

ACCESS EASEMENT

DATE: February _____, 2026.

GRANTOR: **ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT**, a political subdivision of the State of Texas.

GRANTOR'S ADDRESS: 301 E. Clements St., Odessa, Texas 79761.

GRANTEE: **THE CITY OF ODESSA, TEXAS**, a home rule municipality.

GRANTEE'S ADDRESS: 411 W. 8th Street, Odessa, Texas 79761.

LIENHOLDER: None.

CONSIDERATION: Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

EASEMENT GRANTED TO GRANTEE IN THIS INSTRUMENT:

A 50' wide (fifty-foot wide) easement consisting of 4.88 acres, ("Easement Area" also referred to herein as the "Easement") for the purpose of allowing the City, and persons authorized by the City, free and uninterrupted vehicular traffic and pedestrian ingress and egress upon, over, and across the surface of a portion of a called 100 acre tract of land owned by Ector County Independent School District as described in Document No. 2016-00000784 of the Official Public Records of Ector County, Texas, (said Access Easement area also referred to herein as the "Easement Interest") is more fully described and illustrated in the metes and bounds description attached and incorporated into this instrument as **Exhibit "A"** and the survey and drawing of the Easement Area attached and incorporated into this instrument as **Exhibit "B."** (Hereinafter the Easement Area shall also be referred to as the "Property"). Grantee shall have the right, but not the obligation, to construct a road upon, over, and across the Easement Area as deemed necessary by Grantee to fulfill the purposes and intent of the Easement. Any such road constructed by the Grantee shall be maintained by the Grantee. Grantee is expressly authorized to regulate and restrict the public's use of the Easement and Grantee may erect signage to regulate the public's use of any road constructed in the Easement Area. Upon the termination of the Easement, Grantee will remove the road and return the Easement Area to substantially the same condition and grade as of the date of the Grantee's acceptance of the grant of the Easement.

TERM OF EASEMENT:

The Term of the Easement shall be for a period of one (1) year beginning on the date of the Grantee's acceptance of the grant of the Easement granted in this instrument (the "Initial Term"). After the expiration of the Initial Term of one (1) year, the Term of the Easement may be renewed for an additional one (1) year period upon the mutual agreement of the Grantor and Grantee.

ADDITIONAL COVENANTS OF THE PARTIES:

As further consideration of the mutual obligations of the Grantor and Grantee as set forth and as described in this instrument, Grantee agrees

- (1) to construct a three (3) wire ranch fence not to exceed a length of 260 rods (4,290 linear feet) sufficient for livestock containment along and adjacent to the Easement Area along and adjacent to the property boundary line of the James R. Hart, et al tract (Vol. 1159, Pg. 491 E.C.D.R.) depicted in the survey and drawing attached and incorporated herein as **Exhibit “B”** and
- (2) Grantee agrees to construct the fence referenced in (1) above prior to opening the Easement Area for vehicular ingress and egress.

GRANTOR, for the **CONSIDERATION** paid to **GRANTOR**, hereby **GRANTS, SELLS, AND CONVEYS** to **GRANTEE**, a 50' wide (fifty-foot wide) Access Easement, for ingress and egress, consisting of 4.88 surface acres, for the purpose of allowing the City, its employees and agents, and persons authorized by the City, as well as the public, free and uninterrupted pedestrian and vehicular ingress and egress upon over and across the surface of a portion of a called 100-acre tract of land owned by the Grantor, (said Access Easement area, also referred to herein as the “Easement Interest”) is more fully described and illustrated in the metes and bounds description attached and incorporated into this instrument as **Exhibit “A”** and the survey and drawing of the Easement Area attached and incorporated into this instrument as **Exhibit “B.”**

Resolution for the Donation of the Property:

RESOLUTION OF THE BOARD OF TRUSTEES FOR THE ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT AUTHORIZING THE DONATION OF REAL PROPERTY

WHEREAS, the Board of Trustees for the Ector County Independent School District, (“ECISD” or “District”) has authority under Texas Local Government Code section 272.001(l) to donate an interest in real property, such interest consisting of the Easement, as described in this instrument, to another political subdivision, the City of Odessa, Texas; and

WHEREAS, the City of Odessa, (“City”) a political subdivision of the State of Texas, has agreed to accept the donation of the Easement; and

WHEREAS, the Board of Trustees for ECISD determines that the City’s use of the Property as an easement for ingress and egress as described in this instrument, will benefit the public interest of ECISD and the City, and any additional use by other government entities, will further benefit the public interest of ECISD and the City, and that the ECISD does not need the Property for ECISD purposes; and

WHEREAS, the City has agreed that it will continue to use the Property and any improvements thereon for the stated purposes; and

WHEREAS, the easement rights conveyed in this instrument will terminate and will revert

to the District if the City ceases to use the Property in carrying out the public purpose stated above; and

WHEREAS, the Board of Trustees is making this resolution for purpose of authorizing the donation of the Easement and easement interest therein, to the City;

WHEREAS, The Board of Trustees for ECISD was not required to comply with the procedures specified in section 272.001(a) of the Texas Local Government Code.

NOW THEREFORE, be it **RESOLVED**, that the Board of Trustees for ECISD accepts all of the above recitals as findings of fact and authorizes the donation of the Property to the City, as authorized by Texas Local Government Code section 272.001(l); and be it further

RESOLVED, that the undersigned President of the Board of Trustees for ECISD, is authorized and directed to execute any and all instruments appropriate or necessary to effectuate the donation of the Property in accordance with the terms of this resolution; and it is

APPROVED by the Board of Trustees for ECISD at a meeting held on February____, 2026, in accordance with the Texas Open Meetings Act and containing a posted agenda item for deliberation regarding donation of real estate, by a vote of _____ to _____.

REVERTER: as required under section 272.001(l) of the Texas Local Government Code, the Easement Interests conveyed and granted herein will revert to Grantor if Grantee discontinues the use of the Property for a public purpose benefiting Grantor or executes any document that purports to convey or assign the Property to another party.

This conveyance of the Easement Interest is subject to all other recorded valid easements, restrictions, and rights-of-way, and outstanding interests in oil, gas, and other minerals, if any, against the Property. Grantee covenants and warrants the following: (1) that it will use and continue to use the Property for the purposes described herein; (2) that it will not use the Property, nor lease or permit any private use the Property; and (3) that it shall maintain the Property in good repair.

Grantor, for the Consideration and subject to any reservations from and exceptions to conveyance and warranty as expressly set forth and described in this instrument, **GRANTS, SELLS, AND CONVEYS** the Easement and Easement Interest to Grantee.

Grantee acknowledges and stipulates that Grantee is not relying on any representation, statement, or other assertion with respect to the Property condition but is relying on Grantee's examination of the Property. Grantee takes the Property with the express understanding and stipulation that there are no express or implied warranties.

When the context requires, singular nouns and pronouns include the plural.

(Signatures on Following Page)

GRANTOR:

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT,
a Political Subdivision of the State of Texas

By: _____
Tammy Hawkins

Title: President

GRANTEE:

THE CITY OF ODESSA, TEXAS,
a home rule municipality

By: _____
Benard C. Hendrick, VII

Title: Mayor

(Acknowledgements on Following Page)

ACKNOWLEDGMENT

THE STATE OF TEXAS §

COUNTY OF ECTOR §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Tammy Hawkins, Board President for the Ector County Independent School District, who executed this instrument on behalf of the Grantee herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of February, 2026.

Notary Public-State of Texas

THE STATE OF TEXAS §

COUNTY OF ECTOR §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Benard C. Hendrick, VII, Mayor of the City of Odessa, Texas, who executed this instrument on behalf of the Grantee herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of February, 2026.

Notary Public-State of Texas

AFTER RECORDING RETURN TO:

City of Odessa, Texas
411 W. 8th Street,
Odessa, Texas 79761

EXHIBITS “A” AND “B”

Attach Metes and Bounds, Survey, and Drawing of the Easement Area