

Easement Agreement for Water Line

Notice of confidentiality rights: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your Social Security number or your driver's license number.

Date: _____

Grantor: Belton Independent School District

Grantor's Mailing Address: 400 N. Wall Street
Belton, TX 76513 (Bell County)

Grantee: The City of Temple, Texas, a home rule municipality

Grantee's Mailing Address: 2 N Main Street
Temple, TX 76501 (Bell County)

Easement Property: Being a 0.8044 acre tract, situated in the Nancy Chance Survey, Abstract 5, Bell County, Texas, embracing a portion of a called 27.717 Acre tract conveyed as Tract Two to Belton Independent School District in Document No. 2022026002, Official Public Records of Real Property, Bell County, Texas, and being more particularly described by metes and bounds in Exhibit A attached to this agreement and by this reference incorporated within it.

Easement Purpose: For the installation, construction, operation, use, maintenance, replacement, repair, upgrade, and removal of water lines (collectively, the "Facilities") and to provide City, its employees, representatives, and contractors, pedestrian and vehicular ingress and egress across the easement property to perform construction and maintenance activities related to the Facilities. The Facilities shall be buried at such a depth and constructed in such a way that the surface remains usable by Grantor and that vehicular traffic will not affect the integrity or functioning of the Facilities. The Facilities shall be installed, buried, and maintained under the surface of the Easement Property only, with no portion visible above ground. The Facilities shall be professionally designed.

Consideration: Good and valuable consideration, the receipt and sufficiency of which are acknowledged by Grantor.

Reservations from Conveyance: None

Exceptions to Warranty: None

Grant of Easement: Grantor, for the Consideration and subject to the Reservations from Conveyance and Exceptions to Warranty, grants, sells, and conveys to Grantee and Grantee's heirs, successors, and assigns an easement over, on, under, and across the Easement Property for the Easement Purpose, together with all and singular the rights and appurtenances thereto in any way belonging (collectively, the "Easement"), to have and to hold the Easement to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs, successors, and assigns to warrant and forever defend the title to the Easement in Grantee against every person whomsoever lawfully claiming or to claim the Easement or any part of the Easement, except as to the Reservations from Conveyance and Exceptions to Warranty.

Terms and Conditions:

The following terms and conditions apply to the Easement granted by this agreement:

1. *Character of Easement.* The Easement is nonexclusive and irrevocable except as described in section 1(a) below. The Easement is for the benefit of Grantee.
 - a. In accordance with Texas Local Government code 272.001(l):
 - i. Grantee agrees to use the Easement in carrying out a purpose that benefits the public interest of Grantor, namely, the installation, use, and maintenance of a water line that services the area surrounding Grantor's property;
 - ii. Grantor and Grantee shall cooperate in good faith in ensuring that said public purpose is effected and maintained; and
 - iii. The title and right to the Easement shall revert to Grantor if Grantee ceases to use it in carrying out said public purpose.
2. *Duration of Easement.* The duration of the Easement is perpetual, subject to section 1(a) above.
3. *Reservation of Rights.* City's right to use the Easement Property is nonexclusive, and Grantor reserves for Grantor and Grantor's heirs, successors, and assigns the right to use all or part of the Easement Property in conjunction with City as long as such use by Grantor and Grantor's heirs, successors, and assigns does not interfere with the use of the Easement Property by City for the Easement Purpose, and the right to convey to others the right to use all or part of the Easement Property in conjunction with City, as long as such further conveyance is subject to the terms of this agreement.

4. *This section deleted.*

5. *Improvement and Maintenance of Easement Property.* Improvement and maintenance of the Easement Property and Facilities will be at the sole expense of City. The City has the right to eliminate any encroachments into the Easement Property upon 15 days prior written notification to Grantor. City has the right to construct, install, maintain, replace, and remove the Facilities under or across any portion of the Easement Property. All matters concerning the Facilities and their configuration, construction, installation maintenance, replacement, and removal are at City's sole discretion, subject to performance of City's obligations under this agreement. Upon 15 days prior written notification to Grantor, City has the right to remove or relocate any improvements (including but not limited to fencing, pavement, drainage features, retaining walls, landscaping, mailboxes, sprinkler systems, private utilities, and other such features) within the Easement Property or along or near its boundary lines if reasonably necessary to construct, install, maintain, replace, or remove the Facilities, provided that City shall replace the improvements to their original condition on the completion of the work. The foregoing notwithstanding, City shall bear all costs to repair or replace improvements damaged outside of the Easement Property ("outside improvements") if such damage is caused by the City's construction, improvement, or maintenance of the Easement Property. If City, after notice from Grantor, does not promptly repair or replace the outside improvements, City shall reimburse any expenses incurred by Grantor arising therefrom after presentation of documentation substantiating such expenses.

6. *Equitable Rights of Enforcement.* This Easement may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm, and will be obtainable only by the parties to or those benefited by this agreement; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.

7. *Attorney's Fees.* If either party retains an attorney to enforce this agreement, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.

8. *Binding Effect.* This agreement binds and inures to the benefit of the parties and their respective heirs, successors, and permitted assigns.

9. *Choice of Law.* This agreement will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in the county or counties in which the Easement Property is located.

10. *Counterparts.* This agreement may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

11. *Waiver of Default.* It is not a waiver of or consent to default if the nondefaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this agreement does not preclude pursuit of other remedies in this agreement or provided by law.

12. *Further Assurances.* Each signatory party agrees to execute and deliver any additional documents and instruments and to perform any additional acts necessary or appropriate to perform the terms, provisions, and conditions of this agreement and all transactions contemplated by this agreement.

13. *Entire Agreement.* This agreement and any exhibits are the entire agreement of the parties concerning the Easement Property, and the grant of the Easement by Grantor to Grantee. There are no representations, agreements, warranties, or promises, and neither party is relying on any statements or representations of any agent of the other party, that are not expressly set forth in this agreement and any exhibits.

14. *Legal Construction.* If any provision in this agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof, and this agreement will be construed as if the unenforceable provision had never been a part of the agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Article and section headings in this agreement are for reference only and are not intended to restrict or define the text of any section. This agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.

15. *Notices.* Any notice required or permitted under this agreement must be in writing. Any notice required by this agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when

actually received. Any address for notice may be changed by written notice delivered as provided herein.

16. *Recitals.* Any recitals in this agreement are represented by the parties to be accurate, and constitute a part of the substantive agreement.

17. *Time.* Time is of the essence. Unless otherwise specified, all references to “days” mean calendar days. Business days exclude Saturdays, Sundays, and legal public holidays. If the date for performance of any obligation falls on a Saturday, Sunday, or legal public holiday, the date for performance will be the next following regular business day.

Signatures to Follow

GRANTOR:

BELTON INDEPENDENT SCHOOL DISTRICT

Name, Title (if applicable)

STATE OF TEXAS §
COUNTY OF BELL §

This instrument was acknowledged before me on the ____ day of _____, 202__, by
[NAME] as [TITLE] of **Belton Independent School District**.

Notary Public, State of Texas

GRANTEE:

THE CITY OF TEMPLE, TEXAS

Brynn Myers, City Manager

APPROVED AS TO FORM:

City Attorney's Office

STATE OF TEXAS §

COUNTY OF BELL §

This instrument was acknowledged before me on the ____ day of _____, 202__, by **Brynn Myers**, as City Manager of the City of Temple, Texas.

Notary Public, State of Texas

Return recorded document to:

City of Temple
City Attorney's Office
2 N. Main, Suite 308
Temple, TX 76501