

STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF WALLER §

RESTRICTIONS AND EASEMENT AGREEMENT

THIS RESTRICTIONS AND EASEMENT AGREEMENT (the "Agreement") is entered into by and between **MARY CHRISTINE TREICHEL CHAMBERLAIN** ("Seller") and **WALLER DTP, LLC**, a Texas limited liability company ("Buyer"), and is effective upon recording.

WHEREAS, Seller is the owner of the property being described on Exhibit "A", attached hereto (the "Seller Property");

WHEREAS, Buyer is the owner of the property being described on Exhibit "B", attached hereto (the "Buyer Property"), which, as of the date of recording, was purchased from Seller; and

WHEREAS, as part of the agreement between Buyer and Seller, the parties hereto are desirous of entering into an agreement providing for the easements and covenants as herein described.

NOW, THEREFORE, for good and valuable consideration, and for the covenants granted herein, the receipt and sufficiency of which is hereby acknowledged by the parties, Buyer and Seller hereby agree as follows:

1. Access Easement. Buyer hereby grants and conveys to Seller, a permanent, non-exclusive easement for purposes of vehicular and pedestrian ingress and egress over and across that portion of the easement area described on Exhibit "C" and depicted on Exhibit "C-1" ("Access Easement"), which is attached hereto and made a part hereof for all purposes, located on the Buyer Property.

2. Temporary Construction Easement. Seller hereby grants to Buyer a twenty (20) foot temporary construction easement on the Seller Property which shall automatically terminate one-hundred eighty (180) days following the recordation of this document.

3. Construction and Maintenance Expense. Buyer shall construct the Access Easement at Buyer's expense. After completion of construction of the Access Easement, Buyer shall be responsible for all costs of maintenance and repair of the Access Easement. Each party shall maintain its own parcel in good repair at its own cost.

4. Use Restrictions Against Seller Property. Seller agrees not to lease, rent or occupy, or allow to be leased, rented or occupied, any part of Seller's Property for the purpose of conducting business as, or for use as, a Family Dollar Store, Bill's Dollar Store, Fred's, Dollar Tree, Dollar Zone, Variety Wholesale, Dollar Express, Ninety-Nine Cents Only, Deals, Bonus Dollar, Maxway, Super Ten, Planet Dollar, Big Lots, Walgreens, CVS, Rite Aid, or any Wal-Mart concept including but not limited to Super Wal-Mart, Wal-Mart, Wal-Mart Neighborhood Market or Wal-Mart Express.

5. Additional Restrictions Against Seller Property. In addition to the above restrictions, Seller shall restrict the Seller Property against use by, for, or as (a) any unlawful purpose or in any way which would constitute a legal nuisance to an adjoining owner or occupant; (b) as a discotheque, dance hall or night club; (c) as a massage parlor; (d) funeral parlor; (e) bingo parlor; (f) car wash; (g) any use which emits a strong, unusual, offensive or obnoxious odor, fumes, dust or vapors, or any sound which can be heard outside of any buildings, except that any usual paging system be allowed; (h) any assembling, manufacturing, distilling, refining, smelting, or mining operation; (i) any "second hand" store or liquidation outlet; (j) any mobile home park, trailer court, labor camp, junk yard, recycling facility or stock yard; (k) any dumping, disposing, incineration or reduction of garbage (exclusive of garbage compactors located near the rear of any building); (l) any dry cleaners performing on-site cleaning services; (m) any automobile, truck, trailer or recreational vehicles sales, leasing, storage, display or body shop repair operation; (n) any living quarters, sleeping apartments or lodging rooms; (o) any veterinary hospital or animal raising facilities (except this provision shall not prohibit pet shops and shall not prohibit the provision of veterinary services in connection with pet shops or pet supplies business, and shall not prohibit the raising of cattle); (p) any establishment selling or exhibiting paraphernalia for use with illicit drugs, and establishment selling or exhibiting materials or devices which are adjudicated to be pornographic by a court of competent jurisdiction, and any adult bookstore, adult video store or adult movie theater; (q) any bar or tavern; provided, however, a bar within a restaurant shall be permitted; (r) any pool or billiard hall, gun range or shooting gallery, or amusement or video arcade; and (s) any use which creates fire, explosives or other hazards; and (t) facilities for the use of treating addiction including but not limited to inpatient or outpatient substance abuse treatment facilities, pharmacological treatment facilities, safe injection sites, and methadone maintenance therapy or clinics.

6. Manner of Performing Work. Whenever a party shall perform any construction, maintenance, repairs or replacements on its parcel or as otherwise permitted herein, such work shall be done expeditiously and in a good and workmanlike manner and in accordance with all applicable laws, codes, rules, statutes and regulations of governmental authorities having jurisdiction thereof. Such work shall be carried out in such manner so as to cause the least amount of disruption to any business operations being conducted on the surrounding land as is reasonably practicable.

7. Impediment to Access. Buyer and Seller agree that each party shall be prohibited from relocating the Access Easement and/or the curb cut associated with the Access Easement, without the other's prior written consent. Neither party shall construct improvements over the Access Easement (excluding paving), or block, or interfere with, access over and across the Access Easement. During maintenance of the Access Easement or any easement area, the Access Easement shall be kept clear so as not to unreasonably interfere with vehicular and pedestrian access. No agricultural equipment shall be used in the Access Easement.

8. Indemnification. Each party utilizing the Access Easement provided for herein shall indemnify, save and hold the other parties utilizing said Access Easement harmless from any loss, claim or liability arising out of, or attributable to its use, construction, maintenance, and occupation of the Access Easement.

9. Self-help. In addition to all other remedies available at law or in equity, upon the failure of a party to maintain and/or repair its portion of the Access Easement within thirty (30) days following written notice thereof by the other party or that party's successor or assign, or any tenant or lessee of that party, the non-defaulting party shall have the right to perform such maintenance and/or repair of the Access Easement on behalf of such defaulting party and be reimbursed by such defaulting party upon demand for the reasonable costs thereof

10. Consent. Seller acknowledges that Buyer will have to obtain the prior written consent of any tenant of the Buyer Property in order to amend or modify this Agreement.

11. Extent of Liability. Notwithstanding any other provision contained in this Agreement to the contrary, Buyer and Seller hereby expressly agree that the obligations and liability of each of them shall be limited solely to such party's interest in its respective parcel, as such interest is constituted from time to time. Buyer and Seller agree that any claim against a party hereto shall be confined to and satisfied only out of, and only to the extent of, such party's interest in its parcel, as such interest is constituted from time to time. Nothing contained in this paragraph shall limit or affect any right that any party might otherwise have to seek or to obtain injunctive relief or to specifically enforce the rights and agreements herein set forth, provided that such injunctive relief or specific performance does not involve the payment of money from a source other than such party's interest in its parcel, as such interest may be constituted from time to time

12. Binding Agreement. This Agreement shall be binding upon the parties hereto, their successors, heirs and assigns, and shall last in perpetuity unless canceled in writing by both parties or their respective successors, or assigns.

13. Miscellaneous. This Agreement shall be governed in accordance with the laws of the State of Texas. The paragraph 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. Nothing in this Agreement shall be construed to make the parties hereto partners or joint venturers. No party hereto shall be obligated to take any action to enforce the terms of this Agreement or to exercise any easement, right, power, privilege or remedy granted, created, conferred or established hereunder. This Agreement may be amended, modified or terminated only in writing, executed and acknowledged by all parties to this Agreement or their respective successors or assigns, and only with the prior written consent of Buyer's tenant, so long as it, its successors, assigns or assignees is leasing the property. Time is of the essence of this Agreement.

[SIGNATURES ON FOLLOWING PAGES]

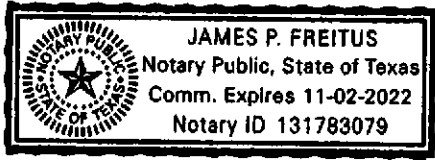
IN WITNESS WHEREOF, the said parties have caused this Agreement to be executed in multiple counterparts on the last date on which this Agreement has been signed by both Buyer and Seller.

SELLER:

Mary Christine Treichel Chamberlain
MARY CHRISTINE TREICHEL CHAMBERLAIN

STATE OF Tx §
§
COUNTY OF Harris §

This instrument was acknowledged before me on the 20 day of NOV., 2018, by Mary Christine Treichel Chamberlain.



(SEAL)

[Signature]


Notary Public
Print Name: James P. Freitas

My appointment expires: 11-02-2022

BUYER:

WALLER DTP, LLC,
a Texas limited liability company

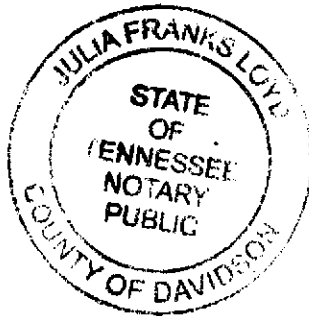
By: Dollar Texas Properties XVII, LLC
Its sole Member

By: 
Geren Moor, Vice President

STATE OF TENNESSEE §
 §
COUNTY OF DAVIDSON §

This instrument was acknowledged before me on the 27th day of November, 2018, by Geren Moor, Vice President of Dollar Texas Properties XVII, LLC, a Texas limited liability company, as sole member of Waller DTP, LLC, a limited liability company on behalf of said limited liability company.

(SEAL)




Notary Public
Print Name: Julia Franks Loyd

My appointment expires: 5/4/19

EXHIBIT "A"

SELLER PROPERTY

Tract 1

A certain 3.000 acre tract of land situated in the John Reese Survey, A-242, Waller County, Texas. Said 3.000 acre tract of land being a portion of a called 14.6665 acre tract of land described as Tract 2 and allotted to Mary Christine Treichel Chamberlain in a partition deed among the Heirs of Lawrence Anton Treichel; Deceased dated June 12, 1987 and recorded in Volume 409, Page 115 of the Deed Records of Waller County, Texas. Said 3.000 acre tract of land being more particularly described as follows:

BEGINNING at a 1/2" iron pin set near an existing fence corner in the North margin of F. M. Highway 1488 for the most Southerly Southeast corner of said called 14.6665 acre original tract, the most Southerly Southeast corner of the herein described tract and the Southwest corner of a called 1.500 acre tract described in a deed to J. B. Lloyd recorded in Volume 277, Page 145 of the Deed Records of Waller County, Texas;

THENCE: N 86° 49' 51" W along the North margin of F. M. Highway 1488 and the lower South line of said original tract, 30.00 ft. to a 1/2" iron pin found for the most Southerly Southwest corner of the herein described tract;

THENCE: N 3° 14' 02" E, 480.00 ft. to a 1/2" iron pin found for an interior corner of the herein described tract;

THENCE: N 86° 49' 51" W, 143.80 ft. to a 1/2" iron pin found for the most Northerly Southwest corner of the herein described tract;

THENCE: N 3° 14' 02" E, 341.00 ft. to a 1/2" iron pin found for the Northwest corner of the herein described tract;

THENCE: S 86° 49' 51" E, 341.00 ft. to a 1/2" iron pin found for the Northeast corner of the herein described tract;

THENCE: S 3° 14' 02" W, 341.00 ft. to a 1/2" iron pin found for the most Northerly Southeast corner of the herein described tract;

THENCE: N 86° 49' 51" W, 167.20 ft. to a 1/2" iron pin found for an interior corner of the herein described tract;

THENCE: S 3° 14' 02" W, at 279.86 ft. pass a 1-1/4" iron pipe and fence corner found for an interior corner of said called 14.6665 acre original tract and the Northwest corner of the said Lloyd tract and continuing with the lower East line of said original tract and the West line of the said Lloyd tract to a total distance of 480.00 ft. to the POINT OF BEGINNING containing 3.000 acres of land. Also being a portion of Tract II below.

Tract 2

A certain 14.6665 acre tract of land situated in the John Reese Survey, A- 242, Waller County, Texas. Said 14.6665 acre tract of land being a portion of a called 71 acre tract of land described in a deed from H. K. Dawson, et al, to L. A. Treichel dated October 13, 1947 and recorded in Volume 108, Page 3 of the Deed Records of Waller County, Texas. Said 14.6665 acre tract of land being designated Tract 2 in a division into five parts of the residue of said called 71 acre tract and the residue of a called 15.985 acre tract of land described in a deed to L. A. Treichel, et ux, recorded in Volume 254, Page 307 of the Deed Records of Waller County, Texas determined to be 73.3325 acres by current survey. Said 14.6665 acre tract of land being more particularly described as follows:

COMMENCING at an iron pipe found at an existing fence corner in the south line of Tract 5 of Robinwood Estates Subdivision for the northwest corner of said called 71 acre tract of land and the most northerly northeast corner of said called 15.985 acre tract of land;

THENCE: In an easterly direction along the south line of said Robinwood Estates Subdivision, a called 5 acre tract now or formerly belonging to Bernard Urban and Westbrook Wood Subdivision as per a plat recorded in Volume 322, Page 412 of the Deed Records of Waller County, Texas and the north line of said called 71 acre tract the following calls:

1. S 87° 58' 25" E, 720.13 ft. to an iron pin end fence corner for the most southerly southeast corner of said Robinwood Estates Subdivision and the said Urban southwest corner;
2. S 88° 20' 18" E, 283.10 ft. to a square iron bar and fence corner for the southwest corner of said Westbrook Wood Subdivision;
3. S 88° 42' 43" E, 442.62 ft. to an iron pin set for the most northerly northwest corner of another 14.6665 acre tract of land designated Tract I in said Treichel division;

THENCE: S 0° 01' 08" E along the upper west line of said Tract 1, 236.56 ft. to an iron pin set for the northwest corner and POINT of BEGINNING of the herein described tract and the most northerly southwest corner of said Tract 1;

THENCE: S 88°42'43" E along an upper south line of said Tract 1, 766.95 ft. to an iron pin set for the northeast corner of the herein described tract and an interior corner of said Tract 1;

THENCE: S 0° 01' 08" E along a west line of said Tract 1, 821.62 ft. to an iron pin set for the most northerly southeast corner of the herein described tract and an interior corner of said Tract 1;

THENCE: N 86° 49' 37" W along a lower north line of said Tract 1 at 60.00 ft. pass an iron pipe for the most southerly northwest corner of said Tract 1 and the northeast corner of a called 1.500 acre tract now or formerly belonging to J. B. Lloyd and described in a deed at Volume 277, Page 145 of the Deed Records of Waller County, Texas and continuing with the said Lloyd north line to a total distance of 386.28 ft. to an iron pipe found at an existing fence corner for an interior corner of the herein described tract and the northwest corner of the said Lloyd Tract;

THENCE: S 3° 14' 02" W along the west line of the said Lloyd Tract, 200.14 ft. to an iron pipe found in the north right-of-way line of FM Highway 1488 for the most southerly southeast corner of the herein described tract and the southwest corner of the said Lloyd Tract;

THENCE: N 86° 49' 51" W along the north right-of-way line of FM Highway 1488, 241.65 ft. to an iron pin set for the southwest corner of the herein described tract and the southeast corner of another 14.6665 acre tract of land designated Tract 3 in said Treichel division;

THENCE: In a northerly direction along the east line of said Tract 3 the following calls:

1. N 08° 14' 04" W, 898.82 ft. to an iron pin for angle point;
2. N 00° 01' 08" W, 114.40 ft. to the POINT of BEGINNING, containing 14.6665 acres of land.

Less and Except:

BEING a 1.000 acre tract of land situated in the John Reese Survey A-242, Waller County, Texas, being part of a call 14.6665 acre tract of land designated as Tract No. 2 by partition deed dated June 12, 1987, to Mary Christine Treichel Chamberlain, recorded in Volume 409, Page 115, Deed Records, Waller County, Texas, said 1.000 acre being more particularly described by metes and bounds as follows:

BEGINNING at a ½ inch iron rod found at a fence corner post, an interior corner of a call 14.6665 acre tract of land designated as Tract 1 by partition deed dated June 12, 1987, to Richard Wayne Treichel recorded in Volume 409, Page 115, Deed Records Waller County, Texas, the northeast corner of said Tract 2 for the POINT OF BEGINNING and Northeast corner of the herein described tract; THENCE South 00 degrees 00 minutes 19 seconds East, along a west line of said Tract 1, a distance of 56.82 feet to a ½ inch iron rod set with a plastic identification cap for the southeast corner of the herein described tract; THENCE North 88 degrees 40 minutes 45 seconds West, a distance of 766.87 feet to a ½ inch iron rod set with a plastic identification cap in the east line of a call 14.6665 acre tract of land described by deed dated May 24, 1993, to Leonard Anton Treichel and wife, Gloria Treichel, recorded in Volume 479, Page 379, Deed Records, Waller County, Texas, for the southwest corner of the herein described tract;

THENCE North 00 degrees 01 minutes 24 seconds West, a distance of 56.82 feet to a ½ inch iron found for the upper southwest corner of said Tract 1, the northwest corner of Tract 2 for the northwest corner of the herein described tract;

THENCE South 88 degrees 40 minutes 45 seconds East, along the upper south line of said Tract 1, the north line of said Tract 2, a distance of 766.89 feet to the POINT OF BEGINNING, containing within these metes and bounds a 1.000 acre tract of land as surveyed by Robert McCay, Registered Professional Land Surveyor No. 4509, September 12, 2016.

LESS AND EXCEPT

All that certain lot, tract, or parcel of land, being part of the John Reece Survey, Abstract No. 242, Waller County, Texas, being part of that certain called 14.6665 acre tract described in a deed from Myrtle Pauline Treichel, et al to Mary Christine Treichel on June 12, 1987, recorded in Volume 409, Page 115, being part of that certain called 3.000 acre tract described in a deed from Myrtle Pauline Treichel to Christine Treichel Chamberlain on June 18, 1992, recorded in

Volume 468, Page 492 of the Deed Records of Waller County, Texas, being more completely described as follows, to-wit:

BEGINNING at a ½" iron rod (found) for the Southwest of the above mentioned 14.6665 acre tract, the Southeast corner of the Leonard Anton Treichel 14.6665 acre tract described in Volume 479, Page 379;

THENCE North 11 deg. 41 min. 33 sec. West with the common line of the 14.6665 acre tracts, a distance of 339.09 ft. to a ½" iron rod (set) for corner;

THENCE North 89 deg. 45 min. 45 sec. East a distance of 248.87 ft. to a ½" iron rod (set) for corner;

THENCE South 00 deg. 14 min. 15 sec. East a distance of 245.99 ft. to a ½" iron rod (set) for corner;

THENCE North 89 deg. 45 min. 45 sec. East, at 30.00 ft. pass a ½" iron rod (set) in the southerly West line of the above mentioned 3.000 acre tract, and continue a total distance of 60.11 ft. to a ½" iron rod (set) for corner in the southerly East line of the 14.6665 acre tract and 3.000 acre tract, the West line of the Fellowship At Field, Inc. 1.500 acre tract described in Volume 650, Page 508;

THENCE South 00 deg. 14 min. 15 sec. East with the West line of the 1.500 acre tract, the southerly East line of the 14.6665 acre tract and 3.000 acre tract, a distance of 86.00 ft. to a ½" iron rod (found) for the westerly Southeast corner of same, the Southwest corner of the 1.500 acre tract, in the North right of way of Farm to Market Highway No. 1488;

THENCE South 89 deg. 40 min. 53 sec. West with the North right of way of Farm to Market Highway No. 1488, the South line of the 14.6665 acre tract and 3.000 acre tract, at 30.11 ft. pass a ½" iron rod (found) for the easterly Southwest corner of same, and continue a total distance of 241.64 ft. to the place of beginning, containing 1.760 acres of land.

EXHIBIT "B"

BUYER PROPERTY

All that certain lot, tract, or parcel of land, being part of the John Reece Survey, Abstract No. 242, Waller County, Texas, being part of that certain called 14.6665 acre tract described in a deed from Myrtle Pauline Treichel, et al to Mary Christine Treichel on June 12, 1987, recorded in Volume 409, Page 115, being part of that certain called 3.000 acre tract described in a deed from Myrtle Pauline Treichel to Christine Treichel Chamberlain on June 18, 1992, recorded in Volume 468, Page 492 of the Deed Records of Waller County, Texas, being more completely described as follows, to-wit:

BEGINNING at a ½" iron rod (found) for the Southwest of the above mentioned 14.6665 acre tract, the Southeast corner of the Leonard Anton Treichel 14.6665 acre tract described in Volume 479, Page 379;

THENCE North 11 deg. 41 min. 33 sec. West with the common line of the 14.6665 acre tracts, a distance of 339.09 ft. to a ½" iron rod (set) for corner;

THENCE North 89 deg. 45 min. 45 sec. East a distance of 248.87 ft. to a ½" iron rod (set) for corner;

THENCE South 00 deg. 14 min. 15 sec. East a distance of 245.99 ft. to a ½" iron rod (set) for corner;

THENCE North 89 deg. 45 min. 45 sec. East, at 30.00 ft. pass a ½" iron rod (set) in the southerly West line of the above mentioned 3.000 acre tract, and continue a total distance of 60.11 ft. to a ½" iron rod (set) for corner in the southerly East line of the 14.6665 acre tract and 3.000 acre tract, the West line of the Fellowship At Field, Inc. 1.500 acre tract described in Volume 650, Page 508;

THENCE South 00 deg. 14 min. 15 sec. East with the West line of the 1.500 acre tract, the southerly East line of the 14.6665 acre tract and 3.000 acre tract, a distance of 86.00 ft. to a ½" iron rod (found) for the westerly Southeast corner of same, the Southwest corner of the 1.500 acre tract, in the North right of way of Farm to Market Highway No. 1488;

THENCE South 89 deg. 40 min. 53 sec. West with the North right of way of Farm to Market Highway No. 1488, the South line of the 14.6665 acre tract and 3.000 acre tract, at 30.11 ft. pass a ½" iron rod (found) for the easterly Southwest corner of same, and continue a total distance of 241.64 ft. to the place of beginning, containing 1.760 acres of land.

EXHIBIT "C"
DESCRIPTION OF ACCESS EASEMENT

BEGINNING at the westerly Southeast corner of the above mentioned 14.6665 acre tract and 3.000 acre tract, the Southwest corner of the Fellowship At Field 1.500 acre tract described in Volume 650, Page 508, in the North right of way of Farm to Market Highway No. 1488;

THENCE South 89 deg. 40 min. 53 sec. West with the North right of way of Farm to Market Highway No. 1488, the South line of the 14.6665 acre tract and 3.000 acre tract, at 30.11 ft. pass a ½" iron rod (found) for the easterly Southwest corner of same, and continue a total distance of 60.11 ft. to a corner;

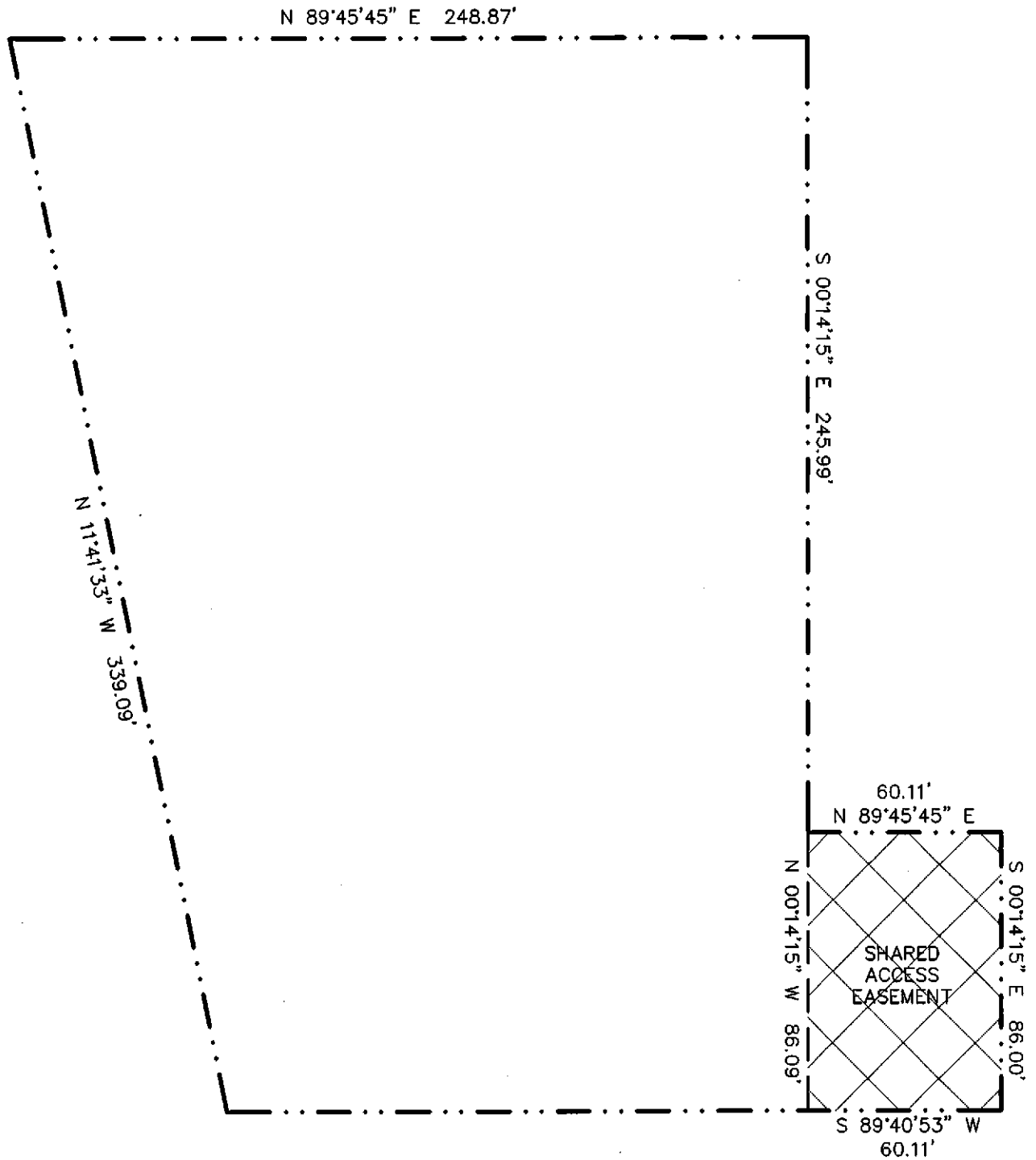
THENCE North 00 deg. 14 min. 15 sec. West, a distance of 86.09 ft. to a ½" iron rod (set) for corner;

THENCE North 89 deg. 45 min. 45 sec. East, at 30.00 ft. pass a ½" iron rod (set) in the southerly West line of the 3.000 acre tract, and continue a total distance of 60.11 ft. to a ½" iron rod (set) for corner in the southerly East line of the 14.6665 acre tract and 3.000 acre tract, the West line of the 1.500 acre tract;

THENCE South 00 deg. 14 min. 15 sec. East with the West line of the 1.500 acre tract, the southerly East line of the 14.6665 acre tract and 3.000 acre tract, a distance of 86.00 ft. to the place of beginning, containing 0.119 of an acre of land.

EXHIBIT "C-1"
DEPICTION OF ACCESS EASEMENT

EXHIBIT C-1: SHARED ACCESS EASEMENT



FARM TO MARKET 1488

FILED AND RECORDED

Instrument Number: 1810066

Filing and Recording Date: 12/21/2018 12:04:58 PM Pages: 14 Recording Fee: \$64.00

I hereby certify that this instrument was FILED on the date and time stamped hereon by me and was duly RECORDED in the OFFICIAL PUBLIC RECORDS of Waller County,



A handwritten signature in cursive script that reads "Debbie Hollan".

Debbie Hollan, County Clerk
Waller County, Texas

ANY PROVISION CONTAINED IN ANY DOCUMENT WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR IS INVALID UNDER FEDERAL LAW AND IS UNENFORCEABLE.

simplifile, Deputy

Returned To:
REPUBLIC TITLE OF TEXAS, INC.
2626 HOWELL STREET, 10TH FLOOR
DALLAS, TX 75204