

Gate and Roadway Easement Agreement

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:

Grantor:

WBW Single Development Group LLC – Series 129, a
separate series of a Texas series limited liability company

Grantor's Mailing Address:

109 W 2nd Street Suite 201
Georgetown, TX 78626

Grantee:
District

Belton Independent School

Grantee's Mailing Address:

400 N Wall St
Belton, TX 76513

Easement Property:

The existing private access drive connecting Allison Drive and Stone Oak Drive, including a ten-foot (10') clearance area extending outward from each outer edge of said paved access drive. Said private drive is located in Belton, TX, on a 0.8-acre tract legally described as Three Creeks Phase IX, Lot Tract E, Bell County Tax Appraisal District Property ID: 521100.As described in Exhibit A (one labeled page).

Easement Purpose: For the purpose of (A) erecting, installing, constructing, removing and adding soil, replacing, repairing, operating, using, inspecting, reconstructing, upgrading, modifying, removing and maintaining of (1) a gate across a private road existing on the Easement Property (the "Gate"), including any ancillary improvements or measure necessary or appropriate in Grantee's discretion to the construction and use of the Gate; the Gate will be situated at a location not less than sixty (60) feet north of the northern right-of-way line of Allison Drive, and (2) posts to secure existing gate arm in open position, and (B) use by Grantee of said private road (the "Road") for all purposes, subject to the conditions of Section 6, below, which prohibit impeding or restricting the road access of Lots 1 and 2, Block 1 of Three Creeks Phase IX.

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

Grant of Easement: Grantor, for the Consideration, grants, sells, and conveys to Grantee and Grantee's heirs, successors, and assigns an easement under, on, and across the Easement Property for the Easement Purpose for the benefit of Grantee, 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.

Terms and Conditions: The following terms and conditions apply to the Easement granted by this agreement:

1. *Character of Easement.* The Easement is nonexclusive. The burdens and obligations imposed on Grantor hereunder constitute covenants running with the Easement Property. The benefits and burdens of this Agreement shall bind and benefit all future owners, successors in interest, heirs, assigns, and transferees of the Easement Property.
2. *Duration of Easement.* The duration of the Easement is perpetual.
3. *Reservation of Rights.* Grantee's right to use the Easement Property is nonexclusive, and Grantor reserves for Grantor and Grantor's heirs, successors, and assigns the right to use all or part of the Easement Property as long as such use by Grantor and Grantor's heirs, successors, and assigns does not interfere with the use of the Easement Property by Grantee for the Easement Purpose, and the right to convey to others the right to use all or part of the Easement Property, as long as such further conveyance is subject to the terms of this agreement.
4. *Design and Construction; Maintenance.* Grantee may, in its discretion, procure or accomplish the design and construction of the Gate. It is the Grantee's sole responsibility and expense to construct, maintain and repair the Gate as necessary for Grantee's use, except that Grantor shall be responsible for any damage to the Gate caused by Grantor or its invitees, licensees, or any others whom Grantor permits to use the Gate or the Road. Grantor is solely responsible for maintenance and repair of the Road. After construction and, as applicable, maintenance of the Gate, Grantee shall restore the adjacent surface to the same or similar condition as it existed prior to the commencement of construction and maintenance, including, without limitation, removal of all construction debris and spoils piles.
5. *Emergency Services Access.* Grantee's use of the Easement Property may not prevent emergency services from accessing or otherwise traveling over, across, or through the Easement Property.
6. *Lots 1 and 2, Block 1, Three Creeks Phase 9.* Nothing in the grant of this Easement shall, in Grantor's sole and exclusive determination, be construed to impede or restrict Grantor's right to access any public or private roads adjacent to Lots 1 and 2, Block 1, Three Creeks Phase IX, according to the plat recorded in Instrument No. 2023020150A-C, Official Public Records of Bell County, Texas.
7. *Preservation of Easement.* Grantor shall not take any action that would materially diminish or impair the value or utility of the Easement or the rights granted to Grantee hereunder, including without limitation any action that would sever or relocate the Road or the Gate without Grantee's prior written consent.

8. *Attorney's Fees.* If either 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.

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

10. *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 Bell County.

11. *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.

12. *Waiver of Default.* It is not a waiver of or consent to default 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 provided by law.

13. *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.

14. *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.

15. *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 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.

16. *Notices.* Any notice required or permitted under this agreement must be in writing. Any notice required by this agreement must be via United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this agreement. Any address for notice may be changed by written notice delivered as provided herein.

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

GRANTOR:

WBW Single Development Group LLC – Series 129,
a separate series of a Texas series limited liability company

Bruce Whitis, President

STATE OF TEXAS §

COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared Bruce Whitis, President of WBW Single Development Group LLC – Series 129, a separate series of a Texas series limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein stated on behalf of said company.

Given under my hand and seal of office this _____ day of _____, 2026.

Notary Public in and for the State of Texas

BELTON INDEPENDENT SCHOOL
DISTRICT

By:

(ACKNOWLEDGMENT)

STATE OF TEXAS
COUNTY OF
BELL

This instrument was acknowledged before me on the ____ day of _____, 20__, by
_____, in his capacity as _____ of the Belton Independent School District.

NOTARY PUBLIC, STATE OF TEXAS