

UTILITY EASEMENT

THE STATE OF TEXAS §
COUNTY OF WILLIAMSON COUNTY §

DATE: 4/26/2021
GRANTOR: HUGH ALLEN SMITH

GRANTOR'S MAILING ADDRESS: 2213 S 53RD ST, TEMPLE, TEXAS 76504

GRANTEE: CITY OF JARRELL, TEXAS

GRANTEE'S MAILNG ADDRESS: 161 TOWN CENTER BLVD., JARRELL, TEXAS, WILLIAMSON COUNTY, TX 76537

CONSIDERATION: Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, and for which no lien, expressed or implied, is retained.

PROPERTY: A 25' foot wide as described in attached survey water and/or wastewater line easement (the "Easement") for the construction, installation, operation, maintenance, replacement, upgrade, removal and repair of water lines, and making connections therewith, in, upon and across the following described land, to-wit:

KNOW ALL MEN BY THESE PRESENTS, **GRANTOR**, for the **CONSIDERATION** paid to **GRANTOR**, the receipt and sufficiency of which is hereby acknowledged and confessed, and for which no lien, expressed or implied, is retained, have this day **GRANTED, SOLD AND CONVEYED**, and by these presents do hereby **GRANT, SELL AND CONVEY**, unto Grantee, its successors, and assigns, an exclusive, perpetual easement for the purpose of placing, constructing, operating, repairing, maintaining, rebuilding, replacing, relocating and removing or causing to be placed, constructed, operated, repaired, maintained, rebuilt, replaced, relocated and removed structures or improvements reasonably necessary and useful for water and or wastewater mains, lines and pipes, and the supplying of water and or wastewater utility services in, upon, under and across the **PROPERTY**.

This easement is subject to the following covenants:

1. Grantee shall have the right to place new or additional utility lines over the easement property. The Easement hereby granted shall not exceed feet in width as more particularly described by metes and bounds on the attached Exhibit "A" and is shown on the map or plat attached as Exhibit "B." which exhibits are incorporated herein for all purposes. Within the described permanent easement described herein, Grantee shall have exclusive easement and right-of-way rights for the purposes stated herein to a 25 foot wide strip of land, the center line of which shall be defined as the center line of said pipe as installed across Grantor's property. In addition to the Easement herein granted, Grantee is hereby granted and conveyed a temporary construction easement 25 feet in width upon and across

the property of Grantor for the construction and installation of the facilities, including a water line and/or wastewater line with related facilities to be located upon the Easement. The temporary construction easement shall terminate and be of no further force or effect upon completion of original construction of such facilities and acceptance of the facilities by Grantee for operation and maintenance. Grantor hereby retains, reserves, and shall continue to enjoy the use of the surface of the Property for any and all purposes, which do not interfere with or prevent the use by Grantee of the Easement herein granted. Within the Easement, Grantee has the right to trim and cut down trees and shrubbery and to remove other improvements and structures to the extent reasonably necessary to prevent interference with the operation or repairs to Grantee's facilities.

2. Upon completion of initial construction and installation of water line and/or wastewater line facilities, or upon completion of any subsequent construction, maintenance or repair which disturbs the surface of the Easement, Grantee will fill all trenches, remove all construction debris and restore the surface of the Easement substantially to its condition prior to commencement of such construction, maintenance or repair. The foregoing notwithstanding, Grantee has the right to cut, trim or remove trees, shrubbery and other vegetation which exist on or encroach upon the Easement with no restoration being required hereunder.
3. No permanent improvements, inconsistent with the Grantee's use of the Easement, such as, but not necessarily limited to, houses, barns, sheds, septic fields, stock tanks, or paved parking lots shall be constructed or placed on or within any portion of the permanent Easement. Reserved to the Grantor will be the right to pass back and forth across the Easement on foot or in vehicles; to cultivate or landscape same; to raise crops or gardens thereon; to fence and graze cattle and livestock thereon; to lay out, dedicate, construct, and maintain roads, streets, driveways, and utility lines across the Easement at any angle not less than 45 degrees to said water lines and/or wastewater lines; provided, however, that Grantee's lines shall not be obstructed, endangered, or interfered with and that said lines shall always be left with proper cover and sufficient and permanent support.
4. Grantor reserves the right to use the Property for all purposes that do not unreasonably interfere with or prevent Grantee's use of the Property as provided herein. Specifically, and without limiting the generality of the foregoing, Grantor has the right *but not the obligation* to place, construct, operate, repair, replace and maintain roadways, driveways, drainage, landscaping and signage on, in, under, over and across the Property, and to dedicate and grant public or private easements for such purposes, so long as such use does not unreasonably interfere with or prevent Grantee's use of the Property as provided herein, provided that such improvements must be installed in accordance with applicable law and provided that Grantee shall not be responsible for any damage or injury to such improvements that are caused by Grantee's activities under this Easement. The parties shall reasonably cooperate so as to locate drainage facilities so that such facilities do not damage, interfere with, or hinder the placement, construction, maintenance, operation, repair, or replacement of *all* facilities under this Easement. Grantor may not construct any building, fences, walls, or similar improvements on the Property.

5. This Utility Easement is granted and accepted subject to any all easements, covenants, rights-of-way, conditions, restrictions, encumbrances, mineral reservations and royalty *reservations*, if any, relating to the Property to the extent and only to the extent that same may still be in force and effect, and either shown of record in the Office of the County Clerk of Williamson County, or apparent on the ground.
6. The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the installation of the structures referred to herein and Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damage will result from its use to Grantor's premises. The Grantor shall inform Grantee in writing, of any other damage claim arising from Grantee's actions while on Grantor's property. Said written notice for claim of damages must be given within 120 days after the installation of the structures referred to herein on Grantor's property has been completed. The written notice shall describe the damage that has occurred and is a condition precedent to the right to recover. Where a written claim is not timely filed, Grantee shall not be liable for same.
7. The covenants and terms of this Easement are covenants running with the land, and inure to the benefit of, and are binding upon, Grantor, Grantee, and their respective heirs, executors, administrators, legal representatives, successors and assigns.

Grantor warrants and shall forever defend this Easement to Grantee against anyone asserting a claim to the Easement or any part thereof. This Easement together with other provisions of this grant shall constitute a covenant running with the land for the benefit of Grantee, its successors, and assigns. The Grantor covenants that it is the owner of the above-described lands and that said lands are free and clear of all encumbrances and liens except the following: none.

TO HAVE AND TO HOLD the above-described easements, together with the right of ingress and egress at all times upon and across the Easement, together with all singular the rights and appurtenances thereto in anywise belonging unto **GRANTEE**, and **GRANTEE's** successors and assigns forever; and does hereby bind himself, his heirs, successors and assigns to **WARRANT AND FOREVER DEFEND** all and singular the easements unto **GRANTEE**, its successor and assigns, against every person whomsoever lawfully claiming or to claim the same, or any thereof, subject to the exceptions set forth above. In the event that immediate access to the Easement is not reasonably available over the Easement itself, and only in that event, then Grantee has the right of ingress and egress over existing roads across the adjacent or remainder property of Grantor for the purpose of obtaining such access. In the event that such access is not reasonably available over the Easement and is not available over existing roads, and only in that event, Grantee shall have the right of reasonable ingress and egress over the adjacent property of Grantor along any route that is reasonable and appropriate under the circumstances then existing in order to obtain such access without disturbing existing structures, fixtures, or improved landscape areas.

IN WITNESS HEREOF, Grantor has caused this instrument to be executed on this ____ day of _____, 20_____.

By: HUGH ALLEN SMITH

Hugh Allen Smith

THE STATE OF TEXAS

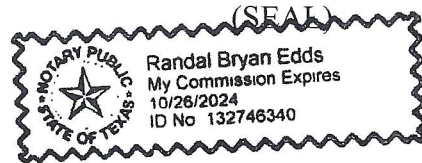
COUNTY OF WILLIAMSON

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared *HUGH ALLEN SMITH*, GRANTOR OR AGENT, Grantors herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the *8th* day of *June* 2021.

Randal Bryan Edds

Notary Public – State of Texas



AFTER RECORDING RETURN TO:

City of Jarrell
161 Town Center Blvd.
Jarrell, TX 76537



Land Surveying. Land Planning. Consulting.

Firm: 10194104 512-915-4950

1430 N. Robertson Road, Salado, Texas 76571

FIELD NOTES FOR A 6.087 ACRE UTILITY EASEMENT:

BEING A 6.087 ACRE UTILITY EASEMENT, LOCATED IN THE EDMOND PARSONS SURVEY, ABSTRACT NO. 494, WILLIAMSON COUNTY, TEXAS; SAID 6.087 ACRE EASEMENT, BEING WITHIN THAT CALLED 44.34 ACRE TRACT OF LAND KNOWN AS "FIRST TRACT", RECORDED IN VOLUME 582, PAGE 624, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, AND WITHIN THE REMAINING PORTION OF THAT CALLED 100 ACRE TRACT OF LAND KNOWN AS "SECOND TRACT" RECORDED IN VOLUME 582, PAGE 624, DEED RECORDS, WILLIAMSON COUNTY, TEXAS; SAID 6.087 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod with a red "EASEMENT MONUMENT" plastic cap set in the southeast right-of-way line of F.M. Highway 487, a southeast line of that called 1.247 acre tract of land deeded to the State of Texas, recorded in Volume 401, Page 271, Deed Records, Williamson County, Texas, a northwest line of the remainder of said 100 acre tract, said point being an exterior angle point of the herein described easement which bears N 68° 09' 49" E, a distance of 819.57' from a TxDOT concrete monument located for an angle point in the southeast right-of-way line of F.M. Highway 487;

Thence, with the southern right-of-way line of F.M. Highway 487, the southwest and southeast lines of said 1.247 acre tract, the following three (3) courses and distances:

1. **N 68° 09' 49" E**, a distance of **35.61'**, to a 1/2" iron rod with a red "EASEMENT MONUMENT" plastic cap set for an angle point of the herein described easement;
2. **S 67° 14' 44" E**, a distance of **56.57'**, to a 1/2" iron rod with a red "EASEMENT MONUMENT" plastic cap set for an angle point of the herein described easement;

3. **N 68° 01' 16" E**, a distance of **25.64'**, to a 1/2" iron rod with a red "EASEMENT MONUMENT" plastic cap set at the intersection of the southeast right-of-way line of F.M. Highway 487 and the southwest right-of-way line of County Road 216, being in a southeast line of said 1.247 acre tract, being an exterior corner of the remainder of said 100 acre tract, said point being an exterior corner of the herein described easement;

Thence, with the northeast line of the remainder of said 100 acre tract, the northeast and southeast lines of said 44.34 acre tract, the following two (2) courses and distances:

4. **S 21° 40' 05" E**, a distance of **4683.62'**, to a to a 1/2" iron rod with a blue "QUICK INC RPLS 6447" plastic cap set for the easternmost corner of the herein described easement;
5. **S 68° 30' 19" W**, a distance of **1335.00'**, to a to a 1/2" iron rod with a blue "QUICK INC RPLS 6447" plastic cap set in the northwest right-of-way line of County Road 216, being the southernmost corner of said 44.34 acre tract, the easternmost corner of that called 110.7 acre tract of land recorded in Document No. 2017040199, Official Public Records, Williamson County, Texas, said point being the southernmost corner of the herein described easement which bears N 68° 10' 15" E, a distance of 1438.50' from a 1/2" iron rod located in the northwest right-of-way line of County Road 216 for the southernmost corner of said 110.7 acre tract;
6. **Thence**, departing the northwest right-of-way line of County Road 216, with a southwest line of said 44.34 acre tract, a northeast line of said 110.7 acre tract, **N 21° 37' 18" W**, a distance of **29.27'**, to a 1/2" iron rod with a red "EASEMENT MONUMENT" plastic cap set in a southwest line of said 44.34 acre tract, a northeast line of said 110.7 acre tract, said point being an exterior corner of the herein described easement;


Thence, across said 44.34 acre tract and said 100 acre tract, with a line 50.00' offset from and parallel to the existing centerline of the asphalt roadway of County Road 216, the following seven (7) courses and distances:

7. **N 67° 37' 00" E**, a distance of **690.64'**, to a 1/2" iron rod with a red "EASEMENT MONUMENT" plastic cap set for an angle point of the herein described easement;

8. **N 69° 39' 28" E**, a distance of **566.24'**, to a 1/2" iron rod with a red "EASEMENT MONUMENT" plastic cap set for the beginning of a curve to the left of the herein described easement;
9. with said curve to the left containing a radius of 30.00', a central angle of 092°08'54", a chord which bears N 23° 35' 01" E, a chord distance of 43.21', a total **curve length** of **48.25'**, to a 1/2" iron rod with a red "EASEMENT MONUMENT" plastic cap set for a point of tangency of the herein described easement;
10. **N 22° 00' 00" W**, a distance of **941.73'**, to a 1/2" iron rod with a red "EASEMENT MONUMENT" plastic cap set for an angle point of the herein described easement;
11. **N 21° 29' 31" W**, a distance of **1831.02'**, to a 1/2" iron rod with a red "EASEMENT MONUMENT" plastic cap set for an angle point of the herein described easement;
12. **N 21° 18' 04" W**, a distance of **1826.42'**, to a 1/2" iron rod with a red "EASEMENT MONUMENT" plastic cap set for an angle point of the herein described easement;
13. **N 67° 14' 44" W**, a distance of **92.32'**, to the **POINT OF BEGINNING** containing **6.087 acres** of land.

Note: The basis of bearing was established using the Trimble VRS Network, NAD (83), Texas State Plane Coordinate System, Central Zone, 4203, US Survey Foot, Grid. A survey plat was prepared by a separate document.




Travis L. Quicksall RPLS #6447
Date: 04/16/2021
Job #21-2016.17