



rights, with respect to such additional lines and appurtenances to be constructed, as with the original line or lines.

Grantor reserves the right to full use and enjoyment of the property encumbered by the Easement except as otherwise provided herein. Grantor's use shall not hinder, conflict, or interfere with the exercise of Grantee's rights hereunder. No building, reservoir, or permanent structure shall be constructed or maintained on said Easement. However, Grantor its successors and assigns may use the Easement Area for improvements such as paving (provided that any concrete paving is constructed in 20' x 20' segments with expansion joints around the perimeter), parking, driveways, surface drainage improvements, landscaping (provided trees are in compliance with city code requirements), light poles with bases (provided that the poles and bases are not placed over the water or sewer line), access areas, curbs, curb cuts, roads and signage Grantor shall coordinate with Grantee regarding the specific location of light pole with bases, signage with bases, and trees within the Easement to ensure that such improvements will not interfere with Grantee's operation of its Facilities. Additionally, parking stalls cannot be placed above facilities such as manholes and vaults.

Grantor's employees, agents, and invitees, shall at all times, have access and use of the Easement and Grantee shall not unreasonably prohibit ingress to or egress from Grantor's adjacent land because of construction or for any other reason.

Grantor reserves the right to allow additional underground utilities and infrastructure to cross the Facilities, provided that the location of such additional utilities and infrastructure are marked and identifiable. Grantor however, agrees not to collocate underground utilities and infrastructure in the Permanent Easement Area, except for the collocation of water and sewer lines which is expressly permitted. For purposes of this Easement, "collocation" shall mean the parallel placement of other underground utilities and infrastructure within the Permanent 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 Easement area is not the residence or business homestead of such Grantor(s) and that the Grantors have full authority to grant 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 the same and for any diminution in value that may result to the remaining property by virtue of the project, construction, installation, and repair of the utility lines and improvements, grade alignment, or the alteration of drainage patterns and facilities.

Grantee covenants and agrees not to unreasonably interfere with the use of the Easement by Grantor, its successor and assigns, and to restore the surface of the Easement and surrounding property, whenever disturbed by Grantee, to as good a condition as existed immediately prior to

such disturbance, including, but not limited to, compaction of excavated areas, restoration of pavement areas, landscaping, sidewalks and other improvements.

Grantee agrees to cooperate with Grantor if an adjustment of the Easement is required at any time; however, any reasonable costs associated with adjusting or relocating facilities shall be the responsibility of the Grantor. Grantee's consent shall not be unreasonably withheld where required.

Grantee warrants to Grantor that the undersigned has the full power and authority to execute this Easement and fulfill its obligations under this Easement as a condition to the validity of this Easement. Grantor warrants to Grantee that the undersigned has the full power and authority to execute this Easement and fulfill its obligations under this Easement.

The terms and provisions of this Easement run with the land and are binding upon and benefit the successors and assigns of Grantor and Grantee. When the context requires, singular nouns and pronouns include the plural.

WITNESS THE EXECUTION HEREOF the \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_.

(Signatures Continue on Following Pages)

**GRANTOR:**

**COMPLETE LEGAL NAME OF GRANTOR**

By: \_\_\_\_\_

**PRINT NAME**

**TITLE**

Executed on: \_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF TEXAS            )

)

COUNTY OF EL PASO        )

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_, by \_\_\_\_\_, \_\_\_\_\_ of \_\_\_\_\_.

\_\_\_\_\_  
My Commission Expires

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

(Additional Signature Contained on Following Page)

**GRANTEE:**

**CITY OF EL PASO  
EL PASO WATER UTILITIES  
PUBLIC SERVICE BOARD**

By: \_\_\_\_\_  
Marcela Navarrete  
Vice President

Executed on: \_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF TEXAS            )  
  )  
COUNTY OF EL PASO    )

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by **Marcela Navarrete, Vice President**, on behalf of the City of El Paso, **El Paso Water Utilities-Public Service Board**.

\_\_\_\_\_  
My Commission Expires

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