## PAY ORDER FORM



## LOCHNER

## Auditor Office



Parcel 30 TE 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 $\mathbf{\$ 2 0 4 . 0 0}$ and made payable to Gordon Joseph Lewis. 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.


Attachments

$$
075-620-557
$$

# LOCHNER 

# MEMORANDUM OF AGREEMENT 

April 18, 2022

H.W. Lochner, Inc.<br>Austin<br>9601 Amberglen Blvd<br>Bldg G,<br>Suite 119<br>Austin, TX 78729<br>T 737.704.3080

Gordon Joseph Lewis<br>110 County Road 4705<br>Mt. Pleasant, TX 75455-8217

|  | Houston <br> 9800 Northwest freeway |
| :--- | :--- |
| County: Titus | Suite 516 |
| Houston, TX 77092 |  |
| District: Atlanta | T 713.290 .0390 |
| Highway No: FM 1735 | Tyler |
| ROW CSJ No: 1226-02-025 | 5767 Eagles Nest Blvo |
| Federal Project No: N/A | Tyler, 75703 |
| Parcel ID: P00024897TE (Parcel 30TE) | T 903.581.7844 |
|  | hwlochner.com |

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

## LOCHNER

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,


Lochner

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.



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 $\mathrm{N}: 7,114,982.9102$ (Latitude: $\mathrm{N} 33.133580372^{\circ}$ ) and $\mathrm{E}: 3,067,809.1406$ (Longitude: W94.909197294 ${ }^{\circ}$ ), 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 $507^{\circ} 00^{\prime} 38^{\prime \prime} \mathrm{E}$, a distance of 39.96 feet;

1) THENCE $S 84^{\circ} 18^{\prime} 32^{\circ} \mathrm{W}$, 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 $N 82^{\circ} 48^{\prime} 17^{\prime \prime} \mathrm{W}$, 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 $S 83^{\circ} 35^{\prime} 40^{\prime \prime} \mathrm{W}$, a distance of 156.26 feet;
3) THENCE $N 85^{\circ} 43^{\prime} 40^{\prime \prime}$ 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 $\mathrm{N} 07^{\circ} 00^{\prime} 38^{\prime \prime} \mathrm{W}$, a distance of 136.43 feet;
4) THENCE $S 07^{\circ} 00^{\prime} 38^{\prime \prime}$ 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 ( $1,183 \mathrm{sq}$. 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


$06 / 13 / 2022$

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

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\(06 / 13 / 2022\)
001465
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PAY ORDER FORM
pay to Homeland Title

| 7552 | FUND $\quad 75$ |
| :--- | :--- |

FOR: $\qquad$ COUNTY AUDITOR


PO\# Parcel-31 TE

INVOICE \#
GF No. 212097
INVOICE \# $\qquad$
INVOICE \# $\qquad$
INVOICE \# $\qquad$

NOTE:

County Judge

Predict 41


Precinct 44
Auditor


$$
6-13 \cdot 22
$$

approved in CCRT
$673-22$

## Auditor Office

## LOCHNER

IUN Og 2022
Peceived
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

Parcel 31 TE 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 $\underline{\$ 7,136.71}$ and made payable to Homeland Title. Please reference GF No. 212097 in the Memo.

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


Attachments

## a. Settlement Statement

## B. Type of Loan


C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

| D. Name \& Address of Borrower | E. |
| :--- | :--- |
| Titus County, Texas for State of Texas | La |
| $\mathbf{1 0 0}$ West First Street, Suite 100 | 11 |
| Mount Pleasant, TX 75455 | Pit |
|  |  |
| G. Property Location |  |

G. Property Location

Hill, J.B. A-259 (0.035 acre + --), Titus County, Texas (Parcel 31TE)
FM 1735
Mount Pleasant, TX 75455

| E. Name \& Address of Seller | F. Name \& Address of Lender |
| :--- | :--- |
| Larry W. Bullard and Tina R. Bullard |  |
| 110 Princedale Drive |  |
| Pittsburg, TX 75686 | , |

ittsburg, TX 75686


|  |  | Place of Settlement Homeland Title 801 North Madison Mt. Pleasant, TX 75455 | 1. Settlement Date 6/15/2022 <br> Fund: 6/15/2022 |
| :---: | :---: | :---: | :---: |
| J. Summary of Borrower's Transaction | K. Summary of Seller's Transaction |  |  |
| 100. Gross Amount Due from Borrower | 400. Gross Amount Due to Seller |  |  |
| 101. Contract Sales Price | \$5,968.00 | 401. Contract Sales Price | \$5,968.00 |
| 102. Personal Property |  | 402. Personal Property |  |
| 103. Settlement Charges to borrower | \$1,168.71 | 403. |  |
| 104. |  | 404. |  |
| 105. |  | 405. |  |
| Adjustments for items paid by seller in advance |  | Adjustments for items paid by seller in advance |  |
| 106. City Property Taxes |  | 406. City Property Taxes |  |
| 107. County Property Taxes |  | 407. County Property Taxes |  |
| 108. Assessment Taxes |  | 408. Assessment Taxes |  |
| 109. School Property Taxes |  | 409. School Property Taxes |  |
| 110. HOA Dues |  | 410. HOA Dues |  |
| 111. Other Taxes |  | 411. Other Taxes |  |
| 112. |  | 412. |  |
| 113. |  | 413. |  |
| 114. |  | 414. |  |
| 115. |  | 415. |  |
| 116. |  | 416. |  |
| 120. Gross Amount Due From Borrower | \$7,136.71 | 420. Gross Amount Due to Seller | \$5,968.00 |
| 200. Amounts Paid By Or in Behalf Of Borrower |  | 500. Reductions in Amount Due to Seller |  |
| 201. Deposit or earnest money |  | 501. Excess Deposit |  |
| 202. Principal amount of new loan(s) |  | 502. Settlement Charges to Seller (line 1400) |  |
| 203. Existing loan(s) taken subject to |  | 503. Existing Loan(s) Taken Subject to |  |
| 204. Loan Amount 2nd Lien |  | 504. Payoff of first mortgage loan |  |
| 205. |  | 505. Payoff of second mortgage loan to |  |
| 206. |  | 506. |  |
| 207. |  | 507. |  |
| 208. |  | 508. |  |
| 209. |  | 509. |  |
| Adjustments for items unpaid by seller |  | Adjustments for items unpaid by seller |  |
| 210. City Property Taxes |  | 510. City Property Taxes |  |
| 211. County Property Taxes |  | 511. County Property Taxes |  |
| 212. Assessment Taxes |  | 512. Assessment Taxes |  |
| 213. School Property Taxes |  | 513. School Property Taxes |  |
| 214. HOA Dues |  | 514. HOA Dues |  |
| 215. Other Taxes |  | 515. Other Taxes |  |
| 216. |  | 516. |  |
| 217. |  | 517. |  |
| 218. |  | 518. |  |
| 219. |  | 519. |  |
| 220. Total Paid By/For Borrower | \$0.00 | 520. Total Reduction Amount Due Seller | $\mathbf{\$ 0 . 0 0}$ |

File No. 03-212097TC
L. Settlement Charges


## 1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)

I have carefully reviewed the HUD-1 Settiement 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.

|  | Larry W. Bullard |  |
| :---: | :---: | :---: |
| $\begin{aligned} & \text { By: Gary Leuba } \\ & \text { Its: Authorized Representative } \end{aligned}$ | Tina R. Bullard |  |
| SETTLEMENT AGENT CERTIFICATION <br> The HUD-I 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 <br> 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) <br> Handbook 4305.2 |

