

ASSIGNMENT OF EASEMENTS AND RIGHTS

STATE OF TEXAS

§

Doc# 77102

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF BREWSTER

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This ASSIGNMENT OF EASEMENTS AND RIGHTS ("Agreement") is executed by Terramar Corporation, a Texas corporation ("Terramar"), and Property Owners Association of Terlingua Ranch, Inc., a Texas corporation ("POATRI"), on the dates of the following acknowledgements, to be effective as of the 1st day of December, 2006.

RECITALS:

A. Terramar previously owned numerous properties located in Brewster County, Texas ("Terramar Properties" as defined herein). Terramar has sold most, or all, of the Terramar Properties it once owned in Brewster County. In the deeds Terramar used to convey title to the Terramar Properties ("Terramar Deeds"), Terramar reserved unto itself, its successors and assigns the following rights:

- 1. an easement of ingress and egress across the existing roads and roadways on the property being sold; and
- 2. the right to dedicate such roads and roadways on the property being sold to the public at any time after the date of the conveyance without the joinder of the property purchaser, his/her heirs, successors, and assigns.

B. All or most of the Terramar Properties were a development project which became known as the Terlingua Ranch. POATRI is the property owners association for Terlingua Ranch.

C. Terramar now desires to assign to POATRI all of its easements, rights and interests reserved unto Terramar in the Terramar Deeds. POATRI desires to accept the assignment of all of Terramar's easements, rights and interests reserved unto Terramar in the Terramar Deeds.

PROPERTY DESCRIPTION

A. The rights conveyed herein are only those easements, rights and interests reserved by Terramar in the Terramar Deeds.

B. The Terramar Properties are defined as any portion of the properties listed in Exhibit A attached hereto which at any time were ever owned by Terramar, but excluding any portion of the properties listed in Exhibit A which were never owned by Terramar.

NOW, THEREFORE, for and in consideration of Twenty Dollars (\$20.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment of Easements, Rights and Interests. Terramar, through its duly authorized officer, does hereby assign to POATRI all of its easements, rights and interests in the Terramar Properties, as reserved unto Terramar in the Terramar Deeds, including but not limited to:

- a. An easement of ingress and egress across the existing roads and roadways on the Terramar Properties; and
- b. the right to dedicate such roads and roadways on the Terramar Properties to the public at any time after the date of the conveyance of a Terramar Properties by Terramar, without the joinder of the property purchaser, his/her heirs, successors, and assigns.

2. Assumption and Consent. POATRI, through its duly authorized officer, does hereby accept the assignment of all of Terramar's easements, rights and interests in the Terramar Properties, as reserved unto Terramar in the Terramar Deeds, including but not limited to:

- a. an easement of ingress and egress across the existing roads and roadways on the Terramar Properties; and
- b. the right to dedicate such roads and roadways on the Terramar Properties to the public at any time after the date of the conveyance of a Terramar Properties by Terramar, without the joinder of the property purchaser, his/her heirs, successors, and assigns.

3. Binding Affect. This Agreement shall be binding upon Terramar and inure to the benefit of POATRI. POATRI shall have the right to assign any or all of the easements, rights and interests received herein, to any party or parties, without the joinder or approval of Terramar.

4. Governing Law. This Agreement shall be construed under and in accordance with the laws of the State of Texas, with venue in Brewster County, Texas.

5. Severability. If any of the provisions of this Agreement are, for any reason, held to be invalid, illegal, or unenforceable, that invalidity, illegality or unenforceability will not affect the remainder of the Agreement, which will continue in full force and effect.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE OF TERRAMAR CORPORATION FOLLOWS.

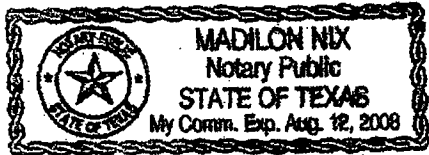
TERRAMAR CORPORATION,
a Texas corporation

By: Catherine Colleen Hanratty
Name: Catherine Colleen Hanratty
Its: CEO

STATE OF TEXAS

COUNTY OF TARRANT

This instrument was acknowledged before me on 8 November 1, 2006 by
Catherine Colleen Hanratty, as CEO of Terramar Corporation.



Madilon Nix
Notary Public, State of Texas

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE OF
PROPERTY OWNERS ASSOCIATION OF TERLINGUA RANCH, INC.
FOLLOWS.

AGREED AND ACCEPTED:

PROPERTY OWNERS ASSOCIATION OF TERLINGUA RANCH, INC.
a Texas corporation

By: Tom Durham
Name: Tom Durham
Title: President

STATE OF Florida
COUNTY OF Franklin

This instrument was acknowledged before me on November 10, 2006 by Tom Durham, as President of Property Owners Association of Terlingua Ranch, Inc.

Latisha M. Whitehurst
Notary Public, State of Florida



AFTER RECORDING MAIL TO:
Attn: Alida Lorio
Property Owners Association of Terlingua Ranch, Inc.
P.O. Box 638
Terlingua, TX 79852

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. EXHIBIT A
FOLLOWS.

EXHIBIT A

BLOCK G-4, Sections 52, 53, 54, 56, 57, 58, 59, 60, 72, 97, 125, 126, 127, 133, 134, 135, 136, 137, 138, 161, 162, 163, 164, 165, 166, 169, 170, 171, 172, 173, 174, 175, 176, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 232, 233, 235, 238, 282, 284, 286, 295, 296, 297, and 298 according to the map or plat thereof in the Records of Brewster County, Texas.

BLOCK G-5, Sections 3, 4, 5, 6, 7, 8, 9, 18, and 19 according to the map or plat thereof in the Records of Brewster County, Texas.

BLOCK G-12, Sections, 2, 4, 6, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 28, 59, 61, 62, 63, 66, 67, 68, 69, and 70 according to the map or plat thereof in the Records of Brewster County, Texas.

BLOCK 335, Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, and 12 according to the map or plat thereof in the Records of Brewster County, Texas.

BLOCK 15, Sections 10, 11, 12, 13, 14, 15, 20, 21, and 22 according to the map or plat thereof in the Records of Brewster County, Texas.

BLOCK TER, Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27 and 28 according to the map or plat thereof in the Records of Brewster County, Texas.

BLOCK CS, Sections 1, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, and 31 according to the map or plat thereof in the Records of Brewster County, Texas.

BLOCK 213, Section 9 according to the map or plat thereof in the Records of Brewster County, Texas.

BLOCK 214, Sections 3, 10, 13, 18, 21, 22, 30, and 31 according to the map or plat thereof in the Records of Brewster County, Texas.

BLOCK 215, Sections 4, 5, 6, 7, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 21, 23, 24, 25, 27, 31, and 35 according to the map or plat thereof in the Records of Brewster County, Texas.

BLOCK 216, Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, and 35 according to the map or plat thereof in the Records of Brewster County, Texas.

BLOCK 217, Sections 1, 2, 3, 5, 8, 10, 11, 13, 14, 15, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 30, 31, 34, and 35 according to the map or plat thereof in the Records of Brewster County, Texas.

BLOCK 233, Sections 7, 8, 17, 18, 19, 29, 31, and 32 according to the map or plat thereof in the Records of Brewster County, Texas.

BLOCK NC, Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, and 36 according to the map or plat thereof in the Records of Brewster County, Texas.

BLOCK TT, Sections 1 and 4 according to the map or plat thereof in the Records of Brewster County, Texas.

BLOCK 9, Sections 72, 91, and 92 according to the map or plat thereof in the Records of Brewster County, Texas.

BLOCK ED, Section 1 according to the map or plat thereof in the Records of Brewster County, Texas.

**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.



Berta Luis Martinez

County Clerk, Brewster County, Texas

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RECORDED 11-27-2006

Book 207

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Filed & Recorded in

Official Records of

BREWSTER COUNTY

BERTA LUIS MARTINEZ

COUNTY CLERK

Fees \$35.00