

Sheets & Crossfield, PLLC

ATTORNEYS AT LAW

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

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January 21, 2019

Joseph DiMaggio
Sarah DiMaggio
13417 Wisterwood Street
Austin, Texas 78729

Via USPS First Class

RE: Williamson County Drainage Easement
Easement Offer

Dear Mr. and Ms. DiMaggio:

I am again writing on behalf of Williamson County, Texas regarding the on-going drainage project in the Forest North area. Williamson County plans to continue this project in the area on and adjacent to your property at 13714 Wisterwood Street, Austin, Texas 78729, and in order to make the improvements, Williamson County needs a drainage easement.

I have sent letters to you previously asking for donation of the easement without agreement. At this time, the County is willing to offer \$4,750.00 to purchase the drainage easement, which is described in the included Drainage Easement document.

If this is acceptable, please execute this letter where indicated and return it to me. Please also execute the Easement with a notarized signature and return it to me as well.

In order to process your payment, the County also needs a completed W-9 tax form. Please complete the enclosed W-9 and return it to me.

Upon receipt of this letter, the Easement and the W9 signed by you, we will have the letter executed by the City and processed for payment as quickly as possible. I will return a copy of the fully executed letter to you. The Easement will not be recorded until I have delivered the payment to you.

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

Sincerely,



Tad Cleaves

AGREED:

OWNER:

By: 
Joseph DiMaggio

Date: 1-22-19

By: 
Sarah DiMaggio

Date: 1-22-19

WILLIAMSON COUNTY, TEXAS

By: 

Title: County Judge

Date: 1/30/19

Enclosures

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. 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.

Grantor further grants to Grantee:

- (a) the right to grade the easement for the full width thereof and to extend the cuts and fills for such grading into and on the land along and outside the easement to such extent as Grantee may find reasonably necessary;
- (b) the right of ingress to and egress from the easement 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 easement 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 easement;
- (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 easement 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 easement 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 easement;

Grantee hereby covenants and agrees:

- (a) Grantee shall not fence the easement;
- (b) Grantee shall promptly backfill any trench made by it on the easement 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 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.

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

GRANTOR:

By: _____
Joseph DiMaggio

By: _____
Sarah DiMaggio

(Acknowledgements Next Page)

**JOINER AND CONSENT OF LIENHOLDER
TO EASEMENT**

University Federal Credit Union, as Beneficiary of a **Deed of Trust**, dated November 29, 2016, and recorded in Document No. 2016111665, Official Public Records of Williamson County, Texas, executed by **Joseph DiMaggio** and **Sarah DiMaggio**, securing a certain promissory note of even date therewith (the "Grantor Security Documents") that created liens, security interests and other rights and powers that encumber all or parts of the property described in Exhibit "A" ("Grantor Liens"), executes this Easement ("Easement") for the limited purpose of (i) consenting to the terms and conditions of the foregoing Easement and (ii) agreeing that the Grantor Security Documents and the Grantor Liens are and shall be subordinate and inferior to all of the easements, restrictions, terms and provisions of the Easement, so that no enforcement of the terms of the Grantor Security Documents shall amend, impair or otherwise affect the easements, restrictions, terms or provisions of said Easement.

University Federal Credit Union

By: _____
Name: _____
Title: _____

ACKNOWLEDGEMENT

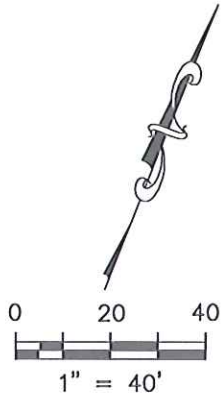
THE STATE OF _____

COUNTY OF _____

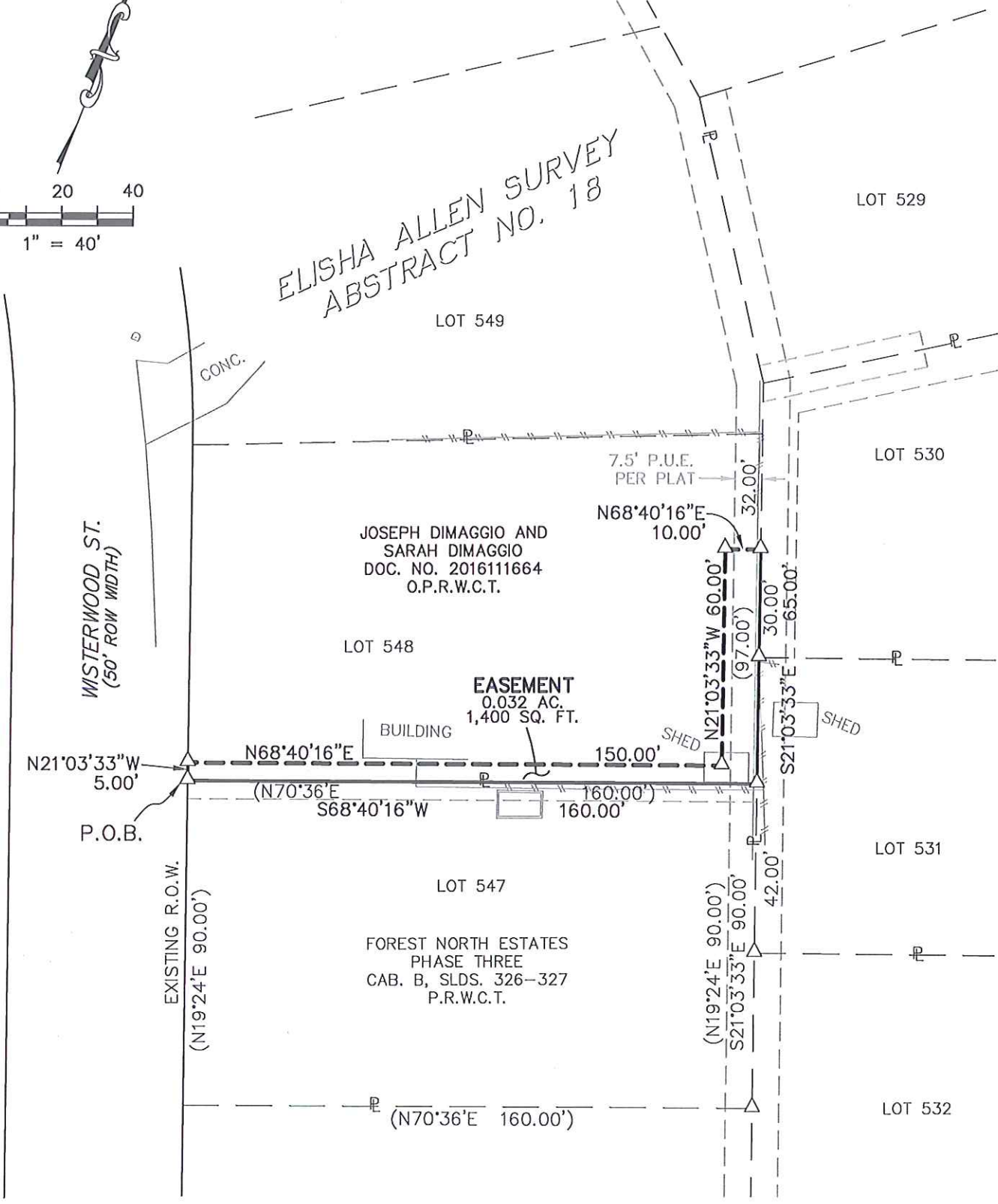
This instrument was acknowledged before me on this ____ day of _____, 2018, by _____ (Name), _____ (Title) of **University Federal Credit Union**, known to me to be the person whose name is subscribed to the preceding instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein stated.

Notary Public in and for the State of _____
Printed Name: _____

PLAT TO ACCOMPANY DESCRIPTION



ELISHA ALLEN SURVEY
ABSTRACT NO. 18



WISTERWOOD ST.
(50' ROW WIDTH)

JOSEPH DIMAGGIO AND
SARAH DIMAGGIO
DOC. NO. 2016111664
O.P.R.W.C.T.

EASEMENT
0.032 AC.
1,400 SQ. FT.

N21°03'33"W
5.00'
P.O.B.

EXISTING R.O.W.
(N19°24'E 90.00')

FOREST NORTH ESTATES
PHASE THREE
CAB. B, SLDS. 326-327
P.R.W.C.T.

01-23-2018

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

**JOSEPH DIMAGGIO AND
SARAH DIMAGGIO
EASEMENT
0.032 ACRES
1,400 SQUARE FEET**

PLAT TO ACCOMPANY DESCRIPTION

LEGEND

⊙	1/2" IRON PIPE FOUND	P.O.B.	POINT OF BEGINNING
⊙	IRON ROD WITH CAP FOUND	P.O.C.	POINT OF COMMENCEMENT
●	1/2" IRON ROD FOUND UNLESS NOTED	⊕	WATER VALVE
△	CALCULATED POINT	⊙	GAS METER
ℙ	PROPERTY LINE	⊙	POWER POLE
D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS	⊙	MAILBOX
P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS	⊙	DOWN GUY
O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS	⊙	TREE
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS	—OE—	OVERHEAD UTILITY
P.U.E.	PUBLIC UTILITY EASEMENT	—//—	WOODEN FENCE
()	RECORD INFORMATION	—⊕—	CHAINLINK FENCE
		—x—	WIRE FENCE
		—∩—	BREAK LINE
		ℙ	PROPERTY LINE

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.

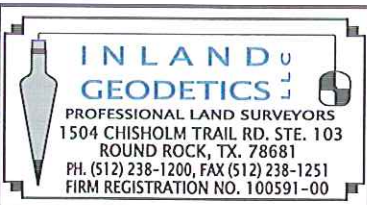
2) THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A TITLE ABSTRACT. THERE MAY BE OTHER INSTRUMENTS OF RECORD THAT AFFECT THIS TRACT NOT DEPICTED HEREON.

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 02/01/2018
 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



01-23-2018



JOSEPH DIMAGGIO AND
 SARAH DIMAGGIO
 EASEMENT
 0.032 ACRES
 1,400 SQUARE FEET