

Easement Agreement for Access

Date: December 22, 2014

Grantor: Tom G. Wilkinson and Annette Tiberi

Grantor's Mailing Address:

Grantee: Stacey Blake & Courtenay Nichols

Grantee's Mailing Address:

Dominant Estate Property:

TRACT 1:

12.500 ACRES OF LAND, MORE OR LESS, OUT OF THE JOSE ANTONIO YBARBO SURVEY NO. 421, ABS. 840 IN TRAVIS COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN EXHIBIT "D" ATTACHED HERETO.

Easement Property:

1.539 ACRES OF LAND SITUATED IN TRAVIS COUNTY, TEXAS, OUT OF THE JOSE ANTONIO YBARBO SURVEY 421, ABS. 840, BEING A PORTION OF A 70.00 ACRE TRACT OF LAND DESCRIBED IN A DEED OF RECORD TO TOM WILKINSON AND ANNETTE TIBERI IN DOCUMENT NUMBER 2010087581, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; SAID 1.539 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN EXHIBIT "F" ATTACHED HERETO.

Easement Purpose: For providing free and uninterrupted pedestrian and vehicular ingress to and egress from the Dominant Estate Property, to and from Shady Mountain Road

Consideration: The sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor.

Reservations from Conveyance: None

Exceptions to Warranty: None

Grant of Easement: Grantor, for the Consideration and subject to the Reservations from Conveyance and Exceptions to Warranty, grants, sells, and conveys to Grantee and Grantee's heirs, successors, and assigns an easement over, on, and across the Easement Property for the Easement Purpose and for the benefit of the Dominant Estate Property, together with all and singular the rights and appurtenances thereto in any way belonging (collectively, the "Easement"), to have and to hold the Easement to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs, successors, and assigns to warrant and forever defend the title to the Easement in Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the Easement or any part thereof, except as to the Reservations from Conveyance and Exceptions to Warranty.

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.
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 expense of Holder and every other Holder of the easement hereby granted. Each Holder has the right to eliminate any encroachments into the Easement Property, and must maintain the Easement Property in a neat and clean condition. Each such 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 all Holder's joint discretion, subject to performance of each Holder's obligations under this agreement. Each 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 such Holders 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 any 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.

The decision of the majority of the Holders shall be binding on all other Holders. Each Holder shall bear his percentage share of the cost of improvements and maintenance. The percentage of such cost for each holder is as outlined below. This agreement is binding on all Holders of the easement granted hereby, their heirs, successors and assigns and inures to the benefit of all such Holders and their heirs, successors and assigns. In the event of litigation relating to this agreement, venue shall lie exclusively in Travis County, Texas and the prevailing litigant shall be entitled to seek reimbursement of attorney's fees and costs.

Maintenance Cost Percentages for Each Tract Owner:

Tract 1	12.50 Acres	17.90%
Tract 2	12.50 Acres	17.90%
Tract 3	12.335 Acres	17.66%
Tract 4	12.50 Acres	17.90%
Tract 5	20.00 Acres	28.64%

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 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.

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. *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.

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 shall 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.

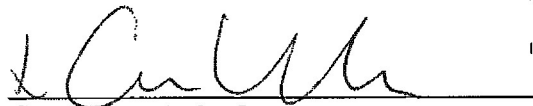
GRANTORS:


Tom G. Wilkinson


Annette Tiberi

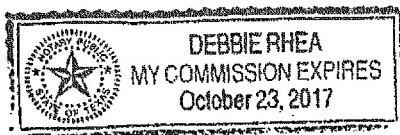
GRANTEES:

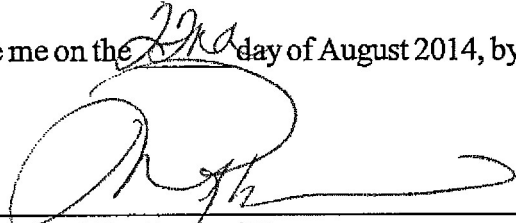

Stacey Blake


Courtenay Nichols

THE STATE OF TEXAS §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the 22nd day of August 2014, by Tom G. Wilkinson and Annette Tiberi.

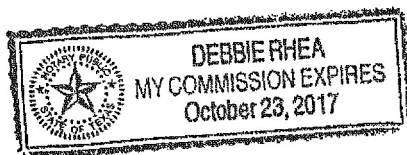


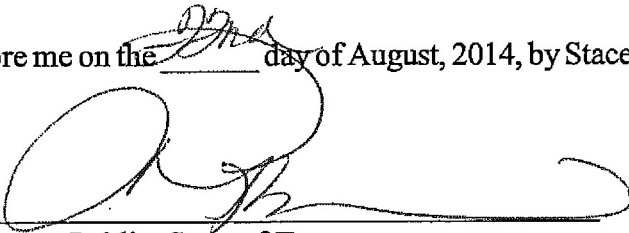


Notary Public, State of Texas

THE STATE OF TEXAS §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the 22nd day of August, 2014, by Stacey Blake and Courtenay Nichols





Notary Public, State of Texas



WILKINSON-TIBERI
TRACT 1
12.500 ACRES

DESCRIPTION OF 12.500 ACRES OF LAND SITUATED IN TRAVIS COUNTY, TEXAS, OUT OF THE JOSE ANTONIO YBARBO SURVEY 421, ABS. 840, BEING A PORTION OF A 70.00 ACRE TRACT OF LAND DESCRIBED IN A DEED OF RECORD TO TOM WILKINSON AND ANNETTE TIBERI IN DOCUMENT NUMBER 2010087581, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; SAID 12.500 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod with G&R cap set at the most northerly corner of said 70.00 Acre Tract for the most northerly corner of the herein described tract;

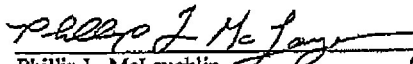
THENCE S61°58'09"E, with the northeasterly line of said 70.00 Acre Tract, a distance of 734.15 feet to an iron rod with G&R cap set for the most easterly corner of the herein described tract;

THENCE S28°01'21"W, over and across said 70.00 Acre Tract, a distance of 739.90 feet to an iron rod with G&R cap set in the northeasterly line of Shady Mountain, a subdivision of record in Book 56, Page 56, Plat Records of Travis County, Texas, for the most southerly corner of the herein described tract;

THENCE continuing with the northeasterly line of said Shady Mountain, and the southwesterly line of said 70.00 Acre Tract, the following two (2) courses:

1. N62°15'11"W, a distance of 232.16 feet to a 1/2" iron rod found;
2. N62°14'12"W, a distance of 501.99 feet to a 60d nail found in fence post at the most northerly corner of said Shady Mountain, for the most westerly corner of said 70.00 Acre Tract and the herein described tract;

THENCE N28°01'21"E, with the northwesterly line of said 70.00 Acre Tract, a distance of 743.40 feet to the **POINT OF BEGINNING**, containing an area of 12.500 acres of land, more or less.


Phillip L. McLaughlin 07-15-14
Registered Professional Land Surveyor
State of Texas No. 5300

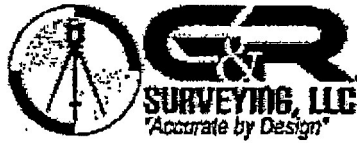


Bearings are based on the Texas Coordinate System, NAD 83, Central Zone.
G&R Surveying Project No. 14199 Attachments: 14199_GR-BND-TRACT 1-EX

"Exhibit 

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**WILKINSON-TIBERI
ACCESS EASEMENT
1.539 ACRES**

DESCRIPTION OF 1.539 ACRES OF LAND SITUATED IN TRAVIS COUNTY, TEXAS, OUT OF THE JOSE ANTONIO YBARBO SURVEY 421, ABS. 840, BEING A PORTION OF A 70.00 ACRE TRACT OF LAND DESCRIBED IN A DEED OF RECORD TO TOM WILKINSON AND ANNETTE TIBERI IN DOCUMENT NUMBER 2010087581, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; SAID 1.539 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at an iron rod with G&R cap set at the most northerly corner of said 70.00 Acre Tract;

THENCE S61°58'09"E, with the northeasterly line of said 70.00 Acre Tract, a distance of 2902.55 feet to an iron rod with G&R cap set;

THENCE S28°01'21"W, over and across said 70.00Acre Tract, a distance of 699.86 feet to an iron rod with G&R cap set for the most easterly corner and **POINT OF BEGINNING** of the herein described tract;

THENCE S28°01'21"W, continuing over and across said 70.00Acre Tract, a distance of 30.00 feet to a calculated point in the southwesterly line of said 70.00 Acre Tract, same being the northeasterly line of a 11.952 acre tract of land described in a deed of record to Martin C. Herber in Volume 6473, Page 190, Deed Records of Travis County, Texas, for the most southerly corner of the herein described tract;

THENCE continuing with the southwesterly line of said 70.00 Acre Tract, being in part common with the northeasterly line of said 11.952 Acre Tract, in part common with the northeasterly line of a 50.18 acre tract of land described in a deed of record to Fred C. and Myrna G. Herber Living Trust in Document Number 2013027862, Official Public Records of Travis County, Texas and in part common with the northeasterly line of Shady Mountain, a subdivision of record in Book 56, Page 56, Plat Records of Travis County, Texas; the following ten (10) courses:

1. N61°21'24"W, a distance of 108.21 feet to an iron rod with G&R cap set;
2. N62°22'24"W, a distance of 85.30 feet to an iron rod with G&R cap set;
3. N87°05'24"W, a distance of 39.97 feet to an iron rod with G&R cap set;
4. S74°13'36"W, a distance of 5.60 feet to a 1/2" iron rod found at the most northerly corner of said 11.952 Acre Tract and the most easterly corner of said 50.18 Acre Tract;
5. S84°10'50"W, a distance of 9.65 feet to a fence post;
6. S74°16'32"W, a distance of 165.90 feet to a fence post;
7. N55°55'02"W, a distance of 629.92 feet to a 1/2" iron rod found at the most northerly corner of said 50.18 Acre Tract and the most easterly corner of said Shady Mountain Subdivision;
8. N56°47'35"W, a distance of 614.08 feet to an iron rod with G&R cap set;
9. N04°26'49"E, a distance of 12.36 feet to an iron rod with G&R cap set;

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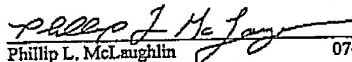
Exhibit "F"



10. N62°15'11"W, a distance of 563.91 feet to an iron rod with G&R cap set for the most westerly corner of the herein described tract;

THENCE over and across said 70.00Acre Tract, the following twelve (12) courses:

1. N28°01'21"E, a distance of 30.00 feet to an iron rod with G&R cap set for the most northerly corner of the herein described tract;
2. S62°15'11"E, a distance of 583.51 feet to an iron rod with G&R cap set;
3. S04°26'49"W, a distance of 14.35 feet to an iron rod with G&R cap set;
4. S56°47'35"E, a distance of 596.55 feet to an iron rod with G&R cap set;
5. S55°55'02"E, a distance of 616.22 feet to an iron rod with G&R cap set;
6. N74°16'32"E, a distance of 154.58 feet to an iron rod with G&R cap set;
7. N84°10'50"E, a distance of 9.63 feet to an iron rod with G&R cap set;
8. N74°13'36"E, a distance of 7.92 feet to an iron rod with G&R cap set;
9. S87°05'24"E, a distance of 51.48 feet to an iron rod with G&R cap set;
10. S62°22'24"E, a distance of 92.14 feet to an iron rod with G&R cap set;
11. S61°21'24"E, a distance of 108.15 feet to the POINT OF BEGINNING, containing an area of 1.539 acres of land, more or less.


Phillip L. McLaughlin 07-23-14
Registered Professional Land Surveyor
State of Texas No. 5300



Bearings are based on the Texas Coordinate System, NAD 83, Central Zone.
G&R Surveying Project No. 14199 Attachments: 14199_GR-ACCESS ESMT-EX

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FILED AND RECORDED
OFFICIAL PUBLIC RECORDS


DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

December 23 2014 10:46 AM

FEE: \$ 54.00 2014190673