

WATER FACILITIES EASEMENT

STATE OF TEXAS

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KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF WILLIAMSON

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This Water Line Easement is made between **COUNTY OF WILLIAMSON, TEXAS**, a political subdivision of the State of Texas, (hereinafter referred to as "Grantor"), and **BRUSHY CREEK MUNICIPAL UTILITY DISTRICT**, a political subdivision of the State of Texas (hereinafter referred to as "Grantee").

1. For the good and valuable consideration described in Paragraph 2 below, Grantor hereby GRANTS, SELLS, and CONVEYS to Grantee, and Grantee's successors and assigns, a non-exclusive easement (the "Easement") for the placement, construction, operation, repair, maintenance, inspection, replacement, upgrade, rebuilding and/or removal of water system facilities, equipment and appurtenances (collectively, the "Facilities") on, over, under, and across the following described property of the Grantor, to wit:

2,439 square feet of land described in eleven (11) parts on **Exhibit "A"**, which is attached hereto and incorporated herein (herein sometimes referred to as the "Easement Area").

2. The Easement and the rights and privileges herein conveyed, are granted for and in consideration of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt and sufficiency of which are hereby acknowledged and confessed.
3. The Easement, with its rights and privileges, shall be used only for the purpose of: (i) placing, constructing, operating, repairing, maintaining, inspecting, rebuilding, replacing, upgrading, and/or removing the Facilities in connection with Grantee's operation of waterline improvements in an adjacent easement area granted to Grantee under Document No. 2006031264; and (ii) for maintaining the Easement Area by clearing and removing vegetation and debris. Grantee acknowledges and agrees that in no event shall the rights of Grantee in the Easement include any other types of rights, interests or use(s) other than such rights, interests or use(s) as specifically set forth herein.
4. Grantee shall not, without the prior written consent of Grantor, which shall not be unreasonably withheld, grant, transfer or otherwise assign any right or interest which Grantee receives under this instrument to any individual or entity who is not a party hereto. Any permitted assignment of this Easement and of the rights of the Grantee hereunder shall include an express assumption by the permitted assignee of the obligations set forth herein, and any such permitted assignment and assumption will release assignor of its rights and obligations hereunder to the extent assumed.

5. The duration of the Easement shall be perpetual; provided, however, Grantee acknowledges and agrees that in the event, after installation of the Facilities, Grantee ceases to use the Facilities and abandons the Easement Area for a period of at least twelve (12) consecutive calendar months, all rights, title and interests granted to Grantee hereunder shall terminate and revert back to Grantor. In the event of such termination and reversion, Grantee shall execute an instrument of release, in recordable form, and deliver same to Grantor promptly upon Grantor's written request to Grantee.
6. The Easement and the rights and privileges granted by this instrument are NON-EXCLUSIVE. However, Grantor and Grantor's successors and assigns shall not use the Easement Area in any manner or convey any other easement, license, or conflicting right to use the Easement Area for any purpose which will directly interfere with or prevent Grantee's use thereof or that would otherwise damage the Facilities.
7. Grantor shall retain full use of the Easement Area for any purpose not inconsistent with or otherwise prohibited by the terms of this instrument.
8. Should Grantee or Grantee's agents, in the exercise of Grantee's rights hereunder, ever damage Grantor's property, whether it be real or personal property that is located within the Easement Area or within areas adjoining the Easement Area, Grantee shall be liable for such damage and Grantee shall be obligated to promptly repair the damaged property as close as reasonably practicable to its prior condition.
9. The terms of this instrument shall be binding upon Grantor, and Grantor's successors and assigns; shall bind and inure to the benefit of the Grantee and any successors or permitted assigns of Grantee; and shall be deemed to be a covenant running with the land.
10. This instrument contains the entire agreement between the parties relating to its subject matter. Any oral representations or modifications concerning this Easement shall be of no force and effect. Any subsequent amendment or modification must be in writing and agreed to by Grantor and Grantee.
11. Grantor and Grantor's successors and assigns are and shall be bound to WARRANT and FOREVER DEFEND the Easement and the rights conveyed in this instrument to Grantee and Grantee's successors and assigns, against every person lawfully claiming or to claim all or any part thereof, by, through or under Grantor, but not otherwise, subject to the terms and provisions hereof and all matters of record or visible and apparent on the ground, to the extent same are valid, subsisting and affect the Easement Area.

* * *

(signature pages follow)

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on this ____ day of _____, 20____.

GRANTOR:

By: 

Dan A. Gattis
Williamson County Judge

6-24-11

ACKNOWLEDGMENT

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the _____ day of _____, 20____, by DAN A. GATTIS, County Judge of the County of Williamson, a political subdivision of the State of Texas, on behalf of said political subdivision.

Notary Public, State of Texas

Grantee on this _____ day of _____, 20____ hereby accepts the Easement subject to the terms and conditions hereof:

GRANTEE:

**BRUSHY CREEK MUNICIPAL
UTILITY DISTRICT**

By:

Bob Grahl, President

ACKNOWLEDGMENT

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the ____ day of _____, 20____, by _____, _____ of the Board of Directors of Brushy Creek Municipal Utility District, a political subdivision of the State of Texas, on behalf of said political subdivision.

Notary Public, State of Texas

AFTER RECORDING, RETURN TO GRANTEE:

Brushy Creek Municipal Utility District
c/o Mike Petter
16318 Great Oaks Drive
Round Rock, Texas 78681