

## Easement Agreement for Drainage

**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:** Temple Independent School District

**Grantor's Mailing Address:** 401 Santa Fe Way (Bell County)  
Temple, TX 76501

**Grantee:** The City of Temple, Texas

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

**Easement Property:** Being a 0.009 acre tract of land situated in the Maximo Moreno Survey, Abstract No. 14, City of Temple, Bell County, Texas being a part or portion of that certain 20.457 acre tract of land described in a Special Warranty Deed dated June 22, 2023 from Bohkers, LLC-Series 117, a separate series of Bohkers, LLC, a Texas series limited liability company to Temple Independent School District and being of record in Document No. 2023027538, Official Public Records of Bell County, Texas, and being more particularly described by metes and bounds in Exhibit A attached to this Easement Agreement and by this reference incorporated in it.

**Easement Purpose:** For the installation, construction, operation, maintenance, replacement, repair, and removal of drainage facilities with all necessary pipes, poles, culverts, channels, and other appurtenances (collectively, the "Facilities"), and to provide City, its employees, its representatives, and its contractors pedestrian and vehicular ingress and egress across the easement property to perform construction and maintenance activities related to the Facilities.

**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 successors and assigns an easement over, on, 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 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 and Grantee's successors and assigns 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. The Easement is for the benefit of Grantee and Grantee's successors and assigns.

2. *Duration of Easement.* The duration of the Easement is perpetual.

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. *Secondary Easement.* City has the right (the "Secondary Easement") to use as much of the surface of the property that is adjacent to the Easement Property ("Adjacent Property") as may be reasonably necessary to install and maintain the Facilities within the Easement Property that are reasonably suited for the Easement Purpose. However, City must promptly restore the Adjacent Property to its previous physical condition if changed by use of the rights granted by this Secondary Easement.

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. 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. 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, subject to replacement of the improvements to their original condition on the completion of the work.

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. *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.

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:

TEMPLE INDEPENDENT SCHOOL DISTRICT

\_\_\_\_\_  
Dan Posey, President of the Board of Trustees

STATE OF TEXAS §

COUNTY OF BELL §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2026, by **Dan Posey**, as President of the Board of Trustees of Temple Independent School District.

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

THE CITY OF TEMPLE, TEXAS

\_\_\_\_\_  
Brynn Myers, City Manager

ATTEST:

\_\_\_\_\_  
Jana Lewellen, City Secretary

APPROVED AS TO FORM:

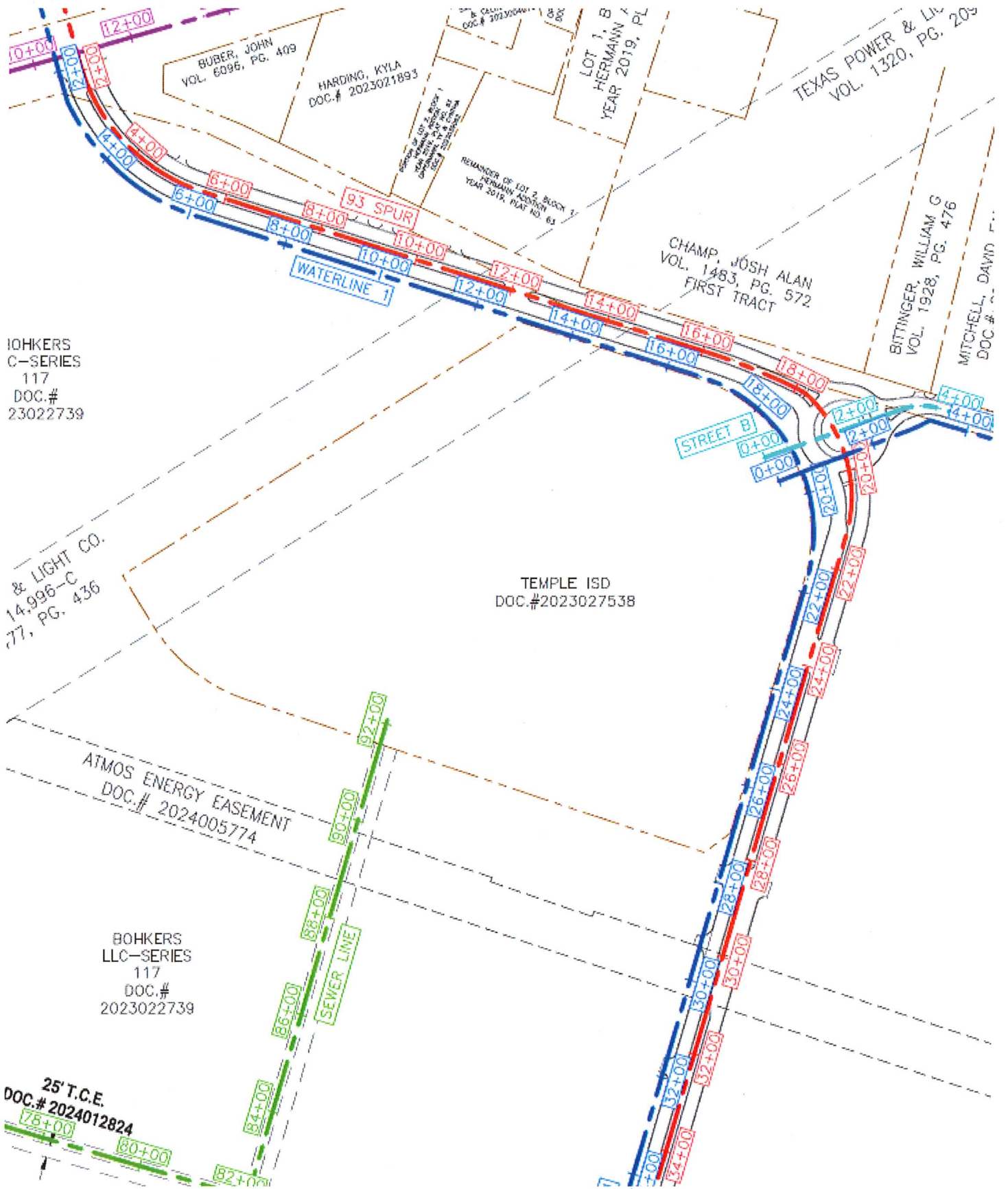
\_\_\_\_\_  
City Attorney's Office

STATE OF TEXAS                   §  
COUNTY OF BELL               §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2026, 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



BOHKERS  
 C-SERIES  
 117  
 DOC.#  
 23022739

& LIGHT CO.  
 14,996-C  
 77, PG. 436

TEMPLE ISD  
 DOC.#2023027538

ATMOS ENERGY EASEMENT  
 DOC.# 2024005774

BOHKERS  
 LLC-SERIES  
 117  
 DOC.#  
 2023022739

25' T.C.E.  
 DOC.# 2024012824

BUBER, JOHN  
 VOL. 6096, PG. 409

HARDING, KYLA  
 DOC.# 2023021893

LOT 1, B  
 HERMANN  
 YEAR 2019, PL

TEXAS POWER & L  
 VOL. 1320, PG. 209

REMAINDER OF LOT 2, BUSBY  
 HERMANN ACQUISITION  
 YEAR 2019, PLAT NO. 63

CHAMP, JOSH ALAN  
 VOL. 1483, PG. 572  
 FIRST TRACT

BITTINGER, WILLIAM G  
 VOL. 1928, PG. 476

MITCHELL, DAVID  
 DOC.#

WATERLINE J

SEWER LINE

STREET B

92+00

80+00

88+00

86+00

84+00

82+00

80+00

75+00

10+00

12+00

14+00

16+00

18+00

20+00

22+00

24+00

26+00

28+00

30+00

32+00

34+00

4+00

6+00

8+00

10+00

12+00

14+00

16+00

18+00

20+00

22+00

24+00

26+00

28+00

30+00

32+00

34+00

93 SPUR

WATERLINE J

STREET B