

CONSTRUCTION AND MAINTENANCE EASEMENT

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

1. Grantor, _____, acting by and through its duly authorized officers and representatives, ("Grantor"), is the owner of the property located at _____ (address), and more particularly described in Exhibit "A" attached to this Easement ("Grantor's property").

2. Grantee, _____, acting by and through its duly authorized officers and representatives, ("Grantee"), is the owner of the property located at _____ (address), and more particularly described in Exhibit "B" attached to this Easement ("Grantee's property").

3. Grantor represents that the Grantor is the sole owner of Grantor's property and that there are no lienholders, mortgagees, or trustees that have an ownership interest in Grantor's property except those lienholders, mortgagees, or trustees that have signed this Easement evidencing their consent to the conveyance of this Easement and their consent to the terms and conditions of this Easement.

4. Grantee desires to construct a building on Grantee's property that is within three feet of Grantor's property. Grantee desires that Grantor convey an easement on Grantor's property to Grantee for the purpose of performing construction, repairs, and maintenance on Grantee's property ("Easement").

5. For and in consideration of the mutual covenants and conditions contained in this Easement, and for other good and valuable consideration, Grantor conveys to Grantee a perpetual, nonexclusive easement over and across a portion of Grantor's property that is adjacent to Grantee's property for purposes of performing construction, repairs, and maintenance on Grantee's property.

6. Scope. Grantee and Grantee's agents and contractors shall have an Easement that shall extend _____ feet from the portion of Grantor's property line that abuts the portion of Grantee's property line that is adjacent to the portion of the building on Grantee's property that is closer than three feet from Grantor's property. Grantee's and Grantee's agents and contractors shall have the right to enter onto Grantee's property for the purpose of accessing this Easement. Grantee and Grantee's agents and contractors shall have access to the Easement at all reasonable times for the purposes described herein.

7. Purpose. The use of the Easement shall include the performance of construction, repairs, and maintenance on Grantee's property of buildings, landscaping, lighting, utilities, fixtures, and other improvements. Grantee agrees that the use of the Easement for construction, repairs, and maintenance of a building on Grantee's property shall be limited to the size, scale, measurements, number of stories, and the

distance from Grantor's property as described in Exhibit "C" attached to this Easement. Grantee shall not permit a building constructed on Grantee's property to encroach onto Grantor's property in any way except as provided for in Exhibit "C" attached to this Easement.

8. The Easement shall encumber Grantor's property and be a covenant running with the land, and shall be binding on all of Grantor's heirs, successors, agents, assignees, lessees, and other occupiers of Grantor's property, until the time that the Easement is released.

9. Maintenance of Easement. Grantor shall be responsible for reasonable maintenance of the Easement including reasonable maintenance of the lawn, landscaping, trees, and any structures or objects in the Easement that are owned by Grantor. Grantor retains all rights to use the Easement in any way that does not reasonably interfere with Grantee's use of the Easement for the purposes described in this Easement. Grantor shall keep the Easement free of obstructions that might reasonably interfere with the purpose of the Easement described herein. Grantee shall be responsible for any damage done to Grantor's property in connection with Grantee's use of the Easement.

10. Termination. Grantor agrees not to revoke this Easement while the building remains on Grantee's property in the form described in Exhibit "C" attached to this Easement. If a building described in Exhibit "C" attached to this Easement is demolished or altered from its description contained in Exhibit "C," this Easement shall be terminated except if the building described in Exhibit "C" attached to this Easement is demolished and rebuilt according to the "Reconstruction after Casualty" provisions of Chapter 42, Code of Ordinances, Houston, Texas, then this Easement shall continue to be effective.

11. If a condition of this Easement is violated, abandoned, waived, or otherwise found to be invalid, the remaining terms and conditions of this Easement shall remain in full force and effect to the extent possible.

EXECUTED on _____
by _____, Grantor

THE STATE OF TEXAS §
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COUNTY OF HARRIS §

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

Seal Showing Name and
Commission Expiration

Notary Public in and for the
State of Texas

EXECUTED on _____

_____, Grantee

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

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

Seal Showing Name and
Commission Expiration

Notary Public in and for the
State of Texas

EXECUTED on _____

_____, Lienholder for Grantor's property

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

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

Seal Showing Name and
Commission Expiration

Notary Public in and for the
State of Texas

Exhibit "A"

Legal Description of Grantor's Property

Exhibit "B"

Legal Description of Grantee's Property

Exhibit "C"

Description of Buildings on Grantee's Property
(See Section 7 and 10 of Easement)