

LETTER AGREEMENT

The Letter Agreement (the “**Agreement**”) is entered into effective as of _____ (the “**Effective Date**”) by and between Richard W. Craig (the “**Property Owner**”) and Tarrant County (the “**County**”). Each of County and Property Owner are a “**Party**” and are collectively referred to herein as the “**Parties**”.

RECITALS

WHEREAS, Joe Ogletree and Joyce Ogletree, Trustees of the Joe and Joyce Ogletree Revocable Trust under Agreement dated December 23, 1992 owned a certain Tract of 26.47 acres of land out of the Seth Pryor Survey, Abstract No. 1237, Tarrant County, Texas, as described in that certain Warranty Deed dated December 23, 1992, by and between Joe A. Ogletree and Joyce L. Ogletree, as Grantor, and Joe Ogletree and Joyce Ogletree, Trustees of the Joe and Joyce Ogletree Revocable Trust under Agreement dated December 23, 1992, and Grantee, and recorded as Instrument Number D192251506 in the Official Public Records of Tarrant County; and

WHEREAS, Joyce Ogletree, Trustee of the Joe and Joyce Ogletree Revocable Trust conveyed a permanent easement (the “**Drainage Easement**”) for the purposes of surveying, laying out, opening, constructing, operating, maintaining, and reconstructing a drainage channel facility thereon, together with the necessary incidentals and appurtenances thereto, in, along, upon, under and across the said 26.47 acres of land, as described in that certain Right-of-Way Easement dated June 30, 1997, by and between Joyce Ogletree, Trustee of the Joe and Joyce Ogletree Revocable Trust, as Grantor, and Tarrant County, as Grantee, and recorded as Instrument Number D197130203 in the Official Public Records of Tarrant County; and

WHEREAS, the Joe and Joyce Ogletree Revocable Trust, dated December 23, 1992, by Linda Stewart as trustee conveyed the said 26.47 acres of land to Linda Stewart, as described by that certain General Warranty Deed – Trust Distribution dated January 20, 2015, by and between Joe and Joyce Ogletree Revocable Trust, dated December 23, 1992, by Linda Stewart as trustee, as Grantor, and Linda Stewart, a single person, as Grantee, and recorded at Instrument Number D215012971 in the Official Public Records of Tarrant County; and

WHEREAS, Linda Stewart conveyed a 1.05 acre tract of land situated in the Seth Pryor Survey, Abstract No. 1237, Tarrant County, Texas and being a portion of the 26.47 acre tract conveyed by deed to Linda Stewart recorded in Instrument Number D215012971 (the “**Property**”) to the Property Owner, as described by that certain General Warranty Deed dated September 27, 2017 by and between Linda Stewart, a single woman, as Grantor, and Richard W. Craig, as Grantee, and recorded as Instrument Number D217237213 in the Official Public Records of Tarrant County; and

WHEREAS, the Property is encumbered by a portion of the Drainage Easement; and

WHEREAS, Property Owner agrees to allow the County to install a gate on the Property for exclusive access by the County to the Drainage Easement located on the Property according to the terms and conditions set forth in this Agreement.

NOW THEREFORE, the parties hereby agree as follows:

AGREEMENTS

1. Grant of Access. The Property Owner hereby grants the County permission to install a gate along the east property line of the Property (the “Gate”), with access to Kennedale New Hope Road/County Road 1025. The County, its successors, contractors or assigns, and its agents and employees, shall have full right to enter the Property through the Gate to survey, construct, repair, remove, replace, reconstruct, inspect, improve and maintain the Drainage Easement.

2. Construction; Maintenance; Repairs. The County shall be responsible for all costs associated with constructing, operating, and maintaining the Gate in good working order. County, at its sole cost and expense, shall restore the Property to its original condition, or as close thereto as possible, except as necessarily modified to accommodate and maintain the Gate installed by County. County shall be responsible for all repairs to the Gate, except to the extent such repairs are caused by the Property Owner’s negligence or willful misconduct.

3. Locks. The County shall install a lock on the Gate, and shall keep the gate locked at all times, except for when entering and exiting the Property. The County will provide the Property Owner with access to the Gate and a means of removing the lock.

4. Exclusivity. The Gate shall be used exclusively by the County and its agents, employees, and independent contractors for the purpose of operating, maintaining, and reconstructing the Drainage Easement.

5. Reservation of Rights. Property Owner expressly reserves the right to use and grant to others the right to use the Property for any purpose that does not unreasonably and materially interfere with or prevent access to the Gate by the County as allowed in this Agreement, and so long as there continues to be actual uninterrupted vehicular and other access to the Drainage Easement via the Gate.

6. Repairs/Maintenance Caused by County. County shall, at no cost to Property Owner, promptly repair or cause to be repaired any physical damage to the Property caused by County’s use of the Gate. Repair or maintenance of the Property shall be coordinated with the Property Owner.

7. No Waiver. No waiver by any Party of any provision hereof shall be deemed to have been made unless expressed in writing and signed by such Party. No delay or omission in the exercise of any right or remedy accruing to any Party upon any breach of this Agreement by another Party hereto shall impair such right or remedy or be construed as a waiver of such breach, and the waiver of any breach shall not be deemed a waiver of any other breach of the same or any other provision of this Agreement.

8. Notice Requirements. The County shall provide the Property Owner with reasonable notice of no less than twenty-four (24) hours prior to accessing the Property via the Gate. Such notice shall include a phone call, text message, or email.

Property Owner: Richard W. Craig
4581 Kennedale New Hope Rd
Kennedale, TX 76060

County: Tarrant County
Transportation Department
100 E Weatherford St, Suite 401
Ft. Worth, TX 76196

From time to time a Party may designate a contact for the purpose of receiving notices hereunder by giving notice of its contact information to the other Parties in the manner provided above.

9. Exhibits. The Parties acknowledge that all exhibits referenced herein are attached to this Agreement and are incorporated herein by reference.

10. Counterparts. This Agreement may be executed in three or more counterparts, all of which will comprise one and the same document. It will not be necessary for all Parties to sign all counterparts, so long as the signature of each Party appears on at least one counterpart. Three or more counterparts may be combined into one document by compiling the signature pages and acknowledgments from such counterparts.

11. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and, to the greatest extent legally possible, effect shall be given to the intent manifested by the portion held invalid or inoperative.

12. Governing Law. The Parties agree that this Agreement is subject to, and agree to comply with, applicable local, State of Texas, and federal statutes, rules and regulations. THIS AGREEMENT BETWEEN THE PARTIES SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, USA, WITHOUT REFERENCE TO ITS LAWS RELATING TO CONFLICTS OF LAW. Any legal action arising out of or relating to the Agreement shall be brought only in the state or federal courts located in Tarrant County, Texas, and the Parties irrevocably consent to the jurisdiction and venue of such courts.

TO HAVE AND TO HOLD the above described Agreement, together with all and singular, the rights and appurtenances thereto in anyway belonging unto County, and County's successors and assigns forever; and Property Owner does hereby bind itself and its successor and assigns.

[Remainder of Page Intentionally Left Blank]

APPROVED on this day the _____ day of _____, 2023, by Tarrant County.

Commissioners Court Order No. _____.

TARRANT COUNTY
STATE OF TEXAS

PROPERTY OWNER:
RICHARD W. CRAIG

Tim O'Hare
County Judge

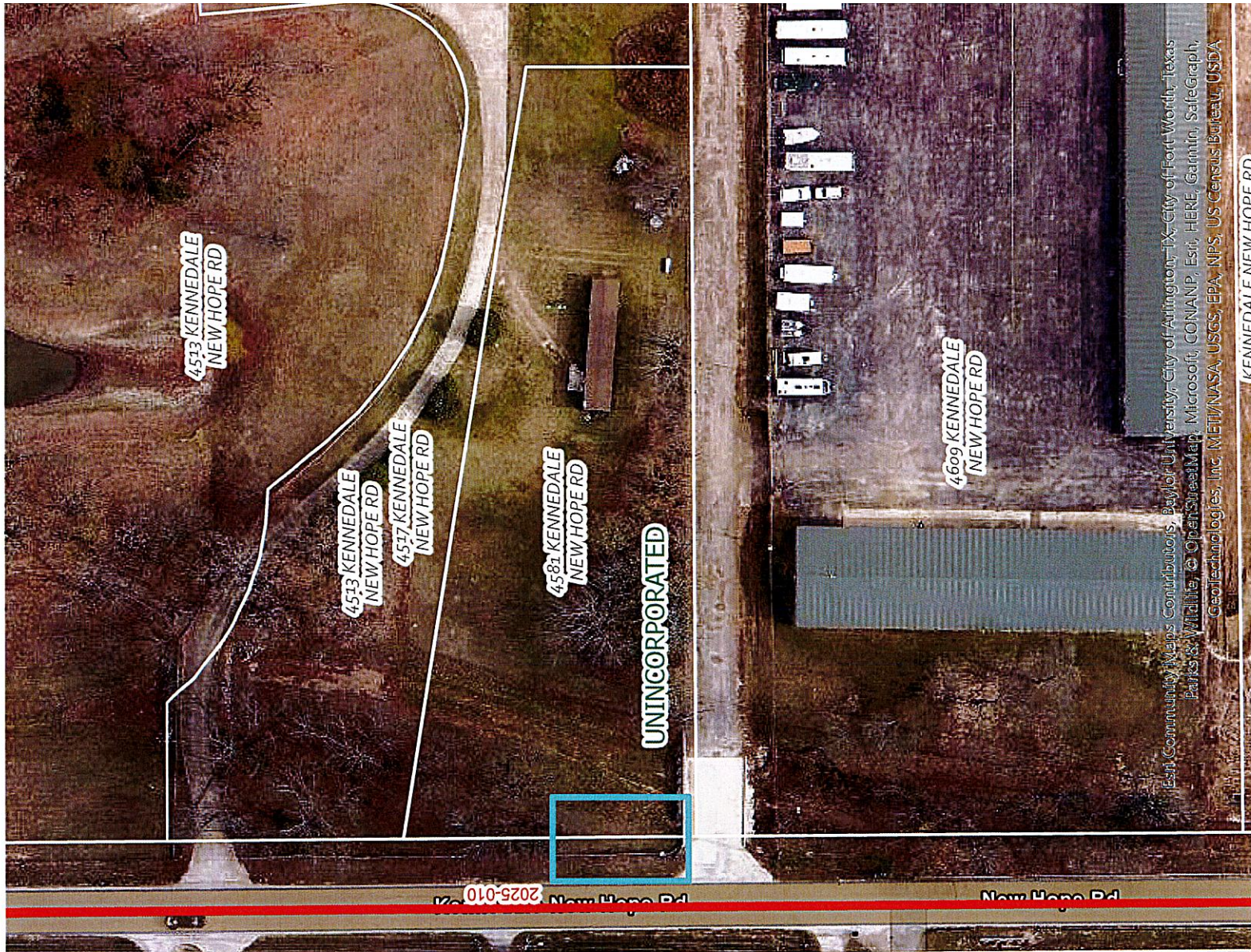
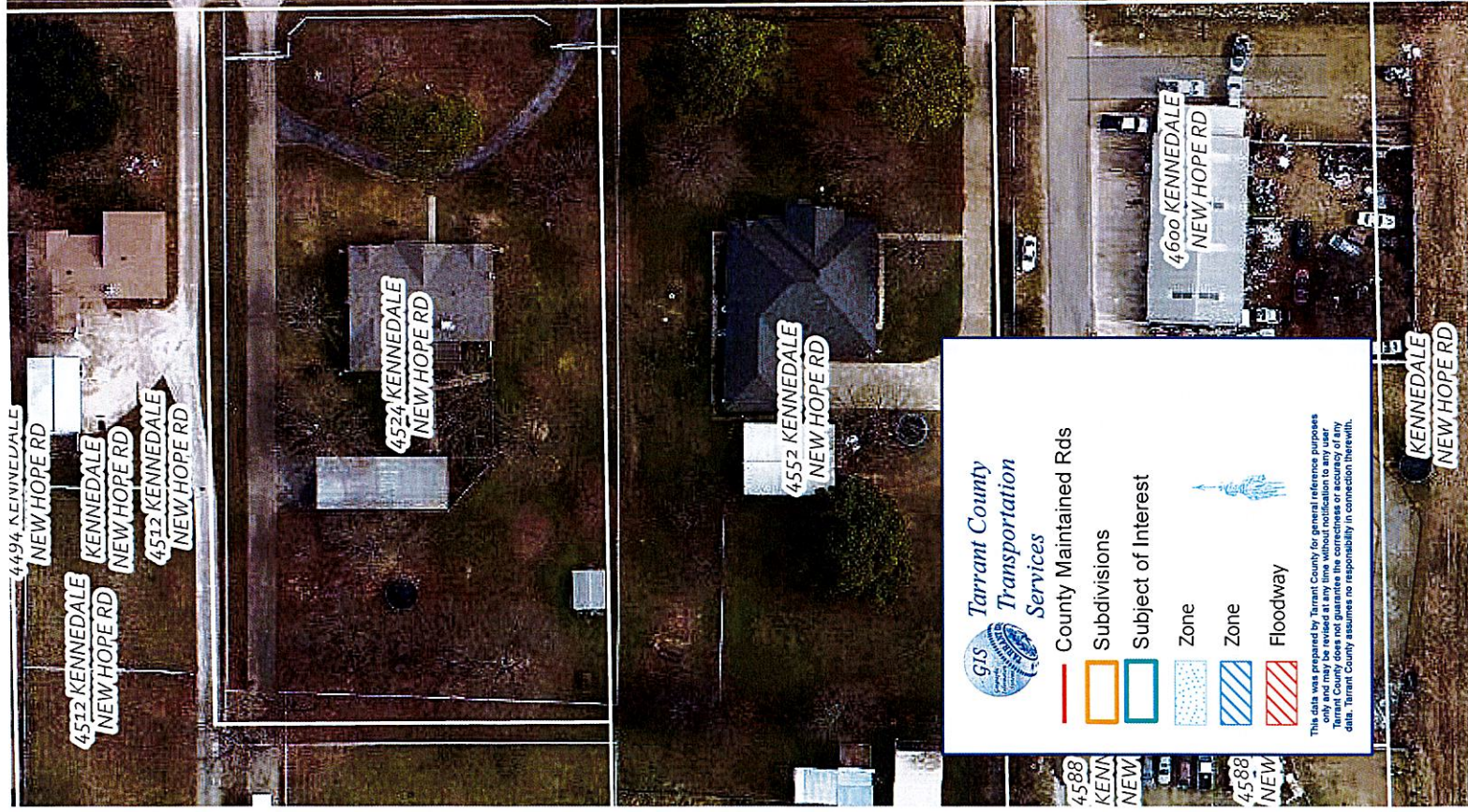
Richard W. Craig

Authorized Signature

APPROVED AS TO FORM:

Criminal District Attorney's Office*

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.



Tarrant County Transportation Services

- County Maintained Rds
- Subdivisions
- Subject of Interest
- Zone
- Zone
- Floodway

This data was prepared by Tarrant County for general reference purposes only. Tarrant County does not guarantee the correctness or accuracy of any data. Tarrant County assumes no responsibility in connection therewith.

Esri Community Maps Contributors, Baylor University, City of Arlington, TX, City of Fort Worth, Texas, Parks & Wildlife, © OpenStreetMap, Microsoft, CONANP, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METANASA, USGS, EPA, NPS, US Census Bureau, USDA

KENNEDALE NEW HOPE RD