

COPY

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EASEMENT AGREEMENT

377 / 949

THE STATE OF TEXAS §

COUNTY OF MATAGORDA §

1. GRANT OF EASEMENT

That Maurice Ashcraft, hereinafter called Grantor, for and in consideration of TEN DOLLARS (\$10) and other good and valuable consideration paid by the CITY OF BAY CITY, hereinafter called Grantee, does hereby GRANT, SELL, and CONVEY to Grantee an easement and right-of-way across the tract of land/s described in the attached Exhibits "A" and "B", attached hereto and incorporated herein by reference for all intents and purposes. It is also granted to grantee herein a temporary construction easement across the tract of land/s described in the attached Exhibits "A" and "B".

2. LOCATION OF EASEMENT

The easement and right-of-way hereby conveyed shall be a 10-foot easement upon and across the tract listed above, and said easement is more particularly described in the attached exhibits "A" and "B". The temporary construction easement hereby conveyed is upon and across the tract listed above, and said temporary construction easement is more particularly described in the attached exhibit "B".

3. *PURPOSE OF EASEMENT*

The right-of-way, easement, temporary construction easement, rights and privileges herein granted shall be used for the purpose of a utility easement, including, but not limited to the placing, construction, operating, repairing, maintaining, rebuilding or replacing, relocating and removing a pipeline and/or pipelines.

4. *DURATION OF EASEMENT*

The easement rights and privileges granted herein shall be perpetual. Grantors hereby bind themselves, their heirs, legal representatives, successors and assigns to warrant and forever defend the above-described easement and right-of-way to Grantee, its successors and assigns, against every person, whomsoever claiming or to claim the same or any part hereof.

5. *EXCLUSIVENESS OF EASEMENT*

The easement, rights, and privileges granted herein are exclusive, and Grantor covenants that he will not convey any other easement or conflicting rights within the area covered by this grant.

6. *ENCROACHMENTS*

Grantee shall have the right to cut and trim trees or shrubbery which shall encroach upon the easement area herein conveyed, and Grantee shall dispose all cuttings and trimmings. Additionally, Grantee shall have the right and power to remove any obstruction of whatever nature which may encroach on or be upon the easement areas.

7. *EXCEPTIONS*

This conveyance is made and accepted subject to the following matters, to the extent same are in effect at this time: Any and all restrictions, covenants, conditions and easements,

if any, relating to the property described in the attached Exhibits "A" and "B", but only to the extent they are still in effect, shown of record in the County and State mentioned in Exhibits "A" and "B", and to all zoning laws, regulations and ordinances of municipal and/or other governmental authorities, if any, but only to the extent that they are still in effect, relating to the property described in Exhibits "A" and "B".

8. *ENTIRE AGREEMENT*

This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representation or modifications concerning this instrument shall be of no force and effect excepting for a subsequent modification in writing signed by the party to be charged.

9. *ATTORNEY FEES*

In the event of any controversy, claim or dispute relating to this instrument or a breach hereof, the prevailing party shall recover from the losing party reasonable expenses, attorney fees, and costs.

10. *BINDING EFFECT*

This agreement shall bind inure for the benefit of the respective parties, their personal representatives, successors, and assigns.

IN WITNESS WHEREOF, this instrument is executed this 9th day of July, 1993.

Maurice Ashcraft
(signature)

Maurice Ashcraft
(typed or printed name)

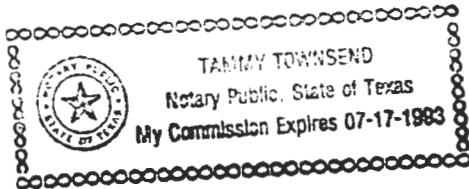
THE STATE OF Texas

COUNTY OF Matagorda

§
§
§

3771 952

This instrument was acknowledged before me on the 9th day of July, 1993, by Maurice Ashcraft.



Tammy Townsend
Notary Public, State of Texas

Typed or Printed Name of Notary

Tammy ^{TJ} Townsend
Commission Expires: 7-17-93

CHARLIE KALKOMEY SURVEYING, INC.

1815 MONS AVENUE
ROSENBERG, TEXAS 77471
(713) 342-2033

CHARLIE KALKOMEY
REGISTERED PROFESSIONAL LAND SURVEYOR

377/ 953

CHARLES A. KALKOMEY
REGISTERED PROFESSIONAL LAND SURVEYOR

(8)

FIELD NOTES FOR A 10-FOOT WIDE PARCEL OF LAND OVER THROUGH AND ACROSS THE E.J. ASHCRAFT CALLED 4.00 ACRE TRACT (VOLUME 97, PAGE 157, DEED RECORDS) OUT OF LOT 6 OF THE O'CONNELL SUBDIVISION (VOLUME 19, PAGE 179, DEED RECORDS) IN THE I. & G.N. RAILROAD COMPANY SURVEY, NUMBER 4, BLOCK 3, ABSTRACT 274, CITY OF BAY CITY, MATAGORDA COUNTY, TEXAS.

BEGINNING at a 1/2-inch Iron Pipe set at the Northwest corner of the aforementioned 4.00 Acre Tract for the Northwest corner and Place of Beginning of the herein described parcel of land, same being the Northeast corner of an adjoining 0.598 Acre Tract, being of record in Volume 654, Page 789, Deed Records, Matagorda County, Texas;

THENCE North 57 degrees 27 minutes 20 seconds East along the South right-of-way line of State Highway 35, 496.15 feet to a 1/2-inch Iron Pipe set on said line at the Northeast corner of said Called 4.00 Acre Tract for the Northeast corner of the herein described parcel of land, same being the Northwest corner of the adjoining Called 2.00 Acre Tract, being of record in Volume 443, Page 17, Deed Records, Matagorda County, Texas;

THENCE South 17 degrees 20 minutes 05 seconds East along the common line of the herein described parcel of land and the aforementioned adjoining Called 2.00 Acre Tract, 10.36 feet to a 1/2-inch Iron Pipe set on said line for the Southeast corner of the herein described parcel of land;

THENCE South 57 degrees 27 minutes 20 seconds West, 10.00 foot from and parallel to the South right-of-way line of State Highway 35, 496.10 feet to a 1/2-inch Iron Pipe set on the West line of the said Called 4.00 Acre Tract for the Southwest corner of the herein described parcel of land, same being on the East line of the aforementioned adjoining 0.598 Acre Tract;

THENCE North 17 degrees 36 minutes 13 seconds West along the common line of the herein described parcel of land and the aforementioned adjoining 0.598 Acre Tract, 10.35 feet to the Place of BEGINNING and containing 0.01138 acres of land, more or less.



0332-02-MA/46

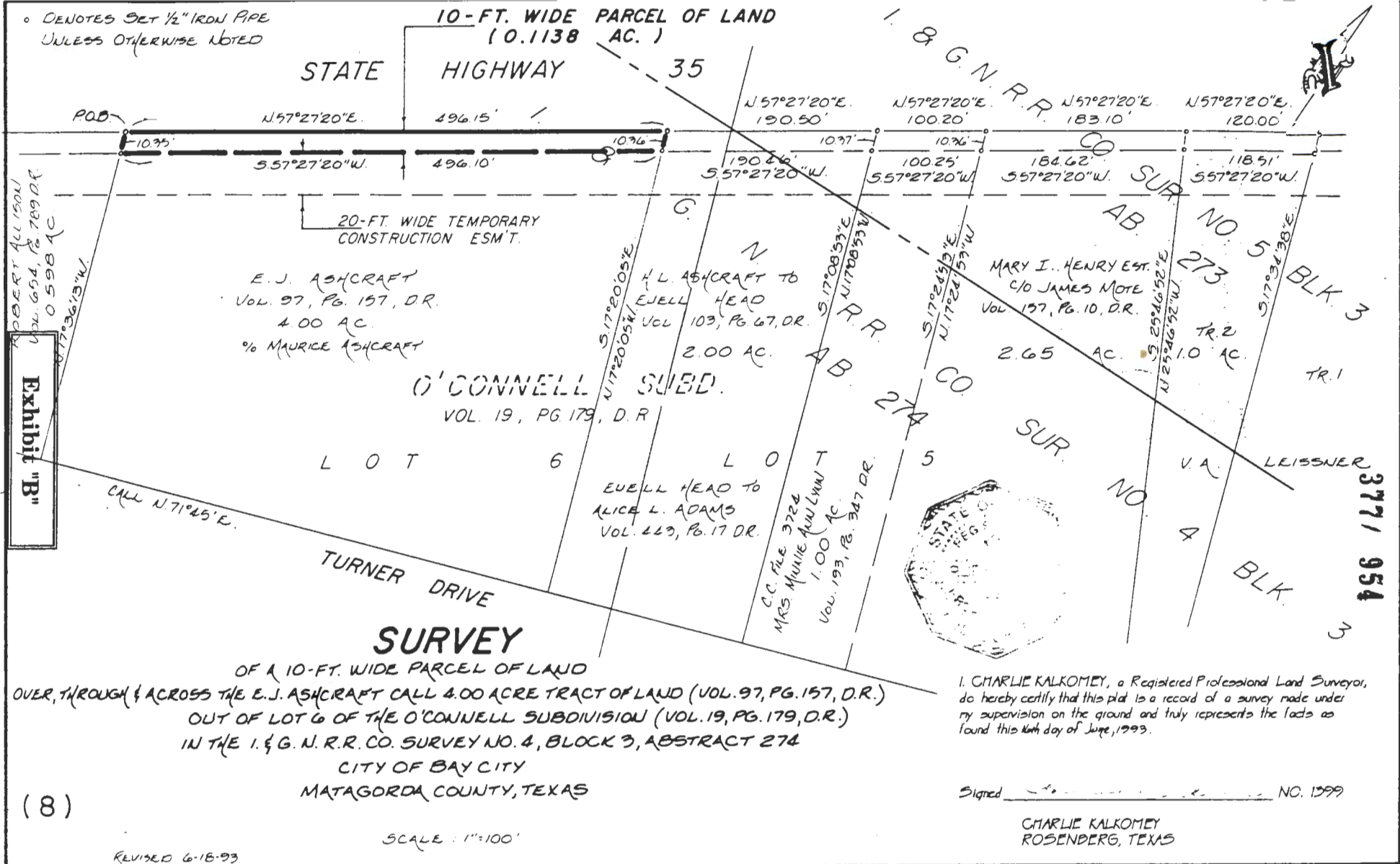
Charles Kalkomey

Charlie Kalkomey, RPLS
Texas Registration No. 1399
June 14, 1993

Job No. 0332-02-MA

Exhibit "A"

1. 8 G. N. R. R. N 57° 27' 20" E. N 57° 27' 20" E. N 57° 27' 20" E.



377/ 955

FILED

'94 APR 26 10:05

Louis Vaughn
COUNTY CLERK
MATAGORDA COUNTY, TEXAS

STATE OF TEXAS COUNTY OF MATAGORDA
I hereby certify that this instrument was FILED in File Number
Sequence on the date and at the time stamped hereon by me,
and was duly RECORDED in the OFFICIAL RECORDS of
Matagorda County, Texas on



APR 26 1994

Louis Vaughn
COUNTY CLERK, Matagorda County, Texas

City of Bang City

RELEASE OF CLAIM

THE STATE OF TEXAS §

COUNTY OF MATAGORDA §

The undersigned, in consideration of the payment by the City of Bay City of TEN DOLLARS (\$10), and in further consideration of the execution by Maurice Ashcraft releasor, of an easement to the City of Bay City, said easement being attached hereto and incorporated herein by reference for all intents and purposes, voluntarily and knowingly execute this release with the express intention of affecting the extinguishment of obligations designated in this release.

The undersigned with the intention of binding the undersigned, the undersigned's heirs, executives, administrators, and assigns, expressly releases and discharges the City of Bay City and the City of Bay City's successors and assigns, from all claims, demands, actions, judgments, and executions, which the undersigned ever had, or now has or may have, which the undersigned's heirs, executors, administrators, or assigns may have or may claim to have against the City of Bay City, its employees, agents, and/or representatives, or the City of Bay City's successors or assigns, created by or arising out of the use, development, and/or construction within the easement, attached hereto and incorporated herein by reference for all intents and purposes, which the Releasor has executed in favor of the City of Bay City. This Release expressly covers any and all damages known or unknown, to real or personal property, caused or arising out of the City of Bay City's use and construction over that property owned by Releasor and which is more particularly described in the easement attached hereto and incorporated herein by reference for all intents and purposes.

I acknowledge that no additional consideration will be paid by the City of Bay City to the undersigned for the easement granted except for the one (1) four inch sewer tap, provided by the City of Bay City at no charge, to the tract of land described in Exhibits "A" and "B", attached hereto and incorporated herein by reference for all intents and purposes.

I further acknowledge that no additional considerations will be paid by the City of Bay City to the undersigned for the easement granted for any and all damages which may result from the use of the City of Bay City of the easement property for the purposes intended.

This Release covers damages to any real and/or personal property, including trees and structures, which may be affected by the easement hereby granted to the City of Bay City by Releasor.

I, the undersigned, have read this release and understand all its terms. I execute it voluntarily and with full knowledge of its significance.

Dated this 9 day of JULY, 1993.

Maurice Ashcraft
(signature)

Maurice Ashcraft
(typed or printed name)

APPROVED AS TO
SUBSTANCE AND FORM

B. Allen Cumbe
B. Allen Cumbe, City Attorney

• DENOTES SET 1/2" IRON PIPE
UNLESS OTHERWISE NOTED

