

After Recording, Please Return To:

Parkside at Mayfield Ranch Municipal Utility District
c/o Armbrust & Brown, PLLC
100 Congress Avenue, Ste. 1300
Austin, Texas 78701

DRAINAGE EASEMENT

THE STATE OF TEXAS

§

§

COUNTY OF WILLIAMSON

§

KNOW ALL BY THESE PRESENTS:

THAT COUNTY OF WILLIAMSON, TEXAS, a political subdivision of the State of Texas, ("Grantor"), for and in consideration of the sum of TEN DOLLARS and other good and valuable consideration to Grantor, in hand paid, the receipt and sufficiency of which are hereby acknowledged, and for which no lien, expressed or implied, is retained, has this date **GRANTED, SOLD, and CONVEYED** and, by these presents, does hereby **GRANT, SELL, and CONVEY** unto **PARKSIDE AT MAYFIELD RANCH MUNICIPAL UTILITY DISTRICT**, a political subdivision of the State of Texas ("Grantee"), whose address is c/o Armbrust & Brown, PLLC, 100 Congress Avenue, Suite 1300, Austin, Texas, 78701, a permanent easement (the "Easement") in, upon, over, under, and across the following real property:

All that certain tract, piece, or parcel of land in Williamson County, Texas, which is fully described and shown on **Exhibit "A"**, attached hereto and made a part hereof for all purposes ("Easement Tract");

TO HAVE AND TO HOLD the Easement, together with the right and privilege at any and all times to enter the Easement Tract or any part thereof, unto Grantee and its successors and assigns forever, for the purposes set forth herein. Grantor, on behalf of itself and its successors and assigns, does hereby covenant and agree to **WARRANT and FOREVER DEFEND** title to the Easement unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, subject to the terms and provisions hereof and all matters of record to the extent the same are valid, subsisting, and affect the Easement Tract.

The Easement may be used for the purpose of the inundation and conveyance of storm waters and flood waters, and the construction, installation, operation, repair, inspection, maintenance, relocation, removal, upgrade, and replacement of drainage improvements and related facilities, utilities, appurtenances, including, without limitation, drainage channels, piping, culverts, outfall, and headwall improvements (collectively, "Drainage Facilities"), and making connections thereto, and for maintaining the Easement Tract by clearing and removing vegetation and debris. Grantee will use reasonable efforts to design and maintain the Drainage Facilities so as to mitigate erosion within the Easement Tract and will be responsible for repairing any erosion damage to the Easement Tract caused by the Drainage Facilities for two years after completion of construction of the initial Drainage Facilities.

The Easement will be non-exclusive; however, Grantor will not use the Easement Tract in any manner or grant any easement on or across the Easement Tract that interferes or is inconsistent with or prevents the use of the Easement as contemplated herein.

This Easement and the rights of Grantee hereunder may be assigned by Grantee in whole or in part, exclusively or non-exclusively, so long as the assignee utilizes the Easement solely as contemplated herein. Any assignment of this Easement and the rights of Grantee hereunder will

also include an express assumption by any assignee of the obligations set forth herein, and any such assignment and assumption will release assignor of its rights and obligations hereunder to the extent assumed.

Should Grantee or Grantee's agents, in the exercise of Grantee's rights hereunder, ever damage Grantor's property, whether it be real or personal property that is located within the Easement Tract or within areas adjacent to the Easement Tract, Grantee shall be liable for such damage and Grantee shall be obligated to promptly repair the damaged property as close as reasonably practicable to its prior condition.

Grantee agrees that no hardwood trees, within the Easement Tract or on the areas adjoining the Easement Tract, having trunks that are two (2) inches in diameter or larger, measured two (2) feet above the ground, shall be cut, damaged or otherwise disturbed without Grantor's prior written permission; however, cedar trees, brush, sprouts and small saplings may be cut, it being provided that all such cut brush, sprouts and small saplings shall also be removed from Grantor's property. In the event that Grantee or Grantee's agents and/or contractors cut, damage or otherwise disturb a hardwood tree having a trunk that is two (2) inches in diameter or larger, measured two (2) feet above the ground, Grantee shall be obligated and liable to Grantor for the repair and/or replacement value of each such damaged hardwood tree.

A portion of the Easement Tract is located within the Easement for Water Facilities granted to Brushy Creek Municipal Utility District ("Brushy Creek MUD") of record under Document No. 2006031264, Official Public Records of Williamson County, Texas, as amended (the "Brushy Creek MUD Easement"). Brushy Creek MUD has consented to this Easement and the installation and construction of the Drainage Facilities contemplated hereby, subject to the terms of the Agreement Relating to Construction of Improvements Within Easement attached as **Exhibit "B"** and incorporated herein by reference.

* * *

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed to be effective as of 12/21, 2017.

GRANTOR:

COUNTY OF WILLIAMSON, TEXAS, a political subdivision of the State of Texas

By: 

Dan A. Gattis, Williamson County Judge

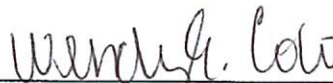
THE STATE OF TEXAS

§
§
§

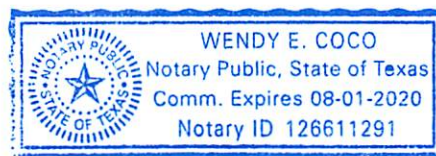
COUNTY OF WILLIAMSON

This instrument was acknowledged before me on 12/21/17, 2017 by Dan A. Gattis, County Judge of the County of Williamson, Texas, a political subdivision of the State of Texas, on behalf of said county.

(Seal)



Notary Public Signature



Grantee hereby accepts this Easement subject to the terms and conditions hereof.



GRANTEE:

**PARKSIDE AT MAYFIELD RANCH
MUNICIPAL UTILITY DISTRICT**, a political
subdivision of the State of Texas


By: 
Dan Ryan, President
Board of Directors

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on December 12, 2017,
by Dan Ryan, President of the Board of Directors of Parkside at Mayfield Ranch Municipal
Utility District, a political subdivision of the State of Texas, on behalf of said political
subdivision.

(Seal)


Notary Public Signature

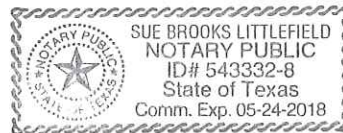


EXHIBIT "A"
EASEMENT TRACT
LEGAL DESCRIPTION

BEING a 0.122 acre tract of land situated in the Anastasha Carr Survey, Abstract No. 122 in Williamson County, Texas; same being a portion of a called 558.26 acre tract of land described in the Deed Without Warranty to Williamson County recorded in Document No. 2006065107 of the Official Public Records of Williamson County, Texas; said 0.122 acre tract of land being more particularly described by metes and bounds as follows with bearings referenced to the Texas Coordinate System of 1983, Central Zone:

COMMENCING at a 1/2" iron rod found for the westerly corner of Lot 58 of the WHITETAIL SUBDIVISION, a subdivision recorded in Cabinet C, Slide 117 of the Plat Records of Williamson County, Texas and being an angle point in the easterly line of Lot 48A, Block B of PARKSIDE AT MAYFIELD RANCH SECTION 8, a subdivision recorded in Document No. 2015085072 of the Official Public Records of Williamson County, Texas.

THENCE with the common line of said Lot 58 and said 48A, South 24°14'38" East a distance of 345.43 feet to the easterly corner of said Lot 48A and the southerly corner of said Lot 58 being an angle point in the northerly line of said 558.26 acre tract of land and the POINT OF BEGINNING of the herein described tract, from which a 1/2" iron rod with cap stamped "RJ SURVEYING" found bears South 69°20'32" West a distance of 52.61 feet;

THENCE with the common line of said Lot 58 and said 558.26 acre tract of land, North 80°34'17" East a distance of 18.33 feet;

THENCE over and across said 558.26 acre tract of land the following courses and distances:

South 69°15'47" East a distance of 42.25 feet to the point of curvature of a curve to the right;


Southeasterly with said curve to the right having a radius of 380.00 feet and a delta angle of 13°59'25", an arc distance of 92.79 feet (the chord of said curve bears South 62°16'04" East a distance of 92.56 feet);

South 37°04'52" West a distance of 40.04 feet to the beginning of a non-tangent curve to the left;

Northwesterly with said non-tangent curve to the left having a radius of 340.00 feet and a delta angle of 13°42'47", an arc distance of 81.38 feet (the chord of said curve bears North 62°24'23" West a distance of 81.18 feet);

North 69°15'47" West a distance of 30.95 feet;

North 20°40'24" West a distance of 41.05 feet to the POINT OF BEGINNING and CONTAINING an area of 0.122 acres of land.



Gary C. Bowes
Registered Professional Land Surveyor No. 4053

11/20/2017
Date



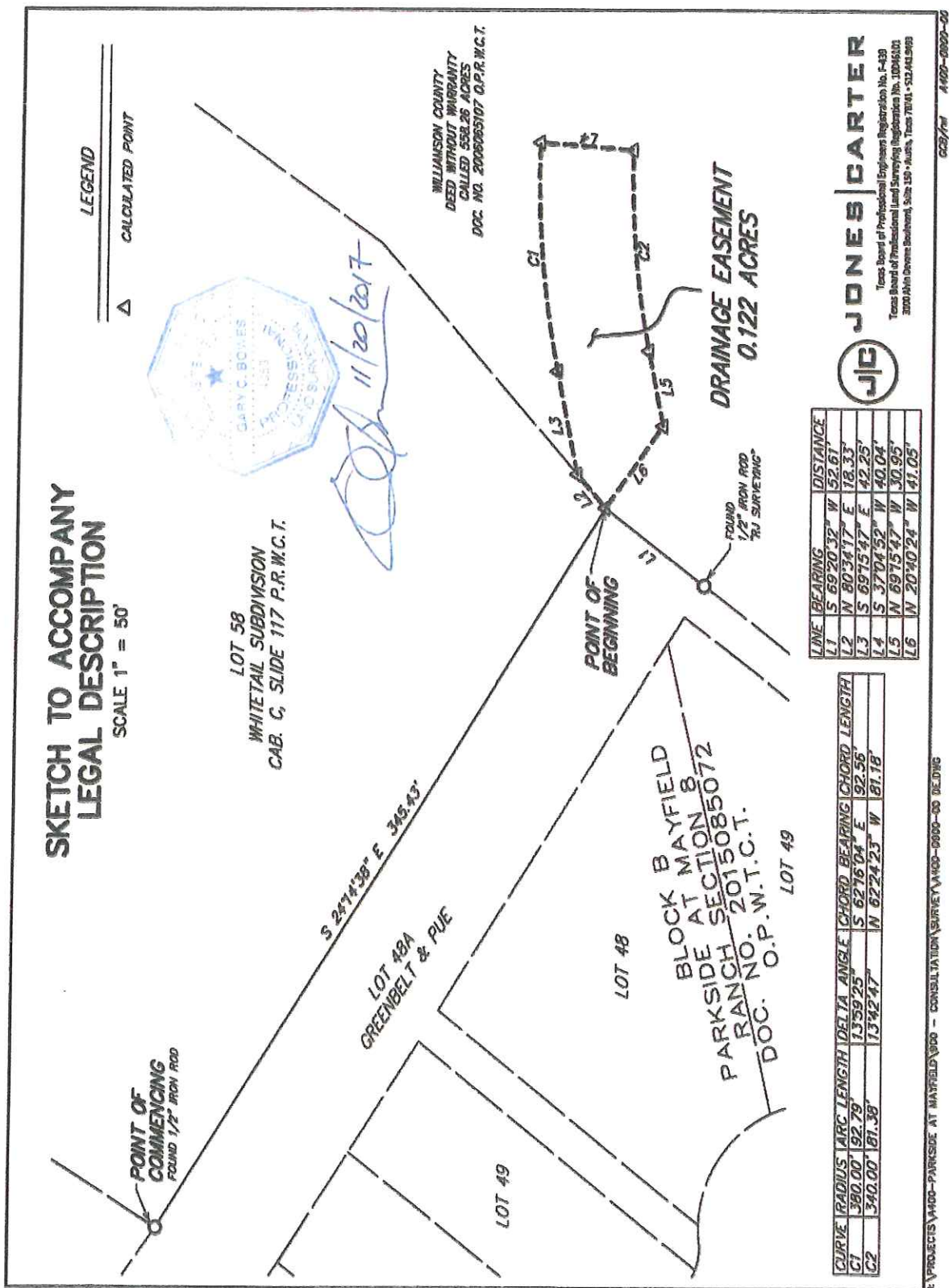


EXHIBIT "B"

AGREEMENT RELATING TO CONSTRUCTION OF IMPROVEMENTS WITHIN EASEMENT

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This Agreement Relating to Construction of Improvements within Easement (this "Agreement") is made and entered into on the date set forth below, by and between **Brushy Creek Municipal Utility District**, a conservation and reclamation district of the State of Texas created and operating under the authority of Chapters 49 and 54, Texas Water Code ("BCMUD"), and **Parkside at Mayfield Ranch Municipal Utility District**, a conservation and reclamation district of the State of Texas created and operating under the authority of Chapters 49 and 54, Texas Water Code, whose address is c/o Armbrust & Brown, PLLC, 100 Congress Avenue, Suite 1300, Austin, Texas, 78701 ("PMRMUD"). BCMUD and PMRMUD are individually referred to herein as a "Party" and collectively referred to herein as the "Parties."

RECITALS

A. Whereas, BCMUD is a holder of easement rights dedicated under that certain "Easement or Water Facilities" executed June 30, 2005 and recorded as Document No. 2006031264 of the Official Public Records of Williamson County, Texas (the "BCMUD Easement"), and BCMUD is a party for limited purposes to that certain "Water Line Easement" recorded as Document No. 2011049089 of the Official Public Records of Williamson County, Texas;

B. Whereas, PMRMUD is the holder of easement rights dedicated under that certain "Drainage Easement" recorded as Document No. 20150059442 of the Official Public Records of Williamson County, Texas (the "PMRMUD Easement");

C. Whereas, PMRMUD desires to install a concrete sidewalk, rock riprap and rock berm improvements, as more particularly described in **Exhibit "A"** attached hereto (collectively, the "Erosion Control Improvements") within the lands encumbered by the BCMUD Easement in order to mitigate potential erosion damage caused by stormwater flows from the PMRMUD drainage improvements located within the PMRMUD Easement; and

D. Whereas, the Parties desire to enter into this Agreement to set forth the terms and conditions pursuant to which BCMUD consents to construction and operation of the Erosion Control Improvements within the BCMUD Easement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereafter set forth, the receipt and sufficiency of which are hereby acknowledged, BCMUD and PMRMUD hereby agree as follows:

1. **Approval.** BCMUD hereby consents to the construction of the Erosion Control Improvements within the BCMUD Easement at the locations and in accordance with the specifications set forth in **Exhibit "A"** attached hereto.

2. **Damage to BCMUD Facilities.** PMRMUD agrees that it shall be responsible for all costs of repair of any damage caused to BCMUD's waterline improvements located within the BCMUD Easement arising out of, or in connection with, construction, operation, maintenance, repair or replacement of the Erosion Control Improvements. In the event of any such damage, BCMUD shall provide a written invoice for all such costs and expenses, and PMRMUD shall provide payment in the full amount of the invoiced sum within 30 days after receipt of the invoice. BCMUD agrees that the invoice will include a description in reasonable detail to allow PMRMUD to confirm that the damage was caused by the construction, operation, maintenance, repair or replacement of the Erosion Control Improvements and to verify all costs and expenses incurred by BCMUD.

3. **Future Improvements.** The consent of BCMUD set forth herein is limited to the construction of the Erosion Control Improvements more particularly described on **Exhibit "A"** attached hereto, and this Agreement does not authorize the construction of any additional improvements within the BCMUD Easement.

4. **Maintenance and Operation of Erosion Control Improvements.** PMRMUD assumes sole responsibility for operation and maintenance of the Erosion Control Improvements, and BCMUD shall have no responsibility therefor.

5. **BCMUD Easement Rights.** The BCMUD Easement shall remain in full force and effect and this Agreement is not intended to, and shall not be construed to, release or modify the BCMUD Easement or any portion thereof, or BCMUD's rights thereunder, in any manner. BCMUD retains the full right and authority to exercise its rights under the BCMUD Easement, including the right and authority to access, inspect, operate, repair, maintain, replace or construct waterline(s) within the BCMUD Easement.

6. **Future Damage to Erosion Control Improvements.** BCMUD will endeavor to exercise its rights under the BCMUD Easement so as to minimize any damage to the Erosion Control Improvements; provided, however, BCMUD shall not be required to incur any unnecessary or additional costs or expenses in connection therewith. In the event that it is necessary for BCMUD to exercise any rights under the BCMUD Easement in a manner that would damage the Erosion Control Improvements, and BCMUD damages or destroys all or any portion of the Erosion Control Improvements in connection therewith, BCMUD shall have absolutely no responsibility for any such damages and shall have no obligation to repair, restore or replace the Erosion Control Improvements, and PMRMUD agrees to be solely responsible for such repair, restoration or replacement.

7. **Recordation.** Upon execution hereof, this Agreement shall be recorded in the real property records of Williamson County, Texas.

8. **Miscellaneous.**

(a) The constitution and laws of the State of Texas and the decisions of its courts shall govern with respect to any question or controversy which may arise under this Agreement.

(b) A waiver by any party hereto of any default by another party hereunder shall not be deemed a waiver by such party of any default by other parties which may thereafter occur.

(c) This Agreement contains the entire agreement between the Parties, and may be amended only by express written agreement signed by the Parties.

(d) This Agreement is binding upon and inures to the benefit of the Parties hereto, and their respective successors and representatives. This Agreement may not be assigned by any party without the express written consent of the other Party.

After recordation, return to:

Brushy Creek Municipal Utility District
16318 Great Oaks Drive
Round Rock, Texas 78681

EXECUTED TO BE EFFECTIVE AS OF THE LAST DATE OF EXECUTION BY THE PARTIES
BELOW.

BRUSHY CREEK MUNICIPAL UTILITY DISTRICT:

By: _____
Name: _____
Title: _____
Date: _____

ATTEST:

Secretary

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the ____ day of _____, 2017, by
_____, _____ of Brushy Creek Municipal Utility District, a conservation and reclamation
district of the State of Texas, on behalf of said conservation and reclamation district.

Notary Public, State of Texas

(SEAL)

**PARKSIDE AT MAYFIELD RANCH MUNICIPAL
UTILITY DISTRICT:**

By: _____
Name: _____
Title: _____
Date: _____

ATTEST:

Secretary

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

 This instrument was acknowledged before me on the ____ day of _____, 2017, by _____ of Parkside at Mayfield Ranch Municipal Utility District, a conservation and reclamation district of the State of Texas, on behalf of said conservation and reclamation district.

Notary Public, State of Texas

(SEAL)

CONSENT OF WILLIAMSON COUNTY

By its execution below, Williamson County consents to the terms of the foregoing Agreement Regarding Construction of Improvements within Easement, and specifically agrees that Brushy Creek Municipal Utility District shall not be responsible for any damages to, nor for repair or replacement of, any Erosion Control Improvements installed within the BCMUD Easement that may arise out of or in connection with the exercise of easement rights by Brushy Creek Municipal Utility District.

WILLIAMSON COUNTY:

By: [Signature]

Name: Dana A. Gattis

Title: County Judge

Date: 12-21-2017

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on 12/21, 2017, by DANA GATTIS
_____ of Williamson County, on behalf of said county.

(Seal)

[Signature]
Notary Public Signature

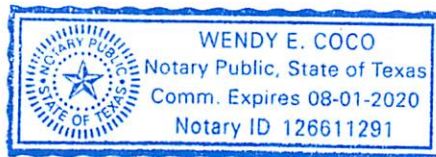


Exhibit "A"

Description of Erosion Control Improvements

- 6 -