

ROADWAY EASEMENT

I. WHEREAS, TIMBER CREEK SALES LLC (Grantor) is the legal owner of a fee interest of certain real properties located in McIntosh County, Oklahoma, and described in the attached Exhibit A (herein referred to as the 'Drive '); and,

II. WHEREAS, the adjoining landowners, their successors and assigns will be invited to utilize said Drive for access to Tracts 1 through 16 as identified by Surveys recorded In Book 0772, Pages 354 to 369, with the McIntosh County Clerk; and

III. WHEREAS grantor wishes to provide for access to promote adequate emergency response and fire protection, to minimize future maintenance expenditures, and to help ensure the proper traffic safety of the residents of said Tracts; and

NOW, THEREFORE, for and in consideration of the premises, the mutual covenants and agreements contained herein and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows: 1. Grant of Access Easement. Grantor hereby grants to the adjoining land owners , including but not limited to Tracts 1 through 16, their successors and assigns, and their agents, employees, designees, licensees, tenants, lessees, invitees, customers, contractors and suppliers (collectively, the "Grantee Parties"), a perpetual, free of charge, nonexclusive easement, license, right and privilege in, to, on, over, under, along and across the Drive, including for vehicular, pedestrian, utility, and emergency access. 3. Maintenance. Grantees shall maintain and repair (or cause to be maintained and repaired), the Drive in good repair such that vehicular, pedestrian and emergency access is not impaired. No walls, fences, dumpsters, parking areas, signs or barriers of any sort or nature shall be constructed or erected on or over the Drive, and shall not be constructed within the Roadway Easement. The Grantor agrees not to block, restrict or otherwise prohibit access over, through or across the Drive or permit the Drive to be blocked, restricted, or otherwise permit access to be prohibited over, through or across the Drive.

This Agreement shall not be amended, modified, or terminated and no waiver of any provision hereof shall be effective unless set forth in a written instrument executed with the same formality as this Agreement.

Binding Effect. This Agreement extends to and is binding upon the parties and their respective heirs, personal representatives, successors and assigns.

Executed this 25th day of April, 2025

JUDY CAFFEY, Managing Partner

Grantor (Print Name)

By: Timber Creek Sales LLC

Judy Caffey
Signature Grantor

State of Arizona County of Mohave

The foregoing instrument was acknowledged before me on this 25 day of April, 2025

by Judy Caffey

Jocelyn Mera
Notary Public Signature



JOCELYN MERAZ
Notary Public - Arizona
Mohave County
Commission #675216
My Comm. Expires November 7, 2028

Christopher LeGagnoux
Grantee (Print Name)

By: Christopher LeGagnoux

(X) Chris LeGagnoux
Signature Grantee

INDIVIDUAL ACKNOWLEDGEMENT

New York
(X) STATE OF OKLAHOMA }
Dutchess } ss
COUNTY OF MCINTOSH }

Before me, the undersigned, a Notary Public in and for said County and State, on this 5 day of May, 2025, personally appeared Christopher LeGagnoux, to me known to be the identical person(s) who executed the foregoing grant of easement and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth. WITNESS my hand and seal the day and year last above written.

My Commission # 01GU0021398
Expires 02-22-2028

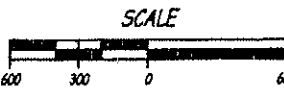
Cori Guagenti
Notary Public

(CALIFORNIA NOTARY FOR CAFFEY ATTACHED)

CORI GUAGENTI
Notary Public - State of New York
No. 01GU0021398
Qualified in Dutchess County
My Comm. Expires Feb. 22, 2028

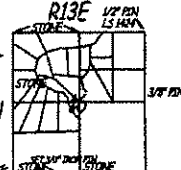
PERRY SURVEYING LLC
P.O. BOX 1302
MCALISTER, OK 74502
PH 918-426-4758
FAX 918 426-0685

FENCE
ELEC UNDERGROUND
SAN. SEW.
WATER LINE
GAS LINE
TEL. LINE
 ① WATER METER
② GAS METER
 ③ TEL. PED.
④ ELEC. PED.

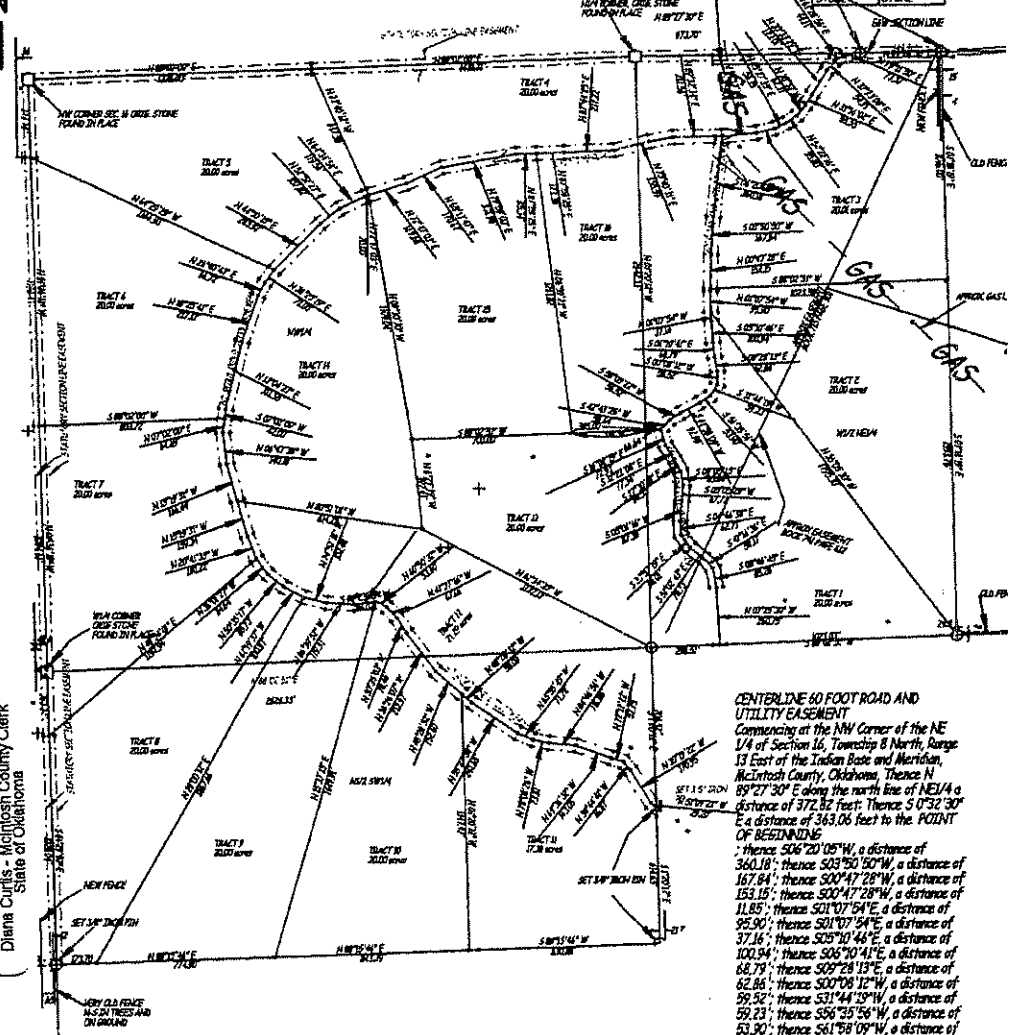


NOTE: BEARINGS ARE GRID
BASED ON NAD 83-93 HARN
DATUM

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I-2007-168730 Book 0773 Pg: 370
 05/02/2007 8:51 am Pg 0354-0370
 Fee: \$ 45.00 Doc: \$ 0.00
 Diana Curtis - McIntosh County Clerk
 State of Oklahoma



CENTERLINE 60 FOOT ROAD AND
 UTILITY EASEMENT
 Commencing at the NW Corner of the NE
 1/4 of Section 16, Township 8 North, Range
 13 East of the Indian Base and Meridian,
 McIntosh County, Oklahoma, Thence N
 89°27'30" E along the north line of NE 1/4 a
 distance of 372.82 feet; Thence S 0°32'30"
 E a distance of 363.06 feet to the POINT
 OF BEGINNING:
 thence S 06°22'09" W, a distance of
 340.10; thence S 03°50'50" W, a distance of
 167.84; thence S 00°47'28" W, a distance of
 153.15; thence S 00°47'28" W, a distance of
 11.85; thence S 01°07'54" E, a distance of
 95.90; thence S 01°07'54" E, a distance of
 37.16; thence S 05°10'48" E, a distance of
 100.94; thence S 06°10'41" E, a distance of
 68.79; thence S 09°28'13" E, a distance of
 62.86; thence S 00°08'12" W, a distance of
 99.52; thence S 31°44'19" W, a distance of
 59.23; thence S 06°35'56" W, a distance of
 53.30; thence S 61°58'09" W, a distance of
 92.38; thence S 58°03'22" W, a distance of
 56.52; thence S 42°43'28" W, a distance of
 59.64; thence S 35°02'19" E, a distance of
 72.53; thence S 31°22'08" E, a distance of
 77.34; thence S 27°30'18" E, a distance of
 56.53; thence S 09°05'19" E, a distance of
 63.86; thence S 05°05'28" W, a distance of
 67.77; thence S 05°01'16" W, a distance of
 87.39; thence S 04°46'34" E, a distance of
 62.71; thence S 33°57'19" E, a distance of
 68.01; thence S 51°02'43" E, a distance of
 78.73; thence S 41°16'36" E, a distance of
 58.17; thence S 08°46'45" E, a distance of
 85.28.

centerline 60 foot road and utility easement
 Commencing at the NE Corner of the NW 1/4 NE 1/4; Thence S 89°27'30" W a distance of 349.32 feet to the POINT OF BEGINNING:
 thence S 79°11'30" W, a distance of 73.57; thence S 61°28'56" W, a distance of 44.11; thence S 57°23'08" W, a distance of 54.51;
 thence S 30°33'29" W, a distance of 123.01; thence S 31°16'02" W, a distance of 55.55; thence S 38°53'18" W, a distance of 62.51;
 thence S 54°22'16" W, a distance of 55.80; thence S 65°17'35" W, a distance of 56.15; thence S 74°55'04" W, a distance of 78.05;
 thence S 84°77'17" W, a distance of 150.80; thence S 89°32'34" W, a distance of 211.56; thence S 79°54'18" W, a distance of 107.94;
 thence S 75°40'31" W, a distance of 153.59; thence S 87°44'25" W, a distance of 217.22; thence S 87°58'28" W, a distance of 123.38;
 thence S 87°58'28" W, a distance of 85.34; thence S 79°59'00" W, a distance of 331.98; thence S 68°13'47" W, a distance of 170.67;
 thence S 72°47'03" W, a distance of 20.00; thence S 64°34'54" W, a distance of 119.56;
 thence S 52°52'27" W, a distance of 107.82; thence S 44°30'15" W, a distance of 285.92; thence S 36°25'19" W, a distance of 71.00;
 thence S 26°40'43" W, a distance of 66.72; thence S 10°25'41" W, a distance of 217.12; thence S 13°04'27" W, a distance of 311.55;
 thence S 07°02'00" W, a distance of 42.00; thence S 07°02'00" W, a distance of 64.69; thence S 06°47'38" E, a distance of 140.18;
 thence S 15°19'31" E, a distance of 166.44; thence S 15°19'31" E, a distance of 159.34; thence S 20°41'33" E, a distance of 180.22;
 thence S 36°01'27" E, a distance of 84.64; thence S 50°35'17" E, a distance of 88.73; thence S 61°19'37" E, a distance of 100.87;
 thence S 74°52'18" E, a distance of 102.48; thence S 86°39'52" E, a distance of 119.31; thence S 82°23'49" E, a distance of 96.07;
 thence S 60°50'32" E, a distance of 53.60; thence S 41°37'18" E, a distance of 87.01; thence S 30°50'03" E, a distance of 78.46; thence
 S 36°26'07" E, a distance of 212.97; thence S 48°28'32" E, a distance of 152.60; thence S 48°28'32" E, a distance of 98.08; thence S
 59°27'38" E, a distance of 241.65; thence S 65°55'49" E, a distance of 71.78; thence S 78°08'26" E, a distance of 73.81; thence S
 84°46'56" E, a distance of 118.88; thence S 69°36'32" E, a distance of 163.05; thence S 72°22'22" E, a distance of 57.75; thence S
 38°44'41" E, a distance of 46.87; thence S 30°19'22" E, a distance of 170.35; thence S 51°09'21" E, a distance of 29.20;

THIS PLAT OF SURVEY MEETS THE OKLAHOMA
 MINIMUM STANDARDS FOR THE PRACTICE OF
 LAND SURVEYING AS ADOPTED BY THE
 OKLAHOMA STATE BOARD OF REGISTRATION FOR
 PROFESSIONAL ENGINEERS AND LAND SURVEYORS

JERRY LEON PERRY
 L.S. NO. 1073, CA NO. 211
 CA EXPIRES 6-30-07
 JAN. 10, 2007

