

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

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF HAYS

WASTEWATER EASEMENT

Date:

Grantor: EVELYN B. FRANKE

Grantor's Mailing Address (including County):

P. O. Box 236
Kyle, Hays County, Texas 78640

Grantee: CROSSWINDS MUNICIPAL UTILITY DISTRICT

Grantee's Mailing Address (including County):

c/o Development Solutions CW, LLC
12222 Merit Drive, Suite 1020
Dallas, Texas 75251

Consideration: TEN AND NO/100 DOLLARS (\$10.00) and other valuable consideration.

Property (including any improvements):

A permanent fifteen foot (15') wide wastewater easement and temporary twenty foot (20') wide construction easement for the construction, operation, inspection, maintenance, removal, replacement, and repair of a twelve (12') inch wastewater line, together with manholes, over, upon, and across that certain 12.39 acre tract of land in Hays County, Texas, more particularly described in instrument recorded in Volume 255, Page 323 of the Official Public Records of Hays County, Texas, including the right to relocate said wastewater line within the limits of said permanent easement strip and the right to remove from said permanent easement strip all trees and parts thereof.

Said utility easement and temporary construction easement being more particularly described on Exhibit "A" attached hereto and incorporated by reference herein.

It is expressly understood and agreed that this conveyance is made by Grantor and accepted by

Grantee subject to visible and apparent easements not appearing of record and all easements presently of record in the Official Public Record's of Hays County, Texas that affect the property described in attached Exhibit "A", but only to the extent that said items are still valid and in force and effect this time. Grantor represents and warrants to Grantee that Grantor (i) has the power and authority to grant the easements contained herein, and (ii) has good and indefeasible title in and to the property described in Exhibit "A", subject only to the reservations and exceptions permitted herein.

The easements hereby granted are subject to all encumbrances and other matters of record in Hays County, Texas, and/or visible and apparent on the ground that a correct survey would reveal, to the full extent the same exist and affect the easements herein granted.

It is understood and agreed that this agreement is a conveyance of an easement only and in no way grants or conveys any part of the underlying fee simple estate of any lands owned by Grantor.

This conveyance is expressly made by Grantor and accepted by Grantee subject to the following express reservations, covenants, conditions, and reversionary provisions:

1. Grantor expressly reserves the right to the full use and enjoyment of all or any part of the Permanent Easement Strip conveyed herein for any other or further purpose that does not damage, destroy, injure and/or interfere with the use of the permanent easement conveyed herein for the purposes for which the said permanent easement is conveyed herein; provided, however, no building of any kind shall be placed, erected, or maintained within the Permanent Easement Strip.
2. Grantor expressly reserves the right to construct roads (including the right to pave with concrete, asphalt, base, or similar materials), curbing, sidewalks, utilities, and sewer lines across said Permanent Easement Strip.
3. Grantee agrees, at Grantee's sole expense, for the purpose of protecting Grantor's cattle, to install temporary fencing during the period of construction along the Temporary Easement Boundary sufficient to separate the Temporary Easement Strip and Permanent Easement Strip from Grantor's remaining portion of Grantor's Parent Tract.
4. Grantor expressly reserves the right to maintain gates and/or fences across the Permanent Easement Strip herein conveyed along the common property line with adjoining properties, provided, however, that such gates and/or fencing, do not inhibit Grantee's access to the Easement.
5. Grantor expressly reserves all oil, gas, and other minerals owned by Grantor, in, on, and under the Permanent Easement Strip conveyed herein, provided, however, that Grantor shall not be permitted to drill or operate for minerals on the surface of the said easement, but will

be permitted to extract oil and/or gas and/or other minerals from and under said Permanent Easement Strip by directional drilling or other means, so long as Grantee's use of said Permanent Easement Strip is not interfered with or disturbed.

6. Grantee agrees at the time of construction to "double ditch", being the removal of top soil storage separately from the lower strata of dirt to be replaced on the top of the construction upon completion, and bury the top of said wastewater line installed within the Permanent Easement Strip to a depth of not less than 4.5 feet.

7. Grantee agrees that, save and except for manholes, Grantee shall not construct or maintain any permanent above ground appurtenances within said Permanent Easement Strip.

8. Grantee agrees that all persons entering upon the Permanent Easement Strip or the Temporary Construction Easements under this grant shall confine themselves to the Permanent Easement Strip and the Temporary Construction Easements (until termination) for the use and purposes contemplated herein, and no trespassing or other uses shall be permitted by Grantee, its successors and assigns.

9. During construction and repair of the wastewater line, Grantee shall obligate and require the contractor to comply at all times with the applicable federal, state, and local laws, rules, regulations, and safety standards in connection with the contractor's activities within this easement.

10. Grantee shall be required and does hereby agree, after the completion of any construction, installation, repair, maintenance, replacement, or removal within the Permanent Easement Strip, to restore the Permanent Easement Strip and the Temporary Construction Easement to a condition substantially equivalent to the condition that it was in prior to the time of such construction, installation, repair, maintenance, replacement, or removal.

11. After completion of construction, Grantee shall notify Grantor in writing of the completion of construction and request an inspection from Grantor as to the condition of the Easement and a statement to the effect that the restored condition is substantially equivalent to the pre-construction condition, or a description of what is not adequately restored. Grantor shall have thirty days to respond or waive objection to the status of the restoration. Grantee expressly agrees that in the event Grantee fails to reasonably restore the Permanent Easement Strip and the Temporary Construction Easements as herein provided within a reasonable time after the completion of the construction of the underground sewer line, or fails to restore the Permanent Easement Strip as herein provided after any maintenance, replacement, or removal of the underground sewer line within a reasonable time, then Grantee shall be liable to Grantor for the reasonable cost of completing such restoration. The covenant set forth in this paragraph shall expire upon Grantor, Grantor's heirs and devisees, conveying the Property to any successor or assign.

12. Grantee agrees that upon completion of the laying of an underground sewer line and restoration of the Permanent Easement Strip and Temporary Construction Easements as herein provided, or upon the expiration of nine (9) months from the date of Owner's execution of the Wastewater Easement, whichever is sooner, the Temporary Construction Easements shall terminate and said portion of said Temporary Construction Easements outside of the Permanent Easement Strip shall revert to Grantor free and clear of any right, title and interest in Grantee.

13. Grantee agrees to and does hereby indemnify Grantor from any and all claims, loss, or cost resulting from any damage to person or damage or loss to property, including but not limited to Grantor's cattle, arising out of and to the extent caused by Grantee's use of the Permanent Easement Strip.

14. Grantee is not and shall not be construed as Grantor's agent in contracting for any improvements to the Permanent Easement Strip or in connection with Grantee's use of the Temporary Construction Easements and shall have no authority to pledge, mortgage, hypothecate or otherwise encumber any interest in the Permanent Easement Strip, except for Grantee's easement rights hereunder. As between Grantor and Grantee, Grantee shall be solely responsible for any and all mechanic's and materialman's liens or other liens or claims asserted, filed or arising out of any sewer line or appurtenance installed, placed or constructed within the Permanent Easement Strip.

15. Grantor and Grantee agree that the terms and provisions hereof shall be binding upon and shall inure to the benefit of the heirs, personal representatives, successors and assigns of Grantor and Grantee, and Grantee is expressly granted the right to assign, subject to the reservations, covenants, conditions and reversionary provisions herein, this easement.

The reservations, covenants, conditions and reversionary provisions contained herein shall run with the land and inure to the benefit of Grantor and the successive owners of any portion of Grantor's Parent Tract, and be binding upon Grantee, and the successive owners of any portion of the Permanent Easement Strip hereby conveyed.

The acceptance by Grantee of this conveyance is expressly conditioned upon and subject to the reservations, covenants, conditions and reversionary provisions provided herein, and its agreement thereto and is evidenced by Grantee causing this instrument to be recorded in the Deed Records of Hays County, Texas.

The persons and officers signing below on behalf of Grantor or Grantee personally represent and warrant that Grantor or Grantee, as the case may be, has full right and authority to execute this agreement, that the person signing below on behalf of Grantor or Grantee was authorized to do so and that the Board of Directors or other governing body of Grantor or Grantee has adopted resolutions so certifying.

This agreement and all of the terms, provisions and obligations hereof shall be covenants running with the land affected thereby and shall inure to the benefit of and be binding upon

Grantor and Grantee and their respective successors and assigns.

Grantor, for the CONSIDERATION paid to Grantor, hereby grants, sells, and conveys to Grantee, its successors and assigns, a permanent 15-foot wide wastewater easement and a 20-foot wide temporary construction easement for the purpose of placing, constructing, operating, repairing, maintaining, rebuilding, replacing, relocating and removing or causing to be placed, constructed, operated, repaired, maintained, rebuilt, replaced, relocated, and the removal of structures or improvements reasonably necessary for providing wastewater service in, upon, under and across the Property as described above.

TO HAVE AND TO HOLD the above-described wastewater easement, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee, and Grantee's successors and assigns forever; and Grantor does hereby bind itself, its heirs, executors, successors and assigns to WARRANT AND FOREVER DEFEND all and singular the 15-foot wide wastewater easement unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to the claim the same, or any part thereof, subject to the express reservations, covenants and reversionary provisions contained herein.

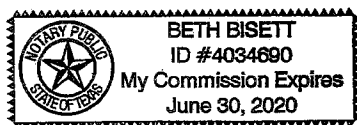
When the context requires, singular nouns and pronouns include the plural.

IN WITNESS WHEREOF this instrument is executed this 20 day of December, 2016.

Evelyn B. Franke
EVELYN B. FRANKE

THE STATE OF TEXAS
COUNTY OF HAYS

This instrument was acknowledged before me on the 20 day of December, 2016 by EVELYN B. FRANKE.



Beth Bisett
Notary Public, State of Texas

After Recording Return To:
Development Solutions CW, LLC
12222 Merit Drive, Suite 1020
Dallas, Texas 75251

0.122 ACRES
FN 15-022 FRANKE
11 NOV 2015

EXHIBIT A

CMA ENGINEERING, INC.
SURVEY FIRM NO. 10193988
1666-001

0.122 ACRES

FIELD NOTE DESCRIPTION OF 0.122 ACRES OF LAND, MORE OR LESS, OUT OF THE JOHN STEWART LEAGUE, ABSTRACT NO. 14, HAYS COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF THAT CERTAIN 12.39 ACRE TRACT CONVEYED TO ALTON J. FRANKE BY CONTRACT OF SALE AND PURCHASE RECORDED IN VOLUME 255, PAGE 323, AND A PORTION OF THAT CERTAIN 20.00 ACRE TRACT CONVEYED TO ALTON J. FRANKE BY DEED RECORDED IN VOLUME 255, PAGE 319, BOTH OFFICIAL PUBLIC RECORDS OF HAYS COUNTY TEXAS, SAID 0.122 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2 inch iron rod [Chaparral] found for the northwest corner of that certain 1.324 acre tract conveyed to County of Hays by General Warranty Deed recorded in Volume 3945, Page 79, Official Public Records of Hays County, Texas, and northeast corner of the remainder of said 12.39 acre tract, for the POINT OF COMMENCEMENT, from which a 1/2 inch iron rod [Chaparral] found at the end of a non-tangent curve bears S 47°54'15" W, a distance of 115.72 feet;

THENCE with the northeast line of the remainder of said 12.39 acre tract, N 54°33'02" W, a distance of 15.06 feet to the POINT OF BEGINNING and northeast corner of the herein described tract;

THENCE over and across the remainders of said adjacent Alton J. Franke 12.39 acre and 20.00 acre tracts the following two courses:

- 1) along a non-tangent curve to the right, having a radius of 875.00 feet, an arc length of 111.56 feet, a chord bearing of S 47°58'43" W, and a chord distance of 111.49 feet to the point of tangency, and
- 2) S 51°37'53" W, a distance of 234.29 feet to the north line of that certain Wastewater Easement recorded in Volume 3004, Page 276, Official Public Records of Hays County, Texas;

THENCE with the north line of said Wastewater Easement, S 86°29'17" W, a distance of 26.25 feet;

THENCE over and across the remainders of said 20.00 acre and 12.39 acre tracts the following two courses:

- 1) N 51°37'53" E, a distance of 255.83 feet to a point of curvature, and
- 2) along a non-tangent curve to the left, having a radius of 860.00 feet, an arc length of 107.31 feet, a chord bearing of N 48°03'24" E, and a chord distance of 107.24 feet to the northeast line of the remainder of said 12.39 acre tract;

0.122 ACRES
FN 15-022 FRANK
11 NOV 2015


EXHIBIT A

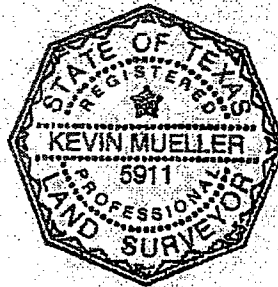
CMA ENGINEERING, INC.
SURVEY FIRM NO. 10193988
1666-001

THENCE with the northeast line of the remainder of said 12.39 acre tract, S 54°33'02" E, a distance of 15.19 feet to the POINT OF BEGINNING, containing 0.122 acres, more or less.;

I, Kevin Mueller, do hereby certify that this description and associated sketch was prepared from a survey performed under my supervision during June of 2015, and is true and correct to the best of my knowledge.

SKETCH TO ACCOMPANY FIELD NOTES

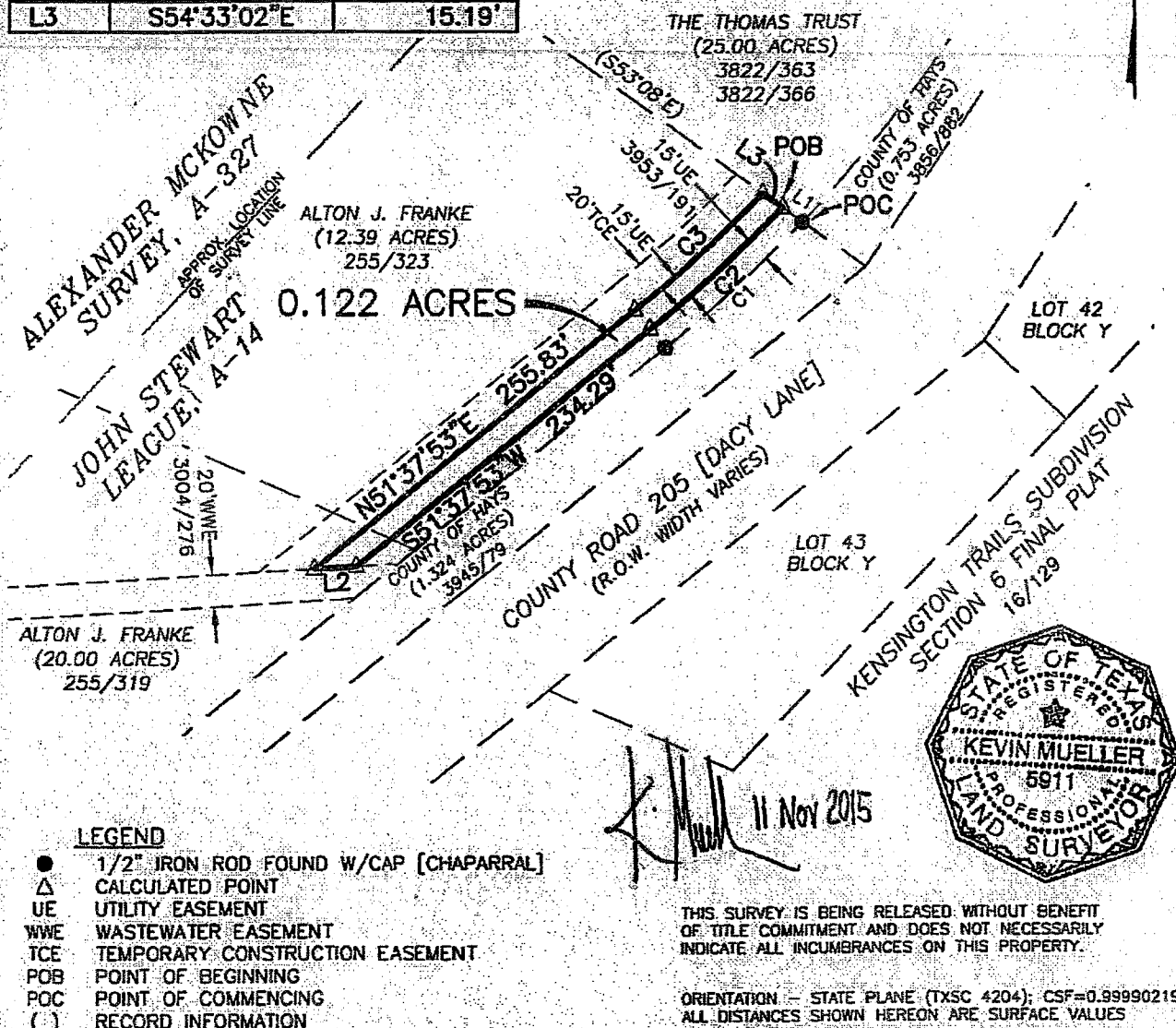

11 Nov 2015
KEVIN MUELLER, RPLS No. 5911
CMA ENGINEERING, INC.
235 LEDGE STONE DRIVE
AUSTIN, TX 78737
PHONE (512) 432-1000



DATE OF SURVEY: JUN 2015

CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	890.00'	115.80'	S47°54'15"W	115.72'
(C1)	890.00'	115.84'	N47°53'48"E	115.75'
C2	875.00'	111.56'	S47°58'43"W	111.49'
C3	860.00'	107.31'	N48°03'24"E	107.24'

LINE	BEARING	DISTANCE
L1	N54°33'02"W	15.06'
L2	S86°29'17"W	26.25'
L3	S54°33'02"E	15.19'



CMA ENGINEERING, INC.

235 LEDGE STONE DRIVE
AUSTIN, TEXAS 78737
(512) 432-1000 Fax: (512) 432-1015
Licensed Surveying Firm No. 10193988

SKETCH TO ACCOMPANY FIELD NOTES OF
0.122 ACRES
UTILITY EASEMENT
HAYS COUNTY, TEXAS



JOB: 1666-001

EXHIBIT: A

FN: 15-022 FRANKE

PAGE: 3 OF 3

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