

## WATER LINE EASEMENT

**STATE OF TEXAS** §  
§  
**COUNTY OF WILLIAMSON** §

DATE: \_\_\_\_\_, 2010

**GRANTOR: WILLIAMSON COUNTY, TEXAS**

**GRANTOR'S MAILING ADDRESS:** County Judge  
710 Main Street, Suite 101  
Georgetown, Texas 78626

**GRANTEE:** Chisholm Trail Special Utility District, a conservation and reclamation district of the State of Texas

**GRANTEE'S MAILING ADDRESS:** P. O. Box 249  
Florence, Texas 76527

**CONSIDERATION:** Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

**GRANT:** Grantor, for the CONSIDERATION paid to Grantor by Grantee, hereby grants, sells, and conveys to Grantee a permanent easement and right-of-way (the "Water Line Easement") in, upon, under, over the Water Line Easement Tract (hereinafter defined), together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold to Grantee and Grantee's successors and assigns forever. The easement, right-of-way, rights, and privileges herein granted shall be used for the purposes of excavating for, laying, constructing, placing, operating, maintaining, reconstructing, replacing, rebuilding, upgrading, renewing, removing, inspecting, patrolling, changing, modifying, or repairing the PROJECT (as hereinafter defined), or any part of the PROJECT, and making connections therewith.

**DESIGNATION OF COURSE:** The "Water Line Easement Tract" is defined as a tract of land upon, across, over and under the following described real property:

All of that certain 0.069 acre of land, more or less, out of the John B. Robinson Survey, Abstract No. 521, and being more particularly described by metes and bounds and sketch attached hereto as Exhibit A, said exhibit being incorporated herein by reference for all purposes (Parcel 12WE).

**PROJECT:** Multiple water lines and all necessary or desirable facilities, equipment and appurtenances thereto including, without limitation, valves, meters and communication lines and related facilities. In the event Grantor constructs an additional water line or lines in the future after construction of an initial water line, any such line or lines shall be constructed adjacent to and generally parallel with the first water line laid by Grantee within the Water Line Easement.

**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 area encompassed by the Water Line Easement 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 improvements, undergrowth and other obstructions that may injure Grantee's facilities and appurtenances in the Water Line Easement Tract or materially interfere with the exercise of Grantee's authorized rights; and (3) the right to abandon-in-place any and all water supply 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.

**Obligation of Grantee:** By acceptance of this grant and utilization of any rights granted hereby, Grantee agrees that it will at all times, after doing any work pursuant to the rights hereby granted, restore the surface of the Waterline Easement Tract to substantially the same condition as existed prior to such work taking into consideration the nature of the work being performed; and that Grantee will not do any act, or fail to do any act, that will be detrimental or create a hazard to the surface of the lands covered thereby or to the use thereof. 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.

**Rights of Grantor:** Grantor shall have the right to abate any unauthorized use of the Water Line Easement by Grantee by any lawful method. Grantor, its successors and assigns shall retain the right to use the surface of the lands within the boundary lines of the Waterline Easement Tract, including, but not limited to, for the construction of roads, driveways, curbs, sidewalks, fences, and light poles; provided, however, that (1) no buildings, water quality or detention or similar drainage features, or permanent structures of any kind shall be placed, erected or maintained thereon; (2) such improvements shall not damage facilities located within, or materially interfere with Grantee's use and enjoyment of, the Waterline Easement Tract; and (3) except as otherwise provided in this document, only subsurface utilities which cross perpendicular to, rather than run parallel with, the Project facilities, and which do not otherwise directly or indirectly interfere with, interrupt or impair Grantee's use of the Water Line Easement and rights hereunder, and that do not directly or indirectly interfere with or damage the Project facilities, may be located within the Waterline Easement Tract. Grantee agrees to repair damages that it causes to any of Grantor's authorized improvements within the Waterline Easement Tract. Grantee shall not be responsible for damage it causes to unauthorized improvements within the Waterline Easement Tract.



**Representations of Grantor:** Grantor represents, covenants and warrants that it has full power and authority to enter into this instrument and to convey the Water Line Easement to Grantee.

**Exclusivity:** Grantee's easement rights within the Waterline Easement Tract shall be exclusive, with the exception of use by Pedernales Electric Cooperative for electric facilities, or other permitted uses that are authorized in writing by grantee, or as otherwise permitted or authorized by Grantee in writing.

**Habendum:** To HAVE AND HOLD the Water Line 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 Water Line 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 Waterline Easement Tract, 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.

**Covenant of Grantor:** Grantor covenants that Grantor is the owner of the Waterline Easement Tract and that the person signing this instrument is authorized to execute the same on behalf of the owner or all the owners of all such real property.

IN WITNESS WHEREOF, the GRANTOR has executed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

GRANTOR:

WILLIAMSON COUNTY, TEXAS

By: 

Dan A. Gattis, County Judge

**Acknowledgement**

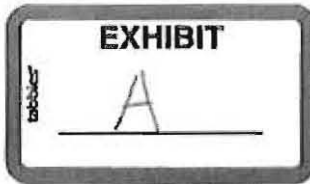
STATE OF TEXAS           §  
                                  §  
COUNTY OF WILLIAMSON   §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2010, by Dan A. Gattis, Williamson County Judge, in the capacity and for the purposes and consideration recited herein.

(Seal and Expiration)

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

After recording return to:  
Sheets & Crossfield, P.C.  
309 E. Main St.  
Round Rock, Texas 78664



STATE OF TEXAS  
COUNTY OF WILLIAMSON

WATERLINE  
EASEMENT

0.069 ACRE OF LAND SITUATED IN  
JOHN B. ROBINSON SURVEY  
ABSTRACT 521  
WILLIAMSON COUNTY, TEXAS

### LEGAL DESCRIPTION

DESCRIPTION OF A 0.069 ACRE (3,020 SQUARE FEET) TRACT SITUATED IN THE JOHN B. ROBINSON SURVEY, ABSTRACT 521, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF THAT CALLED 1.00 ACRE TRACT AS DESCRIBED IN A WARRANTY DEED WITH VENDOR'S LIEN TO RUSSELL U. JONES AND RECORDED IN DOCUMENT NO. 199944197 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a 1/2-inch iron rod with aluminum cap stamped "SAM INC." found at the intersection of the proposed east right-of-way line of U.S. Highway 183, a varying width right-of-way, and the north line of said 1.00 acre tract, same being a south line of a called 86.070 acres tract as described in a General Warranty Deed to 5WS, LP and recorded in Document No. 2007079117 of the Official Public Records of Williamson County, Texas;

**THENCE** leaving said proposed east right-of-way line of U.S. Highway 183, with said north line of the 1.00 acre tract and a said south line of the 86.070 acres tract, N69°05'42"E a distance of 20.33 feet;

**THENCE** leaving said north line of the 1.00 acre tract and a said south line of the 86.070 acres tract, crossing said 1.00 acre tract, S31°12'18"E a distance of 93.73 feet to a point in the east line of said 1.00 acre tract, same being the west line of said 86.070 acres tract;

**THENCE** with said east line of the 1.00 acre tract and said west line of the 86.070 acres tract, S20°58'25"E a distance of 113.00 feet to a point being the intersection of said proposed east right-of-way line of U.S. Highway 183 and said east line of the 1.00 acre tract and said west line of the 86.070 acres tract;

**THENCE** leaving said east line of the 1.00 acre tract and said west line of the 86.070 acres tract, crossing said 1.00 acre tract with said proposed east right-of-way line of U.S. Highway 183 the following two (2) courses and distances:

1. with the arc of a curve to the left a distance of 30.92 feet, said curve having a radius of 6700.00 feet, a central angle of 00°15'52", and a chord bearing N31°04'22"W a distance of 30.92 feet to a 1/2-inch iron rod with aluminum cap stamped "Texas Dept. of Trans." found for a point of tangency, and



2. N31°12'18"W a distance of 177.66 feet to said **POINT OF BEGINNING** and containing 0.069 acre.

THE STATE OF TEXAS

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**KNOW ALL MEN BY THESE PRESENTS:**

COUNTY OF TRAVIS

That I, Dan H. Clark, a Registered Professional Land Surveyor, do hereby state that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground during the month of August 2009.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 19th day of August 2009, A.D.

Halff Associates, Inc.  
4030 West Braker Lane  
Suite 450  
Austin, Texas 78759



  
Dan H. Clark  
Registered Professional Land Surveyor  
No. 6011 – State of Texas

**ADDITIONAL NOTES:**

1. Bearings shown hereon are based on the Texas State Plane Coordinates System, NAD 83, Central Zone, using a combined surface adjustment factor of 1.00012. Distances shown hereon are surface distances.
2. This description has been prepared as a result of a survey completed in August of 2009 and is submitted in connection with a survey drawing prepared by Halff Associates, Inc. titled S301-IS(12)-26974.dgn, dated August 19, 2009, AVO No. 26974.
3. See Texas Department of Transportation Right-of-Way map CCSJ No. 0151-04-063/064 for detailed information regarding United States Highway 183.

GRAPHIC SCALE 1"=50'



- LEGEND:**
- 1/2" IRON ROD FOUND W/CAP 'TXDOT'
  - △ CALCULATED POINT
  - O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS OF WILLIAMSON CO., TX
  - P.R.W.C.T. PLAT RECORDS OF WILLIAMSON CO., TX.
  - D.R.W.C.T. DEED RECORDS OF WILLIAMSON CO., TX.
  - P.O.B. POINT OF BEGINNING
  - ( ) RECORD INFORMATION

5WS, L.P.  
CALLED 86.070 ACRES  
DOC. NO. 2007079117  
O.P.R.W.C.TX.

P.O.B.  
(SAM INC)

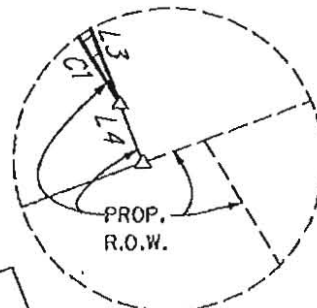
PROPOSED WATER  
LINE ESMT.  
0.069 AC.  
3,020 SQ. FT.

RUSSELL U. JONES  
CALLED 1.00 ACRES  
DOC. NO. 199944197  
O.P.R.W.C.TX.

JOHN B. ROBINSON SURVEY,  
ABSTRACT NO. 521

U.S. 183  
CS-1 0151-04-063/055  
NAD83 (R.A.R.)

DETAIL 'A'  
N.T.S.



LINE	BEARING	DISTANCE
L1	N 69° 05' 42" E	20.33'
L2	S 31° 12' 18" E	93.73'
L3	S 20° 58' 25" E	113.00'
L4	S 20° 58' 25" E	3.22'

CURVE	RADIUS	DELTA	LENGTH	BEARING	DISTANCE
C1	6700.00'	00° 15' 52"	30.92'	N 31° 04' 22" W	30.92'



**HALFF**

4090 WEST BRAKER LANE, SUITE 450  
AUSTIN, TEXAS 78759-5356  
TEL (512) 252-8184  
FAX (512) 252-8141

PARCEL 12  
SKETCH TO ACCOMPANY DESCRIPTION

HALFF AVO:  
26974

DATE:  
8/19/2009

ACCOMPANYING FILE NAME:  
SV-LD-P12-26974.dwg

SKETCH BY:  
KKH

3,020 SQUARE FEET  
~ 0.069 ACRE  
SITUATED IN THE  
JOHN B. ROBINSON SURVEY,  
ABSTRACT NO. 521  
WILLIAMSON COUNTY, TEXAS

AUS/7C-XP3040-B-SX1LDT

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