

## Easement Agreement for Access

**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.**

Effective Date:

Grantor: Brian Haile, a single man, and Brandon Haile, and wife Bridgette Haile  
Grantor's Mailing Address: 6030 CR 101, Hamilton, Hamilton County, Texas 76531  
Grantor's Mailing Address: 2482 N. Hwy 281, Hamilton, Hamilton County, Texas 76531

Grantee: All owners of the Dominant Estate Property described below as Tracts 8, 9, 10 & 11.

### Dominant Estate Property:

#### Tract 8:

Being 11.70 acres of land, situated in Hamilton County, Texas, out of the G. POE SURVEY, ABSTRACT NUMBER 655, and being out of 413.94 acre tract of land that is described in a deed from Ramon Haile, et ux, to Brian Haile and Brandon Haile, recorded in Volume 580 at Page 680, Deed Records of Hamilton County, Texas, and further described as follows;

BEGINNING, at a cotton picker spindle set in the East line of Hamilton County Road Number 210, and being in the West line of said 413.94 acre tract, and being in the center of a 15 foot wide Roadway Easement, recorded in Volume 582 at Page 427, and being in the center of the West end of a 60 foot wide Roadway Easement, surveyed this day, from which the Southeast corner of said 413.94 acre tract bears, S 02° 41' 50" E 5044.55 feet, for the Northwest corner of this tract;

THENCE, with the center of an existing Roadway, and the center of said 60 foot wide Roadway Easement, as follows, S 80° 04' 20" E 190.89 feet, to a cotton picker spindle set, S 64° 54' 02" E 110.47 feet, to a cotton picker spindle set, S 62° 29' 10" E 127.83 feet, to a cotton picker spindle set, and S 72° 04' 23" E 89.06 feet, to a cotton picker spindle set in the center of an unnamed branch, for the Northeast corner of this tract;

THENCE, with the approximate center of said unnamed branch, as follows, S 20° 56' 21" W 114.80 feet, to a point, S 01° 25' 56" W 153.18 feet, to a point, S 21° 24' 47" E 209.72 feet, to a point, S 06° 40' 42" W 265.56 feet, crossing a pond, to a point, and S 09° 32' 31" W 112.45 feet, to a point in the approximate center of Gum Branch, from which a reference ½ iron rod set bears, N 71° 20' 51" W 20.00 feet, for the Southeast corner of this tract;

THENCE, N 71° 20' 51" W 753.20 feet, to a ½ inch iron rod set in a fence, in the East line of Hamilton County Road, and the West line of said 413.94 acre tract, for the Southwest corner of this tract;

THENCE, N 17° 59' 03" E 794.40 feet, with a fence, along the East line of Hamilton County Road Number 210, and the West line of said 413.94 acre tract, to the point of beginning in and containing 11.70 acres of land.

#### Tract 9:

Being 36.22 acres of land, situated in Hamilton County, Texas, out of the G. POE SURVEY, ABSTRACT NUMBER 655, and being out of 413.94 acre tract of land that is described in a deed from Ramon Haile, et ux, to Brian Haile and Brandon Haile, recorded in Volume 580 at Page 680, Deed Records of Hamilton County, Texas, and further described as follows;

BEGINNING, at a point in a cattle guard, the East line of said 413.94 acre tract, and being in the West line of a 202.51 acre tract of land that is described in a deed to Zachary Michael Watson and Kelsey Elise Watson, recorded in Volume 582 at Page 427, said Deed Records, and being in the East end of a 15 foot wide Roadway Easement, Tract Two, that is described in said Volume

582 at Page 427, from which a reference 3 inch pipe post bears, S 19° 17' 02" W 7.32 feet, and from which the Southeast corner of said 413.94 acre tract bears, S 18° 13' 45" W 4706.53 feet, for the Northeast corner of this tract;

THENCE, S 18° 03' 16" W 606.75 feet, with a fence, along the East line of said 413.94 acre tract and the West line of said 202.51 acre tract, to a 3/8 inch iron rod found at the Southwest corner of said 202.51 acre tract, and the Northwest corner of a 238 acre Tract Two, that is described in a deed to Linda Garner Harper, recorded in Volume 450 at Page 36, said Deed Records, for a corner of this tract;

THENCE, S 18° 15' 18" W 1149.39 feet, with a fence, along the East line of said 413.94 acre tract, and the West line of said 238 acre tract, to a ½ inch iron rod set in the center of Gum Branch, for the Southeast corner of this tract;

THENCE, with the approximate center of Gum Branch, as follows, N 30° 42' 17" W 108.45 feet, to a point, N 60° 12' 38" W 116.77 feet, to a point, N 86° 59' 31" W 71.48 feet, to a point, N 58° 55' 19" W 106.99 feet, to a point, N 29° 55' 53" W 136.67 feet, to a point, N 22° 14' 57" W 113.75 feet, to a point, N 51° 14' 43" W 225.51 feet, to a point, N 18° 48' 29" W 115.54 feet, to a point, N 15° 18' 16" E 117.56 feet, to a point, N 01° 59' 39" W 137.45 feet, to a point, N 29° 18' 00" E 123.24 feet, to a point, N 02° 16' 40" E 44.81 feet, to a point, N 19° 38' 44" W 91.81 feet, to a point, N 61° 57' 18" W 44.09 feet, to a point, and N 55° 51' 50" W 81.77 feet, to a point at the intersection of Gum Branch, and an unnamed branch, from which a reference ½ inch iron rod set bears, N 80° 01' 25" W 20.00 feet, for a corner of this tract;

THENCE, with the approximate center of said unnamed branch, as follows, N 09° 32' 31" E 112.45 feet, to a point, N 06° 40' 42" E 265.56 feet, crossing a pond, to a point, N 21° 24' 47" W 209.72 feet, to a point, N 01° 25' 56" E 153.18 feet, to a point, and N 20° 56' 21" E 114.80 feet, to a cotton picker spindle set in the center of an existing roadway, and being in the center of said 15 foot wide Easement, and being in the center of a 60 foot wide Roadway Easement, surveyed this day, for the Northwest corner of this tract;

THENCE, with the center of an existing road, and the center of said 15 foot wide Easement, as follows, S 74° 29' 18" E 171.23 feet, to a cotton picker spindle set at the East end of said 60 foot wide Roadway Easement, S 68° 54' 16" E 435.97 feet, to a cotton picker spindle set, S 71° 22' 00" E 466.27 feet, to a cotton picker spindle set, and S 76° 25' 07" E 215.95 feet, to the point of beginning and containing 36.22 acres of land.

Tract 10:

Being 11.53 acres of land, situated in Hamilton County, Texas, out of the G. POE SURVEY, ABSTRACT NUMBER 655, and being out of 413.94 acre tract of land that is described in a deed from Ramon Haile, et ux, to Brian Haile and Brandon Haile, recorded in Volume 580 at Page 680, Deed Records of Hamilton County, Texas, and further described as follows;

BEGINNING, at a ½ inch iron rod set, in the East line of Hamilton County Road Number 210, and the West line of said 413.94 acre tract, from which the Southeast corner of said 413.94 acre tract bears, S 00° 07' 06" W 5805.59 feet, for the Northwest corner of this tract;

THENCE, S 72° 50' 30" E 667.20 feet, to a ½ inch iron rod set, for the Northeast corner of this tract;

THENCE, S 02° 03' 06" E 154.42 feet, to a ½ inch iron rod set, S 50° 20' 21" W 84.65 feet, to a ½ inch iron rod set, and N 74° 00' 40" W 105.90 feet, to a point in the center of an unnamed branch from which a reference ½ inch iron rod set bears, S 74° 00' 40" E 15.00 feet, for a corner of this tract;

THENCE, with the approximate center of said unnamed branch, as follows, S 02° 17' 13" E 246.53 feet, to a point, S 36° 08' 53" W 208.90 feet, to a point, and S 41° 35' 18" W 189.64 feet, to cotton picker spindle set in the center of an existing roadway, and being in the center of a 15 foot wide Roadway Easement, described in Volume 582 at Page 427, said Deed Records, and being in a 60 foot wide Roadway Easement, surveyed this day, for the Southeast corner of this tract;

THENCE, with the center of said Roadway, as follows, N 72° 04' 23" W 89.06 feet, to a cotton picker spindle set, N 62° 29' 10" W 127.83 feet, to a cotton picker spindle set, N 64° 54' 02" W 110.47 feet, to a cotton picker spindle set, and N 80° 04' 20" W 190.89 feet, to a cotton picker spindle set in the West end of said Roadway Easement, and being in the East line of Hamilton County Road Number 210, for the Southwest corner of this tract;

THENCE, with a fence, along the East line of Hamilton County Road Number 210, and the West line of said 413.94 acre tract, as follows, N 17° 59' 03" E 726.11 feet, to a 3/8 inch iron rod found, and N 18° 19' 52" E 80.06 feet, to the point of beginning and containing 11.53 acres of land.

Tract 11:

Being 22.80 acres of land, situated in Hamilton County, Texas, out of the G. POE SURVEY, ABSTRACT NUMBER 655, and being out of 413.94 acre tract of land that is described in a deed from Ramon Haile, et ux, to Brian Haile and Brandon Haile, recorded in Volume 580 at Page 680, Deed Records of Hamilton County, Texas, and further described as follows;

BEGINNING, at a ½ inch iron rod set, in a fence, in the East line of said 413.94 acre tract, and being in the West line of a 202.51 acre tract of land that is described in a deed to Zachary Michael Watson and Kelsey Elise Watson, recorded in Volume 582 at Page 427, said Deed Records, from which the Southeast corner of said 413.94 acre tract bears, S 18° 12' 09" W 5551.65 feet, for the Northeast corner of this tract;

THENCE, S 18° 03' 16" W 845.12 feet, with a fence, along the East line of said 413.94 acre tract, and the West line of said 202.51 acre tract, to a point in the center of a 15 foot Easement, Tract Two, that is described in said Volume 582 at Page 427, from which a reference 3 inch pipe post found bears S 19° 17' 02" W 7.32 feet, for the Southeast corner of this tract;

THENCE, with the center of an existing roadway, and the center of said 15 foot wide Easement, as follows, N 76° 25' 07" W 215.95 feet, to a cotton picker spindle set, N 71° 22' 00" W 466.27 feet, to a cotton picker spindle set, N 68° 54' 16" W 435.97 feet, to a cotton picker spindle set, and N 74° 29' 18" W 171.23 feet, to a cotton picker spindle set in the center of an unnamed branch, and being in the center of a 60 foot wide Roadway Easement, surveyed this day, for the Southwest corner of this tract;

THENCE, with the approximate center of said unnamed branch, as follows, N 41° 35' 18" E 189.64 feet, to a point, N 36° 08' 53" E 208.90 feet, to a point, and N 02° 17' 13" W 246.53 feet, to a point, from which a reference ½ inch iron rod set bears, S 74° 00' 40" E 15.00 feet, for a corner of this tract

THENCE, S 74° 00' 40" E 105.90 feet, to a ½ inch iron rod set, N 50° 20' 21" E 84.65 feet, to a ½ inch iron rod set, and N 02° 03' 06" W 154.42 feet, to a ½ inch iron rod set, for the Northwest corner of this tract;

THENCE, S 72° 50' 30" E 1135.24 feet, to the point of beginning and containing 22.80 acres of land.

Easement Property: Being the centerline of a 60 foot wide Roadway Easement, situated in Hamilton County, Texas, out of the G. POE SURVEY, ABSTRACT NUMBER 655, and being out of 413.94 acre tract of land that is described in a deed from Ramon Haile, et ux, to Brian Haile and Brandon Haile, recorded in Volume 580 at Page 680, Deed Records of Hamilton County, Texas, and further described as follows;

BEGINNING, at a cotton picker spindle set in the East line of Hamilton County Road Number 210, and being in the West line of said 413.94 acre tract, and being in the center of a 15 foot wide Roadway Easement, recorded in Volume 582 at Page 427, from which the Southeast corner of said 413.94 acre tract bears, S 02° 41' 50" E 5044.55 feet, for the West end of this Easement;

THENCE, with the center of an existing Roadway, as follows, S 80° 04' 20" E 190.89 feet, to a cotton picker spindle set, S 64° 54' 02" E 110.47 feet, to a cotton picker spindle set, S 62° 29'

10" E 127.83 feet, to a cotton picker spindle set, S 72° 04' 23" E 89.06 feet, to a cotton picker spindle set at the Northwest corner of a 36.22 acre, Tract 9, and the Southwest corner of a 22.80 acre, Tract 8, surveyed this day, and S 72° 29' 18" E 171.23 feet, to a cotton picker spindle set, for the East end of this Easement.

Easement Purpose: For providing free and uninterrupted pedestrian and vehicular ingress to and egress to and from the Dominant Estate Property, to and from Hamilton County Road No. 210, along with the non-exclusive right for installation, construction, operation, maintenance, replacement, repair, upgrade and/or removal of subsurface water lines, electric lines, sewer lines, cable lines, fiber optic lines, communications lines, pipelines, utility lines and other related equipment.

Consideration: Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor.

Reservation and Exceptions to Conveyance and Warranty: Easements, rights-of-way and prescriptive rights, whether of record or not; all presently recorded restrictions, reservations, covenants, conditions, oil & gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property; rights of adjoining owners in any walls and fences situated on a common boundary; discrepancies, conflicts, shortages in area or boundary lines; and encroachments or overlapping of improvements and any portion of subject property lying within a flood zone.

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 and for the benefit of the Dominant Estate Property, together with all and singular the rights and appurtenances thereto in any way belonging (collectively, the "Easement"), to have and to hold the Easement 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 thereof, 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 and runs with 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 the Dominant Estate Property or 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.* Grantor reserves for Grantor and Grantor's heirs, successors, and assigns the right to continue to use and enjoy the surface of the Easement Property for all purposes that do not interfere with or interrupt the use or enjoyment of the Easement by Holder for the Easement Purposes. Grantor reserves for Grantor and Grantor's heirs, successors, and assigns the right to use all or part of the Easement in conjunction with Holder and the right to convey to others the right to use all or part of the Easement in conjunction with Holder, as long as such further conveyance is subject to the terms of this agreement and the other users agree to bear a proportionate part of the costs of improving and maintaining the Easement.

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 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 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 a road with all culverts, bridges, drainage ditches, sewer facilities, and similar or related utilities and facilities under or across any portion of the Easement Property (collectively, the "Road Improvements"). All matters concerning the configuration, construction, installation, maintenance, replacement, and removal of the Road Improvements 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 Road Improvements or for the road to continue onto other lands or easements owned by Holder and adjacent to the Easement Property, subject to replacement of the fences to their original condition on the completion of the work. On written request by Holder, the owners of the Easement Property will execute or join in the execution of easements for sewer, drainage, or utility facilities under or across the Easement Property.

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. *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 in this agreement and any exhibits.

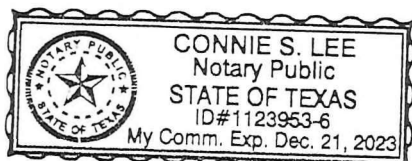
16. *Legal Construction.* If any provision in this agreement is unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof, and this agreement will be construed as if the unenforceable 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.

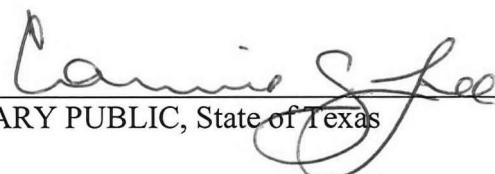
17. *Notices.* Any notice required or permitted under this agreement must be in writing. Any notice required by this agreement will be deemed to be given (whether received or not) the earlier of receipt or three business days after being deposited with the United States Postal Service, postage prepaid, 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.

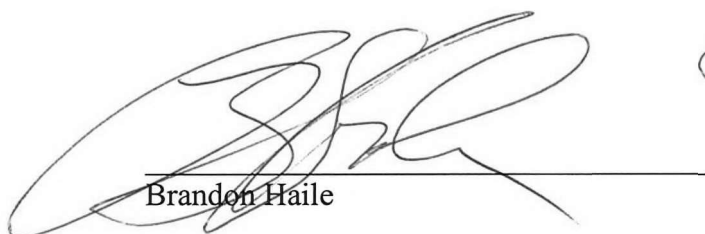
  
Brian Haile

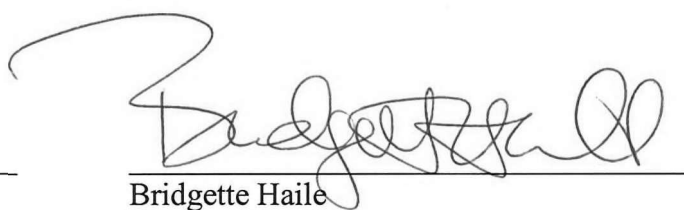
STATE OF TEXAS  
COUNTY OF HAMILTON

This instrument was acknowledged before me on the 22<sup>nd</sup> day of June, 2021, by Brian Haile, a single man.



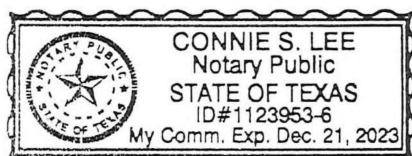
  
NOTARY PUBLIC, State of Texas

  
Brandon Haile

  
Bridgette Haile

STATE OF TEXAS  
COUNTY OF HAMILTON

This instrument was acknowledged before me on the 22<sup>nd</sup> day of June, 2021, by Brandon Haile, and wife Bridgette Haile.



  
NOTARY PUBLIC, State of Texas

After recording, please return to:  
Hamilton County Abstract Company  
107 S. Rice  
Hamilton, TX 76531  
Phone: 254-386-5505

Prepared in the Office of:  
McMullen & Henkes, Lawyers  
100 W. Main, P.O. Box 706  
Hamilton, Texas 76531  
Phone: 254-386-8191 Include

# FILED and RECORDED

Instrument Number: 20211553 B: RP V: 586 P: 795

Filing and Recording Date: 06/22/2021 12:41:55 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.