

Sheets & Crossfield, PLLC

ATTORNEYS AT LAW

309 East Main Street • Round Rock, TX 78664-5246

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lisa@scrrlaw.com

July 7, 2021

Ronnie C. and Zonda K. Zett
14980 E. Highway 29
Granger, TX 78630-5068

Re: Williamson County—CR 366
Jonah SUD waterline easement
Parcel No.: 22WE

Dear Mr. & Mrs. Zett:

Please allow this letter to set out my understanding regarding our Agreement for the acquisition of a waterline easement interest in and across portions of your property (“Owner”) as part of Williamson County’s (“County”) proposed CR 366 roadway improvements and related appurtenances and utility adjustments (“Project”).

By execution of this letter the parties agree as follows:

1. In return for Owner’s delivery to County of a fully executed and acknowledged waterline easement (“Easement”) in and across that certain parcel of land totaling 1,501 SF, and in the form as set out in Exhibit “A” attached hereto and incorporated herein, County shall pay Owner the sum of **\$390.00** in good funds.

2. This Agreement is being made, and the Easement is being delivered, in lieu of condemnation.

If this meets with your understanding, please execute this letter where indicated below and return it to me, and we will have this approved and signed by the County and process this for Closing and payment as quickly as possible.

Please feel free to contact me at any time if you have any questions or concerns about these issues.

Very truly yours,

Lisa Dworaczyk

Lisa Dworaczyk
Sheets & Crossfield, PLLC

AGREED:

Ronnie C. Zett

Ronnie C. Zett

Date: 8-7-8-2021

Zonda K. Zett

Zonda K. Zett

Date: 7/8/2021

ACCEPTED AND AGREED:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

Date: _____

EXHIBIT "A" FORM OF EASEMENT FOLLOWS

WATERLINE EASEMENT

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

GRANT OF EASEMENT:

RONNIE C. ZETT AND ZONDA K. ZETT (“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 one parcel totaling approximately 0.0345 acre (1,501 SF), being the property of Grantor which is more particularly described by metes and bounds and sketch in Exhibit “A” attached hereto, located in Williamson County, Texas; and incorporated herein by reference. (Collectively 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 reasonably available from an adjacent 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: N/A

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 8th day of July, 2021.

[signature page follows]

GRANTORS:

Ronnie C. Zett
Ronnie C. Zett

Zonda K. Zett
Zonda K. Zett

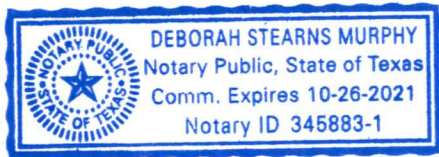
Acknowledgment

STATE OF TEXAS

COUNTY OF

Williamson

This instrument is acknowledged before me on the 9th day of July, 2021, by Ronnie C. and Zonda K. Zett, in the capacity and for the purposes and consideration recited herein.



Deborah Stearns Murphy
Notary Public, State of Texas
Printed Name: DEBORAH STEARNS MURPHY
My Commission Expires: 10-26-2021

EXHIBIT A

County: Williamson
Highway: County Road 366
Project Limits: From Carlos G. Parker Blvd. to Chandler Rd.

Page 1 of 5
May 21, 2021

PROPERTY DESCRIPTION FOR EASEMENT 22E

DESCRIPTION OF a 1,501 square foot (0.0345 of one acre) water line easement out of the W.J. Baker Survey, Abstract No. 65, in Williamson County, Texas, and being a portion of that tract described as 10 acres conveyed to Ronnie C. Zett by Warranty Deed dated September 10, 1991, as recorded in Volume 2055, Page 308, Official Records, Williamson County, Texas (O.R.W.C.T.); said 1,501 square foot (0.0345 of one acre) water line easement being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2-inch iron rod found in the north line of said 10 acre tract, being the southeast corner of that tract described as 5.76 acres conveyed to Jack Dale Hall and wife, Cynthia D. Surles-Hall by Warranty Deed with Vendor's Lien dated August 7, 2003, as recorded in Document No. 2003077883, Official Public Records, Williamson County, Texas (O.P.R.W.C.T.), from which a 1/2-inch iron rod found at the northeast corner of said 5.76 acre tract, being in the south margin of County Road 367 (CR 367, varying width), bears N 21°30'06" W, a distance of 559.54 feet;

THENCE, S 68°02'29" W, along the north line of said 10 acre tract, with the south line of said 5.76 acre tract, a distance of 391.17 feet to a point, being the northeast corner of this easement, for the **POINT OF BEGINNING**, 122.42 feet right of Engineer's Baseline Station 56+73.68, and having Surface Coordinates of North=10,193,252.72, East=3,205,321.66;

- 1) **THENCE**, S 21°34'16" E, crossing said 10 acre tract, a distance of 55.99 feet to a point, 122.53 feet right of Engineer's Baseline Station 56+17.69, being the southeast corner of this easement;
- 2) **THENCE**, S 68°32'11" W, crossing said 10 acre tract, a distance of 59.13 feet to a point in the west line of said 10 acre tract and the east margin of CR 366, 63.40 feet right of Engineer's Baseline Station 56+17.69, being the southwest corner of this easement, from which a 1/2-inch iron rod found at the southwest corner of said 10 acre tract, also being the northwest corner of that tract described as 50.29 acres (save and except 4.581 acres) conveyed to D&L Land Development, LLC by Warranty Deed with Vendor's Lien dated February 6, 2019, as recorded in Document No. 2019009739, O.P.R.W.C.T., bears S 21°35'24" E, a distance of 499.12 feet;

EXHIBIT A

County: Williamson

Highway: County Road 366

Project Limits: From Carlos G. Parker Blvd. to Chandler Rd.

Page 2 of 5

May 21, 2021

PROPERTY DESCRIPTION FOR EASEMENT 22E

- 3) **THENCE, N 21°35'24" W**, along the west line of said 10 acre tract, with the east margin of CR 366, a distance of **15.00 feet** to a 1/2-inch iron rod with a "Mcgray & Mcgray" cap set in the proposed east right-of-way line of CR 366, being a west corner of this easement;
- 4) **THENCE, N 68°32'11" E**, along the proposed east right-of-way line of CR 366, crossing said 10 acre tract, a distance of **44.13 feet** to a 1/2-inch iron rod with a "Mcgray & Mcgray" cap set, 107.50 right of Engineer's Baseline Station 56+32.69, being an ell-corner in the west line of this easement;
- 5) **THENCE, N 21°34'16" W**, along the proposed east right-of-way line of CR 366, crossing said 10 acre tract, a distance of **40.86 feet** to a point (unable to set; under water at time of survey), being in the north line of said 10 acre tract and the south line of said 5.76 acre tract, 107.42 feet right of Engineer's Baseline Station 56+73.55, being the northwest corner of this easement, from which a 1/2-inch iron rod found at northwest corner of said 10 acre tract, being the southwest corner of said 5.76 acre tract, also being in the east margin of CR 366 bears S 68°02'29" W, a distance of 44.15 feet;
- 6) **THENCE, N 68°02'29" E**, along the north line of said 10 acre tract, a distance of **15.00 feet** to the **POINT OF BEGINNING**, and containing 1,501 square feet (0.0345 of one acre) of land, more or less.

All bearings and coordinates shown are based on the Texas Coordinate System (TCS), Central Zone (4203), North American Datum 1983 (NAD 83) 2011 Adjustment, Epoch 2010.00. All distances and coordinates shown are surface and may be converted to grid by dividing by a combined scale factor of 1.00011. All measurements are in U.S. Survey Feet.

EXHIBIT A

County: Williamson
Highway: County Road 366
Project Limits: From Carlos G. Parker Blvd. to Chandler Rd.

Page 3 of 5
May 21, 2021

PROPERTY DESCRIPTION FOR EASEMENT 22E

A parcel plat of even date was prepared in conjunction with this property description.

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

That I, Troy R. Thomas, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, this the 21st day of May, 2021 A.D.

SURVEYED BY:

McGRAY & McGRAY LAND SURVEYORS, INC.
3301 Hancock Dr., Ste. 6 Austin, TX 78731 (512) 451-8591
TBPELS Survey Firm# 10095500

PRELIMINARY

This document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.

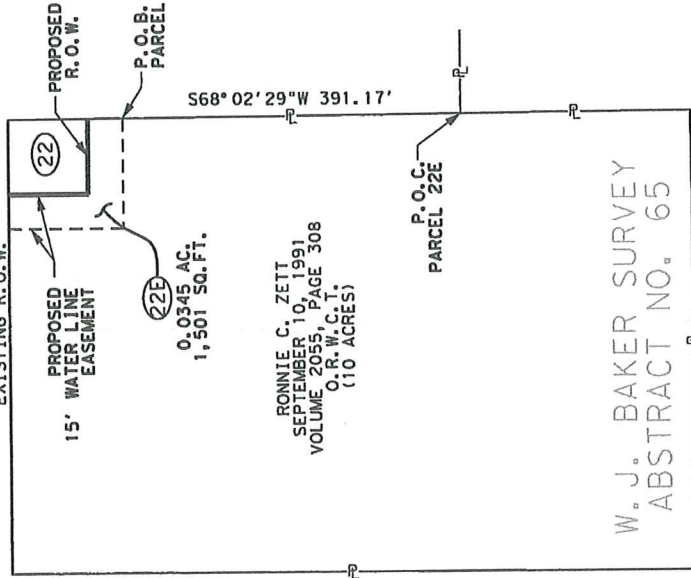
Troy R. Thomas, Reg. Professional Land Surveyor No. 6130
2020/Descriptions/CR 366 Williamson County/Parcel 22E

LEGEND

- FOUND TxDOT TYPE I MONUMENT
- FOUND IRON ROD (1/2" UNLESS NOTED)
- FOUND IRON PIPE (1/2" UNLESS NOTED)
- △ CALCULATED POINT, NOT SET
- 1/2" IRON ROD W/ "MCGRAY & MCGRAY" CAP SET (UNLESS NOTED)
- (XXX) RECORD INFORMATION
- PROPERTY LINE (OWNERSHIP DIVISION)
- APPROXIMATE SURVEY LINE
- DEED LINE (OWNERSHIP IN COMMON)
- DISTANCE NOT TO SCALE (N.T.S.)
- POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- R.O.W. RIGHT-OF-WAY
- N.T.S. NOT TO SCALE
- B.L. BUILDING SETBACK LINE
- D.R.W.C.T. DEED RECORDS WILLIAMSON COUNTY, TEXAS
- O.R.W.C.T. OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
- O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
- P.R.W.C.T. PLAT RECORDS WILLIAMSON COUNTY, TEXAS
- ① PARCEL NUMBER FOR R.O.W. ACQUISITION

**SAMUEL PHARASS SURVEY
ABSTRACT NO. 496**

**CR 366
(R.O.W. WIDTH VARIES)**
APPROXIMATE A-496
SURVEY LINE A-65
EXISTING R.O.W.



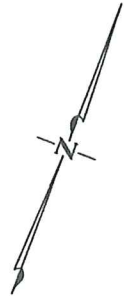
PROPERTY INSET
NOT TO SCALE

NOTES:

1. ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983. 2011 ADJUSTMENT. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A COMBINED ADJUSTMENT FACTOR OF 1.00011. UNITS: U.S. SURVEY FEET.
 2. THIS SURVEY WAS PREPARED WITH THE BENEFIT OF A TITLE COMMITMENT PROVIDED BY TITLE RESOURCES GUARANTY COMPANY IN JULY 2020.
 3. ABSTRACTING AND FIELD SURVEYING WERE PERFORMED FROM JANUARY 2020 THROUGH MAY 2021.
 4. PLANIMETRICS SHOWN HEREON WERE COLLECTED BETWEEN SEPTEMBER 2017 AND DECEMBER 2017.
 5. THIS PARCEL PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.
- I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

PRELIMINARY
This document shall not be recorded for any purpose and shall not be used or relied upon as a final survey document.

TROY R. THOMAS, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6130
DATE: 5/21/2021



THE SURVEY SHOWN WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. 2025858-GTN ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE JUNE 1, 2020, ISSUED DATE JUNE 10, 2020.

10. THE FOLLOWING MATTERS AND ALL TERMS OF THE DOCUMENTS CREATING OR OFFERING EVIDENCE OF THE MATTERS:
 - A. TEXAS POWER & LIGHT COMPANY ELECTRIC EASEMENT DESCRIBED IN VOLUME 286, PAGE 398, DEED RECORDS, WILLIAMSON COUNTY, TEXAS- UNABLE TO PLOT
 - B. TEXAS POWER & LIGHT COMPANY ELECTRIC EASEMENT DESCRIBED IN VOLUME 299, PAGE 636, DEED RECORDS, WILLIAMSON COUNTY, TEXAS- UNABLE TO PLOT
 - C. JONAH WATER SUPPLY CORP. WATER LINE EASEMENT DESCRIBED IN VOLUME 564, PAGE 62, DEED RECORDS, WILLIAMSON COUNTY, TEXAS- UNABLE TO PLOT

REVISIONS

DEED	ACQUISITION	REMAINING RT
10 AC. 435,600 SQ.FT.	N/A	9.96 AC. 433,805 SQ.FT.

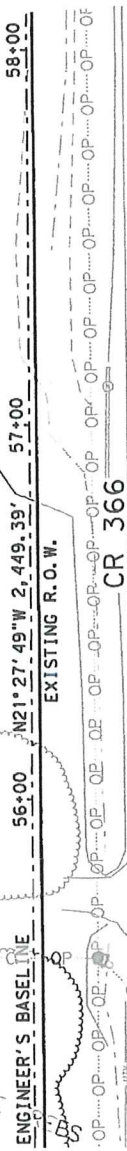
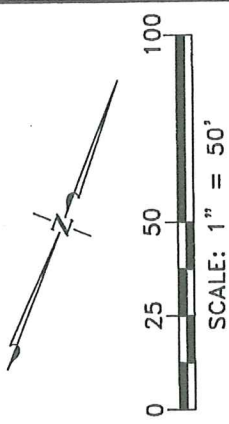
**MCGRAY & MCGRAY
LAND SURVEYORS, INC.**
TBPELS SURVEY FIRM # 10095500
3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
(512) 451-8591

**PARCEL PLAT SHOWING
PROPOSED EASEMENT AT
PARCEL 22E**
CR 366 - CARLOS G. PARKER BLVD.
TO CHANDLER RD.
WILLIAMSON COUNTY, TEXAS

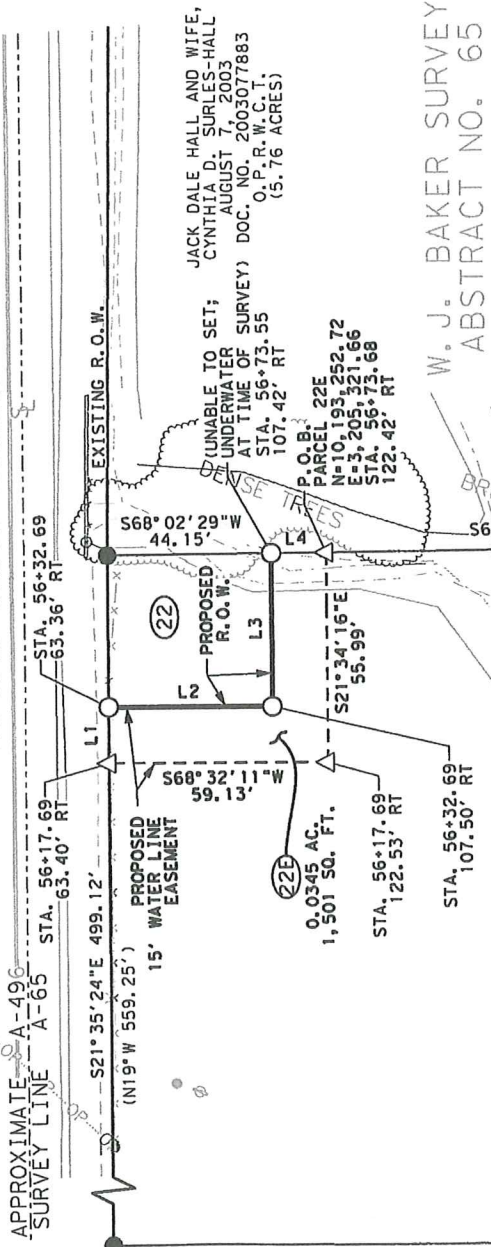
DATE: MAY 2021 SCALE: N.T.S.

SAMUEL PHARASS SURVEY
ABSTRACT NO. 496

EVELYN M. VITTEK
SEPTEMBER 12, 2007
DOC. NO. 2007087053
O.P. R. W. C. T.
(TRACT TWO-41.88 ACRES)



CR 366
(R.O.W. WIDTH VARIES)



JACK DALE HALL AND WIFE,
CYNTHIA D. SURLS-HALL
AUGUST 7, 2003
DOC. NO. 2003077883
O.P. R. W. C. T.
(5.76 ACRES)

UNABLE TO SET;
UNDERWATER
AT TIME OF SURVEY
STA. 56+73.55
107.42' RT

W. J. BAKER SURVEY
ABSTRACT NO. 65

RONNIE C. ZETT
SEPTEMBER 10, 1991
VOLUME 2055, PAGE 308
O.P. R. W. C. T.
(10 ACRES)

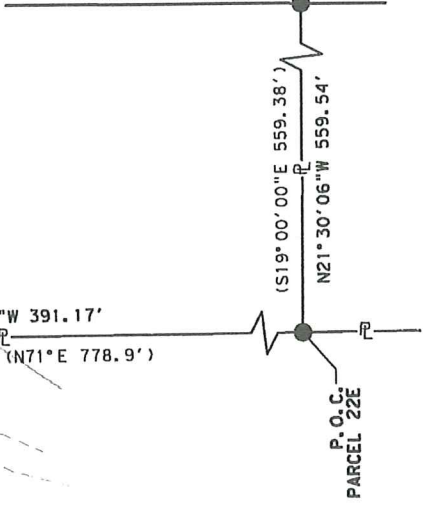
D&L LAND DEVELOPMENT, LLC
FEBRUARY 6, 2019
DOC. NO. 2019009739
O.P. R. W. C. T.
(50.29 ACRES)
SAVE & EXCEPT 4.581 ACRES)

LINE	BEARING	DISTANCE
L1	N21°35'24"W	15.00'
L2	N68°32'11"E	44.13'
L3	N21°34'16"W	40.86'
L4	N68°02'29"E	15.00'

McGRAY & McGRAY
LAND SURVEYORS, INC.
TBPELS SURVEY FIRM # 10095500
3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
(512) 451-8591

PARCEL PLAT SHOWING
PROPOSED EASEMENT AT
PARCEL 22E
CR 366 - CARLOS G. PARKER BLVD.
TO CHANDLER RD.
WILLIAMSON COUNTY, TEXAS

CR 367
(R.O.W. WIDTH VARIES)
EXISTING R.O.W.



DATE: MAY 2021 SCALE: 1"=50'