

**WASTEWATER LINE EASEMENT**

**THE STATE OF TEXAS**  
**COUNTY OF WILLIAMSON**

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**KNOW ALL BY THESE PRESENTS:**

That WILLIAMSON COUNTY, TEXAS, a Texas political subdivision and its successors and assigns, (hereinafter referred to as "Grantor"), for and in consideration of the sum of TEN and NO/100 DOLLARS (\$10.00) and other good and valuable consideration paid by GARDENS AT MAYFIELD, LLC, a Mississippi limited liability company,, (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, reconstruct, enlarge, relocate, rebuild, 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, in, upon, over, under, above and across the following described property of Grantor, to-wit:

BEING 0.5598 OF ONE ACRE OF LAND, SURVEYED BY LANDESIGN SERVICES, INC., OUT OF THE JOHN D. ANDERSON SURVEY, ABSTRACT NO. 16 IN WILLIAMSON COUNTY, TEXAS, AND BEING OUT OF A 237.026 ACRE TRACT CONVEYED TO WILLIAMSON COUNTY PARK FOUNDATION, INC. RECORDED IN DOCUMENT NO. 2001040254 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, and being more particularly described in Exhibit "A", attached hereto and incorporated herein (hereinafter sometimes referred to as the "Property").

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 covenants that it will not convey any other easement or conflicting rights within the area covered by this grant without the express written consent of Grantee, which consent shall not be unreasonably withheld. Grantee shall have the right to review any proposed easement or conflicting use of the easement to determine the effect, if any, on the wastewater lines contemplated herein. Prior to granting its consent for other easements, Grantee may require reasonable safeguards to protect the integrity of the wastewater lines. As required by this

paragraph, express written consent of Grantee shall be obtained by Grantor in the following manner: advance written notice must be given by certified mail to the (1) County Judge at 710 S. Main St., Georgetown, Texas 78626. Following receipt of such notice, the Grantee shall have ten (10) days in which to respond in writing granting consent, conditioning consent upon reasonable safeguards, or denying consent.

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; provided that such ingress and egress right shall not extend to any portion of Grantor's property isolated from the easement by any public highway or road now or hereafter crossing the property; the foregoing right of ingress and egress includes the right of Grantee to disassemble, remove, take down, and clear away any barricade or other structure which obstructs, prevents, or hinders Grantee's ingress to and egress from Grantor's property, and should Grantee deem it necessary to so disassemble, remove, take down, or clear away any such barricade or other structure, 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, unless said barricade or other structure is inconsistent with rights conveyed to Grantee herein;
- (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) the right from time to time to trim and to cut down and clear away any and all trees and brush now or hereafter on the easement and to trim and to cut down and clear away any trees on either side of the easement which now or hereafter in the opinion of Grantee may be a hazard to the pipeline, valves, appliances or fittings, by reason of the danger of falling thereon or root infiltration therein, or which may otherwise interfere with the exercise of Grantee's rights hereunder; provided, however, Grantee will provide written notice to Grantor prior to removal of any trees outside of the easement, and provided that all trees which Grantee is hereby authorized to cut and remove, if valuable for timber or

firewood, shall continue to be the property of Grantor, but all tops, lops, brush and refuse wood shall be burned or removed by Grantee;

(e) the right to support the pipelines across ravines and watercourses with such structures as Grantee shall deem necessary.

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, including the right to build and use the surface of the easement for private streets, roads, driveways, alleys, walks, gardens, lawns, parking areas and other like uses; provided Grantor shall not erect or construct on the easement any building or other structure such as a patio, swimming pool, sport court, storage shed, accessory building, barbeque pit or similar structure, or drill or operate any well, or construct any reservoir or other obstruction on the easement, or diminish or substantially add to the ground cover over the pipelines. Grantee shall not be responsible or liable for the removal, repair or damage to any property, structure, building, or other use inconsistent with the rights conveyed to Grantee by the easement. Provided however, before constructing any non-interfering improvements listed in this paragraph, at least ten (10) days' written notice shall be provided to Grantee of the general plans of the improvement to be constructed on the easement, and Grantor must first obtain the consent and approval from Grantee of the construction and location of any improvements within 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.

Grantor hereby dedicates the easement as a public utility wastewater line 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 5th day of April, 2016.

GRANTOR:

WILLIAMSON COUNTY, TEXAS

By: 

Dan A. Gattis, County Judge

ACKNOWLEDGMENT

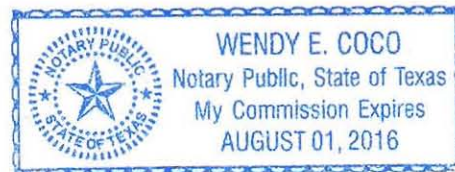
THE STATE OF TEXAS

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COUNTY OF WILLIAMSON


This instrument was acknowledged before me on this the 5th day of April, 2016, by Dan A. Gattis, County Judge of Williamson County, Texas, 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.

  
Notary Public, State of Texas



**GRANTEE:**

**GARDENS AT MAYFIELD, LLC**  
A Mississippi limited liability company

By:   
David B. Blackburn, Manager


**ACKNOWLEDGMENT**

THE STATE OF ~~TEXAS~~ MS

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COUNTY OF ~~WILLIAMSON~~ Lafayette

This instrument was acknowledged before me on this the 25 day of March, 2016, by David B. Blackburn, Manager of Gardens at Mayfield LLC a MS LLC, 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.

  
Notary Public, State of ~~Texas~~ MS

**After recording please return to:**

Sheets & Crossfield, P.C.  
309 East Main Street  
Round Rock, Texas 78664





## Landesign Services, Inc.

1220 McNeil Road  
Suite 200  
Round Rock, Texas 78681  
Firm Registration No. 10001800  
512-238-7901 office  
512-238-7902 fax

### EXHIBIT " A "

#### METES AND BOUNDS DESCRIPTION

BEING 0.5598 OF ONE ACRE OF LAND, SURVEYED BY LANDESIGN SERVICES, INC., OUT OF THE JOHN D. ANDERSON SURVEY, ABSTRACT NO. 16 IN WILLIAMSON COUNTY, TEXAS, AND BEING OUT OF A 237.026 ACRE TRACT CONVEYED TO WILLIAMSON COUNTY PARK FOUNDATION, INC. RECORDED IN DOCUMENT NO. 2001040254 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a fence post for the southwest corner of a called 38.51 acre tract described in Document No. 2004032263 of the O.P.R.W.C.T., in the north line of Lot 24A, Block A, Vista Oaks Section 5B, Phase 2 a subdivision of record in Document No. 200058131 of the O.P.R.W.C.T. and in the most southern southwest corner of said 237.026 acre tract;

THENCE North 20°21'33" West with the west line of said 237.026 acre tract and the east line of said 38.51 acre tract a distance of 224.99 feet to a nail found for the southeast corner of a called 3.936 acre tract described as Arterial – H in Document No. 2006013003 of the O.P.R.W.C.T.;

THENCE crossing through said 237.026 acre tract the following eleven (11) courses:

1. Along a curve to the left, having a radius of 1450.00 feet, a delta angle of 00°37'16", a length of 15.72 feet and a chord which bears North 36°41'53" East a distance of 15.72 feet to a calculated point;
2. South 32°53'59" East a distance of 8.33 feet to a calculated point;
3. South 20°21'33" East a distance of 210.85 feet to a calculated point;
4. North 69°18'02" East a distance of 432.19 feet to a calculated point;
5. North 24°41'58" East a distance of 77.96 feet to a calculated point;
6. North 67°15'27" East a distance of 312.41 feet to a calculated point;
7. North 36°58'07" East a distance of 570.19 feet to a calculated point;

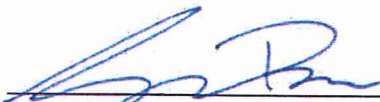


8. South 53°01'53" East a distance of 15.00 feet to a calculated point;
9. South 36°58'07" West a distance of 574.25 feet to a calculated point;
10. South 67°15'27" West a distance of 310.63 feet to a calculated point;
11. South 24°41'58" West a distance of 78.27 feet to a calculated point in the south line of said 237.026 acre tract and in the north line of Lot 11, Block H, Vista Oaks 1A & 1B Final Plat Revised a subdivision of record in Cabinet J, Slide 189 of the Plat Records of Williamson County, Texas (P.R.W.C.T.);

THENCE South 69°18'02" West along the south line of said 237.026 acre tract and the north line of said Lot 11, Block H a distance of 378.57 feet to a 1/2" iron rod found for the northeast corner of said Lot 24A, Block A and the northwest corner of said Lot 11, Block H;

THENCE South 69°42'52" West with the south line of said 237.026 acre tract and the north line of said Lot 24A, Block A, a distance of 74.86 feet to the POINT OF BEGINNING.

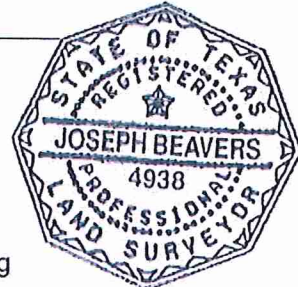
This parcel contains 0.5598 of one acre of land, out of the John D. Anderson Survey, Abstract No. 16, in Williamson County, Texas. All bearings are based Texas Central Zone 4203 State Plane Grid, derived from VRS Coordinates provided by the Texas Cooperative Network Reference Stations and where scaled from point number 1 utilizing a scale factor of 1.0001266062



Joseph Beavers  
Registered Professional Land Surveyor  
State of Texas No. 4938

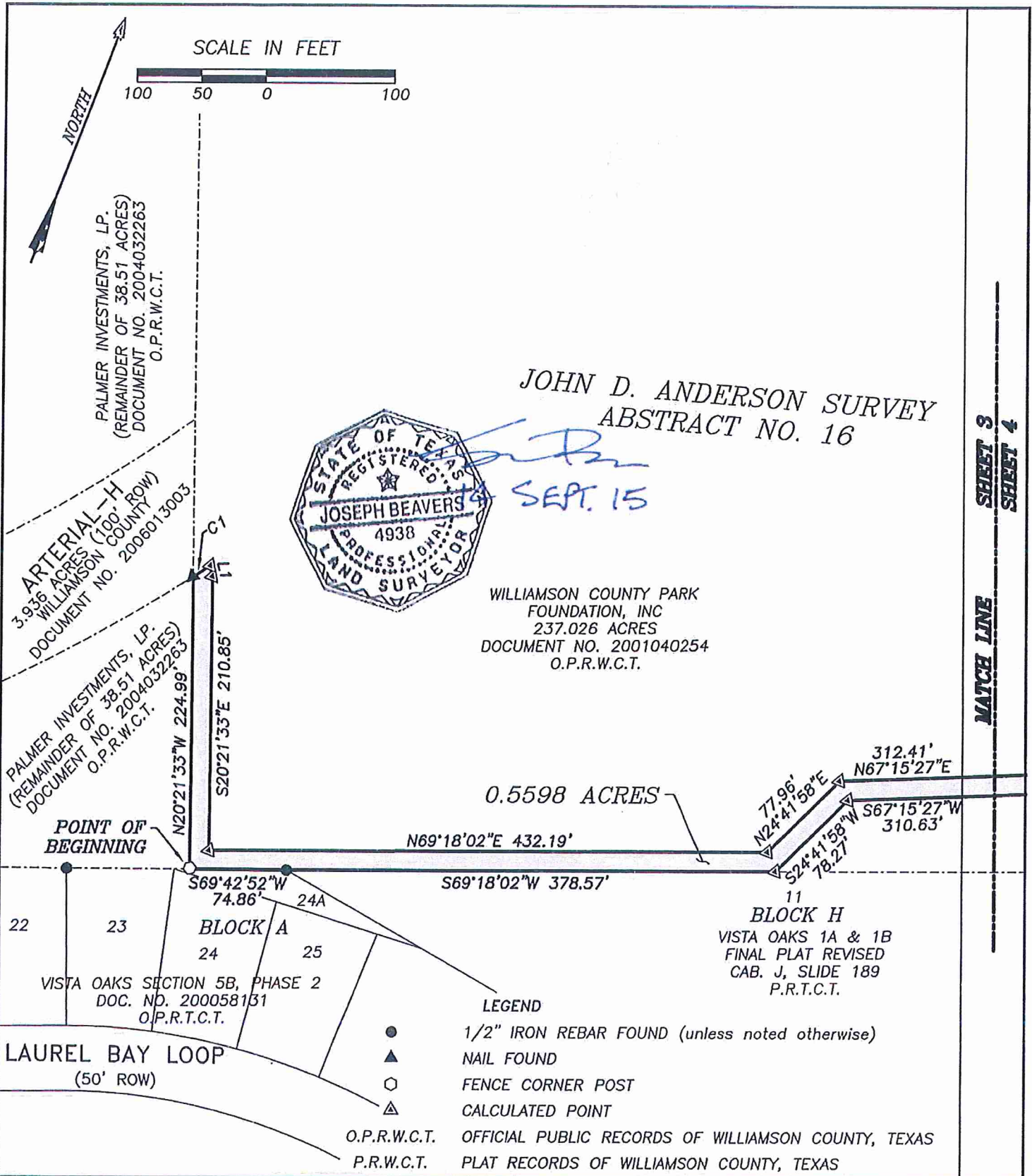
Date

14 SEPT. 15



Job Number: 375-15-1

Attachments: Survey Drawing L:\38 ac. Sam Bass\DWGS\3550103 Esmt 4.dwg



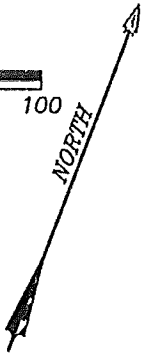
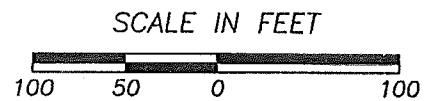
JOB NUMBER: 375-15-1	DATE: 09/14/2015
PROJECT NAME: 38 AC SAM BASS	
DRAWING NAME: 3550103 ESMT 4.DWG	
DRAWING FILE PATH: L:\38 ac. Sam Bass\DWGS	
FIELDNOTE FILE PATH: L:\38 ac. Sam Bass\FNOTES	
RPLS: JB	TECH: HAS
PARTYCHIEF:	CHK BY: JB
SHEET 3 of 4	FIELDBOOKS:
	SCALE: 1" = 40'



LANDESIGN  
SERVICES, INC.

512-238-7901  
1220 MCNEIL ROAD  
SUITE 200  
ROUND ROCK, TEXAS 78681  
FIRM REGISTRATION NO. 10001800





# JOHN D. ANDERSON SURVEY ABSTRACT NO. 16

WILLIAMSON COUNTY PARK  
FOUNDATION, INC  
237.026 ACRES  
DOCUMENT NO. 2001040254  
O.P.R.W.C.T.

SHEET 3  
SHEET 4

MATCH LINE

0.5598 ACRES

312.41'  
N67°15'27"E

S67°15'27"W  
310.63'

N36°58'07"E 570.19'

S36°58'07"W 574.25'

11  
BLOCK H

VISTA OAKS 1A & 1B  
FINAL PLAT REVISED  
CAB. J, SLIDE 189  
P.R.T.C.T.

NUMBER	DIRECTION	DISTANCE
L1	S32°53'59"E	8.33'
L2	S53°01'53"E	15.00'

NUMBER	Delta Angle	Radius	Length	Chord Bearing	Chord Length
C1	00°37'16"	1450.00	15.72	N36°41'53"E	15.72

JOB NUMBER: 375-15-1		DATE: 09/14/2015	
PROJECT NAME: 38 AC SAM BASS			
DRAWING NAME: 3550103 ESMT 4.DWG			
DRAWING FILE PATH: L:\38 ac. Sam Bass\DWGS			
FIELDNOTE FILE PATH: L:\38 ac. Sam Bass\FNOTES			
RPLS: JB	TECH: HAS	PARTYCHIEF:	CHK BY: JB
SHEET 4 of 4		FIELDBOOKS:	
		SCALE: 1" = 40'	



**LANDESIGN  
SERVICES, INC.**

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