

Jarrell-Schwertner Water Supply Corporation

**WATER UTILITY EASEMENT
WITH TEMPORARY CONSTRUCTION EASEMENT**

KNOW ALL MEN BY THESE PRESENTS, that

_____, (hereinafter called "Grantors"), in consideration of ten dollars (\$10.00) and other good and valuable consideration paid by Jarrell-Schwertner 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, its successors, and assigns, a 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 and any other facilities necessary to serve Grantors' property as well as the Grantee's current and future system wide customers, under, over and across _____ acres of land, more particularly described in instrument recorded in **Document # _____**, Deed Records, _____ 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 20' in width, and 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 to be located across said land as follows:

SEE EXHIBIT A ATTACHED HERETO

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 of 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, paralleling, relocation (as above limited), substitution or removal thereof; (3) the right 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.

No permanent improvements, inconsistent with the Grantee's use of the Easement, such as, but not limited to, houses, barns, sheds, septic fields, stock tanks, or paved parking lots shall be constructed or placed on or within any portion of the permanent Easement. Reserved to the Grantor will be the right to pass back or forth across the Easement on foot or in vehicles; to cultivate or landscape same; to raise crops or gardens thereon; to fence and graze cattle and livestock thereon; to lay out, dedicate, construct, and maintain roads, streets, driveways, and utility lines across the Easement at any angle not less than 45 degrees to

said water lines; provided, however, that Grantee's water lines shall not be obstructed, endangered, or interfered with and that said water lines shall always be left with proper cover and sufficient and permanent support.

In the event the county or state hereafter widens or relocates any public road so as to require the relocation of this water line 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 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 relocated.

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 of this grant 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 land and that said lands are free and clear of all encumbrances and liens except the following:

For the same consideration referenced above, Grantor further conveys to Grantee a temporary construction easement over, across and upon an additional twenty-five (25) foot width of land located immediately adjacent to and running parallel to the Easement, as depicted in Exhibit "A" to construct and install the contemplated facilities within the Easement. This temporary construction easement with its rights and privileges is limited to the time required to complete the construction, inspection and putting into operation of the facilities contemplated by this Easement.

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.

The easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of the Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the easement continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Grantee owns it, whichever is longer.

IN WITNESS WHEREOF the said Grantors have executed this instrument this _____ day of _____, 20____

Print

Print

Sign

Sign

ACKNOWLEDGEMENT

STATE OF TEXAS
COUNTY OF _____

BEFORE ME, the undersigned, a Notary Public in and for said County and State, 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 THE _____ day of _____, 20____

(Seal)

_____ County, Texas
(Notary Public in and for)