

UTILITY EASEMENT

STATE OF TEXAS

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KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF WILLIAMSON

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This Easement is made between **Williamson County, Texas**, a political subdivision of the State of Texas (hereinafter referred to as "Grantor"), and **Atmos Energy Corporation** (herein referred to as "Grantee").

1. For the good and valuable consideration described in Paragraph 2 below, Grantor hereby GRANTS and CONVEYS to Grantee, and Grantee's successors and assigns, a non-exclusive easement (the "Easement") for the placement, construction, operation, repair, maintenance, replacement, upgrade, rebuilding and/or removal of natural gas line and related underground facilities (collectively, the "Facilities") under and across the following described property of the Grantor, to wit:

Being two strips of land which consists of 0.418 of an acre of land and 0.559 of an acre of land, situated in the Williamson Addison Survey, Abstract No. 21, said land being situated in the County of Williamson, State of Texas, being more particularly described by metes and bounds and by diagrams in **Exhibit A** and **Exhibit B** 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 \$10.00 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, and/or removing the Facilities. Grantee acknowledges and agrees that in no event shall the rights of Grantee in the Easement include any other types of rights, interests or use(s) other than such rights, interests or use(s) as specifically set forth herein.
4. Grantee shall not, without the prior written consent of Grantor, which shall not be unreasonably withheld, grant, transfer or otherwise assign any right or interest which Grantee receives under this instrument to any individual or entity who is not a party hereto. Any permitted assignment of this Easement and of the rights of the Grantee hereunder shall include an express assumption by the permitted assignee of the obligations set forth herein.
5. The duration of the Easement shall be perpetual; provided, however, Grantee acknowledges and agrees that in the event Grantee ceases to use the Facilities within

the Easement Area for a period of at least sixty (60) cumulative calendar days over a twelve (12) month period, all rights, title and interests granted to Grantee hereunder shall terminate and revert back to Grantor. In the event of such termination and reversion, Grantee shall execute a deed of release, in recordable form, and deliver same to Grantor immediately upon Grantor's written request to Grantee.

6. The Easement and the rights and privileges granted by this instrument are NON-EXCLUSIVE. However, Grantor and Grantor's successors and assigns shall not convey any other easement, license, or conflicting right to use the Easement Area for any purpose which will directly interfere with or prevent Grantee's use thereof or that would otherwise damage the Facilities.
7. Grantor shall retain full use of the Easement Area for any purpose not prohibited by the terms of this instrument.
8. Should Grantee or Grantee's agents, in the exercise of Grantee's rights hereunder, ever damage Grantor's property, whether it be real or personal property that is located within the Easement Area or within areas adjoining the Easement Area, Grantee shall be liable for such damage and Grantee shall be obligated to immediately repair the damaged property to its prior condition.
9. Grantee agrees that no hardwood trees, within the Easement Area or on the areas adjoining the Easement Area, having trunks that are two (2) inches in diameter or larger, measured two (2) feet above the ground, shall be cut, damaged or otherwise disturbed without the Grantor's prior written permission; however, cedar trees, brush, sprouts and small saplings may be cut, it being provided that all such brush, sprouts and small saplings shall be removed from the Grantor's property. In the event that Grantee or Grantee's agents and/or contractors cut, damage or otherwise disturb a hardwood tree having a trunk that is two (2) inches in diameter or larger, measured two (2) feet above the ground, Grantee shall be obligated and liable to Grantor for the repair and/or replacement value of each such damaged hardwood tree.
10. 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 Fifteen (15) feet of either side of the centerline of the 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.
11. The terms of this instrument 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 permitted assigns of Grantee; and shall be deemed to be a covenant running with the land.

12. This instrument contains the entire agreement between the parties relating to its subject matter. Any oral representations or modifications concerning this Easement shall be of no force and effect. Any subsequent amendment or modification must be in writing and agreed to by all parties.

13. Grantor and Grantor's successors and assigns are and shall be bound to WARRANT and FOREVER DEFEND the Easement and the rights conveyed in this instrument to Grantee and Grantee's successors and permitted assigns, against every person lawfully claiming or to claim all or any part thereof, by, through or under Grantor, but not otherwise, subject to the terms and provisions hereof and all matters of record or visible and apparent on the ground, to the extent same are valid, subsisting and affect the Easement Area.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on this 9th day of Feb., 2016.

GRANTOR:

Williamson County, Texas

By: 

Dan A. Gattis

Williamson County Judge

ACKNOWLEDGMENT

STATE OF TEXAS

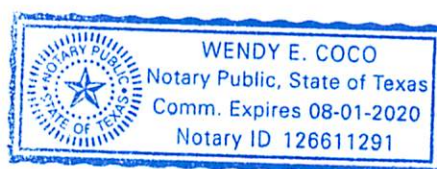
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COUNTY OF WILLIAMSON

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This instrument was acknowledged before me on the 9th day of February, 2016, 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



AFTER RECORDING, RETURN TO GRANTEE:

Williamson County Facilities
c/o: Dale Butler
Assistant Director, Projects
3101 SE Inner Loop
Georgetown, TX 78626

EXHIBIT "A"

Parcel: 1-E
County: Williamson
Project: Inner Loop

EXHIBIT A
PROPERTY DESCRIPTION

DESCRIPTION OF A 0.418 ACRE (18,229 SQUARE FOOT), TRACT OF LAND SITUATED IN THE WILLIAM ADDISON SURVEY ABSTRACT NO. 21, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF THAT CALLED 179.2993 ACRE TRACT OF LAND DESCRIBED IN WARRANTY DEED TO COUNTY JUDGE JOHN DOERFLER (WILLIAMSON COUNTY) RECORDED IN DOCUMENT NO. 199975478, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.418 ACRE (18,229 SQUARE FOOT) TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod with aluminum cap stamped "COG-ROW 4933" set in the proposed northerly ROW line of said Inner Loop, 100.84 feet left of proposed Inner Loop baseline station 100+68.44, being in the common boundary line of the remainder of said 179.2993 acre tract and that called 10.00 acre tract of land described in Special Warranty Deed to Williamson County, Texas recorded in Document No. 2006086736 of the Official Public Records of Williamson County, Texas for the southerly corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, departing said proposed northerly ROW line, with said common boundary line, **N 56°39'45" W** for a distance of **25.00** feet to a calculated point, being the westerly corner of the herein described tract, and from which the most northerly corner of said 10.00 acre tract bears **N 56°39'45" W** at a distance of 377.32 feet;

THENCE, departing said common boundary line, through the interior of the remainder of said 179.2993 acre tract, the following three (3) courses:

- 1) **N 33°17'55" E** for a distance of **173.36** feet to a calculated point of curvature to the right;
- 2) along said curve to the right, having a delta angle of **06°16'43"**, a radius of **1673.00** feet, an arc length of **183.33** feet, and a chord which bears **N 36°26'41" E** for a distance of **183.24** feet to a point of tangency;
- 3) **N 39°33'30" E** for a distance of **623.02** feet to a calculated point in said proposed northerly ROW line, for the northerly corner of the herein described tract, and from which an iron rod with aluminum cap stamped "COG-ROW 4933" set for an angle point in said proposed northerly ROW line, located 130.24 feet left of Inner Loop baseline station 110+34.51, bears **N 50°26'30" W** at a distance of 5.00 feet;

THENCE, with said proposed northerly ROW line, the following five (5) courses:

- 4) **S 50°26'30" E** for a distance of **15.00** feet to an iron rod with aluminum cap stamped "COG-ROW 4933" set, 110.24 feet left of Inner Loop baseline station 110+34.53, for the easterly corner of the herein described tract;
- 5) **S 39°33'30" W** for a distance of **623.04** feet to an iron rod with aluminum cap stamped "COG-ROW 4933" set, 110.09 feet left of proposed Inner Loop baseline station 104+13.50, for an ell corner;

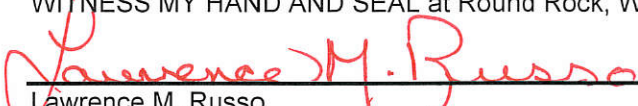
- 6) **S 50°36'03" E** for a distance of **10.00** feet to an iron rod with aluminum cap stamped "COG-ROW 4933" set 100.09 feet left of proposed Inner Loop baseline station 104+13.36, for a point of curvature of a non-tangent curve to the left;
- 7) along said curve to the left, having a delta angle of **06°16'45"**, a radius of **1648.00** feet, an arc length of **180.61** feet, and a chord which bears **S 36°26'43" W** for a distance of **180.52** feet to an iron rod with aluminum cap stamped "COG-ROW 4933" set 101.20 feet left of proposed Inner Loop baseline station 102+41.44, for a point of non-tangency;
- 8) **S 33°17'55" W** for a distance of **173.38** feet to the **POINT OF BEGINNING**, containing 0.418 acres (18,229 square feet) of land, more or less.

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

This property description is accompanied by a separate plat.

That I, Lawrence M. Russo, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.


Lawrence M. Russo
Registered Professional Land Surveyor No. 5050
Inland Geodetics, LLC
Firm Registration No. 100591-00
1504 Chisholm Trail Road Suite 103
Round Rock, TX 78681
512-238-1200


Date



EXHIBIT “B”

Parcel: 3-E
County: Williamson
Project: Inner Loop

EXHIBIT **B**
PROPERTY DESCRIPTION

DESCRIPTION OF A 0.559 ACRE (24,332 SQUARE FOOT), TRACT OF LAND SITUATED IN THE WILLIAM ADDISON SURVEY ABSTRACT NO. 21, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF THAT CALLED 179.2993 ACRE TRACT OF LAND DESCRIBED IN WARRANTY DEED TO COUNTY JUDGE JOHN DOERFLER (WILLIAMSON COUNTY) RECORDED IN DOCUMENT NO. 199975478, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.559 ACRE (24,332 SQUARE FOOT) TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2 inch iron rod found, being a point of curvature in the existing northwesterly Right-of-Way (ROW) line of Inner Loop (ROW width varies), said northwesterly ROW line being the northwesterly boundary line of that called 5.15 acre (Tract 3) described in Warranty Deed to said County Judge John Doerfler (Williamson County) recorded in Document No. 9735409 of the Official Records of Williamson County, Texas, same being the southeasterly boundary line of said remainder of 179.2993 acre tract;

THENCE, departing said northwesterly ROW line, through the interior of said remainder of 179.2993 acre tract, S 63°08'21" W for a distance of 118.79 feet to a calculated point, being the most easterly corner of that called 0.561 acre Georgetown Utility Easement (15' wide) described and recorded in Document No. 2013018001 of the Official Public Records of Williamson County, Texas, same being in the northwesterly line of that called 1.752 acre Water & Electric Easement to the City of Georgetown described and recorded in Document No. 2006048905 of the Official Public Records of Williamson County, Texas, also being in the proposed northwesterly ROW line of said Inner Loop (proposed ROW width varies), for the most southerly corner and **POINT OF BEGINNING** of the herein described tract, and from which an iron rod with aluminum cap stamped "COG-ROW 4933" set (100.84 feet left of proposed Inner Loop Baseline Station 100+68.44) in the common boundary line of said remainder of 179.2993 acre tract and the northeasterly boundary line of that called 10.00 acre tract of land described in Special Warranty Deed to Williamson County, Texas recorded in Document No. 2006086736 of the Official Public Records of Williamson County, Texas, bears S 33°17'55" W, at a distance of 15.00 feet, pass the southerly corner of said 0.561 acre Easement tract, and continuing, crossing a Private Drive, (known as Wilco Way) for a total distance of 70.32 feet;

THENCE, departing said northwesterly boundary line of the 1.752 acre Easement tract, same being said proposed ROW line, with the northeasterly boundary line of said 0.561 acre Easement tract, being southeasterly of said Private Drive Wilco Way and that called Tracy Chambers Lane, (a connecting Private Drive), the following ten (10) courses:

- 1) **N 56°42'42" W** for a distance of **425.95** feet to a calculated point of curvature to the right;
- 2) along said curve to the right, having a delta angle of **10°23'57"**, a radius of **863.50** feet, an arc length of **156.73** feet, and a chord which bears **N 51°30'39" W** for a distance of **156.51** feet to a point of tangency;
- 3) **N 46°18'41" W** for a distance of **316.91** feet to a calculated angle point;
- 4) **N 01°18'41" W** for a distance of **95.82** feet to a calculated angle point;
- 5) **N 44°03'54" E** for a distance of **461.13** feet to a calculated angle point;
- 6) **N 21°33'54" E** for a distance of **62.18** feet to a calculated ell corner;
- 7) **S 68°26'06" E** for a distance of **15.27** feet to a calculated ell corner;
- 8) **N 21°33'54" E** for a distance of **16.68** feet to a calculated ell corner;
- 9) **N 68°26'06" W** for a distance of **15.27** feet to a calculated ell corner;
- 10) **N 21°33'54" E** for a distance of **66.92** feet to the calculated northeasterly corner of said 0.561 acre Easement tract, for the northwesterly corner of the herein described tract;

THENCE, departing said 0.561 acre Easement tract, through the interior of the remainder of said 179.2993 acre tract, the following eleven (11) courses:

- 11) **S 68°26'06" E** for a distance of **15.00** feet to the calculated northeasterly corner of the herein described tract;
- 12) **S 21°33'54" W** for a distance of **51.92** feet to a calculated ell corner;
- 13) **S 68°26'06" E** for a distance of **15.27** feet to a calculated ell corner;
- 14) **S 21°33'54" W** for a distance of **46.68** feet to a calculated ell corner;
- 15) **N 68°26'06" W** for a distance of **15.27** feet to a calculated ell corner;
- 16) **S 21°33'54" W** for a distance of **50.16** feet to a calculated angle point;
- 17) **S 44°03'54" W** for a distance of **457.84** feet to a calculated angle point;
- 18) **S 01°18'41" E** for a distance of **83.34** feet to a calculated angle point;
- 19) **S 46°18'41" E** for a distance of **310.70** feet to a calculated point of curvature to the left;
- 20) along said curve to the left, having a delta angle of **10°23'57"**, a radius of **848.50** feet, an arc length of **154.00** feet, and a chord which bears **S 51°30'39" E** for a distance of **153.79** feet to a point of tangency;
- 21) **S 56°42'42" E** for a distance of **425.95** feet to a calculated point, being in said proposed northwesterly ROW line, same being in the northwesterly boundary line of said 1.752 acre Easement tract, for the most easterly corner of the herein described tract;
- 22) **THENCE**, with said proposed northwesterly ROW line, same being the northwesterly boundary line of said 1.752 acre Easement tract, **S 33°17'55" W** for a distance of **15.00** feet to the **POINT OF BEGINNING**, containing 0.559 acres (24,332 square feet) of land, more or less.

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

This property description is accompanied by a separate plat.

That I, Lawrence M. Russo, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

Lawrence M. Russo
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Registered Professional Land Surveyor No. 5050
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Round Rock, TX 78681
512-238-1200

12/11/2017
Date

