

MUTUAL PERPETUAL ACCESS EASEMENT AGREEMENT

THIS MUTUAL PERPETUAL ACCESS/EASEMENT AGREEMENT ("Agreement") dated November 23, 2016, by and among the [REDACTED], a [REDACTED] corporation, (hereinafter referred to as "Grantor"), whose address is [REDACTED] and [REDACTED] [REDACTED] a [REDACTED] limited liability company, (hereinafter referred to as "Grantee"), whose address is [REDACTED]. As used herein, the term Grantor shall include any and all heirs, successors, or assigns of the Grantor and all subsequent owners of the "Property" and the term Grantee shall include any success or assigns of Grantee(s).

WHEREAS, Grantor is the fee simple owner of certain real property located at [REDACTED] [REDACTED], also known as [REDACTED] [REDACTED] City of Wichita Falls, Wichita County, Texas according to the Plat recorded in Volume [REDACTED], Page [REDACTED], Wichita County Plat Records and a portion of Right-of-Way from the former alignment of [REDACTED], as depicted on the attached Exhibit "A"; (the "Property")

WHEREAS, Grantor desires to grant an access easement across [REDACTED] as depicted and described on the attached Exhibit "A", to the current and future owners [REDACTED] [REDACTED] an Addition to the City of Wichita Falls, Wichita County, Texas according to the Plat recorded in Volume [REDACTED], Page [REDACTED], Wichita County Plat Records for the purpose of free and uninterrupted ingress and egress.

NOW, THEREFORE, in consideration of the mutual conditions as stated herein the parties agree as follows:

1. The above recitals are true and correct and are incorporated herein by reference.
2. Grantor grants to Grantee an exclusive mutual perpetual access easement for the purposes stated above. The Easement granted herein shall run with the land and be binding upon Grantor, its successors, and assigns forever.
3. This Agreement is binding upon the parties' hereto, their heirs, successors, and assigns.
4. The Agreement shall not be construed against the party who drafted the same as all parties to this Agreement have participated in the drafting of this Agreement.

[REDACTED] Maintenance of the Mutual Access Easement shall be done in accordance with the City standard and is the responsibility of the property owner (Grantee) of [REDACTED]
[REDACTED]

6. Nothing herein shall relieve the fee simple of all obligations as the fee simple titleholder to the Property.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in the same and attested by its duly authorized officers all as of the [REDACTED] day of November [REDACTED].

GRANTEE

By [REDACTED]
[REDACTED]

STATE OF TEXAS §
COUNTY OF WICHITA §

This instrument was executed and acknowledged before me on this _____ day of _____, 2016 by [REDACTED], a Texas limited liability company, on behalf of said company.

Notary Public, State of Texas

GRANTOR

By _____
Darron J. Leiker, City Manager

STATE OF TEXAS §
COUNTY OF WICHITA §

This instrument was executed and acknowledged before me this _____ day of _____, 2016, by Darron J. Leiker, City Manager for the City of Wichita Falls, a municipal corporation, on behalf of said city.

Notary Public, State of Texas

AFTER RECORDING RETURN TO:
PROPERTY MANAGEMENT DIVISION
P. O. BOX 1431
WICHITA FALLS, TEXAS 76307

EXHIBIT “A”

