

Ben Wheeler Water Supply Corporation**RIGHT OF WAY EASEMENT**

KNOW ALL MEN BY THESE PRESENTS, that _____ (hereinafter called "Grantor," whether one or more), for and in consideration of One Dollar (\$1.00) and other good and valuable consideration paid by Ben Wheeler 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/or remove the water pipe line(s) and service and/or maintenance equipment which may include, but is not limited to, valves, meters and flush pipes, over and across the following land owned by Grantor in Smith County, State of Texas: Being _____ acres of land, in the _____ Survey, Abstract No. _____ deeded and more particularly described as address _____ on the Appraisal District map page number _____ and Pin # _____

in instrument and recorded in Volume _____, Page _____ or Document No. _____ of the Official Public Records of Smith County, Texas, together with the right of ingress and egress over and across Grantors' adjacent lands for the purposes for which the above mentioned rights are granted. The easement hereby granted shall not exceed 30 feet in width, and the Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipe line(s)/equipment is installed, the easement herein granted shall be limited to a strip of land 30 feet in width with the center line thereof being the pipe line as installed. It is expressly understood that all pipe lines shall be installed not less than thirty (30) inches below the normal ground surface and, wherever possible, all pipe line(s) shall be installed adjacent to and run parallel with the nearest public road (U. S. Highways, State Highways, Farm-to-Market Roads, or County Roads). In the event an existing line is replaced and/or abandoned, the replacement line shall run parallel with and as close to as possible to the pre-existing line.

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 the 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 right to abandon-in-place any and all water supply distribution lines, service lines and associated appurtenances, such that Grantee shall have no obligation or liability to Grantor, or their successor or assigns, to move or remove any such abandoned lines or appurtenances.

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 and/or sewer lines as may be necessary to clear the road improvements, which easement hereby granted shall be limited to a strip of land 30 feet 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. Grantor shall erect no structures or parking lots or plant foliage over said easement. Any driveways constructed over said easement shall be constructed at 90-degree angles to minimize area above pipeline. 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.

IN WITNESS WHEREOF the said Grantors have executed this instrument this ____ day of _____, 202 ____.

ACKNOWLEDGEMENT

STATE OF _____ 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 _____, 202 ____.

(Seal)

Notary Public in and for State of _____

Return to: