

**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**

THE STATE OF TEXAS

§

**KNOW ALL BY THESE PRESENTS:**

COUNTY OF WILLIAMSON

§

§

That **WILLIAMSON COUNTY, TEXAS**, whose address is Attn: County Auditor, 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 0.088 acre tract of land situated in the John D. Anderson Survey, Abstract No. 15 in Williamson County, Texas; said tract being more particularly described by field notes in the attached Exhibit "A," incorporated herein by reference for all purposes **(Parcel—St. Alphonsa)**.

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 Waterline Easement, including boundary fencing, gates or existing drainage structures 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) Executive Director of Public Works at 3400 Sunrise Road, Round Rock, Texas 78665.

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(s) 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. By execution and acceptance of the Easement the parties acknowledge that the existing concrete drainage structure and headwall within the Easement Area are permitted purposes, uses and improvements of Grantor within the Easement.

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

By acceptance of this Easement Grantee acknowledges and agrees that if the location of Easement Area and/or any facilities contained therein are required to be adjusted or relocated as a direct result of any future widening or other improvement to the adjacent roadway facilities, that Grantee shall be responsible for all costs connected with obtaining a replacement easement and/or relocation of the facilities contained therein.

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.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed this \_\_\_\_ day of \_\_\_\_\_, 2025.

*[signature page follows]*

**GRANTOR:**

WILLIAMSON COUNTY, TEXAS

By: \_\_\_\_\_  
Steve Snell, County Judge

**ACKNOWLEDGMENT**

STATE OF TEXAS                    )  
  )  
COUNTY OF \_\_\_\_\_ )

SS

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2025 by Steve Snell, in the capacity and for the purposes and consideration recited therein.

\_\_\_\_\_  
Signature of Notary Public (Seal)

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

**ACCEPTED BY GRANTEE:**

CITY OF ROUND ROCK, TEXAS

By: \_\_\_\_\_  
Brooks Bennett, City Manager

**ACKNOWLEDGMENT**

STATE OF TEXAS                    )  
  )  
COUNTY OF WILLIAMSON        )

ss

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2025 by Brooks Bennett, Round Rock City Manager, in the capacity and for the purposes and consideration recited therein.

\_\_\_\_\_ (Seal)  
Signature of Notary Public

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

**FIELD NOTES**

JOB NO. 250741-00  
DATE: OCTOBER 6, 2025  
PAGE 1 OF 1

WATER LINE EXHIBIT "A"

**0.088 ACRES**

BEING 0.088 ACRES OF LAND SITUATED IN THE JOHN D. ANDERSON SURVEY, ABSTRACT No. 15 IN WILLIAMSON COUNTY, TEXAS, OUT OF THAT TRACT DESCRIBED AS 237.026 ACRES IN A DEED WITHOUT WARRANTY TO WILLIAMSON COUNTY, RECORDED AS DOCUMENT NO. 2006065107, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, AND FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING:** at a calculated point in the northeast right-of-way margin of County Road 175 for the southwest corner of this tract, from which the southwest corner of said 237.026 acre Williamson County property bears Southeast along said right-of-way, approximately 436 feet;

**THENCE:** N 45°43'47" W, 15.85 feet along said right-of-way to a calculated point for an exterior "ell" corner of the southwest line of this tract;

**THENCE:** through said Williamson County tract for the southeast line of this tract the following five (5) courses:

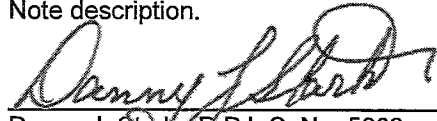
1. N 44°16'13" E, 17.59 feet to a calculated point,
2. N 46°19'48" W, 28.41 feet to a calculated point,
3. N 19°46'58" W, 14.27 feet to a calculated point,
4. N 46°19'48" W, 9.63 feet to a calculated point,
5. S 43°40'12"W, 23.43 feet to a calculated point in the said right-of-way margin, for an exterior "ell" corner of the southwest line of this tract;

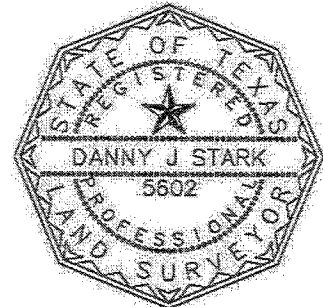
**THENCE:** N 45°43'47" W 59.11 feet along said right-of-way to a calculated point for the northwest corner of this tract;

**THENCE:** through said Williamson County tract for the northwest, northeast and southeast lines of this tract the following three (3) courses:

1. N 43°22'44" E, 37.69 feet to a calculated point for the northeast corner of this tract,
2. S 46°19'48" E, 126.17 feet to a calculated point for the southeast corner of this tract,
3. S 44°16'13" W, 39.00 feet to the **POINT OF BEGINNING** and containing 0.088 acres of land more or less.

Bearings cited herein based on: Texas State Plane Coordinate System, Grid North, Central Zone, (4203) NAD 83. This Metes and Bounds description may not be used in violation of State of Texas Local Government Code, Chapter 212 or 232, Regulations of Subdivisions. Unless this Field Note description, including preamble, seal and signature, appears in its entirety, and original form, this surveyor assumes no responsibility or liability for its accuracy. Texas Land Surveying, Inc. assumes NO liability of any kind for the misuse (illegal use) of this Field Note description.

  
\_\_\_\_\_  
Danny J. Stark, R.P.L.S. No. 5602  
State of Texas



*Texas Land Surveying, Inc.*

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