

285201

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: November 13, 2015

Grantor: **Julianne Tatum Rhodes**

Grantor's Mailing Address: 2535 FM 116, Gatesville, TX 76528

Grantee: **Rudolph C. Tatum, Jr. and wife, Andra J. Tatum**

Grantee's Mailing Address: 2535 FM 116, Gatesville, TX 76528

Dominant Estate Property: Remainder of 101.746 acres tract of land conveyed to Rudolph C. Tatum et ux by deed of record in Instrument Number 96907, Public Records, Coryell County, Texas, and portions thereof, more fully described in Exhibit "A" attached hereto.

Easement Property: Easement over and across a 15.613 acre tract of land described in Instrument Number 280003, Public Records, Coryell County, Texas more fully described in Exhibit "B" attached hereto, and said 15.613 acres being out of the above referenced 101.746 acres.

Easement Purpose: For providing free and uninterrupted pedestrian and vehicular ingress to and egress from the Dominant Estate Property, to and from FM HWY 116.

Consideration: Good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor.

Grant 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 over, on, 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 part 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 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 expense of Grantor and Grantee, equally, share and share alike. Both parties have the right to eliminate any encroachments into the Easement Property and must maintain the Easement Property in a neat and clean condition. The parties have 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 any portion of the Easement Property (collectively, the "Road Improvements"). On written request by Grantee, 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.

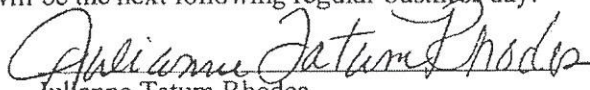
15. *Legal Construction.* If any provision in this agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof, and this agreement will be construed as if the 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.

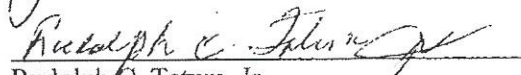
16. *Notices.* Any notice required or permitted under this agreement must be in writing. Any notice required by this agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified

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.


Julianne Tatum Rhodes


Rudolph C. Tatum, Jr.

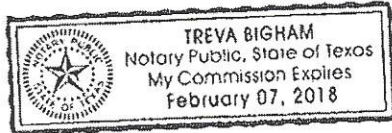

Andra J. Tatum

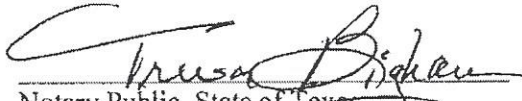
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STATE OF TEXAS

COUNTY OF CORYELL

This document was acknowledged before me on the 11th day of December, 2015, by Rudolph C. Tatum, Jr.

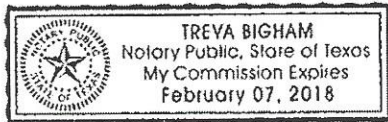




Notary Public, State of Texas

STATE OF TEXAS

COUNTY OF CORYELL

This document was acknowledged before me on the 11th day of December, 2015, by Andra J. Tatum.

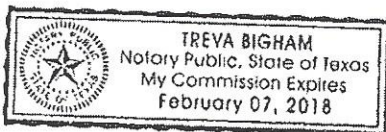



Notary Public, State of Texas

STATE OF TEXAS

COUNTY OF CORYELL

This document was acknowledged before me on the 11th day of December, 2015, by Julianne Tatum Rhodes.



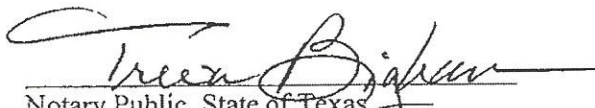

Notary Public, State of Texas

Exhibit "A"

All that certain tract or parcel of land situated in Coryell County, Texas and being 101.746 acres of land out of the Joseph T. Thompson Survey, and being that 101.7 acre tract described in Deed to A.B. Williamson as recorded in Volume 99, page 211 of the Coryell County Deed Records and further described by metes and bounds as a result of this survey as follows:

BEGINNING at a steel pin set in the East R.O.W. line of State Hwy 116, the SWC of the said 101.7 acre tract and the SWC of this;

THENCE N 41-06 E along the West line of said Hwy. at 1401.9 feet a steel pin set, the NWC of this;

THENCE S 71-18 E along a new wire fence at 2296 feet a steel pin set at the base of a 10 inch corner post for a reference point, at 2322.3 feet a point on the West bank of Cottonwood Creek, the NEC of this;

THENCE S 32-00 W crossing said creek at 36 feet a wire fence and continuing along said fence, at 1994.2 feet a steel pin set at the base of a 6 inch corner post, also being the SWC of a 145.5 acre tract described in Deed to J.C. Graham per Volume 185, page 523 Coryell County Deed Records, said pin the SEC of this;

THENCE N 69-08 W, at 93.5 feet recrossing Cottonwood Creek, at 1680.9 feet a steel pin set at the base of a corner post, an exterior corner of this;

THENCE N 10-01 E crossing a gate-way to adjoining property on the South hereof, at 36.5 feet a steel pin set at the base of a corner post, an interior corner of this;

THENCE N 33-39 W along a wire fence, at 898.2 feet the place of beginning and containing 101.746 acres of land.

This Company does not guarantee that the above acreage calculations are correct.

EXHIBIT B

HAINES SURVEYING CO.

P. O. BOX 1031 GATESVILLE, TEXAS 76528
Office 254-865-4200 Cell 817-233-3846

FIELD NOTES FOR: Rudy Tatum

Dated January 31, 2011.

All that certain tract or parcel of land located in Coryell County, Texas out of the Joseph Thompson Survey Abstract No. 1009 and being a portion of a so-called 101.746 acres tract of land conveyed to Rudolph C. Tatum Jr., etux, Andra J. Tatum by deed recorded in the Deed Records of Coryell County, Texas and being more particularly described by metes and bounds as follows; to wit:

BEGINNING at a 5/8" dia. iron pin set at a fence corner in the southeast right of way of Farm to Market Highway No. 116 at the southwest or most westerly corner of said Tatum Tract, same being the northwest corner of a so-called 252.8 acres tract of land conveyed to Benjamin A. Brazzil et ux, by deed recorded in the (D.R.C.C.T.), Document No. 130424. From which a 5/8" dia. iron pin set at the northwest corner of said Tatum Tract bears N 41-16-25 E 1425.65 feet (Call N 41-06 E 1401.9') and a 2" dia. pipe fence corner post bears S 39-33-00 E 0.60 feet.

THENCE South 33 deg. 36 min. 36 sec. East along the fenced southwest line of said Tatum Tract and north line of said Brazzil Tract a distance of 898.26 feet to a 2" dia. pipe fence corner post.

THENCE South 09 deg. 49 min. 02 sec. West along the fenced southwest line of said Tatum Tract and north line of said Brazzil Tract a distance of 37.35 feet to a 2" dia. pipe fence corner post.

THENCE South 69 deg. 51 min. 21 sec. East along the fenced southwest line of said Tatum Tract and north line of said Brazzil Tract a distance of 260.32 feet to a 2" dia. pipe fence corner post for the southeast corner of this tract.

THENCE North 27 deg. 13 min. 49 sec. East along an interior pasture and roping pen fence severing said Tatum Tract, at 694.01 feet pass a 5/8" dia. iron pin set at the northwest corner of said roping pen and in all along a projection of said fence a distance of 887.87 feet to a 5/8" dia. iron pin set in another cross fence for the northeast corner of this tract.

THENCE North 44 deg. 27 min. 35 sec. West along said cross fence a distance of 51.37 feet to a 5/8" dia. iron pin set at a fence corner for a corner in this tract.

THENCE North 73 deg. 04 min. 48 sec. West along said cross fence a distance of 947.08 feet to a 5/8" dia. iron pin set at a fence corner in the northwest line of said Tatum Tract and southeast line of said FM 116 for the northwest corner of this tract.

THENCE South 41 deg. 16 min. 25 sec. West along the west line of said Tatum Tract and southeast line of said FM 116 a distance of 302.34 feet to the **PLACE OF BEGINNING** and containing in all 15.613 acres of land.

All iron pins set are 5/8" in diameter with an orange plastic cap stamped RPLS 4327.

All bearings are based on True (Geodetic) North and were derived at from GPS observations made during this survey.

Surveyed on the January 21, 2011.

Mark A. Haines, Registered Professional Land Surveyor No. 4327.

Mark A. Haines



STATE OF TEXAS
COUNTY OF CORYELL
I, Barbara Simpson, County Clerk in and for
Coryell County, Texas do hereby certify that
this instrument was filed for record in the
volume and page of the Coryell County Public
Records and of the time and date as stamped
hereon by me.



BARBARA SIMPSON, CLERK
CORYELL COUNTY, TEXAS
Barbara Simpson

FILED FOR RECORD
AT 11:30 O'CLOCK A M

DEC 23 2015

Barbara Simpson
COUNTY CLERK, CORYELL CO., TEXAS

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