SIDEWALK MAINTENANCE AND ACCESS EASEMENT

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

KNOW ALL BY THESE PRESENTS:

This Agreement (this “Agreement”) is made on the _____ day of ____________, 20___, at Georgetown, Texas, between ___________________________, 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, including public access, ingress, and egress (the “Easement”), for the purpose of construction, operation, maintenance, repair, replacement, and/or upgrade of sidewalks 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 metes and bounds in Exhibit A and depicted on the sketch in Exhibit B, both exhibits being 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 to Grantor in hand paid by Grantee, the receipt and sufficiency of which is hereby acknowledged and confessed.

3. The Easement is hereby granted perpetually unto Grantee, its successors and assigns forever, together with the right and privilege at any and all times to enter the Property, or any part thereof, for the purpose of construction, operation, maintenance, repair, replacement, and/or upgrade of the Facilities within the Property, and for access, ingress, and egress over the Property for public sidewalk purposes. 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; and (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.

4. Grantor hereby dedicates the Property as a public sidewalk for the purposes herein stated.

5. The duration of the Easement is perpetual.
6. Grantee shall be responsible for maintenance of all sidewalks within the Property 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 Property by or on behalf of Grantee, shall remain the property of Grantee.

7. 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.

8. 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.

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 public; and shall be deemed to be a covenant running with the land.

[signatures on the following pages]
IN WITNESS WHEREOF, Grantor and Grantee have caused this instrument to be executed on the dates set forth herein.

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 §

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