STATE OF TEXAS

COUNTY OF SMITH

**PUBLIC UTILITY AND ACCESS EASEMENT AGREEMENT**

\_ \_ \_ \_ \_ \_ \_ \_ \_\_\_\_\_\_\_\_\_\_\_ \_ \_ \_ \_ \_ , and spouse, \_ \_ \_ \_ \_ \_ \_ \_ \_ \_\_\_\_\_\_\_\_\_\_\_\_ \_ \_ \_ \_ \_ \_

together hereinafter called "Grantor", herein, does hereby grant, sell, and convey unto Three Community Water, Inc., hereinafter called "Grantee" a 15 foot wide water utility easement and right-of-way upon and across the following described property of the Grantor:

(legal description) \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_

The easement granted herein is appurtenant to the dominant tenement.

The right-of-way, easement, rights, and privileges herein granted shall be for vehicular access, with privilege of necessary driveway construction and surfacing. Also, for placing, constructing, operating, maintaining, rebuilding, replacing, relocating, testing, inspecting, and removing water utility facilities, including but not limited to, water mains and service lines necessary to serve Grantor and/or adjacent properties and their successors or assigns.

The easement, rights, and privileges herein granted shall be perpetual. Grantor hereby binds himself, his heirs, successors, assigns, and their legal representatives, to warrant and forever defend the above described easement and rights unto Grantee, its successors, and its assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

The easement, rights, and privileges granted herein are exclusive, and Grantor covenants that they will not convey any other easement or conflicting rights within the area conveyed by this grant.

Grantee shall have the right to cut and trim trees or shrubbery which may encroach upon the easement area herein conveyed, and Grantee shall dispose of such trimmings and cuttings by loading and hauling away from the premises. Grantor shall have the right to determine the specific route of the line in the interest of protecting existing trees.

Inclusions :

This document is inclusive to provide right of easement to all existing Three Community Water, Inc. water lines installed prior to its effective date.

Location: (911 address) \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_

This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing, signed by the party to be charged.

In the event of controversy, claim, or dispute relating to this instrument or the breach thereof, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees, and costs, such expenses, fees, or costs being reasonable in relationship to the value of the property, right or privilege in controversy.

Grantor

Grantor

ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF SMITH

IN WITNESS, WHEREOF, this instrument is executed this

day of 2024.

Return to: Three Community PO Box 228
Brownsboro, TX 75756

Notary Public in and for the State of Texas

Printed name of Notary

Commission expires: \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_