

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

PERMANENT EASEMENT

THE STATE OF TEXAS §
COUNTY OF HAYS §

GRANT OF PERMANENT EASEMENT:

KMC ASSETS II, LLC, A LIMITED LIABILITY COMPANY (the “GRANTOR”), whose address is **3975 E Hwy 290 Ste A, Dripping Springs, TX 78620** for \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, do hereby grant, sell and convey unto the **WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY** (“GRANTEE”), a political subdivision of the State of Texas, whose address is 13215 Bee Cave Parkway, Building B, Suite 110, Bee Cave, Texas 78738, a permanent and exclusive easement and right-of-way (the “EASEMENT”) upon, in, over, under, along, and across, together with the right of ingress and egress, the property of GRANTOR, which is more particularly described as follows:

A WATERLINE EASEMENT ACROSS A 97.50 SQUARE FOOT TRACT OUT OF LOT 17-A OF A REPLAT OF LOT 17, SUNSET CANYON, SECTION 1-C, A SUBDIVISION IN HAYS COUNTY, TEXAS ACCORDING TO THE MAP OR PLAT OF RECORD IN VOLUME 18, PAGE 1 OF THE PLAT RECORDS OF HAYS COUNTY, TEXAS, SAID 97.50 SQUARE FOOT TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AND THE ACCOMPANYING SKETCH IN THE ATTACHED EXHIBIT A (THE “EASEMENT PROPERTY”).

PURPOSE OF EASEMENT:

The Easement Property may be used by GRANTEE for the purposes of constructing, installing, operating, repairing, maintaining, replacing, inspecting, upgrading and activities related thereto underground waterlines and related facilities and equipment, including connections therewith (the “FACILITIES”) upon, over, under and across the Easement Property, together with the right of ingress and egress over, along and across the Easement Property and further including the right to cut and trim trees and shrubbery that may encroach on the Easement Property.

DURATION OF EASEMENT:

This Easement shall be permanent and irrevocable.

EXCLUSIVITY

GRANTEE'S easement rights within the Easement Property shall be exclusive.

DOMINANT USE OF EASEMENT PROPERTY:

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

ENTIRE AGREEMENT:

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

BINDING EFFECT:

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

[Remainder of page left intentionally blank]

In witness whereof, this instrument is executed this ____ day of _____ 2025.

GRANTOR:

KMC ASSETS II, LLC, a Limited Liability Company

By: _____

Name: **Ken W. Christopher, Jr.**

Title: **Managing Member**

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2025,
by _____, _____ of KMC Assets II, LLC, a Limited
Liability Company on behalf of said Limited Liability Company.

Notary Public, State of Texas

Printed Name: _____

My Commission expires:

ACCEPTED:

GRANTEE:
WEST TRAVIS COUNTY PUBLIC UTILITY
AGENCY

By: _____
Jennifer Riechers, General Manager

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the _____ day of _____, 2025 by Jennifer Riechers, General Manager of the West Travis County Public Utility Agency on behalf of said Agency.

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

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

EXHIBIT A

Description of a
97.50 square foot tract of land

located in Lot 17-A, Sunset Canyon, Section 1-C, according to A Replat of Lot 17, Sunset Canyon, Section 1-C, recorded in Volume 18, Page 1 of the Plat Records of Hays County, Texas. Said 97.50 square foot tract being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod with cap stamped "Weaver 4427" set in the northernmost West line of Lot 17-B of said Sunset Canyon, Section 1-C and the northernmost East line of said Lot 17-A, for the Southeast corner of the herein described tract, from which a 1/2 inch iron rod with cap found for a re-entrant corner of said Lot 17-B and the northernmost Southeast corner of said Lot 17-A, bears South 15 degrees 58 minutes 03 seconds East, 15.39 feet;

THENCE, crossing said Lot 17-A with the South, West and North lines of the herein described tract, the following 3 survey calls:

1. South 74 degrees 01 minutes 57 seconds West, a distance of 6.50 feet to a 1/2 inch iron rod with cap stamped "Weaver 4427" set for the Southwest corner of the herein described tract;
2. North 15 degrees 58 minutes 03 seconds West, a distance of 15.00 feet to a 1/2 inch iron rod with cap stamped "Weaver 4427" set for the Northwest corner of the herein described tract;
3. North 74 degrees 01 minutes 57 seconds East, a distance of 6.50 feet to a 1/2 inch iron rod with cap stamped "Weaver 4427" set in the northernmost West line of Lot 17-B of said Sunset Canyon, Section 1-C and the northernmost East line said Lot 17-A, for the Northeast corner of the herein described tract from which a 1/2 inch iron rod with cap found for an angle point in the West line of said Lot 17-B and the North corner of said Lot 17-A, bears North 15 degrees 58 minutes 03 seconds West, 265.57 feet;

THENCE, South 15 degrees 58 minutes 03 seconds East, with the said northernmost West line of Lot 17-B and the said northernmost East line of said Lot 17-A, a distance of 15.00 feet to the POINT OF BEGINNING, containing 97.50 square feet of land.

I do hereby certify, on this the 5th day of May, 2025, that this survey was performed under my supervision on the ground and that, to the best of my knowledge, it is correct. Reference is herein made to a survey plat revised of same date that accompanies this description.



C. Michael Weaver, RPLS #4427
Weaver Surveying, LLC
TBPELS Firm #10194053

Lot 17-A
A Replat of Lot 17, Sunset Canyon, Section 1-C
 (According to the plat recorded in Vol. 18, Pg. 1
 of the Plat Records of Hays County, Texas)

