

AFTER RECORDING RETURN TO:

City of Angleton
City Secretary
121 S. Velasco St.
Angleton, Texas 77534

NON-EXCLUSIVE, PERPETUAL SIDEWALK EASEMENT AGREEMENT

THIS NON-EXCLUSIVE PERPETUAL SIDEWALK EASEMENT AGREEMENT (the “Agreement”) is made this _____ day of _____, 2022 (the “Effective Date”) by and between **Robert R. Jones (hereinafter referred to as “Grantor”)** and the City of Angleton, Texas, a municipal corporation in the State of Texas (**hereinafter referred to as “Grantee”**). The Grantor and the Grantee may be referred to, singularly, as each a “Party,” and may be referred to, collectively, as the “Parties.”

WITNESSETH:

WHEREAS, Grantor is the owner of those certain tracts or parcels of land lying and being in Brazoria County, Texas, being more particularly described in *Exhibit A*, attached and incorporated hereto and made a part hereof by this reference (hereinafter referred to as the “Property”); and

WHEREAS, Grantor wishes for Grantee to remove, maintain, and repair the sidewalk which crosses the Property, a portion of which now requires replacement due to the natural growth of certain trees that both the Grantor and Grantee wish to preserve; and

WHEREAS, Grantor wishes to grant to Grantee a five-foot (5’) easement for the removal, maintenance, repair, and possible relocation of the sidewalk; and

WHEREAS, Grantor and Grantee desire to establish the easement and rights and obligations benefiting and burdening the easement and the Property, as hereinafter provided.

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00), the premises, the mutual benefits to be derived by the provisions of this Agreement, and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged by the parties hereto, Grantor and Grantee do hereby covenant and agree as follows:

1. **Benefited Parties; Binding Effect.** The rights, easements, and obligations established in this Agreement shall run with the land, be for the benefit of the parties, and shall be binding upon the Property.
2. **Sidewalk Easement.** Grantor does hereby grant and convey, and by these presents does hereby grant and convey, unto Grantee and its successors, for the benefit of and as an appurtenance to the Property, a non-exclusive, perpetual easement, five-foot (5’) in width, in, on, over, across, through, and under the Property to remove, place, construct, build, operate, maintain, use, repair, relocate, and replace the existing sidewalk in, under, over, or across the Property (the “Sidewalk Easement”) and together with all rights and privileges necessary or convenient for the Grantee’s full enjoyment and use thereof for the above-mentioned purposes, including but not limited to the right of ingress and egress over and across the Property for the purpose of exercising the easement rights herein granted, subject to the terms and provisions hereinafter set forth. Grantee and its successor shall use the Sidewalk Easement only to remove, place, construct, build, operate, maintain, use, repair,

relocate, and replace the sidewalk in, under, over, or across the Property, as that sidewalk currently exists and hereafter exists in the future. Grantee, and its successors, has the right to remove, place, construct, build, operate, maintain, use, repair, relocate, and replace the existing sidewalk in, under, over, or across any portion of the Sidewalk Easement. All matters concerning the configuration, construction, installation, maintenance, replacement, and removal of the existing sidewalk are at Grantee's sole discretion, subject to performance of Grantee's obligations under this agreement and Grantee's compliance with all applicable laws and matters of record.

Except as set forth herein, Grantee has the right to eliminate any encroachments into or obstructions of the Sidewalk Easement as provided herein which would unreasonably interfere with Grantee's use thereof upon giving Grantor ten (10) days' written notice, unless an event occurs that, in the sole discretion of the Grantee, presents a danger to life, health, safety, welfare, or property, in which case Grantee may act without prior notice to the Grantor. Notwithstanding the foregoing, the Grantee shall not remove any driveway, road, parking lot, pipelines, utilities, or any other improvements, whether now or hereafter existing, nor shall same qualify as an encroachment or obstruction for the purpose of this Agreement.

Grantee shall, to the extent reasonably possible, remove, place, construct, build, operate, maintain, use, repair, relocate, or replace the existing sidewalk in a manner that will allow Grantor to utilize the Property to the fullest extent possible, and Grantee shall install, construct, and maintain, or cause the installation, construction, or maintenance of such sidewalk so as to minimize impact on the Property.

3. **Manner of Performing Work.** Whenever a party shall perform any construction, maintenance, repairs, or replacements in the Sidewalk Easement granted by this Agreement or as otherwise permitted herein, such work shall be done expeditiously and in a good and workmanlike manner and in accordance with all applicable laws, codes, rules, statutes, and regulations of governmental authorities having jurisdiction thereof. Such work shall be carried out in such manner so as to cause the least amount of disruption to any business operations being conducted on the surrounding land as is reasonably practicable. Any damage caused to Property due to exercise of the rights granted by this Agreement shall be repaired and returned to their prior condition by the Party causing such damage.
4. **Extent of Liability.** Notwithstanding any other provision contained in this Agreement to the contrary, Grantor and Grantee hereby expressly agree that the obligations and liability of each Party shall be limited solely to such Party's interest in this Agreement, as such interest is constituted from time-to-time. Grantor and Grantee agree that any claim against a party hereto shall be confined to and satisfied only out of, and only to the extent of, such party's interest in this Agreement, as such interest is constituted from time-to-time. Nothing contained in this paragraph shall limit or affect any right that any party might otherwise have to seek or to obtain injunctive relief or to specifically enforce the rights and agreements herein set forth, provided that such injunctive relief or specific performance does not involve the payment of money from a source other than such party's interest in this Agreement, as such interest may be constituted from time-to-time.
5. **Notices.** All notices required or permitted to be given under this Agreement shall be in writing and shall be deemed given and received three (3) days after deposit in the United States mail, certified mail, postage prepaid, and return receipt requested, addressed to a party's address of record.
6. **Duration.** The provisions of Sections 2 and 3 of this Agreement shall run with and bind the land described herein and shall be and remain in effect perpetually to the extent permitted by law. All rights and obligations granted herein shall also be deemed granted to each Party's successors,

assigns, and tenants/lessees. Other provisions of this Agreement are perpetual except as may be specifically limited in time as stated therein.

7. **Miscellaneous.** This Agreement shall be governed in accordance with the laws of the State of Texas. The paragraph headings in this Agreement are for convenience only, shall in no way define or limit the scope or content of this Agreement, and shall not be considered in any construction or interpretation of this Agreement or any part hereof. Nothing in this Agreement shall be construed to make the Parties hereto partners or joint venturers. No party hereto shall be obligated to take any action to enforce the terms of this Agreement or to exercise any easement, right, power, privilege, or remedy granted, created, conferred, or established hereunder. This Agreement may be amended, modified, or terminated only in writing, executed and acknowledged by all Parties to this Agreement or their respective successors or assigns, and only with the prior written consent of the then current tenant of the Property. Time is of the essence in this Agreement.

IN WITNESS WHEREOF, GRANTOR and GRANTEE have set their hands and seals as of the day, month, and year first above written.

GRANTOR

ROBERT R. JONES

By: _____

Name: _____

Title: _____

GRANTEE

THE CITY OF ANGLETON, TEXAS

By: _____

Name: _____

Title: _____

STATE OF TEXAS

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BRAZORIA COUNTY

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Personally appeared on this _____ day of _____ 2022, **ROBERT R. JONES**, who, being duly sworn, did acknowledged the foregoing instrument to be a voluntary act and deed.

[PLACE SEAL BELOW]

Notary Public, State of Texas

STATE OF TEXAS

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BRAZORIA COUNTY

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Before me, the undersigned authority, on this day personally appeared **JASON PEREZ**, who acknowledged to me that he executed the above and foregoing document in his capacity as **Mayor for and on behalf of the City of Angleton, Texas**.

Given under my hand and seal of office this, the _____ day of _____ 2022.

[PLACE SEAL]

Notary Public in and for the State of Texas

EXHIBIT A

Description of Property

Physical Address: 501 E. Mulberry Street, Angleton, Brazoria County, Texas 77515

Legal Description: Lots 13, 14, 15, and 16, Block 88, Moore & Miller Addition to the City of Angleton, Brazoria County, Texas, according to map or plat thereof recorded in the office of the County Clerk of Brazoria County, Texas.