

172074

NON-EXCLUSIVE INGRESS AND EGRESS EASEMENT

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 licensenumber.

NO TITLE SEARCH OF REAL PROPERTY RECORDS WAS PERFORMED BY PREPARING ATTORNEY AND THERE IS NO PRO-RATION OF 2017 AD VALOREM TAXES AND NO ROLL-BACK DETERMINATION.

Date: July 14, 2017

Grantor: MARVIN W. WALTERS, JR. AND LINDA KAY WALTERS

Grantor's Mailing Address:

P.O. Box 185, Johnson City 78636

Grantee: J. GREGORY STEELE, and wife, LAKAY STEELE

Grantee's Mailing Address:

P.O. Box 530, Johnson City, Tx 78636

Dominant Estate Property (Property benefitted by Easement):

BEING ONE CERTAIN 23.355 ACRES OF LAND BEING ALL OF THAT 23.380 ACRE TRACT OF LAND CONVEYED TO HELEN CAMMACK BY DEED RECORDED IN VOLUME 88, PAGE 261, OF THE DEED RECORDS OF BLANCO COUNTY, TEXAS, SITUATED IN THE JOSEPH DUEL SURVEY NO. 172, ABSTRACT NO. 147 OF SAID COUNTY AND BEING MORE PARTICULARLY DESCRIBED AS EXHIBIT "A" IN DEED DATED SEPTEMBER 1, 1999 RECORDED IN VOLUME 212, PAGE 729 ET SEQ. OF THE OFFICIAL PUBLIC RECORDS OF BLANCO COUNTY, TEXAS, TO WHICH INSTRUMENT AND ITS RECORD REFERENCE IS MADE HERETO FOR ALL PERTINENT PURPOSES, WHETHER IN WHOLE OR IN PART

Easement Property:

BEING A 89,220.66 SQ/FT TRACT OF LAND, MORE OR LESS, OUT OF THE JOSEPH DUEL SURVEY NO. 172, ABSTRACT NO. 147, IN BLANCO COUNTY, TEXAS, AND ALSO BEING A PORTION OF AN EASEMENT OUT OF THE WALTERS ADDITION, AS RECORDED IN VOLUME 1, PAGE 311, BLANCO COUNTY, TEXAS; SAID 89,220.66 SQ/FT TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS ON EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN FOR ALL PURPOSES.

Easement Purpose: For providing free and uninterrupted non-commercial pedestrian and vehicular ingress and egress, in common with others, over, along and across the Easement Property.

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

Reservations from Conveyance: Grantors reserve for themselves, their heirs and assigns, the right of Ingress and Egress over, along and across the Easement Property.

Exceptions to Warranty:

1. All restrictions, covenants, conditions, easements, including rights of others to Easement Property, reservations, leases, mineral severances, and other instruments that affect the property and are shown in the public records of Blanco County, Texas, and to all zoning laws, regulations and ordinances of municipal and/or other governmental authorities that affect the property;
2. Private Road Maintenance Statement recorded in Volume 292, Page 471, Official Public Records of Blanco County, Texas.

Filed this 14th day of July, 2017 2:56 PM
 Laura Walla
 County Clerk, Blanco County, Texas
 By [Signature] Deputy

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, (whether all or part) 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, to the extent that such claim arises by, through, or under Grantor but not otherwise.

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. (each a "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. *Improvement and Maintenance of Easement Property.* Holder has the right to eliminate any impediments to the free ingress and egress to the Easement Property that does not violate the other clauses of this Easement contract. Holder has the right, at the Holder's expense and with the written consent of the Grantor (or Grantor's heirs, successors, and assigns if Grantor no longer has an interest in the Property), 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"). The Holder will not be allowed to make any alterations to the configuration, size, or nature of the roadway on the easement property until the Grantor has approved the alteration in writing. Holder must provide written request to the Grantor (or Grantor's heirs, successors, and assigns if Grantor no longer has an interest in the Property) to remove or relocate any fences along or near the Easement Property if reasonably necessary to construct, install, maintain, replace or remove the Road Improvements. Holder will not be allowed to remove or relocate any fences along or near the Easement Property until Grantor (or Grantor's heirs, successors, and assigns if Grantor no longer has an interest in the Property) has approved Holder's written request. Upon approval of Grantor (or Grantor's heirs, successors, and assigns if Grantor no longer has an interest in the Property), fences must be restored to their original condition.

4a. *Distribution of Maintenance Expenses.* If the Holder chooses not to make improvements, or the Grantor (or Grantor's heirs, successors, and assigns if Grantor no longer has an interest in the Property) does not approve the Holder's written request, the maintenance expense of the road on the Easement Property will be determined on a pro rata basis per each common party's use of the road on the Easement Property. If the Holder chooses to make improvements to the road, the written request to the Grantor (or Grantor's heirs, successors, and assigns if Grantor no longer has an interest in the Property) must include a good faith estimate of the cost of the improvement and the additional maintenance expense or savings created by the improvement to the road.

4b. *Trees.* The Holder may not remove or intentionally cause damage to the trees located on or around the Easement Property without written consent of the Grantor (or Grantor's heirs, successors, and assigns if Grantor no longer has an interest in the Property). As needed, the Holder may request in writing to the Grantor (or Grantor's heirs, successors, and assigns if Grantor no longer has an interest in the Property) to trim any trees for the safe ingress and egress of the Easement Property. Holder will not be allowed to trim any trees along or near the Easement Property until Grantor (or Grantor's heirs, successors, and assigns if Grantor no longer has an interest in the Property) has approved Holder's written request.

5. *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 benefitted 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.

6. *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.

7. *Binding Effect.* This agreement binds and inures to the benefit of the parties and their respective heirs, successors, and permitted assigns.

8. *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.

9. *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.

10. *Waiver of Default.* It is not a waiver of or consent to default if the non defaulting 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.

11. *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.

12. *Entire Agreement.* This agreement and any exhibits are the entire agreement of the parties concerning the Dominant Estate Property, the Easement Property, and the grant of the Easement by Granter to Grantee. There are no representations, agreements, warranties, or promises, and neither party is relying on any statements or representations of any agent of the other party, that are not in this agreement and any exhibits.

13. *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.

14. *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.

15. *Recitals.* Any recitals in this agreement are represented by the parties to be accurate, and constitute a part of the substantive agreement.

16. *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.

17. *Property Tax Proration.* Under current use and road condition, the servient estate is responsible for all property taxes to be paid on the easement. If the Holder changes the nature of the easement in a manner that increases the value of the easement over and above any tax value increases to the non-burdened portions of the servient estate, the Holder will be responsible to the servient estate owner for the increased portion of the taxes.

GRANTOR:

MARVIN W. WALTERS, JR.

LINDA KAY WALTERS

GRANTEE:

J. GREGORY STEELE

LAKAY STEELE

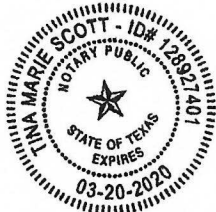
STATE OF TEXAS

() COUNTY OF BLANCO

()



This instrument was acknowledged before me this _ day of July, 2017 by MARVIN W. WALTERS, JR.



STATE OF TEXAS ()
COUNTY OF _ ()

Tina Marie Scott
Notary Public, State of Texas

This instrument was acknowledged before me this KAY day of July, 2017 by LINDA WALTERS.



STATE OF TEXAS ()
COUNTY OF BLANCO ()

Tina Marie Scott
Notary Public, State of Texas

This instrument was acknowledged before me this day of July, 2017 by J. GREGORY STEELE and LAKAY STEELE.

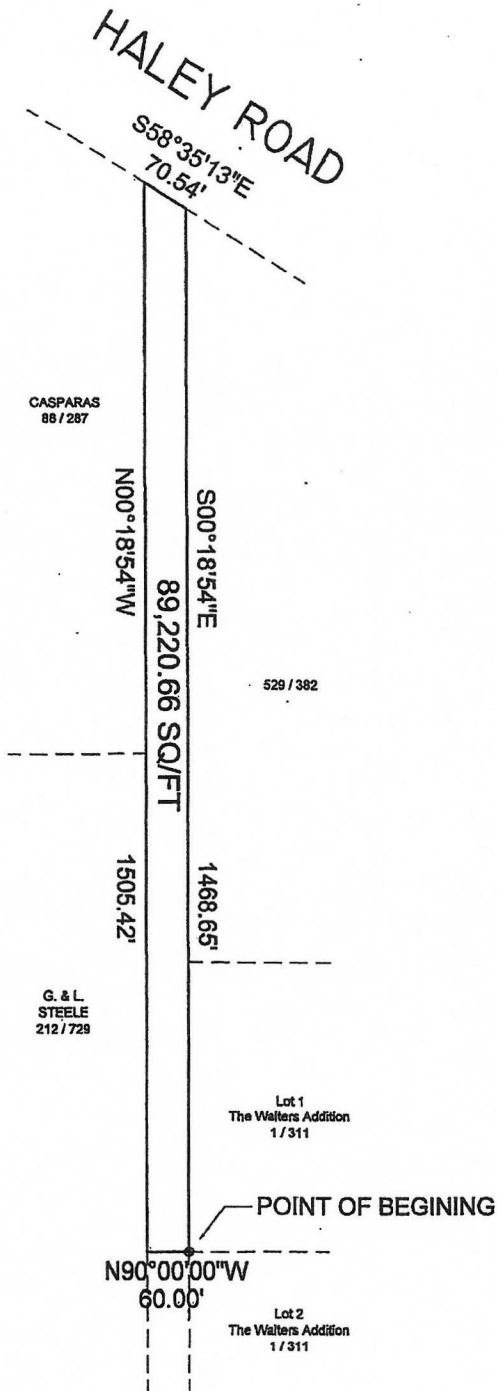


AFTER RECORDING RETURN TO:

Dean C. Myane
P. O. Box 787 Blanco,
Texas 78606

Tina Marie Scott
Notary Public, State of Texas

BEING A 89,220.66 SQ/FT TRACT OF LAND, MORE OR LESS, OUT OF THE JOSEPH DUEL SURVEY NO. 172, ABSTRACT NO. 147, IN BLANCO COUNTY, TEXAS, AND ALSO BEING A PORTION OF AN EASEMENT DEDICATED BY THE WALTERS ADDITION, AS RECORDED IN VOLUME 1, PAGE 311, BLANCO COUNTY, TEXAS.



FIELD NOTES

BEING A 89,220.66 SQ/FT TRACT OF LAND, MORE OR LESS, OUT OF THE JOSEPH DUEL SURVEY NO. 172, ABSTRACT NO. 147, IN BLANCO COUNTY, TEXAS, AND ALSO BEING A PORTION OF AN EASEMENT OUT OF THE WALTERS ADDITION, AS RECORDED IN VOLUME 1, PAGE 311, BLANCO COUNTY, TEXAS.

SAID 89,220.66 SQ/FT TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron pin found at the common westerly corner of Lots 1 and Lot 2, of the Walters Addition, for the southeast corner of the herein described tract,

THENCE, N 90°00' W, a distance of 60 feet, to a point in the westerly line of said easement, same being in the easterly line of a tract of land conveyed to G. & L. Steele, by deed recorded in Volume 212, Page 729, for the southwest corner of the herein described tract,

THENCE, N 00°18'54" W, with the west line of said easement, and the east line of said Steele tract, a distance of 1505.42 feet to a point in the southerly line of Haley Road, for the northwest corner of the herein described tract,

THENCE, S 58°35'13" E, with Haley Road, a distance of 70.54 feet to a point for the northeast corner of the herein described tract,

THENCE, S 00°18'54" E, with the easterly line of said easement, a distance of 1468.65 feet to the POINT OF BEGINNING, containing 89,220.66 sq/ft of land.



Scale 1" = 200'

⊙ = Iron Pin Found

PREPARED FROM RECORDS

EXHIBIT A

BRYSON SURVEYING CO, INC.
7525 HIGHWAY 71 W.
AUSTIN, TX 78735
512-775-4084
STEVE BRYSON RPLS 4248
COPYRIGHT 2017: BRYSON SURVEYING CO, INC.

JOB NO: STEELE ESMT