WATER LINE EASEMENT

STATE OF TEXAS §
§ **KNOW ALL BY THESE PRESENTS:**
COUNTY OF WILLIAMSON §

This Water Line Easement Agreement (this "Agreement") is made on the _____ day of _____, 20___, at Georgetown, Texas, between Williamson County, a Texas local government, 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, an EXCLUSIVE easement and right-of-way (the "Easement") for the placement, construction, operation, repair, maintenance, replacement, upgrade, rebuilding, relocation and/or removal of a water line 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 (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 Property at the same depth as the original Facilities; and (3) the right to remove from the Property 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 and Grantee have caused this instrument to be executed on the dates set forth herein.

GRANTOR:

WILLIAMSON COUNTY, a Texas
local government

By: _____
Name: Bill Gravell, Jr.
Title: County Judge

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ___ day of _____, 20___, by Bill Gravell, Jr., County Judge of Williamson County, a Texas local government, on behalf of said local government.

_____
Notary Public, State of Texas

GRANTEE:

City of Georgetown, Texas, a Texas
home-rule municipal corporation

By: _____
Name: David Morgan
Title: City Manager

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the ___ day of _____, 20___, by David Morgan, City Manager of the City of Georgetown, Texas, a Texas home-rule municipal corporation, on behalf of said corporation.

_____
Notary Public, State of Texas

APPROVED AS TO FORM:

_____
_____, Assistant City Attorney

AFTER RECORDING, RETURN TO GRANTEE:
City of Georgetown
Attn: Real Estate Services
P.O. Box 409
Georgetown, Texas 78627

EXHIBIT _A_

Waterline Easement
0.137 Acre
Williamson County, Texas Tract

LEGAL DESCRIPTION

FIELD NOTES FOR A 0. 137 ACRE (5,964 SQUARE FEET) TRACT OF LAND SITUATED IN THE JOHN MCDEVITT SURVEY, ABSTRACT NO. 415, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF A CALLED 155.251 ACRE TRACT, DESCRIBED AS PART 1, AS CONVEYED TO WILLIAMSON COUNTY, TEXAS BY GENERAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2022048941 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.137 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND SHOWN ON THE ATTACHED SKETCH:

COMMENCING for POINT OF REFERENCE at a 1/2-inch iron rod found on the west right-of-way line of US Highway No. 183 (width varies), at the common east corner of the above described Williamson County, Texas 155.251 acre tract and a 10.103 acre tract as conveyed to Lay Irene Family Trust (LE) by gift deed of life estate without warranty recorded in Document No. 2006047810 of the Official Public Records of Williamson County, Texas, from which a 5/8-inch iron rod found bears N 01°44’05” E a distance of 5,028.48 feet; Thence, with the west right-of-way line of US Highway No. 183 and the east line of said Williamson County, Texas 155.251 acre tract, N 01°44'05" E a distance of 608.58 feet to a calculated point on the east line of said Williamson County, Texas 155.251 acre tract, for the southeast corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, departing the west right-of-way line of said US Highway No. 183, over and across said Williamson County, Texas 155.251 acre tract, S 87°50’10” W a distance of 296.89 feet to a calculated point on the east line of a called 172.838 acre tract as conveyed to Liberty Hill Independent School District by special warranty deed as recorded in Document No. 2022048783 of the Official Public Records of Williamson County, Texas and the west line of said Williamson County, Texas 155.251 acre tract, for the southwest corner of the herein described tract;

THENCE, with the west line of said Williamson County, Texas 155.251 acre tract, N 05°39’16” W a distance of 20.04 feet to a calculated point, for the northwest corner of the herein described tract;

THENCE, departing the east line of said Liberty Hill Independent School District 172.838 acre tract, over and across the said Williamson County, Texas 155.251 acre tract, N 87°50'10" E a distance of 299.47 feet to a calculated point on the west right-of-way line of said US Highway 183 and the east line of said Williamson County, Texas 155.251 acre tract, for the northeast corner of the herein described tract;

THENCE, with the east line of said Williamson County, Texas 155.251 acre tract, S 01°44'05" W a distance of 20.05 feet to the **POINT OF BEGINNING** and containing 0.137 acre (5,964 square feet) of land, more or less.

Bearing orientation is based on the Texas State Plane Coordinate System NAD-83, Central Zone 4203. All distances are surface and may be converted to grid by dividing by a scale factor of 1.00014679.

I hereby certify that these notes were prepared by BGE from a survey made on the ground under my supervision on June 22, 2021 and are true and correct to the best of my knowledge. A sketch accompanies this description.

10/03/2022

Jonathan O. Nobles RPLS Number 5777 — Date

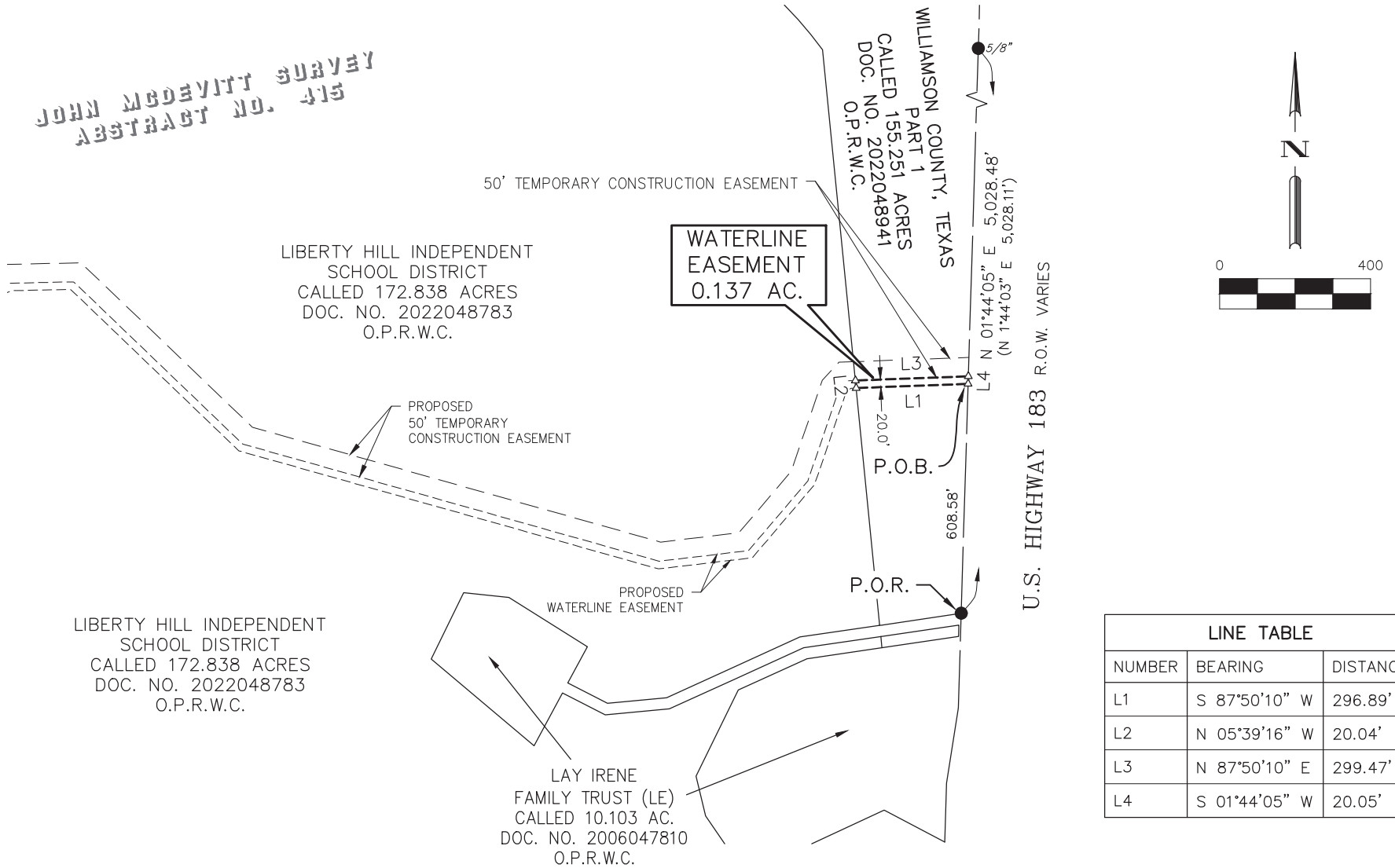
BGE, Inc.
101 West Louis Henna Blvd., Suite 400
Austin, TX 78728
Telephone: 512-879-0400
TBPELS Licensed Surveying Firm Number 10106502

STATE OF TEXAS
REGISTERED
JONATHAN O. NOBLES
5777
PROFESSIONAL
LAND SURVEYOR

Client:	Randolph Todd Co.
Date:	July 28, 2022
Revised:	October 3, 2022
Project Number:	8671-00

EXHIBIT B

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S 87°50'10" W	296.89'
L2	N 05°39'16" W	20.04'
L3	N 87°50'10" E	299.47'
L4	S 01°44'05" W	20.05'

LEGEND

O.P.R.W.C.	OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY
O.R.W.C.	OFFICIAL RECORDS, WILLIAMSON COUNTY
P.O.B.	POINT OF BEGINNING
P.O.R.	POINT OF REFERENCE
R.O.W.	RIGHT-OF-WAY
( )	RECORD INFORMATION DOC. NO. 2022048941
●	FOUND 1/2" IRON ROD (UNLESS NOTED)
△	CALCULATED POINT

BEARING BASIS NOTE

BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83. DISTANCES SHOWN HEREON ARE SURFACE VALUES THE COMBINED SCALE FACTOR IS 1.00014679.

BGE, Inc.
101 West Louis Henna Blvd, Suite 400, Austin, TX 78728
Tel: 512-879-0400 ● www.bgeinc.com
TBPELS Licensed Surveying Firm No. 10106502

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SCALE: 1"=400'

SHEET 3 OF 3

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