

EASEMENT AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF WALKER §

THIS EASEMENT AGREEMENT is made this 11TH day of MAY, 2016 by and between **GILBREATH & COMPANY**, a Texas corporation ("Grantor") and **GILBREATH HOLDINGS, LLC** ("Grantee"):

RECITALS:

A. Grantor is the fee simple owner of the real property described in Exhibit "A" attached hereto and made a part hereof (the "Property").

B. Grantor wishes to grant Grantee an easement over a portion of the Property as set forth herein.

NOW THEREFORE, in consideration of the sum of \$100.00 and other good and valuable consideration, Grantor does hereby grant unto Grantee an easement upon the terms and conditions as follows:

1. Grantor grants Grantee an easement over the Property for the purpose of maintaining, operating, rebuilding, replacing, relocating and removing Grantee's existing or future free-standing, advertising signs and structures, including supporting structures, illumination facilities and connections, service ladders and other appurtenances thereon (the "Sign Structures") that is currently (or will be) located on the Property. Grantor also grants Grantee the right to cross the Property and that Property adjacent to the Property owned by Grantor with electrical, cable, telecommunication, and/or other utility lines or structures, together with appurtenant facilities and pedestrian and vehicular ingress and egress as required.

2. Grantee's Sign Structures, as it exists, or as the same may be built, replaced, repaired or relocated, shall remain the property of Grantee, its successors and/or assigns. Grantee, or its agents and/or assigns, at its sole cost and expense, shall from time to time obtain all necessary permits for the construction and maintenance of Grantee's Sign Structure. All sign permits shall remain the property of Grantee, its successors and/or assigns. Grantor grants Grantee the right to modify the Sign Structure and/or use the Sign Structure for other purposes including, without limitation, the ability to accommodate the broadcast and/or reception of telephone, cable, radio, television, broadband, light emitting diode, or other forms of communications.

3. Grantor grants unto Grantee, its successors and assigns, the easement and right to locate and relocate the Sign Structure onto the Property at or near the right-of-way of the road adjacent to the Property (the "ROW") so as to achieve optimum visibility to the traveling public. Any relocation of the Sign Structure shall not be placed in a building improvement (paved parking areas shall not be considered building improvements) or in such a manner as to

adversely affect the vehicular access to and from the Property and the adjoining ROW as determined in the sole opinion of Grantee.

4. Grantor grants unto Grantee, its successors and assigns, the easement and right to trim, cut, or remove brush, trees, shrubs, or any vegetation or obstruction of any kind which may (i) limit or impair the use of the Sign Structure or any other improvements of Grantee, its successors or assigns, (ii) limit or impair the visibility of the Sign Structure or any other improvements of Grantee, its successors or assigns to the traveling public, or (iii) encroach upon the Property.

5. The easements and rights contained herein shall be assignable in whole and/or in part at any time and by one or more assignments by Grantee.

6. These easements shall be perpetual.

7. The easements, rights and privileges reserved in this conveyance are exclusive, and Grantor for itself, its successors and assigns, covenants not to convey any other easement or conflicting rights in the Property.

8. The provisions of paragraphs (1) through (7) of this instrument are hereby declared to be severable, and if any of such paragraphs are judicially held by a court of competent jurisdiction to be invalid, void, or otherwise unenforceable, all the remaining provisions shall remain in full force and effect, as if this instrument had been executed without any invalid provisions having been included.

9. Grantee shall hold harmless, defend and indemnify Grantor, its successors and assigns, against any suits, liabilities, claims, demands, or damages, including but not limited to, personal injuries and attorney's fees, arising from Grantee's negligence or willful misconduct in the exercise of its easement rights retained herein.

EXECUTED as of the day and year first written above.

GRANTOR:

GILBREATH & COMPANY

By: 
BRETT E. GILBREATH, PRESIDENT

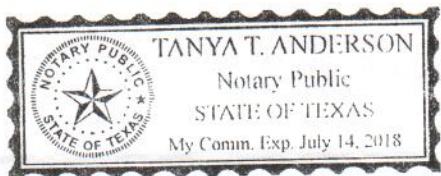
GRANTEE:

GILBREATH HOLDINGS, LLC

By: 
BRETT E. GILBREATH, MANAGER

THE STATE OF TEXAS §
COUNTY OF Galveston §

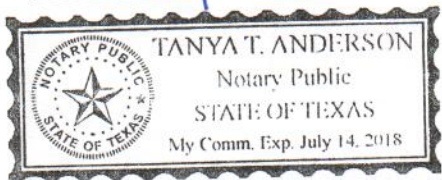
This instrument was acknowledged before me by BRETT E. GILBREATH, President of GILBREATH & COMPANY, a Texas Corporation, this 11th day of May, 2016.



Tanya T. Anderson
Notary Public, State of Texas

THE STATE OF TEXAS §
COUNTY OF Galveston §

This instrument was acknowledged before me by BRETT E. GILBREATH, Manager of GILBREATH HOLDINGS LLC, a Texas Limited Liability Corporation, this 11th day of May, 2016.



Tanya T. Anderson
Notary Public, State of Texas

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00020898	OR	1221	517

**EXHIBIT "A" of Easement Agreement
PROPERTY**

RONALD L.

Lange

Registered Professional Surveyor

1224 University Avenue
Suite 201

(936) 295-1352
Huntsville, Texas 77340

A tract of land containing 0.54 acres being situated in the ELIHU DAVIDS Survey, Abstract number 157 of Walker County, Texas, being within the corporate limits of the City of Huntsville, being that tract of land described in that deed from Leonard Taylor and wife, Bettie Taylor to Leonard Harvey Taylor as recorded in Volume 372, Page 105 of the Deed Record of said county, being also described in that Affidavit of Heirship on the Estate of Bettie Irene Taylor as recorded in Volume 1094, Page 279 of the Official Record of said county. Said 0.54 acre being more particularly described as follows:

BEGINNING at a found steel rod for the north corner of that tract of land herein described, marking the northeast corner of the LEXINGTON as recorded in Volume 4, Page 26 of the Plat Record of said county, being on the southwest right of way for Interstate Highway 45;

THENCE South 61 degrees 54 minutes 02 seconds East with the northeast line of that tract of land herein described and said southwest right of way for Interstate Highway 45, a distance of 334.85 feet to a found steel rod for the east corner of that tract of land herein described, marking the northeast corner of the J. Nelson tract as recorded in Volume 297, Page 320 of the Official Record of said county;

THENCE South 89 degrees 04 minutes 26 seconds West with the south line of that tract of land herein described and the north line of said Nelson tract, a distance of 288.76 feet to a found axle for the southwest corner of that tract of land herein described, being on the east line of said LEXINGTON tract;

THENCE North 2 degrees 20 minutes 54 seconds West with the west line of that tract of land herein described and said east line of the LEXINGTON, a distance of 162.52 feet to the PLACE OF BEGINNING containing 0.54 acres.

Filed for Record in:
Walker County

On: May 17, 2016 at 09:38A

As a
Recording

Document Number: 00020898

Amount: 42.00

Receipt Number - 106641

By:
Haren Gladden

STATE OF TEXAS

COUNTY OF WALKER

I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the named records in Walker County as stamped hereon by me.

May 17, 2016

Kari A. French, Walker County Clerk
Walker County