

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION of Covenants, Conditions and Restrictions (herein called "Declaration") is made effective as of the 12 day of July, 2021, by North Forty Undertaking, LLC, a Texas LLC, (herein called "Declarant").

WITNESSETH:

WHEREAS, Declarant previously executed those certain Declaration of Covenants, Conditions and Restrictions dated June 17, 2021, recorded in Document Number 202101024792 of the Official Records of Smith County, Texas. That document was executed prior to Declarant's ownership of the Property and those restrictions are hereby released for all purposes.

WHEREAS, Declarant owns that certain property described in a deed dated July 12, 2021, from Mark A. Ross and wife, Melinda L. Ross, being recorded in Document Number 202101028052 of the Official Records of Smith County, Texas (the "Property"); and

WHEREAS, in order to enable Declarant to implement a general plan of development and accomplish the development of such lands as a first-class residential development of high quality and standards in a consistent manner, with continuity, and to insure the creation of an architecturally harmonious subdivision, Declarant desires to subject the Property, as hereinafter defined, to the covenants, conditions and restrictions hereinafter set forth (herein collectively called the "Covenants");

NOW, THEREFORE, Declarant hereby declares that the Property shall be held, sold, and conveyed Subject to the Covenants,

ARTICLE I

DEFINITIONS

The following words, phrases, or terms used in this Declaration shall have the following meanings:

A. "Covenants" shall mean the covenants, conditions, assessments, charges, servitudes, liens, reservations, and easements set forth herein.

B. "Declarant" shall mean North Forty Undertaking, LLC, a Texas LLC, and any successor and assign of Declarant's rights and powers hereunder, but with respect to any Such Successor or assign (1) such successor or assign shall not be deemed to be a "Declarant" unless Such successor or assign is designated as such pursuant to a written instrument signed by Declarant (which written instrument shall be filed of record in the Official Public Records of Smith County, Texas, designating that part of the Property to which it relates) and (ii) Such Successor or assign Shall Only have those rights and powers of Declarant that are specifically assigned by such written instrument.

C. "Declarant Land" shall mean such part or parts of the Property, including but not limited to the Lots owned by Declarant, together with the buildings, structures and improvements thereon, if any, as may be owned now or at any time hereafter by the Declarant, for as long as the Declarant is the owner thereof. Declarant Land shall include any Lot or parcel of the Property which is reacquired by Declarant through foreclosure and reconveyance or assignment in lieu of foreclosure or in Cancellation of any purchase money indebtedness owed to Declarant.

D. "Declaration" shall mean this Declaration of Covenants, Conditions and Restrictions, as amended or supplemented from time to time.

E. "Deed" shall mean a deed or other instrument conveying the fee simple title to all or any portion of the Property, including but not limited to a Lot.

F. "Dwelling Unit" shall mean any portion of a building situated on a Lot designed and intended for use and occupancy as a residence by a single family.

G. "Exempt Property" shall mean the following parts of the Property:

(1) All land and Permanent Improvements owned by or dedicated to and accepted by the United States, the State of Texas, the County of Smith, or any political subdivision thereof, for as long as such entity or political subdivision is the Owner thereof, or for so long as said dedication remains effective.

H. "Lot" shall mean any of the tracts described on what is attached hereto as Exhibit "A."

I. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot but excluding those having such interest merely as security for the performance of an obligation.

J. "Permanent Improvements" shall mean with respect to any Lot or any other portion or parcel of the Property, any and all improvements, structures, and other materials and things (including, but without limitation, trees, berms, shrubs, hedges, and fences) which, at the time of each Assessment, are located thereon.

K. "Person" shall mean and refer to an individual, corporation, partnership, association, trust or other legal entity or any combination thereof.

M. "Property" shall mean all of the property described on what is attached hereto as Exhibit "A."

ARTICLE II

COVENANTS BINDING ON PROPERTY AND OWNERS

2.01 Property Bound. From and after the date of recordation of the Declaration, the Property shall be subject to the Covenants, and the Covenants shall run with, be for the benefit of, bind, and burden the Property.

2.02 Owners Bound. From and after the date of recordation of the Declaration, the Covenants shall be binding upon and inure to the benefit of each Owner and his heirs, executors, administrators, personal representatives, successors, and assigns, whether or not so provided or otherwise mentioned in the Deed. Except with respect to the Exempt Property, each Owner of a Lot for himself, his heirs, executors, administrators, personal representatives, successors, and assigns, expressly agrees to pay, and to be personally liable for, the Assessments provided for hereunder, and to be bound by all of the Covenants herein set forth.

ARTICLE III

GENERAL RESTRICTIONS

3.01 Single-Family Residential Purposes. All Lots in the Property shall be used only for single-family residential purposes. No noxious or offensive activity of any sort shall be permitted, nor shall anything be done on any Lot which may be or become an annoyance or nuisance to the neighborhood. No Lot in the Property shall be used for any commercial, business or other professional purposes, even though such business, professional, or commercial use be subordinate or incident to the use of the premises as a residence.

3.02 Types of Structures. No building shall be erected, altered, or permitted to remain on any Lot in the Property other than one (1) detached single-family residential dwelling not to exceed two and one-half (2 1/2) stories in height. Provided, however, that each Lot may contain an outbuilding or shop so long as the side of the building facing the road is composed of the same exterior materials as the residence. Manufactured homes are strictly prohibited.

3.03 Minimum Square Footage. The heated and cooled living area of each residence (exclusive of porches, patios, garage, terraces, or driveways) on each Lot shall not be less than Two Thousand Hundred (2,000) square feet.

3.04 Minimum Setbacks. The front setback line for each Lot shall be one hundred feet (150') from the street, the side setback line shall be fifty feet (50') from the adjoining property line or a side street, and the rear setback line shall be fifty feet (50') from the rear property line.

3.05 Prohibited Activities. The firing of any rifle or pistol and hunting of any kind shall be prohibited. The firing of a shotgun is permissible provided that it can be done in a safe environment and in compliance with all applicable laws and ordinances. The use of all-terrain vehicles (ATV) shall be prohibited. Provided, however, that golf carts and wide by sides are permissible.

3.06 Air Conditioners and Heaters. No window or wall type air Conditioners or heater shall be permitted on any Lot.

3.07 Damages During Construction. Each Owner shall take care not to cause damage to any street, easement or any other portion of or improvement on the Property during construction or alteration or any improvement on any Lot. In the course of any such construction or alteration, such Owner shall repair any damage so caused. Each Owner shall indemnify and hold harmless the Declarant from any and all costs, losses, damages and attorneys' fees incurred by the Declarant or Association in connection with or arising out of any such construction or alteration.

3.08 Architectural Control. Each Owner shall submit plans and any drawings for any proposed improvements to be constructed on any Lot to the Declarant for approval. If Declarant has not denied the plans within ten (10) days of the actual receipt of the plans, the proposed construction shall be deemed to have been approved.

3.09 Animals. Each Owner may have up to four horses or cows. Notwithstanding anything contained herein, no Owner shall keep on any Lot any dog of a Rottweiler or Pit Bull breed.

3.10 Recreational Vehicle Parking. Any recreational vehicle (RV) must be parked inside a garage or other building.

ARTICLE IV

TERM, AMENDMENTS, TERMINATIONS

4.01 Term; Method of Termination. This Declaration shall be effective upon the date of recordation, hereof and, as amended from time to time, shall continue in full force and effect to and including December 31, 2045. From and after said date, this Declaration, as amended, shall be automatically extended for successive periods of ten (10) years each, unless there is an affirmative vote to terminate this Declaration by the then Owners casting eighty percent (80%) of the total votes (each Owner other than Declarant having one vote per Lot owned with Declarant having three votes per Lot owned), present at the meeting held for such purpose within six (6) months prior to the expiration of the initial effective period hereof or any ten (10) year extension. However, no amendment shall have retroactive application.

4.02 Amendments. This Declaration may be amended or changed in whole or in part at any time by obtaining (i) the affirmative vote of fifty-one percent (51%) of the total votes each Owner other than Declarant having one (1) vote per Lot owned with Declarant having three (3) votes per Lot owned present at a special meeting called pursuant to Section 4.03.

4.03 Election Procedures for Amendments and Termination. The affirmative votes required under Section 4.01 or 4.02 shall be obtained and evidenced by the requisite vote by the Owners (including Declarant) present at a meeting of Owners duly called by at least ten (10) Owners or by the Declarant pursuant to notice to all of the Owners on or prior to ten (10) days before the date of the meeting at which meeting the requisite percentage of Owners, in person or by proxy, vote to so amend or terminate this Declaration (and the Covenants herein). The notice of the meeting must set forth the proposal as to amendment of this Declaration (and/or the Covenants contained herein) and such affirmative vote of the requisite percentage of Owners must be evidenced by minutes of the meeting duly certified by the Owners who called the meeting or the Declarant. In any event, a copy of the minutes must be delivered to the Declarant. There shall be no quorum requirements for any meetings held pursuant to this Section.

4.04 Recording of Amendments. Upon the requisite percentage of Owners duly voting to amend this Declaration (and/or the Covenants contained herein) and upon the other conditions set forth in Section 4.01 and 4.02 (as the case may be) and Section 4.03 of this Article being satisfied, then this amendment shall be executed by the Declarant, placed in recordable form, and filed of record in the Official Public Records of Smith County, Texas, accompanied by a statement that the requisite percentage of Owners have voted to make Such amendment to this Declaration.

4.05 Effect. Upon the filing of an amendment in accordance with Section 4.04, this Declaration and the Covenants, as amended, shall remain in full force and effect.

ARTICLE V

RESERVATION OF RIGHT TO RESUBDIVIDE AND REPLAT RESERVED AREA AND LOTS

Subject to the approval of any and all appropriate governmental agencies having jurisdiction, Declarant hereby reserves the right at any time while it is the Owner thereof to subdivide or resubdivide, as the case may be, and/or plat or replat, as the case may be, all or any portion of Declarant Land, the Common Areas and any Lot or Lots without the consent of any Owner.

ARTICLE VI

MISCELLANEOUS

6.01 Interpretation of the Covenants. Except for judicial Construction, the Declarant shall have the exclusive right to construe and interpret the provisions of this Declaration. In the absence of any adjudication to the contrary by a court of competent jurisdiction, the Declarant's construction or interpretation of the provisions hereof shall be final, conclusive, and binding as to all persons and property benefited or bound by the Covenants and provisions hereof.

6.02 Severability. Any determination by any court of competent jurisdiction that any provision of this Declaration is invalid or unenforceable shall not affect the validity or enforceability of any of the other provisions hereof.

6.03 Rule Against Perpetuities. If any interest purported to be created by this declaration is challenged under the Rule against Perpetuities or any related rule, the interest shall be construed as becoming void and of no effect as of the end of the applicable period of perpetuities computed from the date when the period of perpetuities starts to run on the challenged interest; the "lives in being" for computing the period of perpetuities shall be (a) those which would be used in determining the validity of the challenged interest, plus (b) if applicable, those of the issue of the Declarant who are living at the time the period of perpetuities starts to run on the challenged interest.

6.04 Change of Circumstance. Except as otherwise expressly provided in this Declaration, no change of conditions or circumstance shall operate to extinguish, terminate, or modify any of the provisions of this Declaration.

6.05 Rules and Regulations. In addition to the right to adopt rules and regulations on the matters expressly mentioned elsewhere in this Declaration, the Declarant shall have the right to adopt rules and regulations with respect to all other aspects of the Declarant's rights, activities, and duties, provided said rules and regulations are not inconsistent with the provisions of this Declaration.

6.06 Declarant's Disclaimer of Representations. Anything to the Contrary in this Declaration notwithstanding, and except as otherwise may be expressly set forth on a recorded plat or other instrument recorded in the Official Public Records of Smith County, Texas, Declarant makes no warranties or representations whatsoever that the plans presently envisioned for the complete development of the Property can or will be carried out, or that any land now owned or hereafter acquired by it is or will be subjected to this Declaration, or that any such land (whether or not it has been subjected to this Declaration) is or will be committed to or developed for a particular (or any) use, or that if such land is once used for a particular use, such use will continue in effect.

6.07 Limitation of Liability. In the absence of gross negligence or willful misconduct attributable to Declarant or its successors or assigns, neither Declarant nor its successors or assigns shall have any liability arising out of the performance or nonperformance of any of the rights and powers reserved unto Declarant, its successors or assigns pursuant to this Declaration.

6.08 Successors and Assigns of Declarant. Any reference in this Declaration to Declarant Shall include any successors or assigns of any of Declarant's rights and powers hereunder.

6.09 Gender and Number. Wherever the context of this Declaration so requires, words used in the masculine gender shall include the feminine and neuter genders; words used in the neuter gender shall include the masculine and feminine genders; words in the singular shall include the plural; and words in the plural shall include the singular.

6.10 Captions and Titles. All captions, titles, or headings of the Articles and Sections in this Declaration are for the purpose of reference and convenience only, and are not to be deemed to limit, modify, or otherwise affect any of the provisions hereof, or to be used in determining the intent or context thereof.

6.11 Notices. Any notice required or permitted to be delivered as provided herein may be delivered either personally or by mail. If delivery is made by mail, delivery shall be deemed to have been made twenty-four (24) hours after a copy of the notice has been deposited in the United States mail, postage prepaid, registered or certified mail, addressed to each such person at the address given by such person to the party sending the notice or to the address of the Dwelling Unit of such person if no address has been given. Such address may be changed from time to time by notice in writing.

6.12 Prior Recorded Instruments. This Declaration and all of the provisions hereof are expressly Subject to all prior recorded documents affecting the Property, including without limitation, the Reservation of Architectural Control as 'defined herein.

6.13 Enforcement of the Covenants. Notwithstanding anything to the contrary herein, in the event of any violation or attempted violation of any of the provisions hereof, including any of the Covenants, enforcement shall be authorized by any proceedings at law or in equity against any person or persons violating or attempting to violate any of such provisions, including proceedings to restrain or prevent such violation or attempted violation by injunction, whether prohibitive in nature or mandatory in commanding compliance with such provisions; and it shall not be a prerequisite to the granting of any such injunction to show inadequacy of legal remedy or irreparable harm. Likewise, any person entitled to enforce the provisions hereof may recover such damages as such person has sustained by reason of the violation of such provisions.

IN WITNESS WHEREOF, the undersigned have hereunto caused their names to be signed by the signature of their duly authorized official as of the day and year first above written.

**North Forty Undertaking, LLC, a
Texas limited liability company**

By: 
Name: Dustin Davis
Title: Managing Member

STATE OF TEXAS, COUNTY OF SMITH

This instrument was acknowledged before me on the 12 day of July, 2021, by Dustin Davis, as Managing Member of North Forty Undertaking, LLC.

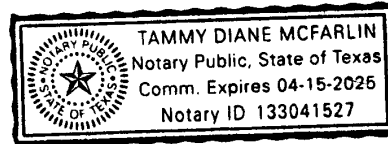
NOTARY PUBLIC STATE TX

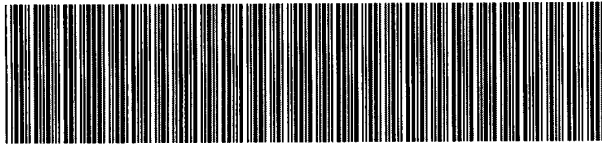
Printed Name of Notary:

Tammy McFarlin

My commission expires: 4-15-2025

After recording, return to:
North Forty Undertaking, LLC





VG-151-2021-202101029680

Smith County
Karen Phillips
Smith County Clerk

Document Number: 202101029680

Real Property Recordings
RESTRICTION

Recorded On: July 21, 2021 01:47 PM

Number of Pages: 8

Billable Pages: 7

" Examined and Charged as Follows: "

Total Recording: \$50.00

***** THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 202101029680

Receipt Number: 20210721000170

Recorded Date/Time: July 21, 2021 01:47 PM

User: Suni W



STATE OF TEXAS

Smith County

**I hereby certify that this Instrument was filed in the File Number sequence on the date/time
printed hereon, and was duly recorded in the Official Records of Smith County, Texas**

Karen Phillips
Smith County Clerk
Smith County, TX

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION of Covenants, Conditions and Restrictions (herein called "Declaration") is made effective as of the 17th day of June, 2021, by North Forty Undertaking, LLC, a Texas LLC, (herein called "Declarant").

W I T N E S S E T H :

WHEREAS, Declarant owns that certain property described on what is attached hereto as Exhibit "A" being in various tracts of land more particularly described therein (the "Property"); and

WHEREAS, in order to enable Declarant to implement a general plan of development and accomplish the development of such lands as a first-class residential development of high quality and standards in a consistent manner, with continuity, and to insure the creation of an architecturally harmonious subdivision, Declarant desires to subject the Property, as hereinafter defined, to the covenants, conditions and restrictions hereinafter set forth (herein collectively called the "Covenants");

NOW, THEREFORE, Declarant hereby declares that the Property shall be held, sold, and conveyed Subject to the Covenants,

ARTICLE I

DEFINITIONS

The following words, phrases, or terms used in this Declaration shall have the following meanings:

A. "Covenants" shall mean the covenants, conditions, assessments, charges, servitudes, liens, reservations, and easements set forth herein.

B. "Declarant" shall mean North Forty Undertaking, LLC, a Texas LLC, and any successor and assign of Declarant's rights and powers hereunder, but with respect to any Such Successor or assign (1) such successor or assign shall not be deemed to be a "Declarant" unless Such successor or assign is designated as such pursuant to a written instrument signed by Declarant (which written instrument shall be filed of record in the Official Public Records of Smith County, Texas, designating that part of the Property to which it relates) and (ii) Such Successor or assign Shall Only have those rights and powers of Declarant that are specifically assigned by such written instrument.

C. "Declarant Land" shall mean such part or parts of the Property, including but not limited to the Lots owned by Declarant, together with the buildings, structures and improvements thereon, if any, as may be owned now or at any time hereafter by the Declarant, for as long as the Declarant is the owner thereof. Declarant Land shall include any Lot or parcel of the Property which is reacquired by Declarant through foreclosure and reconveyance or assignment in lieu of foreclosure or in Cancellation of any purchase money indebtedness owed to Declarant.

D. "Declaration" shall mean this Declaration of Covenants, Conditions and Restrictions, as amended or supplemented from time to time.

E : "Deed" shall mean a deed or other instrument conveying the fee simple title to all or any portion of the Property, including but not limited to a Lot.

F. "Dwelling Unit" shall mean any portion of a building situated on a Lot designed and intended for use and occupancy as a residence by a single family.

G. "Exempt Property" shall mean the following parts of the Property:

(1) All land and Permanent Improvements owned by or dedicated to and accepted by the United States, the State of Texas, the County of Smith, or any political subdivision thereof, for as long as such entity or political subdivision is the Owner thereof, or for so long as said dedication remains effective.

H. "Lot" shall mean any of the tracts described on what is attached hereto as Exhibit "A."

I. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot but excluding those having such interest merely as security for the performance of an obligation.

J "Permanent Improvements" shall mean with respect to any Lot or any other portion or parcel of the Property, any and all improvements, structures, and other materials and things (including, but without limitation, trees, berms, shrubs, hedges, and fences) which, at the time of each Assessment, are located thereon.

K. "Person" shall mean and refer to an individual, corporation, partnership, association, trust or other legal entity or any combination thereof.

M. "Property" shall mean all of the property described on what is attached hereto as Exhibit "A."

ARTICLE II

COVENANTS BINDING ON PROPERTY AND OWNERS

2.01 Property Bound. From and after the date of recordation of the Declaration, the Property shall be subject to the Covenants, and the Covenants shall run with, be for the benefit of, bind, and burden the Property.

2.02 Owners Bound. From and after the date of recordation of the Declaration, the Covenants shall be binding upon and inure to the benefit of each Owner and his heirs, executors, administrators, personal representatives, successors, and assigns, whether or not so provided or otherwise mentioned in the Deed. Except with respect to the Exempt Property, each Owner of a Lot for himself, his heirs, executors, administrators, personal representatives, successors, and assigns, expressly agrees to pay, and to be personally liable for, the Assessments provided for hereunder, and to be bound by all of the Covenants herein set forth.

ARTICLE III

GENERAL RESTRICTIONS

3.01 Single-Family Residential Purposes. All Lots in the Property shall be used only for single-family residential purposes. No noxious or offensive activity of any sort shall be permitted,

nor shall anything be done on any Lot which may be or become an annoyance or nuisance to the neighborhood. No Lot in the Property shall be used for any commercial, business or other professional purposes, even though such business, professional, or commercial use be subordinate or incident to the use of the premises as a residence.

3.02 Types of Structures. No building shall be erected, altered, or permitted to remain on any Lot in the Property other than one (1) detached single-family residential dwelling not to exceed two and one-half (2 1/2) stories in height. Provided, however, that each Lot may contain an outbuilding or shop so long as the side of the building facing the road is composed of the same exterior materials as the residence. Manufactured homes are strictly prohibited.

3.03 Minimum Square Footage. The heated and cooled living area of each residence (exclusive of porches, patios, garage, terraces, or driveways) on each Lot shall not be less than Two Thousand Hundred (2,000) square feet.

3.04 Minimum Setbacks. The front setback line for each Lot shall be one hundred feet (150') from the street, the side setback line shall be fifty feet (50') from the adjoining property line or a side street, and the rear setback line shall be fifty feet (50') from the rear property line.

3.05 Prohibited Activities. The firing of any rifle or pistol and hunting of any kind shall be prohibited. The firing of a shotgun is permissible provided that it can be done in a safe environment and in compliance with all applicable laws and ordinances. The use of all-terrain vehicles (ATV) shall be prohibited. Provided, however, that golf carts and wide by sides are permissible.

3.06 Air Conditioners and Heaters. No window or wall type air Conditioners or heater shall be permitted on any Lot.

3.07 Damages During Construction. Each Owner shall take care not to cause damage to any street, easement or any other portion of or improvement on the Property during construction or alteration or any improvement on any Lot. In the course of any such construction or alteration, such Owner shall repair any damage so caused. Each Owner shall indemnify and hold harmless the Declarant from any and all costs, losses, damages and attorneys' fees incurred by the Declarant or Association in connection with or arising out of any such construction or alteration.

3.08 Architectural Control. Each Owner shall submit plans and any drawings for any proposed improvements to be constructed on any Lot to the Declarant for approval. If Declarant has not denied the plans within ten (10) days of the actual receipt of the plans, the proposed construction shall be deemed to have been approved.

3.09 Animals. Each Owner may have up to four horses or cows. Notwithstanding anything contained herein, no Owner shall keep on any Lot any dog of a Rottweiler or Pit Bull breed.

3.10 Recreational Vehicle Parking. Any recreational vehicle (RV) must be parked inside a garage or other building.

ARTICLE IV

TERM, AMENDMENTS, TERMINATIONS

4.01 Term; Method of Termination. This Declaration shall be effective upon the date of recordation, hereof and, as amended from time to time, shall continue in full force and effect to and including December 31, 2045. From and after said date, this Declaration, as amended, shall be automatically extended for successive periods of ten (10) years each, unless there is an affirmative vote to terminate this Declaration by the then Owners casting eighty percent (80%) of the total votes (each Owner other than Declarant having one vote per Lot owned with Declarant having three votes per Lot owned), present at the meeting held for such purpose within six (6) months prior to the expiration of the initial effective period hereof or any ten (10) year extension. However, no amendment shall have retroactive application.

4.02 Amendments. This Declaration may be amended or changed in whole or in part at any time by obtaining (i) the affirmative vote of fifty-one percent (51%) of the total votes each Owner other than Declarant having one (1) vote per Lot owned with Declarant having three (3) votes per Lot owned present at a special meeting called pursuant to Section 4.03.

4.03 Election Procedures for Amendments and Termination. The affirmative votes required under Section 4.01 or 4.02 shall be obtained and evidenced by the requisite vote by the Owners (including Declarant) present at a meeting of Owners duly called by at least ten (10) Owners or by the Declarant pursuant to notice to all of the Owners on or prior to ten (10) days before the date of the meeting at which meeting the requisite percentage of Owners, in person or by proxy, vote to so amend or terminate this Declaration (and the Covenants herein). The notice of the meeting must set forth the proposal as to amendment of this Declaration (and/or the Covenants contained herein) and such affirmative vote of the requisite percentage of Owners must be evidenced by minutes of the meeting duly certified by the Owners who called the meeting or the Declarant. In any event, a copy of the minutes must be delivered to the Declarant. There shall be no quorum requirements for any meetings held pursuant to this Section.

4.04 Recording of Amendments. Upon the requisite percentage of Owners duly voting to amend this Declaration (and/or the Covenants contained herein) and upon the other conditions set forth in Section 4.01 and 4.02 (as the case may be) and Section 4.03 of this Article being satisfied, then this amendment shall be executed by the Declarant, placed in recordable form, and filed of record in the Official Public Records of Smith County, Texas, accompanied by a statement that the requisite percentage of Owners have voted to make Such amendment to this Declaration.

4.05 Effect. Upon the filing of an amendment in accordance with Section 4.04, this Declaration and the Covenants, as amended, shall remain in full force and effect.

ARTICLE V

RESERVATION OF RIGHT TO RESUBDIVIDE AND REPLAT RESERVED AREA AND LOTS

Subject to the approval of any and all appropriate governmental agencies having jurisdiction, Declarant hereby reserves the right at any time while it is the Owner thereof to subdivide or resubdivide, as the case may be, and/or plat or replat, as the case may be, all or any

portion of Declarant Land, the Common Areas and any Lot or Lots without the consent of any Owner.

ARTICLE VI

MISCELLANEOUS

6.01 Interpretation of the Covenants. Except for judicial Construction, the Declarant shall have the exclusive right to construe and interpret the provisions of this Declaration. In the absence of any adjudication to the contrary by a court of competent jurisdiction, the Declarant's construction or interpretation of the provisions hereof shall be final, conclusive, and binding as to all persons and property benefited or bound by the Covenants and provisions hereof.

6.02 Severability. Any determination by any court of competent jurisdiction that any provision of this Declaration is invalid or unenforceable shall not affect the validity or enforceability of any of the other provisions hereof.

6.03 Rule Against Perpetuities. If any interest purported to be created by this declaration is challenged under the Rule against Perpetuities or any related rule, the interest shall be construed as becoming void and of no effect as of the end of the applicable period of perpetuities computed from the date when the period of perpetuities starts to run on the challenged interest; the "lives in being" for computing the period of perpetuities shall be (a) those which would be used in determining the validity of the challenged interest, plus (b) if applicable, those of the issue of the Declarant who are living at the time the period of perpetuities starts to run on the challenged interest.

6.04 Change of Circumstance. Except as otherwise expressly provided in this Declaration, no change of conditions or circumstance shall operate to extinguish, terminate, or modify any of the provisions of this Declaration.

6.05 Rules and Regulations. In addition to the right to adopt rules and regulations on the matters expressly mentioned elsewhere in this Declaration, the Declarant shall have the right to adopt rules and regulations with respect to all other aspects of the Declarant's rights, activities, and duties, provided said rules and regulations are not inconsistent with the provisions of this Declaration.

6.06 Declarant's Disclaimer of Representations. Anything to the Contrary in this Declaration notwithstanding, and except as otherwise may be expressly set forth on a recorded plat or other instrument recorded in the Official Public Records of Smith County, Texas, Declarant makes no warranties or representations whatsoever that the plans presently envisioned for the complete development of the Property can or will be carried out, or that any land now owned or hereafter acquired by it is or will be subjected to this Declaration, or that any such land (whether or not it has been subjected to this Declaration) is or will be committed to or developed for a particular (or any) use, or that if such land is once used for a particular use, such use will continue in effect.

6.07 Limitation of Liability. In the absence of gross negligence or willful misconduct attributable to Declarant or its successors or assigns, neither Declarant nor its successors or assigns shall have any liability arising out of the performance or nonperformance of any of the rights and powers reserved unto Declarant, its successors or assigns pursuant to this Declaration.

6.08 Successors and Assigns of Declarant. Any reference in this Declaration to Declarant Shall include any successors or assigns of any of Declarant's rights and powers hereunder.

6.09 Gender and Number. Wherever the context of this Declaration so requires, words used in the masculine gender shall include the feminine and neuter genders; words used in the neuter gender shall include the masculine and feminine genders; words in the singular shall include the plural; and words in the plural shall include the singular.

6.10 Captions and Titles. All captions, titles, or headings of the Articles and Sections in this Declaration are for the purpose of reference and convenience only, and are not to be deemed to limit, modify, or otherwise affect any of the provisions hereof, or to be used in determining the intent or context thereof.

6.11 Notices. Any notice required or permitted to be delivered as provided herein may be delivered either personally or by mail. If delivery is made by mail, delivery shall be deemed to have been made twenty-four (24) hours after a copy of the notice has been deposited in the United States mail, postage prepaid, registered or certified mail, addressed to each such person at the address given by such person to the party sending the notice or to the address of the Dwelling Unit of such person if no address has been given. Such address may be changed from time to time by notice in writing.

6.12 Prior Recorded Instruments. This Declaration and all of the provisions hereof are expressly Subject to all prior recorded documents affecting the Property, including without limitation, the Reservation of Architectural Control as 'defined herein.

6.13 Enforcement of the Covenants. Notwithstanding anything to the contrary herein, in the event of any violation or attempted violation of any of the provisions hereof, including any of the Covenants, enforcement shall be authorized by any proceedings at law or in equity against any person or persons violating or attempting to violate any of such provisions, including proceedings to restrain or prevent such violation or attempted violation by injunction, whether prohibitive in nature or mandatory in commanding compliance with such provisions; and it shall not be a prerequisite to the granting of any such injunction to show inadequacy of legal remedy or irreparable harm. Likewise, any person entitled to enforce the provisions hereof may recover such damages as such person has sustained by reason of the violation of such provisions.

IN WITNESS WHEREOF, the undersigned have hereunto caused their names to be signed by the signature of their duly authorized official as of the day and year first above written.

**North Forty Undertaking, LLC, a
Texas limited liability company**

By:  _____

Name: Dustin Davis

Title: Managing Member

STATE OF TEXAS, COUNTY OF SMITH

This instrument was acknowledged before me on the 17th day of June, 2021, by Dustin Davis, as Managing Member of North Forty Undertaking, LLC.



Sarah Hays
NOTARY PUBLIC STATE TX

Printed Name of Notary:

Sarah Hays

My commission expires: 5/18/24

After recording, return to:

North Forty Undertaking, LLC

15327 CR 2123
Whitehouse, TX 75791

EXHIBIT "A"

TRACT ONE:

BEING 10.479 acres of land situated in the W.M. Collins Survey, Abstract No. 246, Smith County, Texas, being a part of the residue of that certain called 365.57 acre tract of land described in a special warranty deed from Genecov DMLT, Ltd. to Mark A. Ross and Melinda L. Ross, as recorded in Instrument Number 2013-00055425 of the Official Public Records of Smith County, Texas, said 10.479 acres of land being more particularly described by metes and bounds as follows:

BEGINNING at a mag nail (set) at the southeast corner of the above referenced 365.57 acre tract, and being at the southwest corner of that certain called 0.142 of an acre tract of land described in a warranty deed with vendor's lien to Toby Simpson and Julie S. Simpson, as recorded in Instrument Number 20190100033800 of the Official Public Records of Smith County, Texas, and being located in or near the centerline of County Road 2125, and being at the southeast corner of said W.M. Collins Survey, and being the southeast corner of the herein described tract;

THENCE South 87°51'45" West, for a distance of 410.10 feet, with a south line of the above mentioned 365.57 acre tract to a mag nail (set) in a south line of same, and being located in or near the centerline of the above mentioned County Road 2125, and being the southwest corner of the herein described tract;

THENCE North 02°08'27" West, over and across said 365.57 acre tract for a distance of 1118.00 feet to a 1/2" iron rod with cap marked "HALO 5984" (set) at the northwest corner of the herein described tract;

THENCE North 87°51'45" East, over and across said 365.57 acre tract for a distance of 406.45 feet to a 1/2" iron rod with cap marked "HALO 5984" (set) in the east line of said 365.57 acre tract, and being located in the west line of that certain called 31.955 acre tract of land described in a warranty deed to Delores J. Moser Germany and J. Michael Germany, as recorded in Instrument Number 2010-R00054840 of the Official Public Records of Smith County, Texas, and being the northeast corner of the herein described tract;

THENCE South 02°19'40" East, at a distance of 7.94 feet pass a 1/2" iron rod with cap (found), and continue with the west line of that certain called 21.140 acre tract described in a warranty deed to Zane L. Webb and Carolyn Shaw Webb, as recorded in Instrument Number 2010-R00054842 of the Official Public Records of Smith County, Texas, with the west line of that certain called 1.722 acre tract of land described in a warranty deed with vendor's lien to Toby Simpson and Julie S. Simpson, as recorded in Instrument Number 20190100033800 of the Official Public Records of Smith County, Texas, and continue for a total distance of 1118.01 feet back to the place of beginning, and containing 10.479 acres of land, of which approximately 0.282 of an acre lies within the calculated right of way of County Road 2125 and of which approximately 0.094 of an acre lies within the proposed 10' utility easement surveyed on even date.

Bearings are based upon the Texas Coordinate System, North Central Zone, North American Datum of 1983 as determined by GPS observations.

TRACT TWO:

BEING 10.526 acres of land situated in the W.M. Collins Survey, Abstract No. 246, Smith County, Texas, being a part of the residue of that certain called 365.57 acre tract of land described in a special warranty deed from Genecov DMLT, Ltd. to Mark A. Ross and Melinda L. Ross, as recorded in Instrument Number 2013-00055425 of the Official Public Records of Smith County, Texas, said 10.526 acres of land being more particularly described by metes and bounds as follows:

BEGINNING at a mag nail (set) in the south line of the above referenced 365.57 acre tract, and being located in or near the centerline of County Road 2125, and being located in or near the south line of said W.M. Collins Survey, and being the southeast corner of the herein described tract, from which a mag nail (previously set) at the southeast corner of the above mentioned 365.57 acre tract bears North 87°51'45" East, a distance of 410.10 feet;

THENCE South 87°51'45" West, for a distance of 410.10 feet, with a south line of the above mentioned 365.57 acre tract to a mag nail (set) in same, and being at the southeast corner of that certain 10.520 acre tract of land surveyed even date, and being located in or near the centerline of the above mentioned County Road 2125, and being the southwest corner of the herein described tract;

THENCE North 02°08'27" West, for a distance of 1118.00 feet, over and across said 365.57 acre tract to a 1/2" iron rod with cap marked "HALO 5984" (set) at the northeast corner of the above mentioned 10.520 acre tract surveyed even date, and being the northwest corner of the herein described tract;

THENCE North 87°51'45" East, for a distance of 410.10 feet to a 1/2" iron rod with cap marked "HALO 5984" (set) at the northeast corner of the herein described tract;

THENCE South 02°08'27" East, for a distance of 1118.00 feet back to the place of beginning, and containing 10.526 acres of land, of which approximately 0.282 of an acre lies within the calculated right of way of County Road 2125 and of which approximately 0.094 of an acre lies within a 10' utility easement surveyed on even date.

Bearings are based upon the Texas Coordinate System, North Central Zone, North American Datum of 1983 as determined by GPS observations.

TRACT THREE:

BEING 10.520 acres of land situated in the W.M. Collins Survey, Abstract No. 246, Smith County, Texas, being a part of the residue of that certain called 365.57 acre tract of land described in a special warranty deed from Genecov DMLT, Ltd. to Mark A. Ross and Melinda L. Ross, as recorded in Instrument Number 2013-00055425 of the Official Public Records of Smith County, Texas, said 10.520 acres of land being more particularly described by metes and bounds as follows:

BEGINNING at a mag nail (set) in the south line of the above referenced 365.57 acre tract, and being at the southwest corner of that certain 10.526 acre tract of land surveyed even date, and being located in or near the centerline of County Road 2125, and being located in or near the south line of said W.M. Collins Survey, and being the southeast corner of the herein described tract, from which a mag nail (previously set) at the southeast corner of the above mentioned 365.57 acre tract bears North 87°51'45" East, a distance of 820.20 feet;

THENCE South 87°51'45" West, for a distance of 409.90 feet, with a south line of the above mentioned 365.57 acre tract to a mag nail (set) at the southeast corner of that certain 10.523 acre tract of land surveyed even date, and being located in or near the centerline of the above mentioned County Road 2125, and being the southwest corner of the herein described tract;

THENCE North 02°08'27" West, for a distance of 1118.00 feet, over and across said 365.57 acre tract to a 1/2" iron rod with cap marked "HALO 5984" (set) at the northeast corner of the above mentioned 10.523 acre tract, and being the northwest corner of the herein described tract;

THENCE North 87°51'45" East, for a distance of 409.90 feet, over and across said 365.57 acre tract to a 1/2" iron rod with cap marked "HALO 5984" (set) at the northwest corner of the above mentioned 10.526 acre tract, and being the northeast corner of the herein described tract;

THENCE South 02°08'27" East, for a distance of 1118.00 feet back to the place of beginning, and containing 10.520 acres of land, of which approximately 0.282 of an acre lies within the calculated right of way of County Road 2125 and of which approximately 0.094 of an acre lies within a 10' utility easement surveyed on even date.

Bearings are based upon the Texas Coordinate System, North Central Zone, North American Datum of 1983 as determined by GPS observations.

TRACT FOUR:

BEING 10.523 acres of land situated in the W.M. Collins Survey, Abstract No. 246, Smith County, Texas, being a part of the residue of that certain called 365.57 acre tract of land described in a special warranty deed from Genecov DMLT, Ltd. to Mark A. Ross and Melinda L. Ross, as recorded in Instrument Number 2013-00055425 of the Official Public Records of Smith County, Texas, said 10.523 acres of land being more particularly described by metes and bounds as follows:

BEGINNING at a mag nail (set) in the south line of the above referenced 365.57 acre tract, and being at the southwest corner of that certain 10.520 acre tract of land surveyed even date, and being located in or near the centerline of County Road 2125, and being located in or near the south line of said W.M. Collins Survey, and being the southeast corner of the herein described tract, from which a mag nail (previously set) at the southeast corner of the above mentioned 365.57 acre tract bears North 87°51'45" East, a distance of 1230.10 feet;

THENCE South 87°51'45" West, for a distance of 410.00 feet, with a south line of the above mentioned 365.57 acre tract to a mag nail (set) at the southeast corner of that certain 10.518 acre tract of land surveyed even date, and being located in or near the centerline of the above mentioned County Road 2125, and being the southwest corner of the herein described tract;

THENCE North 02°08'27" West, for a distance of 1118.00 feet, over and across said 365.57 acre tract to a 1/2" iron rod with cap marked "HALO 5984" (set) at the northeast corner of the above mentioned 10.518 acre tract, and being the northwest corner of the herein described tract;

THENCE North 87°51'45" East, for a distance of 410.00 feet, over and across said 365.57 acre tract to a 1/2" iron rod with cap marked "HALO 5984" (set) at the northwest corner of the above mentioned 10.520 acre tract, and being the northeast corner of the herein described tract;

THENCE South 02°08'27" East, for a distance of 1118.00 feet back to the place of beginning, and containing 10.523 acres of land, of which approximately 0.282 of an acre lies within the calculated right of way of County Road 2125 and of which approximately 0.094 of an acre lies within a 10' utility easement surveyed on even date.

Bearings are based upon the Texas Coordinate System, North Central Zone, North American Datum of 1983 as determined by GPS observations.

TRACT FIVE:

BEING 10.518 acres of land situated in the W.M. Collins Survey, Abstract No. 246 and in the Thomas Orr Survey, Abstract No. 755, Smith County, Texas, being a part of the residue of that certain called 365.57 acre tract of land described in a special warranty deed from Genecov DMLT, Ltd. to Mark A. Ross and Melinda L. Ross, as recorded in Instrument Number 2013-00055425 of the Official Public Records of Smith County, Texas, said 10.518 acres of land being more particularly described by metes and bounds as follows:

BEGINNING at a mag nail (set) in the south line of the above referenced 365.57 acre tract, and being at the southwest corner of that certain 10.523 acre tract of land surveyed even date, and being located in or near the centerline of County Road 2125, and being located in or near the south line of said W.M. Collins Survey, and being the southeast corner of the herein described tract, from which a mag nail (previously set) at the southeast corner of the above mentioned 365.57 acre tract bears North 87°51'45" East, a distance of 1640.10 feet;

THENCE South 87°51'45" West, for a distance of 409.80 feet, with a south line of the above mentioned 365.57 acre tract to a mag nail (set) at the southeast corner of that certain 10.539 acre tract of land surveyed even date, and being located in the north line of that certain called 4.194 acre tract of land described in a general warranty deed to Dustin Davis and Suni Davis, as recorded in Instrument Number 20150100033026 of the Official Public Records of Smith County, Texas, and being located in or near the centerline of the above mentioned County Road 2125, and being the southwest corner of the herein described tract;

THENCE North 02°08'27" West, for a distance of 1118.00 feet, over and across said 365.57 acre tract to a 1/2" iron rod with cap marked "HALO 5984" (set) at the northeast corner of the above mentioned 10.539 acre tract, and being the northwest corner of the herein described tract;

THENCE North 87°51'45" East, for a distance of 409.80 feet, over and across said 365.57 acre tract to a 1/2" iron rod with cap marked "HALO 5984" (set) at the northwest corner of the above mentioned 10.523 acre tract, and being the northeast corner of the herein described tract;

THENCE South 02°08'27" East, for a distance of 1118.00 feet back to the place of beginning, and containing 10.518 acres of land, of which approximately 0.282 of an acre lies within the calculated right of way of County Road 2125 and of which approximately 0.094 of an acre lies within a 10' utility easement surveyed on even date.

Bearings are based upon the Texas Coordinate System, North Central Zone, North American Datum of 1983 as determined by GPS observations.

TRACT SIX:

BEING 10.539 acres of land situated in the Thomas Orr Survey, Abstract No. 755, Smith County, Texas, being a part of the residue of that certain called 365.57 acre tract of land described in a special warranty deed from Genecov DMLT, Ltd. to Mark A. Ross and Melinda L. Ross, as recorded in Instrument Number 2013-00055425 of the Official Public Records of Smith County, Texas, said 10.539 acres of land being more particularly described by metes and bounds as follows:

BEGINNING at a mag nail (set) in the south line of the above referenced 365.57 acre tract, and being located in the north line of that certain called 4.194 acre tract of land described in a general warranty deed to Dustin Davis and Suni Davis, as recorded in Instrument Number 20150100033026 of the Official Public Records of Smith County, Texas, and being the southwest corner of that certain 10.518 acre tract of land surveyed even date, and being located in or near the centerline of County Road 2125, and being the southeast corner of the herein described tract, from which a mag nail (previously set) at the southeast corner of the above mentioned 365.57 acre tract bears North 87°51'45" East, a distance of 2049.90 feet;

THENCE South 87°51'45" West, for a distance of 94.47 feet, with a south line of the above mentioned 365.57 acre tract to a mag nail (set) in the north line of the above mentioned 4.194 acre tract, and being an angle break in the south line of the herein described tract, and being located in or near the centerline of said County Road 2125, and being the beginning of a curve to the left whose functions are as follows: having a central angle of 33°16'16", a radius of 357.71 feet, and a chord bearing and distance of South 70°27'30" West - 204.81 feet;

THENCE with said curve to the left for an arc distance of 207.72 feet, to a mag nail (set) in the north line of said 4.194 acre tract, and being an angle break in the south line of the herein described tract, and being located in or near the centerline of said County Road 2125;

THENCE South 53°49'22" West, for a distance of 130.07 feet, to a mag nail (set) at the southeast corner of that certain 10.533 acre tract of land surveyed even date, and being located in the north line of said 4.194 acre tract, and being located in or near the centerline of said County Road 2125, and being the southwest corner of the herein described tract;

THENCE North 02°08'27" West, for a distance of 1252.07 feet, over and across said 365.57 acre tract to a 1/2" iron rod with cap marked "HALO 5984" (set) at the northeast corner of the above mentioned 10.533 acre tract, and being the northwest corner of the herein described tract;

THENCE North 87°51'45" East, for a distance of 397.70 feet, over and across said 365.57 acre tract to a 1/2" iron rod with cap marked "HALO 5984" (set) at the northwest corner of the above mentioned 10.518 acre tract, and being the northeast corner of the herein described tract;

THENCE South 02°08'27" East, for a distance of 1118.00 feet back to the place of beginning, and containing 10.539 acres of land, of which approximately 0.297 of an acre lies within the calculated right of way of County Road 2125 and of which approximately 0.099 of an acre lies within a 10' utility easement surveyed on even date.

Bearings are based upon the Texas Coordinate System, North Central Zone, North American Datum of 1983 as determined by GPS observations.

TRACT SEVEN:

BEING 10.533 acres of land situated in the Thomas Orr Survey, Abstract No. 755, Smith County, Texas, being a part of the residue of that certain called 365.57 acre tract of land described in a special warranty deed from Genecov DMLT, Ltd. to Mark A. Ross and Melinda L. Ross, as recorded in Instrument Number 2013-00055425 of the Official Public Records of Smith County, Texas, said 10.533 acres of land being more particularly described by metes and bounds as follows:

BEGINNING at a mag nail (set) in the north line of that certain called 4.194 acre tract of land described in a general warranty deed to Dustin Davis and Suni Davis, as recorded in Instrument Number 20150100033026 of the Official Public Records of Smith County, Texas, and being the southwest corner of that certain 10.539 acre tract of land surveyed even date, and being located in or near the centerline of County Road 2125, and being the southeast corner of the herein described tract, from which a mag nail (previously set) at the southeast corner of the above mentioned 365.57 acre tract bears North $84^{\circ}43'38''$ East, a distance of 2451.26 feet;

THENCE South $53^{\circ}49'22''$ West, for a distance of 214.32 feet, to a mag nail (set) at an angle break in the north line of the above mentioned 4.194 acre tract, and being located in or near the centerline of said County Road 2125, and being an angle break in the south line of the herein described tract, and being the beginning of a curve to the right whose functions are as follows: having a central angle of $12^{\circ}11'26''$, a radius of 470.00 feet, and a chord bearing and distance of South $64^{\circ}30'15''$ West – 174.22 feet;

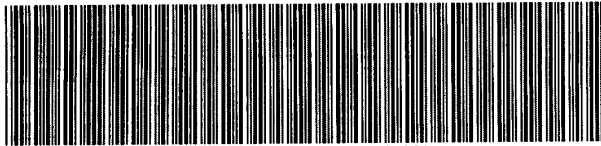
THENCE with said curve to the right for an arc distance of 175.24 feet, to a mag nail (set) in the north line of said 4.194 acre tract, and being located in or near the centerline of said County Road 2125, and being the southwest corner of the herein described tract;

THENCE North $02^{\circ}07'59''$ West, for a distance of 1441.12 feet, over and across the above referenced 365.57 acre tract to a 1/2" iron rod with cap marked "HALO 5984" (set) at the northwest corner of the herein described tract;

THENCE North $87^{\circ}51'45''$ East, for a distance of 337.353 feet, over and across said 365.57 acre tract to a 1/2" iron rod with cap marked "HALO 5984" (set) at the northwest corner of the above mentioned 10.539 acre tract, and being the northeast corner of the herein described tract;

THENCE South $02^{\circ}08'27''$ East, for a distance of 1252.07 feet back to the place of beginning, and containing 10.533 acres of land, of which approximately 0.269 of an acre lies within the calculated right of way of County Road 2125 and of which approximately 0.090 of an acre lies within a 10' utility easement surveyed on even date.

Bearings are based upon the Texas Coordinate System, North Central Zone, North American Datum of 1983 as determined by GPS observations.



VG-151-2021-202101024792

Smith County
Karen Phillips
Smith County Clerk

Document Number: 202101024792

Real Property Recordings
RESTRICTION

Recorded On: June 21, 2021 01:25 PM

Number of Pages: 15

Billable Pages: 14

" Examined and Charged as Follows: "

Total Recording: \$78.00

***** THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 202101024792

Receipt Number: 20210621000163

Recorded Date/Time: June 21, 2021 01:25 PM

User: Suni W



STATE OF TEXAS
Smith County

I hereby certify that this Instrument was filed in the File Number sequence on the date/time
printed hereon, and was duly recorded in the Official Records of Smith County, Texas

Karen Phillips
Smith County Clerk
Smith County, TX

DECLARATION OF UTILITY EASEMENTS

This **DECLARATION OF UTILITY EASEMENTS**, hereinafter referred to as the "**Declaration**," is made on November 12, 2021 by North Forty Undertaking, LLC and Toby Simpson and Julie S. Simpson, hereinafter collectively referred to as "**Declarants**."

WITNESSETH:

WHEREAS, Declarants are the owners of all of that certain lot, tract or parcel of land situated in Smith County, Texas and being more particularly described on what is attached hereto as Exhibit "A" (the "Property.") For clarity purposes, Toby Simpson and Julie S. Simpson own Tract One and North Forty Undertaking, LLC owns Tracts Two through Seven.

WHEREAS, in order to provide for the development of the Property, Declarants desire to establish an easement on the Property for the purposes set forth herein.

NOW THEREFORE, Declarant hereby declares that all portions of the Property shall be held, sold and conveyed subject to the Easement, which shall be deemed as covenants running with the land and imposed upon and intended to benefit and burden each part of the said Property.

ARTICLE I - EASEMENT

1. Declarants grant an Easement, being more particularly described on what is attached hereto as Exhibit "B," over, on, and across the 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 Easement to Declarants and Declarants' heirs, successors, and assigns forever. The Easement Purpose shall be for the installation, construction, operation, maintenance, replacement, repair, upgrade, and removal of any items relating to utilities and related facilities.

ARTICLE II - TERMS AND CONDITIONS

1. *Character of Easement.* The Easement is appurtenant to, runs with, and inures to the benefit of all or any portion of the Property, whether or not the Easement is referenced or described in any conveyance of all or such portion of the Property. The Easement is non-exclusive, but is irrevocable. The Easement is for the benefit of Declarants and their heirs, successors, and assigns who at any time own any interest in the Property (as applicable, the "User").

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

3. *Improvement and Maintenance of Easement Property.* Improvement and maintenance of the Easement Property and the Facilities will be at the sole expense of User. User has the right to eliminate any encroachments into the Easement Property, but only to the extent absolutely necessary to fulfill the Easement Purpose. User must maintain the Easement Property in a neat and

clean condition. User has the right to construct, install, maintain, replace, and remove the Facilities under or across any portion of the Easement Property. All matters concerning the Facilities and their configuration, construction, installation, maintenance, replacement, and removal are at User's sole discretion, subject to performance of User's obligations under this agreement. User 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 Facilities, subject to replacement of fences to their original condition on the completion of the work.

4. *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 benefitted 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.

5. *Attorneys' Fees.* If either party retains an attorney to enforce this agreement, the party prevailing in litigation is entitled to recover reasonable attorneys' fees and court and other costs.

6. *Binding Effect.* This agreement binds and inures to the benefit of the parties and their respective heirs, successors, and permitted assigns.

7. *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 Easement Property is located.

8. *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.

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, attorneys' fees, expenses, or claims attributable to breach or default of any provision of this agreement by the indemnifying party.

12. *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 genders, 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.

IN WITNESS WHEREOF, this Declaration has been signed on November 12, 2021

North Forty Undertaking, LLC

BY: 

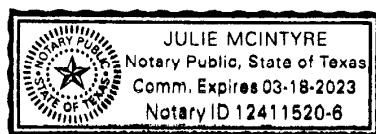
DUSTIN DAVIS, Managing Member

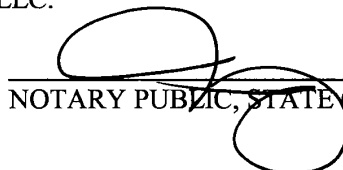

TOBY SIMPSON

JULIE S. SIMPSON

STATE OF TEXAS §
COUNTY OF SMITH §

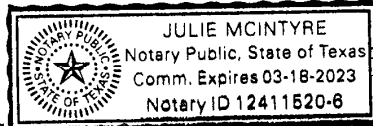
This instrument was acknowledged before me on November 12, 2021 by Dustin Davis, as Managing Member of North Forty Undertaking, LLC.





NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS §
COUNTY OF SMITH §

This instrument was acknowledged before me on November 15, 2021 by Toby
Simpson

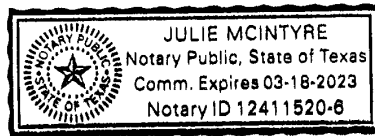




NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS §
COUNTY OF SMITH §

This instrument was acknowledged before me on November 15, 2021 by Julie S.
Simpson.





NOTARY PUBLIC, STATE OF TEXAS

EXHIBIT "A"

TRACT 1:

BEING 10.479 acres of land situated in the W.M. Collins Survey, Abstract No. 246, Smith County, Texas, being a part of the residue of that certain called 365.57 acre tract of land described in a special warranty deed from Genecov DMLT, Ltd. to Mark A. Ross and Melinda L. Ross, as recorded in Instrument Number 2013-00055425 of the Official Public Records of Smith County, Texas, said 10.479 acres of land being more particularly described by metes and bounds as follows:

BEGINNING at a mag nail (set) at the southeast corner of the above referenced 365.57 acre tract, and being at the southwest corner of that certain called 0.142 of an acre tract of land described in a warranty deed with vendor's lien to Toby Simpson and Julie S. Simpson, as recorded in Instrument Number 20190100033800 of the Official Public Records of Smith County, Texas, and being located in or near the centerline of County Road 2125, and being at the southeast corner of said W.M. Collins Survey, and being the southeast corner of the herein described tract;

THENCE South 87°51'45" West, for a distance of 410.10 feet, with a south line of the above mentioned 365.57 acre tract to a mag nail (set) in a south line of same, and being located in or near the centerline of the above mentioned County Road 2125, and being the southwest corner of the herein described tract;

THENCE North 02°08'27" West, over and across said 365.57 acre tract for a distance of 1118.00 feet to a 1/2" iron rod with cap marked "HALO 5984" (set) at the northwest corner of the herein described tract;

THENCE North 87°51'45" East, over and across said 365.57 acre tract for a distance of 406.45 feet to a 1/2" iron rod with cap marked "HALO 5984" (set) in the east line of said 365.57 acre tract, and being located in the west line of that certain called 31.955 acre tract of land described in a warranty deed to Delores J. Moser Germany and J. Michael Germany, as recorded in Instrument Number 2010-R00054840 of the Official Public Records of Smith County, Texas, and being the northeast corner of the herein described tract;

THENCE South 02°19'40" East, at a distance of 7.94 feet pass a 1/2" iron rod with cap (found), and continue with the west line of that certain called 21.140 acre tract described in a warranty deed to Zane L. Webb and Carolyn Shaw Webb, as recorded in Instrument Number 2010-R00054842 of the Official Public Records of Smith County, Texas, with the west line of that certain called 1.722 acre tract of land described in a warranty deed with vendor's lien to Toby Simpson and Julie S. Simpson, as recorded in Instrument Number 20190100033800 of the Official Public Records of Smith County, Texas, and continue for a total distance of 1118.01 feet back to the place of beginning, and containing 10.479 acres of land, of which approximately 0.282 of an acre lies within the calculated right of way of County Road 2125 and of which approximately 0.094 of an acre lies within the proposed 10' utility easement surveyed on even date.

TRACT 2:

BEING 10.526 acres of land situated in the W.M. Collins Survey, Abstract No. 246, Smith County, Texas, being a part of the residue of that certain called 365.57 acre tract of land

described in a special warranty deed from Genecov DMLT, Ltd. to Mark A. Ross and Melinda L. Ross, as recorded in Instrument Number 2013-00055425 of the Official Public Records of Smith County, Texas, said 10.526 acres of land being more particularly described by metes and bounds as follows:

BEGINNING at a mag nail (set) in the south line of the above referenced 365.57 acre tract, and being located in or near the centerline of County Road 2125, and being located in or near the south line of said W.M. Collins Survey, and being the southeast corner of the herein described tract, from which a mag nail (previously set) at the southeast corner of the above mentioned 365.57 acre tract bears North 87°51'45" East, a distance of 410.10 feet;

THENCE South 87°51'45" West, for a distance of 410.10 feet, with a south line of the above mentioned 365.57 acre tract to a mag nail (set) in same, and being at the southeast corner of that certain 10.520 acre tract of land surveyed even date, and being located in or near the centerline of the above mentioned County Road 2125, and being the southwest corner of the herein described tract;

THENCE North 02°08'27" West, for a distance of 1118.00 feet, over and across said 365.57 acre tract to a 1/2" iron rod with cap marked "HALO 5984" (set) at the northeast corner of the above mentioned 10.520 acre tract surveyed even date, and being the northwest corner of the herein described tract;

THENCE North 87°51'45" East, for a distance of 410.10 feet to a 1/2" iron rod with cap marked "HALO 5984" (set) at the northeast corner of the herein described tract;

THENCE South 02°08'27" East, for a distance of 1118.00 feet back to the place of beginning, and containing 10.526 acres of land, of which approximately 0.282 of an acre lies within the calculated right of way of County Road 2125 and of which approximately 0.094 of an acre lies within a 10' utility easement surveyed on even date.

TRACT 3:

BEING 10.520 acres of land situated in the W.M. Collins Survey, Abstract No. 246, Smith County, Texas, being a part of the residue of that certain called 365.57 acre tract of land described in a special warranty deed from Genecov DMLT, Ltd. to Mark A. Ross and Melinda L. Ross, as recorded in Instrument Number 2013-00055425 of the Official Public Records of Smith County, Texas, said 10.520 acres of land being more particularly described by metes and bounds as follows:

BEGINNING at a mag nail (set) in the south line of the above referenced 365.57 acre tract, and being at the southwest corner of that certain 10.526 acre tract of land surveyed even date, and being located in or near the centerline of County Road 2125, and being located in or near the south line of said W.M. Collins Survey, and being the southeast corner of the herein described tract, from which a mag nail (previously set) at the southeast corner of the above mentioned 365.57 acre tract bears North 87°51'45" East, a distance of 820.20 feet;

THENCE South 87°51'45" West, for a distance of 409.90 feet, with a south line of the above mentioned 365.57 acre tract to a mag nail (set) at the southeast corner of that certain 10.523 acre tract of land surveyed even date, and being located in or near the centerline of the above mentioned County Road 2125, and being the southwest corner of the herein described tract;

THENCE North 02°08'27" West, for a distance of 1118.00 feet, over and across said 365.57 acre tract to a 1/2" iron rod with cap marked "HALO 5984" (set) at the northeast corner of the above mentioned 10.523 acre tract, and being the northwest corner of the herein described tract;

THENCE North 87°51'45" East, for a distance of 409.90 feet, over and across said 365.57 acre tract to a 1/2" iron rod with cap marked "HALO 5984" (set) at the northwest corner of the above mentioned 10.526 acre tract, and being the northeast corner of the herein described tract;
THENCE South 02°08'27" East, for a distance of 1118.00 feet back to the place of beginning, and containing 10.520 acres of land, of which approximately 0.282 of an acre lies within the calculated right of way of County Road 2125 and of which approximately 0.094 of an acre lies within a 10' utility easement surveyed on even date.

TRACT 4:

BEING 10.523 acres of land situated in the W.M. Collins Survey, Abstract No. 246, Smith County, Texas, being a part of the residue of that certain called 365.57 acre tract of land described in a special warranty deed from Genecov DMLT, Ltd. to Mark A. Ross and Melinda L. Ross, as recorded in Instrument Number 2013-00055425 of the Official Public Records of Smith County, Texas, said 10.523 acres of land being more particularly described by metes and bounds as follows:

BEGINNING at a mag nail (set) in the south line of the above referenced 365.57 acre tract, and being at the southwest corner of that certain 10.520 acre tract of land surveyed even date, and being located in or near the centerline of County Road 2125, and being located in or near the south line of said W.M. Collins Survey, and being the southeast corner of the herein described tract, from which a mag nail (previously set) at the southeast corner of the above mentioned 365.57 acre tract bears North 87°51'45" East, a distance of 1230.10 feet;

THENCE South 87°51'45" West, for a distance of 410.00 feet, with a south line of the above mentioned 365.57 acre tract to a mag nail (set) at the southeast corner of that certain 10.518 acre tract of land surveyed even date, and being located in or near the centerline of the above mentioned County Road 2125, and being the southwest corner of the herein described tract;

THENCE North 02°08'27" West, for a distance of 1118.00 feet, over and across said 365.57 acre tract to a 1/2" iron rod with cap marked "HALO 5984" (set) at the northeast corner of the above mentioned 10.518 acre tract, and being the northwest corner of the herein described tract;

THENCE North 87°51'45" East, for a distance of 410.00 feet, over and across said 365.57 acre tract to a 1/2" iron rod with cap marked "HALO 5984" (set) at the northwest corner of the above mentioned 10.520 acre tract, and being the northeast corner of the herein described tract;

THENCE South 02°08'27" East, for a distance of 1118.00 feet back to the place of beginning, and containing 10.523 acres of land, of which approximately 0.282 of an acre lies within the calculated right of way of County Road 2125 and of which approximately 0.094 of an acre lies within a 10' utility easement surveyed on even date.

TRACT 5:

BEING 10.518 acres of land situated in the W.M. Collins Survey, Abstract No. 246 and in the Thomas Orr Survey, Abstract No. 755, Smith County, Texas, being a part of the residue of that certain called 365.57 acre tract of land described in a special warranty deed from Genecov DMLT, Ltd. to Mark A. Ross and Melinda L. Ross, as recorded in Instrument Number 2013-00055425 of the Official Public Records of Smith County, Texas, said 10.518 acres of land being more particularly described by metes and bounds as follows:

BEGINNING at a mag nail (set) in the south line of the above referenced 365.57 acre tract, and being at the southwest corner of that certain 10.523 acre tract of land surveyed even date, and being located in or near the centerline of County Road 2125, and being located in or near the south line of said W.M. Collins Survey, and being the southeast corner of the herein described tract, from which a mag nail (previously set) at the southeast corner of the above mentioned 365.57 acre tract bears North 87°51'45" East, a distance of 1640.10 feet;

THENCE South 87°51'45" West, for a distance of 409.80 feet, with a south line of the above mentioned 365.57 acre tract to a mag nail (set) at the southeast corner of that certain 10.539 acre tract of land surveyed even date, and being located in the north line of that certain called 4.194 acre tract of land described in a general warranty deed to Dustin Davis and Suni Davis, as recorded in Instrument Number 20150100033026 of the Official Public Records of Smith County, Texas, and being located in or near the centerline of the above mentioned County Road 2125, and being the southwest corner of the herein described tract;

THENCE North 02°08'27" West, for a distance of 1118.00 feet, over and across said 365.57 acre tract to a 1/2" iron rod with cap marked "HALO 5984" (set) at the northeast corner of the above mentioned 10.539 acre tract, and being the northwest corner of the herein described tract; **THENCE** North 87°51'45" East, for a distance of 409.80 feet, over and across said 365.57 acre tract to a 1/2" iron rod with cap marked "HALO 5984" (set) at the northwest corner of the above mentioned 10.523 acre tract, and being the northeast corner of the herein described tract;

THENCE South 02°08'27" East, for a distance of 1118.00 feet back to the place of beginning, and containing 10.518 acres of land, of which approximately 0.282 of an acre lies within the calculated right of way of County Road 2125 and of which approximately 0.094 of an acre lies within a 10' utility easement surveyed on even date.

TRACT 6:

BEING 10.539 acres of land situated in the Thomas Orr Survey, Abstract No. 755, Smith County, Texas, being a part of the residue of that certain called 365.57 acre tract of land described in a special warranty deed from Genecov DMLT, Ltd. to Mark A. Ross and Melinda L. Ross, as recorded in Instrument Number 2013-00055425 of the Official Public Records of Smith County, Texas, said 10.539 acres of land being more particularly described by metes and bounds as follows:

BEGINNING at a mag nail (set) in the south line of the above referenced 365.57 acre tract, and being located in the north line of that certain called 4.194 acre tract of land described in a general warranty deed to Dustin Davis and Suni Davis, as recorded in Instrument Number 20150100033026 of the Official Public Records of Smith County, Texas, and being the southwest corner of that certain 10.518 acre tract of land surveyed even date, and being located in or near the centerline of County Road 2125, and being the southeast corner of the herein described tract, from which a mag nail (previously set) at the southeast corner of the above mentioned 365.57 acre tract bears North 87°51'45" East, a distance of 2049.90 feet;

THENCE South 87°51'45" West, for a distance of 94.47 feet, with a south line of the above mentioned 365.57 acre tract to a mag nail (set) in the north line of the above mentioned 4.194 acre tract, and being an angle break in the south line of the herein described tract, and being located in or near the centerline of said County Road 2125, and being the beginning of a curve to the left whose functions are as follows: having a central angle of 33°16'16", a radius of 357.71 feet, and a chord bearing and distance of South 70°27'30" West - 204.81 feet;

THENCE with said curve to the left for an arc distance of 207.72 feet, to a mag nail (set) in the north line of said 4.194 acre tract, and being an angle break in the south line of the herein described tract, and being located in or near the centerline of said County Road 2125;
THENCE South 53°49'22" West, for a distance of 130.07 feet, to a mag nail (set) at the southeast corner of that certain 10.533 acre tract of land surveyed even date, and being located in the north line of said 4.194 acre tract, and being located in or near the centerline of said County Road 2125, and being the southwest corner of the herein described tract;
THENCE North 02°08'27" West, for a distance of 1252.07 feet, over and across said 365.57 acre tract to a 1/2" iron rod with cap marked "HALO 5984" (set) at the northeast corner of the above mentioned 10.533 acre tract, and being the northwest corner of the herein described tract;
THENCE North 87°51'45" East, for a distance of 397.70 feet, over and across said 365.57 acre tract to a 1/2" iron rod with cap marked "HALO 5984" (set) at the northwest corner of the above mentioned 10.518 acre tract, and being the northeast corner of the herein described tract;
THENCE South 02°08'27" East, for a distance of 1118.00 feet back to the place of beginning, and containing 10.539 acres of land, of which approximately 0.297 of an acre lies within the calculated right of way of County Road 2125 and of which approximately 0.099 of an acre lies within a 10' utility easement surveyed on even date.

TRACT 7:

BEING 10.533 acres of land situated in the Thomas Orr Survey, Abstract No. 755, Smith County, Texas, being a part of the residue of that certain called 365.57 acre tract of land described in a special warranty deed from Genecov DMLT, Ltd. to Mark A. Ross and Melinda L. Ross, as recorded in Instrument Number 2013-00055425 of the Official Public Records of Smith County, Texas, said 10.533 acres of land being more particularly described by metes and bounds as follows:

BEGINNING at a mag nail (set) in the north line of that certain called 4.194 acre tract of land described in a general warranty deed to Dustin Davis and Suni Davis, as recorded in Instrument Number 20150100033026 of the Official Public Records of Smith County, Texas, and being the southwest corner of that certain 10.539 acre tract of land surveyed even date, and being located in or near the centerline of County Road 2125, and being the southeast corner of the herein described tract, from which a mag nail (previously set) at the southeast corner of the above mentioned 365.57 acre tract bears North 84°43'38" East, a distance of 2451.26 feet;

THENCE South 53°49'22" West, for a distance of 214.32 feet, to a mag nail (set) at an angle break in the north line of the above mentioned 4.194 acre tract, and being located in or near the centerline of said County Road 2125, and being an angle break in the south line of the herein described tract, and being the beginning of a curve to the right whose functions are as follows: having a central angle of 12°11'26", a radius of 470.00 feet, and a chord bearing and distance of South 64°30'15" West - 174.22 feet;

THENCE with said curve to the right for an arc distance of 175.24 feet, to a mag nail (set) in the north line of said 4.194 acre tract, and being located in or near the centerline of said County Road 2125, and being the southwest corner of the herein described tract;

THENCE North 02°07'59" West, for a distance of 1441.12 feet, over and across the above referenced 365.57 acre tract to a 1/2" iron rod with cap marked "HALO 5984" (set) at the northwest corner of the herein described tract;

THENCE North 87°51'45" East, for a distance of 337.353 feet, over and across said 365.57 acre tract to a 1/2" iron rod with cap marked "HALO 5984" (set) at the northwest corner of the above mentioned 10.539 acre tract, and being the northeast corner of the herein described tract;
THENCE South 02°08'27" East, for a distance of 1252.07 feet back to the place of beginning, and containing 10.533 acres of land, of which approximately 0.269 of an acre lies within the calculated right of way of County Road 2125 and of which approximately 0.090 of an acre lies within a 10' utility easement surveyed on even date.



9097 COUNTY ROAD 2193
WHITEHOUSE, TEXAS 75791
(903) 570-0857
TBPELS FIRM NO. 10194259

Exhibit "B"

**PROPOSED 10' UTILITY EASEMENT
THOMAS ORR SURVEY, ABSTRACT NO. 755
W.M. COLLINS SURVEY, ABSTRACT NO. 246
SMITH COUNTY, TEXAS**

10' UTILITY EASEMENT

BEING a 10' utility easement situated in the Thomas Orr Survey, Abstract No. 755, and the W.M. Collins Survey, Abstract No. 246, and being located over and across the residue of that certain called 365.57 acre tract of land described in a special warranty deed from Genecov DMLT, Ltd. to Mark A. Ross and Melinda L. Ross, as recorded in Instrument Number 2013-00055425 of the Official Public Records of Smith County, Texas, said easement to be more particularly described as follows:

COMMENCING at a mag nail (previously set) at the southeast corner of the above referenced 365.57 acre tract, and being at the southwest corner of that certain called 0.142 of an acre tract of land described in a warranty deed with vendor's lien to Toby Simpson and Julie S. Simpson, as recorded in Instrument Number 20190100033800 of the Official Public Records of Smith County, Texas, and being located in or near the centerline of County Road 2125, and being at the southeast corner of said W.M. Collins Survey, and being the southeast corner of the herein described tract;

THENCE North 02°19'40" West, for a distance of 30.00 feet with the east line of the above mentioned 365.57 acre tract, with the west line of the above mentioned 0.142 of an acre tract, with the west line of that certain called 1.722 acre tract of land described in a warranty deed with vendor's lien to Toby Simpson and Julie S. Simpson, as recorded in Instrument Number 20190100033800 of the Official Public Records of Smith County, Texas, to a 1/2" iron rod with cap marked "HALO 5984 EASEMENT" (set) for the southeast corner of the herein described easement, and being the **POINT OF BEGINNING** of the herein described easement;

THENCE over and across said 365.57 acre tract the following nine (9) courses and distance, to wit;

South 87°51'45" West, for a distance of 2144.47 feet to a 1/2" iron rod with cap marked "HALO 5984 EASEMENT" (set) at the beginning of a curve to the left whose functions are as follows: having a central angle of 33°18'05", a radius of 387.71 feet, and a chord bearing and distance of South 70°28'24" West, 222.19 feet,
Continue with said curve to the left for an arc distance of 225.34 feet, to a 1/2" iron rod with cap marked "HALO 5984 EASEMENT" (set),
South 53°49'22" West, for a distance of 344.39 feet to a 1/2" iron rod with cap marked "HALO 5984 EASEMENT" (set) at the beginning of a curve to the right whose functions are as follows: having a central angle of 20°28'54", a radius of 440.00 feet, and a chord bearing and distance of South 64°03'50" West, 156.45 feet,

PAGE 2 OF 2 – 10' UTILITY EASEMENT

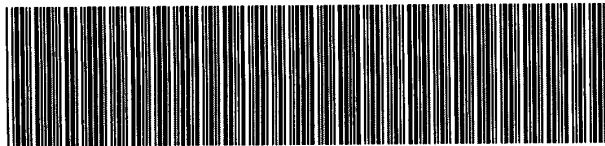
Continue with said curve to the right for an arc distance of 157.29 feet, to a 1/2" iron rod with cap marked "HALO 5984 EASEMENT" (set) at the southwest corner of the herein described easement, North 02°07'59" West, for a distance of 10.29 feet to a 1/2" iron rod with cap marked "HALO 5984 EASEMENT" (set) at the northwest corner of the herein described easement, and being the beginning of a curve to the left whose functions are as follows: having a central angle of 20°09'36", a radius of 430.00 feet, and a chord bearing and distance of North 63°54'11" East - 150.52 feet, Continue with said curve to the left for an arc distance of 151.30 feet, to a 1/2" iron rod with cap marked "HALO 5984 EASEMENT" (set),

North 53°49'22" East, for a distance of 344.39 feet to a 1/2" iron rod with cap marked "HALO 5984 EASEMENT" (set) at the beginning of a curve to the right whose functions are as follows: having a central angle of 33°18'39", a radius of 397.71 feet, and a chord bearing and distance of North 70°28'41" East - 227.98 feet,

Continue with said curve to the right for an arc distance of 231.22 feet, to a 1/2" iron rod with cap marked "HALO 5984 EASEMENT" (set),

North 87°51'45" East, for a distance of 2144.50 feet to a 1/2" iron rod with cap marked "HALO 5984 EASEMENT" (set) in the east line of said 365.57 acre tract, and being located in the west line of said 1.722 acre tract, and being the northeast corner of the herein described easement;

THENCE South 02°19'40" East, for a distance of 10.00 feet, back to the place of beginning and containing 0.659 of an acre of land.



VG-107-2021-202101047402

Smith County
Karen Phillips
Smith County Clerk

Document Number: 202101047402

Real Property Recordings
EASEMENT

Recorded On: November 16, 2021 01:41 PM

Number of Pages: 13

Billable Pages: 12

" Examined and Charged as Follows: "

Total Recording: \$70.00

***** THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 202101047402

Receipt Number: 20211116000159

Recorded Date/Time: November 16, 2021 01:41 PM

User: Tammy P



STATE OF TEXAS

Smith County

I hereby certify that this Instrument was filed in the File Number sequence on the date/time
printed hereon, and was duly recorded in the Official Records of Smith County, Texas

Karen Phillips
Smith County Clerk
Smith County, TX