

## RIGHT OF WAY EASEMENT

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 POST OAK SPECIAL UTILITY DISTRICT, (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/or sewer collection lines and appurtenances, over and across \_\_\_\_\_ acres of land, and through the land of the GRANTOR(s) situated in \_\_\_\_\_ County, State of Texas, said land being described as follows:

SURVEY:

RECORDING INFORMATION: Volume \_\_\_\_\_, Page \_\_\_\_\_, Official Public Records of \_\_\_\_\_ County, Texas, dated \_\_\_\_\_.

ACRES (Approximate): \_\_\_\_\_

ADDRESS: As described more particularly in attached Exhibit A, incorporated herein for all purposes (must attach property metes and bounds description), together with the right of ingress and egress over the adjacent lands of GRANTOR(s), his/her successors and assigns, for the purposes of this easement.

The land of GRANTOR(s) upon which easement exists in favor of GRANTEE shall include all land subsequently acquired by GRANTOR(s) so long as the acquired land is contiguous with the land described in this Right of Way Easement. The easement hereby granted shall not exceed 15' in width, the center line being the pipeline as located or relocated, and 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 15' in width the center line thereof being the pipeline as installed.

The new pipeline to be installed shall be buried a sufficient depth so that the top of the pipe as installed shall be at least 36 inches from the surface of the ground. Grantee shall replace the top soil over the new line installed and level the earth and shall not leave any large rocks or debris along the surface of the easement.

In the event the easement hereby granted abuts on a public road and the county or state hereafter widens or relocates the public road so as to require the relocation of this water line as installed, GRANTOR(s) further grant(s) 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 15' in

width the center line thereof being the pipeline as relocated.

The GRANTEE covenants to maintain the easement in good repair so that no unreasonable damage will result from its use to the adjacent land of the GRANTOR(s), his/her successors and assigns. The GRANTOR(s) covenant that (he/she is) (they are) the owner(s) of the above-described land.

The easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of the 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.

The grant and other provisions of this easement shall constitute a covenant running with the land for the benefit of the GRANTEE, its successors, and assigns.

The term GRANTOR includes the plural.

IN WITNESS WHEREOF the said GRANTOR(s) has/have executed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

By: \_\_\_\_\_  
Grantor Grantor

#### ACKNOWLEDGMENT

STATE OF TEXAS  
COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_ (the first Grantor signing the document).

\_\_\_\_\_  
Notary Public, State of Texas

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_, by \_\_\_\_\_ (the second Grantor  
signing the document).

\_\_\_\_\_  
Notary Public, State of Texas

Address of Grantee:  
Post Oak Special Utility District  
P.O. Box 545, Hubbard, Texas 76648

After recording, return to  
Post Oak Special Utility District  
c/o J. Dwight Carmichael  
4112 Boulder Drive  
Dallas, Texas 75233

post oak\easement rev. 2021