

# Sheets & Crossfield, PLLC

ATTORNEYS AT LAW

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

Phone 512-255-8877 • fax 512-255-8986

lisad@scrflaw.com

March 15, 2015

Sent Via Certified Mail 7018 1830 0000 8867 8069

Charlotte Davis  
11020 Lake Whitney Drive  
Temple, TX 76502-6476

RE: Williamson County—County Road 101 expansion project  
Jonah SUD easement acquisition

Dear Ms. Davis:

As you will likely recall, Deborah Murphy from HDR along with our law firm worked with you on behalf of Williamson County ("County") for the acquisition of a portion of your property to be used for the construction of widening improvements to County Road 101.

That construction project is now finally ready to begin as soon as possible, but we have recently learned that there are some locations where the existing waterline facilities of Jonah Special Utility District ("Jonah") are within the acquired right of way parcels and in conflict with the path of the new road. As a result, these need to be relocated before the road project can begin. One of these locations is in the area of your property.

In order to move the Jonah waterline out of the path of the new road construction, we need to acquire a fifteen (15) foot wide easement adjacent to the acquired right of way parcel to replace the easements where the lines are currently located, and our firm and Deborah have once again been asked to assist with completion of this purchase. I have enclosed an excerpt from the prior right of way map which shows the location of this proposed easement.

To determine a proposed purchase price for the easement area we looked back at our previous agreement for acquisition of the right of way parcel. For your particular acquisition our appraiser valued two different "units" of your property because of different uses, the homestead area and the larger acreage area, and each had a different land value.

For the "homestead" unit in that previous transaction we paid \$31,400/acre, and for the "acreage" unit we paid \$8,850/acre, to complete the fee simple purchase of the property needed

for the roadway construction. Since the waterline easement is not a full property purchase, and because the facilities will be underground, we normally value easement areas along property boundaries at 25%-50% of the full fee value. So, in this instance we would propose to split up the proposed purchase price among the two different unit areas again as follow: proposed purchase price would be calculated as follows:

Homestead: 0.1 acre easement x \$31,400/acre x 50% rights = \$1,600 (rounded)

Acreage: 0.23 acre easement x \$8,850/acre x 50% rights ==\$1,020

TOTAL: \$2,620

Please let us know as soon as possible if this purchase price will be acceptable and we can follow up with completion of a simple letter agreement to allow us to order the payment funds and finish this transaction so the relocation of the lines (and then road construction) can begin. Although I know we have been waiting a while for the roadway project to actually start, we are now ready to proceed as quickly as possible so we very much appreciate your prompt response to this issue. For your additional information we have also included Jonah's standard easement document for your review.

Please feel free to call me at (512) 738-8731, or Deborah Murphy at (512) 663-2604 with any questions regarding the details of the proposed purchase transaction, if you would like to meet with one of us to discuss this further, or anything else regarding the acquisition process.

We hope to hear from you soon, but if not the Deborah or I will follow up with you again to try and move this toward completion. Thank you in advance for your continued patience and assistance with this roadway project.

Very Truly Yours,




Lisa Dworaczyk  
Sheets & Crossfield, P.C.

Enclosure:  
Right of Way/Easement map exhibit  
Jonah SUD Easement document

cc: Deborah Murphy—HDR (via e-mail)  
Maria Castanon—HNTB (via e-mail)

APPROVED:

  
\_\_\_\_\_  
Bill Gravell Jr.  
Williamson County Judge

**WATERLINE EASEMENT**

County Road 101

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

**GRANT OF EASEMENT:**

CHARLOTTE LYN DAVIS ("Grantor", whether one or more), for the sum of Ten and No/100 Dollars (\$2,620.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, does hereby grant, sell and convey 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 approximately 0.33 acre, being the property of Grantor which is more particularly described on Exhibit "A" attached hereto, located in Williamson County, Texas; and incorporated herein by reference. (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 available from a 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 encumbrances and liens except the following: \_\_\_\_\_

**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 29 day of March, 2019.

*[signature page follows]*

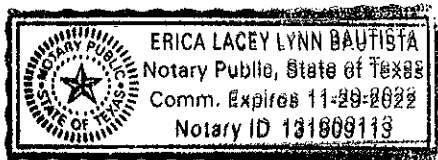
**GRANTOR:**


  
Charlotte Lyn Davis

**ACKNOWLEDGMENT**

STATE OF TEXAS  
COUNTY OF Bell

This instrument was acknowledged before me on this the 29<sup>th</sup> day of March, 2019 by Charlotte Lyn Davis in the capacity and for the purposes and consideration recited therein.



  
Notary Public, State of Texas

**PREPARED IN THE OFFICE OF:**

Sheets & Crossfield, P.C.  
309 East Main  
Round Rock, Texas 78664

**GRANTEE'S MAILING ADDRESS:**

Williamson County, Texas  
Attn: County Auditor  
710 Main Street, Suite 101  
Georgetown, Texas 78626

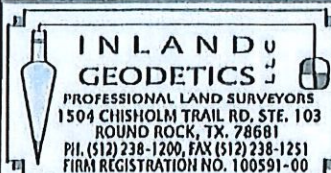
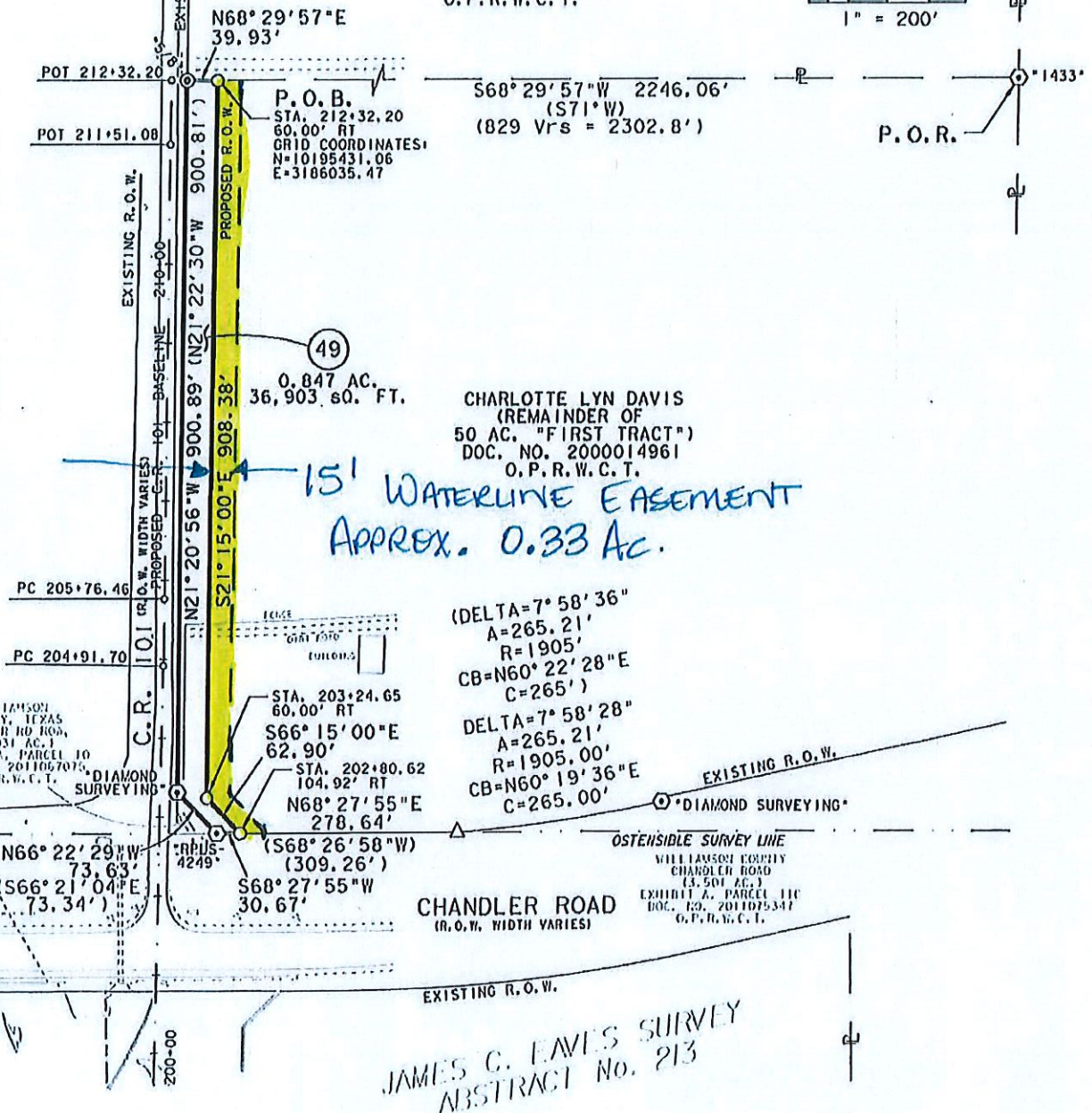
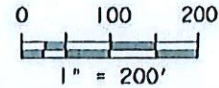
**AFTER RECORDING RETURN TO:**



## PLAT TO ACCOMPANY PARCEL DESCRIPTION

REV. 10/05/16  
PAGE 3 OF 4SILAS PALMER SURVEY  
ABSTRACT No. 199

JERRY WAYNE ROZNOVAK AND  
LINDA ROZNOVAK  
(30 AC.)  
VOL. 352, PG. 98  
D.R.W.C.T.  
DOC. NO. 2006083935  
O.P.R.W.C.T.

PARCEL PLAT SHOWING PROPERTY OF  
CHARLOTTE LYN DAVIS

PARCEL 49

SCALE  
1" = 200'PROJECT  
CR 101COUNTY  
WILLIAMSON