

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.

EASEMENT AGREEMENT

(Waterline)

1. Grant of Easement. The **BOARD OF REGENTS OF THE TEXAS A&M UNIVERSITY SYSTEM**, as grantor (“**GRANTOR**”), on behalf of the State of Texas, acting by and through its duly authorized officer, under authority of System Policy 41.01, and by virtue of authority granted to the Board of Regents by Texas Education Code §85.26, for Ten Dollars (\$10) and other good and valuable consideration, hereby **GRANTS, BARGAINS, SELLS and CONVEYS** to the **CITY OF STEPHENVILLE**, as grantee (“**GRANTEE**”), its permitted successors and assigns, a nonexclusive easement (the “Easement”) for operating, maintaining, repairing, replacing, and rebuilding a six inch (“6”) diameter underground waterline (the “Line”). The Easement is ten feet (10’) in width across and under certain property of **GRANTOR** (the “Property”), located in Erath County, Texas, more particularly described in Exhibit A attached hereto and made a part of this Easement Agreement (this “Agreement”).

2. Purpose and Location of Easement. The Easement is granted for the purpose of operating, maintaining, repairing, replacing, and rebuilding the Line. A plat of the Property showing the surface area affected by the Easement and the location of the Line and **GRANTEE**’s right-of-way is depicted on Exhibit B attached and made a part of this Agreement. **GRANTEE** agrees to notify **GRANTOR** if the actual “as built” location of the Line varies significantly from the attached Exhibits, in which case the parties will record an amendment to this Agreement which accurately reflects the actual location of the Line.

3. Right of Access. **GRANTEE** has the right of ingress and egress across the Property for the purpose of installing, constructing, operating, maintaining, repairing, replacing, and rebuilding the Line. **GRANTEE** agrees to occupy the surface of the Property only to the extent and for the length of time necessary for installing, constructing, operating, maintaining, repairing, replacing, and rebuilding the Line. Any gate or opening used by **GRANTEE** for ingress or egress in the exercise of its rights must be kept in proper condition and closed at all times.

4. Duties. **GRANTEE** will clearly mark the location of the Line in a manner and to the extent such lines are generally marked by companies in the industry or as required by law. **GRANTEE** must bury any replacement of the Line not less than forty-two inches (42”) below the surface. **GRANTEE** agrees to notify **GRANTOR** at least five (5) business days prior to commencement of any repairs or replacements, unless the repairs are due to an emergency, in which case the **GRANTEE** will notify as soon as reasonable. **GRANTEE** agrees to cooperate with **GRANTOR**’s personnel in an onsite inspection to assess any damages resulting from **GRANTEE**’s activities.

During the Term of this Agreement, if **GRANTEE** damages or destroys any fence, road, bridge, culvert, building, or other improvement, or any real or personal property, other than its own property, **GRANTEE** must, within a reasonable period of time, repair or replace the improvement or property to the extent that such improvement or property will, as nearly as

practicable, be in like condition as before such damage or destruction. In lieu of requiring repair or replacement, **GRANTOR** may, at its option, require that **GRANTEE** pay money damages, including without limitation, those damages incurred as a result of **GRANTEE** or its agents or employees entering or departing the Property, or by reason of being present on the Property.

5. No Fee Interest Granted. This is a grant of a nonexclusive easement only, and does not grant any fee interest to the surface, subsurface, or any interest in the minerals on or under the Property. The conveyance is made subject to any and all outstanding restrictions, reservations, covenants, conditions, leases, easements and other encumbrances filed of record or apparent on the ground. **GRANTOR** expressly retains all rights to grant, control and renew all restrictions, reservations, covenants, conditions, leases, easements and other encumbrances, of every kind and character, on, over or under the Property.

6. Duration of Easement. This grant is for a term of four (4) years from the Effective Date and may be renewed only at the election of **GRANTOR** subject to Texas Education Code §85.26(c). **GRANTEE** agrees to provide **GRANTOR** written notice requesting renewal of the term at least six (6) months prior to the expiration date of this Easement. **GRANTOR** will respond in writing indicating whether the term will be renewed. **GRANTEE** expressly understands that its continued possession of the Property under this Agreement after expiration of its term, without first obtaining a renewal from **GRANTOR**, is a violation of state law that subjects **GRANTEE** to a penalty of One Hundred Dollars (\$100) for each day of such violation. **GRANTEE** agrees to pay **GRANTOR** such penalty within ten (10) business days after receipt of notice from **GRANTOR** sent in compliance with Section 14 of this Agreement.

7. Removal of Equipment and Improvements. Provided all obligations to **GRANTOR** under this Agreement are fully satisfied, unless otherwise directed by **GRANTOR** in writing, **GRANTEE** must remove any of its above-ground or below-ground equipment and improvements, including the Line (hereinafter, the "Improvements") from the Property within sixty (60) calendar days following the date of termination or abandonment of the Easement granted by this Agreement.

With respect to any Improvements, **GRANTOR** can elect the following by giving **GRANTEE** written notice: (a) **GRANTOR** may require **GRANTEE** to remove and dispose of all or any part of the Improvements, within sixty (60) calendar days following the date of the written notice; (b) **GRANTOR** may require **GRANTEE** to cut and/or, as appropriate, cap the Line at **GRANTOR**'s property line(s) within thirty (30) calendar days following the date of the written notice and leave it in place in a safe condition, in compliance with all applicable laws and regulations related thereto, and **GRANTOR** will thereafter have all rights, title, ownership and possession to the Line and its appurtenances, including the right to sell, assign, grant, and/or use the Line; or (c) **GRANTOR** can undertake to remove and dispose of the Improvements at the expense of **GRANTEE**.

If removal by **GRANTEE** causes injury to the Property or to any interests of **GRANTOR**, **GRANTEE** will restore the Property or interests or, at **GRANTOR**'s option, pay for such damage within sixty (60) calendar days after completion of such removal. If **GRANTEE** fails to perform as required in this Section 7 within the time set forth above, **GRANTOR** will have the right to

retain the Improvements or remove and dispose of same and collect on demand all costs of removal and disposal from **GRANTEE**, plus interest at the lesser of ten percent (10%) per annum or the highest rate permitted by Texas law from the date such costs are incurred until the date of payment.

8. Nonexclusive Easement. The Easement is nonexclusive. **GRANTOR** reserves for **GRANTOR** and **GRANTOR**'s successors and assigns the right to full use and enjoyment of the Property and the right to convey the Property or other rights or easements to others, so long as such use or conveyance does not unduly interfere with **GRANTEE**'s rights and use as set forth herein.

9. Hold Harmless. **TO THE EXTENT ALLOWED BY THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, GRANTEE AGREES TO INDEMNIFY AND HOLD GRANTOR HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, LIABILITIES, AND CAUSES OF ACTION FOR PERSONAL INJURY OR DEATH AND/OR DAMAGE TO OR DESTRUCTION OF PROPERTY OR IMPROVEMENTS CAUSED BY, ARISING OUT OF, OR RESULTING FROM THE EXERCISE OF RIGHTS GRANTED TO GRANTEE, ITS EMPLOYEES, AGENTS, OR OTHER PERSONS ACTING UNDER GRANTEE'S DIRECTION. GRANTEE FURTHER AGREES TO PAY ALL EXPENSES, COSTS, AND ATTORNEYS' FEES ASSOCIATED WITH SUCH CLAIMS, DEMANDS, LIABILITIES, AND CAUSES OF ACTION, AS WELL AS THOSE INCURRED BY GRANTOR IN THE ENFORCEMENT OF THIS INDEMNITY PROVISION.**

10. Antiquities. **GRANTEE IS EXPRESSLY PLACED ON NOTICE OF THE NATIONAL HISTORICAL PRESERVATION ACT OF 1966 (PB-89-66, 80 STATUTE 915; 16 U.S.C.A. §470) AND THE ANTIQUITIES CODE OF TEXAS, CHAPTER 191, TEX. NAT. RES. CODE ANN. BEFORE BREAKING GROUND AT THE PROPERTY, GRANTEE MUST NOTIFY THE TEXAS HISTORICAL COMMISSION ("THC"). AN ARCHEOLOGICAL SURVEY, AT GRANTEE'S SOLE COST AND EXPENSE, MIGHT BE REQUIRED BY THE THC BEFORE CONSTRUCTION OR INSTALLATION OF ANY IMPROVEMENTS CAN COMMENCE. FURTHER, IN THE EVENT THAT ANY SITE, OBJECT, LOCATION, ARTIFACT OR OTHER FEATURE OF ARCHEOLOGICAL, SCIENTIFIC, EDUCATIONAL, CULTURAL OR HISTORIC INTEREST IS ENCOUNTERED DURING THE ACTIVITIES AUTHORIZED BY THIS EASEMENT, GRANTEE WILL IMMEDIATELY CEASE SUCH ACTIVITIES AND WILL IMMEDIATELY NOTIFY GRANTOR SO THAT ADEQUATE MEASURES MAY BE UNDERTAKEN BY GRANTEE TO PROTECT OR RECOVER SUCH DISCOVERIES OR FINDINGS, AS APPROPRIATE. GRANTOR will not be liable for any costs of GRANTEE, GRANTEE's contractors, subcontractors or any other person or entity as a result of any encounter described in this Section 10. GRANTEE agrees that title to all archaeological objects and artifacts, if any, discovered in or on the Property will remain with GRANTOR.**

11. Use of Property; Compliance. **GRANTEE** will not commit or suffer to be committed waste upon the Property and will keep the Property, the improvements, and its equipment in good working order and repair and in a clean, safe, and healthful condition. Before breaking ground and during the term of this Agreement, **GRANTEE** must comply with and obtain

any permits or licenses which may be required by federal, state or local statute in connection with the use of the Property.

12. Hazardous Waste. **GRANTEE** will not use the Property or permit the Property to be used so as to cause, suffer, or allow any contamination of soils, ground water, surface water, or natural resources on or adjacent to the Property resulting from, but not limited to, spills or leaks of oil, gasoline, hazardous materials, hazardous wastes, or other chemical compounds. **GRANTEE** is solely responsible for cleanup of any contamination resulting from violation of this provision.

IF THE PRESENCE OF HAZARDOUS MATERIALS ON THE PROPERTY IS CAUSED OR PERMITTED BY GRANTEE AND SUCH MATERIALS RESULT IN CONTAMINATION OF THE PROPERTY OR IF CONTAMINATION OF THE PROPERTY BY HAZARDOUS MATERIAL OTHERWISE OCCURS AND IS CAUSED BY GRANTEE'S USE, THEN TO THE EXTENT ALLOWED BY THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, GRANTEE WILL INDEMNIFY, DEFEND, AND HOLD GRANTOR HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, JUDGMENTS, DAMAGES, PENALTIES, FINES, COSTS, LIABILITIES, OR LOSSES (INCLUDING DIMINUTION IN VALUE OF THE PROPERTY, DAMAGES FOR THE LOSS OF OR RESTRICTION ON USE OF THE PROPERTY OR OF ANY AMENITY OF THE PROPERTY, AND SUMS PAID IN SETTLEMENT OF CLAIMS, ATTORNEYS' FEES, CONSULTANTS' FEES AND EXPERTS' FEES) WHICH ARISE DURING OR AFTER THE EASEMENT TERM AS A RESULT OF SUCH CONTAMINATION. THIS INDEMNIFICATION OF GRANTOR BY GRANTEE INCLUDES COSTS INCURRED IN CONNECTION WITH ANY INVESTIGATION OF SITE CONDITIONS AND ANY CLEANUP, REMEDIATION, REMOVAL, OR RESTORATION WORK REQUIRED BY ANY FEDERAL, STATE, OR LOCAL GOVERNMENTAL AGENCY OR POLITICAL SUBDIVISION BECAUSE OF THE PRESENCE OF HAZARDOUS MATERIAL.

13. Default and Termination. It is agreed that upon default by **GRANTEE** of any of the covenants and conditions set forth in this Agreement, **GRANTOR** has the right, and such right is expressly reserved, to declare the Easement forfeited, without prejudice to any claim **GRANTOR** may have against **GRANTEE**; provided, however, **GRANTOR** will give **GRANTEE** written notice of its intention to terminate the Easement and the reasons for termination, and, except as otherwise provided in Section 21, **GRANTEE** will have thirty (30) calendar days after receipt of notice to rectify the default or violation; provided further however, if such condition cannot reasonably be cured within said thirty (30) day period, **GRANTEE** shall commence to cure such condition within said thirty (30) day period and shall thereafter prosecute such action diligently and continuously to completion within a reasonable time period following **GRANTOR's** notice. Upon timely correction, as determined by **GRANTOR** in its sole discretion, the Easement will remain in full force and effect. Termination or abandonment of the Easement for any cause is automatic and all rights granted revert to **GRANTOR** without the necessity of any further action or suit on the part of **GRANTOR**. Upon termination or abandonment, **GRANTEE** agrees to file a Release of Easement in the Deed Records of the County in which the Property is located, but if it fails to do so within ten (10) days following termination or abandonment, then **GRANTOR** will have the right to file the Release of Easement. Abandonment will be deemed to have occurred when the Easement is not used for the

purposes granted for a continuous period of one (1) calendar year, unless such non-use is caused by force majeure or other cause outside the reasonable control of **GRANTEE**.

14. Notices. Any notices required or permitted under this Agreement must be in writing and will be deemed given: (a) three (3) business days after it is deposited and post-marked with the United States Postal Service, postage prepaid, certified mail, return receipt requested, (b) the next business day after it is sent by overnight carrier, (c) on the date sent by email transmission with electronic confirmation of receipt by the party being notified, or (d) on the date of delivery if delivered personally. The parties may change their respective notice address by sending to the other party a notice of the new address. Notices should be addressed as follows:

GRANTOR: The Texas A&M University System
Attn: System Energy Resource Office
301 Tarrow St., Suite 262
College Station, Texas 77840-7896
Phone: (979) 458-2388
Email: energy@tamus.edu

With copy to: The Texas A&M University System
Office of General Counsel
Attn: Managing Counsel, Property & Construction
301 Tarrow St., 6th Floor
College Station, Texas 77840-7896
Phone: 979-458-6120
Email: property@tamus.edu

GRANTEE: City of Stephenville
Attn: Public Works Office
298 W. Washington St.
Stephenville, Texas 76401
Phone: (254) 918-1223

15. Waiver. The failure of **GRANTEE** or **GRANTOR** to insist in any particular instance on a strict performance of any of the covenants of this Agreement will not be construed as a waiver or relinquishment of such covenants in future instances, but the same will continue and remain in full force and effect.

16. Privileges and Immunities. **GRANTEE** acknowledges that **GRANTOR** is an agency of the State of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by **GRANTOR** of its right to claim exemptions, privileges, and immunities as may be provided by law.

17. Governing Law and Venue. The validity of this Agreement and all matters pertaining to this Agreement, including but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation or construction, will be governed and determined by the Constitution and the laws of the State of Texas. Pursuant

to Texas Education Code §85.18, venue for any suit filed against **GRANTOR** must be in Brazos County, Texas.

18. Grammatical Interpretation. When the singular number is used, it also includes the plural, and the masculine gender includes the feminine and neuter gender.

19. Headings. Headings are for reference and will not be construed to limit or alter the meaning of the provisions of this Agreement.

20. Saving Clause. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions will remain in full force and effect and will not be affected, impaired or invalidated.

21. Assignment. **GRANTEE** may not sell, assign, encumber or convey the Easement without the prior written consent of **GRANTOR** and any attempt by **GRANTEE** to sell, assign, encumber or convey the Easement without such consent will cause this Agreement to terminate. Any permitted sale, assignment, encumbrance or conveyance may be subject to payment of an administrative fee to **GRANTOR**.

22. Successors and Assigns. This Agreement and each and all of its covenants, obligations, and conditions will inure to the benefit of and be binding upon the heirs, personal representatives, successors, and permitted assigns of the parties.

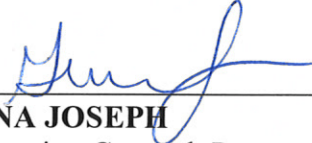
23. Entire Agreement. This Agreement constitutes the complete agreement of the parties and supersedes any prior understanding or agreement, written or oral, between them regarding the issues covered by this Agreement. This Agreement may not be modified orally or in any manner other than by agreement in writing signed by the parties hereto or their permitted successors or assigns.

24. Renewal. This Agreement is a renewal of a prior Easement Agreement between **GRANTOR** and **GRANTEE** recorded as Document Number 2012-07220 of the Official Public Records of Erath County, Texas. As provided in Section 23, this Agreement is intended to replace and supersede any prior agreement.


25. Effective Date. This Agreement is deemed to be in force as of the 9th day of August, 2022, regardless of the date actually signed.

[SIGNATURE PAGES TO FOLLOW]

BOARD OF REGENTS OF THE TEXAS A&M UNIVERSITY SYSTEM, an agency of the State of Texas

By: 
GINA JOSEPH
Managing Counsel, Property & Construction
The Texas A&M University System

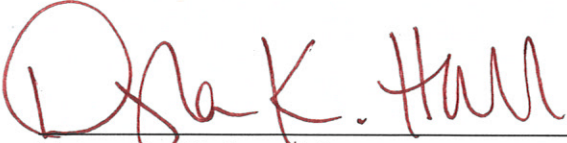
APPROVED AS TO FORM:

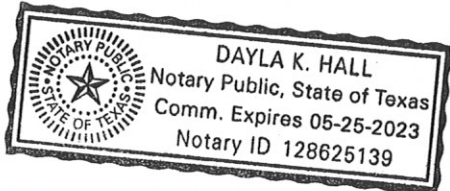

JENNIFER WRIGHT
Assistant General Counsel
Office of General Counsel
The Texas A&M University System

ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

This instrument was acknowledged before me this 23rd day of August, 2022 by **GINA JOSEPH**, Managing Counsel, Property and Construction of The Texas A&M University System, on behalf of the Board of Regents of The Texas A&M University System, an agency of the State of Texas.


Notary Public in and for
The State of Texas



TERMS AND CONDITIONS EXPRESSLY ACKNOWLEDGED AND ACCEPTED:

CITY OF STEPHENVILLE

By: _____
DOUG SVIEN
Mayor

ATTEST:

By: _____

Name: _____

Title: _____

ACKNOWLEDGEMENT

STATE OF TEXAS §
§
COUNTY OF ERATH §

This instrument was acknowledged before me this ___ day of _____, 2022 by **DOUG SVIEN**, Mayor of the City of Stephenville, on behalf of said municipality.

Notary Public in and for
The State of Texas

EXHIBIT "A"

CITY OF STEPHENVILLE

WATERLINE EASEMENT DESCRIPTION

BEING a waterline easement within the City of Stephenville, Erath County, Texas and being ten (10) feet in width lying within a portion of W. Tarleton Street as deeded to Tarleton State University by the City of Stephenville as recorded in Volume 535, Page 92 of the Deed Records of Erath County, Texas, said waterline easement being more particularly described by metes and bounds as follows:

COMMENCING at a point on the West line of said W. Tarleton Street as deeded to Tarleton State University, being on the East Right of Way line of St. Felix Street and the Southwest corner of a Utility Easement to the City of Stephenville as recorded in Volume 1039, Page 21, of said Deed Records from said commencing point a railroad spike found at the apparent centerline of said W. Tarleton Street and said St. Felix Avenue Right of Way bears South 51 degrees 38 minutes 30 seconds West, a distance of 25.24 feet and a found railroad spike at the apparent Northeast corner of Lot 28, Block E-39, Groesbeeck and McClelland Addition as shown on King's 1956 Map of Stephenville as recorded in Volume 381, Page 105 of said Deed Records, also as recorded in Volume 78, Page 141 of said Deed Records bears South 30 degrees 43 minutes 31 seconds West, a distance of 57.35 feet; THENCE North 29 degrees 57 minutes 23 seconds West, with the apparent West line of said W. Tarleton Street as deeded to Tarleton State University, and a West line of said Utility Easement, a distance of 10.00 feet, THENCE North 60 degrees 17 minutes 53 seconds East, along a North line of said Utility Easement, a distance of 335.60 feet to the POINT OF BEGINNING of said waterline easement hereon described:

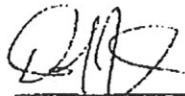
THENCE North 23 degrees 35 minutes 43 seconds East, a distance of 16.73 feet;

THENCE North 60 degrees 17 minutes 53 seconds East, a distance of 208.87 feet;

THENCE South 29 degrees 42 minutes 07 seconds East, a distance of 10.00 feet to a point on a North line of said Utility Easement;

THENCE South 60 degrees 17 minutes 53 seconds West, a distance of 222.29 feet to the POINT OF BEGINNING and containing 2,156 Square Feet or 0.05 acre of land.

Reference bearing basis per monuments found on the east line of Lot 28, Block E-39, Groesbeeck and McClelland Addition as shown on King's 1956 Map of Stephenville, recorded in Volume 381, Page 105 of the Deed Records of Erath County, Texas, and also recorded in Volume 78, Page 141 of the Deed Records of Erath County, Texas. (North 29 degrees 57 minutes 23 seconds West)



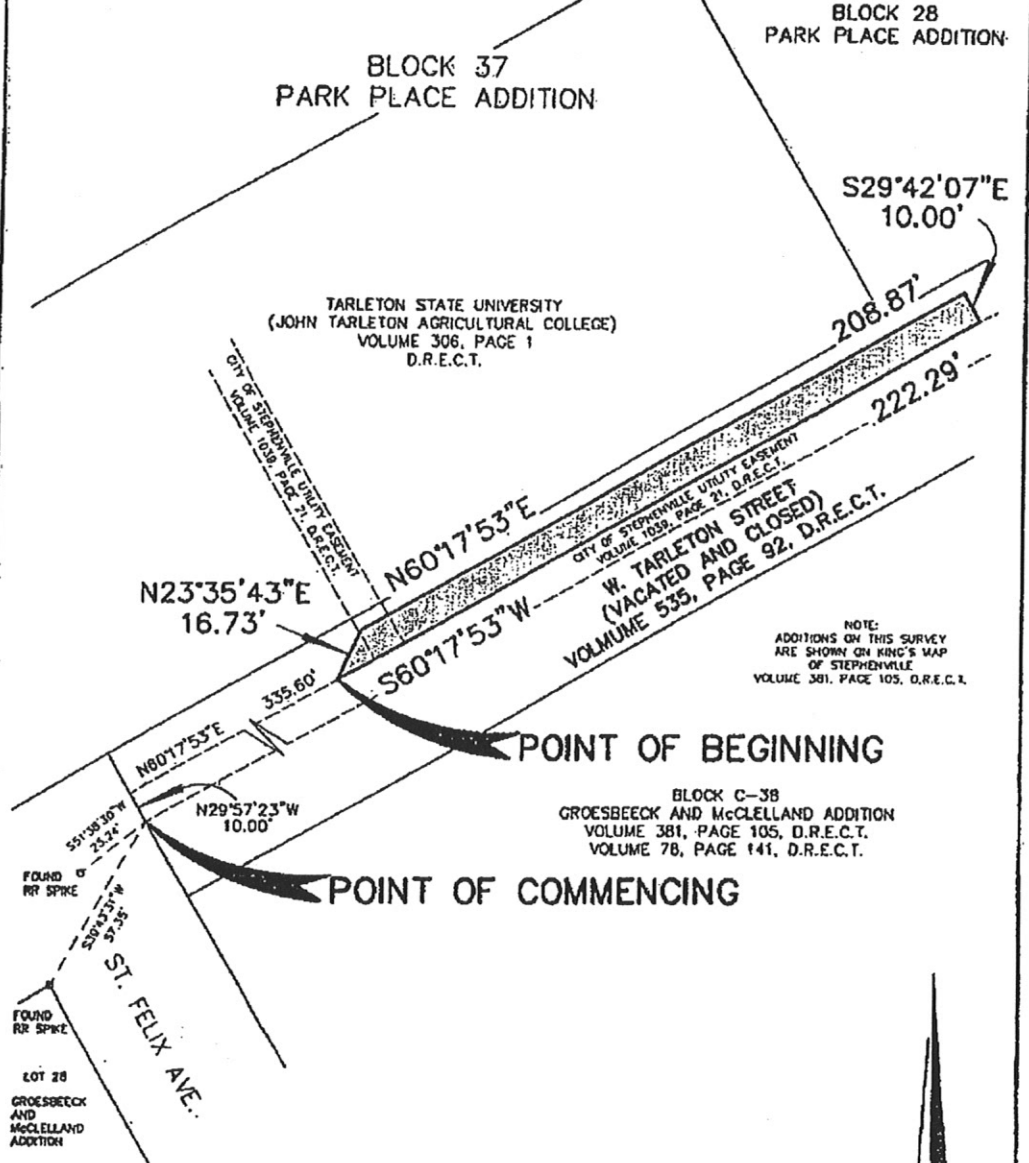
Daniel H. Joslin
R.P.L.S. No. 4749

July 1, 2002

F:\SURVEY\2002\500023\TSU_ESMT.doc

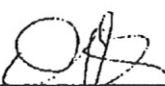


EXHIBIT "B"



SURVEYOR'S CERTIFICATION:

Sketch showing to the best of my knowledge, information and belief on accurate delineation of a field survey and office computations performed by me or under my supervision.


 Daniel H. Joslin
 R.P.L.S. No. 4749



July 1, 2002

F:\SURVEY\2002\500023\TSU_ESMT.flx

BHB Baird, Hampton & Brown, Inc.
 Engineering & Surveying
 619 Hwy 377 East, Suite 3, Grobary, TX 76048 Tel:(817)579-7700 Fax:(817)579-7764 E-Mail:grobar@bhbhc.com

DRAWN BY:	LEW
CHECKED BY:	DHJ
BHB PROJECT:	2002.500.023
DATE:	July 1, 2002