

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

After filing return to: City of Wolfforth, P. O. Box 36, Wolfforth, Texas 79382

**WATERLINE EASEMENT AGREEMENT**

Preamble

This Agreement is made effective March 21, 2024, between Frenship Independent School District (“Grantor”) whose mailing address is 501 7<sup>th</sup> Street, Wolfforth, Lubbock County, Texas 79382 and the City of Wolfforth (“Grantee”) whose mailing address is City of Wolfforth, P. O. Box 36, Wolfforth, Lubbock County, Texas 79382.

Grant of Easement

1. For the consideration described in Paragraph 2, Grantor grants to Grantee an easement and right-of-way upon and across the following described property (the “Property”) of the Grantor:

0.36 acres out of a tract recorded in CCF #1992-26219, situated in Section 25, Block AK, G. Ry. Co. Survey, Abstract 246, Lubbock County, Texas, further described in Exhibit “A” attached hereto and incorporated herein for all purposes.

Consideration

2. This easement is granted in consideration of the Grantee's payment to Grantor of the sum of \$10.00 and other valuable consideration, receipt of which is hereby acknowledged.

Character of Easement

3. This instrument grants an easement in gross.

Purpose of Easement

4. This right-of-way easement, with its rights and privileges, shall be used only for the purpose of placing, constructing, operating, repairing, maintaining, rebuilding, replacing, relocating, and removing water pipelines.

Duration of Easement

5. This easement shall be perpetual.

## Warranty of Title

6. Grantor and Grantor's successors and assigns are and shall be bound to warrant and forever defend the easement and rights conveyed in this instrument to Grantee and Grantee's representatives, successors, and permitted assigns, against every person lawfully claiming or to claim all or any part of the interest in the Property by, through, or under Grantor, but not otherwise, except as to the Exceptions to Warranty and reservations set forth herein.

## 7. Exceptions to Warranty

All existing easements, right-of-ways and other conveyances of record and rights of parties in possession or apparent from inspection of the premises.

## Nonexclusiveness of Easement

8. The easement, rights, and privileges granted by this conveyance are nonexclusive, and Grantor, for itself, its successors and assigns, reserves and retains the right to convey similar rights and easements to such other persons as Grantor or its successors and assigns may deem proper.

## Indemnity

9. Grantee shall hold harmless, defend, and indemnify Grantor, its successors and assigns, against any suits, liabilities, claims, demands, or damages, including but not limited to personal injuries and attorneys' fees, arising from Grantee's exercise of easement rights granted by this instrument.

## Temporary Easements

10. In addition to the right-of-way easement located as specified in Paragraph 1, Grantee shall have the right to use as much of the surface of the Property adjacent to the easement as may be reasonably necessary for Grantee to construct and install the contemplated facilities in the easement. On completion of construction and installation, Grantee shall replace and restore all fences, walls, or other structures existing on the date of this Easement Agreement that may have been relocated or removed during the construction period. In addition, Grantee shall pay Grantor reasonable compensation both for fences, walls, or structures that may not be replaceable and for all vegetation and crops that are damaged or destroyed during construction.

## Termination

11. The easement, along with its rights and privileges shall terminate when the purpose of the easement, as described in Paragraph 4 of this Agreement, ceases to exist, is abandoned by Grantee, or becomes impossible of performance.

Rights Reserved

12. Grantor, for itself, its successors and assigns, retains, reserves, and shall continue to enjoy the use of the surface of the easement area described in Paragraph 1 of this Agreement for any and all purposes that do not interfere with and prevent Grantee's use of and access to the easement. Grantor may not block Grantee's access to the easement and, upon request by the Grantee, is responsible to remove any structure, improvement or other impediment placed or constructed by Grantor or with Grantor's approval which is blocking access to the easement. If Grantee must remove any structure, improvement or other impediment blocking access to the easement, Grantee will not be responsible to replace or repair any such structure, improvement, or other impediment.

Entire Agreement

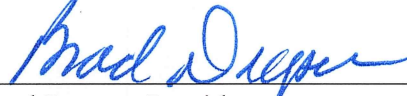
13. This Agreement contains the entire agreement between the parties relating to its subject matter. Any oral representations or modifications concerning this Agreement shall be of no force and effect. Any subsequent amendment or modification must be in writing and agreed to by both parties.

This Agreement shall bind and inure to the benefit of the Grantee and any Grantor-approved successor and assigns.

Executed this 21 day of March 2024.

Grantor:

FRENSHIP INDEPENDENT SCHOOL DISTRICT

  
\_\_\_\_\_  
Brad Draper, President  
Board of Trustees

Grantee:

CITY OF WOLFFORTH

\_\_\_\_\_  
Charles Addington, II, Mayor

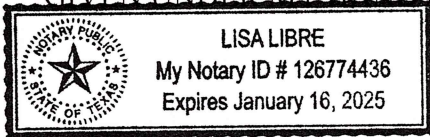
ATTEST:

\_\_\_\_\_  
Terri Robinette, City Secretary

STATE OF TEXAS           §  
  §  
COUNTY OF LUBBOCK   §

This instrument was acknowledged before me on the 21 day of March, 2024 by Brad Draper, President of the Frenship Independent School District Board of Trustees, on behalf of said district.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 21 day of March 2024.



Lisa Libre  
Notary Public, State of Texas

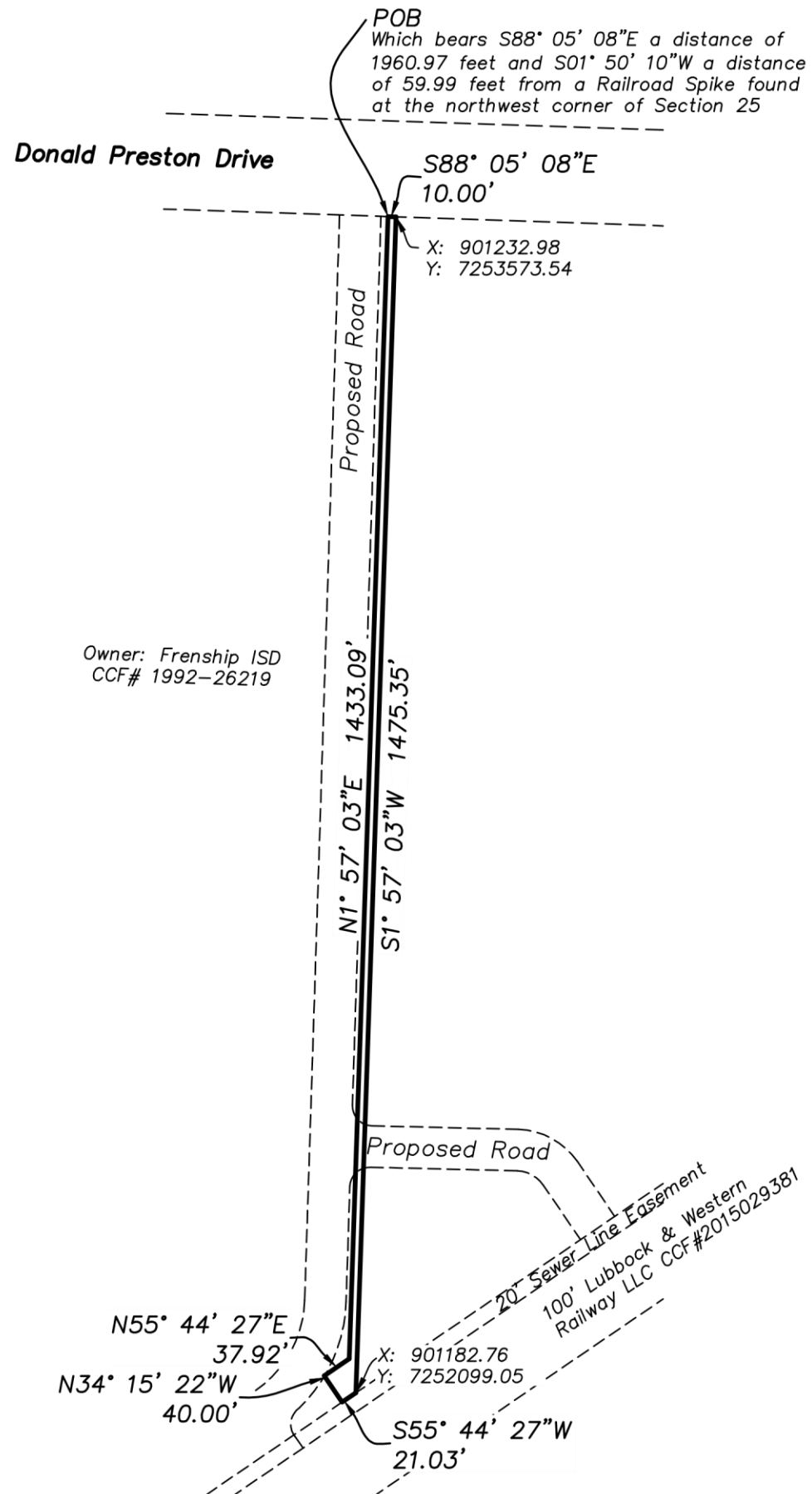
STATE OF TEXAS           §  
  §  
COUNTY OF LUBBOCK   §

This instrument was acknowledged before me on the \_\_\_\_\_ day of March, 2024, by Charles Addington II, Mayor of the City of Wolfforth, a governmental entity, on behalf of said City.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this \_\_\_\_ day of March 2024.

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

# EXHIBIT A



Owner: Frenship ISD  
CCF# 1992-26219

NOTE:  
P.O.B. = POINT OF BEGINNING.

Bearings based on U.S. State  
Plane of 1983

Texas North Central

Distances shown are grid distances.

This Drawing is on Grid

STATE OF TEXAS : KNOW ALL MEN BY THESE PRESENTS,  
COUNTY OF COLLINGSWORTH : that I, Richard E. Johnson, Registered  
Professional Land Surveyor, do hereby  
certify that I did cause to be surveyed  
on the ground the tract of land shown on this plat, and to the best  
of my knowledge and belief, the said description is true and correct.

IN WITNESS THEREOF, my hand and seal, this the 11th day of January,  
A.D., 2024.



Richard E. Johnson  
Registered Professional  
Land Surveyor #4263

An Underground Utility Easement, being 0.36 acres out of a tract  
recorded in CCF #1992-26219, situated in Section 25, Block AK, G.  
Ry. Co. Survey, Abstract 246, Lubbock County, Texas.

SCALE: 1" = 200'	PROJECT #23-LS0065	DRAWN BY:
DATE: 1/11/2024		FILE NAME:
<b>OJD Engineering, LLC</b> Consulting Engineers & Surveyors		806-447-2503 P.O. Box 543 Wellington, Texas 79095
Firm No. 10090900	DRAWING NUMBER	

FIELD NOTES for an Underground Utility Easement, being 0.36 acres out of a tract recorded in CCF #1992-26219, situated in Section 25, Block AK, G. Ry. Co. Survey, Abstract 246, Lubbock County, Texas, and more particularly described as follows.

BEGINNING in the south right-of-way line of Donald Preston Drive which bears S. 88° 05' 08" E. a distance of 1960.97 feet and S. 01° 50' 10" W. a distance of 59.99 feet from a Railroad Spike found at the northwest corner of Section 25 for the northwest corner of this easement.

THENCE S. 88° 05' 08" E., along said south line, a distance of 10.00 feet to the northeast corner of this easement.

THENCE S. 01° 57' 03" W. a distance of 1475.35 feet to the southeast corner of this easement.

THENCE S. 55° 44' 27" W. a distance of 21.03 feet to the most southerly southwest corner of this easement.

THENCE N. 34° 15' 22" W. a distance of 40.00 feet to the most westerly southwest corner of this easement.

THENCE N. 55° 44' 27" E. a distance of 37.92 feet to an angle corner of this easement.

THENCE N. 01° 57' 03" E. a distance of 1433.09 feet to the POINT OF BEGINNING and containing 0.36 acres of land.

\*\*\*\*\*

STATE OF TEXAS

: KNOW ALL MEN BY THESE PRESENTS, that I,

Richard E. Johnson, Registered Professional

COUNTY OF COLLINGSWORTH

: Land Surveyor, do hereby certify that I did cause to be surveyed on the ground

the above described tract of land, and to the best of my knowledge and belief, the said description is true and correct.

IN WITNESS  
2024.

THEREOF, my hand and seal, this the 11th day of January,



Richard E. Johnson

Registered Professional

Land Surveyor #4263