

1911018

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 Access

Effective Date: JUNE 3, 2019

Grantor: Travis County, a political subdivision of the State of Texas

Grantor's Mailing Address:

P. O. Box 1748
Austin, Texas 78767
Travis County

Grantee: Upshur County, a political subdivision of the State of Texas

Grantee's Mailing Address:

P. O. Box 790
Gilmer, Texas 75644
Upshur County

Grantor's Lienholder: None

Grantee's Property: Two tracts of land in Baylor and Throckmorton Counties, Texas owned by Grantor and comprised of 8856 acres each, more or less (for a total of 17,712 acres, more or less), as more particularly described on Exhibit A attached hereto.

Easement Property: A tract of land 30' in width owned by Grantor, the centerline of which is the centerline of an existing ranch road commonly known as the Iron Pen and Twin Mountain Pastures ranch road and more particularly described on Exhibit B attached hereto.

FILED
TERRI ROSS
COUNTY CLERK
2019 JUL 31 AM 11:53
UPSHUR COUNTY, TX.
BY [Signature]
DEPUTY

VOL 380 PAGE 37

Easement Purpose: The purpose of the Easement is for providing pedestrian and vehicular ingress and egress to and from Grantee's Property. The Easement does not include the right to lay water, wastewater, electrical, cable, or any other surface or sub-surface utility lines.

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

Reservations from and Exceptions to Conveyance and Warranty: This instrument conveys to Grantee an easement interest in the surface estate only of the Easement Property. Grantor hereby reserves to Grantor, and Grantor's successors and assigns, all mineral interests, whether metallic or nonmetallic, whether similar or dissimilar, whether known or unknown, currently owned by Grantor in, on, and under and that may be produced and saved from the Easement Property or acreage pooled or unitized therewith, and the full and exclusive executive rights to execute leases in connection therewith.

Exceptions to Warranty: This Easement is made subject to all existing licenses, easements, rights, rights-of-way, leases, and subleases affecting the Easement Property, or any part thereof, whether of record or not, and all presently recorded matters that affect the Easement Property. This Easement is further made subject to all future easements, leases and subleases to the extent the same do not unduly interfere with Grantee's rights hereunder.

Grant of Easement: Grantor, for the Consideration and subject to the Reservations from Conveyance and Exceptions to Warranty, grants, sells, and conveys to Grantee a non-exclusive, irrevocable easement for access over, on, and across the Easement Property for the Easement Purpose and for the benefit of Grantee's Property, together with all and singular the rights and appurtenances thereto in any way belonging (collectively, the "Easement"), to have and to hold the Easement and

Grantee's interest in the Easement Property, subject to the limitations herein described. NOTWITHSTANDING ANY PROVISIONS HEREOF TO THE CONTRARY, THE EASEMENT SHALL INURE TO THE BENEFIT OF AND BE BINDING ON GRANTEE AND ANY TENANT OR LESSEE OF GRANTEE RENTING OR LEASING ALL OR ANY PART OF GRANTEE'S PROPERTY, AND TO THEIR RESPECTIVE AGENTS, REPRESENTATIVES, SUBTENANTS, SUBLESSEES, LICENSEES, AND INVITEES, AND THEIR RESPECTIVE HEIRS, SUCCESSORS AND ASSIGNS (COLLECTIVELY THE "GRANTEE PARTIES").

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

1. *Character of Easement.* The rights granted hereby are private and for the common benefit of the Grantee Parties and shall not be construed in any manner to create or grant any rights to the public generally, to any other person or entity, or the owner of any other property to use or enter upon the Easement Property. No Grantee Party shall permit the use of the Easement Property by any other person or entity, nor assign any of the rights, privileges, duties or obligations of Grantee hereunder, without the prior written consent of Grantor. The Easement rights of use granted herein are nonexclusive. The Easement is for the benefit of the Grantee Parties only.

2. *Duration of Easement.* The duration of the Easement is perpetual, subject to the express termination provisions hereof.

3. *Reservation of Rights.* Grantor reserves for Grantor and Grantor's successors, assigns, agents, representatives, tenants, lessees, licensees, and invitees (the "Grantor Parties") the right to continue to use and enjoy the surface of the Easement Property for all purposes to the extent the same does not unduly interfere with Grantee's rights hereunder. Grantor reserves for Grantor Parties the

right to use all or part of the Easement in conjunction with Grantee and the right to convey to others the right to use all or part of the Easement in conjunction with Grantee.

4. *Improvement and Maintenance of Easement Property.* Grantee has the right to maintain a dirt road across the Easement Property (collectively, the "Easement Facilities"). All matters concerning the design, construction, installation, maintenance, replacement, and removal of the Easement Facilities are subject to Grantor's review and approval at Grantor's sole discretion. Any improvements of any nature on the Easement Property by Grantee, by or for the benefit of Grantee or Grantee's Property, will be at Grantee's sole expense, and Grantee shall not permit any mechanics or materialmen's lien to be placed upon or remain upon the Easement Property. All improvements constructed on the Easement Property shall become the property of Grantor upon such construction, unless and to the extent Grantor may otherwise agree in writing. Grantee must maintain the Easement Property in a neat and clean condition. Grantee agrees that any contract executed by Grantee after the Effective Date of this Easement for the construction of Easement Facilities shall contain a provision pursuant to which the contractor shall agree to defend, indemnify, and hold Grantor harmless from and against any and all liability, cost, expense, cause of action or other claim whatsoever for injury to or death of persons or for damages to or loss of property arising from or in any manner connected with the construction of the Easement Facilities. Grantee agrees to name Grantor as additional insureds on all liability or other insurance policies to be provided to Grantee by its contractors for the construction of the Easement Facilities contemplated to be constructed on the Easement Property, and to furnish Grantor a copy of all such policies. Grantee will be diligent in keeping all gates across the Easement Property closed.

5. *Attorney's Fees.* If any 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.

6. *Binding Effect.* This agreement binds and inures to the benefit of Grantor and the Grantee Parties and their respective heirs, successors, and permitted assigns.

7. *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.

8. *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.

9. *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.

10. *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.

11. *Entire Agreement.* This agreement and any exhibits constitute the entire agreement of the parties concerning the grant of the Easement by Grantor to Grantee. There are no representations, agreements, warranties, or promises that are not in this agreement and any exhibits.

12. *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.

13. *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.

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

15. *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.

16. *Term.* It is distinctly understood and agreed that the Easement granted herein does not constitute a conveyance in fee of the Easement Property, nor of the minerals therein and thereunder but grants only an irrevocable easement subject to the following:

a. If all or any part of the Easement Property is not used for the stated purpose during any consecutive 180-day period or is used at any time for any other purpose by any Grantee Party or if Grantee at any time permanently abandons Grantee's Property, then in any such event the Easement may be terminated by Grantor upon written notice of such termination from Grantor to Grantee and thereafter the Easement shall be of no further force and effect as to the Easement Property or any part thereof, and the Easement Property shall absolutely revert to and revest in

Grantor, its successors or assigns, without the necessity of any further act, suit, or action on the part of either Grantor or Grantee; provided, however, that Grantee agrees in such event to execute and deliver to Grantor, its successors or assigns, a proper release or acknowledgement of termination, duly executed and acknowledged, on the written request of Grantor.

b. Grantor expressly reserves all oil, gas, and other minerals owned by Grantor, in, on, and under the Easement Property, provided that Grantor shall not be permitted to drill or excavate for minerals on the surface of the Easement Property, but may extract oil, gas, or other minerals from and under the Easement Property by directional drilling or other means that do not interfere with or disturb Grantee's use of the Easement Property.

c. Grantee hereby agrees to release Grantor and its agents, successors and assigns from and against, and to the fullest extent allowed by the Laws and Constitution of the State of Texas, to reimburse Grantor and its agents, successors and assigns with respect to, any and all claims, demands, damages, expenses or causes of action of whatever nature, specifically including but not limited to, reasonable attorneys' fees and costs of suit paid or incurred by Grantor, its agents, successors and assigns, asserted by others that are caused by or arising in any manner out of acts or omissions of Grantee, its agents, employees, representatives, or any other persons acting under its control or at its direction or request.

d. If, in exercising Grantee's rights in and to the Easement, Grantee directly or indirectly causes any damage to the Easement Property not contemplated by this Easement, or any damage to any property of Grantor, or any other property appurtenant thereto, or any improvements located on any property of Grantor or on any other property appurtenant thereto, Grantee shall, at Grantee's sole cost and expense and within a reasonable time after the exercise of such rights, but in no event later than thirty (30) days from the date the damage occurred, restore the Easement Property, all other such property, and/or such improvements to the original condition existing prior to the change or damage.

e. All work to be performed by Grantee or its agents, employees, representatives, or any other persons acting under its control or at its direction or request shall:

1. be done at the sole risk, cost and expense of Grantee;
2. be done in accordance with the applicable requirements of all Federal, state and local governmental and regulatory authorities having jurisdiction thereof, including, without limitation, complying with all applicable zoning ordinances, building codes and environmental laws; and
3. be done in a manner as will not unreasonably interfere with access to the adjacent or remainder property of Grantor.

f. Grantee will not create or permit to be created or remain, and will discharge, at Grantee's sole cost and expense, any and all liens, encumbrances or charges levied on account of any builder's, supplier's, mechanic's, laborer's, materialmen's or similar lien that might become a lien, encumbrance or charge upon the Easement Property or other property of Grantor or any part thereof or the income derived therefrom, with respect to any work or services performed or material furnished by or at the direction of Grantee. If any such liens, encumbrances or charges shall at any time be filed against the Easement Property or the other property of Grantor or any part thereof by reason of work or services performed or material furnished by or at the direction of Grantee, Grantee within thirty (30) days after the filing thereof will cause the same to be fully discharged and released of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise.

g. By its exercise of its rights hereunder, Grantee will not cause or permit the Easement Property, any other property of Grantor, or Grantor to be in violation of, or do anything or permit anything to be done by Grantee, its contractors, subcontractors, agents or employees that will subject the Easement Property, any other property of Grantor, or Grantor to any remedial obligations under applicable laws pertaining to health or the environment (such laws as they now exists or are hereafter enacted and/or amended are hereinafter sometimes collectively called "Applicable Environmental

Laws”), including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986 (as amended, hereinafter called “CERCLA”), the Resource Conservation and Recovery Act of 1976, as amended by the Used Oil Recycling Act of 1980, the Solid Waste Disposal Act Amendments of 1980, and the Hazardous and Solid Waste Amendments of 1984 (as amended hereinafter called “RCRA”), the Texas Water Code and the Texas Solid Waste Disposal Act, as such of said laws may be amended from time to time, assuming disclosure to the applicable governmental authorities of all relevant facts, conditions and circumstances, if any, pertaining to Grantee’s exercise of its rights hereunder. Grantee agrees to obtain any permits, licenses, or similar authorizations for the Easement Facilities by reason of any Applicable Environmental Laws that concern or result from the use of the Easement Property by Grantee. Grantee will promptly notify Grantor in writing of any existing, pending or, to the best knowledge of Grantee threatened, investigation or inquiry by any governmental authority in connection with any Applicable Environmental Laws concerning the Easement Facilities and/or Grantee’s use of the Easement Property. In connection with the Easement Facilities, Grantee will not cause or permit the disposal or other release of any hazardous substance or solid waste on or to the Leased Easement Property or any property of Grantor. In connection with the Easement Facility, Grantee covenants and agrees to keep or cause the Easement Property and any other property of Grantor to be kept free of such hazardous substance or solid waste caused or permitted by Grantee and to remove the same (or if removal is prohibited by law, to take whatever action is required by law) promptly upon discovery, at Grantee’s sole cost and expense. If Grantee fails to comply with or perform any of the foregoing covenants and obligations, Grantor may (without any obligation, express or implied) remove any hazardous substance or solid waste caused or permitted by Grantee from the Easement Property or any other property of Grantor (or if removal is prohibited by law, take whatever action is required by law) and the cost of the removal or such other action shall be reimbursed by Grantee to Grantor. Grantee grants to Grantor and its agents,

employees, contractors and consultants access to the Easement Property and the license (which is coupled with an interest and irrevocable) to remove such hazardous substance or solid waste (or if removal is prohibited by law, to take whatever action is required by law) and to the fullest extent permitted by the Constitution and the laws of the State of Texas, agrees to reimburse Grantor for and to hold Grantor harmless from all costs and expense involved therewith. The terms "hazardous substance" and "release" as used in this Easement having the meaning specified in CERCLA, and the terms "solid waste" and "disposal" (or "disposed") shall have the meanings specified in RCRA; provided, that if either CERCLA or RCRA is amended so as to broaden the meaning of any term defined thereby, such broader meaning shall apply hereunder subsequent to the effective date of such amendment and provided further to the extent that any other federal or state law establishes a meaning for "hazardous substance," "release," "solid waste," or "disposal" that is broader than that specified in either CERCLA or RCRA, such broader meaning shall apply.

h. Grantee, to the fullest extent permitted by the Constitution and the laws of the State of Texas, agrees to release Grantor from and against, and to reimburse Grantor with respect to, any and all claims, demands, losses, damages (including consequential damages), liabilities, causes of action, judgment, penalties, costs and expenses (including attorneys' fees and court costs) of any and every kind or character, known or unknown, fixed or contingent, imposed on, asserted against or incurred by Grantor at any time and from time to time by reason of, in connection with or arising out of (a) the failure of Grantee to perform any obligation herein required to be performed by Grantee regarding Applicable Environmental Laws, (b) any violation of Applicable Environmental Laws by Grantee, its contractors, subcontractors, agents or employees occurring after Grantee acquisition of the Easement, (c) the removal of hazardous substances or solid wastes that result from the use by Grantee, its contractors, subcontractors, agents or employees from the Easement Property or any other property of Grantor (or if removal is prohibited by law, the taking of whatever action is required by law), and (d) any act, omission or event occurring after Grantee's acquisition of the Easement (including, without

limitation, the presence on the Easement Property or release from the Easement Property of hazardous substances or solid wastes disposed of or otherwise released after Grantee's acquisition of the Easement, to the extent resulting from or in connection with the Easement Facilities), regardless of whether the act, omission, event or circumstance constituted a violation of any Applicable Environmental Law at the time of its existence or occurrence. Any amount to be paid under this paragraph by Grantee and Grantor shall be paid within thirty (30) days of Grantee's receipt of demand therefrom from Grantor. Nothing in this paragraph or elsewhere in this Easement shall limit or impair any rights or remedies of Grantor against Grantee or any third party under Applicable Environmental Laws, including without limitation, any rights of contribution available thereunder.

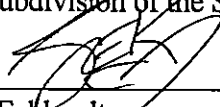
i. BY ITS ACCEPTANCE OF THIS EASEMENT CONVEYANCE, AND AS A MATERIAL PART OF THE CONSIDERATION, GRANTEE FURTHER EXPRESSLY ACKNOWLEDGES AND AGREES THAT (i) ANY INFORMATION PROVIDED TO GRANTEE PERTAINING TO THE EASEMENT PROPERTY BY GRANTOR HAS NOT BEEN INDEPENDENTLY INVESTGATED OR VERIFIED BY GRANTOR, (ii) GRANTOR IS NOT MAKING, AND HAS NOT MADE, ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER AS TO THE ACCURANCY OR COMPLETENESS OF SUCH INFORMATION; AND (iii) GRANTOR IS NOT, AND SHALL NOT BE, LIABLE OR BOUND IN ANY MANNER WHATSOEVER BY ANY WRITTEN OR VERBAL STATEMENT, REPRESENTAITON, REPORT, SURVEY, OR INFORMATION FURNISHED TO GRANTEE, OR MADE, BY ANY PARTY WITH RESPECT TO THE EASEMENT PROPERTY OR THE EASEMENT INTERESTS HEREBY CONVEYED. GRANTEE SPECIFICALLY AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO CONDUCT SUCH TESTS, STUDIES AND INVESTIGATIONS AS GRANTEE DEEMS NECESSARY AND APPROPRIATE, GRANTEE IS RELYING SOLELY UPON GRANTEE'S OWN INVESTIGATION OF THE EASEMENT PROPERTY AND NOT ON ANY INFORMATION PROVIDED BY GRANTOR.

VOL 380 PAGE 47

GRANTEE FURTHER AGREES THAT GRANTEE HAS ACCEPTED THE EASEMENT INTERESTS IN THE EASEMENT PROPERTY IN ITS CURRENT, "AS IS," WITH ALL FAULTS CONDITION, AND TO HAVE ASSUMED THE RISK OF ANY MATTER OR CONDITION WHICH IS LATENT OR PATENT OR THAT COULD HAVE BEEN REVEALED BY ITS INVESTIGATIONS. GRANTOR HAS NOT MADE (AND GRANTOR HEREBY EXPRESSLY DISCLAIMS, AND GRANTOR IS CONVEYING THE EASEMENT PROPERTY WITHOUT) ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WHATSOEVER AS TO THE VALUE, CONDITION, NATURE, CHARACTER, SUITABILITY, HABITABILITY OR FITNESS OF THE EASEMENT, EXCEPT THE SPECIAL WARRANTY OF TITLE DESCRIBED HEREIN.

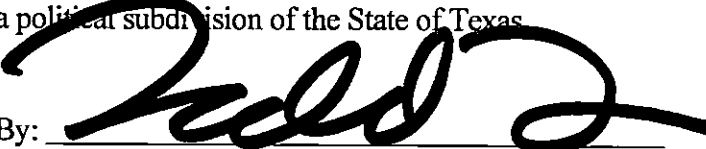
GRANTOR:

TRAVIS COUNTY,
a political subdivision of the State of Texas

By: 
Sarah Eckhardt,
Travis County Judge

GRANTEE:

UPSHUR COUNTY,
a political subdivision of the State of Texas

By: 
Todd Tefteller, County Judge

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on MAY 14, 2019, by Sarah Eckhardt, County Judge of Travis County, Texas, on behalf of the said county.

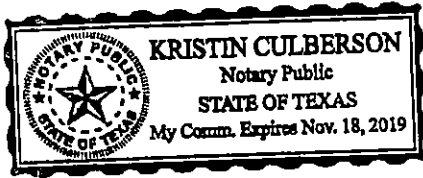


[Handwritten Signature]

Notary Public, State of Texas

THE STATE OF TEXAS §
 §
COUNTY OF UPSHUR §

This instrument was acknowledged before me on JUNE 3, 2019, by Todd Tefteller, County Judge of Upshur County, Texas, on behalf of said county.



[Handwritten Signature]

Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Upshur County Commissioners Court
P. O. Box 790
Gilmer, Texas 75644

VOL 380 PAGE 49

EXHIBIT A

Tract One:

Being 8856 acres of land, more or less, described as follows:

Two leagues of land situated in Throckmorton County, Texas, granted by the State of Texas to the School Commissioners of Upshur County and their successors, by Patent No. 494, Volume 11, Abstract 825, and to which patent and record thereof in the General Land Office in Austin, Texas, reference is here made for further description and field notes.

AND

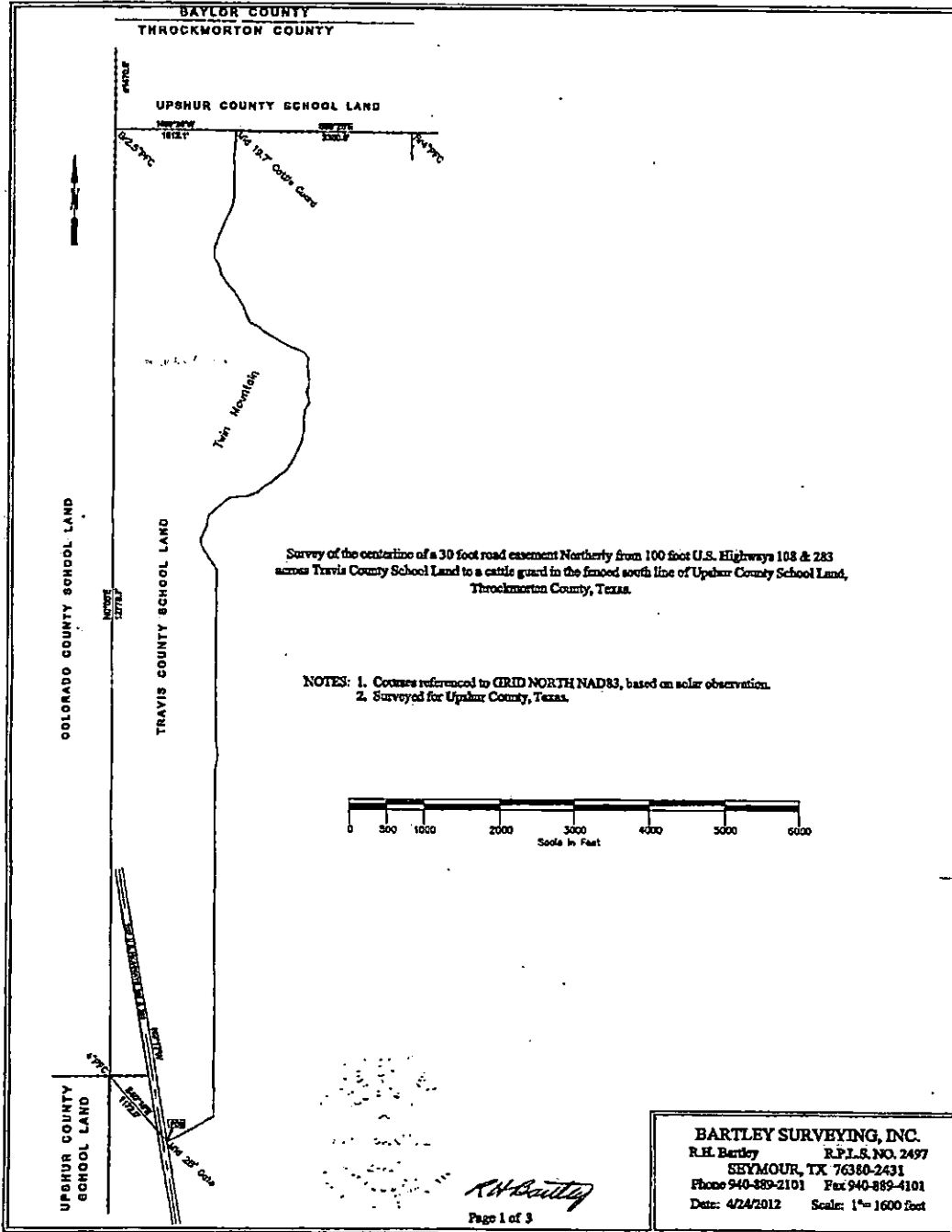
Tract Two:

Being 8856 acres of land, more or less, described as follows:

Two leagues of land situated in Throckmorton and Baylor Counties, Texas, granted by the State of Texas to the School Commissioners of Upshur County and their successors, by Patent No. 722, Volume 12, Abstract 557 (Throckmorton County, 972 acres, more or less) and Abstract 1452 (Baylor County, 7884 acres, more or less), and to which patent and record thereof in the General Land Office in Austin, Texas, reference is here made for further description and field notes.

EXHIBIT B

[Survey]



Description of the centerline of a 30 foot road easement Northerly from 100 foot U.S. Highways 183 & 283 across Travis County School Land to the fenced South Line of Upshur County School Land, Throckmorton County, Texas.

Commencing at a 4" iron post at the fenced southeast corner of Colorado School Land and the northeast corner of South Upshur County School Land in the west line of Travis County School Land, with fences running East, West, and South; whence a braced 2.5" iron fence corner post at the fenced northwest corner of Travis County School Land bears 12778.7 feet N 00°05'E GRID NAD83;

Thence S 40°16'E 1172.0 feet to the middle of a 28-foot gate in the east right-of-way of 100 foot U.S. Highways 183 & 283 for the Place of Beginning;

Thence Northerly, with the existing road,

N 68°11'E 119.0 feet to a point;
N 59°11'E 589.2 feet to a point;
N 00°02'W 1546.1 feet to a point;
N 00°26'W 808.2 feet to a point;
N 00°15'E 2199.1 feet to a point;
N 00°20'W 129.6 feet to a point;
N 07°20'E 221.0 feet to a point;
N 05°56'W 205.5 feet to a point;
N 00°06'W 2308.2 feet to a point;
N 33°09'W 308.7 feet to a point;
N 22°53'W 99.9 feet to a point;
N 03°55'E 55.2 feet to a point;
N 23°57'E 89.0 feet to a point;
N 25°12'E 78.0 feet to a point;
N 12°25'E 61.8 feet to a point;
N 12°03'E 90.8 feet to a point;
N 42°21'E 102.8 feet to a point;
N 50°34'E 138.8 feet to a point;
N 51°32'E 141.3 feet to a point;
N 84°25'E 247.9 feet to a point;
N 68°32'E 121.1 feet to a point;
N 51°06'E 99.8 feet to a point;
N 55°34'E 129.5 feet to a point;
N 51°38'E 181.7 feet to a point;
N 47°26'E 84.6 feet to a point;
N 32°49'E 109.8 feet to a point;
N 28°12'E 181.9 feet to a point;
N 23°22'E 104.3 feet to a point;
N 11°45'E 169.8 feet to a point;

N 04°51'E 76.2 feet to a point;
 N 09°13'W 81.4 feet to a point;
 N 09°49'E 137.2 feet to a point;
 N 30°58'E 106.7 feet to a point;
 N 08°27'W 69.4 feet to a point;
 N 10°08'W 80.3 feet to a point;
 N 10°30'E 49.3 feet to a point;
 N 10°19'E 93.7 feet to a point;
 N 07°05'W 72.4 feet to a point;
 N 06°00'W 140.4 feet to a point;
 N 04°28'E 109.2 feet to a point;
 N 30°30'W 83.5 feet to a point;
 N 63°26'W 103.8 feet to a point;
 N 71°26'W 97.6 feet to a point;
 N 63°02'W 121.3 feet to a point;
 N 56°38'W 136.3 feet to a point;
 N 60°06'W 148.9 feet to a point;
 N 47°24'W 99.0 feet to a point;
 N 64°15'W 134.2 feet to a point;
 N 21°24'W 247.0 feet to a point;
 N 32°02'W 230.9 feet to a point;
 N 43°40'W 129.0 feet to a point;
 N 33°50'W 148.0 feet to a point;
 N 11°37'W 114.4 feet to a point;
 N 31°22'W 128.7 feet to a point;
 N 01°29'W 121.0 feet to a point;
 N 19°13'E 268.0 feet to a point;
 N 24°24'E 366.2 feet to a point;
 N 13°28'E 126.3 feet to a point;
 N 02°28'W 137.9 feet to a point;
 N 00°15'W 159.4 feet to a point;
 N 02°45'E 114.3 feet to a point;
 N 04°25'W 88.9 feet to a point; and

N 04°27'E 389.4 feet to a point in the middle of a 19.7 foot cattle guard in the fenced north line of the Travis County School Land for the end of this easement; whence said braced 2.5" iron fence corner post at the fenced northwest corner of Travis County School Land bears 1612.1 feet N 89°36'W and a braced 4" iron post fence corner at a fence southerly bears 2350.5 feet S 89°25'E.

FILED FOR RECORD

At 4:32 o'clock PM
1st day of July 2019

CHENE JAKUBICEK
 Clerk County Court
 Baylor County, Texas

By Deputy [Signature]

VOL 380 PAGE 53

THE STATE OF TEXAS COUNTY OF BAYLOR

Any provision herein which restricts the sale, rental or use of the described real property because of color or race is invalid and unenforceable under Federal law.

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



Chris Jakubicek
CHRIS JAKUBICEK, County Clerk
Baylor County, Texas

By *[Signature]* DEPUTY
Recorded *July 2, 2019*
Records, Volume *380* Page *37*

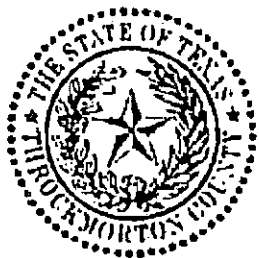
VOL 380 PAGE 54

FILED FOR RECORD
DIANNA MOORE - COUNTY CLERK
THROCKMORTON, TEXAS

INST NO: 117287

FILED ON: JULY 12, 2019 AT 2:20pm
THE INSTRUMENT CONTAINED 18 PAGES AT FILING

THE STATE OF TEXAS
COUNTY OF THROCKMORTON



I, Dianna Moore, Clerk County Court in
and for said county
hereby do certify that the foregoing
instrument was filed for
record in my office on the 12th day of July 2019
at 2:20 PM and duly recorded on that
date, in the
Official Public Records of said county.

Instrument # 117287, 18 Pages

Dianna Moore

Dianna Moore County Clerk

FILED
TERRI ROSS
COUNTY CLERK
2019 JUL 31 AM 11:53
UPSHUR COUNTY, TX.
BY *[Signature]*
DEPUTY