

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL 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.

EMERGENCY ACCESS EASEMENT

STATE OF TEXAS)
)
COUNTY OF TARRANT) KNOW ALL MEN BY THESE PRESENTS:

THIS EMERGENCY ACCESS EASEMENT AGREEMENT (this "Agreement") is made and entered into as of _____, by and between IAM Properties-Burleson, LLC, a Texas limited liability company whose address is 813 N Burleson Blvd., Burleson, TX 76028 ("**Grantor**") and the City of Burleson, whose address is 141 W Renfro Street, Burleson, TX 76028, Attn: City of Burleson's Secretary ("**Grantee**"); Grantor and Grantee hereinafter referred to collectively as the "**Parties**"), for the consideration and purposes set forth herein.

WHEREAS, Grantor is the owner of that certain three (3) tracts of real property: Lot 2 Block 1 South Freeway Industrial Park, Burleson, TX, Lot 3 Block 1 South Freeway Industrial Park, Burleson, TX, Lot 4, Block 1 South Freeway Industrial Park, Burleson, TX, more particularly described on **Exhibit "A"** attached hereto, and

WHEREAS, Grantee desires to obtain from Grantor, and Grantor has agreed to provide an emergency access easement to Grantee for vehicular and pedestrian access to and from, upon and over 0.114 acres or 4,954 SQ. FT. (collectively referred to as the "**Emergency Access Easement**") as more particularly described on **Exhibit "A"**.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Grant of Access Easement.** Grantor hereby grants to Grantee and its successors and assigns the non-exclusive vehicular and pedestrian access over, upon, and across the Emergency Access Easement, for the purpose of providing ingress, egress and access to and from for emergency purposes, to include but not limited to, fire or medical emergencies. Grantee and its employees, independent contractors, consultants, tenants, agents, licensees and invitees may use the Emergency Access Easement for emergency purposes. Grantor covenants and agrees that Grantee

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shall have all rights and benefits necessary or convenient for the full enjoyment or use of Emergency Access Easement including, without limitation, the free right to remove from said Emergency Access Easement, any fences, buildings or other obstructions as may now be found upon said Emergency Access Easement. Grantor shall not construct or permit to be constructed any houses, structures, lakes, ponds, dams or other obstructions upon the Easement which would interfere with Grantee's exercise and use of the Emergency Access Easement. Grantee shall have the right from time to time to cut and keep clear trees, undergrowth and other obstructions on the Emergency Access Easement that may endanger or interfere with Grantee's use or ability to use the Emergency Access Easement.

2. Maintenance. Grantor expressly acknowledges that Grantee shall not bear any responsibility or liability for the maintenance or repair of the Emergency Access Easement.

3. Miscellaneous.

a. Entire Agreement. Notwithstanding any terms, provisions or conditions of any other documents or instruments to the contrary, this Agreement constitutes the entire agreement among the Parties hereto as to the subject matter hereof, and the Parties do not rely upon any statement, promise or representation not herein expressed.

b. Amendments. Neither this Agreement nor any term hereof may be changed, waived, discharged or terminated except by an agreement in writing signed by the Parties hereto.

c. Governing Law. This Agreement shall be deemed to be a contract under the laws of the State of Texas which is performable in Tarrant County, Texas, and for all purposes shall be construed and enforced in accordance with and governed by the laws of the State of Texas.

d. Counterparts. To facilitate execution, this Agreement may be executed in any number of counterparts as may be convenient or necessary, and it shall not be necessary that the signatures of all parties hereto be contained on any one counterpart hereof.

e. Binding on Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns and shall be deemed to be a covenant running with the land.

f. No Partnership. Nothing contained herein shall be construed to create a partnership between or among the Parties, nor shall it cause them to be considered joint venturers or members of any joint enterprise. In addition, this Agreement is not intended to create any third-party beneficiary except as otherwise provided.

g. Notices. Any notice hereunder must be in writing, and shall be effective when deposited in the United States Mail, Certified (Return Receipt Requested), or with a recognized

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overnight courier service, addressed to the parties as set forth below (or as may be designated from time to time as provided in this Section 3.g), or when actually received by the party to be notified:

To Grantor: IAM Properties-Burleson, LLC
 813 N. Burleson Blvd.
 Burleson, TX 76028

To Grantee: City of Burleson
 141 W Renfro Street
 Burleson, TX 76028
 Attention: City Secretary

(Signatures & Acknowledgements to Follow)

EXECUTED to be effective as of the date first written above.

GRANTOR:

By: IAM Properties-Burleson, LLC

Name: _____

Title: _____

STATE OF TEXAS

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COUNTY OF TARRANT

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This instrument was acknowledged before me on this the _____ day of _____, 20____, by _____, _____ of IAM Properties-Burleson, LLC, a Texas limited liability company on behalf of said limited liability company.

Notary Public, State of Texas

EXECUTED to be effective as of the date first written above.

GRANTEE:

By: City of Burleson

Name: _____

Title: _____

STATE OF TEXAS

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COUNTY OF TARRANT

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This instrument was acknowledged before me on this the ____ day of _____, 20__, by _____, on behalf of the City of Burleson.

Notary Public, State of Texas

APPROVED AS TO FORM:

Allen Taylor, City Attorney

Exhibit "A" – Description of Emergency Access Easement

EXHIBIT "A"

Description of Emergency Access Easement



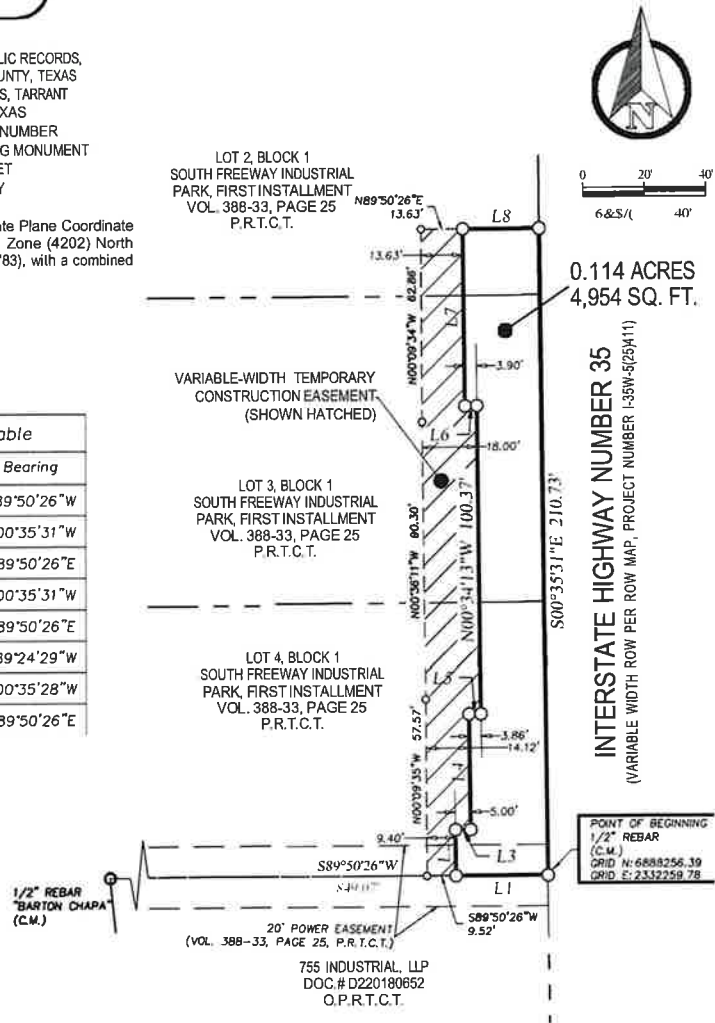
LEGEND OF ABBREVIATIONS

- O.P.R.T.C.T. OFFICIAL PUBLIC RECORDS, TARRANT COUNTY, TEXAS
- P.R.C.C.T. PLAT RECORDS, TARRANT COUNTY, TEXAS
- DOC.# DOCUMENT NUMBER
- C.M. CONTROLLING MONUMENT
- SQ. FT. SQUARE FEET
- ROW RIGHT OF WAY

NOTE:

Bearings are based on the State Plane Coordinate System, Texas North Central Zone (4202) North American Datum of 1983 (NAD '83), with a combined scale factor of 1.00012.

Line Data Table		
Line #	Distance	Bearing
L1	30.00'	S89°50'26"W
L2	15.00'	N00°35'31"W
L3	5.00'	N89°50'26"E
L4	37.66'	N00°35'31"W
L5	3.86'	N89°50'26"E
L6	3.90'	S89°24'29"W
L7	57.73'	N00°35'28"W
L8	25.00'	N89°50'26"E



Z:\Project Data\Survey\900 - INDIVIDUALS\2022\267 - Burleson Industrial Park\Drawings