

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.

PERMANENT EASEMENT

THE STATE OF TEXAS	§
	§
COUNTY OF TRAVIS	§

GRANT OF PERMANENT EASEMENT:

LYNN BROWN and **JAN BROWN**, a married couple (collectively, the "GRANTOR"), whose address is 10944 Fitzhugh Rd., Austin, Texas 78736 for \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, do hereby grant, sell and convey unto the West Travis County Public Utility Agency ("GRANTEE"), a political subdivision of the State of Texas, whose address is 13215 Bee Cave Parkway, Building B, Suite 110, Bee Cave, Texas 78738, a permanent and exclusive easement and right-of-way (the "EASEMENT") upon, in, over, under, along, and across, together with the right of ingress and egress, the property of GRANTOR, which is more particularly described as follows:

A 0.246 ACRE WATERLINE EASEMENT OVER AND ACROSS 6.739 ACRES OF LAND, MORE OR LESS, OUT OF THE BD BASSFORD SURVEY NO. 625, ABSTRACT NO. 84 IN TRAVIS COUNTY, TEXAS, AND BEING THE SAME PROPERTY CONVEYED IN A DEED RECORDED AS INSTRUMENT NUMBER 2009159936, OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AND THE ACCOMPANYING SKETCH IN THE ATTACHED EXHIBIT A (THE "EASEMENT PROPERTY").

PURPOSE OF 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 water lines and related facilities and equipment, including connections therewith (the "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 that may encroach on the Easement Property.

DURATION OF EASEMENT:

This Easement shall be permanent and irrevocable.

EXCLUSIVITY

GRANTEE'S easement rights within the Easement Property shall be exclusive subject to the reservations made by GRANTOR herein.

DOMINANT USE OF EASEMENT PROPERTY:

GRANTOR agrees that GRANTEE shall have the dominant right to use of the Easement Property for the purposes stated above and GRANTOR shall make no use of the Easement Property that unreasonably interferes with GRANTEE'S use, including but not limited to the construction of stone walls, extensive landscaping or similar improvements that would impede GRANTEE'S access to the Facilities. GRANTOR retains the right to place flatwork, pedestrian facilities, and any other horizontal improvements that do not interfere with the easement's primary use. If the GRANTEE needs to disturb or remove any such flatwork, pedestrian facilities, or other horizontal improvements in the easement, the GRANTOR is responsible for repairing or replacing any improvement and the GRANTEE shall have no duty to repair or replace any disturbed or removed improvements. GRANTOR further agrees to provide GRANTEE with immediate access to the Easement Property when required for GRANTEE to construct, install, operate, repair, maintain, replace, inspect, or upgrade the Facilities.

GRANTOR reserves the right to use the land and grant easements on, under, and through the above described Easement Property for purposes not inconsistent with GRANTEE's use of such Easement Property, including but not limited to the construction or installation of utility lines, crossings and related facilities, paving, parking areas, driveways, curb and gutter, landscaping that does not unreasonable interfere with GRANTEE'S use, and other similar improvements on, over, under, upon and across such Easement Property.

ENTIRE AGREEMENT:

This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument will be of no force and effect.

BINDING EFFECT:

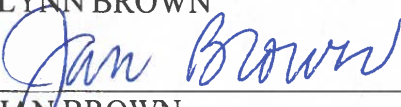
This agreement will run with the land, and will bind and inure to the benefit of the Parties hereto, and their respective successors and assigns. GRANTOR does hereby covenant and agree to WARRANT AND FOREVER DEFEND title to the Easement herein granted unto GRANTEE, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof subject to the matters set forth herein.

[Remainder of page left intentionally blank]

In witness whereof, this instrument is executed this ____ day of _____, 202_.

GRANTOR:



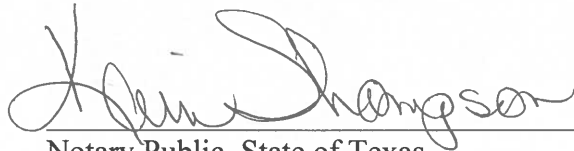
LYNN BROWN


JAN BROWN

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 17TH day of MARCH, 2024
by Lynn Brown, an individual.





Notary Public, State of Texas

Printed Name: Karin Thompson
My Commission expires: 9/28/26

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 27TH day of MARCH, 2024
by Jan Brown, an individual.





Notary Public, State of Texas

Printed Name: Karin Thompson
My Commission expires: 9/28/26

ACCEPTED:

GRANTEE:

WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY

By: _____
Name: Jennifer Riechers, General Manager

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the ____ day of _____, 2024,
by Jennifer Riechers, General Manager of the West Travis County Public Utility Agency on
behalf of said Agency.

Notary Public, State of Texas
Printed Name: _____
My Commission expires: _____

After recording, please return to:
Lauren Kalisek
Lloyd Gosselink Rochelle & Townsend, P.C.
816 Congress Avenue, Suite 1900
Austin, Texas 78701

CONSENT AND SUBORDINATION BY LIENHOLDER

Capital Farm Credit ("Lienholder"), as the holder of lien(s) on the Easement Property, consents to the above grant of an easement, including the terms and conditions of such grant, and Lienholder subordinates its lien(s) to the rights and interests of the easement, such that a foreclosure of the lien(s) shall not extinguish the rights and interests of the easement.

Mark Rutledge

By: MARK Rutledge

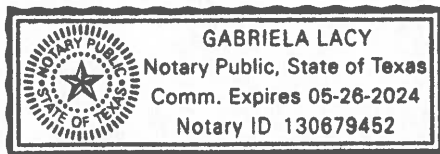
Its: RM

Date: 4/3/24

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 3rd day of April, 2024
by Mark Rutledge on behalf of Capital Farm Credit



Gabriela Lacy

Notary Public, State of Texas

Printed Name: Gabriela Lacy

My Commission expires:

EXHIBIT A
LEGAL DESCRIPTION

FIELD NOTES FOR A 0.246 ACRE (10,724 SQUARE FOOT) TRACT OF LAND OUT OF THE BD BASSFORD SURVEY, ABSTRACT NO. 84 AND THE ELZY HARRISON SURVEY, ABSTRACT NO. 379; BEING A PORTION OF A CALLED 6.739 ACRE TRACT AS CONVEYED TO H. LYNN BROWN AND JAN H. BROWN BY WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN DOCUMENT NUMBER 2009159936 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; SAID 0.246 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND SHOWN ON THE ATTACHED SKETCH:

BEGINNING at a 1/2-inch iron rod with cap stamped "DOUCET" found on the proposed northerly right-of-way line of Fitzhugh Road (variable width right-of-way), on the west line of the a called 5.472 acre tract as conveyed to Roger P. Kitowski and Nannette Hinchliffe by warranty deed recorded in Document Number 2000036531 of the Official Public Records of Travis County, Texas, and the east line of the above described Brown 6.739-acre tract, for the southeast corner and **POINT OF BEGINNING** of the herein described tract, from which a 1/2-inch iron pipe found at the northeast corner of said Brown 6.739-acre tract bears, N 28°20'06" E a distance of 902.60 feet, and from which a 1/2-inch iron rod with cap stamped "DOUCET" found on said common line and on said proposed northerly right-of-way line of said Fitzhugh Road bears, S 28°20'06" W a distance of 12.80 feet;

THENCE, leaving said east line, over and across said Brown 6.739-acre tract, with said proposed northerly right-of-way line of said Fitzhugh Road, along a curve to the left an arc distance of 148.38 feet, having a radius of 1,540.00 feet, a central angle of 5°31'14" and a chord which bears N 59°31'44" W a distance of 148.33 feet to a 1/2-inch iron rod with cap stamped "DOUCET" found at a point of tangency;

THENCE, continuing over and across said Brown 6.739-acre tract, with said proposed northerly right-of-way line of said Fitzhugh Road, N 62°17'22" W a distance of 283.58 feet to a 1/2-inch iron rod with cap stamped "DOUCET" found on the west line of said Brown 6.739-acre tract, on an east line of a called 71.10 acre tract as conveyed to Clayton Properties Group, Inc. by general warranty deed recorded in Document Number 2018073892 of the Official Public Records of Travis County, Texas, for the southwest corner of the herein described tract, from which a 1/2-inch iron pipe found at the common south corner of said Brown 6.739-acre tract and said Clayton Properties Group, Inc. 71.10-acre tract bears, S 41°51'19" W a distance of 20.64 feet;

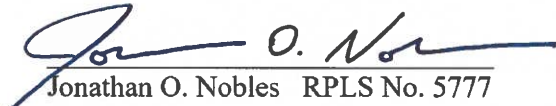
THENCE, leaving said proposed northerly right-of-way line of said Fitzhugh Road, with the west line of said Brown 6.739-acre tract, N 41°51'19" E a distance of 25.78 feet to a calculated point on the east line of said Clayton Properties Group, Inc. 71.10-acre tract, for the northwest corner of the herein described tract;

THENCE, leaving said west line, over and across said Brown 6.739-acre tract, 25 feet from and parallel with said proposed northerly right-of-way line of Fitzhugh Road, S 62°17'22" E a distance of 277.28 feet to a calculated point of curvature of a curve to the right;

THENCE, continuing over and across said Brown 6.739-acre tract, 25 feet from and parallel with said proposed northerly right-of-way line of Fitzhugh Road, along said curve to the right an arc distance of 148.65 feet, having a radius of 1,565.00 feet, a central angle of 5°26'32" and a chord which bears, S 59°34'06" E a distance of 148.60 feet a calculated point on the east line of said Brown 6.739-acre tract, and the west line of the previously mentioned Kitowski-Hinchliffe 5.472-acre tract;

THENCE, with the line common to said Brown 6.739-acre tract and said Kitowski-Hinchliffe 5.472-acre tract S 28°20'06" W, a distance of 25.09 feet to the to the **POINT OF BEGINNING** and containing 0.246 acre (10,724 square feet) of land, more or less.

I hereby certify that these notes were prepared from a survey made on the ground by BGE, Inc. under my supervision on October 27, 2021 and are true and correct to the best of my knowledge. Bearing orientation is based on the Texas State Plane Coordinate System, Central Zone, NAD 83. A sketch accompanies this description.


Jonathan O. Nobles RPLS No. 5777

BGE, Inc.

101 West Louis Henna Blvd., Suite 400

Austin, Texas 78728

Telephone: (512) 879-0400

TBPELS Licensed Surveying Firm No. 10106502



1/23/2023

Date

Client: Brohn Homes

Date: October 3, 2022

Job No.: 8079-01

Revised: January 30, 2023

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

CLAYTON PROPERTIES GROUP, INC.
CALLED 71.10 AC. - TRACT 2
DOC. NO. 2018073892
O.P.R.T.C.

H. LYNN BROWN & JAN H. BROWN
CALLED 6.739 AC.
DOC. NO. 2009159936
O.P.R.T.C.

BD BASSFORD SURVEY,
ABSTRACT NO. 84

BEARING BASIS NOTE
BEARING ORIENTATION IS
BASED ON THE TEXAS STATE
PLANE COORDINATE SYSTEM,
CENTRAL ZONE 4203, NAD83.



WATERLINE EASEMENT
0.246 AC.
10,724 SQ. FT.

FTZHUGH ROAD
R.O.W. VARIES

ELZY HARRISON SURVEY,
ABSTRACT NO. 379

POINT OF
BEGINNING
ROGER P. KITOWSKI AND
NANNETTE HINCHLUFFE
CALLED 5.472 AC.
DOC. NO. 2000036531, O.P.R.T.C.

LINE TABLE	
NUMBER	BEARING
L1	S 28°20'06" W 12.80'
L2	N 62°17'22" W 283.58'
L3	S 41°51'19" W 20.64'
L4	N 41°51'19" E 25.78'
L5	S 62°17'22" E 277.28'
L6	S 28°20'06" W 25.09'

CURVE TABLE				
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING
C1	148.38'	1,540.00'	5°31'14"	N 59°31'44" W
C2	148.65'	1,565.00'	5°26'32"	S 59°34'06" E

LEGEND

O.P.R.T.C. OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY
() RECORD INFORMATION DOC. NO. 2009159936
● FOUND 1/2" IRON ROD W/ "POUCET" CAP
⊙ FOUND 1/2" IRON PIPE
Δ CALCULATED POINT



BGE, Inc.
101 West Louis Henna Blvd, Suite 400, Austin, TX 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPELS Licensed Surveying Firm No. 10106502

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SCALE: 1"=100'
SHEET 3
OF 3