



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.

EASEMENT AGREEMENT FOR RECIPROCAL ACCESS

Date: Executed on the dates of acknowledgment, but effective the 18th day of Oct, 2016

First Party: TOM GREEN COUNTY, TEXAS, a legal and political subdivision of the State of Texas

First Party's Address: 122 West Harris Avenue
San Angelo, Texas 76903

Second Party: LEECO ENERGY & INVESTMENTS, INC, a Texas corporation

Second Party's Address: 3501 Billy Hext Road
Odessa, Texas 79765

First Party's Property:

Being an area of 0.213 acre of land out of Lot 1, Block 1, Wal-Mart North Addition, City of San Angelo, Tom Green County, Texas, being more fully described by metes and bounds in Exhibit "A" attached hereto and made a part hereof.

Second Party's Property:

THE SURFACE ESTATE ONLY IN AND TO Lot 1A, block 1, First Replat in Lot 1, Block 1, Wal-Mart North Addition, City of San Angelo, Tom Green County, Texas, as per plat recorded in Plat Cabinet G, Slide 237, Plat Records of Tom Green County, Texas.

Easement Purpose: For providing free and uninterrupted pedestrian and vehicular ingress to, egress from, and access across and between First Party's Property and Second Party's Property and portions thereof and to provide vehicular parking for employees, customers, clients, contractors and other invitees of First Party and Second Party.

Consideration: The sum of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties.

Reservations from Conveyance of First Party's Property: None.

Exceptions to Warranty of First Party's Property: Easements, restrictions, outstanding mineral interests, and other matters of record affecting First Party's Property.

Reservations from Conveyance of Second Party's Property: None.

Exceptions to Warranty of Second Party's Property: Easements, restrictions, outstanding mineral interests, and other matters of record affecting Second Party's Property.

Grants of Easements:

First Party, for the Consideration and subject to the Reservations from Conveyance of First Party's Property and Exceptions to Warranty of First Party's Property, grants, sells, and conveys to Second Party and Second Party's successors and assigns an easement to, over, and across First Party's Property for the Easement Purpose and for the benefit of all or any portion of Second Party's Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold the easement, rights, and appurtenances to Second Party and Second Party's successors and assigns forever. First Party binds First Party and First Party's successors and assigns to warrant and forever defend the title to the easement, rights, and appurtenances in Second Party and Second Party's successors and assigns against every person whomsoever lawfully claiming or to claim the easement, rights, or appurtenances, or any part thereof, except as to the Reservations from Conveyance of First Party's Property and Exceptions to Warranty of First Party's Property, to the extent that such claim arises by, through, or under First Party but not otherwise.

Second Party, for the Consideration and subject to the Reservations from Conveyance of Second Party's Property and Exceptions to Warranty of Second Party's Property, grants, sells, and conveys to First Party and First Party's successors and assigns an easement to, over, and across Second Party's Property for the Easement Purpose and for the benefit of all or any portion of First Party's Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold the easement, rights, and appurtenances to First Party and First Party's successors and assigns forever. Second Party binds Second Party and Second Party's successors and assigns to warrant and forever defend the title to the easement, rights, and appurtenances in First Party and First Party's successors and assigns against every person whomsoever lawfully claiming or to claim the easement, rights, or appurtenances, or any part thereof, except as to the Reservations from Conveyance of Second Party's Property and Exceptions to Warranty of Second Party's Property, to the extent that such claim arises by, through, or under Second Party but not otherwise.

The easements, rights, and appurtenances hereby granted by and between First Party and Second Party are referred to herein as the "Easements." First Party's Property and Second Party's Property are sometimes referred to herein collectively as the "Properties." First Party and Second Party are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

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

1. *Character of Easements.* The Easements are appurtenant to and run with the Properties, and portions thereof, whether or not the Easements are referenced or described in any conveyance of the Properties, or any portion thereof. The Easements are for the benefit of the Parties and the successors and assigns of the Parties who at any time own the Properties or any interest therein (as applicable, the "Holders").

2. *Duration of Easements.* The duration of the Easement is perpetual; provided, however, if First Party or First Party's successors or assigns decide to build improvements on First Party's Property that unreasonably interfere with or interrupt the use of the Easement by Second Party, then the Parties agree that First Party or First Party's successors or assigns may substitute other property which can reasonably be used by Second Party for the Easement Purpose provided herein so long as the substituted property is adjacent to Second Party's Property. In such event, the Parties agree to execute an amendment to this Easement Agreement which releases First Party's Property from the terms of this Easement and substitutes other property owned by First Party to be used by Second Party for the Easement Purpose.

3. *Nonexclusiveness of Easements.* The Easements are nonexclusive, and each of the Parties reserves for itself and its successors and assigns the right to use all or part of the Easements in conjunction with any other Holder and the right to convey to others the right to use all or part of the Easements in conjunction with the Holders, as long as such further conveyance is subject to the terms of this agreement.

4. *Use and Location of Easements.* The Parties and other Holders will be entitled to exercise direct access to and between the Properties without interference except as set forth in this agreement and to use all access areas, driveways, and parking lots located on any portion of the Properties in exercising the Easements. A Holder may erect curbs or other barriers to traffic between the Properties owned by that Holder and adjacent portions of the Properties, including but not limited to differences in grade levels, only to the extent that such curbs or other barriers will not unreasonably interfere with or restrict direct access to and between the Properties by the Holders of other portions of the Properties and their employees, customers, and other invitees. A Holder may erect buildings and other improvements on the portion of the Properties owned by that Holder only to the extent that the buildings and other improvements will not unreasonably interfere with the use of and access to the access areas, driveways, and parking lots on such portion of the Properties by the other Holders and their employees, customers, and other invitees. The Parties acknowledge that Second Party will be constructing improvements on Second Party's Property not to exceed 10,000 square feet total.

5. *Maintenance of Easement Property.* All access ways, driveways, and parking lots located on the Properties must be maintained at a level of appearance and utility consistent with the highest industry standards then prevailing for similarly used properties in the market in which the Properties are located. Each Holder will be solely responsible for the costs of maintaining the access ways, driveways, and parking lots located on that Holder's Properties. If a Holder does not perform the required maintenance then any other Holder, after giving the nonperforming Holder thirty days' written notice, will have the right to perform the maintenance and receive reimbursement from the nonperforming Holder. Reimbursement will be payable on demand and include the costs of the

maintenance, plus interest at the highest rate permitted by law (or if no maximum rate is prescribed by law, at the rate of 18 percent per year).

6. *Rights Reserved.* Each Party reserves for that Party and that Party's successors and assigns the right to continue to use and enjoy the surface of the Properties for all purposes that do not unreasonably interfere with or interrupt the use or enjoyment of the Easements.

7. *Equitable Rights of Enforcement.* These Easements 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 benefitted 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.

8. *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.

9. *Binding Effect.* This agreement binds and inures to the benefit of the Parties and their respective successors and permitted assigns.

10. *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 other jurisdiction. Venue is in the county or counties in which the Properties are located.

11. *Counterparts.* This agreement may be executed in any number of counterparts with the same effect as if all signatory Parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

12. *Waiver of Default.* It is not a waiver of or consent to default if the nondefaulting Party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this agreement does not preclude pursuit of other remedies in this agreement or provided by law.

13. *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.

14. *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. Each Party agrees to indemnify, defend and hold harmless the other Party against any suits, liabilities, claims, demands or damages, including but not limited to personal injuries, property damage and attorney's fees arising from each Party's exercise

of the easement rights granted by this instrument (including that resulting from the use of the easement by each Party's lessees, licensees, employees, agents, contractors, invitees or any person with the consent of either Party).

15. *Entire Agreement.* This agreement and any exhibits are the entire agreement of the Parties concerning the Properties and the reciprocal Easements granted by the Parties. There are no representations, agreements, warranties, or promises, and neither Party is relying on any statements or representations of any agent of the other Party, that are not in this agreement and any exhibits.

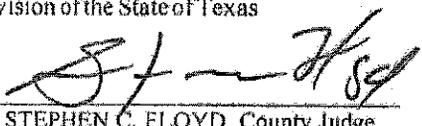
16. *Legal Construction.* If any provision in this agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the Parties, the unenforceability will not affect any other provision hereof, and this agreement will be construed as if the 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. Article and section headings in this agreement are for reference only and are not intended to restrict or define the text of any section. 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 delivered (whether actually received or not) when 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, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

18. *Recitals.* Any recitals in this agreement are represented by the Parties to be accurate, and constitute a part of the substantive agreement.

19. *Time.* Time is of the essence. Unless otherwise specified, all references to "days" mean calendar days. Business days exclude Saturdays, Sundays, and legal public holidays. If the date for performance of any obligation falls on a Saturday, Sunday, or legal public holiday, the date for performance will be the next following regular business day.

TOM GREEN COUNTY, TEXAS, a legal and political
subdivision of the State of Texas

By: 

STEPHEN C. FLOYD, County Judge

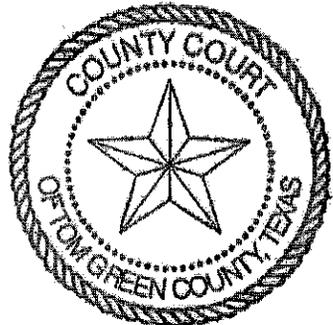
LEECO ENERGY & INVESTMENTS, INC.

By: *Larry Lee*
LARRY LEE, President

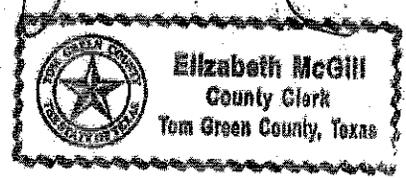
STATE OF TEXAS §

COUNTY OF TOM GREEN §

This instrument was acknowledged before me on this 18 day of October, 2016, by STEPHEN C. FLOYD, as County Judge of Tom Green County, Texas, a legal and political subdivision of the State of Texas, on behalf of Tom Green County, Texas.



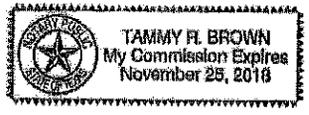
Elizabeth McGill
Notary Public, State of Texas



STATE OF TEXAS §

COUNTY OF Ector §

This instrument was acknowledged before me on this 9th day of August, 2016, by LARRY LEE, as President of LEECO ENERGY & INVESTMENTS, INC., a Texas corporation, on behalf of said corporation.



Tammy F. Brown
Notary Public, State of Texas

EXHIBIT "A"
FIELD NOTES

0.213 Acre – 25' Ingress/Egress Access Easement

July 25, 2016
Project 11865

Being an area of 0.213 acre of land out of the Remainder of Lot 1, Block 1, Wal-Mart North Addition, City of San Angelo, Tom Green County, Texas as per plat recorded in Volume 87, Page 567, Official Public Records of Real Property of Tom Green County, Texas and said 0.213 acre tract being more particularly described by metes and bounds as follows:

Beginning at a found pk nail with washer for the most South corner of this tract being the most East corner of Lot 1A, Block 1, First Replat in Lot 1, Block 1, Wal-Mart North Addition as per plat recorded in Cabinet G, Slide 237, Plat Records of Tom Green County, Texas;

Thence along the Northeast line of said Lot 1A, Block 1 and Southwest Line of this tract, N. 50°45'42" W. 73.21 feet to a point;

Thence along the Northeast line of said Lot 1A, Block 1 and Southwest Line of this tract, N. 49°55'46" W. @219.77 feet passing a found 60D nail for the North corner of said Lot 1A, Block 1, continuing a total distance of 298.45 feet to a set pk nail with shiner for the West corner of this tract;

Thence along the Northwest line of this tract and through said Remainder of Lot 1, Block 1, N. 41°14'04" E. 25.01 feet to set pk nail with shiner for the North corner of this tract;

Thence along the Northeast line of this tract and through said Remainder of Lot 1, Block 1, S. 49°55'45" E. 297.76 feet to point;

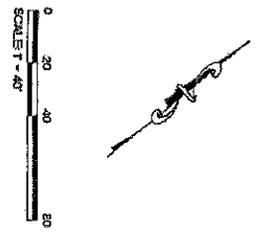
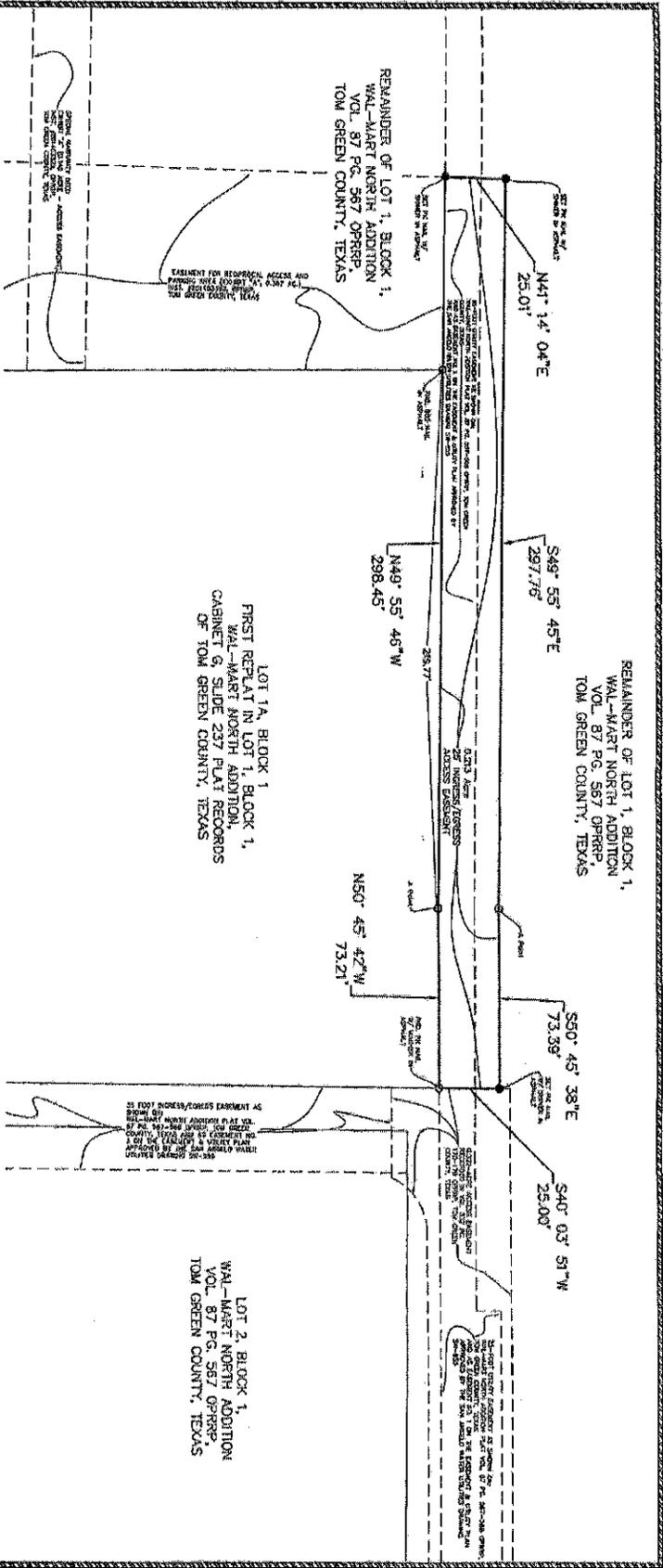
Thence along the Northeast line of this tract and through said Remainder of Lot 1, Block 1, S. 50°45'38" E. 73.39 feet to a set pk nail with shiner for the East corner of this tract;

Thence along the Southeast line of this tract and through said Remainder of Lot 1, Block 1, S. 40°03'51" W. 25.00 feet to the Place of Beginning of this tract and containing an area of 0.213 acre of land.

See Attached Plat of this Survey.




Don Orel Seals,
Registered Professional Land Surveyor, Number 6446
Bleyl and Associates, TBPLS Firm Branch No. 10194103



Don Oral Seals
 Registered Professional Land Surveyor
 Number 6446

CERTIFICATION OF SURVEYOR:
 STATE OF TEXAS
 COUNTY OF TOM GREEN

That I, Don Oral Seals, a Registered Professional Land Surveyor, do hereby certify that I am the author of this plat from an actual on the ground survey of this land, conducted on 5/25/2016 and that the corner monuments shown hereon, were found or set under my supervision in accordance with the standards of practice.

SURVEYOR'S NOTES

1. ALL SURVEY STATION MONUMENTS ARE SET ON PINE NEALTA IN LOT 1, BLOCK 1, WAL-MART NORTH ADDITION, SAN ANGELO, TOM GREEN COUNTY, TEXAS, SURVEYED AND STATIONED HEREON.
2. THIS SURVEY WAS EQUIPPED WITH A TOTAL STATION AND IS NOT SUBJECT TO THE PROVISIONS OF THE SURVEYING ACT AND IS NOT LIMITED BY THE PROVISIONS OF THE SURVEYING ACT. THE SURVEYOR'S NOTES AND/OR EXPLANATIONS MAY BE SUBJECT TO THE PROVISIONS OF THE SURVEYING ACT.

ACCESS EASEMENT SURVEY FOR
 WAL-MART NORTH ADDITION
 VOL. 87 PG. 587 OP. 103
 SAN ANGELO, TOM GREEN COUNTY, TEXAS

Bievl & Associates
 Planning • Engineering • Management
 Texas Firm Registration No. 678
 T.S. P.L.S. FIRM BRANCH NO. 10184103
 PROJECT # 11695

SAN ANGELO OFFICE:
 318 W. HIGHLAND
 SAN ANGELO, TEXAS 76905
 (325) 782-4082 PHONE
 (325) 480-0451 FAX

CERTIFIED FILED AND RECORDED
OFFICIAL PUBLIC RECORDS



Elizabeth McGill

Elizabeth McGill County Clerk
Tom Green County Texas
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