

EASEMENT AGREEMENT

STATE OF TEXAS §
§
COUNTY OF BEXAR §

I. Grant of Easement

That I, _____ hereinafter called Grantors, for the sum of \$1.00 and other valuable consideration, paid by EAST CENTRAL SPECIAL UTILITY DISTRICT, hereinafter called Grantee, do hereby grant, sell, and convey unto Grantee an easement and right-of-way upon and across the following described property of the Grantor:

(Property Description)

II. Character of Easement

The easement granted herein is an easement in gross.

III. Location of Easement

The easement and right-of-way herein conveyed shall not exceed twenty (20) feet in width; the centerline thereof to be across said land as follows:

See Attached Exhibit

IV. Purpose of Easement

The right-of-way, easement, rights and privileges herein granted shall be used only for the purpose of placing, constructing, operating, repairing, maintaining, rebuilding, replacing, relocating, and removing water pipelines for operation of a water system and any equipment necessary to maintain and operate the water system.

V. Duration of Easement

The easement, rights, and privileges herein granted shall be perpetual or for so long as Grantee shall operate the water system and pipeline(s) within said easement. Grantor hereby binds himself, his heirs, and legal representatives, 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.

VI. Exclusiveness of Easement

The easement, rights, and privileges granted herein are exclusive, and Grantor covenants that he will not convey any other easements or conflicting rights within the area covered by this grant.

VII. Secondary Easements

The easement, rights, and privileges herein conveyed, Grantee shall have the right to use so much of the surface of the herein granted property of Grantor as may be reasonably necessary to construct and install within the right-of-way granted hereby the pipelines and equipment contemplated by this grant. Upon the completion of such construction and installation, Grantee shall replace and restore all fences, walls, or other structures which may have been relocated or removed during the construction period, and Grantee shall pay Grantor reasonable compensation for such fences, walls or structures which may not be replaceable, and for such vegetation and crops as may have been damaged or destroyed during such construction.

VIII. Encroachments

Grantee shall have the right to cut and trim trees or shrubbery which may encroach upon the easement area herein conveyed, and Grantee shall dispose of all cuttings and trimmings either by piling and burning within the easement area or by loading and hauling away from the premises.

IX. Rights Reserved

Grantor also retains, reserves, and shall continue to enjoy the use of the surface of such property for any and all purposes which do not interfere with and prevent the use by Grantee of the herein granted easement including the right to build and use the surface of the herein granted easement for drainage ditches and private streets, roads, driveways, alleys, walks, gardens, lawns, platting or parking areas, and other like uses and/or to dedicate all or any part of the surface of the property affected by this easement to any city for use as a public street, road, or alley. Grantor shall notify Grantee of all such activities or uses of the surface of such property that may impact the herein granted easement and Grantee shall promptly notify Grantor of any potential interference with Grantee's herein granted easement by the proposed activities or uses of the surface of the property. Grantee covenants that Grantee will not unreasonably claim any such activity or use of the surface of the property affected by this easement unless such activity interferes with Grantee's herein granted easement.

X. Entire Agreement

This instrument contains the entire agreement between the parties relating the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing, signed by the parties.

XI. Attorney's Fees

In the event of any controversy, claim, or dispute relating to this instrument or the breach thereof, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorneys' fees, and costs.

XII. Binding Effect

This Agreement shall bind and inure to the benefit of the respective parties, their personal representatives, successors, and assigns.

IN WITNESS WHEREOF, this instrument is executed this _____ day of _____, 20 _____

Signature

Print Name

ACKNOWLEDGMENT

State of Texas §

County of Bexar §

This instrument was acknowledged before me on this _____ day of _____ 202_____,
by _____.

Notary Public in and for State of Texas
Notary ID # _____
My Commission Expire _____