

Sheets & Crossfield, PLLC

ATTORNEYS AT LAW

309 East Main Street • Round Rock, TX 78664-5246

Phone 512-738-8725 (D) • fax 512-255-8986

don@scrllaw.com

July 26, 2023

Duke Brad Williams
4342 FM 3509
Burnet, Texas 78611-5021

Re: Hero Way
Project Parcel
No. 309D

Dear Mr. Williams:

Please allow this letter to set out my understanding regarding our Agreement for the acquisition of a permanent drainage easement interest to Williamson County, Texas ("County") in and across portions of the property owned by Duke Brad Williams ("Owner") as part of the County's proposed Hero Way/RM2243 improvements ("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 drainage easement ("Easement") in and to approximately 0.146 acre of land identified in Exhibit "A", such rights to be granted free and clear of any monetary liens and encumbrances in the form as set out in Exhibit "A" attached hereto and incorporated herein, County shall pay Owner the sum of \$122,914.00 in cash or other good funds ("Purchase Price").

2. If requested by County, the Closing and completion of this transaction shall take place at Texas National Title Company ("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 in completion of this transaction. County shall be responsible for all 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 with any curative measures or mortgage lien joinder, consent or subordination required as a condition of the Closing.

Upon completion of (1) the full execution of this Agreement by all parties, and (2) acknowledgment by the Title Company of delivery by County of the full Purchase Price to the Title Company, Purchaser, its agents and contractors shall be permitted at any time after October 1, 2023 to enter and possess the Property prior to Closing for the purpose of completing any and all necessary construction activities associated with the proposed improvement construction project of County.

To the extent allowed by law County, its agents and contractors agree to release, indemnify, and otherwise hold Owner harmless from any damages or other losses to owner or any third party resulting from any acts or omissions performed under the limited right of possession herein. The parties further agree to continue to use diligence in assisting with any title curative or lienholder consent measures required by the Agreement to expeditiously complete the Closing of the purchase transaction.

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 and return it to me, and we will have this approved and signed by the County and process this for payment and Closing as quickly as possible.

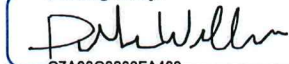
Please feel free to contact me at any time if you have any questions or concerns about these issues.

Very truly yours,

Don Childs
Sheets & Crossfield, PLLC

[signature pages follow]

AGREED:

DocuSigned by:

C7A88C0260FA460...
Duke Brad Williams

Date: 7/27/2023

ACCEPTED AND AGREED:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

Date: _____

EXHIBIT “A” FORM OF EASEMENT FOLLOWS

DRAINAGE EASEMENT

Hero Way

THE STATE OF TEXAS

1

1

KNOW ALL BY THESE PRESENTS:

COUNTY OF WILLIAMSON

1

That **DUKE BRAD WILLIAMS**, a single person, their successors and assigns, hereinafter referred to as Grantor (whether one or more), for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars cash in hand paid and other good and valuable consideration paid to Grantor by **WILLIAMSON COUNTY, TEXAS**, its agents and assigns, hereinafter referred to as Grantee, receipt of which consideration is hereby acknowledged, has GRANTED, SOLD and CONVEYED, and by these premises does hereby GRANT, SELL and CONVEY unto Grantee a perpetual easement interest in, on, over, upon, above and across the following property ("Property"):

All of that certain 0.146 acre tract of land out of the Elijah D. Harmon Survey, Abstract No. 6, Williamson County, Texas; said Property more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein (**Parcel 309D**).

The perpetual easement, rights and privileges herein granted shall be used for the purposes of opening, constructing and maintaining a permanent drainage way and/or channel, along with any grading which may be necessary to facilitate the proper drainage of the adjacent property and roadway facilities, in, along, upon and across said premises described in Exhibit "A" together with the right and privilege at all times of the Grantee herein, its agents, employees and representatives of ingress and egress to and from said premises for the purpose of making any improvements, modifications or repairs which Grantee deems necessary.

The perpetual easement, right-of-way, rights and privileges herein granted shall also encompass the right of Grantee to trim, cut, fell and remove therefrom all trees, underbrush, vegetation, and obstructions, structures or obstacles within the limits of the Property, but only such as necessary to carry out the purposes of the easement; reserving to the landowners and their heirs and assigns, however, all such rights and privileges as may be used without interfering with or abridging the rights and purposes of the Easement herein acquired by Grantee.

To the extent allowed by law, Grantee shall indemnify Grantor against any loss and damage which shall be caused by the exercise of the rights of ingress and egress or by any wrongful or negligent act or omission of Grantee's agents or employees in the course of their employment. Grantee shall be responsible for the correction of, or compensation for, any damage to Grantor's property which is the result of actions outside the granted purposes of this easement.

TO HAVE AND TO HOLD the same, in perpetuity, in and to Grantee, and its successors and assigns, together with all and singular all usual and customary rights thereto in anywise belonging, and together with the right and privilege at any and all times to enter said premises, or any part thereof, for the purpose of constructing or maintaining said drainage way and for making connections therewith.

And Grantor does hereby bind his heirs, executors, administrators and assigns to WARRANT AND FOREVER DEFEND, all and singular, the said premises unto Williamson County, Texas, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This grant is subject to any 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. The perpetual easement, right-of-way, rights and privileges granted herein are non-exclusive, however Grantor covenants not to convey any other easement or conflicting rights within the premises covered by this grant that interfere with the purpose or function of any improvements or modifications placed thereon, or the maintenance of the surface of the Property for the conveyance of stormwater drainage, without the express written consent of Grantee, which consent shall not be unreasonably withheld.

EXECUTED on this the ____ day of _____, 2023.

[signature page follows]

GRANTOR:

DocuSigned by:

 C7A80C0260FA460
 Duke Brad Williams

ACKNOWLEDGMENT

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the ____ day of _____, 2023 by Duke Brad Williams, in the capacity and for the purposes and consideration recited herein.

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, PLLC
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:

Williamson County, Texas
Attn: County Auditor
710 Main Street, Suite 101
Georgetown, Texas 78626

AFTER RECORDING RETURN TO:

Hero Way—Parcel 309

JOINDER AND CONSENT OF LIENHOLDER TO DRAINAGE EASEMENT

FROST BANK, as the current holder and beneficiary under a Deed of Trust executed by Duke Brad Williams to Dan J. Guarino, Trustee, recorded in Document No. 2017105775 (the “Grantor Security Document”) of the Official Records of Williamson County, Texas that creates liens, security interests and other rights and powers that encumber all or parts of the property described in Exhibit “A” (“Grantor Liens”), executes this Drainage 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.

FROST BANK

By: _____

Name: _____

Title: _____

ACKNOWLEDGEMENT

THE STATE OF TEXAS

COUNTY OF _____

This instrument was acknowledged before me on _____, 2023, by _____, the _____ of Frost Bank, 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 Texas

EXHIBIT A

County: Williamson
Parcel: 309D
Highway: FM 2243

METES & BOUNDS DESCRIPTION FOR EASEMENT PARCEL 309D

METES & BOUNDS DESCRIPTION FOR A 0.146 ACRE TRACT OF LAND OUT OF THE ELIJAH D. HARMON SURVEY, ABSTRACT NO. 6, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF LOT 1 OF D & W SUBDIVISION, A SUBDIVISION AS RECORDED IN DOCUMENT NUMBER 2018053338 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AS CONVEYED TO DUKE BRAD WILLIAMS BY GENERAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2017092068 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.146 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND SHOWN ON THE ATTACHED SKETCH:

COMMENCING for POINT OF REFERENCE at a 1/2-inch iron rod found on the south right-of-way line of Hero Way (width varies) as dedicated by Document Number 2009087880 of the Official Public Records of Williamson County, Texas, at the northwest corner of the above described Lot 1, and at the northeast corner of a called 1.469 acre tract of land as conveyed to Ant Savings Corp by Texas Special (Limited) Warranty Deed recorded in Document Number 2022089162 of the Official Public Records of Travis County, Texas, and described in Document Number 2019006980 of the Official Public Records of Williamson County, Texas, from which a 1/2-inch iron rod found on the south right-of-way line of said Hero Way and the north line of said Ant Savings Tract, bears S 68°54'41" W a distance of 149.64 feet; Thence, with the south right-of-way line of said Hero Way and the north line of said Lot 1, N 68°51'29" E a distance of 40.74 feet to a calculated point (NAD-83, Central Zone Grid Coordinates: N: 10,186,460.62, E: 3,082,340.73) for the northwest corner and **POINT OF BEGINNING** of the herein described tract, 288.96 feet right of FM 2243 baseline station 109+14.38;

THENCE, continuing with the south right-of-way line of said Hero Way and the north line of said Lot 1, N 68°51'29" E a distance of 72.33 feet to a calculated point for the northeast corner of the herein described tract, 288.71 feet right of FM 2243 baseline station 109+86.72;

THENCE, departing the south right-of-way line of said Hero Way, over and across said Lot 1, S 19°58'49" E a distance of 87.80 feet to a calculated point for the southeast corner of the herein described tract;

THENCE, continuing over and across said Lot 1, S 68°41'10" W a distance of 72.34 feet to a calculated point for the southwest corner of the herein described tract;

THENCE, continuing over and across said Lot 1, N 19°58'49" W a distance of 88.01 feet to the **POINT OF BEGINNING** and containing 0.146 acre (6,357 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

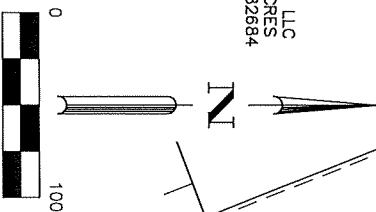


10/04/2022

Date

Client: Williamson County
Date: October 4, 2022
Project Number: 7473-00

P.L.M. A.M.C.
#



EASEMENT
PARCEL 309D
0.146 ACRE
6,357 SQUARE FEET
**A PORTION OF LOT 1,
D & W SUBDIVISION
DUKE BRAD WILLIAMS
COKE, NOS. 201805338 &
2017092068 O.P.R.W.C.**

DUKE BRAD WILLIAMS
CALLED 3.051 ACRES
OC. NO. 2017092068 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

PARCEL PLAT SHOWING
EASEMENT PARCEL 309D
0.146 ACRE

WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	10/04/2022	3 of 4

LEGEND

B.	BOLLARD
BLDG.	BUILDING
B.W.F.	BARBED WIRE FENCE
C.L.F.	CHAIN LINK FENCE
CMP	CORRUGATED METAL PIPE
C.O.	CLEAN OUT
CONC.	CONCRETE
C.R.S.	CATHODIC READING STATION
DOC.	DOCUMENT
D.R.W.C.	DEED RECORDS OF WILLIAMSON COUNTY
ELEC.	ELECTRIC
ESMT.	EASEMENT
F.H.	FIRE HYDRANT
F.O.M.	FIBER OPTIC MARKER
G.P.	GATE POST
G.R.	GUARD RAIL
NO.	NUMBER
NOS.	NUMBERS
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
PG.	PAGE
P.L.M.	PIPELINE MARKER
P.O.B.	POINT OF BEGINNING
P.O.R.	POINT OF REFERENCE
P.P.	POWER POLE
P.R.W.C.	PLAT RECORDS OF WILLIAMSON COUNTY
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.S.	STOP SIGN
S.V.	SPRINKLER VALVE
TEL.	TELEPHONE
TRANS.	TRANSFORMER
U.C.M.	UNDERGROUND CABLE MARKER
VOL.	VOLUME
W.M.	WATER METER
W.V.	WATER VALVE
()	RECORD INFO. FOR DOC. NO. 2018053338 O.P.R.W.C.
[]	RECORD INFO. FOR DOC. NO. 2019006980 O.P.R.W.C.
●	FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
△	CALCULATED POINT
x	WIRE FENCE
○	CHAIN LINK FENCE
—DHT—	OVERHEAD TELEPHONE
—DHP—	OVERHEAD POWER
///	EDGE OF ASPHALT

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N 68°51'29" E	40.74'
L2	N 68°51'29" E	72.33'
L3	S 19°58'49" E	87.80'
L4	S 68°41'10" W	72.34'
L5	N 19°58'49" W	88.01'

GENERAL NOTES:

1. BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83. DISTANCES SHOWN HEREON ARE IN SURFACE AND CAN BE CONVERTED TO GRID BY DIVIDING BY THE COMBINED SCALE FACTOR = 1.00012
2. A METES AND BOUNDS DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS SKETCH.



BGE, Inc.
101 West Louis Henna Blvd, Suite 400, Austin, TX 78728
Tel: 512-879-0400 • www.bgeinc.com
TBP/LIS Licensed Surveying Firm No. 10106502

Copyright 2022

PARCEL PLAT SHOWING
EASEMENT PARCEL 309D

0.146 ACRE

FM 2243

WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	10/04/2022	4 of 4