

# Sheets & Crossfield, P.C.

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ATTORNEYS AT LAW

309 East Main Street • Round Rock, TX 78664-5246

Phone 512-255-8877 • fax 512-255-8986

August 11, 2010

Doug Lewis  
Rex Bohls  
1301 South IH-35, Suite 200  
Austin, Texas 78741

Re: US 183 expansion project  
Eden Rose, Ltd.—CTSUD waterline easement

Dear Doug and Rex:

Please allow this letter to set out my understanding regarding our agreement for the purchase of an additional waterline easement area for Chisholm Trail due to the location of the proposed drainage easement and box culvert flow in connection with the State/County's US183 expansion north of the San Gabriel River.

In return for granting a waterline easement in and to approximately 0.136 acre, Williamson County will pay the sum of \$14,802.50 (5,921SF x \$5.50/SF x 50% of rights). The form of the easement will be as shown in Exhibit "A" attached.

If this meets with your understanding please have the appropriate person execute this letter on behalf of Eden Rose, Ltd., and we will have this executed by the judge and process this for payment as quickly as possible.

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

Very truly yours,



Don Childs  
Sheets & Crossfield, P.C.

AGREED:

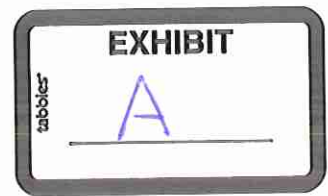
EDEN ROSE, LTD.  
a Texas limited partnership

By: R. D. Boh

Its: Pres. of Gen. Ptn.

WILLIAMSON COUNTY, TEXAS

\_\_\_\_\_  
Dan A. Gattis  
County Judge



## WATER LINE EASEMENT AND RIGHT-OF-WAY

**STATE OF TEXAS** §  
§  
**COUNTY OF WILLIAMSON** §

**DATE:** \_\_\_\_\_, 2010

**GRANTOR:** Eden Rose, Ltd.

**GRANTOR'S MAILING ADDRESS:** \_\_\_\_\_  
 \_\_\_\_\_

**GRANTEE:** Chisholm Trail Special Utility District, a conservation and reclamation district of the State of Texas

**GRANTEE'S MAILING ADDRESS:** P. O. Box 249  
Florence, Texas 76527

**CONSIDERATION:** Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

**EASEMENT PROPERTY:** That certain tract of land which is described in the attached Exhibit A, which includes field note description and plat, and which is incorporated herein and made a part hereof for all purposes (the "Permanent Easement Tract"), also referred to herein as the "EASEMENT PROPERTY."

**PROJECT:** Water lines and all necessary or desirable facilities, equipment and appurtenances thereto including, without limitation, valves, meters and communication lines and related facilities. In the event Grantee constructs an additional water line or lines in the future after construction of an initial water line, any such line or lines shall be constructed adjacent to and generally parallel with the first water line laid by Grantee within the Permanent Easement Tract.

**GRANT:** Grantor, for the CONSIDERATION paid to Grantor by Grantee, hereby grants, sells, and conveys to Grantee an exclusive easement (as defined below) and right-of-way in, upon, under, over and across the EASEMENT PROPERTY, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold to Grantee and Grantee's successors and assigns forever. The easement, right-of-way, rights, and privileges herein granted in the Permanent Easement Tract shall be used for the purposes of excavating for, laying, constructing, placing, operating, maintaining, reconstructing, replacing, rebuilding, upgrading, renewing, removing, inspecting, patrolling, changing, modifying, or repairing the PROJECT, or any part of the PROJECT, and making connections therewith.

**Other Rights Granted to Grantee:** Grantee shall have such other right and benefits necessary and/or convenient for the full enjoyment and use of the rights herein granted, including without limitation, (1) the reasonable right of ingress and egress over and across the area encompassed by the EASEMENT PROPERTY but only to the extent that ingress or egress is not reasonably available or adequate from a public right-of-way; (2) the reasonable right from time to time to remove any and all paving, undergrowth and other obstructions that may injure Grantee's facilities and appurtenances in the Permanent Easement Tract or interfere with the exercise of Grantee's authorized rights (subject to the obligation of Grantee to repair improvements as provided below); and (3) the right to abandon-in-place any and all water supply lines, service lines and associated appurtenances, such that Grantee shall have no obligation or liability to Grantor or their successors or assigns to move or remove any such abandoned lines or appurtenances.

**Obligation of Grantee:** By acceptance of this grant and utilization of any rights granted hereby, Grantee agrees that it will at all times, after doing any work pursuant to the rights hereby granted, restore the surface of the EASEMENT PROPERTY to substantially the same condition as existed prior to such work taking into consideration the nature of the work being performed; and that Grantee will not do any act, or fail to do any act, that will be detrimental or create a hazard to the surface of the lands covered thereby or to the use thereof. The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the utilization by the Grantee of any rights granted herein.

**Rights of Grantor:** Grantor shall have the right to abate any unauthorized use of the EASEMENT PROPERTY by Grantee by any lawful method. Grantor, its successors and assigns shall retain the right to use the surface of the lands within the boundary lines of the EASEMENT PROPERTY, including, but not limited to, for the construction of roads, driveways, parking lots, curbs, sidewalks, fences, landscape features, and light poles; provided, however, that (1) no buildings, water quality or detention or similar drainage features, or structures of any kind that adversely impact the exercise of Grantee's easement rights hereunder shall be placed, erected or maintained thereon; and (2) such improvements shall not damage facilities located within, or materially interfere with Grantee's use and enjoyment of, the EASEMENT PROPERTY. Grantee agrees to repair damages that it causes to any of Grantor's authorized improvements within the EASEMENT PROPERTY. Grantee shall not be responsible for damage it causes to unauthorized improvements within the EASEMENT PROPERTY.

**Representations of Grantor:** Grantor represents, covenants and warrants that it has full power and authority to enter into this instrument and to convey the EASEMENT PROPERTY to Grantee.

**Habendum:** To HAVE AND HOLD the EASEMENT PROPERTY and all and singular the rights and appurtenances thereunto belonging unto Grantee, its successors and assigns.

**Warranty:** Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND, all and singular, the EASEMENT PROPERTY unto Grantee, its successors and assigns, against every person whomsoever claiming, or to claim, the same or any part thereof, by through or under Grantor, but not otherwise, subject to all matters of record.

**Successors and Assigns:** The easement rights granted hereby and of the rights, agreements and burdens pertaining thereto shall constitute a covenant running with the land and inure to the benefit of and shall be binding upon the Grantor, any other owner in the future on any part of the properties across which the EASEMENT PROPERTY runs, and the Grantee, and all of their respective successors, heirs, legal representatives, executors, administrators and assigns. Grantee's rights hereunder may be assigned in whole or in part to one or more assignees.

**Covenant of Grantor:** Grantor covenants that Grantor is the owner of the real property across which the EASEMENT PROPERTY runs and that the person signing this easement is authorized to execute the same on behalf of the owner or all the owners of all such real property.

**Exclusivity:** Grantee's rights within the Easement Property shall be exclusive except as follows: (i) Grantee's rights are subject to all easements and other instruments filed of record in the Official Records of Williamson County, Texas as of the date hereof; and (ii) Grantor may convey easement rights to the surface of the EASEMENT PROPERTY to Pedernales Electric Cooperative, provided any and all such easements shall run perpendicular to the EASEMENT PROPERTY and Grantee's water transmission lines.

*[SIGNATURE PAGE FOLLOWS]*

*[SIGNATURE PAGE TO WATER LINE EASEMENT AND RIGHT-OF-WAY]*

IN WITNESS WHEREOF, the GRANTOR has executed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

GRANTOR:

**Eden Rose, Ltd.**

By: \_\_\_\_\_,  
its General Partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF TEXAS                   §  
  §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2010, by \_\_\_\_\_, in the capacity and for the purposes and consideration recited herein

(Seal and Expiration)

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

After recording return to:  
Chisholm Trail Special Utility District  
P. O. Box 249  
Florence, Texas 78727

STATE OF TEXAS  
COUNTY OF WILLIAMSON

WATERLINE  
EASEMENT

0.136 ACRE OF LAND SITUATED IN  
JOHN B. ROBINSON SURVEY  
ABSTRACT 521  
WILLIAMSON COUNTY, TEXAS

**LEGAL DESCRIPTION**

DESCRIPTION OF A 0.136 ACRE (5,921 SQUARE FEET) TRACT SITUATED IN THE JOHN B. ROBINSON SURVEY, ABSTRACT 521, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF THAT CALLED 9.901 ACRES TRACT AS DESCRIBED IN A GENERAL WARRANTY DEED TO EDEN ROSE, LTD. AND RECORDED IN DOCUMENT NO. 2009094552 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**COMMENCING** at a 1/2-inch iron rod with plastic cap stamped "RJ SURVEYING" found for an angle point in the north right-of-way line of Whitewing Drive, a variable width right-of-way according to the plat of Summerlyn Phase P-1, a subdivision according to the plat of record in Cabinet AA, Slides 214-217, same being the south line of said 9.901 acres tract;

**THENCE** with said north right-of-way line of Whitewing Drive and said south line of the 9.901 acres tract, S68°58'28"W a distance of 0.54 feet to a point being the intersection of said north right-of-way line of Whitewing Drive and said south line of the 9.901 acres tract with the west line of a 20-foot wide Waterline Easement and Right-Of-Way to Chisholm Trail Special Utility District as recorded in Document No. 2008055388 of said Official Public Records of Williamson County, Texas, and from which a 1/2-inch iron rod with plastic cap stamped "RJ SURVEYING" found for an angle point in said north right-of-way line of Whitewing Drive and said south line of the 9.901 acres tract, bears S68°58'28"W a distance of 79.27 feet;

**THENCE** leaving said north right-of-way line of Whitewing Drive and said south line of the 9.901 acres tract, crossing said 9.901 acres tract with said west line of the 20-foot wide Waterline Easement and Right-Of-Way the following two (2) courses and distances:

1. N21°02'06"W a distance of 48.65 feet, and
2. N26°44'27"W a distance of 66.95 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF ESMT" set for the **POINT OF BEGINNING** of the tract described herein;

**THENCE** leaving said west line of the 20-foot wide Waterline Easement and Right-Of-Way, continuing across said 9.901 acres tract the following two (2) courses and distances:

1. N66°05'55"W a distance of 64.31 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF ESMT" set, and
2. N21°05'55"W a distance of 298.11 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF ESMT" set in said west line of the 20-foot wide Waterline Easement and Right-Of-Way;

**CONTINUING** across said 9.901 acres tract, with said west line of the 20-foot wide Waterline Easement and Right-Of-Way, S33°16'26"E a distance of 94.83 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF ESMT" set;

**THENCE** leaving said west line of the 20-foot wide Waterline Easement and Right-Of-Way, continuing across said 9.901 acres tract the following two (2) courses and distances:

1. S21°05'55"E a distance of 197.13 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF ESMT" set, and
2. S66°05'55"E a distance of 32.96 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF ESMT" set in said west line of the 20-foot wide Waterline Easement and Right-Of-Way;

**CONTINUING** across said 9.901 acres tract, with said west line of the 20-foot wide Waterline Easement and Right-Of-Way, the following two (2) courses and distances:

1. S24°29'34"E a distance of 21.42 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF ESMT" set, and
2. S26°44'27"E a distance of 9.10 feet to said **POINT OF BEGINNING** and containing 0.136 acre.

THE STATE OF TEXAS

§  
§  
§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TRAVIS

That I, Dan H. Clark, a Registered Professional Land Surveyor, do hereby state 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 during the month of February 2010.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 8th day of July 2010, A.D.

Halff Associates, Inc.  
4030 West Braker Lane  
Suite 450  
Austin, Texas 78759

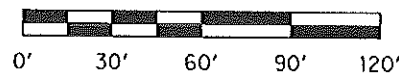


*[Signature]* 7/8/2010  
Dan H. Clark  
Registered Professional Land Surveyor  
No. 6011 – State of Texas

**ADDITIONAL NOTES:**

1. Bearings shown hereon are based on the Texas State Plane Coordinates System, NAD 83, Central Zone, using a combined surface adjustment factor of 1.00012. Distances shown hereon are surface distances.
2. This description has been prepared as a result of a survey completed in August of 2009 and is submitted in connection with a survey drawing prepared by Halff Associates, Inc. titled S301-IS(Rose)-26974.dgn, dated February 11, 2010, AVO No. 26974.
3. See Texas Department of Transportation Right-of-Way map CSJ No. 0151-04-063/064 for detailed information regarding United States Highway 183.

GRAPHIC SCALE 1"=60'



EDEN ROSE, L.T.D.  
9.901 ACRES  
DOC. NO. 2009094552  
O.P.R.W.C.T.

PROPOSED WATER  
LINE ESMT.  
0.136 AC.  
5,921 SQ. FT.

JOHN B. ROBINSON SURVEY,  
ABSTRACT NO. 521

LINE	BEARING	DISTANCE
L1	S68°58'28"W	0.54'
L2	S68°58'28"W	79.27'
L3	N21°02'06"W	48.65'
L4	N26°44'27"W	66.95'
L5	N66°05'55"W	64.31'
L6	S33°16'26"E	94.83'
L7	S66°05'55"E	32.96'
L8	S24°29'34"E	21.42'
L9	S26°44'27"E	9.10'

## LEGEND:

- 1/2" IRON ROD SET W/ HALF ESMT\*CAP
- 1/2" IRON ROD FOUND W/CAP 'RJ SURVEYING'
- △ CALCULATED POINT
- O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS OF WILLIAMSON CO., TX
- P.R.W.C.T. PLAT RECORDS OF WILLIAMSON CO., TX
- D.R.W.C.T. DEED RECORDS OF WILLIAMSON CO., TX
- P.O.B. POINT OF BEGINNING
- ( ) RECORD INFORMATION

20' WATERLINE ESMT.  
DOC. No. 2008055388  
O.P.R.W.C.T.

WHITEWING DRIVE  
(VARIABLE WIDTH R.O.W.)  
CAB. AA, SLIDES 214-217  
P.R.W.C.T.

U.S. 183  
C.S.L. 0151-04-063/064  
(VARIABLE WIDTH R.O.W.)

P.O.B.

P.O.C.



4030 WEST BRAKER LANE, SUITE 450  
AUSTIN, TEXAS 78759-6356  
TEL (512) 252-8164  
FAX (512) 252-8141

EDEN ROSE, LTD.  
SKETCH TO ACCOMPANY DESCRIPTION

HALFF AVO:  
26974

DATE:  
7/8/2010

ACCOMPANYING FILE NAME:  
SV-LD-ROSE-26974.doc

SKETCH BY:  
KKH

5,921 SQUARE FEET  
~ 0.136 ACRE  
SITUATED IN THE  
JOHN B. ROBINSON SURVEY,  
ABSTRACT NO. 521  
WILLIAMSON COUNTY, TEXAS