

EASEMENT AGREEMENT

262538

Date: October 24, 2012

Grantor: Elbo Ranch, Ltd., a Texas Limited Partnership

Grantor's Mailing Address:

PO Box 50
Luling, Texas 78648
Gonzales County, Texas

Grantee: Nieman Properties, a Texas General Partnership

Grantee's Mailing Address:

2701 Mount Laurel Dr.
Austin, Texas 78703
Travis County, Texas

Consideration: TEN AND NO/100 DOLLARS and other good and valuable consideration.

Easement Property:

A non-exclusive roadway easement over and across the tract, being a part of the James W Nichols 320 Acre Survey, Abstract No. 36, lying and being situated in Gonzales County, Texas, and said tract and easement being more particularly described by metes and bounds in Exhibit "A" attached hereto, consisting of 1 page, said Exhibit "A" being incorporated herein for all purposes and subject to the terms and provisions set forth below for such roadway easement.

Easement Purpose: For providing free, uninterrupted, and non-exclusive pedestrian, equipment, and vehicular ingress to and egress to and from the 162.357 acres of land more or less, being the 162.357 acres of land described in the Warranty Deed from JOHN P. NIEMAN and wife, ROSE ADELE NIEMAN, TO NIEMAN PROPERTIES, a Texas General Partnership, recorded in Volume 428, page 24 of the Deed Records, Gonzales County, Texas (referred to herein as the 162.357 Acres).

Consideration: The sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor.

Grant of Easement: Grantor, for the Consideration and subject to the Reservations from Conveyance and Exceptions to Warranty and subject to the Terms and Conditions listed below including but not limited to the Reservations of Rights, grants, sells, and conveys to Grantee and Grantee's successors and assigns an easement over, on, and across the Easement Property for the

Easement Purpose and only for the benefit of the 162.357 Acres, 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 successors, and assigns forever. Grantor binds Grantor and Grantor's successors and assigns to warrant and forever defend the title to the Easement in Grantee and Grantee's 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 Easement Property. The Easement is nonexclusive and irrevocable. The Easement is only for the benefit of Grantee and Grantee's successors, and assigns who at any time own the 162.357 Acres or any interest in the 162.357 Acres (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 Easement Property for all purposes that do not unreasonably interfere with or unreasonably interrupt the use or enjoyment of the Easement by Grantee 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 Grantee and the right to convey to others the right to use all or part of the Easement in conjunction with Grantee, as long as such further conveyance is subject to the terms of this agreement. Grantee agrees its use will be in a neat and clean manner. Grantor expressly reserves all of the oil, gas and other minerals in and under the Easement Property together with rights of ingress and egress for mining, drilling exploring, operating and developing the Property for oil, gas, and other minerals across and on the Easement Property and for removing them from the Easement Property.
4. *Maintenance.* Improvement and maintenance of the Easement Property will be at the sole expense of the Holder of the easement, being the Grantee herein, Grantee's heirs, successors, and assigns. The Holder has the right to eliminate any encroachments into the Easement Property. The holder of the easement will maintain the Easement Property in a neat and clean condition.
5. *Binding Effect.* This agreement binds and inures to the benefit of the parties and their respective heirs, successors, and assigns.
6. *Indemnity.* The Grantee agrees to indemnify, defend, and hold harmless the Grantor, Grantor's heirs, successors, and assigns, from any loss, attorney's fees, expenses, or claims attributable to breach or default of any provision of this Agreement and Easement or from Grantee's and Holder's use of the Easement and Easement Property.
7. *Reservations From and Exceptions to Conveyance and Warranty.* This conveyance is made and accepted subject to the following: (1) any and all easements including but not limited to the easement granted, right-of-ways, regardless of record of not, the restrictive covenants, oil, gas and other mineral reservations and leases, and instruments of record in Gonzales County, Texas; (2) any and all encroachments or overlapping of improvements, rights of adjoining owners in fences, and any discrepancies, conflicts or shortages in area or boundary lines; (3) all county and state regulations, ordinances and zoning regulations, and regulations; (4) rules, regulations and other matters emanating from and existing by reason of the creation, establishment, maintenance, and operation of any water district or other applicable governmental district, agency or authority; and (5) standby fees, taxes and assessments by any taxing authority for the year 2012, and subsequent years;

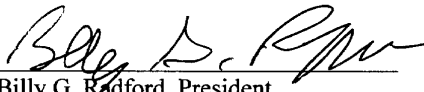
and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code or because of improvements not assessed for previous tax year.

8. *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.

When the context requires, singular nouns and pronouns include the plural.

Elbo Ranch, Ltd, a Texas Limited Partnership

By: Brazos River Interests, Inc., a Texas Corporation,
Its General Partner

By: 
Billy G. Radford, President

STATE OF TEXAS)

COUNTY OF GONZALES)

This instrument was acknowledged before me on October 24, 2012, by Billy G. Radford, President of Brazos River Interests, Inc., a Texas Corporation which is the General Partner of Elbo Ranch, Ltd, a Texas Limited Partnership, on behalf of said partnership.





Notary Public, State of Texas
My commission expires: _____

Exhibit A
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Field Notes for a 30 Foot Easement, being 1.39 acre tract or parcel of land Situated in the James W Nichols 320 Acre Survey, Abstract No. 36, Gonzales County, Texas being situated in the residue of 202.738 acres of land described in a Warranty Deed to Elbo Ranch Ltd, a Texas limited partnership, recorded in Volume 965, Page 289, Gonzales County Official Records herein after called parent tract. Said 30 Foot Easement is herein described by metes and bounds as follows to-wit:

Beginning at a concrete monument found at the southwest corner of the parent tract, the east corner of a called 14 acre tract described in a deed to Richard Howard Everton, Volume 881, Page 523, Official Records, the Northeast corner of a tract of land called 84.61 acres in a Correction General Warranty Deed to Billy G. Radford and Deborah Radford, Volume 1009, Page 682, Official Records, the southwest terminus of Prescriptive County Road NO. 474, in the common line of the George W. Franklin Survey Abstract 216 and James W. Nichols 320 Acre Survey, Abstract 365 and being the Northwest corner of the herein described tract.

Thence: With the northwest line of the parent tract, also being the common line of the George W. Franklin Survey Abstract 216 and James W. Nichols 320 Acre Survey, Abstract 365, North 48°-45'-02" East at 30.06 feet a 5/8" iron rod set (All iron rod set are with plastic caps No. 4227), for the Northeast corner of this tract herein described.

Thence: Into the parent tract South 45°-05'-23" East at 80.00 feet passes a 5/8" iron rod set for the Southeast corner of an 0.06 an acre 30 foot easement cut this same day and in all 1135.71 feet to a 5/8" iron rod set for an angle point in this tract herein described.

South 44°-22'-39" East at 500.87 feet a 5/8" iron rod set for an angle point in this tract herein described.

South 45°-01'-25" East at 382.04 feet a 5/8" iron rod set in the northeast line of a called 149.20 acre tract of land described in a conveyance to William R. Barker recorded in Volume 1017, Page 633, Gonzales County Official Records and the Southeast corner of this tract herein described.

Thence: South 49°-07'-24" West with the common line of the said 149.20 acre tract, the Southeast line of said parent tract and herein described 30 foot easement at 30.08 feet a 1/2" iron pipe found at the west corner of said 149.20 acre tract, in the east line of 1st Tract, called 16.107 acres in a conveyance to Nieman Properties, Volume 428, Page 24, Gonzales County Deed Records, the Southwest corner of the said parent tract a, being the Southwest corner of this tract herein described.

Thence: North 45°-01'-25" West with the common fenced line of the said parent tract, the said 16.107 acre tract and southwest line of herein described 30 foot easement at 380.03 feet a 12" live oak tree fence corner found for the north corner of said 16.107 acre tract, the east corner said 84.61 acre tract and being an angle point in the Southwest line of this tract herein described.

Thence: With the common lines between northeast line of said 84.61 acre tract, the southwest line of said parent tract and the southwest line of herein described 30 foot easement as follows;

North 44°-22'-39" West at 500.85 feet a 1/2" iron rod found marked B&A for an angle point in line herein described.

North 45°-05'-23" West at 1057.54 feet passes a 5/8" iron rod set for the Southwest corner of an 0.06 an acre 30 foot easement cut this same day and in all 1137.54 feet to the point of beginning as surveyed under the direct supervision of Stephen O. Pirkle Jr., Registered Professional Land Surveyor in the State of Texas, No. 4227, as shown on Gonzales First Shot Surveying, L.L.C. Plat No. S12-099B dated October 23rd 2012.

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