

EASEMENT AGREEMENT

This Easement Agreement is made by and between the REGIONAL TRANSPORTATION AUTHORITY, a Texas metropolitan transit authority (the "RTA"), and NUECES COUNTY HOSPITAL DISTRICT, a Texas hospital district (the "Owner").

Whereas, the RTA has developed plans to build a bus shelter (the "Shelter") located primarily in the _____ Street right-of-way adjacent to and serving the _____ Clinic located at _____ Street in Corpus Christi, Nueces County, Texas owned by the Owner; and

Whereas, the design of the bus shelter requires that the Shelter and concrete pad extend beyond the existing City right-of-way easement onto property owned by the Owner more particularly described as follows:

Block Three (3), MEDICAL CENTER, a subdivision in the City of Corpus Christi, Nueces County, Texas, according to map or plat thereof recorded in the Map Records of Nueces County, Texas.

NOW, THEREFORE, the RTA, the Owner agree as follows:

1. Grant of Easement. For and in consideration of the mutual covenants and conditions herein, the Owner grants and conveys, with special warranty of title, by, through and under the Owner only, to the RTA, its successors and assigns, a non-exclusive easement, approximately _____ in width and _____ in length, over the above property more particularly described on Exhibit A (the "Easement Tract") for the sole purpose of accommodating the encroachment of the Shelter onto the Easement Tract, all subject to the following terms and conditions.

2. Reserved Rights. The use of the Easement Tract shall not impede or impair the right of the Owner to construct, install or maintain any facilities, below the surface of such land or above the surface of such land, including but not limited to utilities of any type or nature; provided that the construction of such facilities do not materially impede the use of the Easement Tract for the use of the Shelter as a bus shelter as provided above.

3. Construction Costs. The RTA shall be responsible for the payment of the costs of construction of the Shelter in accordance with City codes and the plans and specifications approved by the Owner and the RTA.

4. Maintenance. The RTA shall be responsible for the maintenance of the Shelter. The RTA shall not be responsible for the maintenance of any irrigation system, landscaping or any other improvements constructed by the Owner on or near the Easement Tract.

5. No Gift or Dedication. Nothing contained in this Agreement shall be deemed a gift or dedication of any portion of the Easement Tract to the general public or to any other governmental entity for any public purpose whatsoever.

6. Subject to Encumbrances of Record. The easement herein granted and the Easement Tract is subject to all valid and effective encumbrances evidenced in the public records of Nueces County, Texas. Owner makes no implied warranties of any nature including no warranty of merchantability, fitness for a particular purpose or any other kind.

7. Easement Appurtenant. The easement herein granted shall be appurtenant to the portion of the RTA's Shelter located within the adjacent street right-of-way. Upon the cessation of use of the RTA's Shelter as a bus shelter, this Easement and all rights hereunder shall terminate. The parties agree to execute and file for record an instrument to effectuate any such termination in such event.

8. Notices. All notices required under the terms of this Agreement shall be given by certified mail, return receipt requested, addressed to the party at the address set forth below (or at such subsequent address as either party may advise the other by written notice), deposited with the United States Postal Service, postage prepaid, and such notice shall be deemed given two (2) days following the date of posting. The addresses are:

Owner

555 N. Carancahua Street, Suite 950
Corpus Christi, Texas 78401

RTA

602 N. Staples Street
Corpus Christi, Texas 78401

9. Severability. If any portion of this Agreement or the application thereof to any person or circumstance shall be held to be invalid or unconstitutional by any court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby and shall continue to be enforceable in accordance with its terms.

10. Assignment. This Agreement shall be binding on and inure to the benefit of the parties to this Agreement and their respective successors and assigns.

11. Entire Agreement. This Agreement represents the entire agreement between the parties and may not be modified by any oral agreements or understandings. Any amendments must be made in writing and signed by all parties.

Dated: _____, 2018.

NUECES COUNTY HOSPITAL DISTRICT

REGIONAL TRANSPORTATION AUTHORITY

By: _____
Jonny F. Hipp, Administrator/CEO

By: _____
Jorge Cruz-Aedo, CEO

STATE OF TEXAS

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COUNTY OF NUECES

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This instrument was acknowledged before me on the ____ day of _____, 2018, by Jonny F. Hipp, as the Administrator/CEO of NUECES COUNTY HOSPITAL DISTRICT, a Texas hospital district, on behalf of said district.

Notary Public, State of Texas

STATE OF TEXAS

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COUNTY OF NUECES

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This instrument was acknowledged before me on the ____ day of _____, 2018, by Jorge Cruz-Aedo, the CEO of the REGIONAL TRANSPORTATION AUTHORITY, a Texas metropolitan transit authority, on behalf of said authority.

Notary Public, State of Texas

EXHIBIT A