

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.

PERMANENT UTILITY EASEMENT

STATE OF TEXAS §
 §
COUNTY OF GUADALUPE §

DATE: _____, 2026

GRANTOR: Board of Trustees of the Navarro Independent School District, an independent school district and political subdivision of the State of Texas

GRANTOR'S MAILING ADDRESS:

GRANTEE: City of Seguin, a Texas home rule municipal corporation

GRANTEE'S MAILING ADDRESS: 205 North River Street
Seguin, Texas 78155

CONSIDERATION: Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

EASEMENT PROPERTY:

Being land containing 0.009 -acre (407 square feet), of land in Guadalupe County, Texas, said location being more particularly described in Exhibit A attached hereto and incorporate herein for all purposes.

EASEMENT PURPOSES:

GRANTOR grants, sells and conveys to GRANTEE, its successors, and assigns an easement appurtenant and right of way in, upon, over, under and across the Easement Property for the installation, construction, operation, maintenance, repair, upgrade and removal of multiple water, wastewater and reuse water transmission lines, together with service connections, a cathodic protection system, SCADA (Supervisory Control and Data Acquisition) connections, and above-ground manhole covers, vehicular access, fiber optic lines, communication lines, electrical lines, water lines, and all other necessary or desirable above-ground and belowground laterals and appurtenances thereto, including but not limited to lift stations and fencing, together with the right of ingress and egress in, through upon, over, under and across said right of way for the purpose of constructing, reconstructing, inspecting, maintaining, and removing said line(s) and related improvements within the Easement Property.

GRANTOR expressly covenants and agrees that GRANTOR will not make changes to the grade of the Easement Property or further burden the Easement Property with additional easements or rights-of-way without prior written approval of GRANTEE, and that no building, structures or trees of any kind will be placed on said Easement Property and the right of way herein granted.

Together with the right of ingress and egress over said Easement Area and, in the event of an emergency, over GRANTOR'S adjoining lands for the purpose of constructing, reconstructing, realigning, inspecting, patrolling, maintaining, operating, repairing, adding and removing said lines, facilities and appurtenances; the right to relocate said lines, facilities and appurtenances within said Easement Area.

GRANTOR grants to GRANTEE the right to remove from said Easement Property and properly dispose of trees and parts thereof, or other obstructions, which may interfere with exercise of the rights granted hereunder.

Upon completion of the line(s), GRANTEE agrees to restore the surface of the Easement Property to as near its condition as existed immediately prior to any such construction as is reasonably practicable. GRANTEE may place line markers and appurtenances related to the line, including but not limited to manhole covers and valves.

GRANTOR reserves the right to fully use and enjoy the Easement Property for so long as such uses and enjoyment do not interfere with and are not inconsistent with the easement and rights granted to GRANTEE, including building of driveways or roads as long as such are constructed so that they cross the road at a right angle.

This agreement and the rights and privileges granted hereby, may be assigned or conveyed by GRANTEE, its successors and permitted assigns, in whole or in part, or in undivided interest vesting in such assignee any and all rights, interests, and estates so assigned and leaving in GRANTEE, its successors or permitted assigns, all rights, interests, and estates not assigned but reserved, and the same may be owned, exercised or operated, either jointly or separately. In the event of an assignment of all or a portion of the rights granted under this Agreement by GRANTEE, all terms and provisions of this Agreement shall be binding on any assignee.

TO HAVE AND TO HOLD the above-described easement and rights unto GRANTEE, its successors and assigns, until the use of said easement by GRANTEE, its successors and assigns shall be permanently abandoned. GRANTOR does hereby bind itself and its successors and assigns to warrant and forever defend all and singular the above-described easements and rights unto said GRANTEE, its successors and assigns, against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

{Signatures follow on next page}

WITNESS our hand this _____ day of _____, 2026.

GRANTOR:

Board of Trustees of the Navarro
Independent School District, an independent
school district and political subdivision of
the State of Texas

By: _____
Mandy Epley, Superintendent of
Navarro Independent School District

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF GUADALUPE §

This instrument was acknowledged before me on the _____ day of _____,
2026, by Mandy Epley, Superintendent of Board of Trustees of Navarro Independent School
District, an independent school district and political subdivision of the State of Texas.

Notary Public, State of Texas

EXHIBIT A

Permanent Easement Property

METES AND BOUNDS DESCRIPTION FOR A 20-FOOT WIDE WATER EASEMENT

A 0.009 of an acre, or 407 square feet more or less, easement located on Lot 1, Block 1, of Navarro South Elementary School, recorded in Volume 10, Page 561, of the Official Public Records of Guadalupe County, Texas, described in deed to The Board of Trustees of The Navarro Independent School District, recorded in Document Number 202499020105, of said Official Public Records, out of the M. Cherino Survey No. 20, Abstract 10, located in the City of Seguin, Guadalupe County, Texas. Said 0.009 of an acre easement being more fully described as follows, with bearings based on the Texas Coordinate System established for the South Central Zone from the North American Datum of 1983 NAD 83 (NA2011) epoch 2010.00:

COMMENCING: At a found $\frac{1}{2}$ " iron rod with a cap marked "Sherwood" on the west right of way line of Martindale Road, a variable width public right of way, at the northeast corner of Lot P-8, of Navarro Oaks Subdivision, Unit 1, recorded in Document Number 20199024473, of said Official Public Records.

THENCE: S $89^{\circ}40'36''$ W, with the south line of said Lot 1, the north line of said Navarro Oaks Subdivision, Unit 1, a distance of 4.88 feet to a point, from which a found $\frac{1}{2}$ " iron rod with a cap marked "C & C" at the northwest corner of Lot 125, of said Navarro Oaks Subdivision, Unit 1, the northeast corner of Lot 126, of said Navarro Oaks Subdivision, Unit 1 bears S $89^{\circ}40'36''$ W, a distance of 309.69 feet;

THENCE: N $08^{\circ}35'36''$ E, with the east line of said Lot 1, the west right of way line of said Martindale Road, a distance of 83.06 feet to a point;

THENCE: Departing the west right of way line of said Martindale Road, over and across said Lot 1, the following bearings and distances:

N $81^{\circ}24'24''$ W, a distance of 15.00 feet to the POINT OF BEGINNING of the herein described easement;

N $81^{\circ}24'24''$ W, a distance of 20.37 feet to a point;

N $08^{\circ}35'36''$ E, a distance of 20.00 feet to a point;

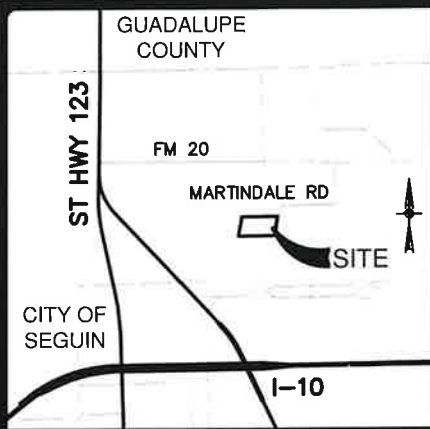
S $81^{\circ}24'24''$ E, a distance of 20.37 feet to a point;

S 08°35'36" W, a distance of 20.00 feet to the POINT OF BEGINNING and containing 0.009 of an acre in the City of Seguin, Guadalupe County, Texas. Said tract being described in conjunction with an exhibit prepared under job number 13643-000 by Pape-Dawson.

PREPARED BY: Pape-Dawson
Texas Registered Survey Firm # 10028800
DATE: September 18, 2026
JOB NO. 13643-000
DOC. ID. N:\CIVIL\13643-000\Word\13643-000 FNWA 0.009 AC.docx



Brian D Lorentson



LOCATION MAP

NOT-TO-SCALE



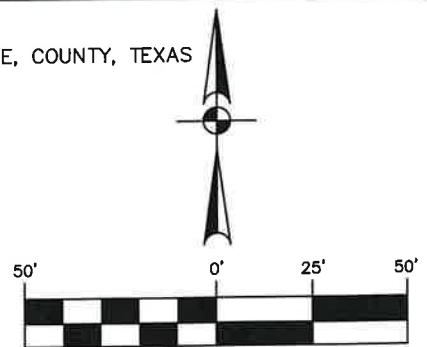
Brian D Lorentson

LEGEND:

O.P.R.G.C OFFICIAL PUBLIC RECORDS OF GUADALUPE, COUNTY, TEXAS
 FD. FOUND
 I.R. 1/2" IRON ROD
 I.P. IRON PIPE
 (XX) CAP INSCRIPTION

NOTES:

1. THIS EXHIBIT IS ISSUED IN CONJUNCTION WITH A METES AND BOUNDS DESCRIPTION PREPARED UNDER JOB NO. 13643-000 BY PAPE-DAWSON.
2. THE BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE SOUTH CENTRAL ZONE FROM THE NORTH AMERICAN DATUM OF 1983 NAD 83 (NA2011) EPOCH 2010.00.
3. DISTANCES ARE SHOWN IN U.S. SURVEY FEET.



SCALE: 1" = 50'

REMAINDER OF A
 CALLED 20.163 ACRE TRACT
 GARY WAYNE MINNICH
 (VOLUME 1719, PAGE 996 O.P.R.G.C.)

FD. I.R.(WALS)

**M. CHERINO SURVEY NO. 20
 ABSTRACT 10**

LOT 1, BLOCK 1
 NAVARRO SOUTH ELEMENTARY SCHOOL
 (VOLUME 10, PAGE 561 O.P.R.G.C.)

THE BOARD OF TRUSTEES OF THE NAVARRO
 INDEPENDENT SCHOOL DISTRICT
 (DOCUMENT NUMBER 202499020105 O.P.R.G.C.)

20' RIGHT-OF-WAY DEDICATION
 (VOL 10, PAGE 561 O.P.R.G.C.)

**20-FOOT WIDE
 WATER EASEMENT
 0.009 OF
 AN ACRE**
 (407 SQUARE FEET
 MORE OR LESS)

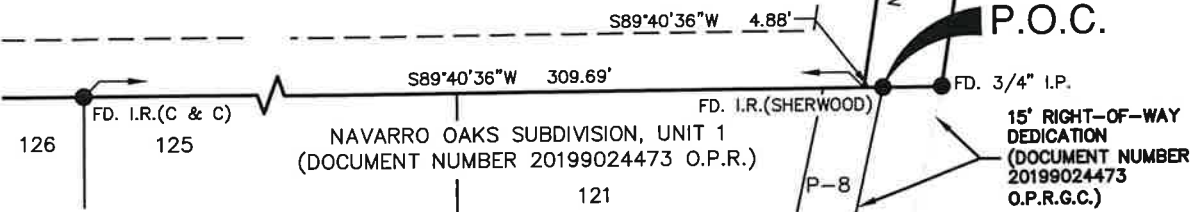
LINE TABLE		
LINE	BEARING	LENGTH
L1	N81°24'24"W	15.00'
L2	N81°24'24"W	20.37'
L3	N08°35'36"E	20.00'
L4	S81°24'24"E	20.37'
L5	S08°35'36"W	20.00'

MARTINDALE ROAD
 (VARIABLE WIDTH PUBLIC R.O.W.)

P.O.B.

15' PUBLIC UTILITY EASEMENT
 (VOLUME 10, PAGE 561 O.P.R.G.C.)

P.O.C.



PAPE-DAWSON

2000 NW LOOP 410 | SAN ANTONIO, TX 78213 | 210.375.9000
 TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800

SEPTEMBER 18, 2026

SHEET 1 OF 1
 JOB No.:13643-000