

WATER EASEMENT

THE STATE OF TEXAS

§

COUNTY OF WILLIAMSON

§

§

That, _____ hereinafter referred to as GRANTOR, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, to Grantor in hand paid by the City of Cedar Park, Texas situated in Williamson and Travis Counties, hereinafter called GRANTEE, the receipt and sufficiency of which hereby acknowledged and confessed, and for which no lien, or encumbrance expressed or implied, is retained, has this day GRANTED, SOLD, and CONVEYED and by these presents does GRANT, SELL, and CONVEY unto Grantee, a perpetual, exclusive water easement for the access, installation, construction, operation, maintenance, monitoring, replacement, relocation, upgrade, repair, or removal of public water utilities, lines and facilities, and connections therewith, upon, across, and beneath all or any portion of the following described property, to-wit:

A tract of land consisting of _____ acres more or less, being more particularly described in the attached Exhibit "A", which includes a field note description and sketch, and which is incorporated herein and made a part of for all purposes ("Easement Tract").

TO HAVE AND TO HOLD the same perpetually unto Grantee and Grantee's successors and assigns, together with the right and privilege to enter and use all or part of the Easement Tract, at any and all times for the forgoing purposes. Grantor hereby covenants and binds Grantor and its successors and assigns to WARRANT and FOREVER DEFEND all and singular the Easement unto Grantee and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under such Grantor, but not otherwise.

Grantor reserves the right to enter upon and use the Easement Tract, but in no event shall Grantor use the Easement Tract in any manner which materially interferes with or is inconsistent with the rights granted hereunder.

Nothing herein shall be construed as or create any obligation, duty, or responsibility for Grantee to construct, operate, inspect, monitor, maintain, repair, remove, replace or upgrade, or make connections with the improvements, or related appurtenances on the Easement Tract or to the facilities. While Grantee has the right to maintain the Easement Tract, it shall be Grantor's obligation to maintain the Easement Tract in accordance with the standards set forth in the City of Cedar Park Code of Ordinances.

The Easement and rights and obligations set forth in this water easement are covenants running with the land, shall bind and inure to the benefit Grantor, Grantee, their respective successors and assigns, and any owner of any interest in the Easement Tract or benefitted property.

GRANTOR:

a Texas _____

By:

_____, President

******* NOTARY ACKNOWLEDGEMENT *******

The foregoing instrument was executed before me by _____, President of _____,
_____ a Texas _____ on this the _____ day of _____, 2020.

(Seal and Expiration)

Notary Public, State of Texas

ACCEPTED:

CITY OF CEDAR PARK, TEXAS

Randy Lueders, Director of Engineering and Capital Projects

Exhibit A
Water Easement Area

[to be attached]