

**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 and Access**

**Date:** \_\_\_\_\_

**Grantors:** SOMERVELL COUNTY WATER DISTRICT

**Grantors' Mailing Address:**

SOMERVELL COUNTY WATER DISTRICT  
P.O. Box 1386  
Glen Rose, Texas 76043

**Grantee:** CITY OF GLEN ROSE, TEXAS

**Grantee's Mailing Address:**

CITY OF GLEN ROSE  
P.O. Box 1949  
Glen Rose, Texas 76043

**Easement Property:**

**BEING** a 0.0131 acre out of Blocks 9 and 10 of the H.F. Martin Subdivision out of Block 48 of the Milam County School Land Survey, A-136, Glen Rose, Somervell County, Texas, same being out of a 0.60 acre tract recorded in Volume 130, Page 844, Official Public Records, Somerville County, Texas, and being more particularly described as follows:

**COMMENCING** at a found 5/8 inch iron rod with plastic cap marked "RPLS 314" at the southeast corner of said 0.60 acre tract; **THENCE** South 65 degrees 45 minutes 30 seconds West along the south boundary line of said 0.60 acre tract, a distance of 141.56 feet to the southeast corner of a twelve (12') feet wide Utility and Access Easement, recorded in Doc. No. 2017-1445, Official Public Records, Somervell County;

**THENCE** North 25 degrees 09 minutes 32 seconds West, along the east boundary line of said 12' wide Utility and Access Easement, a distance of 24.61 feet a point;

**THENCE** North 64 degrees 50 minutes 28 seconds East, along the east boundary line of said 12' wide Utility and Access Easement, a distance of 18.69 feet a point;

**THENCE** North 22 degrees 35 minutes 37 seconds West, along the east boundary line of said 12' wide Utility and Access Easement, a distance of 15.84 feet to the **POINT OF BEGINNING** and southwest corner of tract;

**THENCE** North 22 degrees 35 minutes 37 seconds West, along the east boundary line of said 12' wide Utility and Access Easement, a distance of 26.26 feet to a point for the northwest corner

of this tract, where the northeast corner of said 12' wide Utility and Access Easement bears 182.75' N 22°35'37" W, from which the northwest corner of said 0.60 acre tract bears 1 3.96' N 10°30'51" W;

**THENCE** South 72 degrees 12 minutes 31 seconds East a distance of 37.08 feet to a point for the northeast corner of this tract; **THENCE** South 17 degrees 47 minutes 29 seconds West a distance of 20.00 feet to a point for the southeast corner of this tract; **THENCE** North 72 degrees 12 minutes 31 seconds West a distance of 20.07 feet to the Point of Beginning containing an area of 0.0131 acres

**Easement Purpose:** For the installation, construction, operation, maintenance, replacement, repair, upgrade, and removal of and related facilities (collectively, the "Facilities"), and for providing free and uninterrupted pedestrian and vehicular ingress to and egress from.

**Consideration:** Good and valuable consideration, the receipt and sufficiency of which are acknowledged by Grantor.

**Reservations from Conveyance:** None.

**Exceptions to Warranty:** None.

**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.

**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.

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 and inures to the benefit of 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 any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

11. *Waiver of Default.* It is not a waiver of or consent to default if the nondefaulting party fails to declare immediately a default or delays in taking any action. 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.

14. *Entire Agreement.* This agreement and any exhibits are the entire agreement of the parties concerning the Dominant Estate Property, 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 any agent of the other party, that are not expressly set forth in this agreement and any exhibits.

15. *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. Article and section headings in this agreement are for reference only and are not intended to restrict or define the text of any section. This agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.

16. *Notices.* Any notice required or permitted under this agreement must be in writing. Any notice required by this agreement will be deemed to be delivered (whether actually received or not) when 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, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

17. *Recitals.* Any recitals in this agreement are represented by the parties to be accurate, and constitute a part of the substantive agreement.

18. *Time.* Time is of the essence. Unless otherwise specified, all references to "days" mean calendar days. Business days exclude Saturdays, Sundays, and legal public holidays. If the date for performance of any obligation falls on a Saturday, Sunday, or legal public holiday, the date for performance will be the next following regular business day

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BEN MIETH, President, Somervell County Water  
District

\_\_\_\_\_  
JULIA DOUGLAS, Mayor, City of Glen Rose

STATE OF TEXAS )

COUNTY OF SOMERVELL )

This instrument was acknowledged before me on \_\_\_\_\_, 2021, by  
BEN MIETH, President, Somervell County Water District.

\_\_\_\_\_  
Notary Public, State of Texas

STATE OF TEXAS )

COUNTY OF SOMERVELL )

This instrument was acknowledged before me on \_\_\_\_\_, 2021, by  
JULIA DOUGLAS, Mayor, the City of Glen Rose, Texas.

\_\_\_\_\_  
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

AFTER RECORDING RETURN TO:

LAW OFFICES OF BRADY L. PENDLETON  
P.O. BOX 483  
STEPHENVILLE, TX 76401  
Tel: (254) 965-4000  
Fax: (817) 887-3196

LAW OFFICES OF BRADY L. PENDLETON  
P.O. BOX 483  
STEPHENVILLE, TX 76401



**EXHIBIT "A"**

**FIELD NOTES  
FOR  
A 0.0131 ACRE TRACT  
OUT OF  
BLOCKS 9 AND 10 OF THE H.F. MARTIN SUBDIVISION  
OUT OF  
BLOCK 48 OF THE MILAM COUNTY SCHOOL LAND SURVEY, A-136  
GLEN ROSE, SOMERVELL COUNTY, TEXAS**

**BEING** a 0.0131 acre out of Blocks 9 and 10 of the H.F. Martin Subdivision out of Block 48 of the Milam County School Land Survey, A-136, Glen Rose, Somervell County, Texas, same being out of a 0.60 acre tract recorded in Volume 130, Page 844, Official Public Records, Somervell County, Texas, and being more particularly described as follows:

*Basis of Bearings is Grid North, NAD 83 Texas North Central Zone based on GPS observations*

**COMMENCING** at a found 5/8 inch iron rod with plastic cap marked "RPLS 314" at the southeast corner of said 0.60 acre tract;  
**THENCE** South 65 degrees 45 minutes 30 seconds West, along the south boundary line of said 0.60 acre tract, a distance of 141.56 feet to the southeast corner of a twelve (12') feet wide Utility and Access Easement, recorded in Doc. No. 2017-1445, Official Public Records, Somervell County;  
**THENCE** North 25 degrees 09 minutes 32 seconds West, along the east boundary line of said 12' wide Utility and Access Easement, a distance of 24.61 feet a point;  
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**THENCE** North 22 degrees 35 minutes 37 seconds West, along the east boundary line of said 12' wide Utility and Access Easement, a distance of 15.84 feet to the **POINT OF BEGINNING** and southwest corner of tract;  
**THENCE** North 22 degrees 35 minutes 37 seconds West, along the east boundary line of said 12' wide Utility and Access Easement, a distance of 26.26 feet to a point for the northwest corner of this tract, where the northeast corner of said 12' wide Utility and Access Easement bears 182.75' N 22°35'37" W, from which the northwest corner of said 0.60 acre tract bears 13.96' N 10°30'51" W;  
**THENCE** South 72 degrees 12 minutes 31 seconds East a distance of 37.08 feet to a point for the northeast corner of this tract;  
**THENCE** South 17 degrees 47 minutes 29 seconds West a distance of 20.00 feet to a point for the southeast corner of this tract;  
**THENCE** North 72 degrees 12 minutes 31 seconds West a distance of 20.07 feet to the Point of Beginning containing an area of 0.0131 acres. Surveyed on October 5, 2021. Survey plat accompanies these field notes as Exhibit "B".



Riley Griffith, RPLS No. 5863  
Dated 10/05/2021

*Environmental, Civil & Geotechnical Engineers*

**Abilene Office**  
402 Cedar  
Abilene, Texas 79601  
P.O. Box 3097  
Abilene, Texas 79604  
325.698.5560 | 325.691.0058 fax

**Lubbock Office**  
6310 Genoa Avenue, Suite E  
Lubbock, Texas 79424  
806.794.1100 | 806.794.0778 fax  
[www.e-ht.com](http://www.e-ht.com)

**Granbury Office**  
1310 Weatherford Highway, Suite 116  
Granbury, Texas 76048  
682.498.6000 | 682.498.6293 fax  
PE Firm Registration No. 1151  
PG Firm Registration No. 50103  
RPLS Firm Registration No. 10011900



20 0 40

SCALE IN FEET

MILAM COUNTY SCHOOL LAND SURVEY,  
BLOCK 48  
ABSTRACT NO. 213

12' WIDE UTILITY  
& ACCESS EASEMENT

SOMERVELL COUNTY  
WATER DISTRICT  
VOLUME 130, PAGE 844,  
OFFICIAL PUBLIC RECORDS

20' ELECTRICAL  
EASEMENT  
0.013 ACRES

P.O.C.  
FOUND  
5/8" IRON  
ROD (314)

141.56'  
S 64° 45' 30" W  
177.95'  
NE BARNARD STREET

I, RILEY ELMER GRIFFITH, R.P.L.S. #5863 DO  
HEREBY CERTIFY THAT THE PLAT HEREON  
WAS PREPARED FROM AN ACTUAL SURVEY  
MADE ON THE GROUND DURING THE MONTH

OF                      OCTOBER, 2021

RILEY ELMER GRIFFITH, R.P.L.S. #5863

DATE                      10/05/2021



LINE	BEARING	DISTANCE
L1	N 25°09'32" W	24.61'
L2	N 64°50'28" E	18.69'
L3	N 22°35'37" W	15.84'
L4	N 22°35'37" W	26.28'
L5	S 72°12'31" E	37.08'
L6	S 17°47'29" W	20.00'
L7	N 72°12'31" W	20.07'

FIELD NOTES ACCOMPANY THIS SURVEY PLAT AS  
EXHIBIT "A".

**EXHIBIT "B"**  
**20' ELECTRICAL EASEMENT**  
OUT OF BLOCK 48, MILAM COUNTY  
SCHOOL LAND SURVEY, A - 136  
SOMERVELL COUNTY, TEXAS

JOB NO 5722-19

10/05/2021



**ENPROTEC/HIBBS & TODD, INC.**

ENVIRONMENTAL AND CIVIL ENGINEERING  
402 Cedar Street  
325-688-5560  
Abilene, Texas 79601  
PE Firm Registration No. 3151  
PG Firm Registration No. 50103  
RPLS Firm Registration No. 10011900