

WASTEWATER EASEMENT

THE STATE OF TEXAS

§

KNOW ALL BY THESE PRESENTS:

COUNTY OF WILLIAMSON

§

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That Williamson County, a political subdivision of the State of Texas,, (hereinafter referred to as "Grantor"), for and in consideration of the sum of \$10.00 and other good and valuable consideration paid by the City of Austin, Texas, a political subdivision of the State of Texas (hereinafter referred to as "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby GRANT, SELL and CONVEY unto Grantee a perpetual easement and right-of-way to construct, install, operate, maintain, inspect, repair, and remove a wastewater system and lines, together with all necessary lines, pipes, conduits, valves, vaults, manholes, ventilators, and other equipment, improvements, accessories and appurtenances or operations thereto, under and across the following described property of Grantor, to-wit:

_____, said
tract being more particularly described in Exhibit "A" attached hereto and incorporated herein
for all purposes.

This conveyance is made and accepted subject to all conditions and restrictions, if any, relating to the herein above described property to the extent, and only to the extent, that the same may still be in force and effect and shown of record in the office of the County Clerk of Williamson County, Texas.

Except as otherwise noted, the easement, rights and privileges herein granted shall be perpetual; provided, however, that said easement, rights and privileges shall cease and revert to Grantor in the event the said wastewater line is abandoned, or shall cease to be used, for a period of five (5) consecutive years.

Grantor further grants to Grantee:

- (a) the right of ingress to and egress from the easement over and across Grantor's property by means of roads and lanes thereon, if such exist, otherwise by such route(s) as shall occasion the least practicable damage or inconvenience to Grantor, as determined by Grantor. Grantee shall, as soon as is reasonably feasible, replace or restore Grantor's property to as similar a condition as is reasonably practicable as existed immediately prior to Grantee's actions pursuant to this provision;
- (b) the right to mark the location of the easement by suitable markers; provided that such markers shall be placed in locations which will not interfere with any reasonable use Grantor shall make of the easement;
- (c) the right to grade the easement for the full width thereof and to extend the cuts and fills for such grading into and on the land in the easement to such extent as Grantee may find reasonably necessary;

- (d) Grantee shall not trim or cut down and clear away any trees now or hereafter on the easement without the written consent of the County Parks Department. Grantee will provide written notice to Grantor prior to removal of any trees within or outside of the easement;

Grantee hereby covenants and agrees:

- (a) Grantee shall not fence the easement;
- (b) Grantee shall promptly backfill any trench made by it on the easement and repair any damage it shall do to Grantor's private roads or lanes on the lands;
- (c) Grantee shall indemnify Grantor against any loss and damage which shall be caused by the exercise of the rights of ingress and egress or by any wrongful or negligent act or omission of Grantee's agents or employees in the course of their employment.

Grantor also retains, reserves, and shall continue to enjoy the surface of such easement for any and all purposes which do not interfere with and prevent the use by Grantee of the easement.

It is understood and agreed that any and all equipment and facilities placed upon said property by Grantee shall remain the property of Grantee, but if the wastewater line is ever abandoned for a period of five years, the Grantee shall remove the line after receipt of a written request from Grantor.

Grantor hereby dedicates the easement as a public utility wastewater line easement. Only one line shall be constructed in said easement.

TO HAVE AND TO HOLD the rights and interests described unto Grantee and its successors and assigns forever, and Grantor does hereby bind itself, and its successors and assigns and legal representatives, to warrant and forever defend, all and singular, the above-described easement and rights and interests unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming, or to claim same, or any part thereof.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed this 8th day of September, 2015.

(Signatures on the following pages.)

GRANTOR:

WILLIAMSON COUNTY, TEXAS

By: 

Dan A. Gattis, County Judge

ACKNOWLEDGMENT

THE STATE OF _____ §

COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of the month of _____, 2015, by Dan A. Gattis, County Judge. known by me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of and on behalf of said entity and in the capacity and for the purposes and consideration therein expressed.

Signature

Printed Name

Notary Public, State of _____

GRANTOR:

WILLIAMSON COUNTY, TEXAS

By: _____

Dan A. Gattis, County Judge

ACKNOWLEDGMENT

THE STATE OF _____ §

COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of the month of _____, 2015, by _____. known by me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of and on behalf of said entity and in the capacity and for the purposes and consideration therein expressed.

Signature

Printed Name

Notary Public, State of _____

After recording please return to:

