

PARTIAL ASSIGNMENT OF EASEMENT

THE STATE OF TEXAS)
) **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF WILLIAMSON)

WHEREAS, Brushy Creek Municipal Utility District (the "District") holds that certain Wastewater and Access Easement, recorded at Volume 1492, Page 956 of the Official Property Records of Williamson County, Texas (the "Brushy Creek MUD Easement"); and

WHEREAS, the Brushy Creek MUD Easement granted the District an easement and right-of-way for the construction and maintenance of wastewater lines and access roads in, upon and across certain property described therein; and

WHEREAS, Williamson County (the "County") desires that the District partially assign its rights under the Brushy Creek MUD Easement to the County, and the District is willing to partially assign such rights in accordance with the terms and limitations of this instrument (the "Assignment").

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the District and the County (collectively, the "Parties") agree as follows:

1. The District hereby ASSIGNS, TRANSFERS, and CONVEYS to the County, its successors and assigns, all necessary or useful rights and interests under the Brushy Creek MUD Easement for the purposes of constructing, installing, operating, maintaining, inspecting, repairing, reconstructing and rebuilding a road and related appurtenances (the "Roadway Facilities").
2. The District further assigns to County an absolute right of ingress and egress over and across the Brushy Creek MUD Easement for the purposes of exercising all rights under this Assignment, including, but not limited to, construction, installation, operations, maintenance, inspection, reconstruction and rebuilding of the Roadway Facilities and appurtenances thereto, now and in the future; provided, however, that

County shall not damage the District's facilities located within, or materially interfere with the District's use and enjoyment of, the Brushy Creek MUD Easement. The County agrees to promptly repair damages that it causes to any of the District's improvements within the Brushy Creek MUD Easement, and in the event it fails to do so, the County agrees to reimburse all costs and expenses incurred by the District in connection with repairing damage caused by the County to the District's improvements.

3. The County agrees to maintain the Roadway Facilities in good condition at all times and suitable for their intended purpose.
4. Subject to Section 5 below, the Parties agree not to take any actions, or to convey or assign any rights under the Brushy Creek MUD Easement or this Assignment, to others that would damage either Party's facilities, or interfere with either Party's use or enjoyment of its easements rights within the Brushy Creek MUD Easement.
5. In connection with the assignment of rights hereunder, the Parties agree as follows:
 - a. As part of the initial construction of the Roadway Facilities and prior to allowing any public access on such facilities, the County agrees to furnish and install a gate, of a design and type approved by the District, at the location identified in Exhibit "A" attached hereto, at the County's sole cost and expense. The purpose of the gate improvements is to ensure that the District retains access to its wastewater lift station improvements, and that the public cannot gain access to such improvements from the Roadway Facilities.
 - b. The District agrees that the County may, at its sole cost and expense, remove the existing road improvements within the area identified on Exhibit "A" attached hereto for purposes of terminate access to Highway 620.
6. Not later than seven (7) days prior to commencement of construction of the Roadway Facilities, the County shall submit to the District construction plans for the Roadway Facilities for review and approval, which approval shall not be unreasonably withheld or delayed. The County shall also provide not less than 48 hours prior written notice of the

commencement of construction of the Roadway Facilities, and otherwise coordinate with the District to provide an opportunity for a representative of the District to be present during construction activities.

7. The District retains all rights to the Brushy Creek MUD Easement. The County shall comply with all terms, conditions and limitations in the Brushy Creek MUD Easement, and to the extent authorized by law, the County shall indemnify, defend and hold harmless the District, its successors and assigns, from and against any and all liens, claims, debts, charges, damages, losses, penalties, and expenses, including reasonable attorney's fees, for the defense thereof, which may be asserted against the District or incurred by the District, or its successors and assigns, resulting or arising out of the County's construction on, or use of, the Brushy Creek MUD Easement, including those arising out of public use of the Roadway Facilities; provided, however, this obligation shall not be construed to require the County or its successors and assigns to indemnify, defend or hold harmless the District in connection with any claims or asserts that arise out of the sole negligence or willful misconduct of the District.
8. The District disclaims any warranty, guaranty or representation concerning the Brushy Creek MUD Easement, including its suitability for any uses intended by the County, and the County agrees, by its acceptance of this Assignment, that it is relying solely on its own investigation of the Brushy Creek MUD Easement, and not on any information provided by the District.
9. This Assignment embodies the entire agreement between the Parties, and supersedes all prior agreements and understandings, if any, relating to the subject matter hereof.
10. The terms of this Assignment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.
11. To facilitate execution, this Assignment may be executed in any number of counterparts, and it will not be necessary that the signatures of all parties be contained on any one counterpart. All executed counterparts of this Assignment will be deemed to be originals, but all such counterparts, when taken together, will constitute one and the same instrument.

SIGNED AND DELIVERED this 8th day December, 2011.

ASSIGNOR:
BRUSHY CREEK MUNICIPAL DISTRICT

By: Bob Grahl
Name: Bob Grahl
Title: Board President

AGREED BY ASSIGNEE:
WILLIAMSON COUNTY

By: DAW A GATTI
Name: DAW A GATTI
Title: County Judge
12-22-2011

After recordation, please mail to:

Mr. Charlie Crossfield
Sheets & Crossfield
309 E. MAIN ST
RR, TX 78664

STATE OF TEXAS)
) ACKNOWLEDGMENT
COUNTY OF WILLIAMSON)

 This instrument was acknowledged before me on the 8th day of
December, 2011, by Bob Grahl, in his/her capacity as
Board President of Brushy Creek Municipal Utility District, a
political subdivision of the State of Texas, on behalf of the district.

Notary Public, State of Texas

STATE OF TEXAS)
) ACKNOWLEDGMENT
COUNTY OF WILLIAMSON)

 This instrument was acknowledged before me on the _____ day of
_____, 2011, by _____, in his/her capacity as
_____ of Williamson County, a political subdivision
of the State of Texas, on behalf of the county.

Notary Public, State of Texas