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202406708 EASEMENT Total Pages: 9
Vicinta Stafford, Burnet County Clerk

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

PERMANENT DRAINAGE AND TEMPORARY CONSTRUCTION EASEMENT

THE STATE OF TEXAS §
§ KNOW BY ALL THESE PRESENT
THE STATE OF TEXAS §

That **Stephen Joseph Dillinger and Emily Pittman Dillinger, Co-Trustees of The Emily and Stephen Dillinger Trust dated August 19, 2014,** whose address is 803 County Road 407, Spicewood, TX, 78669, hereinafter referred to as "Grantor", for and in consideration of good and valuable consideration to Grantor, the receipt and sufficiency of which is hereby acknowledged from **CR Resort Austin LLC**, whose address is 111 East 5th Street, Suite 400, Fort Worth, TX 76102, hereinafter referred to as "Grantee", the receipt and sufficiency of which is hereby acknowledged and confessed, has this day Granted and Conveyed, and by these presents, does hereby Grant and Convey unto Grantee, subject to the terms hereof, an easement to (a) construct, reconstruct and perpetually maintain, and repair drainage infrastructure, together with the right to make connections and such other construction and improvements incidental to the construction, maintenance, operation and repair of drainage infrastructure (collectively, the "Drainage Facilities"), and (b) together with the right to use roads, driveways and access ways, and the right of ingress and egress at all times across the Easement Property (as that term is hereafter defined) and the Temporary Easement Property (0.816 acre tract, as shown on Exhibit A, attached hereto) including, but not limited to, the right to remove and construct or reconstruct any fencing for Grantee's use or access of the easement granted herein, including the right to install posts, wiring, fencing and/or a gate and/or access panels in a newly constructed or existing fence for reasonable access to and use of the Easement Property. As used herein "Easement Property" shall mean in, upon and across the following described land, to wit:

> A **0.049** acre tract of land, situated in the Maria Catalina Salinas Survey Number 15, Abstract Number 775, County of Burnet, State of Texas, and being more specifically described in EXHIBIT "A" attached hereto and by this reference made a part hereof for all purposes, to which reference is hereby made for a particular description of said property.

TO HAVE AND TO HOLD the same perpetually to Grantee, its successors and assigns, together with the right and privilege at any and all times to enter said premises, or any part thereof, for the purpose of constructing, reconstructing, maintaining, repairing and operating the Drainage Facilities. Grantor reserves the right to enter upon and use the Easement Property in any manner that is not inconsistent with the rights granted to Grantee herein, but in no event shall Grantor place, erect or maintain on the Easement Property (a) any permanent structures, including, but not limited to, any habitable structures such as homes or offices, or (b) any structure, including, but not limited to, drainage, filtration or Drainage ponds, or make changes in grade, elevation, or contour of the land which would impair Grantee's use of the Easement Property.

Grantor also grants to Grantee a temporary construction easement for the purpose of constructing the above referenced Drainage Facilities in the Easement Property. The Temporary Easement Property area shall be limited to the 0.816 acres (Shown on Exhibit A, attached hereto, and labeled as the "Temporary Easement Property"). This Temporary Easement Property shall become effective on the date of execution and expires upon completion of the installation of the drainage infrastructure, but in no event more than one year from the date hereof. Upon such termination, the Temporary Easement Property shall revert to the sole ownership and control of Grantor.

Grantor hereby binds itself, its heirs, representatives, successors, and assigns to **WARRANT AND FOREVER DEFEND** title to the right of way herein granted, unto Grantee and its successor and assigns against claims of all persons whomsoever lawfully claiming or to claim the same or any part thereof.

The easement granted herein is subject to the following terms and conditions:

1. Maintenance and Repairs.

(a) The Grantee shall be solely responsible, at the Grantee's sole cost and expense, for any and all maintenance and repairs to the Drainage Facilities to time to keep the Easement Property and its respective areas in good condition and in compliance with all applicable legal requirements.

(b) In the event Grantee (or its employees, contractors, agents, representatives, permittees, invitees, lessees, and customers) cause any damage to the Easement Property or in the exercise of Grantee's rights or the performance of Grantee's obligations under this Agreement, Grantee shall promptly repair any such damage and restore the affected area to substantially the same condition as existed prior to the damage, all at no cost or expense to Grantor. In the event that Grantee (upon thirty (30) days' prior written request) fails to perform or to commence performance and thereafter diligently pursue completion of the foregoing repairs, in addition to any other rights and remedies allowed by law, the Grantor shall have the right to perform such repair work and collect all costs and expenses, including, without limitation, reasonable attorneys' fees, incurred by the requesting Party in connection with same.

2. Compliance with Law. Grantee, in exercising the rights and privileges granted by this Agreement, shall comply with all applicable federal, state, county and municipal laws, ordinances and regulations.

3. Insurance. Grantee shall maintain, at its expense, and keep in force at all times during the term of this Agreement, a policy of comprehensive general public liability insurance, including a contractual liability endorsement, and personal injury liability coverage, from an insurer reasonably acceptable to the Grantor, which shall include coverage against claims for any injury, death, or damage to persons or property occurring on, in, or about the Easement Property with a combined single limit of not less than $2,000,000.00 with respect to the Easement Property and Grantee's use therein. The Grantor shall be named as an additional insured on such insurance policies.

4. Prior Encumbrances. The easements, rights and privileges herein granted are subject to all encumbrances covenants, restrictions, exceptions, rights-of-way, easements, and other matters of record in the Official Public Records of Real Property of Burnett County, Texas, and all laws, regulations and restrictions by municipal or other governmental authority applicable to and enforceable against the Easement Property.

5. Notices. Any notice required or permitted to be delivered under this Agreement is deemed received when: (i) personally delivered, (ii) two (2) days after being sent by United States mail, postage prepaid, certified mail, return receipt requested, and properly addressed, or (iii) one (1) day after being deposited with a nationally recognized overnight courier service, charges prepaid, and properly addressed. Notices may also be provided by electronic mail if an email address is provided below; provided however, any notice by electronic mail shall also be delivered by hand or sent by overnight or same day courier service, to the notice addresses set forth below for the intended recipient. The notice information for the Parties is as follows:

Grantor: Stephen Joseph Dillinger and Emily Pittman Dillinger,
Co-Trustees of The Emily and Stephen Dillinger Trust dated August 19, 2014
803 County Road 407
Spicewood, TX, 78669

Grantee: CR Resort Austin LLC
111 East 5th Street, Suite 400
Fort Worth, TX 76102

Rejection of, the refusal to accept or the inability to deliver any notice because of a change of address of which no notice was given shall not affect the effective date of or validity of such notice. Any Party shall have the right from time to time and at any time to change its respective address to any other address within the United States of America.

In the event that all or any portion of any of the Easement Property made the subject of this Agreement is conveyed to a new owner, such that the Grantor no longer owns the entire fee or easement interest in the Easement Property or the Drainage Facilities, as the case may be, notices to be given hereunder shall be delivered to the subsequent property owner at the address for such property owner set forth in the real property tax records of the local tax assessor, unless such subsequent property owner notifies the Grantee of a new address for notice purposes.

6. No Other Rights Created; Joint and Several. All rights in and to the Easement Property not expressly granted to the Grantee herein are reserved and retained by Grantor for itself, its successors, and assigns. No provision of this Agreement shall constitute or be construed as a dedication of any interest described in this Agreement to the public or give any member of the public any right whatsoever. This Agreement shall be binding upon and inure to the benefit of Grantor and Grantee and their respective successors and assigns.

7. NO WARRANTIES. THIS CONVEYANCE IS MADE ON AN AS-IS, WHERE-IS BASIS. THE GRANTEE HEREBY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, RELATING TO EASEMENT PROPERTY, (INCLUDING, WITHOUT LIMITATION, THE SUITABILITY OF THE EASEMENT PROPERTY FOR DRAINAGE PURPOSES).

8. Recording. This Agreement shall be recorded in the Official Public Records of Real Property of Burnett County, Texas.

9. Attorneys' Fees. If either Party is the prevailing Party in any legal proceeding brought as a result of a dispute under this Agreement, then such Party shall be entitled to recover from the non-prevailing Party all reasonable costs of such proceeding and reasonable attorneys' fees actually incurred.

10. Headings. The headings of the paragraphs contained herein are intended for reference purposes only and shall not be used to interpret the agreements contained herein or the rights granted hereby.

11. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

12. Further Assurances. Each Party agrees to execute and deliver any additional documents and instruments and to perform any additional acts reasonably necessary or appropriate to perform the terms, provisions, and conditions of this Agreement.

13. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.

14. Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed to constitute an original; provided, however, that this Agreement will not become binding upon any Party unless and until executed (whether or not in counterpart) by all the Parties.

15. Entire Agreement. This Agreement supersedes, replaces, and amends all other agreements previously made between the Parties relating to the subject matter hereof. There are no other understandings, covenants, or agreements other than as expressly provided for herein.

16. No Consent. No consent to the modification, from time to time, or termination of the provisions of this Agreement shall ever be required of any tenant, licensee or concessionaire, as to any portion of either of the Tracts made the subject hereof, nor shall any tenant, licensee or concessionaire, or any employee, customer, business invitee of the same have any rights to enforce the provisions hereof.

17. Authority. Each Party hereto is the fee simple owner of its respective property and has all requisite power and authority to enter into this Agreement and to perform its obligations hereunder. The execution and delivery of this Agreement by each Party has been duly authorized by all necessary Parties.

18. Default. If a Party defaults in the performance of its obligations hereunder and the default is not cured within thirty (30) days following delivery of written notice to such defaulting Party, then such Party shall be deemed to have committed an "Event of Default" hereunder (unless such default requires work to be performed, acts to be done, or conditions to be removed that cannot by their nature reasonably be performed, done, or removed, as the case may be, within such thirty (30) day period, in which case no Event of Default shall be deemed to exist as long as such Party commences curing the same within such thirty (30) day period and diligently, continuously, and in good faith prosecutes the same to completion). **EACH PARTY EXPRESSLY WAIVES AND AGREES NOT TO, AND TO CAUSE ITS AFFILIATES NOT TO, SEEK PUNITIVE, SPECIAL, OR EXEMPLARY DAMAGES OR DAMAGES FOR LOST PROFITS OF ANY KIND WITH RESPECT TO ANY DISPUTE ARISING UNDER, RELATED TO, OR IN CONNECTION WITH THIS AGREEMENT OR BREACH HEREOF, EXCEPT (IN EACH CASE) TO THE EXTENT THAT ANY SUCH PARTY WAS REQUIRED TO PAY SUCH DAMAGES TO A THIRD PARTY IN CONNECTION WITH A THIRD PARTY CLAIM COVERED BY AN INDEMNITY EXPRESSLY SET FORTH IN THIS AGREEMENT, IN WHICH EVENT SUCH DAMAGES SHALL BE RECOVERABLE. The terms of this Section 18 shall survive any termination of this Agreement indefinitely. It is not a waiver of or consent to a default under this Agreement if the non-defaulting 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 as provided by law.**

Executed as of May 28, 2024.

GRANTOR:

Emily Pittman Dillinger,
Trustee of The Emily and Stephen Dillinger Trust
dated August 19, 2014

Stephen Joseph Dillinger,
Trustee of The Emily and Stephen Dillinger Trust
dated August 19, 2014

THE STATE OF TEXAS §
§
COUNTY OF BURNET §

This instrument was acknowledged before me on the 28th day of May, 2024, by Stephen Joseph Dillinger, Trustee of The Emily and Stephen Dillinger Trust dated August 19, 2014.

Notary Public, State of Texas

MELODY A. SCRATON
Notary Public, State of Texas
Comm. Expires 12-23-2025
Notary ID 1720141

THE STATE OF TEXAS §
§
COUNTY OF BURNET §

This instrument was acknowledged before me on the 28th day of May, 2024, by Emily Pittman Dillinger, Trustee of The Emily and Stephen Dillinger Trust dated August 19, 2014.

Notary Public, State of Texas

MELODY A. SCRATON
Notary Public, State of Texas
Comm. Expires 12-23-2025
Notary ID 1720141

After Recording Return to:

0.049 ACRES (2,123 SQ.FT.)
MARIA CATALINA SALINAS SURVEY NO. 15, ABSTRACT NUMBER 775
BURNET COUNTY, TX

EXHIBIT A
PERMANENT DRAINAGE EASEMENT
METES AND BOUNDS

BEING ALL OF THAT CERTAIN 0.049 ACRE (2,123 SQ.FT.) TRACT OF LAND SITUATED IN THE MARIA CATALINA SALINAS SURVEY NO. 15, ABSTRACT NO. 775, BURNET COUNTY, TEXAS, BEING A PORTION OF A CALLED 84.682 ACRE TRACT OF LAND CONVEYED TO STEPHEN J. AND EMILY P. DILLINGER BY DEED RECORDED IN DOCUMENT NUMBER 201404423, OFFICIAL PUBLIC RECORDS, BURNET COUNTY, TEXAS, SAID 0.049 ACRE (2,123 SQ.FT.) TRACT OF LAND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING, at a 1/2 inch iron rod found on the north line of said 84.682 acre tract of land, being on the south right-of-way line of County Road 407 (R.O.W. Varies), for the **POINT OF COMMENCEMENT** of the herein described tract of land, from which a 1/2 inch iron rod found on the north line of said 84.682 acre tract of land, being on the south line of said County Road 407, bears S55°46'52"W, a distance of 207.37 feet,

THENCE, N67°57'08"E, with the common line of said 84.682 acre tract of land and said County Road 407, a distance of 118.06 feet to a calculated point for the northwest corner and the **POINT OF BEGINNING** of the herein described tract of land,

THENCE, with the common line of said 84.682 acre tract and said County Road 407, the following two (2) courses and distances, numbered 1 and 2,

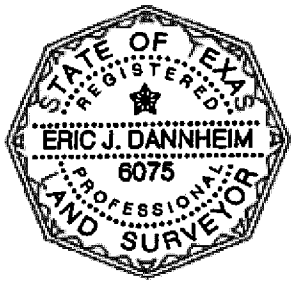
1) N67°57'08"E, a distance of 20.84 feet to a calculated point for corner, and
2) N62°03'22"E, a distance of 25.94 feet to a calculated point for the northeast corner of the herein described tract of land,

THENCE, over and across said 84.682 acre tract, the following three (3) courses and distances, numbered 1 through 3,

1) S51°51'16"E, a distance of 39.42 feet to a calculated point for the southeast corner of the herein described tract of land,
2) S68°02'47"W, a distance of 84.43 feet to a calculated point for the southwest corner of the herein described tract of land, and
3) N08°02'47"E, a distance of 36.29 feet to the **POINT OF BEGINNING** and containing 0.049 acres (2,123 SQ.FT.) of land, as shown on the attached sketch.

Surveyed by: _____ 5/3/24

Eric J. Dannheim, R.P.L.S. NO. 6075
Carlson, Brigance & Doering, Inc.
Reg. # 10024900
5501 West William Cannon
Austin, TX 78749
Ph: 512-280-5160
Edannheim@cbdeng.com



BEARING BASIS: TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD83
DATE OF SURVEY: APRIL 17, 2024

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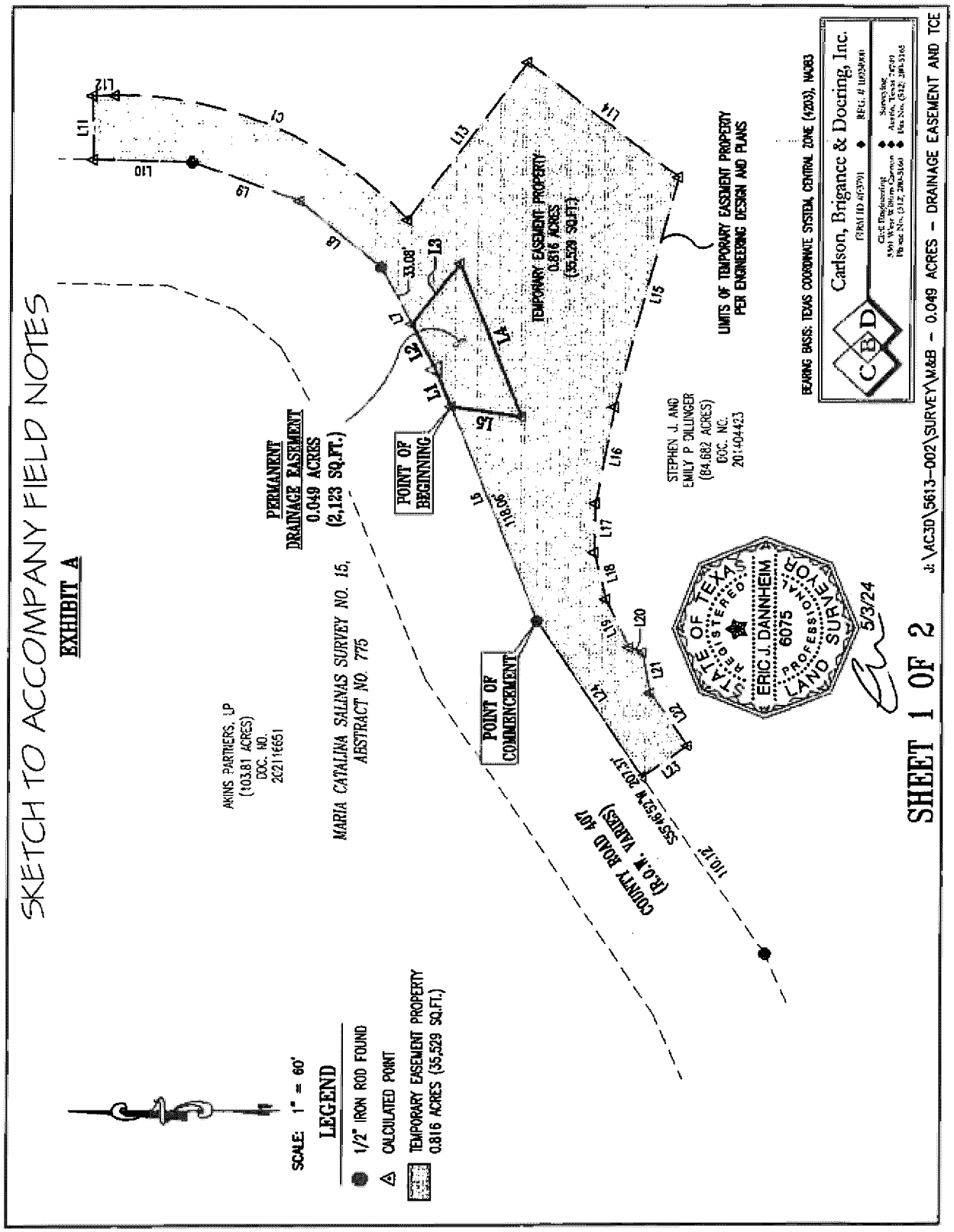
SKETCH TO ACCOMPANY FIELD NOTES
EXHIBIT A
SCALE: 1" = 60'
LEGEND
1/2" IRON ROD FOUND
CALCULATED POINT
TEMPORARY EASEMENT PROPERTY
0.816 ACRES (35,529 SQ.FT.)
PERMANENT
DRAINAGE EASEMENT
0.049 ACRES
(2,123 SQ.FT.)
POINT OF BEGINNING
POINT OF COMMENCEMENT
TEMPORARY EASEMENT PROPERTY
0.816 ACRES
(35,529 SQ.FT.)
LIMITS OF TEMPORARY EASEMENT PROPERTY
PER ENGINEERING DESIGN AND PLANS
AKINS PARTNERS, LP
(103.81 ACRES)
DOC. NO.
202116651
MARIA CATALINA SALINAS SURVEY NO. 15,
ABSTRACT NO. 775
STEPHEN J. AND
EMILY P DILLINGER
(84.682 ACRES)
DOC. NO.
201404423
COUNTY ROAD 407
(R.O.W. VARIES)
S55°46'52"W 201.37'
110.12'
118.06'
33.08'
STATE OF TEXAS
REGISTERED
ERIC J. DANNHEIM
6075
PROFESSIONAL
LAND SURVEYOR
5/3/24
BEARING BASIS: TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD83
Carlson, Brigance & Doering, Inc.
SHEET 1 OF 2
J:\AC3D\5613-002\SURVEY\M&B - 0.049 ACRES - DRAINAGE EASEMENT AND TCE

SKETCH TO ACCOMPANY FIELD NOTES

EXHIBIT A

Line Table		
Line #	Length	Direction
L1	20.84	N67°57'08"E
L2	25.94	N62°03'22"E
L3	39.42	S51°51'16"E
L4	84.43	S68°02'47"W
L5	36.29	N08°02'47"E
L6	138.90	N67°57'08"E
L7	59.02	N62°03'22"E
L8	53.41	N39°22'06"E
L9	58.29	N20°06'52"E
L10	50.88	N01°21'57"E
L11	32.62	N89°06'58"E
L12	11.26	S00°53'02"E

Line Table		
Line #	Length	Direction
L13	100.43	S52°53'56"E
L14	97.57	S37°06'04"W
L15	121.61	N74°38'59"W
L16	50.39	N79°11'20"W
L17	25.17	N88°47'43"W
L18	24.51	S75°56'14"W
L19	27.20	S64°02'25"W
L20	7.41	S21°07'48"W
L21	21.09	S78°59'47"W
L22	33.24	S54°44'41"W
L23	28.11	N35°15'19"W
L24	97.25	N55°45'52"E

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C1	167.15	200.00	S23°03'31"W	162.33	88.81	47°53'06"

STATE OF TEXAS
REGISTERED
ERIC J. DANNHEIM
6075
PROFESSIONAL
LAND SURVEYOR

5/3/24

BEARING BASIS: TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD83

Carlson, Brigance & Doering, Inc.
FIRM ID #8791 ◆ REG. # F-0249-00
Civil Engineering ◆ Surveying
5501 West William Cannon ◆ Austin, Texas 78749
Phone No. (512) 280-5160 ◆ Fax No. (512) 280-5165

SHEET 2 OF 2

J:\AC3D\5613-002\SURVEY\M&B - 0.049 ACRES - DRAINAGE EASEMENT AND TCE

THE STATE OF TEXAS
COUNTY OF BURNET

I hereby certify that this instrument was FILED on the date and the time stamped hereon by me and was duly RECORDED in the Records of Burnet County, Texas.

202406708 ESMT
07/09/2024 03:52:59 PM Total Fees: $53.00

Vicinta Stafford,County Clerk
Burnet County, Texas

Vicinta Stafford