

AFTER RECORDING RETURN TO:
Jameson & Powers, P.C.
17110 Dallas Parkway, Suite 210
Dallas, TX 75248
Attn: Holly J. Powers, Esq.

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.

94002

EASEMENT AGREEMENT AND RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

Chili Appreciation Society International Inc., a Texas non-profit corporation (hereinafter referred to as "CASI"), is the owner of certain real property located in Block "R" G12, South Brewster County Addition to the City of Terlingua, Brewster County, Texas, according to the recorded plat thereof at the Office of the Clerk of Brewster County, Texas.

Nemo Holdings, LLC, a Texas limited liability company (hereinafter referred to as "Nemo"), is purchasing certain adjacent real property described as Tracks 1 through 8 in vol. 209 page 134 in Block "R" G12, South Brewster County Addition to the City of Terlingua, Brewster County, Texas, according to the recorded plat thereof on file at the Office of the Clerk of Brewster County, Texas.

The parties wish to enter into an agreement whereby Nemo will have a non-exclusive easement across a portion of the said property owned by CASI to provide Nemo, its successors and assigns, as well as the guests and invitees of the said Nemo, granting it the right of ingress and egress to and from Nemo's adjacent property with the right of access across CASI's property;

This easement will allow Nemo, its successors and assigns, as well as the guests and invitees of Nemo, to have access, ingress and egress to the adjacent property of Nemo.

NOW, THEREFORE, for and in consideration of the payment of



Ten and No/100 Dollars (\$10.00) by Nemo to CASI, the receipt and sufficiency of which is hereby acknowledged, and the mutual covenants, promises and agreements herein contained, the parties do hereby agree as follows:

1. CASI does, subject to the conditions and limitations hereinafter set forth below, hereby grant unto Nemo, its successors and assigns, a non-exclusive perpetual easement on, through, over and across the private drive of property belonging to CASI, designated as Terlingua Boulevard, which is further described on the attached Exhibit "A", attached hereto and made a part hereof for all purposes, to-wit:

a. This easement shall not be utilized in any manner by Nemo, its successors and assigns, as well as the guests and invitees of Nemo, and under no circumstances shall access to Nemo's property be allowed over the easement in any manner whatsoever by Nemo, its successors and assigns, as well as the guests and invitees of Nemo, during CASI events, which shall be events when the CASI event rules prohibit camping and the use of the CASI trails and creeks by ATV or similar vehicles during said events. CASI agrees to provide at least 30 days advanced notice of any such event to Nemo, at the address below unless a change of address is provided to CASI in writing. Presently, the week beginning Monday leading up to and including the first Saturday in November of each year is such an event and NOTICE is hereby given as to this annual event in perpetuity without additional notice required.

b. This non-exclusive perpetual easement shall be subject to defeasement if other superior access becomes available or another easement providing superior access to Nemos property is granted.

c. The easement is for personal enjoyment of Nemo, its

successors and assigns, as well as the guests and invitees of Nemo, its successors and assigns, and is not granted for and shall not be used for commercial purposes of Nemo, its successors and assigns, as well as for any commercial purpose of Nemo's guests and invitees.

d. The easement shall terminate immediately if Nemo's property is subdivided or partitioned in any way such that any lot or tract becomes less than 100 acres.

2. The easement herein granted shall be perpetual and run with the land, as an appurtenance of and to Nemo's adjacent tract described as Tracks 1 through 8 in vol. 209 page 134 in Block "R" G12, South Brewster County Addition to the City of Terlingua, Brewster County, Texas, according to the recorded plat thereof on file at the Office of the Clerk of Brewster County, Texas.

3. The grantee of the easement created herein, its successors and assigns, will defend and hold the grantor, its successors and assigns, harmless of and from any damage, claim, action, cause of action, loss of opportunity, or other matter resulting directly or indirectly from the grantee's, its successors, assigns, guests and invitees' use of the easement. Further, in the event that any physical damage to the easement structure, itself, shall occur from said grantee's use and exercise of the easement right, said grantee, its successors and assigns shall reimburse the grantor thereof for any expense incurred in repairing such damage.

4. Should the easement become in any state of disrepair or is in need of maintenance, Grantee agrees and shall maintain and repair the easement structure. Grantee, its successors and assigns, shall keep the easement free of litter and debris and shall from time to time pick up litter along the easement. However, Grantee shall not be responsible for repairs or clean-up caused by third parties who are not using the easement through Grantee's rights hereunder. Grantees, its heirs and assigns, have no rights to

alter the easement, without the expressed written permission from Grantor.

5. Right of First Refusal On Sale of Nemo's property. In the event that Nemo, its successors and assigns elects to sell its property, Nemo agrees to and shall notify CASI in advance so that CASI may make an offer to purchase the property. CASI shall respond to such notice within 30 days of receiving notice of the offer, and if CASI elects not to purchase the property, Nemo shall be free to sell it to a third party. The price shall be determined by Nemo's marketed price for the property. If Nemo receives an offer from a third party for less than CASI's initial offer to purchase and Nemo desires to accept the price offered by the third party, Nemo shall notify CASI and CASI shall respond within 5 business days to determine whether CASI still desires to purchase the property at such lower third party's offer.


6. This agreement is enforceable by either party, or the successors or assigns thereof. In the event that legal action is required to enforce the provisions hereof, the prevailing party shall be entitled to recover from the other all court costs incurred and a reasonable attorney's fee. Venue for such action shall be in Brewster County, Texas.

7. This agreement contains the entire agreement of the parties. Any understanding not contained in this agreement is not binding on the parties hereto.

TO HAVE AND TO HOLD said easement unto the said grantee, its successors, and assigns, forever, as appurtenant to the said grantee's land described above.

IN WITNESS WHEREOF, the parties hereto have executed this instrument on this 19th day of FEBRUARY, 2013.

Chili Appreciation Society International Inc.

By: 
ED BLAIR, PRESIDENT

Address: PO Box 307

Bellaire, TX 77402-0307

NEMO HOLDINGS, LLC

By: *John Nemunaitis*
John Nemunaitis, Managing Member

Address: 1700 Pacific Ave., Suite 1100
Dallas, Texas 75201

STATE OF TEXAS)
)
COUNTY OF HARRIS

This instrument was acknowledged on February 19, 2013, by Ed Beane, as President of Chili Appreciation Society International Inc. on behalf of said company and in the capacity therein stated.



Wanda J. Elliott
Notary Public

STATE OF TEXAS)
)
COUNTY OF DALLAS)

This instrument was acknowledged on February 16, 2013, by John Nemunaitis, Managing Manager of Nemo Holdings, LLC, a Texas limited liability company, on behalf of said company and in the capacity therein stated.



Sarah Overman
Notary Public

EXHIBIT "A"
[attached]

METES AND BOUNDS

THE STATE OF TEXAS

THE COUNTY OF BREWSTER

Metes and bounds description of the centerline of a 20.0 foot wide access easement, being 10.0 feet on each side of said centerline, out of a 317.56 acre tract described in Vol. 15, P. 761, Official Public Records, also being out of Survey 60, G.C. & S.F. Ry. Co. Block G-12, and Survey 70, T.C. Ry. Co. Block 341, Brewster County, Texas, said centerline being more particularly described as follows:

BEGINNING at a point in the North Right-of-Way of Highway 170 and the South line of said 317.56 acre tract, having State Plane Coordinates of Y= 566906.82 feet and X= 511970.39 feet, South Central Zone, NAD 1927, from which a point at the intersection of the North Right-of-Way of said Highway 170 with the East line of said Survey 60 and the West line of said Survey 70 bears North 64deg.13'05" East 1407.0 feet;

THENCE with the centerline of this easement the following courses and distances:

North 13deg.20' East 63.8 feet; THENCE North 42deg.31'50" East 557.9 feet; THENCE North 27deg.40'50" East 354.1 feet; THENCE North 56deg.04' East 144.0 feet; THENCE North 79deg.21' East, at 608.82 feet pass a point in the East line of said Survey 60 and the West line of said Survey 70, 650.82 feet in all; THENCE North 1deg.14' East 60.2 feet to a point in the bed of Well Creek;

THENCE with the bed of said Well Creek the following courses and distances:

South 79deg.49' West, at 42.0 feet pass a point in the West line of said Survey 70 and the East line of said Survey 60, from which a rock mound on the South slope of a lime point found for the common corner of Surveys 38, 39 and 60, said Block G-12, and Survey 70, said Block 341, bears North 1deg.09'19" East 2082.8 feet, 103.5 feet in all; THENCE North 54deg.40'30" West 503.3 feet; THENCE North 33deg.19' West 573.1 feet; THENCE North 44deg.05'50" West 506.6 feet; THENCE North 50deg.13' West 220.2 feet; THENCE North 19deg.37'50" West 174.44 feet; THENCE North 64deg.22'20" West 369.0 feet; THENCE North 15deg.14' West 324.6 feet; THENCE North 40deg.02'40" West 147.4 feet; THENCE North 64deg.57' West 186.4 feet; THENCE North 47deg.56' West 50.4 feet to a point in the South line of a 446.56 acre tract described in Vol. 209, P. 134, Official Public Records, the North line of said 317.56 acre tract, the South line of said Survey 39 and the North line of said Survey 60 for the end of the centerline of this easement, having State Plane Coordinates of Y= 570073.35 feet and X= 511160.41 feet, from which a $\frac{1}{4}$ " iron rod and cap marked "WALKER 4425" previously set by me for the Northwest corner of said 317.56 acre tract bears North 88deg.49'08" West 597.8 feet and a $\frac{1}{4}$ " iron rod and cap marked "WALKER 4425" set for the Southeast corner of said 446.56 acre tract bears South 88deg.49'08" East 811.11 feet.

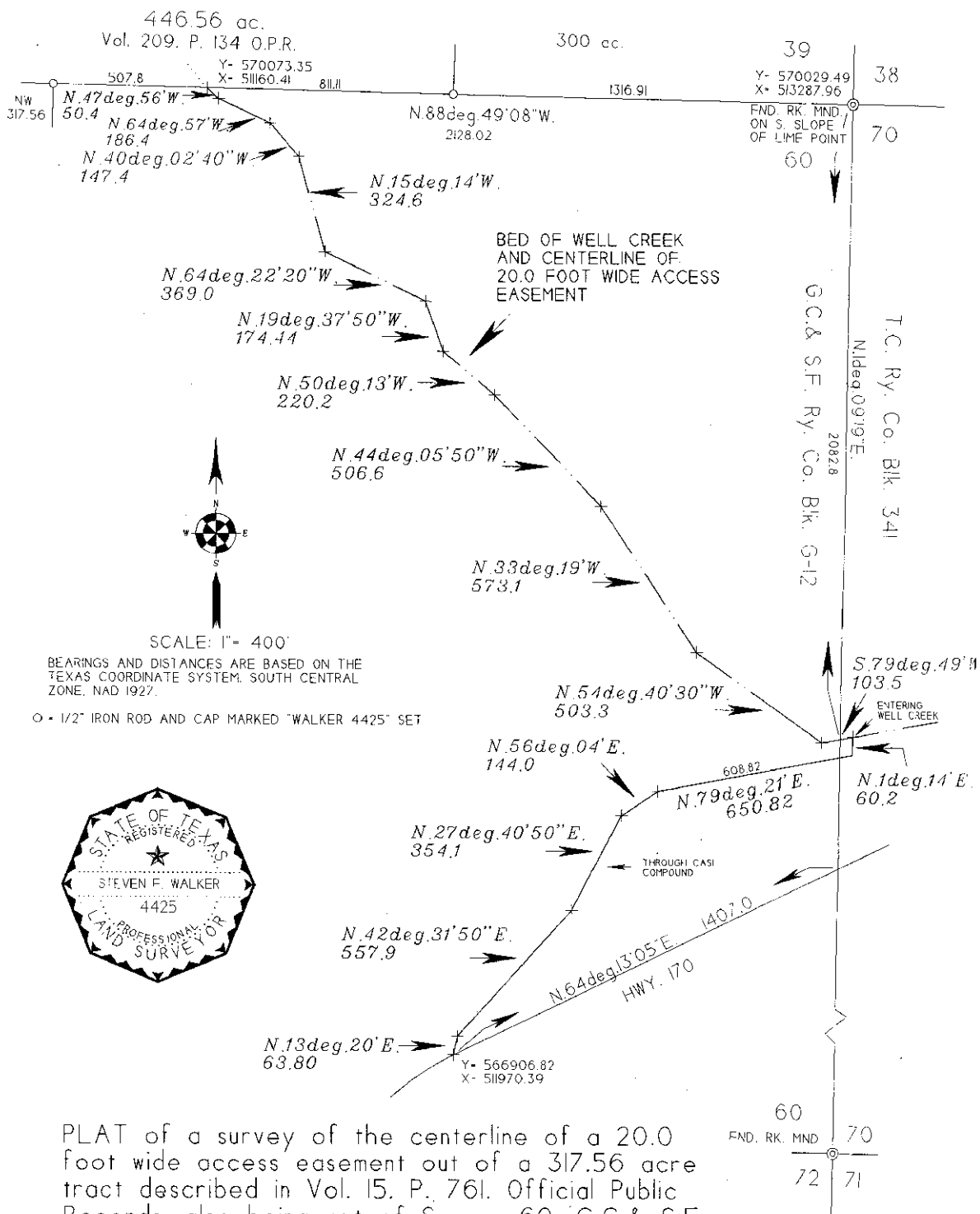
Bearings and distances are based on the Texas Coordinate System, South Central Zone, NAD 1927.

A plat of this survey accompanies this description.

I hereby certify that the foregoing description represents the results of an actual survey on the ground made by me or under my direct supervision and that the lines and corners found or set are true and correct to the best of my knowledge and belief.



Steven F. Walker
Registered Professional Land Surveyor #4425
Date: October 17, 2012



PLAT of a survey of the centerline of a 20.0 foot wide access easement out of a 317.56 acre tract described in Vol. 15, P. 761, Official Public Records, also being out of Survey 60, G.C. & S.F. Ry. Co. Block G-12 and Survey 70, T.C. Ry. Co. Block 341, Brewster County, Texas

I hereby certify that this plat represents the results of an actual survey on the ground made by me and that the lines and corners found or set are true and correct to the best of my knowledge and belief.

Steven F. Walker

Steven F. Walker
Registered Professional Land Surveyor #4425
Date: March 4, 2013

WALKER LAND SURVEYING
405 E. Ave. "B"
Alpine, TX
79830
432-837-7272

Doc# 94002
4 Pages 8
03/26/2013 11:39AM
Filed & Recorded in
Official Records of
BREWSTER COUNTY
BERTA RIOS-MARTINEZ
COUNTY CLERK
Fees \$44.00

STATE OF TEXAS
COUNTY OF BREWSTER
I hereby certify that this instrument was
FILED on the date and at the time stamped
hereon by me and was duly RECORDED in the
Volume and Page of the Official Public
Records of Brewster County, Texas
VOL 289 PAGE 714

RECORDED : 3-27-2013

Berta Rios-Martinez

County Clerk, Brewster County, Texas