

UTILITY PIPELINE AND RIGHT-OF-WAY EASEMENT

STATE OF TEXAS
COUNTY OF TRAVIS

DATE: _____, 20____

GRANTOR: City of Bee Cave Texas

GRANTOR'S ADDRESS: 4000 Galleria Pkwy, Bee Cave, Texas, 78738-6370

GRANTEE: West Travis County Public Utility Agency
(WTCPUA), a publicly owned Water and
Wastewater utility and a political subdivision in the
State of Texas

GRANTEE'S ADDRESS: 13215 Bee Cave Pkwy, Building B, Ste 110
Bee Cave, Travis County, Texas 78738

EASEMENT PROPERTY: A tract of land consisting of 0.5520 acres, more or
less, situated in Travis County, Texas, and described
in the attached **Exhibit A**, which is incorporated in
and made a part of this instrument for all purposes.

GRANTOR, for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, sell and convey to GRANTEE, its successors and assigns, a perpetual, exclusive utility and right-of-way easement upon, within, over, under and across that portion of the Easement Property bounded and described on Exhibit A, attached hereto and incorporated herein (the "Easement.")

The Easement Property may be used by GRANTEE for the purposes of constructing, installing, operating, repairing, maintaining, replacing, inspecting, upgrading and activities related thereto underground waterwater lines and related facilities and equipment, including connections therewith (the "Utility Facilities") upon, over, under and across the Easement Property, together with the right of ingress and egress over, along and across the Easement Property and further including the right to cut and trim trees and shrubbery and to remove obstructions that may encroach on the Easement Property.

GRANTOR may not place, erect or maintain in or on the Easement Property (a) any permanent structures including but not limited to habitable structures such as homes or offices, or barns and sheds (b) any structure of any kind in such proximity to the Facilities as would constitute a violation of the National Electric Safety Code in effect at the time the structure is erected, nor, (c) without GRANTEE's prior written consent, any structure, including, but not limited to drainage, filtration or detention ponds, or make changes in

grade, elevation or contour of the land which would impair GRANTEE's access to its Utility Facilities in or on the Easement Property for the purposes stated above. GRANTOR agrees not to grant a temporary or permanent easement in all or any portion of the Easement Property to any third party without the prior written consent of GRANTEE. All oil, gas and other mineral rights remain with GRANTOR, including but not limited to gas strata, uranium and other fissionable materials in, on and under the Easement Property; provided, however, GRANTOR shall not be permitted to drill or operate equipment for the production of minerals on the Easement Property, but they will be permitted to extract the oil, gas, and other minerals from and under the Easement Property by directional drilling and other means, so long as GRANTEE's use of the Easement Property is not disturbed.

Upon completion of initial construction or any subsequent work of the Utility Facilities in or on the Easement Property, GRANTEE shall repair any material damage to the Easement Property including filling trenches, removing rock, construction spoils and debris, repairing or replacing fencing, and pedestrian path improvements, so as to restore same to substantially the same condition it was in prior to commencement of the work, but GRANTEE shall not be required to replace any trees, shrubbery or obstructions which GRANTEE removed due to interference with its use of the Easement Property

GRANTOR shall be responsible for payment of any ad valorem taxes due on the Easement Property.

TO HAVE AND HOLD the same perpetually unto GRANTEE and to its successors and assigns, together with the right and privilege at any reasonable time or times to enter upon and cross the Easement Property to the extent necessary for the foregoing purposes.

GRANTOR, does hereby covenant and bind itself, its heirs, successors, assigns and legal representatives to warrant and forever defend the title to the Easement Property unto GRANTEE, its successors and assigns, against every person whomsoever lawfully claiming or to claim the Easement Property or any part thereof when the claim is by, through, or under GRANTOR, but not otherwise. Such rights and Easement shall be covenants running with the land and shall be binding upon the GRANTOR, its personal representatives, heirs, executors, administrators, successors, and assigns.

Where the context requires, singular terms include the plural.

IN WITNESS WHEREOF, the undersigned has executed this instrument as of the date first above stated.

[Signatures and acknowledgements on following page]

Executed this _____ day of _____, 20____.

Signature of Grantor

Printed name, title

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he/she 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 ___ day of _____, 20____.

Notary Public, State of Texas

(SPACE RESERVED FOR RECORDING INFORMATION)

AFTER RECORDING RETURN TO:

WTCPUA
13215 Bee Cave Pkwy, Building B, Ste 110
Bee Cave, Travis County, Texas 78738

EXHIBIT A

**DESCRIPTION OF THE
EASEMENT AREA**

Attached to and made a part of that certain TEMPORARY CONSTRUCTION
EASEMENT dated _____, 20____, by and
between CITY OF BEE CAVE, TEXAS as Grantor, and WEST TRAVIS COUNTY
PUBLIC UTILITY AGENCY, as Grantee.