

# Sheets & Crossfield, PLLC

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September 30, 2025

Via e-mail [jen@hendersonpe.com](mailto:jen@hendersonpe.com)

Joy Alappatt, Bishop of St. Alphonsa Syro-Malabar Catholic Church, Austin, Texas  
3600 CR 175  
Leander, Texas 78641

Re: Wilco SW Regional Park—Round Rock waterline easement

Dear Sir:

Please allow this letter to set out my understanding regarding our Agreement for the conveyance of a permanent waterline easement by Williamson County (the “County”) to the City of Round Rock (“City”) as part of improvements to the City’s water infrastructure system to provide utility service for the proposed St. Alphonsa Syro-Malabar Catholic Church, Austin, Texas (“St. Alphonsa”) site development (“Project”).

By execution of this letter the parties agree as follows:

1. In return for County’s delivery to City of a fully executed and acknowledged waterline easement (“Easement”) in the form substantially as shown in Exhibit “A” attached hereto and incorporated herein, and following final form approval by City, St. Alphonsa shall pay County the sum of **\$3.00/SF** multiplied by the total number of square feet within the Easement to be acquired (“Purchase Price”), currently estimated to be approximately 3,903 square feet, based upon final metes and bounds survey of the Easement area to be completed by St. Alphonsa at its sole cost prior to Closing, and in the location generally as shown on Exhibit “B” attached hereto.

2. If requested by County, the Closing and completion of this transaction shall take place at Longhorn Title Company (“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, the County shall provide reasonable assistance, at no cost to County, to cause the Title Company to issue a policy of title insurance, with standard printed exceptions, to City or to the Easement Grantee in completion of this transaction. St. Alphonsa 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. County

shall assist St. Alphonsa and Title Company with any curative measures or mortgage lien joinder, consent or subordination required as a condition of the Closing.

Upon completion of (1) the full execution of this Agreement by all parties, and (2) acknowledgment by the Title Company of delivery by St. Alphonsa of the full Purchase Price to the Title Company, St. Alphonsa, its agents and contractors shall be permitted at any time after October 15, 2025 to enter and possess the Property prior to Closing for the purpose of completing any and all necessary construction activities associated with the proposed improvement construction Project.

To the extent allowed by law St. Alphonsa, its agents and contractors agree to release, indemnify, and otherwise hold County harmless from any damages or other losses to owner or any third party resulting from any acts or omissions performed under the limited right of possession herein. The parties further agree to continue to use diligence in assisting with any title curative or lienholder consent measures required by this Agreement and the Title Company to expeditiously complete the Closing of the purchase transaction.

If this meets with your understanding, please have this letter executed by the appropriate person where indicated and return it to me, and we will have this approved and signed by the County and process this for 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,

/s/ Don Childs

Don Childs  
Sheets & Crossfield, PLLC

*[signature page follows]*

**AGREED:**



Joy Alappatt  
Joy Alappatt, Bishop of St. Alphonsa Syro-Malabar Catholic Church, Austin, Texas

Date: 09/29/2025

**ACCEPTED AND AGREED:**

**WILLIAMSON COUNTY, TEXAS**

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

Steve Snell  
County Judge

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

**EXHIBIT "A" FORM OF EASEMENT FOLLOWS**



Grantor covenants that it will not convey any other easement or conflicting rights within the Easement Area covered by this grant without the express written consent of Grantee, which consent shall not be unreasonably withheld, conditioned or delayed. Grantee shall have the right to review any proposed easement or conflicting use of the easement to determine the effect, if any, on the waterline lines contemplated herein. Prior to granting its consent for other easements, Grantee may require reasonable safeguards to protect the integrity of the waterline lines. As required by this paragraph, express written consent of Grantee shall be obtained by Grantor in the following manner: advance written notice must be given by certified mail to the (1) City of Round Rock City Manager at 221 East Main Street, Round Rock, Texas 78664, and (2) Executive Director of Public Works at 3400 Sunrise Road, Round Rock, Texas 78665.

Grantor further grants to Grantee:

- (a) the right of ingress to and egress from the Easement Area over and across Grantor's property by means of roads and lanes thereon, if such exist, otherwise by such route(s) as shall occasion the least practicable damage and inconvenience to Grantor; provided that such ingress and egress right shall not extend to any portion of Grantor's property isolated from the Easement Area by any public highway or road now or hereafter crossing the property; the foregoing right of ingress and egress includes the right of Grantee to disassemble, remove, take down, and clear away any barricade or other structure which obstructs, prevents, or hinders Grantee's ingress to and egress from Grantor's property, and should Grantee deem it necessary to so disassemble, remove, take down, or clear away any such barricade or other structure, Grantee shall, as soon as is reasonably feasible and at its sole cost and expense, replace or restore Grantor's property to as similar a condition as is reasonably practicable as existed immediately prior to Grantee's actions pursuant to this provision, unless said barricade or other structure is inconsistent with rights conveyed to Grantee herein;
- (b) the right of construction, maintaining and using such roads on and across the property as Grantee may deem necessary in the exercise of the right of ingress and egress;
- (c) the right to mark the location of the Easement Area by suitable markers; provided that such markers shall be placed in locations which will not interfere with any reasonable use Grantor shall make of the Easement Area;
- (d) the right to grade the Easement Area for the full width thereof and to extend the cuts and fills for such grading into and on the land in the Easement Area to such extent as Grantee may find reasonably necessary;
- (e) the right from time to time to trim and to cut down and clear away any and all trees and brush now or hereafter on the Easement Area and to trim and to cut down and clear away any trees on either side of the easement which now or hereafter in the reasonable opinion of Grantee may be a hazard to the waterline lines, valves, appliances, fittings, or other improvements by reason of the danger of falling thereon or root infiltration therein, or which may otherwise interfere with the exercise of Grantee's rights hereunder; provided, however, Grantee shall not trim and/or cut down and clear away any trees and/or brush outside of the Easement Area without the prior written consent of Grantor, and shall be removed by Grantee;

- (f) the right to install, maintain and use gates in all fences which now cross or shall hereafter cross the Easement Area; and
- (g) the right to support the waterline(s) across ravines and watercourses with such structures as Grantee shall deem necessary.

Grantee hereby covenants and agrees:

- (a) Grantee shall not fence the Easement Area; and
- (b) Grantee shall promptly backfill any trench made by it on the easement and repair any damage it shall do to Grantor's private roads or lanes on the lands.

Notwithstanding anything in this instrument to the contrary, Grantor also retains, reserves, and shall continue to enjoy the surface of such Easement Area for any and all purposes which do not interfere with and prevent the use by Grantee of the Easement Area, including the right to build and use the surface of the Easement Area for private streets, roads, driveways, alleys, walks, gardens, lawns, parking areas and other like uses; provided Grantor shall not erect or construct on the Easement Area any building or other structure such as a patio, swimming pool, sport court, storage shed, accessory building, barbeque pit or similar structure, or drill or operate any well, or construct any reservoir or other obstruction on the easement, or diminish or substantially add to the ground cover over the pipelines. Grantee shall not be responsible or liable for the removal, repair or damage to any property, structure, building, or other use inconsistent with the rights conveyed to Grantee by the easement. Provided however, before constructing any non-interfering improvements listed in this paragraph, at least ten (10) days' written notice shall be provided to Grantee of the general plans of the improvement to be constructed on the Easement Area, and Grantor must first obtain the consent and approval from Grantee of the construction and location of any improvements within the Easement Area, which consent and approval shall not be unreasonably withheld, conditioned or delayed. By execution and acceptance of the Easement the parties acknowledge that the existing concrete drainage structure and headwall within the Easement Area are permitted purposes, uses and improvements of Grantor within the Easement.

It is understood and agreed that any and all equipment and facilities placed upon said property by Grantee shall remain the property of Grantee.

By acceptance of this Easement Grantee acknowledges and agrees that if the location of Easement Area and/or any facilities contained therein are required to be adjusted or relocated as a direct result of any future widening or other improvement to the adjacent roadway facilities, that Grantee shall be responsible for all costs connected with obtaining a replacement easement and/or relocation of the facilities contained therein.

Grantor hereby dedicates the Waterline Easement as a public utility Waterline Easement for the purposes stated herein.

TO HAVE AND TO HOLD the rights and interests described unto Grantee and its successors and assigns forever, and Grantor does hereby bind itself, and its successors and assigns and legal representatives, to warrant and forever defend, all and singular, the above-described Waterline Easement

and rights and interests unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming, or to claim same, or any part thereof.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

*[signature page follows]*



**EXHIBIT "B" LOCATION OF EASEMENT PROPERTY  
FOLLOWS**

