

UNITED STATES DEPARTMENT OF AGRICULTURE
Rural Utilities Service
RIGHT-OF-WAY-EASEMENT

Glenwood Water Supply Corporation
6792 FM 726 S. Gilmer, Texas 75645

Remit Filed Easement to>>>

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 Glenwood 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 appurtenances, over and across _____ acres and/or lots of land, more particularly described in instrument recorded in Document No. _____, Vol. _____, Page _____, Deed Records, Upshur 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 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 15' in width, the center line thereof the pipeline as installed.

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 Grantees' 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 lines, services 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 hereinafter widens or relocates the public road so as to require the relocation of this water line as installed, Grantor further grants to Grantee and 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 15' 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 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 successor, and assigns. The Grantor covenant that 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 _____, 20 ____

(sign)

(print)

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF UPSHUR

This instrument was acknowledged before me on _____ by _____.

Notary Public, State of Texas