



222-1582
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.

EASEMENT AGREEMENT FOR ACCESS

Effective Date: December 28, 2022

Grantor: TIFFANY D. HARTMANN, a single person

Grantor's Mailing Address:

96 Fire Rock Trail
Fredericksburg, Gillespie County, Texas 78624

Grantee: DONNA F. CROY

Grantee's Mailing Address:

205 Linda Loop
Sallisaw, Sequoyah County, Oklahoma 74955

Dominant Estate Property: All that certain tract or parcel of land being approximately 47.45 acres located in Gillespie County, State of Texas, more particularly described in that certain Warranty Deed dated August 6, 1992, recorded at Volume 234, Page 698 of the Real Property Records of Gillespie County, Texas, incorporated herein by reference.

Easement Property: Collectively, the centerline of a traveled private road known as Fire Rock Trail and being that 30' wide road easement, Instrument No. 20133630 of the Official Public Records of Gillespie County, Texas **AND** the centerline of a traveled road being situated in the County of Gillespie, State of Texas, passing through part of the Wm. H. Kennedy Survey No. 175, Abstract No. 380, over and across a southern portion of that 33.02 acre tract of land described in a Correction Deed to Tiffany D. Hartmann by Donna F. Croy, et al., dated August 2, 2013, found of record in Instrument No. 20133631 of the Official Public Records of Gillespie County, Texas, as more particularly described on **Exhibit "A"**, attached hereto and made a part hereof for all purposes.

Easement Purpose: For providing free and uninterrupted pedestrian and vehicular ingress to and egress from the Dominant Estate Property, to and from Friedrich Road, a public road ("Easement").

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: Validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing instruments that affect the Property, including leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto.

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 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 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 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 non-exclusive and irrevocable, subject to the terms set forth herein. The Easement is for the benefit of Grantee and Grantee's 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.

4. *Improvement of Easement Property.* Grantor and Grantee agree to hereby share equally in the cost of improving and maintaining the Easement.

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 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.

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, benefits, and may be enforced by 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. *Notices.* Any notice required or permitted under this agreement must be in writing. Any notice required by this agreement will be deemed to be given (whether received or not) the earlier of receipt or three business days after being 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, or e-mail and will be effective when received. Any address for notice may be changed by written notice given as provided herein.

10. *Counterparts.* This agreement may be executed in multiple counterparts. All counterparts taken together will constitute this agreement.

11. *Waiver of Default.* A default is not waived if the nondefaulting party fails to declare default immediately or delays in taking any action with respect to the default. 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. The obligations of the parties under this provision will survive termination of this agreement.

14. *Survival.* The obligations of the parties in this agreement that cannot be or were not performed before termination of this agreement survive termination of this agreement.

15. *Entire Agreement.* This agreement and any exhibits are the entire agreement of the parties concerning the Easement Property and the grant of the Easement by Grantor to Grantee. There are no representations, agreements, warranties, or promises, and neither party is

relying on any statements or representations of the other party or any agent of the other party, that are not in this agreement and any exhibits.

16. *Legal Construction.* If any provision in this agreement is 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. This agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.

17. *Release and Termination of Prior Easement.* In consideration of the premises and the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which Grantee acknowledges, Grantee has this day and does by these presents IRREVOCABLY RELEASE, TERMINATE, ABANDON and RELINQUISH the Prior Easement (as defined below) and all rights, titles, interests and estates in, to and under the Prior Easement and hereby releases the property encumbered by and from the Prior Easement; so that, by this RELEASE the property so encumbered shall cease to be burdened by the Prior Easement and the Prior Easement shall be of no further force and effect. The "Prior Easement" is described and reserved in that Correction Deed executed by Donna F. Croy, Individually and as Trustee of The Robert D. Croy And Donna F. Croy Revocable Living Trust, to Tiffany D. Hartmann, dated August 2, 2013, recorded under Register No. 20133630, Official Public Records of Gillespie County, Texas.

18. *Release and Termination of Easement.* This Easement shall automatically terminate upon the earlier of the following:

- a. Nine (9) months after the date of conveyance of the Dominant Estate Property to a party unrelated to the Grantee; or
- b. Three (3) years after the Effective Date.

Upon the occurrence of the above, this Easement shall automatically terminate and be of no further force or effect. Upon the termination of this Easement, there shall be no necessity of filing of any further documentation evidencing said termination, and third parties may rely on the termination of this Easement according to the terms set forth herein. If any third party requires written evidence of the termination of this Easement, the Grantee hereby agrees to and binds all future Holders of this Easement, to sign a termination of Easement in a format that is recordable in the Official Public Records of Gillespie County, Texas.

(Signature Page to Follow)

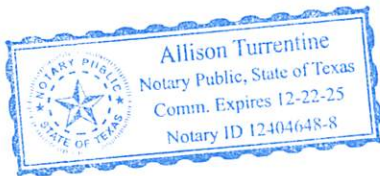
GRANTOR:

Tiffany D. Hartmann
TIFFANY D. HARTMANN

Acknowledgment

STATE OF TEXAS §
COUNTY OF Gillespie §

This instrument was acknowledged before me this 28 day of Dec., 2022, by TIFFANY D. HARTMANN.



Allison Turrentine
Notary Public, State of Texas

GRANTEE:

Donna F. Croy
DONNA F. CROY

Acknowledgment

STATE OF OKLAHOMA §

COUNTY OF Sequoyah §

This instrument was acknowledged before me this 29th day of December, 2022, by DONNA F. CROY.



Rhonda M. Merrill
Notary Public, State of Oklahoma

MCE: 6/18/23

Filed by and Return to:

Hill Country Titles, Inc.
114 E. Austin Street
Fredericksburg, TX 78624

Exhibit " A "

Centerline of a traveled road
for ingress and egress
December 15, 2022

STATE OF TEXAS, *
COUNTY OF GILLESPIE. *

Field notes and accompanying map depicting the centerline of a traveled road, made at the request of Tiffany Hartmann. Said road is situated in Gillespie County, Texas, and passes through part of the Wm. H. Kennedy Survey No. 175, Abstract No. 380, over and across a southern portion of that 33.02 acre tract of land described in a correction deed to Tiffany D. Hartmann by Donna F. Croy, et al., dated August 2, 2013, found of record in Instrument No. 20133631 of the Official Public Records of Gillespie County, Texas.

Said centerline of road is described as follows, to wit:

BEGINNING at a point in the centerline of a traveled private road known as Fire Rock trail, in a Northerly line of said 33.02 acre tract, in the South line of that 15.0 acre tract of land described in a correction deed to Tiffany D. Hartmann by Donna F. Croy, et al, dated August 2, 2013, found of record in Instrument No. 20133630 of the Official Public Records of Gillespie County, Texas, and at the termination point of that 30 foot wide road easement described in said Instrument No. 20133630, from which a 1/2-inch rebar found set (capped: BONN 4447) for the S.W. corner of said 15.0 acre tract bears N. 76 deg. 59 min. 59 sec. W., 54.00 feet;

THENCE with the centerline of said traveled road, over and across said 33.02 acre tract, **S. 54 deg. 22 min. 03 sec. W. 92.71 feet** to the **PLACE OF TERMINATION** of the herein described centerline in the South line of said 33.02 acre tract, in the North line of that 47.45 acre remainder tract of land described in a conveyance to Donna Croy (known as Tract 9), found of record in Volume 234, Pages 698-700 of the Real Property Records of Gillespie County, Texas, from which a 1/2-inch rebar found reset at a pipe fence corner post for the N.W. corner of said 47.45 acre remainder tract (Tract 9), for the S.W. corner of said 33.02 acre tract bears N. 87 deg. 14 min. 43 sec. W., 869.20 feet, and a 1/2-inch rebar found set (capped: BONN 4447) in the North line of said 47.45 acre remainder tract (Tract 9), in the South line of said 15.0 acre tract, for the most Southerly S.E. corner of said 33.02 acre tract bears S. 87 deg. 14 min. 43 sec. E., 391.22 feet, as depicted on the accompanying map of a survey of even date surveyed on the ground September 23, 2022, by Waymaker Field Services, LLC., under the supervision of Cody J. Musick, RPLS No. 6454.

**FILED AND RECORDED
OFFICIAL PUBLIC RECORDS**

Lindsey Brown

Lindsey Brown, County Clerk
Gillespie County Texas
December 30, 2022 08:56:43 AM

FEE: \$50.00

JCOSTON

20228919

