

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

## **Community Interest Special Warranty Deed**

**Date:** July 12, 2005

**Grantor:** Wiley Fay Robinson

**Grantor's Mailing Address:**

Wiley Fay Robinson  
30009 Highland Boulevard  
Magnolia, Texas 77354  
Montgomery County

**Grantee:** Lonnie Lee Robinson and Wiley Fay Robinson, a married couple

**Grantee's Mailing Address:**

Lonnie Lee Robinson and Wiley Fay Robinson  
30009 Highland Boulevard  
Magnolia, Texas 77354  
Montgomery County

**Consideration:**

None.

**Property (including any improvements):**

Being 24.79 acres out of the Wiley Hales 155 acre tract (by resurvey 148.77 acres) located in the J. J. Blackman Survey, Abstract 6 in Tyler County, Texas, and being a portion of the tract conveyed to Wiley Hales by E. Tucker et ux by deed dated December 9, 1929, recorded in Volume 67, page 144 of the Deed Records of Tyler County, Texas, which 24.79 acre tract is more particularly described in 'Exhibit A' attached hereto and incorporated for all purposes.

**Personal Property:** The property constituting personal property located in or on and used in the enjoyment of the Property.

**Exceptions to Conveyance and Warranty:**

None

**THIS INSTRUMENT CHANGES SEPARATE PROPERTY TO COMMUNITY PROPERTY. THIS MAY HAVE ADVERSE CONSEQUENCES DURING MARRIAGE AND ON TERMINATION OF THE MARRIAGE BY DEATH OR DIVORCE. FOR EXAMPLE:**

**EXPOSURE TO CREDITORS. IF YOU SIGN THIS AGREEMENT, ALL OR PART OF THE SEPARATE PROPERTY BEING CONVERTED TO COMMUNITY PROPERTY MAY BECOME SUBJECT TO THE LIABILITIES OF YOUR SPOUSE. IF YOU DO NOT SIGN THIS AGREEMENT, YOUR SEPARATE PROPERTY IS GENERALLY NOT SUBJECT TO THE LIABILITIES OF YOUR SPOUSE UNLESS YOU ARE PERSONALLY LIABLE UNDER ANOTHER RULE OF LAW.**

**LOSS OF MANAGEMENT RIGHTS. IF YOU SIGN THIS AGREEMENT, ALL OR PART OF THE SEPARATE PROPERTY BEING CONVERTED TO COMMUNITY PROPERTY MAY BECOME SUBJECT TO EITHER THE JOINT MANAGEMENT, CONTROL, AND DISPOSITION OF YOU AND**

YOUR SPOUSE OR THE SOLE MANAGEMENT, CONTROL, AND DISPOSITION OF YOUR SPOUSE ALONE. IN THAT EVENT, YOU WILL LOSE YOUR MANAGEMENT RIGHTS OVER THE PROPERTY. IF YOU DO NOT SIGN THIS AGREEMENT, YOU WILL GENERALLY RETAIN THOSE RIGHTS.

LOSS OF PROPERTY OWNERSHIP. IF YOU SIGN THIS AGREEMENT AND YOUR MARRIAGE IS SUBSEQUENTLY TERMINATED BY THE DEATH OF EITHER SPOUSE OR BY DIVORCE, ALL OR PART OF THE SEPARATE PROPERTY BEING CONVERTED TO COMMUNITY PROPERTY MAY BECOME THE SOLE PROPERTY OF YOUR SPOUSE OR YOUR SPOUSE'S HEIRS. IF YOU DO NOT SIGN THIS AGREEMENT, YOU GENERALLY CANNOT BE DEPRIVED OF OWNERSHIP OF YOUR SEPARATE PROPERTY ON TERMINATION OF YOUR MARRIAGE, WHETHER BY DEATH OR DIVORCE.

Grantor, for the Consideration, grants, gives, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, with the intent that the Property be converted to community property, to have and to hold it to Grantee and Grantee's heirs, executors, administrators, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through, or under Grantor, but not otherwise.

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

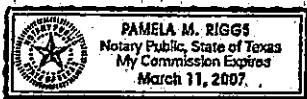
Lonnie Lee Robinson  
Lonnie Lee Robinson

Wiley Fay Robinson  
Wiley Fay Robinson

STATE OF TEXAS )

COUNTY OF MONTGOMERY )

This instrument was acknowledged before me on July 12, 2005, by Lonnie Lee Robinson and Wiley Fay Robinson.



Pamela M Riggs  
Notary Public, State of Texas  
My commission expires: March 11, 2007

PREPARED IN THE OFFICE OF AND  
AFTER RECORDING RETURN TO:

The Drew Law Firm PLLC  
14884 Highway 105 West  
Montgomery, Texas 77356  
Tel: (281) 252-9300  
Fax: (936) 588-1888

This instrument was prepared from information furnished by the parties and no examination has been made and no opinion given by the firm preparing the instrument as to the title to or the description of the property involved.

TRACT No. 6, SW corner of Hales 148.77 ac.

FIELD NOTES for a survey of 24.79 acres of land out of the Wilry Hales 148.77 acres in the J.J.Blackman Survey; A-6, west Tyler County, Texas.

AND DESCRIBED by Metes and Bounds as follows:

BEGINNING at the Southwest corner of the Wiley Hales 148.77 acre tract point for corner being in the center of Little Cypress Creek; a concrete monument on the east high bank, from which a Pine 8" dia.mkd.X, brs. N.80 E., 23.4 ft., and a Sweet Gum 12" dia.mkd.X, brs. N.69 E., 12 ft.

THENCE up the center of said Creek with meanders as follows:

- |                                 |                                |
|---------------------------------|--------------------------------|
| (1). N. 48-30' W., 52.00 ft.    | (2). S. 69-00 W., 61.00 ft.    |
| (3). S. 14-30' E., 89.00 ft.    | (4). S. 87-00 W., 98.00 ft.    |
| (5). N. 12-00 W., 87.00 ft.     | (6). N. 12-00 E., 126.00 ft.   |
| (7). N. 70-30' W., 144.00 ft.   | (8). N. 8-30' W., 93.00 ft.    |
| (9). N. 40-15' W., 393.00 ft.   | (10). N. 87-00 E., 200.00 ft.  |
| (11). N. 65-00 E., 53.00 ft.    | (12). N. 12-30' W., 110.00 ft. |
| (13). N. 72-00 W., 128.00 ft.   | (14). N. 34-30' E., 163.00 ft. |
| (15). N. 24-30' E., 20.63 feet, |                                |

to point for the NW corner of this 24.79 acres, a concrete monument on the east high bank from which a Pine 14" dia.mkd. X, brs. S.10 W., 20 ft.

THENCE South 89 - 06' East, with the south line of Tract No. 4, a distance of 1,198.94 feet, to a 4" concrete monument for corner in an open field.

THENCE South, with the west line of Tracts 4 & 5, a distance of 909.49 feet, to a concrete monument for the SE corner of this tract in the south line of the Hales 148.77 acres; from which a Beech 28" dia.mkd. X, brs. N.80-30 E., 9.5 ft.

THENCE North 88 - 14' West, with said south line, 835.49 feet, to the place of beginning; containing 24.7923 acres of land.

Livingston, Texas  
February 21, 1970

\* S E A L \*

*N.A.Coats*  
N.A.Coats, Registered Public Surveyor  
Registry No. 242

EXHIBIT "A"

THE STATE OF TEXAS  
COUNTY OF TYLER

I hereby certify that the foregoing instrument with its certificate of authentication was filed for record in my office on the 14 day of July 2005 at 2:45 o'clock P M. and was this day duly recorded at 9:00 A.M., in Vol. 811 Pages 560 at seq. OFFICIAL PUBLIC RECORDS of said County.

Witness my hand and official seal at office in Woodville this 15 day of July 2005



*Dorice Shroyer*  
Clerk,  
County Court, Tyler County, Texas

By *Jean Jordan* Deputy

TEMPORARY CONSTRUCTION EASEMENT

STATE OF TEXAS

§

§

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF TYLER

§

§

This Temporary Construction Easement Agreement (this "Agreement") is made on the 6th day of January, 2025, in Tyler County, Texas, between Elizabeth Hales, whose address is 3397 Wiley Hales Rd Woodville, Tx 75979 (hereinafter referred to as "Grantor"), and the County of Tyler, Precinct 2, whose address is 205 North Charlton, Woodville, Texas, 75979 (hereinafter referred to as "Grantee").

- 1. For the good and valuable consideration described in Paragraph 2 below, Grantor hereby GRANTS, SELLS and CONVEYS to Grantee, its successors and assigns, a temporary construction easement and right-of-way (the "Easement") on, over, under, and across the following described property of the Grantor, to wit:

Being all that certain tract, piece or parcel of land lying and being situated in the County of Tyler, State of Texas, depicted in Exhibit A attached hereto and made a part hereof for all purposes (the "Property").

- 2. This Easement and the rights and privileges herein conveyed are granted for and in consideration of the sum of ONE AND NO/100 Dollars (\$1.00) and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt and sufficiency of which is hereby acknowledged and confessed.
- 3. The Easement and the rights and privileges, shall be used by Grantee only for construction purposes, namely for the purpose of temporary storing of supplies, trucks, construction vehicles, construction equipment and utility equipment and related facilities on and within the property, and for the purpose of traversing on, over and across the Property in connection with the proposed project to construct and install public improvements either within an adjoining area or within the Property (the "Project").
- 4. This Agreement and the Easement shall be in effect from the date construction begins on the Project and shall expire upon completion of construction of the Project or one (1) year from the date of execution hereof, whichever occurs first.
- 5. Grantee expressly agrees to return the Property to like or better condition, or as close thereto as is reasonably possible.
- 6. Grantor and Grantor's heirs, personal representatives, successors, and assigns are and shall be bound to WARRANT and FOREVER DEFEND the Easement and the rights conveyed in this Agreement to Grantee and Grantee's successors and assigns, against every person lawfully claiming or to claim all or any part thereof.
- 7. The Easement, and the rights and privileges granted by this agreement, are EXCLUSIVE to Grantee for the duration of this instrument, and Grantor covenants not to convey any other easement, license or other conflicting rights to use the Property (or any portion of the Property) covered by this grant for the duration of this Agreement.
- 8. This Agreement contains the entire agreement between the parties relating to its subject matter. Any oral representations or modifications concerning this instrument shall be of no force and effect. Any subsequent amendment or modification must be in writing and agreed to by all parties.
- 9. The terms of this Agreement shall be binding upon Grantor, and Grantor's heirs, personal representatives, successors, and assigns; shall bind and inure to the benefit of the Grantee and any successors or assigns of Grantee; and shall be deemed to be a covenant running with the land.

IN WITNESS WHEREOF, Grantor and Grantee have caused this instrument to be executed on the dates set forth herein.

GRANTOR:

ELIZABETH Hales

By: Elizabeth Hales

Name: \_\_\_\_\_

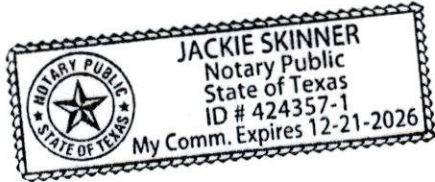
Title: \_\_\_\_\_

STATE OF TEXAS §

§

COUNTY OF Tyler §

This instrument was acknowledged before me on this the 6<sup>th</sup> day of January, 2025,  
by Elizabeth Hales, Woodville, TX.



Jackie Skinner  
Notary Public, State of Texas

GRANTEE:

Tyler County, Texas, Precinct 2

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF TEXAS       §

§

COUNTY OF TYLER     §

This instrument was acknowledged before me on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
by \_\_\_\_\_, Commissioner of Tyler County, Precinct 2, Texas, on behalf of said  
County.

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Assistant District Attorney

01-2726  
WARRANTY DEED

Grantor: Hugh Lee Hales and wife, Elizabeth K. Hales  
 Grantor's Mailing Address: 3397 Wiley Hales Road, Woodville, TX 75979  
 Grantor's County: Tyler County, Texas

Grantee: Hugh Lee Hales and Elizabeth K. Hales (or their successors),  
 Trustee of the Hugh Lee Hales and Elizabeth K. Hales Family Trust  
 dated July 18, 2001  
 Grantee's Mailing Address: 3397 Wiley Hales Road, Woodville, TX 75979  
 Grantee's County: Tyler County, Texas

Consideration: Ten (\$10.00) Dollars and other valuable consideration

Property: All of that certain real estate lying and being situated in Tyler County, Texas more particularly described as follows:

Tract 1

Being 24.81 acres out of the Wiley Hales 155 acre tract (by restmvoiy 148.77 acres) located in the J.J. Blackman Survey, Abstract 6 in Tyler County, Texas, and being a portion of the tract conveyed to Wiley Hales by E. Tucker et ux by deed dated December 9, 1929, recorded in Volume 67, page 144 of the Deed Records of Tyler County, Texas; and the said 24.81 acre tract is the same property and is more particularly described in Exhibit A (which is made a part hereof for all intents and purposes) in the Deed from Wiley Hales and wife, Ida Dell Hales to Hugh Lee Hales dated 17 July 1970 and recorded in Volume 270, Page 68 of the Deed Records of Tyler County, Texas

Tract 2

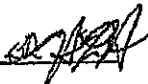
BEING 39.342 acres, more or less, in the S.T. BELT SURVEY, ABSTRACT NO. 58 in Tyler County, Texas and is the same property and is more particularly described on the Exhibit 'A' (which is made a part hereof for all intents and purposes) in the Deed from Kenneth Swearingen and Cherry Kay Lansford to Hugh L. Hales and wife, Elizabeth K. Hales dated 8 March 1996 is recorded in Volume 598, Page 375 in the Deed Records of Tyler County, Texas.

SAVE & EXCEPT from this Tract 2 all oil, gas and other minerals and/or royalties, in, on, under or that may be produced from the above described tract with rights of ingress, egress and regress for purposes of removing and extracting the same therefrom that have been reserved by prior grantors..

Tract 3

Being 71.167 acres of land, more or less, out of and a part of the J. J. Blackman Survey, Abstract No. 6, Tyler County, Texas, and being the same property conveyed to Grantors by Bobbie W. Dengler by Deed dated 2 December 1999 recorded in Volume 668, Page 366 of the Deed Records of Tyler County, Texas and is more particularly described by metes and bounds on the Exhibit 'A' of said deed from Bobbie W. Dengler and is made a part hereof for all intents and purposes.

Warranty Deed  
 Hugh Lee Hales and Elizabeth K. Hales to  
 Hugh Lee Hales and Elizabeth K. Hales Family Trust  
 Page 1 of 3 Pages

Initials: 

Tract 4

An easement over and across the following described way in Tyler County, Texas, to-wit:

BEGINNING at an iron rod set in the North line of Grantor's 48 1/3 acre tract in the S.T. BELT SURVEY, ABSTRACT NO. 58 in Tyler County, Texas said point being in a South line of a 40 acre tract in said S.T. Belt Survey, (known as the Cliburn Place), said iron rod located 357.0 Feet West of the N.E. Corner of Grantor's 48 1/3 acre tract in said S.T. Belt Survey;

THENCE South 15° 00' W. 858.0 feet to an iron rod in the South line of Grantor's 48 1/3 acre tract and in the North right-of-way line of said Bethany Road and the South line of Grantor's 48 1/3 acre tract in the S.T. Belt Survey;

THENCE West with the North right-of-way line of said Bethany Road 35.0 feet to an iron rod for corner in the North right-of-way line of said Bethany Road and the South line of Grantor's 48 1/3 acre tract in the S.T. Belt Survey;

THENCE North 15° 00' East along a line parallel to and 35 feet from the second line described above 858.0 feet to an iron rod for corner in the North line of Grantor's 48 1/3 acre tract and the South line of Grantees 40 acre tract (the Cliburn Place) out of the S.T. Belt Survey;

THENCE East with the North line of Grantor's 48 1/3 acre tract and the South line of Grantee's 40 acre tract, 35 feet to the PLACE OF BEGINNING, containing 0.69 acres of land, more or less.

Together with rights of ingress, egress and regress in, over and across said property by way of foot, automobile, or other means of transport, however, the easement herein conveyed shall be in common with the undersigned, their heirs and assigns forever.

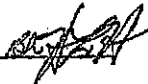
Save and except all the oil, gas and other minerals and/or royalties in, on under, or that may be produced from the above described easement that were reserved by prior grantors.

This easement being the same as received by Grantors from George Downing and wife, Floy Downing dated 18 March 1996 and recorded in Volume 598, Page 379 of the Deed Records of Tyler County, Texas.

Reservations from and Exceptions to Warranty:

- (1) All recorded easements, restrictions and reservations affecting the use and occupancy of the herein described property, prior reservations as to Oil, Gas and other Minerals, and any Oil and Gas Leases; and the zoning laws and other restrictions, regulations, ordinances and statutes of municipal or other governmental authorities applicable to and enforceable against the described premises.
- (2) FURTHER RESERVATION AND EXCEPTION: The FAMILY TRUST is a revocable intervivos trust created under Section 112.033 of the Texas Trust Code. Grantors retain all homestead rights under the Texas Property Code and the Texas Tax Code in and to the property herein described.

Warranty Deed  
Hugh Lee Hales and Elizabeth K. Hales to  
Hugh Lee Hales and Elizabeth K. Hales Family Trust  
Page 2 of 3 Pages

Initials: 



Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

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

Executed this 18 day of July, 2001

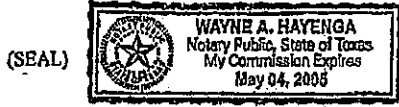
Hugh Lee Hales  
Hugh Lee Hales

Elizabeth K. Hales  
Elizabeth K. Hales

(Acknowledgment)

State of Texas  
County of Brazos

This instrument was acknowledged before me on the 18 day of July, 2001 by Hugh Lee Hales and Elizabeth K. Hales.



Wayne A. Hayenga  
Notary Public, State of Texas

This deed has been prepared from information furnished by the parties and no examination has been made and no opinion given by the firm preparing this instrument as to the title to or the description of the property involved.

AFTER RECORDING RETURN TO:  
Hugh Lee Hales, Trustee  
3397 Wiley Hales Road  
Woodville, TX 75979

PREPARED IN THE LAW OFFICE OF:  
Wayne A. Hayenga, Inc.  
4103 Tanglewood Drive  
Bryan, TX 77802  
(979) 846-2871

Warranty Deed  
Hugh Lee Hales and Elizabeth K. Hales to  
Hugh Lee Hales and Elizabeth K. Hales Family Trust  
Page 3 of 3 Pages

THE STATE OF TEXAS  
COUNTY OF TYLER :

I hereby certify that the foregoing instrument with its certificate of authentication was filed for record in my office on the 23 day of July, 2001 at 10:15 o'clock A.M. and was this day duly recorded at 9:00 A.M., in Vol. 698 Pages 821 at seq. OFFICIAL PUBLIC RECORDS of said County.

24 Witness my hand and official seal at office in Woodville this 24 day of July, 2001.



Donna Gregory Clerk,  
County Court, Tyler County, Texas

By Kear Jordan Deputy

TEMPORARY CONSTRUCTION EASEMENT

STATE OF TEXAS                                     §  
   §     **KNOW ALL MEN BY THESE PRESENTS**  
 COUNTY OF TYLER                                   §  
   §

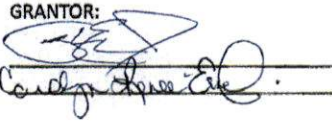
This Temporary Construction Easement Agreement (this "Agreement") is made on the 6<sup>th</sup> day of January, 2025, in Tyler County, Texas, between Carolyn Renee Ermel, whose address is 7314 Avalon Ct. Pasadena, TX 77505 (hereinafter referred to as "Grantor"), and the County of Tyler, Precinct 2, whose address is 205 North Charlton, Woodville, Texas, 75979 (hereinafter referred to as "Grantee").

1. For the good and valuable consideration described in Paragraph 2 below, Grantor hereby GRANTS, SELLS and CONVEYS to Grantee, its successors and assigns, a temporary construction easement and right-of-way (the "Easement") on, over, under, and across the following described property of the Grantor, to wit:

Being all that certain tract, piece or parcel of land lying and being situated in the County of Tyler, State of Texas, depicted in **Exhibit A** attached hereto and made a part hereof for all purposes (the "Property").

2. This Easement and the rights and privileges herein conveyed are granted for and in consideration of the sum of ONE AND NO/100 Dollars (\$1.00) and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt and sufficiency of which is hereby acknowledged and confessed.
3. The Easement and the rights and privileges, shall be used by Grantee only for construction purposes, namely for the purpose of temporary storing of supplies, trucks, construction vehicles, construction equipment and utility equipment and related facilities on and within the property, and for the purpose of traversing on, over and across the Property in connection with the proposed project to construct and install public improvements either within an adjoining area or within the Property (the "Project").
4. This Agreement and the Easement shall be in effect from the date construction begins on the Project and shall expire upon completion of construction of the Project or one (1) year from the date of execution hereof, whichever occurs first.
5. Grantee expressly agrees to return the Property to like or better condition, or as close thereto as

IN WITNESS WHEREOF, Grantor and Grantee have caused this instrument to be executed on the dates set forth herein.

GRANTOR:  
  
\_\_\_\_\_

By: \_\_\_\_\_

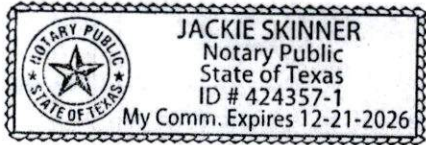
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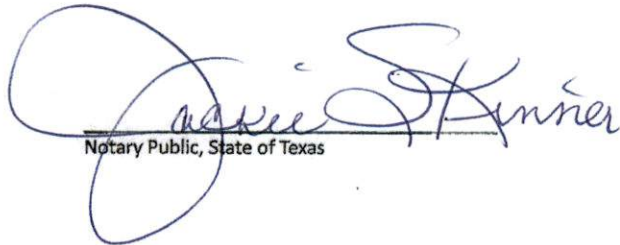
Title: \_\_\_\_\_

STATE OF TEXAS §

§  
COUNTY OF Tyler §

This instrument was acknowledged before me on this the 6<sup>th</sup> day of January, 2025  
by Carolyn Ermel of Pasadena, TX.



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

Document Information

key 2022 00001192 Posting Date 03 29 2022 \*IMAGED Last Change 03 29 2022

Book  Volume  Page  Number of Pages  Cert

File Date    Time

Filed By

Clerk #  Instrument Date

Instrument Type  DEED (SWD,QCD,SUB TRUSTEE'S DEED,ETC)

Lot/Abs  Blk/Trt  Sub/Sur  Plat  Acres

Property Desc.

Name

Address

City/ST/Zip    +

Delivery Date     Print Mailing Label

Reference Volume  Page  Clerk #  Clerk Year





TEMPORARY CONSTRUCTION EASEMENT

STATE OF TEXAS

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KNOW ALL MEN BY THESE PRESENTS

COUNTY OF TYLER

§

§

This Temporary Construction Easement Agreement (this "Agreement") is made on the 15<sup>th</sup> day of January 2025 in Tyler County, Texas, between Wiley Fay Robinson, whose address is 300009 Highland Blvd, Magnolia, Tx (hereinafter referred to as "Grantor"), and the County of Tyler, Precinct 2, whose address is 205 North Charlton, Woodville, Texas, 75979 (hereinafter referred to as "Grantee").

77354

1. For the good and valuable consideration described in Paragraph 2 below, Grantor hereby GRANTS, SELLS and CONVEYS to Grantee, its successors and assigns, a temporary construction easement and right-of-way (the "Easement") on, over, under, and across the following described property of the Grantor, to wit:

Being all that certain tract, piece or parcel of land lying and being situated in the County of Tyler, State of Texas, depicted in Exhibit A attached hereto and made a part hereof for all purposes (the "Property").

2. This Easement and the rights and privileges herein conveyed are granted for and in consideration of the sum of ONE AND NO/100 Dollars (\$1.00) and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt and sufficiency of which is hereby acknowledged and confessed.
3. The Easement and the rights and privileges, shall be used by Grantee only for construction purposes, namely for the purpose of temporary storing of supplies, trucks, construction vehicles, construction equipment and utility equipment and related facilities on and within the property, and for the purpose of traversing on, over and across the Property in connection with the proposed project to construct and install public improvements either within an adjoining area or within the Property (the "Project").
4. This Agreement and the Easement shall be in effect from the date construction begins on the Project and shall expire upon completion of construction of the Project or one (1) year from the date of execution hereof, whichever occurs first.
5. Grantee expressly agrees to return the Property to like or better condition, or as close thereto as is reasonably possible.
6. Grantor and Grantor's heirs, personal representatives, successors, and assigns are and shall be bound to WARRANT and FOREVER DEFEND the Easement and the rights conveyed in this Agreement to Grantee and Grantee's successors and assigns, against every person lawfully claiming or to claim all or any part thereof.
7. The Easement, and the rights and privileges granted by this agreement, are EXCLUSIVE to Grantee for the duration of this instrument, and Grantor covenants not to convey any other easement, license or other conflicting rights to use the Property (or any portion of the Property) covered by this grant for the duration of this Agreement.
8. This Agreement contains the entire agreement between the parties relating to its subject matter. Any oral representations or modifications concerning this instrument shall be of no force and effect. Any subsequent amendment or modification must be in writing and agreed to by all parties.
9. The terms of this Agreement shall be binding upon Grantor, and Grantor's heirs, personal representatives, successors, and assigns; shall bind and inure to the benefit of the Grantee and any successors or assigns of Grantee; and shall be deemed to be a covenant running with the land.

IN WITNESS WHEREOF, Grantor and Grantee have caused this instrument to be executed on the dates set forth herein.

GRANTOR:

Wiley Jay Robinson

By: \_\_\_\_\_

Name: \_\_\_\_\_

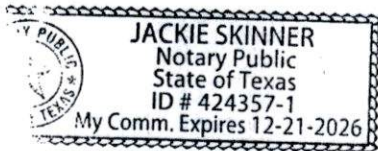
Title: \_\_\_\_\_

STATE OF TEXAS §

§

COUNTY OF Tyler §

This instrument was acknowledged before me on this the 6<sup>th</sup> day of January, 2025,  
by \_\_\_\_\_ of \_\_\_\_\_.



Jackie Skinner  
Notary Public, State of Texas

GRANTEE:

Tyler County, Texas, Precinct 2

By: Doug Hughes

Name: Doug Hughes

Title: Commissioner, Precinct #2

STATE OF TEXAS §

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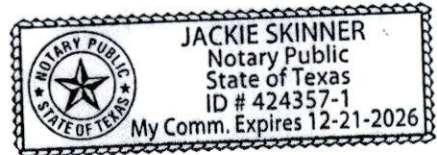
COUNTY OF TYLER §

This instrument was acknowledged before me on this the 6<sup>th</sup> day of January, 2025  
by Doug Hughes, Commissioner of Tyler County, Precinct 2, Texas, on behalf of said  
County.

  
Notary Public, State of Texas

APPROVED AS TO FORM:

\_\_\_\_\_  
Assistant District Attorney



688  
1981

01-27-26

Dr. Hugh Lee Holton  
Elizabeth K. Holton

To

Dr. Hugh Lee Holton, Elizabeth K. Holton Living Trust

Re: Hugh Lee Holton  
3397 Wilcox Holton Rd.  
Woodville, Tex 75979