

FILED FOR RECORD

\_\_\_\_\_ O'CLOCK \_\_\_\_\_ M

AUG 25 2025

VANESSA JAMES, County Clerk  
JACK COUNTY, TEXAS

BY \_\_\_\_\_ DEPUTY

## MINUTES

On this the 26th day of July 1999 the Jack County Commissioners met in regular session at 10:00 am with the following elected officials present:

Jerry Adams, Commissioner Pct. #2  
James L. Cozart, Commissioner Pct. #3  
Milton R. Pruitt, Commissioner Pct. #4  
Mitchell G. Davenport, County Judge

### APPOINTMENT TO FILL UNEXPIRED TERM COMMISSIONER PRECINCT #1

According to Section 87.042 of the Local Government Code Joe Paul Nichols was appointed to complete the unexpired term of Lewis Kirk, Commissioner Precinct #1.

## PUBLIC FORUM

There were several members of the public present.

### CONSENT AGENDA ITEMS

#### A) Approval of Minutes of Meeting July 12, 1999

Judge Davenport moved to adopt the consent agenda item. The motion was seconded by Commissioner Cozart and carried unanimously.

#### BUDGET WORKSHOP FY00 (2000)

The Court recessed at 11:35 am  
The Court reconvened at 1:35 PM

#### BUDGET WORKSHOP FY00 (2000)

## ACCOUNTS AND CLAIMS

All accounts and claims were submitted for approval those approved were paid and entered into the computer of the County Auditor by motion of Commissioner Cozart. Commissioner Adams seconded the motion and it carried unanimously.

Future agenda items were discussed. The Court agreed to meet on Monday August 2, 1999 for Budget Workshop.

There being no further business the Court adjourned at 3:15 by motion of Commissioner Cozart.

Joe Paul Nichols  
Joe Paul Nichols, Commissioner Pct. #1

Jerry M. Adams  
Jerry Adams, Commissioner Pct. #2

James L. Cozart  
James L. Cozart, Commissioner Pct. #3

Milton R. Pruitt  
Milton R. Pruitt, Commissioner Pct. #4

Mitchell G. Davenport  
Mitchell G. Davenport, County Judge



ATTEST:

Shelly Clayton  
Shelly Clayton, County Clerk  
Jack County, Texas

## **MEMORANDUM OF AGREEMENT**

The Texas Parks and Wildlife Department (hereinafter referred to as the "Department"), and Jack County (hereinafter referred to as the "County"), and the City of Jacksboro (hereinafter referred to as the "City"), each entity acting by and through duly authorized officers, enter into the following MEMORANDUM OF AGREEMENT:

WHEREAS, the Department is an agency of the State of Texas responsible for acquiring, maintaining, and operating a system of public parks for the benefit of the people generally; and

WHEREAS, the City is a Municipal Corporation; and

WHEREAS, the County is a political subdivision of the State of Texas;

NOW THEREFORE, for and in consideration of the premises and the mutual benefits hereof, the parties hereto agree as follows:

### **I. PURPOSE:**

This Memorandum of Agreement (Agreement) is to establish a framework within which the Department, the County, and the City cooperatively work to promote the preservation, protection, and operation of the natural and cultural resources of the corridor known as Lost Creek Reservoir State Trailway (Trail). The Trail corridor, lying in Jack County, Texas, is particularly described in Exhibit A and is attached hereto and made a part hereof for descriptive purposes.

The County and City will assist the Department to:

1. Develop a management plan to ensure the protection and appropriate use of the Trail.
2. Work to preserve and protect the natural and cultural resources of the Trail.
3. Develop educational programs on the natural and cultural resources of the Trail.
4. Build a constituency of support for the Trail.
5. Promote volunteerism for the Trail.
6. Provide access for hiking, biking, and equestrian use of the Trail.
7. Operate, maintain, and repair facilities associated with the Trail.

The Department will:

1. Provide overall coordination, supervision and management of the Lost Creek Reservoir State Trailway.

## II. ROLES AND RESPONSIBILITIES

1. The Department will assume responsibility for management, maintenance and operation of the Trail and may implement Capital Improvement Projects as appropriate.
2. The County and the City's roles are to act in a supportive manner of the Department in the management and use of the Trail. Assistance from the County and City is on a voluntary basis unless otherwise arranged among the Department, the County and the City. The County and the City will perform tasks in good faith, with deadlines and deliverables specified as needed and mutually agreed upon on a case-by-case basis.
3. The Department will designate a person to serve as liaison/point of contact with the County and the City.
4. The City or County may undertake certain activities and projects on behalf of the Department.
5. Before any activity or project is initiated on the Trail, it is the responsibility of the County and the City, through its designated representatives, to seek and obtain approval of the Department. No activity or project may be carried out on the Trail or on its behalf without this approval by the Department.
6. Certain projects may require supplies, equipment, or other associated materials that the Department cannot reasonably provide. In these cases, the City and the County will assist as necessary. These responsibilities will be determined on a case-by-case basis, and as County and City resources allow.
7. The Department's designee will share reports and information with the City and the County that list, define, or delineate known sensitive features, areas, and natural and cultural resources which the County and the City must avoid unless given specific authorization. The Department should update this information as needed. The Department, the County and the City will strive to avoid those resources. If for any reason a City or County-approved project will result in soil excavation or disturbance, then the City or County will be responsible for securing the appropriate resource clearance so as to meet the Department's obligation as outlined in the Memorandum of Agreement with the Texas Historical Commission. The Department will not be liable nor responsible for these costs, nor for any previous or subsequent resource clearance issues.
8. The Department's designee will be responsible for transmitting copies of appropriate reports outlining said assistance and resultant benefit to the Department.

### **III. CONCEPT OF MANAGEMENT AND OPERATION**

In recognition of the complexities of managing and operating the Trail and the resultant need for specialized, professional expertise, the parties hereto understand and agree to the following basic management and operation principles:

1. Overall responsibility for management, maintenance and operation of the Trail is vested in the Department under the administration of Fort Richardson State Historic Park.
2. The County and the City shall assist the Department, where possible, with certain supplies, equipment, and other associated materials that the Department cannot reasonably provide. All situations shall be addressed on an individual, case-by-case basis.
3. The Department's designee shall monitor all activities as they relate to the Texas Parks and Wildlife Department's Commission Environmental Policy and make determinations regarding any necessary resource clearance requirements. Any required resource clearances shall be secured by the party initiating the action.
4. The existing mountain bike trail constructed by the City will continue to be used under the following conditions:
  - (a) The mountain bike trail will be operated and maintained by the City according to the Department's policies and procedures in all areas where the mountain bike trail is situated on property described as "Department-managed;"
  - (b) The City will provide all labor and expenses for the mountain bike trail;
  - (c) The City will relocate the trail as the Department deems necessary to promote safety and resource protection;
  - (d) The mountain bike trail must not be extended and must not deviate from its present location unless approved by the Department;
  - (e) The City must obtain approval from the Department's designee before pursuing any activities associated with the mountain bike trail;
  - (f) The City will construct, erect, and maintain signs in all City-controlled access points, advising users that travel on any Department-managed areas require a permit and associated fees;
  - (g) If any of the previously stated conditions cannot be accomplished or if the City cannot meet these conditions, then the mountain bike trail may be abandoned in these areas, if the Department so desires.

### **IV. NATURE OF AGREEMENT**

The County, the City and the Department expressly acknowledge that this Agreement is in the nature of an operational agreement, and that the Department has not assigned any of its control, management, direction or policy to the City or the County.

## **V. GENERAL**

All obligations of the Department hereunder are subject to the availability of funds and to State law.

## **VI. INDEMNIFICATION**

The County and the City will indemnify and hold harmless the Department from and against all losses, damages, expenses, claims, demands, suits, and actions by any party against the State of Texas in connection with the work performed or activities conducted by the County and the City relating to the Trail, except for acts of negligence, gross negligence or willful or wanton acts of the Department, to the extent allowed by law. Conversely, the Department will indemnify and hold harmless the County and the City from and against all losses, damages, expenses, claims, demands, suits, and actions by any party against the County or the City in connection with the work performed or activities conducted by the Department relating to the Trail, except for acts of negligence, gross negligence or willful or wanton acts of the County or the City, to the extent allowed by law.

## **VII. TPWD DESIGNEE**

Under normal circumstances, the designee of the Department will be the Park Superintendent of Fort Richardson State Historic Park. The Department's designee will have full authority and responsibility for such matters as are specifically referred to in this Agreement as capable of being performed within the authority of the position. If differences of opinion arise which the County, the City, and the Park Superintendent cannot resolve, any of the parties may appeal in writing at each level of the supervisory chain to the Executive Director of the Department.

## **VIII. NON-ASSIGNABILITY**

This agreement or any part hereof or the administration or performance of any activity or service performed by the County and the City hereunder cannot be assigned or sublet, contracted away, or in any manner transferred without prior written consent and full approval by the Department or its Executive Director. Conversely, this Agreement or any part thereof, or the administration or performance of any activity or service performed by the Department hereunder cannot be assigned or subleased, contracted away, or in any manner transferred without prior written consent and full approval of the County and the City.

## **IX. COMPLIANCE WITH LAWS**

The County, the City, and the Department will observe and comply with all deed restrictions of record, management plans and planning process, and comply with rules and regulations and laws now in effect or which may be promulgated during the continuance of this Agreement by the Department or by any municipality, county, state or federal authority having jurisdiction in regard to the land of the Trail. The Department may establish any law enforcement policies and rules it deems necessary to maintain and operate a safe and enjoyable trail. The Department shall have the right to file a criminal complaint or institute civil proceedings to insure public safety and resource protection.

## **X. NON-DISCRIMINATION**

1. The County, the City and the Department will not discriminate in its employment practices against any individual because of race, color, religious creed, ancestry, age, sex, national origin, or disability.
2. The County, the City and the Department will comply with the requirements of the Texas Commission on Human Rights Act, Tex. Rev. Civ. Ann., Article 5221k as amended, and will not deny to any person because of his or her race, color, sex, religious creed, ancestry, national origin, or handicap or disability, any of the accommodations, advantages, facilities, or privileges of the premises or anything made available in connection with activities conducted on the premises.
3. The County, the City and the Department will comply with all other applicable provisions of the Texas Commission of Human Rights Act, Tex. Rev. Civ. Stat. Ann. Article 5221k as amended.

## **XI. TERMINATION**

Any party will have the right to terminate this Agreement upon one year's written notice to the others. In the event of termination, operation, maintenance and repair of the trail will remain the responsibility of the Department until a new, mutually agreeable, Plan of Operation is developed. This agreement is effective upon the date of execution and will remain in effect for ninety-nine (99) years, unless otherwise terminated.

## **XII. ENTIRE AGREEMENT**

This Agreement sets forth the entire agreement and understanding among the parties relating to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings not specifically set forth herein. This Agreement may not be modified or changed other than by an agreement in writing executed by all of the parties hereto.

### **XIII. NOTIFICATION AND COMMUNICATION**

Written communication shall be addressed as follows:

If to the Department:

Park Supt., Ft. Richardson State Historical Park  
Lost Creek Reservoir State Trailway  
P. O. Box 4  
Jacksboro, Texas 76458

If to the County:

County Judge  
Jack County Courthouse  
Jacksboro, Texas 76548

If to the City:

City Manager  
112 West Belknap  
Jacksboro, Texas 76458

### **XIV. CONSENT TO BREACH NOT WAIVER**

No term or provision of this Agreement will be deemed waived and no breach excused, unless such waiver or consent is in writing and signed by an authorized representative of the party agreeing to the waiver or consent. Any consent by one party to or waiver of a breach by another party, whether expressed or implied, will not constitute a consent to or waiver of or excuse for any other different or subsequent breach. The failure by one party to this Agreement to enforce a breach of any provision of this Agreement by another party shall not be deemed a waiver of same, and the waiver on any one provision shall not constitute a waiver of any other provision of this Agreement.

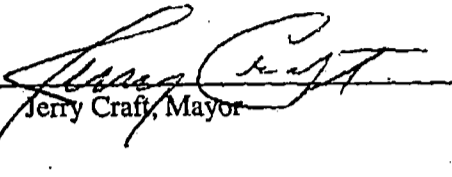
**IN WITNESS THEREOF**, the duly authorized representatives of all parties hereunto set their hands.

**JACK COUNTY**

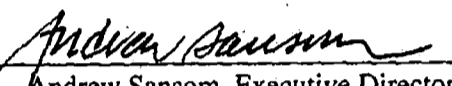
By: 

Mitchell Davenport, County Judge

CITY OF JACKSBORO

By:   
Jerry Craft, Mayor

TEXAS PARKS & WILDLIFE DEPT.

By:   
Andrew Sansom, Executive Director

## EXHIBIT A

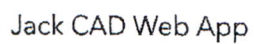
The boundaries defined will be the responsibility of the Department for management, operations and maintenance. The Department will maintain all boundary fencing constructed with ISTEAF funding.

Trail boundaries are defined as follows:

- Upon entering Sewell Park from the State Park side to the US 281 bridge, the boundaries will extend to 5 feet on each side of the trail;
- Between the US 281 bridge and the causeway on Lake Jacksboro, the boundaries will extend from fence line to fence line and from the water edge to fence line;
- Between the causeway on Lake Jacksboro and the south end of the airport, the boundaries will extend from the water's edge to 5 feet above the trail;
- The airport boundaries will be from the fence line to 5 feet on the West side of the trail;
- Boundaries from the airport to the dam on Lake Jacksboro will be from the water's edge to 5 feet above the trail on the East side;
- Boundaries from the dam at Lake Jacksboro will be from the fence to 5 feet on the West side of the trail until double fencing begins. After leaving double fencing near Spear's cabin, the boundaries will be from the water's edge to the fence line around Lost Creek Reservoir.



JACK COUNTY  
APPRAISAL DISTRICT



by Pritchard & Abbott, Inc.\*

Home & Property Search    Need Data?

BY \_\_\_\_\_ DEPUTY

**FILED FOR RECORD**

\_\_\_\_ O'CLOCK \_\_\_\_ M

**Fwd: Fw: Question regarding the Trail**

AUG 26 2025

**From** Keith Umphress <bkumphress@jackcounty.texas.gov>

**Date** Mon 8/25/2025 8:37 PM

**To** Vanessa James <vjames@jackcounty.texas.gov>

VANESSA JAMES, County Clerk  
JACK COUNTY, TEXAS

BY \_\_\_\_\_ DEPUTY

Hey Vanessa,

Here is the opinion from Reid spiller I would like to be added to the commissioners court minutes from today. I think we could copy and paste on a word document and use to support the meeting minutes.

Judge

----- Forwarded message -----

**From:** **Michael Smith** <[msmith@cityofjacksboro.com](mailto:msmith@cityofjacksboro.com)>

**Date:** Mon, Aug 25, 2025 at 3:11 PM

**Subject:** Fw: Question regarding the Trail

**To:** Judge Keith Umphress <[judge@jackcounty.org](mailto:judge@jackcounty.org)>

Sir,

Below is the analysis from Spiller & Spiller regarding the trail issue. We will add this to our next agenda for discussion.

Mike S.

**MICHAEL R. SMITH, Lt Col, USAF (ret)**  
**City Manager**

**City of Jacksboro**  
112 West Belknap  
Jacksboro, TX 76458  
(940) 567-6321

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**From:** David Spiller <[David@spillerlaw.net](mailto:David@spillerlaw.net)>

**Sent:** Tuesday, August 19, 2025 6:49 PM

**To:** Michael Smith <[msmith@cityofjacksboro.com](mailto:msmith@cityofjacksboro.com)>

**Cc:** Mason Spiller <[Mason@spillerlaw.net](mailto:Mason@spillerlaw.net)>; Reid Spiller <[Reid@spillerlaw.net](mailto:Reid@spillerlaw.net)>

**Subject:** Re: Question regarding the Trail

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender.

Mike,

I concur completely. Great analysis. If there's a problem, just let us know what it is. Thanks.

David Spiller, Esq.  
SPILLER & SPILLER  
Attorneys and Counselors at Law  
P. O. Drawer 447  
Jacksboro, Texas 76458  
Telephone: (940) 567-6644  
Cell Phone: (940) 567-1025  
Facsimile: (940) 567-3999  
Email: [david@spillerlaw.net](mailto:david@spillerlaw.net)

Sent from my iPhone

On Aug 19, 2025, at 6:21 PM, Reid Spiller <[Reid@spillerlaw.net](mailto:Reid@spillerlaw.net)> wrote:

Mike,

There's nothing in the MOA that prohibits the City from selling land. The MOA was never a deed restriction, easement, or anything recorded in the property records. It was simply an operational agreement among TPWD, the City, and the County to help support the Lost Creek Reservoir State Trailway project. I believe the following points are worth considering:

1. **No restriction on selling property** – The MOA doesn't include any language saying the City can't sell property. It talks about voluntary cooperation and support for the Trail project but doesn't limit what the City can do with its own land.
2. **Not a deed restriction** – This wasn't recorded in the deed records or tied to the property title in any legal way. So, it doesn't run with the land and doesn't bind future decisions about ownership or use. It is simply an agreement among government entities regarding operational roles for the defined trail corridor.
3. **No property rights were given away** – TPWD specifically said in the agreement that it was not assigning any of its control or management to the City or the County, and vice versa. The City didn't give up any ownership rights.

4. **Defined trail area only** – The trail corridor defined in the MOA and Exhibit A is basically 5 feet on either side of the trail itself. Nothing broader than that was committed.

There's simply nothing in the MOA that would prevent the City from exercising its rights as a landowner, including selling property. Further, if there was any problem, the agreement clearly states that "any party will have the right to terminate this Agreement upon one year's written notice to the others." Even if there were a legal obligation or restriction that prohibited any prior sale of the property, any of the parties can terminate the agreement at any time by providing one year's notice. That certainly does not read as if the MOA can't ever be modified, changed, or any of the property subject thereto can't be sold.

At best, there might be an argument that either of the parties to this transaction still needs to continue to adhere to the terms contained within the MOA for a year – at most. To my knowledge, I don't know that we're currently not adhering to the terms. I also don't know if TPWD is adhering to the terms either. I'm not sure what Mr. Frie's goal is, and figuring out his potential grievance would be helpful in determining how to best handle.

I'll let David weigh in once he has the chance to review. Let me know if you need anything further. Thank you.

Reid Spiller

SPILLER & SPILLER

Attorneys and Counselors at Law

P. O. Drawer 447

Jacksboro, Texas 76458

Telephone: (940) 567-6644

Cell Phone: (940) 567-1426

Facsimile: (940) 567-3999

Email: [reid@spillerlaw.net](mailto:reid@spillerlaw.net)

SPILLER & SPILLER   
ATTORNEYS AND COUNSELORS AT LAW

**From:** Michael Smith <[msmith@cityofjacksboro.com](mailto:msmith@cityofjacksboro.com)>

**Sent:** Tuesday, August 19, 2025 1:10 PM

**To:** David Spiller <[David@spillerlaw.net](mailto:David@spillerlaw.net)>; Mason Spiller <[Mason@spillerlaw.net](mailto:Mason@spillerlaw.net)>; Reid Spiller <[Reid@spillerlaw.net](mailto:Reid@spillerlaw.net)>

**Subject:** Question regarding the Trail

Gentlemen,

As you recall, the City deeded some property to Kasey Swan across the lake sometime back, and he has since sold it. Robert Frie brought me the attached document and he thinks there may be an issue with deeding that property.

Can you please take a look and let me know what you think.

thanks,

Mike S.

**MICHAEL R. SMITH, Lt Col, USAF (ret)**

**City Manager**

**City of Jacksboro**

112 West Belknap

Jacksboro, TX 76458

(940) 567-6321

**EASEMENT AGREEMENT FOR ACCESS**

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.

Date: July 11, 2022

Grantor:

CITY OF JACKSBORO, a Texas municipal corporation

Grantor's Mailing Address:

City of Jacksboro  
112 W. Belknap Street  
Jacksboro, Texas 76458

Grantee:

OAKRIDGE MINERALS, LLC, a Texas limited liability company

Grantee's Mailing Address:

Oakridge Minerals, LLC  
P. O. Box 1031  
Jacksboro, Texas 76458

Dominant Estate Property:

**Tract No. 1:**

SURFACE ESTATE ONLY of a tract of land containing 4.18 Acres in the J. W. Buckner Survey, Abstract No. 33, Jack County, Texas, being part of the tract conveyed to the City of Jacksboro in Volume 543, Page 433, Deed Records of Jack County and being more particularly described as follows:

BEGINNING at a brass cap in a concrete monument found, being the most southern southeast corner of this tract, an ell corner of the said City of Jacksboro Tract and a southwest corner of the Homer Sewell Estate Tract recorded in Volume 22, Page 331, Deed Records of Jack County.

THENCE North 86 degrees 48 minutes 54 seconds West for a distance of 129.25 feet to an unmarked corner, being the southwest corner of this tract and on the 1010 foot contour line of Lost Creek Lake.

**FILED FOR RECORD**

\_\_\_\_\_ O'CLOCK \_\_\_\_\_ M

**AUG 25 2025**

**VANESSA JAMES, County Clerk  
JACK COUNTY, TEXAS**

BY \_\_\_\_\_ DEPUTY

THENCE following the meanders of the 1010 contour line the following;  
North 04 degrees 59 minutes 39 seconds West for a distance of  
163.69 feet,  
North 02 degrees 17 minutes 13 seconds West for a distance of  
234.77 feet,  
North 20 degrees 17 minutes 30 seconds East for a distance of  
111.45 feet,  
North 55 degrees 43 minutes 08 seconds East for a distance of  
131.08 feet,  
North 78 degrees 05 minutes 04 seconds East for a distance of  
245.42 feet and  
North 69 degrees 13 minutes 28 seconds East for a distance of  
109.12 feet to an unmarked corner on the 1010 foot contour line of the said lake,  
being the northeast corner of this tract.  
THENCE South 00 degrees 00 minutes 00 seconds East for a distance of  
246.71 feet to a 1 inch cap on a 1/2 inch iron rod set, being the most eastern  
southeast corner of this tract, on a south line of the said City of Jacksboro Tract and  
on a north line of the said Sewell Estate Tract.  
THENCE South 62 degrees 52 minutes 24 seconds West for a distance of  
278.84 feet to a 1 inch cap on a 1/2 inch iron rod set, being a corner of this tract,  
a corner of the said City of Jacksboro Tract and a corner of the said Sewell Estate  
Tract.  
THENCE South 16 degrees 27 minutes 58 seconds West for a distance of  
311.50 feet to the place of beginning.

Tract No. 2:

SURFACE ESTATE ONLY of a tract of land containing 3.82 Acres in the J. W. Buckner Survey, Abstract No. 33, Jack County, Texas, being part of the tract conveyed to the Homer Sewell Estate Tract recorded in Volume 22, Page 331, Deed Records of Jack County and being more particularly described as follows:

BEGINNING at a brass cap in a concrete monument found, being the southwest corner of this tract, a southwest corner of the said Sewell Estate Tract and an ell corner of the City of Jacksboro Tract recorded in Volume 549, Page 595, Deed Records of Jack County.

THENCE North 16 degrees 27 minutes 58 seconds East for a distance of 311.50 feet to a 1 inch cap on a 1/2 inch iron rod set, being a corner of this tract, a corner of the said Sewell Estate Tract and a corner of the said City of Jacksboro Tract.

THENCE North 62 degrees 52 minutes 24 seconds East for a distance of 324.29 feet to a 1 inch cap on a 1/2 inch iron rod set, being a corner of this tract, a corner of the said Sewell Estate Tract and a corner of the said City of Jacksboro Tract.

THENCE South 84 degrees 20 minutes 31 seconds East for a distance of 92.30 feet to a 1 inch cap on a 1/2 inch iron rod set, being the northeast corner of this tract, on a north line of the said Sewell Estate Tract and on a south line of the said City of Jacksboro Tract.

THENCE South 00 degrees 00 minutes 00 seconds East for a distance of 455.92 feet to a 1 inch cap on a 1/2 inch iron rod set, being the southeast corner of this tract.

THENCE North 88 degrees 40 minutes 58 seconds West for a distance of 219.39 feet to a corner that fell in an old cedar fence corner, being a corner of this tract, an ell corner of the said Sewell Estate Tract and a northeast corner of the said City of Jacksboro Tract.

THENCE North 86 degrees 55 minutes 43 seconds West for a distance of 249.79 feet to the place of beginning.

Tract No. 3:

SURFACE ESTATE ONLY of a tract of land containing 19.24 Acres in the J. W. Buckner Survey, Abstract No. 33 and the W. H. Lee Survey, Abstract No. 373, Jack County, Texas, being part of the tracts conveyed to the City of Jacksboro in Volume 543, Page 433, Volume 543, Page 441 & Volume 549, Page 597, Deed Records of Jack County and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod found at the south base of a 4 inch steel pipe fence corner, being a corner of the said City of Jacksboro Tract, the most northern northwest corner of the Burkett Enterprises Inc. Tract recorded in Instrument No. 20210000888, Official Public Records of Jack County and a northeast corner of the Homer Sewell Estate Tract recorded in Volume 22, Page 331, Deed Records of Jack County.

THENCE South 64 degrees 04 minutes 18 seconds West for a distance of 1183.96 feet to a 1 inch cap on a 1/2 inch iron rod set, being a corner of this tract, a corner of the said City of Jacksboro Tract and a corner of the said Sewell Estate Tract.

THENCE North 84 degrees 20 minutes 31 seconds West for a distance of 553.25 feet to a 1 inch cap on a 1/2 inch iron rod set, being a corner of this tract, a corner of the said City of Jacksboro Tract and a corner of the said Sewell Estate Tract.

THENCE South 62 degrees 52 minutes 24 seconds West for a distance of 45.45 feet to a 1 inch cap on a 1/2 inch iron rod set, being the most western southwest corner of this tract, on a north line of the said Sewell Estate Tract and on a south line of the said City of Jacksboro Tract.

THENCE North 00 degrees 00 minutes 00 seconds West for a distance of 246.71 feet to an unmarked corner on the 1010 foot contour line of Lost Creek Lake, being the most western northwest corner of this tract.

THENCE following the meanders of the said 1010 foot contour the following:

North 76 degrees 55 minutes 38 seconds East for a distance of 70.82 feet,

South 69 degrees 08 minutes 53 seconds East for a distance of 18.63 feet,

South 69 degrees 08 minutes 53 seconds East for a distance of 23.28 feet,

South 46 degrees 27 minutes 14 seconds East for a distance of 96.04

feet,	South 41 degrees 57 minutes 30 seconds East for a distance of 52.94
feet,	South 79 degrees 12 minutes 03 seconds East for a distance of 74.92
feet,	North 05 degrees 02 minutes 33 seconds East for a distance of 96.30
feet,	North 39 degrees 23 minutes 25 seconds East for a distance of
110.22 feet,	North 59 degrees 34 minutes 42 seconds East for a distance of
119.99 feet,	North 18 degrees 33 minutes 02 seconds East for a distance of 68.66
feet,	North 52 degrees 46 minutes 09 seconds East for a distance of 12.00
feet,	South 75 degrees 22 minutes 32 seconds East for a distance of 58.96
feet,	South 00 degrees 45 minutes 10 seconds East for a distance of 46.59
feet,	South 24 degrees 27 minutes 55 seconds East for a distance of
103.32 feet,	North 60 degrees 40 minutes 46 seconds East for a distance of
148.71 feet,	North 50 degrees 57 minutes 49 seconds East for a distance of 29.88
feet,	North 65 degrees 06 minutes 38 seconds East for a distance of
121.58 feet,	North 74 degrees 42 minutes 25 seconds East for a distance of
190.07 feet,	North 79 degrees 09 minutes 01 seconds East for a distance of 61.63
feet,	South 02 degrees 57 minutes 30 seconds West for a distance of 43.19
feet,	North 76 degrees 40 minutes 43 seconds East for a distance of
112.63 feet,	North 49 degrees 46 minutes 49 seconds East for a distance of
110.50 feet,	North 21 degrees 30 minutes 25 seconds West for a distance of
210.24 feet,	North 83 degrees 02 minutes 27 seconds West for a distance of 62.32
feet,	North 66 degrees 33 minutes 27 seconds West for a distance of 27.67
feet,	South 73 degrees 08 minutes 32 seconds West for a distance of 23.41
feet,	South 89 degrees 30 minutes 10 seconds West for a distance of 35.96

feet,	South 74 degrees 34 minutes 59 seconds West for a distance of 61.39
feet,	South 74 degrees 19 minutes 15 seconds West for a distance of 39.15
feet,	South 47 degrees 09 minutes 16 seconds West for a distance of 30.28
feet,	South 38 degrees 15 minutes 41 seconds West for a distance of 55.57
feet,	South 50 degrees 23 minutes 49 seconds West for a distance of 32.19
feet,	South 68 degrees 25 minutes 16 seconds West for a distance of 35.03
feet,	North 88 degrees 00 minutes 04 seconds West for a distance of 44.90
feet,	North 38 degrees 54 minutes 13 seconds West for a distance of 31.29
feet,	North 54 degrees 17 minutes 59 seconds East for a distance of 37.01
feet,	North 57 degrees 59 minutes 39 seconds East for a distance of 71.73
feet,	North 51 degrees 47 minutes 28 seconds East for a distance of 33.00
feet,	North 60 degrees 18 minutes 01 seconds East for a distance of 20.59
feet,	North 73 degrees 02 minutes 31 seconds East for a distance of 52.34
feet,	North 77 degrees 03 minutes 43 seconds East for a distance of 46.68
feet,	North 62 degrees 25 minutes 58 seconds East for a distance of 35.82
feet,	North 74 degrees 25 minutes 58 seconds East for a distance of 32.94
feet,	North 66 degrees 50 minutes 05 seconds East for a distance of 40.27
feet,	North 86 degrees 23 minutes 33 seconds East for a distance of 41.01
feet,	North 76 degrees 32 minutes 45 seconds East for a distance of 83.60
181.68 feet,	South 62 degrees 55 minutes 47 seconds East for a distance of
127.68 feet,	South 45 degrees 27 minutes 53 seconds East for a distance of
feet,	North 48 degrees 02 minutes 19 seconds East for a distance of 62.43
	North 85 degrees 14 minutes 08 seconds East for a distance of 89.48

feet,  
 South 61 degrees 48 minutes 45 seconds East for a distance of 43.77  
 feet,  
 South 53 degrees 30 minutes 58 seconds East for a distance of 88.41  
 feet,  
 North 16 degrees 47 minutes 58 seconds East for a distance of 41.25  
 feet,  
 South 81 degrees 05 minutes 32 seconds East for a distance of  
 127.14 feet,  
 South 74 degrees 42 minutes 41 seconds East for a distance of 91.89  
 feet,  
 South 71 degrees 09 minutes 50 seconds East for a distance of  
 101.09 feet,  
 South 58 degrees 00 minutes 18 seconds East for a distance of  
 134.35 feet,  
 South 25 degrees 18 minutes 09 seconds East for a distance of  
 131.78 feet,  
 South 35 degrees 08 minutes 29 seconds East for a distance of 91.98  
 feet,  
 South 38 degrees 57 minutes 56 seconds East for a distance of  
 106.20 feet,  
 South 47 degrees 33 minutes 01 seconds East for a distance of  
 221.78 feet,  
 South 47 degrees 01 minutes 38 seconds East for a distance of  
 100.97 feet,  
 South 40 degrees 58 minutes 26 seconds East for a distance of 81.38  
 feet,  
 South 26 degrees 27 minutes 31 seconds East for a distance of 64.79  
 feet,  
 South 13 degrees 54 minutes 07 seconds East for a distance of 23.41  
 feet,  
 South 09 degrees 32 minutes 19 seconds West for a distance of 65.64  
 feet,  
 South 34 degrees 28 minutes 33 seconds West for a distance of 61.74  
 feet,  
 South 34 degrees 49 minutes 15 seconds West for a distance of 38.31  
 feet and  
 South 34 degrees 07 minutes 02 seconds West for a distance of 58.98  
 feet to an unmarked corner on the 1010 foot contour line of the said lake, being a  
 corner of this tract.

THENCE North 42 degrees 25 minutes 36 seconds West for a distance of  
 779.39 feet to a 2 inch cap on a 5/8 inch iron rod found, being a corner of this tract,  
 a corner of the said City of Jacksboro Tract and the most northern northeast corner  
 of the Burkett Enterprises Inc. Tract recorded in Instrument No. 20210000888,  
 Official Public Records of Jack County.

THENCE North 62 degrees 20 minutes 42 seconds West for a distance of

459.50 feet to the place of beginning.

Tract No. 4:

SURFACE ESTATE ONLY of a tract of land containing 21.29 Acres in the J. W. Buckner Survey, Abstract No. 33, Jack County, Texas, being part of the tract conveyed to the Homer Sewell Estate Tract recorded in Volume 22, Page 331, Deed Records of Jack County and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod found at the south base of a 4 inch steel pipe fence corner, being the northeast corner of this tract, a northeast corner of the said Sewell Estate Tract, a corner of the City of Jacksboro Tract recorded in Volume 549, Page 595, Deed Records of Jack County and the most northern northwest corner of the Burkett Enterprises Inc. Tract recorded in Instrument No. 20210000888, Official Public Records of Jack County.

THENCE South 01 degrees 19 minutes 02 seconds West for a distance of 962.92 feet to a 1 inch cap on a 1/2 inch iron rod set, being the southeast corner of this tract, on an east line of the said Sewell Estate Tract and on a west line of the said Burkett Tract.

THENCE North 88 degrees 40 minutes 58 seconds West for a distance of 1501.75 feet to a 1 inch cap on a 1/2 inch iron rod set, being the southwest corner of this tract.

THENCE North 00 degrees 00 minutes 00 seconds East for a distance of 455.92 feet to a 1 inch cap on a 1/2 inch iron rod set, being the northwest corner of this tract, on a north line of the said Sewell Estate Tract and on a south line of the said City of Jacksboro Tract.

THENCE South 84 degrees 20 minutes 31 seconds East for a distance of 460.95 feet to a 1 inch cap on a 1/2 inch iron rod set, being a corner of this tract, a corner of the said Sewell Estate Tract and a corner of the said City of Jacksboro Tract.

THENCE North 64 degrees 04 minutes 18 seconds East for a distance of 1183.96 to the place of beginning.

Easement Property:

Strip of land in the J. W. Buckner Survey, Abstract No. 33, Jack County, Texas, lying within the tract conveyed to the City of Jacksboro recorded in Volume 138, Page 94, Deed Records of Jack County, being 30 feet in width, 15 feet on each side of the following described centerline:

BEGINNING at the intersection of the said centerline, the South line of a 3.82 acre tract and a South line of the Homer Sewell Estate Tract recorded in Volume 22, Page 331, Deed Records of Jack County, also being South 86° 55' 43" East a distance of 91.80 feet from a brass cap in a concrete monument found, being the Southwest corner of the said 3.82 acre tract, a South west corner of the said Sewell Estate Tract and a corner of the said City of Jacksboro Tract;

THENCE along the said centerline and an existing pasture road the following:

South 13° 03' 52" West for a distance of 91.80 feet;

South 17° 33' 22" West for a distance of 157.16 feet;

South 00° 37' 23" East for a distance of 103.62 feet;  
South 09° 55' 13" East for a distance of 146.96 feet;  
South 19° 02' 30" West for a distance of 43.06 feet;  
South 84° 01' 22" West for a distance of 35.87 feet to the end of the  
said centerline, also being at an existing gate on the East side  
of Twin Lakes Road;

Said roadway being recently modified and relocated slightly to the East on the  
Northernmost 80 feet of said roadway.

**Easement Purpose:**

For providing free and uninterrupted pedestrian and vehicular ingress to and egress from the  
Dominant Estate Property, to and from Twin Lakes Road.

**Consideration:**

Cash and other valuable consideration, the receipt and sufficiency of which are hereby  
acknowledged by Grantor.

**Reservations from Conveyance: None**

**Exceptions to Warranty:**

Liens described as part of the Consideration and any other liens described in this  
document as being either assumed or subject to which title is taken; validly existing  
easements, rights-of-way and prescriptive rights, whether of record or not; and all  
presently recorded and validly existing instruments, other than conveyances of the  
surface fee estate, that affect the Property.

**Grants of Easement:**

Grantor, for the Consideration and subject to the Reservations from Conveyance and  
Exceptions to Warranty, grants, sells, and conveys to Grantee and Grantee's heirs, successors, and  
assigns, an easement on, over, and across the Easement Property for the Easement Purpose, and for  
the benefit of the Dominant Estate Property, together with all and singular the rights and  
appurtenances thereto in any way belonging (collectively, the "Easement"), to have and to hold the  
Easement to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and  
Grantor's heirs, successors, and assigns to warrant and forever defend the title to the Easement in  
Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully  
claiming or to claim the Easement or any party thereof, except as to the Reservations from  
Conveyance and Exceptions to Warranty.

**Terms and Conditions:**

The following terms and conditions apply to the Easement granted by this agreement:

1. *Character of Easement.* The Easement is appurtenant to and runs with all or any portion of the Dominant Estate Property, whether or not the Easement is referenced or described in any conveyance of all or such portion of the Dominant Estate Property. The Easement is nonexclusive and irrevocable. The Easement is for the benefit of Grantee and Grantee's heirs, successors, and assigns who at any time own the Dominant Estate Property or any interest in the Dominant Estate property (as applicable, the "Holder").

2. *Duration of Easement.* The duration of the Easement is perpetual.

3. *Reservation of Rights.* Grantor reserves for Grantor and Grantor's heirs, successors, and assigns the right to continue to use and enjoy the surface of the Easement Property for all purposes that do not interfere with or interrupt the use or enjoyment of the Easement by Holder for the Easement Purposes. Grantor reserves for Grantor and Grantor's heirs, successors, and assigns the right to use all or part of the Easement in conjunction with Holder and the right to convey to others the right to use all or part of the Easement in conjunction with Holder, as long as such further conveyance is subject to the terms of this agreement and the other users agree to bear a proportionate part of the costs of improving and maintaining the Easement.

4. *Secondary Easement.* Holder has the right (the "Secondary Easement") to use as much of the surface of the property that is adjacent to the Easement Property ("Adjacent Property") as may be reasonably necessary to install and maintain a road reasonably suited for the Easement Purpose within the Easement Property. However, Holder must promptly restore the Adjacent Property to its previous physical condition if changed by use of the rights granted by this Secondary Easement.

5. *Improvement and Maintenance of Easement Property.* Improvement and maintenance of the Easement Property will be at the sole expense of Holder. Holder has the right to eliminate any encroachments into the Easement Property. Holder must maintain the Easement Property in a neat and clean condition. Holder has the right to construct, install, maintain, replace, and remove a road with all culverts, bridges, drainage ditches, sewer facilities, and similar or related utilities and facilities under or across the Easement Property (collectively, the "Road Improvements"). All matters concerning the configuration, construction, installation, maintenance, replacement, and removal of the Road Improvements are at Holder's sole discretion, subject to performance of Holder's obligations under this agreement. Holder has the right to remove or relocate any fences within the Easement Property or along or near its boundary lines if reasonably necessary to construct, install, maintain, replace, or remove the Road Improvements or for the road to continue onto other lands or easements owned by Holder and adjacent to the Easement Property, subject to replacement of the fences to their original condition on the completion of the work. On written request by Holder, the owners of the Easement Property will execute or join in the execution of easements for sewer, drainage, or utility facilities under or across the Easement Property.

6. *Equitable Rights of Enforcement.* This Easement may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal

remedies or irreparable harm, and will be obtainable only by the parties to or those benefited by this agreement; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.

7. *Attorney's Fees.* If either party retains an attorney to enforce this agreement, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.

8. *Binding Effect.* This agreement binds and inures to the benefit of the parties and their respective heirs, successors, and permitted assigns.

9. *Choice of Law.* This agreement will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in the county or counties in which the Easement Property is located.

10. *Counterparts.* This agreement may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

11. *Waiver of Default.* It is not a waiver of or consent to default if the nondefaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this agreement does not preclude pursuit of other remedies in this agreement or provided by law.

12. *Further Assurances.* Each signatory party agrees to execute and deliver any additional documents and instruments and to perform any additional acts necessary or appropriate to perform the terms, provisions, and conditions of this agreement and all transactions contemplated by this agreement.

13. *Indemnity.* Each party agrees to indemnify, defend, and hold harmless the other party from any loss, attorney's fees, expenses, or claims attributable to breach or default of any provision of this agreement by the indemnifying party.

14. *Entire Agreement.* This agreement and any exhibits constitute the entire agreement of the parties concerning the grant of the Easement by Grantor to Grantee. There are no representations, agreements, warranties, or promises that are not in this agreement and any exhibits.

15. *Legal Construction.* If any provision in this agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof, and this agreement will be construed as if the unenforceable provision had never been a part of the agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Article and section headings in this agreement are for reference only and are not intended to restrict or define the text of any section. This agreement will not be construed

more or less favorably between the parties by reason of authorship or origin of language.

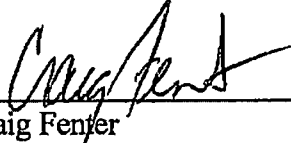
16. *Notices.* Any notice required or permitted under this agreement must be in writing. Any notice required by this agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

17. *Recitals.* Any recitals in this agreement are represented by the parties to be accurate, and constitute a part of the substantive agreement.

18. *Time.* Time is of the essence. Unless otherwise specified, all references to "days" mean calendar days. Business days exclude Saturdays, Sundays, and legal public holidays. If the date for performance of any obligation falls on a Saturday, Sunday, or legal public holiday, the date for performance will be the next following regular business day.

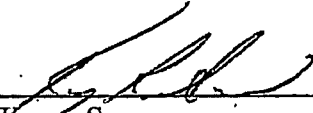
Grantor:

CITY OF JACKSBORO, TEXAS

By:   
\_\_\_\_\_  
Craig Fenter  
Mayor

Grantee:

OAKRIDGE MINERALS, LLC, a Texas limited liability company

By:   
\_\_\_\_\_  
Kasey Swan  
Manager/Member

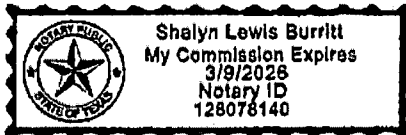
STATE OF TEXAS

§

COUNTY OF JACK

§

This instrument was acknowledged before me on June 24, 2024,  
by CRAIG FENTER as Mayor of the City of Jacksboro, Texas, a Texas municipal corporation, on  
behalf of said corporation.



Shalyn Lewis Burritt  
Notary Public, State of Texas

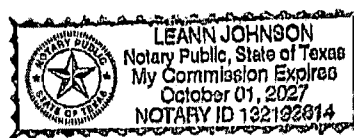
STATE OF TEXAS

§

COUNTY OF JACK

§

This instrument was acknowledged before me on June 20, 2024,  
by KASEY SWAN, as Manager/Member of Oakridge Minerals, LLC, a Texas limited liability  
company, on behalf of said company.



Leann Johnson  
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

SPILLER TITLE  
P. O. Drawer I  
122 E. Belknap Street  
Jacksboro, Texas 76458

PREPARED IN THE LAW OFFICE OF:

SPILLER & SPILLER  
Attorneys and Counselors at Law  
P. O. Drawer 447  
Jacksboro, Texas 76458

FILED FOR RECORD  
VANESSA JAMES - COUNTY CLERK  
JACK COUNTY, TEXAS

**INST NO:20240001828**

FILED ON: JUNE 25, 2024 AT 1:54pm  
THE INSTRUMENT CONTAINED 13 PAGES AT FILING

THE STATE OF TEXAS  
COUNTY OF JACK



I, Vanessa James, Clerk County Court in and for said county hereby do certify that the foregoing instrument was filed for record in my office on the 25th day of June 2024 at 1:54 PM and duly recorded on that date, in the Official Public Records of said county.

**Instrument # 20240001828, 13 Pages**

A handwritten signature in cursive script that reads "Vanessa James". The signature is written in dark ink and is positioned above the printed name.

Vanessa James, County Clerk