

MATERIAL CORRECTION INSTRUMENT
(Pursuant to Section 5.029, Texas Property Code)

WATER LINE EASEMENT

Notice of confidentiality rights: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your Social Security number or your driver's license number.

TO THE COUNTY CLERK;

PLEASE INDEX THIS INSTRUMENT UNDER THE NAMES OF THE PARTIES TO THE INSTRUMENT BEING CORRECTED:

GRANTOR: **Williamson County, Texas**

GRANTEE: **Lone Star Regional Water Authority**

A. **Williamson County, Texas** ("Grantor") and **Lone Star Regional Water Authority** ("Grantee") entered into that certain **Water Line Easement** on or about August 30, 2017, which was recorded on August 23, 2017, under Document No. **2017085113** in the Official Public Records of Williamson County, Texas (the "**Easement**"). This instrument is made as a correction and amendment to the Easement as originally recorded.

B. The Grantor and the Grantee have agreed to amend and restate the Easement to correctly state the provisions of the Easement as follows:

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 twenty-four (24) 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 shall instruct its construction contractor to remove only those trees situated within the Easement Area that interfere with and that are in the way of the installation of the Facilities.

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, save and except cedar trees, brush, sprouts and small saplings that may have been removed for construction purposes, 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.

C. This instrument is effective as of the effective date of the Easement.

D This instrument has been executed by each party to the Easement as of the dates of acknowledgment shown below.

GRANTOR:
Williamson County, Texas

By: _____
Dan A. Gattis

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on _____, 2018, by Dan A. Gattis, its County Judge, on behalf of Grantor, Williamson County, Texas.

Notary Public, State of Texas

(Notary Seal)

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

GRANTEE:
Lone Star Regional Water Authority

By: Tom Ray
Tom Ray
Title: General Manager

Address: P.O. Box 554
Jarrell, Texas 76537

ACKNOWLEDGMENT

STATE OF TEXAS §
COUNTY OF McLennan §

This instrument was acknowledged before me on October 4, 2018, by Tom Ray, General Manager, on behalf of Grantee, Lone Star Regional Water Authority.

Richard L. Hamala
Notary Public, State of Texas

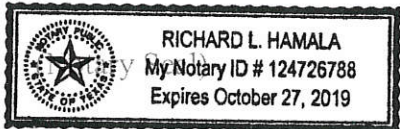
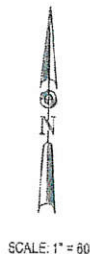


EXHIBIT A
Metes and Bounds Description of the Easement

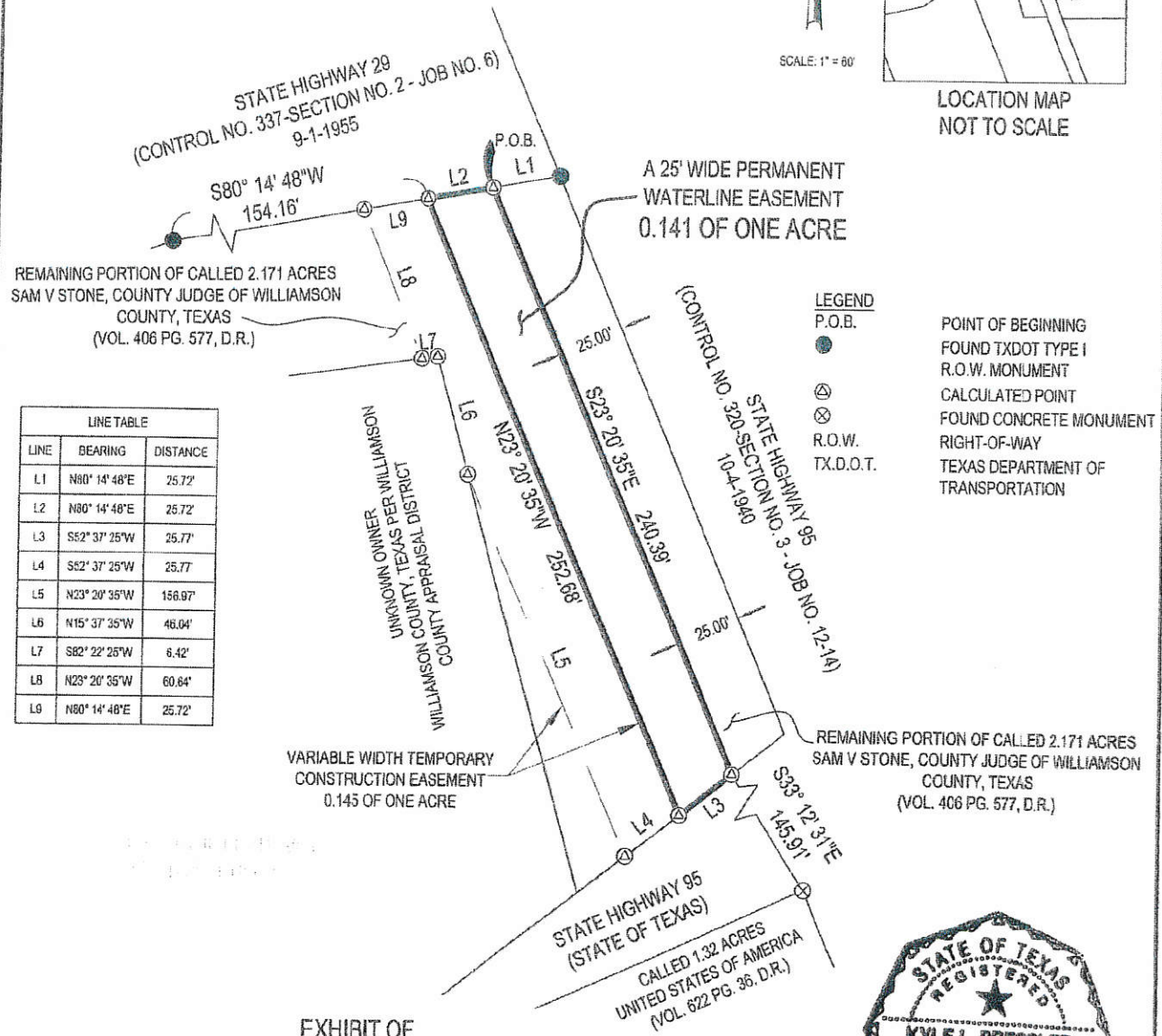
NOTES:

- 1) FIELD WORK PERFORMED IN: JUNE 2017
- 2) A METES AND BOUNDS DESCRIPTION WAS PREPARED BY A SEPARATE DOCUMENT.
- 3) BASIS OF BEARING: WAS ESTABLISHED USING THE TRIMBLE VRS NETWORK, NAD83, TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, 4203, US SURVEY FOOT, GRID.
- 4) THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT, THEREFORE ALL SETBACKS, EASEMENTS, ENCUMBRANCES AND RESTRICTIONS MAY NOT BE SHOWN HEREON. THE SURVEYOR DID NOT COMPLETE AN ABSTRACT OF TITLE.
- 5) ADJOINERS SHOWN HEREON ARE PER CURRENT WILLIAMSON COUNTY APPRAISAL DISTRICT RECORDS AND OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

EXHIBIT A



LOCATION MAP
NOT TO SCALE

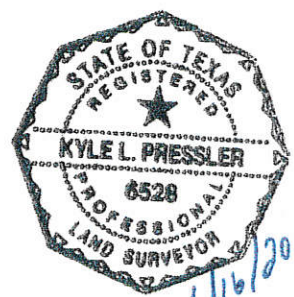


LINE TABLE		
LINE	BEARING	DISTANCE
L1	N80° 14' 48"E	25.72'
L2	N80° 14' 48"E	25.72'
L3	S52° 37' 25"W	25.77'
L4	S52° 37' 25"W	25.77'
L5	N23° 20' 35"W	156.97'
L6	N15° 37' 35"W	46.04'
L7	S82° 22' 25"W	6.42'
L8	N23° 20' 35"W	60.84'
L9	N80° 14' 48"E	25.72'

- LEGEND**
- P.O.B. ●
 - FOUND TXDOT TYPE I R.O.W. MONUMENT ⊙
 - CALCULATED POINT ⊗
 - FOUND CONCRETE MONUMENT ⊕
 - R.O.W. ⊖
 - TX.D.O.T. ⊗

- POINT OF BEGINNING
- FOUND TXDOT TYPE I R.O.W. MONUMENT
- CALCULATED POINT
- FOUND CONCRETE MONUMENT
- RIGHT-OF-WAY
- TEXAS DEPARTMENT OF TRANSPORTATION

EXHIBIT OF
 A 25' WIDE PERMANENT WATERLINE EASEMENT, BEING 0.141 OF ONE ACRE, LOCATED IN THE ABSALOM JETT SURVEY, ABSTRACT NO. 343, WILLIAMSON COUNTY, TEXAS AND BEING OVER AND ACROSS THE REMAINING PORTION OF A CALLED 2.171 ACRE TRACT OF LAND AS CONVEYED TO SAM V. STONE, COUNTY JUDGE OF WILLIAMSON COUNTY, TEXAS OF RECORD IN VOLUME 406 PAGE 577 OF THE DEED PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.



Kyle L. Pressler
 KYLE L. PRESSLER DATE: JUNE 16, 2017
 REGISTERED PROFESSIONAL LAND SURVEYOR
 TEXAS REGISTRATION NO. 6528
 JOB NO. 16-4019 WILLIAMSON COUNTY EASEMENT
 ANY COMPLAINTS REGARDING THE SERVICES YOU HAVE RECEIVED CAN BE DIRECTED TO: THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYING
 12100 PARK 35 CIRCLE BLDG. A, SUITE 156 MC-230 AUSTIN, TX 78753
 PHONE: 512-239-5263; FAX: 512-239-5253

MATKINHOOPER
 ENGINEERING & SURVEYING
 P.O. BOX 54
 8 SPENCER ROAD SUITE 100
 BIRNIE, TEXAS 75007
 OFFICE: 512-239-0400 FAX: 512-239-0400
 TEXAS REGISTERED ENGINEERING FIRM # 024512
 TEXAS REGISTERED SURVEYING FIRM # 40020000
 CIVIL ENGINEERS SURVEYORS LAND PLANNERS
 CONSTRUCTION MANAGERS CONSULTANTS

MATKIN HOOVER

ENGINEERING & SURVEYING

8 SPENCER ROAD, SUITE 100, BOERNE, TEXAS 78006
PHONE: 830-249-0600 FAX: 830-249-0099
TEXAS REGISTERED SURVEYING FIRM F-10024000

FIELD NOTES FOR A 25' WIDE PERMANENT WATERLINE EASEMENT (BEING 0.141 OF ONE ACRE)

A **25' WIDE PERMANENT WATERLINE EASEMENT**, BEING **0.141 OF ONE ACRE**, LOCATED IN THE ABSALOM JETT SURVEY, ABSTRACT NO. 343, WILLIAMSON COUNTY, TEXAS AND BEING OVER AND ACROSS THE REMAINING PORTION OF A CALLED 2.171 ACRE TRACT OF LAND AS CONVEYED TO SAM V. STONE, COUNTY JUDGE OF WILLIAMSON COUNTY, TEXAS OF RECORD IN VOLUME 406 PAGE 577 OF THE DEED PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID **25' WIDE PERMANENT WATERLINE EASEMENT** BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a calculated point in the southerly right-of-way line of State Highway 29, Control No. 337-Section No. 2-Job No. 6, dated 9-1-1955, and for the northeast corner of the easement described herein, from which a found Texas Department of Transportation Type I right-of-way monument for the southeast corner of State Highway 29, in the easterly line of said 2.171 acre tract and the westerly line of State Highway 95, Control No. 320-Section No. 3-Job No. 12-14, dated 10-4-1940, bears, N 80° 14' 48" E, a distance of 25.72 feet;

THENCE: S 23° 20' 35" E, departing the southerly right-of-way line of State Highway 29, 25.00 feet southwest of and parallel to the common line between State Highway 95 and the 2.171 acre tract and over and across said 2.171 acre tract, a distance of **240.39 feet** to a calculated point in a northwesterly right-of-way line of State Highway 95, the southerly line of said 2.171 acre tract and for the southeast corner of the easement described herein, from which a found concrete monument for an interior corner in the westerly right-of-way line of State Highway 95 and for the northeast corner of a called 1.32 acre tract of land as conveyed to the United States of America of record in Volume 622 Page 36 of the Deed Records of Williamson County, Texas bears, S 33° 12' 31" E, a distance of 145.91 feet;

THENCE: S 52° 37' 25" W, along and with the westerly right-of-way line of State Highway 95 and the southerly line of said 2.171 acre tract, a distance of **25.77 feet** to a calculated point for the southwest corner of the easement described herein;

THENCE: N 23° 20' 35" W, departing the westerly right-of-way line of State Highway 95, 50.00 feet southwest of and parallel to the common line between State Highway 95 and the 2.171 acre tract and over and across said 2.171 acre tract, a distance of **252.68 feet** to a calculated point in the southerly right-of-way line of State Highway 29 and for the northwest corner of the easement described herein, from which a found Texas Department of Transportation Type I right-of-way

monument for an angle in the southerly right-of-way line of State Highway 29 bears, S 80° 14' 48" W, a distance of 154.16 feet;

THENCE: N 80° 14' 48" E, along and with the southerly right-of-way line of State Highway 29, a distance of 25.72 feet to the **POINT OF BEGINNING** and containing **0.141 of one acre** of land, more or less, situated in Williamson County, Texas.

Note: There is also a variable width Temporary Construction Easement, being southwesterly of, adjacent to and parallel with the southwest easement line of the above description and as shown on the accompanying survey plat.

The basis of bearing was established using the Trimble VRS Network, NAD (83), Texas State Plane Coordinate System, Central Zone, 4203, US Survey Foot, Grid. A survey plat was prepared by a separate document.



Job # 16-4019 0.141 Acres – Williamson County
Date: June 16, 2017