

**Right-of-Way Easement**

The State of Texas  
County of \_\_\_\_\_

Know all men by these present, that \_\_\_\_\_ and \_\_\_\_\_ (hereinafter called "Grantors"), in consideration of one dollar (\$1.00) and other good and valuable consideration paid by JARRELL-SCHWERTNER WATER SUPPLY CORPORATION, a Texas Non-Profit 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 use, operate, inspect, repair, maintain, replace, and remove water transmission or distribution lines and appurtenances over and across \_\_\_\_\_ acres of land, more particularly described in the instrument recorded in Vol. \_\_\_\_\_, Page \_\_\_\_\_ or as 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 being the pipeline as installed.

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 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 Grantor's 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 that following:

At such times as Grantee is engaged in the actual work of relocating, constructing, installing, maintaining, repairing, or removing the lines installed or to be installed in the aforesaid right of way easement, Grantor further grants to Grantee a temporary license to encroach upon his land immediately adjacent to and along the said right of way easement, for a distance of thirty feet, to constitute a temporary work space easement for the duration for the said work only.

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 the 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 \_\_\_\_\_, 200\_\_.

\_\_\_\_\_  
\_\_\_\_\_  
Grantors  
\_\_\_\_\_  
Address of Property

**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 \_\_\_\_\_ and, \_\_\_\_\_ known to me to be the person(s) whose name(s) is (are) subscribed to the foregoing instrument, and acknowledged to me that they executed this instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE \_\_\_\_\_ day of \_\_\_\_\_, 2006.

\_\_\_\_\_  
Notary Public in and for  
\_\_\_\_\_ County, Texas