

**AMENDMENT OF
ELECTRIC EASEMENT**

STATE OF TEXAS

§

KNOW ALL BY THESE PRESENTS:

COUNTY OF WILLIAMSON

§

§

This Amendment of Electric Easement (this “Amendment”) is made on the ____ day of _____, 2022, at Georgetown, Texas, between Wolf Lakes, LP, a Texas limited partnership, whose address is 4229 Mercer Road, Georgetown, Texas 78628 (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”), upon the following terms and conditions:

WITNESSETH:

WHEREAS, on March 17, 2022, Grantor and Grantee entered into that certain Electric Easement Agreement recorded in Document Number 2022043501 of the Official Public Records of Williamson County, Texas (the “Original Easement”);

WHEREAS, the Original Easement is exclusive to Grantee, and Grantor covenanted that neither Grantor nor any of Grantor’s heirs, personal representatives, successors, or assigns shall convey any other easement, license, or conflicting right to use in any manner, the area (or any portion thereof) covered by the grant;

WHEREAS, Grantor desires to permit the installation of gas facilities within the Easement Area, being the property described by metes and bounds in Exhibit A and by sketch in Exhibit B attached to the Original Easement and additionally attached hereto and incorporated herein;

WHEREAS, Grantee is willing to permit the installation of gas and telecommunications facilities within the Easement Area, provided such facilities are installed in accordance with certain construction specifications, standards, and licensing requirements set forth in City of Georgetown, Texas ordinances, rules, and regulations.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. Recitals: The foregoing Recitals are hereby incorporated into and made part of this Agreement.
2. Paragraph 6 of the Original Easement is hereby amended to read as follows:

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 neither Grantor nor any of Grantor’s heirs, personal

representatives, successors, or assigns shall convey any other easement, license, or conflicting right to use in any manner the area (or any portion thereof) covered by this grant. Notwithstanding the foregoing, Grantor reserves the right to construct, place, maintain, lay, inspect, protect, operate, repair, alter, substitute, replace and remove over, under, through, across, and along the Easement Area at angles of not less than forty-five (45) degrees any electric, gas, sanitary sewer, storm sewer, water lines and other public and private utilities (collectively the “Grantor Improvements”), subject to the following requirements: (1) the construction, placement, maintenance, inspection, operation, repair, alteration, replacement, and/or removal of the Grantor Improvements shall not unreasonably interfere with Grantee's use of the Easement Area for the Easement Purposes, and (2) all improvements shall be installed in accordance with applicable sections of the City of Georgetown Municipal and Unified Development Codes. In no event shall Grantor construct or allow others to construct any of the following in the Easement Area: (1) buildings; (2) storm water treatment or detention ponds, or similar improvements; or (3) pipelines and/or other facilities running longitudinally within (i.e., along the length of) the Easement Area, other than gas and telecommunications facilities installed in accordance with the trench detail attached to this Agreement as **Exhibit “C”** and by this reference included within it.

3. **Exhibit C** attached to this Amendment and by this reference incorporated within it shall be attached to and incorporated within the Original Easement, as amended.
4. Nothing herein shall operate to release the perpetual easement granted to the City by the Original Easement, and said perpetual easement shall remain in full force and effect.
5. The Original Easement and this Amendment together contain the entire agreement between the parties relating to its subject matter. Any oral representations or modifications concerning the Original Easement or this Amendment shall be of no force and effect. Any subsequent amendment or modification must be in writing and agreed to by all parties.
6. The terms of the Original Easement and this Amendment 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.

[Signatures on the following pages]

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

GRANTOR:

Wolf Lakes, LP, a Texas limited partnership

By: Wolf Lakes GP, LLC, a Texas limited liability company, its general partner

By: _____
Iva Wolf McLachlan
Member

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This Amendment was acknowledged before me on this the ____ day of _____, 2022, by Iva Wolf McLachlan, Member of Wolf Lakes GP, LLC, a Texas limited liability company and the general partner of Wolf Lakes, LP, a Texas limited partnership, on behalf of said limited partnership.

Notary Public, State of Texas

GRANTEE:

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

By: _____

David Morgan
City Manager

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This Amendment was acknowledged before me on this the ___ day of _____, 2022,
by David Morgan, City Manager 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:

James Kachelmeyer, Assistant City Attorney

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

FIELD NOTES

FOR

A 0.055 ACRE, OR 2,405 SQUARE FOOT, TRACT OF LAND BEING OUT OF A REMNANT PORTION OF A CALLED 202.149 ACRE TRACT, CONVEYED TO WOLF LAKES, LP, AS TRACT FIVE: PARCEL ONE, IN SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NO. 2013096286 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SITUATED IN THE JOSEPH P. PULSIFER SURVEY, ABSTRACT NO. 498, IN WILLIAMSON COUNTY, TEXAS. SAID 0.055 ACRE TRACT BEING MORE FULLY DESCRIBED AS FOLLOWS, WITH BEARINGS BASED ON THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE FROM THE NORTH AMERICAN DATUM OF 1983 NAD 83 (NA2011) EPOCH 2010.00:

COMMENCING at ½" iron rod with yellow cap marked "Pape-Dawson" found on a point of curvature in the south right-of-way line of Bella Lago Drive, a variable width right-of-way, in Wolf Lakes Village, Section 4, a subdivision in Williamson County, Texas, according to the plat recorded in Document No. 2021178721 of said Official Public Records, same being a point in a north boundary line of the Remnant Portion of said 202.149 acre tract;

THENCE, with the south right-of-way line of said Bella Lago Drive, along the arc of a curve to the left, having a **radius of 622.00 feet**, a **central angle of 5°22'41"**, a **chord bearing and distance of N 80°43'58"W, 58.36 feet**, an **arc length of 58.38 feet** to a calculated point of non-tangency, for the northeast corner and **POINT OF BEGINNING** hereof;

THENCE, departing the south right-of-way line of said Bella Lago Drive, through the interior of the Remnant Portion of said 202.149 acre tract, the following two (2) courses and distances:

1. **S 03°26'46" W**, a distance of **68.38 feet** to a calculated angle point hereof, and
2. **S 01°24'25" E**, a distance of **82.12 feet** to a calculated point in the north boundary line of Lot 1, Block A of Wolf Lakes Village, Section 3, a subdivision in Williamson County, Texas, according to the plat recorded in Document No. 2022001088 of said Official Public Records, for the southeast corner hereof;

THENCE S 88°07'50" W, with the north boundary line of said Lot 1, Block A, same being the south boundary line of the Remnant Portion of said 202.149 acre tract, a distance of **15.00 feet** to a calculated angle point, for the southwest corner hereof;

THENCE, departing the north boundary line of said Lot 1, Block A, through the interior of the Remnant Portion of said 202.149 acre tract, the following four (4) courses and distances:

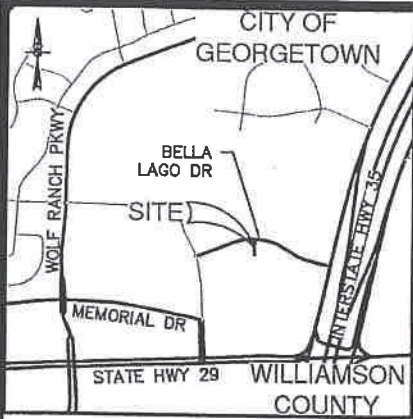
1. **N 01°24'25" W**, a distance of **82.88 feet** to a calculated angle point hereof,

2. **N 03°26'46" E**, a distance of **52.31 feet** to a calculated angle point hereof,
3. **N 84°31'41" W**, a distance of **7.95 feet** to a calculated angle point hereof, and
4. **N 05°28'04" E**, a distance of **17.26 feet** to a calculated point of non-tangent curvature in the south right-of-way line of said Bella Lago Drive, same being the north boundary line of the Remnant Portion of said 202.149 acre tract, for the northwest corner hereof, from which an ½" iron rod with yellow cap marked "Pape-Dawson" found in the south right-of-way line of said Bella Lago Drive bears, along the arc of a curve to the left, having a radius of 622.00 feet, a central angle of 25°16'03", a chord bearing and distance of S 81°53'07" W, 278.08 feet, an arc length of 274.30 feet;

THENCE, with the south right-of-way line of said Bella Lago Drive, same being the north boundary line of the Remnant Portion of said 202.149 acre tract, along the arc of a curve to the right, having a **radius of 622.00 feet**, a **central angle of 02°03'32"**, a **chord bearing and distance of S 84°27'05" E, 22.35 feet**, an **arc length of 22.35 feet** to the **POINT OF BEGINNING**, and containing 0.055 acres in Williamson County, Texas. Said tract being described in accordance with a survey made on the ground and a survey map prepared by Pape-Dawson Engineers, Inc., under Job No. 51119-03.

PREPARED BY: Pape-Dawson Engineers, Inc.
DATE: February 17, 2022
Job No.: 51119-03
DOC. ID. H:\Survey\CIVIL\51119-03\Word\FN-5111903_0.055 Ac_GUSEsmt.docx
TBPE Firm Registration #470
TBPLS Firm Registration #100288-01





LOCATION MAP

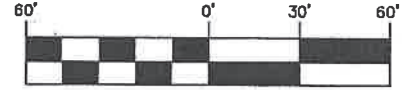
NOT-TO-SCALE

EXHIBIT OF

A 0.055 ACRE, OR 2,405 SQUARE FOOT, TRACT OF LAND BEING OUT OF A REMNANT PORTION OF A CALLED 202.149 ACRE TRACT, CONVEYED TO WOLF LAKES, LP, AS TRACT FIVE: PARCEL ONE, IN SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NO. 2013096286 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SITUATED IN THE JOSEPH P. PULSIFER SURVEY, ABSTRACT NO. 498, IN WILLIAMSON COUNTY, TEXAS.



1 inch = 60'



0.055 ACRES
(2,405 SQUARE FEET)

REMNAANT PORTION OF
A CALLED 202.149 ACRE TRACT
"TRACT FIVE: PARCEL ONE"
DOC. NO. 2013096286 (O.P.R.)
OWNER: WOLF LAKES, LP

JOSEPH P. PULSIFER SURVEY
ABSTRACT NO. 498

LOT 1, BLOCK A
WOLF LAKES VILLAGE, SECTION 3
DOC. NO. 2022001088 (O.P.R.)

BELLA LAGO DRIVE
(A VARIABLE WIDTH R.O.W.)
DOC. NO. 2021178721 (O.P.R.)

WOLF LAKES VILLAGE, SECTION 4
DOC. NO. 2021178721 (O.P.R.)

REMNAANT PORTION OF
A CALLED 202.149 ACRE TRACT
"TRACT FIVE: PARCEL ONE"
DOC. NO. 2013096286 (O.P.R.)
OWNER: WOLF LAKES, LP

| LINE TABLE | | |
|------------|-------------|--------|
| LINE | BEARING | LENGTH |
| L1 | S03°26'46"W | 68.38' |
| L2 | S01°24'25"E | 82.12' |
| L3 | S88°07'50"W | 15.00' |
| L4 | N01°24'25"W | 82.88' |
| L5 | N03°26'46"E | 52.31' |
| L6 | N84°31'41"W | 7.95' |
| L7 | N05°28'04"E | 17.26' |



| CURVE TABLE | | | | | |
|-------------|---------|-----------|---------------|---------|---------|
| CURVE | RADIUS | DELTA | CHORD BEARING | CHORD | LENGTH |
| C1 | 622.00' | 5°22'41" | N80°43'58"W | 58.36' | 58.38' |
| C2 | 622.00' | 2°03'32" | S84°27'05"E | 22.35' | 22.35' |
| C3 | 622.00' | 25°16'03" | S81°53'07"W | 272.08' | 274.30' |

LEGEND:

- O.P.R. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
- D.O.C. DOCUMENT
- NO. NUMBER
- FD. FOUND
- I.R. IRON ROD
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT

● FD. 1/2" I.R. WITH PAPE-DAWSON CAP

NOTES:

1. THE PROFESSIONAL SERVICES PROVIDED HERewith INCLUDE THE PREPARATION OF A FIELD NOTE DESCRIPTION.
2. THE BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE FROM THE NORTH AMERICAN DATUM OF 1983 NAD 83 (NA2011) EPOCH 2010.00.



AUSTIN | SAN ANTONIO | HOUSTON | FORT WORTH | DALLAS
10801 N MOPAC EXPY, BLDG 3, STE 200 | AUSTIN, TX 78759 | 512.454.8711
TBPE FIRM REGISTRATION #470 | TBPLS FIRM REGISTRATION #10028801

FEBRUARY 17, 2022

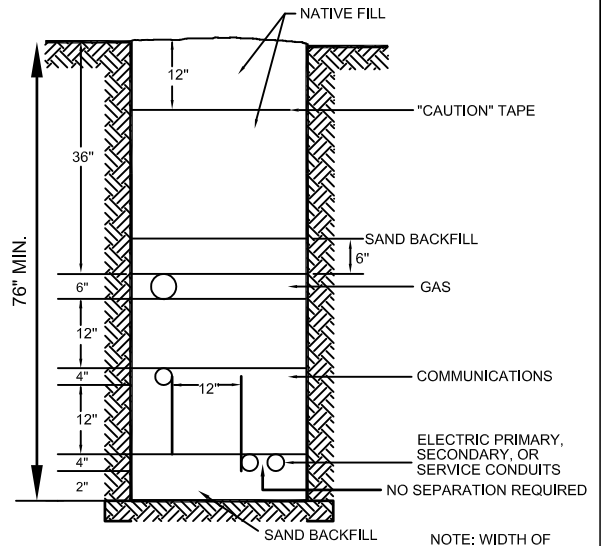
JOB No.:

SHEET 1 OF 1

51119-03

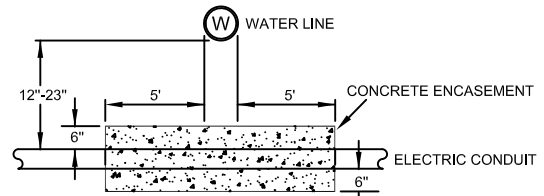
NOTES:

- All electric primary conduit shall be installed below all other utilities and private underground lines whenever possible. All electric secondary conduit shall be installed under water lines whenever possible. Any exception to this specification must have written approval from the City.
- Electric primary conduit shall be installed with a minimum of 2' vertical and 2' horizontal clearance from water mains, wastewater, storm water, and private underground lines. Any exception to this specification must have written approval from the City.
- Electric primary conduit shall be installed with a minimum of 2' vertical and 2' horizontal clearance from natural gas lines. Any exception to this specification must have written approval from the City.
- Electric primary conduit shall be installed with a minimum of 1' vertical clearance from communications lines. Any exception to this specification must have written approval from the City.
- Electric primary conduit when installed above water mains and pressurized wastewater lines, with 2' of vertical clearance or greater, shall be capped with 6" of concrete when crossing these lines. The concrete cap shall be installed 4" above electric conduit(s); 5' each side of the outside diameter of the water main or pressurized wastewater lines.
- Electric primary conduit when installed below water mains and pressurized wastewater lines with 2' vertical clearance or greater, does not require a concrete cap when crossing these lines.
- Electric primary conduit installed with less than 2' of vertical and 2' of horizontal clearance from water mains, pressurized wastewater and private underground lines, shall be encased in 6" of concrete. Concrete encasement to be installed around the conduit until a minimum of 2' of vertical and 2' of horizontal clearance has been met. Concrete encasements will begin 5' before and end 5' from the end where conduit are installed less than 2' vertical and 2' horizontal from the above lines. This must have City approval before installation of conduit.
- All concrete shall have red dye or coloring added to the top surface of the concrete.
- Conduit shall be electrical grade, gray schedule #40 PVC conduit. Conduit shall meet the NEC and ASTM standards for installation of underground electrical conduit.
- All conduit installations shall be owned by the City and shall be inspected by the City before backfill of trench.
- Where conduit terminates in a pad, install bell end on each conduit.
- Where multiple rows of conduit are required, duct spacers are to be installed every 5' with 3" of separation between conduits and trench wall. Then sand backfill is to be installed around conduit.
- Primary conduit shall have 12" of sand bedding prior to placing 6" wide "CAUTION" tape. Final backfilling can then be placed.
- 2500 lbs Mule Tape with sequential footage markings, or equivalent, shall be run through all conduit and tied off on both ends of conduit.
- All conduit for future use shall be either stubbed up and capped, or dead-ended underground with a cap and an electric marker.
- Secondary service conduit to be stubbed out 5' outside of the utility easement into prospective lots. End of conduit to be staked with a piece of PVC conduit 30" above ground line.
- Long sweep elbows shall be used at all bends in conduit runs. 2" and 3" conduit shall require a minimum bend radius of 36". 4" conduit shall require a minimum bend radius of 48". 6" conduit shall require a minimum bend radius of 60".
- Use galvanized steel conduit elbows on all 90 degree bends.
- Water services and taps shall be placed above electric conduit with a minimum separation of 12". Water services and taps maybe placed below electric conduit only with City's written approval.
- Where electric conduit crosses roadways, the trench shall be backfilled with 3/8" F washed gravel and then backfilled with flowable backfill in accordance with City specifications. All trenches outside of roadways shall be backfilled and compacted to 95% standard density in accordance with City specifications. Any exception to this rule must have written approval from the city.
- Where electric conduit crosses roadways, the minimum depth of cover is 30" from the top of proposed finished roadway elevation.

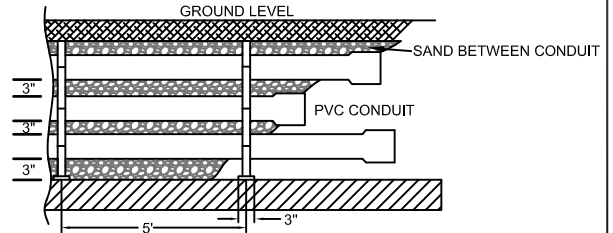


TYPICAL TRENCH DETAIL
CONDUIT SIZE AND NUMBER MAY VARY

NOTE: WIDTH OF TRENCH WILL VARY DEPENDING ON NUMBER AND SIZE OF CONDUITS.



TYPICAL CONDUIT CROSSING
CONDUIT SIZE AND NUMBER MAY VARY



TYPICAL CONDUIT SPACER SPACING

References:

- GUM50 Conduit Specifications
- GUR3 3/8" F washed gravel or approved equal

Specification letter codes

GUR2- R or S + (size)
Example: GUR2-R (42" x 12")
is a trench in rock at 42" deep x 12" wide

The Architect/Engineer assumes responsibility for appropriate use of this standard.



CITY OF GEORGETOWN
CONSTRUCTION STANDARDS AND DETAILS
ALTERNATE ELECTRIC CONDUIT
INSTALLATION SPECIFICATIONS FOR
ELECTRIC UTILITIES (JOINT WITH GAS)

| | | |
|----------------|--------------|-------------------|
| REVISION NOTE: | | - |
| DRAWING NAME: | | |
| GEO-226-G | | |
| SCALE: | DATE: | GUR2-R, GUM2-S |
| NTS | 4-17-18 | |
| DRAWN BY: | APPROVED BY: | |
| JAM | - | |