

REAL ESTATE CONTRACT

CR 366 Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by **PAUL A. KROSCHEWSKY** (referred to in this Contract as "Seller") and **WILLIAMSON COUNTY, TEXAS** (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I PURCHASE AND SALE

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

Being a 186,866 square foot (4.290 acre) parcel of land, out of the W. J. Baker Survey, ABSTRACT NO. 65, in Williamson County, Texas; said parcel of land being more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof. (**Parcel 15**); and

Waterline easement interest in a 1,314 square foot (0.0302 acre) parcel of land, out of the W. J. Baker Survey, ABSTRACT NO. 65, in Williamson County, Texas; said parcel of land being more particularly described by metes and bounds in Exhibit "B" attached hereto and made a part hereof. (**Parcel 15**)

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

ARTICLE II PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Property described in Exhibit "A", any improvements on the Property, and any damage to and/or cost to cure the remaining property of Seller, shall be the sum of TWO HUNDRED AND FIVE THOUSAND and 00/100 Dollars (\$205,000.00).

2.01.1. The Purchase Price for the Easement portion of the Property described in Exhibit "B" shall be the sum of ONE THOUSAND FIVE HUNDRED and 00/100 Dollars (\$1,500.00)

Payment of Purchase Price

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

**ARTICLE III
PURCHASER'S OBLIGATIONS**

Conditions to Purchaser's Obligations

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

Miscellaneous Conditions

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

**ARTICLE IV
REPRESENTATIONS AND WARRANTIES
OF SELLER**

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

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

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

ARTICLE V CLOSING

Closing Date

5.01. The Closing shall be held at the office of Texas National Title Company on or before July 30, 2021, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to all of the Property described in Exhibit "A", and deliver to Purchaser a duly executed and acknowledged waterline easement conveying such interest to Jonah Water Special Utility District, both free and clear of any and all monetary liens and restrictions, except for the following:

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

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

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

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

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

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

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

Prorations

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

Closing Costs

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

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

ARTICLE VI BREACH BY SELLER

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

**ARTICLE VII
BREACH BY PURCHASER**

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

**ARTICLE VIII
MISCELLANEOUS**

Notice

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

Texas Law to Apply

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

Parties Bound

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

Legal Construction

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

Prior Agreements Superseded

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

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

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

Memorandum of Contract

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

Compliance

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

Effective Date

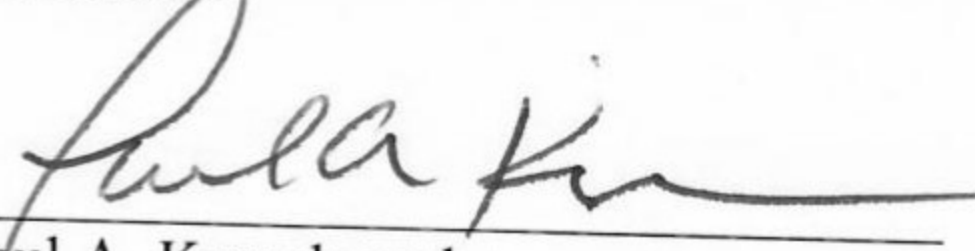
8.10. This Contract shall be effective as of the date it is approved by Williamson County, Texas which date is indicated beneath the County Judge's signature below.

Counterparts

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

[signature on following pages]

SELLER:


Paul A. Kroschewsky

Date: 6-10-2021

Address: 308 Deeren Ln
Pflugerville Tx
78660

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: 
Bill Gravell (Jun 15, 2021 15:53 CDT)
Bill Gravell, Jr.
County Judge

Date: Jun 15, 2021

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

EXHIBIT A

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

Page 1 of 12
September 3, 2020

PROPERTY DESCRIPTION FOR PARCEL 15

DESCRIPTION OF a 186,866 square foot (4.290 acres) parcel of land 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 186,866 square foot (4.290 acres) parcel of land 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 364.54 feet for a total distance of 768.73 feet to a 1/2-inch iron rod with a “McGray & McGray” cap set in the proposed east right-of-way line of County Road 366 (CR 366), for the **POINT OF BEGINNING**, 116.88 feet right of Engineer’s Baseline Station 62+86.98, and having Surface Coordinates of North=10,193,819.73, East=3,205,094.90;

- 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 **50.00 feet** to a 1/2-inch iron rod with a “TRIAD” cap found at the southwest corner of said 26.172 acre tract, being in the existing east margin of County Road 366 (CR 366, varying width);

EXHIBIT A

County: Williamson

Highway: County Road 366

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

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September 3, 2020

PROPERTY DESCRIPTION FOR PARCEL 15

- 2) **THENCE, N 21°33'36" W**, along the west line of said 26.172 acre tract and said 78.515 acre tract, with the east margin of CR 366, a distance of **2,755.12 feet** to a Y-Post found at the northwest corner of said 26.172 acre tract and said 78.515 acre tract, being the southwest corner of that tract described as 7.853 acres (Second Tract) conveyed to Loretta A. Kroschewsky Orsak by General Warranty Deed dated April 20, 1995, as recorded in Volume 2711, Page 393, Official Records, Williamson County, Texas (O.R.W.C.T.);
- 3) **THENCE, N 68°12'07" E**, along the north line of said 26.172 acre tract and said 78.515 acre tract, with the south line of said 7.853 acre tract, a distance of **88.33 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, 70.00 feet right of Engineer's Baseline Station 90+42.64, from which a 1-1/4-inch iron pipe in concrete found (bent) at the southeast corner of said 7.853 acre tract, being in the north line of said 78.562 acre tract, bears N 68°12'07" E, along the north line of said 26.172 acre tract and said 78.515 acre tract, with the south line of said 7.853 acre tract, passing at a distance of 324.59 feet a point at the northeast corner of said 26.172 acre tract and the northwest corner of said 78.562 acre tract, continuing along the south line of said 7.853 acre tract, with the north line of said 78.562 acre tract and partially along the north line of said 78.515 acre tract, a distance of 914.96 feet for a total distance of 1,239.55 feet;

THENCE, along the proposed east right-of-way line of CR 366, across said 26.172 acre tract and said 78.515 acre tract, the following four (4) courses, numbered 4 through 7:

- 4) **S 21°30'25" E**, a distance of **1,293.30 feet** to a 1/2-inch iron rod with a "McGray & McGray" cap set 70.00 feet right of Engineer's Baseline Station 77+49.34, for the beginning of a curve to the right,
- 5) with said curve to the right, an arc distance of **831.16 feet**, through a central angle of **05°54'04"**, having a radius of **8,070.00 feet**, and a chord bearing **S 18°33'23" E**, a chord distance of **830.79 feet** to a 1/2-inch iron rod with a "McGray & McGray" cap set 70.00 feet right of Engineer's Baseline Station 69+25.39, for the beginning of a curve to the left,

EXHIBIT A

County: Williamson

Highway: County Road 366

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

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September 3, 2020

PROPERTY DESCRIPTION FOR PARCEL 15

- 6) with said curve to the left, an arc distance of **584.00 feet**, through a central angle of **04°13'10"**, having a radius of **7,930.00 feet**, and a chord bearing **S 17°42'56" E**, a chord distance of **583.86 feet** to a 1/2-inch iron rod with a "McGray & McGray" cap set 70.00 feet right of Engineer's Baseline Station 63+36.24, and
- 7) **S 63°55'09" E**, a distance of **67.59 feet** to the **POINT OF BEGINNING** and containing 186,866 square feet (4.290 acres) 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.

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September 3, 2020

PROPERTY DESCRIPTION FOR PARCEL 15

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 §

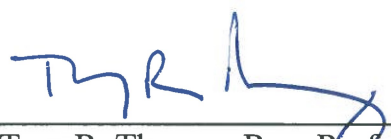
That I, Troy R. Thomas, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, this the 3rd day of September, 2020 A.D.

SURVEYED BY:

McGRAY & McGRAY LAND SURVEYORS, INC.

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



9/3/2020

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



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
- B.L. BUILDING SETBACK LINE
- D.R.W.C.T. DEED RECORDS WILLIAMSON COUNTY, TEXAS
- O.R.W.C.T. OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
- O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
- P.R.W.C.T. PLAT RECORDS WILLIAMSON COUNTY, TEXAS
- PARCEL NUMBER FOR R.O.W. ACQUISITION

SAMUEL PHARASS SURVEY
ABSTRACT NO. 496

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

APPROXIMATE A-496
SURVEY LINE A-65

EXISTING R.O.W.

PROPOSED R.O.W.

P.O.B. PARCEL 15

4.290 AC.
186,866 SQ. FT.

5 68° 23' 40" W 768.73'

EXISTING R.O.W.

CR 367

(R.O.W. WIDTH VARIES)

W. J. BAKER SURVEY
ABSTRACT NO. 65

PROPERTY INSET
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

9/3/2020

DATE

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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 2020.
- PLANIMETRICS SHOWN HEREON WERE COLLECTED BETWEEN SEPTEMBER 2017 AND DECEMBER 2017.
- THIS PARCEL PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.

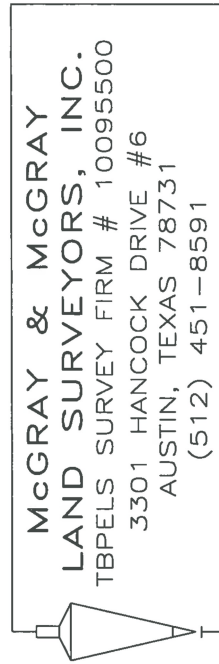
PAUL A. KROSCHEWSKY
(1/2 INTEREST)
FEBRUARY 22, 2019
DOC. NO. 2019014336
O.P.R.W.C.T.
(26.172 ACRES)

PAUL A. KROSCHEWSKY
(1/2 INTEREST)
MAY 22, 2017
DOC. NO. 2017047195
O.P.R.W.C.T.
(78.515 ACRES, SAVE &
EXCEPT
26.172 ACRES)



REVISIONS

DEED	ACQUISITION	REMAINING RT
26.172 AC. 1,140,052 SQ.FT.	4.290 AC. 186,866 SQ.FT.	21.882 AC. 953,186 SQ.FT.

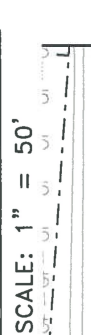


PARCEL PLAT SHOWING
PROPOSED R.O.W. AT
PARCEL 15
CR 366 - CARLOS G. PARKER BLVD.
TO CHANDLER RD.
WILLIAMSON COUNTY, TEXAS

DATE: SEPTEMBER 2020 SCALE: N.T.S.

SAMUEL PHARASS SURVEY
ABSTRACT NO. 496

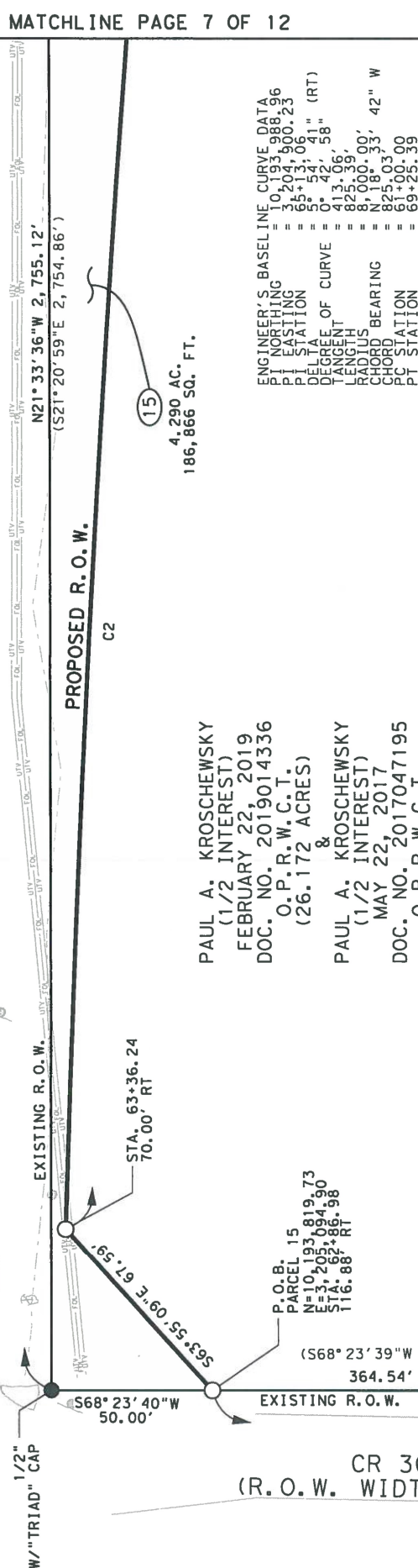
CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	CHORD
C2	584.00'	7,930.00'	04°13'10" LT	583.86'



MATCHLINE PAGE 7 OF 12

63+00
ENGINEER'S BASELINE
EXISTING R.O.W.
65+00
CR 366
(R.O.W. WIDTH VARIES)

APPROXIMATE A-496
SURVEY LINE A-65



ENGINEER'S BASELINE CURVE DATA
 P.I. NORTHING = 10,935.88
 P.I. EASTING = 1,207,900.23
 DELTA = 04°13'10" (RT)
 DEGREE OF CURVE = 0°42'58"
 TANGENT LENGTH = 413.06'
 RADIUS = 825.39'
 CHORD BEARING = N 18°33'42" W
 CHORD = 825.03'
 PC STATION = 61+00.00
 PT STATION = 69+25.39

4.290 AC.
186,866 SQ. FT.

PAUL A. KROSCHEWSKY
(1/2 INTEREST)
FEBRUARY 22, 2019
DOC. NO. 2019014336
O.P.R.W.C.T.
(26.172 ACRES)

PAUL A. KROSCHEWSKY
(1/2 INTEREST)
MAY 22, 2017
DOC. NO. 2017047195
O.P.R.W.C.T.
(78.515 ACRES, SAVE & EXCEPT
26.172 ACRES)

P.O.B.
PARCEL 15
N=10,193,819.73
E=3,205,094.90
STA. 62+86.98
116.88' RT

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 15
1/2" W-"TRIAD" CAP (LEANING)

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

PARCEL PLAT SHOWING
PROPOSED R.O.W. AT
PARCEL 15
CR 366 - CARLOS G. PARKER BLVD.
TO CHANDLER RD.
WILLIAMSON COUNTY, TEXAS

DATE: SEPTEMBER 2020 SCALE: 1"=50'

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

ENGINEER'S BASELINE 68+00
APPROXIMATE A-496
SURVEY LINE A-65

MATCHLINE PAGE 8 OF 12

MATCHLINE PAGE 6 OF 12

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C1	831.16'	8,070.00'	05°54'04" RT	S18°33'23"E	830.79'
C2	584.00'	7,930.00'	04°13'10" LT	S17°42'56"E	583.86'

PAUL A. KROSCHESKY
(1/2 INTEREST)
FEBRUARY 22, 2019
DOC. NO. 2019014336
O.P.R.W.C.T.
(26.172 ACRES)

PAUL A. KROSCHESKY
(1/2 INTEREST)
MAY 22, 2017
DOC. NO. 2017047195
O.P.R.W.C.T.
(78.515 ACRES, SAVE & EX
26.172 ACRES)

W. J. BAKER SURVEY
ABSTRACT NO. 65

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

ENGINEER'S BASELINE CURVE DATA	
STATION	0+00.00
STATION	0+100.00
STATION	0+200.00
STATION	0+300.00
STATION	0+400.00
STATION	0+500.00
STATION	0+600.00
STATION	0+700.00
STATION	0+800.00
STATION	0+900.00
STATION	0+1000.00
STATION	0+1100.00
STATION	0+1200.00
STATION	0+1300.00
STATION	0+1400.00
STATION	0+1500.00
STATION	0+1600.00
STATION	0+1700.00
STATION	0+1800.00
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STATION	0+2000.00
STATION	0+2100.00
STATION	0+2200.00
STATION	0+2300.00
STATION	0+2400.00
STATION	0+2500.00
STATION	0+2600.00
STATION	0+2700.00
STATION	0+2800.00
STATION	0+2900.00
STATION	0+3000.00
STATION	0+3100.00
STATION	0+3200.00
STATION	0+3300.00
STATION	0+3400.00
STATION	0+3500.00
STATION	0+3600.00
STATION	0+3700.00
STATION	0+3800.00
STATION	0+3900.00
STATION	0+4000.00
STATION	0+4100.00
STATION	0+4200.00
STATION	0+4300.00
STATION	0+4400.00
STATION	0+4500.00
STATION	0+4600.00
STATION	0+4700.00
STATION	0+4800.00
STATION	0+4900.00
STATION	0+5000.00
STATION	0+5100.00
STATION	0+5200.00
STATION	0+5300.00
STATION	0+5400.00
STATION	0+5500.00
STATION	0+5600.00
STATION	0+5700.00
STATION	0+5800.00
STATION	0+5900.00
STATION	0+6000.00
STATION	0+6100.00
STATION	0+6200.00
STATION	0+6300.00
STATION	0+6400.00
STATION	0+6500.00
STATION	0+6600.00
STATION	0+6700.00
STATION	0+6800.00
STATION	0+6900.00
STATION	0+7000.00
STATION	0+7100.00
STATION	0+7200.00
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STATION	0+7400.00
STATION	0+7500.00
STATION	0+7600.00
STATION	0+7700.00
STATION	0+7800.00
STATION	0+7900.00
STATION	0+8000.00
STATION	0+8100.00
STATION	0+8200.00
STATION	0+8300.00
STATION	0+8400.00
STATION	0+8500.00
STATION	0+8600.00
STATION	0+8700.00
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STATION	0+10100.00
STATION	0+10200.00
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STATION	0+12900.00
STATION	0+13000.00
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STATION	0+13200.00
STATION	0+13300.00
STATION	0+13400.

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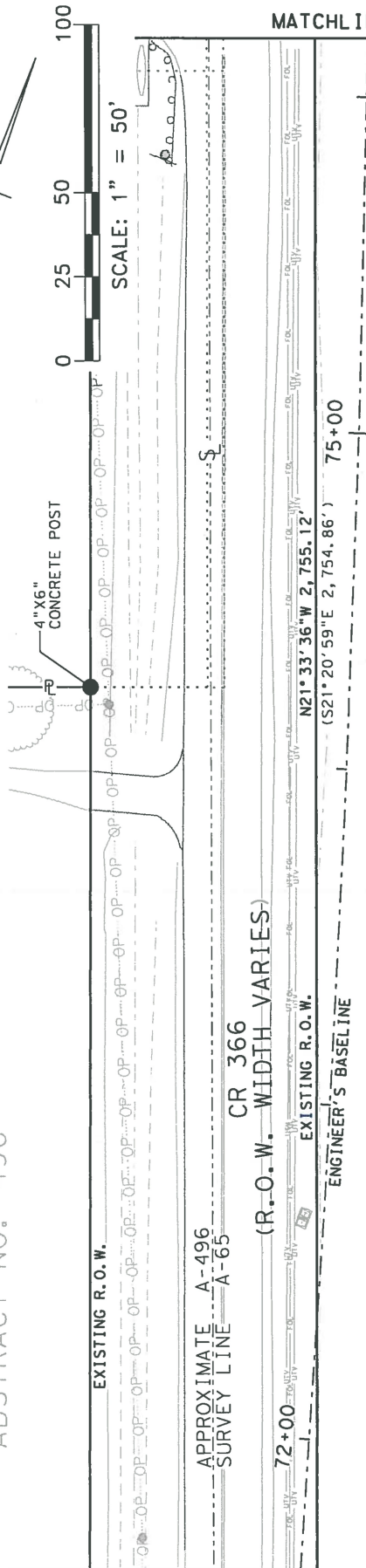
PARCEL PLAT SHOWING
PROPOSED R.O.W. AT

PARCEL 15

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

PAGE 7 OF 12
DATE: SEPTEMBER 2020
SCALE: 1"=50'

SAMUEL PHARASS SURVEY ABSTRACT NO. 496



MATCHLINE PAGE 9 OF 12

APPROXIMATE A-496
SURVEY LINE A-65

CR 366

(R.O.W. WIDTH VARIES)

72+00

EXISTING R.O.W.

ENGINEER'S BASELINE

N21°33'36"W 2,755.12'

(S21°20'59"E 2,754.86')

75+00

(15)

4,290 AC.
186,866 SQ. FT.

PROPOSED R.O.W.

C1

PAUL A. KROSCHESKY
(1/2 INTEREST)
FEBRUARY 22, 2019
DOC. NO. 2019014336
O.P.R.W.C.T.
(26.172 ACRES)

PAUL A. KROSCHESKY
(1/2 INTEREST)
MAY 22, 2017
DOC. NO. 2017047195
O.P.R.W.C.T.
(78.515 ACRES, SAVE & EXCEPT
26.172 ACRES)

W. J. BAKER SURVEY
ABSTRACT NO. 65

ENGINEER'S BASELINE CURVE DATA
PI NORTHING = 10194.183.93
PI EASTING = 7237.718.18
PI STATION = 5+54.04" (LT)
DEGREE OF CURVE = 0° 42' 58"
TANGENT = 412.54'
RADIUS = 823.95'
CHORD BEARING = N 18° 33' 23" W
CHORD = 823.59'
PC STATION = 69+25.39
PT STATION = 77+49.34

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	831.16'	8,070.00'	05° 54' 04" RT
			S18° 33' 23" E
			830.79'

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

PARCEL PLAT SHOWING
PROPOSED R.O.W. AT

PARCEL 15

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

SAMUEL PHARASS SURVEY
ABSTRACT NO. 496

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



EXISTING R.O.W.

APPROXIMATE
SURVEY LINE

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

N21°33'36"W 2,755.12'
(S21°20'59"E 2,754.86')

EXISTING R.O.W.

77+00

80+00

ENGINEER'S BASELINE

N21°30'25"W 2,893.51'

PROPOSED R.O.W.

CI

S21°30'25"E 1,293.30'

STA. 77+49.34
70.00' RT

(15)

4.290 AC.
186,866 SQ. FT.

MATCHLINE PAGE 10 OF 12

MATCHLINE PAGE 8 OF 12

W. J. BAKER SURVEY
ABSTRACT NO. 65

PAUL A. KROSCHIEWSKY
(1/2 INTEREST)
FEBRUARY 22, 2019
DOC. NO. 2019014336
O.P.R.W.C.T.
(26.172 ACRES)

PAUL A. KROSCHIEWSKY
(1/2 INTEREST)
MAY 22, 2017
DOC. NO. 2017047195
O.P.R.W.C.T.
(78.515 ACRES, SAVE & EXCEPT
26.172 ACRES)

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
CI	831.16'	8,070.00'	05°54'04" RT	S18°33'23"E	830.79'

ENGINEER'S BASELINE CURVE DATA
PT NORTHING = 10,194.783.93
PT EASTING = 3,204.678.18
PT STATION = 73+31.73
DELTA = 5°54'04" (LT)
DEGREE OF CURVE = 0°42'58"
TANGENT = 412.34'
LENGTH = 823.95'
RADIUS = 8,000.00'
CHORD BEARING = N 18°33'23" W
CHORD = 823.99'
PT STATION = 69+28.39
PT STATION = 77+49.34

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

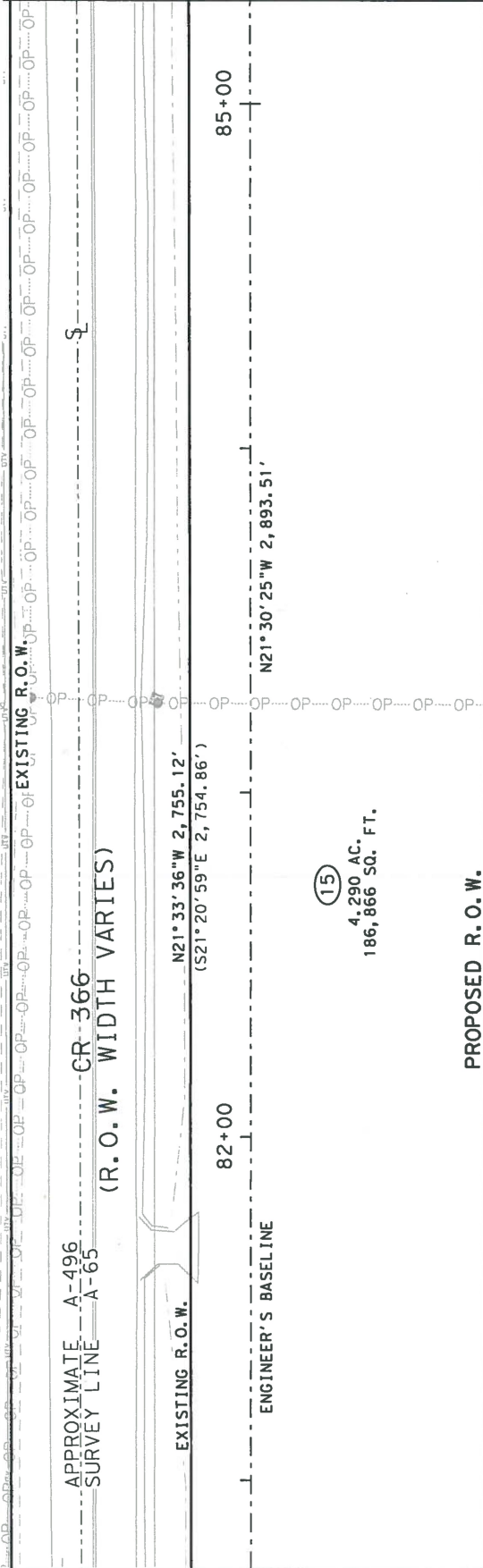
PARCEL PLAT SHOWING
PROPOSED R.O.W. AT

PARCEL 15
CR 366 - CARLOS G. PARKER BLVD.
TO CHANDLER RD.
WILLIAMSON COUNTY, TEXAS

SAMUEL PHARASS SURVEY ABSTRACT NO. 496



SCALE: 1" = 50'



MATCHLINE PAGE 11 OF 12

MATCHLINE PAGE 9 OF 12

PAUL A. KROSCHESKY
(1/2 INTEREST)
FEBRUARY 22, 2019
DOC. NO. 2019014336
O.P.R.W.C.T.
(26.172 ACRES)

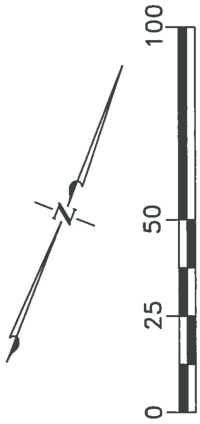
PAUL A. KROSCHESKY
(1/2 INTEREST)
MAY 22, 2017
DOC. NO. 2017047195
O.P.R.W.C.T.
(78.515 ACRES, SAVE & EXCEPT
26.172 ACRES)

W. J. BAKER SURVEY
ABSTRACT NO. 65

McGRAY & McGRAY
LAND SURVEYORS, INC.
TBPELS SURVEY FIRM # 10095500
3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
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PARCEL PLAT SHOWING
PROPOSED R.O.W. AT
PARCEL 15
CR 366 - CARLOS G. PARKER BLVD.
TO CHANDLER RD.
WILLIAMSON COUNTY, TEXAS

②



SCALE: 1" = 50'

MATCHLINE PAGE 10 OF 12

EXISTING R.O.W.'S

APPROXIMATE A-496
SURVEY LINE A-65

(R.O.W. WIDTH VARIES)

EXISTING R. O. W.

N21°33'36"W 2,755.12'
(S21°20'59"E 2,754.86')

86+00

ENGINEER'S BASELINE

$$89 + 00$$

N21°30'25"W 2,893.51'

15

4,290 AC.
186,866 SQ. FT.

PROPOSED R. O. W.

S21°30'25"E 1,293.30'

PAUL A. KROSCHESKY
(1/2 INTEREST)
FEBRUARY 22, 2019
DOC. NO. 2019014336
O.P.R.W.C.T.
(26.172 ACRES)

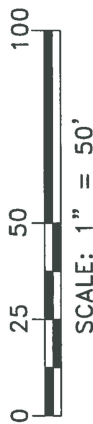
PAUL A. KROSCHEWSKY
(1/2 INTEREST)
MAY 22, 2017
DOC. NO. 2017047195
O.P.R.W.C.T.
(78.515 ACRES, SAVE & EX
26.172 ACRES)

W. J. BAKER SURVEY
ABSTRACT NO. 65

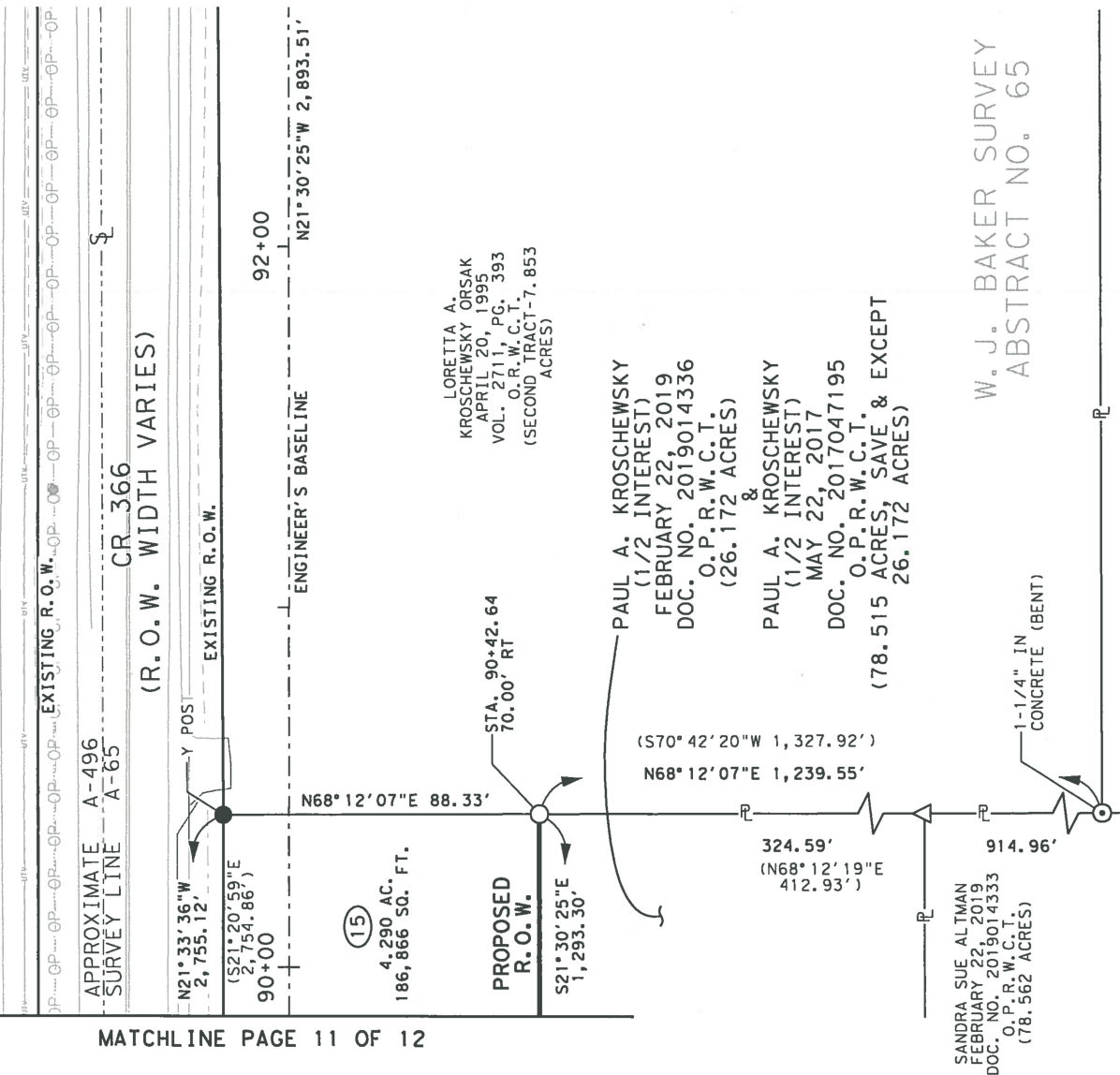
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PARCEL PLAT SHOWING
PROPOSED R.O.W. AT
PARCEL 15
CR 366 - CARLOS G. PARKER BLVD.
TO CHANDLER RD.
WILLIAMSON COUNTY, TEXAS

SAMUEL PHARASS SURVEY ABSTRACT NO. 496



MATCHLINE PAGE 11 OF 12



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

PARCEL PLAT SHOWING
PROPOSED R.O.W. AT
PARCEL 15
CR 366 - CARLOS G. PARKER BLVD.
TO CHANDLER RD.
WILLIAMSON COUNTY, TEXAS

Exhibit "B"

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

Page 1 of 5
May 28, 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;

EXHIBIT "B"

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

Page 2 of 5
May 28, 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.

Exhibit "B"

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

Page 3 of 5
May 28, 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 28th day of May, 2021 A.D.

SURVEYED BY:

McGRAY & McGRAY LAND SURVEYORS, INC.

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

PRELIMINARY

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

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

LEGEND

- FOUND TxDOT 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.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

NOTES:

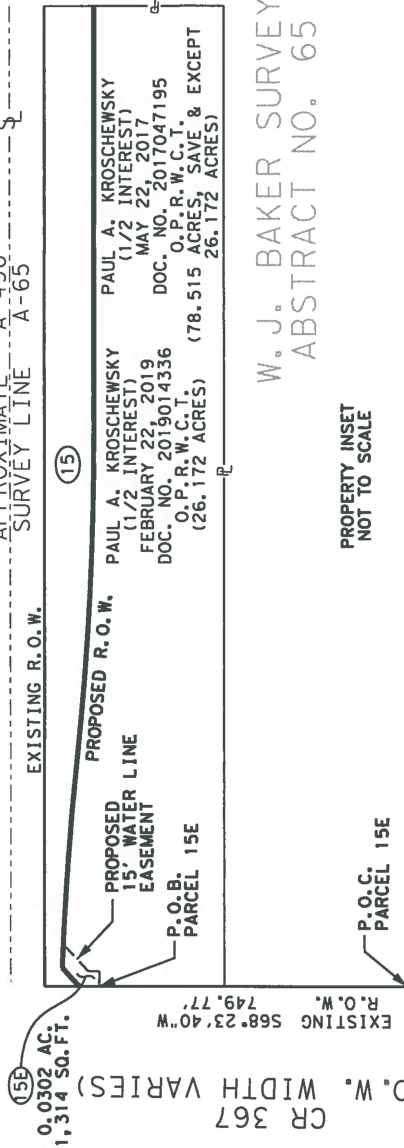
- 1. ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A COMBINED ADJUSTMENT FACTOR OF 1.00011. UNITS: U.S. SURVEY FEET.
- 2. THIS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

SAMUEL PHARASS SURVEY
ABSTRACT NO. 496

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

APPROXIMATE A-496
SURVEY LINE A-65

EXISTING R.O.W.



W.J. BAKER SURVEY
ABSTRACT NO. 65

PROPERTY INSET
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.

PRELIMINARY

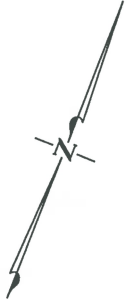
This document shall not be recorded for any purpose and shall not be used in evidence or relied upon as a title survey document.

5/28/2021

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

DATE

PAGE 4 OF 5



THE SURVEY SHOWN WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. 2022614-GTN ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE MAY 27, 2020, ISSUED DATE JUNE 4, 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 281, PAGE 313, DEED RECORDS, WILLIAMSON COUNTY, TEXAS- UNABLE TO PLOT
- B. TEXAS POWER & LIGHT COMPANY ELECTRIC EASEMENT AS DESCRIBED IN VOLUME 328, PAGE 34, DEED RECORDS, WILLIAMSON COUNTY, TEXAS- UNABLE TO PLOT
- C. JONAH WATER SUPPLY CORP. WATER LINE EASEMENT AS DESCRIBED IN VOLUME 564, PAGE 63, DEED RECORDS, WILLIAMSON COUNTY, TEXAS- UNABLE TO PLOT

REVISIONS

DEED	ACQUISITION	REMAINING RT
26.172 AC. 1,140,052 SQ. FT.	N/A	21.882 AC. 953,186 SQ. FT.

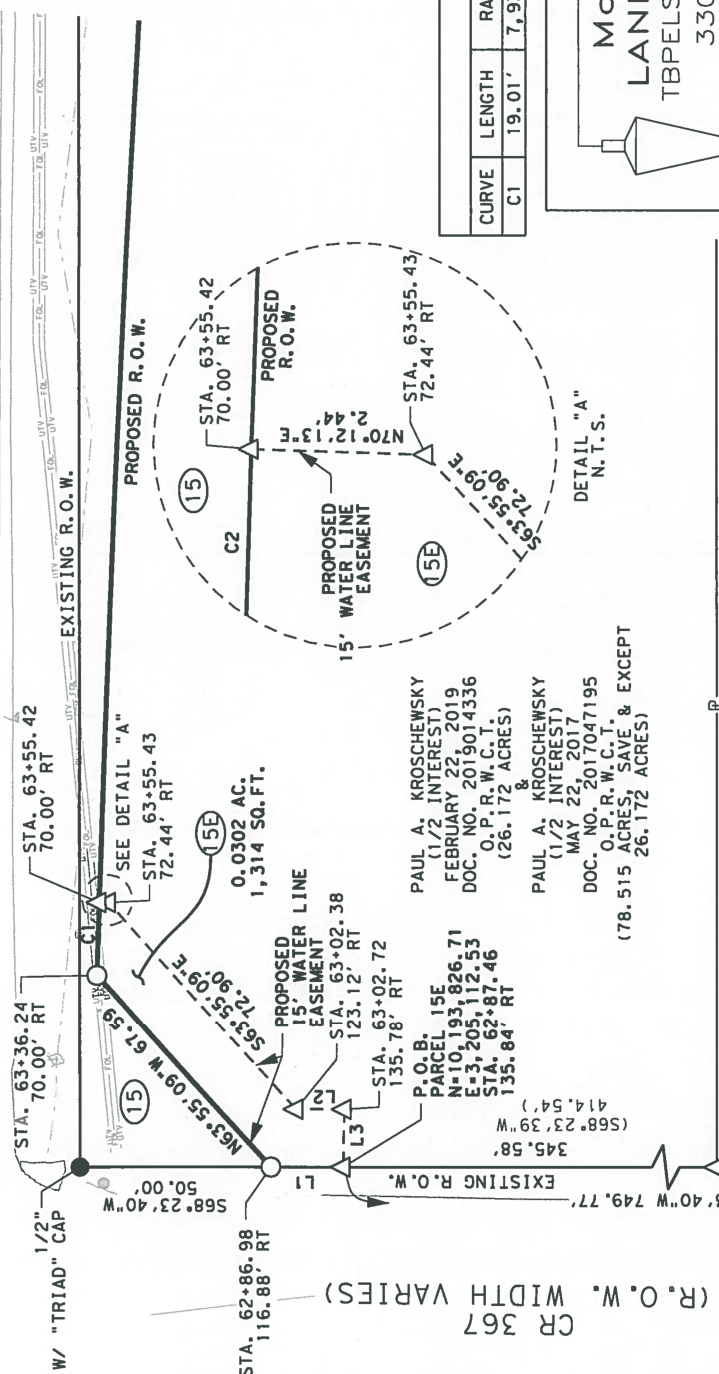
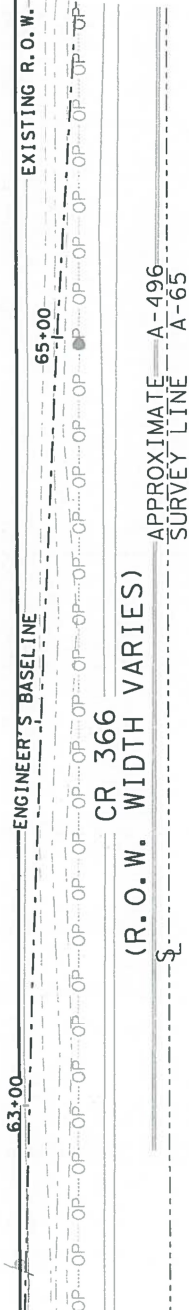


McGRAY & McGRAY
LAND SURVEYORS, INC.
TBPELS SURVEY FIRM # 10095500
3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
(512) 451-8591

PARCEL PLAT SHOWING
PROPOSED EASEMENT AT
PARCEL 15E
CR 366 - CARLOS G. PARKER BLVD.
TO CHANDLER RD.
WILLIAMSON COUNTY, TEXAS

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

SAMUEL PHARASS SURVEY ABSTRACT NO. 496



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 (LEANING)

ENGINEER'S BASELINE CURVE DATA
PI NORTHING = 10,193.988.96
PI EASTING = 3,204,900.23
PI STATION = 65+13.06
DEGREE OF CURVE = 5° 54' 41" (RT)
TANGENT LENGTH = 0° 42' 58"
RADIUS = 413.06'
CHORD BEARING = 825.39'
CHORD = 8,000.00'
PC STATION = 61+00.00
PT STATION = 69+25.39

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'

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

DATE: MAY 2021 SCALE: 1" = 50'

EXHIBIT "C"

Parcel 15

DEED

County Road 366 Right of Way

THE STATE OF TEXAS

§

COUNTY OF WILLIAMSON

§

§

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

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That the **PAUL A. KROSCHEWSKY**, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto **WILLIAMSON COUNTY, TEXAS**, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows:

Being a 186,866 square foot (4.290 acre) parcel of land out of the W. J. Baker Survey, ABSTRACT NO. 65, in Williamson County, Texas; said parcel of land being more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof. (**Parcel 15**)

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the property described in said Exhibit "A" to wit: NONE

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

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

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

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of CR 366.

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

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2021.

[signature on following page]

GRANTOR:

Paul A. Kroschewsky

ACKNOWLEDGMENT

STATE OF TEXAS

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on this the _____ day of _____, 2021 by Paul A. Kroschewsky, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

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

GRANTEE'S MAILING ADDRESS:

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

AFTER RECORDING RETURN TO:

EXHIBIT "D"

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 0.032 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.

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 ____ day of _____, 2021.

[signature page follows]

GRANTOR:

Paul A. Kroschewsky

Acknowledgment

STATE OF TEXAS

COUNTY OF _____

This instrument is acknowledged before me on the ____ day of _____, 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: _____