

## WATERLINE EASEMENT AND RIGHT-OF-WAY

That \_\_\_\_\_ (hereinafter referred to as "Grantor"), for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration paid to Grantor by the **Desert Water Supply Corporation** ("Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, sell and convey unto the Grantee, its successors and assigns, a permanent easement and right-of-way in, under, upon, over and across that that certain \_\_\_\_\_ acre tract or parcel of land situated in the \_\_\_\_\_ Survey, Abstract No. \_\_\_\_\_, Volume \_\_\_\_\_, Page \_\_\_\_\_, \_\_\_\_\_ County, Texas, being more particularly described in a deed recorded as Instrument No. \_\_\_\_\_ of the Official Public Records of \_\_\_\_\_ County, Texas (the "Property"), which description is incorporated herein by reference for all purposes.

Grantee is hereby authorized to designate the course of the easement herein conveyed, which shall be limited to a strip of land twenty feet (20') in width, the center line thereof being the first waterline installed on the Property by Grantee hereunder (the "Easement Property").

The purpose of the permanent easement granted herein is to provide a right-of-way to Grantee for constructing, installing, replacing, repairing, maintaining, operating, using, inspecting, reconstructing, modifying, removing, abandoning in place, paralleling, upgrading and upsizing one or more public waterlines in the Easement Property, together with all equipment, improvements and appurtenances thereto, as used in the supply and provision of public water utility service to the Property and to other current and future customers of Grantee's water utility system (the "Facilities").

Grantee, its successors and assigns, shall have such other rights and benefits as necessary or convenient for the full use and enjoyment of the easement rights granted herein including, without limitation: (1) the reasonable right of ingress, egress and regress over and across lands owned by Grantor that are contiguous to the Easement Property; (2) the right from time-to-time to remove any pavement, trees and undergrowth, structures, and other obstructions that may injure the Facilities or that may interfere with Grantee's use of the Easement Property for the easement purposes described herein; and, (3) the right to abandon-in-place the Facilities installed in the Easement Property.

Grantor, as owner of the Property, reserves the right to continue to use and enjoy the surface of the Easement Property for all purposes that do not interfere with or interrupt the use or enjoyment of the Easement Property by Grantee for the easement purposes stated herein including pasturage and agricultural uses, and for construction and maintenance of paved driveways and roads, fences, landscaping, sidewalks, and drainage. Grantor is prohibited from placing or constructing any building, structure or reservoir upon, over or across the Easement Property without Grantee's prior written consent.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the installation of the Facilities, now and in the future, in the Easement Property. Grantee will maintain the Easement Property in a state of good repair. The provisions of this grant shall constitute a covenant running with the land for the benefit of the Grantee, its successors and assigns. The easement rights of use granted herein are exclusive to Grantee. Grantee's rights hereunder may be assigned, in whole or in part, to one or more assignees. Grantor covenants that Grantor owns the Property and that said Property is free and clear of all encumbrances and liens.

TO HAVE AND TO HOLD the Easement Property and the rights appurtenant thereto unto the Grantee, its successors and assigns, until the Facilities are declared permanently abandoned by Grantee, in which event the Easement Property and the rights appurtenant thereto shall cease and terminate, and revert to Grantor and Grantor's heirs, successors and assigns.

Grantor binds Grantor and Grantor's heirs, executors, administrators, successors and assigns to WARRANT AND FOREVER DEFEND, all and singular, the property rights and interests herein granted to Grantee, its successors and assigns, against every person whomsoever claiming or to claim the same or any part thereof.

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

**GRANTOR:**

\_\_\_\_\_  
Signature (1)

\_\_\_\_\_  
Print Name (1)

\_\_\_\_\_  
Signature (2)

\_\_\_\_\_  
Print Name (2)

**ACKNOWLEDGMENT**

STATE OF TEXAS  
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 \_\_\_\_\_ , 20\_\_ .

(Seal)

\_\_\_\_\_  
Notary Public in and for

Texas

\_\_\_\_\_ County,