



Hickory Creek Special Utility District

101 N. 1st Street
P.O. Box 540
Celeste, Texas 75423
903.568.4760

RIGHT-OF-WAY UTILITY EXCLUSIVE EASEMENT AND COVENANT OF ACCESS

STATE OF TEXAS §
COUNTY OF § KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, hereinafter called "Grantor" for the provision of utility service and/or other benefits and for good and valuable consideration does hereby covenant access to and grant, sell, and convey unto HICKORY CREEK SPECIAL UTILITY DISTRICT. (hereinafter called the "Hickory Creek SUD"), an exclusive easement and right-of-way in, into, upon, across, and under the property described as

hereto and incorporated herein by reference described in instrument recorded in Document Number - Deed Records.

The right-of-way, easement, rights and privileges herein granted shall be used for the express purpose of providing water utility service including placing, installing, constructing, operating, repairing, inspecting, rebuilding, removing, and relocating water lines, transmission or distribution facilities or equipment, other utility lines, as well as reading any meter or performing any act related to the provision of the utility service. Hickory Creek SUD is specifically granted pedestrian, equipment and vehicular ingress and egress.

The width of the easement shall be 30 feet, preferably one-half (1/2) such distance on either side of Hickory Creek SUD's lines, or other facilities, and shall include the subsurface below and the space above.

The easement, right, and privilege herein granted shall be perpetual, appurtenant to the land, and shall inure to the benefit of Hickory Creek SUDs representatives, successors and assigns. Grantor represents that he or she is the owner of the above-described tract of land and binds himself/herself, his/her heirs, representatives, successors and assigns, to warrant and forever defend the easement and rights described herein to Hickory Creek SUD, its representatives, successors and assigns.

The easement, right, and privilege herein granted are exclusive, and Grantor covenants that it will not convey any other easement or conflicting rights within the area covered by the grant to any other person.

It is further intended that easement and covenant of access granted herein to Hickory Creek SUD is expressly excepted from any right of reversion of said premises under any prior deeds in Grantor's chain of title.

It is expressly provided, however, that in the event the easement granted herein has not been used by Hickory Creek SUD as provided herein for a period of not less than twenty-four (24) consecutive months and that such easement has been abandoned, that upon the written request of the Grantor, or their successors or assigns, Hickory Creek SUD will, at its expense, release so much of the easement that has been abandoned.

Hickory Creek SUD shall have the right to use so much of the surface of the hereinbefore described property of Grantor as may be reasonably necessary to contract and/or install within the right of way granted hereby the facilities that may at any time be necessary for the purposes herein specified.

Hickory Creek SUD shall have the right to clear the right-of-way of all obstructions, to cut, remove and trim trees within the right-of-way and to chemically treat with herbicides, as necessary.

Grantor agrees that all pipes, appliances, and equipment installed upon the easement property shall at all times remain the property of Hickory Creek SUD and is removable at the option of Hickory Creek SUD.

This instrument, and the terms and conditions contained herein, shall inure to the benefit of and be binding upon Hickory Creek SUD and grantor, and their respective heirs, personal representatives, successors, and assigns.

Grantor further covenants that Grantor, his heirs, successors, and assigns shall facilitate and assist Hickory Creek SUD personnel in exercising their rights and privileges herein described at all reasonable times. Grantor further covenants that Grantor, his/her heirs, successors and assigns shall refrain from constructing appurtenances, building, etc., and storing equipment, materials or any objects, or operating any machinery or conducting any activity in or around the easement that compromises safety or in any way violates the current National Safety Code clearances. Grantor shall not construct or locate on the easement property any structure, obstruction or improvement which will interfere with Hickory Creek SUD's use of the easement. Hickory Creek SUD shall have the right to remove from the easement property any structure, improvement, or obstruction and Grantor agrees to pay Hickory Creek SUD the reasonable cost of such removal and this agreement shall be a covenant running with the land for the benefit of Hickory Creek SUD.

Date: _____

THE STATE OF TEXAS §
COUNTY OF HUNT §

BEFORE ME, the undersigned authority, on this day 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 UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, _____.

Notary Public Signature
State of Texas

After recording, return this document to:
Hickory Creek Special Utility District