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**USE AGREEMENT FOR
RECREATIONAL USE OF POND**

Date: May 17, 2024

Grantor: Texas Land Holdings I, LLC, a Nevada limited liability company

Grantor's Mailing Address: 3129 Springbank Lane, Suite 201, Charlotte, North Carolina 28226

Grantee and Holder: Owners of Lots 17 and 18 located in the Stonebridge Subdivision, said Lots being more fully described on the map and plat recorded in the Plat Records of Montague County, Texas under Cabinet G, Volume 10, Page 537 (Document No. 2402430).

Dominant Estate Property: Lot 17 located in the Stonebridge Subdivision, said Lot being more fully described on the map and plat recorded in the Plat Records of Montague County, Texas under Cabinet G, Volume 10, Page 537 (Document No. 2402430).

Pond Property: The pond located on Lots 17 and 18 located in the Stonebridge Subdivision, said Lots being more fully described on the map and plat recorded in the Plat Records of Montague County, Texas under Cabinet G, Volume 10, Page 537 (Document No. 2402430). Said pond is partially located on each of the Lots described, and is not a navigable body of water, but both Lots 17 and 18 have access to the pond.

Consideration: Good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties.

Terms and Conditions: The following terms and conditions apply to this Use Agreement:

1. *Purpose.* The purpose of this Use Agreement is to confirm that the Owner of Lot 18 will not enter into the pond it shares with Lot 17, and that the Owner of Lot 17 will not enter upon Lot 18 from the pond. The Owner of Lot 17 is granted the right to use the entirety of the Pond Property, even if the surface of the pond is located on Lot 18. The use of the pond by the Owner of Lot 17 is subject to any restrictions placed on the use of the Pond Property by the Declaration of Protective Covenants, Conditions, Restrictions, Easements, Charges and Liens For the Stonebridge Subdivision that have been filed of

record.

2. *No agreement for the use of any land.* This Use Agreement is for the pond area only. No Grantee shall not enter onto the land of another Grantee for any purpose.

3. *Character of Agreement.* The rights under this Use Agreement are appurtenant to and runs with all or any portion of Lots 17 and 18, whether or not this Use Agreement is referenced or described in any conveyance of these Lots.

4. *Duration of Agreement.* The duration of this Use Agreement is perpetual.

5. *Equitable Rights of Enforcement.* This Use Agreement 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 Use 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 Use Agreement binds and inures to the benefit of the parties and their respective successors and permitted assigns.

7. *Choice of Law.* This Use 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 District Court of Montague County, Texas, the county in which the Property is located.

8. *Indemnity.* Each Grantee, on behalf of itself, its successors and assigns, and its officers, directors, employees, agents and representatives, shall indemnify, hold harmless and defend Grantor or any other Grantee who holds a right under this Use Agreement, their successors and assigns and their officers, directors, employees, agents and assigns, from and against any and all losses, claims, demands, suits and causes of action and damages, including court costs, attorney's fees or expert and witness fees, resulting from or in any manner connected with the exercise by a Grantee, its officers, directors, employees, invitees, agents or representatives, of the rights under the use agreement granted herein. Without limiting the generality of the foregoing, each Holder, as a material part of the consideration, assumes all risk of and liability for the exercise of his/her/its rights under this use agreement in, upon, or about the Pond Property.

9. *Pond Water Levels.* Pond water level fluctuates for various reasons, including, but not limited to, drought or flood conditions. Grantor makes no

warranty or representations, either express or implied, regarding the water level of the pond, and Grantor shall not be held responsible for pond water levels, whether considered inadequate, excessive, or otherwise.

10. *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 USE AGREEMENT. GRANTOR SHALL NOT BE RESPONSIBLE FOR LATENT DEFECTS, GRADUAL DETERIORATION OR LOSS OF SERVICE OR USE OF THE USE AGREEMENT 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 USE AGREEMENT OR ANY PORTION THEREOF, ANY INTERRUPTION OF USE OR LOSS OF USE OF THE USE AGREEMENT 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 USE AGREEMENT.

[Signature follows on next page.]

GRANTOR:

**Texas Land Holdings I, LLC, a Nevada
limited liability company**

By: *William G. Allen, Jr.*
William G. Allen, Jr., Manager

STATE OF FLORIDA

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COUNTY OF COLLIER

Before me, the undersigned Notary Public, on this day personally appeared William G. Allen, Jr., 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 executed the instrument for the purposes and consideration therein expressed and in the capacity stated herein.

Given under my hand and seal of office on the 21ST day of
MAY 2024.

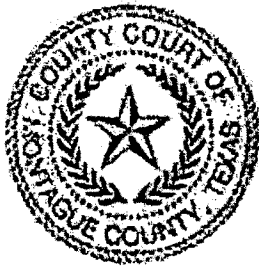
Tracey A. Benavides
Notary Public in and for the State of FLORIDA



FILED FOR RECORD
KIM JONES - COUNTY CLERK
MONTAGUE COUNTY, TEXAS

INST NO:2402527

FILED ON: May 23, 2024 AT 11:32 AM
THE INSTRUMENT CONTAINED 5 PAGES AT FILING



THE STATE OF TEXAS COUNTY OF MONTAGUE
I hereby certify that this instrument was filed on the date and
time stamped hereon and recorded in the instrument of
named record of Montague County, and stamped hereon by
me.

DATE: May 23, 2024
KIM JONES, COUNTY CLERK

A handwritten signature in cursive script, appearing to read "Kim Jones", is written over a solid horizontal line.

Instrument # 2402527 , 5 Pages

OPR RECORDS