

**Assignment and Assumption of
Shared Well Agreement**

Date: December 15, 2020

Assignor: Hines Texas, LLC, a Texas limited liability company

Assignor's Mailing Address: 601 Lake Air Drive, Ste. B, Waco, McLennan County, Texas
76710

Assignee: Crystal Racquel Cunningham and Javier Francis Serna

Assignee's Mailing Address: 415 Tomahawk Dr., Harker Heights, Bell County, Texas 76548

Property (including any improvements):

Lot 4, Brooking Ranch, an unrecorded subdivision in Bell County, Texas, and being further described in Exhibit A attached hereto and incorporated herein.

Shared Well Agreement: All agreements for use of a water well located on or servicing said Property, including but not limited to that certain Shared Well Agreement Well #1, Brooking Ranch, dated June 19, 2020 and recorded as Instrument No. 2020031005, Official Public Records of Bell County, Texas.

Consideration: Assignor is conveying the Property to Assignee by warranty deed dated this date.

Assignor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty in the warranty deed, assigns to Assignee all of Assignor's right, title, and interest as the owner of the Property only in and to the Shared Well Agreement.

Assignee assumes and agrees to perform all of Assignor's obligations as the owner of the Property under the Shared Well Agreement arising after this date. Assignee will indemnify, defend, and hold Assignor harmless from any loss, attorney's fees, expenses, or claims arising out of or related to Assignee's failure to perform any of the obligations as the owner of the Property under the Shared Well Agreement after this date.

Assignor will indemnify, defend, and hold Assignee harmless from any loss, attorney's fees, expenses, or claims arising out of or related to Assignor's failure as the owner of the Property to perform any of the obligations under the Shared Well Agreement before this date.

This Assignment applies only to Assignor's right, title, and interest in the Shared Well Agreement as it pertains to Property herein described, and does not apply to any other right, title, or interest of Assignor in and to the Shared Well Agreement as it pertains to any other lot or parcel or any other property whatsoever.

When the context requires, singular nouns and pronouns include the plural.

[signatures on following page]

**SHARED WELL AGREEMENT
WELL #1 BROOKING RANCH**

This Agreement, made and entered into this 19th day of June 2020 by and between the undersigned owner(s) of Tracts 1, 2, 3, 4, 5, 6, and 7, of Brooking Ranch, an unrecorded subdivision in Florence, Texas, as further described in Exhibit A attached hereto and incorporated herein, and the Brooking Ranch Homeowners Association (the "Association"). The owners of Tract 4 and 5 of Brooking Ranch, as identified by their signatures below, are hereinafter referred to collectively as the "supplying party", and the owners of Tracts 1, 2, 3, 6, and 7, as identified by their signatures below, are hereinafter referred to as the "supplied party":

WITNESSETH:

THAT WHEREAS, there is located a well upon Tracts 4 and 5 of Brooking Ranch, at 30.93011° Latitude, 97.73762° Longitude, and as further described in Exhibit B attached hereto and incorporated herein, CUWCD Well Number N2-20-002P, approved by Clearwater Underground Water Conservation District (CUWCD) and properly registered and constructed in accordance with CUWCD Rules, together with water distribution facilities, hereinafter referred to as "water well and distribution system", for the purpose of supplying water to all properties connected to the said water distribution system; and

WHEREAS, the undersigned parties deem it necessary to provide a well system to service the parcels described herein, and an Agreement has been reached relative to supplying water from the well and the cost of supplying said water; and

WHEREAS, it is the intention and purpose of the undersigned parties that the well and water distribution system shall be used and operated to provide an adequate supply of water for each of the properties connected thereto, for the domestic consumption of the occupants of said properties, and to assure the continuous and satisfactory operation and maintenance of the well and water distribution system for the benefit of the present and future owners, their heirs, successors and assigns of the properties connected thereto; and

WHEREAS, the said well is deemed by the parties hereto to be of adequate capacity to supply a single-family dwelling on each of the lots or parcels described herein with water from the well for all domestic uses of a single family residing therein; and

WHEREAS, the water from the well has undergone a water quality analysis from a certified water testing lab and has been determined by the certified lab to supply safe and potable water; and

WHEREAS, the parties hereto desire to enter this Agreement for the purpose of reducing to writing their respective rights and obligations pertaining to said well and water distribution system.

NOW THEREFORE, in consideration of the promises and covenants herein contained, it is agreed that the well and water distribution system situated on Tracts 1 through 7 of Brooking Ranch, an unrecorded subdivision in Florence, Texas, as further described in Exhibit A, shall be used by the parties to this Agreement, as well as by all future owners and occupants of said parcels, upon the following terms and conditions:

1. That until this Agreement is terminated, as hereinafter provided, the parties hereto, their heirs, successors and assigns, for the exclusive benefit of the respective parcels of real estate, and for the exclusive use of the household residing thereon, are hereby granted the right in common with the other parties to this Agreement, to draw water from the well domestic use, as described in the Clearwater UWCD Rules and Regulation of Domestic Use.

ELECTRIC PROVIDED BY: Bartlett Electric Co-Op, Inc

27492 Tx-95

Bartlett, Texas 76511

254-527-3551

THE FOLLOWING WILL BE REQUIRED OF BUYER(S) IN REGARD TO THE WATER WELLS:

There will be "shared water wells" with seven homes on each water well.

Buyer will be responsible for running the water line to their home from the water meter box, which will be at the front of your property.

There will be a monthly limit, set by Clearwater Underground Conservation District of Bell County, of ~~21,750~~ gallons of water per household.

16,000