

TERMINATION AND RELEASE OF EASEMENT

THIS TERMINATION AND RELEASE OF EASEMENT (this "**Termination**") is made as of December 10th, 2025 by the City of Snyder, Texas, a municipal body politic of the State of Texas ("**Grantee**").

RECITALS

A. Bison Country Housing LP, a Texas limited partnership ("**Grantor**") is the owner of that certain real property located in Snyder, Scurry County, Texas, as more particularly described on Exhibit A attached hereto (the "**Property**").

B. Grantee is the holder of an easement and right of way (the "**Easement**") over a portion of the Property, granted to Grantee for the purpose of constructing, maintaining and repairing underground sewer pipelines and/or mains pursuant to that certain Easement dated December 5, 1956 and recorded December 27, 1956 at Book 190, Page 463 in the Deed Records of Scurry County, Texas, as more particularly described on Exhibit B attached hereto (the "**Easement Area**").

C. The Easement runs across the Property, but no sewer or other utility lines were constructed within the Easement Area.

D. Grantee desires to execute and record this Termination in order to terminate and release the Easement of record pursuant to the terms and conditions contained herein.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration set forth herein and in the Agreement, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Termination and Release of Easement. The Easement is hereby terminated and released by Grantee and shall be of no further force and effect as of the date of this Termination (the "**Termination Date**").

2. Further Assurances. The parties hereto each agree to execute and deliver such further documents and to do such other acts and things as may be reasonably necessary in order to effectuate the purpose of this Termination.

3. Severability. This Termination shall be binding upon the parties hereto and their successors and assigns.

4. Governing Law. This Termination shall be governed by, and construed in accordance with the laws of the State of Texas.

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EXHIBIT A

Legal Description of the Property

All of the Villages of Snyder Addition as dedicated on Plat filed of record on February 17, 2010, in Cabinet "B", Slides 23 and 24, Plat Records, Scurry County, Texas, being more particularly described as follows:

Being a 15.356 acre tract of land situated in the T.N. Nunn Survey, Abstract No. 559, Section 154, Block 3, H&GN R.R. Co., City of Snyder, Scurry County, Texas, said tract being all of Villages of Snyder Addition, as recorded in Cabinet B, Slide 23, Plat Records Scurry County, Texas (P.R.S.C.T.), said tract being more particularly described as follows:

BEGINNING at 1/2-inch found iron rod with a cap stamped "3690" for the southeast corner of said Villages of Snyder Addition and the southwest corner of a tract of land described in deed to Remigio Medina, as recorded in Volume 570, Page 852, D.R.S.C.T., said corner being on the north right-of-way line of 37th Street (F.M. 1605);

THENCE North 88 degrees 53 minutes 12 seconds West, along said north right-of-way line, a distance of 100.00 feet to a 1/2-inch found iron rod with cap stamped "RPLS 5439" (hereinafter referred to as "with cap") for the southwest corner of said Villages of Snyder Addition;

THENCE North 01 degrees 06 minutes 48 seconds East, departing said north right-of-way line and along the west line of said Villages of Snyder Addition, a distance of 218.36 feet to a 1/2-inch found iron rod with cap for corner;

THENCE North 88 degrees 53 minutes 12 seconds West, a distance of 293.29 feet to a 1/2-inch found iron rod with cap for an ell corner of said Villages of Snyder Addition, said corner being on the east line of a tract of land described in deed to The City of Snyder, as recorded in Volume 343, Page 435, D.R.S.C.T.;

THENCE North 00 degrees 49 minutes 34 seconds East, along the west line of said Villages of Snyder Addition, passing at a distance of 45.14 feet the northeast corner of said City of Snyder tract, continuing a total distance of 176.04 feet to a 1/2-inch found iron rod with cap for an ell corner of said Villages of Snyder Addition;

THENCE North 88 degrees 53 minutes 12 seconds West, along said Villages of Snyder Addition, a distance of 275.76 feet to a 1/2-inch found iron rod with cap for an ell corner of said Villages of Snyder Addition, said corner being on the east right-of-way line of Avenue L (30" R.O.W.);

THENCE North 00 degrees 29 minutes 41 seconds East, along said east right-of-way line, a distance of 314.67 feet to a 1/2-inch found iron rod with cap for an ell corner of said Villages of Snyder Addition, said corner being the southwest corner of a tract of land described in deed to Debra Sue Davis, as recorded in Volume 313, Page 293, D.R.S.C.T.;

THENCE South 89 degrees 16 minutes 08 seconds East, departing said east right-of-way line, along the north line of said Villages of Snyder Addition and the south line of said Davis tract, a distance of 131.11 feet to a 1/2-inch found iron rod with cap for an ell corner of said Villages of Snyder Addition and the southeast corner of said Davis tract;

THENCE North 00 degrees 43 minutes 52 seconds East, along the west line of said Villages of Snyder Addition and the east line of said Davis tract, a distance of 80.00 feet to an ell corner of said Villages of Snyder Addition and the northeast corner of said Davis tract, said corner being on the south line of First Tract of land described in deed to Faye Lee Clay, as recorded in Volume 83, Page 642, D.R.S.C.T.;

THENCE South 89 degrees 16 minutes 08 seconds East, along the north line of said Villages of Snyder Addition and the south line of said Clay tract, a distance of 24.11 feet to a 1/2-inch found iron rod with cap for an ell corner of said Villages of Snyder Addition and the southeast corner of said Clay tract;

THENCE North 40 degrees 25 minutes 45 seconds West, along the west line of said Villages of Snyder Addition, a distance of 237.45 feet to a 1/2-inch found iron rod with cap for corner on the aforementioned east right-of-way line of Avenue L;

THENCE North 00 degrees 29 minutes 41 seconds East, along said east right-of-way line, a distance of 152.66 feet to a 1/2-inch found iron rod with cap for the most westerly northwest corner of said Villages of Snyder Addition, said corner being on a circular curve to the right, having a radius of 5779.60 feet and whose chord bears South 40 degrees 25 minutes 45 seconds East, a distance of 58.93 feet;

THENCE Southeast, along said Villages of Snyder Addition and said curve to the right, through a central angle of 00 degrees 35 minutes 03 seconds, an arc distance of 58.93 feet to the end of said curve;

THENCE South 40 degrees 25 minutes 45 seconds East, along said Villages of Snyder Addition, a distance of 86.64 feet to a 1/2-inch found iron rod with cap for corner;

THENCE North 00 degrees 18 minutes 11 seconds West, along the west line of said Villages of Snyder Addition, a distance of 139.03 feet to a 1/2-inch found iron rod with cap for the most northerly northwest corner of said Villages of Snyder Addition, said corner being on the south right-of-way line of 34th Street (60' R.O.W.);

THENCE South 89 degrees 43 minutes 46 seconds East, along said south right-of-way line, a distance of 560.00 feet to a 1/2-inch found iron rod with cap for the most northerly northeast corner of said Villages of Snyder Addition, said corner at the intersection of said south right-of-way line and the west right-of-way line of Avenue J (60' R.O.W.);

THENCE South 00 degrees 16 minutes 14 seconds West, along said west right-of-way line, a distance of 360.00 feet to a 3/8-inch found iron rod for corner on the south right-of-way line of 35th Street (60' R.O.W.);

THENCE South 89 degrees 43 minutes 46 seconds East, along said south right-of-way line, a distance of 359.54 feet to a 1/2-inch found iron rod with cap for the most easterly northeast corner of said Villages of Snyder Addition, said corner at the intersection of said south right-of-way line and the west right-of-way line of Avenue J (60' R.O.W.);

THENCE South 00 degrees 16 minutes 14 seconds West, along said west right-of-way line, a distance of 181.23 feet to a 1/2-inch found iron rod with cap for an ell corner of said Villages of Snyder Addition;

THENCE North 89 degrees 43 minutes 46 seconds West, along said south line of said Villages of Snyder Addition, a distance of 120.23 feet to a 3/8-inch found iron rod for an ell corner of said Villages of Snyder Addition, said corner being on the west line of a tract of land described in deed to Mark Lynn Holdren and Kathy Lynn Holdren, as recorded in Volume 409, Page 336, D.R.S.C.T.;

THENCE South 35 degrees 14 minutes 24 seconds West, along the east line of said Villages of Snyder Addition and the west line of said Holdren tract, a distance of 352.77 feet to a 1/2-inch found iron rod with cap stamped "3690" for corner;

THENCE South 40 degrees 09 minutes 18 seconds East, along the east line of said Villages of Snyder Addition and the west line of said Holdren tract, a distance of 102.94 feet to a 1/2-inch found iron rod with cap stamped "3690" for the northeast corner of the aforementioned Medina tract;

THENCE South 49 degrees 37 minutes 06 seconds West, along the east line of said Villages of Snyder Addition and the north line of said Medina tract, a distance of 123.49 feet to a 1/2-inch found iron rod with cap stamped "3690" for the northwest corner of said Medina tract;

THENCE South 01 degrees 06 minutes 48 seconds West, along the east line of said Villages of Snyder Addition and the west line of said Medina tract, a distance of 169.86 feet to the POINT OF BEGINNING AND CONTAINING 668.912 square feet or 15.356 acres of land more or less.

SAVE AND EXCEPT:

Description of a 0.247 Acre Tract of land being a part of the Villages of Snyder Addition as recorded by plat in Cabinet "B", Slide 23, Plat Records of Scurry County, Texas, said 0.247 acres being more particularly described as follows:

Beginning at a 1/2" Iron Rod/cap marked "STEWART SURVEYING" set in the east line of Avenue "L" for the south corner of this tract and being in a west line of said Villages of Snyder Addition, from which point a 1/2" iron Rod found for the most westerly southwest corner of this Addition bears S 00°30'53"W a distance of 192.59 feet;

Thence N 00°30'53"E along the west line of this tract and east line of Avenue "L" for a distance of 122.08 feet to a 1/2" Iron Rod found for the northwest corner of this tract and being the southwest corner of a tract of land conveyed to Debra Sue Davis by deed recorded in Volume 343, Page 293, Deed Records of Scurry County, Texas;

Thence S 89°16'20"E along a north line of this tract and being the south line of said Debra Sue Davis Tract for a distance of 131.16 feet to a 1/2" Iron Rod/cap marked "STEWART SURVEYING" found for the southeast corner of said Davis Tract and being a corner of this tract;

Thence N 00°43'52"E along a west line of this tract and being the east line of said Davis Tract for a distance of 80.00 feet to a point for the northeast corner of said Davis Tract and being a corner this tract;

Thence S 89°16'08"E along a north line of this tract and being the south line of a tract of land conveyed to Faye Lee Clay by deed recorded in Volume 83, Page 642, Deed Records of Scurry County, Texas for a distance of 24.11 feet to a 1/2" Iron Rod found for a corner of this tract and being the southeast corner of said Clay Tract;

Thence S 40°26'44"E along a northeast line of this tract for a distance of 44.43 feet to a 1/2" Iron Rod/cap marked "STEWART SURVEYING" set for a southeast corner of this tract;

Thence S 48°13'58"W along the southeast line of this tract for a distance of 249.64 feet to the place of beginning.

EXHIBIT B

Easement Area

The easement and right of way hereby granted covers a strip of land 10 feet in width over and across the above described land, particularly described by metes and bounds as follows:

A strip of land 10 feet in width by approximately 283.1 feet in length across the Northwest corner of that certain tract of land located in the Southeast one-fourth of Section 154, Block 3, H&GN Ry Co Survey which was conveyed by M. A. Fuller et al to Sweetwater Cotton Oil Company and described as "Tenth Tract" in deed dated June 29, 1943 and recorded in Vol. 81 Page 154, Deed Records, Scurry County, Texas. The center line of said 10 foot strip being described as follows:

Beginning in the North line of the said tract conveyed by Fuller to Sweetwater Cotton Oil Company to a point which is South 20.0 ft and East 13.6 ft from the Southeast corner of Block 45 of the T. N. Nunn Second Addition to the City of Snyder, said point also being approximately 230 ft East of the Northwest corner of the tract conveyed by Fuller to Sweetwater Cotton Oil Company;

Thence South, parallel to the projection of the West line of Avenue J in the Nunn Addition, a distance of 283.1 feet to a point in the Northeasterly right of way line of the Roscoe, Snyder and Pacific Railroad.

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the day and year first written above.

GRANTEE:

CITY OF SNYDER, TEXAS,
a municipal body politic of the state of Texas

By: [Signature]
Name: Eli Torres
Title: City Manager

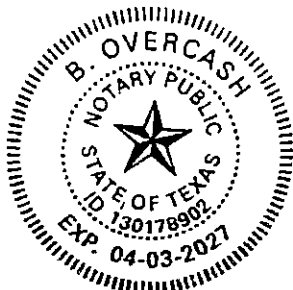
ACKNOWLEDGMENT

STATE OF TEXAS)
) SS.
COUNTY OF SCURRY)

On this 10th day of December, 2025, before me, the undersigned, a Notary Public in and for said State, personally appeared Eli Torres, as City Manager of the City of Snyder, Texas, a municipal body politic of the state of Texas, to me personally known to be the persons described in and who executed the foregoing instrument, and acknowledged that said persons executed the same on behalf of the City of Snyder, Texas.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal in the County and State aforesaid on the day and year last above written.

(SEAL)



[Signature]
Signature
Brad Overcash Notary Public
Print Name

VILLAGES AT SNYDER EASEMENT AGREEMENT

THIS VILLAGES AT SNYDER EASEMENT AGREEMENT (this "**Agreement**") is entered into as of December 8, 2025 (the "**Effective Date**"), by and between Bison Country Housing LP, a Texas limited partnership ("**Bison**"), the City of Snyder, Texas, a municipal body politic of the State of Texas (the "**City**"), and Ranch Estates at Snyder, LLC, a Texas limited liability company ("**Ranch Estates**").

RECITALS

A. Bison is the owner of that certain real property located in Snyder, Scurry County, Texas, commonly known as the Villages at Snyder (the "**Property**").

B. The City is the holder of an easement and right of way over a portion the Property (the "**Easement Area**"), granted to the City for the purpose of constructing, maintaining and repairing underground sewer pipelines and/or mains pursuant to that certain Easement dated December 5, 1956 and recorded December 27, 1956 at Book 190, Page 463 in the Deed Records of Scurry County, Texas, a copy of which is attached hereto as Exhibit A (the "**Easement**").

C. The Easement runs across the Property, but no sewer or other utility lines were ever constructed within the Easement Area.

D. The approximate location of the midline of the existing sewer pipelines constructed by the City is depicted on Exhibit B attached hereto (the "**Sewer Location**").

E. Ranch Estates and Bison are parties to a real estate purchase agreement, pursuant to which Bison is expected to sell to Ranch Estates, and Ranch Estates is expected to purchase from Bison, the Property (the "**Transaction**").

F. As a condition to the closing of the Transaction, Ranch Estates requires that the Easement be terminated of record.

G. As a condition to the termination of the Easement, the City requires that a new easement (the "**New Easement**"), covering the Sewer Location, be granted to the City.

H. The parties have agreed that, pursuant to the terms and conditions set forth in this Agreement, the City will terminate the Easement prior to the closing of the Transaction and that the parties will promptly initiate the process of surveying and documenting the New Easement with respect to the Sewer Location.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration as set forth in this Agreement, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Termination of Easement.** On the Effective Date, an authorized officer of the City shall execute in the presence of a duly licensed notary public a termination and release of easement agreement with respect to the Easement in substantially the form of Exhibit C, attached hereto and

incorporated herein by this reference (the "**Termination Agreement**"). Within one (1) business day following execution of the Termination Agreement, the City shall mail an original version of the Termination Agreement via overnight trackable delivery service to: Lathrop GPM LLP, Attn: Rachel Orr, 2345 Grand Blvd., Suite 2200, Kansas City, MO 64108.

2. **New Easement.** Within ten (10) business days following the Effective Date, Ranch Estates, at its sole cost and expense, shall cause a registered professional land surveyor (the "**Surveyor**") to prepare a legal description for the New Easement (the "**Updated Easement Legal**"). The Updated Easement Legal shall be no wider than five (5) feet on either side of the midline of the Sewer Location. The City shall have no liability for the cost or expense associated with engaging the Surveyor or obtaining the Updated Easement Legal. The New Easement shall be in substantially the form of Exhibit D, attached hereto and incorporated herein by this reference (the "**New Easement Agreement**"). The New Easement Agreement will be executed and delivered by either Bison or Ranch Estates, depending on which entity holds fee title to the Property on the date of execution of the New Easement Agreement in accordance with this Agreement (such entity, the "**Fee Owner**"). Within ten (10) days following receipt of the Updated Easement Legal from the Surveyor, the Fee Owner will provide the Updated Easement Legal to the City for its review and approval (the "**City Approval**"). The City's review and approval of the Updated Easement Legal shall be at its sole cost and expense. Within ten (10) business days following receipt of the City Approval by the Fee Owner, the Fee Owner will execute the New Easement Agreement in the presence of a duly licensed notary public and mail an original version of the New Easement Agreement via overnight trackable delivery service to: The City of Snyder, Attn: Kelly Hartman, PO Box 1341, Snyder, Scurry County, Texas 79549. Thereafter, the City shall cause the New Easement Agreement to be filed with the Deed Records in the office of the Scurry County Clerk.

3. **Costs and Expenses.** Except as expressly provided herein, each party shall be liable for their own costs, fees (including attorneys' fees), and expenses relating to this Agreement or the transactions contemplated by this Agreement.

4. **Authority.** The parties hereto each represent and warrant to each other that the individual executing this Agreement on behalf of such party possesses all necessary power and authority to execute this Agreement on behalf of such party, to obligate such party to perform in accordance with this Agreement, and bind such party to this Agreement.

5. **Further Assurances.** The parties hereto each agree to execute and deliver such further documents and to do such other acts and things as may be reasonably necessary in order to effectuate the purpose of this Termination Agreement.

6. **Severability.** This Termination Agreement shall be binding upon the parties hereto and their successors and assigns.

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

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first written above.

CITY:

CITY OF SNYDER, TEXAS,
a municipal body politic of the state of
Texas

By: 

Name: ~~Eli Torres~~

Title: ~~City Manager~~

[Villages at Snyder Easement Agreement – Signatures continue on the following page]

BISON:

BISON COUNTRY HOUSING LP,
a Texas limited partnership

By: Newlife Alliance, f/k/a Newlife Housing
Foundation, a non-profit Texas
corporation, its co-general partner,

By: DocuSigned by:
Cliff Snyder
MA193074114DD0
Cliff Snyder, President

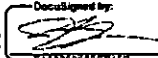
By: Duval Construction Specialties, Inc., a
Texas corporation, its co-general
partner

By: DocuSigned by:
Jay Collins
EA33068E824A
Jay Collins, President

[Villages at Snyder Easement Agreement – Signatures continue on the following page]

RANCH ESTATES:

RANCH ESTATES OF SNYDER, LLC,
a Texas limited liability company

By: 

Name: Joseph F. Biggins

Title: Manager

[Villages at Snyder Easement Agreement]

EXHIBIT A
Easement

[see attached]

R-4958

463

EASEMENT

THE STATE OF TEXAS }

COUNTY OF SCURRY }

The undersigned, owner of the hereinafter described tract of land, for and in consideration of the sum of One Dollar (\$1.00) in hand paid, receipt of which is hereby acknowledged, have this day bargained and sold, and by these presents do bargain, sell, convey, transfer and deliver unto The City of Snyder, a permanent easement and right of way, including the perpetual right to enter upon the real estate hereinafter described, at any time that it may see fit and construct, maintain and repair underground pipelines and/or mains for the purpose of conveying sewage over, across, through and under the lands hereinafter described, together with the right to excavate and refill ditches and/or trenches for the location of said pipelines and/or mains and the further right to remove trees, bushes, undergrowth, and other obstructions interfering with the location, construction and maintenance of said pipelines and/or mains.

The easement and right of way hereby granted covers a strip of land 10 feet in width over and across the above described land, particularly described by metes and bounds as follows:

A strip of land 10 feet in width by approximately 283.1 feet in length across the Northwest corner of that certain tract of land located in the Southeast one-fourth of Section 154, Block 3, H&GN Ry Co Survey which was conveyed by M. A. Fuller et al to Sweetwater Cotton Oil Company and described as "Tenth Tract" in deed dated June 29, 1943 and recorded in Vol. 81 Page 154, Deed Records, Scurry County, Texas. The center line of said 10 foot strip being described as follows:

Beginning in the North line of the said tract conveyed by Fuller to Sweetwater Cotton Oil Company to a point which is South 20.0 ft and East 13.6 ft from the Southeast corner of Block 45 of the T. N. Nunn Second Addition to the City of Snyder, said point also being approximately 230 ft East of the Northwest corner of the tract conveyed by Fuller to Sweetwater Cotton Oil Company;

Thence South, parallel to the projection of the West line of Avenue J in the Nunn Addition, a distance of 283.1 feet to a point in the Northeasterly right of way line of the Roscoe, Snyder and Pacific Railroad.

IN TESTIMONY WHEREOF the undersigned has caused these presents to be executed by its proper officials and its corporate seal hereunto affixed, this the 5 day of December, A. D. 1956.



Sweetwater Cotton Oil Co.
John J. [Signature]
 Vice Pres.

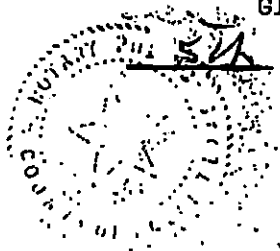
464 THE STATE OF TEXAS :

COUNTY OF :

BEFORE ME, the undersigned authority, a Notary Public
in and for said County and State on this day personally
appeared PETER FOX

known to me to be the person and officer whose name is
subscribed to the foregoing instrument and acknowledged to me
that the same was the act of the said Bonhomen
Crum Oil Co. a corporation, and
that he executed the same as the act of such corporation for
the purposes and consideration therein expressed, and in the
capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the
5th day of December, A. D. 1956.



Jacob B. Embury - JNO. B. EMBURY
NOTARY PUBLIC IN AND FOR
COUNTY, TEXAS

Filed for Record 26 day of December A.D. 1956, at 10:22 A.M.
Recorded 27 day of December A. D. 1956, at 10:00 A.M.

DAN COTTON, County Clerk, Scurry County, Texas

By James Waters Deputy

EXHIBIT B

Sewer Location

The Sewer Location is indicated by the solid green line depicted below:

