

GEORGETOWN UTILITY EASEMENT

STATE OF TEXAS

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§ KNOW ALL MEN BY THESE PRESENTS:

§

COUNTY OF WILLIAMSON

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This Agreement (this "Agreement") is made on the ____ day of _____, 20____, at Georgetown, Texas, between Williamson County,, Texas, a political subdivision of the State of Texas, whose address is 710 Main Street, Suite 101, Georgetown, Texas 78626 (hereinafter referred to as "Grantor"), and the City of Georgetown, a Texas home-rule municipal corporation, whose address is P.O. Box 409 Georgetown, Texas 78627, ATTN: Georgetown City Secretary (herein referred to as "Grantee").

1. For the good and valuable consideration described in Paragraph 2 below, Grantor hereby GRANTS, SELLS and CONVEYS to Grantee, its successors and assigns, a non-exclusive easement and right-of-way (the "Easement") for the placement, construction, operation, repair, maintenance, replacement, upgrade, rebuilding, relocation and/or removal of utility lines and related facilities (collectively, the "Facilities") on, over, under, and across the following described property of the Grantor, to wit:

Being all that certain tract, piece or parcel of land lying and being situated in the County of Williamson, State of Texas, being more particularly described by metes and bounds in **Exhibit A** and by diagram in **Exhibit B** attached hereto and made a part hereof for all purposes (herein sometimes referred to as the "Easement Area" or the "Property").

2. The Easement and the rights and privileges herein conveyed, are granted for and in consideration of the sum of One and No/100 Dollars (\$1.00) and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt and sufficiency of which is hereby acknowledged and confessed.
3. The Easement, with its rights and privileges, shall be used only for the purpose of placing, constructing, operating, repairing, maintaining, rebuilding, replacing, upgrading, relocating, and/or removing the Facilities.
4. The duration of the Easement is perpetual.
5. Grantor and Grantor's heirs, personal representatives, successors, and assigns are and shall be bound to WARRANT and FOREVER DEFEND the Easement and the rights conveyed in this Agreement to Grantee and Grantee's successors and assigns, against every person lawfully claiming or to claim all or any part thereof.
6. The Easement and the rights and privileges granted by this instrument are NON-EXCLUSIVE. However, Grantor and Grantor's successors and assigns shall not convey any other easement, license or conflicting right to use the Easement Area for any purpose which will directly interfere with or prevent Grantee's use thereof or that would otherwise damage the Facilities. In the event that Grantor desires to convey an easement on, over, under, or across the Easement Area to an individual or entity who is not a party hereto, Grantor must obtain Grantee's prior consent and Grantee shall consent to such conveyance provided Grantee determines that the proposed easement will not (a) directly interfere with or prevent Grantee's use of the Easement and the rights and privileges granted by this instrument; or (b) otherwise damage the Facilities.
7. This Agreement contains the entire agreement between the parties relating to its subject matter. Any oral representations or modifications concerning this Agreement shall be of no force and effect. Any subsequent amendment or modification must be in writing and agreed to by all parties.

8. The terms of this Agreement shall be binding upon Grantor, and Grantor's heirs, personal representatives, successors, and assigns; shall bind and inure to the benefit of the Grantee and any successors or assigns of Grantee; and shall be deemed to be a covenant running with the land.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on this ____ day of _____, 20____.

GRANTOR:

Dan A. Gattis,
Williamson County Judge

APPROVED AS TO FORM:

Bridget Chapman, Acting City Attorney

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the ____ day of _____, 20____, by Williamson County Judge Dan A. Gattis.

Notary Public, State of Texas

AFTER RECORDING, RETURN TO GRANTEE:
Georgetown City Secretary
P.O. Box 409
Georgetown, Texas 78627

Exhibit A
Metes and Bounds of Easement Area

DESCRIPTION

FOR A 0.138 ACRE TRACT OF LAND SITUATED IN THE WILLIAM ADDISON SURVEY, ABSTRACT NO. 21, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 179.2993 ACRE TRACT OF LAND AS DESCRIBED IN A DEED TO COUNTY JUDGE JOHN DOERFLER AND RECORDED IN DOCUMENT NO. 1999075478 OF THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY, SAID 0.138 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING FOR REFERENCE at the most southerly corner of said 179.2993 acre tract, same being on the northwest right-of-way line of County Road 110;

THENCE with the southeast line of said 179.2993 acre tract, same being the northwest right-of-way line of said County Road 110, the following three (3) courses and distances:

- 1) with the arc of a curve to the left, having a radius of 1720.00 feet, an arc length of 321.35 feet, a central angle of 010° 42' 16", and a chord which bears, N 38° 39' 35" E for a distance of 320.88 feet to a point of tangency hereof,
- 2) N 33° 18' 38" E for a distance of 914.28 feet to a ½" iron rod found, and
- 3) with the arc of a curve to the right, having a radius of 1588.00 feet, an arc length of 174.04 feet, a central angle of 006° 16' 46", and a chord which bears, N 36° 27' 26" E for a distance of 173.95 feet to a point of tangency hereof,

THENCE through the interior of said 179.2993 acre tract, N 00° 12' 27" W for a distance of 826.75 feet to the northwest line of an electric easement to the City of Georgetown and recorded in Document No. 2006048903 of the Official Public Records of said County, for the most southerly corner and **POINT OF BEGINNING** hereof;

THENCE continuing through the interior of said 179.2993 acre tract, the following eleven (11) courses and distances:

- 1) N 48° 30' 15" W for a distance of 77.05 feet to an angle point hereof,
- 2) N 46° 54' 13" W for a distance of 218.36 feet to an interior angle point hereof,
- 3) S 43° 05' 47" W for a distance of 63.23 feet to an interior angle point hereof,

- 4) S 11° 04' 50" E for a distance of **8.49** feet to an angle point hereof,
- 5) S 44° 05' 13" W for a distance of **19.00** feet to the most northerly corner hereof,
- 6) N 45° 54' 47" W for a distance of **20.59** feet to the most westerly hereof,
- 7) N 42° 32' 43" E for a distance of **93.85** feet to an angle point hereof,
- 8) N 87° 49' 15" E for a distance of **11.26** feet to an angle point hereof,
- 9) S 46° 54' 13" E for a distance of **225.16** feet to an angle point hereof,
- 10) S 48° 30' 15" E for a distance of **76.34** feet to the most easterly corner hereof, same being the most northerly corner said electric easement, from which a ½" iron rod found on a point of curvature on the southeast line of said 179.2993 acre tract, same being the northwest right-of-way line of said County Road 110 bears, S 88° 08' 31" E for a distance of 668.65 feet,

- 11) with the northwest line of said electric easement, S 39° 34' 37" W for a distance of **15.01** feet to the **POINT OF BEGINNING** and containing 0.138 acre of land.

Bearing basis is grid north for the Texas Central Zone (4203) NAD 83/93 HARN.

Surveyed under the direct supervision of the undersigned during July, 2011:



Margaret A. Nolen
Registered Professional Land Surveyor No. 5589
BAKER-AICKLEN & ASSOCIATES, INC.
405 Brushy Creek Road
Cedar Park, Texas 78613
(512) 260-3700

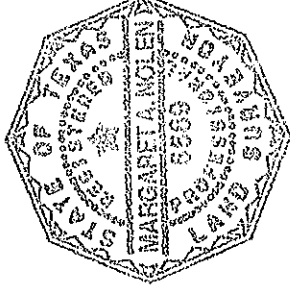


Exhibit B
Diagram of Easement Area



N87°49'15"E
11.26'

COUNTY JUDGE JOHN DOERFLER
CALLED 179.2993
DOC. NO. 1999075478

N42°32'43"E 93.85'
S43°05'47"W 63.23'

S46°54'13"E 225.16'
N46°54'13"W 218.36'

SUBJECT TRACT
0.138 ACRE

N45°54'47"W 20.59'
S44°05'13"W 19.00'
S11°04'50"E 8.49'

COUNTY JUDGE JOHN DOERFLER
CALLED 179.2993
DOC. NO. 1999075478

S48°30'15"E 76.34'
N48°30'15"W 77.05'

ELECTRIC EASEMENT TO
THE CITY OF GEORGETOWN
DOC. NO. 2006048903

WILLIAM ADDISON SURVEY
ABSTRACT NO. 21

S39°34'37"W
15.01'

BAKER-AICKLEN & ASSOCIATES, INC.
405 BRUSHY CREEK ROAD
CEDAR PARK, TEXAS 78613
(512) 260-3700
ENGINEERING FIRM # F-45
SURVEY FIRM # 100231-0
TEAE # 1787
SURVEYORS | GIS | PLANNING | LANDSCAPE ARCHITECTURE
ROUND ROCK - CEDAR PARK

EASEMENT
JULY, 2011