

AGREEMENT REGARDING OPTION TO PURCHASE WATERLINE EASEMENT

CR 111 Right of Way—Parcel 31

As additional consideration and Agreement in connection with that certain Real Estate Contract between the parties executed effective of even date herewith, this AGREEMENT REGARDING OPTION TO PURCHASE WATERLINE EASEMENT ("Agreement") is made by and between the MARTA C. AVERY EXEMPT TRUST ("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 0.180 acre (7,821 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 31-WE**)

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

1.02. The Purchase Price for the Easement described herein shall be THREE THOUSAND and no/100 Dollars (\$3,000.00).

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 20%.

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 25 day of November, 2019.

MARTA C. AVERY EXEMPT TRUST

By: Marta C. Avery
Marta C. Avery, Trustee

PURCHASER:

Executed this 10th day of December, 2019.

WILLIAMSON COUNTY, TEXAS

By: Bill Gravell
Bill Gravell, Jr., County Judge

EXHIBIT A

County: Williamson
Parcel: 31E
Highway: County Road 111 (Westinghouse Road)

PROPERTY DESCRIPTION FOR PARCEL 31E

BEING a 0.180 of one acre parcel (7,821 Square Feet) of land, situated in the J. McQueen Survey, Abstract No. 426, in Williamson County, Texas, being a portion of a called 69.55 acre tract of land described in a Warranty Deed with Vendor's Lien to Charles N. Avery, III, Trustee, recorded in Document No. 2006032116 of the Official Public Records of Williamson County, Texas. Said 0.180 of one acre parcel (7,821 Square Feet) being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2-inch iron rebar found (Surface Coordinates = N: 10196297.20, E: 3153457.40) for the Northwest corner of said 69.55 acre tract and the Northeast corner of a called 50.441 acre tract of land described in a Warranty Deed to The Ranches at Emerald Meadows, LLC, recorded in Document No. 201544217 of said Official Public Records, also being in the existing Southeasterly right-of-way line of County Road No. 105 (a variable width right-of-way) and a called 2.585 acre tract of land described in a Warranty Deed to Don Wilson, County Judge of Williamson County, recorded in Volume 1649, Page 206 of the Official Records of Williamson County, Texas, said 1/2-inch iron rebar found being 88.08 feet right of and at a right angle to proposed Engineers Centerline Station 176+10.83;

THENCE North 27°02'53 East along the Northwest line of said 69.55 acre tract and said existing Southeasterly right-of-way line of County Road No. 105 and 2.585 acre tract, a distance of 319.76 feet to a 1/2-inch iron rebar with cap stamped "RPLS 5784" set, from which a 1/2-inch iron rebar found for a Point of Curvature in said Northwest line of said 69.55 acre tract and said existing Southeasterly right-of-way line of County Road No. 105 and 2.585 acre tract, bears North 27°02'53 East a distance of 49.41 feet;

THENCE departing said existing Southeasterly right-of-way line of County Road No. 105, over and across said 69.55 acre tract, the following two (2) courses and distances:

1. Northeasterly along the arc of a curve to the right having a radius of 1432.00 feet, an arc length of 58.81 feet, a delta angle of 02°21'11", and a chord which bears North 36°47'13" East a distance of 58.81 feet to the West corner and **POINT OF BEGINNING** (Surface Coordinates = N: 10196629.08, E: 3153638.02) of the herein described tract, said corner being 68.00 feet right of and at a right angle to proposed Engineers Centerline Station 180+00.41; and

2. Northeasterly along the arc of a curve to the right having a radius of **1432.00** feet, an arc length of **525.29** feet, a delta angle of **21°01'03"**, and a chord which bears **North 48°28'20" East** a distance of **522.35** feet to a 1/2-inch iron rebar with cap stamped "RPLS 5784" set in the East line of said 69.55 acre tract and the West line of Lot 1, BELL MEADOWS, SECTION ONE, a subdivision recorded in Cabinet O, Slide 95-97, of the Plat Records of Williamson County, Texas, from which a 1/2-inch iron rebar found for the Northwest corner of said Lot 1, being in said East line of the 69.55 acre tract and said existing Southeasterly right-of-way line of County Road No. 105, bears North 22°31'47 West a distance of 8.06 feet;

THENCE **South 22°31'47 East** along said East line of the 69.55 acre tract and said West line of Lot 1, a distance of **15.17** feet to the Southeast corner of the herein described tract;

THENCE over and across said 69.55 acre tract, the following two (2) courses and distances:

1. Southwesterly along the arc of a curve to the left having a radius of **1,417.00** feet, an arc length of **517.55** feet, a delta angle of **20°55'37"**, and a chord which bears **South 48°25'37" West** a distance of **514.68** feet to the Southwest corner of the herein described tract; and
2. **North 52°02'11" West** a distance of **15.00** feet to the **POINT OF BEGINNING** and containing 0.180 of one acre (7,821 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

36.63 AC
RICHARD A. & KAREN T. SILVA
9724044

2.87 AC
WALLACE DANIEL, JR.
2314/532

6.60 AC
ROBERT R. & DEANNA R. THOMPSON
9955611
REMAINDER OF 30.00 AC
WALLACE DANIEL, JR.
2369/611

CR 105 SPUR

CR 105

P.O.B.
STA. 180+00.41
O/S 68.00 RT
N 10196629.08
E 3153638.02

EXISTING ROW
PROPOSED ROW

STA. 180+00.41
O/S 83.00 RT

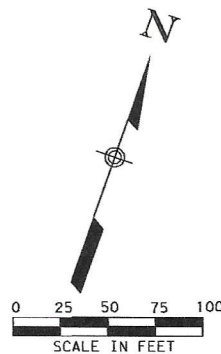
STA. 179+38.81
O/S 68.00 RT

2.585 AC
DON WILSON, COUNTY JUDGE OF
WILLIAMSON COUNTY
AND HIS SUCCESSORS IN OFFICE
1649/206

P.O.C.
STA. 176+10.83
O/S 88.08 RT
N 10196297.20
E 3153457.40

69.55 AC
CHARLES N. AVERY III, TRUSTEE
2006032116

PROPOSED
UTILITY
EASEMENT
0.180 AC
(7,821 SF)



EXISTING ROW
185+00
L4
STA. 185+50.65
O/S 68.00 RT
STA. 185+48.28
O/S 83.00 RT
1
(S 19°30'07" E 190.85' ALL)

BELM MEADOWS
SECTION 01/95

STEGE BIZZELL

ADDRESS 1978 S. AUSTIN AVENUE GEORGETOWN, TX 78626
PHONE 512.930.9412 FAX 512.930.9412
SERVICES >>>ENGINEERS >>>PLANNERS >>>SURVEYORS

PARCEL PLAT SHOWING PROPERTY OF:

CHARLES N. AVERY III, TRUSTEE

SCALE:
1"=100'

PARCEL:
31E

PROJECT:
CR 111

COUNTY:
WILLIAMSON



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 27°02'53" E	319.76'
(L1)	N 29°31'56" E	371.29'
L2	S 22°31'47" E	15.17'
L3	N 52°02'11" W	15.00'
L4	N 22°31'47" W	8.06'
L5	N 27°02'53" E	49.41'

CODE	RADIUS	ARC	CHORD BEARING	CHORD	DELTA
C1	1,432.00'	58.81'	N 36°47'13" E	58.81'	02°21'11"
C2	1,432.00'	525.29'	N 48°28'20" E	522.35'	21°01'03"
C3	1,417.00'	517.55'	S 48°25'37" W	514.68'	20°55'37"

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

STEGER BIZZELL

ADDRESS 1978 S. AUSTIN AVENUE GEORGETOWN, TX 77626
PHONE 512.930.9412 FAX 512.930.9413
SERVICES >>ENGINEERS >>PLANNERS >>SURVEYORS

PARCEL PLAT SHOWING PROPERTY OF:

CHARLES N. AVERY III, TRUSTEE

SCALE:
1"=100'PARCEL:
31EPROJECT:
CR 111COUNTY:
WILLIAMSON

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

OPTIONORS:

MARTA C. AVERY EXEMPT TRUST

By: Marta C. Avery
Marta C. Avery, Trustee

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF _____

This Instrument was acknowledged before me on _____ 2019, by Marta C. Avery, in the capacity and for the purposes and consideration recited herein.

See Attached [signature]

Notary Public

My Commission Expires

_____ [date]

[notarial seal]

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

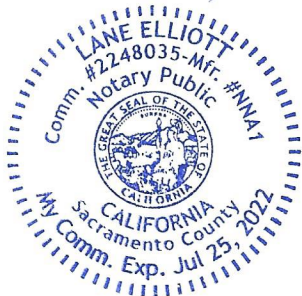
State of California

County of Sacramento }

On Nov. 25th, 2019 before me, Lane Elliott, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Marta C. Avery
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal and/or Stamp Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

COUNTY:

WILLIAMSON COUNTY, TEXAS

By: Bill Gravell, Jr.
Title: County Judge

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF WILLIAMSON

This Instrument was acknowledged before me on _____ 2019, by Williamson County Judge Bill Gravell, Jr., in the capacity and for the purposes and consideration recited herein.

[*notarial seal*] _____ [*signature*]
Notary Public
My Commission Expires _____ [*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 31

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

GRANT OF EASEMENT:

MARTA C. AVERY EXEMPT TRUST ("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 0.180 acre (**Parcel 31—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 non-exclusive, however Grantor covenants that Grantor will not convey any other easement or conflicting rights which materially impair Grantor's use of the Easement Tract. Grantor may alter or otherwise use the Easement Tract for such purposes that do not interfere with the exercise by Grantee of the rights herein granted, including specifically the rights to cross the surface with access roads and driveways, and for crossing with other utility facilities at an angle not less than forty five (45) degrees within the Easement Tract, 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 25 day of November 2019.

GRANTOR:

MARTA C. AVERY EXEMPT TRUST

By: Marta C. Avery
Marta C. Avery, Trustee

Acknowledgment

STATE OF TEXAS

COUNTY OF _____

This instrument is acknowledged before me on the ____ day of _____, 2019, by Marta C. Avery, Trustee, in the capacity and for the purposes and consideration recited herein.

See Attached

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

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of

Sacramento

On

Nov. 25th 2019

before me,

Lane Elliott, Notary Public

Date

Here Insert Name and Title of the Officer

personally appeared

Marta C. Avery

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal and/or Stamp Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

[Signature]

Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____