

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

PERMANENT UTILITY EASEMENT

STATE OF TEXAS

www.wws

COUNTY OF GUADALUPE

DATE:

May 23rd, 2025

GRANTOR:

Seguin Independent School District, an independent school district and political subdivision of the State of Texas

GRANTOR'S MAILING ADDRESS:

1221 E. Kingsbury Street
Seguin, Texas 78155

GRANTEE:

City of Seguin, a Texas home rule municipal corporation

GRANTEE'S MAILING ADDRESS:

205 North River Street
Seguin, Texas 78155

CONSIDERATION: Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

EASEMENT PROPERTY: Being a variable width permanent utility easement containing 1.06-acres (46,056 square feet) of land in Guadalupe County, Texas, said location being more particularly described and depicted in **Exhibit A** and **Exhibit B**, respectively, attached hereto and incorporated herein for all purposes.

EASEMENT PURPOSE: GRANTOR grants, sells and conveys to GRANTEE, and its successors and assigns, a perpetual, non-exclusive, variable width easement under the Easement Property for the sole and exclusive purpose of the installation, construction, operation, maintenance, repair, upgrade and removal of two (2) water lines, , together with service connections, SCADA (Supervisory Control and Data Acquisition) connections, including fiber and communication lines and access to vault system that is visible and at grade, and all other necessary below-ground or at grade appurtenances thereto (collectively, the **“Utilities’ Facilities”**), together with the right of ingress and egress in, through, upon, over, under and across the Easement Property for the sole and exclusive purpose of constructing, reconstructing, inspecting, maintaining, and removing of the Utilities’ Facilities (collectively, the **“Easement”**) within the Easement Property; provided, however, such grant is being made and accepted subject to all, without limitation, encumbrances, regulations, restrictions, laws, statutes, ordinances, obligations or other matters that now or hereafter affect the Easement Property.

GRANTEE agrees to the following obligations:

(1) **Driveway Open Access Requirement:** GRANTEE agrees that GRANTEE will leave the GRANTOR's property's driveways open for free, uninterrupted and unfettered ingress/egress during business hours and other times associated with activities by GRANTOR and/or GRANTOR's occupants, permittees, tenants and invitees on GRANTOR's property.

(2) **Restoration:** Within 30 days after the GRANTEE has substantially completed construction of the utility facility, GRANTEE agrees, at its sole cost and expense, to restore the surface of the Easement Property to at least the same, if not better, condition as existed immediately prior to any such construction or performance of activities, including, without limitation, (i) removing all rock, gravel, caliche, or other materials foreign to the natural condition of the Easement Property that arise as a result of GRANTEE's activities, (ii) leveling and filling with top soil all holes, ruts, or other surface disturbances in such a manner as to restore the surface to the same natural contour of the surrounding property, (iii) cleaning the area so that all objects, materials, and/or structures foreign to the natural condition of the property are removed and eliminated, (iv) restoring all fences to at least the same, or better, condition as they were prior to GRANTEE's activities, and (v) repairing or replacing in good and workmanlike manner any underground or surface matters of any kind (e.g. pipelines, improvements, utilities) that become in need of repair and/or are damaged based on this agreement. GRANTEE will construct and maintain soil conservation devices on the Easement Property and adjacent portions of GRANTOR's property as may be reasonably required to prevent damage to the property from soil erosion resulting from operations of GRANTEE hereunder. Without limiting the generality of the foregoing, GRANTEE must mechanically compact all fill material to prevent any subsidence. To the extent there exists or hereafter arises any subsidence or erosion attributable to this agreement, the Utilities' Facilities or the rights granted to GRANTEE herein, GRANTEE has the ongoing obligation to refill with top soil, re-compact and re-grade all affected areas and take any further action necessary to return the surface to at least the same, if not better, condition than adjacent, undisturbed areas and prevent future subsidence or erosion within no more than 30 days after its discovery of same or upon being provided notice of same by a third party.

GRANTOR reserves the right to fully use and enjoy the Easement Property for any purpose, including, without limitation, (a) granting other easements and/or rights-of-way over, under, through and across the Easement Property and/or (b) constructing, maintaining, repairing and operating other pipelines, fences, roads, streets, alleys, sidewalks, underground communication conduits, electric transmission and distribution lines, telephone lines, gas, water, drainage and sewer pipelines, and other utilities, over, under, through, and across the Easement Property; provided, however, the Utilities' Facilities and rights of GRANTEE granted herein will not be materially and adversely interfered with, endangered, obstructed, or injured with GRANTOR's use thereof; provided, however, no building will be placed on said Easement Property and the right of way herein granted without the prior written approval of GRANTEE, such approval not to be unreasonably withheld, conditioned or delayed.

At all times that this agreement is in effect, GRANTEE must, at its sole cost and expense, exercise due care and diligence in the use of the rights and privileges granted herein and keep the

Utilities' Facilities in a safe and properly maintained condition. GRANTEE must promptly make all necessary or appropriate repairs and replacements of the Utilities' Facilities, and keep the Utilities' Facilities in good order, condition and repair in compliance with all applicable governmental and regulatory laws, orders, rules, regulations, standards, licensing, permitting, and/or other requirements.

GRANTOR grants to GRANTEE the right to remove from within said Easement Property and properly dispose of trees and parts thereof, or other obstructions, which does unreasonably interfere with GRANTEE's exercise of the rights granted hereunder; provided however, any tree or canopy thereof labeled as protected on Exhibit C attached hereto shall not be subject to disposal or removal under any circumstances whatsoever.

GRANTEE understands and agrees that the Easement Property shall not be used for staging or storage of materials. Furthermore, at all times during the term of this agreement, GRANTEE shall not interfere with the use and operation of the Easement Property by the GRANTOR, or such party's occupants, invitees, permittees, tenants, successors and/or assigns. GRANTEE understands and agrees that no barriers, impediments, or obstructions of any kind shall be erected, built, or placed on the Easement Property. During construction activities, GRANTEE, at its sole cost and expense, shall keep the Easement Property in a neat and clean condition, free and clear of trash, rubbish, loose dirt and construction materials.

GRANTEE shall maintain or cause the general contractor and the subcontractors to maintain customary liability and property damage insurance protecting GRANTOR from the risk involved in connection therewith with limits that are customary for such work, and cause GRANTOR to be added as an additional insured on any such insurance policies; provided, however, if GRANTEE elects to self-insure all of the required insurance coverages referenced above, then, prior to any such access or construction activities on or under this agreement, GRANTEE must provide to GRANTOR a self-insured letter evidencing GRANTEE's contractual agreement to insure GRANTOR and GRANTOR's property against damages to person or property. If GRANTEE does not elect to self-insure and/or as relates to the insurance required to be obtained by the general contractor and the subcontractors as required herein, all insurance must be written on an "occurrence" basis with a financially responsible company licensed to issue such insurance in the State of Texas. Prior to any access on GRANTOR's property, GRANTEE shall provide legally sufficient evidence that the insurance required herein is in full force and effect.

GRANTEE must bury all of the Utilities' Facilities to a sufficient depth so it will not interfere with any of the GRANTOR's activities on, under, across and over the Easement Property and/or GRANTOR's other property, with such depth being a minimum of 48 inches below the surface of the Easement Property, and ensure all trench backfill is performed in a manner that maintains the integrity of existing topsoil necessary for revegetation. GRANTEE may place line markers and appurtenances related to the line, including but not limited to manhole covers and valves as long as such items are flush and even with the surface of the Easement Property and are not vertical in any manner whatsoever.

If either party fails to perform, fulfill or observe any agreement herein to be performed, fulfilled or observed, with such failure continuing for fifteen (15) days after such party receives

written notice of same, then the non-defaulting party will be entitled to: (a) take reasonable actions to cure the default; (b) recover from the defaulting party the actual out-of-pocket costs and expenses incurred in curing the default, including, but not limited to, actual attorney's fees, court costs, deposition costs, travel and expert witnesses' fees; and/or (c) pursue any other applicable remedies under law, equity, contract, statute or otherwise. This agreement may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance with the conditions and requirements detailed herein. 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; 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. The failure of (or delay in taking any action by) any person entitled to enforce any of the terms of this agreement to enforce the same will in no event be deemed a waiver of the right to enforce these terms and conditions thereafter or consent to such default by said person. All rights, privileges and remedies afforded to any party under this agreement will be deemed cumulative and not exclusive, with the exercise of any remedy not being deemed to be a waiver of any other right, remedy, or privilege provided for herein or available at law, equity, contract, statute or otherwise, including the right to recover damages. All sums due to any party hereunder shall bear interest at the maximum lawful rate of interest, compounded annually, from the date after the applicable cure period for remedying such default has expired without the default being cured until paid.

Furthermore, GRANTEE acknowledges, stipulates and agrees that, to the fullest extent permitted by applicable law, (i) its obligations under this agreement are contractual in nature and (ii) it fully and generally waives, releases, disclaims and acquits any defenses to GRANTEE's exercise of its rights and remedies for GRANTEE's failure to comply with its obligations hereunder, including, without limitation, any immunity defense and/or GRANTOR's right to file suit against GRANTEE to enforce the same and mandatorily collecting any and all fees, costs, and expenses GRANTOR incurs (including, but not limited to, court costs, expert fees and attorney's fees) attributable to its enforcement of its rights hereunder.

Time is of the essence with respect to GRANTEE's obligations and requirements under this agreement.

If any provision of this agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term of this agreement, then the legality, validity, and enforceability of the remaining provisions of this agreement shall not be affected thereby, and in lieu of each such illegal, invalid or unenforceable provision there shall be added automatically as a part of this agreement a provision as close in meaning to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

This agreement and the rights and privileges granted hereby, may be assigned or conveyed by GRANTEE, its successors and permitted assigns, in whole or in part, or in undivided interests, vesting in such assignee any and all rights, interests, and estates so assigned and leaving in GRANTEE, its successors or permitted assigns, all rights, interests and estates not assigned but reserved, and the same may be owned, exercised or operated, either jointly or separately. In the event of an assignment of all or a portion of the rights granted under this agreement by GRANTEE,

all terms and provisions of this agreement shall be binding on any assignee and GRANTEE will still remain primarily liable for any activities or operations attributable to this agreement.

TO HAVE AND TO HOLD the Easement unto GRANTEE, its successors and assigns, until the use of the Easement by GRANTEE, its successors and assigns shall be permanently abandoned. GRANTOR does hereby bind itself and its successors and assigns to warrant and forever defend all and singular the Easement unto said GRANTEE, its 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.

This agreement is effective upon the signing of this document by both GRANTOR and GRANTEE.

[Signatures on following page]

WITNESS our hand this 23 day of May, 2025.

GRANTOR:

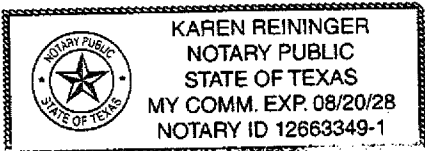
SEGUIN INDEPENDENT SCHOOL DISTRICT, an independent school district and political subdivision of the State of Texas

By: Elizabeth Oaks
Elizabeth Oaks, Chief Financial Officer

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF GUADALUPE §

This instrument was acknowledged before me on the 23 day of May, 2025 by Elizabeth Oaks, the Chief Financial Officer for Seguin Independent School District, an independent school district and political subdivision of the State of Texas.



Karen Reininger
Notary Public in and For
The State of Texas

My Commission expires: 8/20/28

EXHIBIT A

Easement Property - Legal Description

EXHIBIT A

Trihydro Corporation
1672 Independence Drive, Suite 315 * NEW BRAUNFELS, TX. 78130
PHONE (830) 626-3588
jhickman@trihydro.com
TBPELS Firm Registration #10194320

WATERLINE EASEMENT

BEING, a 1.06 acre (46,056 square feet) tract of land out of the J. D. Clements Survey, Abstract No. 11, Guadalupe County, Texas, and being a portion of a called 40.33 acre tract described in deed to Seguin Independent School District as recorded in Volume 448, Page 155, of the Deed Records, Guadalupe County, Texas (D.R.G.C.TX.), said easement being more particularly described as follows:

COMMENCING at a 1/2-inch iron rod found on the north right-of-way line of Highway 90 Alternate marking the southwest corner of said 40.33 acre tract same being the southeast corner of a called 2.320 acre tract described in deed to Chan and Kim Property, Inc. recorded in Document No. 202099019984 of the Official Public Records, Guadalupe County, Texas (O.P.R.G.C.TX.);

THENCE, North 05°14'15" West, a distance of 715.02 feet along the common line of said 40.33 acre tract and said 2.320 acre tract to a calculated point for the **POINT OF BEGINNING** of the herein described waterline easement;

THENCE, North 05°14'15" West, a distance of 28.42 feet to a point for corner being on the southeast right-of-way line of West Kingsbury Street, marking the northeast corner of said 2.320 acre tract and the northwest corner of said 40.33 acre tract;

THENCE, North 56°22'12" East, a distance of 123.67 feet along said southeast right-of-way line of West Kingsbury Street, same being the northwest line of said 40.33 acre tract to a calculated point;

THENCE, departing said southeast right-of-way line of West Kingsbury Street, over and across said 40.33 acre tract the following three (3) courses and distances:

1. South 78°47'24" East, a distance of 28.36 feet to a calculated point;
2. North 56°22'19" East, a distance of 1543.57 feet to a calculated point; and
3. North 01°12'02" West, a distance of 23.76 feet to a calculated point on said southeast right-of-way line of West Kingsbury Street and the northwest line of said 40.33 acre tract;

CONTINUED ON FOLLOWING PAGE


EXHIBIT A 1 OF 3	PREPARED FOR: 1.06 AC (46,056 SQ. FT.) WATERLINE EASEMENT OWNER: SEGUIN INDEPENDENT SCHOOL DISTRICT	CITY OF SEGUIN IH-10 AND FM 464 WATERLINE EXTENSION	DRAWN BY: PME	<div>PREPARED BY:</div> <div> New Braunfels Branch Office Texas Survey Firm 10194320 1672 Independence Dr., Ste 315 New Braunfels, Texas 78132 (P) 830/625.0337 (F) 830/626.3601</div>
			CHECKED BY: JMH	
			DATE: 7/17/2024	
			SCALE: NONE	
			FILE: SISD-40.33 AC	

EXHIBIT A

Trihydro Corporation
1672 Independence Drive, Suite 315 * NEW BRAUNFELS, TX. 78130
PHONE (830) 626-3588
jhickman@trihydro.com
TBPELS Firm Registration #10194320

THENCE, North 56°22'12" East, a distance of 29.62 feet along said southeast right-of-way line of West Kingsbury Street to a 1/2-inch iron rod found on said southeast right-of-way line of West Kingsbury Street marking the northeast corner of said 40.33 acre tract, same being the northwest corner of a called 5.964 acre tract (Tract 8) described in deed to Barbara Rush, Trustee, or Successor in Trust Under the Rush Living Trust recorded in Document No. 2017016110 O.P.R.G.C.TX., from which a TXDOT Type II monument found bears North 56°14'12" East, a distance of 365.19 feet;

THENCE, South 01°12'02" East, a distance of 53.31 feet departing said southeast right-of-way line of West Kingsbury Street along the common line of said 40.33 acre tract and said 5.964 acre tract to a calculated point;

THENCE, departing the common line of said 40.33 acre tract and said 5.964 acre tract, over and across said 40.33 acre tract the following seven (7) courses and distances:

1. South 56°22'12" West, a distance of 1567.66 feet to a calculated point;
2. North 78°47'24" West, a distance of 28.36 feet to a calculated point;
3. South 56°22'12" West, a distance of 24.60 feet to a calculated point;
4. South 04°55'06" East, a distance of 121.56 feet to a calculated point;
5. along a curve to the left, through a central angle of 89°56'21", having a radius of 19.76 feet, an arc distance of 31.02 feet, a chord bearing of South 40°48'59" West, a chord distance of 27.93 feet to a calculated point;
6. North 04°55'06" West, a distance of 130.10 feet to a calculated point; and
7. South 56°22'12" West, a distance of 79.46 feet to the **POINT OF BEGINNING**, being on the common line of said 40.33 acre tract and said 2.320 acre tract and containing 1.06 acre (46,056 square feet). The easement to include temporary construction easements as shown on exhibit attached hereto. The basis of bearing for this description is the Texas State Plane Coordinate System Grid, South Central Zone (FIPS 4204) (NAD'83). All distances are on the Grid and shown in U.S. Survey feet.



John Mark Hickman, RPLS 7001
Job No.: 90G-001-001
Date: 7/17/2024




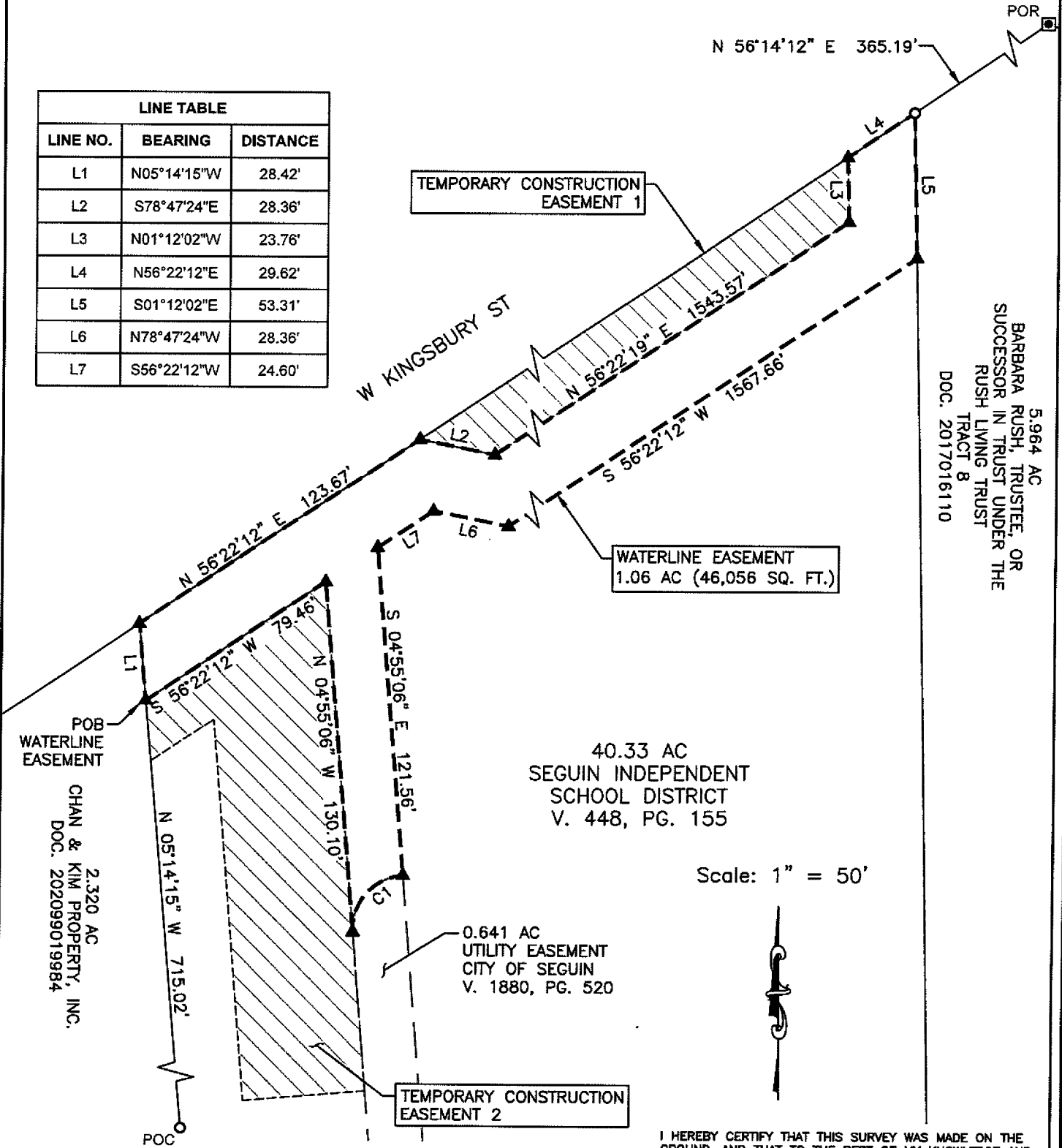
EXHIBIT A 2 OF 3	PREPARED FOR: 1.06 AC (46,056 SQ. FT.) WATERLINE EASEMENT OWNER: SEGUIN INDEPENDENT SCHOOL DISTRICT	CITY OF SEGUIN IH-10 AND FM 464 WATERLINE EXTENSION	DRAWN BY: PME	<div>PREPARED BY:</div> <div> New Braunfels Branch Office Texas Survey Firm: 10184320 1672 Independence Dr., Ste 315 New Braunfels, Texas 78132 (P) 830/625.0337 (F) 830/626.3601</div>
			CHECKED BY: JMH	
			DATE: 7/17/2024	
			SCALE: NONE	
			FILE: SISD-40.33 AC	

EXHIBIT B

Easement Property - Depiction

CURVE TABLE					
CURVE NO.	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	31.02'	19.76'	89°56'21"	S40°48'59"W	27.93'

LINE TABLE		
LINE NO.	BEARING	DISTANCE
L1	N05°14'15"W	28.42'
L2	S78°47'24"E	28.36'
L3	N01°12'02"W	23.76'
L4	N56°22'12"E	29.62'
L5	S01°12'02"E	53.31'
L6	N78°47'24"W	28.36'
L7	S56°22'12"W	24.60'



LEGEND:

- 1/2" IRON ROD FOUND
- ◻ MONUMENT FOUND
- POB POINT OF BEGINNING
- POC POINT OF COMMENCING
- POR POINT OF REFERENCE
- PROPERTY LINE
- - - PERMANENT EASEMENT
- TEMPORARY CONSTRUCTION EASEMENT



I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND, AND THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THIS PLAT CORRECTLY REPRESENTS THE FACTS FOUND AT THE TIME OF THIS SURVEY AND THAT THERE ARE NO VISIBLE EASEMENTS OR ENCROACHMENTS OF BUILDINGS ON ADJOINING PROPERTY AND THAT ALL BUILDINGS ARE WHOLLY LOCATED ON THIS PROPERTY EXCEPT AS SHOWN ABOVE.

John Mark Hickman

JOHN MARK HICKMAN
REGISTERED PROFESSIONAL LAND SURVEYOR
7001
TEXAS REGISTRATION NO.
JOB # SISD-40.33 AC
DATE: 7/17/24


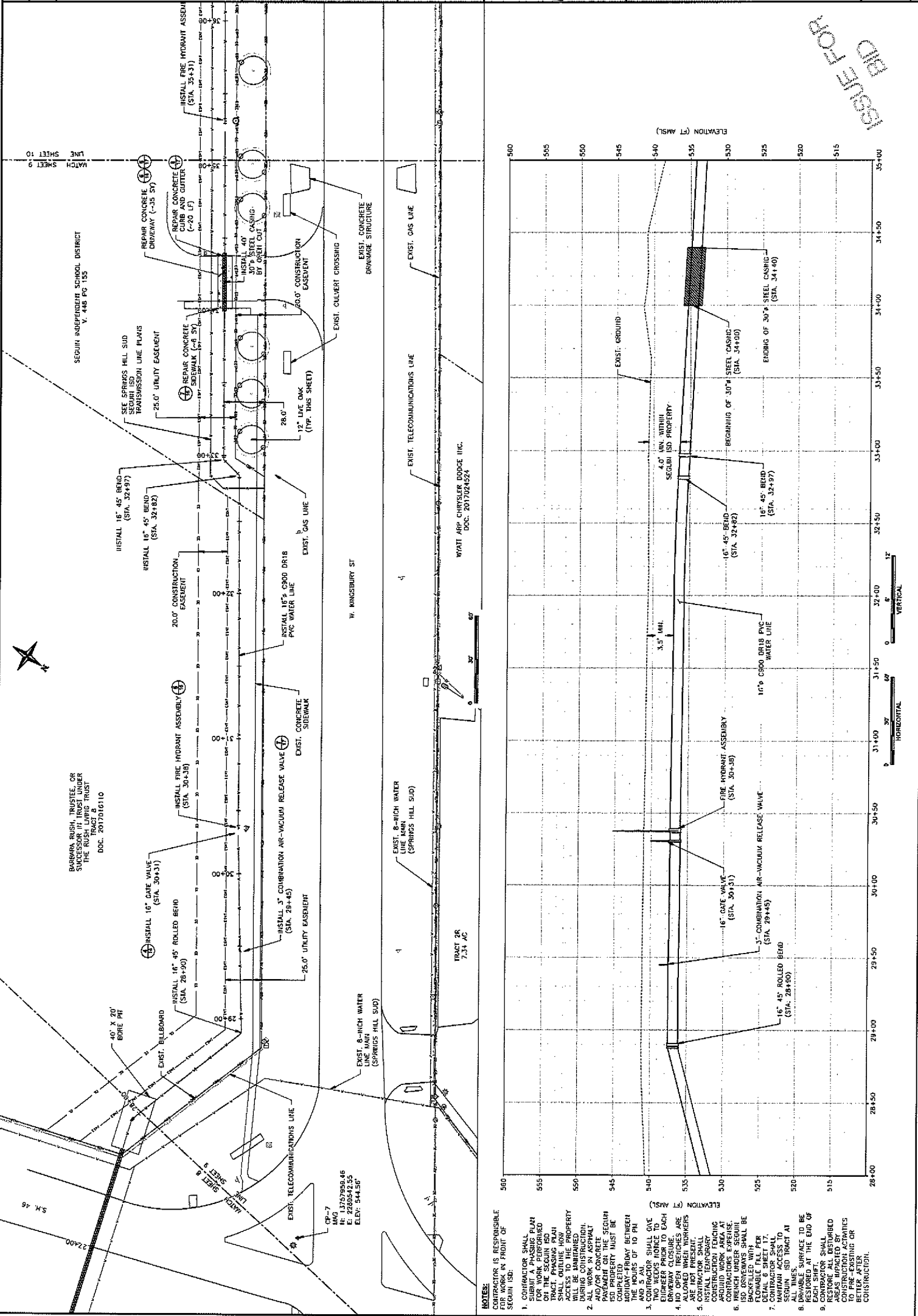
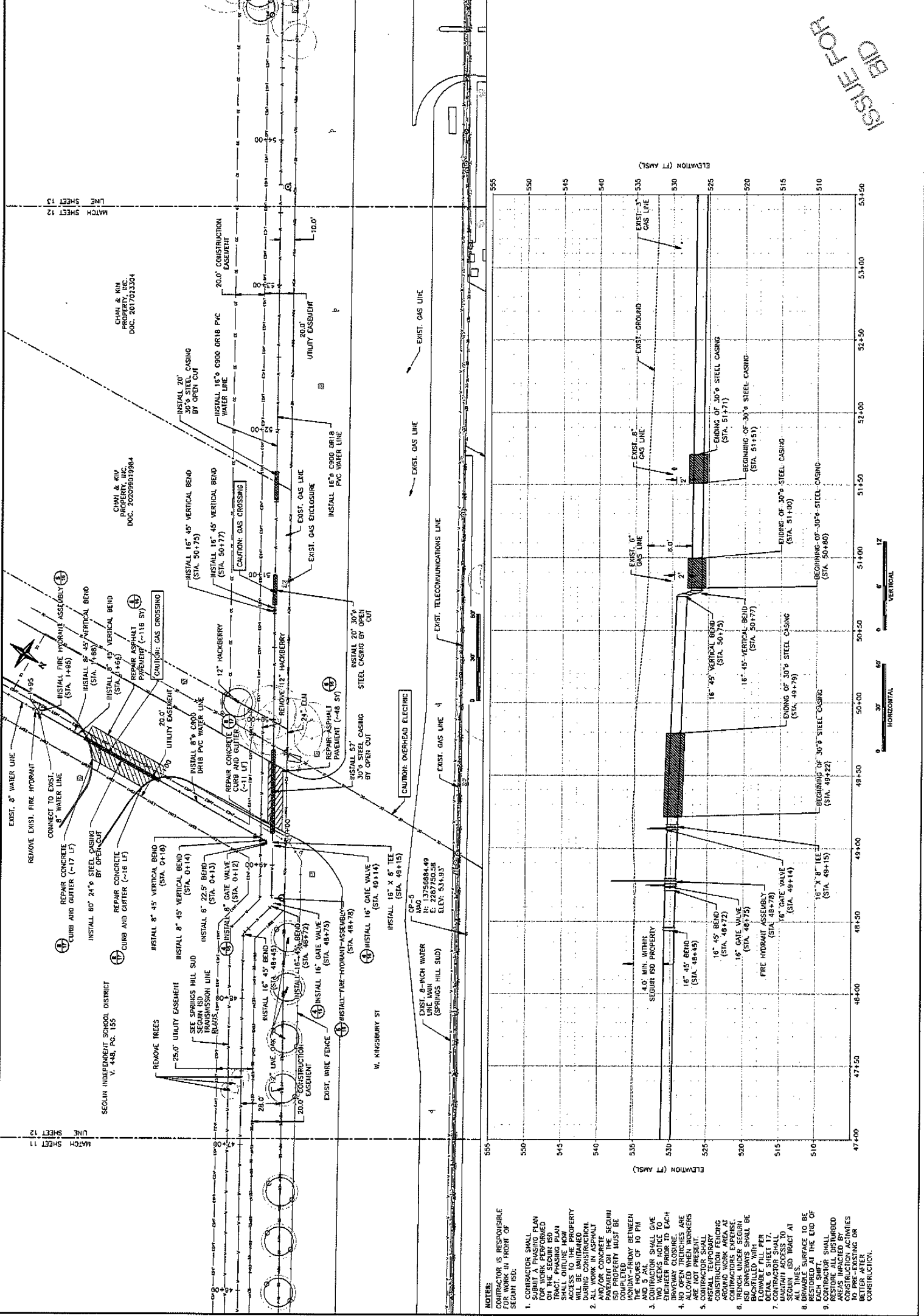
EXHIBIT A 3 OF 3	PREPARED FOR:		DRAWN BY: PME	PREPARED BY:  Tribhydro 888-60-5279 New Braunfels Branch Office Texas Survey Firm 10194320 1672 Independence Dr., Ste 315 New Braunfels, Texas 78132 (P) 830/625.8337 (F) 830/626.3601
	1.06 AC (46,056 SQ. FT.) WATERLINE EASEMENT OWNER: SEGUIN INDEPENDENT SCHOOL DISTRICT	CITY OF SEGUIN IH-10 AND FM 464 WATERLINE EXTENSION	CHECKED BY: JMH	
			DATE: 7/17/2024	
			SCALE: AS SHOWN	
			FILE: SISD-40.33 AC	

EXHIBIT C

Construction Plan and Tree Survey





This page has been added by the submitter for the Guadalupe County Clerk's office to comply with the statutory requirement that the recording information shall be placed at the foot of the record.

202599012775

I certify this instrument was ELECTRONICALLY FILED
and RECORDED in the OFFICIAL PUBLIC RECORDS
of Guadalupe County, Texas on
05/23/2025 03:22:55 PM PAGES: 17 VICTORIA
TERESA KIEL, COUNTY CLERK



Teresa Kiel