PAY ORDER FORM

ΑΥ ΤΟ	Lewis, Gordon Joseph		
ENDOR	7559 7599	FUND	75
OR:			
0#		DATE TO PAY	6.13.27 2
-	DESCRIPTION	GL (if multiple)	AMOUNT
VOICE#	PARCEL 30TE	075-620-557	204
VOICE#			
OICE#			
OICE #			
/OICE #			
OICE			
OICE#			
VOICE # VOICE#			
n an			\$ 204.00
OTE:			14
ounty Judge			
recinct #1		- app	10vedin CRT e-13-22
ecinct #2	l TAA	/	COT
ecinct #3	OWA		0-13-22
ecinct #4	app		
	RRI		
uditor			
	6-13-92		

Auditor Office

JUN 0 9 2022

Received

June 13, 2022

Мемо То:

 Barbara Shurbet, Titus County Auditor Titus County, Texas

SUBJECT:

P00024897 (Parcel 30TE) Acquisition Payment Package FM 1735 From: SH 49 To: 2. Mi. S. of SH 49 County: Titus District: Atlanta ROW CSJ No: 1226-02-025 H.W. Lochner, Inc. Austin 9601 Amberglen Blvd Bldg G, Suite 119 Austin, TX 78729 T 737.704.3080

Houston 9800 Northwest Freeway Suite 516 Houston, TX 77092 T 713.290.0390

Tyler 5767 Eagles Nest Blvd Tyler, TX 75703 T 903.581.7844

hwlochner.com

Parcel 30TE has been successfully negotiated and is hereby submitted for payment. Please find attached the Memorandum of Agreement and Form W-9.

Please prepare a Check in the amount of $\underline{\$204.00}$ and made payable to <u>Gordon Joseph Lewis</u>. Please reference Parcel 30TE – FM 1735 in the Memo.

The payment is for a Temporary Easement (TE) with a 3 year term starting in January 2023. Due to the owner's insistence on not having his spouse to join on the TE document, the owner will be paid directly without having a closing at the title company. The title company would not waive this requirement. I have previously received TxDOT's concurrence to pay the owner directly without a title company closing since the value of the TE is very low (a copy of the email is attached).

If you have any questions or need additional information to process this request, please contact me at (903) 486-3088.

Gary Leuba, SR/WA, R/W-NAC Lochner

Attachments

075-620-557

MEMORANDUM OF AGREEMENT

April 18, 2022

Gordon Joseph Lewis 110 County Road 4705 Mt. Pleasant, TX 75455-8217 County: Titus District: Atlanta Highway No: FM 1735 ROW CSJ No: 1226-02-025 Federal Project No: N/A Parcel ID: P00024897TE (Parcel 30TE) H.W. Lochner, Inc. Austin 9601 Amberglen Blvd Bldg G, Suite 119 Austin, TX 78729 T 737.704.3080

Houston 9800 Northwest Freeway Suite 516 Houston, TX 77092 T 713.290.0390

Tyler 5767 Eagles Nest Blvd Tyler, TX 75703 T 903.581.7844

hwlochner.com

Dear Property Owner(s):

Our negotiations for highway right of way across property owned by you have progressed to the point that you have indicated a willingness to sign a Temporary Easement document in return for payment as agreed to in our previous discussions. It is thought to be in the best interests of both you and Titus County, Texas ("the County") to confirm this agreement in order to avoid any possible misunderstanding as to the details of the purchase or the process by which the County will make payment.

Your property consists of **0.027** of acre located in the Joshua B. Hill Survey, Abstract 259, Titus County, Texas and is further identified as Parcel ID: P00024897TE (Parcel 30TE) in **Exhibit "A,"** attached hereto. The right of way being purchased by the County has been thoroughly explained. The payment of the amount of **\$204.00** as herein agreed to will constitute full payment of your interest, to be made by the County for the property to be conveyed to the State. The consideration recited herein represents a settlement and compromise by all parties as to the value of the property herein conveyed to avoid formal eminent domain proceedings and the added expenses of litigation.

The County and Owner(s) have agreed to the following provisions:

Until payment is made by the County, title and possession of the property to be conveyed remains with you. You shall bear all risk of loss to any and all such property prior to such payment. Either you or the County shall have the right to terminate this agreement.

The payment of the amount herein stated and the terms provided constitute the only promises, consideration and conditions of this purchase; and, no other promises, consideration or conditions have been signified or implied, save and except any benefits which may accrue to you under the State's Relocation Assistance Program and the mutual benefits to be derived by you and the Texas Department of Transportation from the signing of this agreement.

After the date of payment of the purchase price or the date of deposit in court of funds to satisfy the award of compensation as determined through eminent domain proceedings to acquire real property, you will be reimbursed for any fair and reasonable incidental expenses necessarily incurred in transferring title to the property for use by the Texas Department of Transportation. Expenses eligible for reimbursement may include (1) recording fees, transfer taxes and similar expenses incidental to conveying the real property to

Page 1 of 2

the Department and (2) penalty costs for prepayment of any preexisting recorded mortgage entered into in good faith encumbering the real property. Voluntary unnecessary expenses or expenses incurred in clearing questionable title will not be eligible for reimbursement.

Eligible incidental expenses will be reimbursed upon submission of a claim supported by receipted bills or other evidence of actual expenses incurred. You may file a written request for review if you believe that the County failed to properly determine the eligibility for or the amount of incidental expenses to be reimbursed. There is no standard form on which to request a review of a claim; however, the claim must be filed with this office within six months after you are notified of the County's determination on any claim for reimbursement.

The County, without cost to you as the owner, will pay the cost of recording all instruments conveying title to the State.

It is suggested that you carefully review the proposed Temporary Easement document and satisfy yourselves as to its provisions. With your signing of this agreement and execution of the Temporary Easement document, the County will proceed with the issuance of a check, which will be made out to Homeland Title Company, agent for Stewart Title Guaranty Company. This company has been designated as the County's closing agent and is responsible to see that the Texas Department of Transportation obtains clear title. They will not endorse the check and make payment until clear title is secured. At the same time, you have the right not to accept payment until you are fully satisfied on all details of the transaction.

Sincerely,

Gary Leuba/SR/WA, R/W-NAC

I fully understand the County's proposal as contained in this agreement and hereby acknowledge receipt of the Texas Department of Transportation brochure entitled "*Relocation Assistance*." We understand that relocation assistance benefits are handled entirely separate from and in addition to this transaction.

Gordon Joseph Lewis

Date

 County:
 Titus

 Highway:
 F.M. 1735

 CCSJ:
 1226-02-016

 RCSJ:
 1226-02-025

 Limits:
 From: S.H. 49

 To: 2.1 Miles

Titus F.M. 1735 1226-02-016 1226-02-025 From: S.H. 49 To: 2.1 Miles South of S.H. 49

I, Marvin Dearbonne, Jr., a Registered Professional Land Surveyor, do hereby certify that this property description and corresponding plat are true and correct according to a survey made by me, upon the ground.

14 DEC 2020 Marvin Dearbonne, Jr., RPLS #/5697 Date

TxDOTCONNECT Parcel No. P00024897TE

PROPERTY DESCRIPTION FOR PARCEL 30TE

DESCRIPTION OF A 0.027 ACRE (1,183 SQ. FT.) PARCEL OF LAND LOCATED IN THE JOSHUA B. HILL SURVEY, ABSTRACT 259, IN TITUS COUNTY, TEXAS, BEING A PORTION OF A CALLED 1.24 ACRE TRACT OF LAND, AS CONVEYED IN A DEED TO GORDON JOSEPH LEWIS BY AN INSTRUMENT DATED NOVEMBER 16, 2018 RECORDED IN DOCUMENT NO. 20184413, OF THE PUBLIC RECORDS OF TITUS COUNTY, TEXAS (P.R.T.C.TX.); SAID 0.027 ACRE (1,183 SQ. FT.) PARCEL, AS SHOWN ON A PLAT PREPARED BY SAM, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-Inch Iron Rod Found at the intersection of the apparent North right of way line of County Road 4705 (C.R. 4705) and the West Right of Way line of Farm to Market Road 1735 (F.M. 1735), a variable width right-of-way, as depicted on a Texas Department of Transportation (TXDOT) strip map, CSJ No. 1226-02-001 and conveyed to the State of Texas in Right of Way Deeds recorded in Volume 190, Page 428 and Volume 190, Page 431 of the Deed Records of Titus County, Texas (D.R.T.C.TX.), being the southeast corner of said 1.24 acre tract and the northeast corner of a called 0.430 acre access tract as conveyed in a deed to Nina Walker and recorded in Volume 1228, Page 289, D.R.T.C.TX., said 1/2-inch Iron Rod Found being 87.79 feet right of and at a right angle from the F.M. 1735 survey centerline station 1008+74.65, having Texas Coordinate System, North Central Zone, NAD83 values of N: 7,114,982.9102 (Latitude: N33.133580372°) and E: 3,067,809.1406 (Longitude: W94.909197294°), being the southeast corner of the temporary easement described herein, from which a 1/2-Inch Iron Rod Found for the Southeast corner of said 0.430 acre tract, bears S07°00'38" E, a distance of 39.96 feet;

- THENCE S 84°18'32" W, along the common line of said 1.24 acre tract, said 0.430 acre tract, and apparent North right of way line of said C.R. 4705, departing the said existing West Right of Way line of F.M. 1735, a distance of 31.76 feet to a point for corner at an angle point in said common line;
- 2) THENCE N 82°48'17" W, along the common line of said 1.24 acre tract, said 0.430 acre tract, and apparent North right of way line of said C.R. 4705, a distance of 83.26 feet to a 5/8-Inch Iron Rod Found being 198.07 feet right of and at a right angle from F.M. 1735 survey centerline station 1008+45.82, and also being an angle point in said common line and the West corner of the temporary easement described herein, from which a 5/8-Inch Iron Rod Found for an angle point in said common line bears S83°35'40"W, a distance of 156.26 feet;

EXHIBIT "A" PARCEL 30TE PAGE 1 OF 4

- 3) THENCE N 85°43'40" E, departing the common line of said 1.24 acre tract and said 0.430 acre tract, over and across said 1.24 acre tract, a distance of 112.59 feet to a 5/8-inch Iron Rod with SAM Plastic Cap Set on the said existing West Right of Way line of F.M. 1735 for the northeast corner of the temporary easement described herein, being 86.42 feet right of and at a right angle from F.M. 1735 survey centerline station 1008+59.49, from which a 1/2-Inch Iron Rod Found on said existing West Right of Way line of F.M. 1735, being the northeast corner of said 1.24 acre tract and the southeast corner of a called 5 acre tract as conveyed in a deed to Carroll Burns and wife, Margie Burns and recorded in Volume 1113, Page 237 of the D.R.T.C.TX., bears N 07°00'38" W, a distance of 136.43 feet;
- 4) THENCE S 07°00'38" E, along the East line of said 1.24 acre tract and said existing West Right of Way line of F.M. 1735, a distance of 15.79 feet to the POINT OF BEGINNING, and containing 0.027 acres (1,183 sq. ft.) of land, more or less;

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

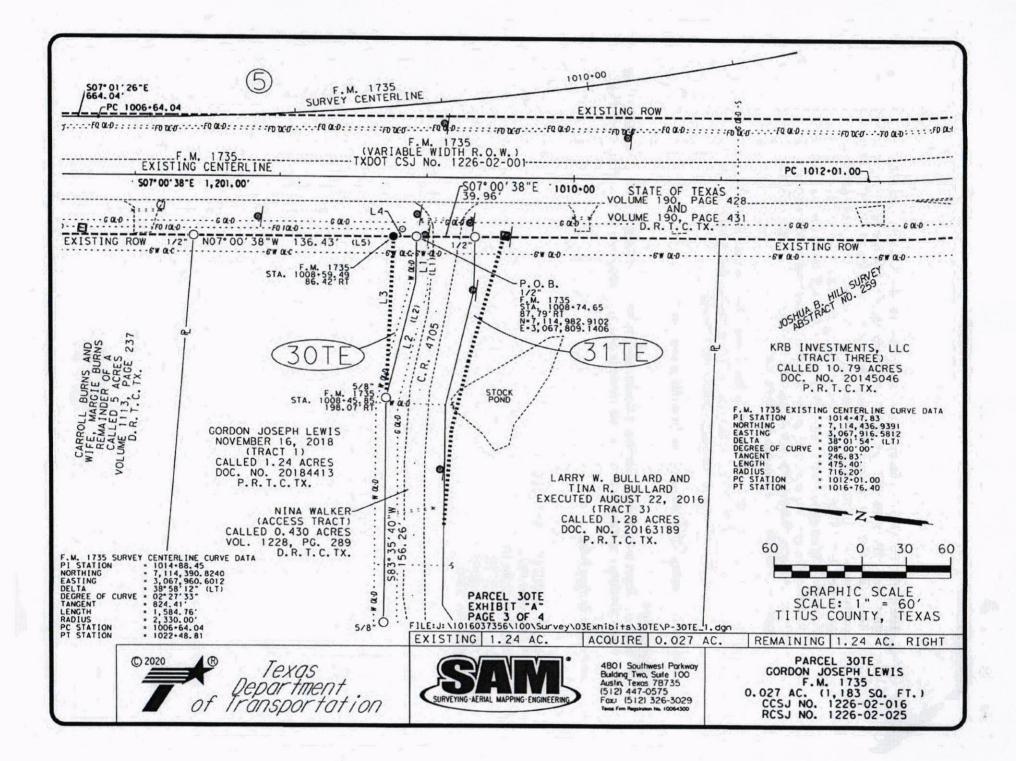
Bearing Basis:

All bearings shown are based on the Texas Coordinate System, North Central Zone, NAD 83/2011. All distances shown are surface and may be converted to grid by dividing by a Surface Adjustment Factor of 1.00012.

Units: U.S. Survey Feet.

SURVEYING AND MAPPING, LLC 4801 Southwest Pkwy Building Two, Suite 100 Austin, Texas 78735 TX. Firm No. 10064300 SAM Job No. 37356

> EXHIBIT "A" PARCEL 30TE PAGE 2 OF 4



LEGEND TYPE I CONCRETE MOMMENT FOUND TYDOT TYPE I BONZE DISK IN CONCRETE FOUND TYDOT TYPE I BONZE DISK IN CONCRETE FOUND ST IN CONCRETE S	LINE TABLE LINE TABLE LINE NO. BEARING DISTANCE L1 S84*18'32'''''''''''''''''''''''''''''''''''
NOTESI 1. ALL BEARINGS SHORN ARE BASED ON NADBJ/2011/MANDRB TEXAS COORDINATE SYSTEM, MORTH CENTRAL ZORE, ALL DISTARES SHORN ARE SAURACE AND MAY BE CONVERTED TO GAID BY DIVIDING BY A SUBFACE ADJASTWART FACTOR OF 1.00012, ALL COORDINATES SHORN ARE IN SUFFACE PROJECT UNITS ARE IN U.S. SUBWEY FEEL. 2. THIS SWHYT WAS COMPARIETD WITHOUT THE BENEFIT OF TILLE REPORT. INFORCE UNITS ARE IN U.S. SUBWEY FEEL. 3. THIS SHORN HEREON. 3. THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE. 4. ACCESS IS PROHIBITED ACROSS THE ACCESS DENIAL LINE TO THE HIGHWAY FACILL THE ADJACKIM PROPERTY. 4. AREA CALCULATED BY SAM,LLC.	ITY FROM PARCEL 30TE EXXISTING 1.24 AC. ACQUIRE D INFERIOR EXXISTING 1.24 AC. PARCEL ACQUIRE D INFERIOR PARCEL ACCUIRE D INFERIOR PARCEL ACCUIRE D INFERIOR PARCEL ACQUIRE D INFERIOR PARCEL ACQUIRE D INFERIOR PARCEL ACQUIRE D INFERIOR PARCEL ACCUIRE C INFERIOR PARCEL ACCUIRE C I
© 2020 Texas Deportment of Transportation	4801 Southwest Porkwoy PARCEL 30TE Buddrug Two, Surle 100 Buddrug Two, Surle 100 Austin, Texos 78735 F. M. 1735 5012/1447-0575 0.027 AC. (1, 183 S0. FT.) Four 1512/326-3029 CCSJ NO. 1226-02-016 Tex Ter Instance he 1004000 RCSJ NO. 1226-02-025

001465

06/13/2022

******204 00

7599 LEWIS, GORDON JOSEPH 110 CR 4705 MOUNT PLEASANT TX 75455-8217

06/13/2022

001465

2004 RIGHT OF WAY 075 620 557 PAERCEL 30TE 1735 PARCEL-30TE/ 204.00

\$204.00

PAY ORDER FORM

7552 Parcel-31 TE	FUND COUNTY AUDITO DATE TO PAY	R	75
Parcel-31 TE		R	an f
Parcel-31 TE	DATE TO PAY	10.1	nn X
		6.13.22 8	
DESCRIPTION	GL (if multiple)	AMOUNT	
GF No. 212097	075-620-557	\$	7,136.71
	TOTAL	\$	7,136.71
9 total 3 Own DOD	app	100ed	in CCR 22
	GF No. 212097	I DWA 3 DWA DWA DWA	dge 1 JAte 3 DWA 0 DWA 0 DWA

Auditor Office

JUN 0 9 2022

Received

June 13, 2022

MEMO TO: Barbara Shurbet, Titus County Auditor Titus County, Texas

SUBJECT: P00024898 (Parcel 31TE) Acquisition Payment Package FM 1735 From: SH 49 To: 2. Mi. S. of SH 49 County: Titus District: Atlanta ROW CSJ No: 1226-02-025 H.W. Lochner, Inc. Austin 9601 Amberglen Blvd Bldg G, Suite 119 Austin, TX 78729 T 737.704.3080

Houston 9800 Northwest Freeway Suite 516 Houston, TX 77092 T 713.290.0390

Tyler 5767 Eagles Nest Blvd Tyler, TX 75703 T 903.581.7844

hwlochner.com

Parcel 31TE has been successfully negotiated and is hereby submitted for payment. Please find attached the Preliminary HUD-1.

Please prepare a Check in the amount of <u>\$7,136.71</u> and made payable to <u>Homeland Title</u>. Please reference <u>GF No. 212097</u> in the Memo.

If you have any questions or need additional information to process this request, please contact me at (903) 486-3088.

Gary Leuba Lochner

Attachments

A. Settlement Statement

- . .

U.S. Department of Housing and Urban Development

OMB No. 2502-0265

B. Type of Loan 1. □ FHA 2. □ FmHA 3. □ Conv Unins	6. File Number		7. Loan Number	8. Mortgage Ins	Case Number
 4. □ VA 5. □ Conv Ins. 6. □ Seller Finance 7. ⊠ Cash Sale, 	03-212097TC				
C. Note: This form is furnished to give you a stateme	ent of actual settlement	costs.	Amounts paid to and by the settle	ement agent are shown.	Items marked
"(p.o.c.)" were paid outside the closing; they D. Name & Address of Borrower	E. Name & Address			& Address of Lender	
Titus County, Texas for State of Texas	Larry W. Bullard a			& Address of Lender	
100 West First Street, Suite 100	110 Princedale Driv				
Mount Pleasant, TX 75455	Pittsburg, TX 7568	6	,		
G. Property Location	1	H.	Settlement Agent Name		
		10.000	meland Title		
Hill, J.B. A-259 (0.035 acre +/-), Titus County, Texas		801 North Madison Mt. Pleasant, TX 75455 Tax ID: 26-3418887			
FM 1735 Mount Pleasant, TX 75455			derwritten By: Stewart	20-3410007	
		0.			
		Pl	ace of Settlement		I. Settlement Date
			omeland Title		6/15/2022
		1.2.2	1 North Madison t. Pleasant, TX 75455		Fund: 6/15/2022
		IVI	L Fleasant, IX 75455		
J. Summary of Borrower's Transaction			K. Summary of Seller's Transac		
100. Gross Amount Due from Borrower 101. Contract Sales Price	65 0/0		00. Gross Amount Due to Selle	r	\$5,968.0
101. Contract Sales Price 102. Personal Property	\$5,968		02. Personal Property		33,908.00
102. Personal Property 103. Settlement Charges to borrower	\$1,168		03.		
104.	31,100		104.		
104.			105.		
Adjustments for items paid by seller in advance			Adjustments for items paid by se	eller in advance	
106. City Property Taxes	T		06. City Property Taxes		
107. County Property Taxes			07. County Property Taxes		
108. Assessment Taxes			08. Assessment Taxes		
109. School Property Taxes			09. School Property Taxes		
110. HOA Dues			10. HOA Dues		
111. Other Taxes			11. Other Taxes		
112.			112.		
112.		-	113.		
114.			114.		
115.			415.		
116.			116.	eren of Arrow and Arrow Arrow Arrow	
120. Gross Amount Due From Borrower	\$7,136		20. Gross Amount Due to Selle	er	\$5,968.0
200. Amounts Paid By Or in Behalf Of Borrower		5	00. Reductions in Amount Due	to Seller	
201. Deposit or earnest money		5	01. Excess Deposit		
202. Principal amount of new loan(s)		5	02. Settlement Charges to Seller	(line 1400)	
203. Existing loan(s) taken subject to		5	03. Existing Loan(s) Taken Subj	ect to	
204. Loan Amount 2nd Lien		5	04. Payoff of first mortgage loan	to	
205.		5	05. Payoff of second mortgage le	oan to	
206.			i06.		
207.			607.		
208.		5	608.		
209.		5	609.		
Adjustments for items unpaid by seller		1	Adjustments for items unpaid by	seller	
210. City Property Taxes		5	i10. City Property Taxes		
211. County Property Taxes		5	11. County Property Taxes		
212. Assessment Taxes		5	12. Assessment Taxes		
213. School Property Taxes		5	13. School Property Taxes		
214. HOA Dues		5	14. HOA Dues		
215. Other Taxes		5	15. Other Taxes		
216.		5	516.		
217.		5	517.		
		15	18.		
218.		-	10.		
218. 219.			i19.		

File No. 03-212097TC

700. Total Sales/Broker's Commission based on price \$5,968.00 @ % = \$0.00	Paid From	Paid From
Division of Commission (line 700) as follows:	Borrower's	Seller's
701. to	Funds at	Funds at
702, to	Settlement	Settlement
703. Commission Paid at Settlement	\$0.00	\$0.0
704. The following parties, persons, firms or to		
705. corporations have received a portion to		
706. of the real estate commission to		
707. shown above. to		1
800. Items Payable in Connection with Loan		
801. Loan Origination Fee % to		
802. Loan Discount % to		
803. Appraisal Fee to		
804. Credit Report to		
805. Lender's Inspection Fee to		
806. Mortgage Insurance Application to		
807. Assumption Fee to		
000. Items Required by Lender To Be Paid in Advance		
001. Interest from 6/15/2022 to 7/1/2022 @ \$0/day		
902. Mortgage Insurance Premium for months to		
303. Hazard Insurance Premium for years to		
1000. Reserves Deposited With Lender		
1001. Hazard insurance months @ per month		
1002. Mortgage insurance month @ per month		
1003. City Property Taxes months @ per month		
1004. County Property Taxes months @ per month		
1005. Assessment Taxes months @ per month		
1006. School Property Taxes months @ per month		
1007. HOA Dues months @ per month		
1008. Other Taxes months @ per month		A Contractor of the second
1011. Aggregate Adjustment		
1100. Title Charges		
1101. Settlement or closing fee to		
1102. Abstract or title search to Homeland Title		
1103. Title examination to		
1104. Title insurance binder to	-	
1105. Document preparation to		
1106. Notary fees to		
1107. Attorney's fees to		
(includes above items numbers:)	1. (1. C. 2) - (2) - (2)	7
1108. Title insurance to Homeland Title	\$328.00	
(includes above items numbers:)		
1109. Lender's coverage \$0.00/\$0.00.		
1110. Owner's coverage \$5,968.00/\$328.00		
1111. Escrow fee to Homeland Title - Escrow	\$700.00	
	\$2.00	\$0.0
	\$40.00	50.0
	\$48.71	
	540.71	
1200. Government Recording and Transfer Charges 1201. Recording Fees Deed ; Mortgage ; Rel to Homeland Title - Recording		
	\$50.00	
1204. Temporary Easement to Homeland Title - Recording	3.50.00	
1205. to 1300 Additional Sattlement Charges		
1300. Additional Settlement Charges		
1301. Survey to		
1302. Pest Inspection to	\$1,168.71	and the second states

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a completed copy of pages 1, 2 and 3 of this HUD-1 Settlement Statement.

Titus County, Texas for State of Texas

Larry W. Bullard

By: Gary Leuba Its: Authorized Representative

Tina R. Bullard

SETTLEMENT AGENT CERTIFICATION The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused the funds to be disbursed in accordance with this statement.

Settlement Agent Date Warning: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

Previous Editions are Obsolete

Page 2

form HUD-1 (3/86) Handbook 4305.2

001464 1461

\$7,136.71

06/13/2022

-

****7,136 71

7552 HOMELAND TITLE

06/13/2022

001464

2004 RIGHT OF WAY 075-620-557 PARCEL 31TE GF# 212097/6 7,136.71