

Mercy Water Supply Corporation
51 Perry Lane
Cleveland, TX 77328
281-593-1177

UNITED STATES DEPARTMENT OF AGRICULTURE
Rural Utilities Service

RIGHT-OF-WAY EASEMENT (Location of Easement Required)

KNOW ALL MEN BY THESE PRESENTS, that _____ (“Grantor”), in consideration of ten dollars (\$10.00) and other good and valuable consideration paid by MERCY WATER SUPPLY CORPORATION, (“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 exclusive easement (the “Perpetual Easement”) and a temporary construction easement (the “Temporary Easement”), over and across the property more particularly described in instrument recorded in Vol. _____, Page _____, Deed Records, _____ County, Texas. The Perpetual Easement and Temporary Construction Easement shall be collectively referred to as the “Easements”. It is expressly understood and agreed between the parties that the Easements shall be subject to and governed by the following provisions:

1. The Perpetual Easement hereby granted shall not exceed fifteen feet (15’) in width and shall be used only for the purposes of constructing, installing, and laying and thereafter accessing and using, operating, inspecting, repairing, maintaining, replacing, upgrading and removing water distribution lines [and/or sewer collection lines] and appurtenances and facilities (the “Facilities”) in that certain area of the tract of land owned by Grantor described on Exhibit “A” attached hereto and incorporated herein for all purposes (the “Easement Tract”). Grantee, its agents, employees, contractors, and representatives, shall have the right and privilege of ingress and egress across the Easement Tract as may be necessary for the purposes described herein. Grantee shall have the right to place new or additional Facilities within the Easement Tract. In addition to the Perpetual Easement granted above, Grantor hereby grants the Temporary Construction Easement to Grantee over and across the Easement Tract and that certain area of the tract of land owned by Grantor that is fifteen feet (15’) in width and parallel to the boundary of the Easement Tract, as further described or depicted in Exhibit “A”, for purposes of ingress and egress and constructing and installing the Facilities. The Temporary Construction Easement shall automatically terminate one hundred eighty (180) days from the date such construction and installation of the Facilities is completed. Grantee agrees to use its reasonable best efforts to remove from the Temporary Construction Easement only such trees, brush, and shrubs as are reasonably necessary for Grantee to construct the Facilities.
2. 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, (a) the reasonable right of ingress and egress over and across lands owned by Grantor which are contiguous to the Easement Tract; (b) the reasonable right from time to time to remove any and all paving, undergrowth and other obstructions that may injure Grantee’s Facilities or interfere with the construction, maintenance, inspection, operation, protection, repair, alteration, testing, replacement, upgrading, relocation, substitution or removal thereof; and (c) the right to abandon-in-place any and all Facilities, such that Grantee shall have no obligation or liability to Grantor, or its successors or assigns, to move or remove any such Facilities.
3. In the event the city, county or state hereafter widens or relocates any public road so as to require the relocation of the Facilities as installed, Grantor further grants to Grantee an additional easement over and across the land described above for the purpose of laterally relocating the Facilities as may be necessary to clear the road improvements, which easement hereby granted shall be limited to a strip of land of fifteen feet (15’) in width, the center line thereof being the Facilities as relocated.
4. The consideration recited herein shall constitute payment in full for all rights of Grantee, and Grantee will maintain such easement in a state of good repair and efficiency and will take all reasonable measures to restore the grounds and surfacing materials of the Easement Tract as close to the condition which existed as set forth in Exhibit “A” prior to Grantee’s use as reasonably possible. Grantee is not responsible for restoration of landscaping, structures, pavement, or other improvements made by Grantor in, on and over the Easement Tract after the date of the grant made herein.

5. 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 Easements and the related rights and privileges herein granted shall be subject to all valid and subsisting encumbrances, conditions, covenants, restrictions, reservations, exceptions, rights-of-way and easements of record, including all laws, regulations and restrictions by municipal, county, state or other governmental authority applicable to and enforceable against the Easements.
6. 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__.

ACKNOWLEDGEMENT

STATE OF TEXAS
COUNTY OF _____

This instrument was acknowledged before me on _____ by

_____.

(SEAL)