INTERLOCAL AGREEMENT REGARDING RELOCATION OF WATER SYSTEM IMPROVEMENTS CR 366

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

THIS INTERLOCAL AGREEMENT REGARDING RELOCATION OF WATER SYSTEM IMPROVEMENTS ("Agreement") is entered into between Jonah Special Utility District (the "District") and Williamson County, a political subdivision of the State of Texas (the "County"). In this Agreement, the District and the County are sometimes individually referred to as "a Party" and collectively referred to as "the Parties".

WHEREAS, the County is and has been in the process of designing and improving CR 366, the location of which is shown on Exhibit "A", attached hereto (the "County Project"); and

WHEREAS, some of the proposed County Project includes the widening of the right-ofway into easements in which the District's water system improvements are or will be located; and

WHEREAS, the Parties have determined that, because of the County Project, the relocation of District water lines is necessary (the "Relocation Project"); and

WHEREAS, plans and specifications for the relocation of the District water lines affected by the County Project are attached hereto as Exhibit "B" (the "Plans"); and

WHEREAS, this Agreement sets forth the terms and conditions pursuant to which the County will relocate the District's waterlines in certain segments of the County Project.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and agreements of the Parties contained in this Agreement, the Parties agree as follows:

I. GENERAL PROVISIONS

- **1.01 General**. The purpose of this Agreement is to provide for the County's relocation and construction of the Relocation Project caused by the County's construction of the County Project.
- **1.02** County Relocation of Waterlines. The County must, at its own expense, pay all costs related to the Relocation Project in accordance with the Plans. As stated below, the County must reimburse the District for all costs related to the design of the Plans according to the percentages as set out herein.

- 1.03 County to Obtain Easements. The County must acquire at its own expense all necessary easements required by the District for the Relocation Project as shown in the Plans and as identified in Section 2.03 below. This agreement specifically allows the County's right-of-way attorneys to acquire easements by eminent domain, if necessary, on behalf of the District. The form of the easement must be approved by the District prior to acquisition. The District is not responsible for costs associated with easement acquisition for the County Project or Relocation Project.
- **1.04 County to Obtain Permits.** The County must secure all permits required for construction of the County Project and the Relocation Project, and for the costs associated with the permits. The District is not responsible for costs associated with permitting of the County Project or Relocation Project.
- **1.05 District Obligations.** The District is responsible for the design of the Plans, including specifications. The District will submit invoices for design costs to the County, and the County must reimburse 64.58% of the District's costs pursuant to the Prompt Payment Act, Chapter 2251 of the Texas Government Code.
- **1.06** Continuation of Service. The County agrees that both the County Project and the Relocation Project must be undertaken so as to minimize any disruption of water service to existing customers of the District and will not result in the prolonged loss of water service to any such customers.

II. CONSTRUCTION OF PROJECT

- **2.01 General**. The Parties mutually acknowledge and agree that the County will, at its own expense, construct all physical improvements that constitute the County Project and the Relocation Project. The County and the District agree that the County is responsible for 64.58% of the construction costs of the Relocation Project and the District is responsible for 35.42% of the construction costs of the Relocation Project. Collectively, these shares are referred to as the Construction Costs. All design costs are included within the Construction Costs.
- **2.02** Calculation of Betterment Costs. The District's engineer has determined betterment ratio percentages by calculating the Engineer's Opinion of Probable Cost ("EOPC") for the construction of water lines that are larger than the original lines they are replacing ("betterment construction") and the EOPC for the construction of water lines that are the same size as the original lines ("'like-kind' replacement construction"), then by determining the percentage of the "like-kind" cost versus the betterment cost. The County's engineer has approved the project betterment percentage ratio of 26.86%.
- 2.03 Assignment of Easements. The County has, at its own expense, acquired easements for the following parcels as described in Exhibit "C", attached hereto: "Zett Waterline Easement," "D&L Land Development, LLC Waterline Easement," "Walther Family LP Waterline Easement," "Vittek Waterline Easement," "Binstor LLC Waterline Easement," "S. Dowdy, Inc. Waterline Easement," "Kroschewsky Waterline Easement," and "Hall Waterline Easement." The easements' locations and widths have been agreed on by the District and the County, and any

easements not granted directly to the District shall be assigned by the County and accepted by the District upon completion of construction of the Relocation Project.

- **2.04 Payment and Maintenance**. The District's share of the Construction Costs will be due and payable to the County 30 days after the District provides written acceptance of the completed Relocation Project. After acceptance, the District will own and maintain the facilities included within the Relocation Project.
- **2.05 Construction Plans**. The District must submit the Plans related to the Relocation Project, and any changes or modifications thereto, to the County for review and approval prior to the County commencing construction. The Relocation Project will be jointly bid and constructed as part of the County Project.
- **2.06 Inspection**. The District may inspect the relocation of the waterlines during construction. If the District's inspectors determine that the construction by the County is not in accordance with the approved Plans and upon receipt of such notification from the District, the County must cease construction until the deficiency can be identified and a corrective plan of construction implemented with the written agreement of the District.
- **2.07 Insurance, Bonds and Warranties.** The County must require the contractor for the County Project to name the District as an additional insured on any policies related to the County Project or Relocation Project. The County must require the contractor to provide performance bonds, payment bonds and maintenance bonds in favor of the District for the County Project and Relocation Project in amounts satisfactory to the District. The County must transfer any warranties for the Relocation Project to the District upon final completion and the District's written acceptance of the Relocation Project.
- **2.08 Betterment Costs.** Any betterments requested by the District will be included in the Plans, and the District will solely be responsible for all costs associated with the betterments.
- **2.09** Other Costs. The County must reimburse the District for 64.58% all costs incurred by the District for inspections, permitting, engineering and legal services related to the Relocation Project in accordance with the Texas Prompt Payment Act.
- **2.10 As-Built Drawings.** Upon completion of construction of the Relocation Project, County will provide District with the as-built drawings of the Relocation Project.

III. DISPUTES

3.01 Material Breach; Notice and Opportunity to Cure.

(a) In the event that one Party believes that another Party has materially breached one of the provisions of this Agreement, the non-defaulting Party must make written demand to cure and give the defaulting Party up to 30 days to cure such material breach or, if the curative action cannot reasonably be completed within 30 days, the defaulting Party must commence the curative action within 30 days and thereafter diligently pursue the curative action to completion. Notwithstanding the foregoing, any matters specified in the default notice that may be cured solely

by the payment of money must be cured within 10 days after receipt of the notice. This applicable time period must pass before the non-defaulting Party may initiate any remedies available to the non-defaulting party due to such breach.

- (b) Any non-defaulting Party must mitigate direct or consequential damage arising from any breach or default to the extent reasonably possible under the circumstances.
- (c) The Parties agree that they will negotiate in good faith to resolve any disputes and may engage in non-binding mediation, arbitration or other alternative dispute resolution methods as recommended by the laws of the State of Texas.
- **3.02** Equitable Relief. In recognition that failure in the performance of the Parties' respective obligations could not be adequately compensated in money damages alone, the Parties agree that after providing notice and an opportunity to cure in accordance with Section 3.01 above, the non-defaulting Party may request any court, agency or other governmental authority of appropriate jurisdiction to grant any and all remedies which are appropriate to assure conformance to the provisions of this Agreement. The defaulting Party will be liable to the other for all costs actually incurred in pursuing such remedies and for any penalties or fines as a result of the failure to comply with the terms including, without limitation, the right to obtain a writ of mandamus or an injunction requiring the governing body of the defaulting Party to levy and collect rates and charges or other revenues sufficient to pay the amounts owed under this Agreement.
- **3.03** Agreement's Remedies Not Exclusive. The provisions of this Agreement providing remedies in the event of a Party's breach are not intended to be exclusive remedies. The Parties retain, except to the extent released or waived by the express terms of this Agreement, all rights at law and in equity to enforce the terms of this Agreement.

IV. GENERAL PROVISIONS

- **4.01 Authority.** This Agreement is made in part under the authority conferred in Chapter 791, *Texas Government Code*.
- **4.02 Severability.** The provisions of this Agreement are severable and, if any provision of this Agreement is held to be invalid for any reason by a court or agency of competent jurisdiction, the remainder of this Agreement will not be affected and this Agreement will be construed as if the invalid portion had never been contained herein.
- **4.03 Payments from Current Revenues.** Any payments required to be made by a Party under this Agreement must be paid from current revenues available to the Party for such purpose.
- **4.04 Cooperation.** The Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement.
- **4.05 Effective Date.** This Agreement is effective from the date of execution by the authorized representative of each Party.

- **4.06 Entire Agreement.** This Agreement contains the entire agreement of the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter and only relates to those portions of the County Project or Relocation Project shown in the Plans.
- **4.07 Amendments.** Any amendment of this Agreement must be in writing and will be effective if signed by the authorized representatives of the Parties.
- **4.08 Applicable Law; Venue.** This Agreement will be construed in accordance with Texas law. Venue for any action arising hereunder will be in Williamson County, Texas.
- **4.09 Notices.** Any notices given under this Agreement will be effective if (i) forwarded to a Party by hand-delivery; (ii) transmitted to a Party by confirmed fax machine; or (iii) deposited with the U.S. Postal Service, postage prepaid, certified, to the address of the Party indicated below:

DISTRICT: Jonah Water Special Utility District

4050 FM 1660 Hutto, Texas 78634 Attn: General Manager Telephone: (512) 759-2983

With a copy to: John Carlton

The Carlton Law Firm, P.L.L.C. 4301 Westbank Drive, Suite B-130

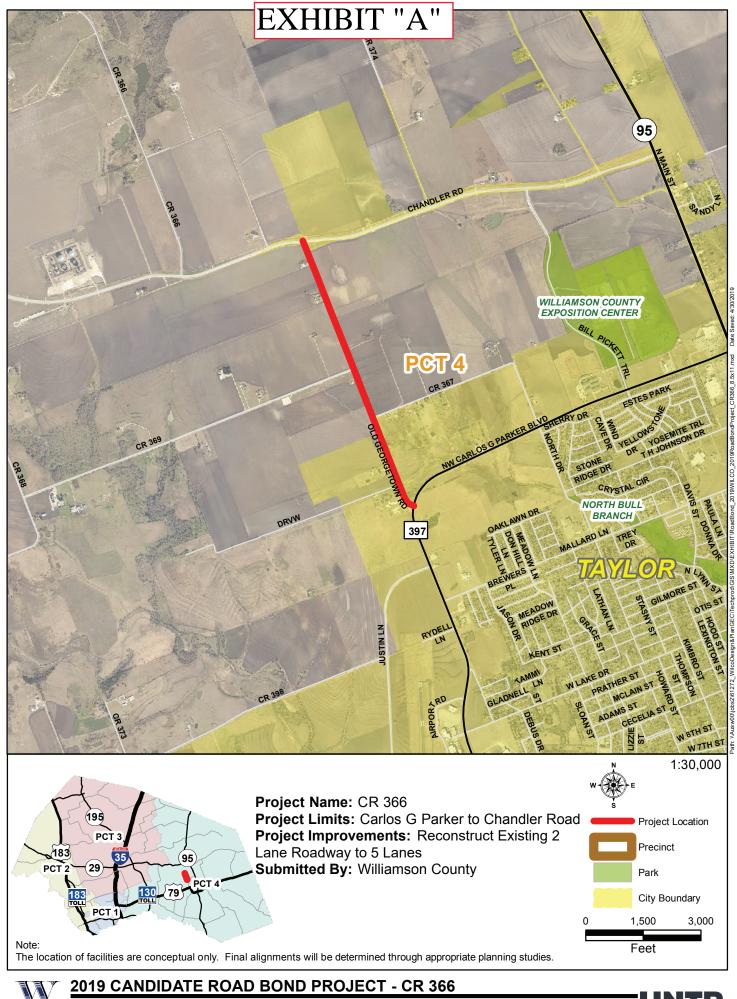
Austin, Texas 78746 Facsimile: (512) 900-2855 john@carltonlawaustin.com

COUNTY: Williamson County

710 Main Street, Suite 101 Georgetown, Texas 78626 Attn: County Auditor Telephone: (512) 943-1577

- **4.10 Counterparts; Effect of Partial Execution.** This Agreement may be executed simultaneously in multiple counterparts, each of which will be deemed an original, but all of which will constitute the same instrument.
- **4.11 Authority**. Each Party represents and warrants that it has the full right, power and authority to execute this Agreement.

ATTEST:	JONAH WATER SPECIAL UTILITY DISTRICT:
Certi	By: Bul F
	Printed Name: Bill Brown
	Title: General Manager
	Date: 11-15-22
ATTEST:	WILLIAMSON COUNTY:
	By:
Nancy Rister, County Clerk	Bill Gravell, Jr., County Judge
	Date:







HUTTO, 1-512-759-1286 PWS ID 246002 CCN ID 10970 4050 FM 1660 TTO , TEXAS 78634

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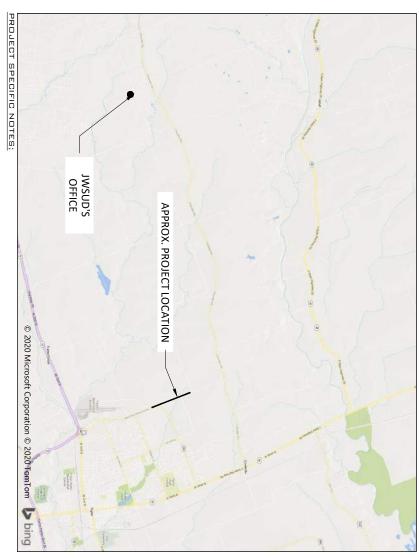
1. THESE PLANS DO NOT INDICATE DETAILED TOPOGRAPHY, IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO INSPECT THE PROJECT BEFORE SUBMITTING BIDS TO DETERMINE LOCATIONS OF VARIOUS TOPOGRAPHIC FEATURES THAT COULD EFFECT CONSTRUCTION METHODS

- CONTRACTOR SHALL NOTIFY
 HE TXDOT HIGHWAY MAINTENANGE FOREMAN
 AILWAY SUPERINTENDENT

- 3. THIS WATER DISTRIBUTION SYSTEM MUST BE CONSTRUCTED IN AGGORDANCE WITH THE CURRENT TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) RULES AND REGULATIONS FOR PUBLIC WATER SYSTEMS 30 TEXAS ADMINISTRATIVE CODE (TAC) CHAPTER 290 SUBCHAPTER D. .5. APPLICABLE UTILITY COMPANIES
 48 HOURS PRIOR TO STARTING CONSTRUCTION ON ANY HIGHWAY OR RAILROAD AND WHEN WORKING IN THE VICINITY OF ANY EXISTING UTILITIES, ALL WORK SHALL BE SUBJECT TO INSPECTION AND COMPLIANCE WITH THE ABOVE AUTHORITIES.
 .6 GENERAL ENGINEERING CONSULTANT
- ALL NEWLY INSTALLED PIPES AND RELATED PRODUCTS MUST CONFORM TO AMERICAN NATIONAL STANDARDS INSTITUTE/NATIONAL SANITATION FOUNDATION (ANSI/NSF) STANDARD 61 AND MUST BE CERTIFIED BY AN ORGANIZATION ACCREDITED BY ANSI.
- 5. NO PIPE WHICH HAS BEEN USED FOR ANY PURPOSE OTHER THAN THE CONVEYANCE OF POTABLE WATER SHALL BE ACCEPTED OR RELOCATED FOR USE IN ANY PUBLIC DRINKING WATER SUPPLY.
- 6. WATER TRANSMISSION AND DISTRIBUTION LINES MUST BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.

7. THE CONTRACTOR SHALL NOT PLACE THE PIPE IN WATER OR WHERE IT CAN BE FLOODED WITH WATER OR SEWAGE DURING ITS STORAGE OR INSTALLATION.

- ${\sf B.}$ COORDINATE ANY PLANNED INTERRUPTIONS TO SERVICE WITH THE APPLICABLE UTILITY PURVEYOR A MINIMUM ${\sf 48}$ HOURS IN ADVANCE
- ANY AND ALL OBJECTS THAT BECOME DAMAGED AND/OR DESTROYED BY THE CONSTRUCTION PROCESS SHALL BE REPLACED OR RESTORED TO A CONDITION EQUAL TO OR BETTER THAN THAT WHICH EXISTED JUST PRIOR TO THE INCIDENT OR INCIDENTS.
- 10. PROPERTY OWNERS SHALL HAVE ACCESS TO THEIR RESPECTED PROPERTY DURING THE CONSTRUCTION PROCESS. THE CONTRACTOR SHALL NOTIFY THE APPLICABLE PROPERTY OWNER IF PROPERTY ACCESS IS THE BE DENIED FOR ANY PERIOD OF TIME. THE CONTRACTOR SHALL TAKE STEPS TO ASSURE THAT ACCESS IS ACHIEVED IN THE PERIODS OF THE CONTRACTOR'S ABSENCE.
- . TRAFFIC CONTROL PLANS SHALL BE IN ACCORDANCE WITH TCP(1-1)-12 THROUGH TCP(1-6)-12; SEE WWW.DOT.STATE.TX.US/INSDTDOT/ORGCHART/CMD/CSERVE/STANDARD/TOC.HTM FOR SHEETS.



- SCHEDULE ALL PLANNED INTERRUPTIONS TO WATER SERVICE WITH JONAH WATER S.U.D. AT LEAST $48\,$ HOURS IN ADVANCE.
- 2. FIELD VERIFY DEPTH AND LOGATIONS OF ALL EXISTING APPLICABLE UTILITIES.
- 3. GOORDINATE AND GIVE PROPER NOTICE TO OWNER OF POSSIBLE INTERRUPTIONS TO SERVICE.
- 5. THE ROW LIMITS, UTILITY LOCATIONS, AND PROPOSED ROADWAY/DRAINAGE IMPROVEMENTS, ETC... WERE OBTAINED FROM WILLIAMSON GOUNTY'S REPRESENTATIVES, JONAH WATER NOR ITS REPRESENTATIVES SHALL BE LIABLE FOR THE ACCURACY OF THIS INFORMATION PROVIDED TO THEM. 4. ALL COMPONENTS OF THIS PROJECT SHALL BE INSTALLED PER THE MANUFACTURER'S RECOMMENDATIONS
- CONTRACTOR SHALL REFER TO THE ACTUAL EASEMENT DOCUMENTS FOR DESCRIPTIONS OF EASEMENTS REPRESENTED WITHIN THESE PLANS.

T.B.P.E. F-16387 P.O. BOX 24189 WACO, TX 76702

MILES@CAYOTECON.COM

Рн. 254-744-3439

439	438	437	436	435	434	433	432	431	430	429	428	
DETAILS	DETAILS	DETAILS	WATERLINE; STA. 33+00 TO 36+90	WATERLINE; STA. 26+50 TO 33+50	WATERLINE; STA. 20+00 TO 26+50	SERVICE CROSSING; CR 366 STA. 49+27	WATERLINE; STA. 6+50 TO 13+00	WATERLINE; STA. 0+00 TO 6+50	KEY MAP	TAKE OFF	GENERAL NOTES	SHEET INDEX:



APPROVED

DATE APPROVED

OWNER

7/6/22 DATE APPROVED

- 02 CR 366 UTILITY IMPROVEMENTS

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SHEET_427

(c) various portions of the work shall be performed on private property as shown in the drawings. The owner has ar is obtaining right of the performed the assentation, permanent assentation, permanent assentation to work of all potitions of private property requiring work (in addition to areas where there are property permanent assentances), unless noted otherwise in project special provisions. The contractor shall not a cockivities on their property, including an estimated duration that their property will be affected. Every effort shall be made by the controctor to aschedule work to minimize disruption to property owners. Upon competion of work (or places of work), private properties shall be restored to existing or better conditions; than that of those that existed just prior to the beginning of construction.

a construction of the property owner in list for tract information and essement statutes.

buried utilities structures may be encountered. Before exconditions are begun, the following entities shall be contacted for verification of utility per and field locations.

c. Water (City of Taylor): call the City of Taylor, 512–532–2066

b. Water (City of Taylor): call the clip of Taylor, 512–332–2066

c. Water (City of Taylor): call the clip of Taylor, 512–352–2066

d. Carl eterphone, electric, filter applic, all: call exess 811 at 800–344–8377

b. Carl eterphone electric than the contractor shall of this cost provide excoantion and possible shoring up of the conflicting utilities to do the following of the proposed dires in the proposed treath for the water lines and the existing utilities to the conflicting utilities, to allow for the trenching of the proposed water lines. The Contractor protect the existing utility line.

1) First the contractor shall be made and shall be subsidiary to the other applicable shoring up of the conflicting utilities which will either the contractor shall entry the resting utility ine.

2) If shoring of lines is required, the Contractor shall writy indications of all known exis <u>Iree Protection Requirements.</u>

1) Prior to construction, the contractor shall mark all trees that are to be protected (as indicated on p with cearly marked 4: tall aronge barricade fence and signage to protect the area under the canopy group of protected trees. The drip line is the outer extent of any branching and or leaves. At select or directed by the Owner, the tree protection limits may encroach within the dripline to accommodate ground penetration with support stakes at any location.

2) During construction, the contractor shall:

a) Prohibit employees and equipment from accessing areas within tree protection limits.

b) Prohibit cleaning of equipment or storage of materials and disposal of any waste material, including solvents, asphalt, concrete, mortar, etc., within tree protection limits.

c) Prohibit the disturbance or existing ground grades within tree protection limits.

c) Prohibit the disturbance of existing ground grades within tree protection limits.

d) Prohibit the disturbance of existing ground grades within tree protection limits.

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d) Prohibit the disturbance of existing ground grades within tree protection limits.

d) Prohibit the disturbance o 2)Contractor shall keep existing water and wastewater systems in service for the duratio improvements.

3)Contractor shall sow-out neat line where new povement adjoins existing povement to a)HMAC powing: sow-out neat line and place proposed HMAC flush with existing surface b)Curb & gutter: sow-out neat line and dowel into existing curb & gutter at limits. c)Driveway and sidewalks: sow-out neat line and place expansion joint at limits. 4) The Contractor 1 fences are to remain unless otherwise noted on the drawings, than that of those that existed just prior to the beginning of C and concrete pavement, bid and alternate bid).

d wastewater systems in se the Project's Engineer no additional the ated on plans or as di e canopy drip line of a s. At select trees, as s I be repaired to the ss directed by Owner)
of any protected tree or
as shown on the plans
ction. Do not exceed 24" 1) In accordance with the lows of the state of Texas and the U.S. Occupational: trenches over 5 feet in depth in either hard and stable or soft and unstable: supported. Furthermore, all trenches less than 5 feet in depth shall also be elmay be expected. Trench safety systems to be utilized for this project shall be 20 no accordance with the U.S. Occupational Safety and Health Administration regulated deep or more, adequate means of exit such as ladder or steps, must be feet of lateral travel. and equiphent needed to complete work.

20) Contractor shall obtain the necessary fittings required to connect existing and proposed pipelines in a manner that is approved by the fitting-plaeline manufactures, and at no additional cost to the Owner.

21) In locations where a vertical change in elevation occurs with the utilization of bends, that contractor shall restrain joints for a distance as required by the soil conditions prior to initial litting, and post last fitting used for the vertical change. The use of restrained joints does not eliminate the need for thrust blocking.

22) If during the construction process additional water services are discovered that are connected to a line that is to be abandoned, the contractor shall notify the Project is inspector and the Project Engineer for direction on how to proceed with the reconnection of the service.

23) Upright gate valves shall be used unless cover over pipe requires the use of horizontal style gate valves.

24) Contractor shall place valve, vault, and line markers all applicable locations.

24) Une markers are to be installed at location where the pipeline being installed is to cross in and/or out of R.O.W. <u>Drainage Construction Notes:</u>
1) Prior to find acceptance, all new or existing drainage structures and extensions shr.
2) Contractior may provide pre-cost or cost-in-place box culverts.
3) Joints between pre-cost concrete box culverts shall be pre-formed flexible joint se.
4) Place non-eradible material (pneumaticular) placed concrete, cement stabilized sand, so.
4) Place non-eradible material (pneumaticular) placed concrete, cement stabilized sand, temporary culvert/storm drain ends to minimize erasion, as directed by owner (sub-figure provided to splice safety pipe runners; must be one continuous pipe. nal Safety and Health Administrations Regulations, all be sail shall be sloped, shared, sheeted, braced or otherwise be sail shall be sloped, shared and movement electricity protected when hazardous ground movement lib be provided by the contractor.

Ill be provided by the contractor, and the provided shall be provided and locates so as to require no more than 25 be provided and locates so as to require no more than 25 shall be cleaned by the contractor (subsidiary). solants as described in TxDOT specifications. etc.) On channel bottom and side slopes at sidiary).

B)Protect mailboxes and other features located within the R.O.W. If features conflict with proposed construction, contractor shall protect, and reinstall features accordingly (temporary mailboxes may be required). Protecting installed features is subsidiary to written

protect, and reinsum review.

bid items.

9) Contractor shall not store materials, equipment or other construction items on adjacent consent of the property owner, the City, County and/or State (for within ROW).

10) The Contractor shall not place any waste materials in the 100-year Flood Plain. adjacent

11) The contractor shall protect all survey control during construction and be responsible for damaged control.
12) The contractor is responsible for performing all construction staking.
13) Contractor shall be responsible for protecting all property pins for the duration of construction. Any pins disturbed during construction shall be replaced by the contractor of no additional cost to the owner.
14) Contractor shall always maintain a clean construction site free from trash, litter, blowing debris, and silt runoff.
15) The contractor shall always maintain a clean construction that devolutes from the plans. The contractor shall keep occurred records of all construction that devolutes from the plans. The contractor shall free contractor shall be responsible for removing all trash and debris within the permanent and temporary easements. Clean—up shall be to the satisfaction of the property owner and or Owner.
17) Contractor shall install barrier sit tencing on the boundary of the temporary construction easement to serve as a barrier to avoid among property not contained within the easement and/or the temporary construction easement to serve as a barrier to original property not property owner construction experience to include a position of the property owner and or Owner.
17) Contractor shall install barrier sit tencing on the boundary of the temporary construction easement to serve as a barrier to avoid among property not borrier is utilized that will not impede the flow of runoff.

6 17)2) Barrier sit fencing that is to be installed with in existing yards shall use caution to avoid damoge to irrigation systems, septice.

17)3) Barrier silt fencing within cultivated fields shall first be discussed prior to its installation. with the property owner, so to allow them the systems, septic chance to harvest crops

Contractor to trench in such a manner as to separate topsoil, stockpile, and place on top layer of trench. When work requires a permit, the contractor shall follow the provisions of the permit. Pre-Construction Site Video: Before the start of any construction. Project shall be video recorded by the psystomitted to the Owner's Inspector. A pre-site video is to provide accurate documentation of the existing ac Pre-Construction Site Photographs: Before the start of any construction. The Project shall be photographed by h copy's submitted to the Owner's Inspector. A pre-site photographs are to provide accurate documentation of the Contractor with o ing conditions. led by the Contractor on of the existing

conditions.

20) Power Pole Bracing: Contractors should be advised that there are existing overhead utility poles along the project. Contractors should further be advised that if the distance from the outside face of a utility trench to the face of a utility pole is subject to broading, based on a determination made by utility pole owner. Coasts incurred by Contractor for bracing of these utility poles is made through a separate bid item, no additional payment shall be made. It is advisable for the Contractor in review the construction documents and visit the construction stile to determine potential impacts.

31) Holiday Werk: Contractors will not be allowed to perform work on Owner recognized holidays.

32) Holiday Werk: Contractors are required to notify the Owner/Project's Inspector 48 hours in advance to request weekend work. Submitted requests do not grant automatic acceptance of request.

33) All work installed without hidiogy/weekend approval will be subject to be uncovered for proper inspection, at no additional costs to the Owner/Project.

34) The contractor shall be responsible for training his employees and subcontractors in the recognition and avoidance of unsafe conditions, and in the regulations and hazards which apply to the area in which the work will take place.

35) All contract work in these drawings shall be carried out in accordance with the latest editions of the following national codes and standards:

ng Codes, 2012 (IBS2012).
of Civil Engineers (ASCE) 7- 02.
iy and Health Administration (OSHA).
ection Association (NFPA). representative, the contractor confine all construction activity, staging

rey, ine Contractor shall dispose of all materials removed which are materials shall be the responsibility of the contractor.

25) Unless prior permission is obtained from the owner's represental process, etc., within the limits of construction.

26) Adequate barricades, warnings and lighting will be employed for the Texas Manual of Uniform Control Devices for Streets and Highward C77) Excaptions shall not be made during inclement weather. Water before concrete is placed. ed for safely and traffic flow. Highways. Water accumulation in excava ≧ work be done shall be pumped ¥.

188) The contractor shall be solely responsible for the design and implementation of a trench safely program. I appoint a trench safely foreman who will always be an site while trenching or excavation is being performed. A backfill operations shall be in accordance with the latest (SSHA excavation safely standards, SSHA 2226 and 2 P. The contractor shall provide an excavation plan prepared by an engineer registered in the State of Texas. I indicate the procedures to be used by the contractor (comply with the OSHA requirements. The excavation is completent person "as required by paragraph 1926.651 (k)(i), within United States Department of Lador, that (29) Contractor shall state property from damage due to the progress of the work. Any damage to private repaired or replaced by the Contractor at his own expense.

191) The Contractor shall remove, replace, and restore to original condition, elevation, and according officeways and roads encountered during construct ion. All effects, and other existing improvements, including driveways and roads encountered during construction. All effects are stored immediately, lagress and egress to the property adjacent to construct ion shall be maintained by the

ic Control Plan (TCP)
e Controt shall be responsible to sul quirements and established standards, e Contractor will be required to keep tr e Contractor is responsible to monitor traffic r the p open plan a fork utility progre plan plan

The All (29 C)
The plan t will he contractor shall ll excavations and so CFR part 1926 subpart flee excavation plan shall blan shall identify the will work with each crew.

n, and location, all existing cu d during construct ion. All ent n shall be maintained by the C , mailboxes, s shall be

11

7) Existing fire hydrants, that are to be removed, shall remain the property of the Owner. Contractor's location of the Owner's desire (within the 20 miles). Topsail to be placed to fill voids created.

8) Existing gate vulves, that are to be removed and/or aboundaned, shall be be completely removed if the top of the ground, topsail shall be placed to fill void. If the operation nut is deeper than 19" then the valve stack and place topsail to fill void created.

9) Prior to tie-ns, any shutdowns of existing mains of any size must be coordinated with the Owner one week or more in advance of the shutdown. The Contractor must also provide a sequence of work of the additional cost to the project and it is the responsibility of the Contractor to sequence the work.

19)I) This shall include the Contractor excavating the tie-in location to confirm sizes, depths and alighments. lines shall be completed and in place including all

at 90-degree 9

Storm Water Pollution Prevention Plan (SWPPP)
1) The Contractor shall submit a SWPPP for review
established standards.
2) The Contractor is responsible to monitor the plan of the Contractor is responsible to ensure the Prof.
3) The Contractor is responsible to ensure the Prof.
beginning work.
4) The SWPPP Best Management Practices (BMPs)

r the plan as the work the Project's Engineer

review.

The

applicable City, State, and Federal requirements and

bmit modifications for review as needed. been provided a copy of the signed plans prior to

(BMPs)

approved

must

be installed

prior

and excavation activities.

approximately % from

Irrigation Revegetation and Stope Stubilization Notes:

1) Contractor shall locate, verify, and protect the working conditions of all existing irrigation Contractor shall employ by licensed irrigation enterties or plumber to perform all reconstruction with the same or better-quality systems; if in direct conflict with proposed construction with the same or better-quality sexisting graption systems shall be restored to equal or better condition which it was four substitutions of the bid items.

2) Provide temporary vegetation and watering as part of contractor's stormwater pollution polyal disturbed areas shall be permanently revegetated unless the location is utilized as a necessary to fully establish vegetation. Contractor shall check regularly to verify that cown and the shall be shall be permanently revegetated unless throughout construction, 5) The following guidance shall be used for permanent vegetation and sail stabilization:

1) At established lawns, place solid block sad matching existing grass type (Bermuda or S) Between back of curb and edge of sidewalk, place solid block sod (Bermuda or S) Place shall be shapes:

1) Place bermuda seed in all disturbed areas.

1) If steper than 6: 1, place soli retention blanket (spray-on application and Be d) Ditch channel side slopes:

1) If steper than 6: 1, place solid retention blanket (non-spray application) and Be d) If 6: 1 or flatter, place Bermuda seed.

2) If 8: 1 or flatter, place Bermuda seed.

2) If 8: 1 or flatter, place solid retention blanket (non-spray application) and Be (1) If shown on plans, place flexible channel liner.

1) Place steed shall immediately be watered with a minimum of 5 collans of water per solid branket shall be class 2 type g per TADOT item 169.

2) If 8: 1 or flatter, place solid class 1 type g per TADOT item 169.

3) If the black channel liner shall be class 2 type g per TADOT item 169.

Paing Construction Notes:

1) Contractor shall protect all existing and or proposed water, wastewater, and storm drain facilities throughout powing operations. Contractor shall protect all existing and or proposed water, wastewater, and storm drain facilities throughout powing operations. Contractor shall protect and object to finished group operations at no additional cost to the Owner. All manholes and voives falling within powerment area shall be adjusted to finished group and shall be subsidiary to other bid items.

2) Contractor shall protect all adjoining powerment uting construction. Damages shall be prepared at contractor's expense.

4) Asphalt powerment and/or concrete items shall be saw- cut where existing asphalt powerment or a concrete item is being partially removed. These cuts shall be vertical and made with a saw (1-1/2 deep).

5) At a minimum, powerment repair shall be saw- cut where existing asphalt powerment or a concrete item is being partially removed. These cuts shall be vertical and made with a saw (1-1/2 deep).

5) At a minimum, powerment repair shall consist of 2" of HARC and 12" of concrete subgrade if the existing powerment section is found to be thicker, the powerment the repair section shall be increased to match the existing section.

6) Unless noted otherwise, concrete for rip- rap, sidewalks and other miscellaneous site structures and/or site flatwork shall be normal weight and shall attain a minimum 28- day compressive strength of 3,000 pairs use gray Portland cement conforming to ASIM c 150 upon 190.

1) Type 1. Minimum cement content shall be 1/8". Provide 4 to 6 percent or- entrainment, conforming to ASIM c 150 upon 190.

2) Type 1. Minimum of ASIM C494, type a, d, or e. If flyash is to be used in the concrete mix, it shall be included in the mix design submitted. The amount of fly ash used shall be no greater than 15 to 20 percent by weight of the specified cement. In no case shall the Portland cement content of the normal shall be less than 4 sacks per yard. Concrete shall n

Water Construction Notes:

) Confractor stall keep existing water main
construct as much proposed waterline as
a) Temporary water services to meters m
applicable line work.
b) Connections made to existing services
b) Connections made to existing services iin and private service I us possible prior to tyin may be required in som tying some while main 1 the e constructing proposed we n and reconnecting service cost of such shall be s the cost of the

7)Broadcast seed shall immediately be water with a minimum of 5 gallons of water of 10 gallons per square yard. Until the grass in uniformly 1 inch in height. So a gallons of water per square yard, then weekly at a minimum rate of 6 gallons per inches in height. When allowed by engineer, watering may be postponed for one wee site. Do not cause damage by over watering.

8)Prior to placing block sod, contractor shall blade and rake smooth topsall. Sod sha runoff.

otater per square yard, then weekly at a minimum rate distall immediately be watered with a minimum of 5 per square yard weekly until the grass in uniformly 2 week when rainfall of 1 inch or greater occurs on the

and Bermuda

shall not be placed such that it impedes drainage

Special Motes:

3 Special Motes:

1) Owner shall be responsible for materials testing in accordance with applicable sp. owner and testing agency. Contractor shall bear the cost for re-tests due to fo owner and testing agency. Provided the special special

obstructions

ifications. Contractor shall coordinate testing with g tests.

b) Connections made to existing services and existing fire lines will be required to wait until such time that the CP No. 11D's supporting plant projects are in place and in operation. Owner may elect to suspend the Contract time, till such projects are in full operation. No extra monies shall be poid in the event a suspension of time, to this Contract, coccurs.

The Contractor is hereby notified that connecting to, shutting down, or terminolation existing utility lines, may have to occur at off-peak hours. Such hours are usually outside normal working hours and possibly between 12 ann and 6 am.

3) Pipe maderal for water mains shall be as equired for the project. PVC (NWWA C-900/955, min. class 200), and Ductile Iron (AWWA C-150/151, min. Class 200). Water services (2 or tess) shall be polyethylarine tubing (200 psi, IRP 9).

4) The Contractor shall explore you increase plumber to perform an exposuration of the utility's Owner.

5) Contractor shall explore you increase plumber to perform and provide service lines, if in direct conflict with proposed construction with the same or better-quality material and appartenances. Damage to existing private service lines shall be restored to equal or better condition which it was found prior to construction. All work shall be subsidiary to other but items.

7) The Contractor are private in provides about provide shall be provided to shall provide and approved or construction of the private size of the meter and wrift, the system is condition which it was to gapeas, shall perform disinfection of all potable water lines sonstructed and shall provide all equipment (including test gauges), suspites final dainy concentrated shorine distinction material), and necessary along required for the distinction of sonstruction and explore small be collected by the Owner.

7) The Contractor is the populary and the shall be related in the host been flushed on the interest and the project of the contractor of the contractor. The Contractor shall provide material project project by the O

a)Contractor shall verify that temporary of final grading shall not adversely affect surrounding/adjoining properties.

4) Excountion in existing driveways shall be backfilled and repaired to existing condition.

5) Contractor shall shape embedment material to accommodate the belied joints of pipes to insure support throughout their lengths. Beliet joints shall have a minimum of 2° of fill beneath them.

6) If excavated material is not acceptable to the engineer for backfill, the contractor shall provide select import material as required. All backfill material is subsidiary to the price of pipe in place.

7) Max pinty fifting deflections allowed shall be half the Manufacturer's recommended maximum.

8) Contractor shall adjust, repair, or reconstruct residential services (not already specifically called on the plans) as necessary. Payment shall be subsidiary to installation of pipeline & not an additional pay item.

9) When construction of the pipeline is completed and at the time that pressure testing and bacteriological testing is required, the time of the project may be suspended to allow the time for the associated pumps station projects to complete so that the pipelines within this project can be filled with water from those associated pump station projects. No additional manies will be paid to the Contractor for this suspension of time.

DATE: 7/5/22

PPROVED

2) Temporary triffic control.

2) Temporary triffic control.

3) Storm water pollution prevention plan and implementation.

3) Storm water pollution prevention plan and implementation.

4) Clearing and stripping of the work corridor to limits indicated on the plans.

5) Exploratory excavation of existing pipe.

6) Connection of the new water line pipe to the existing water line at the begin of Connection of pipe along the Projects pothway, utilizing both the private ease of water transmission line appurtenances including valves, fittings, restrained vacuum release valves and vaults, blow-off/ flush valve assemblies and vault tape, and christy excavation, bedding and backfili.

9) Fence repoir and access gate installation.

10) Seeding of disturbed acreage.

beginning te easement ained joints ad vaults, fl

nt and County/State ROW. Along with the installation is, thrust and anchor blocks, polywinyl wrapping, air/ flush hydrants, pipe markers, tracing wire, detection

SHEET 428

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st be coordinated with the Owner and Project's also provide a sequence of work as related to contractor to sequence the work accordingly, a confirm sizes, depths and alighnments so to s Inspector at o the tie-ins; t

REVISION DESCRIPTION

JONAH WATER S.U.D. WILLIAMSON COUNTY, TEXAS 2020 - CR 366 UTILITY IMPROVEMENTS

GENERAL NOTES

lution prevention plan implementation.

1 as a cultivated field. Payment includes watering to a cultivated field. Payment includes watering that coverage is properly established and maintained uction, as directed by owner (subsidiary).

da or St. Augustine).

and Bermuda

seed.

rigation systems, including meters, lines, and heads construction of irrigation systems and verify the systems back to good condition; replace irrigation quality material and appurtenances. Damage to was found prior to construction. All work shall be

D K D: MWW



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24	23	22	21	20	19	18	17	16	15	14	13	12	11	10	9	8	7	6	5	4	з	2	1	Item No.	:
Traffic Control Plan Development and Implementation Mobilization (Not to Exceed 10% of Total Project Bid)	Storm Water Pollution Prevention Plan Design and Implementation	Trench Safety	Compacted Gravel Drive Replacement	Saw Cut and Remove and Replace Reinforced Concrete Driveway	Install New Flush Valve Assembly; Installed	Cap Existing 2" Waterline; Installed	Cap Existing 1.5" Waterline; Installed	Relocation of Existing Single Meter and Reconnection of Service Line; Installed	Connect New 4" to Exisitng 1"; Installed	Connect New 4" to Existing 1.5"; Installed	Connect New 4" to Existing 2"; Installed	ox, and Ma	8" Gate Valve, Box, and Marker; Installed	1" HDPE SDR-9 Service Line; Installed	4" Steel Enc. Pipe, Bored with Sertvice Line; Installed		8" Steel Enc. Pipe, Bored with 4" C-900, DR-18 RJ Carrier Pipe; Installed	8" Steel Enc. Pipe, Open Cut with 4" C-900, DR-18 RJ Carrier Pipe; Installed	16" Steel Enc. Pipe, Bore with 8" C-900, DR-18 RJ Carrier Pipe; Installed	4" C-900, DR-18 PVC Restrained Joint Pipe; w/ Tracer Wire; Installed	4" C-900, DR-18 PVC Pipe; w/ Tracer Wire; Installed	8" C-900, DR-18 PVC Restrained Joint Pipe; w/ Tracer Wire; Installed	8" C-900, DR-18 PVC Pipe; w/ Tracer Wire; Installed	Item Description	-
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	_	2,167	74	38	2	5	_	4	_	2	5	8	4	42	135	65	416	359	140	298	850	92	851	Project Totals	,

T.B.P.E. F-163B7

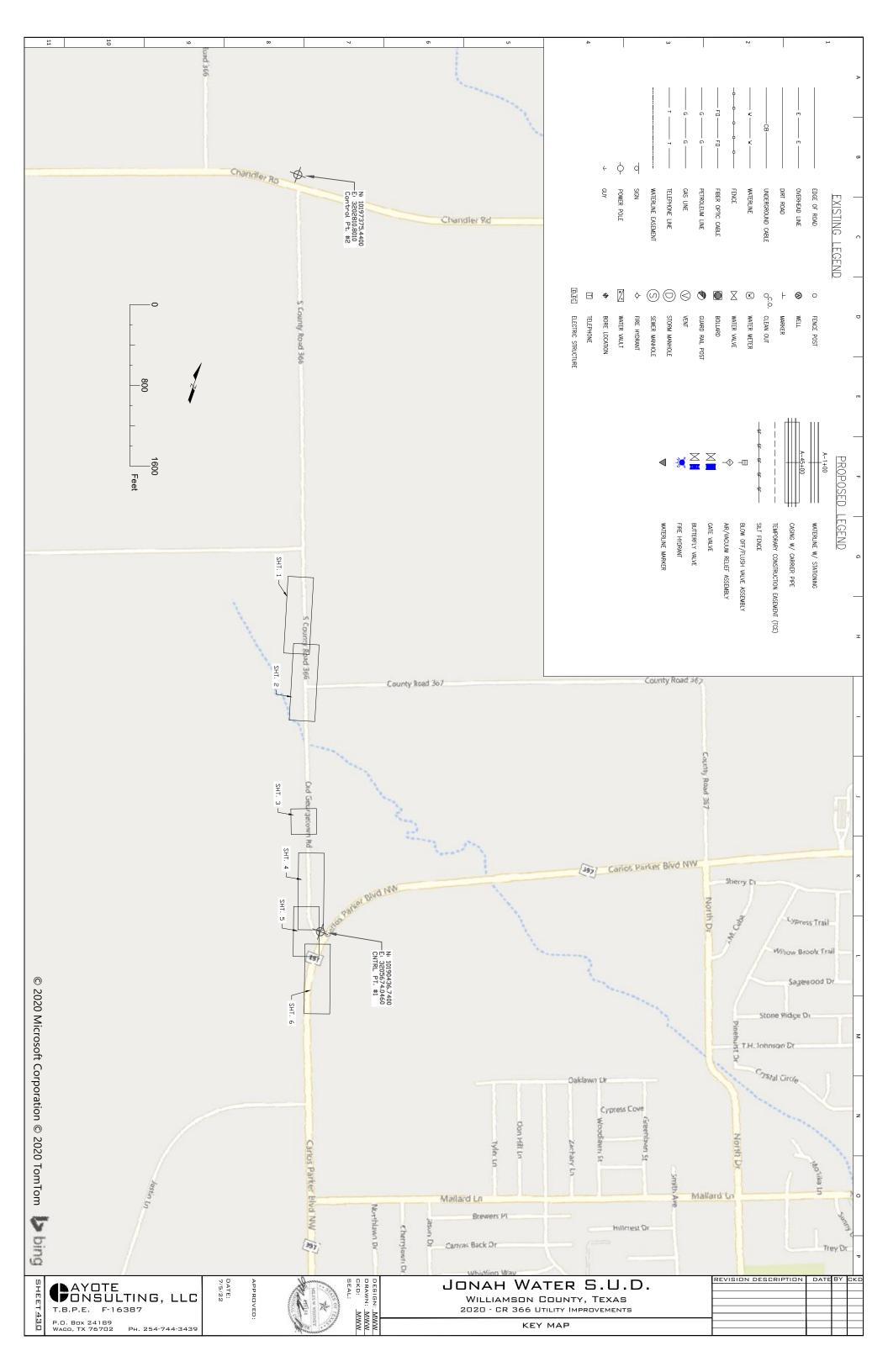
P.O. BOX 241B9
WACD, TX 76702
PH. 254-744-3439

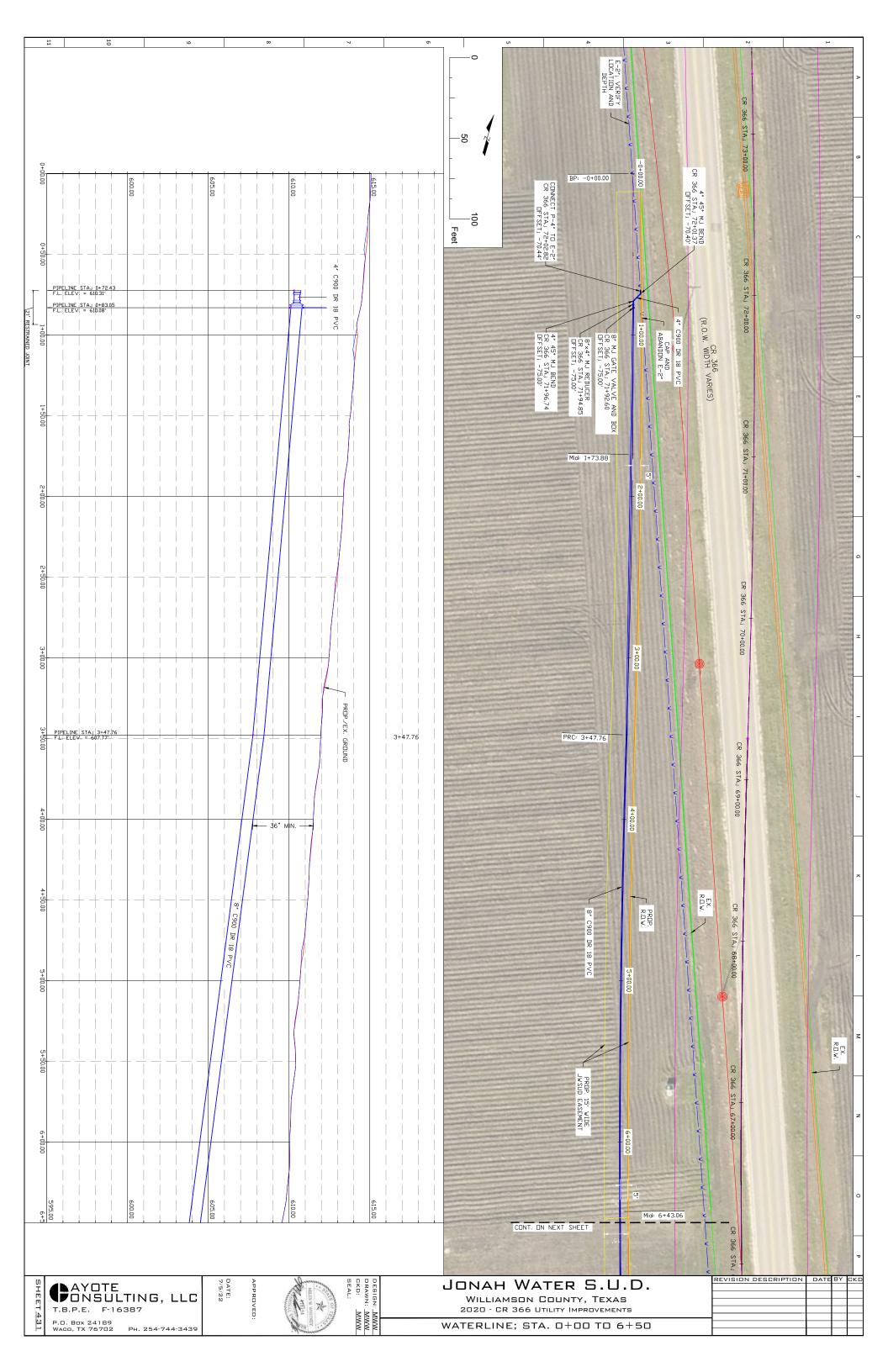


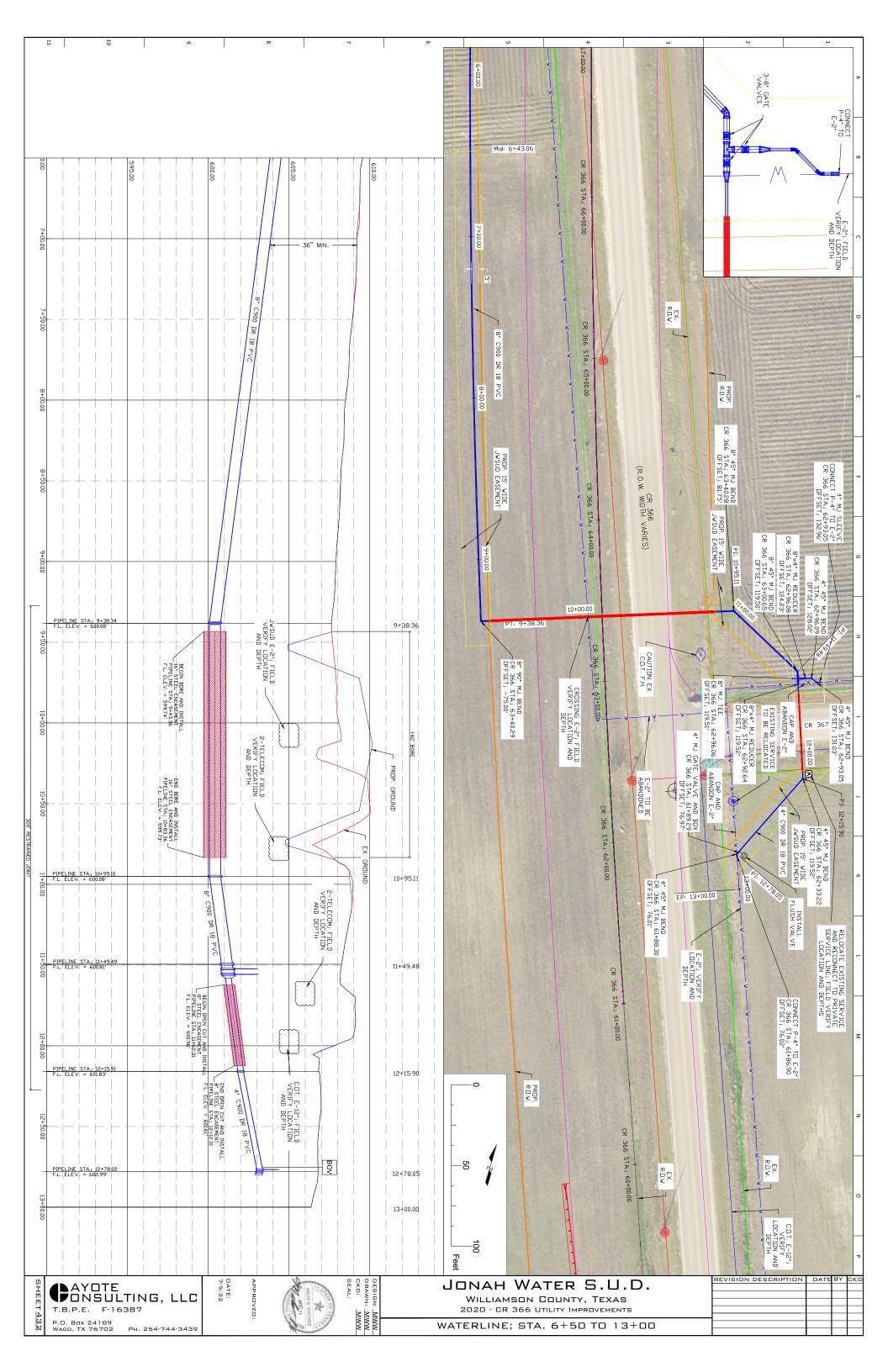
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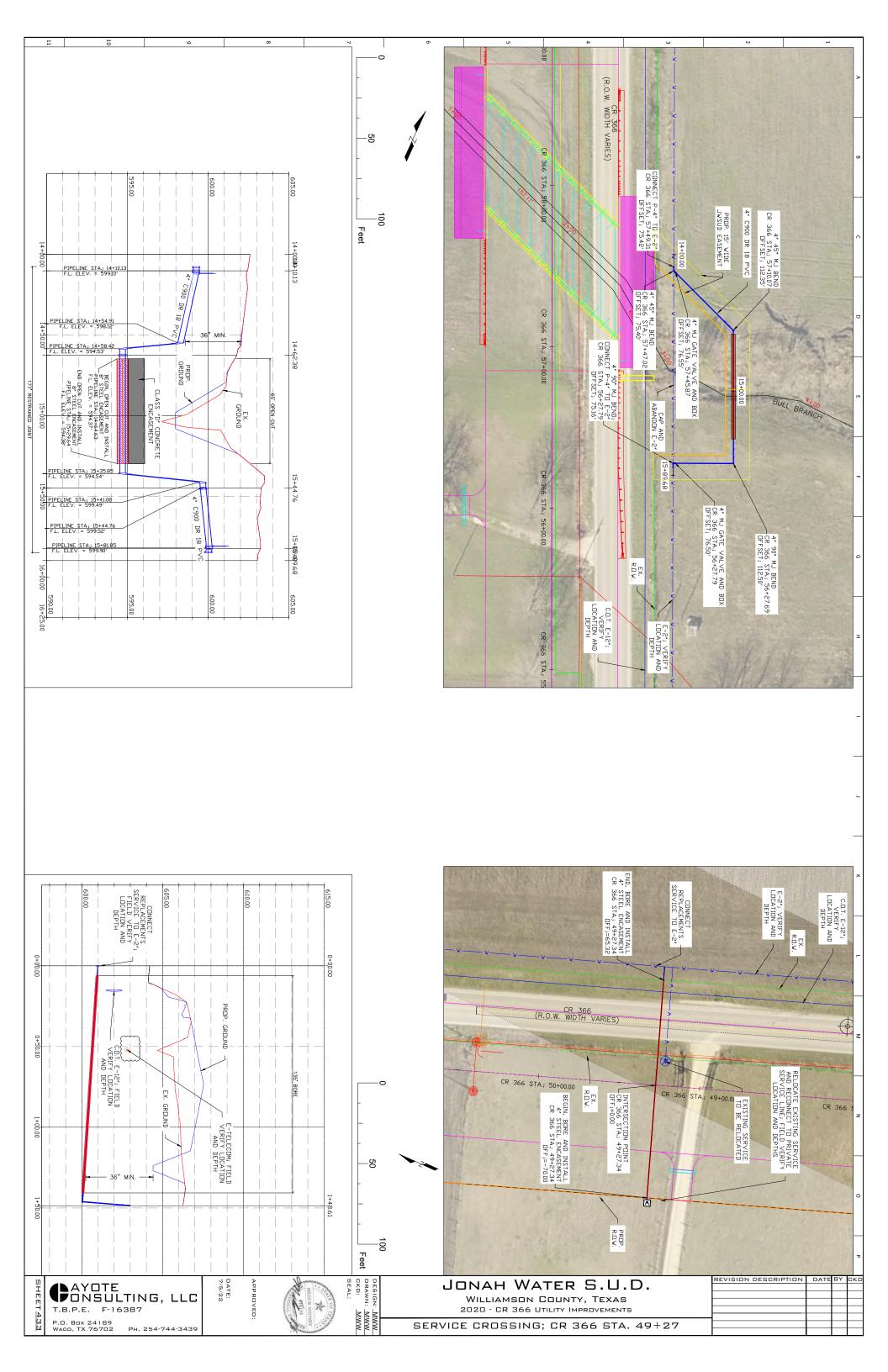
JONAH WATER S.U.D.
WILLIAMSON COUNTY, TEXAS
2020 - CR 366 UTILITY IMPROVEMENTS
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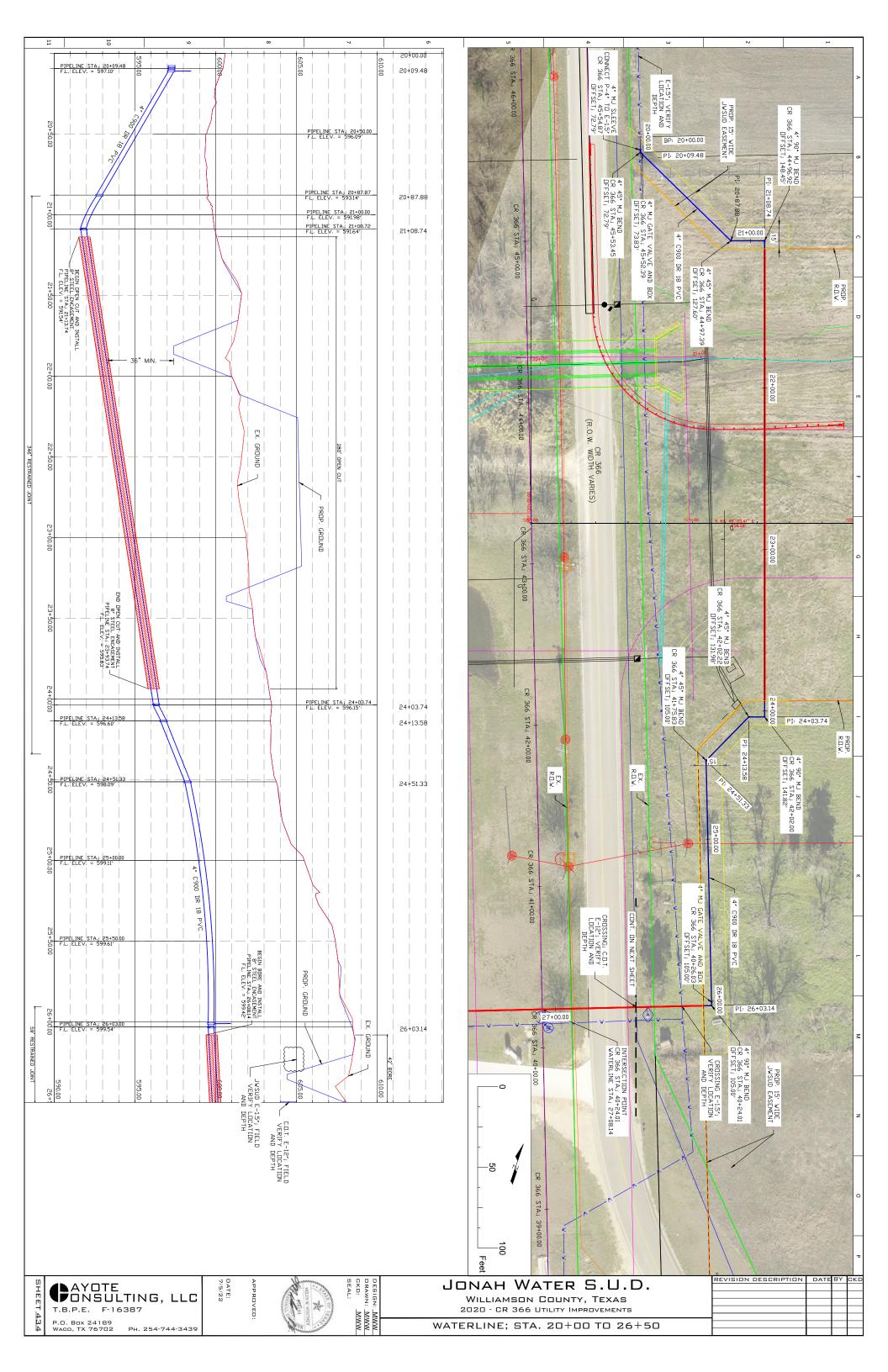
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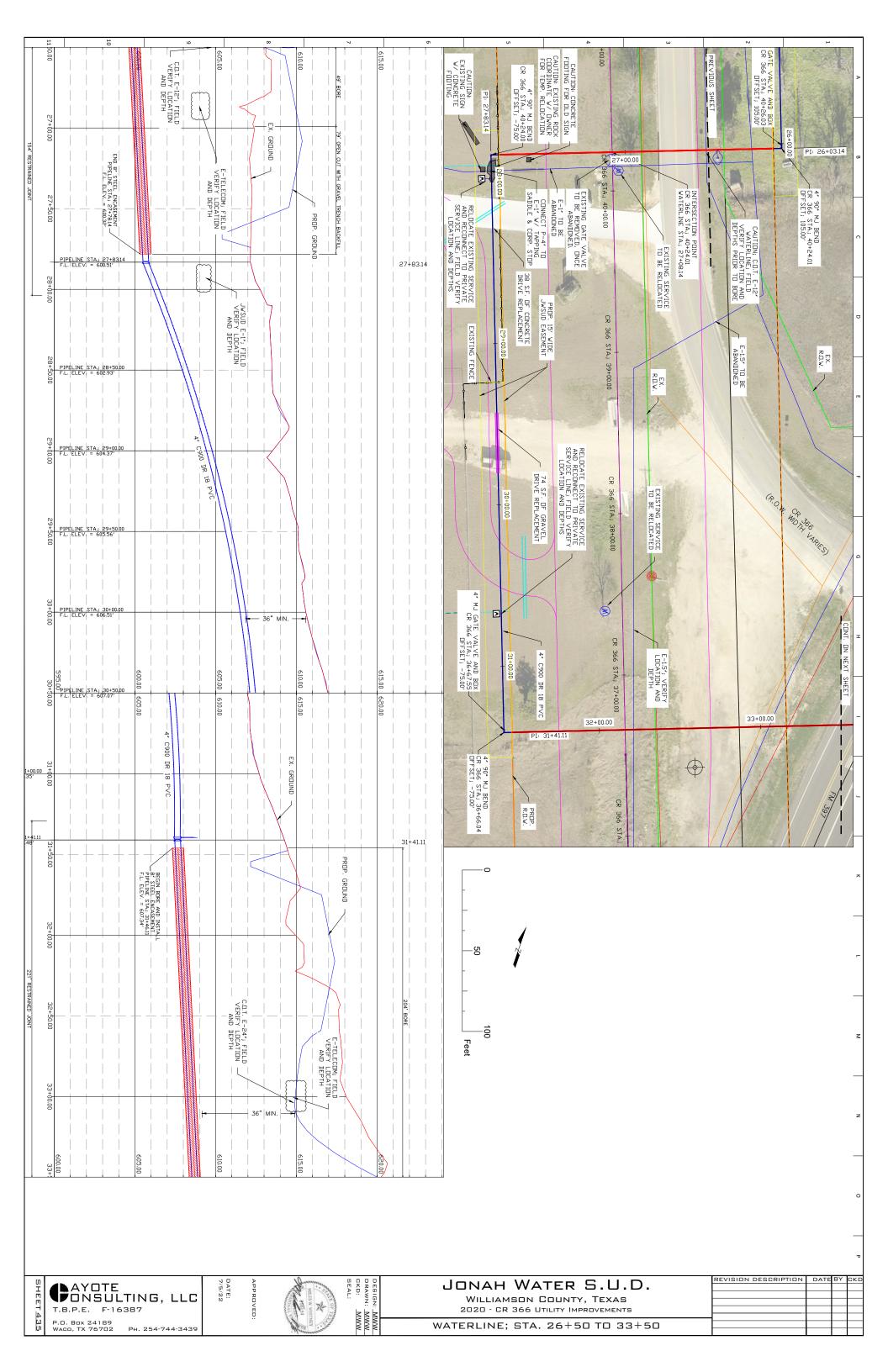


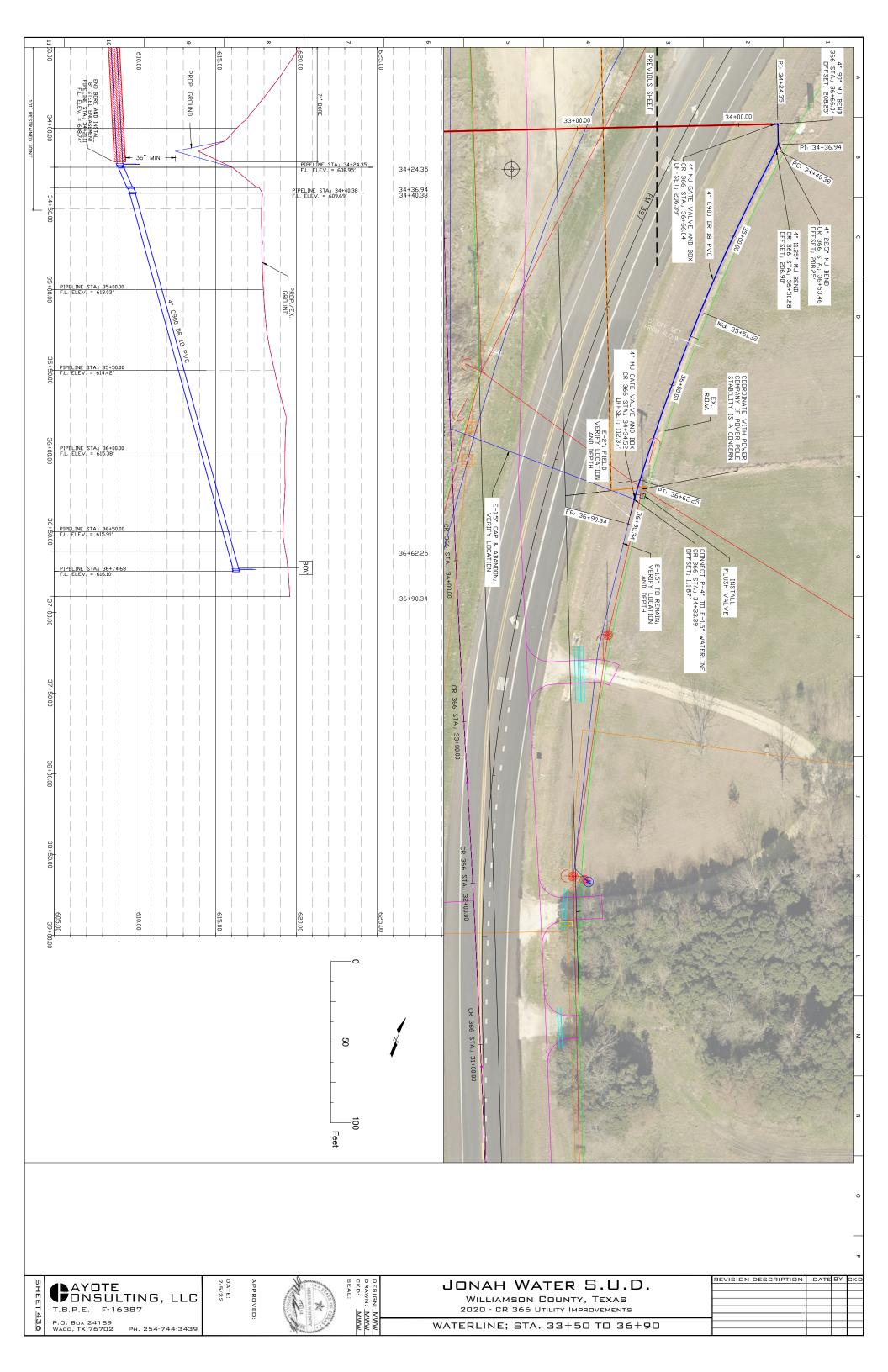


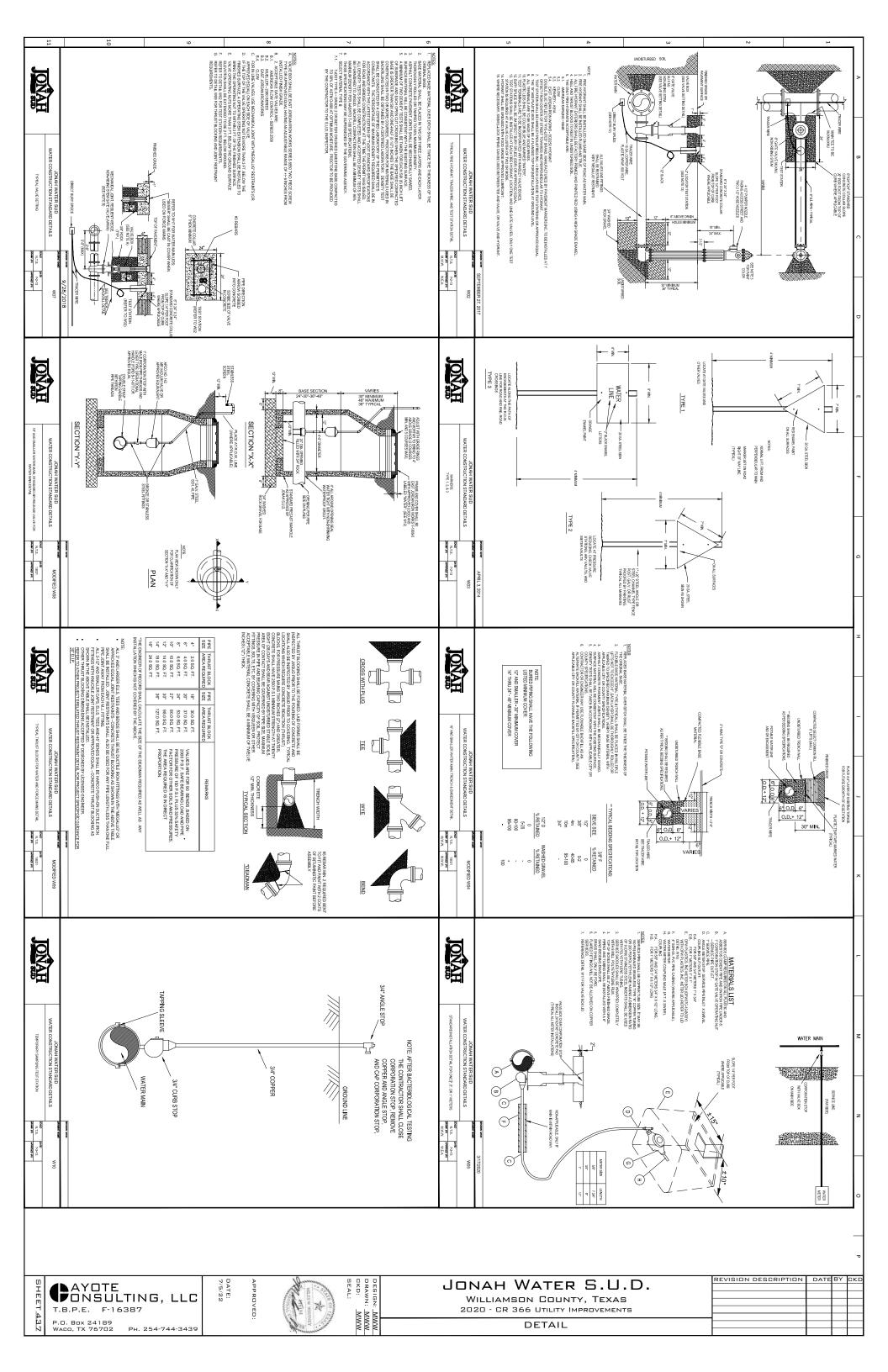


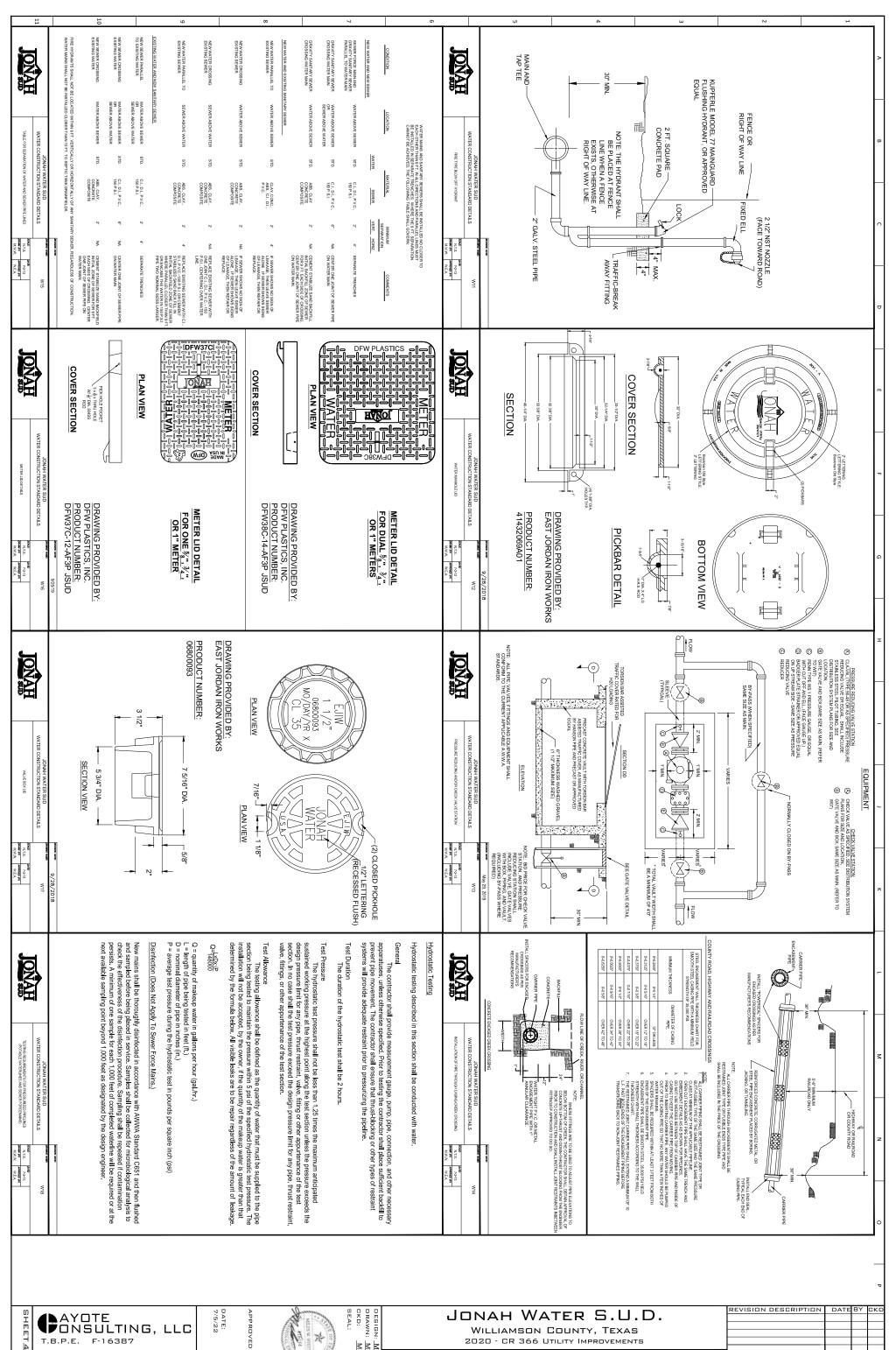












SHEET 438 AYOTE ONSULTING, LLC T.B.P.E. F-16387 P.O. Box 24189 Waco, TX 76702 Рн. 254-744-3439

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DESIGN: MWW
DRAWN: MWW
GKD: MWW

WILLIAMSON COUNTY, TEXAS 2020 - CR 366 UTILITY IMPROVEMENTS

DETAIL

11 10 available sampling point beyond 1,000 feet as designated by the design engineer.

11. The contractor shall not place the pipe in water or where it can be flooded with water or sewage during its storage or installation. 10. The contractor shall disinfect the new water mains in accordance with AWWA Standard OS51 and then flush and sample the lines before being placed into service. Samples shall be collected for microbiological analysis to check the effectiveness of the disinfection procedure which shall be repeated if contamination persists. A minimum of one sample for each 1,000 feet of completed water line will be required or at the next 9. The contractor shall maintain a minimum separation distance in all directions of nine feet between the proposed waterline and wastewater collection facilities including manholes and septic tank drainfields. If this distance cannot be maintained, the contractor must immediately notify the project engineer for further direction. Separation 7. The hydrostatic leakage rate shall not exceed the amount allowed or recommended by the most current AWWA formulas for PVC pipe, cast iron and ductlie iron pipe.
8. The contractor shall install appropriate air release devices in the distribution system at all points where topography or other factors may create air locks in the lines. All vent openings to the atmosphere shall be covered with 16-mesh or finer, corrosion resistant Foundation Seal of Approval (NSF-pw) and have an ASTM design pressure rating of at least 150 psi or a standard dimension ratio of 26 or less.

5. No pipe which has been used for any purpose other than the conveyance of drinking water shall be accepted or relocated for use in any public drinking water supply.

6. Water transmission and distribution lines must be installed in accordance with the manufacturer's instructions. However, the top of the water line must be located below the frost line and in no case shall the top of the water line be less than 24 inches below ground 1. This water distribution system must be constructed in accordance with the current Texas Commission on Environmental Quality (TCEQ) Rules and Regulations for Public Water Systems 30 Texas Administrative Code (TAC) Chapter 290 Subchapter D. 2. Prior to commencement of construction, the owner of the system or his representative must notify the appropriate TCEQ regional office in writing of the date on which construction will begin. be certified by an organization accredited by ANSI. 4. Plastic pipe for use in public water systems must 3. All newly installed pipes and related products must conform to American National Standards Institute/National Sanitation Foundation (ANSI/NSF) Standard 61 and must TEXAS COMMISSION ON ENVIRONMENTAL QUALITY
WATER DISTRIBUTI SYSTEM
GENERAL CONSTRUCTION NOTES erials utilized must meet '290.44(e) of the nust bear the National Sanitation Channelizing Devices (See note 2)▲ Channelizing
devices may be
omitted if the
work area is a
minimum of 30'
from the nearest
traveled way. Shadow Vehicle
with TMA and high
intensity rotating,
flashing,
oscillating
or strobe lights.
(See notes 4 & 5)— Channelizing
Devices
(See note 2) WORK SPACE NEAR SHOULDER
Conventional Roads TCP (1-1a) Shou I der \Diamond \Diamond ♦ ➾ Shou I der CW20-1D 48" X 48" (Flags-See notes X for 50 mph or less 3X for over 50 mph for 50 mph or les 3X for over 50 mph Channelizing
Devices
(See note 2) 48" X 24" (See note END ROAD WORK Shadow Vehicle
with TMA and
high intensity
rotating,
flashing,
oscillating or
strobe lights,
(See notes 4 & 5 WORK SPACE ON SHOULDER X for 50 mph or less 3X for over 50 mph Conventional Roads Shoul der TCP (1-1b) \Diamond \Diamond ➪ ♦ Shoul der 30' Min. -100' Max. Devices at 20' spacing (See note 2) for 50 mph or less % for over 50 mph END ROAD WORK annelizing /ices e note 2)▲ CW20-1D 48" x 48" (Flags-See notes 1 % X 24" note 2)▲ Shadow Vehicle
with TMA and
high intensity
rotating, floshing,
ascillating or
strobe lights.
(See notes 4 & 5) Work vehicles or other equipment other equipment necessary for the work operation, such as trucks, movedole crones, etc., shall remain in greas separated from lanes of traffic by channelization devices at all times. Channelizing
Devices
(See note 2) CW20-1D 48" x 48" (Flags-See note Channelizing Devices (See note 2) G20-2 48" x 24" (See note 2) END ROAD WORK WORK VEHICLES ON SHOULDER
Conventional Roads X for 50 mph 50 mph Shoul der TCP (1-1c) \Diamond \Diamond ♦ ♦ X Shou I der END ROAD WORK (See note 2) ▲ 1/3 I for 50 mph or less Inactive work vehicle (See Note 3 WORK AHEAD CW20-1D 48" X 48" (Flags-See notes 1 & 7) In the plants, or for fourthe maintenance work, when approved by the Engineer.

Indotive work vehicles or other equipment should be parked near the right-of-way line and not parked on the paved shoulder.

A Shodow Wehicle with a IMA should be used anyline it can be positioned to to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, lype 3 Barricodes or other channelizing devices may be substituted for the Shadow Vehicle and IMA.

Additional Shadow Vehicles with IMAs may be positioned off the paved surface, next to those shown in order to protect wider work spaces, see ICP(5-1) for shoulder work and rivided highways, expressways and freeways.

See ICP(5-1) for shoulder work on divided highways, expressways and freeways.

RADD WORK AHEAD" signs for shoulder work on conventional 35 35 45 45 50 55 65 Flags attached to signs where shown are REQUIRED.

All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be amitted when stated elsewhere in the plans, or for routine maintenance work, when approved by the Engineer. Conventional Roads Only
Taper lengths have been rounded off.
L=Length of Taper(FT) W=Width of Offset(FT) \forall 80 WS 2 NOTES Type 3 Barricade Trailer Mounted Tashing Arrow Board łeavy Work Vehicle SHORT DURATION 2-94 8-95 1-97 Texas Department of Transportation 4-98 2-12 2-18 TRAFFIC CONTROL PLAN CONVENTIONAL ROAD SHOULDER WORK SHORT TERM INTERMEDIATE
STATIONARY TERM STATIONARY TCP (1-1)-18 **₩** Message Sign (PCMS) Channelizing Devices Traffic Flow S=Posted LONG TERM STATIONARY Speed (MPH) Operations Division Standard 120 155 195 195 240 295 350 410 475 DESIGN: REVISION DESCRIPTION JONAH WATER S.U.D. SHEET 439 AYOTE ONSULTING, LLC APPROVED WILLIAMSON COUNTY, TEXAS 2020 - CR 366 UTILITY IMPROVEMENTS T.B.P.E. F-16387 P.O. Box 24189 WACO, TX 76702 DETAIL Рн. 254-744-3439

Exhibit "C"

૩૯૪-૧૫૧૮૪૯\ડા Recorded By: Texas National Title

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 This Easement and the rights of the ntee.

In witness whereof, this instrument is executed this day of huly, 2021. by Grantee.

[signature page follows]

GRANTORS:

Ronnie C. Zett

Zonda K. Zett

Acknowledgment

STATE OF TEXAS

COUNTY OF La leleans

This instrument is acknowledged before me on the day of luly, 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 Comm. Expires 10-26-2021 Notary ID 345883-1

Notary Public, State of Texas

Printed Name: DEBORAh Stan

My Commission Expires: 11-26-202

Order Number: T-149286

EXHIBIT "A" LEGAL DESCRIPTION

Being 1,501 square foot (0.0345 of one acre) water line easement, more or less, out of the W. J. BAKER SURVEY, ABSTRACT NO. 65, in Williamson County, Texas, being a portion of that certain 10.0 acre tract conveyed in Warranty Deed recorded in Volume 2055, Page 308, Official Records, Williamson County, Texas. Said 1,501 square foot (0.0345 of one acre) tract being more particularly described by metes and bounds in Exhibit "A-1" attached hereto and made a part hereof.

Note: Company does not represent that the above acreage and/or square footage calculations are correct.

Exhibit "A-1"

County: Williamson

Page 1 of 5

Highway: County Road 366

May 21, 2021

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

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 and having Surface Coordinates of North=10,193,252.72, Station 56+73.68, 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

Page 2 of 5

Highway: County Road 366

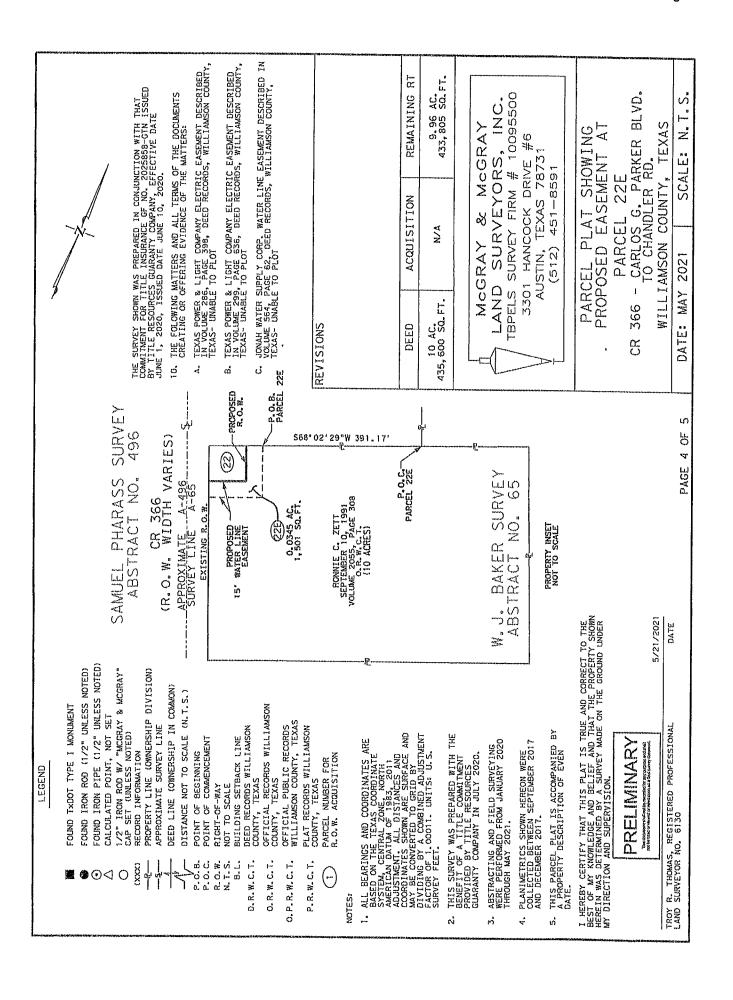
May 21, 2021

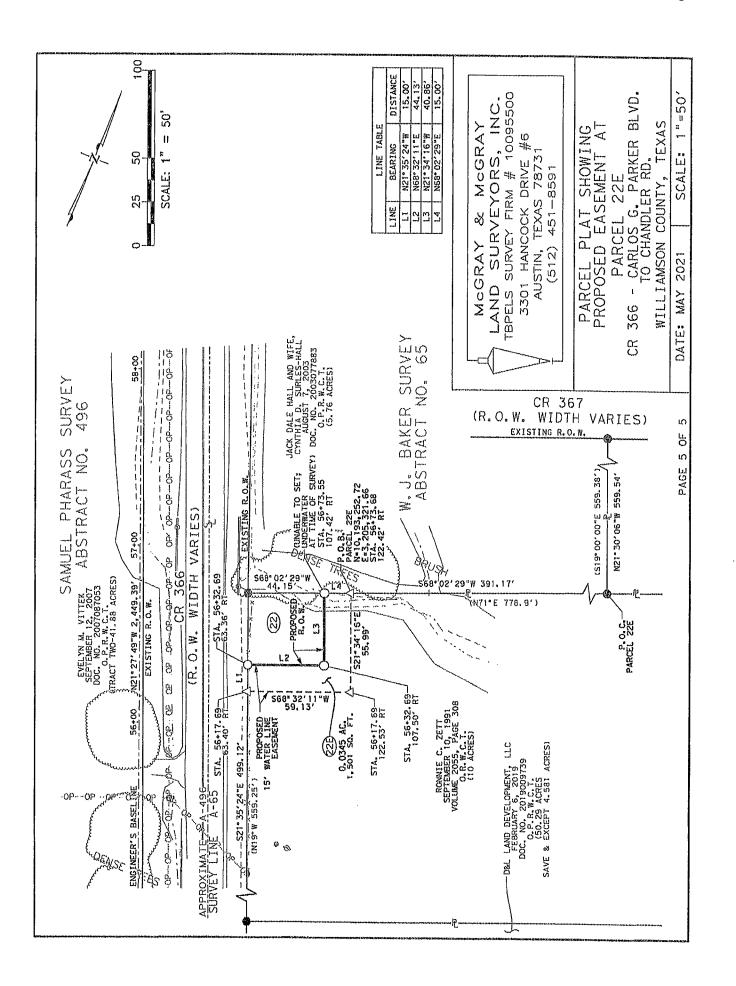
Project Limits: From Carlos G. Parker Blvd. to Chandler Rd.

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 "Mcgay & 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.





ELECTRONICALLY RECORDED OFFICIAL PUBLIC RECORDS 2021119904

Pages: 10 Fee: \$53.00 08/09/2021 11:24 AM LMUELLER

Nancy E. Rister, County Clerk Williamson County, Texas

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Recorded By: Texas National Title 36-T-149421

WATERLINE EASEMENT

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

GRANT OF EASEMENT:

D&L LAND DEVELOPMENT, LLC ("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 certain property totaling approximately 0.1260 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: _____

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 12 day of 2021.

[signature page follows]

GRANTOR:

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

By: <u>Aldrung</u>
Printed Name: <u>Dinh Truong</u>.
Title: <u>Managing Member</u>

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 Comm. Expires 10-26-2021 Notary ID 345883-1

Notary Public, State of Texas
Printed Name: Descent Steams Murepo
My Commission Expires: 10-26-2021

JOINDER AND CONSENT OF LIENHOLDER TO WATER LINE EASEMENT

ROUND TOP STATE BANK, as Beneficiary under a Deed of Trust executed by D&L Land Development, LLC to Johnnie Mikeska, Trustee, dated February 6, 2019 recorded in Document No. 2019009740 of the Official Records of Williamson County, Texas (the "Grantor Security Documents") that create liens, security interests and other rights and powers that encumber all or parts of the property described in Exhibit "A" ("Grantor Liens"), executes this water line easement ("Easement") for the limited purpose of (i) consenting to the terms and conditions of the foregoing Easement and (ii) agreeing that the Grantor Security Documents and the Grantor Liens are and shall be subordinate and inferior to all of the easements, restrictions, terms and provisions of the Easement, so that no enforcement of the terms of the Grantor Security Documents shall amend, impair or otherwise affect the easements, restrictions, terms or provisions of said Easement.

ROUND TOP STATE BANK

By: fellet langly

Name: Kebert Kandis

Title: Gs. Chice fresident.

ACKNOWLEDGEMENT

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

This instrument was acknowledged before me on this 30 day of December, 2021, by Robert Round Top State Bank, known to me to be the person whose name is subscribed to the preceding instrument, and acknowledged to me that he/she executed the same for the purposes and consideration recited herein.

JULIA KLOTZ
Notary Public, State of Texas
My Commission Expires
August 23, 2024
NOTARY ID 12909957-1

Notary Public in and for the State of Texas

County: Williamson

Page 1 of 8

Highway: County Road 366

September 1, 2021

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

beptember 1

PROPERTY DESCRIPTION FOR EASEMENT 7E

DESCRIPTION OF a 5,488 square foot (0.1260 of one acre) water line easement consisting of two parts out of the W.J. Baker Survey, Abstract No. 65, in Williamson County, Texas, being a portion 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, Official Public Records, Williamson County, Texas (O.P.R.W.C.T.); said 5,488 square foot (0.1260 of one acre) water line easement being more particularly described in two parts by metes and bounds as follows:

PART 1

COMMENCING at a 1/2-inch iron rod with a "Mcgray & Mcgray" cap set in the south line of said 50.29 acre (save and except 4.581 acres) tract and the existing north right-of-way line of Carlos G. Parker Boulevard (Carlos G. Parker Blvd., 120-foot wide), being at the northeast corner of that tract described as 0.53 of one acre tract conveyed to Daryl R. Neans by Warranty Deed with Vendor's Lien dated February 24, 2004, as recorded in Document No. 2004014708, O.P.R.W.C.T, from which a 1/2-inch iron rod found bears S 63°29'20" W, a distance of 3.67 feet;

THENCE, S 68°17'07" W, along the south line of said 50.29 acre (save and except 4.581 acres) tract, with the north line of said 0.53 of one acre tract, a distance of 217.34 feet to a point, being the southeast corner of this easement, for the **POINT OF BEGINNING**, 115.00 feet right of County Road 366 (CR 366) Engineer's Baseline Station 39+94.58, and having Surface Coordinates of North=10,191,687.36, East=3,205,929.15;

1) **THENCE**, **S** 68°17'07" W, continuing along the south line of said 50.29 acre (save and except 4.581 acres) tract and the north line of said 0.53 of one acre tract, 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, 100.00 feet right of CR 366 Engineer's Baseline Station 39+94.52, being the southwest corner of this easement, from which a Texas Department of Transportation (TxDOT) Type I concrete monument found (leaning) at the southwest corner of said 50.29 acre (save and except 4.581 acres) tract, being the northwest corner of said 0.53 of one acre tract, also being in the east margin of CR 366 (varying width) bears S 68°17'07" W, a distance of 30.67 feet;

County: Williamson

Page 2 of 8

Highway: County Road 366

September 1, 2021

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

PROPERTY DESCRIPTION FOR EASEMENT 7E

- 2) THENCE, N 21°27'49" 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 188.41 feet to a 1/2-inch iron rod with a "McGray & McGray" cap set, 100.00 feet right of CR 366 Engineer's Baseline Station 41+82.93, and 140.00 feet right of Carlos G. Parker Engineer's Baseline Station 121+03.17, being a west corner of this easement;
- 3) **THENCE**, N 24°10'22" E, 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 41.95 feet to a 1/2-inch iron rod with a "McGray & McGray" cap set, 129.99 feet right of CR 366 Engineer's Baseline Station 42+12.26, and 110.00 feet right of Carlos G. Parker Engineer's Baseline Station 121+32.50, being the northwest corner of this easement;
- 4) THENCE, N 69°49'25" E, 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 27.06 feet to a point, 157.04 feet right of CR 366 Engineer's Baseline Station 42+11.65, and 110.00 feet right of Carlos G. Parker Engineer's Baseline Station 121+59.55, being the northeast corner of this easement;
- 5) **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, 156.70 feet right of CR 366 Engineer's Baseline Station 41+96.66, and 125.00 feet right of Carlos G. Parker Engineer's Baseline Station 121+59.55, being an east corner of this easement;
- 6) **THENCE**, S 69°49'25" W, crossing said 50.29 acre (save and except 4.581 acres) tract, a distance of 20.74 feet to a point, 135.97 feet right of CR 366 Engineer's Baseline Station 41+97.12, and 125.00 feet right of Carlos G. Parker Engineer's Baseline Station 121+38.81, being an east corner of this easement;
- 7) THENCE, S 24°10'22" W, crossing said 50.29 acre (save and except 4.581 acres) tract, a distance of 29.33 feet to a point, 115.00 feet right of CR 366 Engineer's Baseline Station 41+76.62, and 145.97 feet right of Carlos G. Parker Engineer's Baseline Station 121+18.31, being an east corner of this easement;
- 8) THENCE, S 21°27'49" E, crossing said 50.29 acre (save and except 4.581 acres) tract, a distance of 182.03 feet to the POINT OF BEGINNING and containing 3,672 square feet (0.0843 of one acre), more or less.

County: Williamson

Page 3 of 8

Highway: County Road 366

September 1, 2021

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

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;

County: Williamson

Page 4 of 8

Highway: County Road 366

September 1, 2021

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

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.

County: Williamson

Page 5 of 8

Highway: County Road 366

September 1, 2021

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

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 1st day of September, 2021 A.D.

SURVEYED BY:

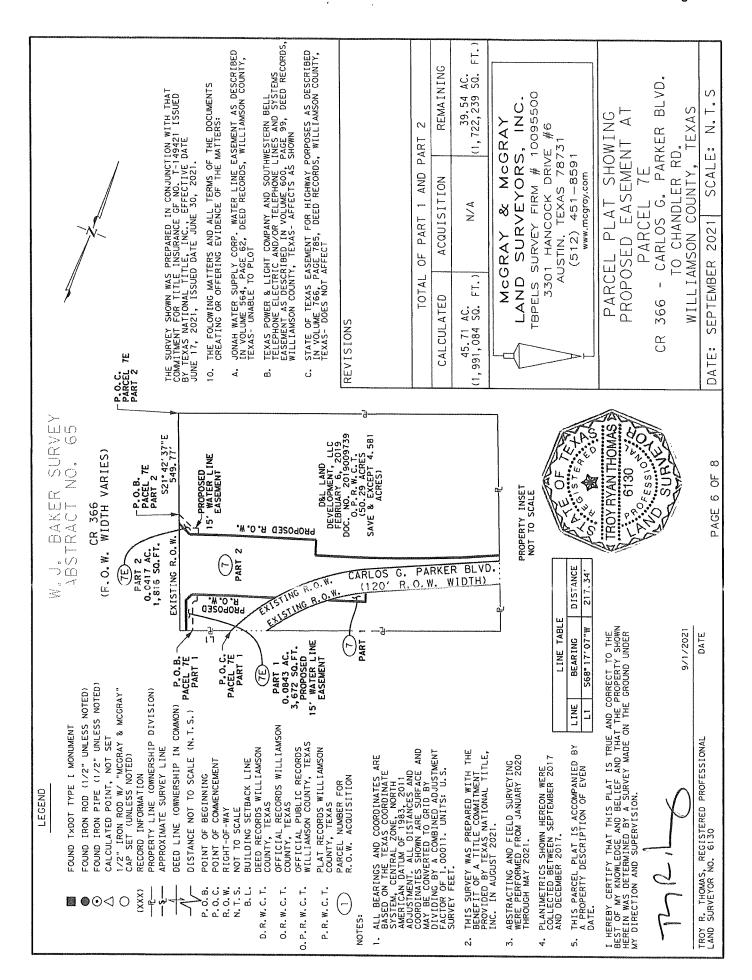
McGRAY & McGRAY LAND SURVEYORS, INC.

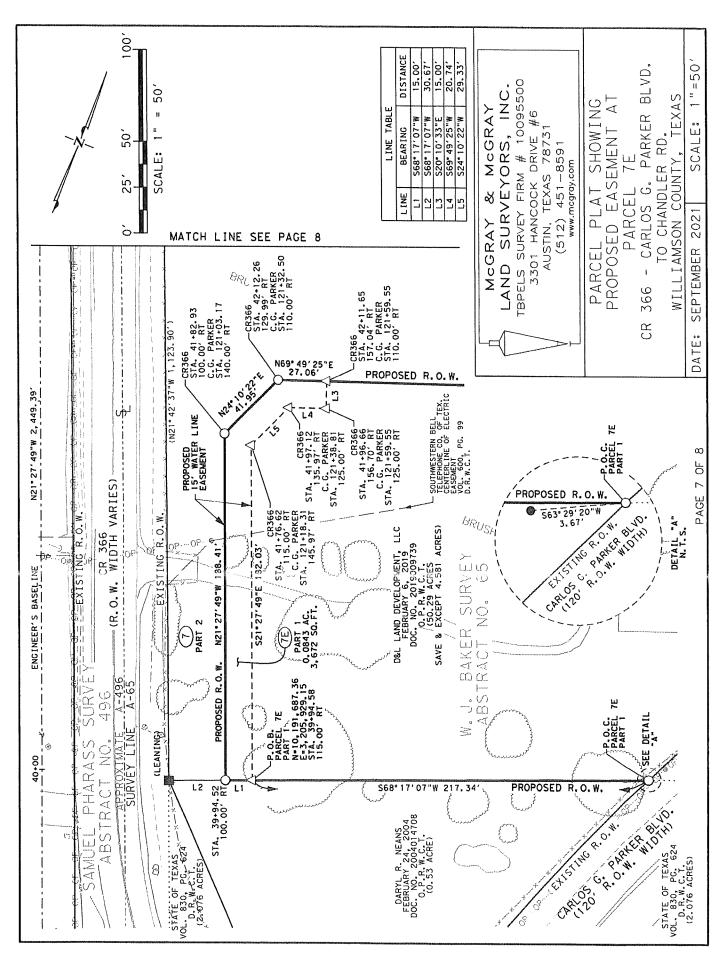
3301 Hancock Dr., Ste. 6 Austin, TX 78731 (512) 451-8591 TBPELS Survey Firm# 10095500

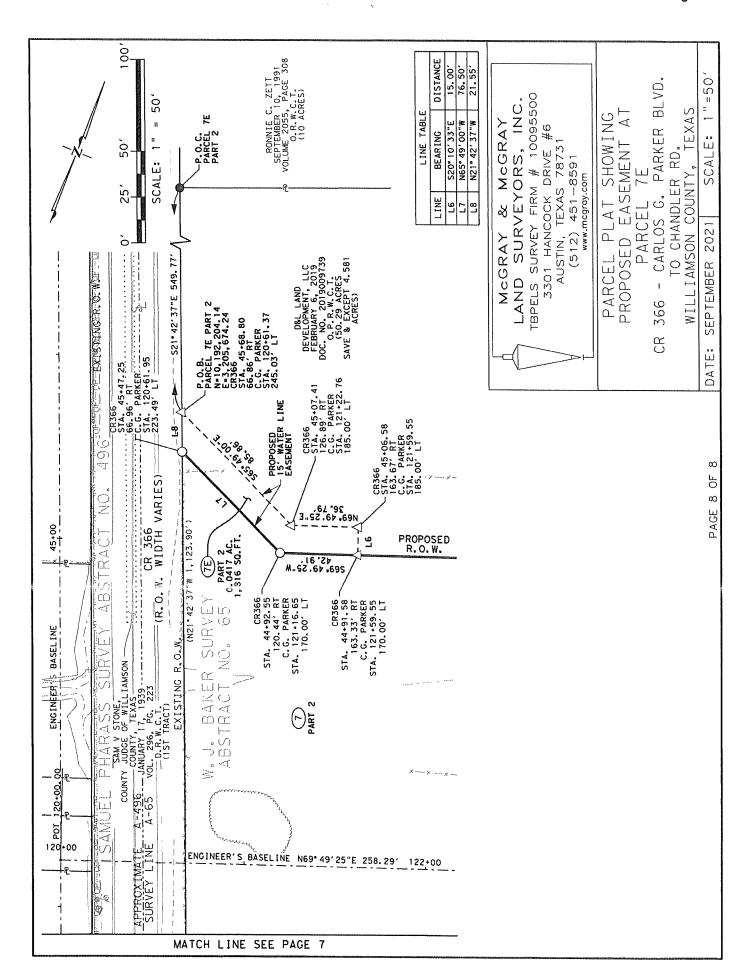
9/1/2021

Troy R. Thomas, Reg. Professional Land Surveyor No. 6130

2020/Descriptions/CR 366 Williamson County/Parcel 7E







ELECTRONICALLY RECORDED OFFICIAL PUBLIC RECORDS

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Pages: 14 Fee: \$74.00 12/09/2021 03:14 PM MBARRICK

Nancy E. Rister, County Clerk Williamson County, Texas

Recorded By: 307-149297 | State Texas National Title WATERLINE EASEMENT

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

GRANT OF EASEMENT:

WALTHER FAMILY LIMITED PARTNERSHIP ("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 0.2190 acre (9,541 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: NONE

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 4th day of August, 2021.

[signature page follows]

GRANTOR:

WALTHER FAMILY LIMITED PARTNERSHIP,

a Texas limited partnership

By: Walther Family GP, LLC,

its General Partner

By: Of H, What Prout

Acknowledgment

COUNTY OF Williamson This instrument is acknowledged before me on the day of fugust, 2021, autout. Walthus in the capacity and for the purposes and consideration recited

STATE OF TEXAS

DEBORAH STEARNS MURPHY Notary Public, State of Texas Comm. Expires 10-26-2021 Notary ID 345883-1

Neborah Steams Musphy Notary Public, State of Texas Printed Name: Desorate Stearns Murphy My Commission Expires: 10-26

Order Number: T-149297

EXHIBIT "A" LEGAL DESCRIPTION

Being a 9,541 square foot (0.2190 of one acre) water line easement, more or less, out of the SAMUEL PHARASS SURVEY, ABSTRACT NO. 496, in Williamson County, Texas, being a portion of that certain called 42.12 acre tract conveyed to Carence H. Walther and Doris E. Walther, as Trustees, or their successors, of The Walther Living Trust dated the 3rd day of September 1996 and as described in Special Warranty Deed recorded in Document No. 9722475, Official Records, Williamson County, Texas, and conveyed to Walther Family Limited Partnership and described as Tract 14 in Contribution Deed dated August 19, 2005, recorded in Document No. 2005069305, Official Public Records, Williamson County, Texas. Said 9,541 square foot (0.2190 of one acre) parcel of land being more particularly described by metes and bounds in Exhibit "A-1" attached hereto and made a part hereof.

Note: Company does not represent that the above acreage and/or square footage calculations are correct.

Exhibit "A-1"

County: Williamson Page 1 of 6
Highway: County Road 366 May 21, 2021

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

PROPERTY DESCRIPTION FOR EASEMENT 16E

DESCRIPTION OF a 9,541 square foot (0.2190 of one acre) water line easement out of the Samuel Pharass Survey, Abstract No. 496, in Williamson County, Texas, and being a portion of that tract described as 42.12 acres conveyed to Clarence H. Walther and Doris E. Walther, as Trustees or their Successors, of the Walther Living Trust dated the 3rd day of September, 1996 (1/2 Interest) by Special Warranty Deed dated January 22, 1997, as recorded in Document No. 9722475, Official Records, Williamson County, Texas (O.R.W.C.T.), and conveyed to the Walther Family Limited Partnership (1/2 Interest-Tract 14) by Contribution Deed dated August 19, 2005, as recorded in Document No. 2005069305, Official Public Records, Williamson County, Texas (O.P.R.W.C.T.); said 9,541 square foot (0.2190 of one acre) water line easement being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2-inch iron pipe found at the southwest corner of said 42.12 acre tract and the northwest corner of that tract described as 41.88 acres (Tract Two) conveyed to Evelyn M. Vittek by Special Warranty Deed dated September 12, 2007, as recorded in Document No. 2007087053, O.P.R.W.C.T.;

THENCE, N 68°20'57" E, along the south line of said 42.12 acre tract and the north line of said 41.88 acre tract, a distance of 2,156.38 feet to a point, being the southwest corner of this easement, for the **POINT OF BEGINNING**, 85.00 feet left of Engineer's Baseline Station 66+28.24, and having Surface Coordinates of North=10,194,076.26, East=3,204,793.38, being on a curve to the right;

- 1) **THENCE**, crossing said 42.12 acre tract, with said curve to the right, an arc distance of 300.31 feet, through a central angle of 02°07'42", having a radius of 8,085.00 feet, and a chord bearing N 16°40'12" W, a chord distance of 300.29 feet to a point, 85.00 feet left of Engineer's Baseline Station 69+25.39, for the beginning of a curve to the left;
- 2) THENCE, crossing said 42.12 acre tract, with said curve to the left, an arc distance of 336.23 feet, through a central angle of 02°26'02", having a radius of 7,915.00 feet, and a chord bearing N 16°49'22" W, a chord distance of 336.20 feet to a point, 85.00 feet left of Engineer's Baseline Station 72+65.23, being the northwest corner of this easement;

County: Williamson Page 2 of 6
Highway: County Road 366 May 21, 2021

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

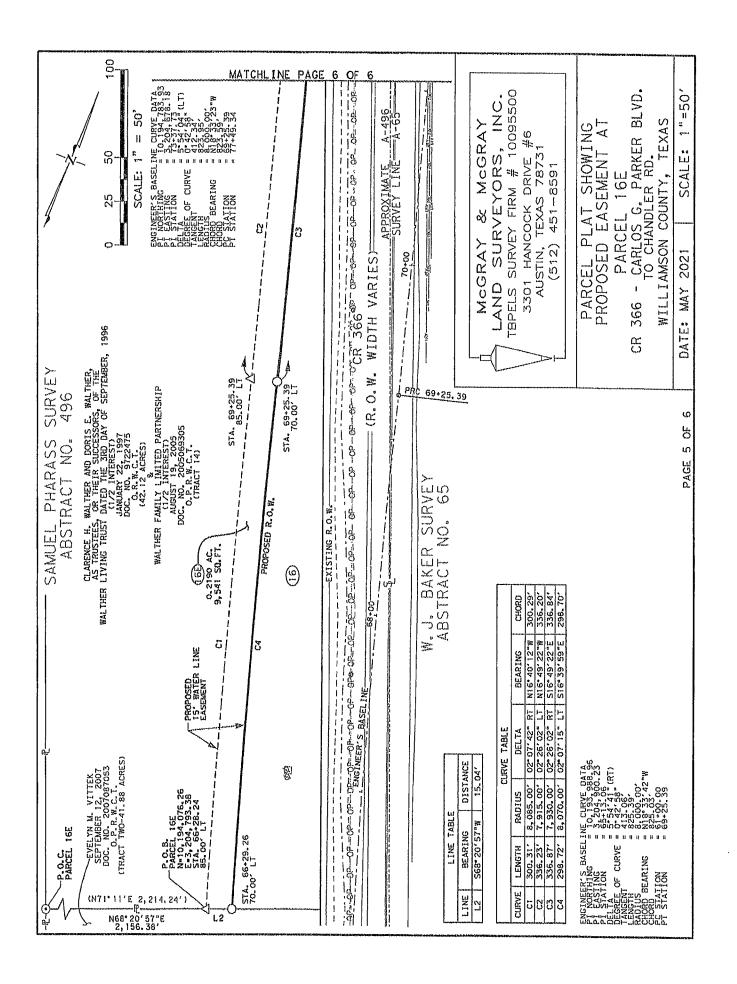
PROPERTY DESCRIPTION FOR EASEMENT 16E

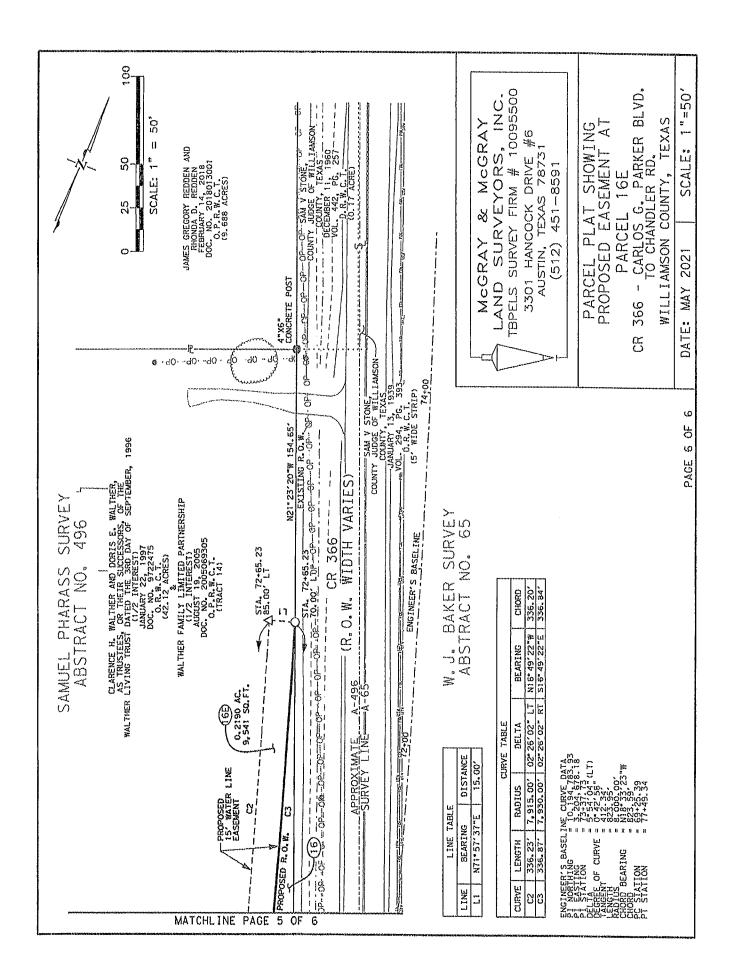
3) THENCE, N 71°57'37" E, crossing said 42.12 acre tract, a distance of 15.00 feet to a 1/2-inch iron rod with a "McGray & McGray" cap set in the proposed west right-of-way line of County Road 366 (CR 366), also being in the west margin of CR 366 (varying width), 70.00 feet left of Engineer's Baseline Station 72+65.23, for the beginning of a curve to the right, being the northeast corner of this easement, from which a 4-inch by 6-inch concrete post found at the northeast corner of said 42.12 acre tract and the southeast corner of that tract described as 9.688 acres conveyed to James Gregory Redden and Rhonda D. Redden by General Warranty Deed with Vendor's Lien dated February 14, 2018, as recorded in Document No. 2018013001, O.P.R.W.C.T., and the southwest corner of that tract described as 0.17 acre conveyed to Sam V. Stone, County Judge of Williamson County, Texas, by deed dated December 11, 1960, as recorded in Volume 442, Page 257, Deed Records, Williamson County, Texas (D.R.W.C.T.), bears N 21°23'20" W, along the east line of said 42.12 acre tract and the west margin of CR 366, a distance of 154.65 feet;

THENCE, with the proposed west right-of-way line of CR 366, crossing said 42.12 acre tract, the following two (2) courses and distances, numbered 4 through 5:

- 4) with said curve to the right, an arc distance of 336.87 feet, through a central angle of 02°26'02", having a radius of 7,930.00 feet, and a chord bearing S 16°49'22" E, a chord distance of 336.84 feet to a 1/2-inch iron rod with a "McGray & McGray" cap set, 70.00 feet left of Engineer's Baseline Station 69+25.39, for the beginning of a curve to the left, and
- 5) with said curve to the left, an arc distance of 298.72 feet, through a central angle of 02°07'15", having a radius of 8,070.00 feet, and a chord bearing S 16°39'59" E, a chord distance of 298.70 feet to a 1/2-inch iron rod with a "McGray & McGray" cap set in the south line of said 42.12 acre tract and the north line of said 41.88 acre tract, being the southeast corner of this easement;
- 6) THENCE, S 68°20'57" W, along the south line of said 42.12 acre tract and the north line of said 41.88 acre tract, a distance of 15.04 feet to the POINT OF BEGINNING and containing 9,541 square feet (0.2190 of one acre) of land, more or less.

		THE SURVEY SHOWN WAS PREPARED IN CONJUNCTION WITH THAT COMMINENT PORT ITLE INSURANCE GF NO. 2022637-GTN ISSUED BY ITLE PRESURCE GE NO. 2022637-GTN ISSUED BY ITLE PESOURCE GE UNARANY COMPANY EFFECTIVE DATE JUNE 12, 2020, ISSUED DATE JUNE 23, 2020. 10. THE FOLOWING MATTERS AND ALL TERMS OF THE DOCUMENTS CREATING OR OFFERING EVIDENCE OF THE MATTERS: -NO EASEMENT DOCUMENTS LISTED REVISIONS	DEED ACQUISITION REMAINING LT 1,834,747 SG.FT. McGRAY & McGRAY LAND SURVEYORS, INC. TBPELS SURVEY FIRM # 10095500 3301 HANCOCK DRIVE #6 AUSTIN, TEXAS 78731 (512) 451-8591 PARCEL PLAT SHOWING PARCEL PLAT SHOWING PARCEL PLAT SHOWING PARCEL PLAT SHOWING PARCEL 16E CR 366 - CARLOS G. PARKER BLVD. WILLIAMSON COUNTY, TEXAS DATE: MAY 2021 SCALE: N.T.S.
	P.O.C. PARCEL 16E	SAMUEL PHARASS SURVEY ABSTRACT NO. 496 CLARENCE H. WALTHER AND DORIS E. AS TRUSTEES, OR THEIR SUCCESSORS, WALTHER LIVING TRUST DATED THE 3RD DAY OF SEPTEMBER, 1996 LIVING TRUST DATED THE 3RD LIVING TRUST STATES AND CO. TO STATES AND CO. NO. 9722475 CO. R.W. C. T. AUGUST 19, 2005 CO. P. W. C. T. CITACT 141.	FROPOSED C. 2130 AC. R.O.W. SURVEY LINE APPROXIMATE APPROXIMATE APPROXIMATE APPROXIMATE APPROXIMATE APPROXIMATE APPROXIMATE A-65 CR 366 (R.O.W. WIDTH VARIES) PROPERTY INST PROPERTY INST W. J. BAKER SURVEY ABSTRACT NO. 65 SZ172021 SZ2172021 DATE PAGE 4 OF 6
LEGEND	FOUND TXBOT TYPE I MONUMENT FOUND IRON ROD (1/2" UNLESS NOTED) FOUND IRON FIPE (1/2" UNLESS NOTED) A CALL ATED BOTHT NOT SET	1.72 IRON ROD W. "MCGRAY" 1.75 RECORD INFORMATION 1.75 POPERTY LINE COWNERSHIP DIVISION) 1.75 POED LINE CONNERSHIP IN COMMON 1.75 POINT OF BEGINNING 1.75 POINT OF BEGINNING 1.75 POINT OF COMMENCEMENT 1.75 POINT OF COMMENCEMENT 1.75 BUILDING SETBACK LINE 1.75 BUILDING SETBACK LINE 1.75 BUILDING SETBACK LINE 1.75 COUNTY, TEXAS 1.75 PLAI RECORDS WILLIAMSON 1.75 COUNTY, TEXAS 1.75 PLAI RECORDS WILLIAMSON 1.75 PLAI RECORDS WILLIAMSON 1.75 PLAI RECORDS WILLIAMSON 1.75 COUNTY, TEXAS 1.75 PLAI RECORDS WILLIAMSON 1.75 PLAI RECORDS WILLIAMSON 1.75 COUNTY, TEXAS 1.75 PLAI RECORDS WILLIAMSON 1.75 PLAI RECORDS	1. ALL BEARINGS AND COORDINATES ARE BASED ON THE TXAS COORDINATE SYSTEM, CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTIMENT ALL DISTANCES AND COORDINATES SHOWN ARE SUREACE AND MAY BE CONVERTED TO GRID BY EVONETIES THOUSENEY BE CONVERTED TO GRID BY FACTOR OF 1.00011. UNITS: U.S. 2. THIS SURVEY WAS PREPARED WITH THE FACTOR OF 1.00011. UNITS: U.S. SURVEY FEET. 3. ABSTRACTING AND FIELD SURVEYING WERE PERFORMED FROM JANUARY 2020. 4. PLAIMETRIES SHOWN HERON WERE COLLECTED BETWEN SEPTEMBER Z017 AND DECEMBER 2017. 5. THIS PARCEL PLAI IS ACCAMPANIED BY DATE. THERBY CERTIFY THAI THIS PLAI IS TRUE AND CORRECT TO THE BEST OF AN KNOWLEDGE AND SELIEF AND THAI THE GROUND UNDER MY DIRECTION AND SUPERVISION. EREST OF AN KNOWLEDGE AND SUPERVISION. AND DECEMBER 2017. S. THOUAS, REGISTERED PROFESSIONAL SACIONAL MAY DIRECTION AND SUPERVISION. EREST OF AN KNOWLEDGE AND SELIEF AND THAI THE GROUND UNDER MY DIRECTION AND SUPERVISION. EREST OF AN KNOWLEDGE AND SHOPENSTORMED SERVING AND SUPERVISION. EREST OF AN KNOWLEDGE AND SHOPENSTORMED SERVING AND SUPERVISION. BY PROPOSELY SHOWN A PROPERTY DESCRIPTION OF EVEN A PROPOSED. A PROPOS





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Nancy E. Rister, County Clerk Williamson County, Texas

WATERLINE EASEMENT

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

GRANT OF EASEMENT:

EVELYN M. VITTEK ("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 0.1055 acre (4,594 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 In witness whereof, this instrument is executed this day of Luly, 2021. by Grantee.

[signature page follows]

GRANTORS:

Evelyn m. Vittele

Acknowledgment

STATE OF TEXAS/

COUNTY OF William Son

This instrument is acknowledged before me on the _____ day of ______, by Evelyn M. Vittek, in the capacity and for the purposes and consideration recited herein.

DEBORAH STEARNS MURPHY Notary Public, State of Texas Comm. Expires 10-26-2021 Notary ID 345883-1

Notary Public, State of Texas, Printed Name: DEBORAL STEAKUS Murphy My Commission Expires: 10-26

Order Number: T-149326

EXHIBIT "A" LEGAL DESCRIPTION

Being 4,594 square foot (0.1055 of one acre) parcel of land, more or less, out of the SAMUEL PHARASS SURVEY, ABSTRACT NO. 496, in Williamson County, Texas, and being a portion of that tract described as 41.88 acres (Tract Two) conveyed to Evelyn M. Vittek by Special Warranty Deed dated September 12, 2007, recorded in Document No. 2007087053, Official Public Records, Williamson County, Texas. Said 4,594 square foot (0.1055 of one acre) parcel of land being more particularly described by metes and bounds shown in Exhibit "A-1" attached hereto and made a part hereof.

Note: Company does not represent that the above acreage and/or square footage calculations are correct.

Page 1 of 5

Exhibit "A-1"

County: Williamson Highway: County Road 366 May 21, 2021

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

PROPERTY DESCRIPTION FOR EASEMENT 13E

DESCRIPTION OF a 4,594 square foot (0.1055 of one acre) water line easement out of the Samuel Pharass Survey, Abstract No. 496, in Williamson County, Texas, and being a portion of that tract described as 41.88 acres (Tract Two) conveyed to Evelyn M. Vittek by Special Warranty Deed dated September 12, 2007, as recorded in Document No. 2007087053, Official Public Records, Williamson County, Texas (O.P.R.W.C.T.); said 4,594 square foot (0.1055 of one acre) water line easement being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2-inch iron pipe found at the northwest corner of said 41.88 acre tract and the southwest corner of that tract described as 42.12 acres conveyed to Clarence H. Walther and Doris E. Walther, as Trustees or their Successors, of the Walther Living Trust dated the 3rd day of September, 1996 (1/2 Interest) by Special Warranty Deed dated January 22, 1997, as recorded in Document No. 9722475, Official Records, Williamson County, Texas (O.R.W.C.T.), and conveyed to the Walther Family Limited Partnership (1/2 Interest-Tract 14) by Contribution Deed dated August 19, 2005, as recorded in Document No. 2005069305, O.P.R.W.C.T.;

THENCE, N 68°20'57" E, along the north line of said 41.88 acre tract, with the south line of said 42.12 acre tract, a distance of 2,156.38 feet to a point, being the northwest corner of this easement, for the POINT OF BEGINNING, being 85.00 feet left of Engineer's Baseline Station 66+28.24, and having Surface Coordinates North=10,194,076.26, East=3,204,793.38;

- 1) THENCE, N 68°20'57" E, continuing along the north line of said 41.88 acre tract. with the south line of said 42.12 acre tract, a distance of 15.04 feet to a 1/2-inch iron rod with a "Mcgray & Mcgray" cap set in the proposed west right-of-way line of County Road 366 (CR 366), 70.00 feet left of Engineer's Baseline Station 66+29.26, being on a curve to the left, also being the northeast corner of this easement;
- 2) THENCE, along the proposed west right-of-way line of CR 366 and said curve to the left, crossing said 41.88 acre tract, an arc distance of 306.50 feet, through a central angle of 02°10'34", having a radius of 8,070.00 feet, a chord bearing of S 18°48'53" E, and a chord distance of 306.48 feet to a point, 70.00 feet left of Engineer's Baseline Station 63+25.42, being the southeast corner of this easement;

County: Williamson

Page 2 of 5

Highway: County Road 366

May 21, 2021

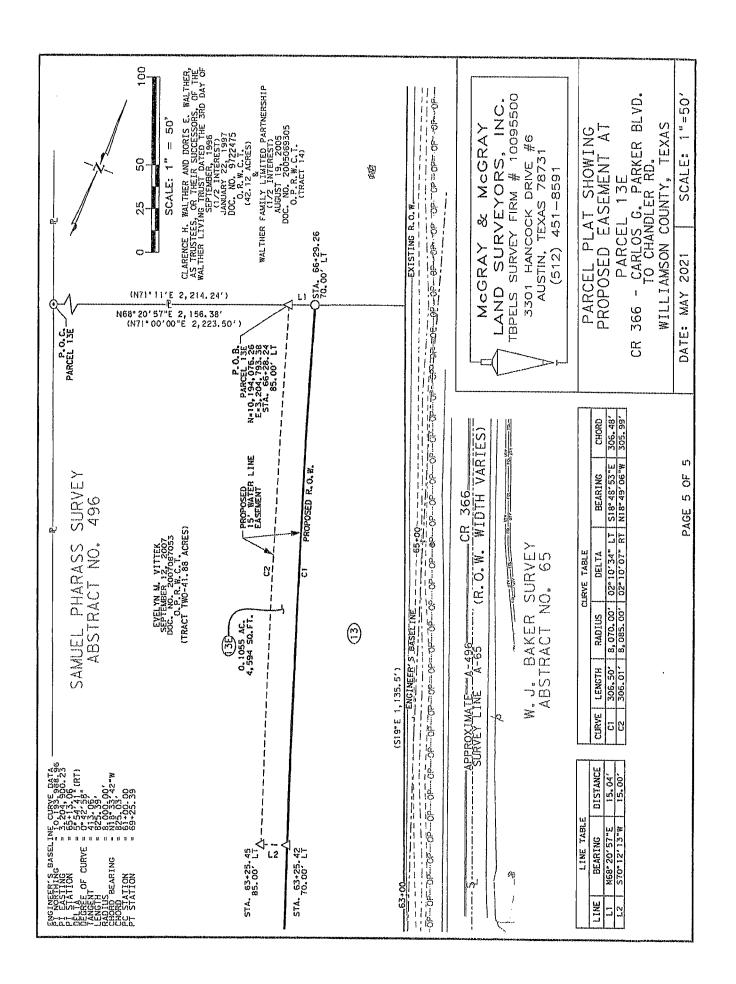
Project Limits: From Carlos G. Parker Blvd. to Chandler Rd.

PROPERTY DESCRIPTION FOR EASEMENT 13E

- 3) THENCE, S 70°12'13" W, crossing said 41.88 acre tract, a distance of 15.00 feet to a point, 85.00 feet left of Engineer's Baseline Station 63+25.45, at the beginning of a curve to the right, being the southwest corner of this easement;
- 4) THENCE, with said curve to the right, crossing said 41.88 acre tract, an arc distance of 306.01 feet, through a central angle of 02°10'07", having a radius of 8,085.00 feet, a chord bearing of N 18°49'06" W, and a chord distance of 305.99 feet to the POINT OF BEGINNING and containing 4,594 square feet (0.1055 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.

	P. O. C. PARCEL 13E	THE SURVEY SHOWN WAS PREPARED IN CONJUNCTION WITH THAT COMMINGEN SOURCES GUARANTY COMMINGEN SOURCE SOURCE OF THE MATTERS. 10. THE FOLCWING MATTERS AND ALL TERMS OF THE DOCUMENTS CREATINGEN OF THE MATTERS. A. TEXAS POWER & LIGHT COMMANY ELECTRIC EASEMENT AS DESCRIBED IN VOLUME 399, PAGE 534, DEED RECORDS, WILLIAMSON COUNTY, TEXAS—UNABLE TO PLOT C. JONAH WATER SUPPLY CORP. WATER LINE EASEMENT AS DESCRIBED IN VOLUME 364, PAGE 62, DEED RECORDS, WILLIAMSON COUNTY, TEXAS—UNABLE TO PLOT C. JONAH WATER SUPPLY CORP. WATER LINE EASEMENT AS DESCRIBED TO VOLUME 564, PAGE 62, DEED RECORDS, WILLIAMSON COUNTY, TEXAS—UNABLE TO PLOT	REV IS TONS	CALCULATED ACQUISITION REMAINING LT 81.43 AC. 3,547,091 SQ.FT. N/A 3,424,529 SQ.FT.	McGRAY & McGRAY LAND SURVEYORS, INC. TBPELS SURVEY FIRM # 10095500 3301 HANCOCK DRIVE #6 AUSTIN, TEXAS 78731 (512) 451-8591	CEL PLAT SHOP POSED EASEMEN PARCEL 13E CARLOS G. PAR TO CHANDLER RD	DATE: MAY 2021 SCALE: N. T. S.
	SAMUEL PHARASS SURVEY ABSTRACT NO. 496	EVELYN M. SEPTEMBER DOC. NO. 7	C. P. R. W. C. T. (TRACT ONE 39. 55 (TRACT TWO-41.88 5) ACRES) 69 69 69	0.1055 AC. 4,594 SQ.FT.	APPROXIMATE A-495 - EXISTING R.O.W. J. BAKER SURVEY (R.O.W. WIDTH VARIES) ABSTRACT PROPERTY INSET	IT TO THE RITY SHOWN IND UNDER STATE SHOWN IND STATE SHOWN IND SHOWN IND STATE	DATE PAGE 4 OF 5
LEGEND	FOUND TADOT TYPE I MONUMENT FOUND IRON ROD (1/2" UNLESS NOTED) CALCULATED POINT, NOT SET 1/2" IRON ROD W/ "MCGRAY & MCGRAY" CAP SET (UNLESS NOTED)		P.K.W.C.I. COUNTY, TEXAS (1) PARCEL NUMBER FOR R.O.W. ACQUISITION NOTES: 1. ALL BEAPINGS AND CORDINATES ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE. NORTH AMERICAN DALLM OF 1983, 2011 AQUISTANIA, ALL DISTANCES AND	COMPUTATIES SHOWN ARE SURAGE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A COMBINED ADJUSTMENT FACTOR FOFT, AND SHOWN ARE SURACE WAS PREPARED WITH THE BENEFIT OF A TITLE COMMINENT PROVIDENT OF A TITLE CONSMITMENT OF A TITLE CONSM	120 170 170 187	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. PRELININARY PRELININARY PRELININARY PRECEDING CONTINUE OF THE COURT OF THE COURT OF THE CROWN COURT OF THE CROWN COURT OF THE CO	TROY R. THOMALS, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6130



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Nancy E. Rister, County Clerk Williamson County, Texas

WATERLINE EASEMENT

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

GRANT OF EASEMENT:

BINSTOR LLC ("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 certain property totaling approximately 0.0536 acre (2,336 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, ingress and egress to the Easement shall be from adjacent public right of way only, unless in case of public emergency or otherwise agreed between Grantor and Grantee in advance.

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.

EXISTING ENCROACHMENTS:

The parties hereby acknowledge that there are an existing sign (SIGN-"LINEA DE VIDA") and cross (IRON CROSS) structures of Grantor or its tenants which encroach within the Easement Tract in the locations as shown on the sketch which accompanies Exhibit "A" (the "Encroachments"), and that Grantor hereby retains the right to maintain, repair, and replace these two identified Encroachments in their existing form and locations, provided that the Grantor provides adequate protection of the Grantee's waterline facilities during any such maintenance, repair or replacement activities and reimburses Grantee for any damage caused to Grantee's facilities within the Easement by such activities. Grantor further acknowledges that as part of the proposed installation of the waterline facilities identified herein, Grantee, its agents or contractors shall at its sole discretion and cost be permitted to permanently remove the rocks identified as "LARGE ROCKS" on the sketch to accompany Exhibit "A" from the Easement Tract if determined to interfere with installation or operation of the Facilities.

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:

WATER SERVICE:

Grantee and Grantor hereby acknowledge and agree that, if Grantor's property is located within Grantee's water service area, then 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 22 day of Feb , 2022.

[signature page follows]

GRANTOR:

BINSTOR LLC

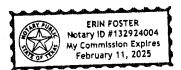
By: Robert Marks, Manager

Acknowledgment

STATE OF TEXAS

COUNTY OF Williamson

This instrument is acknowledged before me on the 22 day of 45 day of 5022, by Robert Marks, in the capacity and for the purposes and consideration recited herein.



Notary Public, State of Texas Printed Name: Trans

My Commission Expires: 2-11-205

JOINDER AND CONSENT OF LIENHOLDER TO WATER LINE EASEMENT

THE RIDGE FELLOWSHIP DBA UPWARDS CHURCH, as Beneficiary under a Deed of Trust executed by Binstor LLC to William C. Shaddock, Trustee, recorded in Document No. 2020093986 of the Official Records of Williamson County, Texas (the "Grantor Security Documents") that create liens, security interests and other rights and powers that encumber all or parts of the property described in Exhibit "A" ("Grantor Liens"), executes this water line easement ("Easement") for the limited purpose of (i) consenting to the terms and conditions of the foregoing Easement and (ii) agreeing that the Grantor Security Documents and the Grantor Liens are and shall be subordinate and inferior to all of the easements, restrictions, terms and provisions of the Easement, so that no enforcement of the terms of the Grantor Security Documents shall amend, impair or otherwise affect the easements, restrictions, terms or provisions of said Easement.

THE RIDGE FELLOWSHIP DBA UPWARDS CHURCH

By: Kenneth David Koop

Title: Lead Pastor

<u>ACKNOWLEDGEMENT</u>

This instrument was acknowledged before me on this day of filman, 2021, by femuch Darrell Koop, the head fastor of The Ridge Followship dba Upwards Church, known to me to be the person whose name is subscribed to the preceding instrument, and acknowledged to me that he/she executed the same for the purposes and

DEBORAH EVERETT

Notary Public, State of Texas

Comm. Expires 10-26-2025

Notary ID 3458831

consideration recited herein.

THE STATE OF TEXAS

Notary Public in and for the State of Texas

Order Number: T-149318

EXHIBIT "A" LEGAL DESCRIPTION

Easement estate for a water line easement over and across a 2,336 square foot (0.0536 of one acre) tract of land, more or less, out of the SAMUEL PHARASS SURVEY, ABSTRACT NO. 496, in Williamson County, Texas, being a portion of that tract described as 5.832 acres conveyed to Binstor LLC by Warranty Deed with Vendor's Lien dated August 7, 2020, as recorded in Document No. 2020093985, Official Public Records, Williamson County, Texas; said 2,336 square foot (0.0536 of one acre) water line easement being more particularly described by metes and bounds on Exhibit "A-1" attached hereto.

Note: Company does not represent that the above acreage and/or square footage calculations are correct.

Exhibit "A-1"

County: Williamson Page 1 of 4
Highway: County Road 366 November 15, 2021

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

PROPERTY DESCRIPTION FOR EASEMENT 5E

DESCRIPTION OF a 2,336 square foot (0.0536 of one acre) water line easement out of the Samuel Pharass Survey, Abstract No. 496, in Williamson County, Texas, being a portion of that tract described as 5.832 acres conveyed to Binstor LLC by Warranty Deed with Vendor's Lien dated August 7, 2020, as recorded in Document No. 2020093985, Official Public Records, Williamson County, Texas (O.P.R.W.C.T.); said 2,336 square foot (0.0536 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 at the southwest corner of said 5.832 acre tract and the northwest corner of that tract described as 3.06 acres conveyed to S Dowdy, Inc. by Warranty Deed with Vendor's Lien dated June 20, 2013, as recorded in Document No. 2013058136, O.P.R.W.C.T., said 3.06 acre tract being further described in Document No. 2004044175, O.P.R.W.C.T.;

THENCE, N 68°20'07" E, along the south line of said 5.832 acre tract and the north line of said 3.06 acre tract, a distance of 470.36 feet to a point, being the southwest corner of this easement, for the **POINT OF BEGINNING**, being 85.00 feet left of Engineer's Baseline Station 38+83.22, and having Surface Coordinates of North=10,191,510.54, East=3,205,783.77;

- 1) THENCE, N 21°27'49" W, crossing said 5.832 acre tract, a distance of 155.79 feet to a point, 85.00 feet left of Engineer's Baseline Station 40+39.01, being the northwest corner of this easement;
- 2) THENCE, N 68°32'11" E, crossing said 5.832 acre tract, a distance of 15.00 feet to a point in the proposed west right-of-way line of County Road 366 (CR 366), 70.00 feet left of Engineer's Baseline Station 40+39.01, being the northeast corner of this easement;
- 3) THENCE, S 21°27'49" E, along the proposed west right-of-way line of CR 366, crossing said 5.832 acre tract, a distance of 155.73 feet to a 1/2-inch iron rod with a "Mcgray & Mcgray" cap set in the south line of said 5.832 acre tract and the north line of said 3.06 acre tract, 70.00 feet left of Engineer's Baseline Station 38+83.28, being the southeast corner of this easement;

County: Williamson

Page 2 of 4

Highway: County Road 366

November 15, 2021

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

PROPERTY DESCRIPTION FOR EASEMENT 5E

4) THENCE, S 68°20'07" W, along the south line of said 5.832 acre tract and the north line of said 3.06 acre tract, a distance of 15.00 feet to the POINT OF BEGINNING and containing 2,336 square feet (0.0536 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.

Right-of-entry was unable to be obtained at the time of survey. Monuments along the proposed right-of-way line were unable to be set, where noted.

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 15th day of November, 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

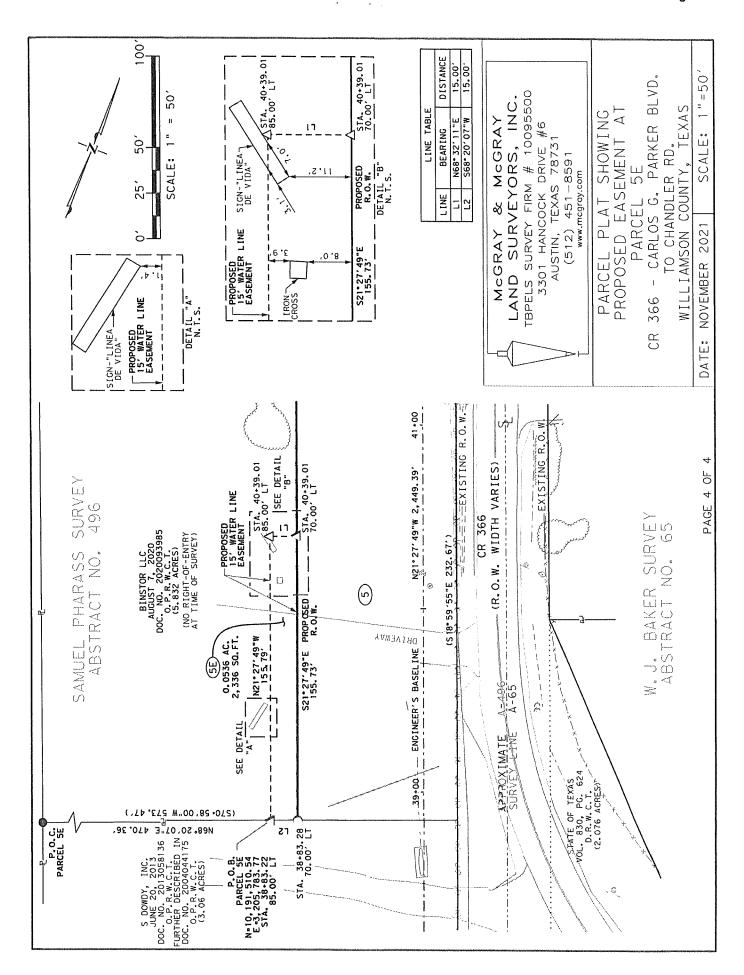
MRY

11/15/2021

Troy R. Thomas, Reg. Professional Land Surveyor No. 6130

2021/Descriptions/CR 366 Williamson County/Parcel 5E

		THE SURVEY SHOWN WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. T-149318 ISSSED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE JUNE 8, 2021, ISSUED DATE JUNE 22, 2021.	10. THE FOLOWING MATTERS AND ALL TERMS OF THE DOCUMENTS CREATING OR OFFERING EVIDENCE OF THE MATTERS: 1. EASWENT AND EASEWERN RIGHTS AS SET OUT IN VOLUME 883, PAGE 734 AND VOLUME 942, PAGE 889 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS- DOES NOT AFFECT	REVISIONS	T SULLSTITON REMAINING T	C. FT.) N/A (208,922 SQ. F	GRAY & N SURVEYC	BPELS SURVET FIRM # 10095300 3301 HANCOCK DRIVE #6 AUSTIN, TEXAS 78731 (512) 451-8591 www.mcgray.com	PARCEL PLAT SHOWING PROPOSED EASEMENT AT PARCEL 5E	CR 366 - CARLOS G. PARKER BLVD. TO CHANDLER RD. WILLIAMSON COUNTY, TEXAS DATE: NOVEMBER 2021 SCALE: N.T.S.
	L PHARASS S STRACT NO.	P. O. C.	BINSTOR LLC AUGUST 7, 2020 DOC. NO. 2020093985 O.P.R.W.C.T. (5,832 ACRES) (NO RIGHT-OF-ENTRY AT TIME OF SURVEY)	0.0536 AC. PROPOSED 2,336 SQ.FT. EASEMENT	(E)	EXISTING R.O.W. CR 366 (R.O.W. WIDTH VARIES)	PROPERTY INSET NOT TO SCALE	SAN STREET	THOY I	DATE PAGE 3 OF 4
LEGEND		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	O SC CING CING CIAL	<u> </u>	1. ALL BEAKINS AND COMBINALES ANE BASED ON THE TEXT OF THE AREX CORPUNATE SYSTEM, CENTRAL ZONE, NORTH AREX CORPUNATE SYSTEM, CENTRAL ZONE, NORTH DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A COMBINED ADJUSTMENT FACTOR OF 1.00011. UNITS:	2. THIS SURVEY WAS PREPARED WITH THE BENEFIT OF A TITLE COMMITMENT PROVIDED BY TITLE RESOURCES GUARANTY COMPANY IN NOVEMBER 2021. 3. ARSTRACTING AND FIFLD SURVEYING WERE PERFORMED	FROM JANUARY 2020 THROUGH OCTOBER 2 PLANIMETRICS SHOWN HEREON WERE COLL BETWEEN SEPTEMBER 2017 AND OCTOBER	5. THIS PARCEL PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE. 6. RIGHT-OF-ENTRY WAS UNABLE TO BE OBTAINED AT THE TIME OF SURVEY. MONUMENTS ALONG THE PROPOSED R.O.W. LINE WERE UNABLE TO BE SET WHERE NOTED.	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.	TROY R. THOMAS, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6130



ELECTRONICALLY RECORDED OFFICIAL PUBLIC RECORDS

2022026947

Pages: 11 Fee: \$62.00 03/02/2022 01:12 PM PKINNE

Nancy E. Rister, County Clerk Williamson County, Texas

WATERLINE EASEMENT

County Road 366

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

GRANT OF EASEMENT:

S. DOWDY, INC., a Texas corporation ("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 on an as-is, where-as basis, with all faults and defects, 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 certain property totaling approximately 0.0802 acre (3,494 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 monetary 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 This Easement and the figure of the ntee.

In witness whereof, this instrument is executed this day of day of day of day. 2022. by Grantee.

[signature page follows]

GRANTOR:

S DOWDY, INC., a Texas corporation

Samuel D. Dowdy, Sr.

Rhonda R. Dowdy

Acknowledgment

STATE OF TEXAS

COUNTY OF Milliamson

This instrument is acknowledged before me on the day of day of the purposes and consideration recited herein.

DEBORAH EVERETT
Notary Public, State of Texas
Comm. Expires 10-26-2025
Notary ID 3458831

Notary Public, State of Texas

Printed Name: DEBONANE My Commission Expires: 10 - 26

JOINDER AND CONSENT OF LIENHOLDER TO WATER LINE EASEMENT

CLASSIC BANK, NATIONAL ASSOCIATION, as Beneficiary under Deeds of Trust executed by S Dowdy, Inc. to Richard Earl Williams, Jr., Trustee, recorded in Document Nos. 2013058137 and 2017050475 of the Official Records of Williamson County, Texas (the "Grantor Security Documents") that create liens, security interests and other rights and powers that encumber all or parts of the property described in Exhibit "A" ("Grantor Liens"), executes this water line easement ("Easement") for the limited purpose of (i) consenting to the terms and conditions of the foregoing Easement and (ii) agreeing that the Grantor Security Documents and the Grantor Liens are and shall be subordinate and inferior to all of the easements, restrictions, terms and provisions of the Easement, so that no enforcement of the terms of the Grantor Security Documents shall amend, impair or otherwise affect the easements, restrictions, terms or provisions of said Easement.

Security Documents shall amend, impair or provisions of said Easement.	otherwise affect the easements, restrictions, terms or
	CLASSIC BANK, NATIONAL ASSOCIATION By:
	Title:
<u>ACKNO</u>	WLEDGEMENT
THE STATE OF TEXAS	
COUNTY OF <u>lee</u>	
this instrument was acknowledged before by the period of t	ore me on this 29 day of April ,2021; ne EVP of Classic Bank, National rson whose name is subscribed to the preceding the/she executed the same for the purposes and
CHRISTIN REECE Notary Public, State of Texas Notary ID# 12623055-9 My Commission Expires AUGUST 24, 2023	Totary Public in and for the State of Texas

County: Williamson Page 1 of 5 Highway: County Road 366 September 15, 2021

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

PROPERTY DESCRIPTION FOR EASEMENT 4E

DESCRIPTION OF a 3,494 square foot (0.0802 of one acre) water line easement out of the Samuel Pharass Survey, Abstract No. 496, in Williamson County, Texas, being a portion of that tract described as 3.06 acres conveyed to S Dowdy, Inc. by Warranty Deed with Vendor's Lien dated June 20, 2013, as recorded in Document No. 2013058136, Official Public Records, Williamson County, Texas (O.P.R.W.C.T.), said 3.06 acre tract being further described in Document No. 2004044175, O.P.R.W.C.T.; said 3,494 square foot (0.0802 of one acre) water line easement being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2-inch iron rod in a 3/4-inch iron pipe found at the southwest corner of said 3.06 acre tract and the southeast corner of that tract described as 1.28 acres conveyed to Tractor Tire, LLC by General Warranty Deed dated December 5, 2019, as recorded in Document No. 2019117995, O.P.R.W.C.T., being in the north line of that tract described as 38.64 acres conveyed to D&L Land Development, LLC by Warranty Deed with Vendor's Lien dated May 17, 2019, as recorded in Document No. 2019043444, O.P.R.W.C.T.;

THENCE, N 68°21'58" E, along the south line of said 3.06 acre tract, with the north line of said 38.64 acre tract, a distance of 469.63 feet to a point, being the southwest corner of this easement, for the **POINT OF BEGINNING**, 85.00 feet left of Engineer's Baseline Station 36+50.30, and having Surface Coordinates of North=10,191,293.76, East=3,205,869.00;

1) THENCE, N 21°27'49" W, crossing said 3.06 acre tract, a distance of 232.93 feet to a point, 85.00 feet left of Engineer's Baseline Station 38+83.22, being in the north line of said 3.06 acre tract and the south line of that tract described as 5.832 acres conveyed to Binstor LLC by Warranty Deed with Vendor's Lien dated August 7, 2020, as recorded in Document No. 2020093985, O.P.R.W.C.T., also being the northwest corner of this easement, from which a 1/2-inch iron rod found at the northwest corner of said 3.06 acre tract and the southwest corner of said 5.832 acre tract, being in the east line of said 1.28 acre tract, bears S 68°20'07" W, along the north line of said 3.06 acre tract and the south line of said 5.832 acre tract, a distance of 470.36 feet;

County: Williamson Page 2 of 5 Highway: County Road 366 September 15, 2021

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

PROPERTY DESCRIPTION FOR EASEMENT 4E

2) **THENCE**, N 68°20'07" E, along the north line of said 3.06 acre tract, with the south line of said 5.832 acre tract, a distance of 15.00 feet to a 1/2-inch iron rod with a "Mcgray & Mcgray" cap set in the proposed west right-of-way line of County Road 366 (CR 366), 70.00 feet left of Engineer's Baseline Station 38+83.28, being the northeast corner of this easement;

- 3) **THENCE**, S 21°27'49" E, along the proposed west right-of-way line of CR 366, crossing said 3.06 acre tract, a distance of 232.94 feet to a 1/2-inch iron rod with "Mcgray & Mcgray" cap set in the south line of said 3.06 acre tract and the north line of said 38.64 acre tract, 70.00 feet left of Engineer's Baseline Station 36+50.34, being the southeast corner of this easement;
- 4) THENCE, S 68°21'58" W, along the south line of said 3.06 acre tract and the north line of said 38.64 acre tract, a distance of 15.00 feet to the POINT OF BEGINNING and containing 3,494 square feet (0.0802 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.

County: Williamson

Page 3 of 5

Highway: County Road 366

September 15, 2021

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

PROPERTY DESCRIPTION FOR EASEMENT 4E

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 15th day of September, 2021 A.D.

SURVEYED BY:

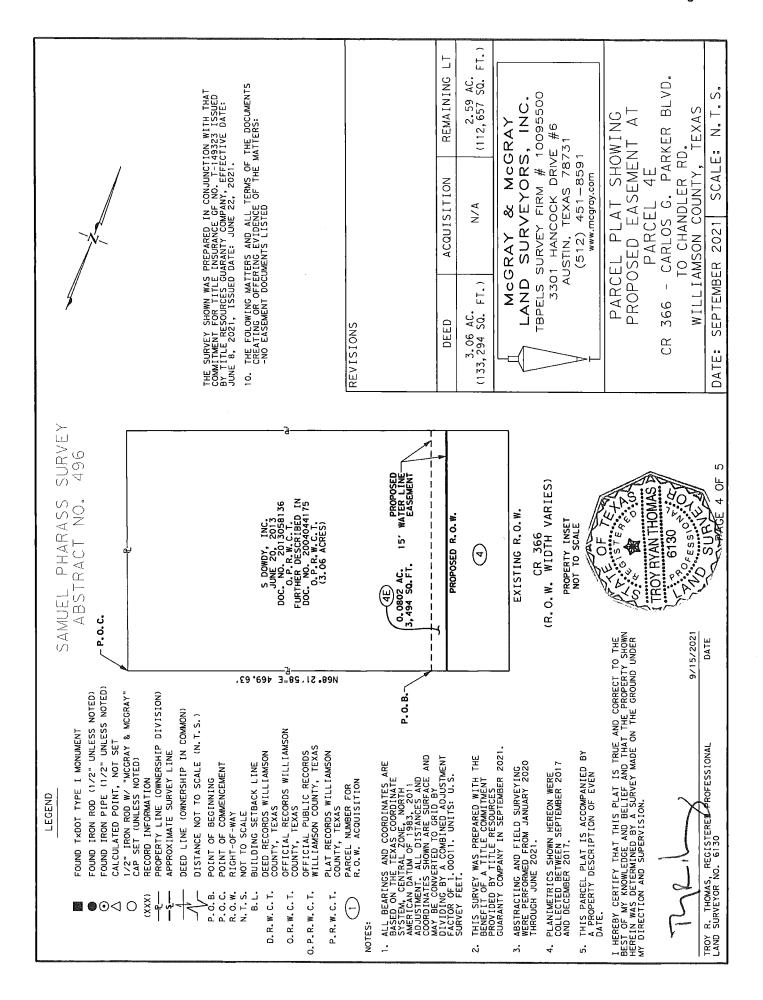
McGRAY & McGRAY LAND SURVEYORS, INC.

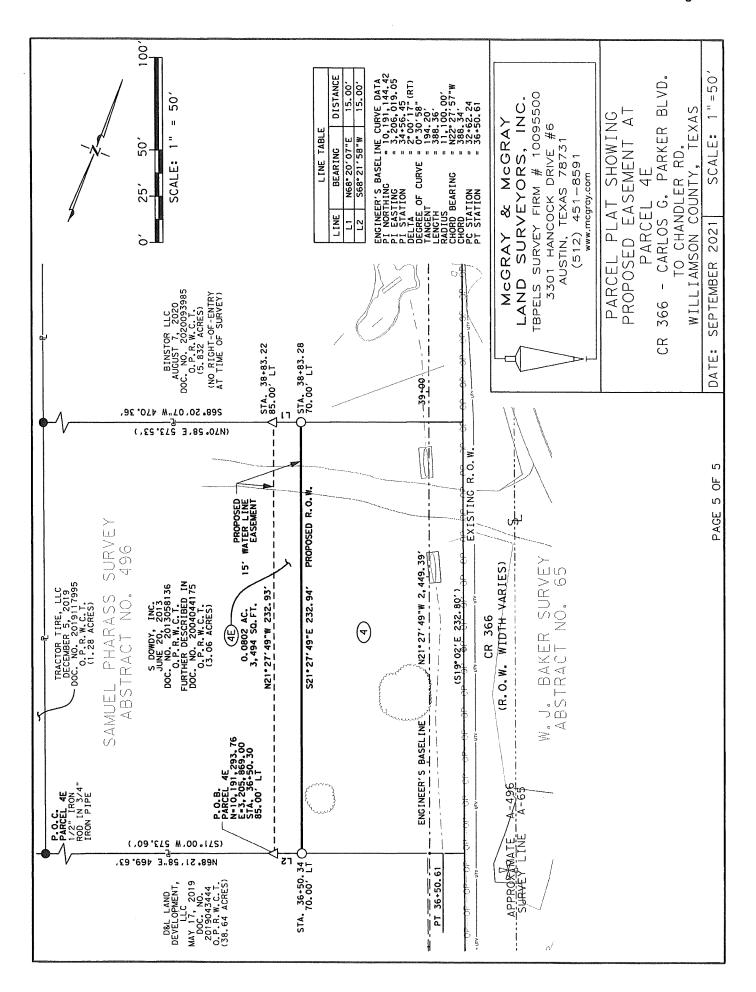
3301 Hancock Dr., Ste. 6 Austin, TX 78731 (512) 451-8591 TBPELS Survey Firm# 10095500

9/15/2021

Troy R. Thomas, Reg. Professional Land Surveyor No. 6130

2020/Descriptions/CR 366 Williamson County/Parcel 4E





OFFICIAL PUBLIC RECORDS

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Nancy E. Rister, County Clerk Williamson County, Texas

WATERLINE EASEMENT

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

GRANT OF EASEMENT:

PAUL A. KROSCHEWSKY ("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 0.0302 acre (1,314 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. <u>However, such right shall only be exercised and allowed if access to the Easement Tract</u> is not otherwise reasonably available from an adjacent public right of way.

Recorded By: 3UT-1493041SB 00473941.DOCX Texas National Title

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:

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 12 day of 1,2021.

[signature page follows]

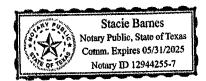
GRANTOR:
Paul A. Kroschewsky

Acknowledgment

STATE OF TEXAS

COUNTY OF WILLIAMSON

This instrument is acknowledged before me on the 13 day of 500, 2021, by Paul A. Kroschewsky, in the capacity and for the purposes and consideration recited herein.



Notary Public, State of Texas
Printed Name:
My Commission Expires:

Exhibit "A"

County: Williamson Page 1 of 5 Highway: County Road 366 June 24, 2021

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

PROPERTY DESCRIPTION FOR EASEMENT 15E

DESCRIPTION OF a 1,314 square foot (0.0302 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 26.172 acres conveyed to Paul A. Kroschewsky (1/2 Interest) by Warranty Deed dated February 22, 2019, as recorded in Document No. 2019014336, Official Public Records, Williamson County, Texas (O.P.R.W.C.T.), and being a remaining portion of a 78.515 acre tract conveyed to Paul A. Kroschewsky (1/2 Interest) by General Warranty Deed dated May 22, 2017, as recorded in Document No. 2017047195, O.P.R.W.C.T.; said 1,314 square foot (0.0302 of one acre) water line easement being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2-inch iron rod with a "TRIAD" cap found (leaning) in the south line of that tract described as 78.562 acres conveyed to Sandra Sue Altman by Warranty Deed dated February 22, 2019, as recorded in Document No. 2019014333, O.P.R.W.C.T., being in the north margin of County Road 367 (CR 367, varying width);

THENCE, S 68°23'40" W, along the north margin of CR 367, with the south line of said 78.562 acre tract, passing at a distance of 404.19 feet a point at the southeast corner of said 26.172 acre tract and the southwest corner of said 78.562 acre tract, being in the south line of the original 78.515 acre tract, continuing along the north margin of CR 367, with the south line of said 26.172 acre tract and said 78.515 acre tract, a distance of 345.58 feet for a total distance of 749.77 feet to a point, being the southeast corner of this easement, for the **POINT OF BEGINNING**, 135.84 feet right of Engineer's Baseline Station 62+87.46, and having Surface Coordinates of North=10,193,826.71, East=3,205,112.53;

1) THENCE, S 68°23'40" W, along the south line of said 26.172 acre tract and said 78.515 acre tract, with the north margin of CR 367, a distance of 18.96 feet to a 1/2-inch iron rod with a "Mcgray & Mcgray" cap set in the proposed east right-of-way of CR 366, 116.88 feet right of Engineer's Baseline Station 62+86.98, being the southwest corner of this easement, from which a 1/2-inch iron rod with a "TRIAD" cap found at the southwest corner of said 26.172 acre tract, and being in the existing east margin of County Road 366 (CR 366, varying width) bears S 68°23'40" W, a distance of 50.00 feet;

County: Williamson Page 2 of 5 Highway: County Road 366 June 24, 2021

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

PROPERTY DESCRIPTION FOR EASEMENT 15E

- 2) THENCE, N 63°55'09" W, along the proposed east right-of-way line of CR366, crossing said 26.172 acre tract, a distance of 67.59 feet to a 1/2-inch iron rod with a "Mcgray & Mcgray" cap set, for the beginning of a curve to the right, 70.00 feet right of Engineer's Baseline Station 63+36.24, being a west corner of this easement;
- 3) THENCE, 19.01 feet, along the arc of said curve to the right and the proposed east right-of-way line of CR 366, crossing said 26.172 acre tract, through a central angle of 00°08'14"(RT), having a radius of 7,930.00 feet, and a chord bearing of N 19°45'24" W, a chord distance of 19.01 feet to a point, 70.00 feet right of Engineer's Baseline Station 63+55.42, being the northwest corner of this easement;
- 4) THENCE, N 70°12'13" E, crossing said 26.172 acre tract, a distance of 2.44 feet to a point, 72.44 feet right of Engineer's Baseline Station 63+55.43, being a north corner of this easement;
- 5) THENCE, S 63°55'09" E, crossing said 26.172 acre tract, a distance of 72.90 feet to a point, 123.12 feet right of Engineer's Baseline Station 63+02.38, being a north corner of this easement:
- 6) THENCE, N 68°23'40" E, crossing said 26.172 acre tract, a distance of 12.66 feet to a point, 135.78 feet right of Engineer's Baseline Station 63+02.72, being the northeast corner of this easement;
- 7) THENCE, S 20°20'20" E, crossing said 26.172 acre tract, a distance of 15.00 feet to the POINT OF BEGINNING and containing 1,314 square foot (0.0302 of one acre), 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.

County: Williamson

Page 3 of 5 June 24, 2021

Highway: County Road 366

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

PROPERTY DESCRIPTION FOR EASEMENT 15E

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 24th day of June, 2021 A.D.

SURVEYED BY:

McGRAY & McGRAY LAND SURVEYORS, INC.

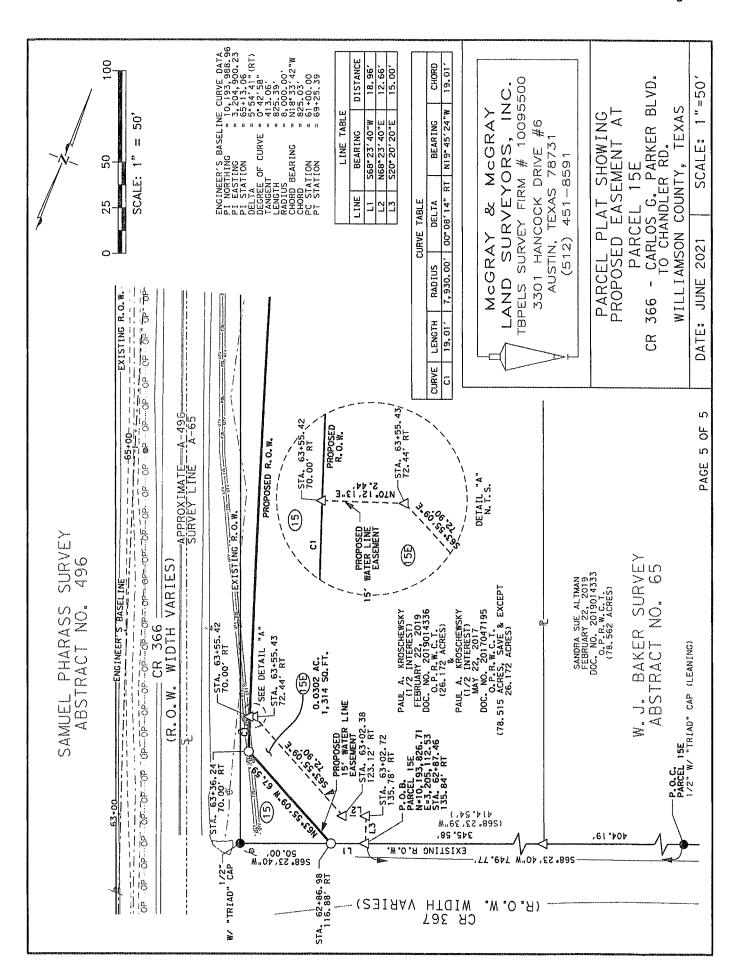
3301 Hancock Dr., Ste. 6 Austin, TX 78731 (512) 451-8591 TBPELS Survey Firm# 10095500

17 R 6 24 202

Troy R. Thomas, Reg. Professional Land Surveyor No. 6130

2020/Descriptions/CR 366 Williamson County/Parcel 15E

THE SURVEY SHOWN WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. T-149304 ISSUED BY TEXAS NATIONAL TITLE, INSURANCE GF NO. T-149304 ISSUED BY TEXAS NATIONAL TITLE, JUNE 21, 2021. 10. THE FOLOWING MATTERS AND ALL TERMS OF THE DOCUMENTS CREATING OR OFFERING EVIDENCE OF THE MATTERS: 2. TEXAS POWER & LIGHT COMPANY ELECTRIC EASEMENT AS DESCRIBED IN VOLUME 281, PAGE 313, DEED RECORDS, WILLIAMSON COUNTY, TEXAS- UNABLE TO PLOT 3. TEXAS POWER & LIGHT COMPANY ELECTRIC EASEMENT AS DESCRIBED IN VOLUME 528, PAGE 314, DEED RECORDS, WILLIAMSON COUNTY, TEXAS- UNABLE TO PLOT 4. JONH WATER SUPPLY CORP. WATER LINE EASEMENT AS DESCRIBED IN VOLUME 564, PAGE 63, DEED RECORDS, WILLIAMSON COUNTY, TEXAS- UNABLE TO PLOT 5. ALL TERMS, CONDITIONS, AND PROVISIONS OF THAT CERTAIN PROPERTY AGGREEMENT RECORDED IN DOCUMENT NO. 2017047192, DEFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS- DOES NOT AFFECT	KEVISIONS - ACQUISITION REMAINING RT	26.172 AC. N/A 21.882 AC. N/A 953,186 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 15E CR 366 - CARLOS G. PARKER BLVD. TO CHANDLER RD. WILLIAMSON COUNTY, TEXAS DATE: JUNE 2021 SCALE: N.T.S.
NOTES: 1. ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS COORDINATE SHE SYSTEM, CENTRAL ZONE, NORTH AMERICAN DATUM OF 1982, 2011 AMERICAN DATUM OF 1982, 2011 AMUSTREET, 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. 2. THIS SURVEY WAS PREPARED WITH THE BENEFIT OF A TITLE COMMITMENT PROVIDED BY TEXAS NATIONAL TITLE, INC. IN JUNE 2021. 3. ABSTRACTING AND FIELD SURVEYING WERE PERFORMED FROM JANUARY 2020 THROUGH MAY 2021. 4. PLANIMETRICS SHOWN HEREON WERE COLLECTED BETWEEN SEPTEMBER 2017 A PROPERTY DESCRIPTION OF EVEN DATE.	NO.	PAUL A. KROSCHEWSKY (1/2 INTEREST)	W. J. ABS	
FOUND TXDOT TYPE I MONUMENT FOUND IRON ROD (1/2" UNLESS NOTED) CALCULATED POINT, NOT SET (XXX) CAP SET (UNLESS NOTED) (XXX) RECORD INFORMATION RODPERTY LINE (OWNERSHIP DIVISION) APPROXIMATE SURVEY LINE DEED LINE (OWNERSHIP DIVISION) P.O.B. POINT OF BEGINNING P.O.C. POINT OF SECHNING P.O.C. RIGHT-OF-WAY N.T.S. NOT TO SCALE B.L. BUILDING SETBACK LINE B.L. BUILDING SETBACK LINE D.R.W.C.T. COUNTY, TEXAS O.R.W.C.T. COUNTY, TEXAS O.R.W.C.T. WILLIAMSON COUNTY, TEXAS O.P.R.W.C.T. WILLIAMSON COUNTY, TEXAS P.D.W.C.T. WILLIAMSON COUNTY, TEXAS O.P.R.W.C.T. WILLIAMSON COUNTY, TEXAS P.D.W.C.T. WILLIAMSON COUNTY, TEXAS	COUNTY, TEXAS PARCEL NUMBER FOR R.O.W. ACQUISITION (R.O.W. EXISTING R.O.W.	PROPOSED R. O. W. PROPOSED 15. WATER LINE EASEMENT O. O. B. PARCEL 15E	CR 30 CR 30 EXISTING See 2 PARCE 15E	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. Comparison of the control of the co



ELECTRONICALLY RECORDED OFFICIAL PUBLIC RECORDS

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Nancy E. Rister, County Clerk Williamson County, Texas

WATERLINE EASEMENT

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

GRANT OF EASEMENT:

JACK DALE HALL and CYNTHIA D. SURLES-HALL ("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 certain property totaling approximately 0.0659 acre (2,871 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:

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 24 day of 5, 2021.

[signature page follows]

GRANTOR:

Cynthia D. Surles-Hall

Acknowledgment

STATE OF TEXAS

COUNTY OF Williamson

This instrument is acknowledged before me on the 24 day of september 2021 by Cynthia D. Surles Hall, in the capacity and for the purposes and consideration recited herein.

DEBORAH STEARNS MURPHY
Notary Public, State of Texas
Comm. Expires 10-26-2021
Notary ID 345883-1

Notary Public, State of Texas
Printed Name: Desolah Stearns Munphy

My Commission Expires: 10-26-2021

GRANTOR:

Jack Dale Hall

Acknowledgment

STATE OF TEXAS

COUNTY OF Williamson

This instrument is acknowledged before me on the day of Applember, 2021 by Jack Dale Hall, in the capacity and for the purposes and consideration recited herein.

DEBORAH STEARNS MURPHY
Notary Public, State of Texas
Comm. Expires 10-26-2021
Notary ID 345883-1

Notary Public, State of Texas,
Printed Name: DEBORAH Stevens Marghy
My Commission Expires 10 -26 -2021

County: Williamson Page 1 of 7

Highway: County Road 366 September 13, 2021

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

PROPERTY DESCRIPTION FOR EASEMENT 14E

DESCRIPTION OF a 2,871 square foot (0.0659 of one acre) water line easement consisting of two parts out of the W.J. Baker Survey, Abstract No. 65, in Williamson County, Texas, and being a portion of the remainder 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.); said 2,871 square foot (0.0659 of one acre) water line easement being more particularly described in two parts by metes and bounds as follows:

PART 1

COMMENCING at a 1/2-inch iron rod found at the southeast corner of said remainder of 5.76 acre tract, being in the north line of the remainder 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.), from which a 1/2-inch iron rod found at the northeast corner of said remainder of 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 south line of said remainder of 5.76 acre tract, with the north line of said remainder of 10 acre tract, a distance of 391.17 feet to a point, being the southeast 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 68°02'29" W, continuing along the south line of said remainder of 5.76 acre tract and the north line of said remainder of 10 acre tract, a distance of 15.00 feet to a point (unable to set; under water at time of survey) in the east margin of County Road 366 (CR366, varying width), being the southeast corner of a called 0.0567 acre tract conveyed to Williamson County, Texas by Deed dated February 27, 2021 and recorded in Document No. 2021037990, O.P.R.W.C.T, 107.42 feet right of Engineer's Baseline Station 56+73.55, being the southwest corner of this easement, from which a 1/2-inch iron rod found at the southwest corner of said 0.0567 acre Williamson County, Texas tract, bears S 68°02'29" W, a distance of 44.15 feet;

County: Williamson Page 2 of 7 Highway: County Road 366 September 13, 2021

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

PROPERTY DESCRIPTION FOR EASEMENT 14E

2) THENCE, N 21°34'16" W, along the west line of said remainder of 5.76 acre tract and the east line of said 0.0567 acre Williamson County, Texas tract, with the east margin of CR 366, a distance of 34.45 feet to a 1/2-inch iron rod with a "McGray & McGray" cap set, 107.36 feet right of Engineer's Baseline Station 57+08.00, being a west corner of this easement;

- 3) THENCE, N 66°27'49" W, continuing along the west line of said remainder of 5.76 acre tract and the east line of said 0.0567 acre Williamson County, Texas tract, with the east margin of CR 366, a distance of 61.31 feet to a 1/2-inch iron rod with a "McGray & McGray" cap set at a corner in the west line of said remainder of 5.76 acre tract, being the northwest corner of said 0.0567 acre Williamson County, Texas tract, 64.00 feet right of Engineer's Baseline Station 57+51.35, being a west corner of this easement;
- 4) THENCE, N 20°55'47" W, continuing along the west line of said remainder of 5.76 acre tract and the east margin of CR 366, a distance of 21.02 feet to a point, 64.20 feet right of Engineer's Baseline Station 57+72.37, being the northwest corner of this easement;
- 5) THENCE, S 66°27'49" E, crossing said remainder of 5.76 acre tract, a distance of 82.23 feet to a point, 122.34 feet right of Engineer's Baseline Station 57+14.22, being an east corner of this easement;
- 6) THENCE, S 21°34'16" E, crossing said remainder of 5.76 acre tract, a distance of 40.55 feet to the POINT OF BEGINNING and containing 1,639 square feet (0.0376 acres), more or less.

PART 2

COMMENCING at a 1/2-inch iron rod found at the northeast corner of said remainder of 5.76 acre tract, being in the south margin of said CR 367, from which a 1/2-inch iron rod found at the southeast corner of said remainder of 5.76 acre tract, being in the north line of said remainder of 10 acre tract, bears S 21°30'06' E, a distance of 559.54 feet;

County: Williamson Page 3 of 7 Highway: County Road 366 September 13, 2021

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

PROPERTY DESCRIPTION FOR EASEMENT 14E

THENCE, S 68°29'54" W, along the north line of said remainder of 5.76 acre tract, with the south margin of said CR 367, a distance of 376.32 feet to a point, being the northeast corner of this easement, for the **POINT OF BEGINNING**, 135.83 feet right of Engineer's Baseline Station 62+38.58, and having Surface Coordinates of North=10,193,781.66, East=3,205,129.23;

- 1) **THENCE**, S 23°42'58" W, crossing said remainder of 5.76 acre tract, a distance of 97.27 feet to a point in the west line of said remainder of 5.76 acre tract and the east margin of CR 366, 67.66 feet right of Engineer's Baseline Station 61+68.30, being the southwest corner of this easement;
- 2) THENCE, N 20°55'47" W, along the west line of said remainder of 5.76 acre tract, with the east margin of CR 366, a distance of 21.35 feet to a 1/2-inch iron rod with a "Mcgray & Mcgray" cap set, 67.66 feet right of Engineer's Baseline Station 61+89.82, being the southwest corner of a called 0.0255 acre tract conveyed to Williamson County, Texas by said Deed recorded in Document No. 2021037990, O.P.R.W.C.T., being a west corner of this easement;
- 3) THENCE, N 23°42'58" E, along the west line of said remainder of 5.76 acre tract and the east line of said 0.0255 acre Williamson County, Texas tract, with the east margin of CR 366, a distance of 66.97 feet to a 1/2-inch iron rod with a "Mcgray & Mcgray" cap set in the north line of said remainder of 5.76 acre tract and the south margin of CR 367, being the northeast corner of said 0.0255 acre William County, Texas tract, 114.54 feet right of Engineer's Baseline Station 62+38.21, being the northwest corner of this easement;
- 4) THENCE, N 68°29'54" E, along the north line of said remainder of 5.76 acre tract, with the south margin of said CR 367, a distance of 21.29 feet to the POINT OF BEGINNING and containing 1,232 square feet (0.0283 of one acre) of land, more or less.

Part 1 1,639 square feet (0.0376 of one acre)

Part 2 1,232 square feet (0.0283 of one acre)

Total 2,871 square feet (0.0659 of one acre)

County: Williamson

Page 4 of 7

Highway: County Road 366

September 13, 2021

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

PROPERTY DESCRIPTION FOR EASEMENT 14E

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.

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 13th day of September, 2021 A.D.

SURVEYED BY:

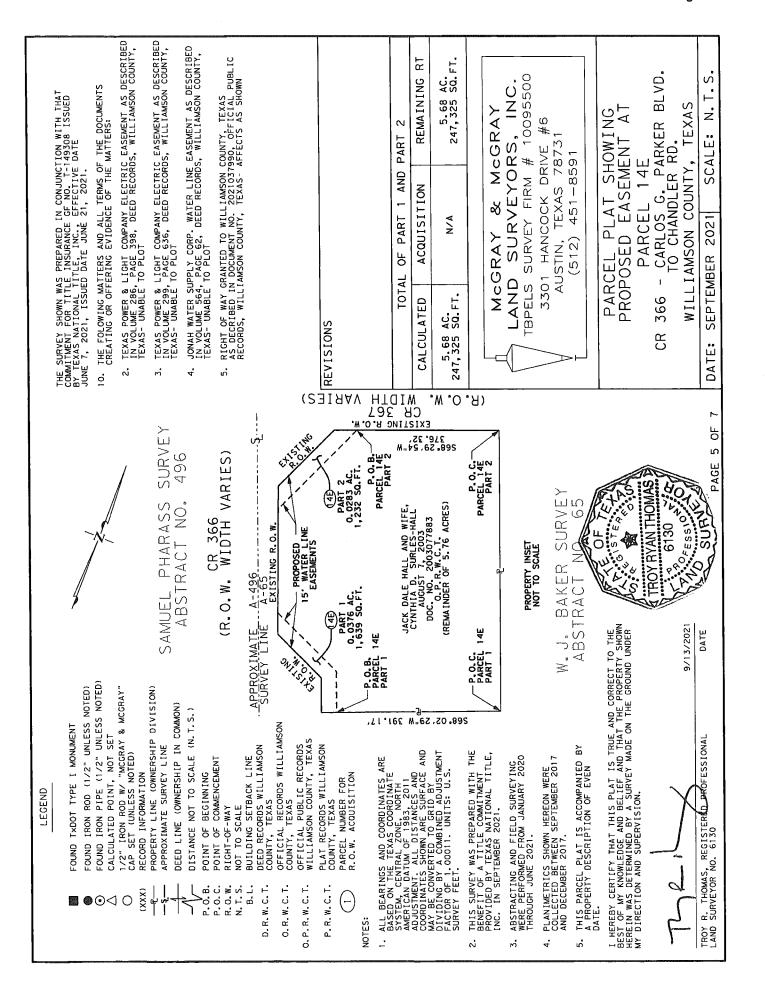
McGRAY & McGRAY LAND SURVEYORS, INC.

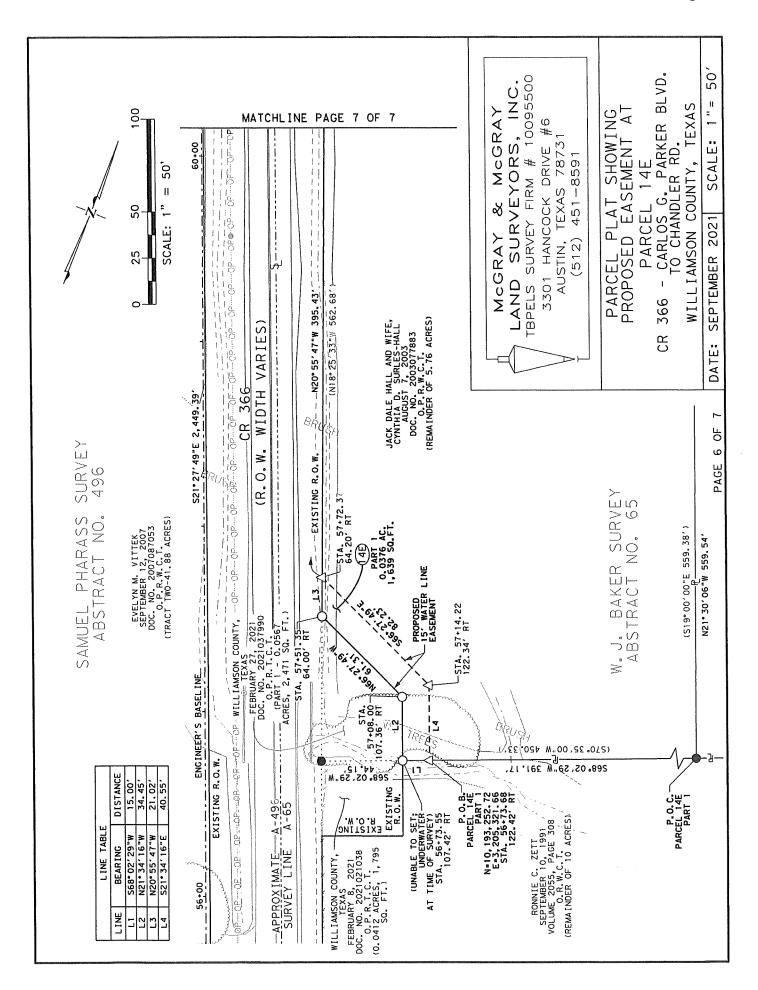
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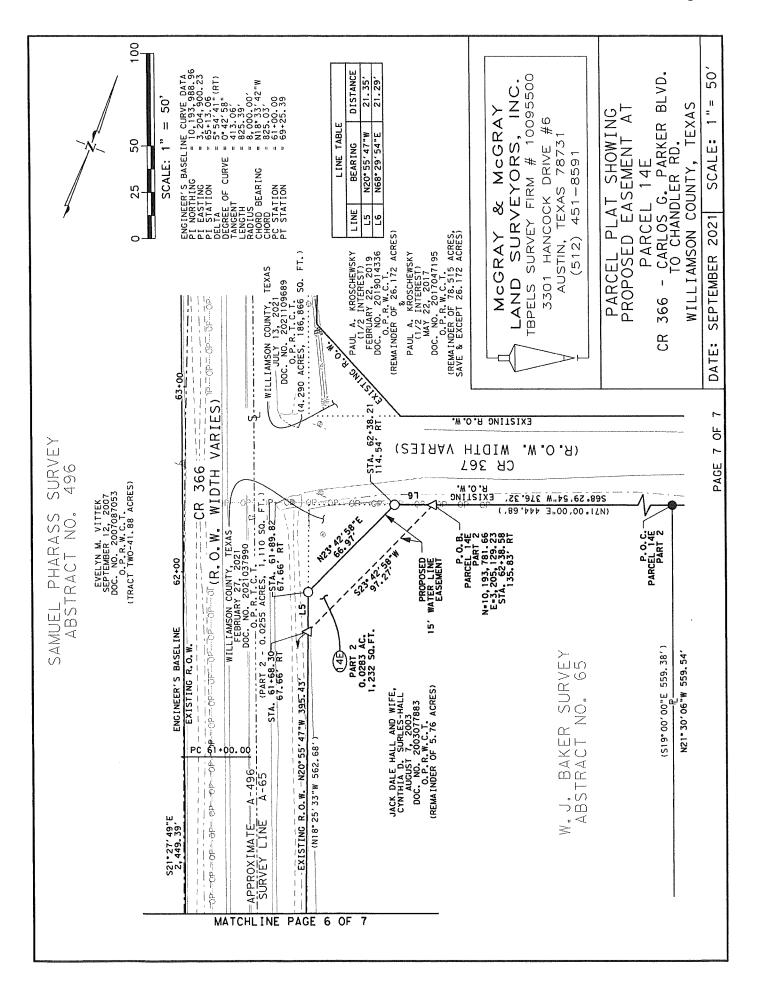
9/13/2021

Troy R. Thomas, Reg. Professional Land Surveyor No. 6130

2020/Descriptions/CR 366 Williamson County/Parcel 14E







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Nancy E. Rister, County Clerk Williamson County, Texas