

**EASEMENT**

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

That the undersigned, **CANUTILLO INDEPENDENT SCHOOL DISTRICT** (hereinafter called "***Grantor***") for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration paid by the EL PASO WATER UTILITIES-PUBLIC SERVICE BOARD, a component unit of the CITY OF EL PASO, a Texas municipal corporation (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, an approximately **15' x 15'** permanent easement, to install, repair, replace, reconstruct, and perpetually use, maintain and operate a sanitary sewer main and manhole, 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 **Tract 9-A-2, Block 13, Upper Valley Surveys** 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.

The 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.

The parties agree to cooperate with each other 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 party requesting the adjustment or relocation. Any consent for adjusting or relocating the facilities shall not be unreasonably withheld where required.

The 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.

To the greatest extent allowed by applicable law, Grantee agrees to indemnify and hold harmless Grantor from and against any claims, damages, or liabilities resulting from Grantee's or Grantee's contractors' or agents' acts or omissions in construction, testing, repair, reconstruction, restoration, operation, or maintenance activities on or about the Easement.

**GRANTEE TAKES THE EASEMENT "AS IS", EXCEPT FOR THE WARRANTIES OF TITLE AS PROVIDED AND LIMITED HEREIN. GRANTOR HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATIONS AS TO THE PHYSICAL CONDITION, LAYOUT, FOOTAGE, EXPENSES, ZONING, OPERATION, OR ANY OTHER MATTER AFFECTING OR RELATED TO THE EASEMENT, AND GRANTEE HEREBY EXPRESSLY ACKNOWLEDGES THAT NO SUCH REPRESENTATIONS HAVE BEEN MADE. GRANTOR MAKES NO AND DISCLAIMS ALL, AND GRANTEE DOES NOT RELY UPON ANY, OTHER WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, MARKETABILITY, FITNESS OR SUITABILITY FOR A PARTICULAR PURPOSE, OR OTHERWISE EXCEPT AS SET FORTH AND LIMITED HEREIN. ANY IMPLIED WARRANTIES ARE EXPRESSLY DISCLAIMED AND EXCLUDED. GRANTEE ACKNOWLEDGES AND AGREES THAT THE DISCLAIMERS AND OTHER AGREEMENTS SET FORTH HEREIN ARE INTEGRAL PARTS OF THIS AGREEMENT AND THAT GRANTOR WOULD NOT HAVE AGREED TO ENTER INTO THIS AGREEMENT WITHOUT THE DISCLAIMERS AND OTHER AGREEMENTS SET FORTH ABOVE. THE FOREGOING WAIVERS, DISCLAIMERS, AND RELEASES SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

**NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, GRANTEE EXPRESSLY UNDERSTANDS THAT GRANTOR IS A POLITICAL SUBDIVISION OF THE STATE OF TEXAS, AND NOTHING IN THIS AGREEMENT WILL BE CONSTRUED AS A WAIVER OR RELINQUISHMENT BY GRANTOR OF ITS RIGHT TO CLAIM SUCH EXEMPTIONS, PRIVILEGES AND IMMUNITIES AS MAY BE PROVIDED BY LAW.**

WITNESS THE EXECUTION HEREOF the \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_.

**GRANTOR:**

**CANUTILLO INDEPENDENT SCHOOL DISTRICT**

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 \_\_\_\_\_,  
20\_\_, by \_\_\_\_\_, \_\_\_\_\_ of \_\_\_\_\_.

\_\_\_\_\_  
My Commission Expires

\_\_\_\_\_  
Notary Public, State of Texas

*(Additional Signature Contained on Following Page)*

**GRANTEE:**

**EL PASO WATER UTILITIES-  
PUBLIC SERVICE BOARD, a component  
unit of the CITY OF EL PASO, a Texas  
municipal corporation**

By: \_\_\_\_\_  
Ana I. Sanchez, Vice President

Executed on: \_\_\_\_\_

APPROVED AS TO CONTENT:

APPROVED AS TO FORM:

\_\_\_\_\_  
Alma De Anda,  
Utility Land and Water Rights Manger

\_\_\_\_\_  
Michaela Ainsa,  
Senior Assistant General Counsel

**ACKNOWLEDGMENT**

**STATE OF TEXAS       §  
                                  §  
COUNTY OF EL PASO   §**

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_,  
20\_\_, by **Ana I. Sanchez, Vice President, of El Paso Water Utilities Public Service Board.**

\_\_\_\_\_  
My Commission Expires

\_\_\_\_\_  
Notary Public, State of Texas

**EXHIBIT A**

**BEING A PORTION OF TRACT 9-A-2, BLOCK 13, UPPER VALLEY SURVEYS, EL  
PASO COUNTY, TEXAS**