

NON-EXCLUSIVE TRAIL EASEMENT

THE STATE OF TEXAS

§

§ KNOW ALL BY THESE PRESENTS:

COUNTY OF WILLIAMSON

§

That PAUL POSTEL REALTY CORPORATION, a Texas corporation, and its successors and assigns, (whether one or more, "Grantor"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration paid by WILLIAMSON COUNTY, TEXAS, ("Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby GRANT, SELL and CONVEY unto Grantee a non-exclusive trail easement (the "Easement") in, upon, over, above and across the below-described property:

All of that certain 1.4289-acre tract of land in the J.M. Harrell Survey, Abstract No. 284, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (the "Easement Area")

The Easement is granted to Grantee for the benefit of the general public, in the form of recreational trails installed and maintained by Grantee, over and across the Easement Area, for use by the public for the purpose of walking, running, hiking, bicycling, or traversing over, upon and across, and otherwise using such Easement Area; together with the express right to construct, reconstruct, and repair a recreational trail and associated facilities, related appurtenances, equipment and signage and to maintain the Easement Area, including clearing and removing vegetation, silt and debris therefrom at Grantee's discretion.

This Easement is made and accepted subject to any and all conditions and restrictions, if any, relating to the hereinabove described property to the extent, and only to the extent, that the same may still be in force and effect and shown of record in the office of the County Clerk of Williamson County, Texas.

Except as otherwise noted, the Easement, shall be perpetual, provided however that the Easement shall terminate in the event the Easement Area and/or facilities therein are abandoned, or shall cease to be used, for a period of five (5) consecutive years.

The Easement is non-exclusive. Grantor hereby expressly reserves unto itself and its permittees the right to use the Easement Area for all purposes and uses not materially inconsistent with the Easement.

Grantee shall have the right to grade the Easement Area for the full width thereof.

Grantee, at Grantee's discretion, shall have the right, from time to time, to trim and to cut down and clear away any and all trees and brush now or hereafter within the Easement and to trim and to cut down and clear away any trees on either side of the Easement which now or hereafter in the reasonable opinion of Grantee may be a hazard to the use of the Easement, by reason of the danger of falling thereon or root infiltration therein, or which may otherwise interfere with the

exercise of Grantee's rights hereunder, provided, however, that all trees which Grantee is hereby authorized to cut and remove, if valuable for timber or firewood, shall continue to be the property of Grantor, but all tops, lops, brush and refuse wood shall be removed by Grantee

Grantee shall have the right to mark the location of the Easement by suitable markers set in the ground; provided that such markers shall be placed in fences or other locations which will not interfere with any reasonable use Grantor shall make of the Easement;

Grantee hereby covenants and agrees:

- (a) Grantee shall promptly backfill any trench made by it within the Easement and repair any damage it shall do to Grantor's property.
- (b) To the extent allowed by law, Grantee shall indemnify Grantor against any loss and damage which shall be caused by the exercise of the rights in and to the Easement, including the right of ingress and egress or by any wrongful or negligent act or omission of Grantee's agents or employees in the course of their employment.

Grantee shall have the right and privilege at any and all times to enter the Easement Area, or any part thereof, for the purpose of constructing, reconstructing, and maintaining said facilities, all upon the condition that Grantee will at all times after doing work in connection with the construction or repair of said facilities restore the surface of the Easement Area as nearly as is reasonably possible to the condition in which the same was in before the work was undertaken, considering the uses and purposes of the rights granted herein.

Grantee shall also have the right and privilege at any and all times to assign this Easement to another governmental entity.

Nothing herein contained shall be deemed to be a gift or dedication of any portion of any property to or for the general public or for any public purposes whatsoever, it being the intention of the Parties that this Agreement shall be strictly limited to and for the purposes herein expressed.

Grantor hereby dedicates the Easement as a trail easement for the purposes stated herein.

TO HAVE AND TO HOLD the rights and interests described unto Grantee and its successors and assigns, forever, and Grantor does hereby itself, and its successors and assigns, and legal representatives, to warrant and forever defend, all and singular, the above-described Easement and rights and interests unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming, or to claim same, or any part thereof, when the claim is by, through, or under Grantor, but not otherwise.

(Signatures are on following 2 pages)

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed this 13TH
day of DECEMBER, 2017.

GRANTOR:

PAUL POSTEL REALTY CORPORATION,
a Texas corporation

By: 

Its: PARTNER

ACKNOWLEDGMENT

THE STATE OF TEXAS

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on this the ____ day of the month of _____, 2017, by _____ known by me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same in the capacity and for the purposes and consideration therein expressed.

Notary Public, State of Texas

GRANTEE:

WILLIAMSON COUNTY, TEXAS

By: _____
Dan A. Gattis, County Judge

ACKNOWLEDGMENT

THE STATE OF TEXAS

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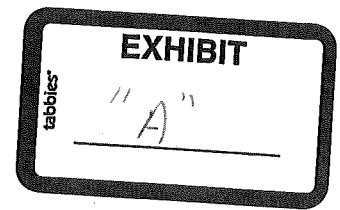
COUNTY OF _____

This instrument was acknowledged before me on this the ____ day of the month of _____, 2017, by Dan A. Gattis known by me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same in the capacity and for the purposes and consideration therein expressed.

Notary Public, State of Texas

After recording please return to:

Sheets & Crossfield, P.C.
309 East Main Street
Round Rock, Texas 78664



FIELD NOTES

FOR

A 1.429 ACRE, OR 62,244 SQUARE FEET MORE OR LESS, TRACT OF LAND, BEING OUT OF A 10.87 ACRE TRACT, DESCRIBED IN CONVEYANCE TO PAUL POSTEL REALTY CORP, IN SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NO. 2015112793 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, OUT OF THE J.M. HARRELL SURVEY, ABSTRACT NO. 284, WILLIAMSON COUNTY, TEXAS AND THE DAVID CURRY SURVEY, ABSTRACT NO. 130, WILLIAMSON COUNTY, TEXAS. SAID 1.429 ACRES TRACT BEING MORE FULLY DESCRIBED AS FOLLOWS, WITH BEARINGS BASED ON THE NORTH AMERICAN DATUM OF 1983 (NA 2011) EPOCH 2010.00, FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE:

COMMENCING at a ½" iron rod found, on the southeast line of a called 34 acre tract recorded in Volume 608, Pages 936-938 of the Deed Records of Williamson County, Texas, the west corner of a Park, dedicated in the Oaklands Section One-B Subdivision recorded in Cabinet G, Slides 173-175 of the Plat Records of Williamson County, Texas;

THENCE N 69°39'17" E, with the southeast line of said called 34 acre tract, same being the northwest line of said Park, a distance of **239.99 feet** to a ½" iron rod with a yellow cap marked "Pape-Dawson" set, the west corner of Lot 1, Block A of the Plat of Faith Missionary Baptist Church recorded in Cabinet Q, Slides 173-175 of the Plat Records of Williamson County, Texas, same being the east corner of said called 34 acre tract, same being the north corner of said Park, same being a south corner of said called 10.87 acre tract, same being the **POINT OF BEGINNING** of the herein described tract;

THENCE N 35°29'13" W, with the northeast line of said called 34 acre tract, same being a southwest line of said called 10.87 acre tract, a distance of **503.81 feet** to a ½" iron rod with a yellow cap marked "Pape-Dawson" set, the south corner of a called 1.81 acre tract recorded in Volume 1998, Pages 688-690 of the Official Records of Williamson County, Texas, same being the west corner of said called 10.87 acre tract, same being an angle point in the northeast line of said called 34 acre tract;

THENCE N 67°39'39" E, departing the northeast line of said called 34 acre tract, with the southeast line of said called 1.81 acre tract, same being a northwest line of said called 10.87 acre tract a distance of **87.61 feet** to a ½" iron rod with a yellow cap marked "Pape-Dawson" set;

THENCE departing the southeast line of said called 1.81 acre tract, through the interior of said called 10.87 acre tract, the following two (2) courses and distances:

1. **S 72°02'24" E**, a distance of **30.14 feet** to a ½" iron rod with a yellow cap marked "Pape-Dawson" set, and
2. **S 40°30'40" E**, a distance of **494.33 feet** to a ½" iron rod with a yellow cap marked "Pape-Dawson" set, on a northwest line of the aforementioned Lot 1, Block A, same being a southeast line of said called 10.87 acre tract;

THENCE S 67°06'50" W, with the northwest line of said Lot 1, Block A, same being a southeast line of said called 10.87 acre tract, a distance of **150.18 feet** to the **POINT OF BEGINNING** and containing 1.429 acres in Williamson County, Texas. Said tract being described in accordance with an exhibit prepared by Pape Dawson Engineers, Inc. under Job No. 50867-00.

PREPARED BY: Pape-Dawson Engineers, Inc.

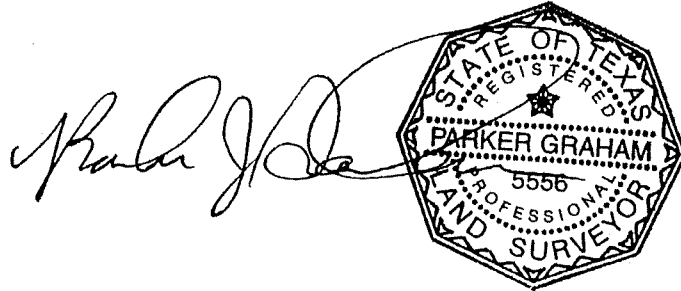
DATE: May 26, 2017

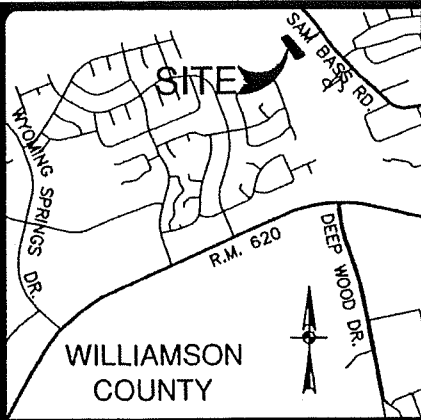
JOB No.: 50867-00

DOC.ID.: H:\survey\CIVIL\50867-00\Word\R052407-PAUL-POSTEL.docx

TBPE Firm Registration #470

TBPLS Firm Registration #100288-01





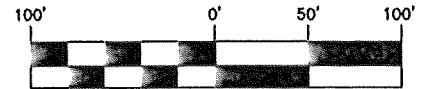
LOCATION MAP

NOT-TO-SCALE

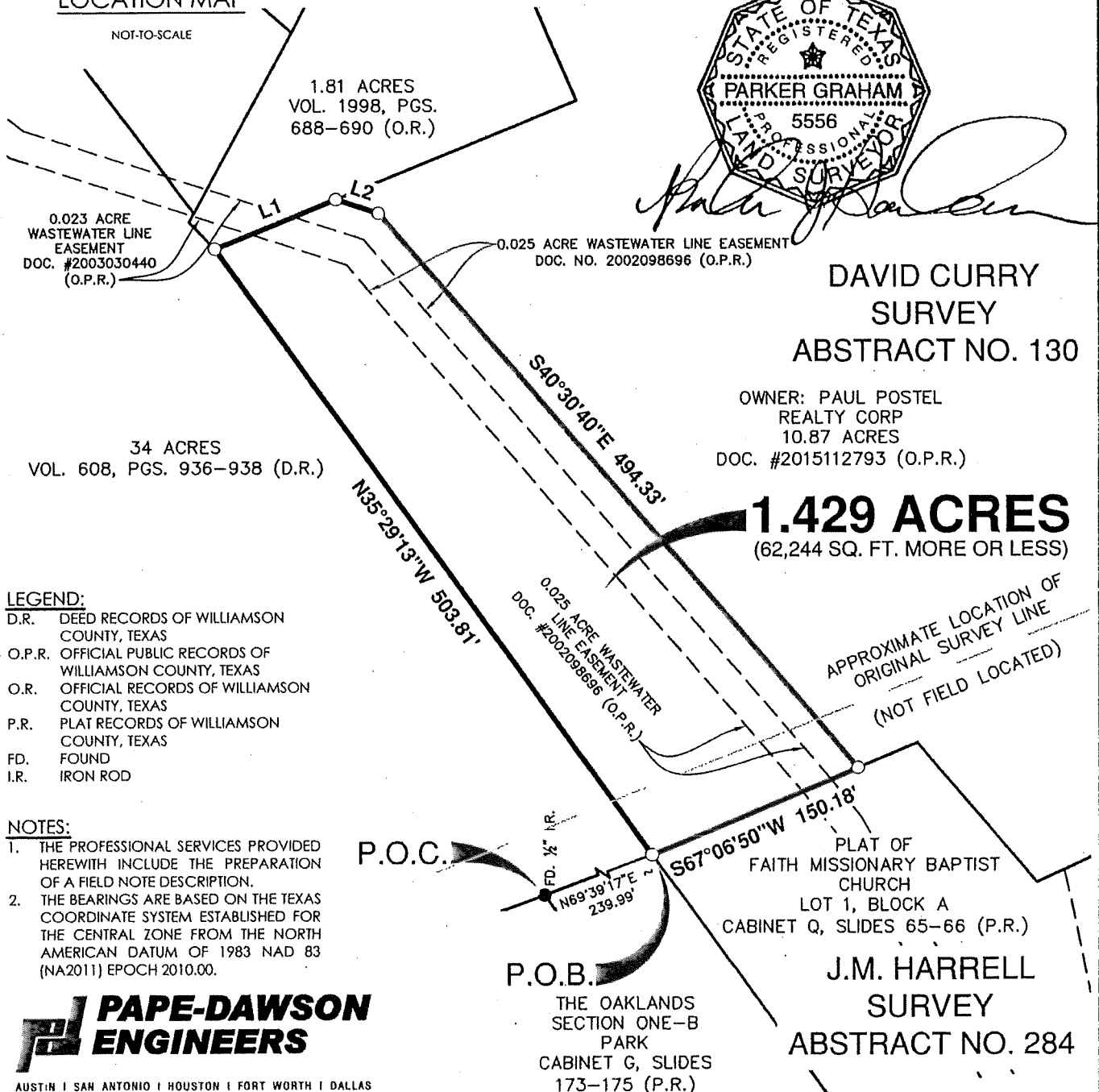
EXHIBIT OF

A 1.429 ACRE, OR 62,244 SQUARE FEET MORE OR LESS, TRACT OF LAND, BEING OUT OF A 10.87 ACRE TRACT, DESCRIBED IN CONVEYANCE TO PAUL POSTEL REALTY CORP, IN SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NO. 2015112793 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, OUT OF THE J.M. HARRELL SURVEY, ABSTRACT NO. 284, WILLIAMSON COUNTY, TEXAS AND THE DAVID CURRY SURVEY, ABSTRACT NO. 130, WILLIAMSON COUNTY, TEXAS.

1 inch = 100'



LINE TABLE		
LINE	BEARING	LENGTH
L1	S67°39'39"W	87.61'
L2	N72°02'24"W	30.14'



DAVID CURRY SURVEY ABSTRACT NO. 130

OWNER: PAUL POSTEL
REALTY CORP
10.87 ACRES
DOC. #2015112793 (O.P.R.)

1.429 ACRES
(62,244 SQ. FT. MORE OR LESS)

LEGEND:

- D.R. DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.P.R. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.R. OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
- P.R. PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
- FD. FOUND
- I.R. IRON ROD

NOTES:

- THE PROFESSIONAL SERVICES PROVIDED HERewith INCLUDE THE PREPARATION OF A FIELD NOTE DESCRIPTION.
- THE BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE FROM THE NORTH AMERICAN DATUM OF 1983 NAD 83 (NA2011) EPOCH 2010.00.



AUSTIN | SAN ANTONIO | HOUSTON | FORT WORTH | DALLAS
7800 SHOAL CREEK BLVD, STE 220 W | AUSTIN, TX 78757 | 512.454.8711
TBPE FIRM REGISTRATION #470 | TBPLS FIRM REGISTRATION #10028801

P.O.B.
THE OAKLANDS
SECTION ONE-B
PARK
CABINET G, SLIDES
173-175 (P.R.)

P.O.C.
FAITH MISSIONARY BAPTIST
CHURCH
LOT 1, BLOCK A
CABINET Q, SLIDES 65-66 (P.R.)

J.M. HARRELL SURVEY ABSTRACT NO. 284

SHEET 1 OF 1

MAY 26, 2017

JOB No.:

50867-00