

"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."

EASEMENT AGREEMENT

This Agreement is made on the 27th day of March, 2009, between PASO CREEK RANCH PROPERTY OWNERS ASSOCIATION, INC. (collectively referred to as "Grantor"), and DONALD L. SWANSON and NANCY P. SWANSON (collectively referred to as "Grantee").

Grant of Easement

1. For the consideration described in Paragraph 2, Grantor grants, conveys, and transfers to Grantee the perpetual, non-exclusive, uninterrupted and unobstructed easement and right-of-way ("Easement") upon, over and across that roadway known as Pass Creek Road ("Easement Property") as same appears on the Plat of Paso Creek Ranch recorded in Volume 7, Page 152, of the Plat Records of Kerr County, Texas; TO HAVE AND TO HOLD the Easement unto Grantee, and Grantee's heirs, successors and assigns in perpetuity and forever, and Grantor does hereby bind Grantor and Grantor's heirs, successors and assigns, to WARRANT and FOREVER DEFEND, all and singular the Easement unto Grantee, Grantee's heirs, successors and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

Consideration

2. This Easement is granted in consideration of the Grantee's payment to Grantor of the sum of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor.

Character of Easement

3. The Easement shall run with and bind the Easement Property and shall be deemed to be appurtenant to the dominant estate property described in **Exhibit "A"**, attached hereto and made a part hereof for all purposes, and shall inure to the benefit of Grantee and Grantee's successors, assigns, tenants, invitees, licensees, agents, employees and other parties claiming and acting by, through or under Grantee. Without limiting any of the provisions hereof the parties hereto agree that the Easement may be used by Grantee and Grantee's heirs, successors, assigns, invitees, tenants, licensees, guests, agents, employees, representatives, and other parties claiming by, through or under Grantee. The dominant estate property is the property of the Grantee more particularly described in Exhibit "A", attached hereto.

Purpose of Easement

4. The Easement shall be used only for the purposes of providing pedestrian and vehicular and equine access, ingress and egress over and along the Easement Property for Grantee and Grantee's heirs, successors, assigns, employees, tenants, licensees, agents, representatives, guests and invitees.

Duration of Easement

5. This Easement shall be perpetual, subject to the provisions of paragraph 7 below.

Non-exclusiveness of Easement

6. The easement, rights and privileges granted by this conveyance are non-exclusive.

Special Terms and Conditions

7. (a) As additional consideration for the Easement herein granted, Grantee agrees to pay to Grantor a sum equivalent to the dues and assessments that a property owner in the Paso Creek Ranch subdivision pays annually for only road maintenance (not for other dues and assessments). Said sum shall be due and payable by Grantee to Grantor within 30 days after Grantee receives the annual statement from Grantor. Such fee is waived for the year 2009. The first such payment will be due in 2010.

(b) This Easement is conveyed by Grantor to Grantee for the exclusive purpose of providing access to the dominant estate property described in Exhibit "A", attached hereto, only and may never be used for the purpose of providing access to any tract other than such dominant estate property. For instance, this Easement may not be used by any owner of property adjoining the dominant estate property to access said adjoining property (unless said adjoining property is a tract within Paso Creek Ranch Subdivision).

(c) The Easement is granted by Grantor to Grantee for the exclusive purpose of providing access to the dominant estate property as a single tract. The dominant estate property shall not ever be divided into two or more tracts. Should the dominant tenement ever be divided into two or more tracts, then this easement shall immediately terminate.

(d) Grantee, at Grantee's option may install a gate for entry upon the Easement at the boundary of the property of the Grantee including the removal of fence on the common boundary line between the Easement Property and the property of Grantee.

(e) Any notice under or in connection with this Easement Agreement must be in writing and may be given by certified or registered mail, facsimile, hand delivery or by overnight courier and shall be deemed to be received: (a) if given by certified or registered mail, three (3) days after deposit in the United States mail, postage prepaid, return receipt requested; or (b) if given by facsimile or hand delivery, when such notice is received by the party to whom it is addressed or (c) if given by an overnight courier or delivery service, when deposited with such courier. Notices shall be sent to the address set forth herein or to the address given by written notice to the parties, by any party.

(f) The Property shall be used for residential, recreational, ranching and agricultural purposes only, and shall not be used for any mercantile or commercial purposes.

(g) Grantee shall hold harmless, defend, and indemnify Grantor against any suits, liabilities, claims, demands, including but not limited to personal injuries and attorney's fees, arising from Grantee's exercise of easement rights granted by this instrument.

Rights Reserved

8. Grantor retains, reserves, and shall continue to enjoy the use of the surface of the Easement Property for any and all purposes that do not interfere with or prevent Grantee's use of the Easement. This includes, without limitation, the right to build and use the surface of the Easement Property for drainage ditches and private streets, roads, driveways, alleys, walks, gardens, lawns, planting or parking areas, and other like uses and to dedicate all or any part of the Easement Property to any city for use as a public street, road or alley. If the Easement is dedicated, Grantee shall not thereafter have any obligations under this agreement.

Entire Agreement

9. This Agreement contains the entire agreement between the parties relating to its subject matter. Any oral representations or modifications concerning this Agreement shall be of no force and effect. Any subsequent amendment or modification must be in writing and agreed to by all parties.

Dispute Expenses and Attorneys' Fees

10. If any controversy, claim or dispute arises relating to this Agreement or its breach, the prevailing party shall be entitled to recover from the other party reasonable expenses, attorneys' fees and costs.

Binding Effect

11. This Agreement shall bind and inure to the benefit of the respective parties, their personal representatives, successors and assigns.

GRANTOR:

PASO CREEK RANCH PROPERTY
OWNERS ASSOCIATION, INC.

BY: Paul Hallberg

Name: Paul Hallberg

Title: President

Address:

GRANTEE:

Donald L. Swanson
DONALD L. SWANSON

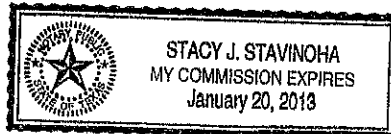
Nancy P. Swanson
NANCY P. SWANSON

Address:

214 SB Reas Rd
Kerrville Tx 78028

THE STATE OF TEXAS §

COUNTY OF KERR §



This instrument was acknowledged before me on May 14, 2009,
Paul Hallberg, President of PASO CREEK RANCH
PROPERTY OWNERS ASSOCIATION, INC., a Texas corporation, on behalf of said corporation.

[Signature]

Notary Public, State of Texas

THE STATE OF TEXAS §

COUNTY OF KERR §

This instrument was acknowledged before me on MARCH 27, 2009, by
DONALD L. SWANSON and NANCY P. SWANSON.

Sue S. Steele
Notary Public, State of Texas

