

ASSIGNMENT, GRANT, AND CONVEYANCE
OF
EASEMENTS
ON AND ACROSS
LOTS 4, 5, 12, 13, 20, AND 21
MESSINA HOF ESTATES

This Assignment, Grant, and Conveyance of Easements On and Across Lots 4, 5, 12, 13, 20, and 21, Messina Hof Estates (“the Property”) is hereby assigned, granted, conveyed and declared by BONSCOTT-MERKA PROPERTIES, LLC, a Texas limited liability company (“Declarant”).

FACTS

1. Declarant is the (i) Declarant of that certain Declaration of Protective Covenants for Messina Hof Estates, recorded in Volume 13538, Page 62; as amended, superseded, and restated in Volume 15109, Page 183; as further amended in Volume 17145, Page 74, all of the Official Records of Brazos County, Texas (collectively, the “Declaration”); and (ii) holder of those certain landscaping easements (the “Easements”) identified on that certain Amending Plat of Messina Hof Estates recorded in Volume 13445, Page 294, of the Official Records of Brazos County, Texas (the “Plat”).

2. Declarant intends to assign, grant, and convey the Easements to Vineyard Estates Homeowners Association, a Texas nonprofit corporation (the “Association”), which easements shall be governed by the Declaration and the terms hereof.

NOW, THEREFORE, the foregoing premises considered, Declarant hereby declares as follows:

ARTICLE I. Grant and Conveyance of Easements

1.1 Grant of Easements. Declarant hereby declares, assigns, grants, and conveys for the benefit of Association, and its successors in title, for the limited purposes and uses set forth herein, the Easements, for the purpose of the right and privilege of installing a sign or signs promoting and identifying the subdivision and landscaping the area around the sign or signs and within the Easements, together with reasonable ingress and egress necessary for construction and maintenance thereof, all in the Association’s sole discretion and at its expense. For the avoidance of doubt, the Easements assigned, granted, and conveyed herein are the landscaping easements which were created for Declarant on the Plat.

1.2 Usage and Duration of Easement. The Easements shall be perpetual.

1.3 No Obstructions; Compliance with Laws. The Association will be entitled to exercise direct access within the Easements, without unreasonable interference from the owners of the Property. In using the Easements, the Association shall comply with all applicable laws, codes, ordinances and governmental regulations.

1.4 Exclusiveness of Easements. The Easements are exclusive for the Association's sole use.

ARTICLE II. Construction, Maintenance, and Repair

The Association may construct, reconstruct, maintain or repair any and all signs or landscaped areas of the Easements as it, in its discretion, may deem appropriate.

ARTICLE III. Modification and Cancellation

The provisions of this Assignment, Grant, and Conveyance may be modified or amended, in whole or in part, or terminated, only upon the execution of a written declaration by the Association, its successors and assigns, and the recordation of such instrument in the Official Records of Brazos County, Texas.

ARTICLE IV. General Provisions

4.1 No Dedication. No provision of this Assignment, Grant, and Conveyance shall ever be construed to grant, dedicate or create any rights whatsoever to the public or give any member of the public any right whatsoever.

4.2 Headings. The headings herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of intent of this Assignment, Grant, and Conveyance nor in any way affect the terms and provisions hereof.

4.3 Rights of Successors. The easements, restrictions, benefits and obligations hereunder shall create benefits and servitudes running with the land. The singular number includes the plural and the masculine gender includes the feminine and neuter.

4.4 Governing Law. The laws of the State of Texas shall govern the interpretation, validity, performance, and enforcement of this Assignment, Grant, and Conveyance.

IN WITNESS WHEREOF, the undersigned has caused this Assignment, Grant, and Conveyance to be signed hereto the day and year above written.

BONSCOTT-MERKA PROPERTIES, LLC, a Texas limited liability company

By: Paul V. Bonarrigo
Paul V. Bonarrigo, Series Member

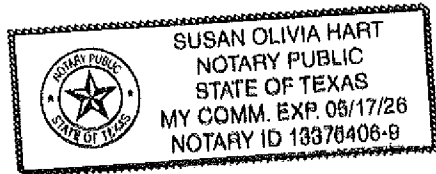
STATE OF TEXAS

COUNTY OF BRAZOS

This instrument was acknowledged before me on the 5th day of October, 2022,
by THOMAS BOWEN, SENIOR MANAGER of BONSCOTT-MERKA
PROPERTIES, LLC, a Texas limited liability company, on behalf of said company and in the
capacity herein stated.



NOTARY PUBLIC, State of Texas



**Brazos County
Karen McQueen
County Clerk**

Instrument Number: 1485966
Volume : 18276
ERecordings - Real Property

Recorded On: October 11, 2022 03:28 PM

Number of Pages: 4

" Examined and Charged as Follows: "

Total Recording: \$38.00

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

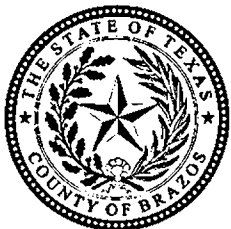
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 1485966
Receipt Number: 20221011000077
Recorded Date/Time: October 11, 2022 03:28 PM
User: Flo W
Station: Flo's Workstation

Record and Return To:

Simplifile
5072 NORTH 300 WEST
PROVO UT 84604



STATE OF TEXAS
COUNTY OF BRAZOS

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 Public Records of Brazos County, Texas.

Karen McQueen
County Clerk
Brazos County, TX