

## ACCESS EASEMENT

**STATE OF TEXAS**

§

§

**KNOW ALL BY THESE PRESENTS:**

**COUNTY OF WILLIAMSON**

§

This Access Easement Agreement (this “Agreement”) is made on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at Georgetown, Texas, between the City of Georgetown, a Texas home-rule municipal corporation, whose address is P.O. Box 409 Georgetown, Texas 78627, ATTN: Georgetown City Secretary (hereinafter referred to as "Grantor"), and 2701 GTOWN, LLC, a Texas limited liability company, whose address is 203 Bird Stone Dr, Georgetown, TX 78628 (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 revocable, non-exclusive easement and right-of-way (the “Easement”) for free and uninterrupted pedestrian and vehicular ingress to and egress from the Grantee Property described below to University Avenue 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 and by diagram in **Exhibit A** 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. As additional consideration, Grantee shall, within two (2) years of the date of this Agreement, construct a paved driveway, curbing, striping, landscaping, signage, and other improvements as shown and set forth in **Exhibit B** attached hereto and by this reference incorporated herein (the "Facilities"), and shall relocate and replace any existing utilities as Grantor may reasonably deem necessary.
3. The Easement, with its rights and privileges, shall be used only for the purpose of vehicular and pedestrian ingress and egress from University Avenue across the Property to Grantee's property, described and depicted in **Exhibit C** attached hereto and by this reference incorporated herein ("Grantee Property"). The Easement additionally includes the following rights, to be exercised upon written notice to Grantor: (1) the right to maintain, operate, enlarge, replace, relocate, and remove driveways, curbs, gutters, sidewalks, signs, gates, and landscaping within the Property; and (2) the right to remove from the Property all trees and parts thereof, or other obstructions, which endanger or may interfere with the construction, efficiency, and maintenance of the Facilities or the purposes of the Easement. Grantee shall install the Facilities in conformance with the Construction Standards and Specifications Manual of the City of Georgetown, as may be amended, and with any other governmental rules, regulations, statutes, ordinances, and requirements in effect at the time of said installation, and Grantee shall be solely responsible for any permits, fees, or other requirements applicable to the installation of the Facilities.
4. The duration of the Easement is perpetual, so long as Grantee is not in breach of any of the terms of this Agreement; however, the Easement and the rights conveyed in this Agreement may be terminated by Grantor at any time with one hundred eighty (180) days' prior written notice in the event Grantor, after a public hearing at which Grantee has an opportunity to object, reasonably determines that the Property is necessary for a public purpose. Grantor will provide Grantee written notice of Grantee's breach and provide Grantee thirty (30) days to cure the breach.
5. The Easement and the rights conveyed in this Agreement are hereby granted to Grantee without warranty of any kind, whether express or implied.

6. The Easement, and the rights and privileges granted by this Agreement, are non-exclusive, and Grantor hereby reserves the right to convey other easements, licenses, or rights to use in any manner the area (or any portion thereof) covered by this grant, provided such further easement, license and rights do not unreasonably interfere with Grantee's right hereunder.
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, signed by all parties and recorded in the Official Public Records of Williamson County, Texas.
8. The terms of this Agreement shall be binding upon Grantor, and Grantor's successors and assigns; shall bind and inure to the benefit of the Grantee Property and to Grantee and any successors or assigns of Grantee; and shall be deemed to be a covenant running with the Property and the Grantee Property.

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

GRANTOR:  
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

GRANTEE:  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ §  
COUNTY OF \_\_\_\_\_ §

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

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

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

**DESCRIPTION OF 0.10 AC EASEMENT**

DESCRIPTION OF A 0.10 ACRE EASEMENT LOCATED IN THE WILLIAM ADDISON SURVEY, ABSTRACT NO. 21, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 1, BLOCK 1, FIRE STATION NO. 7 SUBDIVISION, RECORDED IN DOCUMENT NO. 2018100941, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY (OPR), SAID LOT 1 BEING CONVEYED TO THE CITY OF GEORGETOWN BY SPECIAL WARRANTY DEEDS IN DOCUMENT NO. 2018050038, OPR AND DOCUMENT NO. 2018050039, OPR, SAID 0.10 ACRE EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**COMMENCING**, at a 1/2 inch iron rod with cap stamped "Steger Bizzell" found in the east line of Lot 1, Block 1, University Vista Subdivision, recorded in Document No. 2019079483, OPR, conveyed to 2701 GTOWN LLC by Special Warranty Deed of Record in Document No. 2022031610, OPR, same point being found on the west boundary line of Lot 1, Block 1, Fire Station No. 7 Subdivision;

**THENCE**, North 18°50'38" West, with the east boundary line of Lot 1, Block 1, University Vista Subdivision, and the west boundary line of Lot 1, Block 1, Fire Station No. 7 Subdivision, a distance of 27.61 feet, to the **POINT OF BEGINNING** of the herein described easement;

**THENCE**, North 18°50'38" West, with the east boundary line of said Lot 1, Block 1, University Vista Subdivision, and the west boundary line of said Lot 1, Block 1, Fire Station No. 7 Subdivision, a distance of 42.26 feet, to a point;

**THENCE**, leaving the east boundary line said Lot 1, Block 1, University Vista Subdivision, and the west boundary line of said Lot 1, Block 1, Fire Station No. 7 Subdivision, the following eight (8) courses and distances:

1. North 74°56'08" East, a distance of 38.64 feet, to a point;
2. With a curve to the left, an arc distance of 18.72 feet, having a radius of 19.50 feet, a central angle of 055°01'07", and a chord that bears North 47°25'35" East, a distance of 18.01 feet, to a point;
3. North 74°56'08" East, a distance of 24.58 feet, to a point;
4. South 16°04'29" East, a distance of 71.28 feet, to a point;

Page 2 of 2  
Proj No. 22883  
August 16, 2022

0.10 Ac Easement  
William Addison Survey  
Abstract No. 21  
Williamson County, Texas

5. South 75°31'02" West, a distance of 38.00 feet, to a point;
6. North 15°03'52" West, a distance of 8.07 feet, to a point;
7. With a curve to the left, an arc distance of 13.11 feet, having a radius of 19.50 feet, a central angle of 038°30'52", and a chord that bears North 34°19'17" West, a distance of 12.86 feet, to a point; and
8. South 75°14'38" West, a distance of 35.43 feet, to the **POINT OF BEGINNING**, and containing 0.10 acres 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 foregoing metes and bounds description and survey on which it is based is accompanied by and a part of a 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/on July, 2022, under my supervision.

Steger & Bizzell Engineering Inc.

  
Patrick J. Stevens, RPLS  
Texas Reg. No. 5784  
1978 South Austin Avenue  
Georgetown, Texas 78626  
(512) 930-9412  
TBPLS Firm No. 10003700

8-16-22



\\22000-22999\\22883 University Ave Storage\\Survey Data\\CAD\\22883-exhibit-E-UNIVERSITY STORAGE-access esmt.dwg, Layout3, 8/12/2022 2:11:25 PM  
These drawings are the sole property of STEGER & BIZZELL ENGINEERING, INC. The use of these drawings is hereby restricted to the original site for which they were prepared. Reproduction or reuse of these drawings in whole or in part without written permission of STEGER & BIZZELL ENGINEERING, INC. is strictly prohibited.

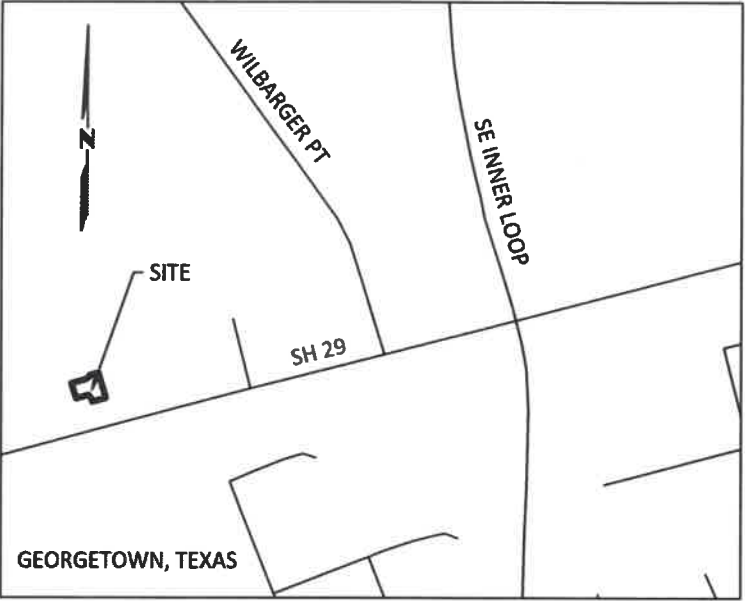
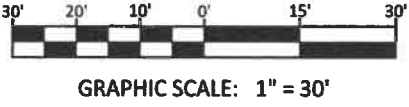
2701 GTOWN LLC  
DOC. NO. 2022031610, OPR

LOT 1, BLOCK 1  
UNIVERSITY VISTA  
SUBDIVISION  
DOC. NO. 2019079483, OPR

WILLIAM ADDISON SURVEY  
ABSTRACT NO. 21  
WILLIAMSON COUNTY, TEXAS

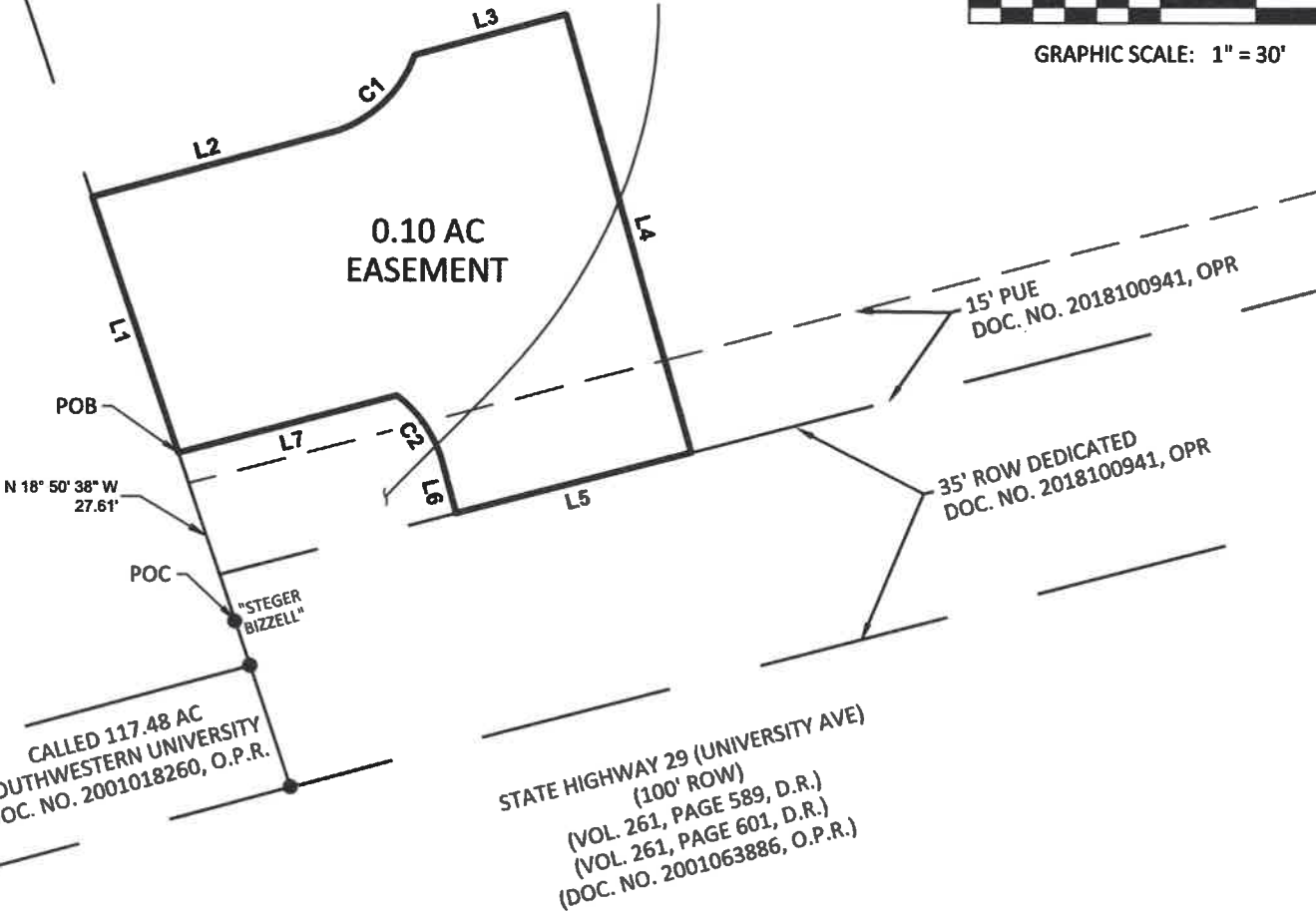
CITY OF GEORGETOWN  
DOC. NO. 2018050038, OPR  
DOC. NO. 2018050039, OPR

LOT 1, BLOCK 1  
FIRE STATION NO. 7  
SUBDIVISION  
DOC. NO. 2018100941, OPR



LOCATION MAP  
NOT TO SCALE

Line Table		
Line #	Direction	Length
L1	N 18°50'38" W	42.26'
L2	N 74°56'08" E	38.64'
L3	N 74°56'08" E	24.58'
L4	S 16°04'29" E	71.28'
L5	S 75°31'02" W	38.00'
L6	N 15°03'52" W	8.07'
L7	S 75°14'38" W	35.43'



LEGEND	
●	IRON ROD FOUND (1/2" OR AS NOTED)
PUE	PUBLIC UTILITY EASEMENT
ROW	RIGHT-OF-WAY
OPR	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
DR	DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
POB	POINT OF BEGINNING
POC	POINT OF COMMENCING

- 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. THE SUBJECT TRACT SHOWN HEREON IS AN EASEMENT, MONUMENTS WERE NOT SET FOR CORNERS.

SKETCH TO ACCOMPANY DESCRIPTION OF  
0.10 AC EASEMENT  
OUT OF LOT 1, BLOCK 1  
FIRE STATION NO. 7 SUBDIVISION  
DOC. NO. 2018100941, OPR  
WILLIAMSON COUNTY, TEXAS  
IN THE WILLIAM ADDISON SURVEY  
ABSTRACT NO. 21  
WILLIAMSON COUNTY, TEXAS

Curve Table					
Curve #	Length	Radius	Delta	Bearing	Chord
C1	18.72'	19.50'	055°01'07"	N 47°25'35" E	18.01'
C2	13.11'	19.50'	038°30'52"	N 34°19'17" W	12.86'

THIS IS TO CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND IN JULY, 2022, BY ME OR UNDER MY SUPERVISION, THAT THIS SURVEY PLAT REPRESENTS THE FACTS FOUND AT THE TIME OF THE SURVEY.

STEGE BIZZELL

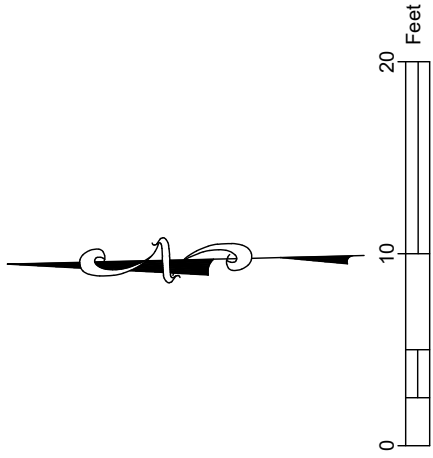
PATRICK J. STEVENS, R.P.L.S.  
TEXAS REG. NO. 5784



ADDRESS	1978 S. AUSTIN AVENUE	GEORGETOWN, TX 78626
METRO	512.930.9412	TEXAS REGISTERED ENGINEERING FIRM F-181 TBPELS FIRM No.10003700
SERVICES	>>ENGINEERS >>PLANNERS >>SURVEYORS	

STEGEBIZZELL.COM

Exhibit B - Facilities



UNIVERSITY STORAGE  
PROPOSED IMPROVEMENTS EXHIBIT



STEGER & BIZZELL

ADDRESS	1978 S. AUSTIN AVENUE	GEORGETOWN, TX 78626
METRO	512.930.9412	TEXAS REGISTERED ENGINEERING FIRM F-181
SERVICES	>>ENGINEERS	>>PLANNERS
	>>SURVEYORS	
	TDP/CS FIRM NO. 10055700	
	WEB STEGERBIZZELL.COM	

DATE 2022-08-29 JOB NO. 22883



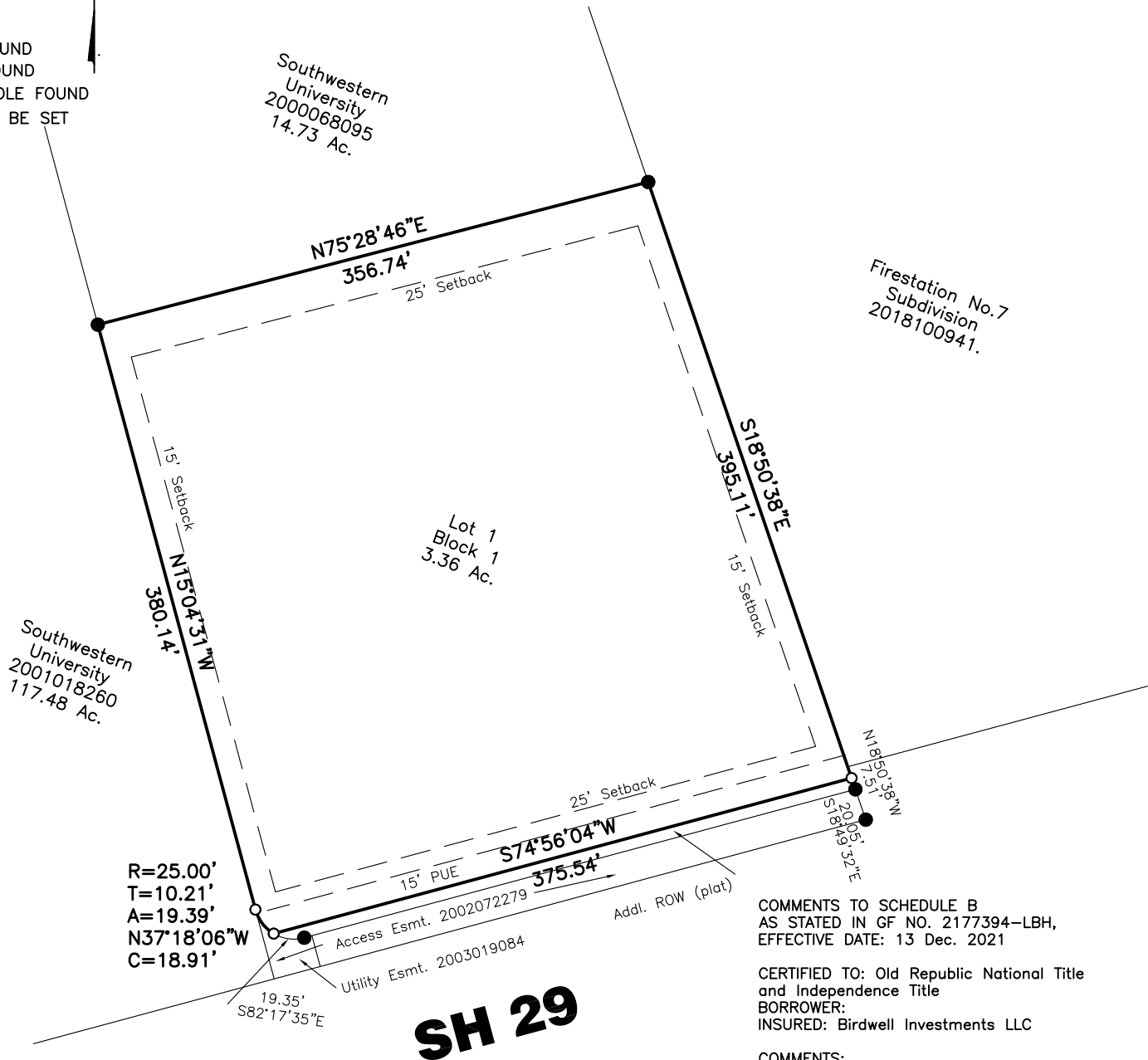
# Exhibit C - Grantee's Property SURVEY SKETCH

LOT 1, BLOCT 1, UNIVERSITY VISTA, A SUBDIVISION IN WILLIAMSON COUNTY, TEXAS, ACCORDING TO PLAT AS RECORDED IN DOCUMENT NO. 2019079483 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

0 50 100  
APPROXIMATE  
SCALE IN FEET

## LEGEND

- IRON ROD FOUND
- ⊗ IRON PIPE FOUND
- \* COTTON SPINDLE FOUND
- IRON ROD TO BE SET



COMMENTS TO SCHEDULE B  
AS STATED IN GF NO. 2177394-LBH,  
EFFECTIVE DATE: 13 Dec. 2021

CERTIFIED TO: Old Republic National Title  
and Independence Title  
BORROWER:  
INSURED: Birdwell Investments LLC

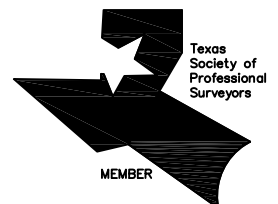
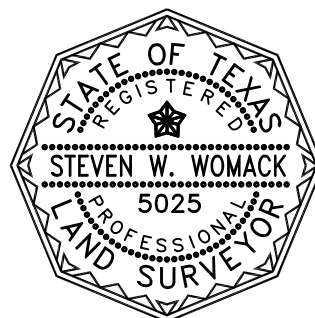
COMMENTS:  
1. SUBJECT TO RESTRICTIVE COVENANTS  
OF RECORD.  
10. a. DOES AFFECT THIS TRACT AND IS  
SHOWN HEREON.  
10. e. DOES NOT AFFECT THIS TRACT.

THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS  
SOCIETY OF PROFESSIONAL SURVEYORS ASSOCIATION STANDARDS AND  
SPECIFICATIONS FOR A CATEGORY 1A, CONDITION II, LAND TITLE SURVEY  
AS DESCRIBED IN THE MANUAL OF PRACTICE FOR LAND SURVEYING IN  
THE STATE OF TEXAS.

*Steven Warner Womack*

10 Jan. 2022

Steven Warner Womack, RPLS, PLS, NCEES Date  
National Council of Examiners for Engineering and Surveying #1928  
Texas Registered Professional Land Surveyor #5025  
North Carolina Professional Land Surveyor #L-5043  
E-Mail: [SWRPLS@gmail.com](mailto:SWRPLS@gmail.com) Phone/Text: (512) 638-0220



DATE: 01-25-2021  
DRAWN BY: Staff  
FILE NAME: 20-067.dwg  
PROJ. NO. : 20-067