

DECLARATION OF PERPETUAL ACCESS EASEMENT

This Declaration of Perpetual Access Easement (this "Declaration") is made as of June 25th, 2014 (the "Effective Date") by HUGH BARR, sole Trustee of the **BARR REVOCABLE TRUST DECLARATION** ("Declarant").

INTRODUCTION

WHEREAS, Declarant is the owner of Lot 69, Block 8, C.B. 4704A, Cross Mountain Ranch, Unit 2, Bexar County, Texas, according to plat thereof recorded in Volume 9200, Page(s) 137-144, Deed and Plat Records of Bexar County Texas (the "Burdened Tract") and Lot 70, Block 8, C.B. 4704A, Cross Mountain Ranch, Unit 2, Bexar County, Texas, according to plat thereof recorded in Volume 9200, Page(s) 137-144, Deed and Plat Records of Bexar County Texas (the "Benefited Tract"); and

WHEREAS, Declarant desires to create a perpetual access easement over and across a portion of the Burdened Tract for the benefit of the Benefited Tract.

DECLARATION

NOW, THEREFORE, Declarant hereby declares that the Burdened Tract shall be held, sold, transferred, conveyed and occupied subject to the easement set forth herein, which shall be binding upon all parties having or acquiring any right, title and interest to the Burdened Tract and shall inure to the benefit of all parties having or acquiring any right, title and interest to the Benefited Tract (the "Beneficiaries").

1. **Access Easement.** There is hereby created a perpetual ingress and egress easement over and across a portion of the Burdened Tract as described by metes and bounds in Exhibit "A" attached hereto and incorporated herein, and as more particularly depicted in Exhibit "B" attached hereto and incorporated herein (the "Easement"), such that the Beneficiaries may utilize the Easement for access to repair and maintain the existing water well located on the Benefited Tract. The Beneficiaries, and their contractors, employees, and agents, shall have the free right of use of the Easement for such purposes.

2. **Construction and Maintenance.** Damage to the surface of the Easement will be repaired by the Beneficiaries, at their expense.

3. **Binding Effect.** The provisions of this Declaration shall be binding upon and inure to the benefit of the Beneficiaries hereto. The Easement shall be a burden on the Burdened Tract, shall be appurtenant to and for the benefit of the Benefited Tract, and shall run with the title to such lands.

4. **Enforcement.** In the event of any violation or threatened violation by any person of the Easement contained in this Declaration, the Beneficiaries shall have the right to enjoin such violation or threatened violation in a court of competent jurisdiction. The right of injunction shall be in addition to all other remedies available at law or in equity.

5. **Partial Invalidity.** If any term of this Declaration or the application of it to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this

Declaration or the application of such term to persons or circumstances, other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Declaration shall be valid and shall be enforced to the extent permitted by law. This Declaration shall be governed by the laws of the State of Texas and venue for any action hereunder shall be in Bexar County, Texas.

6. **No Dedication.** Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Property to the general public or for the general public or for any public purpose whatsoever, it being the intention of the Declarant that this Declaration shall be strictly limited to and for the purposes herein expressed. This Declaration is not intended to create, nor shall it be in any way interpreted or construed to create, any third party beneficiary rights in any person not specifically benefitted by the terms and provisions hereof.

Executed and delivered to be effective on the Effective Date.

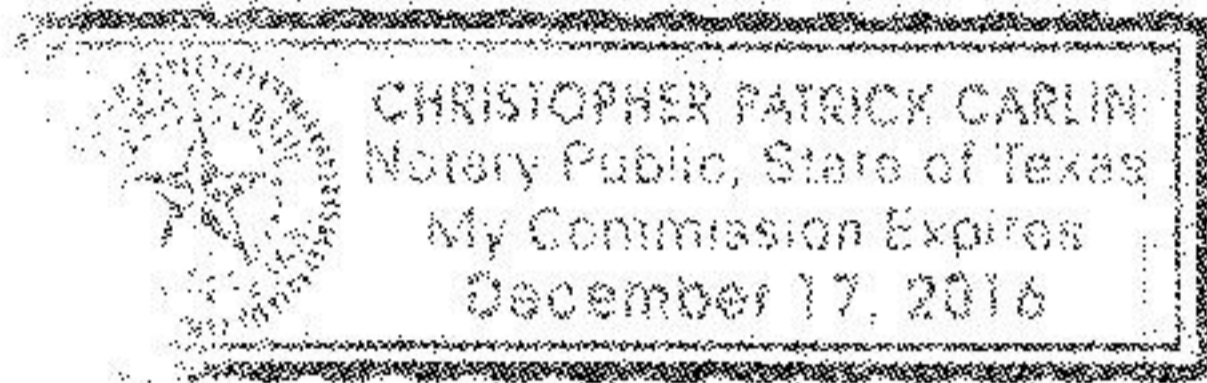
DECLARANT



HUGH BARR, TRUSTEE OF THE
BARR REVOCABLE TRUST
DECLARATION

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

The foregoing was acknowledged before me on the 25th day of June, 2014, by HUGH BARR, as Trustee of the **BARR REVOCABLE TRUST DECLARATION**, a Texas trust, on its behalf.





Notary Public, State of Texas

AFTER RECORDING RETURN TO:
Barr Revocable Trust
9204 Packtrain Pass
San Antonio, Texas 78255

Doc# 20140106657
Pages 4
06/25/2014 4:32PM
e-Filed & e-Recorded in the
Official Public Records of
BEXAR COUNTY
GERARD C. RICKHOFF
COUNTY CLERK
Fees \$34.00

STATE OF TEXAS
COUNTY OF BEXAR
This is to Certify that this document
was e-FILED and e-RECORDED in the Official
Public Records of Bexar County, Texas
on this date and time stamped thereon.
06/25/2014 4:32PM
COUNTY CLERK, BEXAR COUNTY TEXAS



Gerard C. Rickhoff