

LIBERTY HILL WASTEWATER LINE EASEMENT AGREEMENT

Community Interceptor

STATE OF TEXAS §
 § **KNOW ALL BY THESE PRESENTS:**
COUNTY OF WILLIAMSON §

This Agreement (the "Agreement") is made between **WILLIAMSON COUNTY, TEXAS** (hereinafter referred to as "**Grantor**") and the **CITY OF LIBERTY HILL**, a Texas general law city, whose address is P.O. Box 1920, Liberty Hill, Texas, 78642, ATTN: Liberty Hill City Secretary, (herein referred to as "**Grantee**"), as follows:

1. For the good and valuable consideration described in Paragraph 2 below, Grantor hereby GRANTS, SELLS, and CONVEYS to Grantee, its successors and assigns, an easement and right-of-way (the "Easement") for the placement, construction, operation, repair, maintenance, replacement, upgrade, rebuilding, relocation and/or removal of wastewater lines and related facilities and appurtenances (collectively, the "Facilities") on, over, under, and across the following described property of the Grantor, to wit:

Being all that certain tract, piece or parcel of land lying and being situated in the County of Williamson, State of Texas, being more particularly described 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 the sum of One Dollar (\$1.00) 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, relocating, and/or removing the Facilities. Any wastewater lines installed within the Easement shall be installed at a depth that does not interfere with the uses of the surface set forth in Section 4 below.
4. Grantor reserves, and Grantor its successors and assigns shall have the right at their sole expense, commencing after the construction and installation of the Facilities by Grantee, to install, maintain and use the surface of the Property for signs, driveways, roads, sidewalks, and/or landscaping which contains no invasive root structure

(collectively the "Surface Improvements"). However, Grantee shall not have any obligation to reconstruct, restore or repair any Surface Improvements installed after construction of the Facilities without Grantee's prior consent.

5. The Duration of the Easement is perpetual.
6. Grantor and Grantor's heirs, personal representatives, successors, and assigns are and shall be bound to WARRANT and FOREVER DEFEND the Easement and the rights conveyed in this Agreement to Grantee and Grantee's successor and assigns, against every person lawfully claiming or to claim all or any part thereof by, through, or under Grantor, but not otherwise.
7. The easement, rights and privileges herein established are non-exclusive, and Grantor hereby reserves and retains the right to convey similar rights and easements as Grantor deems proper, providing such conveyances do not prohibit or interfere with the use of the easement established herein.
8. In addition to the Easement, rights, and privileges herein granted, Grantee shall have the temporary right to use the surface of Grantor's adjacent property at locations limited to twenty-five (25) feet parallel and immediately adjacent to either side of the Easement Area shown on the sketch which accompanies the description in Exhibit "A" attached hereto (the "Temporary Construction Easement"), to the extent necessary to construct and install the Facilities within the Easement Area. The duration of the Temporary Construction Easement rights shall be for a period which expires twelve (12) months from the date of first entry by Grantee upon the Temporary Construction Easement area for Facility installation.

Grantee shall only remove any hardwood tree larger than ten inches (10") in diameter from the Temporary Construction Easement area if approved and determined by the City Engineer in advance to be necessary and required for the reasonable access to the adjoining permanent Easement Area to carry out the installation of the Facilities. Upon the completion of such construction and installation, Grantee shall, as reasonably possible, restore the surface of the Temporary Construction Easement to the condition in which it was found before any such work was undertaken, and Grantee's right to use the Temporary Construction Easement shall thereupon terminate for all purposes.

9. On completion of the original laying of said Facilities, Grantee will forthwith restore the Property, including specifically any boundary fencing, gates, or driveways, to the condition in which it was found before such work was undertaken, as is reasonably possible, and shall level the ground and restore same to the original surface contour and drainage conditions as existed before operations were begun, as is reasonably

possible, and such leveling and restoration shall be forthwith carried out after each and every maintenance, replacement, modifications, repair or removal operation conducted subsequently to the original construction of said line or lines.

10. Unless otherwise agreed with Grantor in advance, Grantee shall at all times while working within the Easement maintain reasonable access across the Easement Area between the remaining property of Grantor.
11. Grantor agrees to process, and not unreasonably withhold, any additional permit, utility agreement, and or license necessary for the placement, construction, operation and repair of any public Facilities as defined by Texas law and according to any applicable Federal, State and local statutes or Williamson County Right of Way utility permitting requirements in place at the time of application.
12. This Agreement contains the entire agreement between the parties relating to its subject matter. Any oral representations or modifications concerning this Agreement shall be of no force and effect. Any subsequent amendment or modification must be in writing and agreed to by all parties.
13. The terms of this Agreement shall be binding upon Grantor, and Grantor's heirs, personal representatives, successors, and assigns; shall bind and inure to the benefit of the Grantee and any successors or assigns of Grantee; and shall be deemed to be a covenant running with the land.

IN WITNESS WHEREOF, this instrument is intended to be effective as of the date of execution of the final party hereto.

[signature pages follow]

GRANTOR:

WILLIAMSON COUNTY, TEXAS

By:_____

Bill Gravell, Jr.

County Judge

Acknowledgment

STATE OF TEXAS §

§

COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on _____, 2023, by Bill Gravell, Jr., Williamson County Judge, in the capacity and for the purposes and consideration recited herein.

(Notary Seal)

Notary Public in and for the State of Texas

GRANTEE:

CITY OF LIBERTY HILL

By:_____

Name:_____

Title:_____

Acknowledgment

STATE OF TEXAS §

§

COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on _____, 2023, by
_____, in the capacity and for the purposes and consideration recited herein.

(Notary Seal)

Notary Public in and for the State of Texas

AFTER RECORDING, RETURN TO GRANTEE:

Liberty Hill City Secretary
P.O. Box 1920
Liberty Hill, Texas 78646

EXHIBIT "A"

METES AND BOUNDS DESCRIPTION

FOR A 0.019 ACRE (816 SQ. FT.) TRACT OF LAND SITUATED IN THE HENRY FIELD SURVEY, ABSTRACT NO. 233 AND THE JOSEPH M. GLASSCOCK SURVEY, ABSTRACT NO. 254, WILLIAMSON COUNTY, TEXAS AND BEING WITHIN THE APPARENT RIGHT-OF-WAY OF STUBBLEFIELD LANE (NO RECORD INFORMATION FOUND). SAID 0.019 ACRE TRACT OF LAND BEING SURVEYED ON THE GROUND BY DIAMOND SURVEYING DURING THE MONTH OF SEPTEMBER 2023, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2" iron rod found (Surface Coordinates: N=10211491.07, E=3055445.75) monumenting the northwest corner of the called 1.224 acre tract of land conveyed to Williamson County, Texas, recorded in Document No. 2016043602 of the Official Public Records of Williamson County, Texas, same being on the southwest corner of the called 1.414 acre tract of land (Parcel 45ROW) conveyed to Williamson County, Texas, recorded in Document No. 2021029944, Official Public Records of Williamson County, Texas, same being on a point in the east right-of-way line of said Stubblefield Lane, same being on a point in the interior of Proposed right-of-way of State Highway 29 Liberty Hill Bypass;

THENCE, S 19°46'15" E with the west boundary line of said 1.224 acre Williamson County, Texas tract and said east right-of-way line of Stubblefield Lane, for a distance of 189.89 feet to a 1/2" iron rod set with cap marked "DIAMOND SURVEYING" (Surface Coordinates: N=10211312.37, E=3055509.98), for the northeast corner and **POINT OF BEGINNING** hereof;

THENCE, **S 19°46'15" E** continuing with said west boundary line of said 1.224 acre Williamson County, Texas tract and said east right-of-way line of Stubblefield Lane, for a distance of **31.48 feet** to a 1/2" iron rod set with cap marked "DIAMOND SURVEYING", for the southeast corner hereof, from which an iron rod found with cap marked "RPLS 5784" on the southeast corner of said 1.224 acre Williamson County, Texas tract, same being on the northeast corner of the called 1.828 acre tract of land conveyed to Williamson County, Texas, recorded in Document No. 2016038954 of the Official Public Records of Williamson County, Texas, same being on a point in said east right-of-way line of Stubblefield Lane, bears S 19°46'15" E for a distance of 21.30 feet;

THENCE, **S 87°55'34" W** through the interior of said of Stubblefield Lane, for a distance of **26.90 feet** to a 1/2" iron rod set with cap marked "DIAMOND SURVEYING" on a point in the west right-of-way line of said Stubblefield Lane, same being on a point in the east boundary line of the called 9.197 acre tract of land conveyed to City of Liberty Hill, Texas, recorded in Document No. 2021167806 of the Official Public Records of Williamson County, Texas, for the southwest corner hereof, from which a 1/2" iron rod found on the southwest terminus corner of said Stubblefield Lane, same being on the southeast corner

of said 9.197 acre City of Liberty Hill, Texas tract, same being on an angle point in the north boundary line of the called 1011.979 acre tract of land conveyed to Williamson County, Texas, recorded in Document No. 2008070649 of the Official Public Records of Williamson County, Texas, bears S 20°51'14" E for a distance of 52.16 feet;

THENCE, **N 20°51'14" W** with said west right-of-way line of Stubblefield Lane, same being with said east boundary line of the 9.197 acre City of Liberty Hill, Texas for a distance of **31.68 feet** to a 1/2" iron rod set with cap marked "DIAMOND SURVEYING" for the northwest corner hereof, from which a 1/2" iron rod found with cap marked "DIAMOND SURVEYING" on the northeast corner of said City of Liberty Hill, Texas tract, same being on said west right-of-way line of Stubblefield Lane, bears N 20°51'14" W for a distance of 810.34 feet;

THENCE, **N 87°55'34" E** through said interior of Stubblefield Lane, for a distance of **27.53 feet** to the **POINT OF BEGINNING** hereof and containing 0.019 acre of land more or less.

Bearing Basis: NAD-83, Texas Central Zone (4203) State Plane System. Coordinates and Distances shown hereon are surface based on a combined surface adjustment factor of 1.00014.

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



DIAMOND SURVEYING, INC.

116 SKYLINE ROAD, GEORGETOWN, TX 78628

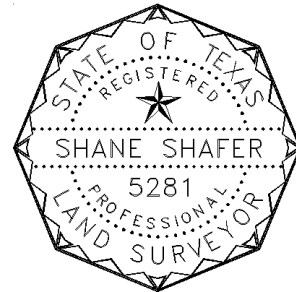
(512) 931-3100

T.B.P.E.L.S. FIRM NUMBER 10006900

September 25, 2023

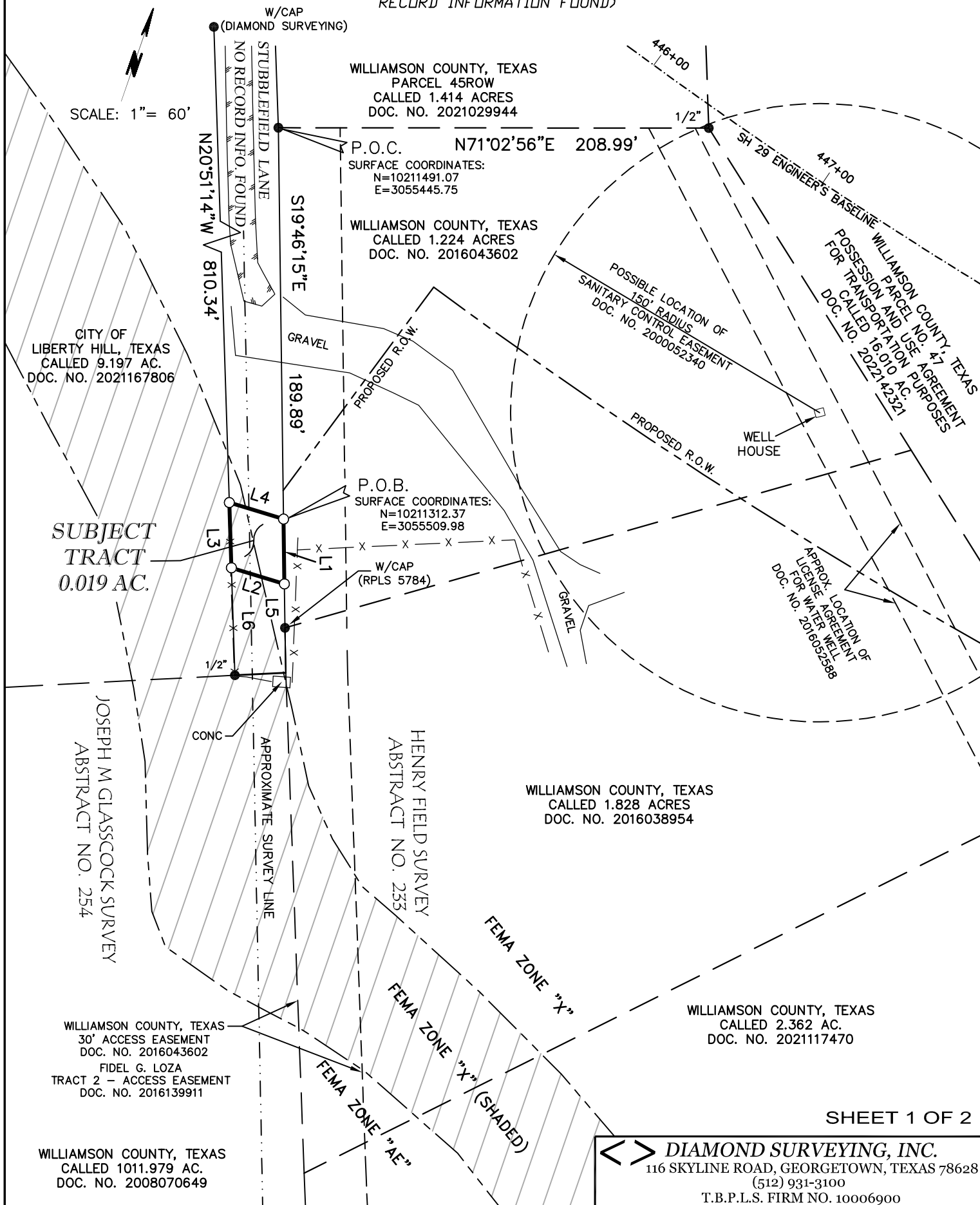
SHANE SHAFER, R.P.L.S. NO. 5281

DATE



Z:\WILLIAMSON COUNTY PSA PROJECTS__2020 WA#1 Liberty Hill SH 29 Bypass 2020-23__LIFT STATION TRACT AND WWE 2023-127\SH 29 LHB WWE STUBBFIELD LANE 20230925.doc

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 0.019 ACRE (816 SQ. FT.) TRACT OF LAND SITUATED IN THE HENRY FIELD SURVEY, ABSTRACT NO. 233 AND THE JOSEPH M. GLASSCOCK SURVEY, ABSTRACT NO. 254, WILLIAMSON COUNTY, TEXAS AND BEING WITHIN THE APPARENT RIGHT-OF-WAY OF STUBBLEFIELD LANE (NO RECORD INFORMATION FOUND)



DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 0.019 ACRE (816 SQ. FT.) TRACT OF LAND SITUATED IN THE HENRY FIELD SURVEY, ABSTRACT NO. 233 AND THE JOSEPH M. GLASSCOCK SURVEY, ABSTRACT NO. 254, WILLIAMSON COUNTY, TEXAS AND BEING WITHIN THE APPARENT RIGHT-OF-WAY OF STUBBLEFIELD LANE (NO RECORD INFORMATION FOUND)

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S19°46'15"E	31.48'
L2	S87°55'34"W	26.90'
L3	N20°51'14"W	31.68'
L4	N87°55'34"E	27.53'
L5	S19°46'15"E	21.30'
L6	S20°51'14"E	52.16'

LEGEND

- IRON ROD FOUND
- IRON ROD SET WITH CAP
STAMPED "DIAMOND SURVEYING"
- ⊙ IRON ROD SET WITH ALUMINUM CAP
STAMPED "WILLIAMSON COUNTY"
- x — x — x — x — WIRE FENCE
- - - - - APPROXIMATE SURVEY LINE
- - - - - APPROXIMATE FEMA LINE
- CONC CONCRETE
- INFO. INFORMATION
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING

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. COORDINATES AND DISTANCES SHOWN HEREON ARE SURFACE BASED ON A COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00014.

3) THE TRACT SHOWN HEREON LIES WITHIN ZONE 'X' (UNSHADED) AREA OF MINIMAL FLOOD HAZARD, ZONE 'X' (SHADED) AREAS OF 0.2% ANNUAL CHANCE FLOOD HAZARD, AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTH LESS THAN ONE FOOT OR WITH DRAINAGE AREAS LESS THAN ONE SQUARE MILE, ACCORDING TO F.E.M.A. FLOOD INSURANCE RATE MAP FOR WILLIAMSON COUNTY, TEXAS, MAP NO. 48491C0245F, EFFECTIVE DATE OF DECEMBER 20, 2019.

THE F.E.M.A. LINES SHOWN HEREON ARE APPROXIMATE BY GRAPHIC PLOTTING ONLY AND WERE SCALED FROM THE ABOVE REFERENCED FLOOD INSURANCE RATE MAP. THE SURVEYOR MAKES NO ASSURANCE AS TO THE ACCURACY OF THE DELINEATIONS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAPS.

5) THIS SURVEY WAS MADE WITHOUT THE BENEFIT OF A TITLE COMMITMENT OR POLICY. THERE MAY BE EASEMENTS AND/OR RESTRICTIONS NOT SHOWN HEREON WHICH MAY AFFECT THE SUBJECT TRACT.

To: City of Liberty Hill, Texas, exclusively.

I, Shane Shafer, Registered Professional Land Surveyor in the State of Texas, hereby certify that this drawing represents a survey made on the ground under my direct supervision completed on September 20, 2023. At the time of this survey there were no encroachments, conflicts or protrusions apparent on the ground, EXCEPT AS SHOWN. This survey substantially complies with the standards for a Category 1B, Condition III Standard Land Survey per the current Manual of Practice for Land Surveying in the State of Texas, issued by the Texas Society of Professional Surveyors. USE OF THIS SURVEY BY OTHER PARTIES SHALL BE AT THEIR OWN RISK AND UNDERSIGNED SURVEYOR IS NOT RESPONSIBLE FOR ANY LOSS RESULTING THEREFROM.



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

SEPTEMBER 25, 2023
DATE

SHEET 2 OF 2

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