AGREEMENT FOR UTILITY EASEMENT

1. Definitions “AGREEMENT FOR UTILITY EASEMENT

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“Easement” means a fifteen-foot-wide strip of land over, under, and across the Property, at the location on the Property determined by Grantee, measured seven and one-half feet to each side of the center of the first waterline installed by Grantee in such strip of land.

“Grantee” means Elysian Fields Water Supply Corporation, P.O. Box 23, Elysian Fields, Texas 75642.

“Grantor” means _____, whether one or more, whose address is _____.

“Property” means _____ acres of land, more or less, described in the instrument recorded at Volume _____, Page _____ [or Document No. _____], Official Public Records, _____, Texas.

“Purposes” means to install, construct, bury, and lay, and thereafter to use, operate, inspect, read, repair, maintain, replace, and remove, below and above the ground of the Property, one or more waterlines, meters, or associated items of equipment using the materials and methods determined by Grantee.

2. Easement

In consideration of Grantee’s agreement to provide water service to the Property at the request of Grantor, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, sells, and conveys to Grantee a perpetual, irrevocable Easement for the Purposes, together with the rights of unhindered ingress, egress, and access over, through, and across – and reasonable use of – Grantor's adjacent lands outside the Easement to accomplish the Purposes on the Easement. The Easement is exclusive to Grantee; Grantor shall not permit any excavation or penetration under the surface of the Easement without Grantee's express, written consent. Grantor reserves the right to use and possess the surface of the Easement, subject to the terms of this Agreement. Grantor binds Grantor and Grantor's heirs, successors, and assigns to warrant and forever defend all and singular the Easement granted to Grantee and its successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof. This Agreement is a covenant running with the land for the benefit of Grantee, and is binding upon and inures to the benefit of the heirs, successors, and assigns of Grantor and Grantee.

Grantor shall not – and shall not allow any other person to – (1) engage in any activity or create any condition that interferes with Grantee’s use, possession, or operations on the Easement; or (2) disrupt or damage, or create a risk of disruption or damage to, Grantee’s waterlines, meters, or associated items of equipment on the Easement. Grantor shall comply with the Texas One Call Law before any digging or excavation occurs on the Easement. Upon request, Grantor shall remove any improvement or obstruction that might endanger or interfere with the operation, safety, or efficiency of Grantee’s waterlines, meters, or associated items of equipment on the Easement. If Grantor fails to do so, Grantee in its discretion may either: (1) remove such improvement or obstruction, and Grantor shall pay Grantee the entire cost of such removal, or (2) relocate Grantee’s waterlines, meters, or associated items of

equipment on other portions of the Property, and Grantor shall pay Grantee the entire cost of such relocation. If Grantor breaches this Easement, Grantee may enforce this Easement by temporary and permanent injunctive relief, commanding Grantor to comply with this Easement, without proving the inadequacy of any legal remedy or irreparable harm or posting a bond. If Grantee prevails in any litigation with Grantor regarding this Easement, Grantor shall pay Grantee's reasonable and necessary attorney's fees, regardless of whether Grantee also recovers any damages from Grantor. Grantee will also have all other rights and remedies available at law or in equity. This Agreement may be amended only by the written agreement of Grantor and Grantee. Grantor hereby indemnifies, defends, and holds harmless Grantee from and against any damages resulting from Grantor's violation of this Agreement. Grantor hereby waives and releases any present and future claims against Grantee for any damages resulting from Grantee's use, possession, or operations on the Easement for the Purposes.

_____

_____

State of Texas
County of _____

This instrument was acknowledged before me on _____, 2025, by _____.

_____
Notary Public
My Commission Expires: _____

AFTER RECORDING RETURN TO:
ELYSIAN FIELDS WATER SUPPLY CORPORATION
P.O. Box 23 ELYSIAN FIELDS, Texas 75642
903-633-2250