

# Sheets & Crossfield, PLLC

ATTORNEYS AT LAW

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[don@scrllaw.com](mailto:don@scrllaw.com)

September 24, 2021

Via e-mail [margaretmoser49@gmail.com](mailto:margaretmoser49@gmail.com)

Margaret Moser  
MMA Ranch Limited Partnership  
3502 Hillbrook Drive  
Austin, Texas 78731

Re: Williamson County—CR 176  
Brushy Creek MUD replacement waterline easement  
Parcel No.: 10WE

Dear Ms. Moser:

Please allow this letter to set out my understanding regarding our Agreement for the acquisition of a permanent waterline easement to Brushy Creek Municipal Utility District ("BCMUD") in and across portions of the property owned by MMA Ranch Limited Partnership ("Owner") as part of Williamson County's ("County") proposed improvements to CR 176 and related utility adjustments ("Project").

By execution of this letter the parties agree as follows:

1. In return for Owner's delivery to BCMUD of a fully executed and acknowledged waterline easement ("Easement") in and to a 0.916 acre of land, and in the form as set out in Exhibit "A" attached hereto and incorporated herein, CTRMA shall pay Owner the sum of \$45,000.00 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 BCMUD in completion of this transaction. County shall be responsible for all fees and costs associated with this transaction, except that each party shall be responsible for any attorney's fees they incur. Owner shall assist County and Title

Company with any curative measures or mortgage lien consent or subordination required as a condition of the Closing.

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

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

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

Very truly yours,

*Don Childs*

Don Childs  
Sheets & Crossfield, PLLC

**AGREED:**

MMA RANCH LIMITED PARTNERSHIP

By: *Margaret Moser*  
Margaret Moser (Jun 2, 2022 16:18 CDT)

Name: Margaret Moser

Its: Managing Partner

Date: 6/2/22

**ACCEPTED AND AGREED:**

WILLIAMSON COUNTY, TEXAS

By: \_\_\_\_\_  
Bill Gravel, Jr.  
County Judge

Date: \_\_\_\_\_

EXHIBIT “A” FORM OF EASEMENT FOLLOWS



**DESIGNATION OF COURSE:** The "Easement Tract" is defined as a tract of land twenty feet (20') in width upon, across, over and under the following described real property:

0.916-acre (39,907 SF) of land, more or less, more particularly described by metes and bounds and sketch attached hereto as Exhibit A, said exhibit being incorporated herein by reference for all purposes.

**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.

**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 Easement Tract 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 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 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 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 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 Tract, including, but not limited to, for the construction of driveways, curbs and sidewalks; 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) no roads may be constructed within the Easement Tract (except at generally perpendicular crossings); (3) in connection with the construction and operation of any authorized improvements, Grantor (and its successors and assigns) may not damage Project facilities located within, or interfere with Grantee's use and enjoyment of, the Easement Tract and Project facilities; and (4) no subsurface utilities of any kind shall be located within the Easement Tract. Grantee agrees to repair damages that it causes to any of Grantor's authorized improvements within the Easement Tract. Grantee shall not be responsible for damage it causes to unauthorized improvements within the Easement Tract.

**Fencing:** Grantor shall not construct any new fencing within the Easement Tract. In connection with installation of the Project improvements, Grantee shall relocate any existing fencing located within the Easement Tract (or construct replacement fencing of the same general type) to the boundary between the Easement Tract and Grantor's Property. Grantor shall be responsible for ownership, operation and maintenance of such fencing. Prior to construction of the Project facilities, Grantor shall furnish gate codes or keys to Grantee so that Grantee may access the Easement Tract at all times. Notwithstanding any provision in this instrument to the contrary, to the extent that any fencing within the Easement Tract interferes with Grantee's access to the Easement Tract (vehicular, equipment and pedestrian) or other exercise of Easement rights, Grantee shall not be responsible for repairing any damage it causes to such fencing in gaining access or otherwise exercising its Easement rights.

**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 to Grantee.

**Exclusivity:** Grantee's easement rights within the Waterline Easement Tract shall be exclusive.

**Habendum:** To HAVE AND HOLD the 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 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 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 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.

For additional provisions hereof, see the attached Addendum to Easement and Right-of-way, incorporated herein for all purposes.

IN WITNESS WHEREOF, the GRANTOR has executed this instrument this \_\_\_\_\_ day  
of \_\_\_\_\_, 2022.

GRANTOR:

MMA RANCH LIMITED PARTNERSHIP

By: Mason-Williamson, LLC,  
its General Partner

By: \_\_\_\_\_  
Margaret Moser, Managing Member

**Acknowledgment**

STATE OF TEXAS                   §  
   §  
COUNTY OF WILLIAMSON       §

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

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

(seal)

After recording return to:  
Brushy Creek Municipal Utility District  
16318 Great Oaks Drive  
Round Rock, Texas 78681



**ADDENDUM TO  
EASEMENT AND RIGHT-OF-WAY  
(CR 176 WATER TRANSMISSION LINE IMPROVEMENTS)**

This Special Provisions Addendum ("**Addendum**") is attached to and is part of the *Easement and Right-of-Way* for CR 176 Water Transmission Line Improvements (as amended, the "**ERW**"), in favor of **Brushy Creek Municipal Utility District**. If the terms of this Addendum shall in any way conflict with the terms of the remainder of the ERW, the terms of this Addendum shall prevail.

1. Grantor reserves for Grantor and Grantor's heirs, successors, and assigns the right to use all or part of the Easement Tract, as long as such use by Grantor and Grantor's heirs, successors, and assigns does not interfere with the use of the Easement Tract by Grantee for the purposes specified in the ERW, and the right to convey to others the right to use all or part of the Easement Tract, as long as such further conveyance is subject to the terms of this ERW. This includes, without limitation, the right to use the surface of the Easement Tract for gardens, lawns, planting, parking, or similar purposes.
2. To the contrary notwithstanding in the Easement, it shall not be a violation of the exclusivity of the Easement in general or of section (4) of Rights of Grantor, specifically, for Grantor to authorize, after review and approval by Grantee, other utilities, including, without limitation, electric, telephone, and other telecommunication providers, above or below ground access to Grantor's property at generally perpendicular crossings to the Easement Tract, so long as such access does not adversely affect Grantee's rights under the ERW and provided Grantee's required and applicable depth separation, spacing and other protective requirements are met by Grantor and such other utilities. Any conveyance of easements by Grantor to such other utilities shall be made subject to the rights of Grantee under the ERW and this Addendum..
3. This conveyance is executed, delivered and accepted subject to any and all restrictions, covenants, conditions and easements, if any, relating to the hereinabove described Easement Tract, but only to the extent they are still in effect, shown of record or apparent on the ground in Williamson County, Texas, and to all zoning laws, regulations and ordinances, if any, of municipal and/or other governmental authorities, if any, but only to the extent that they are still in effect relating to the hereinabove described Easement Tract.
4. Within thirty days of receipt of a written request specifying the location, Grantee shall, at Grantee's sole cost and expense, move any of Grantor's bird houses, or similar items installed in conjunction with Grantor's wildlife exemption, from the Easement Tract to a location on Grantor's remaining property, said location to be a place reasonably close to the original location and reasonably acceptable to Grantor.
5. EXCEPT FOR ANY WARRANTY AS TO TITLE CONTAINED IN THE ERW, GRANTOR HEREBY DISCLAIMS AND GRANTEE HEREBY WAIVES, ANY AND ALL WARRANTIES OF ANY NATURE, EXPRESS OR IMPLIED, REGARDING THE EASEMENT TRACT, INCLUDING WITHOUT LIMITATION ANY AND ALL WARRANTIES RELATED TO THE CONDITION, FITNESS, SAFETY AND/OR MERCHANTABILITY, OF THE EASEMENT TRACT, OR TO CUSTOM AND USAGE, OR TO COMPLIANCE OF THE EASEMENT TRACT WITH ANY LEGAL REQUIREMENTS APPLICABLE THERETO, AND GRANTEE SHALL ACCEPT THE EASEMENT TRACT SUBJECT TO ANY AND ALL DEFECTS THEREIN, WHETHER LATENT OR PATENT, "AS-IS" "WHERE-IS" AND "WITH ALL FAULTS".

6. By acceptance of this Easement and use of the Easement Tract, Grantee agrees to be bound by the terms hereof.

**Grantor:**

MMA RANCH LIMITED PARTNERSHIP

By: Mason-Williamson, LLC,  
its General Partner

By: \_\_\_\_\_  
MARGARET MOSER  
MANAGING MEMBER

**Acknowledgment**

STATE OF TEXAS           §  
                                     §  
COUNTY OF WILLIAMSON   §

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

\_\_\_\_\_  
Notary for the State of *T E X A S*

EXHIBIT **A**  
PROPERTY DESCRIPTION

DESCRIPTION OF A 0.916 ACRE (39,907 SQUARE FOOT), TRACT OF LAND SITUATED IN THE JOHN T. CHURCH SURVEY, ABSTRACT NO. 140 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF THAT CALLED 38 ACRE SECOND TRACT AND A PORTION OF THE REMAINDER OF THAT CALLED 53 ACRE FIFTH TRACT CITED IN WARRANTY DEED TO MMA RANCH LIMITED PARTNERSHIP RECORDED IN DOCUMENT NO. 2011065654 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DESCRIBED IN DEED TO CHARLIE BESS DAVIS RECORDED IN VOLUME 505, PAGE 290 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.916 ACRE (39,907 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2" iron rod found in the existing northwesterly Right-of-Way (ROW) line of County Road (C.R.) 176 (variable width ROW), being the southwesterly corner of that called 3.533 acre ROW acquisition tract (Exhibit B, Parcel 10C) described in Deed to Williamson County, Texas recorded in Document No. 2019023432 of the Official Public Records of Williamson County, Texas, for an angle point in said existing northwesterly ROW line;

THENCE, departing said existing ROW line, with the southerly boundary line of said 3.533 acre tract, same being the former northerly ROW line of said C.R. 176, N 43°38'47" E for a distance of 254.67 feet to a calculated point;

THENCE, departing said southerly boundary line, through the existing ROW of said C.R. 176, same being said 3.533 acre tract and partially through that called 0.502 acre 50 foot wide Utility Easement (Exhibit "B") described in Notice of Lis Pendens to Brushy Creek Municipal Utility District recorded in Document No. 2004090570 of the Official Public Records of Williamson County, Texas, N 21°20'11" W, at a distance of 148.01 feet, cross the southwesterly boundary line of said 0.502 acre Easement tract, and continuing for a total distance of 316.87, to the common boundary line of said 0.502 acre Easement tract and said 3.533 acre tract, same being the existing northwesterly ROW line of said C.R. 176, also being the easterly boundary line of said remainder of the 38 acre tract, for the southwesterly corner and POINT OF BEGINNING of the herein described tract;

- 1) THENCE, departing said existing northwesterly ROW line, through said remainder of the 38 acre tract, N 21°20'11" W, for a distance of 530.65 feet to a calculated point in the common boundary line of said remainder of the 38 acre tract and said remainder of the 53 acre tract, for a point on line;

THENCE, departing said remainder of the 38 acre tract, through the interior of said remainder of the 53 acre tract, the following three (3) courses:

- 2) N 21°20'11" W for a distance of 227.40 feet to an angle point;
- 3) N 20°41'21" W for a distance of 837.40 feet to a point of curvature of a tangent curve to the right;
- 4) Along said curve to the right, having a delta angle of 22°15'51", a radius of 1135.00 feet, an arc length of 441.04 feet and a chord which bears N 09°33'26" W at a distance of 438.27 feet to a point in the westerly boundary line of that called 1.829 acre 40 foot wide Utility Easement (Exhibit "C") described in said Notice of Lis Pendens to Brushy Creek Municipal Utility District for the northerly corner of the herein described tract, and from which, the northwesterly corner of said 1.829 acre Easement bears, with the westerly boundary line of said 1.829 acre Easement, N 19°25'22" W, at a distance of 2.96 feet and N 21°08'45" W, at a distance of 38.62 feet;
- 5) THENCE, with said westerly boundary line of said 1.829 acre Easement, S 19°25'22" E for a distance of 59.71 feet to a calculated point in the existing curving westerly ROW line of said C.R. 176, same being the curving westerly boundary line of that called 2.962 ROW acquisition tract (Exhibit A, Parcel 10A) described in said Deed to Williamson County, Texas (Document No. 2019023432), for a point of curvature of a non-tangent curve to the left;

THENCE, departing said 1.829 acre 40 foot wide Utility Easement, with the easterly boundary line of said remainder of the 53 acre tract, same being said existing westerly ROW line, the following three (3) courses:

- 6) Along said curve to the left, having a delta angle of  $19^{\circ}23'54''$ , a radius of 1115.00 feet, an arc length of 377.50 feet and a chord which bears  $S\ 10^{\circ}59'24''\ E$  at a distance of 375.70 feet to an iron rod with plastic surveyors cap stamped "PAPE DAWSON" found, for a point of tangency;
- 7)  $S\ 20^{\circ}41'21''\ E$  for a distance of 837.29 feet to a calculated angle point;
- 8)  $S\ 21^{\circ}20'11''\ E$  for a distance of 227.29 feet to a calculated point, being the common easterly boundary corner of said remainder of the 38 acre tract and said remainder of the 53 acre tract, same being the common westerly corner of said 2.962 ROW acquisition tract and said 3.533 acre ROW acquisition tract, for a point on line, and from which, an iron rod with plastic surveyors cap stamped "PAPE DAWSON" found, bears  $S\ 66^{\circ}46'41''\ W$  at a distance of 2.61 feet;
- 9) **THENCE**, departing said remainder of the 53 acre tract, with the easterly boundary line of the remainder of the 38 acre tract, same being said existing westerly ROW line  $S\ 21^{\circ}20'11''\ E$ , for a distance of 510.74 feet, to a 60d nail found, being an angle point in said existing westerly ROW line (said 3.533 ROW acquisition tract) in the northwesterly boundary line of said 0.502 acre Utility Easement, for the southeasterly corner of the herein described tract;
- 10) **THENCE**, with the southerly boundary line of said remainder of the 38 acre tract, same being the existing northwesterly ROW line, also being a portion of the northwesterly boundary line of said 0.502 acre Utility Easement,  $S\ 23^{\circ}48'01''\ W$  for a distance of 28.22 feet to the **POINT OF BEGINNING**, containing 0.916 acres, (39,907 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

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

That I, Lawrence M. Russo, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct and that the property described herein was determined by a survey made on the ground under my direct supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

*Lawrence M. Russo*  
\_\_\_\_\_  
Lawrence M. Russo  
Registered Professional Land Surveyor No. 5050  
Inland Geodetics, LLC  
Firm Registration No: 100591-00  
1504 Chisholm Trail Road, Suite 103  
Round Rock, TX 78681



*12/10/2019*  
\_\_\_\_\_  
Date



## LEGEND

## PLAT TO ACCOMPANY DESCRIPTION

- ⊙ 1/2" IRON ROD WITH PLASTIC CAP FOUND (PAPE-DAWSON)  
 ● 1/2" IRON ROD FOUND  
 ▲ 60d NAIL FOUND  
 △ CALCULATED POINT  
 P PROPERTY LINE  
 ( ) RECORD INFORMATION  
 O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS  
 WILLIAMSON COUNTY, TEXAS  
 D.R.W.C.T. DEED RECORDS  
 WILLIAMSON COUNTY, TEXAS  
 P.R.W.C.T. PLAT RECORDS  
 WILLIAMSON COUNTY, TEXAS  
 P.O.B. POINT OF BEGINNING  
 P.O.C. POINT OF COMMENCEMENT

LINE TABLE				
L1	N 43°38'47" E	254.67'		
L2	N 21°20'11" W	316.87'		
L3	N 21°20'11" W	227.40'		
L4	S 19°25'22" E	59.71'		
L5	S 21°20'11" E	227.29'		
L6	S 23°48'01" W	28.22'		
L7	S 66°46'41" W	2.61'		

CURVE DATA				
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING
C1	22°15'50"	1135.00'	441.04'	438.27' N 09°33'26" W
C2	19°23'55"	1115.00'	377.50'	375.70' S 10°59'24" E

MMA RANCH LIMITED  
 PARTNERSHIP  
 223.444 ACRES  
 DDC, NO. 2011065654  
 D.P.R.W.C.T.

0.916 ACRES  
 (39,908 SQ. FT.)

FIFTH TRACT 53 ACRES  
 VOL. 505, PG. 290  
 D.R.W.C.T.

0 300 600

NOTE: THE EASTERLY BOUNDARY LINE OF THIS EASEMENT IS THE EXISTING WESTERLY R.O.W. LINE OF C.R. 176 AS PROVIDED BY WILLIAMSON COUNTY WHICH MODIFIES THE WESTERLY AND NORTHWESTERLY R.O.W. LINES DEPICTED IN PARCELS 10A AND 10C (R.O.W. ACQUISITION TRACTS), SHOWN HEREON AND DESCRIBED IN DOCUMENT NO. 2019023432 OF THE O.P.R.W.C.T.

1) ALL BEARINGS SHOWN HEREON ARE BASED ON GRID BEARING. ALL DISTANCES ARE SURFACE DISTANCES. COORDINATES ARE SURFACE VALUES BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE.

2) THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A TITLE ABSTRACT. THERE MAY BE OTHER INSTRUMENTS OF RECORD THAT AFFECT THIS TRACT NOT DEPICTED HEREON.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND THAT THE PROPERTY SHOWN HEREON WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

LAWRENCE M. RUSSO  
 REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5050  
 INLAND GEODETICS, LLC  
 FIRM REGISTRATION NO. 100591-00  
 1504 CHISHOLM TRAIL ROAD, SUITE 103  
 ROUND ROCK, TEXAS 78681

11/20/2019  
 REV. 12/09/2019



20' WIDE EASEMENT  
 PARCEL 1  
 BRUSHY CREEK M.U.D.

SCALE  
 1" = 300'

0.916 ACRES  
 39,908 SQ. FT.

WILLIAMSON  
 COUNTY

