

STORM SEWER AND DRAINAGE EASEMENT

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

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§

KNOW ALL BY THESE PRESENTS:

That **WILLIAMSON COUNTY, TEXAS** (herein after 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 the **CITY OF ROUND ROCK, TEXAS**, a municipal corporation situated in the County of Williamson and State of Texas ("Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby GRANT, SELL and CONVEY unto Grantee certain rights and interests in the nature of a perpetual storm sewer and drainage easement and right-of-way in, upon, over, under, above and across the following described property:

Being a 1.924 acre part of the John D. Anderson Survey, Abstract No.16, in Williamson County, Texas, being part of that 237.026 acre tract of land conveyed to Williamson County, by Deed recorded in Document No. 2006065107 of the Official Public Records of Williams County, Texas, and a part of that 2.273 acre tract conveyed to Williamson County, Texas, by Deed recorded in Document No. 2011049088 of the Official Public Records of Williamson County, Texas said 1.924 acres and being more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein for all purposes.

The perpetual easement, right-of-way, rights and privileges herein granted shall be used for the purposes of location, placement, relocation, construction, operation, enlargement, maintenance, alteration, repair, rebuilding, removal and patrol of storm sewer utilities and drainage facilities, to-wit: open drainage channel and storm sewers and collection facilities, drainage pipes and all other surface and subsurface drainage structures, lines, connecting lines, access facilities and related equipment, all necessary conduits, valves, vaults, manholes, ventilators and appurtenances, and any necessary accessories thereto.

This conveyance is made and accepted subject to any and all conditions and restrictions, if any, relating to the hereinabove 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 Grantors in the event the utilities are abandoned, or shall cease to be used, for a period of five (5) consecutive years.

The perpetual easement, right-of-way, rights, and privileges granted herein are exclusive, and Grantor covenants not to convey any other easement or conflicting rights within the premises 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 to determine the effect, if any, on the utilities contemplated herein. Prior to granting its consent for other easements, Grantee may require reasonable safeguards to protect the integrity of the utilities thereon.

Grantor further grants to Grantee:

- (a) 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 along and outside the easement to such extent as Grantee may find reasonably necessary;
- (b) 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 or routes as shall occasion the least practicable damage and inconvenience to Grantor; provided that such right of ingress and egress shall not extend to any portion of Grantor's property which is isolated from the easement by any public highway or road now crossing or hereafter crossing the property; the foregoing right of ingress and egress includes the right of the Grantee to disassemble, remove, take down, and clear away any fence, barricade, or other structure which obstructs, prevents, or hinders Grantee's ingress to and egress from the Grantor's property, and should Grantee deem it necessary to so disassemble, remove, take down, or clear away any such fence, barricade, or other structure, Grantee shall, as soon as is reasonably feasible, replace or restore Grantor's property to as similar a condition as reasonably practicable as existed immediately prior to Grantee's actions pursuant to this provision, unless said fence, barricade, or other structure is inconsistent with the rights conveyed to Grantee herein;
- (c) the right of grading for, construction, maintaining and using such roads on and across the property as Grantee may deem necessary in the exercise of the right of ingress and egress or to provide access to property adjacent to the easement;
- (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 any pipeline, valves, appliances, fittings, or other improvements 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, 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 mark the location of the easement by suitable markers set in the ground; provided that such markers shall be placed in fences or other locations which will not interfere with any reasonable use Grantor shall make 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 Grantors private roads or lanes on the lands;
- (c) To the extent allowed by law, 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

It is understood and agreed that any and all equipment and facilities placed upon said property shall remain the property of Grantee.

Grantor hereby dedicates the easement as drainage and storm sewer easement for the purposes stated herein.

TO HAVE AND TO HOLD the rights and interests described unto Grantee and its successors and assigns, forever, together with all and singular all usual and customary rights thereto in anywise belonging, and together with the right and privilege at any and all times to enter said premises, or any part thereof, for the purpose of constructing or maintaining said utilities and for making connections therewith, and Grantor does hereby bind itself, it's successors and assigns and legal representatives, to WARRANT AND FOREVER DEFEND, all and singular, the said easement and rights and interests unto the City of Round Rock, Texas, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on this the ____ day of the month of _____, 2016.

(Signatures on the following pages.)

GRANTOR:

Williamson County, Texas

By: 
Dan Gattis, County Judge

ACKNOWLEDGMENT

THE STATE OF TEXAS

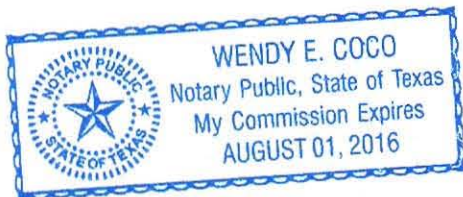
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COUNTY OF WILLIAMSON

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This instrument was acknowledged before me on this the 19th day of the month of April, 2016, by Dan Gattis, County Judge for 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.




Signature

WENDY E. COCO
Printed Name

Notary Public, State of TEXAS

After recording please return to:

Development Services Office
301 W. Bagdad Ave., Suite 140
Round Rock, TX 78664

1.924 acres

THAT PART OF THE JOHN D. ANDERSON SURVEY, ABSTRACT No. 16, IN WILLIAMSON COUNTY, TEXAS, BEING A PART OF THAT 237.026 ACRE TRACT OF LAND CONVEYED TO WILLIAMSON COUNTY BY DEED RECORDED IN DOCUMENT No. 2006065107 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND A PART OF THAT 2.273 ACRE TRACT CONVEYED TO WILLIAMSON COUNTY, TEXAS, BY DEED RECORDED IN DOCUMENT No. 2011049088 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE at a 1/2" iron rod found in the Northwestern Line of the plat of Vista Oaks Section 5B Phase 2, according to the plat thereof recorded in Cabinet T, Slide 45 of the Plat Records of Williamson County, Texas, at the Easterly Southwest Corner of said 237.026 Acre Tract, at the Southeast Corner of that 38.51 Acre Tract conveyed to Palmer Investments, L.P., by deed recorded in Document No. 2004032263 of the Official Public Records of Williamson County, Texas,

THENCE N.20°21'06"W. along a West Line of said 237.026 Acre Tract and the East Line of said 38.51 Acre Tract a distance of 149.61 feet to the Point of Beginning;

THENCE continue N.20°21'06"W. along the West Line of said 237.026 Acre Tract and the East Line of said 38.51 Acre Tract a distance of 75.40 feet to a 1/2" iron rod set at the Southeast Corner that 3.936 Acre Tract conveyed to Williamson County by deed recorded in Document No. 2006013003 of the Official Public Records of Williamson County, Texas, and to a point on a non-tangent curve to the left;

THENCE across said 237.026 Acre Tract the following three courses:

1. Northerly along the arc of said curve, a distance of 860.70 feet, said curve having a radius of 1450.00 feet, a central angle of 34°00'36" and a chord bearing N.20°00'47"E., 848.12 feet;
2. N.03°00'29"E. a distance of 207.54 feet to a point of curvature of a curve to the right;
3. Northeasterly, along the arc of said curve to the right (at 1508.64 feet pass the East Line of said 237.026 Acre Tract and continue across said 2.273 Acre Tract) in all a distance of 1555.41 feet, said curve having a radius of 1350.00 feet, a central angle of 66°00'50", and a chord bearing N.36°00'54"E., 1470.80 feet;

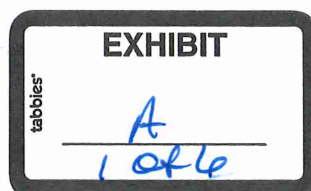
THENCE N.69°01'19"E. across said 2.273 Acre Tract a distance of 9.49 feet to the East Line thereof and to the West Line of the plat of Mayfield Ranch Section Seven, according to the plat thereof recorded in Cabinet AA, Slide 28 of the Plat Records of Williamson County, Texas;

THENCE S.05°28'49"W. along the East Line of said 2.273 Acre Tract and the West Line of said plat of Mayfield Ranch Section Seven a distance of 67.20 feet to a point on a non-tangent curve to the left;

THENCE southwesterly along the arc of said curve and across said 2.273 Acre Tract (at 53.05 feet pass the West Line of said 2.273 Acre Tract and continue across said 237.026 Acre Tract) in all a distance of 129.79 feet, said curve having a radius of 1290.00 feet, a central angle of 05°45'53" and a chord bearing S.65°13'52"W., 129.74 feet;

THENCE across said 237.026 Acre Tract the following 11 courses:

1. S.33°25'19"W. a distance of 222.34 feet;
2. N.61°58'11"W. a distance of 37.52 feet;
3. N.30°25'13"E. a distance of 137.55 feet to a point on a non-tangent curve to the left;
4. Southwesterly along the arc of said curve, a distance of 676.84 feet, said curve having a radius of 1290.00 feet, a central angle of 30°03'44" and a chord bearing S.42°54'56"W., 669.11 feet;
5. S.76°12'21"W. a distance of 65.98 feet to a point on a non-tangent curve to the left;
6. Southerly along the arc of said curve, a distance of 537.91 feet, said curve having a radius of 1340.00 feet, a central angle of 23°00'00" and a chord bearing S.14°30'29"W., 534.31 feet;
7. S.03°00'29"W. a distance of 207.54 feet to a point of curvature of a curve to the right;



1.924 acres

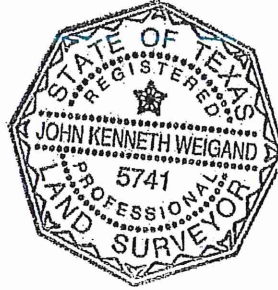
8. Southerly, along the arc of said curve to the right a distance of 749.94 feet, said curve having a radius of 1460.00 feet, a central angle of $29^{\circ}25'49''$, and a chord bearing $S.17^{\circ}43'24''W.$, 741.72 feet;
9. $S.29^{\circ}25'17''W.$ a distance of 108.00 feet;
10. $S.32^{\circ}12'47''E.$ a distance of 55.32 feet;
11. $S.51^{\circ}24'34''W.$ a distance of 31.55 feet to the said Point of Beginning.

Containing 1.924 acres, more or less, as shown on the sketch attached.

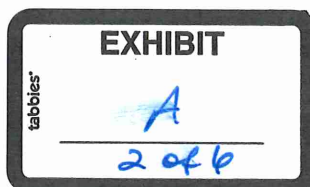
John K. Weigand 3/17/2016

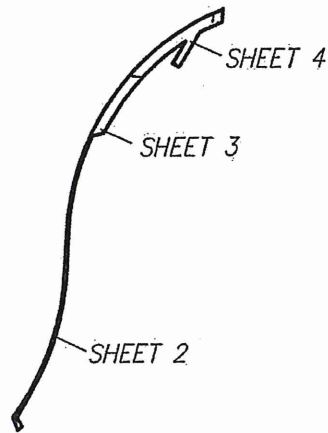
John Kenneth Weigand
Registered Professional Land Surveyor No. 5741
State of Texas

RJ Surveying & Associates, Inc.
2900 Jazz Street
Round Rock, Texas 77664
F-10015400



All iron rods set have RJ Surveying caps
Bearings are Texas State Plane Central Zone NAD 83





KEY MAP

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BRNG.	CHORD
C1	860.70	1450.00	34°00'36"	N20°00'47"E	848.12
C2	1555.41	1350.00	66°00'50"	N36°00'54"E	1470.80
C3	129.79	1290.00	5°45'53"	S65°13'52"W	129.74
C4	676.84	1290.00	30°03'44"	S42°54'56"W	669.11
C5	537.91	1340.00	23°00'00"	S14°30'29"W	534.31
C6	749.94	1460.00	29°25'49"	S17°43'24"W	741.72

LINE TABLE		
LINE	LENGTH	BEARING
L1	75.40'	N20°21'06"W
L2	9.49'	N69°01'19"E
L3	67.20'	S05°28'49"W
L4	222.34'	S33°25'19"W
L5	37.52'	N61°58'11"W
L6	137.55'	N30°25'13"E
L7	65.98'	S76°12'21"W
L8	108.00'	S29°25'17"W
L9	55.32'	S32°12'47"E
L10	31.55'	S51°24'34"W

NOTES:

- = FOUND 1/2" IRON ROD
- = SET 1/2" IRON ROD WITH RJ SURVEYING CAP
- △ = ANGLE POINT
- PRWC = PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
- OPRWC = OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TX

BEARINGS ARE TEXAS STATE PLANE CENTRAL ZONE NAD 83

DATE: MAR. 16, 2016

SCALE: 1" = 150'

SKETCH TO ACCOMPANY
(SEE DESCRIPTION ON A SEPARATE SHEET)

EXHIBIT

tabbies

A
3 of 6

RJ SURVEYING & ASSOCIATES, INC.

2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664

10015400 (512) 836-4793 FAX: (512) 836-4817



SEE SHEET 3

WILLIAMSON COUNTY
237.026 ACRES
DOC. No. 2006065107
OPRWC

PROPOSED ARTERIAL H
100' RIGHT OF WAY

1.924 ACRES.

GARDENS AT MAYFIELD, LLC
28.260 ACRES
DOC. No. 2015099697 OPRWC

WILLIAMSON COUNTY
237.026 ACRES
DOC. No. 2006065107
OPRWC

WILLIAMSON COUNTY
3.936 ACRES
DOC. No. 2006013003
OPRWC

PALMER INVESTMENTS, L.P.
REMAINDER OF 38.51 ACRES
DOC. No. 2004032263 OPRWC

POINT OF BEGINNING

DRAINAGE
LOT 24A

POINT OF COMMENCEMENT
N=10174160.58'
E=3107004.77'

VISTA OAKS SECTION 5B PHASE 2
BLOCK A
LAUREL BAY LOOP

DATE: MAR. 16, 2016

SCALE: 1" = 150'

EXHIBIT

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RJ SURVEYING & ASSOCIATES, INC.

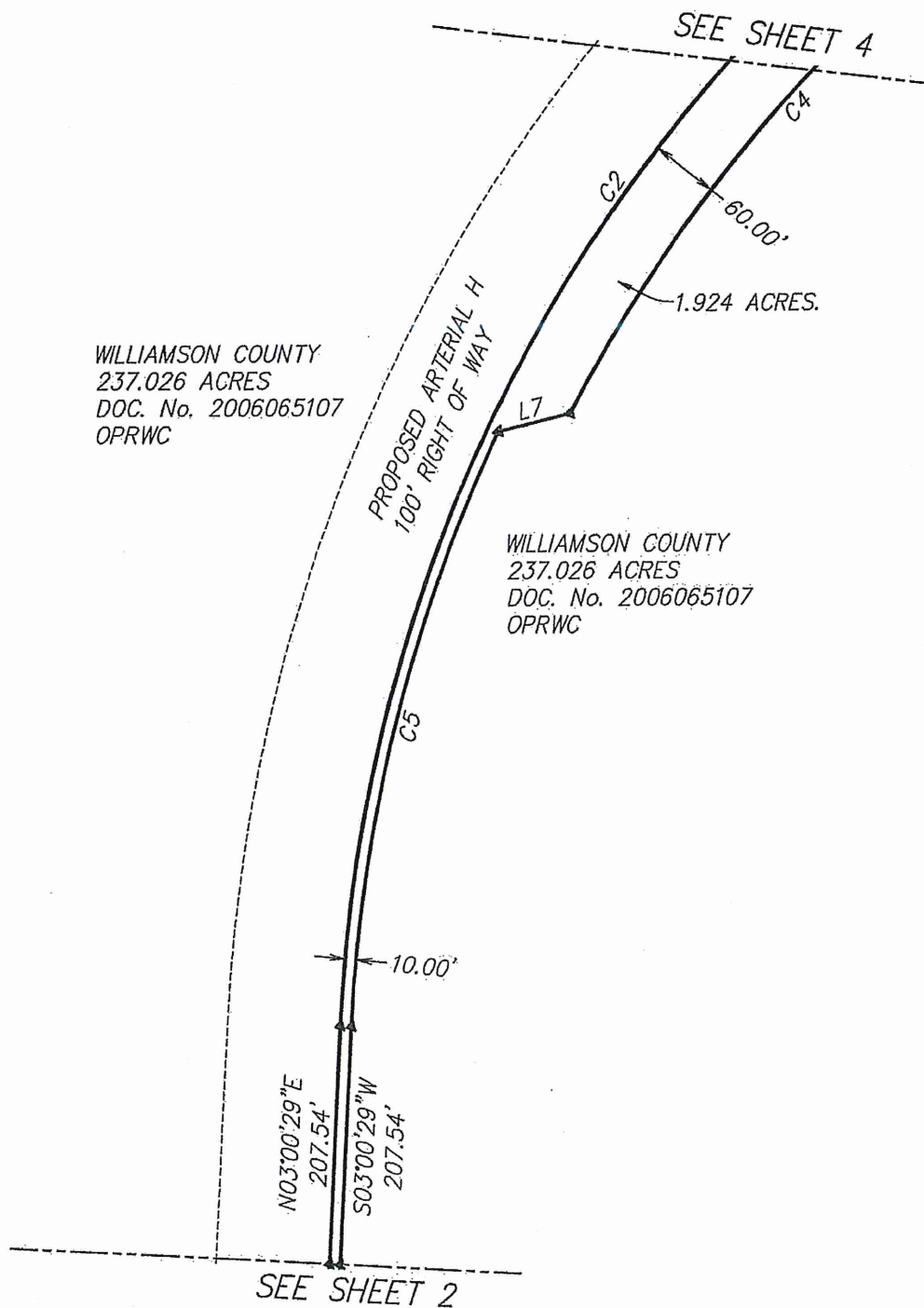
2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664

10015400 (512) 836-4793 FAX: (512) 836-4817



WILLIAMSON COUNTY
237.026 ACRES
DOC. No. 2006065107
OPRWC

WILLIAMSON COUNTY
237.026 ACRES
DOC. No. 2006065107
OPRWC



DATE: MAR. 16, 2016 SCALE: 1" = 150'

EXHIBIT

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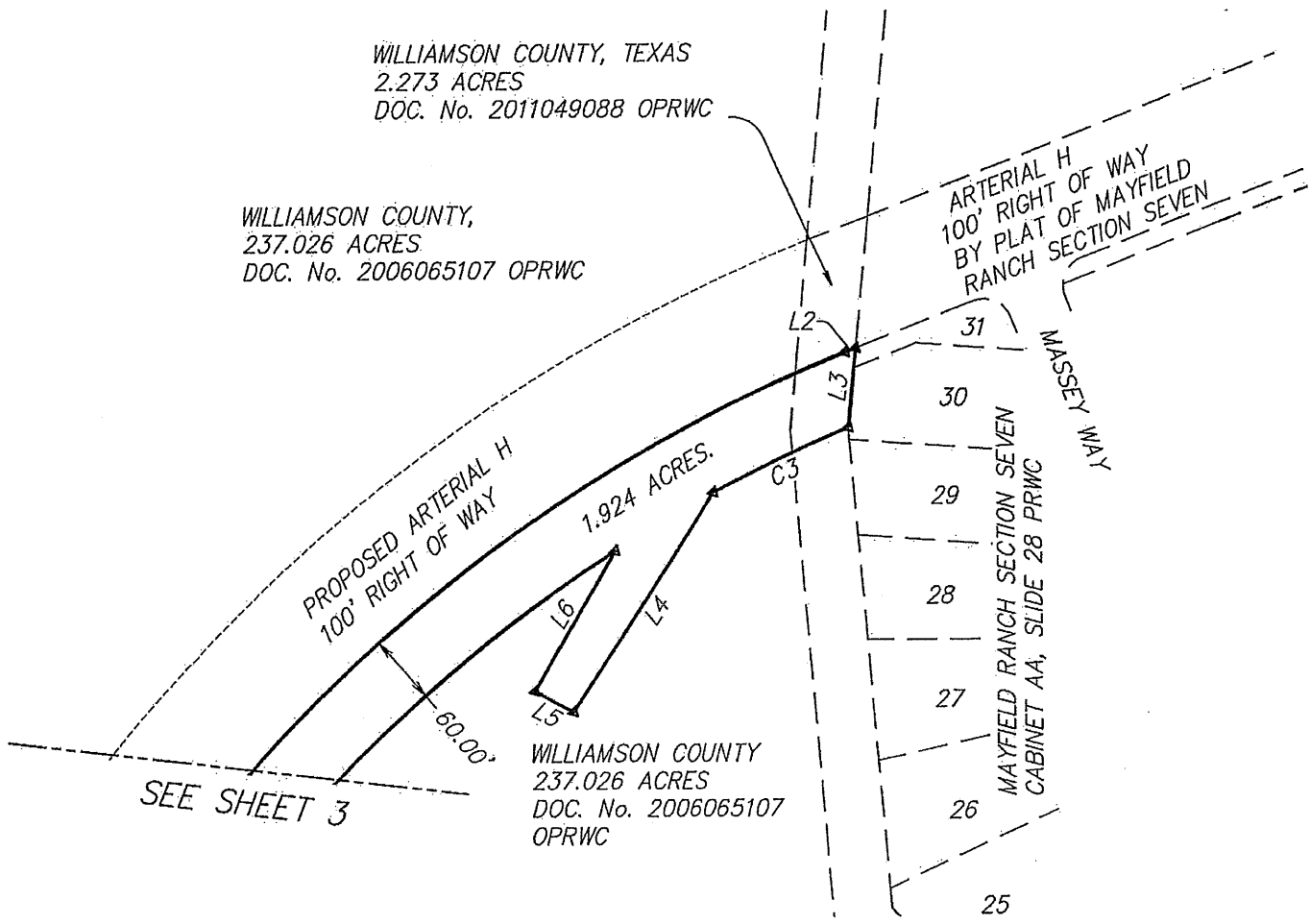
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RJ SURVEYING & ASSOCIATES, INC.

2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664

10015400 (512) 836-4793 FAX: (512) 836-4817



SKETCH TO ACCOMPANY DESCRIPTION
(SEE DESCRIPTION ON A SEPARATE ATTACHMENT)

DATE: MAR. 16, 2016 SCALE: 1" = 150'

RJ SURVEYING & ASSOCIATES, INC.

2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664

F-10015400 (512) 836-4793 FAX: (512) 836-4817

EXHIBIT

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