

SIDEWALK MAINTENANCE AND ACCESS EASEMENT

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

This instrument is made on the 26th day of March, 2019 between COUNTY OF WILLIAMSON, 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 a perpetual maintenance and access sidewalk easement (the "Easement") on, over, across and through the following described property, to wit:

Being all those certain tracts, piece or parcels of land lying and being situated in the County of Williamson, State of Texas, being more particularly described metes and bounds in **EXHIBIT "A"** attached hereto and being depicted on the sketch attached hereto as **EXHIBIT "B"**, which by this reference are attached to this document and incorporated within it (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 construction, operation, maintenance, repair, replacement, and/or upgrade of sidewalks within said Easement Area, and for access, ingress, and egress over the Easement Area for public sidewalk purposes. Grantee shall be responsible for maintenance of all sidewalks within the Easement Area at such time that the sidewalks are completed and have been accepted for maintenance by the City of Georgetown, Texas. It is understood and agreed that all equipment and facilities placed on, under, or within the Easement Area by or on behalf of Grantee, shall remain the property of Grantee.
4. The duration of the Easement is perpetual.
5. The Easement, and the rights and privileges granted by this instrument are exclusive to Grantee, and Grantee's successors and assigns, and Grantor covenants that it will not convey any other easement, license or conflicting rights within the area covered by this grant without the express written consent of Grantee.

6. Grantee shall not be responsible or liable for any loss or damage to any improvements, property, structure, or building now existing or hereafter constructed or placed within the Easement Area. Grantor shall be required to first obtain the consent and approval from Grantee for the construction and location of any improvements within the Easement Area.
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 Twenty (20) feet of the Easement Area (the "Temporary Easement Area") to the extent necessary to construct and install the sidewalks 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. 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.
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 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 has caused this instrument to be executed on this 26th day of March, 2019.

GRANTOR:

COUNTY OF WILLIAMSON, TEXAS

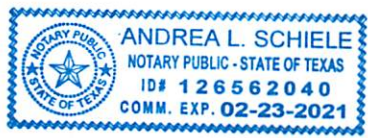
By: Bill Gravel
Bill Gravel, County Judge

Acknowledgment

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the 26th day of March, 2019 by Bill Gravel Jr., County Judge of the County of Williamson, Texas.



Andrea L. Schiele
Notary Public, State of Texas

APPROVED AS TO FORM:

[Signature]
_____, Asst. City Attorney

AFTER RECORDING, RETURN TO GRANTEE:
Georgetown City Secretary
P.O. Box 409
Georgetown, Texas 78627

EXHIBIT "A"

SIDEWALK EASEMENT DESCRIPTION

DESCRIPTION OF A 3,055 SQUARE FOOT TRACT OF LAND LOCATED IN THE WILLIAM ADDISON SURVEY, ABSTRACT NO. 21, WILLIAMSON COUNTY, TEXAS, BEING OUT OF BLOCK 13, SHELL'S ADDITION, A MAP OF WHICH IS RECORDED IN CABINET A, SLIDE 40B, OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID BLOCK 13 CONVEYED TO WILLIAMSON COUNTY, TEXAS BY DEED OF RECORD IN VOLUME 176, PAGE 445, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, SAID 3,055 SQUARE FOOT TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a 1/2-inch iron rod found at the intersection of the north right-of-way line of East 7th Street, a variable width right-of-way, and of the east right-of-way line of Pine Street, formerly known as Taylor Street, a variable width right-of-way, both streets of record in said SHELL ADDITION, for the southwest corner of said Block 13, for the southwest corner of the herein described tract;

THENCE, North 02°06'04" West, with the east right-of-way line of said Pine Street, being the west line said Block 13, and being the west line of the herein described tract, a distance of 12.73 feet, to a point for the northwest corner of the herein described tract;

THENCE, North 68°24'49" East, crossing said Block 13, with the north line of the herein described tract, being parallel with and 12.00 feet distant therefrom the north right-of-way of said East 7th Street, a distance of 254.59 feet, to a point in the west right-of-way line of South Holly Street, formerly known as East Street, a variable width right-of-way, of record in said SHELL ADDITION, for the northeast corner of the herein described tract, from which the northeast corner of Block 13 bears North 02°06'04" West, a distance of 217.27 feet, to a point, from which a 1/2-inch iron rod found disturbed, bears South 52°20'14" West, a distance of 0.96 feet;

THENCE, South 02°06'04" East, with the west right-of-way line of said South Holly Street, being the east line of said Block 13, being the east line of the herein described tract, a distance of 12.73 feet, to 1/2-inch iron rod found disturbed;

*MA
06/28/2018*

STEGER BIZZELL

1978 S. Austin Ave
Georgetown, TX 78626

Page 2 of 2
Proj No. 22544
June 28, 2018

3,055 Sq. Ft.
Block 13, Shell Addition
William Addison Survey, Abstract No. 21
Williamson County, Texas

THENCE, South 68°24'49" West, with the north right-of-way line of said East 7th Street, being the south line of said Block 13, and being the south line of the herein described tract, a distance of 254.59 feet, to the **POINT OF BEGINNING**, and containing 3,055 square feet of land, more or less, within these metes and bounds.

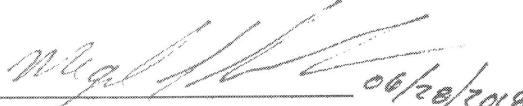
Bearings are based on the Texas Coordinate System of 1983, Central Zone (NAD_83 (2011)). All distances shown hereon are surface values represented in U.S. Survey Feet based on a Grid-to-Surface Combined Adjustment Factor of 1.00013.

The forgoing metes and bounds description and survey on which it is based is accompanied by and a part of survey map of the subject tract.

The subject tract is an easement, monuments were not set for corners.

I certify that this description was prepared from a survey made on the ground in June, 2018, under my supervision.

Steger & Bizzell Engineering Inc.


Miguel A. Escobar, LSLS, RPLS
Texas Reg. No. 5630
1978 South Austin Avenue
Georgetown, Texas 78626
(512) 930-9412
TBPLS Firm No. 10003700

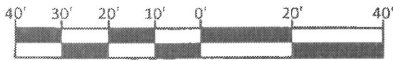


P:\22000-22999\22544 CoG Old Town NE Sdwks\Survey Data\Descriptions\22544-desc-sw-esmt7.docx

STEGER BIZZELL

1978 S. Austin Ave
Georgetown, TX 78626

EXHIBIT "B"

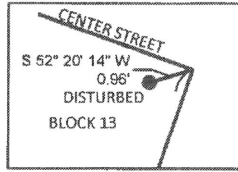


GRAPHIC SCALE: 1" = 40'

LEGEND

- IRON REBAR FOUND (1/2", OR AS NOTED)
- OPR OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
- PR PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
- DR DEED RECORDS OF WILLIAMSON COUNTY, TEXAS

DETAIL NOT TO SCALE



E. 5TH STREET (CENTER STREET)
(ROW VARIES)
(CAB A, SLIDE 40B, PR)

SEE DETAIL

**BLOCK 13
SHELL ADDITION
CAB. A, SLIDE 40B, PR**

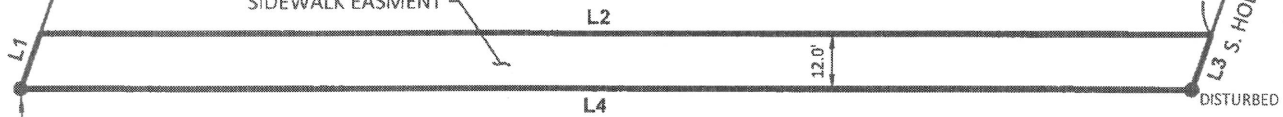
WILLIAMSON COUNTY
VOL. 176, PAGE 445, DR

PINE STREET (TAYLOR STREET)
(ROW VARIES)
(CAB A, SLIDE 40B, PR)

WILLIAM ADDISON SURVEY, A-21
WILLIAMSON COUNTY, TEXAS

3,055 SQ FT
SIDEWALK EASEMENT

N 02° 06' 04" W 217.27'
L3 S. HOLLY STREET (EAST STREET)
(ROW VARIES)
(CAB A, SLIDE 40B, PR)



POINT OF BEGINNING

E. 7TH STREET (SAN GABRIEL STREET)
(ROW VARIES)
(CAB A, SLIDE 40B, PR)

NOTES:

1. BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (NAD_83 (2011)). ALL DISTANCES SHOWN HEREON ARE SURFACE VALUES REPRESENTED IN U.S. SURVEY FEET BASED ON A GRID-TO-SURFACE COMBINED ADJUSTMENT FACTOR OF 1.00013.
2. REFERENCE IS HEREON MADE TO THE METES AND BOUNDS DESCRIPTION OF THIS TRACT ACCOMPANYING THIS SKETCH.
3. SUBJECT TRACT SHOWN HEREON IS AN EASEMENT. NO MONUMENTATION SET FOR CORNERS.

Line Table		
Line #	Direction	Length
L1	N 02°06'04" W	12.73'
L2	N 68°24'49" E	254.59'
L3	S 02°06'04" E	12.73'
L4	S 68°24'49" W	254.59'

THIS IS TO CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND JUNE, 2018, BY ME OR UNDER MY SUPERVISION, THAT THIS SURVEY PLAT REPRESENTS THE FACTS FOUND AT THE TIME OF THE SURVEY.

STEGER BIZZELL

Miguel A. Escobar
06/28/2018

MIGUEL A. ESCOBAR, L.S.L.S., R.P.L.S.
TEXAS REG. NO. 5630

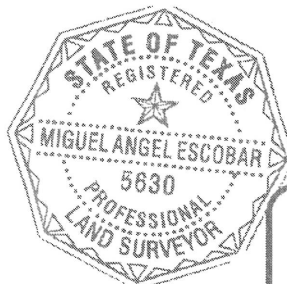


EXHIBIT OF
3,055 SQUARE FOOT SIDEWALK EASEMENT
OUT OF BLOCK 13
SHELL ADDITION
IN THE WILLIAM ADDISON SURVEY, A-21
WILLIAMSON COUNTY, TEXAS

STEGER BIZZELL

ADDRESS: 1978 S. AUSTIN AVENUE	GEORGETOWN, TX 78626	
MTBA: 512.930.9412	TEXAS REGISTERED ENGINEERING FIRM #181	WEB: STEGERBIZZELL.COM
SERVICES:	ENGINEERING	PLANNING

DATE 06/27/2018 JOB NO. 22544