

2405139

**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.**

**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 of the Easement:** All owners of Lots 74, 75, 76, 77, 78, 79, 80, 81, 82 and 83 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:** Lots 74, 75, 76, 77, 78, 79, 80, 81, 82 and 83 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).

**Easement Property:** The pond located on Lots 74, 75, 76, 77, 78, 79, 80, 81, 82 and 83 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 each named lot does have access to the pond.

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

**Grant of Easement:** Grantor, for the Consideration, grants and conveys to Grantee and Grantee's successors and assigns, a non-exclusive easement over, in, on, and across the Easement Property for the Purpose set forth below, 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.

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

1. *Purpose.* The purpose of this Use Agreement is to allow the owners of the Dominant Estate Property the right to a nonexclusive easement in, on and over the Easement Property for the use and enjoyment for all recreational purposes, subject to any restrictions placed on the use of the Easement Property by the Declaration of Protective Covenants, Conditions, Restrictions, Easements, Charges and Liens For the Stonebridge Subdivision that have been filed of record.

2. *Character of Easement.* The rights under this Use Agreement are appurtenant to and runs with all or any portion of the Dominant Estate Property, whether or not this Use Agreement is referenced or described in any conveyance of all or such portion of the Dominant Estate Property. The rights granted herein are nonexclusive and irrevocable. The rights granted herein are 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"). This Easement is only for the Easement Property as defined herein.

3. *Improvement and Maintenance of the Dam and Spillway located within the Easement Property.* Improvements and maintenance of the dam and spillway within the Easement Property shall be the responsibility of all Grantees. Expenses for these necessary improvements and maintenance, required for the proper operation of the dam and spillway, shall be shared on a pro-rata basis among the Grantees, with each Lot, those being Lots 74, 75, 76, 77, 78, 79, 80, 81, 82 and 83 paying an equal share of such expense.

4. *No Easement for use of any land.* The grant of the easement under this Use Agreement is for the pond area only. No Grantee shall enter onto the land of another Grantee for any purpose.

5. *Duration of Easement.* The duration of this Use Agreement is perpetual.

6. *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.

7. *Binding Effect.* This Use Agreement binds and inures to the benefit of the parties and their respective successors and permitted assigns.

8. *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.

9. *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 an easement 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 Easement Property.**

10. *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.**

11. *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

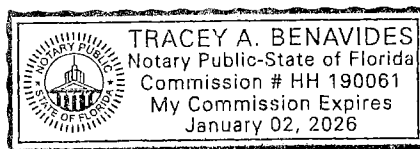
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COUNTY OF COLLIER

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 30<sup>th</sup> day of  
OCTOBER 2024.

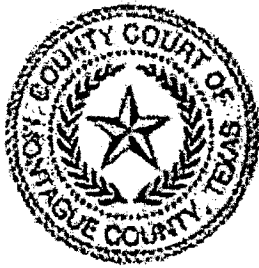
*Tracey A. Benavides*  
Notary Public in and for the State of FLORIDA



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

**INST NO:2405139**

FILED ON: November 1, 2024 AT 10:25 AM  
THE INSTRUMENT CONTAINED 6 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: November 01, 2024  
KIM JONES, COUNTY CLERK

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

Instrument # 2405139 , 6 Pages

OPR RECORDS