

Sheets & Crossfield, PLLC

ATTORNEYS AT LAW

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

Phone 512-255-8877 • fax 512-255-8986

don@scrllaw.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

By: Bill Gravell, Jr.
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

Great Oaks Bridge

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 23rd day of December, 20 19.

GRANTOR:


Misti Nicholson

ACKNOWLEDGMENT

THE STATE OF TEXAS

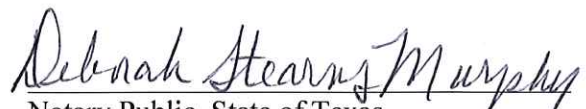
COUNTY OF WILLIAMSON

§
§
§


KNOW ALL BY THESE PRESENTS:

This instrument was acknowledged before me on this the 23rd day of the month of December, 20 19 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.




Notary Public, State of Texas

GRANTOR:



Thomas Nicholson

ACKNOWLEDGMENT

THE STATE OF TEXAS

§

§

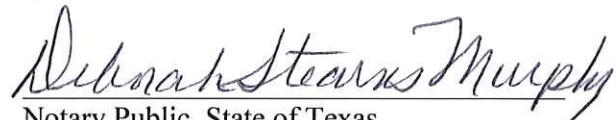
KNOW ALL BY THESE PRESENTS:

§

COUNTY OF WILLIAMSON

This instrument was acknowledged before me on this the 23^{ncl} day of the month of December, 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.

By: _____

Name: _____

Title: _____

ACKNOWLEDGEMENT

THE STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me on this ____ day of _____, 20__, by _____, the _____ of Mortgage Electronic Registration Systems, Inc., 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 recited herein.

Notary Public in and for the State of _____

EXHIBIT "B" TO GRADING EASEMENT

