

Sheets & Crossfield, P.C.

ATTORNEYS AT LAW

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

Phone 512-255-8877 • fax 512-255-8986

brian@scrllaw.com

August 9, 2016

VIA CERTIFIED MAIL, RETURN
RECEIPT #70153430000016075121
AND REGULAR U.S. MAIL

John Dittman
2405 Cherrylawn Drive
Taylor, TX 76574-50674

Re: Williamson County—Proposed drainage improvements to CR 393

Dear Mr. Dittman:

I am writing to follow up on my letter of May 23, 2016 (a copy of which is enclosed), regarding the repairs to CR 393 proposed by Williamson County and the need of a drainage easement on your property near Granger, Texas.

I have enclosed an aerial exhibit of the roadway and property in question, which identifies the proposed improvements, the boundaries of the existing road right-of-way limits (“existing ROW”), and the locations of the proposed permanent drainage easement the County needs to acquire in order to complete the project.

The existing culvert is in dire need of replacement in order to maintain and preserve the roadway because it is causing major erosion issues. **This issue is getting worse and it is vital that the County perform these repairs as soon as possible. If not fixed soon, the road will need to be closed.**

In order to fix the issue, the existing culvert needs to be replaced, fill must be added, and the downstream channel will need to be re-graded. The County cannot properly accomplish these repairs without obtaining a drainage easement on your property.

The County is asking for you to grant a 60' x 25' permanent drainage easement in the location shown on the enclosed exhibit where it can construct and maintain a better ditch and crossing. There would be a small area of rip rap rock installed within the drainage easement at the entrance to the culvert, also helping to prevent future scour and provide erosion control.

Granting the drainage easement also allows the County to maintain the ditch and rip rap improvements at its own cost in the future. I have enclosed a draft of a drainage easement for

your review. Once we agree on the easement and work, a surveyor will prepare field notes and we will finalize the easement. After execution of the easement, the overall project is expected to take a maximum of 6 months to construct and ensure that it works as designed.

On the aerial exhibit I was provided I do not see any existing fencing that might be affected by the work proposed here, but if there is any existing fencing in this area, the County would pay the reasonable cost to reconstruct that fence after completion of the work.

If the drainage easement explained in this letter and shown on the enclosed exhibit meet with your approval, please execute this letter where indicated and return to me. Upon receiving your signature, the County will proceed with obtaining a survey of the easement in order to finalize the form of the easement.

Please do not hesitate to contact me at (512) 255-8877 or email (brian@scrllaw.com) at any time with additional questions about any of the exhibits or enclosures I have sent, or the proposed project in general. If we can't answer your questions here then we will find someone associated with the planned project who can. We would also be happy to meet with you at the property at a time that is convenient for you in order to discuss the enclosed exhibit and proposed construction, and we can make the engineers available at that time to answer any design or technical questions as well.

Thank you in advance for your attention and assistance with this proposed improvement project.

Very truly yours,




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

AGREED:

OWNER

WILLIAMSON COUNTY


John Dittman

Dan A. Gattis, County Judge

Date: Aug 24, 2016

Date: _____, 2016

Enclosures

cc: Williamson County, Road and Bridge Division

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Very truly yours,




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

AGREED:

OWNER

WILLIAMSON COUNTY


John Dittman
Dan A. Gattis, County Judge

Date: Aug 24, 2016

Date: 07-01, 2016

Enclosures

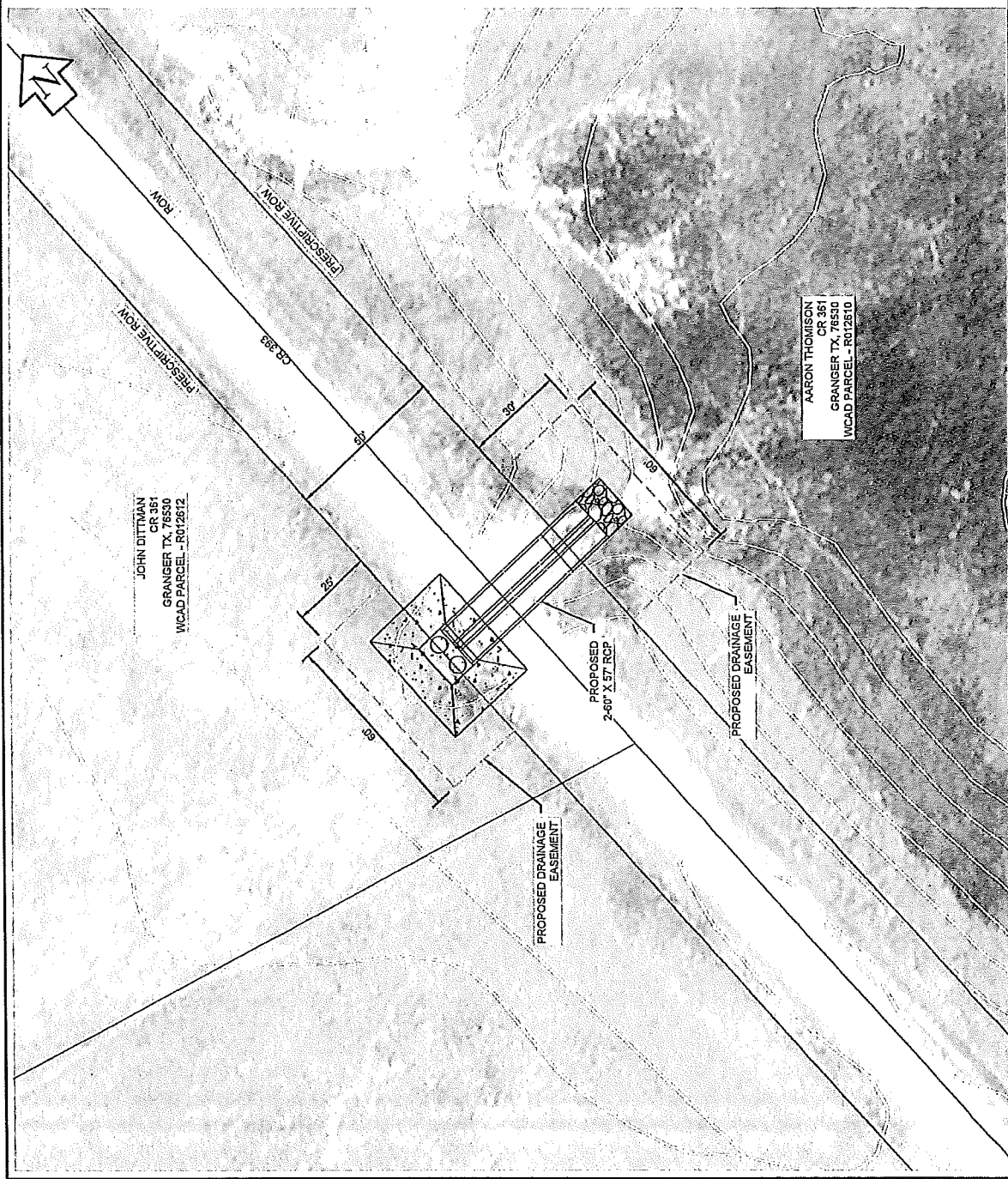
cc: Williamson County, Road and Bridge Division

WILLIAMSON COUNTY DEPT. OF INFRASTRUCTURE 1511 N.E. HILLCREST LOOP, SUITE B GEORGETOWN, TEXAS 76626 817-333-3300 www.willco.net		PROJECT: CR 393 DATE: 06/20/14 DESIGNED: KGM CAD DWT: KGM REVIEWED: KGM		SHEET 1 OF 1
DRAINAGE EASEMENT EXHIBIT CR 393		WILLIAMSON COUNTY 1818		

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW. IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES.

THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE ASSOCIATED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

TOPOGRAPHIC INFORMATION WAS GENERATED BY AERIAL SURVEY.



DRAINAGE EASEMENT

County Road 351

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

KNOW ALL BY THESE PRESENTS:

That JOHN DITTMAN, and his 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]

EXHIBIT "A"
[INSERT FIELD NOTE SURVEY]

DRAFT

Sheets & Crossfield, P.C.

ATTORNEYS AT LAW

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

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brian@scrlaw.com

May 23, 2016

John Dittman
2405 Cherrylawn Drive
Taylor, TX 76574-50674

Re: Williamson County—Proposed drainage improvements to CR 393

Dear Mr. Dittman:

I am writing because Williamson County has been considering culvert drainage improvements to County Road 393 along property you own near Granger, Texas. My law firm works with the County on its right of way issues, and the Road and Bridge Department of the County has asked us to contact you regarding the proposed drainage improvements and about acquiring a drainage easement to allow these improvements to be properly constructed.

I have enclosed an aerial exhibit of the roadway and property in question, which identifies the proposed improvements, the boundaries of the existing road right-of-way limits ("existing ROW"), and the locations of the proposed permanent drainage easement the County needs to acquire in order to complete the project.

You may be aware that the existing culvert is in dire need of replacement in order to maintain and preserve the roadway because it is causing major erosion issues. In order to fix the issue, the existing culvert needs to be replaced, fill must be added, and the downstream channel will need to be re-graded.

The County is asking for you to grant a 60' x 25' permanent drainage easement in the location shown on the enclosed exhibit where it can construct and maintain a better ditch and crossing. There would be a small area of rip rap rock installed within the drainage easement at the entrance to the culvert, also helping to prevent future scour and provide erosion control.

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On the aerial exhibit I was provided I do not see any existing fencing that might be affected by the work proposed here, but if there is any existing fencing in this area, the County would pay the reasonable cost to reconstruct that fence after completion of the work.

Hopefully you agree the mutual benefits this project will provide, including reducing erosion on your land and repair of the roadway, make this a reasonable request. If not, I am confident we can adequately address any of your concerns.

It is my understanding the County is ready to undertake construction of this project as soon as we can get the required permission and executed easement documents, so please contact us as soon as you are able regarding this proposal.

In the meantime, please contact me at (512) 255-8877 or email (brian@scrrlaw.com) at any time with additional questions about any of the exhibits or enclosures I have sent, or the proposed project in general. You can also ask for Lisa Dworaczyk if I am not available, or send her an e-mail at lisad@scrrlaw.com. If we can't answer your questions here then we will find someone associated with the planned project who can. We would also be happy to meet with you at the property at a time that is convenient for you in order to discuss the enclosed exhibit and proposed construction, and we can make the engineers available at that time to answer any design or technical questions as well.

Thank you in advance for your attention and assistance with this proposed improvement project.

Very truly yours,

A handwritten signature in black ink, appearing to read 'B. Knowles', with a long horizontal flourish extending to the right.

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

Enclosure