

City of Belton Utility Easement Agreement

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: 1220 Huey Drive, Belton TX 76513

Grantee: City of Belton, Texas

Grantee's Mailing Address: PO Box 120
Belton, TX 76513

Easement Property: As described in Exhibit A (one labeled page)

Easement Purpose: For the purpose of erecting, installing, constructing, removing and adding soil, replacing, repairing, operating, using, inspecting, reconstructing, upgrading, modifying, removing and maintaining of water and wastewater utilities under the Easement Property (collectively, the "Facilities").

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

Grant of Easement: Grantor, for the Consideration and subject to the right of reverter described below and the additional terms and conditions stated herein, grants, sells, and conveys to Grantee and Grantee's heirs, successors, and assigns an easement under the Easement Property for the Easement Purpose for the benefit of the City of Belton, 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's conveyance of the easement to Grantee is without express or implied warranty. All warranties that might arise by common law as well as the warranties in section 5.023 of the Texas Property Code (or its successor) are excluded.

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

1. *Character of Easement; Right of Reverter.* The Easement is nonexclusive in accordance with Texas Local Government Code 272.001(1),
 - a. 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 wastewater utilities that service Grantor's facility on the Easement Property;
 - b. Grantor and Grantee shall cooperate in good faith in ensuring that said public purpose is effected and maintained; and
 - c. The title and right to the Easement shall revert to Grantor if Grantee ceases to use it in carrying out said public purpose for a period of 2 years after completion of construction.
2. *Duration of Easement.* The duration of the Easement is perpetual, subject to section 1 above.
3. *Reservation of Rights.* Grantee'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 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 Grantee for the Easement Purpose, and the right to convey to others the right to use all or part of the Easement Property, as long as such further conveyance is subject to the terms of this agreement.
4. *Improvement and Maintenance of Easement Property.* No walls, fences or barriers of any sort or kind shall be constructed or erected within the Easement Property which shall prevent or impair the use of the Easement Area in accordance with this Agreement. It is the Grantee's sole responsibility and expense to construct, maintain and repair the facilities within the Easement Property.
5. *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.
6. *Binding Effect.* This agreement binds and inures to the benefit of the parties and their respective heirs, successors, and permitted assigns.
7. *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 Bell County.
8. *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.
9. *Waiver of Default.* It is not a waiver of or consent to default if the non-defaulting 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.

10. *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.

11. *Integration.* This agreement contains the complete agreement of the parties and cannot be varied except by written agreement of the parties. The parties agree that there are no oral agreements, representations, or warranties that are not expressly set forth in this agreement.

12. *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.

13. *Notices.* Any notice required or permitted under this agreement must be in writing. Any notice required by this agreement must be via United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this agreement. Any address for notice may be changed by written notice delivered as provided herein.

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

(Name)

Property Owner

STATE OF TEXAS §

COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared (Name), known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein stated.

Given under my hand and seal of office this _____ day of _____, 2025.

Notary Public in and for the State of Texas

CITY OF BELTON, TEXAS

By: _____

(ACKNOWLEDGMENT)

STATE OF TEXAS
COUNTY OF BELL

This instrument was acknowledged before me on the _____ day of _____, 20__, by _____, in his capacity as _____ of the City of Belton, Texas, a Texas municipal corporation, on behalf of said corporation.

NOTARY PUBLIC, STATE OF TEXAS