

Easement Purchase Agreement
Sam Bass 42 Inch Water Main

This contract to buy and sell real property interests is between Seller and Buyer as identified below and is effective on the date ("Effective Date") of the last of the signatures by Seller and Buyer as parties to this contract.

Seller: Williamson County, Texas

Address: 710 Main Street, Suite 101, Georgetown, Texas 78626, Williamson County

Buyer: City of Round Rock, a Texas home rule city

Address: 221 E. Main St., Round Rock, TX 78664, Williamson County

Easement Property: that certain tract of land in Williamson County, Texas, more particularly described by metes and bounds and sketch in Exhibit "A", attached hereto and incorporated herein for all purposes (the "Easement Property");

Title Company: Texas National Title

Escrow Agent: Stacie Barnes

Address: 305 Denali Pass Drive,
Suite A

Phone: (512) 337-0300

Cedar Park, Texas 78613
Fax:(512) 853-5810

E-mail: TeamBarnes@TexasNationalTitle.com

Purchase Price:

\$18,653

County for Performance: Williamson County, Texas

A. Closing Documents

A.1. At Closing, Seller will deliver the following items:

Waterline Easement in the same form and substance as the attached Exhibit "B".

A.2. At Closing, Buyer will deliver the following items:

Balance of Purchase Price

The documents listed in this section A are collectively known as the "Closing Documents."

B. Exhibits

The following are attached to and are made a part of this contract:

Exhibit A –Easement Property Description

Exhibit B – Waterline Easement

C. Purchase and Sale of Property Interests

Purchase and Sale Agreement. Seller agrees to sell and convey the Property Interests to Buyer, and Buyer agrees to buy and pay Seller for the Property Interests. The promises by Buyer and Seller stated in this contract are the consideration for the formation of this contract.

D. Closing

D.1. Closing. This transaction will close ("Closing") at Title Company's offices at the Closing Date and Closing Time. At Closing, the following will occur:

D.1.a. Closing Documents; Title Company Documents. The parties will execute and deliver the Closing Documents and any documents required by Title Company.

D.1.b. Payment of Purchase Price. Buyer will deliver the Purchase Price and other amounts that Buyer is obligated to pay under this contract to Title Company in funds acceptable to Title Company.

D.1.c. Disbursement of Funds; Recording; Copies. Title Company will be instructed to disburse the Purchase Price and other funds in accordance with this contract, record the easement and the other Closing Documents as directed, and distribute documents and copies in accordance with the parties' written instructions.

D.1.d. Possession. Seller will deliver possession of the Property Interests to Buyer, subject to the Permitted Title Exceptions existing at Closing.

D.2. Transaction Costs

D.2.a. Buyer's Costs. Buyer will pay the basic charge for the Title Policy; the escrow fee charged by Title Company; the costs to prepare the easement; the costs to obtain, deliver, and record releases of any liens required to be released in connection with the sale; the costs to record documents to cure Title Objections required to be cured by Buyer and to resolve matters shown in Schedule C of the Title Commitment; the costs to obtain the

certificates or reports of ad valorem taxes; the costs to deliver copies of the instruments described in paragraph A; any other costs expressly required to be paid by Buyer in this contract, including Buyer's attorney's fees and expenses.

D.2.b. Seller's Costs. Seller will pay any costs expressly required to be paid by Seller in this contract, including Seller's attorney's fees and expenses.

D.3. Brokers' Commissions. No Broker's commissions or fees will be paid as a part of this transaction and Closing.

D.4. Issuance of Title Policy. Buyer will cause Title Company to issue the Title Policy to Buyer as soon as practicable after Closing.

E. Default and Remedies

E.1. Specific Performance. Buyer may demand specific performance of this contract.

E.2. Actual Damages. If Seller conveys or encumbers any portion of the Property before Closing so that Buyer's ability to enforce specific performance of Seller's obligations under this contract is precluded or impaired, Buyer will be entitled to seek recovery from Seller for the actual damages sustained by Buyer by reason of Seller's Default, including attorney's fees and expenses and court costs.

E.3. Seller's Default; Remedies after Closing. If Seller's representations are not true and correct at Closing due to circumstances reasonably within Seller's control and Buyer does not become aware of the untruth or incorrectness of such representations until after Closing, Buyer will have all the rights and remedies available at law or in equity. If Seller fails to perform any of its obligations under this contract that survive Closing, Buyer will have all rights and remedies available at law or in equity unless otherwise provided by the Closing Documents.

E.4. Buyer's Default; Remedies. If Buyer fails to perform any of its obligations under this contract ("Buyer's Default"), Seller may terminate this contract by giving notice to Buyer on or before Closing. The foregoing constitutes Seller's sole and exclusive remedies for a default by Buyer.

E.5. Attorney's Fees. If either party retains an attorney to enforce this contract, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.

F. Miscellaneous Provisions

F.1. Notices. Any notice required by or permitted under this contract must be in writing.

F.2. Entire Agreement. This contract, its exhibits, and any Closing Documents delivered at Closing are the entire agreement of the parties concerning the sale of the Property by Seller to Buyer. There are no representations, warranties, agreements, or promises pertaining to the Property or the sale of the Property by Seller to Buyer, and Buyer is not relying on any statements or representations of Seller or any agent of Seller, that are not in those documents.

F.3. Amendment. This contract may be amended only by a signed, written agreement.

F.4. Assignment. Buyer may assign this contract and Buyer's rights under it.

F.5. Conflicts. If there is any conflict between the Closing Documents and this contract, the Closing Documents will control. The representations made by the parties as of Closing survive Closing.

F.6. Choice of Law; Venue. This contract is to be construed under the laws of the State of Texas. Venue is in the county for performance.

F.7. Waiver of Default. Default is not waived if the non-defaulting party fails to declare a default immediately or delays taking any action with respect to the default.

F.8. Severability. If a provision in this contract is unenforceable for any reason, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability does not affect any other provision of this contract, and this contract is to be construed as if the unenforceable provision is not a part of the contract.

F.9. Ambiguities Not to Be Construed against Party Who Drafted Contract. The rule of construction that ambiguities in a document are construed against the party who drafted it does not apply in interpreting this contract.

F.10. Counterparts. If this contract is executed in multiple counterparts, all counterparts taken together constitute this contract. Copies of signatures to this contract are effective as original signatures.

F.11. Binding Effect. This contract binds, benefits and may be enforced by the parties and their respective heirs, successors, and permitted assigns.

SELLER: WILLIAMSON COUNTY, TEXAS

By: Bill Gravell, Jr.
County Judge

Date:

BUYER: City of Round Rock, a Texas home rule city

By: Laurie Hadley, City Manager

Date:

Title Company acknowledges receipt of a copy of this contract executed by both Buyer and Seller.

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT "A"

County: Williamson
Waterline Easement: 4
Highway: C.R. 175 (Sam Bass Road)
Limits: From: F.M. 1431
To: 1,000' East of Wyoming Springs Drive

Page 1 of 7
October 5, 2021

PROPERTY DESCRIPTION FOR WATERLINE EASEMENT 4

DESCRIPTION OF A 0.2589 ACRE (12,453 SQ. FT.) EASEMENT OF LAND LOCATED IN THE J.H. DILLARD SURVEY, ABSTRACT 179, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 10.01 ACRE TRACT OF LAND, DESCRIBED IN A DEED TO ERIC KLINGEMANN AND MICHELLE KLINGEMANN, RECORDED MARCH 17, 2015 IN DOCUMENT NO. 2015020130, OFFICAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.); SAID 0.2589 ACRE (12,453 SQ. FT.) EASEMENT, AS SHOWN ON A PLAT PREPARED BY SAM, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod with a plastic cap found 415.44 feet left of Sam Bass Waterline Easement Engineer's Centerline Station (E.C.S.) 39+95.10 on the south line a called 254.4 acre tract of land, described in a deed to City of Round Rock, recorded in Document No. 2000066640, O.P.R.W.C.TX., for the northwest corner of the remainder of a called 32.96 acre tract of land, described in a deed to Bruce E. Gessaman, and wife, Carole D. Gessaman, recorded in Volume 2553, Page 222, Official Records of Williamson County, Texas (O.R.W.C.TX.), same being the northeast corner of said 10.01 acre tract;

THENCE S 00°10'15" E, departing the south line of said 254.4 acre tract, with the common line of said 10.01 acre tract and said remainder of a called 32.96 acre tract, a distance of 402.57 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 14.20 feet left of Sam Bass Waterline Easement E.C.S 40+27.65 on the proposed north right-of-way line of Sam Bass Road;

THENCE N 87°07'40" W, departing the south line of said 254.4 acre tract, with the proposed north right-of-way line of said Sam Bass Road, over and across said 10.01 acre tract, a distance of 95.78 feet to a calculated point (Surface Coordinates: N=10,170,348.80, E=3,109,526.45) 11.53 feet left of Sam Bass Waterline Easement E.C.S 39+31.91, for the northeast corner and **POINT OF BEGINNING** of the easement described herein;

THENCE continuing with the proposed north right-of-way line of said Sam Bass Road, over and across said 10.01 acre tract, the following six (6) courses and distances numbered 1-6:

- 1) N 87°07'40" W, a distance of 109.19 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 5.00 feet left of Sam Bass Waterline Easement E.C.S 38+22.34, for the southeast corner of the easement described herein,
- 2) N 81°52'22" W, a distance of 568.76 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 5.00 feet left of Sam Bass Waterline Easement E.C.S 32+53.57, for the said point being the beginning of a curve to the left,
- 3) With said curve to the left, an arc distance of 242.80 feet, through a delta 12°58'38", having a radius of 1,072.00 feet, and a chord that bears N 88°21'41" W, a distance of 242.28 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 12.00 feet left of Sam Bass Waterline Easement E.C.S 30+12.17,
- 4) S 85°09'00" W, a distance of 494.71 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 9.27 feet left of Sam Bass Waterline Easement E.C.S 25+16.48,

EXHIBIT "A"

County: Williamson
Waterline Easement: 4
Highway: C.R. 175 (Sam Bass Road)
Limits: From: F.M. 1431
To: 1,000' East of Wyoming Springs Drive

Page 2 of 7
October 5, 2021

- 5) N 04°51'00" W, a distance of 4.53 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 13.78 feet left of Sam Bass Waterline Easement E.C.S 25+16.07,
- 6) S 85°09'00" W, a distance of 96.10 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 5.00 feet left of Sam Bass Waterline Easement E.C.S 24+20.37 on the existing north right-of-way line of Sam Bass Road, a variable width right-of-way, no record information found, for the southwest corner of said 10.01 acre tract and the easement described herein;

7) **THENCE** N 89°36'23" W, departing with the proposed north right-of-way line of said Sam Bass Road, with the existing north right-of-way line of said Sam Bass Road, a distance of 140.93 feet to a magnail found, for the southeast corner of said 254.4 acre tract, same being the southwest corner of said 10.01 acre tract;

8) **THENCE** N 00°19'06" E, departing the existing north right-of-way line of said Sam Bass Road, with the common line of said 254.4 acre tract and said 10.01 acre tract, a distance of 1.09 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 14.02 feet left of Sam Bass Waterline Easement E.C.S 22+80.11, for the northwest corner of the easement described herein;

THENCE departing the common line of said 10.01 acre tract and said 254.4 acre tract, over and across said 10.01 acre tract, the following five (5) courses and distances numbered 9-13:

- 9) N 86°04'22" E, a distance of 118.21 feet to a calculated point 15.01 feet left of Sam Bass Waterline Easement E.C.S 23+97.88,
- 10) S 89°36'23" E, a distance of 126.85 feet to a calculated point 15.00 feet left of Sam Bass Waterline Easement E.C.S 25+24.17,
- 11) N 85°04'18" E, a distance of 581.27 feet to a calculated point 17.80 feet left of Sam Bass Waterline Easement E.C.S 31+06.91, said point being the beginning of a curve to the right,
- 12) With said curve to the right, an arc distance of 150.21 feet, through a delta 07°59'27", having a radius of 1,077.00 feet, and a chord that bears S 85°52'06" E, a distance of 150.08 feet to a calculated point 15.00 feet left of Sam Bass Waterline Easement E.C.S 32+53.57, and

THIS SPACE INTENTIONALLY LEFT BLANK

EXHIBIT "A"

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	12° 58' 38" LT	1,072.00'	242.80'	242.28'	N88° 21' 41" W
C2	07° 59' 27" RT	1,077.00'	150.21'	150.08'	S85° 52' 06" E

CITY OF ROUND ROCK
CALLED 254, 4 AC.
DOC. NO. 2000066640
O.P.R.W.C. TX.

ENGINEER'S CENTERLINE
CURVE DATA

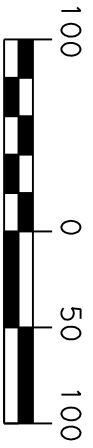
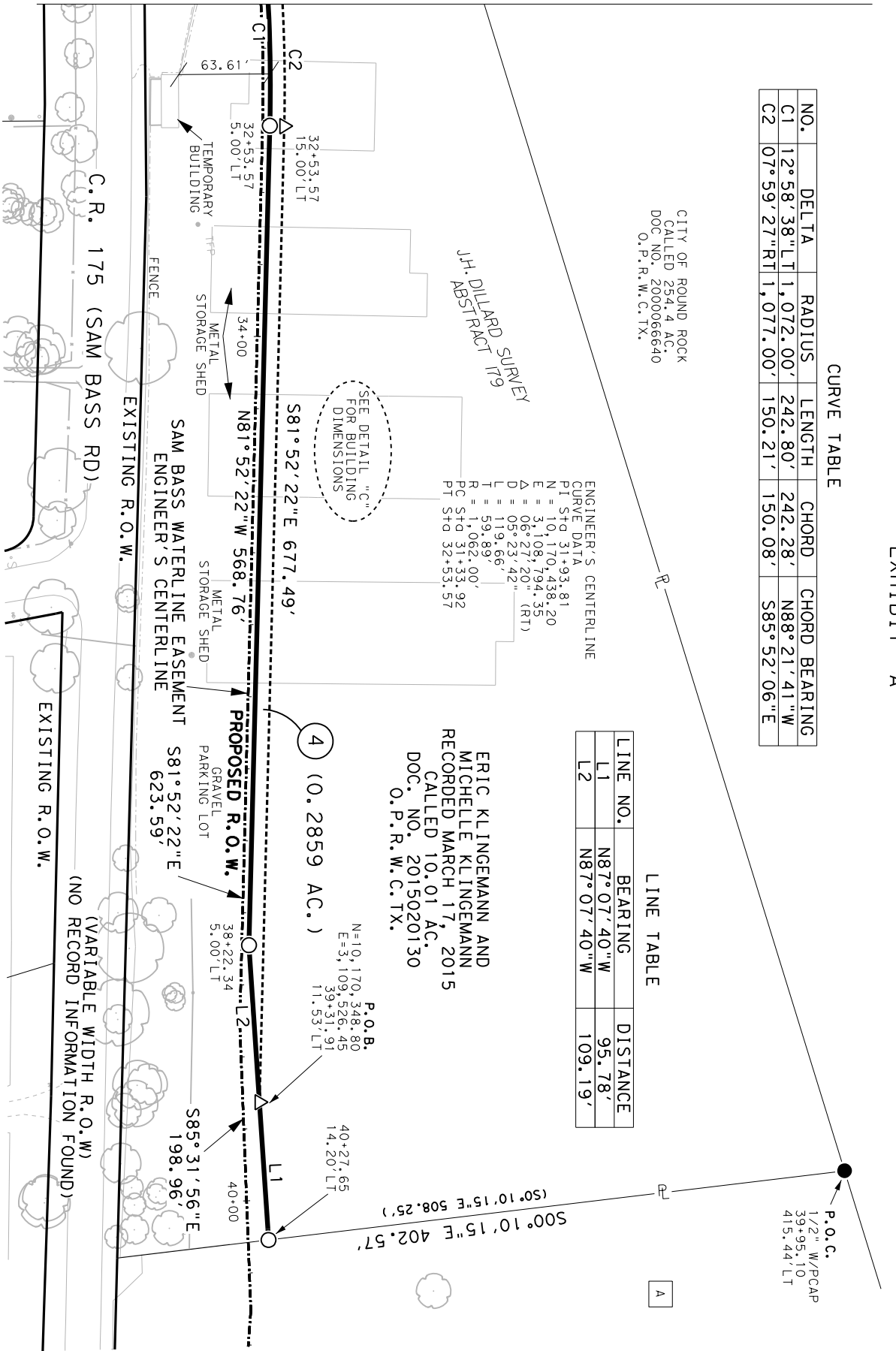
PT. Stg 31+93.81
N = 10,170,438.20
E = 3,109,794.35
Δ = 06° 27' 20" (RT)
D = 05° 23' 42"
L = 119.66'
T = 59.89'
R = 1,062.00'
PC Stg 31+33.92
PT Stg 32+53.57

LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	N87° 07' 40" W	95.78'
L2	N87° 07' 40" W	109.19'

ERIC KLINGEMANN AND
MICHELLE KLINGEMANN
RECORDED MARCH 17, 2015
CALLED 10.01 AC.
DOC. NO. 2015020130
O.P.R.W.C. TX.

MATCH SHEET 5 OF 7



FILE: \\sami\inc\AUS\PROJECTS\1017038216A\100\Survey\03Exhibit+4\WL-4\WL-4.dgn
 EXISTING 10.01 AC. ACQUIRE 0.000 AC. REMAINING 10.01 AC. LEFT

PAGE 4 OF 7
REF. FIELD NOTE NO. 49027



4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
FOX: (512) 326-3029
Texas Firm Registration No. 10064300

EASEMENT SKETCH
SHOWING PROPERTY OF
ERIC KLINGEMANN &
MICHELLE KLINGEMANN
WATERLINE EASEMENT 4
0.2589 AC. (12,453 SQ. FT.)

EXHIBIT "A"

LINE TABLE

LINE NO.	BEARING	DISTANCE
L3	N04° 51' 00" W	4.53'
L4	S85° 09' 00" W	96.10'
L5	N89° 36' 23" W	140.93'
(L5)	(N89° 36' 15" W)	(512.08')
L6	N00° 19' 06" E	1.09'
L7	N86° 04' 22" E	118.21'
L8	S89° 36' 23" E	126.85'

J.H. DILLARD SURVEY
ABSTRACT 179

CITY OF ROUND ROCK
CALLED 254.4 AC.
DOC NO. 2000066640
O.P.R.W.C. TX.

ERIC KLINGEMANN AND
MICHELLE KLINGEMANN
RECORDED MARCH 17, 2015
CALLED 10.01 AC.
DOC. NO. 2015020130
O.P.R.W.C. TX.

4 (0.2859 AC.)
PROPOSED R.O.W.

SAM BASS WATERLINE EASEMENT
ENGINEER'S CENTERLINE

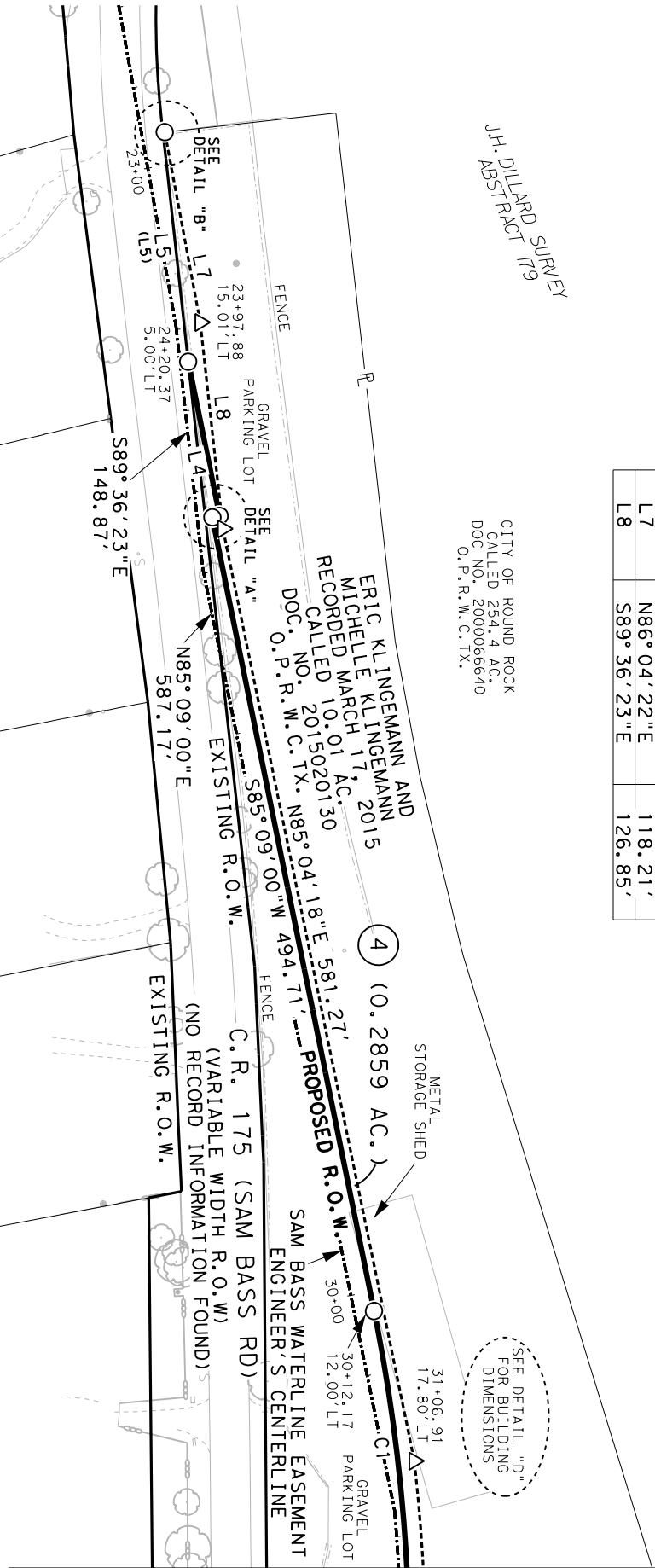
C.R. 175 (SAM BASS RD)
(VARIABLE WIDTH R.O.W.)
(NO RECORD INFORMATION FOUND)

EXISTING R.O.W.

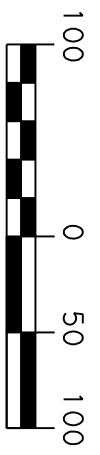
EXISTING R.O.W.

EXISTING R.O.W.

S89° 36' 23" E
148.87'



MATCH SHEET 4 OF 7



GRAPHIC SCALE
SCALE: 1" = 100'
WILLIAMSON COUNTY, TEXAS

FILE: \\sami\inc\AUS\PROJECTS\1017038216A\100\Survey\03Exhibit\4\WL-4\WL-4.2.dgn REF. FIELD NOTE NO. 49027
PAGE 5 OF 7
EXISTING 10.01 AC. ACQUIRE 0.000 AC. REMAINING 10.01 AC. LEFT



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SHOWING PROPERTY OF
ERIC KLINGEMANN &
MICHELLE KLINGEMANN
WATERLINE EASEMENT
4
0.2859 AC. (12,453 SQ. FT.)

SCHEDULE B:

THIS SURVEY HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. 2006588, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE MARCH 12, 2020, AND ISSUED DATE MARCH 24, 2020.

1. ITEM NO. 1, SCHEDULE B, IS HEREBY DELETED.

10A. EASEMENT:
 RECORDED: VOLUME 430, PAGE 650, DEED RECORDS, WILLIAMSON COUNTY, TEXAS.
 TO: BRUSHY CREEK WATER CONTROL AND IMPROVEMENT DISTRICT
 PURPOSE: WATER CONSERVATION, DEVELOPMENT, UTILIZATION, AND DISPOSAL (UNPLOTTABLE, MAY AFFECT)

B. EASEMENT:
 RECORDED: DOCUMENT NO. 2008051883, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS.
 TO: UPPERBRUSHY CREEK WATER CONTROL AND IMPROVEMENT DISTRICT
 PURPOSE: DRAINAGE, WATER CONTROL, AND INUNDATION (DOES NOT AFFECT)

C. NOTICE REGARDING: DEED RECORDATION AFFIDAVIT RE: EDWARDS ACQUIFER PROTECTION PLAN RECORDED: DOCUMENT NO. 2015055419, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS. (SUBJECT TO)

D. ALL LEASES, GRANTS, EXCEPTIONS OR RESERVATION OF COAL, LIGNITE, OIL, GAS AND OTHER MINERAL, TOGETHER WITH ALL RIGHTS, PRIVILEGES, AND IMMUNITIES RELATING THERETO APPEARING IN THE THE PUBLIC RECORDS WHETHER LISTED IN SCHEDULE B OR NOT. THERE MAY BE LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF MINERAL INTEREST THAT ARE NOT LISTED.

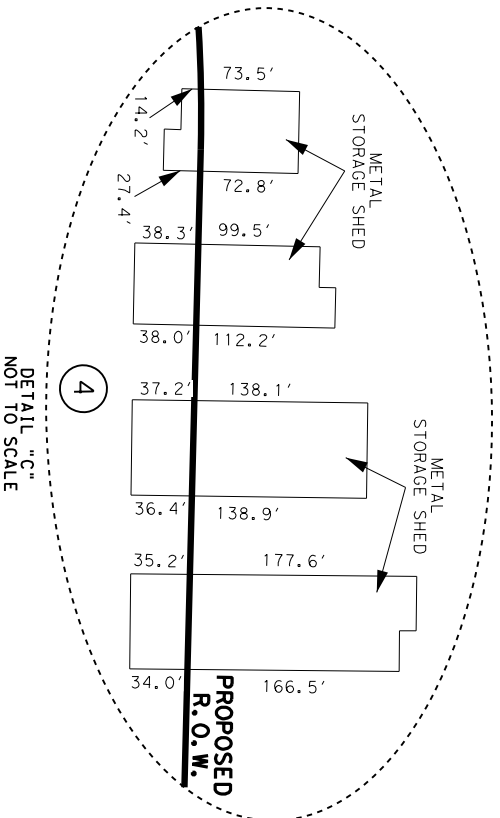
E. INCLUSION WITHIN THE UPPER BRUSHY CREEK WATER CONTROL AND IMPROVEMENT DISTRICT. (SUBJECT TO IF APPLICABLE)

F. RIGHTS OF PARTIES IN POSSESSION.

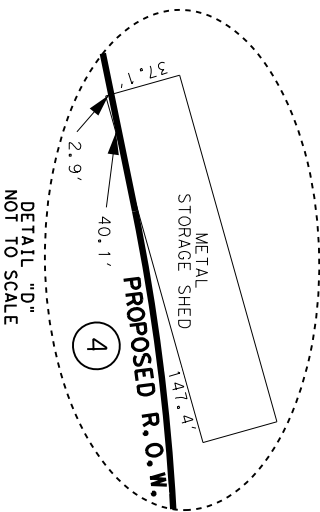
G. RIGHTS OF TENANTS, AS TENANTS ONLY, UNDER ANY AND ALL UNRECORDED LEASES OR RENTAL AGREEMENTS.

H. ANY PORTION OF SUBJECT PROPERTY LYING WITHIN THE BOUNDARIES OF A DEDICATED OR UNDEDICATED PUBLIC OR PRIVATE ROADWAY.

I. ANY VISIBLE AND APPARENT EASEMENT, EITHER PUBLIC OR PRIVATE, LOCATED ON OR ACROSS THE LAND, THE EXISTENCE OF WHICH IS NOT DISCLOSED BY THE PUBLIC RECORDS AS HEREIN DEFINED.

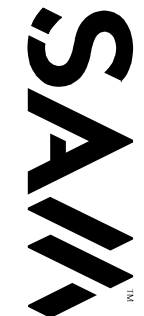


DETAIL "C"
 NOT TO SCALE



DETAIL "D"
 NOT TO SCALE

FILE: \\sami\inc\AUS\PROJECTS\1017038216A\100\Survey\03Exhibit\4\WL-4.dgn REF. FIELD NOTE NO. 49027
 EXISTING 10.01 AC. ACQUIRE 0.000 AC. REMAINING 10.01 AC. LEFT



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 Building Two, Suite 100
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 (512) 447-0575
 FAX: (512) 326-3029
 Texas Firm Registration No. 10064300

EASEMENT SKETCH
 SHOWING PROPERTY OF
 ERIC KLINGEMANN &
 MICHELLE KLINGEMANN
 WATERLINE EASEMENT 4
 0.2589 AC. (12,453 SQ. FT.)

LEGEND

- 5/8" IRON ROD SET WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY"
- 1/2" IRON ROD FOUND UNLESS NOTED
- ⊕ MAGNAIL FOUND
- FENCE POST (TYPE NOTED)
- △ CALCULATED POINT
- ℙ PROPERTY LINE
- () RECORD INFORMATION
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCING
- P.O.R. POINT OF REFERENCE
- N.T.S. NOT TO SCALE
- D.R.W.C.TX. DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.R.W.C.TX. OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.P.R.W.C.TX. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
- DEED LINE (COMMON OWNERSHIP)
- - - DISTANCE NOT TO SCALE

NOTES:

1. ALL BEARINGS SHOWN ARE BASED ON NAD83/2011/NAVD88 TEXAS COORDINATE SYSTEM. CENTRAL ZONE. ALL DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.00012. ALL COORDINATES SHOWN ARE IN SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE SAME FACTOR. PROJECT UNITS ARE IN U.S. SURVEY FEET.
 2. THIS SURVEY WAS COMPLETED WITH THE BENEFIT OF TITLE REPORT, PROVIDED BY TITLE RESOURCES GUARANTY COMPANY, GF NO. 2006588, EFFECTIVE DATE IS MARCH 12, 2020, AND ISSUED DATE IS MARCH 24, 2020. THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.
 3. SAM BASS ROAD ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM KRITSE, SCHEMATIC RECEIVED BY SAM, LLC. IN APRIL, 2019.
 4. THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.
- * AREA CALCULATED BY SAM, LLC.
- * UNABLE TO SET AT TIME OF SURVEY, 5/8" IRON ROD WITH AN ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" MAY BE SET UPON COMPLETION OF THE ROAD CONSTRUCTION PROJECT UNDER THE SUPERVISION OF A REGISTERED PROFESSIONAL LAND SURVEYOR.

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

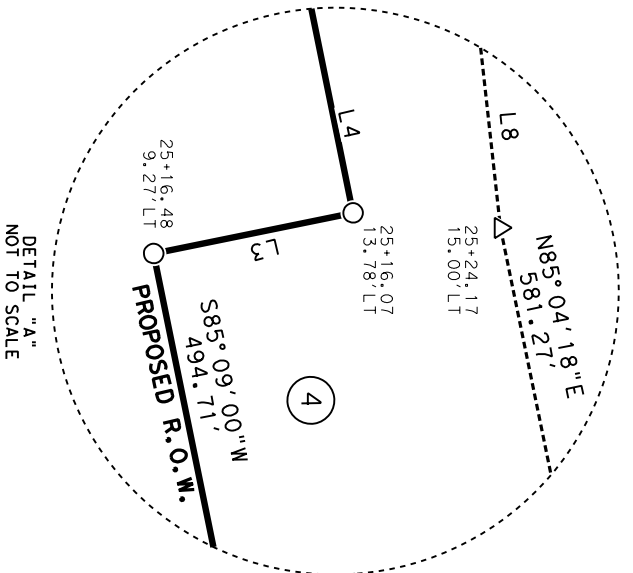
Preliminary

10/05/2021 11:28:25 AM

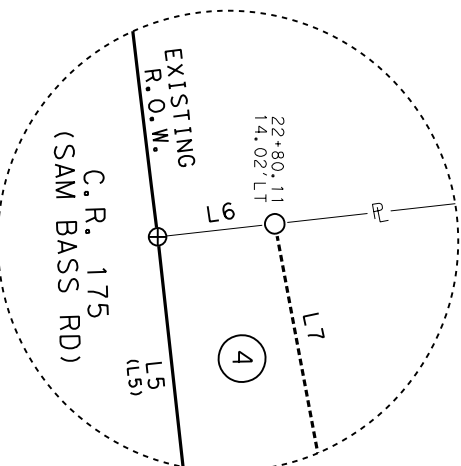
SCOTT C. BRASHEAR
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6660, STATE OF TEXAS

DATE

EXHIBIT "A"



DETAIL "A"
NOT TO SCALE



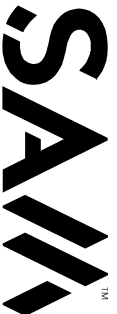
DETAIL "B"
NOT TO SCALE

BRUCE E. GESSAMAN &
WIFE, CAROL E.D. GESSAMAN
REMAINDER OF A CALLED 32.96 AC.
VOL. 2553, PG. 222
O.R.W.C. TX.

FILE: \\sami\inc\AUS\PROJECTS\1017038216A\100\Survey\03Exhib\4\WL-4.dgn REF. FIELD NOTE NO. 49027

PAGE 7 OF 7

EXISTING 10.01 AC. ACQUIRE 0.000 AC. REMAINING 10.01 AC. LEFT



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EASEMENT SKETCH
SHOWING PROPERTY OF
ERIC KLINGEMANN &
MICHELLE KLINGEMANN
WATERLINE EASEMENT 4
0.2589 AC. (12,453 SQ. FT.)

EXHIBIT "B"

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

WATERLINE EASEMENT

Sam Bass Water Main

THE STATE OF TEXAS

§

KNOW ALL BY THESE PRESENTS:

COUNTY OF WILLIAMSON

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That **WILLIAMSON COUNTY, TEXAS**, whose address is 710 Main Street, Suite 101 Georgetown, Texas 78626, and its successors and assigns (hereinafter collectively referred to as "Grantor"), for and in consideration of the sum of TEN and NO/100 DOLLARS (\$10.00) and other good and valuable consideration paid by the **CITY OF ROUND ROCK, TEXAS**, a Texas municipal corporation, (hereinafter referred to as "Grantee"), whose mailing address is 221 East Main Street, Round Rock, Texas 78664, the receipt and sufficiency of which is hereby acknowledged, does hereby GRANT, SELL and CONVEY unto Grantee a perpetual Waterline Easement ("Waterline Easement"), right-of-way to construct, install, operate, maintain, inspect, reconstruct, enlarge, relocate, rebuild, repair, and remove a water transmission and/or distribution or service delivery system and lines, together with all necessary lines, pipes, conduits, valves, vaults, manholes, ventilators, and other equipment, improvements, accessories and appurtenances or operations thereto, in, upon, over, under, above and across the following described property of Grantor (collectively the "Easement Area"), to-wit:

Being a 0.2589 acre (12,453 square foot) tract of land situated in the J.H. Dillard Survey, Abstract No. 179 in Williamson County, Texas; said tract being more particularly described by field notes and sketch in the attached Exhibit "A," incorporated herein by reference for all purposes (**Parcel 4WE**).

This conveyance is made and accepted subject to all conditions and restrictions, if any, relating to the hereinabove described property, and only to the extent, that the same may still be in force and effect and shown of record in the office of the County Clerk of Williamson County, Texas.

Except as otherwise noted, the Waterline Easement, rights and privileges herein granted shall be perpetual; provided, however, that said Waterline Easement, rights and privileges shall cease and revert to Grantor in the event the said lines are abandoned, or shall cease to be used, for a period of five (5) consecutive years.

Upon completion of the construction and installation of the line in the tract identified in the attached Exhibit "A," Grantee shall, as reasonably possible, restore the surface of the Easement Area to the condition in which it was found before any such work was undertaken.

Grantor covenants that it will not convey any other easement or conflicting rights within the Easement Area covered by this grant without the express written consent of Grantee, which consent shall not be unreasonably withheld, conditioned or delayed. Grantee shall have the right to review any proposed easement or conflicting use of the easement to determine the effect, if any, on the waterline lines contemplated herein. Prior to granting its consent for other easements, Grantee may require reasonable safeguards to protect the integrity of the waterline lines. As required by this paragraph, express written consent of Grantee shall be obtained by Grantor in the following manner: advance written notice must be given by certified mail to the (1) City of Round Rock City Manager at 221 East Main Street, Round Rock, Texas 78664, and (2) City Engineer at 3400 Sunrise Road, Round Rock, Texas 78665. Following receipt of such notice, the City of Round Rock shall have ten (10) days in which to respond in writing granting consent, conditioning consent upon reasonable safeguards, or denying consent.

Grantor further grants to Grantee:

- (a) the right of ingress to and egress from the Easement Area over and across Grantor's property by means of roads and lanes thereon, if such exist, otherwise by such route(s) as shall occasion the least practicable damage and inconvenience to Grantor; provided that such ingress and egress right shall not extend to any portion of Grantor's property isolated from the Easement Area by any public highway or road now or hereafter crossing the property; the foregoing right of ingress and egress includes the right of Grantee to disassemble, remove, take down, and clear away any barricade or other structure which obstructs, prevents, or hinders Grantee's ingress to and egress from Grantor's property, and should Grantee deem it necessary to so disassemble, remove, take down, or clear away any such barricade or other structure, Grantee shall, as soon as is reasonably feasible and at its sole cost and expense, replace or restore Grantor's property to as similar a condition as is reasonably practicable as existed immediately prior to Grantee's actions pursuant to this provision, unless said barricade or other structure is inconsistent with rights conveyed to Grantee herein;
- (b) the right of construction, maintaining and using such roads on and across the property as Grantee may deem necessary in the exercise of the right of ingress and egress;
- (c) the right to mark the location of the Easement Area by suitable markers; provided that such markers shall be placed in locations which will not interfere with any reasonable use Grantor shall make of the Easement Area;
- (d) the right to grade the Easement Area for the full width thereof and to extend the cuts and fills for such grading into and on the land in the Easement Area to such extent as Grantee may find reasonably necessary;
- (e) the right from time to time to trim and to cut down and clear away any and all trees and brush now or hereafter on the Easement Area and to trim and to cut down and clear away any trees on either side of the easement which now or hereafter in the reasonable opinion of Grantee may be a hazard to the waterline lines, valves, appliances, fittings, or other improvements by reason of the danger of falling thereon or root infiltration therein, or which may otherwise interfere with the exercise of Grantee's rights hereunder; provided, however, Grantee shall not trim and/or cut down and clear away any trees and/or brush

outside of the Easement Area without the prior written consent of Grantor, and shall be removed by Grantee;

- (f) the right to install, maintain and use gates in all fences which now cross or shall hereafter cross the Easement Area; and
- (g) the right to support the waterline lines across ravines and watercourses with such structures as Grantee shall deem necessary.

Grantee hereby covenants and agrees:

- (a) Grantee shall not fence the Easement Area; and
- (b) Grantee shall promptly backfill any trench made by it on the easement and repair any damage it shall do to Grantor's private roads or lanes on the lands.

Notwithstanding anything in this instrument to the contrary, Grantor also retains, reserves, and shall continue to enjoy the surface of such Easement Area for any and all purposes which do not interfere with and prevent the use by Grantee of the Easement Area, including the right to build and use the surface of the Easement Area for private streets, roads, driveways, alleys, walks, gardens, lawns, parking areas and other like uses; provided Grantor shall not erect or construct on the Easement Area any building or other structure such as a patio, swimming pool, sport court, storage shed, accessory building, barbeque pit or similar structure, or drill or operate any well, or construct any reservoir or other obstruction on the easement, or diminish or substantially add to the ground cover over the pipelines. Grantee shall not be responsible or liable for the removal, repair or damage to any property, structure, building, or other use inconsistent with the rights conveyed to Grantee by the easement. Provided however, before constructing any non-interfering improvements listed in this paragraph, at least ten (10) days' written notice shall be provided to Grantee of the general plans of the improvement to be constructed on the Easement Area, and Grantor must first obtain the consent and approval from Grantee of the construction and location of any improvements within the Easement Area, which consent and approval shall not be unreasonably withheld, conditioned or delayed.

It is understood and agreed that any and all equipment and facilities placed upon said property by Grantee shall remain the property of Grantee.

Grantor hereby dedicates the Waterline Easement as a public utility Waterline Easement for the purposes stated herein.

TO HAVE AND TO HOLD the rights and interests described unto Grantee and its successors and assigns forever, and Grantor does hereby bind itself, and its successors and assigns and legal representatives, to warrant and forever defend, all and singular, the above-described Waterline Easement and rights and interests unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming, or to claim same, or any part thereof.

