

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.

After Recording, Please Return to:

CDI Emery, LLC
415 US 377, Ste. 110
Argyle, Texas 76226

MUTUAL ACCESS EASEMENT AND DUMPSTER SHARING AGREEMENT

THIS EASEMENT AND DUMPSTER SHARING AGREEMENT (this “*Agreement*”) is made as of the ____ day of June 2026 (the “*Effective Date*”), by and between SCOTT TALBOT LLC, a Texas limited liability company, 5170 Burger, Aubrey, TX 76227 (“*Talbot*”), and CDI EMERY, LLC, a Texas limited liability company, 415 US 377, Suite 110, Argyle, TX 76226 (“*CDI*”).

RECITALS

WHEREAS, CDI owns real property legally described as Lot 3R-2R2, in Block 1, of REVISED ROBERT'S ADDITION, an Addition to the City of Denton, Denton County, Texas, according to the Plat thereof recorded in Document No. 2017-166, Plat Records of Denton County, Texas (the “*CDI Property*”);

WHEREAS, Talbot is the owner of certain real property legally described as Lot 3R-2R1, in Block 1, of REVISED ROBERT'S ADDITION, an Addition to the City of Denton, Denton County, Texas, according to the Plat thereof recorded in Document No. 2017-166, Plat Records of Denton County, Texas (the “*Talbot Property*”);

WHEREAS, the Talbot Property shares its eastern border with the CDI Property’s western border;

WHEREAS, CDI and Talbot acknowledge that a commercial dumpster and dumpster facility is located on that shared border (the “*Dumpster*” and “*Dumpster Facility*”, respectively), as well as a common drive; and

WHEREAS, Talbot and CDI desire to enter into this Agreement to establish the terms and conditions governing ingress and egress on the common drive and the shared use of the Dumpster and Dumpster Facility, including access to the Dumpster and Dumpster Facility and to that portion of the real property more particularly described on Exhibit A attached hereto (the “*Easement Area*”).

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

ARTICLE 1

EASEMENT

1.1 **Certain Definitions.** In addition to terms defined elsewhere in this Agreement, the following definitions shall apply for purposes of this Agreement:

(a) The term “*Permitted Users*” shall mean and be deemed to include CDI and Talbot, as applicable, and their respective successors, assigns, heirs, grantees, mortgagees, tenants, subtenants, invitees, licensees, concessionaires, contractors and agents, and the officers, directors, partners, agents, employees, customers, visitors, contractors, licensees, and invitees of any of them.

(b) The term “*Owner*” means, with respect to the Talbot Property or the CDI Property, as the context may require, the owner of record from time to time, whether one or more Persons, or any interest in fee simple, reversion, remainder or leasehold estate of 99 years or more.

(c) The term “*Person*” shall mean any natural person and any corporation, partnership, limited liability company, trust, sole proprietorship, joint venture, governmental agency or authority or any other entity whatsoever.

1.2 **Easement Rights for Access.** Subject to the terms hereof and for the consideration herein expressed, each party hereby grants and conveys to the other, for the benefit of each other, their respective Permitted Users, and any subsequent owner and Permitted Users of the parties, a perpetual, non-exclusive, easement on, over, through and across the Easement Area for purposes of vehicular and pedestrian ingress and egress and the ability to install, maintain and use the Dumpster, Dumpster Facility and related improvements in the Easement Area; provided, however, that the rights to install a, or any, Dumpster shall be limited to the northern most portion of the Easement Area, where the Dumpster Facility is currently located.

1.3 **No Interference.** Each Owner, its successors and assigns shall not erect, install or place any building, improvement, fence, wall, curb or other barrier on, over, adjacent to, across or under the Easement Area that will impair, burden or interfere with the rights granted herein or with passage of vehicular and/or pedestrian traffic, over or across the Easement Area.

1.4 **Term and Consideration.** The term of this Agreement shall be perpetual.

ARTICLE 2

MAINTENANCE OBLIGATIONS AND PAYMENT OF EXPENSES

2.1 Trash Removal Costs. CDI, its successors and assigns shall initially be solely responsible for the cost of services relating to and providing for removal of trash from and emptying of the Dumpster and shall maintain the Dumpster Facility in good condition and repair. All costs associated with such trash removal service and maintenance, including the retention of a service provider, shall initially be borne exclusively by CDI, its successors and assigns. However, all costs related to the foregoing shall be split 50/50 between the Owners upon the occupancy of any Person on the Talbot Property utilizing the Dumpster maintained by CDI, and the reimbursement process below will begin.

2.2. Reimbursement Process. From time to time but at least one time per calendar year, CDI will prepare and deliver to Talbot the actual cost of any maintenance expense incurred together with costs associated with trash removal service. Upon receipt of such invoice, Talbot shall reimburse CDI one-half (1/2) of the total costs promptly and no later than ten (10) business days for its share of such expense.

2.3 Maintenance of the Easement Area. Each Owner agrees to maintain the improvements and portions of its property within the Easement Area in good condition and repair. The maintenance and repair obligations of each Owner shall include, but not be limited to, such debris removal, sweeping, paving, striping, repairing potholes, broken or unusable paving and/or driveway surface, and replacing the roadway on the Easement Area as the parties may determine is reasonably necessary from time to time. If an Owner fails to maintain its portion of the Easement in a reasonably diligent manner, the other Owner may access the non-compliant Owner's portion of the Easement Area, conduct such maintenance, and be reimbursed costs associated with the maintenance from the other Owner.

2.4 Disturbance of Easement Area. Notwithstanding the foregoing, if Talbot or CDI disturbs the surface of any portion of the Easement Area, such Owner shall return the area to its condition form immediately before such disturbance within thirty (30) days of such disturbance

ARTICLE 3

MISCELLANEOUS

3.1 Liens Prior to this Agreement. Each Owner will promptly pay and discharge, or cause to be paid and discharged on or before the due date any claim or obligation (including ad valorem taxes) which if not paid or discharged would result in a future lien on the Talbot Property or the CDI Property, as applicable, which would have priority over this Agreement. If any such claim or obligation is not promptly paid or discharged, the other Owner (as applicable) shall have the right to pay and discharge such obligation, in which event the party discharging such obligation shall then be subrogated to the rights of the person or entity for whom such payment was made and shall be vested with all the rights and remedies of such person or entity.

3.2 Attorneys' Fees. If there is any legal action or proceeding to enforce or interpret any provision of this Agreement or to protect or establish any right or remedy of any party, the unsuccessful party to such action or proceeding whether such action or proceeding is settled or prosecuted to final judgment, shall pay to the prevailing party as finally determined, all costs and expenses, including without limitation reasonable attorneys' fees and costs, incurred by such prevailing party in such action or proceeding, in enforcing such judgment, and in connection with any successful appeal from such judgment.

3.3 Severability. If any provision of this Agreement is declared invalid, such provision shall be severed from this Agreement and the remainder shall continue to be given full force and effect and, in lieu of such severable provision, there shall be added hereto a provision as similar thereto as shall be valid and enforceable.

3.4 Entirety and Amendments. This Agreement embodies the entire agreement between the parties and supersedes all prior agreements and understandings, if any, relating to the Talbot Property or the CDI Property. The provisions of this Agreement may be modified or amended, in whole or in part, only by declaration in writing, executed and acknowledged by both Owners, duly recorded in the real property records of Denton County, Texas. Any amendments or modifications hereof, whenever made, shall be superior to any and all liens, to the same extent as this Agreement as if such amendment or modification had been executed concurrently herewith.

3.5 No Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of any parcel to the general public or for the general public or for any public purpose whatsoever.

3.6 Counterparts. This Agreement may be signed in several counterparts, each of which shall be deemed an original, and all such counterparts shall constitute one and the same instrument.

3.7 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

3.8 No Waiver. No waiver of any provision hereof shall be deemed to imply or constitute a further waiver thereof or any other provision set forth herein.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the Effective Date.

CDI EMERY, LLC
a Texas limited liability company

By: Colo Investment Manager, LLC,
a Texas limited liability company,
Manager

By: _____
Stephen R. Shannon, Manager

THE STATE OF TEXAS §
 §
COUNTY OF DENTON §

This instrument was acknowledged before me on the ____ day of June 2026, by Stephen R. Shannon, Manager of Colo Investment Manager, LLC, a Texas limited liability company, Manager of CDI Emery, LLC, on behalf of said entities.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____ day of June 2026.

Notary Public in and for the State of Texas

SCOTT TALBOT LLC,
a Texas limited liability company

By: _____
Scott Talbot, Managing Member

STATE OF TEXAS §
 §
COUNTY OF DENTON §

This instrument was acknowledged before me on this the ____ day of June, 2026, by Scott Talbot, Managing Member of Scott Talbot, LLC, a Texas limited liability company.

Notary Public in and for the State of Texas

ACCESS EASEMENT

R. Beaumont Survey, Abstract No. 31
City of Denton, Denton County, Texas

LEGAL DESCRIPTION

Being a 0.098 acre tract of land out of the R. Beaumont Survey, Abstract Number 31, situated in the City of Denton, Denton County, Texas, being a portion of Lots 3R-2R1 and 3R-2R2 of Revised Roberts Addition, a subdivision of record in Document Number 2017-166 of the Plat Records of Denton County, Texas and being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2 inch iron rod found at the South end of a cutback line at the intersection of the West right-of-way line of Ector Street (100' right-of-way) and the North right-of-way line of Emery Street (70' right-of-way), being the most Southerly Southeast corner of said Lot 3R-2R2;

THENCE, N89°00'46"W, along the North right-of-way line of said Emery Street, being the common South line of said Lot 3R-2R2, a distance of 84.12 feet to the **POINT OF BEGINNING** and the Southeast corner hereof;

THENCE, N89°00'46"W, continuing along the North right-of-way line of said Emery Street and the common South line of said Lot 3R-2R2, passing at a distance of 13.00 feet, a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" found at the Southeast corner of said Lot 3R-2R1, being the Southwest corner of said Lot 3R-2R2, a total distance of 30.00 feet to the Southwest corner hereof;

THENCE, leaving the North right-of-way line of said Emery Street, over and across said Lots 3R-2R1 and Lot 3R-2R2, the following six (6) courses and distances:

1. N00°34'12"E, a distance of 19.00 feet to the beginning of a tangent curve to the right;
2. Along said tangent curve to the right, having a radius of 21.55 feet, a chord bearing of N19°04'22"E, a chord length of 13.68 feet, a delta angle of 37°00'20", an arc length of 13.92 feet to the point of reverse curvature;
3. Along said reverse curve to the left, having a radius of 8.24 feet, a chord bearing of N19°15'35"E, a chord length of 5.18 feet, a delta angle of 36°37'54", an arc length of 5.27 feet to the end of said curve;
4. N00°34'12"E, a distance of 105.08 feet to the Northwest corner hereof, from which a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" found at the Northeast corner of said Lot 3R-2R1, being the Northwest corner of said Lot 3R-2R2, bears N51°28'53"E, a distance of 14.28 feet;
5. S89°00'46"E, a distance of 24.00 feet to the Northeast corner hereof;
6. S00°34'12"W, a distance of 142.00 feet to the **POINT OF BEGINNING** and containing an area of 0.082 acres (3,585 square feet) of land, more or less.

Bearings are based on GPS observations utilizing the AllTerra RTK Network, North American Datum of 1983 (Adjustment Realization 2011).

PAGE 1 OF 2



EAGLE SURVEYING, LLC
222 S. ELM STREET
SUITE: 200
DENTON, TX 76201
(940) 222-3009
TX FIRM # 10194177

I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a Registered Professional Land Surveyor under the laws of the State of Texas


Patrick Mallon
R.P.L.S. # 7170



06-12-2026
Date

JOB NUMBER	DRAWN BY	DATE
1608.027-07	PM	06-12-2026

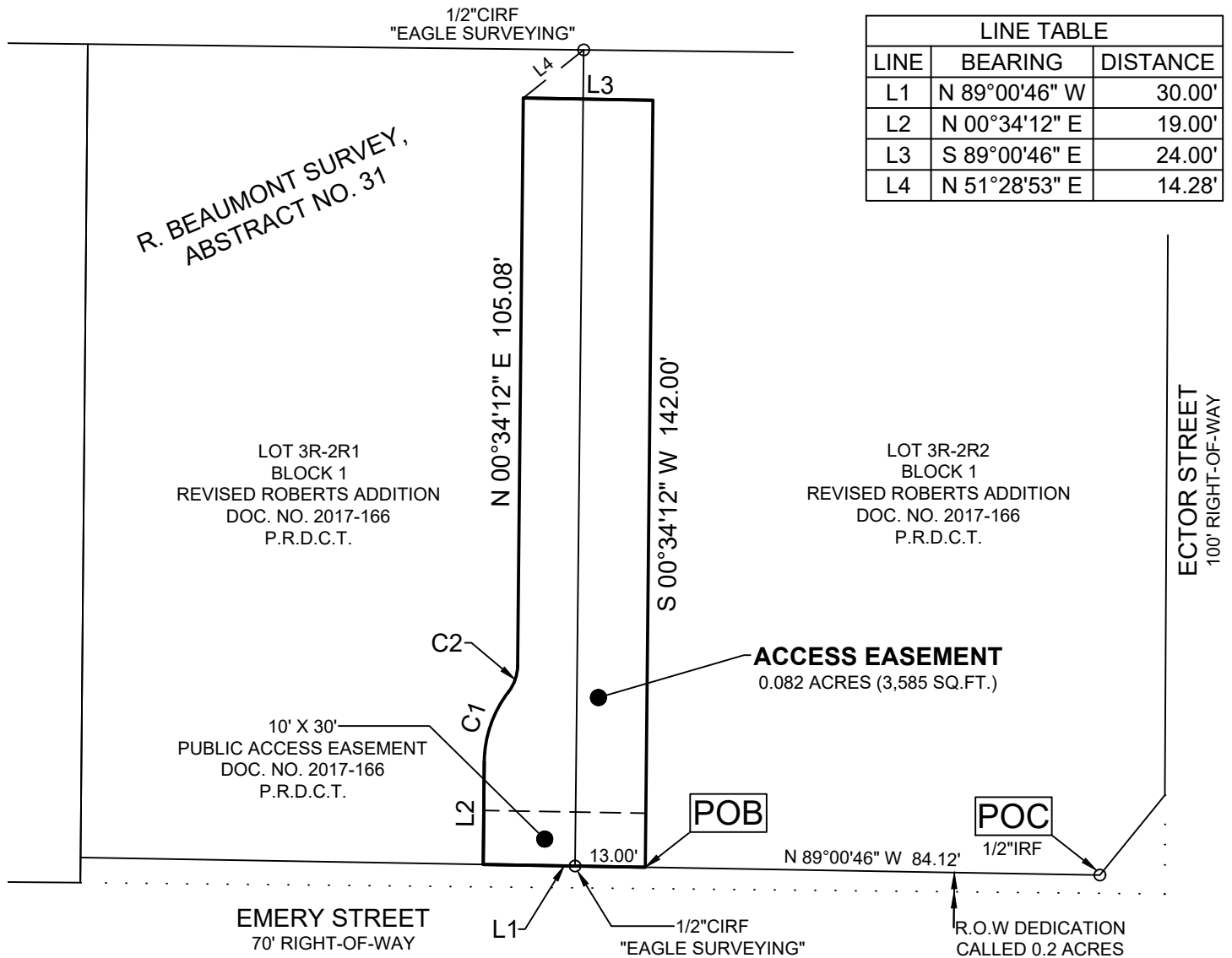
ACCESS EASEMENT

R. Beaumont Survey, Abstract No. 31
City of Denton, Denton County, Texas

LOT 1
BLOCK 1
ALDI - ROBERTS
ADDITION
DOC. NO. 2017-39
P.R.D.C.T.

CURVE TABLE					
CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	21.55'	13.92'	37°00'20"	N 19°04'22" E	13.68'
C2	8.24'	5.27'	36°37'54"	N 19°15'35" E	5.18'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 89°00'46" W	30.00'
L2	N 00°34'12" E	19.00'
L3	S 89°00'46" E	24.00'
L4	N 51°28'53" E	14.28'



NOTE: Bearings are based on GPS observations utilizing the AllTerra RTK Network, North American Datum of 1983 (Adjustment Realization 2011).

PAGE 2 OF 2



EAGLE SURVEYING, LLC
222 S. ELM STREET
SUITE: 200
DENTON, TX 76201
(940) 222-3009
TX FIRM # 10194177



1" = 30'

LEGEND

○	BOUNDARY MONUMENT
IRF	IRON ROD FOUND
CIRF	CAPPED IRON ROD FOUND
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
DOC. NO.	DOCUMENT NUMBER
P.R.D.C.T.	PLAT RECORDS, DENTON COUNTY, TEXAS

JOB NUMBER

1608.027-07

DRAWN BY

PM

DATE

06-12-2026

0 15 30