

## WATER LINE EASEMENT AND RIGHT-OF-WAY

STATE OF TEXAS }  
COUNTY OF BELL }

**GRANTOR:** \_\_\_\_\_, (hereinafter referred to as GRANTOR, whether one or more).

**GRANTEE:** 439 WATER SUPPLY CORPORATION, a member-owned, non-profit water supply corporation, the mailing address of which is 6202 Sparta Rd., Belton, Texas, 76513.

**GRANT:** Grantor has GRANTED, SOLD, and CONVEYED, and does hereby GRANT, SELL, and CONVEY, unto the Grantee, a perpetual blanket easement and right-of-way for water supply lines and related service lines, appurtenances and facilities in, on, under, over and through that certain \_\_\_\_\_ acre tract of land (the "Property") in **Bell County, Texas**, more particularly described in the instrument recorded at:

**Document/Instrument Number** \_\_\_\_\_

Volume \_\_\_\_\_, Page \_\_\_\_\_, of the Real Property Records of Bell County, Texas;

Cabinet \_\_\_\_\_, Slide \_\_\_\_\_, Plat Records of Bell County, Texas;

**Legal Description:** Lot \_\_\_\_\_, Block \_\_\_\_\_,

\_\_\_\_\_  
Bell County, Texas

**DESIGNATION OF COURSE:** The easement and right-of-way hereby granted (the "Water Line Easement") shall be limited to **fifteen feet (15')** in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed, except that when the first water supply line is installed, the easement herein granted shall be limited to a strip of land **fifteen feet (15')** in width, the center line thereof being the first water supply line as installed and extending through the 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 this water line as installed, Grantor further grants to Grantee an additional easement over and across the land described above for the purpose of laterally and relocating and linearly extending said water line as may be necessary to clear the road improvements, which easement hereby granted shall be limited to a strip of land **fifteen feet (15')** in width, the center line thereof being the pipeline as relocated and or extended.

**CONSIDERATION:** Ten dollars (\$10.00) and other good and valuable consideration cash in hand paid to Grantor by Grantee, the receipt and sufficiency of which is hereby acknowledged by Grantor.

**PURPOSE:** The Water Line Easement may be used for the purpose of laying, constructing, installing, maintaining, inspecting, operating, protecting, repairing, replacing, altering, changing the size of, extending, relocating (but only within the existing easement), substituting and/or removing water lines and any appurtenant materials (including, but not limited to, associated valves, fittings, casings, and structural supports), apparatuses and/or facilities common to and as may from time to time be deemed necessary by the Grantee in connection with the use, operation, transportation and furnishing of water services. Any additional water supply lines installed pursuant to this grant shall be adjacent to and generally parallel with the first supply line laid by Grantee within the said fifteen-foot (15') easement.

**OTHER RIGHTS GRANTED TO GRANTEE:** Grantee shall have such other rights and benefits necessary and/or convenient for the full enjoyment and use of the rights herein granted, including without limitation, (1) the reasonable right of ingress and egress over and across lands owned by Grantor which are contiguous to the Water Line Easement; (2) the reasonable right from time to time to remove any and all paving, undergrowth and other obstructions that may injure Grantee's facilities and appurtenances or interfere with the construction, maintenance, inspection, operation, protection, repair, alteration, replacement, changes of the size, relocation (as above limited), substitution or removal thereof; and (3) the right to abandon-in-place any and all water supply lines, service lines and associated appurtenances, such that Grantee shall have no obligation or liability to Grantor or their successors or assigns to move or remove any such abandoned lines or appurtenances.

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**MAILING ADDRESS:**

6202 Sparta Road  
Belton, Texas 76513

**WATER LINE EASEMENT AND RIGHT-OF-WAY**  
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**OBLIGATION OF GRANTEE:** By acceptance of this grant and utilization of any rights granted hereby, Grantee agrees that it will at all times, after doing any work pursuant to the rights hereby granted, restore the surface of the Water Line Easement to substantially the same condition as existed prior to such work; that it shall bury all water supply lines and service lines (but not those surface appurtenances, including valve stems, signs, and other facilities as are reasonable necessary for the operation of the supply lines) located within the Water Line Easement so that such lines will not create a nuisance; and that Grantee will not do any act, or fail to do any act, that will be detrimental or create a hazard to the surface of the lands covered thereby or to the use thereof. The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the utilization by the Grantee of any rights granted herein.

**HABENDUM:** TO HAVE AND TO HOLD the Water Line Easement and all and singular the rights and appurtenances thereunto belonging unto Grantee, its successors and assigns, until the first water supply line is constructed, and so long thereafter as any water line or facilities are located and operated thereon.

**WARRANTY:** Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND, all and singular, the Water Line Easement unto Grantee, its successors and assigns, against every person whomsoever claiming, or to claim, the same or any part thereof.

**SUCCESSORS AND ASSIGNS:** The Water Line Easement granted hereby and all of the rights, agreements and burdens pertaining thereto shall constitute a covenant running with the land and inure to the benefit of and shall be binding upon the Grantor, any other owner in the future on any part of the property across which the Water Line Easement runs, and the Grantee, and all of their respective successors, heirs, legal representatives, executors, administrators and assigns. Grantee's rights hereunder may be assigned in whole or in part to one or more assignees.

**COVENANT OF GRANTOR:** grantor covenants that Grantor is the owner of the above described lands and that the person signing this easement is authorized to execute the same on behalf of the owner or all the owners of the property.

EXECUTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

GRANTOR: BY: \_\_\_\_\_  
must be **signed** before a Notary Public by both {if married}

BY: \_\_\_\_\_

PRINTED NAME(S): \_\_\_\_\_

TITLE (if corporate officer): \_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF TEXAS }  
COUNTY OF BELL }

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_, by \_\_\_\_\_.

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Notary Public in and for Bell County, Texas

My commission expires as shown on Notary Seal

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