

Document No. 2013-2147

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8 Pages

Parties: JORDAN ROBERT S  
to  
POTEET JAMES W

FILED AND RECORDED – REAL RECORDS	CLERKS NOTES
<p>On: 02/26/2013 12:30 PM</p> <p>Document Number: <u>2013-2147</u></p> <p>Receipt No: <u>13-2732</u></p> <p>Amount: \$ <u>40.00</u> Jennifer Lindenzweig, County Clerk Hunt County, Texas</p>	<p>At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photocopy, discolored paper, etc. All blackouts, additions and changes were present at the time the instrument was filed and recorded.</p>



STATE OF TEXAS  
COUNTY OF HUNT

I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the named records of Hunt County, Texas.

Jennifer Lindenzweig, County Clerk

Recorded By: Tiffany Lothringer, Deputy

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Record and Return To:

FIDELITY NATIONAL TITLE  
55430 LBJ FWY #260

DALLAS, TX 75240



80

GRANTEE'S ADDRESS:

James W. Poteet  
Juanita J. Poteet  
West 5405 Park Place  
Spooner, Wisconsin 54801

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

GRANT OF WATERLINE EASEMENT

THE STATE OF TEXAS    §  
                                  §  
COUNTY OF HUNT       §

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, ROBERT S. JORDAN and wife, KIMBERLY K. JORDAN (hereinafter sometimes called "Jordan"), are the owners of approximately 5.17 acres situated in Hunt County, Texas, to-wit:

See Tract 1 on Exhibit "A" attached hereto and incorporated herein, for all purposes (the "Jordan Property").

WHEREAS, JAMES W. POTEET and wife, JUANITA J. POTEET, and the JAMES AND JUANITA POTEET FAMILY, L.P. (hereinafter sometimes collectively referred to as "Poteet") are the owners of approximately 29.93 acres of land situated in Hunt County, Texas, located to the north of the Jordan Property, to-wit:

See Tract 2 on Exhibit "A" attached hereto and incorporated herein for all purposes (the "Poteet Property").

WHEREAS, contemporaneously with the grant of this Easement, Poteet have sold and conveyed the Jordan Property to Jordan.

WHEREAS, as additional consideration for the conveyance of the Jordan Property, Poteet have requested that Jordan grant them an easement over and across a portion of the Jordan Property for the existing waterline to benefit the Poteet Property. Jordan has agreed to grant said easement.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the parties hereto and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

**ROBERT S. JORDAN and wife, KIMBERLY K. JORDAN** (hereinafter also referred to as "Grantor"), for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS and other good and valuable consideration in hand paid by **JAMES W. POTEET and wife, JUANITA J. POTEET**, and the **JAMES AND JUANITA POTEET FAMILY, L.P.** (hereinafter also referred to as "Grantee"), the receipt and sufficiency of which is hereby acknowledged and confessed, have GRANTED, BARGAINED, SOLD AND CONVEYED, and by these presents do hereby GRANT, BARGAIN, SELL AND CONVEY unto Grantee, a non-exclusive easement for the existing waterline and the re-installation of a water meter in the exact location as the previous meter upon, over, through and across that certain strip of land along western boundary of the Jordan Property and being more particularly described on Exhibit "B" attached hereto and incorporated herein for all purposes (the "Easement").

TO HAVE AND TO HOLD the Easement, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee, their heirs, successors and assigns forever, and Grantor does hereby bind themselves and their heirs, successors and assigns to warrant and forever defend all and singular the Easement unto Grantee, their heirs, successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

The Easement is for the re-installation of a water meter in the exact location as the previous meter and the maintenance and operation of a waterline (hereinafter "Improvements") for the benefit of all the property lying south of the north property line of the Poteet Property and north of the Jordan Property, now owned by Poteet or which may by subsequently acquired by Poteet. Grantee has the right to use the surface of the Easement as may be reasonably required and necessary to operate and maintain the waterline and to re-install, operate, and maintain the water meter. However, Grantee must promptly restore the property and appurtenances to its original or similar condition and using the same or equivalent quality materials and workmanship to the satisfaction of Grantors, their heirs, successors and assigns if there is any damage occasioned to the property or appurtenances arising out of the waterline or water meter and/or Grantee's use of or replacement or work thereon.

This Easement is granted subject to all encumbrances and other matters of record in the County where the Easement is located, and any matters that are visible and apparent on the ground or that a correct survey would reveal, to the full extent the same exist and affect the Easement granted herein.

Notwithstanding anything to the contrary contained in this Easement or in any Exhibit attached hereto, by acceptance of this Easement, Grantee acknowledges and agrees that the

Easement is being sold and conveyed "as is", "where is", and "with all faults", with any and all faults and latent and patent defects, without any representation, warranties, or covenants, express or implied.

Grantor expressly reserves unto themselves and Grantor's heirs, executors, administrators, successors and assigns, the right to use and enjoy the land covered by the Easement for any purposes whatsoever, except insofar as said use and enjoyment unreasonably interferes with the rights hereby granted to Grantee. Grantor reserves the right to use the property in any manner and for any purpose not inconsistent with the aforesaid purpose and to relocate, at its sole option and discretion, the Improvements, at their sole cost and expense, if further development warrants such action.

Grantee, at their sole cost and expense, shall keep and maintain the water meter and waterline in good condition and repair at all times. Grantee shall defend, indemnify, and hold harmless Grantor, their heirs, successors, and assigns, for any and all damages, injury, claims, demands, judgments, costs, penalties and expenses (including reasonable attorney's fees) which may arise by reason of injury or death to any person or damage to any property attributable to the use, maintenance, operation associated with or caused by malfunction of the water meter and/or waterline or by any acts, errors, omissions or negligence of Grantee. By way of example, but not limitation, if the waterline breaks and takes out a driveway, or a fence, or a propane tank on the Jordan Property, Grantee agrees to repair the damage and pay for all the repairs caused by the damage to the satisfaction of Grantors, their heirs, successors and assigns. If unknown to Grantee, Grantor shall promptly notify Grantee of any breaks or damage to the waterline. The parties will coordinate scheduling the repairs. All repairs shall be performed by contractors who are bonded and licensed by the State of Texas. All warranties, if any, shall be for the benefit of all the parties hereto. The repairs shall be commenced as soon as possible. The repairs will be completed within five (5) business days, or as soon as reasonably possible depending on the nature of the repairs. Grantee shall not allow any mechanic's and materialmen's claims to be filed against the Jordan Property or the Easement. If Grantee does not maintain the waterline or pay for any and all damages, or if a mechanic's and materialmen's lien is filed against the Jordan Property or the Easement and Grantee does not immediately obtain its release, Grantor may terminate this Easement by filing an affidavit in the Real Property Records of Hunt County, Texas. If there is a lien filed on the Jordan Property or the Easement, Grantor has the right to obtain counsel and clear any such lien. Grantee shall indemnify Grantor for any and all reasonable attorney's fees and other fees, costs and expenses related to Grantor's representation and defense of any such lien on the Jordan Property or the Easement.

Grantee is signing below to evidence their acceptance of and agreement to all of the terms and provisions contained herein.

It is understood and agreed that this agreement is an easement only and in no way grants or conveys any part of the underlying fee simple estate of any lands owned by Grantor.

If any term or provision of this Easement shall, to any extent, be invalid or unenforceable, the remainder of the Easement shall not be affected thereby, except those terms and provisions, which are made subject to or conditioned upon such invalid or unenforceable term or provision, and each other term and provision of this Easement shall be valid and enforceable to the fullest extent permitted by law.

This agreement and all of the terms, provisions, and obligations hereof shall be covenants running with the land affected hereby and shall inure to the benefit of and be binding upon Grantor and Grantee and their respective heirs, executors, administrators, successors and assigns.

All notices referred to in this Easement shall be sent via overnight courier for next business day delivery to the respective parties at the addresses below:

Grantee:

James W. Poteet and Juanita J. Poteet  
James and Juanita Poteet Family, L.P.  
West 5405 Park Place  
Spooner, Wisconsin 54801

Grantor:

Robert S. Jordan and Kimberly K. Jordan  
5041 County Road 2656  
Royse City, Texas 75189

Any dispute between Grantor and Grantee which cannot be resolved through informal discussion will be submitted to a mutually acceptable mediation service or provider. The parties to the mediation shall bear the mediation costs equally.

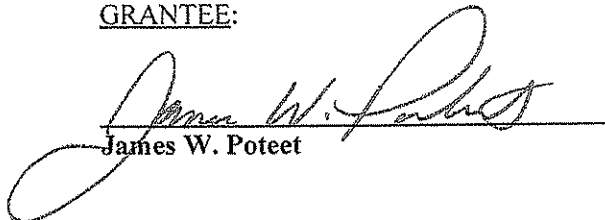
This Easement shall be construed and governed in accordance with the laws of the State of Texas, and is specifically performable in Hunt County, Texas.

The provisions of this Easement are for the exclusive benefit of the parties hereto, their heirs, successors and assigns, and not for the benefit of any third person, nor shall this Easement be deemed to have conferred any rights, express or implied, upon any third person.

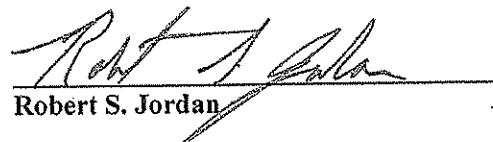
When the context requires, singular nouns and pronouns include the plural.

EXECUTED this 25<sup>th</sup> day of February, 2013.

GRANTEE:

  
James W. Poteet

GRANTOR:

  
Robert S. Jordan

Juanita J. Poteet  
Juanita J. Poteet

Kimberly K. Jordan  
Kimberly K. Jordan

**JAMES AND JUANITA POTEET FAMILY, L.P.**  
a Texas limited partnership  
By: **J&J Poteet, L.L.C.,**  
a Texas limited liability company,  
its General Partner

By: James Poteet  
James Poteet, Member

By: Juanita Poteet  
Juanita Poteet, Member

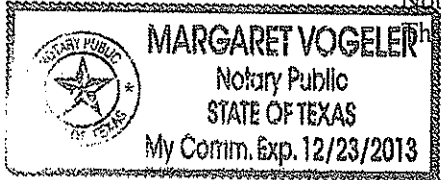
ACKNOWLEDGMENT

THE STATE OF TEXAS       §  
  §  
COUNTY OF ROCKWALL   §

This instrument was acknowledged before me on the 25<sup>th</sup> day of February, 2013, by Robert S. Jordan and Kimberly K. Jordan.

(Seal)

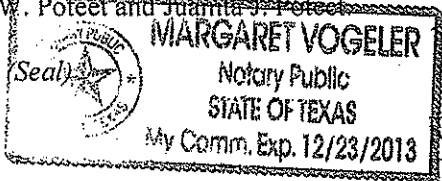
Margaret Vogeler  
Notary Public in and for  
State of Texas



ACKNOWLEDGMENT

THE STATE OF TEXAS §  
§  
COUNTY OF ROCKWALL §

This instrument was acknowledged before me on the 25<sup>th</sup> day of February, 2013, by James W. Poteet and Juanita J. Poteet



Margaret Vogeler  
Notary Public in and for  
The State of Texas

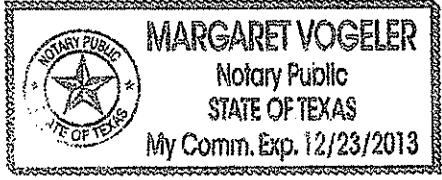
ACKNOWLEDGMENT

THE STATE OF TEXAS §  
§  
COUNTY OF ROCKWALL §

This instrument was acknowledged before me on this 25<sup>th</sup> day of February, 2013, by James Poteet and Juanita Poteet, the sole members of J&J Poteet, L.L.C., a Texas limited liability company, Managing General Partner of the James and Juanita Poteet Family, L.P., a Texas limited partnership, in the capacities stated and on their behalf.

(Seal)

Margaret Vogeler  
Notary Public, in and for  
The State of Texas



AFTER RECORDING, RETURN TO:  
Fidelity National Title Agency, Inc.  
260 Three Lincoln Centre  
5430 LBJ Freeway  
Dallas, Texas 75240

ATTN: 4403400129-MV  
Grant of Waterline Easement

10' WIDE WATER LINE EASEMENT

BEING a 10 foot wide water line easement across a tract of land situated in the JAMES CHAPMAN SURVEY, ABSTRACT NO. 185, Hunt County, Texas, and being a part of that 10.00 acres tract of land as described in a Special Warranty deed from Partenia G. Poteet to James Wayne Poteet and Juanita Poteet, dated February 3, 2003 and being recorded in Volume 968, Page 517 of the Real Property Records of Hunt County, Texas, and being more particularly described as follows:

BEGINNING at point for corner in County Road 2658, said point being S. 89 deg. 04 min. 55 sec. E., 30.00 feet from a 1/2" iron rod found for corner in the centerline intersection of County Road 2658 and County Road 2656 at the southwest corner of the above cited tract of land;

THENCE N. 00 deg. 52 min. 00 sec. E. a distance of 336.87 feet;

THENCE S. 87 deg. 17 min. 56 sec. E. a distance of 10.01 feet;

THENCE S. 00 deg. 52 min. 00 sec. E. a distance of 336.56 feet to a point in the centerline of said County Road 2658;

THENCE N. 89 deg. 04 min. 55 sec. W. along the center of said road and the South boundary line of said tract, a distance of 10.00 feet to the POINT OF BEGINNING and containing 0.08 acres of land.

FILED AND RECORDED      Instrument# 2013-2147  
02/26/2013 12:30:19 PM      Pages: 8  
Jennifer Lindenzweig-County Clerk  
By: tiffanyl, Hunt County, TX