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(space above reserved for recording information)

This instrument drafted by  
and after recording return to:  
Hinshaw & Culbertson LLP  
250 Nicollet Mall, Suite 1150  
Minneapolis, MN 55401

## UTILITY EASEMENT AGREEMENT

(VILLAGE COOPERATIVE OF CENTURY HILLS)

THIS UTILITY EASEMENT AGREEMENT (this “**Agreement**”), is made effective as of April 1, 2024 (the “**Effective Date**”), by and between VILLAGE COOPERATIVE OF CENTURY HILLS, a Texas cooperative association (“**Grantor**”) and the CITY OF NORTH RICHLAND HILLS, a Texas municipal corporation (the “**City**”). Grantor and the City are collectively referred to herein as the “**parties**” or each individually as a “**party**”.

### 1.0 RECITALS.

- 1.1 Grantor is the owner of a parcel of property (the “**Property**”) situated in the in the City of North Richland Hills, County of Tarrant, State of Texas, as legally described on **Exhibit A**, attached hereto and incorporated herein by this reference.
- 1.2 The City has requested and Grantor has agreed to grant an easement to the City on, over, under, through and across the Property in such location as legally described and depicted on **Exhibit B** (the “**Utility Easement Area**”) for the purpose of constructing, placing, operating, and maintaining certain public water lines, meters and related facilities.

### 2.0 TERMS AND CONDITIONS OF EASEMENT. In consideration of the mutual covenants and promises of the Parties contained herein, and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

- 2.1 Grantor grants to the City, its contractors, and its agents, a non-exclusive, perpetual easement on, over, under, through and across the Utility Easement Area, at any and all times, as necessary or convenient, to use the Utility Easement Area to construct, place, operate, and maintain certain public water lines, meters and related facilities (the “**Public Utilities**”).
- 2.2 Grantor shall not change grade, construct or place any structure, building, or improvement, or grant additional easements on any part of the Utility Easement Area without the written consent of the City.

- 2.3 Grantor has retained the right to the undisturbed use and occupancy of the Utility Easement Area insofar as such use and occupancy is consistent with and does not impair the easement conveyed herein and except as otherwise prohibited by the City by written notice to Grantor.
- 2.4 The Grantor represents and covenants to City that it comprises all of the parties who have a fee interest in said Utility Easement Area, and that it has full and lawful authority to execute this Agreement.

3.0 MISCELLANEOUS.

- 3.1 Grantor agrees to the terms of this Agreement and gives evidence of its voluntary agreement by having the individual(s) below sign their name to this Agreement. The person or persons signing and executing this Agreement on behalf of Grantor do hereby warrant and guarantee that he/she/they have been fully authorized by Grantor to execute this Agreement on behalf of Grantor and to validly and legally bind Grantor to all terms, performances, provisions and conditions herein set forth.
- 3.2 The benefits, burden and duties contained herein shall run with the land and shall be binding upon, jointly and severally, and shall inure to the benefit of, the Parties hereto, legal representatives, heirs, successors, executors, administrators, and assigns of the Parties hereto.
- 3.3 The terms, conditions and provisions of this Agreement govern and no additional or different oral representation, promise or agreement shall be binding on Grantor or the City with respect to the subject matter of this Agreement.
- 3.4 The parties agree to execute any additional documents or take any additional action that is necessary to carry out this Agreement.
- 3.5 Exhibits, if any, referred to in this Agreement are by reference incorporated herein for all purposes.

*[Signature Pages to Follow]*

IN WITNESS WHEREOF, the parties hereto have caused this Utility Easement Agreement to be executed as of the Effective Date.

**GRANTOR:**

Village Cooperative of Century Hills,  
a Texas cooperative association

By:   
Andrew Schaefer, President



STATE OF MINNESOTA                    )  
  ) ss.  
COUNTY OF DAKOTA                    )

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of April, 2024, by Andrew Schaefer, President of Village Cooperative of Century Hills, a Texas cooperative association.

  
Notary Public

**CITY:**

CITY OF NORTH RICHLAND HILLS, a  
Texas municipal corporation

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

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

Its: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

STATE OF TEXAS            )  
                                      ) ss.  
COUNTY OF TARRANT    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024,  
by \_\_\_\_\_, the \_\_\_\_\_ of CITY OF NORTH RICHLAND  
HILLS, a Texas municipal corporation.

\_\_\_\_\_  
Notary Public

## **EXHIBIT A**

### **LEGAL DESCRIPTION OF PROPERTY**

Being all of Lot 1, Block A, CENTURY HILLS ADDITION, an addition to the City of North Richland Hills, Texas, according to the plat recorded in Clerk's File No. D222020798, Official Public Records, Tarrant County, Texas

**EXHIBIT B**

**LEGAL DESCRIPTION AND DEPICTION OF UTILITY EASEMENT AREA**

See attached.

## LEGAL DESCRIPTION

### TRACT I WATERLINE EASEMENT 0.012 Acres

Being all that certain lot, tract or parcel of land situated in the T. Peck Survey, Abstract Number 1210, Tarrant County, Texas, and being part Lot 1, Block A, Century Hills Addition, an addition to the City of North Richland Hills, Tarrant County, Texas, recorded in Document No. D222020798 of the Official Property Records, Tarrant County, Texas, and being more particularly described as follows:

BEGINNING at a MAG nail with shiner (McAdams) at the southwest corner of said Lot 1 and being on the east line of 3, Block —, Saddlebrook Estates, on addition to the City of North Richland Hills, Tarrant County, Texas, recorded in Document Number D213255875 of the Official Property Records, Tarrant, County, Texas;

THENCE N 00°25'55" W, 279.11 feet with the west line of Lot 1 and the east line of said Saddlebrook Estates to a point from which a "V" found in concrete at the northwest corner of said Lot 1 bears N 00°25'55" N, 279.11 feet;

THENCE N 89°34'05" E, 73.00 feet to THE POINT OF BEGINNING on the east line of a 26-foot-wide mutual access easement as evidenced in said Century Hills Addition at a point of curvature of a non-tangent curve to the right;

THENCE continuing with the south line of said 26-foot-wide mutual access easement, with the arc of said curve the right having a central angle of 30°31'21", a radius of 30.00 feet and an arc length of 15.98 feet whose chord bears N 14°49'45" E, 15.79 feet to the westerly corner of a 15' Waterline Easement as evidenced in said Century Hills Addition;

THENCE S 45°25'55" E, 10.00 feet with the southwesterly line of said 15' Waterline Easement to the most southerly corner thereof;

THENCE N 44°34'05" E, 9.67 feet with the southeasterly line of said 15' Waterline Easement;

THENCE N 89°34'05" E, 21.44 feet;

THENCE S 00°25'55" E, 15.00 feet;

THENCE N 89°34'05" E 39.50 feet to the POINT OF BEGINNING and containing approximately 0.012 acres of land.

### TRACT II WATERLINE EASEMENT 0.005 Acres

Being all that certain lot, tract or parcel of land situated in the T. Peck Survey, Abstract Number 1210, Tarrant County, Texas, and being part Lot 1, Block A, Century Hills Addition, an addition to the City of North Richland Hills, Tarrant County, Texas, recorded in Document No. D222020798 of the Official Property Records, Tarrant County, Texas, and being more particularly described as follows:

BEGINNING at a MAG nail with shiner (McAdams) at the southwest corner of said Lot 1 and being on the east line of 3, Block —, Saddlebrook Estates, on addition to the City of North Richland Hills, Tarrant County, Texas, recorded in Document Number D213255875 of the Official Property Records, Tarrant, County, Texas;

THENCE N 00°25'55" W, 279.11 feet with the west line of Lot 1 and the east line of said Saddlebrook Estates to a point from which a "V" found in concrete at the northwest corner of said Lot 1 bears N 00°25'55" N, 279.11 feet;

THENCE N 89°34'05" E, 73.00 feet to a point on the east line of a 26-foot-wide mutual access easement as evidenced in said Century Hills Addition at a point of curvature of a non-tangent curve to the right;

THENCE continuing northeasterly with said 26-foot-wide mutual access easement, with the arc of said curve the right having a central angle of 90°00'00", a radius of 30.00 feet and an arc length of 47.12 feet whose chord bears N 44°34'05" E, 42.43 feet to a point of tangency;

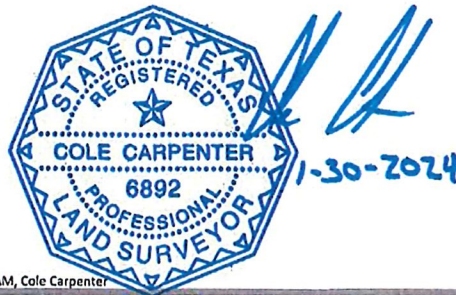
THENCE N 89°34'05" E, 24.50 feet with the south line of said 26-foot-wide mutual access easement to the POINT OF BEGINNING;

THENCE N 89°34'05" E, 15.00 feet continuing with the south line of said 26-foot-wide mutual access easement;

THENCE S 00°25'55" E, 15.00 feet;

THENCE S 89°34'05" W, 15.00 feet;

THENCE N 00°25'55" W, 15.00 feet to the POINT OF BEGINNING and containing approximately 0.005 acres of land.



M:\Projects\REQ\2020310364\02-Geomatics\Survey\Boundary\REQ2020310364 WME TRACT I & II.dwg, 1/30/2024 11:11:08 AM, Cole Carpenter



The John R. McAdams Company, Inc.  
4400 State Highway 121, Suite 800  
Lewisville, Texas 75056

phone 972. 436. 9712  
fax 972. 436. 9715  
TBPLS FIRM #  
PE:19762 RPLS: 10194440  
www.mcadamsco.com

**EXHIBIT B**  
**WATERLINE EASEMENT**  
**CENTURY HILLS ADDITION**  
**0.012 ACRES - TRACT I**  
**0.005 ACRES - TRACT II**  
**THOMAS PECK SURVEY, ABSTRACT NO. 1210**  
**NORTH RICHLAND HILLS, TARRANT COUNTY, TEXAS**

|              |                |
|--------------|----------------|
| SHEET 1 OF 2 |                |
| PROJECT NO.  | REQ-2020310364 |
| CHECKED BY   | CC             |
| DRAWN BY     | AT             |
| SCALE        | 1"=100'        |
| DATE         | 01. 22. 2024   |



SHEET 2 OF 2  
PROJECT NO. REQ-2020310364  
CHECKED BY CC  
DRAWN BY AT  
SCALE 1"=100'  
DATE 01. 22. 2024



Project Name: Village Cooperative of Century Hills  
FHA Project No.: 113-23002  
Address: North Richland Hills, Tarrant County, Texas

### CONSENT AND SUBORDINATION

COLLIERS MORTGAGE LLC, a Delaware limited liability company ("**Lender**"), as the owner and holder of that certain Multifamily Deed of Trust, Assignment of Leases and Rents and Security Agreement dated May 1, 2022, executed by Village Cooperative of Century Hills, a Texas cooperative association ("**Borrower**") in favor of William Z. Fairbanks, an individual, as Trustee for the benefit of Lender, as recorded in the office of the real property records of Tarrant County, Texas, on May 6, 2022 as Instrument No. D222118184 (as amended and modified to date, collectively the "**Deed of Trust**") encumbering the real property legally described as follows:

TRACT 1:

Being all of Lot 1, Block A, CENTURY HILLS ADDITION, an addition to the City of North Richland Hills, Texas, according to the plat recorded in Clerk's File No. D222020798, Official Public Records, Tarrant County, Texas.

TRACT 2:

Non- exclusive easement for ingress, egress, utilities, sign, visibility and temporary construction purposes as set forth in Access, Utilities, Sign, Visibility and Temporary Construction Easement Agreement between L. C. TUBB, JR. and JUDITH G. BROWN, individuals residing in Tarrant County, Texas, collectively as the grantor, and REE HOLDINGS-NORTH RICHLAND HILLS, LLC, a Minnesota limited liability company, as the grantee, dated August 17, 2021, filed August 18, 2021 as Instrument Number D221238720 of the Official Public Records of Tarrant County, Texas.

hereby acknowledges and consents to the execution and recording of and subordinates said Deed of Trust to the following:

Utility Easement Agreement dated April 1, 2024, executed by VILLAGE COOPERATIVE OF CENTURY HILLS, a Texas cooperative association, in favor of CITY OF NORTH RICHLAND HILLS, a Texas municipal corporation, to which this Consent and Subordination is attached.

*[Signature Page to Follow]*

Village Cooperative of Century Hills  
North Richland Hills, Tarrant County, Texas  
FHA Project No. 113-23002

**LENDER CONSENT AND SUBORDINATION TO UTILITY EASEMENT AGREEMENT  
EXECUTED BY VILLAGE COOPERATIVE OF CENTURY HILLS, A TEXAS COOPERATIVE  
ASSOCIATION, IN FAVOR OF CITY OF NORTH RICHLAND HILLS, A TEXAS MUNICIPAL  
CORPORATION.**

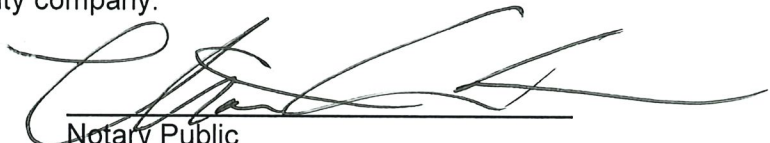
**IN WITNESS WHEREOF**, the undersigned has executed this Consent and Subordination.

COLLIERS MORTGAGE LLC, a  
Delaware limited liability company

By:   
Ben Larson  
Its: Vice President

STATE OF MINNESOTA     )  
  ) ss.  
COUNTY OF HENNEPIN     )

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of March, 2024,  
by Ben Larson, the Vice President, of COLLIERS MORTGAGE LLC, a Delaware limited liability  
company, on behalf of the limited liability company.

  
Notary Public  
My Commission Expires 01/31/2028

[Seal]

