

PERMANENT IRRIGATION EASEMENT

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THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

GRANT OF PERMANENT IRRIGATION EASEMENT:

_____ (“GRANTOR”), for \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, sell and convey unto **Travis County Water Control & Improvement District No. 17**, a water control and improvement district operating pursuant to Chapters 49 and 51 of the Texas Water Code, located in Travis County, Texas, and whose address is 3812 Eck Lane, Austin, Texas 78734 (“GRANTEE”) (GRANTOR and GRANTEE are collectively referred to as the “Parties”), a permanent and non-exclusive easement and right of way (“the Permanent Easement”) upon, in, over, under, along and across, together with the right of ingress and egress upon, in, over, under, along and across, the property(s) of GRANTOR which is more particularly described as follows:

Being a _____ located in the _____ Survey No._____, Travis County, Texas, and being a portion of Lot(s) _____, of the Subdivision, as recorded in Volume _____, Page _____, of the Plat Records, Travis County, Texas, and conveyed by deed to _____ as recorded in Volume _____, Page _____, of the Real Property Records, Travis County, Texas, said _____ square foot tract, as shown on the accompanying sketch, being more particularly described by metes and bounds in the attached Exhibit A (“Easement Property”).

Commented [LS2]: SAMPLE: REPLACE THIS AREA WITH THE LEGAL DESCRIPTION OF PROPERTY BEING GRANTED EASEMENT – Turn off highlighted color.

PURPOSE OF EASEMENT:

The Property(s) may be used by GRANTEE AND OR ASSIGNS for the following purposes:

- (i) constructing, installing, maintaining, operating, inspecting, upgrading, repairing, and replacing an irrigation system, and related facilities on the Easement Property;

- (ii) constructing, installing, maintaining, operating, inspecting, upgrading, repairing, and replacing underground wastewater lines, irrigation lines, control boxes, and related facilities and equipment on the Easement Property; and
- (iii) irrigating the Easement Property with treated wastewater effluent generated by GRANTEE from its wastewater treatment plants (collectively, the “Facilities”).

Also, GRANTEE is granted the right of ingress and egress upon, over, under, along, and across the Easement Property to accomplish the purposed described herein.

DURATION OF EASEMENT:

This Easement shall be permanent and irrevocable.

DOMINANT USE OF EASEMENT PROPERTY:

GRANTOR agrees that GRANTEE shall have the dominant right to use of the Easement Property for the purposes stated above and GRANTOR shall make no use of the Easement Property that unreasonably interferes with GRANTEE’S use, including, but not limited to, the construction of stone walls, extensive landscaping or similar improvements that would impede GRANTEE’S access to the Facilities. This Permanent Easement shall further include the right to cut and trim trees and shrubbery that may encroach on the Easement Property. GRANTOR shall not grant any easements, licenses or similar rights to any other person or entity on the Easement Property.

ENTIRE AGREEMENT:

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 will be of no force and effect.

BINDING EFFECT:

This agreement will run with the land, and will bind and inure to the benefit of the Parties hereto, and their respective successors and assigns. GRANTOR does hereby bind itself and its successors and assigns to WARRANT AND FOREVER DEFEND title to the said Easement herein granted unto GRANTEE, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof subject to the matters set forth herein.

[THE REMAINDER OF PAGE IS LEFT BLANK INTENTIONALLY.]

In witness whereof, this instrument is executed this ____ day of _____, 20____.

GRANTOR:

Signature

Print

Its

STATE OF TEXAS §

 §

COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____,
20____, by _____.

Notary Public, State of Texas

Printed Name: _____

My Commission expires: _____

[Seal]

ACCEPTED:

TRAVIS COUNTY WATER CONTROL
& IMPROVEMENT DISTRICT NO. 17

By: _____
Jeff Roberts, President

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the ____ day of _____,
20____, by Jeff Roberts, President of the Board of Directors of Travis County Water Control &
Improvement District No. 17 on behalf of said District.

Notary Public, State of Texas
Printed Name: _____
My Commission expires: _____

[Seal]

CONSENT AND SUBORDINATION BY LIENHOLDER

_____ (“Lienholder”), as the holder of lien(s) on the Easement Property, consents to the above grant of an easement, including the terms and conditions of such grant, the Lienholder subordinates its lien(s) to the rights and interests of the easement, such that a foreclosure of the lien(s) shall not extinguish the rights and interests of the easement.

By: _____

Its: _____

Date: _____

STATE OF TEXAS §
 §
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This instrument was acknowledged before me on the _____ day of _____, 20____, by _____, _____, of _____, on behalf of said Bank.

Notary Public, State of Texas
Printed Name: _____
My Commission expires: _____

[Seal]

EXHIBIT A
“Easement Property”