

WATERLINE EASEMENT

STATE OF TEXAS

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KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF WILLIAMSON

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This Waterline Easement is made between Williamson County, Texas, a political subdivision of the State of Texas, whose address is 710 Main Street, Suite 101, Georgetown, Texas 78626, Attn: County Judge, (hereinafter referred to as "Grantor"), and Lone Star Regional Water Authority, a Texas Conservation and Reclamation District, whose address is P.O. Box 554, Jarrell, Texas 76537, Attn: General Manager, (herein referred to as "Grantee").

1. For the good and valuable consideration described in Paragraph 2 below, Grantor hereby GRANTS and CONVEYS to Grantee, and Grantee's successors and assigns, a non-exclusive easement (the "Easement") for the placement, construction, operation, repair, maintenance, replacement, upgrade, rebuilding and/or removal of a waterline and related underground facilities (collectively, the "Facilities") on, over, under, and across the following described property of the Grantor, to wit:

Being a strip of land which consists of 0.141 of an acre of land, situated in the Absalom Jett Survey, Abstract No. 343, said land being situated in the County of Williamson, State of Texas, being more particularly described by metes and bounds and by diagram in **Exhibit A** attached hereto and made a part hereof for all purposes (herein sometimes referred to as the "Easement Area" or the "Property").

2. The Easement and the rights and privileges herein conveyed, are granted for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt and sufficiency of which is hereby acknowledged and confessed.
3. The Easement, with its rights and privileges, shall be used only for the purpose of placing, constructing, operating, repairing, maintaining, rebuilding, replacing, upgrading, and/or removing the Facilities. Grantee acknowledges and agrees that in no event shall the rights of Grantee in the Easement include any other types of rights, interests or use(s) other than such rights, interests or use(s) as specifically set forth herein.
4. Grantee shall not, without the prior written consent of Grantor, which shall not be unreasonably withheld, grant, transfer or otherwise assign any right or interest which Grantee receives under this instrument to any individual or entity who is not a party hereto. Any permitted assignment of this Easement and of the rights of the Grantee hereunder shall include an express assumption by the permitted assignee of the obligations set forth herein.

5. The duration of the Easement shall be perpetual; provided, however, Grantee acknowledges and agrees that in the event Grantee ceases to use the Facilities within the Easement Area for a period of at least sixty (60) cumulative calendar days over a twelve (12) month period, all rights, title and interests granted to Grantee hereunder shall terminate and revert back to Grantor. In the event of such termination and reversion, Grantee shall execute a deed of release, in recordable form, and deliver same to Grantor immediately upon Grantor's written request to Grantee.
6. The Easement and the rights and privileges granted by this instrument are NON-EXCLUSIVE. However, Grantor and Grantor's successors and assigns shall not convey any other easement, license, or conflicting right to use the Easement Area for any purpose which will directly interfere with or prevent Grantee's use thereof or that would otherwise damage the Facilities.
7. Grantor shall retain full use of the Easement Area for any purpose not prohibited by the terms of this instrument.
8. Grantee agrees that no hardwood trees, within the Easement Area or on the areas adjoining the Easement Area, having trunks that are two (2) inches in diameter or larger, measured two (2) feet above the ground, shall be cut, damaged or otherwise disturbed without the Grantor's prior written permission; however, cedar trees, brush, sprouts and small saplings may be cut, it being provided that all such brush, sprouts and small saplings shall be removed from the Grantor's property. In the event that Grantee or Grantee's agents and/or contractors cut, damage or otherwise disturb a hardwood tree having a trunk that is two (2) inches in diameter or larger, measured two (2) feet above the ground, Grantee shall be obligated and liable to Grantor for the repair and/or replacement value of each such damaged hardwood tree.
9. In addition to the Easement, rights, and privileges herein granted, Grantee shall have the temporary right to use the surface of a twenty-five foot (25') strip of land adjacent to the Easement Area (the "Temporary Easement Area"), as depicted in the attached **Exhibit A**, to the extent necessary to construct and install the Facilities within the Easement Area. Upon the completion of such construction and installation, Grantee shall restore the surface of the Temporary Easement Area to the condition in which the same was found before any such work was undertaken, and Grantee's right to use any portion of Grantor's property adjacent to the Easement Area shall thereupon terminate for all purposes.
10. The terms of this instrument shall be binding upon Grantor, and Grantor's successors and assigns; shall bind and inure to the benefit of the Grantee and any successors or permitted assigns of Grantee; and shall be deemed to be a covenant running with the land.
11. This instrument contains the entire agreement between the parties relating to its subject matter. Any oral representations or modifications concerning this Easement shall be

of no force and effect. Any subsequent amendment or modification must be in writing and agreed to by all parties.

12. Grantor and Grantor's successors and assigns are and shall be bound to WARRANT and FOREVER DEFEND the Easement and the rights conveyed in this instrument to Grantee and Grantee's successors and permitted assigns, against every person lawfully claiming or to claim all or any part thereof, by, through or under Grantor, but not otherwise, subject to the terms and provisions hereof and all matters of record or visible and apparent on the ground, to the extent same are valid, subsisting and affect the Easement Area.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on this ____ day of _____, 20__.

GRANTOR:

Williamson County, Texas

By: _____

Printed Name: _____

ACKNOWLEDGMENT

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the _____ day of _____, 20__, by _____, its _____, on behalf of Grantor.

Notary Public, State of Texas

Grantee hereby accepts the Easement subject to the terms and conditions hereof:

GRANTEE:

Lone Star Regional Water Authority

By: J. Tom Ray

Printed Name: J. Tom Ray

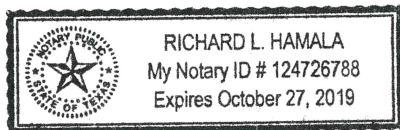
Representative Capacity: General Manager

ACKNOWLEDGMENT

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the 20th day of July, 2017, by J. Tom Ray, its General Manager, on behalf of Grantee.



Richard L. Hamala
Notary Public, State of Texas

Grantee hereby accepts the Easement subject to the terms and conditions hereof:

GRANTEE:

Lone Star Regional Water Authority

By: J. Tom Ray

Printed Name: J. Tom Ray

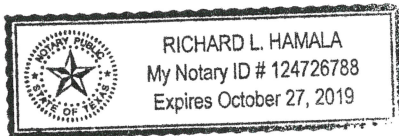
Representative Capacity: General Manager

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Richard L. Hamala
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