

PRIVATE MUTUAL ACCESS EASEMENT AGREEMENT

Date: October ___, 2017

Grantor: **JET Financial Group, LLC**, a Texas limited liability company

Grantor's Mailing Address: 446 Houston Street, Coppell, Dallas County, Texas 75019

Grantee: **JET Financial Group, LLC**, a Texas limited liability company

Grantee's Mailing Address: 717 South Coppell Street, Coppell, Dallas County, Texas 75019

Dominant Estate Property: A tract of land situated in the City of Coppell, Dallas County, Texas out of the J. A. Survey, Abstract No. 1296 and being all of Lot 1R, Block A, of the Conoboy Addition Replat, an addition to the City of Coppell according to the replat thereof as recorded of even date herewith in the Official Public Records, Dallas County, Texas.

Easement Property: Being 504 square feet out of Lot 2R, Block A, of the Conoboy Addition Replat, J. A. Simmons Survey, Abstract No. 1296, City of Coppell, Dallas County, Texas, as depicted on the replat thereof as recorded of even date herewith in the Official Public Records, Dallas County, Texas.

Easement Purpose: For providing free and uninterrupted pedestrian and vehicular ingress to and egress from the Dominant Estate Property, to and from a fifteen foot alley right-of-way.

Consideration: Good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor.

Reservations from Conveyance: None.

Exceptions to Warranty: None.

Grant of Easement: Grantor, for the Consideration and subject to the Reservations from Conveyance and Exceptions to Warranty, grants, sells, and conveys to Grantee and Grantee's heirs, successors, and assigns an easement over, on, and across the Easement Property for the Easement Purpose and for the benefit of the Dominant Estate Property, together with all and singular the rights and appurtenances thereto in any way belonging (collectively, the "Easement"), to have and to hold the Easement to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs, successors, and assigns to warrant and forever defend the title to the Easement in Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the Easement or any part thereof, except as to the Reservations from Conveyance and Exceptions to Warranty.

Terms and Conditions: The following terms and conditions apply to the Easement granted by this agreement:

1. *Character of Easement.* The Easement is appurtenant to and runs with all or any portion of the Dominant Estate Property, whether or not the Easement is referenced or described in any conveyance of all or such portion of the Dominant Estate Property. The Easement is nonexclusive and irrevocable. The Easement is for the benefit of Grantee and Grantee's heirs, successors, and assigns who at any time own the Dominant Estate Property or any interest in the Dominant Estate Property (as applicable, the "Holder").

2. *Duration of Easement.* The duration of the Easement is perpetual.

3. *Reservation of Rights.* Grantor reserves for Grantor and Grantor's heirs, successors, and assigns the right to continue to use and enjoy the surface of the Easement Property for all purposes that do not interfere with or interrupt the use or enjoyment of the Easement by Holder for the Easement Purposes. Grantor reserves for Grantor and Grantor's heirs, successors, and assigns the right to use all or part of the Easement in conjunction with Holder and the right to convey to others the right to use all or part of the Easement in conjunction with Holder, as long as such further conveyance is subject to the terms of this agreement and the other users agree to bear a proportionate part of the costs of improving and maintaining the Easement.

4. *Secondary Easement.* Holder has the right (the "Secondary Easement") to use as much of the surface of the property that is adjacent to the Easement Property ("Adjacent Property") as may be reasonably necessary to install and maintain a road reasonably suited for the Easement Purpose within the Easement Property. However, Holder must promptly restore the Adjacent Property to its previous physical condition if changed by use of the rights granted by this Secondary Easement.

5. *Improvement and Maintenance of Easement Property.* Improvement and maintenance of the Easement Property will be at the sole expense of Holder. Holder has the right to eliminate any encroachments into the Easement Property. Holder must maintain the Easement Property in a neat and clean condition. Holder has the right to construct, install, maintain, replace, and remove a road with all culverts, bridges, drainage ditches, sewer facilities, and similar or related utilities and facilities under or across any portion of the Easement Property (collectively, the "Road Improvements"). All matters concerning the configuration, construction, installation, maintenance, replacement, and removal of the Road Improvements are at Holder's sole discretion, subject to performance of Holder's obligations under this agreement. Holder has the right to remove or relocate any fences within the Easement Property or along or near its boundary lines if reasonably necessary to construct, install, maintain, replace, or remove the Road Improvements or for the road to continue onto other lands or easements owned by Holder and adjacent to the Easement Property, subject to replacement of the fences to their original condition on the completion of the work. On written request by Holder, the owners of the Easement Property will execute or join in the execution of easements for sewer, drainage, or utility facilities under or across the Easement Property.

6. *Equitable Rights of Enforcement.* This Easement may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of

interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm, and will be obtainable only by the parties to or those benefited by this agreement; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.

7. *Attorney's Fees.* If any party retains an attorney to enforce this agreement, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.

8. *Binding Effect.* This agreement binds and inures to the benefit of the parties and their respective heirs, successors, and permitted assigns.

9. *Choice of Law.* This agreement will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in the county or counties in which the Easement Property is located.

10. *Counterparts.* This agreement may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

11. *Waiver of Default.* It is not a waiver of or consent to default if the nondefaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this agreement does not preclude pursuit of other remedies in this agreement or provided by law.

12. *Further Assurances.* Each signatory party agrees to execute and deliver any additional documents and instruments and to perform any additional acts necessary or appropriate to perform the terms, provisions, and conditions of this agreement and all transactions contemplated by this agreement.

13. *Indemnity.* Each party agrees to indemnify, defend, and hold harmless the other party from any loss, attorney's fees, expenses, or claims attributable to breach or default of any provision of this agreement by the indemnifying party.

14. *Integration.* This agreement contains the complete agreement of the parties and cannot be varied except by written agreement of the parties. The parties agree that there are no oral agreements, representations, or warranties that are not expressly set forth in this agreement.

15. *Legal Construction.* If any provision in this agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof, and this agreement will be construed as if the unenforceable provision had never been a part of the agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Article and section headings in this agreement are for reference only and are not intended to restrict or define the text of any section. This agreement

will not be construed more or less favorably between the parties by reason of authorship or origin of language.

16. *Notices.* Any notice required or permitted under this agreement must be in writing. Any notice required by this agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

17. *Recitals.* Any recitals in this agreement are represented by the parties to be accurate, and constitute a part of the substantive agreement.

18. *Time.* Time is of the essence. Unless otherwise specified, all references to “days” mean calendar days. Business days exclude Saturdays, Sundays, and legal public holidays. If the date for performance of any obligation falls on a Saturday, Sunday, or legal public holiday, the date for performance will be the next following regular business day.

GRANTOR

JET Financial Group, LLC,
a Texas limited liability company

By: Lynne Marie Pence, President

GRANTEE

JET Financial Group, LLC,
a Texas limited liability company

By: Lynne Marie Pence, President

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned Notary Public, personally appeared **Lynne Marie Pence, in her capacity as President of JET Financial Group, LLC**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office this _____ day of October, 2017.

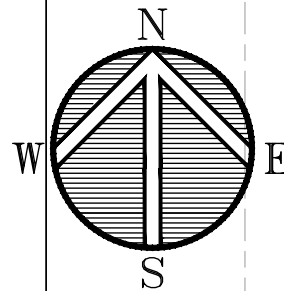
Notary Public, State of Texas

BURNET STREET

(80' R.O.W.)

J.A. SIMMONS SURVEY,
ABSTRACT No. 1296

PART OF J.A. SIMMONS SURVEY, ABSTRACT No. 1296
JON BROOKS
INSTR. No. 201100064540
O.P.R.D.C.T.
ZONED "H"



12'X42' (504 SQ. FT.) PRIVATE MUTUAL
ACCESS EASEMENT
INSTRUMENT No. _____
O.P.R.D.C.T.

8 FOOT
PRIVATE USE,
ENJOYMENT, AND MAINTENANCE
EASEMENT
INSTRUMENT No. _____
O.P.R.D.C.T.

7 FOOT
SIDEWALK
EASEMENT
(BY THIS PLAT)

10' UTILITY EASEMENT
VOL. 2004237, PG. 13
O.P.R.D.C.T.

15' ALLEY R.O.W.

55.10'
OLD TOWN ADDITION REPLAT
INSTR. No. 201200173120
O.P.R.D.C.T.
ZONED PD H

LOT 4R, BLOCK C

15' DRAINAGE, ACCESS, & UTILITY EASEMENT
INSTR. No. 201100074924
O.P.R.D.C.T.

N00°00'00"E ~102.00'

LOT 2R, BLOCK A
4284 SQ.FT./0.098 AC.

816 SQ. FT.
PRIVATE USE
EASEMENT

POINT OF
BEGINNING

55.10

I.R.F.

42.0'

N00°00'00"E ~102.00'

LOT 1R, BLOCK A
10,506 SQ.FT./0.241 AC.
(GROSS)
9,894 SQ.FT./0.227 AC.
(NET)

LOT 1, BLOCK A
CONOBOY ADDITION
INSTR. No. VOL. 2004237, PG. 13
O.P.R.D.C.T.

14,790 SQ.FT./0.340 AC.

12' SETBACK

97.0'

N90°00'00"W ~145.00'

BUILDING LINE

VOL. 2004237, PG. 13
O.P.R.D.C.T.

10.00

I.R.S.

S00°00'00"W ~102.00'

S00°00'00"W ~102.00'

36.00'

SOUTH COPPELL ROAD

(VARIABLE WIDTH R.O.W.)

HOUSTON STREET

(63' R.O.W.)

15 VISIBILITY-
CLIP
(BY THIS PLAT)

612 SQ. FT.
RIGHT-OF-WAY
DEDICATION
(BY THIS PLAT)

40.50

22.50



15 0 30 60

SCALE IN FEET

1"=30'

ALLEY R.O.W.

26.52'

BLOCK F
INSTR. No. 201200173120
O.P.R.D.C.T.
(ZONED PD H)

103.16'

HENNESSEY
ENGINEERING, INC.

1417 W. MAIN STREET, CARROLLTON, TX 75006
PH: (972)245-9478 / FAX: (972)245-7087

12' X 42' MUTUAL ACCESS EASEMENT
PART OF LOT 2R, BLOCK A, CONOBOY REPLAT
COPPELL, TEXAS

FILE NO.: J1731

SHEET NO.:

1
OF 1