

Sheets & Crossfield, P.C.

ATTORNEYS AT LAW

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

Phone 512-255-8877 • fax 512-255-8986

July 15, 2015

Karen Wheeler
PO Box 1626
Georgetown, TX 78627

Re: Williamson County—County Road 240 improvements
Right of Way/Drainage Easement/TCE agreement

Dear Ms. Wheeler:

Please allow this letter to set out my understanding regarding our agreement for the acquisition of right of way, drainage easement, and temporary construction easement interests in a portion of your property as part of Williamson County's ("County") planned County Road 240 improvement project.

In return for granting fee simple title to a right of way parcel of approximately 0.38 acre (2056'x8'), a permanent drainage easement across approximately 0.05 acre (105'x20') and temporary construction easement necessary for grading of the existing channel on your property adjacent to CR 240, Williamson County has agreed to the following conditions:

- County agrees to pay you \$13,900.50 for the newly installed fence along the proposed ROW right of way line, installation of additional fencing along the boundary of the "Proposed Drainage Easement" area after completion of the initial work, replacement of internal fencing removed for the project, reconstruction of connection points to existing fencing, and for the acquisition of any driveway or related site improvements within the proposed right of way or drainage easement areas. It is understood and agreed that you will be responsible for any future maintenance or repairs to the fencing on your property outside of the right of way unless damage is caused directly by the County's use of the permanent drainage easement area.
- County will grade the existing drainage channel inside temporary construction easement downstream of proposed culvert in order to establish positive stormwater flow.
- Temporary Construction Easement shall be effective for 1 year from beginning of the work on your property.
- Proposed 4-7'x3' Box Culverts shall be placed at the low point of CR 240 adjacent to your property, approximately 115' west of existing culvert and as

shown on Exhibit "A" attached hereto, in order to facilitate flow across the roadway at natural conditions location.

- Williamson County shall be responsible for relocating any existing water line found to be in conflict with the proposed improvements.
- Williamson County shall install temporary fencing around the temporary construction easement area boundary during the period of work on the property, and may relocate or otherwise use any existing fencing within the proposed temporary construction easement area for this purpose. After completion of the grading work all fencing along the boundary of the temporary construction easement area installed by the County shall be removed from your property by County.
- Existing driveways providing access to Wheeler property shall be restored to existing conditions or better upon completion of project roadway construction.
- Upon completion of the grading work Williamson County will seed the land inside the temporary construction easement to provide for future erosion control.

The locations for the property interests to be conveyed herein shall be generally as shown on Exhibit "A" attached hereto. The exact right of way and drainage easement land areas to be conveyed shall be determined by metes and bounds surveys to be completed at the County's expense upon full execution of this letter agreement, and which shall be attached to the executed conveyance documents for recording. The form of the ROW deed, drainage easement, and temporary construction easements granted to Williamson County will be as shown in Exhibit "B" attached hereto.

If this meets with your understanding please execute this letter where indicated below, and we will have this signed by the judge, work on creation of the field notes, and then 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,



Lisa Dworaczyk
Sheets & Crossfield, P.C.

AGREED:



Karen Wheeler

Date: 8-3-15

WILLIAMSON COUNTY, TEXAS

By: _____

Dan A. Gattis, County Judge

Date: _____

EXHIBIT "B" TO LETTER AGREEMENT

DEED

County Road 240 Right of Way

THE STATE OF TEXAS

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COUNTY OF WILLIAMSON

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NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS 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.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That KAREN E. WHEELER, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Donate, Sell and Convey unto WILLIAMSON COUNTY, TEXAS, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows:

All of that certain ___ acre tract of land located in the _____ Survey, Abstract No. ___ in Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the property described in said Exhibit "A" to wit: NONE

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2015.

GRANTOR:

Karen E. Wheeler

ACKNOWLEDGMENT

STATE OF TEXAS

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COUNTY OF _____

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This instrument was acknowledged before me on this the ____ day of _____, 2015 by Karen E. Wheeler, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

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

GRANTEE'S MAILING ADDRESS:

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

AFTER RECORDING RETURN TO:

DRAINAGE EASEMENT

County Road 240

THE STATE OF TEXAS

KNOW ALL BY THESE PRESENTS:

COUNTY OF WILLIAMSON

That KAREN E. WHEELER, and her successors and assigns, hereinafter referred to as Grantor (whether one or more), for and in consideration of the sum of One and No/100 (\$1.00) Dollars 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 in, on, over, upon, above and across the below-described Property:

All of that certain _____ acre (_____ square feet) tract of land situated in the Survey, Abstract No. _____ in Williamson County, Texas; said _____ acre tract of land being more particularly described by metes as bounds in Exhibit "A", attached hereto and incorporated herein for all purposes.

The perpetual easement, right-of-way, rights and privileges herein granted shall be used for the purposes of opening, constructing and maintaining a permanent drainage easement and channel, along with any structures, materials and grading which may be necessary to facilitate the proper drainage of the adjacent property and roadway facilities, in, along, upon and across said premises described in Exhibit "A" together with the right and privilege at all times of the Grantee herein, its agents, employees and representatives of ingress and egress from to and from said premises from the adjacent right of way for the purpose of making any improvements, modifications or repairs which the County deems necessary.

The perpetual easement, right-of-way, rights and privileges herein granted shall also encompass the right of Grantee to trim, cut, fell and remove therefrom all trees, underbrush, vegetation, and obstructions, structures or obstacles within the limits of the Property, but only such as necessary to carry out the purposes of the easement; reserving to the landowners and their heirs and assigns, however, all such rights and privileges as may be used without interfering with or abridging the rights and purposes of the easement herein acquired by Grantee. Any such trees or vegetation cut by Grantee shall promptly be removed from the property.

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. Grantee shall be responsible for the correction of, or compensation for, any damage to Grantor's property which is the result of actions outside the granted purposes of this easement.

TO HAVE AND TO HOLD the same, in perpetuity, in and to Grantee, and its successors and assigns, 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 drainage and for making connections therewith.

Grantor does hereby bind its heirs, executors, administrators and assigns to WARRANT AND FOREVER DEFEND, all and singular, the said premises unto Williamson County, Texas, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Grantors, but not otherwise. This conveyance is made subject to any validly existing matters of record affecting this Property which are recorded in the Official Records of Williamson County, Texas.

The perpetual easement, right-of-way, rights and privileges granted herein are non-exclusive, however Grantor covenants not to convey any other easement or conflicting rights within the premises covered by this grant that interfere with the purpose or function of any improvements placed thereon, or the maintenance of the surface of the Property for the conveyance of stormwater drainage without the express written consent of Grantee, which consent shall not be unreasonably withheld.

EXECUTED on this the ____ day of _____, 2015.

[signature pages follow]

GRANTOR:

Karen E. Wheeler

ACKNOWLEDGMENT

STATE OF TEXAS

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COUNTY OF WILLIAMSON

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This instrument was acknowledged before me on this the ____ day of _____, 2015 by Karen E. Wheeler, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

TEMPORARY CONSTRUCTION EASEMENT

County Road 240 Improvement Project

KNOW ALL BY THESE PRESENTS:

That KAREN E. WHEELER, hereafter referred to as Grantor, whether one or more, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration paid by Williamson County, Texas, the receipt of which is hereby acknowledged, does hereby grant to WILLIAMSON COUNTY, TEXAS, its agents, contractors, successors and assigns (referred to as "County" or "Grantee"), a temporary construction easement to facilitate proper and adequate lateral support, slope, grading and drainage of the adjacent roadway and proposed culvert facilities and adjacent remaining property of Grantor, and for the purpose of earthen or vegetative grading, removal, shaping or other reconfiguration or modification as necessary to facilitate proper stormwater drainage from adjacent properties across and under the CR 240 roadway facilities, in, along, upon and across the property located in the County of Williamson, State of Texas ("Project"), being more fully shown and described in Exhibit "A" for any and all purposes ("Property"). The removal or placement of any material or other grading, construction or modification on the Property shall be subject to, and shall generally comply with any notes, details, design, specifications or other requirements or restrictions as shown on Exhibit "A" attached hereto.

The parties agree further as follows:

Following completion of work within the temporary construction easement area described in Exhibit "A" any disturbed, filled or graded areas will be reseeded and otherwise returned as closely as possible to their natural state, given the design and construction activities shown herein and on the attached Exhibit. During any work described herein, Grantee shall install temporary fencing along the boundary of the Property, which shall be removed by Grantee upon expiration of the easement term or completion of the Project.

This temporary construction easement shall be in full force and effect at all times during the accomplishment and completion of the construction activities described above. This temporary construction easement shall terminate and the easement rights shall revert to the Grantor, Grantor's successors, and assigns, and all interest conveyed shall terminate on the expiration of twelve (12) months after the beginning of the activities described herein upon the Property, or on the date of completion of construction of the Project, whichever occurs first.

This conveyance is subject to all easements, rights of way, and prescriptive rights, whether of record, visible or apparent on the ground, all restrictions, reservations, covenants, conditions, oil, gas, or other mineral leases, mineral severances and other instruments that affect the Property.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this instrument on this _____ day of _____, 2015.

GRANTOR:

Karen E. Wheeler

ACKNOWLEDGMENT

STATE OF TEXAS

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COUNTY OF _____

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This instrument was acknowledged before me on this the _____ day of _____, 2015 by Karen E. Wheeler, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, P.C.
309 East Main
Round Rock, Texas

AFTER RECORDING RETURN TO:

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