

BLANKET EASEMENT

THE STATE OF TEXAS

KNOW ALL BY THESE PRESENTS

COUNTY OF WILLIAMSON

That Williamson County, a duly formed county governmental jurisdiction within the State of Texas ("THE COUNTY"), whose address is 710 S. Main Street, Suite 101, Georgetown 78626, Texas and its successors and assignees (hereinafter referred to as "Grantor"), for and in consideration of the sum of TEN and NO/100 DOLLARS (\$10.00) and other good and valuable consideration paid by the YMCA of Central Texas fka YMCA of Greater Williamson County ("THE YMCA") (hereinafter referred to as "Grantee"), whose mailing address is 1812 North Mays, Round Rock, Texas 78664, the receipt and sufficiency of which is hereby acknowledged, does hereby GIVE, GRANT and COVEY unto Grantee an easement and right-of-way to construct, install, operate, maintain, inspect, reconstruct, enlarge, relocate, rebuild, repair, and remove physical additions or improvements to the Property thereto, in, upon, over, under, above and across the following described property of Grantor (the "Easement Area"), to-wit:

PROPERTY DESCRIPTION

50 acres

50 acres out of the 789.508 acres (residue) according to Deed - The State of Texas, acting by and through The Texas Board of Mental Health and Mental Retardation to The State of Texas, State Department of Highways and Public Transportation 08-26-1988 Volume 1723/Page 855 ORWC.

6.1777 acres

A tract of land situated in the Damon Survey, Abstract No. 170, in Williamson County, Texas, being all of that called 6.180 acre tract of land (Tract 7), as shown on that unrecorded plat prepared by KC Engineering dated July 18, 1994, on ten (10) tracts of land out of that called 780.508 acre tract of land conveyed to the State of Texas, State Department of Highways and Public Transportation, by instrument recorded in Volume 1723, Page 855, of the Official Records of Williamson County, Texas.

This conveyance is made and accepted subject to the "*Park Management and Operation Agreement*" dated January 27, 1997 attached as Exhibit "A" and all conditions and restrictions, if any, relating to the hereinabove described property to 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.

The easement, rights and privileges herein granted shall be for the term of the "Park Management and Operation Agreement, however any uses, additions, or improvements which occur during its term shall be perpetual.

Grantor covenants that it will not convey any other easement or conflicting rights within

the area covered by this grant following the execution of this easement without the express written consent of Grantee, which consent shall not be unreasonably withheld. Grantee shall have the right to review any proposed easement or conflicting use of the easement to determine the effect, if any, on the waterline contemplated wherein. Prior to the granting its consent for other easements, Grantee may require reasonable safeguards to protect the integrity of the utility. As required by this paragraph, express written consent of Grantee shall be obtained by Grantor in the following manner: advance written notice must be given by certified mail to the Williamson County at 710 Main St., Ste. 101, Georgetown, Texas 78626,. Following receipt of such notice, Williamson shall have ten (10) days in which to respond in writing granting consent, conditioning consent upon reasonable safeguards, or denying consent.

TO HAVE AND TO HOLD the rights and interests described unto Grantee and Grantor does hereby bind itself, and its successors and assigns and legal representatives, to warrant and defend, all and singular, the above-described easement and rights and interest unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming, or to claim same, or any part thereof.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed the ____ day of _____, 2023.

“THE COUNTY”
WILLIAMSON COUNTY

BY: _____

NAME: _____

TITLE: _____

“THE YMCA”
YMCA of Central Texas fka YMCA of Greater Williamson County

BY: Kellie Bolin

NAME: Kellie Bolin

TITLE: Chief Financial Officer

STATE OF TEXAS)

COUNTY OF WILLIAMSON)

This instrument was acknowledged before me on _____, 2023, by
_____, _____ of Williamson County.

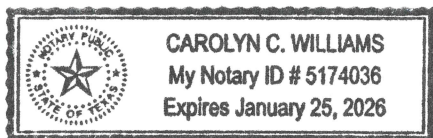
Notary Public, State of Texas

My commission expires: _____

STATE OF TEXAS)

COUNTY OF WILLIAMSON)

This instrument was acknowledged before me on the 26th day of May, 2023, by Kellie Bolin,
Chief Financial Officer of YMCA of Central Texas f/k/a YMCA of Greater Williamson County.



Carolyn C. Williams

Notary Public, State of Texas

My commission expires: 01-25-2026

After Recording Return To:

Dietz + Jarrard, P.C.

Attn.: R. Mark Dietz

106 Fanin Ave. East

Round Rock, Tx 78664-5219

EXHIBIT “A”

**PARK MANAGEMENT AND OPERATION
AGREEMENT**

This PARK MANAGEMENT AND OPERATION AGREEMENT (this "Agreement") is entered into this 27th day of January, 1998, to be effective as of October 1, 1997, by and between WILLIAMSON COUNTY, a duly formed county governmental jurisdiction within the State of Texas (the "County") 710 Main Street, Georgetown, Texas 78626 and the YMCA OF GREATER WILLIAMSON COUNTY (the "YMCA") 1812 North Mays, Round Rock, Texas 78664.

WHEREAS, the County currently leases a certain 50 acre parcel of land as more particularly described on Exhibit "A" attached hereto and incorporated herein (the "Property") from the Texas Parks and Wildlife Department under the terms of a certain Lease Agreement dated effective February 1, 1994 whereby the County holds the Property as parkland and must cause the Property to continue to be maintained and operated as parkland (the "County Lease");

WHEREAS, while the County is desirous to provide park facilities for its citizens, the County does not operate or fund a County Parks Department to insure that any parkland facilities, including the Property, can be adequately operated and maintained;

WHEREAS, the County and the YMCA have previously entered into an Agreement dated as of October 1, 1996 whereby the YMCA operated the Property as parkland on behalf of the County for a term ending as of September 30, 1997 under the terms and conditions of said Agreement;

WHEREAS, the County and the YMCA now desire to enter into this Agreement whereby the YMCA will operate and manage the Property on behalf of the County.

NOW THEREFORE, in consideration of the above premises as well as the mutual benefits to each of the parties hereto, the County and the YMCA hereby agree to the following:

A. **Term and Use.** The YMCA shall, from the effective date hereof until the termination of the County Lease (unless otherwise sooner terminated under the terms hereof), manage and operate the Property as parkland on behalf of the County. The County Lease provides that the initial lease term shall be fifty (50) years from the date of the County Lease, with the County having the right to renew and extend the County Lease for an additional fifty (50) year term. The YMCA shall have the right hereunder to compel the County to exercise said renewal and extension of the County Lease by written notice delivered to the County at least ninety (90) days prior to termination of the original term.

The YMCA shall operate the Property as a limited access park whereby the park and its facilities may be reserved for use primarily by youth groups and organizations within the County for the furtherance of such groups' and organizations' efforts to promote the education, health and well being of the County's youth. Such use shall include the operation by the YMCA of its summer youth program as well as other programs the YMCA may develop in connection with the utilization of the Property. The Property shall also be made available to other County youth groups, and the YMCA shall make every reasonable effort to accommodate such additional groups.

B. YMCA Duties. The YMCA shall provide the following in connection with the management and operation of the Property:

1. Develop and revise as necessary a fee schedule for use of the Property and collect said fees on a timely basis. In addition, provide, coordinate and operate a reservations system for the use of the Property.
2. Designate all open use and restricted use areas within the Property. In addition, work with the County and any consultants retained by the County in connection with development of a long-term comprehensive plan for the Property and its continued use as parkland.
3. Establish the park schedule and control access to the park based on such schedule.
4. Negotiate and administer operating contracts related to grounds maintenance, litter control and restroom maintenance on an ongoing basis.
5. Maintain public liability insurance for the Property and the conduct of the YMCA's programs on the Property, naming the County as an additional insured, in the amounts reasonably agreed to by the YMCA and the County from time to time.
6. Maintain adequate records on all matters related to the operation of the Property and provide copies of all such records as may reasonably be required by the County.
7. Provide general operation and maintenance oversight and management necessary to maximize the safe and effective use of the Property for the purposes provided herein.
8. It is anticipated that all costs and expenses reasonably related to the operation and maintenance of the Property shall be paid out of the fees collected in connection with the use of the parkland.

C. County Duties. The County shall provide the following in connection with the management and operation of the Property:

1. Construct and/or renovate various capital improvements related to the Property including:
 - a) a new entrance to the Property from U.S. Highway 183, including roadways, entry gates and signage;
 - b) installation of all perimeter fencing, guardrails and interior barriers as may be necessary for the safe use of the Property; and
 - c) any other construction and/or renovation projects agreed upon between the County and the YMCA in connection with the Property.
2. Provide periodic patrols of the Property by County Sheriff's Officers.

D. Alterations. The YMCA shall have the right, but not the obligation, to construct physical additions and improvements to the Property, such physical additions and improvements to be constructed solely at the YMCA's cost and expense. Prior approval by the County for the construction of such improvements shall not be required. Any physical additions or improvements to the Property made by the YMCA will become the property of the County. However, the YMCA shall have the right, at the YMCA's cost, to remove any physical additions or improvements which are made by the YMCA so long as such can be removed without substantial damage to the Property and the area from which such addition or improvement is removed is reasonably restored to its natural condition.

E. County Default. A default by the County hereunder is the failure to comply with any provision of this Agreement that is not cured within thirty days after written notice is delivered to the County by the YMCA.

F. YMCA Default. A default by the YMCA hereunder is the failure to comply with any provision of this Agreement that is not cured within thirty days after written notice is delivered to the YMCA by the County.

G. Remedies and Termination. In the event either party herein is in default hereunder and has not cured such default within the period provided, the nondefaulting party may either (a) cure said default on behalf of the defaulting party and seek

reimbursement (in the case of any cure made through the payment of money) from the defaulting party, or (b) terminate this Agreement effective 90 days from delivery of notice of such termination to the defaulting party.

H. Impossibility of Performance, Condemnation. In the event it becomes unreasonably onerous for either party to fulfill its obligations hereunder after such party has made all reasonable efforts to overcome such difficulty, then such party may terminate this Agreement effective 90 days from delivery of notice of such termination to the other party. In addition, if the Property cannot be used for the purposes contemplated hereunder because of condemnation or purchase in lieu of condemnation, this Agreement shall terminate.

I. Notices. Any notice required by this Agreement shall be deemed to be delivered (whether or not actually received) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, addressed to the County or the YMCA at their respective addresses as they appear above or as otherwise revised from time to time in writing delivered to the other party.

J. Entire Agreement. This Agreement, together with the attached exhibits, is the entire agreement of the parties, and there are no oral representations, warranties, agreements, or promises pertaining to this Agreement. This Agreement may be amended only by an instrument in writing signed by the County and the YMCA.

"THE COUNTY"

WILLIAMSON COUNTY

By: John C. Drenth 1-27-98
Name: John C. Drenth
Title: County Judge

"THE YMCA"

YMCA OF GREATER WILLIAMSON
COUNTY

By: Wade Todd
Name: Wade Todd
Title: President/CEO

BRYSON & ASSOCIATES
surveying company

1401 Stoughton Lane West - Austin, Texas 78748 - 512-282-0170

FIELD NOTES

BEING ALL THAT CERTAIN TRACT OR PARCEL OF LAND OUT OF AND A PART OF THE SAMUEL DAMON SURVEY SITUATED IN WILLIAMSON COUNTY, TEXAS, MORE PARTICULARLY DESCRIBED AS BEING OUT OF AND A PART OF THAT CERTAIN TRACT OF LAND, CALLED 305.05 ACRES, CONVEYED FROM N.J. DEDEAR, ET UX, TO THE STATE OF TEXAS FOUND OF RECORD IN VOLUME 311, PAGE 551, WILLIAMSON COUNTY, TEXAS DEED RECORDS, SAID TRACT BEING 50.000 ACRES OF LAND MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS,

BEGINNING at an iron pin set on the north line of said 305.05 acre tract for the northwest corner of the herein described tract, from which point a concrete monument found at the northwest corner of said 305.05 acre tract bears S 81°58'09" W, 361.01 feet,

1. THENCE, with said north line, N 81°58'09" E, 1,039.87 feet to an angle point,

2. THENCE, leaving said north line, S 83°03'09" E, 200.29 feet to an iron pin set at the northeast corner of the herein described tract,

THENCE, with the east line of the herein described tract, the following seven (7) courses and distances, numbered 3 through 9,

3. S 03°22'29" W, 617.14 feet to an iron pin set for an angle point,

4. S 05°13'58" E, 292.75 feet to an iron pin set for an angle point,

5. S 26°59'08" E, 310.71 feet to an iron pin set for an angle point,

6. S 04°25'11" E, 368.07 feet to an iron pin set for an angle point,

7. S 21°09'59" W, 729.27 feet to an iron pin set at the beginning of a curve,

8. with a curve to the right whose radius equals 602.96 feet, an arc length of 483.28 feet and whose chord bears S 44°07'42" W, 470.45 feet to an iron pin set at the end of said curve,

9. S 67°05'25" W, 112.28 feet to an iron pin set on the proposed east R.O.W. line of U.S. Highway 183 for the most southerly corner of the herein described tract,

10. THENCE, with said proposed R.O.W. line, N 22°13'15" W, 60.00 feet to an iron pin set for an ell corner,

11. THENCE, leaving said proposed R.O.W. line, N 67°05'25" E, 111.56 feet to an iron pin set at the beginning of a curve,

12. THENCE, with a curve to the left whose radius equals 542.96 feet, an arc length of 192.91 feet and whose chord bears N 56°54'43" E, 191.89 feet to an iron pin set at a corner,

13. THENCE, N 22°13'15" W, with a line 350.00 feet east of and parallel to the existing R.O.W. line, 870.06 feet to an iron pin set for an ell corner,

14. THENCE, S 67°05'25" W, 300.02 feet to an iron pin set on said proposed R.O.W. line for an ell corner,

15. THENCE, with said proposed R.O.W. line N 22°13'15" W, 596.68 feet to a point on the west property line of said 305.05 acre tract,

THENCE, with said west property line of said 305.05 acre tract the following ten (10) courses and distances numbered 16 through 25,

16. N 20°17'01" E, 18.28 feet to an angle point,
17. N 20°22'08" E, 32.03 feet to an angle point,
18. N 00°52'07" W, 36.24 feet to an angle point,
19. N 00°43'44" E, 40.74 feet to an angle point,
20. N 06°59'20" E, 37.83 feet to an angle point,
21. N 17°52'55" E, 35.46 feet to an angle point,
22. N 16°28'22" E, 36.48 feet to an angle point,
23. N 17°15'15" E, 32.56 feet to an angle point,
24. N 19°13'12" W, 34.90 feet to an iron pin set at an angle point,
25. N 21°58'53" W, 223.62 to an iron pin set for an ell corner,

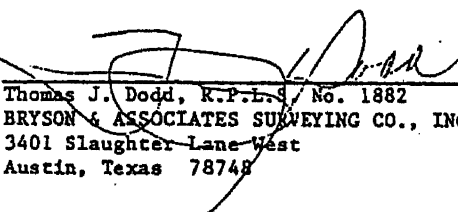
26. THENCE, leaving said property line, N 60°02'08" E, 150.69 feet to an iron pin set for a corner,

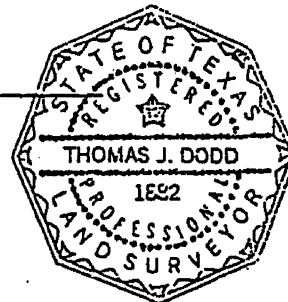
27. THENCE, N 22°13'15" W, with a line 350.00 feet east of and parallel to the existing R.O.W. line, 507.72 feet to the POINT OF BEGINNING containing 50.000 Acres of Land.

I, Thomas J. Dodd, a Registered Professional Land Surveyor do hereby certify that these field notes represents a survey made on the ground this date under my supervision and that all corners are as shown.

Dated this the 26TH day of AUGUST, 1991.

SURVEYED BY:


 Thomas J. Dodd, R.P.L.S. No. 1882
 BRYSON & ASSOCIATES SURVEYING CO., INC.
 3401 Slaughter Lane West
 Austin, Texas 78748



CSJ No. 0151-05-055
 Job: 50.000 Acre Park Land
 Disc: SURV4
 HR:sep
 8/1/91

FIRST AMENDMENT TO PARK MANAGEMENT AND OPERATION AGREEMENT

THIS FIRST AMENDMENT TO PARK MANAGEMENT AND OPERATION AGREEMENT (this "Amendment") is entered into between Williamson County, Texas ("County"), and the YMCA of Greater Williamson County ("YMCA") to be effective as of the last party's execution hereof.

RECITALS:

WHEREAS, the Texas Parks and Wildlife Department ("TPWD") and County are parties to a 50-year Lease Agreement dated February 1, 1994 under which TPWD leased 50 acres of land to County for the use as a public park ("TPWD Lease");

WHEREAS, County and YMCA thereafter executed a Park Management and Operation Agreement, effective as of October 1, 1997, (the "Agreement") whereby YMCA agreed to operate and manage the 50 acres of land that was leased to County under the TPWD Lease;

WHEREAS, the Texas General Land Office, acting on behalf of the Texas Department of Transportation ("TxDOT"), transferred to the TPWD, on September 6, 2012, a 6.177 acre tract adjacent to the 50 acres of land described in the TPWD Lease, which said 6.177 acre tract being described in the attached **Exhibit "A"**;

WHEREAS, pursuant to a First Amendment to Lease Agreement of February 1, 1994 Between Texas Parks and Wildlife Department and Williamson County, the TPWD agreed to lease the 6.177 acre tract described in **Exhibit "A"** to the County under the same terms and conditions as the original TPWD Lease and said 6.177 acre tract is to be used as a public park in the same manner as the adjacent 50 acres of land;

WHEREAS, it has become necessary to amend the Agreement between the County and the YMCA in order to now place the 6.177 acre tract described in **Exhibit "A"** under YMCA's operation and management;

NOW, THEREFORE, County and YMCA agree as follows:

AGREEMENTS:

1. All terms not otherwise defined herein shall have the meanings given them in the Agreement.
2. YMCA hereby agrees to manage and operate the 6.177 acre tract described in **Exhibit "A"** in accordance with the terms and conditions of the Agreement and in the same manner as it operates and manages the 50 acre parcel of land described in the Agreement.
3. Each party represents and warrants that it has due power and lawful authority to execute and deliver this Amendment and to perform its obligations under the Agreement and this

Amendment; and the Agreement and this Amendment are the valid, binding and enforceable obligations of such party.

4. All other terms of the Agreement and any prior amendments thereto which have not been specifically amended herein shall remain the same and shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be signed by their duly authorized representatives to be effective as the date of the last party's execution hereof.

WILLIAMSON COUNTY, TEXAS

By: 
Dan A. Gattis,
Williamson County Judge

Date: 07-26-2013, 2013

YMCA OF GREATER WILLIAMSON COUNTY

By: 
Printed Name: JEFF ANDERSEN

Title: Pres/CEO

Date: 6-28-, 2013

Exhibit A

DESCRIPTION OF A 6.177 ACRE (269,077 SQUARE FOOT), TRACT OF LAND SITUATED IN THE SAMUEL DAYMON SURVEY, ABSTRACT NO. 170, IN WILLIAMSON COUNTY, TEXAS, BEING ALL OF THAT CALLED 6.180 ACRE TRACT OF LAND (TRACT 7), AS SHOWN ON THAT UNRECORDED PLAT PREPARED BY K.C. ENGINEERING DATED JULY 18, 1993, OF TEN (10) TRACTS OF LAND OUT OF THAT CALLED 789.508 ACRE TRACT OF LAND CONVEYED TO THE STATE OF TEXAS, STATE DEPARTMENT OF HIGHWAYS AND PUBLIC TRANSPORTATION, BY INSTRUMENT RECORDED IN VOLUME 1723, PAGE 855 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 6.177 ACRE (269,077 SQUARE FOOT), TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a found $1/2$ " iron rod with aluminum cap stamped SDHPT in the easterly boundary line of that called 4.428 acre tract of land (Tract 6), designated as a 50 foot wide right-of-way reserve on said unrecorded plat prepared by K.C. Engineering, being the northwesterly corner of said 6.177 acre tract and an exterior ell corner in the westerly boundary line of that called 50.000 acre tract of land out of said 789.508 acre tract as surveyed by Bryson and Associates on August 26, 1991, from which the calculated northeasterly corner of said 4.428 acre tract bears North $22^{\circ}12'54''$ West, a distance of 596.68 feet;

THENCE, departing the easterly boundary line of said 4.428 acre tract, with the common boundary line of said 6.177 acre tract and said 50.000 acre tract, the following four (4) courses:

- 1) North $67^{\circ}04'19''$ East for a distance of 299.94 feet to a found $1/2$ " iron rod with aluminum cap, being the northeasterly corner of said 6.177 acre tract and an interior ell corner in the westerly boundary line of said 50.000 acre tract;
- 2) South $22^{\circ}13'35''$ East for a distance of 870.13 feet to a found $1/2$ " iron rod with aluminum cap found at the beginning of a non-tangent curve to the right, being the southeasterly corner of said 6.177 acre tract and an interior ell corner in the westerly boundary line of said 50.000 acre tract;
- 3) Along said curve to the right, having a delta angle of $20^{\circ}23'04''$, a radius of 542.96 feet, an arc length of 193.17 feet, and a chord which bears South $56^{\circ}57'30''$ West for a distance of 192.16 feet to a found $1/2$ " iron rod in an asphalt road; from which a found $1/2$ " iron rod with aluminum cap bears S $23^{\circ}05'53''$ East, a distance of 60.09 feet;
- 4) South $67^{\circ}07'12''$ West for a distance of 111.36 feet to a found P.K. nail in said asphalt road in the easterly boundary line of said 4.428 acre tract, being the southwest corner of said 6.177 acre tract and an exterior ell corner in the westerly boundary line of said 50.000 acre tract;

THENCE, with the westerly boundary line of said 6.177 acre tract, same being the easterly boundary line of said 4.428 acre tract, North $22^{\circ}12'54''$ West for a distance of 903.78 feet to the POINT OF BEGINNING, containing 6.177 acres (269,077 square feet) of land, more or less.

All bearings and distances recited herein are based on the Texas State Plane Coordinate System, Central Zone No 4203, NAD 83.

GRANTEE ADDRESS:
TEXAS PARKS AND WILDLIFE DEPT.
4200 SMITH SCHOOL RD.
AUSTIN, TEXAS 78744

CERTIFIED TO BE A TRUE AND
CORRECT COPY



NANCY E. FISTER, County Clerk
Williamson County

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