

AFTER RECORDING RETURN
TO: Marilee SUD
P.O. Box 1017
Celina, Texas 75009

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

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

That _____ (hereinafter individually or collectively referred to as "Grantor"), for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration paid to Grantor by the MARILEE SPECIAL UTILITY DISTRICT ("Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto the Grantee, its successors and assigns, a permanent easement and right-of-way in, under, upon, through, over and across that certain tract of land containing _____ acres of land, more or less, Grantor located in _____ County, Texas, being more particularly described in an instrument recorded in Volume ____, Page __, or Instrument No. _____ of the real property records of _____ County, Texas (the "Property"), together with reasonable rights of ingress and egress over Grantor's adjacent lands for the purpose for which the mentioned rights herein are granted. The permanent easement and right-of-way conveyed herein shall be limited to a strip of land twenty feet (20') in width, that is adjacent and parallel to a public road, to wit _____ (the "Easement Property").

The purpose of the permanent easement granted herein is to provide a right-of-way to Grantee for installing, constructing, operating, inspecting, protecting, repairing, rebuilding, replacing, altering, upgrading, upsizing, removing, paralleling, maintaining, using, abandoning in place, reconstructing, and/or modifying 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 (the "Facilities"). There is expressly included in this grant the right of Grantee and its successors and assigns, at any time in the future, to install additional public waterlines and appurtenances within the Easement Property and the same shall become part of the Facilities.

Grantor also grants and conveys a temporary construction easement to Grantee, its successors and assigns, to accommodate construction equipment, materials, and excavated earth during the initial construction and installation of the Facilities within the Easement Property. The temporary construction easement shall be limited to an additional fifteen-foot-wide strip of land on each side of and abutting the Easement Property; being also a part of Grantor's Property. The temporary construction easement will expire immediately upon Grantee's acceptance of the completed Facilities.

Grantee shall clean up and remove all trash caused by the installation of pipelines, valves, fittings and facilities hereunder, and shall repair or replace existing fences and

repair other damages caused by said installation. Grantee shall also restore the surface of the land to a smooth contour following said installation.

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: (i) to the extent necessary the reasonable right of ingress, egress, and regress over and across lands owned by Grantor which are contiguous to the Easement Property; (ii) the right from time-to-time to remove any pavement, vegetation and structures and other obstructions that may injure the Facilities or may interfere with Grantee's use of the Easement Property for the easement purposes described herein; and (iii) the right to abandon-in-place the Facilities installed within the Easement Property.

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 the Facilities as installed, Grantor further grants to Grantee an additional easement 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 strip of land twenty feet (20') in width, the center line thereof being the pipeline as relocated.

Grantor, as owner of the Property, reserves the right to continue to use and enjoy 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 to construct and maintain private driveways and roads, fences, landscaping, sidewalks, and drainage. No building, structure, or reservoir upon, over, or across the Easement Property will be constructed without Grantee's prior written consent.

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 retail water utilities assignees. Grantor covenants that Grantor owns the Property.

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 said 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:

STATE OF TEXAS §

§ COUNTY OF _____§

This instrument was acknowledged before me on the ___day of _____, 20,
by _____.

Notary Public, State of Texas

STATE OF TEXAS §

§ COUNTY OF _____§

This instrument was acknowledged before me on the ___day of _____, 20,
by _____.

Notary Public, State of Texas