



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.

CAROLYN FAY WHITEHEAD AND
SPOUSE, EUGENE RAY WHITEHEAD TO LOGAN KETRON

EASEMENT AGREEMENT FOR ACCESS

Date: October 13, 2023

Grantor: CAROLYN FAY WHITEHEAD joined herein proforma by my spouse,
EUGENE RAY WHITEHEAD

Grantor's Mailing Address: 1890 Cherry Mountain Loop, Fredericksburg, Gillespie County,
Texas 78624

Grantee: LOGAN KETRON, as his sole and separate property and estate

Grantee's Mailing Address: 781 Northwest Drive, Fredericksburg, Gillespie County, Texas
78624

Dominant Estate Property: BEING 167.97 acres of land, more or less, situated in Gillespie County, Texas being the same property described in Document 20125612, Official Public Records, Gillespie County, Texas, which deed is referenced or incorporated herein for the legal description and all respects.

Easement Property: BEING a centerline description of a 30 feet wide road easement over and across the J.E. Hony Survey No. 330 (S. ½), Abstract No. 1348 and the Fritz Roos Survey No. 384, Abstract No. 1673 in Gillespie County, Texas; being over and across a 112.26 acre tract in the name of Carolyn Fay Whitehead as described in Document 20125613, Official Public Records, Gillespie County, Texas; said centerline being more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof.

Easement Purpose: For providing free and uninterrupted pedestrian and vehicular ingress to and egress from the Dominant Estate Property, to a point in the centerline of an existing 30 foot wide road easement described in Exhibit "D" of the Gift deed from Levy O. Ketron and

wife, Dorothy Ketron to Harold James Ketron dated December 31, 2012 recorded under Document No. 20125612 of the Official Public Records of Gillespie County, Texas.

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

Reservations from Conveyance: Those easements, reservations and restrictions valid and of record.

Exceptions to Warranty: None

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, 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 (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. 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.

3. *Improvement and Maintenance of Easement Property.* Holder must maintain the Easement Property in a neat and clean condition. Holder has the right 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). All matters concerning the configuration, construction, installation, maintenance, replacement, and removal of the Road Improvements (after the initial construction by Grantors), are at Holder's sole discretion, subject to performance of Holder's obligations under this agreement. Holder has the right to remove or relocate any fences within the Easement Property or along or near its boundary lines if reasonably necessary to construct, install, maintain, replace, or remove the Road Improvements or for the road to continue onto other lands or easements owned by Holder and adjacent to the Easement Property, subject to replacement of the fences to their original condition on the completion of the work. On written request by Holder, the owners of the Easement Property will execute or join in the execution of easements for sewer, drainage, or utility facilities under or across the Easement Property.

4. *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.

5. *Attorney's Fees.* If any 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.

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

7. *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.

8. *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.

9. *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 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.

10. *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.

11. *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.

12. *Entire Agreement.* This agreement and any exhibits constitute the entire agreement of the parties concerning the grant of the Easement by Grantor to Grantee. There are no representations, agreements, warranties, or promises 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.

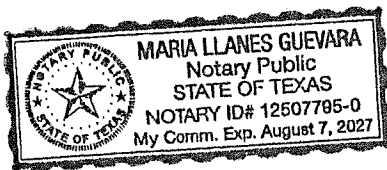

CAROLYN FAY WHITEHEAD


EUGENE RAY WHITEHEAD, pro forma

THE STATE OF TEXAS., }

COUNTY OF GILLESPIE. }

The above instrument was acknowledged before me on the 13th day of October, 2023, by CAROLYN FAY WHITEHEAD and spouse, EUGENE RAY WHITEHEAD.




Notary Public, State of Texas

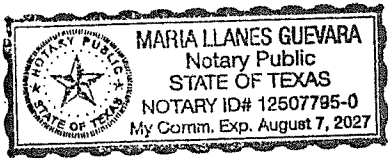
ACCEPTED AND AGREED TO BY:

Logan Ketron
LOGAN KETRON

THE STATE OF TEXAS., }

COUNTY OF GILLESPIE. }

The above instrument was acknowledged before me on the 11th day of October, 2023, by LOGAN KETRON.



Maria Llanes Guevara
Notary Public, State of Texas

PREPARED BY:

Patrick M. Dooley
Attorney-at-Law

PREPARED IN THE LAW OFFICE OF:

THE DOOLEY FIRM
414 W. Main St.
Fredericksburg, TX 78624

AFTER RECORDING RETURN TO:

THE DOOLEY FIRM
414 W. Main St.
Fredericksburg, TX 78624

PROPOSED 30 FEET WIDE RAOD EASEMENT

JUNE 1, 2023

JOB NAME: 23-9A

A CENTERLINE DESCRIPTION OF A 30 FEET WIDE ROAD EASEMENT OVER AND ACROSS THE J. E. HONY SURVEY NO. 330 (S. ½), ABSTRACT NO. 1348 AND THE FRITZ ROOS SURVEY NO. 384, ABSTRACT NO. 1673 IN GILLESPIE COUNTY, TEXAS; BEING OVER AND ACROSS A 111.26 ACRE TRACT IN THE NAME OF CAROLYN FAY WHITEHEAD AS DESCRIBED IN DOCUMENT 20125613, OFFICIAL PUBLIC RECORDS, GILLESPIE COUNTY, TEXAS; SAID CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

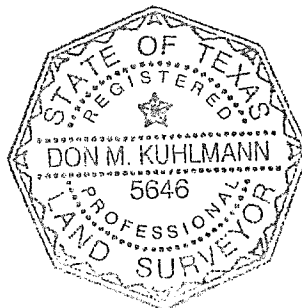
BEGINNING in the centerline of an existing 30 feet wide road easement described in exhibit "D" of Document 20125612, Official Public Records, Gillespie County, Texas, from which a 3" pipe fence corner post found bears N 88°48' E, a distance of 2138.5 feet, being the northeast corner of a 167.97 acre tract described in the said Document 20125612, being the most easterly southeast corner of the said 111.26 acre tract;

THENCE over and across the said 111.26 acre tract S 80°08'27" E, a distance of 51.03 feet, N 81°37'49" E, a distance of 146.59 feet, S 79°39'32" E, a distance of 95.85 feet, S 66°37'11" E, a distance of 170.40 feet, S 54°20'45" E, a distance of 108.94 feet, S 48°33'07" E, a distance of 173.60 feet, S 20°26'12" E, a distance of 46.89 feet and S 02°47'45" W, a distance of 41.31 feet to the POINT OF TERMINATION of this centerline description in a south line of the said 111.26 acre tract and the north line of the said 167.97 acre tract, from which the same 3" pipe fence corner post found bears N 75°23'12" E (BASE BEARING), a distance of 1507.87 feet and a ½" iron rod set at the southeast corner of this easement bears N 75°23'12" E, a distance of 15.72 feet;

The bearings shown hereon are based on local GPS observations for directional control.

Don M. Kuhlmann

Don M. Kuhlmann
Registered Professional Land Surveyor
No. 5646 – State of Texas



Kuhlmann Surveying
Fredericksburg, Texas 78624
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