

WATER LINE EASEMENT

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

DATE: _____, 2011

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, or tracts, of land upon, across, over and under the following described real property:

All of that certain 0.022 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 20WE); and

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 _____, 2011.

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 _____, 2011, 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

0.022 ACRE SITUATED IN
JOHN B. ROBINSON SURVEY
ABSTRACT 521
WILLIAMSON COUNTY, TEXAS

LEGAL DESCRIPTION

DESCRIPTION OF A 0.022 ACRE (943 SQUARE FEET) TRACT SITUATED IN THE JOHN B. ROBINSON SURVEY, ABSTRACT 521, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF A 3.910 ACRES TRACT, ACCORDING TO A SPECIAL WARRANTY DEED TO WILLIAMSON COUNTY AND RECORDED IN DOCUMENT NO. 2008061802 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at 5/8-inch iron rod with aluminum cap stamped "SAM INC" found at the intersection of the proposed east right-of-way line of US Highway 183, a varying width right-of-way, with the north line of a called 21.543 acres tract as described in a Special Warranty Deed to Mark Mason and recorded in Document No. 2007021744 of the Official Public Records of Williamson County, Texas, same being the south line of a called 19.758 acres tract as described in a Special Warranty Deed to Michael W. Mason and recorded in Document No. 2007021745 of said Official Public Records of Williamson County, Texas, for the southeast corner of said 3.910 acres tract;

THENCE with the north line of the said 21.543 acres tract and the south line of said 19.758 acres tract, same being the south line of said 3.910 acres tract, S69°09'35"W a distance of 184.75 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF ESMT" set, and from which a 1/2 inch iron rod with plastic cap stamped "3DS Land Surveyors" found in the existing east right-of-way line of US183, a varying width right-of-way, for the northwest corner of said 21.543 acres tract and the southwest corner of said 3.910 acres tract, same being the southwest corner of said 19.758 acres tract, bears S69°09'35"W a distance of 101.93 feet;

THENCE leaving said north line of the 21.543 acres tract, the south lines of said 19.758 acres and said 3.910 acres tracts, crossing said 3.910 acres and said 19.758 acres tracts, N65°59'17"E a distance of 184.50 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF ESMT" set in said proposed east right-of-way line of US183, same being the east line of said 3.910 acres tract, for a non-tangent point of curvature to the left, and from which a 5/8 inch iron rod with aluminum cap stamped "SAM INC" found for an angle point in said proposed east right-of-way line of US183 and said east line of the 3.910 acres tract, bears 176.00 feet along a curve to the right, said curve having a radius of 1,980.00 feet, a central angle of 00°30'33", and a chord bearing N23°32'49"W a distance of 176.00 feet;

CONTINUING across said 19.758 acres tract, with said proposed east right-of-way line of US183 and said east line of the 3.910 acres tract, along the arc of said curve to the left a distance of 10.22 feet, said curve having a radius of 1,980.00 feet, a central angle of 00°01'46", and a chord bearing S23°48'59"E a distance of 10.22 feet, to said **POINT OF BEGINNING** and containing 0.022 acre (943 square feet).

THE STATE OF TEXAS

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KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TRAVIS

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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 February 2010.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 18th day of February 2011, A.D.

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



 2/18/2011
Dan H. Clark
Registered Professional Land Surveyor
No. 6011 – State of Texas

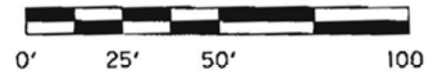
ADDITIONAL NOTES:

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 February of 2010 and is submitted in connection with a survey drawing prepared by Halff Associates, Inc. titled S301-IS(20)-26974.dgn, dated February 18, 2011, 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.

LEGEND:

- 5/8" IRON ROD FOUND W/CAP 'SAM INC' (UNLESS NOTED)
- △ 1/2" IRON ROD SET W/'HALFF ESMT' CAP
- CALCULATED POINT
- D.R.W.C.TX. DEED RECORDS OF WILLIAMSON CO., TX.
- O.P.R.W.C.TX. OFFICIAL PUBLIC RECORDS OF WILLIAMSON CO., TX.
- P.O.B. POINT OF BEGINNING
- () RECORD INFORMATION

GRAPHIC SCALE 1"=50'



MICHAEL W. MASON
CALLED 19.758 ACRES
DOC. NO. 2007021745
O.P.R.W.C.TX.

P.O.B.

C2

PROP. R.O.W.

PROP. R.O.W.

PROPOSED WATER
LINE ESMT.
0.022 AC.
943 SQ. FT.

WILLIAMSON COUNTY
3.910 ACRES
DOC. NO. 2008061802
O.P.R.W.C.TX.

MARK MASON
CALLED 21.543 ACRES
DOC. NO. 2007021744
O.P.R.W.C.TX.

JOHN B. ROBINSON SURVEY,
ABSTRACT NO. 521

15' CHISHOLM WATERLINE ESMT.
VOL. 979, PG. 225
D.R.W.C.TX.

EXISTING R.O.W.

(1/2" 3DS LAND SURVEYORS)

EXISTING R.O.W.

U.S. 183
C.C.S.J. 0151-04-063/064
(VARIABLE WIDTH R.O.W.)

CURVE	RADIUS	DELTA	LENGTH	BEARING	DISTANCE
C1	1980.00'	00° 01' 46"	10.22'	S 23° 48' 59" E	10.22'
C2	1980.00'	00° 30' 33"	176.00'	N 23° 32' 49" W	176.00'



HALFF

4030 WEST BRAKER LANE, SUITE 450
AUSTIN, TEXAS 78759-5356
TEL (512) 252-8164
FAX (512) 252-8141

PARCEL 20
SKETCH TO ACCOMPANY DESCRIPTION

HALFF AVO:
26974

DATE:
2/18/2011

ACCOMPANYING FILE NAME:
SV-LD-P20-26974.doc

SKETCH BY:
KKH

943 SQUARE FEET
~ 0.022 ACRE
SITUATED IN THE
JOHN B. ROBINSON SURVEY,
ABSTRACT NO. 521
WILLIAMSON COUNTY, TEXAS

211_181235_8-5x11_FW.dwg

Design

den

26974.dgn

Survey

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