

19604

GRANT OF EASEMENT

STATE OF TEXAS )

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TAYLOR )

That we, the undersigned, **BILL F. LAIL and wife HELEN LAIL** whose address is 502 CR 194, Ovalo, Texas 79541, herein-after called Grantors, in consideration of the sum of \$10.00, and other good and valuable consideration, receipt of which is acknowledged, do hereby Grant, Sell, and Convey unto **MARK LOU FRANK**, Grantee, whose address is Route 2, Box 162, Cushing, MN, an easement and right-of-way upon and across the following described property of the Grantors:

The West one-half of Section 138, Block 64, H&TC RR Co. Survey, Taylor County, Texas.

Location of Easement

The easement and right-of-way hereby granted shall be twenty-five feet in width and shall be in a general North-South direction across the East side of the West one-half of said Section 138, with the exact location of the centerline of said easement being set out and described on Exhibit A attached hereto

Character of Easement

This instrument grants an easement appurtenant to the dominant tenement. The dominant tenement is the following described property of the Grantee: Section 141, Block 64, H&TC RR Co. Survey, Taylor County, Texas.

Purpose of Easement

The right of way, easement, rights, and privileges herein granted shall be used only for the purpose of providing live-stock, horse, pedestrian and vehicular ingress and egress between County Road 194 lying South of said Section 138 and said Section 141, Block 64, H&TC RR Co. Survey, Taylor County, Texas, the property of Grantee.

Duration of Easement

The easement, rights, and privileges herein granted shall be perpetual. Grantors hereby bind themselves, their heirs, successors, and assigns, to warrant and forever defend the above described easement and rights unto Grantee, his heirs, successors, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, subject, however, to the provisions of the paragraph below entitled "Nonexclusiveness of Easement."

Nonexclusiveness of Easement

The easement, rights and privileges granted by this conveyance are nonexclusive and subject to all easements, rights of way, mineral rights and other rights now or hereafter outstanding in third parties, and Grantors, for themselves, their heirs,

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successors and assigns, reserve and retain the right to convey similar rights and easements covering all or portions of the same route to such other persons as may be desired. In this connection, it is understood by Grantee that a portion of the easement granted hereby is along the same route as existing easements previously granted (a) to Elm Creek Water Control District dated March 11, 1992, as recorded in Vol. 1839, page 805, Official Public Records, Taylor County, Texas, and (b) to Richard Griffith and Affiliated Supply, Inc., as shown of record in the Official Records of Taylor County, Texas, and (c) to one or more other parties by separate grant or grants of easement, as shown of record in the Official Records of said County.

#### Rights Reserved

Grantors retain, reserve, and shall continue to enjoy for themselves, their heirs, successors and assigns the use of the surface of the easement area described in this Grant for any and all purposes which do not interfere with and prevent the use by Grantee, his heirs, successors and assigns, of the said easement. Grantors also retain and reserve for themselves, their heirs, successors, and assigns, the right to place gates at any point or points along the easement hereby granted provided however, that Grantee, his heirs, successors and assigns shall always have the right to use said gates.

#### Indemnity

Grantee agrees for himself, his heirs, successors and assigns, to indemnify and hold harmless Grantors and the holders of all other easements granted across said Sections by Grantors, their heirs, successors and assigns, including those existing at this time and all granted hereafter, and all persons and companies using such easements under the authority of such easements, from and against any suits, liabilities, claims and demands for personal injury or property damage or for any other thing arising out of the use or maintenance by Grantee, his heirs, successors and assigns, or the use or maintenance by the agents, employees, invitees, or guests of Grantee, his heirs, successors and assigns of the easement and rights granted hereby or the negligence of any of them in such use or maintenance; and Grantee further agrees for himself, his heirs, successors and assigns, that he and they shall maintain the easement granted hereby for the purposes set out herein.

#### Amendment

Any subsequent amendment or modification to this Agreement must be in writing and agreed to by all parties.

#### Binding Effect

This Agreement shall bind and inure to the benefit of the respective parties, their personal representatives, heirs, successors, and assigns, perpetually.

#### Acceptance by Grantees

Grantee, for himself, his heirs and assigns, accepts the easement on such conditions and agree to be bound by them.

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IN WITNESS WHEREOF, this instrument is executed on the  
dates set forth in the acknowledgments below, effective on the  
\_\_ day of December, 1997. Grantee executes the document to  
evidence his agreement to the terms and provisions hereof.

Bill F. Lail  
BILL F. LAIL  
Helen Lail  
HELEN LAIL

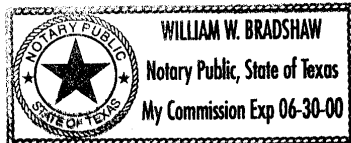
Mark Lou Frank  
MARK LOU FRANK

GRANTORS

GRANTEE

STATE OF TEXAS )  
COUNTY OF TAYLOR )

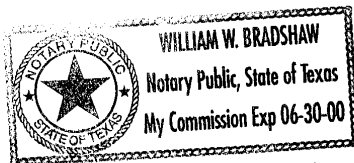
This instrument was acknowledged before me on the 12 day of  
December, 1997, by Bill F. Lail and Helen Lail.



[Signature]  
Notary Public, State of Texas  
My commission expires: \_\_\_\_\_  
Notary's printed name: \_\_\_\_\_

STATE OF TEXAS )  
COUNTY OF TAYLOR )

This instrument was acknowledged before me on the 12 day of  
December, 1997, by Mark Lou Frank.



[Signature]  
Notary Public, State of Texas  
My commission expires: \_\_\_\_\_  
Notary's printed name: \_\_\_\_\_

RETURN TO:

Jack Yates, Attorney at Law  
Suite 318, 3300 South 14th  
Abilene, Texas 79605

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BEGINNING at a point in the South line of the West half of Section 138 from whence the Southeast corner of said half section bears East a distance of 239.03 feet.

THENCE N 3 degrees 12'08" E a distance of 362.53 feet to a point;  
THENCE N 0 degrees 26'38" E a distance of 278.85 feet to a point;  
THENCE N 4 degrees 01'47" E a distance of 256.86 feet to a point;  
THENCE N 5 degrees 22'32" E a distance of 548.32 feet to a point;  
THENCE N 7 degrees 02'39" E a distance of 598.14 feet to a point;  
THENCE N 4 degrees 19'39" E a distance of 82.16 feet to a point;  
THENCE N 1 degree 53'53" E a distance of 625.88 feet to a point;  
THENCE N 0 degrees 03'47" W a distance of 118.19 feet to a point;  
THENCE N 1 degree 54'50" W a distance of 75.15 feet to a point;  
THENCE N 5 degrees 07'26" W a distance of 436.90 feet to a point;  
THENCE N 3 degrees 59'49" E a distance of 200.71 feet to a point;  
THENCE N 0 degrees 48'22" W a distance of 1228.71 feet to a point  
in the North Boundary Line of Section 138, which is also the South  
Boundary Line of Section 141.

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EXHIBIT A

19604

FILED FOR RECORD  
AT 1215 O'CLOCK P  
ON THE 12 DAY OF DEC  
A.D. 19 97

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE,  
RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY  
BECAUSE OF COLOR OR RACE IS INVALID AND UNENFOR-  
CIBLE UNDER FEDERAL LAW.



STATE OF TEXAS } OFFICIAL PUBLIC  
COUNTY OF TAYLOR } RECORD

I hereby certify that this instrument was FILED  
on the date and at the time stamped hereon by  
me and was duly RECORDED in the Volume  
and Page of the named RECORDS of Taylor  
County, Texas, as stamped hereon by me.

*Denise Dyne*  
COUNTY CLERK, TAYLOR COUNTY, TEXAS

BY *CF* DEPUTY 951  
*CB&B*

*Denise Dyne*  
COUNTY CLERK  
TAYLOR COUNTY, TEXAS

*Jack Yates*  
*3308 South 14th Ste. 318*

*79605*