

Sheets & Crossfield, PLLC

ATTORNEYS AT LAW

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

Phone 512-738-8731 (D) • fax 512-255-8986

john@scrllaw.com

April 3, 2024

Usman Azam
18 Highway Spring Lane
Georgetown, Texas 78633

Re: CR 314
Bartlett Electric Easement

Dear Mr. Azam:

Please allow this letter to set out my understanding regarding our Agreement for the acquisition of a permanent electric easement by Williamson County and Bartlett Electric Cooperative, Inc. (collectively the “County”) in and across portions of the property owned by you (“Owner”) as part of the County’s proposed CR 314 improvements (“Project”).

By execution of this letter the parties agree as follows:

1. In return for Owner’s delivery to County of a fully executed and acknowledged electric easement (“Easement”) in and to a 0.0459-acre (2,001 square foot) tract of land, such rights to be granted in the form as set out in Exhibit “A” attached hereto and incorporated herein, County shall pay Owner the sum of **\$8,000.00** in cash or other good funds (“Purchase Price”).

2. If requested by County, the Closing and completion of this transaction shall take place at Longhorn Title Company (“Title Company”) within thirty (30) days after full execution of this Agreement, or at other date and time agreed to between the parties.

Upon request, the Owner shall provide reasonable assistance, at no cost to Owner, to cause the Title Company to issue a policy of title insurance, with standard printed exceptions, to County or to the Easement Grantee in completion of this transaction. County shall be responsible for all fees and costs associated with this transaction, except that each party shall be responsible for any attorney’s fees they incur. Owner shall assist County and Title Company with any curative measures or mortgage lien joinder, consent or subordination required as a condition of the Closing.

Upon completion of (1) the full execution of this Agreement by all parties, and (2) acknowledgment by the Title Company of delivery by County of the full Purchase Price to the Title Company, Purchaser, its agents and contractors shall be permitted at any time after June 3, 2024 to enter and possess the Property prior to Closing for the purpose of completing any and all necessary construction activities associated with the proposed improvement construction project of County.

To the extent allowed by law County, its agents and contractors agree to release, indemnify, and otherwise hold Owner harmless from any damages or other losses to owner or any third party resulting from any acts or omissions performed under the limited right of possession herein. The parties further agree to continue to use diligence in assisting with any title curative or lienholder consent measures required by the Contract to expeditiously complete the Closing of the purchase transaction.

3. This Agreement is being made, and the Easement is being delivered, in lieu of condemnation.

If this meets with your understanding, please have this letter executed by the appropriate person where indicated and return it to me, and we will have this approved and signed by the County and process this for payment and closing 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,

/s/ John L. Kelley

John L. Kelley
Sheets & Crossfield, PLLC

[signature page follows]

AGREED:

By: 

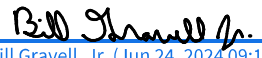
Name: Usman Azam

Address: 18 HIGHLAND SPRING LANE
GEORGETOWN , TEXAS 78633

Date: 06/06/2024

ACCEPTED AND AGREED:

WILLIAMSON COUNTY, TEXAS

By: 
[Bill Gravell, Jr. \(Jun 24, 2024 09:19 CDT\)](#)
Bill Gravell, Jr.
County Judge

Date: Jun 24, 2024

EXHIBIT “A” FORM OF EASEMENT FOLLOWS

**ELECTRIC UTILITY EASEMENT
AND COVENANT OF ACCESS**

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

KNOW ALL MEN BY THESE PRESENTS:

That **USMAN AZAM** (hereinafter referred to as “Grantor,” whether one or more), for the provision of electric service or other good and valuable consideration received the receipt and sufficiency of which is deemed valuable to Grantor and which is hereby expressly acknowledged and accepted by Grantor from **Bartlett Electric Cooperative, Inc., a Texas electric cooperative corporation**, whose mailing address is P. O. Box 200, Bartlett, Texas 76511, and physical address of 27492 Highway 95, Bartlett, Texas 76511 (hereinafter referred to as “Cooperative”), does hereby grant and convey unto the Cooperative, its successors and assigns, an Easement and right-of-way for above-ground facilities to include, but not be limited to, one or more electric lines and communication devices and/or lines or cables, crossarms, insulators, pole mounted equipment and supports for pole mounted equipment to overhang aerially but not physically touch Grantor’s property for electric operations and/or maintenance, each consisting of a variable number of wires and circuits, and all necessary and desirable appurtenances and attachments including, but not limited to, poles, crossarms, guy wires and guy anchorages of varying heights and/or depths (“Easement”), over, across, along and upon all that certain land in Williamson County, Texas (hereinafter referred to as “Grantor’s Property”) more particularly described in Exhibit “A” attached hereto and incorporated herein by reference for all purposes (the “Easement”).

The Easement and its rights and privileges herein granted shall include the right of temporary pedestrian and vehicular ingress and egress on, over, under, across, along and upon Grantor’s Property and shall be used for the purposes of providing electric utility service to Grantor and/or others (overhead or underground), including, but not limited to, placing, constructing, reconstructing, operating, inspecting, patrolling, maintaining, removing, improving, upgrading, increasing or reducing the capability, capacity and number of circuits, repairing, and relocating electric and/or communication lines and/or devices, or distribution facilities or equipment, as well as reading any meter or performing any act relating to the provision of utility service.

This Easement, together with all rights and privileges herein granted, shall be a covenant running with the land for the benefit of the Cooperative, its successors and assigns, and such rights and privileges are severable and may be assigned in whole, or in part, as the Cooperative may desire. Grantor covenants that Grantor, Grantor’s heirs, successors and assigns shall facilitate and assist Cooperative personnel in exercising Cooperative’s rights and privileges herein described at all reasonable times.

The Cooperative shall also have the right to use so much of the remainder of Grantor’s Property as may be reasonably necessary to provide electric utility service to Grantor’s property including, but not limited to, construction, installation, repair and removal of the facilities that may at any time be necessary, at Cooperative’s sole discretion, for the purposes herein specified. In exercising its ingress and egress rights under this instrument, the Cooperative shall use existing roads on Grantor’s Property to the extent practicable, and otherwise the Cooperative shall use commercially reasonable efforts to exercise the rights granted in this paragraph in a manner that minimizes the Cooperative’s interference with Grantor’s use of Grantor’s Property.

Should the Grantor erect locked gates or other barriers that include, but not limited to, hostile dogs, the Grantor will provide the Cooperative with convenient means to circumvent the barrier for access without notice. Refusal on the part of the Grantor to provide reasonable access for the above purposes may, at the Cooperative’s option, be sufficient cause for discontinuance of service. Alternatively, the Cooperative may move the metering location and other facilities and charge Grantor the cost of relocating all facilities.

The Cooperative shall have the right to clear the Easement of all obstructions or to prevent possible interference with or hazards to the safety, operation, and reliability of any of said lines and/or facilities or devices, including, but not limited to, trimming, cutting down, and/or chemically treating trees, undergrowth, and shrubbery within the

Easement or within such proximity of the Cooperative's facilities so as to be hazardous to such facilities. Grantor shall not construct or locate any structure, building, or obstruction including, but not limited to, impound any water or place any temporary or permanent erection of any mast-type equipment or appurtenances, stock tanks, dams, storage piles, swimming pools, antenna, spas, water wells, and/or oil wells within the Easement that will violate any applicable safety codes or interfere with Cooperative's rights and privileges as herein granted. Cooperative has the right to install, use, maintain, and lock access gates, and to remove or prevent construction on the Easement of any or all buildings, structures, and obstructions at Grantor's expense.

Grantor agrees that the consideration received by the Grantor includes consideration for all damages for the initial construction of the Cooperative's facilities on Grantor's Property as well as all damages, if any, to Grantor's Property which may occur in the future after the initial construction of the Cooperative's facilities on Grantor's Property, directly resulting from the Cooperative's exercise of any of its rights herein granted. The Cooperative shall not be liable for any damages caused by maintaining the easement clear of trees, undergrowth, brush, buildings, structures, and/or obstructions.

Grantor warrants that Grantor is the owner of Grantor's Property and has the right to execute this instrument. Grantor warrants that there are no liens existing against Grantor's Property other than the following liens:

Grantor agrees that all of Cooperative's facilities installed on, over, under, across, along and upon Grantor's Property shall remain the sole property of Cooperative, removable at the sole option of the Cooperative.

TO HAVE AND TO HOLD the Easement and rights unto the Cooperative, its successors and assigns, until all of the Cooperative's lines and facilities shall be abandoned by a fully executed and recorded release of Grantor's Property by the Cooperative and not by removal of any or all Cooperative facilities, and in that event the Easement shall cease and all rights herein granted shall terminate and revert to Grantor, Grantor's heirs, successors or assigns; AND GRANTOR HEREBY BINDS GRANTOR, AND GRANTOR'S HEIRS, EXECUTORS, ADMINISTRATORS, AND SUCCESSORS, TO WARRANT AND FOREVER DEFEND THE EASEMENT AND RIGHTS HEREIN GRANTED UNTO THE COOPERATIVE, ITS SUCCESSORS AND ASSIGNS, AGAINST EVERY PERSON WHOMSOEVER LAWFULLY CLAIMING OR TO CLAIM THE SAME OR ANY PART THEREOF.

[signature page follows]

GRANTOR:



USMAN AZAM

Grantor

ACKNOWLEDGEMENT

THE STATE OF TEXAS

§
§
§

COUNTY OF _____

This instrument was acknowledged before me on _____, 2024, by Usman Azam, the person(s) named as Grantor(s) on the first page of this document.

Notary Public, State of Texas

DO NOT WRITE BELOW THIS LINE
COUNTY

RESERVED SPACE BELOW FOR RECORDING AT

EXHIBIT A
PROPERTY DESCRIPTION

DESCRIPTION OF A 0.0459 ACRE (2,001 SQUARE FOOT) PARCEL OF LAND, SITUATED IN THE A.A. LEWIS SURVEY, ABSTRACT NO. 384, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 7, OF SUNRISE MEADOWS, A SUBDIVISION RECORDED IN CABINET G, SLIDE 275, OF THE PLAT RECORDS OF WILLIAMSON COUNTY TEXAS, DESCRIBED IN GENERAL WARRANTY DEED TO USMAN AZAM, RECORDED IN DOCUMENT NO. 2023008227, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.0459 ACRE (2,001 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 5/8 inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set, being 68.00 feet right of Engineer's baseline station 84+55.37, on the proposed southerly right-of-way (ROW) line of County Road 314 (C.R. 314) (ROW width varies), same point being on the westerly boundary line of Lot 6 of said SUNRISE MEADOWS subdivision, same line being the easterly boundary line of said Lot 7, (Grid Coordinates determined as N=10,263,128.54, E=3,153,933.83), for the northeasterly corner and **POINT OF BEGINNING** of the herein described parcel, from which a 1/2 inch iron rod found in the original southerly ROW line of County Road 314 (variable ROW width), same line being the northerly boundary line of said SUNRISE MEADOWS subdivision, said point being the northwesterly corner of said Lot 6 and the northeasterly corner of said Lot 7, bears N 21°28'28" W a distance of 50.53 feet;

1) **THENCE, S 21°28'28" E** departing said proposed southerly ROW line, with the common boundary line of said Lot 6 and said Lot 7, a distance of **10.00 feet** to a calculated point for the southeasterly corner of the herein described parcel;

THENCE, over and across said Lot 7 the following two (2) courses:

2) **S 68°09'14" W** a distance of **197.31 feet** to a calculated point at the beginning of a tangent curve to the right;

3) with said curve to the right having a radius of **6,077.98 feet**, a delta angle of **00°01'34"**, an arc length of **2.76 feet**, and a chord which bears **S 68°10'01" W**, a distance of **2.76 feet** to a calculated point in the common boundary line of Lot 8, said SUNRISE MEADOWS subdivision, and said Lot 7, for the southwesterly corner of the herein described parcel;

4) **THENCE, N 21°24'47" W** with said common boundary line of Lot 8 and Lot 7 a distance of **10.00 feet** to a 5/8 inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set, being 68.00 feet right of Engineer's baseline station 82+55.31, in said proposed southerly ROW line of C.R. 314, at the beginning of a non-tangent curve to the left, for the northwesterly corner of the herein described parcel, from which a 1/2 inch iron rod found in said original southerly ROW line of County Road 314, same line being said northerly boundary line of SUNRISE MEADOWS subdivision, same point being the northeasterly corner of said Lot 8 and the northwesterly corner of said Lot 7, bears N 21°24'47" W a distance of 51.51 feet;

THENCE, with said proposed southerly ROW line of C.R. 314, over and across said Lot 7 the following two (2) courses:

5) with said curve to the left having a radius of **6,067.98 feet**, a delta angle of **00°01'31"**, an arc length of **2.69 feet**, and a chord which bears **N 68°09'59" E**, a distance of **2.69 feet** to a 5/8 inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set, being 68.00 feet right of Engineer's baseline station 82+58.00, for a point of tangency;

County: Williamson
Parcel: 10E, Usman Azam
Highway: County Road 314

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- 6) **N 68°09'14" E** a distance of **197.37 feet** to the **POINT OF BEGINNING**, and containing an area of 0.0459 acre (2,001 square feet) of land, more or less.

Bearings are based on the Texas Coordinate System of 1983, Central Zone NAD83 (2011). Coordinates shown hereon are grid values represented in U.S. Survey Feet. All distances shown hereon are surface values represented in U.S. Survey Feet based on a surface-to-grid Combined Adjustment Factor of 0.99985232.

The use of the word certify or certification on this document only constitutes an expression of professional opinion regarding those facts or findings which are the subject of the certification, and does not constitute a warranty or guarantee, either expressed or implied.

This property description is accompanied by a separate parcel plat.

The subject tract shown hereon is an easement, monuments were not set for corners.

I, Miguel A. Escobar, a Registered Professional Land Surveyor, do hereby certify that the above description and the accompanying sketch is true and correct to the best of my knowledge and belief and the property described herein was determined by a survey made on the ground between July 2020 and September 2022, under the direct supervision of M. Stephen Truesdale, LSLS, RPLS No. 4933.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

Inland Geodetics

Miguel A. Escobar
Registered Professional Land Surveyor No. 5630
Licensed State Land Surveyor
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681
Project No: SLAN-001
S:\SEILER-LANKES\CR 314\5-Descriptions-Reports\PARCEL-10-AZAM.doc



EXHIBIT A

PLAT TO ACCOMPANY DESCRIPTION

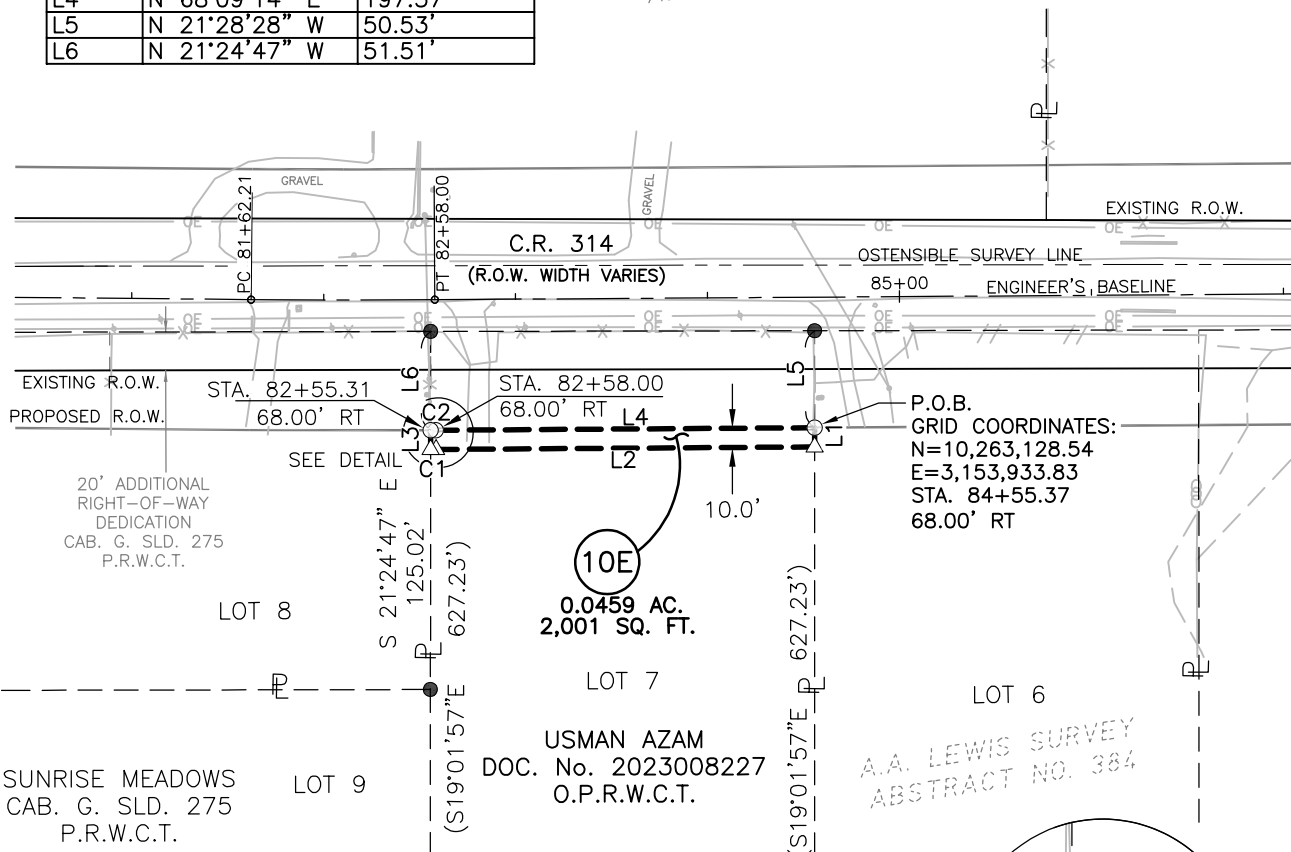
CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	0°01'34"	6,077.98'	2.76'	S 68°10'01" W	2.76'
C2	0°01'31"	6,067.98'	2.69'	N 68°09'59" E	2.69'

LINE	BEARING	DISTANCE
L1	S 21°28'28" E	10.00'
L2	S 68°09'14" W	197.31'
L3	N 21°24'47" W	10.00'
L4	N 68°09'14" E	197.37'
L5	N 21°28'28" W	50.53'
L6	N 21°24'47" W	51.51'

ISAAC BUNKER SURVEY
ABSTRACT NO. 54

50 0 50 100

SCALE 1" = 100'



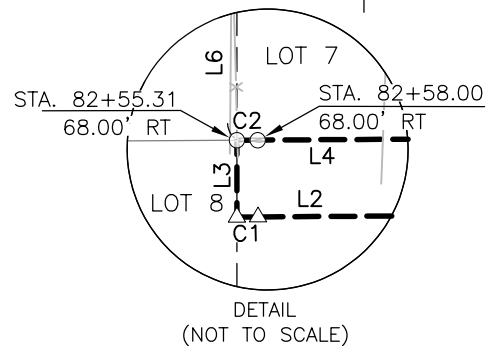
P.O.B.
GRID COORDINATES:
N=10,263,128.54
E=3,153,933.83
STA. 84+55.37
68.00' RT

10E
0.0459 AC.
2,001 SQ. FT.

A.A. LEWIS SURVEY
ABSTRACT NO. 384

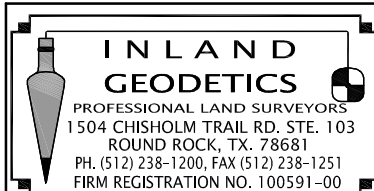
LEGEND

- △ CALCULATED POINT
- 1/2" IRON ROD FOUND
- 5/8" IRON ROD W/ ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" SET
- P PROPERTY LINE
- O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS
- O.R.W.C.T. OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS
- P.R.W.C.T. PLAT RECORDS, WILLIAMSON COUNTY, TEXAS
- P.O.B. POINT OF BEGINNING
- () RECORD INFORMATION



PROJECT NO.: SLAN-001

01/18/2024



PARCEL PLAT SHOWING PROPERTY OF

USMAN AZAM

PARCEL 10E
0.0459 AC.
2,001 SQ. FT.

SCALE
1" = 100'

WILLIAMSON COUNTY

PROJECT
C.R. 314

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PLAT TO ACCOMPANY DESCRIPTION

NOTES:

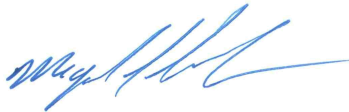
- 1) BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE NAD83 (2011). COORDINATES SHOWN HEREON ARE GRID VALUES REPRESENTED IN U.S. SURVEY FEET. ALL DISTANCES SHOWN HEREON ARE SURFACE VALUES REPRESENTED IN U.S. SURVEY FEET BASED ON A SURFACE-TO-GRID COMBINED ADJUSTMENT FACTOR OF 0.99985232.
- 2) THE SYMBOLS REFLECTED IN THE LEGEND AND ON THIS SURVEY MAY HAVE BEEN ENLARGED FOR CLARITY. THE SYMBOLS HAVE BEEN PLOTTED AT THE CENTER OF THE FIELD LOCATION AND MAY NOT REPRESENT THE ACTUAL SIZE OR SHAPE OF THE FEATURE.
- 3) UTILITY INFORMATION SHOWN HEREON CONSTITUTES FIELD RECOVERY OF OBSERVED EVIDENCE OF UTILITIES. LOCATIONS OF UNDERGROUND UTILITIES/STRUCTURES MAY VARY FROM LOCATIONS SHOWN HEREON. ADDITIONAL BURIED UTILITIES/STRUCTURES, SUCH AS ELECTRICAL, TELEPHONE, CABLE TV AND PIPELINES, MAY BE ENCOUNTERED. NO EXCAVATIONS WERE MADE DURING THE PROGRESS OF THIS SURVEY TO LOCATE BURIED UTILITIES/STRUCTURES. FOR INFORMATION REGARDING BURIED UTILITIES/STRUCTURES OR BEFORE ANY EXCAVATION IS BEGUN, CONTACT THE APPROPRIATE AGENCIES FOR VERIFICATION OF UTILITY TYPE AND FOR FIELD LOCATION.
- 4) THE USE OF THE WORD CERTIFY OR CERTIFICATION ON THIS DOCUMENT ONLY CONSTITUTES AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THOSE FACTS OR FINDINGS WHICH ARE THE SUBJECT OF THE CERTIFICATION, AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EITHER EXPRESSED OR IMPLIED.
- 5) THE FOREGOING MAP AND SURVEY ON WHICH IT IS BASED IS ACCOMPANIED BY AND A PART OF SEPARATE METES AND BOUND DESCRIPTION OF THE SUBJECT TRACT.
- 6) THE SUBJECT TRACT SHOWN HEREON IS AN EASEMENT, MONUMENTS WERE NOT SET FOR CORNERS.
- 7) REFERENCE IS HEREBY MADE TO THAT CERTAIN TITLE COMMITMENT (THE "TITLE COMMITMENT") ISSUED BY TEXAN TITLE COMPANY, UNDER GF NO. GT2301881, EFFECTIVE 06/13/2023 ISSUED 06/26/2023. THE EASEMENTS AND RESTRICTIONS LISTED ON SCHEDULE B OF THE TITLE COMMITMENT WERE REVIEWED BY THE SURVEYOR AND ARE SHOWN HEREON. SURVEYOR HAS RELIED UPON THE TITLE COMMITMENT AND MADE NO INDEPENDENT INQUIRY AS TO EASEMENTS AND RESTRICTIONS AFFECTING THE PROPERTY, OTHER THAN VISIBLE AND APPARENT EASEMENTS NOTED BY SURVEYOR DURING THE PREPARATION OF THE SURVEY AND REFLECTED HEREON.

SCHEDULE B:

1. RESTRICTIVE COVENANTS OF RECORD IN CABINET G, SLIDES 275-276, OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS.
- 10a. ANY PORTION OF THE SUBJECT PROPERTY LYING WITHIN THE BOUNDARIES OF A PUBLIC OR PRIVATE ROADWAY, WHETHER DEDICATED OR NOT.
- 10b. RIGHTS OF TENANTS, AS TENANTS ONLY, UNDER EXISTING LEASE AGREEMENTS AFFECTING THE LAND.
- 10c. RIGHT-OF-WAY TWENTY (20) FEET IN WIDTH ALONG THE FRONT PROPERTY LINE(S), AS SHOWN BY THE RECORDED PLAT OF SUBDIVISION. (THE LOCATION IS SHOWN)
- 10d. DRAINAGE EASEMENTS AND SETBACKS AS SHOWN BY THE RECORDED PLAT OF SUBDIVISION. (IT IS NOT ON, OR DOES NOT TOUCH THE SURVEYED PROPERTY)
- 10e. EASEMENT DATED MARCH 9, 1972, TO JARRELL-SCHWERTNER WATER SUPPLY CORPORATION, RECORDED IN VOLUME 586, PAGE 243, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. (LOCATION CANNOT BE DETERMINED FROM RECORD DOCUMENT)
- 10f. EASEMENT DATED JANUARY 9, 1987, TO BARTLETT ELECTRIC COOPERATIVE, INC., RECORDED IN VOLUME 1622, PAGE 21, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. (LOCATION CANNOT BE DETERMINED FROM RECORD DOCUMENT)
- 10g. ANY PORTION OF THE ABOVE DESCRIBED TRACT THAT MAY LIE WITHIN THE 100 YEAR FLOOD PLAIN IS SUBJECT TO REGULATIONS GOVERNING THE USE AND DEVELOPMENT OF SUCH PROPERTY AS MAY BE PROMULGATED BY ANY GOVERNMENTAL ENTITY, FEDERAL, STATE, OR CITY GOVERNMENTS AS MAY EXIST IN WILLIAMSON COUNTY, TEXAS.
- 10h. (NOT A SURVEY MATTER)
- 10i. SUBJECT TO ANY VISIBLE OR APPARENT EASEMENT(S) OVER, UNDER OR ACROSS SUBJECT PROPERTY.
- 10j. RIGHTS OF PARTIES IN POSSESSION.

I, MIGUEL A. ESCOBAR, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE ABOVE DESCRIPTION AND THE ACCOMPANYING SKETCH IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THE PROPERTY DESCRIBED HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND BETWEEN JULY 2020 AND SEPTEMBER 2022, UNDER THE DIRECT SUPERVISION OF M. STEPHEN TRUESDALE, LSLS, RPLS NO.4933.

INLAND GEODETICS

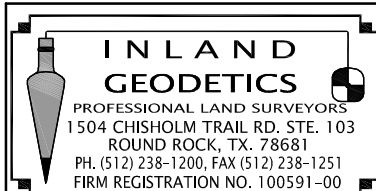


MIGUEL A. ESCOBAR, L.S.L.S., R.P.L.S.
TEXAS REG. NO. 5630
1504 CHISHOLM TRAIL RD #103
ROUND ROCK, TX 78681
TBPELS FIRM NO. 10059100



PROJECT NO.: SLAN-001

01/18/2024



PARCEL PLAT SHOWING PROPERTY OF

USMAN AZAM

WILLIAMSON COUNTY

PROJECT
C.R. 314

PARCEL 10E
0.0459 AC.
2,001 SQ. FT.

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