

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.

SPECIAL WARRANTY DEED AND RESERVATION OF EASEMENT AGREEMENT

THE STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF BEXAR §

THIS SPECIAL WARRANTY DEED AND RESERVATION OF EASEMENT AGREEMENT (“**Deed**”) is made and entered into as of this _____ day of _____, 2022, (the “**Effective Date**”) by **SCHERTZ 1518, LTD.**, a Texas limited partnership, (“**Grantor**”) whose address is _____, to and in favor of **THE CITY OF SCHERTZ, TEXAS**, a Texas home rule municipal corporation created and existing under and by virtue of the laws of the State of Texas, situated in Bexar, Comal and Guadalupe County, Texas, (“**Grantee**”) whose address is _____.

WITNESSETH:

That Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other valuable consideration to the undersigned paid by the Grantee herein named, the receipt and sufficiency of which are hereby acknowledged, has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY, unto Grantee, all of the following-described real property in Bexar County, Texas,

Lots 1, Block 1, of Schertz Forest, Unit 1, in the City of Schertz, Bexar County, Texas, according to plat thereof recorded in Volume 9561, Pages 22, Deed and Plat Records of Bexar County, Texas (collectively, the "Property").

TOGETHER with all the tenements, hereditaments, and appurtenances belonging or in anywise appertaining to the Property, except as otherwise set forth herein.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee, its successors and assigns forever; and Grantor does hereby bind itself, its successors and assigns to WARRANT AND FOREVER DEFEND all and singular the Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise. The Property is subject to easements, encumbrances, and

restrictions of record, but reference thereto shall not serve to reimpose the same; and the easement reserved herein and as set forth in the attached Exhibit A

PROVIDED, HOWEVER, that the Property shall be used only for public right-of-way purposes.

AND PROVIDED, HOWEVER, that Grantor hereby reserves a permanent, non-exclusive easement over, under, on, upon, through, and across a portion of the Property for purposes of constructing and maintaining subdivision identification, entry and directional signage, including without limitation temporary access by construction vehicles and equipment, by Grantor and Permittees; provided, however, that the specific portion of the Property reserved shall need not be specifically delineated until such time as construction of the public thoroughfare through the Property by Grantee is completed, said reserved portion intended to be outside of the improved thoroughfare, but visible from the intersection of said thoroughfare with the existing thoroughfare.

- A. The Easement reserved to Grantor and the Permittees hereby includes, without limitation, the right and duty to: (i) construct the Easement improvements in a manner that does not interfere with, hinder, or prevent the installation, operation, or maintenance of roadways, water lines, wastewater lines, or other utilities; and (ii) maintain the Easement at the sole expense of Grantor including the obligation to regularly mow or cut back vegetation and to keep the surface of the Easement free of litter, debris, or trash.
- B. Grantor shall possess and maintain, at all times during the construction, operation, and maintenance of any improvements within the Easement, 1) worker's compensation insurance in the amount of the Texas Statutory Limit, 2) automobile liability insurance of at least \$2,000,000, and 3) general liability insurance in the amount of at least \$2,000,000, in order to protect Grantee from any liability, claims, damages, losses, or expenses arising from or out of in any way connected with the construction, operation, or maintenance of any improvements by Grantor within the Property. Grantee shall be listed as an additional insured on the automobile and general liability policies. Each of the above liability policies shall contain a contractual liability endorsement in favor of Grantee and shall provide that Grantee will receive at least sixty (60) days notice prior to termination of coverage. Said insurance shall also be primary, and not contributory, as to any insurance coverage maintained by Grantee. This provision shall survive termination of any easement reserved in favor of Grantor herein to the extent necessary to protect Grantee from liability arising during the term of such easements. Nothing herein operates as a waiver of Grantee's grant of sovereign immunity or the limits of liability established under Texas law.
- C. Grantor agrees that it shall indemnify, hold harmless, and defend Grantee, its representatives, employees, and elected and appointed officials, from and against all liability, claims, damages, loss, and expenses of any sort including reasonable attorney's fees and costs including appeals, in any way arising out of or resulting from: (i) any tort, intentional action, negligent act, or omission of Grantor, the Permittees, or anyone for whose act or acts either Grantor or the Permittees may be liable, occurring in the Property;

or (ii) the construction, operation, or maintenance of any improvements by Grantor within the Property, except to the extent that any such liability, claims, damages, loss, and expenses arise from the negligence or intentional action of Grantee.

AND Grantor hereby covenants with Grantee that Grantor is lawfully seized of the Property in fee simple, that Grantor has good right and lawful authority to convey the Property, that Grantor hereby fully warrants the title to the Property, and that Grantor will defend the same against the lawful claims of all persons under Grantor but against none other. This conveyance is made by Grantor and accepted by Grantee subject to the Easement retained herein and any matters of record, to the extent, and only to the extent, that the same may still be in force and effect and applicable to the Property. Payment of ad valorem taxes for the current and future years, if any, shall remain the responsibility of Grantor.

[signature pages follow]

EXHIBIT A
EXCEPTIONS

1. The following restrictive covenants of record itemized below:

Those recorded in/under Volume 16736, Page 1150; Volume 16737, Page 300; Volume 16738, Page 130; Volume 16740, Page 675; Volume 17141, Page 2434, Volume 17643, Page 2424; Volume 17643, Page 2431; Volume 17643, Page 2437; Volume 17788, Page 899; Volume 17788, Page 1455, Volume 18238, Page 67; and Document No. 201080248575, Document No. 20190077089, and Document 2190117479, Official Public Records of Bexar County, Texas; and Volume 20001, Pages 1152-1157, Deed and Plat Records of Bexar County, Texas.

2. Standby fees, taxes and assessments by any taxing authority for the year 2019, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year.
3. The following matters and all terms of the documents creating or offering evidence of the matters
 - a. Easements and setback lines as shown on plat recorded in Volume 20001, Pages 1152-1157, Deed and Plat Records of Bexar County, Texas.
 - b. Easements as set out in Article 8 of Declaration recorded in Volume 16736, Page 1150, Official Public Records of Bexar County, Texas.
 - c. Electric Line Right-of-Way Agreement recorded in Volume 3192, Page 461, Real Property Records of Bexar County, Texas.
 - d. Terms, provisions and stipulations as set out in Right of Way Easement to Koch Refining Company recorded in Volume 4661, Page 286, Deed Records of Bexar County, Texas.
 - e. Terms, provisions and stipulations as set out in pipeline easement to Humble Pipe Line Company recorded in Volume 4725, Page 616, Deed Records of Bexar County, Texas.
 - f. Terms, conditions and provisions of Subdivision Improvement Agreement recorded in Document No. 20190115619, Official Public Records of Bexar County, Texas.
 - g. All charges, liens, and assessments payable to The Crossvine Master Community, Inc., including that lien to secure the payment thereof, recorded in/under Volume 16736, Page 1150; Volume 16740, Page 675; and Volume 17643, Page 2424; of the Official Public Records of Bexar County, Texas.