

Sheets & Crossfield, P.C.

ATTORNEYS AT LAW

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

Phone 512-255-8877 • fax 512-255-8986

August 11th, 2011

John & Brenda Lapaglia
1650 CR 138
Hutto, TX 78634-5118

RE: Williamson County--CR 138 improvement project
Drainage Easement acquisition--Parcel 3E (368 SF)

Dear Mr. and Mrs. Lapaglia:

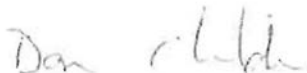
As you are aware, our law firm represents Williamson County ("County") in the acquisition of certain drainage easement interests required for the construction of improvements to CR 138 and related drainage in the area of our property. Please allow this letter to set out my understanding regarding our agreement for the County's purchase of a drainage easement necessary for the construction of this project.

In return for granting a drainage easement in and to approximately 368 square feet, Williamson County will pay the sum of \$1,000.00. The form of the drainage easement will be as shown in Exhibit "A" attached. Any existing fencing on your property which is disturbed by Williamson County or its contractors during the construction of the drainage improvements in the easement area or the adjacent CR 138 roadway improvements will be restored as near as practicable to its prior condition as part of the construction project.

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

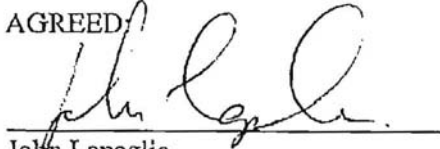
Please feel free to contact me at any time if you have any questions or concerns about these issues.

Sincerely,

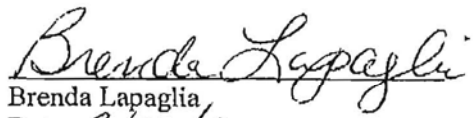


Don Childs
Sheets & Crossfield, P.C.

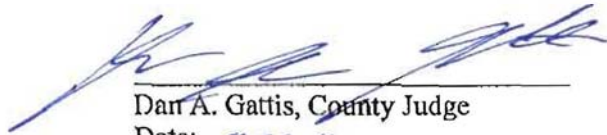
AGREED:

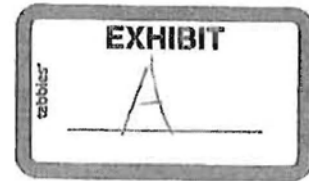

John Lapaglia

Date: 8/12/11


Brenda Lapaglia
Date: 8/12/11

WILLIAMSON COUNTY, TEXAS


Dan A. Gattis, County Judge
Date: 8-28-11



DRAINAGE EASEMENT

CR 138

THE STATE OF TEXAS

§

§

KNOW ALL BY THESE PRESENTS:

COUNTY OF WILLIAMSON

§

That JOHN LAPAGLIA and BRENDA LAPAGLIA, and their successors and assigns, hereinafter referred to as Grantor (whether one or more), for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars cash in hand paid and other good and valuable consideration paid to Grantor by WILLIAMSON COUNTY, TEXAS, its agents and assigns, hereinafter referred to as Grantee, receipt of which consideration is hereby acknowledged, has GRANTED, SOLD and CONVEYED, and by these premises does hereby GRANT, SELL and CONVEY unto Grantee a perpetual easement interest in, on, over, upon, above and across the below-described property:

All of that certain 368 square feet of land in the John Caruthers Survey, Abstract No. 127 in Williamson County, Texas; said 368 square foot tract being more particularly described in Exhibit "A" attached hereto and made a part hereof for all intents and purposes hereunto and in any wise pertaining.

The perpetual easement, right-of-way, rights and privileges herein granted shall be used for the purposes of opening, constructing and maintaining a permanent drainage easement, along with any structures and grading which may be necessary to facilitate the proper drainage of the adjacent property and roadway facilities, in, along, upon and across said premises described in Exhibit "A" together with the right and privilege at all times of the Grantee herein, its agents, employees and representatives of ingress and egress to and from said premises for the purpose of making any improvements, modifications or repairs which the County deems necessary.

The perpetual easement, right-of-way, rights and privileges herein granted shall also encompass the right of Grantee to trim, cut, fell and remove therefrom all trees, underbrush, vegetation, and obstructions, structures or obstacles within the limits of the Property, but only such as necessary to carry out the purposes of the easement; reserving to the landowners and their heirs and assigns, however, all such rights and privileges as may be used without interfering with or abridging the rights and purposes of the easement herein acquired by Grantee.

To the extent allowed by law, Grantee shall indemnify Grantor against any loss and damage which shall be caused by the exercise of the rights of ingress and egress or by any wrongful or negligent act or omission of Grantee's agents or employees in the course of their employment. Grantee shall be responsible for the correction of, or compensation for, any damage to Grantor's property which is the result of actions outside the granted purposes of this easement.

TO HAVE AND TO HOLD the same, in perpetuity, in and to Grantee, and its successors and assigns, 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 drainage and for making connections therewith.

Grantor does hereby bind his heirs, executors, administrators and assigns to WARRANT AND FOREVER DEFEND, all and singular, the said premises unto Williamson County, Texas, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Grantors, but not otherwise.

The perpetual 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.

EXECUTED on this the ____ day of _____, 2011.

GRANTOR:



John Lapaglia

Brenda Lapaglia

ACKNOWLEDGMENT

THE STATE OF _____

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KNOW ALL BY THESE PRESENTS:

COUNTY OF _____

§

This instrument was acknowledged before me on this the _____ day of the month of _____, 2011, by John Lapaglia and Brenda Lapaglia, known by me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Notary Public, State of _____

PREPARED IN THE OFFICE OF:

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

AFTER RECORDING RETURN TO:

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