

## PUBLIC ACCESS EASEMENT

**Effective Date:** April 2, 2015

**Ordinance No.:** \_\_\_\_\_

**Grantor:** I.P.L. Y REDUCCION DE PESO, INC., a Texas corporation,

**Grantor's Mailing Address:** 327 Springside, San Antonio, Texas 78260

**Grantee:** CITY OF SAN ANTONIO

**Grantee's Mailing Address:** CITY OF SAN ANTONIO, PO Box 839966, San Antonio, Texas 78283

**Easement Property:** See Attached Exhibit "A".

**Easement Purpose:** For providing free and uninterrupted pedestrian and vehicular ingress and egress along that portion of the Easement Property.

**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 general public, 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. 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 such claim arises by, through, or under Grantor but not otherwise.

**Terms and Conditions:** The following terms and conditions shall apply to the Easement granted by this agreement:

1. *Character of Easements.* The Easement is exclusive, irrevocable subject to the duration in subsection 2, and for the benefit and use of the general public for ingress and egress along the Easement Property.

2. *Duration of Easement.* The duration of the Easement shall be the period commencing on the effective date and automatically expiring upon the first of either (i) recordation of an approved subdivision plat (or replat) covering the easement area and providing access in compliance with Chapter 35 of the City Code (Unified Development Code) or (ii) if the Easement Property once again becomes public right-of-way pursuant to the terms of the Ordinance.

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 Grantee for the Easement Purposes. Grantor shall not grant any additional easements, licenses, permits, or other interest that may affect the rights of Grantee unless agreed to in writing by Grantee.

4. *Improvement and Maintenance of Easement Property.* Maintenance of the Easement Property shall be the sole expense of Grantor. Grantee has the right to eliminate any encroachments into the Easement Property. Grantor must maintain the Easement Property in a neat and clean condition. During the term of this Easement, Grantor has the right to develop the easement Property in accordance with a City of San Antonio approved replat of said property. Grantee has the right to remove or relocate any fences within the easement property or along or near its boundary lines if reasonably necessary to continue the purposes of this easement. On written request by Grantee, 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.

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 the County or Counties in which the easement property is located.

8. *Counterparts.* This Agreement may be executed in any number of counterparts with the same effect as if 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 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.

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. *Entire Agreement.* This agreement and any exhibits are the entire agreement of the parties concerning the Easement Property and the grant of the Easement by Grantor to Grantee. Grantor represents that (i) it owns the property over which this easement is granted and (ii) it is a Texas corporation, duly organized, validly existing, and in good standing under the laws of the State of Texas with authority to grant this easement to Grantee. There are no representations, agreements, warranties, or promises other than those in this agreement 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.

12. *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 this 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.

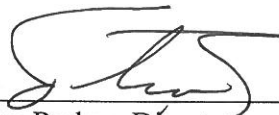
13. *Notices.* Any notice required or permitted under this agreement must be in writing. Any notice required by this agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, 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.

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

15. *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 holidays, the date for performance will be the next following regular business day.

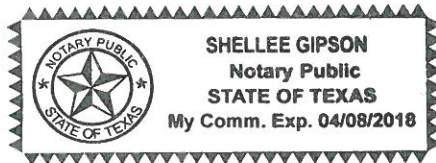
**GRANTOR:**

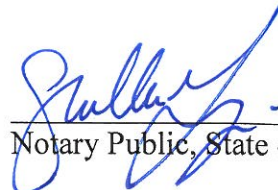
**I.P.L. Y REDUCCION DE PESO, INC.  
A Texas Corporation**

By:   
Elsa Parker, Director

THE STATE OF TEXAS    §  
  §  
COUNTY OF BEXAR     §

The foregoing instrument was acknowledged before me this the 26<sup>th</sup> day of Feb., 2015, by Elsa Parker, as the Director of I.P.L. Y Reduccion de Peso, Inc., a Texas corporation, on behalf of said corporation.



  
Notary Public, State of Texas

## EXHIBIT A

### METES AND BOUNDS DESCRIPTION 15' Alley to be conveyed to the City of San Antonio September 22, 2014

BEING a 3,166 Square Foot tract of land consisting of the northeasterly 210 feet of Lot 14, Block A, New City Block 15,708, in the City of San Antonio, Bexar County, Texas on said map or plat entitled "Fertile Valley Farms Subdivision" in the City of San Antonio, Bexar County, Texas, recorded in Volume 3377, Page 78, Deed and Plat Records, Bexar County, Texas, said 3,166 Square Foot tract being more particularly described as follows;

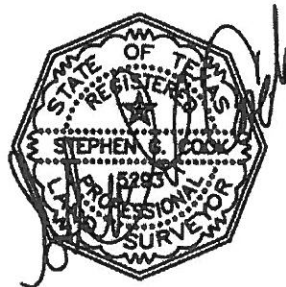
Beginning at a 1/2" iron rod set in the southerly line of said 15' Alley for the most northerly corner of said Lot 14 and the most northerly corner of the herein described tract;

THENCE S 28° 27' 51" E 210.50 feet along the northeasterly line of said Lot 14 to a 1/2" iron rod set in the northwesterly Right-of-way line of said Durham (an unconstructed street) for the most easterly corner of the herein described tract;

THENCE S 61° 30' 47" W 15.08 feet along the northeasterly Right-of-way line of said Durham (an unconstructed street) to a 1/2" iron rod set for the most southerly corner of the herein described tract;

THENCE N 28° 27' 51" W 210.50 feet across said Lot 14 to a 1/2" iron rod set in the northwesterly line of said Lot 14 for the most westerly corner of the herein described tract;

THENCE N 61° 33' 31" E 15.00 feet along the northwesterly line of said Lot 14 to the POINT OF BEGINNING.



SGCE # 999-777-595E