

Sheets & Crossfield, P.C.

ATTORNEYS AT LAW

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

Phone 512-255-8877 • fax 512-255-8986

April 6, 2016

VIA EMAIL AT bclement@blinn.edu
AND REGULAR U.S. MAIL

Beverly Clement
1217 King Arthur Cir.
College Station, TX 77840-4827

Katherine Clement
115 Poinciana St.
Lake Jackson, TX 77655

Marilyn Clement
1004 Haywood Dr.
College Station, TX 77845

Re: Williamson County—Proposed drainage improvements to CR 351

Dear Mmes. Clement:

Please allow this letter to set out my understanding of your agreement to grant Williamson County a permanent drainage easement and temporary construction easement on your property at County Road 351, Bartlett, Texas, in exchange for the County's construction of the improvements set forth in my letter of August 18, 2015, a copy of which is attached as Exhibit "A".

The permanent drainage easement will measure approximately 36' x 32, and the temporary construction easement will measure approximately 160' x 70', as shown on the drawing attached as Exhibit "B". After the easements are signed, the overall project is expected to take no longer than six (6) months to complete, but please understand delays may be unavoidable.


The County will replace any fencing removed in order to perform the improvements. If necessary, the County will install a temporary fence to secure the premises during construction.

Finally, the County will maintain the ditch and rip rap improvements at its own cost in the future.

If this meets with your understanding please execute this letter where indicated and return it to me. Upon receiving your signatures, the County will proceed with obtaining a survey of the easement in order to finalize the form of the easement. Drafts of the drainage easement and temporary construction easement, without surveys and legal descriptions, are attached.

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

Very truly yours,



Brian J. Knowles
Sheets & Crossfield, P.C.

AGREED:

OWNERS


Katherine Clement

Date: 6-15-16


Beverly Clement

Date: 6/3/2016


Marilyn Clement

Date: 8-11-16

WILLIAMSON COUNTY

Dan A. Gattis, County Judge


Date: _____

Enclosures

If this meets with your understanding please execute this letter where indicated and return it to me. Upon receiving your signatures, the County will proceed with obtaining a survey of the easement in order to finalize the form of the easement. Drafts of the drainage easement and temporary construction easement, without surveys and legal descriptions, are attached.

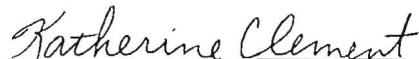
Please feel free to contact me at any time if you have any questions or concerns about these issues.

Very truly yours,



Brian J. Knowles
Sheets & Crossfield, P.C.

AGREED:


OWNERS


Katherine Clement

Date: 6-15-16


Beverly Clement

Date: 6/3/2016


Marilyn Clement

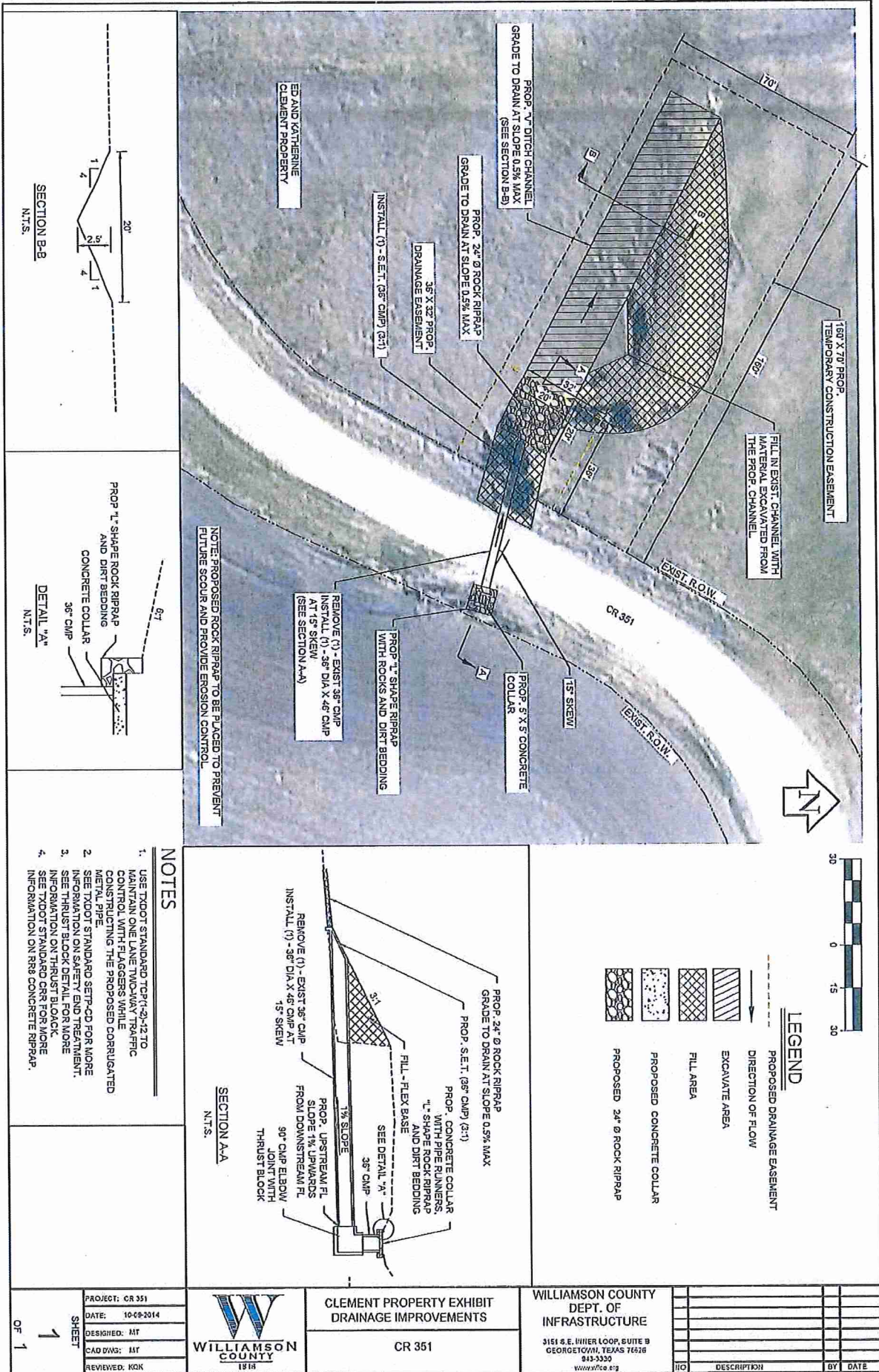
Date: 8-11-16

WILLIAMSON COUNTY


Dan A. Gattis, County Judge

Date: 08-26-2016

Enclosures



DRAINAGE EASEMENT

County Road 351

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

KNOW ALL BY THESE PRESENTS:

That _____ and _____, and their 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. _____ 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 _____, 201__.

[signature pages follow]

GRANTOR:

ACKNOWLEDGMENT

STATE OF TEXAS

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on this the ____ day of _____,
201__ by _____, in the capacity and for the purposes and consideration recited
therein.

Notary Public, State of Texas

EXHIBIT "A"
[INSERT FIELD NOTE SURVEY]

TEMPORARY CONSTRUCTION EASEMENT
County Road 351 Drainage Improvement Project

KNOW ALL BY THESE PRESENTS:

That _____, 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, and drainage of the adjacent roadway and proposed culvert facilities and adjacent remaining property of Grantor, and for the purpose of earthen, rip rap, or other material or structure placement, removal, fill, grading, shaping or other reconfiguration or modification as necessary to facilitate proper stormwater drainage from adjacent properties across the CR 351 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, structures, rip rap, 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 returned as closely as possible to their natural state, given the design and construction activities shown herein.

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 six (6) months after the beginning of the activities described herein upon the Property, or on the date of completion of construction of the Project, or on _____, 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]