

RECIPROCAL EASEMENT AGREEMENT

This Reciprocal Easement Agreement (this “**Agreement**”) is dated effective as of the effective date as defined below, by and among the Hurst-Euless-Bedford Independent School District (the “**District**”), and Gurdwara Sikh Sangat, Inc. (the “**Temple**”).

I.

RECITALS

1.1 District Tract. The District is the owner of certain real property (the “District Tract”) situated in the A. M. Downing Survey, Abstract No. 415, and located in the City of Euless, Tarrant County, Texas.

1.2 Temple Tract. The Temple is the owner of certain real property (the “Temple Tract”) also situated in the A. M. Downing Survey, Abstract No. 415, and also located in the City of Euless, Tarrant County, Texas,

1.3 Purpose. In consideration of the mutual covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged and agreed, the District has agreed to establish a nonexclusive easement for pedestrian and vehicular access, ingress and egress on, across and over the District Tract, and Temple has agreed to establish a non-exclusive easement for pedestrian and vehicular access, ingress and egress on, across and over the Temple Tract, pursuant to the terms, covenants and conditions contained herein and the District and Temple have agreed to the other matters contained herein.

II.

AGREEMENTS

NOW, THEREFORE, in consideration of the above and the mutual covenants contained in this Agreement, the parties agree as follows:

2.1 Definitions. The following terms, as used in this Agreement, shall have the following meanings:

“**Easement Areas**” shall mean those portions of the District Tract and the Temple Tract, upon which the easement rights are granted herein, being the drive ways that exist upon the respective District Tract and Temple Tract. The Easement Area on the District Tract is more particularly described on Exhibit “A,” and the Easement Area on the Temple Tract is more particularly described on Exhibit “B,” both Exhibits being attached hereto and made a part hereof.

“Effective Date” shall be the date determined according to Section 2.15 (a).

“Governmental Requirements” shall mean all laws, ordinances, statutes, codes, rules, regulations, orders and decrees of the United States, the state, county, city or any other political subdivision in which the Tracts are located, and any other political subdivision, agency or instrumentality exercising jurisdiction of the Tracts (including, without limitation, all laws, ordinances, statutes, codes, rules, regulations, orders and decrees regarding the environment, zoning, or the handicapped or disabled).

“Initial Improvement” shall mean the initial replacement of the driveways on the Easement Areas on the Temple Tract and the District Tract as described in Section 2.4(d).

“Owner” shall mean the District and the Temple and any and all successors in interest, grantees, or assigns of the District and the Temple as the owner or owners of fee simple title to all or any portion of the Tracts, whether by sale, assignment, inheritance, operation of law, trustee’s sale, foreclosure, or otherwise. The term “Owner” shall not include the holder of any lien or encumbrance on real property, nor any Permittee.

“Permittees” shall mean (i) the tenants or occupants of a Tract, and (ii) the respective employees, agents, contractors, customers, invitees and licensees of an Owner or those tenants or occupants.

“Tract” shall mean either the District Tract or the Temple Tract and **“Tracts”** shall mean, collectively, the District Tract and the Temple Tract.

2.2 Grant of Easements.

(a) By the District on the District Tract. The District grants to the Temple a perpetual, non-exclusive easement for the purposes as described in Section 2.3 below over and across the Easement Areas on the District Tract.

(b) By the Temple on the Temple Tract. The Temple grants to the District a perpetual, non-exclusive easement for the purposes as described in Section 2.3 below over and across the Easement Areas on the Temple Tract.

2.3 Purpose of Easements. The easements described in Section 2.2 (a) and (b) above shall be for the purposes of pedestrian and vehicular access, ingress and egress for the District, the Temple and their respective Permittees; provided, however, the easements are not intended to be for parking on the Easement Areas or elsewhere on the Tracts. The District and Temple agree not to impose on the other, or on the other’s Permittees, any other restriction on or monetary fee for access, ingress and egress on the Easement Areas located on their respective Tracts.

2.4 Maintenance and Repairs.

(a) District Tract. The District shall, at its expense, maintain in good condition and repair all Easement Areas on the District Tract and any improvements within the Easement Areas on the District Tract in a manner consistent with commercial properties in Tarrant County, Texas.

(b) Temple Tract. After the Initial Improvement (defined below) has been completed, the Temple shall, at its expense, maintain in good condition and repair all Easement Areas on the Temple Tract and any improvements within the Easement Areas on the Temple Tract in a manner consistent with commercial properties in Tarrant County, Texas.

(c) Damage. If, in connection with the use of any Easement Areas, an Owner or any of its Permittees damages another Tract, other Easement Areas or any improvements thereon, then that Owner shall at its expense promptly repair those damages.

(d) Initial Improvement. When the District replaces the driveway on the Easement Areas of the District Tract, the District shall, at its expense, also replace the driveway on the Easement Areas of the Temple Tract so that the driveways on the Easement Areas of both Tracts are of the same quality. This Initial Improvement will be made on a date or dates reasonably selected by the District according to the construction schedule on the District's property adjacent to the Easement Areas. The District will give the Temple 15 days' advance written notice of the date or dates the Initial Improvement will be made.

2.5 Alterations to Easement Areas. Each party shall have the right to make alterations to the Easement Areas within its Tract so long as the alterations do not materially interfere with the benefits of the easements provided in Sections 2.2 and 2.3 above and they otherwise meet all Governmental Requirements and the requirements of this Agreement; provided, however, that the restrictions set forth in Section 2.11 below shall be applicable as set forth therein. No party shall construct or maintain any fence, wall, partition, curb or similar barrier within the Easement Areas as would unreasonably interfere with the use and enjoyment of the Easement Areas by the other party or its Permittees; provided, however, temporary blockage for short periods of time will be allowed for repairs.

2.6 Term of Easements. The reciprocal easements and rights of way granted in this Agreement are perpetual and shall be appurtenant to and run with the title to the District Tract and the Temple Tract. Each party to this Agreement hereby binds itself and its successors and assigns to warrant and forever defend the reciprocal easements and rights of way granted in this Agreement unto the other party, and their successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through, or under the District and the Temple, respectively, but not otherwise.

2.7 Private Use. Nothing contained in this Agreement shall ever be deemed to create a gift or dedication of all or any portion of the District Tract or the Temple Tract to the general

public or for any public use or public purpose whatsoever. It is the intention of the parties that this Agreement shall be for the exclusive benefit of the parties and their respective Permittees, successors, and assigns. Nothing contained in this Agreement shall confer upon any person or entity other than the District or the Temple, and their respective Permittees, successors and assigns, any rights or remedies under or by reason of this Agreement.

2.8 Taxes and Assessments. Each Owner shall pay all taxes, assessments, or charges of any type levied or made by any governmental body or agency with respect to its Tract.

2.9 Casualty. Except as otherwise expressly provided in this Agreement, in the event of any damage to or destruction of all or a portion of the improvements on the Easement Areas of any Tract once constructed, on or before thirty (30) days after the date of the damage or destruction, the Owner of that Tract shall commence, at its sole cost and expense, and with due diligence pursue to completion to repair, restore and rebuild the improvements on the Easement Areas to their condition as existed prior to the damage or destruction.

2.10 Condemnation. Nothing in this Agreement shall be construed to give any Owner any interest in any award or payment made to any other Owner in connection with any exercise of eminent domain or transfer in lieu thereof affecting the other Owner's Tract or giving the public or any governmental entity any rights in that Tract. In the event of any exercise of eminent domain or transfer in lieu thereof of any part of the Easement Areas located on any Tract, the award attributable to the land and improvements of that portion of the Easement Areas shall be payable only to the Owner thereof, and no claim shall be made by the Owners of any other portion of the Easement Areas. All other Owners may file collateral claims with the condemning authority for their losses with respect to the Easement Areas affected as provided above, which are separate and apart from the value of the land area and improvements taken from another Owner. The owner of any portion of the Easement Areas so condemned shall promptly repair and restore the remaining portion of the Easement Areas within its respective Tract as nearly as practicable to the same condition as existed immediately prior to the condemnation or transfer without contribution from any other Owner.

2.11 General Restrictions. The Easement Areas shall be used only for lawful purposes in conformance with all restrictions imposed by all applicable Governmental Requirements, and no use or operation shall be made, conducted or permitted on or with respect to all or any portion of the Easement Areas which is illegal or which constitutes an unusual fire, explosive or other hazardous use. The Easement Areas shall not be used in any manner so as to constitute a nuisance.

2.12 Remedies. (a) In the event of a breach or threatened breach by any Owner or its Permittees of any of the terms, covenants, restrictions or conditions of this Agreement, the other Owner or its Permittees shall be entitled to full and adequate relief by injunction and/or all other available legal and equitable remedies from the consequences of the breach, including payment of any amounts due and/or specific performance, other than any right or remedy which would allow this Agreement to be canceled, rescinded, or otherwise terminated.

(b) In addition to all other remedies available at law or in equity, upon the failure of a defaulting Owner to cure breach of this Agreement within thirty (30) days following written notice thereof by the other Owner (unless, with respect to any such breach the nature of which cannot reasonably be cured within such 30 day period, the defaulting Owner commences such cure within such 30 day period and thereafter diligently prosecutes such cure to completion), any Owner shall have the right to perform such obligation contained in this Agreement on behalf of such defaulting Owner and be reimbursed by such defaulting Owner upon demand for the reasonable costs thereof.

2.13 No Effect on Liens. No breach under this Agreement shall defeat or render invalid the lien of any mortgage or deed of trust which may exist from time-to-time upon any Tract made in good faith for value, but the easements, covenants, conditions and restrictions hereof shall be binding upon and effective against any Owner of such Tract covered hereby whose title thereto is acquired by foreclosure, trustee's sale, or otherwise.

2.14 Representations and Warranties.

(a) By the District. The District represents and warrants to the Temple that (i) the District has fee simple title to the District Tract, subject only to the matters of record in the Real Property Records of Tarrant County, Texas, (ii) the person executing this Agreement on behalf of the District has been duly authorized to sign this Agreement by appropriate action, and (iii) no consent or approval of any third party is required for the execution and performance of this Agreement by the District.

(b) By the Temple. The Temple represents and warrants to the District that (i) the Temple owns fee simple title to the Temple Tract, subject only to the matters of record in the Real Property Records of Tarrant County, Texas, (ii) the persons executing this Agreement on behalf of the Temple have been duly authorized to sign this Agreement by appropriate action, and (iii) no consent or approval of any third party is required for the execution and performance of this Agreement by the Temple.

2.15 Miscellaneous.

(a) Term. This Agreement shall be effective commencing on the date of recordation in the office of the County Clerk of Tarrant County, Texas, and shall continue in perpetuity, unless this Agreement is modified, amended, canceled or terminated by the written consent of all record Owners of the Tract in accordance with Section 2.15(d) below.

(b) Notices. Any notice to be given by any party under this Agreement shall be given in writing and delivered in person, or forwarded by certified or registered mail, postage prepaid, return receipt requested, or by receipted, overnight courier, at the address indicated below, unless the party giving such notice has been notified, in writing, of a change of address:

The District: Hurst-Euless-Bedford ISD
Attn: Steve Chapman, Superintendent
1849 Central Drive
Bedford, Texas 76022

The Temple: _____

Any such notice shall be deemed effective on the date on which such notice is delivered, if notice is given by personal delivery, or if notice is sent through the United States mail or overnight courier, on the date of actual delivery as shown by the addressee's receipt or upon the first date of refusal to accept delivery, whichever date first occurs. A party to this Agreement may change its address for notices by giving the other parties entitled to notice under this Agreement by any means permitted pursuant to this Section, and any such change of address shall be effective as of ten (10) days after the date of such notice.

(c) Attorney's Fees. In the event a party institutes any legal action or proceeding for the enforcement of any right or obligation contained in this Agreement, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees incurred in the preparation and prosecution of such action or proceeding.

(d) Amendment. The provisions of this Agreement may be modified, canceled, terminated or amended, in whole or in part, only by the written consent of all record Owners of the Tracts, evidenced by a document that has been fully executed and acknowledged by all record Owners and recorded in the official records of the County Clerk of Tarrant County, Texas.

(e) No Waiver. No waiver of any default of any obligation by any Owner shall be implied from any omission by any other Owner to take any action with respect to the default.

(f) No Agency or Partnership. Nothing in this Agreement shall be deemed or construed to create the relationship of principal and agent or of limited or general partners or of joint venturers or of any other association between any Owner and another Owner or any third person or entity.

(g) Covenants to Run with Land. It is intended that each of the easements, covenants, conditions, restrictions, rights and obligations set forth in this Agreement shall run with and bind the land and create equitable servitudes in favor of and appurtenant to the real property benefited thereby, shall bind every person having any fee, leasehold or other interest therein and shall inure to the benefit of the respective parties and their successors, assigns, heirs, grantees, and personal representatives.

(h) Grantee's Acceptance. The grantee of any Tract or any portion thereof, by acceptance of a deed conveying title thereto or the execution of a contract for the purchase thereof, whether from an original party or from a subsequent Owner of that Tract, shall accept the deed, assignment or contract upon and subject to each, and by acceptance agrees to all of, the easements, covenants, conditions, restrictions and obligations contained in this Agreement. By its acceptance, any grantee or assignee shall for itself and its successors, assigns, heirs and personal representatives be deemed to covenant, consent, and agree to keep, observe, comply with, and perform the obligations and agreements set forth in this Agreement as an Owner with respect to the property so acquired by the grantee.

(i) Severability. Each provision of this Agreement and the application thereof to the Tracts are hereby declared to be independent of and severable from the remainder of this Agreement. If any provision contained in this Agreement shall be held to be invalid or to be unenforceable or not to run with the land, such holding shall not affect the validity or enforceability of the remainder of this Agreement. In the event the validity or enforceability of any provision of this Agreement is held to be dependent upon the existence of a specific legal description, the parties agree to promptly cause such legal description to be prepared.

(j) Time of Essence. Time is of the essence of this Agreement. If performance of any part of this Agreement falls on a Saturday, Sunday, or legal holiday, performance shall be extended to the next business day after the Saturday, Sunday, or legal holiday.

(k) Entire Agreement. This Agreement contains the complete understanding and agreement of the parties hereto with respect to all matters referred to in this Agreement, and all prior representations, negotiations, and understandings are superseded hereby.

(l) Governing Law. The laws of the State of Texas shall govern the interpretation and enforcement of this Agreement. Venue for any legal action concerning this Agreement shall be in the state courts located in Tarrant County, Texas.

[Signatures Appear on the Following Page]
Hurst-Euless-Bedford ISD

By: _____
Printed Name: _____
Title: _____

Gurdwara Sikh Sangat, Inc.

By: _____
Printed Name: _____
Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me on this _____day of _____, 2013, by _____, _____ for the Hurst-Eules-Bedford ISD, for and on behalf of said entity.

[Seal]

Notary Public, State of Texas

THE STATE OF TEXAS §
 §
COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me on this _____day of _____, 2013, by _____, _____ for the Gurdwara Sikh Sangat, Inc., for and on behalf of said entity.

[Seal]

Notary Public, State of Texas