

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Easement Agreement for Utilities

Date: ~~February~~ ^{04 March} 2024 *RL*

Grantor: BlueBird Park HOA

Grantor's Mailing Address: 106 Birdsong Ct., Glen Rose, TX 76043

Grantee: Green Acres Venture, LLC

Grantee's Mailing Address: 4448 E. Hwy 67, Rainbow, TX 76077

Dominant Estate Property: All that certain tract or parcel of land situated on Block 49 Milam County School Land Survey Abstract No. 136, in the City of Glen Rose, Somervell County, Texas, and being all of a called 5.4-acre tract more particularly described in Instrument No. 20220968 of the Somervell County Official Public Records and further described and shown in attached Exhibit A, a true and correct copy of the *Preliminary Plat of Creekside Edition*, which is hereby incorporated by reference as if fully set forth herein.

Easement Property: When the relevant equipment, devices, appliances and other property are installed by and/or on behalf of Grantee, the Easement herein granted shall be limited to a strip of land thirty (30) feet in width and sixty (60) feet in length, the location of which is indicated on the attached Exhibit A and demarcated via the area highlighted in yellow thereon.

Easement Purpose: For the installation, construction, operation, maintenance, replacement, repair, upgrade, and removal of sewer facilities and any and all related facilities (collectively, the "Facilities").

Consideration: The sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by Grantor.

Reservations from and Exceptions to Conveyance and Warranty: Validly existing easements, rights-of-way, and prescriptive rights, whether of record or not as well as all presently recorded and validly existing instruments, other than conveyances of the surface fee estate, that affect the Property.

Grant of Easement: Grantor, for the Consideration and subject to the Reservations from Conveyance and Exceptions to Warranty, grants, sells, and conveys to Grantee and Grantee's heirs, successors, and assigns an easement over, on, and across the Easement Property for the Easement Purpose, together with all and singular the rights and appurtenances thereto in any way

belonging (collectively, the "Easement"), to have and to hold the Easement to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs, successors, and assigns to warrant and forever defend the title to the Easement in Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the Easement or any part of the Easement, except as to the Reservations from Conveyance and Exceptions to Warranty, to the extent that such claim arises by, through, or under Grantor but not otherwise.

Further Consideration for Agreement: The following provision constitutes additional consideration in furtherance of this Agreement itself and is hereby agreed to by the parties:

Grantee agrees to construct a minimum of an eight (8) foot, commercial-grade privacy fence to run along the western boundary of Grantor's property and the eastern boundary of Grantee's property, outside of any Bluebird HOA land. The length of said privacy fence shall be approximately 380 (three-hundred eighty) feet, extending between approximately the center of the eastern boundary of Grantee's Lot 15 to approximately the center of the eastern boundary of Grantee's Lot 20. See attached Exhibit A for more details as to location and length of privacy fence. See attached Exhibit B for more details as to materials and warranty of the first privacy fence built by Grantee.

The privacy fence shall be constructed prior to the development being released by the city (prior to building permits being pulled), and at no time shall vegetation be allowed to compromise the integrity of the fence.

Terms and Conditions: The following terms and conditions apply to the Easement granted by this agreement:

1. *Character of Easement.* The Easement is appurtenant to, runs with, and inures to the benefit of all or any portion of the Dominant Estate Property, whether or not the Easement is referenced or described in any conveyance of all or such portion of the Dominant Estate Property. The Easement is nonexclusive and irrevocable. The Easement is for the benefit of Grantee and Grantee's heirs, successors, and assigns who at any time own any interest in the Dominant Estate Property (as applicable, the "Holder").
2. *Duration of Easement.* The duration of the Easement is perpetual.
3. *Reservation of Rights.* Holder's right to use the Easement Property is nonexclusive, and Grantor reserves for Grantor and Grantor's heirs, successors, and assigns the right to use all or part of the Easement Property in conjunction with Holder as long as such use by Grantor and Grantor's heirs, successors, and assigns does not interfere with the use of the Easement Property by Holder for the Easement Purpose, and the right to convey to others the right to use all or part of the Easement Property in conjunction with Holder, as long as such further conveyance is subject to the terms of this agreement.
4. *Secondary Easement.* Holder has the right (the "Secondary Easement") to use as much of the surface of the property that is adjacent to the Easement Property ("Adjacent Property") as

may be reasonably necessary to install and maintain the Facilities within the Easement Property that are reasonably suited for the Easement Purpose. However, Holder must promptly restore the Adjacent Property to its previous physical condition if changed by use of the rights granted by this Secondary Easement.

5. *Improvement and Maintenance of Easement Property.* Improvement and maintenance of the Easement Property and the Facilities will be at the sole expense of Holder. Holder has the right to eliminate any encroachments into the Easement Property. Holder must maintain the Easement Property in a neat and clean condition. Holder has the right to construct, install, maintain, replace, and remove the Facilities under or across any portion of the Easement Property. All matters concerning the Facilities and their configuration, construction, installation, maintenance, replacement, and removal are at Holder's sole discretion, subject to performance of Holder's obligations under this agreement. Holder has the right to remove or relocate any fences within the Easement Property or along or near its boundary lines if reasonably necessary to construct, install, maintain, replace, or remove the Facilities, subject to replacement of the fences to their original condition on the completion of the work. Further, Grantee and/or Holder has the acknowledged and unfettered right herein to assign the responsibility of the maintenance of any and all Easement Property, including the Facilities as defined herein, to a willing municipality.

6. *Equitable Rights of Enforcement.* This Easement may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm, and will be obtainable only by the parties to or those benefited by this agreement; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.

7. *Attorney's Fees.* If either party retains an attorney to enforce this agreement, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.

8. *Binding Effect.* This agreement binds, benefits, and may be enforced by the parties and their respective heirs, successors, and permitted assigns.

9. *Choice of Law.* This agreement will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in the county or counties in which the Easement Property is located.

10. *Counterparts.* This agreement may be executed in multiple counterparts. All counterparts taken together constitute this agreement.

11. *Waiver of Default.* A default is not waived if the nondefaulting party fails to declare default immediately or delays in taking any action with respect to the default. Pursuit of any remedies set forth in this agreement does not preclude pursuit of other remedies in this agreement or provided by law.

12. *Further Assurances.* Each signatory party agrees to execute and deliver any additional documents and instruments and to perform any additional acts necessary or appropriate to perform the terms, provisions, and conditions of this agreement and all transactions contemplated by this agreement.

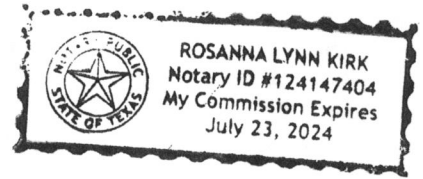
13. *Indemnity.* Each party agrees to indemnify, defend, and hold harmless the other party from any loss, attorney's fees, expenses, or claims attributable to breach or default of any provision of this agreement by the indemnifying party. The obligations of the parties under this provision will survive termination of this agreement.

14. *Survival.* The obligations of the parties in this agreement that cannot be or were not performed before termination of this agreement survive termination of this agreement.

15. *Entire Agreement.* This agreement and any exhibits are the entire agreement of the parties concerning the Easement Property and the grant of the Easement by Grantor to Grantee. There are no representations, agreements, warranties, or promises, and neither party is relying on any statements or representations of the other party or any agent of the other party, that are not expressly set forth in this agreement and any exhibits.

16. *Legal Construction.* If any provision in this agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof, and this agreement will be construed as if the unenforceable provision had never been a part of the agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. This agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.

17. *Notices.* Any notice required or permitted under this agreement must be in writing. Any notice required by this agreement will be deemed to be given (whether received or not) the earlier of receipt or three business days after being deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this agreement. Notice may also be given by regular mail, personal delivery, courier delivery, or e-mail and will be effective when received. Any address for notice may be changed by written notice given as provided herein.



GRANTOR:

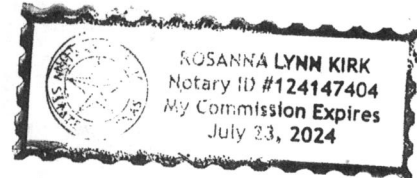
BlueBird Park HOA

BY: *Andy Lounsberry*
Andy Lounsberry, President

GRANTEE:

Green Acres Venture, LLC

BY: *James W. Gosdin*
James Gosdin, Managing Member

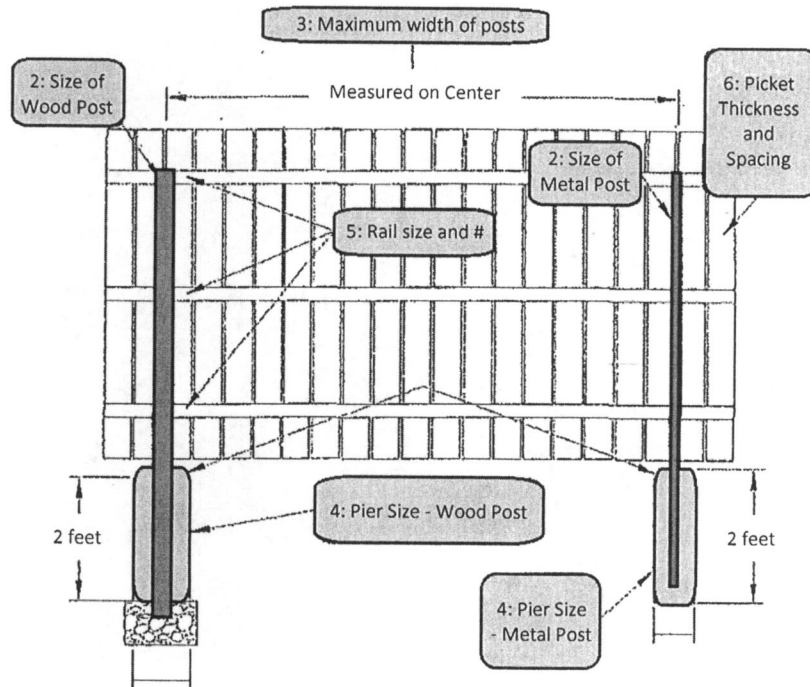


PREPARED IN THE OFFICE:
FRASER, WILSON & BRYAN, P.C.
193 S. Graham Street
Stephenville, Texas 76401

AFTER RECORDING RETURN TO:
FRASER, WILSON & BRYAN, P.C.
193 S. Graham Street
Stephenville, Texas 76401

Fence Design Standards

Structural Standards Diagram for Wooden Fences 30-inches to 8-feet in height*



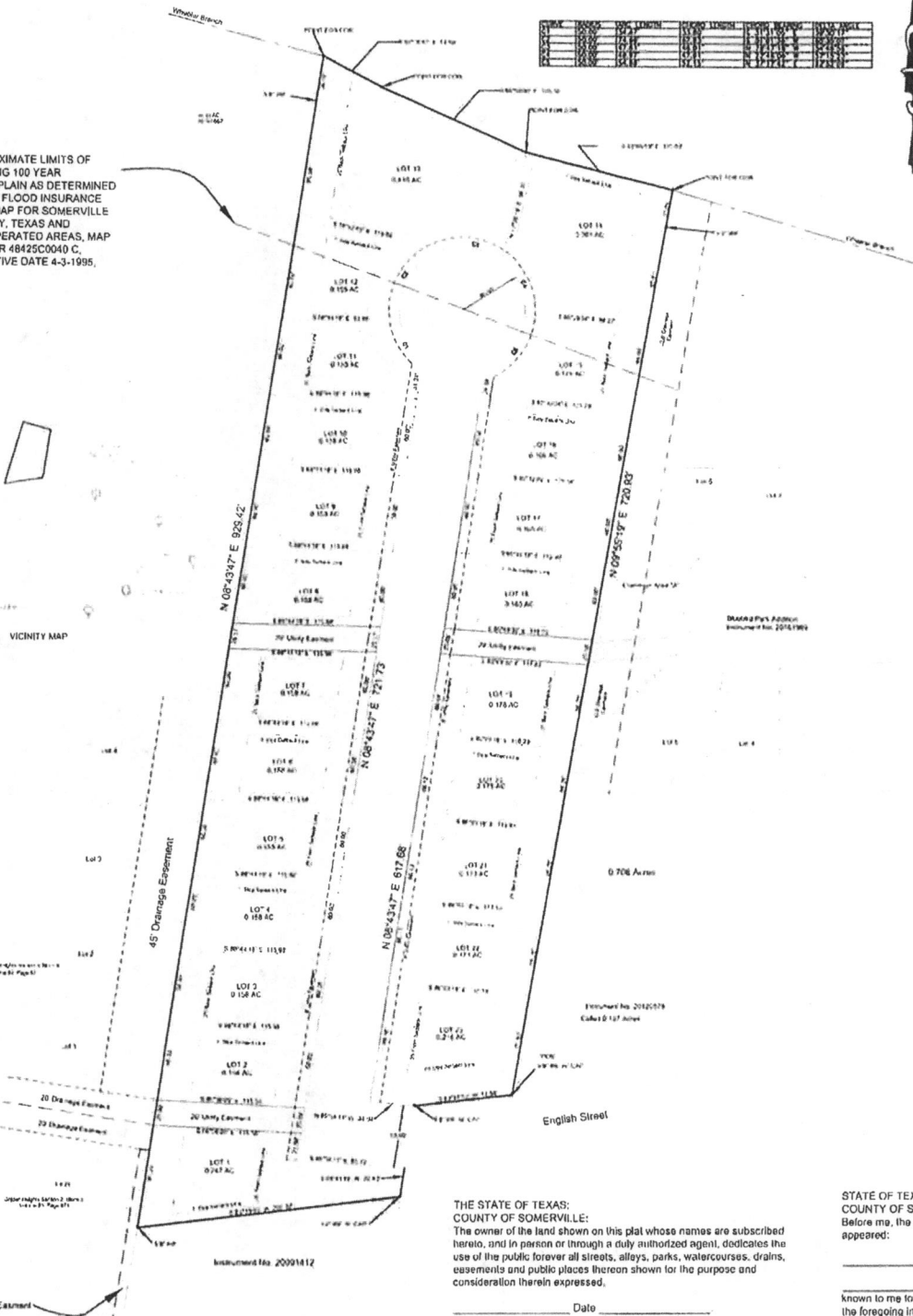
1. All materials shall be treated wood, or wood of natural resistance to decay, hot-dip galvanized steel, or plastic materials. Installation and durability standards for plastic fencing material shall meet all manufacturer's standards and specifications, which standards and specifications must also meet all requirements for approval of fence materials under the City's Building Code. All wood shall be construction grade 2 or better.
2. Fence posts shall consist of one of the following for a five- to 6 1/2-foot fence: four-inch by four-inch wood post or 1 7/8-inch diameter steel pipe with a wall thickness of 0.120 inches; or 1 7/8-inch square standard gauge steel pipe with a wall thickness of 0.120 inches. Fence posts shall consist of one of the following for a fence over 6 1/2 feet to eight feet: four-inch by four-inch or four-inch by six-inch wood post, or 2 3/8-inch diameter steel pipe with a wall thickness of 0.130 inches; or 2 3/8-inch square standard gauge steel pipe with a wall thickness of 0.130 inches.
3. Fence posts for a five- to 6 1/2-foot fence shall be spaced a maximum of eight feet on center. Fence posts for a fence over 6 1/2 feet to eight feet shall be spaced a maximum of one of the following lengths: if a four-inch by six-inch wood post is used, the posts shall be spaced eight feet on center; or if a four-inch by four-inch wood post is used, the fence posts shall be spaced six feet on center; 2 3/8-inch diameter steel pipe or 2 3/8-inch square standard gauge steel pipe is to be spaced a maximum of eight feet on center.
4. Four-inch by four-inch wood fence posts shall be set in a minimum ten-inch diameter concrete pier, extending a minimum of two feet deep. Metal posts shall be set in a minimum eight-inch diameter concrete pier, extending a minimum of two feet deep. Four inch by six-inch wood fence posts shall be set in a minimum 12-inch diameter concrete pier, again extending a minimum of two feet deep.
5. Any wooden stockade style fence five feet to 6 1/2 feet that is visually nontransparent shall have a minimum of three two-inch by four-inch rails. Any wooden stockade style fence over 6 1/2 feet to eight feet that is visually nontransparent will have a minimum of four two-inch by four-inch rails.
6. Vertical wooden fence boards or pickets shall be a minimum of one inch in thickness and all pickets shall be spaced such that a sphere four inches in diameter cannot pass through.

*All measurements for fence materials are nominal measurements in accordance with generally accepted industry standards. Any masonry or concrete fence shall be reviewed by the City and constructed in accordance with the City's Building Code.



APPROXIMATE LIMITS OF EXISTING 100 YEAR FLOODPLAIN AS DETERMINED BY THE FLOOD INSURANCE RATE MAP FOR SOMERVILLE COUNTY, TEXAS AND INCORPORATED AREAS, MAP NUMBER 48425C0040 C, EFFECTIVE DATE 4-3-1995.

VICINITY MAP



All That Certain Lot Tract Or Parcel Of Land Situated On Block 49 Milam County School Land Survey Abstract No. 136, In The City Of Glen Rose, Somerville County, Tx And Being All Of A Called 5.4 Acre Tract Described In Instrument No. 20220968 Of The Somerville County Official Public Records (SCOPR) And Being More Particularly Described By Notes And Bounds As Follows:

Beginning At A 5/8" Iron Rod With Aluminum Cap Marked "Vaughn Surveyor No. 1807" Found In The Northeastly Line Of English Street, And The Southwest Corner Of A Tract Recorded In 20120576 (SCOPR).

Thence S 83°47'52" W Along The West Line Of English Street, A Distance Of 77.96 Feet To A 5/8" Iron Rod Marked "RPS 314".

Thence S 08°41'49" W Along The West Line Of English Street, A Distance Of 72.43 Feet To A 1/2" Iron Rod Found At The Northeastly Corner Of A 0.42 Acre Tract Recorded In Instrument No. 20091412 (SCOPR).

Thence S 83°19'03" W, Running Just Northerly Of A Fence, A Distance Of 207.32 Feet To A 5/8" Iron Rod Found In The Easterly Line Of Lot 29 Block 1 Of The Golden Heights Addition Section Two, As Shown By Plat Recorded In Volume 83, Page 873 Of The Somerville County Deed Records (SCDR).

Thence N 08°43'47" E, Along The West Line Of This Tract, The East Line Of Golden Heights Section 3 Block 8 Recorded In Volume 82, Page 827 (SCDR) And The East Line Of A Called 34.59 Acre Tract Recorded In Instrument No. 20150682 (SCOPR), A Distance Of 929.42 Feet To A Point In Wheeler Branch, From Which A 5/8" Iron Rod Marked "RPS 314" Found For Reference Bears S 08°43'47" W 36.19 Feet.

Thence Down Wheeler Branch And A Tract Described In Volume 54, Page 305 (SCDR), And A Tract Described In Volume 47, Page 661 (SCDR) As Follows: S 62°00'00" E 51.98 Feet To A Point For Corner, S 08°00'00" E 120.00 Feet To A Point For Corner, And S 78°09'59" E 120.03 Feet To A Point For Corner At The North West Corner Of The Bluebird Park Addition As Shown By Plat Recorded In Instrument No. 20121129 Of The Somerville County Official Public Records (SCOPR): Witt Found 1/2" Iron Rod S 09°59'19" W 30.04 Feet.

Thence S 09°59'19" W Mostly Along A Fence, A Distance Of 720.93 Feet To The Point Of Beginning And Containing 5.395 Acres.

THE STATE OF TEXAS:
COUNTY OF SOMERVILLE:
The owner of the land shown on this plat whose names are subscribed hereto, and in person or through a duly authorized agent, dedicates the use of the public forever all streets, alleys, parks, watercourses, drains, easements and public places thereon shown for the purpose and consideration therein expressed.

Date _____

Date _____

STATE OF TEXAS:
COUNTY OF SOMERVILLE:
Before me, the undersigned authority on this day personally appeared:

known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purpose and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal on this the _____ day of _____, 2023.

Notary Public - Somerville County, Texas

SOMERVILLE COUNTY, TEXAS
MILAM CO. SCHOOL LAND SURVEY, Abstract No. 136
Preliminary Plat of
Creekside Edition
BEING ALL OF A CALLED 5.4 ACRE TRACT DESCRIBED IN
INST. NO. 20220968

CERTIFICATE OF RECORD

STATE OF TEXAS:
COUNTY OF SOMERVILLE:
I, Michelle Reynolds, County Clerk of Somerville County do hereby certify that the foregoing Plat with its certificate of authentication was filed for record in my office on the _____ day of _____, 2023 at _____ o'clock, _____ M, in the Official Public Records of said County and in Plat Cabinet _____ Slide No. _____

In testimony whereof, witness my hand and official seal of office, this the _____ day of _____, 2023.

Michelle Reynolds
Clerk, County Court
Somerville County, Texas

EXHIBIT A

- THIS PROPERTY IS LOCATED IN FLOOD ZONE "X" OUTSIDE THE 500 YEAR FLOOD PLAIN AS SHOWN ON FLOOD INSURANCE RATE MAP NO. 48425C0050 C, DATED APRIL 3RD, 1995.
- UTILITIES SHOWN REFLECT ONLY THOSE THAT WERE VISIBLE APPARENT AND FOUND DURING THE COURSE OF THE SURVEY OR EASEMENT DESCRIPTIONS FURNISHED TO US PRIOR TO THE SURVEY.
- THE SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENT OF RECORD ENCUMBRANCES, RESTRICTIVE CONVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS THAT A CURRENT TITLE SEARCH MAY DISCLOSE.

I HEREBY CERTIFY THAT THIS IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE CIRCUIT UNDER MY SUPERVISION
- PRELIMINARY NOT FOR TRANSFER OF REAL PROPERTY -
BILLY D. MURPHY
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 3362
DATED THIS THE _____ DAY OF _____, 2023