

# Sheets & Crossfield, P.C.

---

ATTORNEYS AT LAW

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

Phone 512-255-8877 • fax 512-255-8986

April 12, 2012

Mr. Amin Berenji  
Texas Margarita's Inc  
10280 W. State Highway 29  
Liberty Hill, TX 78642

Re: SH 29/CR 260 expansion project  
CTSUD Waterline Easement

Dear Mr. Berenji:

As you are aware, it has been determined that we need to purchase an additional easement interest in your property in order to accommodate the proposed SH 29 Safety Project. Please allow this letter to set out my understanding regarding our agreement for Williamson County's purchase of a waterline easement area for Chisholm Trail Special Utility District (CTSUD) due to the conflict with the current location of their facilities caused by the proposed widening/realignment of SH 29 and CR 260 in Williamson County.

In return for granting a waterline easement in and to the certain tract of property containing a total of 0.010 acre (468 SF), Williamson County will pay the sum of \$600.00. The form of the easement will be as shown in Exhibit "A" attached hereto.

If this meets with your understanding then please sign where indicated below, and we will have this executed by the County Judge and process this for payment as quickly as possible.

Please feel free to contact Lisa Dworaczyk or myself at any time if you have any additional questions about this agreement or the proposed project.

Very truly yours,

Don Childs  
Sheets & Crossfield, P.C.

AGREED:

---

Amin Berenji

WILLIAMSON COUNTY, TEXAS

---

Dan A. Gattis  
County Judge



**PROJECT:** Multiple 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 Grantor 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 Water Line Easement.

**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 Water Line Easement and over the adjacent lands owned by Grantor, but only to the extent that ingress or egress is not 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 Water Line Easement Tract or materially interfere with the exercise of Grantee's authorized rights; 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 Waterline Easement Tract 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 Water Line Easement 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 Waterline Easement Tract, including, but not limited to, for the construction of roads, driveways, curbs, sidewalks, fences, and light poles; provided, however, that (1) no buildings, water quality or detention or similar drainage features, or permanent structures of any kind shall be placed, erected or maintained thereon; (2) such improvements shall not damage facilities located within, or materially interfere with Grantee's use and enjoyment of, the Waterline Easement Tract; and (3) no subsurface utilities of any kind shall be located within the Waterline Easement Tract without the consent of Grantee. Grantee agrees to repair damages that it causes to any of Grantor's authorized improvements within the Waterline Easement Tract. Grantee shall not be responsible for damage it causes to unauthorized improvements within the Waterline Easement Tract.

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

**Exclusivity:** Grantee's easement rights within the Waterline Easement Tract shall be exclusive, with the exception of permitted uses that are authorized in writing by Grantee, or as otherwise permitted or authorized by Grantee in writing.

**Habendum:** To HAVE AND HOLD the Water Line Easement 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 Water Line Easement 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.

**Successors and Assigns:** The rights granted hereby and 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 Waterline Easement Tract, 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 Waterline Easement Tract and that the person signing this instrument is authorized to execute the same on behalf of the owner or all the owners of all such real property.

IN WITNESS WHEREOF, the GRANTOR has executed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

GRANTOR:

Texas Margaritas, Inc.

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

Its: \_\_\_\_\_

**Acknowledgment**

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

      This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2011, 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

EXHIBIT " \_ " "

County: Williamson  
Parcel No.: Texas Margarita's Inc.  
Project: Chisholm CR260/266 at SH29

Page 1 of 4  
10/4/2011

DESCRIPTION FOR TEXAS MARGARITA'S INC.—EASEMENT

BEING A 0.010 ACRE (468 SQUARE FEET) TRACT SITUATED IN THE NOAH SMITHWICK SURVEY, ABSTRACT NUMBER 590, WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION OF THE REMAINDER OF A CALLED 7.38 ACRES TRACT AS DESCRIBED IN A WARRANTY DEED WITH VENDOR'S LIEN TO TEXAS MARGARITA'S, INC. AND RECORDED IN DOCUMENT NO. 2002100692 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at 1/2-inch iron rod with aluminum cap stamped "TXDOT" found at the intersection of the west right-of-way line of County Road No. 260 (CR260) with the north right-of-way line of State Highway No. 29 (SH29), a 100-foot wide right-of-way according to Texas Department of Transportation (TxDOT) Right-of-Way Map of State Highway No. 104/29 dated August 1932, for an angle point in the west line of a called 0.213 acre tract as described in a Special Warranty Deed to Williamson County, Texas and recorded in Document No. 2003022306 of the Official Public Records of Williamson County, Texas;

THENCE with said north right-of-way line of SH29 and said west line of the 0.213 acre tract, S49°09'15"W a distance of 0.22 feet to the intersection of said north right-of-way line of SH29 and said west line of the 0.213 acre tract with the north line of a called 15-foot wide waterline easement as described in Document No. 2002100690 of said Official Public Records of Williamson County, Texas;

THENCE leaving said north right-of-way line of SH29 and said west line of the 0.213 acre tract, crossing said remainder of the 7.38 acres tract, with said north line of the called 15-foot wide waterline easment, N72°23'17"W a distance of 47.79 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF ESMT" set;

THENCE leaving said north line of the called 15-foot wide waterline easment, continuing across said remainder of the 7.38 acres tract, N80°27'08"E a distance of 42.70 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF ESMT" set in said west right-of-way line of CR260, same being said west line of the 0.213 acre tract;

EXHIBIT " \_ "

County: Williamson  
Parcel No.: Texas Margarita's Inc.  
Project: Chisholm CR260/266 at SH29

Page 2 of 4  
10/4/2011

DESCRIPTION FOR TEXAS MARGARITA'S INC.—EASEMENT

THENCE with said west right-of-way line of CR260 and said west line of the 0.213 acre tract, S09°33'15"E a distance of 21.70 feet to said POINT OF BEGINNING and containing 0.010 acre (468 square feet).

NOTES:

All bearings shown hereon are based upon the Texas Coordinate System of 1983, Central Zone. All distances shown hereon are surface distances. The Grid to Surface adjustment scale factor is 1.00014.

I, Dan H. Clark, a Registered Professional Land Surveyor, do hereby certify that the above description and the accompanying plat of even date herewith, are true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey on the ground under my direction and supervision.



Dan H. Clark, R.P.L.S.

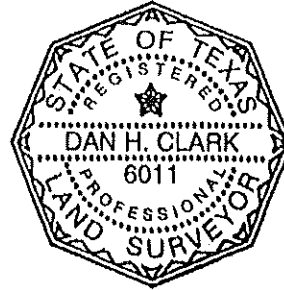
Registered Professional Land Surveyor

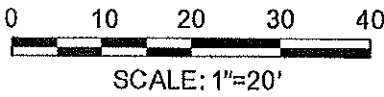
Texas Registration No. 6011

Half Associates, Inc.,

4030 W. Braker Ln, Suite 450, Austin, Texas 78759, 512-252-8184

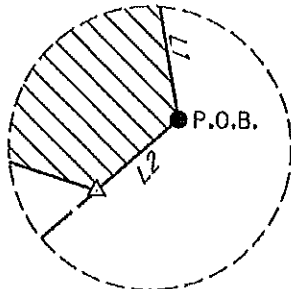
10/4/2011  
Date





SKETCH TO ACCOMPANY  
PARCEL DESCRIPTION

NOAH SMITHWICK SURVEY  
ABSTRACT NO. 590

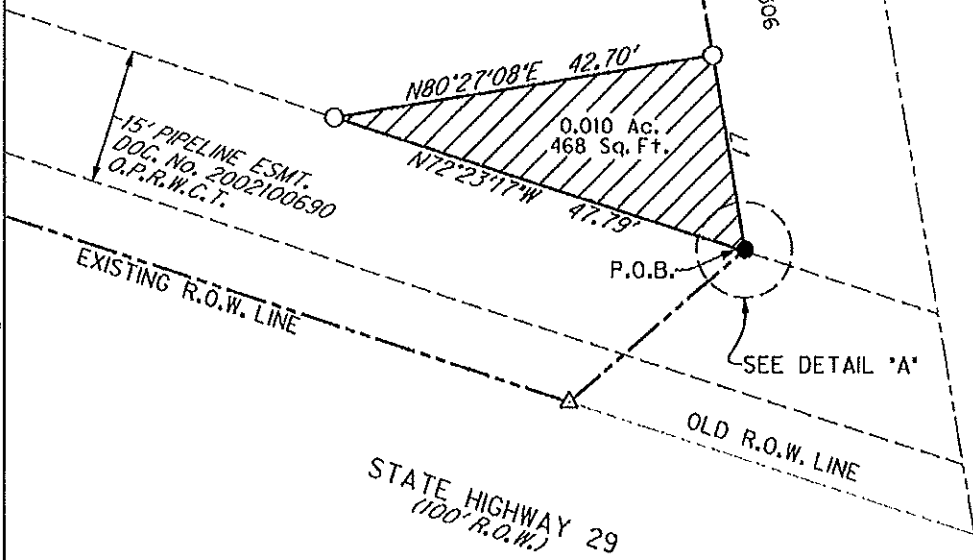


DETAIL "A"  
N.T.S.

TEXAS MARGARITA'S INC.  
(7.38 AC.)  
DOC. No. 2002100692  
O.P.R.W.C.T.

1-DOT R.O.W.  
ACQUISITION  
(0.213 ACRE)  
DOC. NO. 2003022306  
O.P.R.W.C.T.

COUNTY ROAD 260  
(VARIABLE WIDTH R.O.W.)



EXISTING R.O.W. LINE

OLD R.O.W. LINE

STATE HIGHWAY 29  
(100' R.O.W.)

SEE DETAIL "A"

P.O.B.

0.010 Ac.  
468 Sq. Ft.

N80°27'08"E 42.70'

N72°23'17"W 47.79'

15' PIPELINE ESMT.  
DOC. No. 2002100690  
O.P.R.W.C.T.

LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	S09°33'15"E	21.70'
L2	S49°09'15"W	0.22'



4030 WEST BRAKER LANE, SUITE 450  
AUSTIN, TEXAS 78759-5356  
TEL (512) 252-5184  
FAX (512) 252-9141

EASEMENT  
TEXAS MARGARITA'S INC.

S.H. 29

PROJECT AVO: 28103

COUNTY: WILLIAMSON

EASEMENT AREA: 0.010 Ac.  
468 Sq. Ft.

SCALE: 1"=20'

ACCOMPANYING FILE: h28000s\28103\Data Out\SV-LD-101-28103.DOC

I:\28000s\28103\CADD\28103-101-28103.dwg

10/4/2011 2:55:59 PM a12772 HALFF

*Lewis*

LEGEND

- TXDOT TYPE I CONCRETE MONUMENT FOUND
- ▣ TXDOT TYPE II CONCRETE MONUMENT FOUND
- ⊠ TXDOT TYPE III CONCRETE MONUMENT SET
- 1/2" IRON ROD SET WITH "HALFF ESMT" CAP (UNLESS NOTED)
- 1/2" IRON ROD FOUND WITH ALUMINUM CAP STAMPED "TXDOT"
- SQUARE-HEAD BOLT FOUND
- ⊙ IRON PIPE FOUND (SIZE NOTED)
- ▲ FOUND "X" CUT (UNLESS NOTED)
- △ CALCULATED POINT
- ⊙ FENCE POST
- N.T.S. NOT TO SCALE
- (XXX) RECORD INFORMATION PARENT TRACT
- (XXX) RECORD INFORMATION ADJONER TRACT
- R.O.W. RIGHT-OF-WAY
- ESMT. EASEMENT
- P.U.E. PUBLIC UTILITY EASEMENT
- D.R.W.C.T. DEED RECORDS OF WILLIAMSON COUNTY TEXAS
- P.R.W.C.T. PLAT RECORDS OF WILLIAMSON COUNTY TEXAS
- O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY TEXAS
- O.R.W.C.T. OFFICIAL RECORDS OF WILLIAMSON COUNTY TEXAS
- DOC.# DOCUMENT NUMBER
- D.E. DRAINAGE EASEMENT
- B.L. BUILDING SETBACK LINE
- /— DISTANCE NOT SHOWN TO SCALE
- /— PROPERTY LINE
- APPROXIMATE SURVEY LINE
- P.O.C. POINT OF COMMENCING
- P.O.B. POINT OF BEGINNING

SKETCH TO ACCOMPANY  
PARCEL DESCRIPTION

- 1) THE BEARINGS SHOWN HEREON ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE. ALL DISTANCES SHOWN HEREON ARE SURFACE DISTANCES, THE GRID TO SURFACE ADJUSTMENT SCALE FACTOR IS 1.00014.
- 2) THE ACREAGE CALCULATED AND SHOWN HEREON IS CONVERTED FROM THE SQUARE FOOTAGE SHOWN HEREON, AND IS FOR INFORMATIONAL PURPOSES ONLY.
- 3) THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT OR REPORT. THE SURVEYOR HAS NOT ABSTRACTED THE SUBJECT PROPERTY, NOR MADE ANY INDEPENDENT INVESTIGATION OR SEARCH FOR EASEMENTS OF RECORD, RESTRICTIVE COVENANTS OR ANY OTHER ENCUMBRANCES.

I HEREBY CERTIFY THAT THIS PLAT AND THE ACCOMPANYING DESCRIPTION OF EVEN DATE HERewith ARE 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.



*[Handwritten Signature]*

10/4/2011  
DATE

DAN H. CLARK  
REGISTERED PROFESSIONAL LAND SURVEYOR  
TEXAS REGISTRATION NO. 6011

10/4/2011 1:35:28 PM 442172 HALFF h28000s\28103\Draw\Out\SV-LD-101-28103.DOC



EASEMENT  
TEXAS MARGARITA'S INC.

S.H. 29

ACCOMPANYING FILE: h28000s\28103\Draw\Out\SV-LD-101-28103.DOC

PROJECT AVO: 28103

COUNTY: WILLIAMSON

EASEMENT AREA: 0.010 Ac.  
468 Sq. Ft.

SCALE: 1"=20'