

DOC 00006740

EASEMENT AGREEMENT FOR RECIPROCAL ACCESS

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.

Date:

First Party:

John Shirley

First Party's Mailing Address:

Second Party:

Jeffrey Arther

Second Party's Mailing Address:

Property:

More particularly described and marked by yellow highlights in Exhibit "A" attached hereto and made a part hereof.

Easement Purpose:

For providing free and uninterrupted pedestrian and vehicular ingress to, egress from, and access across and between First Party's Property and Second Party's Property and portions thereof.

Consideration:

Ten Dollars and other good and valuable consideration the sufficiency of which are hereby acknowledged by the Parties.

Reservations from Conveyance:

None

Exceptions to Warranty:

None

CF# 48776

Grants of Easements:

First Party and Second Party for and in Consideration and the considerations set forth hereinabove and subject to the reservations (in any) from the conveyance and exceptions to warranty (if any), hereby grant, sell and convey to each other their heirs, successors, and assigns an easement to, over and across each other's property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold the easement, rights and appurtenances to themselves, their heirs, successors and assigns forever. The Parties hereto warrant and forever defend the title to the easement, rights and appurtenances granted to each other, their heirs, successors, and assigns against every person whomsoever lawfully claim or to claim the easement, rights or appurtenances, or any part thereof.

The easements, rights and appurtenances hereby granted by each Party are sometimes referred to herein collectively as "the Properties." First Party and Second Party hereto are sometimes referred to herein individually as "a Party" and collectively as "the Parties."

Terms and Conditions: The Following terms and conditions apply to the Easements granted by this agreement:

1. **Character of Easements.** The Easements are appurtenant to and run with the Properties, and portions thereof, whether of not the Easements are referred or described in any conveyance of the Properties, or any portion thereof. The Easements are for the benefit of the Parties and their heirs, successors and assigns who at any time may own the Properties or any interest therein.
2. **Duration of Easements.** The duration of the Easement is perpetual.
3. **Nonexclusiveness of Easements.** The Easements are nonexclusive, and each of the Parties reserves for itself and its heirs, successors and assigns the right to use all or part of the Easements in conjunction with any other Holder and the right to convey to others the right to use all or part of the Easements in conjunction with the Holders, as long as such further conveyance is subject to the terms of this agreement.
4. **Use and Locations of Easements.** The Parties and other Holders (if any) will be entitled to direct access to and between the Properties without interference except as set forth in this agreement and to use all access areas, driveways, and parking lots located on any portion of the Properties in exercising the Easements. Any Party may erect curbs or other barriers as long as said barriers do not interfere with or restrict direct access to and between the properties. Building and other improvements on the portion of the properties owned by the Parties may be erected provided the same do not unreasonably interfere with the use of an access of this Easement. The Parties employees, customers, and other invitees will be permitted to walk or drive across or otherwise traverse the Easement to obtain ingress and egress to or from the properties.
5. **Maintenance of Easement Property.** All access ways and driveways located on the Properties must be maintained at a level of appearance and utility consistent with the highest

industry standards then prevailing for similarly used Properties in the area. Each Party will be solely responsible for the cost of maintaining the access ways and driveways on said Party's Property. If one party does not perform the required maintenance than any other Party may after giving the nonperforming Party written notice thereof have the right to perform the maintenance and receive reimbursements for the nonperforming Party. Reimbursement will be payable on demand and include the cost of maintenance, plus interest at the rate of 8% per annum.

6. **Rights Reserved.** Each Party reserves for that Party and that Party's heirs, successors, and assigns the right to continue to use and enjoy the surface of the Properties for all purposes that do not unreasonably interfere with or interrupt the use or enjoyment of the Easements.

7. **Equitable Rights of Enforcement.** These Easements may be enforced by restraining orders and injunctions prohibiting interference and commanding compliance. The exercise of restraining orders and/or injunction shall not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.

8. **Attorney's Fees.** The Prevailing Party in any enforcement action is entitled to recover reasonable attorney's fees and court costs.

9. **Binding Effect.** This agreement binds and inures to the benefit of the Parties and their respective heirs, successors and assigns.

10. **Choice of Law.** This agreement will be construed under the laws of the State of Texas and any action thereon shall be brought in Taylor County, Texas.

11. **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 in the same instrument.

12. **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 on 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.

13. **Further Assurances.** Each signatory Party agrees to execute any additional documents or instruments and to perform any additional acts necessary or appropriate to perform the terms, provisions, and conditions of this agreement.

14. **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.


15. **Entire Agreement.** This agreement and any exhibits are the entire agreement of the Parties concerning the Properties and the reciprocal Easements granted by the Parties.

16. **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 Parties by reason of authorship or origin of language.

17. **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. Any address for notice may be changed by written notice delivered as provided herein.

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

19. **Time.** Time is of the essence. Unless otherwise specified, all references to "days" mean calendar days. If the date for performance on a Saturday, Sunday, or legal public holiday, the date for performance will be the next following day.


John Shirley, First Party


Jeffery Archer, Second Party

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© SET REBAR W/ CAP
"ESTES 5003"

(N74°10'15"E 5311.47")
N76°05'05"E

785.25'

COWBOY HOMES
67.415 ACRES
6-20-2008
3245/875

24.069 ACRES

N13°05'33"W 798.29'

N76°05'05"E

400'

400'

N13°05'33"W 1095'

S13°05'33"E 1893.25'

245'

20' INGRESS &
EGRESS EASE.

10' UTIL. &
WATER LINE EASE.

N76°05'05"E
385'

HIDDEN LAKES ESTATES
C-2, S-352-A

I HEREBY CERTIFY TO
FIRST TEXAS TITLE COMPANY AND
LYNN GREGORY
THAT THIS PLAT REPRESENTS A SURVEY OF
24.069 ACRES OUT OF A
67.415 ACRE TRACT OUT OF
SECTION 13, BLOCK 18, T. & P. R.R. CO.
TAYLOR COUNTY, TEXAS.

---OE 515/627---



4/23/15
SURVEYED ON THE GROUND JANUARY 2014.
© ALL RIGHTS RESERVED

(S74°10'16"W 5310.31')

SPINKS ROAD (AKA CR 497)
EXHIBIT "A"

2.5

DOC 00006739

ACKNOWLEDGMENT

STATE OF TEXAS

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COUNTY OF TAYLOR

BEFORE ME Teresa Picot, Notary Public, State of Texas, on this day personally appeared Jeffery Arther known to me (or proved to me on oath) to be the person whose name is subscribed on the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration and in the capacity therein expressed.

GIVEN UNDER MY HAND AND SEAL of office this the 24 day of April, 2015.

Teresa Picot
NOTARY PUBLIC, STATE OF TEXAS



Taylor County
Larry G Bevill
Taylor County Clerk
Abilene, Texas 79602 (325)674-1202



70 2015 00006740

Instrument Number: 2015-00006740

As

Recorded On: May 08, 2015

Recording Fee

Parties: SHIRLEY JOHN

Billable Pages: 6

To ARTHUR JEFFREY

Number of Pages: 7

Comment: EASEMENT AGREEMENT

(Parties listed above are for Clerks reference only)

**** Examined and Charged as Follows: ****

Recording Fee	46.00
Total Recording:	46.00

***** DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2015-00006740

Receipt Number: 364614

Recorded Date/Time: May 08, 2015 12:15:11P

User / Station: I Vela - CCLERK12

Record and Return To:

SECURITY TITLE CO
4400 BUFFALO GAP RD
SUITE 1100
ABILENE TX 79606



State of Texas
County of Taylor

THIS IS NOT A BILL

I hereby certify that this instrument was FILED on the date and in the place stamped herein by record and duly
RECORDED in the OFFICIAL RECORDS of Taylor County, Texas as charged herein.

County Clerk
Taylor County, Texas

DOC 00006740

ACKNOWLEDGMENT

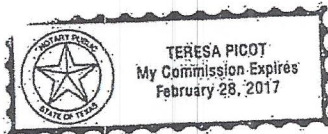
STATE OF TEXAS

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COUNTY OF TAYLOR

BEFORE ME Teresa Picot, Notary Public, State of Texas, on this day personally appeared John Shirley, known to me (or proved to me on oath) to be the person whose name is subscribed on the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration and in the capacity therein expressed.

GIVEN UNDER MY HAND AND SEAL of office this the 24 day of April, 2015.



Teresa Picot
NOTARY PUBLIC, STATE OF TEXAS

ACKNOWLEDGMENT

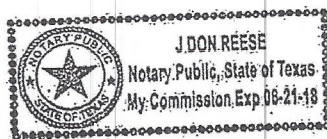
STATE OF TEXAS

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COUNTY OF TAYLOR

BEFORE ME J. Don Reese, Notary Public, State of Texas, on this day personally appeared Jeffery Arther known to me (or proved to me on oath) to be the person whose name is subscribed on the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration and in the capacity therein expressed.

GIVEN UNDER MY HAND AND SEAL of office this the 5 day of May, 2015.



J. Don Reese
NOTARY PUBLIC, STATE OF TEXAS