

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_ hereinafter called the Grantors, in consideration of one dollar (\$1.00) and other good and valuable consideration paid by the Walker County Special Utility District, hereinafter called the 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 utility easement with the right to erect, construct, install, lay and thereafter use, operate, inspect repair, maintain, replace, and/or remove sanitary sewer lines and/or potable water lines, in, over, and across that called \_\_\_\_\_ acres of land, currently known as \_\_\_\_\_ **(911 address)** and more particularly described in instrument recorded in Volume/Book \_\_\_\_\_, Page \_\_\_\_\_, Deed Records, Walker County, Texas, together with the right of ingress and egress over and upon said easement for the purpose of which the above mentioned rights are granted. The permanent easement hereby granted shall not exceed twenty feet (20') in width, the easement herein granted shall be limited to a strip of land 20' in width and located along and adjacent to the existing \_\_\_\_\_ (N, S, E, W) right of way line of \_\_\_\_\_ (Highway, County Road, or Street) adjacent and adjoining Grantor's tract or parcel.

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 and its successors and assigns will maintain such easements in a state of good repair and efficiency so that no unreasonable damages will result from its use to Grantors' premises. Grantee shall, at its expense, promptly restore the surface, as nearly as practicable, to its present condition and shall repair or replace any Grantors' fencing, drive-ways, bridges and/or gates damaged in the installation or repair of the below-surface structures installed by Grantee, its successors or assigns. 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 \_\_\_\_.

\_\_\_\_\_  
(Owner)  
\_\_\_\_\_

ACKNOWLEDGEMENT

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 names(s) is (are) subscribed to the foregoing instrument, and acknowledged to me that he (she) executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS, the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
Notary Public in and for  
\_\_\_\_\_  
County, Texas

(SEAL)