

**REAL ESTATE CONTRACT**  
Southeast Loop/FM3349 Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **MORRIS WAYNE KRUEGER and MICHAEL RAY KRUEGER** (referred to in this Contract as "Seller", whether one or more) 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(s) of land described as follows:

All of that certain 8.713 acre (379,531 square foot) tract of land, out of and situated in the John Kuykendall Survey, Abstract No. 378, in Williamson County; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 67**); and

Waterline easement interest in and across all of that certain 0.812 acre (35,385 square foot) tract of land, out of and situated in the John Kuykendall Survey, Abstract No. 378, in Williamson County; being more particularly described by metes and bounds in Exhibit "B", attached hereto and incorporated herein (**Parcel 67-WE**);

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 and fixtures situated on and attached to the Property described herein not otherwise 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 portion of the Property described in Exhibit "A", any improvements thereon, and any damage to or cost of cure for the remaining property of Seller shall be the sum of FOUR HUNDRED NINETY-NINE THOUSAND FIFTEEN and 00/100 Dollars (\$499,015.00).

2.02. The Purchase Price for the easement interest in and across the Property described in Exhibit "B", shall be the sum of TWENTY-THREE THOUSAND and 00/100 Dollars (\$23,000.00).

#### Payment of Purchase Price

2.03. The Purchase Price shall be payable in cash or other readily available funds 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**

4.01. 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 knowledge:

(a) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than previously disclosed to Purchaser;

(b) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof;

4.02. The Property 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 Independence Title Company on or before August 15, 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 Williamson County a duly executed and acknowledged Deed conveying good and indefeasible title in fee simple to all of the Property described in Exhibit "A", and deliver to Jonah Water Special Utility District a duly executed and acknowledged waterline easement conveying such interest to all of the Property described in Exhibit "B", 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 to Purchaser shall be in the form as shown in Exhibit "C" attached hereto. The Easement to Jonah Water Special Utility District shall be in the form as shown in Exhibit "D" attached hereto.

(3) 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".
- (4) Deliver to Purchaser possession of the Property.

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, but shall otherwise remain the obligation of Seller to satisfy. 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. Agricultural roll-back taxes, if any, which directly result from this Contract 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 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 the Williamson County commissioners' court, 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.

**SELLER:**

Morris Krueger  
Morris Wayne Krueger

Address: 27401 Hwy 79

Thrall, Texas 76578

Date: 7-19-21

Michael Ray Krueger  
Michael Ray Krueger

Address: 4551 County Road 132

Hutto, Texas  
78634-4451

Date: 7/19/2021

**PURCHASER:**

WILLIAMSON COUNTY, TEXAS

By: Bill Gravell  
Bill Gravell (Jul 27, 2021 15:57 CDT)  
Bill Gravell, Jr.  
County Judge

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

Date: Jul 27, 2021

County: Williamson  
Parcel: 67  
Project: FM 3349

March 30, 2021  
Page 1 of 3

EXHIBIT **A**  
PROPERTY DESCRIPTION FOR PARCEL 67

DESCRIPTION OF A 8.713 ACRE (379,531 SQUARE FOOT), PARCEL OF LAND SITUATED IN THE JOHN KUYKENDALL SURVEY, ABSTRACT NO. 378 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 80 ACRE TRACT OF LAND (FOURTH TRACT) DESCRIBED IN DEED OF GIFT TO MORRIS WAYNE KRUEGER AND MICHAEL RAY KRUEGER RECORDED IN VOLUME 656, PAGE 142 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 8.713 ACRE (379,531 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod with aluminum cap stamped "ROW 4933" set (Grid Coordinates determined as N=10,169,228.76, E=3,192,414.54 TxSPC Zone 4203) in the proposed westerly Right-of-Way (ROW) line of F. M. 3349 (variable width ROW), being in the existing southerly ROW line of County Road (C.R.) 132 (50' ROW width per Volume 347, Pg. 145, Tract 1), same being in the northerly boundary line of said 80.00 acre tract, for the northwesterly corner and POINT OF BEGINNING of the herein described parcel, and from which the calculated northwesterly corner of said 80 acre tract, same being the northeasterly corner of that called 22.26 acre tract of land (First Tract) described in Deed Of Gift to said Morris Wayne Krueger and Michael Ray Krueger recorded in said Volume 656, Page 142, bears N 82°41'16" W, at a distance of 1,754.55 feet;

- 1) THENCE, departing said proposed westerly ROW line, with said existing southerly ROW line, same being the northerly boundary line of said 80.00 acre tract, S 82°41'16" E, for a distance of 214.06 feet to the calculated northeasterly corner of said 80.00 acre tract, being the intersection of said existing southerly ROW line and the existing westerly ROW line of F. M. 3349 (100' ROW width), same being in the westerly line of that called 4.1049 acre ROW tract described in Deed to the State of Texas recorded in Volume 669, Pg. 340 of the Deed Records of Williamson County, Texas, for the northeasterly corner of the herein described parcel;
- 2) THENCE, with said existing westerly ROW line, being the easterly boundary line of said 80 acre tract, same being in part with the westerly line of said 4.1049 acre ROW tract, the westerly line of that called 0.0459 acre ROW tract described in Deed to the State of Texas recorded in Volume 669, Pg. 363 of the Deed Records of Williamson County, Texas and of that called 4.8614 acre ROW tract of land described in Deed to the State of Texas recorded in Volume 670, Pg. 280 of the Deed Records of Williamson County, Texas, S 07°37'56" W, for a distance of 1,768.97 feet to a broken TxDOT Type 1 ROW monument found, being the southeasterly corner of said 80.00 acre tract, same being the northeasterly corner of the remainder of that called 64.814 acre tract of land described in Warranty Deed to FM 3349 Holdings, LLC recorded in Document No. 2006048396 of the Official Public Records of Williamson County, Texas, for the southeasterly corner of the herein described parcel;
- 3) THENCE, departing said existing westerly ROW line, with the southerly boundary line of said 80.00 acre tract, same being the northerly boundary line of said remainder of the 64.814 acre tract, N 82°46'43" W, at a distance of 5.15 feet, pass a leaning 2 inch I.D. pipe standing about 1½ feet above the ground, and continuing for a total distance of 215.01 feet to an iron rod with aluminum cap stamped "ROW 4933" in said proposed westerly ROW line of F. M. 3349, for the southwesterly corner of the herein described parcel;
- 4) THENCE, departing said remainder of the 64.814 acre tract, with said proposed westerly ROW line, through the interior of said 80 acre tract, N 07°39'47" E, for a distance of 1769.31 feet to the POINT OF BEGINNING, containing 8.713 acre, (379,531 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

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

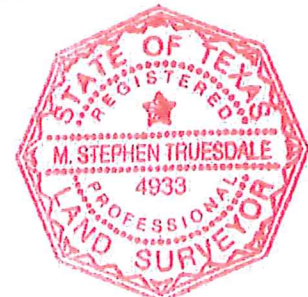
That I, M Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct and that the property described herein was determined by a survey made on the ground under my direct supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

*M. Stephen Truesdale*  
M Stephen Truesdale  
Registered Professional Land Surveyor No. 4933  
Licensed State Land Surveyor  
Inland Geodetics, LLC  
Firm Registration No: 100591-00  
1504 Chisholm Trail Road, Suite 103  
Round Rock, TX 78681

*16 APR 2021*  
Date

S:\\_HDR-PROJECTS\FM 3349 OVERPASS\PARCELS\PARCEL 67-MORRIS WAYNE KRUEGER ET AL.doc





# EXHIBIT A

03/30/2021

## THOMAS B. LEE SURVEY PLAT TO ACCOMPANY DESCRIPTION ABSTRACT No. 740

EXISTING ROW LINE  
OSTENSIBLE SURVEY LINE  
C.R. 132 (50' ROW WIDTH - VOL. 347, PG. 145 TRACT 1)  
EXISTING ROW LINE  
N82°41'16"W 1,754.55'  
(N80°18'W 708.7 Vrs=1,968.6')

MORRIS WAYNE KRUEGER  
& MICHAEL RAY KRUEGER  
(FIRST TRACT)  
22.26 ACRES  
(PART OF 115 ACRES)  
VOL. 656, PG. 142  
D.R.W.C.T.

P.O.B.

GRID  
COORDINATES:  
N=10,169,228.76  
E=3,192,414.54

KOCH REFINING CO.  
25' WIDE EASEMENT  
VOL. 1850, PG. 74  
O.R.W.C.T.

STATE OF TEXAS  
4.1049 ACRES  
VOL. 669, PG. 340  
D.R.W.C.T.

STATE OF TEXAS  
0.0459 ACRES  
VOL. 669, PG. 363  
D.R.W.C.T.

MORRIS WAYNE KRUEGER  
& MICHAEL RAY KRUEGER  
(FOURTH TRACT)  
80 ACRES  
VOL. 656, PG. 142  
D.R.W.C.T.

TxP&L EASEMENT  
PART 1  
VOL. 282, PG. 345  
D.R.W.C.T.

67

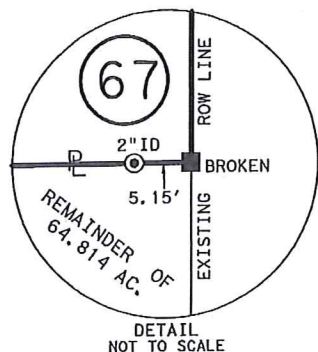
8.713 AC.  
379,531 SQ. FT.

JOHN KUYKENDALL SURVEY  
ABSTRACT No. 378

F.M. 3349  
(100' R.O.W. WIDTH)

STATE OF TEXAS  
4.8614 ACRES  
VOL. 670, PG. 280  
D.R.W.C.T.

WATKINS NOBLES SURVEY  
ABSTRACT No. 484



FM 3349 HOLDINGS, LLC  
REMAINDER OF 64.814 ACRES  
DOC. No. 2006048396  
O.P.R.W.C.T.

SEE  
DETAIL

**INLAND  
GEODETICS**  
PROFESSIONAL LAND SURVEYORS  
1504 CHISHOLM TRAIL RD. STE. 103  
ROUND ROCK, TX. 78681  
PH. (512) 238-1200, FAX (512) 238-1251  
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF  
**MORRIS WAYNE KRUEGER  
& MICHAEL RAY KRUEGER**

**PARCEL 67**

SCALE  
1" = 300'

WILLIAMSON COUNTY

PROJECT  
FM 3349

PAGE 2 OF 3

## PLAT TO ACCOMPANY DESCRIPTION

03/30/2021

## LEGEND

○	IRON ROD WITH ALUMINUM CAP STAMPED "ROW 4933" SET	P.O.B.	POINT OF BEGINNING
⊙	IRON ROD WITH PLASTIC CAP FOUND - AS NOTED	P.O.R.	POINT OF REFERENCE
●	1/2" IRON ROD FOUND	( )	RECORD INFORMATION
■	TxDOT TYPE 1 CONCRETE MONUMENT FOUND	P.R.W.C.T.	PLAT RECORDS
△	CALCULATED POINT	WILLIAMSON COUNTY, TEXAS	
ℙ	PROPERTY LINE	D.R.W.C.T.	DEED RECORDS
—/—	LINE BREAK	WILLIAMSON COUNTY, TEXAS	
↔	DENOTES COMMON OWNERSHIP	O.R.W.C.T.	OFFICIAL RECORDS
		WILLIAMSON COUNTY, TEXAS	
		O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS
		WILLIAMSON COUNTY, TEXAS	

1) All bearings shown hereon are based on grid bearing. All distances are surface distances. Coordinates are surface values based on the Texas State Plane Coordinate System, NAD 83, Central Zone.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. 2056183-KFO, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE OCTOBER 5, 2020, ISSUE DATE OCTOBER 14 2020.

10G. EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 282, PAGE 345, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

H. EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 288, PAGE 33, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

I. EASEMENT TO STATE OF TEXAS RECORDED IN VOLUME 454, PAGE 696, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

J. EASEMENT TO JONAH WATER SUPPLY CORPORATION RECORDED IN VOLUME 597, PAGE 987, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

K. EASEMENT TO JONAH WATER SUPPLY CORPORATION RECORDED IN VOLUME 597, PAGE 992, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

L. EASEMENT TO JONAH WATER SUPPLY CORPORATION RECORDED IN VOLUME 597, PAGE 993, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS, BY ITS DESCRIPTION CAN NOT BE LOCATED.

M. EASEMENT TO JONAH WATER SUPPLY CORPORATION RECORDED IN VOLUME 1539, PAGE 193, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS, BY ITS DESCRIPTION CAN NOT BE LOCATED.

N. EASEMENT TO KOCH REFINING COMPANY RECORDED IN VOLUME 1792, PAGE 148, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

O. EASEMENT TO KOCH REFINING COMPANY RECORDED IN VOLUME 1850, PAGE 74, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

P. RESOLUTION NO. R-19-09-05-9F RECORDED IN DOCUMENT NO. 2019085045, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND THAT THE PROPERTY SHOWN HEREON WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

*M. Stephen Truesdale* 16 APR 2021  
M. STEPHEN TRUESDALE DATE  
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933  
LICENSED STATE LAND SURVEYOR  
INLAND GEODETICS, LLC  
FIRM REGISTRATION NO. 100591-00  
1504 CHISHOLM TRAIL ROAD, SUITE 103  
ROUND ROCK, TEXAS 78681



PARCEL PLAT SHOWING PROPERTY OF  
**MORRIS WAYNE KRUEGER**  
& **MICHAEL RAY KRUEGER**

**PARCEL 67**

SCALE  
1" = 300'

WILLIAMSON COUNTY

PROJECT  
FM 3349

PAGE 3 OF 3



EXHIBIT **B**  
PROPERTY DESCRIPTION FOR PARCEL 67-W.E.

DESCRIPTION OF A 0.812 ACRE (35,385 SQUARE FOOT), PARCEL OF LAND SITUATED IN THE JOHN KUYKENDALL SURVEY, ABSTRACT NO. 378 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 80 ACRE TRACT OF LAND (FOURTH TRACT) DESCRIBED IN DEED OF GIFT TO MORRIS WAYNE KRUEGER AND MICHAEL RAY KRUEGER RECORDED IN VOLUME 656, PAGE 142 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.812 ACRE (35,385 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at an iron rod with aluminum cap stamped "ROW 4933" set in the proposed westerly Right-of-Way (ROW) line of F.M. 3349 (variable width ROW), being in the existing southerly ROW line of County Road (C.R.) 132 (50' ROW width per Volume 347, Page 145, Tract 1), same being in the northerly boundary line of said 80 acre tract, for the northeasterly corner and **POINT OF BEGINNING** of the herein described parcel;

- 1) **THENCE**, departing said southerly existing ROW line, through the interior of said 80 acre tract, with said proposed westerly ROW line, **S 07°39'47" W**, for a distance of **1,769.31** feet to an iron rod with aluminum cap stamped "ROW 4933" set in the southerly boundary line of said 80 acre tract, same being in the northerly boundary line of the remainder of that called 64.814 acre tract of land described in Warranty Deed to FM 3349 Holdings, LLC recorded in Document No. 2006048396 of the Official Public Records of Williamson County, Texas, for the southeasterly corner of the herein described parcel, and from which, a broken TxDOT Type 1 ROW monument found in the existing westerly ROW line of F.M. 3349 (100' ROW width), being the northeasterly corner of said remainder of the 64.814 acre tract, same being the southeasterly corner of said 80 acre tract bears **S 82°46'43" E**, at a distance of **209.86**, pass a leaning 2 inch diameter pipe standing about **1½** feet above ground, and continuing for a total distance of **215.01** feet;
- 2) **THENCE**, departing said proposed westerly ROW line, with said common boundary line, **N 82°46'43" W**, for a distance of **20.00** feet to the calculated southwesterly corner of the herein described parcel;
- 3) **THENCE**, departing said remainder tract, through the interior of said 80 acre tract, **N 07°39'47" E**, for a distance of **1,769.31** feet to a calculated point in said northerly boundary line of the 80 acre tract, same being in said existing southerly ROW line of C.R. 132, for the northwesterly corner of the herein described parcel;
- 4) **THENCE**, with said common boundary/ROW line, **S 82°41'16" E**, for a distance of **20.00** feet to the **POINT OF BEGINNING**, containing 0.812 acre, (35,385 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

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

That I, M Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct and that the property described herein was determined by a survey made on the ground under my direct supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

*M. Stephen Truesdale*  
M Stephen Truesdale  
Registered Professional Land Surveyor No. 4933  
Licensed State Land Surveyor  
Inland Geodetics, LLC  
Firm Registration No: 100591-00  
1504 Chisholm Trail Road, Suite 103  
Round Rock, TX 78681

Date



## PLAT TO ACCOMPANY DESCRIPTION

03/30/2021

## LEGEND

○	IRON ROD WITH ALUMINUM CAP STAMPED "ROW 4933" SET	P.O.B.	POINT OF BEGINNING
⊗	IRON ROD WITH PLASTIC CAP FOUND - AS NOTED	P.O.R.	POINT OF REFERENCE
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			WILLIAMSON COUNTY, TEXAS
		O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS
			WILLIAMSON COUNTY, TEXAS

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H. EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 288, PAGE 33, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

I. EASEMENT TO STATE OF TEXAS RECORDED IN VOLUME 454, PAGE 696, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

J. EASEMENT TO JONAH WATER SUPPLY CORPORATION RECORDED IN VOLUME 597, PAGE 987, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

K. EASEMENT TO JONAH WATER SUPPLY CORPORATION RECORDED IN VOLUME 597, PAGE 992, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

L. EASEMENT TO JONAH WATER SUPPLY CORPORATION RECORDED IN VOLUME 597, PAGE 993, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, BY ITS DESCRIPTION CAN NOT BE LOCATED.

M. EASEMENT TO JONAH WATER SUPPLY CORPORATION RECORDED IN VOLUME 1539, PAGE 193, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, BY ITS DESCRIPTION CAN NOT BE LOCATED.

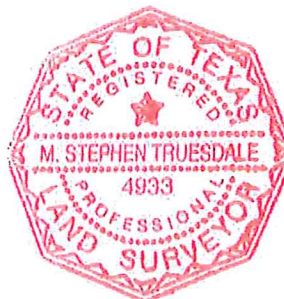
N. EASEMENT TO KOCH REFINING COMPANY RECORDED IN VOLUME 1792, PAGE 148, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

O. EASEMENT TO KOCH REFINING COMPANY RECORDED IN VOLUME 1850, PAGE 74, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

P. RESOLUTION NO. R-19-09-05-9F RECORDED IN DOCUMENT NO. 2019085045, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND THAT THE PROPERTY SHOWN HEREON WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

*M. Stephen Truesdale* 16 APR 2021  
M. STEPHEN TRUESDALE DATE  
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933  
LICENSED STATE LAND SURVEYOR  
INLAND GEODETICS, LLC  
FIRM REGISTRATION NO. 100591-00  
1504 CHISHOLM TRAIL ROAD, SUITE 103  
ROUND ROCK, TEXAS 78681



PARCEL PLAT SHOWING PROPERTY OF  
**MORRIS WAYNE KRUEGER  
& MICHAEL RAY KRUEGER**

**PARCEL 67  
W.E.**

SCALE  
1" = 300'

WILLIAMSON COUNTY

PROJECT  
FM 3349

PAGE 3 OF 3



# EXHIBIT B

THOMAS B. LEE SURVEY PLAT TO ACCOMPANY DESCRIPTION  
ABSTRACT No. 740

03/30/2021

EXISTING ROW LINE  
OSTENSIBLE SURVEY LINE  
C.R. 132 (50' ROW WIDTH - VOL. 347, PG. 145 TRACT 1)  
EXISTING ROW LINE N82° 41' 16" W 1,734.55'  
(N80° 18' W 708.7 Vrs=1,968.6')

MORRIS WAYNE KRUEGER  
& MICHAEL RAY KRUEGER  
(FIRST TRACT)  
22.26 ACRES  
(PART OF 115 ACRES)  
VOL. 656, PG. 142  
D. R. W. C. T.

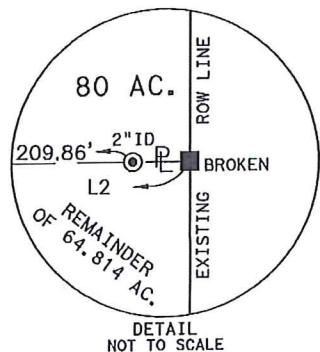
MORRIS WAYNE KRUEGER  
& MICHAEL RAY KRUEGER  
(FOURTH TRACT)  
80 ACRES  
VOL. 656, PG. 142  
D. R. W. C. T.

NO.	DIRECTION	DISTANCE
L1	S82° 41' 16" E	218.06'
L2	S82° 46' 43" E	215.01'
L3	N82° 46' 43" W	20.00'
L4	S82° 41' 16" E	20.00'

(S10° W 637.3 Vrs=1,770.3')

JOHN KUYKENDALL SURVEY  
ABSTRACT No. 378

67  
W.E.  
0.812 AC.  
35,385 SQ. FT.



FM 3349 HOLDINGS, LLC  
REMAINDER OF 64.814 ACRES  
DOC. No. 2006048396  
O. P. R. W. C. T.

P.O.B.

GRID  
COORDINATES:  
N=10,169,228.76  
E=3,192,414.54

KOCH REFINING CO.  
25' WIDE EASEMENT  
VOL. 1850, PG. 74  
O.R.W.C.T.

TxP&L EASEMENT  
PART 1  
VOL. 282, PG. 345  
D.R.W.C.T.

PROPOSED ROW LINE

N07° 39' 47" E 1,769.31'  
S07° 39' 47" W 1,769.31'

(N09° 07' 36" E 509.79')

(N10° E 637.3 Vrs=1,770.3')

(N09° 07' 36" E 1,290.64')

EXISTING ROW LINE

F.M. 3349  
(100' R.O.W. WIDTH)

STATE OF TEXAS  
4.8614 ACRES  
VOL. 670, PG. 280  
D.R.W.C.T.

WATKINS NOBLES SURVEY  
ABSTRACT No. 484

SEE  
DETAIL

EXISTING ROW LINE

OSTENSIBLE SURVEY LINE

PROPOSED ROW LINE

INLAND  
GEODETICS

PROFESSIONAL LAND SURVEYORS  
1504 CHISHOLM TRAIL RD. STE. 103  
ROUND ROCK, TX. 78681  
PH. (512) 238-1200, FAX (512) 238-1251  
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF  
MORRIS WAYNE KRUEGER  
& MICHAEL RAY KRUEGER

SCALE  
1" = 300'

WILLIAMSON COUNTY

PROJECT  
FM 3349

PARCEL 67  
W.E.

PAGE 2 OF 3

# EXHIBIT "C"

Parcel 67

## DEED

Southeast Loop (Corridor A1) 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 THAT TRANSFERS AN INTEREST IN REAL PROPERTY 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 **MORRIS WAYNE KRUEGER and MICHAEL RAY KRUEGER**, 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 (the "Property"):

All of that certain 8.713 acre (379,531 Sq. Ft.) tract of land in the John Kuykendall Survey, Abstract No. 378, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 67**)

**SAVE AND EXCEPT, HOWEVER**, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property, 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 and/or the State of 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 Southeast Loop/Corridor A1.

**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 pages follow]*

**GRANTOR:**

\_\_\_\_\_  
Morris Wayne Krueger

**ACKNOWLEDGMENT**

STATE OF TEXAS

§  
§  
§

COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2021 by Morris Wayne Krueger, in the capacity and for the purposes and consideration recited therein.

\_\_\_\_\_  
Notary Public, State of Texas



**GRANTOR:**

\_\_\_\_\_  
Michael Ray Krueger

**ACKNOWLEDGMENT**

STATE OF TEXAS

§

§

COUNTY OF \_\_\_\_\_

§

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2021 by Michael Ray Krueger, 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

Southeast Loop (Segment 3)

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

### **GRANT OF EASEMENT:**

MORRIS WAYNE KRUEGER and MICHAEL RAY KRUEGER ("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 that certain 0.812 acre (35,385 SF) (Parcel 67-WE) parcel of land, 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 at or below grade water line purposes, including placement, construction, installation, replacement, repair, inspection, maintenance, relocation, removal, and operation of water distribution and transmission lines and no more than two (2) above-grade 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 pages follow]*

**GRANTOR:**

\_\_\_\_\_  
Morris Wayne Krueger

**Acknowledgment**

STATE OF TEXAS

COUNTY OF \_\_\_\_\_

This instrument is acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2021,  
by Morris Wayne Krueger, in the capacity and for the purposes and consideration recited herein.

\_\_\_\_\_  
Notary Public, State of Texas

Printed Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**GRANTOR:**

\_\_\_\_\_  
Michael Ray Krueger

**Acknowledgment**

STATE OF TEXAS

COUNTY OF \_\_\_\_\_

This instrument is acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_ 2021, by Michael Ray Krueger, in the capacity and for the purposes and consideration recited herein.

\_\_\_\_\_  
Notary Public, State of Texas

Printed Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_