

**UTILITY EASEMENT AND RIGHT-OF-WAY**

**KNOW ALL MEN BY THESE PRESENTS**, that \_\_\_\_\_ of \_\_\_\_\_ County Texas, hereinafter called Grantor(s), does hereby covenant he/she/they own the following described property and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey to **Johnson County Special Utility District**, hereinafter called Grantee, its successors, and assigns, a perpetual Easement situated in the \_\_\_\_\_ Survey, Abstract No. \_\_\_\_\_; more particularly described in the instrument recorded in Vol. \_\_\_\_\_, Page \_\_\_\_\_, or Instrument \_\_\_\_\_ Year \_\_\_\_\_ containing \_\_\_\_\_ acres, or the \_\_\_\_\_ Subdivision, Bk \_\_\_\_\_, Lot \_\_\_\_\_ Deed Records, \_\_\_\_\_ County, Texas, together with the right of pedestrian or vehicular ingress and egress over Grantor's adjacent lands for the purpose of operating and maintaining the Grantee's utility facilities or reading meter(s) situated on this land.

**The Easement hereby granted shall be 20' in width.**

Grantee is hereby authorized to operate and maintain existing waterlines, including related acts deemed by Grantee to be necessary such as installing, inspecting, repairing, replacing, upgrading, existing or proposed water distribution and/or transmission pipelines, meters, valves and any other appurtenances as needed. Said waterline shall be the centerline of the easement.

As part of granting said Easement, Grantor covenants Grantee will also have the right to prevent the construction or placement within the Easement of any building, structures, materials, or other obstructions which may, in the sole judgment of the Grantee, endanger, interfere with the Grantee's use of the Easement or the efficiency, safety or convenient operation of said utility service(s) or related equipment. If such obstruction(s) are constructed or otherwise placed within the Easement without Grantee's prior written consent, then Grantee shall have the right to remove same from such space and seek payment from the owner for the reasonable cost of such removal. Grantor shall not make changes in the grade, elevation, or contour of the land within the Easement without prior written consent of Grantee, its successors, and assigns. Grantor agrees that Grantor, Grantor's heirs, successors, and assigns shall not individually, or in combination with others, interfere directly or indirectly with the Grantee's efficient, safe, or convenient use of this Easement.

Said consideration constitutes 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 Grantors' premises. This Utility Easement and Right-of -Way contains all covenants and terms between Grantor and Grantee related to the Easement. Any amendment or modification of this Easement must be in writing and agreed by both parties.

TO HAVE AND TO HOLD this Easement unto Grantee, its successors and assigns forever, and Grantor hereby binds Grantor, Grantor's heirs, successors, and assigns to warrant and forever defend said Easement to Grantee, its successors and assigns, against any person or entity claiming the same or any part thereof.

**GRANTOR (s):**

X \_\_\_\_\_

X \_\_\_\_\_

THE STATE OF TEXAS,

COUNTY OF \_\_\_\_\_ §

THIS INSTRUMENT was acknowledged before me by \_\_\_\_\_

on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.