

## GEORGETOWN WATER LINE EASEMENT

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

This Agreement (" Agreement") is made on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at Georgetown, Texas, between Williamson County, Texas, a political subdivision of the State of Texas 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 potable water transmission line and related facilities (collectively, the " Facilities") on, over, under, and across the following described property of the Grantor, to wit:

Being a fifteen foot (15' ) wide strip 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** 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.
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 that Grantor and Grantor's successors and assigns shall not convey any other easement, license, or conflicting right to use the Easement Area. Grantee reserves unto itself the sole and exclusive right to consider applications for Licenses to Encroach in the Easement Area made by other entities to allow placement of other improvements upon, over, under and across the Easement Area, and related surface appurtenances. Notwithstanding the foregoing, the Grantee agrees that it will not unreasonably withhold approval of said Licenses to Encroach. Grantee further agrees that, in the event that Grantor applies for a License to Encroach, Grantor shall not be required to pay any consideration in the future for such License to Encroach other than any application fee that may be required by Grantee's development regulations in effect at the time the application is submitted.
7. In addition to the Easement, rights, and privileges herein granted, Grantee shall have the temporary right to use the surface of any property owned by Grantor which is within thirty feet (30') of the Easement Area (the "Temporary Easement Area") to the extent necessary to construct and install the Facilities within the Easement Area. Upon the completion of such construction and installation, Grantee shall restore the surface of the Temporary Easement Area to the condition in which the same was found before any such work was undertaken, and Grantee's right to use any portion of Grantor's property adjacent to the Easement Area shall thereupon terminate for all purposes.
8. The Temporary Easement Area shall be in effect from the date construction begins on the Project and shall expire upon completion of construction of the Project on the adjoining permanent utility Easement Area, but no later than one (1) year from the date of execution hereof.
9. 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.
10. The terms of this Agreement shall be binding upon Grantor, and Grantor's 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 this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**GRANTOR:**

By: \_\_\_\_\_

Dan A. Gattis  
Williamson County Judge

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Hal C. Hawes  
Assistant Williamson  
County Attorney

**GRANTEE:**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Representative Capacity: \_\_\_\_\_

*(Acknowledgments follow on separate page)*

**ACKNOWLEDGMENT**

**STATE OF TEXAS** §

**COUNTY OF WILLIAMSON** §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by DAN A. GATTIS, County Judge of the County of Williamson, a political subdivision of the State of Texas, on behalf of said political subdivision.

\_\_\_\_\_  
Notary Public, State of Texas

**ACKNOWLEDGMENT**

**STATE OF TEXAS** §

**COUNTY OF WILLIAMSON** §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ on behalf of the City of Georgetown, a Texas home-rule municipal corporation.

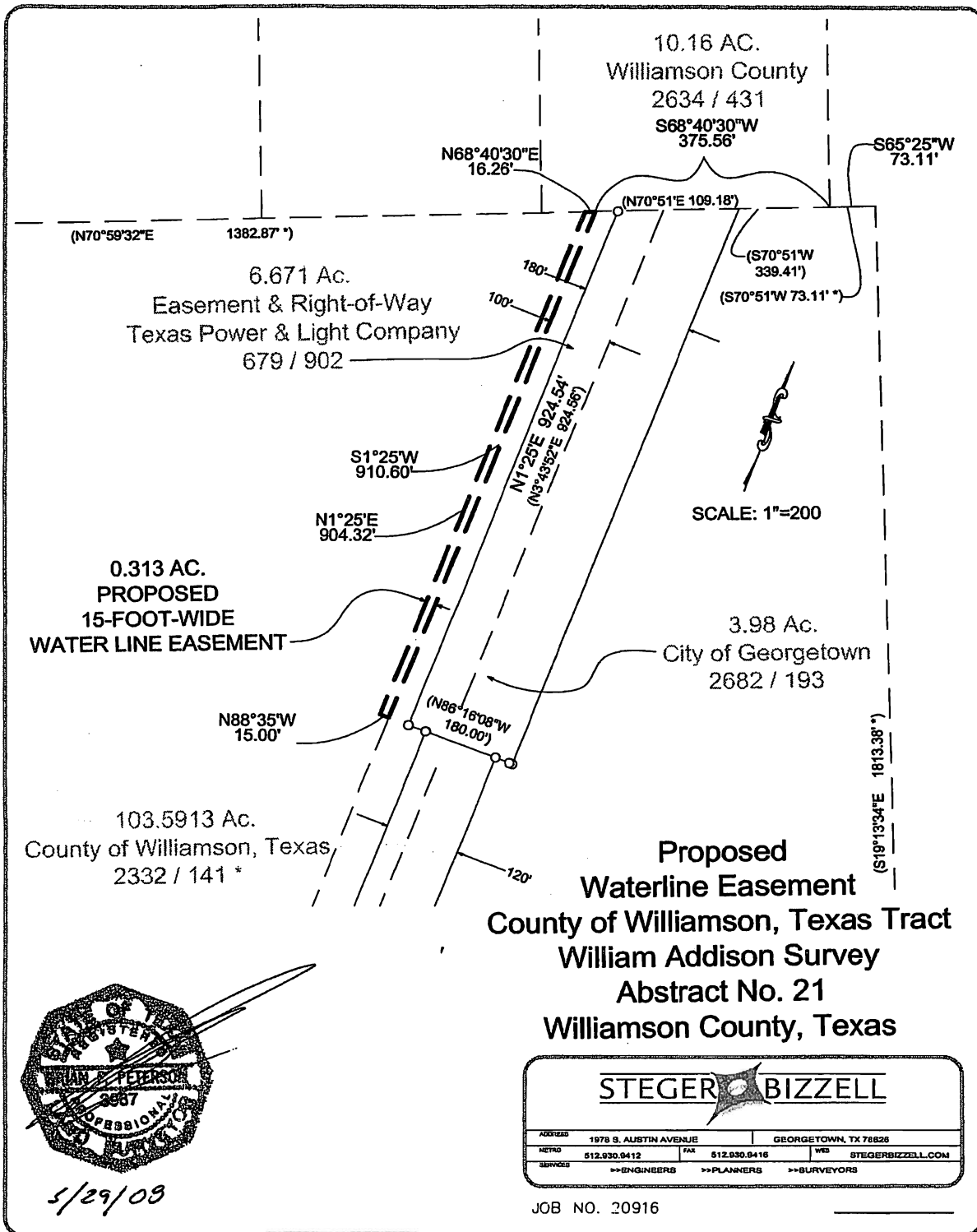
\_\_\_\_\_  
Notary Public, State of Texas

**AFTER RECORDING, RETURN TO GRANTEE:**

Georgetown City Secretary

P.O. Box 409  
Georgetown, Texas 78627

**EXHIBIT "A"**



LEGAL DESCRIPTION FOR A PROPOSED 15-FOOT-WIDE WATERLINE  
EASEMENT

BEING 0.313 of an acre of land, situated in the William Addison Survey, Abstract No. 21, in Williamson County, Texas, said land being a portion of that certain tract of land, called 103.5913 acres as conveyed to County of Williamson, Texas, by deed recorded in Volume 2332, Page 141, of the Official Public Records of Williamson County, Texas. Surveyed on the ground in the month of May, 2008, under the supervision of Brian F. Peterson, Registered Professional Land Surveyor, and being more particularly described as follows;

BEGINNING at a point on the North line of the above-referenced 103.5913 acre County of Williamson, Texas, tract, being the South line of that certain tract of land, called 10.16 acres, as conveyed to Williamson County by deed as recorded in Volume 2634, Page 431, of the Official Records of Williamson County, Texas, being the Northwest corner of that certain Easement and Right-of-Way, called 6.671 acres, as conveyed to Texas Power and Light Company by deed as recorded in Volume 679, Page 902, of the Deed Records of Williamson County, Texas, for the Northeast corner hereof; said point being S 65°25'W, 73.11 feet and S 68°40'30" W, 375.56 feet from the Northeast corner of the said 103.5913 acre County of Williamson, Texas, tract;

THENCE, along the West line of the said 6.671 acre Texas Power and Light Company Easement and Right-of-Way, S 01°25' W, 910.60 feet to a point in the Southeast corner hereof;

THENCE, N 88°35' W, 15.00 feet to a point for the Southwest corner hereof;

THENCE, N 01°25' E, 904.32 feet to a point on the said North line of the 103.5913 acre County of Williamson, Texas, tract, being the South line of the said 10.16 acre Williamson County tract, for the Northwest corner hereof;

THENCE, N 68°40'30" E, 16.26 feet to the Place of BEGINNING and containing 0.313 of an acre of land.


STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF WILLIAMSON

I, Brian F. Peterson, Registered Professional Land Surveyor, do hereby certify that this survey was made on the ground of the property legally described hereon and is correct, to the best of my knowledge and belief.

To certify which, witness my hand and seal at Georgetown, Williamson County, Texas, this the 29th day of May, 2008, A.D.

  
\_\_\_\_\_  
Brian F. Peterson  
Registered Professional Land Surveyor, No. 3967  
State of Texas



**STEGE BIZZELL**

1978 S. Austin Ave  
Georgetown, TX 78626  
(512) 930-9412