

REAL PROPERTY RECORDS
LEE COUNTY, TX
2022-04141 10/05/2022 at 11:48:00 AM

Private Road Easement

Independence Title/GF# 2240851 -ROL/BEH

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.

Date: Effective as of August 31, 2022, regardless of the date(s) actually executed by the undersigned

Grantor: Bandera Oaks Ranch, LLC

Grantee: All current or future owners of any portion of the real property more particularly described on Exhibit "A" attached hereto and incorporated herein for all purposes.

Grantor's Property: That certain approximately 440.999-acre tract of land situated in Bandera County, Texas, being more particularly described on Exhibit "A" attached hereto and incorporated herein for all purposes.

Private Road Easement: That certain ingress and egress easement being approximately 60-feet in width and encompassing approximately 5.468 acres of Grantor's Property, the said easement being more particularly described by metes and bounds on Exhibit "B" attached hereto and incorporated herein for all purposes.

Easement Purpose: For use as a private roadway for free, continuous, and uninterrupted ingress, egress, and regress to and from and use of any subdivided tracts originating from Grantor's Property and for the construction, installation, maintenance, replacement, and removal of a private road with all culverts, bridges, gates, drainage ditches, sewer facilities, and similar or related utilities and facilities on any portion of the Private Road Easement (collectively, the "Road Improvements").

Consideration: Good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor.

Reservations from Conveyance: None.

Exceptions to Warranty: Validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests, and water interests outstanding in persons other than Grantor, and other instruments, other than conveyances of the surface fee estate, that affect the Private Road Easement; validly existing rights of adjoining owners in any walls and fences situated upon any boundary thereof; and any discrepancies, conflicts, or shortages in area or boundary lines therefor.

Grant: 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 a private road easement over, on, and across the Private Road Easement for the Easement Purpose, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold the Private Road Easement to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor

VOL 1331 PG 0499

and Grantor's heirs, successors, and assigns to warrant and forever defend the title to the Private Road Easement in Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the Private Road Easement or any part thereof, except as to the Reservations from Conveyance and Exceptions to Warranty, to the extent that such claim arises by, through, or under Grantor but not otherwise. Grantor and Grantee may be referred to herein individually as a "Party", collectively as the "Parties".

Terms and Conditions: The following terms and conditions apply to the Private Road Easement granted herein:

1. *Character of Private Road Easement.* The Private Road Easement and related rights granted by Grantor in this agreement to Grantee are a nonexclusive and irrevocable easement in gross for the benefit of Grantee and its successors and assigns, as owner of the rights created by the Private Road Easement in gross, and is exclusive and irrevocable. The Private Road Easement and related rights granted by Grantor in this agreement are binding on Grantor; on the Grantor's heirs, legal representatives, successors, and assigns; and on all future owners of the Grantor's Property. This Private Road Easement and other rights granted by Grantor in this agreement are independent of any lands or estates of interest in lands; there is no other real property benefitting from the Private Road Easement granted in this agreement.

This Private Road Easement does not grant to any public or private utility or any other third party, the right to place electrical, communication, water or sewer lines within the Private Road Easement or to otherwise utilize the Private Road Easement as a utilities easement. It is agreed and understood by the Parties that the Private Road Easement and right of access granted by this Private Road Easement are private and of purely local interest and not granted for the general public convenience. Grantee may, by unanimous written consent, transfer or assign any portion of the Private Road Easement or road located thereon to the County or other public entity and may, by unanimous written consent, offer such road or Private Road Easement for acceptance into the County Road system. Notwithstanding the above provisions, the Parties shall have the right to install, construct, maintain, operate, extend/repair, remove, replace and upgrade electrical, water, sewer, or other utility lines upon, over, under and across the Private Road Easement if: 1) mandated or required by a governmental authority, 2) if such installation is necessary for the continued use and enjoyment of the property for its intended residential purposes, such as if the Grantee no longer has access to electricity, fresh water, or sewer on Grantee's Lands, or 3) the Parties agree by unanimous written consent. Any such electrical, water, sewer, or other utility line shall be owned by Grantee and Grantee may not transfer or assign any portion of the Private Road Easement or any utility line located thereon to any public or private utility or other third party without the unanimous written consent of the Grantee.

2. *Duration of Private Road Easement.* The duration of the Private Road Easement is perpetual. Notwithstanding the foregoing, if at any time following the Date of this agreement the Grantee's unanimously agree to abandon the Private Road Easement and create a different one, then the Private Road Easement shall be considered abandoned by Grantee. Upon abandonment of the Private Road Easement by Grantee, this agreement and the Private Road Easement granted herein shall terminate.

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 Private Road Easement for all purposes that do not interfere with or interrupt the use or enjoyment of the Private Road Easement by Grantee for the Easement Purpose. Grantor reserves for Grantor and Grantor's heirs, successors, and assigns the right to use all or part of the Private Road Easement in conjunction with Grantee and the right to convey to others the right to use all or part of the Private Road Easement in conjunction with Grantee, 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 Private Road Easement.

4. *Improvement and Maintenance of Private Road Easement.* The Grantee hereby agrees to jointly use and maintain any roadway and associated gates constructed within the Private Road Easement for the purposes contemplated by this Private Road Easement Agreement. The Grantee shall equally bear and pay the cost for routine maintenance of the Private Road Easement, roadway, associated gates, fences and/or other improvements. The Grantee must maintain the Private Road Easement in a neat and clean condition. All matters concerning the configuration, construction, installation, maintenance, replacement, and removal of the Road Improvements are at the Grantee's sole discretion, subject to performance of the Grantee's obligations herein. The Grantee has the right to remove or relocate any fences within the Private Road Easement or along 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 the Grantee and adjacent to the Private Road Easement, subject to replacement of the fences to their original condition on the completion of any such work.

Should any Grantee's use of any road located on the Private Road Easement for the ingress and egress of heavy equipment during any construction or maintenance operations cause excessive wear-and-tear or damage, then such Grantee shall bear all costs for making any repairs and restoring the road to its previous condition. Should a Grantee, its employees, contractors or representatives otherwise cause damage to any road, associated gates, fences and/or other improvements on the Private Road Easement, outside of the impact of normal use, farm and ranch traffic and wear-and-tear, such responsible Grantee shall bear all cost and responsibility for repairing such damage.

The Grantee shall maintain a reasonable speed when driving on the Private Road Easement, especially during periods of wet weather, and ensure that all such Grantee's employees, contractors, tenants and invitees do the same.

5. *Equitable Rights of Enforcement.* This Private Road 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 the Private Road Easement as established and limited herein; 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. *Binding Effect.* The rights and obligations of any party pursuant to this grant shall bind and inure to the benefit of such parties and their respective heirs, devisees, successors, and permitted assigns.

7. *Attorney's Fees.* If either 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.

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 is in the county or counties in which the Private Road Easement is located.

9. *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.

10. *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.

11. *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.

12. *Survival.* The obligations of the Parties in this agreement that cannot be or were not performed before termination of this agreement survive termination of this agreement.

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

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. *Recording.* This Private Road Easement shall be recorded in the official records of Bandera County, Texas to provide record notice of the rights herein granted.

17. *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.

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

Bandera Oaks Ranch, LLC

By: Trenton Horter
Trenton Horter, Manager

By: Michael Springer
Michael Springer, Manager

By: Darryl Adams
Darryl Adams, Manager

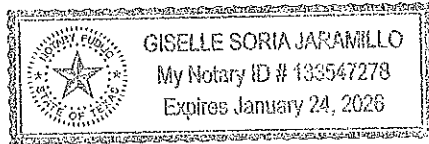
By: John Schwerer
John Schwerer, Manager

THE STATE OF TEXAS

COUNTY OF Travis

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This instrument was acknowledged before me on this 19th day of September ^{GIS} ~~August~~, 2022, by Trenton Horter, Manager of Bandera Oaks Ranch, LLC, on its behalf.



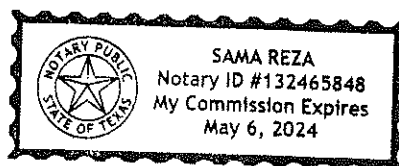
Giselle Soria Jaramillo
Notary Public, State of Texas

THE STATE OF TEXAS

COUNTY OF TRAVIS

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This instrument was acknowledged before me on this 17 day of Sept. ^(S.K.) ~~August~~, 2022, by Michael Springer, Manager of Bandera Oaks Ranch, LLC, on its behalf.



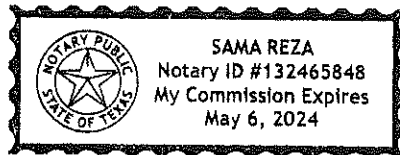
Sama Reza
Notary Public, State of TEXAS

THE STATE OF TEXAS

COUNTY OF TRAVIS

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This instrument was acknowledged before me on this 17 day of ^{Sept}~~August~~, 2022, by Darryl Adams, Manager of Bandera Oaks Ranch, LLC, on its behalf. (initials)



[Signature]
Notary Public, State of TEXAS

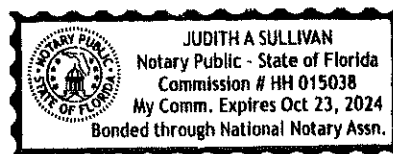
THE STATE OF Florida

COUNTY OF St Lucie

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This instrument was acknowledged before me on this 12 day of ^{September}~~August~~, 2022, by John Schwerer, Manager of Bandera Oaks Ranch, LLC, on its behalf.

[Signature]
Notary Public, State of _____



Return to:
Independence Title
5900 Shepherd Mountain Cove
Bldg. II, Ste. 300
Austin, TX 78730

After Recording Return To:
Bandera Oaks Ranch, LLC

5701 W Slaughter Ln, Bldg A130
Austin, TX 78749

Exhibit "A"

BEING A 440.999-ACRE TRACT, APPROXIMATELY 321.392 ACRES LYING IN THE HOUSTON EAST AND WEST TEXAS RAILWAY COMPANY SURVEY NO. 11, ABSTRACT NO. 703, AND APPROXIMATELY 119.607 ACRES LYING IN THE ROBERT DUNLAP SURVEY NO. 250.2, ABSTRACT NO. 532, ALL IN BANDERA COUNTY, TEXAS, BEING ALL OF THAT TRACT DESCRIBED AS 161.92 ACRES IN A WARRANTY DEED WITH VENDOR'S LIEN AS RECORDED IN VOLUME 359, PAGE 630, OFFICIAL PUBLIC RECORDS, AND ALL OF THAT TRACT DESCRIBED AS 279.82 ACRES IN A WARRANTY DEED WITH VENDOR'S LIEN AS RECORDED IN VOLUME 401, PAGE 328, OFFICIAL PUBLIC RECORDS, BOTH OF BANDERA COUNTY, TEXAS.

Exhibit "B"

BEING A 5.468 ACRE 60-FOOT STRIP OF LAND, APPROXIMATELY 0.143 ACRES LYING IN THE HOUSTON EAST AND WEST TEXAS RAILWAY COMPANY SURVEY NO. 11, ABSTRACT NO. 703, AND APPROXIMATELY 5.325 ACRES LYING IN THE ROBERT DUNLAP SURVEY NO. 250.2, ABSTRACT NO. 532, ALL IN BANDERA COUNTY, TEXAS, AND BEING OUT OF AND BEING A PART OF THAT SAME 440.999 ACRES DESCRIBED AS "TRACT 1" IN A GENERAL WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN VOLUME 1241, PAGE 111, OFFICIAL PUBLIC RECORDS, BANDERA COUNTY, TEXAS (OPR), THIS 5.468 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod found for the south corner of said 5.468-acre tract, at the west corner of a called 27.747-acre tract described in deed to Moises G. Rodriguez, et ux recorded in Volume 757, Page 845, OPR and on the northeast line of a called 0.114-acre tract described in deed to Moises G. Rodriguez, et ux recorded in Volume 757, Page 845 OPR;

THENCE North 34°56'53" West 174.71 feet with the common line of this 5.468-acre tract and said 0.114-acre tract and the northeast boundary of a called 7.44-acre tract described in deed to Guillermo Aguilar recorded in Volume 947, Page 769, OPR, to a 1/2" iron rod stamped "RPLS 6500" set for the lower northwest corner of said 5.468-acre tract, at the southwest corner of a called 26.99-acre tract described in deed to Sangha-Bucha Buddhist Temple recorded in Volume 423, Page 518, OPR;

THENCE with the common lines of said 26.99-acre tract, the following two (2) courses and distances:

- 1) **North 84°59'30" East 257.13 feet** to a 1/2" iron rod found for an angle corner of said 5.468-acre tract
- 2) **North 55°58'00" East 676.01 feet** to a 1/2" iron rod found for an angle corner of said 5.468-acre tract, at the east corner of said 26.99 acre-tract and at an angle corner of said 440.999 acres;

THENCE departing from the common line of said 26.99-acre tract and said 440.999 acres and meandering through said 440.999 acres the following eight (8) courses and distances:

- 1) **North 56°11'07" East 419.21 feet** to a point for the westernmost east corner of said 5.468-acre tract;
- 2) **North 29°54'14" West 1539.02 feet** to a point for an angle corner of this 5.468-acre tract;
- 3) **North 46°23'01" West 723.70 feet** to a point for an angle corner of this 5.468-acre tract;
- 4) **North 89°46'37" West 70.75 feet** to a point for an angle corner of this 5.468-acre tract;
- 5) **South 74°57'00" West 160.81 feet** to a point for the southernmost northwest corner of said 5.468-acre tract;
- 6) **North 33°12'38" West 63.15 feet** to a point for the northwest corner of said 5.468-acre tract;
- 7) **North 74°57'00" East 188.53 feet** to a point for the northernmost corner of said 5.468-acre tract;
- 8) **South 89°46'37" East 98.30 feet** to a point for the easternmost north corner of said 5.468-acre tract, from which a wire fence bears approximately 3 feet to the northeast;

THENCE meandering through said 440.999 acres generally along a wire fence, the following three (3) courses and distances:

- 1) **South 48°16'47" East 90.55 feet** to a point for an angle corner of said 5.468-acre tract;
- 2) **South 46°23'01" East 668.93 feet** to a 1/2" iron rod found for an angle corner of this 5.468-acre tract;
- 3) **South 29°54'14" East 1597.09 feet** to a point for the east corner of said 5.468-acre tract, on the southeast boundary of said 440.999 acres and on the northwest boundary of said 27.747-acre tract, from which a 1/2" iron rod stamped "RPLS 6500" set for the southeast corner of said 440.999 acres bears North 56°11'07" East 242.72 feet;

THENCE South 56°11'07" West 1373.57 feet with the common line of this 5.468-acre tract and said 27.747-acre tract to the **POINT OF BEGINNING**, and containing 5.468 acres of land.

10/05/2022 at 11:48 AM
2022-04141
FILED FOR RECORD
SHARON BLASIG
COUNTY CLERK
LEE COUNTY, TX