

**Easement Agreement for Access and Utilities**

**Date:** December 1, 2019.

**Grantor:** BOBBY MATHIEWS

**Grantor's Mailing Address:**

BOBBY MATHIEWS  
P. O. Box 268  
Woodson, Throckmorton County, Texas 76491

**Grantee:** STONE BUTTE WHITETAILS, LLC, a Texas Limited Liability Company

**Grantee's Mailing Address:**

STONE BUTTE WHITETAILS, LLC  
2 Spanish Oak  
Waco, McLennan County, Texas 76710

**Dominant Estate Property:**

Property ID: 4414  
Legal Description: A-274 TE&L 673  
Geographic ID: 00120-00274-00673-000000  
Map ID: 24,30  
Owner ID: R3147  
Throckmorton County, Texas

**Easement Property:** Starting at the steel gate off of Farm Road 3327, going south/southeast on oil field service road and ending at steel gate at the entrance of Stone Butte Whitetails, LLC property.

**Easement Purpose:** For providing free and uninterrupted pedestrian and vehicular ingress to and egress from the Dominant Estate Property, to and from the adjacent property known as STONE BUTTE WHITETAILS, LLC.

For the installation, construction, operation, maintenance, replacement, repair, upgrade, and removal of water line and related utilities (collectively, the "Facilities") across the Dominant Estate Property, to and from the adjacent property known as STONE BUTTE WHITETAILS, LLC.

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

**Reservations from Conveyance:** None.

**Exceptions to Warranty:** None.

**Grant of Easement:** Grantor, for the Consideration and subject to the Reservations from Conveyance and Exceptions to Warranty, grants, sells, and conveys to Grantee and Grantee's heirs, successors, and assigns an easement over, on, and across the Easement Property for the Easement Purpose, together with all and singular the rights and appurtenances thereto in any way belonging (collectively, the "Easement"), to have and to hold the Easement to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs, successors, and assigns to warrant and forever defend the title to the Easement in Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the Easement or any part of the Easement, except as to the Reservations from Conveyance and Exceptions to Warranty.

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

1. *Character of Easement.* The Easement is appurtenant to, runs with, and inures to the benefit of all or any portion of the Dominant Estate Property, whether or not the Easement is referenced or described in any conveyance of all or such portion of the Dominant Estate Property. The Easement is nonexclusive and irrevocable. The Easement is for the benefit of Grantee and Grantee's heirs, successors, and assigns who at any time own any interest in the Dominant Estate Property (as applicable, the "Holder").

2. *Duration of Easement.* The duration of the Easement is perpetual.

3. *Reservation of Rights.* Holder's right to use the Easement Property is nonexclusive, and Grantor reserves for Grantor and Grantor's heirs, successors, and assigns the

right to use all or part of the Easement Property in conjunction with Holder as long as such use by Grantor and Grantor's heirs, successors, and assigns does not interfere with the use of the Easement Property by Holder for the Easement Purpose, and the right to convey to others the right to use all or part of the Easement Property in conjunction with Holder, as long as such further conveyance is subject to the terms of this agreement.

4. *Secondary Easement.* Holder has the right (the "Secondary Easement") to use as much of the surface of the property that is adjacent to the Easement Property ("Adjacent Property") as may be reasonably necessary to install and maintain the Facilities within the Easement Property that are reasonably suited for the Easement Purpose. However, Holder must promptly restore the Adjacent Property to its previous physical condition if changed by use of the rights granted by this Secondary Easement.

Holder has the right (the "Secondary Easement") to use as much of the surface of the property that is adjacent to the Easement Property ("Adjacent Property") as may be reasonably necessary to install and maintain a road reasonably suited for the Easement Purpose within the Easement Property. However, Holder must promptly restore the Adjacent Property to its previous physical condition if changed by use of the rights granted by this Secondary Easement.

5. *Improvement and Maintenance of Easement Property.* Improvement and maintenance of the Easement Property and the Facilities will be at the sole expense of Holder. Holder has the right to eliminate any encroachments into the Easement Property. Holder must maintain the Easement Property in a neat and clean condition. Holder has the right to construct, install, maintain, replace, and remove the Facilities under or across any portion of the Easement Property. All matters concerning the Facilities and their configuration, construction, installation, maintenance, replacement, and removal are at Holder's sole discretion, subject to performance of

Holder's obligations under this agreement. Holder has the right to remove or relocate any fences within the Easement Property or along or near its boundary lines if reasonably necessary to construct, install, maintain, replace, or remove the Facilities, subject to replacement of the fences to their original condition on the completion of the work.

6. *Equitable Rights of Enforcement.* This Easement may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm, and will be obtainable only by the parties to or those benefited by this agreement; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.

7. *Attorney's Fees.* If either 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.

8. *Binding Effect.* This agreement binds, benefits, and may be enforced by the parties and their respective heirs, successors, and permitted assigns.

9. *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.

10. *Counterparts.* This agreement may be executed in multiple counterparts. All counterparts taken together constitutes this agreement.

11. *Waiver of Default.* A default is not waived if the nondefaulting party fails to

declare default immediately or delays in taking any action with respect to the default. Pursuit of any remedies set forth in this agreement does not preclude pursuit of other remedies in this agreement or provided by law.

12. *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.

13. *Indemnity.* Each party agrees to indemnify, defend, and hold harmless the other party from any loss, attorney's fees, expenses, or claims attributable to breach or default of any provision of this agreement by the indemnifying party. The obligations of the parties under this provision will survive termination of this agreement.

14. *Survival.* The obligations of the parties in this agreement that cannot be or were not performed before termination of this agreement survive termination of this agreement.

15. *Entire Agreement.* This agreement and any exhibits are the entire agreement of the parties concerning the Easement Property and the grant of the Easement by Grantor to Grantee. There are no representations, agreements, warranties, or promises, and neither party is relying on any statements or representations of the other party or any agent of the other party, that are not expressly set forth in this agreement and any exhibits.

16. *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. This agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.

17. *Notices.* Any notice required or permitted under this agreement must be in writing. Any notice required by this agreement will be deemed to be given (whether received or not) the earlier of receipt or three business days after being 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, or e-mail and will be effective when received. Any address for notice may be changed by written notice given as provided herein.

  
BOBBY MATHIEWS

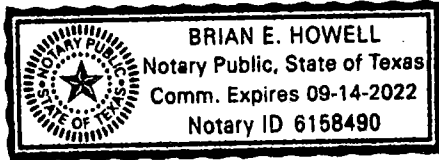
STONE BUTTE WHITETAILS, LLC, a Texas  
Limited Liability Company,

  
FRANK LARRY SULLIVAN, Owner

STATE OF TEXAS )

COUNTY OF McLennan )

This instrument was acknowledged before me on December 10, 2019, by  
BOBBY MATHIEWS.



*Brian E. Howell*

Notary Public, State of Texas

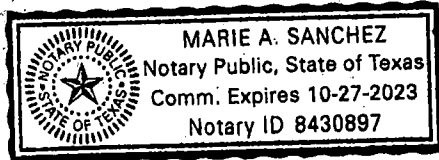
My commission expires: 09-14-2022

STATE OF TEXAS )

COUNTY OF MCLENNAN )

Before me, on this day personally appeared FRANK LARRY SULLIVAN, proved to me on the oath of FRANK LARRY SULLIVAN to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that FRANK LARRY SULLIVAN executed the same as the act of STONE BUTTE WHITETAILS, LLC, a Texas Limited Liability Company, as its Owner, for the purposes and consideration therein expressed.

Given under my hand and seal of office this 22<sup>nd</sup> day of November, 2019.



*Marie A. Sanchez*

Notary Public, State of Texas

My commission expires: 10-27-2023

PREPARED IN THE OFFICE OF:

CLARK, CLARK & HOWELL, LLP  
801 Washington Avenue, Suite 300  
Waco, Texas 76701  
Tel: (254) 776-0554  
Fax: (254) 754-0334

AFTER RECORDING RETURN TO:

FRANK LARRY SULLIVAN  
2 Spanish Oak  
Waco, Texas 76710

FILED FOR RECORD  
DIANNA MOORE - COUNTY CLERK  
THROCKMORTON, TEXAS

**INST NO: 117604**

FILED ON: DECEMBER 13, 2019 AT 10:59am  
THE INSTRUMENT CONTAINED 8 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 13th day of December 2019  
at 10:59 AM and duly recorded on that  
date, in the  
Official Public Records of said county.

**Instrument # 117604, 8 Pages**

*Dianna Moore*

Dianna Moore County Clerk