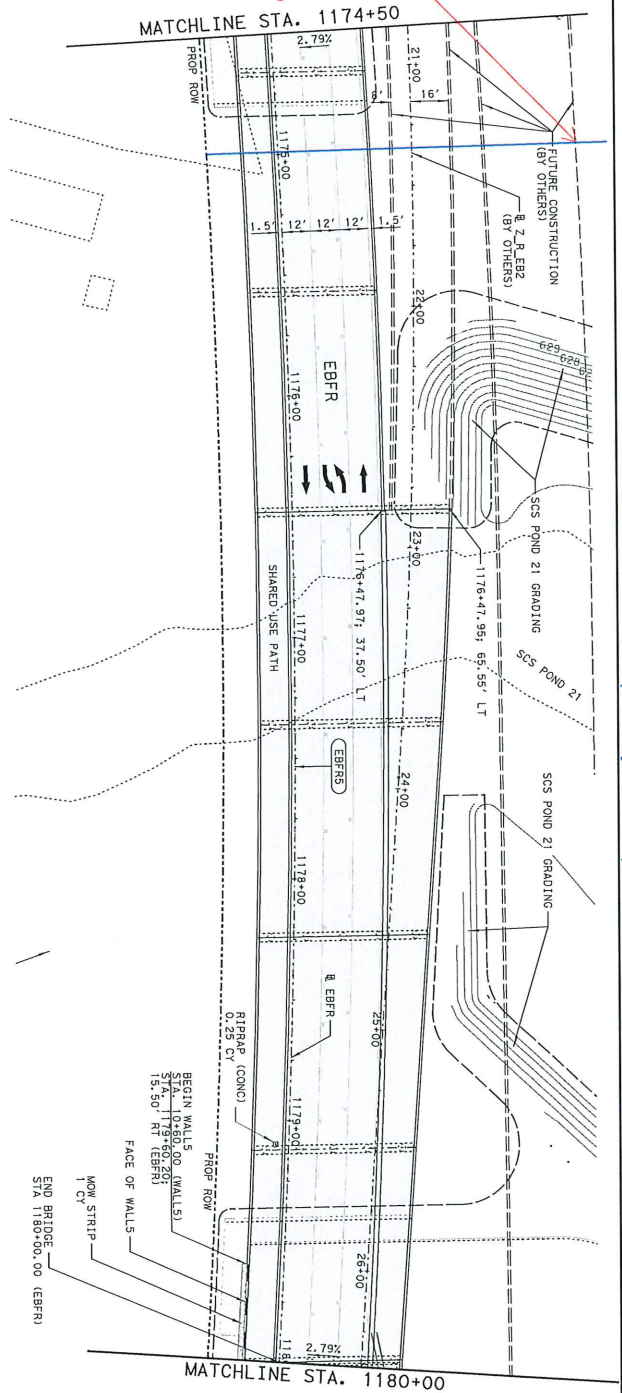
WWL Sleeve at Abutment 3 (Easterly Abutment) of the SCS 21 Tributary Creek Bridge





<p>DESIGNED: PROJECT NUMBER: ROADWAY: SE LOOP</p> <p>CHECKED: STATE: COUNTY: CITY: SHEET: XS271</p> <p>DESIGNED: TEXAS: WILLIAMSON</p>				<p>PROJECT NUMBER: ROADWAY: SE LOOP</p> <p>CHECKED: STATE: COUNTY: CITY: SHEET: XS271</p> <p>DESIGNED: TEXAS: WILLIAMSON</p>			
<p>SE LOOP SEGMENT 1 PHASE 1</p> <p>DESIGN CROSS SECTIONS</p> <p>EBFR</p>				<p>RTG RODRIGUEZ TRANSPORTATION GROUP</p> <p>WILLIAMSON</p> <p>DAVID W. KRIZAN</p> <p>2/23/2021</p>			
<p>NO. REVISION</p> <p>BT DATE</p>				<p>NO. REVISION</p> <p>BT DATE</p>			

WWL Sleeve at Abutment 1 (Westerly Abutment) of the SCS 21 Pond Bridge



DESIGNED	PROJECT NUMBER	NO.	REVISION	BY	DATE
CHECKED	STATE	COUNTY	CITY	SHEET	152
DESIGNED	TEXAS	WILLIAMSON			

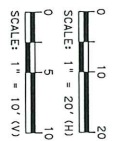
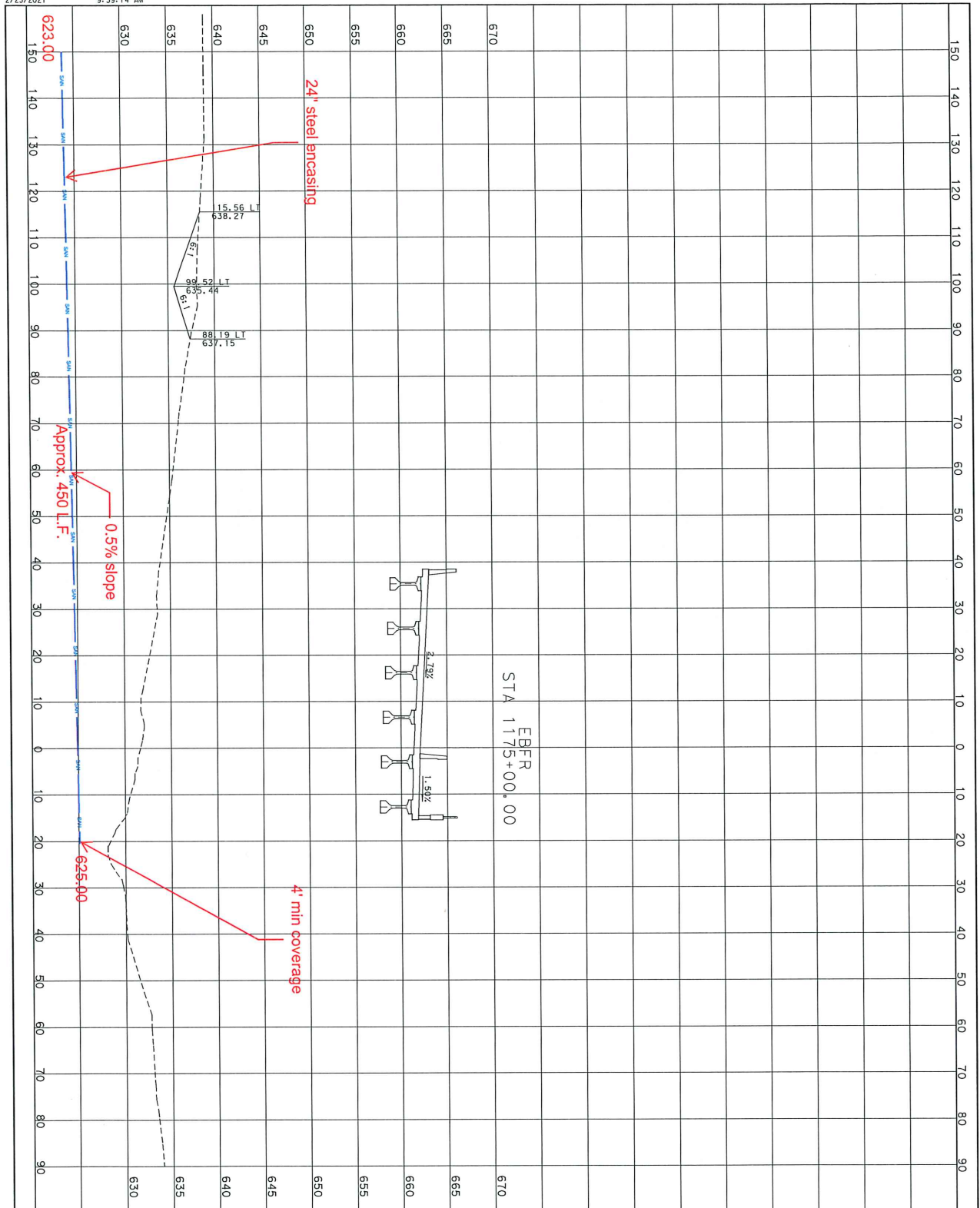
SE LOOP SEGMENT 1 PHASE 1
FRONTAGE ROAD
EASTBOUND
STA. 1174+50-STA. 1180+00

RTG RODRIGUEZ
WILLIAMSON GROUP

DAVID W. GRIFFIN
REGISTERED PROFESSIONAL ENGINEER
66414
2/23/2021

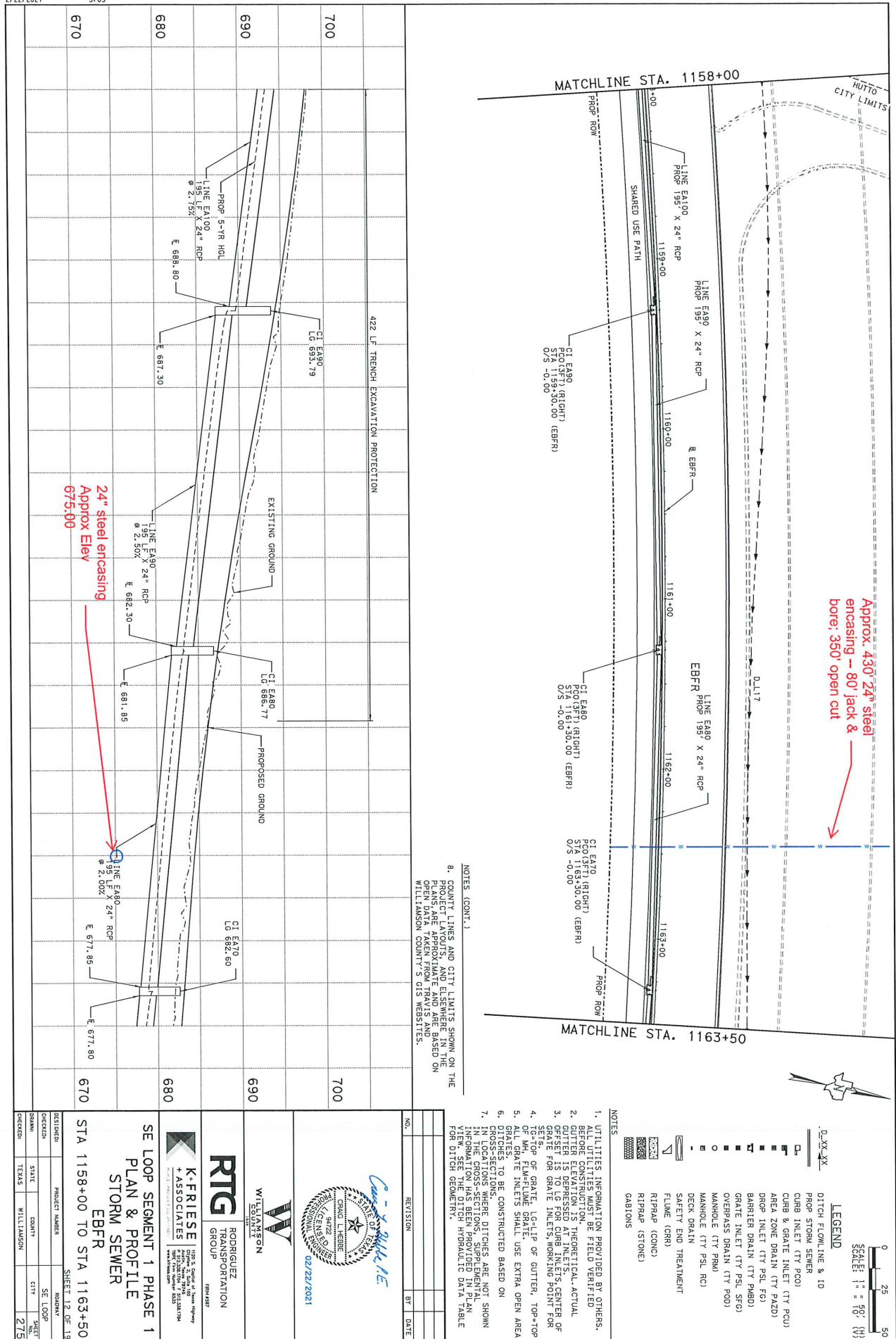
SHEET 15 OF 19

- NOTES:
1. REFER TO HORIZONTAL ALIGNMENT DATA SHEETS FOR CURVE DATA AND ADDITIONAL INFO.
 2. REFER TO DRAINAGE PLANS FOR ADDITIONAL INFO.
 3. ALL DIMENSIONS ARE TO THE FACE OF CURB OR NOMINAL FACE OF RAIL, UNLESS NOTED OTHERWISE.
 4. REFER TO TABLE OF CROSS SLOPE SHEETS FOR CROSS SLOPES AND ADDITIONAL INFO.
 5. SAWCUT SET AT EXISTING LIP OF CUTTER OR 1' OFFSET FROM EXISTING EDGE OF PAYMENT, WHICHEVER IS GREATER, UNLESS OTHERWISE NOTED.
 6. THE CONTRACTOR SHALL LOCATE ALL UTILITIES PRIOR TO CONSTRUCTION.
- LEGEND
- EXISTING ROW
 - PROPOSED ROW LIMITS
 - CONSTRUCTION LIMITS
 - PROPOSED DRAINAGE
 - EXISTING UTILITIES
 - ALIGNMENT CURVE NAME
 - ALIGNMENT CURVE DATA
 - DRIVEWAY NUMBER
 - PROPOSED CONSTRUCTION PLANE ASPH SURF (0-3')
 - PROPOSED WIDENING
 - RIPRAP/MOW STRIP
- SCALE: 1" = 30' (H)



SE LOOP SEGMENT 1 PHASE 1 DESIGN CROSS SECTIONS EBFR			
DESIGNED	PROJECT NUMBER	RODRIGUEZ TRANSPORTATION GROUP 10000	
CHECKED	STATE	COUNTY	CITY
DRAWN	TEXAS	WILLIAMSON	SE LOOP
CHECKED			XS50

NO.	REVISION	BY	DATE



WL Sleeve at STA 1162+50

Approx. 430' 24\"/>

24\"/>

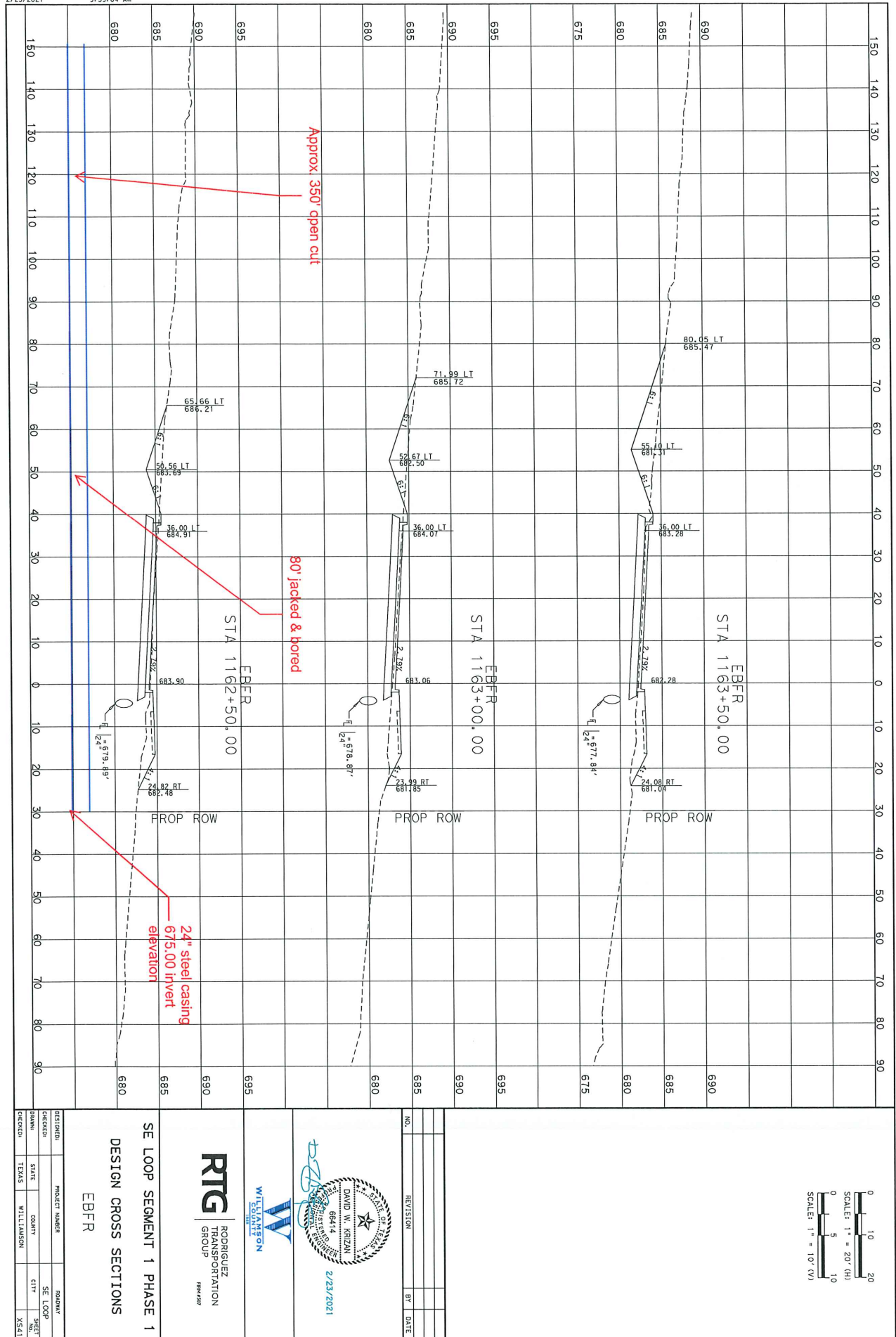
NOTES (CONT.)
8. COUNTY LINES AND CITY LIMITS SHOWN ON THE PROJECT LANDSCAPE AND ELEVATION. THE OPEN DATA TAKEN FROM TRAVIS AND WILLIAMSON COUNTY'S GIS WEBSITES.

NOTES

1. UTILITIES INFORMATION PROVIDED BY OTHERS. BEFORE CONSTRUCTION, BE FIELD VERIFIED.
2. GUTTER ELEVATION IS THEORETICAL ACTUAL.
3. GUTTER IS DEPRESSURED AT INLET'S CENTER OF GRADE FOR GRATE INLET'S WORKING POINT FOR SETS OF GRATE. 15-11P OF GUTTER, TOP-10P OF INLET FLARELINE GRATE.
4. ALL GRATE INLET'S SHALL USE EXTRA OPEN AREA GRATES. TO BE CONSTRUCTED BASED ON GROSS-SECTIONS.
5. IN LOCATIONS WHERE DITCHES ARE NOT SHOWN IN THE CROSS-SECTIONS, SHOWN PLAN VIEW. SEE THE DITCH HYDRAULIC DATA TABLE FOR DITCH GEOMETRY.



<p>SE LOOP SEGMENT 1 PHASE 1 PLAN & PROFILE STORM SEWER EBFR</p>		<p>STA 1158+00 TO STA 1163+50</p>	
DESIGNED	PROJECT NUMBER	REVISION	DATE
CHECKED	SE LOOP	BY	DATE
DRAWN	CITY	DATE	DATE
CHECKED	TEXAS	DATE	DATE



DESIGNED		PROJECT NUMBER		ROADWAY	
CHECKED	STATE	COUNTY	CITY	SHEET	DATE
BRANN	TEXAS	WILLIAMSON		XS41	

NO.		REVISION		BY		DATE	

RTG

RODRIGUEZ
TRANSPORTATION
GROUP

2/23/2021

WILLIAMSON

2/23/2021

SE LOOP SEGMENT 1 PHASE 1

DESIGN CROSS SECTIONS

EBFR