

AFTER RECORDING, RETURN TO:

Van Buren Estates Homeowners Association, Inc.  
103 E. Virginia Street, Suite 201  
McKinney, TX 75069

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER**

**HOMEOWNERS ASSOCIATION IMPROVEMENTS AND ACCESS EASEMENT**

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF COLLIN

That ***VAN BUREN ESTATES, LLC***, a Texas limited liability company, ("Grantor") for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to Grantor in hand paid by ***VAN BUREN ESTATES HOMEOWNERS ASSOCIATION, INC.***, a Texas nonprofit corporation, ("Grantee") the receipt and sufficiency of which are hereby acknowledged, does hereby GIVE, GRANT, and CONVEY unto Grantee the easement and right to construct, reconstruct, operate, repair, enlarge, re-build, replace, relocate, alter, remove and perpetually maintain homeowners association improvements, including but not limited to, cluster mailboxes, monument signs, lighting, landscaping and/or irrigation systems (collectively, "Improvements") together with all incidental improvements, and all necessary laterals, over, across, in, on, under and through the following described property:

Lots 2, 18, 31, 41, 50, 63 and 76 Block A, VAN BUREN ESTATES, an Addition in Collin County, Texas, according to the Map or Plat recorded in Volume 2018, Page, 370, and Lot 91, Block A, VAN BUREN ESTATES, Phase II, an Addition in Collin County, Texas, according to the Map or Plat recorded in Volume 2018, Page, 662, Map Records of Collin County, Texas, as more particularly described in and depicted on ***Exhibits "A-1" through "A-8"***, attached hereto and made a part hereof (individually and collectively referred to herein as the "Easement Property"),

together with the easement and right of ingress and egress for Grantee, its officers, members and authorized agents, and authorized employees of the United States Postal Service and/or any other employee of delivery services solicited by a member of Grantee. The Easement Property as described herein shall have the same meaning and purposes ascribed to "Common Properties" as set forth in the Declaration of Covenants, Conditions and Restrictions, recorded in Document Nos. 20181120001433780 and 20190124000072280, Real Property Records, Collin County, Texas, as hereafter amended from time to time, (the "Declaration") and Grantee shall be responsible for the Improvements and Easement Property to the same extent as the Common Properties as described in the Declaration.

The Grantee herein, its successors and assigns, shall have, and it is hereby granted, the right of ingress and egress over that portion of the servient estate as is reasonably necessary to and for the limited purpose of accessing the Easement Property herein granted.

Grantor, its successors and assigns, reserves the right to continue to use and enjoy the surface of the Easement Property PROVIDED that: (a) Grantor's use of the Easement Property does not unreasonably interfere with or prevent the continuous and uninterrupted use of the Easement Property by Grantee for the purposes for which the easement is granted; and (b) Grantor shall not install, place or construct any permanent structures or improvements within the Easement Property; and (c) Grantor shall not place any trees within the Easement Property.

Notwithstanding anything to the contrary herein, Grantor will not be responsible for the maintenance and operation of the Improvements and Easement Property or for any damage to private property or person that results from conditions in or on the Easement Property. Grantee will, at all times after doing any work in connection with the construction, operation or repair of the Improvements, restore the surface of the Easement Property as close to the condition in which it was found before such work was undertaken as is reasonably practicable.

The easement rights and privileges granted herein are non-exclusive, but Grantor covenants that Grantor will not convey any other easement or conflicting rights within the area covered by this grant which unreasonably interfere with Grantee's rights granted herein and provided all such other grants comply with all applicable local, state and federal laws, ordinances, rules, regulations and/or requirements.

This conveyance is made by Grantor and accepted by Grantee subject to any and all existing easements, covenants, rights of way, conditions, restrictions, outstanding mineral interests and royalty interests, if any, relating to the Easement Property, to the extent, and only to the extent, that the same may be in force and effect, and either shown of record in the office of the County Clerk of the County in which any part of the Easement Property is located; or that may be apparent on the Easement Property.

No rights or privileges are granted hereby except as expressly set forth herein.

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 either statutory, expressed or implied save and except only such agreements, representations, or warranties as are expressly set forth in this agreement and all other and further warranties are specifically waived.

TO HAVE AND TO HOLD the Easement Property unto the Grantee for the purposes herein set forth, Grantor hereby binds itself and Grantor's heirs, executors, administrators, successors and assigns to warrant and forever defend the easement and rights granted herein unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or attempting to claim the same or any part thereof, by, through and under Grantor, but not otherwise.

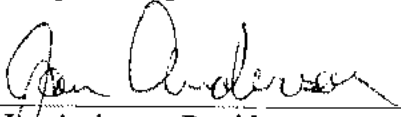
This instrument shall be binding on, and inure to the benefit of, Grantee and Grantor and their respective successors or assigns.

EXECUTED AND EFFECTIVE this 30<sup>th</sup> day of January, 2019.

**GRANTOR:**  
**VAN BUREN ESTATES, LLC,**  
a Texas limited liability company

By:   
Jon Anderson, Managing Member

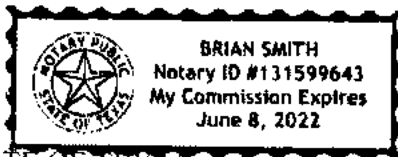
**AGREED AND ACCEPTED:**  
**VAN BUREN ESTATES HOMEOWNERS ASSOCIATION, INC.,**  
a Texas nonprofit corporation

By:   
Jon Anderson, President

STATE OF TEXAS

COUNTY OF COLLIN

This instrument was acknowledged on this the 30<sup>th</sup> day of January, 2019, by Jon Anderson, as Managing Manager of **VAN BUREN ESTATES, LLC**, a Texas limited liability company, on behalf of said entity.

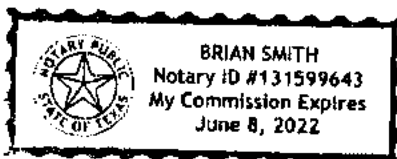



  
Notary Public, State of Texas

STATE OF TEXAS

COUNTY OF COLLIN

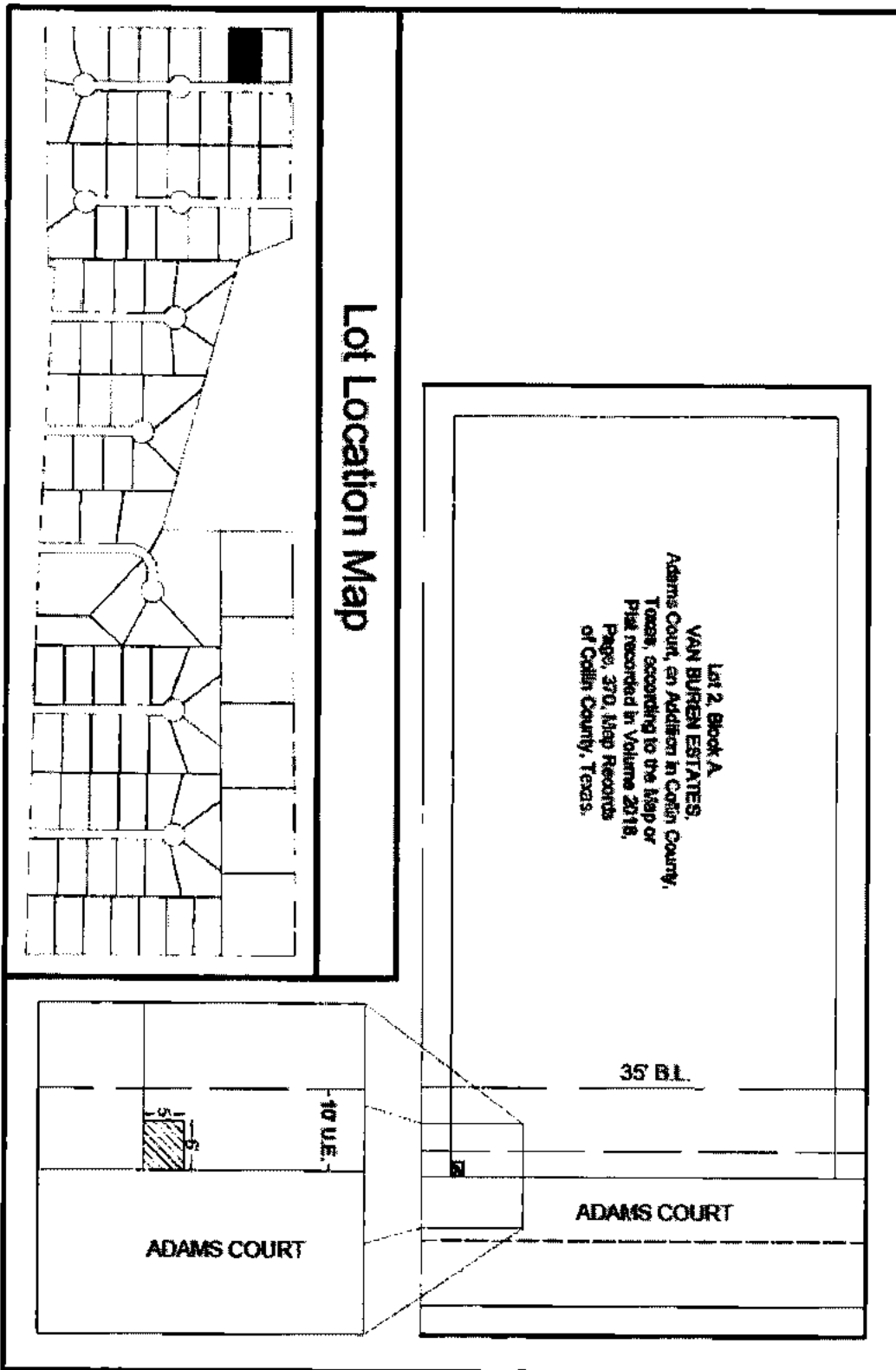
This instrument was acknowledged on this the 30<sup>th</sup> day of January, 2019, by Jon Anderson, as President of **VAN BUREN ESTATES HOMEOWNERS ASSOCIATION, INC.**, a Texas nonprofit corporation, on behalf of said entity.



  
Notary Public, State of Texas

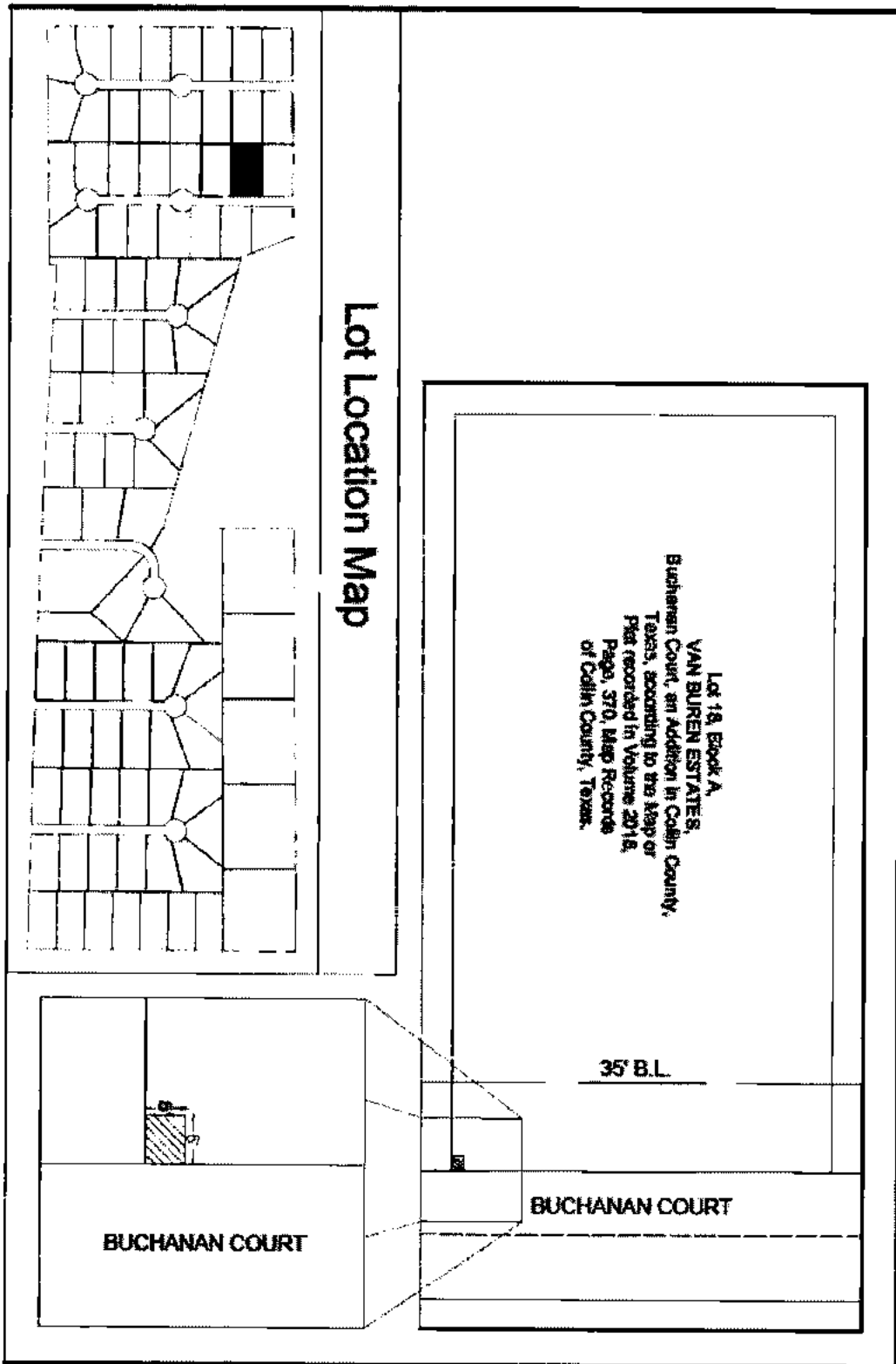
# EXHIBIT "A-1"

LOCATION OF HOA IMPROVEMENTS



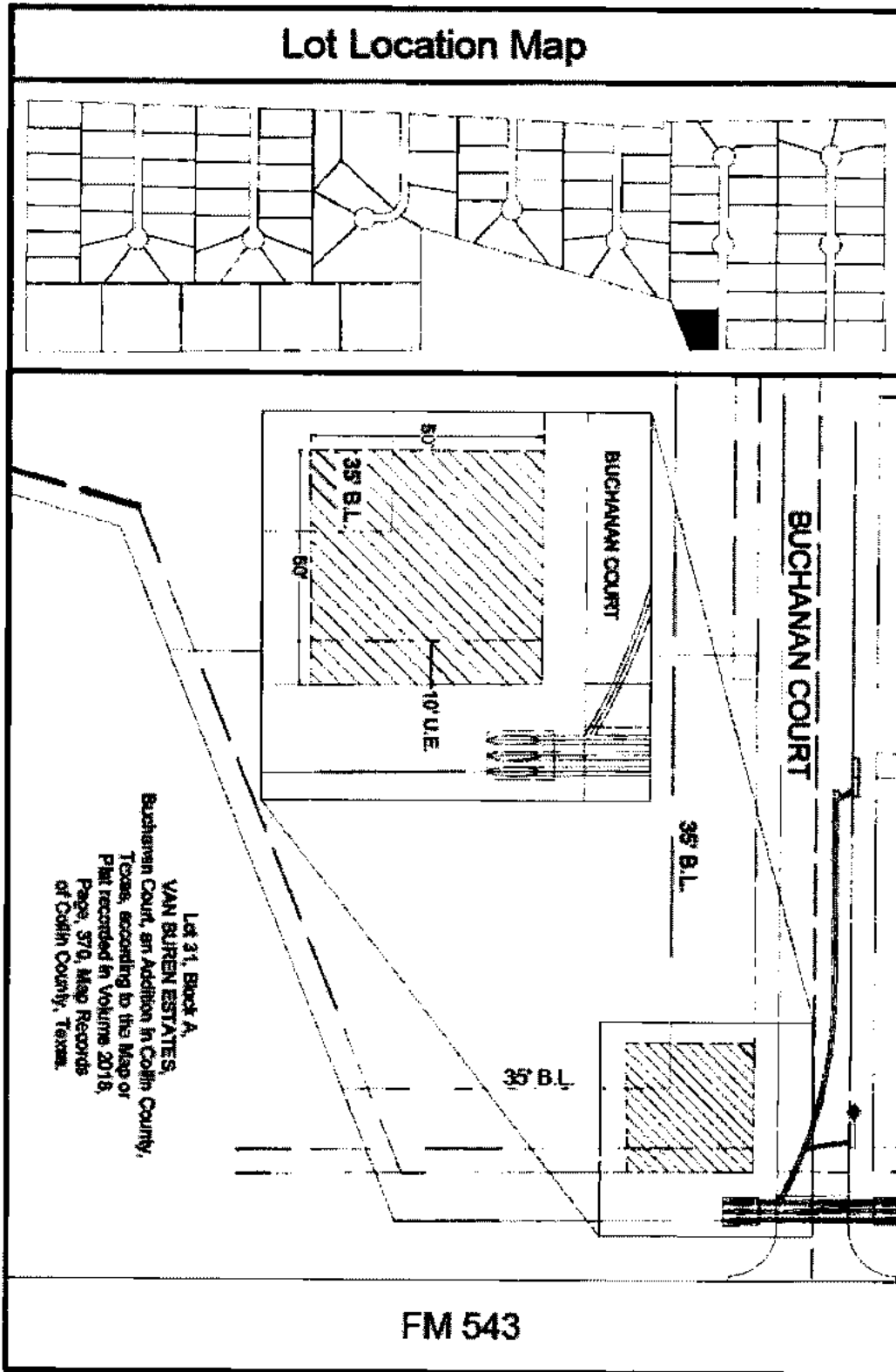
# EXHIBIT "A-2"

LOCATION OF HOA IMPROVEMENTS



# EXHIBIT "A-3"

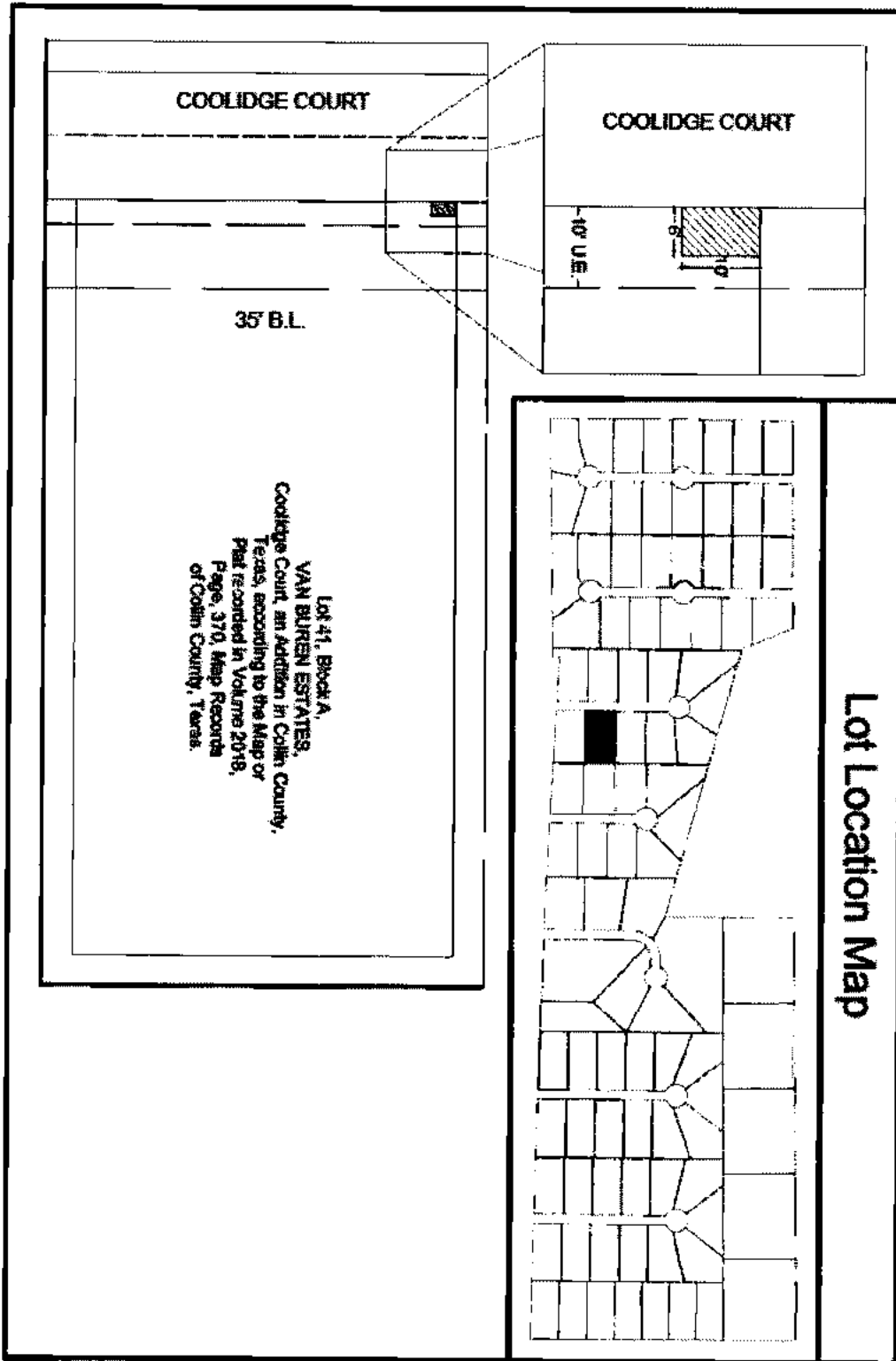
LOCATION OF HOA IMPROVEMENTS



# EXHIBIT "A-4"

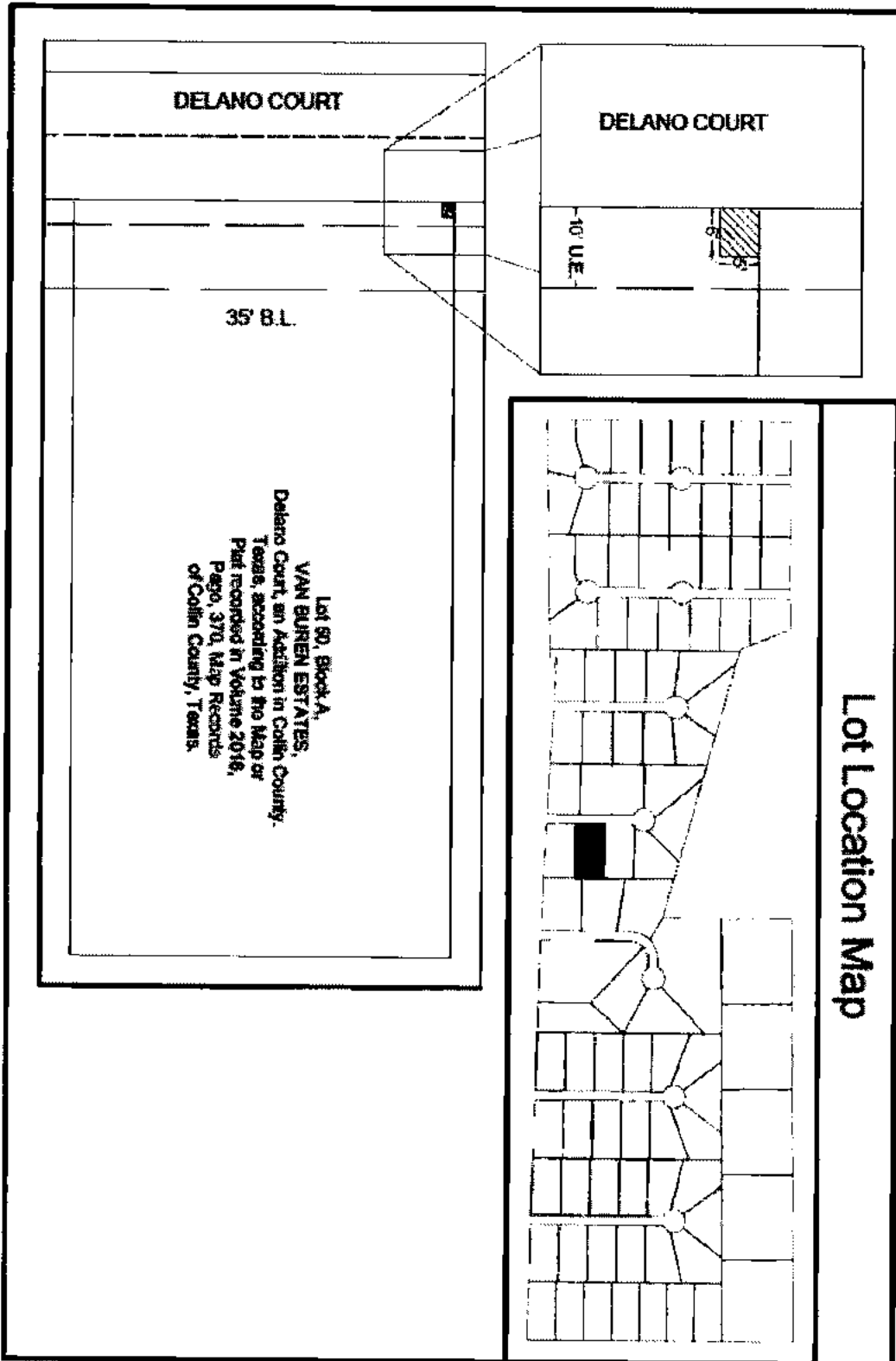
LOCATION OF HOA IMPROVEMENTS

## Lot Location Map



# EXHIBIT "A-5"

LOCATION OF HOA IMPROVEMENTS

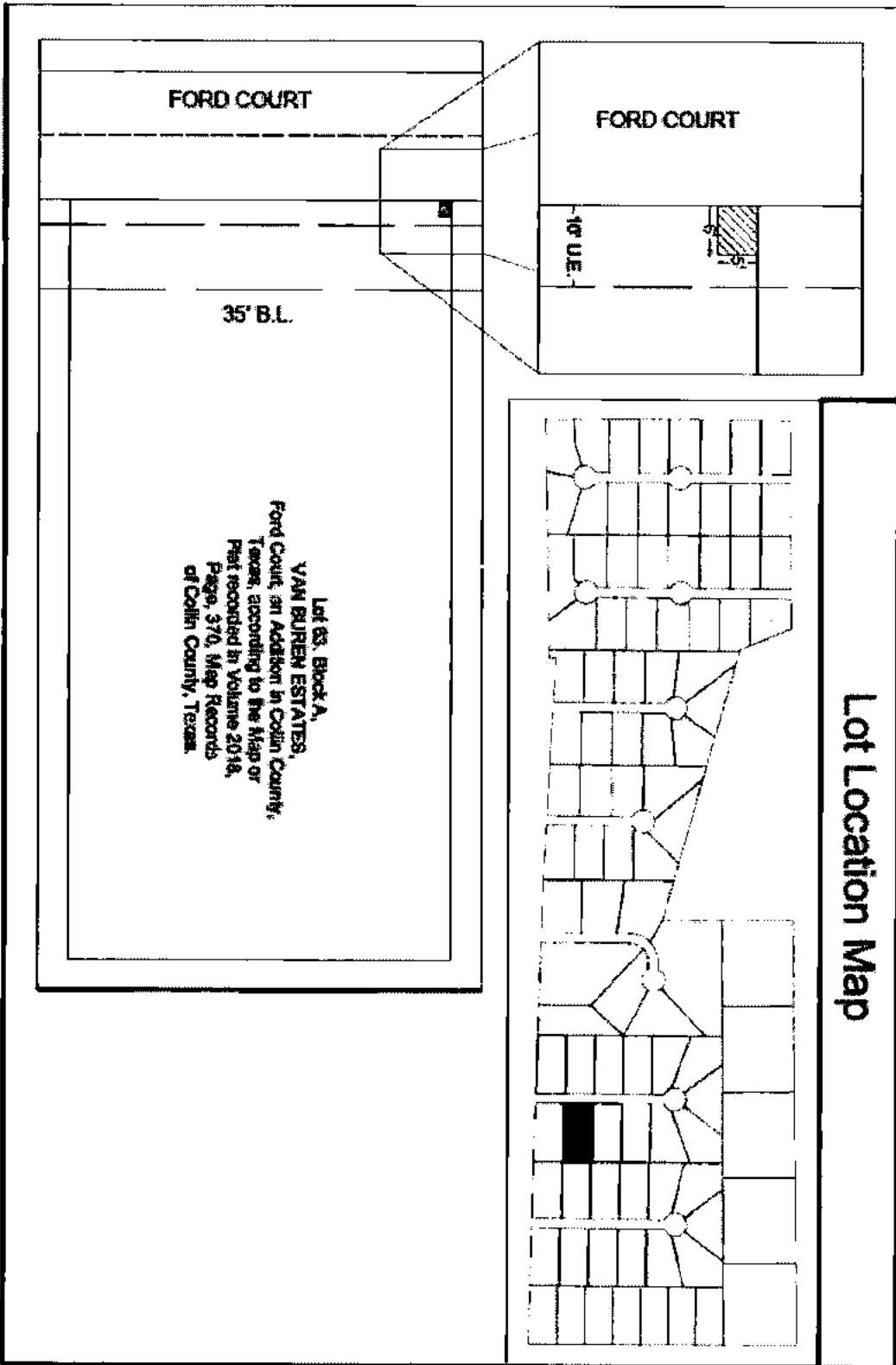




# EXHIBIT "A-6"

LOCATION OF HOA IMPROVEMENTS

## Lot Location Map



FORD COURT

FORD COURT

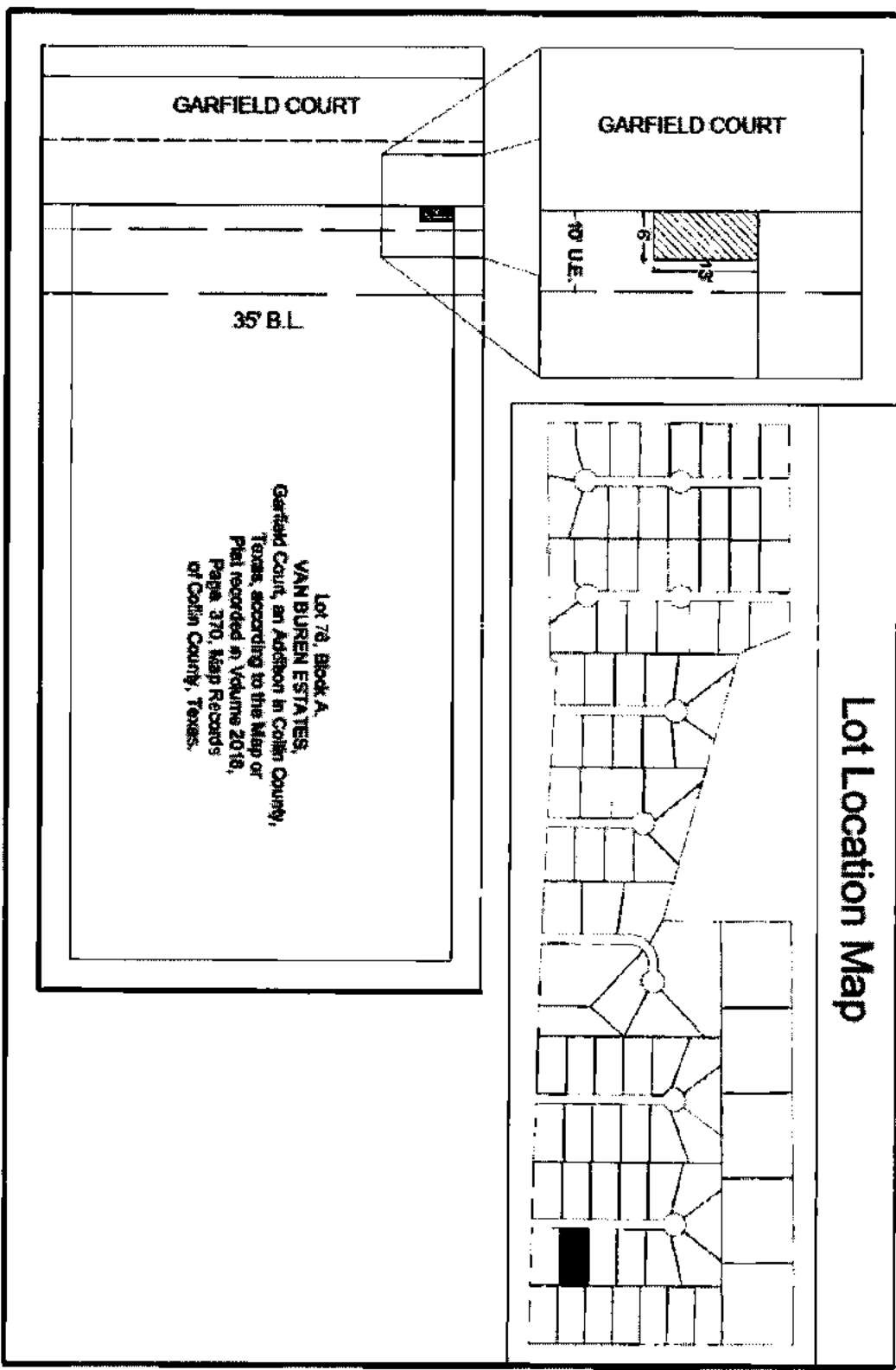
10' U.E.

35' B.L.

Lot 63, Block A,  
VAN BUREN ESTATES,  
Ford Court, an Addition in Collin County,  
Texas, according to the Map or  
Plan recorded in Volume 2018,  
Page, 370, Map Records  
of Collin County, Texas.

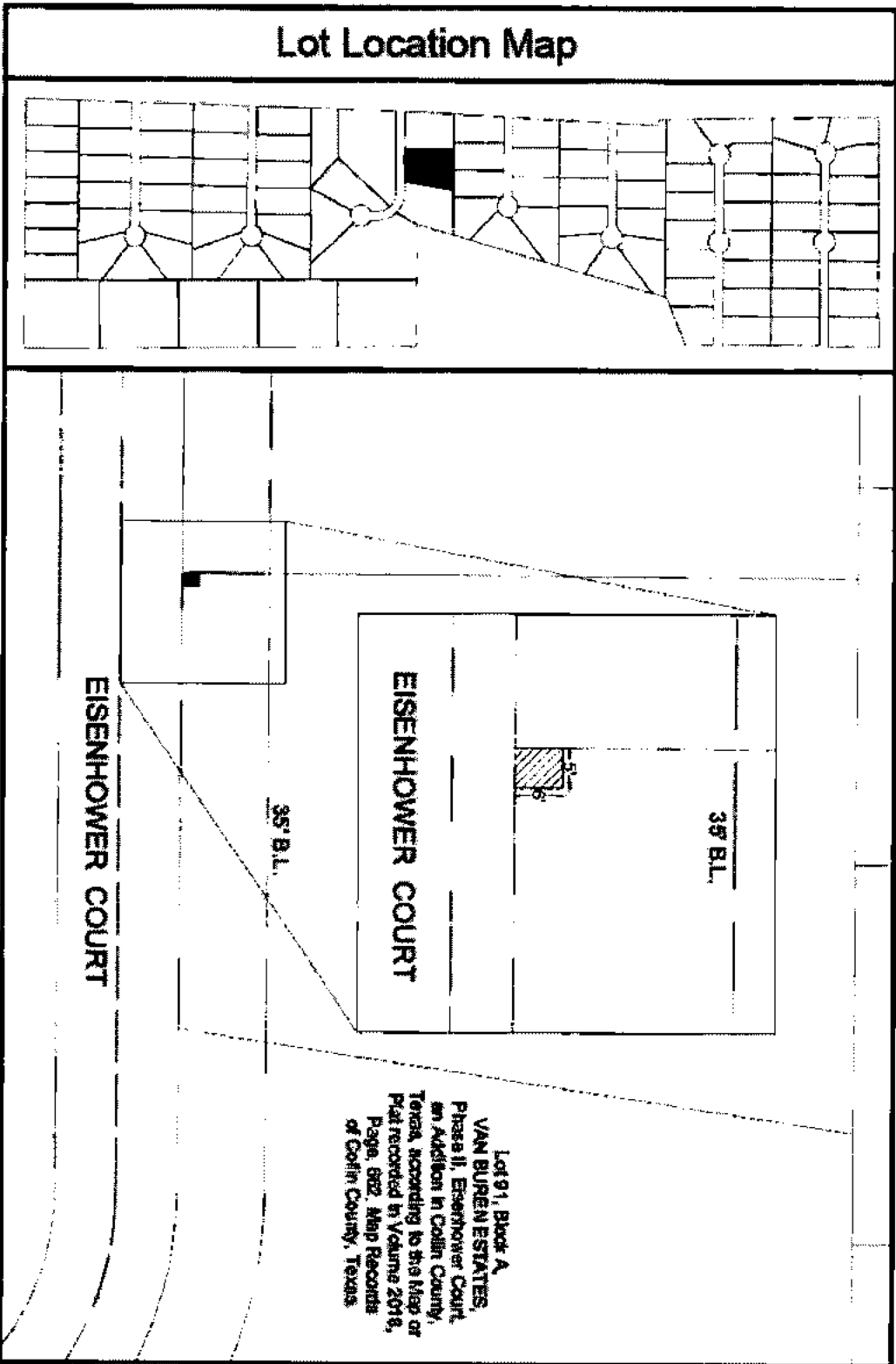
# EXHIBIT "A-7"

LOCATION OF HOA IMPROVEMENTS



# EXHIBIT "A-8"

LOCATION OF HOA IMPROVEMENTS





Filed and Recorded  
Official Public Records  
Stacey Kemp, County Clerk  
Collin County, TEXAS  
01/31/2019 12:53:30 PM  
\$70.00 SCAPELA  
20190131000102550

*Stacey Kemp*