

DOG RIDGE WATER SUPPLY CORPORATION

PO BOX 232 • 7645 FM 2410 • Belton, TX 76513

Office & Emergency: (254) 939-6533

Website: www.dogridgewsc.com Email: billing@dogridgewsc.com

SERVICE APPLICATION AND AGREEMENT

1" METER

BASE MINIMUM-No Water Included _____ \$112.50 + Tax

WATER GALLONAGE CHARGE

0 to 5,000	\$5.15 per 1,000
5,001 gallons to 10,000 gallons	\$5.50 per 1,000
10,001 gallons to 15,000 gallons	\$5.65 per 1,000
15,001 gallons to 20,000 gallons	\$5.80 per 1,000
20,001 gallons to 25,000 gallons	\$5.95 per 1,000
25,001 gallons to 30,000 gallons	\$6.10 per 1,000
30,001 gallons to 35,000 gallons	\$6.25 per 1,000
35,001 gallons to 40,000 gallons	\$6.40 per 1,000
40,001 gallons to 45,000 gallons	\$6.55 per 1,000
45,001 gallons to 50,000 gallons	\$6.70 per 1,000
50,001 gallons and over	\$6.85 per 1,000

MONTHLY BASE MINIMUM CHARGE APPLIES EVEN IF NO WATER IS USED, AS LONG AS MEMBERSHIP REMAINS IN EFFECT.

1. The meters are read around the 30th of each month.
2. The bills are sent out by the 2nd week of each month.
3. The bills are **due** in our office by the **25th of each month**; if not paid by the 25th, there will be a **\$15.00 late fee** applied.
4. If payment has not been received by the 5th day of the following month, water service will be **DISCONNECTED in which a \$75 reconnect fee will be applied to your account**. The full past-due balance **plus** the reconnect fee will need to be paid before service is restored. We do not restore service after hours for non-payment.
5. **In order to restore service, the Service Application & Agreement must be completed and on file and all past due amounts and reconnect fees must be paid in full, and payment MUST be by credit card, cashier's check, or money order only.**

MISCELLANEOUS CHARGES

NEW 5/8" METER CONNECTION	\$2,166.00
EQUITY BUY-IN FEE	\$1,600.00
MEMBERSHIP FEE	\$400.00
IMPACT FEE	\$2,800.00
SERVICE INSPECTION FEE (CSI)	\$75.00
LATE FEE	\$15.00
RETURNED PAYMENT FEE	\$35.00
RECONNECT FEE	\$75.00
TAMPERING FEE	\$200.00
SERVICE TRIP FEE	\$100.00
TRANSFER FEE	\$50.00

OFFICE HOURS

OPEN: Monday – Friday 8:00am to 4:45pm

CLOSED: Saturday, Sunday and all major holidays

WE DO NOT ACCEPT CASH

The night deposit box is located on the left side of our driveway by the fence entrance. Please make sure your account number is written on your check or money order. Please do not staple your payment!

EMERGENCY AFTER HOURS NUMBER: (254) 939-6533

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PLEASE KEEP FOR YOUR RECORDS

Dear Property Owner,

Welcome to Dog Ridge Water Supply Corporation. We are committed to providing reliable, high-quality water service at a reasonable cost.

Our water is sourced from Stillhouse Hollow Lake and is treated and supplied by Central Texas Water Supply Corporation, our wholesale provider. From there, Dog Ridge Water Supply Corporation distributes the water to your service meter.

Water meters are read monthly by our staff each month. Based on your usage, a bill is generated and mailed to you by the second week of the month. Payment is due on or before the 25th of each month. Payments received after the 25th will incur a \$15 late fee. Accounts that remain unpaid after the 5th of the following month are subject to service interruption, at which time the meter will be locked until the balance is paid in full, plus a \$75 reconnect fee. We are proud to note that most of our customers consistently pay their bills on time, but we understand that sometimes extenuating circumstances arise. If that happens and you are unable to pay your bill, please reach out to the office to make a payment arrangement to avoid service interruption.

If you have recently purchased property with an existing Dog Ridge meter, please note that ownership includes a membership interest in the Corporation. The seller must complete a Transfer of Membership form to officially transfer this interest to you. This form is available at our office and on our website at www.dogridgewsc.com.

We encourage all customers to monitor their property for potential leaks, such as dripping faucets, running toilets, or unexplained wet areas. Water is a valuable resource in the State of Texas, and conservation is essential. Please be aware that all water passing through your meter is billable, including water lost due to leaks. Signs of a possible leak may include standing water in ditches, reduced water pressure, or unusually green patches of grass. Reporting these issues promptly helps us address problems quickly and minimize water loss. Like our customers, we are responsible for paying for all water supplied to our system.

If you suspect a main line leak, please contact our office during business hours. For after-hours emergencies, you may reach our on-call service at 254-939-6533.

Rates and policies are established by our Board of Directors. As a member, you are welcome to attend our monthly board meetings on the second Monday of each month at 6pm at our office. Our annual meeting is held each March.

For your convenience, we offer an online bill payment system that allows you to securely manage your account at any time. Through this service, you can make payments, set up automatic draft (auto-pay), receive text and email notifications, and opt in for paperless billing. To get started, please visit <https://pay.waterbill.com/login-drwsc-tx> and register using your four-digit account number, which can be found on the copy of your application provided at sign-up.

On behalf of the Board of Directors, management, and staff, we sincerely welcome you to Dog Ridge Water Supply Corporation. If you have any questions regarding your service, billing, or our policies, please do not hesitate to contact our office.

Sincerely,

Dog Ridge Water Supply Corporation

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Office Use Only	
Account # _____	Prop ID: _____
Service Address: _____	

SERVICE APPLICATION AND AGREEMENT
1" METER

FORM MUST BE COMPLETED BY APPLICANT ONLY. PROOF OF LAND OWNERSHIP MUST BE PROVIDED VIA MEANS OF A COPY OF YOUR WARRANTY DEED.

PLEASE PRINT

_____ APPLICANTS NAME	_____ PHONE
_____ APPLICANTS DRIVER'S LICENSE NUMBER & STATE OF ISSUANCE	_____ EMERGENCY CONTACT NAME / PHONE NUMBER
_____ CO-APPLICANTS NAME (If applicable)	_____ PHONE
_____ SERVICE ADDRESS (Location of meter)	_____ BILLING ADDRESS (Mailing of bill <i>IF</i> different than service address)

As a courtesy and if you desire, we will send you an invite link to register for online bill pay.
Please enter your email address below.

EMAIL ADDRESS

SIZE OF PROPERTY / ACREAGE _____ SQUARE FOOTAGE OF RESIDENCE / STRUCTURE _____
YEAR BUILT _____ POOL? **Y N** IRRIGATION SYSTEM? **Y N** NUMBER IN FAMILY _____
LIVESTOCK? & NUMBER _____

AGREEMENT made this _____ day of _____, between **Dog Ridge Water Supply Corporation**, a corporation organized under the laws of the State of Texas (hereinafter called the Corporation) and _____ (hereinafter called the Customer or Member).

APPLICANTS PRINTED NAME

This Contract / Application for Utility Service is made by, and between Dog Ridge Water Service Corporation, a corporation, its successors, and assignees and the applicant whose name and signature appears on the last page of this document.

CUSTOMER LIABILITY: Customer shall be liable for any damage or injury to Utility owned property or personnel shown to be caused by the Customer, his invitees, his agents, his employees, or others under his control. By accepting service under this agreement, Customer agrees to take no action to create a health hazard or otherwise endanger, injure, damage or threaten utility's plant, its personnel, or its Customers. Failure to comply with this provision shall be grounds to terminate Customer's service.

LIMITATION ON UTILITY'S PRODUCT/SERVICE LIABILITY: Public water utilities are required to deliver water to the Customer's side of the meter or service connection, which meets the potability and pressure standards of the Texas Commission on Environmental Quality ("TCEQ"). Utility will not accept liability for any injury or damage to individuals or to their properties occurring on the Customer's side of the meter when the water delivered meets these state standards. Utility makes no representations or warranties (expressed or implied) that Customer's appliances will not be damaged by disruption of or fluctuations in water service whatever the cause. Utility will not accept liability for injuries or damages to persons or property due to disruption of water service caused by: (1) acts of God (2) acts of third parties not subject to the control of Utility if Utility has undertaken such preventive measures as are required by TCEQ rules, (3) electrical power failures in water systems not required by TCEQ rule to have auxiliary power supplies, or (4) termination of water service pursuant to Utility's tariff and the TCEQ rules. Utility will accept liability for any injury or damage to individuals or their property directly caused by its defective utility plant (leaking water lines or meters) or the repair to or construction of Utility's facilities.

FIRE PROTECTION: Utility is not required by law and does not provide fire prevention or firefighting services. Utility therefore does not accept liability for fire-related injuries or damages to persons or property caused or aggravated by the availability (or lack thereof) of water or water pressure (or lack thereof) during fire emergencies. Utility may (but is not required to) contract with individual Customers/applicants to provide water service capacities to their properties in excess of the TCEQ's domestic water system regulations so that such water volumes and pressures may be used by the Customer/applicant or local fire department (at their sole election and responsibility) for firefighting purposes. Such additional water service capacities shall be provided only in response to and according to design criteria and/or plans prepared by the Customer/applicant's registered professional engineer. Notwithstanding any understanding or intent of such Customer/applicant for the use of such excess water service capacity, Utility does not profess, state, warrant, guarantee, or imply that such additional water service capacity is, or shall ever be, adequate or sufficient for firefighting. Utility neither possesses nor claims to possess knowledge or expertise in firefighting or the requirements of firefighting. No statement or action of Utility shall ever be implied or meant to suggest that any facilities of Utility comply with any state or local fire code.

PLUMBING CODE: Utility has adopted the Uniform Plumbing Code. Any extensions and/or new facilities shall comply with that code and all standards established by the TCEQ. Where conflicts arise, the more stringent standard must be followed.

If an Applicant requires service other than the standard service provided by Utility, such Applicant will be required to pay all expenses incurred by Utility in excess of the expenses that would be incurred in providing the standard service and connection. Any applicant who places unique or non-standard service demands on the system may be required to provide contributions in aid of construction for the actual costs of any additional facilities required to maintain compliance with the TCEQ's minimum design criteria for Public Drinking Water Systems plus meeting any additional requirements needed to meet local service conditions. Utility shall bear all expenses related to main over sizing or additional production, storage, or treatment facilities for individual residential Customers with normal domestic service demands.

The piping and other equipment on the premises furnished by the Customer will be maintained by the Customer at all times in conformity with the requirements of the applicable regulatory authorities and with the service rules and regulations of Utility. The Customer will bring out his service line to his property line at a point mutually acceptable to Utility and the Customer. No water service smaller than 5/8" will be connected. For new service connections, the utility will install a cut off valve on the Customer side of the meter within three (3) feet of the meter. If the Customer desires water at a lower pressure than that which is delivered at the meter and such delivery pressure does not exceed any TCEQ rule or order pressure standard, the Customer will install, at the Customer's expense, the equipment necessary for such reduction in pressure. It shall be the Customer's responsibility to maintain such equipment in good repair and working order.

Except in cases where the Customer has a contract with Utility for reserve or auxiliary service, no other water service will be used by the Customer on the same installation in conjunction with Utility's service, either by means of a cross over valve or any other connection. Customer shall not connect, or allow any other person or party to connect, onto any water lines on his premises. Two places shall not be permitted to be supplied with one service pipe where there is a water main abutting the premises; each shall have separate service lines and meters. For the purpose of this paragraph, each residence shall be construed to be one entity or consuming facility.

It is agreed and understood that any and all meters, water lines and other equipment furnished by Utility (excepting the Customer's individual service line from the point of connection to the Customer's point of ultimate use) is and shall remain the sole property of Utility and nothing contained herein shall be construed to reflect a sale or transfer of any such meters, lines, or equipment to any Customer. All tap charges shall be for the privilege of connecting to said water lines and for installation, not purchase, of said meters and lines.

ASSIGNMENT: No application, agreement or contract for service may be assigned or transferred without the written consent of Utility.

EXTENSION AND FACILITIES: If the services of a registered professional engineer are required as a result of an application for service to that Applicant only, Utility and the Applicant will select such engineer, and Applicant shall bear all expense incurred therein. The applicant shall bear all extension charges and fees as may be provided in Utility's tariff and the rules of the TCEQ.

OTHER CONTRACTS: It is possible that Applicant and Utility will enter into an additional contract pertaining to water service at this location. Any such contract shall be in addition to this Contract/Application. Nothing therein will negate any provision of this Contract/Application.

RIGHT OF ACCESS AND EASEMENTS: Utility will have the right of access to the Customer's premises at all reasonable times for the purpose of installing, inspecting, or repairing water mains or other equipment used in connection with its provision of water service, or for the purpose of removing its property and disconnecting lines, and for all other purposes necessary for the operation of the Utility's system. This includes inspection of the Customers plumbing for code, or tariff violations. This right of access shall not include the right to construct and maintain production, storage or treatment facilities unless these facilities are required to provide continuous and adequate service to the individual property in question.

If the property to be served does not have dedicated, recorded public utility easements available for Utility's use in providing water utility service to the property, the Applicant (or the Applicant's landlord in the case of a tenant applicant) shall be required to provide Utility with a suitable recorded easement as a condition of service. Such easement shall be in a location acceptable to Utility and shall be for a corridor no less than fifteen (15) feet in width. The easement shall be signed by (and shall be binding upon) all record title owners of the property in question. No applicant will be deemed as "qualified" under the TCEQ's rules until such easement is recorded.

PLUMBING RESTRICTIONS: State regulations prohibit the following undesirable plumbing practices. Other prohibitions are found in the Uniform Plumbing Code and/or Utility's tariff.

- A. No direct connection between the public drinking water supply and a potential source of contamination is permitted. Potential sources of contamination shall be isolated from the public drinking water system by an air gap only.
- B. No cross connection between the public drinking water supply and a private water system is permitted. These potential threats to the public drinking water supply shall be eliminated at the service connection by the installation of an air-gap only.
- C. No connection that allows water to return to the public drinking water supply is permitted.
- D. No pipe or pipe fitting which contains more than 0.25% lead may be used for the installation or repair of plumbing at any connection that provides water for human use.
- E. No solder or flux that contains more than 0.2% lead can be used for the installation or repair of plumbing of any connection that provides water for human use.

APPEAL TO THE TCEQ OR OTHER REGULATORY AGENCY:

Any applicant or existing Customer required to pay for any costs not specifically set forth in the rate schedule pages of Utility's approved tariff shall be entitled to a written explanation of such costs prior to payment and/or commencement of construction. If the applicant or existing Customer does not believe that these costs are reasonable or necessary, the applicant or existing Customer shall have the right to appeal such costs to the TCEQ or such other regulatory authority with jurisdiction over Utility's rates in that portion of Utility's service area in which the applicant's or existing Customer's property is located. Unless the TCEQ or other regulatory authority enters interlocutory orders to the contrary, service to the applicant may be delayed until such appeal is resolved.

PLUMBING INSPECTION: State law requires applicants for service at new consuming facilities or facilities which have undergone extensive plumbing modifications to deliver to Utility a certificate that their facilities have been inspected by a state-licensed inspector and that they are in compliance with all applicable plumbing codes and are free of potential hazards to public health and safety. In addition, Utility shall require such certificates in the case of extensive plumbing modifications to the Customer's water system made after the initial date of service to Customer. Installation of a landscaping sprinkler system shall be considered extensive plumbing modifications. If the Customer installs, and/or maintains a landscaping sprinkler system, the Customer must present appropriate inspection reports, including any annual inspection reports, if required. Service may be denied until the certificate is received or any identified violations or hazards remedied. When potential sources of contamination are identified which, in the opinion of the inspector or Utility, require the installation of a state-approved backflow prevention device, such backflow prevention device shall be installed on the Customer's service line or other necessary plumbing facilities by an appropriately licensed plumber/backflow prevention device specialist at the Customer's expense. The backflow prevention device shall be maintained by the Customer at his expense and shall be inspected annually by a licensed inspector. Copies of the annual inspection report shall be provided to Utility. Failure to comply with this inspection and reporting requirement may constitute grounds for termination of water service with notice.

CUSTOMER AGREEMENT: BY SIGNING THIS APPLICATION FOR PUBLIC UTILITY SERVICE, I AGREE TO COMPLY WITH UTILITY'S RULES AND TARIFF AND ALL RULES AND REGULATIONS OF THE TCEQ AND OTHER APPLICABLE REGULATORY AGENCIES. I GUARANTEE PROMPT PAYMENT OF ALL UTILITY BILLS FOR THE SERVICE ADDRESS PRINTED ABOVE. I AGREE TO REMAIN RESPONSIBLE FOR UTILITY BILLS FOR THIS SERVICE ADDRESS FROM THE DATE SERVICE IS STARTED UNTIL THE DAY SERVICE IS TERMINATED AT MY REQUEST. I UNDERSTAND THAT TO MAINTAIN A CURRENT MEMBERSHIP, THE CURRENT MONTHLY MEMBERSHIP FEE IS DUE WHETHER WATER IS USED OR NOT.

I AGREE TO TAKE NO ACTION TO CREATE A HEALTH HAZARD OR OTHERWISE ENDANGER, INJURE, DAMAGE OR THREATEN UTILITY'S PLANT, ITS PERSONNEL, OR ITS CUSTOMERS. FAILURE TO COMPLY WITH THIS PROVISION SHALL BE GROUNDS TO TERMINATE MY SERVICE.

I AGREE TO PUT NO UNSAFE, NON-DOMESTIC SERVICE DEMANDS ON UTILITY'S SYSTEM WITHOUT NOTICE TO AND PERMISSION FROM UTILITY.

I HAVE BEEN SHOWN A COPY OF UTILITY'S TCEQ APPROVED TARIFF AND I AGREE TO PAY THE RATES IN THE TARIFF AND ABIDE BY THE REQUIREMENTS IN THIS APPLICATION. I ACKNOWLEDGE THAT THE RATES AND/OR TERMS OF SERVICE IN THE TARIFF MAY BE CHANGED BY FUTURE ORDER OF THE TCEQ OR OTHER REGULATORY AUTHORITY HAVING JURISDICTION OVER UTILITY'S RATES. I AGREE TO ABIDE BY SUCH CHANGES AS THEY OCCUR.

FEES REQUIRED:

This information to be completed by office staff

\$ _____ Equity Buy-In (\$1,600.00)
\$ _____ Impact Fee (\$2,800.00)
\$ _____ Membership Fee (\$800.00)
\$ _____ Tap Fee (\$2,166.00)
\$ _____ Transfer Fee (\$50.00)
\$ _____ Meter Drop-In (\$750.00)
\$ _____ Inspection Fee (\$75.00)
\$ _____ Other Fee/s (Road Bore, Line Extension, Etc.) (TBD)

\$ _____ TOTAL DUE
\$ _____ TOTAL PAID [Money Order, Cashier's Check, Check # _____]
\$ _____ BALANCE DUE

Applicant / Responsible Party Signature Date

Co-Applicant / Responsible Party Signature Date

DRWSC Representative Date

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Office Use Only	
Account # _____	Prop ID: _____
Service Address: _____	

CUSTOMER SERVICE INSPECTION AGREEMENT

- I. **PURPOSE:** The Dog Ridge Water Supply Corporation is responsible for protecting the drinking water supply from contamination or pollution which could result from improper plumbing practices. The purpose of this service agreement is to notify each customer of the plumbing restrictions which are in place to provide this protection. The utility enforces these restrictions to ensure the public health and welfare. Each customer must sign this agreement before the Dog Ridge Water Supply will begin service. In addition, when service to an existing connection has been suspended or terminated, the water system will not re-establish service unless it has a signed copy of this agreement.

- II. **PLUMBING RESTRICTIONS:** The following undesirable plumbing practices are prohibited by State regulations:
 - A. No direct connection between the public drinking water supply and a potential source of contamination is permitted. Potential sources of contamination shall be isolated from the public water system by an air-gap or an appropriate backflow prevention device.
 - B. No cross-connection between the public drinking water supply and a private water system is permitted. These potential threats to the public drinking water supply shall be eliminated at the service connection by the installation of an air-gap or a reduced pressure-zone backflow prevention device.
 - C. No connection which allows water to be returned to the public drinking water supply is permitted.
 - D. No pipe or pipe fitting which contains more than 0.25% lead may be used for the installation or repair of plumbing at any connection which provides water for human use.
 - E. No solder or flux which contains more than 0.2% lead can be used for the installation or repair of plumbing at any connection which provides water for human use.

- III. **SERVICE AGREEMENT:** The following are the terms of the service agreement between the Dog Ridge Water Supply Corporation and _____ (the Customer(s)):
 - A. The Water System will maintain a copy of this agreement as long as the Customer and/or the premises is connected to the Water System.
 - B. The Customer shall allow his property to be inspected for possible cross-connections and other undesirable plumbing practices. These inspections shall be conducted by the Water System or its designated agent prior to initiating service and periodically thereafter. The inspections shall be conducted during the Water Systems normal business hours
 - C. The Water System shall notify the Customer in writing of any, cross-connection or other undesirable plumbing practice, i.e. active well, which has been identified during the initial inspection or the periodic re-inspection.
 - D. The Customer shall immediately correct any undesirable plumbing practice on his premises.
 - E. The Customer shall, at his expense, properly install, test, and maintain any backflow prevention device required by the Water System. Copies of all testing and maintenance records shall be provided to the Water System.
 - F. The Customer shall pay all expenses related to this inspection.

- IV. **ENFORCEMENT:** If the Customer fails to comply with the terms of the Service Agreement, the Water System shall, at its option, either terminate service or properly install, test and maintain an appropriate backflow prevention device at the service connection. Any expenses associated with the enforcement of this agreement shall be billed to the Customer.

CUSTOMER SIGNATURE: _____ DATE: _____

CUSTOMER SIGNATURE: _____ DATE: _____

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Office Use Only	
Account # _____	Prop ID: _____
Service Address: _____	

Non-Disclosure Agreement

I, _____, hereby make the following election with respect to allowing or denying public access to information in the custody of the Dog Ridge Water Supply Corporation that relates to any of the information related below:

I do not want Dog Ridge Water Supply Corporation to disclose or allow public access to the following:

- _____ My home address
- _____ My home/cell phone number
- _____ My social security number
- _____ My drivers' license number
- _____ My place of employment
- _____ Information that reveals whether I have family members
- _____ Any other information not to be disclosed, as indicated below:

Signature

Date _____

Account # _____

Property ID: _____

Address: _____ Belton, TX 76513

**UNITED STATES DEPARTMENT OF AGRICULTURE
FARMERS HOME ADMINISTRATION Rural Utilities Service
RIGHT-OF-WAY EASEMENT (General Type Easement)**

KNOW ALL MEN BY THESE PRESENTS, that _____ (hereinafter called "Grantors"), in consideration of one dollar (\$1.00) and other good and valuable consideration paid by **DOG RIDGE WATER SUPPLY CORP** (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does 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 access and use, operate, inspect, repair, maintain, replace, upgrade, parallel and remove water distribution and/or sewer collection lines and appurtenances, over and across _____ acres of land, more particularly described in instrument recorded in _____ Deed Records, Bell County, Texas, together with the right of ingress and egress over Grantor's adjacent lands for the purpose for which the above mentioned rights are granted. 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.

Grantee shall have such other rights and benefits necessary and/or convenient for the full enjoyment and use of the rights herein granted, including without limitation, (1) the reasonable right of ingress and egress over and across lands owned by Grantor which are contiguous to the easement; (2) the reasonable right from time to time to remove any and all paving, undergrowth and other obstructions that may injure Grantee's facilities and appurtenances or interfere with the construction, maintenance, inspection, operation, protection, repair, alteration, testing, replacement, upgrading, relocation (as above limited), substitution or removal thereof; and (3) the rights to abandon-in-place any and all water supply and/or sewer distribution 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.

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 and/or sewer 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 and/or sewer 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, the center line thereof being the pipeline as relocated.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantors by reason of the installation of the structures referred to herein and the Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damages will result from its use to Grantor's premises. 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:

Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND, all and singular, the easement herein granted to Grantee, or Grantee's successors and assigns, against every person whomsoever claiming, or to claim, the same or any part thereof.

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 Act 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.

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

Signature

Signature

ACKNOWLEDGMENT (Individual)

STATE OF TEXAS §
COUNTY OF BELL §

This instrument was acknowledged before me on _____ by _____.

(SEAL)

Notary Public, State of Texas