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**CONVEYANCE OF EASEMENT FOR
INGRESS, EGRESS AND ACCESS**


THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF UPSHUR §

Easement Grantor:

**Upshur County
c/o the County Commissioners
and County Judge of Upshur County, Texas
Authorized Agent: Judge Todd Tefteller
P.O. Box 790
Gilmer, Texas 75644**

**FILED
TERRI ROSS
COUNTY CLERK**
2021 MAY 14 AM 10:59
UPSHUR COUNTY, TX.
BY 
DEPUTY

Easement Grantee:

**The Glenwood Water Supply Corporation
A Texas Not for Profit Water Utility Corporation
Authorized Agent: Phillip Sinclair, President
Secretary Treasurer, Ed Holmes
P.O. Box 716
Gilmer, Texas 75645**

WHEREAS, the County of Upshur by and through its Commissioner's Court authorized at its agendaed January 29, 2021 meeting and as a result thereof hereby grants in accordance with said meeting and approved motion this agreement to the Glenwood Water Supply Corporation for a driveway easement across, on and over the North portion of the Glenwood School land now owned by the County of Upshur. Judge Todd Tefteller was on January 29, 2021 authorized to sign for Upshur County. The premises subject to the easement is the North half of that certain tract or parcel of land commonly known as the Old Glenwood School property lying along the North and

Westerly side of the F.M. Road No. 726 approximately 1/4th of a mile North-Northeast of F.M. 3358 in Upshur County, Texas, with said property being more particularly described in metes and bounds herein.

The fee for the easement will be \$1.00 per year plus other considerations set forth herein, the receipt and sufficiency of said consideration being hereby acknowledged. The term of the easement is to August 31st, 2103. The purpose of the easement is for the Glenwood Water Supply Corporation to have access across this approximately 0.8365 acre of land from the Northwestern right of way line of F.M. 726 across said acreage generally in a West-Northwest direction to a future water well site planned to be placed on a third party's private real property to be ultimately purchased by Grantee. The real property that is the subject of this easement will generally be the North half of the 1.673 acres of land lying in the David Meredith Survey, Abs. No. 315, Upshur County, Texas and being generally out of the North Northeast portion of the original Glenwood School grounds and better described as follows:

BEGINNING at a stake in the North boundary line of the David Meredith Survey at the NW corner of a small tract of land deeded to L. L. Berry by the Commissioners Court of Upshur County, Texas. Said corner being also the NE corner of the original school lot as described in a October 15, 2002 Warranty Deed recorded at Vol. 482, Pg. 981, in the Official Public Records of Upshur County, Texas;

THENCE S 1 deg. E 140 ft. with the W boundary line of said Berry lot to the Northwest R.O.W. line of Texas F.M. 726;

THENCE in a Southwestern direction with and along said R.O.W. of State F.M. 726, S 25 deg. 50 min. W 72.56 feet to the Southeast corner of this tract being the NE or the Eastern most corner of that called .840 acre tract heretofore leased to the Glenwood Water Supply Corporation;

THENCE N 64 deg. 49 min. 33 sec. W, a distance of 250.76 feet to 1/2" rod set for corner being the SW corner of this tract subject to the easement and the NE corner of said referenced .840 acre leased tract;

THENCE N 88.47 feet to the NW corner of this tract, a found sucker rod of the original NWC of the 1.673 acres tract of land;

THENCE E along the existing fence line (the NBL of the 1.673 acre tract) 250.5 feet to the PLACE OF BEGINNING and containing .8365 acre of land, more or less.

This easement is a perpetual, non-exclusive ingress, egress, and access driveway on, over and across the herein described real property in order for the Glenwood Water Supply Corporation and its successors and assigns to have access to a water well site that will be located somewhat North and West of the herein Grantor's tract of land. Said access will be available to the Grantee water company at all times for their agents, employees and contractors for the purposes of access for drilling a water well, for the production of potable water and the maintenance and repair of same for so long as said water well and easement is functioning, necessary and needed.

Upshur County also grants to the Grantee the right to construct, install, and maintain an underground water line within said easement way plus the right to grant Upshur Rural Electric Cooperative an electric utility easement over same for power to the water well facility. At the termination date of August 31st, 2103 this easement agreement may be renewed if in fact water is still being produced at the anticipated well site on acquired third party land and at the request of the Glenwood Water Supply Corporation.

The Grantee, Glenwood Water Supply Corporation, shall all times keep the easement right of way clear of underbrush and trees, and it shall maintain the access road in a reasonable manner so that it and its invitees and its employees, contractors, and agents have reasonable access to and across the Northern portion of herein described real property (Upshur County's property) to said water well site. Glenwood Water Supply Corporation shall hold Upshur County and its Commissioners and County Judge harmless from any liability that may arise as a result of said Glenwood Water Supply Corporation's use of same and Grantee agrees to indemnify Upshur County from such liability.

Said easement way may be gated at the property boundary lines and at a reasonable inset from the West-Northwest R.O.W. line of State Farm to Market Road 726 in order that only the proper authorized personnel will have access and use of same. Upshur County does reserve to itself the right to use this perpetual non-exclusive easement for the purpose of accessing its own property and for elsewhere thereon the construction of any improvement that it may decide to be in the best interest of the County.

Glenwood Water Supply Corporation agrees to obey all laws, ordinances, orders and rules and regulations applicable to its use of the easement premises. It shall also allow County Commissioners or directed county employees to enter the easement premises for inspection purposes. Glenwood Water Supply Corporation shall repair any damage to the easement way premises caused by it or any of its agents, employees, or contractors. Glenwood Water Supply Corporation hereby accepts the premises in its present condition "As Is." It agrees further not to create any nuisance or use the premises in any way that is extra hazardous or allow a lien to be placed on the easement premises. Both parties agree that this easement way and the right to use same is not assignable without Upshur County's written consent. Upshur County agrees not to unreasonably withhold such consent to a proposed assignment.

Glenwood Water Supply Corporation agrees that it shall be responsible at third party boundary lines to erect livestock fences or gates in order to protect adjoining third party owners from loss of or injury to livestock. Glenwood Water Supply Corporation shall also be responsible for constructing a roadway sufficient to avoid any damage to any underground utility or pipeline over which the easement may cross, and once the roadway is installed, the easement shall be no more than 20 feet wide on either side of the centerline of same. Glenwood Water Supply Corporation shall also be allowed until the County requires otherwise, an area to set up a parking area for its or an authorized contractor's well drilling equipment, water storage equipment, and potable water processing system, all of which shall be used or installed at a later date on the third party

wellsite property which is to be acquired by the Grantee. No water well shall be drilled or water purification plant shall be placed on the easement property.

Witness our hands this 19 day of APRIL, 2021.

[Signature]
Upshur County Commissioners Court and Upshur County
By: Upshur County Judge Todd Tefteller

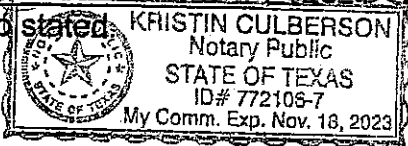
[Signature]
Glenwood Water Supply Corporation
Attest By: Ed Holmes, Secretary

[Signature]
Glenwood Water Supply Corporation
Attest By: Phillip Sinclair, President

THE STATE OF TEXAS §

COUNTY OF UPSHUR §

This instrument was acknowledged before me on the 19 day of April, 2021 by [Signature] in the capacity so stated.



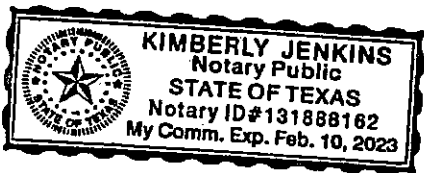
[Signature]
Notary Public, State of Texas
My Commission Expires: 11/18/2023

THE STATE OF TEXAS §

COUNTY OF UPSHUR §

This instrument was acknowledged before me on the 12 day of April, 2021 by [Signature] in the capacity so stated.

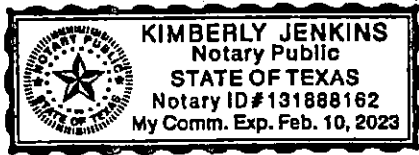
[Signature]
Notary Public, State of Texas
My Commission Expires: 2-10-2023



THE STATE OF TEXAS §

COUNTY OF UPSHUR §

This instrument was acknowledged before me on the 12 day of APRIL, 2021 by PHILLIP SINCLAIR, in the capacity so stated.



Kimberly Jenkins
Notary Public, State of Texas
My Commission Expires: 2-10-2023

PREPARATION OF THESE PAPERS IS NOT TO BE CONSTRUED AS A TITLE OPINION, THIS DOCUMENT IS BEING PREPARED WITHOUT THE BENEFIT OF A TITLE SEARCH AND ONLY WITH INFORMATION PROVIDED BY THE PARTIES HEREIN.

After recordation return to:
Dwight A. Brannon
Attorney at Law
P. O. Box 670
Gilmer, Texas 75644

THE STATE OF TEXAS

COUNTY OF UPSHUR

I hereby certify that this instrument was FILED on the date and the time stamped hereon by me and was duly RECORDED in the Records of Upshur County, Texas.

202102902 CON
04/21/2021 11:44 AM



Terri Ross

Terri Ross, County Clerk
Upshur County, Texas

FILED
TERRI ROSS
COUNTY CLERK
2021 MAY 14 AM 10:59
UPSHUR COUNTY, TX.
BY *TR*
DEPUTY