

AGENDA PLACEMENT FORM

(Submission Deadline – Monday, 5:00 PM before Regular Court Meetings)

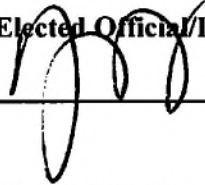
Date: July 23, 2024

Meeting Date: August 12, 2024

Submitted By: Julie Edmiston

Department: Public Works

Signature of Elected Official/Department Head:



<p>Court Decision: This section to be completed by County Judge's Office</p>  <p>8-12-24</p>

Description:
Consideration of Variance to allow Permitting on a 22.31 Acre Tract of Land with No County Road Frontage located in The Isaac Batterson Survey, Abstract No. 21, in Precinct 1.

(May attach additional sheets if necessary)

Person to Present: Jennifer VanderLaan

(Presenter must be present for the item unless the item is on the Consent Agenda)

Supporting Documentation: (check one) PUBLIC CONFIDENTIAL
(PUBLIC documentation may be made available to the public prior to the Meeting)

Estimated Length of Presentation: 10 minutes

Session Requested: (check one)
 Action Item Consent Workshop Executive Other _____

Check All Departments That Have Been Notified:
 County Attorney IT Purchasing Auditor
 Personnel Public Works Facilities Management

Other Department/Official (list) _____

**Please List All External Persons Who Need a Copy of Signed Documents
In Your Submission Email**



Johnson County Public Works Department

Jennifer VanderLaan / Director of Public Works

2 North Mill Street, Suite 305

Cleburne, Texas 76033

817-556-6380

VARIANCE REQUEST

Johnson County Subdivision Rules and Regulations outline what is required under the adopted Rules and Regulations. To request a variance for a deviation or exception to those Rules and Regulations for a lot or tract (ex: road frontage, etc.) please provide the following information.

Variance fee is \$120 per request. This request will be presented to the Commissioner's Court for their decision.

Name JASON AND MELISA GREENFIELD Date 7/19/24

Phone Number 817-228-8876

Email Address JASONGREENFIELDTRWD@ICLOUD.COM

Property Information for Variance Request:

Property 911 address TBD COUNTY ROAD 1102

Subdivision name N/A Block N/A Lot N/A

Survey ISAAC BATTERSON Abstract NO. 21 Acreage 22.31 & 0.95

Request TO ALLOW PERMITTING ON A PARCEL OF LAND WITH NO DEDICATED ROAD FRONTAGE.

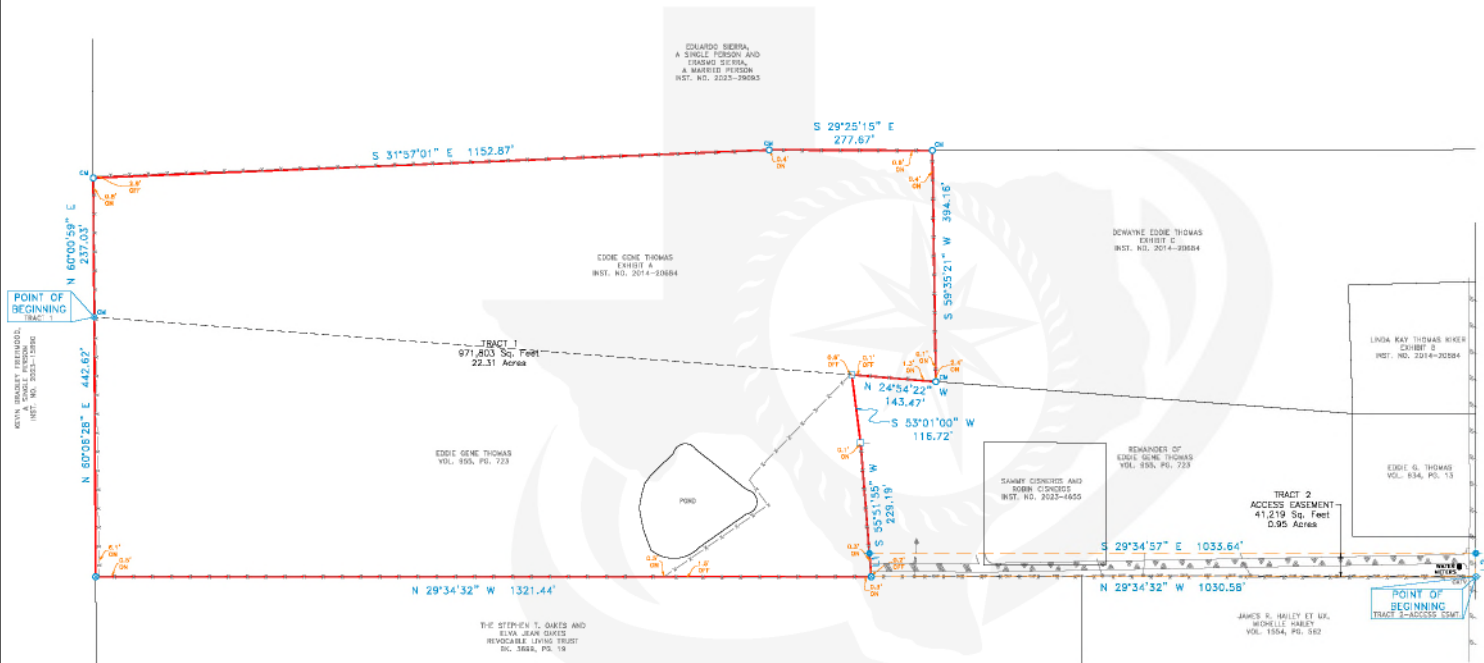
Reason for request Approval for building a home on the property based on the granted easement access. Despite exhaustive efforts, we

have been unable to secure frontage road access from the seller. However, we have obtained an easement access that allows us to reach our land.

It is important to note that there are four other addresses sharing this easement as well as the utility power lines.

Provide the following with this request:

- Copy of plat (if property has been platted)
- Copy of property deed
- Survey or drawing showing existing structures



TBD County Road 1102

TRACT 1:
 Being a tract of land situated in the Isaac Baterson Survey, Abstract No. 21, Johnson County, Texas, some being that tract of land conveyed to Eddie Gene Thomas (Exhibit A), by deed recorded in Instrument No. 2014-20684, Official Public Records of Johnson County, Texas, and being a portion of that tract of land conveyed to Eddie Gene Thomas, by deed recorded in Volume 855, Page 723, Deed Records of Johnson County, Texas, and being more particularly described by metes and bounds as follows:
BEGINNING at a 5/8 inch iron rod found for corner, said corner lying along the Southeast line of that tract of land conveyed to Kevin Bradley Friermood, a single person, by deed recorded in Instrument No. 2023-15890, Official Public Records of Johnson County, Texas, some being the common West corner of Thomas Tract (Exhibit A/2014-20684), and North corner of Thomas tract (855/723);
THENCE North 60 degrees 00 minutes 58 seconds East, along said Southeast line of Friermood tract, a distance of 237.03 feet to a 1/2 inch iron rod found for corner, said corner being the West corner of that tract of land conveyed to Eduardo Sierra, a single person and Erosme Sierra, a married person, by deed recorded in Instrument No. 2023-29055, Official Public Records of Johnson County, Texas;
THENCE South 31 degrees 57 minutes 01 second East, along the Southwest line of said Sierra tract, a distance of 1152.87 feet to a 1/2 inch iron rod found for corner;
THENCE South 29 degrees 25 minutes 15 seconds East, continuing along said Southwest line of Sierra tract, a distance of 277.67 feet to a 1/2 inch iron rod found for corner, said corner being the North corner of that tract of land conveyed to Dewayne Eddie Thomas (Exhibit C), by deed recorded in Instrument No. 2014-20684, Official Public Records of Johnson County, Texas;
THENCE South 59 degrees 35 minutes 21 seconds West, along the Northwest line of said Thomas tract (Exhibit C/2014-20684), a distance of 394.16 feet to a 1/2 inch iron rod found for corner, said corner being the West corner of said Thomas tract (Exhibit C/2014-20684), and lying along the Northeast line of the remainder of said Thomas tract (955/723);
THENCE North 24 degrees 54 minutes 22 seconds West, a distance of 143.47 feet to a fence post for corner;
THENCE South 53 degrees 01 minute 00 seconds West, a distance of 116.72 feet to a fence post for corner;
THENCE South 55 degrees 51 minutes 55 seconds West, a distance of 229.19 feet to a 1/2 inch iron rod set with yellow plastic cap stamped "CBG Surveying" for corner, said corner lying along the Northeast line of that tract of land conveyed to The Stephen T. Oakes and Elva Jean Oakes Revocable Living Trust, by deed recorded in Book 3699, Page 19, Deed Records of Johnson County, Texas;
THENCE North 29 degrees 34 minutes 32 seconds West, along said Northeast line of Oakes tract, a distance of 1321.44 feet to a 1/2 inch iron rod set with yellow plastic cap stamped "CBG Surveying" for corner, said corner being the North corner of said Oakes tract, and lying along the aforementioned Southeast line of Friermood tract;
THENCE North 60 degrees 06 minutes 28 seconds East, along said Southeast line of Friermood tract, a distance of 442.82 feet to the **POINT OF BEGINNING** and containing 871,803 square feet or 22.31 acres of land.
TRACT 2-ACCESS EASEMENT:
 Being a tract of land situated in the Isaac Baterson Survey, Abstract No. 21, Johnson County, Texas, some being over and across that tract of land conveyed to Eddie Gene Thomas, by deed recorded in Volume 855, Page 723, Deed Records of Johnson County, Texas, and that tract of land conveyed to Sammy Cisneros and Robin Cisneros, by deed recorded in Instrument No. 2023-4650, Official Public Records of Johnson County, Texas, and being more particularly described by metes and bounds as follows:
BEGINNING at a 5/8 inch iron rod found for corner, said corner being the East corner of that tract of land conveyed to James R. Haley et ux, Michelle Haley, by deed recorded in Volume 1204, Page 162, Deed Records of Johnson County, Texas, and being the South corner of the remainder of Thomas tract (855/723), and lying along the approximate centerline of County Road 1102 (public right-of-way);
THENCE North 29 degrees 34 minutes 32 seconds West, along the Northeast line of said Haley tract, a distance of 1030.58 feet to a 1/2 inch iron rod set with yellow plastic cap stamped "CBG Surveying" for corner, said corner lying along the Northeast line of that tract of land conveyed to The Stephen T. Oakes and Elva Jean Oakes Revocable Living Trust, by deed recorded in Book 3699, Page 19, Deed Records of Johnson County, Texas;
THENCE North 55 degrees 51 minutes 55 seconds East, departing said Northeast line of Oakes tract, a distance of 40.00 feet to a point for corner;
THENCE South 29 degrees 34 minutes 32 seconds East, a distance of 1035.64 feet to a point for corner, said corner lying along the approximate centerline of County Road 1102;
THENCE South 60 degrees 15 minutes 31 seconds West, along said approximate centerline of County Road 1102, a distance of 40.00 feet to **POINT OF BEGINNING** and containing 41,219 square feet or 0.95 acres of land.

SURVEYOR'S CERTIFICATE
 The undersigned Registered Professional Land Surveyor hereby certifies to Jason Dean Greenfield, Melissa Ann Greenfield, and Diversified National Title Company, in connection with the transaction described in G.P. No. 24-1168-1X that, (a) this survey and the property description set forth hereon was prepared from an actual on-the-ground survey; (b) such survey was conducted by the Surveyor, or under his direction; (c) all monuments shown hereon actually existed on the date of the survey, and the location, size and type of material thereof are correctly shown; Use of this survey by any other parties and/or for other purposes shall be at user's own risk and any loss resulting from other use shall not be the responsibility of the undersigned. The plat hereon is a correct and accurate representation of the property lines and dimensions and as indicated locations and type of buildings are as shown; and EXCEPT AS SHOWN, all improvements are located within the boundaries the distances indicated and there are no visible and apparent encroachments or protrusions on the ground.
 Executed this 21st day of March, 2024
 [Signature]
 Registered Professional Land Surveyor



NOTES:
 BEARINGS SHOWN ARE BASED ON NAD 83 TEXAS NORTH CENTRAL ZONE.
 PROPERTY SUBJECT TO TERMS, CONDITIONS, AND EASEMENTS CONTAINED IN INSTRUMENTS RECORDED IN VOLUME 1103, PAGE 853-ABSTRACT IN NATURE
 EASEMENTS RECORDED IN THE FOLLOWING VOLUMES AND PAGES DO NOT AFFECT THE ABOVE DESCRIBED PROPERTY: VOLUME 848, PAGE 240



THE BASIS OF THIS PROJECT WAS VISUAL STAKE PLACEMENT. THE USER SHALL BE RESPONSIBLE TO VERIFY THE LOCATION AND BEARINGS OF THE STAKES TO DETERMINE THE ACCURACY OF THE SURVEY. THE USER SHALL BE RESPONSIBLE FOR OBTAINING THE NECESSARY PERMITS AND EASEMENTS FOR THE SURVEY. THE USER SHALL BE RESPONSIBLE FOR OBTAINING THE NECESSARY PERMITS AND EASEMENTS FOR THE SURVEY.

LINE	BEARING	DISTANCE
L1	N 55°51'55" W	40.00'
L2	S 60°15'31" W	40.00'

NOTE: According to the F.I.R.M. in Map No. 4825A(2024)M, this property lies in Zone 1 and DOES NOT lie within the 100 year flood area.

REVISIONS	DATE	BY	NOTES
	04/07/2024	MARIA	CLIENT COMMENTS
	04/09/2024	MARIA	ADD TRACT

LEGEND

1/2" IRON ROD FOUND	PC	POST FOUND	ACTUAL PROPERTY CORNER
1/2" IRON ROD SET	CR	CONCRETE	CLERK FILED
1" IRON PIPE FOUND	AF	AS OBSERVED	WOOD FENCE
5/8" IRON RODS	CR	CONCRETE	BARBED WIRE
1" CONCRETE CORNER	PC	POST FOUND	WOOD TRAIL
1/2" IRON ROD SET	CR	CONCRETE	WOODEN FENCE (AS SHOWN)
1/2" IRON ROD SET	CR	CONCRETE	OVERHEAD ELECTRIC SERVICE
OVERHEAD ELECTRIC SERVICE	AF	AS OBSERVED	ROADWAY FORCE LINE
POST FOR CORNER	PC	POST FOUND	PROPERTY LINE
WOODEN FENCE	AF	AS OBSERVED	100' BUFFER

CBG
 CENTRAL BUSINESS GROUP
 415 Century Plaza Dr.
 Suite 201
 Houston, TX 77025
 P 214.329.2486
 F 214.242.2176
 E info@cbg.com

SCALE: 1" = 100'
 DATE: 03/21/2024
 JOB NO.: 24-0309
 C.T. NO.:
 DRAWN:
 SEE DETS.
 MARK

22.31 ACRES & 0.95 ACRES
 ISAAC BATTERSON SURVEY, ABSTRACT NO. 21
 JOHNSON COUNTY, TEXAS
 TBD COUNTY ROAD 1102

GF#24-1168-TX

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

WARRANTY DEED

DATE: April 24, 2024

GRANTOR: EDDIE GENE THOMAS, AS HIS SOLE AND SEPARATE PROPERTY

GRANTOR'S MAILING ADDRESS: 3021 CR 1102 Grandview, TX 76050

GRANTEE: JASON DEAN GREENFIELD AND MELISA ANN GREENFIELD,
TRUSTEES OF THE GREENFIELD FAMILY TRUST

GRANTEE'S MAILING ADDRESS: 210 Arthur Dr., Kennedale, TX 76060

CONSIDERATION: Ten and No/100 (\$10.00) and other valuable consideration to the undersigned paid by the grantee herein named, the receipt of which is hereby acknowledged.

PROPERTY:

See Exhibit "A" attached hereto and made a part hereof for all purposes.

Reservations from and Exceptions to Conveyance and Warranty:

This conveyance is given and accepted subject to any and all easements, restrictions, rights-of-way, covenants, conditions, reservations, municipal or other governmental zoning laws, regulations and ordinances, if any, affecting and enforceable against the herein described property.

For Grantor and Grantor's heirs, successors, and assigns forever, a reservation of one-half (1/2) of all oil, gas, and other minerals in and under and that may be produced from the Property. If the mineral estate is subject to existing production or an existing lease, this reservation includes the production, the lease, and all benefits from it.

Grantor waives and conveys to Grantee the right to ingress and egress to and from the surface of the Property relating to the portion of the mineral estates owned by Grantor.

Nothing herein, however restricts or prohibits the pooling or utilization of the portion of the mineral estate owned by Grantor with land other than the Property; or the exploration or production of the oils, gas, and other minerals by means of wells that are drilled or mines that open on land other than the Property but enter or bottom under the Property, provided that these operations in no manner interfere with the surface or subsurface support of any improvements constructed or to be constructed on the Property.

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, successor, or assigns forever. Grantor hereby binds Grantor and Grantor's heirs, executors, administrators, successor, 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 warranty.

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

Eddie Gene Thomas
EDDIE GENE THOMAS

THE STATE OF Texas
COUNTY OF Tarrant

This instrument was acknowledged before me on the 24th day of April, 2024 by Eddie Gene Thomas.

Jennifer Gibbins
Notary Public, State of Texas



AFTER RECORDING RETURN TO:
The Greenfield Family Trust

Exhibit "A"
Property Description

Tract 1 (Fee Estate)

Being a tract of land situated in the Isaac Batterson Survey, Abstract No. 21, Johnson County, Texas, same being that tract of land conveyed to Eddie Gene Thomas (Exhibit A), by deed recorded in Instrument No. 2014-20684, Official Public Records of Johnson County, Texas, and being a portion of that tract of land conveyed to Eddie Gene Thomas, by deed recorded in Volume 955, Page 723, Deed Records of Johnson County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch iron rod found for corner, said corner lying along the Southeast line of that tract of land conveyed to Kevin Bradley Friermood, a single person, by deed recorded in Instrument No. 2023-15890, Official Public Records of Johnson County, Texas, same being the common West corner of Thomas tract (Exhibit A/2014-20684), and North corner of Thomas tract (955/723);

THENCE North 60 degrees 00 minutes 59 seconds East, along said Southeast line of Friermood tract, a distance of 237.03 feet to a 1/2 inch iron rod found for corner, said corner being the West corner of that tract of land conveyed to Eduardo Sierra, a single person and Erasmo Sierra, a married person, by deed recorded in Instrument No. 2023-29093, Official Public Records of Johnson County, Texas;

THENCE South 31 degrees 57 minutes 01 second East, along the Southwest line of said Sierra tract, a distance of 1152.87 feet to a 1/2 inch iron rod found for corner;

THENCE South 29 degrees 25 minutes 15 seconds East, continuing along said Southwest line of Sierra tract, a distance of 277.67 feet to a 1/2 inch iron rod found for corner, said corner being the North corner of that tract of land conveyed to Dewayne Eddie Thomas (Exhibit C), by deed recorded in Instrument No. 2014-20684, Official Public Records of Johnson County, Texas;

THENCE South 59 degrees 35 minutes 21 seconds West, along the Northwest line of said Thomas tract (Exhibit C/2014-20684), a distance of 394.16 feet to a 1/2 inch iron rod found for corner, said corner being the West corner of said Thomas tract (Exhibit C/2014-20684), and lying along the Northeast line of the remainder of said Thomas tract (955/723);

THENCE North 24 degrees 54 minutes 22 seconds West, a distance of 143.47 feet to a fence post for corner;

THENCE South 53 degrees 01 minute 00 seconds West, a distance of 116.72 feet to a fence post for corner;

THENCE South 55 degrees 51 minutes 55 seconds West, a distance of 229.19 feet to a 1/2 inch

iron rod set with yellow plastic cap, stamped "CBG Surveying" for corner, said corner lying along the Northeast line of that tract of land conveyed to The Stephen T. Oakes and Elva Jean Oakes Revocable Living Trust, by deed recorded in Book 3699, Page 19, Deed Records of Johnson County, Texas;

THENCE North 29 degrees 34 minutes 32 seconds West, along said Northeast line of Oakes tract, a distance of 1321.44 feet to a 1/2 inch iron rod set with yellow plastic cap stamped "CBG Surveying" for corner, said corner being the North corner of said Oakes tract, and lying along the aforementioned Southeast line of Friermood tract;

THENCE North 60 degrees 06 minutes 28 seconds East, along said Southeast line of Friermood tract, a distance of 442.62 feet to the POINT OF BEGINNING and containing 971,803 square feet or 22.31 acres of land.

**Johnson County
April Long
Johnson County
Clerk**

Instrument Number: 2024 - 11160

eRecording - Real Property

Warranty Deed

Recorded On: April 25, 2024 09:28 AM

Number of Pages: 5

" Examined and Charged as Follows: "

Total Recording: \$37.00

******* THIS PAGE IS PART OF THE INSTRUMENT *******

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2024 - 11160
Receipt Number: 20240425000011
Recorded Date/Time: April 25, 2024 09:28 AM
User: Honor C
Station: CCL45

Record and Return To:

Corporation Service Company



**STATE OF TEXAS
COUNTY OF JOHNSON**

I hereby certify that this Instrument was FILED In the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Johnson County, Texas.

April Long
Johnson County Clerk
Johnson County, TX

April Long

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

EASEMENT AGREEMENT

THE STATE OF TEXAS § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF JOHNSON §

This Agreement is made on the day, month and year hereafter written, Eddie Gene Thomas (herein "Grantor") of Johnson County, Texas and Jason Dean Greenfield and Melisa Ann Greenfield, Trustees of The Greenfield Family Trust (herein "Grantee") of Johnson County, Texas, upon the following terms and provisions, and thus

WITNESSETH:

WHEREAS, Grantor owns certain real property situated in Johnson County, Texas, and being more particularly described tract of land conveyed to Eddie Gene Thomas, by deed recorded in Volume 955, Page 723, Deed Records of Johnson County, Texas ("Tract One Property");

WHEREAS, Grantee owns certain real property situated in Johnson County, Texas, and being more particularly described in Exhibit "A" which is attached hereto and made a part hereof for all purposes ("Tract Two Property");

WHEREAS, the Tract One Property is adjacent to the Tract Two Property;

WHEREAS, there is a driveway across Tract One Property that is needed to access Tract Two Property, said driveway being more particularly described on Exhibit "B" attached hereto and made a part hereof for all purposes (collectively, the "Improvements") encroach and cross onto Tract One Property and

WHEREAS, Grantor and Grantee desire and wish to provide an exclusive easement over and across those portions of the Tract One Property which are now or hereafter improved with the Improvements in order to provide for ingress and egress for access to the property, and in order to provide for ingress and egress for the pipeline and equipment to deliver the water, and Grantor and Grantee have agreed to provide such exclusive easement on the terms and provisions set forth herein.

NOW, THEREFORE, for and in consideration of the mutual agreements contained herein and other good and valuable consideration, it is agreed as follows:

1. **Grant of Easement.** For the consideration described in Paragraph 2, Grantor grants to Grantee an easement and right-of-way upon and across the property described in Paragraph 4 (the "Property") of the Grantor.

2. **Consideration.** This easement is granted in consideration of the Grantee's payment to Grantor of the sum of \$10.00 and other valuable consideration, receipt of which is hereby acknowledged.
3. **Character of Easement.** This instrument grants an easement appurtenant to the dominant tenement and is intended to run with the land of the dominant tenement. The dominant tenement is the Tract Two Property.
4. **Location of Easement.** The easement and right-of-way is described as the easement tract on Exhibit "B" attached hereto.
5. **Purpose of Easement.** This right-of-way easement as described in paragraph 4, with its rights and privileges, shall be used only for the purposes of parking, pedestrian and vehicular ingress and egress between the Grantee's property and the easement tract and for the Grantee's use and enjoyment of the Tract Two Property.
6. **Term.** The easements and rights of way described herein (collectively, the "Easement") will be effective commencing on the date of recordation of this Agreement in the office of the County Clerk of the County in which Tract One and Tract Two are located and will remain in full force and effect in perpetuity.
7. **Warranty of Title.** Grantor and 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 instrument to Grantee and Grantee's heirs, personal representatives, successors, and assigns, against every person lawfully claiming or to claim all or any part of the interest in the Property or the Tract One Property.
8. **Exclusiveness of Easement.** The Easement, rights, and privileges granted by this conveyance are exclusive, and Grantor covenants not to convey any other easement or conflicting rights in the area covered by this grant.
9. **Indemnity.** Grantee shall hold harmless, defend, and indemnify Grantor against any suits, liabilities, claims, demands, or damages, including but not limited to personal injuries and attorneys' fees, arising from Grantee's exercise of easement rights granted by this instrument. Grantor shall hold harmless, defend, and indemnify Grantee against any suits, liabilities, claims, demands, or damages, including but not limited to personal injuries and attorneys' fees, arising from Grantor's use of the Property.
10. **Temporary Easements.** In addition to the right-of-way easement located as specified in Paragraph 4,
 - (a) Grantee shall have the right to use as much of the surface of the Property adjacent to such right-of-way easement as may be reasonably necessary for Grantee to construct and

install the contemplated facilities described in paragraph 11 below, if any, in such easement. On completion of construction and installation, Grantee shall replace and restore all fences, walls, or other structures, other than the Improvements, that have been relocated or removed during such construction period. In addition, Grantee shall pay Grantor reasonable compensation both for fences, walls, or structures, other than the Improvements, that are not replaceable and for all vegetation and crops that are damaged or destroyed during construction and that are not replaced by Grantee; and

(b) Grantee shall have the right to plant trees, grass or shrubbery upon the Property.

11. **Maintenance.** Grantee may, at its sole discretion, construct or maintain, at its sole cost and expense, improvements located on the Easement and in the event of any damage or destruction of improvements on the Easement may, at its sole discretion, repair or rebuild the improvements.

12. **Ownership of Improvements.** Grantor acknowledges and agrees that the Improvements are owned by the Grantee and specifically disclaims and waives any claim that the Improvements are currently or may become the property of the Grantor, whether by virtue of the location of the Improvements on the Property or otherwise. In addition, Grantee specifically waives any right that it may have, if any, to require the removal, repair, or modification of the Improvements by virtue of the location of the Improvements on the Property, including, without limitation, the right to seek injunctive or other equitable relief with respect to such actions.

13. **Encroachments.** Grantee shall have the right to cut and trim trees or shrubbery that may encroach upon the Property. Grantee shall dispose of all such cuttings and trimmings either by piling and burning in the easement area (subject to fire or air pollution laws and regulations) or by loading and hauling away from the Property.

14. **Rights Reserved.** Grantor retains, reserves, and shall continue to enjoy the use of the surface of the Property for any and all purposes that do not interfere with and prevent Grantee's use of the Easement, including, without limitation, Grantor's use of the Improvements. This includes, without limitation, the right to build and use the surface of the Property for drainage ditches and private streets, roads, driveways, alleys, walks, gardens, lawns, planting or parking areas, and other like uses and to dedicate all or any part of the Property to any city for use as a public street, road, or alley.

15. **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 all parties.

16. **Dispute Expenses and Attorneys' 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, attorneys' fees, and costs.

17. **Binding Effect.** This Agreement shall bind and inure to the benefit of the respective parties, their personal representatives, successors, and assigns.

18. **Assignability and Binding Effect.** This Agreement shall bind and inure to the benefit of the Grantee, Grantee's heirs, personal representatives, successors and assigns and to the benefit of the Grantor and the Grantor's heirs, personal representatives, successors, and assigns.

19. **Governing Law.** The laws of the state of Texas will govern this Agreement and venue shall be in the courts in Johnson County.

20. **Tract two.** The tract two property is 1500 feet by 40 feet.

Executed this 24 day of April, 2024, at Grandview, Texas.

Grantor:

Eddie Gene Thomas
Eddie Gene Thomas

Grantee:

Jason Dean Greenfield, Trustee of The Greenfield Family Trust

Melissa Ann Greenfield, Trustee of The Greenfield Family Trust

17. **Binding Effect.** This Agreement shall bind and inure to the benefit of the respective parties, their personal representatives, successors, and assigns.

18. **Assignability and Binding Effect.** This Agreement shall bind and inure to the benefit of the Grantee, Grantee's heirs, personal representatives, successors and assigns and to the benefit of the Grantor and the Grantor's heirs, personal representatives, successors, and assigns.

19. **Governing Law.** The laws of the state of Texas will govern this Agreement and venue shall be in the courts in Johnson County.

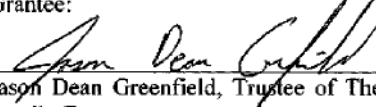
20. **Tract two,** The tract two property is 1500 feet by 40 feet.

Executed this 24 day of April, 2024, at Ellis, Texas.

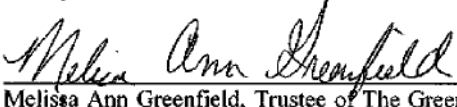
Grantor:

Eddie Gene Thomas

Grantee:



Jason Dean Greenfield, Trustee of The Greenfield Family Trust



Melissa Ann Greenfield, Trustee of The Greenfield Family Trust

THE STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____ 2024, by Eddie Gene Thomas.

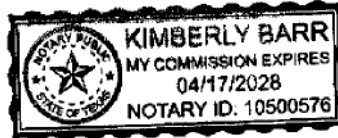
Notary Public the State of Texas

THE STATE OF TEXAS §
§
COUNTY OF Ellis §

This instrument was acknowledged before me on this the 24 day of April 2024, by Jason Dean Greenfield, Trustee of The Greenfield Family Trust.



Notary Public the State of Texas

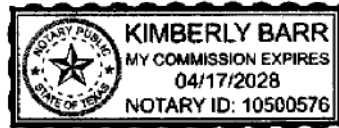


THE STATE OF TEXAS §
§
COUNTY OF Ellis §

This instrument was acknowledged before me on this the 24 day of April 2024, by Melissa Ann Greenfield, Trustee of The Greenfield Family Trust.



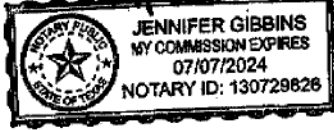
Notary Public the State of Texas



After recording, please return to:
The Greenfield Family Trust
210 Arthur Dr.
Kenredale, TX 76060

THE STATE OF TEXAS §
COUNTY OF Johnson

This instrument was acknowledged before me on this the 24th day of April 2024 by Eddie Gene Thomas.



[Signature]
Notary Public the State of Texas

THE STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2024, by Jason Dean Greenfield, Trustee of The Greenfield Family Trust.

Notary Public the State of Texas

THE STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2024, by Melissa Ann Greenfield, Trustee of The Greenfield Family Trust.

Notary Public the State of Texas

After recording, please return to:
The Greenfield Family Trust

EXHIBIT A

TRACT 2 PROPERTY:

Being a tract of land situated in the Isaac Batterson Survey, Abstract No. 21, Johnson County, Texas, same being that tract of land conveyed to Eddie Gene Thomas (Exhibit A), by deed recorded in Instrument No. 2014-20684, Official Public Records of Johnson County, Texas, and being a portion of that tract of land conveyed to Eddie Gene Thomas, by deed recorded in Volume 955, Page 723, Deed Records of Johnson County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch iron rod found for corner, said corner lying along the Southeast line of that tract of land conveyed to Kevin Bradley Friermood, a single person, by deed recorded in Instrument No. 2023-15890, Official Public Records of Johnson County, Texas, same being the common West corner of Thomas tract (Exhibit A/2014-20684), and North corner of Thomas tract (955/723);

THENCE North 60 degrees 00 minutes 59 seconds East, along said Southeast line of Friermood tract, a distance of 237.03 feet to a 1/2 inch iron rod found for corner, said corner being the West corner of that tract of land conveyed to Eduardo Sierra, a single person and Erasmo Sierra, a married person, by deed recorded in Instrument No. 2023-29093, Official Public Records of Johnson County, Texas;

THENCE South 31 degrees 57 minutes 01 second East, along the Southwest line of said Sierra tract, a distance of 1152.87 feet to a 1/2 inch iron rod found for corner;

THENCE South 29 degrees 25 minutes 15 seconds East, continuing along said Southwest line of Sierra tract, a distance of 277.67 feet to a 1/2 inch iron rod found for corner, said corner being the North corner of that tract of land conveyed to Dewayne Eddie Thomas (Exhibit C), by deed recorded in Instrument No. 2014-20684, Official Public Records of Johnson County, Texas;

THENCE South 59 degrees 35 minutes 21 seconds West, along the Northwest line of said Thomas tract (Exhibit C/2014-20684), a distance of 394.16 feet to a 1/2 inch iron rod found for corner, said corner being the West corner of said Thomas tract (Exhibit C/2014-20684), and lying along the Northeast line of the remainder of said Thomas tract (955/723);

THENCE North 24 degrees 54 minutes 22 seconds West, a distance of 143.47 feet to a fence post for corner;

THENCE South 53 degrees 01 minute 00 seconds West, a distance of 116.72 feet to a fence post for corner;

THENCE South 55 degrees 51 minutes 55 seconds West, a distance of 229.19 feet to a 1/2 inch iron rod set with yellow plastic cap stamped "CBG Surveying" for corner, said corner lying along the Northeast line of that tract of land conveyed to The Stephen T. Oakes and Elva Jean Oakes Revocable Living Trust, by deed recorded in Book 3699, Page 19, Deed Records of Johnson County, Texas;

THENCE North 29 degrees 34 minutes 32 seconds West, along said Northeast line of Oakes tract, a distance of 1321.44 feet to a 1/2 inch iron rod set with yellow plastic cap stamped "CBG Surveying" for corner, said corner being the North corner of said Oakes tract, and lying along the aforementioned Southeast line of Friermood tract;

THENCE North 60 degrees 06 minutes 28 seconds East, along said Southeast line of Friermood tract, a distance of 442.62 feet to the POINT OF BEGINNING and containing 971,803 square feet or 22.31 acres of land.

Exhibit "B"

Easement Tract:

Being a tract of land situated in the Isaac Batterson Survey, Abstract No. 21, Johnson County, Texas, same being over and across that tract of land conveyed to Eddie Gene Thomas, by deed recorded in Volume 955, Page 723, Deed Records of Johnson County, Texas, and that tract of land conveyed to Sammy Cisneros and Robin Cisneros, by deed recorded in Instrument No. 2023-4655, Official Public Records of Johnson County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch iron rod found for corner, said corner being the East corner of that tract of land conveyed to James R. Hailey et ux, Michelle Hailey, by deed recorded in Volume 1554, Page 562, Deed Records of Johnson County, Texas, same being the South corner of the remainder of Thomas tract (955/723), and lying along the approximate centerline of County Road 1102 (public right-of-way);

THENCE North 29 degrees 34 minutes 32 seconds West, along the Northeast line of said Hailey tract, a distance of 1030.58 feet to a 1/2 inch iron rod set with yellow plastic cap stamped "CBG Surveying" for corner, said corner lying along the Northeast line of that tract of land conveyed to The Stephen T. Oakes and Elva Jean Oakes Revocable Living Trust, by deed recorded in Book 3699, Page 19, Deed Records of Johnson County, Texas;

THENCE North 55 degrees 51 minutes 55 seconds East, departing said Northeast line of Oakes tract, a distance of 40.00 feet to a point for corner;

THENCE South 29 degrees 34 minutes 57 seconds East, a distance of 1033.64 feet to a point for corner, said corner lying along the approximate centerline of County Road 1102;

THENCE South 60 degrees 15 minutes 31 seconds West, along said approximate centerline of County Road 1102, a distance of 40.00 feet to POINT OF BEGINNING and containing 41,219 square feet or 0.95 acres of land.

SAVE AND EXCEPT that tract of land conveyed to Sammy Cisneros and Robin Cisneros, by deed recorded in Instrument No. 2023-4655, Official Public Records of Johnson County, Texas

**Johnson County
April Long
Johnson County
Clerk**

Instrument Number: 2024 - 11159

eRecording - Real Property
Easement

Recorded On: April 25, 2024 09:28 AM

Number of Pages: 10

" Examined and Charged as Follows: "

Total Recording: \$57.00

******* THIS PAGE IS PART OF THE INSTRUMENT *******

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2024 - 11159
Receipt Number: 20240425000011
Recorded Date/Time: April 25, 2024 09:28 AM
User: Honor C
Station: CCL45

Record and Return To:

Corporation Service Company



**STATE OF TEXAS
COUNTY OF JOHNSON**

I hereby certify that this Instrument was FILED In the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Johnson County, Texas.

April Long
Johnson County Clerk
Johnson County, TX

April Long