

APPENDIX D:
SAMPLE RIGHT OF WAY EASEMENT

EXCLUSIVE 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 **Nueces County Water Control and Improvement District #3** (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 exclusive 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 lines and appurtenances, over and across acres of land, more particularly described in instrument recorded in _____, Deed Records, Nueces County, 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 exclusive easement hereby granted shall not exceed 15' in width, and Grantee is hereby authorized to designate the course of the exclusive easement herein conveyed except that when the pipeline(s) is installed, the exclusive easement herein granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline as installed. Any future extension of said waterline and appurtenances shall require a separate exclusive easement executed by both Grantee and Grantor.

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 exclusive 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; (3) the rights to abandon-in-place any and all water supply distribution 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; (4) the rights to prohibit parallel (or near parallel) placement of other public or private utilities inside said exclusive easement; and (5) the rights to prescribe the standards and methods for both public and private utilities to cross the 15' exclusive easement.

In the event the exclusive 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 exclusive easement over and across the land described above for the purpose of laterally relocating said water line as may be necessary to clear the road improvements, which exclusive easement hereby granted shall be limited to a strip of land 15' 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 exclusive 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 exclusive 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.

This exclusive 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 exclusive 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 _____, _____.

ACKNOWLEDGMENT
(Individual)

State of Texas §

County of Nueces §

This instrument was acknowledged before me on _____ by

_____.

(seal)

Notary Public, State of Texas