

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**UTILITY PIPELINE AND RIGHT-OF-WAY EASEMENT**

**Date:** 06/03/2024

**Grantor:**

**Grantor's Address:**

**Grantee:** County Line Special Utility District, a conservation and reclamation district under Article XVI, Section 59 of the Texas Constitution, operating under Chapters 49 and 65 of the Texas Water Code

**Grantee's Address:** 8870 Camino Real, Umland, Texas 78640

**Consideration:** TEN DOLLARS (\$10.00) and other good and valuable consideration paid by Grantee, the receipt and sufficiency of which is hereby acknowledged by Grantor

**Easement Property:** All of the tracts, pieces, or parcels of land, lying and being situated in the County of Hays, State of Texas, described with particularity by metes and bounds in Exhibit "A" and "B" (The Survey Sketch), attached hereto and made a part hereof for all purposes.

**Grant of Easement and Easement Scope and Purposes:** Grantor, for the Consideration, does hereby grant and convey unto Grantee, its successors and assigns, to have and to hold forever, a non-exclusive permanent easement upon, within, over, under and across the Easement Property, together with all and singular the rights and appurtenances thereto in anywise belonging. The purposes for this easement include the right to excavate, place, lay, construct, install, and thereafter, repair, replace, upgrade, reconstruct, remove, inspect, and perpetually use, access, maintain, and operate the Utility Facilities for the purpose of providing public water and wastewater utility services, the collection of water and/or wastewater to be reclaimed or reused, and the distribution or conveyance of each. Except as modified herein, this grant shall carry with it the right of ingress and egress to and from the Easement Property at all reasonable times, with the right to use existing roads for the purpose of constructing, installing, repairing, replacing, reconstructing, inspecting, accessing, maintaining, and operating the Utility Facilities. The rights, terms, and provisions of this easement shall run with the land, and be binding upon and benefit the successors and assigns of Grantor and Grantee. Grantee shall have such other rights and benefits necessary and/or convenient for the full enjoyment and use of the rights herein granted, including without limitation, (1) the reasonable right from time to time to remove any and all paving, undergrowth and other obstructions that may damage Grantee's Utility Facilities or interfere with its purposes and (2) the

right to abandon-in-place, within the Easement Property, any and all utility lines and associated appurtenances, such that Grantee shall have no obligation or liability to Grantor or their successors or assigns to move or remove any such abandoned utility lines or appurtenances.

**Utility Facilities:** Pipelines for the collection and transmission of water, reuse water, and wastewater and associated communication systems, connections, pumps, drain valve assemblies, air releases, valves, manholes, and all related electrical and communication lines, facilities, equipment and appurtenances, route markers, access ways, roadways and all other above-ground and below-ground facilities and/or necessary appurtenances and improvements deemed in Grantee's sole discretion to be necessary or desirable with respect to the Utility Facilities. Grantee will bury any pipeline so that the top of same is at least three feet below the surface of the Easement Property. Grantee may, however, construct and maintain the other Utility Facilities and associated other structures and equipment above the surface of the Easement Property.

**Temporary Workspace Easement:** In addition to the rights in the Easement Property, Grantor also hereby grants unto Grantee a Temporary Workspace Easement, 30 feet in width, depicted on Exhibit "B" for Grantee to carry out its purposes hereunder, including but not limited to construction staging, equipment storage, temporary spoil storage, and access on Grantor's property adjacent to the Easement Property. The duration of said Temporary Workspace Easement shall not exceed (24) months, commencing upon execution of this document and terminating upon the earlier of Grantee's completion of its initial pipeline installation project within the Easement Property or June 3, 2026, whichever date first occurs; provided, however, that this Temporary Workspace Easement shall revert to the Grantor and shall not be available to the Grantee without future consent of Grantor, which consent shall not be unreasonably withheld if needed for the same purposes set forth herein.

**Notification Prior to Access:** Grantee, its agents, and employees will endeavor to contact Grantor or its Grantor's tenant at least 24 hours prior to accessing the Easement Property. This notice period is not required for emergency conditions.

**Grantor's Reserved Right:** Grantor reserves the right to use the Easement Property for any purpose that will not hinder, conflict, or interfere with the exercise of Grantee's rights hereunder. Grantor reserves the right to allow additional underground utilities and infrastructure to traverse perpendicularly across the Facilities, upon written approval of the plans and specifications by Grantee, which approval shall not be unreasonably withheld, and provided that the location of such additional utilities and infrastructure are marked and identifiable. Grantor and Grantor's employees, agents, and invitees shall have access over the surface of the Easement Property, and Grantee shall not unreasonably prohibit ingress and egress to and from Grantor's adjacent land because of construction or for any other reason.

**After Construction/Maintenance and Damages:** Grantee covenants and agrees to restore the **surface** of the Easement Property and surrounding property, whenever disturbed by Grantee, to a condition that existed immediately prior to such disturbance to the extent reasonably feasible, including, but not limited to, compaction of excavated areas, restoration of pavement areas, landscaping, fencing, sidewalks and other improvements, and removal of construction-related debris. Grantor agrees that the Consideration conveyed herein shall be considered full

compensation for any diminution in value that may result to Grantor's remaining property by virtue of this easement and for damages, if any, to the Easement Property and for any and all damages to improvements, crops, pasturage, timber, trees and brush in the Easement Property, which may result from Grantee's exercise of rights hereunder, and that no other damages, rights, or remedies will be enforceable, collectible or available to Grantor.

**Grantor's Authority to Grant this Easement:** Grantor warrants to Grantee that the undersigned has the full power and authority to execute this easement and fulfill its obligations under this easement. Should one or more of the Grantors herein be natural persons and not be joined by the respective spouse, it is conclusively presumed that the Easement Property is not the residence or business homestead of such Grantor(s) and that the Grantors have full authority to grant this easement as their separate property. Should one or more of the Grantors herein be a legal entity other than a natural person, it shall be conclusively presumed that the person signing on behalf of such party has been duly and legally authorized to so sign and there shall be no necessity for a seal or attestation.

**Release:** Grantee agrees to hold harmless Grantor, to the full extent of Grantee's liability to the extent allowed by applicable laws, from and against claims for personal injuries or property damage arising out of the Grantee's activities in the Easement Property. Grantor and Grantee hereby waive any legal rights each may acquire against the other party, and hereby release each other, for the loss of or damage to their respective property or to property in which they may have an interest, but only for any loss or damage that is caused by an insured hazard arising out of or in connection with the Easement Property, to the extent such loss or damage is paid by for by insurance proceeds.

**Exceptions to Conveyance and Warranty:** Grantor covenants that Grantor is the owner of the above described property, and that said property is free and clear of all encumbrances and liens except the following:

Exceptions, covenants, or easements affecting the Easement Property, if any, that are recorded in the Official Public Records of the county in which the Easement Property is located.

**Assignment:** This instrument, and the terms and conditions contained herein, inure to the benefit of and are binding upon Grantor and Grantee, and their respective heirs and personal representatives, and successors and/or assigns.

**Applicable Law:** The laws of the State of Texas govern the validity, enforcement and interpretation of this instrument. Venue for any legal action hereunder is agreed to be in Caldwell County, Texas.

**Mortgage Subordination:** Grantor represents and warrants to Grantee that there is no presently existing deed of trust lien applicable to the Easement Property. Grantor does hereby bind itself, its successors, and assigns, subject to existing matters of record affecting the above-described property, to WARRANT AND FOREVER DEFEND this easement, together with all and singular, the rights and appurtenances thereto, in anyway belonging unto Grantee, against every person

whomsoever lawfully claiming or to claim the same or any part thereof, by and through Grantor but not otherwise.

Grantor does hereby bind itself, its successors, and assigns, subject to existing matters of record affecting the above-described property, to WARRANT AND FOREVER DEFEND this easement, together with all and singular, the rights and appurtenances thereto, in anyway belonging unto Grantee, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by and through Grantor but not otherwise.

When the context requires, singular nouns and pronouns include the plural.

WITNESS THE EXECUTION HEREOF the \_\_\_\_ day of \_\_\_\_\_, 2024.

**Grantor:**

By: \_\_\_\_\_

**ACKNOWLEDGMENT**

THE STATE OF TEXAS    §  
  §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2024,  
by

\_\_\_\_\_  
My Commission Expires

\_\_\_\_\_  
Notary Public, State of Texas

**Grantee:**

**County Line Special Utility District**

By: \_\_\_\_\_  
Toni Brewer, Board President

Executed on: \_\_\_\_\_

**ACKNOWLEDGMENT**

THE STATE OF TEXAS    §  
                                  §  
COUNTY OF HAYS       §

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2024,  
by Toni Brewer, Board President, County Line Special Utility District.

\_\_\_\_\_  
My Commission Expires

\_\_\_\_\_  
Notary Public, State of Texas