

STATE OF TEXAS
COUNTY OF _____

PUBLIC UTILITY AND ACCESS EASEMENT AGREEMENT

_____, and spouse, _____,
together hereinafter called "Grantor", herein, does hereby grant, sell, and convey unto Texas
Water Systems, Inc., hereinafter called "Grantee" a 15 foot wide water utility easement and
right-of-way upon and across the following described property of the Grantor:

(legal description) _____

The easement granted herein is appurtenant to the dominant tenement.

The right-of-way, easement, rights, and privileges herein granted shall be for vehicular access,
with privilege of necessary driveway construction and surfacing. Also, for placing, constructing,
operating, maintaining, rebuilding, replacing, relocating, testing, inspecting, and removing water
utility facilities, including but not limited to, water mains and service lines necessary to serve
Grantor and/or adjacent properties and their successors or assigns.

The easement, rights, and privileges herein granted shall be perpetual. Grantor hereby binds
himself, his heirs, successors, assigns, and their legal representatives, to warrant and forever
defend the above described easement and rights unto Grantee, its successors, and its assigns,
against every person whomsoever lawfully claiming or to claim the same or any part thereof.

The easement, rights, and privileges granted herein are exclusive, and Grantor covenants that
they will not convey any other easement or conflicting rights within the area conveyed by this
grant.

Grantee shall have the right to cut and trim trees or shrubbery which may encroach upon the
easement area herein conveyed, and Grantee shall dispose of such trimmings and cuttings by
loading and hauling away from the premises. Grantor shall have the right to determine the
specific route of the line in the interest of protecting existing trees.

Inclusions:

This document is inclusive to provide right of easement to all existing Texas Water Systems, Inc. water lines installed prior to it's effective date.

Location: (911 address) _____

This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing, signed by the party to be charged.

In the event of controversy, claim, or dispute relating to this instrument or the breach thereof, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees, and costs, such expenses, fees, or costs being reasonable in relationship to the value of the property, right or privilege in controversy.

Grantor

Grantor

ACKNOWLEDGEMENT

STATE OF TEXAS
COUNTY OF _____

This instrument was acknowledged before the undersigned notary public _____ on the _____ day of _____, 2017

IN WITNESS, WHEREOF, this instrument is executed this _____ day of _____, 2017.

Return to:
Texas Water Systems
7891 US Hwy 271
Tyler, Tx 75708

Notary Public in and for the State of Texas

Printed name of Notary
Commission expires: _____