

**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**

This Easement Agreement (the "**Easement Agreement**") is executed by HUGH WARREN REICH and wife CHYRELL A. REICH (together, the "**Grantor**") for the benefit of DEBRA SHORE ("**Grantee**") and subsequent owners of the Shore Tract (as defined below), effective as of the date of execution by the last of the parties hereto.

**RECITALS**

**WHEREAS**, Grantor owns certain land described on Exhibit "A" attached hereto and made a part hereof for all purposes (the "**Reich Tract**"); and

**WHEREAS**, Grantor sold to Grantee the property described on Exhibit "B" attached hereto and made a part hereof for all purposes (the "**Shore Tract**"); and

**WHEREAS**, Grantor also conveyed to Grantee a certain easement recorded in Book 885, Page 644 of the Real Property Records of Shelby County, Texas (the "**Existing Easement**"); and

**WHEREAS**, the Existing Easement provided that the parties could move the easement therein to the south fence line of the Reich Tract; and

**WHEREAS**, Grantor and Grantee have agreed on a new easement location; and

**WHEREAS**, to effectuate such agreement, Grantor desires to grant a new easement to Grantee to give the Shore Tract access to County Road 4670, and to fully extinguish and terminate the Existing Easement.

**NOW, THEREFORE**, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Grant of Access Easement.** Grantor does hereby GRANT, BARGAIN, SELL AND CONVEY, for the benefit of Grantee and the Shore Tract, together with their successors and assigns, a perpetual, non-exclusive access easement for ordinary and unrestricted vehicular and pedestrian ingress, egress and passageway upon, and for the purposes of installing water, electric, and other utilities over and across the real property described on Exhibit "C" attached hereto and made a part hereof for all purposes (the "**Easement Tract**"), to allow for utilities serving the Shore Tract and for vehicular and pedestrian ingress and egress between County Road 4670 (as such road name may change from time to time) and the Shore Tract. The access easement granted in this Paragraph 1 shall be perpetual and non-exclusive, and shall be for the benefit of Shore Tract.

2. **Compliance/Operation of the Easement Tract.** The use of the Easement Tract shall comply with all governmental requirements, laws, rules, regulations, ordinances or permits, whether local, state or federal.

3. **No Obstructions.** Except as otherwise provided for elsewhere in this Easement Agreement, no party shall erect, maintain, place nor leave any obstruction, fence, wall or barricade which would in any way obstruct or hinder the easement granted herein. The parties hereby reserve the right to close off a portion of the Easement Tract for such reasonable period of time as may be reasonably necessary to construct, repair, maintain, or improve the pathway, provided that the owner(s) of the Shore Tract shall at all times have vehicular and pedestrian access from County Road 4670 to the Shore Tract.

4. **Gates.** Grantor shall be permitted to construct and maintain a pad-locked pipe metal gate (hereinafter "Locked Metal Gate") on both ends of the Easement Tract at the boundary lines of the Reich Tract. The Locked Metal Gate shall be of the quality and type approved solely by Grantor, provided that each Locked Metal Gate is no less than 12 feet in length (wide) at each location. Grantee agrees to keep such gate installed by Grantor hereunder closed and locked with a chain and pad-lock at all times except in connection with its immediate entry and exit from the Easement Tract so as to prevent, among other things, the entry onto the Easement Tract and Grantor's remainder property by unauthorized individuals or parties. Grantor and Grantee shall each provide and maintain their own locks on such gate installed by Grantor in such a manner so as to prevent the locking out of the other party.

5. **Covenants Run With the Land.** The easement and rights granted herein run with the land and is an easement appurtenant to the Shore Tract. The rights, duties and obligations under this Easement Agreement may be exercised by, are for the benefit of, and bind, all current and future owners and mortgagees of the Easement Tract and the Shore Tract and all of their respective tenants, subtenants, occupants, licensees, invitees, employees, and agents and any invitees and employees of such tenants, subtenants, and occupants, provided all such parties shall abide by the limitations on use set forth in this Easement Agreement.

6. **Taxes and Assessments.** Ad valorem taxes and assessments, and similar requirements or incidentals of ownership regarding the Easement Tract, shall be borne by the then owners thereof.

7. **Construction of Roadway and Easement Tract Maintenance.** Grantee shall have the right to construct a roadway over and across the Easement Tract, at Grantee's expense (the "Roadway"). Grantee agrees to pay Grantor the fair market value (the "Timber Value") of any merchantable timber located on the Easement Tract that is removed or later determined to have been damaged as a result of the construction of the Roadway, and/or maintenance and use of the Easement Tract by Grantee. The Timber Value shall be determined by a professional, third party appraiser selected by Grantor, based upon the "stump value" thereof. Grantee shall be responsible for all repair, maintenance and upkeep of the Roadway and the Easement Tract, unless any such repairs are due to the negligence or misuse of Grantor or Grantor's invitees.

**No Parking Rights.** The rights granted pursuant to this Section 7. of the Easement Agreement shall not include the right to park vehicles on the Easement Tract.

8. **Enforcement of Rights.** Grantor and Grantee herein shall each have the right to enforce this Easement Agreement by an action in law or in equity, including a suit for specific performance, and without thereby waiving the right to also seek to recover damages sustained as

a result of a breach of this Easement Agreement, including but not limited to money spent in performing the obligations of the other party. In the event that any party brings suit to enforce the obligations arising hereunder, the prevailing party shall be entitled to recover reasonable attorney fees and costs.

9. **No Public Dedication.** Nothing contained herein will be deemed to constitute a grant to any public agency or governmental authority, or a public dedication, as it is the intention of the Grantor that this Easement Agreement shall be strictly limited to and for the purposes expressed herein.

10. **Conditions.** The easements created pursuant to this Easement Agreement are subject to any valid and existing restrictions, liens or encumbrances affecting the respective tracts as of the date hereof. However, Grantor warrants and represents that, as of the date of this Easement Agreement, they are the lawful owner of the Easement Tract and the Easement Tract is not subject to any liens or security interests (including without limitation any mortgages or deeds of trust or any other claims or interests known to Grantor).

11. **Successors and Assigns.** The rights and obligations contained herein shall bind and inure to the benefit of the respective successors and assigns of the parties described herein.

12. **Notices.** All notices, demands, requests and other communications required or permitted hereunder shall be in writing, and shall be either personally delivered, or by Federal Express or other regularly scheduled overnight courier, or by United States mail, registered or certified, postage fully prepaid, addressed to the addressee at its address set forth below or at such other address as such party may have specified theretofore by notice delivered in accordance with this Section:

To Grantor:                    Hugh and Chyrell Reich  
   Route 1, Box 142  
   Gary, Texas 75943

To Grantee:                    Debra Shore  
   2960 Buttonwood  
   Carrollton, Texas 75006

Any such notices, demands, requests, and other communications shall be deemed to be delivered and effective on the date actually received or refused if a business day and, if not, the next business day.

13. **Indemnification.** Grantor and Grantee, respectively, along with any successors and assigns, agree to indemnify, defend, and hold harmless the other party(ies) from and against any claims, suits, or causes of action arising out of any personal injury or property damage occurring within the Easement Tract as a result of the negligence or misconduct of such indemnifying party and its respective agents, tenants, subtenants, occupants, employees, and licensees. GRANTEE HAS INSPECTED EASEMENT TRACT THAT IS THE SUBJECT OF THIS AGREEMENT AND SHALL INDEMNIFY AND HOLD HARMLESS GRANTOR AND GRANTOR'S, HEIRS, SUCCESSORS, AND ASSIGNS AND GRANTOR'S AGENTS, EMPLOYEES, SERVANTS, CONSULTANTS AND INVITEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, BECAUSE OF ANY PRESENTLY EXISTING DEFECTIVE CONDITION IN, UPON, UNDER OR AROUND THE EASEMENT TRACT.

14. Grantee acknowledges and agrees that the access easement is being conveyed by Grantor in its "AS IS, WHERE IS, WITH ALL FAULTS" condition without any representation or warranty, either express or implied, oral or written, about the condition of the Easement Tract. Grantee ACKNOWLEDGES THAT Grantor HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY NEGATES, RENOUNCES, AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS, OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, AS TO, CONCERNING, OR WITH RESPECT TO, (A) THE SUITABILITY OF THE EASEMENT TRCT FOR ANY AND ALL ACTIVITIES AND USES THAT MAY BE CONDUCTED THEREON OR FOR ANY PARTICULAR PURPOSE, (B) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE EASEMENT GRANTED HEREIN AND THE EASEMENT TRACT, (C) THE CONDITION OR SAFETY OF THE EASEMENT TRACT OR SOIL GEOLOGY THEREON, (D) THE ENVIRONMENTAL CONDITION OF THE EASEMENT TRACT, INCLUDING, BUT NOT LIMITED TO, THE PRESENCE OR ABSENCE, LOCATION, OR SCOPE OF ANY HAZARDOUS MATERIALS, (E) THE ABILITY OF GRANTEE TO OBTAIN ANY AND ALL NECESSARY GOVERNMENTAL APPROVALS OR PERMITS FOR GRANTEE'S INTENDED USE AND DEVELOPMENT OF THE EASEMENT TRACT, OR (F) ANY OTHER MATTER OR ATTRIBUTE WITH RESPECT TO THE PROPERTY. GRANTEE ACKNOWLEDGES AND AGREES THAT GRANTOR SHALL BE UNDER NO DUTY TO MAKE ANY AFFIRMATIVE DISCLOSURES REGARDING ANY MATTER THAT MAY BE KNOWN TO GRANTOR, EXCEPT AS EXPRESSLY SET FORTH IN THIS EASEMENT AGREEMENT.

15. **Counterparts.** This Easement Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

16. **Replacement of Existing Easement.** This Easement Agreement is executed for the purpose of replacing the Existing Easement, and the Existing Easement shall be deemed terminated as of the recording hereof in the Real Property Records of Shelby County, Texas.

*[Signature Page Follows.]*

**GRANTOR:**

Date: June 26, 2024

[Signature]  
Hugh Warren Reich

[Signature]  
Chyrell A. Reich

**GRANTEE:**

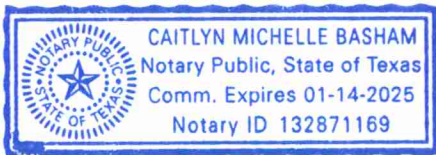
Date: \_\_\_\_\_

Debra Shore

STATE OF TEXAS §

COUNTY OF Shelby §

This instrument was acknowledged before me on the 26 day of June, 2024, by Hugh Warren Reich and Chyrell A. Reich.



[Signature]  
Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Debra Shore.

\_\_\_\_\_  
Notary Public, State of Texas

**After recording, please return to:**  
Debra and Jeffrey Shore  
2960 Buttonwood  
Carrollton, Texas 75006

**GRANTOR:**

Date: June 26, 2024

[Signature]  
Hugh Warren Reich

[Signature]  
Chyrell A. Reich

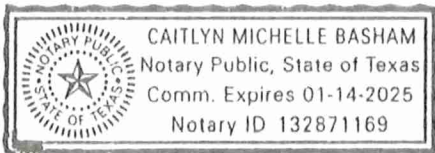
**GRANTEE:**

Date: 7-2-2024

[Signature]  
Debra Shore

STATE OF TEXAS           §  
   §  
COUNTY OF Shelby     §

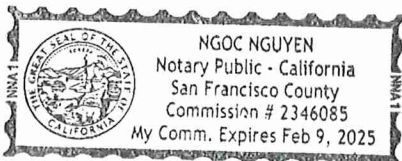
This instrument was acknowledged before me on the 26 day of June, 2024, by Hugh Warren Reich and Chyrell A. Reich.



[Signature]  
Notary Public, State of Texas

<sup>NN</sup>  
STATE OF TEXAS California §  
   §  
COUNTY OF San Francisco §

This instrument was acknowledged before me on the 2<sup>nd</sup> day of July, 2024, by Debra Shore.



[Signature]  
Notary Public, State of ~~Texas~~ California  
<sup>NN</sup>

**After recording, please return to:**  
Debra and Jeffrey Shore  
2960 Buttonwood  
Carrollton, Texas 75006

**EXHIBIT "A"**

**Reich Tract**

**TRACT 1**

BEING all my undivided interest in and to 94.27 acres of land, more or less, with 32.27 acres being a part of the Sarah Hughes Survey, Abst. No. 31 and 62 acres being a part of the Alonson Barr Survey, Abst. No. 1211, Shelby County, Texas, and being the Southwest 1/3 of an 80 acre tract, called 26.66 acres and a called 31½ acre tract described as the First and Second Tracts in the Deed from Justin R. Hudson and wife, Donna Hudson, to Samuel M. Langston and wife, L. Ruth Langston, dated June 22, 1985, recorded in Vol. 654, Page 15, Deed Records, Shelby County, Texas, and being the Southeast 1/3 of an 80 acre tract, called 26.66 acres, and being the land described in the Deed from Bobby Ray Hendrix and Donald Lynn Hendrix, to Samuel Langston and wife, Ruth Langston, dated October 22, 1985, recorded in Vol. 658, Page 832, Deed Records, Shelby County, Texas, and being located about 892 ft. N. E. along a road easement from County Road #CR4-4670, being about 1 mile N. E. along CR4-4670 from F.M. #947 at the city limit sign on the N. W. side of Tenaha, Texas, about 11 miles North N. E. of Center, Texas, and being described by metes and bounds as follows, to-wit:

BEGINNING at a ½ in. iron rod set for the S. W. C. of said 31-½ acre tract (32.27 acres by this survey) at a fence corner, a 14 in. cedar brs. S. 39 deg. 25 min. W. 76.1 ft. and a 30 in. sweet gum brs. N. 34 deg. 17 min. W. 54.2 ft., this being the lower S. W. C. of this 94.27 acre tract, being the lower S. E. C. of K. D. Riley's 197 acre tract (310/267 DR) and being in the N. W. B. L. of the old W. E. Gunter 43-1/3 acre tract (94/397 DR);

THENCE N. 26 deg. 42 min. 30 sec. W. 1580.69 ft. along the lower N. E. B. L. of said 197 acre tract, being the S. W. B. L. of this 32.27 acre tract to a ½ in. iron rod set for its N. W. C. on the E. bank of a creek, fnd. OBT, a 15 in. maple brs. N. 47 deg. 28 min. E. 41.3 ft., this being an internal corner of said 197 acre tract and being in the S. E. B. L. of Alonson Barr Survey A-1211 and the N. W. B. L. of the Sarah Hughes Survey A-314;

THENCE N. 64 deg. 30 min. 00 sec. E. 787.22 ft. along the middle S. E. B. L. of said 197 acre tract, being the N. W. B. L. of this 32.27 acre tract to a ½ in. iron rod set for the S. W. C. of said 80 acre tract, being the S. W. C. of said 62 acre tract, being an internal corner of this 94. 27 acre tract and the middle S. E. C. of said 197 acre tract, a 36 in. water oak brs. N. 24 deg. 42 min. W. 15.7 ft. and a 20 in. post oak brs. N. 15 deg. 01 min. W. 10.1 ft.;

THENCE N. 26 deg. 22 min. 59 sec. W. 2430.87 ft. along the upper N. E. B. L. of said 197 acre tract, being the S. W. B. L. of this 62 acre tract to a ½ in. iron rod set for its N. W. C., being the upper N. W. C. of this 94.27 acre tract and the S. W. C. of the Rial Taylor's upper 1/3 of said 80 acre tract, called 26.66 acres (726/319 DR), being 31 acres by this survey;

THENCE N. 64 deg. 30 min. 00 sec. E. 1157.77 ft. along Rial Taylor's S. E. B. L., crossing said 80 acre tract, being the N. W. B. L. of said 62 acre tract, and this 94.27 acre tract to a ½ in. iron rod set for its upper N. E. C., being the S. E. C. of said Rial Taylor's 31 acre tract, being in the S. W. B. L. of N. L. Goolsby 66.55 acre tract (399/429 DR);

THENCE S. 24 deg. 11 min. 21 sec. E. 2431.21 ft. along an old fence being the S. W. B. L. of said Goolsby 66.55 acre tract to a ½ in. iron rod set for his S. W. C., being the S. E. C. of said 62 acre tract and being the upper S. E. C. of this 94.27 acre tract in the N. W. B. L. of W. E. Gunter 66-2/3 acre tract

(94/483 DR), being in the Barr and Hughes survey line, a 15 in. ash brs. S. 22 deg. 36 min. W. 16.2 ft. and a 34 in. red oak brs. N. 84 deg. 49 min. W. 33.9 ft.;

THENCE S. 64 deg. 30 min. 00 sec. W. 944.14 ft. along said Barr and Hughes survey line, being the N. W. B. L. of W. E. Gunter 66-2/3 acre tract to a ½ in. iron rod set for his N. W. C., being the N. E. C. of said 32.27 acre tract, a 20 in. sweet gum brs. S. 13 deg. 11 min. E. 19.7 ft. and a 14 in. red oak brs. N. 68 deg. 18 min. E. 16.4 ft.;

THENCE S. 25 deg. 47 min. 30 sec. E. 1559.68 ft. along a fence being the S. W. B. L. of said W. E. Gunter's 66-2/3 acre tract to a ½ in. iron rod set for his s. S. W. C., being the N. E. C. of said W. E. Gunter's 43-1/3 acre tract, and being the S. E. C. of said 32.27 acre tract and the lower S. E. C. of this 94.27 acre tract, a 14 in. post oak brs. N. 62 deg. 52 min. W. 51 ft. and a fence corner post brs. S. 79 deg. 48 min. W. 6.7 ft.;

THENCE S. 63 deg. 09 min. 28 sec. W. 882.61 ft. along the N. W. B. L. of said W. E. Gunter's 43-1/3 acre tract to the point of beginning, containing 94.27 acres of land, more or less.

## TRACT 2

BEING 1.19 acres of land, more or less, a part of the Sarah Hughes Survey, Abst. No. 314, Shelby County, Texas, and being out of the lower Southeast corner of K. D. Riley 197 acre tract (310/267 DR) and being located East of and adjoins the centerline of County Road #CR4-4670, being about 1 mile Northeast of F. M. #947 at the city limit sign on the N. W. side of Tenaha, Texas, and being about 11 miles North N. E. of Center, Texas, and being described by metes and bounds as follows, to-wit:

BEGINNING at a ½ in. iron rod set for the lower S. E. C. of said Riley's 197 acre tract, being the S. W. C. of Mrs. Ruth Langston Daniels 31.5 acre tract (Second Tract 779/114 DR) at a fence corner, being in the N. W. B. L. of the old W. E. Gunter 43-1/3 acre tract (94/397 DR), and a 14 in. cedar brs. S. 39 deg. 25 min. W. 76.1 ft., a 30 in. sweet gum brs. N. 34 deg. 17 min. W. 54.2 ft.;

THENCE S. 63 deg. 09 min. 28 sec. W. along the S. side of an existing dirt road, along a fence being the N. W. B. L. of said 43-1/3 acre tract and the S. E. B. L. of Riley's 197 acre tract at 350.49 ft. passing the N. W. C. of Colin Broadus 3.08 acre tract (792/318 DR) and at a total distance of 886 ft. to a point in the center of County Road #CR4-4670 for the S. W. C. of this 1.19 acre tract and being the lower S. W. C. of said Riley's 197 acre tract;

THENCE N. 25 deg. 00 min 00 sec. W. 17.11 ft. along CR4-4670 being Riley's 197 acre tract's lower W. B. L. to a point for the N. W. C. of this 1.19 acre tract;

THENCE N. 63 deg. 09 min. 28 sec. E. 653.12 ft. along a fence on the N. side of said dirt road to a ½ in. iron rod set for an angle corner at an old fence corner;

THENCE N. 09 deg. 34 min. 11 sec. E. 392.71 ft. along an old fence to a ½ in. iron rod set for the North N. E. C. of this 1.19 acre tract in the lower N. E. B. L. of said Riley's 197 acre tract, being the S. W. B. L. of Daniels' 31.5 acre tract;

THENCE S. 26 deg. 42 min. 30 sec. E. 333.14 ft. along said Riley's and Daniels' property line to the point of beginning, containing 1.19 acres of land, more or less.



**EXHIBIT "B"**

**Shore Tract**

FIELD NOTE DESCRIPTION  
62.047 ACRES SITUATED IN THE  
ALANSON BARR SURVEY, ABSTRACT 1211, SHELBY COUNTY, TEXAS,  
AND ABSTRACT 46, PANOLA COUNTY, TEXAS

Being 62.047 acres of land situated in the Alanson Barr Survey, Abstract 1211, Shelby County, Texas, and Abstract 46, Panola County, Texas, and being the same called 62 acre tract described in Warranty Deed from Hugh W. Reich and wife, Chyrell A. Reich, to Debra Shore, dated May 8, 2000, and recorded in Volume 885, Page 642, in the Official Public Records of Shelby County, Texas, said 62.047 acres being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2-inch iron rod found (bent) for the South or Southwesterly corner of said Shore called 62 acre tract and being Northerly East corner of the called 197 acre tract described as "Tract No. 2" in an Executor's Deed from Robert D. Riley, Independent Executor of the Estate of Knox D. Riley, to Robert D. Riley and Samuel C. Riley, dated February 7, 1997, and recorded in Volume 816, Page 289, in the Official Public Records of Shelby County, Texas, and formerly being an interior corner of the called 94.27 acre tract described in a Warranty Deed from Lydia Ruth Langston Daniels and husband, Roy E. Daniels, to Hugh Warren Reich and wife, Chyrell A. Reich, dated February 21, 2000, and recorded in Volume 879, Page 800, in the Official Public Records of Shelby County, Texas, also being in the apparent South line of said Alanson Barr Survey, Abstract 1211, Shelby County, Texas, and the apparent North line of the Sarah Hughes Survey, Abstract 314, Shelby County, Texas, from which an 18-inch Post Oak Tree found marked "X" and fence corner bears North 8.9 feet, and a 1/2-inch iron rod found for the Southerly West corner of said Reich called 94.27 acre tract and an interior corner of said Riley called 197 acre "Tract Two" bears S 61°04'28" W, 785.41 feet (called N 64°30'00" E, 787.22 feet);

THENCE N 29°37'51" W, with the West or Southwesterly line of said Shore called 62 acre tract (called N 26°22'59" W) and with Northerly East or Northeasterly line of said Riley called 197 acre "Tract Two", a distance of 2,431.10 feet (called 2430.87 feet) to a 1/2-inch iron rod found for the West or Northwesterly corner of said Shore called 62 acre tract, from which a 1/2-inch iron rod with plastic cap stamped RPLS 6259 found at the Southwest corner of the called 26.67 tract as the North one-third of the called 80 acre tract in a Warranty Deed from Darinda Taylor to Wayne Kyle and wife, Milly Kyle, dated March 28, 2002, and recorded in Volume 1146, Page 162, in the Official Public Records of Panola County, Texas bears S 39°54'35" W, 37.67 feet;

THENCE N 61°15'08" E, with the North or Northwesterly line of said Shore called 62 acre tract (called N 64°30'00" E), a distance of 1,157.77 feet to a 1/2-inch iron rod with plastic cap stamped RPLS 5313 set for the North or Northeasterly corner of said Shore called 62 acre tract and in the West or Southwesterly line of the called 66-55/100 acre tract described under "Exhibit 1C" in a Special Warranty Deed from David E. McNeill, Jr., and Anna L. McNeill, to McNeill Properties, L.P., dated January 1, 1996, and recorded in Volume 1004, Page 265, in the Official Public Records of Panola County, Texas, from which a 1/2-inch iron rod with plastic cap stamped RPLS 6259 found for the Southeast corner of said Kyle called 26.67 acre tract bears S 58°35'42" W, 54.05 feet, from which a 10-inch Hickory found marked "X" bears S 60° W, 5.5 feet;

THENCE S 27°28'11" E, with the East or Northeasterly line of said Shore called 62 acre tract (called S 24°11'21" E) and with said West or Southwesterly line of the McNeill Properties called 66-55/100 acre tract, a distance of 2431.22 feet (called 2431.21 feet) to a 1/2-inch iron rod found for the East or

Southeasterly corner of said Shore called 62 acre tract and the South or Southwesterly corner of said McNeill Properties called 66-55/100 acre tract and being in the North line of the called 25.085 acre tract described as "Second Tract" in a Warranty Deed from Donald Smith McGuffin, Jr., and wife, Tina McGuffin, to Donald L. Scrimsher and wife, Chhavy Khourn Scrimsher, dated June 13, 2016, and recorded under Document No. 2016001796, in the Official Public Records of Shelby County, Texas, from which a 4-inch fence corner post bears S 62° W, 11.0 feet, and a 24-inch Sandjack Tree found marked "X" bears West, 30.3 feet, and a 36-inch Sandjack Tree found marked "X" bears S 05° E, 10.2 feet;

THENCE S 61°14'32" W, with the South or Southeasterly line of said Shore called 62 acre tract (called S 64°30'00" W), and said North or Northwesterly line of the Scrimsher called 25.085 acre "Second Tract", passing at a distance of 115.03 feet the West or Northwesterly corner of said Scrimsher called 25.085 acre tract "Second Tract" and being the North or Northeasterly corner of another called 25.085 acre tract described as "Third Tract" in said Warranty Deed from Donald Smith McGuffin, Jr., and wife, Tina McGuffin, to Donald L. Scrimsher and wife, Chhavy Khoun Scrimsher, dated June 13, 2016, and recorded under Document No. 2016001796, in the Official Public Records of Shelby County, Texas, and continuing with the North line of said Scrimsher called 25.085 acre "Third Tract", passing at an additional distance of 829.01 feet a 1/2-inch iron rod found at the West or Northwesterly corner of said Scrimsher called 25.085 acre "Third Tract" and formerly being another interior corner of said Reich called 94.27 acre tract, from which a cross-tie fence corner post bears S 33° E, 20.5 feet, and continuing with said South or Southeasterly line of the Shore called 62 acre tract for a total distance of 1,066.08 feet (called 1064.69 feet to the POINT of BEGINNING and containing 62.047 acres of land within these calls, of which 0.20 of an acre may be in conflict with the Wayne Kyle called 26.67 acre tract.

Bearings referenced to Grid North of the Texas State Plane Coordinate System, Central Zone (4203), NAD88, as determined by GPS observation.

**EXHIBIT "C"**

**Easement Tract**

FIELD NOTE DESCRIPTION  
2.092 ACRES INGRESS/EGRESS EASEMENT SITUATED IN  
THE SARAH HUGHES SURVEY, ABSTRACT 314,  
SHELBY COUNTY, TEXAS

Being a 2.092 acre Ingress/Egress Easement situated in the Sarah Hughes Survey, Abstract 314, Shelby County, Texas, and located on the called the called 94.27 acre tract described in a Warranty Deed from Lydia Ruth Langston Daniels and husband, Roy E. Daniels, to Hugh Warren Reich and wife, Chyrell A. Reich, dated February 21, 2000, and recorded in Volume 879, Page 800, in the Official Public Records of Shelby County, Texas, and on the called 1.19 acre tract described in a Warranty Deed from Lydia Ruth Langston Daniels and husband, Roy E. Daniels, to Hugh Warren Reich and wife, Chyrell Reich, dated March 1, 2000, and recorded in Volume 879, Page 802, in the Official Public Records of Shelby County, Texas, said 2.092 acre Ingress/Egress Easement being more particularly described by metes and bounds as follows:

BEGINNING at the South or Southwesterly corner of said Reich called 1.19 acre tract in the centerline of County Road 4670 and being in the Southwesterly line of the called 3.08 acre tract described in a General Warranty Deed from Colin D. Broadus and Tina Broadus to Rose Lynn Carl, dated March 6, 2015, and recorded under Document No. 2015000779, in the Official Public Records of Shelby County, Texas, from which a 1/2-inch iron rod with plastic cap stamped RPLS 5313 set for witness and 5.8 feet Northeasterly of a chain link fence corner post bears N 59°53'24" E, 20.58 feet;

THENCE N 28°16'04" W, with said centerline of County Road 4670 as the West line of said Reich called 1.19 acre tract, a distance of 17.11 feet to the West or Northwesterly corner of said Reich called 1.19 acre tract;

THENCE N 59°53'24" E, with the North Northwesterly line of said Reich called 1.19 acre tract, a distance of 664.43 feet to an interior corner of said Reich called 1.19 acre tract;

THENCE N 06°18'12" E, with the Northerly West line of said Reich called 1.19 acre tract a distance of 16.03 feet to a point;

THENCE N 59°53'24" E, parallel with and 30.0 feet North of the South or Southeasterly lines of said Reich called 1.19 acre tract and said Reich called 94.27 acre tract, a distance of 1045.93 feet to a point;

THENCE N 15°24'40" E, a distance of 42.82 feet to a point;

THENCE N 29°04'04" W, parallel and 30.0 feet Westerly of the Southerly East or Northeasterly line of said Reich called 94.27 acre tract, a distance of 1,500.47 feet to a point in the South or Southeasterly line of the called 62 acre tract described in Warranty Deed from Hugh W. Reich and wife, Chyrell A. Reich, to Debra Shore, dated May 8, 2000, and recorded in Volume 885, Page 642, in the Official Public Records of Shelby County, Texas, and being N 61°14'32" E, 92.03 feet from a 1/2-inch iron rod found (bent) for the South or Southwesterly corner of said Shore called 62 acre tract and the Northerly East corner of the called 197 acre tract described as "Tract No. 2" in an Executor's Deed from Robert D. Riley, Independent Executor of the Estate of Knox D. Riley, to Robert D. Riley and Samuel C. Riley, dated February 7, 1997, and recorded in Volume 816, Page 289, in the Official Public Records of Shelby County, Texas, and a formerly

an interior corner of said Reich called 94.27 acre tract, and in the apparent North line of said Hughes Survey and the apparent South line of the Alanson Barr Survey, Abstract 1211, Shelby County, Texas;

THENCE N 61°14'32" E, with said South or Southeasterly line of the Shore called 62 acre tract, a distance of 30.00 feet to a 1/2-inch iron rod found for another former interior corner of said Reich called 94.27 acre tract and being the West or Northwesterly corner of the called 25.085 acre tract described as "Third Tract" in a Warranty Deed from Donald Smith McGuffin, Jr., and wife, Tina McGuffin, to Donald L. Scrimsher and wife, Chhavy Khoum Scrimsher, dated June 13, 2016, and recorded under Document No. 2016001796, in the Official Public Records of Shelby County, Texas, from which a cross-tie fence corner post bears S 33° E, 20.5 feet;

THENCE S 29°04'04" E, with the Southerly East or Northeasterly line of said Reich called 94.27 acre tract (called S 25°47'30" E), and with the West or Southwesterly line of said Scrimsher called 25.085 acre tract and then continuing with the West line of the called 23.39 acre tract described in a Warranty Deed from Mary Nell Preisler and spouse, Franklyn David Preisler, James Kern Halvorson and spouse, Darlene Halvorson, to Michael Perry, dated August 19, 2022, and recorded under Document No. 2022004628, in the Official Public Records of Shelby County, Texas, and continuing for a total distance of 1,559.77 feet (called 1,559.68 feet) to a 1/2-inch iron rod found at the remains of an old fence corner post for the Southerly East or Southeast corner of said Reich called 94.27 acre tract and being the North or Northeasterly corner of the called 21.695 acre tract described in a conveyance from James Edward Gordon and wife, Sue Cordon, to Michael R. Perry, dated April 22, 1976, and recorded in Volume 517, Page 835, in the Deed Records of Shelby County, Texas;

THENCE S 59°53'24" W, with the South or Southeasterly line of said Reich called 94.27 acre tract (called S 63°09'28" W) and with the North or Northwesterly line of said Perry called 21.695 acre tract, passing at a distance of 882.57 feet a 1/2-inch iron rod found at the Southeasterly base of a cross-tie fence corner post for the South or Southwesterly corner of said Reich called 94.27 acre tract and the East or Southeasterly corner of said Reich called 1.19 acre tract, and continuing with the South or Southeasterly line of said Reich called 1.19 acre tract, intersecting at an additional distance of 350.30 feet the East line of said Carl called 3.08 acre tract, from which a 1/2-inch iron rod found bears S 26°16' E, 0.40 feet, and continuing for a total distance of 1,779.88 feet to the POINT of BEGINNING and enclosing 2.092 acres of land within these calls of this Ingress/Egress Easement.

Bearings referenced to Grid North of the Texas State Plane Coordinate System, Central Zone (4203), NAD88, as determined by GPS observation.