

This instrument prepared by
and when recorded, return to:

NO NOTARY SEAL

G. Roland Love, Esq.
Donohoe, Jameson & Carroll, P.C.
3400 Renaissance Tower
1201 Elm Street
Dallas, Texas 75270-2120

013092

PRIVATE EASEMENT AGREEMENT

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF JOHNSON §

This PRIVATE EASEMENT AGREEMENT is entered into by and among JOHN C. VOLKMAN ("Volkman"), SCOTT E. WERR and MAUREEN N. WERR (collectively, the "Werrs") and KENDALL CRAIG ("Craig") (Volkman, the Werrs and Craig, parties of the first part, shall be referred to herein collectively as the "Grantors") and JERRY L. MEYER and MICHAEELEEN MEYER (collectively, the "Meyers"; parties of the second part, shall be referred to herein collectively as "Grantees").

WHEREAS, Volkman is the owner of a portion of the Easement Area (as such term is defined hereinbelow), the Werrs are the owners of a portion of the Easement Area (as such term is defined hereinbelow), and Craig is the owner of a portion of the Easement Area (as such term is defined hereinbelow);

WHEREAS, Grantees are the owners of certain real property located in Johnson County, Texas, which real property is more particularly described on Exhibit "A" attached hereto and incorporated by reference herein (the "Benefitted Property");

WHEREAS, Grantees have released their interest in an easement across, under, over and upon the real property more particularly described on Exhibit "C" attached hereto and incorporated by reference herein (the "Released Property") pursuant to that certain Release of Easement agreement executed by Grantees contemporaneously herewith, such release being expressly conditioned upon the granting of the Easements (as such term is defined hereinbelow) set forth hereinbelow;

WHEREAS, in consideration for their release of the Released Property, and other consideration, Grantees are entitled to obtain an easement over, under, across and upon the easement area more particularly described on Exhibit "B" attached hereto and incorporated by reference herein (the "Easement Area") for providing, inter alia, a right-of-way and easement (i) for ingress and egress and access to and from the Benefitted Property to Sherry Lane and other

public and private rights-of-way as set forth herein, and (ii) for electric transmission or distribution lines for the purpose of providing utilities, or access to utilities, to the Benefitted Property, all as set forth hereinbelow;

WHEREAS, Grantors are the owners of various tracts of real property abutting and adjacent to the Easement Area and Grantors are desirous of granting to Grantees an easement over, under, across and upon the Easement Area for the purposes herein stated, subject to the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties hereto, the parties hereto hereby agree as follows:

1. The above recitals are true and correct and are incorporated herein by reference as though fully set forth herein.
2. Each Grantor hereby represents, warrants, covenants and agrees that the real property comprising the Easement Area is owned separately and individually by the Grantors herein and each Grantor has the right, title and power to enter into this agreement and to grant the rights set forth herein. Each Grantor hereby represents and warrants that, as to the real property comprising the Easement Area owned by said Grantor, and to the best of said Grantor's knowledge and belief as to the remaining real property not owned by said Grantor, the Grantors constitute all of the owners of all of the real property necessary to effectuate the granting of the easements and other rights to Grantees as set forth herein and as contemplated hereby and no further action on the part of any person or entity, other than the Grantors, is necessary to effectuate the granting of the easements and other rights to Grantees as set forth herein and as contemplated hereby. If so requested by Grantees, each Grantor hereby covenants and agrees to take all such further reasonable actions as may be necessary to give effect to this agreement.
3. Grantors hereby grant unto said Grantees, their successors and assigns, a non-exclusive easement and right-of-way (the "Easement") over, under, across and upon the Easement Area for the purposes of (i) providing contiguous and uninterrupted pedestrian and vehicular ingress and egress between the Benefitted Property and Sherry Lane, and between the Benefitted Property and any other private or publically dedicated rights-of-way which shall abut the Easement Area, and (ii) providing access to and from any utility lines located within the Easement Area or property adjacent thereto and for the purpose of placing, constructing, operating, repairing, maintaining, rebuilding, replacing, removing or relocating any electric transmission or distribution lines or other lines serving the Benefitted Property, for the purpose of providing utilities, or access thereto, for the Benefit of the Benefitted Property. It is the express intention of the parties hereto that Grantees shall, by virtue of this instrument, be afforded contiguous access from the Benefitted Property to Sherry Lane and any other private or publically dedicated rights-of-way and to any utility lines located within the Easement Area; therefore, should it be determined that there exists any strips, gaps or gores of land located on the property owned by Grantors, or any one of them, not otherwise included in the Easement Area, and if such strips, gaps or gores

impede or otherwise lessen, in Grantees' sole judgment, the practical benefits of the Easement granted to Grantees herein, such strips, gaps and gores of land shall be deemed to be included within the Easement Area as if the same were legally set forth herein.

4. Grantors shall not make changes in grade, elevation or contour of the land within the Easement Area without prior written consent of Grantees; provided, however, that Grantors may take reasonable steps necessary for the construction of a public or private road without written consent of Grantees. Grantors shall not undertake or permit any acts which may interfere with Grantees' use of the Easement Area, including, but not limited to, (i) the placing of gates across the Easement Area, or any portion thereof, or any other structures which may impede or restrict access to the Easement Area, except as specifically set forth hereinbelow, (ii) the keeping of livestock or other animals in the Easement Area, or (iii) the weakening of the lateral support or underlaying soil of the Easement Area.

5. Grantors (each to the extent of their interest therein, if any) additionally grant unto Grantees (i) a general right to the use and benefit of all public and/or private roads located within Magnolia Farms Subdivision and the property surrounding the Easement Area, including, without limitation, the right to obtain from Grantors, or their respective successors and assigns, any interest said Grantors may have in any electronic or other device capable of operating any gates providing access to Sherry Lane, together with all relevant data and instructions necessary to program or operate same, and (ii) all rights reasonably necessary for the enjoyment of the rights specifically granted to Grantees herein. Grantors further grant Grantees, for the benefit of the Benefitted Property, the right to the use and benefit of any public or private utilities which may be located in, upon, under or over the Easement Area, or the property surrounding the Easement Area. Grantees shall have the right, but not the duty, to maintain and/or improve any portion of the Easement Area as they may deem desirable for the purpose of furthering the rights granted to Grantees herein.

6. Subject to the limitations set forth herein, Grantors reserve the right to use the Easement Area for purposes not inconsistent, in Grantees' sole and reasonable judgment, with Grantees' use of the Easement Area.

7. The rights granted to Grantees herein shall be covenants running with the land and shall bind and inure to the benefit of the parties hereto and their respective heirs, successors and assigns and Grantees hereby warrant and shall forever defend the Easement and the rights conveyed in this instrument to Grantees and their respective heirs, personal representatives, successors and assigns against every person lawfully claiming or to claim the same or any part thereof.

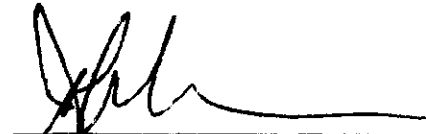
8. This instrument contains the entire agreement between the parties hereto. Any subsequent amendments or modifications to this instrument shall be in writing and shall be agreed to by all parties to be bound by any such amendments or modifications.

9. This agreement may be executed in counterparts, each of which shall constitute an original but all of which when taken together shall constitute a single agreement.

TO HAVE AND TO HOLD the Easement and the rights granted hereinabove unto the said Grantees, their successors and assigns in perpetuity. This is an easement appurtenant and not an easement in gross.

EXECUTED this _____ day of _____, 1997.

[Signatures contained on following pages]


 JOHN C. VOLKMAN, Grantor

STATE OF TEXAS

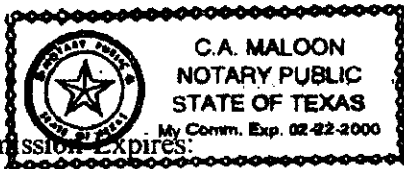
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COUNTY OF

Johnson

BEFORE ME, the undersigned authority, on this day personally appeared JOHN C. VOLKMAN, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same.

1997

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 25th day of April.

My Commission Expires:



Notary Public in and for the State of Texas

[Signatures continued on following pages]

Scott E Werr
SCOTT E. WERR, Grantor

STATE OF TEXAS

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COUNTY OF Tarrant

BEFORE ME, the undersigned authority, on this day personally appeared SCOTT E. WERR, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 22ND day of April, 1997.



Patricia Scagno
Notary Public in and for the State of Texas

My Commission Expires:

[Signatures continued on following pages]

Maureen N. Werr
MAUREEN N. WERR, Grantor

STATE OF TEXAS

COUNTY OF Tarrant§
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BEFORE ME, the undersigned authority, on this day personally appeared MAUREEN N. WERR, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 22nd day of April,
1997.



Patricia Scagno
Notary Public in and for the State of Texas

My Commission Expires:

[Signatures continued on following pages]

BK2078PG0636

Kendall Craig
KENDALL CRAIG, Grantor

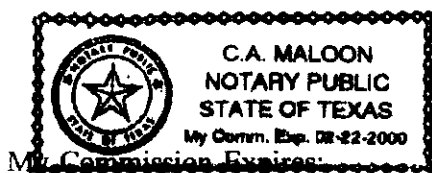
STATE OF TEXAS

COUNTY OF FARRIS JOHNSON

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BEFORE ME, the undersigned authority, on this day personally appeared KENDALL CRAIG, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 25th day of April, 1997.



C.A. Maloon
Notary Public in and for the State of Texas

[Signatures continued on following page]




 JERRY L. MEYER, Grantee

STATE OF TEXAS

COUNTY OF JOHNSON§
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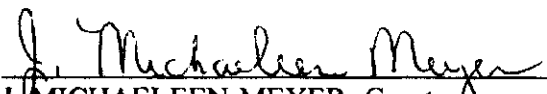
BEFORE ME, the undersigned authority, on this day personally appeared JERRY L. MEYER, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same.

1997 GIVEN UNDER MY HAND AND SEAL OF OFFICE this 28 day of April.



 Notary Public in and for the State of Texas

My Commission Expires:




 J. MICHAEELEN MEYER, Grantee

STATE OF TEXAS

COUNTY OF JOHNSON§
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BEFORE ME, the undersigned authority, on this day personally appeared J. MICHAEELEN MEYER, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same.

1997 GIVEN UNDER MY HAND AND SEAL OF OFFICE this 28 day of April.



 Notary Public in and for the State of Texas

My Commission Expires:

BEING A 3.0 ACRE TRACT OF LAND OUT OF THE H. C. KEMP SURVEY, ABSTRACT NO. 718, IN JOHNSON COUNTY, TEXAS, AND BEING A PORTION OF THE TRACT CONVEYED TO JOHN C. VOLMAN AND DONALD T. VOLMAN BY DEED RECORDED IN VOLUME 711, PAGE 169, DEED RECORDS, JOHNSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT AN IRON PIN IN A FENCE LINE, SAID PIN BEING NORTH 14 DEGREES, 41 MINUTES WEST, 466.0 FEET AND SOUTH 20 DEGREES, 45 MINUTES WEST, 398.7 FEET FROM THE SOUTHWEST CORNER OF LOT 1, BLOCK 4, KAMCERETTE ESTATES, AN ADDITION IN JOHNSON COUNTY, TEXAS, ACCORDING TO THE PLAT RECORDED IN VOLUME 1, PAGE 179, PLAT RECORDS, JOHNSON COUNTY, TEXAS, SAID PIN ALSO BEING IN THE EAST-WEST LINE OF THE TRACT CONVEYED TO JIMMIE O. SONNER BY DEED RECORDED IN VOLUME 667, PAGE 169, DEED RECORDS, JOHNSON COUNTY, TEXAS;

THENCE SOUTH 73 DEGREES, 56 MINUTES EAST, 466.7 FEET TO A POINT FOR CORNER;

THENCE SOUTH 14 DEGREES, 04 MINUTES WEST, 466.7 FEET TO A POINT FOR CORNER;

THENCE NORTH 73 DEGREES, 56 MINUTES WEST, 466.7 FEET TO A POINT FOR CORNER IN THE EASTLY LINE OF SAID SONNER TRACT;

THENCE NORTH 14 DEGREES, 04 MINUTES EAST ALONG SAID EASTLY LINE, 466.7 FEET TO THE POINT OF BEGINNING AND CONTAINING 3.0 ACRES OF LAND, MORE OR LESS.

EXHIBIT A.

TX2078960638

EXHIBIT "B"

All that tract or parcel of land lying and being in the H.C. Renfro Survey Abstract No. 738, in Johnson County, Texas and being a portion of the tract conveyed to John C. Volkman and wife, Carol Volkman, by deed recorded in Volume 902, page 509, Deed Records of Johnson County, Texas, and being that parcel of land more particularly described by metes and bounds as follows:

BEGINNING at a point, said Point of Beginning being North 14 degrees, 04 minutes, 00 seconds East a distance of 19.10 feet from the Northeast corner of 5.0 acre tract of land conveyed to Jerry L. Meyer, et-ux, by deed recorded in Volume 1672, page 294, Deed Records of Johnson County, Texas;

THENCE North 84 degrees, 14 minutes, 35 seconds East, at 13.68 feet, the Southwest corner of a 30 foot wide ingress-egress easement recorded in Volume 1814, page 321, Official Records of Johnson County, Texas, continuing along the Southerly line of said easement, in all a distance of 43.68 feet to a point for corner;

THENCE South 14 degrees, 04 minutes, 00 seconds West distance of 185.91 feet to a point for corner;

THENCE North 75 degrees, 56 minutes, 00 seconds West a distance of 41.09 feet to a point for corner in said Easterly line of said 5.0 acre tract;

THENCE North 14 degrees, 04 minutes, 00 seconds East along said Easterly line, at 155.00 feet the Northeast corner of said 5.0 acre tract, continuing in all a distance of 171.10 feet to the **POINT OF BEGINNING**;

TOGETHER WITH:

All that tract or parcel of land lying and being in the H.C. Renfro Survey Abstract No. 738, in Johnson County, Texas and being a portion of the tract conveyed to John C. Volkman and wife, Carol Volkman, by deed recorded in Volume 902, page 509, Deed Records of Johnson County, Texas and being that certain tract or parcel of land described as a perpetual, non-exclusive easement more particularly described in that certain **Access Easement Agreement** dated July 29, 1994 by and between John C. Volkman and Kendall Craig recorded in Volume 1814, page 321, Official Records of Johnson County, Texas, said parcel being described as follows:

(continued on next page)

[illegible]

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EXHIBIT C**RELEASED PROPERTY****Easement Description**

Being a tract of land out of the H.C. Renfro Survey, Abstract No. 738, in Johnson County, Texas, and being a portion of the tract conveyed to John C. Volkman and Donald T. Volkman by Deed recorded in Volume 723, Page 369, Deed Records, Johnson County, Texas, and being more particularly described by metes and bounds as follows:

Beginning at the Southwest corner of Lot 1, Block 4, Ranchette Estates, an addition in Johnson County, Texas, according to the plat recorded in Volume 1, Page 279, Plat Records, Johnson County, Texas;

Thence South 00 Degrees, 27 Minutes, 20 Seconds West, 30.85 feet to a point for corner;

Thence South 76 Degrees, 18 Minutes, 30 Seconds West, 597.25 feet to a point;

Thence South 14 Degrees, 04 Minutes West, 231.8 feet to a point;

Thence North 75 Degrees, 56 Minutes West, 30.0 feet to a point;

Thence North 14 Degrees, 04 Minutes East, 250.0 feet to a point;

Thence North 76 Degrees, 18 Minutes, 30 Seconds East, 622.5 feet to the point of beginning.

Subject to any part or portion of the herein described property lying within the boundaries of a public or private road or right of way.

WARNING -- THIS IS PART OF THE OFFICIAL RECORD -- DO NOT DESTROY

COUNTY CLERK'S MEMO
PORTIONS OF THIS DOCUMENT NOT
LEGIBLE AND/OR REPRODUCIBLE
WHEN RECEIVED. BUT RECORDED
AT CUSTOMER'S REQUEST

KE
DEPUTY

FILED FOR RECORD 1156A

JUN 30 1997

COUNTY CLERK JOHNSON COUNTY
BY RO DEPUTY

STATE OF TEXAS
COUNTY OF JOHNSON

I hereby certify that this instrument was FILED on the date and at the time
stamped herein by me and was duly RECORDED in the OFFICIAL PUBLIC
RECORDS OF JOHNSON COUNTY, TEXAS in the Volume and Page as
shown hereon.



CHD
CURTIS H DOUGLAS
COUNTY CLERK
JOHNSON COUNTY, TEXAS