

Rural Utilities Service
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 _____ **DERBS NW** _____ (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 appurtenances, over and across the _____ **Survey**
Blk _____, Sec/Lot _____ totaling _____ acres of land, more particularly described in instrument
recorded in **Vol. _____, Page _____, File No. _____** Deed Records, _____
County, Frio Texas, together with the right of ingress and egress over Grantor's adjacent lands for the
purpose for which the above mentioned rights are granted. The easement hereby granted shall not exceed
40' in width, 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
60' in width, the center line thereof being the pipeline as installed.

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 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, testing, replacement, upgrading, relocation (as above
limited), substitution or removal thereof; and (3) the rights to abandon-in-place any and all water supply
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.

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 and/or sewer line as
installed, Grantor further grants to Grantee an additional easement over and across the land described
above for the purpose of laterally relocating said water and/or sewer line as may be necessary to clear the
road improvements, which easement hereby granted shall be limited to a strip of land 20' in width, the
center line thereof being the pipeline as relocated.

The consideration recited herein shall constitute 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 Grantor's premises. This Agreement together with other provisions of this grant shall constitute a
covenant running with the land for the benefit of the Grantee, its successors, and assigns. The Grantors
covenant that they are the owners of the above described lands and that said lands are free and clear of all
encumbrances and **liens except the following:**

Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND, all and singular, the easement herein granted to Grantee, or Grantee's successors and assigns, against every person whomsoever claiming, or to claim, the same or any part thereof. The easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of 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.

IN WITNESS WHEREOF the said Grantors have executed this instrument this _____ day of _____, 20_____

Print Name

Signature

ACKNOWLEDGMENT

STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me on _____ by _____.

(SEAL)

Notary Public, State of Texas