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**USE AGREEMENT FOR
RECREATIONAL USE OF LAKE**

Date: February 18, 2025

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 in the Stonebridge Subdivision, said Lots being more fully described on the Plats recorded in the Official Public Records of Montague County, Texas under Cabinet G, Volume 10, Page 537 (Document No. 2402430), Cabinet G, Volume 10, Page 549 (Document No. 2500591), and Cabinet G, Volume 10, Page 550 (Document No. 2500592).

and

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

Dominant Estate Property: All Lots in the Stonebridge Subdivision, said Lots being more fully described on the Plats recorded in the Official Public Records of Montague County, Texas under Cabinet G, Volume 10, Page 537 (Document No. 2402430), Cabinet G, Volume 10, Page 549 (Document No. 2500591), and Cabinet G, Volume 10, Page 550 (Document No. 2500592).

Easement Property (Lake & Lake Access): The easement property consists of the lake located on Lots 31, 32, 33, 34, 36, 37, 38, 39, 40, 57, 58, 59, and 60 within the Stonebridge Subdivision, as well as the remaining land portion of Lot 39. These lots are identified on the Plat recorded in the Official Public Records of Montague County, Texas, under Cabinet G, Volume 10, Page 537 (Document No. 2402430). The lake extends partially across these designated lots, and is not a navigable body of water. The portion of Lot 39 not covered by the lake shall serve as access to the lake for all Holders.

Additionally, the lake may be accessed by the Owners of Lots 31, 32, 33, 34, 36, 37, 38, 40, 57, 58, 59, and 60 from their private property.

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, and any Supplemental Declaration or Amendment that have or will be filed of record ("Declaration") or any Rules and Regulations placed upon the use of the Easement Property by the Stonebridge Property Owners' Association, Inc.

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 Easement Property.* Improvements and maintenance of the Easement Property shall be the responsibility of the Stonebridge Property Owners' Association, Inc.

4. *Easement for Lake Only.* The easement granted under this Use Agreement

applies solely to the lake area. No Grantee may enter onto the land of another Holder for any purpose, except as expressly provided herein. Lot 39 is designated as a Common Area and shall be owned and maintained by the Stonebridge Property Owners' Association, Inc. for the benefit of all its Members. Lot 39 will include a driveway providing access to the lake, and all Holders shall have the right to use this designated Common Area.

The Owners of Lots 31, 32, 33, 34, 36, 37, 38, 40, 57, 58, 59, and 60 are granted the right to construct a private dock extending from their property into the Common Area lake, subject to the restrictions set forth in the Supplemental Declaration of Covenants, Conditions, Restrictions, Easements, Charges, and Liens for Stonebridge Subdivision. Any private dock constructed pursuant to this right shall be the private property of the respective Lot Owner. No other Holder shall have the right to enter upon or use such private docks without the express permission of the dock owner.

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. *Lake Water Levels.* Lake 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 lake, and Grantor shall not be held responsible for lake 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]

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

INST NO:2501311

FILED ON: March 27, 2025 AT 4:09 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: March 27, 2025
KIM JONES, COUNTY CLERK

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

Instrument # 2501311 , 7 Pages

OPR RECORDS