

WATER LINE EASEMENT

STATE OF TEXAS

§

KNOW ALL BY THESE PRESENTS:

COUNTY OF WILLIAMSON

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This Water Line Easement Agreement (this "Agreement") is made on the ____ day of _____, 20__, at Georgetown, Texas, 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, 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 water line and related facilities (collectively, the "Facilities") on, over, under, and across the following described property of the Grantor, to wit:

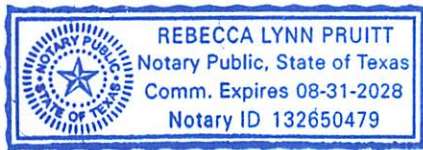
Being all that certain tract, piece or parcel of land lying and being situated in the County of Williamson, State of Texas, being more particularly described by metes and bounds in **Exhibit A** and by diagram in **Exhibit B** attached hereto and made a part hereof for all purposes (the "Easement Area").

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. The Easement additionally includes the following rights: (1) the right to change the size of the Facilities; (2) the right to relocate the Facilities within the Easement Area; and (3) the right to remove from the Easement Area all trees and parts thereof, or other obstructions, which endanger or may interfere with the efficiency and maintenance of 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 Grantee's successors and assigns, and Grantor covenants that Grantor shall not convey any other easement, license, or conflicting right to use in any manner, the area (or any portion thereof) covered by this grant.
7. 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.
8. 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 and Grantee have caused this instrument to be executed on the dates set forth herein.

GRANTOR:



COUNTY OF WILLIAMSON, TEXAS, a political subdivision of the State of Texas

By: [Signature]
Name: Bill Gravell, Jr.
Title: Williamson County Judge

STATE OF TEXAS §
COUNTY OF Williamson §

This instrument was acknowledged before me on this the 15th day of October, 2024, by Bill Gravell, Jr. Williamson County Judge of the County of Williamson, Texas, a political subdivision of the State of Texas, on behalf of said County.

[Signature]
Notary Public, State of Texas

GRANTEE:

City of Georgetown,
a Texas home-rule municipal corporation

By: _____
David Morgan, City Manager

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the ____ day of _____,
20____, by David Morgan, City Manager of the City of Georgetown, a Texas home-rule municipal
corporation, on behalf of said corporation.

Notary Public, State of Texas

APPROVED AS TO FORM:

Andrew Culpepper, Sr. Assistant City Attorney

AFTER RECORDING, RETURN TO GRANTEE:
City of Georgetown
Attn: Real Estate Services
P.O. Box 409
Georgetown, Texas 78627



10090 W Highway 29 | Liberty Hill, Texas 78642
TBPELS Firm No. 10001800 | 512-238-7901 office

EXHIBIT " A "

METES AND BOUNDS DESCRIPTION

BEING 0.0069 OF ONE ACRE (300 SQUARE FEET) OF LAND, SURVEYED BY LANDESIGN SERVICES, INC., SITUATED IN THE JOHN BERRY SURVEY, ABSTRACT NO. 51 IN WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF A CALLED 210.5140 ACRE TRACT OF LAND DESCRIBED AS TRACT II IN A DEED WITHOUT WARRANTY TO WILLIAMSON COUNTY, RECORDED IN DOCUMENT NO. 2011066293 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a Calculated Point in the North line of said 210.5140 acre tract and the common South line of Lot 1, DRY BERRY SUBDIVISION, a subdivision of record in Cabinet K, Slide 263 of the Plat Records of Williamson County, Texas (P.R.W.C.T.), from which a 1/2-inch rebar found in the North line of said 210.5140 acre tract and the common South line of said Lot 1, bears South 68°43'17" West a distance of 47.76 feet;

THENCE North 68°43'17" East, with the North line of said 210.5140 acre tract and the common South line of said Lot 1, a distance of **20.00** feet to a Calculated Point, from which a 1/2-inch rebar found in the North line of said 210.5140 acre and for the Southeast corner of a called 0.64 of one acre tract of land described in a Warranty Deed to Chisholm Trail Special Utility District, recorded in Volume 2168, Page 44 of the Official Records of Williamson County, Texas (O.R.W.C.T.), and the common Southwest corner of a called 22.9218 acre tract of land described in a Warranty Deed to David Schwegmann and Katherine Schwegmann recorded in Document No. 2022100427 of said O.P.R.W.C.T., bears North 68°43'17" East a distance of 682.67 feet;

THENCE over and across said 210.5140 acre tract, the following three (3) courses and distance:

1. **South 21°16'43" East**, a distance of **15.00** feet to a Calculated Point;
2. **South 68°43'17" West**, a distance of **20.00** feet to a Calculated Point; and

3. **North 21°16'43" West**, a distance of **15.00** feet to the **POINT OF BEGINNING** and containing 0.0069 of one acre (300 Square Feet) of land, more or less

This project is referenced for all bearing and coordinate basis to the Texas State Plane Coordinate System, North American Datum of 1983 (NAD83 – 2011 Adjustment), Central Zone (4203).

Distances and areas shown hereon are surface values represented in U.S. Survey Feet based on a grid-to-surface combined adjustment factor of 1.00012.

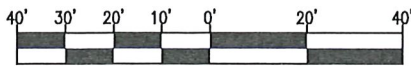
This property description was prepared from an on-the-ground survey performed under my supervision and is accompanied by a separate plat of even date.

 08/23/2024
Frank W. Funk
Registered Professional Land Surveyor
State of Texas No. 6803



Job Number: 24-021

Attachments: K:\2024\24021 - HLF Berry Springs Park\CAD\DWGs\HLF Berry Springs Park Water Line Esmt 1.00012SF.dwg



GRAPHIC SCALE

POB POINT OF BEGINNING
LEGEND

- 1/2-INCH REBAR FOUND
 △ CALCULATED POINT NOT SET
 O.R.W.C.T. OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
 O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
 P.R.W.C.T. PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	S68°43'17"W	47.76'
L2	N68°43'17"E	20.00'
L3	S21°16'43"E	15.00'
L4	S68°43'17"W	20.00'
L5	N21°16'43"W	15.00'

**JOHN BERRY SURVEY
ABSTRACT NO. 51**

**LOT 1
DRY BERRY SUBDIVISION
CAB. K, SLIDE 263
P.R.W.C.T.**

CHISHOLM TRAIL
SPECIAL UTILITY
DISTRICT
(0.50 ACRES)
VOL. 2451, P. 245
O.R.W.C.T.

CHISHOLM TRAIL
SPECIAL UTILITY DISTRICT
(0.64 ACRES)
VOL. 2168, P. 044
O.R.W.C.T.

HENRY B. CHAMBERLIN, TRUSTEE OF
THE CHAMBERLIN FAMILY TRUST
TRACT 1
DOC NO. 2018018378
O.P.R.W.C.T.

LOT 2

P.O.B.

N68°43'17"E

682.67'

WATER LINE EASEMENT
0.007 OF ONE ACRE
(300 SQUARE FEET)

**WILLIAMSON COUNTY
TRACT II
(210.5140 ACRES)
DOC NO. 2011066293
O.P.R.W.C.T.**



GENERAL NOTES:

THIS PROJECT IS REFERENCED FOR ALL BEARING AND COORDINATE BASIS TO THE TEXAS COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD83 - 2011 ADJUSTMENT), CENTRAL ZONE (4203).

DISTANCES AND AREAS SHOWN HEREON ARE SURFACE VALUES REPRESENTED IN U.S. SURVEY FEET BASED ON A ***GRID-TO-SURFACE*** COMBINED ADJUSTMENT FACTOR OF 1.00012

SOME FEATURES SHOWN HEREON MAY BE OUT OF SCALE FOR CLARITY.

JOB NUMBER: 24-021		DATE: 8/23/2024	
PROJECT NAME: HLF BERRY SPRINGS PARK			
DRAWING NAME: HLF BERRY SPRINGS PARK WATER LINE ESM			
DRAWING FILE PATH:			
"K:\!2024\24021 – HLF BERRY SPRINGS PARK\CAD\DWGS\			
METES AND BOUNDS FILE PATH			
"K:\!2024\24021 – HLF BERRY SPRINGS PARK\DESCRIPTIONS\			
RPLS: FWF	TECH: LTI	PARTY CHIEF: N/A	CHK BY: HAS
SHEET 03 of 03		FIELDBOOKS N/A	SCALE:1"= 40'

LSI LANDESIGN SERVICES, INC.

10090 W HIGHWAY 29, LIBERTY HILL, TEXAS 78642
 TBPELS FIRM NO. 10001800
 512-238-7901