

**WATERLINE EASEMENT**  
County Road 110 Right of Way

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

**GRANT OF EASEMENT:**

WILLIAMSON COUNTY, TEXAS ("Grantor", whether one or more), for the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, does hereby grant, sell and convey unto JONAH WATER SPECIAL UTILITY DISTRICT, whose address is 4050 FM 1660, Hutto, Texas 78634, ("Grantee"), an easement and right-of-way ("Easement") upon and across approximately 3.965 acres, being the property of Grantor which is more particularly described on the sketch which accompanies the metes and bounds in Exhibit "A" attached hereto, located in Williamson County, Texas; and incorporated herein by reference. (the "Easement Tract").

TO HAVE AND TO HOLD the same perpetually to Grantee and its successors and assigns, together with the rights and privileges and on the terms and conditions set forth below.

Grantor does hereby covenant and agree to WARRANT AND FOREVER DEFEND title to the Easement herein granted, unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

**CHARACTER OF EASEMENT:**

The Easement is an easement in gross.

**PURPOSE OF EASEMENT:**

The Easement shall be used for water line purposes, including placement, construction, installation, replacement, repair, inspection, maintenance, relocation, removal, and operation of water distribution and transmission lines and related facilities and appurtenances, or making connections thereto.

The Easement shall also be used for the purpose of providing access for the operation, repair, maintenance, inspection, replacement and expansion of the water distribution and transmission lines and related facilities and appurtenances, and Grantee shall additionally have the right to temporarily use an area fifteen (15) feet in width immediately adjacent to the western boundary of the Easement Tract as necessary solely for the purpose of undertaking repairs to any facilities of Grantee located within the permanent Easement Tract area, and as further described by metes and bounds in Exhibit "B" attached hereto and incorporated herein. If use of the temporary construction area as identified herein will conflict with Grantor's operation and use of any CR 110 roadway travel lane facilities by the public then Grantee shall request a permit from Grantor, its successors or assigns, for lane closure according to any policies or procedures in

place at the time of such request, which request shall not be unreasonably withheld. Grantee shall remove all equipment and material from the temporary construction area prior to completion of repair work within the Easement Tract.

Grantee shall have no obligation to repair any overlying roadway pavement or improvements, including but not limited to sidewalks and driveways, within the Easement Tract or the temporary construction area which are removed or damaged as a result of repairs or improvements required to be made to the facilities of Grantee, provided however that Grantee shall restore the grade of any trench within the Easement Tract and temporary construction area as closely as possible to what was existing prior to any work by Grantee.

Additionally, Grantor hereby grants and conveys to Grantee a non-exclusive right of ingress and egress over Grantor's adjacent lands for the purpose of which this Easement is granted. However, such right shall only be exercised and allowed if access to the Easement Tract is not otherwise available from a public right of way.

#### **DURATION OF EASEMENT:**

The Easement shall be perpetual.

#### **EXCLUSIVENESS OF EASEMENT:**

Subject to any existing rights for wastewater use by the City of Round Rock as evidenced in easements recorded as Document Nos. 2011070504, 2011070506, and 2011070507, Official Public Records of Williamson County, Texas, the Easement shall be exclusive, and Grantor covenants that Grantor will not convey any future easement or conflicting rights within the Easement Tract. Grantor may alter or otherwise use the surface of the Easement Tract for such purposes that do not interfere with the exercise by Grantee of the rights herein granted, including specifically authorizing public roadway and related facilities and appurtenances. Grantee has the right to trim and cut down trees and shrubbery and to remove other improvements and structures not specifically authorized herein to the extent reasonably necessary to prevent interference with the operation or repairs to Grantee's facilities in the Easement Tract, and Grantee will be held harmless by Grantor from any and all claims of Grantor if Grantee exercises such right.

By the grant of this Easement the Grantor specifically acknowledges the creation of Grantee's prior rights to reimbursement for the replacement of similar easement rights and costs of facility relocation if necessary due to a conflict with any future proposed public improvement project, according to the procedures of any utility adjustment statutes and/or policies and procedures in place of the applicable governing jurisdiction or rules of this State. This acknowledgment shall be deemed to run with the land.

#### **DAMAGES:**

The consideration given for this Easement constitutes payment in full for all damage sustained by Grantor by reason of the installation of the improvements referred to herein.

**ENCUMBRANCES AND LIENS:**

Grantor warrants that no person or business entity owns a present possessory interest in the fee title in the Easement Tract other than Grantor, and that there are no parties in possession of any portion of the Easement Tract as lessees. Furthermore, Grantor warrants that the Easement Tract is free and clear of all encumbrances and liens except the following: NONE

**ENTIRE AGREEMENT:**

This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representation or modification concerning this instrument shall be of no force and effect except for any subsequent modification in writing, signed by the party to be charged.

**BINDING EFFECT:**

This Agreement shall bind and inure to the benefit of the respective parties hereto, their heirs, legal representatives, successors and assigns.

**ASSIGNABILITY:**

This Easement and the rights of Grantee hereunder may be assigned in whole or in part by Grantee.

In witness whereof, this instrument is executed this \_\_\_\_ day of \_\_\_\_\_, 2017.

*[signature pages follow]*

GRANTOR:

WILLIAMSON COUNTY, TEXAS

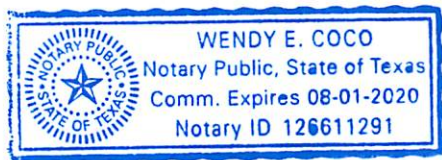
By: 

Dan A. Gattis  
County Judge

STATE OF TEXAS

COUNTY OF WILLIAMSON

This instrument is acknowledged before me on the 6<sup>th</sup> day of June, 2017,  
by Dan A. Gattis, Williamson County Judge, in the capacity and for the purposes and  
consideration recited herein.

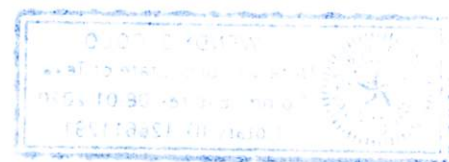




Notary Public, State of Texas

Printed Name: WENDY COCO

My Commission Expires: 8/1/20



AGREED AND ACCEPTED:

JONAH WATER SPECIAL UTILITY DISTRICT

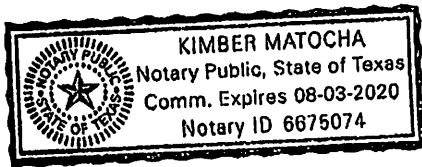
By: William L. Brown

Its: General Manager

STATE OF TEXAS

COUNTY OF WILLIAMSON

This instrument is acknowledged before me on the 15<sup>th</sup> day of May, 2017,  
by William L. Brown, General Manager on behalf of Jonah Water Special Utility District, in the  
capacity and for the purposes and consideration recited herein.



Kimber Matocha  
Notary Public, State of Texas  
Printed Name: Kimber Matocha  
My Commission Expires: 8-3-2020