

UTILITY EASEMENT
(Rancho Escondido)

Rancho Escondido Community Improvement Association, Inc. (RECIA), a Texas nonprofit corporation (together with its successors and assigns, "Grantor"), for and in consideration of the sum of Ten Dollars (\$10.00), hereby grants, sells and conveys unto Tachus Infrastructure, LLC, a Delaware limited liability company (together with its successors and assigns, "Grantee"), a perpetual easement in gross and right-of-way to lay, construct, maintain, upgrade, inspect, operate, protect, repair, replace and relocate (but only within the Easement Area, hereinafter defined) a broadband communications system consisting of wires, underground conduits, cables, pedestals, vaults, ground enclosures, markers, concrete pads and other appurtenant fixtures and equipment necessary or useful for distributing broadband services and other like communications (collectively, the "Facilities") in, on, over, under, across and along a portion (the "Easement Area") of that certain real property located in the County of Montgomery, State of Texas (the "Property"), which Property consists of the subdivision(s) described on Exhibit A attached hereto and incorporated herein by reference. Grantee shall install the Facilities within the existing rights-of-way and utility easement areas established in and for the Property, as the same are reflected on the maps or plats for the Property (the "Easement Area"). Grantee agrees that all Facilities shall be installed below or flush with ground level.

Grantor agrees that the Facilities shall be and remain the personal property of Grantee and may not be altered, obstructed or removed without the express written consent of Grantee. Notwithstanding this provision, if Grantee's use of the Facilities ceases for more than two (2) years for any reasons (including, but not limited to: bankruptcy, dissolution of company, change in technology, etc.), then Grantor has the right to remove the Facilities to clear out space in the Easement Area after providing Grantee ninety (90) days' prior written notice of Grantor's intent to so remove the Facilities from the Easement Area. Subject to the rights granted to Grantee herein, Grantor reserves the right to the use and enjoyment of the surface of the Easement Area for any and all purposes; provided that such use and enjoyment of the surface of the Easement Area will not unreasonably impair, interfere with, obstruct or restrict the full and complete use and enjoyment of the Easement Area by Grantee for the purposes set forth herein. Notwithstanding anything herein to the contrary, Grantor will not, without the prior written consent of Grantee, plant or locate any trees, deep rooted vegetation or deep-rooted shrubs within the Easement Area or change the grade over the Facilities constructed under the Easement Area. Grantee accepts the Easement Area in its current condition and acknowledges there may be existing trees, vegetation and shrubs already present. Grantee, and its, agents and employees, shall have the reasonable right to trim trees and/or roots which may endanger or interfere with the Facilities, but shall return the above-ground portions of the Easement Area and any surrounding area adversely affected by Grantee's or its agents' activities thereon substantially to its prior condition. Grantee shall indemnify and hold Grantor harmless for third-party claims for property damage that Grantee, its agents and employees cause during the installation of the Facilities in or around the Easement Area.

Grantor represents to Grantee that Grantor has the authority to grant this Utility Easement and this Utility Easement will not violate the property rights or interests of any other person or entity. Grantee may not assign its rights hereunder without Grantor's prior written consent, but such consent shall not be unreasonably withheld, conditioned or delayed.

TO HAVE AND TO HOLD the Easement Area, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee, forever, and Grantor does hereby bind itself and its successors, assigns, and legal representatives, to fully warrant and forever defend all and singular the Easement Area and rights unto said Grantee against every person whomsoever lawfully claiming or to claim the same or any part thereof.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, Grantor has caused this Utility Easement to be executed by its duly authorized representative, effective as of MAY 27, 2022.

GRANTOR:

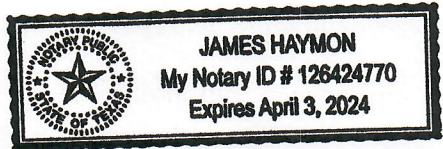
Rancho Escondido Community Improvement Association, Inc.,
a Texas nonprofit corporation

By: [Signature]
Name: ALAN D. LEITKO
Title: PRESIDENT R.E.C.I.A.

THE STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on this 27 day of MAY, 2022, by ALAN LEITKO, PRESIDENT of Rancho Escondido Community Improvement Association, Inc., a Texas nonprofit corporation, on behalf of said nonprofit corporation.

(NOTARY SEAL)



[Signature]
Notary Public, State of Texas

EXHIBIT A

The Property consists of the below subdivisions of real property located in Montgomery County, Texas, according to the maps or plats thereof recorded in the official Map Records of Montgomery County, Texas.

Subdivision Name	Map or Plat Recording Information		
	Cabinet	Sheets	Clerk's File No.
Rancho Escondido	C	72A - 72B	8001235
Rancho Escondido Partial Replat No 1	Z	4117 - 4118	2016071938
Rancho Escondido Section 2	C	166B - 167A	8129250
Rancho Escondido Section 2 Partial Replat No. 1	Z	5400 - 5401; 5749 - 5750	2018109835; 2019030987