

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.

EASEMENT AGREEMENT AND RESTRICTIVE COVENANTS

THIS EASEMENT AGREEMENT AND RESTRICTIVE COVENANTS (the "**Agreement**") is made this 15th day of December, 2020, by and between BARKER SPRING, LLC, a Texas limited liability company ("**Barker Spring**"), and NIYYATMEHTU&SONU LLC **NIYYATMEHTU&SONU**,("Niyyatmehtu&sonu")

A. RECITALS

A. **Barker Spring Parcel Ownership.** Barker Spring is the owner of that certain parcel of land located in Harris County, Texas and more particularly described on **Exhibit "A"** attached hereto and incorporated herein by reference (the "**Barker Spring Parcel**").

B. **Niyyatmehtu&sonu Parcel Ownership.** Contemporaneous with the execution hereof, Barker Spring is conveying to Niyyatmehtu&sonu and thereafter Niyyatmehtu&sonu will be the owner of that certain parcel of land adjacent to the Barker Spring Parcel, and more particularly described on **Exhibit "B"** attached hereto and incorporated herein by reference (the "**Niyyatmehtu&sonu Parcel**").

C. **Purpose.** In connection with the conveyance of the Niyyatmehtu&sonu Parcel to Niyyatmehtu&sonu by Barker Spring, Niyyatmehtu&sonu wishes to grant to Barker Spring certain easements and covenants for the benefit of the Barker Spring Parcel, and Barker Spring wishes to grant to Niyyatmehtu&sonu certain easements and covenants for the benefit of the Niyyatmehtu&sonu Parcel all subject to and in accordance with the covenants and conditions hereinafter set forth and grant certain restrictions on the Niyyatmehtu&sonu Parcel for the benefit of the Barker Spring Parcel.

NOW THEREFORE, for and in consideration of the foregoing and other good and valuable consideration received at the signing and delivery of this Agreement, the receipt and sufficiency of which are hereby acknowledged, Barker Spring and Niyyatmehtu&sonu hereby agree as follows:

1. **Definitions.** The following terms shall have the following meanings ascribed to such terms:

- (a) **Barker Spring Parcel:** As defined in Recital A.
- (b) **Business Day:** Any day that is not a Saturday, Sunday or legal holiday observed by the State of Texas.
- (c) **Niyyatmehtu&sonu Parcel:** As defined in Recital B.
- (d) **Occupant:** The tenants, subtenants, customers, employees, concessionaires, invitees, franchisees, and licensees, which from time to time are entitled to use or occupy all or any portion of any Parcel or any improvement thereon, whether created or granted by lease, license, concession or other agreement directly or indirectly with the Owner of such Parcel. For purposes of any indemnification

RP-2020-618042

obligation or the assessment of costs based on the acts or omissions of a party, the term "Occupant" shall also include such party's agents and contractors.

- (e) **Owner:** At any given time, the person(s) or entity(ies) owning fee simple title to any Parcel; provided, however, that no person or entity holding security title to or a security interest in a Parcel pursuant to a deed to secure debt, mortgage, deed of trust or other security instrument shall be deemed to be an Owner merely by holding such interest but shall become an Owner (and thus entitled to the rights and subject to the obligations of an Owner) only at such time, if ever, that such person or entity shall take possession of a Parcel and/or foreclose its interest in and acquire fee simple title to a Parcel. In the event that a ground lease is placed on a Parcel, the ground lessee shall be entitled to exercise the rights and be bound by the obligations of an Owner hereunder, but such obligation of the ground lessee shall not relieve the ground lessor from the obligations of an Owner hereunder.
- (f) **Parcel:** Any one of the Barker Spring Parcel or the Niyyatmehtu&sonu Parcel, as the context requires or suggests.
- (g) **Parcels:** Both the Barker Spring Parcel and the Niyyatmehtu&sonu Parcel together.
- (h) **Party:** Any one of Barker Spring or Niyyatmehtu&sonu, as the context requires or suggests, and their respective successors and assigns.
- (i) **Parties:** Barker Spring and Niyyatmehtu&sonu, collectively, and their respective successors and assigns.

2. **Permanent Access Easement to West Little York Road and Barker Rock Lane.**

(a) **Permanent Access Easement.** Niyyatmehtu&sonu does hereby grant and create for the benefit of the Barker Spring Parcel, its Owners and Occupants, and their successors and assigns from time to time, a twenty five (25) foot wide perpetual non-exclusive easement appurtenant to the Barker Spring Parcel for passage and use, for walking upon and driving vehicles upon, over and across the entrance and driveway of the Niyyatmehtu&sonu Parcel for ingress and egress, upon, over, across and within the area on the Niyyatmehtu&sonu Parcel depicted and cross-hatched on **Exhibit "C"** attached hereto and made a part hereof (the "**Permanent Access Easement**") for purposes of providing the Barker Spring Parcel, its Owners, and Occupants access to West Little York Road and Barker Rock Lane via the curb cuts located on the Niyyatmehtu&sonu Parcel adjacent to West Little York Road and Barker Rock Lane. The foregoing Permanent Access Easement shall not include the right to park vehicles in the entrances, driveways and lanes within the Permanent Access Easement, and shall be subject to all posted speed limits, posted directional lanes, posted stop signs and reasonable size and load factors with respect to vehicles using the Permanent Access Easement. The use of the Permanent Access Easement at all times shall be in compliance with all appropriate governmental regulations and shall not unreasonably diminish, impair or interfere with use of the Niyyatmehtu&sonu Parcel by the Owners or Occupants of the Barker Spring Parcel with respect to ingress and egress of vehicles and pedestrians to and from West Little York Road and Barker

Rock Lane to the Barker Spring Parcel via the Permanent Access Easement. The Permanent Access Easement and the corresponding curb cuts along West Little York Road and Barker Rock Lane may not be closed, altered, modified, relocated and/or redesigned without the prior written consent of all Owners of the Barker Spring Parcel (which shall not be unreasonably withheld) and the remedies for breach of the foregoing shall be cumulative, not exclusive, and shall include injunctive relief.

(b) Construction & Maintenance of Permanent Access Easement. At its sole cost and expense, Niyyatmehtu&sonu hereby agrees to construct the Permanent Access Easement. Upon completion, the Owner of the Niyyatmehtu&sonu Parcel shall repair and maintain the Permanent Access Easement in, safe, and good operating condition at its sole cost and expense. Such obligation to repair and maintain shall include, without limitation:

- (i) maintenance, repair and replacement of paved surfaces in a level and smooth condition, free of potholes, with the type of material as originally used or substitute equal in quality;
- (ii) removal of all trash and debris and washing or sweeping as required;
- (iii) maintenance and replacement of appropriate parking area entrance, exit and directional markers, and other traffic control signs as are reasonably required;
- (iv) cleaning of lighting fixtures and relamping as needed; and
- (v) restriping as required to keep same clearly visible.

(c) Failure to Repair or Maintain Permanent Access Easement. In the event the Owner of the Niyyatmehtu&sonu Parcel fails to repair or maintain the Permanent Access Easement as provided for herein, and such failure continues for a period of thirty (30) days after receipt by the Owner of the Barker Spring Parcel of written notice of such failure from an Owner of the Barker Spring Parcel, then any Owner of the Barker Spring Parcel shall be permitted to repair or maintain the Permanent Access Easement as provided for herein and invoice the Owner of the Niyyatmehtu&sonu Parcel for all costs of repair and maintenance incurred.

3. Permanent Access Easement to Barker Rock Lane.

(a) Permanent Access Easement. Barker Spring does hereby grant and create for the benefit of the Niyyatmethu&sonu Parcel, its Owners and Occupants, and their successors and assigns from time to time, a twenty five (25) foot wide perpetual non-exclusive easement appurtenant to the Niyyatmehtu&sonu Parcel for passage and use, for walking upon and driving vehicles upon, over and across the Barker Spring Parcel and to entrance, curb cut and driveway of the Barker Spring Parcel for ingress and egress, upon, over, across and within the area on the Barker Spring Parcel depicted and cross-hatched on Exhibit "C" attached hereto and made a part hereof (the "Permanent Access Easement") for purposes of providing the Niyyatmehtu&sonu Parcel, its Owners, and Occupants access to Barker Rock Lane via the curb cut located on the Barker Spring Parcel adjacent to Barker Rock Lane. The foregoing Permanent Access Easement

shall not include the right to park vehicles in the entrances, driveways and lanes within the Permanent Access Easement, and shall be subject to all posted speed limits, posted directional lanes, posted stop signs and reasonable size and load factors with respect to vehicles using the Permanent Access Easement. The use of the Permanent Access Easement at all times shall be in compliance with all appropriate governmental regulations and shall not unreasonably diminish, impair or interfere with use of the Barker Spring Parcel by the Owners or Occupants of the Barker Spring Parcel with respect to ingress and egress of vehicles and pedestrians to and from Barker Rock Lane to the Barker Spring Parcel via the Permanent Access Easement. The Permanent Access Easement may not be, altered, modified, relocated and/or redesigned without the prior written consent of all Owners of the Niyyatmehtu&sonu Parcel (which shall not be unreasonably withheld) and the remedies for breach of the foregoing shall be cumulative, not exclusive, and shall include injunctive relief.

(b) Construction & Maintenance of Permanent Access Easement. At the time of the construction of the improvements on the Barker Spring Parcel or at anytime thereafter, Barker Spring shall construct the Permanent Access Easement on the Barker Spring Parcel. Niyyatmehtu&sonu, may request from Barker Spring to install this Permanent Access Easement at Niyyatmehtu&sonu's sole cost, expense and liability at the time of the construction of the improvements on the Niyyatmehtu&sonu Parcel. At Barker Spring's sole discretion, Barker Spring may approve the request. If approved by Barker Spring, Niyyatmehtu&sonu may shall be granted the right to construct the Permanent Access Easement in a good and workmanlike manner and in accordance with all ordinances and regulations with coordination with Barker Spring. Prior to commencement of construction, Niyyatmehtu&sonu shall provide all design and construction plans for the Permanent Access Easement for the prior approval of Barker Spring which approval shall not be unreasonably withheld. Barker Spring may grant to Niyyatmehtu&sonu a temporary construction easement over the area comprising the Permanent Access Easement and an area 20ft in width adjacent thereto for use in the construction of the improvements to the Permanent Access Easement on Barker Spring Parcel. The temporary easement shall be restored to its original conditions after construction completion. Upon completion and acceptance of Barker Spring of the installed improvements, the Owner of the Barker Spring Parcel shall assume the responsibility to repair and maintain the Permanent Access Easement in, safe, and good operating condition at its sole cost and expense after the expiration of a one year warranty from the final acceptance of Barker Spring only and only if Barker Spring start using this installed improvements. Otherwise the repair and maintenance of the Permanent Access Easement shall be the sole cost and expense of Niyyatmehtu&sonu. Such obligation to repair and maintain shall include, without limitation:

- (i) maintenance, repair and replacement of paved surfaces in a level and smooth condition, free of potholes, with the type of material as originally used or substitute equal in quality;
- (ii) removal of all trash and debris and washing or sweeping as required;
- (iii) maintenance and replacement of appropriate parking area entrance, exit and directional markers, and other traffic control signs as are reasonably required;

- (iv) cleaning of lighting fixtures and relamping as needed; and
- (v) restriping as required to keep same clearly visible.

(c) Failure to Repair or Maintain Permanent Access Easement. In the event the Owner of the Barker Spring Parcel fails to repair or maintain the Permanent Access Easement as provided for herein, and such failure continues for a period of thirty (30) days after receipt by the Owner of the Barker Spring Parcel of written notice of such failure from an Owner of the Piyyatmehtu&sonu Parcel, then any Owner of the Piyyatmehtu&sonu Parcel shall be permitted to repair or maintain the Permanent Access Easement as provided for herein and invoice the Owner of the Barker Spring Parcel for all costs of repair and maintenance incurred.

4. Joint Use Pond Agreement. Parties have agreed to share drainage retention/detention pond across the Parcels. Each Party, at its expense, shall be responsible for the installation and maintenance of any required storm drainage system on its Parcel. Each Parcel shall have retention/detention capacity as required by the applicable county and city codes for its Parcel only. Niyyatmehtu&sonu does hereby grant and create for the benefit of the Barker Spring Parcel, its Owners and Occupants, and their successors non-exclusive license and easement to discharge the storm water from Barker Spring Parcel through the drainage retention/detention system in Niyyatmehtu&sonu Parcel to West Little York .

5. Existing Assignment of Easement Rights. Barker Spring and Niyyatmehtu&sonu acknowledge that the Parcels are subject to that certain Assignment, Acknowledgement and Grant of Easements Rights dated November 16, 2017 and recorded in the Official Public Records of Harris County, Texas under Harris County Clerk's File No. RP-2018-7426 (the "Assignment of Easement Rights"). Barker Spring and Niyyatmehtu&sonu further acknowledge and agree that Barker Spring hereby retains all rights for the benefit of Barker Spring and the Owners and Occupants of the Barker Spring Parcel granted to the Parcels and their Owners pursuant to the Assignment of Easement Rights, including, but not limited to, the exclusive right to the designate the location of at least one of the Driveways (as defined in the Assignment of Easement Rights) and the exclusive right to utilize the Sign Easement (as defined in the Assignment of Easement Rights) for the benefit of the Barker Spring Parcel. Niyyatmehtu&sonu and the Owners and Occupants of the Niyyatmehtu&sonu Parcel shall have the right to designate the location of one of the Driveways Niyyatmehtu&sonu Parcel.

6. West Little York Sign Easement. Niyyatmehtu&sonu hereby grants and creates for the benefit of Niyyatmethu@sonu Parcel and the Barker Spring Parcel, its Owners and Occupants, and their successors and assigns from time to time, a perpetual, exclusive easement for the construction, reconstruction, replacement, operation, maintenance and repair of and access to one (1) monument or pylon sign along West Little York (the "Sign"), including the right and privilege to Barker Spring to place thereon and affix thereto, two sided identification sign panels for the Owners and Occupants of the Barker Spring Parcel on the Sign underneath the Niyyatmehtu&sonu signage, which Sign shall be located on that certain portion of the Niyyatmehtu&sonu Parcel immediately adjacent to West Little York Road, such location shall be agreed upon between the Owners of Niyyatmehtu&sonu and Barker Spring at a later time. In

connection with the West Little York Sign Easement, the Owner of the Niyyatmehtu&sonu Parcel hereby grants Barker Spring and the Owners and Occupants of the Barker Spring Parcel reasonable access over, across and upon the Niyyatmehtu&sonu Parcel to where the Sign is located to permit such Sign and sign panels to be accessed, constructed, installed, repaired replaced, maintained and operated. Barker Spring shall be solely responsible for the cost of constructing, installing, maintaining, and repairing the panels on the Sign. The foregoing West Little York Sign Easement, together with all rights and privileges specified, shall be for the benefit of Niyyatmehtu&sonu and Barker Spring and the Owners and Occupants of the Niyyatmehtu&sonu Parcel and the Barker Spring Parcel and shall be binding on, enforceable against Niyyatmehtu&sonu and burden the Niyyatmehtu&sonu Parcel. The Owners and Occupants of the Niyyatmehtu&sonu Parcel shall not obstruct the visibility of the Sign, or modify the Sign or any of the panels located thereon without the consent of the Owner of the Barker Spring Parcel.

7. **Restrictive Covenants.** The Parties hereby adopt and subject the Niyyatmehtu&sonu Parcel and Barker Spring Parcel to the following restrictive covenant, to be a covenant running with the land comprising the Niyyatmehtu&sonu Parcel and Barker Spring Parcel :

(a) No building or other structure shall be located on the Niyyatmehtu&sonu Parcel closer than fifteen (15) feet from the northern boundary/property line of the Niyyatmehtu&sonu Parcel, provided, however, the foregoing shall not preclude the installation of driveway, parking areas and other paving with such building set back line. This building setback shall not be changed or modified without the consent of the Owners of the Barker Spring Parcel.

(b) Upon any violation of the covenants contained in this Section 7, the Owners of the Barker Spring Parcel, as well as any Occupants of the Barker Spring Parcel shall have the right to enforce the covenants contained in this section by any means available at law or in equity, including the right to obtain a temporary or permanent injunction.

8. **Independent Covenants.** Each and every covenant and agreement contained herein shall be construed for any and all purposes hereof as separate and independent, and the breach of any covenant by any Owner shall not release or discharge such Owner from its obligations hereunder, nor shall any breach result in a termination of any easement granted hereunder.

9. **Indemnification.** The record title holder of any Parcel covered by this Agreement and the successor owners, assigns or lessees of such Parcel (the "**Indemnitors**") shall indemnify and hold harmless the record title holder of the other Parcel and their successor owners, assigns, lessees and invitees (the "**Indemnitees**") from and against any damage, claims, losses or liabilities sustained by the Indemnitees, or their property, arising from the use and repair of the easement areas on each Parcel of the Indemnitors. The foregoing indemnity and hold harmless shall exclude any and all loss, cost, expense, suits, judgments and liabilities for damages or injuries, of whatsoever kind, whether to persons or property, caused by the negligence of the Indemnitee(s) or any other person acting under their direction or contract with them, or other third parties.

10. **Binding Effect; Liability Only During Period of Ownership.** The easements and covenants provided for herein shall be effective upon the date hereof, shall run with the land, and shall constitute reciprocal benefits to and burdens upon each of the Barker Spring Parcel and the Niyyatmehtu&sonu Parcel, as applicable. The easements and agreements provided for herein shall inure

to the benefit of and be binding upon the respective successors, successors-in-title, assigns, heirs and lessees of the Barker Spring Parcel and the Niyyatmehtu&sonu Parcel and the Owners and Occupants of such Parcels, and shall remain in full force and effect and shall be unaffected by any change in ownership of or subdivision of the Barker Spring Parcel and the Niyyatmehtu&sonu Parcel, or either of them, or by any change of use, demolition, reconstruction, expansion or other circumstances. Any transferee of any portion of any Parcel, whether as an Owner or an Occupant, shall automatically be deemed by acceptance of title to said property or interest to have assumed all obligations of this Agreement relating thereto, effective as of the vesting of such interest, and the transferor shall upon completion of such transfer be relieved of all further liability under this Agreement except liability with respect to matters that may have arisen during its period of ownership of the property or interest so conveyed that remain unsatisfied.

11. **Subdivision; Multiple Owners.** In the event that any Parcel existing on the date of this Agreement is subdivided, such subdivided tracts shall, nevertheless, be and remain subject to this Agreement and all of its terms and conditions that apply to such subdivided tracts, and such subdivided tracts shall continue to be deemed to be a Parcel hereunder. In the event that any Parcel shall have more than one Owner at any given time, the obligations of such Owner shall be joint and several.

12. **Notices.** Any notice, report or demand required, permitted or desired to be given under this Agreement shall be in writing and shall be deemed to have been sufficiently given or served for all purposes on the third (3rd) Business Day following the date of deposit thereof in the United States registered or certified mail with return receipt requested and postage prepaid, or on the date of delivery if delivered by a nationally-recognized overnight courier service (e.g., FedEx) to the parties hereto at the addresses shown below or at such other address as the respective parties may from time to time designate by like notice:

- | | |
|-------------------------|---|
| If to Barker Spring: | Barker Spring, LLC
20180 Park Row Drive, Unit 5808
Katy, Texas 77449
Attn: Mahmoud Khalifa |
| If to Niyyatmehtu&sonu: | Niyyatmehtu&sonu
XXXXXXXXXXXX
Houston, Texas 77XXX
Attn: Nasir Ali |

In the event of a change in address of which no notice has been given pursuant to this Section, any notice given in compliance with this Section 11 shall still be deemed vNiyyatmehtu&sonud. Moreover, a notice sent to the address of record with the County tax office for a Parcel shall be deemed sufficiently given under this Agreement if sent by one of the means permitted hereby, so long as a copy is simultaneously sent to the addresses provided in this Section 12.

13. **Use.** The Owner of the Niyyatmehtu&sonu Parcel hereby reserves the right to use the area of the Niyyatmehtu&sonu Parcel burdened by the easements contained herein to the extent not inconsistent with or otherwise interfering with the rights granted hereunder. Anything contained in the immediately preceding sentence to the contrary notwithstanding, the Owners of the Niyyatmehtu&sonu Parcel may not construct a building or other structure within the building set back line set forth in Section

RP-2020-618042

7(a) herein or cause any building, structure or other improvements to be constructed within the Permanent Access Easement or West Little York Sign Easement granted in this Agreement.

14. **Miscellaneous.**

(a) **Severability of Provisions.** If any provision of this Agreement or portion thereof, or the application thereof to any person or circumstance, shall, to any extent be held inoperative or unenforceable, the remainder of this Agreement, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby; it shall not be deemed that any such provision affects the consideration for this Agreement; and each provision of this Agreement shall be and enforceable to the fullest extent permitted by law.

(b) **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of Texas.

(c) **Section Headings.** The section headings in this Agreement are for convenience only, shall in no way define or limit the scope or content of this Agreement, and shall not be considered in any construction or interpretation of this Agreement or any part hereof.

(d) **No Partnership.** Nothing in this Agreement shall be construed to make the Owner of the Barker Spring Parcel and the Owner of the Niyyatmehtu&sonu Parcel partners or joint venturers or render either the Owner of the Barker Spring Parcel or the Owner of the Niyyatmehtu&sonu Parcel liable for the debts or obligations of the other.

(e) **Entire Agreement.** This Agreement constitutes the sole and entire agreement hereof with respect to the subject matter hereof supersedes all prior and contemporaneous oral or written representation or agreement by either party hereto respecting the subject matter hereof.

(f) **Amendments.** This Agreement may only be amended, modified or terminated at any time by an instrument in writing to this Agreement, executed and acknowledged by all Owners. This Agreement shall not be otherwise amended, modified or terminated.

(g) **Construction and Interpretation.** This Agreement shall be interpreted and construed in an evenhanded manner between the Owner of the Barker Spring Parcel and the Owner of the Niyyatmehtu&sonu Parcel and to give this Agreement and its terms their fair meaning. If and when the language or wording of this Agreement is deemed to be ambiguous or otherwise unclear, the issue shall be resolved in the manner most consistent with the relevant provisions of this Agreement without regard to authorship or drafting of the language or wording, without any presumption or interpretation or construction in favor of any of said parties and without reference to the "reasonable expectations" of any of said parties.

(h) **No Reversion of Title.** Notwithstanding any other term or condition contained herein to the contrary, no breach or alleged breach of any provision of this Agreement shall under any circumstances cause a forfeiture, impairment, divestiture, diminution, or reversion of title to, or any interest in the easements created, established granted herein or any property interest arising hereunder. In the event that one or more Parcels shall come under the same ownership, such common ownership shall not create a merger of estates, and the easements contained herein shall

continue to exist notwithstanding the vesting of such common ownership.

(i) **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original but all of which being deemed to be one and the same agreement.

(j) **No Dedication to Public Use.** Except as expressly set forth herein, this instrument is not intended to, and should not be construed to dedicate the said easement areas to the general public.

(k) **Enforcement.** The terms of this Agreement may be enforced by an action for injunctive relief, damages, or both, and the prevailing party in any enforcement action shall be entitled to reasonable attorneys' fees and costs of enforcement.

(l) **Recording.** This Agreement shall be recorded in the appropriate office for the recordation of real estate conveyances in Harris County, Texas.

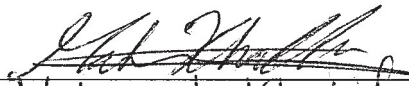
(m) **Curb Cuts and Sign Location.** The Parties acknowledge that the location of all curb cuts on both Parcels and the location of the sign easement are approximate locations since no final approvals from governmental agencies have been secured and the parties agree to adjust the locations of such curb cuts and sign easement on final approvals of the governmental agencies.

[SIGNATURE PAGE TO FOLLOW]

Dated Dec 15, 2020.

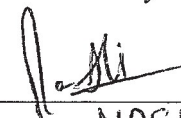
BARKER SPRING:

BARKER SPRING, LLC,
a Texas limited liability company

By: 
Name: Mahmond Khalifa
Title: Manager

NIYYATMEHTU&SONU:

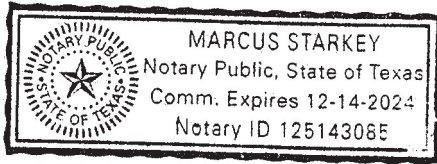
NIYYATMEHTU&SONU, LLC,
a Texas limited liability company

By: 
Name: NASIR ALI
Title: OWNER

RP-2020-618042

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

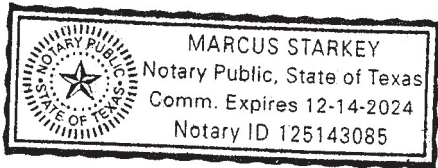
This instrument was acknowledged before me on this the 15TH day of December, 2020, by Mahmoud Khalifa, the Manager of Barker Spring, LLC, a Texas limited liability company, on behalf of said limited liability company.



[Signature]
Notary Public in and for the State of Texas

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on this the 15TH day of December, 2020, by Nasir Ali, the Owner of NIYYATMETHU&SONU, LLC, a Texas limited liability company, on behalf of said limited liability company.



[Signature]
Notary Public in and for the State of Texas

After Recording Return To:

Barker Spring, LLC
20180 Park Row Drive, Unit 5808
Katy, Texas 77449
Attn: Mahmoud Khalifa

RP-2020-618042

EXHIBIT "A"

Barker Spring Parcel

1.2387 acres of land situated in the John C. Ogburn Survey, Abstract Number 616, Harris County, Texas, being a portion of that certain called 2.478 acres of land described in deed and recorded in the Official Public Records of Real Property of Harris County, Texas, under County Clerk's File Number RP-2018-3845, said 1.2387 acres of land being more particularly described by metes and bounds as follows:

COMMENCING at 5/8 inch iron rod found in the Northerly right-of-way line of West Little York Road (100 foot right-of-way), for the Southeasterly corner of that certain Restricted Reserve "A" of AAA Storage Little York, a subdivision as shown on map or plat recorded under Film Code Number 677302 of the Map Records of Harris County, Texas and the Southwesterly corner of said 2.478 acre tract;

Thence, N 00°02'33" E, along the Easterly line of said Restricted Reserve "A" of AAA Storage Little York, a distance of 195.00 feet to a 5/8 inch iron rod with cap set for the POINT OF BEGINNING of the herein described tract of land;

Thence, N 00°02'23" E, continuing along the Easterly line of said Restricted Reserve "A" of AAA Storage Little York, a distance of 194.83 feet to a 1/2 inch iron rod with cap found in the Southerly line of that certain Block 1 of Barker Village Sec 5, a subdivision as shown on map or plat recorded under Film Code Number 660195 of the Map Records of Harris County, Texas;

Thence, S 89°54'07" E, along the Southerly line of said Block 1 of Barker Village Sec 5, a distance of 277.05 feet to a 1/2 inch iron rod with cap found for the Northwesterly corner of that certain Restricted Reserve "A" of Barker Village Model Homes, a subdivision as shown on map or plat recorded under Film Code Number 660038 of the Map Records of Harris County, Texas;

Thence, S 00°05'53" W, along the Westerly line of said Restricted Reserve "A" of Barker Village Model Homes, a distance of 194.83 feet to a 5/8 inch iron rod with cap set for corner;

Thence, N 89°54'07" W, severing said 2.478 acre tract, a distance of 276.86 feet to the POINT OF BEGINNING and containing 1.2387 acres of land.

BEARING ORIENTATION BASED ON THE SOUTHERLY LINE OF THAT CERTAIN CALLED 2.478 ACRES OF LAND DESCRIBED IN DEED AND RECORDED IN THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF HARRIS COUNTY, TEXAS, UNDER COUNTY CLERK'S FILE NUMBER RP-2018-3845.

EXHIBIT "B"

Niyyatmehtu&sonu Parcel

1.2388 acres of land situated in the John C. Ogburn Survey, Abstract Number 616, Harris County, Texas, being a portion of that certain called 2.478 acres of land described in deed and recorded in the Official Public Records of Real Property of Harris County, Texas, under County Clerk's File Number RP-2018-3845, said 1.2388 acres of land being more particularly described by metes and bounds as follows:

BEGINNING at 5/8 inch iron rod found in the Northerly right-of-way line of West Little York Road (100 foot right-of-way), for the Southeasterly corner of that certain Restricted Reserve "A" of AAA Storage Little York, a subdivision as shown on map or plat recorded under Film Code Number 677302 of the Map Records of Harris County, Texas and the Southwesterly corner of said 2.478 acre tract;

Thence, N 00°02'33" E, along the Easterly line of said Restricted Reserve "A" of AAA Storage Little York, a distance of 195.00 feet to a 5/8 inch iron rod with cap set for corner;

Thence, S 89°54'07" E, severing said 2.478 acre tract, a distance of 276.86 feet to a 5/8 inch iron rod with cap set in the Westerly line of that certain Restricted Reserve "A" of Barker Village Model Homes, a subdivision as shown on map or plat recorded under Film Code Number 660038 of the Map Records of Harris County, Texas;

Thence, S 00°05'53" W, along the Westerly line of said Restricted Reserve "A" of Barker Village Model Homes, a distance of 193.28 feet to a 5/8 inch iron rod with cap set in a 30 foot radius return between the Northerly right-of-way line of said West Little York Road and the Westerly right-of-way line of Barker Rock Lane (right-of-way width varies), for the Southwesterly corner of said Restricted Reserve "A" of Barker Village Model Homes and the Southeasterly corner of said 2.478 acre tract;

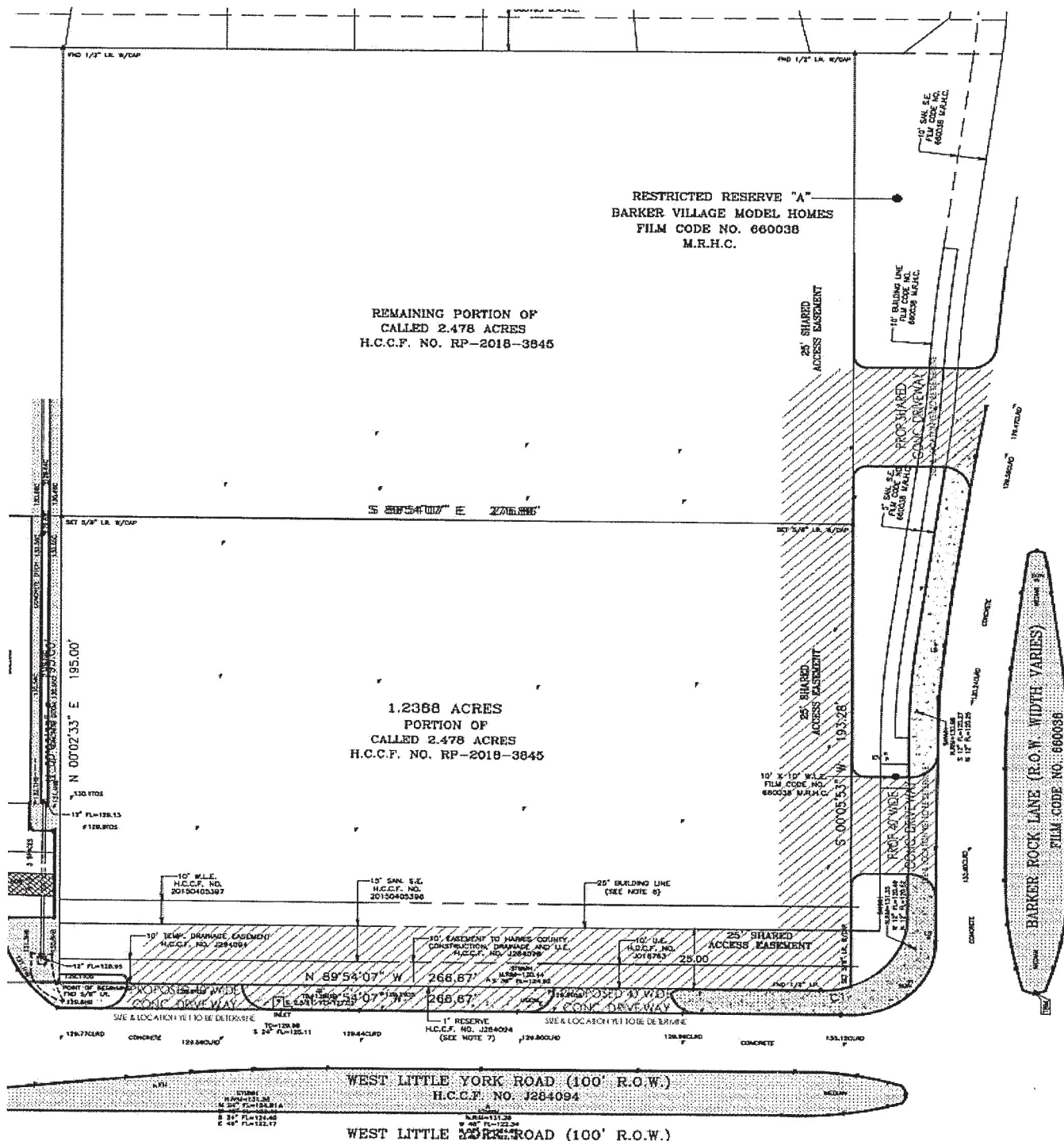
Thence, in a Southwesterly direction, with said return and a curve to the right, having a central angle of 19°28'31", a radius of 30.00 feet, an arc length of 10.20 feet, a chord bearing of S 80°21'37" W and a chord distance of 10.15 feet to a 1/2 inch iron pipe found for a point of tangency;

Thence, N 89°54'07" W, along the Northerly right-of-way line of said West Little York Road, a distance of 266.67 feet to the POINT OF BEGINNING and containing 1.2388 acres of land.

BEARING ORIENTATION BASED ON THE SOUTHERLY LINE OF THAT CERTAIN CALLED 2.478 ACRES OF LAND DESCRIBED IN DEED AND RECORDED IN THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF HARRIS COUNTY, TEXAS, UNDER COUNTY CLERK'S FILE NUMBER RP-2018-3845.

EXHIBIT "C"

Depiction and Location of Permanent Access Easement



RP-2020-618042

RP-2020-618042
Pages 15
12/16/2020 01:03 PM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
TENESHIA HUDSPETH
COUNTY CLERK
Fees \$70.00

RECORDERS MEMORANDUM

This instrument was received and recorded electronically and any blackouts, additions or changes were present at the time the instrument was filed and recorded.

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 HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas.



Tenesia Hudspeth
COUNTY CLERK
HARRIS COUNTY, TEXAS

RP-2020-618042