



Utility Joint Use Agreement

Roadway CR 258 (Sunset Ridge Dr) Project CR 258

From CR 258 Extension To Seward Junction Loop North

Project Letting Date November 2025

WHEREAS Williamson County proposes to make certain roadway improvements on that section of the above-indicated roadway; and

WHEREAS the City of Georgetown, (“Utility”), proposes to adjust or relocate certain of its facilities, if applicable, and retain title to any property rights it may have on, along or across, and within or over such limits of the roadway right of way as indicated by the location map attached hereto.

NOW, THEREFORE, in consideration of the covenants and acknowledgements herein contained, the parties mutually agree as follows:

It is agreed that joint usage for both the roadway and utility purposes will be made of the area within the roadway right of way limits as such area is defined and to the extent indicated on the aforementioned plans or sketches. Nothing in this Agreement shall serve to modify or extinguish any compensable property interest vested in the Utility within the above described area. If the facilities shown in the aforementioned plans need to be altered or modified or new facilities constructed to either accommodate the proposed roadway improvements or as part of Utility's future proposed changes to its own facilities, Utility agrees to notify the County at least 30 days prior thereto, and to furnish necessary plans showing location and type of construction, unless an emergency situation occurs and immediate action is required. If an emergency situation occurs and immediate action is required, Utility agrees to notify the County promptly. If such alteration, modification or new construction is in conflict with the current roadway or planned future roadway improvements, or could endanger the traveling public using said roadway, the County shall have the right, after receipt of such notice, to prescribe such regulations as necessary for the protection of the roadway facility and the traveling public using said roadway. Such regulations shall not extend, however, to requiring the placement of intended overhead lines underground or the routing of any lines outside of the area of joint usage above described.

If Utility's facilities are located along a controlled access roadway, Utility agrees that ingress and egress for servicing its facilities will be limited to frontage roads where provided, nearby or adjacent public roads and streets, or trails along or near the roadway right of way lines which only connect to an intersecting road. Entry may be made to the outer portion of the roadway right of way from any one or all access points. Where supports, manholes or other appurtenances of the Utility's facilities are located in medians or interchange areas, access from the through-traffic roadways or ramps will be allowed by permit issued by the County to the Utility setting forth the conditions for policing and other controls to protect roadway users. In an emergency situation, if the means of access or service operations as herein provided will not permit emergency repairs as required for the safety and welfare of the public, the Utility shall have a temporary right of access to and from the through-traffic roadways and ramps as necessary to accomplish the required repairs, provided the County is notified immediately when such repairs are initiated and adequate provision is made by Utility for the convenience and safety of roadway traffic. Except as expressly provided herein, the Utility's rights of access to the through-traffic roadways and/or ramps shall be subject to the same rules and regulations as apply to the general public.

Initial Date
Williamson County

HA 9/9/2025
Initial Date
Utility



If Utility's facilities are located along a non-controlled access roadway, the Utility's rights of ingress and egress to the through-traffic roadways and/or ramps are subject to the same rules and regulations as apply to the general public.

Participation in actual costs incurred by the Utility for any future adjustment, removal or relocation of utility facilities required by roadway construction shall be in accordance with applicable laws of the State of Texas.

Utility will, by written notice, advise the County of the beginning and completion dates of the adjustment, removal, or relocation, and, thereafter, agrees to perform such work diligently, and to conclude said adjustment, removal, or relocation by the stated completion date. The completion date may, upon advance written notice to the County, be extended by Utility for delays caused by events outside Utility's control, including an event of Force Majeure, which shall include a strike, war or act of war (whether an actual declaration of war is made or not), insurrection, riot, act of public enemy, accident, fire, flood or other act of God, sabotage, or other events, interference by the County or any other party with Utility's ability to proceed with the relocation, or any other event in which Utility has exercised all due care in the prevention thereof so that the causes or other events are beyond the control and without the fault or negligence of Utility. It is expressly understood that Utility conducts the new installation, adjustment, removal, and/or relocation at its own risk, and that the County makes no warranties or representations regarding the existence or location of utilities currently within its right of way.

The Utility and the County, by execution of this Agreement, do not waive or relinquish any right that they may have under the law.

The signatories to this Agreement warrant that each has the authority to enter into this Agreement on behalf of the party represented.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures.

UTILITY:

Utility:

City of Georgetown
Name of Utility

By:

Hunter Anderson
Authorized Signature

Hunter Anderson
Print or Type Name

Title:

Utility Project
Manager

Date:

9/9/2025

WILLIAMSON COUNTY:

THE COUNTY OF WILLIAMSON

Executed and approved for the County of Williamson Texas for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by Williamson County.

By: _____
Presiding Officer of the Williamson
County Commissioners Court

Date: _____

Initial Date
Williamson County

HA 9/9/2025
Initial Date
Utility

REVIEWED
By Harsha Shetty on 10/23/2025

CR 258 P665

REVIEWED
By Eddie Church, P.E. at 9:44 am, Oct 30, 2025

APPROVED
By Christen Eschberger at 8:28 am, Nov 10, 2025

RIGHT OF WAY EASEMENT
(General Type Easement)

1407

KNOW ALL MEN BY THESE PRESENTS, that Herschell B. Gaddy (hereinafter called "Grantors"), in consideration of one dollar (\$1.00) and other good and valuable consideration paid by Chisholm Trail Water Supply Corp. (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, a perpetual easement with the right to erect, construct, install, and lay and thereafter use, operate, inspect, repair, maintain, replace, and remove potable water pipeline over and across 66.06 4/10 85 acres of land, more particularly described in instrument recorded in Vol. 538, Page 398, Deed Records, Williamson County, Texas, together with the right of ingress and egress over Grantors' adjacent lands for the purpose for which the above mentioned rights are granted. The easement hereby granted shall not exceed 15' in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipe line(s) is installed, the easement herein granted shall be limited to a strip of land 15' in width the center line thereof being the pipe line as installed.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantors by reason of the installation of the structures referred to herein and the Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damages will result from its use to Grantors' premises. This Agreement together with other provisions of this grant shall constitute a covenant running with the land for the benefit of the Grantee, its successors, and assigns. The Grantors covenant that they are the owners of the above described lands and that said lands are free and clear of all encumbrances and liens except the following:

The easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the easement continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Grantee owns it, whichever is longer.

IN WITNESS WHEREOF the said Grantors have executed this instrument this 26th day of September, 1983

B. Manlove Survey
A-417

Herschell B. Gaddy

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF Williamson

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Herschell B. Gaddy known to me to be the person(s) whose name(s) is (are) subscribed to the foregoing instrument, and acknowledged to me that he (she) (they) executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 26th day of Sept., 1983.

(Seal)

Now Bamber
Notary Public in and for
Williamson County, Texas

OFFICIAL RECORDS
WILLIAMSON COUNTY TEXAS

Unofficial

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A. J. W. B.

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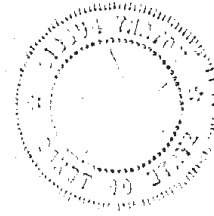
James S. Bejleton
COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

STATE OF TEXAS · COUNTY OF WILLIAMSON
I hereby certify that this Instrument was FILED
on the date and at the time stamped hereon
by me, and was duly RECORDED, in the Volume
and Page of the named RECORDS of Williamson
County, Texas, as stamped hereon by me, on

JAN 16 1984



James S. Bejleton
COUNTY CLERK
WILLIAMSON COUNTY, TEXAS



Unofficial Document