

Easement Agreement for Access

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

Effective Date:

Grantor: STC Ranch Land, LLC

Grantor's Mailing Address: 1915 CR 225, Hico, Hamilton County, Texas 76457

Grantee: All owners of the Dominant Estate Property described below.

Dominant Estate Property: Being 574.60 acres of land, situated in Hamilton County, Texas, of which 346.80 acres is out of the T. GREEN SURVEY, ABSTRACT NUMBER 1262, and the remaining 227.80 acres is out of the T. GREEN SURVEY, ABSTRACT NUMBER 300, and being out of a 567 acre tract of land that is described in a deed from Benn Arnold Gleason to Annelle Gleason Smith, et al, recorded in Volume 385 at Page 460, Deed Records of Hamilton County, Texas, and further described as follows;

BEGINNING, at a 60D nail found at a fence corner, at the Southeast corner of said 567 acre tract, and being a corner in the West line of a 663.90 acre tract of land that is described in a deed to Bosque Sky Ranch, LLC, recorded in Instrument Number 2013-00000279, Official Public Records of Bosque County, Texas, and being in the North line of a 86.876 acre Tract Two, that is described in a deed to Thomas E. Storey and Christie Storey, recorded in Volume 563 at Page 300, said Deed Records, for the Southeast corner of this tract;

THENCE, S 58° 46' 12" W 785.95 feet, with a fence, to a 1/2 inch iron rod found at the Northwest corner of said 86.876 acre tract, and being the Northeast corner of a 99.195 acre Tract One, that is described in said Volume 563 at Page 300, for a corner of this tract;

THENCE, S 57° 50' 44" W 1497.08 feet, with a fence, to a 1/2 inch iron rod set at the Northwest corner of said 99.195 acre tract, and being in the East line of a 211.62 acre tract of land that is described in a deed to Dean A. Zajicek and Leslie Zajicek, recorded in Volume 274 at Page 796, said Deed Records, for a corner of this tract;

THENCE, with a fence, along the occupied South line of said 567 acre tract and the North line of said 211.62 acre tract, as follows, N 30° 16' 25" W 228.01 feet, to a 1/2 inch iron rod set, S 72° 48' 27" W 132.85 feet, to a 2 inch pipe post, S 58° 41' 41" W 24.74 feet, to a 2 inch pipe post, and N 66° 13' 48" W 1326.24 feet, to a 3/8 inch iron rod found at the Southeast corner of a 211.62 acre Tract One, that is described in a deed to Dean A. Zajicek, et ux, recorded in Volume 238 at Page 880, said Deed Records, for a corner of this tract;

THENCE, with a fence, along the occupied South line of said 567 acre tract and the North line of said 211.62 acre Tract One, as follows, N 06° 04' 48" W 180.90 feet, to a 1/2 inch iron rod set, N

11° 34' 44" W 110.80 feet, to a 1/2 inch iron rod set, N 19° 47' 42" W 454.81 feet, to a 1/2 inch iron rod found, S 66° 23' 55" W 830.02 feet, to a 1/2 inch iron rod set, N 46° 18' 58" W 1530.53 feet, to a 3 inch pipe post, and S 66° 51' 03" W 281.50 feet, to a 3 inch pipe post found in the East line of a 206 acre tract of land that is described in said Volume 385 at Page 460, for the Southwest corner of this tract;

THENCE, N 31° 55' 18" W 3249.72 feet, with a fence, along the West line of said 567 acre tract and the East line of said 206 acre tract, to a 1/2 inch iron rod set at a fence corner, in the South line of Hamilton County Road Number 228, for the Northwest corner of this tract;

THENCE, with a fence, along the South line of Hamilton County Road Number 228, as follows, N 57° 36' 17" E 1466.52 feet, to a 3 inch pipe post, and N 58° 39' 50" E 455.02 feet, to a 1/2 inch iron rod set, for a corner of this tract;

THENCE, N 27° 16' 50" W 42.11 feet, to a 3 inch pipe post in a fence, on the North line of Hamilton County Road Number 228, and being in the South line of a 400 acre tract of land that is described in a deed to Dave Duncan, recorded in Volume 138 at Page 131, said Deed Records, for a corner of this tract;

THENCE, with a fence, along the South line of said 400 acre tract, as follows, N 57° 43' 47" E 198.79 feet, to a 3 inch pipe post, and S 87° 33' 03" E 2806.84 feet, to the Northeast corner of said 567 acre tract, the Southeast corner of said 400 acre tract, and the Northwest corner of said 663.90 acre tract, from which a 3 inch pipe post bears, N 59° 43' 26" E 16.35 feet, for the Northeast corner of this tract;

THENCE, with a fence, along the East line of said 567 acre tract and the West line of said 663.90 acre tract, as follows, S 31° 39' 28" E 2632.36 feet, to a spike found in a 22 inch Live Oak tree, S 34° 01' 29" E 392.54 feet, to a spike found in a 20 inch Live Oak tree, and S 31° 57' 24" E 2408.93 feet, to the point of beginning and containing 574.60 acres of land.

Easement Property: Being 8.88 acres of land, situated in Hamilton County, Texas, out of the T. GREEN SURVEY, ABSTRACT NUMBER 1262, and the T. GREEN SURVEY, ABSTRACT NUMBER 300, and being out of a 574.60 acre tract of land that is described in a deed from James Howard Gleason to STC Ranch Land, LLC, recorded in Volume 583 at Page 338, Deed Records of Hamilton County, Texas, and further described as follows;

BEGINNING, at a 1/2 inch iron rod set in the South line of Hamilton County Road Number 228, and being in the North line of said 574.60 acre tract, from which the Northwest corner of said 574.60 acre tract bears, S 57° 50' 06" W 1873.53 feet, for the Northwest corner of this tract;

THENCE, N 58° 39' 50" E 47.96 feet, with the South line of Hamilton County Road Number 228 and the North line of said 574.60 acre tract, to a 1/2 inch iron rod found, for a corner of this tract;

THENCE, N 27° 16' 50" W 42.11 feet, to a 3 inch pipe post in a fence, on the North line of Hamilton County Road Number 228, and being in the South line of a 400 acre tract of land that

is described in a deed to Dave Duncan, recorded in Volume 138 at Page 131, said Deed Records, for a corner of this tract;

THENCE, N 57° 43' 47" E 13.50 feet, with a fence, along the North line of said 574.60 acre tract and the South line of said 400 acre tract, to a point, for the Northeast corner of this tract;

THENCE, S 25° 43' 40" E 270.54 feet, to a point, S 62° 41' 08" E 117.65 feet, to a point, S 55° 29' 38" E 408.42 feet, to a point, S 30° 51' 40" E 124.48 feet, to a point, S 48° 46' 30" E 145.40 feet, to a point, S 61° 34' 07" E 79.02 feet, to a point, S 66° 38' 38" E 262.41 feet, to a point, S 40° 27' 25" E 110.77 feet, to a point, S 33° 12' 58" E 324.73 feet, to a point, S 17° 33' 55" E 122.67 feet, to a point, S 11° 09' 20" E 110.44 feet, to a point, S 37° 34' 59" E 124.65 feet, to a point, S 50° 09' 21" E 812.13 feet, to a point, S 39° 29' 40" E 158.02 feet, to a point, S 31° 58' 19" E 179.87 feet, to a point, S 17° 50' 04" E 162.27 feet, to a point, S 10° 38' 59" E 186.95 feet, to a point, S 28° 46' 47" E 90.39 feet, to a point, S 45° 17' 12" E 204.04 feet, to a point, S 12° 22' 42" E 149.35 feet, to a point, S 00° 28' 12" W 140.96 feet, to a point, S 05° 20' 23" W 145.97 feet, to a point, S 36° 56' 49" E 85.45 feet, to a point, S 60° 20' 54" E 101.78 feet, to a point, S 55° 38' 51" E 250.72 feet, to a point, S 61° 50' 10" E 206.46 feet, to a point, S 85° 23' 52" E 261.36 feet, to a point, S 45° 46' 02" E 220.49 feet, to a point, S 23° 28' 24" E 319.95 feet, to a point, and S 18° 59' 06" E 427.96 feet, to a point, for the Southeast corner of this tract;

THENCE, with the arc of a curve to the right having a Radius of 60.00 feet, an Arc length of 314.16 feet, and being subtended by a Chord of S 71° 00' 54" W 60.00 feet, to a point, for the Southwest corner of this tract;

THENCE, N 18° 59' 06" W 425.61 feet, to a point, N 23° 28' 24" W 305.77 feet, to a point, N 45° 46' 02" W 187.05 feet, to a point, N 85° 23' 52" W 252.25 feet, to a point, N 61° 50' 10" W 222.21 feet, to a point, N 55° 38' 51" W 251.50 feet, to a point, N 60° 20' 54" W 111.74 feet, to a point, N 36° 56' 49" W 121.08 feet, to a point, N 05° 20' 23" E 166.62 feet, to a point, N 00° 28' 12" E 131.65 feet, to a point, N 12° 22' 42" W 124.88 feet, to a point, N 45° 17' 12" W 195.02 feet, to a point, N 28° 46' 47" W 108.67 feet, to a point, N 10° 38' 59" W 192.75 feet, to a point, N 17° 50' 04" W 151.06 feet, to a point, N 31° 58' 19" W 168.49 feet, to a point, N 39° 29' 40" W 148.48 feet, to a point, N 50° 09' 21" W 813.14 feet, to a point, N 37° 34' 59" W 145.35 feet, to a point, N 11° 09' 20" W 121.17 feet, to a point, N 17° 33' 55" W 111.07 feet, to a point, N 33° 12' 58" W 312.68 feet, to a point, N 40° 27' 25" W 93.02 feet, to a point, N 66° 38' 38" W 251.12 feet, to a point, N 61° 34' 07" W 88.40 feet, to a point, N 48° 46' 30" W 161.58 feet, to a point, N 30° 51' 40" W 120.84 feet, to a point, N 55° 29' 38" W 391.55 feet, to a point, N 62° 41' 08" W 133.93 feet, to a point, and N 25° 43' 40" W 242.27 feet, to the point of beginning and containing 8.88 acres of land.

Easement Purpose: For providing free and uninterrupted pedestrian and vehicular ingress to and egress to and from the Dominant Estate Property, to and from Hamilton County Road No. 210, 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 related equipment.

Consideration: Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and

sufficiency of which are hereby acknowledged by Grantor.

Reservation and Exceptions to Conveyance and Warranty: Easements, rights-of-way and prescriptive rights, whether of record or not; all presently recorded restrictions, reservations, covenants, conditions, oil & gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property; rights of adjoining owners in any walls and fences situated on a common boundary; discrepancies, conflicts, shortages in area or boundary lines; and encroachments or overlapping of improvements and any portion of subject property lying within a flood zone.

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 heirs, successors, and assigns an 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 Easement to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs, successors, and assigns to warrant and forever defend the title to the Easement in Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the 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 and Grantee's heirs, successors, and assigns who at any time own the Dominant Estate Property or any interest in the Dominant Estate Property (as applicable, the "Holder").

2. *Duration of Easement.* The duration of the Easement is perpetual.

3. *Reservation of Rights.* Grantor reserves for Grantor and Grantor's heirs, 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 heirs, 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, as long as such further conveyance is subject to the terms of this agreement and the other users agree to bear a proportionate part of the costs of improving and maintaining the Easement.

4. *Secondary Easement.* Holder has the right (the "Secondary Easement") to use as much of the surface of the property that is adjacent to the Easement Property ("Adjacent Property") as may be reasonably necessary to install and maintain a road reasonably suited for

the Easement Purpose within the Easement Property. However, Holder must promptly restore the Adjacent Property to its previous physical condition if changed by use of the rights granted by this Secondary Easement.

5. *Improvement and Maintenance of Easement Property.* Improvement and maintenance of the Easement Property will be at the sole expense of Holder. Holder has the right to eliminate any encroachments into the Easement Property. Holder must maintain the Easement Property in a neat and clean condition. Holder has the right to construct, install, maintain, replace, and remove a road with all culverts, bridges, drainage ditches, sewer facilities, and similar or related utilities and facilities under or across any portion of the Easement Property (collectively, the “Road Improvements”). All matters concerning the configuration, construction, installation, maintenance, replacement, and removal of the Road Improvements are at Holder’s sole discretion, subject to performance of Holder’s obligations under this agreement. Holder has the right to remove or relocate any fences within the Easement Property or along or near its boundary lines if reasonably necessary to construct, install, maintain, replace, or remove the Road Improvements or for the road to continue onto other lands or easements owned by Holder and adjacent to the Easement Property, subject to replacement of the fences to their original condition on the completion of the work. On written request by Holder, the owners of the Easement Property will execute or join in the execution of easements for sewer, drainage, or utility facilities under or across the Easement Property.

6. *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.

7. *Entire Agreement.* This agreement and any exhibits are the entire agreement of the parties concerning the Easement Property and the grant of the Easement by Grantor to Grantee. There are no representations, agreements, warranties, or promises, and neither party is relying on any statements or representations of the other party or any agent of the other party, that are not in this agreement and any exhibits.

16. *Legal Construction.* If any provision in this agreement is 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. This agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.

17. *Notices.* Any notice required or permitted under this agreement must be in writing. Any notice required by this agreement will be deemed to be given (whether received or

not) the earlier of receipt or three business days after being 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, or e-mail and will be effective when received. Any address for notice may be changed by written notice given as provided herein.

STC Ranch Land:

By: _____
Clint Cooper, Member & Manager of
STC Ranch Land, LLC

COUNTY OF _____ §
STATE OF TEXAS §

SUBSCRIBED AND SWORN TO before me, the undersigned authority, by Clint Cooper on this ____ day of _____, 2021, in both his individual capacity and in his capacity as sole member and manager of STC Ranch Land, LLC.

Notary Public, State of Texas

By: _____
Tim Hill, Member & Manager of
STC Ranch Land, LLC

COUNTY OF HAMILTON §
STATE OF TEXAS §

SUBSCRIBED AND SWORN TO before me, the undersigned authority, by Tim Hill on this ____ day of _____, 2021, in both her individual capacities and in his capacity as sole member and manager of STC Ranch Land, LLC.

Notary Public, State of Texas

By: _____
Seth Bane, Member & Manager of
STC Ranch Land, LLC

COUNTY OF HAMILTON §
STATE OF TEXAS §

SUBSCRIBED AND SWORN TO before me, the undersigned authority, by Seth Bane on this ____ day of _____, 2021, in both her individual capacities and in his capacity as sole member and manager of STC Ranch Land, LLC.

Notary Public, State of Texas

After recording, please return to:
Hamilton County Abstract Company
107 S. Rice
Hamilton, TX 76531
Phone: 254-386-5505

Prepared in the Office of:
McMullen & Henkes, Lawyers
100 W. Main, P.O. Box 706
Hamilton, Texas 76531
Phone: 254-386-8191