Sheets & Crossfield, p.c.

ATTORNEYS AT LAW

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November 19, 2012

John Cahill and Debra Cahill c/o Justin Hodge Johns Marrs Ellis & Hodge LLP 1001 Fannin Street, Suite 760 Houston, Texas 77002

Re:

SH195 expansion project

Parcel 110—PEC/CTSUD easement acquisition

Dear Justin:

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 0.1023 acre (4,457 SF), and a temporary construction easement interest to CTSUD in and to that certain property containing 0.1536 acre (6,689 SF) as shown on Exhibit "A" attached hereto, Williamson County will pay the sum of \$15,000. The form of the easements will be as shown in Exhibit "B" attached hereto.

Williamson County has previously paid the amount of \$5,000 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 sum of \$10,000, and shall be paid on or before December 31, 2012, to Johns Marrs Ellis & Hodge as Trustees for John Cahill and Debra Cahill at 300 West 6th Street, Suite 1950, Austin, Texas 78701.

If the additional settlement amount is not paid by December 31, 2012, then the Defendants shall be entitled to set aside this Agreement, relief of which shall not be opposed by Williamson County.

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:

Justin Hodge

Attorney for John Cahill and Debra Cahill

WILLIAMSON COUNTY, TEXAS

Dan A. Gattis

County Judge