

UNITED STATES DEPARTMENT OF AGRICULTURE

Rural Utilities Service

RIGHT-OF-WAY EASEMENT (General Type Easement)

KNOW ALL MEN BY THESE PRESENTS, that _____ (hereinafter called "Grantors"), in consideration of one dollar (\$1.00) and other good and valuable consideration paid by _____ (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant to said Grantee, its successors, and assigns, a perpetual easement with the right to install and lay underground service lines, flush valves, and fire hydrants at the end of service lines and thereafter access and use, operate, inspect, repair, maintain, replace, upgrade, parallel, and remove water distribution and/or sewer collection lines underground, as necessary to serve Grantors' property as well as the Grantee's current and future system-wide customers, over and across _____ acres of land, located a _____, more particularly described in instrument recorded under ID number _____, Deed Records, Fannin 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 feet in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed, except that when the underground water distribution lines and flush valves at the end of service lines are installed, the easement herein granted shall be limited to a strip of land 20 feet in width the center line thereof being the underground water distribution lines, flush valves at the end of service lines, and fire hydrants are as installed. Grantee shall have such other rights and benefits necessary and/or convenient for the full 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 easements; (2) the reasonable right from time to time to remove any paving, under growth and obstructions that may injure Grantee's facilities or interfere with the construction underground, maintenance, inspection, operation, protection, repair, alteration, testing, replacement, upgrading, relocation (as above limited, 20ft in width), substitution or removal thereof; and (3) the right to abandon-in-place any underground water supply lines, underground service lines, such that Grantee shall have no obligation or liability to Grantor or their successors or assigns to move or remove any such abandoned lines underground. In the event the easement hereby granted abuts on a public road and the county or state hereafter widens or relocates the public road 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 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 feet in width, the center line thereof being the pipeline as relocated. 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.

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

ACKNOWLEDGMENT (Individual)

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on _____ by

_____.

(SEAL)

Notary Public, State of Texas