NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

#### **QUITCLAIM DEED**

| Date: | April | , | 2010 |
|-------|-------|---|------|
|       |       |   |      |

**Grantor**: ALEDO INDEPENDENT SCHOOL DISTRICT, a Texas Independent School

District formed under and in accordance with the Texas Education Code;

Grantor's Mailing Address: 1000 Bailey Ranch Road, Aledo, Texas 76008

**Grantee**: PARKER COUNTY, TEXAS, Texas County formed under Article 9 of the

**Texas Constitution** 

Grantee's Mailing Address:

<u>Consideration</u>: The sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged.

**<u>Property</u>**: SEE EXHIBITS A and B attached hereto and incorporated herein.

Grantor, for the Consideration, forever quitclaims to Grantee all of Grantor's right, title and interest in and to the Property, to have and to hold it to Grantee, Grantee's heirs, successors, and assigns forever. Neither Grantor nor Grantor's heirs, successors, and assigns shall have, claim, or demand any right or title to the surface of Property or any part of it.

Grantor reserves all oil, gas, and sulphur it may own in and under the surface of the Property herein quitclaimed, but waives any rights it may own of ingress and egress over the Property for the purpose of exploring, developing, mining or drilling for same; nothing in this reservation shall affect the title and rights of Grantee, its successors and assigns, to take and use all other minerals and materials thereon, therein, and thereunder.

When the context requires, singular nouns and pronouns include the plural.

IN WITNESS WHEREOF, the undersigned Grantor has executed this deed the day and year first above written.

## ALEDO INDEPENDENT SCHOOL DISTRICT

|  | By:  |
|--|--|
|  | Name: Don Daniel   |
|  | Title: Superintendent of Schools                                 |
|  |  |
|  |  |
|  |  |
|  |  |
| THE STATE OF TEXAS   | §  |
|  | §  |
| COUNTY OF PARKER   | §  |
|  |  |
|  | wledged before me on April, 2010, by Donald Daniel               |
| The second of th | or Aledo Independent School District, a Texas Independent School |
| District, on behalf of said Ind  | ependent School District.  |
|  |  |
|  |  |
|  | NOTADY BUDLIC CLARACTERS   |
|  | NOTARY PUBLIC, State of Texas                                    |

### **RIGHT OF ENTRY AND POSSESSION**

STATE OF TEXAS §
\$ KNOW ALL MEN BY THESE PRESENTS
PARKER COUNTY §

WHEREAS, Aledo Independent School District (hereinafter referred to as "GRANTOR") is the owner of that certain tract of land (the "Property") in Parker County, Texas, more particularly described in Exhibit A and depicted in Exhibit B, both of which are attached hereto.

**WHEREAS**, Parker County, Texas (hereinafter referred to as "GRANTEE") intends to construct a permanent road right of way ("Buchanan Drive") on the Property in conjunction with its construction of Champion Drive, which is to be located perpendicular to Buchanan Drive between Bankhead Highway and Bailey Ranch Road.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that GRANTOR, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant and convey unto GRANTEE and its employees, agents, and contractors the right to enter into possession of the Property for the purposes of the preparation for construction and the construction of Buchanan Drive.

The execution of this Right of Entry and Possession is conditioned strictly upon the following:

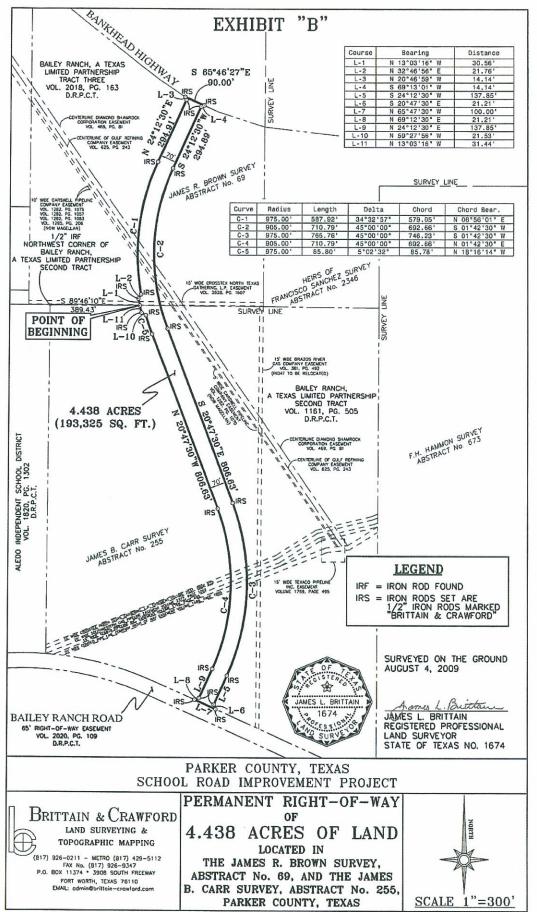
- 1. This Right of Entry and Possession shall extend to GRANTEE and its employees, agents, contractors, and sub-contractors.
- 2. This Right of Entry and Possession shall terminate upon the completion of construction of Buchanan Drive.
- 3. Grantor and Grantee agree that any third party contractor, sub-contractor, or other entity authorized by the Grantee to enter upon the Property, shall agree to indemnify and hold harmless Grantor from and against any all claims, demands, damages, and liabilities arising out of or caused by the activities of that respective contractor, sub-contractor, or entity as such activities relate to the Property.
- 4. If any provision of this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision herein, and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.
- 5. GRANTOR and GRANTEE may execute this Agreement in one or more identical counterparts, all of which when taken together will constitute one and the same instrument.

[Signature and Acknowledgment Page Follows]

**TO HAVE AND TO HOLD** the Property described in Exhibit A, for the purposes and subject to the limitations herein described.

|   | Executed this day of April, 2010.   |  |  |  |
|---|---|--|--|--|
|   | ALEDO INDEPENDENT SCHOOL DISTRICT,<br>A Texas Independent School District |  |  |  |
|   | By: Name: Don Daniel Title: Superintendent of Schools                     |  |  |  |
| ACKNOWLEDGMENT  |   |  |  |  |
| THE STATE OF TEXAS \$  \$ COUNTY OF PARKER \$   |   |  |  |  |
| This instrument was acknowledged before me on April, 2010, by Donald Daniel, Superintendent of Schools for Aledo Independent School District, a Texas Independent School District, on behalf of said Independent School District. |   |  |  |  |
|   | NOTARY PUBLIC, State of Texas   |  |  |  |
|   |   |  |  |  |

RIGHT OF ENTRY AND POSSESSION PAGE 2



#### **EXHIBIT A**

# LEGAL DESCRIPTION PERMANENT RIGHT-OF-WAY

BEING 4.438 acres of land located in the JAMES R. BROWN SURVEY, ABSTRACT NO. 69, and the JAMES B. CARR SURVEY, ABSTRACT NO. 255, Parker County, Texas, and being a portion of the tract of land designated as Tract Three in the deed to Bailey Ranch, a Texas limited partnership, recorded in Volume 2018, page 163 of the Deed Records of Parker County, Texas and the tract of land designated as Second Tract in the deed to Bailey Ranch, a Texas limited partnership, recorded in Volume 1161, page 505 of the Deed Records of Parker County, Texas. Said 4.438 acres of land being more particularly described by metes and bounds as follows:

BEGINNING at a point in the South boundary line of said Tract Three, said point also being in the North boundary line of said Second Tract, and said POINT OF BEGINNING, also lying S 89° 46′ 10″ E 389.43 feet from a ½″ iron rod found, at the Northwest corner of the aforesaid Second Tract;

- THENCE N 13°03' 16" W 30.56 feet, to a ½" iron rod marked "Brittain & Crawford" set.
- THENCE N 32°46' 56" E 21.76 feet, to a ½" iron rod marked "Brittain & Crawford" set.
- THENCE NORTHERLY 587.92 feet, along a curve to the right, having a radius of 975.00 feet, a central angle of 34°32'57", and a chord bearing N 06°56' 01" E 579.05 feet to a ½" iron rod mark ed "Brittain & Crawford" set at the end of said curve.
- THENCE N 24°12' 30" E 294.91 feet, to a ½" iron ro d marked "Brittain & Crawford" set.
- THENCE N 20°46' 59" W 14.14 feet, to a ½" iron rod marked "Brittain & Crawford" set, in the Northeast boundary line of said Tract Three, Bailey Ranch tract, and the Southwest right-of-way line of Bankhead Highway.
- THENCE S 65°46' 27" E 90.00 feet, along the Northe ast boundary line of said Tract Three and the Southwest right-of-way line of said Bankhead Highway, to a ½" iron rod marked "Brittain & Crawford" set.
- THENCE S 69°13' 01" W 14.14 feet, to a ½" iron rod marked "Brittain & Crawford" set.
- THENCE S 24°12' 30" W 294.89 feet, to a ½" iron ro d marked "Brittain & Crawford" set at the beginning of a curve to the left.
- THENCE SOUTHWESTERLY 710.79 feet, along said curve to the left, having a radius of 905.00 feet, a central angle of 45'00'00", and a chord bearing S 01°42' 30" W 692.66 feet to a ½" iron r od marked "Brittain & Crawford" set at the end of said curve.
- THENCE S 20°47' 30" E 806.63 feet, to a ½" iron ro d marked "Brittain & Crawford" set at the beginning of a curve to the right.
- THENCE SOUTHERLY 765.76 feet, along said curve to the right, having a radius of 975.00 feet, a central angle of 45°00'00", and a chord bearing S 01°42' 30" W 746.23 feet to a ½" iron r od marked "Brittain & Crawford" set at the end of said curve.

- THENCE S 24°12' 30" W 137.85 feet, to a ½" iron r od marked "Brittain & Crawford" set.
- THENCE S 20°47′ 30" E 21.21 feet, to a ½" iron r od marked "Brittain & Crawford" set in the Southwest boundary line of said Second Tract, and the Northeast right-of-way line of Bailey Ranch Road (a 65-foot wide right-of-way easement, recorded in Volume 2020, Page 109 of the Deed Records of Parker County, Texas).
- THENCE N 65°47′30″W 100.00 feet, along the Southwest boundary line of said Second Tract and the Northeast right-of-way of said Bailey Ranch Road to a ½" iron rod marked "Brittain & Crawford" set.
- THENCE N 69°12' 30" E 21.21 feet, to a ½" iron rod marked "Brittain & Crawford" set.
- THENCE N 24°12' 30" E 137.85 feet, to a ½" iron ro d marked "Brittain & Crawford" set at the beginning of a curve to the left.
- THENCE NORTHEASTERLY 710.79 feet, along said curve to the left having a radius of 905.00 feet, a central angle of 45'00'00", and a chord bearing N 01°42' 30" E 692.66 feet to a ½" iron ro d marked "Brittain & Crawford" set at the end of said curve.
- THENCE N 20°47' 30" W 806.63 feet, to a ½" iron ro d marked "Brittain & Crawford" set at the beginning of a curve to the right.
- THENCE NORTHWESTERLY 85.80 feet, along said curve to the right having a radius of 975.00 feet, a central angle of 05°02'32", and a chord bearing N 18°16' 14" W 85.78 feet to a ½" iron rold marked "Brittain & Crawford" set.
- THENCE N 59°27' 56" W 21.53 feet, to a ½" iron rod marked "Brittain & Crawford" set.
- THENCE N 13°03' 16" W 31.44 feet, to the POINT OF BEGINNING, containing 4.438 acres (193,325 square feet) of land.

