

& C. Railroad Co. Survey, Abstract No. 105, being a portion of the called 1068.43 acre tract described in the deed to The Ranches at Rock Creek, LLC, recorded in Volume 2107, Page 164, Official Public Records of Hill County, Texas, and being more particularly described by metes and bounds on Exhibit "C" and by plat on Exhibit "D" attached hereto and made a part hereof for any and all purposes.

Easement Purpose: For providing pedestrian and vehicular ingress, egress and access to, from and between the Dominant Estate Property and FM 933 and FM 944 along with the non-exclusive right for installation, construction, operation, maintenance, replacement, repair, upgrade, and/or removal of subsurface water lines, electric lines, sewer lines, cable lines, fiber optic lines, communications lines, pipelines, utility lines and other equipment.

Consideration: Ten 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: SUBJECT TO all easements, restrictions, reservations and documents appearing of record affecting the above described property.

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 successors and assigns, a non-exclusive 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 Non-Exclusive Easement to Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's successors and assigns to warrant and forever defend the title to the Non-Exclusive Easement in Grantee and Grantee's successors against every person whomsoever lawfully claiming or to claim the Non-Exclusive 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, its successors and assigns who at any time own the Dominant Estate Property or any interest in the Dominant Estate Property (as applicable, in each case, a "Holder"). "Permittee" shall mean all Holders and the family members, heirs, officers, directors, employees, agents, contractors, subcontractors, customers, vendors, suppliers, visitors, invitees, licensees, designees, tenants, subtenants, and concessionaires of Holders. This Easement is only for the Easement Property as defined herein.

2. *Duration of Easement.* The duration of the Easement is perpetual.

3. *Reservation of Rights.* Grantor reserves for Grantor and Grantor's 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 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.

4. *Improvement and Maintenance of Easement Property.* The Easement Property shall be maintained by Grantor or its successors and assigns. Grantor intends to convey the Easement Property to The Ranches at Rock Creek Property Owners' Association, Inc. and the Association will maintain 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. *Attorney's Fees.* If a 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.

7. *Binding Effect.* This agreement binds and inures to the benefit of the parties and their respective heirs, successors, and permitted assigns.

8. *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 shall be in the State District Courts of the County in which the Easement Property is located.

9. *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.

10. *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.

11. *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.

12. *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.

13. *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.

14. *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.

15. *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.

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

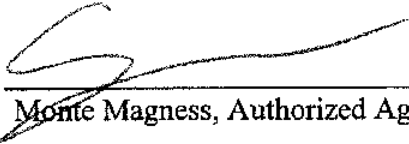
17. *Grantor's Disclaimers.* GRANTOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE CONDITION OR THE FITNESS FOR ANY PARTICULAR PURPOSE OF THE EASEMENT. GRANTOR SHALL NOT BE RESPONSIBLE FOR LATENT DEFECTS, GRADUAL DETERIORATION OR LOSS OF SERVICE OR USE OF THE EASEMENT OR ANY PORTION THEREOF. GRANTOR SHALL NOT BE LIABLE TO GRANTEE OR TO ANYONE ELSE FOR ANY LIABILITY, INJURY, CLAIM, LOSS, DAMAGE OR EXPENSE OF ANY KIND OR NATURE CAUSED DIRECTLY OR INDIRECTLY BY THE INADEQUACY OF THE EASEMENT OR ANY PORTION THEREOF, ANY INTERRUPTION OF USE OR LOSS OF USE OF THE EASEMENT OR ANY PORTION THEREOF OR ANY LOSS OF BUSINESS OR OTHER CONSEQUENCE OR DAMAGE, WHETHER OR NOT RESULTING DIRECTLY OR INDIRECTLY FROM ANY OF THE FOREGOING. GRANTOR SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES WITH RESPECT TO THE EASEMENT.

[Signature follows on next page]

GRANTOR:

The Ranches at Rock Creek, LLC, a Delaware limited liability company

By: American Land Partners, Inc., a Delaware corporation, Manager

By: 
Monte Magness, Authorized Agent


THE STATE OF TEXAS §
 §
COUNTY OF Parker §

CERTIFICATE OF ACKNOWLEDGMENT

Before me, the undersigned Notary Public, on this day personally appeared Monte Magness who is personally known to me (or proved to me through a federal or state issued ID with photo and signature of person identified) to be the person whose name is subscribed to the foregoing instrument, and who has acknowledged to me that he has signed this instrument in the capacity set forth above and that by authority duly given has executed this instrument for the purposes and considerations expressed.

Given under my hand and seal of office on this 13th day of July 2021.




Notary Public in and for The State of Texas

Clear Fork Surveying & Mapping Co., Inc.
P.O. Box 249
103 Vernon Street
Glen Rose, Texas 76450

1068.43 ACRE TRACT

A tract of land in Hill County, Texas, containing 1068.43 acres within the T. J. Heard Survey, Abstract No. 377, the S. S. Pool Survey, Abstract No. 715, and the B.B.B. & C. Railroad Co. Survey, Abstract No. 105 and being all of Tract One, Tract Two, Tract Three, and Tract Four, and a portion of Tract Five and Tract Six described in the deed to C. Rick Shelby and Laura L. Chebuhar, recorded in Instrument No. 2048, Page 838, Official Public Records of Hill County, Texas and being more particularly described as follows:

Beginning at a 5/8 inch iron rod found in the northerly right-of-way line of F.M. Highway 934 for the southwest corner of said Tract One and the southeast corner of the called 100 acre tract described in the deed to Linda D. Kerley, recorded in Volume 1905, Page 44, Official Public Records of Hill County, Texas;

Thence North 30 degrees 46 minutes 58 seconds West with the common line of said Tract One and said 100 acre tract, same being the common line of said B.B.B. & C. RR Co. Survey and said Pool Survey for a distance of 2578.98 feet to a 5/8 inch iron rod found for the northeast corner of said 100 acre tract and southeast corner of said Tract Three;

Thence South 59 degrees 20 minutes 04 seconds West with the south line of said Tract Three and north line of said 100 acre tract for a distance of 1691.07 feet to a 5/8 inch iron rod found at the northwest corner of said 100 acre tract;

Thence South 59 degrees 11 minutes 46 seconds West continuing with the south line of said Tract Three and with the center of Private Road 196 for a distance of 3550.50 feet to 5/8 inch iron rod set for the southwest corner of said Tract Three in the east right-of-way of F.M. Highway 933;

Thence North 30 degrees 52 minutes 24 seconds West with said right-of-way line and the west line of said Tract Three and Tract Four for a distance of 2803.67 feet to a 1/2 inch iron rod found for the northwest corner of said Tract Four and the southwest corner of the called 270.00 acre tract described in the deed to Wildcub LLC, recorded in Volume 1989, Page 63, Official Public Records of Hill County, Texas;

Thence North 59 degrees 42 minutes 21 seconds East with the common line of said Tract Four and said Wildcub tract for a distance of 669.07 feet to a 3 inch steel pipe fence corner post found at an angle point in said line;

Thence North 58 degrees 53 minutes 25 seconds East with the common line of said Wildcub tract and said Tract Three and Tract Four for a distance of 4586.11 feet to a 60D nail found in the southeast face of a 7 inch wood fence corner post for the northeast corner of said Tract Three, the northwest corner of said Tract One, the southwest corner of said Tract Two, and the southeast corner of said 270.00 acre tract and the called 77.00 acre tract described in the deed to Glen A. and Diane B. Wilson, recorded in Volume 2044, Page 247, Official Public Records of Hill County, Texas;

Thence North 30 degrees 53 minutes 27 seconds West with the common line of said Tract Two and said 77.00 acre and 270.00 acre tracts for a distance of 1139.36 feet to a 5/8 inch iron rod found for the common east corner of said 77.00 acre tract and the called 47.23 acre tract described in the deed to Abel and Primitiva Cabrera-Castillo, recorded in Volume 2057, Page 461, Official Public Records of Hill County, Texas;

Thence North 30 degrees 53 minutes 52 seconds West with the common line of said 47.23 acre tract and said Tract Two, also being the east line of said 270.00 acre tract, for a distance of

1076.74 feet to an unmarked point in Rock Creek for the northeast corner of said 47.23 acre tract, from which a 3 inch pipe fence corner post bears South 59 degrees 28 minutes 32 seconds West for a distance of 81.25 feet;

Thence North 31 degrees 22 minutes 09 seconds West with the west line of said Tract Two, Tract Six and said Heard Survey, same being the east line of the J. Toole Survey, Abstract No. 900, for a distance of 2261.72 feet to an old 6 inch wooden fence corner post found for the southeast corner of said Tract Eight;

Thence North 47 degrees 03 minutes 18 seconds East for a distance of 1056.60 feet to a 5/8 inch iron rod set for corner;

Thence North 34 degrees 18 minutes 00 seconds East for a distance of 276.62 feet to a 5/8 inch iron rod set for corner;

Thence North 24 degrees 23 minutes 49 seconds East for a distance of 208.79 feet to a 5/8 inch iron rod set for corner;

Thence North 09 degrees 10 minutes 31 seconds East for a distance of 485.32 feet to a 5/8 inch iron rod set for corner;

Thence North 59 degrees 20 minutes 10 seconds East for a distance of 971.05 feet to a 5/8 inch iron rod set for corner;

Thence North 58 degrees 54 minutes 32 seconds East for a distance of 2136.04 feet to a 5/8 inch iron rod set for corner;

Thence South 27 degrees 22 minutes 36 seconds East for a distance of 375.81 feet to a 5/8 inch iron rod set for corner;

Thence North 73 degrees 30 minutes 11 seconds East for a distance of 476.73 feet to a 5/8 inch iron rod set for corner in the east line of said Tract Five and west right-of-way line of F.M. Highway 3049;

Thence South 30 degrees 39 minutes 00 seconds East with said west right-of-way line and the east line of said Tract Five for a distance of 7.61 feet to a 5/8 inch iron rod set for corner;

Thence South 30 degrees 48 minutes 00 seconds East with said west right-of-way line and the east line of said Tract Five and Tract Two for a distance of 3147.08 feet to a 5/8 inch iron rod set for corner;

Thence South 30 degrees 32 minutes 40 seconds East with said west right-of-way line for a distance of 1679.03 feet to a 5/8 inch iron rod found for the southeast corner of said Tract Two and the northeast corner of the called 2.298 acre tract described in the deed to David L. Bullard and Julie R. Bullard, recorded in Volume 1370, Page 632, Official Public Records of Hill County, Texas;

Thence South 59 degrees 30 minutes 59 seconds West with the common line of said Tract Two and said 2.298 acre tract for a distance of 354.39 feet to a 5/8 inch iron rod found for the northwest corner of said 2.298 acre tract;

Thence South 59 degrees 17 minutes 47 seconds West with the south line of said Tract Two and the north line of the called 92.5 acre tract described in the deed to Beverly Ann Sanders, recorded in Volume 879, Page 220, Deed Records of Hill County, Texas for a distance of 4018.55 feet to a 5/8 inch iron rod set for the common north corner of said 92.5 acre tract and said Tract One;

Thence South 30 degrees 26 minutes 52 seconds East with the common line of said Tract One and said 92.5 acre tract, at a distance of 2218.52 feet passing a cross tie fence corner post found for the southwest corner of said 92.5 acre tract and the northwest corner of the called 100 acre tract described as Tract 1 in the deed to Michael Sanders, recorded in Volume 541, Page 331,

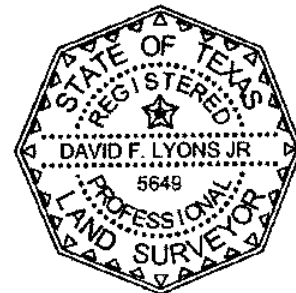
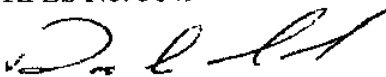
Deed Records of Hill County, Texas, for a distance of 4414.89 feet to a 5/8 inch iron rod set for the southwest corner of said 100 acre tract and the northwest corner of the called 1 acre tract described as Tract 2 in said Michael Sanders deed;

Thence South 30 degrees 31 minutes 36 seconds East with the common line of said 1 acre tract and said Tract One for a distance of 985.99 feet to a 2.5 inch steel pipe fence corner post found in the north right-of-way line of F.M. Highway 934;

Thence South 59 degrees 01 minutes 36 seconds West with said right-of-way line for a distance of 886.01 feet to the point of beginning.

This survey substantially complies with the current Texas Society of Professional Surveyors Manual of Practice requirements for a Category 1A, Condition 4, Land Title Survey.

Surveyed on the ground under
my supervision on March 15th, 2021.
David F. Lyons Jr.
Registered Professional Land Surveyor
RPLS No. 5649



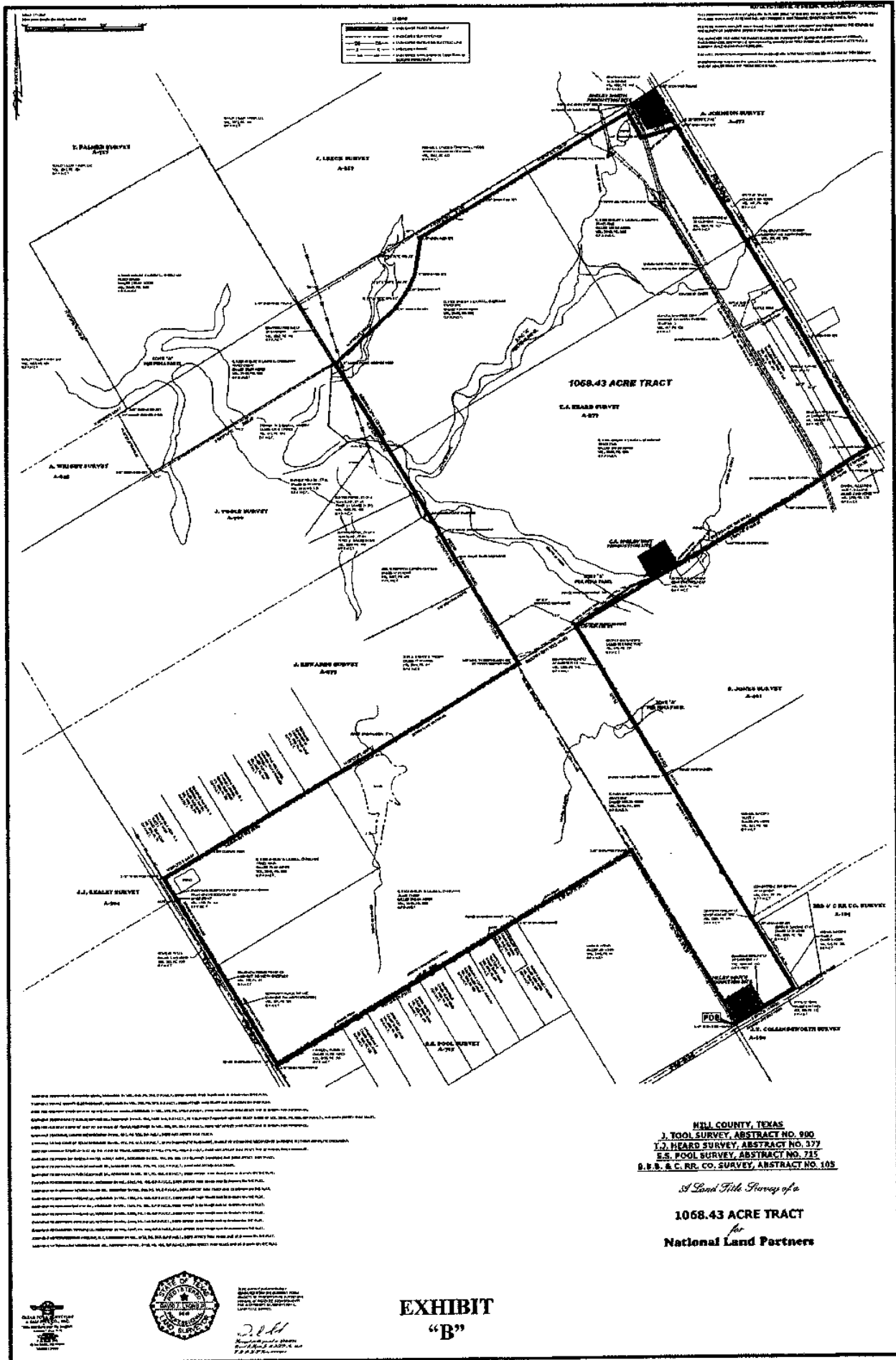


EXHIBIT
"B"

Clear Fork Surveying & Mapping Co., Inc.
P.O. Box 249
103 Vernon Street
Glen Rose, Texas 76450

EASMENT NO. 1, 2.73 ACRES

A strip of land in Hill County, Texas, containing 2.73 acres within the S. S. Pool Survey, Abstract No. 715, being a portion of the called 1068.43 acre tract described in the deed to The Ranches at Rock Creek, LLC, recorded in Volume 2107, Page 164, Official Public Records of Hill County, Texas and being more particularly described as follows:

Beginning at a 5/8 inch iron rod set in the west line of said 1068.43 acre tract and the east right-of-way line of F.M. Highway 933, bearing South 30 degrees 52 minutes 24 seconds East a distance of 938.51 feet from a 1/2 inch iron rod found for the westerly northwest corner of said 1068.43 acre tract and the southwest corner of the called 10.14 acre tract described in the deed to Marshall R. Hicks Jr., and Darla B. Hicks, recorded in Volume 2046, Page 76, Official Public Records of Hill County, Texas;

Thence North 57 degrees 46 minutes 22 seconds East for a distance of 1797.66 feet to a 5/8 inch iron rod set for a corner at the beginning of a curve to the right having a radius of 60.00 feet;

Thence along said curve to the right having a radius of 60.00 feet and an arc length of 314.17 feet, being subtended by a chord of South 32 degrees 13 minutes 38 seconds East for a distance of 60.00 feet to a 5/8 inch iron rod set for a corner;

Thence South 57 degrees 46 minutes 22 seconds West for a distance of 1799.08 feet to a 5/8 inch iron rod set in the west line of said 1068.43 acre tract and the east right-of-way line of F.M. Highway 933;

Thence North 30 degrees 52 minutes 24 seconds West with said right-of-way line and the west line of said 1068.43 acre tract for a distance of 60.02 feet to the point of beginning.

EASMENT NO. 2, 14.33 ACRES

A strip of land in Hill County, Texas, containing 14.33 acres within the S. S. Pool Survey, Abstract No. 715, and the B.B.B. & C. Railroad Co. Survey, Abstract No. 105, being a portion of the called 1068.43 acre tract described in the deed to The Ranches at Rock Creek, LLC, recorded in Volume 2107, Page 164, Official Public Records of Hill County, Texas and being more particularly described as follows:

Beginning at a 5/8 inch iron rod found in the northerly right-of-way line of F.M. Highway 934 for the southerly southwest corner of said 1068.43 acre tract and the southeast corner of the called 100 acre tract described in the deed to Linda D. Kerley, recorded in Volume 1905, Page 44, Official Public Records of Hill County, Texas;

Thence North 30 degrees 46 minutes 58 seconds West with the common line of said 1068.43 acre tract and said 100 acre tract, same being the common line of said B.B.B. & C. RR Co. Survey and said Pool Survey for a distance of 2578.98 feet to a 5/8 inch iron rod found for the northeast corner of said 100 acre tract and southeast corner of said Tract Three;

Thence South 59 degrees 20 minutes 04 seconds West with the south line of said 1068.43 acre tract and north line of said 100 acre tract for a distance of 1691.07 feet to a 5/8 inch iron rod found at the northwest corner of said 100 acre tract;

Thence South 59 degrees 11 minutes 46 seconds West continuing with the south line of said 1068.43 acre tract and with the center of Private Road 196 for a distance of 3550.50 feet to 5/8 inch iron rod set for the westerly southwest corner of said 1068.43 acre tract, in the east right-of-way of F.M. Highway 933;

Thence North 30 degrees 52 minutes 24 seconds West with said right-of-way line and the west line of said 1068.43 acre tract for a distance of 30.00 feet to a 5/8 inch iron rod set for a corner;

Thence North 59 degrees 11 minutes 46 seconds East for a distance of 3550.57 feet to a 5/8 inch iron rod set for a corner;

Thence North 59 degrees 20 minutes 04 seconds East for a distance of 1674.23 feet to a 5/8 inch iron rod set for a corner;

Thence North 31 degrees 27 minutes 53 seconds West for a distance of 380.80 feet to a 5/8 inch iron rod set for a corner;

Thence North 30 degrees 59 minutes 01 seconds West for a distance of 1423.42 feet to a 5/8 inch iron rod set for a corner;

Thence South 60 degrees 01 minutes 26 seconds West for a distance of 1437.74 feet to a 5/8 inch iron rod set for a corner at the beginning of a curve to the right having a radius of 60.00 feet;

Thence along said curve to the right having a radius of 60.00 feet and an arc length of 314.17 feet, being subtended by a chord of North 29 degrees 58 minutes 34 seconds West for a distance of 60.00 feet to a 5/8 inch iron rod set for a corner;

Thence North 60 degrees 01 minutes 26 seconds East for a distance of 1436.69 feet to a 5/8 inch iron rod set for a corner;

Thence North 30 degrees 59 minutes 01 seconds West for a distance of 773.70 feet to a 5/8 inch iron rod set for a corner;

Thence North 17 degrees 08 minutes 41 seconds West for a distance of 162.97 feet to a 60D nail found in the southeast face of a 7 inch wood fence corner post for a reentrant corner of said 1068.43 acre tract, and the southeast corner of the called 77.00 acre tract described in the deed to Glen A. and Diane B. Wilson, recorded in Volume 2044, Page 247, Official Public Records of Hill County, Texas;

Thence North 30 degrees 53 minutes 27 seconds West with the common line of said Wilson tract and said 1068.43 acre tract for a distance of 619.68 feet to an unmarked point at the beginning of a curve to the right having a radius of 60.00 feet, from which a 5/8 inch iron rod set bears South 30 degrees 53 minutes 27 seconds East for a distance of 11.35 feet;

Thence along said curve to the right having a radius of 60.00 feet and an arc length of 282.75 feet, being subtended by a chord of South 75 degrees 53 minutes 26 seconds East for a distance of 84.85 feet to a 5/8 inch iron rod set for a corner;

Thence South 30 degrees 53 minutes 27 seconds East for a distance of 566.91 feet to a 5/8 inch iron rod set for a corner;

Thence South 17 degrees 08 minutes 41 seconds East for a distance of 162.92 feet to a 5/8 inch iron rod set for a corner;

Thence South 30 degrees 59 minutes 01 seconds East for a distance of 2249.60 feet to a 5/8 inch iron rod set for a corner;

Thence South 31 degrees 27 minutes 53 seconds East for a distance of 392.57 feet to a 5/8 inch iron rod set for a corner;

Thence South 72 degrees 35 minutes 42 seconds East for a distance of 25.12 feet to a 5/8 inch iron rod set for a corner;

Thence South 30 degrees 46 minutes 58 seconds East for a distance of 2578.78 feet to a 5/8 inch iron rod set for a corner in the northerly right-of-way line of F.M. Highway 934 and south line of said 1068.43 acre tract;

Thence South 59 degrees 01 minutes 36 seconds West with said right-of-way line for a distance of 60.00 feet to the point of beginning.

Surveyed on the ground under
my supervision on March 15th, 2021.
David F. Lyons Jr.
Registered Professional Land Surveyor
RPLS No. 5649



