

**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 ROAD ACCESS EASEMENT AGREEMENT**

STATE OF TEXAS                   §  
                                                  §  
COUNTY OF COMANCHE       §  
COUNTY OF ERATH           §

Effective Date: October 27, 2021

**Grantor:**

The Ranches at Deer Crossing, LLC  
665 Simonds Rd.  
Williamstown, MA 01267

**Grantee and Holder of the Easement:**

The owners of lots 66, 67, 68 and 83 of The Ranches at Deer Crossing Subdivision, said lots being more fully described on the map and plat recorded under Volume B, Pages 79-80 of the Plat Records of Comanche County, Texas.

**Dominant Estate Property:**

526.87 acres of land, known as The Ranches at Deer Crossing Subdivision, said land being more fully described on the map and plat recorded under Volume B, Pages 79-80 of the Plat Records of Comanche County, Texas.

**Easement Property:**

All the platted roads of The Ranches at Deer Crossing Subdivision as set forth on the plat filed of record under Volume B, Pages 79-80 of the Plat Records of Comanche County, Texas.

**Easement Purpose:** For providing pedestrian and vehicular ingress, egress and access to, and across the platted roads in The Ranches at Deer Crossing Subdivision.

**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 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, its successors and assigns (as applicable, in each case, a "Holder"). "Permittee" shall mean all Holders and the family members, heirs, officers, directors, employees, agents, contractors, subcontractors, customers, vendors, suppliers, visitors, invitees, licensees, designees, tenants, subtenants, and concessionaires of Holders. This Easement is only for the Easement Property as defined herein.

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 Grantor or its successors and assigns. Grantor intends to convey the Easement Property to The Ranches at Deer Crossing 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. *Indemnity.* Each party agrees to indemnify, defend, and hold harmless the other party from any loss, attorney's fees, expenses, or claims attributable to breach or default of any provision of this agreement by the indemnifying party.

13. *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.



14. *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.

15. *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.

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

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

**[Signature follows on next page.]**

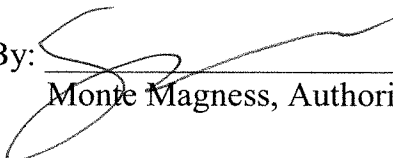




**GRANTOR:**

The Ranches at Deer Crossing, LLC, a Delaware limited liability company

By: American Land Partners, Inc., a Delaware corporation, Manager


By:   
Monte Magness, Authorized Agent

THE STATE OF TEXAS       §  
                                          §  
COUNTY OF Parker       §

**CERTIFICATE OF ACKNOWLEDGMENT**

Before me, the undersigned Notary Public, on this day personally appeared Monte Magness 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 has signed this instrument in the capacity set forth above and that by authority duly given has executed this instrument for the purposes and considerations expressed.

Given under my hand and seal of office on this 27 day of October 2021.

  
Notary Public in and for The State of Texas



**FILED FOR RECORD**  
**AT 10:15 O'CLOCK A M**

OCT 28 2021

*Ruby Lesley*  
Clerk, County Court Comanche Co., Texas

⑤ *NLC - National Land Partners*

**FILED**

AT 10:15 O'CLOCK A M  
ON THE 28<sup>th</sup> DAY OF October  
A.D., 2021.

**STATE OF TEXAS**  
**COUNTY OF COMANCHE**

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the Deed Records of Comanche County, Texas.

*Ruby Lesley*  
\_\_\_\_\_  
COUNTY CLERK, COMANCHE CO. TEXAS



*Ruby Lesley*  
\_\_\_\_\_  
County Clerk, Comanche Co., Texas

BY *Juana Cotton*  
\_\_\_\_\_  
DEPUTY

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