

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 10th day of October, 2017, at Georgetown, Texas, between Williamson County, Texas, a political subdivision of the State of Texas, whose address is Attn: Dan. A. Gattis, County Judge, 710 Main Street, Ste. 101, Georgetown, Williamson County, 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, an EXCLUSIVE easement and right-of-way (the "Easement") for the placement, construction, operation, repair, maintenance, replacement, upgrade, rebuilding, relocation and/or removal of electric utility and telecommunication 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. The Easement additionally includes the following rights: (1) the right to change the size of the Facilities; (2) the right to relocate the Facilities within the Easement; and (3) the right to remove from the Easement all trees and parts thereof, or other obstructions, which endanger or may interfere with the efficiency and maintenance of 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 Agreement, are EXCLUSIVE to Grantee, and Grantee's successors and assigns, and Grantor covenants that Grantor shall not convey any other easement, license, or conflicting right to use in any manner, the area (or any portion thereof) covered by this grant.
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 10th day of October, 2017.

GRANTOR:

Williamson County, Texas, a political
Subdivision of the State of Texas

By: Dan A. Gattis, County Judge

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the 10th day of October, 2017, by Dan A. Gattis, as County Judge of Williamson County, Texas.

Notary Public, State of Texas

APPROVED AS TO FORM:

_____, Asst. City Attorney

MATKIN HOOVER

ENGINEERING & SURVEYING

8 SPENCER ROAD, SUITE 100, BOERNE, TEXAS 78006
PHONE: 830-249-0600 FAX: 830-249-0099
TEXAS REGISTERED SURVEYING FIRM F-10024000

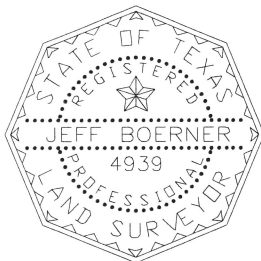
FIELD NOTES FOR A VARIABLE WIDTH UTILITY EASEMENT (105 SQ FEET)

BEING A VARIABLE WIDTH UTILITY EASEMENT (105 SQ FEET) LOCATED ON LOT 1, BLOCK 3, WILLIAMSON COUNTY CRIMINAL JUSTICE FACILITY, RECORDED IN DOCUMENT NO. 8905476, CABINET J, SLIDE 214, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID VARIABLE WIDTH GUS UTILITY EASEMENT (105 SQ FEET) BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

Beginning at a calculated point in the west right-of-way line of Rock Street, the east boundary line of Lot 1, Block 3, said point bears **S 02° 08' 34" E, a distance of 31.27'** from the northeast corner of Lot 1, Block 3;

- (1) **Thence, S 02° 08' 34" E**, with the west right-of-way line of Rock Street, the east boundary line of the Lot 1, Block 3, the east line of the herein described easement, **a distance of 17.00'** to a calculated point for corner, said point bears **N 02° 08' 34" W, a distance of 131.73'** from the southeast corner of Lot 1, Block 3;
- (2) **Thence**, departing the west right-of-way line of Rock Street, the east boundary line of Lot 1, Block 3, with the south, west, and north lines of the herein described easement, the following courses and distances:
 - a. **S 87° 50' 18" W, 6.19'** to a calculated point for corner;
 - b. **N 02° 09' 42" W, 17.00'** to a calculated point for corner;
 - c. **N 87° 50' 18" E, 6.20'** to the **POINT OF BEGINNING** for this **Variable Width GUS Utility Easement**, containing **105 Square Feet**, more or less.

Note: The basis of bearing was established using the Trimble VRS Network, NAD (83), Texas State Plane Coordinate System, Central Zone, US Survey Foot, Grid. A survey plat was prepared by a separate document.



A handwritten signature in black ink, appearing to read "Jeff Boerner", written over a horizontal line.

Jeff Boerner Date: 09-19-2017
RPLS #4939
Job #16-4018 V.W. Utility Easem't

Exhibit "B"

