

**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-of-way 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," "Vittekk 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:**

By:  _____

Printed Name: Bill Brown _____

Title: General Manager _____

Date: 11-15-22 _____

ATTEST:

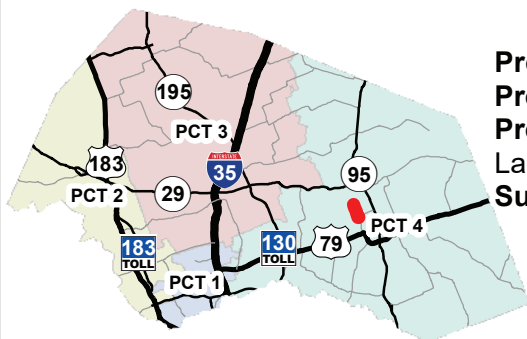
Nancy Rister, County Clerk

WILLIAMSON COUNTY:

By: _____
Bill Gravell, Jr., County Judge

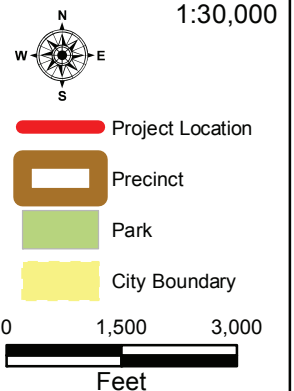
Date: _____

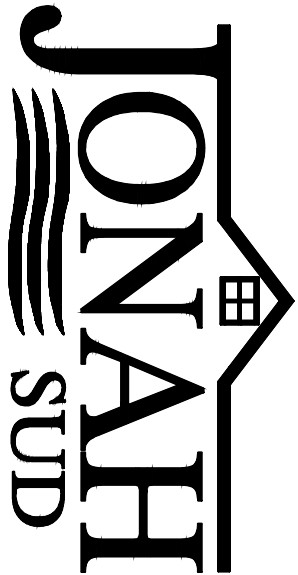
EXHIBIT "A"



Project Name: CR 366
Project Limits: Carlos G Parker to Chandler Road
Project Improvements: Reconstruct Existing 2 Lane Roadway to 5 Lanes
Submitted By: Williamson County

Note:
 The location of facilities are conceptual only. Final alignments will be determined through appropriate planning studies.





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

2020 - CR 366 UTILITY IMPROVEMENTS

GENERAL CONSTRUCTION NOTES

1. THESE PLANS DO NOT INDICATE DETAILED TOPOGRAPHY, IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO INSPECT THE PROJECT BEFORE SUBMITTING BIDS TO DETERMINE LOCATIONS OF VARIOUS TOPOGRAPHIC FEATURES THAT COULD EFFECT CONSTRUCTION METHODS
2. THE CONTRACTOR SHALL NOTIFY
 - 2.1. THE TxDOT HIGHWAY MAINTENANCE FOREMAN
 - 2.2. RAILWAY SUPERINTENDENT
 - 2.3. COUNTY COMMISSIONER
 - 2.4. APPLICABLE CITY COMMISSIONER
 - 2.5. APPLICABLE CITY ENGINEER
3. 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.
4. 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 MANUFACTURERS 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.
8. COORDINATE ANY PLANNED INTERRUPTIONS TO SERVICE WITH THE APPLICABLE UTILITY PURVEYOR A MINIMUM 48 HOURS IN ADVANCE
9. 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 CONTRACTORS ABSENCE.
11. TRAFFIC CONTROL PLANS SHALL BE IN ACCORDANCE WITH TCRP(1-1)-12 THROUGH TCRP(1-6)-12: SEE [HTTPS://WWW.DOT.STATE.TX.US/NSTDOTOT/ORGCHART/GMD/CSERVE/STANDARD/TOC.HTM](https://www.dot.state.tx.us/nstdotot/ORGCHART/GMD/CSERVE/STANDARD/TOC.HTM) FOR SHEETS.

CAYOTE CONSULTING, LLC
T.B.P.E. F-16387
P.O. BOX 24189
WACO, TX 76702 PH. 254-744-3439
MILES@CAYOTECON.COM



PROJECT SPECIFIC NOTES:

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

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



CIVIL ENGINEER

7/5/22
DATE APPROVED

APPROVED

OWNER

7/6/22
DATE APPROVED

JONAH WATER S.U.D.
2020 - CR 366 UTILITY IMPROVEMENTS

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Sheet Number										
Item No.	Item Description	1	2	3	4	5	6	Project Totals		
1	8" C-900, DR-18 P/V/C Pipe; w/ Tracer Wire; Installed	567	284					851		
2	8" C-900, DR-18 P/V/C Restrained Joint Pipe; w/ Tracer Wire; Installed	3	89					92		
3	4" C-900, DR-18 P/V/C Pipe; w/ Tracer Wire; Installed		63		238	325	224	850		
4	4" C-900, DR-18 P/V/C Restrained Joint Pipe; w/ Tracer Wire; Installed	9	21	112	83	43	30	298		
5	16" Steel Enc. Pipe, Bore with 8" C-900, DR-18 RJ Carrier Pipe; Installed		140					140		
6	8" Steel Enc. Pipe, Open Cut with 4" C-900, DR-18 RJ Carrier Pipe; Installed				280	79		359		
7	8" Steel Enc. Pipe, Bored with 4" C-900, DR-18 RJ Carrier Pipe; Installed		50		42	253	71	416		
8	Concrete Encased 8" Steel Enc. Pipe, Open Cut with 4" C-905, DR-18 RJ Carrier Pipe; Installed			65				65		
9	4" Steel Enc. Pipe, Bored with Service Line; Installed			135				135		
10	1" HDPE SDR-9 Service Line; Installed			42				42		
11	8" Gate Valve, Box, and Marker; Installed	1	3					4		
12	4" Gate Valve, Box, and Marker; Installed		1	2	2	1	2	8		
13	Connect New 4" to Existing 2"; Installed	1	2	2				5		
14	Connect New 4" to Existing 1.5"; Installed				1		1	2		
15	Connect New 4" to Existing 1"; Installed					1		1		
16	Relocation of Existing Single Meter and Reconnection of Service Line; Installed		1	1		2		4		
17	Cap Existing 1.5" Waterline; Installed						1	1		
18	Cap Existing 2" Waterline; Installed	1	2	2				5		
19	Install New Flush Valve Assembly; Installed		1				1	2		
20	Saw Cut and Remove and Replace Reinforced Concrete Driveway					38		38		
21	Compacted Gravel Drive Replacement					74		74		
22	Trench Safety	567	347	107	518	404	224	2,167		
23	Storm Water Pollution Prevention Plan Design and Implementation							1		
24	Traffic Control Plan Development and Implementation							1		
25	Mobilization (Not to Exceed 10% of Total Project Bid)							1		

APPROVED:

DATE: 7/5/22

DESIGN: MMW

DRAWN: MMW

CKD: MMW

SEAL:

DESIGN: MMW

DRAWN: MMW

CKD: MMW

JONAH WATER S.U.D.

WILLIAMSON COUNTY, TEXAS

2020 - CR 366 UTILITY IMPROVEMENTS

REVISION DESCRIPTION

DATE BY

CKD

TAKE OFF

AYOTE CONSULTING, LLC

T.B.P.E. F-16387

P.O. Box 24189 WACO, TX 76702

PH. 254-744-3439

SHEET 429

REVISION	DESCRIPTION	DATE	BY	CKD

JONAH WATER S.U.D.

WILLIAMSON COUNTY, TEXAS
2020 - CR 366 UTILITY IMPROVEMENTS

TAKE OFF

DESIGN: MMW
DRAWN: MMW
CKD: MMW
SEAL:



APPROVED:

DATE: 7/5/22

AYOTE
CONSULTING, LLC
T.B.P.E. F-16387

P.O. Box 24189
Waco, TX 76702 PH. 254-744-3439

SHEET 429

1

A

B

C

D

E

F

G

H

I

J

K

L

M

N

O

P

EXISTING LEGEND

EDGE OF ROAD

OVERHEAD LINE

DIRT ROAD

UNDERGROUND CABLE

WATERLINE

FENCE

FIBER OPTIC CABLE

PETROLEUM LINE

GAS LINE

TELEPHONE LINE

WATERLINE EASEMENT

SIGN

POWER POLE

GUY

PROPOSED LEGEND

FENCE POST

WELL

MARKER

CLEAN OUT

WATER METER

WATER VALVE

BOLLARD

GUARD RAIL POST

VENT

STORM MANHOLE

SEWER MANHOLE

FIRE HYDRANT

WATER VAULT

BORE LOCATION

TELEPHONE

ELECTRIC STRUCTURE

WATERLINE W/ STATIONING

CASING W/ CARRIER PIPE

TEMPORARY CONSTRUCTION EASEMENT (TCE)

SILT FENCE

BLOW OFF/FLUSH VALVE ASSEMBLY

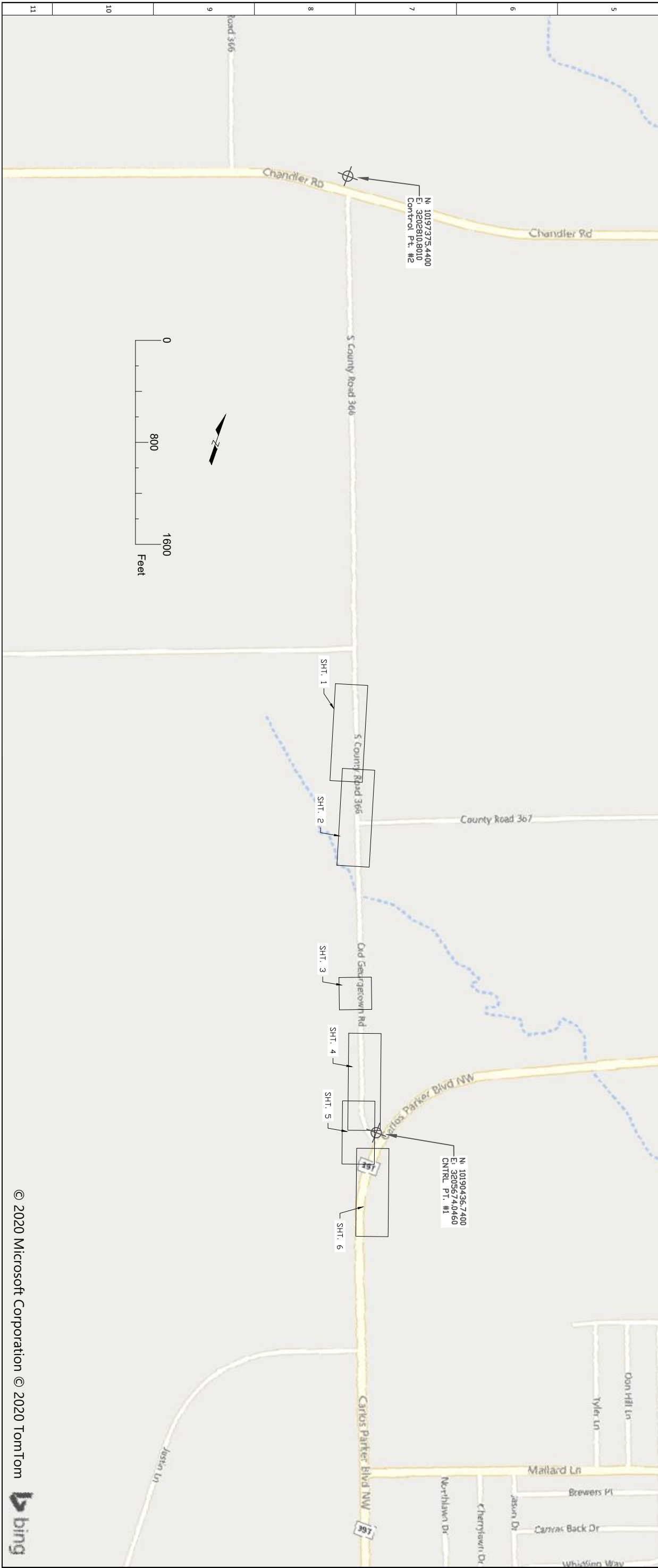
AIR/VACUUM RELIEF ASSEMBLY

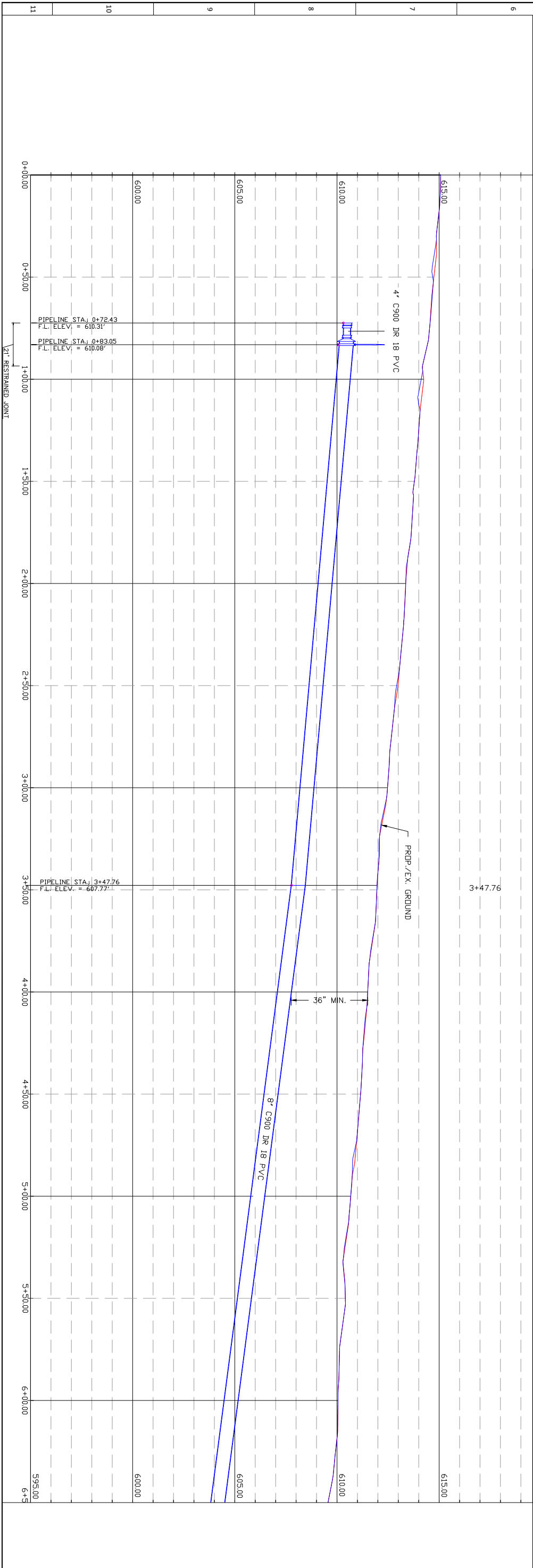
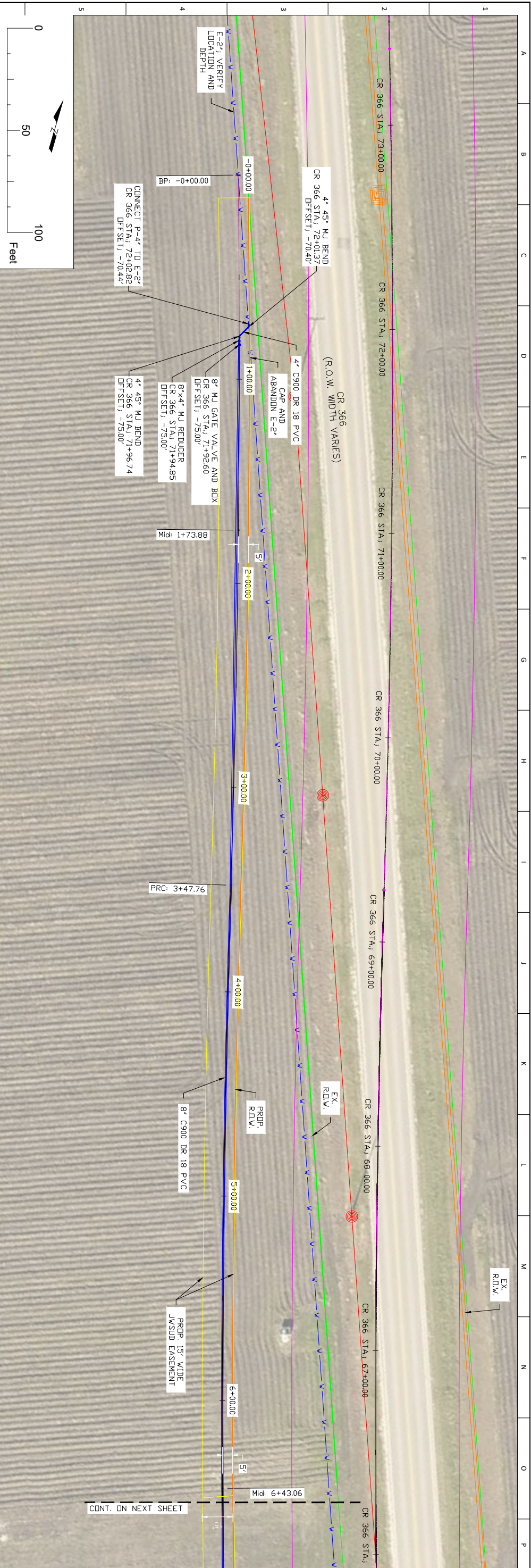
GATE VALVE

BUTTERFLY VALVE

FIRE HYDRANT

WATERLINE MARKER





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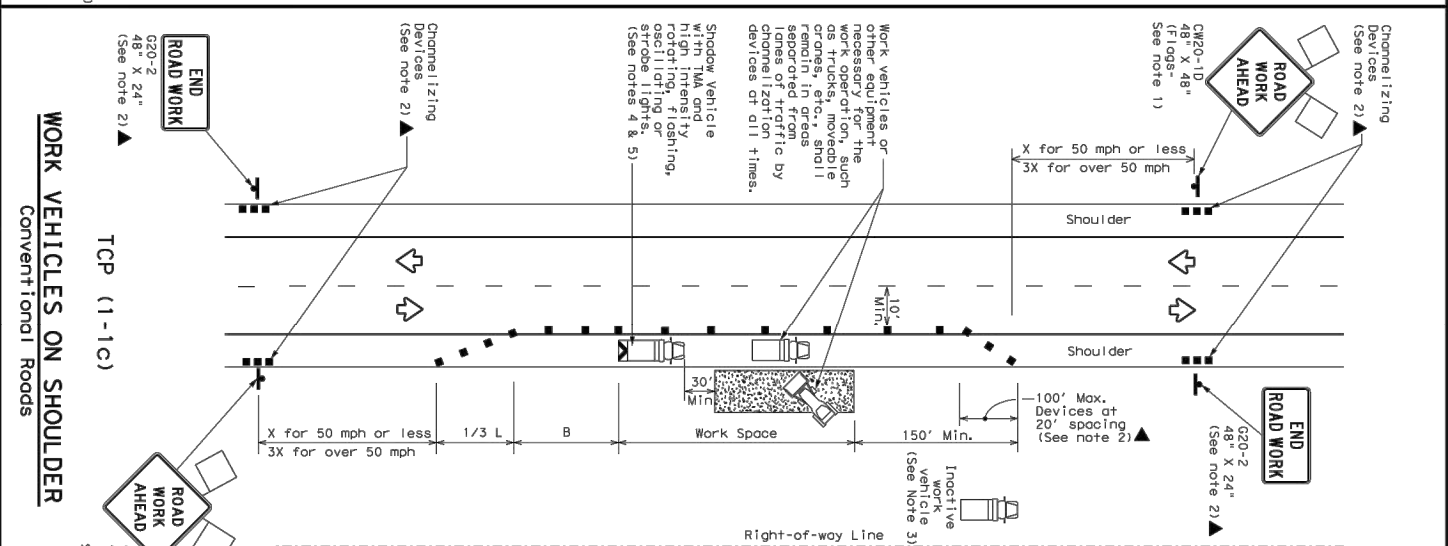
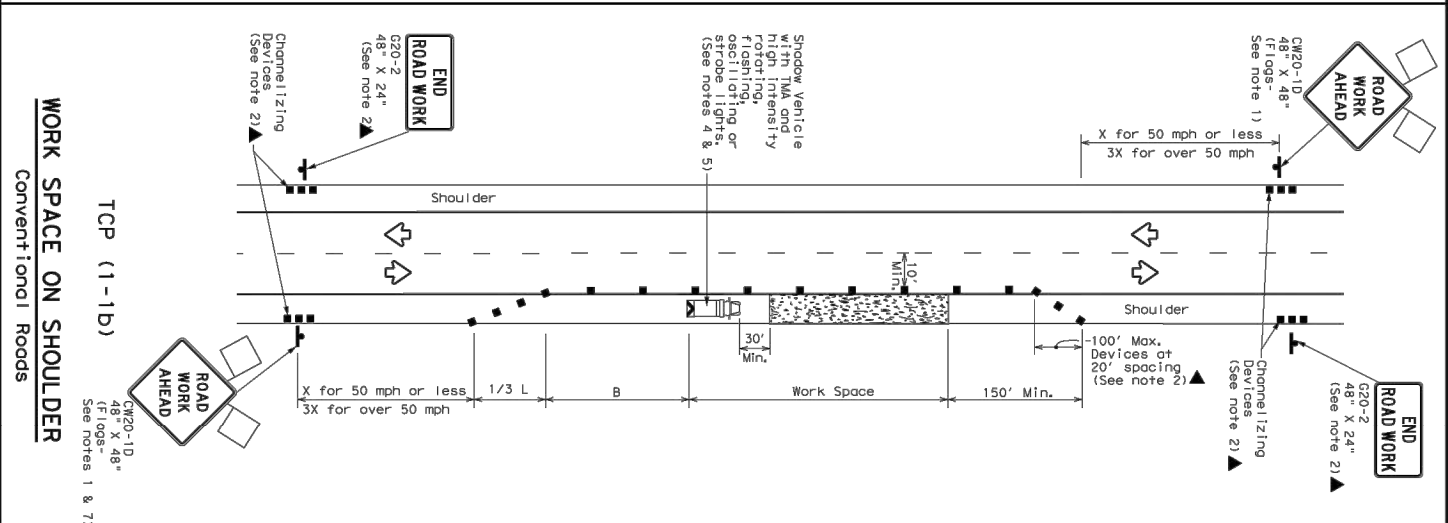
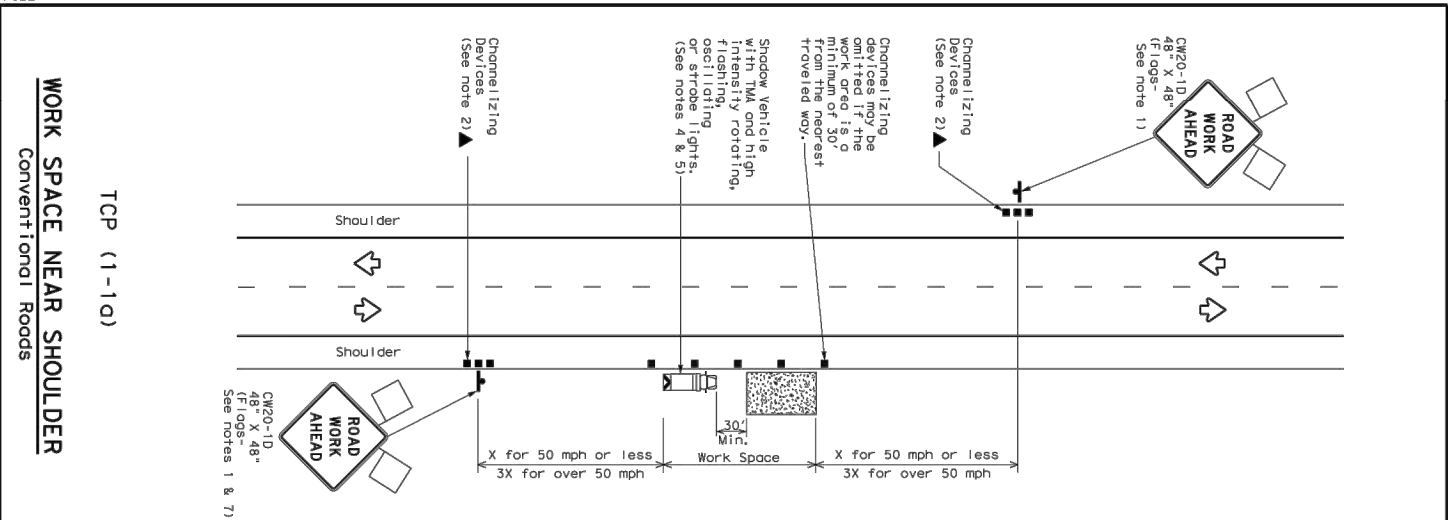
GENERAL CONSTRUCTION NOTES

GENERAL CONSTRUCTION NOTES

GENERAL CONSTRUCTION NOTES

- ## STANDARD CONSTRUCTION DETAILS
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 90 Subchapter D.
 2. Prior to commencement of construction, the owner of the system or its representative must notify the appropriate TCEQ regional office in writing of the date on which construction will begin.
 3. 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.
 4. Plastic pipe for use in public water systems must bear the National Sanitation Foundation Seal of Approval (NSF-PA) and have an ASTM design pressure rating of at least 150 psi or a standard dimensional 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 surface.
 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 ductile 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 it-mesh or finer, corrosion resistant screening material or an acceptable equivalent.
 9. The contractor shall maintain a minimum separation distance in all directions of nine feet between the proposed wastewater 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 distances, installation methods, and materials utilized must meet 290.44(e) of the current rules.
 4. The contractor shall disinfect the new water mains in accordance with AWWA Standard C651 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. At a minimum of one sample for each 1,000 feet of completed water line will be required or at the next 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.

DISCLAIMER:
The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.



LEGEND	
	Type 3 Barricade
	Heavy Work Vehicle
	Trailer Mounted Flashing Arrow Board
	Sign
	Flagger
	Channelizing Devices
	Truck Mounted Attenuator (TMA)
	Portable Changeable Message Sign (PCMS)
	Traffic Flow

Revised Speed	Formula	Minimum				Maximum			
		Desired Taper Length mm	On a Taper	On a Taper	Distance "x"				
*		10"	11"	12"					
30		1.50	1.65	1.80	30	60	120	90	
35	WS^2	2.05	2.25	2.45	35	70	160	120	
40	$L = 60$	2.65	2.95	3.20	40	80	240	155	
45		4.80	4.95	5.40	45	90	320	195	
50		5.00	5.50	6.00	50	100	400	240	
55		5.50	6.05	6.60	55	110	500	295	
60	$L = WS$	6.00	6.60	7.20	60	120	600	350	
65		6.50	7.15	7.80	65	130	700	410	
70		7.00	7.70	8.40	70	140	800	475	
75		7.50	8.25	9.00	75	150	900	540	


** Taper lengths have been rounded off.
 L=Length of Taper(FT) W=Width of Offset(FT) S=Posted Speed(MPH)

L=Length of Taper (FT) W=Width of Offset (FT) S=Posted Speed (MPH)

TYPICAL USAGE				
	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
MOBILE	✓	✓		

GENERAL NOTES

1. Flaps attached to signs where signs are REQUIRED.
2. All traffic control devices illustrated are REQUIRED, except those denoted with the "r-outline" symbol may be omitted when stated elsewhere in the plans, or for routine maintenance work, when approved by the Engineer.
3. Engineer, work vehicles or other equipment should be parked near the right-of-way line and not parked on the paved shoulder.
4. A Shadow Vehicle with an TMA should be used anytime it can be positioned 30 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, Type 3 Berccodes or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
5. Additional Shadow Vehicles with TMAs may be posted forward of the paved shoulder to those shown in order to protect worker work spaces.
6. Sur TMS-10 for shoulder work on divided highways, expressways and freeways.
7. CH2-5 "SHOULDER WORK" signs may be used in place of CH20-10 "ROAD WORK AHEAD" signs for shoulder work on conventional roadways.

 Texas Department of Transportation		Traffic Operations Standard	
<h1>TRAFFIC CONTROL PLAN</h1> <h2>CONVENTIONAL ROAD</h2> <h3>SHOULDER WORK</h3> <h1>TCP (1-1)-18</h1>			
FILE NO.	TCO-1-1-B, DPT		
DATE	1/10/07	DATE	December 1985
REVISIONS	2-34 4-98 8-35 2-12 1-97 2-18		
DESIGNED BY	DRN	CHECKED BY	DRN
DRAWN BY	DRN	DATE	1/10/07
COUNTRY	STATE	HIGHWAY	
SHEET NO.			

APPROVED
DATE:
7/5/22

7/5/22



DESIGN: MWW
DRAWN: MWW
CKD: MWW
SEAL:

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

DETAIL

[illegible]

Exhibit “C”

30T-1492861 SB
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 by Grantee.

In witness whereof, this instrument is executed this 8th day of July, 2021.

[signature page follows]

GRANTORS:

Ronnie C. Zett
 Ronnie C. Zett

Zonda K. Zett
 Zonda K. Zett

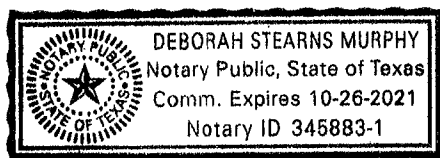
Acknowledgment

STATE OF TEXAS

COUNTY OF

Williamson

This instrument is acknowledged before me on the 8th day of July, 2021,
 by Ronnie C. and Zonda K. Zett, in the capacity and for the purposes and consideration recited
 herein.



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

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 Station 56+73.68, and having Surface Coordinates of North=10,193,252.72, East=3,205,321.66;

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

EXHIBIT A

County: Williamson

Highway: County Road 366

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

Page 2 of 5

May 21, 2021

PROPERTY DESCRIPTION FOR EASEMENT 22E

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

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

LEGEND

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

NOT TO SCALE
 BUILDING SETBACK LINE
 DEED RECORDS WILLIAMSON
 COUNTY, TEXAS
 OFFICIAL RECORDS WILLIAMSON
 COUNTY, TEXAS
 OFFICIAL PUBLIC RECORDS
 WILLIAMSON COUNTY, TEXAS
 PLAT RECORDS WILLIAMSON
 COUNTY, TEXAS
 PARCEL NUMBER FOR
 R.O.W. ACQUISITION

NOTES:

- ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A COMBINED ADJUSTMENT FACTOR OF 1.00011. UNITS: U.S. SURVEY FEET.
- THIS SURVEY WAS PREPARED WITH THE BENEFIT OF A TITLE COMMITMENT PROVIDED BY TITLE RESOURCES GUARANTY COMPANY IN JULY 2020.
- ABSTRACTING AND FIELD SURVEYING WERE PERFORMED FROM JANUARY 2020 THROUGH MAY 2021.
- PLANIMETRICS SHOWN HEREON WERE COLLECTED BETWEEN SEPTEMBER 2017 AND DECEMBER 2017.
- THIS PARCEL PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

PRELIMINARY

This is a preliminary plat and is not a final plat. It is subject to change without notice and is not to be used for any purpose other than for information only.

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

5/21/2021

DATE

SAMUEL PHARASS SURVEY ABSTRACT NO. 496

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

EXISTING R.O.W.

PROPOSED
 15' WATER LINE
 EASEMENT

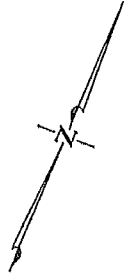
0.0345 AC.
 1,501 SQ. FT.

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

P.O.C.
 PARCEL 22E

W.J. BAKER SURVEY
 ABSTRACT NO. 65

PROPERTY INSET
 NOT TO SCALE



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

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

- TEXAS POWER & LIGHT COMPANY ELECTRIC EASEMENT DESCRIBED
IN VOLUME 286, PAGE 398, DEED RECORDS, WILLIAMSON COUNTY,
TEXAS- UNABLE TO PLOT
- TEXAS POWER & LIGHT COMPANY ELECTRIC EASEMENT DESCRIBED
IN VOLUME 239, PAGE 636, DEED RECORDS, WILLIAMSON COUNTY,
TEXAS- UNABLE TO PLOT
- JONAH WATER SUPPLY CORP. WATER LINE EASEMENT DESCRIBED IN
VOLUME 364, PAGE 52, DEED RECORDS, WILLIAMSON COUNTY,
TEXAS- UNABLE TO PLOT

PARCEL 22E

REVISIONS

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

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

PARCEL PLAT SHOWING
 PROPOSED EASEMENT AT
 PARCEL 22E

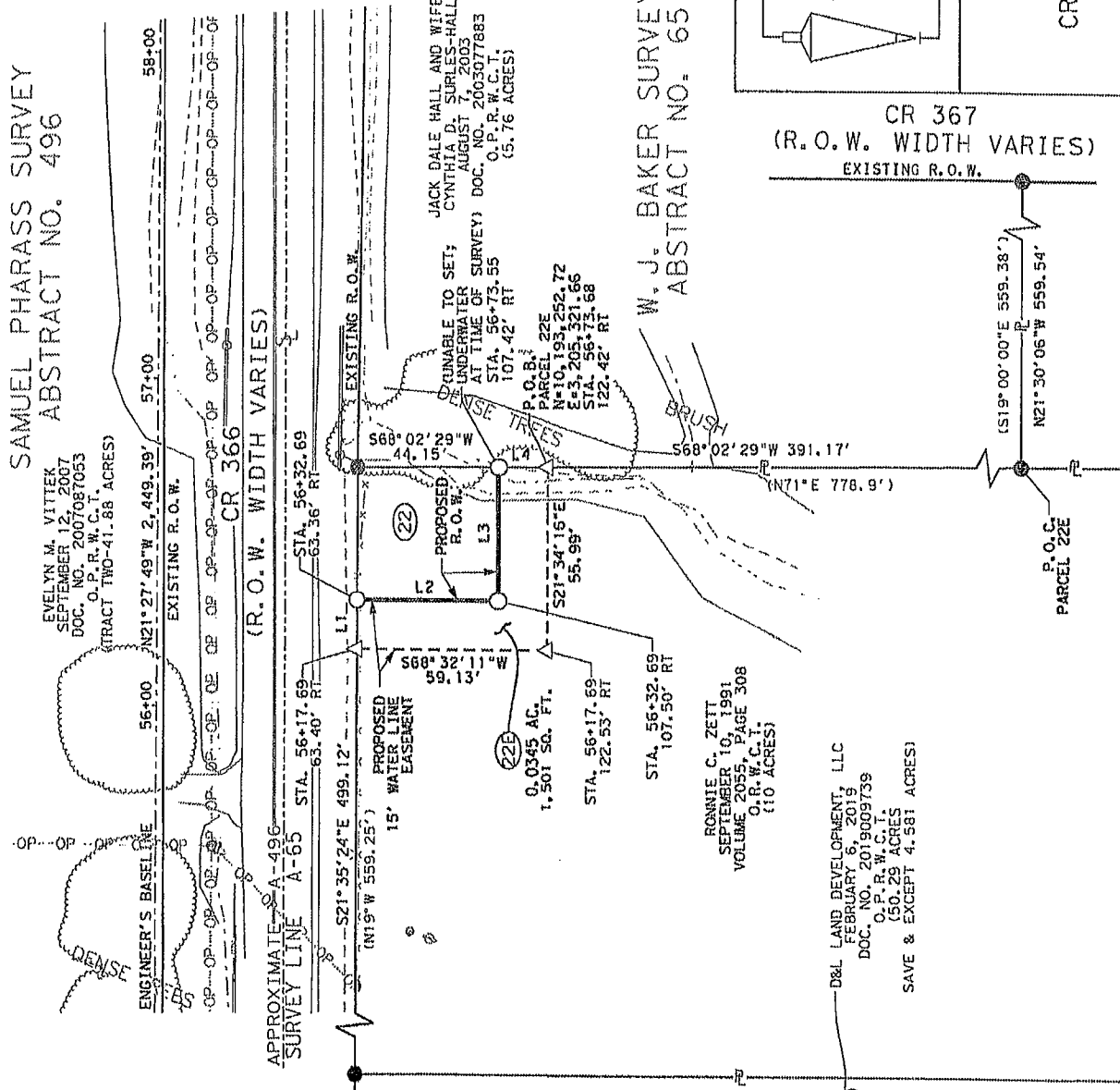
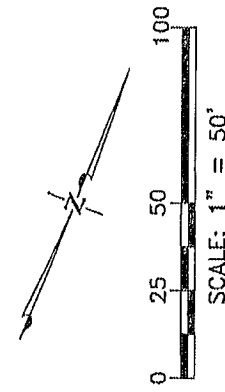
CR 366 - CARLOS G. PARKER BLVD.
 TO CHANDLER RD.
 WILLIAMSON COUNTY, TEXAS

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

PAGE 4 OF 5

SAMUEL PHARASS SURVEY ABSTRACT NO. 496

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



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

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

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

DATE: MAY 2021 SCALE: 1"=50'

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

PAGE 5 OF 5

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

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

JACK DALE HALL AND WIFE,
CYNTHIA D. SURLS-HALL,
AT TIME OF SURVEY) DOC. NO. 2003077883
O.P. R.W. C.T.
(5.76 ACRES)

W.J. BAKER SURVEY
ABSTRACT NO. 65

P.O.C.
PARCEL 22E

**ELECTRONICALLY RECORDED
OFFICIAL PUBLIC RECORDS**

2021119904

Pages: 10 Fee: \$53.00

08/09/2021 11:24 AM

LMUELLER



Nancy E. Rister

Nancy E. Rister, County Clerk
Williamson County, Texas

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 Aug, 2021.

[signature page follows]

GRANTOR:

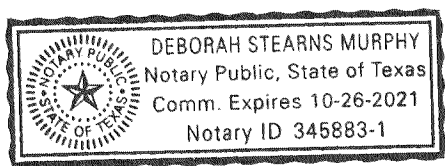
D & L Land Development, LLC, a Texas Limited Liability company

By: Dinh TruongPrinted Name: Dinh TruongTitle: Managing Member**Acknowledgment**

STATE OF TEXAS

COUNTY OF WILLIAMSON

This instrument is acknowledged before me on the 12th day of August, 2021, by Dinh Truong in the capacity and for the purposes and consideration recited herein.



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

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

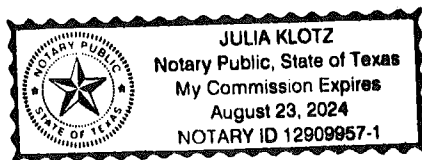
By: *Robert Randig*
 Name: *Robert Randig*
 Title: *Sr. Vice President*

ACKNOWLEDGEMENT

THE STATE OF TEXAS

COUNTY OF *Williamson*

This instrument was acknowledged before me on this *3rd* day of *December*, 2021, by *Robert Randig*, the *Sr. Vice President* of 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 in and for the State of Texas

EXHIBIT A

County: Williamson

Page 1 of 8

Highway: County Road 366

September 1, 2021

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

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;

EXHIBIT A

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.

EXHIBIT A

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;

EXHIBIT A

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.

EXHIBIT A

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

Page 5 of 8
 September 1, 2021

PROPERTY DESCRIPTION FOR EASEMENT 7E

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

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

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

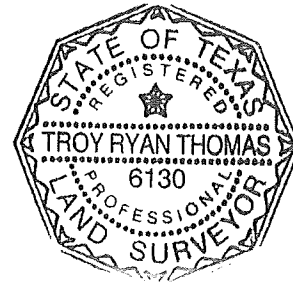
WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, this the 1st day of September, 2021 A.D.

SURVEYED BY:

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

T.R. Thomas

9/1/2021



Troy R. Thomas, Reg. Professional Land Surveyor No. 6130
 2020/Descriptions/CR 366 Williamson County/Parcel 7E

LEGEND

- FOUND TxDOT TYPE I MONUMENT
 FOUND IRON ROD (1/2" UNLESS NOTED)
 FOUND IRON PIPE (1/2" UNLESS NOTED)
 CALCULATED POINT, NOT SET
 1/2" IRON ROD W/ "MCGRAY & MCGRAY"
 CAP SET (UNLESS NOTED)

RECORD INFORMATION
 PROPERTY LINE (OWNERSHIP DIVISION)
 APPROXIMATE SURVEY LINE
 DEED LINE (OWNERSHIP IN COMMON)
 DISTANCE NOT TO SCALE (N.T.S.)

POINT OF BEGINNING
 POINT OF COMMENCEMENT
 RIGHT-OF-WAY
 NOT TO SCALE

BUILDING SETBACK LINE
 DEED RECORDS WILLIAMSON
 COUNTY, TEXAS

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

OFFICIAL PUBLIC RECORDS
 WILLIAMSON COUNTY, TEXAS
 PLAT RECORDS WILLIAMSON
 COUNTY, TEXAS

PARCEL NUMBER FOR
 R.O.W. ACQUISITION

NOTES:

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- THIS SURVEY WAS PREPARED WITH THE BENEFIT OF A TITLE COMMITMENT PROVIDED BY TEXAS NATIONAL TITLE, INC. IN AUGUST 2021.
- ABSTRACTING AND FIELD SURVEYING WERE PERFORMED FROM JANUARY 2020 THROUGH MAY 2021.
- PLANIMETRICS SHOWN HEREON WERE COLLECTED BETWEEN SEPTEMBER 2017 AND DECEMBER 2017.
- THIS PARCEL PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

Troy R. Thomas

9/1/2021

DATE

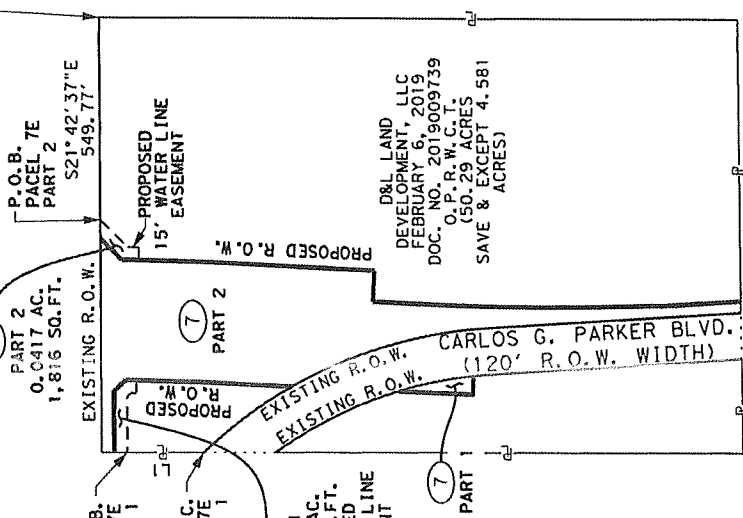
TROY R. THOMAS, REGISTERED PROFESSIONAL
 LAND SURVEYOR NO. 6130

PAGE 6 OF 8

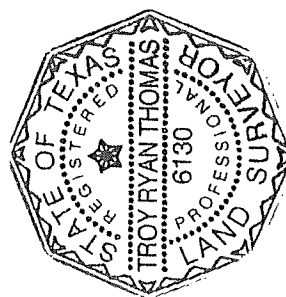
W.J. BAKER SURVEY ABSTRACT NO. 65

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

P.O.C.
 PARCEL 7E
 PART 2



PROPERTY INSET
 NOT TO SCALE



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

THE SURVEY SHOWN WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE OF NO. T-149421 ISSUED BY TEXAS NATIONAL TITLE, INC., EFFECTIVE DATE JUNE 17, 2021, ISSUED DATE JUNE 30, 2021.

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

- JONAH WATER SUPPLY CORP. WATER LINE EASEMENT AS DESCRIBED IN VOLUME 564, PAGE 62, DEED RECORDS, WILLIAMSON COUNTY, TEXAS- UNABLE TO PLOT
- TEXAS POWER & LIGHT COMPANY AND SOUTHWESTERN BELL TELEPHONE ELECTRIC AND/OR TELEPHONE LINES AND SYSTEMS EASEMENT AS DESCRIBED IN VOLUME 800, PAGE 99, DEED RECORDS, WILLIAMSON COUNTY, TEXAS- AFFECTS AS SHOWN
- STATE OF TEXAS EASEMENT FOR HIGHWAY PURPOSES AS DESCRIBED IN VOLUME 766, PAGE 786, DEED RECORDS, WILLIAMSON COUNTY, TEXAS- DOES NOT AFFECT

REVISIONS

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

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

PARCEL PLAT SHOWING
 PROPOSED EASEMENT AT
 PARCEL 7E

CR 366 - CARLOS G. PARKER BLVD.
 TO CHANDLER RD.
 WILLIAMSON COUNTY, TEXAS

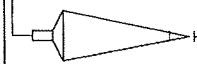
DATE: SEPTEMBER 2021 SCALE: N.T.S.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S68°17'07"W	15.00'
L2	S68°17'07"W	30.67'
L3	S20°10'33"E	15.00'
L4	S69°49'25"W	20.74'
L5	S24°10'22"W	20.33'

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

DATE: SEPTEMBER 2021	SCALE: 1"=50'
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PAGE 7 OF 8

RECORDERS MEMORANDUM
All or parts of the text on this page was not
clearly legible for satisfactory recordation.

LINE TABLE		
LINE	BEARING	DISTANCE
L 6	S20° 10' 33"E	15.00'
L 7	N65° 49' 00"W	76.50'
L 8	N21° 42' 37"W	21.55'



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

DATE: SEPTEMBER 2021	SCALE: 1" = 50'
----------------------	-----------------

PAGE 8 OF 8

MATCH LINE SEE PAGE 7

**ELECTRONICALLY RECORDED
OFFICIAL PUBLIC RECORDS**

2021187421

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



Nancy E. Rister

Nancy E. Rister, County Clerk
Williamson County, Texas

Recorded By: 30T-149297/SB
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

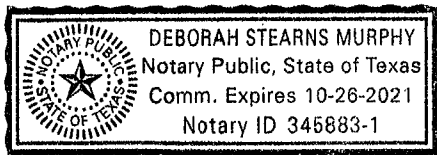
By: *CH Walther*
 Clayton H. Walther, President

Acknowledgment

STATE OF TEXAS

COUNTY OF *Williamson*

This instrument is acknowledged before me on the *4th* day of *August*, 2021,
 by *Clayton H. Walther* in the capacity and for the purposes and consideration recited
 herein.



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

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;

EXHIBIT A

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.

LEGEND

- FOUND IRON ROD (1/2" UNLESS NOTED)
 FOUND IRON PIPE (1/2" UNLESS NOTED)
 CALCULATED POINT, NOT SET
 1/2" IRON ROD W/ "MCGRAY & MCGRAY"
 CAP SET (UNLESS NOTED)

(XXX)
 RECORD INFORMATION
 PROPERTY LINE OWNERSHIP DIVISION
 APPROXIMATE SURVEY LINE
 DEED LINE (OWNERSHIP IN COMMON)

DISTANCE NOT TO SCALE (N.T.S.)

P.O.B. POINT OF BEGINNING

P.O.C. POINT OF COMMENCEMENT

R.O.W. RIGHT-OF-WAY

N.T.S. NOT TO SCALE

B.L. BUILDING SETBACK LINE

DEED RECORDS WILLIAMSON

COUNTY, TEXAS

D.R.W.C.T. OFFICIAL RECORDS WILLIAMSON

COUNTY, TEXAS

O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS

WILLIAMSON COUNTY, TEXAS

P.R.W.C.T. PLAT RECORDS WILLIAMSON

COUNTY, TEXAS

PARCEL NUMBER FOR

R.O.W. ACQUISITION

(1)

NOTES:

1. ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A COMBINED ADJUSTMENT FACTOR OF 1.00011. UNITS: U.S. SURVEY FEET.

2. THIS SURVEY WAS PREPARED WITH THE BENEFIT OF A TITLE COMMITMENT PROVIDED BY TITLE RESOURCES GUARANTY COMPANY IN JULY 2020.

3. ABSTRACTING AND FIELD SURVEYING WERE PERFORMED FROM JANUARY 2020 THROUGH MAY 2021.

4. PLANIMETRICS SHOWN HEREON WERE COLLECTED BETWEEN SEPTEMBER 2017 AND DECEMBER 2017.

5. THIS PARCEL PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

PRELIMINARY

This document shall not be recorded for legal purposes and shall reflect no interest or claim against a title company's documents.

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

5/21/2021

DATE

P.O.C.
PARCEL 16E
SAMUEL PHARASS SURVEY
ABSTRACT NO. 496

CLARENCE H. WALTHER AND DORIS E.
AS TRUSTEES, OF THE
WALTHER LIVING TRUST DATED THE 3RD
DAY OF SEPTEMBER, 1996
(1/2 INTEREST)
JANUARY 22, 1997
DOC. NO. 9722475
O.R.W.C.T.
(42.12 ACRES)

WALTHER FAMILY LIMITED PARTNERSHIP
(1/2 INTEREST)
AUGUST 19, 2005
DOC. NO. 2005069305
O.P.R.W.C.T.
(TRACT 14)

768° 20' 57" E 2,156.38'

P.O.B.
PARCEL 16E
0.2190 AC.
9,541 SQ. FT.
PROPOSED
15' WATER LINE
EASEMENT
EXISTING R.O.W.

APPROXIMATE A-496
SURVEY LINE A-65

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

PROPERTY INSET
NOT TO SCALE

W.J. BAKER SURVEY
ABSTRACT NO. 65

PAGE 4 OF 6



THE SURVEY SHOWN WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. 2022637-GIN ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE JUNE 12, 2020, ISSUED DATE JUNE 23, 2020.

10. THE FOLLOWING MATTERS AND ALL TERMS OF THE DOCUMENTS CREATING OR OFFERING EVIDENCE OF THE MATTERS:
-NO EASEMENT DOCUMENTS LISTED

REVISIONS

DEED	ACQUISITION	REMAINING LT
42.12 AC. 1,834,747 SQ. FT.	N/A	41.75 AC. 1,818,734 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 16E

CR 366 - CARLOS G. PARKER BLVD.
TO CHANDLER RD.
WILLIAMSON COUNTY, TEXAS

DATE: MAY 2021

SCALE: N.T.S.

SAMUEL PHARASS SURVEY ABSTRACT NO. 496

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)
JANUARY 22, 1997
DOC. NO. 9722475
O.R.W.C.T.
(42.12 ACRES)

WALTHER FAMILY LIMITED PARTNERSHIP
(1/2 INTEREST)
AUGUST 19, 2005
DOC. NO. 2005089305
O.P.R.W.C.T.
(TRACT 14)

P.O.C.
PARCEL 16E

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

P.O.B.
PARCEL 16E
N=10°19'47.06"26
E=3°20'47.53"38
STA. 66+28.24
85.00' LT

N68°20'57"E
2,156.38'

(N71°11'E 2,214.24')

PROPOSED
15' WATER LINE
EASEMENT

0.2190 AC.
9,541 SQ. FT.

STA. 69+25.39
85.00' LT

PROPOSED R.O.W.

(16)

STA. 69+25.39
85.00' LT

STA. 69+25.39
70.00' LT

EXISTING R.O.W.

58+00

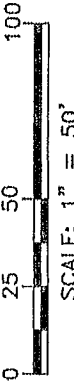
(R.O.W. WIDTH VARIES)

W. J. BAKER SURVEY
ABSTRACT NO. 65

LINE TABLE		
LINE	BEARING	DISTANCE
L2	S68°20'57"W	15.04'

CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	CHORD
C1	300.31'	8,085.00'	02°07'42" RT	300.29'
C2	336.23'	7,915.00'	02°26'02" LT	336.20'
C3	336.87'	7,930.00'	02°26'02" RT	336.84'
C4	298.72'	8,070.00'	02°07'15" LT	298.70'

ENGINEER'S BASELINE CURVE DATA
PT NORTHING = 10,193.98896
PT EASTING = 3,204.80023
PI STATION = 95+13.06 (RT)
DELTA OF CURVE = 0°27'48"
TANGENT = 413.08'
LENGTH = 825.39'
RADIUS = 8,000.00'
CHORD BEARING = N18°33'42"W
CHORD STATION = 825.00'
PT STATION = 69+25.39



ENGINEER'S BASELINE CURVE DATA
PT NORTHING = 10,194.78363
PT EASTING = 3,204.57818
PI STATION = 73+37.73
DELTA OF CURVE = 5°54'04" (LT)
TANGENT = 0°43'58"
LENGTH = 825.39'
RADIUS = 8,000.00'
CHORD BEARING = N18°33'23"W
CHORD STATION = 823.29'
PT STATION = 69+25.39

MATCHLINE PAGE 6 OF 6

APPROXIMATE A-496
SURVEY LINE A-65

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

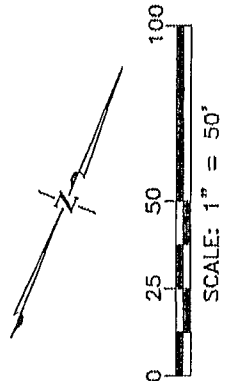
PARCEL PLAT SHOWING
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WILLIAMSON COUNTY, TEXAS

DATE: MAY 2021 SCALE: 1"=50'

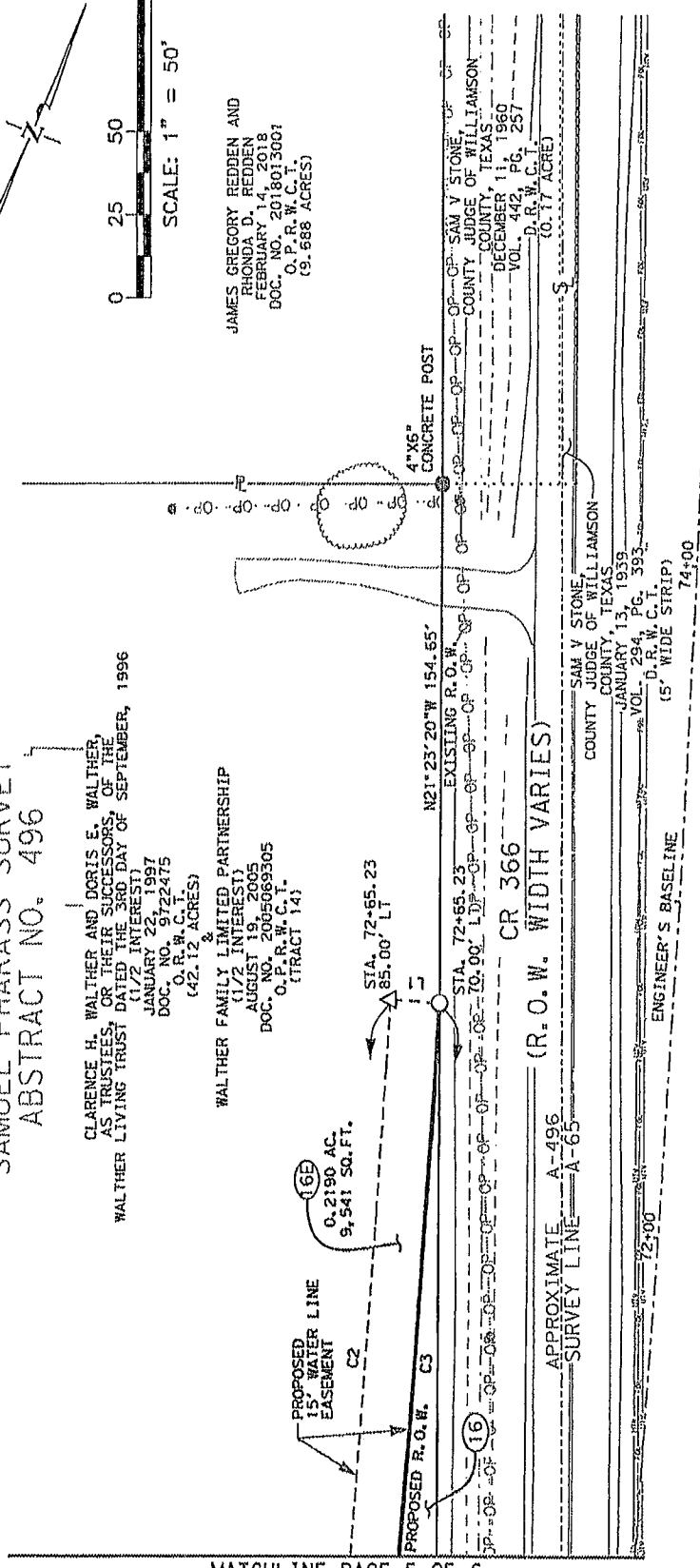
SAMUEL PHARASS SURVEY ABSTRACT NO. 496

CLARENCE H. WALTHER AND DORIS E. WALTHER,
AS TRUSTEES, OR THEIR SUCCESSORS, OF THE
WALTHER LIVING TRUST DATED THE FIRST DAY OF SEPTEMBER, 1996
(1/2 INTEREST)
JANUARY 22, 1997
DOC. NO. 2005069305
O.P.R.W.C.T.
(42.12 ACRES)

WALTHER FAMILY LIMITED PARTNERSHIP
(1/2 INTEREST)
AUGUST 19, 2005
DOC. NO. 2005069305
O.P.R.W.C.T.
(TRACT 14)



JAMES GREGORY REDDEN AND
RHONDA D. REDDEN
FEBRUARY 14, 2018
DOC. NO. 2018013001
O.P.R.W.C.T.
(9.688 ACRES)



W. J. BAKER SURVEY ABSTRACT NO. 65

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N71°57'37"E	15.00'

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C2	336.23'	7,915.00'	02°26'02" LT
C3	336.87'	7,930.00'	02°26'02" RT

ENGINEER'S BASELINE CURVE DATA
 P1 NORTHING = 10,194.783.93
 P1 EASTING = 3,202.678.18
 DELTA = 5°52'04" (LT)
 DEGREE OF CURVE = 0°42'58" (LT)
 TANGENT LENGTH = 412.34'
 CHORD BEARING = 81°00'00"
 CHORD BEARING = 82°28'23"W
 CHORD = 823.29'
 PT STATION = 77+49.34

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

PARCEL PLAT SHOWING
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WILLIAMSON COUNTY, TEXAS

DATE: MAY 2021 SCALE: 1"=50'

**ELECTRONICALLY RECORDED
OFFICIAL PUBLIC RECORDS**

2021128452

Pages: 11 Fee: \$57.00

08/24/2021 04:22 PM

LMUELLER



Nancy E. Rister

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 by Grantee.

In witness whereof, this instrument is executed this 9th day of July, 2021.

[signature page follows]

GRANTORS:

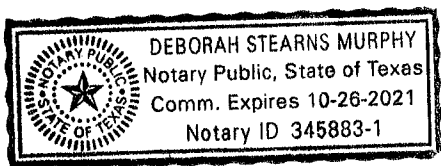
Evelyn M. Vittek
Evelyn M. Vittek

Acknowledgment

STATE OF TEXAS

COUNTY OF Williamson

This instrument is acknowledged before me on the 9th day of July, 2021,
by Evelyn M. Vittek, in the capacity and for the purposes and consideration recited herein.



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

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.

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 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 of 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

Highway: County Road 366

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

Page 2 of 5
May 21, 2021

PROPERTY DESCRIPTION FOR EASEMENT 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.

LEGEND

- FOUND 1xDOT TYPE 1 MONUMENT
 FOUND IRON ROD (1/2" UNLESS NOTED)
 FOUND IRON PIPE (1/2" UNLESS NOTED)
 CALCULATED POINT, NOT SET
 1/2" IRON ROD W/ "MCGRAY & MCGRAY"
 CAP SET (UNLESS NOTED)

- RECORD INFORMATION
 PROPERTY LINE (OWNERSHIP DIVISION)
 APPROXIMATE SURVEY LINE
 DEED LINE (OWNERSHIP IN COMMON)
 DISTANCE NOT TO SCALE (N.T.S.)

- POINT OF BEGINNING
 P.O.C.
 POINT OF COMMENCEMENT
 R.O.W.
 NOT TO SCALE
 BUILDING SETBACK LINE

- B.L.
 DEED RECORDS WILLIAMSON
 COUNTY, TEXAS

- O.R.W.C.T.
 OFFICIAL RECORDS WILLIAMSON
 COUNTY, TEXAS

- O.P.R.W.C.T.
 OFFICIAL PUBLIC RECORDS
 WILLIAMSON COUNTY, TEXAS

- P.R.W.C.T.
 PLAT RECORDS WILLIAMSON
 COUNTY, TEXAS

- PARCEL NUMBER FOR
 R.O.W. ACQUISITION

NOTES:

1. ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A COMBINED ADJUSTMENT FACTOR OF 1.00011. UNITS: U.S. SURVEY FEET.

2. THIS SURVEY WAS PREPARED WITH THE BENEFIT OF A TITLE COMMITMENT PROVIDED BY TITLE RESOURCES GUARANTY COMPANY IN JULY 2020.

3. ABSTRACTING AND FIELD SURVEYING WERE PERFORMED FROM JANUARY 2020 THROUGH MAY 2021.

4. PLANNIMETRICS SHOWN HEREON WERE COLLECTED BETWEEN SEPTEMBER 2017 AND DECEMBER 2017.

5. THIS PARCEL PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

PRELIMINARY

This document shall not be recorded for any purpose until and unless it is accompanied by a plat of survey approved.

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

5/21/2021

DATE

SAMUEL PHARASS SURVEY ABSTRACT NO. 496

P.O.C.
 PARCEL 13E

THE SURVEY SHOWN WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE, NO. 2022578-GTN ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE MAY 14, 2020, ISSUED DATE MAY 22, 2020.

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

A. TEXAS POWER & LIGHT COMPANY ELECTRIC EASEMENT AS DESCRIBED IN VOLUME 299, PAGE 533, DEED RECORDS, WILLIAMSON COUNTY, TEXAS- UNABLE TO PLOT

B. TEXAS POWER & LIGHT COMPANY ELECTRIC EASEMENT AS DESCRIBED IN VOLUME 348, PAGE 409, DEED RECORDS, WILLIAMSON COUNTY, TEXAS- UNABLE TO PLOT

C. JONAH WATER SUPPLY CORP. WATER LINE EASEMENT AS DESCRIBED IN VOLUME 564, PAGE 62, DEED RECORDS, WILLIAMSON COUNTY, TEXAS- UNABLE TO PLOT

REVISIONS

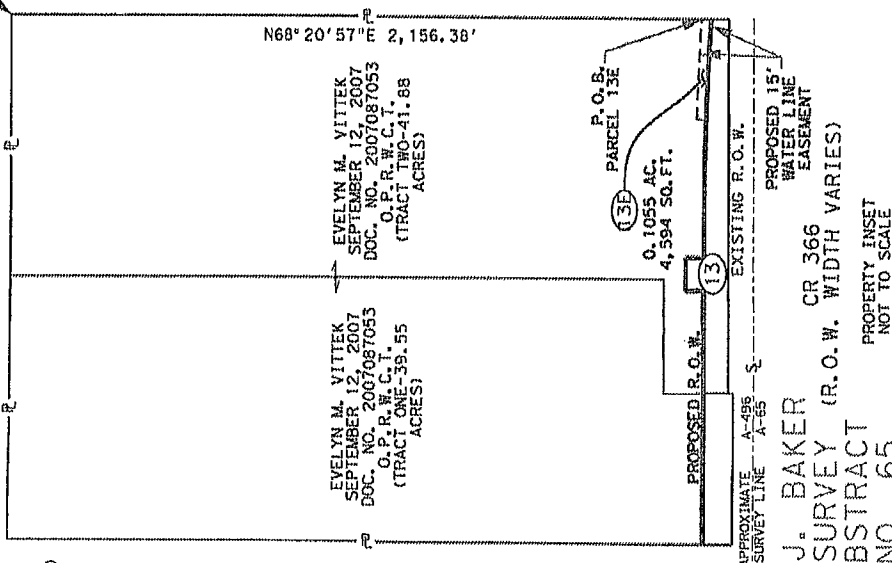
CALCULATED	ACQUISITION	REMAINING LT
81.43 AC. SQ. FT.	N/A	78.62 AC. SQ. FT.
3,547,091 SQ. FT.		3,424,529 SQ. FT.

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 13E
 CR 366 - CARLOS G. PARKER BLVD.
 TO CHANDLER RD.
 WILLIAMSON COUNTY, TEXAS

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



ENGINEER'S BASELINE CURVE DATA
 P.O.B. STATION = 10+20.00
 P.T. STATION = 10+20.00
 DELTA = 5° 54' 41" (RT)
 DEGREE OF CURVE = 0° 42' 58"
 TANGENT = 825.39
 RADIUS = 81,000.00'
 CHORD = 825.03'
 PC STATION = 61+00.00
 PT STATION = 69+25.39

SAMUEL PHARASS SURVEY ABSTRACT NO. 496

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

SCALE: 1" = 50'

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)
 JANUARY 22, 1997
 DOC. NO. 26722475
 O.P.R. W.C.T.
 (42.12 ACRES)

WALTHER FAMILY LIMITED PARTNERSHIP
 (1/2 INTEREST)
 AUGUST 19, 2005
 DOC. NO. 2005069305
 O.P.R. W.C.T.
 (TRACT 14)

0.1055 AC.
 4,594 SQ. FT.
 PROPOSED
 15' WATER LINE
 EASEMENT

P.O.B.
 PARCEL 13E
 N=10,194.076.26
 E=3,204.793.38
 STA. 66+28.24
 85.00' LT

P.O.C.
 PARCEL 13E
 (N71°11'11"E 2,214.24')
 (N71°00'00"E 2,156.38')
 (N71°00'00"E 2,223.50')

STA. 63+25.45
 85.00' LT
 STA. 63+25.42
 70.00' LT
 STA. 66+29.26
 70.00' LT

(13)

(S19° E 1,135.5')

ENGINEER'S BASELINE

EXISTING R.O.W.

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

W. J. BAKER SURVEY
 ABSTRACT NO. 65

LINE	BEARING	DISTANCE
L1	N68°20'57"E	15.04'
L2	S70°12'13"W	15.00'

CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C1	306.50'	8,070.00'	02°10'34" LT	S18°48'53"E	305.48'
C2	306.01'	8,085.00'	02°10'07" RT	N18°49'06"W	305.99'

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 13E
 CR 366 - CARLOS G. PARKER BLVD.
 TO CHANDLER RD.
 WILLIAMSON COUNTY, TEXAS

DATE: MAY 2021 SCALE: 1"=50'

PAGE 5 OF 5

**ELECTRONICALLY RECORDED
OFFICIAL PUBLIC RECORDS**

2021118223

Pages: 10 Fee: \$53.00
08/05/2021 08:51 AM



Nancy E. Rister

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: Occ # 2020093986

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

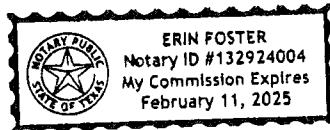
By: 
Robert Marks, Manager

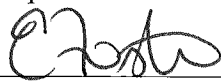
Acknowledgment

STATE OF TEXAS

COUNTY OF Williamson

This instrument is acknowledged before me on the 22 day of Feb, 2022,
by Robert Marks, in the capacity and for the purposes and consideration recited herein.




Notary Public, State of Texas
Printed Name: Erin Foster
My Commission Expires: 2-11-2025

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**

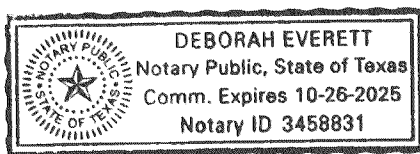
By: Kenneth Darrell Koop
 Name: Kenneth Darrell Koop
 Title: Lead Pastor

ACKNOWLEDGEMENT

THE STATE OF TEXAS

COUNTY OF Williamson

This instrument was acknowledged before me on this 10th day of February, 2021, by Kenneth Darrell Koop, the Lead Pastor of The Ridge Fellowship 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 consideration recited herein.



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

Page 1 of 4
 November 15, 2021

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

Page 2 of 4
 November 15, 2021

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.

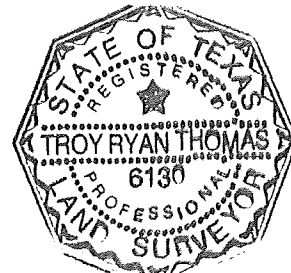
WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, this the 15th day of November, 2021 A.D.

SURVEYED BY:

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

T.R. Thomas

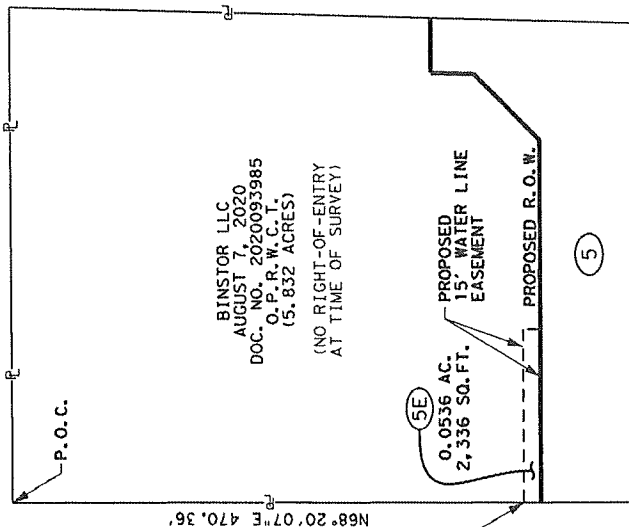
11/15/2021



Troy R. Thomas, Reg. Professional Land Surveyor No. 6130
 2021/Descriptions/CR 366 Williamson County/Parcel 5E

SAMUEL PHARASS SURVEY
ABSTRACT NO. 496

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



NOTES:

- ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A COMBINED ADJUSTMENT FACTOR OF 1.00011. UNITS: U.S. SURVEY FEET.
- THIS SURVEY WAS PREPARED WITH THE BENEFIT OF A TITLE COMMITMENT PROVIDED BY TITLE RESOURCES GUARANTY COMPANY IN NOVEMBER 2021.
- ABSTRACTING AND FIELD SURVEYING WERE PERFORMED FROM JANUARY 2020 THROUGH OCTOBER 2021.
- PLANIMETRICS SHOWN HEREON WERE COLLECTED BETWEEN SEPTEMBER 2017 AND OCTOBER 2021.
- THIS PARCEL PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.
- 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.

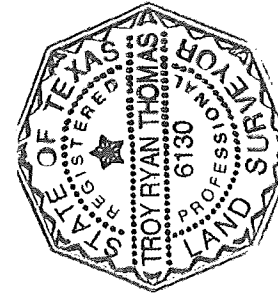
I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

Troy R. Thomas

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

11/15/2021

DATE

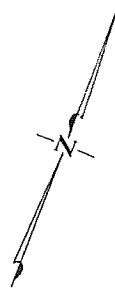


EXISTING R.O.W.

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

PROPERTY INTEREST
NOT TO SCALE

PAGE 3 OF 4



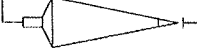
THE SURVEY SHOWN WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. 1-149318 ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE JUNE 8, 2021, ISSUED DATE JUNE 22, 2021.

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

- EASEMENT AND EASEMENT 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

DEED	ACQUISITION	REMAINING LT
5.832 AC. (254,042 SQ. FT.)	N/A	4.796 AC. (208,922 SQ. FT.)



McGRAY & McGRAY
LAND SURVEYORS, INC.
TBPELS SURVEY FIRM # 10095500
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.

SAMUEL PHARASS SURVEY ABSTRACT NO. 496

P.O.C.
PARCEL 5E

(S70°58'00"W 573.47')

S. DOWDY, INC.
JUNE 20, 2013
DOC. NO. 2013058136
O.P.R.W.C.T.
FURTHER DESCRIBED IN
DOC. NO. 2004041175
O.P.R.W.C.T.
(3.06 ACRES)

P.O.B.
PARCEL 5E
N=10°19'510.54
E=3°205'783.77
STA. 38+83.22
STA. 85.00' LT

SEE DETAIL "A"
SEE DETAIL "B"
PROPOSED 15' WATER LINE
0.0536 AC.
2,336 SQ. FT.
N21°27'49"W
155.79'
STA. 40+39.01
85.00' LT
SEE DETAIL "B"
S21°27'49"E
155.73'
PROPOSED R.O.W.
STA. 38+83.28
70.00' LT
STA. 40+39.01
70.00' LT

(5)

DRIVEWAY

N21°27'49"W 2,449.39'

(S 8°59'55"E 232.67')

EXISTING R.O.W.

CR 366

(R.O.W. WIDTH VARIES)

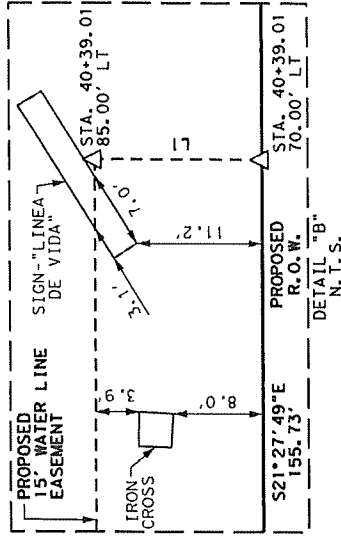
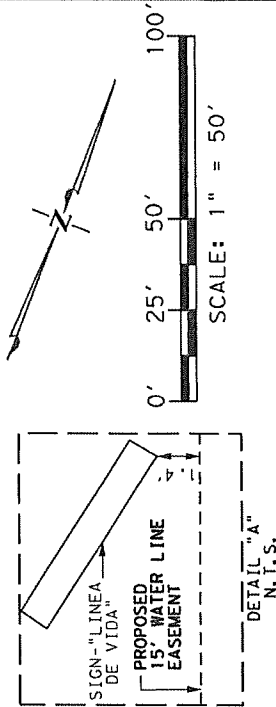
APPROXIMATE A=496
SURVEY LINE A-65

EXISTING R.O.W.

STATE OF TEXAS
VOL. 830, PG. 624
D.R.W.C.T.
(2.076 ACRES)

W.J. BAKER SURVEY
ABSTRACT NO. 65

PAGE 4 OF 4



LINE	BEARING	DISTANCE
L1	N68°32'11"E	15.00'
L2	S68°20'07"W	15.00'

McGRAY & McGRAY
LAND SURVEYORS, INC.
TBPELS SURVEY FIRM # 10095500
3301 HANCOCK DRIVE #6
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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: 1"=50'

**ELECTRONICALLY RECORDED
OFFICIAL PUBLIC RECORDS**

2022026947

Pages: 11 Fee: \$62.00

03/02/2022 01:12 PM

PKINNE



Nancy E. Rister

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:

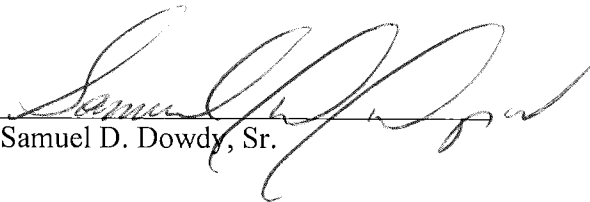
This Easement and the rights of Grantee hereunder may be assigned in whole or in part by Grantee.

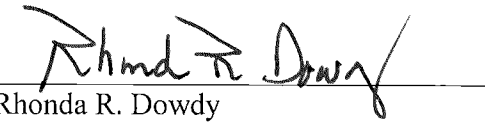
In witness whereof, this instrument is executed this 2nd day of June, 2022.

[signature page follows]

GRANTOR:

S DOWDY, INC., a Texas corporation

By: 
 Samuel D. Dowdy, Sr.

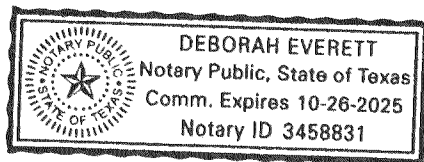
By: 
 Rhonda R. Dowdy

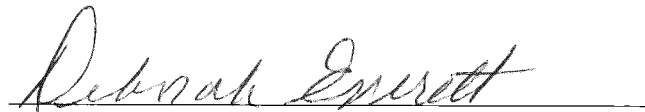
Acknowledgment

STATE OF TEXAS

COUNTY OF Williamson

This instrument is acknowledged before me on the 2nd day of June, 2022,
 by Samuel S. Dowdy and Rhonda R. Dowdy, in the capacity and for the purposes and
 consideration recited herein.




 Notary Public, State of Texas
 Printed Name: DEBORAH EVERETT
 My Commission Expires: 10-26-2025

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.

CLASSIC BANK, NATIONAL ASSOCIATION

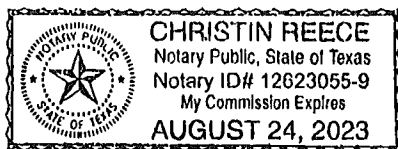
By: [Signature]
 Name: Gary Pietsch
 Title: EVP

ACKNOWLEDGEMENT

THE STATE OF TEXAS

COUNTY OF Lee

This instrument was acknowledged before me on this 29 day of April, 2022, by Gary Pietsch, the EVP of Classic Bank, National Association, 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.



[Signature]
 Notary Public in and for the State of Texas

EXHIBIT A

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;

EXHIBIT A

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.

EXHIBIT A

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

Page 3 of 5
 September 15, 2021

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.

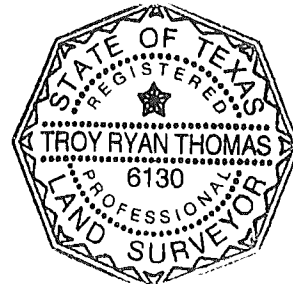
SURVEYED BY:

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

T.R. Thomas

9/15/2021

Troy R. Thomas, Reg. Professional Land Surveyor No. 6130
 2020/Descriptions/CR 366 Williamson County/Parcel 4E



LEGEND

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

(XXX)

P.O.B.

P.O.C.

R.O.W.

N.T.S.

B.L.

D.R.W.C.T.

O.R.W.C.T.

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

P.R.W.C.T.

PARCEL NUMBER FOR

R.O.W. ACQUISITION

(1)

NOTES:

- ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A COMBINED ADJUSTMENT FACTOR OF 1.00011. UNITS: U.S. SURVEY FEET.
- THIS SURVEY WAS PREPARED WITH THE BENEFIT OF A TITLE COMMITMENT PROVIDED BY TITLE RESOURCES GUARANTY COMPANY IN SEPTEMBER 2021.
- ABSTRACTING AND FIELD SURVEYING WERE PERFORMED FROM JANUARY 2020 THROUGH JUNE 2021.
- PLANIMETRICS SHOWN HEREON WERE COLLECTED BETWEEN SEPTEMBER 2017 AND DECEMBER 2017.
- THIS PARCEL PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

Troy R. Thomas

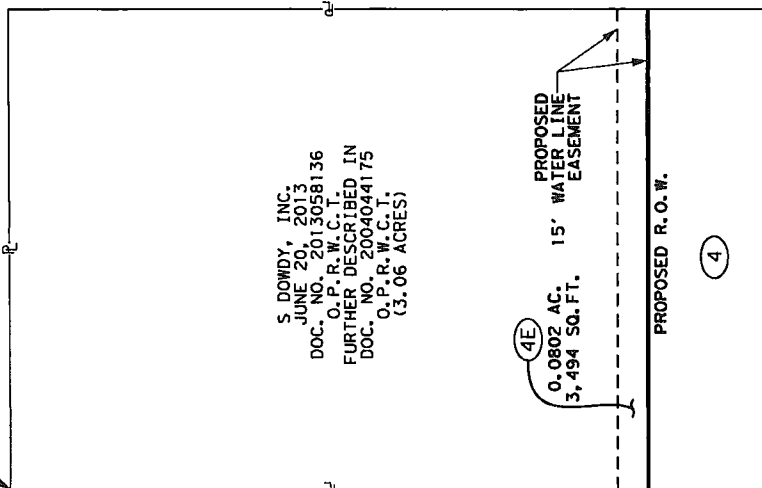
TROY R. THOMAS, REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6130

9/15/2021

DATE

SAMUEL PHARASS SURVEY
ABSTRACT NO. 496

P.O.C.



S. DOWDY, INC.
JUNE 20, 2013
DOC. NO. 2013058136
O.P.R.W.C.T.
FURTHER DESCRIBED IN
DOC. NO. 2004044175
O.P.R.W.C.T.
(3.06 ACRES)

PROPOSED
0.0802 AC. 15' WATER LINE
EASEMENT

P.O.B.

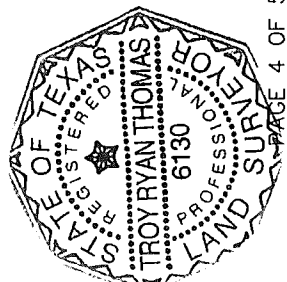
PROPOSED R.O.W.

(4)

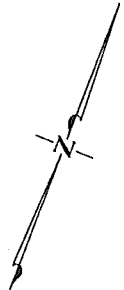
EXISTING R.O.W.

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

PROPERTY INSET
NOT TO SCALE



PAGE 4 OF 5



THE SURVEY SHOWN WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE OF NO. T-149323 ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE: JUNE 8, 2021, ISSUED DATE: JUNE 22, 2021.

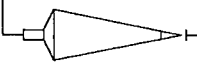
10. THE FOLLOWING MATTERS AND ALL TERMS OF THE DOCUMENTS CREATING OR OFFERING EVIDENCE OF THE MATTERS:
-NO EASEMENT DOCUMENTS LISTED

REVISIONS

DEED	ACQUISITION	REMAINING LT
3.06 AC. (133,294 SQ. FT.)	N/A	2.59 AC. (112,657 SQ. FT.)

MCGRAY & MCGRAY
LAND SURVEYORS, INC.

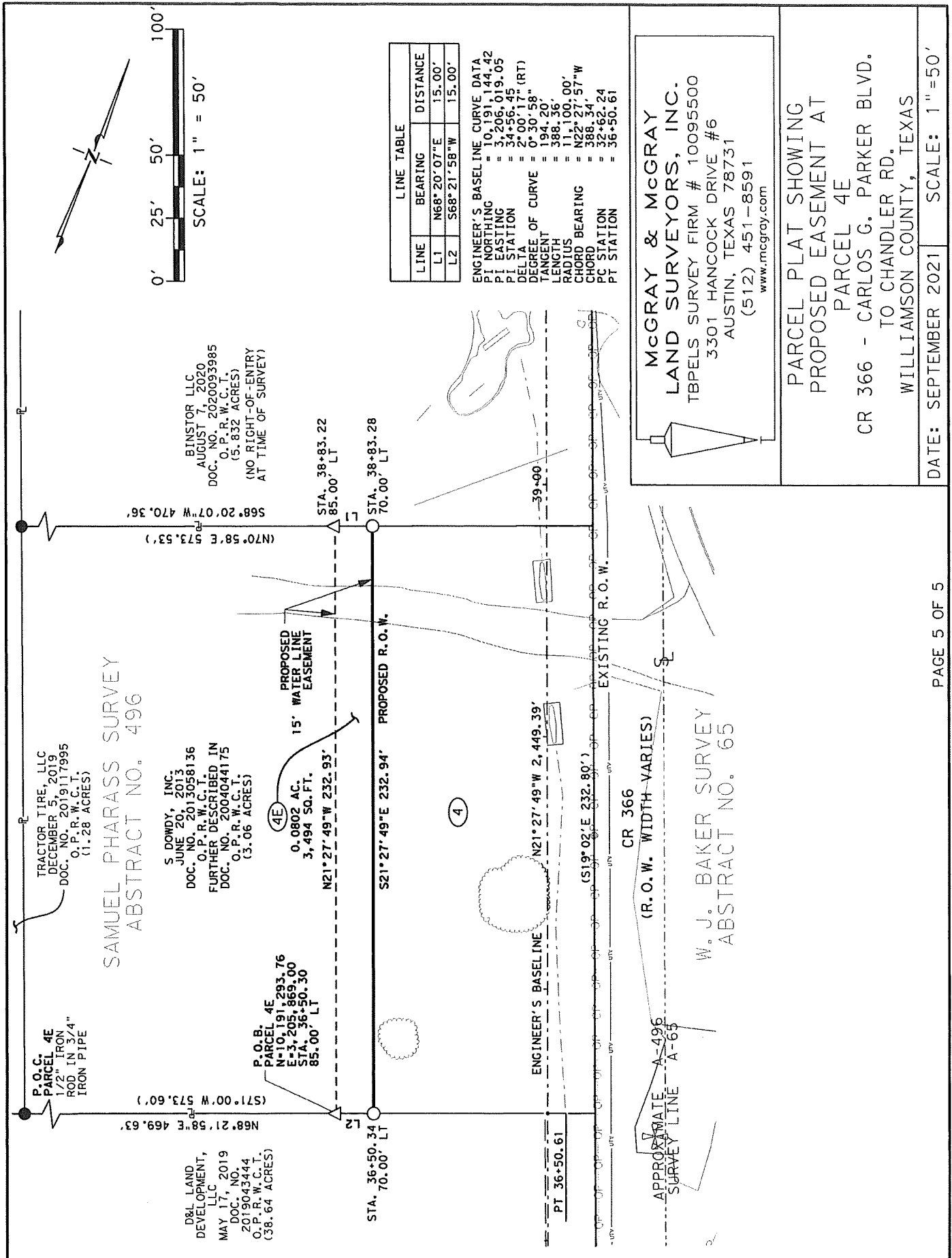
TBPELS SURVEY FIRM # 10095500
3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
(512) 451-8591
www.mcgray.com



PARCEL PLAT SHOWING
PROPOSED EASEMENT AT
PARCEL 4E

CR 366 - CARLOS G. PARKER BLVD.
TO CHANDLER RD.
WILLIAMSON COUNTY, TEXAS

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



**ELECTRONICALLY RECORDED
OFFICIAL PUBLIC RECORDS**

2022068179

Pages: 11 Fee: \$62.00

06/02/2022 03:12 PM

MBARRICK



Nancy E. Rister

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. 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.

Recorded By: 307-1493041SB

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.

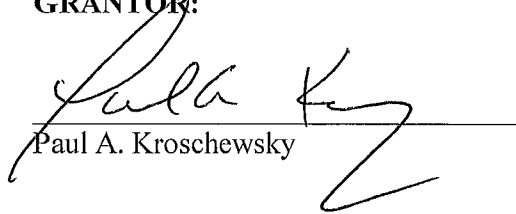
ASSIGNABILITY:

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 13 day of July, 2021.

[signature page follows]

GRANTOR:

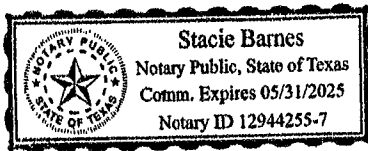

Paul A. Kroschewsky

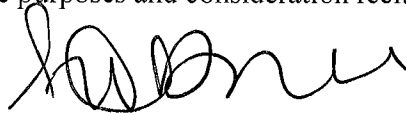
Acknowledgment

STATE OF TEXAS

COUNTY OF Williamson

This instrument is acknowledged before me on the 13 day of July, 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
 Highway: County Road 366
 Project Limits: From Carlos G. Parker Blvd. to Chandler Rd.

Page 1 of 5
 June 24, 2021

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

Page 2 of 5
 June 24, 2021

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

Page 3 of 5
 June 24, 2021

PROPERTY DESCRIPTION FOR EASEMENT 15E

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

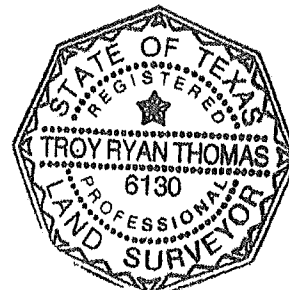
STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
 COUNTY OF TRAVIS §

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



Troy R. Thomas

6/24/2021

Troy R. Thomas, Reg. Professional Land Surveyor No. 6130
 2020/Descriptions/CR 366 Williamson County/Parcel 15E

LEGEND

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

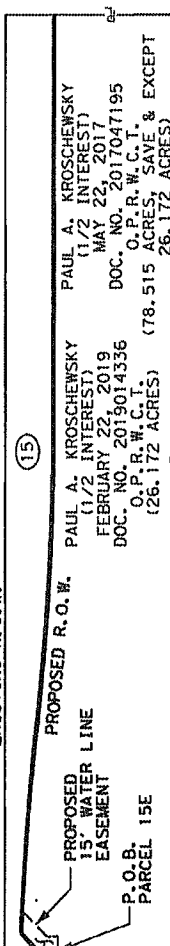
NOTES:

1. ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A COMBINED ADJUSTMENT FACTOR OF 1.00011. UNITS: U.S. SURVEY FEET.
2. THIS SURVEY WAS PREPARED WITH THE BENEFIT OF A TITLE COMMITMENT PROVIDED BY 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 AND DECEMBER 2017.
5. THIS PARCEL PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.

SAMUEL PHARASS SURVEY
ABSTRACT NO. 496

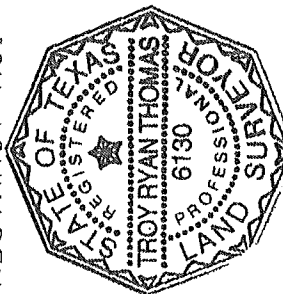
CR 366
(R.O.W. WIDTH VARIES)

0.0302 AC.
1,314 SQ.FT.
EXISTING R.O.W.
APPROXIMATE A-496
SURVEY LINE A-65



W.J. BAKER SURVEY
ABSTRACT NO. 65

PROPERTY INSRT
NOT TO SCALE



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.

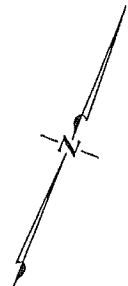
Troy R. Thomas

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

6/24/2021

DATE

PAGE 4 OF 5



THE SURVEY SHOWN WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE OF NO. T-149304 ISSUED BY TEXAS NATIONAL TITLE, INC., EFFECTIVE DATE JUNE 8, 2021, ISSUED DATE JUNE 21, 2021.

10. THE FOLLOWING 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 328, PAGE 34, DEED RECORDS, WILLIAMSON COUNTY, TEXAS- UNABLE TO PLOT
4. JONAH 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 AGREEMENT RECORDED IN DOCUMENT NO. 2017047192, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS- DOES NOT AFFECT

REVISIONS

DEED	ACQUISITION	REMAINING RT
26.172 AC. 1,140,052 SQ.FT.	N/A	21.882 AC. 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

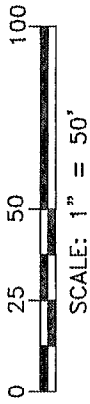
PARCEL 15E

CR 366 - CARLOS G. PARKER BLVD.
TO CHANDLER RD.

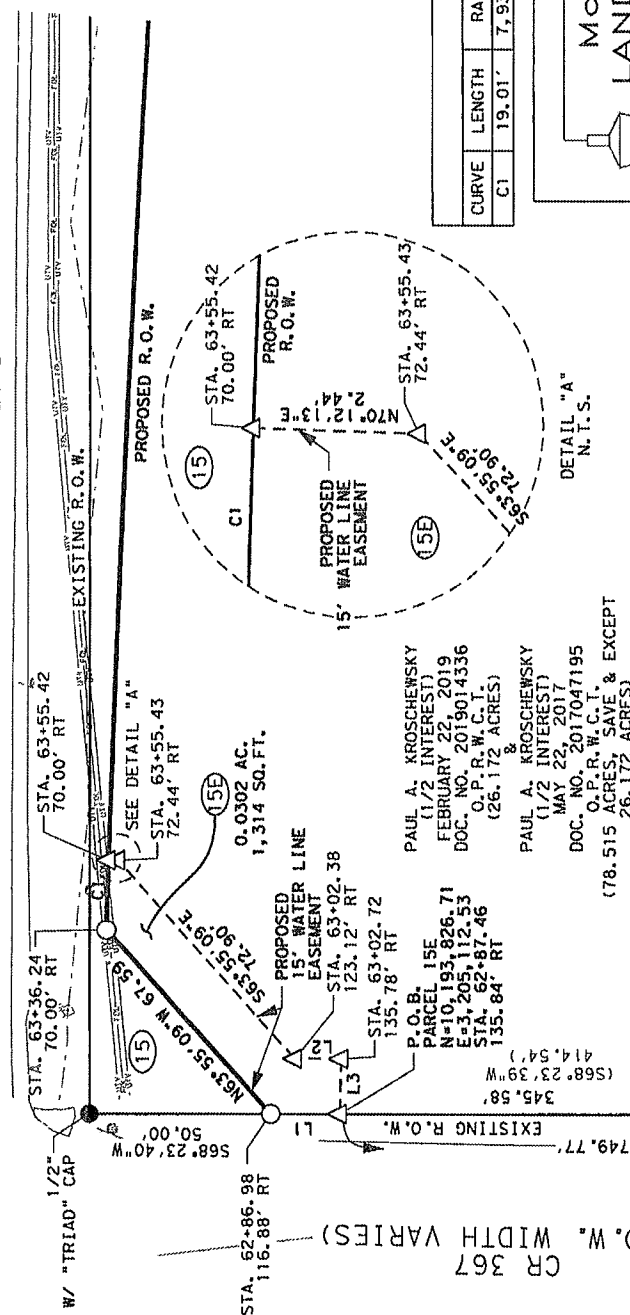
WILLIAMSON COUNTY, TEXAS

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

SAMUEL PHARASS SURVEY ABSTRACT NO. 496



ENGINEER'S BASELINE
CR 366
(R.O.W. WIDTH VARIES)
APPROXIMATE A-496
SURVEY LINE A-65



LINE	BEARING	DISTANCE
L1	S68°23'40"W	18.96'
L2	N68°23'40"E	12.66'
L3	S20°20'20"E	15.00'

CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C1	19.01'	7,930.00'	00°08'14" RT	N19°45'24"W	19.01'

ENGINEER'S BASELINE CURVE DATA
 PI NORTHING = 10,193,988.96
 PI EASTING = 3,204,900.23
 PI STATION = 65+13.06
 DELTA = 5°54'41" (RT)
 DEGREE OF CURVE = 0°42'58"
 TANGENT = 413.06'
 LENGTH = 825.39'
 RADIUS = 8,000.00'
 CHORD BEARING = N18°33'42"W
 CHORD = 825.03'
 PC STATION = 61+00.00
 PT STATION = 69+25.39

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: 1"=50'

SANDRA SUE ALTMAN
 FEBRUARY 22, 2019
 DOC. NO. 2019014333
 O.P.R.W.C.T.
 (78,562 ACRES)

W. J. BAKER SURVEY
 ABSTRACT NO. 65

P.O.C. PARCEL 15E
 1/2" W/ "TRIAD" CAP (CLEANING)

**ELECTRONICALLY RECORDED
OFFICIAL PUBLIC RECORDS**

2021109690

Pages: 10 Fee: \$53.00
07/22/2021 08:19 AM



Nancy E. Rister

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: - 0 - 24

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 24th day of Sept, 2021.

[signature page follows]

GRANTOR:

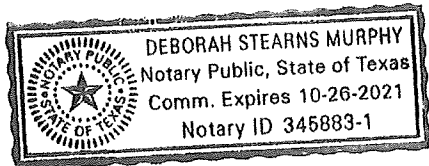
Cynthia D. Surles-Hall
Cynthia D. Surles-Hall

Acknowledgment

STATE OF TEXAS

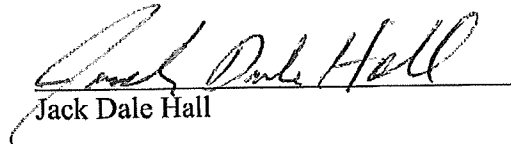
COUNTY OF Williamson

This instrument is acknowledged before me on the 24th 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
Printed Name: Deborah Stearns Murphy
My Commission Expires: 10-26-2021

GRANTOR:

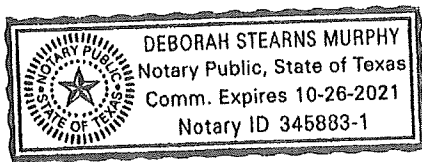

Jack Dale Hall

Acknowledgment

STATE OF TEXAS

COUNTY OF Williamson

This instrument is acknowledged before me on the 24th day of September 2021,
by Jack Dale Hall, in the capacity and for the purposes and consideration recited herein.



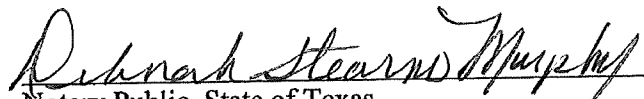

Notary Public, State of Texas
Printed Name: DEBORAH STEARNS MURPHY
My Commission Expires: 10-26-2021

EXHIBIT A

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;

EXHIBIT A

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;

EXHIBIT A

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	<u>1,232 square feet (0.0283 of one acre)</u>
Total	2,871 square feet (0.0659 of one acre)

EXHIBIT A

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

Page 4 of 7
 September 13, 2021

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.

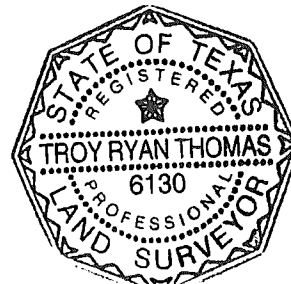
WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, this the 13th day of September, 2021 A.D.

SURVEYED BY:

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

TR Thomas

9/13/2021



Troy R. Thomas, Reg. Professional Land Surveyor No. 6130
 2020/Descriptions/CR 366 Williamson County/Parcel 14E

LEGEND

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

(XXX)

P.O.B.

P.O.C.

R.O.W.

N.T.S.

B.L.

D.R.W.C.T.

O.R.W.C.T.

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

P.R.W.C.T.

COUNTY, TEXAS

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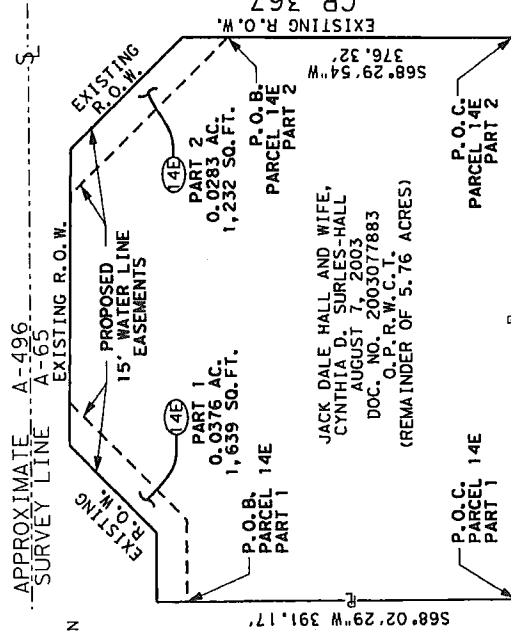
THE SURVEY SHOWN WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE OF NO. T-149308 ISSUED BY TEXAS NATIONAL TITLE, INC., EFFECTIVE DATE JUNE 7, 2021, ISSUED DATE JUNE 21, 2021.

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

- TEXAS POWER & LIGHT COMPANY ELECTRIC EASEMENT AS DESCRIBED IN VOLUME 286, PAGE 398, DEED RECORDS, WILLIAMSON COUNTY, TEXAS- UNABLE TO PLOT
- TEXAS POWER & LIGHT COMPANY ELECTRIC EASEMENT AS DESCRIBED IN VOLUME 299, PAGE 636, DEED RECORDS, WILLIAMSON COUNTY, TEXAS- UNABLE TO PLOT
- JONAH WATER SUPPLY CORP. WATER LINE EASEMENT AS DESCRIBED IN VOLUME 564, PAGE 62, DEED RECORDS, WILLIAMSON COUNTY, TEXAS- UNABLE TO PLOT
- RIGHT OF WAY GRANTED TO WILLIAMSON COUNTY, TEXAS AS DESCRIBED IN DOCUMENT NO. 2021037990, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS- AFFECTS AS SHOWN

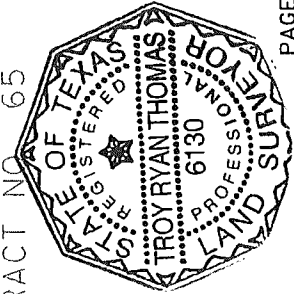
SAMUEL PHARASS SURVEY ABSTRACT NO. 496

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



PROPERTY INSET
NOT TO SCALE

W. J. BAKER SURVEY
ABSTRACT NO. 65



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

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

9/13/2021

DATE

PAGE 5 OF 7

REVISIONS

TOTAL OF PART 1 AND PART 2

CALCULATED	ACQUISITION	REMAINING RT
5.68 AC. 247,325 SQ. FT.	N/A	5.68 AC. 247,325 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 14E

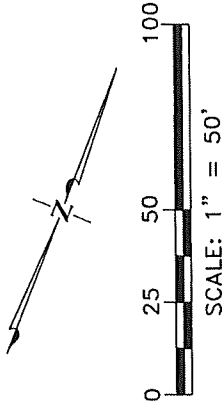
CR 366 - CARLOS G. PARKER BLVD.
TO CHANDLER RD.
WILLIAMSON COUNTY, TEXAS

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

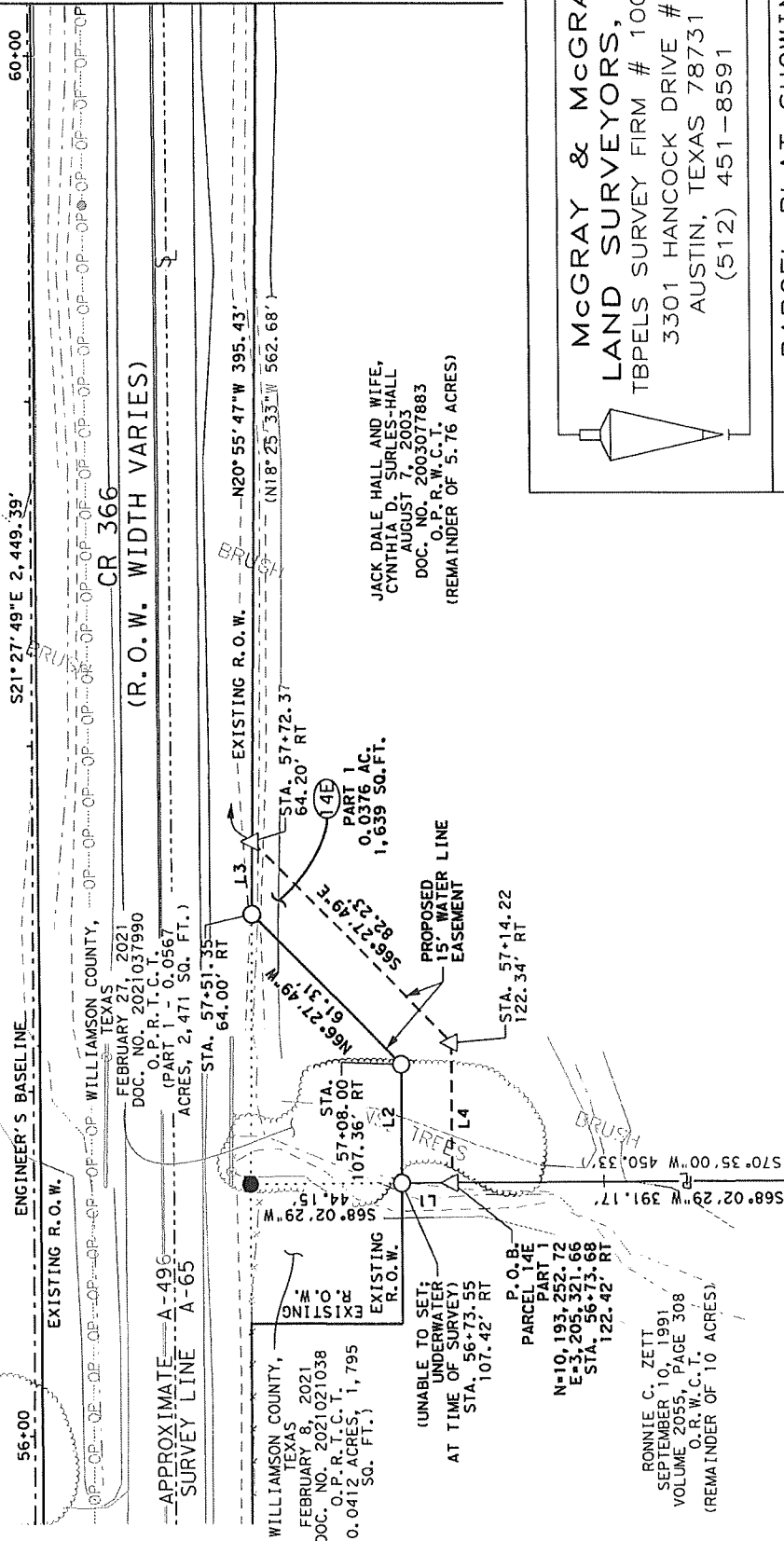
SAMUEL PHARASS SURVEY ABSTRACT NO. 496

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

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S68°02'29"W	15.00'
L2	N21°34'16"W	34.45'
L3	N20°55'47"W	21.02'
L4	S21°34'16"E	40.55'



MATCHLINE PAGE 7 OF 7



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

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

W. J. BAKER SURVEY ABSTRACT NO. 65

P.O.C.
PARCEL 14E
PART 1
(S19°00'00"E 559.38')
N21°30'06"W 559.54'

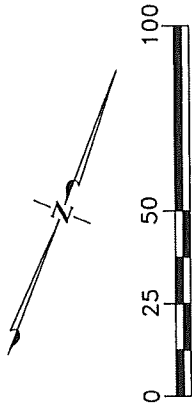
RONNIE C. ZETT
SEPTEMBER 10, 1991
VOLUME 2055, PAGE 308
O.R.W.C.T.
(REMAINDER OF 10 ACRES)

PARCEL PLAT SHOWING
PROPOSED EASEMENT AT
PARCEL 14E
CR 366 - CARLOS G. PARKER BLVD.
TO CHANDLER RD.
WILLIAMSON COUNTY, TEXAS

DATE: SEPTEMBER 2021 SCALE: 1" = 50'

SAMUEL PHARASS SURVEY ABSTRACT NO. 496

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

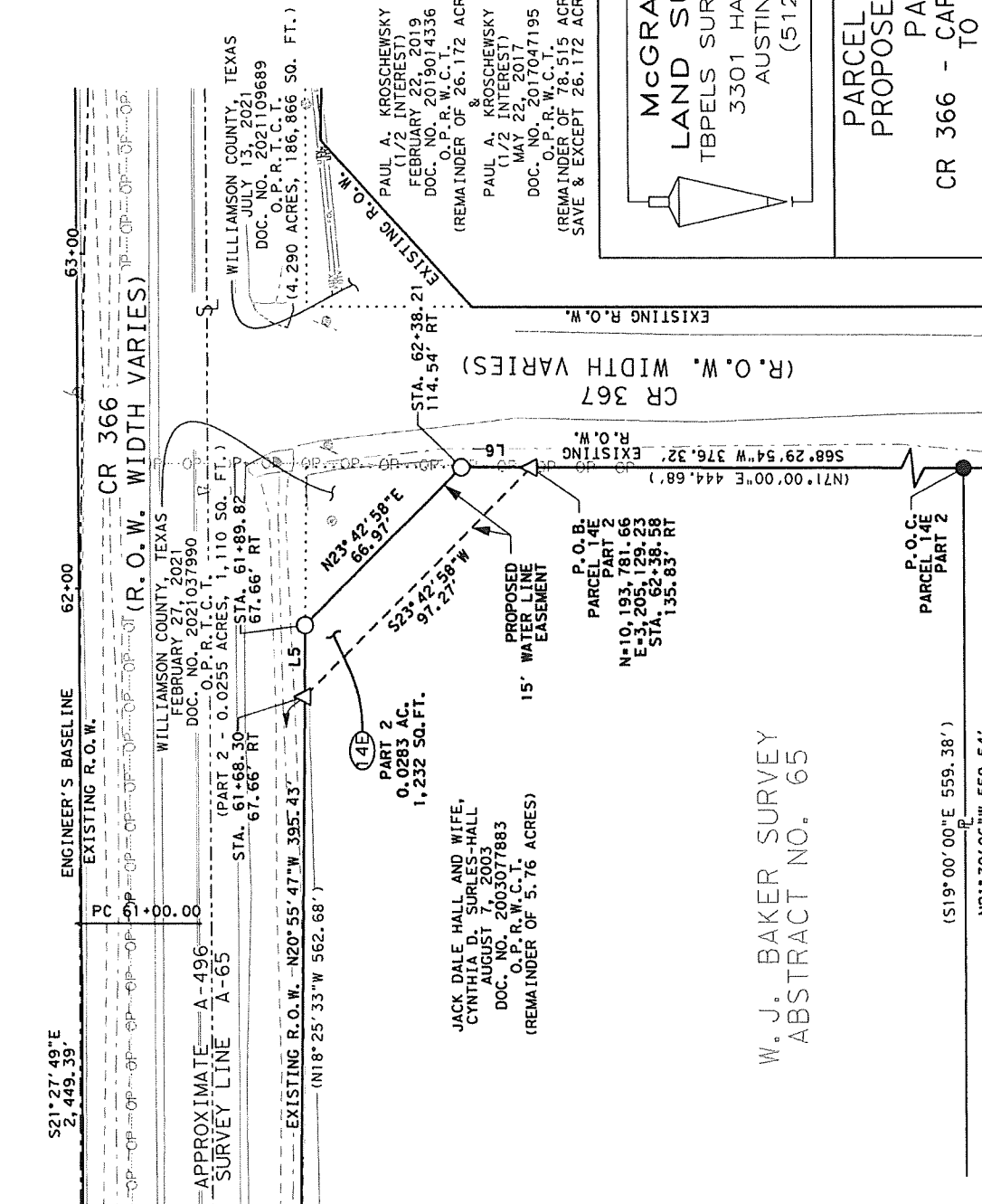


ENGINEER'S BASELINE CURVE DATA

PT NORTHING	= 10,193.988.96
PT EASTING	= 3,204.900.23
PT STATION	= 65+13.06
DELTA	= 5° 54' 41" (RT)
DEGREE OF CURVE	= 0° 42' 58"
TANGENT	= 413.06'
LENGTH	= 823.39'
RADIUS	= 8,003.00'
CHORD BEARING	= N18° 33' 42" W
CHORD	= 825.03'
PC STATION	= 61+00.00
PT STATION	= 69+25.59

LINE TABLE

LINE	BEARING	DISTANCE
L5	N20° 55' 47" W	21.35'
L6	N68° 29' 54" E	21.29'



MATCHLINE PAGE 6 OF 7

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 14E
CR 366 - CARLOS G. PARKER BLVD.
TO CHANDLER RD.
WILLIAMSON COUNTY, TEXAS

DATE: SEPTEMBER 2021 SCALE: 1" = 50'

**ELECTRONICALLY RECORDED
OFFICIAL PUBLIC RECORDS**

2022062237

Pages: 13 Fee: \$70.00

05/19/2022 01:10 PM

MBARRICK



Nancy E. Rister

Nancy E. Rister, County Clerk
Williamson County, Texas