

UTILITY RIGHT OF WAY EASEMENT

THE STATE OF LOUISIANA
PARISH OF BEAUREGARD

That _____, herein after referred to as "Applicant", does consent and agree to permit Waterworks District No. 2 (Two), Parish of Beauregard, herein after referred to as "Utilities" to use a right of way/easement to cross private property. Such right of way/easement being described as _____ (physical address), to be used for the purposes of installation, operation and maintenance of (but not limited too) water lines and water meter, upon the following conditions.

I.

That Applicant, his successors or assigns shall maintain and keep in slightly conditions all of the easement area and improvements situated thereon; and, that Waterworks District No. 2 (Two), Parish of Beauregard shall not become responsible for such maintenance at any time in the future. Applicant shall repair any damage to Waterworks District Two, Parish of Beauregard, or Utility facilities caused by Applicant within a reasonable time.

II

That applicant shall and does hereby agree to indemnify and hold harmless Waterworks District Two (2) Parish of Beauregard from any and all damages, loss, or liability of any kind whatsoever by reason of injury to property or third person occasioned by its use of the easement/right of way or act of omission, neglect or wrong doing of Applicant, his officers, agents, employees, invitees or other persons, with regard to the improvements and maintenance of such improvements; and the Applicant shall, at his own cost and expense, defend and protect Waterworks District Two (2), Parish of Beauregard, against any and all such claims and demands.

III

The Applicant, his successors or assigns shall not seek compensation from Waterworks District Two (2), Parish of Beauregard, for loss of the value of the improvements made hereunder when such improvements are required to be removed by Applicant.

IV

That Applicant shall arrange for all activities and improvements in the easements to be discontinued and/or removed within (30) days of notification by Waterworks District Two (2), Parish of Beauregard as well as property adjacent to the easement/right of way necessitated by such discontinuation of the easement/right of way use, shall be borne by the Applicant.

V

That any permit granted by the "Utilities" is subject to revocation at any time. That all excavations within the limits of the right of way/easement shall be backfilled. Where sod is removed or destroyed, it shall be replaced.

The consent and other provisions of this Right of Way/Easement shall bind all future owners/Applicants of this land and shall for all purposes be considered a covenant running with the land.

IN WITNESS WHEREOF, the APPLICANT(S) have executed this instrument this ____ day of _____, 20____

Owner

Applicant

Agent of Waterworks District No. 2
Parish of Beauregard (seal)

SWORN TO AND SUBSCRIBED Before Me, this ____ day of _____, 20____, at _____, Louisiana.

Notary Public

Printed or Typed Name (as commissioned): _____
Notary ID or Bar Roll No.: _____

