



Filing Receipt

Received - 2021-10-21 11:55:24 AM
Control Number - 50324
ItemNumber - 48

DOCKET NO. 50324

APPLICATION OF COUNTY LINE	§	PUBLIC UTILITY COMMISSION
SPECIAL UTILITY DISTRICT TO	§	
OBTAIN A SEWER CERTIFICATE	§	OF TEXAS
OF CONVENIENCE AND	§	
NECESSITY IN HAYS AND	§	
CALDWELL COUNTIES	§	

**COUNTY LINE SPECIAL UTILITY DISTRICT'S RESPONSE TO THE
OCTOBER 18, 2021 COMMISSION COUNSEL MEMORANDUM AND
MOTION TO ADMIT EVIDENCE**

COMES NOW, County Line Special Utility District (CLSUD), by and through its undersigned attorneys of record, and files this Response to the October 18, 2021 Commission Counsel Memorandum (the Response) and Motion to Admit Evidence in this Docket, and in support thereof, would respectfully show as follows:

I. BACKGROUND

On December 19, 2019, CLSUD filed with the Public Utility Commission of Texas (Commission) its application to obtain a new sewer Certificate of Convenience and Necessity (CCN) in Hays and Caldwell Counties (the Application). The Application initially contemplated a proposed sewer service area of over 17,000 acres. In working with Commission Staff as they processed the Application, however, CLSUD subsequently pared back its requested service area to 8,148 acres, and Commission Staff recommended approval of the Application, as supplemented and reduced, in its July 1, 2021 Supplemental Final Recommendation. Proof supporting approval of the 8,148-acre sewer service area was subsequently admitted into evidence by the Commission Administrative Law Judge (ALJ); and then, a Revised Proposed Order (Revised Proposed Order) was issued by the ALJ on September 15, 2021, reflecting Commission Staff's recommendation for approval of such service area.

On October 18, 2021, Commission Counsel filed a Memorandum (the Memo), requesting clarification of Findings of Fact Nos. 18 and 19 in the Revised Proposed Order. These Findings of Fact state:

18. There are 300 homes and businesses in the Uhland Area that currently utilize septic systems which will be connected to County Line SUD's centralized wastewater system.
19. County Line SUD filed multiple requests for service in the requested area demonstrating the need for wastewater service in the requested area. County Line SUD projects a total of 24,000 potential customer connections.

Specifically, the Memo requests CLSUD to confirm whether it has received written requests for sewer service for any homes or businesses in the City of Uhland (Uhland), shown in the purple color-coded areas and identified as "Existing City of Uhland Residents" in CLSUD's modified sewer CCN map filed on November 3, 2020, attached hereto as Attachment A (Revised Map) for convenience.¹ The Revised Map is an update to a map and corresponding spreadsheet previously filed with CLSUD's Supplemental Information of the Proposed Sewer Boundary on August 19, 2020, attached hereto as Attachment B (Original Map).² The Memo requests CLSUD to file a response and record evidence of the requests for service by October 21, 2021 at 12:00 p.m. Thus, this Response is timely filed.

II. RESPONSE TO MEMO AND MOTION TO ADMIT EVIDENCE

CLSUD clarifies that the proof necessary to support Findings of Fact Nos. 18 and 19 of the Revised Proposed Order has already been admitted into evidence in this Docket through Order Nos. 13 and 15, issued by the presiding Commission ALJ. However, to be thorough, CLSUD

¹ Additional Service Requests to Support Sewer CCN Application at 8 (Nov. 3, 2020).

² Supplemental Information of the Proposed Sewer CCN Boundary at 4-5 (Aug. 19, 2020).

moves to offer into evidence in this Docket the additional sewer infrastructure easements secured by CLSUD, provided in Attachment C, attached hereto. While there are no written requests for sewer service from homeowners or business owners within Uhland’s municipal boundaries in the evidentiary record, other documents have been provided by CLSUD and subsequently entered into evidence demonstrating that there is a need for CLSUD to obtain a sewer CCN over the “purple color-coded areas,” identified as “Existing City of Uhland Residents,” on the Revised Map.

The Application, as supplemented, states that there are 300 existing homes or businesses in the Uhland area and that CLSUD intends to eventually connect these existing properties to the centralized wastewater system and have them abandon their septic systems.³ That being said, such “intent” is more than a hypothetical idea of CLSUD. Rather, transitioning Uhland residents and businesses from their septic systems to centralized sewer service is an agreed-upon plan by CLSUD and Uhland. CLSUD initially reached out to Uhland to obtain its approval to provide retail sewer service within Uhland’s municipal boundaries, and the City Council of Uhland adopted an ordinance providing its consent to CLSUD to implement that plan (Uhland’s Consent), subject to approval by the Commission. Accordingly, on July 15, 2020, CLSUD filed Uhland’s Consent⁴ with the Commission, and Uhland’s Consent was admitted into evidence in this Docket through Order No. 13.

CLSUD believes Uhland’s Consent is sufficient evidence to support Finding of Fact No. 18, as it proves that Uhland wants CLSUD to be the sewer service provider in its boundaries - the purple color-coded area on the Revised Map.

³ CLSUD originally stated that there are “approximately 350 existing homes and businesses in the Uhland area (±450 acres) that currently utilize septic systems ...” Response to Order No. 2 of County Line SUD’s Sewer CCN Application, Docket No. 50324 at 2 (Feb. 6, 2020). CLSUD then amended this statement to reduce the area and number of homes and businesses to “approximately 300 existing homes and businesses in the Uhland area (±360 acres) that currently utilize septic systems ...” Supplemental Information of the Proposed Sewer CCN Boundary at 1 (Aug. 19, 2020).

⁴ Notice of Consent to CCN Application (July 15, 2020).

Furthermore, to the extent additional proof is needed to support Finding of Fact No. 18, CLSUD has secured 7 wastewater utility easements from landowners of 12 tracts of land within the purple color-coded area on the Revised Map. These easements were obtained by CLSUD in 2021, and they have not been previously filed in this matter. Such easements buttress Finding of Fact No. 18, demonstrating that landowners in Uhland's municipal boundaries want to have centralized sewer service and that CLSUD is actively taking steps to provide retail sewer service to that area. Thus, to be thorough, CLSUD hereby submits such easements, attached hereto as Attachment C, and offers them into evidentiary record of this Docket.

As for Finding of Fact No. 19, CLSUD clarifies that the requests for service filed by CLSUD and admitted into evidence in this Docket pertain to areas outside of the purple color-coded area on the Revised Map. Such requests for service were submitted through several filings throughout the course of this matter. Specifically, CLSUD filed a list of developments requesting service and granted wastewater easements, by acreage, up to August 19, 2020, with its Supplemental Information of the Proposed Sewer CCN Boundary.⁵ This list states that (i) approximately 6,210 acres of service area were covered by the requests for service included with the Application on December 19, 2019, (ii) another 875 acres had been requested between the Application filing date and August 19, 2020, and (iii) 445 acres of wastewater easements had been granted to CLSUD by August 19, 2020.⁶ CLSUD has received additional requests for service since August 19, 2020, which were filed and admitted into evidence in this Docket through Order No. 15.⁷

⁵ Supplemental Information of the Proposed Sewer CCN Boundary at 4 (Aug. 19, 2020).

⁶ See also, Application of County Line Special Utility District to Obtain a Sewer Certificate of Convenience and Necessity in Hays and Caldwell County (Attachment B) at 18-27 (Dec. 6, 2019); Response to March 5 Memorandum and Documentation of Public Notices About Sewer CCN Application at 92-136 (April 6, 2020).

⁷ See Additional Service Requests to Support Sewer CCN Application at 2-7 (Nov. 3, 2020); County Line Special Utility District's Supplement to the Application (Exhibit D) at 11-14 (June 18, 2021).

Thus, these requests for service and wastewater easements in the evidentiary record support Finding of Fact No. 19. Counsel for CLSUD has discussed this Response and Motion to Admit Evidence with counsel for Commission Staff, and it is counsel for CLSUD's understanding that Commission Staff does not oppose this Response and Motion to Admit Evidence.

III. CONCLUSION

For these reasons, County Line Special Utility District respectfully requests that the Commission approve the Revised Proposed Order for the Application; admit the additional easements in Attachment C into evidence in this Docket; and grant all other and further relief to which it may be entitled.

Respectfully submitted,

LLOYD GOSSELINK

ROCHELLE & TOWNSEND, P.C.

816 Congress Ave., Suite 1900

Austin, Texas 78701

(512) 322-5800

(512) 472-0532 (Fax)

A handwritten signature in cursive script, appearing to read 'D. Klein', written over a horizontal line.

DAVID J. KLEIN

State Bar No. 24041257

DANIELLE LAM

State Bar No. 24121709

**ATTORNEYS FOR COUNTY LINE SPECIAL
UTILITY DISTRICT**

CERTIFICATE OF CONFERENCE

The undersigned counsel certifies that she has conferred with counsel for Commission Staff regarding this Response and Motion to Admit Evidence and that such counsel does not oppose this Response and Motion to Admit Evidence.

A handwritten signature in cursive script, appearing to read 'Danielle Lam', written over a horizontal line.

DANIELLE LAM

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing document was transmitted by electronic mail on this 21st day of October, 2021 to the parties of record, in accordance with the Orders Suspending Rules issued in Project No. 50664.

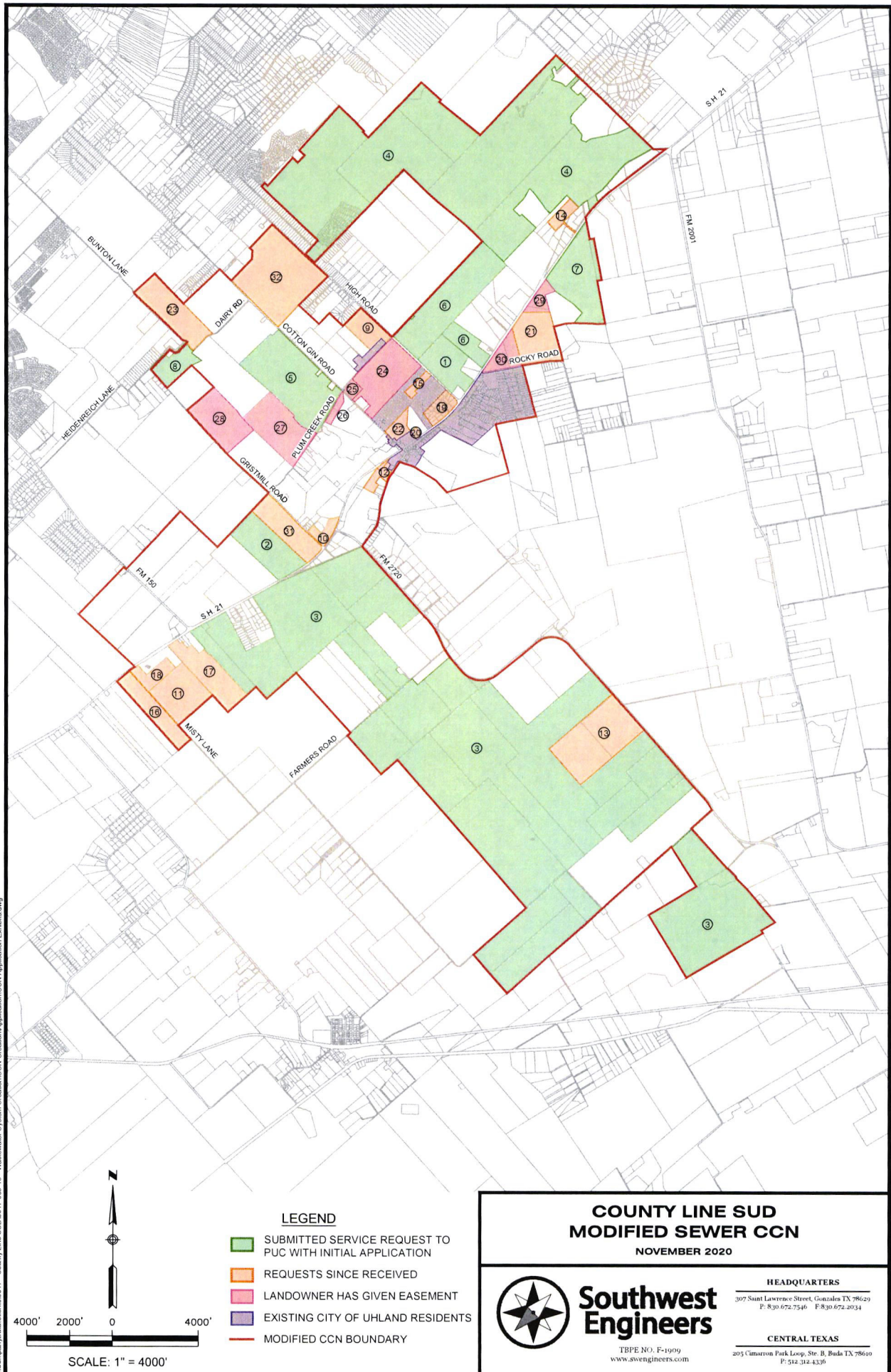
A handwritten signature in cursive script, appearing to read 'David J. Klein', written over a horizontal line.

DAVID J. KLEIN

ATTACHMENT A

Revised Map

D:\CompanyData\Clients\0017 - County Line SUD\0017-055-18 - Wastewater System Creation\CCN Creation\Application\CCN Application Exhibit.dwg



ATTACHMENT B

Original Map and List

**Submitted to PUC in Initial Application
on December 6, 2019**

ID	Name	Acres
1	Anderson Subd	85
2	Caldwell Ranch	115
3	Caldwell Valley	3,560
4	Camino Real	1,730
5	Cotton Gin Estates	245
6	HCISD	265
7	Las Estancias 2	160
8	Uhland Ranch (Millcreek)	50
		<hr/> 6,210

Service Requests Since Received*

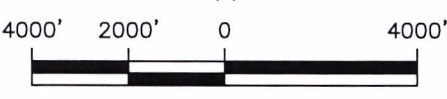
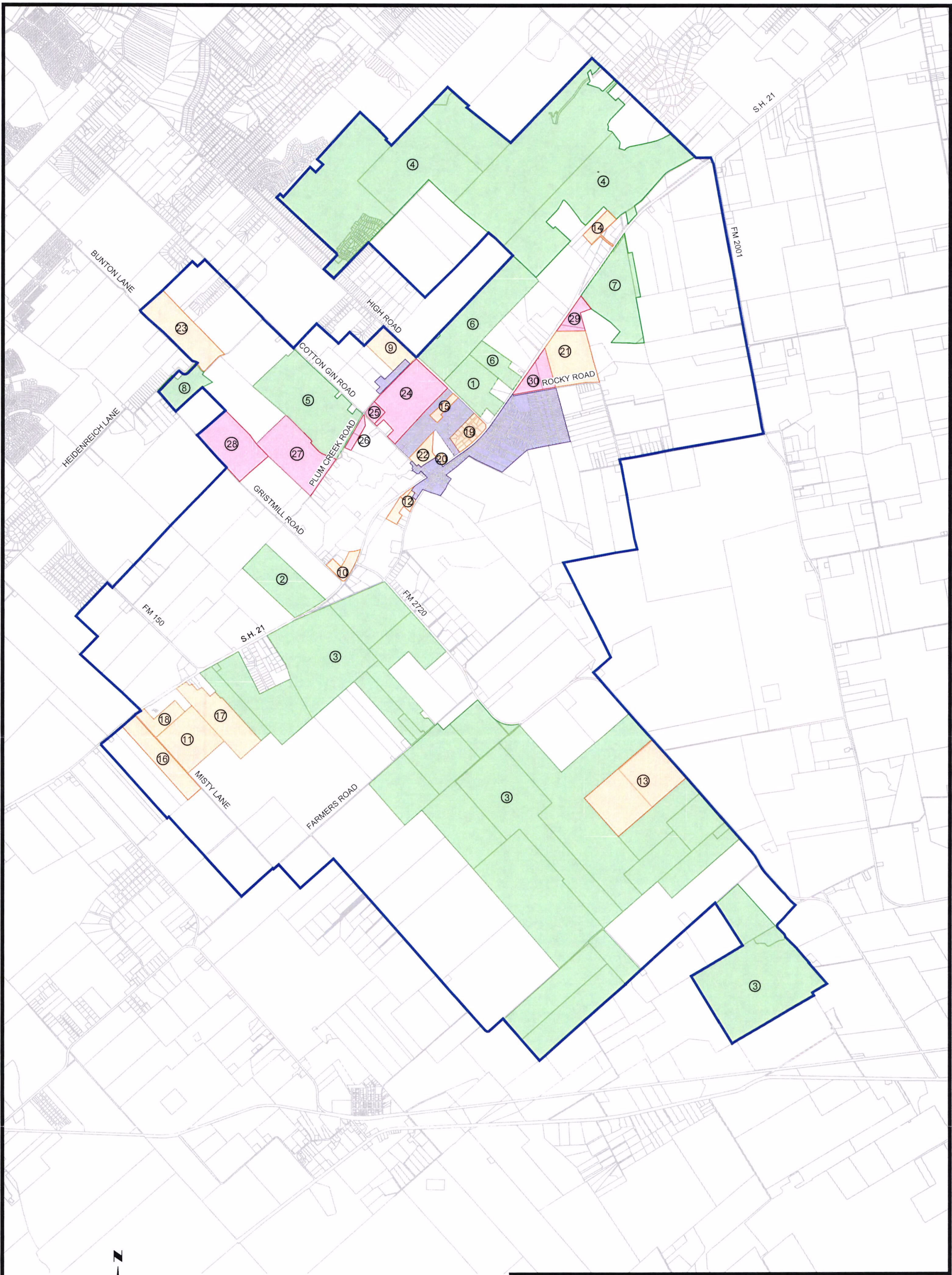
ID	Name	Acres
9	Uhland Plaza	35
10	El Camino RV Park	20
11	TK Ranch	100
12	40 S Old Spanish Trail	20
13	Praderas Ranch	200
14	11311 Camino Real	20
15	Greg Wright-Crowe	10
16	Misty Lane Residential 2	75
17	Real Tejas RV Park	100
18	Misty Lane Commercial	33
19	Camino Crest 2	30
20	St. John Church	3
21	Cayetano Tract	99
22	Lovelady Tract	20
23	Franke Tract	110
		<hr/> 875

**Landowners that have Granted
Wastewater Easements***

ID	Name	Acres
24	RH & JS Land Development	130
25	Jorge & Allison Garica	10
26	Raymondville, LLC	10
27	James Siemering	125
28	Myrtle Heideman	105
29	Strother McElhiney	25
30	Jose Garcia	40
		<hr/> 445

* Documentation Enclosed

O:\CompanyData\Clients\0017 - County Line SUD\0017-059-18 - Wastewater System Creation\CCN Creation\Application\CCN Application Exhibits.dwg



SCALE: 1" = 4000'

LEGEND

- SUBMITTED SERVICE REQUEST TO PUC WITH INITIAL APPLICATION
- REQUESTS SINCE RECEIVED
- LANDOWNER HAS GIVEN EASEMENT
- EXISTING CITY OF UHLAND RESIDENTS
- PROPOSED CCN BOUNDARY

**COUNTY LINE SUD
PROPOSED SEWER CCN
AUGUST 2020**



**Southwest
Engineers**

TBPE NO. F-1909
www.swengineers.com

HEADQUARTERS

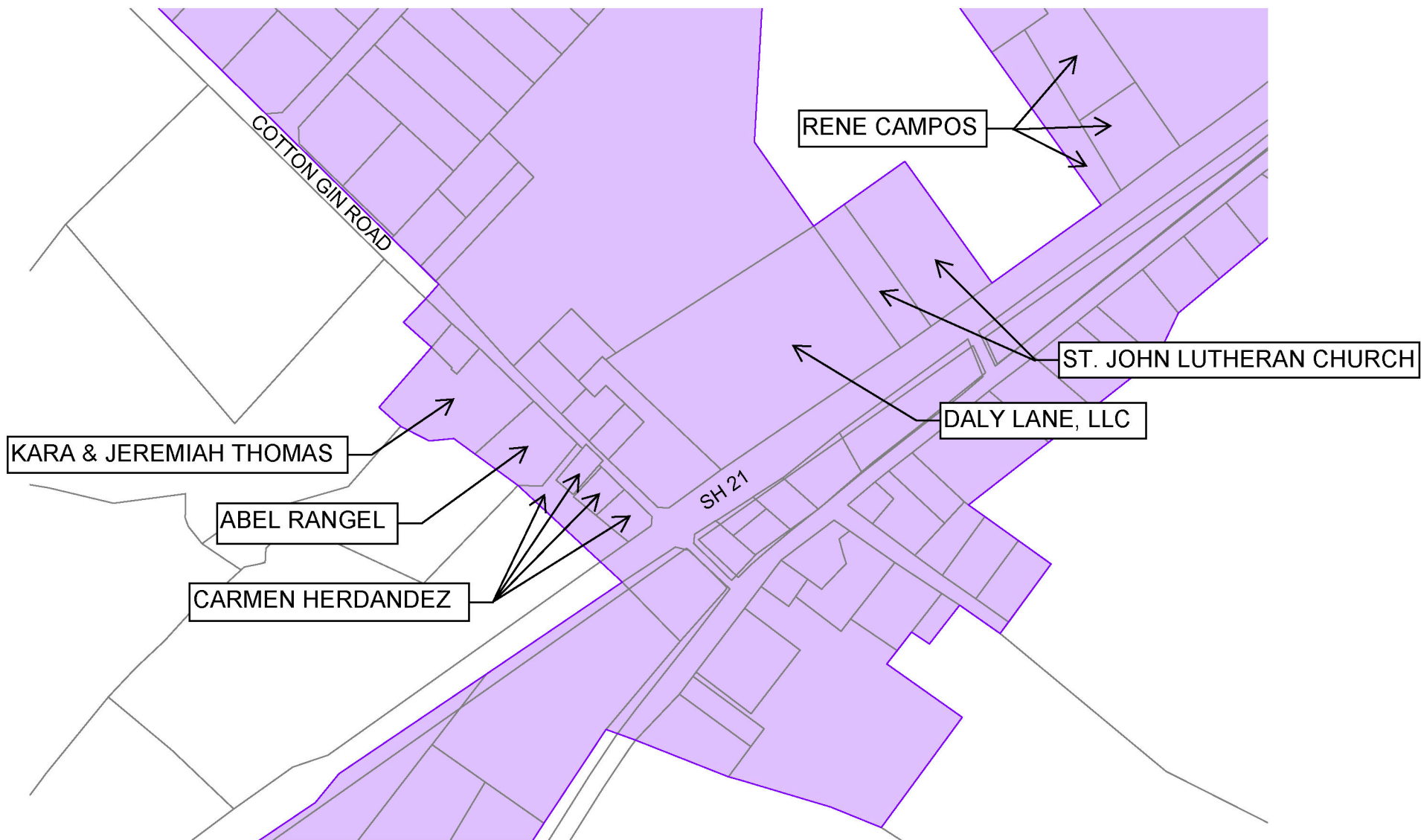
307 Saint Lawrence Street, Gonzales TX 78629
P: 830.672.7546 F: 830.672.2034

CENTRAL TEXAS

205 Cimarron Park Loop, Ste. B, Buda TX 78610
P: 512.312.4336

ATTACHMENT C

Easements in Uhland



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.

UTILITY PIPELINE AND RIGHT-OF-WAY EASEMENT

Date: April 29, 2021

Grantor: Kara Janece Thomas and Jeremiah Gary Thomas

Grantor's Address: 3690 Cotton Gin Rd, Uhland, Texas 78640

Grantee: County Line Special Utility District, a conservation and reclamation district under Article XVI, Section 59 of the Texas Constitution, operating under Chapters 49 and 65 of the Texas Water Code

Grantee's Address: 8870 Camino Real, Uhland, Texas 78640

Consideration: TEN DOLLARS (\$10.00) and other good and valuable consideration paid by Grantee, the receipt and sufficiency of which is hereby acknowledged by Grantor

Easement Property: A tract of land consisting of 0.212 acres more or less, twenty (20) feet in width, being more particularly described in the attached Exhibit A, hereby incorporated reference and made a part hereof for all purposes.

Grant of Easement and Easement Scope and Purposes: Grantor, for the Consideration, does hereby grant and convey unto Grantee, its successors and assigns, to have and to hold forever, a non-exclusive permanent easement upon, within, over, under and across the Easement Property, together with all and singular the rights and appurtenances thereto in anywise belonging. The purposes for this easement include the right to excavate, place, lay, construct, install, and thereafter, repair, replace, upgrade, reconstruct, remove, inspect, and perpetually use, access, maintain, and operate the Utility Facilities for the purpose of providing public water and wastewater utility services, the collection of water and/or wastewater to be reclaimed or reused, and the distribution or conveyance of each. Except as modified herein, this grant shall carry with it the right of ingress and egress to and from the Easement Property at all reasonable times, with the right to use existing roads for the purpose of constructing, installing, repairing, replacing, reconstructing, inspecting, accessing, maintaining, and operating the Utility Facilities. The rights, terms, and provisions of this easement shall run with the land, and be binding upon and benefit the successors and assigns of Grantor and Grantee. Grantee shall have such other rights and benefits necessary and/or convenient for the full enjoyment and use of the rights herein granted, including without limitation, (1) the reasonable right from time to time to remove any and all paving, undergrowth and other obstructions that may damage Grantee's Utility Facilities or interfere with its purposes and (2) the right to abandon-in-place, within the Easement Property, any and all utility lines and associated

COUNTY LINE SPECIAL UTILITY DISTRICT
UTILITY EASEMENT

Recorded By: J-139791/ER
Texas National Title

PAGE 1 OF 5

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.

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COUNTY LINE SPECIAL UTILITY DISTRICT
UTILITY EASEMENT

Recorded By: J-139791/ER
Texas National Title

PAGE 1 OF 5

appurtenances, such that Grantee shall have no obligation or liability to Grantor or their successors or assigns to move or remove any such abandoned utility lines or appurtenances.

Utility Facilities: Pipelines for the collection and transmission of water, reuse water, and wastewater and associated communication systems, connections, pumps, drain valve assemblies, air releases, valves, manholes, and all related electrical and communication lines, facilities, equipment and appurtenances, route markers, access ways, roadways and all other above-ground and below-ground facilities and/or necessary appurtenances and improvements deemed in Grantee's sole discretion to be necessary or desirable with respect to the Utility Facilities. Grantee will bury any pipeline so that the top of same is at least three feet below the surface of the Easement Property. Grantee may, however, construct and maintain the other Utility Facilities and associated other structures and equipment above the surface of the Easement Property.

Temporary Workspace Easement: In addition to the rights in the Easement Property, Grantor also hereby grants unto Grantee a Temporary Workspace Easement as depicted on Exhibit A for Grantee to carry out its purposes hereunder, including but not limited to construction staging, equipment storage, temporary spoil storage, and access on Grantor's property adjacent to the Easement Property. The duration of said Temporary Workspace Easement shall not exceed twelve (12) months, commencing upon execution of this document and terminating upon the earlier of Grantee's completion of its initial pipeline installation project within the Easement Property or April 29, 2022, whichever date first occurs; provided, however, that this Temporary Workspace Easement shall revert to the Grantor and shall not be available to the Grantee without future consent of Grantor, which consent shall not be unreasonably withheld if needed for the same purposes set forth herein.

Notification Prior to Access: Grantee, its agents, and employees will endeavor to contact Grantor or its Grantor's tenant at least 24 hours prior to accessing the Easement Property. This notice period is not required for emergency conditions.

Grantor's Reserved Right: Grantor reserves the right to use the Easement Property for any purpose that will not hinder, conflict, or interfere with the exercise of Grantee's rights hereunder. Grantor reserves the right to allow additional underground utilities and infrastructure to traverse perpendicularly across the Facilities, upon written approval of the plans and specifications by Grantee, which approval shall not be unreasonably withheld, and provided that the location of such additional utilities and infrastructure are marked and identifiable. Grantor and Grantor's employees, agents, and invitees shall have access over the surface of the Easement Property, and Grantee shall not unreasonably prohibit ingress and egress to and from Grantor's adjacent land because of construction or for any other reason.

After Construction/Maintenance and Damages: Grantee covenants and agrees to restore the surface of the Easement Property and surrounding property, whenever disturbed by Grantee, to a condition that existed immediately prior to such disturbance to the extent reasonably feasible, including, but not limited to, compaction of excavated areas, restoration of pavement areas, landscaping, fencing, sidewalks and other improvements, and removal of construction-related debris. Grantor agrees that the Consideration conveyed herein shall be considered full compensation for any diminution in value that may result to Grantor's remaining property by

virtue of this easement and for damages, if any, to the Easement Property and for any and all damages to improvements, crops, pasturage, timber, trees and brush in the Easement Property, which may result from Grantee's exercise of rights hereunder, and that no other damages, rights, or remedies will be enforceable, collectible or available to Grantor.

Grantor's Authority to Grant this Easement: Grantor warrants to Grantee that the undersigned has the full power and authority to execute this easement and fulfill its obligations under this easement. Should one or more of the Grantors herein be natural persons and not be joined by the respective spouse, it is conclusively presumed that the Easement Property is not the residence or business homestead of such Grantor(s) and that the Grantors have full authority to grant this easement as their separate property. Should one or more of the Grantors herein be a legal entity other than a natural person, it shall be conclusively presumed that the person signing on behalf of such party has been duly and legally authorized to so sign and there shall be no necessity for a seal or attestation.

Release: Grantee agrees to hold harmless Grantor, to the full extent of Grantee's liability to the extent allowed by applicable laws, from and against claims for personal injuries or property damage arising out of the Grantee's activities in the Easement Property. Grantor and Grantee hereby waive any legal rights each may acquire against the other party, and hereby release each other, for the loss of or damage to their respective property or to property in which they may have an interest, but only for any loss or damage that is caused by an insured hazard arising out of or in connection with the Easement Property, to the extent such loss or damage is paid by for by insurance proceeds.

Exceptions to Conveyance and Warranty: Grantor covenants that Grantor is the owner of the above described property, and that said property is free and clear of all encumbrances and liens except the following: _____

Exceptions, covenants, or easements affecting the Easement Property, if any, that are recorded in the Official Public Records of the county in which the Easement Property is located.

Assignment: This instrument, and the terms and conditions contained herein, inure to the benefit of and are binding upon Grantor and Grantee, and their respective heirs and personal representatives, and successors and/or assigns.

Applicable Law: The laws of the State of Texas govern the validity, enforcement and interpretation of this instrument. Venue for any legal action hereunder is agreed to be in Hays County, Texas.

Mortgage Subordination: Grantor represents and warrants to Grantee that there is a presently existing deed of trust lien applicable to the Easement Property, and the same is hereby made subordinate to this instrument pursuant to the terms and execution of the attached Exhibit B, that "Joinder and Approval of Mortgagee," which Grantor will request lender to execute. Any mortgage

or deed of trust hereafter affecting any portion of the Easement Property must, at all times, be subject and subordinate to the terms of hereof. Any party foreclosing any mortgage or deed of trust affecting the Easement Property, or acquiring title by deed in lieu of foreclosure, will acquire title subject to all of the terms and provisions hereof.

Grantor does hereby bind itself, its successors and assigns, subject to existing matters of record affecting the above-described property, to WARRANT AND FOREVER DEFEND this easement, together with all and singular, the rights and appurtenances thereto, in anyway belonging unto Grantee, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by and through Grantor but not otherwise.

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

WITNESS THE EXECUTION HEREOF the 29 day of April, 2021.

Grantor:

Kara Janece Thomas and Jeremiah Gary Thomas

By: Kara Thomas
Kara Janece Thomas, Individually

By: Jeremiah Gary Thomas
Jeremiah Gary Thomas, Individually

Grantee:

County Line Special Utility District

By: Chris Betz
Chris Betz
Board President

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF HAYS §

This instrument was acknowledged before me on this 29 day of April, 2021, by
Kara Janice Thomas

My Commission Expires _____
Enriqueeta B. Reyes
Notary Public, State of Texas
Comm. Expires 04/01/2025
Notary ID 7468395

[Signature]
Notary Public, State of Texas

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF HAYS §

This instrument was acknowledged before me on this 29 day of April, 2021, by
Jeremiah Gary Thomas

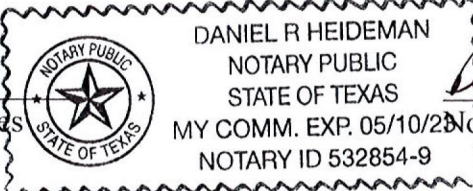
My Commission Expires _____
Enriqueeta B. Reyes
Notary Public, State of Texas
Comm. Expires 04/01/2025
Notary ID 7468395

[Signature]
Notary Public, State of Texas

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF HAYS §

This instrument was acknowledged before me on this 27 day of April, 2021, by
Batz, Chris

5/10/23
My Commission Expires _____
DANIEL R HEIDEMAN
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 05/10/23
NOTARY ID 532854-9

Daniel R. Heideman
Notary Public, State of Texas



SPOT ON SURVEYING

Land Surveying & Mapping

EXHIBIT "A"

20' EASEMENT

BEING 0.212 ACRES OF LAND, MORE OR LESS, OUT OF THE JOHN STEWART SURVEY, ABSTRACT NO. 14, SITUATED IN HAYS COUNTY, TEXAS, SAID 0.212 ACRE TRACT BEING A PORTION OF THAT 1.68 ACRE TRACT CONVEYED TO KARA JANECE THOMAS AND JEREMIAH GARY THOMAS BY WARRANTY DEED WITH VENDOR'S LIEN RECORDED AS INSTRUMENT NO. 19000513, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS (O.P.R.H.C.TX.), SAID 0.212 ACRES BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at a found 1/2" iron rod, said point being accepted as a point in the Southwesterly Right of Way limits of Cotton Gin Road, a.k.a. C.R. 129, variable in width, also being accepted as the most Northerly corner of said 1.68 tract, for the most Northerly corner hereof;

THENCE S 45° 40' 19" E, 212.23 feet with said common Right of Way limits and said 1.68 acre tract to a found 5/8" iron rod, said point being accepted as the most Northerly corner of that 4.7666 acre tract conveyed to Abel Rangel and Socorro Huizar by Special Warranty Deed recorded as Document No. 06021658 in Volume 2970, Page 410, (O.P.R.H.C.TX.) also being accepted as the most Easterly corner of said 1.68 acre tract, for the most Easterly corner hereof;

THENCE S 48° 16' 48" W, 221.71 feet, leaving said Right of Way limits, with the common limits of said 4.7666 acre tract and said 1.68 acre tract to a calculated point, said point being accepted as the most Southerly corner of said 1.68 acre tract, for the most Southerly corner hereof;

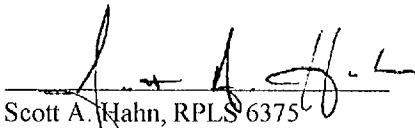
THENCE N 53° 33' 00" W, 20.43 feet continuing with said common Northerly limits of said 4.7666 acre tract and the Southwesterly limits of said 1.68 acre tract to a calculated point of intersection with a line being parallel with and 20.00 feet Northwesterly of the previously described line, for the Southwesterly corner hereof;

THENCE N 48° 16' 48" E, 199.46 feet, leaving the Northerly limits of said 4.7666 acre tract, through the interior of said 1.68 tract, with said parallel line, to a calculated point of intersection with a line being parallel with and 25.00 feet Southwesterly of said Southwesterly Right of Way limits of said Cotton Gin Road;

THENCE N 45° 40' 19" W, 189.33 feet with said parallel line to a calculated point of intersection in the Northwesterly limits of said 1.68 acre tract, for the most Westerly corner hereof;

THENCE N 41° 45' 17" E, 25.03 feet with and the Northwesterly limits of said 1.68 acre tract to the POINT OF BEGINNING hereof, containing a calculated area of 9,231.9 sq. ft., 0.212 acres said field notes being described in accordance with a survey made on the ground by me or under my direction. See Exhibit "A" Survey sketch attached hereto and made a part hereof.

All bearings shown are based on NAD 83 Texas State Plane Coordinate System, South Central Zone. All distances shown are surface or ground distances.


Scott A. Hahn, RPLS 6375

Spot On Surveying, Inc.

614 Jerrys Lane

Buda, TX. 78610

(512)523-8092

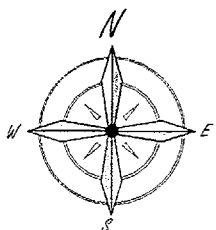
TBPLS Firm# 10193894

SOS J/N: 0016-20-003 – TRACT 14



December 06, 2020

Date



0 60
SCALE 1" = 60'

LINETYPE LEGEND:

- BOUNDARY
- RIGHT OF WAY
- WASTEWATER LINE EASEMENT
- ADJOINING LOT LINES
- TEMPORARY CONSTRUCTION EASEMENT

MONUMENT LEGEND / NOTES:

○ = FOUND MONUMENT AS DESCRIBED.

▲ = CALCULATED POINT.

[A] FD. IRON ROD WITH CAP STAMPED "HARRIS-GRANT".

[B] FD. 1/2" IRON ROD.

[C] FD. 5/8" IRON ROD.

SURVEYOR'S CERTIFICATION:

I, SCOTT A. HAHN, REGISTERED PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND BY ME OR UNDER MY DIRECTION AND IS DESCRIBED IN METES AND BOUNDS DESCRIPTION EXHIBIT "A", SHEET 1, ATTACHED HERETO AND MADE A PART HEREOF, SAID PROPERTY BEING SUBJECT TO ANY AND ALL EASEMENTS, RESERVATION AND RESTRICTIONS THAT MAY BE OF RECORD. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF A COMMITMENT FOR TITLE INSURANCE. THERE MAY BE EASEMENTS OR OTHER MATTERS OF RECORD NOT SHOWN HEREON. THE MONUMENTS SHOWN HEREON WILL BE PLACED UNDER MY SUPERVISION UPON APPROVAL.

SCOTT A. HAHN
REGISTERED PROFESSIONAL LAND SURVEYOR
REGISTRATION NO. 6375 - TBPLS FIRM NO.: 10193894
SPOT ON SURVEYING, INC.
614 JERRY'S LANE
BUDA, TX. 78610



www.spotonsurveying.com

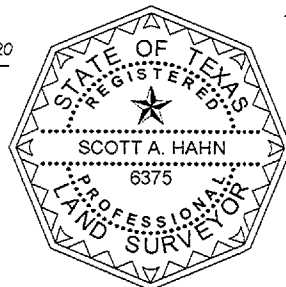


EXHIBIT "A" SURVEY SKETCH

BEING 0.212 ACRES OUT OF THE JOHN STEWART SURVEY, ABSTRACT NO. 14,
IN THE CITY OF UHLAND, HAYS COUNTY, TEXAS

PETER FLEURY AND
JAMUNA FLEURY,
HUSBAND AND WIFE
45.099 ACRES
DOCUMENT NO. 80006157
VOLUME 3345, PAGE 516
(O.P.R.H.C.TX.)

N41° 45' 17"E 25.03'
N41° 42' 44"E 97.36'
UNKNOWN OWNER
INST. NO. UNKNOWN
0.047 ACRES

KARA JANECE THOMAS AND
JEREMIAH GARY THOMAS,
WIFE AND HUSBAND
1.68 ACRES
INSTRUMENT NO. 19000513
(O.P.R.H.C.TX.)

40' WIDE
TEMPORARY CONSTRUCTION
EASEMENT DEDICATED
HEREON

COTTON GIN RD.
(A.K.A. COUNTY ROAD 129)
(R.O.W. VARIES)

25' WIDE
EASEMENT
DEDICATED
HEREON

0.212 ACRES
9,231.3 SQ. FT.

ABEL RANGEL AND
SOCORRO HUIZAR
4.7666 ACRES
DOCUMENT NO. 06921658
VOLUME 2970, PAGE 410
(O.P.R.H.C.TX.)

MONUMENT LEGEND / NOTES:

O.P.R.H.C.TX. = OFFICIAL PUBLIC RECORDS,
HAYS COUNTY, TEXAS

P.O.B. = POINT OF BEGINNING

BASIS OF BEARINGS:

THE BASIS OF BEARINGS OF THIS SURVEY SHOWN HEREON,
IS THE TEXAS COORDINATE SYSTEM NAD83, TEXAS SOUTH
CENTRAL ZONE, UTILIZING STATIC OBSERVATIONS AND
CORRECTIONS PERFORMED BY THE NGS-OPUS WEBSITE.

SOS J/N:0016-20-003 - TRACT 14

Joinder and Approval of Mortgagee

The undersigned, Mortgage Electronic Registration Systems, Inc., as mortgagee, as nominee for THE HOME LENDING GROUP, LLC, its successors and assigns.; Being the holder of a lien described in the Deed of Trust recorded on January 4th, 2019, in Clerk's Instrument No. 19000514, Official Public Records of Hays County, Texas; on the Easement Property described herein, amongst other collateral property, hereby joins in the execution of this Utility Pipeline and Right-of-Way Easement to evidence its consent and agreement to the terms thereof, and to specifically acknowledge that any and all liens now or hereafter held by the undersigned (or its successors or assigns) against the Easement Property shall be, and are hereby made, specifically subordinate to this Utility Pipeline and Right-of-Way Easement, and the terms and conditions thereof, and that the covenants, easements and conditions set forth therein shall be binding upon, and effective against, any owner (including the undersigned mortgagee or other beneficiaries under a deed of trust, indenture, or mortgage held by the undersigned, its successors and assigns encumbering the Easement Property) of any portion of the Easement Property, who acquires title thereto by foreclosure, trustee's sale, deed in lieu of foreclosure, or otherwise.

It is expressly understood that the release of said parcel from the lien shall not in any way affect the lien of said Deed of Trust (Mortgage) upon the remaining land there by subject to the Deed of Trust/Mortgage

Subject Property:

BEING 0.212 ACRES OF LAND, MORE OR LESS, OUT OF THE JOHN STEWART SURVEY, ABSTRACT NO. 14, SITUATED IN HAYS COUNTY, TEXAS, SAID 0.212 ACRE TRACT BEING A PORTION OF THAT 1.68 ACRE TRACT CONVEYED TO KARA JANECE THOMAS AND JEREMIAH GARY THOMAS BY WARRANTY DEED WITH VENDOR'S LIEN RECORDED AS INSTRUMENT NO. 19000513, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS (O.P.R.H.C.TX.), SAID 0.212 ACRES BEING MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF:

"MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's Successors and assigns. MERS is organized and existing under the law of Delaware, and has a mailing address of P.O. Box 2026, Flint MI 48501-2026, and/or a street address of 1901 E. Voorhees Street, Suite C, Danville, IL 61834. The MERS telephone number is (888) 679-MERS.

MERS MIN: 10103510000166945

Mortgage Electronic Registration Systems, Inc., as mortgagee, as nominee for THE HOME LENDING GROUP, LLC, its successors and assigns.;

by: Mary Kathryn Brizendine

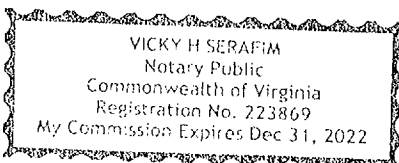
Date April 5, 2021

Name: Mary Kathryn Brizendine
Vice President

Title: _____

STATE OF Virginia
COUNTY OF City of Richmond

This instrument was acknowledged before me on this the 5th day of April, 2021, by Mary Kathryn Brizendine, Vice President (title) of Mortgage Electronic Registration Systems, Inc., as mortgagee, as nominee for THE HOME LENDING GROUP, LLC, its successors and assigns, on its behalf.



Vicky H. Serafin
Notary Public in and for the State of _____

**THE STATE OF TEXAS
COUNTY OF HAYS**

I hereby certify that this instrument was FILED on the
date and the time stamped hereon by me and was duly
RECORDED in the Records of Hays County, Texas.

21022495 EASEMENT
05/03/2021 08:37:35 AM Total Fees: \$54.00

Elaine H. Cárdenas, MBA, PhD, County Clerk
Hays County, Texas



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.

UTILITY PIPELINE AND RIGHT-OF-WAY EASEMENT

Date: July 2, 2021

Grantor: Poco Loco Supermercado #4, LLC fka Daly Lane, LLC

Grantor's Address: 1095 Windy Hill Rd, Kyle, Texas 78736

Grantee: County Line Special Utility District, a conservation and reclamation district under Article XVI, Section 59 of the Texas Constitution, operating under Chapters 49 and 65 of the Texas Water Code

Grantee's Address: 8870 Camino Real, Uhland, Texas 78640

Consideration: TEN DOLLARS (\$10.00) and other good and valuable consideration paid by Grantee, the receipt and sufficiency of which is hereby acknowledged by Grantor

Easement Property: A tract of land consisting of 0.337 acres more or less, thirty-five (35) feet in width, being more particularly described in the attached Exhibit A, hereby incorporated reference and made a part hereof for all purposes.

Grant of Easement and Easement Scope and Purposes: Grantor, for the Consideration, does hereby grant and convey unto Grantee, its successors and assigns, to have and to hold forever, a non-exclusive permanent easement upon, within, over, under and across the Easement Property, together with all and singular the rights and appurtenances thereto in anywise belonging. The purposes for this easement include the right to excavate, place, lay, construct, install, and thereafter, repair, replace, upgrade, reconstruct, remove, inspect, and perpetually use, access, maintain, and operate the Utility Facilities within the Easement Property for Grantee to fulfill its statutory duty and any contractual obligations to provide retail and/or wholesale public water and wastewater services.

Except as modified herein, this grant shall carry with it the right of ingress and egress to and from the Easement Property at all reasonable times from the public right-of-way or through the Temporary Workspace Easement but not otherwise, for the purpose of constructing, installing, repairing, replacing, reconstructing, inspecting, accessing, maintaining, and operating the Utility Facilities. The rights, terms, and provisions of this easement shall run with the land, and be binding upon and benefit the successors and assigns of Grantor and Grantee. Grantee shall have such other rights and benefits necessary and/or convenient for the full enjoyment and use of the rights herein granted, including without limitation, (1) the reasonable right from time to time to remove any and

all paving, undergrowth and other obstructions that may damage Grantee's Utility Facilities or interfere with its purposes, however in all cases replacement or repair as a result of such removal shall be at the sole cost and expense of the Grantee and (2) the right to abandon-in-place, within the Easement Property, any and all utility lines and associated appurtenances, such that Grantee shall have no obligation or liability to Grantor or their successors or assigns to move or remove any such abandoned utility lines or appurtenances so long as all repair obligations have been satisfied by the Grantee, and Grantee shall further have the obligation upon abandonment to plug or otherwise block such lines and properly remove any hazardous materials or other environmental hazards.

Utility Facilities: Pipelines for the collection, transmission, distribution and/or conveyance of water, reclaimed water, reuse water, and wastewater, and associated systems, connections, pumps, drain valve assemblies, air releases, valves, manholes, and all related lines for monitoring such water and wastewater systems, facilities, equipment and appurtenances, route markers, access ways, roadways and all other above-ground and below-ground facilities and/or necessary appurtenances and improvements deemed in Grantee's sole discretion to be necessary or desirable with respect to the Utility Facilities so long as all of the foregoing comply with all applicable laws, ordinances, and regulations and do not result in damage to Grantor's improvements then-existing at the time this easement was granted or interfere with the Grantor's use of its property in a manner prohibited and outside the scope of this easement. Grantee will bury any pipeline so that the top of same is at least three feet below the surface of the Easement Property. Grantee may, however, construct and maintain the other Utility Facilities and associated other structures and equipment above the surface of the Easement Property. The Utility Facilities shall not include electric, gas, communication (such as telephone or fiber), or other utility lines unless necessary in Grantee's reasonable discretion to operate and maintain water and wastewater pipelines.

Temporary Workspace Easement: In addition to the rights in the Easement Property, Grantor also hereby grants unto Grantee a Temporary Workspace Easement as depicted on Exhibit A for Grantee to carry out its purposes hereunder, including but not limited to construction staging, equipment storage, temporary spoil storage, and access to the Easement Property. The duration of said Temporary Workspace Easement shall not exceed twelve (12) months, commencing upon execution of this document and terminating upon the earlier of Grantee's completion of its initial pipeline installation project within the Easement Property or July 2, 2022, whichever date first occurs, after which this Temporary Workspace Easement shall revert to the Grantor and shall not be available to the Grantee. In the event the Grantee requires future use of or modification to the Temporary Workspace Easement area, Grantee shall not unreasonably withhold approval of a renewed Temporary Workspace Easement so long as such easement provides at least the same protection to Grantor as provided herein, such easement area does not encroach on Grantor's improvements, if any at the time, and Grantee agrees to provide fair compensation for the use of the Temporary Workspace Easement.

Notification Prior to Access: Grantee, its agents, and employees will endeavor to contact Grantor or its Grantor's tenant at least one (1) business day prior to accessing the Easement Property. This notice period is not required for emergency conditions.

Grantor's Reserved Right: Grantor reserves the right to use the Easement Property for any

purpose that will not hinder, conflict, or interfere with the exercise of Grantee's rights hereunder. Subject to the foregoing, Grantor reserves the right to allow, install, or construct additional underground utilities and infrastructure to traverse perpendicularly across the Facilities, sidewalks, parking areas, and landscaping upon written notice to Grantee and provided Grantee does not object in writing within 30 days thereafter, which objection shall not be unreasonable or arbitrary, and provided that the location of such additional utilities and infrastructure are marked and identifiable. Grantor and Grantor's employees, agents, and invitees shall have access over the surface of the Easement Property, and Grantee shall not unreasonably prohibit ingress and egress to and from Grantor's adjacent land because of construction or for any other reason.

After Construction/Maintenance and Damages: Grantee covenants and agrees to restore the surface of the Easement Property and surrounding property, whenever disturbed by Grantee, to a condition that existed immediately prior to such disturbance to the extent reasonably feasible, including, but not limited to, compaction of excavated areas, restoration of pavement areas, landscaping, fencing, sidewalks and other improvements, and removal of construction-related debris. Grantor agrees that the Consideration conveyed herein shall be considered full compensation for any diminution in value that may result to Grantor's remaining property by virtue of this easement and for damages, if any, to the Easement Property and for any and all damages to improvements, crops, pasturage, timber, trees and brush in the Easement Property, which may result from Grantee's exercise of rights hereunder, and that no other compensation will be collectible or available to Grantor from the conveyance of this easement.

Grantor's Authority to Grant this Easement: Grantor warrants to Grantee that the undersigned has the full power and authority to execute this easement and fulfill its obligations under this easement. Should one or more of the Grantors herein be natural persons and not be joined by the respective spouse, it is conclusively presumed that the Easement Property is not the residence or business homestead of such Grantor(s) and that the Grantors have full authority to grant this easement as their separate property. Should one or more of the Grantors herein be a legal entity other than a natural person, it shall be conclusively presumed that the person signing on behalf of such party has been duly and legally authorized to so sign and there shall be no necessity for a seal or attestation.

Release: Grantee agrees to hold harmless Grantor, to the full extent of Grantee's liability to the extent allowed by applicable laws, from and against claims for personal injuries or property damage arising out of the Grantee's activities in the Easement Property. Grantor and Grantee hereby waive any legal rights each may acquire against the other party, and hereby release each other, for the loss of or damage to their respective property or to property in which they may have an interest, but only for any loss or damage that is caused by an insured hazard arising out of or in connection with the Easement Property, to the extent such loss or damage is paid by for by insurance proceeds.

Exceptions to Conveyance and Warranty: Grantor covenants that Grantor is the owner of the above described property, and that said property is free and clear of all encumbrances and liens except the following: _____

Exceptions, covenants, surveys, or easements affecting the Easement Property, if any, that are recorded in the Official Public Records of the county in which the Easement Property is located.

Assignment: This instrument, and the terms and conditions contained herein, inure to the benefit of and are binding upon Grantor and Grantee, and their respective heirs and personal representatives, and successors and/or assigns.

Applicable Law: The laws of the State of Texas govern the validity, enforcement and interpretation of this instrument. Venue for any legal action hereunder is agreed to be in Hays County, Texas.

Mortgage Subordination: Grantor represents and warrants to Grantee that there is a presently existing deed of trust lien applicable to the Easement Property, and the same is hereby made subordinate to this instrument pursuant to the terms and execution of the attached Exhibit B, that "Joinder and Approval of Mortgagee," which Grantor will request lender to execute. Any mortgage or deed of trust hereafter affecting any portion of the Easement Property must, at all times, be subject and subordinate to the terms of hereof. Any party foreclosing any mortgage or deed of trust affecting the Easement Property, or acquiring title by deed in lieu of foreclosure, will acquire title subject to all of the terms and provisions hereof.

Grantor does hereby bind itself, its successors and assigns, subject to existing matters of record affecting the above-described property, to WARRANT AND FOREVER DEFEND this easement, together with all and singular, the rights and appurtenances thereto, in anyway belonging unto Grantee, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by and through Grantor but not otherwise.

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

WITNESS THE EXECUTION HEREOF the 2 day of July, 2021.

Grantor:

Poco Loco Supermercado #4, LLC fka Daly Lane, LLC

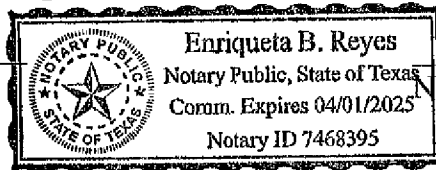
By: [Signature]
Asifali S. Karowalia
Manager

ACKNOWLEDGMENT

THE STATE OF Texas
COUNTY OF Harris

This instrument was acknowledged before me on this 2 day of July, 2021,
by Asifali Karowalia, Manager of Poco loco Supermercado
4, LLC fka Daly Lane, LLC

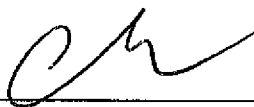
My Commission Expires



[Signature]
Notary Public, State of Texas

Grantee:

County Line Special Utility District

By: 
Chris Betz
Board President


Executed on: 7/1/2021

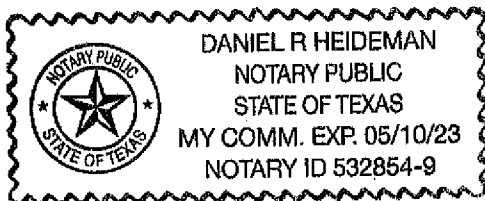
ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF HAYS §

This instrument was acknowledged before me on this 1 day of July, 2021,
by Daniel Heideman.

5-10-23
My Commission Expires

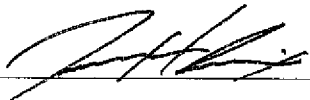

Notary Public, State of Texas



Joinder and Approval of Mortgagee

The undersigned Mortgagee (holding a lien on the Easement Property described herein, amongst other collateral property) hereby joins in the execution of this Utility Pipeline and Right-of-Way Easement to evidence its consent and agreement to the terms thereof, and to specifically acknowledge that any and all liens now or hereafter held by the undersigned (or its successors or assigns) against the Easement Property shall be, and are hereby made, specifically subordinate to this Utility Pipeline and Right-of-Way Easement, and the terms and conditions thereof, and that the covenants, easements and conditions set forth therein shall be binding upon, and effective against, any owner (including the undersigned mortgagee or other beneficiaries under a deed of trust, indenture, or mortgage held by the undersigned, its successors and assigns encumbering the Easement Property) of any portion of the Easement Property, who acquires title thereto by foreclosure, trustee's sale, deed in lieu of foreclosure, or otherwise.

TEXAS REGIONALBANK

by: 

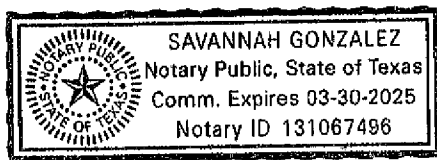
Name: JASON HENDRIX

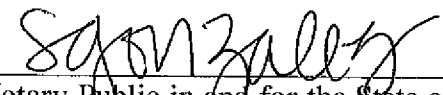
Title: FIRST VICE PRESIDENT

Date: 4/27/2021

STATE OF TEXAS §
 §
COUNTY OF HAYS §

This instrument was acknowledged before me on this the 27TH day of APRIL, 2021, by JASON HENDRIX, FIRST VICE PRESIDENT of TEXAS REGIONAL BANK, on its behalf.




Notary Public in and for the State of Texas



SPOT ON SURVEYING

Land Surveying & Mapping

EXHIBIT "A"

WASTEWATER LINE EASEMENT

BEING 0.337 ACRES OF LAND, MORE OR LESS, OUT OF THE JOHN STEWART SURVEY, ABSTRACT NO. 14, SITUATED IN HAYS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN 6.47 ACRE TRACT CONVEYED BY GENERAL WARRANTY DEED AS DOCUMENT NO. 2016-16014954, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS (O.P.R.H.C.TX.), SAID 0.337 ACRES BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at a found iron rod with cap (ILLEGIBLE), said point being accepted as a point in the Northwesterly Right of Way limits of S.H. 21, also known as Camino Real, also being accepted as the most Southerly corner of that certain 1.00 acre tract conveyed to St. John Luthern Church-Missouri Synod by General Warranty Deed as Document No. 2011-11015167, (O.P.R.H.C.TX.) and being accepted as the most Easterly corner of said 6.47 tract, for the most Easterly corner hereof;

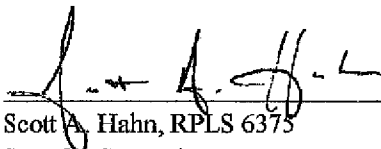
THENCE S 54° 40' 19" W, 35.00 feet, with the common Northwesterly Right of Way limits of said S.H. 21 and the Southeasterly limits of said 6.47 acre tract to a calculated point of intersection with a line being parallel with and 35.00 feet Southwesterly of the Northwesterly limits of said 6.47 acre tract, for the most Southerly corner hereof;

THENCE N 35° 21' 30" W, 420.72 feet through the interior of said 6.47 acre tract with said parallel line to a calculated point of intersection in the common Southeasterly limits of that certain 25.838 acre tract conveyed to Matthew Edevold and Bryan Lovelady by Warranty Deed with Vendor's Lien as Document No. 2014-14004057 in Volume 4858, Page 753, (O.P.R.H.C.TX.) and the Northwesterly limits of said 6.47 acre tract, for the most Westerly corner hereof;

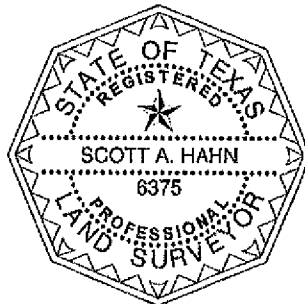
THENCE N 57° 21' 15" E, 35.04 feet with the common Southeasterly limits of said 25.838 acre tract and the Northwesterly limits of said 6.47 acre tract to the calculated most Easterly corner of said 25.838 acre tract, also being the common most Southerly corner of that certain 14.660 acre tract conveyed to BPCH, LLC by Warranty Deed with Vendor's Lien as Document No. 2014-14008348 in Volume 4888, Page 625, (O.P.R.H.C.TX.), and the most Westerly corner of said 1.00 acre tract, and the most Northerly corner of said 6.47 acre tract, for the most Northerly corner hereof;

THENCE S 35° 21' 30" E, 419.08 feet with the common Southwesterly limits of said 1.00 acre tract and the Northeasterly limits of said 6.47 acre tract to the POINT OF BEGINNING hereof, containing a calculated area of 14,696.4 sq. ft., 0.337 acres, said field notes being described in accordance with a survey made on the ground by me or under my direction. See Exhibit "A" Survey sketch attached hereto and made a part hereof.

All bearings shown are based on NAD 83 Texas State Plane Coordinate System, South Central Zone. All distances shown are surface or ground distances.


 Scott A. Hahn, RPLS 6375
 Spot On Surveying, Inc.

614 Jerrys Lane
 Buda, TX. 78610
 (512)523-8092
 TBPLS Firm# 10193894
 SOS J/N: 0016-20-003 – TRACT 7



November 14, 2020

 Date

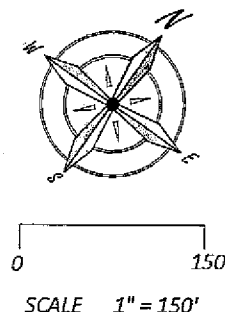
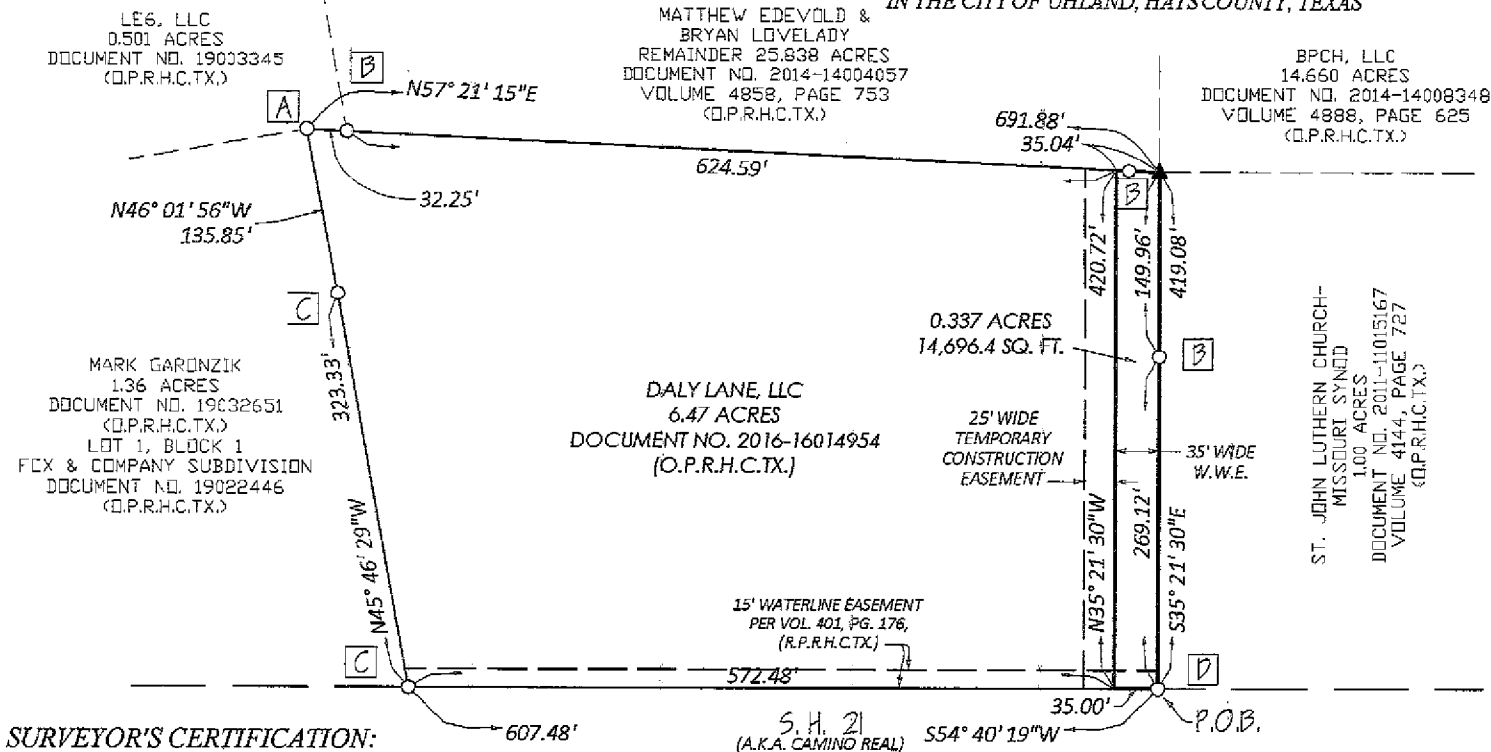
LINETYPE LEGEND:

_____ BOUNDARY
 _____ RIGHT OF WAY
 _____ WASTEWATER LINE EASEMENT
 _____ ADJOINING LOT LINES
 _____ TEMPORARY CONSTRUCTION EASEMENT

EXHIBIT "A" **SURVEY SKETCH**

BEING 0.337 ACRES OUT OF THE
 JOHN STEWART SURVEY, ABSTRACT NO. 14,
 IN THE CITY OF UHLAND, HAYS COUNTY, TEXAS

SHEET 2 OF 2 SHEETS



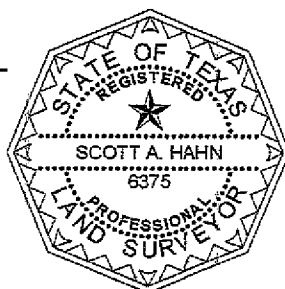
SURVEYOR'S CERTIFICATION:

I, SCOTT A. HAHN, REGISTERED PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND BY ME OR UNDER MY DIRECTION AND IS DESCRIBED IN METES AND BOUNDS DESCRIPTION EXHIBIT "A", SHEET 1 ATTACHED HERETO AND MADE A PART HEREOF, SAID PROPERTY BEING SUBJECT TO ANY AND ALL EASEMENTS, RESERVATION AND RESTRICTIONS THAT MAY BE OF RECORD. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF A COMMITMENT FOR TITLE INSURANCE, THERE MAY BE EASEMENTS OR OTHER MATTERS OF RECORD NOT SHOWN HEREON. THE MONUMENTS SHOWN HEREON WILL BE PLACED UNDER MY SUPERVISION UPON APPROVAL.

SCOTT A. HAHN
 REGISTERED PROFESSIONAL LAND SURVEYOR
 REGISTRATION NO. 6375 - TBPLS FIRM NO.: 10193894
 SPOT ON SURVEYING, INC.
 614 JERRY'S LANE
 BUDA, TX. 78610



www.spotonsurveying.com



MONUMENT LEGEND / NOTES:

- = FOUND MONUMENT AS DESCRIBED.
- ▲ = CALCULATED POINT.
- [A] FD. 1/2" IRON ROD.
- [B] FD. IRON ROD WITH CAP STAMPED "ASH 5687".
- [C] FD. IRON ROD WITH ALUMINUM CAP STAMPED "PRO-TECH ENG".
- [D] FD. IRON ROD WITH CAP ILLEGIBLE.

BASIS OF BEARINGS:

THE BASIS OF BEARINGS OF THIS SURVEY SHOWN HEREON, IS THE TEXAS COORDINATE SYSTEM NAD83, TEXAS SOUTH CENTRAL ZONE, UTILIZING STATIC OBSERVATIONS AND CORRECTIONS PERFORMED BY THE NGS-OPUS WEBSITE.

MONUMENT LEGEND / NOTES:

- O.P.R.H.C.TX. = OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS
- R.P.R.H.C.TX. = REAL PROPERTY RECORDS, HAYS COUNTY, TEXAS
- P.O.B. = POINT OF BEGINNING
- W.W.E. = WASTEWATER LINE EASEMENT

SOS J/N: 6016-20-003 - TRACT 7

**THE STATE OF TEXAS
COUNTY OF HAYS**

I hereby certify that this instrument was FILED on the
date and the time stamped hereon by me and was duly
RECORDED in the Records of Hays County, Texas.

21036513 EASEMENT
07/06/2021 03:25:02 PM Total Fees: \$58.00

Elaine H. Cárdenas, MBA, PhD, County Clerk
Hays County, Texas



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.

UTILITY PIPELINE AND RIGHT-OF-WAY EASEMENT

Date:

Grantor: Socorro H. Huizar and Abel C. Rangel

Grantor's Address: 3984 Cotton Gin Rd, Uhland, TX 78640

Grantee: County Line Special Utility District, a conservation and reclamation district under Article XVI, Section 59 of the Texas Constitution, operating under Chapters 49 and 65 of the Texas Water Code

Grantee's Address: 8870 Camino Real, Uhland, Texas 78640

Consideration: TEN DOLLARS (\$10.00) and other good and valuable consideration paid by Grantee, the receipt and sufficiency of which is hereby acknowledged by Grantor

Easement Property: A tract of land consisting of 0.418 acres more or less 20 (twenty) feet in width, being more particularly described in the attached Exhibit A, hereby incorporated reference and made a part hereof for all purposes.

Grant of Easement and Easement Scope and Purposes: Grantor, for the Consideration, does hereby grant and convey unto Grantee, its successors and assigns, to have and to hold forever, a non-exclusive permanent easement upon, within, over, under and across the Easement Property, together with all and singular the rights and appurtenances thereto in anywise belonging. The purposes for this easement include the right to excavate, place, lay, construct, install, and thereafter, repair, replace, upgrade, reconstruct, remove, inspect, and perpetually use, access, maintain, and operate the Utility Facilities for the purpose of providing public water and wastewater utility services, the collection of water and/or wastewater to be reclaimed or reused, and the distribution or conveyance of each. Except as modified herein, this grant shall carry with it the right of ingress and egress to and from the Easement Property at all reasonable times, with the right to use existing roads for the purpose of constructing, installing, repairing, replacing, reconstructing, inspecting, accessing, maintaining, and operating the Utility Facilities. The rights, terms, and provisions of this easement shall run with the land, and be binding upon and benefit the successors and assigns of Grantor and Grantee. Grantee shall have such other rights and benefits necessary and/or convenient for the full enjoyment and use of the rights herein granted, including without limitation, (1) the reasonable right from time to time to remove any and all paving, undergrowth and other obstructions that may damage Grantee's Utility Facilities or interfere with its purposes and (2) the

COUNTY LINE SPECIAL UTILITY DISTRICT
UTILITY EASEMENT

PAGE 1 OF 5

Recorded by:
Texas National Title
36-T-139854-ER

right to abandon-in-place, within the Easement Property, any and all utility lines and associated appurtenances, such that Grantee shall have no obligation or liability to Grantor or their successors or assigns to move or remove any such abandoned utility lines or appurtenances.

Utility Facilities: Pipelines for the collection and transmission of water, reuse water, and wastewater and associated communication systems, connections, pumps, drain valve assemblies, air releases, valves, manholes, and all related electrical and communication lines, facilities, equipment and appurtenances, route markers, access ways, roadways and all other above-ground and below-ground facilities and/or necessary appurtenances and improvements deemed in Grantee's sole discretion to be necessary or desirable with respect to the Utility Facilities. Grantee will bury any pipeline so that the top of same is at least three feet below the surface of the Easement Property. Grantee may, however, construct and maintain the other Utility Facilities and associated other structures and equipment above the surface of the Easement Property.

Temporary Workspace Easement: In addition to the rights in the Easement Property, Grantor also hereby grants unto Grantee a Temporary Workspace Easement as depicted on Exhibit A for Grantee to carry out its purposes hereunder, including but not limited to construction staging, equipment storage, temporary spoil storage, and access on Grantor's property adjacent to the Easement Property. The duration of said Temporary Workspace Easement shall not exceed twelve (12) months, commencing upon execution of this document and terminating upon the earlier of Grantee's completion of its initial pipeline installation project within the Easement Property or _____, whichever date first occurs; provided, however, that this Temporary Workspace Easement shall revert to the Grantor and shall not be available to the Grantee without future consent of Grantor, which consent shall not be unreasonably withheld if needed for the same purposes set forth herein.

Notification Prior to Access: Grantee, its agents, and employees will endeavor to contact Grantor or its Grantor's tenant at least 24 hours prior to accessing the Easement Property. This notice period is not required for emergency conditions.

Grantor's Reserved Right: Grantor reserves the right to use the Easement Property for any purpose that will not hinder, conflict, or interfere with the exercise of Grantee's rights hereunder. Grantor reserves the right to allow additional underground utilities and infrastructure to traverse perpendicularly across the Facilities, upon written approval of the plans and specifications by Grantee, which approval shall not be unreasonably withheld, and provided that the location of such additional utilities and infrastructure are marked and identifiable. Grantor and Grantor's employees, agents, and invitees shall have access over the surface of the Easement Property, and Grantee shall not unreasonably prohibit ingress and egress to and from Grantor's adjacent land because of construction or for any other reason.

After Construction/Maintenance and Damages: Grantee covenants and agrees to restore the surface of the Easement Property and surrounding property, whenever disturbed by Grantee, to a condition that existed immediately prior to such disturbance to the extent reasonably feasible, including, but not limited to, compaction of excavated areas, restoration of pavement areas, landscaping, fencing, sidewalks and other improvements, and removal of construction-related debris. Grantor agrees that the Consideration conveyed herein shall be considered full

compensation for any diminution in value that may result to Grantor's remaining property by virtue of this easement and for damages, if any, to the Easement Property and for any and all damages to improvements, crops, pasturage, timber, trees and brush in the Easement Property, which may result from Grantee's exercise of rights hereunder, and that no other damages, rights, or remedies will be enforceable, collectible or available to Grantor.

Grantor's Authority to Grant this Easement: Grantor warrants to Grantee that the undersigned has the full power and authority to execute this easement and fulfill its obligations under this easement. Should one or more of the Grantors herein be natural persons and not be joined by the respective spouse, it is conclusively presumed that the Easement Property is not the residence or business homestead of such Grantor(s) and that the Grantors have full authority to grant this easement as their separate property. Should one or more of the Grantors herein be a legal entity other than a natural person, it shall be conclusively presumed that the person signing on behalf of such party has been duly and legally authorized to so sign and there shall be no necessity for a seal or attestation.

Release: Grantee agrees to hold harmless Grantor, to the full extent of Grantee's liability to the extent allowed by applicable laws, from and against claims for personal injuries or property damage arising out of the Grantee's activities in the Easement Property. Grantor and Grantee hereby waive any legal rights each may acquire against the other party, and hereby release each other, for the loss of or damage to their respective property or to property in which they may have an interest, but only for any loss or damage that is caused by an insured hazard arising out of or in connection with the Easement Property, to the extent such loss or damage is paid by or for by insurance proceeds.

Exceptions to Conveyance and Warranty: Grantor covenants that Grantor is the owner of the above described property, and that said property is free and clear of all encumbrances and liens except the following: _____

 Exceptions, covenants, or easements affecting the Easement Property, if any, that are recorded in the Official Public Records of the county in which the Easement Property is located.

Assignment: This instrument, and the terms and conditions contained herein, inure to the benefit of and are binding upon Grantor and Grantee, and their respective heirs and personal representatives, and successors and/or assigns.

Applicable Law: The laws of the State of Texas govern the validity, enforcement and interpretation of this instrument. Venue for any legal action hereunder is agreed to be in _____ County, Texas.

Mortgage Subordination: Grantor represents and warrants to Grantee that there is a presently existing deed of trust lien applicable to the Easement Property, and the same is hereby made subordinate to this instrument pursuant to the terms and execution of the attached Exhibit B, that "Joinder and Approval of Mortgagee," which Grantor will request lender to execute. Any mortgage

or deed of trust hereafter affecting any portion of the Easement Property must, at all times, be subject and subordinate to the terms of hereof. Any party foreclosing any mortgage or deed of trust affecting the Easement Property, or acquiring title by deed in lieu of foreclosure, will acquire title subject to all of the terms and provisions hereof.

Grantor does hereby bind itself, its successors and assigns, subject to existing matters of record affecting the above-described property, to WARRANT AND FOREVER DEFEND this easement, together with all and singular, the rights and appurtenances thereto, in anyway belonging unto Grantee, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by and through Grantor but not otherwise.

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

WITNESS THE EXECUTION HEREOF the 3 day of August, 2021, to be effective July 30, 2021.

Grantor:

Socorro H. Huizar and Abel C. Rangel

Socorro H. Huizar
Socorro H. Huizar

Abel C. Rangel
Abel C. Rangel

ACKNOWLEDGMENT

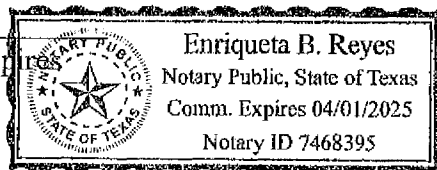
THE STATE OF TEXAS §

§

COUNTY OF TEXAS §

This instrument was acknowledged before me on this 3 day of August, 2021, by Socorro H. Huizar.

My Commission Expires



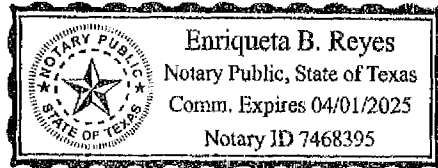
Enriqueta B. Reyes
Notary Public, State of Texas

State of Texas
 County of Harris

Before me, I, the undersigned on this 3 day of August,
 2021, personally appeared Abel C. Rangel, known to me (or proven to
 me on the oath of _____ or through photo ID) to be the person
 whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they
 executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office this 3 day of August, 2021.

My commission expires: _____



[Signature]
 Notary Public

Grantee:

County Line Special Utility District

By: Daniel R Heideman
Daniel Heideman
General Manager

Executed on: 7-26-2021

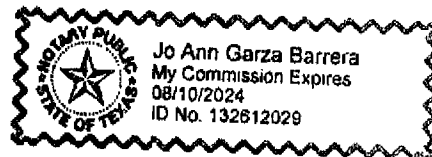
ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF HAYS §

This instrument was acknowledged before me on this 27 day of JULY, 2021,
by Joann Barrera.

8-10-24
My Commission Expires

Jo Ann Garza Barrera
Notary Public, State of Texas





Land Surveying & Mapping

EXHIBIT "A"

EASEMENT METES AND BOUNDS

BEING 0.297 ACRES OF LAND, MORE OR LESS, OUT OF THE JOHN STEWART SURVEY, ABSTRACT NO. 14, SITUATED IN HAYS COUNTY, TEXAS, BEING A PORTION OF THAT 4.7666 ACRE TRACT CONVEYED TO ABEL RANGEL AND SOCORRO HUIZAR BY SPECIAL WARRANTY DEED, RECORDED AS DOCUMENT NO. 06021658 IN VOLUME 2970, PAGE 410, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS (O.P.R.H.C.TX.), SAID 0.297 ACRES BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at a found 1/2" iron pipe, said point being accepted as an angle point in the Southerly limits of that certain 43.92 acre tract conveyed to Brittany Fetterman and Brian Fetterman by General Warranty Deed recorded as Document No. 20045260, (O.P.R.H.C.TX.), also being accepted as an angle point in the Northerly limits of said 4.7666 acre tract, for the most Westerly corner hereof, the next two courses to be described as line "A" for reference purposes;

THENCE N 41° 38' 25" E, 151.64 feet with the common Southerly limits of said 43.92 acre tract and the Northerly limits of said 4.7666 acre tract, with said line "A" to a calculated point;

THENCE N 84° 48' 12" E, 197.31 feet leaving the Southerly limits of said 43.92 acre tract, through the interior of said 4.7666 acre tract, with said line "A" to a calculated point, said point being accepted as a point in the Southerly limits of that certain 1.68 acre tract conveyed to Kara Janece Thomas and Jeremiah Gary Thomas by Warranty Deed with Vendor's Lien recorded as Instrument No. 19000513, (O.P.R.H.C.TX.), also being accepted as a point in the Northerly limits of said 4.7666 acre tract and also being accepted as the end of said line "A", for the most Northerly corner hereof, passing at 127.65 feet a found 1/2" iron rod being accepted as a point in the common limits of said 1.68 acre tract and said 4.7666 acre tract;

THENCE S 53° 33' 00" E, 73.20 feet continuing with the common limits of said 1.68 acre tract and said 4.7666 acre tract to the calculated most Southerly corner of said 1.68 acre tract;

THENCE leaving said common limits through the interior of said 4.7666 acre tract, the following two (2) courses:


1. S 48° 16' 48" W, 17.64 feet to a calculated point;
2. S 46° 09' 52" E, 146.33 feet to a calculated point in the common Northerly limits of that 13.52 acre tract conveyed to Carmen Puente Hernandez by General Warranty Deed with Third Party Vendor's Lien recorded as Document No. 2014-14013767 in Volume 4925, Page 732, (O.P.R.H.C.TX.) and the Southerly limits of said 4.7666 acre tract, for the most Easterly corner hereof;

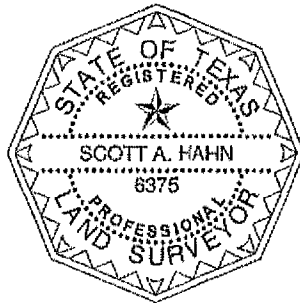
THENCE S 43° 50' 08" W, 25.00 feet with the common Northerly limits of said 13.52 acre tract and the Southerly limits of said 4.7666 acre tract to a calculated point of intersection with a line being parallel with and 25.00 feet Southwesterly of the previously described line;

THENCE leaving said common limits through the interior of said 4.7666 acre tract, the following four (4) courses:

1. N 46° 09' 52" W, 219.87 feet with said parallel line, to a calculated point of intersection with a line being parallel with and 20.00 feet Southeasterly of said line "A";
2. S 84° 48' 12" W, 162.83 feet with said line being parallel with and 20.00 feet Southeasterly of said line "A" to a calculated point;
3. S 41° 38' 25" W, 143.72 feet continuing with said line being parallel with and 20.00 feet Southeasterly of said line "A" to a calculated point;
4. N 48° 21' 35" W, 20.00 feet to the POINT OF BEGINNING hereof, containing a calculated area of 12,955.2 sq. ft., 0.297 acres said field notes being described in accordance with a survey made on the ground by me or under my direction. See Exhibit "A" Survey sketch attached hereto and made a part hereof.

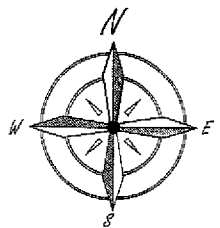
All bearings shown are based on NAD 83 Texas State Plane Coordinate System, South Central Zone. All distances shown are surface or ground distances.


 Scott A. Hahn, RPLS 6375
 Spot On Surveying, Inc.
 614 Jerrys Lane
 Buda, TX. 78610
 (512)523-8092
 TBPLS Firm# 10193894
 SOS J/N: 0016-20-003 - TRACT 3



March 05, 2021

 Date



0 100

SCALE 1" = 100'

EXHIBIT "A"
SURVEY SKETCH
BEING 0.297 ACRES OUT OF THE
JOHN STEWART SURVEY, ABSTRACT NO. 14,
IN THE CITY OF UHLAND, HAYS COUNTY, TEXAS

BRITTANY FETTERMAN AND
BRIAN FETTERMAN
43.92 ACRES
DOCUMENT NO. 20045260
(O.P.R.H.C.T.X.)

KARA JANECE THOMAS AND
JEREMIAH GARY THOMAS,
WIFE AND HUSBAND
1.68 ACRES
INSTRUMENT NO. 19000513
(O.P.R.H.C.T.X.)

SHEET 3 OF 3 SHEETS

COTTON GIN RD.
(A.K.A. COUNTY ROAD 129)
167.10'
S45°34'45"E

ABEL RANGEL AND
SOCORRO HUIZAR
4.7666 ACRES
DOC. NO. 06021658
VOL. 2970, PG. 410
(O.P.R.H.C.T.X.)

CARMEN PUENTE, HERNANDEZ
13.52 ACRES
DOCUMENT NO. 2014-14013767
VOLUME 4925, PAGE 732
(O.P.R.H.C.T.X.)

ABEL RANGEL AND
SOCORRO HUIZAR
4.7666 ACRES
DOCUMENT NO. 06021658
VOLUME 2970, PAGE 410
(O.P.R.H.C.T.X.)

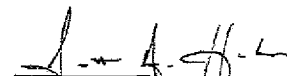
0.297 ACRES
12,955.2 SQ. FT.

EASEMENT
DEDICATED
HEREON

40' WIDE
TEMPORARY
CONSTRUCTION
EASEMENT
DEDICATED HEREON

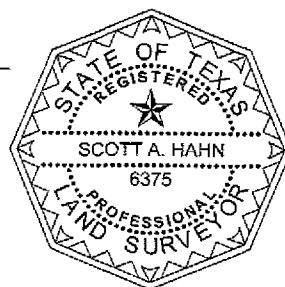
SURVEYOR'S CERTIFICATION:

I, SCOTT A. HAHN, REGISTERED PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND BY ME OR UNDER MY DIRECTION AND IS DESCRIBED IN METES AND BOUNDS DESCRIPTION EXHIBIT "A", SHEET 1 ATTACHED HERETO AND MADE A PART HEREOF, SAID PROPERTY BEING SUBJECT TO ANY AND ALL EASEMENTS, RESERVATION AND RESTRICTIONS THAT MAY BE OF RECORD. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF A COMMITMENT FOR TITLE INSURANCE, THERE MAY BE EASEMENTS OR OTHER MATTERS OF RECORD NOT SHOWN HEREON, THE MONUMENTS SHOWN HEREON WILL BE PLACED UNDER MY SUPERVISION UPON APPROVAL.


SCOTT A. HAHN DATE MARCH 05, 2021
REGISTERED PROFESSIONAL LAND SURVEYOR
REGISTRATION NO. 6375 - TBPLS FIRM NO.: 10193894
SPOT ON SURVEYING, INC.
614 JERRYS LANE
BUDA, TX. 78610



www.spotonsurveying.com



MONUMENT LEGEND / NOTES:

O.P.R.H.C.T.X. = OFFICIAL PUBLIC RECORDS,
HAYS COUNTY, TEXAS
P.O.B. = POINT OF BEGINNING

BASIS OF BEARINGS:

THE BASIS OF BEARINGS OF THIS SURVEY SHOWN HEREON,
IS THE TEXAS COORDINATE SYSTEM NAD83, TEXAS SOUTH
CENTRAL ZONE, UTILIZING STATIC OBSERVATIONS AND
CORRECTIONS PERFORMED BY THE NGS-OPUS WEBSITE.

LINETYPE LEGEND:

—— BOUNDARY
—— RIGHT OF WAY
—— WASTEWATER LINE EASEMENT
—— ADJOINING LOT LINES
—— TEMPORARY CONSTRUCTION EASEMENT

MONUMENT LEGEND / NOTES:

○ = FOUND MONUMENT AS DESCRIBED.
▲ = CALCULATED POINT.
A FD. IRON ROD WITH CAP STAMPED "HARRIS-GRANT".
B FD. 4" CEDAR POST.
C FD. 60D NAIL.
D FD. 1" IRON PIPE.
E FD. 1/2" IRON PIPE.
F FD. 1/2" IRON ROD.

SOS J/N:0016-20-003 - TRACT 3

Exhibit "B"

Joinder and Approval of Beneficiary

The undersigned Beneficiary (holding a lien on the Easement Property described herein, amongst other collateral property) hereby joins in the execution of this Utility Pipeline and Right-of-Way Easement to evidence its consent and to specifically acknowledge that any and all liens now held by the undersigned (or its successors or assigns) against the Easement Property shall be, and are hereby made, specifically subordinate to this Utility Pipeline and Right-of-Way Easement, and the terms and conditions thereof; provided however, that nothing contained in this provision shall operate to alter, change or modify the terms, provisions or conditions of the security instrument, or any instrument described or referred to therein, or to release or affect the validity or priority of the lien, security interest and other rights of Beneficiary arising under or by virtue of the security instrument.

Bank of America, N.A.

by: _____

Name: Scot Kielblock

Title: Vice President

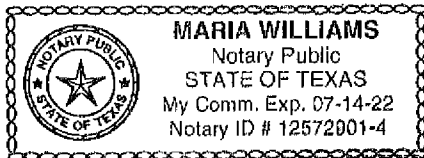
Date: _____

STATE OF TEXAS §

COUNTY OF COLLIN §

This instrument was acknowledged before me on this the 8 day of July, 2021, by Scot Kielblock, Vice President (title) of Bank of America, N.A., on its behalf of said corporation.


Maria Williams
 Notary Public in and for the State of Texas



**THE STATE OF TEXAS
COUNTY OF HAYS**

I hereby certify that this instrument was FILED on the
date and the time stamped hereon by me and was duly
RECORDED in the Records of Hays County, Texas.

21042339 EASEMENT
08/04/2021 09:27:47 AM Total Fees: \$62.00

Elaine H. Cárdenas, MBA, PhD, County Clerk
Hays County, Texas



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.

UTILITY PIPELINE AND RIGHT-OF-WAY EASEMENT

Date: July 23, 2021

Grantor: St. John Lutheran Church - Missouri Synod

Grantor's Address: 9865 Camino Real, Uhland, TX 78640

Grantee: County Line Special Utility District, a conservation and reclamation district under Article XVI, Section 59 of the Texas Constitution, operating under Chapters 49 and 65 of the Texas Water Code

Grantee's Address: 8870 Camino Real, Uhland, Texas 78640

Consideration: TEN DOLLARS (\$10.00) and other good and valuable consideration paid by Grantee, the receipt and sufficiency of which is hereby acknowledged by Grantor

Easement Property: A tract of land consisting of 0.072 acres more or less, thirty (30) feet in width, being more particularly described in the attached Exhibit A, hereby incorporated reference and made a part hereof for all purposes.

Grant of Easement and Easement Scope and Purposes: Grantor, for the Consideration, does hereby grant and convey unto Grantee, its successors and assigns, to have and to hold forever, a non-exclusive permanent easement upon, within, over, under and across the Easement Property, together with all and singular the rights and appurtenances thereto in anywise belonging. The purposes for this easement include the right to excavate, place, lay, construct, install, and thereafter, repair, replace, upgrade, reconstruct, remove, inspect, and perpetually use, access, maintain, and operate the Utility Facilities for the purpose of providing public water and wastewater utility services, the collection of water and/or wastewater to be reclaimed or reused, and the distribution or conveyance of each. Except as modified herein, this grant shall carry with it the right of ingress and egress to and from the Easement Property at all reasonable times, with the right to use existing roads for the purpose of constructing, installing, repairing, replacing, reconstructing, inspecting, accessing, maintaining, and operating the Utility Facilities. The rights, terms, and provisions of this easement shall run with the land, and be binding upon and benefit the successors and assigns of Grantor and Grantee. Grantee shall have such other rights and benefits necessary and/or convenient for the full enjoyment and use of the rights herein granted, including without limitation, (1) the reasonable right from time to time to remove any and all paving, undergrowth and other obstructions that may damage Grantee's Utility Facilities or interfere with its purposes and (2) the right to abandon-in-place, within the Easement Property, any and all utility lines and associated

appurtenances, such that Grantee shall have no obligation or liability to Grantor or their successors or assigns to move or remove any such abandoned utility lines or appurtenances.

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Notification Prior to Access: Grantee, its agents, and employees will endeavor to contact Grantor or its Grantor's tenant at least 24 hours prior to accessing the Easement Property. This notice period is not required for emergency conditions.

Grantor's Reserved Right: Grantor reserves the right to use the Easement Property for any purpose that will not hinder, conflict, or interfere with the exercise of Grantee's rights hereunder. Grantor reserves the right to allow additional underground utilities and infrastructure to traverse perpendicularly across the Facilities, upon written approval of the plans and specifications by Grantee, which approval shall not be unreasonably withheld, and provided that the location of such additional utilities and infrastructure are marked and identifiable. Grantor and Grantor's employees, agents, and invitees shall have access over the surface of the Easement Property, and Grantee shall not unreasonably prohibit ingress and egress to and from Grantor's adjacent land because of construction or for any other reason.

After Construction/Maintenance and Damages: Grantee covenants and agrees to restore the surface of the Easement Property and surrounding property, whenever disturbed by Grantee, to a condition that existed immediately prior to such disturbance to the extent reasonably feasible, including, but not limited to, compaction of excavated areas, restoration of pavement areas, landscaping, fencing, sidewalks and other improvements, and removal of construction-related debris. Grantor agrees that the Consideration conveyed herein shall be considered full compensation for any diminution in value that may result to Grantor's remaining property by

virtue of this easement and for damages, if any, to the Easement Property and for any and all damages to improvements, crops, pasturage, timber, trees and brush in the Easement Property, which may result from Grantee's exercise of rights hereunder, and that no other damages, rights, or remedies will be enforceable, collectible or available to Grantor.

Grantor's Authority to Grant this Easement: Grantor warrants to Grantee that the undersigned has the full power and authority to execute this easement and fulfill its obligations under this easement. Should one or more of the Grantors herein be natural persons and not be joined by the respective spouse, it is conclusively presumed that the Easement Property is not the residence or business homestead of such Grantor(s) and that the Grantors have full authority to grant this easement as their separate property. Should one or more of the Grantors herein be a legal entity other than a natural person, it shall be conclusively presumed that the person signing on behalf of such party has been duly and legally authorized to so sign and there shall be no necessity for a seal or attestation.

Release: Grantee agrees to hold harmless Grantor, to the full extent of Grantee's liability to the extent allowed by applicable laws, from and against claims for personal injuries or property damage arising out of the Grantee's activities in the Easement Property. Grantor and Grantee hereby waive any legal rights each may acquire against the other party, and hereby release each other, for the loss of or damage to their respective property or to property in which they may have an interest, but only for any loss or damage that is caused by an insured hazard arising out of or in connection with the Easement Property, to the extent such loss or damage is paid by or by insurance proceeds.

Exceptions to Conveyance and Warranty: Grantor covenants that Grantor is the owner of the above described property, and that said property is free and clear of all encumbrances and liens except the following: _____

 Exceptions, covenants, or easements affecting the Easement Property, if any, that are recorded in the Official Public Records of the county in which the Easement Property is located.

Assignment: This instrument, and the terms and conditions contained herein, inure to the benefit of and are binding upon Grantor and Grantee, and their respective heirs and personal representatives, and successors and/or assigns.

Applicable Law: The laws of the State of Texas govern the validity, enforcement and interpretation of this instrument. Venue for any legal action hereunder is agreed to be in Hays County, Texas.

Grantor does hereby bind itself, its successors and assigns, subject to existing matters of record affecting the above-described property, to WARRANT AND FOREVER DEFEND this easement, together with all and singular, the rights and appurtenances thereto, in anyway belonging unto Grantee, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by and through Grantor but not otherwise.

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

WITNESS THE EXECUTION HEREOF the 23 day of July, 2021.

Grantor:

St. John Lutheran Church - Missouri Synod

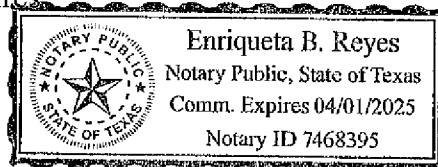
By: Barbara Ilse
Barbara Ilse
President

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF HAYS §

This instrument was acknowledged before me on this 23 day of July, 2021,
by Barbara Ilse, President of St. John Lutheran Church -
Missouri Synod.

My Commission Expires



[Signature]
Notary Public, State of Texas

Grantee:

County Line Special Utility District

By: Daniel R. Heideman
Daniel Heideman
General Manager

Executed on: 7-27-21

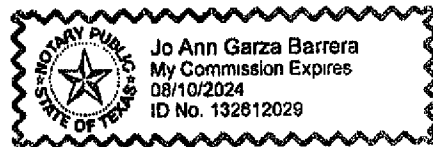
ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF HAYS §

This instrument was acknowledged before me on this 27 day of July, 2021,
by Daniel R. Heideman.

8-10-24
My Commission Expires

Jo Ann Garza Barrera
Notary Public, State of Texas





SPOT ON SURVEYING

EXHIBIT "A"

30' EASEMENT

Land Surveying & Mapping

BEING 0.072 ACRES OF LAND, MORE OR LESS, OUT OF THE JOHN STEWART SURVEY, ABSTRACT NO. 14, SITUATED IN HAYS COUNTY, TEXAS, SAID 0.072 ACRE TRACT BEING A PORTION OF THAT CERTAIN 1.00 ACRE TRACT CONVEYED TO ST. JOHN LUTHERAN CHURCH - MISSOURI SYNOD (SJLCMS) BY GENERAL WARRANTY DEED RECORDED AS DOCUMENT NO. 2001-11015167 IN VOLUME 4144, PAGE 727, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS (O.P.R.H.C.TX.), SAID 0.072 ACRES BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at a found iron rod with cap stamped "PRO-TECH ENG", said point being accepted as a point in the Northwestern Right of Way limits of S.H. 21, also known as Camino Real, also being accepted as the most Southerly corner of that certain 1.00 acre tract conveyed to St. Johns Evangelical Church of Umland (SJECU) conveyed by Deed recorded in Volume 142, Page 456, Deed Records, Hays County, Texas (D.R.H.C.TX.), and being accepted as the most Easterly corner of said (SJLCMS) tract, for the most Easterly corner hereof;

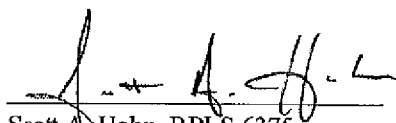
THENCE S 54° 41' 22" W, 103.84 feet with the common Northwestern Right of Way limits of said S.H. 21 and the Southeasterly limits of said (SJLCMS) tract to a found iron rod with cap "ILLEGIBLE", said point being accepted as a point in the Northwestern Right of Way limits of said S.H. 21, also being accepted as the most Easterly corner of that certain 6.47 acre tract conveyed to Daly Lane, LLC by General Warranty Deed recorded as Document No. 2016-16014954, (O.P.R.H.C.TX.) and also being accepted as the most Southerly corner of said (SJLCMS) tract, for the most Southerly corner hereof;

THENCE N 35° 21' 30" W, 30.00 feet, leaving the Northwestern Right of Way limits of said S.H. 21, with the common Northeasterly limits of said 6.47 acre tract and the Southwesterly limits of said (SJLCMS) tract to a calculated point of intersection with a line being parallel with and 30.00 feet Northwesternly of the Northwestern Right of Way limits of said S.H. 21, for the most Westerly corner hereof;

THENCE N 54° 41' 22" E, 103.90 feet through the interior of said (SJLCMS) tract to a calculated point of intersection in the common Southwesterly limits of said (SJECU) tract and the Northeasterly limits of (SJLCMS) tract, for the most Northerly corner hereof;

THENCE S 35° 14' 03" E, 30.00 feet with the common Southwesterly limits of said (SJECU) tract and the Northeasterly limits of said (SJLCMS) tract to the POINT OF BEGINNING hereof, containing a calculated area of 3,116.1 sq. ft., 0.072 acres said field notes being described in accordance with a survey made on the ground by me or under my direction. See Exhibit "A" Survey sketch attached hereto and made a part hereof.

All bearings shown are based on NAD 83 Texas State Plane Coordinate System, South Central Zone. All distances shown are surface or ground distances.


 Scott A. Hahn, RPLS 6375

Spot On Surveying, Inc.

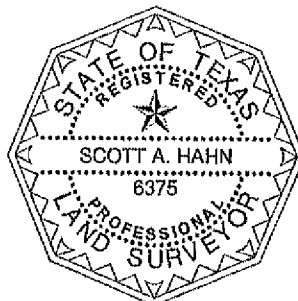
614 Jerrys Lane

Buda, TX. 78610

(512)523-8092

TBPLS Firm# 10193894

SOS J/N: 0016-20-003 - TRACT 13A

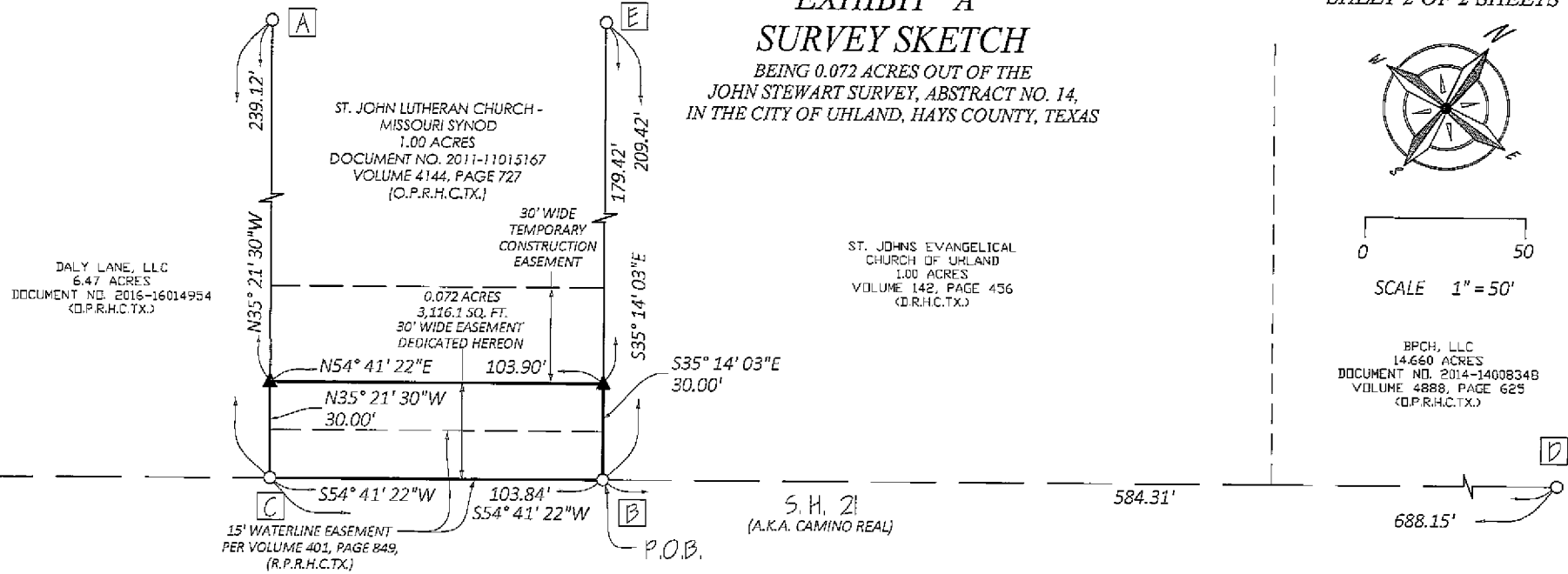


September 22, 2020

Date

EXHIBIT "A"
SURVEY SKETCH
 BEING 0.072 ACRES OUT OF THE
 JOHN STEWART SURVEY, ABSTRACT NO. 14,
 IN THE CITY OF UHLAND, HAYS COUNTY, TEXAS

SHEET 2 OF 2 SHEETS



MONUMENT LEGEND / NOTES:

D.R.H.C.TX. = DEED RECORDS, HAYS COUNTY, TEXAS
 O.P.R.H.C.TX. = OFFICIAL PUBLIC RECORDS,
 HAYS COUNTY, TEXAS
 R.P.R.H.C.TX. = REAL PROPERTY RECORDS,
 HAYS COUNTY, TEXAS
 P.O.B. = POINT OF BEGINNING
 W.W.E. = WASTEWATER LINE EASEMENT

LINETYPE LEGEND:

—— BOUNDARY
 --- RIGHT OF WAY
 --- WASTEWATER LINE EASEMENT
 --- ADJOINING LOT LINES
 --- TEMPORARY CONSTRUCTION EASEMENT

MONUMENT LEGEND / NOTES:

○ = FOUND MONUMENT AS DESCRIBED.
 ▲ = CALCULATED POINT.

- A** FD. IRON ROD WITH CAP STAMPED "ASH 5687".
- B** FD. IRON ROD WITH CAP STAMPED "PRO-TECH ENG".
- C** FD. IRON ROD WITH CAP ILLEGIBLE.
- D** FD. 5/8" IRON ROD.
- E** FD. IRON ROD WITH CAP STAMPED "BYRN".

BASIS OF BEARINGS:

THE BASIS OF BEARINGS OF THIS SURVEY SHOWN HEREON, IS THE TEXAS COORDINATE SYSTEM NAD83, TEXAS SOUTH CENTRAL ZONE, UTILIZING STATIC OBSERVATIONS AND CORRECTIONS PERFORMED BY THE NGS-OPUS WEBSITE.

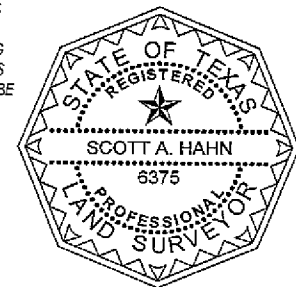
SURVEYOR'S CERTIFICATION:

I, SCOTT A. HAHN, REGISTERED PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND BY ME OR UNDER MY DIRECTION AND IS DESCRIBED IN METES AND BOUNDS DESCRIPTION EXHIBIT "A", SHEET 1 ATTACHED HERETO AND MADE A PART HEREOF, SAID PROPERTY BEING SUBJECT TO ANY AND ALL EASEMENTS, RESERVATION AND RESTRICTIONS THAT MAY BE OF RECORD. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF A COMMITMENT FOR TITLE INSURANCE. THERE MAY BE EASEMENTS OR OTHER MATTERS OF RECORD NOT SHOWN HEREON. THE MONUMENTS SHOWN HEREON WILL BE PLACED UNDER MY SUPERVISION UPON APPROVAL.

Scott A. Hahn 2021/06/18
 SCOTT A. HAHN DATE
 REGISTERED PROFESSIONAL LAND SURVEYOR
 REGISTRATION NO. 6375 - TBPLS FIRM NO.: 10193894
 SPOT ON SURVEYING, INC.
 614 JERRY'S LANE
 BUDA, TX. 78610



www.spotonsurveying.com



SOS J/N:0016-20-003 - TRACT 13A

**THE STATE OF TEXAS
COUNTY OF HAYS**

I hereby certify that this instrument was FILED on the
date and the time stamped hereon by me and was duly
RECORDED in the Records of Hays County, Texas.

21042641 EASEMENT
08/05/2021 10:29:46 AM Total Fees: \$50.00

Elaine H. Cárdenas, MBA, PhD, County Clerk
Hays County, Texas



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.

UTILITY PIPELINE AND RIGHT-OF-WAY EASEMENT

Date: July 23, 2021

Grantor: St. Johns Evangelical Church of Uhland

Grantor's Address: 9865 Camino Real Camino Real, Uhland, TX 78640

Grantee: County Line Special Utility District, a conservation and reclamation district under Article XVI, Section 59 of the Texas Constitution, operating under Chapters 49 and 65 of the Texas Water Code

Grantee's Address: 8870 Camino Real, Uhland, Texas 78640

Consideration: TEN DOLLARS (\$10.00) and other good and valuable consideration paid by Grantee, the receipt and sufficiency of which is hereby acknowledged by Grantor

Easement Property: A tract of land consisting of 0.144 acres more or less, thirty (30) feet in width, being more particularly described in the attached Exhibit A, hereby incorporated reference and made a part hereof for all purposes.

Grant of Easement and Easement Scope and Purposes: Grantor, for the Consideration, does hereby grant and convey unto Grantee, its successors and assigns, to have and to hold forever, a non-exclusive permanent easement upon, within, over, under and across the Easement Property, together with all and singular the rights and appurtenances thereto in anywise belonging. The purposes for this easement include the right to excavate, place, lay, construct, install, and thereafter, repair, replace, upgrade, reconstruct, remove, inspect, and perpetually use, access, maintain, and operate the Utility Facilities for the purpose of providing public water and wastewater utility services, the collection of water and/or wastewater to be reclaimed or reused, and the distribution or conveyance of each. Except as modified herein, this grant shall carry with it the right of ingress and egress to and from the Easement Property at all reasonable times, with the right to use existing roads for the purpose of constructing, installing, repairing, replacing, reconstructing, inspecting, accessing, maintaining, and operating the Utility Facilities. The rights, terms, and provisions of this easement shall run with the land, and be binding upon and benefit the successors and assigns of Grantor and Grantee. Grantee shall have such other rights and benefits necessary and/or convenient for the full enjoyment and use of the rights herein granted, including without limitation, (1) the reasonable right from time to time to remove any and all paving, undergrowth and other obstructions that may damage Grantee's Utility Facilities or interfere with its purposes and (2) the right to abandon-in-place, within the Easement Property, any and all utility lines and associated

appurtenances, such that Grantee shall have no obligation or liability to Grantor or their successors or assigns to move or remove any such abandoned utility lines or appurtenances.

Utility Facilities: Pipelines for the collection and transmission of water, reuse water, and wastewater and associated communication systems, connections, pumps, drain valve assemblies, air releases, valves, manholes, and all related electrical and communication lines, facilities, equipment and appurtenances, route markers, access ways, roadways and all other above-ground and below-ground facilities and/or necessary appurtenances and improvements deemed in Grantee's sole discretion to be necessary or desirable with respect to the Utility Facilities. Grantee will bury any pipeline so that the top of same is at least three feet below the surface of the Easement Property. Grantee may, however, construct and maintain the other Utility Facilities and associated other structures and equipment above the surface of the Easement Property.

Temporary Workspace Easement: In addition to the rights in the Easement Property, Grantor also hereby grants unto Grantee a Temporary Workspace Easement as depicted on Exhibit A for Grantee to carry out its purposes hereunder, including but not limited to construction staging, equipment storage, temporary spoil storage, and access on Grantor's property adjacent to the Easement Property. The duration of said Temporary Workspace Easement shall not exceed twelve (12) months, commencing upon execution of this document and terminating upon the earlier of Grantee's completion of its initial pipeline installation project within the Easement Property or July 23, 2022, whichever date first occurs; provided, however, that this Temporary Workspace Easement shall revert to the Grantor and shall not be available to the Grantee without future consent of Grantor, which consent shall not be unreasonably withheld if needed for the same purposes set forth herein.

Notification Prior to Access: Grantee, its agents, and employees will endeavor to contact Grantor or its Grantor's tenant at least 24 hours prior to accessing the Easement Property. This notice period is not required for emergency conditions.

Grantor's Reserved Right: Grantor reserves the right to use the Easement Property for any purpose that will not hinder, conflict, or interfere with the exercise of Grantee's rights hereunder. Grantor reserves the right to allow additional underground utilities and infrastructure to traverse perpendicularly across the Facilities, upon written approval of the plans and specifications by Grantee, which approval shall not be unreasonably withheld, and provided that the location of such additional utilities and infrastructure are marked and identifiable. Grantor and Grantor's employees, agents, and invitees shall have access over the surface of the Easement Property, and Grantee shall not unreasonably prohibit ingress and egress to and from Grantor's adjacent land because of construction or for any other reason.

After Construction/Maintenance and Damages: Grantee covenants and agrees to restore the surface of the Easement Property and surrounding property, whenever disturbed by Grantee, to a condition that existed immediately prior to such disturbance to the extent reasonably feasible, including, but not limited to, compaction of excavated areas, restoration of pavement areas, landscaping, fencing, sidewalks and other improvements, and removal of construction-related debris. Grantor agrees that the Consideration conveyed herein shall be considered full compensation for any diminution in value that may result to Grantor's remaining property by

virtue of this easement and for damages, if any, to the Easement Property and for any and all damages to improvements, crops, pasturage, timber, trees and brush in the Easement Property, which may result from Grantee's exercise of rights hereunder, and that no other damages, rights, or remedies will be enforceable, collectible or available to Grantor.

Grantor's Authority to Grant this Easement: Grantor warrants to Grantee that the undersigned has the full power and authority to execute this easement and fulfill its obligations under this easement. Should one or more of the Grantors herein be natural persons and not be joined by the respective spouse, it is conclusively presumed that the Easement Property is not the residence or business homestead of such Grantor(s) and that the Grantors have full authority to grant this easement as their separate property. Should one or more of the Grantors herein be a legal entity other than a natural person, it shall be conclusively presumed that the person signing on behalf of such party has been duly and legally authorized to so sign and there shall be no necessity for a seal or attestation.

Release: Grantee agrees to hold harmless Grantor, to the full extent of Grantee's liability to the extent allowed by applicable laws, from and against claims for personal injuries or property damage arising out of the Grantee's activities in the Easement Property. Grantor and Grantee hereby waive any legal rights each may acquire against the other party, and hereby release each other, for the loss of or damage to their respective property or to property in which they may have an interest, but only for any loss or damage that is caused by an insured hazard arising out of or in connection with the Easement Property, to the extent such loss or damage is paid by for by insurance proceeds.

Exceptions to Conveyance and Warranty: Grantor covenants that Grantor is the owner of the above described property, and that said property is free and clear of all encumbrances and liens except the following: _____

 Exceptions, covenants, or easements affecting the Easement Property, if any, that are recorded in the Official Public Records of the county in which the Easement Property is located.

Assignment: This instrument, and the terms and conditions contained herein, inure to the benefit of and are binding upon Grantor and Grantee, and their respective heirs and personal representatives, and successors and/or assigns.

Applicable Law: The laws of the State of Texas govern the validity, enforcement and interpretation of this instrument. Venue for any legal action hereunder is agreed to be in Hays County, Texas.

Grantor does hereby bind itself, its successors and assigns, subject to existing matters of record affecting the above-described property, to WARRANT AND FOREVER DEFEND this easement, together with all and singular, the rights and appurtenances thereto, in anyway belonging unto Grantee, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by and through Grantor but not otherwise.

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

WITNESS THE EXECUTION HEREOF the 23 day of July, 2021.

Grantor:

St. Johns Evangelical Church of Uhland

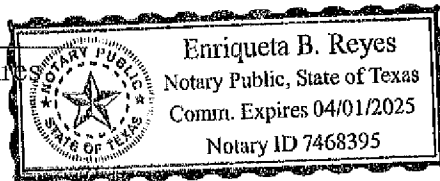
By: Barbara Ilse
Barbara Ilse
President

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF HAYS §

This instrument was acknowledged before me on this 23 day of July, 2021,
by Barbara Ilse, President of St. Johns Evangelical Church of
Uhland

My Commission Expires



Enriqueta B. Reyes
Notary Public, State of Texas

Grantee:

County Line Special Utility District

By: *Daniel R. Heideman*
Daniel Heideman
General Manager

Executed on: 7.26.2021

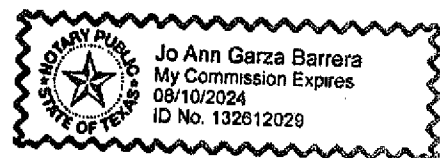
ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF HAYS §

This instrument was acknowledged before me on this 26 day of July, 2021,
by Jo Ann Garza Barrera.

8-10-24
My Commission Expires

Jo Ann Garza Barrera
Notary Public, State of Texas





SPOT ON SURVEYING

Land Surveying & Mapping

EXHIBIT "A"

30' EASEMENT

BEING 0.144 ACRES OF LAND, MORE OR LESS, OUT OF THE JOHN STEWART SURVEY, ABSTRACT NO. 14, SITUATED IN HAYS COUNTY, TEXAS, SAID 0.144 ACRE TRACT BEING A PORTION OF THAT CERTAIN 1.00 ACRE TRACT CONVEYED TO ST. JOHNS EVANGELICAL CHURCH OF UHLAND (SJECU) CONVEYED BY DEED RECORDED IN VOLUME 142, PAGE 456, DEED RECORDS, HAYS COUNTY, TEXAS (D.R.H.C.TX.), SAID 0.144 ACRES BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at a found iron rod with cap stamped "PRO-TECH ENG", said point being accepted as a point in the Northwestern Right of Way limits of S.H. 21, also known as Camino Real, also being accepted as the most Easterly corner of that certain 1.00 acre tract conveyed to St. John Lutheran Church - Missouri Synod (SJLCMS) by General Warranty Deed recorded as Document No. 2001-11015167 in Volume 4144, Page 727, Official Public Records, Hays County, Texas (O.P.R.H.C.TX.), and being accepted as the most Southerly corner of said (SJECU) tract, for the most Southerly corner hereof;

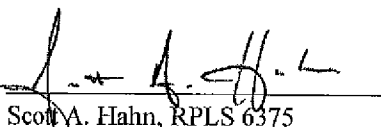
THENCE N 35° 14' 03" W, 30.00 feet leaving the Northwestern Right of Way limits of said S.H. 21, with the common Northeasterly limits of said (SJLCMS) tract and Southwesterly limits of said (SJECU) tract to a calculated point of intersection with a line being parallel with and 30.00 feet Northwesternly of the Northwestern Right of Way limits of said S.H. 21, for the most Westerly corner hereof;

THENCE N 54° 41' 22" E, 208.83 feet through the interior of said (SJECU) tract to a calculated point of intersection in the common Southwesterly limits of that 14.660 acre tract conveyed to BPCH, LLC by Warranty Deed with Vendor's Lien recorded as Document No. 2014-14008348 in Volume 4888, Page 625, (O.P.R.H.C.TX.) and the Northeasterly limits of (SJECU) tract, for the most Northerly corner hereof;

THENCE S 35° 15' 11" E, 30.00 feet with the common Southwesterly limits of said 14.660 acre tract and the Northeasterly limits of said (SJECU) tract to the calculated Northwestern Right of Way limits of said S.H. 21, also being the most Southerly corner of said 14.660 acre tract and also being the most Easterly corner of said (SJECU) tract, for the most Easterly corner hereof;

THENCE S 54° 41' 22" W, 208.84 feet with the common Northwestern Right of Way limits of said S.H. 21 and the Southeasterly limits of said (SJECU) tract to the POINT OF BEGINNING hereof, containing a calculated area of 6,265.2 sq. ft., 0.144 acres said field notes being described in accordance with a survey made on the ground by me or under my direction. See Exhibit "A" Survey sketch attached hereto and made a part hereof.

All bearings shown are based on NAD 83 Texas State Plane Coordinate System, South Central Zone. All distances shown are surface or ground distances.


Scott A. Hahn, RPLS 6375

Spot On Surveying, Inc.

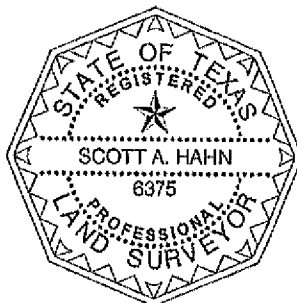
614 Jerrys Lane

Buda, TX. 78610

(512)523-8092

TBPLS Firm# 10193894

SOS J/N: 0016-20-003 - TRACT 13

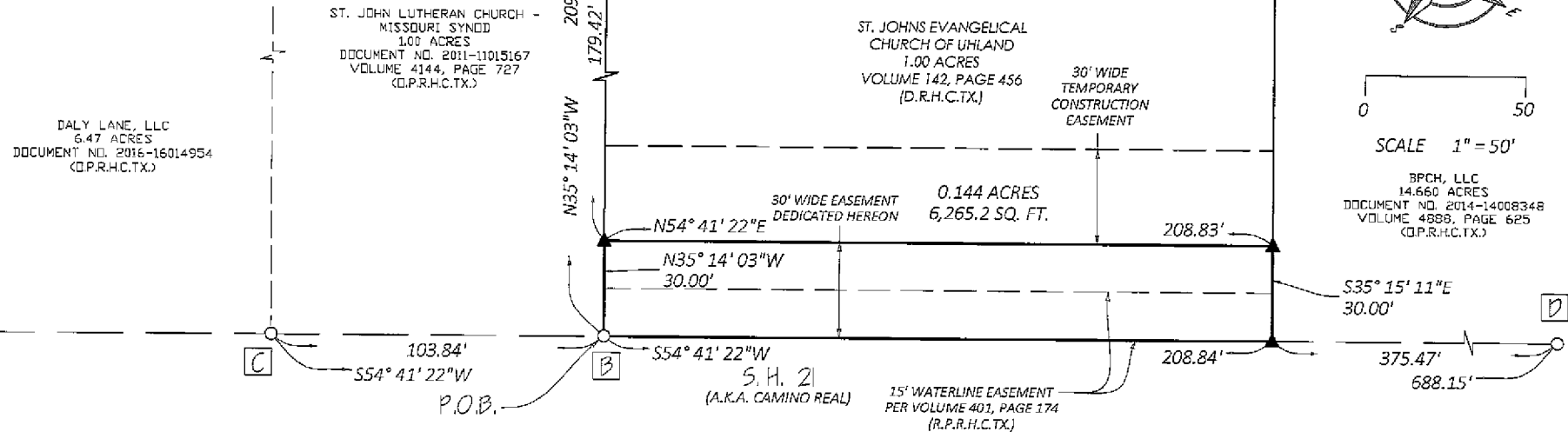


June 15, 2021

Date

EXHIBIT "A"
SURVEY SKETCH
 BEING 0.144 ACRES OUT OF THE
 JOHN STEWART SURVEY, ABSTRACT NO. 14,
 IN THE CITY OF UHLAND, HAYS COUNTY, TEXAS

SHEET 2 OF 2 SHEETS

**MONUMENT LEGEND / NOTES:**

D.R.H.C.TX. = DEED RECORDS, HAYS COUNTY, TEXAS
 O.P.R.H.C.TX. = OFFICIAL PUBLIC RECORDS,
 HAYS COUNTY, TEXAS
 R.P.R.H.C.TX. = REAL PROPERTY RECORDS,
 HAYS COUNTY, TEXAS
 P.O.B. = POINT OF BEGINNING
 W.W.E. = WASTEWATER LINE EASEMENT

LINETYPE LEGEND:

———— BOUNDARY
 ———— RIGHT OF WAY
 ———— WASTEWATER LINE EASEMENT
 - - - - ADJOINING LOT LINES
 - - - - TEMPORARY CONSTRUCTION EASEMENT

MONUMENT LEGEND / NOTES:

○ = FOUND MONUMENT AS DESCRIBED.
 ▲ = CALCULATED POINT.

- A** FD. IRON ROD WITH CAP STAMPED "ASH 5687".
B FD. IRON ROD WITH CAP STAMPED "PRO-TECH ENG".
C FD. IRON ROD WITH CAP ILLEGIBLE.
D FD. 5/8" IRON ROD.
E FD. IRON ROD WITH CAP STAMPED "BYRN".

BASIS OF BEARINGS:

THE BASIS OF BEARINGS OF THIS SURVEY SHOWN HEREON, IS
 THE TEXAS COORDINATE SYSTEM NAD83, TEXAS SOUTH
 CENTRAL ZONE, UTILIZING STATIC OBSERVATIONS AND
 CORRECTIONS PERFORMED BY THE NGS-OPUS WEBSITE.

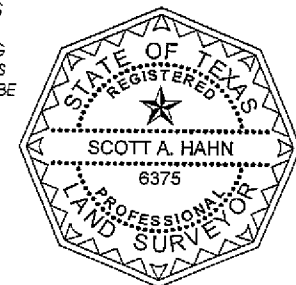
SURVEYOR'S CERTIFICATION:

I, SCOTT A. HAHN, REGISTERED PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT THIS SURVEY WAS
 MADE ON THE GROUND BY ME OR UNDER MY DIRECTION AND IS DESCRIBED IN METES AND BOUNDS
 DESCRIPTION EXHIBIT "A", SHEET 1 ATTACHED HERETO AND MADE A PART HEREOF, SAID PROPERTY BEING
 SUBJECT TO ANY AND ALL EASEMENTS, RESERVATION AND RESTRICTIONS THAT MAY BE OF RECORD. THIS
 SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF A COMMITMENT FOR TITLE INSURANCE. THERE MAY BE
 EASEMENTS OR OTHER MATTERS OF RECORD NOT SHOWN HEREON. THE MONUMENTS SHOWN HEREON
 WILL BE PLACED UNDER MY SUPERVISION UPON APPROVAL.

Scott A. Hahn 2020/09/20
 SCOTT A. HAHN DATE
 REGISTERED PROFESSIONAL LAND SURVEYOR
 REGISTRATION NO. 6375 - TBPLS FIRM NO.: 10193894
 SPOT ON SURVEYING, INC.
 614 JERRY'S LANE
 BUDA, TX. 78610



www.spotonsurveying.com



SOS J/N:0016-20-003 - TRACT 13

**THE STATE OF TEXAS
COUNTY OF HAYS**

I hereby certify that this instrument was FILED on the
date and the time stamped hereon by me and was duly
RECORDED in the Records of Hays County, Texas.

21042639 EASEMENT
08/05/2021 10:27:14 AM Total Fees: \$50.00

Elaine H. Cárdenas, MBA, PhD, County Clerk
Hays County, Texas



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.

**LIFT STATION, UTILITY PIPELINE AND ASSOCIATED
ELECTRIC FACILITIES EASEMENT**

Date: August 13, 2021

Grantor: Carmen Puente Hernandez and Jose I. Galvan

Grantor's Address: 3725 Ranch Road 967, Buda, Texas 78610-9118

Grantee: County Line Special Utility District, a conservation and reclamation district under Article XVI, Section 59 of the Texas Constitution, operating under Chapters 49 and 65 of the Texas Water Code

Grantee's Address: 8870 Camino Real, Uhland, Texas 78640

Consideration: TEN DOLLARS (\$10.00) and other good and valuable consideration paid by Grantee, the receipt and sufficiency of which is hereby acknowledged by Grantor

Easement Property: All of the tracts, pieces or parcels of land, lying and being situated in the County of Hays, State of Texas, described with particularity by metes and bounds in Exhibits "A-1," "A-2," and "A-3," attached hereto and made a part hereof for all purposes. The 0.072-acre tract described in Exhibit "A-1" will be limited in scope and purpose to the Permanent Access Path within which certain Electric Facilities will be situated as specified below. The 0.184-acre and 0.235-acre tracts described in Exhibits "A-2" and "A-3," respectively, have a broader scope, including all of the purposes described below except the Permanent Access Path and the subsurface conduit for certain Electric Facilities. The "Lift Station" will be located solely on the 0.184-acre tract described in Exhibit "A-2".

Grant of Easement and Easement Scope and Purposes: Grantor, for the Consideration, does hereby grant and convey unto Grantee, its successors and assigns, to have and to hold forever, a non-exclusive permanent easement upon, within, over, under and across the Easement Property, together with all and singular the rights and appurtenances thereto in anywise belonging. The purposes for this easement include the right to excavate, place, lay, construct, install, and thereafter, repair, replace, re-phase, upgrade, reconstruct, remove, inspect, and perpetually use, access, maintain, and operate the Utility Facilities and Electric Facilities defined below for the ultimate purpose of providing public water and wastewater utility services, the collection of water and/or wastewater to be reclaimed or reused, and the distribution or conveyance of each. Except as modified herein, this grant shall carry with it the right of ingress and egress to and from the Easement Property at all reasonable times, with the right to use existing roads for the purpose of constructing, installing, repairing, replacing, reconstructing, inspecting, accessing, maintaining, and operating the Utility Facilities and Electric Facilities. The rights, terms, and provisions of this easement shall run with the land, and be binding upon and benefit the successors and assigns of Grantor and Grantee. Grantee shall have such other rights and benefits necessary and/or convenient for the full enjoyment and use of the rights herein granted, including without limitation, the reasonable right from time to time to remove any and all paving, undergrowth and other obstructions that may damage Grantee's Utility Facilities or Electric Facilities or interfere with the purposes for these respective facilities, including the right to cut, trim, chemically treat, and/or remove

any or all trees, brush, shrubbery or other obstructions within or outside the Easement Property to the extent necessary to keep the Easement Property clear, or which might otherwise endanger or interfere with the efficiency of the lines. Non-use of the Easement shall not be deemed an abandonment; the Easement shall only be terminated by written instrument executed by Grantee and recorded in the real property records of Hays County. The purpose and scope of this Easement may not be changed, and the Easement Property may not be relocated, without Grantee's written consent. Grantee shall also have the right to abandon in place, within the Easement Property, any and all utility lines and associated appurtenances, such that Grantee shall have no obligation or liability to Grantor or their successors or assigns to move or remove any such abandoned utility lines or appurtenances.

Utility Facilities and Electric Facilities: Where mentioned herein, "Utility Facilities" refers to a single wastewater lift station, hereinafter referred to individually as the "Lift Station;" pipelines for the collection and transmission of water, reuse water, and wastewater; connections; pumps; drain valve assemblies; air releases; valves; and manholes. "Electric Facilities" refers to electric distribution lines, risers, riser poles, and subsurface conduit that support or relate to the Utility Facilities. Both Utility Facilities and Electric Facilities include telecommunications and communication lines, route markers, access ways, roadways and all other above-ground and below-ground facilities, equipment and/or appurtenances, improvements, services and systems deemed in Grantee's sole discretion to be necessary or desirable to achieve one or more purposes of this easement.

Improvement and Maintenance of Utility Facilities and Electric Facilities: Grantee will bury any pipeline and subsurface conduit containing electric line so that the top of same is at least three (3) feet below the surface of the Easement Property. Construction and maintenance of the Utility Facilities and Electric Facilities will be at the sole expense of Grantee. All matters concerning the Utility Facilities and Electric Facilities and their configuration, construction, installation, maintenance, replacement, re-phasing, and removal are at Grantee's sole discretion, subject to performance of Grantee's obligations under this easement. Grantee has the right, following 30 (thirty) days' notice and opportunity to cure, to eliminate any encroachments into the Easement Property.

Permanent Access Path: Grantee shall have the right of free and uninterrupted ingress and egress for persons, vehicles, and equipment necessary or convenient for the operation and maintenance of the Lift Station, through the portion of the Easement Property specified in Exhibit "A-1," the "Permanent Access Path." Grantee may make improvements to the Permanent Access Path, such as the installation and maintenance of road base, pavement, and/or a concrete driveway, as well as Electric Facilities. The majority of the length of the electric distribution line located within the Permanent Access Path will be installed in subsurface conduit running parallel to the property line that runs in a northwesterly to southwesterly direction.

Temporary Construction Easement: In addition to the rights in the Easement Property, Grantor also hereby grants unto Grantee a Temporary Construction Easement as identified on the Survey Sketches in Exhibits "A-2" and "A-3" for Grantee to carry out its purposes hereunder, including but not limited to construction staging, equipment storage, temporary spoil storage, and access on Grantor's property adjacent to the Easement Property. The duration of said Temporary Construction Easement shall commence upon execution of this easement and shall terminate upon the earlier of Grantee's completion of its initial pipeline installation project within the Easement Property or August 13, 2022, whichever date first occurs; provided, however, that this Temporary Construction Easement shall revert to the Grantor and shall not be available to the Grantee without future consent of Grantor, which consent shall not be unreasonably withheld if needed for the same purposes set forth herein.

Grantor's Authority to Grant this Easement: Grantor warrants to Grantee that the undersigned has the full power and authority to execute this easement and fulfill its obligations under this easement. Should one or more of the Grantors herein be natural persons and not be joined by the respective spouse, it is conclusively presumed that the Easement Property is not the residence or business homestead of such Grantor(s) and that the Grantors have full authority to grant this easement as their separate property.

Release: Grantee agrees to hold harmless Grantor, to the full extent of Grantee's liability to the extent allowed by applicable laws, from and against claims for personal injuries or property damage arising out of the Grantee's activities in the Easement Property. Grantor and Grantee hereby waive any legal rights each may acquire against the other party, and hereby release each other, for the loss of or damage to their respective property or to property in which they may have an interest, but only for any loss or damage that is caused by an insured hazard arising out of or in connection with the Easement Property, to the extent such loss or damage is paid by for by insurance proceeds.

Exceptions to Conveyance and Warranty: Grantor covenants that Grantor is the owner of the above-described property, and that said property is free and clear of all encumbrances and liens except the following:

Exceptions, covenants, or easements affecting the Easement Property, if any, that are recorded in the Official Public Records of Hays County

Assignment: This instrument, and the terms and conditions contained herein, inure to the benefit of and are binding upon Grantor and Grantee, and their respective heirs and personal representatives, and successors and/or assigns. Grantee has the sole discretion to assign rights hereunder that relate to the Electric Facilities to Bluebonnet Electric Cooperative, Inc.

Applicable Law: The laws of the State of Texas govern the validity, enforcement and interpretation of this instrument. Venue for any legal action hereunder is agreed to be in Hays County, Texas.

Grantor does hereby bind itself, its successors and assigns, subject to existing matters of record affecting the above-described property, to WARRANT AND FOREVER DEFEND this easement, together with all and singular, the rights and appurtenances thereto, in anyway belonging unto Grantee, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by and through Grantor but not otherwise.

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

WITNESS THE EXECUTION HEREOF OF the 13 day of August, 2021.

Grantor:

By: 

Carmen Puente Hernandez

By: 

Jose I. Galvan

Grantee:

County Line Special Utility District

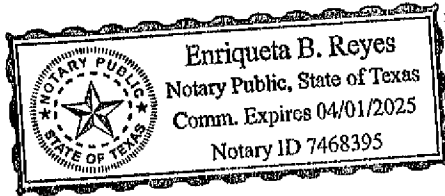
By: 

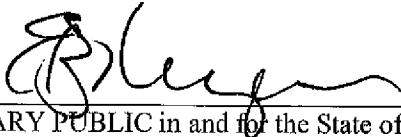
Daniel Heideman, General Manager

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
 COUNTY OF HAYS §

This instrument was acknowledged before me on this 12 day of August, 2021, by Carmen Puente Hernandez.



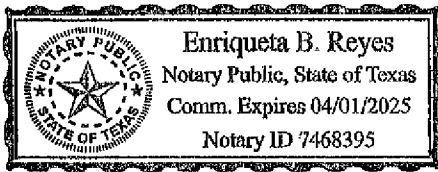


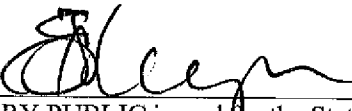
 NOTARY PUBLIC in and for the State of Texas
 Commission Expires: _____

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
 COUNTY OF HAYS §

This instrument was acknowledged before me on this 13 day of August, 2021, by Jose I. Galvan.



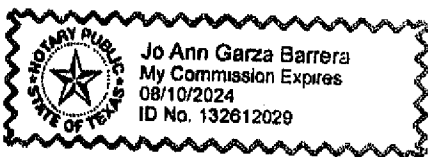


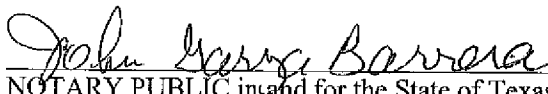
 NOTARY PUBLIC in and for the State of Texas
 Commission Expires: _____

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
 COUNTY OF HAYS §

This instrument was acknowledged before me on this 12 day of August, 2021, by Grantee's General Manager, Daniel Heideman.





 NOTARY PUBLIC in and for the State of Texas
 Commission Expires: 8-10-24



SPOT ON SURVEYING

Land Surveying & Mapping

EXHIBIT "A-1"

METES AND BOUNDS DESCRIPTION

BEING 0.072 ACRES OF LAND, MORE OR LESS, OUT OF THE JOHN STEWART SURVEY, ABSTRACT NO. 14, SITUATED IN HAYS COUNTY, TEXAS, BEING A PORTION OF THAT 13.52 ACRE TRACT CONVEYED TO CARMEN PUENTE HERNANDEZ BY GENERAL WARRANTY DEED WITH THIRD PARTY VENDOR'S LIEN RECORDED AS DOCUMENT NO. 2014-14013767 IN VOLUME 4925, PAGE 732, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS (O.P.R.H.C.TX.), SAID 0.072 ACRES BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at a found iron rod with cap stamped "HARRIS-GRANT", said point being accepted as a point in the Southwesterly Right of Way limits of Cotton Gin Road a.k.a. County Road 129, variable width, also being accepted as the most Easterly corner of that 4.7666 acre tract conveyed to Abel Rangel and Socorro Huizar by Special Warranty Deed recorded as Document No. 06021658 in Volume 2970, Page 410, (O.P.R.H.C.TX.) and being accepted as the most Northerly corner of said 13.52 acre tract, for the most Northerly corner hereof;

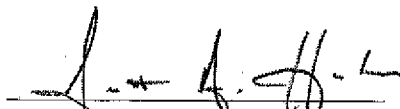
THENCE S 39° 55' 26" W, 156.00 feet, leaving the Southwesterly Right of Way limits of said Cotton Gin Road, with the common Southeasterly limits of said 4.7666 acre tract and the Northwesterly limits of said 13.52 acre tract to a found 60d nail, for the most Westerly corner hereof;

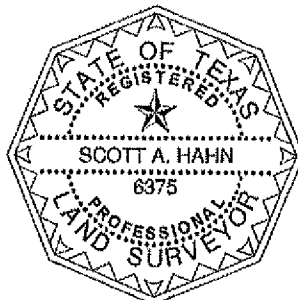
THENCE leaving said common limits, through the interior of said 13.52 acre tract, the following two (2) courses:

1. S 46° 09' 52" E, 20.05 feet to a calculated point of intersection with a line being parallel with and 20.00 feet Southeasterly of the previously described line, for the most Southerly corner hereof;
2. N 39° 55' 26" E, 145.99 feet to a calculated point of intersection in the common Northwesterly limits of that 0.189 acre tract conveyed to Carmen Puente Hernandez by General Warranty Deed with Third Party Vendor's Lien as Document No. 2014-14013772 in Volume 4925, Page 776, (O.P.R.H.C.TX.) and the Southeasterly limits of said 13.52 acre tract;

THENCE N 39° 44' 06" E, 9.80 feet with the common Northwesterly limits of said 0.189 acre tract and the Southeasterly limits of said 13.52 acre tract to a found iron rod with cap stamped "HARRIS-GRANT", said point being accepted as a point in the Southwesterly Right of Way limits of said Cotton Gin Road, also being accepted as the most Northerly corner of said 0.189 acre tract, and being accepted as the most Easterly Northerly corner of said 13.52 acre tract, for the most Easterly corner hereof;

THENCE N 45° 32' 31" W, 20.03 feet with the common Southwesterly Right of Way limits of said Cotton Gin Road and the Northeasterly limits of said 13.52 acre tract to the POINT OF BEGINNING hereof, containing a calculated area of 3,117.8 sq. ft., 0.072 acres said field notes being described in accordance with a survey made on the ground by me or under my direction. See Exhibit "A-1" Survey sketch attached hereto and made a part hereof. All bearings shown are based on NAD 83 Texas State Plane Coordinate System, South Central Zone. All distances shown are surface or ground distances.


 Scott A. Hahn, RPLS 6375
 Spot On Surveying, Inc.
 614 Jerrys Lane
 Buda, TX. 78610
 (512)523-8092
 TBPLS Firm# 10193894
 SOS J/N: 0016-20-003 - TRACT 4



March 09, 2021

Date

EXHIBIT "A-1" SURVEY SKETCH

MONUMENT LEGEND / NOTES:

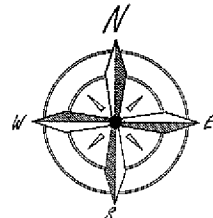
O.P.R.H.C.TX. = OFFICIAL PUBLIC RECORDS,
HAYS COUNTY, TEXAS
P.O.B. = POINT OF BEGINNING

BASIS OF BEARINGS:

THE BASIS OF BEARINGS OF THIS SURVEY SHOWN HEREON,
IS THE TEXAS COORDINATE SYSTEM NAD83, TEXAS SOUTH
CENTRAL ZONE, UTILIZING STATIC OBSERVATIONS AND
CORRECTIONS PERFORMED BY THE NGS-OPUS WEBSITE.

LINETYPE LEGEND:

— BOUNDARY
- - - RIGHT OF WAY
- - - WASTEWATER LINE EASEMENT
- - - ADJOINING LOT LINES



0 30
SCALE 1" = 30'

ABEL RANGEL AND
SOCORRO HUIZAR
4.7666 ACRES
DOCUMENT NO. 06021658
VOLUME 2970, PAGE 410
(O.P.R.H.C.TX.)

MONUMENT LEGEND / NOTES:

○ = FOUND MONUMENT AS DESCRIBED.
▲ = CALCULATED POINT.

- [A] FD. IRON ROD WITH CAP STAMPED "HARRIS-GRANT".
- [B] FD. 4" CEDAR POST.
- [C] FD. 60D NAIL.
- [D] FD. 1/2" IRON ROD.

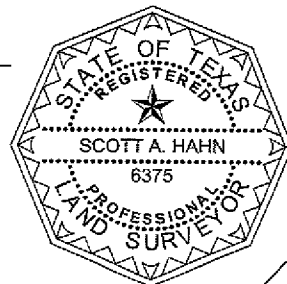
SURVEYOR'S CERTIFICATION:

I, SCOTT A. HAHN, REGISTERED PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT THIS
SURVEY WAS MADE ON THE GROUND BY ME OR UNDER MY DIRECTION AND IS DESCRIBED IN
METES AND BOUNDS DESCRIPTION EXHIBIT "A-1" ATTACHED HERETO AND MADE A PART
HEREOF, SAID PROPERTY BEING SUBJECT TO ANY AND ALL EASEMENTS, RESERVATION AND
RESTRICTIONS THAT MAY BE OF RECORD. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT
OF A COMMITMENT FOR TITLE INSURANCE. THERE MAY BE EASEMENTS OR OTHER MATTERS OF
RECORD NOT SHOWN HEREON. THE MONUMENTS SHOWN HEREON WILL BE PLACED UNDER
MY SUPERVISION UPON APPROVAL.

Scott A. Hahn
SCOTT A. HAHN DATE MARCH 09, 2021
REGISTERED PROFESSIONAL LAND SURVEYOR
REGISTRATION NO. 6375 - TBPLS FIRM NO.: 10193894
SPOT ON SURVEYING, INC.
614 JERRYS LANE
BUDA, TX. 78610



www.spotonsurveying.com



[B] N87° 43' 12"W
66.76'

S46° 09' 52"E
20.05'

TEMPORARY
CONSTRUCTION
EASEMENT
DEDICATED
HEREON

CARMEN PUENTE HERNANDEZ
13.52 ACRES
DOCUMENT NO. 2014-14013767
VOLUME 4925, PAGE 732
(O.P.R.H.C.TX.)

TEMPORARY
CONSTRUCTION
EASEMENT
DEDICATED
HEREON

SOS J/N:0016-20-003 - TRACT 4

0.072 ACRES
3,117.8 SQ. FT.

CARMEN PUENTE HERNANDEZ
0.189 ACRES
DOCUMENT NO. 2014-14013772
VOLUME 4925, PAGE 776
(O.P.R.H.C.TX.)

P.O.B.

COTTON GIN RD.
(A.K.A. COUNTY ROAD 129)
(R.O.W. VARIES)

N45° 32' 31"W
20.03'
156.00'
145.99'
N39° 44' 06"E
9.80'
S45° 27' 19"E
65.39'

20' WIDE
EASEMENT
DEDICATED
HEREON
0.35'

S49° 14' 48"E
62.25'

50.00'

EXHIBIT "A-2"

SURVEY SKETCH

BEING 0.184 ACRES OUT OF THE
JOHN STEWART SURVEY, ABSTRACT NO. 14,
IN THE CITY OF UHLAND, HAYS COUNTY, TEXAS

MONUMENT LEGEND / NOTES:

O.P.R.H.C.TX. = OFFICIAL PUBLIC RECORDS,
HAYS COUNTY, TEXAS
P.O.C. = POINT OF COMMENCEMENT
T.P.O.B. = TRUE POINT OF BEGINNING

BASIS OF BEARINGS:

THE BASIS OF BEARINGS OF THIS SURVEY SHOWN HEREON,
IS THE TEXAS COORDINATE SYSTEM NAD83, TEXAS SOUTH
CENTRAL ZONE, UTILIZING STATIC OBSERVATIONS AND
CORRECTIONS PERFORMED BY THE NGS-OPUS WEBSITE.

LINETYPE LEGEND:

———— BOUNDARY
——— RIGHT OF WAY
——— PROPOSED BOUNDARY
——— ADJOINING LOT LINES
——— TEMPORARY CONSTRUCTION EASEMENT

MONUMENT LEGEND / NOTES:

- = FOUND MONUMENT AS DESCRIBED.
- ▲ = CALCULATED POINT.
- [A] FD. IRON ROD WITH CAP STAMPED
"HARRIS-GRANT".
- [B] FD. 4" CEDAR POST.
- [C] FD. 60D NAIL.
- [D] FD. 1/2" IRON ROD.
- [E] FD. IRON ROD WITH CAP STAMPED
"KENT MCMILLAN RPLS 4301 (122)".
- [F] FD. IRON ROD WITH CAP STAMPED
"KENT MCMILLAN RPLS 4301 (117)".

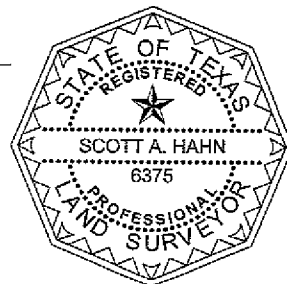
SURVEYOR'S CERTIFICATION:

I, SCOTT A. HAHN, REGISTERED PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT THIS
SURVEY WAS MADE ON THE GROUND BY ME OR UNDER MY DIRECTION AND IS DESCRIBED IN
METES AND BOUNDS DESCRIPTION EXHIBIT "A-2" ATTACHED HERETO AND MADE A PART
HEREOF, SAID PROPERTY BEING SUBJECT TO ANY AND ALL EASEMENTS, RESERVATION AND
RESTRICTIONS THAT MAY BE OF RECORD. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT
OF A COMMITMENT FOR TITLE INSURANCE, THERE MAY BE EASEMENTS OR OTHER MATTERS OF
RECORD NOT SHOWN HEREON. THE MONUMENTS SHOWN HEREON WILL BE PLACED UNDER
MY SUPERVISION UPON APPROVAL.

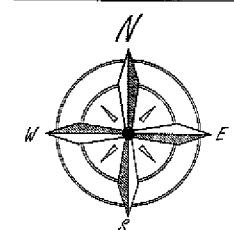
Scott A. Hahn MARCH 09, 2021
SCOTT A. HAHN DATE
REGISTERED PROFESSIONAL LAND SURVEYOR
REGISTRATION NO. 6375 - TBPLS FIRM NO.: 10193894
SPOT ON SURVEYING, INC.
614 JERRY'S LANE
BUDA, TX. 78610



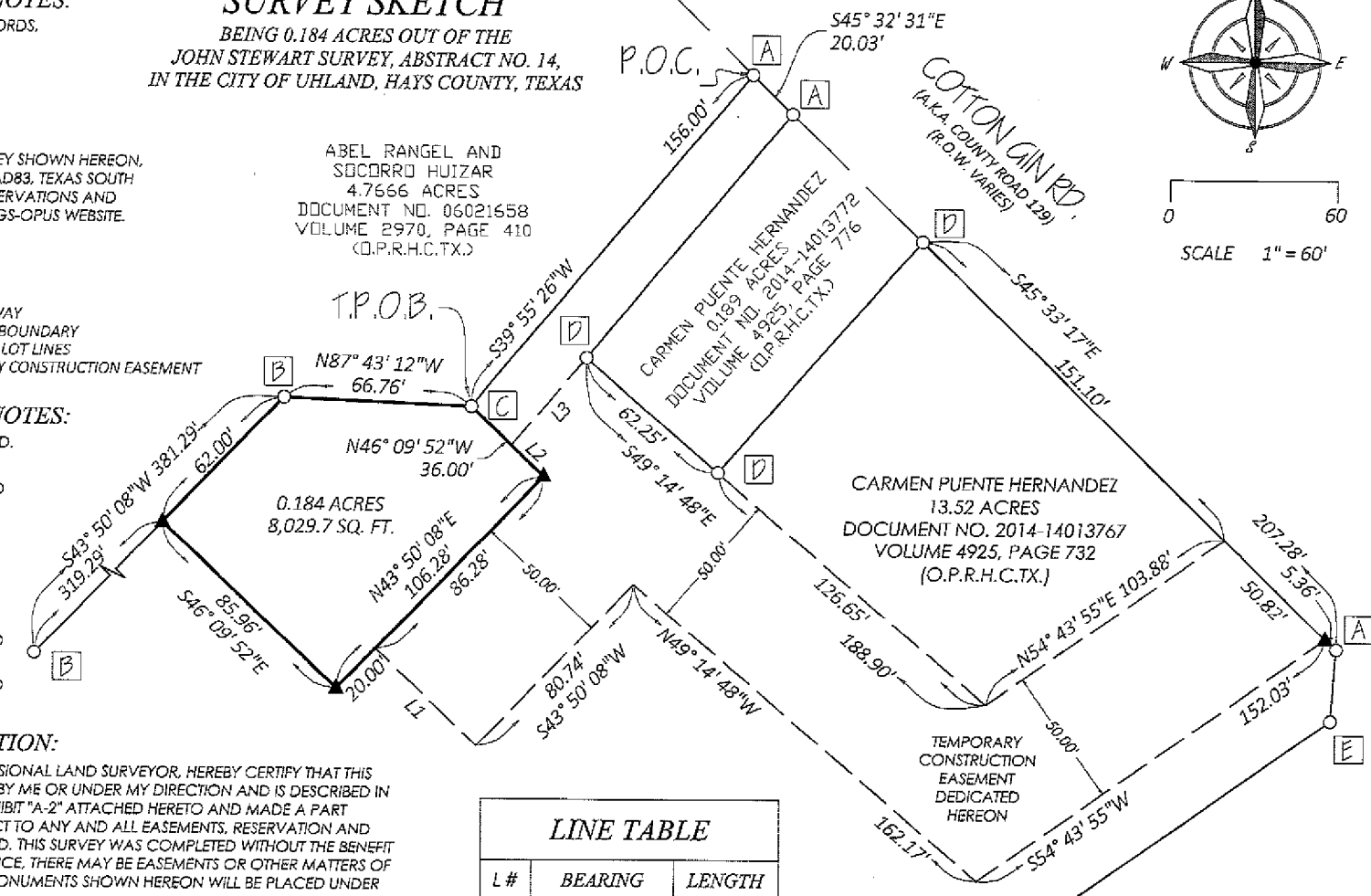
www.spotonsurveying.com



LINE TABLE		
L #	BEARING	LENGTH
L1	N46°09'52"W	50.00'
L2	N46°09'52"W	15.95'
L3	N40°24'31"E	40.92'



0 60
SCALE 1" = 60'



SOS J/N:0016-20-003 - TRACT 4



SPOT ON SURVEYING

Land Surveying & Mapping

EXHIBIT "A-2"

METES AND BOUNDS DESCRIPTION

BEING 0.184 ACRES OF LAND, MORE OR LESS, OUT OF THE JOHN STEWART SURVEY, ABSTRACT NO. 14, SITUATED IN HAYS COUNTY, TEXAS, BEING A PORTION OF THAT 13.52 ACRE TRACT CONVEYED TO CARMEN PUENTE HERNANDEZ BY GENERAL WARRANTY DEED WITH THIRD PARTY VENDOR'S LIEN RECORDED AS DOCUMENT NO. 2014-14013767 IN VOLUME 4925, PAGE 732, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS (O.P.R.H.C.TX.), SAID 0.184 ACRES BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING at a found iron rod with cap stamped "HARRIS-GRANT", said point being accepted as a point in the Southwesterly Right of Way limits of Cotton Gin Road a.k.a. County Road 129, variable width, also being accepted as the most Easterly corner of that 4.7666 acre tract conveyed to Abel Rangel and Socorro Huizar by Special Warranty Deed recorded as Document No. 06021658 in Volume 2970, Page 410, (O.P.R.H.C.TX.) and being accepted as the most Northerly corner of said 13.52 acre tract;

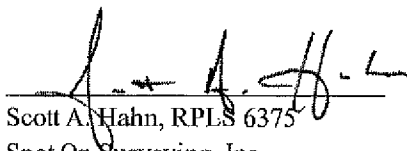
THENCE leaving the Southwesterly Right of Way limits of said Cotton Gin Road, with the common Southeasterly limits of said 4.7666 acre tract and the Northwesterly limits of said 13.52 acre tract, the following three (3) courses:

1. S 39° 55' 26" W, 156.00 feet to a found 60d nail, for the TRUE POINT OF BEGINNING and Northeasterly corner hereof;
2. N 87° 43' 12" W, 66.76 feet to a found 4" cedar fence post, for the Northwesterly corner hereof;
3. S 43° 50' 08" W, 62.00 feet to a calculated point, for the most Westerly corner hereof;

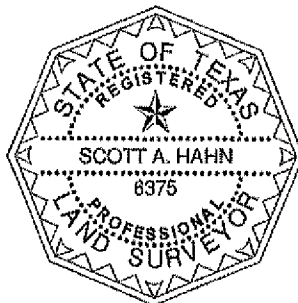
THENCE leaving said common limits through the interior of said 13.52 acre tract, the following three (3) courses:

1. S 46° 09' 52" E, 85.96 feet to a calculated point of intersection with a line being parallel with and 85.96 feet Southeasterly of the previously described line, for the most Southerly corner hereof;
2. N 43° 50' 08" E, 106.28 feet, with said parallel line, to a calculated point, for the most Easterly corner hereof;
3. N 46° 09' 52" W, 36.00 feet to the POINT OF BEGINNING hereof, containing a calculated area of 8,029.7 sq. ft., 0.184 acres said field notes being described in accordance with a survey made on the ground by me or under my direction. See Exhibit "A-2" Survey sketch attached hereto and made a part hereof.

All bearings shown are based on NAD 83 Texas State Plane Coordinate System, South Central Zone. All distances shown are surface or ground distances.


 Scott A. Hahn, RPLS 6375
 Spot On Surveying, Inc.

614 Jerrys Lane
 Buda, TX. 78610
 (512)523-8092
 TBPLS Firm# 10193894
 SOS J/N: 0016-20-003 – TRACT 4



March 09, 2021

Date

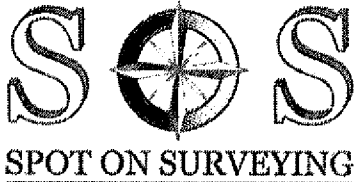


EXHIBIT "A-3"

METES AND BOUNDS DESCRIPTION

Land Surveying & Mapping

BEING 0.235 ACRES OF LAND, MORE OR LESS, OUT OF THE JOHN STEWART SURVEY, ABSTRACT NO. 14, SITUATED IN HAYS COUNTY, TEXAS, BEING A PORTION OF THAT 13.52 ACRE TRACT CONVEYED TO CARMEN PUENTE HERNANDEZ BY GENERAL WARRANTY DEED WITH THIRD PARTY VENDOR'S LIEN RECORDED AS DOCUMENT NO. 2014-14013767 IN VOLUME 4925, PAGE 732, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS (O.P.R.H.C.TX.), SAID 0.235 ACRES BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING at a found iron rod with cap stamped "HARRIS-GRANT", said point being accepted as a point in the Southwesterly Right of Way limits of Cotton Gin Road a.k.a. County Road 129, variable width, also being accepted as the most Easterly corner of that 4.7666 acre tract conveyed to Abel Rangel and Socorro Huizar by Special Warranty Deed recorded as Document No. 06021658 in Volume 2970, Page 410, (O.P.R.H.C.TX.) and being accepted as the most Northerly corner of said 13.52 acre tract;

THENCE leaving the Southwesterly Right of Way limits of said Cotton Gin Road, with the common limits of said 4.7666 acre tract and said 13.52 acre tract, the following three (3) courses:

1. S 39° 55' 26" W, 156.00 feet to a found 60d nail;
2. N 87° 43' 12" W, 66.76 feet to a found 4" cedar fence post;
3. S 43° 50' 08" W, 62.00 feet to a calculated point;

THENCE leaving said common limits, through the interior of said 13.52 acre tract, the following two (2) courses:

1. S 46° 09' 52" E, 85.96 feet to a calculated point, for the TRUE POINT OF BEGINNING and the most Westerly corner hereof;
2. S 46° 09' 52" E, 216.32 feet to a calculated point of intersection in the common Northwesterly Right of Way limits of S.H. 21, a.k.a. Camino Real, variable in width and the Southeasterly limits of said 13.52 acre tract, for the most Southerly corner hereof;

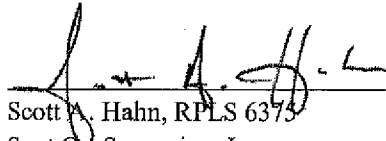
THENCE with the common Northwesterly Right of Way limits of said S.H. 21, also the Southwesterly Right of Way limits of said Cotton Gin Road and the Southeasterly and Northeasterly limits of said 13.52 acre tract, the following three (3) courses:

1. N 54° 43' 55" E, 243.27 feet to a found iron rod with cap stamped "KENT MCMILLAN (122)", for the Southeasterly corner hereof;
2. N 04° 26' 27" E, 25.64 feet to a found iron rod with cap stamped "HARRIS-GRANT", for the Northeasterly corner hereof;
3. N 45° 33' 17" W, 5.36 feet to a calculated point of intersection with a line being parallel with and 20.00 feet Northwesterly of said S.H. 21 Right of Way limits, for the most Northerly corner hereof;

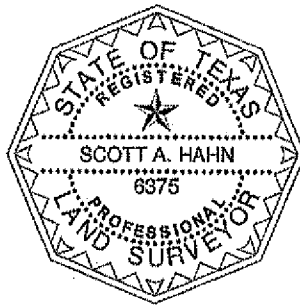
THENCE leaving the Southwesterly Right of Way limits of said Cotton Gin Road, through the interior of said 13.52 acre tract, the following three (3) courses:

1. S 54° 43' 55" W, 243.13 feet with said parallel line to a point of intersection with the previously described line called S 46° 09' 52" E, 216.32 feet;
2. N 46° 09' 52" W, 194.71 feet to a calculated point of intersection with previously described line being parallel with and 86.00 feet Southeasterly of the Northwesterly limits of said 13.52 acre tract;
3. S 43° 50' 08" W, 20.00 feet with said parallel line to the POINT OF BEGINNING hereof, containing a calculated area of 10,243.6 sq. ft., 0.235 acres said field notes being described in accordance with a survey made on the ground by me or under my direction. See Exhibit "A-3" Survey sketch attached hereto and made a part hereof.

All bearings shown are based on NAD 83 Texas State Plane Coordinate System, South Central Zone. All distances shown are surface or ground distances.


 Scott A. Hahn, RPLS 6375
 Spot On Surveying, Inc.

614 Jerrys Lane
 Buda, TX. 78610
 (512)523-8092
 TBPLS Firm# 10193894
 SOS J/N: 0016-20-003 – TRACT 4



March 09, 2021

Date

EXHIBIT "A-3"

SURVEY SKETCH

BEING 0.235 ACRES OUT OF THE
JOHN STEWART SURVEY, ABSTRACT NO. 14,
IN THE CITY OF UHLAND, HAYS COUNTY, TEXAS

MONUMENT LEGEND / NOTES:

O.P.R.H.C.TX. = OFFICIAL PUBLIC RECORDS,
HAYS COUNTY, TEXAS
P.O.C. = POINT OF COMMENCEMENT
T.P.O.B. = TRUE POINT OF BEGINNING

BASIS OF BEARINGS:

THE BASIS OF BEARINGS OF THIS SURVEY SHOWN HEREON,
IS THE TEXAS COORDINATE SYSTEM NAD83, TEXAS SOUTH
CENTRAL ZONE, UTILIZING STATIC OBSERVATIONS AND
CORRECTIONS PERFORMED BY THE NGS-OPUS WEBSITE.

LINETYPE LEGEND:

———— BOUNDARY
—— RIGHT OF WAY
—— WASTEWATER LINE EASEMENT
- - - - ADJOINING LOT LINES

MONUMENT LEGEND / NOTES:

- = FOUND MONUMENT AS DESCRIBED.
- ▲ = CALCULATED POINT.
- [A] FD. IRON ROD WITH CAP STAMPED
"HARRIS-GRANT".
- [B] FD. 4" CEDAR POST.
- [C] FD. 60D NAIL.
- [D] FD. 1/2" IRON ROD.
- [E] FD. IRON ROD WITH CAP STAMPED
"KENT MCMILLAN RPLS 4301 (122)".
- [F] FD. IRON ROD WITH CAP STAMPED
"KENT MCMILLAN RPLS 4301 (117)".

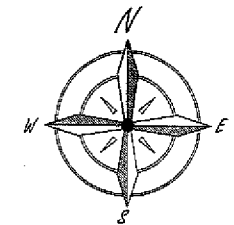
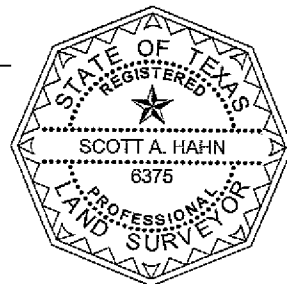
SURVEYOR'S CERTIFICATION:

I, SCOTT A. HAHN, REGISTERED PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT THIS
SURVEY WAS MADE ON THE GROUND BY ME OR UNDER MY DIRECTION AND IS DESCRIBED IN
METES AND BOUNDS DESCRIPTION EXHIBIT "A-3" ATTACHED HERETO AND MADE A PART
HEREOF, SAID PROPERTY BEING SUBJECT TO ANY AND ALL EASEMENTS, RESERVATION AND
RESTRICTIONS THAT MAY BE OF RECORD. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT
OF A COMMITMENT FOR TITLE INSURANCE, THERE MAY BE EASEMENTS OR OTHER MATTERS OF
RECORD NOT SHOWN HEREON. THE MONUMENTS SHOWN HEREON WILL BE PLACED UNDER
MY SUPERVISION UPON APPROVAL.

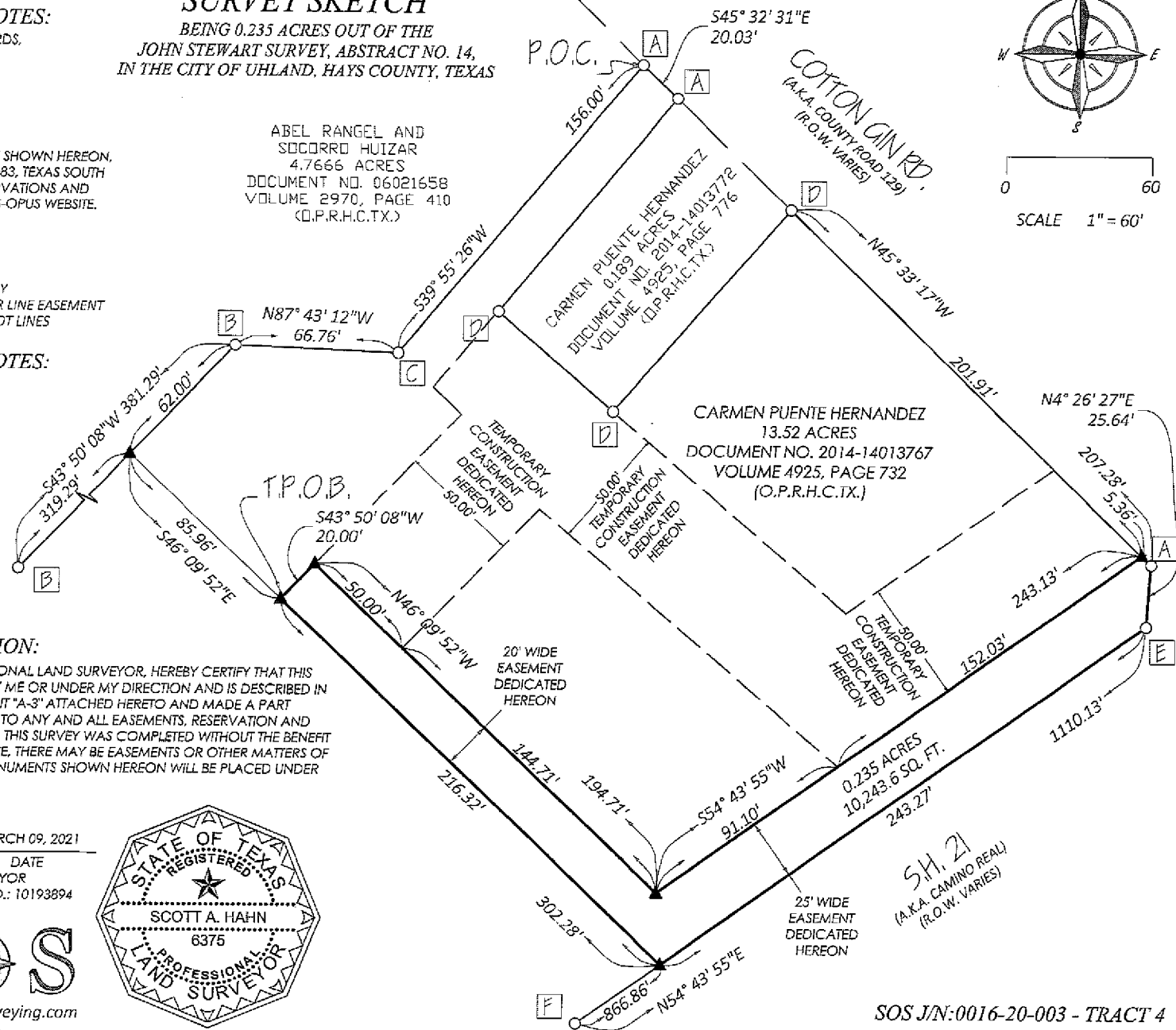
SCOTT A. HAHN
REGISTERED PROFESSIONAL LAND SURVEYOR
REGISTRATION NO. 6375 - TBPLS FIRM NO.: 10193894
SPOT ON SURVEYING, INC.
614 JERRYS LANE
BUDA, TX. 78610



www.spotonsurveying.com



SCALE 1" = 60'



SOS J/N:0016-20-003 - TRACT 4

Joinder and Approval of Mortgagee

The undersigned Mortgagee (holding a lien on the Easement Property described herein, amongst other collateral property) hereby joins in the execution of this Utility Pipeline and Right-of-Way Easement to evidence its consent and agreement to the terms thereof, and to specifically acknowledge that any and all liens now or hereafter held by the undersigned (or its successors or assigns) against the Easement Property shall be, and are hereby made, specifically subordinate to this Utility Pipeline and Right-of-Way Easement, and the terms and conditions thereof, and that the covenants, easements and conditions set forth therein shall be binding upon, and effective against, any owner (including the undersigned mortgagee or other beneficiaries under a deed of trust, indenture, or mortgage held by the undersigned, its successors and assigns encumbering the Easement Property) of any portion of the Easement Property, who acquires title thereto by foreclosure, trustee's sale, deed in lieu of foreclosure, or otherwise.

First Lockhart National Bank

by: _____

Name: _____

Title: _____

Date: _____

STATE OF TEXAS

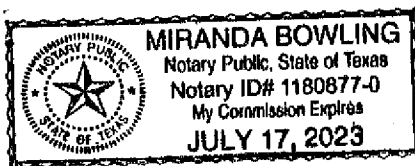
§

§

COUNTY OF CALDWELL

§

This instrument was acknowledged before me on this the 29 day of June, 2021, by Abel De La Cruz, Vice President (title) of First Lockhart National Bank, on its behalf.



Miranda Bowling
Notary Public in and for the State of Texas

**THE STATE OF TEXAS
COUNTY OF HAYS**

I hereby certify that this instrument was FILED on the
date and the time stamped hereon by me and was duly
RECORDED in the Records of Hays County, Texas.

21044221 EASEMENT
08/13/2021 03:10:55 PM Total Fees: \$70.00

Elaine H. Cárdenas, MBA, PhD, County Clerk
Hays County, Texas



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.

UTILITY PIPELINE AND RIGHT-OF-WAY EASEMENT

Date: April 23, 2021

Grantor: Rene Alejandro Urbano Campos

Grantor's Address: 9939 Camino Real, Unit B, Uhlend, Texas 78640

Grantee: County Line Special Utility District, a conservation and reclamation district under Article XVI, Section 59 of the Texas Constitution, operating under Chapters 49 and 65 of the Texas Water Code

Grantee's Address: 8870 Camino Real, Uhlend, Texas 78640

Consideration: TEN DOLLARS (\$10.00) and other good and valuable consideration paid by Grantee, the receipt and sufficiency of which is hereby acknowledged by Grantor

Easement Property: A tract of land consisting of 0.206 acres more or less, thirty (30) feet in width, being more particularly described in the attached Exhibit A, hereby incorporated reference and made a part hereof for all purposes.

Grant of Easement and Easement Scope and Purposes: Grantor, for the Consideration, does hereby grant and convey unto Grantee, its successors and assigns, to have and to hold forever, a non-exclusive permanent easement upon, within, over, under and across the Easement Property, together with all and singular the rights and appurtenances thereto in anywise belonging. The purposes for this easement include the right to excavate, place, lay, construct, install, and thereafter, repair, replace, upgrade, reconstruct, remove, inspect, and perpetually use, access, maintain, and operate the Utility Facilities for the purpose of providing public water and wastewater utility services, the collection of water and/or wastewater to be reclaimed or reused, and the distribution or conveyance of each. Except as modified herein, this grant shall carry with it the right of ingress and egress to and from the Easement Property at all reasonable times, with the right to use existing roads for the purpose of constructing, installing, repairing, replacing, reconstructing, inspecting, accessing, maintaining, and operating the Utility Facilities. The rights, terms, and provisions of this easement shall run with the land, and be binding upon and benefit the successors and assigns of Grantor and Grantee. Grantee shall have such other rights and benefits necessary and/or convenient for the full enjoyment and use of the rights herein granted, including without limitation, (1) the reasonable right from time to time to remove any and all paving, undergrowth and other obstructions that may damage Grantee's Utility Facilities or interfere with its purposes and (2) the right to abandon-in-place, within the Easement Property, any and all utility lines and associated

COUNTY LINE SPECIAL UTILITY DISTRICT
UTILITY EASEMENT

PAGE 1 OF 6

Page 74 of 84

Recorded By: Hays County
Texas National Title
T-139799-ER

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.

UTILITY PIPELINE AND RIGHT-OF-WAY EASEMENT

Date: April 23, 2021

Grantor: Rene Alejandro Urbano Campos

Grantor's Address: 9939 Camino Real, Unit B, Umland, Texas 78640

Grantee: County Line Special Utility District, a conservation and reclamation district under Article XVI, Section 59 of the Texas Constitution, operating under Chapters 49 and 65 of the Texas Water Code

Grantee's Address: 8870 Camino Real, Umland, Texas 78640

Consideration: TEN DOLLARS (\$10.00) and other good and valuable consideration paid by Grantee, the receipt and sufficiency of which is hereby acknowledged by Grantor

Easement Property: A tract of land consisting of 0.206 acres more or less, thirty (30) feet in width, being more particularly described in the attached Exhibit A, hereby incorporated reference and made a part hereof for all purposes.

Grant of Easement and Easement Scope and Purposes: Grantor, for the Consideration, does hereby grant and convey unto Grantee, its successors and assigns, to have and to hold forever, a non-exclusive permanent easement upon, within, over, under and across the Easement Property, together with all and singular the rights and appurtenances thereto in anywise belonging. The purposes for this easement include the right to excavate, place, lay, construct, install, and thereafter, repair, replace, upgrade, reconstruct, remove, inspect, and perpetually use, access, maintain, and operate the Utility Facilities for the purpose of providing public water and wastewater utility services, the collection of water and/or wastewater to be reclaimed or reused, and the distribution or conveyance of each. Except as modified herein, this grant shall carry with it the right of ingress and egress to and from the Easement Property at all reasonable times, with the right to use existing roads for the purpose of constructing, installing, repairing, replacing, reconstructing, inspecting, accessing, maintaining, and operating the Utility Facilities. The rights, terms, and provisions of this easement shall run with the land, and be binding upon and benefit the successors and assigns of Grantor and Grantee. Grantee shall have such other rights and benefits necessary and/or convenient for the full enjoyment and use of the rights herein granted, including without limitation, (1) the reasonable right from time to time to remove any and all paving, undergrowth and other obstructions that may damage Grantee's Utility Facilities or interfere with its purposes and (2) the right to abandon-in-place, within the Easement Property, any and all utility lines and associated

Recorded By: Hays County
Texas National Title
T-1397 99-ER

appurtenances, such that Grantee shall have no obligation or liability to Grantor or their successors or assigns to move or remove any such abandoned utility lines or appurtenances.

Utility Facilities: Pipelines for the collection and transmission of water, reuse water, and wastewater and associated communication systems, connections, pumps, drain valve assemblies, air releases, valves, manholes, and all related electrical and communication lines, facilities, equipment and appurtenances, route markers, access ways, roadways and all other above-ground and below-ground facilities and/or necessary appurtenances and improvements deemed in Grantee's sole discretion to be necessary or desirable with respect to the Utility Facilities. Grantee will bury any pipeline so that the top of same is at least three feet below the surface of the Easement Property. Grantee may, however, construct and maintain the other Utility Facilities and associated other structures and equipment above the surface of the Easement Property.

Temporary Workspace Easement: In addition to the rights in the Easement Property, Grantor also hereby grants unto Grantee a Temporary Workspace Easement as depicted on Exhibit A for Grantee to carry out its purposes hereunder, including but not limited to construction staging, equipment storage, temporary spoil storage, and access on Grantor's property adjacent to the Easement Property. The duration of said Temporary Workspace Easement shall not exceed _____ (____) months, commencing upon execution of this document and terminating upon the earlier of Grantee's completion of its initial pipeline installation project within the Easement Property or _____, whichever date first occurs; provided, however, that this Temporary Workspace Easement shall revert to the Grantor and shall not be available to the Grantee without future consent of Grantor, which consent shall not be unreasonably withheld if needed for the same purposes set forth herein.

Notification Prior to Access: Grantee, its agents, and employees will endeavor to contact Grantor or its Grantor's tenant at least 24 hours prior to accessing the Easement Property. This notice period is not required for emergency conditions.

Grantor's Reserved Right: Grantor reserves the right to use the Easement Property for any purpose that will not hinder, conflict, or interfere with the exercise of Grantee's rights hereunder. Grantor reserves the right to allow additional underground utilities and infrastructure to traverse perpendicularly across the Facilities, upon written approval of the plans and specifications by Grantee, which approval shall not be unreasonably withheld, and provided that the location of such additional utilities and infrastructure are marked and identifiable. Grantor and Grantor's employees, agents, and invitees shall have access over the surface of the Easement Property, and Grantee shall not unreasonably prohibit ingress and egress to and from Grantor's adjacent land because of construction or for any other reason.

After Construction/Maintenance and Damages: Grantee covenants and agrees to restore the **surface** of the Easement Property and surrounding property, whenever disturbed by Grantee, to a condition that existed immediately prior to such disturbance to the extent reasonably feasible, including, but not limited to, compaction of excavated areas, restoration of pavement areas, landscaping, fencing, sidewalks and other improvements, and removal of construction-related debris. Grantor agrees that the Consideration conveyed herein shall be considered full compensation for any diminution in value that may result to Grantor's remaining property by

virtue of this easement and for damages, if any, to the Easement Property and for any and all damages to improvements, crops, pasturage, timber, trees and brush in the Easement Property, which may result from Grantee's exercise of rights hereunder, and that no other damages, rights, or remedies will be enforceable, collectible or available to Grantor.

Grantor's Authority to Grant this Easement: Grantor warrants to Grantee that the undersigned has the full power and authority to execute this easement and fulfill its obligations under this easement. Should one or more of the Grantors herein be natural persons and not be joined by the respective spouse, it is conclusively presumed that the Easement Property is not the residence or business homestead of such Grantor(s) and that the Grantors have full authority to grant this easement as their separate property. Should one or more of the Grantors herein be a legal entity other than a natural person, it shall be conclusively presumed that the person signing on behalf of such party has been duly and legally authorized to so sign and there shall be no necessity for a seal or attestation.

Release: Grantee agrees to hold harmless Grantor, to the full extent of Grantee's liability to the extent allowed by applicable laws, from and against claims for personal injuries or property damage arising out of the Grantee's activities in the Easement Property. Grantor and Grantee hereby waive any legal rights each may acquire against the other party, and hereby release each other, for the loss of or damage to their respective property or to property in which they may have an interest, but only for any loss or damage that is caused by an insured hazard arising out of or in connection with the Easement Property, to the extent such loss or damage is paid by for by insurance proceeds.

Exceptions to Conveyance and Warranty: Grantor covenants that Grantor is the owner of the above described property, and that said property is free and clear of all encumbrances and liens except the following: _____

Exceptions, covenants, or easements affecting the Easement Property, if any, that are recorded in the Official Public Records of the county in which the Easement Property is located.

Assignment: This instrument, and the terms and conditions contained herein, inure to the benefit of and are binding upon Grantor and Grantee, and their respective heirs and personal representatives, and successors and/or assigns.

Applicable Law: The laws of the State of Texas govern the validity, enforcement and interpretation of this instrument. Venue for any legal action hereunder is agreed to be in Hays County, Texas.

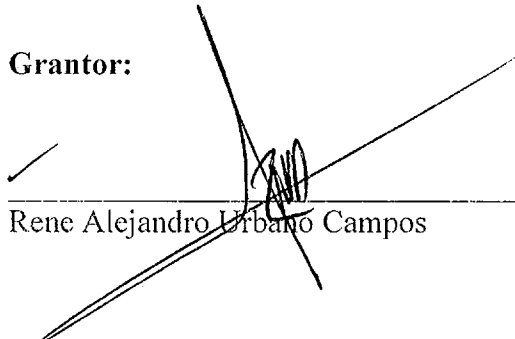
Mortgage Subordination: Grantor represents and warrants to Grantee that there is a presently existing deed of trust lien applicable to the Easement Property, and the same is hereby made subordinate to this instrument pursuant to the terms and execution of the attached Exhibit B, that "Joinder and Approval of Mortgagee," which Grantor will request lender to execute. Any mortgage

or deed of trust hereafter affecting any portion of the Easement Property must, at all times, be subject and subordinate to the terms of hereof. Any party foreclosing any mortgage or deed of trust affecting the Easement Property, or acquiring title by deed in lieu of foreclosure, will acquire title subject to all of the terms and provisions hereof.

Grantor does hereby bind itself, its successors and assigns, subject to existing matters of record affecting the above-described property, to WARRANT AND FOREVER DEFEND this easement, together with all and singular, the rights and appurtenances thereto, in anyway belonging unto Grantee, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by and through Grantor but not otherwise.

IN WITNESS WHEREOF the said Grantor has executed this instrument this 23 ²³ day of April ¹⁵, 2021. (EW)

Grantor:


Rene Alejandro Urbano Campos

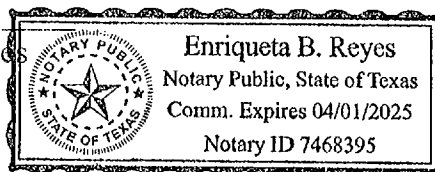
ACKNOWLEDGMENT

THE STATE OF TEXAS §

COUNTY OF Wayne §

This instrument was acknowledged before me on this 23 ²³ day of April ¹⁵, 2021, by Rene Alejandro Urbano Campos (EW)

My Commission Expires




Enriqueta B. Reyes
Notary Public, State of Texas
Comm. Expires 04/01/2025
Notary ID 7468395


Notary Public, State of Texas

Grantee:

County Line Special Utility District

By: 
Chris Betz
Board President


Executed on: 4/22/2021

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF HAYS §

This instrument was acknowledged before me on this 22 day of April, 2021,
by Chris Betz.

5/10/23
My Commission Expires


Notary Public, State of Texas

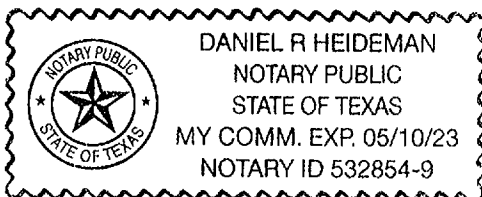
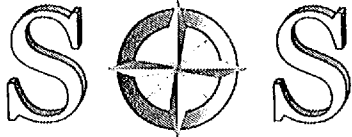


EXHIBIT A
EASEMENT PROPERTY
AND
TEMPORARY WORKSPACE EASEMENT



SPOT ON SURVEYING

Land Surveying & Mapping

EXHIBIT "A"

(P)

30' EASEMENT

BEING 0.206 ACRES OF LAND, MORE OR LESS, OUT OF THE JOHN STEWART SURVEY, ABSTRACT NO. 14, SITUATED IN HAYS COUNTY, TEXAS, SAID 0.206 ACRE TRACT BEING THE SOUTHEASTERLY 30 FEET FO LOTS 1 AND 2, MAXWELL ESTATES, BEING A SUBDIVISION IN THE CITY OF UHLAND, HAYS COUNTY, TEXAS, PER MAP OR PLAT RECORDED IN BOOK 8, PAGE 335, PLAT RECORDS, HAYS COUNTY, TEXAS (P.R.H.C.TX.), SAID 0.206 ACRES BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at a found 5/8" iron rod, said point being accepted as a point in the Northwesterly Right of Way limits of S.H. 21, also known as Camino Real, also being accepted as the most Easterly corner of that certain 14.660 acre tract conveyed to BPCH, LLC by Warranty Deed with Vendor's Lien recorded as Document No. 2014-14008348 in Volume 4888, Page 625, Official Public Records, Hays County, Texas, (O.P.R.H.C.TX.), and being accepted as the most Southerly corner of said Lot 2, for the most Southerly corner hereof;

THENCE N 35° 27' 02" W, 30.00 feet, leaving the Northwesterly Right of Way limits of said S.H. 21, with the common Northeasterly limits of said 14.660 acre tract and the Southwesterly limits of said Lot 2 to a calculated point of intersection with a line being parallel with and 20.00 feet Northwesterly of the Northwesterly Right of Way limits of said S.H. 21, for the most Westerly corner hereof;

THENCE leaving the Northeasterly limits of said 14.660 acre tract, through the interior of said Lots 1 and 2, with said parallel line, the following two (2) courses:

1. N 54° 44' 27" E, 263.16 to a calculated point, said point being the beginning of a curve concave Northwesterly, having a radius of 5,649.50 feet;
2. Northeasterly with said curve to the left, through a central angle of 00° 22' 03" an arc length of 36.23 feet to a calculated point of intersection with the common Southwesterly limits of that 29.02 acre tract conveyed to Silver Mount Holding, LLC by General Warranty Deed recorded as Document No. 19036248, (O.P.R.H.C.TX.) and the Northeasterly limits of said Lot 1, for the most Northerly corner hereof, having a chord bearing and distance of N 54° 33' 25" E, 36.23 feet to said point;

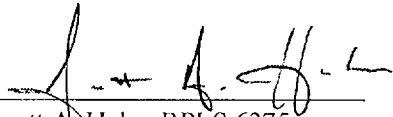
THENCE S 35° 23' 21" E, 30.00 feet with the common Southwesterly limits of said 29.02 acre tract and the Northeasterly limits of said Lot 1 to a found 1/2" iron rod, said point being accepted as a point in the Northwesterly Right of Way limits of said S.H. 21, also being accepted as the most Southerly corner of said 29.02 acre and also being accepted as the most Easterly corner of said Lot 1, for the most Easterly corner hereof, said point being on a curve concave Northwesterly, having a radius of 5,679.50 feet;

2

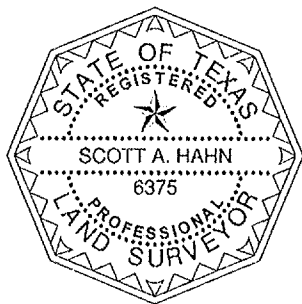
THENCE leaving the Southwesterly limits of said 29.02 acre tract, with the common Northwesterly Right of Way limits of said S.H. 21 and the Southeasterly limits of said Lots 1 and 2, the following two (2) courses:

1. Southwesterly with said curve to the right, through a central angle of $00^{\circ} 21' 58''$ an arc length of 36.30 feet to a found 1/2" iron rod, for the end of said curve, having a chord bearing and distance of S $54^{\circ} 33' 28''$ W, 36.30 feet to said point;
2. S $54^{\circ} 44' 27''$ W, 263.06 to the POINT OF BEGINNING hereof, at 168.28 feet pass a found iron rod with cap (illegible) being accepted as the common corner said Lots 1 and 2, containing a calculated area of 8,981.2 sq. ft., 0.206 acres said field notes being described in accordance with a survey made on the ground by me or under my direction. See Exhibit "A" Survey sketch attached hereto and made a part hereof.

All bearings shown are based on NAD 83 Texas State Plane Coordinate System, South Central Zone. All distances shown are surface or ground distances.



Scott A. Hahn, RPLS 6375
Spot On Surveying, Inc.
614 Jerrys Lane
Buda, TX. 78610
(512)523-8092
TBPLS Firm# 10193894
SOS J/N: 0016-20-003 – TRACT 10



April 09, 2021

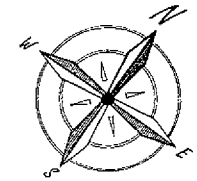
Date

EXHIBIT "A"

SURVEY SKETCH

BEING 0.137 ACRES OUT OF THE
JOHN STEWART SURVEY, ABSTRACT NO. 14,
IN THE CITY OF UHLAND, HAYS COUNTY, TEXAS

SHEET 3 OF 3 SHEETS



0 50
SCALE 1" = 50'

BPGH, LLC
14.660 ACRES
DOCUMENT NO. 2014-14008348
VOLUME 4888, PAGE 625
(O.P.R.H.C.TX.)

RENE ALEJANDRO
URBANO CAMPOS
LOT 2
MAXWELL ESTATES
BOOK 8, PAGE 335
(P.R.H.C.TX.)

RENE ALEJANDRO URBANO CAMPOS
LOT 1
MAXWELL ESTATES
BOOK 8, PAGE 335
(P.R.H.C.TX.)

SILVER MOUNT HOLDINGS, LLC
29.02 ACRES
DOCUMENT NO. 19036248
(U.P.R.H.C.TX.)

N35° 27' 02" W
30.00'

N54° 44' 27" E

P.O.B.

S54° 44' 27" W

94.78'

0.206 ACRES
8,981.2 SQ. FT.

168.28'

263.16'

263.06'

N35° 23' 21" W

S35° 23' 21" E
30.00'

Δ=0° 21' 58"
R=5679.50'
L=36.30'

CHD B=S54° 33' 28" W
CHD L=36.30'

MONUMENT LEGEND / NOTES:

W.W.E. = WASTEWATER LINE EASEMENT
O.P.R.H.C.TX. = OFFICIAL PUBLIC RECORDS,
HAYS COUNTY, TEXAS
P.R.H.C.TX. = PLAT RECORDS, HAYS COUNTY, TEXAS
P.O.B. = POINT OF BEGINNING
R.P.R.H.C.TX. = REAL PROPERTY RECORDS,
HAYS COUNTY, TEXAS

MONUMENT LEGEND / NOTES:

○ = FOUND MONUMENT AS DESCRIBED.
▲ = CALCULATED POINT.

FD. 1/2" IRON ROD.

FD. 5/8" IRON ROD

FD. IRON ROD WITH CAP ILLEGIBLE.

BASIS OF BEARINGS:

THE BASIS OF BEARINGS OF THIS SURVEY SHOWN HEREON, IS
THE TEXAS COORDINATE SYSTEM NAD83, TEXAS SOUTH
CENTRAL ZONE, UTILIZING STATIC OBSERVATIONS AND
CORRECTIONS PERFORMED BY THE NGS-OPUS WEBSITE.

S.H. 21
(A.K.A. CAMINO REAL)

15' WATERLINE EASEMENT
PER VOL. 401, PG. 176,
(R.P.R.H.C.TX.)

LINETYPE LEGEND:

————— BOUNDARY
————— RIGHT OF WAY
————— WASTEWATER LINE EASEMENT
————— ADJOINING LOT LINES
————— TEMPORARY CONSTRUCTION EASEMENT

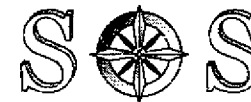
SURVEYOR'S CERTIFICATION:

I, SCOTT A. HAHN, REGISTERED PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT THIS SURVEY WAS
MADE ON THE GROUND BY ME OR UNDER MY DIRECTION AND IS DESCRIBED IN METES AND BOUNDS
DESCRIPTION EXHIBIT "A", SHEET 1 ATTACHED HERETO AND MADE A PART HEREOF, SAID PROPERTY BEING
SUBJECT TO ANY AND ALL EASEMENTS, RESERVATION AND RESTRICTIONS THAT MAY BE OF RECORD. THIS
SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF A COMMITMENT FOR TITLE INSURANCE. THERE MAY BE
EASEMENTS OR OTHER MATTERS OF RECORD NOT SHOWN HEREON. THE MONUMENTS SHOWN HEREON
WILL BE PLACED UNDER MY SUPERVISION UPON APPROVAL.

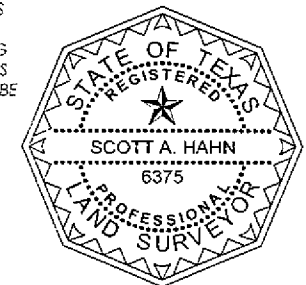
SCOTT A. HAHN
REGISTERED PROFESSIONAL LAND SURVEYOR
REGISTRATION NO. 6375 - TBPLS FIRM NO.: 10193894
SPOT ON SURVEYING, INC.
614 JERRY'S LANE
BUDA, TX. 78610

AUGUST 22, 2020

DATE



www.spotonsurveying.com



SOS J/N:0016-20-003 - TRACT 10

**THE STATE OF TEXAS
COUNTY OF HAYS**

I hereby certify that this instrument was FILED on the
date and the time stamped hereon by me and was duly
RECORDED in the Records of Hays County, Texas.

21021100 EASEMENT
04/26/2021 02:51:11 PM Total Fees: \$58.00

Elaine H. Cárdenas, MBA, PhD, County Clerk
Hays County, Texas

