

Sheets & Crossfield, PLLC

ATTORNEYS AT LAW

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lisa@scrrlaw.com

December 10, 2021

Joseph Buckler
701 County Road 105
Hutto, Texas 78634

Re: Williamson County—Westinghouse Road/CR111
Jonah SUD waterline easement
Parcel No.: 30-E

Dear Mr. Buckler:

Please allow this letter to set out my understanding regarding our Agreement for the acquisition of a waterline easement interest in and across portions of your property (“Owner”) as part of Williamson County’s (“County”) proposed CR 111 roadway improvements and related appurtenances and utility adjustments (“Project”).

By execution of this letter the parties agree as follows:

1. In return for Owner’s delivery to County of a fully executed and acknowledged waterline easement (“Easement”) in and across that certain parcel of land totaling 3,776 SF, and in the form as set out in Exhibit “A” attached hereto and incorporated herein, County shall pay Owner the sum of **\$978.00** in good funds.

2. If requested by County, the Closing and completion of this transaction shall take place at Texas National Title (“Title Company”) within thirty (30) days after full execution of this Agreement, or at other date and time agreed to between the parties.

Upon request Owner shall provide reasonable assistance, at no cost to Owner, to cause the Title Company to issue a policy of title insurance, with standard printed exceptions, to County or the easement Grantee in completion of this transaction. County shall be responsible for all typical closing fees and costs associated with this transaction, except that each party shall be responsible for any attorney’s fees they incur. Owner shall assist County and Title Company, at no cost to owner, with any curative measures or mortgage lien consent or subordination required as a condition of the Closing.

3. This Agreement is being made, and the Easement is being delivered, in lieu of condemnation.

If this meets with your understanding, please execute this letter where indicated below and return it to me, and we will have this approved and signed by the County and process this for Closing and payment as quickly as possible.

Please feel free to contact me at any time if you have any questions or concerns about these issues.

Very truly yours,

Lisa Dworaczyk
Sheets & Crossfield, PLLC

AGREED:



Joseph Buckler

Date: 1-17-2022

ACCEPTED AND AGREED:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

Date: _____

JOINDER AND CONSENT OF LIENHOLDER TO WATER LINE EASEMENT

CALIBER HOME LOANS, INC., as Beneficiary under a Deed of Trust executed by Robert D. Buckler to Ruth W. Garner, Trustee, dated June 17, 2013, recorded in Document No. 2013058388, and having been subsequently assigned to Caliber Home Loans, Inc., by instrument dated October 21, 2019, recorded in Document No. 2019100697, of the Official Records of Williamson County, Texas (the "Grantor Security Documents") that create liens, security interests and other rights and powers that encumber all or parts of the property described in Exhibit "A" ("Grantor Liens"), executes this water line easement ("Easement") for the limited purpose of (i) consenting to the terms and conditions of the foregoing Easement and (ii) agreeing that the Grantor Security Documents and the Grantor Liens are and shall be subordinate and inferior to all of the easements, restrictions, terms and provisions of the Easement, so that no enforcement of the terms of the Grantor Security Documents shall amend, impair or otherwise affect the easements, restrictions, terms or provisions of said Easement.

CALIBER HOME LOANS, INC.

By: _____

Name: _____

Title: _____

ACKNOWLEDGEMENT

THE STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me on this ____ day of _____, 2022, by _____, the _____ of Caliber Home Loans, Inc., known to me to be the person whose name is subscribed to the preceding instrument, and acknowledged to me that he/she executed the same for the purposes and consideration recited herein.

Notary Public in and for the State of _____

EXHIBIT "A" FORM OF EASEMENT FOLLOWS

WATERLINE EASEMENT
County Road 111/Westinghouse

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

GRANT OF EASEMENT:

JOSEPH LEONARD BUCKLER and wife, Amanda Buckler (“Grantor”), for the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, does hereby grant, sell and convey unto JONAH WATER SPECIAL UTILITY DISTRICT, whose address is 4050 FM 1660, Hutto, Texas 78634, (“Grantee”), an easement and right-of-way (“Easement”) upon and across that certain 3,026 square foot tract of land, being the property of Grantor which is more particularly described by metes and bounds and sketch in Exhibit “A” attached hereto, located in Williamson County, Texas; and incorporated herein by reference. (collectively the “Easement Tract”).

TO HAVE AND TO HOLD the same perpetually to Grantee and its successors and assigns, together with the rights and privileges and on the terms and conditions set forth below.

Grantor does hereby covenant and agree to WARRANT AND FOREVER DEFEND title to the Easement herein granted, unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

CHARACTER OF EASEMENT:

The Easement is an easement in gross.

PURPOSE OF EASEMENT:

The Easement shall be used for water line purposes, including placement, construction, installation, replacement, repair, inspection, maintenance, relocation, removal, and operation of water distribution and transmission lines and related facilities and appurtenances, or making connections thereto.

The Easement shall also be used for the purpose of providing access for the operation, repair, maintenance, inspection, replacement and expansion of the water distribution and transmission lines and related facilities and appurtenances.

Additionally, Grantor hereby grants and conveys to Grantee a non-exclusive right of ingress and egress over Grantor’s adjacent lands for the purpose of which this Easement is granted. However, such right shall only be exercised and allowed if access to the Easement Tract is not otherwise reasonably available from an adjacent public right of way.

DURATION OF EASEMENT:

The Easement shall be perpetual.

EXCLUSIVENESS OF EASEMENT:

The Easement shall be exclusive, and Grantor covenants that Grantor will not convey any other easement or conflicting rights within the Easement Tract. Grantor may alter or otherwise use the surface of the Easement Tract for such purposes that do not interfere with the exercise by Grantee of the rights herein granted provided that the plans for all improvements to be placed in the Easement Tract by Grantor must be approved by Grantee before the improvements are constructed, with such approval not to be unreasonably withheld. Grantee has the right to trim and cut down trees and shrubbery and to remove other improvements and structures to the extent reasonably necessary to prevent interference with the operation or repairs to Grantee's facilities in the Easement Tract, and Grantee will be held harmless by Grantor from any and all claims of Grantor if Grantee exercises such right.

DAMAGES:

The consideration given for this Easement constitutes payment in full for all damage sustained by Grantor by reason of the installation of the improvements referred to herein.

ENCUMBRANCES AND LIENS:

Grantor warrants that no person or business entity owns a present possessory interest in the fee title in the Easement Tract other than Grantor, and that there are no parties in possession of any portion of the Easement Tract as lessees. Furthermore, Grantor warrants that the Easement Tract is free and clear of all encumbrances and liens except the following: N/A

WATER SERVICE:

Grantee and Grantor hereby acknowledge and agree that, if the Easement Tract is located within the legal service area of Grantee, effective immediately upon execution of this Easement, Grantee will be deemed to be providing and will be obligated to provide Grantor water service to Grantor's property across which the Easement is located. Grantor acknowledges and agrees that Grantor's ability to receive water from Grantee is subject to payment of all fees and charges due to Grantee under its tariff for such service.

ENTIRE AGREEMENT:

This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representation or modification concerning this instrument shall be of no force and effect except for any subsequent modification in writing, signed by the party to be charged.

BINDING EFFECT:

This Agreement shall bind and inure to the benefit of the respective parties hereto, their heirs, legal representatives, successors and assigns.

ASSIGNABILITY:

This Easement and the rights of Grantee hereunder may be assigned in whole or in part by Grantee.

In witness whereof, this instrument is executed this 17 day of January, 2022.

[signature pages follow]

GRANTOR:

By: 
JOSEPH LEONARD BUCKLER


Acknowledgment

STATE OF TEXAS

COUNTY OF Williamson

This instrument is acknowledged before me on the 17th day of January, 2022,
by Joseph Leonard Buckler, in the capacity and for the purposes and consideration recited herein.




Notary Public, State of Texas
Printed Name: DEBORAH EVERETT
My Commission Expires: 10-26-2025

GRANTOR:

By: Amanda A Buckler

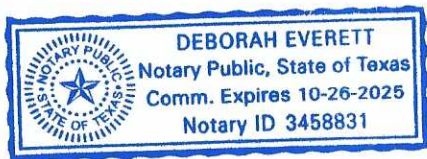
Name: 1-17-2022

Acknowledgment

STATE OF TEXAS

COUNTY OF Williamson

This instrument is acknowledged before me on the 17th day of January, 2022, by Amanda Buckler, in the capacity and for the purposes and consideration recited herein.



Deborah Everett
Notary Public, State of Texas
Printed Name: DEBORAH EVERETT
My Commission Expires: 10-26-2025

EXHIBIT "A"

Page 1 of 2
Proj No. 22009
January 7, 2022

Parcel 30-WE
3026 Sq Ft Easement
John McQueen Survey
Abstract No. 426
Williamson County, Texas

PARCEL 30 EASEMENT

DESCRIPTION OF A 3026 SQUARE FOOT TRACT OF LAND LOCATED IN THE JOHN MCQUEEN SURVEY, ABSTRACT 426, WILLIAMSON COUNTY, TEXAS, BEING OUT OF THAT CERTAIN CALLED 6.621 ACRE TRACT OF LAND CONVEYED TO JOSEPH LEONARD BUCKLER BY SPECIAL WARRANTY DEED OF RECORD IN DOCUMENT NUMBER 2020019342, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 6.621 ACRE TRACT OF LAND BEING DESCRIBED AS THE REMAINDER OF A CALLED 8.67 ACRE TRACT OF LAND DESCRIBED IN DOCUMENT NO. 2005058454, SAID OFFICIAL PUBLIC RECORDS, SAID 3772 SQUARE FOOT TRACT OF LAND BEING SURVEYED ON THE GROUND IN OCTOBER 2016 TO OCTOBER 2020, UNDER THE DIRECT SUPERVISION OF MIGUEL A. ESCOBAR, LSLs, RPLS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a 1/2 inch iron rod with cap stamped "STEGER BIZZELL" previously set in the south right-of-way line of County Road 105 Spur, a variable width roadway, no dedication found to date, same line being the north line of said 6.621 acre tract of land and same line being the north line of said 8.67 acre tract of land, for the northwest corner of that certain called 2.049 acre tract of land conveyed to Williamson County by Deed of record in Document No. 2019114083, of said Official Public Records, for the northwest corner of the herein described tract;

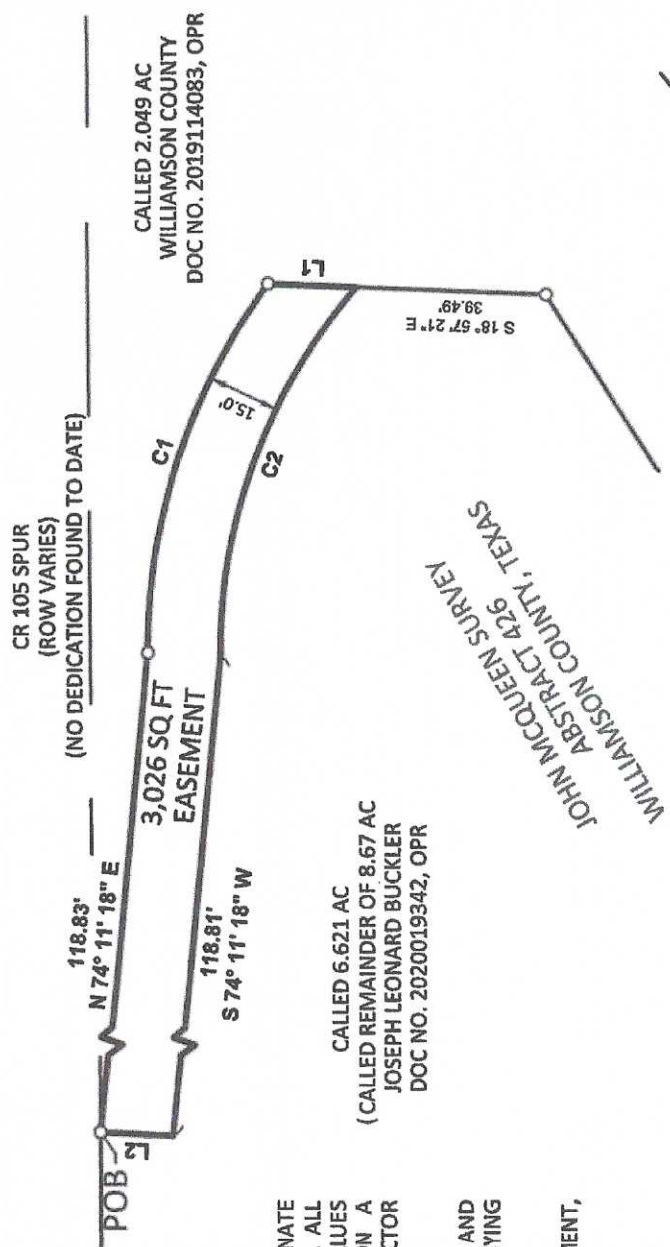
THENCE, with the west line of said 2.049 acre tract, over and across said 8.67 acre tract, the following three (3) courses and distances:

1. **North 74°11'18" East**, a distance of **118.83 feet**, to a 1/2 inch iron rod with cap stamped "STEGER BIZZELL" previously set;
2. with a non-tangent curve to the right an arc distance of 82.15 feet, having a radius of 130.00 feet, a central angle of 036°12'17", and a **chord that bears North 86°48'36" East**, a **chord distance of 80.79 feet**, to a 1/2 inch iron rod with cap stamped "STEGER BIZZELL" or "RPLS 5784" previously set for the northeast corner of the herein described tract;
3. **South 18°57'21" East**, a distance of **18.63 feet**, to a 1/2 inch iron rod with cap stamped "STEGER BIZZELL" or "RPLS 5784" previously set for the southeast corner of the herein described tract, from which point a 1/2 inch iron rod with cap stamped "STEGER BIZZELL" or "RPLS 5784" previously set for an angle point of said 8.67 acre tract bears South 18°57'21" East a distance of 39.49 feet;

Mak
1/7/2022

STEGER BIZZELL

1978 S. Austin Ave
Georgetown, TX 78626



- NOTES:**
- BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (NAD_83 (2011)). ALL DISTANCES SHOWN HEREON ARE SURFACE VALUES REPRESENTED IN U.S. SURVEY FEET BASED ON A GRID-TO-SURFACE COMBINED ADJUSTMENT FACTOR OF 1.00013.
 - REFERENCE IS HEREON MADE TO THE METES AND BOUNDS DESCRIPTION OF THIS TRACT ACCOMPANYING THIS SKETCH.
 - THE SUBJECT TRACT SHOWN HEREON IS AN EASEMENT, MONUMENTS WERE NOT SET FOR CORNERS.

Curve Table

Curve #	Length	Radius	Delta	Bearing	Chord
C1	82.15'	130.00'	036°12'17"	N 86°48'36" E	80.79'
C2	83.76'	115.00'	041°43'54"	S 89°13'36" W	81.92'

Line Table

Line #	Direction	Length
L1	S 18°57'21" E	18.63'
L2	N 18°42'51" W	15.02'

THIS IS TO CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND IN OCTOBER 2016 TO OCTOBER 2020, BY ME OR UNDER MY SUPERVISION, THAT THIS SURVEY PLAT REPRESENTS THE FACTS FOUND AT THE TIME OF THE SURVEY.

STEGER BIZZELL

 1/7/2022
 MIGUEL A. ESCOBAR, L.S.L.S., R.P.L.S.
 TEXAS REG. NO. 5630



- LEGEND**
- IRON ROD FOUND (1/2" OR AS NOTED)
 - ROW
 - OPR OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
 - PR PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
 - POB POINT OF BEGINNING
 - POC POINT OF COMMENCING
 - 1/2" IRON ROD WITH CAP STAMPED "RPLS 5784" OR "STEGER BIZZELL" PREVIOUSLY SET

PARCEL 30-WE
 SKETCH TO ACCOMPANY DESCRIPTION
 OF A 3026 SQ. FT. EASEMENT
 OUT OF A CALLED 6.621 ACRE TRACT
 OUT OF THE JOHN MCQUEEN SURVEY, A-426
 WILLIAMSON COUNTY, TEXAS

STEGER BIZZELL

ADDRESS: 1978 S. AUSTIN AVENUE GEORGETOWN, TX 78626
 PHONE: 512.930.9412 TEXAS REGISTERED ENGINEERING FIRM F-181 USE STEGERBIZZELL.COM
 SERVICES: >>ENGINEERS >>PLANNERS >>SURVEYORS

DATE 01-04-2022 JOB NO. 22009