

RESOLUTION NO. 1504

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF COMMERCE, TEXAS APPROVING A LICENSE AGREEMENT FOR INGRESS AND EGRESS OF A PARCAL OF PROPERTY; AND AUTHORIZING THE CITY MANAGER TO EXECUTE THIS RESOLUTION AND ANY OTHER REQUISITE TO EXECUTING THIS RESOLUTUON ON BEHALF OF THE CITY OF COMMERCE, TEXAS.

WHEREAS, at a special meeting of the City Council of the City of Commerce, Texas, was held in Commerce, Texas, at City Hall on 3rd day of November, 2017; a majority of Council Members present and constituting a quorum, the following resolution was adopted;

WHEREAS, in 1966 the City of Commerce negotiated an agreement with Southern Pacific Railroad for the placement of a 21" water transmission line from the City's Horton Wells to the City of Commerce.

WHEREAS, in the late 1980's, Southern Pacific Railroad announced that they would be abandoning the rail line.

WHEREAS, in March of 1990, faced with the potential loss of the license for the existing transmission line from the Horton Wells Field, and to ensure a corridor for a pipeline to Cooper Lake, the City Attorney contacted Southern Pacific Railroad and negotiated the purchase of the railroad right of way.

WHEREAS, the right of way was deeded to the City of Commerce in March of 1990, by a Special Warranty Deed recorded with the Delta County Clerk, Vol 194, Page 453 and 454, specifically the surveyor's description on Vol 194, Page 460.

WHEREAS, the City of Commerce has historically provided the property owners along Farm Road 71 a license agreement to cross the City's Railroad property for the purpose of ingress and egress to their property.

WHEREAS, the property located on Farm Road 71 identify by Delta County Central Appraisal District (CAD) ID #2094, currently owned by Shane and Laurie Head, is being sold to Jeremiah Solis and Kira Solis, and the new owners need access to the driveway located on the southwest corner of the parcel of land.

WHEREAS, the Delta County Title Company in Cooper, Texas is requesting a license agreement from the City of Commerce for the new owners Jeremiah Solis and Kira Solis, in order to complete the closing of said property.

NOW, THEREFORE, BE IT RESOLVED, that the City of Commerce issue a license agreement to Jeremiah Solis and Kira Solis for the purpose of ingress and egress to the property identified by CAD ID # 2094 on Farm Road 71 in Delta County.

BE IT ALSO RESOLVED, that the City Manager of the City of Commerce be and is hereby authorized to execute this resolution and any other instruments requisite to executing this resolution.

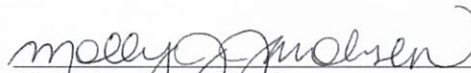
AND IT IS SO RESOLVED.

PASSED AND APPROVED on this the 3rd day of November, 2017.

CITY OF COMMERCE:

ATTEST:


Wyman Williams, Mayor


Molly Jacobsen, City Secretary

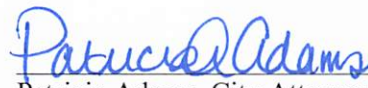
(Seal)



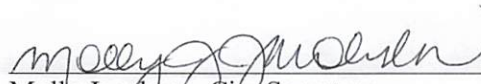
REVIEWED FOR ADMINISTRATION:

REVIEWED AS TO FORM AND LEGALITY:


Darrek Ferrell, City Manager

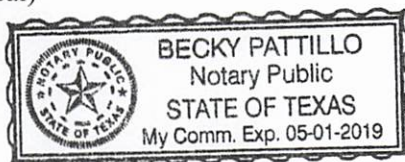

Patricia Adams, City Attorney

I, Molly Jacobsen, City Secretary of the City of Commerce, Texas, do hereby certify that the above is a true and correct copy of a Resolution and that the same has not been repealed and is in full force and effect.


Molly Jacobsen, City Secretary

Sworn to and subscribed before me, the undersigned authority, on this the 16th day of November, 2017, to certify which witness my hand and seal of office.

(Seal)

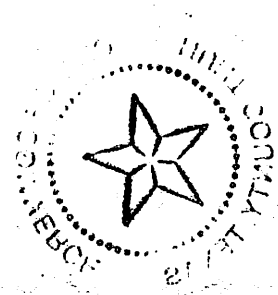
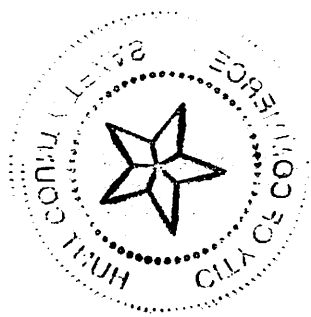



Notary Public, State of Texas

STATE OF TEXAS COUNTY OF DELTA
I hereby certify that this instrument was filed on the
date and time stamped hereon by me and was duly
recorded in the volume and page of the named records
of Delta County, Texas as stamped hereon by me.



NOV 27 2017
JANE JONES
COUNTY CLERK, Delta County, Texas



STATE OF TEXAS
COUNTY OF DALLAS
I hereby certify that the within and foregoing is a true and correct copy of the original as the same appears in the records of the County Clerk of the County of Dallas, State of Texas.

STATE OF TEXAS
COUNTY OF DALLAS
I hereby certify that the within and foregoing is a true and correct copy of the original as the same appears in the records of the County Clerk of the County of Dallas, State of Texas.

LICENSE AGREEMENT FOR ACCESS

Jane Jones, County Clerk
DELTA COUNTY, TEXAS

THIS LICENSE AGREEMENT (this "Right-of-Access"), is made this 3rd day of November, 2017, by and between JEREMIAH SOLIS and wife, KIRA SOLIS (the "Licensee"), and the CITY OF COMMERCE, a Texas municipality (the "Licensor").

WHEREAS, Licensee is the fee simple owner of certain real property located in Delta County, Texas, more particularly shown on Exhibit "A" (the "Licensee's Property"); and

WHEREAS, Licensee desires to obtain and Licensor desires to grant a revocable nonexclusive license to use a portion of the Licensor's property as more particularly described on Exhibit "B", attached hereto and made a part hereof (the "Right-of-Access Area") for ordinary driveway purposes so that Licensee has ingress to, and egress from, the Licensee's Property, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree to the foregoing and as follows:

1. License. Licensor hereby grants to Licensee a revocable non-exclusive license for ordinary driveway purposes on, over and across the Right-of-Access Area for use in relation to Licensee's property, and more specifically for the purpose of the Licensee having vehicular access across Licensor's Property. This Right-of-Access is granted only to allow Licensee and its agents access to Licensee's Property. Licensee covenants that the exercise of its rights hereunder will not unreasonably disrupt or interfere with Licensor's water transmission line or other use of Licensor's Property.

2. Representation and Warranties of Licensee. Licensor represents and warrants that: (i) it has the requisite power and authority to execute and, deliver this Right-of-Access Agreement; (ii) the execution and, delivery and performance of this Right-of-Access Agreement have been duly authorized by all necessary city council action on the part of Licensor; and (iii) this Right-of-Access Agreement has been duly and validly executed and delivered by Licensor and is a valid and legally binding agreement of Licensor.

3. Miscellaneous.

- (a) This Agreement contains the entire understanding between the parties hereto concerning the subject matter hereof and it is understood and agreed that all negotiations and agreements had between the parties are merged herein.
- (b) The license granted in this Right-of-Access Agreement is for the exclusive benefit of the Licensee and not for the general public. Further, this agreement shall not be deemed or construed as Licensor dedicating, consenting to the dedication of the Right-of-Access Area for public use. The Licensee shall not assign or otherwise transfer the license granted in this Permit to any person or entity, without the prior written consent of the Licensor.

(c) If any paragraph of this Right-of-Access Agreement, or portion thereof, is declared by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Right-of-Access Agreement will not be affected and each paragraph of this Agreement will be valid and enforceable to the fullest extent permitted by law.

(d) This Right-of-Access Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflicts of law principles. All disputes arising under this Right-of-Access Agreement must be litigated in the County Court of Delta County, Texas and the parties consent to the jurisdiction and venue of such court.

(e) This Right-of-Access Agreement may be executed in any number of counterparts, each of which when so executed and delivered, shall constitute an original, but all of which together shall constitute but one instrument. Signatures transmitted by facsimile shall have the same effect as original signatures.

(f) In the event that any of Licensors property or improvements are damaged by or as a result of acts or omissions of Licensee or its agents while in the course of use by or on behalf Licensee, Licensee shall promptly repair the damage at its sole cost and expense.

(g) Licensors may revoke this license upon not less than 60 days advance written notice to Licensee.

(h) Any notice required to be sent under this agreement or applicable law shall be directed as follows:

If to Licensors:

If to Licensee:

City of Commerce
Attn: Darrek Ferrell
1119 Alamo Street
Commerce, Texas 75428

Jeremiah and Kira Solis
1510 Olivia Ln
Sachse, TX 75048

IN WITNESS WHEREOF, this Right-of-Access Agreement has been executed as of the day and year set forth above.

Licensors:

Licensee:

CITY OF COMMERCE

By:

Wyman Williams, Mayor

Attest:

Molly Jacobsen
Molly Jacobsen, City Secretary

Jeremiah Solis

Kira Solis

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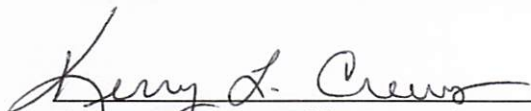
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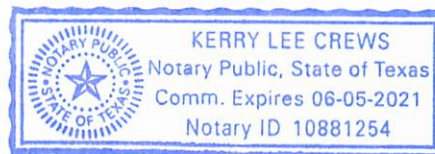
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County of Hunt

Sworn to and subscribed before me this 15th of November, 2017 by Wyman Williams.


Signature - Notary Public, State of Texas



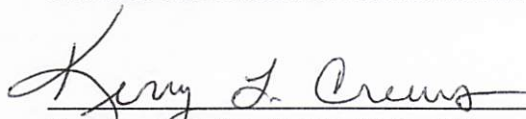
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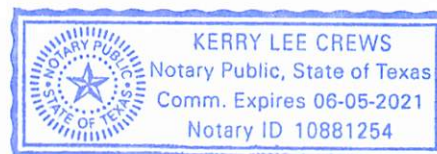
Printed Name - Notary Public, State of Texas

State of Texas

County of Hunt

Sworn to and subscribed before me this 15th of November, 2017 by Molly Jacobsen.


Signature - Notary Public, State of Texas



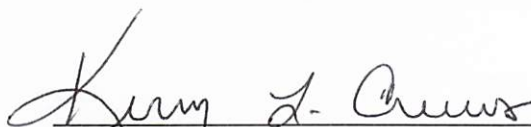
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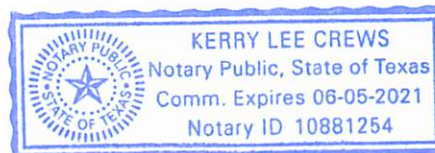
Printed Name - Notary Public, State of Texas

State of Texas

County of Hunt

Sworn to and subscribed before me this 16th of November, 2017 by Jeremiah Solis and Kiri Solis.


Signature - Notary Public, State of Texas



Kerry L. Crews

Printed Name - Notary Public, State of Texas