

constructing, placing, operating, maintaining, reconstructing, replacing, rebuilding, upgrading, renewing, removing, inspecting, patrolling, changing, modifying, or repairing of the PROJECT, or any part of the PROJECT, in the EASEMENT PROPERTY.

GRANTEE shall have the right of ingress and egress at all times upon and across the EASEMENT PROPERTY for the above stated purposes. In the event that immediate access to the EASEMENT PROPERTY is not reasonably available over the EASEMENT PROPERTY, and only in that event, then GRANTEE shall have the right of ingress and egress over existing roads across the adjacent or remainder property of GRANTOR for the purpose of obtaining such access. In the event that such access is not reasonably available over the EASEMENT PROPERTY and not available over existing roads, and only in that event, GRANTEE shall have the right of reasonable ingress and egress over the adjacent property of GRANTOR along any route that is reasonable and appropriate under the circumstances then existing in order to obtain such access. GRANTEE shall have the right to install and maintain appropriate gates along and in any fence, as necessary or appropriate for the exercise of GRANTEE's right of ingress and egress on the EASEMENT PROPERTY or adjacent property of GRANTOR.

GRANTEE shall have the right to license, permit or otherwise agree to the joint use or occupancy of the EASEMENT PROPERTY by any other person or entity for the purposes set out herein.

GRANTOR agrees that GRANTOR shall not place any structure or materials in or on the EASEMENT PROPERTY that may endanger or may interfere with the safe, efficient, or convenient operation, or maintenance of the PROJECT or the rights of ingress and egress granted herein. GRANTOR, its successors or assigns, shall not place or store any material upon, or cover, bury, pave over, or otherwise obstruct, any clean out, valve, meter, or manhole located within the EASEMENT PROPERTY. GRANTOR shall not plant trees or shrubs of any kind within the boundaries of the EASEMENT PROPERTY. In the event that GRANTOR shall place any unpermitted structure or materials within the boundaries of the EASEMENT PROPERTY and fails to remove same within ten (10) days of receipt of written notice delivered certified mail, return receipt requested by GRANTEE, GRANTEE shall have the right, but not the obligation, to remove such structure or material. In the event, GRANTEE removes such unpermitted structure or materials from the EASEMENT PROPERTY, GRANTOR shall reimburse GRANTEE for any and all costs connected with such removal including, but not limited to, contractors' fees, equipment costs, and notification costs, within thirty (30) days after receipt of written notice of such costs from GRANTEE.

In the event GRANTEE shall be required to cut or go through any of the fences of GRANTOR in laying the proposed pipeline, it is agreed that prior to cutting any such fences, GRANTEE shall first brace the existing fence adequately on each side of the proposed cut, so that when the fence is cut there will be no slackening of the wires.

If GRANTEE shall elect to maintain an opening in any of the fences of GRANTOR during the construction of said pipeline, GRANTEE shall be obligated to install a good and substantial wire gap capable of turning cattle from such opening, and GRANTEE shall keep such gap securely closed at all times when not in actual use; and upon the completion of the construction of said pipeline, GRANTEE shall close all openings and shall restore such fences to their condition as existed prior to construction, or GRANTEE may install gates in fences where the EASEMENT PROPERTY crosses any fence line. GRANTEE may install a gate on any existing or future fences located on the EASEMENT PROPERTY. Such gates shall be provided with "H" braces. Gates shall be maintained by GRANTEE and be capable of turning livestock. GRANTEE shall keep such gates securely closed when not in actual use. GRANTOR and GRANTEE each shall furnish separately keyed locks for all locked gates, and locks shall be separated by no fewer than three links of chain so as not to mistakenly or in error, lock out either GRANTOR from its property or GRANTEE from its EASEMENT PROPERTY.

All fence related work will be done in a good and workmanlike manner. GRANTEE will make reasonable efforts to use like posts, wire and gates in order to match GRANTOR's existing posts, wire and gates.

GRANTOR shall have the right to use the surface of the EASEMENT PROPERTY, subject to the restrictions set out herein, so long as such use does not interfere with the PROJECT. The easement, rights, and privileges conveyed by this conveyance are nonexclusive, and GRANTOR reserves and retains the right to convey similar rights and easements to such other persons as GRANTOR may deem proper. However, notwithstanding anything to the contrary herein, any such conveyance of similar rights and easements within the EASEMENT PROPERTY to such other persons as GRANTOR may deem proper shall be subject to the written approval of GRANTEE.

GRANTOR may not pave over any part of the EASEMENT PROPERTY without the approval of GRANTEE. If GRANTOR desires to pave over any part of the EASEMENT PROPERTY, GRANTOR shall submit the plans and specifications for the paving to GRANTEE for approval, which approval will not be unreasonably withheld.

GRANTOR may not tap into or use water from the water pipeline(s) constructed in the EASEMENT PROPERTY.

GRANTEE agrees that upon completion of construction of the PROJECT, all surplus excavation, debris, trash, or litter resulting from construction shall be cleaned up and disposed of off GRANTOR's property. GRANTEE at all times after completing any work in connection with the construction will restore the surface of the EASEMENT PROPERTY, as soon as practicable, to the condition in which the EASEMENT PROPERTY was found immediately before such work was undertaken; however, GRANTOR understands and agrees that vegetation cleared from the EASEMENT PROPERTY will not be replaced.

It is understood and agreed that the CONSIDERATION herein paid includes payment for all damages for the initial construction and ordinary operation and maintenance of the PROJECT but does not include damages, if any, to GRANTOR's remainder property which may occur in the future after the original construction of the PROJECT, directly resulting from the reconstruction or repair of the PROJECT. GRANTEE shall not be liable for damages caused by keeping the EASEMENT PROPERTY clear of trees, undergrowth, brush, structures, or other obstructions. All parts of the PROJECT installed on the EASEMENT PROPERTY shall remain the exclusive property of GRANTEE.

GRANTOR expressly reserves all oil, gas, and other minerals owned by GRANTOR, in, on, and under the EASEMENT PROPERTY, provided that GRANTOR shall not be permitted to drill or excavate for minerals on the surface of the EASEMENT PROPERTY, but GRANTOR may extract oil, gas, or other minerals from and under the EASEMENT PROPERTY by directional drilling or other means which do not interfere with or disturb GRANTEE's use of the EASEMENT PROPERTY.

The rights granted to GRANTEE in this EASEMENT shall be and are assignable in whole or in part. This instrument, and the terms and conditions contained herein, shall inure to the benefit of and be binding upon GRANTEE and GRANTOR, and their heirs, successors, and assigns.

GRANTOR warrants and shall forever defend the easement to GRANTEE against anyone lawfully claiming or to claim the easement or any part thereof.

When the context requires, singular nouns and pronouns include the plural. When appropriate, the term "GRANTEE" includes the employees, agents, subsidiaries, officers, servants, contractors, successors and assigns of GRANTEE.

This instrument may be executed in duplicate originals, and each counterpart shall be deemed an original and all such counterparts together shall constitute one and the same instrument.

Signed to be effective the ____ day of July 2017.

GRANTOR:

CITY OF CORPUS CHRISTI

By: _____

Name: Valerie H. Gray, P.E.

Title: Executive Director, Public Works

Approved as to form: 5/23/17

Heather Aleman-Rueda

Assistant City Attorney
For City Attorney

GRANTEE:

SAN PATRICIO MUNICIPAL WATER DISTRICT

By: Brian Williams

Brian Williams, Manager/District Engineer

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF NUECES §

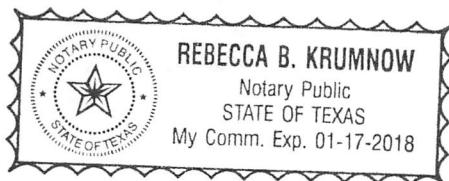
This instrument was acknowledged before me on the _____ day of July, 2017, by
Valerie H. Gray, P.E., Exec. Director Public Works of **CITY OF CORPUS CHRISTI**, a municipal corporation.

Notary Public, State of Texas

Typed or Printed Name
My Commission Expires: _____

STATE OF TEXAS §
 §
COUNTY OF SAN PATRICIO §

This instrument was acknowledged before me on the 24 day of May, 2017 by
Brian Williams, Manager/District Engineer of **SAN PATRICIO MUNICIPAL WATER DISTRICT**, a
conservation and reclamation district and political subdivision of the State of Texas duly created by the State of
Texas pursuant to Article 16, Section 59, Texas Constitution on behalf of that District.



Rebecca B. Krumnow
Notary Public, State of Texas

Rebecca B. Krumnow
Typed or Printed Name

AFTER RECORDING RETURN TO:

R. Bryan Stone
Upton, Mickits & Heymann, L.L.P.
Frost Bank Plaza
802 North Carancahua, Suite 450
Corpus Christi, Texas 78401

EXHIBIT A

STATE OF TEXAS COUNTY OF SAN PATRICIO

Field Notes of a 0.086 acre Permanent Easement, being out of the 11.001 acre City of Corpus Christi, Tract 3B, as described in a deed recorded in Document No. 539670, Deed Records San Patricio County, Texas. Said 0.086 acre Permanent Easement also being out of the J. H. W. Ottman Survey, Abstract – 213, San Patricio County, Texas. Said 0.086 acre utility easement being more particularly described as follows:

BEGINNING at a point for the northeast corner of a 11.001 acre City of Corpus Christi called Tract 3B, and described in a deed recorded in Document No. 539670, Deed Records San Patricio County, Texas, for the southwest corner of the tract called Tract 3C in the said deed to City of Corpus Christi, and for the northwest corner of the 46.117 acre Coastal Ben Bays & Estuaries Program, Inc. called Tract 9, as described in a deed recorded in Document No. 518347, Deed Records San Patricio County, Texas, and for the east corner of this easement.

THENCE with the southeast boundary of said Tract 3B, South $53^{\circ}51'27''$ West, a distance 25.00 feet to a point in the southeast boundary of said Tract 3B, for the south corner of this easement.

THENCE North $36^{\circ}37'46''$ West, a distance of 150.02 feet to a point in the southeast boundary of Tract 7, being described in said deed recorded in Document No. 518347, and for the west corner of this easement.

THENCE with the southeast boundary of said Tract 7, North $53^{\circ}51'29''$ East, a distance of 25.00 feet to a point for the southwest corner of the said Tract 3C, and for the north corner of this easement.

THENCE South $36^{\circ}37'48''$ East, a distance of 150.02 feet to the **POINT of BEGINNING**, and containing 0.086 acres of land, more or less.

Notes:

- 1.) Bearings are based on Global Positioning System NAD 83 (93) 4205 Datum.
- 2.) A Map of equal date accompanies this Metes and Bounds description.

I, Ronald E. Brister do hereby certify that this survey of the property legally described herein is correct to the best of my knowledge and belief.

Ronald E. Brister

Ronald E. Brister, RPLS No. 5407

Date: December 3, 2015.



Job No. 151729

**STATE OF TEXAS
COUNTY OF SAN PATRICIO**

Field Notes of a 0.121 acre Construction Easement, being out of the 11.001 acre City of Corpus Christi, Tract 3B, as described in a deed recorded in Document No. 539670, Deed Records San Patricio County, Texas. Said 0.121 acre Construction Easement also being out of the J. H. W. Ottman Survey, Abstract – 213, San Patricio County, Texas. Said 0.121 acre utility easement being more particularly described as follows:

COMMENCING at a point for the northeast corner of a 11.001 acre City of Corpus Christi called Tract 3B, and described in a deed recorded in Document No. 539670, Deed Records San Patricio County, Texas, for the southwest corner of the tract called Tract 3C in the said deed to City of Corpus Christi, and for the northwest corner of the 46.117 acre Coastal Ben Bays & Estuaries Program, Inc. called Tract 9, as described in a deed recorded in Document No. 518347, Deed Records San Patricio County, Texas, **THENCE** with the southeast boundary of said Tract 3B, South 53°51'27" West, a distance 25.00 feet to a point in the southeast boundary of said Tract 3B, for the south corner of the permanent easement, for the east corner of this easement, and for the **POINT of BEGINNING**.

THENCE with the southeast boundary of said Tract 3B, South 53°51'27" West, a distance 35.00 feet to a point in the southeast boundary of said Tract 3B, for the south corner of the permanent easement

THENCE North 36°37'46" West, a distance of 150.02 feet to a point in the southeast boundary of Tract 7, being described in said deed recorded in Document No. 518347, and for the west corner of this easement.

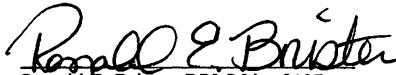
THENCE with the southeast boundary of said Tract 7, North 53°51'29" East, a distance of 35.00 feet to a point for the west corner of the said permanent easement, and for the north corner of this easement.

THENCE South 36°37'48" East, a distance of 150.02 feet to the **POINT of BEGINNING**, and containing 0.121 acres of land, more or less.

Notes:

- 1.) Bearings are based on Global Positioning System NAD 83 (93) 4205 Datum.
- 2.) A Map of equal date accompanies this Metes and Bounds description.

I, Ronald E. Brister do hereby certify that this survey of the property legally described herein is correct to the best of my knowledge and belief.



Ronald E. Brister, RPLS No. 5407

Date: December 3, 2015.



Job No. 151729

**EXHIBIT B
SURVEY OF**

A 0.086 ACRE PERMANENT EASEMENT, BEING OUT OF THE 11.001 ACRE CITY OF CORPUS CHRISTI, TRACT 3B, AS DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 539670, DEED RECORDS SAN PATRICIO COUNTY, TEXAS. SAID 0.086 ACRE PERMANENT EASEMENT ALSO BEING OUT OF THE J. H. W. OTTMAN SURVEY, ABSTRACT - 213, SAN PATRICIO COUNTY, TEXAS.



SCALE 1" = 25'

COASTAL BEND BAYS &
ESTUARIES PROGRAM, INC.
TRACT 7 - 15.797 ACRES
S.P.C.C.F. NO. 518347
APRIL 22, 2003

COASTAL BEND BAYS &
ESTUARIES PROGRAM, INC.
TRACT 8B - 1.879 ACRES
S.P.C.C.F. NO. 518347
APRIL 22, 2003

CITY OF CORPUS CHRISTI
EXHIBIT "E" - TRACT 3B - 11.001 ACRES
S.P.C.C.F. NO. 539670
DECEMBER 21, 2004

CITY OF CORPUS CHRISTI
EXHIBIT "F" - TRACT 3C - 8.646 ACRES
S.P.C.C.F. NO. 539670
DECEMBER 21, 2004

CONSTRUCTION
EASEMENT
0.121 ACRES
5,250 S.F.

PERMANENT
EASEMENT
0.086 ACRES
3,750 S.F.

N36°37'46"W 150.02'

S36°37'48"E 150.02'

N53°51'29"E
25.00'

S53°51'27"W
25.00'

P.O.B.

COASTAL BEND BAYS &
ESTUARIES PROGRAM, INC.
1264.96 ACRES
S.P.C.C.F. NO. 518346
APRIL 22, 2003

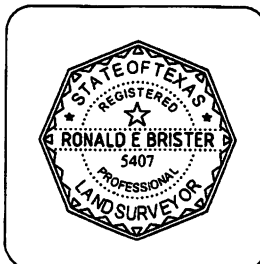
COASTAL BEND BAYS &
ESTUARIES PROGRAM, INC.
TRACT 9 - 46.117 ACRES
S.P.C.C.F. NO. 518347
APRIL 22, 2003

● = POINT



Brister Surveying

4659 Everhart Suite 100
Corpus Christi, Texas 78411
Off 361-850-1800
Fax 361-850-1802
Bristersurveying@corpus.iwebc.com
Firm Registration No. 10072800



NOTES:

- 1.) TOTAL SURVEYED AREA IS 0.086 ACRES.
- 2.) MEASURED BEARINGS ARE BASED ON GLOBAL POSITIONING SYSTEM NAD 83 (93) 4205 DATUM.
- 3.) A METES AND BOUNDS DESCRIPTION OF EQUAL DATE ACCOMPANIES THIS SURVEY.

THIS SURVEY DOES NOT INCLUDE THE RESEARCH, INVESTIGATION, OR LOCATIONS OF ALL SERVITUDES, EASEMENTS, RIGHT OF WAYS, OR UTILITIES ON THIS PROPERTY.

I, RONALD E. BRISTER DO HEREBY CERTIFY THAT THIS SURVEY OF THE PROPERTY LEGALLY DESCRIBED HEREIN IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Ronald E. Brister
RONALD E. BRISTER R.P.L.S. NO. 5407

SURVEY DATE DECEMBER 3, 2015

JOB NO. 151729