

EASEMENT AGREEMENT

STATE OF TEXAS ()
 COUNTY OF ()
 GUADALUPE ()

I. Grant of Easement

That I (WE), Charles Hewitt, hereinafter called Grantors, for the sum of \$1.00 and other valuable consideration, paid by EAST CENTRAL WATER SUPPLY CORPORATION, hereinafter called Grantee, do hereby grant, sell, and convey unto Grantee an easement and right-of-way upon and across the following described property of the Grantor:

Being 25.00 acres of land, more or less, out of the V. Duran Survey, Abstract No. 19, in Guadalupe County, Texas, being out of the North end of a 53.505 acre tract being a part of the original 50 acre Warncke Estate and lying North of the F.M. Road No. 467, said 25 acres being bounded on the North by Elton Warncke being more particularly described in volume 1285, page 0331 of deed of records, Guadalupe County, Texas.

II. Character of Easement

The easement granted herein is an easement in gross.

III. Location of Easement

The easement and right-of-way herein conveyed shall not exceed fifteen (15) feet in width; the centerline thereof to be across said land as follows:

Beginning at a point in the southwest property line 7.5' southeast of the northwest property line of said property.

Thence in a northeasterly direction 7.5' southeast of and parallel to the northwest property line to a point of exit in the northeast property line of said property.

Together with a 20' temporary construction easement southeast of and parallel to the above described water line easement.

IV. Purpose of Easement

The right-of-way, easement, rights and privileges herein granted shall be used only for the purpose of placing, constructing, operating, repairing, maintaining, rebuilding, replacing,

relocating, and removing water pipelines for operation of a water system and any equipment necessary to maintain and operate the water system.

V. Duration of Easement

The easement, rights, and privileges herein granted shall be perpetual or for so long as Grantee shall operate the water system and pipeline(s) within said easement. Grantor hereby binds himself, his heirs, and legal representatives, to warrant and forever defend the above described easement and rights unto Grantee, its successors, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

VI. Exclusiveness of Easement

The easement, rights, and privileges granted herein are exclusive, and Grantor covenants that he will not convey any other easements or conflicting rights within the area covered by this grant.

VII. Secondary Easements

The easement, rights, and privileges herein conveyed, Grantee shall have the right to use so much of the surface of the herein granted property of Grantor as may be reasonably necessary to construct and install within the right-of-way granted hereby the pipelines and equipment contemplated by this grant. Upon the completion of such construction and installation, Grantee shall replace and restore all fences, walls, or other structures which may have been relocated or removed during the construction period, and Grantee shall pay Grantor reasonable compensation for such fences, walls or structures which may not be replaceable, and for such vegetation and crops as may have been damaged or destroyed during such construction.

VIII. Encroachments

Grantee shall have the right to cut and trim trees or shrubbery which may encroach upon the easement area herein conveyed, and Grantee shall dispose of all cuttings and trimmings either by piling and burning within the easement area or by loading and hauling away from the premises.

IX. Rights Reserved

Grantor also retains, reserves, and shall continue to enjoy the use of the surface of such property for any and all purposes which do not interfere with and prevent the use by Grantee of the herein granted easement including the right to build and use the surface of the herein granted easement for drainage ditches and private streets, roads, driveways, alleys, walks, gardens, lawns, platting or parking areas, and other like uses and/or to dedicate all or any part of the surface of the property affected by this easement to any city for use as a public street, road, or alley.

X. Entire Agreement

This instrument contains the entire agreement between the parties relating the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing, signed by the parties.

XI. Attorney's Fees

In the event of any controversy, claim, or dispute relating to this instrument or the breach thereof, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorneys' fees, and costs.

XII. Binding Effect

This Agreement shall bind and inure to the benefit of the respective parties, their personal representatives, successors, and assigns.

IN WITNESS WHEREOF, this instrument is executed this 7 day of JAN, 1999

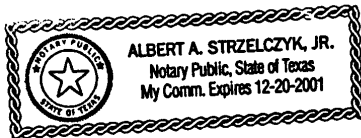
Charles Hewitt
Grantor

ACKNOWLEDGMENT

State of Texas

County of Bexar

This instrument was acknowledged before me on this 7 day of January 1999, by Charles Hewitt.



Albert A. Strzelczyk, Jr.
Notary Public in and for
The State of Texas
My Commission Expires 12-20-01

Return To:

East Central Water Supply Corp.
P O. Box 570
Adkins, Texas 78101

FILED FOR RECORD

99 MAR 24 PM 4:14

LIZZIE M. LORENZ
COUNTY CLERK GUADALUPE CTY.

Luzia Benes

THE STATE OF TEXAS
COUNTY OF GUADALUPE

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly recorded in the Official Public Records of Guadalupe County, Texas.



Lizzie M. Lorenz
County Clerk,
Guadalupe County Texas