



P.O. BOX 4695
 TYLER, TX 75712
 OFFICE: 903-597-2817 FAX: 903-526-4238

KEEP FOR YOUR RECORDS

Welcome to our system. The information on this sheet will be helpful in the future.

Office Hours:

Monday through Friday 9:00 AM to 12:00 PM, 1:00 PM to 5:00 PM.

Closes on holidays and weekends (check with office for a complete list of holiday closings).

Bills are issued before or by the 1st day of each month and are due on the 20th of the same month. Any account paid after the 20th will incur a late charge of \$8.00. Final notices will be mailed on the 25th of the month to anyone with a past due balance, allowing more than ten (10) additional days for payment prior to disconnect. No payment extensions are given past the disconnect date. FAILURE TO RECEIVE A BILL WILL NOT RELIEVE THE ACCOUNT OWNER(S) FROM THE CONSEQUENCES OF NON-PAYMENT.

PAYMENT OPTIONS:

We accept **MONEY ORDERS** and **CHECKS ONLY** inside the office.
CASH is NOT accepted. **CREDIT and DEBIT CARD** payments may be made online at <https://new.nexbillpay.net/deanwsctx/BillPay/SignIn> or by calling 1-833-874-7377 (toll free call). We also offer a **BANK DRAFT** option free of charge (call for details).

MAIL your payments to Dean Water Supply Corp.; PO Box 4695; Tyler, TX 75712. You will not incur a late charge if the envelope is **post-marked by the 20th.**
PAY IN PERSON at our drive-through window, which is available during normal business hours, or by dropping it in our secure payment collection box located in front of the office (on fence).

RATES/FEES:

See next sheet.

Copies of the Tariff and other Corporation documents are available for inspection or copying at our office during normal business hours.

Please report all leaks, vandalism, or suspicious actions to our office.

Always call the office BEFORE you start to dig on your property!

KEEP FOR YOUR RECORDS

Dean Water Supply Corp.

Mailing Address: P.O. Box 4965; Tyler, TX 75712
Phone: (903) 597-2817

Physical Address: 14411 CR 1134; Tyler, TX 75709
Fax: (903) 526-4238

New Tap*

Standard 5/8"x 3/4" Meter	\$2,200.00 (Ask the office for a detailed breakdown)
Non-Standard Meter (any meter size other than a 5/8" x 3/4" meter)	Based on cost of service, parts & equity buy-in
Road Bore	\$1,200.00 and up

** All fees are to be paid in advance of meter set. CHECK OR MONEY ORDERS ONLY.*

Base Rates*

5/8" x 3/4" Meter (Standard) \$25.00

** Larger meters should be approved by the Board of Directors prior to installation.*

Water Rates

\$2.50 per 1000	0-2000 gallons
\$3.00 per 1000	2001 - 6000 gallons
\$4.00 per 1000	6001 – 10,000 gallons
\$4.75 per 1000	10,001 – 20,000 gallons
\$5.25 per 1000	20,001 – 30,000 gallons
\$5.75 per 1000	30,001 – 40,000 gallons
\$6.25 per 1000	40,001 plus gallons

Fees

After-Hour Service Trip Fee	\$50.00 (from 5:00 p.m. – 9:00 a.m.)
Customer History Report Fee	\$5.00
Customer Service Inspection Fee	\$75.00
Late Payment Fee	\$8.00 or 15% (whichever is larger) after the 20 th of the month
Membership Fee	\$150.00
Meter Test Fee	\$125.00
Meter Tampering	6 X Base Rate
Returned Check Fee	\$35.00
Service Transfer Fee	\$100.00
Service Trip Fee	\$35.00
State Regulatory Assessment	.5% of your bill

Miscellaneous Charges

Accidental Breakage; Box Lids (replacements);	
Moving of Meter; Meter Boxes; Meter Stops/Wheel Valves	Cost +
Easement Filing (<i>payable to Smith County Clerk</i>)	\$26.00
Pressure Regulator	\$225.00 & up

BILLING DATES

Bills Mailed	On or before the 1 st of each month
Bills Due	The 20 th of each month
Past-due Bills Due	The 10 th of each month
Late Fees Added	On the 21 st of each month
Disconnect for Nonpayment	The 11 th of each month or as close as possible

****Stop by our office if you would like to set up a recurring monthly bank draft. You may also pay online at www.deanwatersupply.com or toll free at 1-833-507-6763. There is a drop box available on site in the event you want to pay your bill outside of regular office hours. Office hours are M-F 9 am-12 noon & 1pm – 5 pm.**

WE DO NOT ACCEPT CASH IN THE OFFICE

Credit/Debit Cards may be used to pay monthly bills only, online or toll free only — this option is not available in our office. Check or money orders are accepted in our office, in the night drop box or by regular mail.

******* APPLICATION INSTRUCTIONS *******

Office Hours Mon – Fri 9:00-12:00 and 1:00-5:00

Please allow 30 min prior to closing to process completed paperwork

*PLEASE DO NOT BRING INCOMPLETE PAPERWORK TO THE OFFICE
Call 903-597-2817 if you have any questions completing this application*

Pages 1-3 – Information to Keep – Please read and keep.

ON THE FOLLOWING PAGES, PLEASE FILL OUT/SIGN/INITIAL THE **YELLOW HIGHLIGHTED AREAS**

Pages 4-8 - Service Application – Five pages. Applicant must be listed on the Warranty Deed or Deed of Trust. Anyone listed as a Grantee must sign the Service Application.

Page 9 – Confidentiality Form – Complete, sign and date if you want the account to be CONFIDENTIAL.

Pages 10-12 - Notice about Water Heater/Thermal Expansion – Sign and date

Page 13 - Right of Way Easement – This form should be signed by all grantees on the Warranty Deed or Deed of Trust. This document must be notarized (we have notaries in our office – no charge for easements). Leave the top of the form blank, we will complete this based on the info in your Deed.

WHAT TO BRING TO OUR OFFICE:

- *Copy of Warranty Deed (will accept Deed of Trust)
- *Copy of Driver’s License for applicant & co applicant
- *COMPLETE application
- *MONEY ORDER OR CHECK (no credit cards or cash)

HOW MUCH \$ TO BRING:

Are you purchasing an existing home?

Bring check or money order for \$211.00 – Includes \$35 Trip Fee to unlock/obtain initial meter reading, \$150.00 refundable Membership Fee, and \$26.00 easement filing fee.

Are you having a new meter installed?

CALL Our Office – Final price is determined by meter size & road bore requirements. New standard meters start at \$2,200.00 which includes the following: \$1,100.00 standard Equity Buy-In Fee, \$150.00 refundable Membership Fee, \$26.00 easement filing fee, \$500.00 parts & \$424.00 labor.

*If you do not have access to a notary, we can provide the service to you free of charge.
All signers must be present with valid ID in order for us to notarize the document.*

RUS-TX Bulletin 1780-9
(Rev. 5/2017)

CORPORATION USE ONLY

Date Approved: _____
Service Classification: _____
Cost: _____
Work Order Number: _____
Engineering Update: _____
Account Number: _____
Book/Seq: _____
Service Inspection Date: _____
Initial Meter Reading: _____

**DEAN WATER SUPPLY CORPORATION
SERVICE APPLICATION AND AGREEMENT**

Please Print: DATE _____

APPLICANT'S NAME _____ Email: _____

CO APPLICANT'S NAME _____ Email: _____

CURRENT BILLING ADDRESS:

SERVICE ADDRESS:

PHONE NUMBER Phone # (____) _____ - _____

Work # (____) _____ - _____

Phone # (____) _____ - _____

Work # (____) _____ - _____

PROOF OF OWNERSHIP PROVIDED BY (copy of Deed) _____

DRIVER'S LICENSE NUMBER OF APPLICANT _____

LEGAL DESCRIPTION OF PROPERTY (Include name of road, subdivision with lot and block number)

PREVIOUS OWNER'S NAME AND ADDRESS (IF known):

ACREAGE _____ HOUSEHOLD SIZE (square feet) _____ RENTAL PROPERTY? (circle) YES NO

NUMBER of BEDS/BATHS _____ / _____ LIVESTOCK & NUMBER (IF applicable) _____

SPECIAL SERVICE NEEDS OF APPLICANT (if any) _____

NOTE: FORM MUST BE COMPLETED BY APPLICANT ONLY. A MAP OF SERVICE LOCATION REQUEST MUST BE ATTACHED.

The following information is requested by the Federal Government in order to monitor compliance with Federal laws prohibiting discrimination against applicants seeking to participate in this program. You are not required to furnish this information but are encouraged to do so. This information will not be used in evaluating your application or to discriminate against you in any way. However, if you choose not to furnish it, we are required to note the race/national origin of individual applicants on the basis of visual observation or surname.

Ethnicity: Hispanic or Latino
 Not of Hispanic or Latino

Race:
 White Black or African American American Indian/Alaska Native
 Asian Native Hawaiian or Other Pacific Islander

Gender : Male Female

EQUAL OPPORTUNITY PROGRAM EQUAL OPPORTUNITY PROGRAM

Final Read _____

Acc# _____ Name _____ Book/Seq _____ Meter# _____ Size _____

AGREEMENT made this _____ day of _____, _____,
Date Month Year
 between Dean Water Supply Corporation, a corporation organized under the laws of the State of Texas
 (hereinafter called the Corporation) and _____
Applicant & Co-Applicant Name(s)
 (hereinafter called the Applicant and/or Member),

Witnesseth:

The Corporation shall sell and deliver water and/or wastewater service to the Applicant and the Applicant shall purchase, receive, and/or reserve service from the Corporation in accordance with the bylaws and tariff of the Corporation as amended from time to time by the Board of Directors of the Corporation. Upon compliance with said policies, including payment of a Membership Fee, the Applicant qualifies for Membership as a new applicant or continued Membership as a transferee and thereby may hereinafter be called a Member.

The Member shall pay the Corporation for service hereunder as determined by the Corporation’s tariff and upon the terms and conditions set forth therein, a copy of which has been provided as an information packet, for which Member acknowledges receipt hereof by execution of this agreement. A copy of this agreement shall be executed before service may be provided to the Applicant.

The Board of Directors shall have the authority to discontinue service and cancel the Membership of any Member not complying with any policy or not paying any utility fees or charges as required by the Corporation’s published rates, fees, and conditions of service. At any time service is discontinued, terminated or suspended, the Corporation shall not re-establish service unless it has a current, signed copy of this agreement, and the member/applicant has complied with all terms and conditions that caused the service discontinuance.

If this agreement is completed for the purpose of assigning utility service as a part of a rural domestic water and/or wastewater system loan project contemplated with the Rural Development, an Applicant shall pay an Indication of Interest Fee in lieu of a Membership Fee for the purposes of determining:

- a. The number of taps to be considered in the design and
- b. The number of potential ratepayers considered in determining the financial feasibility of constructing
 - 1) a new water system or
 - 2) expanding the facilities of an existing water system.

The Applicant hereby agrees to obtain, utilize, and/or reserve service as soon as it is available. Applicant, upon qualification for service under the terms of the Corporation's policies, shall further qualify as a Member and the Indication of Interest Fee shall then be converted by the Corporation to a Membership Fee. Applicant further agrees to pay, upon becoming a Member, the monthly charges for such service as prescribed in the Corporation's tariff. Any breach of this agreement shall give cause for the Corporation to liquidate, as damages, the fees previously paid as an indication of interest. In addition to any Indication of Interest Fees forfeited, the Corporation may assess a lump sum of \$300.00 as liquidated damages to defray any losses incurred by the Corporation. If delivery of service to said location is deemed infeasible by the Corporation as a part of this project, the Applicant shall be denied Membership in the Corporation and the Indication of Interest Fee, less expenses, shall be refunded. The Applicant may re-apply for service at a later date under the terms and conditions of the Corporation's policies. For the purposes of this agreement, an Indication of Interest Fee shall be of an amount equal to the Corporation's Membership Fees.

All water shall be metered by meters to be furnished and installed by the Corporation. The meter and/or wastewater connection is for the sole use of the Member or customer and is to provide service to only one (1) dwelling or one (1) business. Extension of pipe(s) to transfer utility service from one property to another, to share, resell, or submeter water to any other persons, dwellings, businesses, or property, etc., is prohibited.

The Corporation shall have the right to locate a water service meter and the pipe necessary to connect the meter on the Member's property at a point to be chosen by the Corporation, and shall have access to its property and equipment located upon Member's premises at all reasonable and necessary times for any purpose connected with or in the furtherance of its business operations, and upon discontinuance of service the Corporation shall have the right to remove any of its equipment from the Member's property. The Member shall install, at their own expense, any necessary service lines from the Corporation's facilities and equipment to the point of use, including any customer service isolation valves, backflow prevention devices, clean-outs, and other equipment as may be specified by the Corporation. The Corporation shall also have access to the Member's property for the purpose of inspecting for possible cross-connections, potential contamination hazards, illegal lead materials, and any other violations or possible violations of state and federal statutes and regulations relating to the federal Safe Drinking Water Act or Chapter 341 of the Texas Health & Safety Code or and the corporation's tariff and service policies.

The Corporation is responsible for protecting the drinking water supply from contamination or pollution which could result from improper practices. This service agreement serves as notice to each customer of the restrictions which are in place to provide this protection. The Corporation shall enforce these restrictions to ensure the public health and welfare. The following undesirable 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 airgap or an appropriate backflow prevention assembly in accordance with state regulations.

- 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 proper installation of an airgap or a reduced pressure-zone backflow prevention assembly and a service agreement must exist for annual inspection and testing by a certified backflow prevention device tester.
- c. No connection which allows condensing, cooling, or industrial process 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 any public water supply.
- e. No solder or flux which contains more than 0.2 % lead may be used for the installation or repair of any plumbing in a residential or nonresidential facility providing water for human consumption and connected to a public drinking water supply system.

The Corporation shall maintain a copy of this agreement as long as the Member and/or premises is connected to the public water system. The Member shall allow their property to be inspected for possible cross-connections, potential contamination hazards, and illegal lead materials. These inspections shall be conducted by the Corporation or its designated agent prior to initiating service and periodically thereafter. The inspections shall be conducted during the Corporation's normal business hours.

The Corporation shall notify the Member in writing of any cross-connections or other undesirable practices which have been identified during the initial or subsequent inspection. The Member shall immediately correct any undesirable practice on their premises. The Member shall, at their expense, properly install, test, and maintain any backflow prevention device required by the Corporation. Copies of all testing and maintenance records shall be provided to the Corporation as required. Failure to comply with the terms of this service agreement shall cause the Corporation to 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 Member.

In the event the total water supply is insufficient to meet all of the Members, or in the event there is a shortage of water, the Corporation may initiate the Emergency Rationing Program as specified in the Corporation's Tariff. By execution of this agreement, the Applicant hereby shall comply with the terms of said program.

By execution hereof, the Applicant shall hold the Corporation harmless from any and all claims for damages caused by service interruptions due to waterline breaks by utility or like contractors, tampering by other Member/users of the Corporation, normal failures of the system, or other events beyond the Corporation's control.

The Applicant shall grant to the Corporation permanent recorded easement(s) dedicated to the Corporation for the purpose of providing reasonable rights of access and use to allow the Corporation to construct, maintain, replace, upgrade, parallel, inspect, test and operate any facilities necessary to serve that Applicant as well as the Corporation's purposes in providing system-wide service for existing or future members.

By execution hereof, the Applicant shall guarantee payment of all other rates, fees, and charges due on any account for which said Applicant owns a Membership Certificate. Said guarantee shall pledge any and all Membership Fees against any balance due the Corporation. Liquidation of said Membership Fees shall give rise to discontinuance of service under the terms and conditions of the Corporation’s tariff.

By execution hereof, the Applicant agrees that non-compliance with the terms of this agreement by said Applicant shall constitute denial or discontinuance of service until such time as the violation is corrected to the satisfaction of the Corporation.

Any misrepresentation of the facts by the Applicant on any of the four pages of this agreement shall result in discontinuance of service pursuant to the terms and conditions of the Corporation’s tariff.

BACK FLOW / CROSS CONNECTION PREVENTION PROGRAM SURVEY

PLEASE CIRCLE EITHER YES OR NO ON ALL QUESTIONS

- Does this property have an operative water well? **YES NO**
- Is the dwelling on the property a mobile home or manufactured home? **YES NO**
- If the question above is “NO,” was the dwelling constructed after July 1, 1988? **YES NO**
- Are there multiple dwellings on the property requesting service? **YES NO**
- Are there water troughs on the service property? **YES NO**
- Do the outside faucets have vacuum breakers on hose bibs attached? **YES NO**
- Do you have a swimming pool? **YES NO**
- Do you have a sprinkler system? **YES NO**
- Do you have a sprinkler system that pumps water from a lake/pond? **YES NO**
- Do you have an aerobic septic system? **YES NO**

Applicant Member’s Signature: _____ Date _____

Co-Applicant Member’s Signature: _____ Date _____

Dean Water Supply Corp. Representative: _____ Date _____

CUSTOMER REQUEST THAT PERSONAL INFORMATION CONTAINED IN UTILITY RECORDS NOT BE RELEASED TO UNAUTHORIZED PERSONS

Chapter 182, Subchapter B of the Texas Utilities Code allows water utilities to give their customers the option of making the customer’s address, telephone number, account records, and social security number confidential. A customer also may make confidential information relating to the volume or units of utility usage or the amounts billed to or collected from the individual for utility usage, unless the primary source of water for the utility is a sole-source designated aquifer.

IS THERE A CHARGE FOR THIS SERVICE?

No.

HOW CAN YOU REQUEST THIS?

Simply complete the form at the bottom of this page and return it to:

Dean Water Supply Corp
P.O. Box 4695
Tyler, TX 75709

Your response is not necessary if you do not want this service.

WE MUST STILL PROVIDE THIS INFORMATION UNDER LAW TO CERTAIN PERSONS.

We must still provide this information to (1) an official or employee of the state or a political subdivision of the state, or the federal government acting in an official capacity; (2) an employee of a utility acting in connection with the employee’s duties; (3) a consumer reporting agency; (4) a contractor or subcontractor approved by and providing services to the utility or to the state, a political subdivision of the state, the federal government, or an agency of the state or federal government; (5) a person for whom the customer has contractually waived confidentiality for personal information; or (6) another entity that provides water, wastewater, sewer, gas, garbage, electricity, or drainage service for compensation.

Detach and Return This Section

I want you to make my personal information, including my address, telephone number, usage and billing records, and social security number confidential.

Name of Account Holder

Account Number

Address

Area Code/Telephone Number

City, State, Zip Code

Signature

What is Thermal Expansion?

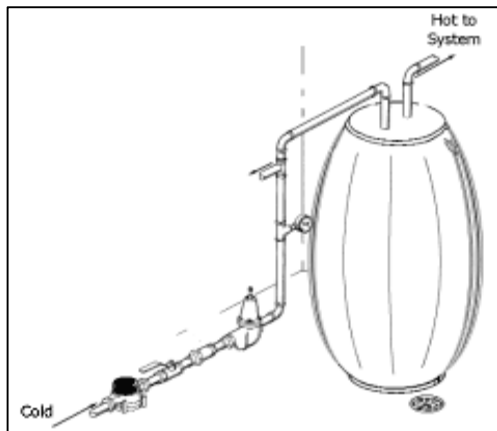
When water is heated it expands. For example, water heated from 90°F to a thermostat setting of 140°F in a 40 gallon hot water heater will expand by almost one-half gallon. This is because when water is heated, its density decreases and its volume expands (see below). Since water is not compressible, the extra volume created by expansion must go someplace. During no-flow periods in a system, pressure reducing valves, backflow preventers, and other one-way valves are closed, thus eliminating a path for expanded water to flow back to the system supply. Hence, system pressure increases.



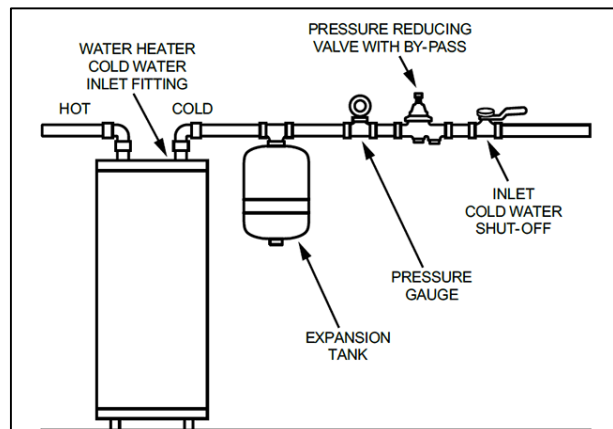
Temperature vs Density

Thermal expansion of water in a closed plumbing system can create a number of annoying and potentially dangerous problems. These include: the buildup of unusually high pressure in a system (even when a pressure reducing valve is installed); pressure surges; and the chronic or continuous dripping of a temperature and pressure (T&P) relief valve. In addition, dripping faucets and leaking toilet tank ball cock fill valves are also symptomatic of thermal expansion.

More serious problems can also occur due to thermal expansion. When dangerous pressures are built up in a water heater, internal parts may fail such as the internal flues, fittings or water connections. If a flue way collapses it can lead to the potential release of toxic gases, such as carbon monoxide into living spaces. Thermal expansion can also lead to a ruptured or distorted hot water heating tank and may void the manufacturer's warranty (see below).



**DISTORTED WATER HEATER MAY
VOID FACTORY'S WARRANTY**



**INSTALLATION OF AN EXPANSION TANK WILL
PROTECT YOUR WATER HEATER**

Plumbing codes require you to address this safety problem. No matter what your thermal expansion problem may be, whether for new construction or for retrofitting or remodeling an existing system, there are cost effective solutions for you outlined in the following pages of this guide.

_____ Initial Here to
Acknowledge Receipt

Plumbing Code Requirements
Thermal Expansion Control

Plumbing codes require that thermal expansion control be addressed in plumbing systems. **A temperature and pressure relief valve is not considered a thermal expansion device.** This is because when water is allowed to continuously drip from the T&P relief valve, minerals from the water can build up on the valve, eventually blocking it. This blockage can render the T&P valve useless and potentially lead to hot water heater explosions. The International Plumbing Code (IPC), Uniform Plumbing Code (UPC) and Standard Plumbing Code all require thermal expansion control to be addressed.

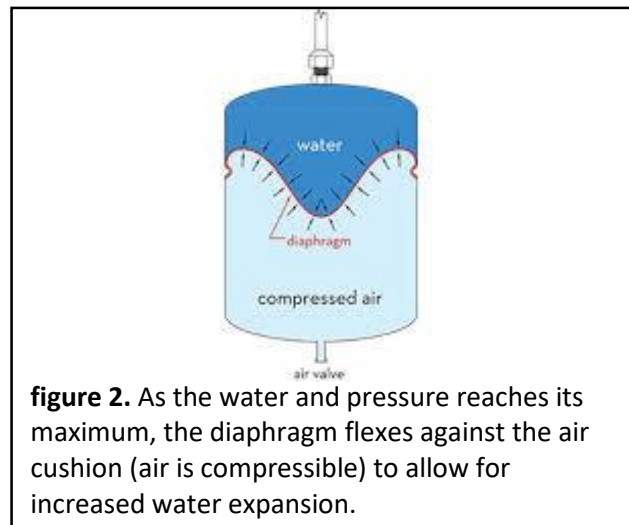
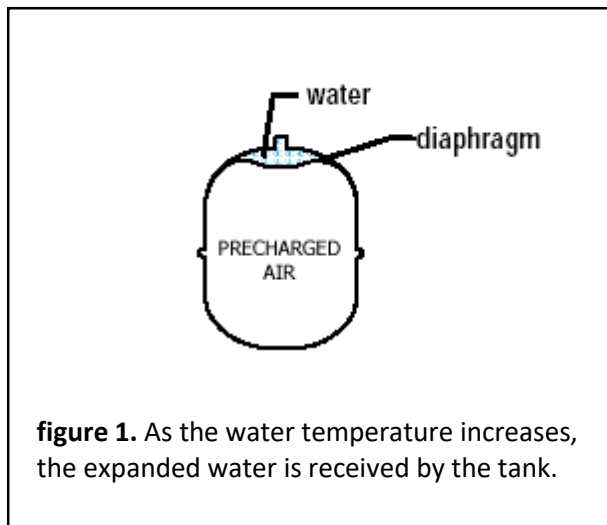
Water Containment vs Water Relief Solutions

Water Containment solutions allow for thermal expansion while containing thermally expanded water in the plumbing system. The Watts full line of thermal expansion tanks are considered water containment devices. These products require no installation of discharge lines or drains.

Water Relief solutions discharge thermally expanded water at a pressure setting that is below the setting of the water heater's temperature and pressure relief valve. Watts offers a variety of water relief solutions that can be installed on the system piping, in a water closet or on an outside faucet. These products must be piped to a suitable drain or discharge location.

How a Diaphragm Expansion Tank Works

When water is heated in a closed system it expands. Water is not compressible, therefore, the additional water volume created has to go someplace. When an expansion tank is installed the excess water enters the pre-pressurized tank (figure 1). As the temperature and pressure reaches its maximum, the diaphragm flexes against an air cushion (air is compressible) to allow for increased water expansion (figure 2). When the system is opened again or the water cools, the water leaves the tank and returns to the system.



Other Potable Water Thermal Expansion Solutions

Watts offers several other options for pressure relief besides expansion tanks. These products do not prevent against loss of water, like an expansion tank, but they do limit high pressure and prevent the annoying problems associated with thermal expansion. These products include the: Governor 80 combination toilet tank ball cock fill valve and thermal expansion relief valve; the 530C calibrated pressure relief valve; the BRV combination ball valve and relief valve and the H32 hose connection pressure relief valve.

_____ Initial Here to
Acknowledge Receipt

ATTENTION: NEW CUSTOMERS!
WARNING!

By installing a double check valve on your water meter, your home has lost the thermal expansion capabilities that were present before. Check with your plumber to make sure that your water heater is protected.

The purpose of installing a dual check valve at your meter is to prevent any backflow from entering the water system. If you have a “pop off valve” on your hot water heater, you should not have a problem.

By signing this form, you are verifying that you have been notified of possible problems involved with the installation of a double check valve. If you have any questions, please contact our office or call a licensed plumber.

Print Name

Signature

Date

(Rev 6-06)

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

KNOW ALL MEN BY THESE PRESENTS, that _____ (hereinafter called "Grantor(s)"), in consideration of one dollar (\$1.00) and other good and valuable consideration paid by **DEAN WATER SUPPLY CORPORATION** (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 Document #: _____ of Deed/OPR Records, Smith 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 _____, 20_____



Signature(s) _____ / _____
PrintName(s) _____ / _____

ACKNOWLEDGMENT

**STATE OF TEXAS §
COUNTY OF SMITH §**

This instrument was acknowledged before me on _____ by _____

Notary Public, State of Texas

SEAL

AFTER RECORDING RETURN TO:
Dean Water Supply Corporation
P.O. Box 4695
Tyler, TX 75712