

Ingress / Egress Access Easement Agreement—No Warranty

Date: January 2, 2015

Grantor: San Antonio Municipal Utility District #1, 16450 Wildlake, Helotes, TX 78023, Bexar County

Grantee: Zigmund Khersonsky, 11392 Lago Vista, Helotes, Texas 78023, Bexar County

Dominant Estate Property: A 10.00 acre tract out of a 32.41 acre tract as described in Volume 15420, Pages 1695 – 1699, in the Official Public Records of Real Property of Bexar County, Texas. Said 32.41 acres being out of the Manuel Gomez Survey No. 7, Abstract # 1045, County Block 4518, the W.D. Rounsavall Survey No. 3, Abstract 1065, County Block 4485, the J. Hoffman Survey No. 8, Abstract 1208, County Block 4516, the T.C. Railway Co. Survey No. 3, Abstract 1027, County Block 4517, the Mrs. M.A. Sharp Survey, Abstract 1143, County Block 4577, and the T.C. Railway Co. Survey No. 9, Abstract 1026, County Block 4519, all of Bexar County, Texas, being more particularly described on the attached Exhibit A which is incorporated by reference; together with a non-exclusive easement of ingress and egress, 110 feet wide, described in instrument recorded in Volume 7112, Page 572, Real Property Records of Bexar County, Texas and a 0.716 Ingress/Egress easement reserved in that Gift Deed recorded at Vol. 17026, Page 1233, Official Public Records of Bexar County, Texas; all of which are benefited by this Ingress/Egress Access Easement Agreement.

Easement Property:

Tract 1: A 0.203 Acre Ingress/Egress Easement located on a 48.095 acre tract as described in Volume 8221, Pages 278-286, of the Deed Records of Bexar County, Texas, said 0.203 acres being more particularly described in the attached Exhibit B and on the plat attached as Exhibit D, all of which are incorporated by reference..

Tract 2: A 0.149 Acre Ingress/Egress Easement located on a 48.095 acre tract as described in Volume 8221, Pages 278-286, of the Deed Records of Bexar County, Texas, said 0.203 acres being more particularly described in the attached Exhibit C and the plat attached as Exhibit D, all of which are incorporated by reference.

Easement Purpose: The parties intend to clarify and restate the pre-existing rights of the Grantee to have free and uninterrupted pedestrian and vehicular ingress to and egress from the Dominant Estate Property and Lago Vista, a public thoroughfare. With this restatement, the Grantee's pre-existing rights to use, maintain and improve the ingress and egress to the Dominant Estate will be clearly aligned with and made applicable to the existing road as built; and all rights to use or improve other ingress and egress access will be extinguished.

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

Exceptions to and Reservations from Conveyance: GRANTEE HAS INSPECTED THE PHYSICAL AND TOPOGRAPHIC CONDITION OF THE PREMISES AND ACCEPTS THE

SAME "AS IS", IN ITS EXISTING PHYSICAL AND TOPOGRAPHIC CONDITION. GRANTOR DISCLAIMS ANY AND ALL WARRANTIES OF HABITABILITY, MERCHANTABILITY, SUITABILITY, FITNESS FOR ANY PURPOSE, AND ANY OTHER WARRANTY WHATSOEVER NOT EXPRESSLY SET FORTH IN THIS AGREEMENT. GRANTOR AND GRANTEE HEREBY AGREE AND ACKNOWLEDGE THAT THE USE OF THE TERM "GRANT" IN NO WAY IMPLIES THAT THE EASEMENT GRANTED HEREIN IS FREE OF LIENS, ENCUMBRANCES AND/OR PRIOR RIGHTS. GRANTEE ACKNOWLEDGES THAT IT IS NOT RELYING UPON ANY REPRESENTATION, WARRANTY, STATEMENT OR OTHER ASSERTION OF GRANTOR, OR ANY OFFICIAL, AGENT, REPRESENTATIVE OR EMPLOYEE OF GRANTOR, WITH RESPECT TO THE PROPERTY CONDITION, BUT IS RELYING ON GRANTEE'S OWN EXAMINATION OF THE PROPERTY. NOTICE IS HEREBY GIVEN TO GRANTEE THAT ANY PRIOR GRANT AND/OR ENCUMBRANCE MAY BE OF RECORD AND GRANTEE IS ADVISED TO EXAMINE ALL LAND TITLE RECORDS OF THE COUNTY IN WHICH THE PREMISES ARE LOCATED.

It is the intent of the parties that the easement property, Tract 1 and Tract 2, will be protected by the terms of that certain "*Conservation Easement*" recorded in Book 16035, Page 1069, on April 4, 2013, Real Property Records of Bexar County, Texas, over an adjacent 461.230 acre tract of land owned by Texas Parks and Wildlife Department and described in Exhibit A of the Conservation Easement; and those items listed on Exhibit D to the Conservation Easement, which items are incorporated by reference; however the Parties acknowledge that the Grantee's rights to use, maintain and improve ingress and egress to the Dominant Estate preceded the Conservation Easement and were not extinguished by the Conservation Easement.

Grant of Easement: Grantor, for the Consideration and subject to the Exceptions to and Reservations from Conveyance, 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.

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 may be terminated only with the consent of both Grantor and Grantee and their respective heirs, successors and assigns. 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 Purpose. 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.

4. Improvement and Maintenance of Easement Property. Improvement and maintenance of the Easement Property will be at the sole expense of Holder. Holder has the right to eliminate any encroachments into the Easement Property. Holder must maintain the Easement Property in a neat and clean condition. Holder has the right to pave, construct, install, maintain, replace, and remove a road with all necessary culverts, bridges, and drainage ditches under or across any portion of the Easement Property (collectively, the "**Road Improvements**"), provided, however, such Road Improvements shall not cause erosion or otherwise damage the Government Canyon State Natural Area. All Road Improvements are subject to applicable statutory and regulatory requirements and prior encumbrances, including but not limited to the Texas Antiquities Code, the Endangered Species Act, and the Conservation Easement recorded in Book 16035, Page 1069, on April 4, 2013, Real Property Records of Bexar County, Texas. Holder shall provide 30 days' advance written notice to the Superintendent of the Government Canyon State Natural Area prior to beginning activities that will disturb the surface of the Government Canyon State Natural Area.

5. 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.

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 Travis County.

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 non-defaulting 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.* **GRANTEE SHALL BE FULLY LIABLE AND RESPONSIBLE FOR ANY DAMAGE, OF ANY NATURE, ARISING OR RESULTING FROM OR ATTRIBUTABLE TO GRANTEE'S USE GRANTED HEREIN OR THE ACTS OR OMISSIONS OF GRANTEE, ITS AGENTS OR CONTRACTORS RELATED TO GRANTEE'S EXERCISE OF THE RIGHTS GRANTED HEREIN. GRANTEE AGREES TO AND SHALL INDEMNIFY AND HOLD THE GRANTOR, THE GRANTOR'S OFFICERS, AGENTS, AND EMPLOYEES, HARMLESS FROM AND AGAINST CLAIMS, SUIT, COSTS, LIABILITY OR DAMAGES OF ANY KIND, INCLUDING STRICT LIABILITY CLAIMS, COSTS OF COURT, ATTORNEY'S FEES AND COSTS OF INVESTIGATION OR EXPERTS, WITHOUT LIMIT AND WITHOUT REGARD TO CAUSE OF THE DAMAGE OR THE NEGLIGENCE OF ANY PARTY (EXCEPT TO THE EXTENT OF THE PROPORTIONATE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE GRANTOR, THE GRANTOR'S OFFICERS, AGENTS, EMPLOYEES, OR CONTRACTORS) ARISING DIRECTLY OR INDIRECTLY FROM OR ATTRIBUTABLE TO GRANTEE'S USE OF THE EASEMENT PROPERTY (INCLUDING GOVERNMENT CANYON STATE NATURAL AREA AND ANY ADJACENT OR CONTIGUOUS LAND) OR FROM ANY BREACH BY GRANTEE OF THE TERMS, COVENANTS OR CONDITIONS CONTAINED HEREIN. THE PROVISIONS OF THIS SECTION SHALL SURVIVE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.**

12. *Entire Agreement.* This agreement and any exhibits are the entire agreement of the parties concerning the Dominant Estate Property, the Easement Property, and the grant of the Easement by Grantor to Grantee. There are no representations, agreements, warranties, or promises, and neither party is relying on any statements or representations of any agent of the other party, 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 to Grantor shall be addressed to the Superintendent of Government Canyon State Natural Area and the Director of the Land Conservation Division, Texas Parks and Wildlife Department. 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.

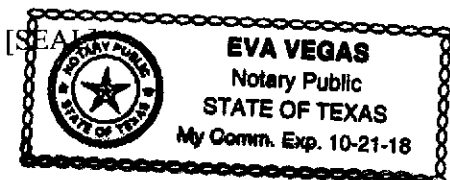
GRANTOR: San Antonio Municipal Utility District #1, by its President, Marjorie A. Godfrey:

Marjorie A. Godfrey, President

DATE: January ____, 2015.

STATE OF TEXAS)
)
COUNTY OF BEXAR)

This Ingress / Egress Access Agreement was acknowledged before me on January 3, 2015, by Marjorie A. Godfrey, President, of San Antonio Municipal Utility District #1, in the capacity therein stated and on behalf of such entity. Witness my hand and seal of office.



[Signature]
Notary Public, State of Texas
My commission expires: 10.21.18

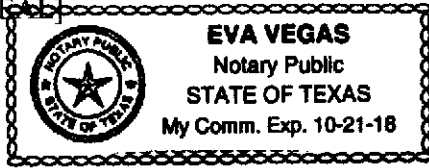
GRANTEE:

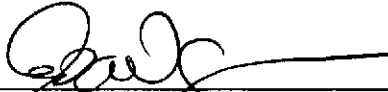
[Signature]
Zigmund Khersonsky

STATE OF TEXAS)
)
COUNTY OF BEXAR)

This Ingress / Egress Access Agreement was acknowledged before me on January 3, 2015, by Zigmund Khersonsky. Witness my hand and seal of office.

[SEAL]





Notary Public, State of Texas
My commission expires: 10-21-18

EXHIBIT A

METES & BOUNDS DESCRIPTION

December 4, 2014

A 10.00 Acre Tract out of a 32.41 acre tract as described in Volume 15420, Pages 1695 - 1699, in the Official Public Records of Real Property of Bexar County, Texas. Said 32.41 acres being out of the Manuel Gomez Survey, No. 7, Abstract 1045, County Block 4518, the W.D. Rounsavall Survey No. 3, Abstract 1065, County Block 4485, the J. Hoffman Survey No. 8, Abstract 1208, County Block 4516, the T.C. Railway Co. Survey No. 3, Abstract 1027, County Block 4517, the Mrs. M.A. Sharp Survey, Abstract 1143, County Block 4577, and the T.C. Railway Co. Survey No. 9, Abstract 1026, County Block 4519, all of Bexar County, Texas; being more particularly described as follows:

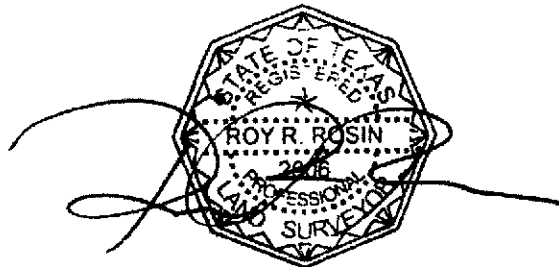
BEGINNING at a ½" iron rod found, marking the northernmost corner of said 32.41 Acre Tract,

THENCE, S 28° 11' 34" E, 1057.70 feet to a cotton spindle found marking the easternmost corner of the herein described tract;

THENCE, S 61° 48' 26" W, 494.48 feet to a ½" iron rod found marking the southernmost corner of the herein described tract;

THENCE, N 28° 11' 34" W, 704.69 feet to a ½" iron rod found marking the westernmost corner of the herein described tract;

THENCE, N 26° 17' 04" E, 607.55 feet along a woven wire fence to the **POINT OF BEGINNING**.



12/04/14

EXHIBIT B

KHERSONSKY

INGRESS/EGRESS EASEMENT

DECEMBER 18, 2014

A 0.203 Acre Ingress/Egress Easement located on a 48.095 acre tract as described in Volume 8221, Pages 278-286, of the Deed Records of Bexar County, Texas acres being more particularly described as follows:

COMMENCING from a ½" iron rod found at a metal post fence corner, marking the Southernmost corner of a 32.41 acre tract as described in Volume 15420, Pages 1695 – 1699, of the Official Public Records of Bexar County, Texas;

THENCE, along the Southeast boundary line of said 32.41 acre tract:

N 66° 08' 55" E, along a woven wire fence 453.07 feet to an iron rod found at a metal post fence corner marking a point on the Southeastern boundary line of said 32.41 acre tract;

And N 27° 22' 36" E, 33.97 feet along a woven wire fence marking the Southeastern boundary of said 32.41 acre tract to a PK nail set on the Southeastern boundary line of said 32.41 acre tract;

THENCE, N 27° 15' 43" E, 45.43 feet along said woven wire fence marking the Southeastern boundary of said 32.41 acre tract to ½" iron rod set with yellow cap inscriber Rosin Grp 2906 (Hereafter called IRS);

THENCE, leaving the boundary of said 32.41 acre tract, N 84° 20' 58" E, 98.94 feet to an IRS;

THENCE, S 70° 31' 35" E, 147.73 feet to an IRS;

THENCE, N 89° 24' 13" E, 102.08 feet to an IRS;

THENCE, S 71° 18' 01" E, 158.15 feet to an IRS;

THENCE, N 40° 37' 15" E, 120.43 feet to an IRS;

THENCE, N 15° 13' 44" W, 53.07 feet to an IRS;

THENCE, N 01° 51' 40" E, 74.20 feet to an IRS;

THENCE, N 32° 53' 26" E, 125.14 feet to an IRS;

THENCE, N 22° 09' 52" E, 448.52 feet to an IRS;

THENCE, N 01° 12' 43" E, 102.65 feet to an IRS;

THENCE, N 20° 52' 04" W, 255.65 feet to an IRS;

THENCE, N 30° 46' 35" W, 60.32 feet to an IRS;

THENCE, N 30° 15' 55" W, 153.09 feet to an IRS set on the east boundary line of said 461.230 acres;

THENCE, S 50° 31' 32" E, 114.34 feet along said east boundary line to an IRS marking the **POINT OF BEGINNING** of the herein described tract;

THENCE, N 50° 31' 32" W, 114.34 feet along said east boundary line to an IRS;

THENCE, leaving said east boundary line N 28° 28' 36" W, 46.39 feet to an IRS;

THENCE, N 48° 00' 05" W, 61.40 feet to an IRS set on the east boundary line of said 461.230 acres;

THENCE, N 30° 42' 58" W, 75.33 feet to an IRS marking the west corner of the herein described tract;

THENCE, N 66° 23' 12" E, 29.92 feet to an IRS marking the north corner of the herein described tract;

THENCE, S 32° 10' 13" E, 35.30 feet to an IRS;

THENCE, S 48° 00' 05" E, 93.90 feet to an IRS;

THENCE, S 28° 28' 36" E, 86.50 feet to an IRS;

THENCE, S 30° 46' 35" E, 72.81 feet to the **POINT OF BEGINNING**.

EXHIBIT B

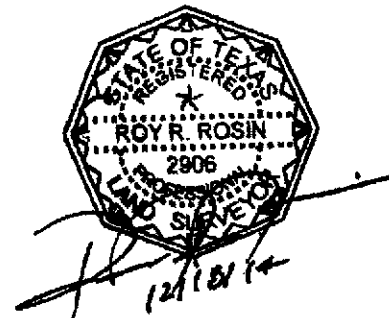


EXHIBIT C

KHERSONSKY

INGRESS/EGRESS EASEMENT

DECEMBER 18, 2014

A 0.149 Acre Ingress/Egress Easement located on a 48.095 acre tract as described in Volume 8221, Pages 278-286, of the Deed Records of Bexar County, Texas acres being more particularly described as follows:

COMMENCING from a ½" iron rod found at a metal post fence corner, marking the Southernmost corner of a 32.41 acre tract as described in Volume 15420, Pages 1695 – 1699, of the Official Public Records of Bexar County, Texas;

THENCE, along the Southeast boundary line of said 32.41 acre tract:

N 66° 08' 55" E, along a woven wire fence 453.07 feet to an iron rod found at a metal post fence corner marking a point on the Southeastern boundary line of said 32.41 acre tract;

And N 27° 22' 36" E, 33.97 feet along a woven wire fence marking the Southeastern boundary of said 32.41 acre tract to a PK nail set on the Southeastern boundary line of said 32.41 acre tract;

THENCE, **N 27° 15' 43" E**, 45.43 feet along said woven wire fence marking the Southeastern boundary of said 32.41 acre tract to ½" iron rod set with yellow cap inscriber Rosin Grp 2906 (Hereafter called IRS);

THENCE, leaving the boundary of said 32.41 acre tract, **N 84° 20' 58" E**, 98.94 feet to an IRS;

THENCE, **S 70° 31' 35" E**, 147.73 feet to an IRS;

THENCE, **N 89° 24' 13" E**, 102.08 feet to an IRS;

THENCE, **S 71° 18' 01" E**, 158.15 feet to an IRS;

THENCE, **N 40° 37' 15" E**, 120.43 feet to an IRS;

THENCE, **N 15° 13' 44" W**, 53.07 feet to an IRS;

THENCE, **N 01° 51' 40" E**, 74.20 feet to an IRS;

THENCE, **N 32° 53' 26" E**, 125.14 feet to an IRS;

THENCE, **N 22° 09' 52" E**, 448.52 feet to an IRS;

THENCE, N 01° 12' 43" E, 102.65 feet to an IRS;

THENCE, N 20° 52' 04" W, 255.65 feet to an IRS;

THENCE, N 30° 46' 35" W, 60.32 feet to an IRS;

THENCE, N 30° 15' 55" W, 153.09 feet to an IRS set on the east boundary line of said 461.230 acres;

THENCE, S 50° 31' 32" E, 114.34 feet along said east boundary line to an IRS;

THENCE, S 50° 31' 32" E, 18.35 feet along said east boundary line to an IRS;

THENCE, S 18° 22' 49" E, 28.88 feet along said east boundary line to an IRS for the POINT OF BEGINNING of the herein described tract;

THENCE, S 30° 46' 35" E, 63.78 feet to an IRS;

THENCE, S 20° 52' 04" E, 250.03 feet to an IRS;

THENCE, S 10° 00' 08" E, 32.65 feet to an IRS;

THENCE, S 01° 12' 43" W, 59.01 feet to an IRS set on the east boundary line of said 461.230 acres;

THENCE, N 18° 22' 49" W, 399.99 feet along said east boundary line to the POINT OF BEGINNING.

EXHIBIT C

