

## WASTEWATER LINE EASEMENT

STATE OF TEXAS

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KNOW ALL MEN BY THESE PRESENTS:

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COUNTY OF WILLIAMSON

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This Wastewater Line Easement is made between **COUNTY OF WILLIAMSON, TEXAS**, a political subdivision of the State of Texas, (hereinafter referred to as "Grantor"), **HIGHLANDS AT MAYFIELD RANCH MUNICIPAL UTILITY DISTRICT**, a political subdivision of the State of Texas (herein referred to as "Grantee"), and, for purposes of Paragraph 4 below, **BRUSHY CREEK MUNICIPAL UTILITY DISTRICT**, a political subdivision of the State of Texas (herein referred to as "Brushy Creek MUD").

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 wastewater lines and related underground (and to the extent reasonably necessary, above ground) facilities and appurtenances (collectively, the "Facilities") on, over, under, and across the following described property of the Grantor, to wit:

The land described in 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 placing, constructing, operating, repairing, maintaining, inspecting, rebuilding, replacing, upgrading, and/or removing the Facilities, and, except as provided in Paragraph 10 below, 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 and Brushy Creek MUD acknowledge that a portion of the Easement Area is located within the Easement for Water Facilities granted to Brushy Creek MUD of record under Document No. 2006031264, Official Public Records of Williamson County, Texas, as amended (the "Brushy Creek MUD Easement"). In accordance with the Brushy Creek MUD Easement, Grantee and Brushy Creek MUD agree as follows:

- a. Brushy Creek MUD consents to this Easement and the installation and construction of the Facilities contemplated hereby, subject to the provisions of this Paragraph 4.
  - b. The general location of the Facilities is identified in Exhibit "B" attached hereto.
  - c. Grantee shall submit the plans and specifications for the Facilities to Brushy Creek MUD for review and administrative approval prior to solicitation of bids or commencement of construction thereof, and Brushy Creek MUD's approval shall not be unreasonably denied, delayed, or withheld, it being agreed that Grantee shall modify its plans and specifications as reasonably requested by Brushy Creek MUD to avoid conflict with the water line improvements and related appurtenances previously constructed by Brushy Creek MUD under the Brushy Creek MUD Easement (the "Brushy Creek MUD Improvements").
  - d. Grantee shall provide not less than 24 hours notice to Brushy Creek MUD prior to commencement of construction of the Facilities so that Brushy Creek MUD may have an inspector present during construction. If, during construction of the Facilities, it is determined that any of the Facilities would conflict with any of the Brushy Creek MUD Improvements, then Grantee shall adjust the Facilities as reasonably necessary to avoid conflict with the Brushy Creek MUD Improvements.
  - e. In the event that construction of the Facilities or any subsequent action taken by (or on behalf of) Grantee with respect to the operation, maintenance, repair, or replacement of the Facilities requires the repair, replacement, or relocation of any Brushy Creek MUD Improvements, then Grantee will be responsible for, and will pay, all costs associated therewith.
5. 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.
  6. 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.

7. 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.
8. Grantor shall retain full use of the Easement Area for any purpose not inconsistent with or otherwise prohibited by the terms of this instrument.
9. 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.
10. Grantee agrees that no Hardwood Tree, within the Easement Area or on the areas adjoining the Easement Area, shall be cut, damaged or otherwise disturbed without the Grantor's prior written permission; however, cedar trees, brush, sprouts and small saplings may be cut, it being provided that all such cedar trees, brush, sprouts and small saplings shall be removed from the Grantor's property. For purposes of this section, a "Hardwood Tree" means a hardwood tree having a trunk that is two (2) inches in diameter or larger, measured two (2) feet above the ground. In the event that Grantee or Grantee's agents and/or contractors need to cut, damage or otherwise disturb a Hardwood Tree in the Easement Area or on the areas adjoining the Easement Area, Grantee shall notify Grantor of such need and request prior written permission from Grantor to do so; and, after receiving Grantee's request, Grantor shall either grant or deny Grantee's request.
  - a. In the event Grantor grants its prior written permission for Grantee or Grantee's agents and/or contractors to cut, damage or otherwise disturb a Hardwood Tree in the Easement Area or on the areas adjoining the Easement Area, Grantee shall pay Grantor an amount equal to \$150 per caliper inch per Hardwood Tree that is cut, damaged or otherwise disturbed. The foregoing will not apply to any Hardwood Tree installed within the Easement Area by or on behalf of Grantor following installation of the Facilities without Grantee's prior written agreement.
  - b. In the event Grantor has not granted its prior written permission for Grantee or Grantee's agents and/or contractors to cut, damage or otherwise disturb a Hardwood Tree in the Easement Area or on the areas adjoining the Easement Area, Grantee shall pay Grantor an amount equal to \$300 per caliper inch per Hardwood Tree that is cut, damaged or

otherwise disturbed. The foregoing will not apply to any Hardwood Trees installed within the Easement Area by or on behalf of Grantor following installation of the Facilities without Grantee's prior written agreement.

11. 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.
12. Grantee agrees that in order to provide maximum protection to an existing cave (Choya-N30° 33.004' W097° 45.545'), which is in proximity to the wastewater line that will be situated within the Easement, Grantee shall double the erosion and sedimentation material surrounding such line and enclose the wastewater line in a larger diameter pipe in order to route any possible spills away from the said cave. Such preventative measures shall be implemented for a distance that is mutually agreed upon by Grantee and Grantor prior to the installation of the Facilities in the Easement.
13. 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 Grantee and Brushy Creek MUD with respect to Paragraph 4, or by Grantor and Grantee with respect to any other provision hereof.
14. 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 permitted 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.
15. Grantor and Grantee acknowledge and understand that, in connection with the construction and installation of the Facilities, Grantee will be required to maintain a minimum distance between the Facilities and either (a) the Brushy Creek MUD Improvements, or (b) certain water facilities to be constructed by Grantee between the Facilities and the Brushy Creek MUD Improvements pursuant to a separate easement from Grantor, and that, depending on the actual location of the Brushy Creek MUD Improvements, it may be necessary to shift a portion of the Facilities outside the Easement Area as originally contemplated and attached hereto. Accordingly, Grantor and Grantee agree that, following the final construction and installation of the Facilities, the Easement Area will be adjusted, if and to the extent necessary, based on the as-built location of the Facilities such that all portions of the Facilities are located within the Easement Area, it being understood and agreed that the Easement Area will not exceed ten feet in width at any given point. Grantee shall: (i) prior to solicitation of bids or commencement

of construction of the Facilities submit the plans and specifications for the Facilities to Grantor for review and administrative approval of the general routing of the Facilities, and Grantor's approval shall not be unreasonably denied, delayed, or withheld; and (ii) provide not less than 24 hours notice to Grantor prior to commencement of construction of the Facilities so that Grantor may have an inspector present during construction. Upon final completion and installation of the Facilities, Grantee will provide Grantor with a copy of the as-built construction plans for the Facilities, and, if an adjustment of the Easement Area is necessary based on the actual location of the Facilities, as constructed, an amendment to this Easement containing a metes and bounds description of the revised Easement Area may be recorded upon the administrative approval of the engineer and attorney for both Grantor and Grantee without further action by the governing bodies of Grantor and Grantee.

\* \* \*

[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

*L. 24-01*

**ACKNOWLEDGMENT**

**STATE OF TEXAS**

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**COUNTY OF WILLIAMSON**

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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

By its execution below, Brushy Creek MUD consents to this Easement and the installation and construction of the Facilities contemplated hereby.

**BRUSHY CREEK MUD:**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Representative Capacity: \_\_\_\_\_

**ACKNOWLEDGMENT**

**STATE OF** \_\_\_\_\_ **§**

**COUNTY OF** \_\_\_\_\_ **§**

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 \_\_\_\_\_

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

**GRANTEE:**

**HIGHLANDS AT MAYFIELD RANCH  
MUNICIPAL UTILITY DISTRICT**

By: \_\_\_\_\_  
\_\_\_\_\_,  
Board of Directors

**ACKNOWLEDGMENT**

**STATE OF TEXAS           §**

**COUNTY OF TRAVIS       §**

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_ 2010, by \_\_\_\_\_, \_\_\_\_\_ of the Board of Directors of Highlands at Mayfield Ranch 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:**

Highlands at Mayfield Ranch Municipal Utility District  
c/o Sue Brooks Littlefield  
Armbrust & Brown, L.L.P.  
100 Congress Ave., Ste. 1300  
Austin, Texas 78701