

EASEMENT AGREEMENT FOR ACCESS

Notice of confidentiality rights: If you are a natural person, you may remove or strike any or all of the following information from this instrument before it is filed for record in the public records: your Social Security number or your driver's license number.

Date: January 31, 2007

Grantor: **RICHARD FOWLER and wife, JERILYN FOWLER**

Grantor's Mailing Address: 1475 E. Sunset Boulevard
Celina, Texas 75009
Collin County

Grantee No. 1: **KENNETH BRUGGERS and wife, FRANCINE BRUGGERS**

Grantee No. 1's Mailing Address: 388 Weller Run Court
Addison, Texas 75001
Dallas County

Grantee No. 1's Dominant Estate Property:

ALL that certain 10.37 acre lot, tract or parcel of land situated in the George C. Wetmore Survey, Abstract No. 1020, Hopkins County, Texas, said 10.37 acre tract being described by metes and bounds as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN.

Grantee No. 2: **CHARLES PHILLIP ATKINSON and wife,
JANET L. ATKINSON**

Grantee No. 2's Mailing Address: P.O. Box 1906
Frisco, Texas 75034
Denton County

Grantee No. 2's Dominant Estate Property:

ALL those certain THREE (3) lots, tracts or parcels of land situated in the George C. Wetmore Survey, Abstract No. 1020, Hopkins County, Texas, as follows:

TRACT 1: ALL that certain 10.01 acre lot, tract or parcel of land;

TRACT 2: ALL that certain 12.94 acre lot, tract or parcel of land; and

TRACT 3: ALL that certain 11.15 acre lot, tract or parcel of land:

said 10.01 acre tract, 12.94 acre tract and 11.15 acre tract being described by metes and bounds as follows:

SEE EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN.

Easement Property:

ALL that certain 2.83 acre lot, tract or parcel of land situated in the George C. Wetmore Survey, Abstract No. 1020, Hopkins County, Texas, said 2.83 acres described as follows:

SEE EXHIBIT "C" ATTACHED HERETO AND INCORPORATED HEREIN.

Easement Purpose: For providing free and uninterrupted pedestrian and vehicular ingress and egress to the Dominant Estate Property, to and from **COUNTY ROAD 4759**.

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

Reservations from and Exceptions to Conveyance and Warranty: Subject to all outstanding reservations, restrictions and rights of way of record and to all visible and apparent easements.

Grant of Easement: Grantor, for the Consideration and subject to the Reservations from Conveyance and Exceptions to Warranty, grants, sells, and conveys to the Grantees, their 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 Grantees and Grantees' 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 Grantees and Grantees' 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.

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 Grantees and Grantees' heirs, successors, and assigns who at any time own the Dominant Estate Property or any interest in the Dominant Estate Property, or portions thereof (as applicable, the "Holders").
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 Holders and the right to convey to others the right to use all or part of the Easement in conjunction with Holders, as long as any such future conveyance is subject to the terms of this Agreement and the other users agree to be bound by the terms of this Agreement.
4. *Construction and Installation of Road.* Grantor will construct and install a road, with all culverts, bridges, drainage ditches and similar or related facilities, across the Easement Property suitable for the Easement Purpose (collectively, the "Road Improvements"). Grantor has the right to remove or relocate any fences along or near the Easement Property's boundary lines if reasonably necessary to construct, install, maintain, replace, or remove the Road Improvements, subject to replacement of the fences to their original condition on the completion of the work. All matters concerning the configuration, construction and installation of the initial Road Improvements will be agreed upon in advance by Grantor and Grantees.
5. *Cost of Construction and Installation of Road.* The cost of constructing and installing the initial Road Improvements will be shared equally between Grantor and Grantees

6. *Improvement and Maintenance of Easement Property.* Grantor and all Holders agree to maintain the Easement Property in a neat and clean condition. All matters concerning the maintenance, upgrade, replacement, or removal of the Road Improvements will be decided upon by a majority vote of Grantor and all Holders of the Easement, subject to performance of Holders' obligations under this agreement. Grantor and all Holders will each have only one (1) vote, regardless of the number of acres or tracts owned by any party. Grantor or any subsequent fee simple owner of the 2.83 acre Easement Property will be responsible for breaking any tie vote. Once the majority has decided, all expenses for improvement, upgrade or maintenance of the Easement Property will be shared equally by Grantor and all Holders of the Easement.

7. *No Permissive Use Allowed.* No Holder of this Easement shall at any time allow permissive use of the Easement Property by any party who is not a Holder of this Easement and not bound by the terms of this Agreement.

8. *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.

9. *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.

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

11. *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.

12. *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.

13. *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.

14. *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.

15. *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.

16. *Integration.* This agreement contains the complete agreement of the parties and cannot be varied except by written agreement of the parties. The parties agree that there are no oral agreements, representations, or warranties that are not expressly set forth in this agreement.

17. *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

18. *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.

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

20. *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.

GRANTOR:

Richard Fowler
RICHARD FOWLER

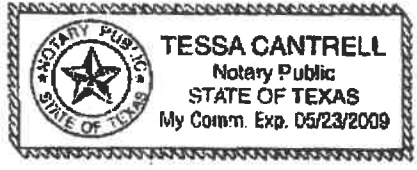
Jerilyn Fowler
JERILYN FOWLER

(Acknowledgment)

THE STATE OF TEXAS,
COUNTY OF Collin

This instrument was acknowledged before me on the 31st day of January, 2007, by RICHARD FOWLER and *Jerilyn Fowler*.

Tessa Cantrell
Notary Public, State of Texas



(Acknowledgment)

THE STATE OF TEXAS,
COUNTY OF _____

This instrument was acknowledged before me on the _____ day of January, 2007, by JERILYN FOWLER.

Notary Public, State of Texas

(SIGNATURE PAGE AND ACKNOWLEDGMENTS OF GRANTEE NO. 1, ²⁰⁰⁷ ~~KENNETH~~ ^{PK} ~~BRUGGERS~~ ^{NOL} ~~AND WIFE, FRANCINE BRUGGERS, TO BASEMENT AGREEMENT FOR~~ ²⁰⁹ ~~ACCESS BETWEEN RICHARD FOWLER AND WIFE, JERILYN FOWLER, AS GRANTOR,~~ ^{PG} ~~AND KENNETH BRUGGERS AND WIFE, FRANCINE BRUGGERS, AND CHARLES~~ ⁷⁰⁰ ~~PHILLIP ATKINSON AND WIFE, JANET L. ATKINSON, AS GRANTEES)~~

GRANTEE NO. 1:

Kenneth Bruggers
KENNETH BRUGGERS

Francine Bruggers
FRANCINE BRUGGERS

(Acknowledgment)

THE STATE OF TEXAS, *am*
COUNTY OF ~~Tarrant~~ Dallas

This instrument was acknowledged before me on the 06 day of ^{FEB} ~~January~~, 2007, by
KENNETH BRUGGERS.

Carmen Mendley
Notary Public, State of Texas



(Acknowledgment)

THE STATE OF TEXAS, *am*
COUNTY OF ~~Tarrant~~ Dallas

This instrument was acknowledged before me on the 06 day of ^{FEB} ~~January~~, 2007, by
FRANCINE BRUGGERS.

Carmen Mendley
Notary Public, State of Texas



(SIGNATURE PAGE AND ACKNOWLEDGMENTS OF GRANTEE NO. 2, CHARLES PHILLIP ATKINSON AND WIFE, JANET L. ATKINSON, TO EASEMENT AGREEMENT FOR ACCESS BETWEEN RICHARD FOWLER AND WIFE, JERILYN FOWLER, AS GRANTOR, AND KENNETH BRUGGERS AND WIFE, FRANCINE BRUGGERS, AND CHARLES PHILLIP ATKINSON AND WIFE, JANET L. ATKINSON, AS GRANTEEES)

GRANTEE NO. 2:

Charles Phillip Atkinson
CHARLES PHILLIP ATKINSON

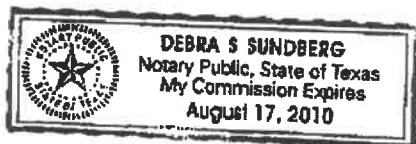
Janet L. Atkinson
JANET L. ATKINSON

(Acknowledgment)

THE STATE OF TEXAS,
COUNTY OF Collin.

This instrument was acknowledged before me on the 31 day of January, 2007, by CHARLES PHILLIP ATKINSON.

Debra S. Sundberg
Notary Public, State of Texas

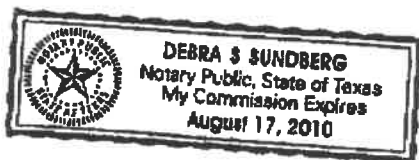


(Acknowledgment)

THE STATE OF TEXAS,
COUNTY OF Collin.

This instrument was acknowledged before me on the 31 day of January, 2007, by JANET L. ATKINSON.

Debra S. Sundberg
Notary Public, State of Texas



PLT0612393

BOUNDARY DESCRIPTION

ALL that certain 10.37 acre lot, tract or parcel of land situated in the George C. Wetmore Survey, Abstract No. 1020, Hopkins County, Texas, and being part of the same land as a called 274.9 acre tract described in a deed from Anthony Champagne et ux, Kathleen Champagne, to Tony Martin Champagne and John Bailey Champagne as recorded in Volume 353, Page 17, Deed Records, Hopkins County, Texas, (D.R.H.C.T.), said 10.37 acre tract being described by metes and bounds as follows:

COMMENCING at a 1/2" iron rod found on the west line of said 274.9 acre tract at the southwest corner of a called 56.720 acre tract described in a deed to Harlin as recorded in Volume 543, Page 632, Official Public Records, Hopkins County, Texas, (O.P.R.H.C.T.), and on the east line of a called 86 acre tract described as First Tract in a deed to Beck as recorded in Volume 406, Page 397, D.R.H.C.T.;

THENCE N 89°28'54" E along the south line of said 56.720 acre tract a distance of 540.00 feet to a 1/2" iron rod set for the POINT OF BEGINNING;

THENCE N 89°28'54" E continuing along the south line of said 56.720 acre tract a distance of 358.58 feet to a 1/2" iron rod set for a corner;

THENCE S 00°21'02" W a distance of 1153.66 feet to a 1/2" iron rod set for a corner;

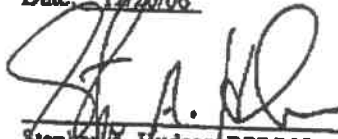
THENCE S 89°41'43" W a distance of 425.50 feet to a 1/2" iron rod set for a corner;

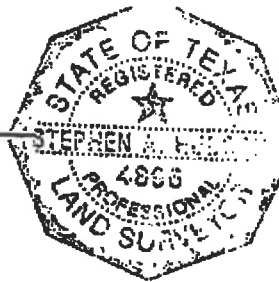
THENCE N 03°40'21" E a distance of 1155.03 feet to the POINT OF BEGINNING and containing 10.37 acres of land, more or less.

Basis of Bearings is between a 1/2" iron rod found at the southwest corner of said 56.720 acre tract and a 1/2" iron rod found at the northwest corner of a called 18.414 acre tract described as Tract Two in a deed to Norris as recorded in Volume 453, Page 875, O.P.R.H.C.T., on the west line of said Champagne 274.9 acre tract.

The undersigned does hereby certify that the attached plat represents an accurate survey made on the ground on November 27, 2006, and the boundaries as located are according to the recorded references shown. Except as shown, this property abuts a public roadway, and there are no visible conflicts, encroachments, or overlapping of improvements. This survey is for the purpose and parties shown, unauthorized uses by others will be at their own risk.

Date: 12/20/06


Stephen A. Hudson, RPLS No. 4896
Sheet 2 of 3 Job No. 06-0127B



**LANDMARK
LAND
SURVEYING, INC.**
101 Bill Bradford Road, Suite 13
Sulphur Springs, Texas, 75482
(903)438-2408 Phone (903)438-2132 Fax

DOMINANT ESTATE PROPERTY

TO EASEMENT AGREEMENT - FOWLER TO BRUGGERS AND ATKINSON

NOTE: All record calls are denoted in [] per 353/17 D.R.H.C.T. unless otherwise noted.

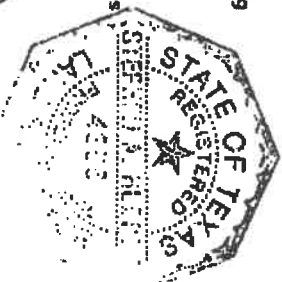
NOTE: This survey was prepared without the benefit of a title report or title commitment. There may be additional easements or encumbrances affecting this tract that are not shown hereon.

FLOOD NOTE: By graphic plotting only, this property DOES NOT appear to be within a 100 year flood zone area, according to flood panel map no. 480869 0004 A, dated December 27, 1977, published by the Federal Emergency Management Agency.

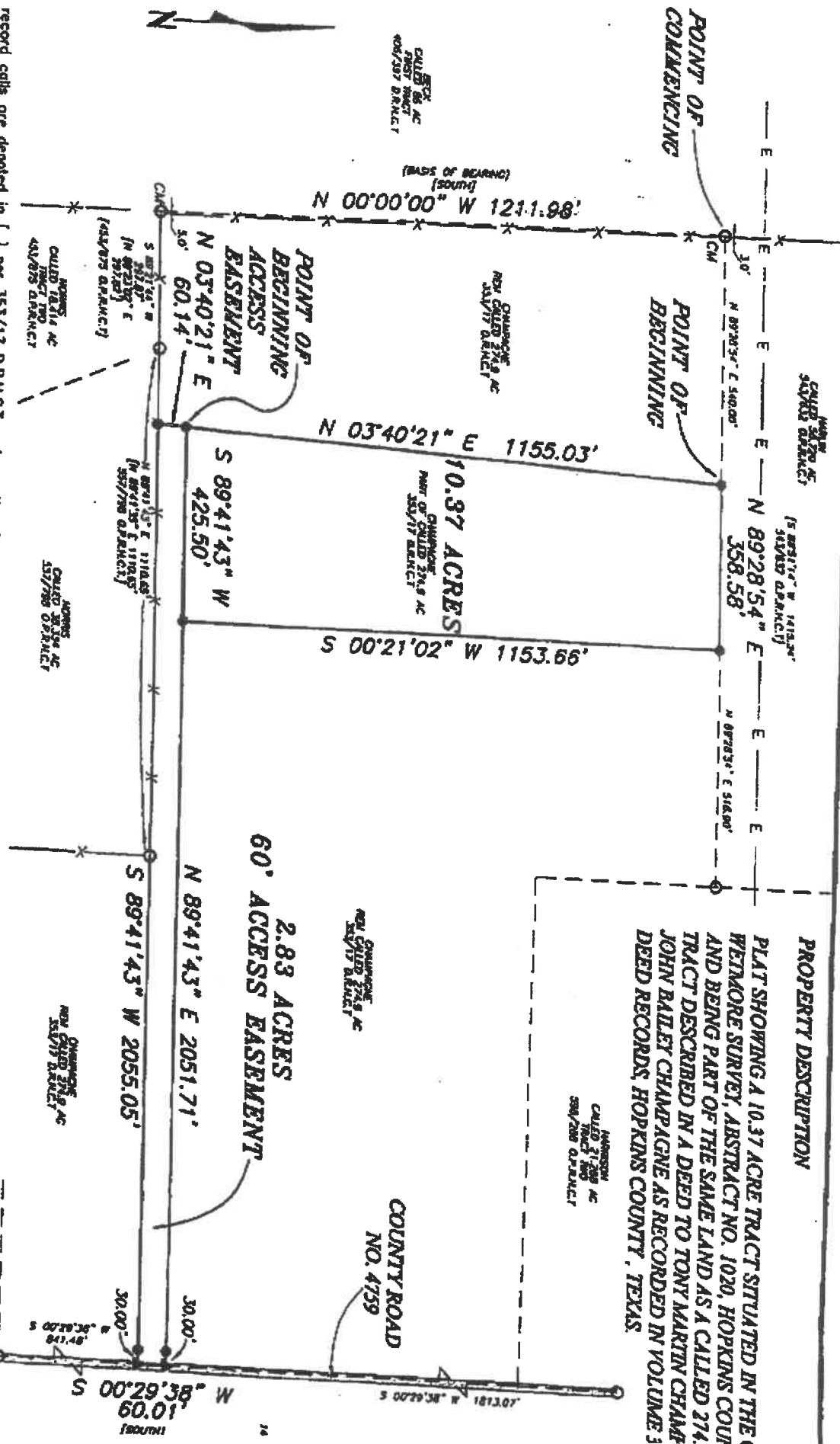
The undersigned does hereby certify that this plot represents an accurate survey made on the ground on November 27, 2006, and the boundaries as located are according to the recorded references shown. Except as shown, this property about a public roadway, and there are no visible conflicts, encroachments, or overlapping of improvements, this survey is for the purpose and parties shown, and unauthorized uses by others will be at their own risk.

Client: Rick Fowler

STEPHEN A. HUDSON R.P.L.S. NO. 4895



GRANTEE
CALLED 3000 AC
537/78 O.D.M.C.T.



PROPERTY DESCRIPTION

PLAT SHOWING A 10.37 ACRE TRACT SITUATED IN THE WEINMORE SURVEY, ABSTRACT NO. 1020, HOPKINS COUNTY AND BEING PART OF THE SAME LAND AS A CALLED 214, JOHN BAILEY CHAMPAGNE AS RECORDED IN VOLUME 3 DEED RECORDS, HOPKINS COUNTY, TEXAS.

HOPKINS COUNTY
CALLED 31,200 AC
TRACT 1,000
537/78 O.D.M.C.T.

COUNTY ROAD
NO. 4739

2.83 ACRES
60' ACCESS EASEMENT

10.37 ACRES

POINT OF COMMENCING
POINT OF BEGINNING

107°18'18\"/>

TRACT 1:

BOUNDARY DESCRIPTION

ALL that certain 10.01 acre lot, tract or parcel of land situated in the George C. Wetmore Survey, Abstract No. 1020, Hopkins County, Texas, and being part of the same land as a called 274.9 acre tract described in a deed from Anthony Champagne et ux, Kathleen Champagne, to Tony Martin Champagne and John Bailey Champagne as recorded in Volume 353, Page 17, Deed Records, Hopkins County, Texas, (D.R.H.C.T.), said 10.01 acre tract being described by metes and bounds as follows:

COMMENCING at a 1/2" iron rod found on the west line of said 274.9 acre tract at the southwest corner of a called 56.720 acre tract described in a deed to Harlin as recorded in Volume 543, Page 632, Official Public Records, Hopkins County, Texas, (O.P.R.H.C.T.), and on the east line of a called 86 acre tract described as First Tract in a deed to Beck as recorded in Volume 406, Page 397, D.R.H.C.T.;

THENCE N 89°28'54" E along the south line of said 56.720 acre tract a distance of 1415.48 feet to a 1/2" iron rod found at the southeast corner of said 56.720 acre tract and on the west line of a called 21.288 acre tract described as Tract Two in a deed to Harrison as recorded in Volume 598, Page 288, O.P.R.H.C.T.;

THENCE S 00°21'02" W along the west line of said 21.288 acre tract a distance of 385.91 feet to a 1/2" iron rod found at the southwest corner of said 21.288 acre tract;

THENCE S 89°37'50" E along the south line of said 21.288 acre tract a distance of 525.62 feet to a 1/2" iron rod set for the POINT OF BEGINNING;

THENCE S 00°21'02" W a distance of 763.48 feet to a 1/2" iron rod set for a corner;

THENCE S 89°41'43" W a distance of 568.66 feet to a 1/2" iron rod set for a corner;

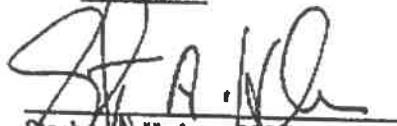
THENCE N 00°21'02" E a distance of 770.17 feet to a 1/2" iron rod set for a corner;

THENCE S 89°37'50" E passing a 1/2" iron rod found at the southwest corner of said 21.288 acre tract at a distance of 43.00 feet for a reference and continuing along the south line of said 21.288 acre tract a total distance of 568.62 feet to the POINT OF BEGINNING and containing 10.01 acres of land, more or less.

Basis of Bearings is between a 1/2" iron rod found at the southwest corner of said 56.720 acre tract and a 1/2" iron rod found at the northwest corner of a called 18.414 acre tract described as Tract Two in a deed to Norris as recorded in Volume 453, Page 875, O.P.R.H.C.T., on the west line of said Champagne 274.9 acre tract.

The undersigned does hereby certify that the attached plat represents an accurate survey made on the ground on November 27, 2006, and the boundaries as located are according to the recorded references shown. Except as shown, this property abuts a public roadway, and there are no visible conflicts, encroachments, or overlapping of improvements. This survey is for the purpose and parties shown, unauthorized uses by others will be at their own risk.

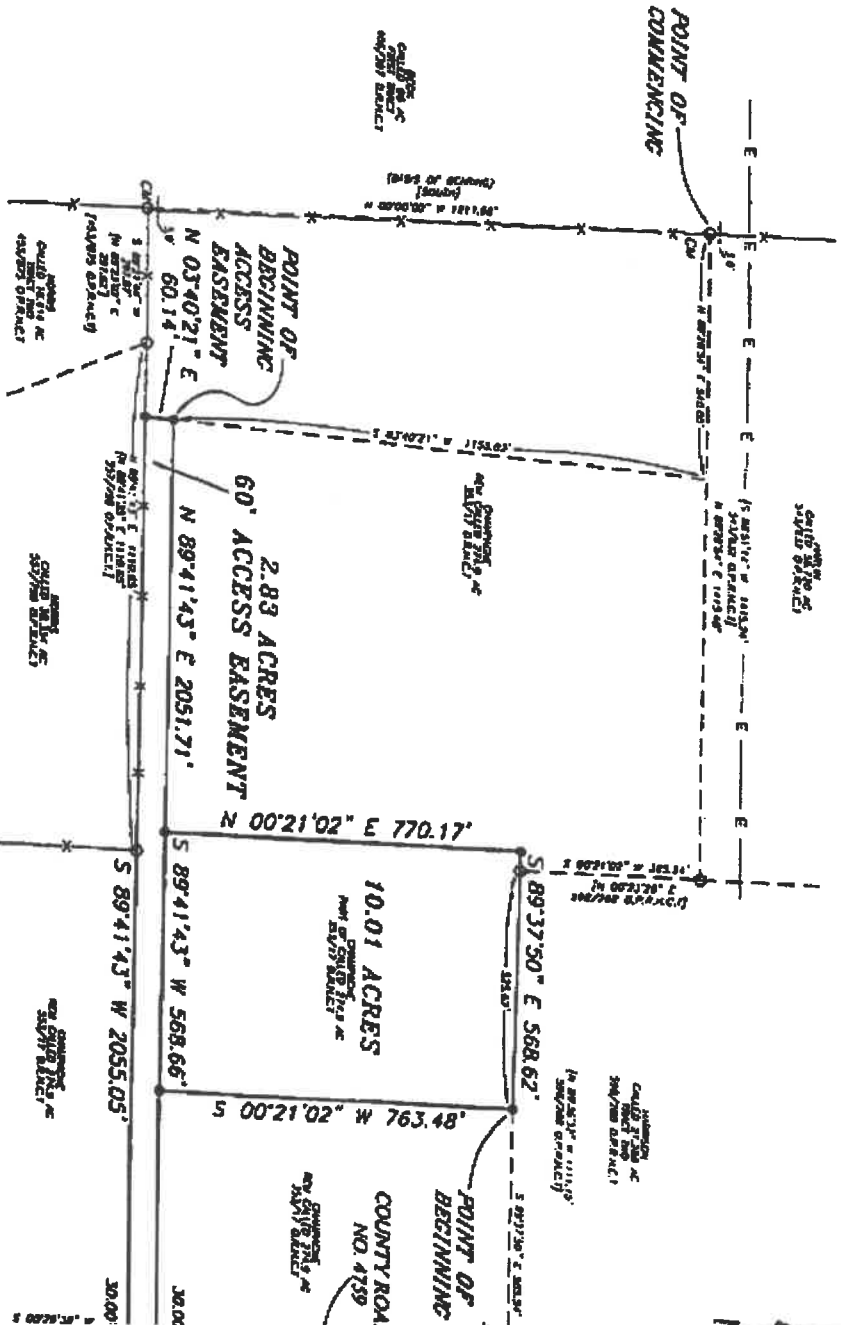
Date: 1/15/07


Stephen E. Hudson, RLS No. 4896
Sheet 2 of 3 Job No. 06-0129B

**LANDMARK
LAND
SURVEYING, INC.**
101 Bill Bradford Road, Suite 13
Sulphur Springs, Texas, 75482
(903)438-2400 Phone (903)438-2152 Fax

PLAT SHOWING A 10.01 ACRE TRACT SITUATED IN THE GEORGE C. WETHORE SURVEY ABSTRACT NO. 1098, HOPKINS COUNTY, TEXAS, AND BEING PART OF THE SAME LAND AS A CALLED 274.9 ACRE TRACT DESCRIBED IN A DEED TO TONY MARTIN CHAMPAONE AND JOHN BAILEY CHAMPAONE AS RECORDED IN VOLUME 353, PAGE 17, DEED RECORDS, HOPKINS COUNTY, TEXAS.

(TRACT 1 CONTINUED)



Beats of Bearings is between a 1/2" iron rod found at the southeast corner of a called 56.720 acre tract described in a deed to Horns as recorded in Volume 543, Page 632, O.P.B.M.C., and a 1/2" iron rod found at the northwest corner of a called 18.414 acre tract, described as front two in a deed to Horns as recorded in Volume 433, Page 875, O.P.B.M.C., on the west line of Champaign 274.9 acre tract.

NOTE: All record costs are included in [] per 353/17 B.M.C.T. unless otherwise noted.

NOTE: This survey was prepared without the benefit of a title report or title commitment. There may be undetected encumbrances or encumbrances affecting this land that are not shown hereon.

FLOOD NOTE: By graphic plotting only, this property DOES NOT appear to be within a 100 year flood zone area, according to flood plain map no. 498869 0001 A dated December 27, 1977, published by the Federal Emergency Management Agency.

The undersigned does hereby certify that this plat represents an accurate survey made on the ground on November 27, 2006, and the boundaries as shown are according to the recorded references shown. Except as shown, this property has a public roadway, and there are no visible conflicts, encroachments, or overlapping of improvements. This survey is for the purpose only part shown, and unauthorized uses by others will be at their own risk.

Sher: Tony Martin Champaone & John Bailey Champaone
Buyer: Paul Atkinson

[Signature]
STEPHEN A. HUDSON, P.L.S. NO. 499

LEGEND

●	Control Monument	Barbed Wire Fence
○	1/2" Iron Rod Set	Transmission Line
▲	600' Iron Set	

LANDMARK SURVEYING, INC.
101 BILL BRADFORD ROAD
SUITE 13
SOUTHBRIDGE, TEXAS 77862
(936) 338-7000 (936) 338-1152 FAX

502 609 JD 782
711A X8 2002

SHEET 1 OF 2

TRACT 2:

BOUNDARY DESCRIPTION

ALL that certain 12.94 acre lot, tract or parcel of land situated in the George C. Wetmore Survey, Abstract No. 1020, Hopkins County, Texas, and being part of the same land as a called 274.9 acre tract described in a deed from Anthony Champagne et ux, Kathleen Champagns, to Tony Martin Champagne and John Bailey Champagne as recorded in Volume 353, Page 17, Deed Records, Hopkins County, Texas, (D.R.H.C.T.), said 12.94 acre tract being described by metes and bounds as follows:

COMMENCING at a 1/2" iron rod found on the west line of said 274.9 acre tract at the southwest corner of a called 56.720 acre tract described in a deed to Harlin as recorded in Volume 543, Page 632, Official Public Records, Hopkins County, Texas, (O.P.R.H.C.T.), and on the east line of a called 86 acre tract described as First Tract in a deed to Beck as recorded in Volume 406, Page 397, D.R.H.C.T.;

THENCE N 89°28'54" E along the south line of said 56.720 acre tract a distance of 898.58 feet to a 1/2" iron rod set for the POINT OF BEGINNING;

THENCE N 89°28'54" E continuing along the south line of said 56.720 acre tract a distance of 516.90 feet to a 1/2" iron rod found at the southeast corner of said 56.720 acre tract and on the west line of a called 21.288 acre tract described as Tract Two in a deed to Harrison as recorded in Volume 598, Page 288, O.P.R.H.C.T., for a corner;

THENCE S 00°21'02" W along the west line of said 21.288 acre tract a distance of 385.91 feet to a 1/2" iron rod found at the southwest corner of said 21.288 acre tract for a corner;

THENCE N 89°37'50" W a distance of 43.00 feet to a 1/2" iron rod set for a corner;

THENCE S 00°21'02" W a distance of 770.17 feet to a 1/2" iron rod set for a corner;

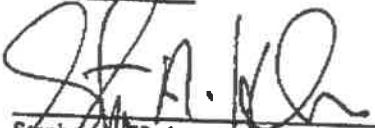
THENCE S 89°41'43" W a distance of 473.88 feet to a 1/2" iron rod set for a corner;

THENCE N 00°21'02" E a distance of 1153.66 feet to the POINT OF BEGINNING and containing 12.94 acres of land, more or less.

Basis of Bearings is between a 1/2" iron rod found at the southwest corner of said 56.720 acre tract and a 1/2" iron rod found at the northwest corner of a called 18.414 acre tract described as Tract Two in a deed to Norris as recorded in Volume 453, Page 875, O.P.R.H.C.T., on the west line of said Champagne 274.9 acre tract.

The undersigned does hereby certify that the attached plat represents an accurate survey made on the ground on November 27, 2006, and the boundaries as located are according to the recorded references shown. Except as shown, this property abuts a public roadway, and there are no visible conflicts, encroachments, or overlapping of improvements. This survey is for the purpose and parties shown, unauthorized uses by others will be at their own risk.

Date: 11/15/07


Stephen A. Hudson, EPLS No. 4896
Sheet 2 of 3 Job No. 06-0129A

(ATKINSON'S) DOMINANT ESTATE PROPERTY EXHIBIT "B" (Page 4 of 6)

PLAT SHOWING A 12.94 ACRE TRACT SITUATED IN THE GEORGE C. WETMORE SURVEY, ABSTRACT NO. 1020, HOPKINS COUNTY, TEXAS, AND BEING PART OF THE SAME LAND AS CALLED 374.9 ACRES TRACT DESCRIBED IN A DEED TO TONY MARTIN CHAMPAGNE AND JOHN BAILEY CHAMPAGNE AS RECORDED IN VOLUME 151, PAGE 17, DEED RECORDS, HOPKINS COUNTY, TEXAS.

(TRACT 2 CONTINUED)

Beats of Bearings is between a 1/2" iron rod found at the southwest corner of a called 56.320 acre tract described in a deed to Louis as recorded in Volume 543, Page 632, O.P.R.C.I., and a 1/2" iron rod found at the northeast corner of a called 18.414 acre tract described in a deed to Louis as recorded in Volume 553, Page 875, O.P.R.C.I. on the west line of Champagne 274.9 acre tract.

NOTE: All recent calls are denoted by [] per ISS/17 D.R.I.C.I. unless otherwise noted.

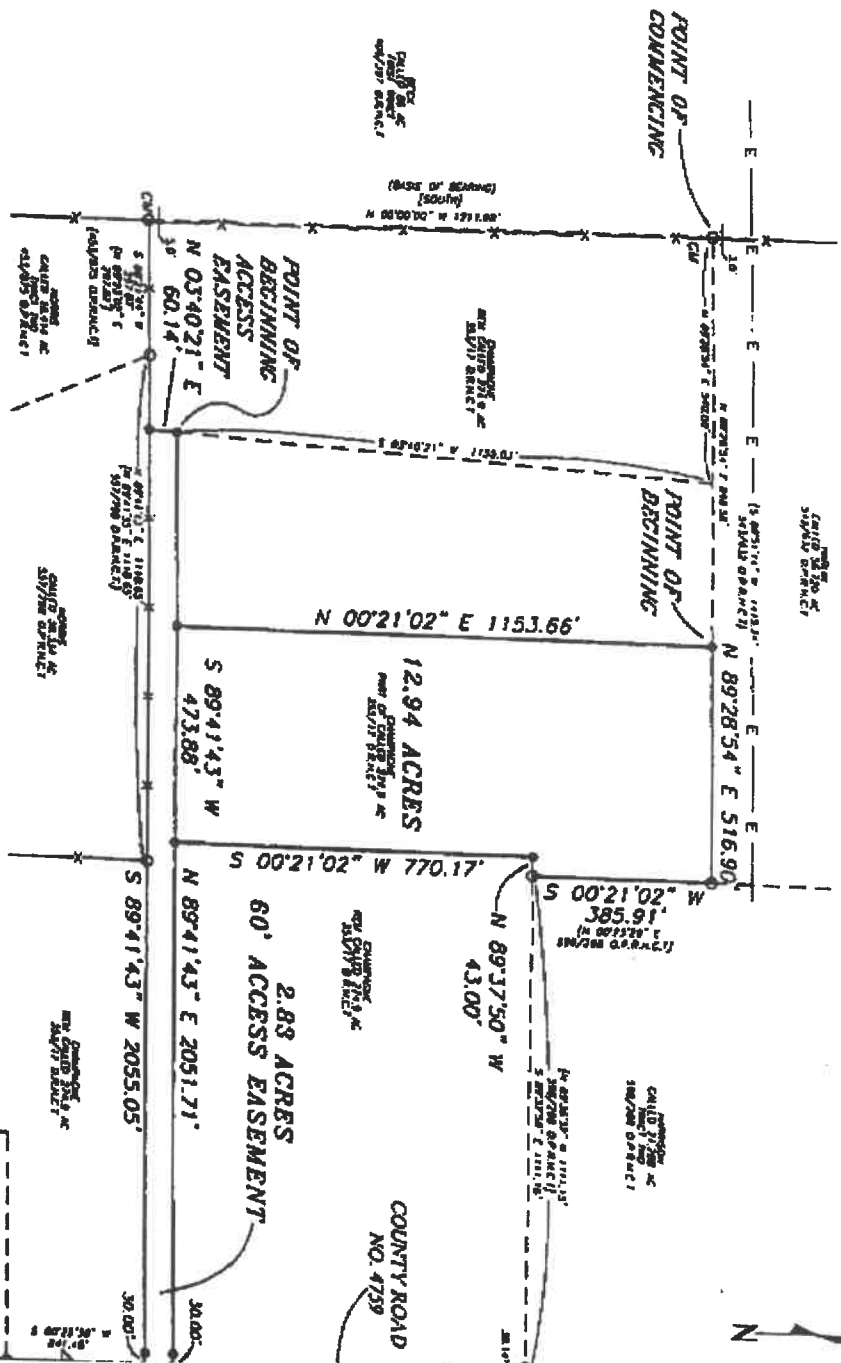
NOTE: This survey was prepared without the benefit of a title report or title commitment. There may be additional encumbrances or easements affecting the tract that are not shown hereon. There may be FLOOD NOTE: By graphic plotting only, this property DOES NOT appear to be within a 100 year flood zone area, according to flood panel map no. 480889 DND4 A, dated December 27, 1977, published by the Federal Emergency Management Agency.

The undersigned does hereby certify that this plat represents an accurate survey made on the ground on November 27, 2008, and the boundaries as located are according to the recorded references shown. Except as shown, this property, about a public roadway, and there are no visible conflicts, encroachments, or overlapping or improvements. This survey is for the purpose and use of the same, and unauthorized uses by others will be of their own risk.

Seller Tony Martin Champagne & John Bailey Champagne
Buyer Paul Atkinson

STEPHEN A. ATKINSON, L.S. NO. 1896

100' 7.81'
100' 7.81'
100' 7.81'



LEGEND	
CM	Control Monument
●	1/2" Iron Rod Set
○	1/2" Iron Rod Found
▲	600 Nor Set
—	Barbed Wire Fence
X	Transmission Line
---	E

LANDMARK SURVEYING, INC.
101 BILL BRADSHAW ROAD
SUITE 11
SUN FURN SPRINGS, TX 75482
PHONE: 940-438-3132 FAX

BOUNDARY SURVEY
SHEET 1 OF 3

GRANTEE NO. 2'S
(ATKINSON'S) DOMINANT
ESTATE PROPERTY

EXHIBIT "B"
Page 5 of 6

(TO EASEMENT AGREEMENT - FOWLER
BRUGGERS AND ATKINSON)

TRACT 3:

BOUNDARY DESCRIPTION

ALL that certain 11.15 acre lot, tract or parcel of land situated in the George C. Wetmore Survey, Abstract No. 1020, Hopkins County, Texas, and being part of the same land as a called 274.9 acre tract described in a deed from Anthony Champagne et ux, Kathleen Champagne, to Tony Martin Champagne and John Bailey Champagne as recorded in Volume 353, Page 17, Deed Records, Hopkins County, Texas, (D.R.H.C.T.), said 11.15 acre tract being described by metes and bounds as follows:

COMMENCING at a 1/2" iron rod found on the west line of said 274.9 acre tract at the southwest corner of a called 56.720 acre tract described in a deed to Harlin as recorded in Volume 543, Page 632, Official Public Records, Hopkins County, Texas, (O.P.R.H.C.T.), and on the east line of a called 86 acre tract described as First Tract in a deed to Beck as recorded in Volume 406, Page 397, D.R.H.C.T.;

THENCE N 89°28'54" E along the south line of said 56.720 acre tract a distance of 540.00 feet and S 03°40'21" W departing the south line of said 56.720 acre tract a distance of 1215.17 feet to a point on the north line of a called 38.334 acre tract described in a deed to Norris as recorded in Volume 557, Page 798, O.P.R.H.C.T.;

THENCE N 89°41'43" E along the north line of said 38.334 acre tract a distance of 946.35 feet to a 1/2" iron rod found at the northeast corner of said 38.334 acre tract for the POINT OF BEGINNING;

THENCE N 89°41'43" E a distance of 580.55 feet to a 1/2" iron rod set for a corner;

THENCE S 00°36'38" W a distance of 838.55 feet to a 1/2" iron rod set for a corner;

THENCE N 89°59'05" W a distance of 580.52 feet to a 1/2" iron rod set on the east line of said 38.334 acre tract for a corner;

THENCE N 00°36'38" E along the east line of said 38.334 acre tract a distance of 835.30 feet to the POINT OF BEGINNING and containing 11.15 acres of land, more or less.

Basis of Bearings is between a 1/2" iron rod found at the southwest corner of a called 56.720 acre tract described in a deed to Harlin as recorded in Volume 543, Page 632, O.P.R.H.C.T., and a 1/2" iron rod found at the northwest corner of a called 18.414 acre tract described as Tract Two in a deed to Norris as recorded in Volume 453, Page 875, O.P.R.H.C.T., on the west line of Champagns 274.9 acre tract.

The undersigned does hereby certify that the attached plat represents an accurate survey made on the ground on November 27, 2006, and the boundaries as located are according to the recorded references shown. Except as shown, this property abuts a public roadway, and there are no visible conflicts, encroachments, or overlapping of improvements. This survey is for the purpose and parties shown, unauthorized uses by others will be at their own risk.

Date: 1/13/07

[Handwritten Signature]

Stephen A. Hudson, RPLS No. 4896
Sheet 2 of 3 Job No. 06-0128C



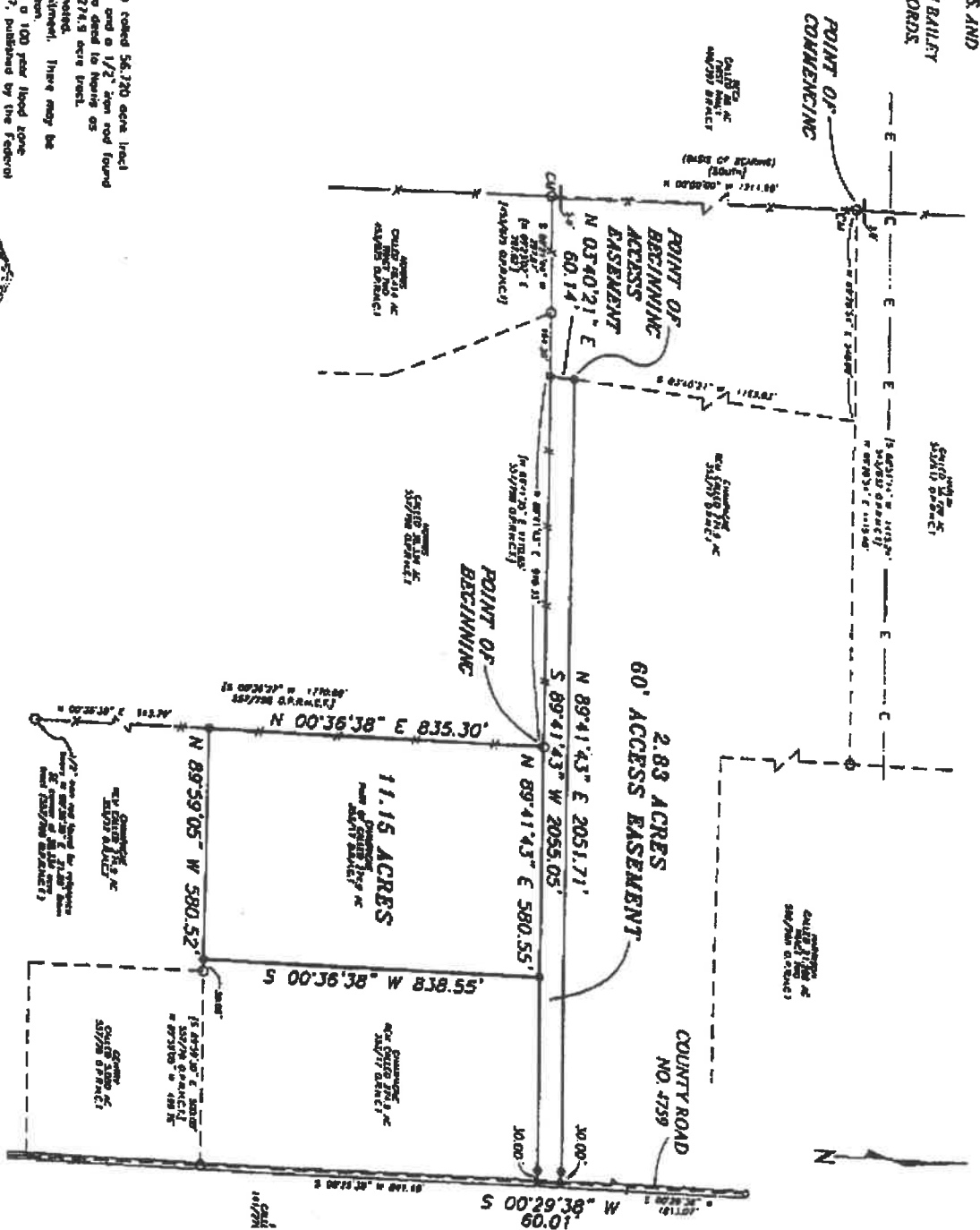
PROPERTY DESCRIPTION
PLAT SHOWING A 11.15 ACRE TRACT SITUATED IN THE GEORGE C. WETMORE SURVEY, ABSTRACT NO. 1030, HOPKINS COUNTY, TEXAS, AND BEING PART OF THE SAME LAND AS A CALLED 274.9 ACRE TRACT DESCRIBED IN A DEED TO TONY MARTIN CHAMPAGNE AND JOHN BAILEY CHAMPAGNE AS RECORDED IN VOLUME 353, PAGE 17, DEED RECORDS, HOPKINS COUNTY, TEXAS.

Books of Records is between a 1/2" iron rod found at the southwest corner of a ceded 56.230 acre tract described in a deed to Hark, as recorded in Volume 343, Page 632, O.P.M.C.T., and a 1/2" iron rod found at the northeast corner of a ceded 18.414 acre tract described on Tract 1 in a deed to Hark as recorded in Volume 453, Page 875, O.P.M.C.T., on the west line of Champagne 274.9 acre tract.
NOTE: This survey was prepared without the benefit of a title report or title commitment. There may be additional encumbrances or easements affecting this tract that are not shown hereon.
FLOOD NOTE: By graphic plotting only, this property DOES NOT appear to be within a 100 year flood zone area, according to flood panel map no. 480859 0004 A dated December 27, 1972, published by the Federal Emergency Management Agency.

The undersigned does hereby certify that the plat represents an accurate survey made on the ground on November 27, 2006, and the boundaries as located are according to the recorded references shown. Except as shown, this property does not have any public roadway, and there are no public utilities, encroachments, or encroachment of improvements. This survey is for the purpose and public utility, and encroachment uses by others will be of their own risk.

Saler: Tony Martin Champagne & John Bailey Champagne
Buyer: Phil Atkinson

STEPHEN A. HUNSON
STATE OF TEXAS
COUNTY OF HOPKINS
REGISTERED PROFESSIONAL SURVEYOR
NO. 4856



LEGEND

CM	Control Monument	Borbed Wire Fence
○	1/2" Iron Rod Set	Transmission Line
△	60" Iron Rod Set	E
▲	60" Iron Rod Set	

LANDMARK SURVEYING, INC.
AN ILL. REGISTERED FIRM
SUITE 113
SUNSHINE SPRINGS TRAIL
(817) 438-1111 FAX

BORNEARY SURVEY SHEET 1 OF 3
DATE IN SURVEY DRAWN
TECHNIC 2006-11-27

602 609 00 287
58 704 BK 2007

**BOUNDARY DESCRIPTION
60' ACCESS EASEMENT**

ALL that certain 2.83 acre lot, tract or parcel of land situated in the George C. Wetmore Survey, Abstract No. 1020, Hopkins County, Texas, and being part of the same land as a called 274.9 acre tract described in a deed from Anthony Champagne et ux, Kathleen Champagne, to Tony Martin Champagne and John Bailey Champagns as recorded in Volume 353, Page 17, Dead Records, Hopkins County, Texas, (D.R.H.C.T.), said 2.83 acre tract being a 60 feet in width access easement and said access easement being described by metes and bounds as follows:

COMMENCING at a 1/2" iron rod found on the west line of said 274.9 acre tract at the southwest corner of a called 56.720 acre tract described in a deed to Harlin as recorded in Volume 543, Page 632, Official Public Records, Hopkins County, Texas, (O.P.R.H.C.T.), and on the east line of a called 86 acre tract described as First Tract in a deed to Beck as recorded in Volume 406, Page 397, D.R.H.C.T.;

THENCE N 89°28'54" E along the south line of said 56.720 acre tract a distance of 540.00 feet and S 03°40'21" W departing the south line of said 56.720 acre tract a distance of 1155.03 feet to a 1/2" iron rod set for the POINT OF BEGINNING;

THENCE N 89°41'43" E a distance of 2051.71 feet to a 60D nail set on the east line of said 274.9 acre tract and the west line of a called 145 acre tract described in a deed to Palmer as recorded in Volume 141, Page 276, Real Property Records, Hopkins County, Texas, (R.P.R.H.C.T.), and on the centerline of County Road No. 4759 for a corner, from which point a 1/2" iron rod set bears S 89°41'43" W a distance of 30.00 feet for a reference;

THENCE S 00°29'38" W along the east line of said 274.9 acre tract and the west line of said 145 acre tract and the centerline of said County Road No. 4759 a distance of 60.01 feet to a 60D nail set for a corner;

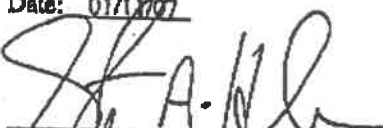
THENCE S 89°41'43" W passing a 1/2" iron rod set at a distance of 30.00 feet for a reference and passing a 1/2" iron rod found at the northeast corner of a called 38.334 acre tract described in a deed to Norris as recorded in Volume 557, Page 798, O.P.R.H.C.T., at a distance of 1108.69 feet and continuing along the north line of said 38.334 acre tract a total distance of 2055.05 feet to a 1/2" iron rod set for a corner;

THENCE N 03°40'21" E a distance of 60.14 feet to the POINT OF BEGINNING and containing 2.83 acres of land, more or less.

Basis of Bearings is between a 1/2" iron rod found at the southwest corner of said 56.720 acre tract and a 1/2" iron rod found at the northwest corner of a called 18.414 acre tract described as Tract Two in a deed to Norris as recorded in Volume 453, Page 875, O.P.R.H.C.T., on the west line of said Champagne 274.9 acre tract.

The undersigned does hereby certify that the attached plat represents an accurate survey made on the ground on November 27, 2006, and the boundaries as located are according to the recorded references shown. Except as shown, this property abuts a public roadway, and there are no visible conflicts, encroachments, or overlapping of improvements. This survey is for the purpose and parties shown, unauthorized uses by others will be at their own risk.

Date: 01/11/07


Stephen A. Hudson, RPLS No. 4896
Sheet 2 of 2 Job No. 06-0127ESMT



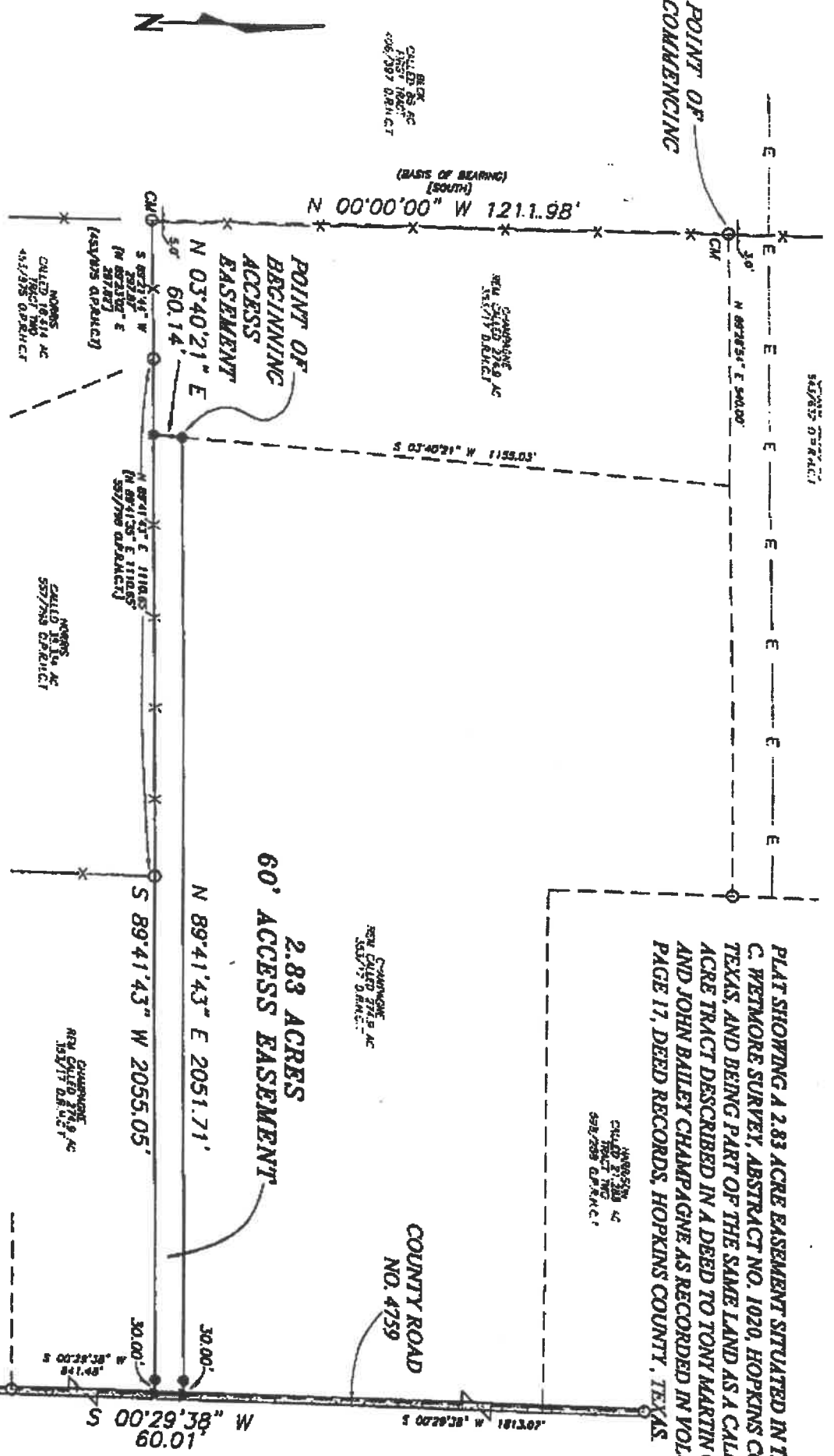
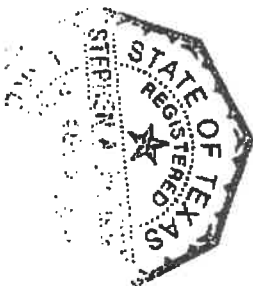
**LANDMARK
LAND
SURVEYING, INC.**
101 Bill Bradford Road, Suite 13
Sulphur Springs, Texas, 75482
(903)438-2200 Phone (903)438-2100 Fax

FOWLER TO BRUGGERS AND ATKINSON)

EASEMENT PROPERTY:

NOTE: All record calls are denoted in [] per 35.3/17 D.R.H.G.T. unless otherwise noted.
 NOTE: This survey was prepared without the benefit of a title report or title commitment. There may be additional easements or encumbrances affecting this tract that are not shown hereon.
 FLOOD NOTE: By graphic plotting only, this property DOES NOT appear to be within a 100 year flood zone area, according to flood panel map no. 480659 0004 A, dated December 27, 1977, published by the Federal Emergency Management Agency.
 The undersigned does hereby certify that this plot represents an accurate survey made on the ground on November 27, 2006, and the boundaries as located are according to the recorded references shown. Except as shown, this property abuts a public roadway, and there are no visible conflicts, encroachments, or overlapping of improvements. This survey is for the purpose and parties shown, and unauthorized uses by others will be at their own risk.
 Client: Rick Fowler

STEPHEN J. HUDSON, P.L.S. NO.: 48996



PLAT SHOWING A 2.83 ACRE EASEMENT SITUATED IN T. C. WETMORE SURVEY, ABSTRACT NO. 1020, HOPKINS COUNTY, TEXAS, AND BEING PART OF THE SAME LAND AS A CALL ACRE TRACT DESCRIBED IN A DEED TO TONY MARTIN AND JOHN BAILEY CHAMPAGNE AS RECORDED IN VOLUME PAGE 17, DEED RECORDS, HOPKINS COUNTY, TEXAS.

117 609 30 232
 . PG 30A K3 2002

FILED FOR RECORD IN:

HOPKINS COUNTY, TEXAS

ON: FEB 12, 2007 AT 03:08P

AS 6:41: 0P RECORD

DEBBIE SHIRLEY, COUNTY CLERK

CLERK NUMBER 00000787

AMOUNT: 76.00

RECEIPT NUMBER 07011642

BY TAMMY
STATE OF TEXAS HOPKINS COUNTY, TEX
I hereby certify that this instrument was filed in
file number sequence on the date and time stamped
hereon by me and was duly recorded in the volume
and page of the named records of Hopkins County,
Texas.

AS STAMPED HEREON BY ME. FEB 12, 2007

DEBBIE SHIRLEY, COUNTY CLERK

Recorded: FEB 16 2007

