

ACCESS & UTILITY EASEMENT AGREEMENT

THIS AGREEMENT is made on _____, 2025, by and between Collin County of 2300 Bloomdale Rd., McKinney, Texas 75071, hereinafter ("Grantor"), and ALINA & VEACESLAV ESANU of 1710 PRIVATE ROAD 5042, MELISSA, Texas, 75454 hereinafter ("Grantee").

Recitals

A. The Grantor is the owner of certain real property commonly known as PRIVATE ROAD 5042, Melissa, Texas, 75454, and more fully described as follows: ABS A1048 POLLY A BOONE SURVEY, TRACT 35, 1.08 ACRES, (Servient Estate).

B. The Grantee is the owner of certain real property commonly known as Texas, 1710 PRIVATE ROAD 5042, MELISSA ALINA & VEACESLAV ESANU, ABS A1048 POLLY A BOONE SURVEY, TRACT 33, 1.0 ACRES, ("Dominant Estate").

C. The Grantee desires to acquire certain rights in the Servient Estate.

1. Grant of Access & Utility Easement

In consideration of \$1.00, Grantor hereby grants to Grantee an easement on and across the following-described portion of the Servient Estate: ABS A1048 POLLY A BOONE SURVEY, TRACT 35, 1.08 ACRES.

2. Character of Easement

It is the intention of the parties that the easement granted appurtenant to the Dominant Estate, in that the easement benefits the use and enjoyment of the Dominant Estate by Existing driveway over Grantor property to be used for access and utilities.

3. Duration and Binding Effect

The easement shall endure 99 years. This Agreement is made expressly for the benefit of, and shall be binding on, the heirs, personal representatives, successors in interest, and assigns of the respective parties.

4. Purpose of Easement

The easement will benefit the Grantee by Existing driveway over Grantor property to be used for access and utilities.

5. Limitations

It is expressly agreed that the easement, rights, and privileges conveyed to Grantee are limited to Existing access driveway, utilities and future utilities.

6. Exclusiveness of Easement

The easement, rights, and privileges granted by this easement are exclusive, and Grantor covenants not to convey any other easement or conflicting rights within the area covered by this grant, or nonexclusive, and Grantor reserves and retains the right to convey similar easement and rights to such other persons as Grantor may deem proper.

7. Grantor's Rights

Grantor also retains, reserves, and shall continue to enjoy the use of the surface of the land subject to this easement for any and all purposes that do not interfere with or prevent the use by Grantee of the easement. Grantor's retained rights include, but are not limited to, the right to build and use the surface of the easement for drainage ditches and private streets, roads, driveways, alleys, walks, gardens, lawns, planting or parking areas, and other like uses. The Grantor further reserves the right to dedicate all or any part of the property affected by this easement to any city for use as a public street, road, or alley, if the dedication can be accomplished without extinguishing or otherwise interfering with the rights of Grantee in the easement. If the Grantor or any of Grantor's successors or assigns dedicates all or any part of the property affected by this

easement, the Grantee and its successors and assigns shall execute all instruments that may be necessary or appropriate to effectuate the dedications.

8. Grantee's Rights and Duties

Grantee shall have the duty to repair and maintain the property subject to the easement and shall at all times keep the easement property free and open for the benefit of Grantor and any other concurrent user. Grantee shall at all times act so as to safeguard Grantor's property. Grantee shall have the right to keep access to the easement open by removing vegetation and by cutting or trimming trees or vegetation that may encroach on the easement property. Grantee shall have the right to cut and trim trees or shrubbery that may encroach on the easement property. Grantee shall dispose of all cuttings and trimmings by hauling them away from the premises.

9. Termination

This easement may be terminated by written agreement signed by all owners of record and other successors to the respective interests of Grantor and Grantee in the Dominant and Servient Estates. Grantee, his/her heirs, successors, and assigns may execute and record a release of this easement at any time. This easement shall also terminate if the purposes of the easement cease to exist, are abandoned by Grantee, or become impossible to perform.

10. Failure to Perform

Should Grantee fail to perform any covenant, undertaking, or obligation arising under this easement, all rights and privileges granted shall terminate and the provisions of this Agreement creating the easement shall be of no further effect. In such a case, within thirty days of receipt of a written demand from Grantor, Grantee shall execute and record all documents necessary to terminate the easement of record. Should Grantee fail or refuse to record the necessary documents, Grantor shall be entitled to bring an action for the purpose of declaring the easement to be terminated.

11. Entire Agreement

This instrument contains the entire agreement between the parties relating to the rights granted and the obligations assumed. Any oral representations or modifications concerning this instrument shall be of no force and effect. Any modification of this Agreement must be in writing and must be signed by both parties.

12. Attorney's Fees

If legal action is initiated by either party for the purpose of enforcing or interpreting this Agreement, or to compel the recording of a release, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees, and costs.


The parties have executed this agreement on the above mentioned date.

GRANTOR:

By:
Collin County

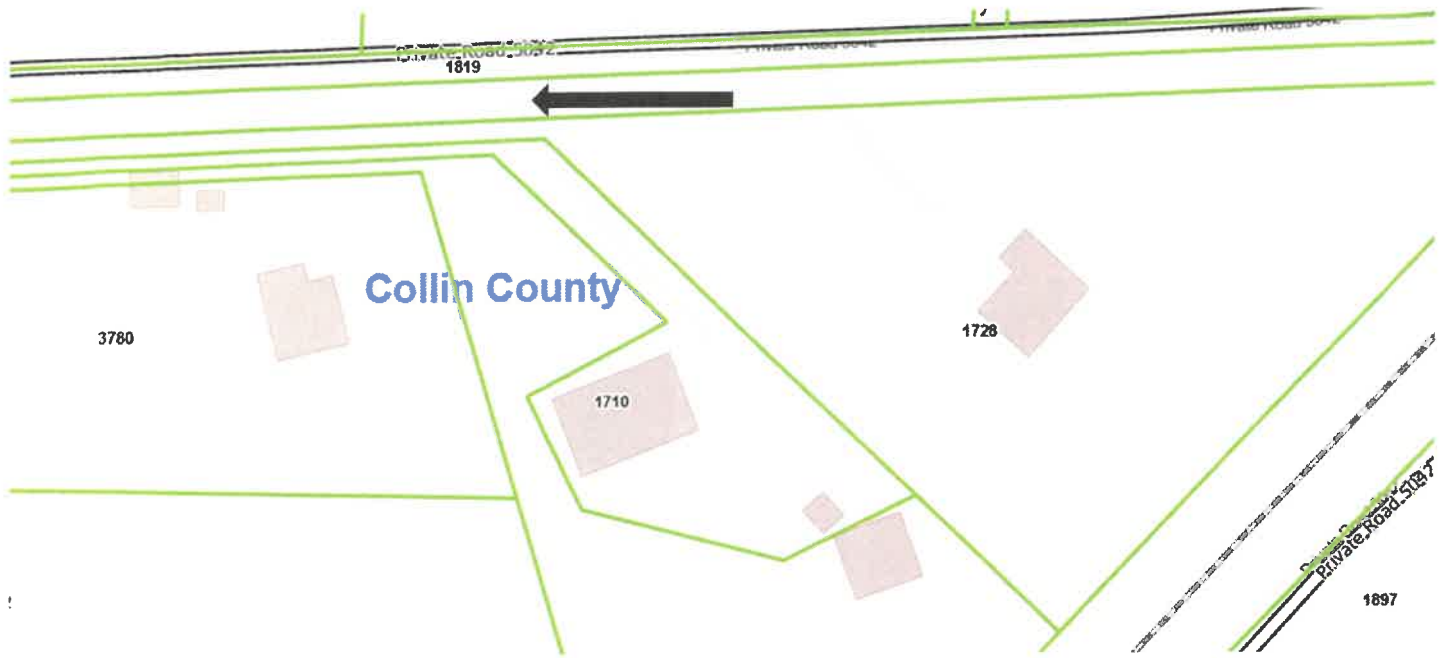
Date:

GRANTEE:

By: 
ALINA & VEACESLAV ESANU
OR

Date: 5/2/2025

EXHIBIT A



CERTIFICATE OF ACKNOWLEDGMENT


The State of Texas

County of Collin

Before me, Ansel E Young, Notary Public for the State of Texas, on this day personally appeared VEACESLAV ESANU through Texas Driver License to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for purposes and consideration therein expressed.

Given under my hand and seal of office this 2nd day of May, 2025.




(Notary's Signature)
Notary Public, State of Texas