Sheets & Crossfield, PLLC

ATTORNEYS AT LAW

309 East Main Street • Round Rock, TX 78664-5246
Phone 512-255-8877 • fax 512-255-8986
don@scrrlaw.com

December 12, 2019

Misti & Thomas Nicholson 3805 Oakridge Drive Round Rock, Texas 78681

Re:

Williamson County—Great Oaks Bridge Grading Easement

Parcel 1

Dear Mr. & Mrs. Nicholson:

Please allow this letter to set out my understanding regarding our contractual agreement for the purchase of a permanent grading easement interest in and across a portion of your ("Owner") property as part of Williamson County's ("County") proposed improvements to the Great Oaks bridge upgrade and extension ("Project").

The parties hereby agree as follows:

In return for granting County a permanent grading easement across approximately 0.041 acre, the location of which is more particularly described by metes and bounds on Exhibit "A" attached hereto, County will pay Owner the cash sum of \$5,190.

The form of the Easement granted to County will be as shown in Exhibit "B" attached hereto.

The Closing and completion of this transaction shall take place through Independence Title Company ("Title Company") within 30 days after full execution of this Agreement, or at other location, date and time agreed to between the parties. County shall be responsible for all fees and costs associated with Closing, except that each party shall be responsible for any attorney's fees they incur. If requested, Owner shall assist County and Title Company with any curative measures or mortgage lien consent and subordination required as a condition of the Closing.

This agreement is being made in lieu of condemnation by County

If this meets with your understanding please have this letter approved and executed where indicated and return it to me, and we will in turn then have this approved and signed by the County and process this 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.

Very truly yours,

Don Childs

Sheets & Crossfield, PLLC

AGREED:

Misti Nicholson

Date: 12/23/19

Thomas Nicholson

Date: 12 | 23 | 19

AGREED

WILLIAMSON COUNTY, TEXAS

Bill Gravell, Jr. County Judge

Date: 1 28 2020

EXHIBIT "A" (EASEMENT FIELD NOTES) FOLLOWS THIS PAGE

EXHIBIT "B" (GRADING EASEMENT FORM) FOLLOWS THIS PAGE

GRADING EASEMENT

Great Oaks Bridge

THE STATE OF TEXAS

KNOW ALL BY THESE PRESENTS:

COUNTY OF WILLIAMSON

That MISTI NICHOLSON and THOMAS NICHOLSON, 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 Dollars (\$10.00) 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 to construct, install, operate, maintain, inspect, reconstruct, enlarge, relocate, rebuild, repair, and remove earthen and vegetative materials for modification and maintenance of surface grade and slope to allow proper conveyance and containment of stormwater in the adjacent drainage easement areas (the "Project"), in, on, over, upon, above and across the below-described property ("Easement"):

All of that certain 0.041 acre (1,775 square foot) tract of land situated in the John H. Dillard Survey, Abstract No. 179; said tract being more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein for all purposes (Parcel 2).

The Project shall be constructed and maintained by Grantee in substantial compliance with the plans, specifications, notes and requirements as shown in the sheets attached hereto and incorporated herein as Exhibit "B", including the right from time to time to trim and to cut down and clear away any trees and brush now or hereafter on the Easement, but only to the extent which are necessary to construct and maintain the grading Project as set out herein. As soon as possible after any Project grading construction or maintenance, Grantee shall install or restore surface vegetation which shall adequately prevent erosion of the established grade or slope within the Easement according to Williamson County's Native Grass "Seeding for Erosion Control Special Provision 164-WC001" or equivalent replacement.

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, shown of record in the office of the County Clerk of Williamson County, Texas.

The Easement, rights, and privileges granted herein are non-exclusive, however Grantor covenants that it will not convey any future easement or conflicting rights within the area covered by this grant which shall impair the purposes or construction of the Project, 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 of the Easement to determine the effect, if any, on the Project contemplated herein. Prior to granting its consent for

other easements Grantee may require reasonable safeguards to protect the integrity of the grading improvements.

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, or in otherwise carrying out the construction or maintenance of the Project or other purposes of this Easement.

TO HAVE AND TO HOLD the rights and interests described unto Grantee and its successors and assigns, forever, and Grantor does hereby bind himself, his heirs, successors and assigns, and legal representatives, to warrant and forever defend, all and singular, the above-described Easement and rights and interests unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming, or to claim same, or any part thereof.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed this <u>23</u> Rd. day of <u>leem Get</u>, 20 19.

GRANTOR:

Misti Nicholson

ACKNOWLEDGMENT

THE STATE OF TEXAS

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KNOW ALL BY THESE PRESENTS:

COUNTY OF WILLIAMSON

This instrument was acknowledged before me on this the 23 day of the month of by Cem by 20 0 by Misti Nicholson, known by me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration, and in the capacity, therein expressed.

DEBORAH STEARNS MURPHY
Notary Public, State of Texas
Comm. Expires 10-26-2021
Notary ID 345883-1

Debrah Stearn Murphy Notary Public, State of Texas

GRANTOR:

Thomas Nicholson

ACKNOWLEDGMENT

THE STATE OF TEXAS

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KNOW ALL BY THESE PRESENTS:

COUNTY OF WILLIAMSON

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This instrument was acknowledged before me on this the 23 day of the month of become, 2019 by Thomas Nicholson, known by me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration, and in the capacity, therein expressed.



Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, PLLC 309 East Main Street Round Rock, Texas 78664

GRANTEE'S ADDRESS:

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

AFTER RECORDING RETURN TO:

JOINDER AND CONSENT OF LIENHOLDER TO GRADING EASEMENT

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. (MERS) acting solely as nominee for CMG Mortgage, Inc., as the current holder and Beneficiary under a Deed of Trust to secure a Note executed by Misti Nicholson and Thomas Nicholson to Thomas E. Black, Jr., Trustee, recorded in Document No. 2014018568 of the Official Records of Williamson County, Texas, (the "Grantor Security Documents") that creates liens, security interests and other rights and powers that encumber all or parts of the property described in Exhibit "A" ("Grantor Liens"), executes this grading 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.

	Mortgage Electronic Registration Systems, Inc.
	Ву:
	Name:
	Title:
<u>ACKNO</u>	<u>DWLEDGEMENT</u>
THE STATE OF	
COUNTY OF	
This instrument was acknowledged	before me on this day of, the of Mortgage
Electronic Registration Systems, Inc., knov	wn to me to be the person whose name is subscribed to dged to me that he/she executed the same for the
	Notary Public in and for the State of

GREAT OAKS DR IMPROVEMENTS AT BRUSHY CREEK/HAIRY MAN RD PROPOSED EASEMENTS FINISHED GRADE IS APPROXIMATELY 4 FT. BELOW EXISTING HERE. GRASS TO BE RE-ESTABLISHED TO GRADED AREAS USING WILLIAMSON COUNTY'S NATIVE GRASS SP 164-WC001 -1 FINISHED GRADE IS APPROXIMATELY 2 FT. BELOW EXISTING HERE. BRUSHY CREEK FINISHED GRADE IS APPROXIMATELY 1 FT. BELOW EXISTING HERE. UTILITY EASEMENT 11/19/2019 10:03:52 AM 1/19/2003/d/CL EXHIBIT "B" TO GRADING EASEMENT