

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.

Special Warranty Deed with Vendor's Lien

Date: December 8, 2021

Grantor: David Smith and Jill Smith, a married couple

Grantor's Mailing Address:

P.O. Box ~~248~~ 618
Danbury, Texas 77534

Grantee: Angleton RV Park LLC

Grantee's Mailing Address:

P.O. Box 1754
Sugarland Texas 77487

Consideration:

A note of even date executed by Grantee and payable to the order of Allegiance Bank in the principal amount of TWO MILLION TWO HUNDRED TWENTY-FOUR THOUSAND AND NO/100 DOLLARS (\$2,224,000.00). The note is secured by a first and superior vendor's lien and superior title retained in this deed in favor of Allegiance Bank and by a first-lien deed of trust of even date from Grantee to Ramon A. Vitulli, III, trustee.

Property (including any improvements):

Tract 1: A 7.995 acre tract out of a 12.94 acre tract out of a Tracts 61 and 62 of the New York and Texas Land Company Subdivision of the J.DE J. Valderas Survey, Abstract 380, Brazoria County, Texas and being more particularly described by metes and bounds on Exhibit "A" attached here to and made a part hereof.

Tract 2: A 2.00 acre tract out of Tract 61 of the New York and Texas Land Company Subdivision of the J.DE. J Valderas Survey, Abstract 380, Brazoria County, Texas and being more particularly described by metes and bounds on Exhibit "A" attached here to and made a part hereof.

FILED BY
ALAMO TITLE COMPANY
GF# 81-ATCH 2113633

Reservations from Conveyance:

Dominant Estate Property (including any improvements):

A 4.08 acre tract of land out of a 12.94 ACRE TRACT OF LAND OUT OF TRACTS 61 AND 62 OF THE NEW YORK AND TEXAS LAND COMPANY SUBDIVISION OF THE J. DE. J. VALDERAS SURVEY, ABSTRACT 380, BRAZORIA COUNTY, TEXAS; SAID 12.93 ACRE TRACT CONTAINING A 4.08 ACRE TRACT AND A 7.97 ACRE TRACT AS DESCRIBED IN VOLUME 1570, PAGE 68 OF THE DEED RECORDS OF BRAZORIA COUNTY, TEXAS, AND ALSO CONTAINING A PORTION OF A PLATTED ROAD; AND SAID 12.94 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN EXHIBIT "B" ATTACHED HERE TO AND MADE A PART HEREOF.

Easement Property: A 0.593 ACRE TRACT OUT OF A 2.00 ACRE TRACT OUT OF TRACT 61 OF THE NEW YORK AND TEXAS LAND COMPANY SUBDIVISION OF THE J. DE J. VALDERAS SURVEY, ABSTRACT 380, BRAZORIA COUNTY, TEXAS; SAID 2.00 ACRE TRACT IS KNOWN AS TRACT 61B-1 AND IS DESCRIBED IN A DEED RECORDED IN VOLUME 1606, PAGE 52 OF THE DEED RECORDS OF BRAZORIA COUNTY, TEXAS; AND

A 0.752 ACRE TRACT OUT OF A 7.995 ACRE TRACT OUT OF A 12.94 ACRE TRACT OUT OF TRACTS 61 AND 62 OF THE NEW YORK AND TEXAS LAND COMPANY SUBDIVISION OF THE J. DE J. VALDERAS SURVEY, ABSTRACT 380, BRAZORIA COUNTY, TEXAS;

SAID 0.593 ACRE TRACT AND SAID 0.752 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN EXHIBIT "C" ATTACHED HERETO AND MADE A PART HEREOF.

Easement Purpose: For providing free and uninterrupted pedestrian and vehicular ingress to and egress from the Dominant Estate Property, to County Road 44, and for the installation, construction, operation, maintenance, replacement, repair, upgrade, and removal of utilities or drainage and related facilities

For Grantor and Grantor's heirs, successors, and assigns, in common with Grantee and Grantee's heirs, successors, and assigns, a reservation of an easement over, on, and across the Easement Property for the Easement Purpose and for the benefit of the Dominant Estate Property, and portions thereof, together with all and singular the rights and appurtenances thereto in any way belonging, in accordance with the terms and conditions set forth below.

Exceptions to Conveyance and Warranty:

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, other than conveyances of the surface fee estate, that affect the Property; and taxes for 2021, which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

The vendor's lien against and superior title to the Property are retained until each note described is fully paid according to its terms, at which time this deed will become absolute.

Allegiance Bank, at Grantee's request, has paid in cash to Grantor that portion of the purchase price of the Property that is evidenced by the note. The first and superior vendor's lien against and superior title to the Property are retained for the benefit of Allegiance Bank and are transferred to Allegiance Bank without recourse against Grantor.

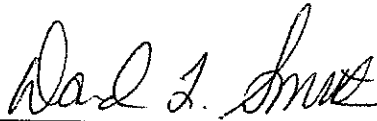
The following terms and conditions apply to the easement:

1. *Character of Easement.* The easement is appurtenant to and runs with the Dominant Estate Property and all portions of it, whether or not the easement is referenced in any conveyance of the Dominant Estate Property or any portion of it. The easement binds and inures to the benefit of Grantor and Grantee and their respective heirs, successors, and assigns.
2. *Duration of Easement.* The easement is perpetual.
3. *Exclusiveness of Easement.* The easement is nonexclusive, and Grantor reserves for Grantor and Grantor's heirs, successors, and assigns the right to convey the easement or other rights or easements to others.
4. *Secondary Easement.* In addition, the holder of the easement has the right to use as much of the surface of the property adjacent to the Easement Property as may be reasonably necessary to construct and maintain a road reasonably suited for the Easement Purpose. However, the holder must promptly restore any adjacent property to its previous physical condition if changed by the use of the rights granted by this secondary easement.
5. *Maintenance.* Improvement and maintenance of the Easement Property will be at the sole expense of the holder of the easement. The holder has the right to eliminate any encroachments into the Easement Property. The holder of the easement will maintain the Easement Property in a neat and clean condition.

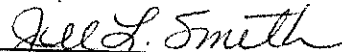
6. *Grantee's Rights.* Grantee and Grantee's heirs, successors, and assigns have the right to use the surface of the Easement Property for all purposes that do not unreasonably interfere with or interrupt the use of the easement.

7. *Indemnity by Easement Holder.* The holder of the easement agrees to indemnify, defend, and hold Grantee and Grantee's successors in interest harmless from any loss, attorney's fees, court and other costs, expenses, or claims attributable to breach or default of any provision of this easement by the holder.

When the context requires, singular nouns and pronouns include the plural.



DAVID L. SMITH

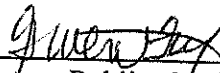


JILL L. SMITH

STATE OF TEXAS)

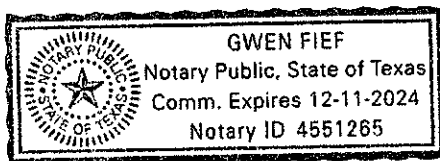
COUNTY OF BRAZORIA)

This instrument was acknowledged before me on December 9, 2021, by
DAVID L. SMITH and JILL L. SMITH.



Notary Public, State of Texas

My commission expires: _____



AFTER RECORDING RETURN TO:

Angleton RV Park LLC
PO Box 1754
Sugar Land, TX 77487

EXHIBIT "A"

Order No.: ATCH21113633

TRACT I: FEE

FIELD NOTES OF A 7.995 ACRE TRACT OUT OF A 12.94 ACRE TRACT OUT OF TRACTS 61 AND 62 OF THE NEW YORK AND TEXAS LAND COMPANY SUBDIVISION OF THE J. DE J. VALDERAS SURVEY, ABSTRACT 380, BRAZORIA COUNTY, TEXAS; SAID 7.995 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod found in the Northeast right-of-way line of County Road 44; said rod marking the South corner of a 2.00 acre tract known as Tract 61B-1 and described in a deed recorded in Volume 1606, Page 52 of the Deed Records of Brazoria County, Texas; said rod also marking the most westerly Northwest corner of said 12.94 acre tract;

THENCE: North 54° 41' 01" East 435.60 feet, along the Southeast line of said 2.00 acre tract, to a 1/2" iron rod set for corner at the East corner of said 2.00 acre tract;

THENCE: North 44° 02' 51" West 199.76 feet, along the Northeast line of said 2.00 acre tract, to a 1/2" iron rod found for corner at the North corner of said 2.00 acre and the most northerly Northwest corner of said 12.94 acre tract;

THENCE: North 54° 41' 01" East (Reference Bearing) 475.14 feet, along the Northwest line of said 12.94 acre tract, to a 5/8" iron rod found for angle point;

THENCE: South 89° 32' 55" East 99.50 feet, along the North line of said 12.94 acre tract, to a 1/2" iron rod set for corner in the West right-of-way line of a 60 foot road platted road;

THENCE: South 0° 19' 27" West 629.26 feet, along the West line of said 60 foot platted road, to a 1/2" iron rod found for corner in the South line of said 12.94 acre tract;

THENCE: South 84° 15' 51" West 53.18 feet, along the South line of said 12.94 acre tract, to a 1/2" iron rod found for angle point;

THENCE: South 52° 44' 46" West 492.89 feet, along the South line of said 12.94 acre tract, to a 1/2" iron rod set for corner in the Northeast right-of-way line of County Road 44 at the South corner of said 12.94 acre tract;

THENCE: North 44° 02' 26" West 366.77 feet, along the Northeast right-of-way line of County Road 44, to the PLACE OF BEGINNING. Said tract therein containing 7.995 acres of land, more or less.

TRACT II: FEE

FIELD NOTES OF A 2.00 ACRE TRACT OUT OF TRACT 61 OF THE NEW YORK AND TEXAS LAND COMPANY SUBDIVISION OF THE J. DE J. VALDERAS SURVEY, ABSTRACT 380, BRAZORIA COUNTY, TEXAS; SAID 2.00 ACRES BEING THAT SAME TRACT DESCRIBED IN A DEED RECORDED IN VOLUME 1606, PAGE 52 OF THE DEED RECORDS OF BRAZORIA COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron pipe found in the Northeast right-of-way line of County Road 44, (Anchor Road), said pipe marking the South corner of a tract described in a deed recorded in File 2009-052471 of the Official Records of Brazoria County, Texas;

EXHIBIT "A"

(continued)

THENCE; North 54°41'01" East, (Reference Bearing) 435.60 feet, along the Southeast line of said tract described in a deed recorded in File 2009-052471 of the Official Records of Brazoria County, Texas; to a 1/2" iron rod found for corner at the Northwest corner of a 7.995 acre tract out of a 12.94 acre tract out of Tracts 61 and 62;

THENCE; South 44°02'51" East 199.76 feet, along an interior line of said 7.995 acre tract, to a 1/2" iron rod set for corner;

THENCE; South 54°41'01" West 435.60 feet, along an interior line of said 7.995 acre tract, to a 1/2" iron rod found for corner in the Northeast right-of-way line of County Road 44 at the West corner of said 7.995 acre tract;

THENCE; North 44°02'51" West 199.76 feet, along the Northeast right-of-way line of County Road 44, to the PLACE OF BEGINNING. Said tract containing 2.00 acres of land, more or less.

TRACT III: EASEMENT ESTATE

FIELD NOTES OF A 0.593 ACRE TRACT OUT OF A 2.00 ACRE TRACT OUT OF TRACT 61 OF THE NEW YORK AND TEXAS LAND COMPANY SUBDIVISION OF THE J. DE J. VALDERAS SURVEY, ABSTRACT 380, BRAZORIA COUNTY, TEXAS; SAID 2.00 ACRE TRACT IS KNOWN AS TRACT 61B-1 AND IS DESCRIBED IN A DEED RECORDED IN VOLUME 1606, PAGE 52 OF THE DEED RECORDS OF BRAZORIA COUNTY, TEXAS; AND SAID 0.593 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod found in the Northeast right-of-way line of County Road 44; said rod marking the West corner of said 2.00 acre tract known as Tract 61B-1 and described in a deed recorded in Volume 1606, Page 52 of the Deed Records of Brazoria County, Texas; said rod also marking the most westerly Northwest corner of said 12.94 acre tract;

THENCE: North 54°41'01" East (Reference Bearing) 435.60 feet, along the Northwest line of said 2.00 acre tract, to a 1/2" iron rod found for corner at the North corner of said 2.00 acre tract;

THENCE: South 44°02'51" East 60.00 feet, along the Northeast line of said 2.00 acre tract, to a 1/2" iron rod set for corner;

THENCE: South 54°41'01" West 435.60 feet to a 1/2" iron rod set for corner in the Northeast right-of-way line of County Road 44;

THENCE: North 44°02'51" West 60.00 feet, along the Northeast right-of-way line of County Road 44, to the Place of Beginning; said tract containing 0.593 acres of land, more or less.

NOTE: This Company does not represent that the above acreage or square footage calculations are correct.

FILED and RECORDED

Instrument Number: 2021081594

Filing and Recording Date: 12/13/2021 01:32:25 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 OFFICIAL PUBLIC RECORDS of Brazoria County, Texas.



A handwritten signature in black ink, appearing to read "Joyce Hudman".

Joyce Hudman, County Clerk
Brazoria 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 - Warning, this document is part of the Official Public Record.

cclerk-cynthia