



Travis County Commissioners Court Agenda Request

Meeting Date: August 27, 2013

Prepared By: Greg Chico **Phone #:** (512) 854-4659

Division Director/Manager: Greg Chico

Department Head/Title: Steven M. Manilla, P.E., County Executive-TNR

Sponsoring Court Member: Commissioner Todd, Precinct Two

AGENDA LANGUAGE:

Consider and take appropriate action on the following requests:

- A) A proposed Water Meter Easement for provision of service by Manville Water Supply Corporation to planned recreational facilities within Northeast Metro Park in Precinct Two; and
- B) A proposed Electric Distribution Utility Easement for provision of service by the City of Austin to planned recreational facilities within Northeast Metro Park in Precinct Two.

BACKGROUND/SUMMARY OF REQUEST:

During mid-summer 2013, design of planned BMX facilities - to be constructed within Northeast Metro Park as part of the 2011 Bond program - was completed. Staff members of the TNR Parks Division and Public Works have been working to bring the planned improvements to the current stage, wherein construction is now imminent. As part of the overall project, utility service is needed to the areas of improvements, and the two proposed easements are required by the respective utility providers (Manville and Austin Energy) to enable their installation of connections from the park's perimeter to the point of need.

STAFF RECOMMENDATIONS:

TNR recommends that the Commissioners Court approve and execute the two proposed easements, included and attached hereto as Exhibits A and B.

ISSUES AND OPPORTUNITIES:

These two easements represent an opportunity to proceed with construction of park improvements by satisfying a real estate matter for property use, in order to initiate construction of the planned improvements to Northeast Metro Park as approved by voters as part of the 2011 Bond election. Moreover, the easement documents for both (A) Manville (for a 200 sq. ft. area), and (B) City of Austin (for a 3,703 sq. ft. area), were prepared, and/or reviewed and approved, by legal counsel (s) within the Travis County Attorney's Office.

FISCAL IMPACT AND SOURCE OF FUNDING:

Granting of the two proposed easements would have no fiscal or monetary impact to the County.

EXHIBITS/ATTACHMENTS:

- A: Proposed Water Meter Easement
- B: Proposed Electric Distribution Utility Easement

REQUIRED AUTHORIZATIONS:

Cynthia McDonald	Financial Manager	TNR	(512) 854-4239
Steven M. Manilla	County Executive	TNR	(512) 854-9429

CC:

Tom Nuckols	Asst. County Attorney	TCAO	(512) 854-9513
Chris Gilmore	Asst. County Attorney	TCAO	(512) 854-9455
Steve Sun, P.E.	CIP Manager	TNR	(512) 854-9383
Chiddi N'Jie, P.E.	Project Manager	TNR	(512) 854-7585
Charles Bergh	Parks Director	TNR	(512) 854-9408
Greg Chico	Real Estate Manager	TNR	(512) 854-4659

SM:GC:gc
3105 - Public Works/ROW- Agenreq251.doc

EXHIBIT "A"

WATER METER EASEMENT

STATE OF TEXAS §
COUNTY OF TRAVIS §

EFFECTIVE DATE: _____, 2013

GRANTOR: Travis County, Texas
A Political Subdivision of the State of Texas

GRANTOR'S MAILING ADDRESS: 700 Lavaca Street
P.O. Box 1748
Austin, Texas 78767

GRANTEE: Manville Water Supply Corporation, a Texas
non-profit corporation

GRANTEE'S MAILING ADDRESS: _____

EASEMENT PROPERTY: A 200 square foot, more or less, tract or parcel of land, situated in the Thomas Moore Survey, No. 44, being a portion of that certain tract of land called 339.82 acres, as described in a deed to Travis County, recorded in Volume 13131, Page 3751, of the Real Property Records of Travis County, Texas, as more fully described on Exhibit A.

PROJECT: Construction, installation, maintenance, and operation of a water meter, such water service and water distribution lines and appurtenances as are reasonably necessary to service the said meter provided that such construction, installation, maintenance, operation and use of the easement area is limited to subsurface activity.

Grantor, for consideration paid to Grantor, hereby grants to Grantee a non-exclusive underground easement (the "Easement") in, upon, and across the Easement Property solely for the purpose of the Project.

It is distinctly understood and agreed that the Easement granted herein does not constitute a conveyance in fee of the Easement Property, nor of the minerals therein and thereunder but grants only an underground easement subject to the following:

a. If all or any part of the Easement Property is not used for the stated purposes during any 60-day period or is used at anytime for any other purpose, or if Grantee at anytime permanently abandons the Easement, then in any such event this conveyance shall be null and void and of no further force and effect as to the Easement Property or any part thereof, and the Easement Property, or any part thereof, shall absolutely revert to and revest in Grantor, its successors or assigns, without the necessity of any further act, suit, or action on the part of either Grantor or Grantee. Provided, however, that Grantee agrees in such event to execute and deliver to Grantor, its successors or assigns, a proper deed of reconveyance, duly executed and acknowledged, on the written request of Grantor.

b. The Easement is made subject to any and all existing easements, prescriptive rights, rights-of-way, leases, and subleases affecting the Easement Property, or any part thereof, whether of record or not, and all presently recorded matters that affect the Easement Property. The Easement is further made subject to all future easements, leases and subleases to the extent the same do not unduly interfere with Grantee's rights hereunder.

c. Grantee hereby agrees to release Grantor and its agents, successors and assigns from and against, and to the fullest extent allowed by the Laws and Constitution of the State of Texas, to reimburse Grantor and its agents, successors and assigns with respect to, any and all claims, demands, damages, expenses or causes of action of whatever nature, specifically including, but not limited to, reasonable attorneys' fees and costs of suit paid or incurred by Grantor, its agents, successors and assigns, asserted by others that are caused by or arise in any manner out of acts or omissions of Grantee, its agents, employees, representatives, or any other persons acting under its control or at its direction or request.

d. If, in exercising Grantee's rights in and to the Easement, Grantee directly or indirectly causes any damage to the Easement Property not contemplated by this Easement or any damage to any property of Grantor, or any other property appurtenant thereto, or any improvements located on any property of Grantor or on any other property appurtenant thereto, Grantee shall, at Grantee's sole cost and expense and within a reasonable time after the exercise of such rights, but in no event later than thirty (30) days from the date the damage occurred, restore the Easement Property, all other such property, and/or such improvements to the original condition existing prior to the change or damage.

e. All work to be performed by Grantee or its agents, employees, representatives, or any other persons acting under its control or at its direction or request shall:

1. be done at the sole risk, cost and expense of Grantee;
2. be done in accordance with the applicable requirements of all Federal state and local governmental and regulatory authorities having jurisdiction thereof, including, without limitation, complying with all applicable zoning ordinances, building codes and environmental laws; and
3. be done in a manner as will not unreasonably interfere with access to the adjacent or remainder property of Grantor.

f. Grantee will not create or permit to be created or remain, and will discharge, at Grantee's sole cost and expense, any and all liens, encumbrances or charges levied on account of any builder's, supplier's, mechanic's, laborer's, materialmen's or similar lien that might become a lien, encumbrance or charge upon the Easement Property or other property of Grantor or any part thereof or the income derived therefrom, with respect to any work or services performed or material furnished by or at the direction of Grantee. If any such liens, encumbrances or charges shall at any time be filed against the Easement Property or the other property of Grantor or any part thereof by reason of work or services performed or material furnished by or at the direction of Grantee, Grantee within thirty (30) days after the filing thereof will cause the same to be fully discharged and released of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise.

g. By its exercise of its rights hereunder, Grantee will not cause or permit the Easement Property, any other property of Grantor, or Grantor to be in violation of, or do anything or permit anything to be done by Grantee, its contractors, subcontractors, agents or employees that will subject the Easement Property, any other property of Grantor, or Grantor to any remedial obligations under applicable laws pertaining to health or the environment (such laws as they now exist or are hereafter enacted and/or amended are hereinafter sometimes collectively call "Applicable Environmental Laws"), including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986 (as amended, hereinafter called "CERCLA"), the Resource Conservation and Recovery Act of 1976, as amended by the Used Oil Recycling Act of 1980, the Solid Waste Disposal Act Amendments of 1980, and the Hazardous and Solid Waste Amendments of 1984 (as amended hereinafter called "RCRA"), the Texas Water Code and the Texas Solid Waste Disposal Act, as each of said laws may be amended from time to time, assuming disclosure to the applicable governmental authorities of all relevant facts, conditions and circumstances, if any, pertaining to Grantee's exercise of its rights hereunder. Grantee agrees to obtain any permits, licenses or similar authorizations for the Project by reason of any

Applicable Environmental Laws that concern or result from the use of the Easement Property. Grantee will promptly notify Grantor in writing of any existing, pending or, to the best knowledge of Grantee threatened, investigation or inquiry by any governmental authority in connection with any Applicable Environmental Laws concerning the Project and/or Grantee's use of the Easement Property. In connection with the Project, Grantee will not cause or permit the disposal or other release of any hazardous substance or solid waste on or to the Easement Property or any other property of Grantor. In connection with the Project, Grantee covenants and agrees to keep or cause the Easement Property and any other property of Grantor to be kept free of such hazardous substance or solid waste and to remove the same (or if removal is prohibited by law, to take whatever action is required by law) promptly upon discovery, at Grantee's sole cost and expense. If Grantee fails to comply with or perform any of the foregoing covenants and obligations, Grantor may (without any obligation, express or implied) remove any hazardous substance or solid waste from the Easement Property or any other property of Grantor (or if removal is prohibited by law, take whatever action is required by law) and the cost of the removal or such other action shall be reimbursed by Grantee to Grantor. Grantee grants to Grantor and its agents, employees, contractors and consultants access to the Easement Property and the license (which is coupled with an interest and irrevocable) to remove such hazardous substance or solid waste (or if removal is prohibited by law, to take whatever action is required by law) and to the fullest extent permitted by the Constitution and the laws of the State of Texas, agrees to reimburse Grantor for and to hold Grantor harmless from all costs and expense involved therewith. The terms "hazardous substance" and "release" as used in this Easement have the meanings specified in CERCLA, and the terms "solid waste" and "disposal" (or "disposed") shall have the meanings specified in RCRA; provided, that if either CERCLA or RCRA is amended so as to broaden the meaning of any term defined thereby, such broader meaning shall apply hereunder subsequent to the effective date of such amendment and provided further to the extent that any other federal or state law establishes a meaning for "hazardous substance," "release," "solid waste," or "disposal" that is broader than that specified in either CERCLA or RCRA, such broader meaning shall apply.

h. Grantee, to the fullest extent permitted by the Constitution and the laws of the State of Texas, agrees to release Grantor from and against, and to reimburse Grantor with respect to, any and all claims, demands, losses, damages (including consequential damages), liabilities, causes of action, judgment, penalties, costs and expenses (including attorneys' fees and court costs) of any and every kind or character, known or unknown, fixed or contingent, imposed on, asserted against or incurred by Grantor at any time and from time to time by reason of, in connection with or arising out of (a) the failure of Grantee to perform any obligation herein required to be performed by Grantee regarding Applicable Environmental Laws, (b) any violation of Applicable Environmental Laws by Grantee, its contractors, subcontractors, agents or employees occurring after Grantee's acquisition of the Easement, (c) the removal of hazardous substances or solid wastes that result from the use by Grantee, its contractors, subcontractors, agents or employees from the Easement Property or any other property of Grantor (or if removal is prohibited by law, the taking of whatever

action is required by law), and (d) any act, omission or event occurring after Grantee's acquisition of the Easement (including, without limitation, the presence on the Easement Property or release from the Easement Property of hazardous substances or solid wastes disposed of or otherwise released after Grantee's acquisition of the Easement, resulting from or in connection with the Project), regardless of whether the act, omission, event or circumstance constituted a violation of any Applicable Environmental Law at the time of its existence or occurrence. Any amount to be paid under this paragraph by Grantee or Grantor shall be paid within thirty (30) days of Grantee's receipt of demand therefore from Grantor. Nothing in this paragraph or elsewhere in this Easement shall limit or impair any rights or remedies of Grantor against Grantee or any third party under Applicable Environmental Laws, including without limitation, any rights of contribution available thereunder.

GRANTEE shall not excavate or penetrate the surface of the Easement Property without GRANTOR'S express written consent.

Grantor reserves the right to use and enjoy the Easement Property insofar as the exercise thereof does not endanger or interfere with the existence and maintenance of the Project.

This instrument, and the terms and conditions contained herein, shall inure to the benefit of and be binding upon Grantee and Grantor, and their respective personal representatives, successors, and assigns.

TO HAVE AND HOLD the possession of the Easement Property for the purposes and subject to the limitations described above, without warranties or representations of any kind, express or implied.

Each party acknowledges that it and its counsel have reviewed this Easement Agreement and that the normal rule of construction shall not be applicable and there shall be no presumption that any ambiguities will be resolved against the drafting party in interpretation of this Easement Agreement.

When the context requires, singular nouns and pronouns include the plural. When appropriate, the term "Grantee" includes the employees and authorized agents of Grantee.

GRANTOR:

COUNTY OF TRAVIS

By: _____

Samuel T. Biscoe
Travis County Judge

GRANTEE:

MANVILLE WATER SUPPLY
CORPORATION, A TEXAS NON-PROFIT
CORPORATION

By: _____
Name: _____
Title: _____

ACKNOWLEDGEMENTS

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on _____, 20__, by Samuel T. Biscoe, County Judge of Travis County, Texas, on behalf of said county.

Notary Public in and for
The State of Texas

Notary's Name (Printed): _____
My commission expires: _____

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the _____ day of _____, 20__, by _____, for and on behalf of the Manville Water Supply Corporation, a Texas non-profit corporation.

Notary Public in and for
The State of Texas

Notary's Name (Printed): _____
My commission expires: _____

AFTER RECORDING RETURN TO:
Travis County
P.O. Box 1748
Austin, Texas 78767
Attn: Christopher Gilmore

Travis County
Northeast Metro Park

**LEGAL DESCRIPTION
OF A 200 SQUARE FOOT TRACT,
SITUATED IN THE THOMAS
MOORE SURVEY, NO. 44,
TRAVIS COUNTY, TEXAS**

Being a 200 square foot, more or less, tract or parcel of land, situated in the Thomas Moore Survey, No. 44, being a portion of that certain tract of land called 339.82 acres, as described in a deed to Travis County, recorded in Volume 13131, Page 3751, of the Real Property Records of Travis County, Texas, and being more particularly described as follows:

BEGINNING at a calculated point on the east right-of-way of Killingsworth Lane, being on the west line of the said 339.82 acre tract, from which the southwest corner of the said 339.82 acre tract bears S 28° 13' 35" W, 219.53 feet and S 27° 52' 14" W, 786.75 feet, for the southwest corner hereof;

THENCE, with the east right-of-way of Killingsworth Lane and the west line of the said 339.82 acre tract, N 28° 13' 35" E, 10.00 feet to a calculated point for the northwest corner hereof, from which the southwest corner of that certain tract of land called 9.21 acres, as described in a deed to Travis County, recorded in Volume 13198, Page 1500 of the Real Property Records of Travis County, Texas, also for an angle point on the said 339.82 acre tract, bears N 28° 13' 35" E, 231.73 feet;

THENCE, across the said 339.82 acre tract the following three (3) calls:

- S 60° 00' 00" E, 20.00 feet to a calculated point for the northeast corner hereof;
- S 28° 13' 35" W, 10.00 feet to a calculated point for the southeast corner hereof;
- N 60° 00' 00" W, 20.00 feet to the PLACE OF BEGINNING and containing 200 square feet of land, more or less.

This description was created from record documents and does not represent an on the ground survey. This description is for an easement, no monuments have been set. A plat accompanies this description.


Richard Fink

8-12-2013
R.P.L.S. No. 5473

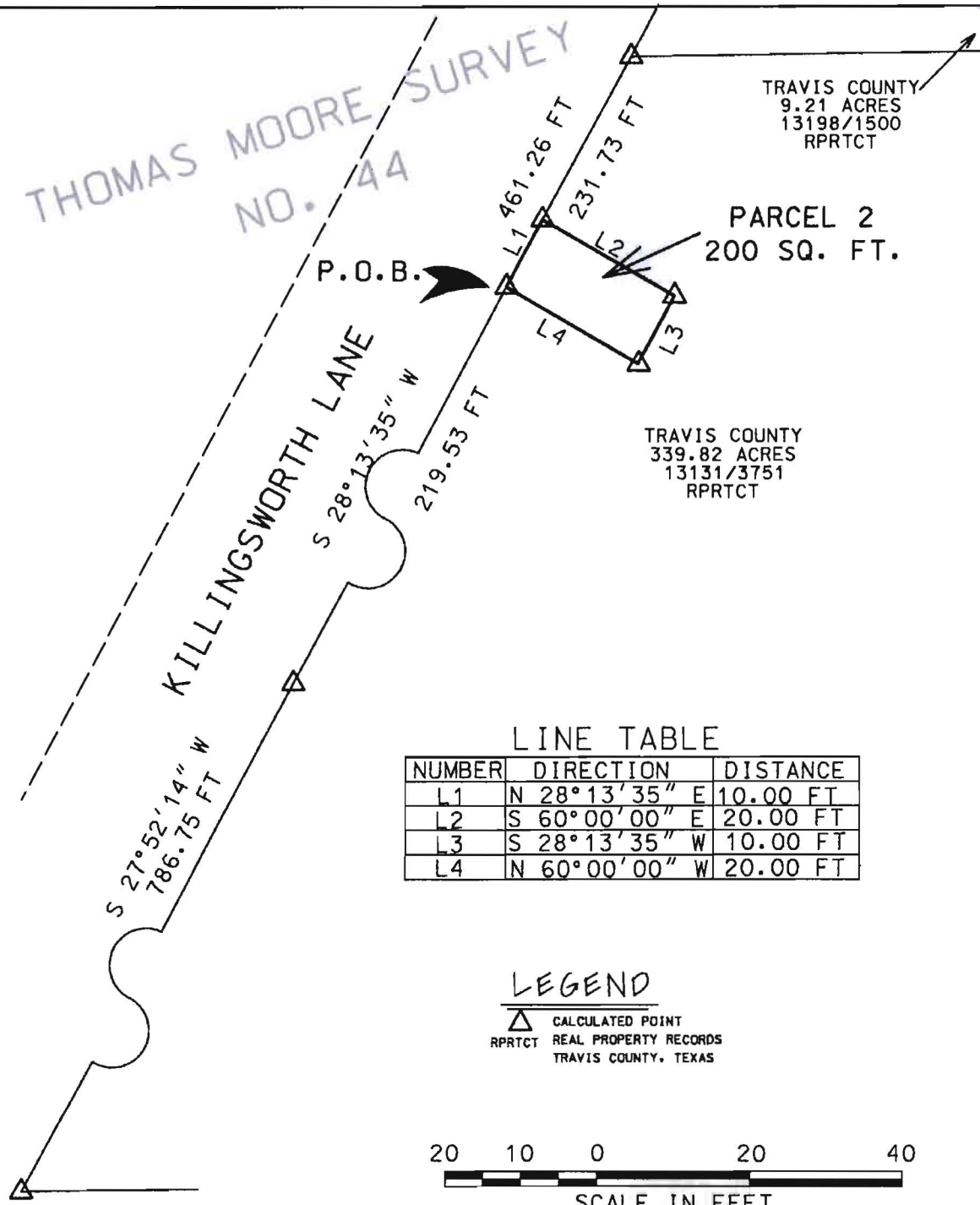


THOMAS MOORE SURVEY
NO. 44

TRAVIS COUNTY
9.21 ACRES
13198/1500
RPRTCT

PARCEL 2
200 SQ. FT.

TRAVIS COUNTY
339.82 ACRES
13131/3751
RPRTCT



LINE TABLE

NUMBER	DIRECTION	DISTANCE
L1	N 28° 13' 35" E	10.00 FT
L2	S 60° 00' 00" E	20.00 FT
L3	S 28° 13' 35" W	10.00 FT
L4	N 60° 00' 00" W	20.00 FT

LEGEND

▲ CALCULATED POINT
RPRTCT REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS



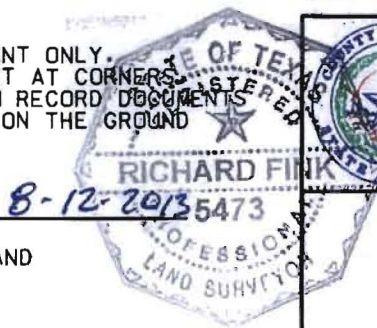
A FIELD NOTE DESCRIPTION
ACCOMPANIES THIS PLAT.

FILE: Q:\Project\Survey\NE_Metro_PK02\BMX track\
water line easement\BMX water line easement plat.dgn
DATE: 12-Aug-13 11:04

THIS PLAT IS FOR AN EASEMENT ONLY.
MONUMENTS HAVE NOT BEEN SET AT CORNERS.
THIS PLAT WAS CREATED FROM RECORD DOCUMENTS
AND DOES NOT REPRESENT AN ON THE GROUND
SURVEY.

[Handwritten Signature]

RICHARD FINK
REGISTERED PROFESSIONAL LAND
SURVEYOR NO. 5473
ORIGINAL SIGNATURE IN BLUE INK



TRAVIS COUNTY, TEXAS
**TRANSPORTATION and NATURAL
RESOURCES DEPARTMENT**

SKETCH TO ACCOMPANY FIELD
NOTES OF A 200 SQUARE FOOT
TRACT, SITUATED IN THE THOMAS
MOORE SURVEY NO. 44,
TRAVIS COUNTY, TEXAS

EXHIBIT "B"

Easement No. _____
File No. 109159
Address: 3127 Killingsworth
Initials: WEB

ELECTRIC DISTRIBUTION UTILITY EASEMENT

STATE OF TEXAS
COUNTY OF TRAVIS

DATE: _____

GRANTOR: TRAVIS COUNTY, TEXAS,
a political subdivision of the State of Texas

GRANTOR'S ADDRESS: P.O. Box 1748
Austin, Texas 78767

GRANTEE: THE CITY OF AUSTIN

GRANTEE'S ADDRESS: P. O. Box 1088
Austin, Travis County, Texas

EASEMENT PROPERTY: A 3703 square foot, more or less, tract or parcel of land, situated in the Thomas Moore Survey, No. 44, being a portion of that certain tract of land called 339.82 acres, as described in a deed to Travis County, recorded in Volume 13131, Page 3751, of the Real Property Records of Travis County, Texas, as more fully described on Exhibit A attached hereto and incorporated for all purposes.

PROJECT: Placement, construction, maintenance, upgrand and repair or one or more underground electric distribution and telecommunications lines and systems and all necessary or desirable appurtenances and structures beneath the surface of the Easement Property (the "Facilities"), and to cut or trim trees and shrubbery and to remove obstructions as necessary to keep them clear of the Facilities.

Grantor, for consideration paid to Grantor, hereby grants to Grantee a non-exclusive easement (the "Easement") in, upon, and across the Easement Property solely for the purpose of the Project.

It is distinctly understood and agreed that the Easement granted herein does not constitute a conveyance in fee of the Easement Property, nor of the

minerals therein and thereunder but grants only an easement subject to the following:

a. If all or any part of the Easement Property is not used for the stated purposes during any 60-day period or is used at anytime for any other purpose, or if Grantee at anytime permanently abandons the Easement, then in any such event this conveyance shall be null and void and of no further force and effect as to the Easement Property or any part thereof, and the Easement Property, or any part thereof, shall absolutely revert to and revest in Grantor, its successors or assigns, without the necessity of any further act, suit, or action on the part of either Grantor or Grantee. Provided, however, that Grantee agrees in such event to execute and deliver to Grantor, its successors or assigns, a proper deed of reconveyance, duly executed and acknowledged, on the written request of Grantor.

b. The Easement is made subject to any and all existing easements, prescriptive rights, rights-of-way, leases, and subleases affecting the Easement Property, or any part thereof, whether of record or not, and all presently recorded matters that affect the Easement Property. The Easement is further made subject to all future easements, leases and subleases to the extent the same do not unduly interfere with Grantee's rights hereunder.

c. Grantor expressly reserves all oil, gas and other minerals owned by Grantor, in, on, and under the Easement Property, provided that Grantor shall not be permitted to drill or excavate for minerals on the surface of the Easement Property, but may extract oil, gas, or other minerals from and under the Easement Property by directional drilling or other means that do not interfere with or disturb Grantee's use of the Easement Property.

d. Grantee hereby agrees to release Grantor and its agents, successors and assigns from and against, and to the fullest extent allowed by the Laws and Constitution of the State of Texas, to reimburse Grantor and its agents, successors and assigns with respect to, any and all claims, demands, damages, expenses or causes of action of whatever nature, specifically including, but not limited to, reasonable attorneys' fees and costs of suit paid or incurred by Grantor, its agents, successors and assigns, asserted by others that are caused by or arise in any manner out of acts or omissions of Grantee, its agents, employees, representatives, or any other persons acting under its control or at its direction or request.

e. If, in exercising Grantee's rights in and to the Easement, Grantee directly or indirectly causes any damage to the Easement Property not contemplated by this Electric Utility Easement or any damage to any property of Grantor, or any other property appurtenant thereto, or any improvements located on any property of Grantor or on any other property appurtenant thereto, Grantee shall, at Grantee's sole cost and expense and within a reasonable time after the

exercise of such rights, but in no event later than thirty (30) days from the date the damage occurred, restore the Easement Property, all other such property, and/or such improvements to the original condition existing prior to the change or damage.

f. All work to be performed by Grantee or its agents, employees, representatives, or any other persons acting under its control or at its direction or request shall:

1. be done at the sole risk, cost and expense of Grantee;
2. be done in accordance with the applicable requirements of all Federal state and local governmental and regulatory authorities having jurisdiction thereof, including, without limitation, complying with all applicable zoning ordinances, building codes and environmental laws; and
3. be done in a manner as will not unreasonably interfere with access to the adjacent or remainder property of Grantor.

g. Grantee will not create or permit to be created or remain, and will discharge, at Grantee's sole cost and expense, any and all liens, encumbrances or charges levied on account of any builder's, supplier's, mechanic's, laborer's, materialmen's or similar lien that might become a lien, encumbrance or charge upon the Easement Property or other property of Grantor or any part thereof or the income derived therefrom, with respect to any work or services performed or material furnished by or at the direction of Grantee. If any such liens, encumbrances or charges shall at any time be filed against the Easement Property or the other property of Grantor or any part thereof by reason of work or services performed or material furnished by or at the direction of Grantee, Grantee within thirty (30) days after the filing thereof will cause the same to be fully discharged and released of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise.

h. Grantee, to the fullest extent permitted by the Constitution and the laws of the State of Texas, agrees to release Grantor from and against, and to reimburse Grantor with respect to, any and all claims, demands, losses, damages (including consequential damages), liabilities, causes of action, judgment, penalties, costs and expenses (including attorneys' fees and court costs) of any and every kind or character, known or unknown, fixed or contingent, imposed on, asserted against or incurred by Grantor at any time and from time to time by reason of, in connection with or arising out of (a) the failure of Grantee to perform any obligation herein required to be performed by Grantee regarding Applicable Environmental Laws, (b) any violation of Applicable Environmental Laws by Grantee, its contractors, subcontractors, agents or employees occurring after Grantee's acquisition of the Easement, (c) the removal of hazardous substances or solid wastes that result from the use by

Grantee, its contractors, subcontractors, agents or employees from the Easement Property or any other property of Grantor (or if removal is prohibited by law, the taking of whatever action is required by law), and (d) any act, omission or event occurring after Grantee's acquisition of the Easement (including, without limitation, the presence on the Easement Property or release from the Easement Property of hazardous substances or solid wastes disposed of or otherwise released after Grantee's acquisition of the Easement, resulting from or in connection with the Project), regardless of whether the act, omission, event or circumstance constituted a violation of any Applicable Environmental Law at the time of its existence or occurrence. Any amount to be paid under this paragraph by Grantee or Grantor shall be paid within thirty (30) days of Grantee's receipt of demand therefore from Grantor. Nothing in this paragraph or elsewhere in this Elective Utility Easement shall limit or impair any rights or remedies of Grantor against Grantee or any third party under Applicable Environmental Laws, including without limitation, any rights of contribution available thereunder.

Grantor reserves the right to use and enjoy the Easement Property insofar as the exercise thereof does not endanger or interfere with the existence and maintenance of the Project.

This instrument, and the terms and conditions contained herein, shall inure to the benefit of and be binding upon Grantee and Grantor, and their respective personal representatives, successors, and assigns.

TO HAVE AND HOLD the possession of the Easement Property for the purposes and subject to the limitations described above, without warranties or representations of any kind, express or implied.

Each party acknowledges that it and its counsel have reviewed this Easement Agreement and that the normal rule of construction shall not be applicable and there shall be no presumption that any ambiguities will be resolved against the drafting party in interpretation of this Easement Agreement.

GRANTOR:

TRAVIS COUNTY, TEXAS,
a political subdivision of the State of Texas

By: _____
Samuel T. Biscoe, County Judge

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF TRAVIS

This instrument was acknowledged before me on _____, 2012,
by Samuel T. Biscoe, County Judge of Travis County, Texas, on behalf of said
county..

Notary Public, State of Texas

Notary's Printed or Typed Name

Notary's Commission Expires

AFTER RECORDING RETURN TO:
City of Austin – Austin Energy
721 Barton Springs Road
Austin, Texas 78704
Attn: Melody Giambruno
Electric Distribution Utility Easement
Legal Review 06/15/07

Travis County
Northeast Metro Park

LEGAL DESCRIPTION
OF A 3703 SQUARE FOOT TRACT,
SITUATED IN THE THOMAS
MOORE SURVEY, NO. 44,
TRAVIS COUNTY, TEXAS

Being a 3703 square foot, more or less, tract or parcel of land, situated in the Thomas Moore Survey, No. 44, being a portion of that certain tract of land called 339.82 acres, as described in a deed to Travis County, recorded in Volume 13131, Page 3751, of the Real Property Records of Travis County, Texas, and being more particularly described as follows:

BEGINNING at a point on the east right-of-way of Killingsworth Lane, being on the west line of the said 339.82 acre tract, from which the southwest corner of the said 339.82 acre tract bears S 28° 13' 35" W, 372.92 feet and S 27° 52' 14" W, 786.75 feet, for the most westerly southwest corner hereof;

THENCE, with the east right-of-way of Killingsworth Lane and the west line of the said 339.82 acre tract, N 28° 13' 35" E, 11.20 feet to a calculated point for the northwest corner hereof, from which the southwest corner of that certain tract of land called 9.21 acres, as described in a deed to Travis County, recorded in Volume 13198, Page 1500 of the Real Property Records of Travis County, Texas, also for an angle point on the said 339.82 acre tract, bears N 28° 13' 35" E, 77.14 feet;

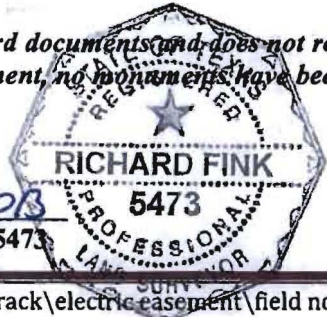
THENCE, across the said 339.82 acre tract the following nine (9) calls:

- S 88° 30' 14" E, 193.63 feet to a calculated point for the northeast corner hereof;
- S 00° 00' 00" E, 138.86 feet to a calculated point;
- N 90° 00' 00" E, 5.00 feet to a calculated point;
- S 00° 00' 00" E, 22.50 feet to a calculated point for the southeast corner hereof;
- S 90° 00' 00" W, 20.00 feet to a calculated point for the most southerly southwest corner hereof;
- N 00° 00' 00" W, 22.50 feet to a calculated point;
- S 90° 00' 00" E, 5.00 feet to a calculated point;
- N 00° 00' 00" W, 129.12 feet to a calculated point;
- N 88° 30' 14" W, 188.92 feet to the PLACE OF BEGINNING and containing 3703 square feet of land, more or less.

This description was created from record documents and does not represent an on the ground survey. This description is for an easement, no monuments have been set. A plat accompanies this description.


Richard Fink

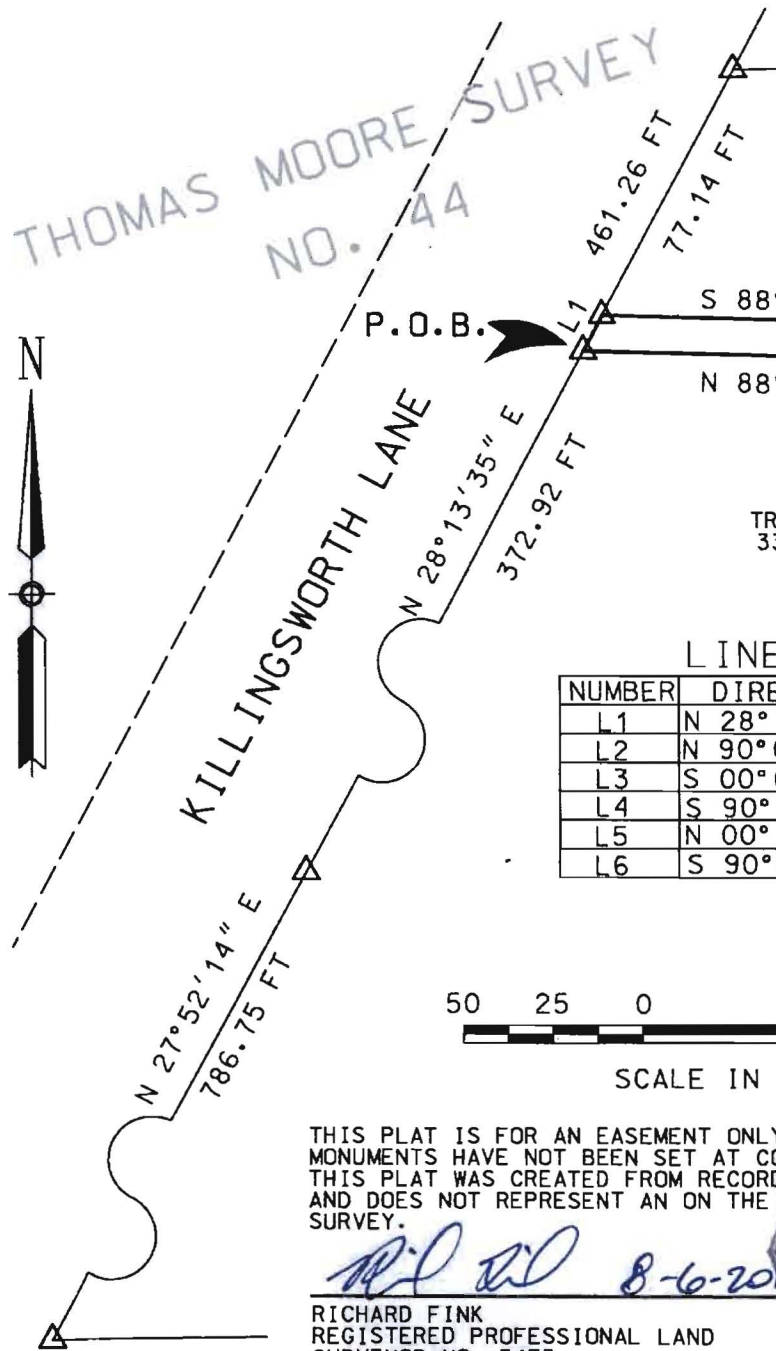
8-6-2013
R.P.L.S. No. 5473



THOMAS MOORE SURVEY
NO. 44



KILLINGSWORTH LANE



N 89°13'45" E

TRAVIS COUNTY
9.21 ACRES
13198/1500
RPRTCT

PARCEL 1
3703 SQ. FT.

S 88°30'14" E 193.63 FT

N 88°30'14" W 188.92 FT

TRAVIS COUNTY
339.82 ACRES
13131/3751
RPRTCT

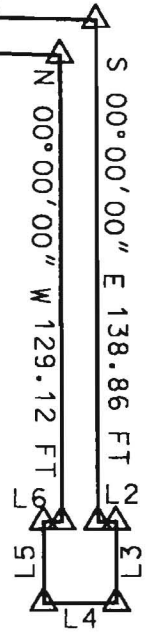
LEGEND

△ CALCULATED POINT
RPRTCT REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

A FIELD NOTE DESCRIPTION
ACCOMPANIES THIS PLAT.

LINE TABLE

NUMBER	DIRECTION	DISTANCE
L1	N 28°13'35" E	11.20 FT
L2	N 90°00'00" E	5.00 FT
L3	S 00°00'00" E	22.50 FT
L4	S 90°00'00" W	20.00 FT
L5	N 00°00'00" W	22.50 FT
L6	S 90°00'00" E	5.00 FT



THIS PLAT IS FOR AN EASEMENT ONLY.
MONUMENTS HAVE NOT BEEN SET AT CORNERS.
THIS PLAT WAS CREATED FROM RECORD DOCUMENTS
AND DOES NOT REPRESENT AN ON THE GROUND
SURVEY.

Richard Fink 8-6-2013
RICHARD FINK
REGISTERED PROFESSIONAL LAND
SURVEYOR NO. 5473
ORIGINAL SIGNATURE IN BLUE INK



FILE: Q:\Project\Survey\NE_Metro_PK02\BMX track\
electric easement\BMX electric easement plat.dgn
DATE: 05-Aug-13 14:58



TRAVIS COUNTY, TEXAS
TRANSPORTATION and NATURAL
RESOURCES DEPARTMENT

SKETCH TO ACCOMPANY FIELD
NOTES OF A 3703 SQUARE FOOT
TRACT, SITUATED IN THE THOMAS
MOORE SURVEY NO. 44,
TRAVIS COUNTY, TEXAS