

RESOLUTION NO. ____ - ____

A RESOLUTION OF THE CITY OF JOHNSON CITY, TEXAS, FORMALLY ACCEPTING A DEDICATION OF A TWENTY FOOT (20') WIDE AND FIVE FOOT (5') WIDE EASEMENTS FOR CONSTRUCTION AND INSTALLATION OF WATER MAINS, AND FOR ACCESS TO CONSTRUCT, INSTALL, MAINTAIN, OPERATE, UPGRADE, REPLACE, REMOVE, AND REPAIR SAME; AND ADDRESSING RELATED MATTERS.

WHEREAS, the City of Johnson City (sometimes "City") is a Type A General Law Municipality organized under the laws of the State of Texas; and

WHEREAS, the City, through its Public Water System, provides water services to citizens within its municipal boundaries; and

WHEREAS, the City Council of the City of Johnson City finds that local and area growth and other factors render it necessary to expand its water infrastructure, in order to better provide water service to its citizens and thereby improve the public health, safety, and general welfare; and

WHEREAS, Johnson City RV Park, LLC has agreed to dedicate utility easements on, across, upon, under, and through their approximately 0.16-acre property located in the Johnson City RV Park Subdivision for the installation, construction, operation, maintenance, replacement, repair, upgrade, and removal of water mains, including access by the City and its employees and agents in order to effectuate the same, and in order to better enable the City to provide water services to the public; and

WHEREAS, the City Council of the City of Johnson City finds and determines that formal acceptance of the easements will enhance the development of the area and improve the general health, welfare and public safety of the City of Johnson City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF JOHNSON CITY, TEXAS, THAT:

Section 1. The recitals set forth above are true, correct, are incorporated herein and made a part hereof.

Section 2. The City Council hereby finds and determines that it is in the best interest of the City of Johnson City to accept the dedication of a twenty foot (20') wide and five foot (5') wide easements, as provided in **Exhibit "A"**, for use as uninterrupted pedestrian and vehicular ingress to and egress across and over the 0.16-acre tract for the installation, construction, operation, maintenance, replacement, repair, upgrade, and removal of, and access to, the water mains.

Section 3. That the City Council of the City of Johnson City hereby accepts the dedication of the utility and access easements therein constructed for construction, installation, maintenance, and repair of, and access to the water mains.

Section 4. That the Chief Administrative Officer is hereby authorized to execute any additional instruments, if needed, that may be reasonably necessary to fulfill the intent of this Resolution.

Section 5. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as part of the judgment and finding of the City Council.

Section 6. All resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

Section 7. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 8. If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this Resolution would have been enacted without such invalid provision.

Section 9. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, Texas Government Code, as amended.

Section 10. This Resolution shall be in force and effect from and after its final passage, and it is so resolved.

(Signature Page Follows)

PASSED AND APPROVED on the 18th day of June, 2024.

Stephanie Fisher, Mayor
City of Johnson City

ATTEST:

Whitney Walston, City Secretary
City of Johnson City

APPROVED AS TO FORM:

CHARLES E. ZECH, City Attorney
Denton Navarro Rocha Bernal & Zech, PC

Exhibit "A"

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

**EASEMENT AGREEMENT FOR
PUBLIC UTILITIES**

Date: _____, 2024

GRANTOR: Johnson City RV Park, LLC, a Limited Liability Company organized and in good standing in the State of Texas

GRANTOR'S MAILING ADDRESS: 128 Martin Bros Ln
Johnson City, Texas 78636
Blanco County, Texas

GRANTEE: CITY OF JOHNSON CITY, TEXAS, a Type A General Law City and Municipal Government of the State of Texas

GRANTEE'S MAILING ADDRESS: P.O. Box 369
Johnson City, Texas
78636 Blanco County,
Texas

EASEMENT PROPERTY:

A 0.16-acre tract of land, located in the Johnson City RV Park Subdivision, situated in Blanco County, Texas, being part of that certain 4.31-acre tract of land described in Clerk's Document Number 2021-210980 of the Official Public Records of Blanco County (the "Easement Property").

EASEMENT:

Being twenty foot (20') wide and five foot (5') wide easements consisting of 0.16 acres and located over, across, under, and through the Easement Property, as more specifically depicted and described on Exhibit "A-1" attached hereto.

EASEMENT PURPOSE:

The Easement shall be used for the installation, construction, operation, maintenance, replacement, repair, upgrade, and removal of water mains to allow the City of Johnson City, Texas, to place the water mains across the 0.16-acre tract as described above.

CONSIDERATION:

Ten dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Grantor.

RESERVATIONS FROM CONVEYANCE:

None

EXCEPTIONS TO WARRANTY:

Any matters appearing of record.

GRANT OF EASEMENT:

Grantor, for the Consideration and subject to the Reservations from Conveyance and Exceptions to Warranty, grant, sell, and convey to Grantee and Grantee's successors and assigns the Easement over, on, and across the Easement Property for the Easement Purpose and for the benefit of the Grantee, together with all and singular the rights and appurtenances thereto in any way belonging (collectively, the "Easement"), to have and to hold the Easement to Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's heirs, successors, and assigns to warrant and forever defend the title to the Easement in Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the Easement or any part thereof, except as to the Reservations from Conveyance and Exceptions to Warranty.

TERMS AND CONDITIONS:

The following terms and conditions apply to the Easement granted by this agreement:

1. *Character of Easement.* The Easement is in gross. The Easement is exclusive and irrevocable. The Easement is for the benefit of Grantee and Grantee's heirs, successors, and assigns who at any time own the Easement Property or any interest in the Easement Property (as applicable, the "Holder").

2. *Duration of Easement.* The duration of the Easement is perpetual.

3. *Reservation of Rights.* Grantor reserves for Grantor and Grantor's heirs, successors, and assigns the right to continue to use and enjoy the surface of the Easement Property for all purposes that do not interfere with or interrupt the use or enjoyment of the Easement by Holder for the Easement Purposes. Grantor reserves for Grantor and Grantor's heirs, successors, and assigns the right to use all or part of the Easement in conjunction with Holder, as long as such further conveyance is subject to the terms of this agreement and the other users agree to bear a proportionate part of the costs of improving and maintaining the Easement.

4. *Improvement and Maintenance of Easement Property.* Improvement and maintenance of the Easement Property will be at the sole expense of Holder. Holder has the right to eliminate any encroachments into the Easement Property. Holder must maintain the Easement Property in a neat and clean condition. Holder has the right to construct, install, maintain, replace, and remove a road with all culverts, bridges, drainage ditches, sewer facilities, and similar or related utilities and facilities under or across any portion of the Easement Property (collectively, the "Road Improvements"). All matters concerning the configuration, construction, installation, maintenance, replacement, and removal of the Road Improvements are at Holder's sole discretion, subject to performance of Holder's obligations under this agreement. Holder has the right to remove or relocate any fences within the Easement Property or along or near its boundary lines if reasonably necessary to construct, install, maintain, replace, or remove the Road Improvements or for the road to continue onto other lands or easements owned by Holder and adjacent to the Easement Property, subject to replacement of the fences to their original condition on the completion of the work. The rights granted to Holder under this section shall extend to its agents, employees, designees, contractors, and invitees. On written request by Holder, the owners of the Easement Property will execute or join in the execution of easements for sewer, drainage, or utility facilities under or across the Easement Property.

5. *Equitable Rights of Enforcement.* This Easement may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm, and will be obtainable only by the parties to or those benefited by this agreement; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.

6. *Attorney's Fees.* If any party retains an attorney to enforce this agreement, the party

prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.

7. *Binding Effect.* This agreement binds and inures to the benefit of the parties and their respective heirs, successors, and permitted assigns.

8. *Choice of Law.* This agreement will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in the county or counties in which the Easement Property is located.

9. *Integration.* This agreement contains the complete agreement of the parties and cannot be varied except by written agreement of the parties. The parties agree that there are no oral agreements, representations, or warranties that are not expressly set forth in this agreement.

10. *Waiver of Default.* It is not a waiver of or consent to default if the non-defaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this agreement does not preclude pursuit of other remedies in this agreement or provided by law.

11. *Further Assurances.* Each signatory party agrees to execute and deliver any additional documents and instruments and to perform any additional acts necessary or appropriate to perform the terms, provisions, and conditions of this agreement and all transactions contemplated by this agreement.

12. *Legal Construction.* If any provision in this agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof, and this agreement will be construed as if the unenforceable provision had never been a part of the agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Article and section headings in this agreement are for reference only and are not intended to restrict or define the text of any section. This agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.

13. *Notices.* Any notice required or permitted under this agreement must be in writing. Any notice required by this agreement will be deemed to be delivered (whether received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

14. *Recitals.* Any recitals in this agreement are represented by the parties to be accurate and constitute a part of the substantive agreement.

15. *Time.* Time is of the essence. Unless otherwise specified, all references to "days" mean calendar days. Business days exclude Saturdays, Sundays, and legal public holidays. If the date for performance of any obligation falls on a Saturday, Sunday, or legal public holiday, the date

for performance will be the next following regular business day.

(Signature Pages Follow)

GRANTOR:
**Johnson City RV Park, LLC, an owner of
real property**

By:

Print: Amanda Martin

Title: Manager

By:

Print: Joe Martin

Title: Manager

STATE OF TEXAS
COUNTY OF BLANCO

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State on this day personally appeared: Amanda and Joe Martin, known to me to be the persons whose names are subscribed to the fore going instrument, and acknowledged to me that she/he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of
_____, 2024.

NOTARY PUBLIC, State of Texas

GRANTEE:
CITY OF JOHNSON CITY, TEXAS,
a Municipal Government of the State of
Texas

By: _____

Print: Stephanie Fisher

Title: Mayor of the City of Johnson City

STATE OF TEXAS
COUNTY OF BLANCO

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State on this day personally appeared: Stephanie Fisher, known to me to be the person whose name is subscribed to the fore going instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 2024.

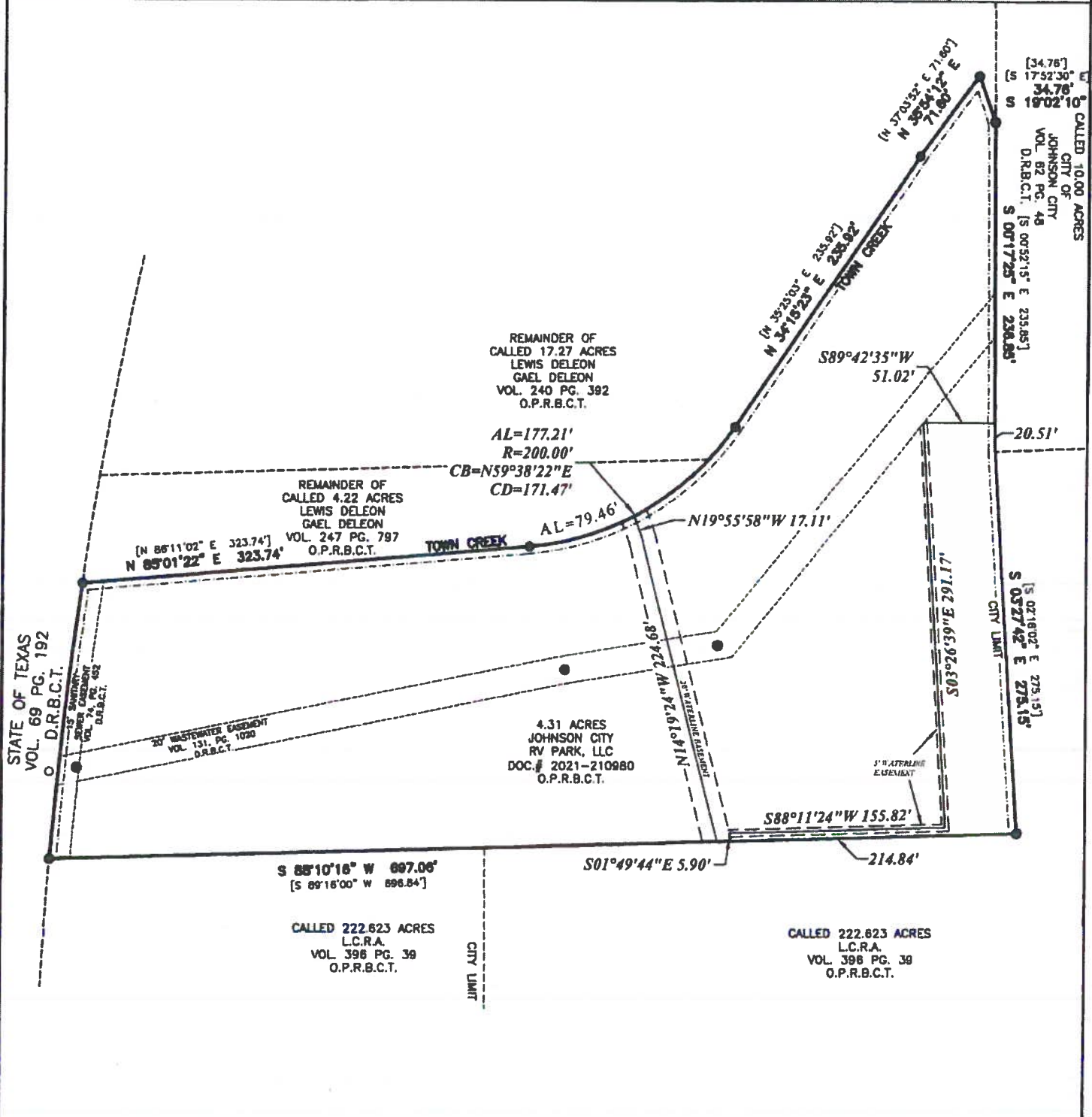
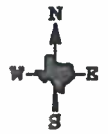
NOTARY PUBLIC, State of Texas

Exhibit "A-1"
Legal Description and Survey

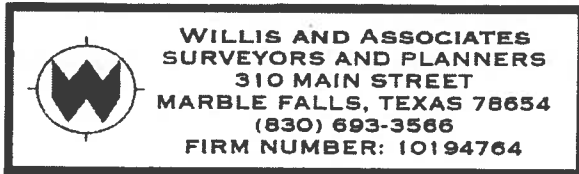


WILLIS AND ASSOCIATES
SURVEYORS AND PLANNERS
 310 MAIN STREET
 MARBLE FALLS, TEXAS 78654
 (830) 693-3566
 FIRM NUMBER: 10194764

SURVEY PLAT TO ACCOMPANY FIELD NOTES OF
WATERLINE EASEMENTS
FOR THE JOHNSON CITY RV PARK
 DOC. NO. 2021-210980
 BLANCO COUNTY DEED RECORDS



BASIS OF BEARING NOTE:
 THE BASIS OF BEARINGS FOR THIS
 SURVEY IS TEXAS STATE PLANE GRID,
 CENTRAL ZONE, NAD83.



PAGE 2 OF 2

0.11 ACRE: 20' WIDE WATERLINE EASEMENT AND 0.05 ACRE: 5' WIDE WATERLINE EASEMENT

STATE OF TEXAS:
COUNTY OF BLANCO:

BEING A 0.11 ACRE, 20' WIDE PUBLIC UTILITY EASEMENT WITHIN 4.31 ACRES CONVEYED TO JOHNSON CITY RV PARK, LLC IN DOCUMENT NUMBER 2021-210980 OFFICIAL PUBLIC RECORD BLANCO COUNTY TEXAS (O.P.R.B.C.T.) THE BASIS OF BEARING FOR THIS SURVEY IS THE TEXAS STATE PLAIN GRID, CENTRAL ZONE, NAD 83. SAID 0.11 ACRES BEING MORE PARTICULARLY DESCRIBED BY MEETS AND BOUNDS AS FOLLOWS:

BEING THE SOUTHEAST CORNER OF SAID 4.31 ACRES AND ALSO BEING AN ANGLE POINT IN THE WEST LINE OF 222.62 ACRES CONVEYED TO THE LOWER COLORADO RIVER AUTHORITY (L.C.R.A.) IN VOLUME 396, PAGE 39 (O.P.R.B.C.T.);

THENCE, S88°10'16"W 214.84' ALONG THE SOUTH LINE OF SAID 4.31 ACRES TO THE CENTERLINE OF SAID 20' WIDE EASEMENT TO THE POINT OF BEGINNING;

THENCE, N14°19'24"W 224.68' TRAVERSING THROUGH SAID 3.41 ACRES TO AN ANGLE POINT IN THE CENTERLINE OF SAID 20' WIDE EASEMENT;

THENCE, N19°55'58W 17.11' TO A POINT IN A CURVE TO THE LEFT IN THE NORTH LINE OF SAID 3.41 ACRES AND ALSO BEING THE SOUTHEAST LINE OF THE REMAINDER OF 4.22 ACRES CONVEYED TO LEWIS DELEON AND GAELE DELEON IN VOL. 247, PG. 797 (O.P.R.B.C.T.), TO THE ENDING POINT OF SAID 20' WIDE EASEMENT, MAKING A TIE TO A POINT IN THE NORTH LINE OF SAID 3.41 ACRES AND A POINT IN THE SOUTH LINE OF SAID 4.22 ACRES WITH AN ARC LENGTH OF 79.46 ACRES AND A RADIUS OF 200.00'

SAID 3.41 ACRES IS ALSO SUBJECT TO A 0.05 ACRE 5' WIDE WATERLINE EASEMENT BEING MORE PARTICULARLY DESCRIBED BY MEETS AND BOUNDS AS FOLLOWS:

BEING AN ANGLE POINT IN THE EAST LINE OF SAID 3.41 ACRES AND ALSO BEING A POINT IN THE WEST LINE OF SAID 222.62 ACRES AND ALSO BEING A POINT AT THE SOUTHWEST CORNER OF 10.00 ACRES CONVEYED TO THE CITY OF JOHNSON CITY IN VOL. 62, PG. 48 DEED RECORDS BLANCO COUNTY TEXAS (D.R.B.C.T.)

THENCE, N00°17'25"W 20.51' TO A POINT ALONG THE EAST LINE OF SAID 3.41 ACRES

THENCE, TRAVERSING THROUGH SAID 3.41 ACRES S89°42'35"W 51.02' TO THE POINT OF BEGINNING FOR THE SAID 0.05 ACRE 5' WIDE WATERLINE EASEMENT.

THENCE, S03°26'39"E 291.17' TO AN ANGLE POINT FOR SAID 0.05 ACRES

THENCE, S88°11'24"W 155.82' TO THE ENDING POINT OF SAID 0.05 ACRE 5' WATERLINE EASEMENT, WITH A PERPENDICULAR TIE TO A POINT IN THE SOUTH LINE OF SAID 3.41 ACRES AT S01°49'44"E 5.90'