

# Sheets & Crossfield, PLLC

ATTORNEYS AT LAW

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

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

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

June 24, 2021

Andrew & Maedelle Anthony  
101 Jacobs Way  
Hutto, TX 78634

Re: Williamson County—Westinghouse Road/CR111  
Jonah SUD waterline easement  
Parcel No.: 25WE

Dear Mr. & Mrs. Anthony:

Please allow this letter to set out my understanding regarding our Agreement for the acquisition of a waterline easement interest in and across portions of your property (“Owner”) as part of Williamson County’s (“County”) proposed CR 111 roadway improvements and related appurtenances and utility adjustments (“Project”).

By execution of this letter the parties agree as follows:

1. In return for Owner’s delivery to County of a fully executed and acknowledged waterline easement (“Easement”) in and across that certain parcel of land totaling 2,188 SF, and in the form as set out in Exhibit “A” attached hereto and incorporated herein, County shall pay Owner the sum of **\$3,369.00** in good funds.

2. 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 Closing and payment 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,

*Lisa Dworaczyk*

Lisa Dworaczyk  
Sheets & Crossfield, PLLC

**AGREED:**

*Andrew L. Anthony*  
Andrew L. Anthony

Date: 6/25/21

*Maedelle T. Anthony*  
Maedelle, T. Anthony

Date: 6/25/21

**ACCEPTED AND AGREED:**

WILLIAMSON COUNTY, TEXAS

By *Valerie Covey*  
Valerie Covey (Jul 15, 2021 15:45 CDT)  
Valerie Covey  
County Commissioner

Jul 15, 2021  
Date: \_\_\_\_\_

EXHIBIT "A" FORM OF EASEMENT FOLLOWS

**WATERLINE EASEMENT**  
County Road 111/Westinghouse

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

**GRANT OF EASEMENT:**

ANDREW L. ANTHONY and MAEDELLE T. ANTHONY ("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 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 that certain 2,188 square foot tract of land, 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 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 15<sup>th</sup> day of June, 2021.

*[signature pages follow]*

**GRANTORS:**

By: Andrew L. Anthony  
ANDREW L. ANTHONY

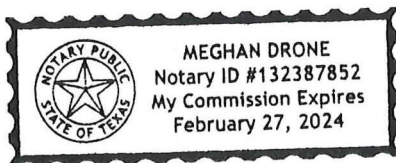
By: Maedelle T. Anthony  
MAEDELLE T. ANTHONY

**Acknowledgment**

STATE OF TEXAS

COUNTY OF Williamson

This instrument is acknowledged before me on the 25<sup>th</sup> day of June, 2021,  
by Andrew L. Anthony and Maedelle T. Anthony, in the capacity and for the purposes and  
consideration recited herein.



Meghan Drone  
Notary Public, State of Texas  
Printed Name: Meghan Drone  
My Commission Expires: 2-27-24



Page 1 of 2  
Proj No. 22009  
October 27, 2020

Parcel 25-E  
2188 Sq Ft Easement  
Lot 1, Block A, Valley Vista  
John McQueen Survey, A-426  
Williamson County, Texas

### PARCEL 25 EASEMENT

DESCRIPTION OF A 2188 SQUARE FOOT TRACT OF LAND LOCATED IN THE JOHN MCQUEEN SURVEY, ABSTRACT 426, WILLIAMSON COUNTY, TEXAS, BEING OUT OF LOT 1, BLOCK A, VALLEY VISTA SUBDIVISION, A MAP OF WHICH IS RECORDED IN CAB. P, SLIDE 18, OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID LOT 1 BEING CONVEYED TO ANDREW L. ANTHONY, ET UX, BY SPECIAL WARRANTY DEED OF RECORD IN DOCUMENT NUMBER 2008033574, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 2188 SQUARE FOOT TRACT OF LAND BEING SURVEYED ON THE GROUND IN OCTOBER 2016 TO OCTOBER 2020, UNDER THE DIRECT SUPERVISION OF MIGUEL A. ESCOBAR, LSLS, RPLS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**COMMENCING**, at a 1/2 inch iron rod found in the north line of County Road 111, a variable width roadway, no dedication found to date, being the southeast corner of that certain called 67.07 acre tract of land conveyed to Ernest W. Kimbro by General Warranty Deed of record in Document No. 2007004401 of the Official Public Records of Williamson County, Texas, same being the southeast corner of that certain called 3.885 acre tract of land conveyed to Williamson County by deed of record in Document No. 2018082244 of said Official Public Records of Williamson County, Texas, same being the southwest corner of Lot 1, Block A, said VALLEY VISTA SUBDIVISION, same being the southwest corner of that certain 0.026 acre tract of land conveyed to Williamson County by deed of record in Document No. 2018107579, said Official Public Records of Williamson County, Texas;

**THENCE**, North 21°15'14" West, departing the north boundary line of County Road 111, with the common line of said 67.07 acre, 0.026 acre, and 3.885 acre tracts and said Lot 1, a distance of 21.58 feet, to a 1/2 inch iron rod with cap stamped "STEGER BIZZELL" previously set in the east line of said 67.07 acre tract, for the easternmost northeast corner of said 3.885 acre tract, same being the northwest corner of said 0.026 acre tract, for the **POINT OF BEGINNING**, and for the southwest corner of the herein described tract;

**THENCE**, North 21°15'14" West, with the east boundary line of said 67.07 acre tract, same being the west boundary line of said Lot 1, a distance of **15.31 feet**, to a point for the northwest corner of the herein described tract;

**THENCE**, North 80°18'52" East, over and across said Lot 1, a distance of **184.04 feet**, to a point in said north line of County Road 111, same being the south line of said Lot 1, for

*MAG*  
*10/27/2020*

STEGER BIZZELL

1978 S. Austin Ave  
Georgetown, TX 78626

Page 2 of 2  
Proj No. 22009  
October 27, 2020

Parcel 25-E  
2188 Sq Ft Easement  
Lot 1, Block A, Valley Vista  
John McQueen Survey, A-426  
Williamson County, Texas

the southeast corner of the herein described tract, from which point a 1/2 inch iron rod found for the southeast corner of said Lot 1 bears North 68°45'04" East, a distance of 107.00';

**THENCE, South 68°45'04" West**, with the north line of said 0.026 acre tract of land and with said common line of County Road 111 and Lot 1, a distance of **74.83 feet**, to a 1/2 inch iron rod with cap stamped "RPLS 5784" for the southwest corner of the herein described tract;

**THENCE, South 80°18'52" West**, over and across said Lot 1, a distance of **107.66 feet**, to the **POINT OF BEGINNING**, and containing 2188 square feet of land, more or less, within these metes and bounds.

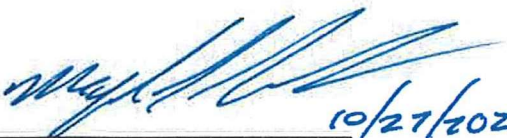
Bearings are based on the Texas Coordinate System of 1983, Central Zone (NAD\_83 (2011)). All distances shown hereon are surface values represented in U.S. Survey Feet based on a Grid-to-Surface Combined Adjustment Factor of 1.00013.

The foregoing metes and bounds description and survey on which it is based is accompanied by and a part of a survey map of the subject tract.

The subject tract is an easement, monuments were not set for corners.

I certify that this description was prepared from a survey made on the ground in October 2016 to October 2020, under my supervision.

Steger & Bizzell Engineering Inc.

  
10/27/2020

Miguel A. Escobar, LSLS, RPLS  
Texas Reg. No. 5630  
1978 South Austin Avenue  
Georgetown, Texas 78626  
(512) 930-9412  
TBPELS Firm No. 10003700

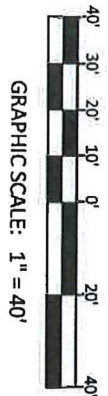




CALLLED 67.07 AC (TRACT 1)  
ERNEST W. KIMBRO  
DOC NO. 2007004401, OPR

15' TEXAS UTILITIES ELECTRIC CO.  
EASEMENT  
DOC NO. 1997041730, OPR

LOT 1, BLOCK A  
VALLEY VISTA  
CAB P, SLIDE 18, PR  
ANDREW L. ANTHONY ET UX  
DOC NO. 2008033574, OPR



JOHN MCQUEEN SURVEY  
ABSTRACT 426  
WILLIAMSON COUNTY, TEXAS

- NOTES:
1. BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (NAD 83 (2011)). ALL DISTANCES SHOWN HEREON ARE SURFACE VALUES REPRESENTED IN U.S. SURVEY FEET BASED ON A GRID-TO-SURFACE COMBINED ADJUSTMENT FACTOR OF 1.00013.
  2. REFERENCE IS HEREON MADE TO THE METES AND BOUNDS DESCRIPTION OF THIS TRACT ACCOMPANYING THIS SKETCH.
  3. THE SUBJECT TRACT SHOWN HEREON IS AN EASEMENT, MONUMENTS WERE NOT SET FOR CORNERS.

CALLLED 3.885 AC  
WILLIAMSON COUNTY  
DOC NO. 2018082244, OPR

POB  
"STEGE  
BIZZELL"  
N 21° 15' 14" W  
21.58'

CALLLED 0.026 AC.  
WILLIAMSON COUNTY  
DOC NO. 2018107579, OPR

CR 111

(ROW VARIES)  
(NO DEDICATION FOUND TO DATE)

15' PUE  
CAB P, SLIDE 18, PR  
N 68° 45' 04" E  
107.00'  
10' GTE SOUTHWEST INC.  
EASEMENT  
DOC NO. 1997056601, OPR

Line Table		
Line #	Direction	Length
L1	N 21° 15' 14" W	15.31'
L2	S 80° 18' 52" W	107.66'

LEGEND

- IRON ROD FOUND (1/2" OR AS NOTED)
- RIGHT-OF-WAY
- OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
- PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
- POINT OF BEGINNING
- POINT OF COMMENCING
- 1/2" IRON ROD WITH CAP STAMPED "RPLS 5784" OR "STEGE BIZZELL" PREVIOUSLY SET

THIS IS TO CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND IN OCTOBER 2016 TO OCTOBER 2020, BY ME OR UNDER MY SUPERVISION, THAT THIS SURVEY PLAT REPRESENTS THE FACTS FOUND AT THE TIME OF THE SURVEY.

STEGER BIZZELL

MIGUEL A. ESCOBAR, L.S.L.S., R.P.L.S.  
TEXAS REG. NO. 5630



PARCEL 25-E  
SKETCH TO ACCOMPANY DESCRIPTION  
OF A 2188 SQ. FT EASEMENT  
OUT OF  
LOT 1, BLOCK A, VALLEY VISTA  
WILLIAMSON COUNTY, TEXAS

STEGER BIZZELL

1978 S. AUSTIN AVENUE  
GEORGETOWN, TX 78626  
512.930.9412  
TELEPHONE NO. 1002030  
STEGEBIZZELL.COM

DATE 10-27-2020

JOB NO. 22009