

Sheets & Crossfield, P.C.

ATTORNEYS AT LAW

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March 20, 2012

Ms. Alice Lee
c/o Mark Edward Rogers
3424 Briggs Road
Killeen, TX 78642

Re: SH 29/CR 260 expansion project
Parcel 1—CTSUD Waterline Easement

Dear Ms. Lee and Mr. Rogers:

As you are aware, it has been determined that we need to purchase an additional easement interest in your property in order to accommodate the proposed SH 29 Safety Project. Please allow this letter to set out my understanding regarding our agreement for Williamson County's purchase of a waterline easement area for Chisholm Trail Special Utility District (CTSUD) due to the conflict with the current location of their facilities caused by the proposed widening/realignment of SH 29 and CR 260 in Williamson County.

In return for granting a waterline easement in and to those certain three tracts of property containing a total of 0.019 acre (835 SF), Williamson County will pay the sum of \$2,500.00. The form of the easement will be as shown in Exhibit "A" attached hereto.

CTSUD and Williamson County understand and acknowledge that the Lee property is actively used for livestock grazing, and at all times during any waterline installation work to be performed in the easement areas it shall be the specific responsibility of CTSUD, Williamson County, and their contractors and agents to ensure that all existing gates remain closed both while the work is being performed and after leaving the premises upon completion. Any existing fencing which is required to be removed for installation of the waterline facilities shall be replaced as closely as possible to the existing condition upon completion of the work, and temporary fencing shall be maintained at all times during work within the easement area as necessary to keep any livestock contained within the remaining Lee property.

Williamson County also agrees that access to the existing driveway entrance for the Lee property from CR 260 shall not be blocked or otherwise impaired at any time during the installation of the waterline facilities within the easement areas.

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.

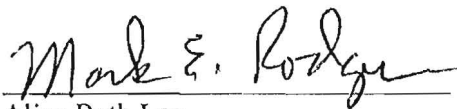
Please feel free to contact Lisa Dworaczyk or myself at any time if you have any additional questions about this agreement or the proposed project.

Very truly yours,



Don Childs
Sheets & Crossfield, P.C.

AGREED:



Alice Beth Lee

WILLIAMSON COUNTY, TEXAS



Dan A. Gattis
County Judge

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. 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 and all paving, 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 any and all water supply lines, service lines and associated appurtenances, 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.

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 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 sustained by Grantor by reason of the utilization by the Grantee of any rights granted herein.

Rights of Grantor: Grantor shall have the right to abate any unauthorized use of the Water Line 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, 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 without the consent of Grantee. 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 to Grantee.

Exclusivity: Grantee's easement rights within the Waterline Easement Tract shall be exclusive, with the exception of permitted uses that are authorized in writing by Grantee, or as otherwise permitted or authorized by Grantee in writing.

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

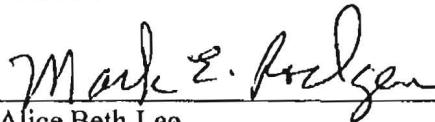
Warranty: Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND, all and singular, the Water Line Easement unto Grantee, its successors and assigns, against every person whomsoever claiming, or to claim, the same or any part thereof, by through or under Grantor, but 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 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 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 3-22, 2012.

GRANTOR:


Alice Beth Lee

Acknowledgment

STATE OF TEXAS §

 §

COUNTY OF Williamson §

This instrument was acknowledged before me on the 22nd day of March, 2012, by Mark E. Rogers, in the capacity and for the purposes and consideration recited herein.

(Seal and Expiration)

Lisa Dworczyk
Notary Public, State of Texas



After recording return to: