

BIROME WATER SUPPLY CORPORATION
WATER PIPELINE RIGHT OF WAY EASEMENT

Grantor: _____

Grantor=s Mailing Address: _____

Grantee: BIROME WATER SUPPLY CORPORATION

Grantee=s Mailing Address: Route 1, Box 73, Mount Calm, Texas 76673

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of One Dollars (\$1) and other good and valuable consideration, the sufficiency of which is hereby acknowledged, Grantor does hereby grant, bargain, sell, transfer, and convey unto the Grantee, its successors and assigns, a perpetual easement with the right to erect, construct, install, lay and thereafter use, operate, inspect, repair, maintain, replace and remove water distribution lines and appurtenances over and across the land of Grantor situated in _____ County, Texas, being described as follows: _____ acres of land, and _____ Survey, _____, _____ County, Texas, more particularly described in an instrument recorded in Volume _____, page _____ of the Official Public Records of _____ County, Texas, together with the right of ingress and egress over Grantor's adjacent lands for the purposes of this easement.

The easement hereby granted shall be 20 feet in width and Grantee is hereby authorized to designate the course of the easement conveyed, except that when the pipeline(s) is installed, the easement herein granted shall be limited to a strip of land 20 feet in width, the center line thereof being the pipeline(s) as installed.

In the event the easement hereby granted 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, Grantor further grants 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 20 feet in width, the centerline thereof being the pipeline(s) as relocated.

The consideration herein recited shall constitute payment in full for any damages to the land of the Grantor, Grantor=s successors and assigns, by reason of the installation, operation, and maintenance of the structures or improvements referred to herein. The Grantee covenants to maintain the easement in good repair so that no unreasonable damage will result from its use to the land of Grantor, Grantor=s successors and assigns. The grant and other provisions of this easement shall constitute a covenant running with the land for the benefit of Grantee, its successors and assigns.

The easement conveyed herein was obtained or improved through federal financial assistance. This easement is subject to the provisions of Title VI of the Civil Rights Acts 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.

EXECUTED this the _____ day of _____, 2013.

STATE OF TEXAS '
COUNTY OF _____ '

This document was acknowledged before me on the _____ day of _____, 2013, by
_____.

Notary Public, State of Texas