

Sheets & Crossfield, P.C.

ATTORNEYS AT LAW

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

Phone 512-255-8877 • Fax 512-255-8986 • E-mail tad@scrflaw.com

February 19, 2020

John and Theresa Doane
9201 Norchester Court
Austin, Texas 78729

RE: Williamson County Drainage Easement

Dear Mr. and Mrs. Doane:

First, thank you for your continued communication with this office and your willingness to work with Williamson County, Texas (the "County"). Please allow this letter, to serve as a detail of the agreement between you and the County regarding the Forest North area drainage project. In addition to the \$2,000 purchase price agreement for the 0.004-acre drainage easement and .009 Temporary Construction Easement on your property at 9201 Norchester Court, Austin, Texas 78729, the County also agrees to the following four accommodations in order to expeditiously facilitate the execution of these easements.

1. Driveways will be accessible by the end of each workday, and repairs will be made upon completion of the entirety of the work. Notice will be provided to homeowners and residents at least 48 hours prior to any driveway-access interruptions. Some footpath access and on-street parking will be temporarily unavailable during construction. Parking on the street will not be possible during construction activities. Prior to each day of construction, vehicles parked on the street must be moved.
2. During construction, temporary fences will be installed to keep pets contained on the property. After the drainage improvement work is complete, any removed fencing will be replaced with the same type of material that was present before construction. For example, the wrought-iron fence at your property will be replaced with wrought-iron fence. The proposed drainage infrastructure (pipes and access manhole) will be contained within the permanent 10-ft easement, which the County will be able to access if necessary.
3. After construction is complete, the driveway will be replaced up to the limits of the disturbed area in the same location as the existing driveway. The fence will be replaced closer to the North Property line (separating 9201 and 9200 Norchester Ct) slightly increasing the size of the fenced in yard at 9201. The fence will be installed in this new location to allow maintenance access to the new manhole.

4. Lastly, water mains and water meters will be relocated according to the attached plans.

If this correctly outlines the agreement between you and the County, please execute this letter where indicated and return it to this office. Please also execute and return to this office the easement with a notarized signature.

In order to process your payment, the County will need a completed W-9 tax form. Please complete the enclosed W-9 and return it to this office with the other documents, and payment will be processed as quickly as possible upon receipt of this letter, the executed easement, and the completed W-9. As discussed, the easement will not be recorded until you have received the agreed payment of \$2,000.

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

Sincerely,

Mylan W. Shaunfield

AGREED:

OWNER:

By:
John Doane

Date: 2/18/20

By:
Theresa Doane

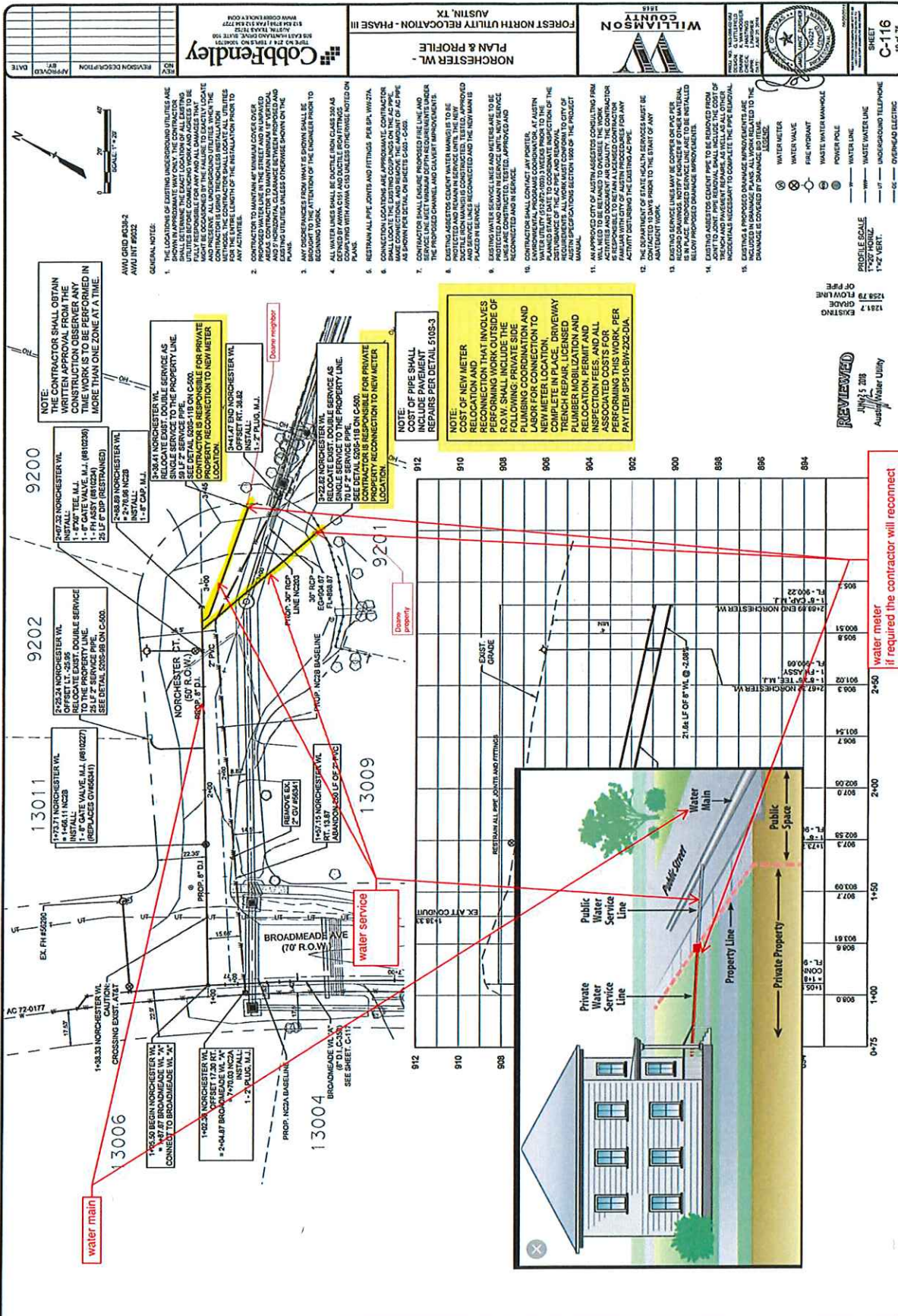
Date: 2/19/20

WILLIAMSON COUNTY, TEXAS

By: _____

Title: _____

Date: _____



NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

**STORM SEWER, DRAINAGE AND
TEMPORARY CONSTRUCTION EASEMENT**

THE STATE OF TEXAS

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§

KNOW ALL BY THESE PRESENTS:

COUNTY OF WILLIAMSON

That **JOHN DOANE** and **THERESA DOANE** whose current address is 9201 Norchester Court, Austin, Texas 78729, (herein after referred to as "Grantor" whether one or many), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration paid by **WILLIAMSON COUNTY, TEXAS** (hereinafter referred to as "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby GRANT, SELL and CONVEY unto Grantee certain rights and interests in the nature of a perpetual storm sewer and drainage easement and right-of-way in, upon, over, under, above and across the following described property ("Drainage Easement"):

All of that certain 0.004 acre (185 square foot), tract of land situated in the Elisha Allen Survey, Williamson County, Texas, being a portion of Lot 124, of Forest North Estates Phase Two, a subdivision according to the plat thereof recorded in Cabinet B, Slide 278-281 of the Plat Records of Williamson County, Texas, and being conveyed to John Doane and Theresa Doane, husband and wife, by instrument recorded in Document No. 2014072187 of the Official Records of Williamson County, Texas, said 0.004 acre (185 square foot) tract of land being more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein.

The perpetual Drainage Easement, right-of-way, rights and privileges herein granted shall be used for the purposes of location, placement, relocation, construction, operation, enlargement, maintenance, alteration, repair, rebuilding, removal and patrol of storm sewer utilities and drainage facilities, to-wit: open drainage channel and storm sewers and collection facilities, drainage pipes and all other surface and subsurface drainage structures, lines, connecting lines, access facilities and related equipment, all necessary conduits, valves, vaults, manholes, ventilators and appurtenances, and any necessary accessories thereto (collectively the "Facilities").

This conveyance is made and accepted subject to any and all conditions and restrictions, if any, relating to the hereinabove described property to the extent, and only to the extent, that the same may still be in force and effect and shown of record in the office of the County Clerk of Williamson County, Texas.

Except as otherwise noted, the easement, rights and privileges herein granted shall be perpetual, provided however that said easement, rights, and privileges shall cease and revert to Grantors in the event the utilities are abandoned, or shall cease to be used, for a period of five (5) consecutive years.

The perpetual Drainage Easement, right-of-way, rights, and privileges granted herein are exclusive, and Grantor covenants not to convey any other easement or conflicting rights within the premises covered by this grant, without the express written consent of Grantee, which consent shall not be unreasonably withheld. Grantee shall have the right to review any proposed easement or conflicting use to determine the effect, if any, on the utilities contemplated herein. Prior to granting its consent for other easements, Grantee may require reasonable safeguards to protect the integrity of the utilities thereon.

For the same consideration referenced above, Grantor hereby further GRANTS, SELLS and CONVEYS to Grantee a temporary construction easement over, across and upon the following tract of land ("Temporary Construction Easement"):

Being a .009 acre (388 square foot) tract of land situated in the Elisha Allen Survey, Abstract No. 18, Williamson County, Texas, being a portion of Lot 124, of Forest North Estates, Phase five, a subdivision according to the plat thereof recorded in Cabinet D, Slides 1-2 of the Plat Records of Williamson County, Texas, and described in Texas Special Warranty Deed to John Doane and Theresa Doane and recorded in document no. 2014072187 of the Official Public Records of Williamson County, Texas; said 388 square feet being shown by sketch in Exhibit "A" attached hereto and incorporated herein for all purposes.

This Temporary Construction Easement, right-of-way, rights and privileges herein granted shall be used for the purposes of the initial installation of the Facilities. This Temporary Construction Easement shall terminate upon the expiration of twenty-four (24) months after the first entry upon the Temporary Construction Easement for the purposes set out herein, or on the date of the completion of the initial installation of the Facilities, whichever occurs first. The Drainage Easement and the Temporary Construction are hereinafter collectively referred to herein as the "Easements".

Grantor further grants to Grantee:

- (a) the right to grade the Easements for the full width thereof and to extend the cuts and fills for such grading into and on the land along and outside the Easements to such extent as Grantee may find reasonably necessary, so long as prior written landowner approval is obtained for any grading, cutting, or filling to be done outside the Easements;
- (b) the right of ingress to and egress from the Easements over and across Grantors property by means of roads and lanes thereon, if such exist; otherwise by such route or routes as shall occasion the least practicable damage and inconvenience to Grantor; provided that such right of ingress and egress shall not extend to any portion of Grantors property which is isolated from the Easements by any public highway or road now crossing or hereafter crossing the property; the foregoing right of ingress and egress includes the right of the Grantee to disassemble, remove, take down, and clear away any fence, barricade, or other structure which obstructs, prevents, or hinders Grantee's ingress to and egress from the Grantors property, and should Grantee deem it necessary to so disassemble, remove, take down, or clear away any such fence, barricade, or other structure, Grantee shall, as soon as is reasonably feasible, replace or restore Grantors property to as similar a condition as reasonably practicable as existed immediately prior to Grantee's actions pursuant to this

provision, unless said fence, barricade, or other structure is inconsistent with the rights conveyed to Grantee herein;

- (c) the right of grading for, 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 or to provide access to property adjacent to the Easements;
- (d) 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 and to trim and to cut down and clear away any trees on either side of the Easements which now or hereafter in the opinion of Grantee may be a hazard to any the pipeline, valves, appliances or fittings, 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, that all trees which Grantee is hereby authorized to cut and remove, if valuable for timber or firewood, shall continue to be the property of Grantor, but all tops, lops, brush and refuse wood shall be burned or removed by Grantee;
- (e) the right to mark the location of the Easements by suitable markers set in the ground; provided that such markers shall be placed in fences or other locations which will not interfere with any reasonable use Grantor shall make of the Easements;

Grantee hereby covenants and agrees:

- (a) Grantee shall not fence the Easements;
- (b) Grantee shall promptly backfill any trench made by it on the Easements and repair any damage it shall do to Grantors private roads or lanes on the lands;

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

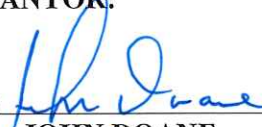
Grantor hereby dedicates the Drainage Easement as drainage and storm sewer easement for the purposes stated herein.

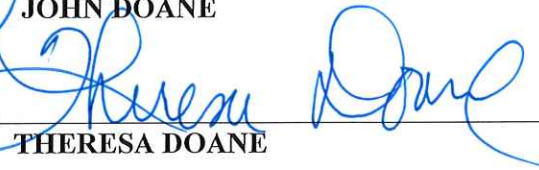
TO HAVE AND TO HOLD the rights and interests described unto Grantee and its successors and assigns, forever, together with all and singular all usual and customary rights thereto in anywise belonging, and together with the right and privilege at any and all times to enter said premises, or any part thereof, for the purpose of constructing or maintaining said utilities and for making connections therewith, and Grantors do hereby bind themselves, their successors and assigns and legal representatives, to WARRANT AND FOREVER DEFEND, all and singular, the said easement and rights and interests unto the Williamson County, Texas, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

[Acknowledgements on next page]

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed and effective on the latest date of acknowledgement below.

GRANTOR:

By: 
JOHN DOANE

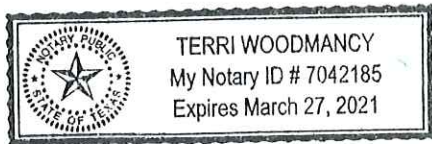
By: 
THERESA DOANE

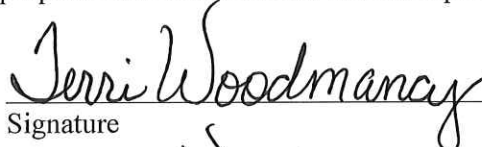
ACKNOWLEDGMENT

THE STATE OF TEXAS §

COUNTY OF Williamson §

This instrument was acknowledged before me on this the 19th day of the month of February, 2020, by **JOHN DOANE**, known by me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of and on behalf of said entity and in the capacity and for the purposes and consideration therein expressed.




Signature

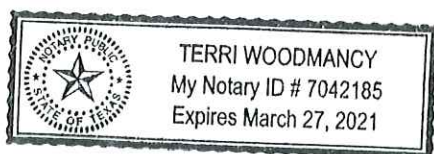
Terri Woodmancy
Printed Name

Notary Public, State of Tx

THE STATE OF TEXAS §

COUNTY OF Williamson §

This instrument was acknowledged before me on this the 19th day of the month of February, 2020, by **THERESA DOANE**, known by me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of and on behalf of said entity and in the capacity and for the purposes and consideration therein expressed.




Signature

Terri Woodmancy
Printed Name

Notary Public, State of Tx

Page 1 of 3
06/15/2018

PROPERTY DESCRIPTION

06/20/2018
Date

PLAT TO ACCOMPANY DESCRIPTION

LEGEND

●	1/2" IRON ROD FOUND UNLESS NOTED
△	CALCULATED POINT
ℙ	PROPERTY LINE
P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
T.C.E.	TEMPORARY CONSTRUCTION EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
()	RECORD INFORMATION
⋈	WATER VALVE
⊗	WATER METER
⚡	POWER POLE
—OE—	OVERHEAD UTILITY
—□—	IRON FENCE
—W—W—	WOODEN FENCE

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 06/20/2018
 LAWRENCE M. RUSSO DATE
 REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5050
 INLAND GEODETICS, LLC
 FIRM REGISTRATION NO. 100591-00
 1504 CHISHOLM TRAIL ROAD, SUITE 103
 ROUND ROCK, TEXAS 78681



JOHN DOANE AND THERESA DOANE
 EASEMENT
 0.004 ACRES
 185 SQUARE FEET