

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that _____
(hereinafter called "Grantor"), in consideration of one dollar (\$1.00) and other good and valuable consideration paid by **SOUTH GRAYSON SPECIAL UTILITY DISTRICT** (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 non – exclusive 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 in Vol. _____, Page _____, Deed Records, _____ County, Texas, together with the non-exclusive right of ingress and egress over Grantor's adjacent lands as reasonably necessary for the limited purpose for which the above mentioned rights are granted. The easement hereby granted shall not exceed fifteen feet (15') in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the initial pipeline is installed, the easement herein granted shall be limited to a strip of land fifteen feet (15') in width, the center line thereof being the initial pipeline as installed.

Grantee shall have such other rights and benefits reasonably necessary and/or convenient for the limited 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 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 its 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 any 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 lines as may be necessary to clear the road improvements, which easement hereby granted shall be limited to a strip of land fifteen feet (15') in width, the center line thereof being the pipeline as relocated.

It is agreed that if Grantee injures or destroys any of Grantor's property or improvements that said Grantee will within a reasonable time rebuild and repair the same to the extent that they will be in as good condition as they were before the Grantee injured or destroyed them.

IN WITNESS, WHEREOF the said Grantor has executed this instrument this ____day of _____, 20__.

GRANTOR

ACKNOWLEDGMENT

STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 20__ by

_____.
(Grantor's Name)

(SEAL)

Notary Public, State of Texas