

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 ACCESS, UTILITY
AND LANDSCAPE EASEMENT AGREEMENT**

STATE OF TEXAS §
§
COUNTY OF MONTAGUE §

Effective Date: January 6, 2025

Grantor:

Texas Land Holdings I, LLC
3129 Springbank Lane, Suite 201
Charlotte, North Carolina 28226

Grantees and Holder of the Easement:

Stonebridge Property Owners' Association, Inc.
301 Emma Loop
Austin, Texas 78737

Easement Property:

BEING 0.0661 acres of land, more or less, and being part of Lot 89, Stonebridge Subdivision, Montague County, Texas, as shown by plat thereof recorded in Cabinet G, Volume 10, Page 537, Plat Records of Montague County, Texas, said 0.0661 acres being more particularly described by metes and bounds and by plat on Exhibit "A" attached hereto and made a part hereof for any and all purposes.

Easement Purpose: For providing pedestrian and vehicular ingress, egress and access to, the Easement Property along with the non-exclusive right for installation, construction, operation, maintenance, replacement, repair, upgrade, and/or removal of a concrete wing wall, landscaping, drainage facilities, irrigation and low voltage lighting and other utility 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, 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 Lot 89, Stonebridge Subdivision, Montague County, Texas, as shown by plat thereof recorded in Cabinet G, Volume 10, Page 537, Plat Records of Montague County, Texas, whether or not the Easement is referenced or described in any conveyance of Lot 89. The Easement is nonexclusive and irrevocable. The Easement is for the benefit of Grantee, its successors and assigns (as applicable, in each case, a "Holder").

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 the Stonebridge 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. *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.

13. *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.

14. *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.

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

16. *Grantor's Disclaimers.* GRANTOR MAKES NO WARRANTY OR

ACCEPTED BY:

Stonebridge Property Owners' Association, Inc.

Charles Duane Christie, President
Charles Duane Christie, President

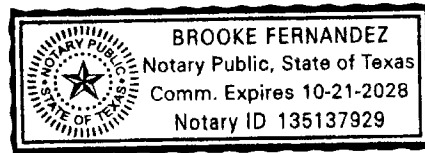
THE STATE OF TEXAS §
 §
COUNTY OF Hays §

CERTIFICATE OF ACKNOWLEDGMENT

Before me, the undersigned Notary Public, on this day personally appeared Charles Duane Christie, 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 this 5 day of Feb. 2025.

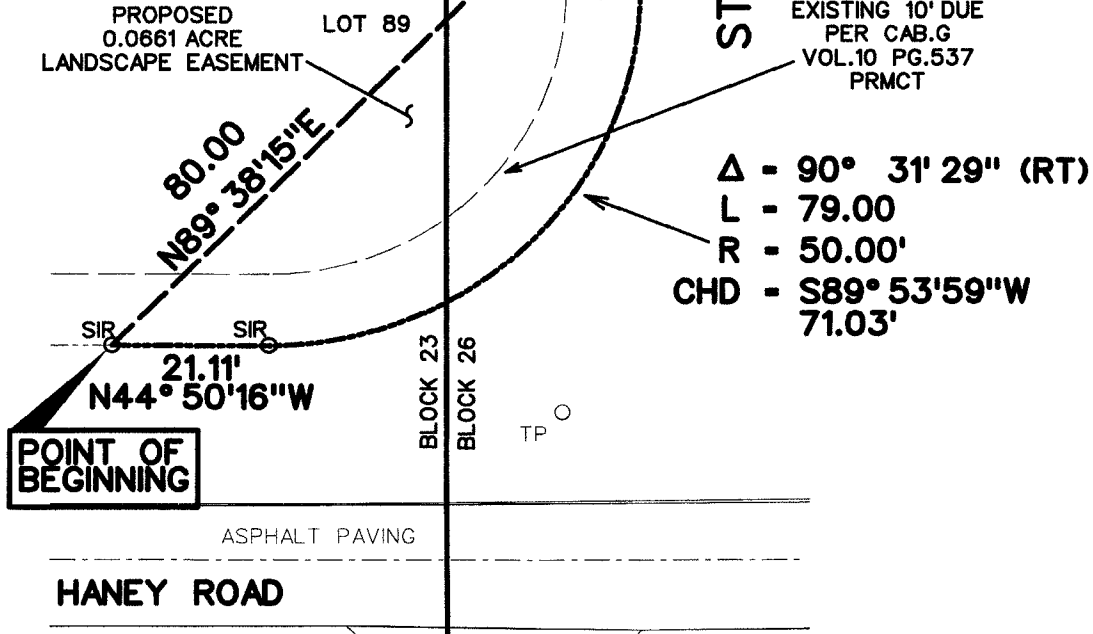
Brooke Fernandez
Notary Public in and for The State of Texas



**STONEBRIDGE
SUBDIVISION
CAB. G., VOL. 10,
PG. 537
PRMCT**

OWNER OF RECORD
TEXAS LAND HOLDINGS, LLC
DOC. NO. 2401205
ORMCT

PROPOSED
0.0661 ACRE
LANDSCAPE EASEMENT



NOTES:
1. U.S. STATE PLANE 1983 NCT ZONE 4202
NAD 83 (GRID) NAVD 1988, GEOID 12A (CONUS)

LEGEND	
---	LOT LINE
○	SET 60D NAIL
○	SET IRON ROD
---	EASEMENT LINE

STONEBRIDGE BLVD

EXISTING 10' DUE
PER CAB.G
VOL.10 PG.537
PRMCT

Δ - 90° 31' 29" (RT)
L - 79.00
R - 50.00'
CHD - S89° 53' 59" W
71.03'

POINT OF BEGINNING

ASPHALT PAVING

HANEY ROAD

LEGAL DESCRIPTION: 0.0661 Acre Landscape Easement:

BEING 0.0661 acres of land, more or less, and being part of Lot 89, Stonebridge Subdivision, Montague County, Texas, as shown by plat thereof recorded in Cabinet G, Volume 10, Page 537, Plat Records of Montague County, Texas, and being that certain tract conveyed to Texas Land Holdings, LLC in Doc. No. 2401205, Official Public Records, of Montague County, Texas, said 0.0661 acres being more particularly described by metes and bounds as follows:

BEGINNING at a set iron rod at the southwest corner of said Lot 89 on the north right of way line of Haney Road;
THENCE N 89 deg. 38 min. 15 sec. E a distance of 80.00 feet to a set 60d nail for corner;
THENCE N 44 deg. 38 min. 15 sec. E a distance of 23.77 feet to a set 60d nail for corner;
THENCE S 45 deg. 21 min. 45 sec. E a distance of 15.00 feet to a set iron rod for corner on the southeast line of Lot 89 on the southwest line of Stonebridge Boulevard;
THENCE S 44 deg. 38 min. 15 sec. W a distance of 30.53 feet to a set iron rod for corner on said southeast line of said Lot 89, and said southwest line of Stonebridge Boulevard, said point being at the beginning of a curve to the right having a radius of 50.00 feet, a central angle of 90 deg. 31 min. 29 sec, and a long chord that bears S 89 deg. 53 min. 59 sec. W a distance of 71.03 feet;
THENCE along said curve to the right a distance of 79.00 feet to a set iron rod for corner at the end of said curve being on the north line of Haney Road, on the southwest line of said Lot 89;
THENCE N 44 deg. 50 min. 16 sec. W a distance of 21.11 feet to the POINT OF BEGINNING and containing 2,880 square feet, or 0.0661 acres, more or less.

EXHIBIT "A"
0.0661 ACRE
LANDSCAPE EASEMENT
LOT 89

STONEBRIDGE

BEING PART OF
BLOCKS 23 AND 26
HILL COUNTY SCHOOL
LAND SURVEY A-319

MONTAGUE COUNTY, TEXAS

PREPARED BY
SWAM ENGINEERING AND SURVEYING
JASON SWAM, PE, RPLS

506 N. MASON ST., BOWIE, TEXAS 76230
(940) 872-2121 & 872-5076; FAX (940) 872-4079

DRAWN: 12-13-24 WB
24003 SHEET LE LOT 89.DGN

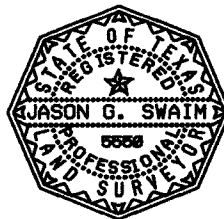
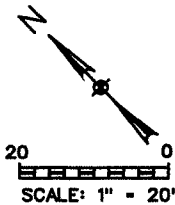
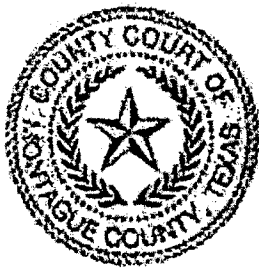


EXHIBIT "A"

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

INST NO:2500502

FILED ON: February 6, 2025 AT 1:54 PM
THE INSTRUMENT CONTAINED 7 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: February 06, 2025
KIM JONES, COUNTY CLERK

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

Instrument # 2500502 , 7 Pages

OPR RECORDS