

After Recording, Please Return To:

Parkside at Mayfield Ranch Municipal Utility District
c/o Armbrust & Brown, PLLC
100 Congress Avenue, Ste. 1300
Austin, Texas 78701

DRAINAGE EASEMENT

THE STATE OF TEXAS

§

KNOW ALL BY THESE PRESENTS:

COUNTY OF WILLIAMSON

§

§

THAT COUNTY OF WILLIAMSON, TEXAS, a political subdivision of the State of Texas, ("**Grantor**"), for and in consideration of the sum of TEN DOLLARS and other good and valuable consideration to Grantor, in hand paid, the receipt and sufficiency of which are hereby acknowledged, and for which no lien, expressed or implied, is retained, has this date **GRANTED, SOLD, and CONVEYED** and, by these presents, does hereby **GRANT, SELL, and CONVEY** unto **PARKSIDE AT MAYFIELD RANCH MUNICIPAL UTILITY DISTRICT**, a political subdivision of the State of Texas ("**Grantee**"), whose address is c/o Armbrust & Brown, PLLC, 100 Congress Avenue, Suite 1300, Austin, Texas, 78701, a permanent easement (the "**Easement**") in, upon, over, under, and across the following real property:

That 2,197 square foot tract of land, in the Anastasha Carr Survey, Abstract No. 122, in Williamson County, Texas, which is fully described and shown on **Exhibit "A"**, attached hereto and made a part hereof for all purposes ("**Easement Tract**").

TO HAVE AND TO HOLD the Easement, together with the right and privilege at any and all times to enter the Easement Tract or any part thereof, unto Grantee and its successors and assigns forever, for the purposes set forth herein. Grantor, on behalf of itself and its successors and assigns, does hereby covenant and agree to **WARRANT and FOREVER DEFEND** title to the Easement unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, subject to the terms and provisions hereof and all matters of record to the extent the same are valid, subsisting, and affect the Easement Tract.

The Easement may be used for the purpose of the inundation and conveyance of storm waters and flood waters, and the construction, installation, operation, repair, inspection, maintenance, relocation, removal, upgrade, and replacement of drainage improvements and related facilities, utilities, appurtenances, including, without limitation, drainage channels, piping, culverts, outfall, and headwall improvements (collectively, "**Drainage Facilities**"), and making connections thereto, and for maintaining the Easement Tract by clearing and removing vegetation and debris. Grantee will use reasonable efforts to design and maintain the Drainage Facilities so as to mitigate erosion within the Easement Tract and will be responsible for repairing any erosion damage to the Easement Tract caused by the Drainage Facilities for two years after completion of construction of the initial Drainage Facilities.

The Easement will be non-exclusive; however, Grantor will not use the Easement Tract in any manner or grant any easement on or across the Easement Tract that interferes or is inconsistent with or prevents the use of the Easement as contemplated herein.

This Easement and the rights of Grantee hereunder may be assigned by Grantee in whole or in part, exclusively or non-exclusively, so long as the assignee utilizes the Easement solely as

contemplated herein. Any assignment of this Easement and the rights of Grantee hereunder will also include an express assumption by any assignee of the obligations set forth herein, and any such assignment and assumption will release assignor of its rights and obligations hereunder to the extent assumed.

Should Grantee or Grantee's agents, in the exercise of Grantee's rights hereunder, ever damage Grantor's property, whether it be real or personal property that is located within the Easement Tract or within areas adjacent to the Easement Tract, Grantee shall be liable for such damage and Grantee shall be obligated to promptly repair the damaged property as close as reasonably practicable to its prior condition.

Grantee agrees that no hardwood trees, within the Easement Tract or on the areas adjoining the Easement Tract, 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 Grantor's prior written permission; however, cedar trees, brush, sprouts and small saplings may be cut, it being provided that all such cut brush, sprouts and small saplings shall also be removed from 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.

* * *

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed to be effective as of _____, 2017.

GRANTOR:

COUNTY OF WILLIAMSON, TEXAS, a political subdivision of the State of Texas

By: _____
Dan A. Gattis, Williamson County Judge

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on _____, 2017 by Dan A. Gattis, County Judge of the County of Williamson, Texas, a political subdivision of the State of Texas, on behalf of said county.

(Seal)

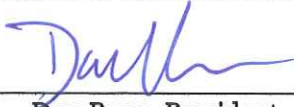
Notary Public Signature

Grantee hereby accepts this Easement subject to the terms and conditions hereof.



GRANTEE:

**PARKSIDE AT MAYFIELD RANCH
MUNICIPAL UTILITY DISTRICT**, a political
subdivision of the State of Texas

By: 
Dan Ryan, President
Board of Directors

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on December 12, 2017,
by Dan Ryan, President of the Board of Directors of Parkside at Mayfield Ranch Municipal
Utility District, a political subdivision of the State of Texas, on behalf of said political
subdivision.

(Seal)


Notary Public Signature

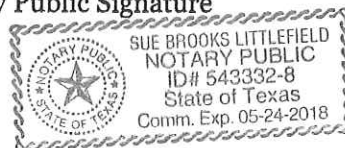


EXHIBIT "A"
EASEMENT TRACT
LEGAL DESCRIPTION

BEING a 2197 square foot tract of land situated in the Anastasha Carr Survey, Abstract No. 122 in Williamson County, Texas; same being a portion of a called 558.26 acre tract of land described in the Deed Without Warranty to Williamson County recorded in Document No. 2006065107 of the Official Public Records of Williamson County, Texas; said 2197 square foot tract of land being more particularly described by metes and bounds as follows with bearings referenced to the Texas Coordinate System of 1983, Central Zone:

COMMENCING at a 1/2" iron rod found for the westerly corner of Lot 58 of the WHITETAIL SUBDIVISION, a subdivision recorded in Cabinet C, Slide 117 of the Plat Records of Williamson County, Texas and being an angle point in the easterly line of Lot 48A, Block B of PARKSIDE AT MAYFIELD RANCH SECTION 8, a subdivision recorded in Document No. 2015085072 of the Official Public Records of Williamson County, Texas.

THENCE with the common line of said Lot 58 and said 48A, South 24°14'38" East a distance of 345.43 feet to the easterly corner of said Lot 48A and the southerly corner of said Lot 58 being an angle point in the northerly line of said 558.26 acre tract of land, from which a 1/2" iron rod with cap stamped "RJ SURVEYING" found bears South 69°20'32" West a distance of 52.61 feet;

THENCE over and across said 558.26 acre tract of land South 20°40'24" East a distance of 41.05 feet to the POINT OF BEGINNING;

THENCE continuing over and across said 558.26 the following courses and distances:

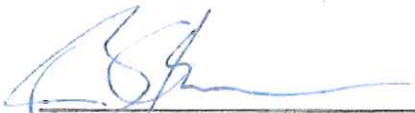
South 69°15'47" East a distance of 30.95 feet to the point of curvature of a curve to the right;

Southeasterly with said curve to the right having a radius of 340.00 feet and a delta angle of 13°42'47", an arc distance of 81.38 feet (the chord of said curve bears South 62°24'23" East a distance of 81.18 feet);

South 37°04'52" West a distance of 25.25 feet;

North 57°09'41" West a distance of 94.00 feet;

North 20°40'24" West a distance of 18.95 feet to the POINT OF BEGINNING and CONTAINING an area of 2197 square feet of land.



Gary C. Bowes
Registered Professional Land Surveyor No. 4053

11/20/2017
Date

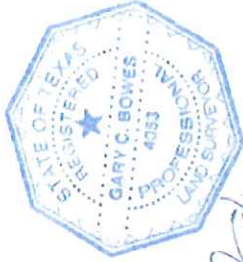


SKETCH TO ACCOMPANY LEGAL DESCRIPTION

SCALE 1" = 50'

LEGEND

Δ CALCULATED POINT



LOT 58
WHITETAIL SUBDIVISION
CAB. C, SLIDE 117 P.R.W.C.T.

S 24°14'38" E 345.43'

LOT 48A
GREENBELT & PUE

LOT 49

LOT 48

BLOCK BAYFIELD
AT MAYFIELD
PARKSIDE SECTION 8
RANCH NO. 2015085072
DOC. NO. 2015085072
O.P.W.T.C.T.

LOT 49

WILLIAMSON COUNTY
DEED WITHOUT WARRANTY
CALLED 558.28 ACRES
DOC. NO. 2006085107 O.P.R.W.C.T.

DRAINAGE EASEMENT
2197 SQ. FT.

POINT OF
BEGINNING

FOUND
1/2" IRON ROD
IN SURVEYING

LINE	BEARING	DISTANCE
L1	S 89°20'32" W	52.61'
L2	S 20°40'24" E	41.05'
L3	S 69°15'47" E	30.95'
L4	S 37°04'52" W	25.25'
L5	N 57°09'41" W	94.00'
L6	N 20°40'24" W	18.95'

CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	340.00'	61.38'	134°24'	S 62°24'23" E	81.18'

JONES CARTER
Texas Board of Professional Engineers Registration No. F-439
Texas Board of Professional Land Surveying Registration No. 100461101
2103 Main Street, Houston, Texas 77014 • 512.461.5453

2 PROJECTS 1400-PARKSIDE AT MAYFIELD 000 - CONSULTATION SURVEY 1400-0000-00 DE.DWG

008/14 1400-0000-00