ADH-392 Ben Taub Hospital

AFTER RECORDING RETURN TO:

BAKER DONELSON BEARMAN CALDWELL & BERKOWITZ, P.C. 1501 MAIN STREET, SUITE 310 COLUMBIA, SOUTH CAROLINA 29201

STATE OF TEXAS)	
)	UTILITY EASEMENT AND RIGHT
COUNTY OF HARRIS)	OF WAY AGREEMENT

THIS UTILITY EASEMENT AND RIGHT OF WAY AGREEMENT (the "Agreement") is made and executed between HARRIS COUNTY HOSPITAL DISTRICT d/b/a Harris Health System, with a mailing address of 4800 Fournace, Bellaire, Texas 77401, hereinafter designated GRANTOR, and GTE MOBILNET OF SOUTH TEXAS LIMITED PARTNERSHIP d/b/a Verizon Wireless with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920, hereinafter designated GRANTEE.

WHEREAS, GRANTEE (and/or its affiliates) are parties to an agreement with Boingo Wireless (and/or its affiliates) ("Boingo") whereby GRANTEE has installed wireless communications equipment needed to connect to Boingo's distributed antenna system within the building located at 1504 Ben Taub Loop, Houston, Harris County, Texas (the "Building").

WHEREAS, GRANTOR is the owner of the Building and the real property on which the Building is located. GRANTOR's property is shown on the Tax Map of Harris County as Tax Account Number 0440970000170 and is described on Exhibit A attached hereto.

WHEREAS, GRANTEE desires to obtain from GRANTOR, and GRANTOR desires to grant to GRANTEE, upon the terms and conditions stated in this Agreement, a non-exclusive easement in and to a portion of GRANTOR's property for utilities, including but not limited to fiber, which will be along a ten feet (10') wide right-of-way extending from the nearest public right-of-way to the GRANTEE's equipment within the Building.

WITNESSETH:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that for good

and valuable consideration, the receipt of which is hereby acknowledged by GRANTOR, GRANTOR, has granted, bargained, sold and released, and by these Presents does grant, bargain, sell and release, unto the GRANTEE, its successors and assigns, a non-exclusive easement and right-of-way ten feet (10') in width (the "Easement") for the purpose of installation, repair, maintenance and removal of utilities including, but not limited to fiber, including the right to place utility wires, poles, cables, conduits, and pipes over, under and along said Easement, together with the right of ingress and egress to and from said Easement, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, over and across the Property, said Easement being in the location depicted on Exhibit B attached hereto and incorporated herein by reference.

PROVISIONS

- 1. It is the intent of this Agreement to convey to GRANTEE a non-exclusive perpetual easement for the purposes as set forth herein over, in, on and through the Easement. However, to the extent the grant made hereby shall fail in any respect, or is held to be invalid, in whole or in part, including but not limited to the effectiveness of the grant made hereby, this Agreement shall continue in full force and effect to the full extent of GRANTOR's interest in and to any part of the Easement.
- 2. GRANTEE, its agents, independent contractors, subtenants, licensees, tenants, utility providers, and invitees shall have use of the Easement as described herein for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along the Easement together with the right of ingress and egress to and from the Easement, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks. GRANTEE has GRANTOR's consent for all necessary fiber installation activities including, but not limited to, trenching and boring.
- 3. GRANTEE shall pay for all costs incurred in connection with creation of the Easement and all costs incurred in connection with GRANTEE's subsequent improvements within the Easement.
- 4. GRANTOR covenants that GRANTOR is seized of good and sufficient title and interest to the Easement and has full authority to enter into and execute this Agreement. GRANTOR further covenants that there are no other liens, judgments or impediments of title on the Easement or affecting GRANTOR's title to the same and that there are no covenants, easements or restrictions

which prevent the use of the Easement by GRANTEE as set forth herein.

- 5. It is agreed and understood that this Agreement contains all agreements, promises and understandings between GRANTOR and GRANTEE and that no verbal or oral agreements, promises or understandings shall be binding upon either GRANTOR or GRANTEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing and signed by the parties hereto.
- 6. This Agreement and the performance thereof shall be governed, interpreted, construed, and regulated by the laws of the State of Texas.
- 7. Any notices regarding this Agreement must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the party to be notified may have designated to the sender by like notice):
 - GRANTOR: Harris County Hospital District d/b/a Harris Health System Attn: CEO/President P.O. Box 66769 Houston, Texas 77266-6769
 - GRANTEE: GTE Mobilnet of South Texas Limited Partnership d/b/a Verizon Wireless 180 Washington Valley Road Bedminster, New Jersey 07921 Attention: Network Real Estate

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

- 10. This Agreement may be sold, assigned or transferred by GRANTEE without any approval or consent of GRANTOR.
- 11. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of the parties hereto.

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TOGETHER with all and singular the rights, members, hereditaments and appurtenances to the Easement belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all the interests, rights, and privileges herein granted in and to the Easement before described unto GRANTEE, its successors and assigns, for the term as stated herein.

GRANTOR does hereby bind GRANTOR and GRANTOR's heirs, successors or executors and administrators, to warrant and forever defend all and singular the said Easement unto GRANTEE and GRANTEE'S successors and assigns against GRANTOR and GRANTOR's heirs and against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

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ADH-392

Ben Taub Hospital

IN WITNESS WHEREOF, GRANTOR and GRANTEE have executed this Agreement under seal effective as of the _____ day of _____ 202_.

APPROVED AS TO FORM:

CHRISTIAN D. MENEFEE County Attorney

By: *Nathan Bac* Nathan Bac Assistant County Attorney C.A. File No. 22HSP0271 Date Signed: 7/20/22

GRANTOR:

HARRIS COUNTY HOSPITAL DISTRICT d/b/a Harris Health System

By: Name: Esmaeil Porsa, M.D Title: President & CEO Date:

GRANTEE:

GTE MOBILNET OF SOUTH TEXAS LIMITED PARTNERSHIP d/b/a Verizon Wireless

By: Cellco Partnership, Its General Partner

By: Vilian Name: DJ Title: Sr. Manager - RE Reg 10/20/2022 Date:

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STATE OF TEXAS

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ACKNOWLEDGMENT

COUNTY OF HARRIS

certify that Louis Smith _____, a Notary Public for said County and State, do hereby certify that Louis Smith _____, the <u>Chief Operating Officer</u> of HARRIS COUNTY HOSPITAL DISTRICT d/b/a Harris Health System personally came before me this day and acknowledged that s/he executed the foregoing instrument as his/her own act and deed on behalf of such entity.

WITNESS my hand and official Notarial Seal, this 22 day of July , 2	2022.
the Hole	
My Commission Expires:	

TIMOTHY HAYDEN CARROLI 130329562 NOTARY PUBLIC, STATE OF TEXA MY COMMISSION EXPIRES AUGUST 20, 2023

20,2023

STATE OF	Texas
COUNTY OF	Harris

ACKNOWLEDGMENT

I, Lisa L. Klood, a Notary Public for _____ County and said State, do hereby certify that DJ Kilian personally came before me this day and acknowledged that s/he is the Sr. Mgr. RE Reg of Cellco Partnership, the General Partner of GTE Mobilnet of South Texas Limited Partnership d/b/a Verizon Wireless and that s/he, as Sr. Manager - RE Reg_, being authorized to do so, executed the foregoing instrument on behalf of GTE Mobilnet of South Texas Limited Partnership d/b/a Verizon Wireless.

WITNESS my hand and official Notarial Seal, this 20 day of June 202

Notary Public

My Commission Expires: 29 2023

ALTER	LISA L WOOD
12 AAF	Notary ID #130424888
12/20/2	My Commission Expires
TOTTE	October 29, 2023

EXHIBIT A

LEGAL DESCRIPTION OF GRANTOR'S PROPERTY

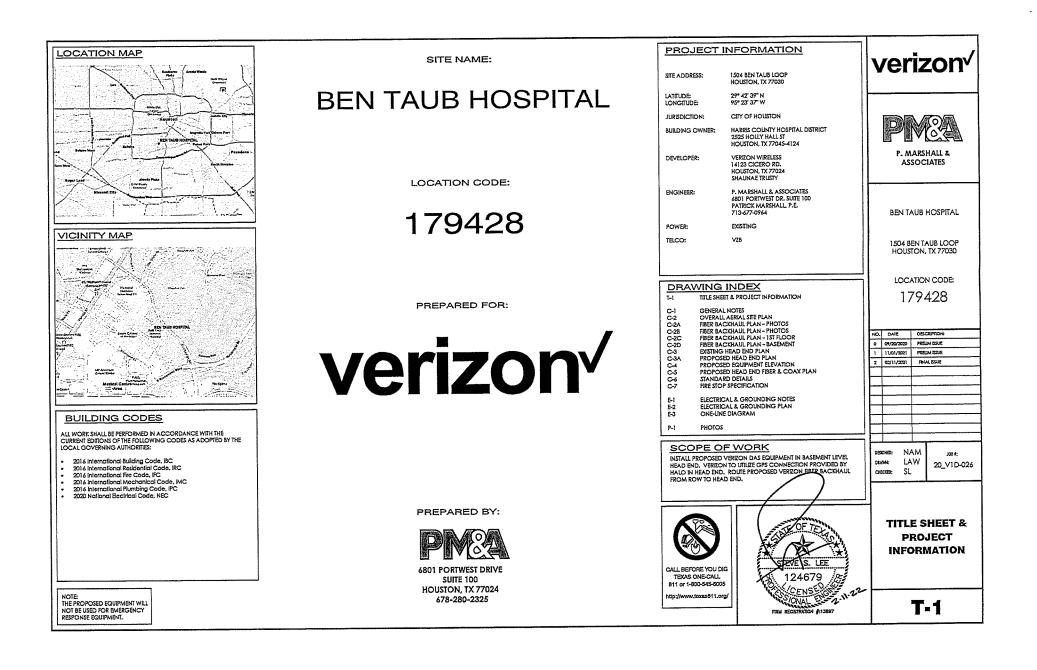
SUBJECT PROPERTY: A tract of land containing 11.4361 acres, more or less, out of the P. W. Rose Survey, Abstract No. 645, Harris County, Texas, and being more particularly described in Deed recorded under Clerk's File Nos. C348902 and C348906; **SAVE and EXCEPT** a tract containing 7,908 square feet conveyed to the City of Houston in Deed recorded under Clerk's File No. L906287.

EXHIBIT B

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LOCATION OF GRANTEE'S EASEMENT See Attached



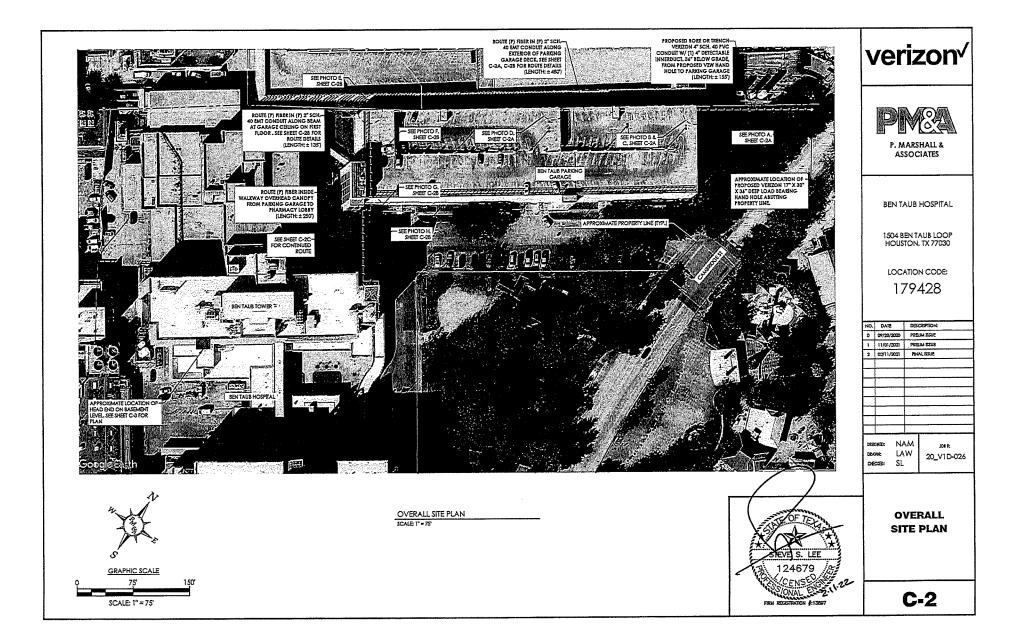
<u>GENERAL NOTES:</u> 1. THE GENERAL CONTRACTOR MUST VERIFY ALL DIMENSIONS, CONDITIONS AND ELEVATIONS BEFORE STARTING WORK, ALL DISCREPANCIES SHALL BE CALLED TO THE ATTENTION OF THE BUGNEER AND SHALL BE RESOLVED BEFORE PROCEEDING WITH THE WORK, ALL WORK SHALL BE PERFORMED IN A WORKMANLIKE MANNER IN ACCORDANCE WITH ACCEPTED CONSTRUCTION PRACTICES.	<u>LEGEND</u> X FRICE 	verizon
2. II IT THE INTERIOR OF THEE DRAWINGS TO SHOW THE COMPLETED INSTALLATION. THE CONTRACTOR PHALL BE REPONSIBLE FOR ALL INFORMANT BEACHING, SHORING, DIES FORM WORK, FOL. IN ACCORDANCE WITH ALL INSTONAL, STATE, AND LOCAL ORDINANCES, TO SAFELY DRECIDE ALL WORK AND SHALL BE RESPONSIBLE FOR SAME, ALL WORK SHALL BE IN ACCORDANCE WITH LOCAL CODES. J. THE CONTRACTOR SHOLL DE COLES. J. THE CONTRACTOR SHALL USE ADEQUATE NUMBER OF SKILLED WORK AND SHALL BE RESPONSIBLE FOR SAME, ALL WORK SHALL BE INC. TO ARREST THAT IN ACCORDANCE WITH HOLD AND DPRENENCED IN THE NECESSARY CONTRACTOR FILLED WORK AND WHO ARE THOROUGHLY TRAINED AND DPRENENCED IN THE NECESSARY CONTRACTOR FILLED WORK AND WHO ARE THOROUGHLY TRAINED AND DPRENENCED IN THE NECESSARY CONTRACTOR FILLED WORK AND WHO ARE THOROUGHLY TRAINED AND DPRENENCED IN THE NECESSARY CONTRACTOR FILLED WORK AND WHO ARE THOROUGHLY TRAINED AND DPRENENCED IN THE NECESSARY CONTRACTOR FILLED WORK AND WHO ARE THOROUGHLY TRAINED AND DPRENENCED IN THE NECESSARY CONTRACTOR FILLED WORK AND WHO ARE THOROUGHLY ACCOPTED CONSTRUCTION DON'S PRENENCESSARY CONSTRUCTION CONTRACTOR WILL BE RESPONSIBLE OF A SUBME TO A SUBMETTA AND HOLD DESIGNE ENCODES AND A SUB	PROFERY LINE / ROW PROFERY LINE / ROW LEASE AREA LEASE ARE	P. MARSHALL & ASSOCIATES
DECAVATIONS, EXISTING CONSTRUCTION AND UTILITIES SHALL BE ESTABLISHED PRIDE TO FOUNDATION INSTALLATION. IF TEMPORARY UCHTING AND MARKING IS REQUIRED BY THE REDEAIL, AVIATION ADMINISTRATION (FAA), IT IS THE CONTRACTORS REPONSIBILITY TO MAINTAIN THE NECESSARY LIGHTS AND NOTIFY THE PROPER AUTHORITIES IN THE EVENT OF A PROBLEM. 7. ALL WORK SHALL BE ACCOMPLISHED IN ACCORDANCE WITH ALL LOCAL, STATE, AND FEDERAL CODES AND ORDINANCES. THE MOST STRINGENT CODE WILL APPLY IN THE CASE OF DISCREPANCIES OR DIFFERENCES IN THE CODE REQUIREMENTS.		BEN TAUB HOSPITAL
8, ANY DAMAGE TO ADJACENT PROPERTIES SHALL BE CORRECTED AT THE CONTRACTOR'S EXPENSE. 9. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING AMPLE NOTICE TO THE BULDING INSPECTION DEPARTMENT TO CONFIDULE THE REQUIRED INSPECTIONS. A NUMINIAN OF 24 HOURS OF NOTICE STALL BE GAVEN AND THE BULCING INSPECTION DEPARTMENTS HAVE REQUESTED THAT OROUPS OF TWO OR THREE SITES BE SCHEDULED AT ONE TIME IF POSSIBLE. 10. CONTRACTOR SHALL VERIPY LOCATION OF ALL EXISTING UTLIFIES WITHIN CONSTRUCTION LIMITS PRIOR TO CONSTRUCTION.	с_солх	LOCATION CODE: 179428
 THE CONTRACTOR & REFORMENTER FOR MAINTAINING POSITIVE DRAINAGE ON THE STE AT ALL TIMES, SIT TAN BROSTON CONTROL, SHALL BE MAINTAIND ON THE SOME SHOUNDER AS MUSIC FIRE STATUL TIMES, ANY DAMAGETO ADJACENT PROPERTIES SHALL BE CORRECTED AT THE CONTRACTOR'S BOPENSE. CLEARING OF TREES AND VEGRATION ON THE SITE SHOULD BE HELD TO A MINIMUM. ONLY THE TREES NECESSARY FOR CONSTRUCTION OF THE REST AND VEGRATION ON THE SITE SHOLL BE HELD TO A MINIMUM. ONLY THE TREES NECESSARY FOR CONSTRUCTION OF THE ACTURITIES SHALL BE REMOVED. ANY DAMAGETO PROPERTY OUTSIDE THE LEASE PROPERTY SHALL BE REPARED BY THE CONTRACTOR. A. ALL SITABLE DORROW MATERIAL FOR BACK FILL OF THE SITE SHALL BE INCLUDED IN THE BID. EXCESS TOPSOL AND UNSUTFABLE DORROW MATERIAL FOR BACK FILL OF THE SITE SHALL BE INCLUDED IN THE BID. EXCESS TOPSOL AND UNSUTFABLE DORROW MATERIAL FOR BACK FILL OF THE SITE SHALL BE INCLUDED IN THE BID. EXCESS TOPSOL AND UNSUTFABLE DORROW MATERIAL FOR BACK FILL OF THE SITE SHALL BE INCLUDED IN THE BID. EXCESS TOPSOL AND UNSUTFABLE DORROW MATERIAL FOR BACK FILL OF THE SITE SHALL BE INCLUDED IN THE BID. EXCESS TOPSOL AND UNSUTFABLE DORROW MATERIAL FOR CONTRACTOR SEES TOPSOL AND SOME AS PROVED BY GOVERNING A GENCIES PRIOR TO DEPOSAL SIEEDING AND MILCHING OF THE SITE SHALL BE ACCOMPLIED AS TOON AS PROVED BY GOVERNING A ADEQUATE COVER OF VEGETATION OVER THE SITE FOR A ONE YEAR PERIOD. PREWITS: DORTAN AND PAY YOR REQUIRED PRIMIS, LICENSES, FIES, INSPECTIONS, ETC. RECOORD DAWNINGS: MANTAIN A RECOORD SALL MERSES, SUBSTITUTIONS BETWEEN WORK AS SPECIFIED AND INSTALLED. RECOORD CHANGES ON A LEARN SET OF CONTRACTOR SHALL BETURNED OVER TO THE CONSTRUCTION MANARGER FOR ON A LEARN SET OF CONTRACT DRAWINGS WHICH SHALL BETURNED OVER TO THE CONSTRUCTION MANARGER FOR OCCUPALISCI. THE CONTRACTOR SHALL VIST THE SITE BEFORE BIDDING ON THE WORK. CONTAINED IN THIS DESIGN PACKAGE. 		NO. DATE DESCRIPTIONE 0 07/20/2020 PREUM DSUE 1 1/00/2021 PREUM DSUE 2 02/1/2021 RNAL SSUE
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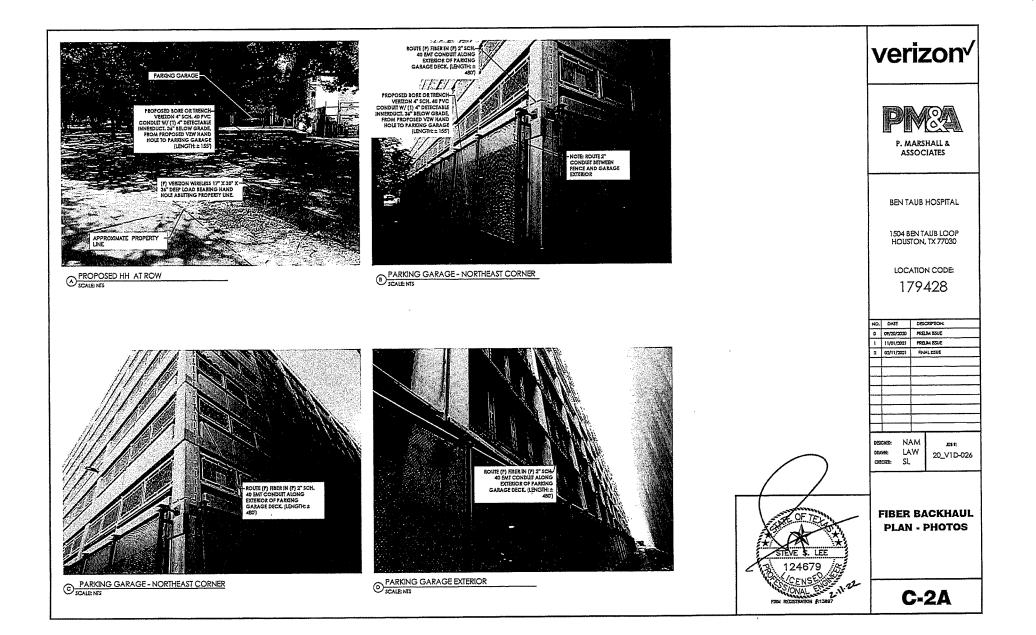
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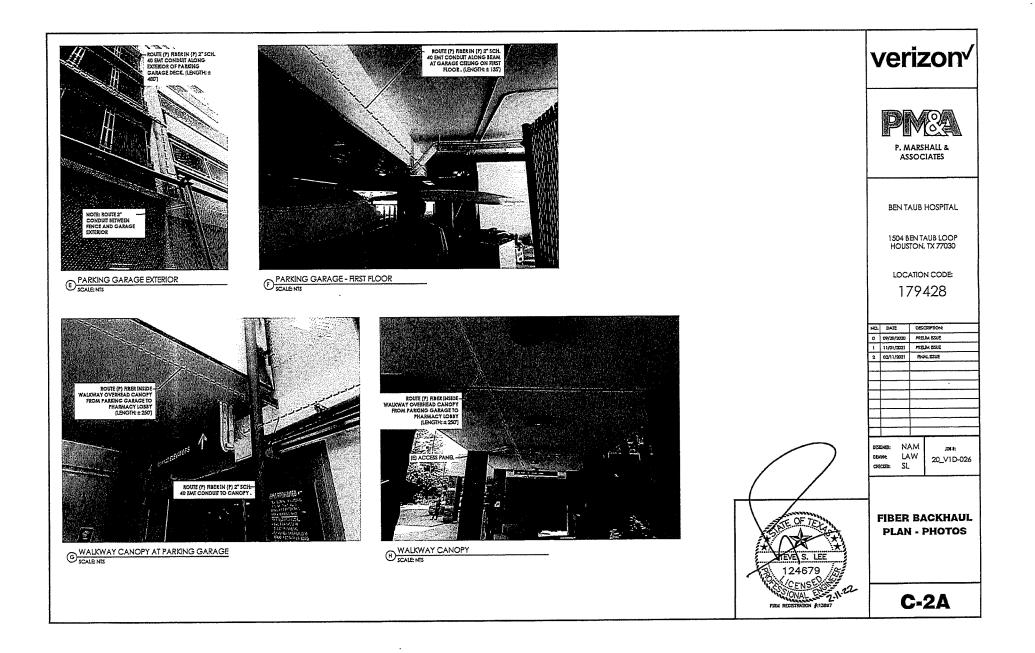
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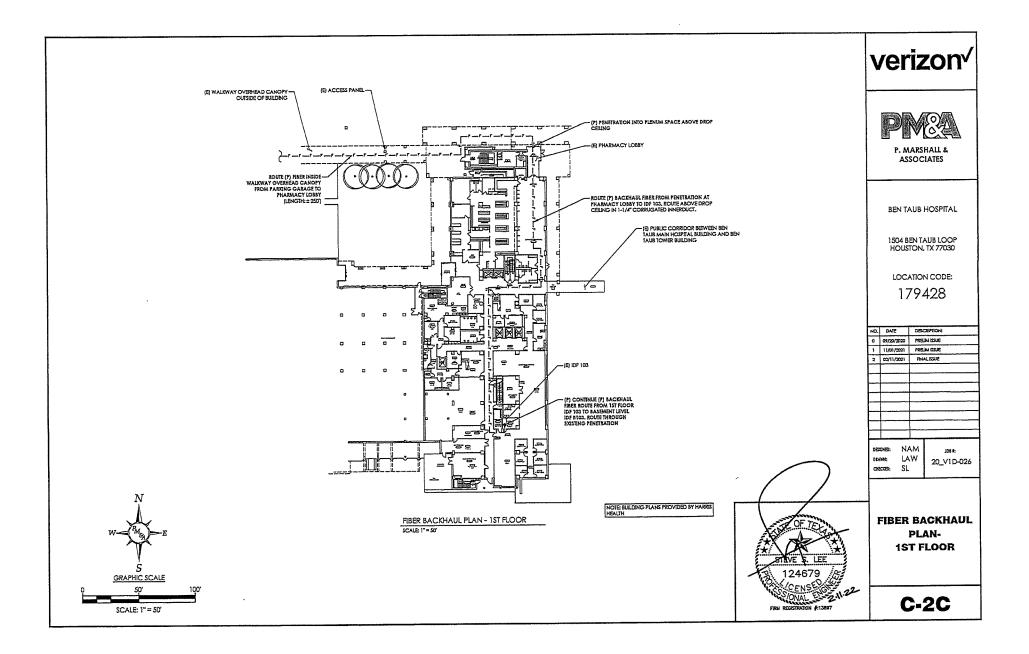
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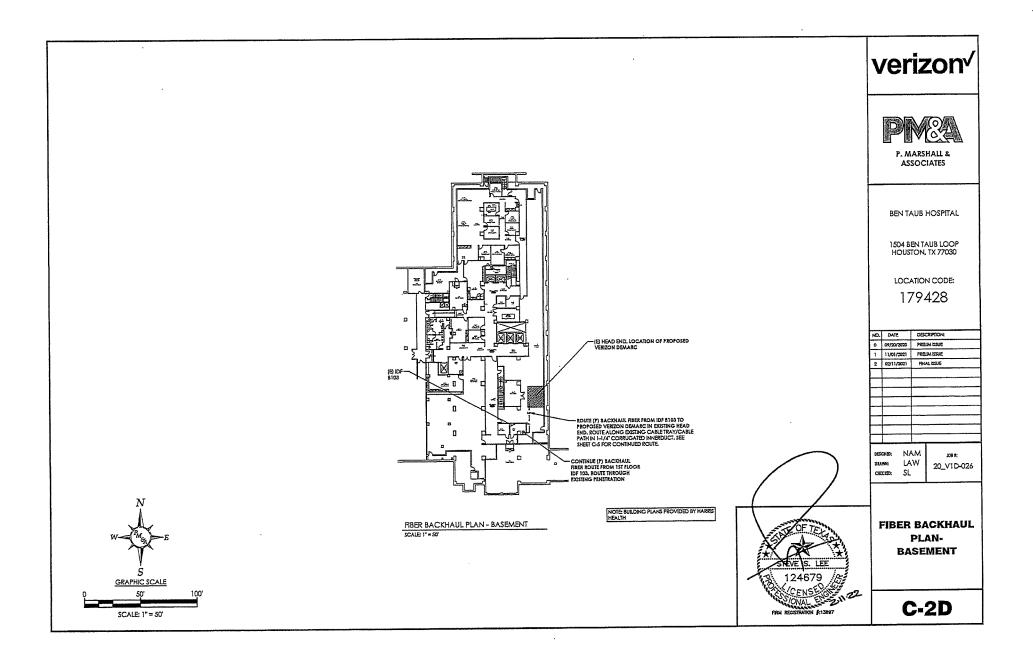
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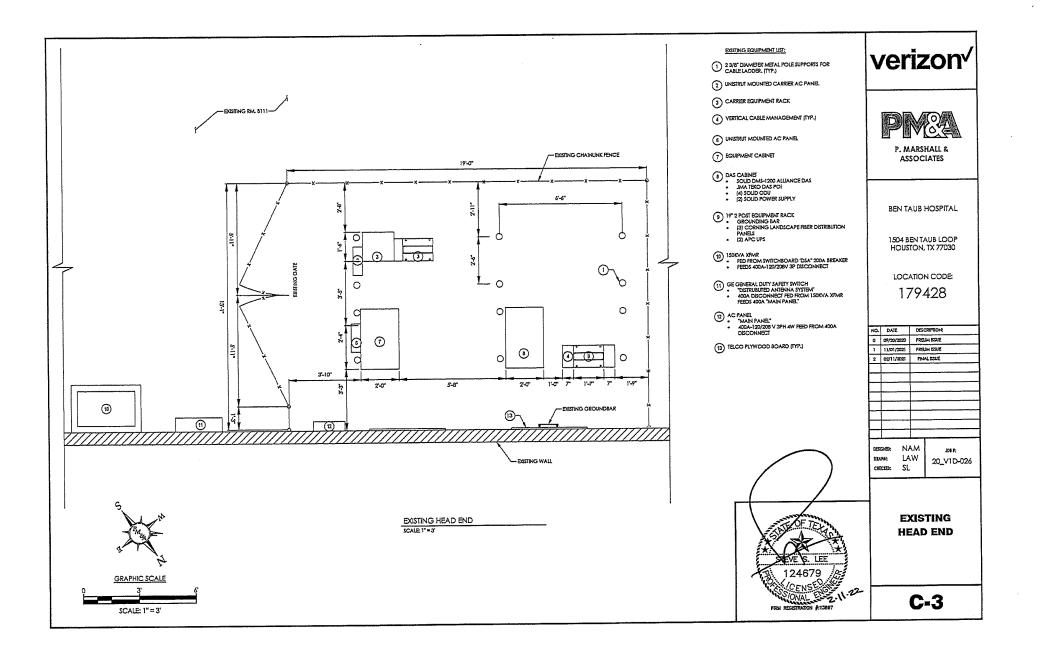




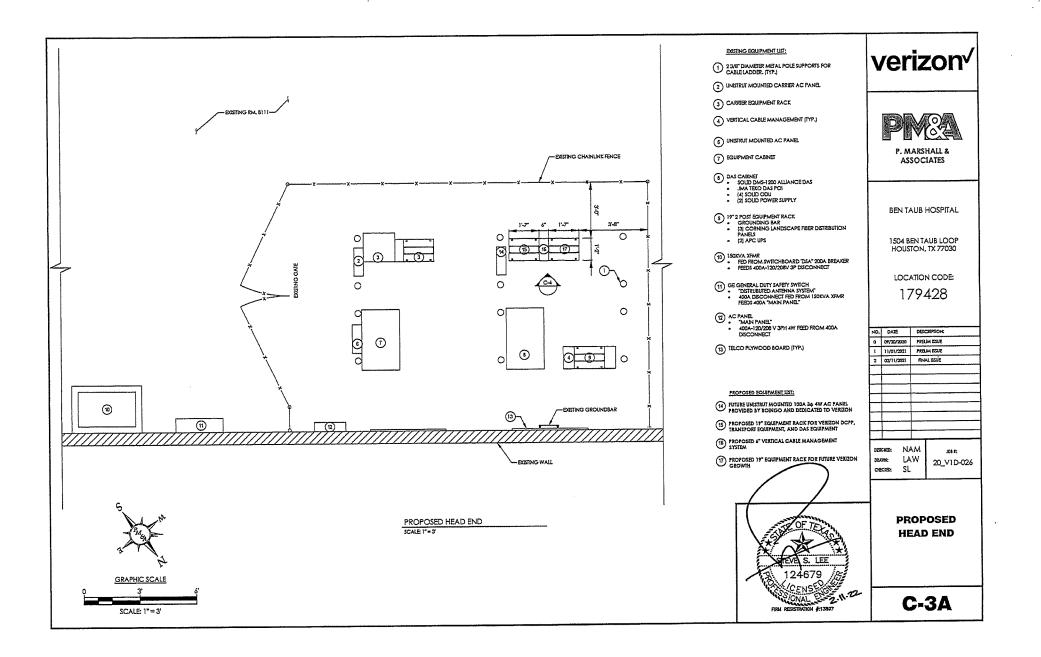


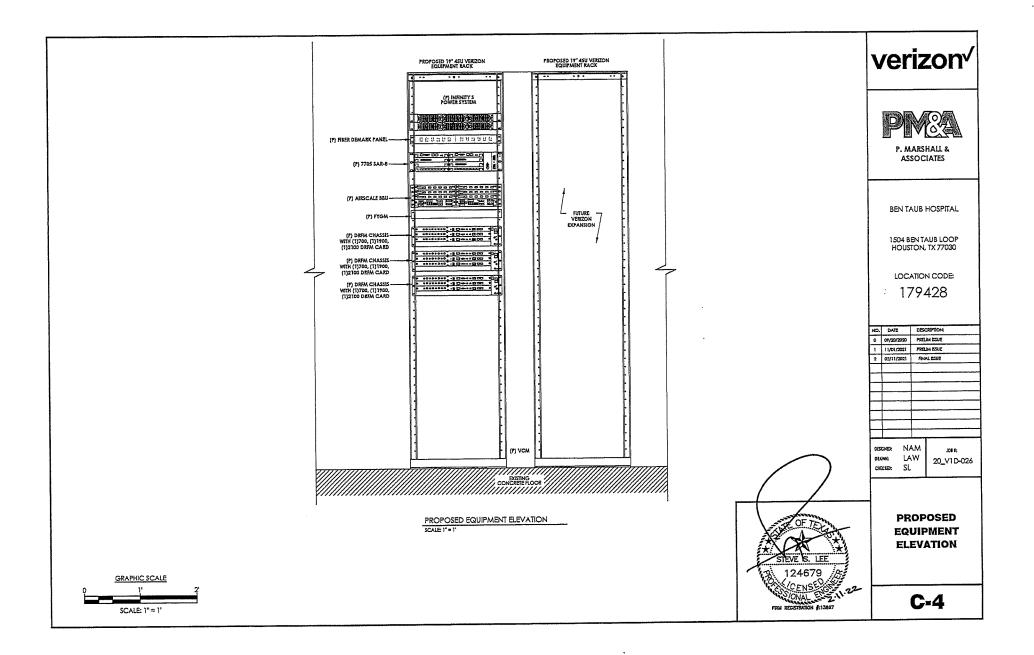


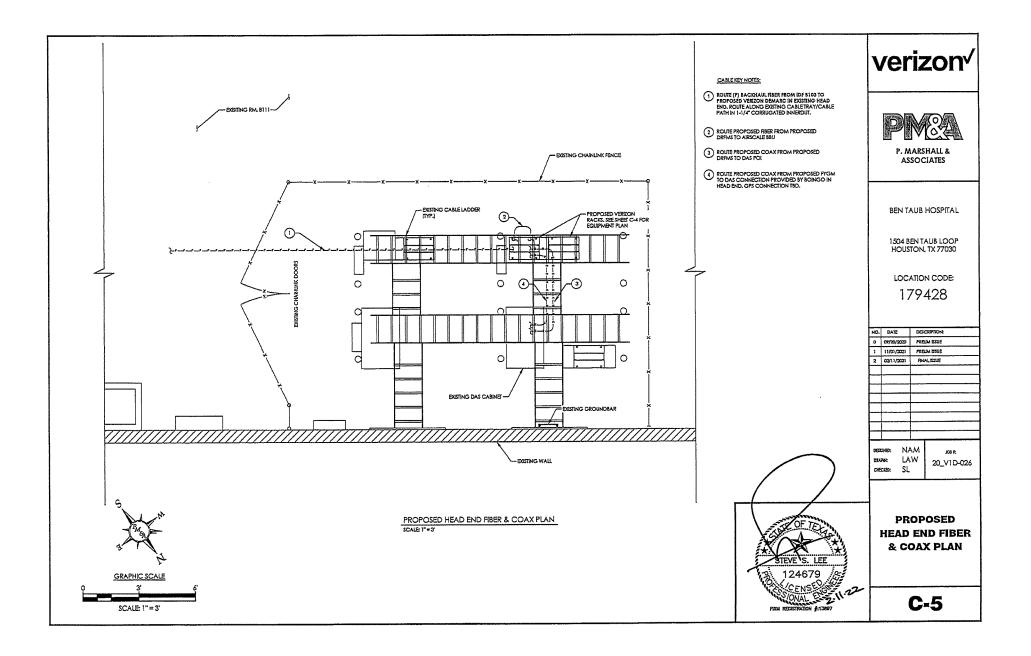




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ORDER OF COMMISSIONERS COURT

The Commissioners Court of Harris County, Texas, convened at a meeting of said Court at the Harris County Administration Building in the City of Houston, Texas, on ______, 2022 with all members present except ______.

A quorum was present. Among other business, the following was transacted:

ORDER APPROVING A UTILITY EASEMENT AND RIGHT OF WAY AGREEMENT BETWEEN THE HARRIS COUNTY HOSPITAL DISTRICT D/B/A HARRIS HEALTH SYSTEM, A POLITICAL SUBDIVISION OF THE STATE OF TEXAS, AND GTE MOBILNET OF SOUTH TEXAS LIMITED PARTNERSHIP D/B/A VERIZON WIRELESS.

Commissioner ______ introduced an Order and made a motion that the same be adopted. Commissioner ______ seconded the motion for adoption of the Order. The motion, carrying with it the adoption of the Order, prevailed by the following vote:

Vote of the Court	Yes	<u>No</u>	<u>Abstain</u>
Judge Lina Hidalgo			
Comm. Rodney Ellis			
Comm. Adrian Garcia			
Comm. Tom S. Ramsey			
Comm. R. Jack Cagle			

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The Order adopted follows:

IT IS ORDERED that the Commissioners Court of Harris County approves the attached Utility Easement and Right Of Way Agreement between the Harris County Hospital District d/b/a Harris Health System, a political subdivision of the State of Texas, and GTE MOBILNET OF SOUTH TEXAS LIMITED PARTNERSHIP d/b/a Verizon Wireless.