

Sheets & Crossfield, P.C.

ATTORNEYS AT LAW

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Phone 512-255-8877 • Fax 512-255-8986 • E-mail mylan@scrrlaw.com

December 13, 2019

Luis Hernandez
Arthur Hernandez
9702 Braes Valley Street
Austin, Texas 78729

RE: Williamson County Drainage Easement
Easement Offer

Dear Luis and Arthur Hernandez:

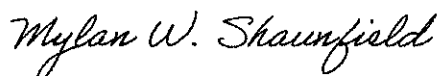
Thank you again for taking my phone call. As discussed, Williamson County (the "County") modified its engineering plans and no longer needs to acquire a permanent easement. However, a Temporary Construction Easement (TCE) is still needed to facilitate this drainage improvement project. The TCE is needed on your 9608 Braes Valley St property, as highlighted in blue on the attached easement exhibit.

While the easement is needed for twenty-four months due to project phases, the temporary easement will only be utilized for a period not to exceed 120 days from project commencement on your property. The County is willing to offer \$750.00 to purchase the required temporary easement. If this is acceptable, please execute this letter where indicated and return it to our office along with the executed easement and W-9. Our notary is available to travel if that will simplify this process for you so please do not hesitate to ask.

Upon receipt of this executed letter, the executed easement, 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.

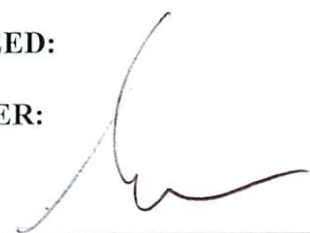
Sincerely,




Mylan W. Shaunfield

AGREED:

OWNER:

By: 
Luis Hernandez

Date: 5-20-2020

By: 
Arthur Hernandez

Date: 5-20-2020

WILLIAMSON COUNTY, TEXAS

By: 
Bill Mumby

Title: County Judge

Date: June 2, 2020

TEMPORARY CONSTRUCTION EASEMENT

Forest North Drainage Improvement Project

THE STATE OF TEXAS

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KNOW ALL BY THESE PRESENTS:

COUNTY OF WILLIAMSON

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That LUIS HERNANDEZ AND ARTHUR HERNANDEZ, and their successors and assigns (hereinafter referred to as "Grantor"), 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 a Temporary Construction Easement, in, upon, over, under, above and across the following described Property of Grantor, to-wit:

See Exhibit "A", describing a certain 968 square foot tract of land situated in the Elisha Allen Survey, Williamson County, Texas, being a portion of Lot 501, of Forest North Estates Phase Five, a subdivision according to the plat thereof recorded in Cabinet D, Slide 1-2 of the plat records of Williamson County, Texas, attached hereto and made a part hereof for all intents and purposes.

Such temporary construction easement shall be for the purpose of allowing Grantee, or its agents, to construct, install, maintain, inspect, reconstruct, rebuild, repair, abandon in place, and remove drainage lines and associated facilities, appurtenances and grading on adjacent property within permanent easement areas or right of way held or owned by Grantee, and generally in accordance with the notes, details, specifications or other requirements or restrictions as shown on the plan sheets attached as Exhibit "B" and incorporated herein. 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.

Grantee shall have the right and privilege at any and all times to enter said premises, or any part thereof, for the purpose of construction, maintenance, abandonment and/or removal of drainage line and related improvements and grading in the adjacent permanent easement or right of way areas, and for making connections therewith; all upon the condition that upon completion of construction of the improvements and connections referenced herein, Grantee shall repair and restore the surface of said premises and improvements as nearly as is reasonably possible to the condition which the Property was in before the work was undertaken given the uses of the Property, including repair or replacement of any fencing, landscaping, ornamental trees, driveway, walkway, irrigation, or other vegetative material.

At no time during the grant of this easement shall Grantor be denied reasonable driveway ingress and egress to its property for the purposes to which the parent tract is currently being put,

unless there is an agreement between Grantor and Grantee in advance.

This Temporary Construction Easement shall expire upon the earlier of (1) twenty-four months (24) months after the date the Grantee, its agents or assigns first take possession of the property for the purposes identified herein, or (2) December 31, 2021.

Grantee hereby covenants and agrees:

- (a) 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.
- (b) Grantor also retains, reserves, and shall continue to enjoy the surface of such Temporary Construction Easement for any and all purposes which do not interfere with and prevent the use by Grantee of the Temporary Construction Easement.

TO HAVE AND TO HOLD the rights and interests described unto Grantee and its successors and assigns, forever, and Grantor does hereby bind itself, its successors and assigns, and legal representatives, to warrant and forever defend, all and singular, the above-described Temporary Construction 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 20th day of May, 2020.

(signatures on following page)

GRANTORS:


Luis Hernandez


Arthur Hernandez

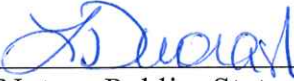
ACKNOWLEDGMENT

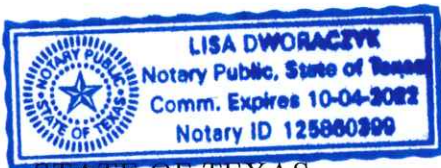
STATE OF TEXAS

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COUNTY OF WILLIAMSON

This instrument was acknowledged before me on this the 20th day of May, 2020 by Luis Hernandez, in the capacity and for the purposes and consideration recited therein.


Notary Public, State of Texas



ACKNOWLEDGMENT

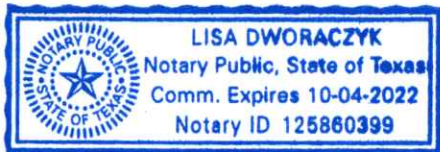
STATE OF TEXAS

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COUNTY OF WILLIAMSON

This instrument was acknowledged before me on this the 20th day of May, 2020 by Arthur Hernandez, in the capacity and for the purposes and consideration recited therein.

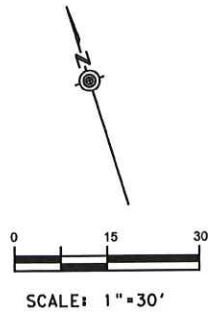

Notary Public, State of Texas



After recording return to:

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

Exhibit "A"



0300_Easement_9608BraesValley.dgn modified by deyan on 10/31/2019 - 4:21:12 PM

LEGEND

- EXISTING PROPERTY
- PROPOSED TEMPORARY EASEMENT
- PROPOSED PERMANENT EASEMENT
- EXISTING EASEMENT



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TBPE Firm #0535
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WILLIAMSON COUNTY
FOREST NORTH DRAINAGE IMPROVEMENTS
EASEMENT EXHIBIT
9608 BRAES VALLEY ST

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