

Utility Easement

The State of Texas           §  
  §  
County of Galveston       §

\_\_\_\_\_ and \_\_\_\_\_, of Galveston County, Texas, (the "Grantor" whether one person or more), for and in consideration of ONE AND NO/100 (\$1.00) dollar cash and other valuable consideration in hand paid by the **Bolivar Peninsula Special Utility District** (the "District"), 1840 Highway 87, Crystal Beach, Texas 77650, the receipt and sufficiency of which is hereby acknowledged and confessed, have GRANTED, SOLD and CONVEYED to the District, a perpetual, right-of-way and easement (the "Easement") with the right to construct, install, lay, operate, maintain and repair water and/or sewer service facilities and improvements on, under, over and across the real property described as \_\_\_\_\_, Galveston County, Texas, according to the map thereof as recorded in Volume \_\_\_\_\_, Page \_\_\_\_\_ of the Map Records of Galveston County, Texas (the "Property").

Grantor agrees that upon construction of water and/or sanitary sewer service system facilities or improvements, the easement shall be fifteen (15') feet, seven and one-half (7½") feet on each side of the center line of any utility system improvements including water and/or sewer service lines located within the Easement. District shall place utility system improvements so as to create the least possible interference with Grantor's existing improvements. The consideration hereinabove recited shall constitute payment in full for any damage to the Property of Grantor, Grantor's successors and assigns, by reason of construction and maintenance of the utility system improvements or related facilities.

District shall have the exclusive right to locate utility system improvements on, under and across the Property. District shall have egress and ingress across the Property and shall be permitted to remove or trim any tree, bush or shrub infringing into or over the Easement hereby conveyed.

This Easement together with all of its provisions shall constitute a covenant running with the land for the benefit of the District, its successors and assigns. The Grantor(s) covenant that they are the owners of the Property, and said Property is free and clear of all encumbrances and liens except for mortgage liens against the Property and except for the additional encumbrances:

- None
- Other: \_\_\_\_\_

TO HAVE AND TO HOLD the above described easement, together with all and singular the rights and appurtenances thereto in any wise belonging, unto the District, its successors and assigns forever; and Grantor does hereby bind Grantor, Grantor's heirs, executors and administrators to WARRANT AND FOREVER DEFEND all and singular the easement to the District, its successors and assigns, against every person whomsoever lawfully claiming or to claim the said or any part thereof.

This Easement does not convey any interest of Grantor in any of the oil, gas or other minerals, in, on, under or to or that may be produced from the Property, and the District, its successors and assigns, shall never participate in any of the proceeds of any oil, gas or mineral lease or the royalty there from by reason of this Easement.

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

Address of Grantor:

**GRANTOR(S)**

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

Telephone: (        ) \_\_\_\_\_

\_\_\_\_\_  
Signature

STATE OF TEXAS

COUNTY OF GALVESTON

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, by \_\_\_\_\_.

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

**AFTER RECORDING, RETURN TO:**  
Bolivar Peninsula Special Utility District  
P. O. Box 1398  
Crystal Beach, Texas 77650