

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS: THAT _____, hereinafter referred to as “Grantor,” whether one or more, for the sum of One Dollar (\$1.00) and other good and valuable consideration in hand paid, the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains, sells, conveys and warrants unto RURAL WATER DISTRICT NO. 3, WASHINGTON COUNTY, OKLAHOMA, an Oklahoma corporation, hereinafter referred to as “Grantee,” its successors and assigns, the perpetual right, privilege and authority to construct, maintain, reconstruct, and remove an underground water pipeline or pipelines together with other structures, appurtenances and fixtures, including meters, for the transportation and distribution of water under and across the following described real property and premises situated in Tulsa County, State of Oklahoma, to-wit:

Said right of way to be _____ feet in width.

Grantor warrants that the surface of the earth will not be lowered without prior consent of grantee. This covenant is recognized as being necessary for the protection of the underground facilities and the public.

ALSO granting said grantee, its successors and assigns, the perpetual right, privilege and authority to prevent the placement of any structure that may in the judgment of the grantee, interfere with or endanger said underground water system or its maintenance and operation; and to enter upon the above described premises for the purpose of constructing, operating, maintaining, reconstructing and removing its said underground water system aforesaid and further granting to said grantee, its successors and assigns, the right, privilege and authority to construct, operate, maintain, reconstruct and remove such underground water system, under, upon, over and across any street, alley, highway, railroad or other right of way now or hereafter established and existing on or across said premises or adjoining the same or adjacent thereto.

Provided, that such pipeline shall be buried under the ground and shall not interfere with the use of said premises by Grantors, however, that Grantor or Grantor’s assigns may install landscaping and/or paving over said easement area under the condition that Grantor shall be responsible for the repair or damage occasioned by installation or maintenance of said water main and related equipment and further covenants and agrees that in the event the terms of this paragraph are violated by the grantor or any person in privy with it, such violation will be promptly corrected and eliminated immediately upon receipt of notice from Rural Water District, or Rural Water District shall have the right to remove or otherwise eliminate such violation, and grantor, its successors and assigns, shall promptly pay the actual cost thereof.

The consideration recited herein shall constitute payment in full for the easement referred to herein and the Grantee will maintain such easement in a state of good repair and efficiency so that no 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 land for the benefit of the Grantee, its successors and assigns. The Grantors covenant that they are the owners of the above-described real estate.

IN WITNESS WHEREOF, the grantor has executed this instrument this _____ day of _____, 20_____.

STATE OF OKLAHOMA)ss.
COUNTY OF _____

BEFORE ME, the undersigned, a Notary Public in and for said County and State this ___day of _____, 20_____, personally appeared _____

_____ to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS MY HAND and official seal the day and year last above written.

Notary Public

My commission expires:_____