

AFTER RECORDING RETURN TO:
Verona Special Utility District
408 W FM 545, Suite 400
Blue Ridge, TX 75424

WATER UTILITY EASEMENT AND RIGHT-OF-WAY
(Including a Temporary Easement for Construction)

THAT _____ ("Grantor"), for and in consideration of ten dollars (\$10.00) and other good and valuable consideration paid by VERONA SPECIAL UTILITY DISTRICT ("Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, sell and convey unto Grantee, and to Grantee's successors and assigns, a perpetual easement and right-of-way in, under, upon, over and across a tract of land containing ____ acres, more or less, as more particularly described in a deed recorded as Instrument No. _____ in the Official Public Records of Collin County, Texas (the "Property").

Grantee is hereby authorized to designate the course of the perpetual easement and right-of-way, which shall be limited to 30-foot-wide strip of land, the center line thereof being the first waterline installed on the Property by Grantee hereunder (the "Easement Property").

The purpose of the perpetual easement and right-of-way conveyed herein is to provide a right-of-way to Grantee with rights to construct, install, repair, maintain, operate, inspect, rebuild, replace, relocate, remove, and modify public waterlines and related appurtenances within the Easement Property to supply and provide public water utility service to the Property and to other current and future customers of Grantee's water utility system (the "Facilities").

Grantor also grants and conveys unto Grantee a temporary construction easement being additional 5-foot-wide strips of land along and adjacent to the boundary lines of the Easement Property to accommodate construction equipment, materials, and excavated earth during construction of the Facilities in the Easement Property. The temporary construction easement shall terminate upon Grantee completing construction of the Facilities.

Grantee shall have such other rights and benefits as necessary or convenient for the full use and enjoyment of the easement rights granted herein including, without limitation: (1) the reasonable right of ingress, egress and regress over and across lands owned by Grantor that are contiguous to the Easement Property only to the extent that the Easement Property is not accessible by using existing public rights-of-way; (2) the right from time-to-time to remove any trees and undergrowth, structures, and other obstructions within the Easement Property which, in the reasonable opinion of Grantee, may be a hazard to the Facilities or which may otherwise interfere with the exercise of Grantee's rights hereunder; and, (3) the right to abandon-in-place the Facilities.

Upon completing any construction, maintenance, repairs or other subsequent work within the Easement Property, Grantee shall promptly repair any material damage to the Easement Property

or Property caused by such work so as to restore the Property to substantially the same condition it was in prior to the commencement of such construction, maintenance, repairs or other work.

Grantor, as owner of the Property, reserves the right to continue to use and enjoy the surface of the Easement Property for all purposes that do not interfere with or interrupt the use or enjoyment of the Easement Property by Grantee for the easement purposes stated herein including pasturage and agricultural uses, and for construction and maintenance of public and private driveways and roads, fences, landscaping, sidewalks, and drainage.

The consideration recited herein shall constitute payment in full for the rights of Grantee to install the Facilities, now and in the future, within the Easement Property. The provisions of this grant shall constitute a covenant running with the land for the benefit of Grantee. The easement rights of use granted herein are exclusive to Grantee. Grantor covenants that Grantor owns the Property.

TO HAVE AND TO HOLD the Easement Property and the rights appurtenant thereto unto the Grantee until the Facilities are declared permanently abandoned by Grantee, in which event the Easement Property and the rights appurtenant thereto shall terminate and revert to Grantor.

Grantor binds Grantor and Grantor's successors and assigns to WARRANT AND FOREVER DEFEND, all and singular, the property rights and interests herein granted to Grantee against every person whomsoever claiming or to claim the same or any part thereof.

When context requires, singular nouns and pronouns include the plural. Any reference to Grantee in this instrument includes Grantee's successors and assigns. Any reference to Grantor in this instrument includes Grantor's heirs, executors, administrators, and successors.

GRANTOR:

STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 20____
by _____.

Notary Public, State of Texas