



UNITED STATES DEPARTMENT OF AGRICULTURE
Rural Utilities Service

RIGHT-OF-WAY EASEMENT (Location of Easement Required)

KNOW ALL MEN BY THESE PRESENTS, That Hopkins County, Precinct 3 (hereinafter called "Grantors"), in consideration of one dollar (\$1.00) and other good and valuable consideration paid by Brinker WSC, (hereinafter call "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said grantee, its successors, and assigns, a perpetual easement with the right to erect, construct, install, and lay a 4 inch water line on the east side right-of-way of County Road 3528 starting at County Road 3600 going north approximately 2,580 feet, (see attached map) and thereafter access and use, operate, inspect, repair, maintain, replace upgrade, parallel and remove water distribution and appurtenances, over and across County Road 3528, more particularly County Road 3528 east side right-of-way, in Hopkins County, Texas, together with the right of ingress and egress over Grantors' land for the purposes for which the above mentioned rights are granted. The easement hereby granted shall not exceed 15' in width, the center line thereof to be located across said land as follows:

Grantee shall have such other rights and benefits necessary and/or convenient for the full enjoyment and use of the rights herein granted, including without limitation, (1) the reasonable right of ingress and egress over and across lands owned by Grantor which are contiguous to the easement; (2) the reasonable right from time to time to remove any and all, undergrowth and other obstructions that may injure the Grantee's facilities and appurtenances or interfere with the construction, maintenance, inspection, operation, protection, repair, alteration, testing, replacement, upgrading, relocation (as above limited), substitution or removal thereof; and (3) the right to abandon-in-place any and all water supply lines, service lines and associated appurtenances, such that Grantee shall have no obligation or liability to Grantor, or their successor or assigns, to move or remove any such abandoned lines or appurtenances.

Brinker WSC is also requesting approval for 2 road bores on County Road 3531 and 1 road bore on County Road 3531 (see attached map).

In the event the county or state hereafter widens or relocates any public road so as to require the relocation of this water line as installed, Grantor further grants to Grantee an additional easement over and across the land described above for the purpose of laterally relocating said water lines as may be necessary to clear the road improvements, which easement hereby granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline as relocated.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantors by reason of the installation of the structures referred to herein, and the Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damages will result from its use to Grantors' premises. This agreement together with other provisions of this grant shall constitute a covenant running with the county road for the benefit of the Grantee, its successors, and assigns. The Grantors covenant that they have a right-of-way on the above described road and that said road is free and clear of all encumbrances and liens.

Form RD-TX 442-8
(Rev. 6-06)

Grantor does hereby bind itself, its successors and assigns, to **WARRANT AND FOREVER DEFEND**, all and singular, the easement herein granted to Grantee, or Grantee's successors and assigns, against every person whomsoever claiming, or to claim, the same or any part thereof.

The easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the easement continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the grantee owns it, whichever is longer.

IN WITNESS WHEREOF the said Grantors have executed this instrument this 10 day of February, 20 20.

Robert Newsom
Hopkins County Judge

ACKNOWLEDGEMENT
(Individual)

STATE OF TEXAS
COUNTY OF Hopkins

This instrument was acknowledged before me on February 10, 2020 by Robert Newsom, County Judge

(Seal) Donna L. Goins
Notary Public, State of Texas



County Road Bore



Approximately 1.4 miles

CR 3526

Weaver - north side of Hwy. 67 starting east side of Weaver Baptist Church

James Baxter Property

Ann Pate Watson Property

BrinkerWSC requesting County Right-of-Way Easement to lay 4" Water Line (replacing 1 1/2" line) Approximately 2,580 ft

CR 3528

County Road Bore

CR 3600 Abandoned

County Road & Railroad Bore = 1 bore together

Weaver Baptist Church

Railroad Track

CR 3531
Weaver Cemetery

4" line

Start new 4" line

Hwy. 67

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Jim Horton - General Manager