

## RIGHT OF WAY EASEMENT

Know all men by these presents, that \_\_\_\_\_ (hereinafter called "Grantors"), in consideration of one dollar (\$1.00) and other good and valuable consideration paid by Myrtle Springs Water Supply Corporation (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, it's successors, and assigns, a dedicated, perpetual easement with the right to erect, construct, install, and lay and thereafter access and use, operate, inspect, repair, maintain, replace, upgrade, parallel, and remove water distribution lines and appurtenances, over and across \_\_\_\_\_ acres of land, more particularly described in instrument recorded with Document # \_\_\_\_\_ in Deed Records, Van Zandt County, Texas, together with the right of ingress and egress over Grantor's adjacent lands for the purposes for which the above mentioned rights are granted. The easement hereby granted shall not exceed 40' in width during the periods of construction, and the Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipeline(s) is installed, the easement herein granted shall be limited to a strip of land 20' in width, the center line thereof being the pipeline as installed. In addition, an ingress and egress easement to the water meter shall be granted to allow for reading of the meter and other normal business activities.

Grantee shall have such other rights and benefits necessary and/or convenient for the full enjoyment and use of the rights herein granted, including without limitation, (1) the reasonable right to ingress and egress over and across lands owned by Grantor which are contiguous to the easement; (2) the reasonable right from time to time to remove any and all paving, undergrowth, and other obstructions that may injure Grantee's facilities and appurtenances or interfere with the construction, maintenance, inspection, operation, protection, repair, alteration, testing, replacement, upgrading, relocation (as above limited), substitution, or removal thereof; and (3) the rights to abandon-in-place any and all water supply lines, service lines, and associated appurtenances, such that Grantee shall have no obligation or liability to Grantor, or their successors or assigns, to move or remove any such abandoned lines or appurtenances.

In the event the easement hereby granted abuts on a public road and the county or state hereafter widens or relocates the public road so as to require the relocation of this water line(s) as installed, Grantor further grants to Grantee an additional easement over and across the land described above for the purpose of laterally relocating said water line(s) as may be necessary to clear the road improvements, which easement hereby granted shall be limited to a strip of land 20' in width, the center line thereof being the pipeline as located.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantors by reason of the installation of the structures referred to herein and the Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damages will result from its use to Grantors' premises. This agreement together with other provisions shall constitute a covenant running with the land for the benefit of the Grantee, its

successors, and assigns. The Grantors covenant that they are the owners of the above described lands and that said lands are free and clear of all encumbrances and liens except the following:\_\_\_\_\_

Grantor does hereby bind itself, its successors, and assigns, to WARRANT AND FOREVER DEFEND, all and singular, the easement herein granted to Grantee, or Grantee's successors and assigns, against every person whomsoever claiming, or to claim, the same or any part thereof.

**IN WITNESS WHEREOF** the said Grantor(s) has/have executed this instrument this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Grantor Signature

\_\_\_\_\_  
Grantor Signature

**STATE OF TEXAS**

**COUNTY OF VAN ZANDT**

**BEFORE ME**, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared \_\_\_\_\_ known to me to be the person(s) whose name(s) is (are) subscribed to the foregoing instrument, and acknowledged to me that he (she) (they) executed the same for the purposes and consideration therein expressed.

**GIVEN UNDER MY HAND AND SEAL OF OFFICE** this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(SEAL)

\_\_\_\_\_  
Notary Public, State of Texas