

Sheets & Crossfield, PLLC

ATTORNEYS AT LAW

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

Phone 512-738-8725 (D) • fax 512-255-8986

don@scrrlaw.com

October 26, 2021

Via e-mail pjordan@sneedvine.com

S Dowdy, Inc.

c/o Paul Jordan

Sneed, Vine & Perry, P.C.

108 East 8th Street

Georgetown, Texas 78626

Re: Williamson County—CR 366
Jonah SUD replacement waterline easement
Parcel No.: 4WE

Dear Paul:

Please allow this letter to set out my understanding regarding our Agreement for the acquisition of a permanent waterline easement to Jonah Water Special Utility District (“Jonah”) in and across portions of the property owned by S. Dowdy, Inc. (“Owner”) as part of Williamson County’s (“County”) proposed improvements to County Road 366 and related utility adjustments (“Project”).

By execution of this letter the parties agree as follows:

1. In return for Owner’s delivery to Jonah of a fully executed and acknowledged waterline easement (“Easement”) in and to a 0.0802 acre (3,494 SF) of land, and in the form as set out in Exhibit “A” attached hereto and incorporated herein, County shall pay Owner the sum of **\$10,000.00** in cash or other good funds.

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

Upon request Owner shall provide reasonable assistance, at no cost to Owner, to cause the Title Company to issue a policy of title insurance, with standard printed exceptions, to Jonah in completion of this transaction. County shall be responsible for all fees and costs associated with this transaction, except that each party shall be responsible for any attorney’s fees they incur. Owner shall assist County and Title Company with any

curative measures or mortgage lien joinder, consent or subordination required as a condition of the Closing.

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

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

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


Very truly yours,

Don Childs

Don Childs
Sheets & Crossfield, PLLC

AGREED:

S. DOWDY, INC.

By: 
Samuel D. Dowdy, Sr.

Date: 1/14/2022

By: 
Rhonda R. Dowdy

Date: 1/14/2022

ACCEPTED AND AGREED:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

Date: _____

EXHIBIT “A” FORM OF EASEMENT FOLLOWS

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 14 day of Jan, 2021.

[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 14 day of January, 2021, 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: Kathleen Marie Cargill
My Commission Expires: 12-2-2024



JOINER 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: _____

Name: _____

Title: _____

ACKNOWLEDGEMENT

THE STATE OF TEXAS

COUNTY OF _____

This instrument was acknowledged before me on this ____ day of _____, 2021, by _____, the _____ 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.

Notary Public in and for the State of Texas

EXHIBIT A

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

Page 1 of 5
September 15, 2021

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

Page 2 of 5
September 15, 2021

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.

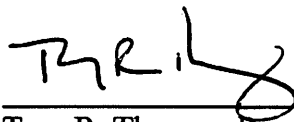
STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF TRAVIS §

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

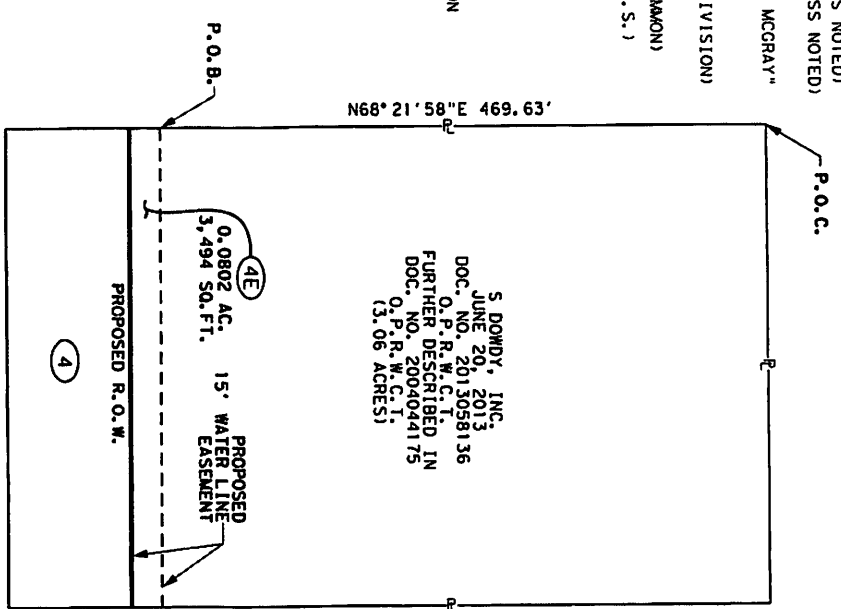
Troy R. Thomas, Reg. Professional Land Surveyor No. 6130
2020/Descriptions/CR 366 Williamson County/Parcel 4E



LEGEND

- FOUND TADOT 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)
- (XXXX) RECORD INFORMATION
- PROPERTY LINE (OWNERSHIP DIVISION)
- APPROXIMATE SURVEY LINE
- DEED LINE (OWNERSHIP IN COMMON)
- DISTANCE NOT TO SCALE (N. T. S.)
- 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
- ① PARCEL NUMBER FOR R.O.W. ACQUISITION

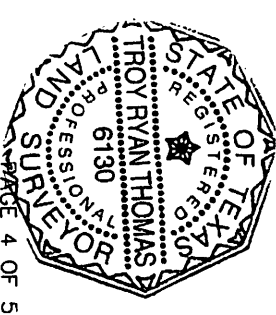
SAMUEL PHARRASS SURVEY
ABSTRACT NO. 496



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

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



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

EXISTING R.O.W.

CR 366
(R.O.W. WIDTH VARIES)
PROPERTY INSET
NOT TO SCALE

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.

SAMUEL PHARASS SURVEY
ABSTRACT NO. 496

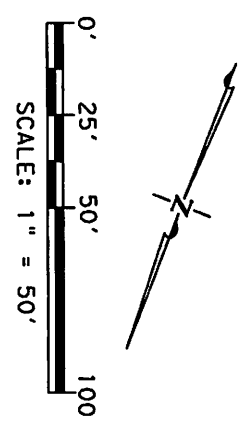
TRACTOR TIRE, LLC
DECEMBER 5, 2019
DOC. NO. 2019117995
O.P.R.W.C.T.
(1.28 ACRES)

DRL LAND
DEVELOPMENT, LLC
MAY 17, 2019
DOC. NO. 2019043444
O.P.R.W.C.T.
(38.64 ACRES)

P.O.B. PARCEL 4E
N-10,191,293.76
E-3,205,869.00
STA. 36+50.30
85.00' LT

S. DOWDY, INC.
JUNE 20, 2013
DOC. NO. 2013058136
O.P.R.W.C.T.
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)



LINE	BEARING	DISTANCE
L1	N68°20'07"E	15.00'
L2	S68°21'58"W	15.00'

ENGINEER'S BASELINE CURVE DATA
 PI NORTHING = 10,191,144.42
 PI EASTING = 3,206,019.05
 PI STATION = 34+56.45
 DELTA = 2°00'17" (RT)
 DEGREE OF CURVE = 0°30'58"
 TANGENT = 194.20'
 RADIUS = 388.56'
 CHORD BEARING = N11°00'00"
 CHORD LENGTH = N21°27'57"W
 PC STATION = 36+83.28
 PT STATION = 36+50.61

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

