



DRAINAGE EASEMENT

Permanent Easement Granted to the City of La Vernia by La Vernia ISD

This **Drainage Easement Agreement** ("Easement") is made as of the ____ day of _____, 2026, by and between the **La Vernia Independent School District** ("Grantor") and the **City of La Vernia, Texas** ("Grantee").

1. Grant of Easement

Grantor grants to Grantee a **perpetual, non-exclusive drainage easement** ("Easement Area") across Grantor's property, depicted in **Exhibit A** for the purposes of:

1. Constructing a drainage channel and related stormwater improvements ("Improvements");
2. Accessing, operating, inspecting, repairing, replacing, and improving the Improvements;
3. Ensuring proper stormwater flow consistent with City drainage standards.

2. Property Description

The drainage channel will be located on the following District property:

Property ID:27668

Address: 369 S FM 1346 La Vernia, TX, 78121 **Legal**

Description: CITY OF LA VERNIA, LOT 424, ACRES
23.73

Property ID:53472

Address: FM 1346 LA VERNIA, TX 78121 **Legal**

Description: CITY OF LA VERNIA, LOT 441B, ACRES
3.84

3. City's Rights

The City shall have the right to:

- a. Construct the Improvements in the Easement Area;
- b. Remove and replace fencing within the Easement Area as necessary to accommodate the drainage Improvements and to ensure proper stormwater flow;
- c. Enter the property at reasonable times to inspect the channel;
- d. Enter the property at any time in emergencies;
- e. Maintain or repair the channel if needed to prevent flooding or public safety hazards.

4. District's Responsibilities

Grantor (District) shall:

- a. Retain fee title to the land;
- b. Perform **all routine and long-term maintenance** of the drainage channel improvements; including fencing installed by the City as part of the improvements, after construction;
- c. Not obstruct, fill, or alter the channel or fencing without prior written City consent;
- d. Maintain the channel in a manner that preserves its original design capacity.

If the District fails to maintain the channel, the City may perform maintenance at the District's cost after reasonable notice.

5. Access

The City shall have access across the District property by reasonable routes to reach the Easement Area.

6. No Interference

Grantor shall not erect structures, utilities, fencing, paving, or other improvements in the Easement Area that interfere with stormwater flow or the City's access rights.

7. Term

This easement is **perpetual** and runs with the land. It is binding upon successors and assigns.

8. Liability; Immunity

Each Party is responsible for its own acts and omissions. Nothing herein waives sovereign or governmental immunity.

10. Governing Law

The laws of the State of Texas govern this Easement.

SIGNATURES

LA VERNIA INDEPENDENT SCHOOL DISTRICT

(Grantor)

By: _____

Name: _____

Title: Superintendent

Date: _____

STATE OF TEXAS § COUNTY OF WILSON §

This instrument was acknowledged before me on the ____ day of _____, 2026,
by _____, in the capacity of Superintendent for the La
Vernia Independent School District

Notary Public, State of Texas My Commission Expires: _____

CITY OF LA VERNIA, TEXAS

(Grantee)

By: _____

Name: _____

Title: City Administrator

Date: _____

STATE OF TEXAS § COUNTY OF WILSON §

This instrument was acknowledged before me on the ____ day of _____, 2026,
by _____, in the capacity of Mayor / City Administrator
for the City of La Vernia, Texas, a municipal corporation, on behalf of said
municipality.

Notary Public, State of Texas My Commission Expires: _____

EXHIBT A

