

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.

**EROSION CONTROL FACILITY EASEMENT**

STATE OF TEXAS

§

COUNTY OF WILLIAMSON

§

§

DATE: \_\_\_\_\_, 2019

**GRANTOR:** Brushy Creek Municipal Utility District, a Texas conservation and reclamation district

**GRANTOR'S MAILING ADDRESS:** 16318 Great Oaks Drive  
Round Rock, Texas 78681

**GRANTEE:** Williamson County, a political subdivision of the State of Texas

**GRANTEE'S MAILING ADDRESS:** Williamson County  
c/o Sheets & Crossfield, P.C.  
309 E. Main St.  
Round Rock, Texas 78664

**CONSIDERATION:** Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged. The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the utilization by the Grantee of any rights granted herein.

**GRANT:** Grantor, for the Consideration paid by Grantor to Grantee, does hereby GRANT, SELL and CONVEY unto Grantee for the benefit of Grantee, a non-exclusive, perpetual easement and right-of-way (the "Easement") on, under, over and across the Easement Area (defined below) for the construction, reconstruction, replacement, alteration, removal, operation, use and maintenance of one or more rock rubble dissipation facilities (including "rip rap") and other erosion control improvements, facilities and appurtenances thereto (collectively, the "Erosion Control Improvements").

**DESIGNATION OF EASEMENT AREA:** The "Easement Area" shall include all of the following tract of land:

Being that certain 0.134-acre tract, piece or parcel of land lying and being situated in the County of Williamson, State of Texas, being more particularly described by metes and

bounds, and by sketch, in **Exhibit "A"** attached hereto and made a part hereof for all purposes (herein sometimes referred to as the "**Easement Area**").

**RESERVED RIGHTS:** Grantor reserves the right to occupy, use, and improve the Easement Area for all purposes not inconsistent with, nor interfering with, the rights granted to Grantee herein or the proper operation of the Erosion Control Improvements. No such occupancy, use or improvements may damage or adversely impact the Erosion Control Improvements or Grantee's rights hereunder, including Grantee's rights to access, construct, operate or maintain the Erosion Control Improvements in the Easement Area.

Grantor expressly reserves all water, oil, gas, and other minerals owned by Grantor, in, on, and under the Easement Area, provided that Grantor shall not be permitted to drill or excavate for water, oil, gas and minerals on the surface of the Easement Area, but Grantor may extract water, oil, gas, or other minerals from and under the Easement Area by directional drilling or other means which do not interfere with or disturb Grantee's use of the Easement Area and that do not damage the Erosion Control Improvements or interfere with their operation.

**OBLIGATIONS OF GRANTOR:** No building of any kind, wall, fence, curb or barrier of any kind shall be constructed or maintained on the Easement Area by Grantor that prevents or impairs the use or exercise of the easement rights granted to Grantee hereby, that damages the Erosion Control Improvements or impairs their proper operation.

**OTHER RIGHTS GRANTED TO GRANTEE:** Grantee shall have such other right and benefits necessary and/or convenient for the full enjoyment and use of the rights herein granted, including without limitation, (1) the reasonable right of ingress and egress over and across the Easement Area and over the adjacent lands owned by Grantor, but only to the extent that ingress or egress is not available or adequate from a public right-of-way; (2) the reasonable right from time to time to remove any and all obstructions that may injure the Erosion Control Improvements or materially interfere with the exercise of Grantee's authorized rights; and (3) the reasonable right from time to time to alter the surface of the lands within the Easement Area to construct the Erosion Control Improvements or to improve, direct or detain the flow of water.

**OBLIGATIONS OF GRANTEE:** Grantee agrees that upon completion of any maintenance, operation, inspection, replacement, removal, repair or reconstruction of the Erosion Control Improvements by Grantee, all surplus excavation, debris, trash, or litter resulting from such activity shall promptly be cleaned up and disposed of off Grantor's property and the Easement Area. Grantee at all times after completing any work in connection with the construction, maintenance, repair, removal, operation, inspection, replacement or reconstruction of the Erosion Control Improvements will restore the surface of the Easement Area, as nearly as reasonably practicable, to the condition in which it was found immediately before such work was undertaken. Further, Grantee shall have no obligation to repair, replace or restore any improvements that interfere with the rights granted to Grantee herein or the proper operation or maintenance of the Erosion Control Improvements.

Grantee shall conduct all of its activities on the Easement Area in full compliance with all applicable federal, state, and local laws, regulations and ordinances.

**Upon installation of the Erosion Control Improvements, Grantee shall be responsible for ownership, operation, maintenance and repair of all such improvements. Grantee shall continuously maintain the Erosion Control Improvements in a good, functioning and safe condition, in compliance**

with all applicable laws, and in accordance with the requirements of any governmental entity with relevant jurisdiction. Grantee agrees that in the event it does not maintain the Erosion Control Improvements in accordance with its obligations hereunder, Grantor at its option may perform such maintenance, and Grantee agrees, to the maximum extent authorized by law, to indemnify Grantor for all costs and expenses incurred by Grantor to perform such maintenance obligations undertaken by Grantor.

During construction and until final completion of the Erosion Control Improvements, Grantee shall cause its contractor to secure and continuously maintain of the types and amounts set forth in Exhibit "B" attached hereto. Grantor shall be named as an additional insured on all such insurance coverages. Prior to commencement of construction activities, Grantee shall furnish Grantor with satisfactory proof that the contractor has secured adequate insurance coverage naming Grantor as an additional insured.

**REPRESENTATIONS OF GRANTOR:** Grantor represents, covenants and warrants that it has full power and authority to enter into this instrument and to convey this Easement to Grantee subject to all matters of record and all matters which are visible or apparent on the ground.

**EXCLUSIVITY:** Grantee's easement rights within the Easement Area shall be non-exclusive.

**HABENDUM:** To HAVE AND HOLD the Easement and all and singular the rights and appurtenances thereunto belonging unto Grantee, its successors and assigns.

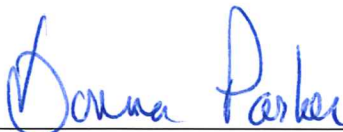
**WARRANTY:** Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND, all and singular, the Easement unto Grantee, its successors and assigns, against every person whomsoever claiming, or to claim, the same or any part thereof, by through or under Grantor, but not otherwise.

**SUCCESSORS AND ASSIGNS:** The rights granted hereby and the rights, agreements and burdens pertaining thereto shall constitute a covenant running with the land and inure to the benefit of and shall be binding upon the Grantor, any other owner in the future on any part of the Easement Area, and the Grantee, and all of their respective successors, heirs, legal representatives, executors, administrators and assigns. Grantee's rights hereunder may be assigned in whole or in part to one or more assignees.

In witness whereof, this instrument is executed this 14th day of November, 2019.

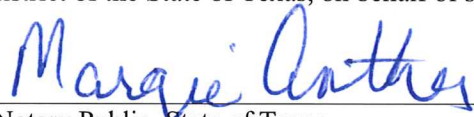
**GRANTOR:**

**BRUSHY CREEK MUNICIPAL UTILITY  
DISTRICT**, a Texas conservation and reclamation  
district

By:   
Name: Donna Parker  
Title: Vice President

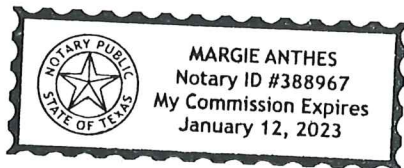
STATE OF TEXAS                   §  
  §  
COUNTY OF WILLIAMSON       §

This instrument was acknowledged before me on the 14th day of November, 2019, by Donna Parker, Vice President, Board of Directors of Brushy Creek Municipal Utility District, a conservation and reclamation district of the State of Texas, on behalf of said district.

  
Notary Public, State of Texas

Printed Name: Margie Anthes  
My Commission expires: 1-12-23

(SEAL)



ACCEPTED BY:

**GRANTEE:**

WILLIAMSON COUNTY

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

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

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

STATE OF TEXAS

§

§

COUNTY OF WILLIAMSON

§

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2019, by \_\_\_\_\_, \_\_\_\_\_ of Williamson County, on behalf of said county.

\_\_\_\_\_  
Notary Public, State of Texas

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

My Commission expires: \_\_\_\_\_

(SEAL)

**After recording return to:**

Sheets & Crossfield, P.C.  
309 E. Main St.  
Round Rock, Texas 78664

**Exhibit "A"**

**Description of Easement Area**

## METES AND BOUNDS DESCRIPTION

FOR A 0.134 ACRE (5,816 SQUARE FEET) TRACT OF LAND IN THE JOHN H. DILLARD SURVEY, ABSTRACT NO. 179, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF THE CALLED 2.957 ACRE TRACT OF LAND, CONVEYED TO BRUSHY CREEK MUNICIPAL UTILITY DISTRICT, RECORDED IN DOCUMENT NO. 2018064115 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 0.134 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a hilti nail found in concrete (Grid Coordinates: N=10162936.51, E=3114633.53) monumenting the southwest corner of the called 12.114 acre tract of land (Tract 3) conveyed to Fern Bluff Municipal Utility District, recorded in Document No. 2004079127 of the Official Public Records of Williamson County, Texas, same being on the north right-of-way line of Hairy Man Road, from which a 1/2" iron rod found monumenting the northwest corner of the called 15.375 acre tract of land (Tract 2) conveyed to Fern Bluff Municipal Utility District, recorded in said Document No. 2004079127, same being on the intersection of the south right-of-way of said Hairy Man Road and the east right-of-way line of Great Oaks Drive, bears S 20°13'38" E for a distance of 40.25 feet;

THENCE, N 18°57'25" W with the west boundary line of said 12.114 acre Fern Bluff Municipal Utility District tract and said north right-of-way line of Hairy Man Road for a distance of 9.75 feet to a PK nail set on the southeast corner of said 2.957 acre Brushy Creek Municipal Utility District tract, same being on the southeast corner of the Proposed Right-of-way Parcel N41 - Part 2,

THENCE, with the south boundary line of said 2.957 acre Brushy Creek Municipal Utility District tract, said north right-of-way of Hairy Man Road, and the south boundary line of said proposed Right-of-way Parcel N41 – Part 2 the following three (3) courses and distances:

1. S 70°23'50" W for a distance of 200.87 feet to a calculated point;
2. S 59°05'30" W for a distance of 128.40 feet to a calculated point, from which an iron pipe found monumenting the northwest corner of Lot 52, Block 10 and the northeast corner of Lot 51, Block 10, Brushy Creek Subdivision, Section One, a subdivision recorded in Cabinet C, Slides 310-315 of the Plat Records of Williamson County, Texas, bears S 04°26'51" E for a distance of 142.21 feet;
3. S 58°00'00" W for a distance of 268.21 feet to a 1/2" iron rod set with cap marked "Diamond Surveying" for the southwest corner of said Proposed Right-of-way Parcel N41 – Part 2;

THENCE, departing said north right-of-way line of Hairy Man Road, N 32°00'00" W through the interior of said 2.957 acre Brushy Creek Municipal Utility District tract, with the westerly boundary line of said Proposed Right-of-way Parcel N41 – Part 2 for a distance of 10.12 feet to a 1/2" iron rod set with cap marked "Diamond Surveying" on the most westerly northwest corner of said Proposed Right-of-way Parcel N41 – Part 2;

THENCE, N 58°00'00" E continuing through the interior of said 2.957 acre Brushy Creek Municipal Utility District tract with the northerly boundary line of said Proposed Right-of-way Parcel N41 – Part 2 for a distance of 110.49 feet to a calculated point (Grid Coordinates: N=10162737.40, E=3114191.90) for the southwest corner and **POINT OF BEGINNING** hereof;

THENCE, continuing through the interior of said 2.957 acre Brushy Creek Municipal Utility District tract, the following thirteen (13) courses and distances:

1. **N 61°07'42" W** for a distance of **39.19 feet** to a calculated point;
2. **N 35°07'14" W** for a distance of **21.70 feet** to a calculated point for the northwest corner hereof;
3. **N 58°17'57" E** for a distance of **52.67 feet** to a calculated point;
4. **N 56°33'17" E** for a distance of **69.71 feet** to a calculated point;
5. **N 61°36'02" E** for a distance of **83.34 feet** to a calculated point;
6. **N 60°53'30" E** for a distance of **64.44 feet** to a calculated point;
7. **N 55°54'17" E** for a distance of **35.07 feet** to a calculated point;
8. **N 57°48'57" E** for a distance of **60.68 feet** to a calculated point;
9. **N 64°31'08" E** for a distance of **29.09 feet** to a calculated point;
10. **N 28°44'42" E** for a distance of **6.54 feet** to a calculated point;
11. **N 54°06'12" E** for a distance of **13.61 feet** to a calculated point;
12. **S 35°10'23" E** for a distance of **12.28 feet** to a calculated point;
13. **N 56°43'00" E** for a distance of **23.80 feet** to a calculated point on a point in said northerly boundary line of said the Proposed Right-of-way Parcel N41 – Part 2, for the northeast corner hereof, from which a cotton gin spindle set on a point in the northerly boundary line of said 2.957 acre Brushy Creek Municipal Utility District tract, same being on an angle point in said northerly boundary line of Proposed Right-of-way Parcel N41 – Part 2, bears N 20°12'17" W for a distance of 55.43 feet ;




THENCE, continuing through the interior of said 2.957 acre Brushy Creek Municipal Utility District tract with said northerly boundary line of the Proposed Right-of-way Parcel N41 – Part 2, the following five (5) courses and distances:

1. **S 20°12'17" E** for a distance of **6.65 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying", for the southeast corner hereof;
2. **S 69°42'19" W** for a distance of **67.68 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying";
3. **S 58°01'45" W** for a distance of **292.90 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying";
4. **S 20°08'01" E** for a distance of **47.85 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying";
5. **S 58°00'00" W** for a distance of **47.66 feet** to the **POINT OF BEGINNING** hereof and containing 0.134 acre of land more or less.

Bearing Basis: NAD-83, Texas Central Zone (4203) State Plane System. Distances shown hereon are surface distances based on a combined surface adjustment factor of 1.00011

A drawing has been prepared to accompany this metes and bounds description.

 **DIAMOND SURVEYING, INC.**  
116 SKYLINE ROAD, GEORGETOWN, TX 78628  
(512) 931-3100  
T.B.P.L.S. FIRM NO. 10006900



NOVEMBER 13, 2019

SHANE SHAFER, R.P.L.S. NO. 5281

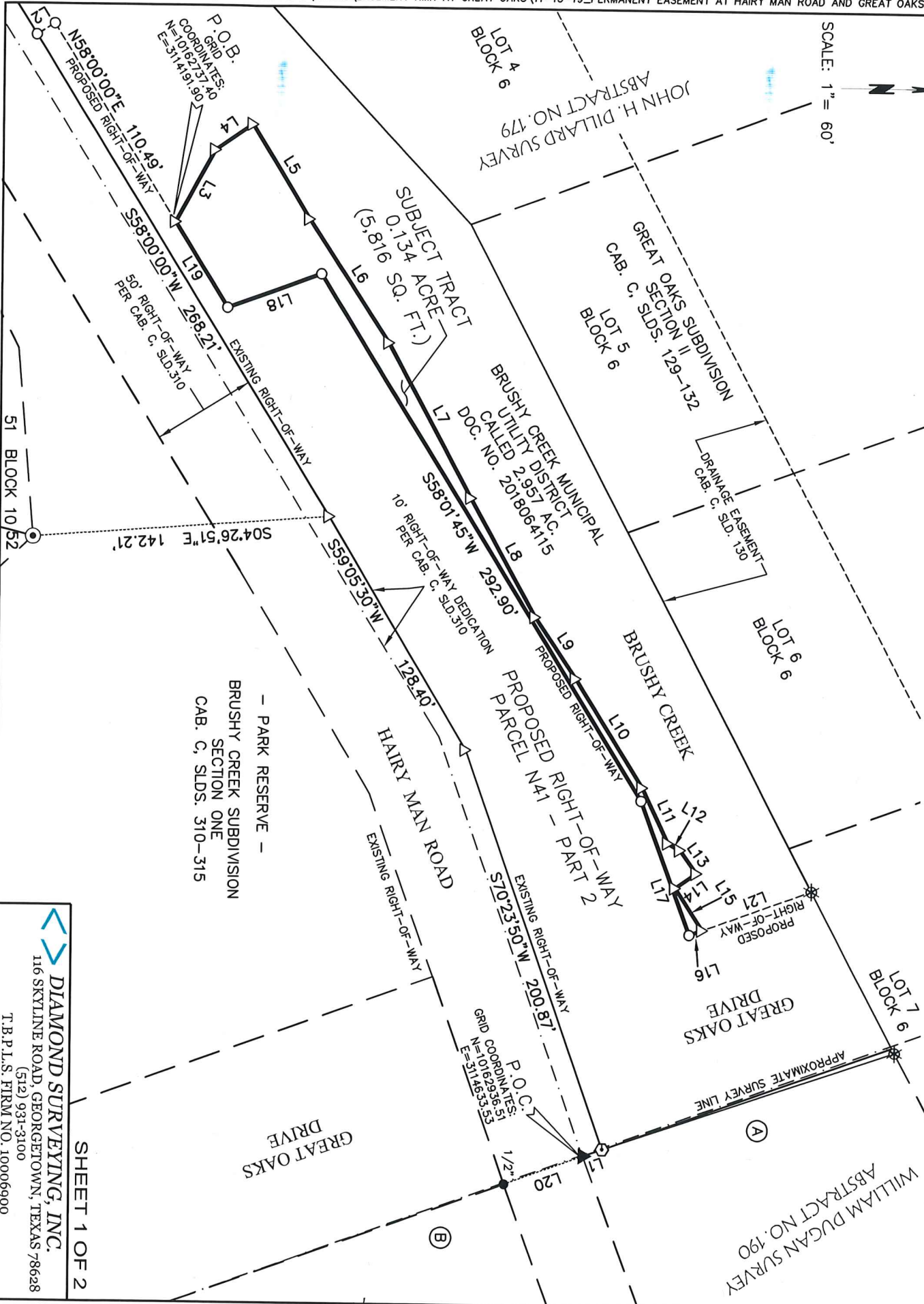
DATE



Z:\WILLIAMSON COUNTY PSA PROJECTS\HAIRY MAN ROAD\ATKINS\EASEMENT HMR AT GREAT OAKS\11-13-19  
PERMANENT EASEMENT AT HAIRY MAN ROAD AND GREAT OAKS DRIVE.doc

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 0.134 ACRE (5,816 SQUARE FEET) TRACT OF LAND IN THE JOHN H. DILLARD SURVEY, ABSTRACT NO. 179, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF THE CALLED 2,957 ACRE TRACT OF LAND, CONVEYED TO BRUSHY CREEK MUNICIPAL UTILITY DISTRICT, RECORDED IN DOCUMENT NO. 2018064115 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

SCALE: 1" = 60'



**DIAMOND SURVEYING, INC.**  
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628  
(512) 931-3100  
T.B.P.L.S. FIRM NO. 10006900

SHEET 1 OF 2

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 0.134 ACRE (5,816 SQUARE FEET) TRACT OF LAND IN THE JOHN H. DILLARD SURVEY, ABSTRACT NO. 179, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF THE CALLED 2.957 ACRE TRACT OF LAND, CONVEYED TO BRUSHY CREEK MUNICIPAL UTILITY DISTRICT, RECORDED IN DOCUMENT NO. 2018064115 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

DEED INFORMATION - SEE SHEET 1 OF 2
(A) FERN BLUFF MUNICIPAL UTILITY DISTRICT TRACT 3 - CALLED 12.114 AC. DOC. NO. 2004079127
(B) FERN BLUFF MUNICIPAL UTILITY DISTRICT TRACT 2 - CALLED 15.375 AC DOC. 2004079127

#### GENERAL NOTES:

- 1) ALL DOCUMENTS LISTED HEREON ARE RECORDED IN THE OFFICE OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.
- 2) BEARING BASIS: NAD-83, TEXAS CENTRAL (4203) STATE PLANE SYSTEM. DISTANCES SHOWN HEREON ARE SURFACE DISTANCES BASED ON A COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00011.
- 3) ONLY THOSE EASEMENTS AND RESTRICTIONS LISTED IN SCHEDULE B OF TITLE RESOURCES GUARANTY COMPANY, COMMITMENT FOR TITLE INSURANCE GF NO. 1832028-KFD, WHICH BEARS AN EFFECTIVE DATE OF AUGUST 14, 2018 AND AN ISSUED DATE OF AUGUST 22, 2018 WERE REVIEWED BY THE SURVEYOR. NO OTHER EASEMENT RECORD RESEARCH WAS PERFORMED BY DIAMOND SURVEYING, INC. (NO SURVEY MATTERS LISTED).

To: Williamson County, Texas, exclusively.

SHANE SHAFER, R.P.L.S. NO. 5281

NOVEMBER 13, 2019  
DATE



#### LEGEND

- IRON ROD FOUND
- ▲ HILT NAIL FOUND IN CONCRETE
- ⊙ IRON PIPE FOUND
- 1/2" IRON ROD W/CAP SET MARKED "DIAMOND SURVEYING"
- ✱ COTTON GIN SPINDLE SET
- ⊕ PK NAIL SET
- △ CALCULATED POINT
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING

#### LINE TABLE

LINE	BEARING	DISTANCE
L1	N18°57'25"W	9.75'
L2	N32°00'00"W	10.12'
L3	N61°07'42"W	39.19'
L4	N35°07'14"W	21.70'
L5	N58°17'57"E	52.67'
L6	N56°33'17"E	69.71'
L7	N61°36'02"E	83.34'
L8	N60°53'30"E	64.44'
L9	N55°54'17"E	35.07'
L10	N57°48'57"E	60.68'
L11	N64°31'08"E	29.09'
L12	N28°44'42"E	6.54'
L13	N54°06'12"E	13.61'
L14	S35°10'23"E	12.28'
L15	N56°43'00"E	23.80'
L16	S20°12'17"E	6.65'
L17	S69°42'19"W	67.68'
L18	S20°08'01"E	47.85'
L19	S58°00'00"W	47.66'
L20	S20°13'38"E	40.25'
L21	N20°12'17"W	55.43'

SHEET 2 OF 2

DIAMOND SURVEYING, INC.  
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628  
(512) 931-3100  
T.B.P.L.S. FIRM NO. 10006900



## **Exhibit "B"**

### **Required Insurance**

The Contractor and each subcontractor, at their own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly approved to do business in the State of Texas. Certificates of each policy shall be delivered to the Grantor before any work is started, along with a written statement from the issuing company stating that said policy shall not be canceled, non-renewed or materially changed without 30 days advance written notice being given to the Grantor. Prior to the effective date of cancellation, Contractor must deliver to the Grantor a replacement certificate of insurance or proof of reinstatement.

Coverage shall be of the following types and not less than the specified amounts:

(a) workers' compensation as required by Texas law, with the policy endorsed to provide a waiver of subrogation as to the Grantor; employer's liability insurance of not less than \$500,000 for each accident, \$500,000 disease--each employee, \$500,000 disease-policy limit.

(b) commercial general liability insurance, including independent contractor's liability, completed operations and contractual liability covering, but not limited to, the liability assumed under the indemnification provisions of the Contract Documents, fully insuring Contractor's (or subcontractor's) liability for injury to or death of Grantor's employees and third parties, extended to include personal injury liability coverage with damage to property of third parties, with minimum limits as set forth below:

General Aggregate \$1,000,000  
Operations Aggregate \$1,000,000  
Personal and Advertising Injury \$600,000  
Each Occurrence \$600,000  
Fire Damage (any one fire) \$50,000  
Medical Expense (any one person) \$5,000

The policy shall include coverage extended to apply to completed operations, asbestos hazards (if this project involves work with asbestos) and XCU (explosion, collapse and underground) hazards. The completed operations coverage must be maintained for a minimum of one year after Final Completion and acceptance of the Work, with evidence of same filed with Grantor.

(c) comprehensive automobile and truck liability insurance, covering owned, hired and non-owned vehicles, with a combined bodily injury and property damage minimum limit of \$600,000 per occurrence; or separate limits of \$250,000 for bodily injury (per person), \$500,000 bodily injury (per accident) and \$100,000 for property damage. Such insurance shall include coverage for loading and unloading hazards.

"Umbrella" Liability Insurance: The Contractor shall obtain, pay for and maintain umbrella liability insurance during the contract term, insuring Contractor for an amount of not less than \$1,000,000 per occurrence combined limit for bodily injury and property damage that follows form and applies in excess of the primary liability coverages required herein above.

The policy shall provide "drop down" coverage where underlying primary insurance coverage limits are insufficient or exhausted. Grantor shall be named as additional insured.

#### Policy Endorsements and Special Conditions

(a) Each insurance policy to be furnished by Contractor shall include the following conditions by endorsement to the policy:

- (1) name the Grantor as an additional insured as to all applicable coverage;
- (2) each policy shall require that 30 days prior to the cancellation, non-renewal or any material change in coverage, a notice thereof shall be given to Grantor by certified mail; and
- (3) the policy phrase "other insurance" shall not apply to the Grantor where the Grantor is an additional insured on the policy.

(b) Insurance furnished by the Contractor shall also be in accordance with the following requirements:

- (1) any policy submitted shall not be subject to limitations, conditions or restrictions deemed inconsistent with the intent of the insurance requirements to be fulfilled by Contractor;
- (2) all policies are to be written through companies duly licensed to transact that class of insurance in the State of Texas; and
- (3) all liability policies required herein shall be written with an "occurrence" basis coverage trigger.

(c) Contractor's insurance must all meet the following additional requirements:

- (1) Contractor must waive subrogation rights for loss or damage to the extent same are covered by insurance. Insurers shall have no right of recovery or subrogation against the Grantor, it being the intention that the insurance policies shall be primary coverage for all losses covered by the policies; and
- (2) companies issuing the insurance policies and Contractor shall have no recourse against the Grantor for payment of any premiums or assessments for any deductibles, as all such premiums and deductibles are the sole responsibility and risk of the Contractor;