

SAMPLE EASEMENT

THE STATE OF TEXAS)
) KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF EL PASO)

That the undersigned, **GRANTORS NAME**, hereinafter called “Grantor”, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration paid by the CITY OF EL PASO, a municipal corporation, for the use and benefit of the El Paso Water Utilities - Public Service Board, hereinafter called “Grantee,” the receipt and sufficiency of which is hereby acknowledged by Grantor, does hereby grant and convey unto said Grantee, its successors and assigns forever, a **DESCRIBE EASEMENT (ex. 30’ wide by 1,800’ long)** permanent easement, to install, repair, replace, reconstruct, and perpetually use, maintain and operate a **DESCRIBE WATER AND/OR SEWER LINE (ex. 8” sewer line)** with appurtenances, and improvements, being hereinafter sometimes collectively called the “Facilities”, under and through the following described property in the County of El Paso, Texas, hereinafter referred to as the “Easement”:

as depicted in the **INSERT LEGAL DESCRIPTION** (metes and bounds description/survey) attached hereto as **Exhibit “A”**.

Subject to matters of record, to have and to hold, the above-described Easement together with all and singular, the rights and appurtenances thereto in anywise belonging unto the said Grantee, its successors and assigns forever; and Grantor is hereby bound, together with all successors and assigns, subject to matters of record, to warrant and forever defend the above-described Easement and rights unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof. Such rights and Easement shall be covenants running with the land and be binding upon the Grantor and Grantee, their successors, and assigns.

Except as modified herein, this grant shall carry with it the right of ingress and egress to and from the Easement at all reasonable times, with the right to use existing roads for the purpose of constructing, reconstructing, installing, operating, inspecting, repairing, and maintaining the Facilities; and the removal or replacement of same either in whole or in part. Grantee may use such portion of the property along and adjacent to said easement, as may be reasonably necessary, in connections with the construction, reconstruction, installation, maintenance, repair, removal, or replacement of the Facilities.

Grantor further grants to Grantee the right to construct, maintain, and operate on said Easement, additional pipelines and appurtenances and Grantee shall, in such case, have the same

rights, with respect to such additional lines and appurtenances to be constructed, as with the original line or lines.

Grantor reserves the right to full use and enjoyment of the property encumbered by the Easement except as otherwise provided herein. Grantor's use shall not hinder, conflict, or interfere with the exercise of Grantee's rights hereunder. No building, reservoir, or permanent structure shall be constructed or maintained on said Easement. However, Grantor its successors and assigns may use the Easement Area for improvements such as paving (provided that any concrete paving is constructed in 20' x 20' segments with expansion joints around the perimeter), parking, driveways, surface drainage improvements, landscaping (provided trees are in compliance with city code requirements), light poles with bases, access areas, curbs, curb cuts, roads and signage (provided that Grantor shall coordinate with Grantee regarding the specific location of light poles with bases, signage with bases, and trees within the Easement to ensure that such improvements are not placed over the Facilities and will not interfere with Grantee's operation of its Facilities). Additionally, parking stalls cannot be placed above facilities such as manholes and vaults.

Grantor's employees, agents, and invitees, shall at all times, have access and use of the Easement and Grantee shall not unreasonably prohibit ingress to or egress from Grantor's adjacent land because of construction or for any other reason.

Grantor reserves the right to allow additional underground utilities and infrastructure to cross the Facilities, provided that the location of such additional utilities and infrastructure are marked and identifiable. Grantor however, agrees not to collocate underground utilities and infrastructure in the Easement, except for the collocation of water and sewer lines which is expressly permitted. For purposes of this Easement, "collocation" shall mean the parallel placement of other underground utilities and infrastructure within the Easement.

Should one or more of the Grantors herein be natural persons and not be joined by the respective spouse, it is conclusively presumed that the Easement area is not the residence or business homestead of such Grantor(s) and that the Grantors have full authority to grant this Easement as their separate property. Should one or more of the Grantors herein be a legal entity other than a natural person, it shall be conclusively presumed that the person signing on behalf of such party has been duly and legally authorized to so sign and there shall be no necessity for a seal or attestation. The payment of the consideration for the property conveyed herein shall be considered full compensation for the same and for any diminution in value that may result to the remaining property by virtue of the project, construction, installation, and repair of the utility lines and improvements, grade alignment, or the alteration of drainage patterns and facilities.

Grantee covenants and agrees not to unreasonably interfere with the use of the Easement by Grantor, its successor and assigns, and to restore the surface of the Easement and surrounding property, whenever disturbed by Grantee, to as good a condition as existed immediately prior to such disturbance, including, but not limited to, compaction of excavated areas, restoration of pavement areas, landscaping, sidewalks and other improvements.

Grantee agrees to cooperate with Grantor if an adjustment of the Easement is required at any time; however, any reasonable costs associated with adjusting or relocating facilities shall be the responsibility of the Grantor. Grantee's consent shall not be unreasonably withheld where required.

Grantee warrants to Grantor that the undersigned has the full power and authority to execute this Easement and fulfill its obligations under this Easement as a condition to the validity of this Easement. Grantor warrants to Grantee that the undersigned has the full power and authority to execute this Easement and fulfill its obligations under this Easement.

The terms and provisions of this Easement run with the land and are binding upon and benefit the successors and assigns of Grantor and Grantee. When the context requires, singular nouns and pronouns include the plural.

WITNESS THE EXECUTION HEREOF the _____ day of _____,
2018.

(Signatures Continue on Following Pages)

GRANTOR:

COMPLETE LEGAL NAME OF GRANTOR

By: _____

PRINT NAME

TITLE

Executed on: _____

ACKNOWLEDGMENT

STATE OF TEXAS)

)

COUNTY OF EL PASO)

 This instrument was acknowledged before me on this the _____ day of _____,
2018, by _____, _____ of _____.

My Commission Expires

Notary Public, State of Texas

(Additional Signature Contained on Following Page)

GRANTEE:

**CITY OF EL PASO
EL PASO WATER UTILITIES
PUBLIC SERVICE BOARD**

By: _____
Marcela Navarrete
Vice President

Executed on: _____

APPROVED AS TO CONTENT AND FORM:

Print Name
Real Estate Manager and Counsel

ACKNOWLEDGMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this the ____ day of _____, 2018, by **Marcela Navarrete, Vice President**, on behalf of the City of El Paso, **El Paso Water Utilities-Public Service Board**.

My Commission Expires

Notary Public, State of Texas