

ACCESS EASEMENT

THE STATE OF TEXAS §
COUNTY OF BELL §

KNOW ALL MEN BY THESE PRESENTS:

That RAMONA L. LEE, a single woman ("Grantor"), sole and only owner of that tract of and containing 10.19 acres out of the H. B. Balch Survey, Abstract No. 976, Bell County, Texas, said tract ("Grantor's Property") being described by metes and bounds on attached Exhibit "A," does hereby give to WILLIAM H. HARPER and wife, VERA HARPER, and LINDA KUNKEL, hereinafter collectively called "Grantees," a non-exclusive right of access and passage for pedestrian and vehicular traffic along, over and across the following described property (the "Easement Area"), to-wit:

Being the West fifty feet (W. 50') of Grantor's Property, beginning at the southernmost boundary of Grantor's Property on East Young Avenue, and extending in a northerly direction along and contiguous with the West boundary of Grantor's Property to a point ten feet (10') north of the westmost bridge existing on the road or drive in the Easement Area;

This non-exclusive right of passage and access (the "Access") is given on the following conditions:

1. The Access is personal to Grantees, and shall remain in effect only for so long as Grantees or any one of them owns and occupies as their residence the tract of land ("Grantee's Property") lying adjacent to and west of Grantor's Property. Grantee's Property is shown on the plat attached hereto as Exhibit "B."
2. This Access is terminable at the will of Grantor. In the event Grantor elects to terminate the Access, she shall notify Grantees in writing six months prior to the termination of the Access. In this event, Grantees shall construct whatever alternative access they may need to provide access to Grantee's Property on property other than Grantor's Property.

3. Grantees agree at all times to maintain a right of access to their property over and across lands not owned by Grantor so that no portion of Grantee's Property will ever be in a land-locked position, even if Grantor terminates the Access.
4. Grantor and Grantees agree to share the cost of maintaining the road or drive located in the Easement Area, with Grantor paying one-third, and with Grantees paying two-thirds; however, no cost shall be incurred for which Grantor will be liable without Grantor's express prior written consent.
5. Other than as expressly stated herein, Grantees have no right, title or interest in and to Grantor's Property.
6. Grantee's prior use of the Easement Area has been with the permission of Grantor, and Grantees will never make any claim to Grantor's Property which is adverse to Grantor.
7. Grantor's and Grantees' use of the Easement Area shall not be exclusive, but shall be in common with each other and with Grantor's heirs, executors, administrators and assigns to use the same for such purposes, and further provided that Grantor shall not be required, obligated or liable to construct or install a roadway or drive on the Easement Area, or to improve, maintain or repair such Easement Area, and Grantor shall not be liable for any improper or insufficient maintenance thereof nor for any defect therein either open or hidden, or for any accident occurring thereon, or injury occasioned thereby under any condition, or to any person, firm or corporation, and these provisions are expressly made a condition of the Access, and the use of the Access by any such person, firm or corporation, shall be deemed to be an acceptance by said person, firm or corporation so using the same, of such conditions and of these provisions.

8. The Easement Area shall only be used by Grantees for the purpose of providing pedestrian and vehicular access to Grantees' Property and for no other purpose.
9. Grantor retains the right to install a locked gate along East Young Drive, provided that she furnish to Grantees a key or a combination to the lock.
10. Grantees have signed below to evidence their consent and agreement to the terms and conditions of this agreement.

WITNESS MY HAND this 28th day of September, 2000.

Ramona L. Lee
Ramona L. Lee

William H. Harper
William H. Harper

Vera Harper
Vera Harper

Linda Kunkel
Linda Kunkel

THE STATE OF TEXAS §
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COUNTY OF BELL §

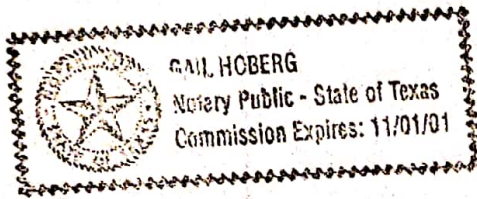
This instrument was acknowledged before me on the 28th day of September, 2000, by RAMONA L. LEE.



Gail Hoberg
Notary Public in and for the State of Texas

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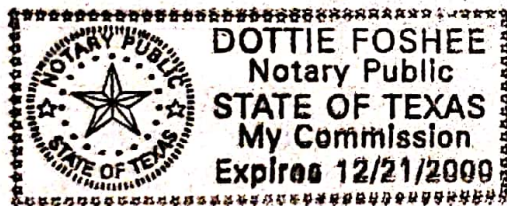
This instrument was acknowledged before me on the 28th day of September, 2000, by
WILLIAM H. HARPER and wife, VERA HARPER.



Gail Hoberg
Notary Public in and for the State of Texas

THE STATE OF TEXAS §
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This instrument was acknowledged before me on the 28th day of September, 2000, by
LINDA KUNKEL.



Dottie Foshee
Notary Public in and for the State of Texas

NOV 10 '98 02:16PM CENTRALAND

P.3/3

R. E. OWINGS SURVEYING COMPANY

P. O. BOX 2172 - BELTON, TEXAS 76513

Ph. (254) 939-3700

Fax (254) 933-0603

DESCRIPTION FOR 10.19 ACRES OF LAND

Being all that certain tract of land containing 10.19 Acres of land, situated in the H. B. Balch Survey, Abstract 976, Bell County, Texas, and being the same tract of land described in a deed to Paul F. Butler, recorded in Volume 3149, Page 507, Deed Records of Bell County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2" iron rod found at the southeast corner of a tract of land described in a deed to William Harvey Harper, recorded in Volume 1982, page 832, Deed Records of Bell County, Texas, and being on the north right-of-way line of F. M. 438 (Young Avenue), for the southwest corner of the herein described tract;

THENCE N 18° 24' 30" E - 1567.99 feet (Record 1569.73 feet) (Bearing Base) along the boundary line of said Harper tract, to a nail in a fence corner post, for the northwest corner of the herein described tract;

THENCE S 71° 37' E along the boundary line of said Harper tract, at 433.44 feet pass a 1/2" iron rod set for a reference point, and continuing along said course, a total distance of 510.00 feet, to a point in the center of Little Elm Creek;

THENCE S 40° E - 322.87 feet (Record 322.00 feet) along the center of said creek, to a point at the northeast corner of a tract of land described in a deed to Bonnie and Wilburn Mitchell, recorded in Volume 1262, Page 422, Deed Records of Bell County, Texas, for the easternmost southeast corner of the herein described tract;

THENCE N 76° 30' 01" W (Record N 76° W) along the north line of said Mitchell tract, at 159.90 feet, pass a 1/2" iron rod set for a reference point, and continuing along said course, for a total distance of 544.48 feet (Record 542.6 feet), to a 1/2" iron rod set at the northwest corner of said Mitchell tract, for an ell corner of the herein described tract;

THENCE S 18° 49' 45" W - 1242.00 feet (Record S 19° W) along the west line of said Mitchell tract, to a fence corner post found at the northeast corner of a tract of land described in a deed to Owen W. Dosier, recorded in Volume 2686, Page 580, Deed Records of Bell County, Texas;

THENCE N 71° 27' 58" W - 100.20 feet (Record N 72° 40' W - 100.00 feet) along the north line of said Dosier tract, to a 1/2" iron rod found;

THENCE S 18° 58' 44" W - 112.92 feet (Record S 19° 08' W - 112.50 feet) along the west line of said Dosier tract, to a 1/2" iron rod found on the north right-of-way line of said F. M. 438;

THENCE N 70° 38' 48" W - 132.11 feet along the north line of said right-of-way, to the **POINT OF BEGINNING** and containing 10.19 Acres of Land.

