

VG-107-2022-202201035852

Smith County
Karen Phillips
Smith County Clerk

Document Number: 202201035852

Real Property Recordings
EASEMENT

Recorded On: September 15, 2022 01:53 PM

Number of Pages: 14

Billable Pages: 13

" Examined and Charged as Follows: "

Total Recording: \$74.00

***** 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: 202201035852
Receipt Number: 20220915000098
Recorded Date/Time: September 15, 2022 01:53 PM
User: Jennafer M



STATE OF TEXAS

Smith County

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 Smith County, Texas

Karen Phillips
Smith County Clerk
Smith County, TX

AMENDED AND RESTATED SIGN EASEMENT AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF SMITH §

THIS AMENDED AND RESTATED SIGN EASEMENT AGREEMENT (this “Agreement”) is entered into as of September 9th, 2022 by and between COOPER IMPACT INVESTMENTS, LLC, a Texas limited liability company, whose address is 15488 FM 2493, Suite 200, Tyler, Texas 75703 (“Owner”), and STUART M. REEVES and RAMONA L. BENNETT, as individuals, doing business as Reeves Outdoor Advertising, whose mailing address is 114 W. Mason St., Mabank, Texas 75147 (collectively, “Grantee”).

RECITALS

A. Grantee, Stuart Reeves, individually (acting on behalf of Reeves Outdoor Advertising) acquired a certain Easement recorded on August 25, 2008, as Instrument No. 2008-R00039925 of the Official Public Records of Smith County, Texas (the “Existing Easement”), from Don Musslewhite.

B. The property upon which the Existing Easement is located (the “Property”) is identified as follows: Those certain tracts of land collectively described as TRACT 2A.2 containing approximately 0.479 acres of land, more or less, and TRACT 2F containing approximately 0.479 acres of land, more or less, and being a part of the T. QUEVADO Survey, Abstract 0018, as more particularly described in the Existing Easement.

C. Owner acquired title to the Property via that certain Special Warranty Deed with Vendor’s Lien recorded as Document No. 20140100050651 of the Official Public Records of Smith County, Texas, on December 5, 2014, subject to the Existing Easement owned by Grantee.

D. Owner warrants that it is the sole fee simple owner of the Property.

E. Owner (as successor-in-interest to Don Musslewhite) and Grantee are bound by the Existing Easement.

F. Grantee has constructed and now operates and maintains one (1) billboard-type advertising sign structure with all appurtenances (the “Billboard”) on the Property.

G. Owner and Grantee desire to amend and restate Grantee’s easement rights over, across and on the Property for the purpose of: (a) constructing, operating, repairing and maintaining the Billboard within the portion of the Property containing 0.035 acres, being more particularly described as Tract 1 on Exhibit A attached hereto and being depicted as the “Aerial Easement Area” on in Exhibit B attached hereto (the “Billboard Easement Area”); (b) the construction of, staging for, building of, assembly, installation and operation of, and the installation, repair and maintenance of electric utility lines to service the Billboard; and (c) maintaining a clear and unobstructed view of the Billboard from the roads and highways adjacent to the Property, including specifically FM 2493 also known as Old Jacksonville Highway.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby conclusively acknowledged, the parties hereby amend and restate the Existing Easement in its entirety as follows:

1. Owner hereby grants unto Grantee the following irrevocable, perpetual easements (collectively, the "Easement"): (a) an easement on, over and across the Billboard Easement Area for constructing, operating, repairing and maintaining the Billboard; (b) an easement on, over and across the Property for the construction of, staging for, building of, assembly, installation and operation of, and the installation, repair and maintenance of electric utility lines to service the Billboard; (c) an easement on, over and across the Property for the maintenance of a clear and unobstructed view of the Billboard from the street or highway adjacent to the Property, including specifically FM 2493 also known as Old Jacksonville Highway. The Billboard may be of any type, size, and configuration selected by Grantee; provided, however, the Billboard must be situated within the Billboard Easement Area. The easement rights granted to Grantee include, but are not limited to, the obtaining of, permitting for, and the installation and maintenance of, electric utility lines, in a location selected by Grantee, to illuminate the Billboard, and such reasonable right of access for ingress and egress to and from the Billboard Area as is necessary to gain access to, utilize, service, maintain and operate the Billboard. As used in this Agreement, "utilize, service, maintain and operate" includes, without limitation, changing faces of the Billboard, replacing or changing advertisements and copy on the Billboard, and general maintenance of the Billboard and electrical lines. The Easement includes a temporary construction easement on, over and across the Property to bring all signboard parts upon the Property and assembly, construction, staging, drilling, erection, replacement, completion and making ready of, the signboard system for operation and use. TO HAVE AND TO HOLD the above described granted Property and rights, together with all and singular the rights and appurtenances thereto in any wise belonging, unto the said Grantee, its heirs, successors and assigns forever; and Owner does hereby bind itself and its successors and assigns, to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said Grantee, its heirs, successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Owner.

2. There shall be no other fees or consideration paid by, or due from, Grantee to Owner at any time hereafter for the Easement and rights granted herein. No further compensation is due from Grantee to Owner for any present or future inconvenience, damage, interruption of Owner's operations and for any other impact upon Owner or the Property caused in whole or in part by the actions of Grantee, its agents, assigns, employees, contractors and those in privity with any of them relating to the erection, operation, maintenance of, or otherwise relating to, Owner or the Property.

3. Owner may sell, lease or encumber all or part of the Property, subject to the Easement.

4. The Easement is exclusive. Owner covenants and agrees that Owner will not construct, and Owner will not permit anyone other than Grantee and its successors and assigns to construct, billboard-type advertising signs on the Billboard Easement Area or in any other portion of the Property which would interfere with the Easement.

5. This Easement, together with the covenants and agreements set forth herein, constitute covenants running with the land and shall be binding upon Owner and its successors and assigns.

6. This Easement is an easement in gross and it is expressly agreed by the parties that this Easement shall be assignable outright or as collateral in whole or in part by Grantee. Grantee may enter into a lease agreement with a third party to perform any of the rights or obligations granted herein.

7. (a) Grantee shall maintain and operate the Billboard and utility service to the Billboard.

(b) Grantee shall pay (prior to delinquency) all taxes and assessments levied against the Billboard.

8. (a) Owner shall at no time take any action which interferes with or makes more difficult the maintenance and operation of the Billboard or utility service to the Billboard by Grantee.

(b) In the event Owner fails to maintain the Property in such a manner that improvements, structures, fixtures, objects, trees, shrubs, vegetation or impediments (all collectively "vegetation") obstruct the Billboard or any appurtenant electric utility line, Grantee shall be authorized to remove such vegetation or improvements without liability to Owner. Owner shall not commit or permit any waste on the Property and will neither do nor permit to be done anything to the Property that may impair the value of the Billboard.

(c) Owner shall pay (prior to delinquency) all taxes and assessments levied or assessed upon the Property.

(d) In the event of condemnation or the threat of condemnation of the Property by any lawful governmental authority, Grantee shall have the right to participate in any condemnation award or settlement to the extent of Grantee's damages, including the loss of the Easement. Grantee may relocate the sign on any remaining property of Owner if Grantee so desires. Grantee has the right to use the sign permit rights and easement rights to relocate to a third-party property in the event of taking or condemnation.

9. The Billboard and all trade fixtures, equipment, permits and authorizations relating thereto shall remain and continue to be the personal property of Grantee. The Billboard and all trade fixtures and equipment relating to the Billboard may be removed at the discretion of Grantee. Grantee shall have the right at any time and from time to time to make structural alterations to the Billboard.

10. Owner warrants that it will not assist, or approve or consent to, any third party placing a sign or erecting a building or other structure in such a location that will obstruct the view of the Billboard or interfere with Grantee's exercise of the rights granted hereby.

11. In the event of any interference or threatened interference with the Easement, it may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting such interference and commanding compliance with its terms, which restraining orders and injunctions will be obtainable upon proof of the existence of such interference or threatened interference, and without the necessity of proof of inadequacy of legal remedies or irreparable harm or of a bond. However, this shall not be deemed to be an election of remedies or a waiver of any of the rights or remedies available at law or in equity.

12. No waiver or consent express or implied by any party to this Easement agreement of any breach by any party in the performance by such party of its obligations hereunder shall be deemed or construed to be a consent to or waiver of any other breach in the performance by such party of the same or any other obligations of such party hereunder. Failure on the part of a party to complain of any act of any party or to declare any party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights hereunder.

13. No amendment, modification, or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

14. Texas law is the applicable law in interpreting and enforcing this Agreement, and performance is due in the County where the Billboard is located. The prevailing party in any suit brought to enforce or construe this Agreement shall recover its reasonable attorney's fees and costs of court relating to the issue(s) on which suit is filed, whether the attorney's fees and court costs are incurred pre-suit or once suit is filed.

15. Grantee shall use its best efforts to access and use only those portions of the Property necessary for Grantee to carry out its signboard-related activities.

16. Grantee will pay all recording costs, but Owner will pay any real estate taxes owed and unpaid for years prior to year in which this Agreement is signed, and any debt secured by the Property.

17. This Agreement constitutes the entire agreement of the parties hereto relating to the Easement and the Billboard and supersedes all prior contracts or agreements with respect to the subject matter of this Agreement, whether written or oral. Without limiting the generality of the preceding sentence, this Agreement supersedes and replaces, in its entirety, the Existing Easement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have set their respective authorized signatures. Each individual executing this Agreement warrants that he or she has the capacity and requisite authority to bind the entity represented, and that no other signatures or executions are required to make this Agreement and enforceable.

OWNER:

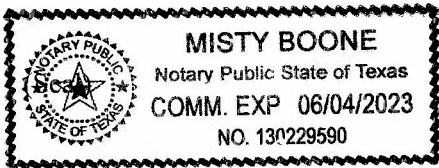
COOPER-IMPACT INVESTMENTS, LLC,
a Texas limited liability company

By: _____
Name: ~~Chris Cooper~~
Title: President

Shelica Cooper

STATE OF TEXAS §
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COUNTY OF SMITH §

This instrument was acknowledged before me on the 7th day of Sept., 2022, by Chris Cooper, President of Cooper Impact Investments, LLC, a Texas limited liability company, on behalf of such limited liability company.



Misty Boone

NOTARY PUBLIC, STATE OF TEXAS

GRANTEE:

Ramona L. Bennett

RAMONA L. BENNETT, an individual

STATE OF TEXAS

§

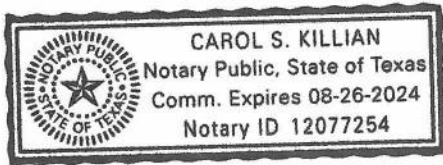
COUNTY OF SMITH

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This instrument was acknowledged before me on the 8th day of September, 2022, by Ramona L. Bennett, an individual

(Seal)



Carol S. Killian

NOTARY PUBLIC, STATE OF TEXAS

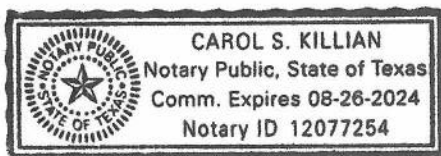
SMR

STUART M. REEVES, an individual

STATE OF TEXAS §
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COUNTY OF SMITH §

This instrument was acknowledged before me on the 9th day of September, 2022, by Stuart M. Reeves, an individual

(Seal)



Carol S Killian

NOTARY PUBLIC, STATE OF TEXAS

AFTER RECORDING RETURN TO:
Julie P. Wright
Freeman Mills PC
100 East Ferguson Street
Suite 606
Tyler, Texas 75702

EXHIBIT "A"

Legal Description of the Billboard Easement Area

[See attached]



HAROLD KNIFFIN

Registered Professional Land Surveyor

P.O. Box 685
Tyler, Texas 75710
121 S. Broadway #851
Tyler, Texas 75702

OFFICE 903 593-1014
FAX 903 593-1019

August 7, 2008

EXHIBIT "A"

**FIELD NOTES FOR 0.035 OF AN ACRE
THOMAS QUEVEDO GRANT, ABSTRACT NO. 18
SECTION 4
SMITH COUNTY, TEXAS**

TRACT 1

All that certain tract or parcel of land, being 0.035 of an acre situated in Section 4 of the Thomas Quevedo Grant, Abstract No. 18, Smith County, Texas, being part of that certain called 0.551 acre tract described in a deed from Elmer Dixson to Lanny Musslewhite et ux, dated January 16, 1996, recorded in Volume 3771, Page 766 of the Deed Records of Smith County, Texas. Said 0.035 of an acre being more completely described as follows, to-wit:

Bearings are based on the monumented west right-of-way line of the called 0.072 acre tract recorded in Volume 6028, Page 274.

BEGINNING at a 1/2" Iron Rod (set) at the intersection of the north line of the above mentioned Musslewhite 0.551 acre tract with the west right-of-way line of F.M. Road 2493, same being the northwest corner of the State of Texas called 0.072 acre tract recorded in Volume 6028, Page 274, being the southeast corner of the Cecile Edwards residue tract which is part of the called 6.33 acre tract recorded in Volume 2861, Page 6 and being the northeast corner of the herein described tract;

THENCE South 16 degrees 13 minutes 06 seconds West, with the west right-of-way line of the above mentioned F.M. Road 2493, a distance of 15.34 feet to a Type II Right-of-Way Monument (found) for an angle break in same;

THENCE South 19 degrees 04 minutes 50 seconds West, continuing with the west right-of-way line of said F.M. Road 2493, a distance of 16.74 feet to a 1/2" Iron Rod (set) for the southeast corner of the herein described tract, a Type II Right-of-Way Monument (found) for an angle break in said right-of-way line bears South 19 degrees 04 minutes 50 seconds West, 283.72 feet;

THENCE South 87 degrees 43 minutes 37 seconds West, a distance of 45.00 feet to a 1/2" Iron Rod (set) for the southwest corner of the herein described tract;

THENCE North 02 degrees 16 minutes 23 seconds West, a distance of 30.00 feet to a 1/2" Iron Rod (set) for the northwest corner of the herein described tract, being in the north line of said

Field Notes for 0.035 of an Acre & 0.0018 of an Acre
Thomas Quevedo Grant, Abstract No. 18
Section 4
Smith County, Texas

Musslewhite 0.551 acre tract and being in the south line of the above mentioned Edwards 6.33 acre tract;

THENCE North 87 degrees 35 minutes 03 seconds East, with the north line of said Musslewhite 0.551 acre tract and with the south line of said Edwards 6.33 acre tract, a distance of 55.96 feet to the **PLACE OF BEGINNING**, containing 0.035 of an acre of land.

**FIELD NOTES FOR 0.0018 OF AN ACRE
THOMAS QUEVEDO GRANT, ABSTRACT NO. 18
SECTION 4
SMITH COUNTY, TEXAS**

TRACT 2

All that certain tract or parcel of land, being 0.0018 of an acre situated in Section 4 of the Thomas Quevedo Grant, Abstract No. 18, Smith County, Texas, being part of that certain called 0.551 acre tract described in a deed from Elmer Dixson to Lanny Musslewhite et ux, dated January 16, 1996, recorded in Volume 3771, Page 766 of the Deed Records of Smith County, Texas. Said 0.0018 of an acre being more completely described as follows, to-wit:

Bearings are based on the monumented west right-of-way line of the called 0.072 acre tract recorded in Volume 6028, Page 274.

COMMENCING at a 1/2" Iron Rod (set) at the intersection of the north line of the above mentioned Musslewhite 0.551 acre tract with the west right-of-way line of F.M. Road 2493, same being the northwest corner of the State of Texas called 0.072 acre tract recorded in Volume 6028, Page 274, being the southeast corner of the Cecile Edwards residue tract which is part of the called 6.33 acre tract recorded in Volume 2861, Page 6;

THENCE South 61 degrees 00 minutes 36 seconds West, a distance of 33.66 feet to a sign pole and the **PLACE OF BEGINNING** of the herein described 0.0018 of an acre tract;

THENCE in a circle around the above mentioned sign pole, a Radius of 5 feet and containing 0.0018 of an acre within the above mentioned circle.

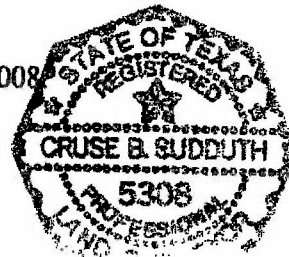
Field Notes for 0.035 of an Acre & 0.0018 of an Acre
Thomas Quevedo Grant, Abstract No. 18
Section 4
Smith County, Texas

I, Cruse B. Sudduth, Registered Professional Land Surveyor No. 5308, do hereby certify that the above Field Notes were prepared from an actual survey made on the ground during the month of July, 2008, and do accompany a Plat of even date.

GIVEN UNDER MY HAND AND SEAL, this the 7th day of August, 2008

Cruse B. Sudduth
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5308

FILE: 08-98A



RETURN TO:
S. REEVES
POB 148
FLINT, TX 75762

EXHIBIT "B"

Sketch of the Billboard Easement Area

[See attached]

