

**EASEMENT AND RIGHT-OF-WAY**  
(Including Temporary Easement For Construction)

STATE OF TEXAS                   §  
  §           KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF \_\_\_\_\_ §

That \_\_\_\_\_ (hereinafter individually or collectively "Grantor"), for and in consideration of ONE DOLLAR AND NO/100 (\$1.00) and other good and valuable consideration paid to Grantor by the **Combined Consumers Special Utility District** (hereinafter "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto Grantee, its successors and assigns, a permanent easement and right-of-way to erect, construct, install and lay, and thereafter access and use, operate, inspect, repair, alter, protect, maintain, replace, upgrade, parallel, add and remove water distribution lines and appurtenances and any other facilities necessary to serve Grantor's property as well as Grantee's current and future system-wide water utility customers, under, over and across \_\_\_\_\_ acres of land, more particularly described in an instrument recorded in Volume \_\_\_\_\_, Page \_\_\_\_\_ of the Deed Records of \_\_\_\_\_ County, Texas, together with the right of ingress, egress and regress over Grantor's 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, and Grantee is hereby authorized to designate the course of the easement herein conveyed, except that when the first pipeline is installed, the easement herein granted shall be limited to a strip of land twenty feet (20') in width in width the center line thereof being the pipeline as installed.

Grantor also grants and conveys unto Grantee a thirty foot (30') wide temporary construction easement for use in connection with the initial installation of a pipeline or lines by Grantee in the permanent easement described herein above, and for the storage of excavation material resulting from such construction. Grantee is hereby authorized to designate the course of the temporary construction easement herein conveyed, except that when the first pipeline is installed, the easement herein granted shall be limited to a strip of land thirty foot (30') in width the center line thereof being the pipeline as installed. The temporary construction easement will expire upon completion of construction and acceptance of the pipeline or lines by Grantee.

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: (i) the reasonable right of ingress and egress over and across lands owned by Grantor which are contiguous to the easement; (ii) the reasonable right from time-to-time to remove any and all paving, trees and undergrowth, and other obstructions that may injure Grantee's pipelines, appurtenances and facilities, or interfere with the construction, installation, use, operation, inspection, repair, alteration, protection, maintenance, replacement, upgrading, paralleling or removal thereof; and (iii) the right to abandon-in-place any and all pipelines, appurtenances and facilities, such that Grantee shall have no obligation or liability to Grantor or to Grantor's heirs, successors or assigns, to move or remove any such abandoned pipelines, appurtenances or facilities.

Grantor, and Grantor's heirs, successors and assigns, may fully use and enjoy the premises encumbered by said easement, except that such use and enjoyment shall not hinder, conflict or interfere with the exercise of Grantee's rights hereunder and no building, structure or reservoir shall be constructed upon, over or across the easement hereby granted without Grantee's written consent; provided further that Grantor, and Grantor's heirs, successors and assigns, may construct, dedicate and maintain over and across the easement such driveways, utility lines and fences as will not interfere with Grantee's use of the easement for the purposes aforesaid.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the installation of the pipelines, appurtenances and facilities 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 be perpetual and shall constitute a covenant running with the land for the benefit of the Grantee, its successors and assigns. Grantee's rights hereunder may be assigned in whole or in part to one or more assignees. Grantor covenants that Grantor is the owner of the above-described land and that said land is free and clear of all encumbrances and liens.

TO HAVE AND TO HOLD the easement and rights appurtenant thereto unto the Grantee, its successors and assigns, until the pipelines, appurtenances and facilities are declared permanently abandoned by the Grantee, in which event said easement and rights appurtenant thereto shall cease and terminate and revert to Grantor, Grantor's successors and assigns.

Grantor does hereby bind itself and Grantor's heirs, successors and assigns, to WARRANT AND FOREVER DEFEND, all and singular, the easement and rights appurtenant thereto herein granted to Grantee, its successors and assigns, against every person whomsoever claiming, or to claim, the same or any part thereof.

It is expressly understood that all rights, conveyances or covenants are herein written, and no verbal agreements of any kind shall be binding or recognized or in any way modify this instrument of conveyance.

When context requires, singular nouns and pronouns include the plural.

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

GRANTOR:  
\_\_\_\_\_  
\_\_\_\_\_

**ACKNOWLEDGED**

STATE OF TEXAS                   §  
  §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_,  
by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of Texas