

# 34

## Sheets & Crossfield, P.C.

ATTORNEYS AT LAW

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

Phone 512-255-8877 • fax 512-255-8986

March 16, 2015

Margaret Olson  
9712 SH 195  
Florence, TX 76527

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

Dear Ms. Olson:

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

In return for granting a permanent drainage easement across approximately 0.193 acre (105'x80') 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 \$3,500 to compensate for your installation of new fences and gates in areas where existing fencing will be disturbed by construction activities described herein
- County will acquire approximately 105'x80' drainage easement downstream of cross culvert in location as shown on Exhibit "A" attached hereto for construction of improvements in order to dissipate the stormwater outfall velocity and maintain a steady flow.
- County shall remove the trail, gate, and culvert crossing the existing channel near CR 240 as shown on Exhibit "A"
- After removal, the existing culvert and gate structures will be placed on your property for your retention and use
- County shall grade existing drainage channel inside temporary construction easement downstream of existing cross culvert to establish positive stormwater flow
- As part of the improvement project County shall install a 16' wide driveway with 10' radii to your remaining property, to be constructed of 6" base and seal coat matching the adjacent roadway surface, and located on the east side of existing CR 240 cross culvert in location as shown on Exhibit "A"

- Williamson County will install temporary fencing around the drainage easement during construction

The locations for the property interests to be conveyed herein shall be generally as shown on Exhibit "A" attached hereto. The exact drainage easement land area to be conveyed shall be determined by metes and bounds survey to be completed at the County's expense upon full execution of this letter agreement, and which shall be attached to the executed conveyance document for recording. The form of the drainage easement 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 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,



Lisa Dworaczyk  
Sheets & Crossfield, P.C.

AGREED:



Margaret Olson, Trustee of the Margaret Olson Trust

Date: 3-16-15

WILLIAMSON COUNTY, TEXAS



Dan A. Gattis, County Judge

Date: 03-30-15



**TEMPORARY CONSTRUCTION EASEMENT**

County Road 240 Improvement Project

**KNOW ALL BY THESE PRESENTS:**

That MARGARET OLSON, Trustee of the Margaret Olson Trust, 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, Grantor shall install temporary fencing along the boundary of the Property, which shall be removed by Grantor 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 16<sup>th</sup> day of March, 2015.

**GRANTOR:**

Margaret Olson  
Margaret Olson, Trustee of the  
Margaret Olson Trust

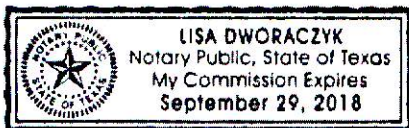
**ACKNOWLEDGMENT**

STATE OF TEXAS

§  
§  
§

COUNTY OF Williamson

This instrument was acknowledged before me on this the 16<sup>th</sup> day of March, 2015 by Margaret Olson, in the capacity and for the purposes and consideration recited therein.



L. Dworaczyk  
Notary Public, State of Texas

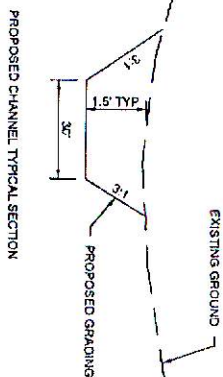
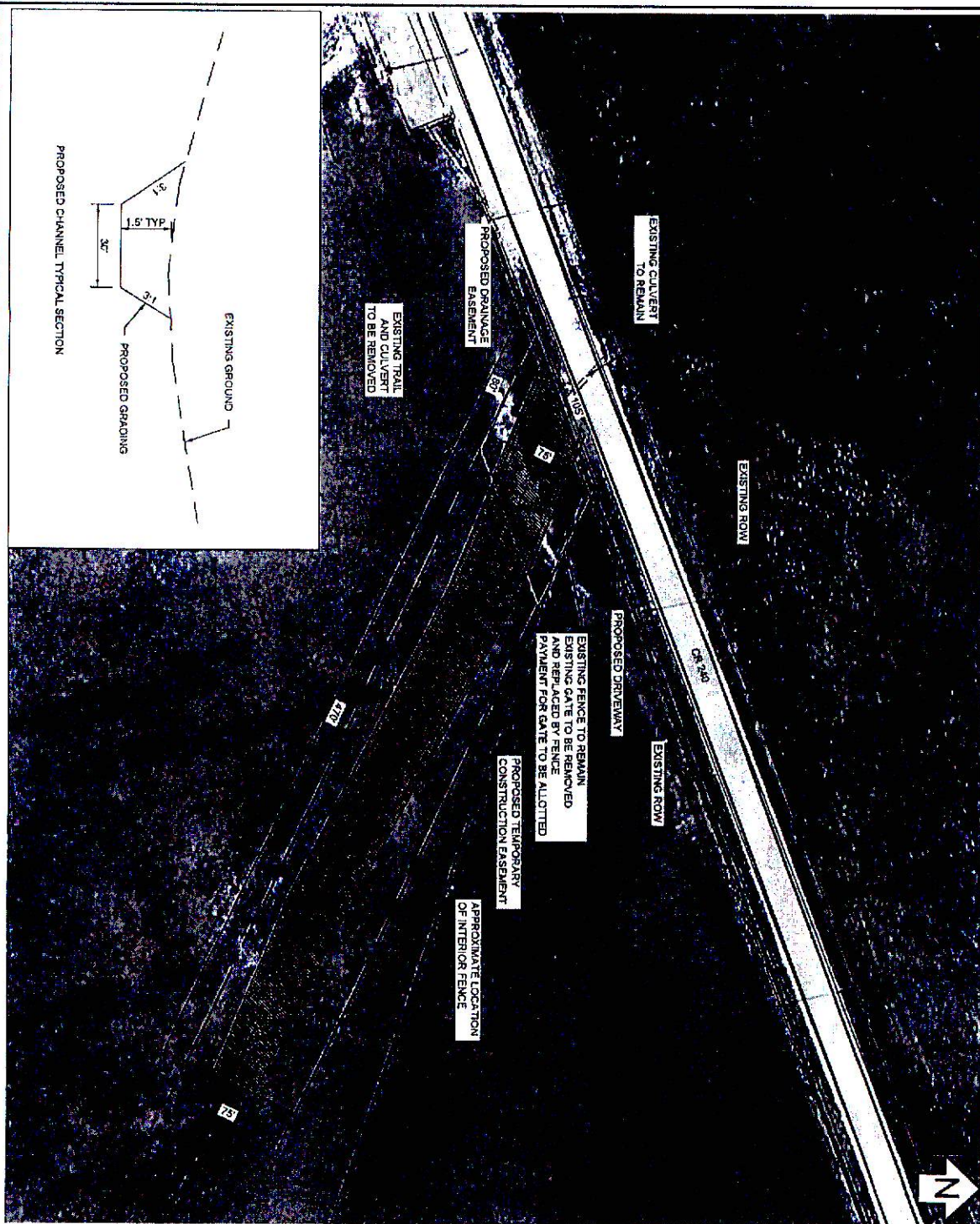
**PREPARED IN THE OFFICE OF:**

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





### LEGEND

- TYPICAL CONSTRUCTION EASEMENT  
 PROPOSED RIGHT OF WAY  
 PROPOSED DRAINAGE EASEMENT  
 EXISTING RIGHT OF WAY  
 PROPOSED PAVEMENT  
 PROPOSED GRADING

[illegible]

SHEET <div style="font-size: 48pt; text-align: center;">1</div> OF 1	PROJECT: CR 888-10
	DATE: 10/15/1988
	DESIGNED: JKK
	CAD DWG: JKK
	REVIEWED: JKK



CR 240 ROW EXHIBIT

OLSON PROPERTY

WILLIAMSON COUNTY  
DEPT. OF  
INFRASTRUCTURE

3151 S.E. PINER LOOP, SUITE E  
GEORGETOWN, TEXAS 78626  
843-3330  
[www.vilco.org](http://www.vilco.org)