

## **REAL ESTATE CONTRACT**

**Southeast Loop—Corridor A1**

THIS REAL ESTATE CONTRACT ("Contract") is made by and between TREILA KRUEGER AERY, as Trustee of the Treila Krueger Aery Trust, dated October 2003, as amended, and DANIEL DWAYNE KRUEGER (referred to in this Contract as "Seller") and WILLIAMSON COUNTY, TEXAS (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

### **ARTICLE I PURCHASE AND SALE**

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

All of that certain 12.318 acre (32,402 Sq. Ft.) tract of land in the J. J. Stubblefield Survey, Abstract No. 562, and the Patrick O'Daugherty Survey, Abstract No. 184, both in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 86—Part 1**); and

All of that certain 0.680 acre (29,597 Sq. Ft.) tract of land in the Patrick O'Daugherty Survey, Abstract No. 184, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "B", attached hereto and incorporated herein (**Parcel 86—Part 2**); and

All of that certain 0.241 acre (10,494 Sq. Ft.) tract of land in the Patrick O'Daugherty Survey, Abstract No. 184, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "C", attached hereto and incorporated herein (**Parcel 86—Part 3**); and

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements situated on and attached to the Property described in Exhibits "A-C" not otherwise agreed herein to be retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

## **ARTICLE II PURCHASE PRICE**

### **Purchase Price**

2.01. The Purchase Price for the Property described in Exhibits' "A-C", and any damage to or cost to cure the remaining property of Seller shall be the sum of ONE MILLION TWO HUNDRED TWO THOUSAND SEVEN HUNDRED NINETY-ONE and 00/100 Dollars (\$1,202,791.00).

### **Payment of Purchase Price**

2.02. The Purchase Price shall be payable in cash at the Closing.

## **ARTICLE III PURCHASER'S OBLIGATIONS**

### **Conditions to Purchaser's Obligations**

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

### **Miscellaneous Conditions**

Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the closing.

## **ARTICLE IV REPRESENTATIONS AND WARRANTIES OF SELLER**

Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's current actual knowledge:

- (1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than as previously disclosed to Purchaser;
- (2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof;

The Property herein is being conveyed to Purchaser under threat of condemnation.

**ARTICLE V**  
**CLOSING**  
Closing Date

5.01. The Closing shall be held at the office of Independence Title Company on or before May 31, 2021, or at such time, date, and place as Seller and Purchaser may otherwise agree, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to all of the Property described in Exhibits "A-C", free and clear of any and all leases and monetary liens and restrictions, except for the following:

- (a) General real estate taxes for the year of closing and subsequent years not yet due and payable;
- (b) Any exceptions approved by Purchaser pursuant to Article III hereof; and
- (c) Any exceptions approved by Purchaser in writing.

(2) The Deed shall be in the form as shown in Exhibit "D" attached hereto and incorporated herein.

(3) Provide reasonable assistance as requested, at no cost to Seller, to cause Title Company to issue Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

- (a) The boundary and survey exceptions shall be deleted;
- (b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and

- (c) The exception as to the lien for taxes shall be limited to the year of Closing and shall be endorsed "Not Yet Due and Payable".
- (d) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

- (a) Pay the cash portion of the Purchase Price.

Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation, but shall otherwise be the continuing obligation of Seller to fully satisfy. Agricultural roll-back taxes, if any, which directly result from the completion of this transaction and conveyance shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

- (1) Owner's Title Policy and survey to be paid by Purchaser.
- (2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.
- (3) All other closing costs shall be paid by Purchaser.
- (4) Attorney's fees paid by each respectively.

**ARTICLE VI  
BREACH BY SELLER**

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

**ARTICLE VII  
BREACH BY PURCHASER**

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made then Seller shall receive the amount of \$500 as liquidated damages for any failure by Purchaser.

**ARTICLE VIII  
MISCELLANEOUS**

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

8.04. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10 This Contract shall be effective as of the date it is approved by Williamson County, Texas which date is indicated beneath the County Judge's signature below.

Counterparts

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

**SELLER:**

Treila Krueger Aery  
Treila Krueger Aery, as Trustee of the  
Treila Krueger Aery Trust, dated October  
8, 2003, as amended

Address: P.O. Box 6406  
Round Rock, TX 78683

Date: 4.12.2021

Daniel Dwayne Krueger  
Daniel Dwayne Krueger

Address: P.O. Box 667  
Hutto, TX 78634

Date: 4-12-2021

**PURCHASER:**

WILLIAMSON COUNTY, TEXAS

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

Address: 710 Main Street, Suite 101  
Georgetown, Texas 78626

Date: \_\_\_\_\_

EXHIBIT **A**  
PROPERTY DESCRIPTION FOR PARCEL 86, PART 1

DESCRIPTION OF A 12.318 ACRE (536,556 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE J. J. STUBBLEFIELD SURVEY, ABSTRACT NO. 562 AND IN THE PATRICK O'DAUGHERTY SURVEY, ABSTRACT NO. 184 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF THAT CALLED 145.59 ACRES DESCRIBED IN SPECIAL WARRANTY DEED TO TREILA KRUEGER AERY AND DANIEL DWAYNE KRUEGER RECORDED IN DOCUMENT NO. 2013012468 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID TREILA KRUEGER AERY CONVEYS HER INTEREST AS TRUSTEE TO THE TREILA KRUEGER AERY TRUST (REMAINDER OF 145.59 ACRES) IN SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NO. 2013061155 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND RE-RECORDED IN SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NO. 2013103686 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, CITING THE ACREAGE AS BEING 135.209 ACRES (REMAINDER OF THE 145.59 ACRES), SAID 12.318 ACRE (536,556 SQUARE FOOT) PARCEL BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a TxDOT Type II Right-of-Way (ROW) monument found at the intersection of the existing northerly ROW line of U.S. Highway No. 79 (variable width ROW) and the westerly ROW line of a proposed U.S. Highway 79 connector to County Road (C.R.) 101 (variable width ROW), being the southwest corner of the remainder of said 135.209 acre tract, same being the southeasterly corner of the remainder of that called 104.44 acre tract of land (Tract B) described in Executor's Deed to Rebecca Lynn Teichelman Borgne, Roxana Ruth Teichelman and Timothy Don Teichelman recorded in Document No. 2015039011 of the Official Public Records of Williamson County, Texas, same being the northwesterly corner of that 0.412 acre ROW tract of land described in Special Warranty Deed to the State of Texas recorded in Document No. 2011052405 of the Official Public Records of Williamson County, Texas and also, the northeasterly corner of that 0.567 acre ROW tract of land described in Special Warranty Deed to the State of Texas recorded in Document No. 2011024628 of the Official Public Records of Williamson County, Texas, for the southwesterly corner and **POINT OF BEGINNING** of the herein described parcel;

- 1) **THENCE**, departing said existing northerly ROW line, with the westerly boundary line of said remainder of the 135.209 acre tract, same being the easterly boundary line of said remainder of the 104.44 acre tract, also being the proposed westerly ROW line of said connecting road, **N 12°20'29" W**, at a distance of 50.00 feet, pass an iron rod with aluminum cap stamped "TxDOT WITNESS" found, and continuing for a total distance of 1,124.54 feet to an iron rod with aluminum cap stamped "ROW 4933" set, being the point of beginning of a non-tangent curve to the right, for the northwesterly corner of the herein described parcel, and from which, a wood post flush with the ground found, being the northwesterly corner of said remainder of the 135.209 acre tract in the easterly boundary line of said remainder of the 104.44 acre tract, same being an angle point in the southerly boundary line of that called 25 acre tract of land (Tract 2) described in Executor's Deed to Anderson Farms, LLP recorded in Document No. 2016065796 of the Official Public Records of Williamson County, Texas, bears **N 12°20'29" W**, at a distance of 1,974.61 feet;

**THENCE**, departing said common boundary line, through the interior of said remainder of the 135.209 acre tract, with the proposed northerly ROW line of said proposed connecting road and the herein described parcel, the following three (3) courses:

- 2) Along said non-tangent curve to the right, having a delta angle of **81°03'38"**, a radius of **926.00** feet, an arc length of **1310.08** feet and a chord which bears **N 27°48'04" E**, for a distance of **1,203.52** feet to an iron rod with aluminum cap stamped "ROW 4933" set, for a point of tangency;
- 3) **N 68°01'09" E**, for a distance of **1,030.45** feet to an iron rod with aluminum cap stamped "ROW 4933" set for an angle point;
- 4) **N 23°01'09" E**, for a distance of **55.20** feet to an iron rod with aluminum cap stamped "ROW 4933" set in the existing westerly ROW line of County Road (C.R.) 101 (variable width ROW) for the northeasterly corner of the herein described parcel, and from which, a 1/2" ID pipe alongside a 1 3/4" axle found, being the northeasterly corner of said remainder of the 135.209 acre tract, same being the southeasterly corner of said 25 acre tract bears **N 22°02'04" W**, at a distance of 1,125.32 feet;
- 5) **THENCE**, with said existing westerly ROW line, same being the easterly boundary line of said remainder of the 135.209 acre tract, **S 22°02'04" E**, for a distance of **185.62** feet, to an iron rod with aluminum cap stamped "ROW 4933" set, being an ell corner in easterly boundary line of said remainder of the 135.209 acre tract, same being the northeasterly corner of that called 11.25 acre tract of land described in Warranty Deed to Frame Switch Energy, Inc. recorded in Document No. 2014078998 of the Official Public Records of Williamson County, Texas;
- 6) **THENCE**, departing said existing westerly ROW line, with the easterly boundary line of said remainder of the 135.209 acre tract, same being the northerly boundary line of said 11.25 acre tract, also being the southerly ROW line of said proposed connecting road, **S 67°58'05" W**, for a distance of **700.00** feet, to an iron rod with aluminum cap stamped "ROW 4933" set, for an angle point, same being the northwesterly corner of said 11.25 acre tract;

**THENCE**, departing said 11.25 acre boundary line, through the interior of said remainder of the 135.209 acre tract, with the easterly line of said proposed connecting road and the herein described parcel, the following six (6) courses:

- 7) **S 65°36'11" W**, for a distance of **113.64** feet, to an iron rod with aluminum cap stamped "ROW 4933" set, for an angle point;

- 8) **S 68°01'09" W**, for a distance of **256.11** feet, to an iron rod with aluminum cap stamped "ROW 4933" set, for the point of beginning of a curve to the left;
- 9) Along said curve, having a delta angle of **80°47'51"**, a radius of **774.00** feet, an arc length of **1,091.48** feet and a chord which bears **S 27°37'13" W**, for a distance of **1,003.26** feet to an iron rod with aluminum cap stamped "ROW 4933" set, for a point of tangency;
- 10) **S 12°46'42" E**, for a distance of **305.56** feet, to an iron rod with aluminum cap stamped "ROW 4933" set, for an angle point;
- 11) **S 15°17'29" E**, for a distance of **266.41** feet, to an iron rod with aluminum cap stamped "ROW 4933" set, for an angle point;
- 12) **S 12°46'42" E**, for a distance of **238.07** feet, to an iron rod found, being an ell corner in said southerly boundary line of the remainder of the 135.209 acre tract, same being the northwesterly corner of the remainder of that called 6.2200 acre tract of land described in Partition Deed to Daniel Dwayne Krueger and Treila Latrelle Krueger Aery recorded in Document No. 2000010169 of the Official Public Records of Williamson County, Texas, for an angle point;
- 13) **THENCE**, with said southerly boundary line of the remainder of the 135.209 acre tract, same being the westerly boundary line of said remainder of the 6.2200 acre tract, also being the easterly ROW line of said proposed connecting road, **S 14°31'59" E**, for a distance of **315.20** feet to a 1/2" iron rod found in said existing northerly ROW line of U.S. 79, being the southwesterly corner of said remainder of the 6.2200 acre tract, same being the northeasterly corner of said 0.412 acre ROW tract, also being the northwesterly corner of that called 1.428 acre ROW tract of land described in Special Warranty Deed to the State of Texas recorded in Document No. 2010085330 of the Official Public Records of Williamson County, Texas, for the southeasterly corner of said proposed connecting road and the herein described parcel, and from which, an iron rod with aluminum cap stamped "TxDOT", being the southeasterly corner of said remainder of the 6.2200 acre tract, same being an ell corner in the southerly boundary line of said remainder of the 135.209 acre tract, and also being the northeasterly corner of said 1.428 acre ROW tract and the northwesterly corner of that called 0.051 acre ROW tract described in said Document No. 2011052405;
- 14) **THENCE**, with said existing northerly ROW line, same being said southerly boundary line of the remainder of the 135.209 acre tract, also being the northerly line of said 0.412 acre ROW tract, **S 77°19'09" W**, for a distance of **186.89** feet to the **POINT OF BEGINNING**, containing 12.318 acre, (536,556 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

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

That I, M Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct and that the property described herein was determined by a survey made on the ground under my direct supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

*M. Stephen Truesdale*  
M Stephen Truesdale  
Registered Professional Land Surveyor No. 4933  
Licensed State Land Surveyor  
Inland Geodetics, LLC  
Firm Registration No: 100591-00  
1504 Chisholm Trail Road, Suite 103  
Round Rock, TX 78681

*6 APR 2021*  
Date





## PLAT TO ACCOMPANY DESCRIPTION

## LEGEND

|   |                                                      |   |                                          |              |                                                     |
|---|------------------------------------------------------|---|------------------------------------------|--------------|-----------------------------------------------------|
| ○ | IRON ROD WITH ALUMINUM CAP<br>STAMPED "ROW 4933" SET | ■ | TxDOT TYPE 1I CONCRETE<br>MONUMENT FOUND |              | PROPERTY LINE<br>LINE BREAK                         |
| ⊙ | IRON ROD WITH PLASTIC CAP<br>FOUND - AS NOTED        | ⊙ | 1/2" ID IRON PIPE FOUND                  | P.O.B.       | POINT OF BEGINNING                                  |
| ⊗ | IRON ROD WITH ALUMINUM CAP<br>FOUND - "TxDOT"        | △ | CALCULATED POINT                         | ( )          | RECORD INFORMATION                                  |
| ● | 1/2" IRON ROD FOUND                                  | ✱ | WOOD POST FLUSH WITH<br>GROUND FOUND     | P.R.W.C.T.   | PLAT RECORDS<br>WILLIAMSON COUNTY, TEXAS            |
|   |                                                      | ⊛ | AXEL FOUND                               | O.P.R.W.C.T. | OFFICIAL PUBLIC RECORDS<br>WILLIAMSON COUNTY, TEXAS |

1) All bearings shown hereon are based on grid bearing. All distances are surface distances. Coordinates are surface values based on the Texas State Plane Coordinate System, NAD 83, Central Zone.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. 2058028-KFO, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE OCTOBER 29, 2020, ISSUE DATE NOVEMBER 6, 2020.

10A. TELEPHONE LINE EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 238, PAGE 550, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

B. ELECTRIC TRANSMISSION AND DISTRIBUTION LINE EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 239, PAGE 83, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, BEING MODIFIED IN DOCUMENT NO. 2007038223, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

C. ELECTRIC TRANSMISSION AND DISTRIBUTION LINE EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 307, PAGE 65, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

D. PIPELINE EASEMENT TO JONAH WATER SUPPLY CORPORATION RECORDED IN VOLUME 563, PAGE 716, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.

E. UNDERGROUND ELECTRIC SUPPLY AND COMMUNICATIONS LINES EASEMENT TO ONCOR ELECTRIC DELIVERY COMPANY RECORDED IN DOCUMENT NO. 2004042694, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

F. UNDERGROUND ELECTRIC SUPPLY AND COMMUNICATIONS LINES EASEMENT TO ONCOR ELECTRIC DELIVERY COMPANY RECORDED IN DOCUMENT NO. 2004042695, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

G. WATER DISTRIBUTION AND TRANSMISSION LINE EASEMENT TO JONAH WATER SPECIAL UTILITY DISTRICT RECORDED IN DOCUMENT NO. 2008044413, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.

H. WATER DISTRIBUTION AND TRANSMISSION LINE EASEMENT TO JONAH SPECIAL UTILITY DISTRICT RECORDED IN DOCUMENT NO. 2009089732, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, BEING MODIFIED IN DOCUMENT NO. 2010000317, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

K. CITY OF HUTTO RESOLUTION NO. 2006-27R DATED 05/25/2006 RECORDED IN DOCUMENT NO. 2006045188, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

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



M. STEPHEN TRUESDALE  
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933  
LICENSED STATE LAND SURVEYOR  
INLAND GEODETICS, LLC  
FIRM REGISTRATION NO. 100591-00  
1504 CHISHOLM TRAIL ROAD, SUITE 103  
ROUND ROCK, TEXAS 78681

6 APR  
2021

04/01/2021



PARCEL PLAT SHOWING PROPERTY OF  
**TREILA KRUEGER AERY TRUST**  
& **DANIEL DWAYNE KRUEGER**

SCALE  
1" = 300'

WILLIAMSON COUNTY

PROJECT  
FM 3349

**PARCEL 86**  
**PART 1**

PAGE 4 OF 4

**EXHIBIT B**  
**PROPERTY DESCRIPTION FOR PARCEL 86, PART 2**

DESCRIPTION OF A 0.680 ACRE (29,597 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE PATRICK O'DAUGHERTY SURVEY, ABSTRACT NO. 184 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF THAT CALLED 145.59 ACRES DESCRIBED IN SPECIAL WARRANTY DEED TO TREILA KRUEGER AERY AND DANIEL DWAYNE KRUEGER RECORDED IN DOCUMENT NO. 2013012468 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID TREILA KRUEGER AERY CONVEYS HER INTEREST AS TRUSTEE TO THE TREILA KRUEGER AERY TRUST (REMAINDER OF 145.59 ACRES) IN SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NO. 2013061155 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND RE-RECORDED IN SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NO. 2013103686 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, CITING THE ACREAGE AS BEING 135.209 ACRES (REMAINDER OF THE 145.59 ACRES), SAID 0.680 ACRE (29,597 SQUARE FOOT) PARCEL BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a 2" ID iron pipe found in the existing westerly Right-of-Way (ROW) line of County Road (C.R.) 101 (variable width ROW), being an ell corner in the easterly boundary line of the remainder of said 135.209 acre tract, same being the northeasterly corner of the remainder of that called 1.62 acre tract of land described in Deed to Williamson County, Texas recorded in Document No. 2019125083 of the Official Public Records of Williamson County, Texas, (save and except 0.660 acres as described in Special Warranty Deed to the State of Texas recorded in Document No. 2014029873 of the Official Public Records of Williamson County, Texas), said 1.62 acre tract described in Document No. 2003008448 of the Official Public Records of Williamson County, Texas, for the southeasterly corner and **POINT OF BEGINNING** of the herein described parcel;

- 1) **THENCE**, departing said existing westerly ROW line, with the easterly boundary line of said remainder of the 135.209 acre tract, being the northerly boundary line of said remainder of the 1.62 acre tract, **S 70°52'00" W**, for a distance of **78.00** feet to an iron rod with aluminum cap stamped "ROW 4933" set in the proposed westerly ROW line of said C.R. 101 (variable width ROW), for the southwesterly corner of the herein described parcel, and from which, a 1/2" iron rod found, being an ell corner in said easterly boundary line of the remainder of the 135.209 acre tract, same being the northwesterly corner of said remainder of the 1.62 acre tract, bears **S 70°52'00" W**, at a distance of 167.17 feet;

**THENCE**, departing said remainder of the 1.62 acre boundary line, through the interior of said remainder of the 135.209 acre tract, with said proposed westerly ROW line, same being the westerly line of the herein described parcel, the following two (2) courses:

- 2) Along a non-tangent curve to the left, having a delta angle of **06°32'57"**, a radius of **6,220.00** feet, an arc length of **710.96** feet and a chord which bears **N 16°55'45" W**, for a distance of **710.57** feet to an iron rod with aluminum cap stamped "ROW 4933" set, for a point of non-tangency;
- 3) **N 22°00'28" W**, for a distance of **92.00** feet to an iron rod found in said easterly boundary line of the remainder of the 135.209 acre tract, same being the southeasterly corner of the remainder of that called 4.161 acre tract of land described in Special Cash Warranty Deed to Oncor Electric Delivery Company recorded in Document No. 2003118357 and corrected in Correction Special Cash Warranty Deed recorded in Document No. 2004006610 both of the Official Public Records of Williamson County, Texas and depicted as 4.02 acres on ONCOR-TAYLOR, a subdivision of record in Cabinet Y, Slide 383-385 of the Plat Records of Williamson County, Texas, wherein a 0.14 acre (15 foot wide) tract is dedicated for ROW, same being said existing westerly ROW line of C.R. 101, for the northwesterly corner of the herein described parcel, and from which, an iron rod with plastic cap (illegible) found, being the southwesterly corner of said remainder of the 4.161 acre tract, same being an ell corner in said easterly boundary line of the remainder of the 135.209 acre tract, bears **S 68°13'55" W**, at a distance of 437.04 feet;

- 4) **THENCE**, departing said proposed westerly ROW line, with the easterly boundary line of said remainder of the 135.209 acre tract, being said existing westerly ROW line and the southerly line of said 0.14 acre ROW tract, **N 68°13'55" E**, for a distance of **15.00** feet, to an iron rod with plastic cap (illegible) found, an ell corner in said existing westerly ROW line, same being an ell corner in said easterly boundary line of the remainder of the 135.209 acre tract, also being the southeasterly corner of said 0.14 acre ROW tract, for the northeasterly corner of the herein described parcel;
- 5) **THENCE**, with said existing westerly ROW line, same being the easterly boundary line of said remainder of the 135.209 acre tract, **S 22°00'28" E**, for a distance of **803.63** feet, to the **POINT OF BEGINNING**, containing 0.680 acre, (29,597 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

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

That I, M Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct and that the property described herein was determined by a survey made on the ground under my direct supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

*M. Stephen Truesdale*

*6 APR 2021*

M Stephen Truesdale  
Registered Professional Land Surveyor No. 4933  
Licensed State Land Surveyor  
Inland Geodetics, LLC  
Firm Registration No: 100591-00  
1504 Chisholm Trail Road, Suite 103  
Round Rock, TX 78681

Date



# EXHIBIT B

## PLAT TO ACCOMPANY DESCRIPTION

ONCOR-TAYLOR  
4.02 ACRES  
CAB. Y, SLIDE 383-385  
P.R.W.C.T. ILLEGIBLE

(S70°30'15"W 437.00')  
S 68°13'55" W 437.04'  
(S70°30'15"W 452.00')

0.14 ACRE R.O.W.  
DEDICATION PER PLAT

ONCOR ELECTRIC DELIVERY COMPANY  
REMAINDER OF 4.161 ACRES  
DOC. No. 2003118357  
AND CORRECTED IN  
DOC. No. 2004006610  
O.P.R.W.C.T.

REMAINDER OF 135.209 ACRES

TREILA KRUEGER AERY &  
DANIEL DWAYNE KRUEGER  
REMAINDER OF 145.59 ACRES  
DOCUMENT No. 2013012468  
O.P.R.W.C.T.

TREILA KRUEGER AERY AS TRUSTEE OF THE  
TREILA KRUEGER AERY TRUST  
REMAINDER OF 145.59 ACRES  
DOC. No. 2013061155  
AND RE-RECORDED AS 135.209 ACRE  
REMAINDER OF 145.59 ACRES  
DOC. No. 2013103686  
O.P.R.W.C.T.

| NUMBER | DELTA     | RADIUS    | LENGTH  | CHORD   | CHORD BEARING |
|--------|-----------|-----------|---------|---------|---------------|
| C1     | 06°32'57" | 6,220.00' | 710.96' | 710.57' | N16°55'45"W   |

PATRICK O'DOUGHERTY SURVEY  
ABSTRACT No. 184

86  
PART 2  
0.680 AC.  
29,597 SQ. FT.

| LINE TABLE |                 |           |  |
|------------|-----------------|-----------|--|
| L1         | S 70°52'00" W   | 78.00'    |  |
| L2         | S 70°52'00" W   | 167.17'   |  |
| L3         | N 68°13'55" E   | 15.00'    |  |
| L4         | S 22°09'18" E   | 175.14'   |  |
| (L4)       | (N 22°02'04" W) | (175.20') |  |

ONCOR ELECTRIC DELIVERY COMPANY  
15' EASEMENT & RIGHT OF WAY  
DOC. No. 2004042694  
& DOC. No. 2004042695  
O. P. R. W. C. T.

WILLIAMSON COUNTY, TEXAS  
REMAINDER OF 1.62 ACRES  
DOC. No. 2019125083  
DESCRIBED IN  
DOC. No. 2003008448  
O. P. R. W. C. T.

P.O.B.

04/01/2021



PARCEL PLAT SHOWING PROPERTY OF  
TREILA KRUEGER AERY TRUST  
& DANIEL DWAYNE KRUEGER

SCALE  
1" = 100'

WILLIAMSON COUNTY

PROJECT  
FM 3349

PARCEL 86  
PART 2

PAGE 3 OF 4

**PLAT TO ACCOMPANY DESCRIPTION**

**LEGEND**

|   |                                                      |   |                                          |                                                                                     |                                                     |
|---|------------------------------------------------------|---|------------------------------------------|-------------------------------------------------------------------------------------|-----------------------------------------------------|
| ○ | IRON ROD WITH ALUMINUM CAP<br>STAMPED "ROW 4933" SET | ■ | TxDOT TYPE 1I CONCRETE<br>MONUMENT FOUND |  | PROPERTY LINE<br>LINE BREAK                         |
| ⊙ | IRON ROD WITH PLASTIC CAP<br>FOUND - AS NOTED        | ⊙ | 1/2" ID IRON PIPE FOUND                  | P.O.B.                                                                              | POINT OF BEGINNING                                  |
| ⊗ | IRON ROD WITH ALUMINUM CAP<br>FOUND - "TxDOT"        | △ | CALCULATED POINT                         | ( )                                                                                 | RECORD INFORMATION                                  |
| ● | 1/2" IRON ROD FOUND                                  | ✱ | WOOD POST FLUSH WITH<br>GROUND FOUND     | P.R.W.C.T.                                                                          | PLAT RECORDS<br>WILLIAMSON COUNTY, TEXAS            |
|   |                                                      | ⊗ | AXEL FOUND                               | O.P.R.W.C.T.                                                                        | OFFICIAL PUBLIC RECORDS<br>WILLIAMSON COUNTY, TEXAS |

1) All bearings shown hereon are based on grid bearing. All distances are surface distances. Coordinates are surface values based on the Texas State Plane Coordinate System, NAD 83, Central Zone.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. 2058028-KFO, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE OCTOBER 29, 2020, ISSUE DATE NOVEMBER 6, 2020.

10A. TELEPHONE LINE EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 238, PAGE 550, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

B. ELECTRIC TRANSMISSION AND DISTRIBUTION LINE EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 239, PAGE 83, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, BEING MODIFIED IN DOCUMENT NO. 2007038223, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DO NOT AFFECT.

C. ELECTRIC TRANSMISSION AND DISTRIBUTION LINE EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 307, PAGE 65, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

D. PIPELINE EASEMENT TO JONAH WATER SUPPLY CORPORATION RECORDED IN VOLUME 563, PAGE 716, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.

E. UNDERGROUND ELECTRIC SUPPLY AND COMMUNICATIONS LINES EASEMENT TO ONCOR ELECTRIC DELIVERY COMPANY RECORDED IN DOCUMENT NO. 2004042694, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

F. UNDERGROUND ELECTRIC SUPPLY AND COMMUNICATIONS LINES EASEMENT TO ONCOR ELECTRIC DELIVERY COMPANY RECORDED IN DOCUMENT NO. 2004042695, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

G. WATER DISTRIBUTION AND TRANSMISSION LINE EASEMENT TO JONAH WATER SPECIAL UTILITY DISTRICT RECORDED IN DOCUMENT NO. 2008044413, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

H. WATER DISTRIBUTION AND TRANSMISSION LINE EASEMENT TO JONAH SPECIAL UTILITY DISTRICT RECORDED IN DOCUMENT NO. 2009089732, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, BEING MODIFIED IN DOCUMENT NO. 2010000317, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DO NOT AFFECT.

K. CITY OF HUTTO RESOLUTION NO. 2006-27R DATED 05/25/2006 RECORDED IN DOCUMENT NO. 2006045188, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

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

*M. Stephen Truesdale* 6 APR 2021  
M. STEPHEN TRUESDALE DATE  
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933  
LICENSED STATE LAND SURVEYOR  
INLAND GEODETICS, LLC  
FIRM REGISTRATION NO. 100591-00  
1504 CHISHOLM TRAIL ROAD, SUITE 103  
ROUND ROCK, TEXAS 78681



04/01/2021



PARCEL PLAT SHOWING PROPERTY OF  
**TREILA KRUEGER AERY TRUST  
& DANIEL DWAYNE KRUEGER**

SCALE  
1" = 100'

WILLIAMSON COUNTY

PROJECT  
FM 3349

**PARCEL 86  
PART 2**

PAGE 4 OF 4

STATE OF TEXAS  
REGISTERED  
M. STEPHEN TRUESDALE  
4933  
PROFESSIONAL  
LAND SURVEYOR

## PLAT TO ACCOMPANY DESCRIPTION

ANDERSON FARMS, LLP  
TRACT 2 25 ACRES  
DOC. No. 2016065796  
O.P.R.W.C.T.

S71°W 1656.9'  
S 68°12'05" W 1656.79'  
(N70°30'E 596.3Vrs=1656.4')

ONCOR ELECTRIC DELIVERY  
COMPANY  
15' EASEMENT & RIGHT OF WAY  
DOC. No. 2004042694  
& DOC. No. 2004042695  
O.P.R.W.C.T.

JAMES C. EAVES SURVEY  
ABSTRACT No. 213

C.R. 101

EXISTING ROW LINE

(VARIABLE WIDTH R.O.W.)  
EXISTING ROW LINE

OSTENSIBLE SURVEY LINE

EXISTING ROW LINE

EXISTING ROW LINE

PROPOSED ROW LINE

CL PROPOSED U.S. 79 AND C.R. 101 CONNECTING ROAD

PROPOSED ROW LINE  
S67°58'05"W 700.00'  
(N70°15'E 700.00')

S65°36'11"W  
98.63'

15'

(N19°45'W 700.00')  
S22°04'15"E 700.00'  
N22°04'15"W 699.38'

FRAME SWITCH ENERGY, INC.  
11.25 ACRES  
DOC. No. 2014078998  
O.P.R.W.C.T.

PATRICK O'DOUGHERTY SURVEY  
ABSTRACT No. 184

**(86)**  
PART 3  
0.241 AC.  
10,495 SQ. FT.

APPROXIMATE CENTERLINE  
TEXAS POWER & LIGHT CO.  
UNDEFINED WIDTH EASEMENT

VOL. 239, PG. 83  
D.R.W.C.T.  
& MODIFIED IN DOC. NO. 2007038223  
O.P.R.W.C.T.

"RPLS 4933"

N67°58'05"E  
248.00'

P.O.B.

(S70°15'W 700.00')  
(N70°15'00"E 437.00')

ONCOR-TAYLOR  
4.02 ACRES  
CAB. Y, SLIDE 383-385  
P.R.W.C.T.

ONCOR ELECTRIC DELIVERY  
COMPANY  
4.161 ACRES  
DOC. No. 2004006610  
O.P.R.W.C.T.

ILLEGIBLE

REMAINDER OF 135.209 ACRES

TREILA KRUEGER AERY &  
DANIEL DWAYNE KRUEGER  
REMAINDER OF 145.59 ACRES  
DOCUMENT No. 2013012468  
O.P.R.W.C.T.

TREILA KRUEGER AERY AS TRUSTEE OF THE  
TREILA KRUEGER AERY TRUST  
REMAINDER OF 145.59 ACRES  
DOC. No. 2013061155  
AND RE-RECORDED AS 135.209 ACRE  
REMAINDER OF 145.59 ACRES  
DOC. No. 2013103686  
O.P.R.W.C.T.

### LINE TABLE

|    |               |        |
|----|---------------|--------|
| L1 | S 67°58'05" W | 15.00' |
| L2 | N 65°36'11" E | 15.01' |

04/01/2021



PARCEL PLAT SHOWING PROPERTY OF  
**TREILA KRUEGER AERY TRUST  
& DANIEL DWAYNE KRUEGER**

WILLIAMSON COUNTY

PROJECT  
FM 3349

**PARCEL 86  
PART 3**

PAGE 3 OF 4

**PLAT TO ACCOMPANY DESCRIPTION**

**LEGEND**

|   |                                                                                |   |                                          |                                                                                     |                                                     |
|---|--------------------------------------------------------------------------------|---|------------------------------------------|-------------------------------------------------------------------------------------|-----------------------------------------------------|
| ○ | IRON ROD WITH ALUMINUM CAP<br>STAMPED "ROW 4933" SET<br>UNLESS NOTED OTHERWISE | ■ | TXDOT TYPE 1I CONCRETE<br>MONUMENT FOUND |  | PROPERTY LINE<br>LINE BREAK                         |
| ⊙ | IRON ROD WITH PLASTIC CAP<br>FOUND - AS NOTED                                  | ⊙ | 1/2" ID IRON PIPE FOUND                  | P.O.B.                                                                              | POINT OF BEGINNING                                  |
| ⊙ | IRON ROD WITH ALUMINUM CAP<br>FOUND - "TXDOT"                                  | △ | CALCULATED POINT                         | ( )                                                                                 | RECORD INFORMATION                                  |
| ● | 1/2" IRON ROD FOUND                                                            | ✱ | WOOD POST FLUSH WITH<br>GROUND FOUND     | P.R.W.C.T.                                                                          | PLAT RECORDS<br>WILLIAMSON COUNTY, TEXAS            |
|   |                                                                                | ⊗ | AXEL FOUND                               | O.P.R.W.C.T.                                                                        | OFFICIAL PUBLIC RECORDS<br>WILLIAMSON COUNTY, TEXAS |

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*M. Stephen Truesdale* 6 APR 2021

M. STEPHEN TRUESDALE DATE  
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933  
LICENSED STATE LAND SURVEYOR  
INLAND GEODETICS, LLC  
FIRM REGISTRATION NO. 100591-00  
1504 CHISHOLM TRAIL ROAD, SUITE 103  
ROUND ROCK, TEXAS 78681



04/01/2021



PARCEL PLAT SHOWING PROPERTY OF  
**TREILA KRUEGER AERY TRUST  
& DANIEL DWAYNE KRUEGER**

**PARCEL 86  
PART 3**

SCALE  
1" = 200'

WILLIAMSON COUNTY

PROJECT  
FM 3349

PAGE 4 OF 4

# EXHIBIT "D"

## DEED

Southeast Loop (Corridor A1) Right of Way

THE STATE OF TEXAS

§

COUNTY OF WILLIAMSON

§

§

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:**

That TREILA KRUEGER AERY, as Trustee of the Treila Krueger Aery Trust, dated October 2003, as amended, and DANIEL DWAYNE, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto WILLIAMSON COUNTY, TEXAS, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows (the "Property"):

All of that certain 12.318 acre (536,556 Sq. Ft.) tract of land in the J. J. Stubblefield Survey, Abstract No. 562, and the Patrick O'Daugherty Survey, Abstract No. 184, both in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 86—Part 1**); and

All of that certain 0.680 acre (29,597 Sq. Ft.) tract of land in the Patrick O'Daugherty Survey, Abstract No. 184, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "B", attached hereto and incorporated herein (**Parcel 86—Part 2**); and

All of that certain 0.241 acre (10,494 Sq. Ft.) tract of land in the Patrick O'Daugherty Survey, Abstract No. 184, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "C", attached hereto and incorporated herein (**Parcel 86—Part 3**)

**SAVE AND EXCEPT, HOWEVER,** it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property, to wit: NONE

**RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:**

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas and/or the State of Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of Southeast Loop/Corridor A1.

**TO HAVE AND TO HOLD** the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This deed is being delivered in lieu of condemnation.

**IN WITNESS WHEREOF**, this instrument is executed on this the \_\_\_\_ day of \_\_\_\_\_, 2021.

*[signature pages follow]*

**GRANTOR:**

\_\_\_\_\_  
Treila Krueger Aery, as Trustee of the  
Treila Krueger Aery Trust dated October  
8, 2003, as amended

**ACKNOWLEDGMENT**

STATE OF TEXAS

§

§

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

§

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_,  
2021 by Treila Krueger Aery, in the capacity and for the purposes and consideration recited  
therein.

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

**GRANTOR:**

---

Daniel Dwayne Krueger

## **ACKNOWLEDGMENT**

STATE OF TEXAS

§

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

§

§

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2021 by Daniel Dwayne Krueger, in the capacity and for the purposes and consideration recited therein.

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

**PREPARED IN THE OFFICE OF:**

Sheets & Crossfield, PLLC  
309 East Main  
Round Rock, Texas 78664

**GRANTEE'S MAILING ADDRESS:**

Williamson County, Texas  
Attn: County Auditor  
710 Main Street, Suite 101  
Georgetown, Texas 78626

**AFTER RECORDING RETURN TO:**