

Easement Agreement for Sewer Line

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: September ____, 2025

Grantor: **1929 CANYON PROPERTIES, LLC,**
a Texas limited liability company

Grantor's Mailing Address: PO Box 212
Canyon, TX 79015

Grantee: _____

Grantee's Mailing Address: _____

Dominant Estate Property:

The South 54.67 feet of Lot No. 19, Block No. 33, Original Town of Canyon, Randall County, Texas according to the map or plat thereof, of record in Volume 23, Page 257 of the Deed Records of Randall County, Texas, said tract being further described by metes and bounds as follows:

BEGINNING at the Southwest corner of said Lot No. 19, same being the Southwest corner of this tract, whence an "X" in concrete set bears South 00 degrees 09 minutes 40 seconds West, 5.00 feet;

THENCE North 00 degrees 09 minutes 40 seconds East along the West line of said Lot No. 19, for a distance of 54.67 feet to a point, the Northwest corner of this tract, same being the Southwest corner of the North 85.33 feet of said Lot No. 19 as simultaneously surveyed;

THENCE East, for a distance of 30.05 feet to a point in the East line of said Lot No. 19, the Northeast corner of this tract, same being the Southeast corner of the North 85.33 feet of said Lot No. 19 as simultaneously surveyed;

THENCE South 00 degrees 09 minutes 40 seconds West along said East line of Lot No. 19, for a distance of 54.67 feet to a point, the Southeast corner of said Lot No. 19, same being the Southeast corner of this tract, whence an "X" in concrete set bears South 00 degrees 09 minutes 40 seconds West, 5.00 feet;

THENCE West (Base Bearing) along the South line of said Lot No. 19, for a distance of 30.05 feet to the PLACE OF BEGINNING. Said tract contains a computed area of 1643 square feet of land [commonly known as 1617 4th Avenue, Canyon, Texas 79015).

Easement Property:

10.00 feet easement being 5.00 feet on each side of the underground sewer line presently existing under the following described property:

The North 85.33 feet of Lot No. 19, Block No. 33, Original Town of Canyon, Randall County, Texas according to the map or plat thereof, of record in Volume 23, Page 257 of the Deed Records of Randall County, Texas, said tract being further described by metes and bounds as follows:

BEGINNING at a 3/8 inch iron rod with a cap stamped "HBD" set for the Northwest corner of said Lot No. 19, same being the Northwest corner of this tract;

THENCE East (Base Bearing) along the North line of said Lot No. 19, for a distance of 30.05 feet, to a 3/8 inch iron rod with a cap stamped "HBD" set for the Northeast corner of said Lot No. 19, same being the Northeast corner of this tract;

THENCE South 00 degrees 09 minutes 40 seconds West along the East line of said Lot No. 19, for a distance of 85.33 feet to a point, the Southeast corner of this tract, same being the Northeast corner of the South 54.67 feet of said Lot No. 19 as simultaneously surveyed;

THENCE West, for a distance of 30.05 feet to a point in the West line of said Lot No. 19, the Southwest corner of this tract, same being the Northwest corner of the South 54.67 feet of said Lot no. 19 as simultaneously surveyed;

THENCE North 00 degrees 09 minutes 40 seconds East along said West line of Lot No. 19, for a distance of 85.33 feet to the PLACE OF BEGINNING.

Easement Purpose:

For the inspection, operation, use, repair, maintenance, and replacement of an existing underground private sewer line **(the Sewer Line)**.

Consideration:

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

Reservations from Conveyance:

See Paragraph 3 below.

Grant of Easement:

Grantor, for the Consideration and subject to the Reservations from Conveyance, grants, sells, and conveys to Grantee and Grantee's heirs, successors, and assigns a nonexclusive 10' private sanitary sewer easement for the Easement Purpose upon, over, under and across the Easement Property, together with the right of ingress and egress over, along 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 heirs, 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 heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the Easement or any part of the Easement, to the extent that such claim arises by, through, or under Grantor but not otherwise.

Terms and Conditions:

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

1. *Character of Easement.* The Easement is appurtenant to, runs with, and inures to the benefit of all or any portion of the Dominant Estate Property, whether or not the Easement is referenced or described in any conveyance of all or such portion of the Dominant Estate Property. The Easement is nonexclusive and irrevocable. The Easement is for the benefit of Grantee and Grantee's heirs, successors, and assigns who at any time own any interest in the Dominant Estate Property **(as applicable, the Holder)**.

2. *Duration of Easement.* This Easement will automatically terminate when the Sewer Line is no longer used. Evidence of the termination of the Sewer Line will be evidenced by an affidavit executed either Party to this Easement and filing it in the Official Public Records of Randall County, Texas.

3. *Reservation of Rights.* Holder'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 Holder 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 Holder 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 Holder, as long as such further conveyance is subject to the terms of this agreement.

4. *Repair and Maintenance of Sewer Line.* Repair and maintenance of the Sewer Line will be at the sole expense of Holder. Holder has the right to enter onto the Easement Property to locate the Sewer Line and take reasonable procedures to drill into, cut or break up a portion of the concrete slab **(collectively, the Work)** so that the Sewer Line may be reached. Except in the case of an emergency, Holder must notify Grantor or its successors and assigns at least ten (10) days prior to the commencement of any Work. Upon completion of any Work, Holder must restore the Grantor's or its successors and assigns' property to substantially its condition immediately prior to the commencement of the Work.

5. *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.

6. *Attorney's Fees.* If any 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.

7. *Binding Effect.* This agreement binds, benefits, and may be enforced by the parties and their respective heirs, successors, and permitted assigns.

8. *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.

9. *Counterparts.* This agreement may be executed in multiple counterparts. All counterparts taken together constitute this agreement.

10. *Waiver of Default.* A default is not waived if the nondefaulting party fails to declare default immediately or delays in taking any action with respect to the default. Pursuit of any remedies set forth in this agreement does not preclude pursuit of other remedies in this agreement or provided by law.

11. *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.

12. *Indemnity.* Each party agrees to indemnify, defend, and hold harmless the other party from any loss, attorney's fees, expenses, or claims attributable to breach or default of any provision of this agreement by the indemnifying party. The obligations of the parties under this provision will survive termination of this agreement.

13. *Survival.* The obligations of the parties in this agreement that cannot be or were not performed before termination of this agreement survive termination of this agreement.

14. *Entire Agreement.* This agreement and any exhibits are the entire agreement of the parties concerning the Easement Property and the grant of the Easement by Grantor to Grantee. There are no representations, agreements, warranties, or promises, and neither party is relying on any statements or representations of the other party or any agent of the other party, that are not expressly set forth in this agreement and any exhibits.

15. *Legal Construction.* If any provision in this agreement is 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. This agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.

16. *Notices.* Any notice required or permitted under this agreement must be in writing. Any notice required by this agreement will be deemed to be given (whether received or not) the earlier of receipt or three business days after being 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, or email and will be effective when received. Any address for notice may be changed by written notice given as provided herein.

GRANTOR:

1929 CANYON PROPERTIES, LLC,
a Texas limited liability company

By: _____
Mark Wilson, Member

THE STATE OF TEXAS §
 §
COUNTY OF RANDALL §

This instrument was acknowledged before me on this the _____ day of _____, 2025, by **Mark Wilson**, Member of **1929 CANYON PROPERTIES, LLC**, a Texas limited liability company, on behalf of said company.

Notary Public State of Texas

GRANTEE:

[Name of grantee]

THE STATE OF TEXAS §
 §
COUNTY OF RANDALL §

 This instrument was acknowledged before me on this the _____ day of
_____, 2025, by _____.

Notary Public State of Texas