

**MAINTENANCE AND PEDESTRIAN ACCESS EASEMENT**

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

This Maintenance and Pedestrian Access Easement Agreement (this "Agreement") is made on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at Georgetown, Texas, between \_\_\_\_\_, whose current address is \_\_\_\_\_ (hereinafter referred to as "*Grantor*"), and the **CITY OF GEORGETOWN, TEXAS**, a Texas home-rule municipal corporation, whose address is P.O. Box 409, Georgetown, Texas 78627, Attn: Georgetown City Secretary (hereinafter 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 maintenance and public pedestrian access easement (the "*Easement*"), for the purpose of construction, operation, maintenance, repair, replacement, or upgrade of sidewalks, trails, irrigation, landscaping and appurtenant structures (the "*Improvements*") and for access, ingress and egress for public pedestrian access purposes, on, over, across and through the following described property, to wit:

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 depicted by sketch in EXHIBIT "B" attached hereto and made a part hereof for all purposes (the "*Easement Area*").

2. The Easement and rights and privileges herein conveyed are granted for an 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 hereby granted perpetually unto Grantee, its successors and assigns forever, together with the right and privilege at any and all times to enter the Easement Area, or any part thereof, for the purpose of construction, operation, maintenance, repair, replacement, or upgrade of sidewalks, trails, irrigation, landscaping and appurtenant structures (the "*Improvements*") within the Easement Area, and for access, ingress and egress over the Easement Area for public pedestrian access purposes. The Easement additionally includes the following rights: (1) the right to change the size of the Improvements located within the Easement Area; (2) the right to relocate the Improvements 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 Improvements.

4. Grantor hereby dedicates the Easement Area as a public sidewalk for the purposes herein stated.
5. The duration of the Easement is perpetual.
6. Grantee shall be responsible for any and all maintenance and repairs required for the Improvements within the Easement Area, but Grantee shall in no way be responsible for any maintenance or repair of any of Grantor's improvements within the remainder of Grantor's property. 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.
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 Easement Area 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: \_\_\_\_\_

THE STATE OF TEXAS  
COUNTY OF WILLIAMSON

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This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_ 202\_\_, by \_\_\_\_\_, \_\_\_\_\_ of \_\_\_\_\_ a \_\_\_\_\_, on behalf of said \_\_\_\_\_.

SAMPLE FOR

\_\_\_\_\_  
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 the City of Georgetown, Texas, a Texas home-rule  
municipal corporation, on behalf of said corporation.

\_\_\_\_\_  
Notary Public, State of Texas

APPROVED AND TO BE PERFORMED:

\_\_\_\_\_  
, Assistant City Attorney

AFTER RECORDING, RETURN TO GRANTEE:

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