

Sheets & Crossfield, PLLC

ATTORNEYS AT LAW

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September 8, 2021

Via e-mail hippohank@aol.com

Daniel Dwayne Krueger
11901 Hwy 79
Hutto, Texas 78634

Re: Williamson County—Southeast Loop Ph.3
Jonah SUD replacement waterline easement
Parcel No.: 92WE

Dear Dwayne:

Please allow this letter to set out my understanding regarding our Agreement for the acquisition of a permanent waterline easement to Jonah Water Special Utility District ("Jonah") in and across portions of your property ("Owner") as part of Williamson County's ("County") proposed improvements to Southeast Loop/Corridor A1 and related utility adjustments ("Project").

By execution of this letter the parties agree as follows:

1. In return for Owner's delivery to Jonah of a fully executed and acknowledged waterline easement ("Easement") in and to a 0.066 acre (2,866 SF) of land, and in the form as set out in Exhibit "A" attached hereto and incorporated herein, County shall pay Owner the sum of **\$5,732.00** in cash or other good funds.

2. If requested by County, the Closing and completion of this transaction shall take place at a title company of County's choice ("Title Company") within thirty (30) days after full execution of this Agreement, or at other date and time agreed to between the parties.

Upon request Owner shall provide reasonable assistance, at no cost to Owner, to cause the Title Company to issue a policy of title insurance, with standard printed exceptions, to Jonah in completion of this transaction. County shall be responsible for all fees and costs associated with this transaction, except that each party shall be responsible for any attorney's fees they incur. Owner shall assist County and Title Company with any curative measures or mortgage lien consent or subordination required as a condition of the Closing.

3. This Agreement is being made, and the Easement is being delivered, in lieu of condemnation.

If this meets with your understanding, please execute this letter where indicated and return it to me, and we will have this approved and signed by the County and process this for payment and Closing as quickly as possible.

Please feel free to contact me at any time if you have any questions or concerns about these issues.

Very truly yours,



Don Childs
Sheets & Crossfield, PLLC

AGREED:


Daniel Dwayne Krueger

Date: 9-13-2021

ACCEPTED AND AGREED:

WILLIAMSON COUNTY, TEXAS

By: 
Bill Gravell, Jr.
County Judge

Date: Sep 28, 2021

EXHIBIT “A” FORM OF EASEMENT FOLLOWS

WATERLINE EASEMENT

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

GRANT OF EASEMENT:

DANIEL DWAYNE 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 0.066 acre (2,866 SF) parcel of land, being a portion of 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:

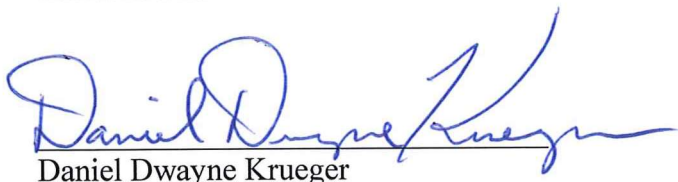
This Agreement shall bind and inure to the benefit of the respective parties hereto, their heirs, legal representatives, successors and assigns.

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 13 day of September, 2021.

GRANTOR:

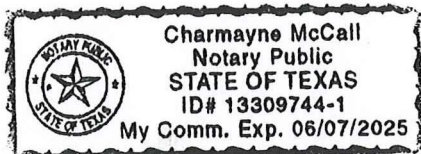

Daniel Dwayne Krueger

Acknowledgment

STATE OF TEXAS

COUNTY OF Williamson

This instrument is acknowledged before me on the 13 day of September, 2021, by Daniel Dwayne Krueger, in the capacity and for the purposes and consideration recited herein.




Notary Public, State of Texas
Printed Name: Charmayne McCall
My Commission Expires: 06/07/2025

A
EXHIBIT
PROPERTY DESCRIPTION FOR PARCEL 92 - W.E.

DESCRIPTION OF A 0.066 ACRE (2,866 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE J.J. STUBBLEFIELD SURVEY, ABSTRACT NO. 562 AND THE PATRICK O'DAUGHTRY SURVEY, ABSTRACT NO. 184 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF THAT CALLED 6.2200 ACRE TRACT OF LAND DESCRIBED IN PARTITION WARRANTY DEED TO DANIEL DWAYNE KRUEGER RECORDED IN DOCUMENT NO. 2000010169 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.066 ACRE (2,866 SQUARE FOOT) PARCEL BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod found in the easterly Right-of-Way (ROW) line of that called 12.318 acre tract of described in Deed (Southeast Loop (Corridor A1) Right of Way) to Williamson County, Texas recorded in Document No. 2021085098 of the Official Public Records of Williamson County, Texas, being the northwesterly corner of said remainder of the 6.2200 acre tract, same being the southwesterly corner of remainder of that called 145.59 acres described in Special Warranty Deed to Treila Krueger Aery and Daniel Dwayne Krueger recorded in Document No. 2013012468 of the Official Public Records of Williamson County, Texas, said Treila Krueger Aery conveys her interest as trustee to the Treila Krueger Aery Trust (remainder of 145.59 acres) in Special Warranty Deed recorded in Document No. 2013061155 of the Official Public Records of Williamson County, Texas, and re-recorded in Special Warranty Deed recorded in Document No. 2013103686 of the Official Public Records of Williamson County, Texas, citing the acreage as being 135.209 acres, for the northwesterly corner and **POINT OF BEGINNING** of the herein described parcel;

- 1) **THENCE**, departing said existing ROW line, with the common boundary line of said remainder of the 135.209 acre tract, and said remainder of the 6.2200 acre tract, **N 77°18'42" E**, for a distance of **20.01** feet to the calculated northeasterly corner of the herein described parcel;

THENCE, departing said remainder of the 135.209 acre tract, through the interior of said remainder of the 6.2200 acre tract, the following two (2) courses:

- 2) **S 14°31'59" E**, for a distance of **143.00** feet to the calculated southeasterly corner of the herein described parcel;
- 3) **S 75°28'01" W**, for a distance of **20.00** feet to a calculated point, in the easterly ROW line of said Southeast Loop (Corridor A1), same being the westerly boundary line of said remainder of the 6.220 acre tract, for the southwesterly corner of the herein described parcel and from which a 1/2" iron rod found in the existing northerly ROW line of U.S. Highway 79 (variable width ROW), being the southwesterly corner of said remainder of the 6.2200 acre tract bears with the westerly boundary line of said remainder of the 6.2200 acre tract and said easterly ROW line **S 14°31'59" E**, at a distance of **171.56** feet;
- 4) **THENCE**, with said ROW line, same being the remainder of the 6.220 acre remainder tract, **N 14°31'59" W**, for a distance of **143.64** feet to the **POINT OF BEGINNING**, containing 0.066 acre, (2,866 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

20 July 2021
Date



PLAT TO ACCOMPANY DESCRIPTION

REMAINDER OF 135.209 ACRES

TREILA KRUEGER AERY &
DANIEL DWAYNE KRUEGER
REMAINDER OF 145.59 ACRES
DOCUMENT No. 2013012468
O.P.R.W.C.T.

TREILA KRUEGER AERY
AS TRUSTEE OF THE
TREILA KRUEGER AERY TRUST
REMAINDER OF 145.59 ACRES
DOC. No. 2013061155
AND RE-RECORDED AS 135.209 ACRE
REMAINDER OF 145.59 ACRES
DOC. No. 2013103686
O.P.R.W.C.T.
(N80°56'27"E 669.50')

GRID COORDINATES:
N=10,176,596.63
E=3,191,115.12

P.O.B.

OSTENSIBLE SURVEY LINE

PATRICK O'DAUGHTRY SURVEY
ABSTRACT No. 184

J. J. STUBBLEFIELD SURVEY
ABSTRACT No. 562

**SOUTHEAST LOOP
(CORRIDOR A1)
CONNECTING ROAD
(VARIABLE WIDTH R.O.W.)**

WILLIAMSON COUNTY, TEXAS
EXHIBIT A 12.318 ACRES
DOC. No. 2021085098
O.P.R.W.C.T.

92
W.E.
0.066 AC.
2,866 SQ. FT.

DANIEL DWAYNE KRUEGER
REMAINDER OF 6.2200 ACRES
DOC. No. 2000010169
O.P.R.W.C.T.

NO.	DIRECTION	DISTANCE
L1	N77°18'42"E	20.01'
L2	S75°28'01"W	20.00'

EXISTING ROW LINE
(N77°19'11"E 186.89')

STATE OF TEXAS
0.567 ACRES EXH A
DOC. No. 2011024628
O.P.R.W.C.T.

STATE OF TEXAS
0.412 ACRES EXH A
DOC. No. 2011052405
O.P.R.W.C.T.

U.S. HIGHWAY 79
(VARIABLE WIDTH R.O.W.)

STATE OF TEXAS
1.428 ACRES EXH A
DOC. No. 2010045315
O.P.R.W.C.T.

07/19/2021



PARCEL PLAT SHOWING PROPERTY OF
DANIEL DWAYNE KRUEGER

PARCEL 92
W.E.

SCALE
1" = 50'

WILLIAMSON COUNTY

PROJECT
FM 3349

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EXHIBIT A
PLAT TO ACCOMPANY DESCRIPTION

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 I CONCRETE MONUMENT FOUND	P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS
△	CALCULATED POINT	D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
ℙ	PROPERTY LINE	O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
— / —	LINE BREAK	O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
— / —	DENOTES COMMON OWNERSHIP	— —	ACCESS DENIAL LINE

I) 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.

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 20 July 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



07/19/2021



PARCEL PLAT SHOWING PROPERTY OF
DANIEL DWAYNE KRUEGER

PARCEL 92
W.E.

SCALE
1" = 50'

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