

CYPRESS SPRINGS SPECIAL UTILITY DISTRICT
Mount Vernon, Texas 75457

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that _____ (hereinafter called "Grantor(s)"), in consideration of one dollar (\$1.00) and other good and valuable consideration paid by Cypress Springs Special Utility District, PO Box 591, Mt. Vernon, Texas 75457-0591, (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, remove water lines and appurtenances over and across _____, acres of land, more particularly described in recorded document or instrument number _____ with the file date of _____, Official Public Records, of _____ County, Texas, together with the right of ingress and egress over Grantor's adjacent lands for the purpose for which the rights mentioned above are granted. The easement hereby granted shall not exceed twenty feet (20') in width, and the grantee is hereby authorized to designate 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 twenty feet (20') in width the center line thereof being the pipeline as installed.

In the event, the easement hereby granted abuts on a public road and the county or state hereafter widens or relocates the public road 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 line as may be necessary to clear the road improvements, which easement hereby granted shall be limited to a strip of land twenty feet (20') 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 Grantor's 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 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:

The easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the easement continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Grantee owns it, whichever is longer.

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

Signature

Signature Name Printed

STATE OF TEXAS:

COUNTY OF _____:

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared, _____ know to me to be a person(s) whose names(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 _____, 20_____.

Notary Signature

Notary Public, State of _____.

Notary's Printed Name: _____

My Commission expires: _____

Service ID No: _____

Application Name: _____

Easement Information Due by: _____