

Bison Creek-Lot 4 Access Easement

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.

EASEMENT AGREEMENT FOR ACCESS

Date:

August 1, 2019

Grantor:

ESTATES OF BISON CREEK, LLC,
a Texas limited liability company

Grantor's Mailing Address:

2800 FM 51 South
Bldg. 1, Ste. A
Decatur, Texas 76234

Grantee:

KORY BAKER and NATASHA WATKINS

Grantee's Mailing Address:

130 Nicholas Way
Decatur, Texas 76234

Dominant Estate Property:

Lot 4, Block 1, of ESTATE OF BISON CREEK SUBDIVISION, an Addition to WISE COUNTY, TEXAS, according to the Plat thereof recorded in **Cabinet E, Page 108**, Plat Records of Wise County, Texas, and portions thereof.

Easement Property:

EASTERN MOST TEN FEET of Lot 3, Block 1, of ESTATE OF BISON CREEK SUBDIVISION, an Addition to WISE COUNTY, TEXAS, according to the Plat thereof recorded in **Cabinet E, Page 108**, Plat Records of Wise County, Texas.

Easement Purpose:

For providing free and uninterrupted pedestrian and vehicular ingress to and egress from the Dominant Estate Property to and from **U.S. HIGHWAY 380**.

Consideration:

TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

201909019
08/05/2019 02:43:33 PM Total Pages: 8 Fee: 50.00
Sherry Lemon, County Clerk - Wise County, Texas

THE UNITED STATES OF AMERICA
DO hereby certify that
[illegible text]

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the said State of [illegible]
at [illegible] this [illegible] day of [illegible] 19[illegible]

[illegible text]

[illegible text]

[illegible text]

[illegible text]

[illegible text]

[illegible text]

Reservations from Conveyance:

For Grantor and Grantor's heirs, successors, and assigns forever, a reservation of all oil, gas, air transmission rights, billboard easement rights, or other minerals, or any other resources of any type or nature located in, on, above, or below that may ever be produced from the Property, including the right of ingress and egress for Grantor and Grantor's heirs, successors, and assigns, and any other owners of mineral rights, billboard rights, or air rights in, over, and under the Property, to exercise their perspective rights. If any of the above mentioned rights are subject to an existing lease or production, this reservation includes the production, the lease, and all benefits from it.

Exceptions to Conveyance and Warranty:

The Restrictive Covenants filed January 4, 2019, under **Document No. 201900111**, Official Records of Wise County, Texas; the Restrictive covenants filed October 4, 1994, recorded in **Volume 566, Page 621**, Correction filed October 30, 1995, recorded in **Volume 623, Page 570**, Real Property Records of Wise County, Texas; and any other restrictions filed and not listed herein.

This conveyance is subject to the following additional **Deed Restrictions** (as herein so called): **A)** The right of Grantor to repurchase the Property conveyed herein under certain conditions prior to completion of the home to be constructed on the Property. If Grantee is notified that the Grantor is exercising the right to repurchase, the Grantee shall reconvey the property to Grantor with free and clear title within 120 days of such notification; **B)** The obligation of Grantee and its successors to use Bison Creek Homes, LLC to construct the home to be built on the Property herein conveyed; and **C)** The conveyance is further subject to the right of Grantor and any other owners of mineral rights, billboard rights or air rights in, over and under the Property to have necessary ingress and egress to the property in order to exercise their rights.

Said Deed Restrictions shall be deemed covenants running with the land; liens described as part of the Consideration and any other liens described in this deed as being either assumed or subject to which title is taken; validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing instruments that affect the Property.

Grant of Easement:

Grantor, for the Consideration and subject to the Reservations from Conveyance and Exceptions to Warranty, grants, sells, and conveys to Grantee and Grantee's heirs, successors, and assigns an easement over, on, and across the Easement Property for the Easement Purpose and for the benefit of the Dominant Estate Property, together with all and singular the rights and appurtenances thereto in any way belonging (collectively, the "**Easement**"), to have and to hold the Easement to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs, successors, and assigns to

warrant and forever defend the title to the Easement in Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the Easement or any part thereof, except as to the Reservations from Conveyance and Exceptions to Warranty, to the extent that such claim arises by, through, or under Grantor but not otherwise.

Terms and Conditions:

The following terms and conditions apply to the Easement granted by This Agreement:

1. Character of Easement. The Easement is appurtenant to and runs with all or any portion of the Dominant Estate Property, whether or not the Easement is referenced or described in any conveyance of all or such portion of the Dominant Estate Property. The Easement is nonexclusive and irrevocable. The Easement is for the benefit of Grantee and Grantee's heirs, successors, and assigns who at any time own the Dominant Estate Property or any interest in the Dominant Estate Property (as applicable, the "**Holder**").

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

3. Reservation of Rights. Grantor reserves for Grantor and Grantor's heirs, successors, and assigns the right to continue to use and enjoy the surface of the Easement Property for all purposes that do not interfere with or interrupt the use or enjoyment of the Easement by Holder for the Easement Purposes. Grantor reserves for Grantor and Grantor's heirs, successors, and assigns the right to use all or part of the Easement in conjunction with Holder and the right to convey to others the right to use all or part of the Easement in conjunction with Holder, as long as such further conveyance is subject to the terms of This Agreement and the other users agree to bear a proportionate part of the costs of improving and maintaining the Easement.

4. Secondary Easement. Holder has the right (the "Secondary Easement") to use as much of the surface of the property that is adjacent to the Easement Property ("Adjacent Property") as may be reasonably necessary to install and maintain a road reasonably suited for the Easement Purpose within the Easement Property. However, Holder must promptly restore the Adjacent Property to its previous physical condition if changed by use of the rights granted by this Secondary Easement.

5. Improvement and Maintenance of Easement Property. Improvement and maintenance of the Easement Property will be at the sole expense of Holder. Holder has the right to eliminate any encroachments into the Easement Property. Holder must maintain the Easement Property in a neat and clean condition. Holder has the right to construct, install, maintain, replace, and remove a road with all culverts, bridges, drainage ditches, sewer facilities, and similar or related utilities and facilities under or across any portion of the Easement Property (collectively, the "**Road**").

Improvements”). All matters concerning the configuration, construction, installation, maintenance, replacement, and removal of the Road Improvements are at Holder’s sole discretion, subject to performance of Holder’s obligations under This Agreement. Holder has the right to remove or relocate any fences within the Easement Property or along or near its boundary lines if reasonably necessary to construct, install, maintain, replace, or remove the Road Improvements or for the road to continue onto other lands or easements owned by Holder and adjacent to the Easement Property, subject to replacement of the fences to their original condition on the completion of the work. On written request by Holder, the owners of the Easement Property will execute or join in the execution of easements for sewer, drainage, or utility facilities under or across the Easement Property.

6. **Equitable Rights of Enforcement**. This Easement may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm, and will be obtainable only by the parties to or those benefited by This Agreement; **provided, however**, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.

7. **Attorney’s Fees**. If [either/any] 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. **Binding Effect**. This Agreement binds, benefits, and may be enforced by the parties and their respective heirs, successors, and permitted assigns.

9. **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.

10. **Counterparts**. This Agreement may be executed in multiple counterparts. All counterparts taken together constitute This Agreement.

11. **Waiver of Default**. A default is not waived if the nondefaulting party fails to declare default immediately or delays in taking any action with respect to the default. Pursuit of any remedies set forth in This Agreement does not preclude pursuit of other remedies in this agreement or provided by law.

12. 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.

13. 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. The obligations of the parties under this provision will survive termination of This Agreement.

14. 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.

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

16. Legal Construction. If any provision in This Agreement is unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof, and This Agreement will be construed as if the unenforceable provision had never been a part of the agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. This Agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.

17. Notices. Any notice required or permitted under This Agreement must be in writing. Any notice required by This Agreement will be deemed to be given (whether received or not) the earlier of receipt or three business days after being deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in This Agreement. Notice may also be given by regular mail, personal delivery, courier delivery, or e-mail and will be effective when received. Any address for notice may be changed by written notice, including e-mail, given as provided herein.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
(Signature Pages Follow)**

Executed to be effective as of the date first above written.

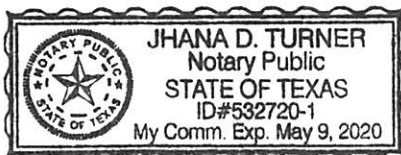
GRANTOR:

ESTATES OF BISON CREEK, LLC,
a Texas limited liability company

By: 
JONATHAN BETHUNE, Manager

THE STATE OF TEXAS §
 §
COUNTY OF Wise §

This instrument was acknowledged before me on the 2nd day of August
2019, by JONATHAN BETHUNE, Manager of ESTATES OF BISON CREEK, LLC, a Texas
limited liability company, on behalf of said limited liability company.




Notary Public in and for the State of Texas

Notarized to be effective on the 1st day of November, 2020.

WITNESSES:

STATE OF TEXAS

COUNTY OF DALLAS

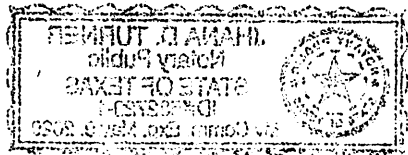
NOTARY PUBLIC

THE STATE OF TEXAS

COUNTY OF DALLAS

This instrument is a true and correct copy of the original as the same appears from the records of the County of Dallas, State of Texas, and is a true and correct copy of the original as the same appears from the records of the County of Dallas, State of Texas.

NOTARY PUBLIC



Executed to be effective as of the date first above written.

GRANTEE:


KORY BAKER

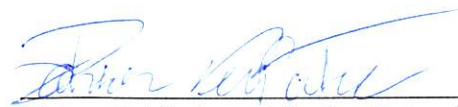

NATASHA WATKINS

THE STATE OF TEXAS

COUNTY OF Denton

This instrument was acknowledged before me on the 1 day of August 2019, by KORY BAKER.

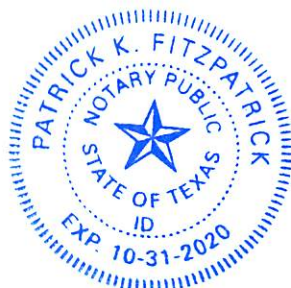


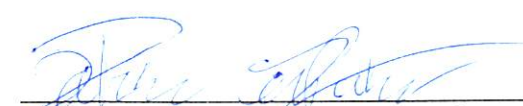

Notary Public in and for the State of Texas

THE STATE OF TEXAS

COUNTY OF Denton

This instrument was acknowledged before me on the 1 day of August 2019, by NATASHA WATKINS.




Notary Public in and for the State of Texas

After Recording:
Kory Baker
Natasha Watkins
130 Nicholas Way
Decatur, Texas 76234

FILED AND RECORDED

Instrument Number: 201909019

Filing and Recording Date: 08/05/2019 02:43:33 PM Pages: 8 Recording Fee: \$50.00

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the RECORDS of Wise County, Texas.



A handwritten signature in cursive script that reads "Sherry Lemon".

Sherry Lemon, County Clerk
Wise County, Texas

ANY PROVISION CONTAINED IN ANY DOCUMENT WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR IS INVALID UNDER FEDERAL LAW AND IS UNENFORCEABLE. DO NOT DESTROY - This document is part of the Official Record.

Deputy: Vicky Gaona