

EASEMENT AGREEMENT 2600

THIS INDENTURE, made and executed this 30 day of Jan., 1981 by and between Clarence A. Wieland and Helen Wieland, his wife, residents of the County of Travis, State of Texas, (hereinafter called the "Grantors"), and Robert W. Smith and Olga S. Smith, his wife, residents of County of Travis, State of Texas, (hereinafter called "Grantees").

## WITNESSETH THAT:

1. For and in consideration of the sum of One Dollar (\$1.00) in hand paid by the Grantees to the Grantors, the receipt whereof the Grantors hereby acknowledge, the Grantors do hereby grant and convey unto the Grantees, their heirs, executors, administrators and assigns, the right, privilege, and authority to enter upon, construct, operate and maintain a dam and lake or pond in, over and upon the following described land:

See Exhibit "C" attached

2. The Grantees agree to construct, maintain, operate, inspect, replace, repair and patrol said dam and lake or pond in a good and workmanlike manner, and to save the Grantors, their heirs and assigns, harmless from any damage, loss, cost or expense arising from the construction, maintenance, operation, inspection, replacement, repairing or patrolling of such dam and lake or pond, and the fixtures and appliances used in connection therewith.

3. All property of any kind whatsoever placed by or utilized by the Grantees upon, over, under, or in said dam and lake or pond in, upon, over or under the property of the Grantors, whether such property be affixed to the realty or not, shall be and remain the property of the Grantees, and the Grantees shall have the right to move or remove such property any time. This easement shall not pass, nor shall the same be construed to pass, to the Grantees any fee simple interest or title to the above-described land.

4. The Grantees shall have the right to trim or remove such underbrush or vegetable life, including trees, from the above-described land as interferes, or may interfere, with the construction, maintenance or operation of said dam and lake or pond. Provided, however, all merchantable timber which may be cut by virtue of the provisions of this paragraph shall be and remain the property of the Grantors, and the Grantees shall place such timber in an orderly manner upon the lands of the Grantors, adjacent of the right-of-way herein granted.

5. The Grantors do not warrant the title to the aforesaid lands, and the rights, privileges and authority granted herein shall be subject to any easements, rights-of-way, mineral reservations or other rights upon, over, across, or under said lands now outstanding and of record in third persons. This agreement shall in no manner limit the

104

## EASEMENT AGREEMENT (Page 2)

rights of the Grantors, their heirs and assigns, to grant additional rights-of-way of any kind whatsoever across and upon the lands hereinafore described, so long as the same shall not interfere with the rights and privileges herein granted to the Grantees, and the Grantors retain to themselves, their heirs and assigns, the right to use said lands for their own purposes, so long as such use does not interfere with the rights and privileges herein granted to the Grantees.

TO HAVE AND TO HOLD the aforesaid easement of right-of-way unto the Grantees, their heirs, executors, administrators, and assigns, shall continue to use said easement or right-of-way for a dam and lake or pond. If the Grantees fail to commence construction of said dam and lake or pond within 6 months from the date of this Agreement, or in the event the maintenance and operation of such dam and lake or pond shall be abandoned by the Grantees, their heirs, executors, administrators, and assigns, for a period of 10 years after construction thereof, the rights and privileges herein granted shall cease and determine.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names and affixed their seals as of the day and year first above written.

Clarence A. Wieland  
Clarence A. Wieland

Helen Wieland  
Grantors Helen Wieland

Robert W. Smith  
Robert W. Smith

Olga S. Smith  
Grantees Olga S. Smith

EXHIBIT

"C"

FIELD NOTES- PERIMETER DESCRIPTION  
January, 1980

BEING a 24.589 acre Parcel or Tract of land, lying and being situated in Milam County, Texas, a part of the Wiley Harrison Survey, and a part of a tract of land conveyed to James M. Price, of record in Volume 456, Page 61 of the deed records of Milam County, Texas, surveyed at this time to be 99.178 acres, and more fully described as follows:

BEGINNING as a PLACE OF REFERENCE at a point in the South line of said Wiley Harrison Survey, and an iron pipe set beside a corner post, and the S. E. Corner of said 99.178 acre tract 5.35 feet from the S. E. Corner of said Survey located in said road,

THENCE, N 18° 41' 32" W 1,039.44 feet along the fenced East line of said 99.178 acre tract, and West line of said Road, to an iron pipe set, and the S. E. Corner and PLACE OF BEGINNING of this,

THENCE, N 18° 41' 32" W 518.63 feet continuing along the fenced East line of said 99.178 acre tract, and West line of said Road, to an iron pipe set, and the N. E. Corner of this,

THENCE, S 71° W 2,062.23 feet to a point in a fence line, and an iron pipe set, and the N. W. Corner of this,

THENCE, S 18° 01' 03" E 518.69 feet along the fenced West line of said 99.178 acre tract, and West line of this, to an iron pipe set, and the S. W. Corner of this,

THENCE, N 71° E 2,068.35 feet to the PLACE OF BEGINNING and containing 24.589 acres of land.

I, Arlee Roland, do certify that an on the ground survey was made by me in January, 1980, and that the above is correct to the best of my knowledge and belief.

*Arlee Roland*

Arlee Roland, Surveyor  
Registered Civil Engineer  
Texas License No. 14434



106

THE STATE OF TEXAS:

COUNTY OF TRAVIS:

BEFORE ME, the undersigned authority, a Notary Public in and for said State and County, on this day personally appeared Robert W. Smith and wife, Olga S. Smith, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 30th day of January, A. D. 1981.



Dorothy Owens  
Notary Public in and for Travis County, T e x a s

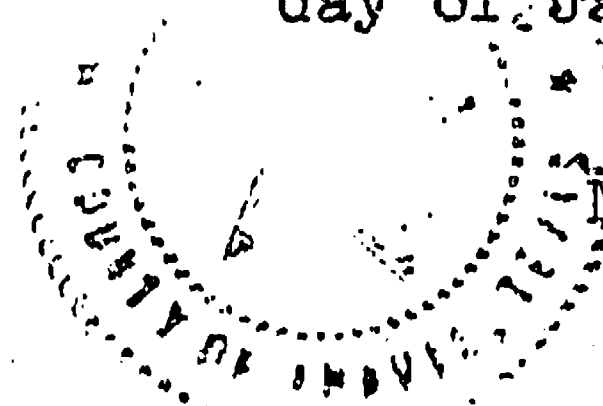
DOROTHY OWENS  
Notary Public, Travis County, Texas  
My Commission Expires 1-31-81

THE STATE OF TEXAS:

COUNTY OF TRAVIS:

BEFORE ME, the undersigned authority, a Notary Public in and for said State and County, on this day personally appeared Clarence A. Wieland and wife, Helen Wieland, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 30th day of January, A. D. 1981.



Dorothy Owens  
Notary Public in and for Travis County, T e x a s

DOROTHY OWENS  
Notary Public, Travis County, Texas  
My Commission Expires 1-31-81

MILAM COUNTY, CAMERON, TEXAS

FILED FOR RECORD 2<sup>30</sup> O'CLOCK P M., 3 DAY OF March  
19 81. RECORDED 1<sup>15</sup> O'CLOCK P M., 4 DAY OF March  
19 81.  
WAYNE B. WIESER, COUNTY CLERK  
BY: Laraine Arfji, DEPUTY