

STATE OF TEXAS §

COUNTY OF COOKE §

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that _____ and _____, husband and wife/a single person (hereinafter referred to as "Grantor"), for and in consideration of the benefits accruing to Grantor as the owner of property benefited by this grant of right of way, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, grants, sells and conveys to the Mountain Springs Water Supply Corporation (hereinafter referred to as "Grantee") a permanent easement over, upon and across Grantor's property described in a Deed recorded in Vol._____, page_____ of the Official public Records of Cooke County, Texas, for the purpose of placing constructing, operating, inspecting, repairing, replacing, relocating and removing a waterline or waterlines, and for making connections therewith. The easement hereby granted is a 30 foot wide strip of land, measured from the centerline of the waterline or waterlines, the location of which shall be determined by Grantee as reasonably necessary and convenient for the purposes of easement, (hereinafter referred to as "Easement Property") together with the right of ingress and egress over the surface of Grantor's property that is adjacent to the Easement Property as may be reasonably necessary for the easement purposes herein recited. In the event that the easement hereby granted is in the vicinity of a public road, and the county or state widens or relocates the public road, thereby, making it required or advisable to relocate the waterline as installed, Grantor further grants to Grantee an additional easement over and across Grantor's property for the purpose of relocating the waterline.

Grantor warrants that he is the owner of the property, and binds Grantor and Grantor's heirs, executors, administrators, successors and assigns to warrant and forever defend all and singular the property interests herein conveyed to Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This easement is appurtenant to and runs with all or any portion of Grantors land described in the Deed referenced above, and shall inure to the benefit of Grantee and Grantee's successors and assigns.

In the event of any breach or threatened breach of the Easement by any party or their successors or assigns, and the default or threat continues after the claiming party gives the defaulting party notice of the claim of default and a reasonable opportunity to cure the default (if the default is capable of being cured), then the claiming party may enforce the terms of this Easement by restraining order and by temporary land permanent injunction, prohibiting such breach and commanding the offending party to comply with all the terms of the Easement. Restraining orders and injunctions will be obtainable upon proof of inadequacy of legal remedies or irreparable harm, and shall be obtainable only by the parties hereto or those benefited hereby; provided however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or waiver of any other rights or remedies available at law or in equity. Any party who is the prevailing party in any legal proceedings against another party brought under or in connection with this Easement Agreement or the subject matter hereof, is additionally entitled to recover reasonable attorney's fees, expert fees, and all other litigation expenses.

If any provision in this agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof, and this agreement shall be construed as if the unenforceable provision had never been a part of this Agreement. Whenever the context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice-versa.

This Easement Agreement may be amended, modified, or terminated, in whole or in part, only by the written agreement of the parties, or their successors and assigns.

Date

Grantor

Grantor

ACKNOWLEDGEMENT

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 20____
by _____.

Notary Public, State of Texas

ACKNOWLEDGEMENT

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 20____
by _____.

Notary Public, State of Texas