

**WATER LINE EASEMENT AGREEMENT**

THIS WATER LINE EASEMENT AGREEMENT (this "*Agreement*") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2016 (the "*Effective Date*") by and between City of San Antonio ("*Grantor*") and Central Texas Regional Water Supply Corporation, a not-for-profit water supply corporation organized under Chapter 67 of the Texas Water Code and Chapter 22 of the Texas Business Organizations Code ("*Grantee*").

**RECITALS:**

A. Grantor is the fee owner of certain land more particularly described on Exhibit "A" attached hereto (the "*Property*").

B. Grantee desires to use a portion of the Property for the Water Line Improvements (as herein defined).

C. Grantor has agreed to grant, sell and convey to and for the benefit of Grantee a non-exclusive easement across the Grantor's Property, to be situated in the area set out on Exhibit "A" for the purposes specified herein.

**AGREEMENTS:**

NOW, THEREFORE, in consideration of the premises, the mutual covenants contained herein, and other good and valuable consideration, the parties hereto agree as follows:

1. Water Line Easement. Grantor hereby grants and conveys to Grantee a perpetual, non-exclusive easement (the "Water Line Easement") on, over, across, under and upon the portion of the Property that is designated as the "Water Line Easement Area" on Exhibit "A" for the construction, reconstruction, realignment, inspection, patrol, maintenance, installation, addition, operation, use, repair, replacement and/or removal by Grantee of water supply pipelines and improvements, facilities and appurtenances thereto (the "Water Line Improvements"), TO HAVE AND TO HOLD the above described easement and rights unto the said Grantee, its successors and assigns, until the use of said easement shall be abandoned. Grantor does hereby bind itself, its legal representatives, successors and/or assigns to warrant and forever defend all and singular the above described easement and rights unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof. The consideration paid for this easement expressly includes the right to install multiple water lines in the future.

Grantee and Grantee's employees, contractors, agents, licensees and invitees shall have the right of ingress and egress over said Water Line Easement Area for the purpose of constructing, reconstructing, realigning, inspecting, patrolling, maintaining, operating, repairing, upgrading, adding and removing said Water Line Improvements within said Water Line Easement Area. Although this Water Line Easement is non-exclusive, Grantor shall not materially adversely affect Grantee's or its successors or assigns use or enjoyment of the Water Line Easement Area or Water Line Improvements or otherwise cause or allow any other person or entity to materially adversely affect the use or enjoyment of the Water Line Improvements or Water Line Easement Area by Grantee, its successors or assigns. Grantee shall have the right to remove from said lands all trees and parts thereof, or other obstructions, which may interfere with the exercise of the rights granted hereunder. Grantor expressly covenants and agrees for itself, its legal



8. Complete Agreement. This Agreement, along with the Payment Letter, embodies the complete agreement between the parties hereto with respect to the subject matter hereof and each party hereby expressly acknowledges that there are no oral understandings or agreements with respect to the subject matter hereof which are not contained therein. The terms of the Payment Letter are hereby incorporated into this Agreement by reference.

9. Amendment. No part of this Agreement or the Payment Letter may be modified, amended or terminated without the prior written consent of Grantor and Grantee.

10. Severability. The invalidation of any one of the covenants or agreements contained in this Agreement or Payment Letter by law, judgment, or court order shall in no way affect any other provision, which shall remain in full force and effect. The rule of strict construction shall not apply to the easements granted in this Agreement and the Payment Letter.

11. Governing Law. This Agreement and the Payment Letter shall be construed in accordance with and governed by the laws of the State of Texas, and venue for any action brought in connection with this Agreement and the Payment Letter shall be exclusively in a court of competent jurisdiction in Bexar County, Texas.

12. Counterparts. This Agreement and the Payment Letter may be executed in several counterparts, each which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

[SIGNATURE PAGE IMMEDIATELY FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) set forth below to be effective for all purposes as of the date first above written.

**GRANTOR:**

City of San Antonio

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

STATE OF TEXAS           §  
  §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2016,  
by City of San Antonio.

\_\_\_\_\_  
Notary Public Signature

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) set forth below to be effective for all purposes as of the date first above written.

**GRANTEE:**

Central Texas Regional Water Supply Corporation,  
a not-for-profit water supply corporation

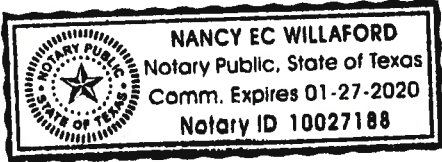
By: *Wei Labatt III*  
Name: WEIR LABATT III  
Title: RESIDENT  
Date: 11/4/16

STATE OF TEXAS

§  
§  
§

COUNTY OF ~~TRAVIS~~ BEXAR

This instrument was acknowledged before me on this 4<sup>th</sup> day of November, 2016,  
by Wei Labatt III as resident of Central Texas Regional Water Supply Corporation, a not-for-profit water supply corporation.



*Nancy EC Willaford*  
Notary Public in and for the State of Texas

[IF APPLICABLE]

**Consent, Joinder and Subordination by Lender**

The undersigned, \_\_\_\_\_, hereby joins in the execution of this Agreement to evidence its consent and agreement to the terms and provisions hereof, and to confirm and agree that any and all liens held by the undersigned, whether by Deed of Trust, reservation in a deed, constitutional, contractual or otherwise, are subject and subordinate to the terms and provisions of this water easement, as the same may be amended or modified from time-to-time. Without limiting the preceding general statement, it is agreed that the following liens are hereby subordinated to the terms of this Water Line Easement:

\_\_\_\_\_  
\_\_\_\_\_

[ADD SIGNATURE BLOCK FOR LIENHOLDER]

\_\_\_\_\_

By: \_\_\_\_\_  
[NAME, TITLE]

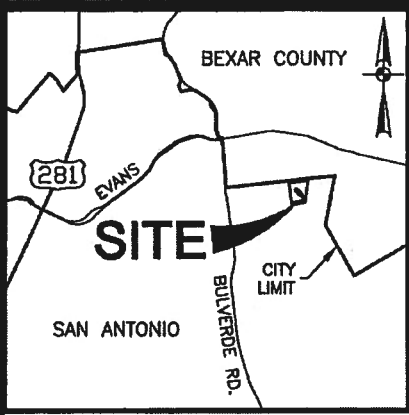
STATE OF TEXAS           §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_, National Association, on behalf of said bank.

\_\_\_\_\_  
Notary Public

*Not Applicable*

**EXHIBIT A**



LOCATION MAP

SCALE: 1" = 10,000'

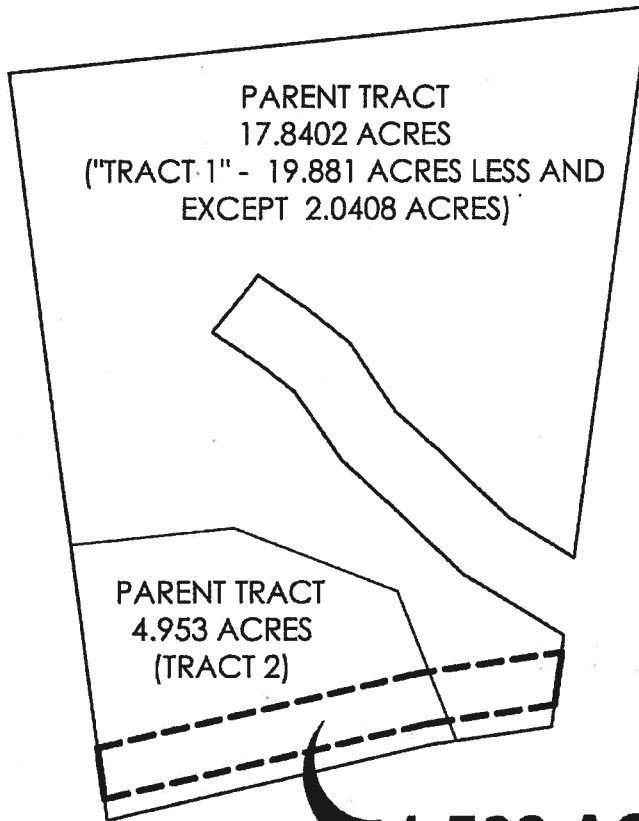
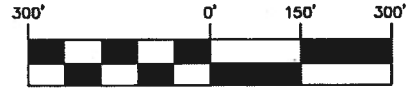
**NOTES:**

1. THE PROFESSIONAL SERVICES PROVIDED HERewith INCLUDE THE PREPARATION OF A METES AND BOUNDS DESCRIPTION.
2. THE BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE SOUTH CENTRAL ZONE FROM THE NORTH AMERICAN DATUM OF 1983 (NA2011) EPOCH 2010.00.
3. AREAS AND DISTANCES SHOWN ARE SCALED TO SURFACE, DISPLAYED IN U.S. SURVEY FEET.

PARCEL 70035  
 BEXAR COUNTY, TEXAS  
 VISTA RIDGE REGIONAL  
 SUPPLY PROJECT



1 inch = 300'



**1.509 ACRES**  
 (65,714 SQ. FT. MORE OR LESS)  
 85' WIDE PERMANENT  
 WATER LINE EASEMENT

I HEREBY CERTIFY TO CENTRAL TEXAS REGIONAL WATER SUPPLY COMPANY AND SAN ANTONIO WATER SYSTEM:

THAT THIS EASEMENT IS BASED ON AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION AND THAT IT MEETS THE CURRENT MINIMUM STANDARDS OF PRACTICE AS APPROVED BY THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYING.

*[Signature]* 6/2/16

ANGELA M. CARLIN  
 TEXAS REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5981



2000 NW LOOP 410 | SAN ANTONIO TEXAS 78213 | PHONE: 210.375.9000  
 FAX: 210.375.9010

TEXAS BOARD OF PROFESSIONAL ENGINEERS, FIRM REGISTRATION # 470  
 TEXAS BOARD OF PROFESSIONAL LAND SURVEYING, FIRM REGISTRATION # 100288-00

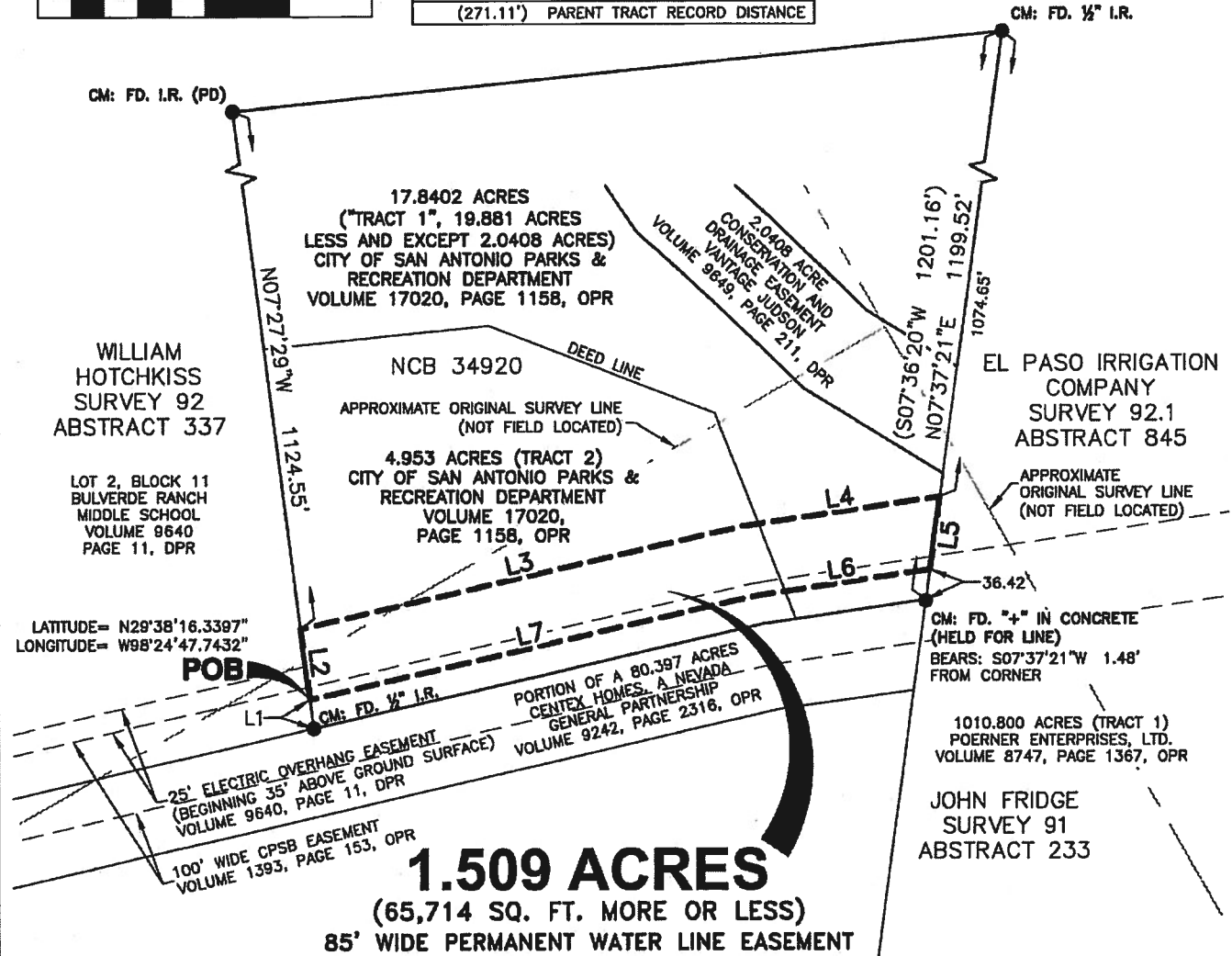
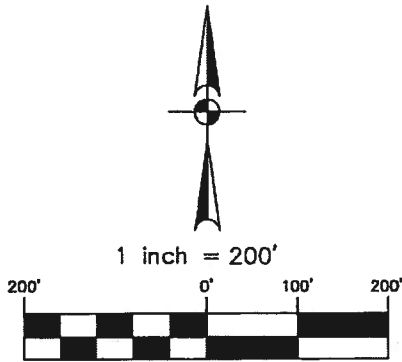
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PARCEL 70035  
BEXAR COUNTY, TEXAS  
VISTA RIDGE REGIONAL  
SUPPLY PROJECT

**LEGEND**

CPSB	CITY PUBLIC SERVICE BOARD
(PD)	CAP MARKED "PAPE DAWSON"
FD.	FOUND
I.R.	IRON ROD
CM	CONTROLLING MONUMENT
NCB	NEW CITY BLOCK
DPR	DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS
OPR	OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS
(S82°54'04"W)	PARENT TRACT RECORD BEARING
(271.11')	PARENT TRACT RECORD DISTANCE



LATITUDE= N29°38'16.3397"  
LONGITUDE= W98°24'47.7432"

**POB**

**1.509 ACRES**  
(65,714 SQ. FT. MORE OR LESS)  
85' WIDE PERMANENT WATER LINE EASEMENT

LINE TABLE		
LINE	BEARING	LENGTH
L1	S07°27'29"E	35.17'
L2	N07°27'29"W	85.40'
L3	N76°58'45"E	546.04'
L4	N81°34'17"E	238.56'

LINE TABLE		
LINE	BEARING	LENGTH
L5	S07°37'21"W	88.45'
L6	S81°34'17"W	210.70'
L7	S76°58'45"W	550.91'

**PAPE-DAWSON ENGINEERS**

2000 NW LOOP 410 | SAN ANTONIO TEXAS 78213 | PHONE: 210.375.9000  
FAX: 210.375.9010

TEXAS BOARD OF PROFESSIONAL ENGINEERS, FIRM REGISTRATION # 470  
TEXAS BOARD OF PROFESSIONAL LAND SURVEYING, FIRM REGISTRATION # 100288-00

Date: Jun 01, 2016, 11:32am User ID: SSobin  
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Parcel Number 70035  
County: Bexar  
Vista Ridge Regional Supply Project

**METES AND BOUNDS DESCRIPTION**  
1.509 Acres (65,714 square foot)  
85' Wide Permanent Water Line Easement

A 1.509 acre, or 65,714 square feet more or less, 85-foot wide permanent water line easement on a 17.8402 acre tract of land (called "Tract 1", 19.881 acres, less and except 2.0408 acres) and on a 4.953 acre tract of land, both conveyed to the City of San Antonio Parks and Recreation Department and described in a deed recorded in Volume 17020, Page 1158 of the Official Public Records of Bexar County, Texas, situated in the William Hotchkiss Survey No. 92, Abstract 337 and the John Fridge Survey No. 91, Abstract 233, now in New City Block 34920 of the City of San Antonio, Bexar County, Texas. Said 1.509 acre permanent water line easement being more fully described as follows, with bearings based on the Texas Coordinate System established for the South Central Zone from the North American Datum of 1983 (NA2011) epoch 2010.00 and distances scaled to surface, displayed in U.S. Survey Feet:

**BEGINNING:** At a point with a latitude of N 29°38'16.3397" and a longitude of W 98°24'47.7432" on the common line between said 4.953 acre tract and Lot 2, Block 11, Bulverde Ranch Middle School Subdivision, recorded in Volume 9640, Page 11 of the Deed and Plat Records of Bexar County, Texas, from which a found 1/2 inch iron rod at the southwest corner of said 4.953 acre tract bears S 07°27'29" E, a distance of 35.17 feet;

**THENCE:** N 07°27'29" W, along and with said common line, a distance of 85.40 feet to a point, from which a found iron rod with cap marked "Pape-Dawson" at the northwest corner of said 17.8402 acre tract bears N 07°27'29" W, a distance of 1124.55 feet;

**THENCE:** Departing said common line, over and across said 4.953 acre tract and said 17.8402 acre tract, the following courses and distances:

N 76°58'45" E, a distance of 546.04 feet to a point, and

N 81°34'17" E, a distance of 238.56 feet to a point on the common line between said 17.8402 acre tract and a 1010.800 acre tract of land conveyed to Poerner Enterprises, Ltd. and described in a deed recorded in Volume 8747, Page 1367 of the Official Public Records of Bexar County, Texas, from which a found 1/2 inch iron rod at the northeast corner of said 17.8402 acre tract bears N 07°37'21" E, a distance of 1074.65 feet;

THENCE: S 07°37'21" W, along and with said common line, a distance of 88.45 feet to a point;

THENCE: Departing said common line, over and across said 17.8402 acre tract and said 4.953 acre tract, the following courses and distances:

S 81°34'17" W, a distance of 210.70 feet to a point, and

S 76°58'45" W, a distance of 550.91 feet to the POINT OF BEGINNING, and containing 1.509 acres in the City of San Antonio, Bexar County, Texas. Said permanent water line easement being described in accordance with a survey made on the ground and a survey description and map prepared under job number 7774-02 by Pape-Dawson Engineers, Inc.

PREPARED BY: Pape-Dawson Engineers, Inc.  
DATE: September 23, 2015  
REVISED: June 1, 2016  
JOB NO. 7774-02  
DOC. ID. N:\CIVIL\7774-02\PARCELS\70 BEXAR\70035\70\_EASEMENT\_035 R2.docx



*[Handwritten signature]*  
6/2/16

[IF APPLICABLE]

**EXHIBIT B  
SPECIAL TERMS AND PROVISIONS**

NONE