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Betty B. Fitzgerald et al to Thomas M. Barker et ux

RIGHT-OF-WAY EASEMENT

THE STATE OF TEXAS $

COUNTY OF GUADALUPE $

KNOW ALL MEN BY THESE PRESENTS:

That BETTY B. FITZGERALD and TOMMIE J. HUDSON, of the City of Seguin and State of Texas, hereinafter called grantor, for and in consideration of the sum of Ten and No/100 ($10.00) Dollars and other valuable consideration to the undersigned paid by THOMAS M. BARKER and wife, MELANIE K. BARKER, Rt. 4, Box 188A, Seguin, Guadalupe County, Texas 78155, hereinafter called grantees, their heirs and assigns, an easement and right-of-way upon and across the following described property of grantor:

> BEING a 4.475 acre tract of land out of the Wm. Bracken Survey, Guadalupe County, Texas, and a 0.700 of an acre road easement, out of that certain 13.424 acre tract of land conveyed by Velma Laverne West et al to Tommie J. Hudson et al, by deed dated January 12, 1978, and recorded in Volume 549 on pages 361-365 of the Deed Records of Guadalupe County, Texas, and described more particularly by metes and bounds as follows:
> BEGINNING at an iron pipe found, set for the South corner of the above described 13.424 acre tract, for the South corner of the herein described 4.475 acre tract;
> THENCE with the fence, the Southwest line of the said 13.424 acre tract, N 44° 38' W 305.61 feet to an iron pin set for the West corner of this tract;
> THENCE N 45° 34' E, at 114.8 feet the South corner of a 0.700 of an acre road easement, at 164.8 feet the East corner of the said 0.700 of an acre road easement, in all a total distance of 637.8 feet to an iron pin in the fence, the Northeast line of the said 13.424 acre tract, set for the North corner of this tract;
> THENCE with the fence, the Northeast line of the said 13.424 acre tract, S 44° 38' E 305.61 feet to an iron pin found, set for the East corner of the said 13.424 acre tract, for the East corner of this tract;
> THENCE with the fence, the Southeast line of the said 13.424 acre tract, S 45° 34' W 637.8 feet to the place of beginning, according to a survey made on the ground under the supervision of William J. Kolodzie, R.P.S. 1462, on August 25, 1978.

Said easement and right-of-way shall be 30 feet in width, lying next to, adjoining, following, and continuing parallel with the northeast property line of the herein described property for a distance of 305.61 feet.

The right-of-way, easement, rights, and privileges shall be used only for the purpose of providing pedestrian and vehicular ingress and egress across the herein described property to the real property consisting of 57.01 acres of land described in warranty deed of even date herewith from David T. Abraham et ux to Thomas M. Barker et ux, said deed filed for record in the office of the County Clerk of Guadalupe County, Texas, under Clerk's File No. 4835 (said 57.01 acre tract being that tract called 57.0 acres in conveyance from the Veterans Land Board of Texas to David T. Abraham by Contract of Sale and Purchase recorded in Volume 357 at page 594 of the Deed Records of said county).

The easement, rights, and privileges herein granted are subject to all easements, mineral leases, surface leases, rights-of-way, and all similar rights and privileges presently existing and grantor reserves and retains the right to convey similar or dissimilar rights and easements to such other persons as grantor may deem proper.

Grantees shall have the right to cut and trim trees and shrubbery which may encroach upon the easement area herein conveyed, and grantees shall dispose of all cuttings and trimmings either by piling and burning within the easement area or by loading and hauling away from the premises.

Grantor retains, reserves, and shall continue to enjoy the use of the surface of such property for any and all purposes which do not inferfere with and prevent the use by grantees of the within easement.

Grantees shall indemnify and hold harmless the grantor of and from all suits, claims, demands, and actions of any kind by reason of this easement or the use thereof resulting to any person, property, or domestic livestock, and grantor shall not be

liable for injury or damage to persons or property happening in or about said premises, and grantees agree to indemnify and save harmless grantor from any liability therefor; and the grantees shall indemnify and hold harmless the grantor of and from any and all damages or liability for anything arising from or out of the condition of the premises or the occupancy thereof by the grantees.

EXECUTED this 4th day of October, 1983.

Betty B. Fitzgerald
Betty B. Fitzgerald

Tommie J. Hudson
Tommie J. Hudson

THE STATE OF TEXAS §
COUNTY OF Comal §

This instrument was acknowledged before me on the 4th day of October, 1983, by BETTY B. FITZGERALD.

Selina Garcia
Notary Public in and for
the State of Texas

My Commission expires: 4-7-86

THE STATE OF TEXAS §
COUNTY OF Comal §

This instrument was acknowledged before me on the 4th day of October, 1983, by TOMMIE J. HUDSON.

Selina Garcia
Notary Public in and for
the State of Texas

My Commission expires: 4-7-86

RECORDED IN OFFICIAL RECORDS
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Cecil E. Schulze
COUNTY CLERK, GUADALUPE COUNTY