

**INTERLOCAL AGREEMENT REGARDING  
RELOCATION OF WATER SYSTEM IMPROVEMENTS  
CR 366**

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

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

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

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

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

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

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

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

**I.  
GENERAL PROVISIONS**

**1.01 General.** The purpose of this Agreement is to provide for the County’s relocation and construction of the Relocation Project caused by the County’s construction of the County Project.

**1.02 County Relocation of Waterlines.** The County must, at its own expense, pay all costs related to the Relocation Project in accordance with the Plans. As stated below, the County must reimburse the District for all costs related to the design of the Plans according to the percentages as set out herein.

**1.03 County to Obtain Easements.** The County must acquire at its own expense all necessary easements required by the District for the Relocation Project as shown in the Plans and as identified in Section 2.03 below. This agreement specifically allows the County's right-of-way attorneys to acquire easements by eminent domain, if necessary, on behalf of the District. The form of the easement must be approved by the District prior to acquisition. The District is not responsible for costs associated with easement acquisition for the County Project or Relocation Project.

**1.04 County to Obtain Permits.** The County must secure all permits required for construction of the County Project and the Relocation Project, and for the costs associated with the permits. The District is not responsible for costs associated with permitting of the County Project or Relocation Project.

**1.05 District Obligations.** The District is responsible for the design of the Plans, including specifications. The District will submit invoices for design costs to the County, and the County must reimburse 64.58% of the District's costs pursuant to the Prompt Payment Act, Chapter 2251 of the Texas Government Code.

**1.06 Continuation of Service.** The County agrees that both the County Project and the Relocation Project must be undertaken so as to minimize any disruption of water service to existing customers of the District and will not result in the prolonged loss of water service to any such customers.

## **II. CONSTRUCTION OF PROJECT**

**2.01 General.** The Parties mutually acknowledge and agree that the County will, at its own expense, construct all physical improvements that constitute the County Project and the Relocation Project. The County and the District agree that the County is responsible for 64.58% of the construction costs of the Relocation Project and the District is responsible for 35.42% of the construction costs of the Relocation Project. Collectively, these shares are referred to as the Construction Costs. All design costs are included within the Construction Costs.

**2.02 Calculation of Betterment Costs.** The District's engineer has determined betterment ratio percentages by calculating the Engineer's Opinion of Probable Cost ("EOPC") for the construction of water lines that are larger than the original lines they are replacing ("betterment construction") and the EOPC for the construction of water lines that are the same size as the original lines ("like-kind" replacement construction), then by determining the percentage of the "like-kind" cost versus the betterment cost. The County's engineer has approved the project betterment percentage ratio of 26.86%.

**2.03 Assignment of Easements.** The County has, at its own expense, acquired easements for the following parcels as described in Exhibit "C", attached hereto: "Zett Waterline Easement," "D&L Land Development, LLC Waterline Easement," "Walther Family LP Waterline Easement," "Vittekk Waterline Easement," "Binstor LLC Waterline Easement," "S. Dowdy, Inc. Waterline Easement," "Kroschewsky Waterline Easement," and "Hall Waterline Easement." The easements' locations and widths have been agreed on by the District and the County, and any

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

**2.04 Payment and Maintenance.** The District's share of the Construction Costs will be due and payable to the County 30 days after the District provides written acceptance of the completed Relocation Project. After acceptance, the District will own and maintain the facilities included within the Relocation Project.

**2.05 Construction Plans.** The District must submit the Plans related to the Relocation Project, and any changes or modifications thereto, to the County for review and approval prior to the County commencing construction. The Relocation Project will be jointly bid and constructed as part of the County Project.

**2.06 Inspection.** The District may inspect the relocation of the waterlines during construction. If the District's inspectors determine that the construction by the County is not in accordance with the approved Plans and upon receipt of such notification from the District, the County must cease construction until the deficiency can be identified and a corrective plan of construction implemented with the written agreement of the District.

**2.07 Insurance, Bonds and Warranties.** The County must require the contractor for the County Project to name the District as an additional insured on any policies related to the County Project or Relocation Project. The County must require the contractor to provide performance bonds, payment bonds and maintenance bonds in favor of the District for the County Project and Relocation Project in amounts satisfactory to the District. The County must transfer any warranties for the Relocation Project to the District upon final completion and the District's written acceptance of the Relocation Project.

**2.08 Betterment Costs.** Any betterments requested by the District will be included in the Plans, and the District will solely be responsible for all costs associated with the betterments.

**2.09 Other Costs.** The County must reimburse the District for 64.58% all costs incurred by the District for inspections, permitting, engineering and legal services related to the Relocation Project in accordance with the Texas Prompt Payment Act.

**2.10 As-Built Drawings.** Upon completion of construction of the Relocation Project, County will provide District with the as-built drawings of the Relocation Project.

### **III. DISPUTES**

#### **3.01 Material Breach; Notice and Opportunity to Cure.**

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

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

(b) Any non-defaulting Party must mitigate direct or consequential damage arising from any breach or default to the extent reasonably possible under the circumstances.

(c) The Parties agree that they will negotiate in good faith to resolve any disputes and may engage in non-binding mediation, arbitration or other alternative dispute resolution methods as recommended by the laws of the State of Texas.

**3.02 Equitable Relief.** In recognition that failure in the performance of the Parties' respective obligations could not be adequately compensated in money damages alone, the Parties agree that after providing notice and an opportunity to cure in accordance with Section 3.01 above, the non-defaulting Party may request any court, agency or other governmental authority of appropriate jurisdiction to grant any and all remedies which are appropriate to assure conformance to the provisions of this Agreement. The defaulting Party will be liable to the other for all costs actually incurred in pursuing such remedies and for any penalties or fines as a result of the failure to comply with the terms including, without limitation, the right to obtain a writ of mandamus or an injunction requiring the governing body of the defaulting Party to levy and collect rates and charges or other revenues sufficient to pay the amounts owed under this Agreement.

**3.03 Agreement's Remedies Not Exclusive.** The provisions of this Agreement providing remedies in the event of a Party's breach are not intended to be exclusive remedies. The Parties retain, except to the extent released or waived by the express terms of this Agreement, all rights at law and in equity to enforce the terms of this Agreement.

#### **IV. GENERAL PROVISIONS**

**4.01 Authority.** This Agreement is made in part under the authority conferred in Chapter 791, *Texas Government Code*.

**4.02 Severability.** The provisions of this Agreement are severable and, if any provision of this Agreement is held to be invalid for any reason by a court or agency of competent jurisdiction, the remainder of this Agreement will not be affected and this Agreement will be construed as if the invalid portion had never been contained herein.

**4.03 Payments from Current Revenues.** Any payments required to be made by a Party under this Agreement must be paid from current revenues available to the Party for such purpose.

**4.04 Cooperation.** The Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement.

**4.05 Effective Date.** This Agreement is effective from the date of execution by the authorized representative of each Party.



**4.06 Entire Agreement.** This Agreement contains the entire agreement of the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter and only relates to those portions of the County Project or Relocation Project shown in the Plans.

**4.07 Amendments.** Any amendment of this Agreement must be in writing and will be effective if signed by the authorized representatives of the Parties.

**4.08 Applicable Law; Venue.** This Agreement will be construed in accordance with Texas law. Venue for any action arising hereunder will be in Williamson County, Texas.

**4.09 Notices.** Any notices given under this Agreement will be effective if (i) forwarded to a Party by hand-delivery; (ii) transmitted to a Party by confirmed fax machine; or (iii) deposited with the U.S. Postal Service, postage prepaid, certified, to the address of the Party indicated below:

**DISTRICT:**

Jonah Water Special Utility District  
4050 FM 1660  
Hutto, Texas 78634  
Attn: General Manager  
Telephone: (512) 759-2983

With a copy to:

John Carlton  
The Carlton Law Firm, P.L.L.C.  
4301 Westbank Drive, Suite B-130  
Austin, Texas 78746  
Facsimile: (512) 900-2855  
[john@carltonlawaustin.com](mailto:john@carltonlawaustin.com)

**COUNTY:**

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

**4.10 Counterparts; Effect of Partial Execution.** This Agreement may be executed simultaneously in multiple counterparts, each of which will be deemed an original, but all of which will constitute the same instrument.

**4.11 Authority.** Each Party represents and warrants that it has the full right, power and authority to execute this Agreement.

ATTEST:

  
\_\_\_\_\_

JONAH WATER SPECIAL UTILITY  
DISTRICT:

By:   
\_\_\_\_\_

Printed Name: Bill Brown


Title: General Manager

Date: 11-15-22

ATTEST:

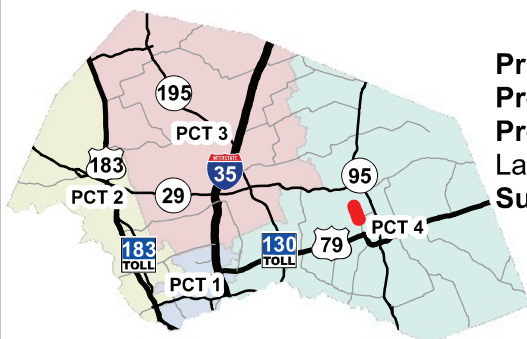
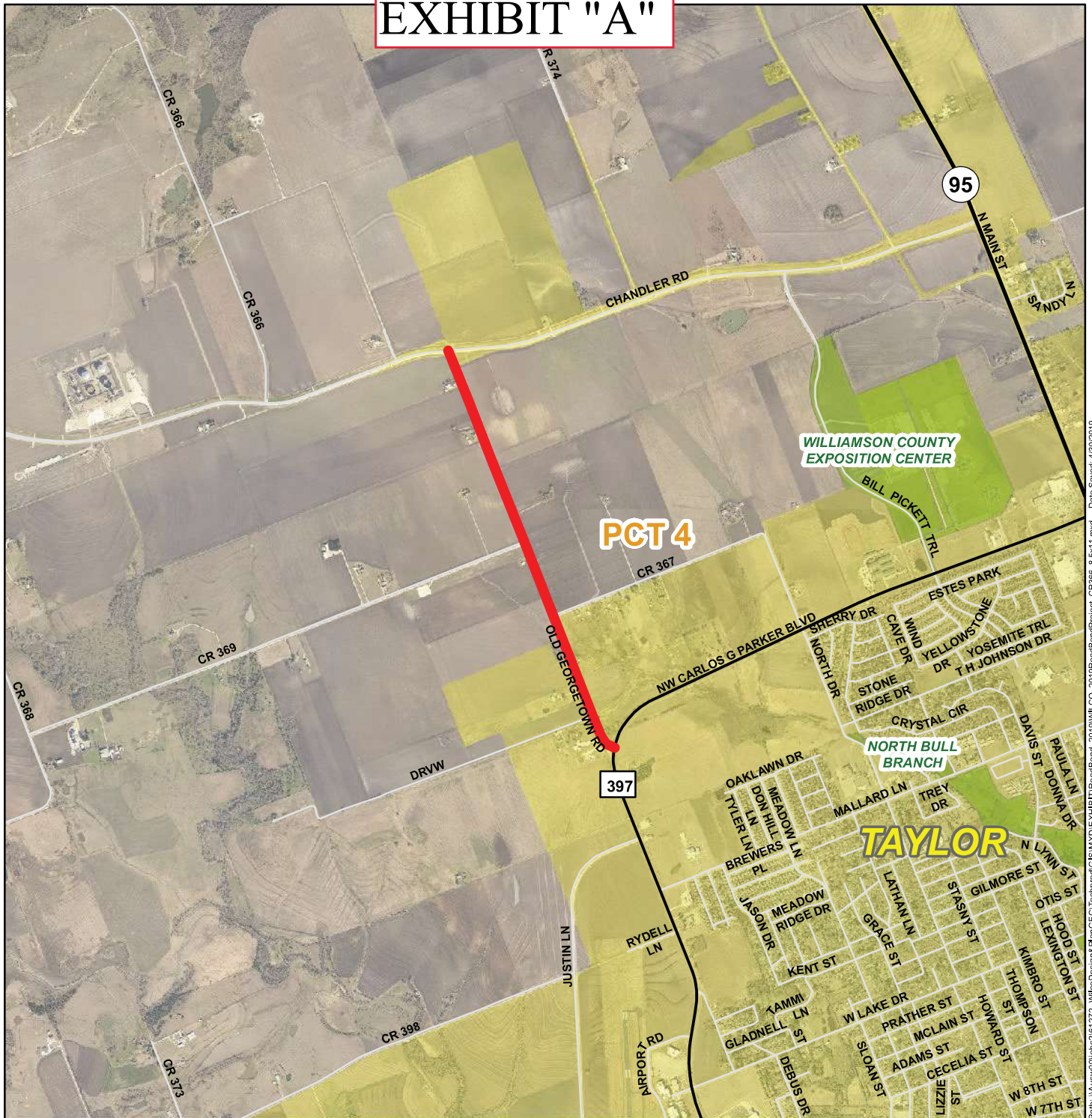
  
Nancy Rister, County Clerk

WILLIAMSON COUNTY:

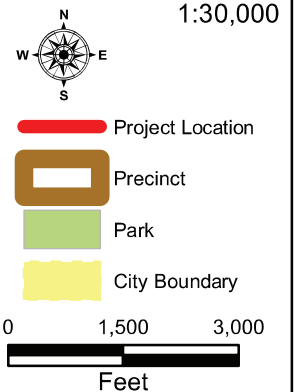
By:   
Bill Gravell (Nov 28, 2022 19:41 CST)  
Bill Gravell, Jr., County Judge

Date: Nov 28, 2022

# EXHIBIT "A"



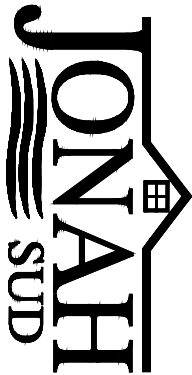
**Project Name:** CR 366  
**Project Limits:** Carlos G Parker to Chandler Road  
**Project Improvements:** Reconstruct Existing 2 Lane Roadway to 5 Lanes  
**Submitted By:** Williamson County



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



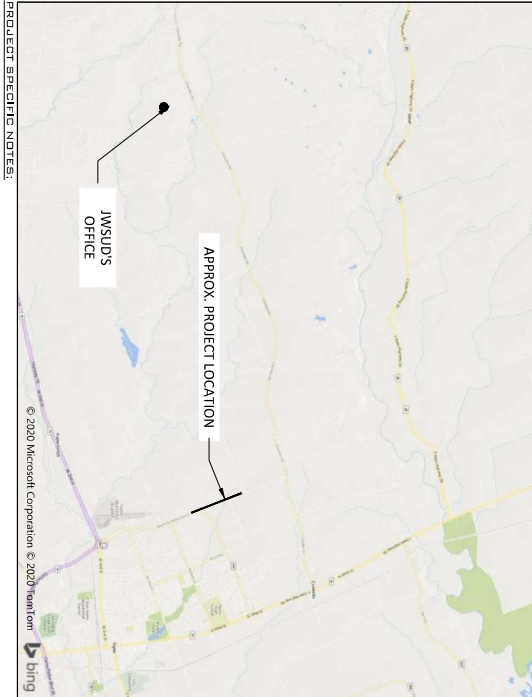
2020 - CR 366 UTILITY IMPROVEMENTS



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

GENERAL CONSTRUCTION NOTES

1. REBER STANDARD INDICATE DETAILED TOPOGRAPHY. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO IDENTIFY AND LOCATE ALL EXISTING UTILITY LINES TO DETERMINE LOCATIONS OF VARIOUS TOPOGRAPHIC FEATURES THAT COULD EFFECT CONSTRUCTION METHODS.
2. THE CONTRACTOR SHALL NOTIFY:
  - 2.1. TARRANT COUNTY ENGINEER
  - 2.2. RAILWAY SUPERINTENDENT
  - 2.3. COUNTY COMMISSIONER
  - 2.4. TARRANT COUNTY PUBLIC WORKS DEPARTMENT
3. APPLICABLE UTILITY COMPANIES SHALL BE NOTIFIED OF ANY PLANNED UTILITY WORK. ALL UTILITY WORK SHALL BE SUBJECT TO INSPECTION AND COMPLIANCE WITH THE ABOVE AUTHORITIES.
4. GENERAL ENGINEERING CONSULTANT
5. THE WATER DISTRIBUTION SYSTEM MUST BE CONSTRUCTED IN ACCORDANCE WITH THE REGULATIONS FOR PUBLIC WATER SYSTEMS 30 TEXAS ADMINISTRATIVE CODE (TAC) CHAPTER 290 SUBCHAPTER D.
6. ALL NEWLY INSTALLED PIPES AND RELATED PRODUCTS MUST CONFORM TO AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI) STANDARD FOR CAST IRON PIPE AND FITTINGS (A21.31) AND SHALL BE APPROVED BY THE TARRANT COUNTY ENGINEER.
7. NO PIPE WHICH HAS BEEN USED FOR ANY PURPOSE OTHER THAN THE CONVEYANCE OF POTABLE WATER SHALL BE ACCEPTED OR RELOCATED FOR USE IN ANY PUBLIC DRINKING WATER SUPPLY.
8. WATER TRANSMISSION AND DISTRIBUTION LINES MUST BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.
9. WITH WATER OR SEWAGE DURING ITS STORAGE OR INSTALLATION.
10. COORDINATE ANY PLANNED INTERRUPTIONS TO SERVICE WITH THE APPLICABLE UTILITY PURVEYOR A MINIMUM 48 HOURS IN ADVANCE.
11. ANY AND ALL OBJECTS THAT BECOME DAMAGED AND/OR DESTROYED BY THE CONSTRUCTION PROCESS SHALL BE REPLACED OR REPAIRED TO ORIGINAL CONDITION OR EQUAL TO OR BETTER THAN THAT WHICH EXISTED JUST PRIOR TO THE INCIDENT OR INCIDENTS.
12. PROPERTY OWNERS SHALL HAVE ACCESS TO THEIR RESPECTED PROPERTY DURING THE CONSTRUCTION PROCESS. THE CONTRACTOR SHALL NOTIFY THE APPLICABLE PROPERTY OWNER OF ANY PLANNED INTERRUPTIONS TO SERVICE AND SHALL BE RESPONSIBLE FOR THE CONSTRUCTION OF ANY PLANNED INTERRUPTIONS TO SERVICE DURING THE PERIODS OF THE CONTRACTOR'S ABSENCE.
13. TRAFFIC CONTROL PLANS SHALL BE IN ACCORDANCE WITH TCEM-11-1-1-2 THROUGH TCEM-11-6-1-2. SEE: <https://www.dot.state.tx.us/initiatives/transportation/standards/standards.htm> FOR SHEETS.



PROJECT SPECIFIC NOTES:

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

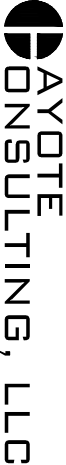
SHEET INDEX:	
428	GENERAL NOTES
429	TAKE OFF
430	KEY MAP
431	WATERLINE, STA. 0+100 TO 6+100
432	WATERLINE, STA. 6+150 TO 13+00
433	SERVICE CROSSING, CR 366 STA. 49+127
434	WATERLINE, STA. 20+00 TO 26+50
435	WATERLINE, STA. 26+50 TO 33+50
436	WATERLINE, STA. 33+00 TO 36+50
437	DETAILS
438	DETAILS
439	DETAILS

APPROVED



CIVIL ENGINEER

7/5/22  
DATE APPROVED



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

OWNER

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



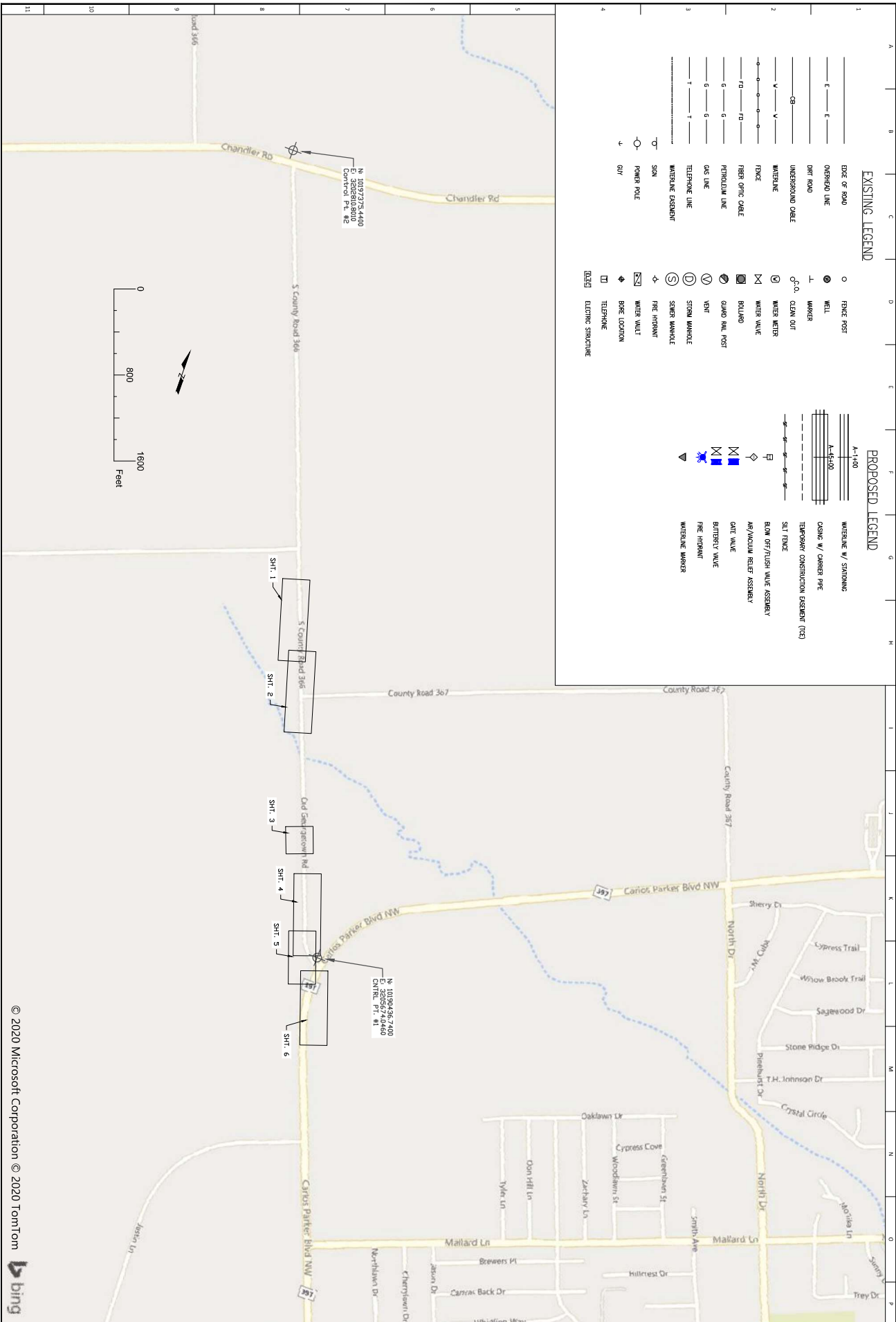


- ### EXISTING LEGEND

  - EDGE OF ROAD
  - OVERHEAD LINE
  - DIRT ROAD
  - UNDERGROUND CABLE
  - WATERLINE
  - FEENCE
  - FIBER OPTIC CABLE
  - PETROLEUM LINE
  - GAS LINE
  - TELEPHONE LINE
  - WATERLINE CEMENT
  - SON
  - POWER POLE
  - GUY

### PROPOSED LEGEND

  - WATERLINE W/ STATIONING
  - CABLE W/ CARRIER PIPE
  - TEMPORARY CONSTRUCTION DRAINAGE (TCD)
  - BLIND OFF/FLASH WALK ASSEMBLY
  - AP/VALVE RELIEF ASSEMBLY
  - GATE VALVE
  - BATTERY VALVE
  - FIRE HYDRANT
  - WATERLINE MARKER

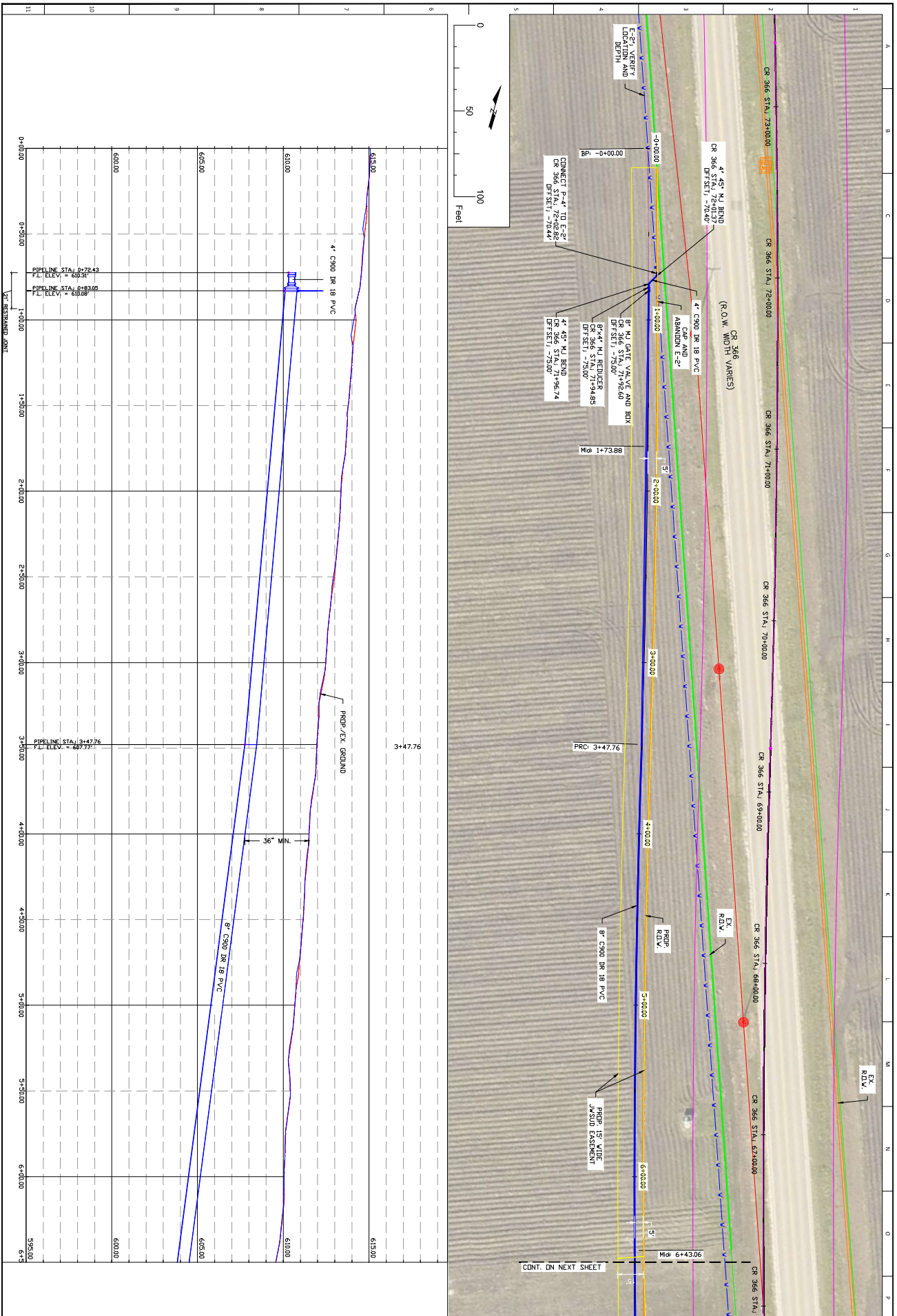


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<p><b>DAYOTE CONSULTING, LLC</b> T.B.P.E. F-16387 P.O. BOX 24189 WACO, TX 76702 PH. 254-744-3439</p>	<p>APPROVED: _____ DATE: 7/5/22</p>	<p>DESIGN: JMMX DRAWN: JMMX CHECK: JMMX SCALE: _____</p>	<p><b>JONAH WATER S.U.D.</b> WILLIAMSON COUNTY, TEXAS 2020 - CR 366 UTILITY IMPROVEMENTS</p>	REVISION DESCRIPTION		DATE	BY	CHKD

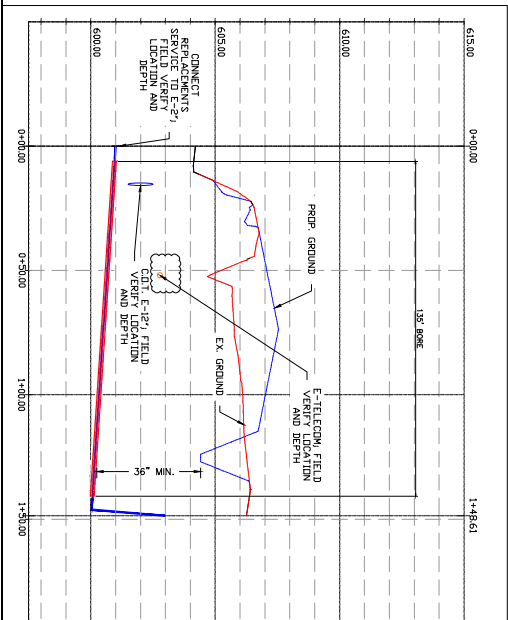
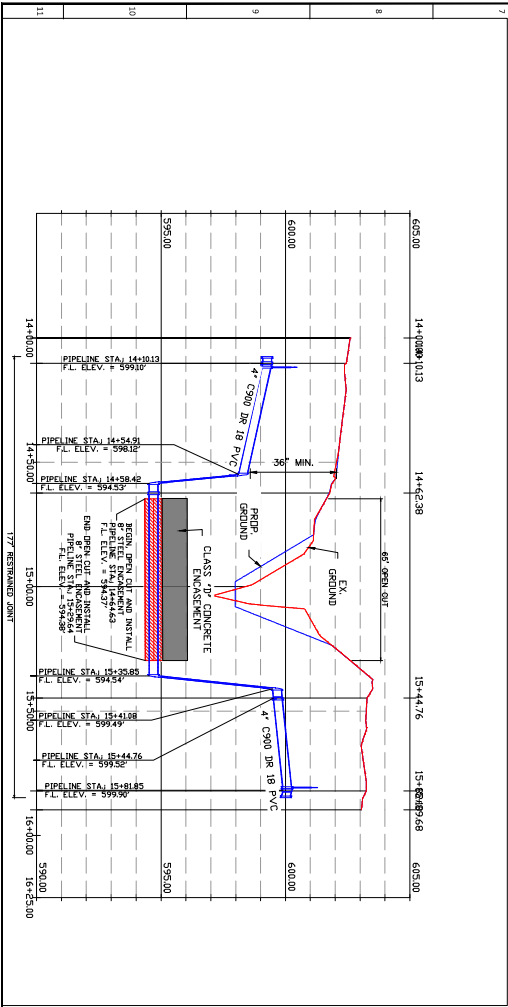
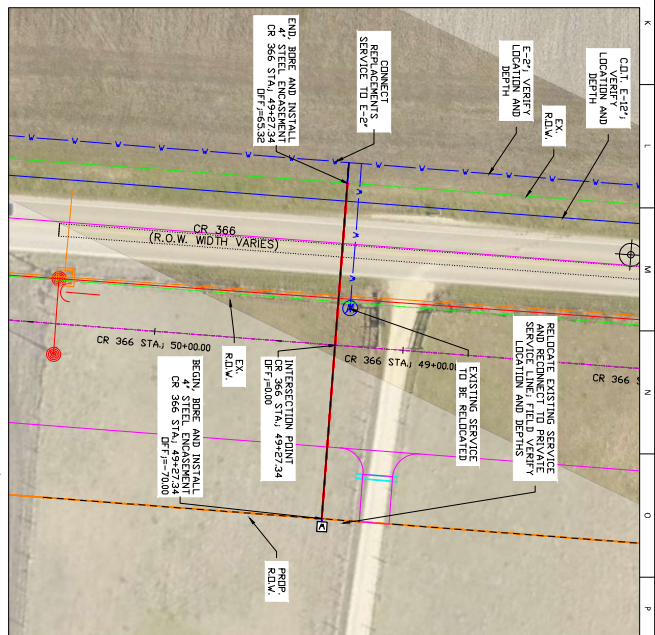
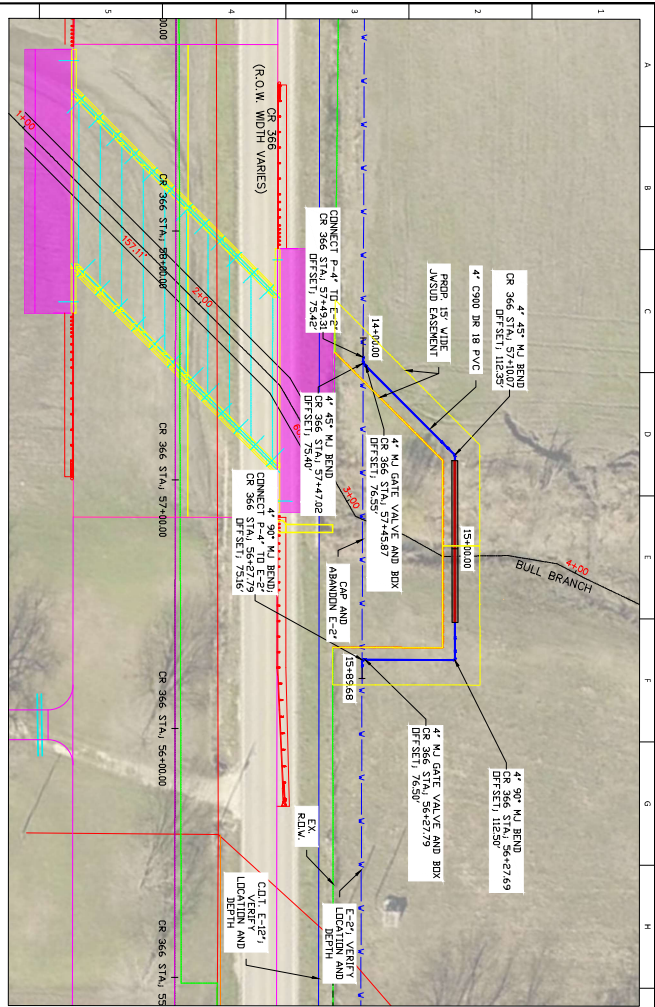
KEY MAP











REVISION	DESCRIPTION	DATE	BY	CHK
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10				

**JONAH WATER S.U.D.**  
 WILLIAMSON COUNTY, TEXAS  
 2020 - CR 366 UTILITY IMPROVEMENTS  
 SERVICE CROSSING; CR 366 STA. 49+27

DESIGN: JMWX  
 DRAWN: JMWX  
 CDD: JMWX

APPROVED: \_\_\_\_\_  
 DATE: 7/5/22

SEAL: \_\_\_\_\_

P.O. BOX 24189  
 WACO, TX 76702

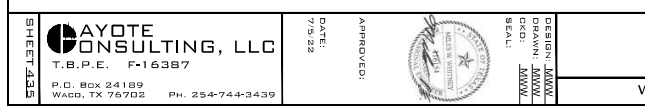
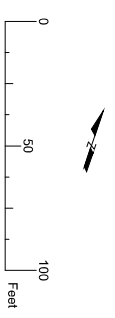
PH: 254-744-3439

**LAYOTE CONSULTING, LLC**  
 T.B.P.E. F-16387

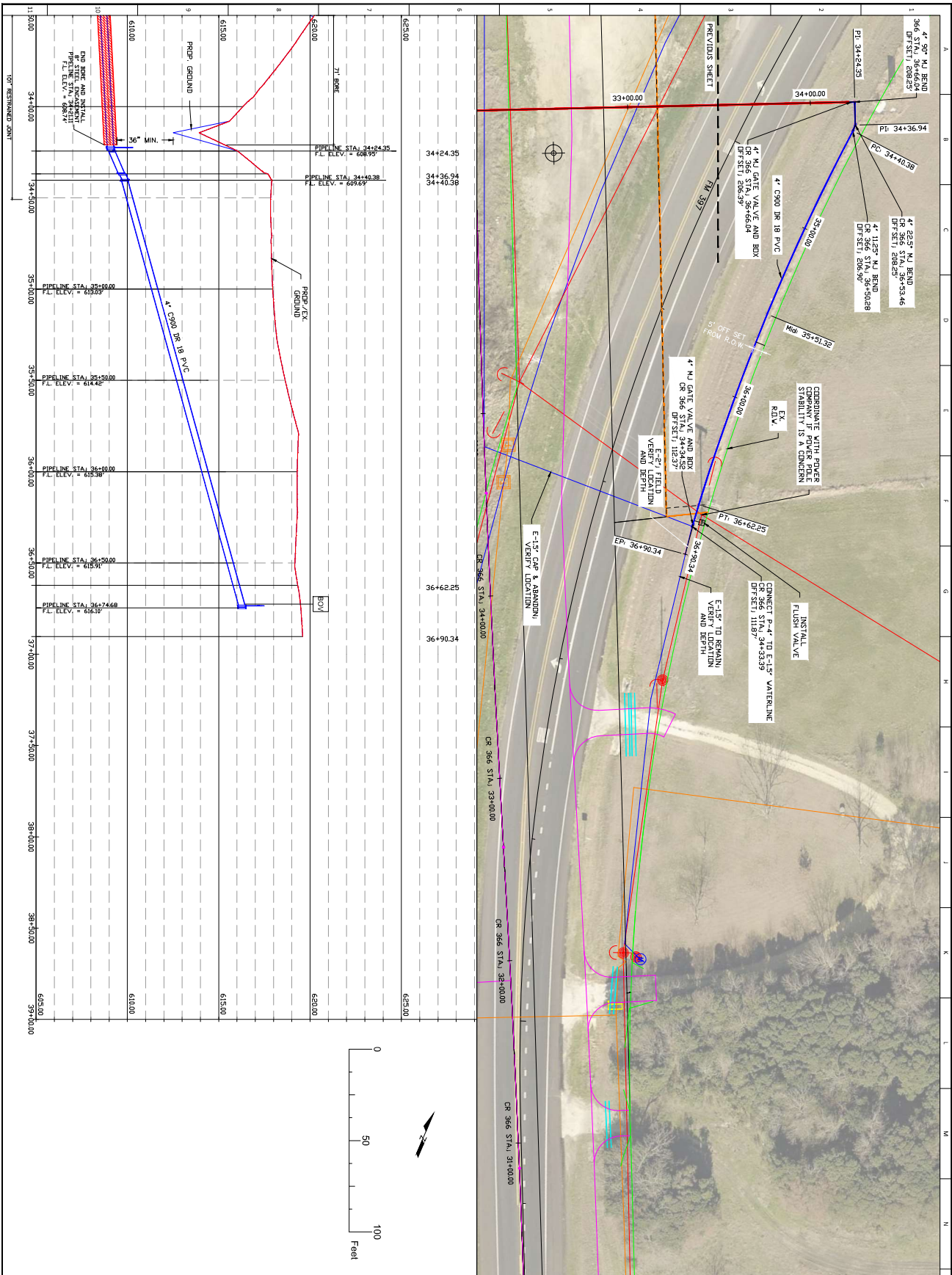
SHEET 433





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**APPROVED:**

DATE: 7/5/22

P.O. BOX 24189  
WACO, TX 76702 PH. 254-744-3439

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

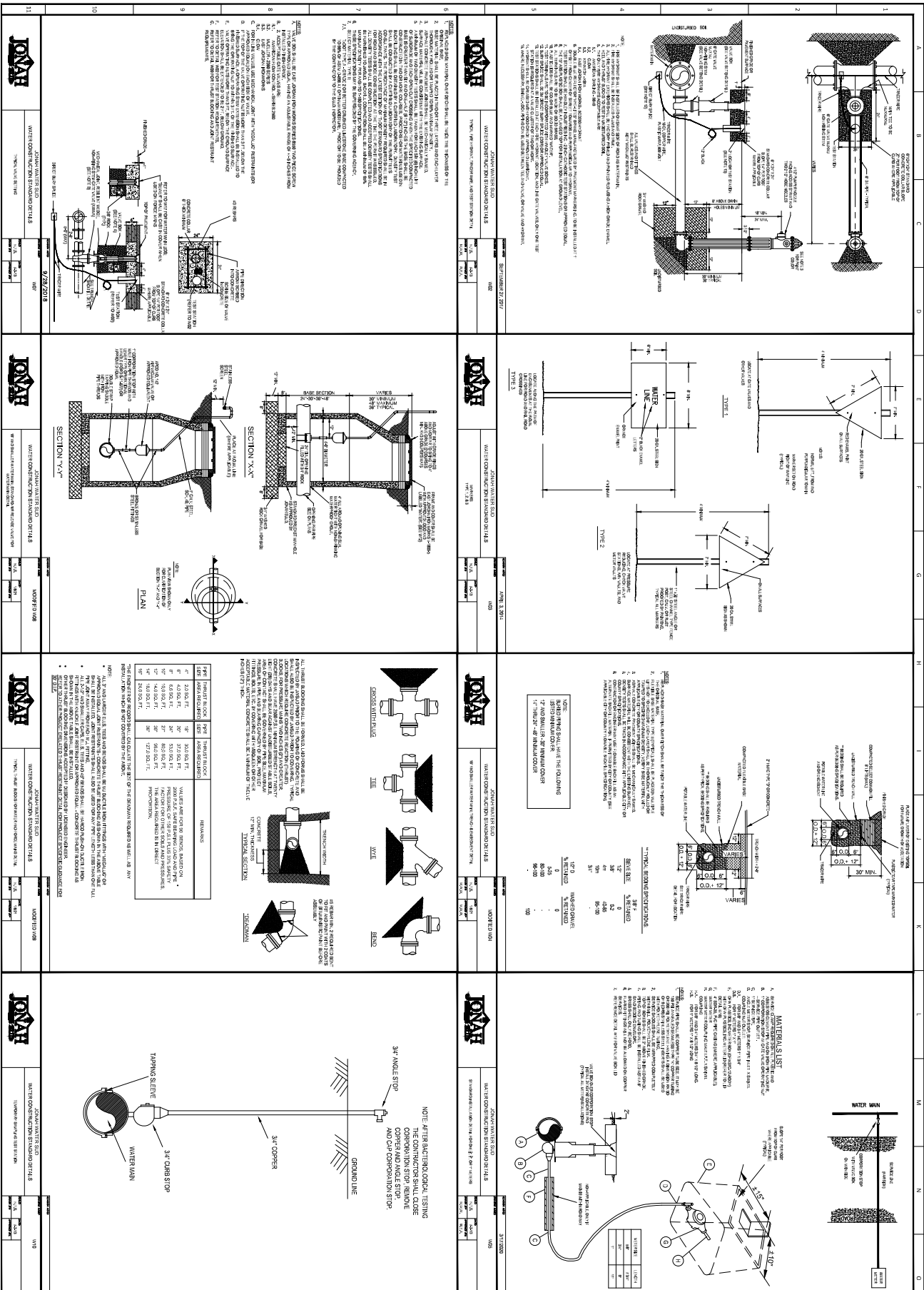
WATERLINE; STA. 33+50 TO 36+90

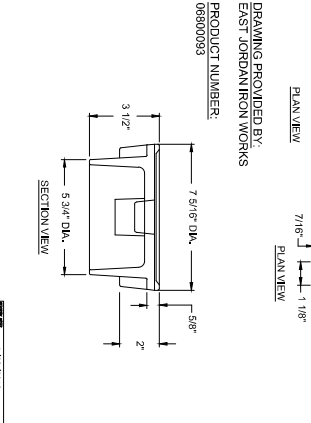
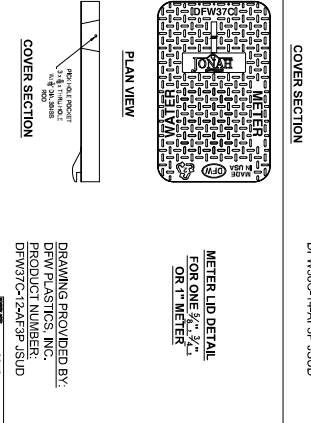
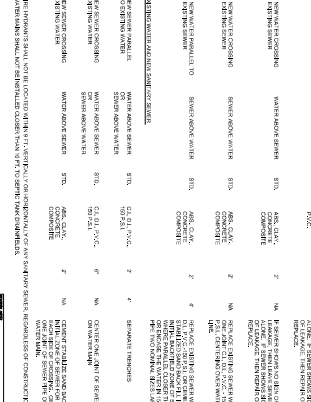
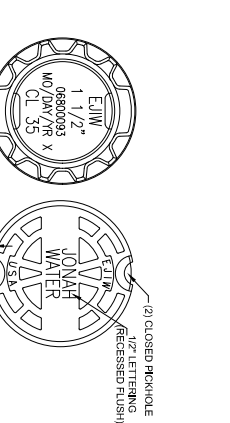
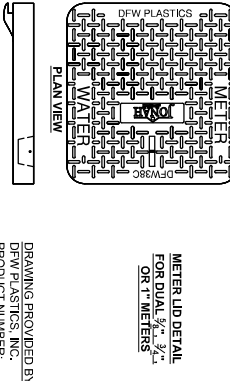
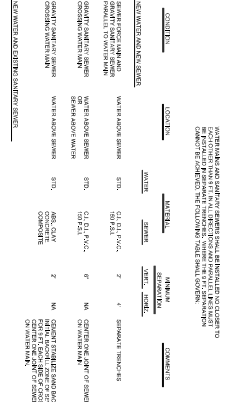
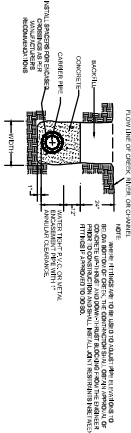
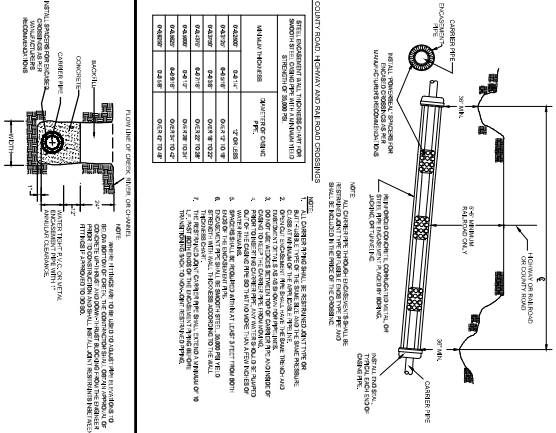
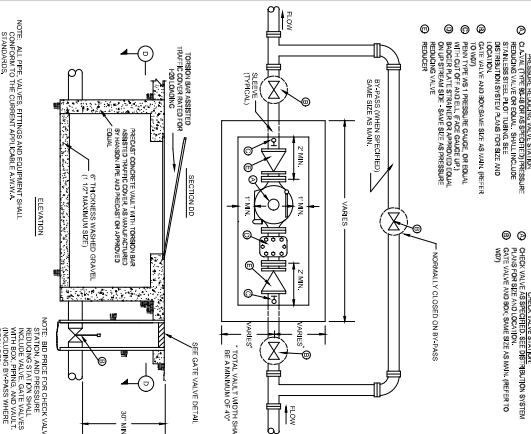
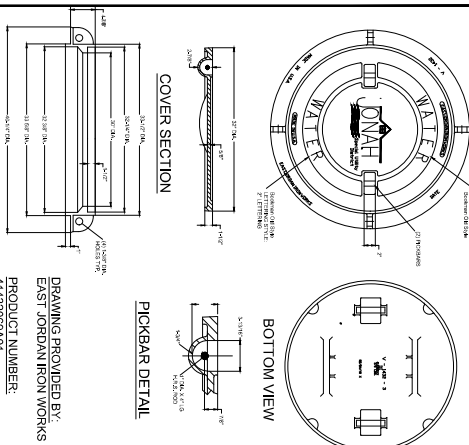
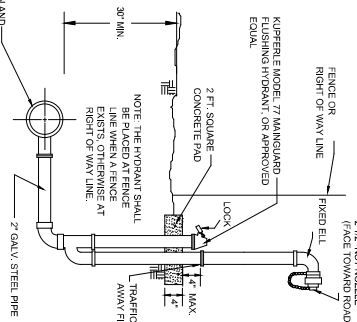
REVISION	DESCRIPTION	DATE	BY	CHK

**DAYOTE CONSULTING, LLC**  
T.B.P.E. F-16387

DESIGN: JMMW  
DRAWN: JMMW  
CHECKED: JMMW  
SEAL: JMMW

SHEET 428

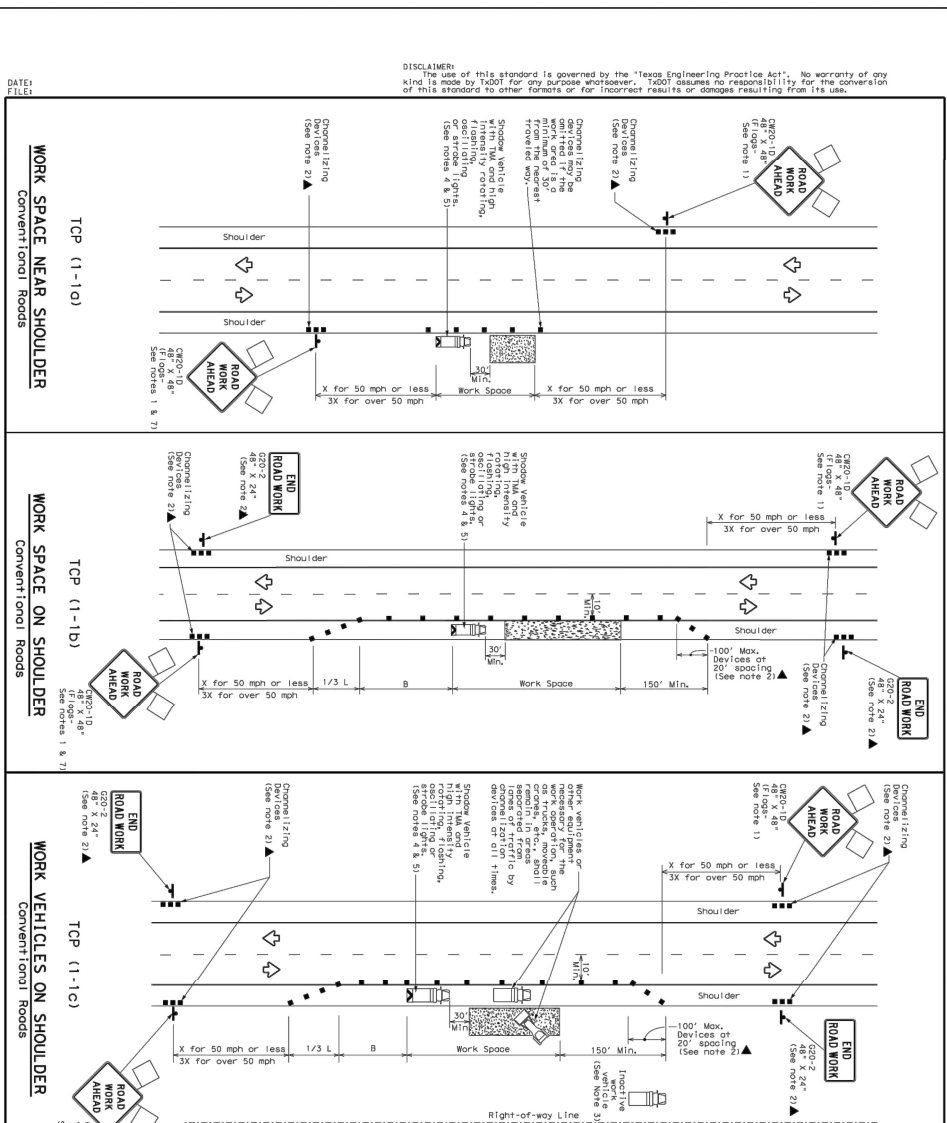




## GENERAL CONSTRUCTION NOTES

- [illegible]

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



LEGEND	
	Type 3 Barricade
	Heavy Mark Vehicle
	Trailer Mounted Flashing Arrow Board
	Sign
	Flag
	Chemicalizing Devices
	Traffic Meter (TMA)
	Portable Changeable Message Sign (PCMS)
	Traffic Flow
	Flag

Reference	Formula	Suggested dosage (mg/kg body wt)	Wistar Kyoto strain conjugated antibody dilution				
		100	1000				
1	150	165	180	30	60	120	90
2	180	220	225	35	70	160	
3	240	285	340	40	80	240	155
4	265	295	340	45	90	320	195
5	500	550	600	50	100	400	240
6	550	600	660	55	110	500	295
7	600	660	720	60	120	600	350
8	660	720	780	65	130	700	410
9	720	780	840	70	140	800	475
10	840	900	960	80	160	1000	540
11	900	960	1020	85	170	1100	605
12	1020	1080	1140	90	180	1200	670
13	1140	1200	1260	95	190	1300	735
14	1260	1320	1380	100	200	1400	800
15	1380	1440	1500	105	210	1500	865
16	1500	1560	1620	110	220	1600	930
17	1620	1680	1740	115	230	1700	995
18	1740	1800	1860	120	240	1800	1060
19	1860	1920	1980	125	250	1900	1125
20	1980	2040	2100	130	260	2000	1190
21	2100	2160	2220	135	270	2100	1255
22	2220	2280	2340	140	280	2200	1320
23	2340	2400	2460	145	290	2300	1385
24	2460	2520	2580	150	300	2400	1450
25	2580	2640	2700	155	310	2500	1515
26	2700	2760	2820	160	320	2600	1580
27	2820	2880	2940	165	330	2700	1645
28	2940	3000	3060	170	340	2800	1710
29	3060	3120	3180	175	350	2900	1775
30	3180	3240	3300	180	360	3000	1840
31	3300	3360	3420	185	370	3100	1905
32	3420	3480	3540	190	380	3200	1970
33	3540	3600	3660	195	390	3300	2035
34	3660	3720	3780	200	400	3400	2100
35	3780	3840	3900	205	410	3500	2165
36	3900	3960	4020	210	420	3600	2230
37	4020	4080	4140	215	430	3700	2295
38	4140	4200	4260	220	440	3800	2360
39	4260	4320	4380	225	450	3900	2425
40	4380	4440	4500	230	460	4000	2490
41	4500	4560	4620	235	470	4100	2555
42	4620	4680	4740	240	480	4200	2620
43	4740	4800	4860	245	490	4300	2685
44	4860	4920	4980	250	500	4400	2750
45	4980	5040	5100	255	510	4500	2815
46	5100	5160	5220	260	520	4600	2880
47	5220	5280	5340	265	530	4700	2945
48	5340	5400	5460	270	540	4800	3010
49	5460	5520	5580	275	550	4900	3075
50	5580	5640	5700	280	560	5000	3140
51	5700	5760	5820	285	570	5100	3205
52	5820	5880	5940	290	580	5200	3270
53	5940	6000	6060	295	590	5300	3335
54	6060	6120	6180	300	600	5400	3400
55	6180	6240	6300	305	610	5500	3465

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

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

## GENERAL NOTES

- [illegible]

# TRAFFIC CONTROL PLAN CONVENTIONAL ROAD SHOULDER WORK

FILE	DATE	TIME	DATE	TIME
TC007	12-01-18	05:11		
TC007	December 1985	05:07	05:08	MISSING
TC007	REVIEWING	05:07		
TC007	2-04	4-00		
TC007	2-12	4-00		
TC007	2-18	4-00		



## **Exhibit “C”**

30T-1492861 SB  
Recorded By:  
Texas National Title

**WATERLINE EASEMENT**

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

**GRANT OF EASEMENT:**

**RONNIE C. ZETT AND ZONDA K. ZETT** ("Grantor", whether one or more), for the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, does hereby grant, sell and convey unto **JONAH WATER SPECIAL UTILITY DISTRICT**, whose address is 4050 FM 1660, Hutto, Texas 78634, ("Grantee"), an easement and right-of-way ("Easement") upon and across one parcel totaling approximately 0.0345 acre (1,501 SF), being the property of Grantor which is more particularly described by metes and bounds and sketch in Exhibit "A" attached hereto, located in Williamson County, Texas; and incorporated herein by reference. (Collectively the "Easement Tract").

TO HAVE AND TO HOLD the same perpetually to Grantee and its successors and assigns, together with the rights and privileges and on the terms and conditions set forth below.

Grantor does hereby covenant and agree to **WARRANT AND FOREVER DEFEND** title to the Easement herein granted, unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

**CHARACTER OF EASEMENT:**

The Easement is an easement in gross.

**PURPOSE OF EASEMENT:**

The Easement shall be used for water line purposes, including placement, construction, installation, replacement, repair, inspection, maintenance, relocation, removal, and operation of water distribution and transmission lines and related facilities and appurtenances, or making connections thereto.

The Easement shall also be used for the purpose of providing access for the operation, repair, maintenance, inspection, replacement and expansion of the water distribution and transmission lines and related facilities and appurtenances.

Additionally, Grantor hereby grants and conveys to Grantee a non-exclusive right of ingress and egress over Grantor's adjacent lands for the purpose of which this Easement is granted. However, such right shall only be exercised and allowed if access to the Easement Tract is not otherwise reasonably available from an adjacent public right of way.

**DURATION OF EASEMENT:**

The Easement shall be perpetual.

**EXCLUSIVENESS OF EASEMENT:**

The Easement shall be exclusive, and Grantor covenants that Grantor will not convey any other easement or conflicting rights within the Easement Tract. Grantor may alter or otherwise use the surface of the Easement Tract for such purposes that do not interfere with the exercise by Grantee of the rights herein granted provided that the plans for all improvements to be placed in the Easement Tract by Grantor must be approved by Grantee before the improvements are constructed, with such approval not to be unreasonably withheld. Grantee has the right to trim and cut down trees and shrubbery and to remove other improvements and structures to the extent reasonably necessary to prevent interference with the operation or repairs to Grantee's facilities in the Easement Tract, and Grantee will be held harmless by Grantor from any and all claims of Grantor if Grantee exercises such right.

**DAMAGES:**

The consideration given for this Easement constitutes payment in full for all damage sustained by Grantor by reason of the installation of the improvements referred to herein.

**ENCUMBRANCES AND LIENS:**

Grantor warrants that no person or business entity owns a present possessory interest in the fee title in the Easement Tract other than Grantor, and that there are no parties in possession of any portion of the Easement Tract as lessees. Furthermore, Grantor warrants that the Easement Tract is free and clear of all encumbrances and liens except the following: N/A

**WATER SERVICE:**

Grantee and Grantor hereby acknowledge and agree that, effective immediately upon execution of this Easement, Grantee will be deemed to be providing and will be obligated to provide Grantor water service to Grantor's property across which the Easement is located. Grantor acknowledges and agrees that Grantor's ability to receive water from Grantee is subject to payment of all fees and charges due to Grantee under its tariff for such service.

**ENTIRE AGREEMENT:**

This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representation or modification concerning this instrument shall be of no force and effect except for any subsequent modification in writing, signed by the party to be charged.

**BINDING EFFECT:**

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

**ASSIGNABILITY:**

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

In witness whereof, this instrument is executed this 8<sup>th</sup> day of July, 2021.

*[signature page follows]*

**GRANTORS:**

Ronnie C. Zett  
 Ronnie C. Zett

Zonda K. Zett  
 Zonda K. Zett

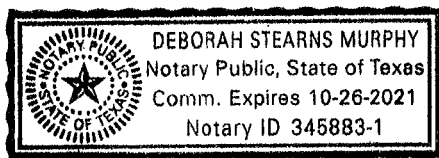
**Acknowledgment**

STATE OF TEXAS

COUNTY OF

Williamson

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



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

Order Number: T-149286

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

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

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

## Exhibit "A-1"

County: Williamson

Highway: County Road 366

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

Page 1 of 5

May 21, 2021

**PROPERTY DESCRIPTION FOR EASEMENT 22E**

**DESCRIPTION OF** a 1,501 square foot (0.0345 of one acre) water line easement out of the W.J. Baker Survey, Abstract No. 65, in Williamson County, Texas, and being a portion of that tract described as 10 acres conveyed to Ronnie C. Zett by Warranty Deed dated September 10, 1991, as recorded in Volume 2055, Page 308, Official Records, Williamson County, Texas (O.R.W.C.T.); said 1,501 square foot (0.0345 of one acre) water line easement being more particularly described by metes and bounds as follows:

**COMMENCING** at a 1/2-inch iron rod found in the north line of said 10 acre tract, being the southeast corner of that tract described as 5.76 acres conveyed to Jack Dale Hall and wife, Cynthia D. Surles-Hall by Warranty Deed with Vendor's Lien dated August 7, 2003, as recorded in Document No. 2003077883, Official Public Records, Williamson County, Texas (O.P.R.W.C.T.), from which a 1/2-inch iron rod found at the northeast corner of said 5.76 acre tract, being in the south margin of County Road 367 (CR 367, varying width), bears N 21°30'06" W, a distance of 559.54 feet;

**THENCE**, S 68°02'29" W, along the north line of said 10 acre tract, with the south line of said 5.76 acre tract, a distance of 391.17 feet to a point, being the northeast corner of this easement, for the **POINT OF BEGINNING**, 122.42 feet right of Engineer's Baseline Station 56+73.68, and having Surface Coordinates of North=10,193,252.72, East=3,205,321.66;

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

**EXHIBIT A**

County: Williamson

Highway: County Road 366

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

Page 2 of 5

May 21, 2021

**PROPERTY DESCRIPTION FOR EASEMENT 22E**

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

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



## LEGEND

- FOUND T-XDOT 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)  
 (XXX) RECORD INFORMATION  
 — PROPERTY LINE (OWNERSHIP DIVISION)  
 — APPROXIMATE SURVEY LINE  
 — DEED LINE (OWNERSHIP IN COMMON)  
 — DISTANCE NOT TO SCALE (N.T.S.)  
 — POINT OF BEGINNING  
 — POINT OF COMMENCEMENT  
 — RIGHT-OF-WAY  
 — NOT TO SCALE  
 — BUILDING SETBACK LINE  
 — DEED RECORDS WILLIAMSON  
 COUNTY, TEXAS  
 — OFFICIAL RECORDS WILLIAMSON  
 COUNTY, TEXAS  
 — O.P.R. W.C.T.  
 — PLAT RECORDS WILLIAMSON  
 COUNTY, TEXAS  
 — P.R.W.C.T.  
 — PARCEL NUMBER FOR  
 R.O.W. ACQUISITION

(XXX)

P.O.B.

P.O.C.

N.T.S.

B.L.

D.R.W.C.T.

O.R.W.C.T.

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

P.R.W.C.T.

PARCEL NUMBER FOR

R.O.W. ACQUISITION

(1)

## NOTES:

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

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

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

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

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

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

PRELIMINARY

This preliminary plat is for informational purposes only and does not constitute a final plat or a title commitment.

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

5/21/2021

DATE

# SAMUEL PHARASS SURVEY

## ABSTRACT NO. 496

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

APPROXIMATE A-496  
SURVEY LINE A-65

EXISTING R.O.W.

PROPOSED  
15' WATER LINE  
EASEMENT

PROPOSED  
R.O.W.

0.0345 AC.  
1,501 SQ. FT.

P.O.B. PARCEL 22E

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

P.O.C.  
PARCEL 22E

W. J. BAKER SURVEY  
ABSTRACT NO. 65

PROPERTY INSET  
NOT TO SCALE

## REVISIONS

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

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

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

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

PAGE 4 OF 5

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

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

A. TEXAS POWER & LIGHT COMPANY ELECTRIC EASEMENT DESCRIBED IN VOLUME 286, PAGE 395, DEED RECORDS, WILLIAMSON COUNTY, TEXAS- UNABLE TO PLOT

B. TEXAS POWER & LIGHT COMPANY ELECTRIC EASEMENT DESCRIBED IN VOLUME 299, PAGE 636, DEED RECORDS, WILLIAMSON COUNTY, TEXAS- UNABLE TO PLOT

C. JONAH WATER SUPPLY CORP. WATER LINE EASEMENT DESCRIBED IN VOLUME 364, PAGE 52, DEED RECORDS, WILLIAMSON COUNTY, TEXAS- UNABLE TO PLOT

# SAMUEL PHARASS SURVEY ABSTRACT NO. 496

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

ENGINEER'S BASELINE  
DEAD END

EXISTING R.O.W.  
CR 366  
N21° 27' 49" W 2,449.39'  
56+00 57+00 58+00

(R.O.W. WIDTH VARIES)

APPROXIMATE SURVEY LINE A-496  
SURVEY LINE A-65

STA. 56+17.69  
63.40' RT  
S21° 35' 24" E 499.12'  
(N19° W 559.25')  
PROPOSED  
15' WATER LINE  
EASEMENT  
568° 02' 29" W 59.13'  
568° 02' 29" W 391.17'  
JACK DALE HALL AND WIFE,  
CYNTHIA D. SURLS-HALL,  
AUGUST 7, 2003  
AT TIME OF SURVEY) DOC. NO. 2003077883  
O.P. R.W.C.T.  
(5.76 ACRES)  
RUNABLE TO SET;  
UNDERWATER  
STA. 56+73.55  
107.42' RT  
P.O.B.  
N=10,193,252.72  
E=3,205,321.66  
STA. 56+73.58  
122.42' RT  
P.O.C.  
N21° 30' 06" W 559.54'  
(S19° 00' 00" E 559.38')

0.0345 AC.  
1,501 SQ. FT.  
STA. 56+17.69  
122.53' RT  
STA. 56+32.69  
107.50' RT

W. J. BAKER SURVEY  
ABSTRACT NO. 65

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

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

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

P.O.C.  
PARCEL 22E

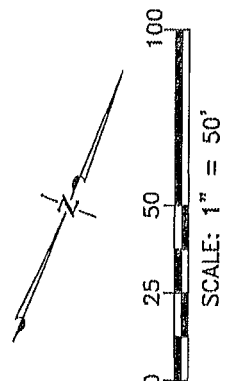
LINE	BEARING	DISTANCE
L1	N21° 35' 24" W	15.00'
L2	N68° 32' 11" E	44.13'
L3	N21° 34' 16" W	40.86'
L4	N68° 02' 29" E	15.00'

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

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

DATE: MAY 2021 SCALE: 1"=50'

PAGE 5 OF 5



**ELECTRONICALLY RECORDED  
OFFICIAL PUBLIC RECORDS**

**2021119904**

Pages: 10 Fee: \$53.00

08/09/2021 11:24 AM

LMUELLER



*Nancy E. Rister*

Nancy E. Rister, County Clerk  
Williamson County, Texas

**Recorded By:**  
**Texas National Title**  
36-T-149421

**WATERLINE EASEMENT**

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

**GRANT OF EASEMENT:**

D&L LAND DEVELOPMENT, LLC ("Grantor", whether one or more), for the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, does hereby grant, sell and convey unto JONAH WATER SPECIAL UTILITY DISTRICT, whose address is 4050 FM 1660, Hutto, Texas 78634, ("Grantee"), an easement and right-of-way ("Easement") upon and across certain property totaling approximately 0.1260 acre (5,488 SF), being the property of Grantor which is more particularly described by metes and bounds and sketch in Exhibit "A" attached hereto, located in Williamson County, Texas; and incorporated herein by reference. (collectively the "Easement Tract").

TO HAVE AND TO HOLD the same perpetually to Grantee and its successors and assigns, together with the rights and privileges and on the terms and conditions set forth below.

Grantor does hereby covenant and agree to WARRANT AND FOREVER DEFEND title to the Easement herein granted, unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

**CHARACTER OF EASEMENT:**

The Easement is an easement in gross.

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The Easement shall be used for water line purposes, including placement, construction, installation, replacement, repair, inspection, maintenance, relocation, removal, and operation of water distribution and transmission lines and related facilities and appurtenances, or making connections thereto.

The Easement shall also be used for the purpose of providing access for the operation, repair, maintenance, inspection, replacement and expansion of the water distribution and transmission lines and related facilities and appurtenances.

Additionally, Grantor hereby grants and conveys to Grantee a non-exclusive right of ingress and egress over Grantor's adjacent lands for the purpose of which this Easement is granted. However, such right shall only be exercised and allowed if access to the Easement Tract is not otherwise reasonably available from an adjacent public right of way.

**DURATION OF EASEMENT:**

The Easement shall be perpetual.

**EXCLUSIVENESS OF EASEMENT:**

The Easement shall be exclusive, and Grantor covenants that Grantor will not convey any other easement or conflicting rights within the Easement Tract. Grantor may alter or otherwise use the surface of the Easement Tract for such purposes that do not interfere with the exercise by Grantee of the rights herein granted provided that the plans for all improvements to be placed in the Easement Tract by Grantor must be approved by Grantee before the improvements are constructed, with such approval not to be unreasonably withheld. Grantee has the right to trim and cut down trees and shrubbery and to remove other improvements and structures to the extent reasonably necessary to prevent interference with the operation or repairs to Grantee's facilities in the Easement Tract, and Grantee will be held harmless by Grantor from any and all claims of Grantor if Grantee exercises such right.

**DAMAGES:**

The consideration given for this Easement constitutes payment in full for all damage sustained by Grantor by reason of the installation of the improvements referred to herein.

**ENCUMBRANCES AND LIENS:**

Grantor warrants that no person or business entity owns a present possessory interest in the fee title in the Easement Tract other than Grantor, and that there are no parties in possession of any portion of the Easement Tract as lessees. Furthermore, Grantor warrants that the Easement Tract is free and clear of all encumbrances and liens except the following: \_\_\_\_\_

**WATER SERVICE:**

Grantee and Grantor hereby acknowledge and agree that, effective immediately upon execution of this Easement, Grantee will be deemed to be providing and will be obligated to provide Grantor water service to Grantor's property across which the Easement is located. Grantor acknowledges and agrees that Grantor's ability to receive water from Grantee is subject to payment of all fees and charges due to Grantee under its tariff for such service.

**ENTIRE AGREEMENT:**

This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representation or modification concerning this instrument shall be of no force and effect except for any subsequent modification in writing, signed by the party to be charged.

**BINDING EFFECT:**

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

**ASSIGNABILITY:**

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

In witness whereof, this instrument is executed this 12 day of Aug, 2021.

*[signature page follows]*

**GRANTOR:**

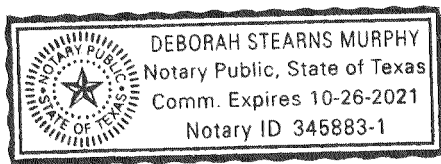
D &amp; L Land Development, LLC, a Texas Limited Liability company

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

STATE OF TEXAS

COUNTY OF WILLIAMSON

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



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

**JOINDER AND CONSENT OF LIENHOLDER TO WATER LINE EASEMENT**

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

**ROUND TOP STATE BANK**

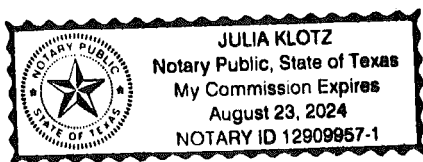
By: *Robert Randig*  
 Name: *Robert Randig*  
 Title: *Sr. Vice President*

**ACKNOWLEDGEMENT**

THE STATE OF TEXAS

COUNTY OF *Williamson*

This instrument was acknowledged before me on this *3rd* day of *December*, 2021, by *Robert Randig*, the *Sr. Vice President* of Round Top State Bank, known to me to be the person whose name is subscribed to the preceding instrument, and acknowledged to me that he/she executed the same for the purposes and consideration recited herein.



*Julia Klotz*  
 Notary Public in and for the State of Texas



**EXHIBIT A**

County: Williamson

Page 1 of 8

Highway: County Road 366

September 1, 2021

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

**PROPERTY DESCRIPTION FOR EASEMENT 7E**

**DESCRIPTION OF** a 5,488 square foot (0.1260 of one acre) water line easement consisting of two parts out of the W.J. Baker Survey, Abstract No. 65, in Williamson County, Texas, being a portion of that tract described as 50.29 acres (save and except 4.581 acres) conveyed to D&L Land Development, LLC by Warranty Deed with Vendor's Lien dated February 6, 2019, as recorded in Document No. 2019009739, Official Public Records, Williamson County, Texas (O.P.R.W.C.T.); said 5,488 square foot (0.1260 of one acre) water line easement being more particularly described in two parts by metes and bounds as follows:

**PART 1**

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

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

- 1) **THENCE**, S 68°17'07" W, continuing along the south line of said 50.29 acre (save and except 4.581 acres) tract and the north line of said 0.53 of one acre tract, a distance of **15.00 feet** to a 1/2-inch iron rod with a "Mcgray & Mcgray" cap set in the proposed east right-of-way line of CR 366, 100.00 feet right of CR 366 Engineer's Baseline Station 39+94.52, being the southwest corner of this easement, from which a Texas Department of Transportation (TxDOT) Type I concrete monument found (leaning) at the southwest corner of said 50.29 acre (save and except 4.581 acres) tract, being the northwest corner of said 0.53 of one acre tract, also being in the east margin of CR 366 (varying width) bears S 68°17'07" W, a distance of 30.67 feet;

**EXHIBIT A**

County: Williamson

Page 2 of 8

Highway: County Road 366

September 1, 2021

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

**PROPERTY DESCRIPTION FOR EASEMENT 7E**

- 2) **THENCE, N 21°27'49" W**, along the proposed east right-of-way line of CR 366, crossing said 50.29 acre (save and except 4.581 acres) tract, a distance of **188.41 feet** to a 1/2-inch iron rod with a "McGray & McGray" cap set, 100.00 feet right of CR 366 Engineer's Baseline Station 41+82.93, and 140.00 feet right of Carlos G. Parker Engineer's Baseline Station 121+03.17, being a west corner of this easement;
- 3) **THENCE, N 24°10'22" E**, along the proposed east right-of-way line of CR 366, crossing said 50.29 acre (save and except 4.581 acres) tract, a distance of **41.95 feet** to a 1/2-inch iron rod with a "McGray & McGray" cap set, 129.99 feet right of CR 366 Engineer's Baseline Station 42+12.26, and 110.00 feet right of Carlos G. Parker Engineer's Baseline Station 121+32.50, being the northwest corner of this easement;
- 4) **THENCE, N 69°49'25" E**, along the proposed east right-of-way line of CR 366, crossing said 50.29 acre (save and except 4.581 acres) tract, a distance of **27.06 feet** to a point, 157.04 feet right of CR 366 Engineer's Baseline Station 42+11.65, and 110.00 feet right of Carlos G. Parker Engineer's Baseline Station 121+59.55, being the northeast corner of this easement;
- 5) **THENCE, S 20°10'33" E**, crossing said 50.29 acre (save and except 4.581 acres) tract, a distance of **15.00 feet** to a point, 156.70 feet right of CR 366 Engineer's Baseline Station 41+96.66, and 125.00 feet right of Carlos G. Parker Engineer's Baseline Station 121+59.55, being an east corner of this easement;
- 6) **THENCE, S 69°49'25" W**, crossing said 50.29 acre (save and except 4.581 acres) tract, a distance of **20.74 feet** to a point, 135.97 feet right of CR 366 Engineer's Baseline Station 41+97.12, and 125.00 feet right of Carlos G. Parker Engineer's Baseline Station 121+38.81, being an east corner of this easement;
- 7) **THENCE, S 24°10'22" W**, crossing said 50.29 acre (save and except 4.581 acres) tract, a distance of **29.33 feet** to a point, 115.00 feet right of CR 366 Engineer's Baseline Station 41+76.62, and 145.97 feet right of Carlos G. Parker Engineer's Baseline Station 121+18.31, being an east corner of this easement;
- 8) **THENCE, S 21°27'49" E**, crossing said 50.29 acre (save and except 4.581 acres) tract, a distance of **182.03 feet** to the **POINT OF BEGINNING** and containing 3,672 square feet (0.0843 of one acre), more or less.

**EXHIBIT A**

County: Williamson

Page 3 of 8

Highway: County Road 366

September 1, 2021

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

**PROPERTY DESCRIPTION FOR EASEMENT 7E****PART 2**

**COMMENCING** at a 1/2-inch iron rod found at the northwest corner of said 50.29 acre (save and except 4.581 acres) tract and the southwest corner of that tract described as 10 acres conveyed to Ronnie C. Zett by Warranty Deed dated September 10, 1991, as recorded in Volume 2055, Page 308, Official Records, Williamson County, Texas (O.R.W.C.T.), being in the east margin of CR 366;

**THENCE**, S 21°42'37" E, along the west line of said 50.29 acre (save and except 4.581 acres) tract, with the east margin of CR 366, a distance of 549.77 feet to a point, being the northwest corner of this easement, for the **POINT OF BEGINNING**, 66.86 feet right of CR 366 Engineer's Baseline Station 45+68.80, and 245.03 feet left of Carlos G. Parker Engineer's Baseline Station 120+61.37, and having Surface Coordinates of North=10,192,204.14, East=3,205,674.24;

- 1) **THENCE**, S 65°49'00" E, crossing said 50.29 acre (save and except 4.581 acres) tract, a distance of **85.86 feet** to a point, 126.89 feet right of CR 366 Engineer's Baseline Station 45+07.41, and 185.00 feet left of Carlos G. Parker Engineer's Baseline Station 121+22.76, being a north corner of this easement;
- 2) **THENCE**, N 69°49'25" E, crossing said 50.29 acre (save and except 4.581 acres) tract, a distance of **36.79 feet** to a point, 163.67 feet right of CR 366 Engineer's Baseline Station 45+06.58, and 185.00 feet left of Carlos G. Parker Engineer's Baseline Station 121+59.55, being the northeast corner of this easement;
- 3) **THENCE**, S 20°10'33" E, crossing said 50.29 acre (save and except 4.581 acres) tract, a distance of **15.00 feet** to a point in the proposed east right-of-way line of CR 366, 163.33 feet right of CR 366 Engineer's Baseline Station 44+91.58, and 170.00 feet left of Carlos G. Parker Engineer's Baseline Station 121+59.55, being the southeast corner of this easement;
- 4) **THENCE**, S 69°49'25" W, along the proposed east right-of-way line of CR 366, crossing said 50.29 acre (save and except 4.581 acres) tract, a distance of **42.91 feet** to a 1/2-inch iron rod with a "Mcgray & Mcgray" cap set, 120.44 feet right of CR 366 Engineer's Baseline Station 44+92.55, and 170.00 feet left of Carlos G. Parker Engineer's Baseline Station 121+16.65, being a south corner of this easement;

**EXHIBIT A**

County: Williamson

Page 4 of 8

Highway: County Road 366

September 1, 2021

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

**PROPERTY DESCRIPTION FOR EASEMENT 7E**

- 5) **THENCE, N 65°49'00" W**, along the proposed east right-of-way of CR 366, crossing said 50.29 acre (save and except 4.581 acres) tract, a distance of **76.50 feet** to a 1/2-inch iron rod with a "Mcgray & Mcgray" cap set in the east margin of CR 366, 66.96 feet right of CR 366 Engineer's Baseline Station 45+47.25 and 223.49 feet left of Carlos G. Parker Engineer's Baseline Station 120+61.95, being the southwest corner of this easement;
- 6) **THENCE, N 21°42'37" W**, along the west line of said 50.29 acre (save and except 4.581 acres) tract, with the east margin of said CR 366, a distance of **21.55 feet** to the **POINT OF BEGINNING** and containing 1,816 square feet (0.0417 of one acre) of land, more or less.

Part 1 3,672 square feet (0.0843 of one acre)

Part 2 1,816 square feet (0.0417 of one acre)**Total 5,488 square feet (0.1260 of one acre)**

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

**EXHIBIT A**

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

Page 5 of 8  
 September 1, 2021

**PROPERTY DESCRIPTION FOR EASEMENT 7E**

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

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

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

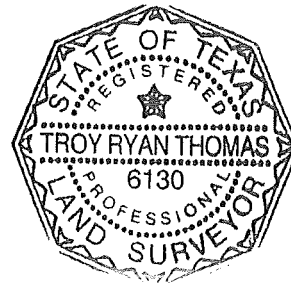
WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, this the 1st day of September, 2021 A.D.

SURVEYED BY:

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

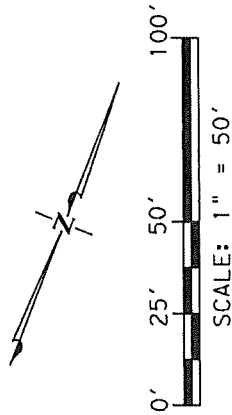
*T.R. Thomas*

9/1/2021



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





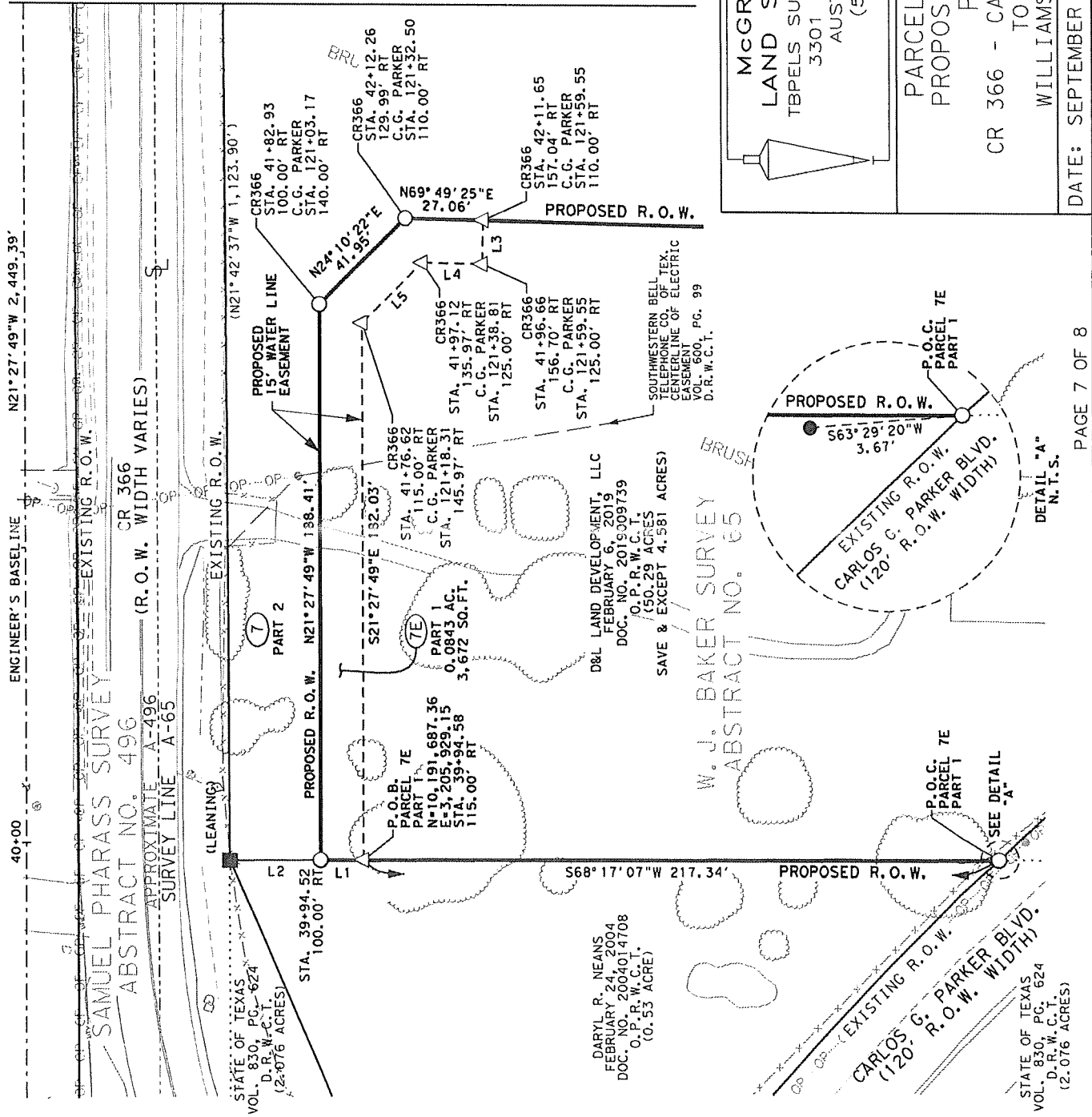
MATCH LINE SEE PAGE 8

LINE	BEARING	DISTANCE
L1	S68°17'07"W	15.00'
L2	S68°17'07"W	30.67'
L3	S20°10'33"E	15.00'
L4	S69°49'25"W	20.74'
L5	S24°10'22"W	29.33'

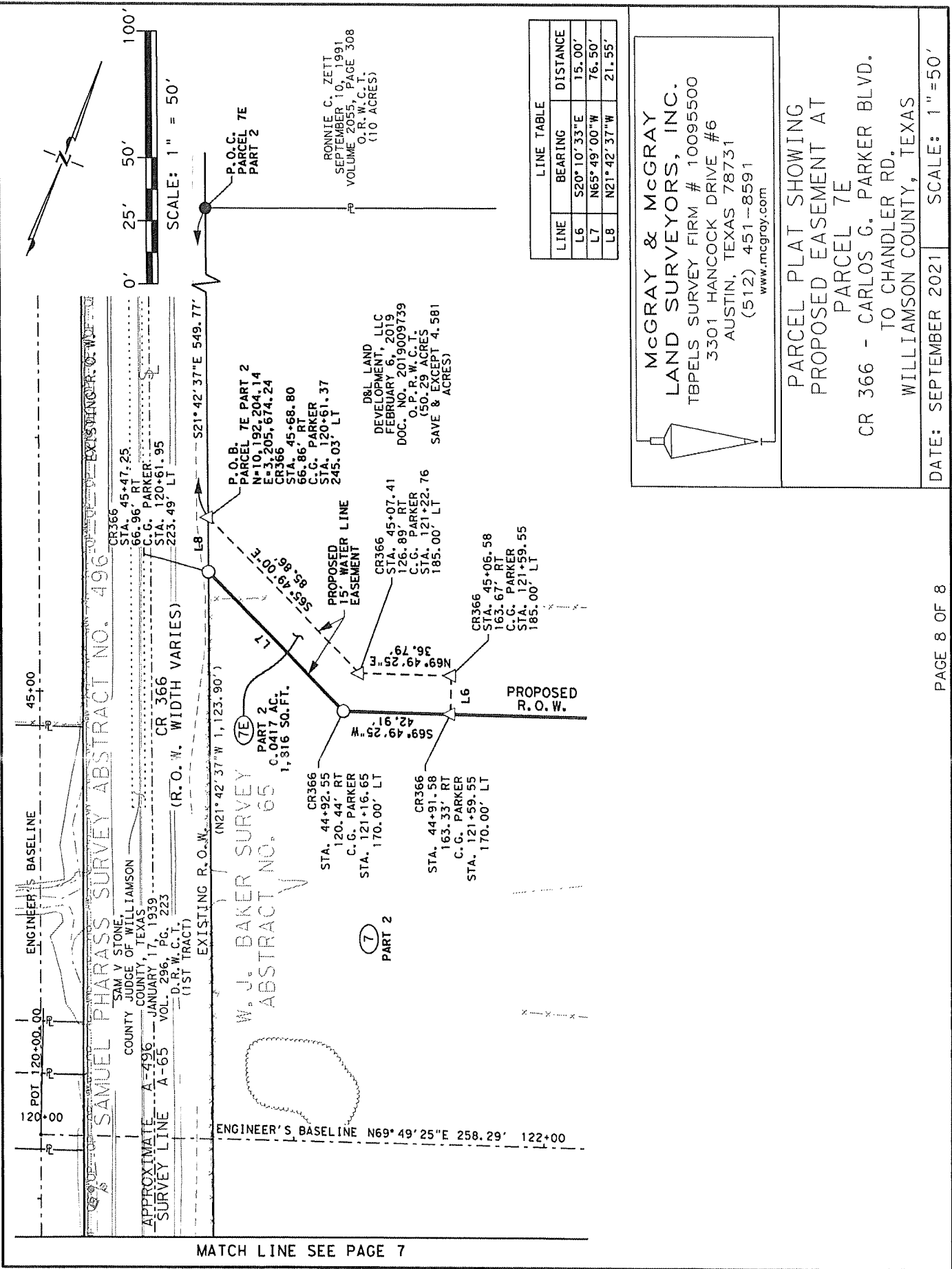
**McGRAY & McGRAY**  
**LAND SURVEYORS, INC.**  
 TBPELS SURVEY FIRM # 10095500  
 3301 HANCOCK DRIVE #6  
 AUSTIN, TEXAS 78731  
 (512) 451-8591  
 www.mcgray.com

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

DATE: SEPTEMBER 2021 SCALE: 1"=50'



PAGE 7 OF 8





**ELECTRONICALLY RECORDED  
OFFICIAL PUBLIC RECORDS**

**2021187421**

Pages: 14 Fee: \$74.00

12/09/2021 03:14 PM

MBARRICK



*Nancy E. Rister*

Nancy E. Rister, County Clerk  
Williamson County, Texas

Recorded By: 30T-149297/SB  
Texas National Title WATERLINE EASEMENT

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

**GRANT OF EASEMENT:**

WALTHER FAMILY LIMITED PARTNERSHIP ("Grantor", whether one or more), for the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, does hereby grant, sell and convey unto JONAH WATER SPECIAL UTILITY DISTRICT, whose address is 4050 FM 1660, Hutto, Texas 78634, ("Grantee"), an easement and right-of-way ("Easement") upon and across one parcel totaling approximately 0.2190 acre (9,541 SF), being the property of Grantor which is more particularly described by metes and bounds and sketch in Exhibit "A" attached hereto, located in Williamson County, Texas; and incorporated herein by reference. (collectively the "Easement Tract").

TO HAVE AND TO HOLD the same perpetually to Grantee and its successors and assigns, together with the rights and privileges and on the terms and conditions set forth below.

Grantor does hereby covenant and agree to WARRANT AND FOREVER DEFEND title to the Easement herein granted, unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

**CHARACTER OF EASEMENT:**

The Easement is an easement in gross.

**PURPOSE OF EASEMENT:**

The Easement shall be used for water line purposes, including placement, construction, installation, replacement, repair, inspection, maintenance, relocation, removal, and operation of water distribution and transmission lines and related facilities and appurtenances, or making connections thereto.

The Easement shall also be used for the purpose of providing access for the operation, repair, maintenance, inspection, replacement and expansion of the water distribution and transmission lines and related facilities and appurtenances.

Additionally, Grantor hereby grants and conveys to Grantee a non-exclusive right of ingress and egress over Grantor's adjacent lands for the purpose of which this Easement is granted. However, such right shall only be exercised and allowed if access to the Easement Tract is not otherwise reasonably available from an adjacent public right of way.

**DURATION OF EASEMENT:**

The Easement shall be perpetual.

**EXCLUSIVENESS OF EASEMENT:**

The Easement shall be exclusive, and Grantor covenants that Grantor will not convey any other easement or conflicting rights within the Easement Tract. Grantor may alter or otherwise use the surface of the Easement Tract for such purposes that do not interfere with the exercise by Grantee of the rights herein granted provided that the plans for all improvements to be placed in the Easement Tract by Grantor must be approved by Grantee before the improvements are constructed, with such approval not to be unreasonably withheld. Grantee has the right to trim and cut down trees and shrubbery and to remove other improvements and structures to the extent reasonably necessary to prevent interference with the operation or repairs to Grantee's facilities in the Easement Tract, and Grantee will be held harmless by Grantor from any and all claims of Grantor if Grantee exercises such right.

**DAMAGES:**

The consideration given for this Easement constitutes payment in full for all damage sustained by Grantor by reason of the installation of the improvements referred to herein.

**ENCUMBRANCES AND LIENS:**

Grantor warrants that no person or business entity owns a present possessory interest in the fee title in the Easement Tract other than Grantor, and that there are no parties in possession of any portion of the Easement Tract as lessees. Furthermore, Grantor warrants that the Easement Tract is free and clear of all encumbrances and liens except the following: NONE

**WATER SERVICE:**

Grantee and Grantor hereby acknowledge and agree that, effective immediately upon execution of this Easement, Grantee will be deemed to be providing and will be obligated to provide Grantor water service to Grantor's property across which the Easement is located. Grantor acknowledges and agrees that Grantor's ability to receive water from Grantee is subject to payment of all fees and charges due to Grantee under its tariff for such service.

**ENTIRE AGREEMENT:**

This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representation or modification concerning this instrument shall be of no force and effect except for any subsequent modification in writing, signed by the party to be charged.

**BINDING EFFECT:**

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

**ASSIGNABILITY:**

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

In witness whereof, this instrument is executed this 4<sup>th</sup> day of August, 2021.

*[signature page follows]*

**GRANTOR:**

WALTHER FAMILY LIMITED PARTNERSHIP,

a Texas limited partnership

By: Walther Family GP, LLC,

its General Partner

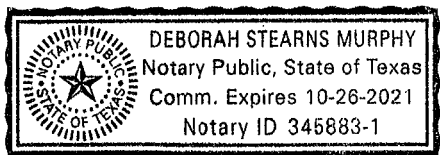
By: *CH Walther*  
 Clayton H. Walther, President

**Acknowledgment**

STATE OF TEXAS

COUNTY OF *Williamson*

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



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

Order Number: T-149297

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

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

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

## Exhibit "A-1"

County: Williamson

Page 1 of 6

Highway: County Road 366

May 21, 2021

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

**PROPERTY DESCRIPTION FOR EASEMENT 16E**

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

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

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

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

**EXHIBIT A**

County: Williamson

Page 2 of 6

Highway: County Road 366

May 21, 2021

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

**PROPERTY DESCRIPTION FOR EASEMENT 16E**

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

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

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



LEGEND

- FOUND 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.)
- P.O.B.
- P.O.C.
- P.O.W.
- N.T.S.
- B.L.
- BUILDING SETBACK LINE
- DEED RECORDS WILLIAMSON COUNTY, TEXAS
- D.R.W.C.T.
- O.R.W.C.T.
- O.P.R.W.C.T.
- P.R.W.C.T.
- 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.

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 or relied upon for any purpose.

TROY R. THOMAS, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6150

5/21/2021

DATE

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

CLARENCE H. WALTHER AND DORIS E. WALTHER, AS TRUSTEES, OF THE WALTHER LIVING TRUST DATED THE 3RD DAY OF SEPTEMBER, 1996 (1/2 INTEREST)  
DOC. NO. 9722475 O.R.W.C.T. (42.12 ACRES)  
&  
WALTHER FAMILY LIMITED PARTNERSHIP (1/2 INTEREST)  
AUGUST 19, 2005  
DOC. NO. 2005069305 O.P.R.W.C.T. (TRACT 14)

N 69° 20' 51" E 2,156.38'

P.O.B. PARCEL 16E  
0.2190 AC.  
9,541 SQ. FT.  
PROPOSED 15' WATER LINE EASEMENT  
EXISTING R.O.W.  
PROPOSED R.O.W.  
APPROXIMATE A-496 SURVEY LINE A-65  
(R.O.W. WIDTH VARIES)  
CR 366  
PROPERTY INSET NOT TO SCALE

W.J. BAKER SURVEY  
ABSTRACT NO. 65

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

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

REVISIONS

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

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

PARCEL PLAT SHOWING  
PROPOSED EASEMENT AT  
PARCEL 16E

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

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

# SAMUEL PHARASS SURVEY ABSTRACT NO. 496

CLARENCE H. WALTHER AND DORIS E. WALTHER,  
AS TRUSTEES, OR THEIR SUCCESSORS, OF THE  
WALTHER LIVING TRUST  
(1/2 INTEREST)  
JANUARY 22, 1997  
DOC. NO. 9122475  
O.P.R.W.C.T.  
(42.12 ACRES)

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

P.O.C.  
PARCEL 16E

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

P.O.B.  
PARCEL 16E  
N=10°19'47.26"  
E=3°20'47.53.38"  
STA. 66+29.26  
85.00' LT

PROPOSED  
15' WATER LINE  
EASEMENT

0.2190 AC.  
9,541 SQ. FT.

STA. 69+25.39  
85.00' LT

STA. 69+25.39  
70.00' LT

PROPOSED R.O.W.

EXISTING R.O.W.

ENGINEER'S BASELINE

68+00

(R.O.W. WIDTH VARIES)

APPROXIMATE  
SURVEY LINE

70+00

# W. J. BAKER SURVEY ABSTRACT NO. 65

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

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

ENGINEER'S BASELINE CURVE DATA  
PT NORTHING = 10,193.988.96  
PT EASTING = 35,204.900.23  
PI STATION = 65+13.06  
DELTA OF CURVE = 0°24'41" (RT)  
TANGENT = 413.08'  
LENGTH = 825.39'  
RADIUS = 8,000.00'  
CHORD BEARING = N18°33'42"W  
CHORD = 825.03'  
PT STATION = 65+29.99

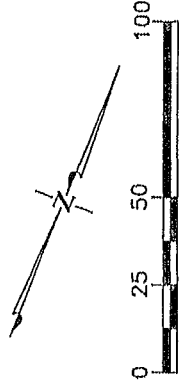
McGRAY & McGRAY  
LAND SURVEYORS, INC.  
TBPELS SURVEY FIRM # 10095500  
3301 HANCOCK DRIVE #6  
AUSTIN, TEXAS 78731  
(512) 451-8591

PARCEL PLAT SHOWING  
PROPOSED EASEMENT AT  
PARCEL 16E  
CR 366 - CARLOS G. PARKER BLVD.  
TO CHANDLER RD.  
WILLIAMSON COUNTY, TEXAS

DATE: MAY 2021

PAGE 5 OF 6

SCALE: 1"=50'



SCALE: 1" = 50'

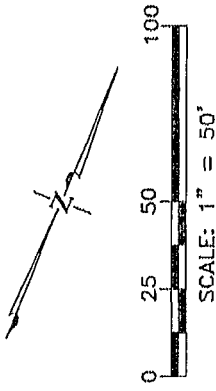
ENGINEER'S BASELINE CURVE DATA  
PT NORTHING = 10,194.783.63  
PT EASTING = 35,204.578.18  
PI STATION = 75+37.73  
DELTA OF CURVE = 5°54'04" (LT)  
TANGENT = 0°43'58"  
LENGTH = 825.39'  
RADIUS = 8,000.00'  
CHORD BEARING = N18°33'23"W  
CHORD = 825.03'  
PT STATION = 75+43.34

MATCHLINE PAGE 6 OF 6

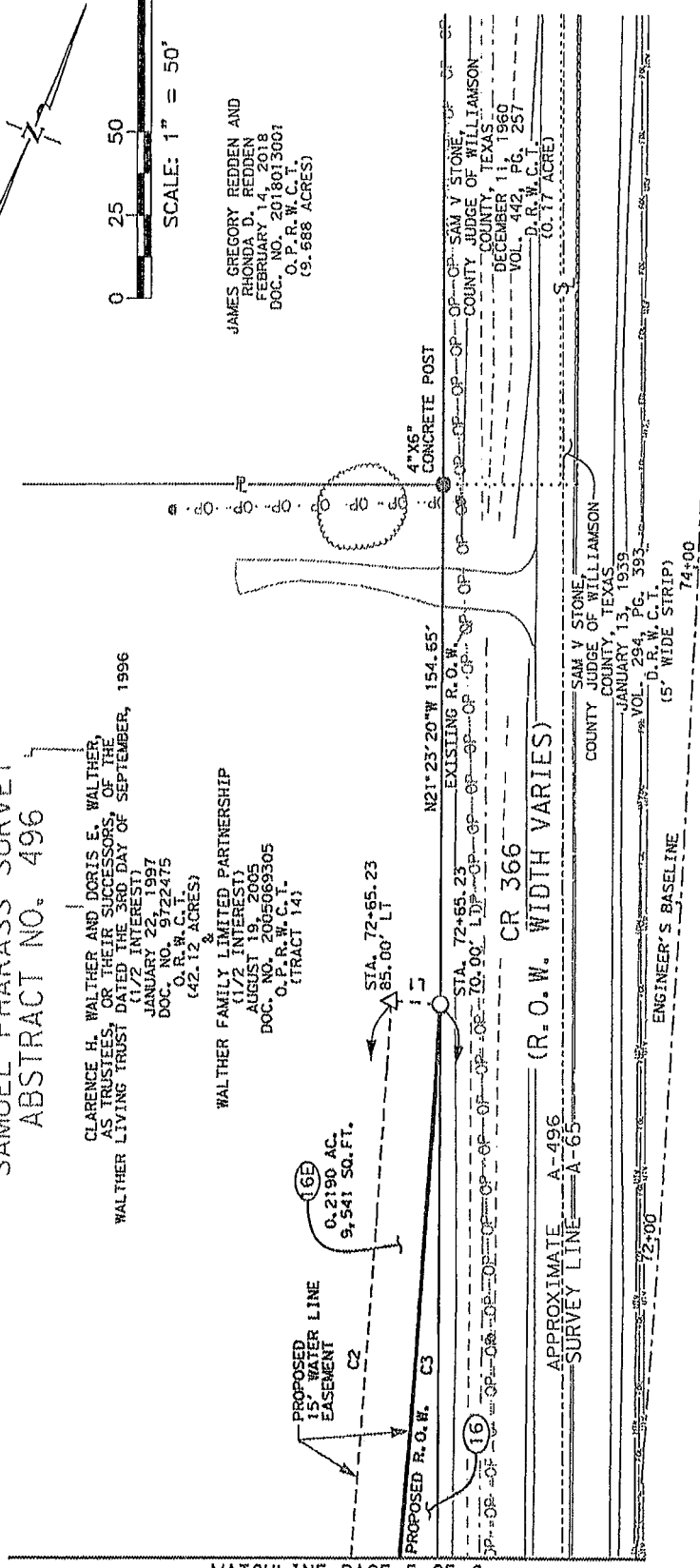
# SAMUEL PHARASS SURVEY ABSTRACT NO. 496

CLARENCE H. WALTHER AND DORIS E. WALTHER,  
AS TRUSTEES, OR THEIR SUCCESSORS, OF THE  
WALTHER LIVING TRUST DATED THE 3RD DAY OF SEPTEMBER, 1996  
(1/2 INTEREST)  
JANUARY 25, 2005  
DOC. NO. 2005069305  
O.P.R.W.C.T.  
(TRACT 14)

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



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



# W. J. BAKER SURVEY ABSTRACT NO. 65

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

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

ENGINEER'S BASELINE CURVE DATA  
 P1 NORTHING = 10,194.783,93  
 P1 EASTING = 3,204,678.18  
 P1 STATION = 25+52.102 (LT)  
 DEGREE OF CURVE = 0°42'58"  
 TANGENT = 412.34'  
 LENGTH = 823.95'  
 RADIUS = 8,000.00'  
 CHORD BEARING = 02°26'02"W  
 CHORD = 336.23'  
 P2 STATION = 27+89.39  
 P2 NORTHING = 10,194.783,93  
 P2 EASTING = 3,204,678.18

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

PARCEL PLAT SHOWING  
PROPOSED EASEMENT AT  
PARCEL 16E  
CR 366 - CARLOS G. PARKER BLVD.  
TO CHANDLER RD.  
WILLIAMSON COUNTY, TEXAS

DATE: MAY 2021 SCALE: 1"=50'

**ELECTRONICALLY RECORDED  
OFFICIAL PUBLIC RECORDS**

**2021128452**

Pages: 11 Fee: \$57.00

08/24/2021 04:22 PM

LMUELLER



*Nancy E. Rister*

Nancy E. Rister, County Clerk  
Williamson County, Texas

**WATERLINE EASEMENT**

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

**GRANT OF EASEMENT:**

EVELYN M. VITTEK ("Grantor", whether one or more), for the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, does hereby grant, sell and convey unto JONAH WATER SPECIAL UTILITY DISTRICT, whose address is 4050 FM 1660, Hutto, Texas 78634, ("Grantee"), an easement and right-of-way ("Easement") upon and across one parcel totaling approximately 0.1055 acre (4,594 SF), being the property of Grantor which is more particularly described by metes and bounds and sketch in Exhibit "A" attached hereto, located in Williamson County, Texas; and incorporated herein by reference. (Collectively the "Easement Tract").

TO HAVE AND TO HOLD the same perpetually to Grantee and its successors and assigns, together with the rights and privileges and on the terms and conditions set forth below.

Grantor does hereby covenant and agree to WARRANT AND FOREVER DEFEND title to the Easement herein granted, unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

**CHARACTER OF EASEMENT:**

The Easement is an easement in gross.

**PURPOSE OF EASEMENT:**

The Easement shall be used for water line purposes, including placement, construction, installation, replacement, repair, inspection, maintenance, relocation, removal, and operation of water distribution and transmission lines and related facilities and appurtenances, or making connections thereto.

The Easement shall also be used for the purpose of providing access for the operation, repair, maintenance, inspection, replacement and expansion of the water distribution and transmission lines and related facilities and appurtenances.

Additionally, Grantor hereby grants and conveys to Grantee a non-exclusive right of ingress and egress over Grantor's adjacent lands for the purpose of which this Easement is granted. However, such right shall only be exercised and allowed if access to the Easement Tract is not otherwise reasonably available from an adjacent public right of way.

**DURATION OF EASEMENT:**

The Easement shall be perpetual.

**EXCLUSIVENESS OF EASEMENT:**

The Easement shall be exclusive, and Grantor covenants that Grantor will not convey any other easement or conflicting rights within the Easement Tract. Grantor may alter or otherwise use the surface of the Easement Tract for such purposes that do not interfere with the exercise by Grantee of the rights herein granted provided that the plans for all improvements to be placed in the Easement Tract by Grantor must be approved by Grantee before the improvements are constructed, with such approval not to be unreasonably withheld. Grantee has the right to trim and cut down trees and shrubbery and to remove other improvements and structures to the extent reasonably necessary to prevent interference with the operation or repairs to Grantee's facilities in the Easement Tract, and Grantee will be held harmless by Grantor from any and all claims of Grantor if Grantee exercises such right.

**DAMAGES:**

The consideration given for this Easement constitutes payment in full for all damage sustained by Grantor by reason of the installation of the improvements referred to herein.

**ENCUMBRANCES AND LIENS:**

Grantor warrants that no person or business entity owns a present possessory interest in the fee title in the Easement Tract other than Grantor, and that there are no parties in possession of any portion of the Easement Tract as lessees. Furthermore, Grantor warrants that the Easement Tract is free and clear of all encumbrances and liens except the following: N/A

**WATER SERVICE:**

Grantee and Grantor hereby acknowledge and agree that, effective immediately upon execution of this Easement, Grantee will be deemed to be providing and will be obligated to provide Grantor water service to Grantor's property across which the Easement is located. Grantor acknowledges and agrees that Grantor's ability to receive water from Grantee is subject to payment of all fees and charges due to Grantee under its tariff for such service.

**ENTIRE AGREEMENT:**

This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representation or modification concerning this instrument shall be of no force and effect except for any subsequent modification in writing, signed by the party to be charged.

**BINDING EFFECT:**

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

**ASSIGNABILITY:**

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

In witness whereof, this instrument is executed this 9<sup>th</sup> day of July, 2021.

*[signature page follows]*

**GRANTORS:**

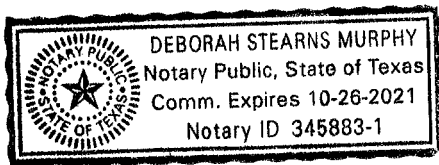
Evelyn M. Vittek  
Evelyn M. Vittek

**Acknowledgment**

STATE OF TEXAS

COUNTY OF Williamson

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



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



Order Number: T-149326

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

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

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

## Exhibit "A-1"

County: Williamson

Highway: County Road 366

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

Page 1 of 5  
May 21, 2021**PROPERTY DESCRIPTION FOR EASEMENT 13E**

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

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

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

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

County: Williamson

Highway: County Road 366

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

Page 2 of 5

May 21, 2021

### PROPERTY DESCRIPTION FOR EASEMENT 13E

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

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

## LEGEND

- FOUND 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.  
 RIGHT-OF-WAY  
 N.T.S.  
 BUILDING SETBACK LINE  
 DEED RECORDS WILLIAMSON  
 COUNTY, TEXAS

- OFFICIAL RECORDS WILLIAMSON  
 COUNTY, TEXAS  
 OFFICIAL PUBLIC RECORDS  
 WILLIAMSON COUNTY, TEXAS

- PLAT RECORDS WILLIAMSON  
 COUNTY, TEXAS  
 PARCEL NUMBER FOR  
 R.O.W. ACQUISITION

## NOTES:

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

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

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

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

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

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

**PRELIMINARY**

This document shall not be recorded for any purpose until such time as the owner or seller or other party to a related survey documents.

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

5/21/2021

DATE

# SAMUEL PHARASS SURVEY ABSTRACT NO. 496

P.O.C.  
PARCEL 13E

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

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

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

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

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

## REVISIONS

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

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

PARCEL PLAT SHOWING  
PROPOSED EASEMENT AT

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

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

PAGE 4 OF 5

APPROXIMATE SURVEY LINE A-496  
 W. J. BAKER  
 SURVEY (R.O.W. WIDTH VARIES)  
 ABSTRACT NO. 65  
 CR 366  
 PROPOSED 15' WATER LINE EASEMENT  
 EXISTING R.O.W.  
 PROPOSED R.O.W.  
 0.1055 AC.  
 4,584 SQ.FT.  
 P.O.B.  
 PARCEL 13E  
 EVELYN M. VITTEK  
 SEPTEMBER 12, 2007  
 DOC. NO. 2007087053  
 O.P.R.W.C.T.  
 (TRACT ONE-39.55 ACRES)  
 EVELYN M. VITTEK  
 SEPTEMBER 12, 2007  
 DOC. NO. 2007087053  
 O.P.R.W.C.T.  
 (TRACT TWO-41.88 ACRES)  
 PROPERTY INSET  
 NOT TO SCALE

ENGINEER'S BASELINE CURVE DATA  
 P.T. STATION = 1024.508.23  
 DELTA = 55°13'06" (RT)  
 DEGREE OF CURVE = 0°42'59"  
 TANGENT = 413.96'  
 CHORD = 825.03'  
 RADIUS = 8100.90'  
 PC STATION = 61°00'00"  
 P.T. STATION = 69°25'39"

# SAMUEL PHARASS SURVEY ABSTRACT NO. 496

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

SCALE: 1" = 50'

CLARENCE H. WALTHER AND DORIS E. WALTHER,  
 AS TRUSTEES, OR THEIR SUCCESSORS, OF THE  
 WALTHER LIVING TRUST DATED THE 3RD DAY OF  
 SEPTEMBER, 1996  
 (1/2 INTEREST)  
 JANUARY 2, 1997  
 DOC. NO. 2722475  
 O.P.R.W.C.T.  
 (42.12 ACRES)

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

0.1055 AC.  
 4,594 SQ.FT.

PROPOSED  
 15' WATER LINE  
 EASEMENT

P.O.B.  
 PARCEL 13E  
 N=10°19'40.76.26  
 E=3°20'47.93.38  
 STA. 66+28.24  
 85.00' LT

STA. 63+25.45  
 85.00' LT

STA. 63+25.42  
 70.00' LT

PROPOSED R.O.W.

STA. 66+29.26  
 70.00' LT

(S19° E 1,135.5')

ENGINEER'S BASELINE

65.00

EXISTING R.O.W.

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

CR 366

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

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

CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C1	306.50'	8,070.00'	02°10'34" LT	S18°48'53"E	306.48'
C2	306.01'	8,085.00'	02°10'07" RT	N18°49'06"W	305.99'

PARCEL PLAT SHOWING  
 PROPOSED EASEMENT AT  
 PARCEL 13E  
 CR 366 - CARLOS G. PARKER BLVD.  
 TO CHANDLER RD.  
 WILLIAMSON COUNTY, TEXAS

DATE: MAY 2021 SCALE: 1"=50'

PAGE 5 OF 5

**ELECTRONICALLY RECORDED  
OFFICIAL PUBLIC RECORDS**

**2021118223**

Pages: 10 Fee: \$53.00

08/05/2021 08:51 AM



*Nancy E. Rister*

Nancy E. Rister, County Clerk  
Williamson County, Texas

**WATERLINE EASEMENT**

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

**GRANT OF EASEMENT:**

BINSTOR LLC ("Grantor", whether one or more), for the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, does hereby grant, sell and convey unto JONAH WATER SPECIAL UTILITY DISTRICT, whose address is 4050 FM 1660, Hutto, Texas 78634, ("Grantee"), an easement and right-of-way ("Easement") upon and across certain property totaling approximately 0.0536 acre (2,336 SF), being the property of Grantor which is more particularly described by metes and bounds and sketch in Exhibit "A" attached hereto, located in Williamson County, Texas; and incorporated herein by reference. (collectively the "Easement Tract").

TO HAVE AND TO HOLD the same perpetually to Grantee and its successors and assigns, together with the rights and privileges and on the terms and conditions set forth below.

Grantor does hereby covenant and agree to WARRANT AND FOREVER DEFEND title to the Easement herein granted, unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

**CHARACTER OF EASEMENT:**

The Easement is an easement in gross.

**PURPOSE OF EASEMENT:**

The Easement shall be used for water line purposes, including placement, construction, installation, replacement, repair, inspection, maintenance, relocation, removal, and operation of water distribution and transmission lines and related facilities and appurtenances, or making connections thereto.

The Easement shall also be used for the purpose of providing access for the operation, repair, maintenance, inspection, replacement and expansion of the water distribution and transmission lines and related facilities and appurtenances.

Additionally, ingress and egress to the Easement shall be from adjacent public right of way only, unless in case of public emergency or otherwise agreed between Grantor and Grantee in advance.

**DURATION OF EASEMENT:**

The Easement shall be perpetual.

**EXCLUSIVENESS OF EASEMENT:**

The Easement shall be exclusive, and Grantor covenants that Grantor will not convey any other easement or conflicting rights within the Easement Tract. Grantor may alter or otherwise use the surface of the Easement Tract for such purposes that do not interfere with the exercise by Grantee of the rights herein granted provided that the plans for all improvements to be placed in the Easement Tract by Grantor must be approved by Grantee before the improvements are constructed, with such approval not to be unreasonably withheld. Grantee has the right to trim and cut down trees and shrubbery and to remove other improvements and structures to the extent reasonably necessary to prevent interference with the operation or repairs to Grantee's facilities in the Easement Tract, and Grantee will be held harmless by Grantor from any and all claims of Grantor if Grantee exercises such right.

**EXISTING ENCROACHMENTS:**

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

**DAMAGES:**

The consideration given for this Easement constitutes payment in full for all damage sustained by Grantor by reason of the installation of the improvements referred to herein.

**ENCUMBRANCES AND LIENS:**

Grantor warrants that no person or business entity owns a present possessory interest in the fee title in the Easement Tract other than Grantor, and that there are no parties in possession of any portion of the Easement Tract as lessees. Furthermore, Grantor warrants that the Easement Tract is free and clear of all encumbrances and liens except the following: Occ # 2020093986

**WATER SERVICE:**



Grantee and Grantor hereby acknowledge and agree that, if Grantor's property is located within Grantee's water service area, then effective immediately upon execution of this Easement, Grantee will be deemed to be providing and will be obligated to provide Grantor water service to Grantor's property across which the Easement is located. Grantor acknowledges and agrees that Grantor's ability to receive water from Grantee is subject to payment of all fees and charges due to Grantee under its tariff for such service.

**ENTIRE AGREEMENT:**

This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representation or modification concerning this instrument shall be of no force and effect except for any subsequent modification in writing, signed by the party to be charged.

**BINDING EFFECT:**

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

**ASSIGNABILITY:**


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

In witness whereof, this instrument is executed this 22 day of Feb, 2022.

*[signature page follows]*

**GRANTOR:**

BINSTOR LLC

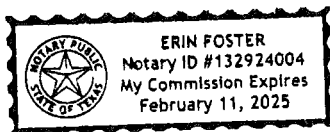
By:   
Robert Marks, Manager

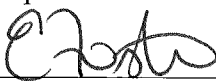
**Acknowledgment**

STATE OF TEXAS

COUNTY OF Williamson

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



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

**JOINDER AND CONSENT OF LIENHOLDER TO WATER LINE EASEMENT**

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

**THE RIDGE FELLOWSHIP  
DBA UPWARDS CHURCH**

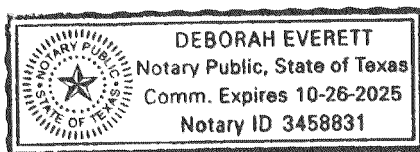
By: Kenneth Darrell Koop  
 Name: Kenneth Darrell Koop  
 Title: Lead Pastor

**ACKNOWLEDGEMENT**

THE STATE OF TEXAS

COUNTY OF Williamson

This instrument was acknowledged before me on this 10<sup>th</sup> day of February, 2021, by Kenneth Darrell Koop, the Lead Pastor of The Ridge Fellowship dba Upwards Church, known to me to be the person whose name is subscribed to the preceding instrument, and acknowledged to me that he/she executed the same for the purposes and consideration recited herein.



Deborah Everett  
 Notary Public in and for the State of Texas

Order Number: T-149318

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

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

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

## Exhibit "A-1"

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

Page 1 of 4  
 November 15, 2021

### PROPERTY DESCRIPTION FOR EASEMENT 5E

**DESCRIPTION OF** a 2,336 square foot (0.0536 of one acre) water line easement out of the Samuel Pharass Survey, Abstract No. 496, in Williamson County, Texas, being a portion of that tract described as 5.832 acres conveyed to Binstor LLC by Warranty Deed with Vendor's Lien dated August 7, 2020, as recorded in Document No. 2020093985, Official Public Records, Williamson County, Texas (O.P.R.W.C.T.); said 2,336 square foot (0.0536 of one acre) water line easement being more particularly described by metes and bounds as follows:

**COMMENCING** at a 1/2-inch iron rod found at the southwest corner of said 5.832 acre tract and the northwest corner of that tract described as 3.06 acres conveyed to S Dowdy, Inc. by Warranty Deed with Vendor's Lien dated June 20, 2013, as recorded in Document No. 2013058136, O.P.R.W.C.T., said 3.06 acre tract being further described in Document No. 2004044175, O.P.R.W.C.T.;

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

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

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

Page 2 of 4  
 November 15, 2021

### PROPERTY DESCRIPTION FOR EASEMENT 5E

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

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

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

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

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

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

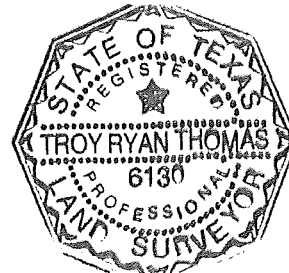
WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, this the 15th day of November, 2021 A.D.

SURVEYED BY:

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

*T.R. Thomas*

11/15/2021



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

FOUND TxDOT TYPE I MONUMENT  
FOUND IRON ROD (1/2" UNLESS NOTED)  
FOUND IRON PIPE (1/2" UNLESS NOTED)  
CALCULATED POINT, NOT SET  
IRON ROD W/ "MCGRAY & MCGRAY"  
CAP SET (UNLESS NOTED)  
RECORD INFORMATION  
PROPERTY LINE (OWNERSHIP DIVISION)  
APPROXIMATE SURVEY LINE  
DEED LINE (OWNERSHIP IN COMMON)

P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
R.O.W.	RIGHT-OF-WAY
N.T.S.	NOT TO SCALE
B.L.	BUILDING SETBACK LINE
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
P.R.W.C.T.	PARCEL NUMBER FOR R.O.W. ACQUISITION
	(1)

NOTES:

1. ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983. 2011 ADJUSTMENT. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A COMBINED ADJUSTMENT FACTOR OF 1.00011. UNITS: U.S. SURVEY FEET.
2. THIS SURVEY WAS PREPARED WITH THE BENEFIT OF A TITLE COMMITMENT PROVIDED BY TITLE RESOURCES GUARANTY COMPANY IN NOVEMBER 2021.
3. ABSTRACTING AND FIELD SURVEYING WERE PERFORMED FROM JANUARY 2020 THROUGH OCTOBER 2021.
4. PLANTMETRICS SHOWN HEREON WERE COLLECTED BETWEEN SEPTEMBER 2017 AND OCTOBER 2021.
5. THIS PARCEL PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.
5. RIGHT-OF-ENTRY WAS UNABLE TO BE OBTAINED AT THE TIME OF SURVEY. MONUMENTS ALONG THE PROPOSED R.O.W. LINE WERE UNABLE TO BE SET WHERE NOTED.

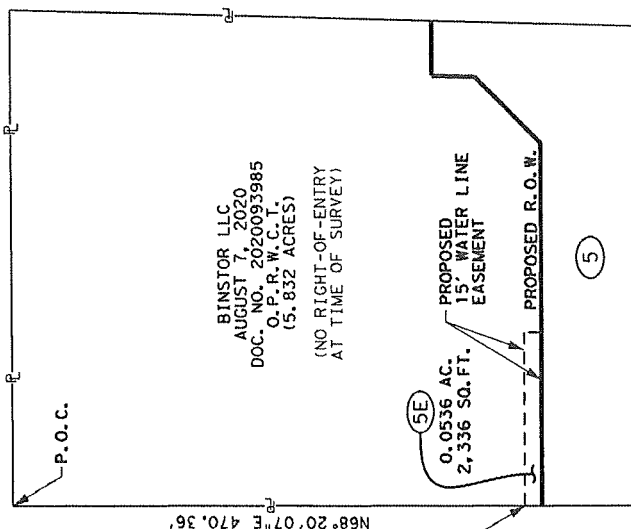
I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

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

11/15/2021

DATE \_\_\_\_\_

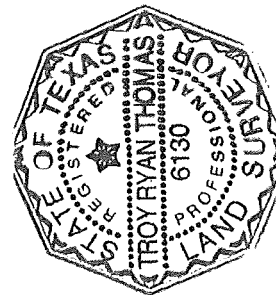
SAMUEL PHARASS SURVEY  
ABSTRACT NO. 495



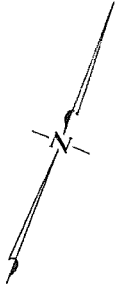
EXISTING R. O. W.

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

PROPERTY INSET  
NOT TO SCALE



PAGE 3 OF 4



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

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

1. EASEMENT AND EASEMENT RIGHTS AS SET OUT IN VOLUME 883, PAGE 734 AND VOLUME 942, PAGE 889 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS- DOES NOT AFFECT

## REVISIONS

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

**McGRAY & McGRAY**  
**LAND SURVEYORS, INC.**  
TBPELS SURVEY FIRM # 10095500  
3301 HANCOCK DRIVE #6  
AUSTIN, TEXAS 78731  
(512) 451-8591  
[www.mcgray.com](http://www.mcgray.com)

PARCEL PLAT SHOWING  
PROPOSED EASEMENT AT  
PARCEL 5E

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

DATE: NOVEMBER 2021

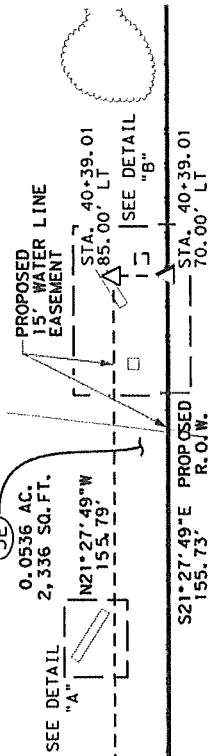
# SAMUEL PHARASS SURVEY ABSTRACT NO. 496

P.O.C.  
PARCEL 5E

S. DOWDY, INC.  
JUNE 20, 2013  
DOC. NO. 2013058136  
O.P.R. DESCRIBED IN  
FURTHER DESCRIBED IN  
DOC. NO. 200404175  
O.P.R. W.C.T.  
(3.06 ACRES)

BINSTOR LLC  
AUGUST 7, 2020  
DOC. NO. 2020093985  
O.P.R. W.C.T.  
(5.832 ACRES)  
(NO RIGHT-OF-ENTRY  
AT TIME OF SURVEY)

P.O.B.  
PARCEL 5E  
N=10,191.510.54  
E=3,205.783.77  
STA. 38+83.22  
85.00' LT



(5)

SEE DETAIL  
"A"

ENGINEER'S BASELINE  
N21°27'49"W 2,449.39' 41+00

DRIVEWAY

EXISTING R.O.W.

CR 366

(R.O.W. WIDTH VARIES)

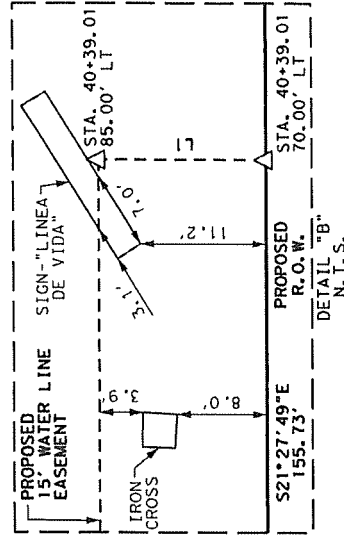
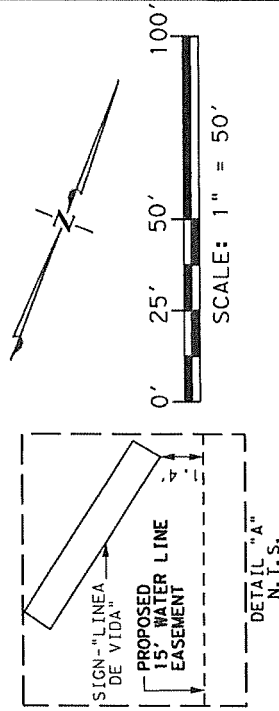
APPROXIMATE A=496  
SURVEY LINE A-65

EXISTING R.O.W.

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

W. J. BAKER SURVEY  
ABSTRACT NO. 65

PAGE 4 OF 4



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

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

PARCEL PLAT SHOWING  
PROPOSED EASEMENT AT  
PARCEL 5E

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

DATE: NOVEMBER 2021 SCALE: 1"=50'



**ELECTRONICALLY RECORDED  
OFFICIAL PUBLIC RECORDS**

**2022026947**

Pages: 11 Fee: \$62.00

03/02/2022 01:12 PM

PKINNE



*Nancy E. Rister*

Nancy E. Rister, County Clerk  
Williamson County, Texas

**WATERLINE EASEMENT**

County Road 366

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

**GRANT OF EASEMENT:**

S. DOWDY, INC., a Texas corporation ("Grantor", whether one or more), for the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, does hereby grant, sell and convey on an as-is, where-as basis, with all faults and defects, unto JONAH WATER SPECIAL UTILITY DISTRICT, whose address is 4050 FM 1660, Hutto, Texas 78634, ("Grantee"), an easement and right-of-way ("Easement") upon and across certain property totaling approximately 0.0802 acre (3,494 SF), being the property of Grantor which is more particularly described by metes and bounds and sketch in Exhibit "A" attached hereto, located in Williamson County, Texas; and incorporated herein by reference. (collectively the "Easement Tract").

TO HAVE AND TO HOLD the same perpetually to Grantee and its successors and assigns, together with the rights and privileges and on the terms and conditions set forth below.

Grantor does hereby covenant and agree to WARRANT AND FOREVER DEFEND title to the Easement herein granted, unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

**CHARACTER OF EASEMENT:**

The Easement is an easement in gross.

**PURPOSE OF EASEMENT:**

The Easement shall be used for water line purposes, including placement, construction, installation, replacement, repair, inspection, maintenance, relocation, removal, and operation of water distribution and transmission lines and related facilities and appurtenances, or making connections thereto.

The Easement shall also be used for the purpose of providing access for the operation, repair, maintenance, inspection, replacement and expansion of the water distribution and transmission lines and related facilities and appurtenances.

Additionally, Grantor hereby grants and conveys to Grantee a non-exclusive right of ingress and egress over Grantor's adjacent lands for the purpose of which this Easement is granted. However, such right shall only be exercised and allowed if access to the Easement Tract is not otherwise reasonably available from an adjacent public right of way.

**DURATION OF EASEMENT:**

The Easement shall be perpetual.

**EXCLUSIVENESS OF EASEMENT:**

The Easement shall be exclusive, and Grantor covenants that Grantor will not convey any other easement or conflicting rights within the Easement Tract. Grantor may alter or otherwise use the surface of the Easement Tract for such purposes that do not interfere with the exercise by Grantee of the rights herein granted provided that the plans for all improvements to be placed in the Easement Tract by Grantor must be approved by Grantee before the improvements are constructed, with such approval not to be unreasonably withheld. Grantee has the right to trim and cut down trees and shrubbery and to remove other improvements and structures to the extent reasonably necessary to prevent interference with the operation or repairs to Grantee's facilities in the Easement Tract, and Grantee will be held harmless by Grantor from any and all claims of Grantor if Grantee exercises such right.

**DAMAGES:**

The consideration given for this Easement constitutes payment in full for all damage sustained by Grantor by reason of the installation of the improvements referred to herein.

**ENCUMBRANCES AND LIENS:**

Grantor warrants that no person or business entity owns a present possessory interest in the fee title in the Easement Tract other than Grantor, and that there are no parties in possession of any portion of the Easement Tract as lessees. Furthermore, Grantor warrants that the Easement Tract is free and clear of all monetary encumbrances and liens except the following: N/A.

**WATER SERVICE:**

Grantee and Grantor hereby acknowledge and agree that, effective immediately upon execution of this Easement, Grantee will be deemed to be providing and will be obligated to provide Grantor water service to Grantor's property across which the Easement is located. Grantor acknowledges and agrees that Grantor's ability to receive water from Grantee is subject to payment of all fees and charges due to Grantee under its tariff for such service.

**ENTIRE AGREEMENT:**

This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representation or modification concerning this instrument shall be of no force and effect except for any subsequent modification in writing, signed by the party to be charged.

**BINDING EFFECT:**

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

**ASSIGNABILITY:**

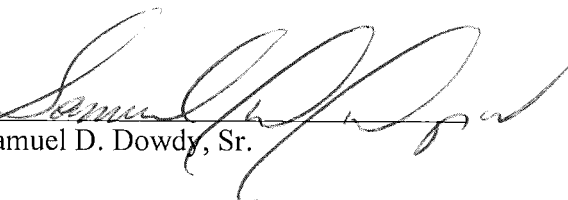
This Easement and the rights of Grantee hereunder may be assigned in whole or in part by Grantee.

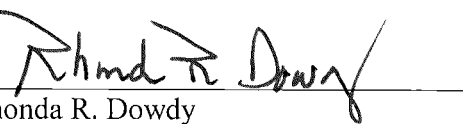
In witness whereof, this instrument is executed this 2<sup>nd</sup> day of June, 2022.

*[signature page follows]*

**GRANTOR:**

S DOWDY, INC., a Texas corporation

By:   
 Samuel D. Dowdy, Sr.

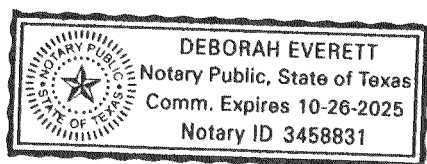
By:   
 Rhonda R. Dowdy

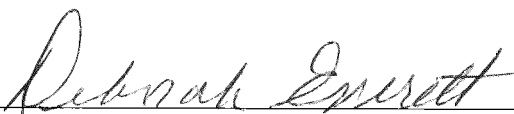
**Acknowledgment**

STATE OF TEXAS

COUNTY OF Williamson

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



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

**JOINDER AND CONSENT OF LIENHOLDER TO WATER LINE EASEMENT**

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

CLASSIC BANK, NATIONAL ASSOCIATION

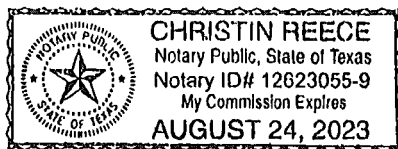
By: [Signature]  
 Name: Gary Pietsch  
 Title: EVP

**ACKNOWLEDGEMENT**

THE STATE OF TEXAS

COUNTY OF Lee

This instrument was acknowledged before me on this 29 day of April, 2022, by Gary Pietsch, the EVP of Classic Bank, National Association, known to me to be the person whose name is subscribed to the preceding instrument, and acknowledged to me that he/she executed the same for the purposes and consideration recited herein.



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

**EXHIBIT A**

County: Williamson

Page 1 of 5

Highway: County Road 366

September 15, 2021

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

**PROPERTY DESCRIPTION FOR EASEMENT 4E**

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

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

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

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

**EXHIBIT A**

County: Williamson

Page 2 of 5

Highway: County Road 366

September 15, 2021

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

**PROPERTY DESCRIPTION FOR EASEMENT 4E**

- 2) **THENCE, N 68°20'07" E**, along the north line of said 3.06 acre tract, with the south line of said 5.832 acre tract, a distance of **15.00 feet** to a 1/2-inch iron rod with a "Mcgray & Mcgray" cap set in the proposed west right-of-way line of County Road 366 (CR 366), 70.00 feet left of Engineer's Baseline Station 38+83.28, being the northeast corner of this easement;
- 3) **THENCE, S 21°27'49" E**, along the proposed west right-of-way line of CR 366, crossing said 3.06 acre tract, a distance of **232.94 feet** to a 1/2-inch iron rod with "Mcgray & Mcgray" cap set in the south line of said 3.06 acre tract and the north line of said 38.64 acre tract, 70.00 feet left of Engineer's Baseline Station 36+50.34, being the southeast corner of this easement;
- 4) **THENCE, S 68°21'58" W**, along the south line of said 3.06 acre tract and the north line of said 38.64 acre tract, a distance of **15.00 feet** to the **POINT OF BEGINNING** and containing 3,494 square feet (0.0802 of one acre) of land, more or less.

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



**EXHIBIT A**

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

Page 3 of 5  
 September 15, 2021

**PROPERTY DESCRIPTION FOR EASEMENT 4E**

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

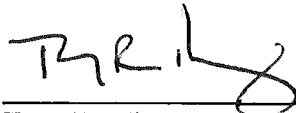
**STATE OF TEXAS**       §  
                                   §       **KNOW ALL MEN BY THESE PRESENTS:**  
**COUNTY OF TRAVIS**   §

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

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

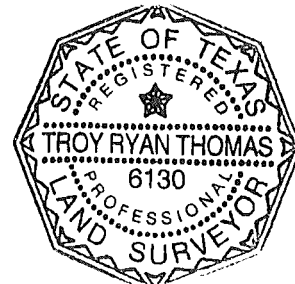
SURVEYED BY:

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



9/15/2021

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



## LEGEND

- FOUND TxDOT TYPE I MONUMENT  
 FOUND IRON ROD (1/2" UNLESS NOTED)  
 FOUND IRON PIPE (1/2" UNLESS NOTED)  
 CALCULATED POINT, NOT SET  
 1/2" IRON ROD W/ "MCGRAY & MCGRAY"  
 CAP SET (UNLESS NOTED)  
 RECORD INFORMATION  
 PROPERTY LINE (OWNERSHIP DIVISION)  
 APPROXIMATE SURVEY LINE  
 DEED LINE (OWNERSHIP IN COMMON)  
 DISTANCE NOT TO SCALE (N.T.S.)

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.

PLAT RECORDS WILLIAMSON

COUNTY, TEXAS

PLAT RECORDS WILLIAMSON

COUNTY, TEXAS

PARCEL NUMBER FOR

R.O.W. ACQUISITION

NOTES:

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

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

*Troy R. Thomas*

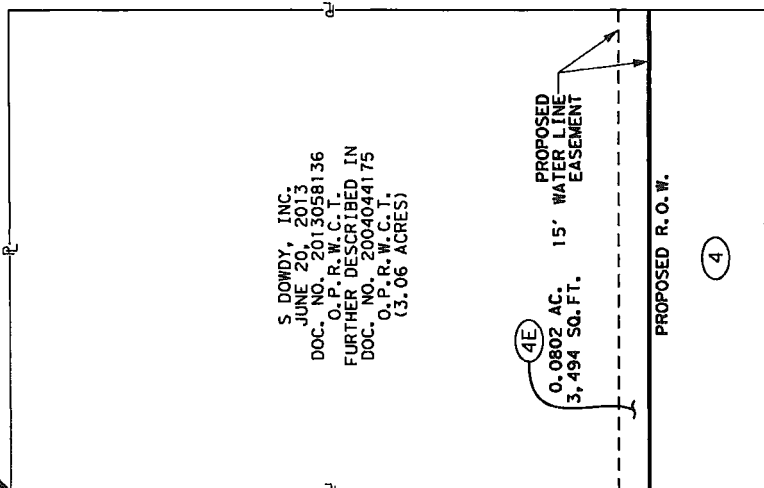
TROY R. THOMAS, REGISTERED PROFESSIONAL  
 LAND SURVEYOR NO. 6130

9/15/2021

DATE

SAMUEL PHARASS SURVEY  
ABSTRACT NO. 496

P.O.C.



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

PROPOSED  
 15' WATER LINE  
 EASEMENT

0.0802 AC.  
 3,494 SQ. FT.

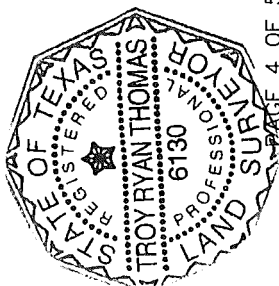
PROPOSED R.O.W.

(4)

EXISTING R.O.W.

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

PROPERTY INSET  
 NOT TO SCALE



PAGE 4 OF 5

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

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

## REVISIONS

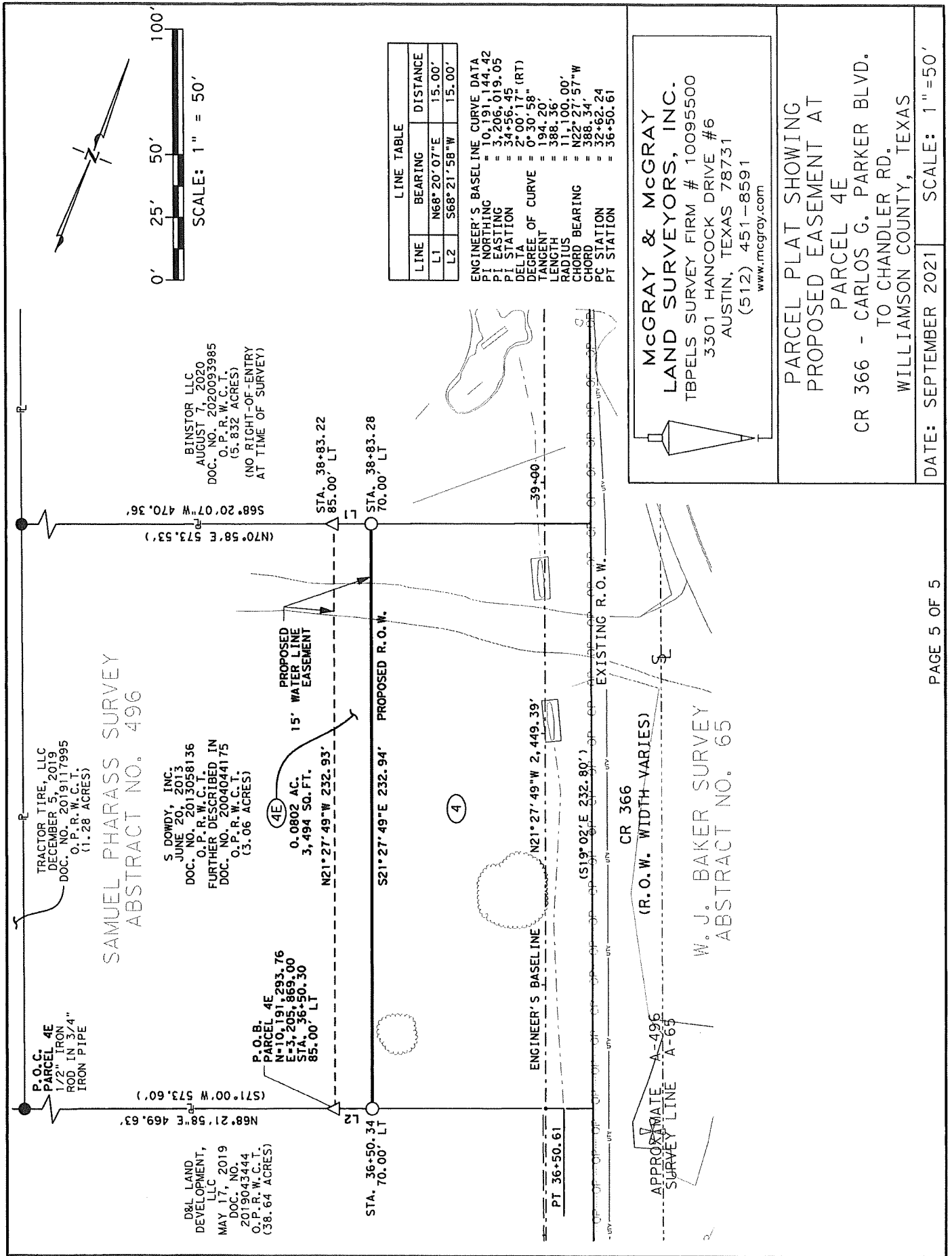
DEED	ACQUISITION	REMAINING LT
3.06 AC. (133,294 SQ. FT.)	N/A	2.59 AC. (112,657 SQ. FT.)

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

PARCEL PLAT SHOWING  
 PROPOSED EASEMENT AT  
 PARCEL 4E

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

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



**ELECTRONICALLY RECORDED  
OFFICIAL PUBLIC RECORDS**

**2022068179**

Pages: 11 Fee: \$62.00

06/02/2022 03:12 PM

MBARRICK



*Nancy E. Rister*

Nancy E. Rister, County Clerk  
Williamson County, Texas

**WATERLINE EASEMENT**

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

**GRANT OF EASEMENT:**

PAUL A. KROSCHESKY ("Grantor", whether one or more), for the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, does hereby grant, sell and convey unto JONAH WATER SPECIAL UTILITY DISTRICT, whose address is 4050 FM 1660, Hutto, Texas 78634, ("Grantee"), an easement and right-of-way ("Easement") upon and across one parcel totaling approximately 0.0302 acre (1,314 SF), being the property of Grantor which is more particularly described by metes and bounds and sketch in Exhibit "A" attached hereto, located in Williamson County, Texas; and incorporated herein by reference. (collectively the "Easement Tract").

TO HAVE AND TO HOLD the same perpetually to Grantee and its successors and assigns, together with the rights and privileges and on the terms and conditions set forth below.

Grantor does hereby covenant and agree to WARRANT AND FOREVER DEFEND title to the Easement herein granted, unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

**CHARACTER OF EASEMENT:**

The Easement is an easement in gross.

**PURPOSE OF EASEMENT:**

The Easement shall be used for water line purposes, including placement, construction, installation, replacement, repair, inspection, maintenance, relocation, removal, and operation of water distribution and transmission lines and related facilities and appurtenances, or making connections thereto.

The Easement shall also be used for the purpose of providing access for the operation, repair, maintenance, inspection, replacement and expansion of the water distribution and transmission lines and related facilities and appurtenances.

Additionally, Grantor hereby grants and conveys to Grantee a non-exclusive right of ingress and egress over Grantor's adjacent lands for the purpose of which this Easement is granted. However, such right shall only be exercised and allowed if access to the Easement Tract is not otherwise reasonably available from an adjacent public right of way.

**Recorded By: 30T-149304/SSB**

**DURATION OF EASEMENT:**

The Easement shall be perpetual.

**EXCLUSIVENESS OF EASEMENT:**

The Easement shall be exclusive, and Grantor covenants that Grantor will not convey any other easement or conflicting rights within the Easement Tract. Grantor may alter or otherwise use the surface of the Easement Tract for such purposes that do not interfere with the exercise by Grantee of the rights herein granted provided that the plans for all improvements to be placed in the Easement Tract by Grantor must be approved by Grantee before the improvements are constructed, with such approval not to be unreasonably withheld. Grantee has the right to trim and cut down trees and shrubbery and to remove other improvements and structures to the extent reasonably necessary to prevent interference with the operation or repairs to Grantee's facilities in the Easement Tract, and Grantee will be held harmless by Grantor from any and all claims of Grantor if Grantee exercises such right.

**DAMAGES:**

The consideration given for this Easement constitutes payment in full for all damage sustained by Grantor by reason of the installation of the improvements referred to herein.

**ENCUMBRANCES AND LIENS:**

Grantor warrants that no person or business entity owns a present possessory interest in the fee title in the Easement Tract other than Grantor, and that there are no parties in possession of any portion of the Easement Tract as lessees. Furthermore, Grantor warrants that the Easement Tract is free and clear of all encumbrances and liens except the following: \_\_\_\_\_

**WATER SERVICE:**

Grantee and Grantor hereby acknowledge and agree that, effective immediately upon execution of this Easement, Grantee will be deemed to be providing and will be obligated to provide Grantor water service to Grantor's property across which the Easement is located. Grantor acknowledges and agrees that Grantor's ability to receive water from Grantee is subject to payment of all fees and charges due to Grantee under its tariff for such service.

**ENTIRE AGREEMENT:**

This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representation or modification concerning this instrument shall be of no force and effect except for any subsequent modification in writing, signed by the party to be charged.

**BINDING EFFECT:**

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

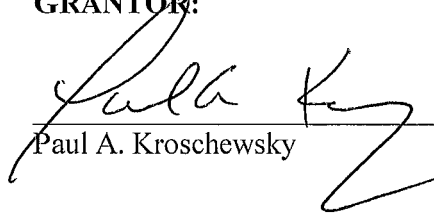
**ASSIGNABILITY:**

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

In witness whereof, this instrument is executed this 13 day of July, 2021.

*[signature page follows]*

GRANTOR:

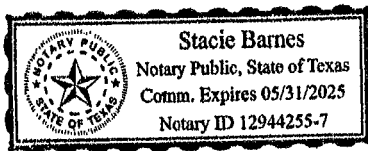
  
\_\_\_\_\_  
Paul A. Kroschewsky

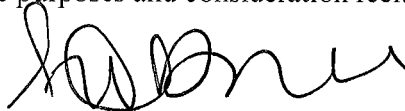
**Acknowledgment**

STATE OF TEXAS

COUNTY OF Williamson

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





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

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

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



## Exhibit "A "

County: Williamson

Page 1 of 5

Highway: County Road 366

June 24, 2021

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

### PROPERTY DESCRIPTION FOR EASEMENT 15E

**DESCRIPTION OF** a 1,314 square foot (0.0302 of one acre) water line easement out of the W.J. Baker Survey, Abstract No. 65, in Williamson County, Texas, and being a portion of that tract described as 26.172 acres conveyed to Paul A. Kroschewsky (1/2 Interest) by Warranty Deed dated February 22, 2019, as recorded in Document No. 2019014336, Official Public Records, Williamson County, Texas (O.P.R.W.C.T.), and being a remaining portion of a 78.515 acre tract conveyed to Paul A. Kroschewsky (1/2 Interest) by General Warranty Deed dated May 22, 2017, as recorded in Document No. 2017047195, O.P.R.W.C.T.; said 1,314 square foot (0.0302 of one acre) water line easement being more particularly described by metes and bounds as follows:

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

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

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

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

Page 2 of 5  
 June 24, 2021

### PROPERTY DESCRIPTION FOR EASEMENT 15E

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

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

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

Page 3 of 5  
 June 24, 2021

### PROPERTY DESCRIPTION FOR EASEMENT 15E

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

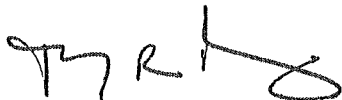
STATE OF TEXAS       §  
                                   §       KNOW ALL MEN BY THESE PRESENTS:  
 COUNTY OF TRAVIS   §

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

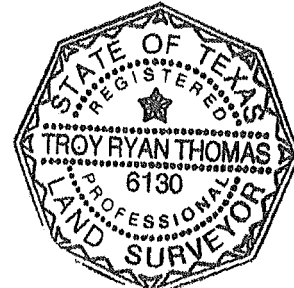
WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, this the 24th day of June, 2021 A.D.

SURVEYED BY:

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



6/24/2021



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

## LEGEND

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

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

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

BUILDING SETBACK LINE  
 DEED RECORDS WILLIAMSON  
 COUNTY, TEXAS

OFFICIAL RECORDS WILLIAMSON  
 COUNTY, TEXAS

OFFICIAL PUBLIC RECORDS  
 WILLIAMSON COUNTY, TEXAS

PLAT RECORDS WILLIAMSON  
 COUNTY, TEXAS

PARCEL NUMBER FOR  
 R.O.W. ACQUISITION

(1)

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

APPROXIMATE A-496  
 SURVEY LINE A-65

EXISTING R.O.W.

(15)

PROPOSED R.O.W.  
 PROPOSED 15' WATER LINE  
 EASEMENT

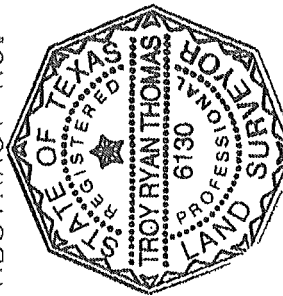
EXISTING 568' 23' 40" W  
 R.O.W. 749' 77"

P.O.B.  
 PARCEL 15E

P.O.C.  
 PARCEL 15E

PROPERTY INSET  
 NOT TO SCALE

W. J. BAKER SURVEY  
 ABSTRACT NO. 65



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

*Troy R. Thomas*

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

6/24/2021

DATE

PAGE 4 OF 5

## 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 TEXAS NATIONAL TITLE, INC. IN JUNE 2021.
- ABSTRACTING AND FIELD SURVEYING WERE PERFORMED FROM JANUARY 2020 THROUGH MAY 2021.
- PLANIMETRICS SHOWN HEREON WERE COLLECTED BETWEEN SEPTEMBER 2017 AND DECEMBER 2017.
- THIS PARCEL PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.

SAMUEL PHARASS SURVEY  
 ABSTRACT NO. 496

(15)

APPROXIMATE A-496  
 SURVEY LINE A-65

(15)

EXISTING R.O.W.

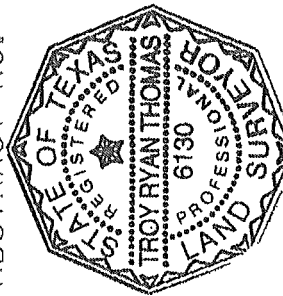
PROPOSED R.O.W.  
 PROPOSED 15' WATER LINE  
 EASEMENT

EXISTING 568' 23' 40" W  
 R.O.W. 749' 77"

P.O.B.  
 PARCEL 15E

PROPERTY INSET  
 NOT TO SCALE

W. J. BAKER SURVEY  
 ABSTRACT NO. 65



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

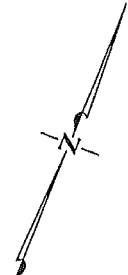
*Troy R. Thomas*

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

6/24/2021

DATE

PAGE 4 OF 5



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

- THE FOLLOWING MATTERS AND ALL TERMS OF THE DOCUMENTS CREATING OR OFFERING EVIDENCE OF THE MATTERS:
- TEXAS POWER & LIGHT COMPANY ELECTRIC EASEMENT AS DESCRIBED IN VOLUME 281, PAGE 313, DEED RECORDS, WILLIAMSON COUNTY, TEXAS- UNABLE TO PLOT
- TEXAS POWER & LIGHT COMPANY ELECTRIC EASEMENT AS DESCRIBED IN VOLUME 328, PAGE 34, DEED RECORDS, WILLIAMSON COUNTY, TEXAS- UNABLE TO PLOT
- JONAH WATER SUPPLY CORP. WATER LINE EASEMENT AS DESCRIBED IN VOLUME 564, PAGE 63, DEED RECORDS, WILLIAMSON COUNTY, TEXAS- UNABLE TO PLOT
- ALL TERMS, CONDITIONS, AND PROVISIONS OF THAT CERTAIN PROPERTY AGREEMENT RECORDED IN DOCUMENT NO. 2017047192, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS- DOES NOT AFFECT

## REVISIONS

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

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

PARCEL PLAT SHOWING  
 PROPOSED EASEMENT AT

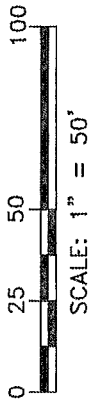
PARCEL 15E

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

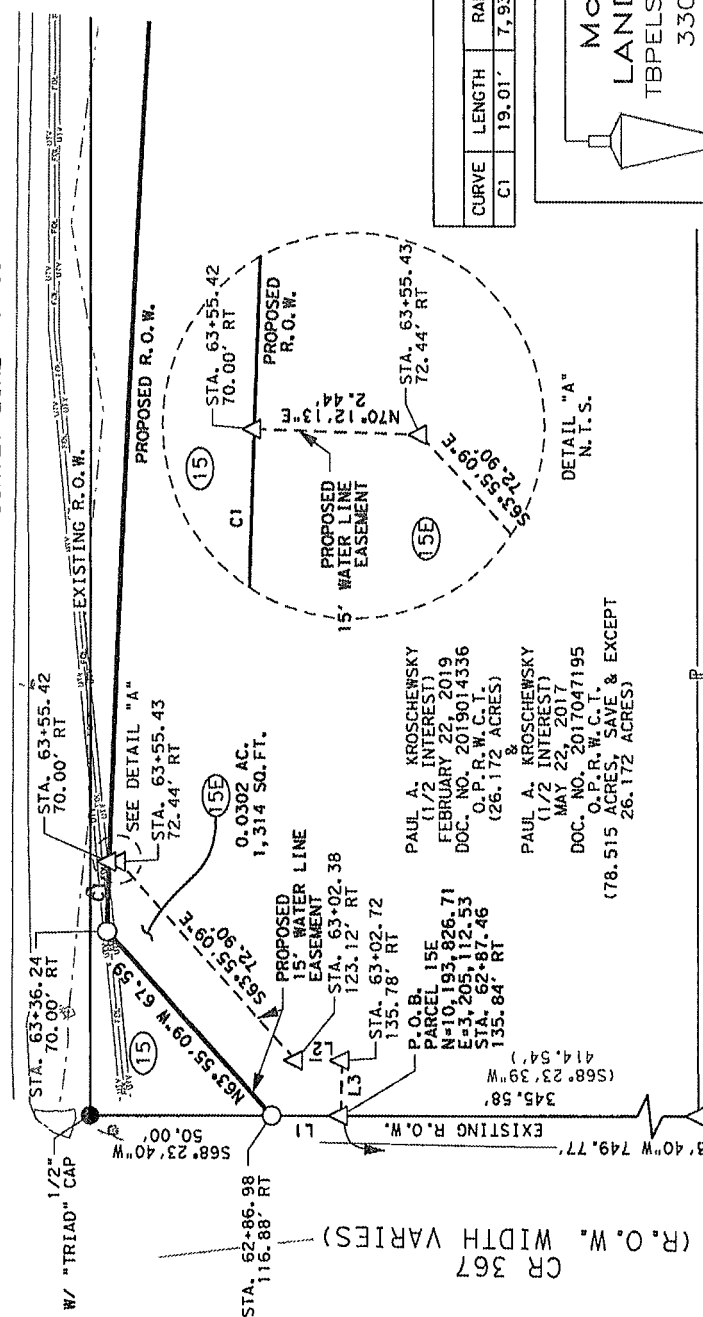
WILLIAMSON COUNTY, TEXAS

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

# SAMUEL PHARASS SURVEY ABSTRACT NO. 496



ENGINEER'S BASELINE  
EXISTING R.O.W.  
CR 366  
(R.O.W. WIDTH VARIES)  
APPROXIMATE A-495  
SURVEY LINE A-65



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

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

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)

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

W. J. BAKER SURVEY  
ABSTRACT NO. 65

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

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

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

DATE: JUNE 2021 SCALE: 1"=50'

**ELECTRONICALLY RECORDED  
OFFICIAL PUBLIC RECORDS**

**2021109690**

Pages: 10 Fee: \$53.00

07/22/2021 08:19 AM



*Nancy E. Rister*

Nancy E. Rister, County Clerk  
Williamson County, Texas

**WATERLINE EASEMENT**

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

**GRANT OF EASEMENT:**

JACK DALE HALL and CYNTHIA D. SURLES-HALL ("Grantor", whether one or more), for the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, does hereby grant, sell and convey unto JONAH WATER SPECIAL UTILITY DISTRICT, whose address is 4050 FM 1660, Hutto, Texas 78634, ("Grantee"), an easement and right-of-way ("Easement") upon and across certain property totaling approximately 0.0659 acre (2,871 SF), being the property of Grantor which is more particularly described by metes and bounds and sketch in Exhibit "A" attached hereto, located in Williamson County, Texas; and incorporated herein by reference. (collectively the "Easement Tract").

TO HAVE AND TO HOLD the same perpetually to Grantee and its successors and assigns, together with the rights and privileges and on the terms and conditions set forth below.

Grantor does hereby covenant and agree to WARRANT AND FOREVER DEFEND title to the Easement herein granted, unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

**CHARACTER OF EASEMENT:**

The Easement is an easement in gross.

**PURPOSE OF EASEMENT:**

The Easement shall be used for water line purposes, including placement, construction, installation, replacement, repair, inspection, maintenance, relocation, removal, and operation of water distribution and transmission lines and related facilities and appurtenances, or making connections thereto.

The Easement shall also be used for the purpose of providing access for the operation, repair, maintenance, inspection, replacement and expansion of the water distribution and transmission lines and related facilities and appurtenances.

Additionally, Grantor hereby grants and conveys to Grantee a non-exclusive right of ingress and egress over Grantor's adjacent lands for the purpose of which this Easement is granted. However, such right shall only be exercised and allowed if access to the Easement Tract is not otherwise reasonably available from an adjacent public right of way.

**DURATION OF EASEMENT:**

The Easement shall be perpetual.

**EXCLUSIVENESS OF EASEMENT:**

The Easement shall be exclusive, and Grantor covenants that Grantor will not convey any other easement or conflicting rights within the Easement Tract. Grantor may alter or otherwise use the surface of the Easement Tract for such purposes that do not interfere with the exercise by Grantee of the rights herein granted provided that the plans for all improvements to be placed in the Easement Tract by Grantor must be approved by Grantee before the improvements are constructed, with such approval not to be unreasonably withheld. Grantee has the right to trim and cut down trees and shrubbery and to remove other improvements and structures to the extent reasonably necessary to prevent interference with the operation or repairs to Grantee's facilities in the Easement Tract, and Grantee will be held harmless by Grantor from any and all claims of Grantor if Grantee exercises such right.

**DAMAGES:**

The consideration given for this Easement constitutes payment in full for all damage sustained by Grantor by reason of the installation of the improvements referred to herein.

**ENCUMBRANCES AND LIENS:**

Grantor warrants that no person or business entity owns a present possessory interest in the fee title in the Easement Tract other than Grantor, and that there are no parties in possession of any portion of the Easement Tract as lessees. Furthermore, Grantor warrants that the Easement Tract is free and clear of all encumbrances and liens except the following: - 0 - 24

**WATER SERVICE:**

Grantee and Grantor hereby acknowledge and agree that, effective immediately upon execution of this Easement, Grantee will be deemed to be providing and will be obligated to provide Grantor water service to Grantor's property across which the Easement is located. Grantor acknowledges and agrees that Grantor's ability to receive water from Grantee is subject to payment of all fees and charges due to Grantee under its tariff for such service.

**ENTIRE AGREEMENT:**

This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representation or modification concerning this instrument shall be of no force and effect except for any subsequent modification in writing, signed by the party to be charged.



**BINDING EFFECT:**

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

**ASSIGNABILITY:**

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

In witness whereof, this instrument is executed this 24<sup>th</sup> day of Sept, 2021.

*[signature page follows]*

**GRANTOR:**

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

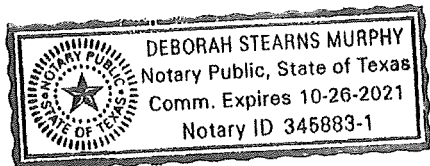
**Acknowledgment**

STATE OF TEXAS

COUNTY OF


Williamson

This instrument is acknowledged before me on the 24<sup>th</sup> day of September 2021,  
by Cynthia D. Surles Hall, in the capacity and for the purposes and consideration recited herein.



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

**GRANTOR:**

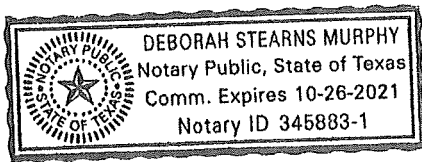
  
\_\_\_\_\_  
Jack Dale Hall

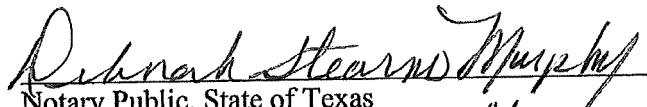
**Acknowledgment**

STATE OF TEXAS

COUNTY OF Williamson

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



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

**EXHIBIT A**

County: Williamson

Page 1 of 7

Highway: County Road 366

September 13, 2021

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

**PROPERTY DESCRIPTION FOR EASEMENT 14E**

**DESCRIPTION OF** a 2,871 square foot (0.0659 of one acre) water line easement consisting of two parts out of the W.J. Baker Survey, Abstract No. 65, in Williamson County, Texas, and being a portion of the remainder of that tract described as 5.76 acres conveyed to Jack Dale Hall and wife, Cynthia D. Surles-Hall by Warranty Deed with Vendor's Lien dated August 7, 2003, as recorded in Document No. 2003077883, Official Public Records, Williamson County, Texas (O.P.R.W.C.T.); said 2,871 square foot (0.0659 of one acre) water line easement being more particularly described in two parts by metes and bounds as follows:

**PART 1**

**COMMENCING** at a 1/2-inch iron rod found at the southeast corner of said remainder of 5.76 acre tract, being in the north line of the remainder of that tract described as 10 acres conveyed to Ronnie C. Zett by Warranty Deed dated September 10, 1991, as recorded in Volume 2055, Page 308, Official Records, Williamson County, Texas (O.R.W.C.T.), from which a 1/2-inch iron rod found at the northeast corner of said remainder of 5.76 acre tract, being in the south margin of County Road 367 (CR 367, varying width), bears N 21°30'06" W, a distance of 559.54 feet;

**THENCE**, S 68°02'29" W, along the south line of said remainder of 5.76 acre tract, with the north line of said remainder of 10 acre tract, a distance of 391.17 feet to a point, being the southeast corner of this easement, for the **POINT OF BEGINNING**, 122.42 feet right of Engineer's Baseline Station 56+73.68, and having Surface Coordinates of North=10,193,252.72, East=3,205,321.66;

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

**EXHIBIT A**

County: Williamson

Page 2 of 7

Highway: County Road 366

September 13, 2021

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

**PROPERTY DESCRIPTION FOR EASEMENT 14E**

- 2) **THENCE, N 21°34'16" W**, along the west line of said remainder of 5.76 acre tract and the east line of said 0.0567 acre Williamson County, Texas tract, with the east margin of CR 366, a distance of **34.45 feet** to a 1/2-inch iron rod with a "McGray & McGray" cap set, 107.36 feet right of Engineer's Baseline Station 57+08.00, being a west corner of this easement;
- 3) **THENCE, N 66°27'49" W**, continuing along the west line of said remainder of 5.76 acre tract and the east line of said 0.0567 acre Williamson County, Texas tract, with the east margin of CR 366, a distance of **61.31 feet** to a 1/2-inch iron rod with a "McGray & McGray" cap set at a corner in the west line of said remainder of 5.76 acre tract, being the northwest corner of said 0.0567 acre Williamson County, Texas tract, 64.00 feet right of Engineer's Baseline Station 57+51.35, being a west corner of this easement;
- 4) **THENCE, N 20°55'47" W**, continuing along the west line of said remainder of 5.76 acre tract and the east margin of CR 366, a distance of **21.02 feet** to a point, 64.20 feet right of Engineer's Baseline Station 57+72.37, being the northwest corner of this easement;
- 5) **THENCE, S 66°27'49" E**, crossing said remainder of 5.76 acre tract, a distance of **82.23 feet** to a point, 122.34 feet right of Engineer's Baseline Station 57+14.22, being an east corner of this easement;
- 6) **THENCE, S 21°34'16" E**, crossing said remainder of 5.76 acre tract, a distance of **40.55 feet** to the **POINT OF BEGINNING** and containing 1,639 square feet (0.0376 acres), more or less.

**PART 2**

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

**EXHIBIT A**

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

Page 3 of 7  
 September 13, 2021

**PROPERTY DESCRIPTION FOR EASEMENT 14E**

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

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

Part 1	1,639 square feet (0.0376 of one acre)
Part 2	<u>1,232 square feet (0.0283 of one acre)</u>
<b>Total</b>	<b>2,871 square feet (0.0659 of one acre)</b>

**EXHIBIT A**

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

Page 4 of 7  
 September 13, 2021

**PROPERTY DESCRIPTION FOR EASEMENT 14E**

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

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

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

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

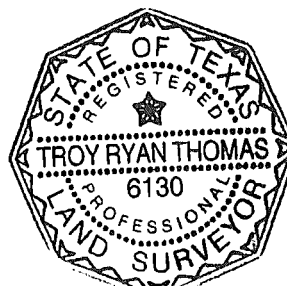
WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, this the 13th day of September, 2021 A.D.

SURVEYED BY:

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

*T R Thomas*

9/13/2021



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

## LEGEND

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

(XXX)

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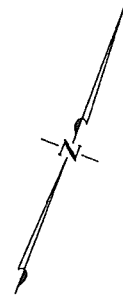
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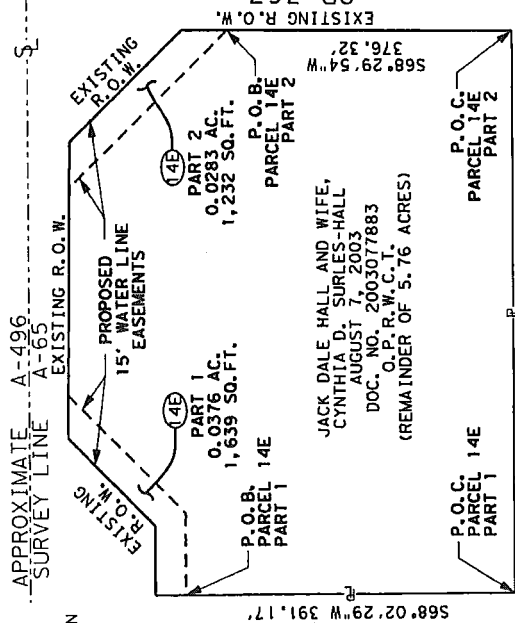
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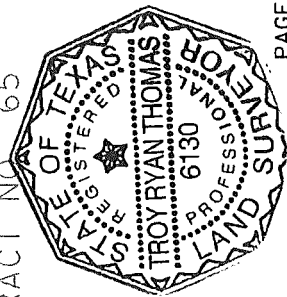
# SAMUEL PHARASS SURVEY ABSTRACT NO. 496

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



PROPERTY INSET  
NOT TO SCALE

W. J. BAKER SURVEY  
ABSTRACT NO. 65



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

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

9/13/2021

DATE

PAGE 5 OF 7

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

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

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

## REVISIONS

TOTAL OF PART 1 AND PART 2

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

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

PARCEL PLAT SHOWING  
PROPOSED EASEMENT AT  
PARCEL 14E

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

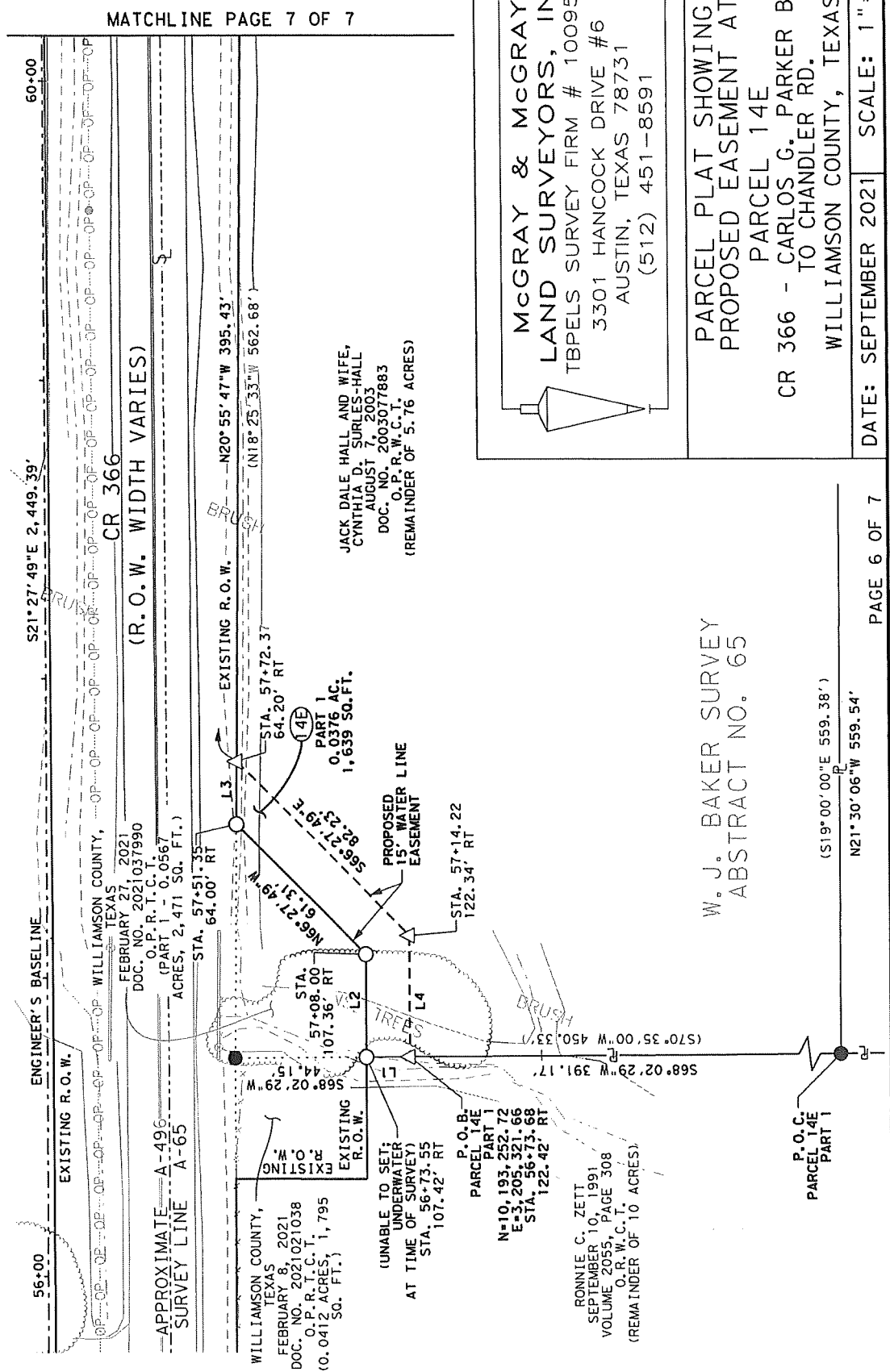
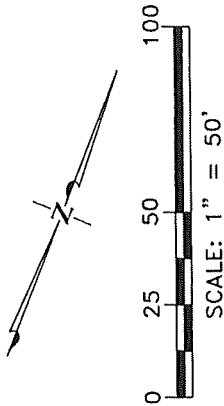
DATE: SEPTEMBER 2021 SCALE: N.T.S.



# SAMUEL PHARASS SURVEY ABSTRACT NO. 496

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

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



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

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

DATE: SEPTEMBER 2021 SCALE: 1" = 50'

# W. J. BAKER SURVEY ABSTRACT NO. 65

(S19°00'00"E 559.38')

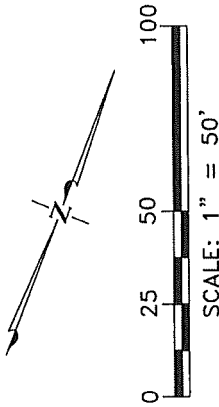
PAGE 6 OF 7

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

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

P.O.C.  
PARCEL 14E  
PART 1

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



S21°27'49"E  
2,449.39'

**ENGINEER'S BASELINE  
EXISTING R.O.W.**

ENGINEER'S BASELINE 62+00 CR 366 (R.O.W. WIDTH VARIES)

WILLIAMSON COUNTY, TEXAS  
FEBRUARY 27, 2021  
DOC. NO. 2021037990  
O. P. R. T. C. T.  
(PART 2 - 0.0255 ACRES, 1,110 SQ. FT.)  
STA. 61+68.30  
67.66' RT  
STA. 61+89.82  
67.66' RT  
WILLIAMSON COUNTY, TEXAS  
JULY 13, 2021  
DOC. NO. 202109689  
O. P. R. T. C. T.

WILLIAMSON COUNTY, TEXAS  
JULY 13, 2021  
DOC. NO. 202109689  
O.P.R. T.C.T.

(N18°25'33"W 562.68')

18-21 EXISTING R.O.W. PAUL A. KROSCHIEWSKY  
(1/2 INTEREST)  
FEBRUARY 22, 2019  
DOC. NO. 2019014336  
O.P.R.W.C.T.  
(REMAINDER OF 26.172 AC)

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

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

PROPOSED  
15' WATER LINE  
EASEMENT

CR 367  
(R.O.W. WIDTH V  
EXISTING R.O.W.

P.O.B.  
PARCEL 14E  
PART 2  
N=10, 193, 781.66  
E=3, 205, 129.23  
STA. 62+38.58  
135.83' RT

(S19° 00' 00" E 559.38')

N21° 30' 06" W 559.54'

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

ENGINEER'S BASELINE DATA	
PI NORTHING	= 10,133,988.96
PI EASTING	= 3,204,900.23
PI STATION	= 65+71.01 (RT)
DELTA	= 55+41.01
DEGREE OF CURVE	= 0+42.58"
TANGENT	= 413.06
LENGTH	= 825.39
RADIUS	= 8,000.00'
CHORD BEARING	= N18°33'42"W
CHORD	= 825.03
PC STATION	= 61+00.00
PT STATION	= 69+25.39

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

PARCEL PLAT SHOWING  
PROPOSED EASEMENT AT

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

PAGE 7 OF 7

DATE: SEPTEMBER 2021 SCALE: 1" = 50'

MATCHLINE PAGE 6 OF 7

W. J. BAKER SURVEY  
ABSTRACT NO. 65

**ELECTRONICALLY RECORDED  
OFFICIAL PUBLIC RECORDS**

**2022062237**

Pages: 13 Fee: \$70.00

05/19/2022 01:10 PM

MBARRICK



*Nancy E. Rister*

Nancy E. Rister, County Clerk  
Williamson County, Texas