

SCANNED

LT1-81-20090047518-1

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.

UTILITY EASEMENT

STATE OF TEXAS §  
COUNTY OF BEXAR §

LT2-13901-1632-6

WHEREAS, THE CITY OF UNIVERSAL CITY, TEXAS ("Grantee") agrees to abandon and release an alley as described in that certain ABANDONMENT AND RELEASE OF 0.098 ACRE OF ALLEY of even date herewith;

WHEREAS, it is necessary for Grantor to acquire a utility easement ("Easement") on, over and across the abandoned alley, which alley is described by metes and bounds in Exhibit "A" attached hereto and made a part hereof ("Easement Property"); and

WHEREAS, the Board of Trustees of the Judson Independent School District ("Grantor"), has agreed to grant such easement to Grantee for the consideration and upon the terms and provisions hereinafter set forth.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) cash in hand and other good and valuable consideration paid by Grantee to the Grantor, the receipt and sufficiency of which is hereby acknowledged and confessed, Grantor, does hereby grant unto Grantee, and unto its successors and assigns, a nonexclusive easement for the purpose of constructing, maintaining, operating, repairing, rebuilding, relocating, replacing, and removing underground utilities and related appurtenances on the Easement Property of the Grantors described in Exhibit "A" attached hereto. This Easement shall be perpetual.

THERE IS EXPRESSLY RESERVED to the Grantor, its heirs and assigns, right to use fully all of the Property covered hereby for any purpose not inconsistent with the rights granted to Grantee, its successors and assigns, which reserved rights in and to the Easement Property by the Grantors shall be at all times subject and subservient to the easement rights granted hereunder.

PROVIDED THAT, no structure of any kind or character may be constructed by Grantors on Easement Property, and no filling, drilling, mining, exploration for or development of oil, gas and other minerals may be conducted on the Easement Property by Grantors, or in such a way as to so interfere with the use thereof, except as may be provided below in the Special Terms and Conditions.

TO HAVE AND TO HOLD the said Property, upon and subject to the following Special Terms and Conditions, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee, its successors and assigns, for the purposes aforesaid, forever; and the Grantors do hereby bind themselves, their heirs and assigns, to Warrant and Forever Defend all and singular, the said premises unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming, or to claim the same or any part thereof when the claim is by, through or under Grantor, but not otherwise.

**SPECIAL TERMS AND CONDITIONS**

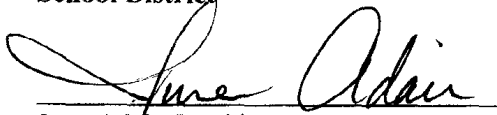
1. Grantee, and its successors and assigns, are granted the right to assign this easement, or any part thereof of interest therein, and/or rights granted hereunder, so the each assignee or owner shall have the full rights and privileges herein granted to be owned and enjoyed in common or severally only upon written consent of Grantor, which consent will not be unreasonable withheld.
2. Grantee, its successors and assigns, shall have the right of ingress and egress on, over and along the area described in Exhibit "A" as a permanent easement for any and all purposes necessary and incident to the exercise by Grantee of the rights hereunder.
3. Any and all costs and expenses associated with the construction, installation, repair and maintenance of underground utilities, as needed from time to time, shall be borne entirely by the Grantee. The construction, installation, maintenance, repair and maintenance of the utilities shall be performed with as little disruption as reasonably possible to the Easement Property.
4. Reservations from and Exceptions to conveyance:

THE EASEMENT IS CONVEYED TO AND ACCEPTED BY GRANTEE IN ITS PRESENT CONDITION, AS IS, WHERE IS, WITH ALL FAULTS AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED.

IN WITNESS WHEREOF, this instrument is executed this 12<sup>th</sup> day of February, 2009.

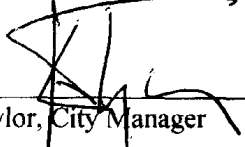
**GRANTOR:**

**Board of Trustees of Judson Independent School District**

  
June Adair, President

**GRANTEE:**

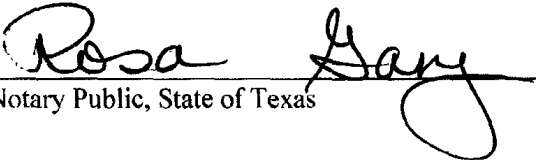
**THE CITY OF UNIVERSAL CITY**

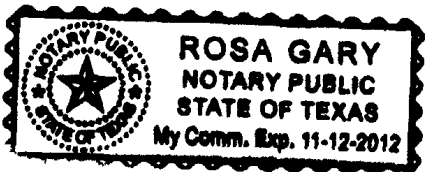
  
Ken Taylor, City Manager

STATE OF TEXAS §  
COUNTY OF BEXAR §

BEFORE ME, a Notary Public, on this day personally appeared JUNE ADAIR, known to me to be the person whose name is subscribed to the foregoing instrument, and having been sworn, upon her oath stated that she is the President of the Board of Trustees of the Judson Independent School District; that she was authorized to execute such instrument pursuant to resolution of the Board of Trustees adopted on Feb 12<sup>th</sup> [date]; and that said instrument is executed as the free and voluntary act and deed of such governmental unit for the purposes and consideration expressed therein.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 12<sup>th</sup> day of February, 2009.

  
Notary Public, State of Texas



STATE OF TEXAS           §  
COUNTY OF BEXAR       §

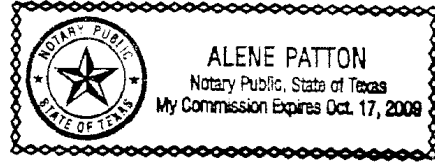
BEFORE ME, the undersigned authority, on this day personally appeared Ken Taylor, City Manager of the City of Universal City, Texas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein states and as the act and deed of said City.

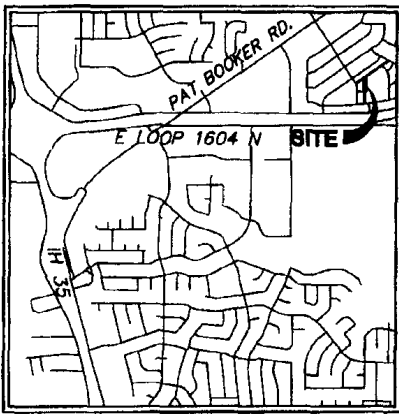
Given under my hand and seal of office on this 27<sup>th</sup> day of February 2009.

*Alene Patton*

Notary Public, State of Texas

AFTER RECORDING RETURN TO:  
City of Universal City  
City Clerk's Office  
2150 Universal City Blvd.  
Universal City, TX 78148

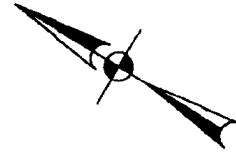




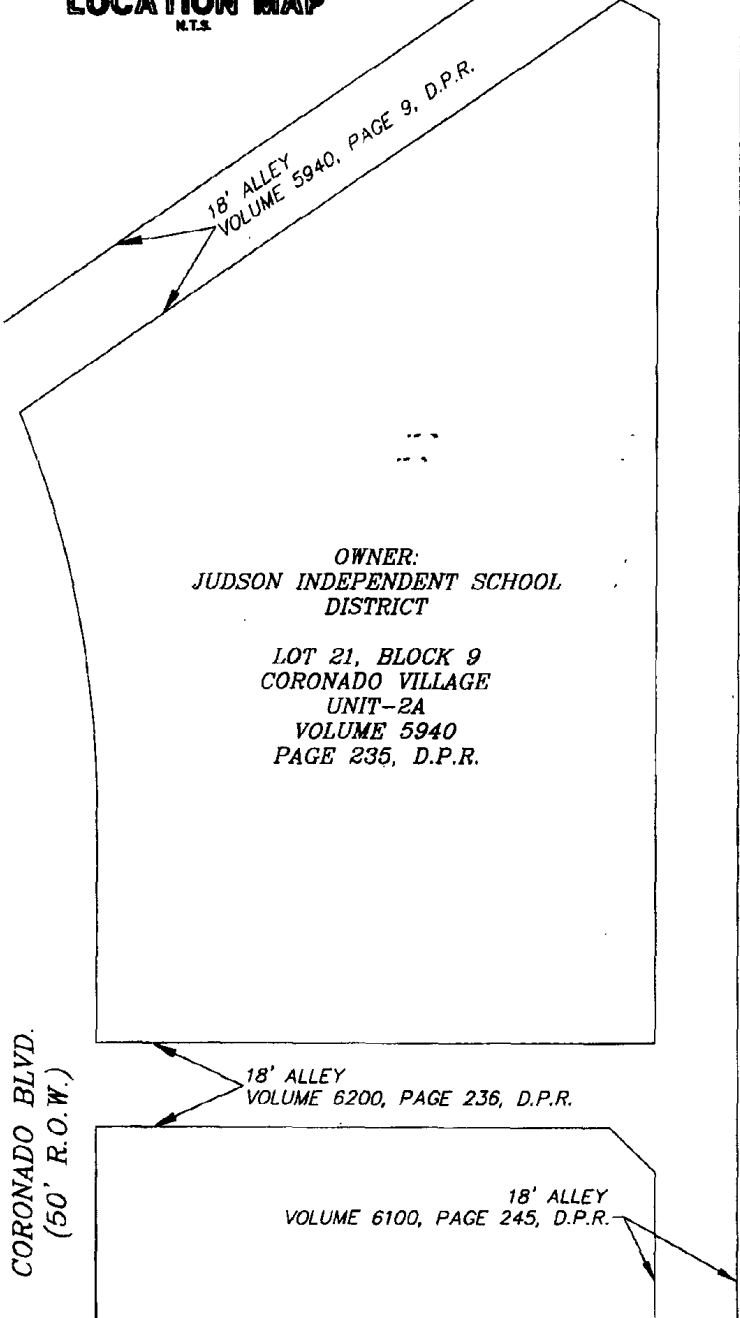
**LOCATION MAP**  
M.T.S.

**ABBREVIATIONS**

D.P.R. DEED AND PLAT RECORDS OF  
BEXAR COUNTY, TEXAS  
R.O.W. RIGHT-OF-WAY



( IN FEET )  
1 inch = 40 ft.



OWNER:  
JUDSON INDEPENDENT SCHOOL  
DISTRICT

LOT 21, BLOCK 9  
CORONADO VILLAGE  
UNIT-2A  
VOLUME 5940  
PAGE 235, D.P.R.

OWNER:  
JUDSON INDEPENDENT  
SCHOOL DISTRICT

CORONADO VILLAGE  
ELEMENTARY SCHOOL

LOT 16, BLOCK 9  
CORONADO VILLAGE  
UNIT-3  
VOLUME 6100  
PAGE 245, D.P.R.

CORONADO BLVD.  
(50' R.O.W.)

18' ALLEY  
VOLUME 6200, PAGE 236, D.P.R.

18' ALLEY  
VOLUME 6100, PAGE 245, D.P.R.

**PAPE-DAWSON  
ENGINEERS**

**EXHIBIT 'A'**

JOB No.: 7143-00

Doc# 20090047517 Fees: \$44.00  
03/18/2009 10:01AM # Pages 8  
Filed & Recorded in the Official Public  
Records of BEXAR COUNTY  
GERARD RICKHOFF COUNTY CLERK

**RECORDER'S MEMORANDUM**  
AT THE TIME OF RECORDATION, THIS  
INSTRUMENT WAS FOUND TO BE INADEQUATE  
FOR THE BEST PHOTOGRAPHIC REPRODUCTION  
BECAUSE OF ILLEGIBILITY, CARBON OR  
PHOTO COPY, DISCOLORED PAPER ETC.

Any provision herein which restricts the sale, or use of the described real property because of race is invalid and unenforceable under Federal law STATE OF TEXAS, COUNTY OF BEXAR  
I hereby certify that this instrument was FILED in File Number Sequence on this date and at the time stamped hereon by me and was duly RECORDED in the Official Public Record of Real Property of Bexar County, Texas on:

MAR 18 2009



*Gerard Rickhoff*  
COUNTY CLERK BEXAR COUNTY, TEXAS