

Douglas Peach
Town Manager
Town of Little Elm
100 W. Eldorado Parkway
Little Elm, TX, 75068

PUBLIC UTILITY AND DRAINAGE EASEMENT

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF DENTON §

THAT, DE LA TORRE, RUBEN GAONA & RENE & JUAN, AND THE ESTATE OF ADAN GAONA DE LA TORRE BY AND THROUGH ADAM DE LA TORRE, III. (hereinafter called Grantor, whether one or more), for the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid by the **Town of Little Elm, Texas**, (hereinafter called Grantee), the receipt and sufficiency of which is hereby acknowledged by Grantor, does hereby GRANT, SELL AND CONVEY unto Grantee, its successors and assigns, an exclusive easement and right-of-way upon, in, over, under and across that property situated in the Town of Little Elm, Denton County, Texas described on **Exhibit "A"** and **Exhibit "B"** attached hereto and incorporated herein for all purposes (the "Easement Property") for the Easement Purpose (as hereinafter defined), together with all and singular the rights and appurtenances thereto in any way belonging (collectively, the "Easement").

The said Easement may be used (i) for the purpose of constructing, installing, improving, operating, using, inspecting, repairing, maintaining, reconstructing, replacing, relocating and removing water and sewer utilities (including, without limitation, sanitary sewer utilities, water utilities, storm sewer utilities, and drainage utilities), together with all and singular the rights and appurtenances, facilities, equipment and attachments thereto in any way belonging or related, including, without limitation, lines, pipelines, valves, manholes, manhole vents, lateral line connections, and junction boxes, and (ii) for grading and slope construction, improvements, installation, replacement, use, inspection, operation, repair, reconstruction and maintenance, and related facilities and appurtenances, in, over, across,

threw, and under the Easement Property (the "Easement Purpose"). Grantee, its officers, employees, agents, representatives, contractors, subcontractors, licensees, successors and assigns shall at all times have the right and privilege to access the Easement Property for the Easement Purpose.

Grantee has, together with the Easement and for the consideration set forth herein, the right of ingress and egress upon, over and across as much of Grantor's adjacent lands as may be reasonably necessary for the purpose of constructing, installing, improving, operating, using, inspecting, repairing, maintaining, reconstructing, replacing, relocating, and removing such utilities and all appurtenances, facilities, equipment and attachments thereto; the right to prevent possible interference with the operation of said utilities and to remove possible hazards thereto; and the right to prevent the construction within the Easement Property of any building, structure or other obstruction or encroachment which may endanger or interfere with the efficiency, safety and convenient operation of said utilities and the appurtenances, facilities, equipment and attachments thereto.

Grantor agrees, for the consideration set forth herein, not to construct or place within the Easement Property, any buildings, structures, fences, or other improvements of any nature whatsoever, or any shrubs, trees or other growth of any kind, or otherwise interfere with the Easement, without the prior written consent of Grantee. Grantee shall have the right to remove, and keep removed, all or parts of any building, structure, fence, or other improvement, or any shrub, tree, or other growth, of any character that is located within the Easement Property which, in the judgment of Grantee, may endanger or in any way interfere with the construction, efficiency, or convenient and safe operation and maintenance of the facilities described herein or the exercise of Grantee's rights hereunder.

The Easement and the rights and privileges herein granted are and shall be perpetual, irrevocable, and exclusive to Grantee, its successors and assigns. Grantee may assign, transfer, or otherwise convey this Easement in whole or in part. This Easement shall be construed under the laws of the State of Texas, without regard to its choice-of-law rules of any jurisdiction; venue is in the county or counties where the Easement Property is located.

TO HAVE AND TO HOLD the Easement, together with all and singular the rights, privileges, and appurtenances thereto, in anywise belonging, to Grantee and Grantee's successors and assigns forever. Grantor does hereby bind Grantor and Grantor's heirs, successors and assigns to WARRANT AND FOREVER DEFEND the title to the Easement or any part of the Easement in Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the Easement or any part of the Easement.

Grantee will at all times after doing any work in connection with the construction, operation, maintenance or repair of such utilities, restore the surface of the Easement Property and fences as close to the condition in which it was found before such work was undertaken as is reasonably practicable, excluding trees, shrubs and structures that were removed as a result of such work.

SIGNED by my hand this 23, day of July, 2024.

GRANTORS:

Ruben Gaona De La Torre

Ruben De La Torre

Rene De La Torre

Rene De La Torre

Juan De La Torre

Juan D

The Estate of Adan Gaona De La Torre

By and Through Adam De La Torre, III

Independent Administrator of The Estate of Adan Gaona De La Torre

Adam De La Torre III

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that (s)he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 2024

[SEAL]

Notary Public, State of Texas

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that (s)he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 2024

[SEAL]

Notary Public, State of Texas

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that (s)he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 2024

[SEAL]

Notary Public, State of Texas

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that (s)he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 2024

[SEAL]

Notary Public, State of Texas

ACCEPTED:

TOWN OF LITTLE ELM

By:

ATTEST:

Matt Mueller – Town Manager

Caitlan Biggs, Town Secretary

.....