



## INFORMATION ABOUT ON-SITE SEWER FACILITY

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CONCERNING THE PROPERTY AT

211 COUNTY RD 402  
COLEMAN, TX 76834

### A. DESCRIPTION OF ON-SITE SEWER FACILITY ON PROPERTY:

- (1) Type of Treatment System: ☒ Septic Tank ☐ Aerobic Treatment ☐ Unknown
- (2) Type of Distribution System: DRAIN FIELD WITH LATERAL LINES ☐ Unknown
- (3) Approximate Location of Drain Field or Distribution System: EAST FRONT OF PROPERTY ☐ Unknown
- (4) Installer: \_\_\_\_\_ ☒ Unknown
- (5) Approximate Age: THREE YEARS ☐ Unknown

### B. MAINTENANCE INFORMATION:

- (1) Is Seller aware of any maintenance contract in effect for the on-site sewer facility? ☐ Yes ☒ No  
If yes, name of maintenance contractor: \_\_\_\_\_  
Phone: \_\_\_\_\_ contract expiration date: \_\_\_\_\_  
*Maintenance contracts must be in effect to operate aerobic treatment and certain non-standard on-site sewer facilities.)*
- (2) Approximate date any tanks were last pumped? \_\_\_\_\_
- (3) Is Seller aware of any defect or malfunction in the on-site sewer facility? ☐ Yes ☒ No  
If yes, explain: \_\_\_\_\_
- (4) Does Seller have manufacturer or warranty information available for review? ☐ Yes ☒ No

### C. PLANNING MATERIALS, PERMITS, AND CONTRACTS:

- (1) The following items concerning the on-site sewer facility are attached:  
☐ planning materials ☐ permit for original installation ☐ final inspection when OSSF was installed  
☐ maintenance contract ☐ manufacturer information ☐ warranty information ☐ \_\_\_\_\_
- (2) "Planning materials" are the supporting materials that describe the on-site sewer facility that are submitted to the permitting authority in order to obtain a permit to install the on-site sewer facility.
- (3) **It may be necessary for a buyer to have the permit to operate an on-site sewer facility transferred to the buyer.**

(TXR-1407) 1-7-04

Initialed for Identification by Buyer \_\_\_\_\_, \_\_\_\_\_ and Seller  \_\_\_\_\_

Page 1 of 2

211 COUNTY RD 402  
COLEMAN, TX 76834

Information about On-Site Sewer Facility concerning \_\_\_\_\_

**D. INFORMATION FROM GOVERNMENTAL AGENCIES:** Pamphlets describing on-site sewer facilities are available from the Texas Agricultural Extension Service. Information in the following table was obtained from Texas Commission on Environmental Quality (TCEQ) on 10/24/2002. The table estimates daily wastewater usage rates. Actual water usage data or other methods for calculating may be used if accurate and acceptable to TCEQ.

<u>Facility</u>	<u>Usage (gal/day) without water- saving devices</u>	<u>Usage (gal/day) with water- saving devices</u>
Single family dwelling (1-2 bedrooms; less than 1,500 sf)	225	180
Single family dwelling (3 bedrooms; less than 2,500 sf)	300	240
Single family dwelling (4 bedrooms; less than 3,500 sf)	375	300
Single family dwelling (5 bedrooms; less than 4,500 sf)	450	360
Single family dwelling (6 bedrooms; less than 5,500 sf)	525	420
Mobile home, condo, or townhouse (1-2 bedroom)	225	180
Mobile home, condo, or townhouse (each add'l bedroom)	75	60

This document is not a substitute for any inspections or warranties. This document was completed to the best of Seller's knowledge and belief on the date signed. Seller and real estate agents are not experts about on-site sewer facilities. Buyer is encouraged to have the on-site sewer facility inspected by an inspector of Buyer's choice.

DocuSigned by:  
  
11/14/2023  
Signature of Seller Date  
**JEFFREY KYLE SHIRLEY**

Signature of Seller Date

Receipt acknowledged by:

Signature of Buyer Date

Signature of Buyer Date

SCHEDULE B - Page 2  
EXCEPTIONS FROM COVERAGE

GF Number: 013522

10. Upon determination that the proposed insured property is being assessed for tax purposes other than agricultural and at a fair market value and the payment of the additional premium required for this amendment, Item No. 5, Schedule B, will be amended to read as follows, in the Mortgagee Policy: "STANDBY FEES, TAXES AND ASSESSMENTS FOR THE YEAR 2022 AND SUBSEQUENT YEARS, NOT YET DUE AND PAYABLE".
11. Item No. 2, Schedule B, will be amended to read, "SHORTAGES IN AREA" ; in the Mortgagee's Title Policy if we are furnished a survey prepared by an approved licensed surveyor who certifies that there are no discrepancies, conflicts in boundary lines, or any encroachments, or any overlapping of improvements.
12. Visible and apparent easements on or across the property covered by this policy which may not appear of record (This item will not appear on Schedule B of the policy if a survey is provided by any approved surveyor showing no such easements)
13. "Rights of parties in possession "shown in Schedule B of this commitment will be deleted from the Owner's Title Policy ONLY if an inspection is made and paid for which show no parties in possession other than the purchasers. If such an inspection is not required, the purchaser must sign a Waiver of Inspection and acknowledge that they understand that the Owner's Title Policy will be issued subject to the rights of parties in possession.
14. The following matter and all terms, of the documents creating or offering evidence of the matters:
  - A) ANY LIEN OR LIENS CREATED IN THE INSTRUMENTS OF CONVEYANCE AND/OR ANY SECURITY INSTRUMENTS WILL APPEAR AS THE LIEN EXCEPTION IN THE OWNER'S TITLE POLICY AND AS THE LIEN TO BE INSURED IN SCHEDULE A OF THE MORTGAGEE'S TITLE POLICY, IF ONE IS ISSUED.
  - B) EASEMENT DATED OCTOBER 30, 2017, OF RECORD IN VOLUME 116, PAGE 458, OFFICIAL PUBLIC RECORDS OF COLEMAN COUNTY, TEXAS.
  - C) SUBJECT TO WATER AGREEMENT DATED OCTOBER 5, 2017, OF RECORD IN VOLUME 115, PAGE 562, OFFICIAL PUBLIC RECORDS OF COLEMAN COUNTY, TEXAS.
  - D) UTILITY EASEMENT DATED JANUARY 26, 1996, OF RECORD IN VOLUME 666, PAGE 192, DEED RECORDS OF COLEMAN COUNTY, TEXAS.
  - E) WATERLINE EASEMENT DATED JUNE 7, 1989, OF RECORD IN VOLUME 616, PAGE 699, DEED RECORDS OF COLEMAN COUNTY, TEXAS.
  - F) ANY PORTION OF THE PROPERTY HEREIN DESCRIBED WHICH FALLS WITHIN THE BOUNDARIES OF ANY ROAD OR ROADWAY.

116  
458

**Easement Agreement for Water Line**

**Date:** October 30, 2017

**Grantor:** DALE WATSON and wife, BETTY WATSON, as their community property  
570 FM 568  
COLEMAN, TEXAS 76834

**Grantee:** DANNY BOGART, a single person  
810 HWY 84  
COLEMAN, TEXAS 76834

**Dominant Estate Property:**

**2.00 Acres** of land in Coleman County, Texas, being out of the R. J. Clow Survey 735, Abstract 102, said 2.00 acres being a part of that 50.1 acre tract of land described in the deed from Stephen Ray Davis to Dale Watson dated October 31, 2016 and recorded in Volume 103, Page 522, Coleman County Official Public Records and being more fully described by metes and bounds and shown on survey plate in attached Exhibit "A."

**Easement Property:** Water line to be located South of Memory Lake Road - County Road 402 in Coleman County, Texas. This line is to run parallel to Memory Lake Road - County Road 402 to a meter located at the North-East Corner of the 2.00 Acres attached as Exhibit "A". The water line shall be constructed inside the fence lines of Dale Watson's property being the North portion of that 50.1 acre tract of land described in deed from Stephen Ray Davis to Dale Watson dated October 31, 2016 and recorded in Volume 103, Page 522, Coleman County Official Public Records and being more fully described by

**Easement Purpose:** For the installation, construction, operation, maintenance, replacement, repair, upgrade, and removal of a Water Line, Master Meter for the Water line, and water related facilities (collectively, the "Facilities").

**Consideration:** Good and valuable consideration, the receipt and sufficiency of which are acknowledged by Grantor.

**Reservations from Conveyance:**

- A. For Grantor and Grantor's heirs, successors, and assigns forever, a reservation of the free, uninterrupted and use of, and a separate right to maintain, a nonexclusive easement over the passageway described in this document and location of the property.
- B. Grantee's use of this water line is restricted to one tap only and water usage shall not exceed single-family household use only or the equivalent.
- C. For Grantor and Grantor's Heirs, successors, and assigns forever, a reservation of the right to interrupt Grantee's water use ONLY for failure to pay for water use after

proper written notice is delivered to Grantee 30 days prior to disconnect.

**Exceptions to Warranty:** None.

**Grant of Easement:** Grantor, for the Consideration and subject to the Reservations from Conveyance and Exceptions to Warranty, grants, sells, and conveys to Grantee and Grantee's heirs, successors, and assigns an easement over, on, and across the Easement Property for the Easement Purpose, together with all and singular the rights and appurtenances thereto in any way belonging (collectively, the "Easement"), to have and to hold the Easement to Grantee and Grantee's heirs, successors, and assigns. Grantor binds Grantor and Grantor's heirs, successors, and assigns to warrant and defend the title to the Easement in Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the Easement or any part of the Easement, except as to the Reservations from Conveyance and Exceptions to Warranty, to the extent that such claim arises by, through, or under Grantor but not otherwise.

**Terms and Conditions:** The following terms and conditions apply to the Easement granted by this agreement:

1. *Character of Easement.* The Easement is appurtenant to, runs with, and inures to the benefit of all or any portion of the Dominant Estate Property, whether or not the Easement is referenced or described in any conveyance of all or such portion of the Dominant Estate Property. The Easement is nonexclusive and irrevocable. The Easement is for the benefit of Grantee and Grantee's heirs, successors, and assigns who at any time own any interest in the Dominant Estate Property (as applicable, the "Holder").

2. *Duration of Easement.* The duration of the Easement is limited to so long as the City of Coleman or its successor provides water to the master meter located on the Easement Property.

3. *Reservation of Rights.* Holder's right to use the Easement Property is nonexclusive, and Grantor reserves for Grantor and Grantor's heirs, successors, and assigns the right to use all or part of the Easement Property in conjunction with Holder as long as such use by Grantor and Grantor's heirs, successors, and assigns does not interfere with the use of the Easement Property by Holder for the Easement Purpose, and the right to convey to others the right to use all or part of the Easement Property in conjunction with Holder, as long as such further conveyance is subject to the terms of this agreement.

4. *Secondary Easement.* Holder has the right (the "Secondary Easement") to use as much of the surface of the property that is adjacent to the Easement Property ("Adjacent Property") as may be reasonably necessary to install and maintain the Facilities within the Easement Property that are reasonably suited for the Easement Purpose. However, Holder must promptly restore the Adjacent Property to its previous physical condition if changed by use of the rights granted by this Secondary Easement.

5. *Improvement and Maintenance of Easement Property.* Improvement and maintenance of the Easement Property and the Facilities will be at the shared expense of Holder and Grantor and Grantor's heirs, successors, and assigns. Holder has the right to eliminate any encroachments into the Easement Property. Holder must maintain the Easement Property in a neat and clean condition. Holder has the right to construct, install, maintain, replace, and remove the Facilities under or across any portion of the Easement Property. All matters concerning the

Facilities and their configuration, construction, installation, maintenance, replacement, and removal are at Holder's sole discretion, subject to performance of Holder's obligations under this agreement. Holder has the right to remove or relocate any fences within the Easement Property or along or near its boundary lines if reasonably necessary to construct, install, maintain, replace, or remove the Facilities, subject to replacement of the fences to their original condition on the completion of the work.

6. *Payment of Utility Bill.* Grantor and Grantor's heirs, successors, and assigns shall be responsible for promptly paying to the City of Coleman or its successor, the entire water utility bill. Upon receipt of the utility bill, Grantor will promptly notify Grantee of the amount due and payable. Grantee and Grantee's heirs, successors, and assigns shall be responsible for checking and maintaining Grantee's personal water meter. Grantee must report to Grantor any discrepancies in billing by proper written notice, otherwise said discrepancies shall be considered waived.

7. *Equitable Rights of Enforcement.* This Easement may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm, and will be obtainable only by the parties to or those benefited by this agreement; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.

8. *Attorney's Fees.* If either party retains an attorney to enforce this agreement, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.

9. *Binding Effect.* This agreement binds and inures to the benefit of the parties and their respective heirs, successors, and permitted assigns.

10. *Choice of Law.* This agreement will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in the county or counties in which the Easement Property is located.

11. *Waiver of Default.* It is not a waiver of or consent to default if the nondefaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this agreement does not preclude pursuit of other remedies in this agreement or provided by law.

12. *Further Assurances.* Each signatory party agrees to execute and deliver any additional documents and instruments and to perform any additional acts necessary or appropriate to perform the terms, provisions, and conditions of this agreement and all transactions contemplated by this agreement.

13. *Indemnity.* Each party agrees to indemnify, defend, and hold harmless the other party from any loss, attorney's fees, expenses, or claims attributable to breach or default of any provision of this agreement by the indemnifying party.

14. *Entire Agreement.* This agreement and any exhibits are the entire agreement of the parties concerning the Dominant Estate Property, the Easement Property, and the grant of the Easement by Grantor to Grantee. There are no representations, agreements, warranties, or promises, and neither party is relying on any statements or representations of any agent of the other party, that are not expressly set forth in this agreement and any exhibits.

15. *Legal Construction.* If any provision in this agreement is for any reason

unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof, and this agreement will be construed as if the unenforceable provision had never been a part of the agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Article and section headings in this agreement are for reference only and are not intended to restrict or define the text of any section. This agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.

16. **Notices.** Any notice required or permitted under this agreement must be in writing. Any notice required by this agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

17. **Recitals.** Any recitals in this agreement are represented by the parties to be accurate, and constitute a part of the substantive agreement.

18. **Time.** Time is of the essence. Unless otherwise specified, all references to "days" mean calendar days. Business days exclude Saturdays, Sundays, and legal public holidays. If the date for performance of any obligation falls on a Saturday, Sunday, or legal public holiday, the date for performance will be the next following regular business day.

  
DALE WATSON, Grantor

  
BETTY WATSON, Grantor

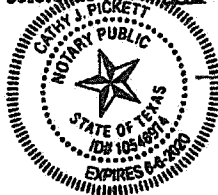
  
DANNY BOGART, Grantee

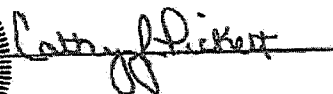
STATE OF TEXAS

COUNTY OF COLEMAN

This instrument was acknowledged before, ~~mailed~~ on 30 day October 2017,  
by DALE WATSON.

(SEAL)





00881636 BK

Y91 482

Notary Public

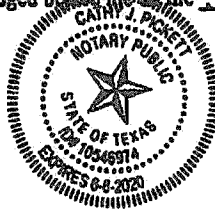
STATE OF TEXAS

§  
§  
§

COUNTY OF COLEMAN

This instrument was acknowledged before me on the 30 day October 2017,  
by BETTY WATSON.

(SEAL)



Cathy J. Pickett  
Notary Public

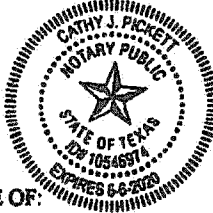
STATE OF TEXAS

§  
§  
§

COUNTY OF COLEMAN

This instrument was acknowledged before me on the 30 day October 2017,  
by DANNY BOGART.

(SEAL)



Cathy J. Pickett  
Notary Public

PREPARED IN THE OFFICE OF:

SARA LEMOINE KNOX  
PO BOX 584  
COLEMAN, TX 76834  
Tel: 325-625-5777  
Fax: 325-625-4777

**EXHIBIT "A"**

**2.00 ACRES** of land in Coleman County, Texas, being out of the R. J. Clow Survey 735, Abstract 102, said 2.00 acres being a part of that 60.1 acre tract of land described in the deed from Stephen Ray Davis to Dale Watson dated October 31, 2016, and recorded in Volume 103, Page 522, Coleman County Official Public Records.

**BEGINNING** at a 1/2" iron stake set for the Northeast corner of this tract, said point being located 298.67' N89°29'10"W (dead data = 298.67' West) of the Northeast corner of said Dale Watson 60.1 acre tract, said Northeast corner of said 60.1 acre tract being reported to be the Northwest corner of Block A of the McCord, Lindsay & Bowen Subdivision of part of said Survey 735, said Subdivision plat being recorded in Volume U, Page 510, Coleman County Deed Records.

**THENCE** 89°08'28"W 349.30' to a 1/2" iron stake set for the Southeast corner of this tract.

**THENCE** N89°29'10"W 250.00' to a 1/2" iron stake set for the Southwest corner of this tract, said point being located on the East line of the Bobby James and Carol Ann Weaver 4.30 acre tract (Volume 639, Page 524, Deed Records), said point also being located 57.40' N26°18'37"E of an iron corner fence post.

**THENCE** N0°08'28"E 349.30' to a 1/2" iron stake set for the Northwest corner of this tract, said point being located at the Northeast corner of said Bobby James and Carol Ann Weaver 4.30 acre tract, said 1/2" iron stake also being located S91.22' S89°29'10"E of an iron corner post found at the Northeast corner of the R.A.L. Ranch 541.1 acre tract (Volume 87, Page 512, Official Public Records), said 1/2" iron stake also being located 3.14' S76°50'34"E of a cross tie corner fence post.

**THENCE** 889°29'10"E 250.00' along the South line of Memory Lake Road (County Road 402) to the place of beginning, this tract containing 2.00 acres, more or less, as shown on the accompanying plat. Bearings given herein are relative to True North at the 99°27'00"W longitudinal meridian as determined from GPS observations. Distances and areas given herein reflect horizontal surface measurements. Set 1/2" iron stakes and 1/4" all thread iron stakes capped with a red plastic identifier cap having the text NEEDHAM SURVEYORS 1-877-626-2257 SURVEYING SINCE 1945.

00881436 BK

Y91 482

FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS  
On: Nov 01:2017 at 01:27P

Document Number: 00001436

Amount 46.00

By  
Stacey Mendoza

Colombia County Clerk  
ANY PROVISION HEREIN WHICH RESTRICTS  
THE SALE, RENTAL OR USE OF THE  
DESCRIBED REAL PROPERTY BECAUSE OF  
COLOR OR RACE IS INVALID AND  
UNENFORCEABLE UNDER FEDERAL LAW.



115  
562

00881509 BK

Vol 115 Pg 562

### **AGREEMENT TO PROVIDE TREATED WATER**

This Agreement to Provide Treated Water (hereinafter called the "Agreement") is made and entered into effective October 5, 2017 (the "Effective Date"), by and between the City of Coleman, Texas, a municipal corporation in Coleman County, Texas, acting under the laws of the State of Texas (hereinafter the "City"), and Dale Watson, an individual residing at Watson-County Rd 402 (hereinafter the "Customer").

#### **WITNESSETH**

WHEREAS, the Customer desires to connect to the City water system and purchase treated water for his property located in the extraterritorial jurisdiction of the City; and

WHEREAS, the City agrees to allow the Customer to connect to the City water system and purchase treated water on the terms and conditions provided in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the City agrees to allow the Customer to connect to the City water system and purchase treated water under the terms and conditions and for the consideration set forth herein:

1. **POINT OF DELIVERY.** The point for delivery of water to Customer from the City shall be at the City main on 5<sup>th</sup> Avenue inside the City limits (the "Point of Delivery").

2. **MEASURING EQUIPMENT.** At the Point of Delivery, the City shall furnish and install, at its expense, metering equipment, which shall be a master meter, provided that it has a master meter in its inventory of equipment. If the City does not have a master meter in its inventory of equipment, the Customer shall pay the City the sum of \$550.00 to provide and install the master meter. The City shall operate and maintain the master meter and will provide the labor to operate and maintain the equipment, at the Customer's expense. The Customer shall pay for all repair parts and for replacement of metering equipment, if such is required.

3. **EXTENSION OF PRIVATE LINE.** The Customer, at its sole cost and expense, shall be responsible to extend a two inch (2") private water line to the Point of Delivery.

4. **BACKFLOW PREVENTION DEVICE.** The Customer shall install, at its sole cost and expense, a backflow prevention device between the private water line and the City water main.

5. **CONNECTION TO CITY MAIN/MASTER METER.** After the extension of the Customer's private water line, the City will, after payment of all applicable fees by the Customer as set forth herein, using City staff or contractors, connect the Customer's private line to the City main and master meter. The Customer shall pay to the City, upon execution of this Agreement, the sum of \$35.00 for connection of private water line to the City main/master meter, \$20.00 new

service fee, the cost of the master meter as stated above, if applicable, and a deposit in the amount of \$60.00.

6. **QUANTITY: PRESSURE**

A. Subject to the provisions of this Agreement, the City agrees to use its best efforts to provide to the Point of Delivery a quantity of treated water sufficient for residential use on the Customer's property. The City will use its best efforts to remain in a position to furnish water as agreed herein to be sold to Customer, but its obligations shall be limited in accordance with the ability of the City to provide sufficient quantities of water to water customers inside the City limits. Temporary or partial inability to deliver treated water shall be remedied with all possible dispatch.

B. Customer acknowledges and agrees that the City is not responsible for maintaining or providing a specified pressure or flow at the Point of Delivery, and Customer will be responsible for high or low pressure in their private water line.

7. **QUALITY**. The City shall use its best efforts to provide treated water to the Delivery Point in accordance with quality standards established by State law and the Texas Commission on Environmental Quality. Temporary inability to deliver treated water in accordance with such quality standards shall be remedied with all dispatch.

8. **RESPONSIBILITY FOR PRIVATE WATER LINE AND WATER**. Once the City delivers treated water to the Point of Delivery, the City's responsibility under this Agreement shall cease. After the Point of Delivery, Customer acknowledges and agrees that the City shall have no responsibility for the quality of water, including, without limitation, proper chlorine residuals, the pressure of the water, and/or leaks in the private water line and the Customer agrees that the same shall be his sole responsibility and maintained at his sole cost and expense.

9. **BILLING, PRICE AND TERMS**. The City shall read the master meter monthly, shall bill the Customer and Customer shall pay the bill, all in accordance with Article 13.03 of the City Code of Ordinances. Customer shall be billed the rates applicable to outside the City limits, residential customers, which rates may be amended from time to time. Customer shall be subject to discontinuance of service in accordance with Section 13.03.002 of the Code of Ordinance for failing to pay any applicable charge.

10. **DROUGHT CONDITIONS**. The Customer agrees to participate with the City and any other entities persons and entities purchasing water from the City in coordinated drought contingency planning during the term of this Agreement. The Customer agrees to comply with the water conservation program enacted by the Coleman Drought Contingency Plan and the measures contained therein, as may be amended from time to time by the City. The failure to comply with the Coleman Drought Contingency Plan may result in termination of this

Agreement and/or the Customer being liable for penalties as provided for in the Coleman Drought Contingency Plan.

11. **LIMITATIONS ON USE.** All water provided to the Customer by the City under this Agreement is only for the residential use of the Customer. Customer shall not resell any water purchased under this Agreement without the prior express written consent of the City. As a condition for the City to consider allowing the reselling of water, the Customer shall have the purchaser of water sign a form provided by the City that the purchaser understands and acknowledges that its purchase is subject to the terms of this Agreement.

12. **ASSIGNMENT.** This Agreement, or any right, benefit or obligation pursuant to it, may not be assigned in part or as a whole by the Customer without the prior written consent of the City.

13. **TERMINATION.** The City may terminate this Agreement at any time, and for any reason, upon ninety (90) days prior written notice to Customer, whereupon all obligations to provide water herein shall cease.

14. **REGULATORY BODIES.** This Agreement shall be subject to all valid rules, regulations and laws applicable hereto, passed or promulgated by the United States of America, the State of Texas, or any governmental body or agency of either.

15. **RECORDATION.** This Agreement may be filed in the official public records of Coleman County so as to bind subsequent purchasers of the Customer's property.

16. **NOTICES.** All notices or communications provided for herein shall be in writing and shall be delivered to the City or the Customer, or if mailed shall be sent by certified mail, return receipt requested, postage prepaid, addressed to the respective party as follows:

Dale Watson  
570 FM 568  
Coleman, TX 76834

City Manager  
City of Coleman  
200 W. Liveoak St.  
P.O. Box 592  
Coleman, TX 76834

17. **TERM OF AGREEMENT.** The term of this Agreement shall be from the Effective Date until terminated earlier as provided herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed in several counterparts, each of which shall constitute an original.

CITY OF COLEMAN, TEXAS

ATTEST:

00881509 BK

Vol 113 Pg 528

By: Tommy Sloan  
Tommy Sloan, MayorBy: Karen Langley  
Karen Langley, City Secretary

CUSTOMER

By: Dale Watson  
Dale Watson

STATE OF TEXAS §

COUNTY OF COLEMAN §

Before me, the undersigned authority, a Notary Public in and for Coleman County, Texas, on this day personally appeared Tommy Sloan, Mayor of the City of Coleman, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed in the capacity therein indicated.

Given under my hand and seal of office this Oct. day of 5<sup>th</sup>, 2017.



Karen Langley  
Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF COLEMAN §

Before me, the undersigned authority, a Notary Public in and for Coleman County, Texas, on this day personally appeared Dale Watson, individually, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed in the capacity therein indicated.

Given under my hand and seal of office this 11<sup>th</sup> day of Oct., 2017.

00881509 8k

Y91

522



*Karen Langley*  
\_\_\_\_\_  
Notary Public, State of Texas

**Disinfectant Residuals in the Distribution System**

As noted in the rules and definitions below, a public water system is required to maintain a disinfectant residual in the distribution system. Because the distribution system definition technically excludes potable water customer service lines, therefore you are responsible for a disinfectant residual in your distribution system but not in the customer's service lines.

[REDACTED]

(22) **Distribution system**—A system of pipes that conveys potable water from a treatment plant to the consumers. The term includes pump stations, ground and elevated storage tanks, potable water mains, and potable water service lines and all associated valves, fittings, and meters, but excludes potable water customer service lines.

(78) **Service line**—A pipe connecting the utility service provider's main and the water meter, or for wastewater, connecting the main and the point at which the customer's service line is connected, generally at the customer's property line.

00881509 Bk

Y91

528

FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS  
On: Oct 11, 2017 at 10:23A

Document Number: 00001509

Amount 46.00

Stepes Mendoza  
Coleman County Clerk

CS  
Fish McMillan, Deputy  
Coleman County

ANY PROVISION WHICH RESTRICTS  
THE SALE, RENTAL OR USE OF THE  
DESCRIBED REAL PROPERTY BECAUSE OF  
COLOR OR RACE IS INVALID AND  
UNENFORCEABLE UNDER FEDERAL LAW.



WTU Form  
2005-193  
Revised 11-94

ORIGINAL

## EASEMENT AND RIGHT OF WAY

The State of Texas

COUNTY OF COLEMAN

KNOW ALL MEN BY THESE PRESENTS:

That we CITY OF COLEMAN of COLEMAN County, Texas, for

and in consideration of the sum of ONE DOLLAR AND OTHER CONSIDERATION DOLLARS to us cash in hand paid by the WEST TEXAS UTILITIES COMPANY, a private Corporation, the receipt of which is hereby acknowledged, have bargained, sold and conveyed and by these presents do hereby bargain, sell and convey unto the said WEST TEXAS UTILITIES COMPANY, a private corporation, its successors and assigns, an easement and right of way across the following described real estate situated in COLEMAN County, Texas, with the right to construct, relocate, operate, patrol, maintain and repair its electric line and telecommunications line, along said easement for said purposes and including necessary poles, foundations, and fixtures, and authority for cutting and trimming all trees along the line necessary to keep the wires cleared and with the right to set the necessary guy and brace poles and to maintain the needed guy wires, together with the right of ingress and egress across said property for the above named purposes. Said real estate across which said easement is granted being described as follows:

BEING OUT AND A PART OF THE R.J. CLOW SURVEY NO. 735, THE WM. H. KING SURVEY NO. 737, THE MA.DOL. JESUSA TREVINO SURVEY NO. 669, AND THE MIGUEL BENITES SURVEY NO. 670, COLEMAN COUNTY, TEXAS.

Said easement along which said electric line extends is described as follows:

BEING A BLANKET UTILITY EASEMENT FOR THE POWER LINES AND RELATED DISTRIBUTION FACILITIES SHOWN ON THE ATTACHED EXHIBIT "A".

Grantor realizes that the general course of said line, as above described, is based on preliminary surveys only, and Grantor hereby agrees that the easement hereby granted shall apply to the actual location of said line when constructed.

TO HAVE AND TO HOLD the above described easement, rights, and privileges unto the said WEST TEXAS UTILITIES COMPANY, its successors and assigns forever so long as same are used for said purposes.

The said WEST TEXAS UTILITIES COMPANY easement strip covers \_\_\_\_\_ acres at \$ \_\_\_\_\_ per acre, and shall include \_\_\_\_\_ poles at \$ \_\_\_\_\_ each and \_\_\_\_\_ anchors or guys at \$ \_\_\_\_\_ each. In the event it becomes necessary to install additional poles or anchors in the easement, such poles and anchors shall be paid for at the rate of \$ \_\_\_\_\_ each, and upon the payment of said sums the right is hereby granted to erect such poles and anchors in excess of the above mentioned number.

GRANTOR RETAINS the right to use for Grantor's own purpose the land covered by said easement as long as such does not interfere with the easement and rights herein granted. However, Grantor shall not erect, locate or permit the erection or location of any structure of any type whatever within the easement strip described above, but Grantor may fence any or all of said property. WEST TEXAS UTILITIES COMPANY shall have ingress and egress at any and all times, to, from and along the land covered by this easement.

The said WEST TEXAS UTILITIES COMPANY, shall be liable and agrees to pay for such damage incurred to growing crops or to cultivated land prepared for planting at the time said line is constructed and such damage shall be based and arrived at by measuring the length and breadth of said crops or lands destroyed or trampled down and reduced to acres or fractional parts of an acre, the payment of such crops destroyed shall be based on production per acre or fraction of acre and at the market value of such crop at the time destroyed. Damage to land prepared for planting shall be paid for by reducing the amount of land damaged, to acres or fractional parts of acres and figured at the rate of \$ \_\_\_\_\_ per acre for preparing such lands for planting. No verbal agreement shall be binding on the company. Any special agreement, other than incorporated in this easement, shall be made in writing and made a part of this easement and presented to the company for approval.

We hereby warrant unto the said WEST TEXAS UTILITIES COMPANY, its successors and assigns, that we have the title to said property and have the right to convey said easement and that we will forever warrant and defend the title to same to the said WEST TEXAS UTILITIES COMPANY, its successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof so long as said easement is used for said purposes for which it is granted.

WITNESS BY hand OR this the \_\_\_\_\_ day of \_\_\_\_\_ A.D., 19 96

WEST TEXAS UTILITIES COMPANY  
P.O. BOX 5021  
SAN ANGELO, TEXAS 76902  
ATTN: ENGINEERING DEPT.

CITY OF COLEMAN

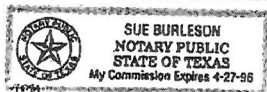
BY: Woodrow J. Maddox  
WOODROW J. MADDOX, MAYOR

THE STATE OF TEXAS  
County of COLEMAN

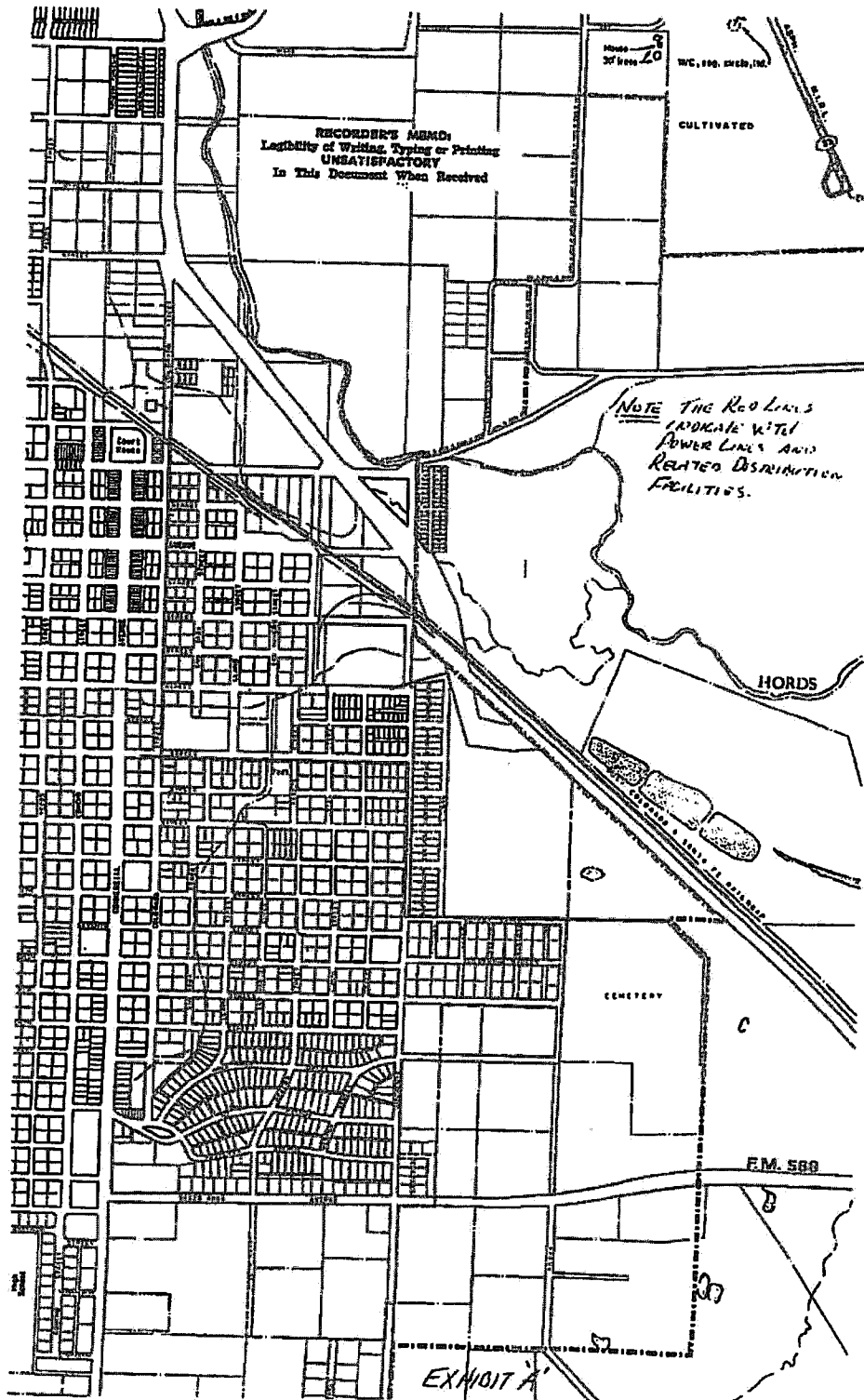
Before me, the undersigned authority, on this day personally appeared WOODROW J. MADDOX, MAYOR OF THE CITY OF COLEMAN

known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the 26th day of January, A.D., 19 96



NOTARY PUBLIC



File Number: 946

Filed for Record: April 25, 1996 at 2:40 PM

JoAnn Hale, County Clerk

Recorded: April 26, 1996 at 10:20 AM

Coleman County, Texas

By: Doris Williams

Deputy

Doris Williams

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616  
699

/ms

**WATERLINE AGREEMENT**

STATE OF TEXAS                    §  
COUNTY OF COLEMAN               §

BE IT KNOWN that we, DON R. BABER, C.M. DAVENPORT, and MARIAN L. JOHNSON are the owners of a two-inch (2.0") waterline which extends from the city limits of the City of Coleman westward along the South line of the Old Memory Lake Road approximately 2,200 feet to the Northeast corner of a tract of land which is owned by Don R. Baber out of the R.J. Clow Survey No. 735, Abstract No. 102 in Coleman County, Texas. The entire cost of installing this waterline was paid for by the undersigned, and each party has a water meter on their respective property along the waterline for his use and benefit. There are no other water meters on the waterline except the master meter located at the city limits.

As part of the consideration for the expenditure of the costs by each of the said parties for the construction of such pipeline, it was further agreed and is further agreed that such waterline is and shall be for the sole use and benefit of the undersigned, their successors and assigns.

That there will not be more than the current three water meters used to take water from such waterline without the prior written agreement of all three parties hereto, their successors and assigns. In the event the parties hereto agree to allow a fourth party to take water from the waterline and a consideration is paid, the consideration shall be allocated between the parties hereto in a ratio equal to the pro rata share each contributed to the total cost of the waterline.

WITNESS OUR HANDS this 7<sup>th</sup> day of June, 1989.

Don R. Baber  
DON R. BABER  
C.M. Davenport  
C.M. DAVENPORT  
Marian L. Johnson  
MARIAN L. JOHNSON

700

STATE OF TEXAS

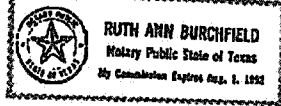
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COUNTY OF COLEMAN

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This instrument was acknowledged before me on this 7<sup>th</sup>  
day of June, 1989 by DON R. BABER.

Print Name of Notary



Ruth Ann Burchfield  
Notary Public in and for  
The State of Texas

My Commission Expires:

STATE OF TEXAS

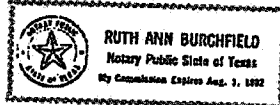
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COUNTY OF COLEMAN

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This instrument was acknowledged before me on this 12<sup>th</sup>  
day of June, 1989 by C.M. DAVENPORT.

Print Name of Notary



Ruth Ann Burchfield  
Notary Public in and for  
The State of Texas

My Commission Expires:

STATE OF TEXAS

§

COUNTY OF COLEMAN

§

This instrument was acknowledged before me on this 7<sup>th</sup>  
day of June, 1989 by MARIAN L. JOHNSON.

Print Name of Notary



Ruth Ann Burchfield  
Notary Public in and for  
The State of Texas

My Commission Expires:

FILE NUMBER: 1601FILED FOR RECORD: June 12, 1989 at 2:35 PM GLENN THOMAS, COUNTY CLERKRECORDED: June 13, 1989 at 10:30 AM COLEMAN COUNTY, TEXAS

BY: Doris Williams DEPUTY  
Doris Williams

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