

POSSESSION AND USE AGREEMENT FOR TRANSPORTATION PURPOSES

STATE OF TEXAS	§	
	§	Parcel No.: 2
COUNTY OF WILLIAMSON	§	Project: CR 314

This Possession and Use Agreement For Transportation Purposes (the "Agreement") between **WILLIAMSON COUNTY, TEXAS** ("County" or "Grantee"), and **FIDELITY INTERNATIONAL TRUST, WILLIAM T. PECKMAN, AS TRUSTEE OF THE FIDELITY INTERNATIONAL TRUST, MEDIA CHOICE, LLC, AND ACME PARTNERSHIP, L.P.** (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 CR 314 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 ONE HUNDRED TWENTY-SIX THOUSAND THREE HUNDRED NINETY-SIX and 00/100 Dollars (\$126,396.00). 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 execution of this agreement by the Grantor and Grantee.

The parties agree that the sum 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 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,

NPUA

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 is either paid to grantor by the County, or is otherwise delivered to a title company acting as escrow agent for the County (the "Effective Date").
4. To the best of Grantor's knowledge, Grantor warrants and represents that the title to the sign structure and easement owned by Grantor on the Property is free and clear of all liens and encumbrances except as disclosed to Grantee in that certain title commitment numbered GT2503595, issued March 19, 2025, by Texan Title Insurance Company (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 sign structure and easement owned by Grantor on the Property and further agrees to indemnify the County from all unreleased or undisclosed liens, claims or encumbrances affecting the sign structure and easement owned by Grantor on 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 March 31, 2025.
 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. 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 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, including prorated taxes 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, 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 special conditions: Grantor is retaining title to the following improvements ("Retained Improvements") located on the Property, to wit: double sided outdoor advertising billboard sign (quantity 1). Grantor covenants and agrees to remove the Retained Improvements from the Property by June 1, 2025, subject to such extensions of time as may be granted by the County in writing. In the event Grantor fails, for any reason, to remove the Retained Improvements within the time prescribed, then, without further consideration, title to all or part of such Retained Improvements shall pass to and vest in the county, its successors and assigns, forever.

15. By its authorized signature below, any Tenant which has 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:

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 any use existing as of the time of this Agreement, 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:

FIDELITY INTERNATIONAL TRUST

By: Thomas C. Vaught

Name: Thomas C. Vaught

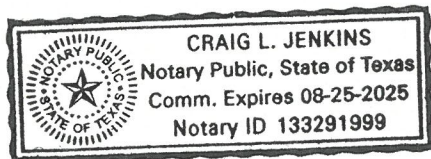
Title: Authorized Agent

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on this the 27 day of MARCH, 2025 by THOMAS C. VAUGHT in the capacity and for the purposes and consideration recited herein.



A handwritten signature in blue ink, appearing to read "Craig L. Jenkins", written over a horizontal line.

Notary Public, State of Texas

Printed Name: CRAIG L. JENKINS

My Commission Expires: 08-25-2025

GRANTOR:

WILLIAM T. PECKMAN, AS TRUSTEE OF THE FIDELITY INTERNATIONAL TRUST

By: Thomas C. Vaught

Name: Thomas C. Vaught for William T. Peckham

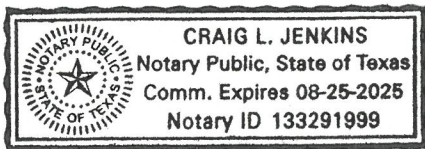
Title: Authorized Agent

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF TARRANT

This instrument was acknowledged before me on this the 27 day of MARCH, 2025 by THOMAS C. VAUGHT in the capacity and for the purposes and consideration recited herein.



A handwritten signature in blue ink, appearing to read "Craig L. Jenkins", written over a horizontal line.

Notary Public, State of Texas

Printed Name: CRAIG L. JENKINS

My Commission Expires: 08-25-2025

GRANTOR:

MEDIA CHOICE, LLC

By: Thomas C. Vaught

Name: Thomas C. Vaught

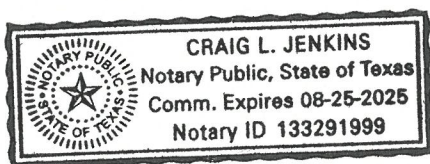
Title: Authorized Agent

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on this the 27 day of MARCH, 2025 by THOMAS C. VAUGHT in the capacity and for the purposes and consideration recited herein.



A handwritten signature in blue ink, appearing to read "Craig L. Jenkins", written over a horizontal line.

Notary Public, State of Texas

Printed Name: Craig L. Jenkins

My Commission Expires: 08-25-2025

GRANTOR:

ACME PARTNERSHIP, L.P.

By: Thomas C. Vaught

Name: Thomas C. Vaught

Title: Real Estate Dept. / Authorized Agent

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF TRANS

This instrument was acknowledged before me on this the 27 day of MARCH, 2025 by THOMAS C. VAUGHT in the capacity and for the purposes and consideration recited herein.



Notary Public, State of Texas

Printed Name: CARY L. JENKINS

My Commission Expires: 03-25-2025

COUNTY:

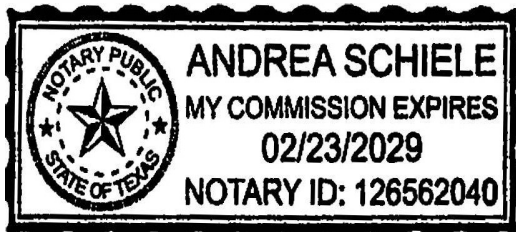
WILLIAMSON COUNTY, TEXAS

By: Valerie Covey
Valerie Covey
Presiding Officer Williamson County

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF WILLIAMSON

This instrument was acknowledged before me on this Apr 9, 2025, 202
by Valerie Covey, Presiding Officer of Williamson County, Texas, in the capacity and for the
purposes and consideration recited herein.



Andrea Schiele

Notary Public, State of Texas
Printed Name: Andrea Schiele
My Commission Expires:

County: Williamson
Parcel: 2, Ronnie Lee Kelm & Sherry Ann Kelm
Highway: County Road 314

02/02/2024
Page 1 of 4

EXHIBIT "A"
PROPERTY DESCRIPTION

DESCRIPTION OF A 2.239 ACRE (97,507 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE EDMUND PARSONS SURVEY, ABSTRACT NO. 494 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 24.44 ACRE TRACT OF LAND DESCRIBED IN A WARRANTY DEED WITH VENDOR'S LIEN TO RONNIE LEE KELM AND SHERRY ANN KELM RECORDED IN VOLUME 904, PAGE 32, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 2.239 ACRE (97,507 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2 inch iron rod with plastic cap stamped "RPLS 4641" found, being 312.08 feet right of Engineer's baseline station 26+87.55, being an ell corner in the existing southerly Right-of-Way (ROW) line of County Road 314 (C.R. 314) (variable ROW width), said point being the northwesterly corner of that called 10.00 acre tract of land described in a General Warranty Deed to Byron Reno and Kay Reno recorded in Document No. 2020024605 of the Official Public Records of Williamson County, Texas, same point being on the easterly boundary line of said 24.44 acre tract;

THENCE, N 20°27'05" W, with said existing southerly ROW line, same line being said easterly boundary line of the 24.44 acre tract, a distance of 133.41 feet to a 5/8 inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set, (Grid Coordinates determined as N=10,261,167.82, E=3,148,407.44), being 190.13 feet right of Engineer's baseline station 26+38.57, on the proposed southerly ROW line of C.R. 314 (variable ROW width), for the southeasterly corner and **POINT OF BEGINNING** of the herein described parcel;

THENCE departing said existing southerly ROW line, with said proposed southerly ROW line, through the interior of said 24.44 acre tract, the following four (4) courses:

- 1) **S 81°08'55" W**, a distance of **42.85 feet** to a 5/8 inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set, being 200.00 feet right of Engineer's baseline station 26+00.00, for the beginning of a non-tangent curve to the right;
- 2) with said curve to the right, having a radius of **2,600.00 feet**, a delta angle of **02°34'10"**, an arc length of **116.60 feet**, and a chord which bears **N 83°47'13 W**, a distance of **116.59 feet** to a 5/8 inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set, being 200.00 feet right of Engineer's baseline station 24+92.37, for a point of tangency;
- 3) **N 82°30'08" W**, a distance of **179.49 feet** to a 5/8 inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set being 200.00 feet right of Engineer's baseline station 23+12.88;
- 4) **S 55°04'01" W**, a distance of **145.80 feet** to a 5/8 inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set, being 298.37 feet right of Engineer's baseline station 22+05.27, on the existing easterly ROW line of Interstate Highway 35 (I.H. 35) (variable ROW width) (TxDOT Account No. 9014-5-8), same line being the westerly boundary line of said 24.44 acre tract, for the southwesterly corner of the herein described parcel;

County: Williamson
Parcel: 2, Ronnie Lee Kelm & Sherry Ann Kelm
Highway: County Road 314

02/02/2024
Page 2 of 4

- 5) **THENCE, N 12°16'10" E**, with said existing easterly ROW line of I.H. 35, same being said westerly boundary line of the 24.44 acre tract, a distance of **277.07 feet** to a calculated point, at the intersection of said existing easterly ROW line of I.H. 35 and said existing southerly ROW line of C.R. 314, being the northwesterly corner of said 24.44 acre tract, for the northwesterly corner of the herein described parcel;

THENCE, departing said existing easterly ROW line of I.H. 35, with said existing southerly ROW line of said C.R. 314, same line being the northerly boundary line of said 24.44 acre tract, the following two (2) courses:

- 6) **N 66°59'40" E**, a distance of **245.00 feet** to a calculated point;
- 7) **S 65°42'20" E**, a distance of **72.32 feet** to a 1/2 inch iron rod found for the northeasterly corner of the herein described parcel;
- 8) **THENCE, S 20°27'05 E**, a distance of **301.72 feet** to the **POINT OF BEGINNING**, containing 2.239 acres (97,507 square feet) of land, more or less.

Bearings are based on the Texas Coordinate System of 1983, Central Zone NAD83 (2011). Coordinates shown hereon are grid values represented in U.S. Survey Feet. All distances shown hereon are surface values represented in U.S. Survey Feet based on a surface-to-grid Combined Adjustment Factor of 0.99985232.

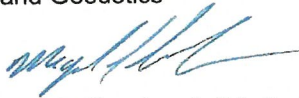
This property description is accompanied by a separate parcel plat.

The use of the word certify or certification on this document only constitutes an expression of professional opinion regarding those facts or findings which are the subject of the certification, and does not constitute a warranty or guarantee, either expressed or implied.

I, Miguel A. Escobar, a Registered Professional Land Surveyor, do hereby certify that the above description and the accompanying sketch is true and correct to the best of my knowledge and belief and the property described herein was determined by a survey made on the ground between July 2020 and September 2022, under the direct supervision of M. Stephen Truesdale, LSLS, RPLS No. 4933.

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

Inland Geodetics

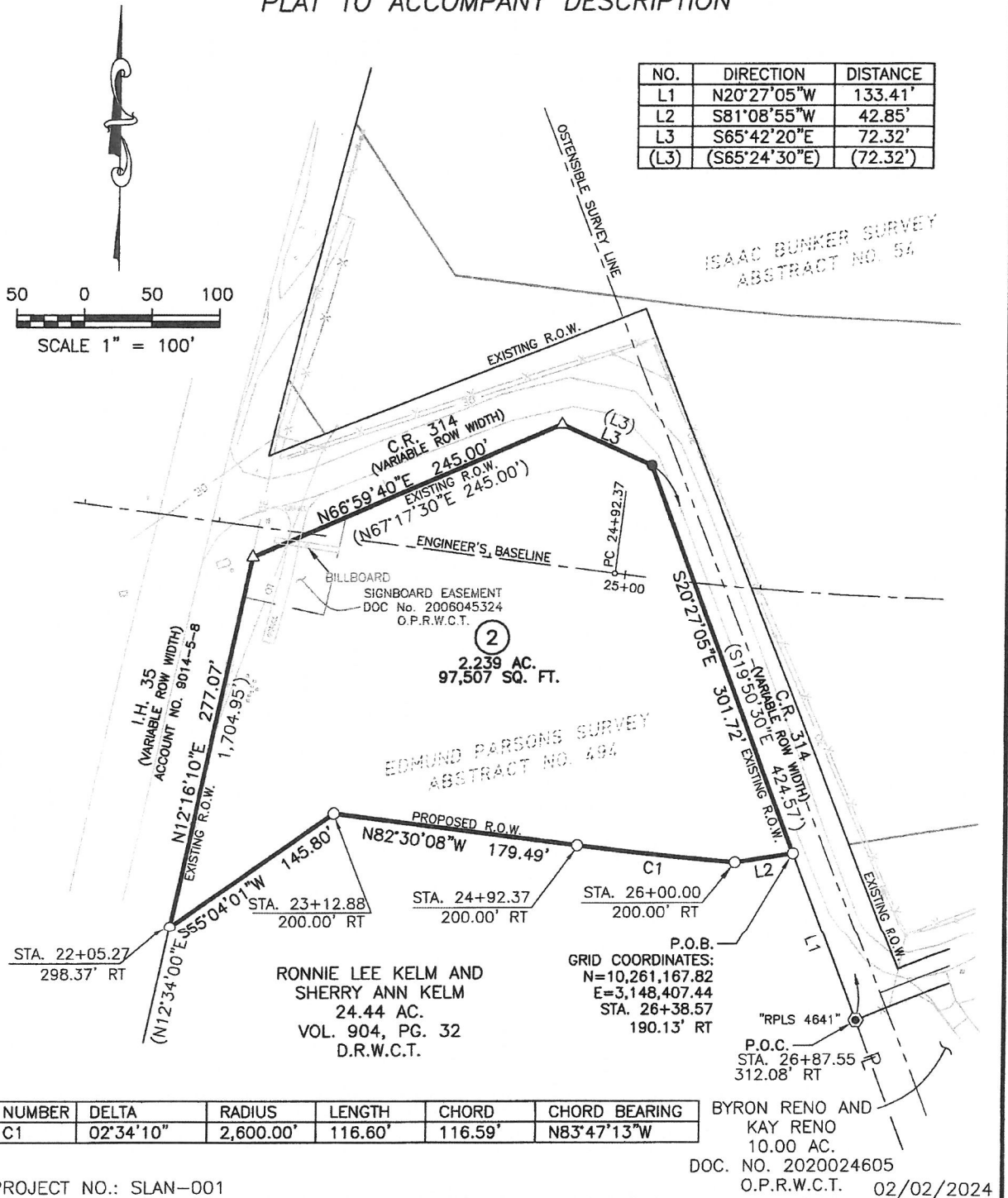


Miguel A. Escobar, L.S.L.S., R.P.L.S.
Texas Reg. No. 5630
1504 Chisholm Trail Rd #103
Round Rock, Tx 78681
TBPELS Firm No. 10059100
Project No: SLAN-001
S:\SEILER-LANKES\CR 314\5-Descriptions-Reports\PARCEL-2-KELM-REV.doc



EXHIBIT

PLAT TO ACCOMPANY DESCRIPTION



EXHIBIT

PLAT TO ACCOMPANY DESCRIPTION

NOTES:

1) BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE NAD83 (2011). COORDINATES SHOWN HEREON ARE GRID VALUES REPRESENTED IN U.S. SURVEY FEET. ALL DISTANCES SHOWN HEREON ARE SURFACE VALUES REPRESENTED IN U.S. SURVEY FEET BASED ON A SURFACE-TO-GRID COMBINED ADJUSTMENT FACTOR OF 0.99985232.

2) THE SYMBOLS REFLECTED IN THE LEGEND AND ON THIS SURVEY MAY HAVE BEEN ENLARGED FOR CLARITY. THE SYMBOLS HAVE BEEN PLOTTED AT THE CENTER OF THE FIELD LOCATION AND MAY NOT REPRESENT THE ACTUAL SIZE OR SHAPE OF THE FEATURE.

3) UTILITY INFORMATION SHOWN HEREON CONSTITUTES FIELD RECOVERY OF OBSERVED EVIDENCE OF UTILITIES. LOCATIONS OF UNDERGROUND UTILITIES/STRUCTURES MAY VARY FROM LOCATIONS SHOWN HEREON. ADDITIONAL BURIED UTILITIES/STRUCTURES, SUCH AS ELECTRICAL, TELEPHONE, CABLE TV AND PIPELINES, MAY BE ENCOUNTERED. NO EXCAVATIONS WERE MADE DURING THE PROGRESS OF THIS SURVEY TO LOCATE BURIED UTILITIES/STRUCTURES. FOR INFORMATION REGARDING BURIED UTILITIES/STRUCTURES OR BEFORE ANY EXCAVATION IS BEGUN, CONTACT THE APPROPRIATE AGENCIES FOR VERIFICATION OF UTILITY TYPE AND FOR FIELD LOCATION.

4) THE USE OF THE WORD CERTIFY OR CERTIFICATION ON THIS DOCUMENT ONLY CONSTITUTES AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THOSE FACTS OR FINDINGS WHICH ARE THE SUBJECT OF THE CERTIFICATION, AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EITHER EXPRESSED OR IMPLIED.

5) THE FOREGOING MAP AND SURVEY ON WHICH IT IS BASED IS ACCOMPANIED BY AND A PART OF SEPARATE METES AND BOUND DESCRIPTION OF THE SUBJECT TRACT.

6) REFERENCE IS HEREBY MADE TO THAT CERTAIN TITLE COMMITMENT (THE "TITLE COMMITMENT") ISSUED BY TEXAN TITLE COMPANY, UNDER GF NO. GT2301873 EFFECTIVE 06/13/2023, ISSUED 06/27/2023. THE EASEMENTS AND RESTRICTIONS LISTED ON SCHEDULE B OF THE TITLE COMMITMENT WERE REVIEWED BY THE SURVEYOR AND ARE SHOWN HEREON. SURVEYOR HAS RELIED UPON THE TITLE COMMITMENT AND MADE NO INDEPENDENT INQUIRY AS TO EASEMENTS AND RESTRICTIONS AFFECTING THE PROPERTY, OTHER THAN VISIBLE AND APPARENT EASEMENTS NOTED BY SURVEYOR DURING THE PREPARATION OF THE SURVEY AND REFLECTED HEREON.

SCHEDULE B:

10a. EASEMENT DATED MAY 31, 1944, TO TEXAS POWER AND LIGHT, RECORDED IN VOLUME 324, PAGE 78, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (THE LOCATION CANNOT BE DETERMINED FROM THE RECORD DOCUMENT)

10b. TERMS AND PROVISIONS OF A MEMORANDUM OF EASEMENT (SIGNBOARD) DATED MAY 15, 2006, EXECUTED BY AND BETWEEN RONNIE LEE KELM AND SHERRY ANN KELM, GRANTOR TO FIDELITY INTERNATIONAL TRUST, GRANTEE, RECORDED UNDER DOCUMENT NO. 2006045324, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS.
(THE LOCATION IS SHOWN)

10c. ANY PORTION OF THE HEREIN DESCRIBED PROPERTY WHICH LIES WITHIN THE BOUNDARIES OF A ROAD OR ROADWAY.

10d. TERMS, PROVISIONS AND CONDITIONS OF ANY LEASES NOT OF RECORD.

10e. (NOT A SURVEY MATTER)

10f. ALL VISIBLE AND APPARENT EASEMENTS AND ALL UNDERGROUND EASEMENTS, THE EXISTENCE OF WHICH MAY ARISE BY UNRECORDED GRANT OR BY USE.

10g. RIGHTS OF PARTIES IN POSSESSION.

LEGEND

△	CALCULATED POINT
●	1/2" IRON ROD FOUND
⊙	1/2" IRON ROD WITH CAP FOUND (AS NOTED)
○	5/8" IRON ROD W/ ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" SET
ℙ	PROPERTY LINE
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS
D.R.W.C.T.	DEED RECORDS, WILLIAMSON COUNTY, TEXAS
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
()	RECORD INFORMATION

I, MIGUEL A. ESCOBAR, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE ABOVE DESCRIPTION AND THE ACCOMPANYING SKETCH IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THE PROPERTY DESCRIBED HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND BETWEEN JULY 2020 AND SEPTEMBER 2022, UNDER THE DIRECT SUPERVISION OF M. STEPHEN TRUESDALE, LSLs, RPLS NO. 4933.

INLAND GEODETICS

Miguel A. Escobar

MIGUEL A. ESCOBAR, L.S.L.S., R.P.L.S.
TEXAS REG. NO. 5630
1504 CHISHOLM TRAIL RD #103
ROUND ROCK, TX 78681
TBPELS FIRM NO. 10059100



PROJECT NO.: SLAN-001

02/02/2024

PARCEL PLAT SHOWING PROPERTY OF

RONNIE LEE KELM AND
SHERRY ANN KELM

PARCEL 2
2.239 AC.
97,507 SQ. FT.

WILLIAMSON COUNTY

PROJECT
C.R. 314

PAGE 4 OF 4