

P.O. BOX 1920
CITY OF LIBERTY HILL, TX 78642
PROP #: 193 R #: R315565

CITY OF LIBERTY HILL
P.O. BOX 1920
LIBERTY HILL, TX 78642
PRESSURE SEWER SYSTEM
GRINDER PUMP AND SERVICE EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that WILLIAMSON COUNTY, hereinafter called "Grantors"), in consideration of one dollar (\$1.00) and other good and valuable consideration paid by the City of Liberty Hill, (hereinafter called "Grantee") the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, a perpetual easement with the right to erect, construct, install, and lay and thereafter access and use, operate, inspect, repair, maintain, replace, upgrade, parallel and remove grinder pump lift station including electrical supply from the Grantor's circuit breaker panel to the grinder pump control box, pressure sewer lines, and appurtenances and any other facilities necessary to serve Grantor's property as well as the Grantee's current and future system-wide customers. The easement hereby granted shall not exceed 15 feet in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the facilities are installed, the easement herein granted shall be limited to a strip of land 15 feet in width, the center line thereof being the pipeline or a strip of land 7.5 feet in width, the center line being the electrical supply line as installed.

Grantee shall have such other rights 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 lands owned by Grantor which are contiguous to the easement; (2) the reasonable right from time to time to remove any and all paving, undergrowth and other obstructions that may injury Grantee's facilities and appurtenances or interfere with the construction, maintenance, inspection, operation, protection, repair, alteration, testing, replacement, upgrading, relocation (as above limited), substitution or removal thereof; and (3) the right to abandon-in-place any and all pressure sewer lines, service lines and associated appurtenances, such that Grantee shall have no obligation or liability to Grantor or their successors or assigns to move or remove any such abandoned lines or appurtenances.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantors by reason of the installation of the structures referred to herein and the Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damages will result from its use to Grantor's premises. This agreement together with other provisions of this grant shall constitute a covenant running with the land for the benefit of the Grantee, its successors and assigns. The Grantors covenant that they are the owners of the above described land and that said lands are free and clear of all encumbrances and liens except the following:

Grantor does hereby bind itself, its successors and assigns, to **WARRANT AND FOREVER DEFEND**, all and singular, the easement herein granted to Grantee, or Grantee's successors and assigns, against every person whomsoever claiming, or to claim, the same or any part thereof.

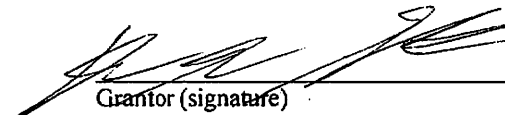
Grantor and Grantee acknowledge and agree that following the construction and installation of the grinder pump lift station, pressure sewer lines and appurtenances described herein above, the description for the easement herein granted will be replaced by an "on the ground" metes and bounds survey and sketch which denotes the as-built location of the grinder pump lift station, the course of the pressure sewer lines and other related appurtenances. Said survey will be paid for by the Grantor. The Grantor and Grantee shall execute and record a new easement, which contains both the "on the ground" metes and bounds survey and sketch and the same general terms and conditions set forth herein. Upon recording of the new easement in the Official Records of Williamson County, Texas, this original easement shall have no further force or effect and shall for all purposes be supplanted by the new recorded easement.

P.O. BOX 1920
CITY OF LIBERTY HILL, TX 78642
PROP #: _193_ R #: _R315565_

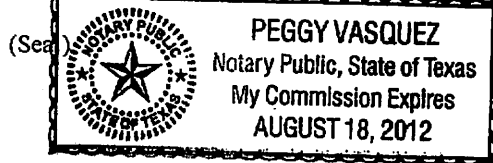
Property Address Legal Description: [as indicated by Appraisal District]:
SMITH'S ADDITION TO LIBERTY HILL TEXAS (AKA AMANDA E. SMITH ADDN), BLOCK 7, LOT 4-6,
ACRES 0.21

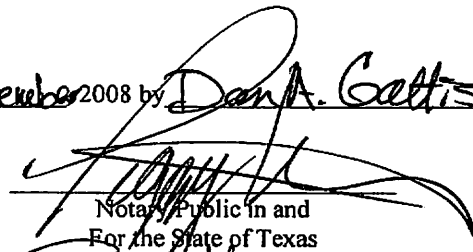
Also known as: [physical address if available]:
RR 1869 FM, Liberty Hill, TX 78642

Deed reference [if available] Deed Date _____ Book _____ Page _____


Grantor (signature) _____ Date 9/2/08 Title County Judge
Dan A. Gattis
Printed Name (s)

This instrument was acknowledged before me on 2nd September 2008 by Dan A. Gattis




Notary Public in and
For the State of Texas
Peggy Vasquez
Print or Type Name of Notary Public
My Commission Expires 8/18/2012

For the City of Liberty Hill Date

BEFORE ME, the undersigned authority, on this day personally appeared Charles Canady, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same as Mayor Pro Tem for the purposes and consideration therein expressed on behalf of the City of Liberty Hill Texas in the capacity stated.

GIVEN UNDER MY HAND and seal of office this _____ day of _____ 2008 A.D.

(Seal)

Notary Public in and
For the State of Texas

Print of Type Name of Notary Public
My Commission Expires