

EASEMENT

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

That the undersigned, hereinafter called Grantor, for and in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration paid by the CITY OF EL PASO, a municipal corporation, for the use and benefit of its Public Service Board (El Paso Water Utilities), hereinafter called Grantee, the receipt and sufficiency of which is hereby acknowledged by Grantor, and the further benefits to be derived by the remaining property as a result of projected public improvements, do (es) hereby grant and convey unto said Grantee, its successors and assigns forever, an easement to construct, build, install, repair, reconstruct, and perpetually use, maintain and operate a water (and sewer) line or lines with appurtenances and improvements thereto, being hereinafter sometimes collectively called the "Easement", over, under, across, and through the following described property in the County of El Paso, Texas:

REFER TO METES AND BOUNDS ATTACHED

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 connection with the construction, reconstruction, installation, maintenance, repair, removal, or replacement of the facilities.

Grantee shall indemnify, defend, and hold harmless the Grantor from and against any and all claims, liability, actions, and damages for bodily injury and property damage to third parties or to Grantor which may be caused by or arise out of the maintenance and existence of said pipelines in the easement area.

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 land herein conveyed is not the residence or business homestead of such Grantor(s) and that the Grantors have full authority to convey 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 same and for any diminution in value that may result to remaining property by virtue of the project, construction, installation, and repair of utility lines and improvements, grade alignment, or the alteration of drainage patterns and 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.

To have and to hold, the above-described Easement(s) together with all and singular, the rights and appurtenances thereto in anywise belonging unto the said Grantee, its successors and assigns forever; and Grantors is (are) hereby bound, together with all heirs, personal representatives, executors, administrators, successors, and assigns 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, his personal representatives, heirs, executors, administrators, successors, and assigns.

Grantor reserves the right to full use and enjoyment of the property encumbered by the Easement, except as otherwise provided herein, and such use shall not hinder, conflict, or interfere with the exercise of Grantee's rights hereunder, and no building, reservoir, structure or other improvement, other than asphaltic paving (HMAC), shall be constructed or maintained on said Easement without Grantee's written consent. Grantor and Grantor's employees, agents, and invitees, shall at all times, have access from Grantor's property to the land covered by this Easement and Grantee shall not prohibit ingress to or egress from Grantor's adjacent land because of construction or for any other reason.

The undersigned represents and warrants to Grantee that the undersigned is the owner of record of the property above-described and has the full power and authority to grant this Easement.

When the context requires, singular nouns and pronouns include the plural.

WITNESS THE EXECUTION HEREOF the _____ day of _____, 2012.

Project Name:
Job No:
Date:
w/o Construction Easement
Description By:

Corporate Acknowledgement

STATE OF TEXAS }
 }
COUNTY OF EL PASO }

BEFORE ME, the undersigned authority, on this day personally appeared _____
_____, known to me to be the person whose name is
subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same as the act
and deed of _____, for the purposes and consideration
therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of
_____, 2012.

(SEAL)

Notary Public in and for
The State of Texas

My Commission Exp: _____

Acknowledgement

STATE OF TEXAS }
 }
COUNTY OF EL PASO }

BEFORE ME, the undersigned authority, on this day personally appeared _____
_____, known to me to be the person whose
name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same
for as his/her act and deed for the purposes and consideration therein expressed, and in the capacity
therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of
_____, 2012.

(SEAL)

Notary Public in and for
The State of Texas

My Commission Exp: _____