

ASSIGNMENT OF NON-EXCLUSIVE INGRESS AND EGRESS RIGHTS
to the
PROPERTY OWNERS ASSOCIATION OF TERLINGUA RANCH, INC.

STATE OF TEXAS §
 §
COUNTY OF BREWSTER §

This Assignment of Non-Exclusive Ingress and Egress Rights to the Property Owners Association of Terlingua Ranch, Inc. (this "Assignment") is made by the assignor, TERLINGUA LAND SALES, INC. ("TLS") and assignee, the PROPERTY OWNERS ASSOCIATION OF TERLINGUA RANCH, INC., a Texas non-profit corporation ("POATRI").

Terramar Holdings Corporation, successor in interest to Terramar Corporation, ("Terramar") filed of record the following deeds as the grantor:

- a. Terramar as the grantor conveyed interests to the POATRI in a Deed recorded December 7, 1976, Volume 198, Page 714 in the public records of Brewster County, Texas ("POATRI Deed").
- b. Terramar conveyed interests to Boundary Oil Company in a Deed recorded November 6, 1986, Volume 263, Page 665 in the public records of Brewster County, Texas ("Boundary Oil Company Deed").
- c. Terramar as the grantor conveyed interests to Boundary Oil Company in a Correction Deed filed in relation to the Boundary Oil Company Deed, with the Correction Deed being recorded January 26, 1995, Volume 49, Page 708 in the public records of Brewster County, Texas ("Corrected Boundary Oil Company Deed").
- d. The POATRI Deed, Boundary Oil Company Deed, and Corrected Boundary Oil Company Deed, and are hereinafter collectively referred to as the "Deeds."

Terramar executed the Clarification of Interests Conveyed recorded on November 1, 2016 in Book 0329, Page 0116 of the Public Records of Brewster County, Texas ("Clarification") clarifying its intent to convey to Boundary Oil Company, POATRI, and their heirs, successors, and assigns forever, developer rights through the Deeds.

Per the Clarification, Terramar intended to convey to Boundary Oil Company, POATRI, and their heirs, successors, and assigns forever, developer rights, including but not limited to (i) non-exclusive ingress and egress rights to, through, and across the existing roads and roadways on the property referenced within the Deeds and (ii) the right to dedicate such roads and roadways on the property referenced within the Deeds to the public at any time without the joinder of Boundary Oil Company and/or POATRI, the grantees in the Deeds.

TLS, through a series of conveyances beginning with the Boundary Oil Company Deed and Corrected Boundary Oil Company Deed, is an heir, successor, and assign of Terramar. TLS

became a successor and end developer to Terramar and is a filed and registered developer with the Consumer Financial Protection Bureau for the Terlingua Ranch subdivision effective June 27, 1990, ISLR # 27566.

TLS and POATRI entered into an Agreement on April 29, 2006, it being recorded in Book 198, Page 411 of the Public Records of Brewster County, Texas ("Original Agreement"). The Original Agreement was amended on May 8, 2017 and is recorded in Book 0337, Page 0310 of the Public Records of Brewster County, Texas ("Amended Agreement").

Pursuant to the Amended Agreement, TLS as a heir, successor, and assign of Terramar has certain rights as Developer and/or successor Developer including but not limited to (i) the exemption from Fees (ii) non-exclusive ingress and egress rights to, through, and across the existing roads and roadways on the property referenced within the Deeds and (iii) the right to dedicate such roads and roadways on the property referenced within the Deeds to the public at any time without the joinder of Boundary Oil Company and/or POATRI, the grantees in the Deeds.

TLS desires to assign to POATRI non-exclusive ingress and egress rights to, through, and across the existing roads and roadways on the property referenced within the Deeds and the right to dedicate such roads and roadways on the property referenced within the Deeds to the public at any time without the joinder of Boundary Oil Company and/or POATRI, the grantees in the Deeds and POATRI desires to accept all such rights, powers, authority, and interest.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, and intending to be legally bound, TLS and POATRI hereby agree as follows:

Assignment. TLS, as an heir, successor, and assign of Terramar, hereby assigns all of TLS's non-exclusive ingress and egress rights to, through, and across the existing roads and roadways on the property referenced within the Deeds and the right to dedicate such roads and roadways on the property referenced within the Deeds to the public at any time without the joinder of Boundary Oil Company and/or POATRI, the grantees in the Deeds to POATRI.

CERTIFICATION

I, the undersigned, being the President of the Property Owners Association of Terlingua Ranch, Inc. hereby certify that the foregoing "Assignment of Non-Exclusive Ingress and Egress Rights to the Property Owners Association of Terlingua Ranch, Inc." was approved by at least a majority of the Board of Directors of the Property Owners Association of Terlingua Ranch, Inc., to be effective upon recording in the Official Public Records of Real Property of Brewster County, Texas.

IN WITNESS WHEREOF, I have subscribed my name on the date shown below but made effective as of the date of recording in the Official Public Records of Real Property of Brewster County, Texas.

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

Date: 10-30-17

By: Marilynn Anthenat

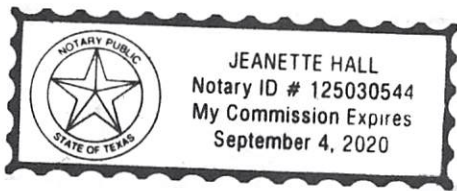
Printed: MARILYN ANTHENAT

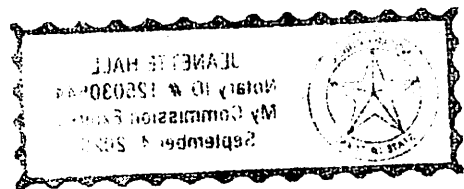
Its: President

THE STATE OF TEXAS §
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COUNTY OF BREWSTER §

BEFORE ME, the undersigned notary public, on this 30th day of October, 2017 personally appeared Marilynn Anthenat, President of Property Owners Association of Terlingua Ranch, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purpose and in the capacity therein expressed.

Jeanette Hall
Notary Public in and for the State of Texas





TERLINGUA LAND SALES, INC.
a Texas corporation

Date: 10/30/2017

By: *Barbara Trammell*

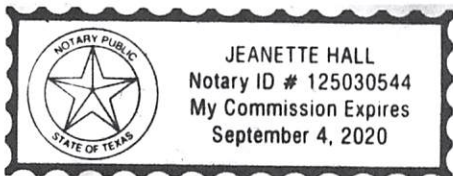
Printed: Barbara Trammell

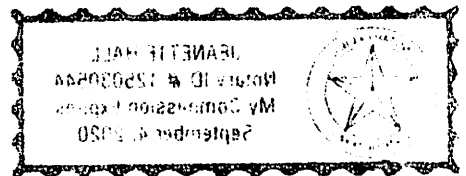
Its: President

THE STATE OF TEXAS §
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BEFORE ME, the undersigned notary public, on this 30 day of October, 2017 personally appeared Barbara Trammell, President of Terlingua Land Sales, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purpose and in the capacity therein expressed.

Jeanette Hall
Notary Public in and for the State of Texas





38.00

Doc#: 103907
Pages: 5
11/07/2017 02:08PM
Filed & Recorded in
Official Records of
BREWSTER COUNTY
BERTA RIOS-MARTINEZ
COUNTY CLERK
Fees: \$38.00

STATE OF TEXAS
COUNTY OF BREWSTER

I hereby certify that this Instrument was
FILED on the date and at the time stamped
hereon by me and was duly RECORDED in the
Volume and Page of the Official Public
Records of Brewster County, Texas
VOL: 0345 PAGE: 0268

Berta Rios-Martinez

County Clerk, Brewster County, Texas