

RESOLUTION NO. R2022-82

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS APPROVING THE PROVISION OF WATER TAPS AND METERS FOR THREE HOUSEHOLDS LOCATED IN THE EXTRATERRITORIAL JURISDICTION AND AUTHORIZING THE MAYOR'S EXECUTION OF SAID INSTRUMENTS ON BEHALF OF THE CITY

Whereas, in May 1986 the City entered into a Water Pipeline Easement and Right-of-Way with Post Oak Ranch LTD. Council's purpose for entering into this Agreement was to acquire an easement for the placement of a potable water transmission line; and ; and

Whereas, in consideration the Landowner received authorization to *"tap into and connect onto said water pipeline at five (5) locations chosen by [Landowner] along the easement line as described in Exhibit "A" [of the Easement instrument] in order to take water from said pipeline for use by five (5) households located on land adjoining the easement area."*

Whereas, subsequently, two taps have been released leaving three; and

Whereas, Hoover Valley 1952, LLC, recently acquired the Post Oak Ranch LTD property and has requested the release of the remaining three taps; and

Whereas, the purpose of this resolution is to approve an agreement stating the terms and conditions by which the aforementioned taps and water meters shall be provided.

NOW THEREFORE BE IT RESOLVED BY CITY COUNCIL OF THE CITY OF BURNET, TEXAS, THAT:

Easement Agreements Approved. The Water Pipeline Easement and Right-of-Way Water Tap Agreement, attachment hereto, is hereby approved.

Section two. Authorization. The mayor is hereby authorized to execute an instrument in substantial form as the attachment hereto and take such further action, and execute such ancillary documents, as may be reasonably necessary to facilitate the purpose of this resolution.

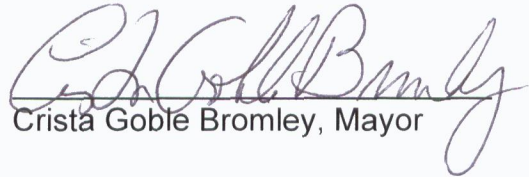
Section three. Open Meetings. It is hereby officially found and determined that the meeting at which this resolution was passed was open to the public and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act.

Resolution approving out of city water tap/service agreement

Section four. Effective Date. That this resolution shall take effect immediately upon its passage, and approval as prescribed by law.

PASSED AND APPROVED this the 13th day of December 2022.

CITY OF BURNET, TEXAS


Crista Goble Bromley, Mayor

ATTEST:



Kelly Dix, City Secretary



PUBLIC NOTICE

STATE OF TEXAS §
 §
COUNTY OF BURNET §

KNOW ALL PERSONS BY THESE PRESENTS:

DATE: December 21, 2022


EASEMENT PROPERTY: As described in that certain Water Pipeline Easement and Right-of-Way instrument recorded in Volume 364, Page 502 in the Public Records of Burnet County, Texas (the "easement instrument").

BURDENED PROPERTY: An 84-acre tract + or – describe in that certain Special Warranty Deed A copy of the Subdivision Plat is recorded in the Public Records of Burnet County, Texas as Document No. 202215461.

NOTICE IS HEREBY GIVEN that as authorized by City of Burnet, City Council Resolution No. R2022-82 the holder of the above-described easement (City of Burnet) and the owner of the burdened property (Hoover Valley 1952 LLC) resolved all issues regarding the release of water tap as described in the easement instrument; and the easement holder has fulfilled all obligations required under the terms and conditions of the easement instrument.

A complete copy of the Resolution No. R2022-82 and the agreement approved thereby may be obtained from the City of Burnet City Secretary during normal business hours.


CITY OF BURNET

By 
David Vaughn, City Manager

STATE OF TEXAS
COUNTY OF BURNET

This instrument was acknowledged before me on the 21st day of December, 2022 by David Vaughn, City of Burnet, on behalf of said municipality.




Notary Public in and for the State of Texas

instrument] in order to take water from said pipeline for use by five (5) households located on land adjoining the easement area.”

- (d) Pursuant to the above referenced paragraph two (2) Water Taps have been given, leaving three (3) available.
- (e) The City’s grant of the three (3) Water Taps pursuant to the terms and conditions of this Agreement shall constitute the City’s fulfillment of all of the City’s obligations as described in **Exhibit “A”**.

III. The Water Taps.

- 3.01 Maximum Number of Water Taps and Meters:** Three (3).
- 3.02 Size:** Each Water Tap and Meter shall be no greater than three-fourth of an inch ($\frac{3}{4}$ ”) in diameter.
- 3.03 Installation:** The Water Taps and Meters shall be installed by the City or a licensed contractor selected by the City.
- 3.04 Location and serviced parcel.** Each Water Tap and Meter shall be installed at the location within the Easement described in **Exhibit “A”** and shall serve a single-family residential dwelling within the Land described on **Exhibit “B”** at such location determined Landowner. Moreover, Landowner shall be responsible for the costs of the installation of each service line, by a license plumber, between the Meter and the dwelling unit served by said Meter; and shall reserve a service line easement should the land be subdivided.
- 3.05 Fees:** Prior to installation Landowner shall pay fees as established by ordinance, which are as follows:
 - (a) Tap fee: \$ 2394.15 for each Water Tap
 - (b) Meter fee: \$ 425.00 for each meter.
 - (c) Impact fee: \$ 1084.50 for each Water Tap.

Note: Tap and meter fee pricing is good for 30 days from the Effective Date. Thereafter, the then prevailing tap and meter fees shall apply.

III Delivery of Water

- 3.01 Out of City Customer.** Landowner shall receive water service from the City as an “*out of city*” customer and shall be subject all the terms and conditions set out in the City Code of Ordinances for such service including the “*out of city*” service rate established in City Code Sec. 110-30, as same may be amended, recodified, or otherwise revised from time to time.
- 3.02 Meter reading.** Landowner, grants to City, for itself, its, officers, employees, consultants a revocable license to enter the Land for the purposes of water meter reading, and other matters relating to the provision of water to the Land. Although this license may be

revocable at Landowner's discretion, Landowner understands and agrees that the revocation of this license shall cause City to terminate water service to the Land.

- 3.03 Water Pressure.** Water will be delivered to Landowner at the point of delivery based on the City's prevailing system pressure. City does not guarantee any minimum or maximum water pressure. Landowner shall be solely responsible for the regulation of water pressure and assumes any and all liability as a result of insufficient or excess pressure, including any damages that results from such pressures. **LANDOWNER ACKNOWLEDGES THAT THE POINT OF DELIVERY SHALL BE FROM A HIGH-PRESSURE TRANSMISSION LINE AND AGREES THAT LANDOWNER SHALL BE SOLELY RESPONSIBLE FOR ANY AND ALL DAMAGED CAUSED BY HIGH WATER PRESSURE TO ANY REAL AND/OR PERSONAL PROPERTY; OR ANY INJURY OR DEATH TO ANY PERSON DAMAGED CAUSED BY SAID HIGH WATER PRESSURE; AND LANDOWNER AGREES TO TAKE ALL NECESSARY STEPS TO REDUCE WATER PRESSURE AFTER THE POINT OF DELIVERY TO ELIMINATE THE POTENTIAL FOR SUCH DAMAGE.**

IV Landowner's Representations.

- 4.01 Authority.** The person executing this Agreement on behalf of Landowner represents that he/she has the power and authority to do so and to bind his/her principal to the terms of this Agreement.
- 4.02 Rightful claimant.** Landowner represents Landowner is the rightful owner of the Real Property described in aforementioned Water Pipeline Easement and Right-of-Way instrument the sole party entitled to the three (3) water taps remaining under said Water Pipeline Easement and Right-of-Way instrument; and represents no other party has any right, or claim, to any of said water taps.
- 4.03 No more than two (2) taps released.** Landowner represents that, of the Effective Date, except for the two (2) water taps referenced in Article II, neither Landowner, nor any other party has received any of the five (5) water taps referenced in the aforementioned Water Pipeline Easement and Right-of-Way instrument.
- 4.04 Tap disconnection.** Landowner represents and agrees that the City may disconnect one or more taps in the event any of Landowner's Disclosures are found to be false.

V Liability and Indemnification

- 5.01 No Liability of City Personnel.** Landowner agrees that no provision of this Agreement is intended to or shall be interpreted to negate or diminish any statutory or common law rights the City may have to immunity under the laws of the State of Texas. Further, Landowner agrees that it may assert claims only against the assets of City and that under no circumstances shall any officer or employee of City be personally liable for any of the obligations of City under this Agreement.

5.02 INDEMNIFICATION. LANDOWNER AGREES TO INDEMNIFY, HOLD HARMLESS AND DEFEND CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, FROM AND AGAINST ALL LIABILITY FOR ANY AND ALL CLAIMS, LIENS, SUITS, DEMANDS, AND/OR ACTIONS FOR DAMAGES, INJURIES TO PERSONS (INCLUDING DEATH), PROPERTY DAMAGE (INCLUDING LOSS OF USE), AND EXPENSES, INCLUDING COURT COSTS AND ATTORNEYS' FEES AND OTHER REASONABLE COSTS OCCASIONED BY THE PROVISION OF WATER TAPS AND WATER SERVICE, OR OTHER ACTIVITIES, CONDUCTED IN CONNECTION WITH OR INCIDENTAL TO THIS AGREEMENT AND ARISING OUT OF, OR RESULTING FROM, THE MISREPRESENTATION OF FACTS, INTENTIONAL, KNOWING, RECKLESS OR GROSSLY NEGLIGENT ACTS OR NEGLIGENCE OF LANDOWNER, ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ALL SUCH CAUSES OF ACTION BASED ON COMMON, CONSTITUTIONAL, OR STATUTORY LAW; OR BASED UPON THE NEGLIGENT ACTS OR OMISSIONS OF LANDOWNER, ITS OFFICERS, AGENTS AND EMPLOYEES. FURTHER LANDOWNER AGREES WITH RESPECT TO THE ABOVE INDEMNITY, THAT LANDOWNER WILL PROVIDE CITY PROMPT AND TIMELY NOTICE OF ANY EVENT COVERED WHICH IN ANY WAY, DIRECTLY OR INDIRECTLY, CONTINGENTLY, OR OTHERWISE, AFFECTS OR MIGHT AFFECT THE CITY, AND THE CITY SHALL HAVE THE RIGHT TO COMPROMISE AND DEFEND THE SAME TO THE EXTENT OF ITS OWN INTERESTS. IT IS THE EXPRESSED INTENTION OF THE PARTIES HERETO, BOTH CITY AND LANDOWNER, THAT THE INDEMNITY PROVIDED FOR IN THIS AGREEMENT IS INDEMNITY BY LANDOWNER TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCES OF THE CITY'S OWN NEGLIGENCE WHILE THE CITY IS PARTICIPATING IN THIS AGREEMENT WHERE THAT NEGLIGENCE IS A CONCURRING CAUSE OF THE INJURY, DEATH, OR DAMAGE. FURTHERMORE, THE INDEMNITY PROVIDED FOR IN THIS AGREEMENT SHALL BE APPLICABLE TO ANY CLAIM, LOSS, DAMAGE OR CAUSE OF ACTION, SUIT, AND LIABILITY WHERE THE INJURY, DEATH, OR DAMAGE RESULTS FROM THE SOLE NEGLIGENCE OF THE CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES, UNMIXED WITH THE FAULT OF ANY PERSON OR ENTITY.

VI Miscellaneous

- 6.01 Amendments.** This Agreement may be amended only by a written instrument so stating which is executed by the Parties hereto.
- 6.02 Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original of this Agreement but all of which, taken together, shall constitute one and the same agreement.

6.03 Exhibits. All exhibits to this Agreement are incorporated herein fully by reference and include:

- Exhibit "A"** Water Pipeline Easement and Right-of-Way instrument
- Exhibit "B"** General Warranty Deed instrument

6.04 Force Majeure. It is expressly understood and agreed by the parties to this Agreement that if the performance of any obligations hereunder is delayed by reason of war, civil commotion, acts of God, inclement weather, fire or other casualty, or court injunction, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or requirement shall be extended for a period of time equal to the period such party was delayed.

6.05 Governing Law and Venue. This Agreement shall be construed, interpreted, and applied in accordance with and shall be governed by the laws applicable to the State of Texas. Venue for any disputes arising under this Agreement shall be in Burnet County, Texas.

6.06 Headings. All headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement.

6.07 Notice. Any notice required or permitted to be delivered under this Agreement shall be forwarded via hand-delivery or the United States Postal Service, postage prepaid, to the addresses shown below:

City	Landowner
City of Burnet	Hoover Valley 1952, LLC
Attn. City Manager	Attn. Nason Hengst
P.O. Box 1369	1303 Creekstone Drive
1001 Buchanan Drive, Suite 4	Cedar Park, Texas 78613
Burnet, Texas 78611	

Each party may change its notice address by providing the other party written notice of such change at least ten (10) business days in advance of such change.

6.08 Relationship. Landowner shall at all times be independent of City and not the employee or agent of City, with respect to the matters provided for herein. Landowner shall have no right or power to contract with third parties for, on behalf of, or in the name of City or to otherwise bind or obligate the City.

6.08 Severability. In the event any provision of this Agreement is illegal, invalid, or unenforceable under the present or future laws, 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 it is also the intention of the Parties to this Agreement that in lieu of each clause or provision that is found to be illegal, invalid, or unenforceable a provision be added to this Agreement which is legal, valid and enforceability and is a similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

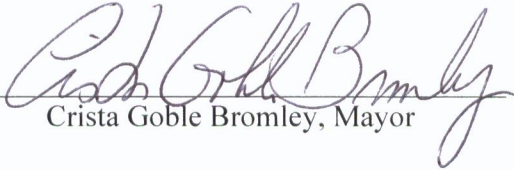
6.09 Waivers. No failure or delay of a Party in the exercise of any right given to such Party hereunder or by law shall constitute a waiver thereof, nor shall any single or partial exercise of any such right preclude other further exercise thereof or of any other right. The waiver by a Party of any breach of any provision hereof shall not be deemed to be a waiver of any subsequent breach thereof or of any breach of any other provision hereof.

When the context requires, singular nouns and pronouns include the plural.

The remainder of this page is intentionally blank and signature pages follow.

To be effective as of the date first stated above.

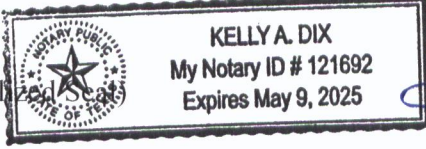

CITY OF BURNET, TEXAS,
a Texas home-rule municipality

By: 
Crista Goble Bromley, Mayor

THE STATE OF TEXAS §
 §
COUNTY OF BURNET §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Crista Goble Bromley, mayor of the City of Burnet, Texas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that 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 3 day of December 2022.

(Personal Seal)  
Notary Public's Signature

The remainder of this page is intentionally blank and Landowner's signature page follows.

GRANTOR, its successors or assigns; and in the event of such abandonment or reversion GRANTEE, its successors or assigns, shall be obligated to execute and deliver to GRANTOR, its successors and assigns, a formal release of all rights hereunder.

As used in this Agreement, whenever the context so indicates, the masculine, feminine, or neuter gender, and the singular or plural number, shall each be deemed to include the others.

DATED this 20~~th~~ day of FEBRUARY, 1986.

POST OAK RANCH, LTD.

By: Jimsey Duncan Husted
JIMSEY DUNCAN HUSTED

By: Jamie Husted Akenhead
JAMIE HUSTED AKENHEAD

By: Harris Duncan Husted
HARRIS DUNCAN HUSTED
"GRANTOR"

ACCEPTED:

CITY OF BURNET, TEXAS - GRANTEE

By: Howard R. Benton
HOWARD R. BENTON, Mayor

ATTEST:

Pat Williams
PAT WILLIAMS, City Secretary

THE STATE OF TEXAS)

COUNTY OF BURNET)

This instrument was acknowledged before me on this the 24th day of FEBRUARY, by JIMSEY DUNCAN HUSTED, partner of POST OAK RANCH, LTD., A Texas limited partnership.



James H. Herbert
Notary Public, State of Texas
JAMES H. HERBERT
Notary's printed name
My commission expires: 10-31-88

THE STATE OF TEXAS)

COUNTY OF Blanco)

This instrument was acknowledged before me on the 21st day of September, 1986, by JAMIE HUSTED AKENHEAD, partner of POST OAK RANCH, LTD., a Texas limited partnership.

Patsy R Williams
Notary Public, State of Texas
Patsy R Williams
Notary's printed name
My commission expires: 8-24-89

THE STATE OF TEXAS

COUNTY OF Blanco

This instrument was acknowledged before me on the 21st day of September, 1986, by HARRIS DUNCAN HUSTED, partner of POST OAK RANCH, LTD., a Texas Limited partnership.

Patsy R Williams
Notary Public, State of Texas
Patsy R Williams
Notary's printed name
My commission expires: 8-24-89

VOL. 364 PAGE 511

RECORDER'S MEMORANDUM:

At the time of recordation this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.

DUPLICATE DOCUMENT



Willis and Associates

LAND SURVEYORS & PLANNERS

210 Main • Marble Falls, Texas • 78864

JOHN HAMILTON SUR NO 1

STATE OF TEXAS:
COUNTY OF BURNET:



Field notes of a 30 ft. wide water pipeline easement out of the Alexander Hamilton Survey No. 9, Abstract No. 404 and the William H. Magill Survey No. 42, Abstract No. 582 of Burnet County, Texas and being within that certain 1011.8 acres of land, more or less, conveyed by Donald C. Duncan et ux. to Jimsey Husted as recorded in Volume 102, Page 545 et seq. of the Burnet County Deed Records, Burnet County, Texas, the centerline of which is described as follows:

Beginning at a point in the South right of way line of Hoover Valley Road, from which point the approximate Southeast corner of the Thomas Shepherd Survey No. 806, Abstract No. 851 and the approximate Southwest corner of said Alexander Hamilton Survey No. 9, Abstract No. 404 bears S 66° 29' 53" W 388.62 ft.,

Thence with the centerline of said 30 ft. wide water pipeline easement as follows:

S 20° 25' 58" E 45.78 ft.,
N 79° 05' 36" E 766.94 ft.,

and N 78° 13' 51" E ac approximately 2,275.62 ft., crossing the South line of said Alexander Hamilton Survey No. 9 and the North line of said Wm. Magill Survey No. 42, in all a total distance of 4,536.99 ft. to a point at or near the East line of said Wm. Magill Survey No. 42 and the West line of the Eugenio Perez Survey No. 41, Abstract No. 672 for the point of termination hereof, from which point the approximate Southwest corner of the John Hamilton Survey No. 1, Abstract No. 405 and the approximate Southeast corner of said Alexander Hamilton Survey No. 9 bears N 12° 00' 00" W 15.0 ft..

RECORDER'S MEMORANDUM:

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THOMAS SHEPHERD SUR. NO 806

ALEXANDER HAMILTON SUR. NO. 9

Q OF 30FT. UTILITY EASEMENT

66.936.99

N 78° 13' 51" E

S 20° 25' 58" E
45.78

N 79° 05' 36" E
766.94

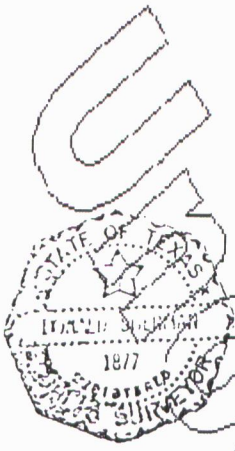
Beginning
HOOVER
VALLEY
ROAD

W.M. LITIGAM SUR. NO. 24

ABEL HARNES SUR. NO. 9

VOL. 364 PAGE 512

COPIED



I hereby certify that the field notes hereon represent the results of an on the ground survey made under my direction and supervision and that all corners are as described hereon

City of Burnet

THESE FIELD NOTES ARE FOR THE EXCLUSIVE USE OF AND THE PARTY TO WHOM SAID PERSON CONVEYS SUBJECT PROPERTY AND THE UNDERSIGNED SURVEYOR IS NOT RESPONSIBLE TO OTHERS FOR ANY LOSS RESULTING THEREFROM.

Paul Shum
Job No. 6007

Date 9/11/85
Office--A. Mart...

EXHIBIT A

RECORDER'S MEMORANDUM:

At the time of recordation this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.

VOL 364 PAGE 513

FILED FOR RECORD 20th DAY OF MAY, A.D., 1986, AT 10:49 O'CLOCK A. M.
RECORDED THIS THE 21ST DAY OF MAY, A.D., 1986, AT 11:38 O'CLOCK A. M.
MILLIE WILLIAMS, COUNTY CLERK, BURNET COUNTY, TEXAS. BY: Martha Williams DEPUTY.

DUPLICATE DOCUMENT

Water Pipeline Easement and Right-of-Way Water Tap Agreement

Exhibit "B"
General Warranty Deed instrument



Independence Title/GF# 2231811 -TOH/CKH

**GENERAL WARRANTY DEED
with Vendor's Lien**

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.

STATE OF TEXAS

COUNTY OF BURNET

DATE: October 31, 2022

GRANTOR: Harris Duncan Husted

GRANTOR'S ADDRESS: 1611 Mariners Cove, College Station, TX 77845

GRANTEE: Hoover Valley 1952, LLC, a Texas limited liability company

GRANTEE'S ADDRESS: 1303 Creekstone Drive Cedar Park, TX 78613

LENDER: Alliance Bank Central Texas

LENDER'S ADDRESS: 191 Archway Drive, Woodway, TX 76712

CONSIDERATION: TEN DOLLARS (\$10.00) cash and other good and valuable consideration, together with the further consideration of the execution and delivery by Grantee of the Note to Lender, further identified below.

REAL PROPERTY
(INCLUDING ANY IMPROVEMENTS)
[THE "PROPERTY" HEREIN]:

TRACT I:
Being OF 84.00 ACRES OF LAND PURPORTED TO BE IN THE ALEXANDER HAMILTON SURVEY, ABSTRACT NUMBER 404, BURNET COUNTY, TEXAS, AND BEING THE REMAINDER OF THAT CALLED 89.74 ACRES OF LAND DESCRIBED TO HARRIS DUNCAN HUSTED IN THAT CERTAIN GENERAL WARRANTY DEED AS

GENERAL WARRANTY DEED WITH VENDOR'S LIEN

RECORDED IN VOLUME 860, PAGE 493, OFFICIAL PUBLIC RECORDS BURNET COUNTY, TEXAS, THE HEREIN DESCRIBED 84.00 ACRES OF LAND BEING SHOWN ON A SKETCH PREPARED HERewith AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS attached hereto as Exhibit "A". (Fee Simple)

TRACT II:

BEING a perpetual non-exclusive roadway access easement on, over, and across that Sixty Foot (60') wide easement described in Exhibit "B" attached hereto, for access to and from the property to Hoover Valley Road. (Easement Estate)

RESERVATIONS FROM CONVEYANCE & WARRANTY:

Grantor reserves an undivided fifty percent (50%) of Grantor's interest in the Mineral Estate owned by Grantor. "Mineral Estate" means all oil, gas, and other minerals in and under and that may be produced from the Property, any royalty under any existing or future mineral lease covering any part of the Property, executive rights (including the right to sign a mineral lease covering any part of the Property), implied rights of ingress and egress, exploration and development rights, production and drilling rights, mineral lease payments, and all related rights and benefits. The Mineral Estate does NOT include water, sand, gravel, limestone, building stone, caliche, surface shale, near-surface lignite, and iron, but DOES include the reasonable use of these surface materials for mining, drilling, exploring, operating, developing, or removing the oil, gas, and other minerals from the Property.

EXCEPTIONS TO CONVEYANCE & WARRANTY:

Those matters permitted by the purchase and sale agreement between Grantor (as seller) and Grantee (as buyer) regarding the Property, but only to the extent those matters are applicable to the Property.

VENDOR'S LIEN:

It is expressly agreed that a VENDOR'S LIEN, as well as the superior title in and to the Property, is retained against the Property, premises, and improvements until the below-described Note and all interest thereon are fully paid according to the face, tenor, effect, and reading thereof, when this Deed shall become absolute.

ASSIGNMENT OF VENDOR'S LIEN (3RD-PARTY LENDER FINANCING):

Lender, at the instance and request of Grantee, advanced and paid in cash to Grantor that portion of the purchase price of the Property as is evidenced by a note (the "Note") of even date herewith that is in the principal amount of \$1,289,250.25 in partial consideration for the purchase of the Property; THEREFORE, the Vendor's Lien, together with the superior title to the Property, is retained herein for the benefit of Lender and both are hereby TRANSFERRED and ASSIGNED to Lender.

DEED OF TRUST:

In order to secure the payment of the Note, Grantee has executed and delivered a Deed of Trust conveying title to **Todd Moore**, Trustee, for the benefit of Lender.

AD VALOREM TAXES:

Ad valorem taxes for the Property for the current year having been prorated between Grantor and Grantee, payment thereof is assumed by Grantee.

CONVEYANCE:

Grantor, for the consideration and subject to the Reservations From Conveyance and Warranty and Exceptions to Conveyance and Warranty set forth above, GRANTS, SELLS, and CONVEYS to Grantee the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, TO HAVE AND HOLD it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, successors, and assigns to WARRANT AND FOREVER DEFEND all and singular the Property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations From Conveyance and Warranty and Exceptions to Conveyance and Warranty set forth above.

TERMS:

When the context requires, singular nouns and pronouns include the plural; and masculine forms include the feminine.

GRANTOR:

H. Duncan Husted
Harris Duncan Husted

NOTARY ACKNOWLEDGMENT

STATE OF TEXAS

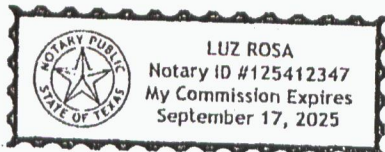
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COUNTY OF TRAVIS

§

§

This instrument was acknowledged before me on October 31, 2022, by Harris Duncan Husted.



Luz Rosa
Notary Public in and for the State of Texas

After Recording, Please Return to:

Independence Title Company
11001 Lakeline Blvd., Bldg. 2, Ste. 125
Austin, Texas 78717
Attention: Chelsea Higdon
GF# 22318(1-FOH)

Official Document

EXHIBIT " A "
LEGAL DESCRIPTION

SURVEY OF 84.00 ACRES OF LAND PURPORTED TO BE IN THE ALEXANDER HAMILTON SURVEY, ABSTRACT NUMBER 404, BURNET COUNTY, TEXAS, AND BEING THE REMAINDER OF THAT CALLED 89.74 ACRES OF LAND DESCRIBED TO HARRIS DUNCAN HUSTED IN THAT CERTAIN GENERAL WARRANTY DEED AS RECORDED IN VOLUME 860, PAGE 493, OFFICIAL PUBLIC RECORDS BURNET COUNTY, TEXAS, THE HEREIN DESCRIBED 84.00 ACRES OF LAND BEING SHOWN ON A SKETCH PREPARED HEREWITH AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS: (WA3454-2022)

BEGINNING at a one-half inch iron found having grid coordinates in United States survey feet of N(y) 10240804.140, E(x) 2942366.390, a part of the state plane coordinate system, Texas Central Zone 4203, North American Datum 1983, for an exterior angle corner hereof and said Husted 89.74 acres of land, same being the northwest corner of that called 91.13 acres of land described to Jamie Husted Akenhead Revocable Trust in that certain Quit Claim Deed as recorded in Document 201911782, Official Public Records Burnet County, Texas, same being the northeast corner of that called approximate 283 acres described to Barbara A. Garrett and Nelson Gene Garrett in that certain Special Warranty Deed as recorded in Document 201210132, Official Public Records Burnet County, Texas, same being interior angle corner of that certain sixty-foot non-exclusive access easement described in Exhibit "T" Part No. 1, in Volume 724, Page 208, Real Property Records Burnet County, Texas, same being the or adjacent to the common corner of said Hamilton Survey, the William Magill Survey, Abstract 582 and the Abel Harness Survey Abstract 432;

THENCE South 76°58'42" West, 764.77 feet along the common dividing line of said Husted 89.74 acres of land and said Garrett 283 acres, same being the south line of said access easement to a sixty-d nail in post found for the southwest corner hereof and said Husted 89.74 acres of land, same being a point on the north line of said Garrett 283 acres and the east corner as defined in that certain boundary line agreement referred to in Husted's deed;

THENCE North 21°53'24" West, 51.20 feet along common dividing line of said Husted 89.74 acres of land and said agreed boundary line to a one-half inch iron rod found for the most westerly corner hereof and said Husted 89.74 acres of land, same being the apparent north corner of agreed boundary line and a point on the southeast right of way line of Hoover's Valley Road, a public road in said county and state;

THENCE along the common dividing line of said Husted 89.74 acres of land and said Hoover's Valley Road the following seven courses:

- 1) North 43°58'40" East, 242.23 feet to a one-half inch iron rod found for an interior angle corner hereof and Husted 89.74 acres of land, same being an exterior angle corner of said public road;
- 2) North 39°55'15" East, 257.68 feet to a one-half inch capped iron rod set stamped "RPLS 5548" for an interior angle corner hereof and Husted 89.74 acres of land, same being an exterior angle corner of said public road;
- 3) North 28°17'18" East, 106.35 feet to a one-half inch iron rod found for an interior angle corner hereof and Husted 89.74 acres of land, same being an exterior angle corner of said public road;
- 4) North 23°01'49" East, 192.29 feet to a one-half inch iron rod found for an interior angle corner hereof and Husted 89.74 acres of land, same being an exterior angle corner of said public road;
- 5) North 16°59'55" East, 198.44 feet to an eighteen-inch live oak tree for an exterior angle corner hereof and Husted 89.74 acres of land, same being an interior angle corner of said public road;
- 6) North 20°14'58" East, 106.34 feet to a twenty-four-inch live oak tree for an interior angle corner hereof and Husted 89.74 acres of land, same being an exterior angle corner of said public road;
- 7) North 09°29'12" East, 428.17 feet to a twenty-four-inch live oak tree for an exterior angle corner hereof, same being a point on a northwest line of Husted 89.74 acres of land, same being at the intersection of the southeast right of way line of said public road with the southeast right of way line of Ranch to Market 3509;

THENCE coincident with southeast right of way line of said Ranch to Market 3509, same being the newly located northwest line of Husted 89.74 acres of land and remainder of same the following five courses:

- 1) North 23°43'43" East, 172.24 feet to a one-half inch capped iron rod set stamped "RPLS 5548" for an exterior angle corner hereof and Husted 89.74 acre remainder, same being an interior angle corner of Ranch to Market 3509;
- 2) North 41°34'27" East, 318.41 feet to a type-1 disk in concrete found for the point of curvature of a curve to the right;

- 3) Along said curve to the right having the following curve elements: Delta Angle of 32°58'39", Arc Length of 1057.47, Radius of 1837.27 feet, the chord of which bears North 58°03'25" East, 1042.93 feet to a one-half inch iron rod set stamped "RPLS 5548" for the point of tangency and from this point a type 1 disk in concrete monument found on the northwest right of way line of said Ranch to Market 3509 bears: North 15°26'46" East, 142.10 feet;
- 4) North 74°32'59" East, 1151.59 feet to a one-half inch capped iron rod set stamped "RPLS 5548" for the point of curvature of a curve to the left;
- 5) Along said curve to the left having the following curve elements: Delta Angle of 00°10'26", Arc Length of 8.86 feet, Radius of 2919.94 feet, the chord of which bears North 74°27'46" East, a chord distance of 8.86 feet to a one-half inch capped iron rod set stamped "RPLS 5548" for the northeast corner hereof, same being a point on the northeast line of Husted 89.74 acres of land, same being the northwest corner of that called Tract-1, 165.52 acres of land described to SVC Investments Burnet Tract LLC in that certain General Warranty Deed With Vendor's Lien as recorded in Document 202108797, Official Public Records Burnet County, Texas;

THENCE along the common dividing line of said Husted 89.74 acres of land and said SVC 165.52 acres of land the following two courses:

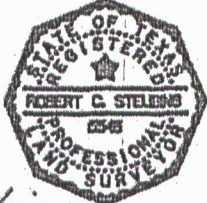
- 1) South 16°00'04" East, 1035.57 feet to a one-half inch capped iron rod set stamped "RPLS 5548" for the southeast corner hereof and Husted 89.74 acres of land, same being an interior angle corner of said SVC 165.52 acres of land;
- 2) South 68°24'14" West, 34.27 feet to a point within the bounds of a fence post for an interior angle corner hereof and said Husted 89.74 acres of land, same being an exterior angle corner of SVC 165.52 acres of land and the north corner of that called 91.13 acres of land described to Jamie Husted Akenhead Revocable Trust as recorded in Document 201911782, Official Public Records Burnet County, Texas;

THENCE along the common dividing line of said Husted 89.74 acres of land and said Trust 91.13 acres of land the following two courses:

- 1) South 66°15'52" West, 560.67 feet to a point within the bounds of a post for interior angle corner hereof and Husted 89.74 acres of land, same being an exterior angle corner of Trust 91.13 acres of land;
- 2) South 56°23'30" West, 2263.17 feet to the POINT OF BEGINNING and containing 84.00 acres of land, more or less, within these metes and bounds.

BASIS OF BEARINGS: Lambert Conformal Conic Projection, Grid North. Grid distances and area recited herein.

I, Robert C. Steubing, a Registered Professional Land Surveyor, do hereby certify that the above survey was made by me upon the ground and is true and correct according to my best belief and knowledge.



Robert C. Steubing
 Robert C. Steubing
 Steubing, LLC,
 525 Tahitian Drive
 Bastrop, Texas
 Registered Professional Land Surveyor State of Texas - No. 5548
 Engineering and Land Surveying FIRM# 10194596

10/23/2022
 Date

Exhibit "B"

60' Access Easement

All that certain tract or parcel of land situated in Burset County, Texas, and being a 60' wide Access easement along the West line of that tract conveyed to Jimsey Duncan Husted by Deed as recorded in Volume 102, Page 545 of the Burnet County Deed Records and being a part of that 40' wide access easement described in that Oil Deed to Jodie Husted Aberhead, as custodian for Mary Katherine Aberhead, recorded in Volume 287, Page 288 of said deed records with an additional 20 feet for a 60' easement in all and the centerline described by metes and bounds as follows based solely on record bearings and distances of said Aberhead deed;

BEGINNING at a point in the in the Southerly line of Upper Valley Road and the Northerly line of said Husted tract from which the Northeast corner of the Abell Harness Survey bears S 20° 30' E 60.6 feet and S 78° E 785.0 feet;

THENCE: S 20° 30' E 31.78 feet to a corner hereof;

THENCE: N 78° 00' E 765.00 feet parallel and offset by 30' to a Northerly South line of said Husted tract to a corner hereof;

THENCE: S 12° 00' E 3603.00 feet parallel and 30' East of the West line of said Husted tract to a corner hereof;

THENCE: N 78° 00' E 955.60 feet parallel and 30' North of a South line of said Husted tract to a corner hereof;

THENCE: S 12° 00' 00" E 945.52 feet parallel and 30' East of the West line of said Husted tract to the Point of Terminus

RECORDER'S
MEMORANDUM: ALL
OR PARTS OF THE TEXT
ON THIS PAGE WERE NOT
CLEARLY LEGIBLE FOR
RECORDATION.

LANDOWNER

Hoover Valley 1952, LLC, a Texas limited liability company

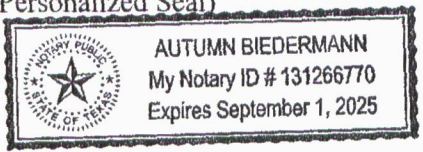
By: 
Nason Hengst, Manager

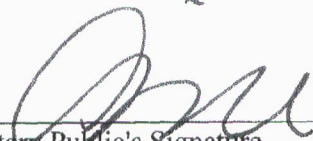
THE STATE OF TEXAS §
 §
COUNTY OF BURNET §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Nason Hengst, manager of Hoover Valley 1952, LLC, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that 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 7 day of Dec 2022 2022.

(Personalized Seal)




Notary Public's Signature

Water Pipeline Easement and Right-of-Way Water Tap Agreement

Exhibit "A"
Water Pipeline Easement and Right-of-Way instrument

WATER PIPELINE EASEMENT AND RIGHT-OF-WAY

3991

THE STATE OF TEXAS)
)
COUNTY OF BURNET)

KNOW ALL MEN BY THESE PRESENTS:

That POST OAK RANCH, LTD, a Texas limited partnership, (hereinafter called "GRANTOR"), for and in consideration of the covenants and agreements made herein by THE CITY OF BURNET, TEXAS, a municipal corporation, (hereinafter called "GRANTEE"), and for the further consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), and other good and valuable consideration paid to it, by GRANTEE, the receipt of which is hereby acknowledged, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY, subject to the covenants and conditions hereinafter set forth, unto GRANTEE, its successors and assigns, a non-exclusive easement and non-exclusive right-of-way THIRTY FEET (30') in width, to lay, construct, operate, inspect, maintain, and repair a pipeline for the transportation of water, said THIRTY FOOT (30') in width easement being in, over and under that certain thirty foot (30') in width strip of land in Burnet County, Texas, described in Exhibit A attached hereto, (which said easement is FIFTEEN FEET [15'] on either side of the centerline described in said Exhibit A attached hereto) and incorporated herein for all purposes by reference, together with the right, as hereinafter provided and restricted, of ingress to and from said right-of-way for such purposes.

It is expressly agreed and understood, however, that the foregoing easement is granted and accepted subject to the following covenants and conditions:

1. Only one (1) water pipeline may be constructed within the herein granted easement by the GRANTEE, its successors or assigns, and said water pipeline shall be constructed and located along the centerline of the easement as described in Exhibit A attached hereto.
2. GRANTEE, its successors and assigns, shall after conducting its construction, repair, maintenance and other operations hereunder restore the easement area to as near the condition existing prior to such operations as is reasonably possible.

VOL 364 PAGE 502

3. GRANTEE, its successors and assigns, shall remove all rocks eight inches (8") in diameter or larger from the land and said rocks shall be disposed of, at GRANTOR'S option, in either of the following manners: (i) burying said rocks within the right-of-way area; or (ii) removing said rock from GRANTOR'S property completely. Said rocks are to be so removed from the easement area or so buried within thirty (30) days after the completion of the construction of the pipeline in and through GRANTOR'S land.

4. GRANTEE, its successors or assigns, shall bury its water pipeline at a depth of at least EIGHTEEN INCHES (18") from the surface.

5. Anything herein to the contrary notwithstanding, the right-of-way easement herein granted shall be deemed to extend FORTY-TWO AND ONE-HALF FEET (42-1/2') on the North side and FIFTEEN FEET (15') on the South side of the above described centerline as indicated on Exhibit A during the time that the initial or first pipeline is being laid and placed in the ground. At all times after the initial or first pipeline is laid and placed in the ground, the right-of-way easement shall be limited to the THIRTY FEET (30') width aforesaid. It is expressly agreed that even if a pipeline is laid and placed in the ground after the initial construction, the easement and right-of-way herein granted shall never be deemed to be more than THIRTY FEET (30') in width and that the FORTY-TWO AND ONE-HALF FOOT (42-1/2') easement on the North side and the FIFTEEN FOOT (15') easement on the South side of said centerline as described above applies only to the period of construction of the initial or first pipeline constructed within the easement and to no further construction periods thereafter. Nothing within this paragraph shall be construed as allowing the GRANTEE, its successors or assigns, to place more than one (1) water pipeline within the herein granted easement.

6. During construction, and in order to maintain and repair said water pipeline, GRANTEE shall have access to the right-of-way easement herein granted from public roads and, with GRANTOR'S permission, private roads, or from the ends of the right-of-way.

VOL. 364 PAGE 503

provided, however, access to the right-of-way by GRANTEE shall be by such route or routes as shall occasion the least practicable damage and inconvenience to GRANTOR.

7. GRANTEE shall have the right to construct gates where the pipeline crosses GRANTOR'S fences, provided, however, all gate posts shall be set in concrete at a depth of at least THREE FEET (3') from the surface. GRANTEE, its successors and assigns, shall maintain and keep said gates in good order and repair at all times. Where GRANTEE'S right-of-way crosses a fence, GRANTEE shall have the right and authority to cut such fence, but only after having first H-braced the same in a manner consistent with fencing practices elsewhere on the land crossed by the right-of-way. All such H-bracing and fencing as the same extends over the right-of-way shall be maintained by the GRANTEE, its successors and assigns, in a good and workmanlike manner, consistent with fencing practices elsewhere on the land crossed by the right-of-way.

8. GRANTEE agrees to guard or otherwise protect the locations where the herein granted easement crosses any fence so as to prevent livestock of GRANTOR or GRANTOR'S tenant from crossing into any other pasture or adjoining land; in the event any livestock does escape same shall be returned at GRANTEE'S expense.

9. The easement and right-of-way herein granted are granted and conveyed and accepted by GRANTEE subject to: (i) any visible and apparent easements; and (ii) any existing liens, rights-of-way, leases, easements, exceptions, reservations, public highways and roads. GRANTOR represents that a tenant (X) (is not) presently in possession of the property in question under a lease agreement between such parties. (The tenant presently in possession of the property in question is _____ with a mailing address of _____).

10. In construction of said pipeline, GRANTEE shall not blade the above described right-of-way, except where reasonable pipeline construction practices demand that the area be bladed; it being further agreed by GRANTEE that in backfilling the open ditch across cultivated land, the top six inches (6") of soil to cover the ditch

VOL. 364 PAGE 504

will be of the original topsoil originally removed therefrom and it will be moved by maintainers or by bulldozers using angle blades.

11. In the construction of said pipeline, GRANTEE shall not leave the ditch thereof open for more than SIXTY (60) days from the date soil is first moved in the construction thereof.

12. GRANTEE, its successors and assigns shall give three (3) days prior notice to GRANTOR of the dates upon which it expects to enter on the right-of-way.

13. In the event GRANTOR, its successors or assigns, construct or erect or place other utilities within the thirty foot (30') easement, then prior to doing so the GRANTOR shall so notify the GRANTEE; the GRANTOR does not have to obtain any permission from the GRANTEE, its successors or assigns, to place other utilities within the easement, because, as stated above, this is a non-exclusive easement; instead, the GRANTOR, its successors or assigns, simply have to notify the GRANTEE that same will be placed within the easement.

14. GRANTEE, its successors or assigns, shall promptly repair all washouts and erosion caused in the exercise of its rights herein granted and shall protect all areas in which the topsoil is disturbed by the construction, operation, maintenance or repair of the pipeline; GRANTEE shall, within thirty (30) days after completion of any construction, repack the dirt and hump up the dirt within the easement area so that the easement area will not sink in; also GRANTEE shall, within thirty (30) days after the completion of any construction, plant native grasses throughout the easement area. GRANTEE, its successors and assigns, shall keep the easement area clean of cedar, mesquite, prickley pear and cockleburs.

15. GRANTEE further agrees that it, its successors and assigns, shall be and remain liable for all damages to GRANTOR, its successors and assigns, resulting from the acts or omissions of GRANTEE, its contractors (whether independent or otherwise), agents, servants, employees, assigns, or invitees, said damages to include, but not be limited to, injury to or death of persons or damage to property (including, but not limited to, livestock). The

VOL 364 PAGE 505

consideration paid for the right-of-way granted hereby is not to be construed in any way as consideration for payment of damages as provided herein.

GRANTEE further agrees to assume the risk of and protect, indemnify and SAVE AND HOLD HARMLESS GRANTOR and GRANTOR'S successors and assigns, and GRANTOR'S and GRANTOR'S successors' and assigns' estates and properties from all claims, demands, costs, damages, losses, injuries and expenses, including reasonable attorney's fees for the defense of such claims and demands, which may arise out of or be asserted in connection with (i) GRANTEE'S and GRANTEE'S successors and assigns, utilization and exercise of the rights acquired by GRANTEE hereunder; (ii) any breach, on the part of GRANTEE, its successors or assigns, of any of the covenants and conditions of this easement; and/or (iii) any act, omission or negligence of GRANTEE, its contractors (whether independent or otherwise), agents, servants, employees, invitees, successors or assigns, in or about the easement area or in getting to and from the easement area. In case of any action or proceeding brought against GRANTOR, or GRANTOR'S successors or assigns, by reason of any of such claim, GRANTEE, its successors or assigns, upon notice from GRANTOR or GRANTOR'S successors or assigns, agrees to defend the action or proceeding, at its expense, by counsel acceptable to GRANTOR, or GRANTOR'S successors or assigns.

16. GRANTEE, its successors and assigns, shall restrict its operations to the existing pipeline right-of-way and to the easement herein granted and shall not, except with GRANTOR'S permission, enter upon or cross GRANTOR'S adjoining lands.

17. GRANTEE agrees, and obligates itself to see that no hunting or fishing shall be done on or along the easement by GRANTEE or by employees or agents of GRANTEE or by GRANTEE'S contractor or their employees. No firearms shall be carried onto the easement area or GRANTOR'S adjoining property or discharged at any time by GRANTEE or by any contractor, agent, servant or employee of GRANTEE or anyone entering the premises under authorization of this document.

VOL 364 PAGE 506

18. GRANTEE shall, within sixty (60) days after completion of construction, clear the easement of trash, litter and debris.

19. GRANTEE, its successors and assigns, shall exercise the rights granted hereunder in such a manner as to minimize possible damage and harm to the surface of the land, to the livestock thereon, to the agricultural operations of GRANTOR and to all other operations of GRANTOR thereon. GRANTEE, its successors and assigns, shall be fully responsible for the acts of all its agents, servants, invitees, employees and contractors (whether independent or otherwise) while on the premises covered by the right-of-way granted hereby and while on other property of GRANTOR in the process of going to or coming from the right-of-way granted hereby.

20. GRANTEE is hereby granted the right to install, operate, maintain and repair a valve or valves, with necessary fittings and appurtenances within the THIRTY FOOT (30') easement area in connection with the construction, operation, maintenance and repair of GRANTEE'S water pipeline, together with the right of ingress to and from the same as provided herein. GRANTEE shall have the right to erect a fence around said valve or valves, and to install pipeline markers which will be placed within the boundaries of the THIRTY FOOT (30') easement.

21. GRANTOR reserves for itself, its successors and assigns, the right to fully use and enjoy the easement area described and conveyed herein, which right shall include, but not be limited to, the reservation to the GRANTOR, its successors and assigns, of all oil, gas and other minerals in and on and under the easement, provided, however, that GRANTOR, its successors and assigns, shall not be permitted to drill or operate for such minerals on the surface of said easement, if such drilling or operations would damage the water pipeline placed within the easement by GRANTEE; instead, the GRANTOR, its successors or assigns, will be permitted to extract oil, gas and other minerals from and under said easement by directional drilling or other means from land located outside the boundaries of said easement, so long as GRANTEE'S rights are not affected. GRANTOR also reserves, for itself, its successors and assigns, the following

VOL 364 PAGE 507

rights, to-wit: (i) the right to plant and grow crops, landscape, and graze cattle over the easement area; and (ii) the right to construct, maintain, repair and operate roads, streets, alleys, parking lots, sidewalks, bridges, railroad tracts, underground communication conduits, electric transmissions and distribution lines, telephone lines, gas pipelines, water pipelines, drainage and sewer pipelines, on, in, under, over, through and across the easement area. Without in any way limiting the generality of the above provisions, it is agreed that GRANTOR, its successors and assigns, have the right to construct paved or unpaved roads on, over and across all or a portion of the easement area and it is agreed that GRANTEE shall, after its construction, repair, maintenance and all other operations hereunder, restore said roads to the condition existing prior to such construction, repair, maintenance or other operations.

22. GRANTEE, its successors and assigns, shall have the right to clear and keep clear all trees and undergrowth from the herein granted easement (and in certain instances as provided in Paragraph 14 hereof, shall be required to keep clear the easement area of certain regrowth); GRANTOR agrees not to build, construct, create, nor permit others to build, construct, or create any buildings on the herein granted easement that will interfere with the normal operation and maintenance of the pipeline.

23. GRANTEE, its successors or assigns, shall not fence the easement area without the written consent of GRANTOR.

24. Since the GRANTOR'S land adjoining this easement is not now within the City limits of Burnet, Texas, GRANTEE shall allow GRANTOR, its successors and assigns, to tap into and connect onto said water pipeline at five (5) locations chosen by GRANTOR along the easement line as described in Exhibit A attached hereto in order to take water from said pipeline for use by five (5) households located on land adjoining the easement area. GRANTOR, its successors and assigns, and not GRANTEE, shall be responsible for constructing the waterlines from GRANTEE'S pipeline to said households. GRANTEE agrees to provide GRANTOR water through the above taps and

connections at a cost no greater than 120% of what GRANTOR charges individual households located within the city limits of Burnet, Texas, for water. However, in the event any of GRANTOR'S property adjoining the easement area described above should, after the date hereof, come to be located within the City limits of Burnet, Texas, then GRANTOR, its successors or assigns, shall be allowed taps into said waterline constructed by GRANTEE within the easement in the same manner as other property owners within the said City limits of Burnet, Texas, so as to provide said adjoining land so located within the said City limits with a water source.

In the event GRANTOR, its successors or assigns, decide to develop their lands adjoining this easement into some type of development in the future, but said adjoining lands are not then located within the City limits of Burnet, Texas, then it is agreed that the GRANTEE, its successors or assigns, shall use all reasonable efforts to try to work out some type of arrangement whereby the GRANTOR, its successors or assigns, may take water from said water pipeline in order to provide said development with a source of water.

25. GRANTEE, its successors and assigns, shall promptly replace any existing waterline which crosses the easement granted herein with material or materials of equal quality thereby restoring said waterline to its prior capacity, usefulness and proper function without cost to GRANTOR, its successors or assigns, and to the satisfaction of GRANTOR, its successors or assigns.

26. This Agreement is binding upon and inures to the benefit of the heirs, executors, administrators, successors and assigns, of the parties hereto; and may be assigned, in whole or in part, within the limitations aforesaid; but GRANTEE shall not be relieved of any of its obligations by any such assignments unless otherwise agreed to in writing by GRANTOR.

TO HAVE AND TO HOLD said easement unto the GRANTEE for so long as said easement is used for the purposes above stated; provided that should the GRANTEE, its successors or assigns, herein abandon or fail to utilize its easement herein granted for a period of three (3) years, its rights hereunder will terminate and revert absolutely to