

**** Electronically Filed Document ****

Denton County
Cynthia Mitchell
County Clerk

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Parties:

Direct- INDIAN CREEK HOME OWNERS ASSO
Indirect-

Receipt Number: 847232
Processed By: Patsy Sallee

***** THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.



THE STATE OF TEXAS)
COUNTY OF DENTON)

I hereby certify that this instrument was FILED in the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Denton County, Texas.

C Mitchell

County Clerk
Denton County, Texas

AGREEMENT

1. Permitted Easement. The Grantor has and does hereby grant and convey to Grantee the Easement over, under, through and across the Easement Area. The Grantor does hereby agree that the Grantee is hereby granted and may exercise the right of ingress and egress in, to, over, under, through and across the Easement Area for any purpose needful to the Easement. The Parties affected by the Easement Area as agreed to hereby shall have the right to convey similar rights and Easements to such other persons as the Grantor or Grantee may deem proper; provided, however, that any subsequent grant shall not interfere with the rights created hereunder.

2. Use. The Easement granted in this Agreement shall benefit the Grantee and its respective affiliates, successors, assigns, and their respective affiliates, partners, directors, officers, members, principals, beneficiaries, employees, agents, representatives, contractors, and attorneys, past and present, invitees, licensees, tenants, lessees, customers, and visitors (hereinafter "*Grantee Parties*") and the Grantee Parties hereby reserve the full, free, uninterrupted and nonexclusive liberty, right, and privilege to use the Easement Area granted in this Agreement.

3. Maintenance. Grantee shall repair and maintain the Improvements found on the Easement Area and will further hold the Grantor harmless from and against liability brought and recoverable against, suffered or incurred as a direct result of or in connection with the Improvements, and not caused by or directly related to the actions or negligence of the Grantor. Should Grantor or any of its respective affiliates, successors, assigns, and their respective affiliates, successors, assigns, and their respective affiliates, partners, directors, officers, members, principals, beneficiaries, employees, agents, representatives, contractors, and attorneys, past and present, invitees, licensees, tenants, lessees, customers, and visitors (collectively, the "*Grantor Parties*") enter upon the Easement Area for the purpose of maintaining, constructing or repairing the Easement Area, and as a result of the Grantor or Grantor Parties' negligence, misconduct, errors or any other direct actions caused thereby, cause or produce damage to the Improvements and/or Grantee's Property, Grantor shall promptly repair the Improvements or Grantee's Property to a condition equal to or better than the condition that existed prior to such damage. Moreover, the Grantor shall remain the fee owner of the Easement Area and reserves the right to relocate and redefine such Easement Area to facilitate the repair, and construction of improvements reasonably necessary on all or a portion of such Easement Area, and in that regard the Grantee recognizes that the Easement Area which now exists or which may hereafter exist may be relocated and redefined, at Grantee's sole expense, to another portion of the Grantor's Property; provided, however, that no relocation or redefinition of the Easement Area shall be made in such a manner as to obstruct the light necessary to illuminate the area of the Grantee's Property intended to benefit from the Easement. Furthermore, no barrier which prevents such light to Grantee's Property shall be constructed, maintained or permitted to exist.

4. Enclosure of Dumpster. Grantee shall, promptly after entering into this Agreement, build at its own cost and expense, a twelve by twelve foot enclosure, consisting of a board upon board stained gaited fence, surrounding the dumpster at the location as indicated on Exhibit C attached hereto and made a part hereof, with no obligation to repair or maintain the

same after the initial construction thereof. Grantee Parties are hereby granted access on and to the Grantor Property for the purpose of constructing such enclosure.

5. Encumbrances. This Agreement and the Easement granted and created herein are made and accepted by the Parties hereto subject to all valid and subsisting encumbrances, conditions, covenants, restrictions, reservations, exceptions, rights-of-way and easements presently of record or visible on the ground that a true and correct survey would disclose, affecting the Easement Area, including any laws applicable thereto.

6. Enforcement. Enforcement of this Agreement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any provisions hereof, either to restrain or prevent such violation or proposed violation by an injunction, either prohibitive or mandatory, or to obtain any other relief authorized by law. In addition to any other remedies and rights provided herein or at law or in equity, in the event of any violation or attempted or threatened violation by any of the Parties under this Agreement, any other owner shall be entitled to injunctive relief mandating compliance and may obtain a decree specifically enforcing the performance of such obligation. The Parties do hereby acknowledge and stipulate the inadequacy of legal remedies and the irreparable harm which would be caused by any such breach.

7. Duration; Covenants Running With Land. The duration of this Agreement is perpetual and irrevocable. The Easement, covenants, obligations and restrictions contained in this Agreement shall run with the land, it being the intention of the Parties hereto that the Grantor's Property be encumbered with the Easements, covenants, obligations and restrictions set out in this Agreement insofar as they are applicable to the Easement Area.

8. Validity and Governing Law; Cumulative Remedies. The invalidity or unenforceability or any one or more of the provisions set forth herein or any part or parts of any such provisions in any instance or as applied to any particular situation shall in no way affect or invalidate any other provision or other parts of such provisions or the application thereof to other circumstances, but, to the contrary, all provisions herein contained shall remain in force and effect to the full extent and to all circumstances which may be legally enforceable. This Agreement shall be governed, construed and interpreted according to the laws of the State of Texas without giving effect to its conflicts of laws provisions. All rights and remedies set forth in this Agreement are cumulative and shall be deemed to be in addition to any and all other rights and remedies which may exist at law or in equity.

9. Waiver; Modification. No failure of any of the Parties or any of their related entities to exercise any power given hereunder, or to insist upon strict compliance by any other party to its obligations hereunder, and no custom or practice of the Parties in variance with the terms hereof shall constitute a waiver of a party's right to demand full compliance with the terms hereof. This Agreement may not be amended or modified except upon the written consent of both Parties.

10. Successors and Assigns. Any person or entity acquiring fee or leasehold title to any portion of the Easement Area thereof shall be bound by this Agreement. Such person or entity shall be bound by this Agreement only during the period such person or entity is the fee or

leasehold owner of such portion of the Easement Area, except as to obligations, liabilities, or responsibilities that accrue during this period. Except as to a successor owner of all or any portion of the Easement Area expressly benefited hereby, neither party's rights under this Agreement may be assigned or transferred.

11. Multiple 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 shall be construed together and shall constitute one and the same instrument.

TO HAVE AND TO HOLD unto Grantee, its successors and assigns, so long as the right and easement herein granted, or any one of them shall be used by, or useful to, Grantee for the purpose herein granted, with ingress to and egress from the premises for the purpose of inspecting, monitoring, maintaining, repairing, renewing, substituting, replacing, removing and improving the property of Grantee as further herein described; and the undersigned hereby bind themselves, their heirs, executors and administrators (and successors and assigns) to warrant and forever defend all and singular said premises unto the Grantee, its successors and assigns, against every person whomever lawfully claiming or to claim the same or any part thereof.

[Remainder of Page Intentionally Blank; Signature Pages Follow]

EXECUTED as of the date first above written.

GRANTOR:

INDIAN CREEK HOME OWNERS ASSOCIATION

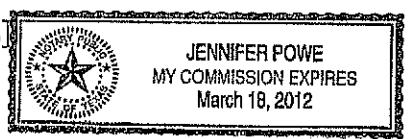
By: Francis Schmaeling
Name: FRANCIS SCHMAELING
Title: President

STATE OF TEXAS §
COUNTY OF Denton §

BEFORE ME, the undersigned authority, on this day personally appeared Francis Schmaeling, known to me to be the person whose name is subscribed to the foregoing instrument, and he/she acknowledged to me that he/she executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 19th day of November, 2010 2010.

[SEAL]



Jennifer Powe
Notary Public in and for
the State of Texas

Jennifer Powe
Print name of Notary

My Commission Expires: 3-18-2012

GRANTEE:

MOON GOLF PROPERTIES, LTD.,
a Texas limited partnership

By: *Daniel Moon*
Name: Daniel Moon
Title: VP

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared Daniel Moon, known to me to be the person whose name is subscribed to the foregoing instrument, and he/she acknowledged to me that he/she executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 22nd day of NOVEMBER, 2009.

[SEAL]



Karen A Ferguson
Notary Public in and for
the State of TEXAS

KAREN A. FERGUSON
Print name of Notary

My Commission Expires: 12/23/2012

EXHIBIT "A"

Grantor's Property

EXHIBIT "A"

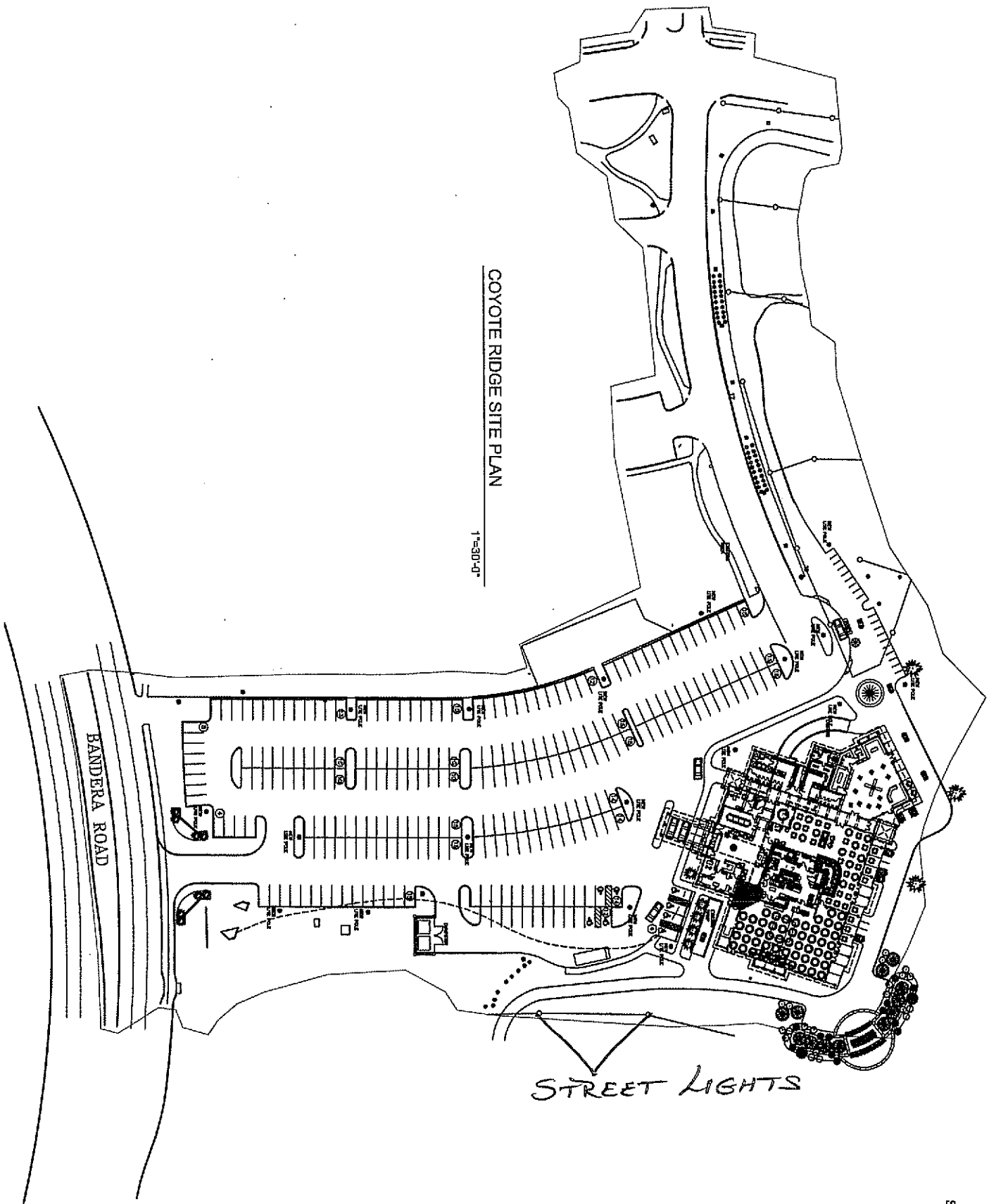
TRACT 1:

Lot 1, Block 8, in the Plat of HIGHLAND RIDGE ESTATES, PHASE I, an Addition to the City of Carrollton, Denton County, according to the Plat thereof recorded in Cabinet L, Page 133, of the Plat Records of Denton, County, Texas.

EXHIBIT "B"

Easement Area

(See Attached.)



SVJ+
 S. VIC JONES
 and ASSOCIATES
 ARCHITECTS
 AND INTERIORS
 14641 Preston Drive
 Dallas, Texas 75244
 Phone (214) 298-7188
 Fax (214) 298-7189

COYOTE RIDGE
GOLF CLUB
 1680 BANDERA DRIVE
 CARROLLTON, TEXAS 75010

SITE PLAN
 SCALE: 1"=30'-0"

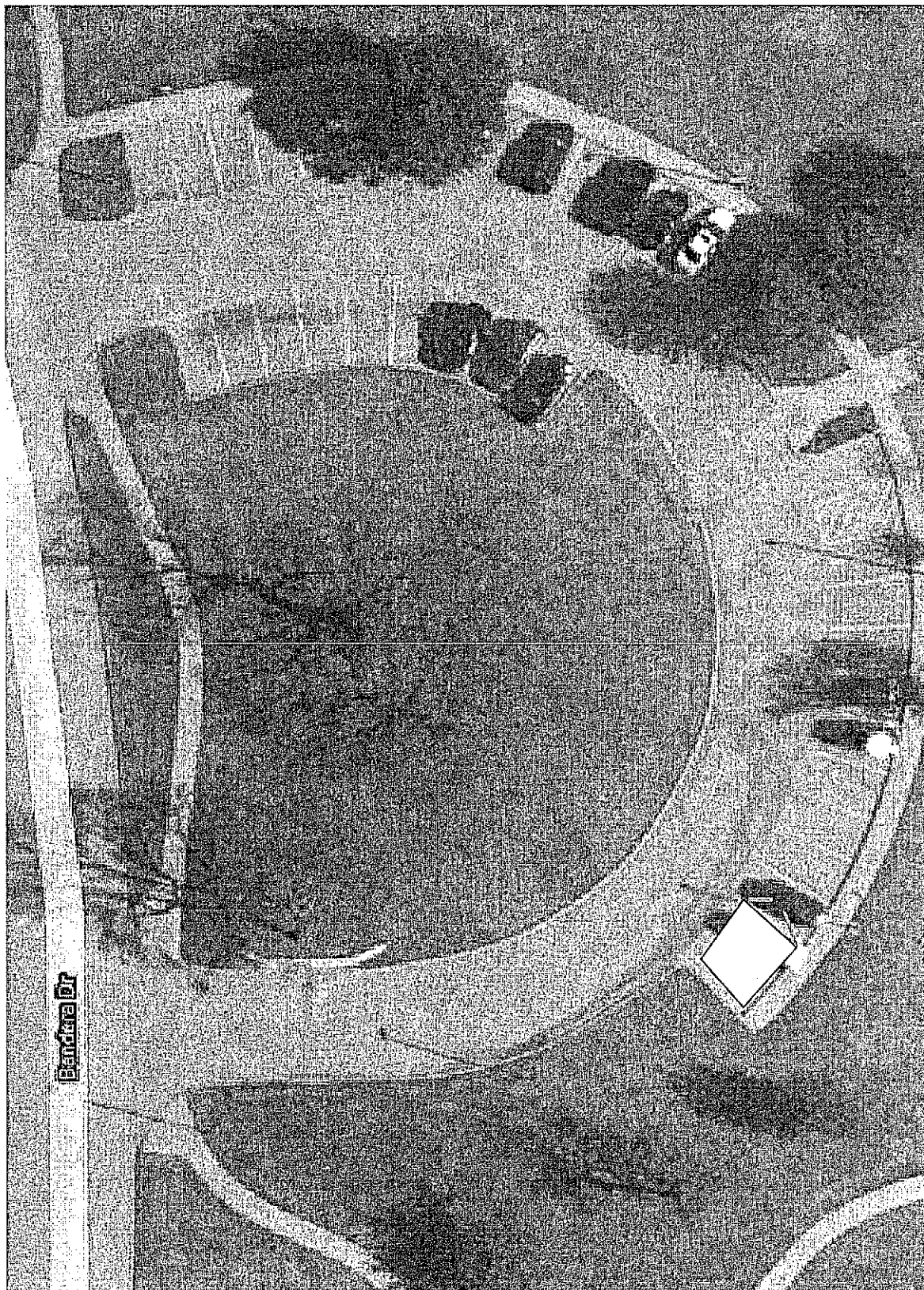
DATE: 01/11/01	BY: SVJ
PROJECT: COYOTE RIDGE GOLF CLUB	PROJECT NO: 01-01
CLIENT: S. VIC JONES AND ASSOCIATES	CLIENT NO: 01-01
LOCATION: CARROLLTON, TEXAS	LOCATION NO: 01-01
DATE: 01/11/01	BY: SVJ
PROJECT: COYOTE RIDGE GOLF CLUB	PROJECT NO: 01-01
CLIENT: S. VIC JONES AND ASSOCIATES	CLIENT NO: 01-01
LOCATION: CARROLLTON, TEXAS	LOCATION NO: 01-01

C1.01

EXHIBIT "C"

Dumpster Enclosure Area

(See Attached.)



Barbara Dr