

Notice of confidentiality rights: If you are a natural person, you may remove or strike any or all of the following information from this instrument before it is filed for record in the public records: your Social Security number or your driver's license number.

NON-EXCLUSIVE ROAD ACCESS AND UTILITY EASEMENT AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF HAMILTON §

Effective Date: March 4, 2020

Grantor:

LSLP Evant, LLC
110 CR 250, Burnet, Texas 78611

Grantee and Holder of the Easement:

All owners of land from a 523.87 acre tract of land located in Hamilton County, Texas, said 523.87 acre tract of land being more fully described on Exhibit "A" attached hereto and made a part hereof for any and all purposes.

Dominant Estate Property:

A 523.87 acre tract of land located in Hamilton County, Texas, said 523.87 acre tract of land being more fully described on Exhibit "A" attached hereto and made a part hereof for any and all purposes.

Easement Property:

Being 4.33 acres of land, situated in Hamilton County, Texas, out of the **D. ANDREWS SURVEY, ABSTRACT NUMBER 2**, and being out of a 645.92 acre tract of land that is described in a deed from 9812 Holdings, LLC, to LSLP Evant, LLC, recorded in Volume 550 at Page 666, Deed Records of Hamilton County, Texas, and further described on Exhibit "B" 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 CR 421, 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, 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 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 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 Mulberry 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.

[Signatures follow on next page.]

GRANTOR:

LSLP Evant, LLC, a Delaware Limited Liability
Company

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

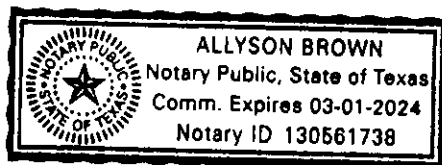
By: *Davy Roberts*
Printed Name: DAVY ROBERTS
Title: Authorized Agent

THE STATE OF TEXAS §
COUNTY OF Hamilton §

CERTIFICATE OF ACKNOWLEDGMENT

Before me, the undersigned Notary Public, on this day personally appeared Davy Roberts, know to me through personal acquaintance or proper identification to be the person whose name is subscribed to the foregoing instrument, and who acknowledged to me that he executed the instrument as the authorized agent for LSLP Evant, LLC, for the purposes and considerations therein expressed.

Given under my hand and seal of office on this 5th day of March
2020.



Allyson Brown
Notary Public in and for
The State of Texas

HUDDESTON SURVEYING & MAPPING, P.C.

107 S. PAGE, P. O. BOX 39, COMANCHE, TEXAS 76442
 325-356-2267 OFFICE, 325-356-2903 FAX
 T.B.P.L.S. FIRM NUMBER 10033700
 shsurveyor@verizon.net

THE STATE OF TEXAS:
 COUNTY OF HAMILTON:

**523.87 ACRE TRACT
 MULBERRY CREEK**

Being 523.87 acres of land, situated in Hamilton County, Texas, out of the D. ANDREWS SURVEY, ABSTRACT NUMBER 2, and being out of a 645.92 acre tract of land that is described in a deed from 9812 Holdings, LLC, to LSLP Evant, LLC, recorded in Volume 550 at Page 666, Deed Records of Hamilton County, Texas, and further described as follows;

BEGINNING, at a 4 inch pipe post found, in the West line of Hamilton County Road Number 421, and being the Northeast corner of said 645.92 acre tract, and being the Southeast corner of a 98.274 acre tract of land that is described in a deed to Patricia Lee Golden and Gilbert Frank Golden, recorded in Volume 495 at Page 1, said Deed Records, for the Northeast corner of this tract;

THENCE, with the West line of Hamilton County Road Number 421 and the East line of said 645.92 acre tract, as follows, S 17° 06' 45" W 2351.96 feet, to a ½ inch iron rod set, S 17° 58' 48" W 1155.15 feet, to a ½ inch iron rod set, S 39° 56' 44" W 254.83 feet, to a ½ inch iron rod set, S 47° 16' 11" W 177.48 feet, to ½ inch iron rod found, S 01° 25' 39" W 74.63 feet, to a ½ inch iron rod found, S 09° 06' 54" E 166.36 feet, to a ½ inch iron rod found, S 01° 53' 38" E 96.22 feet, to a ½ inch iron rod found, S 06° 25' 44" W 471.41 feet, to a ½ inch iron rod set, S 18° 17' 32" W 350.89 feet, to a ½ inch iron rod found, S 16° 02' 18" W 305.49 feet, to a ½ inch iron rod found, S 22° 47' 24" W 179.79 feet, to a ½ inch iron rod found, S 17° 43' 53" W 1371.88 feet, ½ inch iron rod found, S 29° 32' 04" W 66.23 feet, to a ½ inch iron rod set, and S 44° 04' 57" W 16.65 feet, to a 4 inch pipe corner post found at the Southeast corner of said 645.92 acre tract, and being the Northeast corner of a 48.49 acre tract of land that is described in a deed to Catherine Scheuren, recorded in Volume 372 at Page 843, said Deed Records, for the Southeast corner of this tract;

THENCE, N 72° 33' 52" W 1069.93 feet, with the South line of said 645.92 acre tract, to a 4 inch pipe post found at the Northwest corner of said 48.49 acre tract, and being the Northeast corner of a 81.28 acre tract of land that is described in a deed to Tom Parrish, et ux, recorded in Volume 239 at Page 295, said Deed Records, for a corner of this tract;

THENCE, N 72° 36' 50" W 2173.79 feet, with the South line of said 645.92 acre tract, to concrete marker found at the Southwest corner of said 645.92 acre tract, and being in the East Right of Way line of U. S. Highway 281, for the Southwest corner of this tract;

THENCE, with the East Right of Way line of U. S. Highway 281, as follows, N 16° 08' 26" W 100.64 feet, to a concrete marker, N 04° 47' 27" W 1453.21 feet, to a concrete marker, N 06° 10' 49" E 196.48 feet, to a concrete marker, N 17° 02' 41" E 208.75 feet, to a 3/8 inch iron rod found, N 84° 52' 13" W 116.72 feet, to a concrete marker, N 04° 10' 48" W 938.70 feet, to a ½ inch iron rod found, N 08° 24' 13" W 101.98 feet, to a ½ inch iron rod found, N 03° 21' 36" W 598.71 feet, to a concrete marker, N 16° 04' 56" W 101.69 feet, to a concrete marker, N 04° 50' 46" W 826.36 feet, to a concrete marker, and N 51° 47' 23" E 111.82 feet, to a concrete marker found in the South line of Hamilton County Road Number 419, for a corner of this tract;

THENCE, S 72° 54' 07" E 1013.90 feet, part way with the South line of Hamilton County Road Number 419, to a ½ inch iron rod found, at an internal corner of said 645.92 acre tract, for a corner of this tract;

THENCE, N 17° 06' 49" E 75.00 feet, with the West line of said 645.92 acre tract, to a ½ inch iron rod set, for a corner of this tract;

THENCE, S 65° 06' 39" E 1976.70 feet, to a ½ inch iron rod set, for an internal corner of this tract;

THENCE, N 17° 10' 20" E 2846.56 feet, to a ½ inch iron rod set in the North line of said 645.92 acre tract, for the Northwest corner of this tract;

THENCE, S 72° 54' 22" E 408.70 feet, with the North line of said 645.92 acre tract, to a 3/8 inch iron rod found at the Southeast corner of a 125.08 acre tract of land that is described in a deed to A. Dearl Dotson and Kenneth Snow, recorded in Volume 520 at Page 287, said Deed Records, and the Southwest corner of said 98.274 acre tract, for a corner of this tract;

THENCE, S 73° 04' 49" E 1552.75 feet, with a fence, along the North line of said 645.92 acre tract and the South line of said 98.274 acre tract, to the point of beginning and containing 523.87 acres of land.

I, SCOTT HUDDLESTON, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that the foregoing Field Notes, was prepared from an actual survey, made on the ground, on February 17, 2020, from the Deed Records of Hamilton County, Texas, surveys of area properties, that the corners and boundaries with marks natural and artificial are just as were found on the ground.
 Bearings are based on True North as determined by GPS survey data (NAD 83)

WITNESS MY HAND AND SEAL THIS THE 3rd DAY OF MARCH, 2020

Scott Huddleston
 SCOTT HUDDLESTON

REGISTERED PROFESSIONAL LAND SURVEYOR, NO. 6334 OF TEXAS

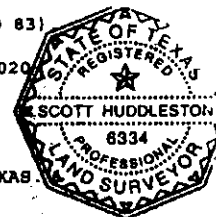


EXHIBIT
"A"

HUDDLESTON SURVEYING & MAPPING, P.C.

107 S. PAGE, P. O. BOX 39, COMANCHE, TEXAS 76442

325-356-2267 OFFICE, 325-356-2903 FAX

T.B.P.L.S. FIRM NUMBER 10033700

shsurveyor@verizon.net

THE STATE OF TEXAS:

COUNTY OF HAMILTON:

4.33 ACRE ROADWAY TRACT**MULBERRY CREEK DRIVE**

Being 4.33 acres of land, situated in Hamilton County, Texas, out of the D.ANDREWS SURVEY, ABSTRACT NUMBER 2, and being out of a 645.92 acre tract of land that is described in a deed from 9812 Holdings, LLC, to LSLP Evant, LLC, recorded in Volume 550 at Page 666, Deed Records of Hamilton County, Texas, and further described as follows;

BEGINNING, at a 1/4 inch iron rod set in the West line of Hamilton County Road Number 421, and being in the East line of said 645.92 acre tract, from which the Northeast corner of said 645.92 acre tract bears, N 17° 22' 12" E 3344.77 feet, for the Northeast corner of this tract;

THENCE, S 17° 58' 48" W 60.00 feet, with the West line of Hamilton County Road Number 421, and the East line of said 645.92 acre tract, to a 1/4 inch iron rod set, for the Southeast corner of this tract;

THENCE, N 72° 52' 56" W 825.93 feet, to a 1/4 inch iron rod set, along a curve to the left having a radius of 220.00 feet, an arc length of 321.76 feet, and being subtended by a chord of S 65° 13' 09" W 293.84 feet, to a 1/4 inch iron rod set, S 23° 19' 15" W 1250.93 feet, to a 1/4 inch iron rod set, along a curve to the right having a radius of 430.00 feet, an arc length of 388.22 feet, and being subtended by a chord of S 49° 11' 07" W 375.17 feet, to a 1/4 inch iron rod set, S 75° 02' 59" W 52.44 feet, to a 1/4 inch iron rod set, along a curve to the right having a radius of 75.00 feet, an arc length of 409.51 feet, and being subtended by a chord of N 14° 57' 00" W 60.00 feet, to a 1/4 inch iron rod set, N 75° 02' 59" E 52.44 feet, to a 1/4 inch iron rod set, along a curve to the left having a radius of 370.00 feet, an arc length of 334.05 feet, and being subtended by a chord of N 49° 11' 07" E 322.82 feet, to a 1/4 inch iron rod set, N 23° 19' 15" E 1250.93 feet, to a 1/4 inch iron rod set, along a curve to the right having a radius of 280.00 feet, an arc length of 409.51 feet, and being subtended by a chord of N 65° 13' 09" E 373.97 feet, to a 1/4 inch iron rod set, and S 72° 52' 55" E 826.83 feet, to the point of beginning and containing 4.33 acres of land.

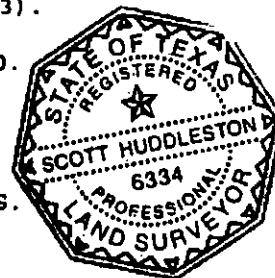
I, SCOTT HUDDLESTON, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that the foregoing Field Notes, was prepared from an actual survey, made on the ground, on February 17, 2020, from the Deed Records of Hamilton County, Texas, surveys of area properties, that the corners and boundaries with marks natural and artificial are just as were found on the ground.

Bearings are based on True North as determined by GPS survey data (NAD 83).

WITNESS MY HAND AND SEAL THIS THE 3rd DAY OF MARCH, 2020.

Scott Huddleston
SCOTT HUDDLESTON

REGISTERED PROFESSIONAL LAND SURVEYOR, NO. 6334 OF TEXAS.



FILED and RECORDED

Instrument Number: 20200431 B: RP V: 559 P: 694

Filing and Recording Date: 03/05/2020 02:20:09 PM Recording Fee: 50.00

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the REAL PROPERTY RECORDS of Hamilton County, Texas.



A handwritten signature in cursive script, reading "Kiesha Bagwell", is written over a horizontal line.

Kiesha Bagwell, County Clerk
Hamilton County, Texas

ANY PROVISION CONTAINED IN ANY DOCUMENT WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR IS INVALID UNDER FEDERAL LAW AND IS UNENFORCEABLE.