

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

PERPETUAL UTILITY EASEMENT

STATE OF TEXAS

§

COUNTY OF GUADALUPE

§

§

DATE:

GRANTOR: SEGUIN ECONOMIC DEVELOPMENT CORPORATION

GRANTOR'S MAILING ADDRESS: 211 North River Street, Seguin, Texas 78155

GRANTEE: City of Seguin, Texas

GRANTEE'S MAILING ADDRESS: 205 N. River Street, Guadalupe County, Seguin, Texas 78155

EASEMENT PROPERTY: A Thirty-Foot (30') utility easement comprising 0.0707 acres, more or less out of a 33.68 acre portion of a 60.95 acre tract of land located in the Humphreys Branch Survey No.17, Abstract 6 as recorded in Document 201999014434 of the Official Records of Guadalupe County, Texas, and as more particularly described on the attached Exhibit A.

CONSIDERATION: Ten and no/100 Dollars and other good and valuable consideration, the receipt of which Grantor acknowledges.

EASEMENT PURPOSE: "The purpose of the Utility Easement is for constructing, laying, maintaining, operating, repairing and replacing a public sanitary sewer line, a water line, and drainage facilities along with related facilities and equipment within the Easement property, and for no other purposes".

EFFECTIVE DATE: This Utility Easement is effective upon the signing of this document by both Grantor and Grantee.

DURATION: The duration of this Utility Easement is perpetual and irrevocable.

RESERVATION: This Utility Easement is expressly made subject to any and all existing restrictions, reservations, covenants, conditions, leases, easements, and other encumbrances of whatsoever kind or nature relating to the Property, whether or not they are shown of record in Guadalupe County, Texas, and all zoning laws, regulations and ordinance or municipal and other governmental authorities relating to the Property, but only to the extent that they are still in force and effect. Grantor hereby reserves to itself, its successors and assigns, all rights to the Property as such as does not adversely interfere with the rights herein granted to Grantee. In addition to all other rights reserved herein and not in limitation thereof, Grantor specifically reserves the right of passage over the land.

EASEMENT GRANTED: Grantor, for the Consideration and subject to the Reservations and Exception set forth herein, grants, sells and conveys to Grantee a permanent easement over, upon and across the Utility Easement Property for the Easement Purposes; to have and to hold it to Grantee, Grantee's heirs, executors,

administrators, successors or assigns forever, subject to the terms hereof. The Utility Easement right of use granted herein is exclusive to Grantee.

WARRANTY: Grantor binds Grantor and Grantor's heirs, executors, administrators and successors to warrant and forever defend all and singular the property interests herein conveyed to Grantee and Grantee's heirs, executors, administrators, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Grantor, but not otherwise, except as to the reservations from and exceptions to conveyance and warranty and the agreements contained herein.

BINDING EFFECT: The terms and provisions of this Utility Easement shall inure to the benefit of and be binding on Grantor and Grantee and their respective successors and assigns and shall be covenants running with the land.

ENTIRE AGREEMENT: This Utility Easement contains all the agreements between the parties respecting the subject matter hereof, and no prior representations or statements, verbal or written, have been made modifying, adding to or changing the terms of the instrument.

AMENDMENTS: No amendment, modification or revision of this Utility Easement shall be effective unless made in writing, dated subsequent to the date hereof, and signed by the parties hereto, or their respective successors or assigns.

LIABILITY: To the extent allowed by the Constitution and the laws of the State of Texas, Grantee assumes the entire responsibility for the construction and maintenance of the utilities and related facilities, and nothing contained herein will ever be construed to place upon Grantor any manner of liability for injury to or death of persons or for damage to or loss of property arising from or in any manner connected with the acts, conduct or negligence of Grantee in the construction and maintenance of the utilities and any related facilities.

RESTORATION: Upon completion of any construction, maintenance, repairs or other subsequent work with respect to the utilities and related facilities, Grantee will promptly repair any material damage to the Sanitary Sewer Easement Property and/or any other portion of Grantor's property caused by such work so as to restore Grantor's property to substantially the same condition it was in prior to commencement of such installation, maintenance, repair or other work. Grantee will be obligated to promptly restore any subsidence or erosion as a result of Grantee's activities on the Easement Property.

EXECUTED this _____ day of _____, 2022

SEGUIN ECONOMIC DEVELOPMENT CORPORATION

BY: _____
Joshua Schneuker, Executive Director

STATE OF TEXAS

COUNTY OF GUADALUPE

This instrument was acknowledged before me, the undersigned authority, on this _____ day of _____, 2022, by

Notary Public for the
State of Texas

CITY OF SEGUIN

Steve Parker, City Manager

STATE OF TEXAS

COUNTY OF GUADALUPE

This instrument was acknowledged before me, the undersigned authority on this _____ day of _____, 2022, by Steve Parker, City Manager of the City of Seguin, on behalf of said city.

Notary Public for the
State of Texas

EXHIBIT A

METES AND BOUNDS DESCRIPTION
FOR 30' WIDE WATER, SANITARY SEWER AND DRAINAGE EASEMENT

A 0.0707 acre (3,078 square feet) 30' wide water, sanitary sewer and drainage easement on that calculated 33.68 acre portion of the 60.95 acre tract of land described in a deed to Seguin Economic Development Corporation recorded in Document 201999014434 of the Official Public Records of Guadalupe County, Texas, situated in the Humphreys Branch Survey No. 17, Abstract 6, of Guadalupe County, Texas. Said 0.0707 acre easement being more fully described as follows:

COMMENCING at a point on the existing west right-of-way line of N. Guadalupe Street, at the southerly northeast corner of said 60.95 acre tract, from which a found iron rod with cap marked "Tri-County" bears North 01°07'58" West, a distance of 2.08 feet;

THENCE, South 88°30'44" West, along a north line of said 60.95 acre tract, passing a re-entrant corner of said 60.95 acre tract, the southeast corner of Lot 1 of 8th Street Industrial Park Unit 1 recorded in Volume 9, Page 227 of the Map and Plat Records of Guadalupe County, Texas, at a distance of 345.75 feet, now continuing over and across said 60.95 acre tract, along the south line of said Lot 1, an additional distance of 1,723.64 feet, for a total distance of 2,069.39 feet to the northeast corner and POINT OF BEGINNING of herein described easement. Said point being 60.23 feet left of and at a right angle to 8th Street proposed alignment station 12+33.37 and having surface coordinates of N 13,764,498.15 and E 2,294,200.27;

THENCE, departing the south line of said Lot 1, over and across said 60.95 acre tract, the following courses and distances:

- (1) South 01°09'13" East, a distance of 102.68 feet to the southeast corner of herein described easement;
- (2) South 88°50'47" West, a distance of 30.00 feet to the southwest corner of herein described easement;

EXHIBIT A

- (3) North 01°09'13" West, a distance of 102.50 feet to a set 1/2 inch iron rod with yellow cap marked "Pape-Dawson" on the south line of said Lot 1, at the northwest corner of herein described easement, from which a found iron rod with cap marked "Tri-County" on the existing east right-of-way line of 8th Street, a 55-foot wide right-of-way, established in Volume 373, Page 440 of the Official Public Records of Guadalupe County, Texas, and widened in Volume 8, Page 351 of the Map and Plat Records of Guadalupe County, Texas, the west line of said 60.95 acre tract, at the southwest corner of said Lot 1, bears South 88°30'44" West, a distance of 7.00 feet;
- (4) THENCE, North 88°30'44" East, along the south line of said Lot 1, a distance of 30.00 feet to the POINT OF BEGINNING, and containing 0.0707 acres (3,078 square feet) in Guadalupe County, Texas.

All bearings and coordinates are based on the Texas Coordinate System established for the South Central Zone from the North American Datum of 1983 NAD 83 (NA2011) epoch 2010.00. All distances and coordinates shown hereon are surface values represented in U.S. Survey Feet and may be converted to grid by dividing by a surface adjustment factor of 1.00016.

Note: A parcel plat of even date was prepared in conjunction with this property description.

PREPARED BY: Pape-Dawson Engineers, Inc., Texas Surveying Firm #10028800
2000 NW Loop 410, San Antonio, Texas, 78213
210-375-9000

DATE: December 17, 2021

JOB NO. 12460-00

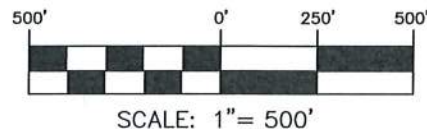
DOC. ID. N:\Transpo\Civil\12460-00\Word\MB-12460-00-ESUT_0.0707 AC.docx



12/17/2021

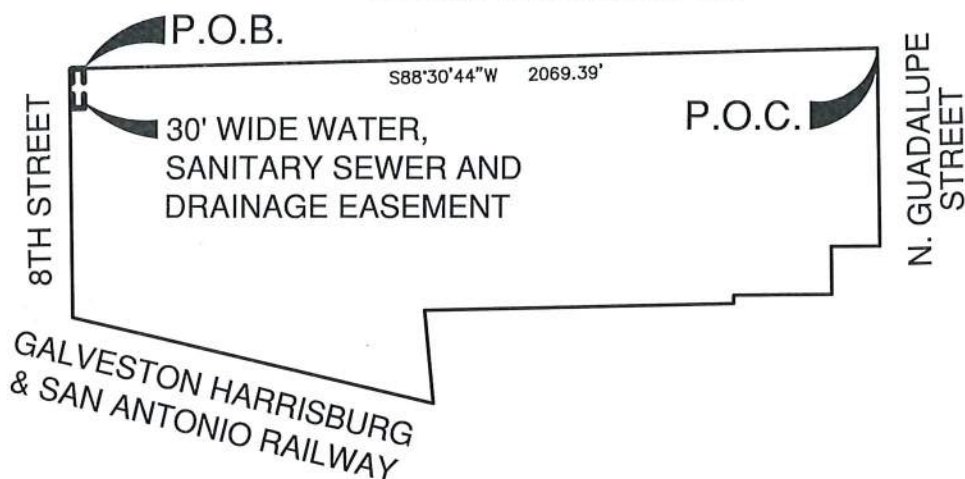
NOTES:

- 1) THE BEARINGS AND COORDINATES FOR THIS SURVEY ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (NA 2011) EPOCH 2010.00 FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE SOUTH CENTRAL ZONE, WITH A SURFACE ADJUSTMENT FACTOR OF 1.00016 APPLIED.
- 2) A METES AND BOUNDS DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS PARCEL PLAT.

**LEGEND:**

- CR COURT RECORDS OF GUADALUPE COUNTY, TEXAS
- DR DEED RECORDS OF GUADALUPE COUNTY, TEXAS
- MPR MAP AND PLAT RECORDS OF GUADALUPE COUNTY, TEXAS
- OPR OFFICIAL PUBLIC RECORDS OF GUADALUPE COUNTY, TEXAS
- FD. FOUND
- FOUND MONUMENT AS NOTED
- SET 1/2" IRON ROD WITH PAPE-DAWSON CAP
- GAS- GAS LINE
- OHE- OVERHEAD ELECTRIC LINE
- SS- SANITARY SEWER LINE
- UFO- UNDERGROUND FIBER OPTIC LINE
- GUY ANCHOR
- HCR HANDICAP RAMP
- ICV IRRIGATION CONTROL VALVE
- LP LIGHT POLE
- PP POWER POLE
- SIGN
- WM WATER METER
- WV WATER VALVE
- SANITARY SEWER MANHOLE

PARENT TRACT
CALCULATED 33.68 ACRE
PORTION OF 60.95 ACRES
SEGUIN ECONOMIC
DEVELOPMENT CORPORATION
DOCUMENT 201999014434, OPR



I hereby certify that this drawing is based on an actual survey made on the ground under my supervision.

Dated : 12/17/2021

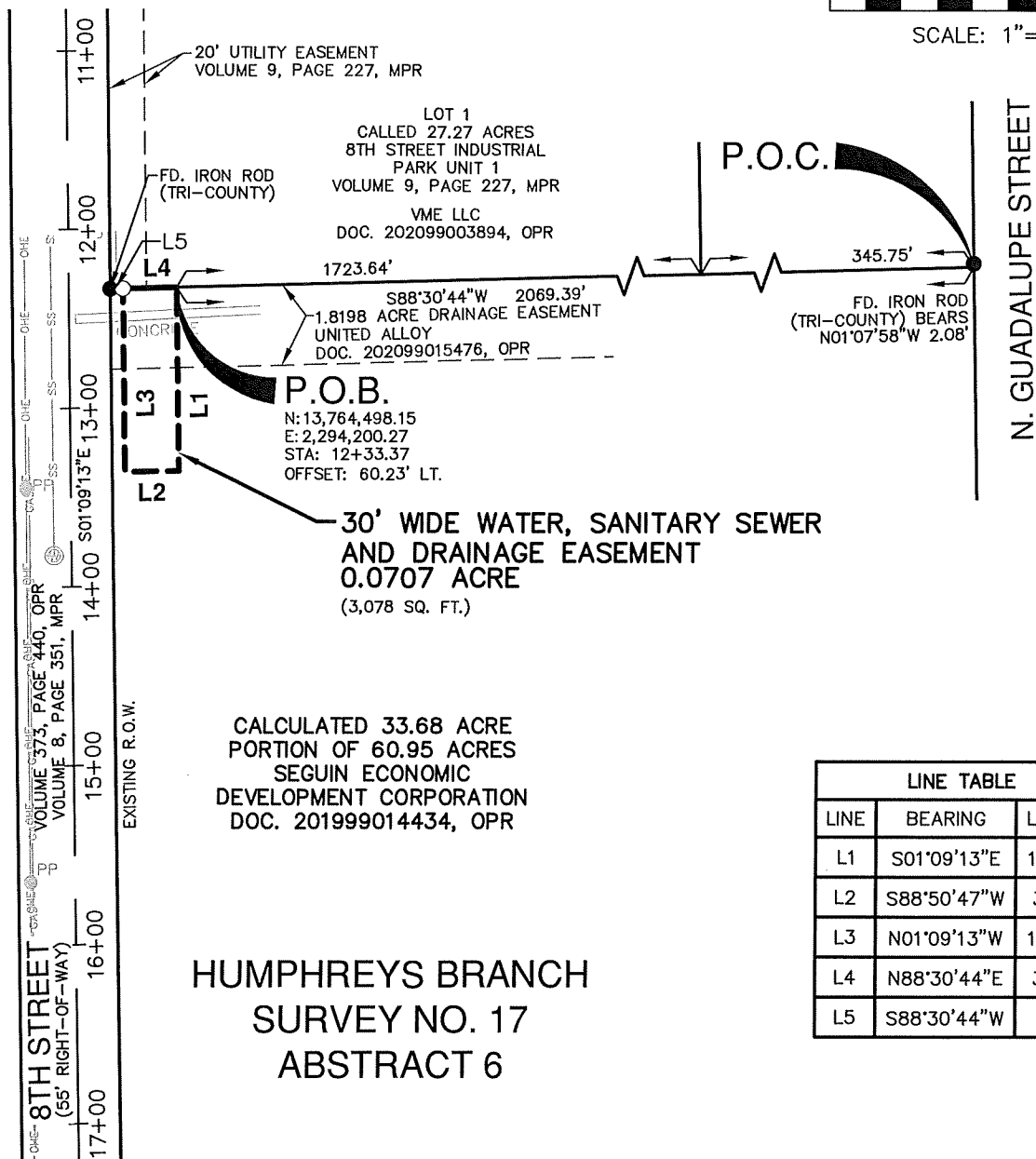
ANGELA M. WELLER
Registered Professional Land Surveyor No. 5981

PAPE-DAWSON ENGINEERS

SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
2000 NW LOOP 410 | SAN ANTONIO, TX 78213 | 210.375.9000
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800

30' WIDE WATER, SANITARY SEWER
AND DRAINAGE EASEMENT
8TH STREET
CITY OF SEGUIN

COUNTY	STATE	JOB NO.	SHEET NO.
GUADALUPE	TEXAS	12460-00	3 OF 4



LINE TABLE		
LINE	BEARING	LENGTH
L1	S01°09'13"E	102.68'
L2	S88°50'47"W	30.00'
L3	N01°09'13"W	102.50'
L4	N88°30'44"E	30.00'
L5	S88°30'44"W	7.00'

HUMPHREYS BRANCH SURVEY NO. 17 ABSTRACT 6

**PAPE-DAWSON
ENGINEERS**

SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
 2000 NW LOOP 410 | SAN ANTONIO, TX 78213 | 210.375.9000
 TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800

30' WIDE WATER, SANITARY SEWER
AND DRAINAGE EASEMENT
8TH STREET
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COUNTY	STATE	JOB NO.	SHEET NO.
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