

**UTILITY EASEMENT AND RIGHT-OF-WAY**  
**(Including Temporary Easement for Construction)**

STATE OF TEXAS  
COUNTY OF \_\_\_\_\_

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KNOW ALL MEN BY THESE PRESENTS:

That \_\_\_\_\_ hereinafter individually or collectively "Grantor"), for and in consideration of TEN DOLLARS AND NO/00 (\$10.00) and other good and valuable consideration paid to Grantor by the \_\_\_\_\_ WATER SUPPLY CORPORATION (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto Grantee, its successors and assigns, a permanent easement and right-of-way to erect, construct, install, and lay and thereafter access and use, operate, inspect, repair, alter, protect, maintain, replace, upgrade, parallel, add and remove water pipelines and appurtenances and any other facilities necessary to serve Grantor's property as well as the Grantee's current and future system-wide customers, under, over and across \_\_\_\_\_ acres of land, more particularly described in an instrument recorded in Volume \_\_\_\_\_, Page \_\_\_\_\_ of the real estate records of \_\_\_\_\_ County, Texas, together with the right of ingress and egress over Grantor's adjacent lands for the purpose for which the above mentioned rights are granted. The easement hereby granted shall not exceed twenty feet (20') in width and shall be located as shown on the attached exhibit.

Grantor also grants and conveys unto Grantee a twenty foot (20') wide temporary construction easement for use in connection with the initial installation of a pipeline or pipelines by Grantee in the permanent easement described above, and for the storage of excavation material resulting from such construction. The temporary construction easement will expire upon completion of construction and acceptance of the pipeline or pipelines by Grantee.

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: (i) the reasonable right of ingress and egress over and across lands owned by Grantor which are contiguous to the easement; (ii) the reasonable right from time-to-time to remove any and all paving, trees and undergrowth, and other obstructions that may injure Grantee's pipelines, appurtenances and facilities, or interfere with the construction, installation, use, operation, inspection, repair, alteration, protection, maintenance, replacement, upgrading, paralleling or removal thereof; and (iii) the right to abandon-in-place any and all pipelines, appurtenances and facilities, such that Grantee shall have no obligation or liability to Grantor or their successors or assigns to move or remove any such abandoned pipelines, appurtenances and facilities.

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 any pipeline or facilities installed by Grantee in the permanent easement described above, Grantor further grants to Grantee an additional easement over and across the land described above for the purpose of laterally relocating said pipeline or facilities as may be necessary to clear the road improvements, which easement hereby granted shall be limited to a strip of land twenty feet (20') in width the center line thereof being the pipeline as relocated.

Grantor, Grantor's successors and assigns, may fully use and enjoy the premises encumbered by said easement, except that such use and enjoyment shall not hinder, conflict or interfere with the exercise of Grantee's rights hereunder and no building, structure or reservoir shall be constructed upon, over or across the easement hereby granted without Grantee's written consent; provided further that Grantor, Grantor's successors and assigns, may construct, dedicate and maintain over and across the easement such driveways, utility lines and fences as will not interfere with Grantee's use of the easement for the purposes aforesaid.

Grantee shall clean up and remove all trash and debris caused by the installation of pipelines, appurtenances and facilities hereunder, and shall repair or replace existing fences and repair other damages caused by said installation. Grantee shall also restore the surface of the land to a smooth contour following said installation.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the installation of the pipelines, appurtenances and facilities referred to herein, and the Grantee will maintain such easement in a state of good repair so that no unreasonable damages will result from its use to Grantor's premises. This agreement together with other provisions of this grant shall be perpetual and shall constitute a covenant running with the land for the benefit of the Grantee, its successors and assigns. Grantee's rights hereunder may be assigned in whole or in part to one or more assignees.

TO HAVE AND TO HOLD the easement and rights appurtenant thereto unto the Grantee, its successors and assigns, until the pipelines, appurtenances and facilities are declared permanently abandoned by the Grantee, in which event said easement and rights appurtenant thereto shall cease and terminate and revert to Grantor, Grantor's successors and assigns.

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

It is expressly understood that all rights, conveyances or covenants are herein written, and no verbal agreements of any kind shall be binding or recognized or in any way modify this instrument of conveyance. When context requires, singular nouns and pronouns include the plural.

**GRANTOR(S):**

\_\_\_\_\_  
\_\_\_\_\_

STATE OF TEXAS  
COUNTY OF \_\_\_\_\_

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Before me, the undersigned Notary Public, on this day personally appeared \_\_\_\_\_ known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed. Given under my hand and seal of office this \_\_\_\_ day of \_\_\_\_ 20 \_\_\_\_.

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

STATE OF TEXAS  
COUNTY OF \_\_\_\_\_

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BEFORE ME, the undersigned Notary Public, on this day personally appeared \_\_\_\_\_ known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed. Given under my hand and seal of office this \_\_\_\_ day of \_\_\_\_ 20 \_\_\_\_.

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

AFTER RECORDING RETURN TO: