

APPROVING THE CONVEYANCE OF A PERMANENT WATER EASEMENT AGREEMENT WITH THE CITY OF SAN ANTONIO FOR THE USE, BENEFIT, AND CONTROL OF THE SAN ANTONIO WATER SYSTEM (SAWS) BOARD OF TRUSTEES, AND OTHER MATTERS IN CONNECTION THEREWITH.

WHEREAS, SAWS has requested the City of Leon Valley convey a Permanent Water Easement to the City of San Antonio, a Texas Municipal Corporation,

WHEREAS, the City of Leon Valley entered into an Emergency Interconnect Agreement with SAWS to install a new 6" interconnect and cut and cap the existing 6" interconnect, complying with all SAWS's specifications and regulations,

WHEREAS, the Permanent Water Easement is required for any and all things necessary for the construction, reconstruction, realignment, inspection, patrol, maintenance, operation, repair, addition, removal and/or replacement of the lines, facilities and appurtenances to be placed with the permanent Easement Area constructing the 6" Emergency Connection,

WHEREAS, the Grantee will pay the City of Leon Valley a sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to Grantor in hand paid by the SAWS Board of Trustees, Bexar County Texas; and

WHEREAS, the City Council has determined that it is in the best interest of the City of Leon Valley to execute and deliver to the Grantee the Permanent Water Easement attached hereto as Exhibit A.

NOW, THEREFORE BE IT ORDAINED by the City Council of the City of Leon Valley, Texas, that:

SECTION 1. The City Council hereby agrees to execute and deliver the Permanent Water Easement Agreement with Grantee in substantially the form set forth on Exhibit A,

SECTION 2. This Ordinance shall become effective after its final passage.

PASSED, ADOPTED AND APPROVED by the City Council of the City of Leon Valley this the 16th day of August, 2016.

APPROVED



CHRIS RILEY
MAYOR



Attest: SAUNDRA PASSAILAIGUE, TRMC
City Secretary



Approved as to Form: DENISE FREDERICK
City Attorney

Together with the right of ingress and egress over said Easement Area and over Grantor's adjoining lands for the purpose of constructing, reconstructing, realigning, inspecting, patrolling, maintaining, operating, repairing, adding and removing said lines, facilities and appurtenances; the right to relocate said lines, facilities and appurtenances within said Easement Area; the right to remove from said lands all trees and parts thereof, or other obstructions, which may interfere with the exercise of the rights granted hereunder; and the right of exercise of all other rights hereby granted; and Grantor expressly covenants and agrees for itself, its legal representatives, successors and/or assigns, that no building or structure of any kind will be placed on said Easement Area and that removal of any building or structure placed on said Easement Area shall be at Grantor expense.

Grantor expressly acknowledges and agrees to perform the initial construction of the water facilities and appurtenances thereto in connection with the LEON VALLEY EMERGENCY CONNECTION PROJECT (the "Project"). Grantor further acknowledges and agrees that until such time as the water facilities are completed and accepted by Grantee, the Grantor, its successors and assigns, shall be fully responsible for all obligations of Grantee hereunder, and that Grantor, or behalf of itself, its heirs, legal representatives, successors and/or assigns, waive any and all claims of any type or nature, known or unknown, that may be asserted against Grantee arising from or related to events occurring or attributable to the period prior to the time the Project is complete and Grantee has accepted the transfer of the water facilities and appurtenances from the Grantor, and Grantor agrees that no such claims may be asserted against Grantee. Grantor does hereby agree to indemnify, defend and hold harmless Grantee from and against any and all claims, losses, costs, expenses and fees (including, without limitation, attorneys' fees and costs of dispute resolution) arising from or in any way related to events occurring or attributable to (i) the period prior to the time that the Project is complete and Grantee has accepted the transfer of the water facilities and appurtenances from the Grantor, and/or (II) the Grantor's use of the easement hereunder or construction of the water facilities and appurtenances permitted hereunder. Grantor does hereby agree that the duties and obligations in this paragraph shall be binding on its successors and assigns.

TO HAVE AND TO HOLD the above described easement and rights unto the said Grantee, its successors and assigns, until the use of said easement shall be abandoned.

And Grantor does hereby bind itself, its legal representatives, successors and/or assigns to warrant and forever defend all and singular the above described easement and rights unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This Easement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

EXECUTED effective this 16th day of August, 2016.



City of Leon Valley
Chris Riley

By: Mayor
[CORPORATE SEAL]

Attest Andrea Pissalagon

Designated Representative:

Name: Kelly Kuenstle
Title: City Manager
Address: 6400 El Verde
Leon Valley, Texas 78238