

**SOUTHWESTERN BELL TELEPHONE, L.P.**  
**EASEMENT FOR UNDERGROUND TELECOMMUNICATIONS FACILITIES**

THE STATE OF TEXAS     §  
                                      §  
COUNTY OF NUECES     §

KNOW ALL PERSONS BY THESE PRESENTS:

THAT THIS EASEMENT AGREEMENT, entered into by the undersigned, **CITY OF CORPUS CHRISTI**, [hereinafter referred to as "GRANTOR" (whether one or more)], and **SOUTHWESTERN BELL TELEPHONE, L.P.**, 14575 Presidio Square, Room 230, Houston, TX 77083, (hereinafter referred to as "GRANTEE"); wherein GRANTOR, in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS, and other good and valuable consideration, receipt of which is hereby acknowledged, does by these presents, GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM unto GRANTEE, its associated and allied companies, its and their respective successors and assigns (hereinafter collectively referred to as "GRANTEE"), a permanent easement (hereinafter referred to as the "easement") for the purposes hereinafter set forth, upon, across, over, under and within a tract of land described in Exhibit "A", and shown on Exhibit "B", said exhibits attached hereto and incorporated herein by reference for all purposes. The easement granted herein occupies part of GRANTOR's property located in Nueces County, Texas (hereinafter referred to as the "Property"), and described as follows:

Being a tract of land containing 0.2801 acre (12,203 square feet) situated in the J.M. Bargas Survey, A-17 in Nueces County, Texas being all of the residue of a called eight (8) acre tract as conveyed unto the City of Corpus Christi by deed recorded in Volume 219, Page 317 of the Deed Records of Nueces County, Texas and also being all of a called 3.07 acre tract as conveyed unto the City of Corpus Christi by deed recorded in Volume 219, Page 319 of the Deed Records of Corpus Christi, Texas.

It is distinctly understood that this agreement does not constitute a conveyance of the Property, nor of the minerals therein and thereunder, but grants only a right-of-way and easement subject to the following:

(a) GRANTEE hereby agrees to defend, indemnify and hold harmless the GRANTOR from and against any and all claims, demands, or causes of action of whatever nature, asserted by others which are caused by or arise in any manner out of acts or omissions of GRANTEE in the use and occupancy of the easement herein granted by GRANTEE, its employees, contractors or any other persons acting under its control.

(b) The right-of-way and easement granted hereby is subject to all, if any, valid and subsisting oil, gas, sulphur, and mineral lease or leases, unitization agreements, deeds, easements, rights-of-way, restrictive covenants, mineral and royalty grants and reservations, or other instruments now of record in the appropriate records of Nueces County, Texas which affect the easement.

(c) This easement is granted for the specific purposes of permitting GRANTEE to construct, operate, place, maintain, lay, inspect, protect, repair, alter, substitute, relocate, replace, and remove such underground electrical and telephone, telegraph, signal and other telecommunications systems and lines, circuits, and conduits, together with such other underground appurtenances thereto, as GRANTEE, its successors and assigns, may from time to time require upon, across, over, under and within said easement; the right of pedestrian and vehicular ingress to and egress from the surface of the easement utilizing the surface of easement,.

(d) GRANTEE shall not have the right to construct, build, install, maintain, have, or permit any above ground structures, facilities, apparatus, lines, installations, equipment, or appurtenances to any thereof, of any kind or character, on the surface of the easement hereby granted, except necessary route markers or signs.

(e) GRANTOR, its successors and assigns, shall have the right to use the surface and subsurface of the easement herein granted insofar as such use does not impair, interfere with or obstruct the use of the easement by GRANTEE, or its successors and assigns. GRANTOR shall have the right to dedicate, construct, operate, place, maintain, lay, inspect, protect, repair, alter, substitute, relocate, replace, and remove (i) roads, streets, sidewalks, and parking lots over, across, and along the easement herein granted, and (ii) electric, gas, and water lines or drainage structures, and public utility facilities across and through, and along, the easement herein granted, and such activities shall not constitute interference with said easement and the rights conveyed hereby, so long as such improvements do not impair, interfere with or obstruct GRANTEE'S use of the easement for the purposes set forth herein.

(f) GRANTOR may require GRANTEE, at GRANTEE'S expense, to remove, lower or relocate GRANTEE'S telecommunications facilities situated in the Easement in the event the same materially interferes with or will materially interfere with (1) development of GRANTOR'S property; (2) any facility modifications or additions of GRANTOR; (3) any road or proposed road; or (4) any operation or proposed operation of GRANTOR.

(g) Subject to the rights granted to GRANTEE as set forth herein, after the construction of GRANTEE'S telecommunications facilities and also after any later operation done or caused to be done by GRANTEE which affects GRANTOR'S Property or any part thereof, GRANTEE shall promptly restore the surface grade affected thereby to as nearly as practicable the same condition it was prior to such operations. GRANTEE shall pay GRANTOR for any damages caused by GRANTEE, its employees or persons acting under its control, during such operations.

(h) GRANTOR warrants that they are the owner of the Property occupied by the easement herein granted, and that they have the right to make this conveyance and receive the consideration therefor. GRANTOR covenants that GRANTEE, its successors and assigns, may quietly enjoy the easement for the uses herein stated. In addition, GRANTOR hereby warrants and represents they have no knowledge of the existence of past or present production, storage, treatment or disposal of any toxic or hazardous waste or substance, or of hazardous/toxic waste contamination conditions applicable to the easement or GRANTOR's Property described herein, including but not limited to "hazardous substances" or "toxic substances" as defined by the Comprehensive Environment Resource Compensation and Liability Act of 1980, as amended, and the Hazardous Material

Transportation Act, as amended and any contamination contributed by GRANTEE shall be removed forthwith by GRANTEE, and shall be solely liable thereof.

GRANTOR does hereby additionally GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM unto GRANTEE, its associated and allied companies, its and their respective successors and assigns, a temporary construction easement 30 feet wide for GRANTEE'S use in constructing its electrical and telecommunications systems and lines as set forth above, and all appurtenances thereto, upon, over, across, under and within a tract of land located of and adjacent to the permanent easement described in Exhibit "A" and shown on Exhibit "B" attached hereto. The herein granted temporary construction easement shall terminate sixty (60) days after the commencement of the construction and installation of GRANTEE'S telecommunications facilities into the permanent easement described herein. The easement and the temporary construction easement are hereinafter collectively referred to as the "easements".

TO HAVE AND TO HOLD the herein described easements, together with all and singular the rights and appurtenances thereto belonging, unto GRANTEE, its successors and assigns, forever, and GRANTOR does hereby bind themselves, and their heirs and assigns, to warrant and forever defend all and singular the easements unto GRANTEE and its successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

SIGNED AND EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**CITY OF CORPUS CHRISTI**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ACKNOWLEDGEMENT

THE STATE OF TEXAS

COUNTY OF NUECES \_\_\_\_\_


§  
§  
§  
§  
§

This instrument was acknowledged before me on the \_\_\_\_\_ day of May, 2019, by \_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_ of the City of Corpus Christi, a governmental entity.

\_\_\_\_\_  
NOTARY PUBLIC IN AND FOR  
SAID COUNTY

APPROVED AS TO LEGAL FORM, THIS 28 DAY OF May, 2019.

For THE CITY ATTORNEY

By   
Janet Whitehead, Assistant City Attorney  
CITY LEGAL DEPARTMENT

**After Recording, Please Return To:**  
**Mark Heidaker**  
**Property Acquisition Services, LLC.**  
**19855 Southwest Freeway, Suite 200**  
**Sugar Land, TX 77479**

## TELECOMMUNICATION FACILITIES EASEMENT

DESCRIPTION OF A TRACT OF LAND CONTAINING  
0.2801 ACRE (12,203 SQUARE FEET) SITUATED IN  
J.M. BARGAS SURVEY, A-17 IN NUECES COUNTY, TEXAS

Being a tract of land containing 0.2801 acre (12,203 square feet) situated in the J.M. Bargas Survey, A-17 in Nueces County, Texas, being all of the residue of a called eight (8) acre tract as conveyed unto the City of Corpus Christi by deed recorded in Volume 219, Page 317 of the Deed Records of Nueces County, Texas, and also being all of a called 3.07-acre tract as conveyed unto the City of Corpus Christi by deed recorded in Volume 219, Page 319 of the Deed Records of Corpus Christi, Texas, said 0.2801-acre tract being more particularly described by metes and bounds as follows:

**COMMENCING FOR REFERENCE** at found 5/8" iron rod located in the south line of the residue of a called 2-1/2-acre tract as conveyed unto Manuel G. Martinez and Petra G. Martinez by deed recorded in Volume 739, Page 1468 of the Deed Records of Nueces County, Texas, for the northwest corner of said 3.07-acre tract and for the northeast corner of Block 1, Lot 23 of Wilburn Addition, a subdivision plat recorded in Volume 7, Page 34 of the Map Records of Nueces County, Texas;

THENCE South  $01^{\circ} 41' 27''$  East with the west line of said 3.07-acre tract and the east line of said Lot 23, a distance of 67.96 feet to a set 5/8-inch iron rod with yellow cap stamped "Cobb Fendley & Associates" for the northwest corner of said tract herein described and for the **POINT OF BEGINNING**;

THENCE North  $85^{\circ} 20' 04''$  East at a distance of 167.41 feet passing the east line of said 3.07-acre tract and the west line of said eight (8)-acre tract, continuing at a distance of 261.95 feet passing the southerly line of Howard Street (60 feet wide) (no dedication found, as occupied), continuing for a total distance of 348.71 feet to a set 5/8-inch iron rod with yellow cap stamped "Cobb Fendley & Associates" located in the north line of said Howard Street and in a non-tangent curve to the left for a corner in the north line of said tract herein described;

THENCE in a southeasterly direction with the north line of said Howard Street and said non-tangent curve to the left whose radius is 44.39 and whose central angle is  $05^{\circ} 21' 50''$  (chord bears South  $86^{\circ} 52' 28''$  East, a distance of 4.15 feet ) for an arc length of 4.16 feet to a set 5/8-inch iron rod with yellow cap stamped "Cobb Fendley & Associates" for the point of tangency and for a corner in the north line of said tract herein described;

THENCE South  $89^{\circ} 33' 23''$  East continuing with the north line of said Howard Street, a distance of 256.58 feet to a found TxDOT brass disk located at the intersection of the north line of said Howard Street and the west right-of-way line of U.S. 286 (Crosstown Expressway) (width varies) and also located in the east line of said eight (8)-acre tract for the northeast corner of said tract herein described;



THENCE South 05° 43' 55" East with the east line of said eight (8)-acre tract, the east line of said Howard Street and the west right-of-way line of said U.S. 286, a distance of 20.12 feet to a set mag nail with washer stamped "Cobb Fendley Assoc." for the southeast corner of said tract herein described;

THENCE North 89° 33' 23" West, being parallel to and 20.00 feet south of the north line of said Howard Street, a distance of 264.17 feet to a set mag nail with washer stamped "Cobb Fendley Assoc." for a corner in the south line of said tract herein described;

THENCE South 85° 20' 04" West at a distance of 71.60 feet passing the south line of said Howard Street, continuing at a distance of 179.27 feet passing the west line of said eight (8)-acre tract and the east line of said 3.07-acre tract, continuing for a total distance of 346.68 feet to a set mag nail with washer stamped "Cobb Fendley Assoc." located in the west line of said 3.07-acre tract and the east right-of-way line of Howard Street (40 feet wide, Volume 7, Page 43, M.R.N.C.) for the southwest corner of said tract herein described;

THENCE North 01° 41' 27" West with the west line of said 3.07-acre tract and the east right-of-way line of said Howard Street, at a distance of 17.39 feet passing the southeast corner of said Lot 23, continuing with the west line of said 3.07-acre tract and the east line of said Lot 23 for a total distance of 20.03 to the **POINT OF BEGINNING** and containing 0.2801 acre (12,203 square feet) of land, more or less.

Notes:

1. All bearings shown hereon are referenced to the Texas Coordinate System, NAD83, South Zone (4205).
2. Square footage area shown is for information only and surveyor does not certify accuracy of survey to nearest square foot.
3. This metes and bounds description is referenced to a survey drawing prepared by Cobb, Fendley & Associates, Inc. dated April 4, 2019, titled "AT&T TELECOMMUNICATION FACILITIES EASEMENT SITUATED IN THE J.M. BARGAS SURVEY, A-17 IN NUECES COUNTY, TEXAS".

Cobb, Fendley & Associates, Inc.  
TBPLS Firm Registration No. 100467  
13430 NW Freeway, Suite 1100  
Houston, TX 77040  
Phone: 713-462-3242

Job Number 1814-056-01-02  
April 4, 2019

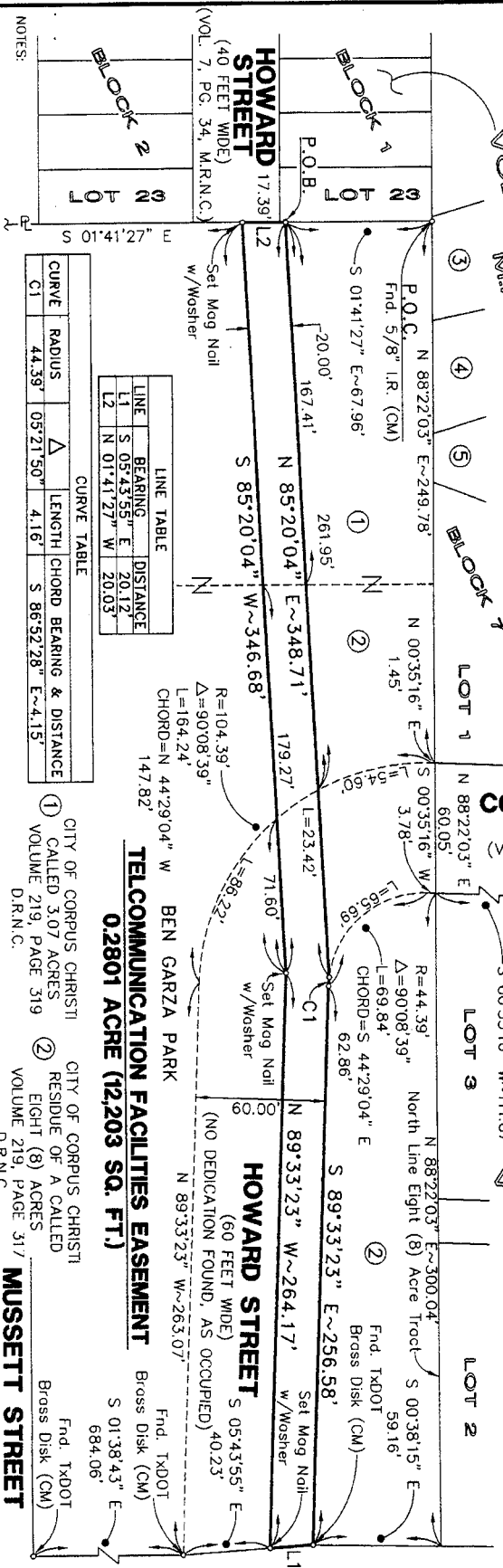
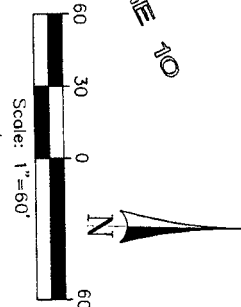


**J.M. BARGAS SURVEY**  
VOLUME 7, PAGE 34  
M.R.N.C.

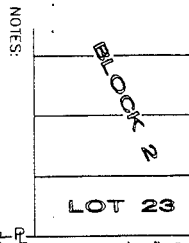
- ③ MANUEL G. MARTINEZ AND PETRA G. MARTINEZ  
RESIDUE OF 2-1/2 ACRES  
VOLUME 739, PAGE 1468  
D.R.N.C.
- ④ GLORIA YOLANDA GARZA RODRIGUEZ  
RESIDUE OF 2-1/2 ACRES  
VOLUME 1803, PAGE 952  
D.R.N.C.
- ⑤ ED & MABLE SANDERS  
RESIDUE OF 2-1/2 ACRES  
VOLUME 273, PAGE 967  
D.R.N.C.

**COKE STREET**  
(60 FEET WIDE)  
(VOLUME A, PAGE 10, M.R.N.C.)

**BLOCK 1 PAUL A. SURVEY**  
VOLUME 1, PAGE 10  
M.R.N.C.



**U.S. 286**  
**(CROSSTOWN EXPRESSWAY)**  
(WIDTH VARIES)



LINE	BEARING	DISTANCE
L1	S 05°43'55" E	20.12
L2	N 01°41'27" W	20.03

CURVE	RADIUS	Δ	LENGTH	CHORD	BEARING & DISTANCE
C1	44.39'	05°21'50"	4.16'	S 86°52'28" E	4.15'

CITY OF CORPUS CHRISTI  
CALLED 3.07 ACRES  
VOLUME 219, PAGE 319  
D.R.N.C.

CITY OF CORPUS CHRISTI  
RESIDUE OF A CALLED  
EIGHT (8) ACRES  
VOLUME 219, PAGE 317  
D.R.N.C.

**MUSSETT STREET**

**AT&T TELECOMMUNICATION FACILITIES EASEMENT**  
**SITUATED IN THE J.M. BARGAS SURVEY, A-17**  
**IN NUECES COUNTY, TEXAS**

LOCATIVE SURVEY WHICH SUBSTANTIALLY COMPLIES WITH TSPS CATEGORY 3, CONDITION II STANDARDS AND SPECIFICATIONS

Property Owner: **CITY OF CORPUS CHRISTI, TEXAS**

Address: **1815 Howard Street, Ben Garza Park**

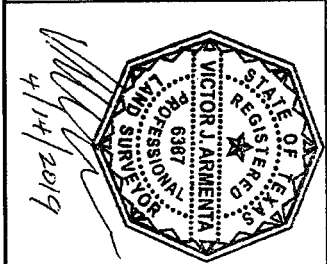
City: **Corpus Christi, Nueces County, Texas**

Scale: **1"=60'** Drawn By: **RC** FB # **3056**

Date: **4-04-2019** Job No. **1814-056-01-02**

**CobbFendley**  
13430 Northwest Freeway, Suite 1100  
Houston, Texas 77040  
713.462.3242 fax 713.462.3262  
www.cobbfendley.com

1814-056-01-02 0.2801 Acres AT&T Easement.dwg



4/14/2019

- NOTES:
1. 5/8-INCH IRON RODS WITH YELLOW CAP STAMPED "COBB, FENDLEY & ASSOCIATES" SET AT ALL TRACT CORNERS UNLESS NOTED OTHERWISE.
  2. ALL BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM, NAD83, SOUTH ZONE (4205). FOUND MONUMENTS MARKED "CM" WERE HELD FOR CONTROLLING MONUMENTS.
  3. ALL FIELD INFORMATION SHOWN HEREON IS BASED ON AN "ON-THE-GROUND" SURVEY PERFORMED IN DECEMBER, 2018.
  4. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT. SURVEYOR DID NOT RESEARCH SUBJECT PROPERTY. THERE MAY BE EASEMENTS AND/OR RESTRICTIVE COVENANTS OF RECORD AFFECTING THIS PROPERTY WHICH ARE NOT SHOWN HEREON.
  5. THIS SURVEY DRAWING IS REFERENCED TO A METES AND BOUNDS DESCRIPTION PREPARED BY COBB, FENDLEY & ASSOCIATES, INC. OF EVEN DATE.
  6. SQUARE FOOTAGE AREA SHOWN HEREON IS FOR INFORMATION ONLY AND SURVEYOR DOES NOT CERTIFY ACCURACY OF SURVEY TO NEAREST SQUARE FOOT.