

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that _____ and _____, individually, (hereinafter called "Grantors"), in consideration of one dollar (\$1.00) and other good and valuable consideration paid by Cross Country Water Supply Corporation (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, do 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 use, operate, inspect, repair, maintain, replace, and remove water distribution lines and appurtenances over and across _____ acres of real property more particularly described in instrument recorded in Volume/Page # _____ Deed Records, Bosque County, Texas. 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.

In the event the easement hereby abuts on a public road and the county or state hereafter widens or relocates the public road so as to require the relocation of this water line as installed, Grantors further grant to Grantee an additional easement over and across the land described above for the purpose of laterally relocating said water line as may be necessary to clear the road improvements, which easement hereby granted shall be limited to a strip of land 15' in width, lying 7.5 feet on each side of the center line of the pipeline as relocated.

The consideration recited herein constitutes payment in full for any and all damages sustained by Grantors by reason of the location of the structures referred to herein and the Grantee will maintain such easement in state of good repair and efficiency so that no unreasonable damages will result from its use to Grantors' premises. Upon the completion of installation of Grantee's facilities, or any repair to the water line or pipeline, Grantee shall restore the above ground property to the condition in which it existed prior to the installation or repair of the water line or pipeline, at Grantee's sole cost and expense. 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 lands and that said lands are free and clear of all encumbrances and liens except the following:

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 purposes for which financial assistance has been or will be extended or for so long as the Grantee owns it, whichever is longer.

This instrument was prepared based on information furnished by the parties, and no independent title search has been made.

IN WITNESS WHEREOF the said Grantors have executed this instrument this _____ day of _____, 20____.

ACKNOWLEDGEMENT

STATE OF TEXAS, COUNTY OF _____

BEFORE ME, the undersigned a Notary Public in and for said County and State, on this day personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same in the capacities therein stated, for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE _____ DAY OF _____, 20____.

(Seal)

Notary Public

Address of Grantee:
Cross Country Water Supply Corporation
14933 Wortham Bend Road
China Spring, TX 76633