

FROM: \_\_\_\_\_

TO: S.S. WATER SUPPLY CORP.  
**GRANTEE**

**GRANTOR/GRANTORS**

**S.S. WATER SUPPLY CORPORATION  
REAL ESTATE EASEMENT FOR LOTS  
WITH SANITARY SEWER SYSTEM**

STATE OF TEXAS

§

**KNOW ALL PERSONS:**

COUNTY OF WILSON

§

That \_\_\_\_\_, designated below as Grantor, of the County of Wilson, State of Texas, for TEN DOLLARS (\$10.00) and other good and valuable consideration, including the enhanced value of land due to the availability of potable water pursuant to the terms of Grantee's Tariff, the sufficiency and receipt of which is hereby acknowledged. does hereby grant, sell and convey unto S.S. Water Supply Corporation, a non-profit organization performing potable water supply utility functions pursuant to law, designated as the Grantee, it's successors and assigns, a non-exclusive Utility Easement(s) and right(s) - of - way within the Grantor's **land LOCATED IN WILSON COUNTY, TEXAS, SAID PROPERTY CONTAINING \_\_\_\_\_ ACRES OF LAND, OUT OF \_\_\_\_\_ Survey \_\_\_\_\_ WILSON COUNTY, TEXAS. WHICH PROPERTY IS MORE PARTICULARLY DESCRIBED IN A \_\_\_\_\_, WHICH INSTRUMENT IS RECORDED IN THE \_\_\_\_\_ OF RECORDS OF WILSON COUNTY, APPEARING IN VOLUME \_\_\_\_\_, PAGE \_\_\_\_\_, DATED \_\_\_\_\_.**

This is a permanent easement, five (5) feet wide parallel to and running with the sides and rear of the property lines, and ten (10) feet parallel to and running with the front property line adjacent to the road right of way which shall be for the purpose of installing water lines belonging to the grantee. Said permanent Easement shall allow the Grantee, its successors and assigns, the right to : 1) erect, construct, install, and lay; 2) and thereafter use, operate, inspect, repair, maintain, and replace; and 3) remove and replace, enlarge, or add to said water pipelines and appurtenances over and across the permanent Easement; and this permanent Easement shall constitute a covenant running with the land for the benefit of the Grantee, its successors and assigns. The permanent Easement herein granted shall be limited to a strip of land five (5) feet (with exceptions) in width being parallel and adjacent to the property line, or if not first adjacent to a property line, based on the centerline of the pipeline as first installed.

Also conveyed herewith is a temporary construction and maintenance Easement that is simultaneously granted by the Grantor, which may be used from time-to-time, for initial construction and any subsequent construction, plus all reasonably necessary maintenance of the pipelines above described. Said temporary Easement shall consist of a five (5) foot corridor on either side, parallel, and adjacent to, the permanent five (5) foot Easement with the above exception. In the case of the permanent Easement being parallel and adjacent to a property line, the temporary Easement shall be only on one side of the permanent Easement on the Grantor's property.

Grantor hereby includes all necessary rights of ingress and egress, that may be required to use the permanent and temporary construction and maintenance Easement for the Right-of-Way above specified, as may be necessary for the purpose of construction, reconstructing, inspecting, patrolling, maintaining, removing and replacing or enlarging said lines and appurtenances. Included in this Grant of Easement is the right to remove from said lands all trees, shrubs, and parts there of, or other obstructions which in any way endanger or may interfere with the efficiency of said pipelines or other appurtenances thereto. Grantor specifically agrees that no building or structure of any kind will hereafter be erected or placed by the Grantor, its successors and assigns, on said Easement of right-of-way hereinabove granted, except by written approval of the Grantee. Grantee agrees to restore the land surface after entering said Easement for the purposes stated herein.

**After recording send to: S.S.WSC, 10393 US HWY 87 W, LaVernia, TX 78121**

Grantor further does acknowledge that in the granting of this Easement, a water service agreement may not have been entered into at this time. Membership in the S.S. Water Supply Corporation shall be required, as such Membership shall be as defined by the terms as provided for in the Grantee's Water Service Tariff in effect at the time of the Grantor's application (as may be adopted by the Board of Directors from time to time). Grantor further acknowledges that the Grantee has not specified a price or condition for water service as a condition of this Easement, as the terms of water service are regulated by the Tariff which will be in effect when the water service is requested.

Grantor acknowledges that the consideration recited above shall and does constitute payment in full for all damages, if any, sustained by the Grantor by reason of the present or future installation, repair, replacement, or enlargements of the pipelines referred to above. The Grantee will maintain such Easement in a state of good repair so that no damages will result from its reasonable use by Grantee.

Grantor covenants that he is the owner of the above specified and described lands, and that the lands are free and clear of all encumbrances and liens.

The Grantee has received Federal financial assistance, and has agreed to certain Non-discriminatory provisions of law, in connection with such Federal assistance. This Easement is subject to and controlled by the provisions of Title VII of the Civil Rights Act of 1964, as Amended, and the regulations issued pursuant thereto, for so long as the Easement shall continue to be used for the same or similar purpose for which the financial assistance was extended, or for so long as the Grantee owns it, whichever is longer.

**TO HAVE AND TO HOLD** the above described Non- Exclusive Easements and right of way is granted, sold and conveyed to S.S. Water Supply Corporation, it's successors and assigns, until the use of said Easement shall be permanently abandoned. Any abandonment of this Easement shall be accomplished by written notice to the Grantor or Grantor's heirs, assigns, Executors, or successors.

And, Grantor hereby does bind himself, successors, assigns, heirs and legal representatives, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

**EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

\_\_\_\_\_  
**Grantor:**

\_\_\_\_\_  
**Grantor:**

**ACKNOWLEDGMENT**

**STATE OF TEXAS** §

**COUNTY OF** \_\_\_\_\_ §

Before me, the undersigned, a Notary Public in and for the said County and State, on this date personally appeared: \_\_\_\_\_ known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

**GIVEN UNTO MY HAND AND SEAL OFFICE** this the \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

**SEAL**

\_\_\_\_\_  
**Notary Public, State of Texas**

**ACKNOWLEDGMENT**

**STATE OF TEXAS** §

**COUNTY OF \_\_\_\_\_** §

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**SEAL**

\_\_\_\_\_  
**Notary Public, State of Texas**