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 PRIVATE ROADS
Quail Ridge Addition (Phase II)

Date: _____, 2026

Grantor: QUAIL RIDGE COMMUNITY ASSOCIATION, INC., a Texas nonprofit corporation

Grantor's Mailing Address: 1500 Broadway, Suite 1500, Lubbock, TX 79401.

Grantee: LOT MAKERS, LLC, a Texas limited liability company

Grantee's Mailing Address: 1500 Broadway, Suite 1500, Lubbock, TX 79401.

Dominant Estate Property: The real property located in Hockley, Texas more fully described as:

> **All of Lots 1-91 and Tracts A-F, Quail Ridge Addition** to Hockley County, Texas, according to the map, plat, and/or dedication deeds there of recorded in CCFN 202200002787, Official Public Records of Hockley County, Texas and recorded in CCFN 20260002720, Official Public Records of Hockley County, Texas; and
>
> **All Lots in Quail Ridge Addition** to Hockley County, Texas subsequently dedicated by Grantee or Grantor.

Easement Property: The real property located in Hockley, Texas more fully described as:

> **All areas within the boundaries of the "Covey Lane," "Game Trail Road," "Bobwhite Lane," and "Quail Hollow Road" roadways, Quail Ridge Addition** to Hockley County, Texas, according to the map, plat, and/or dedication deed there of recorded in CCFN 20260002720, Official Public Records of Hockley County, Texas

Easement Purpose: For (i) providing free and uninterrupted pedestrian and car and light-truck vehicular ingress to and egress from the Dominant Estate Property, to and from FM 1585, Quail Road, and Owl Road, and (ii) providing an easement and right-of-way on, over, and across the Easement Property for the purpose of maintaining and guaranteeing emergency access, for police, fire, ambulance, and other emergency service provider purposes.

Consideration: The sum of Ten Dollars ($10.00) and other good and valuable consideration, including the conveyance of other property, the receipt and sufficiency of which are acknowledged by Grantor.

Reservations from Conveyance/Exceptions to Warranty: None

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 related rights and appurtenances (collectively, "Easement"), to have and to hold the Easement to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds itself and its 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 lawfully claiming, now or in the future, the Easement or any part of it, except as to the Reservations from Conveyance and Exceptions to Warranty.

Terms and Conditions: The following terms and conditions apply to the Easement granted by this Easement Agreement for Access ("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 any portion of the Dominant Estate Property. The Easement is exclusive 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 ("Holder").

2. **Duration of Easement.** The duration of this Easement continues in effect until a public road abutting each separate lot and tract in the Dominant Estate Property is opened up, giving access to Dominant Estate Property.

3. **Reservation of Rights.**

Grantor reserves for itself and its 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 Purpose.

Grantor reserves for itself and its 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 this further conveyance is subject to the terms of this Agreement and the other users agree to bear a proportionate share of the costs of improving and maintaining the Easement.

4. **Improvement and Maintenance of Easement Property.**

(a) Improvements. Grantor has the right to improve the Easement Property for the convenient use of the Easement Property for the Easement Purpose. Improvements will be at the sole expense of Grantor. Grantor 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 ("Road Improvements"). All matters concerning the configuration, construction, installation, maintenance, replacement, and removal of the Road Improvements are at the sole discretion of Grantor.

(b) Maintenance. Grantor has the right to maintain the Easement Property. Maintenance will be part of Grantor's budget and part of the Grantor's assessments.

(c) Fences. Grantor has the right to remove or relocate any fences along or near the Easement Property 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, provided that the fences are restored to their original location and condition on the completion of the work. Fences are not permitted to cross the Easement Property.

5. Equitable Rights of Enforcement. This Agreement may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance with its terms. 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. The act of obtaining an injunction or a restraining order will not be deemed to be an election of remedies or a waiver of any other rights available at law or in equity.

6. Attorney Fees. If any action or proceeding, including an action for declaratory relief, is brought by either party to enforce or interpret this Agreement, the prevailing party will be entitled to recover its costs and expenses incurred, including reasonable attorney fees, from the other party. The term "prevailing party" means the party that the court determines is the prevailing party, regardless of whether that party obtains any monetary, declaratory, injunctive, equitable, or nominal relief. For monetary claims, no award of damages is necessary for the court to determine that the party has prevailed. For nonmonetary claims, no equitable relief is necessary for the court to determine that the party has prevailed.

7. Amendment. This Agreement may be amended or terminated only by a written agreement of the owners of all parts of the Easement Property and the Dominant Estate Property.

8. Binding Agreement. This Agreement and all of its terms, provisions, and covenants will apply to, be binding on, and inure to the benefit of the parties and their respective heirs, executors, legal representatives, and assigns.

9. Governing Law. This Agreement will be governed by and interpreted under the laws of the State of Texas, regardless of any conflict-of-law rules. Venue is in the county or counties in which the Easement Property is located.

10. Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed an original and all of which together will constitute one agreement.

11. Further Assurances. Each signatory party agrees to execute and deliver any additional documents and instruments and to perform any additional acts as are reasonably necessary or appropriate to perform the terms, provisions, and conditions of this Agreement and all transactions contemplated by this Agreement.

12. Entire Agreement. This Agreement contains the entire agreement of the parties and cannot be varied except by written agreement of the parties. All understandings, discussions, and agreements previously made between the parties, written or oral, are superseded by this Agreement, and neither party is relying on any warranty, statement, or representation not contained in this Agreement.

13. Severability; 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 of this Agreement, and this Agreement will be construed as if the unenforceable provision had never been a part of it. Whenever context requires, the singular will include the plural and the neuter will include the masculine or feminine gender, and vice versa. Article and section headings in this Agreement are for reference only and are not intended to restrict or define the text of any section. This Agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.

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

{Remainder of this page left blank intentionally. Signatures follow.}

In witness, this grant is executed June 22, 2026.

GRANTOR:

QUAIL RIDGE COMMUNITY ASSOCIATION, INC., a Texas nonprofit corporation

BY: _____
Marc McDougal, Authorized Agent

BY: _____
Barry Orr, Authorized Agent

Acknowledgements

STATE OF TEXAS §
LUBBOCK COUNTY §

This instrument was acknowledged before me on June 22, 2026, by Marc McDougal as Authorized Agent of QUAIL RIDGE COMMUNITY ASSOCIATION, INC., a Texas nonprofit corporation, on behalf of said entity.

(seal) SHELBY HARBISON My Notary ID # 135504084 Expires February 26, 2029

_____
Notary Public – State of Texas

STATE OF TEXAS §
LUBBOCK COUNTY §

This instrument was acknowledged before me on June 22, 2026, by Barry Orr as Authorized Agent of QUAIL RIDGE COMMUNITY ASSOCIATION, INC., a Texas nonprofit corporation, on behalf of said entity.

(seal) SHELBY HARBISON My Notary ID # 135504084 Expires February 26, 2029

_____
Notary Public – State of Texas

STATE OF TEXAS §
COUNTY OF LUBBOCK §

That WEST TEXAS STATE BANK duly organized and existing under the laws of the State of Texas, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) paid in cash, and for other good and valuable consideration, the receipt of which is hereby acknowledged and confessed, being a lienholder on the property described herein, does hereby consent and agree to the foregoing easement, and does hereby subordinate its lien on the tract embraced within the easement herein described to the rights granted herein.

IN WITNESS WHEREOF, the said WEST TEXAS STATE BANK has caused these presents to be signed by its duly authorized officer at Lubbock, Lubbock County, Texas, on JUNE 25, 2026.

WEST TEXAS STATE BANK

By: _____

Printed Name: CHRIS COMER

Title: MARKET PRESIDENT \ CLO

This instrument was acknowledged before me on JUNE 25, 2026, by CHRIS COMER, as MARKET PRESIDENT of WEST TEXAS STATE BANK, and in the capacity therein stated.

(seal) ETHAN BATTEN Notary Public State of Texas ID # 135519305 My Comm. Expires 06-11-2029

_____
Notary Public, State of Texas

HOCKLEY COUNTY Jennifer Palermo Hockley County Clerk 802 Houston St. Suite 213 Levelland, TX 79336 Phone: 806-894-3185	**DOCUMENT #:** 202600002726 **RECORDED DATE:** 07/13/2026 12:59:03 PM

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DOCUMENT # : 202600002726
RECORDED DATE: 07/13/2026 12:59:03 PM

I hereby certify that this document was filed on the date and time stamped hereon by me and was duly recorded in the Official Public Records of Hockley County.

STATE OF TEXAS
HOCKLEY COUNTY

Jennifer Palermo

Jennifer Palermo
Hockley County Clerk

PLEASE DO NOT DETACH

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