

STORM SEWER AND DRAINAGE EASEMENT

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

§
§
§

KNOW ALL BY THESE PRESENTS:

That WILLIAMSON COUNTY, TEXAS (hereinafter referred to as "Grantor"), for and in consideration of the sum of Ten and no/100 Dollars (\$10.00) and other good and valuable consideration paid by the CITY OF CEDAR PARK, TEXAS, a municipal corporation situated in the County of Williamson and State of Texas, ("Grantee"), the receipt and sufficiency of which hereby acknowledged, does hereby GRANT, SELL, and CONVEY unto Grantee certain rights and interests in the nature of a perpetual storm sewer and drainage easement and right-of-way in, upon, over, under, above and across the following described property, the same and not constituting the homestead of Grantor, to-wit:

A tract of land consisting of 0.2233 acre, or 9,728 square feet more or less, track of land, said tract being more particularly described 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 location, placement, relocation, construction, operation, enlargement, maintenance, alteration, repair, rebuilding, removal and patrol of storm sewer utilities and drainage facilities, to-wit: drainage channel and storm sewers and collection facilities, drainage pipes and all other surface and subsurface drainage structures, lines, connecting lines, access facilities and related equipment, all necessary conduits, valves, vaults, manholes, ventilators and appurtenances, and any necessary accessories thereto.

This conveyance is made and accepted subject to any and all conditions and restrictions, if any, relating to the hereinabove described property to the extent, and only to the extent, that the same may still be in force and effect and shown of record in the office of the County Clerk of Williamson County, Texas.

Except as otherwise noted, the easement, rights and privileges herein granted shall be perpetual, provided however that said easement, rights and privileges shall cease and revert to Grantors in the event the utilities are abandoned, or shall cease to be used, for a period of five (5) consecutive years.

The perpetual easement, right-of-way, rights and privileges granted herein are exclusive, and Grantor covenants not to convey any other easement or conflicting rights within the premises covered by this grant, without the express written consent of Grantee, which consent shall not be unreasonably withheld. Grantee shall have the right to review any proposed easement or conflicting use to determine the effect, if any, on the utilities contemplated herein. Prior to granting its consent for other easements, Grantee may require reasonable safeguards to protect the integrity of the utilities thereon.

Grantee hereby covenants and agrees:

- (a) Grantee shall not fence the easement;
- (b) Grantee shall promptly backfill any trench made by it on the easement and repair any damage it shall do to Grantors private roads or lanes on the lands;

- (c) 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.

Grantor hereby dedicates the easement as drainage and storm sewer easement for the purposes stated herein.

TO HAVE AND TO HOLD the rights and interests described unto Grantee and its successors and assigns, forever, together with all and singular all usual and customary rights thereto in anywise belonging, and together with the right and privilege at any all times to enter said premises, or any part thereof, for the purpose of constructing and maintaining said utilities and for making any connections therewith, and Grantors do hereby bind themselves, their successors and assigns and legal representatives, to WARRANT and FOREVER DEFEND all and singular, the said easement and rights and interests unto the City of Cedar Park, Texas, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS THEREOF, Grantors have caused this instrument to be executed on this ____ day of _____, 2015.

GRANTORS: Williamson County

By: _____
Dan A. Gattis, County Judge

ACKNOWLEDGEMENT

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the _____ day of _____, 2015, by Dan A. Gattis, known by me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of and on behalf of said entity and in the capacity and for the purposes and consideration therein expressed.

Notary Public, State of Texas

ACCEPTED:

CITY OF CEDAR PARK, TEXAS

Brenda Eivens, City Manager

******* NOTARY ACKNOWLEDGEMENTS *******

The foregoing instrument was executed before me by _____ on this the _____ day of _____, 2015.

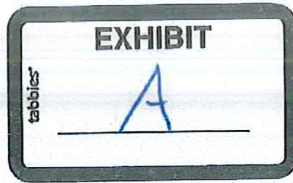
(Seal and Expiration)

Notary Public, State of Texas

After recording, please return to:

City of Cedar Park Engineering Department
ATTN: Randall Lueders, P.E.
450 Cypress Creek Road, Bldg. 1
Cedar Park, Texas 78613

EXHIBIT " "



(Drainage Easement)
John H. Dillard Survey, Abstract No. 179

Legal Description

BEING A DESCRIPTION OF A TRACT OF LAND CONTAINING 0.2233 ACRE (9,728 SQUARE FEET), OUT OF THE JOHN H. DILLARD SURVEY, ABSTRACT NO. 179, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 32.703 ACRE TRACT (DESCRIBED AS EXHIBIT "A") CONVEYED TO WILLIAMSON COUNTY, RECORDED IN DOCUMENT NUMBER 2011066293 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.), SAID 0.2233 ACRE BEING MORE PARTICULARLY DESCRIBED BY METES AND AS FOLLOWS:



PO Box 90876
Austin, TX 78709
512.537.2384
jward@4wardls.com
www.4wardls.com

COMMENCING, at a 60D nail found at an angle point in the south right-of-way line of Brushy Creek Road (Right-of-way varies), and being an angle point in the north line of said Williamson County tract, from which a nail found in the south right-of-way line of said Brushy Creek Road and at an angle point in the north line of said Williamson County tract bears, S72°55'04"W, a distance of 152.50 feet;

THENCE, along the south right-of-way line of said Brushy Creek Road and the north line of said Williamson County tract, N61°31'08"E, a distance of 51.24 feet to a calculated point for the northwest corner and **POINT OF BEGINNING** hereof;

THENCE, continuing along the south right-of-way line of said Brushy Creek Road and the north line of said Williamson County tract, N61°31'08"E, a distance of 21.18 feet to a calculated point for the northeast corner hereof, from which a nail found in the south right-of-way line of said Brushy Creek Road and at an angle point in the north line of said Williamson County tract bears, N61°31'08"E, a distance of 221.73 feet;

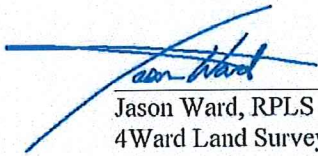
THENCE, leaving the south right-of-way line of said Brushy Creek Road and the north line of said Williamson County tract, over and across said 32.703 acre tract, the following eight (8) courses and distances:

- 1) S09°16'56"E, a distance of 218.38 feet to a calculated point for an angle point hereof,
- 2) S61°15'11"E, a distance of 197.93 feet to a calculated point for an angle point hereof,
- 3) N89°45'09"E, a distance of 42.86 feet to a calculated point for an exterior ell-corner hereof,
- 4) S13°17'09"E, a distance of 30.79 feet to a calculated point for the southeast corner hereof,
- 5) S89°45'24"W, a distance of 38.57 feet to a calculated point for the southwest corner hereof,
- 6) N33°14'18"W, a distance of 1.67 feet to a calculated point for an angle point hereof,
- 7) N61°15'11"W, a distance of 228.51 feet to a calculated point for an angle point hereof, and

- 8) N09°42'06"W, a distance of 222.44 feet to the **POINT OF BEGINNING**, and containing 0.2233 Acre (9,728 Square Feet) more or less.

NOTE:

All bearings are based on the Texas State Plane Coordinate System, Grid North, Central Zone (4203), all distances were adjusted to surface using a combined scale factor of 1.000119770998. See attached sketch (reference drawing: 00324 Drainage Easement.dwg)



9/4/15

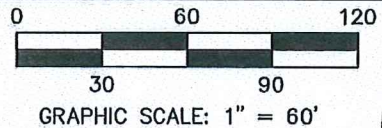
Jason Ward, RPLS #5811
4Ward Land Surveying, LLC



CALLED 12.3960 ACRES
GREAT OAKS DEVELOPMENT, LLC
DOC. NO. 2014092102
O.P.R.W.C.T.

BRUSHY CREEK ROAD
(R.O.W. VARIES)

LEGEND	
	PROPOSED EASEMENT LINE
	EXISTING PROPERTY LINES
	EXISTING EASEMENTS
	60D NAIL FOUND
	CALCULATED POINT
DOC. NO.	DOCUMENT NUMBER
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
R.O.W.	RIGHT-OF-WAY
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS
(.....)	RECORD INFORMATION PER DOC. NO. 2011066293



9/4/2015

JOHN H. DILLARD SURVEY ABSTRACT NO. 179

DRAINAGE EASEMENT
0.2233 ACRE(S)
9,728 SQUARE FEET

-CHAMPION PARK-
CALLED 32.703 ACRES
(DESCRIBED AS EXHIBIT "A")
WILLIAMSON COUNTY
DOC. NO. 2011066293
O.P.R.W.C.T.

LINE TABLE

LINE #	DIRECTION	LENGTH
L1	N61°31'08"E	21.18'
L2	N89°45'09"E	42.86'
L3	S13°17'09"E	30.79'
L4	S89°45'24"W	38.57'
L5	N33°14'18"W	1.67'

NOTES:

1) ALL BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, GRID NORTH, CENTRAL ZONE, (4203), NAD83 (CORS), ALL DISTANCES WERE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 1.000119770998.

2) SEE ATTACHED METES AND BOUNDS DESCRIPTION.

0.2233 ACRE DRAINAGE EASEMENT

City of Cedar Park,
Williamson County,
Texas

4WARD
Land Surveying
A Limited Liability Company

PO Box 90876, Austin Texas 78709
WWW.4WARDLS.COM (512) 537-2384
TBPLS FIRM #10174300

Date:	9/4/2015
Project:	00324
Scale:	1" = 60'
Reviewer:	JSW
Tech:	SJH
Field Crew:	JCR/KDL
Survey Date:	JULY 2014
Sheet:	1 OF 1