

U/m



201506038987 09/28/2015 10:31:34 AM 1/11

## EXCLUSIVE INGRESS AND EGRESS EASEMENT

**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.

**Date:** September 18, 2015

**Grantor:** ANITA RICHARDS MAYER, WILLIAM H. MAYER, JR. AND  
CHERYL L. BENTLEY, CO-TRUSTEES OF THE WILLIAM HENRY MAYER AND  
ANITA RICHARDS MAYER LIVING TRUST

**Grantor's Mailing Address:** 53 Oakwell Farms Parkway, San Antonio, Texas  
78218

**Grantee:** WILLIAM H. MAYER, JR. AND WIFE, BARBARA T. MAYER

**Grantee's Mailing Address:** P. O. Box 1654, Blanco, Texas 78606

**Dominant Estate Property (Property benefitted by Easement):**

BEING A 10.005 ACRE TRACT OF LAND SITUATED IN COMAL COUNTY, TEXAS, OUT OF THE JOHN C. SPARKS AND DANIEL P. SPARKS SURVEY NO. 120, ABSTRACT NO. 101, BEING PART OF AND OUT OF THAT CERTAIN 116.825 ACRE TRACT OF LAND CONVEYED TO WILLIAM HENRY MAYER AND ANITA RICHARDS MAYER LIVING TRUST OF RECORD IN DOCUMENT NO. 200006007313, OFFICIAL PUBLIC RECORDS OF COMAL COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN FOR ALL PURPOSES; OR ANY PORTION THEREOF.

**Record History of Dominant Property:**

BEING 10.00 acres conveyed to William H. Mayer, Jr. and Barbara T. Mayer in Deed recorded in Document No. 200406013404, Official Public Records of Comal County, Texas AND 3.282 acres conveyed to William H. Mayer, Jr. AND Barbara T. Mayer in Deed recorded in Document No. 201106027278, Official Public Records of Comal County, Texas SAVE AND EXCEPT 3.281 acres conveyed to The William Henry Mayer and Anita Richards Mayer Living Trust recorded in the Official Public Records of Comal County, Texas.

**Easement Property:**

BEING AN EIGHTY FOOT (80') WIDE INGRESS AND EGRESS EASEMENT OVER, ALONG AND ACROSS THE FOLLOWING REAL PROPERTY, TO WIT: BEING A 3.282 ACRE TRACT OF LAND SITUATED IN COMAL COUNTY, TEXAS OUT OF THE JOHN C. SPARKS AND DANIEL P. SPARKS SURVEY NO. 120, ABSTRACT NO. 101,



BEING A PORTION OF THE REMAINDER OF A 116.825 ACRE TRACT OF LAND CONVEYED TO WILLIAM MAYER AND ANITA RICHARDS MAYER LIVING TRUST OF RECORD IN DOCUMENT NO. 200006007313, OFFICIAL PUBLIC RECORDS OF COMAL COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN FOR ALL PURPOSES.

**Easement Purpose:** For providing free and uninterrupted pedestrian and vehicular ingress to and egress from the Dominant Estate Property, to and from Texas Farm to Market Road No. 32.

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

**Reservations from Conveyance:** Grantors reserve for themselves, their successors and assigns, the right of Ingress and Egress over, along and across the Easement Property.

**Exceptions to Warranty:**

Taxes for the current year, all restrictions, covenants, conditions, easements, reservations, leases, mineral severances, and other instruments that affect the property and are shown in the public records of Comal County, Texas, and to all zoning laws, regulations and ordinances of municipal and/or other governmental authorities that affect the property;

**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.

4. *Secondary Easement.* Holder has the right (the "Secondary Easement") to use as much of the surface of the property that is adjacent to the Easement Property ("Adjacent Property") as may be reasonably necessary to install and maintain a road reasonably suited for the Easement Purpose within the Easement Property. However, Holder must promptly restore the Adjacent Property to its previous physical condition if changed by use of the rights granted by this Secondary Easement.

5. *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 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 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.

6. *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 benefitted 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.

7. *Attorney's Fees.* If either 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.



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

9. *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.

10. *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.

11. *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.

12. *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.

13. *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.

14. *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.

15. *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.

16. *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.

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

18. *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:**

**WILLIAM HENRY MAYER AND  
ANITA RICHARDS MAYER LIVING  
TRUST**

By: Anita Richards Mayer

Anita Richards Mayer, Co-Trustee, by and  
through, Cheryl L. Bentley, Attorney in Fact

By: William H. Mayer, Jr.

William H. Mayer, Jr., Co-Trustee

By: Cheryl L. Bentley

Cheryl L. Bentley, Co-Trustee

**GRANTEE:**

William H. Mayer, Jr.  
William H. Mayer, Jr.

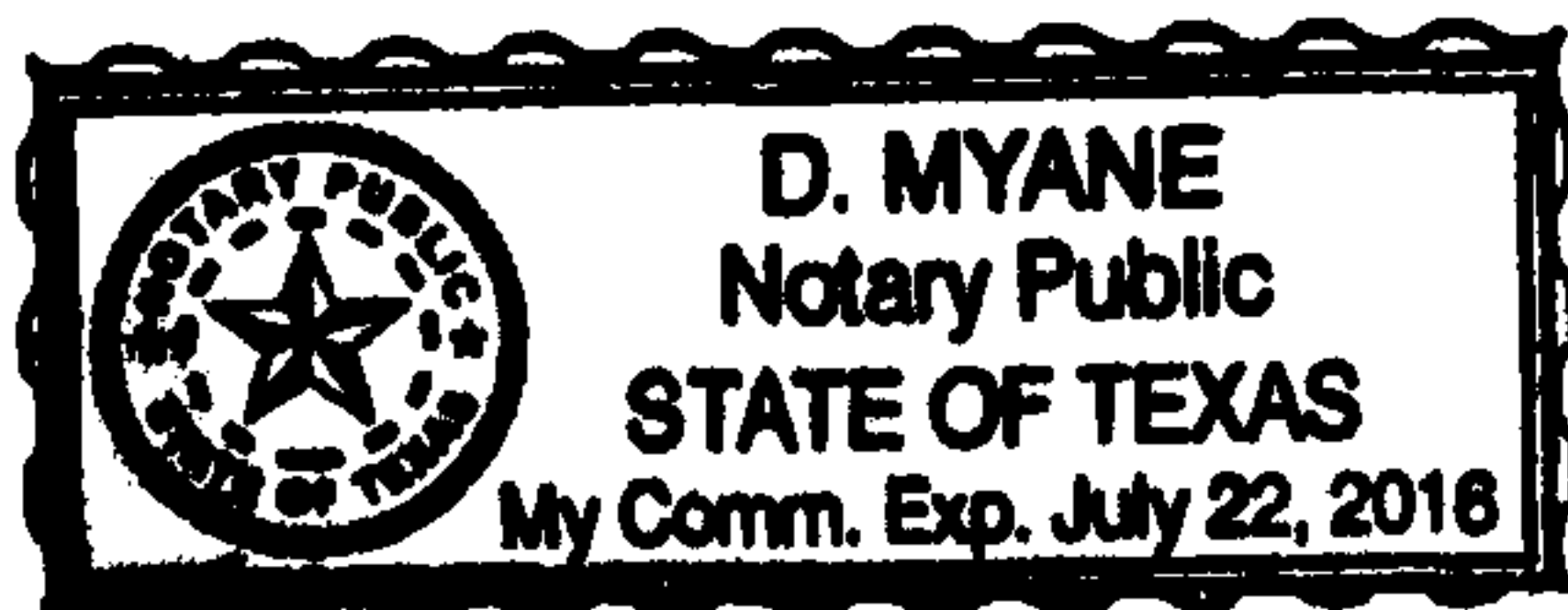
Barbara T. Mayer  
Barbara T. Mayer

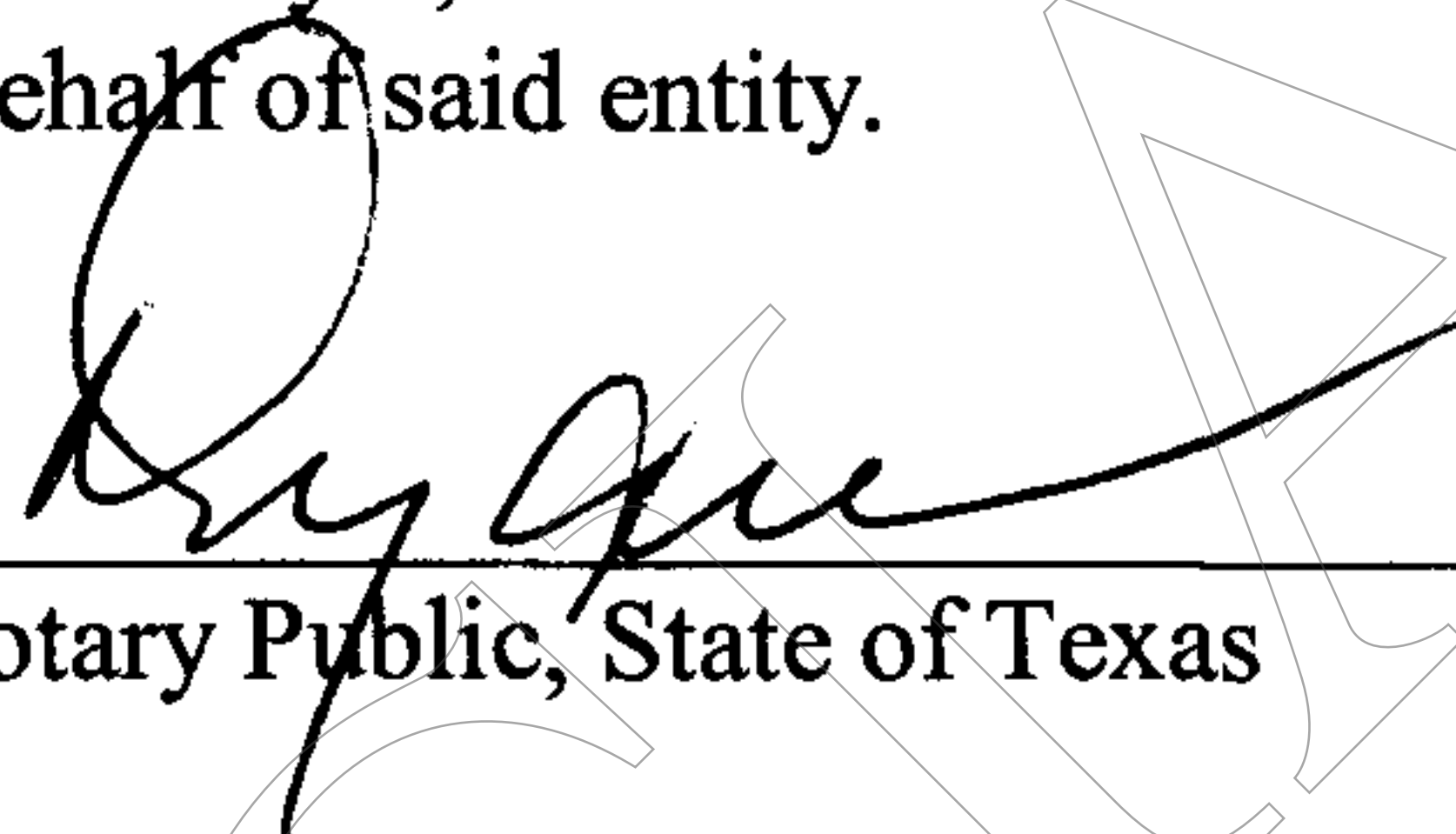


STATE OF TEXAS            )(

COUNTY OF BLANCO        )(

This instrument was acknowledged before me this 18TH day of September 2015 by Cheryl L. Bentley, Attorney in Fact for Anita Richards Mayer, Co-Trustee of the William Henry Mayer and Anita Richards Mayer Living Trust, on behalf of said entity.

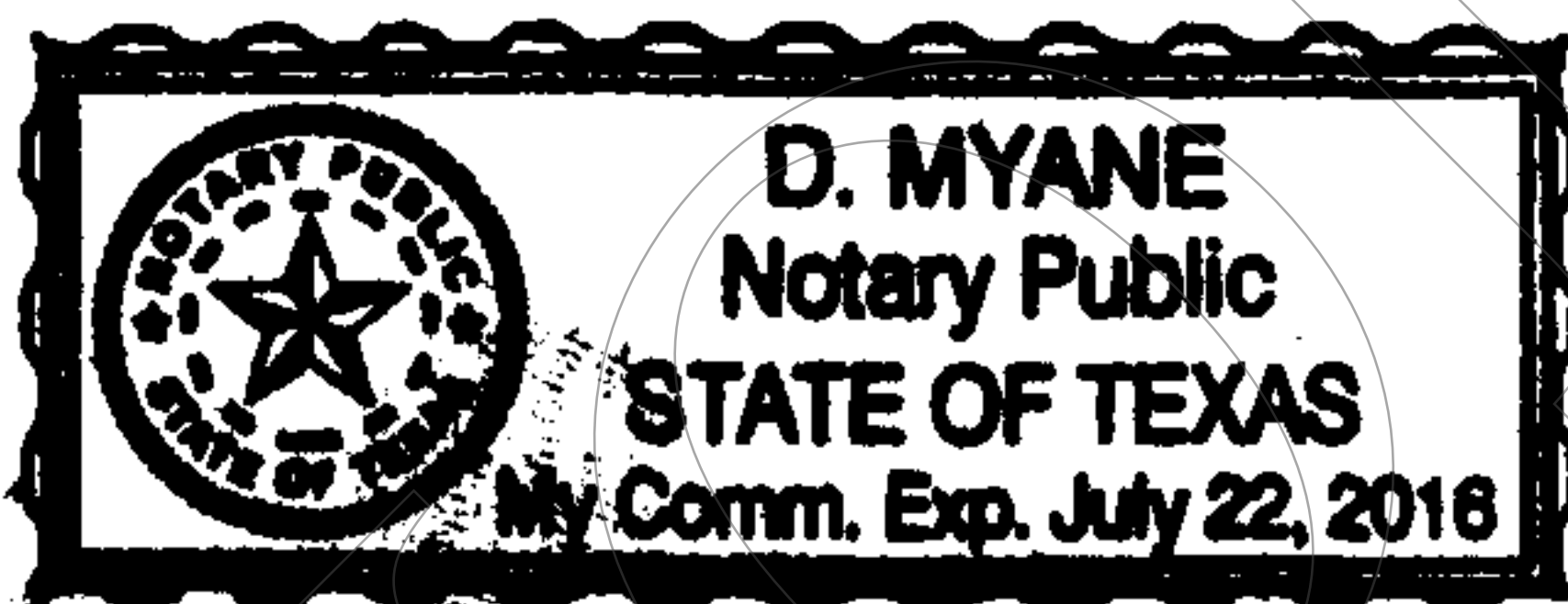


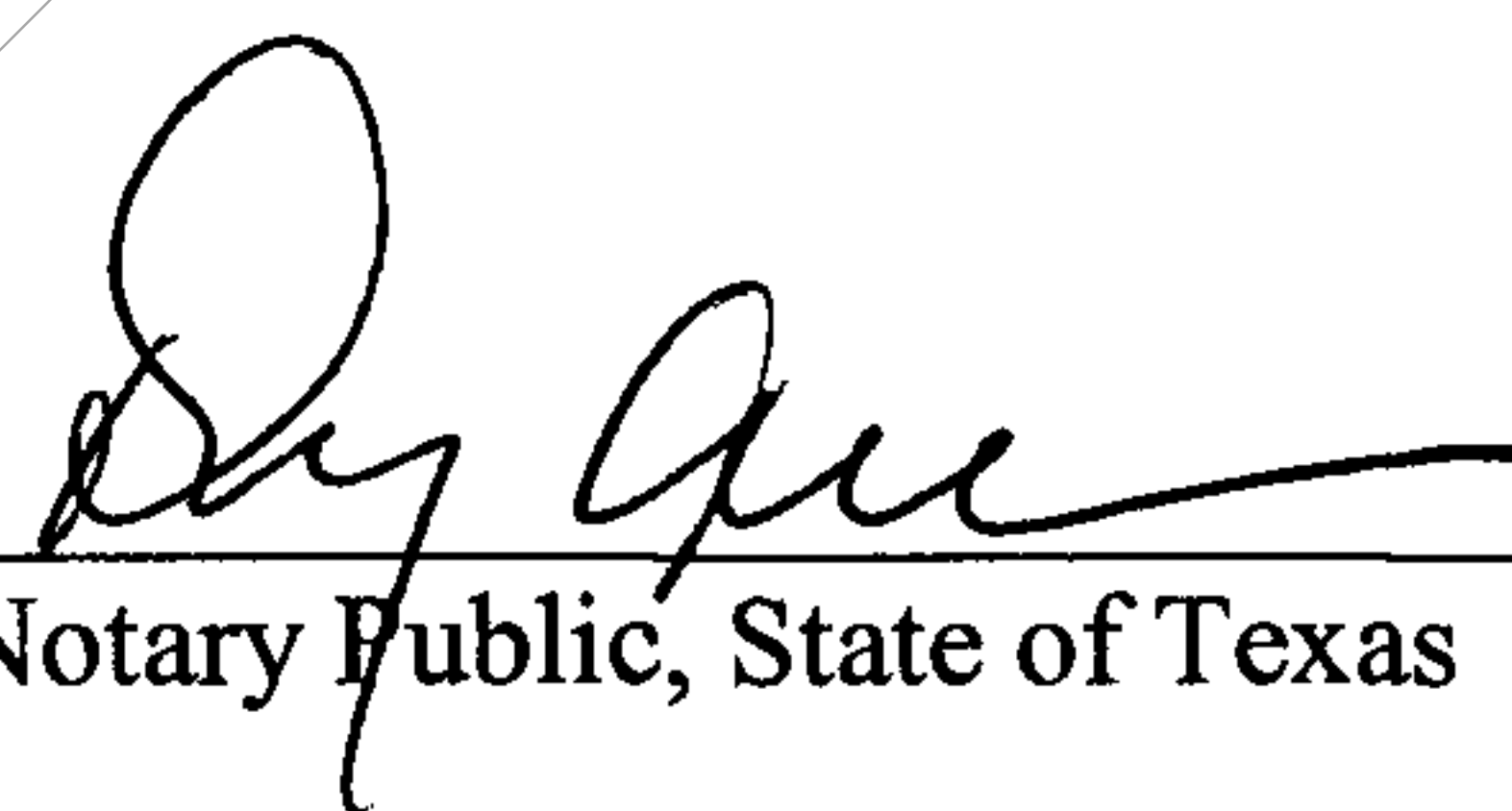
  
\_\_\_\_\_  
Notary Public, State of Texas

STATE OF TEXAS            )(

COUNTY OF BLANCO        )(

This instrument was acknowledged before me this 18TH day of September, 2015 by William H. Mayer, Jr., Co-Trustee of the William Henry Mayer and Anita Richards Mayer Living Trust, on behalf of said entity.

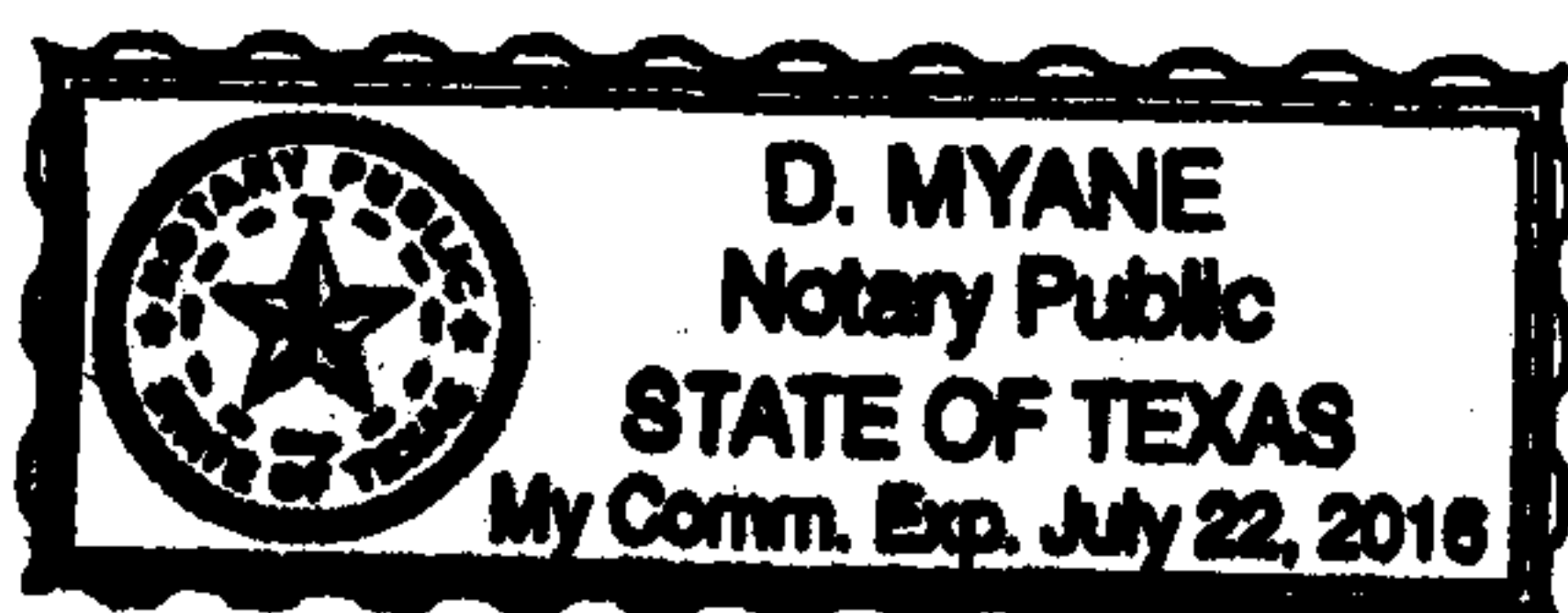


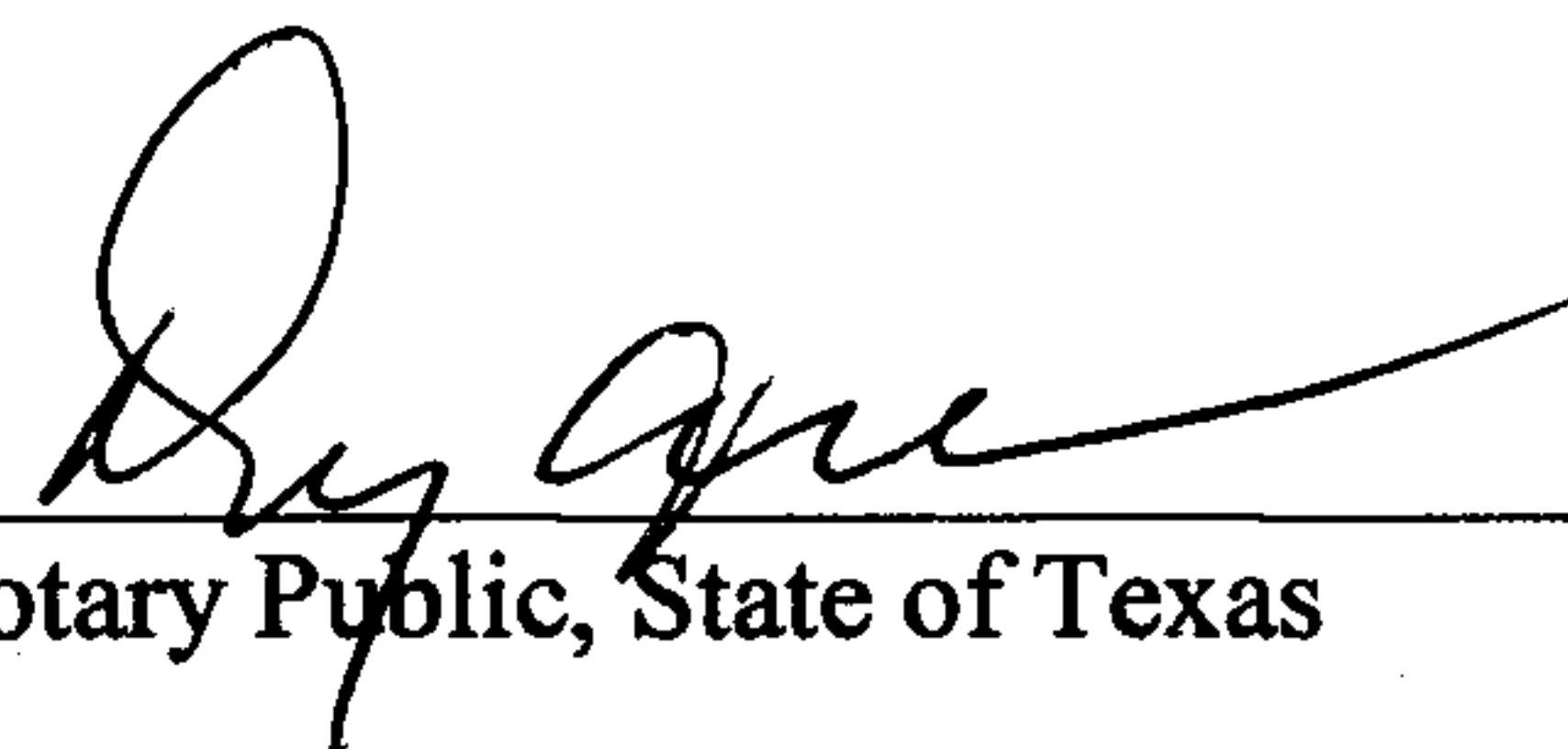
  
\_\_\_\_\_  
Notary Public, State of Texas

STATE OF TEXAS            )(

COUNTY OF BLANCO        )(

This instrument was acknowledged before me this 18TH day of September, 2015 by Cheryl L. Bentley, Co-Trustee of the William Henry Mayer and Anita Richards Mayer Living Trust, on behalf of said entity.

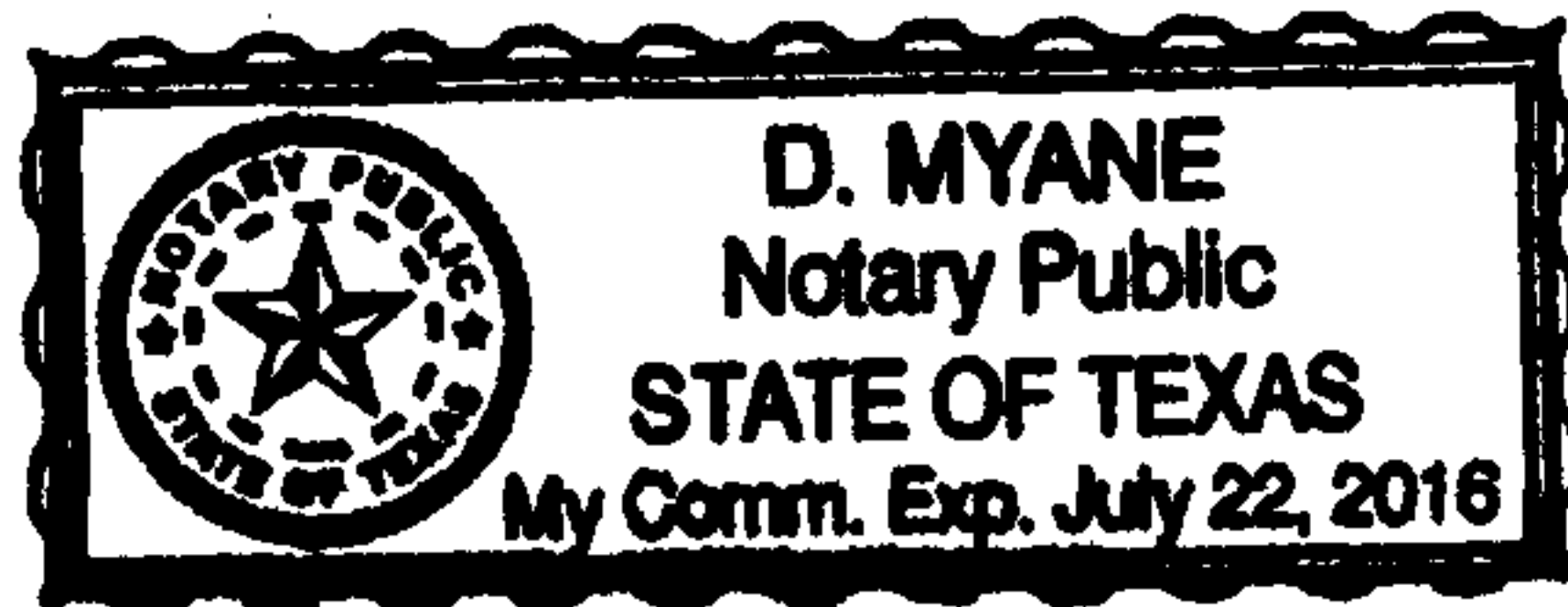


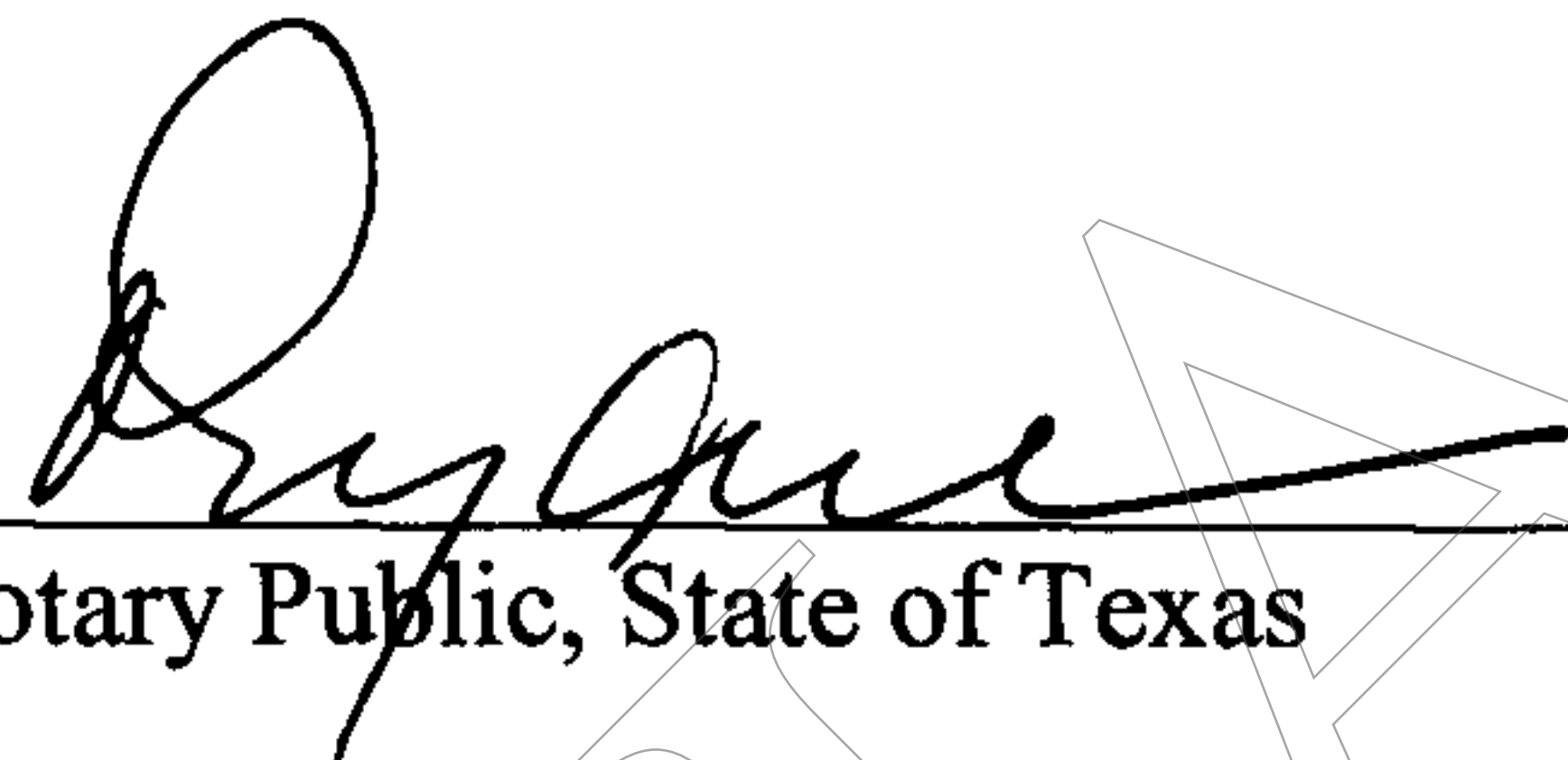
  
\_\_\_\_\_  
Notary Public, State of Texas

STATE OF TEXAS )(

COUNTY OF BLANCO )(

This instrument was acknowledged before me this 18TH day of September, 2015 by  
William H. Mayer, Jr. and Barbara T. Mayer.



  
Notary Public, State of Texas



DEAN C MYANE  
ATTORNEY AT LAW  
PO BOX 787  
BLANCO, TX 78606-0787

AFTER RECORDING RETURN TO:

Mr. and Mrs. William H. Mayer, Jr.  
P. O. Box 1654  
Blanco, Texas 78606



**10.005 Acres**

Field notes of a 10.005 acre tract of land situated in Comal County, Texas out of the John C. Sparks and Daniel P. Sparks Survey No. 120, abstract no. 101 being a portion of a 10.00 acre tract of land conveyed to William H. and Barbara T. Mayer of record in Document No. 200406013404, Official Public Records and being a portion of the remainder of a 116.825 acre tract of land conveyed to William Henry Mayer and Anita Richards Mayer Living Trust of record in Document No. 200006007313, Official Public Records of Comal County, Texas and being more particularly described by metes and bounds as follows: Note: All iron pins set are 1/2" rebar with a yellow plastic cap stamped Baker Surveying.

**Beginning** at a 1/2" iron found with a HLS cap in the southwest Right-of-Way line of Farm to Market Road 32 for the east corner of a 45.691 acre tract of land conveyed to Reid and Smith Enterprises, LC of record in Document No. 200106024821, Official Public Records, the north corner of the remainder of the 116.825 acre tract, this tract and a 5.22 acre Ingress and Egress Easement of record in Document No. 200406013404, Official Public Records of Comal County, Texas.

Thence S 30° 17' 09" E. 70.70 feet with southwest Right-of-Way line of F.M. 32, the northeast line of this tract, the remainder of the 116.825 acre tract and the 5.22 acre easement to a 1/2" iron pin set for the east corner of this tract, from which a Texas Department of Transportation concrete monument found for an angle point of the remainder of the 116.825 acre tract and the 5.22 acre easement, bears S 30° 17' 09" E. 12.19 feet.

Thence with the easterly line of this tract, into the remainder of the 116.825 acre tract and the 5.22 acre easement, the following calls;

1. S 04° 10' 05" W. 407.70 feet to a 1/2" iron pin set for an angle point,  
S 21° 21' 28" E. 1233.80 feet to a 1/2" iron pin set for an angle point, and
2. S 00° 03' 56" W. 1901.18 feet to a 1/2" iron pin set for the southeast corner of this tract.

Thence with the south line of this tract, crossing the 5.22 acre easement, the remainder of the 116.825 acre tract and the 10.00 acre tract, the following calls;

1. N 89° 56' 02" W. 40.02 feet to a 1/2" iron pin set in a west line of the remainder of the 116.825 acre tract, the 5.22 acre easement and the east line of the 10.00 acre tract for an angle point in this tract, from which a 1/2" iron pin found with a Baker Surveying cap for the southeast corner of the 10.00 acre tract and the southwest corner of the 5.22 acre easement, bears S 00° 03' 44" W. 286.41 feet and
2. N 85° 52' 09" W. 501.56 feet to a 1/2" iron pin set in the west line of the 10.00 acre tract and an east line of the remainder of the 116.825 acre tract for the southwest corner of this tract, from which a 1/2" iron pin found with a Baker Surveying cap for the southwest corner of the 10.00 acre tract, bears S 00° 03' 44" W. 285.70 feet.

Thence N 00° 03' 44" E. 585.47 feet with the west line of this tract, the 10.00 acre tract and an east line of the remainder of the 116.825 acre tract to a 1/2" iron pin found with a Baker Surveying cap for the northwest corner of this tract, the 10.00 acre tract and an interior corner of the remainder of the 116.825 acre tract.



Thence N 85° 51' 56" E. 501.62 feet with the north line of this tract, the 10.00 acre tract and a south line of the remainder of the 116.825 acre tract to a 1/2" iron pin found with a Baker Surveying cap in the west line of the 5.22 acre easement for an interior corner of this tract and the northeast corner of the 10.00 acre tract.

Thence N 00° 03' 50" E. 784.36 feet with a west line of this tract, the 5.22 acre easement and crossing the remainder of the 116.825 acre tract to an 80d-nail found for an interior corner of the remainder of the 116.825 acre tract, the southeast corner of the 45.691 acre tract, an angle point in the 5.22 acre easement and this tract.

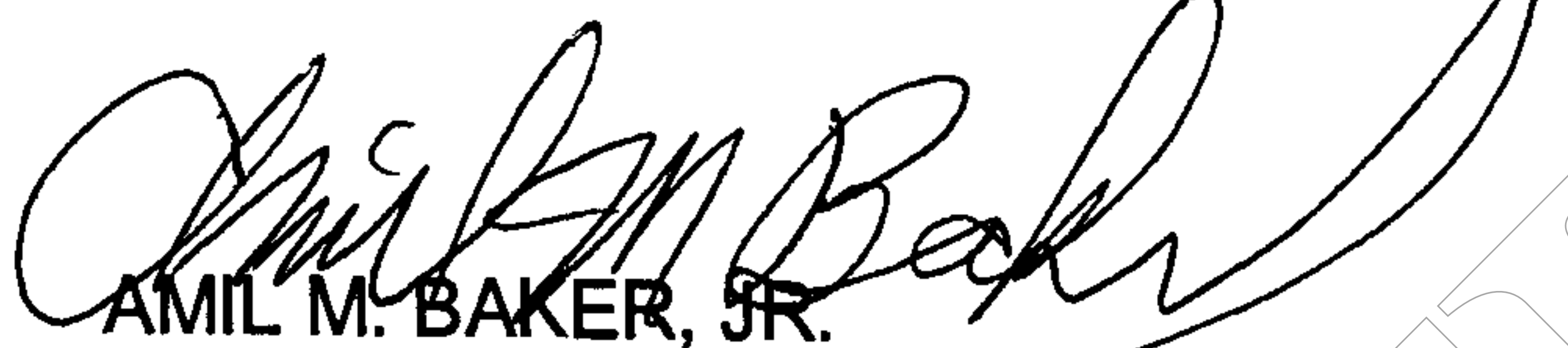
Thence with the west line of this tract, the 5.22 acre easement and the remainder of the 116.825 acre tract, the following calls;

1. N 00° 04' 02" E. 523.75 feet to a 1/2" iron pin found with a HLS cap for an angle point,
2. N 21° 21' 28" W. 1235.29 feet to a 1/2" iron pin found with a HLS cap for an angle point, and
3. N 04° 10' 05" E. 475.06 feet to the **Place of Beginning** and containing 10.005 acres of land according to a survey on the ground on August 01, 2011 by Baker Surveying, Inc.

Job No. 11-067 Mayer

Accompanying Plat Prepared

File:draw2011/11-067 Mayer/10.005AC\_M&B.doc

  
AMIL M. BAKER, JR.

Registered Professional Land  
Surveyor # 1469

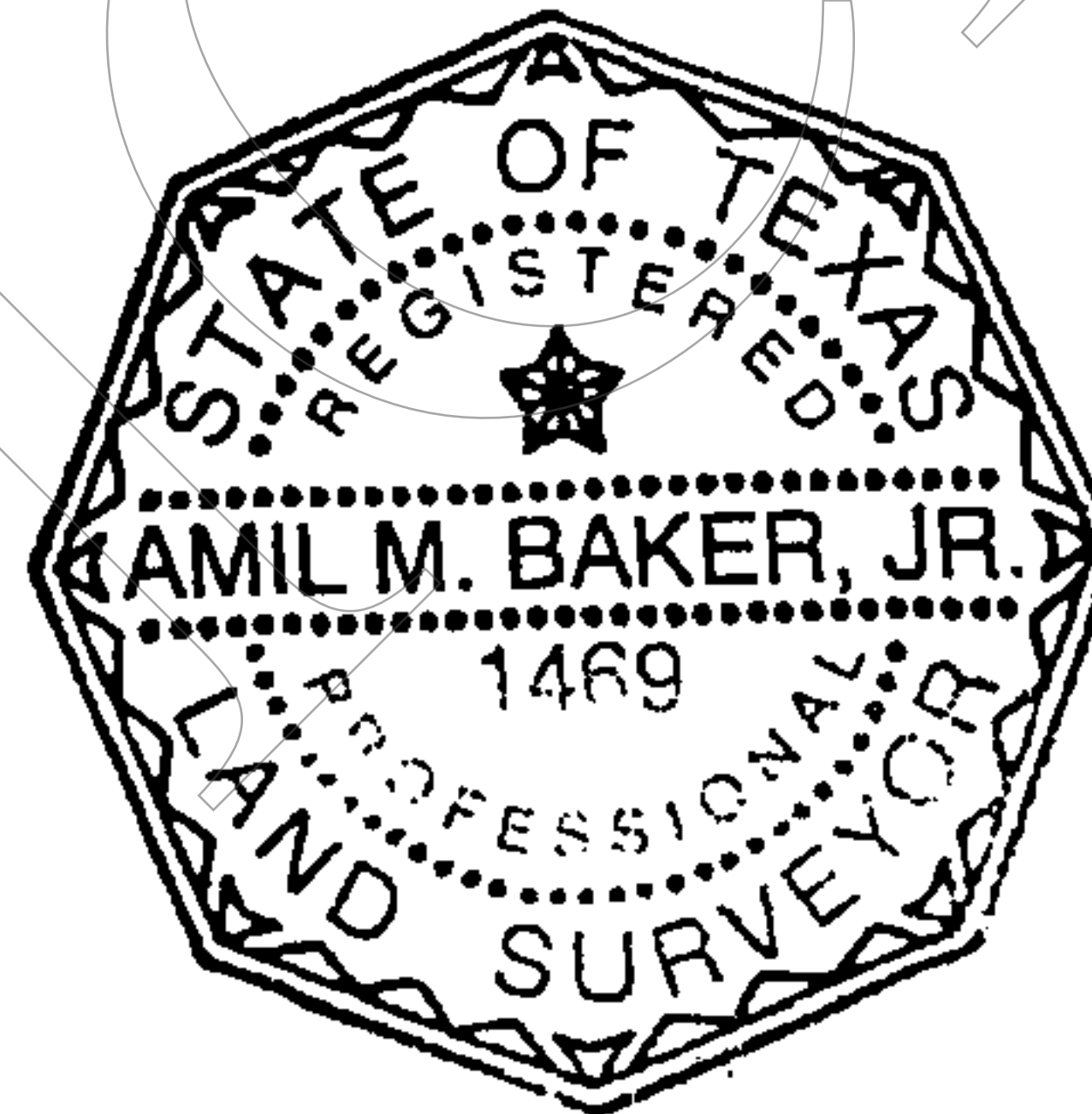


EXHIBIT A page 2



NOTES:

- 1) ALL SET IRON PINS ARE 1/2" DIAMETER REBAR WITH A YELLOW PLASTIC CAP STAMPED "BAKER SURVEYING".
- 2) BASIS OF BEARING IS THE TEXAS COORDINATE SYSTEM, TEXAS SOUTH CENTRAL ZONE 4204, NAD83.
- 3) NO CURRENT TITLE OPINION OF COMMITMENT FOR TITLE INSURANCE WAS FURNISHED AT THE TIME OF SURVEY; THEREFORE, NO CERTIFICATION IS MADE THAT ALL EASEMENTS AND DEDICATIONS OR OTHER ENCUMBRANCES ARE SHOWN ON THIS SURVEY.
- 4) CORRESPONDING METES AND BOUNDS DESCRIPTION ARE PREPARED.
- 5) IMPROVEMENTS ARE NOT SHOWN.
- 6) PROPERTY IS SUBJECT TO ALL COMAL COUNTY ORDINANCES AND RESTRICTIONS.

45.691 ACRES  
REID & SMITH ENTERPRISES, LC  
DOCUMENT NO. 200106024821

PLAT SHOWING:

SURVEY OF A 10.005 ACRE TRACT OF LAND SITUATED IN COMAL COUNTY, TEXAS OUT OF THE JOHN C. SPARKS AND DANIEL P. SPARKS SURVEY NO. 120, ABSTRACT NO. 101 BEING A PORTION OF A 10.00 ACRE TRACT OF LAND CONVEYED TO WILLIAM H. AND BARBARA T. MAYER OF RECORD IN DOCUMENT NO. 200406013404, OFFICIAL PUBLIC RECORDS AND BEING A PORTION OF THE REMAINDER OF A 116.825 ACRE TRACT OF LAND CONVEYED TO WILLIAM HENRY MAYER AND ANITA RICHARDS MAYER LIVING TRUST OF RECORD IN DOCUMENT NO. 200006007313, OFFICIAL PUBLIC RECORDS OF COMAL COUNTY, TEXAS.

45.691 ACRES  
REID & SMITH ENTERPRISES, LC  
DOCUMENT NO. 200106024821

REMAINDER OF A 116.825 ACRE  
WILLIAM HENRY MAYER & ANITA  
RICHARDS MAYER LIVING TRUST  
DOCUMENT NO. 200006007313

10.005 ACRES  
10.00 ACRES  
WILLIAM H. & BARBARA T. MAYER  
DOCUMENT NO. 200406013404  
REMAINDER OF A 116.825 ACRE  
WILLIAM HENRY MAYER & ANITA  
RICHARDS MAYER LIVING TRUST  
DOCUMENT NO. 200006007313

10.00 ACRES  
WILLIAM H. &  
BARBARA T. MAYER  
DOCUMENT NO.  
200406013404

REMAINDER OF A 116.825 ACRE  
WILLIAM HENRY MAYER & ANITA  
RICHARDS MAYER LIVING TRUST  
DOCUMENT NO. 200006007313

1/2" IRON PIN  
FOUND W/HLS CAP

S30°17'09"E  
70.70'

1/2" IRON  
PIN FOUND  
W/HLS CAP

1/2" IRON  
PIN FOUND  
W/HLS CAP

1/2" IRON  
PIN FOUND  
W/HLS CAP

1/2" IRON  
PIN FOUND  
W/HLS CAP

80d-NAIL  
FOUND

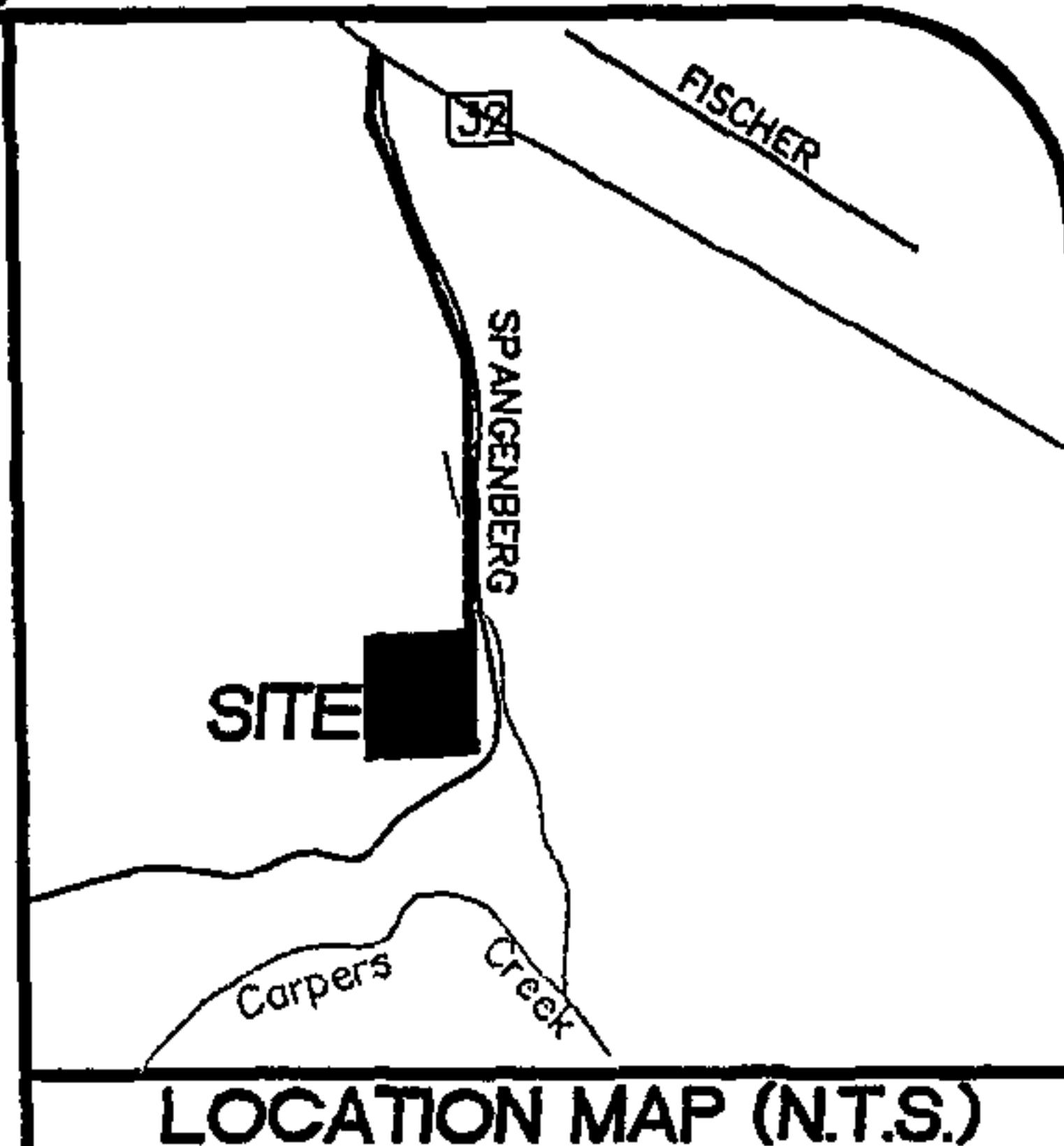
1/2" IRON PIN  
FOUND W/BAKER  
SURVEYING CAP

1/2" IRON PIN  
FOUND W/BAKER  
SURVEYING CAP

1/2" IRON PIN  
FOUND W/BAKER  
SURVEYING CAP

1/2" IRON PIN  
FOUND W/BAKER  
SURVEYING CAP

SCALE:  
1"=200'



ADDRESS: 15215 FM 32

LEGEND

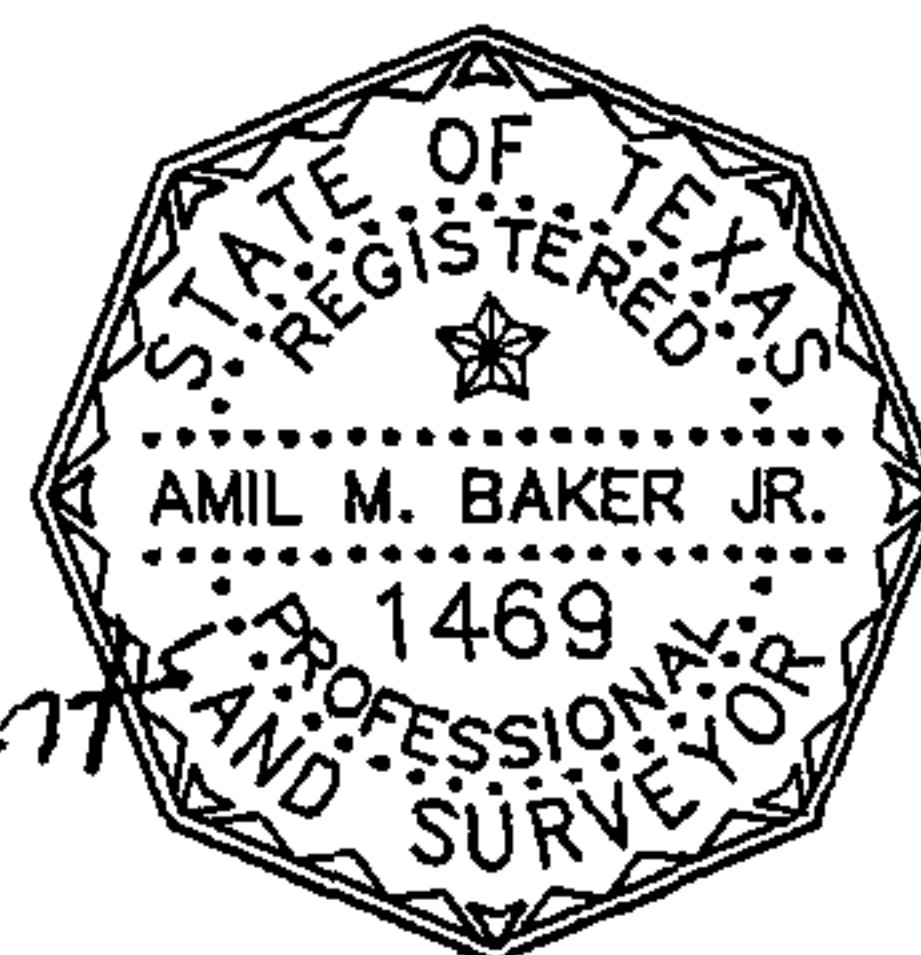
- = SET 1/2" IRON PIN (UNLESS NOTED OTHERWISE)
- = FOUND TEXAS DEPARTMENT OF TRANSPORTATION CONCRETE MONUMENT

80' Easement

80' Easement

REMAINDER OF A 116.825 ACRE  
WILLIAM HENRY MAYER & ANITA  
RICHARDS MAYER LIVING TRUST  
DOCUMENT NO. 200006007313

5.22 ACRE INGRESS/EGRESS ESMT.  
DOCUMENT NO. 200406013404



STATE OF TEXAS :  
COUNTY OF BLANCO:

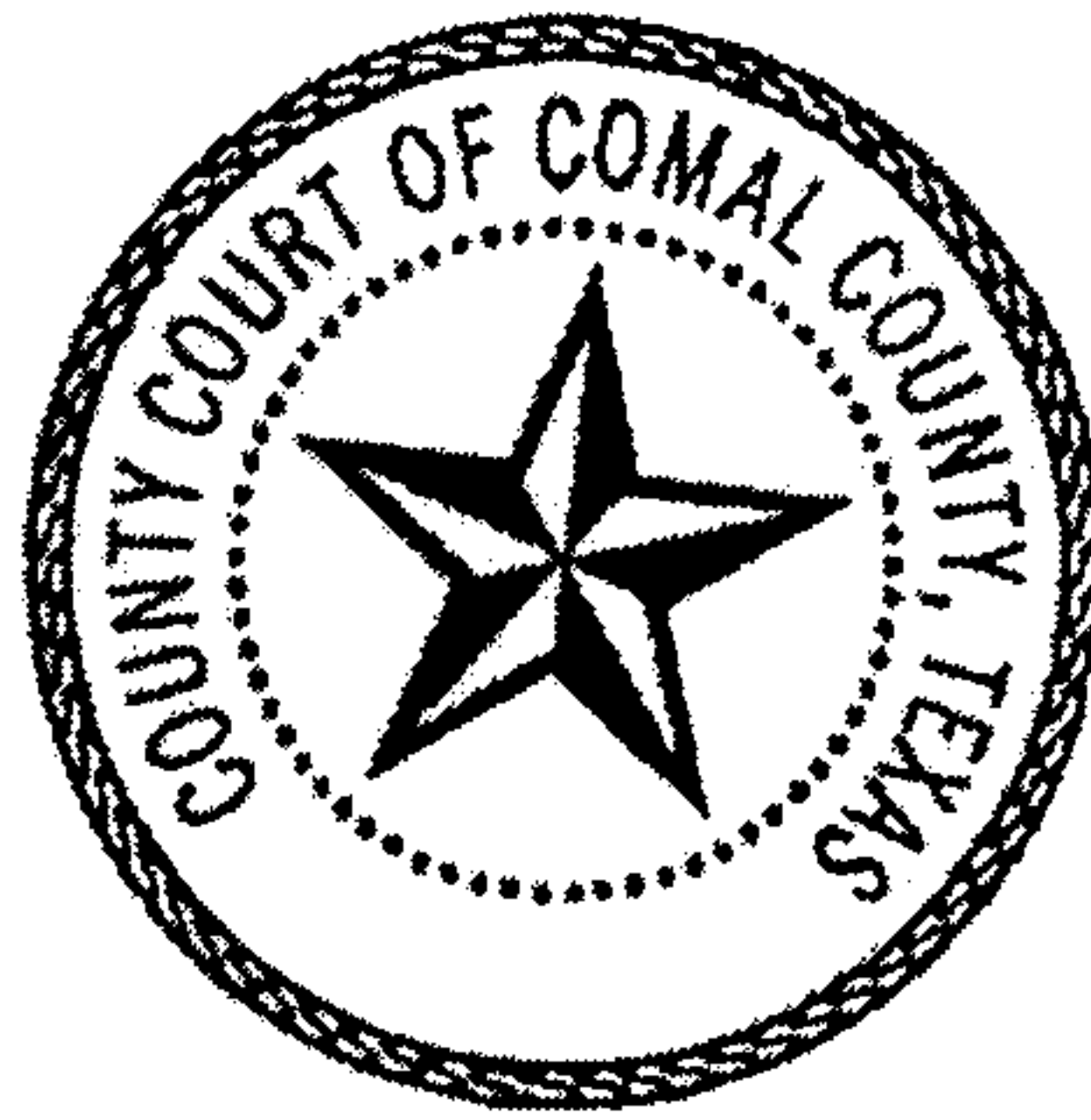
I, AMIL M. BAKER JR., DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND BY PERSONS WORKING UNDER MY SUPERVISION.

*Amil M. Baker Jr.*  
**AMIL M. BAKER JR.**  
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 1469

SURVEYED: AUGUST 01, 2011  
PROJECT NO.: 11-067 MAYER  
DWG No.: N/DRAW 2011/11-067 MAYER/DWG.

EXHIBIT *B*





This page has been added to comply with the statutory requirement that the clerk shall stamp the recording information at the bottom of the last page.

This page becomes part of the document identified by the file clerk number affixed on preceding pages.

Filed and Recorded  
Official Public Records  
Bobbie Koepp, County Clerk  
Comal County, Texas  
09/28/2015 10:31:34 AM  
LAURA 11 Page(s)  
201506038987



*Bobbie Koepp*