

# 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 23, 2012

Janis K. Johnson  
c/o Michael M. Barron  
Barron & Adler, LLP  
808 Nueces St.  
Austin, Texas 78701

Re: SH195 expansion project  
Parcel 109C—PEC/CTSUD easement acquisition

Dear Mike:

As you are aware, Williamson County is assisting the State of Texas and certain utility providers with right of way and easement acquisitions in connection with the SH195 expansion project. Please allow this letter to set out my understanding regarding our agreement for Williamson County's purchase of an Electric Utility Easement area for Pedernales Electric Cooperative (PEC), and a Water Line Easement and Temporary Construction Easement for Chisholm Trail Special Utility District (CTSUD) from Janis K. Johnson due to the conflict with the current location of their facilities caused by the proposed widening/realignment of SH195 in Williamson County.

In return for granting an electric utility easement and waterline easement in and to that certain property containing 0.4545 acre (19,796 SF), and a temporary construction easement interest to CTSUD in and to that certain property containing 0.5024 acre (21,885 SF), Williamson County will pay the sum of \$43,711 (19,796 SF x \$2.60/SF x 70% of rights for permanent easement and 21,885 SF x \$2.60/SF x .75% rental x 18 months for temporary). The form of the easements will be as shown in Exhibit "A" attached hereto.

Williamson County has previously paid the amount of \$11,841 in connection with a Possession and Use Agreement between the parties for the use of the required easement areas. Therefore, the amount now due and owing as compensation for the grant of these easements shall be the amount of \$31,870.

If this meets with your understanding then please sign where indicated below, and we will have this executed by the County Judge and process this for payment as quickly as possible.

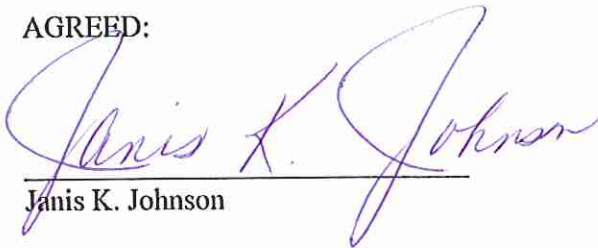
Please feel free to contact me at any time if you have any questions or concerns about these issues.

Very truly yours,



Don Childs  
Sheets & Crossfield, P.C.

AGREED:

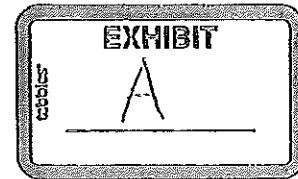
  
Janis K. Johnson

WILLIAMSON COUNTY, TEXAS

---

Dan A. Gattis  
County Judge

ELECTRIC UTILITY EASEMENT  
SH195



THE STATE OF TEXAS  
COUNTY OF WILLIAMSON

§  
§  
§

KNOW ALL MEN BY THESE PRESENTS:

THAT JANIS K. JOHNSON, TRUSTEE OF THE JKJ HERITAGE TRUST, Grantor, for good and valuable in hand paid by PEDERNALES ELECTRIC COOPERATIVE, INC., of Johnson City, Texas, the receipt and sufficiency of which is hereby acknowledged and confessed, have granted, sold, and conveyed and by these presents do grant, sell, and convey unto Pedernales Electric Cooperative, Inc., an easement and right-of-way as hereinafter described for an electric distribution line ("Easement") consisting of variable number of wires, guy wires and/or down wires, and all necessary or desirable appurtenances (including poles made of wood, metal or other materials, telephone and telegraph wire, props and guys), over, across and upon the following described lands located in Williamson County County, Texas, to-wit:

All of that certain 0.4545 acre of land, more or less, out of the Burrell Eaves Survey, Abstract No. 216, and being more particularly described by metes and bounds and sketch attached hereto as Exhibit A, said exhibit being incorporated herein by reference for all purposes (Parcel 109C-EE).

Together with the right of ingress and egress over our adjacent lands if necessary to or from said right-of-way, but only to the extent that ingress or egress is not available or adequate from a public right of way, for the purpose of constructing, reconstructing, inspecting, patrolling, pulling new wire on, maintaining and removing said lines and appurtenances; the right to relocate within the limits of said right-of-way; the right to remove from said lands all trees and parts thereof, or other obstructions which endanger or may interfere with the efficiency of said lines or their appurtenances.

As additional consideration, Grantee additionally agrees to provide Grantor with an electrical service drop from a pole located within the Easement, to the extent a pole is located within the Easement, subject to the membership requirements of Grantee and Grantor's compliance with such requirements.

Grantee agrees that any communication lines shall be limited to the use of the Easement holder and shall not be for the benefit of a third party.

Grantor, its successors and assigns shall retain the right to use the surface of the lands within the boundary lines of the Easement, including, but not limited to, for the construction of roads, driveways, curbs, sidewalks, fences, parking spaces, landscaping, signage, irrigation, and light poles; provided, however, that (1) no buildings, water quality or detention or similar drainage features, or permanent structures of any kind shall be placed, erected or maintained thereon; and (2) such improvements shall not damage facilities located within, or materially interfere with Grantee's use and enjoyment of, the Easement.

Grantee shall have the right of ingress and egress at all times upon and across the Easement for the above stated purposes. In the event that immediate access to the Easement is not reasonably available over the Easement, and only in that event, then Grantee shall have the right of ingress and egress over existing roads across the adjacent or remainder property of Grantor for the purpose of obtaining such access. In the event that such access is not reasonably available over the Easement and not available over existing roads, and only in that event, Grantee shall have the right of reasonable ingress and egress over the Grantor's remainder property along any route that is reasonable and appropriate under the circumstances then existing in order to obtain such access. Grantee cannot conduct any construction, reconstruction or repair activities on Grantor's remainder property or use the Grantor's remainder property to store construction equipment, materials and excavated earth outside the Easement on Grantor's remainder property.

Grantee's easement rights within the Easement shall be exclusive, with the exception of use by Chisholm Trail Special Utility District for waterline facilities. Grantor reserves the right to grant easements to utilities across the Easement subject to this Easement, but not longitudinally over the easement, provided (1) crossings are made at not less than approximate 45° angle to the electric distribution line; (2) sufficient clearance between facilities is maintained in the reasonable determination of Grantee; and (3) such construction does not interfere with the operation, maintenance and safety of Grantee's electric distribution line constructed hereunder. If approval by PEDERNALES ELECTRIC COOPERATIVE, INC. is required, then such approval shall not be unreasonably withheld.

TO HAVE AND TO HOLD the above described easement and rights unto Pedernales Electric Cooperative, Inc. and their successors and assigns.

And we do hereby bind ourselves, our heirs and legal representatives to warrant and forever defend all and singular the above described easement and rights unto Pedernales Electric Cooperative, Inc., their successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, through or under Grantor, but not otherwise.

WITNESS our hands this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

[signature page follows]

**GRANTOR:**

\_\_\_\_\_  
Janis K. Johnson,  
Trustee of the JKJ Heritage Trust

**ACKNOWLEDGMENT**

STATE OF TEXAS

§

§

COUNTY OF WILLIAMSON

§

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2012 by Janis K. Johnson, in the capacity and for the purposes and consideration recited therein.

\_\_\_\_\_  
Notary Public, State of Texas

After recording return to:

## SH195

COUNTY OF WILLIAMSON §

DATE: \_\_\_\_\_, 2012

**GRANTOR:** Janis K. Johnson, Trustee of the JKJ Heritage Trust

GRANTOR'S MAILING ADDRESS: \_\_\_\_\_

**GRANTEE:** Chisholm Trail Special Utility District, a conservation and reclamation district of the State of Texas

**GRANTEE'S MAILING ADDRESS:** P. O. Box 249  
Florence, Williamson County, Texas 76527

**CONSIDERATION:** Good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

**GRANT:** Grantor, for the CONSIDERATION paid to Grantor by Grantee, hereby grants, sells, and conveys to Grantee a permanent easement and right-of-way (the "Water Line Easement") in, upon, under, over the Water Line Easement Tract (hereinafter defined), together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold to Grantee and Grantee's successors and assigns forever. The easement, right-of-way, rights, and privileges herein granted shall be used for the purposes of excavating for, laying, constructing, placing, operating, maintaining, reconstructing, replacing, rebuilding, upgrading, renewing, removing, inspecting, patrolling, changing, modifying, or repairing the PROJECT (as hereinafter defined), or any part of the PROJECT, and making connections therewith.

Grantor, for the CONSIDERATION paid to Grantor by Grantee, hereby further grants, sells, and conveys to Grantee a temporary construction easement (the "Temporary Construction Easement") upon and over the Temporary Construction Easement Tract (hereinafter defined) for the accommodation of construction equipment, materials and excavated earth. The Temporary Construction Easement shall terminate eighteen months after Grantee begins construction of the initial authorized improvements in the Water Line Easement or on the two year anniversary of the execution of this Water Line Easement, whichever occurs first. After the termination of the Temporary Construction Easement, Grantee agrees to provide a release of the Temporary Construction Easement upon the request of Grantor, Grantor's successors, and assigns, within ten (10) business days from said request. Any construction, reconstruction or repair activities

undertaken by Grantee after the termination of the Temporary Construction Easement must be undertaken within the confines of the Water Line Easement Tract.

**DESIGNATION OF COURSE:** The "Water Line Easement Tract" is defined as a tract of land across, over and under the following described real property:

All of that certain 0.4545 acre of land, more or less, out of the Burrell Eaves Survey, Abstract No. 216, more particularly described by metes and bounds and sketch attached hereto as Exhibit A, said exhibit being incorporated herein by reference for all purposes (Parcel 109C-WB).

The "Temporary Construction Easement Tract" is defined as a tract of land thirty feet (30') in width, said Temporary Construction Easement Tract being upon and across the surface only of the following described real property:

All of that certain 0.5024 acre of land, more or less, out of the Burrell Eaves Survey, Abstract No. 216, as shown on the sketch attached to Exhibit A, said exhibit being incorporated herein by reference for all purposes.

**PROJECT:** Multiple water lines and all necessary or desirable facilities, equipment and appurtenances thereto including, without limitation, valves, meters and communication lines and related facilities. The communication lines shall be limited to the use of the easement holder and shall not be for the benefit of a third party. In the event Grantor constructs an additional water line or lines in the future after construction of an initial water line, any such line or lines shall be constructed adjacent to and generally parallel with the first water line laid by Grantee within the Water Line Easement.

**Other Rights Granted to Grantee:** Grantee shall have such other right and benefits necessary and/or convenient for the full enjoyment and use of the rights herein granted, including without limitation, (1) the reasonable right of ingress and egress over and across the area encompassed by the Water Line Easement and over the adjacent lands owned by Grantor, but only to the extent that ingress or egress is not available or adequate from a public right-of-way; (2) the reasonable right from time to time to remove any paving and all undergrowth and other obstructions that may injure Grantee's facilities and appurtenances in the Water Line Easement Tract or materially interfere with the exercise of Grantee's authorized rights; and (3) the right to abandon-in-place only those water supply lines, service lines and associated appurtenances located below the surface, such that Grantee shall have no obligation or liability to Grantor or their successors or assigns to move or remove any such abandoned lines or appurtenances located below the surface of the easement. In the event the lines are abandoned, any above ground appurtenances or facilities must be removed promptly upon request of Grantor.

**Obligation of Grantee:** By acceptance of this grant and utilization of any rights granted hereby, Grantee agrees that it will at all times, after doing any work pursuant to the rights hereby granted, restore the surface of the Waterline Easement Tract and Temporary Construction Easement Tract, including paving, to substantially the same condition as existed prior to such work taking into consideration the nature of the work being performed; and that Grantee will not

do any act, or fail to do any act, that will be detrimental or create a hazard to the surface of the lands covered thereby or to the use thereof. The consideration recited herein shall constitute payment in full for all damages initially sustained by Grantor by reason of the utilization by the Grantee of any rights granted herein with the exception of future damages that may be incurred in the future for the failure to restore the surface as set forth in this document.

**Rights of Grantor:** Grantor shall have the right to abate any unauthorized use of the Water Line Easement and any unauthorized use of the Temporary Construction Easement by Grantee by any lawful method. Grantor, its successors and assigns shall retain the right to use the surface of the lands within the boundary lines of the Waterline Easement Tract, including, but not limited to, for the construction of roads, driveways, curbs, sidewalks, fences, parking spaces, landscaping, signage, irrigation, and light poles; provided, however, that (1) no buildings, water quality or detention or similar drainage features, or permanent structures of any kind shall be placed, erected or maintained thereon; (2) such improvements shall not damage facilities located within, or materially interfere with Grantee's use and enjoyment of, the Waterline Easement Tract; and (3) no subsurface utilities of any kind shall be located within the Waterline Easement Tract, except as provided below. Grantee agrees to repair damages that it causes to any of Grantor's authorized improvements within the Waterline Easement Tract. Grantee shall not be responsible for damage it causes to unauthorized improvements within the Waterline Easement Tract.

**Representations of Grantor:** Grantor represents, covenants and warrants that it has full power and authority to enter into this instrument and to convey the Water Line Easement and Temporary Construction Easement to Grantee.

**Exclusivity:** Grantee's easement rights within the Waterline Easement Tract shall be exclusive, with the exception of use by Pedernales Electric Cooperative, Inc. for electric facilities. Grantor reserves the right to grant easements to utilities across the Waterline Easement Tract, but not longitudinally over the easement, provided (1) crossings are made at not less than approximate 45° angle to the waterline; (2) sufficient clearance between facilities is maintained; and (3) such construction does not interfere with the access to, or with the operation, maintenance and safety of the Project, as reasonably determined by Grantee. If approval by Chisholm Trail Special Utility District is required, then such approval shall not be unreasonably withheld.

**Habendum:** To HAVE AND HOLD the Water Line Easement and Temporary Construction Easement and all and singular the rights and appurtenances thereunto belonging unto Grantee, its successors and assigns.

**Warranty:** Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND, all and singular, the Water Line Easement and Temporary Construction Easement unto Grantee, its successors and assigns, against every person whomsoever claiming, or to claim, the same or any part thereof, by through or under Grantor, but not otherwise.



**Successors and Assigns:** The rights granted hereby and the rights, agreements and burdens pertaining thereto shall constitute a covenant running with the land and inure to the benefit of and shall be binding upon the Grantor, any other owner in the future on any part of the Waterline Easement Tract and Temporary Construction Easement Tract, and the Grantee, and all of their respective successors, heirs, legal representatives, executors, administrators and assigns. Grantee's rights hereunder may be assigned in whole or in part to one or more assignees.

**Covenant of Grantor:** Grantor covenants that Grantor is the owner of the Waterline Easement Tract and Temporary Construction Easement Tract and that the person signing this instrument is authorized to execute the same on behalf of the owner or all the owners of all such real property.

IN WITNESS WHEREOF, the GRANTOR has executed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

GRANTOR:

\_\_\_\_\_  
Janis K. Johnson,  
Trustee of the JKJ Heritage Trust

**Acknowledgment**

STATE OF TEXAS                   §  
  §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2012, by Janis K. Johnson, in the capacity and for the purposes and consideration recited herein.

(Seal and Expiration)

\_\_\_\_\_  
Notary Public, State of Texas

After recording return to: