

04-08-2020

WO #: _____

NAME: TRADV, LLC

Map# _____

by: David Kilgore

**ELECTRIC UTILITY EASEMENT
AND
COVENANT OF ACCESS**

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF: Hamilton

TRADV, LLC by David Kilgore

Print or Type Name(s)

That the undersigned, hereinafter called "Grantor" (whether one or more) for good and valuable consideration including the approval and execution of an Electric Service Agreement by HAMILTON COUNTY ELECTRIC COOPERATIVE ASSOCIATION (hereinafter called the "Cooperative", does hereby covenant access to and grant, sell and convey unto the Cooperative an easement and right-of-way upon and across the following described property of grantor: (Furnish copy of warranty deed from Deed Records).

See Attached Exhibit A and Exhibit B.

The right-of-way, easement, rights and privileges herein granted shall be used for the purpose of providing electric utility service (overhead or underground) including placing, constructing, operating, repairing, inspecting, rebuilding, replacing, removing, relocating electric lines, transmission or distribution facilities or equipment, as well as reading any meter or performing any act related to the provision of utility service. The Cooperative is specifically granted pedestrian and vehicular ingress and egress.

The easement rights herein described shall be no broader than reasonably necessary to provide electric and other utility service. The width of the easement shall be 80 feet, one-half (1/2) of such distance on either side of Cooperative's lines, poles or other facilities. The height of the easement shall be from fifteen (15) feet beneath the surface of the ground to a height of 70 feet above the ground.

The easement, right and privilege herein granted shall be perpetual, appurtenant to the land, and shall inure to the benefit of the Cooperative's successors and assigns. Grantor represents that he is the owner of the above-described tract of land and binds himself, his heirs, assigns, and legal representatives to warrant and forever defend the easement and rights described herein to the Cooperative, its successors and assigns.

The Cooperative shall have the right to use so much of the surface of the hereinbefore described property of Grantor as may be reasonably necessary to construct and install within the right-of-way granted hereby the facilities that may at any time be necessary for the purpose herein specified.

The Cooperative shall have the right to clear the right-of-way of all obstructions, to cut and trim trees within the right-of-way.

Grantor further covenants that Grantor, his heirs, successors and assigns shall facilitate and assist Cooperative personnel in exercising their rights and privileges herein described at all reasonable times and shall not build, construct or cause to be erected any building or other structure that may interfere with the provision of electric service or the exercise of the rights granted to the Cooperative herein.

PRINT NAME: David Kilgore

SIGNATURE: [Signature]

THE STATE OF TEXAS
COUNTY OF Comal

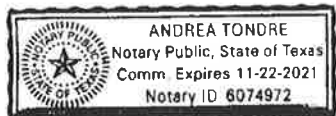
BEFORE ME, the undersigned authority, on this day personally appeared, David Kilgore, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 8th day of April, 2020

Andrea Tondre
Notary Public in and for the State of Texas

Andrea Tondre
(Printed or Stamped name of Notary)

My Commission Expires: 11-22-2021



FILED and RECORDED

Instrument Number: 20201148 B: RP V: 564 P: 877

Filing and Recording Date: 06/26/2020 01:53:12 PM Recording Fee: 26.00

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the REAL PROPERTY RECORDS of Hamilton County, Texas.



Leanne Jackson

Leanne Jackson, County Clerk
Hamilton County, Texas

ANY PROVISION CONTAINED IN ANY DOCUMENT WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR IS INVALID UNDER FEDERAL LAW AND IS UNENFORCEABLE.

06-23-2020



STATE OF TEXAS)
)
 COUNTY OF)
 HAMILTON)
)
) DECLARATION OF COVENANTS, CONDITIONS,
) RESTRICTIONS, EASEMENTS AND LIENS FOR
) THE RANCHES AT DOVE VALLEY

This declaration is made on the date hereinafter set forth by TRADV, LLC, hereinafter referred to as "Developer".

WITNESSETH:

WHEREAS, Developer is the Owner of that certain tract of land located in Hamilton County, Texas, containing 219.03 acres and being more fully described on the attached Exhibit A and for representational purposes only, described on the sales plat attached as Exhibit B, incorporated herein for any and all purposes, hereinafter referred to as "The Ranches at Dove Valley", "Property" or "Subdivision";

WHEREAS, it is the desire and purpose of Developer to place certain restrictions, easements, covenants, conditions and reservations (hereinafter "Restrictions") upon the Property in order to establish a uniform plan for its development, insure the use of the Property for residential purposes only, prevent nuisances, prevent the impairment of the value of the Property, maintain the desired character of the community, and insure the preservation of such uniform plan for the benefit of the present and future Owners of the Property;

WHEREAS, "Tract" or "Lot" means any individual tracts of land or lots sold by the Developer from the 219.03 acres described above.

NOW, THEREFORE, Developer hereby adopts, establishes and imposes upon the Property, the following Restrictions for the purposes of enhancing and protecting the value, desirability and attractiveness of the Property, which Restrictions shall run with the land and inure to the benefit of each Owner and his invitees:

ARTICLE I
RESTRICTIONS

1. The Property is to be used for single family residential purposes.
2. Upon start of construction, the exterior of any home must be completed within twelve (12) months from the slab being poured and built to applicable building & windstorm/flood codes.
3. Mobile homes are prohibited on the Property.
4. Before a residence is constructed, travel trailers and RV's may be temporarily stored on the Property but shall not be used as a permanent residence. After a residence is

constructed, all boats, travel trailers and RV's must be stored behind the residence or in a garage.

5. No junk cars, abandoned cars or scrap, trash, landscaping trimmings or other debris may be placed on the Property.

6. No pigs or peacocks will be permitted on the Property.

7. No portion of the Property can be divided into smaller tracts.

8. No signs for advertising, or billboards, may be placed on the Property with the exception of one professionally made "For Sale" sign.

9. No activity whether for profit or not, shall be conducted on the Property which is not related to the occupation of the Property for single family residential purposes, unless said activity meets the following criteria: (a) no exterior sign of the activity is present, (b) no additional traffic is created as a result of the activity, and (c) no toxic substances are stored on the Property. Nothing herein shall prohibit the use of home offices in compliance with the preceding subsections (a), (b) and (c). This restriction is waived in regard to the customary sales activities required to sell homes in the Subdivision. No activity which constitutes a nuisance or annoyance shall occur on the Property.

10. No Mineral development by means of mining or drilling.

11. Utility Easements:

A. Tracts 1-19 shall be subject to utility easements measuring one hundred feet (100') across the front, forty feet (40') across the rear, and forty feet (40') along the sides of each tract.

B. Lot 3 has a 100 foot (100') utility easement along the East sideline.

C. Tracts 20 and 21 shall have a 40 foot (40') utility easement along the front each tract and forty feet (40') along the rear and sides of each tract.

D. Lot 18 has an eighty foot (80') by four hundred foot easement (400') on the southeast corner to allow power access to lot number 17.

E. Lot numbers 8, 9, and 10 have a combined total of one hundred feet (100') by one hundred feet (100') starting at where these three tracts converge.

F. A power line exists on lot numbers 18, 19, and 20 as shown on the survey.

G. A Multi County Water Supply line exists within these utility easements across the front of each property.

EXHIBIT A1

Allen Ellismore Survey A-235

William P. Mauldin Survey A-546

219.03 Acres
Including 3.37 acres in the county roads.

Washington Anderson Survey A-1



2000 South US Hwy 90
P.O. Box 2000
Gulf Breeze, FL 32561

111.00 acres
James M. Lanning et al
Adrian L. Sullivan et al
June 10, 1978
Vol. 200, Pg. 203

11.40 County Rd 425
11.40 acres
George A. Long et al
Independent Investment of the Estate of Fred B. Long
George A. Long et al
December 15, 2000
Vol. 200, Pg. 203

24.62 acres
TMS LLC
James L. Lanning et al
December 11, 2007
Vol. 442, Pg. 28

21.24 acres
S. F. Higgins et al
March 15, 2004
Vol. 154, Pg. 60

103.04 acres
Thomas E. Pugh
and Thelma L. Pugh
Johnnie L. Pugh
June 13, 2002
Vol. 200, Pg. 50

111.50 acres
Mauldin Subdivision Services, Inc.
Donald J. Mauldin
and William A. Mauldin
March 1, 2008
Vol. 397, Pg. 20

APPROXIMATE
LOCATION OF
ELEC. CUP
POWER LINE

20.00 acres
Thomas E. Pugh
Donald J. Mauldin et al
Thomas E. Pugh
and Thelma L. Pugh
January 1, 2002
Vol. 200, Pg. 72

M. H. Gumbert
Survey A-307

20.04 acres
James Thomas Gumbert et al
David D. Gumbert et al
June 14, 1979
Vol. 218, Pg. 19

I & O. N. R. R. Co.
Survey A-1168

11.2 acres
The State
Subdivision A-1168
March 21, 2002, et al
April 28, 2002
Vol. 200, Pg. 1

James Sulber
Survey A-303

Survey of a 219.03 acre tract out of the William P. Mauldin Survey A-546, No. 246, in Wheeler County, Georgia.
I, David A. Polk, a Registered Professional Land Surveyor of the State of Georgia, do hereby certify that this plan and accompanying data were prepared from a survey made on the ground.
David A. Polk
David A. Polk
Registered Professional Land Surveyor No. 6124
Renewed the 12th day of April, 2010

Legend

- Survey Line
- Deed / Trust Line on or from
- Right-of-Way Line
- Outstanding Easement Line
- Old Boundary or Deed
- State / County
- Survey Closure
- Point of Beginning

D.A.S.



202
011
12
B:
RP
V:
564
P:
632
06/2
4/20
20
01:
58:
03
PM
Pag
e 4
of 7

Polk Land Surveying

Bret A. Polk
Registered Professional Land Surveyor No. 6126

30846 S. U.S. Highway 281
Hico, TX 76457
Phone (254) 796-2588
Fax (254) 796-9814

Legal Description

State of Texas:
County of Hamilton:

All that certain 219.03 acre tract out of the William P. Mauldin Survey Abstract No. 546, in Hamilton County, Texas, being the same tract of land described as a 213 1/3 acre tract in a deed from E. F. Flippen, et al to Floyd Kemp, dated November 7, 1941 and recorded in Volume 124, Page 353 of the Deed Records of Hamilton County, Texas, being the same tract of land described as a 213 1/3 acre tract in a deed from Georgia Ann Kemp Schrank, Independent Executrix of the Estate of Pearl R. Kemp to Georgia Ann Kemp Schrank, dated December 22, 2004 and recorded in Volume 380, Page 363 of the Deed Records of Hamilton County, Texas, and described as follows:

Beginning at a capped 3/8" iron rod set at the NW corner of said 213 1/3 acre tract, being the SW corner of a 244.82 acre tract described in a deed from Tenir LLC to Jason L. Lacewell, et ux, dated December 21, 2009 and recorded in Volume 442, Page 28 of the Deed Records of Hamilton County, Texas, being in Hamilton County Road No. 425, for the NW corner of this tract:

Thence S 71° 30' 42" E, along the North line of said 213 1/3 acre tract and the South line of said 244.82 acre tract, along County Road No. 425, at 3478.78' pass a capped 3/8" iron rod set at the SE corner of said 244.82 acre tract, continuing in all, 5329.96' to a capped 3/8" iron rod set at the NE corner of said 213 1/3 acre tract, being at an intersection of County Road No. 425 and Hamilton County Road No. 410, for the NE corner of this tract:

Thence S 17° 51' 47" W, along East line of said 213 1/3 acre tract, along County Road No. 410, 1785.01' to a capped 3/8" iron rod set at the SE corner of said 213 1/3 acre tract, being the NE corner of a 117.30 acre tract described in a deed from Rattkin Exchange Services, Inc. to Ronald L. Muse and Regina A. Muse, dated March 3, 2006 and recorded in Volume 397, Page 393 of the Deed Records of Hamilton County, Texas, for the SE corner of this tract:

Thence N 71° 32' 11" W, along the South line of said 213 1/3 acre tract and the North line of said 117.30 acre tract, being along the North line of a former 106.00 acre tract described as Tract One in a deed from Darrel J. Roy, et ux to Tommy K. Fuqua and Ricky L. Fuqua, dated January 7, 2005 and recorded in Volume 380, Page 722 of the Deed Records of Hamilton County, Texas, at 22.00' pass a capped 3/8" iron rod set at a fence corner in the West line of County Road No. 410, at 3246.41' pass a capped 3/8" iron rod set at the NW corner of said 117.30 acre tract, being the NE corner of a 103.64 acre tract described in a deed from Tommy K. Fuqua and Ricky L. Fuqua to Johnny P. Epley, dated May 13, 2005 and recorded in Volume 385, Page 485 of the Deed Records of Hamilton County, Texas, continuing along the North line of said 103.64 acre tract, at 5350.50' pass a capped 1/2 iron rod found at the NW corner of said 103.64 acre tract, continuing in all 5353.86' to a capped 3/8" iron rod set at the SW corner of said 213 1/3 acre tract, being the NW corner of said 106.00 acre tract, being in the East line of a 112 acre tract described as First Tract in a deed from Robert Jolley, et to Edward H. Seale, III, et ux, dated April 28, 2005 and recorded in Volume 385, Page 1 of the Deed Records of Hamilton County, Texas, for the SW corner of this tract:

Thence N 18° 37' 49" E, along the West line of said 213 1/3 acre tract and the East line of said 112 acre tract, at 1773.39' pass a capped 3/8" iron rod set in the South line of County Road No. 425, continuing in all, 1787.24' to the **Point of Beginning** and containing 219.03 acres of land, including 3.37 acres in the county roads.



I, Bret A. Polk, Registered Professional Land Surveyor No. 6126 of the State of Texas, do hereby certify that these field notes and accompanying plat were prepared from a survey performed on the ground, the 13th day of April, 2010.

EXHIBIT A2

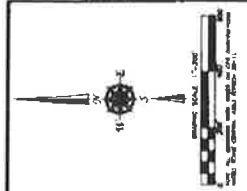
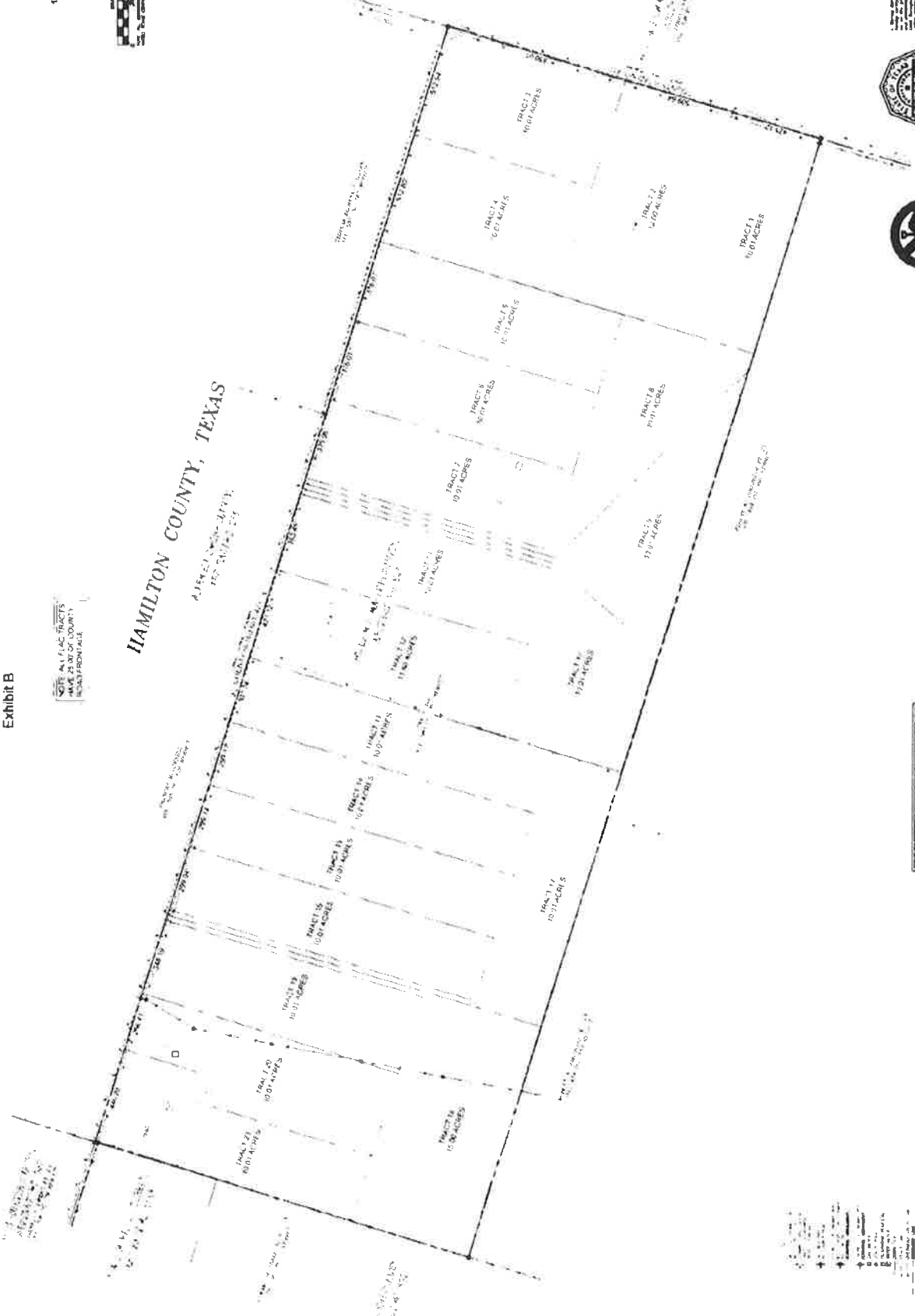


Exhibit B

ALL 16 AC TRACTS
IN HAMILTON COUNTY
BOUND BY FRONTAGE

HAMILTON COUNTY, TEXAS

ALPHEA WOOD DRIVE
107' 0" WIDE



202011
12 B:
RP V:
564 P:
634
06/24/2
020 01:
58:03
PM
Page 6
of 7

ALL RIGHTS RESERVED
NO PART OF THIS DOCUMENT
MAY BE REPRODUCED OR
TRANSMITTED IN ANY FORM
OR BY ANY MEANS, ELECTRONIC
OR MECHANICAL, INCLUDING
PHOTOCOPYING, RECORDING,
OR BY ANY INFORMATION
STORAGE AND RETRIEVAL
SYSTEM, WITHOUT PERMISSION
IN WRITING FROM THE
PUBLISHER.



FILED and RECORDED

Instrument Number: 20201112 B: RP V: 564 P: 629

Filing and Recording Date: 06/24/2020 01:58:03 PM Recording Fee: 46.00

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the REAL PROPERTY RECORDS of Hamilton County, Texas.



A handwritten signature in cursive script that reads "Leanne Jackson".

Leanne Jackson, County Clerk
Hamilton County, Texas

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07-28-2021



STATE OF TEXAS)
)
COUNTY OF)
HAMILTON)

CORRECTION
DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS, EASEMENTS AND LIENS FOR
THE RANCHES AT DOVE VALLEY

This declaration is made on the date hereinafter set forth by TRADV, LLC, hereinafter referred to as "Developer".

WITNESSETH:

WHEREAS, Developer is the Owner of that certain tract of land located in Hamilton County, Texas, containing 219.03 acres and being more fully described on the attached Exhibit A and for representational purposes only, described on the sales plat attached as Exhibit B, incorporated herein for any and all purposes, hereinafter referred to as "The Ranches at Dove Valley", "Property" or "Subdivision";

WHEREAS, it is the desire and purpose of Developer to place certain restrictions, easements, covenants, conditions and reservations (hereinafter "Restrictions") upon the Property in order to establish a uniform plan for its development, insure the use of the Property for residential purposes only, prevent nuisances, prevent the impairment of the value of the Property, maintain the desired character of the community, and insure the preservation of such uniform plan for the benefit of the present and future Owners of the Property;

WHEREAS, "Tract" or "Lot" means any individual tracts of land or lots sold by the Developer from the 219.03 acres described above.

NOW, THEREFORE, Developer hereby adopts, establishes and imposes upon the Property, the following Restrictions for the purposes of enhancing and protecting the value, desirability and attractiveness of the Property, which Restrictions shall run with the land and inure to the benefit of each Owner and his invitees:

ARTICLE I
RESTRICTIONS

1. The Property is to be used for single family residential purposes.
2. Upon start of construction, the exterior of any home must be completed within twelve (12) months from the slab being poured and built to applicable building & windstorm/flood codes.
3. Mobile homes are prohibited on the Property.
4. Before a residence is constructed, travel trailers and RV's may be temporarily stored on the Property but shall not be used as a permanent residence. After a residence is

constructed, all boats, travel trailers and RV's must be stored behind the residence or in a garage.

5. No junk cars, abandoned cars or scrap, trash, landscaping trimmings or other debris may be placed on the Property.

6. No pigs or peacocks will be permitted on the Property.

7. No portion of the Property can be divided into smaller tracts.

8. No signs for advertising, or billboards, may be placed on the Property with the exception of one professionally made "For Sale" sign.

9. No activity whether for profit or not, shall be conducted on the Property which is not related to the occupation of the Property for single family residential purposes, unless said activity meets the following criteria: (a) no exterior sign of the activity is present, (b) no additional traffic is created as a result of the activity, and (c) no toxic substances are stored on the Property. Nothing herein shall prohibit the use of home offices in compliance with the preceding subsections (a), (b) and (c). This restriction is waived in regard to the customary sales activities required to sell homes in the Subdivision. No activity which constitutes a nuisance or annoyance shall occur on the Property.

10. No Mineral development by means of mining or drilling.

11. Utility Easements:

A. Tracts 1-19 shall be subject to utility easements measuring one hundred feet (100') across the front, forty feet (40') across the rear, and forty feet (40') along the sides of each tract.

B. Lot 3 has a 100 foot (100') utility easement along the East sideline.

C. Tracts 20 and 21 shall have a 40 foot (40') utility easement along the front each tract and forty feet (40') along the rear and sides of each tract.

D. Lot 18 has an eighty foot (80') by four hundred foot easement (400') on the southeast corner to allow power access to lot number 17.

E. Lot numbers 8, 9, and 10 have a combined total of one hundred feet (100') by one hundred feet (100') starting at where these three tracts converge.

F. A power line exists on lot numbers 18, 19, and 20 as shown on the survey.

G. A Multi County Water Supply line exists within these utility easements across the front of each property.

H. A Century Link Telephone line exists within the utility easement. The developer makes no guarantees as to the availability of phone service.

The utility companies have the right to access lots to install and maintain utilities and access to the easements. No utilities will be located outside the easements. The utility easements shall be used for the construction, maintenance and repair of utilities, including but not limited to, electrical systems, telephone, cable, water, gas and any other utilities which the Developer or utility providers may install for the benefit of an owner of a tract of land in the Subdivision. Notwithstanding the foregoing, the Developer has no obligation to provide utilities and all such utilities shall be provided by the local utility companies in accordance with the policies of such utility companies. All utility easements may also be used for the construction of drainage facilities in order to provide for improved surface drainage of the Property. The Developer reserves the right to grant specific utility easements without the joinder of any owner of a tract of land in the Subdivision to public utility providers within the boundaries of any of the easements herein reserved. Any utility company serving the Property shall have the right to enter upon any utility easement for the purpose of installing, repairing, and maintaining their respective facilities. Neither Developer nor any utility company, political subdivision or other authorized entity using the easements herein reserved shall be liable for any damages done by them or their assigns, agents or employees to fences, shrubbery, trees and lawns or any other property of an owner of a tract of land in the Subdivision located within the easements.

IN WITNESS WHEREOF, the undersigned, being the Developer, herein, has hereunto set its hand on this ~~23rd~~ day of ~~June~~, 2020.
28th July, 2021


TRADV, LLC

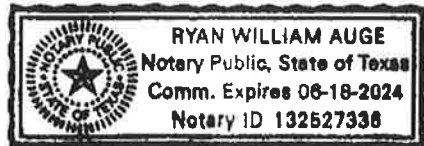
By: 
Michael Emmons Manager

STATE OF TEXAS)
)
COUNTY OF DALLAS)

28th July, 2021

This Instrument was acknowledged before me on this ~~23rd~~ day of ~~June~~, 2020, by Michael Emmons, Manager, of TRADV, LLC in the capacity therein stated and as the act and deed of said company


NOTARY PUBLIC, STATE OF TEXAS



This document is to correct the Declaration of Covenants, Conditions, Restrictions, Easements and Liens for The Ranches at Dove Valley, recorded in Volume 564, Page 629, Real Property Records of Hamilton County, Texas as this document was inadvertently recorded without a completed the notary acknowledgement and notary signature and is effective as of June 23, 2020, the date on the Declaration of Covenants, Conditions, Restrictions, Easements and Liens for The Ranches at Dove Valley and in all other respects.

Polk Land Surveying

Bret A. Polk
Registered Professional Land Surveyor No. 6126

30846 S. U.S. Highway 281
Eliza, TX 76437
Phone (254) 796-2588
Fax (254) 796-2814

Legal Description

State of Texas:
County of Hamilton:

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I, Bret A. Polk, Registered Professional Land Surveyor No. 6126 of the State of Texas, do hereby certify that these field notes and accompanying plat were prepared from a survey performed on the ground, the 13th day of April, 2010.

EXHIBIT A2

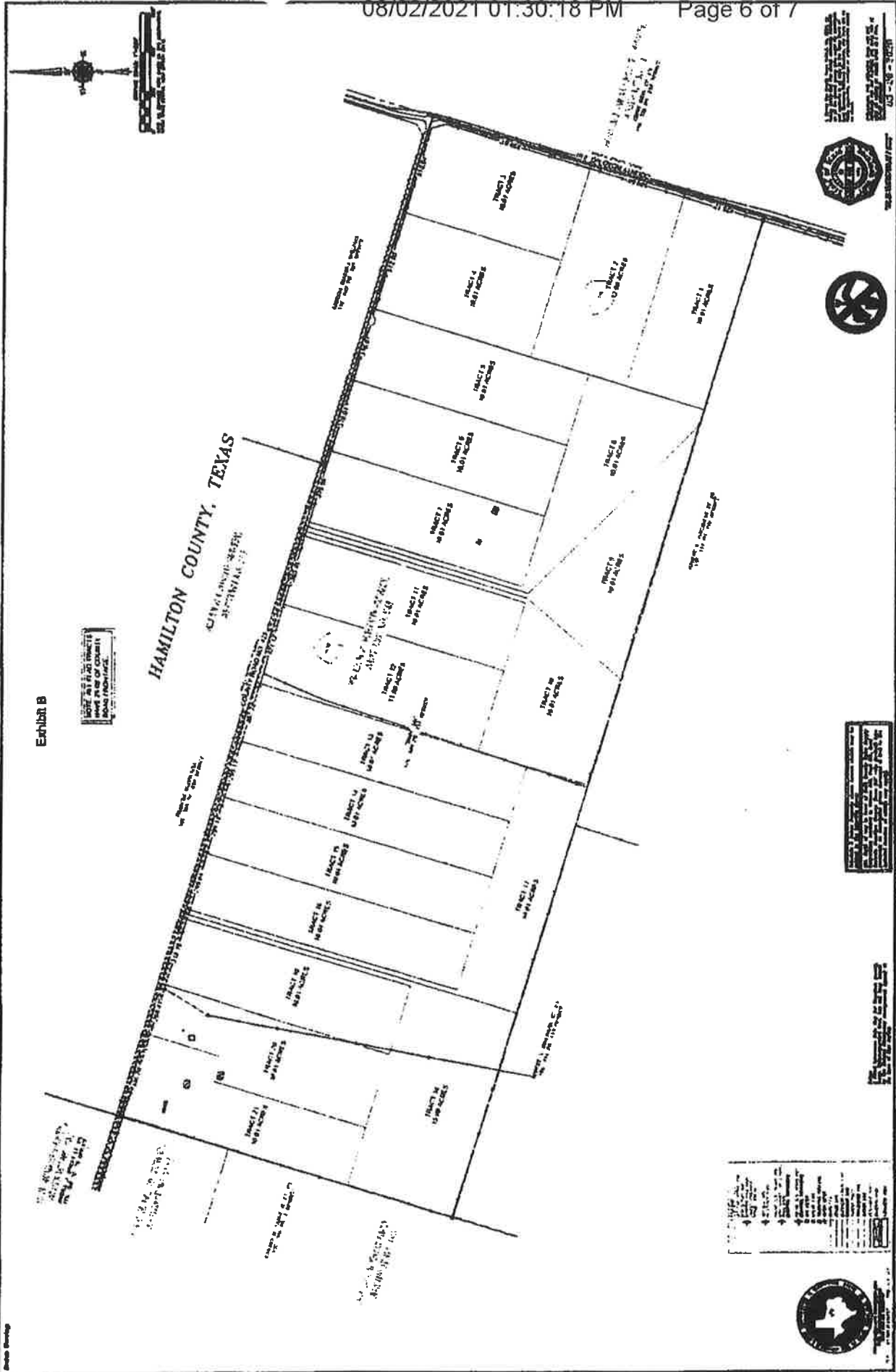


Exhibit B

NOTE: AT 10 TRACTS
 HAVE BEEN OF COUNTY
 10/1/2021

PLAT NO. 100-100-0000
 COUNTY OF HAMILTON, TEXAS
 10/1/2021

PLAT NO. 100-100-0000
 COUNTY OF HAMILTON, TEXAS
 10/1/2021



FILED and RECORDED

Instrument Number: 20212047 B: RP V: 590 P: 447

Filing and Recording Date: 08/02/2021 01:30:18 PM Recording Fee: 46.00

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the REAL PROPERTY RECORDS of Hamilton County, Texas.



A handwritten signature in black ink, appearing to read "Cynthia K. Puff", is written over a horizontal line.

Cynthia K. Puff, County Clerk
Hamilton County, Texas

ANY PROVISION CONTAINED IN ANY DOCUMENT WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR IS INVALID UNDER FEDERAL LAW AND IS UNENFORCEABLE.

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made this 20th day of May 1968, between
FLOYD KEMP and wife, PEARL KEMP

Lessor (whether one or more), whose address is: Route 1, Hamilton, Texas
and H. O. Rowland, Jr. Lessee, WITNESSETH:

1. Lessor in consideration of One and No/100 Dollars
(\$ 1.00), in hand paid, of the royalties herein provided, and of the agreements of Lessee herein contained, hereby grants, leases and lets exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil, gas and all other minerals, laying pipe lines, building roads, tanks, power stations, telephone lines and other structures thereon and on, over and across lands owned or claimed by Lessor adjacent and contiguous thereto, to produce, save, take care of, treat, transport and own said products, and housing its employees, the following described land in: Hamilton County, Texas, to-wit:

213-1/3 acres of land more or less out of W. P. Mauldin Survey, Abst. No. 546, described by metes and bounds as follows: BEGINNING at the SE corner of the A. Ellismore Survey No. 5, for NE corner of this tract; THENCE N 71 W with the South boundary line of the said Ellismore survey, 1900 vrs, to the NW corner; THENCE S 19 W 633-1/3 vrs to L. Low's NW corner; THENCE S 71 E 1900 vrs to L. Low's NE corner; THENCE N 19 E with the W boundary line of the Washington Anderson Survey, 633-1/3 vrs to the place of beginning, LESS 4.75 acres out of the W. P. Mauldin 640 acre Survey, and being the same land described in deed dated November 7, 1941 from E. F. Flippen, et al to Floyd Kemp, recorded in Vol. 124, Page 353, Deed Records of Hamilton County, Texas.

This lease also covers and includes all land owned or claimed by Lessor adjacent or contiguous to the land particularly described above, whether the same be in said survey or surveys or in adjacent surveys, although not included within the boundaries of the land particularly described above. For the purpose of calculating the rental payments hereinafter provided for, said land is estimated to comprise 208.6 acres, whether it actually comprises more or less.

2. Subject to the other provisions herein contained, this lease shall be for a term of ten years from this date (called "primary term") and as long thereafter as oil, gas or other mineral is produced from said land or land with which said land is pooled hereunder.

3. The royalties to be paid by Lessee are: (a) on oil, one-eighth of that produced and saved from said land, the same to be delivered at the wells or to the credit of Lessor into the pipelines to which the wells may be connected; Lessee may from time to time purchase any royalty oil in its possession, paying the market price therefor prevailing for the field where produced on the date of purchase; (b) on gas, including casinghead gas or other gaseous substance, produced from said land and sold or used off the premises or for the extraction of gasoline or other product therefrom, the market value at the well or other place of sale, provided that on gas sold or otherwise marketed as provided herein, the amount realized from such sale; while there is a gas well on this lease or on acreage pooled therewith but gas is not being sold or used, Lessee may pay as royalty, on or before ninety (90) days after the date on which (1) said well is shut in, or (2) the land covered hereby or any portion thereof is included in an acreage pooled therewith, whichever is the later date, and thereafter at annual intervals on or before the anniversary of the date the first payment is made, a sum equal to the amount of the annual rental payable in lieu of drilling operations during the primary term on the number of acres subject to this lease at the time such payment is made, and if such payment is made or tendered, this lease shall not terminate, and it will be considered that gas is being produced from this lease in paying quantities; and (c) on all other minerals mined and marketed, one-tenth either in kind or value at the well or mine, at Lessee's election, except that on sulphur mined and marketed the royalty shall be fifty cents (50¢) per long ton. Lessee shall have free use of oil, gas, coal, and water from said land, except water from Lessor's wells, for all operations hereunder, and the royalty on oil, gas and coal shall be computed after deducting any no used.

4. Lessee, at its option, is hereby given the right and power to pool or combine the acreage covered by this lease or any portion thereof as to oil and gas, or either of them, with any other land covered by this lease, and/or with any other land, lease or leases in the immediate vicinity thereof to the extent hereinafter stipulated, when in Lessee's judgment it is necessary or advisable to do so in order properly to explore, or to develop and operate said leased premises in compliance with the rules or regulations of the Railroad Commission of Texas, or other lawful authority, or when to do so would, in the judgment of Lessee, promote the conservation of oil and gas in and under and that may be produced from said premises. Such pooling shall be into a unit or units not exceeding eighty (80) acres plus an acreage tolerance of ten percent (10%) thereof for oil, and units not exceeding six hundred forty (640) acres each plus an acreage tolerance of ten percent (10%) thereof for gas, provided that, should governmental authority having jurisdiction prescribe or permit the creation of any drilling, spacing, or proration units larger than those specified above, such units may be created or enlarged to conform in size to the drilling or spacing units so prescribed or permitted or to the proration units as may be authorized for obtaining the maximum allowable production from one well. Lessee may pool the acreage or interests above described, or any portion thereof, as above provided, as to oil or gas in any one or more zones, and units so formed need not conform in size or area with the unit or units into which the lease is pooled or combined as to any other zone, and oil units need not conform as to area with gas units. The pooling in one or more instances shall exhaust the rights of the Lessee hereunder to pool this lease or portions of this lease with other lands. Lessee shall file for record in the appropriate records of the county in which the leased premises are situated an instrument describing and designating the pooled acreage as a pooled unit; and upon such recordation the unit shall be effective as to all parties hereto, their heirs, successors, and assigns, irrespective of whether or not the unit is likewise effective as to all other owners of surface, mineral, royalty, or other rights in land included in such unit. Lessee may at its election exercise its pooling option before or after commencing operations for or completing an oil or gas well on the leased premises, and the pooled unit may include, but it is not required to include, land or leases upon which a well capable of producing oil or gas in paying quantities has theretofore been completed or upon which operations for the drilling of a well for oil or gas have theretofore been commenced. In the event of operations for drilling on or production of oil or gas from any part of a pooled unit which includes all or a portion of the land covered by this lease, regardless of whether such operations for drilling were commenced or such production was secured before or after the execution of this instrument or the instrument designating the pooled unit, such operations shall be considered as operations for drilling on or production of oil or gas from land covered by this lease whether or not the well or wells be located on the premises covered by this lease and in such event operations for drilling shall be deemed to have been commenced on said land within the meaning of paragraph 5 of this lease; and the entire acreage constituting such unit or units, as to oil and gas, or either of them, as herein provided, shall be treated for all purposes, except the payment of royalties on production from the pooled unit, as if the same were included in this lease. For the purpose of computing the royalties to which owners of royalties and payments out of production and each of them shall be entitled at production of oil and gas, or either of them, from the pooled unit, the entire acreage constituting such unit or units, as to oil and gas, or either of them, shall be allocated to the acreage covered by this lease and included in the pooled unit (or to each separate tract within the unit) that produces or produces oil or gas, or either of them, from the pooled unit (or to each separate tract within the unit) that produces or produces oil or gas, or either of them, from the pooled unit which the number of surface acres covered by this lease (or in each such separate tract) and included in the pooled unit bears to the total number of surface acres included in the pooled unit. Royalties hereunder shall be computed on the portion of such production, whether it be oil and gas, or either of them, so allocated to the land covered by this lease and included in the unit just as though such production were from such land. The production from an oil well will be considered as production from the lease or oil pooled unit from which it is producing and not as production from a gas pooled unit; and production from a gas well will be considered as production from the lease or gas pooled unit from which it is producing and not from an oil pooled unit. The formation of any unit hereunder shall not have the effect of changing the ownership of any delay rental or shut-in production royalty which may become payable under this lease. If hereafter there are separate tracts, no pooling or unitization of royalty interest as between any such separate tracts is intended or shall be implied or result merely from the inclusion of such separate tracts within this lease but Lessee shall nevertheless have the right to pool as provided above with consequent allocation of production as above provided. As used in this paragraph 4, the words "separate tract" mean any tract with royalty ownership differing, now or hereafter, either as to parties or amounts, from that as to any other part of the leased premises.

5. If operations for drilling are not commenced on said land or on acreage pooled therewith as above provided on or before one year from this date, the lease shall then terminate as to both parties, unless on or before such anniversary date Lessee shall pay or tender to Lessor or to the credit of Lessor in Perry National Bank at Hamilton, Texas, (which bank and its successors are Lessor's agent and shall continue as the depository for all rentals payable hereunder regardless of changes in ownership of said land or the rentals) the sum of Two Hundred Eight and 60/100 Dollars

(\$ 208.60), (hereinafter called rentals), which shall cover the privilege of deferring commencement of drilling operations for a period of twelve (12) months. In like manner and upon like payments or tenders annually, the commencement of drilling operations may be further deferred for successive periods of twelve (12) months each during the primary term. The payment or tender of rental under this paragraph and of royalty under paragraph 3 on any gas well from which gas is not being sold or used may be made by the check or draft of Lessee mailed or delivered to the parties entitled thereto or to any bank or other depository of payment. If such bank (or any successor or assignee) should fail, become insolvent or be succeeded by another bank, or for any reason fail or refuse to accept rental, Lessee shall not be held in default for failure to make such payment or tender of rental until thirty (30) days after Lessor shall deliver to Lessee a proper recordable instrument naming another bank as agent to receive such payments or tenders. The down cash payment is consideration for this lease according to its terms and shall not be allocated as a mere rental for a period. Lessee may at any time or times exercise and deliver to Lessor or to the depository above named or place of record a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered, and thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage covered hereby is reduced by said release or releases.

6. If prior to discovery and production of oil, gas or other mineral on said land or on acreage pooled therewith, Lessee should drill a dry hole or holes thereon, or if after discovery and production of oil, gas or other mineral, the production thereof should cease from any cause, this lease shall not terminate if Lessee commences operations for drilling or reworking within sixty (60) days thereafter or if it be within the primary term, terminate or renew the payment or tender of rentals or commence operations for drilling or reworking on or before the rental paying date next ensuing after the expiration of sixty days from date of completion of dry hole or cessation of production, if at any time subsequent to sixty (60) days prior to the beginning of the last year of the primary term and prior to the cessation of oil, gas or other mineral on said land, or on acreage pooled therewith, Lessee should drill a dry hole or holes thereon, no rental payment or operations are necessary in order to keep the lease in force during the remainder of the primary term. If at the expiration of the primary term, oil, gas or other mineral is not being produced on said land, or on acreage pooled therewith, but Lessee is then engaged in drilling or reworking operations thereon or shall have completed a dry hole thereon within sixty (60) days prior to the end of the primary term, the lease shall remain in force so long as operations on said well or for drilling or reworking

Volume 208 page 347

of any additional well are prosecuted with no cessation of more than sixty (60) consecutive days, and if they result in the production of oil, gas or other mineral, so long thereafter as oil, gas or other mineral is produced from said land or acreage pooled therewith. Any pooled acreage designated by Lessee in accordance with the terms hereof may be dissolved by Lessee by instrument filed for record in the appropriate records of the county in which the leased premises are situated at any time after the completion of a dry hole or the cessation of production on said unit. In the event a well or wells producing oil or gas in paying quantities should be brought in on adjacent land and within three hundred thirty (330) feet of and draining the leased premises, or acreage pooled therewith, Lessee agrees to drill such offset wells as a reasonably prudent operator would drill under the same or similar circumstances.

7. Lessee shall have the right at any time during or after the expiration of this lease to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove all casing. When required by Lessor, Lessee will bury all pipe lines below ordinary plow depth, and no well shall be drilled within two hundred (200) feet of any residence or barn now on said land without Lessor's consent.

8. The rights of either party hereunder may be assigned in whole or in part, and the provisions hereof shall extend to their heirs, successors and assigns; but no change or division in ownership of the land, rentals or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee; and no change or division in such ownership shall be binding on Lessee until thirty (30) days after Lessee shall have been furnished by registered U. S. mail at Lessee's principal place of business with a certified copy of recorded instrument or instruments evidencing same. In the event of assignment hereof in whole or in part liability for breach of any obligation hereunder shall rest exclusively upon the owner of this lease or of a portion thereof who commits such breach. In the event of the death of any person entitled to rentals hereunder, Lessee may pay or tender such rentals to the credit of the deceased or the estate of the deceased until such time as Lessee is furnished with proper evidence of the appointment and qualification of an executor or administrator of the estate, or if there be none, then until Lessee is furnished with evidence satisfactory to it as to the heirs or devisees of the deceased and that all debts of the estate have been paid. If at any time two or more persons be entitled to participate in the rental payable hereunder, Lessee may pay or tender said rental jointly to such persons or to their joint credit in the depository named herein; or, at Lessee's election, the proportionate part of said rentals to which each participant is entitled may be paid or tendered to him separately or to his separate credit in said depository; and payment or tender to any participant of his portion of the rentals hereunder shall maintain this lease as to such participant. In event of assignment of this lease as to a segregated portion of said land, the rentals payable hereunder shall be apportionable as between the several leasehold owners ratably according to the surface area of each, and default in rental payment by one shall not affect the rights of other leasehold owners hereunder. If six or more parties become entitled to royalty hereunder, Lessee may withhold payment thereof unless and until furnished with a recordable instrument executed by all such parties designating an agent to receive payment for all.

9. The breach by Lessee of any obligation arising hereunder shall not work a forfeiture or termination of this lease nor cause a termination or reversion of the estate created hereby nor be grounds for cancellation hereof in whole or in part. In the event Lessor considers that operations are not at any time being conducted in compliance with this lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof, and Lessee, if in default, shall have sixty days after receipt of such notice in which to commence the compliance with the obligations imposed by virtue of this instrument. After the discovery of oil, gas or other mineral in paying quantities on said premises, Lessee shall develop the acreage retained hereunder as a reasonably prudent operator, but in discharging this obligation it shall in no event be required to drill more than one well per eighty (80) acres of the area retained hereunder and capable of producing oil in paying quantities and one well per 840 acres plus an acreage tolerance not to exceed 10% of 840 acres of the area retained hereunder and capable of producing gas or other mineral in paying quantities.

10. Lessor hereby warrants and agrees to defend the title to said land and agrees that Lessee at its option may discharge any tax, mortgage or other lien upon said land, either in whole or in part, and in event Lessee does so, it shall be subrogated to such lien with right to enforce same and apply, rentals and royalties accruing hereunder toward satisfying same. Without impairment of Lessee's rights under the warranty in event of failure of title, it is agreed that if this lease covers a less interest in the oil, gas, sulphur, or other minerals in all or any part of said land than the entire and undivided fee simple estate (whether Lessor's interest is herein specified or not), or no interest therein, then the royalties, delay rental, and other monies accruing from any part as to which this lease covers less than full interest, shall be paid only in the proportion which the interest therein, if any, covered by this lease, bears to the whole and undivided fee simple estate therein. All royalty interest covered by this lease (whether or not owned by Lessor) shall be paid out of the royalty herein provided. Should any one or more of the parties named above as Lessor fail to execute this lease, it shall nevertheless be binding upon the party or parties executing the same. Failure of Lessee to reduce rental paid hereunder shall not impair the right of Lessee to reduce royalties.

11. Should Lessee be prevented from complying with any express or implied covenant of this lease, from conducting drilling or reworking operations thereon producing oil or gas therefrom by reason of scarcity of or inability to obtain or to use equipment or material, or by operation of force majeure, any Federal or state law or any order, rule or regulation of governmental authority, then while so prevented, Lessee's obligation to comply with such covenant shall be suspended, and Lessee shall not be liable in damages for failure to comply therewith; and this lease shall be extended while and no long as Lessee is prevented by any such cause from conducting drilling or reworking operations on or from producing oil or gas from the leased premises; and the time while Lessee is so prevented shall not be counted against Lessee, anything in this lease to the contrary notwithstanding.

IN WITNESS WHEREOF, this instrument is executed on the date first above written.

WITNESSES:

Floyd Kemp
Floyd Kemp (S.S. No. 11535-62-1964)
Pearl Kemp
Pearl Kemp

STATE OF TEXAS
COUNTY OF HAMILTON

TEXAS SINGLE ACKNOWLEDGMENT

Before me, the undersigned authority, a Notary Public in and for said County and State, on this day

personally appeared: FLOYD KEMP

knows to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 22 day of May, A. D. 19 68.
(Billy G. Wood)

Notary Public in and for Hamilton County,

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF HAMILTON

BEFORE ME, the undersigned authority,

in and for said County, Texas, on this day personally appeared...

PEARL KEMP

known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that

she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 22 day of May, A. D. 19 68.
(L.S.) (Billy G. Wood)

Notary Public, Hamilton County, Texas
My Commission Expires June 1, 19.....

Filed for record December 2, 1968 at 3:30 P. M.
Recorded December 3, 1968 at 4:35 P. M.

Genevieve M. Clark, County Clerk
Hamilton Co., Texas

Volume 203 page 348

05-20-1968

151 Assignment of Oil and Gas Lease

WHEREAS, on the 20th day of May 19 68, a certain oil and gas mining lease was made and entered into by and between

Floyd Kemp and wife Pearl Kemp, Lessors
and H. O. Rowland, Jr., Lessee
covering the following described land in the County of Hamilton and State of Texas, to-wit:

Being 213-1/3 acres of land, more or less, out of the W. P. Mauldin Survey, Abst. No. 546, described by metes and bounds as follows: BEGINNING at the S. E. corner of the A. Ellismore Survey No. 5 for the N. E. corner of this tract; THENCE N. 71 W. with the South boundary line of the said Ellismore survey 1900 vrs. to the N. W. corner; THENCE S. 19 W. 633-1/3 vrs. to L. Low's N. W. corner; THENCE S. 71 E. 1900 vrs. to L. Low's N. E. corner; THENCE N. 19 E. with the W. boundary line of the Washington Anderson Survey, 633-1/3 vrs. to the place of beginning, LESS 4.75 acres out of the W. P. Mauldin 640 acre Survey, and being the same land described in deed dated November 7, 1941 from E. F. Flippen, et al to Floyd Kemp, recorded in Vol. 124, Page 353, Deed Records, of Hamilton County, Texas.

Said lease being recorded in the office of the County Clerk in and for said County in book _____ page _____, and

Whereas, The said lease and all rights thereunder or incident thereto are now owned by

H. O. Rowland, Jr.,

Now, Therefore, for and in consideration of One Dollar (and other good and valuable considerations), the receipt of which is hereby acknowledged, the undersigned, the present owner of the said lease and all rights thereunder or incident thereto, does hereby bargain, sell, transfer, assign and convey all rights, title and interest of the original lessee and present owner in and to said lease and rights thereunder in so far as it covers the land covered by said lease and reference to said lease being had for more particularity of description thereof,

together with all personal property used or obtained in connection therewith to Lone Star Producing Company, a Texas Corporation and its ~~heirs~~, successors and assigns.

And for the same consideration, the undersigned for himself and his heirs, successors and representatives, does covenant with the said assignee its ~~heirs~~, successors, or assigns, that

H. O. Rowland, Jr. is the lawful owner of the said lease and rights and interests thereunder and of the personal property thereon or used in connection therewith; that the undersigned has good right and authority to sell and convey the same, and that said rights, interest and property are free and clear from all liens and incumbrances, and that all rentals and royalties due and payable thereunder have been duly paid.

In Witness Whereof, The undersigned owner and assignor has signed this instrument this 28 day of May 19 68.


H. O. Rowland, Jr.

Volume 203 page 860



SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF TAYLOR

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared H. O. ROWLAND, JR. whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 28 day of May A. D. 19 68

(Roy Helen Mingus)
(L. S.)

Notary Public in and for Taylor County, Texas

Filed for record February 7, 1969 at 8:30 A. M.
Recorded February 7, 1969 at 2:50 P. M.

By [Signature] Deputy

Genevieve M. Clark, Co. Clerk
Hamilton Co., Texas

02-28-2020

20200515 B: RP V: 560 P: 357 WD
03/17/2020 02:41 PM Total Pages: 5 Fee: 38.00
Leanne Jackson, County Clerk- Hamilton County, Texas



FILED BY ATC
SPRING BRANCH

GF # 4000131900557

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.

General Warranty Deed

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HAMILTON §

Executed on date of acknowledgement to be Effective on: February 28, 2020

Grantor: Georgia Ann Kemp Miller, f/k/a Georgia Ann Kemp Schrank, individually and as Exccutor and Sole Devisee of the Estate of Floyd Kemp, deceased

Grantor's Mailing Address: 800 Coral Ridge E., College Station, Brazos County, Texas 77845

Grantee: TRADV, LLC

Grantee's Mailing Address: 2815 River Way, Spring Branch, Comal County, Texas 78070

Consideration: TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

Property (including any improvements):

All that certain tract or parcel of land situated in Hamilton County, Texas, and described as follows:

BEGINNING at the South East corner of the A. Ellismore Survey No. 5, for the North East Corner of this survey;

THENCE N 71 W with the South boundary line of the Sur No. 5, 1900 vrs. to the NW corner;

THENCE S 19 W 633-1/3 vrs. to L. Lows, N.W. corner;

THENCE S 71 E. 1900 vrs. to the L. Lows NE corner;

THENCE N 19 E with the West boundary line of Anderson Survey 633-1/3 vrs. to the place of Beginning. Being 213-1/2 acres, less 4-3/4 acres out of the W. P. Mauldin 640 survey, (sometimes called "Mouldin Survey") and being the same land described in Warranty Deed

from E.F Flippen, et al to Floyd Kemp, dated November 7, 1941, and recorded at Volume 124, Page 353, Deed Records of Hamilton County, Texas.

Being the same tract or parcel of land described in Deed recorded in Volume 380, Page 363 in the Real Property Records of Hamilton County, Texas.

Reservations from Conveyance: For Grantor and Grantor's heirs, successors, and assigns forever, a reservation of an undivided fifty percent of all oil, gas, and other minerals in and under and that may be produced from the Property.

Grantor waives the right of ingress and egress to and from the surface of the Property relating to the portion of the mineral estate owned by Grantor.

Nothing herein, however, restricts or prohibits the pooling or unitization of the portion of the mineral estate owned by Grantor with land other than the Property; or the exploration or production of the oil, gas, and other minerals by means of wells that are drilled or mines that open on land other than the Property but enter or bottom under the Property, provided that these operations in no manner interfere with the surface or subsurface support of any improvements constructed or to be constructed on the Property.

Exceptions to Conveyance and Warranty: All presently recorded restrictions, reservations, easements, covenants and conditions that affect the property and taxes for the current year, the payment of which Grantee assumes.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

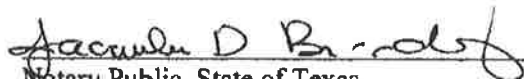
When the context requires, singular nouns and pronouns include the plural.



**Georgia Ann Kemp Miller, individually
and as Executor and Sole Devisee of the
Estate of Floyd Kemp, deceased**

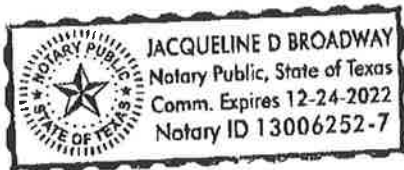
THE STATE OF TEXAS *
COUNTY OF Brazos *

This instrument was acknowledged before me on this the 2nd day of March, 2020, by **Georgia Ann Kemp Miller, individually and as Executor and Sole Devisee of the Estate of Floyd Kemp, deceased.**


Notary Public, State of Texas

AFTER RECORDING RETURN TO:
Alamo Title Company
GF No. 4000131900557

PREPARED IN THE LAW OFFICE OF:
Kristen Quinney Porter, LLC
P.O. Box 312643
New Braunfels, Texas 78131-2643



Polk Land Surveying

Bret A. Polk
Registered Professional Land Surveyor No. 6126

30846 S. U.S. Highway 281
 Hico, TX 76457
 Phone (254) 796-2588
 Fax (254) 796-9814

Legal Description

State of Texas:
 County of Hamilton:

All that certain 219.03 acre tract out of the William P. Mauldin Survey Abstract No. 546, in Hamilton County, Texas, being the same tract of land described as a 213 1/3 acre tract in a deed from E. F. Flippen, et al to Floyd Kemp, dated November 7, 1941 and recorded in Volume 124, Page 353 of the Deed Records of Hamilton County, Texas, being the same tract of land described as a 213 1/3 acre tract in a deed from Georgia Ann Kemp Schrank, Independent Executrix of the Estate of Pearl R. Kemp to Georgia Ann Kemp Schrank, dated December 22, 2004 and recorded in Volume 380, Page 363 of the Deed Records of Hamilton County, Texas, and described as follows:

Beginning at a capped 3/8" iron rod set at the NW corner of said 213 1/3 acre tract, being the SW corner of a 244.82 acre tract described in a deed from Tenir LLC to Jason L. Lacewell, et ux, dated December 21, 2009 and recorded in Volume 442, Page 28 of the Deed Records of Hamilton County, Texas, being in Hamilton County Road No. 425, for the NW corner of this tract:

Thence S 71° 30' 42" E, along the North line of said 213 1/3 acre tract and the South line of said 244.82 acre tract, along County Road No. 425, at 3478.78' pass a capped 3/8" iron rod set at the SE corner of said 244.82 acre tract, continuing in all, 5329.96' to a capped 3/8" iron rod set at the NE corner of said 213 1/3 acre tract, being at an intersection of County Road No. 425 and Hamilton County Road No. 410, for the NE corner of this tract:

Thence S 17° 51' 47" W, along East line of said 213 1/3 acre tract, along County Road No. 410, 1785.01' to a capped 3/8" iron rod set at the SE corner of said 213 1/3 acre tract, being the NE corner of a 117.30 acre tract described in a deed from Rattkin Exchange Services, Inc. to Ronald L. Muse and Regina A. Muse, dated March 3, 2006 and recorded in Volume 397, Page 393 of the Deed Records of Hamilton County, Texas, for the SE corner of this tract:

Thence N 71° 32' 11" W, along the South line of said 213 1/3 acre tract and the North line of said 117.30 acre tract, being along the North line of a former 106.00 acre tract described as Tract One in a deed from Darrel J. Roy, et ux to Tommy K. Fuqua and Ricky L. Fuqua, dated January 7, 2005 and recorded in Volume 380, Page 722 of the Deed Records of Hamilton County, Texas, at 22.00' pass a capped 3/8" iron rod set at a fence corner in the West line of County Road No. 410, at 3246.41' pass a capped 3/8" iron rod set at the NW corner of said 117.30 acre tract, being the NE corner of a 103.64 acre tract described in a deed from Tommy K. Fuqua and Ricky L. Fuqua to Johnny P. Epley, dated May 13, 2005 and recorded in Volume 385, Page 485 of the Deed Records of Hamilton County, Texas, continuing along the North line of said 103.64 acre tract, at 5350.50' pass a capped 1/2" iron rod found at the NW corner of said 103.64 acre tract, continuing in all 5353.86' to a capped 3/8" iron rod set at the SW corner of said 213 1/3 acre tract, being the NW corner of said 106.00 acre tract, being in the East line of a 112 acre tract described as First Tract in a deed from Robert Jolley, et to Edward H. Seale, III, et ux, dated April 28, 2005 and recorded in Volume 385, Page 1 of the Deed Records of Hamilton County, Texas, for the SW corner of this tract:

Thence N 18° 37' 49" E, along the West line of said 213 1/3 acre tract and the East line of said 112 acre tract, at 1773.39' pass a capped 3/8" iron rod set in the South line of County Road No. 425, continuing in all, 1787.24' to the Point of Beginning and containing 219.03 acres of land, including 3.37 acres in the county roads.



I, Bret A. Polk, Registered Professional Land Surveyor No. 6126 of the State of Texas, do hereby certify that these field notes and accompanying plat were prepared from a survey performed on the ground, the 13th day of April, 2010.

FILED and RECORDED

Instrument Number: 20200515 B: RP V: 560 P: 357

Filing and Recording Date: 03/17/2020 02:41:14 PM Recording Fee: 38.00

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the REAL PROPERTY RECORDS of Hamilton County, Texas.



Leanne Jackson

Leanne Jackson, County Clerk
Hamilton County, Texas

ANY PROVISION CONTAINED IN ANY DOCUMENT WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR IS INVALID UNDER FEDERAL LAW AND IS UNENFORCEABLE.

02-08-1979

RIGHT OF WAY EASEMENT
(General Type Easement)

2261

KNOW ALL MEN BY THESE PRESENTS, that Floyd & Pearl Kemp
(hereinafter called "Grantors"), in consideration of one dollar (\$1.00) and other good and valuable consideration paid by
Multi County Water Supply Corp., (hereinafter called "Grantee"), the receipt and sufficiency of
which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and
assigns, a perpetual easement with the right to erect, construct, install, and lay and thereafter use, operate, inspect, repair,
maintain, replace, and remove Water Pipes over and across 2.10 acres of land,
more particularly described in instrument recorded in Vol. 124, Page 353, Deed Records, Hamilton
County, Texas, together with the right of ingress and egress over Grantors' adjacent lands for the purpose for which the above
mentioned rights are granted. The easement hereby granted shall not exceed 15' in width, and Grantee is hereby authorized
to designate the course of the easement herein conveyed except that when the pipe line(s) is installed, the easement herein
granted shall be limited to a strip of land 15' in width the center line thereof being the pipe line as installed.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantors by reason of the
installation of the structures referred to herein and the Grantee will maintain such easement in a state of good repair and
efficiency so that no unreasonable damages will result from its use to Grantors' premises. This Agreement together with other
provisions of this grant shall constitute a covenant running with the land for the benefit of the Grantee, its successors, and
assigns. The Grantors covenant that they are the owners of the above described lands and that said lands are free and clear of
all encumbrances and liens except the following:

The easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject
to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the
easement continues to be used for the same or similar purpose for which financial assistance was extended or for so long as
the Grantee owns it, whichever is longer.

IN WITNESS WHEREOF the said Grantors have executed this instrument this 8th day of
February, 1979.

Floyd Kemp
Mrs. Pearl Kemp

ACKNOWLEDGMENT

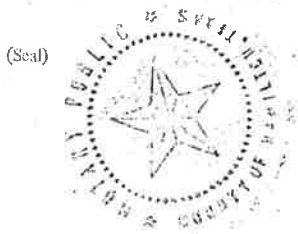
STATE OF TEXAS Hamilton
COUNTY OF Hamilton }

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared

Floyd Kemp and Mrs. Pearl Kemp

known to me to be the person(s) whose name(s) is (are) subscribed to the foregoing instrument, and acknowledged to me
that he (she) (they) executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 8th day of
February, 1979.



Carolyn A. Bosley
Notary Public in and for
Hamilton County, Texas
CAROLYN A. BOSLEY, Notary Public
Hamilton County, Texas

FILED FOR RECORD OCTOBER 25, 1979 at 9:00 A M EARLINE JONES-COUNTY CLERK
RECORDED OCTOBER 29, 1979 AT 8:00 AM HAMILTON COUNTY, TEXAS

