

AFTER RECORDING RETURN TO:
ROBERT D. BURTON, ESQ.
WINSTEAD PC
401 CONGRESS AVE., SUITE 2100
AUSTIN, TEXAS 78701
EMAIL: RBURTON@WINSTEAD.COM



UTILITY EASEMENT AGREEMENT

This Utility Easement Agreement ("Agreement") is made by and between **ARROWHEAD RANCH MASTER COMMUNITY, INC.**, a Texas non-profit corporation ("Grantor"), and **THE CITY OF DRIPPING SPRINGS, TEXAS** ("Grantee"), and is as follows:

RECITALS:

A. Grantor is the owner of approximately 5.782 acres of property in Hays County, Texas, as more particularly described on **Exhibit A**, attached hereto and incorporated herein (the "Plant Easement Tract").

B. Grantor desires to grant to Grantee certain easements over the Plant Easement Tract for the access, maintenance, repair, relocation, replacement, placement, removal, modification and operation of a package sewage treatment plant and associated utility lines and systems, upon the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee agree as follows:

1. Utility Easement. Grantor hereby grants and conveys to Grantee a perpetual, and non-exclusive utility easement (the "Utility Easement") over, under, through and across the Plant Easement Tract for the access, maintenance, repair, relocation, placement, replacement, removal, modification and operation of a package sewage treatment plant and associated utility lines and systems, and all related connections and appurtenances thereto (collectively, "Utilities") as Grantee may deem necessary, including the right of ingress and egress to, from, over and across the Plant Easement Tract, and the right of ingress and egress over and across Lot 86, Block D, of Arrowhead Ranch, Phase 4, a subdivision in Hays County, Texas, according to the map or plat thereof recorded in Document No. 20037354, Official Public Records of Hays County, Texas, as reasonably necessary or required to access the Plant Easement Tract.

2. Easement Rights. Grantee may access, maintain, repair, relocate, place, replace, remove, modify and operate the Utilities across, along, under, over, upon and through the Plant Easement Tract, and may enter upon the Plant Easement Tract to engage in all activities as may be necessary, requisite, convenient, or appropriate in connection therewith. Subject

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to the rights granted to Grantee herein, Grantee will, at all times after doing any work in connection with the Utility Easement, restore the surface of the Plant Easement Tract as nearly as reasonably practicable to substantially the condition prior to the undertaking of such work. Grantee shall use commercially reasonable efforts to promptly remedy any damage or other condition relating to any improvements (including, but not limited to, the Utilities) located in the Plant Easement Tract that pose a risk of injury or damage to persons or property, and Grantee shall take reasonable measures to warn others of any such condition with signage, barriers or other reasonable warning devices to the extent such damage, risk or condition is caused by the Grantee or Grantee's agents, employees or contractors.

3. Non-Exclusive Right. The Utility Easement granted herein created is not exclusive, and Grantor hereby expressly reserves the right, for itself and its successors and assigns, without the prior written consent of Grantee or any third parties, to grant such other, similar or dissimilar, easements, rights, benefits, rights-of-way and privileges to such other persons and for such other purposes, and to make or construct improvements over, across, upon and under the Plant Easement Tract, as Grantor, in its sole and absolute discretion, may elect; provided, however, any such easements, rights, benefits, rights-of-way and privileges hereafter granted, and such improvements hereafter made or constructed upon, over, across or under the Plant Easement Tract shall not materially and unreasonably interfere with, or materially and unreasonably restrict the use of the Utility Easement and the other rights and benefits appurtenant thereto or granted herein.

4. Grantor's Property. The Plant Easement Tract shall be Grantor's property and Grantee shall not own any portion thereof. Grantee shall maintain the Utilities, at Grantee's sole costs and expense, in good and safe condition, in a good state of repair, and comply with (and cause all of its employees, agents, representatives and contractors to comply with) all federal, state, and local laws, regulations, rules and ordinances in connection with Grantee's use of the Plant Easement Tract and Utility Easement granted herein.

5. No Liability; Indemnification. Grantor, and Grantor's successors and assigns, shall have no liability to Grantee or its successors and assigns, and Grantee, and its successors and assigns, by acceptance of the easement rights granted herein, shall be deemed to have waived any claims or causes of actions against Grantor and Grantor's successors and assigns, and released Grantor and Grantor's successors and assigns from any liability for any loss or damage to the Utilities or other property of Grantee or any injuries to or death of any person occurring as a result of use of the Plant Easement Tract by Grantor, Grantor's successors or assigns, Grantee or the public, unless directly caused by the gross negligence or willful misconduct of Grantor. GRANTEE AND ITS SUCCESSORS AND ASSIGNS, BY ACCEPTANCE OF THE EASEMENT RIGHTS GRANTED HEREIN, COVENANTS AND AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS GRANTOR, AND GRANTOR'S SUCCESSORS AND ASSIGNS, FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, COSTS, EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES), LIENS, CLAIMS, SUITS AND LIABILITIES ARISING OUT OF OR CONNECTED WITH SUCH GRANTEE'S USE AND ENJOYMENT OF THE EASEMENT RIGHTS GRANTED

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HEREIN, EXCEPT FOR ANY LOSSES OR DAMAGES RESULTING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF GRANTOR.

6. Amendment and Termination. This Agreement may be amended by the mutual consent of Grantor and Grantee. Grantee may also unilaterally terminate this Agreement, in whole or in part, by recordation of a termination instrument executed by Grantee.

7. Dedication Disclaimer. The Utility Easement is not a public easement or right-of-way, but is a private, non-exclusive and limited easement for the use and benefit of Grantee and its successors and assigns, and this Agreement is not intended, and shall not be construed, to be a dedication to the public use of the Plant Easement Tract.

8. Binding Effect, Duration, Use of Easements. The rights, obligations and benefits established pursuant to this Agreement shall run with the land and shall be binding upon and inure to the benefit of Grantor, Grantee and their respective heirs, successors and assigns, provided that the Utility Easement and all other privileges and access rights granted herein, shall automatically terminate, without the necessity of any further action by Grantor or Grantee if expressly abandoned by Grantee and any licensees and/or permittees of Grantee. The Utility Easement and Grantee's use of the Plant Easement Tract are made subject to all presently recorded or validly existing easements, rights-of-way, and other existing instruments affecting the same.

Upon expiration or termination of this Agreement, or at such time as the Utility Easement is abandoned, or Grantee otherwise determines the Utility Easement is no longer necessary, whichever occurs first, Grantee shall promptly remove from the Plant Easement Tract all of the Utilities and any personal property and all fixtures, machinery and equipment, owned by Grantee or installed by Grantee, and restore the surface of the Plant Easement Tract as nearly as reasonably practicable to substantially the condition that existed prior to installation of the Utilities or other items. Notwithstanding the foregoing, prior to removing any Utilities or any personal property or fixtures from the Plant Easement Tract in accordance with this paragraph, Grantee shall provide written notice to Grantor, and Grantor shall have ten (10) days after receipt of such notice to respond in writing, identifying any Utilities or any personal property or fixtures which Grantee shall not remove from the Plant Easement Tract, e.g., perimeter fencing.

9. Governing Law. This Agreement shall be governed by the laws of the state of Texas. Venue for any action brought in connection with this Agreement shall be in Hays County, Texas.

11. Severability. If any clause or provision of this Agreement is or should ever be held to be illegal, invalid or unenforceable under any present or future law applicable to the terms hereof, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby, and that in lieu of each such clause or provision of this Agreement that is illegal, invalid or unenforceable, such clause or provision shall be

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judicially construed and interpreted to be as similar in substance and content to such illegal, invalid or unenforceable clause or provision, as the context thereof would reasonably suggest, so as to thereafter be legal, valid and enforceable.

12. Construction. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular shall be held and construed to include the plural, and vice versa, unless the context requires otherwise. The section headings herein are for convenience or reference purposes only and shall not limit or otherwise affect or be used in the construction or interpretation of the terms and provisions of this Agreement or any part hereof.

13. No Merger. Unless otherwise clearly indicated to the contrary in a written, recorded document executed by Grantor, in no event will there be a merger of the dominant and servient tenements granted herein by virtue of the present or future ownership of any portion of said tenements being vested in the same person or entity, but instead the easements and servitudes created pursuant to the terms of this Agreement will not be extinguished by such vesting in common ownership and the dominant and servient tenements will be kept separate.

14. Recitals. Any recitals in this Agreement are represented to be accurate, and constitute a part of the substantive Agreement.

EXECUTED to be effective on the date this Agreement is recorded.

GRANTOR:

ARROWHEAD RANCH MASTER COMMUNITY, INC.,
a Texas non-profit corporation

By: _____
Printed Name: _____
Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me this ____ day of _____, 2023, by _____ of ARROWHEAD RANCH MASTER COMMUNITY, INC., a Texas non-profit corporation, on behalf of said non-profit corporation.

(SEAL)

Notary Public Signature

GRANTEE:

THE CITY OF DRIPPING SPRINGS, TEXAS

By: _____

Printed Name: _____

Title: _____

THE STATE OF TEXAS §

§

COUNTY OF _____ §

This instrument was acknowledged before me this _____ day of _____, 2023
by _____, _____ of **THE CITY OF DRIPPING SPRINGS,
TEXAS**, on behalf of said city.

Notary Public Signature

(SEAL)

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EXHIBIT A

DESCRIPTION OF PLANT EASEMENT TRACT

[SEE ATTACHED]

5.782 ACRES
BENJAMIN F. HANNA SURVEY NO. 28, ABSTRACT NO. 222
HAYS COUNTY, TEXAS
WW PLANT SITE

METES AND BOUNDS

BEING A 5.782 ACRE TRACT OF LAND SITUATED IN THE BENJAMIN F. HANNA SURVEY NUMBER 28, ABSTRACT NUMBER 222, HAYS COUNTY, TEXAS, BEING A PORTION OF LOT 86, BLOCK D, ARROWHEAD RANCH PHASE 4, A SUBDIVISION RECORDED IN INSTRUMENT NUMBER 20037354, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS, SAID 5.782 ACRE TRACT OF LAND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a 1/2 inch iron rod found at a northern corner of said Lot 86, being at the southwest corner of a called 15.229 acre tract of land conveyed to RWC Management Trust in Instrument Number 20042686, Official Public Records, Hays County, Texas, for the northernmost corner and the **POINT OF BEGINNING** of the herein described centerline description,

THENCE, with the common line of said Lot 86 and said 15.229 acre tract of land, the following two (2) courses and distances, numbered 1 and 2,

- 1) S51°52'26"E, a distance of 243.62 feet to a 1/2 inch iron rod found for corner, and
- 2) S59°16'36"E, a distance of 147.61 feet to a calculated point for the northeast corner of the herein described tract of land,

THENCE, over and across said Lot 86, the following three (3) courses and distances, numbered 1 through 3,

- 1) S28°34'25"W, a distance of 651.64 feet to a calculated point for the southeast corner of the herein described tract of land,
- 2) N74°04'35"W, a distance of 171.94 feet to a calculated point for corner, and
- 3) N06°04'17"W, a distance of 523.43 feet to a 1/2 inch iron rod found at a northern interior corner of said Lot 86,

THENCE, N42°51'43"E, with the north line of said Lot 86, a distance of 314.36 feet to the **POINT OF BEGINNING** and containing 5.782 acres of land.

Surveyed by: _____

Aaron Thomason, R.P.L.S. NO. 6214
Carlson, Brigance and Doering, Inc.
Reg. # 10024900
5501 West William Cannon
Austin, TX 78749
Ph: 512-280-5160
aaron@cbdeng.com



BEARING BASIS: TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204)

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SKETCH TO ACCOMPANY FIELD NOTES

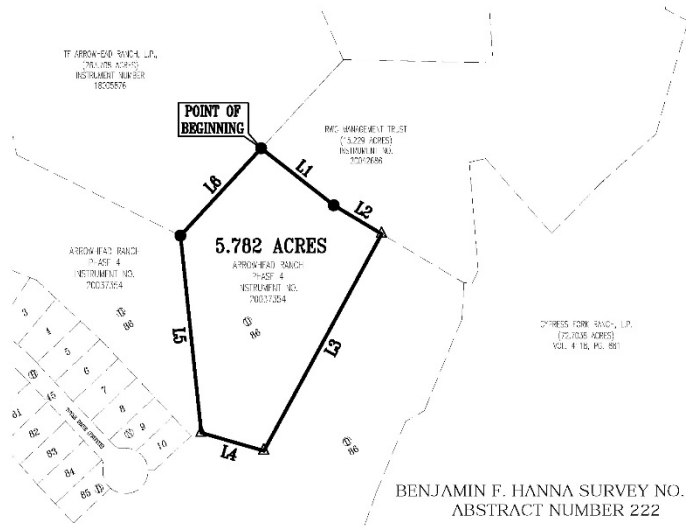


SCALE: 1" = 300'

LEGEND

● 1/2" IRON ROD FOUND

Line Table		
Line #	Length	Direction
L1	243.62	S51°52'26"E
L2	147.61	S89°16'36"E
L3	651.64	S28°34'25"W
L4	171.94	N74°04'35"W
L5	523.43	N06°04'17"W
L6	314.36	N42°51'43"E



BEARING BASIS: TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD83

CCBD Carlson, Brigrance & Doering, Inc.

FIRM ID: #13791 REG. # 10096920

Civil Engineering Surveying
 5311 West Williams Canyon Anado, Texas 75749
 Phone No. (512) 280-5160 Fax No. (512) 280-5165

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