

CE 94-68705-FS/sfca

DK 1814 PG 0321

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ACCESS EASEMENT AGREEMENT

THIS AGREEMENT (the "Agreement") is made as of the 29 day of July, 1994 by and between JOHN C. VOLKMAN located at 904 N. Highway 731, Crowley, Tx 76036 ("GRANTOR"), and Kendall Craig with a mailing address of: ("GRANTEE")

WITNESSETH

WHEREAS, GRANTOR is the owner of that certain tract of land situated in the County of Johnson, State of Texas, which tract is identified as on Exhibit "A", attached hereto and made a part hereof ("Grantor Parcel"); and

WHEREAS, GRANTEE is, or will be by the time this instrument is recorded, the owner of that certain tract of land situated in the same county, and state which tract of land lies adjacent to Grantor Parcel and is identified as Exhibit "B" attached hereto and made a part hereof ("Grantee Parcel").

WHEREAS, GRANTOR wish to grant to GRANTEE certain access easement rights for the benefit of Grantee Parcel.

EASEMENTS

1. GRANTOR to GRANTEE Access Easement. Grantor does hereby grant to Grantee a perpetual non-exclusive easement for ingress, egress, and access over and across a portion of Grantor Parcel identified as "Access Easement" on Exhibit A (the "Access Easement"). Grantee may use the Access Easement for vehicular (passenger cars and light trucks) ingress, access, and egress. The Access Easement granted hereunder is a permanent easement and will continue in full force and effect so long as the easement is used by Grantee, its successors and assigns.

2. Access Easement Maintenance. Grantor and Grantee shall both be responsible for maintaining the paved surface of Access Easement

3. Indemnification. Grantee hereby indemnifies and saves Grantor harmless from any and all liability, damage, expense, causes of action, suits, claims, or judgments arising from personal injury, death, or property damage occurring on or from access easement area.

4. Successors. The easement rights and obligations contained herein shall run with the title to the Access Easement and shall bind and inure to the benefit of the respective successors and assigns of the parties hereto.

MISCELLANEOUS

5. Notices. All notices and other communications required or permitted to be given hereunder shall be in writing and shall be mailed by certified or registered mail, postage prepaid, hand-delivered, or by a nationally recognized courier for overnight delivery, addressed as follows:

GRANTOR:

GRANTEE:

6. Severability. In the event that any of the terms or conditions of this Agreement shall be deemed invalid, illegal, or unenforceable in any respect, the validity of the remainder of this Agreement shall in no way be affected and shall remain in full force and effect to the fullest extent permitted by law.

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7. Governing Law. This Agreement shall be governed by and interpreted under the laws of the state where the property is located.

IN WITNESS WHEREOF, GRANTOR and GRANTEE have executed this instrument as of the day and year above written.

WITNESS OR ATTEST:

John C. Volkman by Beverly G. Volkman
John C. Volkman by Beverly G.
Volkman his agent and attorney
in fact

WITNESS OR ATTEST:

Kendall Craig
Kendall Craig

(ACKNOWLEDGMENT)

STATE OF TEXAS

COUNTY OF TARRANT

This instrument was acknowledged before me on the 29th day of July, 1994, by Beverly G. Volkman, Agent and Attorney in Fact for John C. Volkman.



[Signature]
Notary Public, State of Texas

(ACKNOWLEDGMENT)

STATE OF TEXAS

COUNTY OF TARRANT

This instrument was acknowledged before me on the 29 day of July, 1994 by Kendall Craig.



[Signature]
Notary Public, State of Texas

Return to:
Sage Land Title Co.
1903 Central Ave. #304
Bedford, TX. 76021

02-21-84 12:47PM FORTUNE INC

P03

Being a 30.0 foot wide ingress-egress easement in the N. C. KIMPO 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 505, Page 509, Deed Records, Johnson County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a point in the East line of said Volkman tract and in the West line of Sherry Lane, said point being South 01 degree, 06 minutes, 03 seconds East, a distance of 11.98 feet from the Northeast corner of said Volkman tract;

THENCE South 01 degree, 06 minutes, 03 seconds East along said East end West line a distance of 30.12 feet to a point for corner;

THENCE South 85 degrees, 59 minutes, 31 seconds West a distance of 149.24 feet to a point for a corner, said point being the beginning of a curve to the left having a radius of 95.65 feet;

THENCE Southwesterly along said curve to the left a distance of 69.38 feet to a point, said point being the beginning of a curve to the right having a radius of 92.43 feet;

THENCE Southwesterly along said curve to the right a distance of 39.13 feet to a point, the end of said curve;

THENCE South 66 degrees, 40 minutes, 19 seconds West a distance of 49.40 feet to a point, said point being the beginning of a curve to the left having a radius of 46.15 feet;

THENCE Southwesterly along said curve to the left a distance of 45.77 feet to a point, the end of said curve;

THENCE South 11 degrees, 35 minutes, 44 seconds East a distance of 305.41 feet to a point, said point being the beginning of a curve to the left having a radius of 133.66 feet;

THENCE Southwesterly along said curve to the left a distance of 72.08 feet to a point for corner, the end of said curve;

THENCE South 84 degrees, 14 minutes, 36 seconds West a distance of 30.0 feet to a point for corner;

THENCE Northwesterly along said curve to the left a distance of 252.85 feet to a point, the end of said curve;

THENCE North 11 degrees, 35 minutes, 44 seconds East a distance of 205.41 feet to a point, said point being the beginning of a curve to the left having a radius of 75.25 feet;

THENCE Northwesterly along said curve to the left a distance of 95.26 feet to a point, the end of said curve;

THENCE North 66 degrees, 40 minutes, 59 seconds East a distance of 49.40 feet to a point, said point being the beginning of a curve to the left having a radius of 63.43 feet;

THENCE Northwesterly along said curve to the left a distance of 26.47 feet to a point, said point being the beginning of a curve to the right having a radius of 125.50 feet;

THENCE Northwesterly along said curve to the right a distance of 91.15 feet to a point, the end of said curve;

THENCE North 85 degrees, 59 minutes, 31 seconds East a distance of 151.92 feet to the POINT OF BEGINNING;

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1903 Centrodor #304
Bedford Tr 74021

Return to:

Box 1814 g. 323H

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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

1033
FILED FOR RECORDING *as*

SEP 7 1934
COUNTY CLERK JOHNSON COUNTY
BY *[Signature]* 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.



Travis Prime
TRAVIS PRIME County Clerk
Johnson County, Texas

RG
DEPUTY