

# **UTILITY EASEMENT AGREEMENT**

## **Preamble**

This Agreement is made on June 6, 2018, at Corpus Christi, Nueces County, Texas, between Nueces County, a political subdivision of the State of Texas, (“Grantor”), and the City of Corpus Christi, a Texas home-rule municipal corporation (“Grantee”).

## **Grant of Easement**

1. For the consideration described in Paragraph 2, Grantor grants Grantee a utility easement over, under, along, across, and upon the following described property, see Exhibit A herein attached and incorporated in its entirety (the “Property”) of the Grantor.

## **Consideration**

2. This easement is granted in consideration of the Grantee’s payment to Grantor of \$10.00, and other valuable consideration, the receipt of which is hereby acknowledged.

## **Character of Easement**

3. This instrument grants an easement in gross to the dominant tenement.

## **Location of Easement**

4. The easement shall be located over, under, across, and upon the following described land located in Nueces County, Texas, to wit:

Property described by field notes in Exhibit A attached hereto and made a part hereof by reference, and also depicted in Exhibit B, also attached hereto and made a part hereof by reference for all purposes.

## **Purpose of Easement**

5. This utility easement shall be used only for the purpose of constructing, laying, and keeping public utility lines, and for the purposes of maintaining, servicing, repairing, and inspecting said utility lines under, on, and along said tract. Utility lines include water, wastewater, filtration, and gas together with all lines, pipes, conduits, and other equipment, improvements, and appurtenances used in the supply and provision of these public utilities.

### **Duration of Easement**

6. This easement shall be for as long as Grantee continues to maintain and repair said utility lines.

### **Warranty of Title**

7. Grantor and Grantor's personal representatives, successor, and assigns are and shall be bound to warrant and forever defend the easement and rights conveyed in this instrument to Grantee and Grantee's personal representative, successors, and assigns, against every person lawfully claiming or to claim all or any part of the interest in the Property.

### **Nonexclusiveness of Easement**

8. The easement, rights, and privileges granted by this conveyance are nonexclusive, and Grantor reserves and retains the right to convey similar rights and easements to such other persons as Grantor may deem proper. Conveyances of additional easement shall be subject to all applicable federal, state and local laws, rules, and regulations concerning the spacing of utility lines.

To the extent Grantee's easement herein cross other already existing easements, Grantee represents and agrees to not interfere with the fair enjoyment of those existing easements.

### **Grantee's Responsibility**

9. Grantee shall be solely responsible for the utility lines it installs and promises to maintain and provide all necessary repairs. Grantee shall be responsible for any damages resulting from said lines. Any work to be performed on easement by Grantee shall be done expeditiously and without delay. It is Grantee's responsibility to return the property to its original condition.

Grantee is solely responsible and promises to abide by all archeological, historical, and environmental federal and states rules and regulations as well as applicable federal and state regulations regarding spacing of utility lines.

### **Notice**

10. Prior to commencing any work on easement notice shall be provided to the Nueces County Judge. Such notice shall not be required for emergency repair

work to be performed by Grantee. Grantee will work with Grantor to ensure minimal interruptions to Grantor's operation.

### **Temporary Easement**

11. In addition to the easement located as specified in Paragraph 4, Grantee shall have the right to use the surface of the Property adjacent to the easement as depicted in Exhibit B as may be reasonably necessary for Grantee during construction.

### **Indemnity**

12. **TO THE EXTENT ALLOWED BY LAW, THE GRANTEE AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS THE COUNTY, ITS OFFICERS AND EMPLOYEES FROM ANY AND ALL CLAIMS, DEMANDS, COSTS, JUDGEMENTS AND OTHER EXPENSES (INCLUDING ATTORNEY FEES) ARISING FROM INJURIES TO PERSONS OR DAMAGE TO PROPERTY OCCURRING IN CONNECTION WITH THE PERFORMANCE OF WORK BY GRANTEE, ITS EMPLOYEES, SUBCONTRACTORS OR AGENTS.**

### **Limitations**

13. This easement with its rights and privileges is limited to the construction, laying, maintenance, inspection, replacement, upgrade, and repair of utility lines.

### **Termination**

14. The easement, along with its rights and privileges shall terminate when the purpose of the easement, as described in Paragraph 5 of this Agreement, ceases to exist, is abandoned by Grantee, becomes impossible of performance.

### **Failure to Perform**

15. Should Grantee fail to perform any covenant, undertaking, or obligation under this Agreement, all rights and privileges granted to Grantee by this Agreement shall terminate, and this Agreement shall be of no further force or effect.

### **Rights Reserved**

16. Grantor retains, reserves, and shall continue to enjoy the use of the surface of the easement area described in paragraph 4 of this Agreement.

### **Entire Agreement**

17. This Agreement contains the entire agreement between the parties relating to its subject matter. Any oral representation or modifications concerning this

Agreement shall be of no force and effect. Any subsequent amendment or modification must be in writing and agreed to by both parties.

**Assignability and Binding Effect**

18. This easement shall be assignable with the approval of the Grantor, which approval shall not be unreasonably withheld. This agreement shall bind and inure to the benefit of the Grantee and any Grantor-approved successor and assigns and to the benefit of the Grantor and the Grantor's personal representatives, successors, and assigns.

The undersigned signatory officer or agent for the parties hereto are the properly authorized officials and have the necessary authority to execute this agreement on behalf of the parties.

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GRANTOR

NUECES COUNTY, TEXAS

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Samuel Loyd Neal, Jr., County Judge

THE STATE OF TEXAS    §  
                                  §  
COUNTY OF NUECES    §

This instrument was acknowledged before me on \_\_\_\_\_, 2018 by Samuel L. Neal, Jr., as County Judge of Nueces County, Texas, in said capacity and on behalf of said entity.

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Notary Public in and for the State of Texas

[Seal]

ACCEPTED for the City of Corpus Christi, a home-rule municipal corporation and body politic under the laws of the State of Texas, on \_\_\_\_\_, 2018.

GRANTEE  
CITY OF CORPUS CHRISTI, TEXAS  
1201 Leopard Street  
Corpus Christi, Texas 78401

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Valerie H. Gray, P.E.  
Executive Director of Public Works

THE STATE OF TEXAS     §  
COUNTY OF NUECES     §

This instrument was acknowledged before me on \_\_\_\_\_, 2018 by Valerie H. Gray, P.E., Executive Director of Public Works, City of Corpus Christi, in said capacity and on behalf of said entity.

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Notary Public in and for the State of Texas

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