

AFTER RECORDING RETURN TO:
Shady Grove SUD
3516 FM 499
Greenville, TX 75401-6037

(Re: _____)

WATERLINE EASEMENT AND RIGHT-OF-WAY
(Including Temporary Easement for Construction)

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HUNT §

That _____ ("Grantor", whether one or more) for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration paid to Grantor by the SHADY GROVE SPECIAL UTILITY DISTRICT ("Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, sell and convey unto the Grantee, its successors and assigns, a 20-foot-wide permanent easement and right-of-way (the "Easement Property") in, under, upon, over and across the following tract or parcel of land: That certain ____ acres of land, more or less, situated in the _____ Survey, Abstract No. _____, Hunt County, Texas, and more particularly described in a deed recorded in Volume _____, Page ____ of the real property records of Hunt County, Texas, Property ID# _____ which description is incorporated herein by this reference for all purposes (the "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 within the Easement Property, together with all equipment, improvements and appurtenances thereto, 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 is hereby authorized to designate the location or course of the Easement Property herein conveyed, except that when the first waterline is installed, the Easement Property shall be limited to a strip of land twenty feet (20') in width, the center line thereof being the first waterline as installed. There is expressly included in this grant the right of Grantee, its successors and assigns, at any time in the future, to install additional public waterlines and appurtenances within the Easement Property, which shall become part of the Facilities.

Grantor also grants and conveys unto Grantee an additional 10-foot-wide strip of land abutting on each side of the Easement Property, being also a part of Grantor's Property, to accommodate construction equipment, materials and excavated earth in connection with the initial installation of the Facilities within the Easement Property. The foregoing temporary construction easement will expire upon completion of the initial Facilities by Grantee.

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 within the Easement Property.

In the event the Easement Property abuts on a public road and the county or state hereafter widens or relocates the public road so as to require the relocation of the Facilities as installed, Grantor

further grants to Grantee an additional easement and right-of-way in, under, upon, over and across the Property for the purpose of laterally relocating said Facilities as may be necessary to clear the road improvements, which easement hereby granted shall be limited to a 20-foot-wide strip of land, the center line thereof being the first waterline as relocated.

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 private 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, within 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)

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF HUNT §

This instrument was acknowledged before me on _____, 20____, by _____.

Notary Public, State of Texas