

Sheets & Crossfield, PLLC

ATTORNEYS AT LAW

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

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meghan@scrrlaw.com

August 11, 2021

D&L Land Development, LLC
2950 Joe Dimaggio Blvd.
Round Rock, TX 78665

Re: Williamson County—CR 366
Jonah SUD waterline easement
Parcel No.: 7WE

Dear Mr. Truong:

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 5,488 SF, and in the form as set out in Exhibit "A" attached hereto and incorporated herein, County shall pay Owner the sum of **\$5,270.00** 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 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,

A handwritten signature in blue ink, appearing to read 'Meghan Drone', with a long, sweeping horizontal line extending to the right.

Meghan Drone
Sheets & Crossfield, PLLC

AGREED:

D&L LAND DEVELOPMENT, LLC

_____

Dean Truong

Dinh

Date: _____

ACCEPTED AND AGREED:

WILLIAMSON COUNTY, TEXAS

By: _____

Bill Gravell, Jr.

County Judge

Date: _____

EXHIBIT "A" FORM OF EASEMENT FOLLOWS

EXHIBIT A

County: Williamson

Highway: County Road 366

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

Page 3 of 8

June 4, 2021

PROPERTY DESCRIPTION FOR EASEMENT 7E

PART 2

COMMENCING at a 1/2-inch iron rod found at the northwest corner of said 50.29 acre (save and except 4.581 acres) tract and the southwest corner 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.), being in the east margin of CR 366;

THENCE, S 21°42'37" E, along the west line of said 50.29 acre (save and except 4.581 acres) tract, with the east margin of CR 366, a distance of 549.77 feet to a point, being the northwest corner of this easement, for the **POINT OF BEGINNING**, 66.86 feet right of CR 366 Engineer's Baseline Station 45+68.80, and 245.03 feet left of Carlos G. Parker Engineer's Baseline Station 120+61.37, and having Surface Coordinates of North=10,192,204.14, East=3,205,674.24;

- 1) **THENCE**, S 65°49'00" E, crossing said 50.29 acre (save and except 4.581 acres) tract, a distance of **85.86 feet** to a point, 126.89 feet right of CR 366 Engineer's Baseline Station 45+07.41, and 185.00 feet left of Carlos G. Parker Engineer's Baseline Station 121+22.76, being a north corner of this easement;
- 2) **THENCE**, N 69°49'25" E, crossing said 50.29 acre (save and except 4.581 acres) tract, a distance of **36.79 feet** to a point, 163.67 feet right of CR 366 Engineer's Baseline Station 45+06.58, and 185.00 feet left of Carlos G. Parker Engineer's Baseline Station 121+59.55, being the northeast corner of this easement;
- 3) **THENCE**, S 20°10'33" E, crossing said 50.29 acre (save and except 4.581 acres) tract, a distance of **15.00 feet** to a point in the proposed east right-of-way line of CR 366, 163.33 feet right of CR 366 Engineer's Baseline Station 44+91.58, and 170.00 feet left of Carlos G. Parker Engineer's Baseline Station 121+59.55, being the southeast corner of this easement;
- 4) **THENCE**, S 69°49'25" W, along the proposed east right-of-way line of CR 366, crossing said 50.29 acre (save and except 4.581 acres) tract, a distance of **42.91 feet** to a 1/2-inch iron rod with a "Mcgray & Mcgray" cap set, 120.44 feet right of CR 366 Engineer's Baseline Station 44+92.55, and 170.00 feet left of Carlos G. Parker Engineer's Baseline Station 121+16.65, being a south corner of this easement;

EXHIBIT A

County: Williamson

Highway: County Road 366

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

Page 4 of 8

June 4, 2021

PROPERTY DESCRIPTION FOR EASEMENT 7E

- 5) **THENCE, N 65°49'00" W**, along the proposed east right-of-way of CR 366, crossing said 50.29 acre (save and except 4.581 acres) tract, a distance of **76.50 feet** to a 1/2-inch iron rod with a "Mcgray & Mcgray" cap set in the east margin of CR 366, 66.96 feet right of CR 366 Engineer's Baseline Station 45+47.25 and 223.49 feet left of Carlos G. Parker Engineer's Baseline Station 120+61.95, being the southwest corner of this easement;
- 6) **THENCE, N 21°42'37" W**, along the west line of said 50.29 acre (save and except 4.581 acres) tract, with the east margin of said CR 366, a distance of **21.55 feet** to the **POINT OF BEGINNING** and containing 1,816 square feet (0.0417 of one acre) of land, more or less.

Part 1 3,672 square feet (0.0843 of one acre)

Part 2 1,816 square feet (0.0417 of one acre)

Total 5,488 square feet (0.1260 of one acre)

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 5 of 8
June 4, 2021

PROPERTY DESCRIPTION FOR EASEMENT 7E

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 4th day of June, 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 7E

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)
- RECORD INFORMATION
- PROPERTY LINE (OWNERSHIP DIVISION)
- APPROXIMATE SURVEY LINE
- DEED LINE (OWNERSHIP IN COMMON)
- DISTANCE NOT TO SCALE (N.T.S.)
- POINT OF BEGINNING
- POINT OF COMMENCEMENT
- RIGHT-OF-WAY
- NOT TO SCALE
- BUILDING SETBACK LINE
- DEED RECORDS WILLIAMSON COUNTY, TEXAS
- DEED RECORDS WILLIAMSON COUNTY, TEXAS
- OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
- OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
- PLAT RECORDS WILLIAMSON COUNTY, TEXAS
- PARCEL NUMBER FOR R.O.W. ACQUISITION

(XXX)

P.O.B.

P.O.C.

R.O.W.

N.T.S.

B.L.

D.R.W.C.T.

O.R.W.C.T.

O.P.R.W.C.T.

P.R.W.C.T.

(1)

NOTES:

- 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.
- THIS SURVEY WAS PREPARED WITH THE BENEFIT OF A TITLE COMMITMENT PROVIDED BY TITLE RESOURCES GUARANTY COMPANY IN JULY 2020.
- ABSTRACTING AND FIELD SURVEYING WERE PERFORMED FROM JANUARY 2020 THROUGH MAY 2021.
- PLANIMETRICS SHOWN HEREON WERE COLLECTED BETWEEN SEPTEMBER 2017 AND DECEMBER 2017.
- 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 is not to be used for any purpose other than that for which it was prepared and should not be used as evidence in any legal proceeding.

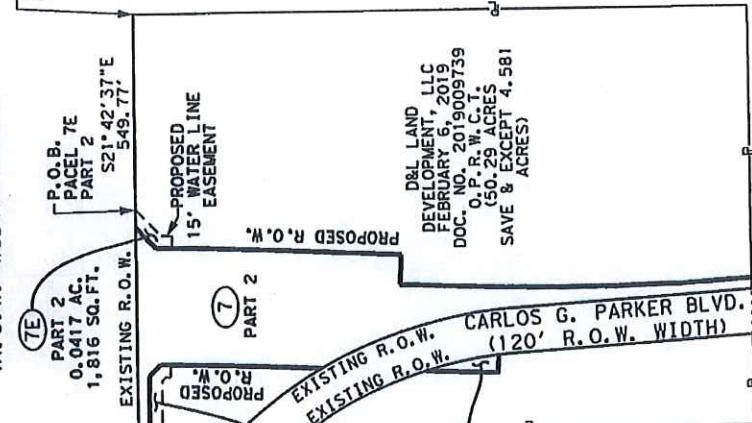
TROY R. THOMAS, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6130

6/4/2021

DATE

W. J. BAKER SURVEY ABSTRACT NO. 65

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



PROPERTY INSET
NOT TO SCALE

LINE	BEARING	DISTANCE
L1	S68°17'07"W	217.34'

P.O.C.
PARCEL 7E
PART 2

P.O.B.
PARCEL 7E
PART 2

S21°42'37"E
549.77'

PROPOSED 15' WATER LINE EASEMENT

PROPOSED R.O.W.

PARCEL 7E
PART 2

0.0417 AC.
1,816 SQ. FT.

EXISTING R.O.W.

PARCEL 7E
PART 1

P.O.B.
PARCEL 7E
PART 1

P.O.C.
PARCEL 7E
PART 1

0.0843 AC.
3,672 SQ. FT.

PROPOSED 15' WATER LINE EASEMENT

EXISTING R.O.W.

PARCEL 7E
PART 1

0.0417 AC.
1,816 SQ. FT.

EXISTING R.O.W.

PARCEL 7E
PART 2

0.0417 AC.
1,816 SQ. FT.

EXISTING R.O.W.

PARCEL 7E
PART 2

0.0417 AC.
1,816 SQ. FT.

EXISTING R.O.W.

PARCEL 7E
PART 2

0.0417 AC.
1,816 SQ. FT.

EXISTING R.O.W.

PARCEL 7E
PART 2

0.0417 AC.
1,816 SQ. FT.

EXISTING R.O.W.

PARCEL 7E
PART 2



THE SURVEY SHOWN WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. 2022441-GTN ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE MAY 8, 2020, ISSUED DATE MAY 18, 2020.

10. THE FOLLOWING MATTERS AND ALL TERMS OF THE DOCUMENTS CREATING OR OFFERING EVIDENCE OF THE MATTERS:

- JONAH WATER SUPPLY CORP. WATER LINE EASEMENT AS DESCRIBED IN VOLUME 564, PAGE 52, DEED RECORDS, WILLIAMSON COUNTY, TEXAS- UNABLE TO PLOT
- TEXAS POWER & LIGHT COMPANY AND SOUTHWESTERN BELL TELEPHONE ELECTRIC AND/OR TELEPHONE LINES AND SYSTEMS EASEMENT AS DESCRIBED IN VOLUME 600, PAGE 99, DEED RECORDS, WILLIAMSON COUNTY, TEXAS- AFFECTS AS SHOWN
- STATE OF TEXAS EASEMENT FOR HIGHWAY PURPOSES AS DESCRIBED IN VOLUME 766, PAGE 785, DEED RECORDS, WILLIAMSON COUNTY, TEXAS- DOES NOT AFFECT

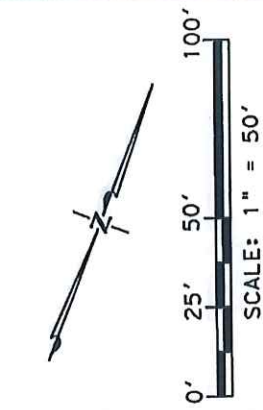
REVISIONS

TOTAL OF PART 1 AND PART 2		
CALCULATED	ACQUISITION	REMAINING
45.71 AC. (1,991,084 SQ. FT.)	N/A	39.54 AC. (1,722,239 SQ. FT.)

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

PARCEL PLAT SHOWING
PROPOSED EASEMENT AT
PARCEL 7E
CR 366 - CARLOS G. PARKER BLVD.
TO CHANDLER RD.
WILLIAMSON COUNTY, TEXAS

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



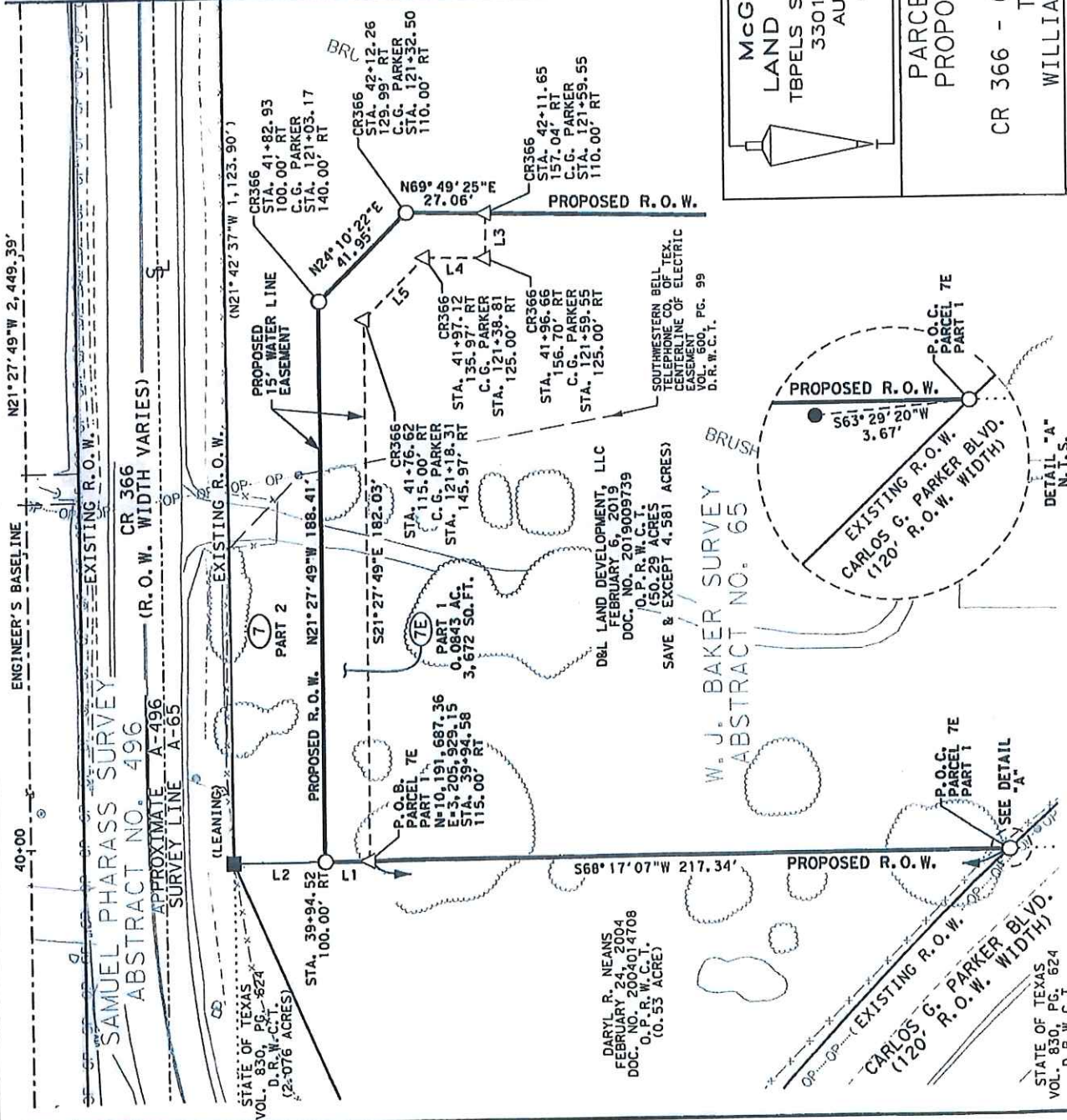
MATCHLINE SEE PAGE 8

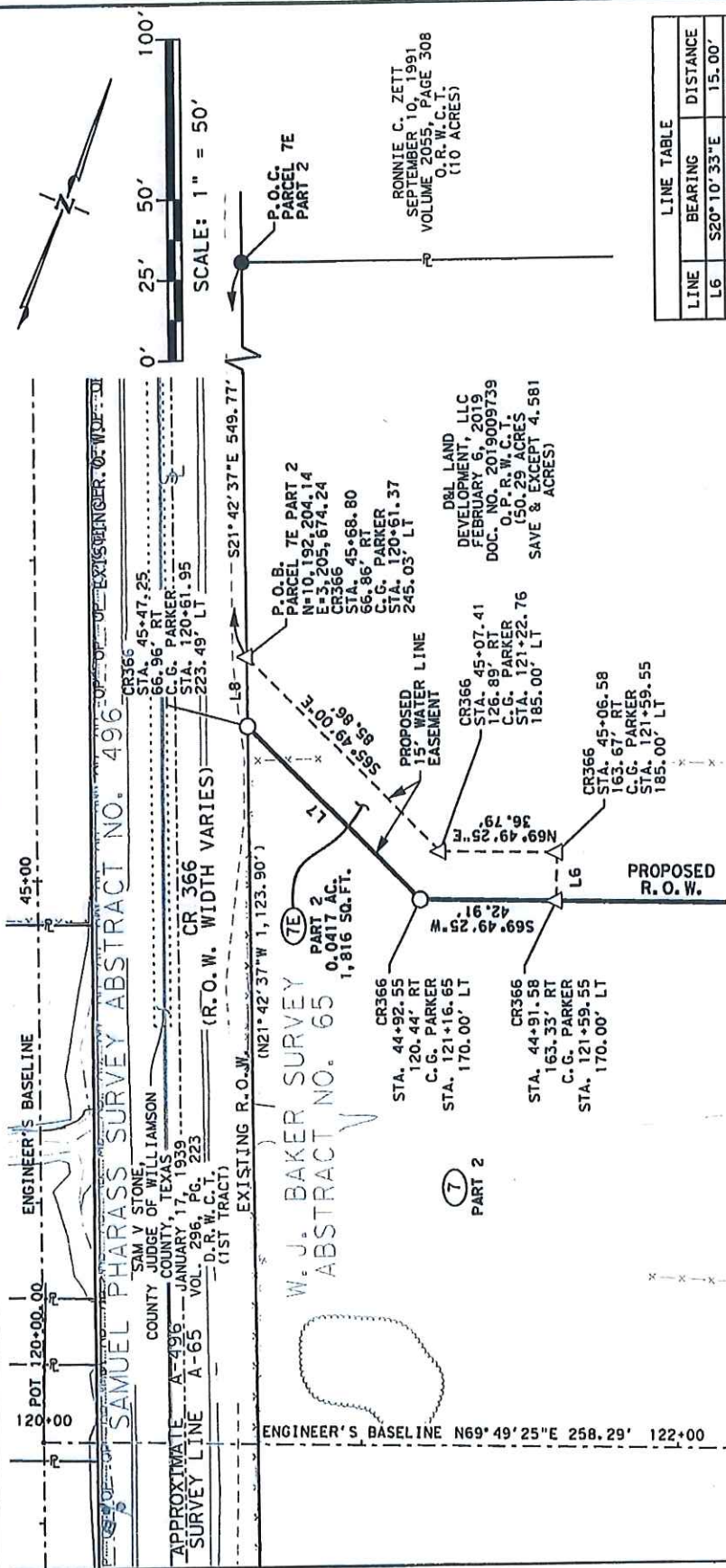
LINE	BEARING	DISTANCE
L1	S68°17'07"W	15.00'
L2	S68°17'07"W	30.67'
L3	S20°10'33"E	15.00'
L4	S69°49'25"W	20.74'
L5	S24°10'22"W	29.33'

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 TBPELS SURVEY FIRM # 10095500
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PARCEL PLAT SHOWING
 PROPOSED EASEMENT AT
 PARCEL 7E
 CR 366 - CARLOS G. PARKER BLVD.
 TO CHANDLER RD.
 WILLIAMSON COUNTY, TEXAS

DATE: JUNE 2021 SCALE: 1"=50'





LINE	BEARING	DISTANCE
L6	S20°10'33"E	15.00'
L7	N65°49'00"W	76.50'
L8	N21°42'37"W	21.55'

McGRAY & McGRAY
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**PARCEL PLAT SHOWING
 PROPOSED EASEMENT AT
 PARCEL 7E
 CR 366 - CARLOS G. PARKER BLVD.
 TO CHANDLER RD.
 WILLIAMSON COUNTY, TEXAS**

DATE: JUNE 2021 **SCALE: 1"=50'**

MATCHLINE SEE PAGE 7

WATERLINE EASEMENT

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

GRANT OF EASEMENT:

D & L Land Development, LLC, a Texas Limited Liability company ("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 0.1260 of one acre (5,488 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 ____ day of _____, 2021.

[signature page follows]

GRANTOR:

D & L Land Development, LLC, a Texas Limited Liability company

By: Dinh Truong

Printed Name: Dinh Truong

Title: Managing Member

Acknowledgment

STATE OF TEXAS

COUNTY OF WILLIAMSON

This instrument is acknowledged before me on the 12th day of August, 2021, by Dinh Truong 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