

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, Haskel Dean and wife, Pamela Vaughan Dean (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 1.00 acre tract described in a Warranty Deed dated March 17, 1986 from Ronald J. Poole to Haskel Dean and wife, Pamela Dean, recorded in Volume 474, Page 634 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 WBL of said 1.00 acre tract a distance of approximately 70 feet from the Northwest Corner of same at a gate located at the dead-end an existing private road;

THENCE over and across said 1.00 acre tract in a Northeasterly direction along said private road a distance of approximately 150 feet to a point of termination being approximately 30 feet from the NBL of same; said point also being the dead-end of the county maintained portion of Bamboo Road.

It being the intention of Grantor herein to grant an easement to Grantee which connects the end of Bamboo Road to the Western boundary line of said 1.00 acre tract described herein.

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 14TH day of September 2024.

GRANTOR


Haskel Dean



Pamela Vaughan Dean

GRANTEE

Nueces Land and Minerals Limited Partnership

By: 
Jack Y. Williams, III, Manager


Carrie Anna Roberts


Lacy H. Williams

STATE OF TEXAS §

COUNTY OF Upshur §

This instrument was acknowledged before me on this 4th day of September 2024, by Haskel Dean and Pamela Vaughan Dean.

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



Stewart M Green
Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF Bexar §

On this 2 day of October 2024, 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.



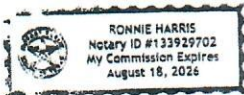
Valentina Chavez
Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF Smith §

This instrument was acknowledged before me on this 5 day of October 2024, by Carrie Anna Roberts.

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



Ronnie Harris
Notary Public, State of Texas

STATE OF TEXAS Louisiana §

COUNTY OF Caddo §

This instrument was acknowledged before me on this 20th day of September 2024, by Lacy H. Williams.

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



Angela R. Webb
Notary Public, State of Texas

ANGELA R. WEBB, Notary Public
Bossier/Caddo Parish, Louisiana
Notary No. 62355
My Commission is For Life