

**AGREEMENT REGARDING OPTION TO PURCHASE WATERLINE EASEMENT**

CR 111 Right of Way—Parcel 32

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 GARY BROWDER, Independent Executor of the Estate of Wallace D. Daniel, Jr., deceased ("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 0.066 acre (2,857 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 32-WE**)

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

1.02. The Purchase Price for the Easement described herein shall be ONE THOUSAND and no/100 Dollars (\$1,000.00).

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 18<sup>th</sup> day of May, 2019.20

Gary Browder, Independent Executor

Gary Browder, Independent Executor of the  
Estate of Wallace C. Daniel, Jr., deceased

**PURCHASER:**

Executed this 2<sup>nd</sup> day of June, 2019.20

WILLIAMSON COUNTY, TEXAS

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

**EXHIBIT A**

**County:** Williamson  
**Parcel:** 32E  
**Highway:** County Road 111 (Westinghouse Road)

**PROPERTY DESCRIPTION FOR PARCEL 32E**

BEING a 0.066 of one acre parcel (2,857 Square Feet) of land, situated in the J. McQueen Survey, Abstract No. 426, in Williamson County, Texas, being a portion of a called 2.87 acre tract of land described in a General Warranty Deed to Wallace Daniel, Jr., recorded in Volume 2314, Page 532 of the Official Records of Williamson County, Texas. Said 0.066 of one acre parcel (2,857 Square Feet) being more particularly described by metes and bounds as follows:

**COMMENCING** at a 1/2-inch iron rebar found (Surface Coordinates = N: 10196934.55, E: 3153714.90) for the Southwest corner of the remainder portion of a called 30.00 acre tract of land described in a Special Warranty Deed with Vendor's Lien to Wallace D. Daniel, Jr., recorded in Volume 2369, Page 611 of said Official Records and the Southeast corner of a called 6.60 acre tract of land described in a General Warranty Deed to Robert R. Thompson and wife, Deanna R. Thompson, recorded in Document No. 1999055611 of the Official Public Records of Williamson County, Texas, also being in the existing Northwesterly right-of-way line of County Road No. 105 Spur (a variable width right-of-way), from which a 1/2-inch iron rebar found for the Southwest corner of said 6.60 acre tract and the Southeast corner of a called 36.63 acre tract of land described in a General Warranty Deed with Vendor's Lien to Richard A. Sliva, et ux, recorded in Document No. 9724044 of said Official Records, also being in said existing Northwesterly right-of-way line of County Road No. 105 Spur, bears South 67°51'28" West a distance of 49.97 feet;

THENCE North 67°34'31" East along the South line of said remainder portion of the 30.00 acre tract and said existing Northwesterly right-of-way line of County Road No. 105 Spur, a distance of 50.69 feet to a Calculated Point not set for the Southwest corner of said 2.87 acre tract and **POINT OF BEGINNING** (Surface Coordinates = N: 10196953.89, E: 3153761.78) of the herein described tract;

THENCE **North 21°31'16" West** departing said existing Northwesterly right-of-way line of County Road No. 105 Spur, along the West line of said 2.87 acre tract and an East line of said remainder portion of the 30.00 acre tract, a distance of **15.00** feet to the Northwest corner of the herein described tract;

THENCE over and across said 2.87 acre tract, the following four (4) courses and distances:

1. **North 68°18'16" East** a distance of **3.45** feet to a Point of Curvature of a curve to the right;

2. Northeasterly along the arc of said curve to the left having a radius of **1583.00** feet, an arc length of **185.53** feet, a delta angle of **06°42'54"**, and a chord which bears **North 53°49'36" East** a distance of **185.42** feet to a Point of Tangency for the Northeast corner of the herein described tract;
3. **South 32°48'57" East** a distance of **15.00** feet to a Point of Curvature of a curve to the left for the Southeast corner of the herein described tract; and
4. Southwesterly along the arc of said curve to the left having a radius of **1568.00** feet, an arc length of **186.11** feet, a delta angle of **06°48'03"**, and a chord which bears **South 53°47'02" West** a distance of **186.00** feet to a 1/2-inch iron rebar with cap stamped "RPLS 5784" set in the South line of said 2.87 acre tract and said existing Northwesterly right-of-way line of County Road No. 105 Spur;

THENCE **South 68°16'30" West** along said South line of the 2.87 acre tract and said existing Northwesterly right-of-way line of County Road No. 105 Spur, a distance of **5.85** feet to the **POINT OF BEGINNING** and containing 0.066 of one acre (2,857 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.

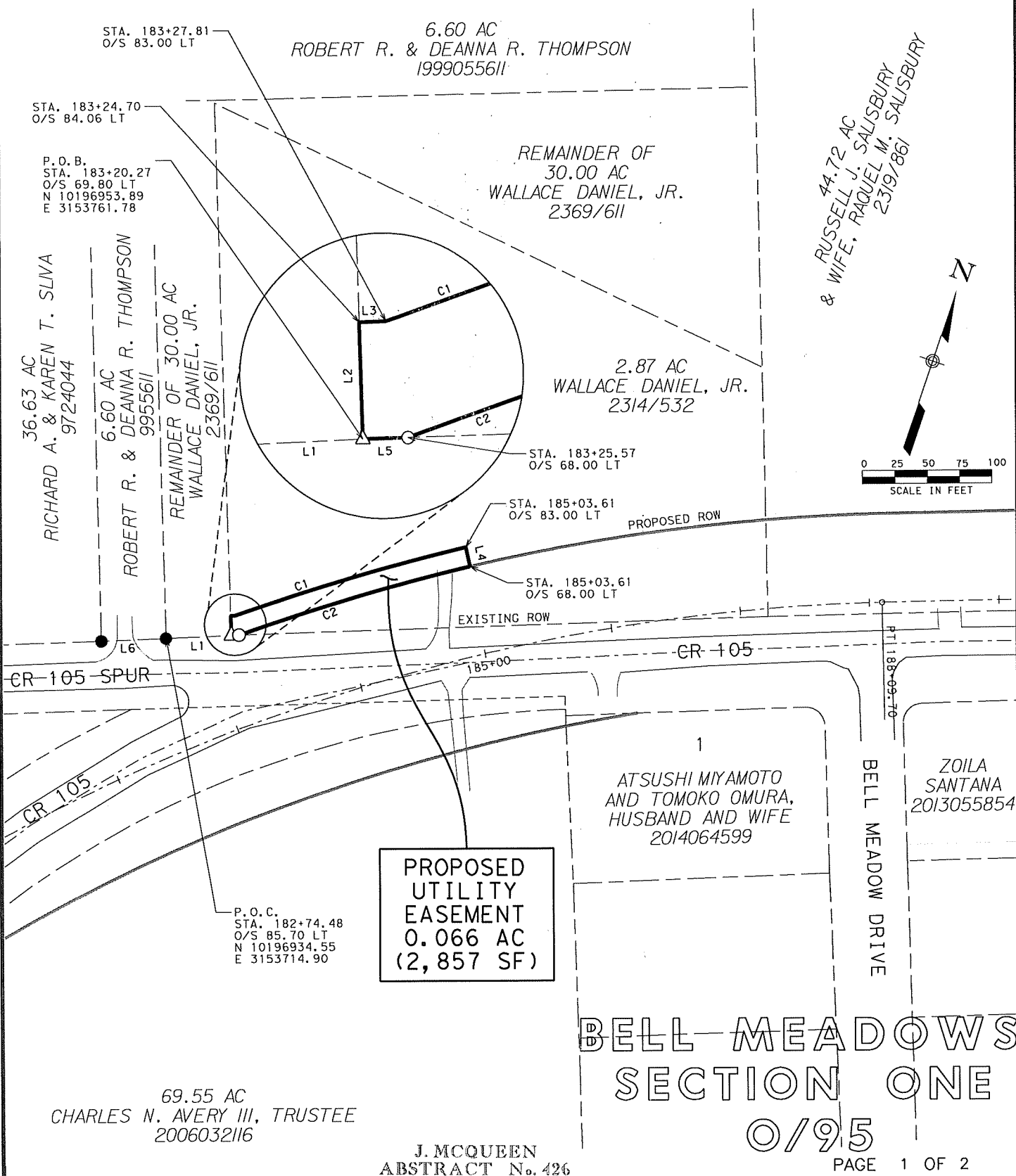
This property description is accompanied by a separate plat of even date.

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

# PLAT TO ACCOMPANY PARCEL DESCRIPTION



STEGE BIZZELL

ADDRESS 1978 S. AUSTIN AVENUE GEORGETOWN, TX 78626  
PHONE 512.930.0412 FAX 512.930.0412  
WWW STEGERBIZZELL.COM

ENGINEERS PLANNERS SURVEYORS

PARCEL PLAT SHOWING PROPERTY OF:  
WALLACE DANIEL, JR.

SCALE:  
1"=100'

PARCEL:  
32E

PROJECT:  
CR 111

COUNTY:  
WILLIAMSON

WILLIAMSON  
COUNTY  
1845

# 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 REBAR 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
- × FENCE CORNER

CODE	BEARING	DISTANCE
L1	N 67°34'31" E	50.69'
L2	N 21°31'16" W	15.00'
L3	N 68°18'16" E	3.45'
L4	S 32°48'57" E	15.00'
L5	S 68°16'30" W	5.85'
L6	S 67°51'28" W	49.97'

CODE	RADIUS	ARC	CHORD BEARING	CHORD	DELTA
C1	1,583.00'	185.53'	N 53°49'36" E	185.42'	06°42'54"
C2	1,568.00'	186.11'	S 53°47'02" W	186.00'	06°48'03"

### 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 78626  
USPS 512.030.9412 TELEPHONE (512) 394.1111 FAX (512) 394.1111  
WWW STEGERBIZZELL.COM  
ENGINEERS PLANNERS SURVEYORS

PARCEL PLAT SHOWING PROPERTY OF:

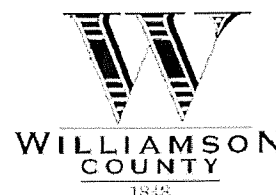
WALLACE DANIEL, JR.

SCALE:  
1"=100'

PARCEL:  
32E

PROJECT:  
CR 111

COUNTY:  
WILLIAMSON



## County Road 111—Parcel 32

STATE OF TEXAS                   §  
  §       KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF WILLIAMSON       §

5. This Memorandum does not alter, amend or modify the Option, but is executed solely for the purpose of giving notice of the existence of the Option and the terms and conditions therein, which Option is incorporated herein by reference for all purposes to the same extent and with the same effect as if set forth herein in full.

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

OPTIONORS:

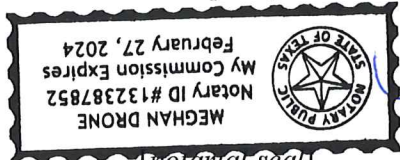
Gary Browder, Independent Executor  
Gary Browder, Independent Executor of the  
Estate of Wallace D. Daniel, Jr., deceased

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF Williamson

This Instrument was acknowledged before me on May 18th <sup>2020</sup> 2019, by Gary Browder, in the capacity and for the purposes and consideration recited herein.



[notarial seal]

[Signature] [signature]

Notary Public


My Commission Expires

5-18-2020 [date]



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 June 2, 2020, 2019, by Williamson County Judge Bill Gravell, Jr., in the capacity and for the purposes and consideration recited herein.



 [signature]  
Notary Public

My Commission Expires  
2/23/2021 [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 32

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

### **GRANT OF EASEMENT:**

GARY BROWDER, Independent Executor of the Estate of Wallace D. Daniel, Jr., deceased ("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 0.050 acre (**Parcel 32—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 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 \_\_\_\_ day of \_\_\_\_\_, 2019.

**GRANTOR:**

\_\_\_\_\_  
Gary Browder, Independent Executor of the  
Estate of Wallace D. Daniel, Jr., deceased

Acknowledgment

STATE OF TEXAS

COUNTY OF \_\_\_\_\_

This instrument is acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2019, by Gary Browder, in the capacity and for the purposes and consideration recited herein.

\_\_\_\_\_  
Notary Public, State of Texas

Printed Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_