

PERMANENT ACCESS EASEMENT

Date: December 7, 2021.

Grantor: Security Storage, Chris Lindig.

Grantor Mailing Address: P.O. Box 183, Johnson City, Blanco County, Texas 78636.

Grantee-City: City of Johnson City, Texas, a Texas Type A General-Law Municipality.

Grantee Mailing Address: P.O. Box 369, Johnson City, Blanco County, Texas 78636.

Easement Tract: The tract or parcel of land described in the attached Exhibit A, a portion of that Parcel ABS A0147, Survey 172 J. Duel Acres 3.817, and situated in Blanco County, Texas.

Easement Duration: Perpetual.

Easement Purpose: Ingress and egress access at all times over and across the surface of the Easement Tract by the Grantee-City.

Reservations from Conveyance: This Easement is made subject to applicable laws, ordinances, easements, leases, restrictions, liens, encumbrances, reservations or covenants, either of record or evidenced by improvements upon the ground of the Easement Tract. This Easement is not a conveyance of any interest in the oil, gas and other minerals in, on or under said Tract.

Consideration: The sum of FOUR THOUSAND FOUR HUNDRED TWELVE DOLLARS AND NO CENTS (\$4,412.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor.

Grant of Easement: Grantor, for the Consideration paid to Grantor, grants, sells, and conveys to Grantee-City, effective as of the Date, an exclusive Easement in, over, on and across the Easement Tract to have and to hold the Easement to the Grantee-City and Grantee-City's successors and assigns for the Easement Duration and Easement Purpose. Grantor binds Grantor and Grantor's heirs, successors, and assigns to warrant and forever defend the title to the Easement in Grantee-City and Grantee-City's successors and assigns against every person whomsoever lawfully claiming or to claim the Easement or any part of the Easement.

Terms and Conditions: The following terms and conditions apply to the Easement:

1. *Reserved Rights:* Grantor reserves the right to enter upon and use any portion of the Easement Tract, and the right to convey to others the right to use all or part of the Easement Tract in conjunction with Grantee-City, as long as such use and conveyance are subject to the terms of this agreement and do not interfere with the use of the Easement Tract by Grantee-City for the Easement Purpose.

2. *Grantee-City Obligations:* Grantee-City shall be obligated, and agrees to:
 - a. Maintain the Easement Tract free of debris and litter, and shall have the right to eliminate any encroachments in the Easement Tract that interfere in any material way or are inconsistent with the Easement Purpose;
 - b. Restore or replace to a good and functioning condition, as determined by the Grantee-City in its reasonable discretion, improvements which have been removed, relocated, altered, damaged, or destroyed as a result of Grantee-City's use of the Easement Tract; and
 - c. Restore the Easement Tract to its original physical condition in the event of termination of the Easement.
3. *No Public Access:* The Easement shall not be used for, nor designated by the Grantee-City for, public access use. The Easement is restricted for use solely by the Grantee-City for the purpose of access to the metal billboard sign located on the dominant estate property, and inscribed "*Johnson City Home Town of Lyndon B. Johnson*", hereinafter "Welcome Sign", for the installation, construction, operation, use maintenance, repair, modification, upgrade, monitoring, inspecting, replacement and removal, if necessary, of the Welcome Sign by the City.
4. *Non-Permitted Activity:*
 - a. The installation, construction, operation, use, maintenance, repair, modification, upgrade, and replacement of any structure, building, retaining wall, fence, driveway, road, or other improvement or permanent obstruction, other than modifications or reconstruction to the or construction of a Welcome Sign, is not permitted on the Easement Tract without Grantor consent and approval.
 - b. No hazardous waste shall be placed on the Easement Tract.
5. *Indemnity:* Grantee-City shall be responsible for use of the Easement Tract under the terms of the Easement. Grantee-City agrees to, and shall indemnify, defend, and hold harmless the Grantor, to the extent allowed by law, against all claims, suits, demands, judgments, expenses, including attorney's fees, or other liability for personal injury, death, or damage to any person or property which arises from or in any manner results from the wrongful or negligent act or omission in the use of the Easement by the Grantee-City, its agents, employees or contractors.
6. *Notice:* Notice required shall be in writing and delivered by personal delivery or by first-class mail addressed to the appropriate party at the addresses noted herein. Notice by mail is effective three days after deposit with the U.S. Mail, or other mail service.
7. *Recordation.* This Agreement shall be filed and recorded at the Blanco County Deed Records.

Exhibits; Attachments: The following exhibits and attachments are incorporated fully herein for all intents and purposes:

- 1) Exhibit A: Survey of Easement Tract.
- 2) Attachments: Signature Pages of Grantor and Grantee-City (2).

The terms and conditions of this Easement are **AGREED TO**, and executed by the Parties, on the dates indicated herein.

Signature Pages attached.

Grantor Signature Page

Grantor: _____

By: _____

Printed Name: _____

Date: _____

Acknowledgment

State of Texas §
 §
County of Blanco §

Before me, the undersigned notary, on this day personally appeared **GRANTOR** _____, _____ of _____, known to me through valid identification to be the person whose name is subscribed to the preceding instrument and acknowledged to me that the person executed the instrument in the person's official capacity for the purposes and consideration expressed in the instrument.

Sworn and subscribed before me this the _____ day of _____, 20_____.

SEAL

Notary Public

Grantee-City Signature Page

Grantee-City: **City of Johnson City**

By: _____

Printed Name: Rhonda Stell, Mayor

Date: _____

Acknowledgment

State of Texas §
 §
County of Blanco §

Before me, the undersigned notary, on this day personally appeared **GRANTEE-CITY, CITY OF JOHNSON CITY**, by and through its authorized representative, **RHONDA STELL**, Mayor, known to me through valid identification to be the person whose name is subscribed to the preceding instrument and acknowledged to me that the person executed the instrument in the person's official capacity for the purposes and consideration expressed in the instrument.

Sworn and subscribed before me this the _____ day of _____, 20_____.

SEAL

Notary Public

**Survey of Easement
Legal Description and Map**

LEGAL DESCRIPTION: Being 0.017 acres of land out of the Joseph Duel Survey No. 172, Abstract No. 147 in Blanco County, Texas and being a portion of that certain 5.533 acre tract described in Volume 144, Page 595 of the Deed Records of said Blanco County, Texas; Said 0.017 acre tract being more particularly described as follows and as surveyed under the supervision of Cross Texas Land Services Inc in October 2021:

BEGINNING at a point in the northeast line of U. S. Highway No. 281 & 290 and the southwest line of said 5.533 acre tract for the northwest corner hereof and from which a ½" iron rod found for the west corner of said 5.533 acre tract and the south corner of that certain 1.126 acre tract described in Volume 123, Page 692 of said Deed Records bears North 39°13'05" West a distance of 298.6 feet and a 60d nail found for a corner of said 5.533 acre tract and said Highway bears North 48°52'44" West a distance of 89.66 feet;

THENCE crossing said 5.533 acre tract, the following 3 courses:

1. North 71°03'36" East a distance of 42.02 feet to a point for the northeast corner hereof and from which the most easterly sign post found bears South 26°03'36" East a distance of 14.14 feet;
2. South 18°56'24" East a distance of 20.00 feet to a point for the southeast corner hereof and from which a 3" pipe fence corner post found bears South 47°10'24" East a distance of 144.96 feet bears South 26°03'36" East a distance of 14.14 feet;
3. South 71°03'36" West a distance of 30.50 feet to a point in the northeast line of said Highway and the southwest line of said 5.533 acre tract for the southwest corner hereof and from which a ½" iron rod found for a corner of said 5.533 acre tract bears South 54°06'17" East a distance of 109.49 feet and the most westerly sign post found bears North 40°44'00" West a distance of 10.77 feet;

THENCE North 48°52'44" West a distance of 23.08 feet along northeast line of said Highway and the southwest line of said 5.533 acre tract to the **POINT OF BEGINNING** containing 0.017 acres more or less, and as shown hereon.

Note: Bearings, distances and acreage shown hereon are NAD 83, Texas Central Zone and are derived from GPS techniques. Iron Rod set are 1/2 inch rod with plastic caps marked "CTLS".

(1.126 ACRES)
123/692 B.C.D.R.



LINE	BEARING	DISTANCE
L-1	N 71°03'36" E	42.02'
L-2	S 18°56'24" E	20.00'
L-3	S 71°03'36" W	30.50'
L-4	N 48°52'44" W	23.08'

(5.533 ACRES)
144/595 B.C.D.R.

U.S. HIGHWAY 281/290

NOTICE:
I, the undersigned, a licensed professional land surveyor, certify that I have personally surveyed the above described land, and that the same is in accordance with the laws of the State of Texas, and that I am duly qualified to practice my profession in this State. My commission expires on the 31st day of December, 2018.
I, the undersigned, a licensed professional land surveyor, certify that I have personally surveyed the above described land, and that the same is in accordance with the laws of the State of Texas, and that I am duly qualified to practice my profession in this State. My commission expires on the 31st day of December, 2018.



THE UNDERSIGNED HAS REVIEWED THE RECORDS OF THE PUBLIC UTILITY COMMISSION AND HAS DETERMINED THAT THE RECORDS OF THE PUBLIC UTILITY COMMISSION DO NOT CONTRADICT THE INFORMATION CONTAINED HEREIN.
I, the undersigned, a licensed professional land surveyor, certify that I have personally surveyed the above described land, and that the same is in accordance with the laws of the State of Texas, and that I am duly qualified to practice my profession in this State. My commission expires on the 31st day of December, 2018.

CTL
CUTLER TRACY LUTKE, INC.
7118 WESTLAK DRIVE, AUSTIN, TEXAS 78746
512.942.2678
www.cuttersurveyors.com

LEGAL DESCRIPTION: BEING 0.017 ACRES OF LAND OUT OF THE JOSEPH DUEL SURVEY NO. 172, ABSTRACT NO. 147 IN BLANCO COUNTY, TEXAS AND BEING A PORTION OF THAT CERTAIN 5.533 ACRE TRACT DESCRIBED IN VOLUME 144, PAGE 595 OF THE DEED RECORDS OF SAID BLANCO COUNTY, TEXAS; SAID 0.017 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF CROSS TEXAS LAND SERVICES INC. IN OCTOBER 2021:

BEGINNING AT A POINT IN THE NORTHEAST LINE OF U.S. HIGHWAY NO. 281 & 290 AND THE SOUTHWEST LINE OF SAID 5.533 ACRE TRACT FOR THE NORTHWEST CORNER HEREOF AND FROM WHICH A 1/2" IRON ROD FOUND FOR THE WEST CORNER OF SAID 5.533 ACRE TRACT AND THE SOUTH CORNER OF THAT CERTAIN 1.126 ACRE TRACT DESCRIBED IN VOLUME 123, PAGE 692 OF SAID DEED RECORDS BEARS NORTH 39°13'05" WEST A DISTANCE OF 298.6 FEET AND A 60D NAIL FOUND FOR A CORNER OF SAID 5.533 ACRE TRACT AND SAID HIGHWAY BEARS NORTH 48°52'44" WEST A DISTANCE OF 89.66 FEET;

THENCE CROSSING SAID 5.533 ACRE TRACT, THE FOLLOWING 3 COURSES:

1. NORTH 71°03'36" EAST A DISTANCE OF 42.02 FEET TO A POINT FOR THE NORTHEAST CORNER HEREOF AND FROM WHICH THE MOST EASTERLY SIGN POST FOUND BEARS SOUTH 26°03'36" EAST A DISTANCE OF 14.14 FEET;
2. SOUTH 18°56'24" EAST A DISTANCE OF 20.00 FEET TO A POINT FOR THE SOUTHEAST CORNER HEREOF AND FROM WHICH A 3" PIPE FENCE CORNER POST FOUND BEARS SOUTH 47°10'24" EAST A DISTANCE OF 144.96 FEET BEARS SOUTH 26°03'36" EAST A DISTANCE OF 14.14 FEET;
3. SOUTH 71°03'36" WEST A DISTANCE OF 30.50 FEET TO A POINT IN THE NORTHEAST LINE OF SAID HIGHWAY AND THE SOUTHWEST LINE OF SAID 5.533 ACRE TRACT FOR THE SOUTHWEST CORNER HEREOF AND FROM WHICH A 1/2" IRON ROD FOUND FOR A CORNER OF SAID 5.533 ACRE TRACT BEARS SOUTH 54°06'17" EAST A DISTANCE OF 109.49 FEET AND THE MOST WESTERLY SIGN POST FOUND BEARS NORTH 48°52'44" WEST A DISTANCE OF 10.77 FEET;

THENCE NORTH 48°52'44" WEST A DISTANCE OF 23.08 FEET ALONG NORTHEAST LINE OF SAID HIGHWAY AND THE SOUTHWEST LINE OF SAID 5.533 ACRE TRACT TO THE POINT OF BEGINNING CONTAINING 0.017 ACRES MORE OR LESS, AND AS SHOWN HEREOF.

REFERENCE: CITY OF JOHNSON CITY
NAME OF SURVEY - BOUNDARY
LEGAL DESCRIPTION
DATE OF SURVEY: 10/21/2021
JOB NO. 21-18118
SHEET NO. 1 OF 1

LEGEND

BOUNDARY LINE
ADJACENT LINE
TOWNSHIP LINE
RANGE LINE
SECTION LINE
WATER METER
WATER WELL
DRAINAGE STRUCTURE
ELECTRIC METER
ELECTRIC METER

IRON ROD FOUND
PIPE FENCE CORNER POST FOUND
NAIL FOUND
WATER METER
WATER WELL
DRAINAGE STRUCTURE
ELECTRIC METER
ELECTRIC METER

BLANK COUNTY OFFICIAL PUBLIC RECORDS
BLANCO COUNTY OFFICIAL PUBLIC RECORDS
BLANCO COUNTY OFFICIAL PUBLIC RECORDS