

FEB 03 2022

Jamie Clark
Clerk, County Court, Sabine County
By _____ DEPUTY

THE STATE OF TEXAS
COUNTY OF SABINE

TEMPORARY RIGHT OF WAY AND EASEMENT AGREEMENT

This RIGHT OF WAY AGREEMENT (this "Agreement") dated as of 3rd February, 2022 (the "Effective Date"), is made by Kathy Burkhalter, Martha Reneau and William Reneau (Landowner) and Sabine County (County). Landowner and County are sometimes each referred to in this Agreement as a "Party" and collectively as the "Parties."

RECITALS

- A. Landowner owns the real property located in Sabine County, Texas, which is commonly referred to as approximately one acre on Eddings Lane Road, and which is depicted on Exhibit "A" attached to this Agreement (the "Property"); and is a portion of that property described in Exhibit "B" incorporated herein by reference.
- B. County desires to acquire a temporary right-of-way and easement along and through the property, which has been agreed to by the parties herein to construct a temporary road and install a culvert temporarily to allow traffic to continue along Eddings Lane for the purpose of removing the existing culvert and replacing it with another culvert.

AGREEMENT

NOW, THEREFORE, in consideration of the agreements and promises set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Recitals: The recitals set forth above, and all referenced exhibits, are expressly incorporated in this Agreement by this reference.
2. Payment for the temporary easement and timber: (\$2,000.00) Two Thousand Dollars.
3. Easement; Right-of-Way and Licenses: In further consideration of the payment of the consideration set forth above, Landowner shall, in accordance with the terms and conditions of this Agreement, grant to County an easement in, over, across, under, and through the Property described in Exhibit "B, on the one acre more or less shown in Exhibit "A" to construct, install, maintain, replace, operate, and install a culvert and a road for the public use both for passenger and commercial purpose. County shall have reasonable access to the easement, including all necessary rights-of-way and licenses to enter upon the Property or allow its employees or contractors to enter the property to perform the duties and work described above.
4. Term: The term of this Agreement shall commence on the Effective Date and will continue until the new bridge is installed, the temporary culvert is removed, and the County is satisfied the project is finally completed. The culvert will be removed from the Property, but the road will not. The rights to the Property granted herein shall terminate on the opening of the bridge and when the County is satisfied the project is finally completed.

C. Construction, Operation, and Maintenance: Audit: County shall be solely responsible for all costs to construct, maintain, operate, repair, replace, install and remove the culvert and related facilities and markers from the Property. Proper drainage in the ditch shall be maintained throughout the installation of the culvert and road. It is the responsibility of County to handle traffic in a safe and satisfactory manner during the installation and maintenance of the culvert and road. Upon removal of the culvert, the County shall install a dirt berm 12 inches or more high along each side of the creek bank for a distance of 30 feet with the center being the center point of the temporary culvert. All timber removed from the temporary easement shall be disposed of by the County or its contractor, except that Landowner will receive one marked hardwood tree for firewood. The County or its contractor may remove the existing fence along the temporary easement and the road during construction. A temporary fence will be installed on or about the temporary easement line and Landowner's property. Following completion of the construction, the County shall remove the temporary fence and replace the section of fence removed from Landowner's property with new fencing, within the temporary easement along the edge of gravel on the county road, being 28.5 feet from the centerline of the road. The County will remove its old rail car bridge from Landowner's property at or before completion of this new culvert.

5. Representations and Warranties: As an inducement to the Company to enter into this Agreement, Landowner represents and warrants the following concerning the Property:

6.1 Landowner is the sole owner of the fee simple absolute interest to the Property.

6.2 To the best of Landowner's knowledge, there are no environmental or archeological restrictions which would interfere with the Landowner's rights pursuant to this Agreement; and

6.3 Landowner is excepting the sum of \$7,000.00 with \$2,000.00 being compensation for the temporary easement of one acre, more or less, of real property shown in Exhibit "A" and \$5,000.00 for a full and final settlement of all property damages, both during construction and future damages, to the property, creek, and timber, now existing or which will occur during or after construction or removal of the temporary road, and culvert.

6.4 No other parties have any interests in the right to use the Property, including, but not limited to, mortgages, deeds of trust, leases, easements, rights-of-way, and licenses.

6. No further Rights: Except for those rights expressly provided elsewhere herein, no other rights to the Property are conveyed, transferred, or assigned to Landowner by this Agreement.

7. Notwithstanding anything to the contrary in this Agreement, nothing in this Agreement is intended, and nothing in this Agreement shall be construed, to require that Landowner construct, maintain, operate, repair, replace, and remove the culvert and road and related facilities from the Property.

8. Nothing contained herein shall be construed or deemed to constitute a permanent dedication, express or implied, of any real property to or for any public use or purpose whatsoever.

9. No Representation: THE RIGHTS GRANTED HEREIN ARE BEING GRANTED IN THEIR CURRENT CONDITION, "AS-IS, WHERE-IS AND WITH ALL FAULTS" AND

EXCEPT AS MAY BE SPECIFICALLY SET FORTH IN THE MASTER AGREEMENT, WITHOUT REPRESENTATION OR WARRANTY OR INDEMNIFICATION OF ANY KIND, EXPRESS OR IMPLIED, EACH AND ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED BY THE COUNTY, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY WITH RESPECT TO QUALITY, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR USE OR PURPOSE.

10. WAIVER OF LIABILITY: THE PARTIES' LIABILITY FOR DAMAGES HEREUNDER IS LIMITED TO DIRECT, ACTUAL DAMAGES ONLY AND THE SUSPENSION OF PERFORMANCE, THE FAILURE TO PERFORM, OR THE TERMINATION OF THIS AGREEMENT.

11. Required Approvals: The County will, at the County's sole expense, obtain any required permits from the appropriate state or local agencies that may be required by law or regulation. Landowner will cooperate in any nonmonetary manner in assisting Landowner in obtaining and complying with any such requirements.

12. Filings: The County shall file all reports with all appropriate state or local agencies that may be required by law or regulation.

13. Successors and Assigns: This Agreement shall be binding on the Parties and their respective successors and assigns, including, without limitation, any future Landowners of the Property. Landowner agrees to include a description of this Agreement in any contract, deed, or other document affecting any conveyance of any interest in any of the Property.

14. Authorizations: Each Party warrants to the other Party that it is duly authorized and has the power to enter into this Agreement and grant and convey the interests described in this Agreement.

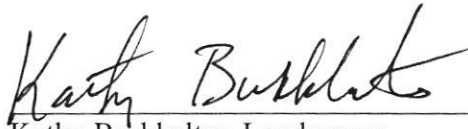
15. Governing Law: This Agreement shall be governed by and construed in accordance with the substantive laws and judicial decisions of the State of Texas.

16. This Agreement contains the entire agreement between the County and the Landowner and no statements, promises, or inducements made by any party or agreement of either party that are not contained in this Agreement shall be valid or binding. This Agreement may be modified only in writing when signed by the Parties.

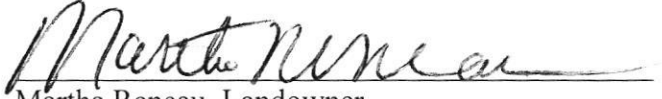
17. Counterparts: This Agreement may be signed in counterparts by the Parties with the same effect as though each Party had executed the same document. Signature and notary pages may be detached from the counterparts and attached to a single copy of this Agreement to form one legally effective document.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.



Kathy Burkhalter, Landowner



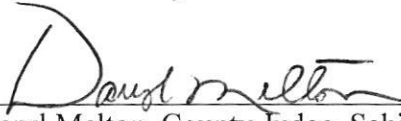
Martha Reneau, Landowner



William Reneau, Landowner

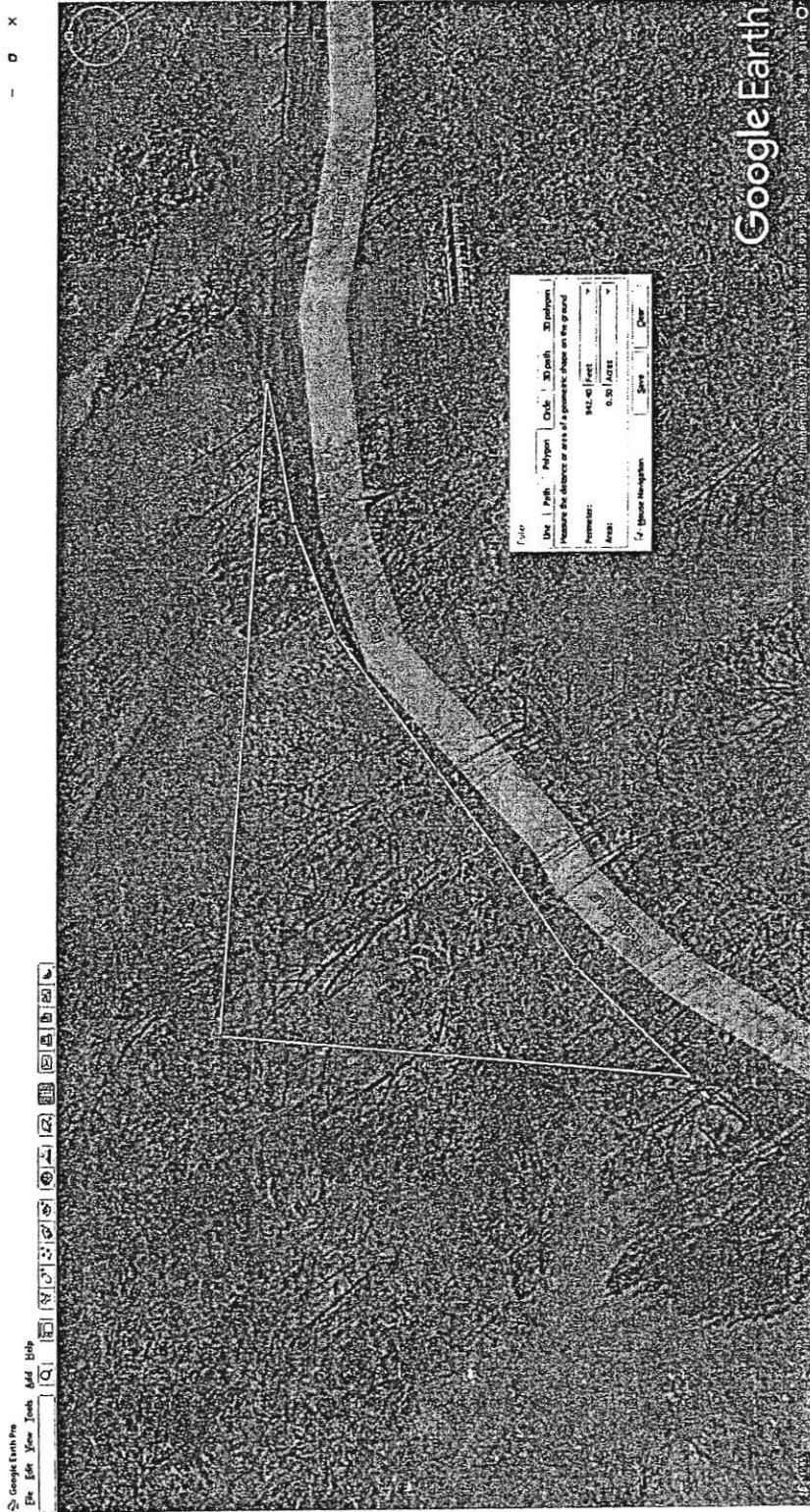


Commissioner Pct. 3, Sabine County, Texas



Daryl Melton, County Judge, Sabine County, Texas

EXHIBIT "A"



tabbles
EXHIBIT
 A

Being 50 acres of land lying and being situated in Sabine County, Texas being a portion of the Willis Murphy Survey A-44 from Warranty Deed from C. D. Eddings dated 8/26/1944 and recorded in Volume 54 Page 378 in the Deed Records of Sabine County, Texas, and described as follows to wit:

BEGINNING ON THE north bank of Tiger Creek where the land owned by Mrs. Leah Eddings and the heirs of S. S. Eddings, deceased, corner with Roxie Williams corner, now Roxie Marshburn, stk. From which a sweet gum brs. S. 6 ½ W. 2 ft.;

THENCE N. 18 ½ W. with the line between said Eddings land and said Williams land 1687 ft. to corner, a pine marked on D.K. Eddings South boundary line;

THENCE N. 67 ½ E. with Eddings S.B. line 1900 ft. to a small branch a stake set for corner;

THENCE down said branch with its meanders to J.J.Huffman's land, which is Huffman's N. W. corner;

THENCE S. 22 W. with said branch 344 ft;

THENCE S. 4 ½ W. with said branch 195 ft;

THENCE S. 6 ½ W. 184 ft;

THENCE S. 17 W. 100 ft. to Tiger Creek;

THENCE up Tiger creek with its meanders as follows: S. 71 W. 133 ft. S. 4 ½ W. 189 ft. N. 47 W. 134 ft. N. 18 ½ E. 83 ft. N. 11 ½ W. 44 ft. N. 64 W. 116 ft. N. 79 ½ W. 175 ft. to the place of beginning, containing 50 acres more or less.



FILED FOR RECORD
AT 12:56 O'CLOCK P M

FEB 03 2022

Jamie Clark
Clerk, County Court, Sabine County
By _____ DEPUTY

FULL AND FINAL SETTLEMENT AND RELEASE AGREEMENT

A. DEFINITIONS

1. a. Kathy Burkhalter, is an Individual from Eddings Lane Road, Hemphill, Sabine County, Texas, mailing address P. O. Box 401, Pineland, Texas 75968, herein after referred to as "Individual".

1. b. Martha Reneau, is an Individual from Eddings Lane Road, Hemphill, Sabine County, Texas, mailing address 462 Quincy Drive, Polk, Texas 75969, herein after referred to as "Individual".

1. c. William Reneau, is an Individual from Eddings Lane Road, Hemphill, Sabine County, Texas, mailing address 1485 Edgewood Circle, Lufkin, Texas 75904, herein after referred to as "Individual".

2. Sabine County, Texas is a County in Texas.

3. "Derivative Claimants" shall mean any person or entity acting by, through, or under the Individual (including by reason of marriage or family relationships, any such person), or any of the Entities of the Individual.

4. "Entities" of a party shall mean those persons and/or entities (whether now in existence or not), and which are or were formerly owned or controlled, in whole or in part, directly or indirectly, by a party to this Agreement, or any Derivative Claimant, and their respective entities, employers, employees, directors, shareholders, officers, assigns, predecessors, successors, attorneys, representatives or agent of such persons and/or entities.

5. "Representatives" of a person or entity shall mean and include all of that person's or entity's past or present principals, agents, servants, employees, attorneys, consultants, experts,

partners (both general and/or limited), equity participants, officers, directors, shareholders, parent companies, subsidiaries, affiliates, predecessors, successors, assigns, estates, beneficiaries, heirs, devisees, legatees, trustees, and personal representatives.

6. "Settlement Agreement" shall mean this Full and Final Settlement Agreement and Mutual Release by and between the parties hereto.

B.
CONTRACTUAL RECITALS AND
STATEMENT OF PURPOSE

WHEREAS, the Individual has a potential claim of damages to property shown in Exhibit "A" incurred in the removal of timber, construction of a temporary road and installation of a culvert on the property or removal of the culvert, erosion, and future damages, hereinafter referred to as the "claim", against the County; and

WHEREAS, this Settlement Agreement, and the execution hereof, does not, and is not intended to be, construed to be, or is an admission of any fault or wrongdoing by or on behalf of the Individual or the County, all such claims having been expressly denied heretofore, and the parties continue to deny the same; and

WHEREAS, all provisions of this Settlement Agreement and Mutual Release are contractual in nature, and not mere recitals only; and

WHEREAS, the purpose of this Settlement Agreement is to set forth and embody a negotiated compromise, settlement, and release, as set forth herein.

NOW THEREFORE, in consideration of the mutual covenants and conditions herein contained, and the incorporation of the above Recitals, the parties hereto agree as follows:

C.

PERSONS AND ENTITIES BOUND BY THIS SETTLEMENT AGREEMENT

1. The Individual understands and agrees that by execution hereof, the terms of this Settlement Agreement are binding upon the Individual and upon all representatives, successors, heirs, and assigns of the Individual.

2. The County, Sabine County, Texas, understands and agrees that by execution hereof, the terms of this Settlement Agreement are binding upon the County and upon all representatives, successors and assigns of the County.

3. The Individual represents and warrants that the Individual has approved of all of the terms, conditions and covenants of this Settlement Agreement as evidenced by the duly authorized signature to this Settlement Agreement.

4. The County, represents and warrants that the County has approved of all of the terms, conditions and covenants of this Settlement Agreement as evidenced by the duly authorized signature to this Settlement Agreement.

D.

NO OUTSTANDING CLAIMS

1. The Individual warrants and represents that the individual has no awareness of the existence of any actual or potential claim, demand, suit, cause of action, charge or grievance possessed by the Individual, which is not subject to and fully released by this Settlement Agreement, with no exceptions. This settlement should also apply to all future claims, known or unknown, which could arise in the removal of timber, construction of the road, installation of the culvert, removal of the culvert, erosion, or any other property damages whatsoever.

2. The Individual warrants and represents that the Individual has not assigned,

authorized or transferred (in any way, whether directly or indirectly) any claims, demands, suits, causes of action, charges, or grievances of any kind or character, which the Individual had or may have had prior to and including the Effective Date against the County. The Individual, neither has nor owns any part of any actual or potential claims, demands, suits, causes of action, charges, or grievances of any kind or character against the County which are not subject to and released by this Settlement Agreement, including future claims known and unknown, which could arise in the removal of timber, construction of the road, installation of the culvert, removal of the culvert, erosion, or any other property damages whatsoever.

**E.
CONSIDERATION**

1. In consideration of the total sum of \$5,000.00 (Five Thousand and No/100 Dollars) from the County, the receipt and sufficiency of which is hereby acknowledged by the Individual, and in consideration of the mutual agreements, conditions, representations, warranties, recitals, covenants and statements of intention contained herein, the Individual, Kathy Burkhalter, Martha Reneau, and William Reneau, hereby accepts the above-referenced payment in full settlement, compromise and release of all claims as arising out of or in connection with the claim, pursuant to this Settlement Agreement, against the County. This sum of \$5,000.00 is that same sum recited in the temporary easement agreement.

2. The County shall tender such sum in the following manner: upon receipt of this executed release and the temporary easement agreement the County shall deliver a check for the total amount of the settlement sum, payable to Kathy Burkhalter, Martha Reneau and William Reneau by mail to P. O. Box 401, Pineland, Texas 75968.

3. Each party agrees to be solely responsible for the payment of their respective

attorney's fees, court costs, expert witness fees, court reporter's fees, and all other expenses incurred on said party's behalf as a result of or in connection with the claim and/or this Settlement Agreement.

F.
MUTUAL RELEASE

The Individual and the County, Sabine County, Texas, hereby covenant, agree and consent to the following:

1. The intent of the parties hereto is that each person or entity executing this Settlement Agreement shall, by reason of such execution, be entirely free of any and all actual or potential claims, suits, demands, causes of action, charges or grievances of any kind or character, present or future, known or unknown, regardless of the nature or extent of the same, arising out of the claim.

2. The Individual, hereby fully and finally **RELEASES, ACQUITS, AND FOREVER DISCHARGES** the County, (any of the County representatives), and the Individual further covenants not to assert in any manner against Sabine County, its employees, elected officials, or any of such persons or entities released hereby, any and all actual or potential claims held by the Individual, against the County, and/or any suits, demands, causes of action, charges or grievances of any kind or character whatsoever, heretofore or hereafter accruing for or because of any matter done, omitted or suffered to be done by use or description, whether directly or indirectly, arising from or related to the claim, including but not limited to, the removal of timber, removal of dirt, installation of the road, installation of the culvert, removal of the culvert, restoration of the property claims, erosion claims, or any claims whatsoever present and future, known and unknown.

G.
INUREMENT

It is understood and agreed that this Settlement Agreement shall inure to the benefit of the Individual, and/or the representatives of the Individual, Sabine County, Texas, its employees, representation, and its elected officials. No other person or entity is intended to benefit by or be deemed a third-party beneficiary of this Settlement Agreement.

H.
EXPRESS DENIAL OF LIABILITIES

The Individual, and the County, Sabine County, Texas, and/or their representatives, understand and agree that no payment made nor released pursuant to the terms of the Settlement Agreement, or other consideration given shall be intended to be, nor shall be construed to be, an admission of liability and any and all such liability is expressly denied.

I.
SEVERABILITY

If any one or more of the provisions of this Settlement Agreement, or the application of any such provision to any person, entity, or set of circumstances, shall be determined to be invalid, unlawful, or unenforceable to any extent at any time, the remainder of this Settlement Agreement, and the application of such provision to persons, entities, or circumstances other than those as to which it is determined to be invalid, unlawful, or unenforceable, shall not be affected, and shall continue to be enforceable to the fullest extent permitted by law. Any invalid, unlawful, or unenforceable provision hereof shall be reformed to the extent necessary to render it valid, lawful, and enforceable in a manner consistent with the intentions of the parties hereto regarding such

provision.

**J.
ENTIRE AGREEMENT OF THE PARTIES**

This Settlement Agreement constitutes the entire agreement and understanding of the Individual, and the County, Sabine County, Texas, and/or representatives, with respect to the transactions contemplated hereby, and supersedes all prior agreements, arrangements, and understandings related to the subject matter hereof, including but not limited to, the claim. No representations, warranties, recitals, covenants, or statements of intention have been made by, or on behalf of, any party hereto which is not embodied in this Settlement Agreement or in connection with the transactions contemplated hereby, and no party hereto shall be bound by, or liable for, any alleged representation, warranty, recital, covenant, or statement of intention not so set forth. All the terms, provisions, conditions, covenants, warranties, recitals, and statements of intention in this Settlement Agreement shall be binding upon, inure to the benefit of, and be enforceable by the Individual, and the County, employees, and it elected officials and their representatives.

**K.
GOVERNING LAW**

This Settlement Agreement shall be construed in accordance with the governing laws of the State of Texas. The obligations of the parties are performable, and venue for any legal action arising out of this Settlement Agreement shall lie in Sabine County, Texas.

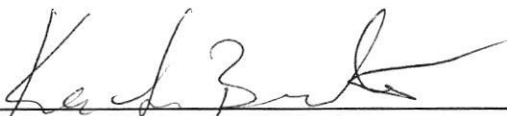
**L.
FULL UNDERSTANDING AND AGREEMENT**

EACH RELEASING PERSON, ENTITY, OR PARTY WARRANTS THAT SUCH PARTY HAS READ THIS FULL AND FINAL SETTLEMENT AGREEMENT AND MUTUAL

RELEASE (INCLUDING EXHIBITS) AND FULLY UNDERSTANDS IT. EACH PARTY WARRANTS THAT SUCH PARTY IS OF LEGAL COMPETENCE OR LEGAL CAPACITY, AND IS FREE, WITHOUT DURESS, TO EXECUTE THIS SETTLEMENT AGREEMENT AND MUTUAL RELEASE, AND THAT SUCH PARTY HAS DONE SO OF FREE WILL AND ACCORD, WITHOUT RELIANCE ON ANY REPRESENTATION OF ANY KIND OR CHARACTER NOT EXPRESSLY SET FORTH HEREIN.

**M.
EXECUTION AND EFFECTIVE DATE**

This Settlement Agreement may be signed in counterparts, and each counterpart shall constitute an original. The parties hereto have executed this Full and Final Settlement Agreement and Mutual Release on the dates set forth opposite their names, to be effective as of 2 day of February, 2022.

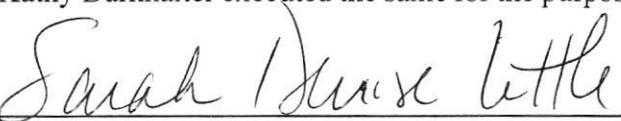


Kathy Burkhalter, Individual

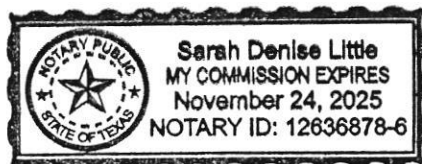
State of Texas

County of Subene

On this 2 day of February, 2022, before me, the undersigned notary public, personally appeared Kathy Burkhalter, known to me to be the person whose name is subscribed to the within instrument and acknowledged that Kathy Burkhalter executed the same for the purposes therein contained.



Notary Public, State of Texas



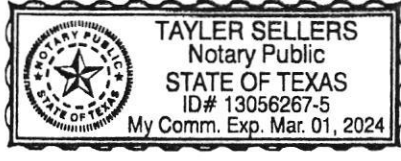
Martha Reneau
Martha Reneau, Individual

State of Texas

County of Angelina

On this 3rd day of February, 2022, before me, the undersigned notary public, personally appeared Martha Reneau, known to me to be the person whose name is subscribed to the within instrument and acknowledged that Martha Reneau, executed the same for the purposes therein contained.

Taylor Sellers
Notary Public, State of Texas



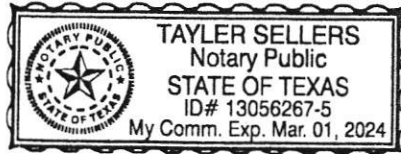
William Reneau
William Reneau, Individual

State of Texas

County of Angelina

On this 3rd day of February, 2022, before me, the undersigned notary public, personally appeared William Reneau, known to me to be the person whose name is subscribed to the within instrument and acknowledged that William Reneau executed the same for the purposes therein contained.

Taylor Sellers
Notary Public, State of Texas



The State Of Texas §
County of Sabine §

I hereby certify that these documents were filed and duly
recorded in the Commissioner Court Minutes of Sabine
County, Texas.



Volume 3W Page 541
Jamie Clark - County Clerk

By: Bucky Childers
Deputy

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