

ACCESS AND PUBLIC UTILITY EASEMENT

DATE: December 15, 2003

GRANTOR: Mr J Michael Chargois, P O Box 204385, Austin, Travis County, Texas 78720

GRANTEE: City of San Marcos, Texas, 630 E Hopkins Street, San Marcos, Hays County, TX 78666

PROPERTY: An approximately 0.770 acre tract or parcel of land situated in the William H Van Horn Survey, A-484, in Hays County, Texas, and being a part of a 56.288 acre tract of land conveyed to J Michael Chargois by deed recorded in Volume 1798, Page 47 of the Official Public Records of Hays County, Texas, and being also a part of Lot 2 in Block A of San Marcos Toyota Subdivision as recorded in Book 9, Page 155 of the Plat Records of Hays County, Texas, and being more particularly described by metes and bounds in the Exhibit A attached hereto and incorporated herein by reference

CONSIDERATION: Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by Grantor

Grantor, for the consideration, and subject to the reservations from and exceptions to conveyance and warranty, grants, sells and conveys to the Grantee a non-exclusive easement within, across, through and over the Property for the purposes of (i) access to the facilities described in (ii) below over and across the road described in (iii) below, (ii) construction, reconstruction, installation, operation and maintenance of wastewater utility facilities, which will consist of one wastewater line 8 inches and 10 inches in size and two wastewater force main lines 4 inches and 6 inches in size, all buried a minimum of 42" below the surface, and (iii) construction, reconstruction, operation and maintenance of one all-weather access road in the location shown on Exhibit A hereto, together with a right of ingress and egress to across, over and within the Property for these purposes, to have and to hold it to Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, successors and assigns to warrant and forever defend this easement to Grantee and Grantee's successors and assigns against every person whomever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise, subject to the matters stated herein.

GRANTEE AGREES, TO THE FULL EXTENT OF THE GRANTEE'S LIABILITY UNDER APPLICABLE LAW, TO INDEMNIFY AND HOLD GRANTOR, HIS HEIRS, LEGAL REPRESENTATIVES, LESSEES, TENANTS, SUCCESSORS AND ASSIGNS, HARMLESS OF, FROM AND AGAINST ANY AND ALL LOSS, COST, EXPENSE, TAXES, SUITS, JUDGMENTS AND LIABILITIES FOR DAMAGES OR INJURIES, OF WHATSOEVER KIND, WHETHER TO PERSONS OR PROPERTY, ARISING OUT OF OR IN CONNECTION WITH THE EXERCISE BY GRANTEE, ITS OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS AND/OR ASSIGNS, OF GRANTEE'S RIGHTS GRANTED BY THIS EASEMENT, WHETHER ARISING FROM THE ACTS OR FROM THE OMISSIONS OF GRANTEE, ITS OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS AND/OR ASSIGNS, RESULTING FROM OR CAUSED BY THE CONSTRUCTION, RECONSTRUCTION, INSTALLATION, OPERATION AND/OR MAINTENANCE OR OTHER WORK ON THE WASTEWATER LINES AND RELATED FACILITIES OR THE PROPERTY BY GRANTEE, ITS OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS AND/OR ASSIGNS, SO LONG AS SUCH DAMAGES ARE NOT CAUSED OR CONTRIBUTED TO BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF GRANTOR. The foregoing indemnities shall survive termination of this easement.

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY: (i) any and all restrictions, covenants, easements, tenancies and other encumbrances of whatsoever nature, if any, relating to the Property, and all matters visible and apparent on the ground, (ii) all zoning laws, regulations and ordinances of municipal and other governmental authorities, if any, relating to the Property, (iii) the right to use the surface of the Property for any and all uses which do not unreasonably interfere with the easement herein granted, and (iv) the right to grant additional easements over, across and/or along the Property, provided that rights granted under the additional easements shall be exercised in a reasonable manner so as not to unreasonably interfere with the rights of Grantee herein. Grantor agrees to include provisions in all such additional easements that (a) Grantee must coordinate with the City of San Marcos any (1) excavation within the Property and (2) installation of any subsurface utility line, fixture or appurtenance within the Property, and (b) any subsurface utility line, fixture or appurtenance installed by or for Grantee in the Property must maintain an offset of at least five (5) feet from any utility line of the City of San Marcos in place within the Property.

In exercising the rights granted it in this easement, Grantee agrees (i) to undertake its activities in a manner which reasonably cause the least amount of disturbance of Grantor on its adjacent and nearby property and operations, (ii) to protect trees located adjacent to or nearby the Property during its construction and other operations; (iii) to comply, at all times and at its sole cost and expense, with all applicable federal, state and local laws, rules, regulations, ordinances and safety standards applicable to Grantee's activities hereunder, (iv) not to enlarge or expand the use of the Property from that currently contemplated herein, (v) to restore the surface of the Property to similar or better condition (soil and grade) existing before such work was undertaken (provided, the grade of the Property shall not be changed without Grantor's written consent), and (vi) within one hundred twenty (120) days after Grantee completes its initial construction at the Property, to provide grantor with an as-built survey reflecting the location of the wastewater lines and other facilities.

Any notice required or permitted to be delivered under this easement shall be in writing and shall be deemed received on the earlier of (i) actual receipt by mail, Federal Express or other overnight delivery service, telecopy or hand delivery, or (ii) three business days after being sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed as follows:

GRANTOR:	Mr J Michael Chargois P O Box 204835 Austin, Texas 78720
GRANTEE	City of San Marcos, Texas Attn _____ 630 E Hopkins Street San Marcos, Texas 78666

Grantor or Grantee may change his or its address for notice upon written notice to the other pursuant to the terms hereof.

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

Recognizing that the parties hereto may find it necessary from time to time to establish to lenders, mortgagees, accountants or other parties of the then current status of performance hereunder, each party bound or benefited by this easement agrees, upon written request, that he or it will from time to time, with reasonable promptness, furnish a written statement in recordable form on the status of any matter relating to this easement.

Nothing contained herein shall be construed as creating any rights in any third parties. Nothing contained herein shall be interpreted or construed to create a public dedication of the easement granted herein. It is understood and agreed that this agreement is an easement only and in no way grants or conveys any part of the underlying fee simple estate of any lands owned by Grantor.

Grantee shall not assign this easement or its rights or obligations hereunder without the prior written consent of Grantor, which consent may be granted, withheld, conditioned or delayed by Grantor in his sole discretion.

This easement and the rights and obligations of the parties thereto shall be interpreted, construed and enforced in accordance with the laws of the State of Texas.

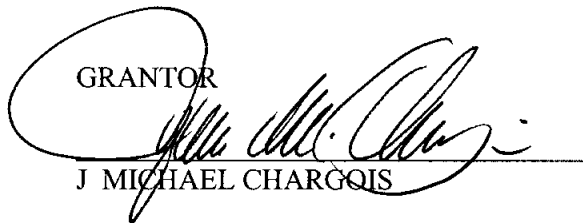
Except as may be expressly otherwise stated or provided, with respect to all required acts of the parties, time is of the essence.

Notwithstanding anything to the contrary contained in this easement, the termination or expiration of this easement, whether by lapse of time or otherwise, shall not relieve the parties of their respective obligations accruing prior to the termination or expiration of this easement, and such obligations shall survive any such expiration or other termination.

This easement may be executed in multiple counterparts or by legible facsimile copy, each of which shall constitute an original, but all of which, taken together, shall constitute one and the same instrument.

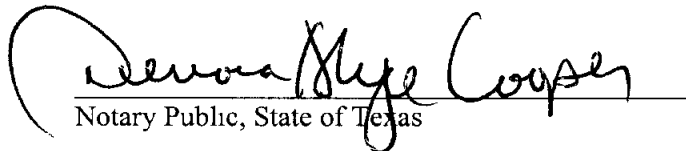
Grantee are signing below to evidence their acceptance of and agreement to all of the terms and provisions hereof.

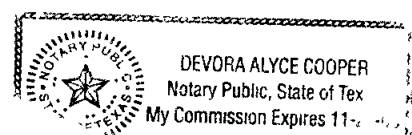
Executed effective as of the date set forth above.

GRANTOR

J MICHAEL CHARGOIS

THE STATE OF TEXAS §
 §
COUNTY OF Willamson §

This instrument was acknowledged before me on this 15th day of December, 2003, by J. Michael Chargois, proved through a driver's license to be the person whose name is subscribed to this instrument.


Notary Public, State of Texas



GRANTEE

CITY OF SAN MARCOS, TEXAS, a municipal
corporation

By *D. J.*
Name. *D. J. O'LEARY*
Title *CITY MANAGER*

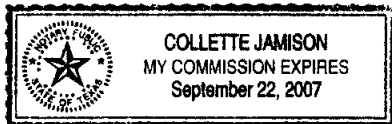
THE STATE OF TEXAS

COUNTY OF *Hays*

§
§
§

This instrument was acknowledged before me on this *9* day of *August*, 200*8*,
by *Dan O'Leary, City Manager* of the City of San Marcos, Texas, a municipal
corporation, on behalf of said entity, proved through a *known* to be the person
whose name is subscribed to this instrument.

C
Notary Public, State of Texas



AUSTIN SURVEYORS

P.O. BOX 180243
AUSTIN, TEXAS 78718

2105 JUSTIN LANE #103
(512) 454-6605

	Bk	Vol	Pg
04022974	OPR	2521	23

Accompaniment to sketch 960-1easeP

FIELD NOTES FOR 0.770 ACRES

All that certain tract or parcel of land situated in the William H. Van Horn Survey, A-484, in Hays County, Texas and being a part of a 56 288 acre tract of land conveyed to J Michael Chargois by deed recorded in Volume 1798, Page 47 of the Official Public Records of Hays County, Texas and being also a part of Lot 2 in Block A of San Marcos Toyota Subdivision as recorded in Book 9, Page 155 of the Plat Records of Hays County Texas and being more particularly described by metes and bounds as follows

BEGINNING at a point for the North corner of this tract from which point an iron pin found in the East corner of the above mentioned San Marcos Toyota Subdivision bears N 44°08'00" E 494 52 feet

THENCE S 36° 21' 10" E 273 43 feet to an angle point of this tract

THENCE S 44° 09' 31" W 357 32 feet to an angle point of this tract

THENCE S 00° 50' 29" E 14 18 feet to an angle point of this tract

THENCE S 45° 42' 09" E at 120 47 feet pass the Southeast line of the above mentioned Lot 2 and continue for a total of 398 88 feet to an angle point of this tract

THENCE S 73° 43' 21" E 27 29 feet to the PC of a curve to the right, said curve having a radius of 68 00 feet and a central angle of 27°52'52"

THENCE with the arc of the said curve 33 09 feet the long chord which bears S 59° 46' 55" E 32 76 feet to the PT of the said curve

THENCE S 45° 50' 29" E 13 11 feet to an angle point of this tract

THENCE N 44° 11' 23" E 29 18 feet to an angle point of this tract

THENCE S 45° 42' 09" E 57 11 feet to the East corner of this tract

THENCE S 44° 17' 46" W 75 00 feet to the South corner of this tract

THENCE N 45° 42' 09" W at 404 38 feet pass the Southeast line of the said Lot 2 and continue for a total of 559 88 feet to an angle point of this tract

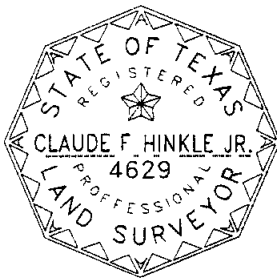
THENCE N 44° 09' 31" E 351 62 feet to an angle point of this tract

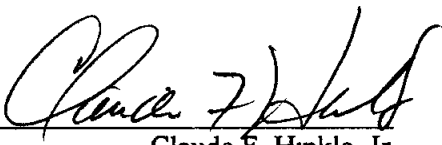
THENCE N 03° 54' 10" E 29 73 feet to an angle point of this tract

THENCE N 36° 21' 10" W 228 59 feet to an angle point of this tract

THENCE N 44° 08' 00" E 25 35 feet to the POINT OF BEGINNING containing
0 770 acres of land, more or less

I, Claude F Hinkle, Jr , a Registered Professional Land Surveyor, do hereby certify that these field notes were prepared from public records, supplemental on-the-ground surveys, and calculations made under my supervision and are correct to the best of my knowledge and belief. These field notes are to be for an access and public utility easement only. Any use by these or other persons or parties for any other purpose is expressly prohibited.





Claude F Hinkle, Jr
R P L S. No 4629

Date 02 Sept-03
960-1E doc

AUSTIN SURVEYORS
2105 Justin Lane #103
Austin, Texas 78757
512-454-8805