

PUBLIC UTILITY EASEMENT

STATE OF TEXAS

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KNOW ALL BY THESE PRESENTS:

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COUNTY OF WILLIAMSON

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This Public Utility Easement Agreement (this "Agreement") is made on the ____ day of _____, 20__, at Georgetown, Texas, between _____, a _____, whose address is _____ (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 for the benefit of the public, an EXCLUSIVE easement and public right-of-way (the "Easement") for the placement, construction, operation, repair, maintenance, replacement, upgrade, rebuilding, relocation and/or removal of public utility lines including water, wastewater, electrical, telecommunication, and gas lines, and appurtenant structures and related facilities (collectively, the "Facilities") on, over, under, and across the following described property of the Grantor, to wit:

Being all those certain tracts, pieces or parcels of land lying and being situated in the County of Williamson, State of Texas, being more particularly described by lines and bounds in **Exhibit A** and **Exhibit B** attached hereto and made a part hereof for all purposes (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 of 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 by Grantee and Grantee's successors and assigns, and any franchisees, permittees, and invitees of the same, 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 Property; (3) the right to remove from the Property all trees and parts thereof, or other obstructions, which endanger or may interfere with the efficiency and maintenance of the Facilities; and (4) the right of public ingress and egress on, over, under, and across the Property for the exercise of the rights and privileges herein conveyed.
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, for the benefit of the public, 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 public; 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.

SAMPLE FORM

GRANTOR _____

By: _____
 Name: _____
 Title: _____

STATE OF _____ §
 COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 20____, by _____, _____ of _____.

 Notary Public, State of Texas

GRANTEE:

City of Georgetown, Texas, a Texas home-rule municipal corporation

By: _____
Name: _____
Title: _____

STATE OF TEXAS

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COUNTY OF WILLIAMSON

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

Notary Public, State of Texas

APPROVED AS TO FORM:

_____, Assistant City Attorney

AFTER RECORDING, RETURN TO GRANTEE:

City of Georgetown
Attn: Real Estate Services
P.O. Box 409
Georgetown, Texas 78627