

## **PUBLIC UTILITY AND ACCESS EASEMENT AGREEMENT**

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

### **GRANT OF EASEMENT:**

Williamson County ("Grantor," whether one or more), for the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, does hereby grant, sell and convey unto **JONAH WATER SPECIAL UTILITY DISTRICT**, whose address is 4050 FM 1660, Hutto, Texas 78634 ("Grantee"), an easement and right-of-way ("Easement") upon and across approximately 73.12 acres, being the property of Grantor which is more particularly described on Exhibit "A", Exhibit "B", and Exhibit "C" attached hereto or Document # 9700137, 9700137, 2016117671, located in Williamson County, Texas; and incorporated herein by reference. At the time the first water line and related facilities are installed in the designated course, the Easement herein granted shall be limited to a strip of land fifteen feet in width, the center line of which being the installed water line (the "Easement Tract").

TO HAVE AND TO HOLD the same perpetually to Grantee and its successors and assigns, together with the rights and privileges and on the terms and conditions set forth below.

Grantor does hereby covenant and agree to **WARRANT AND FOREVER DEFEND** title to the Easement herein granted, unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

### **CHARACTER OF EASEMENT:**

The easement is an easement in gross.

### **PURPOSE OF EASEMENT:**

The Easement shall be used for public utility purposes, including placement, construction, installation, replacement, repair, inspection, maintenance, relocation, removal, and operation of water distribution and transmission lines and related public utility facilities and appurtenances, or making connections thereto.

The Easement shall also be used for the purpose of providing access for the operation, repair, maintenance, inspection, replacement and expansion of the water distribution and transmission lines and related public utility facilities and appurtenances.

Additionally, Grantor hereby grants and conveys to Grantee a non-exclusive right of ingress and egress over Grantor's adjacent lands for the purpose of which this Easement is granted.

### **DURATION OF EASEMENT:**

The Easement shall be perpetual.

### **EXCLUSIVENESS OF EASEMENT:**

The Easement shall be exclusive, and Grantor covenants that Grantor will not convey any other easement or conflicting rights within the Easement Tract. Grantor may alter or otherwise use the surface of the Easement Tract for such purposes that do not interfere with the exercise by Grantee of the rights herein granted provided that the plans for all improvements to be placed in the Easement Tract by Grantor must be approved by Grantee before the improvements are constructed, with such approval not to be unreasonably withheld. Grantee has the right to trim and cut down trees and shrubbery and to remove other improvements and structures to the extent reasonably necessary to prevent interference with the operation or repairs to Grantee's facilities in the Easement Tract, and Grantee will be held harmless by Grantor from any and all claims of Grantor if Grantee exercises such right.

**DAMAGES:**

The consideration given for this Easement constitutes payment in full for all damage sustained by Grantor by reason of the installation of the improvements referred to herein.

**ENCUMBRANCES AND LIENS:**

Grantor warrants that no person or business entity owns a present possessory interest in the fee title in the Easement Tract other than Grantor, and that there are no parties in possession of any portion of the Easement Tract as lessees. Furthermore, Grantor warrants that the Easement Tract is free and clear of all encumbrances and liens except the following:

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**TEMPORARY CONSTRUCTION EASEMENT:**

In addition to the Easement granted, Grantee is hereby granted and conveyed a temporary construction easement ("Construction Easement") twenty-five (25) feet in width upon and across the property of Grantor and immediately adjacent to the Easement ("Construction Easement Area") for the construction and installation of the facilities, including but not limited to, the water lines with related facilities to be located upon the Easement Tract. The Construction Easement shall terminate and be of no further force or effect upon completion of original construction of such facilities and acceptance of the facilities by Grantee for operation and maintenance.

**WATER SERVICE:**

Grantee and Grantor hereby acknowledge and agree that, effective immediately upon execution of this easement, Grantee will be deemed to be providing and will be obligated to provide Grantor water service to Grantor's property across which the easement is located. Grantor acknowledges and agrees that Grantor's ability to receive water from Grantee is subject to payment of all fees and charges due to Grantee under its tariff for such service.

**ENTIRE AGREEMENT:**

This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representation or modification concerning this instrument shall be of no force and effect except for any subsequent modification in writing, signed by the party to be charged.

**BINDING EFFECT:**

This agreement shall bind and inure to the benefit of the respective parties hereto, their heirs, legal representatives, successors and assigns.

**ASSIGNABILITY:**

This Easement and the rights of Grantee hereunder may be assigned in whole or in part by Grantee.

In witness whereof, this instrument is executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**GRANTOR:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF TEXAS

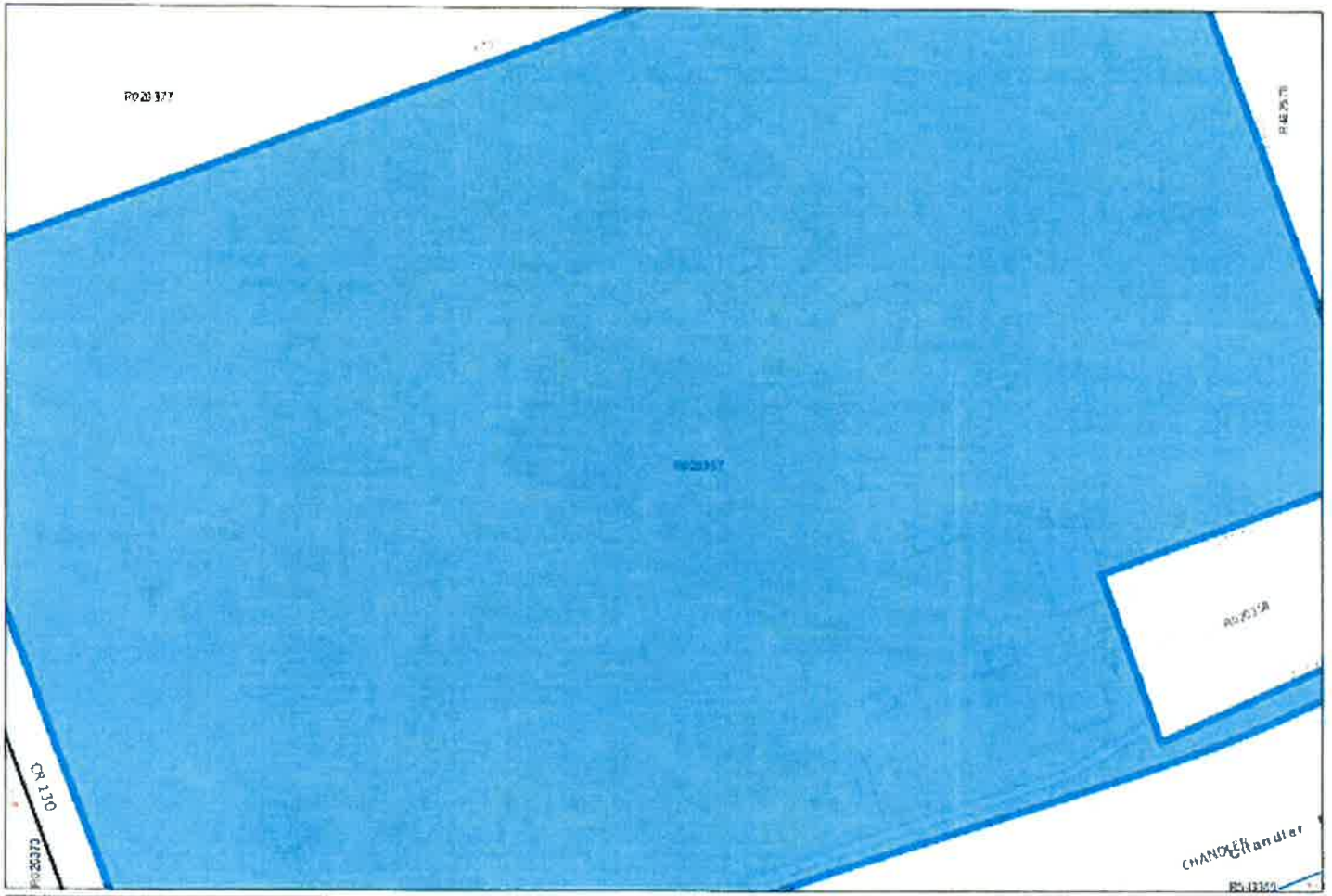
COUNTY OF WILLIAMSON

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC STATE OF TEXAS

# EXHIBIT "A"



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Web Print: 03/27/2018

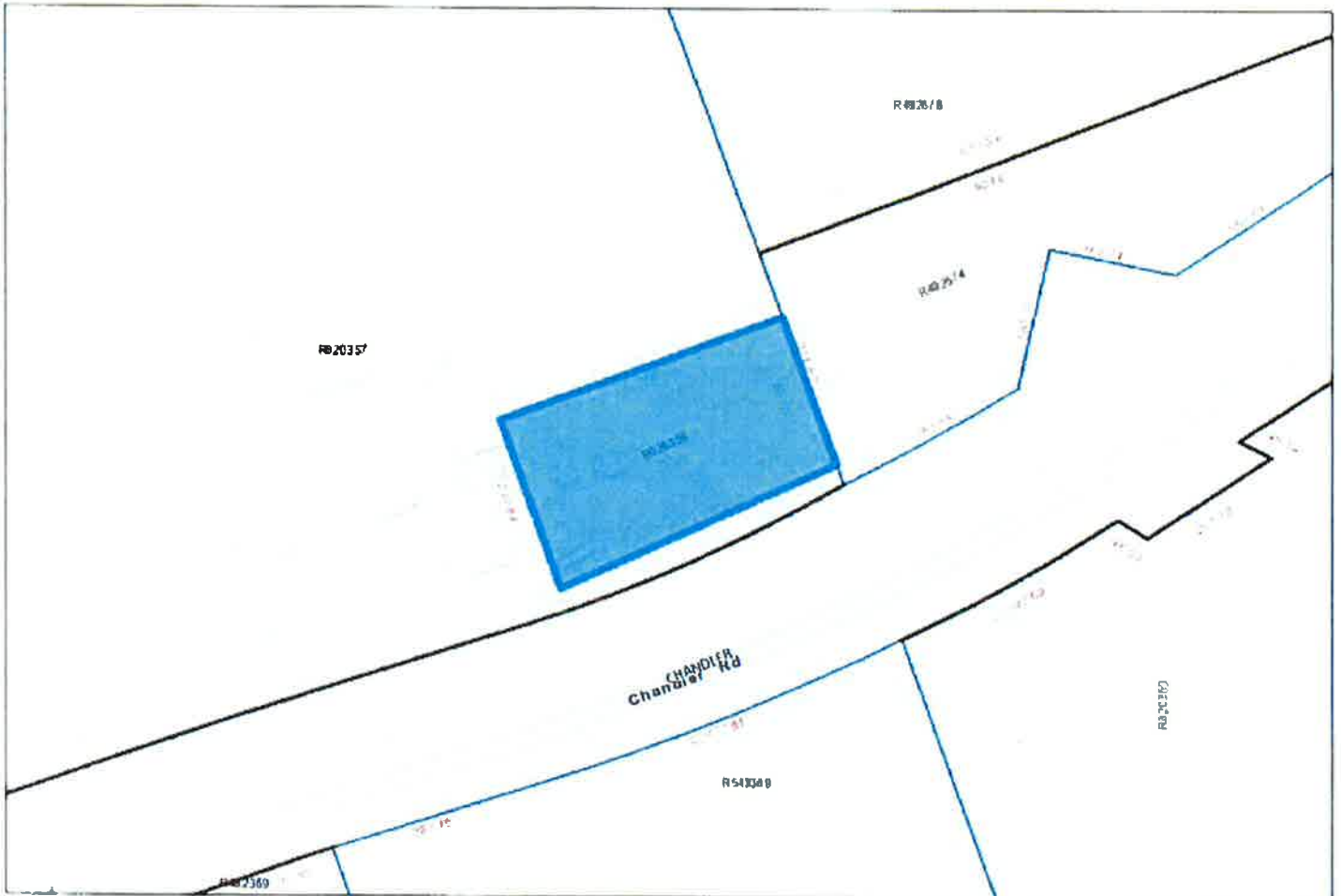


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# EXHIBIT "B"



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# EXHIBIT "C"



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