

RESOLUTION NO. 260519-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEONARD, TEXAS, AUTHORIZING THE EXECUTION BY THE CITY ADMINISTRATOR OF DOCUMENTS NECESSARY TO EFFECTUATE A PUBLIC UTILITY EASEMENT AGREEMENT WITH JAMES C. WATSON AND BILLY D. WATSON FOR PROPERTY DESCRIBED IN DOCUMENT NO. 2022007477 OF THE OFFICIAL PUBLIC RECORDS OF FANNIN COUNTY, TEXAS; AND PROVIDING FOR AN EFFECTIVE.

WHEREAS, the City of Leonard, Texas, ("City"), is a Type A General-Law Municipality located in Fannin County, Texas, created in accordance with provisions of the Texas Local Government Code and operating pursuant to the enabling legislation of the State of Texas; and

WHEREAS, James C. Watson and Billy D. Watson and City Council desire to enter into a Public Utility Easement Agreement; and

WHEREAS, the Public Utility Easement will be for an approximate 20-foot-wide strip of land for a permanent and perpetual utility easement and a 50-foot-wide strip of land for a temporary construction easement; and

WHEREAS, the City Council deems it in the best interest of the City to enter into the Public Utility Easement with James C. Watson and Billy D. Watson for the construction and maintenance of the City's new water tower.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LEONARD, TEXAS:

Section 1. Incorporation of Premises. All of the above premises are found to be true and correct and are incorporated into the body of this Resolution as if copied in their entirety.

Section 2. Agreement Authorizes. The Public Utility Easement Agreement between the City of Leonard and James C. Watson and Billy D. Watson, attached as Exhibit A, and incorporated herein by reference, is hereby approved. The City Council authorizes the City Administrator to execute the Public Utility Easement.

Section 3. Severability. Should any section, subsection, sentence, clause, or phrase of this Resolution be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Resolution shall remain in full force and effect. The City hereby declares that it would have passed this Resolution, and each section, subsection, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

Section 4. Cumulative Repealer. All provisions of Resolutions of the City in conflict with the

provisions of this Resolution are hereby repealed, and all other provisions of resolutions of the City not in conflict with the provisions of this Resolution, shall remain in full force and effect.

Section 5. Effective Date. That this Resolution shall become effective immediately from and after its passage, and it is so resolved.

PASSED AND APPROVED by the City Council of the City of Leonard, Texas, this the 19th day of May 2026.

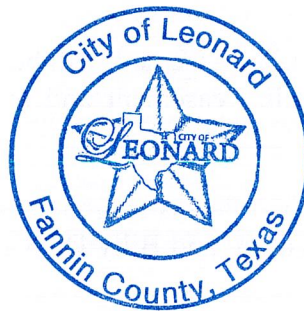


Michael Pye, Mayor

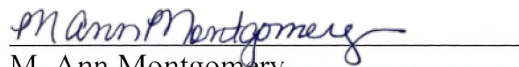
ATTEST:



Melissa Verde
City Secretary



APPROVED AS TO FORM:



M. Ann Montgomery
City Attorney

Exhibit "A"
Public Utility Easement Agreement

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.

PUBLIC UTILITY EASEMENT AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF FANNIN §

DATE: May ____, 2026

GRANTORS: James C. Watson and Billy D. Watson

**GRANTORS' MAILING
ADDRESS:**

Attn: James C. Watson
P.O. Box 1169
Leonard, Texas 75452

Attn: Billy D. Watson
1001 Highway 78
Leonard, Texas 75452

GRANTEE: City of Leonard, a Texas municipal corporation

**GRANTEE'S MAILING
ADDRESS:**

Attn: City Administrator
111 W. Collins Street
Leonard, Texas 75452
cityvadmin@cityvofleonard.net

CONSIDERATION:

Ten Dollars (\$10.00), and other good and valuable consideration, including the receipt and sufficiency of which are hereby acknowledged, including the application of base water rate for customers inside the corporate limits of Grantee to Grantors' water usage for the Property for a period of **10 years**, which sum has been determined to be and shall not exceed the approximate fair market value of the Easement Property agreed upon by the Grantor and Grantee.

PROPERTY:

A called approximate 274.001-acre tract of land conveyed to James C. Watson, according to the document filed of record in Document

No. 2022007477 of the Official Public Records, Fannin County, Texas (O.P.R.F.C.T).

**EASEMENT
PROPERTY:**

**PERMANENT
EASEMENT:**

An approximate 4,187 square feet (0.096 acres) of land situated in the Martin Moore Survey, Abstract No. 778, Fannin County, Texas, located upon the Property, and being more particularly described and depicted in **Exhibit "A"**, attached hereto and incorporated herein for all purposes.

**TEMPORARY
EASEMENT:**

An approximate 10,453 square feet (0.240 acres) running parallel along and abutting the north side of the Permanent Easement Property located upon the Property, and being more particularly described and depicted in Exhibit "B", attached hereto and incorporated herein for all purposes

**EASEMENT
PURPOSE:**

**PERMANENT
EASEMENT:**

A permanent and perpetual utility easement for the purpose of the installation, construction, operation, maintenance, replacement, repair, and upgrade of an elevated storage tank, (commonly, the "Water Tower"), and directly related facilities (collectively, the "Facilities") in, across and under the Easement Property.

**TEMPORARY
EASEMENT**

A temporary construction easement for use by Grantee and those claiming by, through or under Grantee, for access to and construction of the Water Tower and Facilities.

GRANT OF PERMANENT EASEMENT. Grantors, for the Consideration paid to Grantee, hereby GRANTS, SELLS, AND CONVEYS to Grantee and Grantee's successors and assigns an easement over, on, and across the Permanent Easement Property for the Easement Purposes, together with all and singular the rights and appurtenances thereto in any way belonging (collectively, the "Permanent Easement"), to HAVE AND TO HOLD the Permanent Easement to Grantee and Grantee's successors and assigns forever. Grantors bind Grantors and Grantors' successors and assigns to WARRANT AND FOREVER DEFEND the title to the Easement in Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the Permanent Easement or any part of the Permanent Easement.

The following terms and conditions apply to the Easement granted by this Agreement:

1. *Definitions.* The term "this Agreement" means this Public Utility Easement Agreement. The terms "Grantors", "Grantee," "Consideration", "Easement Property", and "Easement Purpose" in this Agreement are defined above. When the context requires, singular nouns and pronouns include the plural. When appropriate, the term "Grantee" includes the employees and authorized agents of Grantee.
2. *Character of Permanent Easement.* The Easement is nonexclusive and irrevocable. The Easement is for the benefit of Grantee and Grantee's successors and assigns, as applicable.
3. *Duration of Permanent Easement.* The duration of the Easement is perpetual.
4. *Reservation of Rights.* Grantee's right to use the Permanent Easement Property is nonexclusive, and Grantors reserve for Grantors and Grantor's successors and assigns the right to use all or part of the Easement Property in conjunction with Grantee in any and all ways and manners as Grantors wishes as long as such uses by Grantors and Grantors' successors and assigns do not interfere with the use and enjoyment of the Permanent Easement and the Easement Property by Grantee and the Grantee's successors and assigns for the Easement Purpose, and the right to convey to others the right to use all or part of the Permanent Easement Property in conjunction with Grantee, as long as such further conveyance is subject to the terms of this Agreement.
5. *Temporary Construction Easement.* Grantors hereby further grants, sells, and conveys to Grantee a Temporary Easement as specifically described herein and generally described as an approximate fifty feet (50') in width area running parallel along and abutting the north side of the Permanent Easement Property for the construction of the Facilities and being more particularly described and depicted in Exhibit "B", attached hereto and incorporated herein for all purposes. The temporary construction easement granted herein shall terminate upon completion of the Facilities at which time Grantee shall promptly return the surface of the Temporary Easement Property to its pre-construction condition and record a Release of Temporary Construction Easement in substantially the form attached hereto as Exhibit "C". Grantors agree, for the consideration set forth herein, that during the time in which the Temporary Easement is in effect under this Agreement, not to construct or place within the Temporary Easement Property any buildings, structures, fences, property, or other improvements of any nature whatsoever which would interfere with Grantee's rights hereunder, or any shrubs, trees or other growth of any kind which would interfere with Grantee's rights hereunder, or otherwise interfere with the Temporary Easement Purpose, without the prior written consent of Grantee.
6. *Improvement and Maintenance of Permanent Easement Property.* Improvement of the Easement Property and the Facilities will be at the sole expense of Grantee. With respect to the Permanent Easement Property, Grantee has the right to construct, install, maintain, replace, and remove the Facilities under or across any portion of the Permanent Easement Property. All matters concerning the Facilities and their configuration, construction, installation, maintenance, replacement, and removal are at Grantee's sole discretion and sole expense,

subject to performance of Grantee's obligations under, and the terms and conditions of, this Agreement. Grantee has the right to remove or relocate any fences within the Permanent or Temporary Easement Property if reasonably necessary to construct, install, maintain, replace, or remove the Facilities, subject to replacement of any fences to their original condition on the completion of the work. Grantors agrees, for the consideration set forth herein, not to construct or place within the Permanent Easement Property any buildings, structures, fences, property, or other improvements of any nature whatsoever which would interfere with Grantee's rights hereunder, or any shrubs, trees or other growth of any kind which would interfere with Grantee's rights hereunder, or otherwise interfere with the Permanent Easement Purpose, without the prior written consent of Grantee; notwithstanding streets may cross the Permanent Easement Property at ninety degree angles to access adjacent property, with such street crossings to be in the locations reflected on final plat(s). Grantee shall have the right to remove, and keep removed, all or parts of any building, structure, fence, property, or other improvement, or any shrub, tree, or other growth or obstruction, of any character that is located within the Permanent Easement Property and which, in the commercially-reasonable judgment of Grantee, may endanger or in any way interfere with the installation, construction, reconstruction, maintenance, replacement, repair, upgrading, alteration, protection, inspection, operation, use, removal, efficiency, or convenient and safe operation and maintenance of the Facilities described herein or the exercise of Grantee's rights hereunder.

7. *Restoration of Property to Pre-Construction Condition.* Grantee shall clean up and remove all trash and debris caused by Grantee's construction, reconstruction, and maintenance of the Facilities. After all such activities, Grantee shall return the surface of the Permanent Easement Property to its pre-construction condition as is reasonably practicable, excluding fences, trees, shrubs and vegetation that were removed as a result of such construction or installation of the Facilities, if changed by Grantee's use of the rights granted by the Permanent Easement.
8. *Equitable Rights of Enforcement.* The 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, in equity, or otherwise.
9. *Attorney's Fees.* If either 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.
10. *Binding Effect.* This Agreement binds and inures to the benefit of the parties and their respective heirs, successors and permitted assigns.
11. *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.

12. *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.
13. *Waiver of Default.* It is not a waiver of or consent to default if the non-defaulting 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.
14. *Insurance.* It shall be a condition precedent to each and every entry upon the Easement Property that Grantee and those claiming by, through or under Grantee have in full force and effect, at no expense to Grantor, policies of insurance, in commercially-reasonable amounts, to protect and defend the Grantor against injuries to persons and damages to property arising out of Grantee's exercise of rights under this Easement, including without limitation the installation, operation and use of the Facilities and/or accessing of or presence upon the Easement Property.
15. *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.
16. *Entire Agreement.* This Agreement and any exhibits constitute the entire agreement of the parties concerning the grant of the Easement by Grantor to Grantee. There are no representations, agreements, warranties, or promises that are not expressly set forth in this Agreement and any exhibits.
17. *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 this Agreement. Whenever context requires, the singular will not 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.
18. *Liens and Encumbrances.* Grantor warrants that there are no liens, attachments, or other encumbrances that affect the title or right of Grantor to convey this Easement to Grantee for the purposes described herein except for those with a signature and acknowledgment included in and made a part of this document conveying the rights and privileges contained herein and subordinating any such lien or encumbrance to the easement granted herein.
19. *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.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

GRANTOR:

James C. Watson

By: _____ Date: _____

THE STATE OF TEXAS §

COUNTY OF FANNIN §

This instrument was acknowledged before me on the _____ day of May, 2026, by James C. Watson, on behalf of the individual property owner.

Notary Public in and for the State of Texas

GRANTOR:

Billy D. Watson

By: _____ Date: _____

THE STATE OF TEXAS §

COUNTY OF FANNIN §

This instrument was acknowledged before me on the _____ day of May, 2026, by Billy D. Watson, on behalf of the individual property owner.

Notary Public in and for the State of Texas

GRANTEE:

City of Leonard, Texas

By: _____ Date: _____

THE STATE OF TEXAS §

COUNTY OF FANNIN §

This instrument was acknowledged before me on the _____ day of May 2026, by George Evanko, City Administrator of the City of Leonard, a Texas Municipal Corporation, on behalf of said entity.

Notary Public in and for the State of Texas

EXHIBIT A
PERMANENT UTILITY EASEMENT DESCRIPTION

EXHIBIT "A"
20' PERMANENT
MAINTENANCE EASEMENT
CITY OF LEONARD,
FANNIN COUNTY, TEXAS

Being a tract of land, situated in the Martin Moore Survey, Abstract No. 778, in the City of Leonard, Fannin County, Texas, and being a part of the Second Tract, a called 274.001 acre tract, described in deed to James C. Watson, as recorded under Instrument No. 2022007477, of the Official Public Records, Fannin County, Texas (O.P.R.F.C.T.), said tract being more particularly described, as follows:

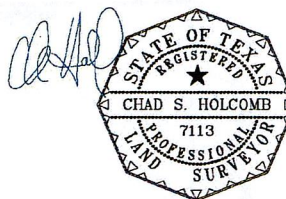
BEGINNING at a chain link fence post found for an "ell" corner of said 274.001 acre tract, same being the southeasterly corner of a tract of land, described in deed to the City of Leonard, as recorded in Volume 555, Page 449, of the Deed Records, Fannin County, Texas (D.R.F.C.T.);

THENCE over and across said 274.001 acre tract, the following (2) two courses and distances:

1. South 01°44'25" West, a distance of 20.00' to a point for corner;
2. North 88°56'01" West, a distance of 209.26' to a point for corner in County Road No. 4720, same being the westerly line of said 274.001 acre tract;

THENCE North 01°16'59" East, along said County Road No. 4720, same being along the westerly line of said 274.001 acre tract, a distance of 20.00' to point for corner, being an "ell" corner of said 274.001 acre tract, same being the calculated southwesterly corner of said City of Leonard tract;

THENCE South 88°56'01" East, along the common line between said City of Leonard tract and said 274.001 acre tract, a distance of 209.42' to the **POINT OF BEGINNING** and containing 4,187 square feet or 0.096 acres of land, more or less.



This metes and bounds description is accompanied by a survey plat of even date.

Bearings are based on the Texas State Plane Coordinate System, North Central Zone (4202), NAD83. Surface values shown can be converted to grid by dividing by the combined scale factor of 0.999855345, from base point 0,0.

DATE: 12/02/2025

REVISED:

SCALE: 1" = 50'

CHK'D. BY: M.B.A.

JOB NO.: 2025-0091

20' PERMANENT
MAINTENANCE EASEMENT
MARTIN MOORE SURVEY
ABSTRACT NO. 778
CITY OF LEONARD,
FANNIN COUNTY, TEXAS



North Texas Surveying, L.L.C.
Registered Professional Land Surveyors

1010 West University Drive
McKinney, Tx. 75069
Ph. (469) 424-2074 Fax: (469) 424-1997
www.northtexassurveying.com
Firm Registration No. 10074200

North Texas Surveying, L.L.C.
Registered Professional Land Surveyors
1010 West University Drive
McKinney, Tx. 75069
Ph. (469) 424-2074 Fax: (469) 424-1997
www.northtexassurveying.com
Firm Registration No. 10074200

EXHIBIT B
TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION

EXHIBIT "A"
50' TEMPORARY
CONSTRUCTION EASEMENT
CITY OF LEONARD,
FANNIN COUNTY, TEXAS

Being a tract of land, situated in the Martin Moore Survey, Abstract No. 778, in the City of Leonard, Fannin County, Texas, and being a part of the Second Tract, a called 274.001 acre tract, described in deed to James C. Watson, as recorded under Instrument No. 2022007477, of the Official Public Records, Fannin County, Texas (O.P.R.F.C.T.), said tract being more particularly described, as follows:

COMMENCING at a chain link fence post found for an "ell" corner of said 274.001 acre tract, same being the southeasterly corner of a tract of land, described in deed to the City of Leonard, as recorded in Volume 555, Page 449, of the Deed Records, Fannin County, Texas (D.R.F.C.T.);

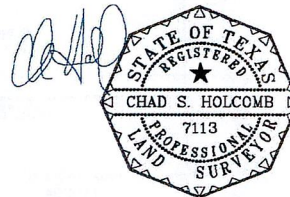
THENCE South 01°44'25" West, over and across said 274.001 acre tract, a distance of 20.00' to the **POINT OF BEGINNING** of the herein described tract;

THENCE continuing over and across said 274.001 acre tract, the following (2) two courses and distances:

1. South 01°44'25" West, a distance of 50.00' to a point for corner;
2. North 88°56'01" West, a distance of 208.86' to a point for corner in County Road No. 4720, same being the westerly line of said 274.001 acre tract;

THENCE North 01°16'59" East, along said County Road No. 4720, same being along the westerly line of said 274.001 acre tract, a distance of 50.00' to point for corner;

THENCE South 88°56'01" East, over and across said 274.001 acre tract, a distance of 209.26' to the **POINT OF BEGINNING** and containing 10,453 square feet or 0.240 acres of land, more or less.



This metes and bounds description is accompanied by a survey plat of even date.

Bearings are based on the Texas State Plane Coordinate System, North Central Zone (4202), NAD83. Surface values shown can be converted to grid by dividing by the combined scale factor of 0.999855345, from base point 0,0.

DATE:	12/02/2025
REVISED:	
SCALE:	1" = 50'
CHK'D. BY:	M.B.A.
JOB NO.:	2025-0091

50' TEMPORARY
CONSTRUCTION EASEMENT
MARTIN MOORE SURVEY
ABSTRACT NO. 778
CITY OF LEONARD,
FANNIN COUNTY, TEXAS



North Texas Surveying, L.L.C.
Registered Professional Land Surveyors

1010 West University Drive
McKinney, Tx. 75069
Ph. (469) 424-2074 Fax: (469) 424-1997
www.northtexassurveying.com
Firm Registration No. 10074200

DATE:	12/02/2025	50' TEMPORARY CONSTRUCTION EASEMENT MARTIN MOORE SURVEY ABSTRACT NO. 778 CITY OF LEONARD, FANNIN COUNTY, TEXAS	 North Texas Surveying, L.L.C. Registered Professional Land Surveyors 1010 West University Drive McKinney, Tx. 75069 Ph. (469) 424-2074 Fax: (469) 424-1997 www.northtexasurveying.com Firm Registration No. 10074200
REVISED:			
SCALE:	1" = 50'		
CHK'D. BY:	M.B.A.		
JOB NO.:	2025-0091		

EXHIBIT C
RELEASE OF TEMPORARY CONSTRUCTION EASEMENT

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.

RELEASE OF TEMPORARY CONSTRUCTION
EASEMENTS

STATE OF TEXAS §
 §
COUNTY OF FANNIN §

DATE: [_____] , 202____

GRANTORS: James C. Watson and Billy D. Watson

**GRANTORS' MAILING
ADDRESS:**

Attn: James C. Watson
P.O. Box 1169
Leonard, Texas 75452

Attn: Billy D. Watson
1001 Highway 78
Leonard, Texas 75452

GRANTEE: City of Leonard, a Texas municipal corporation

**GRANTEE'S MAILING
ADDRESS:**

Attn: City Administrator
111 W. Collins Street
Leonard, Texas 75452
cityadmin@cityofleonard.net

ORIGINAL EASEMENT

DATE: -----, 2026

ORIGINAL EASEMENT

RECORDING INFORMATION: Instrument No. 2026-____

CONSIDERATIONS: Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

Since conveyance of the Temporary Construction Easement to the City of Leonard, the related water tower construction has been completed. Grantee and Grantor hereby desire to release and relinquish the Temporary Construction Easement portion of the Instrument referenced above.

Grantee, the City of Leonard, Texas, for consideration received, hereby RELEASES and RELINQUISHES the Temporary Construction Easement recorded as Instrument No. 2026-__ __ __, attached hereto as Exhibit A.

GRANTOR:
James C. Watson

By: _____ Date: _____

GRANTOR:
Billy D. Watson

By: _____ Date: _____

Acknowledgement

THE STATE OF TEXAS §
COUNTY OF FANNIN §

This instrument was acknowledged before me on the _____ day of _____, 20__, by James C. Watson, on behalf of the individual property owner.

Notary Public's Signature

Acknowledgement

THE STATE OF TEXAS §
COUNTY OF FANNIN §

This instrument was acknowledged before me on the _____ day of _____, 20__, by Billy D. Watson, on behalf of the individual property owner.

Notary Public's Signature

GRANTEE:
The City of Leonard
A Municipal Corporation of Fannin County,
Texas

By: _____

Date: _____

Acknowledgement

THE STATE OF TEXAS §

COUNTY OF FANNIN §

This instrument was acknowledged before me on the _____ day of _____, 20__, by
George Evanko, City Administrator of the City of Leonard, a Texas Municipal Corporation, on behalf
of said entity.

Notary Public's Signature