



VEGETATION 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.

Date: April 3, 2017

Grantor: COLONY RIDGE DEVELOPMENT, LLC, a Texas limited liability company
P.O. Box 279
Fresno, Texas 77545

Grantee: CITY OF PLUM GROVE
P.O. Box 1358
Splendora, Texas 77372

Consideration:

Good and valuable consideration, the receipt and sufficiency of which are acknowledged by Grantor and Grantee.

Easement Property (Location of Easement):

A Seventy-Five foot (75') easement on a portion of various lots within Camino Real subdivision, Section 2, and fronting on the east side of Paul Campbell Loop, and being more particularly described by drawings on Exhibit "A" attached hereto and made a part hereof.

Grant of Easement:

Grantor, for the Consideration and subject to the Reservations from Conveyance and Exceptions to Warranty, grants, dedicates, sells, and conveys to Grantee and Grantee's successors, and assigns an easement over, on, and across the Easement 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 Grantee and Grantee's successors, and assigns forever, Grantor binds Grantor and Grantor's successors, and assigns to warrant and forever defend the title to the Easement in Grantee and Grantee's successors, and assigns against every person whomsoever lawfully claiming or to claim the Easement or any part of the Easement, 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.

Easement Purpose:

The sole purpose of this easement is to provide a buffer zone or vegetation easement along Paul Campbell Loop. The Property shall have a seventy-five foot (75') greenbelt at all times on the Easement Property. The Easement Property is an area that is restricted in the following manner:

- a) Grantor agrees to keep the Easement Property unimproved and to retain its natural vegetative condition;
- b) Grantor reserves the right to create driveways across the Easement Property no wider than twenty feet (20') to provide necessary road access to adjoining property;
- c) Grantor shall keep the Easement Property in a natural state as much as possible;
- d) Utilities may go through the Easement Property adjacent to the crossing roads with the least amount of impact on disrupting the natural vegetative state of the Easement Property;
- e) Fences shall not be allowed within the Easement Property;
- f) Grantor will be allowed to remove damaged or dead trees located within the Easement Property, if said trees are likely to damage adjacent property; and
- g) Grantor agrees to maintain the Easement Property, including removal of trash and debris.

Grantee and its successors and assigns shall have the right to enforce, by proceeding at law or in equity, the covenants, restrictions, and rights now or hereafter imposed by this Vegetation Easement. Failure to enforce any covenant or restriction or right herein contained shall in no event be deemed a waiver of the right to do so thereafter.

This is a negative easement. This Easement prohibits certain activity of Grantor in and upon the Easement Property, but does not grant Grantee any right to engage in any activity or construct or maintain any improvements on or within the Easement Property.

Reservations from Conveyance:

It is clearly understood that this document does not constitute a conveyance of the Easement Property, nor of the minerals therein and thereunder, but grants only an easement expressly subject to the terms and conditions herein contained.

Duration of Easement:

This easement shall be perpetual and shall run with the title to the land and shall inure to the benefit of, and be enforceable by Grantee and its successors and assigns.

The easement, along with its rights and privileges shall terminate when the purpose of the easement, as described in this Agreement, ceases to exist, or is abandoned by Grantee. If the Easement Purpose ceases, then Grantee agrees, upon the written request of Grantor,

its successors or assigns, to execute and record an instrument releasing the easement rights herein granted.

Exceptions to Warranty:

This Dedication is executed by Grantor and accepted by Grantee subject to all matters of record, to the extent the same are validly existing and applicable to the aforesaid premises, and further subject to the reservation by Grantor of the right to file a plat in the Liberty County, Texas.

Rights Reserved

Grantor retains, reserves, and shall continue to enjoy the use of the Easement Property for any and all purposes that do not interfere with or jeopardize the Easement Purpose.

Entire Agreement

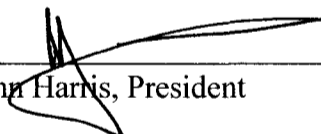
This Agreement contains the entire agreement between the parties relating to its subject matter. Any oral representations or modifications concerning this Agreement shall be of no force and effect. Any subsequent amendment or modification must be in writing and agreed to by both parties.

Binding Effect

This Agreement shall bind and inure to the benefit of the respective parties, their personal representatives, heirs, successors, and assigns.

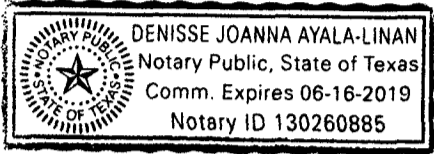
EXECUTED on the date first above written.

COLONY RIDGE DEVELOPMENT, LLC, a
Texas limited liability company, by its Manager
T-REX MANAGEMENT, INC., a Texas
Corporation

By:  _____
John Harris, President

STATE OF Texas)
)
COUNTY OF Montgomery)

This instrument was acknowledged before me on the 3 day of April, 2017, by John Harris, President of T-REX MANAGEMENT, INC., a Texas corporation, as Manager of COLONY RIDGE DEVELOPMENT, LLC, a Texas limited liability company, on behalf of said limited liability company.



Denisse Ayala
Notary Public in and for the
State of Texas

PREPARED IN THE OFFICE OF:
Law Office of Beard & Lane, P.C.
12841 Jones Road, Suite 100
Houston, Texas 77070
Telephone: (281) 897-8848
Email: brent@beardlane.com

AFTER RECORDING RETURN TO:
BEARD & LANE.
12841 Jones Rd, Suite 100
Houston, TX
77070

CAMINO REAL SUBDIVISION
PAUL CAMPBELL LOOP

75 FT.
VEGETATION
BUFFER
FROM THE
PROPERTY
LINE PLUS
30 FT. ROW
DEDICATION
TO THE
COUNTY FOR
A
TOTAL OF
105 FT.

Exhibit "A"

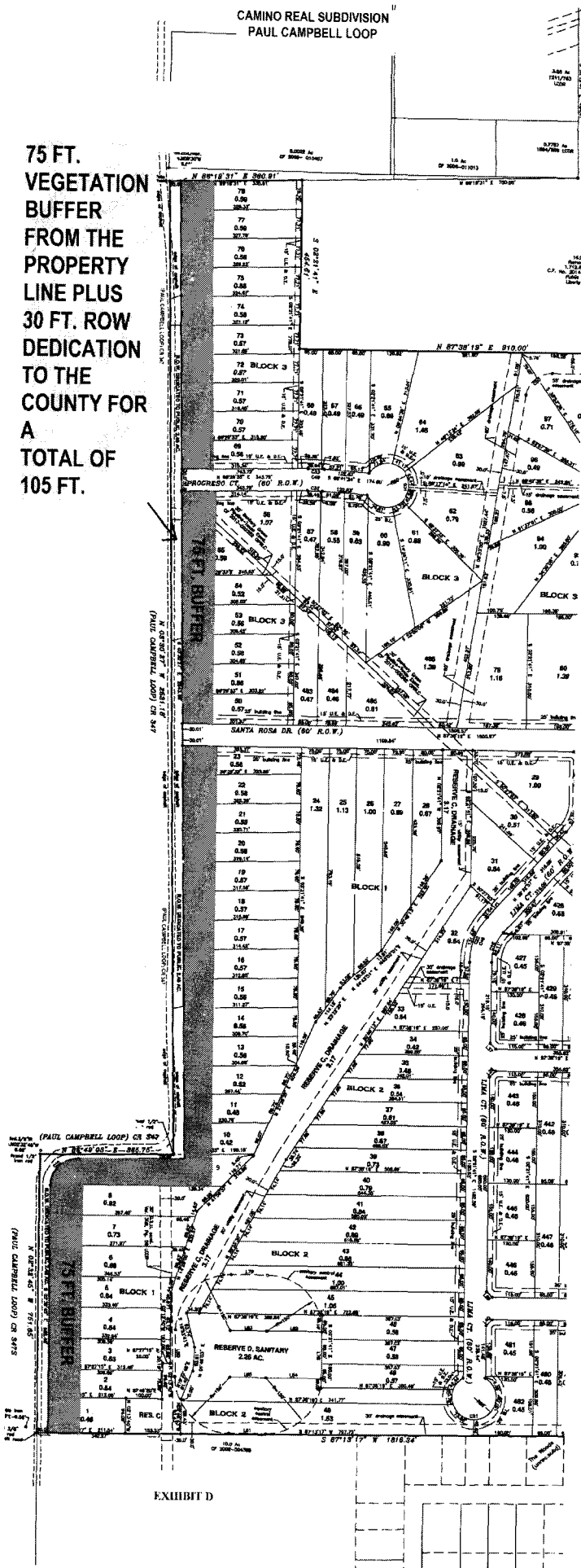


EXHIBIT D

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Paulette Williams



Paulette Williams, County Clerk
Liberty County, Texas

April 24, 2017 10:58:54 AM

FEE: \$32.00 MCESSNA
EAS

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