

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL 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.

Easement Agreement for Access

Date: April 17, 2007

Grantor: RICHARD LEGGETT and SHEILA K. LEGGETT, husband and wife

Grantor's Mailing Address:

Richard Leggett and Sheila K. Leggett
2405 Cherry Blossom
Bedford, Texas 76021
Tarrant County

Grantee: BILLY ELLIS and BARBARA JEAN ELLIS, husband and wife

Grantee's Mailing Address:

Billy Ellis and Barbara Jean Ellis
507 Edgehill Road
Joshua, Texas 76058
Johnson County

Grantor's Lienholder: Bank of America, a National Bank

Grantor's Lienholder's Mailing Address:

Bank of America
6700 Lakeview Center Drive
Tampa, Florida, 33619

Dominant Estate Property: BEING a 6.250 acre tract of land situated in the WILLIAM G. JACKSON SURVEY, Abstract No. 462, Johnson County, Texas and being all that certain tract of land described in deed to Barbara Jean Ellis, as recorded in Volume 3562, Page 59, Deed Records, Johnson County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a found 1/2-inch iron rod from which a found 1/2-inch iron rod bears North 57 degrees 29 minutes 25 seconds East, a distance of 8.71 feet said iron rod being the common west corner of said Ellis tract and that certain tract of land described in deed to Edna F. Williams and Billy W. Marsh, as recorded in Volume 2488, Page 91, said Deed Records;

THENCE South 89 degrees 15 minutes 00 seconds East, a distance of 432.50 feet along the common line of said Ellis tract and said Williams/Marsh tract to a found 1/2-inch iron rod at the common corner of said Ellis tract, said Williams/Marsh tract, that certain tract of land described in deed to Don R. Massey and wife, Amy M. Massey, as recorded in Volume 2241, Page 504, said Deed Records, and that certain tract of land described in deed to Scott P. Campbell and Andrea D. Campbell, as recorded in Volume 3619, Page 848, said Deed Records;

THENCE South 00 degrees 45 minutes 00 seconds West, a distance of 629.50 feet along the common line of said Ellis tract and said Campbell tract to a set 1/2-inch iron rod at the common south corner of said Ellis tract and said Campbell tract, said iron rod being on the north line of that certain tract of land described in deed to the Thiebaud Family Trust, as recorded in Volume 2492, Page 80, said Deed Records;

THENCE North 89 degrees 15 minutes 00 seconds West, a distance of 432.50 feet along the common line of said Ellis tract and said Thiebaud Family Trust tract to a set 1/2-inch iron rod from which a found 1/2-inch iron rod bears South 61 degrees 49 minutes 53 seconds East, a distance of 16.49 feet, said set iron rod being the southwest corner of said Ellis tract;

THENCE North 00 degrees 45 minutes 00 seconds East, a distance of 629.50 feet along the west line of said Ellis tract to the POINT OF BEGINNING and containing 272,259 square feet or 6.250 acres of land, more or less.
and portions thereof.

Easement Property:

A 30 Foot wide Easement across the Northern boundary of Tract 11C

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

Consideration: 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 by Grantor.

Reservations from Conveyance: None.

Exceptions to Warranty: None.

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

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 install and 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 sole expense of Holder. Holder has the right to eliminate any encroachments into the Easement Property. Holder must maintain the Easement Property in a neat and clean condition. Holder has 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"). All matters concerning the configuration, construction, installation, maintenance, replacement, and removal of the Road Improvements are at Holder's sole discretion, subject to performance of Holder's obligations under this agreement. Holder has the right to remove or relocate any fences within the Easement Property or along or near its boundary lines if reasonably necessary to construct, install, maintain, replace, or remove the Road Improvements or for the road to continue onto other lands or easements owned by Holder and adjacent to the Easement Property, subject to replacement of the fences to their original condition on the completion of the work. On written request by Holder, 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

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 any 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. *Integration.* This agreement contains the complete agreement of the parties and cannot be varied except by written agreement of the parties. The parties agree that there are no oral agreements, representations, or warranties that are not expressly set forth in this agreement.

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.

Richard Leggett

Richard Leggett

Sheila K. Leggett

Sheila K. Leggett

Billy Ellis

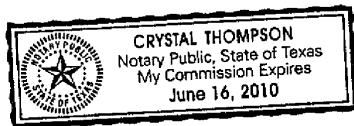
Billy Ellis

Barbara Jean Ellis

STATE OF TEXAS)

COUNTY OF TARRANT)

This instrument was acknowledged before me on April 17, 2007, by BILLY ELLIS and BARBARA JEAN ELLIS.



Crystal Thompson

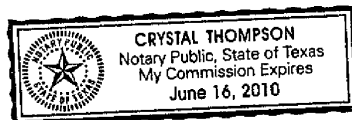
Notary Public, State of Texas

My commission expires: 6/16/2010

STATE OF TEXAS)

COUNTY OF JOHNSON)

This instrument was acknowledged before me on April 17, 2007, by RICHARD LEGGETT and SHEILA K. LEGGETT.



Crystal Thompson

Notary Public, State of Texas

My commission expires: 6/16/2010

BK 4078 PG 0138

AFTER RECORDING RETURN TO:

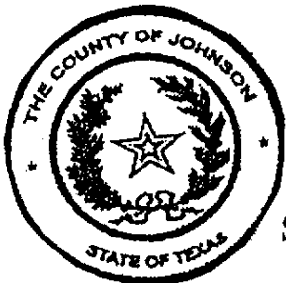
Kenneth D. Hartless P.C.
105 East Oak Street, Suite 103
Mansfield, Texas 76063

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

Filed For Record 2:18 AM ☐ PM ☒

APR 24 2007

County Clerk Johnson County
By PO Deputy



STATE OF TEXAS
COUNTY OF JOHNSON

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


CURTIS H. DOUGLAS, COUNTY CLERK
JOHNSON COUNTY, TEXAS