

RECIPROCAL EASEMENT AGREEMENT

THIS RECIPROCAL EASEMENT AGREEMENT (the “Agreement”) is made and entered into to be effective on _____, 2022 (the “Effective Date”), by and between The Islands of Rockport Home Owners’ Association, Inc., a Texas non-profit corporation (the “Association”) and Rockport Island, LP, a Texas limited partnership (“RPI”) (the Association and RPI are herein collectively referred to as “Parties,” and individually as “Party”).

RECITALS

The Association owns and maintains the common areas and certain roads in the development known as The Islands of Rockport, Unit 1 (the “IRP Unit 1 Subdivision”), pursuant to the Declaration of Covenants, Conditions and Restrictions for The Islands of Rockport, recorded October 21, 2013 in the Real Property Records of Aransas County, Texas under Instrument No. 332057, as amended by that First Amendment to Declaration of Covenants, Conditions and Restrictions for the Islands of Rockport, recorded November 30, 2015 in the Real Property Records of Aransas County, Texas under Instrument No. 345237, and as further amended by that Second Amendment to Declaration of Covenants, Conditions and Restrictions for the Islands of Rockport, recorded June 14, 2016 in the Real Property Records of Aransas County, Texas, and as further amended by that Third Amendment to Declaration of Covenants, Conditions and Restrictions for the Islands of Rockport, recorded December 7, 2020 in the Real Property Records of Aransas County, Texas under Instrument No. 379011, and as further amended by that Fourth Amendment to Declaration of Covenants, Conditions and Restrictions for the Islands of Rockport, recorded April 20, 2022 under Instrument No. 390808 (the “Association’s Declarations”), such property depicted and described on Exhibit “A” attached hereto and made a part hereof (the “Association Property”); and

RPI has constructed or will construct those certain roads in that certain adjacent development known as The Islands of Rockport, Unit 2 (the “IRP Unit 2 Subdivision”), such property depicted and described on Exhibit “A” (the “RPI Property”) (the HOA Property and the RPI Property are herein collectively referred to as the “Properties,” and individually as the “Property”); and

The IRP Unit 1 Subdivision and IRP Unit 2 Subdivision are adjacent to each other. In order to maintain continuity and orderly traffic management between the subdivisions, the Association and RPI believe it is in their best interest to use certain roads of each other’s property from time to time; and

The Association and RPI (who are sometimes, along with their respective successors and assigns, as the owner or owners of fee simple title to all or any portion of the Properties, referred to herein collectively as the “owners”) by execution of this Agreement, wish to grant and establish certain reciprocal easements within, over and across certain portions of the Association’s Property and the RPI Property for the mutual and non-exclusive use and benefit of the lot owners from time to time of the IRP Unit 1 Subdivision and the IRP Unit 2 Subdivision.

NOW, THEREFORE, for and in consideration of the premises, easements, covenants, conditions, restrictions, and encumbrances contained herein, the sufficiency of which is hereby acknowledged, the Association and RPI agree as follows:

1. Easements for Access.

A. Access Easement to Association and Unit 1 Lot Owners. RPI hereby establishes, grants and conveys to the Association and the lot owners of the IRP Unit 1 Subdivision (and to all other owners, from time to time, of the Association's Property or any portion thereof and their tenants, employees, contractors, invitees, customers, successors and assigns) a non-exclusive, perpetual easement over, upon and across the common area roadways, curb cuts, sidewalks, driveways, drive aisles and access ways now or hereafter located on the RPI Property (the "RPI Easement Area"), as the same may exist from time to time, for the purpose of vehicular and pedestrian access, ingress and egress (but not parking) to and from the IRP Unit 1 Subdivision and the IRP Unit 2 Subdivision.

B. Access Easement to RPI and Unit 2 Lot Owners. The Association hereby establishes, grants and conveys to RPI and the lot owners of the IRP Unit 2 Subdivision (and to their tenants, employees, contractors, invitees, customers, successors and assigns) a non-exclusive, perpetual easement over, upon and across the common area roadways, curb cuts, sidewalks, driveways, drive aisles and access ways now or hereafter located on the Association's Property (the "Association Easement Area"), as the same may exist from time to time, for the purpose of vehicular and pedestrian access, ingress and egress (but not parking) to and from the IRP Unit 1 Subdivision and the IRP Unit 2 Subdivision; *provided, however,* notwithstanding the foregoing, the Association Easement Area does *not* include for the lot owners of the RPI Property, as well as their tenants, employees, contractors, invitees, customers, successors and assigns, those portions of North Isle Drive and South Isle Drive east of the respective gates as depicted on Exhibit "A". For the avoidance of doubt, the lot owners of the IRP Unit 2 Subdivision, as well as their tenants, employees, contractors, invitees, customers, successors and assigns, will not have access through the gates on North Isle Drive and South Isle Drive.

C. Temporary Access Easement to Unit 2 Spec Home Builders and RPI. The Association hereby establishes, grants, and conveys to Unit 2 spec or custom home builders and to RPI, as well as their employees, contractors, invitees, customers, successors and assigns, a temporary access easement over, upon and across North Isle Drive and South Isle Drive, east of their respective security gates, for the sole and exclusive purpose of allowing: 1) a spec home builder construction-related access to one or more of the 41 "Annexed Lots," as that term is more fully described in the "Annexation Agreement" attached as Exhibit 1 to the Fifth Amendment to the Declaration of Covenants, Conditions and Restrictions for the Islands of Rockport, and 2) RPI marketing-related access to one or more of those same 41 "Annexed Lots" referenced earlier herein. The temporary access easement established, granted, and conveyed hereby shall expire, as same relates to any spec home builder, at the time the Annexed Lot upon which the spec home construction is occurring is sold to the ultimate homeowner, that process being more fully described in Section 2 of the "Annexation Agreement" attached as Exhibit 1 to the Fifth Amendment to

the Declaration of Covenants, Conditions and Restrictions for the Islands of Rockport. The temporary access easement established, granted, and conveyed hereby shall expire, as same relates to RPI, when the last of the Annexed Lots is sold to the ultimate homeowner as referenced earlier herein.

D. Modification of Easement Areas. It is expressly understood and agreed that the non-exclusive easements granted herein are only non-exclusive easements upon, over, through, and across the common area roadways, curb cuts, sidewalks, driveways, drive aisles and access ways of each Property as such may exist from time to time. Except as otherwise provided herein, each owner shall have and retain the unrestricted right to modify the location, layout, configuration and size of the common area roadways, sidewalks, driveways, drive aisles and access ways from time to time located on its respective Property without having to first obtain any consent or approval from any owner of the other Property; provided, however, that (i) access for pedestrian and vehicular traffic is not unreasonably restricted or its enjoyment materially impaired by such modifications, (ii) the relocation or modification shall be carried out in such a manner as to minimize the interference with the operation of the benefitted Property during such relocation and in such a manner as will not block all means of access to the benefitted Property, and (iii) the modification does not cause any access to any Property to not comply with any applicable laws, rules, regulations and ordinances (collectively, "Applicable Laws") affecting such Property.

2. General Maintenance of Properties.

A. Maintenance of Paved Areas. Each owner covenants and agrees to maintain, in good condition and repair, or to cause to be maintained and kept in good condition and repair, the common area roadways, curb cuts, sidewalks, driveways, drive aisles and access ways located on its Property (or portion of the Property). It is intended that the common area roadways, curb cuts, sidewalks, driveways, drive aisles and access ways on the Properties shall be maintained, used and enjoyed among the owners as contiguous and homogenous common and mutual access ways, subject to the terms hereof. The obligation of the owners to maintain, repair and keep in good condition the common area roadways, curb cuts, sidewalks, driveways, drive aisles and access ways, shall include (but shall not be limited to) the following: (i) maintaining concrete surfaces at such grades and levels so that they may be used and enjoyed by all owners (and their respective successors and assigns, and the licensees, tenants, employees, contractors, and customers of owners and tenants) with the type of surfacing material originally installed or of a similar quality, use and durability provided that asphalt is not permitted; (ii) cleaning and sweeping as necessary; (iii) the removal of ice and snow (as necessary); and (iv) resurfacing and restriping as necessary.

3. Default. If an owner (a "Defaulting Party") fails to perform, or fails to cause to be performed, any of its duties or obligations under this Agreement, and such failure continues for a period of thirty (30) days after notice in accordance with Section 17 herein to the Defaulting Party from another owner (a "Curing Party") which notice sets forth the specific failure to comply with the terms of this Agreement, the Curing Party shall have the right to (i) injunctive relief mandating

compliance and to obtain a decree specifically enforcing the performance of such obligation, the owners hereby acknowledging and stipulating to the inadequacy of legal remedies and the irreparable harm which would be caused by any such breach, (ii) take such action as such Curing Party shall deem reasonably necessary to cure such default on behalf of the Defaulting Party, or (iii) relief by any and all other available legal and equitable remedies from the consequences of such breach. The Defaulting Party shall pay the Curing Party any reasonable amounts so expended to correct such default (including reasonable attorneys' fees) together with interest at the rate of twelve percent (12%) per annum or the maximum non-usurious rate of interest permitted by applicable law, whichever is less. If such costs and expenses are not paid within thirty (30) days after the Defaulting Party's receipt of such notice, the Curing Party shall have the right, but not the obligation, to record a notice of lien in the Official Public Records of Real Property of Aransas County, Texas and such costs or expenses shall constitute a lien (subordinate to each prior mortgage and subordinate to purchase money debt) against the Defaulting Party's Property or interest therein, until paid; provided, however, that the Curing Party shall have delivered to the Defaulting Party written notice notifying the Defaulting Party that the Curing Party intends to file a lien within ten (10) days prior to filing such lien. The Curing Party may bring an action to recover a money judgment for the unpaid amounts owed by the Defaulting Party, without waiving any claim of lien. In the event any judgment is awarded to the Curing Party, the Defaulting Party shall pay to the Curing Party any reasonable attorneys' fees incurred by the Curing Party in such proceedings.

Notwithstanding anything to the contrary herein, in no event shall this Agreement terminate, or be permitted to be terminated, as a result of a default. The right to cure described above shall not be exercised if within the thirty (30) day notice period (i) the Defaulting Party cures the default, or (ii) if the default is curable, but cannot reasonably be cured within the 30 day period, and the Defaulting Party begins to cure such default within such time period and diligently pursues such action to completion. The thirty (30) day notice period shall not be required if, using good-faith, reasonable judgment, the Curing Party deems that an emergency exists which requires immediate attention to prevent imminent damage to property or injury to persons. In the event of such an emergency, the Curing Party may with such notice as may be reasonably possible or appropriate under the circumstances, cure any such default and thereafter shall be entitled to the benefits of this Section. The Curing Party shall indemnify, defend, and hold harmless the Defaulting Party from all losses, liens, liabilities, claims of third parties, costs and expenses (including reasonable attorneys' fees) incurred in connection with the exercise of such right and shall maintain the insurance required to be maintained pursuant to the provisions of this Agreement.

Each owner hereby grants to the other owners the temporary right to enter onto such owner's Property for the purpose of performing the obligations and taking any necessary actions described in and contemplated by this Section, provided that such owner shall not unreasonably interfere with the business operations of any tenant or occupant of the Property in connection therewith and shall repair any damages to such Property resulting from such entry.

4. Mechanic's Lien. In the event any mechanic's lien is recorded against the Property of an owner as a result of services performed or materials furnished for the use of another owner, the owner permitting or causing such lien to be so recorded agrees to cause such lien to be discharged within thirty (30) days after the entry of a final judgment (after all appeals) for the

foreclosure of such lien but in all events prior to foreclosure. Notwithstanding the foregoing, upon request of the owner whose Property is subject to such lien, the owner permitting or causing such lien to be recorded agrees to cause such lien to be released and discharged of record, either by paying the indebtedness which gave rise to such lien or by posting bond or other security as shall be required by law to obtain such release and discharge, within ten (10) days after notice thereof. Nothing herein shall prevent the owner permitting or causing such lien to be recorded from contesting the validity thereof in any manner such owner chooses so long as such contest is pursued with reasonable diligence. In the event such contest is determined adversely (allowing for appeal to the highest appellate court), such owner shall promptly pay in full the required amount, together with any interest, penalties, costs, or other charges necessary to release such lien of record. The owner permitting or causing such lien agrees to defend, protect, indemnify and hold harmless the other owner and its Property from and against all claims and demands, including any action or proceeding brought thereon, and all costs, losses, expenses and liabilities of any kind relating thereto, including reasonable attorneys' fees and cost of suit, arising out of or resulting from such lien.

5. No Waiver. No delay or omission of any owner in the exercise of any right accruing upon any default of any other owner shall impair such right or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of such default. A waiver by any owner of a breach of, or a default in, any of the terms and conditions of this Agreement by any other owner shall not be construed to be a waiver of any subsequent breach of or default in the same or any other provision of this Agreement. Except as otherwise specifically provided in this Agreement, (a) no remedy provided in this Agreement shall be exclusive but each shall be cumulative with all other remedies provided in this Agreement, and (b) all remedies at law or in equity shall be available.

6. Attorneys' Fees. In the event any legal action or proceeding for the enforcement of any right or obligations herein contained is commenced, the prevailing party in such action or proceeding shall be entitled to recover its actual costs and reasonable attorneys' fees incurred in the preparation and prosecution of such action or proceeding.

7. No Partnership. This Agreement shall not create an association, partnership, joint venture or principal and agency relationship between the Parties.

8. Minimization of Interference. Each owner shall use reasonable efforts at all times during the term hereof not to interfere with the construction, conduct of and operation of the businesses being conducted on the Association's Property or the RPI Property, as applicable.

9. Eminent Domain. Nothing in this Agreement shall be construed to give any owner an interest in any award or payment made to the other owner in connection with any exercise of eminent domain or transfer in lieu thereof affecting the other owner's Property. The award or payment attributable to the Property owned in fee simple by one owner shall be payable only to such owner and no claim thereon shall be made by the other owner; *provided*, however, that such other owner may file collateral claims with the condemning authority over and above the value of

the land area and improvements so taken if such collateral claims do not diminish the amount recoverable by the owner of the Property taken.

10. Covenants Running With Land. The easements, rights, obligations, provisions and restrictions contained within this Agreement shall be covenants and conditions running with the land and shall inure to the benefit of and be binding upon and enforceable against each Party and each Party's respective successors and assigns, including but without limitation, all subsequent owners, successors and assigns, of the Association's Property, or any portion thereof, and the RPI Property and all persons claiming under them.

11. Termination of Liability Upon Transfer. If an owner should transfer its fee simple interest (or any portion thereof) in and ownership of a Property, then the obligation and liability of the transferor for the performance or breach of any covenant or provision contained in this Agreement, occurring after the date of such transfer, shall automatically be terminated; and the transferee, by the acceptance of the conveyance of such fee simple interest, shall automatically be deemed to have accepted, assumed and agreed to observe or perform all such covenants or provisions after the date of such transfer.

12. Priority. This Agreement shall be superior and prior to any option agreements, mortgages, deeds of trust, financing statements, security interests and other liens now or hereafter affecting the Association's Property or the RPI Property.

13. Final Agreement; Amendment. This Agreement supersedes all agreements previously made between the Parties relating to its subject matter and there are no other understandings or agreements, oral or written, between the Parties which are related to the subject matter described herein. This Agreement may only be amended in writing signed by all of the owners of the Association's Property and the RPI Property.

14. Disclaimer of Derivative Rights. Except as expressly provided otherwise in this Agreement, no consent to the modification, from time to time, or termination of the provisions of this Agreement shall ever be required of any tenant, licensee or concessionaire as to any portion of either the Association's Property or the RPI Property; nor shall any such tenant, licensee or concessionaire or any employee, customer or business invitee of same, have any right to enforce any of the provisions herein; *provided*, however, the owner of the Association's Property or the RPI Property may assign or delegate to any tenant of such owner's Property the rights and obligations for maintenance herein, provided such owner shall remain responsible for compliance with this Agreement.

15. Insurance. Each owner shall maintain and, upon request, provide the other owner with written evidence of, the owner's liability insurance covering such owner's use of the applicable easement area(s). Such written evidence (a) shall be in form and content reasonably satisfactory to the other owner, (b) shall evidence the existence of insurance reasonably satisfactory in type and amount of coverage to the other owner, and be issued by an insurance company reasonably satisfactory to the other owner, and (c) shall include a certificate or certificates of insurance specifically naming the other owner as an additional insured. Under no circumstances shall an owner be subject to the payment of any deductible amounts in connection

with any insurance claim under the other owner's insurance, and each owner shall indemnify, defend and hold the other harmless from the payment of any deductible amounts.

16. Indemnifications. Each owner shall indemnify, defend and hold the other owners and their tenants, contractors, officers, representatives, agents, affiliates, subtenants, occupants, or licensees harmless from and against all liabilities, claims, losses, injuries to persons and property and damages of every nature and kind, including, without limitation, all reasonable legal fees, arising out of or related to (i) the gross negligence or willful misconduct of such owner or its authorized agents, officers, affiliates, representatives, contractors, employees, tenants, occupants, licensees, and/or invitees in connection with the exercise of their rights hereunder, (ii) the injury to or death of any person, or damage to the property of any person located on the Association Easement Area or RPI Easement Area caused by such owner's gross negligence or willful or intentional misconduct, and (iii) any default by such owner under this Agreement or any provision hereof.

17. Notices. All notices, demands, statements and requests required or permitted to be given under this Agreement must be in writing and shall be deemed to have been properly given or served, whether received or not, (i) three (3) days following the deposit of such notice in the U.S. Mail, postage prepaid and registered or certified mail, return receipt requested, addressed to the appropriate party (ii) one (1) day following the date of deposit of such notice with Federal Express or other reputable, comparable overnight delivery service, addressed to the appropriate party or (iii) when sent by facsimile or electronic (e-mail) transmission during normal business hours (i.e., 8:00 a.m. to 6:00 p.m., Monday through Friday), if such transmission is immediately followed by any of the other methods for giving notice. Either Party may change its address for notice at any time or from time to time by notification in writing delivered to the other party. In all cases notices shall be addressed to the parties at their respective addresses as follows:

To HOA: The Islands of Rockport Home Owners' Association, Inc.
 Attention: _____

 Email: _____

To RPI: Rockport Island, LP
 Attention: _____

 Email: _____

18. Permitted Encumbrances. The easements granted herein are subject to all existing covenants, agreements, easements, encumbrances and restrictions of record in the real property records of Aransas County, Texas to the extent same are valid and existing and affect the Properties.

19. Singular and Plural. Whenever required by the context of this Agreement, the singular shall include the plural, and vice versa, and the masculine shall include the feminine and neuter genders and vice versa.

20. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original.

21. Not a Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of any Property to the general public or to any governmental body or agency, or for the general public or for any public use or purpose whatsoever; it being the intention and understanding of the Parties that this Agreement shall be strictly limited to and for the purposes herein expressed solely for the private benefit of the Parties and their respective tenants, occupants, invitees, contractors, agents, licensees, successors and assigns. Notwithstanding the foregoing, nothing in this Agreement shall prohibit any Party from dedicating all or any part of the streets or roads within its Property to an appropriate governmental entity, the effect of which would create a public street or road with maintenance and repair responsibilities transferring to the City of Rockport or other governmental entity.

22. Severability. Invalidation of any of the provisions contained in this Agreement, or of the application thereof to any Party in judgment or court order shall in no way affect any other provisions hereof or the application thereof to any other Party and the same shall remain in full force and effect.

23. Agreement Shall Continue Notwithstanding Breach. It is expressly agreed that any breach of this Agreement shall not entitle the non-breaching Party to cancel, rescind or otherwise terminate this Agreement. However, such limitation shall not affect in any manner any other rights or remedies, at law or in equity, which such Party may have hereunder by reason of any such breach.

24. Time. Time is of the essence of this Agreement and each and every provision hereof.

25. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Texas.

26. Authority. The Association and RPI each warrant and represent to the other that, as of the date of the execution of this Agreement, each has the authority to execute this Agreement, and this Agreement shall be binding on the Parties in accordance with its terms.

27. Taxes. Each owner shall make payment timely of all real estate taxes and assessments affecting their respective Property, subject only to the right to defer payment in a manner provided by law and/or in connection with a bona fide contest of such taxes or assessments, so long as the rights of the other owners shall not be jeopardized by the deferring of payment.

28. Termination. Except to the extent provided otherwise herein, the easements, agreements, terms and conditions hereby created may be rescinded, destroyed and terminated, in

whole or in part, only by instrument(s) in writing purporting to rescind, destroy or terminate them, executed and acknowledged in the manner suitable for recording by all of the then-record owners of the Association's Property and the RPI Property, respectively, and all of the lien holders owning and holding liens or security interests in said benefited parcels. Any instrument(s) of rescission, termination or destruction described in this Section, to be fully effective, must be filed for record in the Official Public Records of Real Property of Aransas County, Texas.

(Remainder of Page Intentionally Left Blank; Signatures Begin on the Following Page.)

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed the day, month and year first above written.

Association:

The Islands of Rockport Home Owners' Association, Inc., a Texas non-profit corporation

By: _____

Name: _____

Title: _____

STATE OF _____ §

§

COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2022 by _____, _____ of The Islands of Rockport Home Owners' Association, Inc., a Texas non-profit corporation.

Notary Public in and for the State of Texas

(Signatures continue on following page)

RPI:

Rockport Island, LP, a Texas limited partnership

By: Rockport GP, LLC, a Texas limited liability company, its general partner

By: _____

Name: _____

Title: _____

STATE OF _____ §

§

COUNTY OF _____ §

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by _____, _____ of Rockport GP, LLC, a Texas limited liability company and the general partner to Rockport Island, LP, a Texas limited partnership.

Notary Public in and for the state of Texas