

PERMANENT EASEMENT

THE STATE OF TEXAS

COUNTY OF TRAVIS

GRANT OF PERMANENT EASEMENT:

NAME , (“GRANTOR”), for \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, sell and convey unto Travis County Water Control & Improvement District No. 17 (“GRANTEE”) a permanent easement and right of way (“Easement”) upon and across the property of GRANTOR which is more particularly described as follows:

Being a ----- square foot tract located in the--- Survey No.----- , Travis County, Texas, and being a portion of Lots ----- , of the Subdivision, as recorded in Volume----, Page---, of the Plat Records, Travis County, Texas, and conveyed by deed to -----as recorded in Volume-----, Page----, of the Real Property Records, Travis County, Texas, said ----- square foot tract, as shown on the accompanying sketch, being more particularly described by metes and bounds in the attached Exhibit A (“Easement Property”).

PURPOSE OF EASEMENT:

The Easement Property may be used by GRANTEE for the purposes of constructing, installing, operating, repairing, maintaining, replacing, upgrading and activities related thereto a water line and related facilities (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.

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 the construction of stone

walls, extensive landscaping or similar improvements that would impede GRANTEE'S access to 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 bind and inure to the benefit of the parties hereto, and their respective successors and assigns. GRANTOR does hereby bind itself and its successors and assigns to WARRANT AND FOREVER DEFEND all and singular the said Easement unto GRANTEE, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof by, through or under GRANTOR.

In witness whereof, this instrument is executed this ____ day of _____, 2003.

GRANTOR

Date: _____

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the ____ day of _____, 2002,
by -----

Notary Public, State of Texas
Printed Name: _____

My Commission expires:

ACCEPTED:

TRAVIS COUNTY WATER CONTROL
& IMPROVEMENT DISTRICT NO. 17

By: _____
David Lewis Steed, President

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the ____ day of _____, 2003 by David Lewis Steed, President of the Board of Directors of Travis County Water Control & Improvement District No. 17 on behalf of said District.

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

1435\00\cas020211arm9

CONSENT AND SUBORDINATION BY LIENHOLDER

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

By: _____

Its: _____

Date: _____

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the _____ day of _____, 2002 by _____, _____ of _____ on behalf of said Bank.

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

EXHIBIT A