

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

INGRESS AND EGRESS EASEMENT

DATE: _____, 2019

GRANTOR: _____

GRANTOR'S ADDRESS: _____

GRANTEE: _____

GRANTEE'S ADDRESS: _____

DOMINANT ESTATE PROPERTY (including any improvements):

[insert legal description - Tract 4, Section 11]

EASEMENT PROPERTY:

[insert legal description]

EASEMENT PURPOSE:

To provide free and uninterrupted pedestrian and vehicular ingress and egress for personal and non-commercial use over the Easement Property to the Dominant Estate Property.

CONSIDERATION:

The mutual covenants and agreements contained in this Agreement, and the further consideration given between the Grantor and Grantee, the receipt and sufficiency of which is acknowledged and stipulated.

RESERAVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

- A. Reservations. Grantor reserves the following rights to be exercised only in combination with ownership of all or a part of the servient tenement:
- (1) Reserved Rights. For Grantor and Grantor's heirs, successors and assigns forever, the right to continue to use and enjoy the surface of the Easement Property for all purposes directly related to the servient tenement which do not interfere with or interrupt the use or enjoyment of the easement.
 - (2) Nonexclusive Rights. For Grantor and Grantor's heirs, successors and assigns forever, the right to convey the same or other rights and easements to others as an appurtenant easement for substantially the same purpose, so long as any further conveyance is subject to this grant.
- B. Exception. Easements, rights-of-way and prescriptive rights, whether of record or not; all presently recorded and valid instruments, other than encumbrances and conveyances, that affect the Easement Property.

AGREEMENT:

Grantor, for the Consideration and subject to the Reservations From and Exceptions to Conveyance and Warranty, GRANTS, SELLS AND CONVEYS to Grantee a non-exclusive easement over, upon and across the Easement Property for the limited Easement Purpose.

A. EASEMENT TERMS AND CONDITIONS

1. Limitations on Grantor. Grantor agrees not to:
 - a. Interference. Interfere with or interrupt the use or enjoyment of the easement.
 - b. Construction of Improvements. Grantor shall have no duty to construct improvements, nor to maintain any improvements.
 - c. Gates. Place any gate or other obstruction across the Easement Property.
2. Limitations on Grantee. Grantee agrees not to:
 - a. Nuisance. Knowingly cause, authorize, or fail to halt any common law nuisance to occur on the Easement Property.
 - b. Construction of Improvements. Construct improvements on or under the Easement Property except those improvements consistent with and

conducive to the use of the Property for the Easement Purpose, (the placement of asphalt or other road surfaces and road appurtenances by Grantee being specifically allowed).

- c. Gates. Place any gate or other obstruction across the Easement Property.
 - d. Personal Use Only. Permit any Commercial (*i.e.*, oil and gas, wind energy, caliche pit operations, etc.) vehicles to use the Easement Property without the Grantor's prior written consent.
3. Mutual Agreements. Grantor and Grantee agree:
- a. Duration of Easement. This easement shall exist for as long as Grantee or Grantee's successors or assigns shall need such easement.
 - b. Exclusiveness of Easement. The easement is nonexclusive.

B. MISCELLANEOUS:

- 1. Condition of Premises. Grantee acknowledges that neither the City of _____ nor the County of Gray have any responsibility for the maintenance or repair of the Easement Property. Grantor shall have no duty to keep the easement property in a safe condition or to warn Grantee or those on or about the easement property of any potentially dangerous condition affecting the premises. Grantor shall not be liable to Grantee or others for any occurrence on the easement property causing damage or injury, unless Grantor would be liable to Grantee or others under Texas law in the absence of this easement.
- 2. Amendment. This Agreement may be amended only by an instrument in writing signed by the parties to be bound by it.
- 3. Binding Effect. This Agreement is binding upon and will inure to the benefit of the parties hereto and their respective heirs, successors, and assigns where not prohibited by this Agreement; thus, the term "Grantor" and "Grantee" includes the successors, heirs and assigns of each party.
- 4. Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts are to be construed together and will constitute one and the same instrument, and the signature pages of each document may be attached to one instrument for convenience or for recording.

5. Effect of Waiver of Consent. No waiver or consent, express or implied, by any party to or of any breach or default by any party in the performance by such party of its obligations hereunder will be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such party of the same or any other obligations of such party hereunder. Failure on the part of a party to complain of any act of any party or to declare any party in default, irrespective of how long such failure continues, will not constitute a waiver by such party of its rights hereunder until the applicable statute of limitation period has run.
6. Integration. This Agreement contains the complete agreement between the parties and cannot be varied except by the written agreement of the parties. The parties agree that there are no oral agreements, understandings, representations, or warranties which are not expressly set forth herein.
7. Legal Construction. If one or more of the provisions of this Agreement are invalid, illegal or unenforceable in any respect, to the extent the invalidity or unenforceability does not destroy the basis of the bargain among the parties, it will not affect any other provision and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never existed. When required by the context, singular nouns and pronouns include the plural and the neuter includes the masculine or feminine gender. The Article and Section headings are for convenience of reference only and are not intended to limit or define the text. This Agreement is not to be construed more or less favorably between the parties by reason of authorship or origin of language.
8. Notices. Any notice or communication required or permitted hereunder will be deemed to be delivered whether or not actually received, when deposited in the United States mail, postage fully prepaid, registered or certified mail, and addressed to the intended recipient at the address shown, and if not shown, then at the last known address according to the records of the party delivering the notice. Notice given in any other manner will be effective only if and when received by the addressee. Any address for notice may be changed by written notice delivered in the same manner.
9. Recitals. Any recitals in this Agreement are represented by the parties hereto to be accurate and constitute a part of the substantive agreement.

Grantor:

Grantee:

STATE OF TEXAS)

COUNTY OF _____)

This instrument was acknowledged before me on _____, 2019 by
_____.

Notary Public, State of Texas

STATE OF TEXAS)

COUNTY OF _____)

This instrument was acknowledged before me on _____, 2019 by
_____.

Notary Public, State of Texas