

**AGREEMENT REGARDING OPTION TO PURCHASE WATERLINE EASEMENT**

CR 111 Right of Way—Parcel 30

As additional consideration and Agreement in connection with that certain Real Estate Contract between the parties executed effective on or about \_\_\_\_\_, 2018, this AGREEMENT REGARDING OPTION TO PURCHASE WATERLINE EASEMENT ("Agreement") is made by and between JESSICA NICOL BUCKLER and JOSEPH LEONARD BUCKLER ("Seller"), and WILLIAMSON COUNTY, TEXAS ("Purchaser").

The terms of this Agreement are as follows:

1.01. As an agreement and obligation which shall survive the Closing of that certain Real Estate Contract between the parties, Purchaser shall have the additional option (the "Option") at its sole discretion to purchase a waterline easement interest in and across the following Property of Seller:

All of that certain 0.095 acre (4,138 Sq. Ft.) tract of land in the J. McQueen Survey, Abstract No. 426, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 30-WE**)

for the consideration and terms as set forth in this Agreement.

1.02. The Purchase Price for the Easement described herein shall be EIGHT HUNDRED FIFTY and no/100 Dollars (\$850.00).

1.03. The Option to purchase this easement shall continue until the expiration of two (2) years after the Effective Date of this Agreement (the "Option Period"). The Effective Date shall be the date of the last execution by any party. Purchaser shall have the right to extend the Option Period for an additional period of two years by providing written notice to Seller, and if such extension is exercised the Purchase Price for the easement shall be increased by 15%.

1.04. The parties shall record a Memorandum of Option at the Closing of the fee simple Property transaction contemplated in the Contract described above. The form of the Memorandum of Option shall be as shown in Exhibit "B" attached hereto and incorporated herein. The Option shall be a covenant running with the land, and shall bind Seller's heirs, agents, successors and assigns.

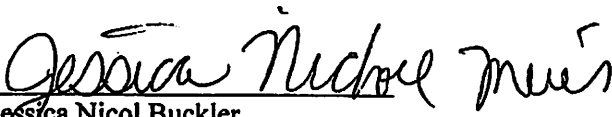
1.05. The Closing for completion of any Easement purchase transaction under this Agreement shall take place within 30 days after Buyer's notice in writing to Seller of its intent to exercise the Option identified herein.


1.06. The form of the Easement to be granted under this Agreement shall be as shown in Exhibit "C" attached hereto and incorporated herein, or as otherwise agreed to between the parties.

1.07. This Agreement may be executed in any number of counterparts, which may together constitute the Agreement. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Agreement.

**SELLER:**

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

  
\_\_\_\_\_  
Jessica Nicol Buckler

  
\_\_\_\_\_  
Joseph Leonard Buckler

**PURCHASER:**

Executed this 25<sup>th</sup> day of Sept., 2018.

WILLIAMSON COUNTY, TEXAS

By:   
\_\_\_\_\_  
Dan A. Gattis, County Judge

**EXHIBIT A**

**County:** Williamson  
**Parcel:** 30E  
**Highway:** County Road 111 (Westinghouse Road)

**PROPERTY DESCRIPTION FOR PARCEL 30E**

BEING a 0.095 of one acre parcel (4,138 Square Feet) of land, situated in the J. McQueen Survey, Abstract No. 426, in Williamson County, Texas, being a portion of a called 8.67 acre tract of land described in a Warranty Deed with Vendor's Lien to Robert D. Buckler, recorded in Document No. 2005058454 of the Official Public Records of Williamson County, Texas. Said 0.095 of one acre parcel (4,138 Square Feet) being more particularly described by metes and bounds as follows:

**COMMENCING** at a 1/2-inch iron rebar found (Surface Coordinates = N: 10196874.04, E: 3153708.27) for the Northeast corner of said 8.67 acre tract and being at the intersection of the existing Southerly right-of-way line of County Road No. 105 Spur with the existing Northwesterly right-of-way line of County Road No. 105, said 1/2-inch iron rebar found being 45.48 feet left of and at a right angle to proposed Engineers Centerline Station 182+30.70, from which a 1/2-inch iron rebar found for a Point of Tangency in the East line of said 8.67 acre tract and said existing Northwesterly right-of-way line of County Road No. 105, bears along the arc of a curve to the left having a radius of 840.00 feet, an arc length of 262.86 feet, a delta angle of 17°55'47", and a chord which bears South 36°04'16" West a distance of 261.79 feet;

THENCE South 68°22'59" West along the Northwest line of said 8.67 acre tract and said existing Southerly right-of-way line of County Road No. 105 Spur, a distance of 435.09 feet to a 1/2-inch iron rebar with cap stamped "RPLS 5784" set for the **POINT OF BEGINNING** (Surface Coordinates = N: 10196713.76, E: 3153303.78) of the herein described tract, said 1/2-inch iron rebar with cap set being 253.11 feet left of and at a right angle to proposed Engineers Centerline Station 178+81.48;

THENCE departing said existing Southerly right-of-way line of County Road No. 105 Spur, over and across said 8.67 acre tract, the following five (5) courses and distances:

1. **North 74°11'18" East** a distance of **118.83** feet to a 1/2-inch iron rebar with cap stamped "RPLS 5784" set for a Point of Curvature of a curve to the right; and
2. Northeasterly along the arc of said curve to the right having a radius of **130.00** feet, an arc length of **82.15** feet, a delta angle of **36°12'17"**, and a chord which bears **North 86°48'36" East** a distance of **80.79** feet to a 1/2-inch iron rebar with cap stamped "RPLS 5784" set;
3. **South 18°57'21" East** a distance of **18.63** feet to the Southeast corner of the herein described tract, from which a 1/2-inch iron rebar with cap stamped "RPLS 5784" set, bears **South 18°57'21" East** a distance of 39.49 feet;

4. Southwesterly along the arc of a curve to the left having a radius of **115.00** feet, an arc length of **83.76** feet, a delta angle of **41°43'54"**, and a chord which bears **South 89°13'36" West** a distance of **81.92** feet to a Point of Tangency; and
5. **South 74°11'18" West** a distance of **267.11** feet to the West corner of the herein described tract, being in said Northwest line of the 8.67 acre tract and said existing Southerly right-of-way line of County Road No. 105 Spur;

THENCE **North 68°22'59" East** a distance of **148.30** feet to the **POINT OF BEGINNING** and containing 0.095 of one acre (4,138 Square Feet) of land more or less.

All bearings and coordinates shown hereon are based on the Texas State Plane Coordinate System, Central Zone, NAD83 (2011 Adjustment), referenced to the Leica Smartnet Network. Coordinates and distances shown hereon are surface values represented in U.S. Survey Feet. The project grid-to-surface combined adjustment factor is 1.00013.

This property description is accompanied by a separate plat of even date.

Surveyed on the ground this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**PRELIMINARY – FOR REVIEW, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT.**

Travis S. Tabor, RPLS No. 6428  
Steger & Bizzell Engineering, Inc.  
1978 South Austin Avenue  
Georgetown, Texas 78626  
(512) 930-9412  
TBPLS Firm No. 10003700

P:\22000-22999\22009 Wilco CR111 Route Study\Parcel Descriptions\Legal Description for Parcel 30E.docx

PLAT TO ACCOMPANY PARCEL DESCRIPTION

36.63 AC  
RICHARD A. & KAREN T. SILVA  
9724044

P.O.C.  
STA. 182+30.70  
O/S 45.48  
N 10196874.04  
E 3153708.27

STA. 177+82.44  
O/S 342.11 LT

P.O.B.  
STA. 178+81.48  
O/S 253.11  
N 10196713.76  
E 3153303.78

STA. 179+61.97  
O/S 177.93 LT

STA. 180+09.85  
O/S 116.58 LT

CR 105 SPUR

N 68°23'59" E 346.26'  
(N 70°55' E 409.12')

S 68°22'59" W 435.09'

STA. 179+54.24  
O/S 165.63 LT

STA. 180+00.41  
O/S 100.94 LT

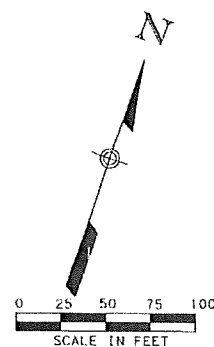
PROPOSED  
UTILITY  
EASEMENT  
0.095 AC  
(4,138 SF)

PROPOSED ROW

8.67 AC  
ROBERT D. BUCKLER  
2005058454

J. MCQUEEN  
ABSTRACT No. 426

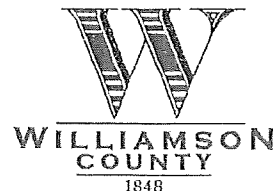
CR 105



PAGE 1 OF 2

STEGE BIZZELL

PARCEL PLAT SHOWING PROPERTY OF:  
ROBERT D. BUCKLER



SCALE:  
1"=100'

PARCEL:  
30E

PROJECT:  
CR 111

COUNTY:  
WILLIAMSON

# PLAT TO ACCOMPANY PARCEL DESCRIPTION

## LEGEND

- TYPE I CONCRETE MONUMENT FOUND
- TYPE II MONUMENT FOUND
- ⊙ 1/2" IRON PIPE FOUND UNLESS NOTED
- 1/2" IRON REBAR SET W/ CAP STAMPED "RPLS 5784"
- 1/2" IRON ROD FOUND UNLESS NOTED
- △ CALCULATED POINT
- ⊕ NAIL FOUND
- ⊕ CENTER LINE
- ( ) RECORD INFORMATION
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- LINE BREAK

CODE	BEARING	DISTANCE
L1	N 68°22'59" E	148.30'
L2	N 74°11'18" E	118.83'
L3	S 18°57'21" E	18.63'
L4	S 74°11'18" W	267.11'
L5	S 18°57'21" E	39.49'

CODE	RADIUS	ARC	CHORD BEARING	CHORD	DELTA
C1	130.00'	82.15'	N 86°48'36" E	80.79'	36°12'17"
C2	115.00'	83.76'	S 89°13'36" W	81.92'	41°43'54"
C3	840.00'	262.86'	S 36°04'16" W	261.79'	17°55'47"

### NOTES:

ALL BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD83 (2011 ADJUSTMENT), REFERENCED TO THE LEICA SMARTNET NETWORK. COORDINATES AND DISTANCES SHOWN HEREON ARE SURFACE VALUES REPRESENTED IN U.S. SURVEY FEET. THE PROJECT GRID-TO-SURFACE COMBINED ADJUSTMENT FACTOR IS 1.00013.



THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT OR POLICY. THERE MAY BE ADDITIONAL EASEMENTS OR RESTRICTIONS, NOT SHOWN HEREON, WHICH MAY AFFECT THE PROPERTY.

I HEREBY CERTIFY THAT THIS SURVEY PLAT IS TRUE AND CORRECT TO THE BEST OF MY BELIEF AND THAT THE PROPERTY SHOWN HEREON WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

PRELIMINARY — FOR REVIEW, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT.

TRAVIS S. TABOR  
REGISTERED PROFESSIONAL LAND SURVEYOR, No. 6428  
STATE OF TEXAS

PAGE 2 OF 2

		PARCEL PLAT SHOWING PROPERTY OF: ROBERT D. BUCKLER			
ADDRESS: 1578 S. AUSTIN AVENUE CITY: GEORGETOWN, TX 78626 PHONE: 512.933.8412 FAX: 512.933.8412 WWW: STEGERBIZZELL.COM		SCALE: 1"=100'	PARCEL: 30E	PROJECT: CR 111	COUNTY: WILLIAMSON
SERVICES: **ENGINEERS **PLANNERS **SURVEYORS		WILLIAMSON COUNTY 1848			

STATE OF TEXAS                   §  
COUNTY OF WILLIAMSON       §

KNOW ALL MEN BY THESE PRESENTS:

EXECUTED by the parties on the date of their respective acknowledgements below to be effective the date of the last of such acknowledgements.

OPTIONORS:

Jessica Nicol Buckler (Meier)  
Jessica Nicol Buckler (Meier)

Date: 8-29-2018

ACKNOWLEDGMENT

STATE OF ~~TEXAS~~ Indiana  
COUNTY OF Johnson

This Instrument was acknowledged before me on August 29 2018, by Jessica Nicol Buckler, in the capacity and for the purposes and consideration recited herein.

[Signature]

[signature]

Notary Public  
My Commission Expires

April 11 2026 [date]





OPTIONORS:

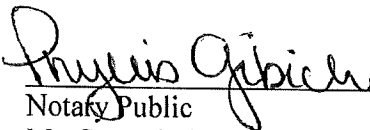
  
Joseph Leonard Buckler

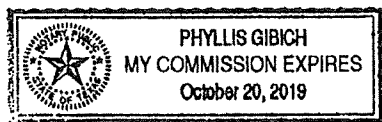
Date: August 27, 2018

ACKNOWLEDGMENT

STATE OF TEXAS  
COUNTY OF Travis


This Instrument was acknowledged before me on August 27, 2018, by Joseph Leonard Buckler, in the capacity and for the purposes and consideration recited herein.

 [signature]  
Notary Public  
My Commission Expires  
10/20/19 [date]  
[notarial seal]



COUNTY:

WILLIAMSON COUNTY, TEXAS

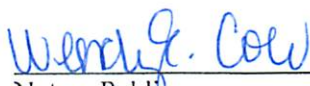
  
By: Dan A. Gattis  
Title: County Judge

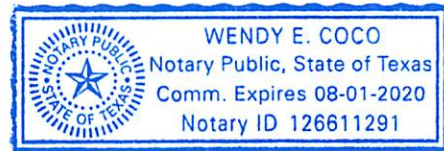
Date: 09-26-2018

ACKNOWLEDGMENT

STATE OF TEXAS  
COUNTY OF WILLIAMSON

This Instrument was acknowledged before me on 9/26 2018, by Williamson County Judge Dan A. Gattis, in the capacity and for the purposes and consideration recited herein.

  
[notarial seal] Notary Public  
My Commission Expires 8/1/20 [date]



AFTER RECORDING, PLEASE RETURN TO:

Sheets & Crossfield, P.C.  
309 East Main St.  
Round Rock, Texas 78664

# EXHIBIT "C"

## WATERLINE EASEMENT

County Road 111—Parcel 30

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

### **GRANT OF EASEMENT:**

JESSICA NICOL BUCKLER and JOSEPH LEONARD BUCKLER ("Grantor"), whether one or more), 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 approximately 0.095 acre (**Parcel 30—WE**), being the property of Grantor which is more particularly described on the sketch which accompanies the metes and bounds in Exhibit "A" attached hereto, located in Williamson County, Texas; and incorporated herein by reference. (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 available from a 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 future 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: \_\_\_\_\_

**WATER SERVICE:**

Grantee and Grantor hereby acknowledge and agree that, 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 29 day of August, 2018.


GRANTOR:

  
Jessica Nicol Buckler

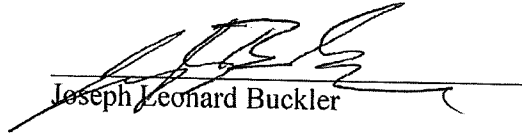
STATE OF ~~TEXAS~~ Indiana

COUNTY OF ~~WILLIAMSON~~ Johnson

This instrument is acknowledged before me on the 29 day of August, 2018, by Jessica Nicol Buckler, in the capacity and for the purposes and consideration recited herein.

  
Notary Public, State of ~~Texas~~ Indiana  
Printed Name: Alexis Thompson  
My Commission Expires: April 11 2026

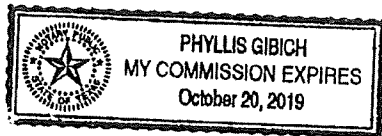
GRANTOR:

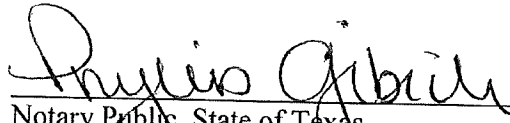
  
Joseph Leonard Buckler

STATE OF TEXAS

COUNTY OF WILLIAMSON

This instrument is acknowledged before me on the 27 day of August, 2018,  
by Joseph Leonard Buckler, in the capacity and for the purposes and consideration recited herein.



  
Notary Public, State of Texas  
Printed Name: Phyllis Gibich  
My Commission Expires: 10/20/19