

#16,144

FILED FOR RECORD  
at 3:20 o'clock P M  
MAY 26 2020  
JENNIFER LINDENZWEIG  
County Clerk, Hunt County, TX  
By *J. Lindenzweig*

## DRAINAGE EASEMENT AGREEMENT

THIS DRAINAGE EASEMENT AGREEMENT (the "Easement Agreement") is dated this \_\_\_\_\_ day of \_\_\_\_\_ 2020, by Oak Creek Country Club Inc., a Texas Non Profit Corporation d/b/a The Oaks Country Club ("Grantor"), and Park Place Luxury Apartments, LLC ("Grantee").

WHEREAS, Grantor is the Lessee of the property more particularly described on Exhibit "A" attached hereto and incorporated herein by reference ("Grantor Parcel") under that certain Lease Between Hunt County, Texas and Oak Creek Country Club executed May 13, 2009 and filed for record in Hunt County, Texas on May 14, 2009 as Document No. 2009-5856 (the "Grantor Property Lease");

WHEREAS, Grantee is the owner of the property more particularly described on Exhibit "B" attached hereto and incorporate herein by reference ("Grantee Parcel");

WHEREAS, Grantee desires to acquire an easement for the purpose of establishing a storm water drainage and appurtenant drainage system ("Drainage System") on and through that certain portion of the Grantor Parcel more particularly described and depicted on Exhibit "C" attached hereto and incorporated herein (the "Easement Property");

WHEREAS, Grantor desires use of storm water from Grantee's property and is willing to grant an easement to Grantee for the aforesaid purposes on the terms and conditions set forth hereinbelow; and

WHEREAS, pursuant to the Grantor Property Lease Grantor may not assign, sublet, encumber or otherwise transfer any right or interest in the Grantor Parcel without the written consent of Hunt County, Texas;

NOW, THEREFORE, for \$10.00 paid by Grantee to Grantor, the covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties' signature below, Grantor and Grantee agree as follows:

1. Grant of Easement. Grantor, subject to Hunt County's written consent hereinbelow, does hereby grant and convey unto Grantee, its successors, assigns, lessees, licensees and agents, an easement upon, under and through the Easement Property, for the sole purposes of establishment, instillation, use and maintenance of the Drainage System. Grantee shall also have the specific rights of ingress and egress, consistent with this Easement Agreement, for the establishment, instillation, use and maintenance of the Drainage System consistent with the terms hereof. Subject to the other terms and conditions of this Easement Agreement, Grantee agrees all that any and all ingress, egress and/or access to the Easement property and/or activities which disturb the Easement Property will be coordinated with Grantor and subject to Grantor's prior consent, such consent not to be unreasonably withheld, conditioned or delayed, so as to minimize any disruption to the Grantor Parcel and/or any business associated therewith or enjoyment thereof.

2. Unencumbered Title. Grantor warrants that to the best of Grantor's personal knowledge and belief, the Easement Property granted herein is granted free and clear of all liens and encumbrances other than those that may be described in the Grantor Property Lease.

3. Operation and Maintenance.

- a. The operation and maintenance of the Drainage System and the Easement Property shall be the responsibility of the Grantee. Grantee shall maintain the Drainage System and the Easement Property and keep the same in safe, good and working order in accordance with industry standards, to the reasonable satisfaction of the Grantor and in compliance with the Grantor Property Lease. The Grantor acknowledges and agrees that the Grantee has the right and obligation to enter the Easement Property, with Grantor's prior consent, such consent not to be unreasonably withheld, conditioned or delayed, to maintain and operate the Easement Property and the Drainage System in the manner described herein.
- b. If Grantee fails to maintain the Drainage System or the Easement Property in safe, good and working order in accordance with industry standards and to the reasonable satisfaction of Grantor, and within five (5) business days after the date of written notice from Grantor, fails to correct the same, Grantor may perform whatever work or maintenance Grantor deems reasonably necessary, in Grantor's sole but reasonable discretion. In addition, in the event of an emergency, as determined by Grantor in its sole discretion, Grantor may, without prior notice to Grantee, perform whatever work or maintenance Grantor deems reasonably necessary, in Grantor's sole but reasonable discretion, to correct the same. In either such instance Grantor shall bill Grantee for any and all costs associated with Grantor's work or maintenance of the Drainage System and/or Easement Property and Grantee shall, within ten (10) business days after the date of written notice of the same, reimburse Grantor in full. Grantee agrees that Grantor may pursue any and all remedies available at law or in equity with respect to any amount(s) that remain unpaid after such ten (10) business day period.

4. Grantor Defined. The word "Grantor" as used herein, whenever the context requires or permits, shall include the heirs, personal representatives, beneficiaries, successors, grantees and assigns of the owners of the Grantor Parcel and portions thereof. The burdens and benefits of this Easement Agreement shall be deemed covenants running with said easements and said land. Notwithstanding any contrary provision in this Easement Agreement, however, any obligation under this Easement Agreement which is to be performed by the owner of any land which is burdened by this Easement Agreement shall be enforceable only against the then owner of such land, and not against any such owner's predecessors in interest.

5. Grantee Defined. The word "Grantee" as used herein, whenever the context requires or permits, shall include the heirs, personal representatives, beneficiaries, successors, grantees and assigns of the owners of the Grantee Parcel any portions thereof. The burdens and benefits of this Easement Agreement shall be deemed covenants running with said easements and said land.

6. Covenants of Grantor. Grantor hereby represents, covenants and warrants in favor of Grantee, and its successors and assigns, to the best of Grantor's personal knowledge and belief and pursuant to the terms and limitations of the Grantor Parcel Lease as follows:

- a. is legally authorized to execute this instrument, and has obtained herein below the consent from Hunt County, Texas necessary to execute and deliver this instrument; and
- b. has not assigned, pledged or otherwise in any manner whatsoever, sold or transferred, in writing or otherwise, any right, title, interest in the Easement Property except as is disclosed in the Grantor Property Lease and/or as same has been disclosed to Grantee.

7. Covenants of Grantee. Grantee hereby represents, covenants and warrants in favor of Grantor, and its successors and assigns, as follows:

a. Grantee shall protect the Drainage System, the Easement Property, the adjacent lands of Grantor and the adjacent land included in the Grantor Property Lease over which Grantee has rights of ingress, egress and use from damage, as determined in Grantor's sole, reasonable discretion, caused, in whole or in part, by acts or omissions of Grantee, its employees, agents, contractors, subcontractors, assigns, lessees, licensees and agents.

b. Grantee shall maintain the Drainage System and the Easement Property in accordance with the terms and conditions hereof.

c. Grantee shall not cause or permit to be caused by any of its employees, agents, contractors, subcontractors, successors, assigns, lessees or licensees, any hazardous substances, as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), pollutants or contaminants, as defined by CERCLA, or hazardous waste, as defined by the Resource, Conservation and Recovery Act ("RCRA"), including, but not limited to, asbestos and/or urea formaldehyde, or any pollutants or toxic pollutants as defined by the Clean Water Act, and any amendments thereto, to be dumped, spilled, released, permanently stored or deposited on, over or beneath the Easement Property or any other lands owned by Grantor.

8. Retained Rights. Grantor shall have all rights accorded it under the Grantor Parcel Lease and as otherwise applicable to the Easement Property not granted hereby.

9. Miscellaneous.

a. This Easement Agreement will be filed with the Hunt County Clerk's office as a public record and, except as otherwise expressly provided herein, all provisions herein contained, including the benefits, burdens and covenants, are intended to run with the land and shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto.

b. To the extent allowed by Texas law, Grantee shall indemnify, defend and hold Grantor, Grantor's Lessor Hunt County, Texas and the officers, employees, partners, agents, successors and assigns of Grantor and or Grantor's Lessor Hunt County, Texas harmless from any and all claims, losses, liabilities, causes of actions (including attorneys' fees and cost of suit) arising out of or related to the acts and/or omissions relating to the instillation, use, and/or maintenance of the Drainage System and/or the Easement Property.

c. This easement constitutes all of the agreements, understandings and promises between the parties hereto, with respect to the subject matter hereof.

d. This easement shall be of no force and effect until this easement is duly and validly executed by all parties hereto.

e. This Easement Agreement may be executed in any number of counterparts with the same effect as if all signatory parties signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

*Signatures on following page*

IN WITNESS WHEREOF, the parties hereto have executed this Easement Agreement effective as of the date and year first above written.

**SIGNED and AGREED:**

**Grantor:**

**OAK CREEK COUNTRY CLUB, INC. D/B/A  
THE OAKS COUNTRY CLUB**

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

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

Office or Position: \_\_\_\_\_

Date: \_\_\_\_\_

THE STATE OF TEXAS     §  
  §  
COUNTY OF HUNT         §

BEFORE ME, the undersigned authority, in and for said county and state, on this day personally appeared \_\_\_\_\_, known to me or identified by me to be the person whose name is subscribed to the foregoing document, in their capacity as authorized agent of **Oak Creek Country Club, Inc.**, and, in such capacity, acknowledged to me that the same was their own act and deed and that they executed the same for the purposes and consideration

*Signatures continued on following page*

**Grantee:**

**PARK PLACE LUXURY APARTMENTS, LLC**

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

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

Office or Position: \_\_\_\_\_

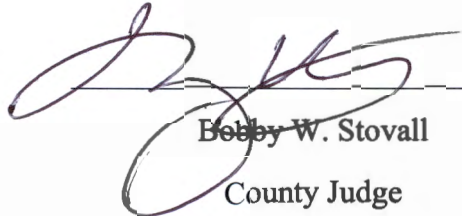
Date: \_\_\_\_\_

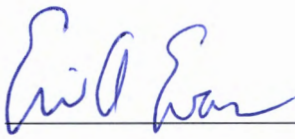
THE STATE OF TEXAS     §  
  §  
COUNTY OF HUNT         §

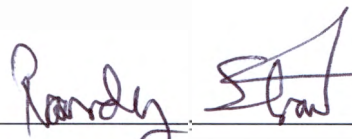
BEFORE ME, the undersigned authority, in and for said county and state, on this day personally appeared \_\_\_\_\_, known to me or identified by me to be the person whose name is subscribed to the foregoing document, in their capacity as authorized agent of **Park Place Luxury Apartments, LLC**, and, in such capacity, acknowledged to me that the same was their own act and deed and that they executed the same for the purposes and consideration

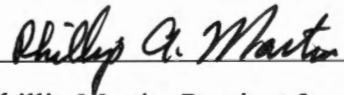
*(Hunt County Consent to Easement on following page)*

The undersigned, being the County Judge and Commissioners of Hunt County, Texas, Lessor under the Grantor Property Lease (defined and more particularly described herein above, hereby consent to the easement and associated rights and obligations granted herein and to the terms and conditions of this Drainage Easement Agreement as of this 26 day of May, 2020.

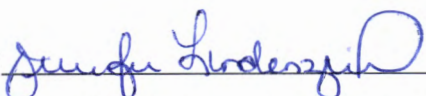
  
Bobby W. Stovall  
County Judge

  
Eric Evans, Precinct 1

  
Randy Strait, Precinct 2

  
Phillip Martin, Precinct 3

absent  
Steve Harrison, Precinct 4

Attest:   
Jennifer Lindenzweig, County Clerk

