



UNITED STATES DEPARTMENT OF AGRICULTURE
Rural Utilities Service

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that _____, (hereinafter called "Grantor", whether one or more), in consideration of one dollar (\$1.00) and other good and valuable consideration paid by **Creedmoor Maha 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 and/or sewer collection lines and appurtenances, over and across _____ **acres of land**, more or less, in the _____ Survey No. _____, Abstract No. _____, _____ County, Texas, or known as Lot _____, Block _____, _____ (Subdivision name), Plat Ref. _____, being more particularly described in deed recorded in Vol. _____, Pg. _____ or Document No. _____, of the _____ Records of _____ County, Texas, together with the right of ingress and egress over Grantors' 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, being located across said land as follows:

The easement herein conveyed shall run the length of the Grantor's property line, parallel and adjacent to _____.

In addition to the twenty feet (20') permanent easement area granted above, Grantor also grants Grantee a temporary workspace easement which shall not exceed twenty feet (20') in width. Said twenty feet (20') wide temporary workspace easement shall run adjacent and parallel to the twenty feet (20') permanent easement. The twenty feet (20') temporary workspace easement shall be in effect from time to time only so long as the construction, operation, maintenance, replacement, tie-in connections, upgrade, removal, repair and laying of the pipeline is taking place; and, except when said activities are being completed from time to time, the twenty feet (20') temporary workspace easement shall revert to the sole ownership and control of the Grantor. Grantor reserves the right to enter upon and use the permanent and temporary easement area, for all lawful purposes and to erect improvements thereon, including driveways made out of any material but in no event shall Grantor use the easement area in any manner which interferes in any material way or is inconsistent with the rights granted hereunder.

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, relocation (as above limited), substitution or removal thereof; and (3) the rights to abandon-in-place any and all water supply and/or sewer distribution 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 and/or sewer 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 and/or sewer line 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.

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 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.

The easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of 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_____.

GRANTOR:

Printed

Printed

Signature

Signature

**ACKNOWLEDGEMENT
(Individual)**

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____ 20____, by _____.

Grantor

(SEAL)

Notary Public, State of Texas