

**AMENDED AND RESTATED EASEMENT AGREEMENT**

**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.**

DATE: November 28th, 2023

PARTIES: This Amended and Restated Easement Agreement (this "Agreement") is made and entered into on the above stated date by and between EPEMELIUS MORRIS (the "Grantor"), and VANCE GARVEY and wife, NICOLE GARVEY (collectively, the "Grantee"), whose mailing address is 21905 Blue Water Road, Chandler, TX 75758

AMENDED AND RESTATED AGREEMENT: This Amendment amends and restates in its entirety that certain Easement Agreement dated March 17, 2021, by and between the Grantor and Velda Kay Johnson, recorded on March 31, 2021, as Document Number 202101012022 in the Official Records of Smith County, Texas (the "Original Agreement"). The Grantee is the successor-in-interest to that certain real property previously owned by Velda Kay Johnson (defined below as the Grantee's Property) and subject to the Original Agreement. The Original Agreement is hereby repealed in all respects and the terms of this Agreement shall prevail and control over the terms of the Original Agreement.

GRANT OF EASEMENT: For TEN AND NO/100 (\$10.00) DOLLARS, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor grants to the Grantee, their heirs and assigns, a non-exclusive easement upon, across, in, and under the real property of the Grantor being that certain called 6 acre tract described as First Tract, in Volume 1340, Page 552, of the Deed Records of Smith County, Texas (the "Easement").

LOCATION OF EASEMENT: The Easement shall be along and across the northern-most ten (10) feet of the above-described property of the Grantor and is more particularly described as follows:

BEING a ten (10) feet wide access easement being located in the Don Thomas Quevado Seven League Grant Abstract 18, Smith County, Texas, and being part of that certain called 6 acre tract described as First Tract, in Volume 1340, Page 552, of the Deed Records of Smith County, Texas, said easement to be more particularly described by metes and bounds as follows:

BEGINNING at a ½" iron rod (found) at the northwest corner of the above mentioned 6 acre tract, being the northeast corner of that certain called 152.50 acre tract as described in instrument No. 2014100053185, and being in the south boundary line of that certain called 33.869 acre tract described as the First Tract in Volume 1340, Page 552;

THENCE North 89 deg. 38 min. 27 sec. East, for a distance of 68.96 feet, with the north boundary line of said 6 acre tract, being the south boundary line of said 33.869 acre tract to a 3/8" iron rod (found) at the southeast corner of said 33.869 acre tract, being the southwest corner of that certain called 53 44/100 acre tract as described in Volume 146, Page 197;

THENCE North 89 deg. 17 min. 39 sec. East for a distance of 900.10 feet continuing with the north boundary line of said 6 acre tract, being the south boundary line of the above mentioned 53 44/100 acre tract, to a ¾" iron pipe (found) at the north corner of said 6 acre tract;

THENCE South 00 deg. 40 min. 52 sec. East for a distance of 10.00 feet, with the east boundary line of said 6 acre tract to a point for corner in same;

THENCE South 89 deg. 19 min. 03 sec. West, for a distance of 969.07 feet over and across said 6 acre tract, to a point for corner in the west boundary line of said 6 acre tract, being the east boundary line of the above mentioned 152.50 acre tract;

THENCE North 00 deg. 40 min. 52 sec. West for a distance of 10.00 feet with the west boundary line of said 6 acre tract, being the east boundary line of said 152.50 acre tract to the place of beginning.

Bearings are based on the west boundary line of that certain called 53 44/100 acre tract as described in Volume 146, Page 197 of the Deed Records of Smith County, Texas.

**PURPOSE OF EASEMENT:** The Easement shall benefit the real property of the Grantee being that certain 17.47 acres of land described in Document Number 202301011442 recorded on April 24, 2023, in the Official Records of Smith County, Texas (the "Grantee's Property"). The Easement, with its rights and privileges, shall be used only for the purpose of (i) pedestrian and vehicular ingress and egress between County Road 1131 and the Grantee's Property, and (ii) to erect, construct, install and lay, and thereafter access and use, operate, inspect, repair, alter, protect, maintain, replace, upgrade, parallel, add and remove electricity lines and water distribution lines that Grantee from time to time may require, consisting of but not limited to, pipes, cables, wires, conduits, manholes, drains, splicing boxes, vaults, surface location markers, equipment cabinets and associated wooden or concrete pads, aerial lines, poles and cables, including utility service if required to operate such systems necessary to serve Grantee's Property.

**DURATION OF EASEMENT:** This Easement shall be perpetual.

**WARRANTY OF TITLE:** The Grantor and the Grantor's heirs, personal representatives, successors, and assigns are and shall be bound to warrant and forever defend the Easement and rights conveyed in this Agreement to the Grantee and the Grantee's heirs, personal representatives, successors, and assigns, against every person lawfully claiming or to claim all and any part of the interest in the Grantor's property.

**INDEMNITY:** The Grantee shall hold harmless, defend, and indemnify the Grantor against any suits, liabilities, claims, demands, or damages, including but not limited to personal injuries and attorney's fees, arising from the Grantee's exercise of easement rights granted by this Agreement.

**ENTIRE AGREEMENT:** This Agreement contains the entire agreement between the parties relating to its subject matter. Any oral representations or modifications concerning this Agreement shall be of no force and effect. Any subsequent amendment or modification must be in writing and agreed to by both parties.

**DISPUTE EXPENSES AND ATTORNEY'S FEES:** If any controversy, claim, or dispute arises relating to this Agreement or its breach, the prevailing party shall be entitled to recover from the other party reasonable expenses, attorney's fees and costs.

**BINDING EFFECT:** This Agreement shall bind and inure to the benefit of the respective parties, their personal representatives, successors, and assigns.

[Signature Page and Acknowledgements Follow]

SIGNED this 28th day of November, 2023.

**EPEMELIUS MORRIS**

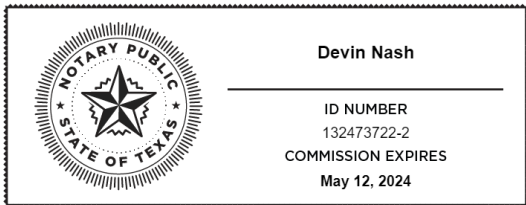
By:   
**DARRELL S. MORRIS**  
Her Attorney-In-Fact


  
**VANCE GARVEY**

  
**NICOLE GARVEY**

THE STATE OF TEXAS                   §  
  §  
  §  
COUNTY OF ~~HARRIS~~ Dallas       §

THIS INSTRUMENT was acknowledged before me on the 28th day of November, 2023, by **DARRELL S. MORRIS** as attorney-in-fact for EPEMELIUS MORRIS.



  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

Notarized online using audio-video communication

THE STATE OF ~~TEXAS~~ Virginia       §  
  §  
  §  
COUNTY OF Dinwiddie           §

THIS INSTRUMENT was acknowledged before me on the 28th day of November, 2023, by **VANCE GARVEY**.



  
Yaminah Lynette Knight  
Electronic Notary Public       7815930  
NOTARY PUBLIC IN AND FOR  
THE STATE OF ~~TEXAS~~ Virginia  
Expiration:   03/31/2027

Notarized online using audio-video communication

