

WATERLINE EASEMENT

THE STATE OF TEXAS §
COUNTY OF HARRIS §

GRANTOR(S): Sanwood Investments, LP, a Texas limited partnership

GRANTEE: The City of Deer Park, a Municipal Corporation situated in Harris, County, Texas

GRANTEE'S MAILING ADDRESS: 710 E San Augustine, Deer Park, TX 77536

PROPERTY: The tract or parcel of land described as Underwood Distribution Center (the "Property") as provided in that certain plat dated May 13, 2019 and recorded as File No. RP-2019-194910 in the Real Property Records of Harris County, Texas (the "Plat")

EASEMENT: City of Deer Park underground Waterline Easement 10 feet wide as depicted on the Plat, and as more specifically described in **EXHIBIT "A"**, attached hereto and made a part hereof (the "Easement"). Notwithstanding anything to the contrary contained herein or in the Plat, no aerial easements are being granted or conveyed with the Easement.

Grantor(s) being the owner(s) in fee simple of the Property located in Deer Park, Harris County, Texas, in consideration of the sum of One Dollar (\$1.00) to Grantor(s) in hand paid by Grantee, the receipt of which is hereby acknowledged, does grant, sell and convey unto Grantee, its successors and assigns, an easement for the construction, maintenance, and operation of an underground waterline, and for no other purpose, said Easement being in, upon, under, over, across and along the Property at the location described on **Exhibit "A"**.

Grantee's Rights in and to the Easement shall include, without limitation, access to, across, along, under and upon the Easement, to enter upon such Easement at any reasonable time to engage in such activities as may be reasonably necessary, requisite, or appropriate in Grantee's sole discretion in connection therewith, and to bring and operate such equipment thereupon as may be reasonably necessary or appropriate in Grantee's sole discretion to effectuate the purposes for which this Easement is granted.

Grantor(s) does hereby agree, bind, and obligate Grantor(s) and Grantors' heirs, successors, and assigns, that no structures, buildings or other improvements shall be placed in, on or along said Easement, save and except that Grantor reserves the right to use the Easement in a manner that does not unreasonably interfere with Grantee's use thereof, including, without limitation, the right to construct and maintain pavement, parking, loading and unloading areas, a truck court, sidewalks, curb-cuts, lighting systems, landscaping and fences (collectively, the "Permitted Improvements") upon the surface of the Easement.

Should Grantee's construction, reconstruction, operation, maintenance, alteration, repair, replacement, removal, addition, or changing the size of the waterline within the Easement in any way, shape, manner, or form affect, damage, or cause to be temporarily removed the Permitted Improvements, or any portion thereof, Grantor agrees to bear all costs to repair or replace the Permitted Improvements, including any costs and expenses associated with the loss of the use of the Permitted Improvements as a result of Grantee's activities. Notwithstanding the foregoing, Grantee shall have no right to permanently relocate the Permitted Improvements.

TO HAVE AND TO HOLD the Easement for said purposes, together with all the rights and appurtenances thereto in anywise belonging to Grantee, its successors and assigns forever.

THIS EASEMENT IS NOT VALID UNLESS COUNTERSIGNED BY THE CITY OF DEER PARK.

EXECUTED this 20th day of May, 2019

SANWOOD INVESTMENTS, LP
a Texas limited partnership

By: Sanwood Partners, LLC,
a Texas limited liability company
its general partner

By: 
Randy Stockwell, President

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this the 20th day of May, 2019, by Randy Stockwell, President of Sanwood Partners, LLC, a Texas limited liability company, the general partner of Sanwood Investments, LP, a Texas limited partnership, on behalf of said limited partnership.



Notary Public



CITY OF DEER PARK

Signature

Name

Title

THE STATE OF TEXAS

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§
§

COUNTY OF HARRIS

This instrument was acknowledged before me on this the _____ day of _____, 2019,
by _____ (name), as _____ of the City of
Deer Park on behalf of and as the act of the said City.

{Seal}

Commission Expires

Notary Public

AFTER RECORDING RETURN TO:

Exhibit A

Legal Description of Easement

Exhibit A

Legal Description of Easement

**METES AND BOUNDS DESCRIPTION
0.4685 ACRES OF LAND (20,408 SQ. FT.)
10' CITY OF DEER PARK WATERLINE EASEMENT
UNDERWOOD DISTRIBUTION CENTER
WILLIAM JONES SURVEY, ABSTRACT NO. 482
CITY OF DEER PARK, TEXAS**

Being 0.4685 acres or 20,408 square feet of land situated in the William Jones Survey, Abstract No. 482, City of Deer Park, Texas and being all that certain called 10' City of Deer Park Waterline Easement, located within Lot 1, Block 1, as defined by the recorded plat of Underwood Distribution Center, a subdivision in Harris County, Texas, as recorded under Film Code No. 688456, of the Map Records of Harris County, Texas, also being a portion of that certain called 30.1537 acre tract of land conveyed to Sanwood Investments, LP, by deed recorded under Harris County Clerk's File No. 20130176207. Said 0.4685 acre tract being more fully described by metes and bounds as follows:

- All bearing referenced herein are based on the Texas State Plane Coordinate System, Texas South Central Zone.

COMMENCING at a 5/8 inch iron rod with plastic cap found for the northeast boundary corner of the said Lot 1, said iron rod also being located in the westerly right-of-way line of Underwood Road, based on a width of 100 feet;

THENCE South 87°06'14" West, along the north boundary line of the said Lot 1, for a distance of 20.00 feet to a point for corner, said point being located in the westerly boundary line of a called 20 foot wide Perpetual Utility Easement, as recorded under Harris County Clerk's File No. H270816;

THENCE South 03°24'29" East, along the westerly boundary line of the said 20 foot wide Perpetual Utility Easement, for a distance of 6.64 feet to a 5/8 inch iron rod found for corner, said iron rod being the **POINT OF BEGINNING** of the herein described tract of land;

THENCE South 03°42'52" East, continuing along the westerly boundary line of the said 20 foot wide Perpetual Utility Easement, for a distance of 10.00 feet to a 5/8 inch iron rod with plastic cap found for corner;

THENCE across the said Lot 1, the following four (4) courses and distances:

South 86°16'59" West, for a distance of 191.81 feet, to a chiseled "X" in concrete;

South 63°46'57" West, for a distance of 50.97 feet, to a chiseled "X" in concrete;

South 86°16'59" West, for a distance of 508.91 feet, to a 5/8 inch iron rod with plastic cap found for corner;

South 03°43'07" East, for a distance of 1,172.97 feet, to a 5/8 inch iron rod with plastic cap found for corner, said iron rod being located in the southernly boundary line of said Lot 1;

THENCE South 87°05'31" East, along the southerly boundary line of the said Lot 1, for a distance of 116.21 feet, to a 5/8 inch iron rod with plastic cap found for corner, said iron rod being the southwest boundary corner of said Lot 1;

THENCE North 04°22'10" West, along the westerly boundary line of the said Lot 1, for a distance of 10.00 feet, to a 5/8 inch iron rod with plastic cap found for corner;

THENCE across the said Lot 1, the following five (5) courses and distances:

North 87°05'31" East, for a distance of 106.32 feet, to a 5/8 inch iron rod with plastic cap found for corner;

North 03°43'07" West, for a distance of 1,172.83 feet, to a chiseled "X" in concrete;

North 86°16'59" East, for a distance of 516.92 feet, to a chiseled "X" in concrete;

North 63°46'57" East, for a distance of 50.97 feet, to a 5/8 inch iron rod with plastic cap found for corner;

North 86°16'59" East, for a distance of 193.80 feet, to the **POINT OF BEGINNING** and containing within these calls 20,408 square feet or 0.4685 acres of land.