

and all paving, undergrowth, overhanging growth, or obstructions that may injure Grantee's facilities and appurtenances or interfere with the construction, maintenance, inspection, operation, protection, repair, alteration, replacement, changes of the size, relocation (as above limited), substitution or removal thereof; and (3) Grantee shall further have 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.

OBLIGATION OF GRANTEE: By acceptance of this grant and utilization of any rights granted hereby, Grantee agrees that it will at all times, after doing any work pursuant to the rights hereby granted, restore the surface of the Water Line Easement to substantially the same condition as existed prior to such work; that it shall bury all water supply lines at a depth of not less than two feet (2') and service lines (but not those surface appurtenances, including valve stems, signs, and other facilities as are reasonably necessary for operation of the supply lines) located within the Water Line Easement so that such lines will not create a nuisance; and that Grantee will not do any act, or fail to do any act, that will be detrimental or create a hazard to the surface of the lands covered thereby or to the use thereof. The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the utilization by the Grantee of any rights granted herein.

GRANTOR EASEMENT AS APPLICABLE TO SYSTEM INSTALLATIONS: Grantor further covenants that Grantor, heirs, successors and assigns shall facilitate and assist El Oso personnel in exercising their rights and privileges herein described at all reasonable times. Grantor further covenants that Grantor, his/her heirs, successors and assigns shall refrain from constructing appurtenances, building, etc., and storing equipment, materials or any objects, or operating any machinery or conducting any activity in or around the System easement that compromises safety or in any way violates the current Texas Water Code clearances. Grantor shall not construct or locate on the recorded easement property any structure, obstruction or improvement including concrete aprons, roadways or buildings which will interfere with the El Oso's use of the System easement unless all requisite and necessary construction permits and land surveys are obtained from El Oso after submitting application in writing. Further, El Oso shall have the right to remove from the easement property any structure, improvement, or obstruction including concrete or other constructed facility or structure at Grantor's cost. Grantor agrees to pay El Oso the reasonable cost of such removal. This agreement shall be a covenant running with the land for the benefit of the El Oso.

Grantor of the El Oso System easement warrants that to the best of Grantor's knowledge the System easement is free of Grantor-owned underground structures and/or utilities, and the Grantor of the easement will locate, or cause to be located, and reasonably mark all known Grantor-owned underground utilities and/or structures owned by Grantor or used to provide a service of any type to Grantor along the dedicated easement. Should the El Oso damage or otherwise excavate an underground structure, utility or similar unmarked facility owned by Grantor, the Grantor shall assume all liability and agrees to save and hold harmless El Oso from any and all damages except those arising out of gross negligence of the El Oso. Grantor shall NOT be liable for damage to any facility, pipeline, structure or underground utility damaged by El Oso which is not owned by the Grantor or which is not used to provide a service of any type to Grantor.

HABENDUM: To HAVE AND HOLD the Water Line Easement and all and singular the rights and appurtenances thereunto belonging unto Grantee, its successors and assigns, until the first water supply line is constructed, and so long thereafter as any water line or facilities are located and operated thereon.

WARRANTY: Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND, all and singular, the Water Line Easement unto Grantee, its successors and assigns, against every person whomsoever claiming, or to claim, the same or any part thereof.

SUCCESSORS AND ASSIGNS; REVERTER: The Water Line Easement granted hereby and all of the rights, agreements, and burdens pertaining thereto shall constitute a covenant running with the land and inure to the benefit of and shall be binding upon the Grantor, any other owner in the future on any part of the property across which the Water Line Easement runs, and the Grantee, and all of their respective successors, heirs, legal representatives, executors, administrators and assigns. Grantee's rights hereunder may be assigned in whole or in part to one or more assignees; provided, however, if Grantee abandons and ceases to use the right-of-way for a twelve (12) month period or more, thereby abandoning use, the land constituting the easement shall revert to the Grantor and Grantor's successors, heirs and assigns.

CONVENANT OF GRANTOR: Grantor covenants that Grantor is the owner of the above- described lands and that the person signing this easement is authorized to execute the same on behalf of the owner or all the owners of the property.

EFFECTIVE this ____ day of _____, 20__.

GRANTOR(S):

<hr/>	
Print Name	Signature
<hr/>	
Print Name	Signature
<hr/>	
Print Name	Signature

STATE OF TEXAS

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COUNTY OF _____

This instrument was acknowledged before me on this _____ day of _____, 20__.

by _____.

Notary Public, State of Texas

STATE OF TEXAS

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§
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COUNTY OF _____

This instrument was acknowledged before me on this _____ day of _____, 20__.

by _____.

Notary Public, State of Texas

STATE OF TEXAS

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§
§

COUNTY OF _____

This instrument was acknowledged before me on this _____ day of _____, 20__.

by _____.

Notary Public, State of Texas

AFTER RECORDING RETURN TO:

El Oso Water Supply Corporation

PO Box 309

Karnes City, TX 78118