



AFTER RECORDING RETURN TO:  
NORTH COLLIN S.U.D.  
PO BOX 343  
2333 SAM RAYBURN HWY  
MELISSA, TX 75454-0343

**RIGHT OF WAY EASEMENT  
(General Type Easement)**

KNOW ALL MEN BY THESE PRESENTS, that Van Buren Estates LLC,  
(hereinafter called "Grantors"), in consideration of one dollar (\$1.00) and other good and valuable  
consideration paid by North Collin Special Utility District, (hereinafter called "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 and  
thereafter access and use, operate, inspect, repair, maintain, replace, upgrade, parallel and remove water  
distribution lines and appurtenances and any other facilities necessary to serve Grantors' property as well as  
the Grantee's current and future system-wide customers, under, over and across 135.37 acres of land,  
more particularly described in instrument recorded in Vol. S, Page 902, Deed Records, Collin County,  
Texas, together with the right of ingress and egress over Grantor's adjacent lands for the purpose for which the  
above mentioned rights are granted. The easement hereby granted shall not exceed 15' in width, and Grantee  
is hereby authorized to designate the course of the easement herein conveyed except that when the pipeline(s)  
is installed, the easement herein granted shall be limited to a strip of land 15' in width the center line thereof  
being the pipeline as installed.

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 paving, undergrowth and other obstructions that may injure Grantee's  
facilities and appurtenances or interfere with the construction, maintenance, inspection, operation, protection,  
repair, alteration, testing, replacement, upgrading, paralleling, 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 successors  
or assigns to move or remove any such abandoned lines or appurtenances.

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 land for the benefit of the Grantee, its successors, and assigns. The Grantors covenant that they are the  
owners of the above described land and that said lands are free and clear of all encumbrances and liens except  
the following:

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 the 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 28<sup>th</sup> day of August, 2017.

Amy Burnside managing member Van Buren Estates, LLC  
Owner Signature

Amy Burnside  
Print Name

\_\_\_\_\_  
Owner Signature  
\_\_\_\_\_  
Print Name

**ACKNOWLEDGEMENT**

STATE OF TEXAS  
COUNTY OF ~~COLLIN~~: Fannin

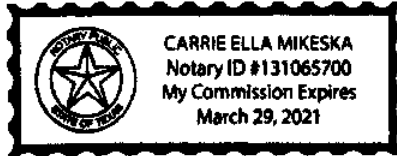
BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Amy Burnside known to me to be the person(s) whose name(s) is(are) subscribed to the foregoing instrument, and acknowledged to me that he (she) (they) executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 28 day of August, 2017.

Carrie Mikeska

Fannin County, Texas.  
(Notary Public in and for)

(Seal)



Filed and Recorded  
Official Public Records  
Stacey Kemp, County Clerk  
Collin County, TEXAS  
05/21/2021 12:48:28 PM  
\$30.00 TBARNETT  
20210521001031460



Stacey Kemp