

**ROAD RIGHT-OF-WAY AND EASEMENT**

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF UPSHUR

That, for and in consideration of Ten Dollars (\$10.00), and other good and valuable consideration in hand paid, the receipt and sufficiency of which is hereby acknowledged, Herman Jan Vanderwal and Ronda Vanderwal (hereinafter called Grantor), does hereby GRANT, BARGAIN, SELL AND CONVEY to Nueces Land and Minerals Limited Partnership, a Texas Limited Partnership, Carrie Anna Roberts, and Lacy H. Williams, whose address is PO BOX 6387, San Antonio, Texas 78209, their successors and assigns (hereinafter called Grantee), an easement and right-of-way for the purposes of providing GRANTEE ingress and egress onto, through or across the subject tract or tracts and the right to utilize an existing road, on, over, through and across a strip of land thirty feet (30') in width running across the land described below, hereinafter referred to as "Land":

All that certain 30 foot wide access easement situated in the Seth Hazel Survey, A-198, Upshur County, Texas, and being a portion of a called 50.00 acre tract described in a Warranty Deed dated October 30, 1917 from W.K. Seago to B.B. McKinley and wife, Ada McKinley, recorded in Volume 36, Page 508 of the Deed Records of Upshur County, Texas; said access easement being more particularly described as being 15 feet each side of the following described centerline:

BEGINNING at a point on the EBL of said 50.00 acre tract a distance of approximately 70 feet from the Northeast Corner of same at a gate located at the dead-end of Bamboo Road;

THENCE over and across said 50.00 acre tract in a Northwesterly direction a distance of approximately 70 feet to a point approximately 20 feet from the NBL of same;

THENCE across said 50.00 acre tract 20 feet from and parallel to the NBL of same a distance of approximately 900 feet in a Westerly direction to a point of termination on the WBL of said 50.00 acre tract, said point being approximately 20 feet from the Northwest corner of same.

The terms and conditions of this Agreement are as follows:

1. The easement herein granted shall be located along the centerline described above. This easement does not allow for access to any roadway not described or depicted herein.
2. If there are gates or roadways now existing along the Easement's route, Grantee shall have the right to use such existing gates and roadways in the exercise and use of the Easement.
3. Grantee shall have the right from time to time to cut and keep clear trees, undergrowth and other obstructions on the Easement that may endanger or interfere with the construction, operation and maintenance of the Easement.
4. Grantee acknowledges, understands and agrees that the Easement conveyed by this instrument does not constitute a conveyance of any part of the property described nor the minerals therein and there under, but only conveys the right-of-way and easement described herein. Notwithstanding anything in this instrument to the contrary, nothing contained in this instrument shall be construed to diminish any rights granted by any oil and gas lease in effect that covers the Land.
5. Grantor acknowledges, understands and agrees that the consideration paid for the Easement are full, complete and final payment for any and all injuries and damages of whatever nature and character to land, crops, timber, fences and improvements on, over and across the Land occasioned by the construction of said road and for the enjoyment and use by Grantee of its rights hereunder; and Grantor agrees that Grantor has been paid and satisfied in full for any and all claims that Grantor has or may have because of the Grantee's construction, maintenance, or operation of said road in the Easement.
6. Grantee, its successors or assigns, covenants and agrees to indemnify and forever hold harmless the Grantor, their heirs, executors, administrators, agents, tenants, successors or assigns against each and every claim, demand or cause of action of any nature arising out of any operations, of any nature, conducted upon said right-of-way, or any

of the other lands described hereinabove, by Grantee, its agents, servants, employees, contractors, sub-contractors successors or assigns, and Grantee, its successors or assigns, shall be jointly and severally responsible under the terms of this provisions.

GRANTOR hereby reserves the right to use said land in any manner that will not prevent or interfere with the exercise by GRANTEE of its rights hereunder, provided, however, that GRANTOR shall not construct nor permit to be constructed, any house, building, improvements or obstructions within the right-of-way, without the express prior consent of the GRANTEE.

GRANTOR covenants and promises that GRANTOR shall not grant an express easement over the subject land that conflicts with the right of GRANTEE to use the easement and right-of-way hereby granted. GRANTEE also covenants and promises that it shall exercise proper care and caution to maintain the easement and right-of-way in its present state and perform all necessary repairs resulting from any damage to the easement, which is caused by the operations or use of GRANTEE.

GRANTEE covenants and promises that GRANTEE shall not convey, transfer or assign said easement to any third party, except the rights herein granted may be assigned only in whole with any sale, conveyance or transfer of all real property owned by GRANTEE, its successors or assigns located in the Seth Hazel Survey, A-198 and the terms, conditions and provisions hereof shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors and assigns, of the parties hereto.

TO HAVE AND TO HOLD to GRANTEE, its successors and assigns, the easement herein granted for purposes here granted, with ingress to and egress from the premises for the purpose of constructing, inspecting, repairing, maintaining and removing the property of GRANTEE herein described.

IN WITNESS WHEREOF, this instrument is executed this the 22<sup>nd</sup> day of September 2023.

GRANTOR

Herman Jan Vanderwal  
Herman Jan Vanderwal

Ronda Vanderwal  
Ronda Vanderwal

GRANTEE

Nueces Land and Minerals Limited Partnership

By: Jack T. Williams, III  
Jack T. Williams, III, Manager

Carrie Anna Roberts  
Carrie Anna Roberts

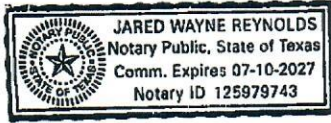
Lacy H. Williams  
Lacy H. Williams

STATE OF TEXAS §

COUNTY OF Cross §

This instrument was acknowledged before me on this 22<sup>nd</sup> day of September 2023, by Herman Jan Vanderwal and Ronda Vanderwal.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



JWR  
Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF Bexar §

On this 26 day of October 2023, before me the undersigned Notary Public, appeared Jack T. Williams, III to me personally known, who by me being duly sworn, did say that he is Manager of Nueces Land and Minerals Limited Partnership, a Texas limited partnership, and that the above and foregoing instrument was signed on behalf of said partnership, and the said Appearer acknowledged said instrument to be the free act and deed of said partnership.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Valentina Chavez  
Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF Smith §

This instrument was acknowledged before me on this 31 day of October 2023, by Carrie Anna Roberts.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Marian Gardner  
Notary Public, State of Texas

STATE OF ~~TEXAS~~ LOUISIANA §

~~COUNTY OF~~ PARISH ~~COUNTY OF~~ CADDO §

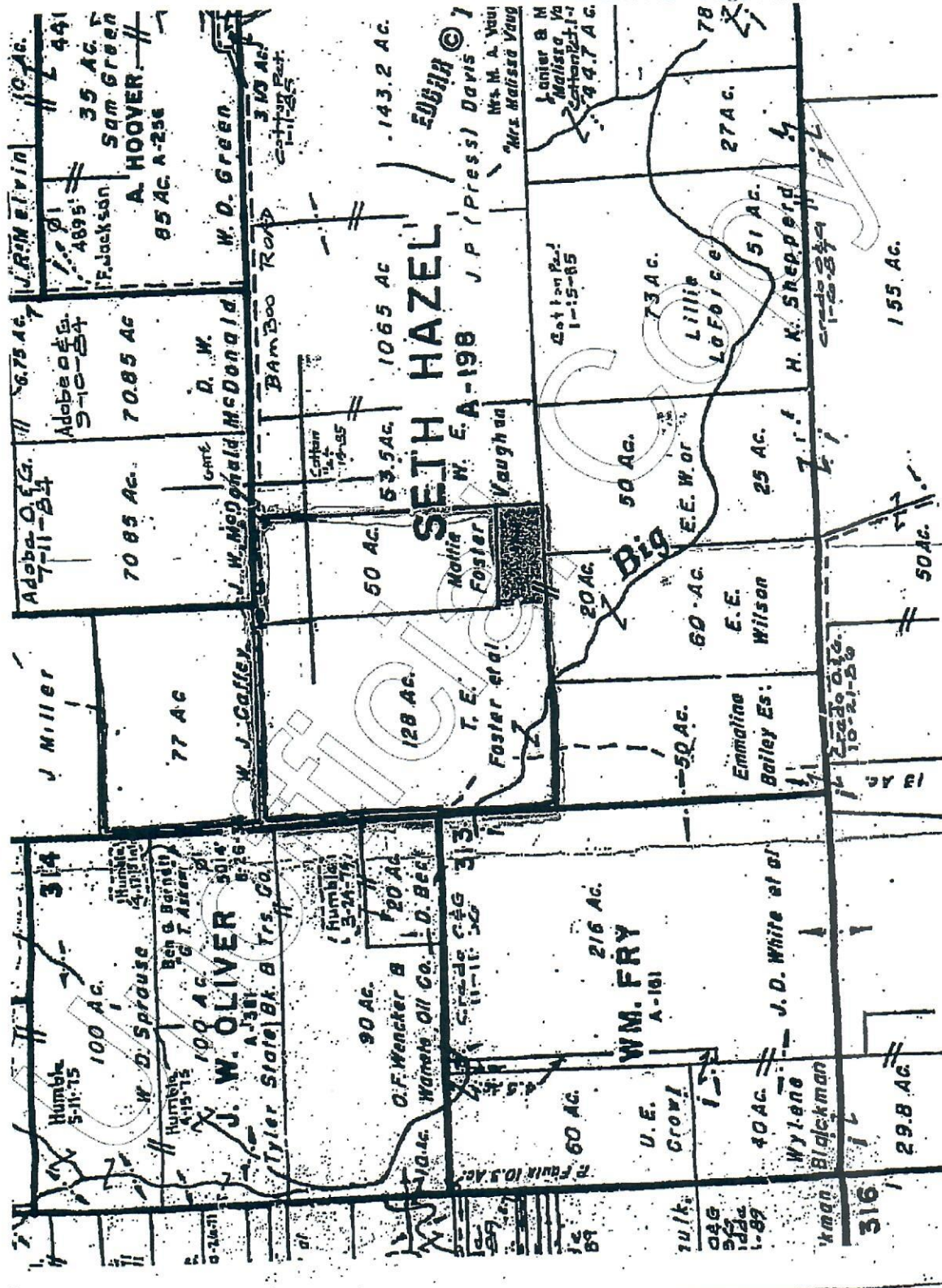
This instrument was acknowledged before me on this 22<sup>nd</sup> day of SEPTEMBER 2023, by Lacy H. Williams.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Jeffrey Winston Price  
Notary Public #167069  
Caddo Parish, Louisiana  
My Commission Is For Life

JWP  
Notary Public, State of Texas LOUISIANA

EXHIBIT "A"



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.

202307712 ROW  
12/05/2023 10:40 AM



*Terri Ross*

Terri Ross, County Clerk  
Upshur County, Texas

Unofficial Copy