

Easement Agreement for Utilities

Date: ~~March~~ ^{April} 27th, 2015

Grantor: Hopkins County, Texas, a Texas Governmental Entity

Grantor's Mailing Address:

Hopkins County, Texas
118 Church Street, Courthouse
Sulphur Springs, Texas 75482

Grantee: City of Sulphur Springs, Texas, a Texas incorporated city

Grantee's Mailing Address:

City of Sulphur Springs, Texas
201 North Davis Street
Sulphur Springs, Texas 75482

Dominant Estate Property: 0.378 acres of land on the northern portion of the recorded plat of the Hopkins County Law Enforcement Center recorded in Volume 6, Page 187, Map Records of Hopkins County, Texas

Easement Property: See Exhibit Attached hereto

Easement Purpose: For the installation, construction, operation, maintenance, replacement, repair, upgrade, and removal of water lines and related facilities (collectively, the "Facilities").

Consideration: Good and valuable consideration, the receipt and sufficiency of which are acknowledged by Grantor.

Reservations from Conveyance: None.

Exceptions to Warranty: None.

Grant of Easement: Grantor, for the Consideration and subject to the Reservations from Conveyance and Exceptions to Warranty, grants, sells, and conveys to Grantee and Grantee's heirs, successors, and assigns an easement over, on, and across the Easement Property for the Easement Purpose, together with all and singular the rights and appurtenances thereto in any way belonging (collectively, the "Easement"), to have and to hold the Easement to Grantee and

Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs, successors, and assigns to warrant and forever defend the title to the Easement in Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the Easement or any part of the Easement, except as to the Reservations from Conveyance and Exceptions to Warranty.

Terms and Conditions: The following terms and conditions apply to the Easement granted by this agreement:

1. *Character of Easement.* The Easement is appurtenant to, runs with, and inures to the benefit of all or any portion of the Dominant Estate Property, whether or not the Easement is referenced or described in any conveyance of all or such portion of the Dominant Estate Property. The Easement is nonexclusive and irrevocable. The Easement is for the benefit of Grantee and Grantee's heirs, successors, and assigns who at any time own any interest in the Dominant Estate Property (as applicable, the "Holder").

2. *Duration of Easement.* The duration of the Easement is perpetual.

3. *Reservation of Rights.* Holder's right to use the Easement Property is nonexclusive, and Grantor reserves for Grantor and Grantor's heirs, successors, and assigns the right to use all or part of the Easement Property in conjunction with Holder as long as such use by Grantor and Grantor's heirs, successors, and assigns does not interfere with the use of the Easement Property by Holder for the Easement Purpose, and the right to convey to others the right to use all or part of the Easement Property in conjunction with Holder, as long as such further conveyance is subject to the terms of this agreement.

4. *Secondary Easement.* Holder has the right (the "Secondary Easement") to use as much of the surface of the property that is adjacent to the Easement Property ("Adjacent

Property") as may be reasonably necessary to install and maintain the Facilities within the Easement Property that are reasonably suited for the Easement Purpose. However, Holder must promptly restore the Adjacent Property to its previous physical condition if changed by use of the rights granted by this Secondary Easement.

5. *Improvement and Maintenance of Easement Property.* Improvement and maintenance of the Easement Property and the Facilities will be at the sole expense of Holder. Holder has the right to eliminate any encroachments into the Easement Property. Holder must maintain the Easement Property in a neat and clean condition. Holder has the right to construct, install, maintain, replace, and remove the Facilities under or across any portion of the Easement Property. All matters concerning the Facilities and their configuration, construction, installation, maintenance, replacement, and removal are at Holder's sole discretion, subject to performance of Holder's obligations under this agreement. Holder has the right to remove or relocate any fences within the Easement Property or along or near its boundary lines if reasonably necessary to construct, install, maintain, replace, or remove the Facilities, subject to replacement of the fences to their original condition on the completion of the work.

6. *Equitable Rights of Enforcement.* This Easement may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm, and will be obtainable only by the parties to or those benefited by this agreement; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.

7. *Attorney's Fees.* If either party retains an attorney to enforce this agreement, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.

8. *Binding Effect.* This agreement binds and inures to the benefit of the parties and their respective heirs, successors, and permitted assigns.

9. *Choice of Law.* This agreement will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in the county or counties in which the Easement Property is located.

10. *Counterparts.* This agreement may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

11. *Waiver of Default.* It is not a waiver of or consent to default if the nondefaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this agreement does not preclude pursuit of other remedies in this agreement or provided by law.

12. *Further Assurances.* Each signatory party agrees to execute and deliver any additional documents and instruments and to perform any additional acts necessary or appropriate to perform the terms, provisions, and conditions of this agreement and all transactions contemplated by this agreement.

13. *Indemnity.* Each party agrees to indemnify, defend, and hold harmless the other party from any loss, attorney's fees, expenses, or claims attributable to breach or default of any provision of this agreement by the indemnifying party.

14. *Entire Agreement.* This agreement and any exhibits are the entire agreement of

the parties concerning the Dominant Estate Property, the Easement Property, and the grant of the Easement by Grantor to Grantee. There are no representations, agreements, warranties, or promises, and neither party is relying on any statements or representations of any agent of the other party, that are not expressly set forth in this agreement and any exhibits.

15. *Legal Construction.* If any provision in this agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof, and this agreement will be construed as if the unenforceable provision had never been a part of the agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Article and section headings in this agreement are for reference only and are not intended to restrict or define the text of any section. This agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.

16. *Notices.* Any notice required or permitted under this agreement must be in writing. Any notice required by this agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

17. *Recitals.* Any recitals in this agreement are represented by the parties to be accurate, and constitute a part of the substantive agreement.

18. *Time.* Time is of the essence. Unless otherwise specified, all references to "days" mean calendar days. Business days exclude Saturdays, Sundays, and legal public holidays. If the date for performance of any obligation falls on a Saturday, Sunday, or legal public holiday, the date for performance will be the next following regular business day.

Hopkins County, Texas, a Texas Governmental Entity.

Robert Newsom

Robert Newsom, County Judge, Hopkins County Judge

City of Sulphur Springs, Texas, a Texas incorporated city.

Marc Maxwell

Marc Maxwell, City Manager, Sulphur Springs, Texas

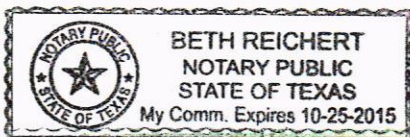
STATE OF TEXAS)

COUNTY OF HOPKINS)

Before me, *Beth Reichert*, on this day personally appeared Robert Newsom, County Judge, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that Robert Newsom, County Judge executed the same as the act of Hopkins County, Texas, a Texas Governmental Entity, as its Hopkins County Judge, for the purposes and consideration therein expressed.

Given under my hand and seal of office this 27th day of April, 2015.

Beth Reichert





Notary Public, State of Texas
My commission expires: 10-25-15

STATE OF TEXAS)

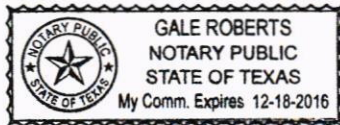
COUNTY OF HOPKINS)

Before me, Gale Roberts, Notary Public, on this day personally appeared Marc Maxwell, City Manager, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that Marc Maxwell, City Manager, executed the same as the act of City of Sulphur Springs, Texas, a Texas an incorporated city, as its City Manager, for the purposes and consideration therein expressed.

Given under my hand and seal of office this 15th day of April, 2015.

Gale Roberts

Notary Public, State of Texas
My commission expires: 12-18-2016



PREPARED IN THE OFFICE OF:

Robert Newsom
118 Church Street, Courthouse
Sulphur Springs, Texas 75482
(903) 438-4006

AFTER RECORDING RETURN TO:

City of Sulphur Springs
201 North Davis Street
Sulphur Springs, Texas 75482

COOPER LAND SURVEYING, INC.

P.O. Box 367, Sulphur Springs, Tx 75483
Telephone: (903) 439-1218, Telefax: (903) 438-9035

VOL
025

PAGE
077

John Cooper R.P.L.S. #5226

Firm # 10016200

**FIELD NOTES FOR 0.378 ACRES
Water line Easement
MARY ANN BOWLIN SURVEY, A-39
HOPKINS COUNTY, TEXAS**

All that certain tract or parcel of land situated in the Mary Ann Bowlin Survey, A-39, located about 0.29 miles N 3° E from the Public Square of the City of Sulphur Springs, Hopkins County, Texas; being a part of that certain Lot 1, Block 1, Hopkins County Law Enforcement Center as reflected by plat of said Addition recorded in Vol. 6, Page 187, Map Records of Hopkins County, Texas; and being more particularly described as follows:

BEGINNING at a 1/2" rebar set for a corner on the North boundary line of said Lot 1, Block 1, being on the South boundary line of Houston Street, and being N 88° 02' 02" W a distance of 65.17 feet from a 1/2" rebar marked with a "COOPER" cap found on the North East corner of said Lot 1, Block 1;

THENCE in a Southerly direction as follows:

S 1° 44' 40" W a distance of 109.18 feet to a 1/2" rebar set,
S 21° 24' 13" E a distance of 225.67 feet to a 1/2" rebar set,
S 2° 37' 41" W a distance of 140.37 feet to a 1/2" rebar set,
S 9° 53' 19" W a distance of 48.64 feet to a 1/2" rebar set, and
S 25° 25' 54" W a distance of 180.35 feet to a 1/2" rebar set for a corner;

THENCE N 64° 34' 06" W a distance of 15.00 feet to a 1/2" rebar set for a corner;

THENCE N 25° 25' 54" E a distance of 76.32 feet to a 1/2" rebar set for a corner;

THENCE N 87° 34' 06" W a distance of 407.10 feet to a 1/2" rebar set on the West boundary line of said Lot 1, Block 1, and being on the East boundary line of Rosemont Street;

THENCE N 2° 34' 17" E along the East boundary line of said Rosemont Street a distance of 15.00 feet to a 1/2" rebar set for a corner;

THENCE S 87° 34' 06" E a distance of 413.43 feet to a 1/2" rebar set for a corner;

THENCE in a Northerly direction as follows:

N 25° 25' 54" E a distance of 85.69 feet to a 1/2" rebar set,
N 9° 53' 19" E a distance of 45.64 feet to a 1/2" rebar set,
N 2° 37' 41" E a distance of 139.36 feet to a 1/2" rebar set,
N 21° 44' 15" W a distance of 219.57 feet to a 1/2" rebar set, and
N 1° 08' 06" E a distance of 115.18 feet to a 1/2" rebar set for a corner on the North boundary line of said Lot 1, Block 1, being on the South boundary line of said Houston Street, and being
S 89° 02' 02" E a distance of 43.42 feet from a 3/8" iron pipe found on the North West corner of said Lot 1, Block 1;


THENCE S 89° 02' 02" E along the North boundary line of said Lot 1, Block 1 a distance of 15.00 feet to the PLACE OF BEGINNING and containing 0.378 acres of land.

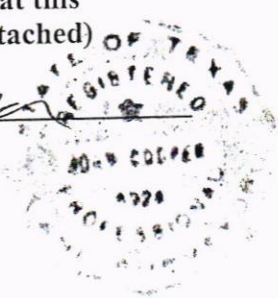
NOTE: All set 1/2" rebar are marked with "COOPER LAND SURVEY" caps.

NOTE: Bearings based on the recorded plat of Hopkins County Law Enforcement Center, recorded in Vol. 6, Page 187, Map Records of Hopkins County, Texas.

I, John Cooper, Registered Professional Land Surveyor in the State of Texas certify that this description was prepared from a survey on the ground under my supervision. (plat attached)

DATED: JANUARY 27, 2015

Signed: 
John Cooper, R.P.L.S. No. 5226



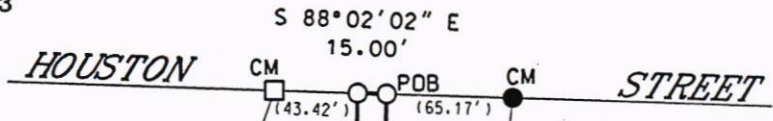
Cooper Land Surveying, Inc.

4914 Texas Hwy. 11 West
P. O. Box 367
Sulphur Springs, Texas 75483
(903) 439-1218
Fax * 903-438-9035
Firm * 10016200

0.378 ACRES

Water line Easement

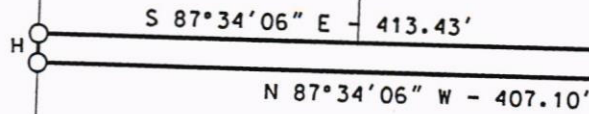
Mary Ann Bowlin Survey, A-39
HOPKINS COUNTY, TEXAS



Bearings based on the
recorded plat of
HOPKINS COUNTY LAW ENFORCEMENT CENTER
Vol. 6, PAGE 187
Map Records

LOT 1, BLOCK 1
HOPKINS COUNTY LAW ENFORCEMENT CENTER
VOL. 6, PAGE 187 MAP RECORDS

- A S 1°44'40" W - 109.18'
- B S 21°24'13" E - 225.67'
- C S 2°37'41" W - 140.37'
- D S 9°53'19" W - 48.64'
- E S 25°25'54" W - 180.35'
- F N 64°34'06" W - 15.00'
- G N 25°25'54" E - 76.32'
- H N 2°34'17" E - 15.00'
- I N 25°25'54" E - 85.69'
- J N 9°53'19" E - 45.64'
- K N 2°37'41" E - 139.36'
- L N 21°44'15" W - 219.57'
- M N 1°08'06" E - 115.18'



ROSEMONT STREET

LEGEND:

- Set 1/2" rebar marked with "Cooper" cap
- Found 1/2" rebar marked with "Cooper" cap
- Found 3/8" iron pipe
- CM Control Monument
- POB Point of Beginning
- *—* Fence
- ◇- Powerline

I, John Cooper, Registered Professional Land Surveyor in the State of Texas
certify that this plat represents a survey on the ground under my supervision.
(field notes attached)

Dated: JANUARY 27, 2015

Signed:

John Cooper
John Cooper, R.P.L.S. No. 5226

