

BOUNDARY LINE AGREEMENTS AND EASEMENTS

Presented by

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Flowers Davis, PLLC and East Texas Title Companies



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OIL, GAS AND MINERAL LAW
PROPERTY OWNERS ASSOCIATION LAW
RESIDENTIAL REAL ESTATE LAW



Celia C. Flowers is a Senior Partner in Flowers Davis PLLC and oversees the Oil & Gas, Real Estate and Civil Litigation Sections. Celia is quadruple-Board Certified by the Texas Board of Legal Specialization in the areas of Oil & Gas Law, Residential Real Estate Law, Property Owners Association Law and Civil Trial Law. Board Certification is the highest, most public commitment to excellence in specific areas of the law. As of July 2019, 0.0086% of all active Texas attorneys are certified in four separate areas (nine out of 103,342), making this a most distinguished accomplishment.

Celia’s practice is focused on oil and gas matters, business and commercial litigation and real estate. She prepares title opinions, settles or litigates surface damage disputes, conducts receivership proceedings and pipeline condemnation proceedings, and litigates contracts. Celia has been honored many times with board memberships, leadership positions, and invitations to speak out on national or statewide issues before the CFPB, Texas Department of Insurance, and the Oil & Gas Section of the State Bar of Texas, among others.

The depth of Celia’s expertise in the oil and gas, real estate and title insurance fields, along with her experience as a small business owner makes her uniquely qualified to advocate for her clients, her industries and her community.

<p>Bar Admissions State Bar of Texas, 1990 State Bar of Pennsylvania, 2012</p> <p>Board Certifications Texas Board of Legal Specialization, Oil Gas and Mineral Law, since 1997 Texas Board of Legal Specialization, Residential Real Estate Law, since 2000 Texas Board of Legal Specialization, Civil Trial Law, since 2002 Texas Board of Legal Specialization, Property Owners Association Law, since 2019</p> <p>Court Admissions US District Court, Eastern District of Texas US District Court, Northern District of Texas</p> <p>Education Baylor University School of Law, J. D., 1990 University of Texas at Tyler, undergraduate studies, honors Tyler Junior College, A.A., 1987, summa cum laude</p>	<p>Honors and Awards Rated AV Preeminent® on Martindale.com and Lawyers.com, with 5.0 out of 5.0 client and peer ranking, since 2014 Selected by Thomson Reuters as a Texas Super Lawyer, 2020, 2021, 2022, 2023 East Texas Association of Petroleum Landmen Pioneer Award, 2013 Greater Tyler Association of Realtors Affiliate of the Year, 2013 Texas Land Title Association Title Person of the Year, 2011 East Texas Association of Petroleum Landmen President’s Award, 2011 American Jurisprudence Award for Remedies Edwin P. Horner Award for Oil & Gas John R. Wilson Remedies Award</p> <p>Representative Memberships Fellow in the College of the State Bar of Texas Texas Board of Legal Specialization American Board of Trial Advocates (ABOTA), since 2022 Oil & Gas Council of the Oil, Gas and Energy Resources Law Section of the State Bar of Texas</p>
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BOUNDARY LINE AGREEMENTS

I. PROBLEMS

- A. How boundary problems arise
 - 1. Old surveys
 - 2. Old fences not on the boundary lines
 - 3. Prior unrecorded agreements between neighbors that result in future issues
 - 4. Use of property over a period of time which is different than the surveyed boundary lines
- B. When is the problem discovered?
 - 1. Before closing with a survey depicting the boundary lines and fence lines in a different location
 - 2. After closing when the parties take possession of the property
 - 3. Adjoining property is resurveyed
- C. Use of a boundary line agreement to establish an agreed boundary line
 - 1. Owners of tracts in question agree on boundary line
 - 2. Each owner grants to other their respective interests in the real property lying on the opposite-side of the agreed common boundary line
 - 3. It is a conveyance
 - 4. Agreement is recorded – needs to be properly executed and notarized
 - 5. Concho Case - The holding does not appear to affect attorneys' preparation of boundary line agreements. However, be careful to get all of the current owners of the properties to sign as well as other estate holders that may be affected.

II. RECITALS

- A. Identify parties and describe property owned by each party to agreement
- B. Describe issue with boundary line and recite desire to establish a common boundary line
- C. If possible, attach survey to illustrate boundary line issue

III. CONVEYANCE OF PROPERTY

- A. Each party actually conveys property to the other
- B. Like a deed, agreement must contain the Notice of Confidentiality Rights

IV. OTHER OPTIONS

- A. Encroachment Agreement
 - 1. Driveway, other permanent structure
 - 2. Fence, other temporary structure
 - 3. Termination provision?
 - 4. Maintenance provision
- B. License
 - 1. Personal to grantee
 - 2. Limited term
 - 3. Termination by change in circumstance, notice?

V. UNDERSTANDING EASEMENTS

- A. Definition
 - 1. An easement is a right of one person or entity to use the land of another for a special purpose or purposes.
 - a. An easement (as opposed to a license) is an interest in real estate and is insurable.
- B. How Are Easements Created?
 - 1. Express grant by deed or declaration – in compliance with the Statute of Frauds, easements must be in writing.
 - 2. Title by express reservation or exception in an instrument – similar to an express grant by deed or declaration.
 - 3. Dedication on a recorded plat in the chain of title.

4. Condemnation.
5. Created by agreement that must follow the normal formalities of real estate instruments
 - a. Express grant of easement – granting language is used
 - b. Notice of Confidentiality Rights is required
 - c. Properly executed and acknowledged by all parties

VI. PROPERTY DESCRIPTIONS

- A. Legal description must adequately describe the Dominant Estate Property
- B. Easement Property must also be adequately described – possibly attach a survey depicting the easement

VII. EASEMENT PURPOSES

- A. Remember that an easement is an interest in land
- B. When drafting an easement agreement describe what the easement will be used for
 1. Access – Ingress and Egress
 2. Utilities
 3. Powerlines or pipelines
 4. Construction/maintenance of improvements
 5. Septic, water well, or piping
- C. All agreed terms of the easement should be included in the document.

VIII. UNRECORDED V. RECORDED

- A. Signed easements are effective between the parties that sign.
- B. Record easements to give notice to third parties.

IX. GENERAL ELIGIBILITY FOR TITLE INSURANCE

- A. Generally, eligible for title insurance
 1. Express grant by deed or declaration – in compliance with the Statute of Frauds, easements must be in writing;

2. Title by express reservation or exception in an instrument – similar to an express grant by deed or declaration;
3. Dedication on a recorded plat in the chain of title;
4. Condemnation – talk to your underwriter

B. Generally, not eligible for title insurance

1. Grant by implication – possibly the result of previous use by a common owner, or an absolute right of access situation;
2. Prescription as result of long usage – which generally is determined in court;
3. Necessity – possibly providing access to appurtenant land-locked property.
 - a. Try to avoid dealing with implied easements or easements by estoppel
 - b. Oil field roads

X. Commitment and Policy

- A. Existing easements shown in the record should be listed as an exception on Schedule B if the Commitment and the later policy.
- B. Easements created as a part of the transaction should be listed in Schedule B of the policy.
- C. As a part of the TREC contract, upon request, the seller is to deliver copies of these documents to the buyer. These documents may have provisions for future use of the property

XI. **TYPES OF EASEMENTS**

A. Easement Appurtenant

1. Does not exist apart from land to which it is attached
 - a. Passes with title to Dominant Estate Property – separate conveyance is not necessary
 - b. Example – access easement

B. Easement in Gross

- a. Personal right or interest to use the land of another
- b. Does not benefit specific tract of land
- c. Example – pipeline easement

XII. Benefit or Burden?

- A. Dominant Estate Property - property benefitted by the easement
 - 1. An easement can be a benefit to the land (an appurtenant easement),
 - 2. The land benefitted is the Dominant Estate OR

- B. Servient Estate Property – property burdened by the easement
 - 1. An easement may be a burden to the land in question (an easement in favor of an adjoining landowner across the land in question)
 - 2. The land being burdened is the Servient Estate OR

 - 3. Reciprocal Easement - An easement may be both a benefit and a burden.
 - 4. Terminology can be hard to understand
 - 5. For example, reversing the description of the dominant estate with the servient estate in an easement form can result in a failure to create the easement.

XIII. Blanket Easement.

- A. This type of easement occurs most frequently with utility lines or pipelines.
- B. The company needs to cross a 100-acre property but does not yet know exactly where the best place to tie in the line across the next tract.
- C. Easement simply says “over and across” easement, without specifying exactly where on the 100 acres the line will be built.
- D. There may often be no specified width in the easement agreement
 - 1. Maybe there is a width once installed
 - 2. Maybe there is no width at all
- E. As a result – the easement affects the whole 100 acres, not just the land where the electric line or pipeline was eventually built.
- F. See Texas National Resources Code Section 111.0194 regarding one pipeline width limited to 50’ if prescriptive/condemned
- G. Southwestern Electric Power Co. v. Lynch – Supreme Court 2020

1. lack of fixed widths does not make the easement ambiguous
2. courts have long been reluctant to write fixed widths into easements when the parties to the easements never agreed to a particular width
3. .."if the easement's terms are ascertainable and can be given legal effect, courts will not supplant the easement's express terms with additional terms nor consult extrinsic evidence to discern the easement's meaning."
4. Atmos Energy Corporation v. Paul – Ft. Worth COA 2020
 - easement agreement granted oil pipeline company the right to lay multiple lines in the future pipeline blanket easement over landowner's property;
 - easement agreement gave pipeline company right to lay multiple pipelines at any time over and through property in excess of the single pipeline originally constructed;
 - easement agreement language did not limit oil pipeline company to only a single corridor to lay multiple pipelines;
5. Schedule B. Exceptions
 - Except to the terms of the blanket easement on the commitment
 - Typically asked to be removed by the buyer
 - Surveyor certifies on his plat the pipeline was not laid on the subject property
 - Exception was then removed
 - Will Underwriters revise this practice

XIV. ACCESS

- A. The legal right of an owner to enter onto and return from his land to an adjacent public way.
- B. The right of legal access is covered by title policies
 1. The lack of access is an exception on Schedule B
 2. BUT this coverage does not mean there is actual vehicular access to the public road. Legal right of access to and from the land means that the landowner has the *legal right* to get to his land from a public road. This is different from actual physical access.
 3. Owner's and loan policies in Texas currently insure against loss or damage by reason of "Lack of a right of access to and from the land" insured.

Consequently, the Commitment contains a promulgated requirement under Schedule C requiring “satisfactory evidence that there is a legal right of access to and from the land.”

4. A legal right to access does not mean there is already a road to drive on
 5. In addition, insuring a legal right of access does not mean that a landowner has the right to use a particular road or driveway. Just because the survey shows a road to the property, does not necessarily mean the landowner has the legal right to use that road.
 6. Commercial owners and lenders usually require an Access Endorsement that amends the standard access coverage. When this endorsement is requested, additional examination may be required, as well as an adequate survey and, maybe even an inspection of the property.
 7. For title insuring purposes, legal right of access exists either because the land fronts on a public road to which access has not been denied or limited, or because the landowner has the express use of a recorded easement or private road which leads from the land to a public road.
 8. If access is by an appurtenant easement – in other words, an easement over an adjacent tract or tracts – the land burdened by the easement must be searched and examined and associated exceptions and/or requirements added to the title commitment.
- C. Everyone can be doing their jobs, and there may still be problems.
- D. Even when there is a recorded easement for access to the property, the road may not be located on the recorded easement.

XV. MISCELLANEOUS

- A. Character of Easement
1. Exclusive v. non-exclusive
- B. Secondary Easements
1. Gives easement holder right to use property adjacent to easement property for installation of improvements on easement property and/or maintenance
 2. Easement holder must restore adjacent property to its previous physical condition
- C. Maintenance Obligations

- A. Holder of easement generally maintains easement property

XVI. LIENHOLDER'S CONSENT AND SUBORDINATION

- A. Include if Easement Property is encumbered
- B. Prevents foreclosure from extinguishing the rights of the easement holder
- C. Partial Release of Lien?

XVII. OTHER

- A. Termination
 - 1. Should include a specific clause for termination if representing the burdened party.
 - 2. Abandonment requires the proof of intent to abandon. It is difficult to prove the other party's actual intent.
- B. Drainage, water flow, conservation, sound, light
- C. Check survey and commitment against each other for easements
- D. Note T-19, T-19.1 implications

XVIII. FORMS

- A. Boundary Line Agreement
- B. Encroachment Agreement
- C. Easement Agreement

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.

Boundary Line Agreement and Special Warranty Deed

Date:

Owner:

Owner's Address:

Owner's Property: That certain tract containing [**number**] acres, more or less, which is located in [**county**] County, Texas and is more fully described in Exhibit [**exhibit number/letter**] attached hereto and incorporated herein by reference for all purposes.

Adjoining Owner:

Adjoining Owner's Address:

Adjoining Owner's Property: That certain tract containing [**number**] acres, more or less, which is located in [**county**] County, Texas and is more fully described in Exhibit [**exhibit number/letter**] attached hereto and incorporated herein by reference for all purposes.

Based on [an examination of title/surveys] of Owner's Property and Adjoining Owner's Property, there appears to be a question as to the location of the common boundary line between Owner's Property and Adjoining Owner's Property. Owner and Adjoining Owner desire to settle the question by executing this agreement.

In consideration of settling the existing boundary line dispute and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Adjoining Owner hereby agree as follows:

1. Set forth in Exhibit [**exhibit number/letter**] attached hereto and incorporated herein by reference for all purposes is a metes-and-bounds description of the line that Owner and Adjoining Owner have agreed will henceforth constitute the common boundary line between Owner's Property and Adjoining Owner's Property.

2. Owner and Adjoining Owner hereby grant, sell, and convey to each other their respective interests, if any, in the real property lying on the opposite side of the agreed common boundary line from the remaining property that each of them owns, together with, all and singular, the rights and appurtenances thereto in any way belonging, to have and to hold such interests to the grantee and grantee's heirs, successors, and assigns forever, and hereby agree to warrant and forever defend the title to these interests in the grantee and the grantee's respective heirs, successors, and assigns against all claims arising by, through, or under the grantor but not otherwise.

3. This agreement binds and inures to the benefit of Owner and Adjoining Owner and their respective heirs, personal representatives, successors, and assigns.

[Name of owner]

[Name of adjoining owner]

Include acknowledgments and exhibits.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

DRIVEWAY AND FENCE ENCROACHMENT AGREEMENT

THIS DRIVEWAY AND FENCE ENCROACHMENT AND MAINTENANCE AGREEMENT (this "Agreement") is entered into by and between _____ ("Neighbor A"), and _____ ("Neighbor B") (each, a "Party," and collectively, the "Parties").

RECITALS

- A. Neighbor A is the owner of the following described real property:

(the "Neighbor A Property").
- B. Neighbor B is the owner of the following described real property:

(the "Neighbor B Property").
- C. A portion of the driveway and boundary fence between the Neighbor A Property and the Neighbor B Property encroaches upon the Neighbor B Property (the "Encroachment Area") as depicted on the Survey attached as Exhibit "A".
- D. The Parties, by this Agreement, desire to outline the terms of a license from Neighbor B to Neighbor A for the encroachment of the driveway and boundary fence upon the Encroachment Area solely and strictly for the purposes and in accordance with the terms set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, for and in consideration of the premises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Survey. The Parties have reviewed the Survey attached hereto as Exhibit "A" and hereby acknowledge that they are aware of the location of the driveway and boundary fence. The Parties acknowledge that the driveway and boundary fence encroaches on the Neighbor B Property.

2. Right to Encroach. Neighbor B hereby grants to Neighbor A, and Neighbor A hereby accepts from Neighbor B, a license (the "License"), revocable only in accordance with Section 3 hereof, to use the Encroachment Area for the purpose of the continued use, support and encroachment of Neighbor A's driveway and boundary fence (the "Improvements") within the Encroachment Area as depicted on the attached Survey.

3. Termination of Encroachment License. This License shall remain in existence until Neighbor A determines that the driveway and boundary fence are in need of replacement. At such time that the driveway and boundary fence is replaced, Neighbor A shall cause the replacement driveway to be located entirely on the Neighbor A Property and the boundary fence to follow the actual boundary line between the Neighbor A Property and the Neighbor B Property.

4. No Claims of Adverse Possession, Prescriptive Easement, or Abandonment. Neighbor A acknowledges and agrees that he does not have and will not assert at any time any claim of adverse

possession or prescriptive easement with respect to any portion of the Neighbor B Property. Neighbor A does not have and will not assert at any time any claim that by granting the License, Neighbor B has abandoned the Encroachment Area or any portion thereof.

5. Reliance on Agreement. The parties acknowledge and agree that _____ Title Company and its underwriter will be issuing a policy or policies of title insurance on the Neighbor A Property and are relying upon the statements, facts, representations and agreements set forth herein in issuing said policy or policies. The parties further acknowledge and agree that _____ Title Company and its underwriter would not issue said policy or policies but for the statements, facts, representations and agreements contained herein.

6. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof. All Exhibits hereto are incorporated into and a part of this Agreement by reference.

7. Amendment. This Agreement (including exhibits) may be amended only by written agreement signed by the parties hereto.

8. Successors and Assigns. This Agreement shall be binding on the Parties and their respective successors, assigns and grantees.

9. Severability. If any provision of this Agreement shall be or become invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby.

10. Governing Law. This Agreement shall be governed by the laws of the State of Texas.

11. Counterparts; Multiple Originals. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

EXECUTED by the parties on the dates of the acknowledgements set forth below, to be EFFECTIVE as of _____, 2022 (the "Effective Date").

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

NEIGHBOR A:

NEIGHBOR B:

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

The foregoing instrument was acknowledged before me on this the ____ day of _____, 2022, by Neighbor A.

[S E A L]

Notary Public, State of Texas

My Commission Expires:

Printed Name of Notary Public

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

The foregoing instrument was acknowledged before me on this the ____ day of _____, 2022, by Neighbor B.

[S E A L]

Notary Public, State of Texas

My Commission Expires:

Printed Name of Notary Public

AFTER RECORDING RETURN TO:

Attn: _____

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.

SHARED DUMPSTER EASEMENT AGREEMENT

THIS SHARED DUMPSTER EASEMENT AGREEMENT (this "Agreement") is made and entered into as of _____, 2022 (the "Effective Date"), by _____ ("Grantor") and _____ ("Grantee"). Grantor and Grantee are sometimes referred to herein collectively as the "Parties."

RECITALS

A. Grantor is the owner in fee of certain real property located in Denton County, Texas ("Servient Estate"), being more particularly described on Exhibit A attached hereto and incorporated herein for all purposes.

B. Grantee is the owner in fee of certain real property located in Denton County, Texas, (the "Dominant Estate") being more particularly described on Exhibit B attached hereto and incorporated herein for all purposes.

C. The Servient Estate and the Dominant Estate are adjacent to each other and Grantor and Grantee desire to share a dumpster and trash removal services, subject to the terms and conditions of this Agreement, to be located on Grantor's Property as shown on Exhibit C (the "Easement Property").

AGREEMENT

NOW, THEREFORE, for and in consideration of the above and foregoing premises and the mutual covenants and agreements set forth hereinbelow, together with other good and valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged by each of the Parties hereto, Vista and AMC hereby agree as follows:

1. Recitals. The above and foregoing premises and recitals are incorporated in this Agreement and made a part hereof for all purposes, including incorporation of the definitions contained therein.

2. Grant of Easement. Grantor hereby grants, sells and conveys unto Grantee, for the benefit of Grantee, its successors and assigns, the following (collectively, the "Easement"):

a. **an exclusive, perpetual easement over, across, and upon the Easement Property for the purpose of a dumpster provided by Grantor for disposal of waste from the use, operation and maintenance of the Dominant Estate, and maintaining the dumpster and the dumpster enclosure (the "Dumpster Site") in accordance with the terms and provisions hereof (the "Dumpster Easement"); and**

b. **an easement on or upon the Servient Estate for the purpose of providing reasonable ingress and egress access to the Easement Property; and**

c. **the right (the "Secondary Easement") to use as much of the surface of the property that is adjacent to the Easement Property ("Adjacent Property") as may be reasonably necessary to provide reasonable ingress and egress access to the Easement Property and to use and maintain the Dumpster Site located within the Easement Property in accordance with the purpose of the Easement. However, Grantee must promptly restore the Adjacent Property to its previous physical condition if changed by use of the rights granted by this Secondary Easement.**

3. City Approval. Grantor's conveyance of the Easement to Grantee is contingent upon Grantee obtaining approval from The Town of Flower Mound, Texas ("Flower Mound") of a site plan for the Dominant Estate which contains two (2) additional parking spaces instead of establishing a separate trash dumpster site ("New Site Plan") and said approval is granted at no additional cost to Grantee. If Flower Mound (i) approves the New Site Plan but such approval requires Grantee to pay additional costs or fees, (ii) rejects Grantee's New Site Plan, or (iii) at any time revokes its approval of Grantee's New Site Plan, this Easement shall terminate; provided, however, said termination is not effective until a written instrument executed by Grantee is recorded in the Real Property Records of Denton County, Texas.

4. Character of Easement. The Easement is appurtenant to and runs with all or any portion of the Dominant Estate, whether or not the Easement is referenced or described in any conveyance of all or such portion of the Dominant Estate. The Easement is exclusive. The Easement is for the benefit of Grantee and Grantee's heirs, successors, and assigns who at any time own the Dominant Estate or any interest in the Dominant Estate.

5. Maintenance of Dumpster and Easement Property. The costs of maintaining the Dumpster Site and the Easement Property shall be shared equally by Grantor and Grantee. Grantor and Grantee must also maintain the Dumpster Site and the Easement Property in a neat and clean condition.

6. Monthly Trash Disposal Fees. The fees for monthly trash disposal for the dumpster shall be shared equally by Grantor and Grantee.

7. Mortgage Subordination. Any mortgage, security deed, or deed of trust affecting any portion of the Servient Estate (collectively, a "Mortgage") shall at all times be subject and subordinate to the terms of this Agreement and any party foreclosing any such Mortgage, or acquiring title by deed in lieu of foreclosure or trustee's sale, shall acquire title subject to all of the terms and provisions of this Agreement.

8. Equitable Rights of Enforcement. This Easement may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm, and will be obtainable only by the Parties to or those benefited by this Agreement; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.

9. Non-Dedication. Nothing contained in this Agreement shall be deemed to be a gift or dedication of any property affected hereby, or any portion thereof, to the general public or for any public use or purpose whatsoever, it being the intention of Parties hereto and their successors-in-title that nothing in this Agreement, expressed or implied, shall confer upon any person, other than the Parties hereto and their successors-in-title, any rights or remedies under or by reason of this Agreement.

10. Attorney's Fees. If either party retains an attorney to enforce this Agreement, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.

11. Binding Effect. This Agreement binds and inures to the benefit of the Parties and their respective heirs, successors, and permitted assigns. The terms "Grantor" and "Grantee" shall include the Parties and the Parties' respective successors and assigns.

12. Choice of Law. This Agreement will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in the county or counties in which the Easement Property is located.

13. Waiver of Default. It is not a waiver of or consent to default if the nondefaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this Agreement does not preclude pursuit of other remedies in this Agreement or provided by law.

14. Further Assurances. Each signatory party agrees to execute and deliver any additional documents and instruments and to perform any additional acts necessary or appropriate to perform the terms, provisions, and conditions of this Agreement and all transactions contemplated by this Agreement.

15. Indemnity. Each party agrees to indemnify, defend, and hold harmless the other party from any loss, attorney's fees or expenses caused by third-party claims and attributable to breach or default of any provision of this Agreement by the indemnifying party.

16. Integration. This Agreement contains the complete Agreement of the Parties and cannot be varied except by written Agreement of the Parties. The Parties agree that there are no oral Agreements, representations, or warranties that are not expressly set forth in this Agreement.

17. Legal Construction. If any provision in this Agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the Parties, the unenforceability will not affect any other provision hereof, and this Agreement will be construed as if the unenforceable provision had never been a part of the Agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Paragraph headings in this Agreement are for reference only and are not intended to restrict or define

the text of any section. This Agreement will not be construed more or less favorably between the Parties by reason of authorship or origin of language.

18. Amendment. This Agreement may be amended only by a written instrument signed by the owner of the Servient Estate and the owner of the Dominant Estate and recorded in the Real Property Records of Denton County, Texas.

Executed to be effective as of the date first set forth above.

GRANTOR:

By: _____

By: _____

By: _____

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

The foregoing instrument was acknowledged before me on this the ____ day of _____, 2022, by _____, President on behalf of _____ and said corporation executed this instrument as General Partner of _____ and said limited partnership executed this instrument as _____ on behalf of _____.

NOTARY PUBLIC, STATE OF TEXAS

MY COMMISSION EXPIRES:

GRANTEE:

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

The foregoing instrument was acknowledged before me on this the ____ day of _____, 2022, by _____, as _____ on behalf of _____.

NOTARY PUBLIC, STATE OF TEXAS

MY COMMISSION EXPIRES:
