

CORRECTION ROADWAY EASEMENT

FILED
HAYS COUNTY, TEXAS
at 2:53 o'clock P.M.

OCT 04 2017

This Correction Roadway Easement is made in place of and to correct a Roadway Easement executed by New Canaan Farms, Inc. dated December 22, 2014 recorded under Document No. 14037851, Volume 5101, Pages 210-214, Official Public Records of Hays County, Texas. By mistake the prior Easement was conveyed by the wrong entity, when, in truth and fact, should have been conveyed by NCF-290 Property, LLC. This Correction Roadway Easement is made to correct that mistake, is effective on that date and in all other respects confirms the former Roadway Easement.

STATE OF TEXAS
COUNTY OF HAYS

KNOW ALL MEN BY THESE PRESENTS:

1. Grant of Easement: NCF-290 PROPERTY, LLC, hereinafter referred to as "Grantor", for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has GRANTED, SOLD and CONVEYED, and by these presents does hereby GRANT, SELL AND CONVEY unto BELLA VERDI FARMS, L.L.C., a Texas Limited Liability Company, herein referred to as "Grantee," and Grantee's successors an access easement and right-of-way and the free and uninterrupted use, easement and liberty of passing upon and across the following described property of the Grantor:

Lot 1, K-BAR-MAC, a subdivision recorded in Volume 5, Page 345, Hays County Plat Records ("Grantor's Property").

The easement and right-of-way hereby conveyed shall be a 60 (60) foot wide strip of land upon, over, through and across that portion of Grantor's Property (the "Easement Tract"), being more particularly described by metes and bounds in **Exhibit "A"** attached hereto and incorporated herein for all purposes.

2. Grantee's Property: The easement granted hereby shall be for the purposes of providing pedestrian and vehicular ingress and egress along the Easement Tract and for easements for utility services upon, over and across the Easement Tract for the benefit of the following described tract or parcel of land owned by Grantee (the "Grantee's Property"):

Lot 2 BA-I of the Re-subdivision of Lot 2A and 2BA of K-BAR-MAC, a subdivision in Hays County, Texas.

3. Character of Easement: The easement granted herein is appurtenant to the Grantee's Property.

4. Duration of Easement: Anything contained herein to the contrary notwithstanding, the right-of-way, easement, rights and privileges herein granted shall be perpetual. The

Easement contained herein may only be assigned by Grantee to the successive owners of Grantee's property. Grantor hereby binds itself, its heirs and legal representatives, to WARRANT AND DEFEND during the term of the easement the above described easement and rights unto Grantee and its successors, against every person whomsoever lawfully claiming or to claim the same or any part thereof except as to any reservations from conveyance or exceptions to warranty contained herein to the extent that such claim arises by, through or under Grantor but not otherwise.

5. Nonexclusive: The easement, rights, and privileges granted herein are nonexclusive, and Grantor reserves and retains the rights to use the easement for roadway access to Grantor's property in common with Grantee and convey similar rights and easements to such other persons as Grantor may deem proper.

6. Reservation of Rights: Grantor reserves for Grantor and Grantor's heirs, successors, and assigns the right to continue to use and enjoy the surface of the Easement Tract for all purposes that do not interfere with or 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.

7. Improvement and Maintenance of Easement Property: Improvement and maintenance of the Easement Property will be at the sole expense of Grantee. Grantee must maintain the Easement Property in a neat and clean condition. Grantee must maintain the existing road with all culverts, bridges, drainage ditches, sewer facilities, and similar or related utilities and facilities under or across the Easement Tract (collectively, the "Road Improvements"). All matters concerning the maintenance of the Road Improvements are to be carried out only with prior written approval from Grantor.

8. Equitable Rights of Enforcement: This Easement may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm, and will be obtainable only by the parties to or those benefitted by this agreement; provided, however the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.

9. Attorney's Fees: If either party retains an attorney to enforce this agreement, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.

10. Choice of Law: This agreement will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in the county in which the Easement Tract is located.

11. Waiver of Default: It is not a waiver of or consent to default if the non-defaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this agreement does not preclude pursuit of other remedies in this agreement or provided by law.

12. Further Assurances: Each signatory party agrees to execute and deliver any additional documents and instruments and to perform any additional acts necessary or appropriate to perform the terms, provisions, and conditions of this agreement and all transactions contemplated by this agreement.

13. Indemnity: Grantee, its heirs and assigns, agree to indemnify, defend, and hold harmless Grantor from any loss, attorney's fees, expenses, or claims which Grantor may incur as a result of this grant of easement to Grantee or the use of the easement by Grantee or Grantee's guests, employees or invitees.

14. Binding Effect: This instrument and all terms, provisions and obligations hereof shall be covenants running with Grantor's Property and shall inure to the benefit of and be binding upon Grantor and Grantee, and their respective heirs, executors, administrators, successors and assigns.

Notice: By the execution and acceptance of this deed, Grantor and Grantee acknowledge that the preparer of this instrument (1) has not ordered or examined title to the property, (2) has made no other independent investigation of the title to the property but has prepared this instrument based on information and documents furnished to the preparer, and (3) the preparer makes no representation or warranty, express or implied, regarding the property or the validity or quality of its title.

Executed this 21 day of September, 2017 to be Effective December 22, 2014.

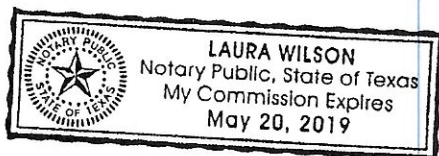
NCF-290 PROPERTY, LLC
A Texas limited liability company

By: Cynthia K. Figer
Cynthia K. Figer, Member/Manager

STATE OF TEXAS
COUNTY OF Travis

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*

This instrument was acknowledged before me on SEPTEMBER 21, 2017 by Cynthia K. Figer, Member/Manager of NCF-290 PROPERTY, LLC, a Texas limited liability company, on behalf of said company.



Laura Wilson
Notary Public, State of Texas

Schedule A
1/2

STATE OF TEXAS
COUNTY OF HAYS

EASEMENT - LOT 1
K-BAR-MAC

DESCRIPTION

DESCRIPTION OF A 60 FOOT WIDE INGRESS-EGRESS EASEMENT OUT OF LOT 1, K-BAR-MAC, A SUBDIVISION OF RECORD IN VOLUME 5, PAGE 343, OF THE PLAT RECORDS OF HAYS COUNTY, TEXAS, CONVEYED TO THE COUNTY OF HAYS, TEXAS, BY DEED OF RECORD IN VOLUME 950, PAGE 399, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, SAID 60 FOOT WIDE EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 3/4 inch iron rod found in the north right-of-way line of U.S. Highway 290 for the southwest corner of a Lot 2A, K-Bar-Mac, a subdivision of record in Volume 7, Page 327 & 328, of the Plat Records of Hays County, Texas, same being the southeast corner of said Lot 1, and the southeast corner of the herein described easement;

THENCE, with the north right-of-way line of said U.S. Highway 290, a curve to the left having a radius of 2924.93 feet, an arc distance of 61.26, a central angle of 01° 12' 00", and a chord which bears S 77° 56' 03" W, 61.26 feet to a point for the southwest corner of the herein described easement;

THENCE, N 00° 20' 49" W, across said Lot 1, 345.00 feet to a point for the northwest corner of the herein described easement;

THENCE, N 89° 38' 41" E, across said Lot 1, 60.00 feet to a point in the east line of said Lot 1, same being the southernmost line of said Lot 2A, for the northeast corner of the herein described easement;

THENCE, S 00° 20' 19" E, with the common line between said Lot 1 and said Lot 2A, 331.33 feet to the POINT OF BEGINNING.

Description accompanied by sketch.

Surveyed by: Staudt Surveying, Inc.

P.O. Box 1273

Dripping Springs, Texas 78620

512-858-2236



Thomas E. Staudt

Registered Professional Land Surveyor No. 3984

Date 1/30/04

Job No. S04007e

EXHIBIT "A"