

UTILITY EASEMENT AND RIGHT-OF-WAY

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF ERATH

That CITY OF STEPHENVILLE

of the County of ERATH, State of Texas, hereinafter called "Grantor" (whether one or more), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, transfer, assign and convey unto UNITED ELECTRIC COOPERATIVE SERVICES, INC., a Texas corporation having its principal office at 2601 S. Burlison Blvd., Burlison, Texas, 76028, and to its successors and/or assigns, hereinafter called "United," a perpetual continuous easement and right-of-way (the "Easement") for the purpose of placing, constructing, installing, inspecting, improving, operating, reconstructing, repairing, maintaining, replacing, relocating, changing the configuration of, modifying in size, number, operating capacity or otherwise and removing utilities and utility services (including but not limited to electric distribution and data communications) and any and all related equipment, devices, appliances, and other property (including but not limited to poles, transmission, distribution, and other facilities and equipment, variable numbers of wires, lines, cables, surface mounted equipment, meters, conduits, manholes, vaults, transformers, switches, and sectionalizing devices) as they now exist or shall be hereinafter installed, including all appurtenances, attachments, and related acts deemed by United to be necessary and/or desirable for its operation, over, under, across and upon Grantor's land, said land being situated in the HANCOCK C. SMITH Survey, Abstract No. 681, ERATH County, Texas, containing 536.40 acres, more particularly described in deed from NAC INVESTMENTS, LLC, A LIMITED LIABILITY COMPANY to CITY OF STEPHENVILLE

dated NOVEMBER 6, 2013, and recorded as Instrument Number 2013-06984 or Volume, Page of the Deed Records of said County.

When the said equipment, devices, appliances and other property is/are installed as designated by United, the Easement herein granted shall be limited to a strip of land thirty (30) feet in width as described in Exhibit A. Notwithstanding any other provision to the contrary, in addition to the strip of land thirty (30) feet in width located as specified in this paragraph, United shall have the right as part of the Easement to use at any time as much of the surface of the land of Grantor adjacent to such strip of land thirty (30) feet in width as may be reasonably necessary for United to enjoy the benefits of the Easement and/or to exercise its rights with respect to the Easement.

United (and its designees) is hereby granted as part of the Easement, (a) the right of pedestrian and vehicular ingress and egress over, across and upon said land for the purpose of placing, constructing, installing, inspecting, improving, operating, reconstructing, repairing, maintaining, replacing, relocating, changing the configuration of, modifying in size, number, operating capacity or otherwise and removing the said utility(ies) and/or utility service(s) and related equipment, devices, appliances, and other property, as well as reading any meter and performing any act related to the utility(ies) and/or the utility service(s); (b) the right (but not the obligation) to relocate said road, if the same is widened in the future; (c) the right (but not the obligation) to trim, remove, or chemically treat with herbicide any trees and other foliage located thereon which might, in the judgment of United, damage or interfere with the operation of any permitted utility(ies), utility service(s) or related equipment, device, appliance and/or other property or otherwise be preferable; and (d) the right (but not the obligation) to prevent the construction or placement within the Easement herein granted of any buildings, materials, structures or other obstructions which may, in the sole judgment of United, endanger or interfere with United's use of this Easement or the efficiency, safety or convenient operation of said utility(ies), utility service(s), or related equipment, devices, appliances and other property now or at any time in the future. If such buildings, materials, structures, or other obstructions are constructed or otherwise placed within the Easement by Grantor or any other party, without the prior written consent of United, then United shall have the right to remove same from such space and the Grantor agrees to pay United the reasonable cost of such removal. Grantor shall not make changes in grade, elevation or contour of the land within the Easement without prior written consent of United. This agreement, easement and right-of-way, together with all other provisions of this grant, shall constitute a covenant burdening the land and is an easement in gross for the benefit of United, its successors and assigns.

The Grantor expressly reserves for Grantor, and Grantor's successors and assigns, all rights to use the land with respect to which this Easement is herein granted for purposes which do not, in the sole judgment of United, interfere with the exercise by United of the rights hereby granted. The rights hereby granted to United may be assigned (and/or licensed) by United in whole or in part. The Grantor agrees that all equipment, devices, appliances and other property, installed over, under, across, and upon the above-described lands, shall remain the property of the installing party, removable at the option of United. Grantor further covenants that Grantor, Grantor's heirs, successors and assigns shall facilitate and assist United in exercising its rights herein described. Grantor further covenants that Grantor, Grantor's heirs, successors and assigns shall not, individually, or in combination with others, interfere directly or indirectly with United's use of this Easement now or at any time in the future, or with the efficiency, safety, or convenient operation of the utility(ies), utility service(s), related equipment, devices, appliances, and/or other property.

This Utility Easement and Right-Of-Way contains all covenants and terms between Grantor and United related to the Easement. Any oral representations or modifications concerning this Utility Easement and Right-Of-Way shall be of no force and effect. Any subsequent amendment or modification to this Utility Easement and Right-Of-Way must be in writing and agreed to by the Grantor and United. No waiver by United of any default or breach of any covenant, condition, or stipulation herein contained, or delay by United in the utilization of any right herein granted, shall be treated as a waiver of any subsequent default or breach of the same or any other covenant condition or stipulation, or as a waiver of any right of United or of the ability of United to utilize any such right at a future date.

TO HAVE AND TO HOLD the Easement unto said United, its successors and assigns, forever, and Grantor hereby binds Grantor, and Grantor's successors, assigns, and heirs to warrant and forever defend said Easement unto United, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED the day of, 20.

GRANTOR: [Signature line]

ACKNOWLEDGMENT

THE STATE OF TEXAS

COUNTY OF ( )

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
by \_\_\_\_\_.

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

ACKNOWLEDGMENT

THE STATE OF TEXAS

COUNTY OF ( )

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
by \_\_\_\_\_.

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

CORPORATE ACKNOWLEDGMENT

THE STATE OF TEXAS

COUNTY OF ( )

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
by \_\_\_\_\_

of \_\_\_\_\_

a \_\_\_\_\_ corporation, on behalf of said corporation.

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

UCS Information

Representative: \_\_\_\_\_

Work Order/Service Order: \_\_\_\_\_

Location: \_\_\_\_\_

Grantor' s Name: \_\_\_\_\_

Account Number: \_\_\_\_\_

Please ensure the recorded easement is returned to:

UCS c/o Easement Clerk

PO Box 290

Stephenville, Texas 76401

**EXHIBIT 'A'**  
**CITY OF STEPHENVILLE**  
**4.031 ACRES OR 175,573 SQUARE FEET**  
**30 FOOT WIDE EASEMENT**

**BEING** A TRACT OF LAND LOCATED IN THE HANCOCK C SMITH SURVEY, ABSTRACT NO. 681, WILLIAM D RICHARDSON SURVEY, ABSTRACT NO. 672, AND JOHN W BRADLEY SURVEY, ABSTRACT NO. 37, ERATH COUNTY, TEXAS AND BEING A PART OF THAT CERTAIN TRACT OF LAND DESCRIBED IN DEED TO CITY OF STEPHENVILLE, RECORDED IN DOCUMENT NUMBER 2013-06984, OFFICIAL PUBLIC RECORDS, ERATH COUNTY, TEXAS, (O.P.R.E.C.T.), AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT A CALCULATED POINT (N:6750551.50, E:2091317.46) FOR SOUTHEAST CORNER OF THIS EASEMENT ON THE NORTH LINE OF U.S. HIGHWAY 67 (120' WIDE RIGHT-OF-WAY) FROM WHICH A 3/8-INCH IRON ROD WITH CAP FOUND FOR THE EAST CORNER OF SAID CITY OF STEPHENVILLE TRACT BEARS NORTH 63 DEGREES 54 MINUTES 50 SECONDS EAST, A DISTANCE OF 3,861.34 FEET;

**THENCE** NORTH 66 DEGREES 30 MINUTES 57 SECONDS WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 30.30 FEET TO A CALCULATED POINT FOR WEST CORNER OF SAID EASEMENT;

**THENCE** NORTH 25 DEGREES 51 MINUTES 03 SECONDS EAST, LEAVING SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 2,351.92 FEET TO A CALCULATED POINT FOR AN INTERIOR CORNER OF SAID EASEMENT;

**THENCE** NORTH 13 DEGREES 19 MINUTES 45 SECONDS EAST, A DISTANCE OF 2,023.44 FEET TO A CALCULATED POINT FOR NORTHWEST CORNER OF SAID EASEMENT, FROM WHICH A BENT POST FOUND FOR THE NORTH CORNER OF SAID CITY OF STEPHENVILLE TRACT BEARS NORTH 01 DEGREES 56 MINUTES 10 SECONDS WEST, A DISTANCE OF 1,035.20 FEET;

**THENCE** SOUTH 76 DEGREES 49 MINUTES 08 SECONDS EAST, A DISTANCE OF 30.00 FEET TO A CALCULATED POINT FOR THE MOST NORTHERLY NORTHWEST CORNER OF SAID EASEMENT;

**THENCE** SOUTH 13 DEGREES 19 MINUTES 44 SECONDS WEST, A DISTANCE OF 2,007.01 FEET TO A CALCULATED POINT FOR AN INTERIOR CORNER OF SAID EASEMENT;

**THENCE** SOUTH 87 DEGREES 31 MINUTES 46 SECONDS EAST, A DISTANCE OF 1,471.40 FEET TO A CALCULATED POINT FOR THE MOST NORTHERLY EAST CORNER OF SAID EASEMENT;

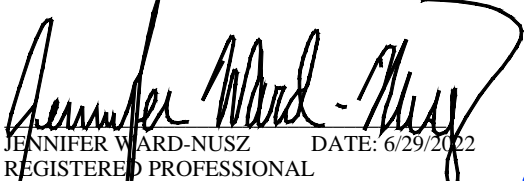
**THENCE** SOUTH 02 DEGREES 28 MINUTES 14 SECONDS WEST, A DISTANCE OF 30.00 FEET TO A CALCULATED POINT FOR THE MOST SOUTHERLY EAST CORNER OF SAID EASEMENT;

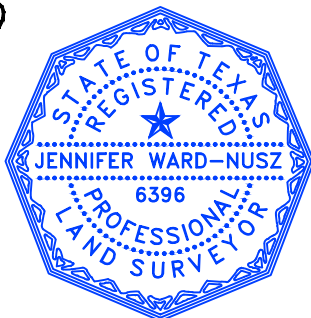
**THENCE** NORTH 87 DEGREES 31 MINUTES 46 SECONDS WEST, A DISTANCE OF 1,479.69 FEET TO A CALCULATED POINT FOR AN INTERIOR CORNER OF SAID EASEMENT;

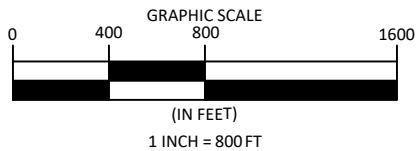
**THENCE** SOUTH 25 DEGREES 51 MINUTES 03 SECONDS WEST, A DISTANCE OF 2,342.46 FEET TO THE POINT OF BEGINNING AND CONTAINING 175,573 SQUARE FEET OR 4.031 ACRES.

BASIS OF BEARINGS DERIVED FROM THE STATE PLANE COORDINATE SYSTEM OF 1983, NAD83 (2011), NORTH CENTRAL ZONE (4202). DISTANCES SHOWN ARE SURFACE VALUES AND COORDINATES SHOWN ARE GRID VALUES.

SKETCH OF EVEN DATE ACCOMPANIES THIS DESCRIPTION.

  
JENNIFER WARD-NUSZ      DATE: 6/29/2022  
REGISTERED PROFESSIONAL  
LAND SURVEYOR NO. 6396, STATE OF TEXAS  
TEXAS FIRM REGISTRATION NO. 10064300





**EXHIBIT 'A'**

*MS CROW SURVEY ABSTRACT NO. 1035*  
*JOSEPH W ANDREWS SURVEY ABSTRACT NO. 16*

V & M ENTERPRISES, INC  
 INSTRUMENT NO. 2017-02832  
 O.P.R.E.C.T.

*JOHN W BRADLEY SURVEY ABSTRACT NO. 37*

*WILLIAM D RICHARDSON SURVEY ABSTRACT NO. 672*

*HANCOCK C SMITH SURVEY ABSTRACT NO. 681*

US HIGHWAY 67  
 (120' RIGHT-OF-WAY)

CITY OF STEPHENVILLE  
 DOCUMENT NO. 2013-06984  
 O.P.R.E.C.T.

ALLEN A+ RANCH, LTD  
 INSTRUMENT NO. 2020-6680  
 O.P.R.E.C.T.

*Jennifer Ward-Nusz*  
 \_\_\_\_\_  
 JENNIFER WARD-NUSZ  
 REGISTERED PROFESSIONAL  
 LAND SURVEYOR NO. 6396, STATE OF TEXAS  
 TEXAS FIRM NO. 10064300

NOTES:

1. BASIS OF BEARINGS DERIVED FROM THE STATE PLANE COORDINATE SYSTEM OF 1983, NAD83 (2011), TEXAS NORTH CENTRAL ZONE (4202). DISTANCES ARE SURFACE VALUES AND COORDINATES SHOWN ARE GRID VALUES. COMBINED SCALE FACTOR: 0.9999245492.
2. DESCRIPTION OF EVEN DATE ACCOMPANIES THIS SKETCH.
3. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE CERTIFICATE.
4. THIS EXHIBIT DOES NOT REFLECT ANY UNDERGROUND UTILITIES, EASEMENT OF RECORD OR OTHER ENCUMBRANCES THAT MAY AFFECT THE SUBJECT TRACT.



**LEGEND**

- |              |  |
|--------------|--|
| O.P.R.E.C.T. | OFFICIAL PUBLIC RECORDS, EARTH COUNTY, TEXAS |
| P.O.B.       | POINT OF BEGINNING                           |
| P.O.R.       | POINT OF REFERENCE                           |
| ▲            | CALCULATED CORNER                            |
| MON          | BENT POST                                    |
| ⊕            | 3/8" CAPPED IRON ROD                         |
| ▭            | EASEMENT AREA                                |
| ---          | ABSTRACT LINE                                |
| —            | SUBJECT PROPERTY LINE                        |
| —            | PROPERTY LINE                                |

P.O.B.  
 GRID COORDINATES  
 N:6750551.50  
 E:2091317.46

BPID: LINE 2, 3 & 4
JOB NUMBER: 69070
FIELD DATE: NOVEMBER 2021
SCALE: 1" = 800'
DATE: 03/29/2022, REV 6/29/2022
DRAWN BY: JCV

**PROVENANCE ENGINEERING  
 ELECTRIC LINE EASEMENT  
 4.031 ACRES, 175,572 SQUARE FEET**  
 CITY OF STEPHENVILLE  
 HANCOCK C SMITH SURVEY, WILLIAM D RICHARDSON SURVEY & JOHN W BRADLEY SURVEY  
 ABSTRACT NUMBERS 681, 672 & 1035  
 EARTH COUNTY, TEXAS

15 Smith Road, Suite 2000  
 Midland, Texas 79705  
 Ph: (432) 699-0601 Fax: (432) 699-0601  
 EMAIL: SAM@SAM.BIZ