

Sheets & Crossfield, P.C.

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February 05, 2020

James Wong
12600 Shasta Lane
Austin, Texas 78729

RE: Williamson County Drainage Easement and Temporary Construction
Easement

Dear Mr. Wong:

Thank you again for working with Williamson County (the "County"). As discussed, the County needs a 1,828 square foot drainage easement and a 3,799 square foot Temporary Construction Easement (TCE) on your property at 12600 Shasta Lane to facilitate the Forest North drainage improvement project. Pictures of the easements are depicted in "Exhibit A" attached to this agreement.

The County is willing to offer \$2,500.00 to purchase the required permanent easement and \$1,000 to purchase the TCE for a total compensation amount of \$3,500 for the permanent and temporary easements. If this is acceptable, please execute this letter where indicated and return it to our office along with a W-9.

Upon receipt of this executed letter and the completed W9, we will have the letter executed by the County and process your payment as quickly as possible. I will return a copy of the fully executed letter for your records, and the easement will not be recorded until you have received payment.

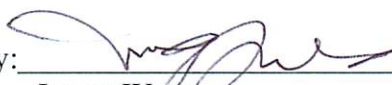
Please feel free to contact me at any time if you have any questions or concerns.

Sincerely,

Mylan W. Shaunfield

AGREED:

OWNER:

By: 
James Wong

Date: Feb - 18 - 2020

WILLIAMSON COUNTY, TEXAS

By: 

Title: County Judge

Date: February 25, 2020

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

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That **JAMES WONG**, whose current address is 12600 Shasta Lane, 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"):

Being a 0.042 acre (1,828 square foot) tract of land from situated in the Elisha Allen Survey, Abstract No. 18, being a portion of Lot 9, Block A, VILLAGE OAKS SECTION TWO, according to the map or plat thereof recorded in Cabinet B, Slide 251, Plat Records of Williamson County, Texas, and described in Deed to James Wong; said 0.042 acres being more particularly described in metes and bounds and by sketch in Exhibit "A" attached hereto and incorporated herein for all purposes.

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 3,799 square foot tract of land from Lot 9, Block A, VILLAGE OAKS SECTION TWO, according to the map or plat thereof recorded in Cabinet B, Slide 251, Plat Records of Williamson County, Texas, and described in Deed to James Wong; said 3,799 square foot tract being shown by sketch in Exhibit "B" 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;
- (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.

