



## P&Z MEETING AGENDA

City Hall, 120 El Chico Trl., Suite A, Willow Park, TX 76087

Tuesday, July 18, 2023 at 6:00 PM

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### CALL TO ORDER

### DETERMINATION OF QUORUM

### APPROVAL OF MEETING MINUTES

1. Planning & Zoning Meeting Minutes: April 18, 2023

### ITEMS TO BE CONSIDERED AND ACTED UPON:

2. **Consideration & Action: Preliminary Plat for Lots 1-4, Block 1, Broadway Business Park Addition, being 8.046 acres, McKinney & Williams Survey, Abstract No. 954, in the Extraterritorial Jurisdiction of the City of Willow Park, Parker County, Texas.**

### ADJOURNMENT

*As authorized by Section 551.127, of the Texas Government Code, one or more Council Members or employees may attend this meeting remotely using video conferencing technology.*

Any member of the public has the right to appear at the Public Hearing. Please contact the Development Department at 817-441-7108 or [tfisher@willowpark.org](mailto:tfisher@willowpark.org) with any questions.

CERTIFICATION I, the undersigned authority, does hereby certify that this Notice of a Meeting was posted on the bulletin board at City Hall, 120 El Chico Trail, Suite A, Willow Park, TX 76087, a place convenient and readily accessible to the general public at all times, and said Notice was posted on the following date and time: JULY 14, 2023 at 5:00 p.m. and remained so posted continuously for at least 72 hours before said meeting is to convene.

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Toni Fisher

Planning and Development Director

The City Hall is wheelchair accessible and accessible parking spaces are available. Persons with disabilities who plan to attend this meeting and who may need auxiliary aids or services such as interpreters for persons who are deaf or hearing impaired, readers, or large print, are requested to contact the City Secretary's Office at 817-441-

7108, or by email at [cdozier@willowpark.org](mailto:cdozier@willowpark.org). Requests should be made at least 48 hours prior to the meeting. This agenda is posted on the city's web site at [www.willowpark.org](http://www.willowpark.org)



## PLANNING & ZONING COMMISSION MEETING MINUTES

City Hall, 120 El Chico Trl., Suite A, Willow Park, TX 76087

Tuesday, April 18, 2023 at 6:00 PM

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### CALL TO ORDER

Meeting called to order at 6:02 p.m. by Vice-Chair, Rodney Wilkins.

### DETERMINATION OF QUORUM

Quorum confirmed.

#### PRESENT

Rodney Wilkins  
Billy Weikert  
Scott Smith  
Zac Walker

#### ABSENT

Jared Fowler  
Sharon Bruton

Staff Present: Toni Fisher, Planning & Development Director

Vice-Chair Wilkins provided well wishes to Commissioner Fowler who had back surgery two weeks ago, and was due to be out for eight weeks.

### APPROVAL OF MEETING MINUTES

1. Approval of P&Z Meeting Minutes for 2/21/23.

Motion made by Smith, Seconded by Weikert.

Voting Yea: Wilkins, Weikert, Smith, Walker

### PUBLIC HEARING

2. **PUBLIC HEARING to consider a request for Special Use Permit regarding the placement of a temporary free-standing off-premise sign on Lot S PT 1, Block 1; Trinity Meadows Subdivision, in the City of Willow Park, Parker County, Texas.**

**Open Public Hearing:**

**Close Public Hearing:**

Public Hearing Opened at: 6:05 p.m.

No comments.

Public Hearing Closed at: 6:05 p.m.

**ITEMS TO BE CONSIDERED AND ACTED UPON:**

3. **NOMINATION & ELECTION: Planning & Zoning Board Chairperson and Vice-Chairperson positions.**

Commissioner Smith nominated Chair: Jared Fowler, and Vice-Chair: Rodney Wilkins.

Commissioner Weikert elected Chair - Jared Fowler and Vice-Chair - Rodney Wilkins.

Motion made by Smith, Seconded by Weikert.

Voting Yea: Wilkins, Weikert, Smith, Walker

4. **CONSIDERATION & ACTION: Request for Special Use Permit regarding the placement of a temporary, free-standing, off-premise sign on Lot S PT 1, Block 1, Trinity Meadows Subdivision, in the City of Willow Park, Parker County, Texas.**

Commission Smith asked Brittni Lee of the Canvas for the duration of sign would be removed by May [2024] and who would be responsible for removal. Ms. Lee responded that as soon the Canvas is fully rented, which is hopeful by end of 2023, the sign would be removed by the Canvas.

Motion made by Weikert, Seconded by Walker.

Voting Yea: Wilkins, Weikert, Smith, Walker

5. **CONSIDERATION & ACTION: Final Plat for Lot 1, Block 1, Willow Park Water Reclamation Area, being 8.610 acres, Wesley Franklin Survey, Abstract No. 468, in the City of Willow Park, Parker County, Texas.**

Motion made by Walker, Seconded by Smith.

Voting Yea: Wilkins, Weikert, Smith, Walker

**6. CONSIDERATION & ACTION: Final Plat for Lots 1-5, Block 1, Nolte Addition, being 29.99 acres, David Addington Survey, Abstract No. 21, in the Extraterritorial Jurisdiction of the City of Willow Park, Parker County, Texas.**

Commissioner Smith questioned the items that he asked about on the Preliminary Plat with regard to the county easement for access to Lot 5 between Lots 1 & 2; and, the availability of water and sewer to all lots.

Fisher responded that water and sewer was shown to be accessible to all lots, but these would not be shown on the Final Plat. She stated that she was not familiar with the width of the county's easement, which Commissioner Smith said was 60', leaving less than 10' to access Lot 5. Commissioner Weikert commented that, although narrow, a 9' wide driveway could still be created.

Fisher also stated that the Applicant was presented with Staff comments not yet addressed or shown on the Plat: 1) there is a drive labeled Bankhead Cove on Google maps, but it is not shown on the Plat, so an inquiry was made as to its legitimacy or abandonment; and 2) question as to whether the property owner want to give an additional 15' right-of-way for, what will likely be, the future expansion and widening of E. Bankhead Hwy. Fisher explained that, according to the Thoroughfare Plan in the City's Comprehensive Plan, E. Bankhead Hwy is to be a minor arterial road, which will call for 90' right-of-way; the Final Plat shows the current county road right-of-way requirement of 60'. Fisher recommended that the Commissioners approve the Final Plat with right-of-way conditions.

Commissioner Smith made the motion to approve the Final Plat with conditions of the additional right-of-way, and for consideration of the Lot 5 access, dependent on Fisher's research.

Motion made by Smith, Seconded by Weikert.

Voting Yea: Wilkins, Weikert, Smith, Walker

## **ADJOURNMENT**

*As authorized by Section 551.127, of the Texas Government Code, one or more Council Members or employees may attend this meeting remotely using video conferencing technology.*

Meeting was adjourned by Vice-Chair Wilkins at 6:31 p.m.

Any member of the public has the right to appear at the Public Hearing. Please contact the Development Department at 817-441-7108 or [tfisher@willowpark.org](mailto:tfisher@willowpark.org) with any questions.

CERTIFICATION I, the undersigned authority, does hereby certify that this Notice of a Meeting was posted on the bulletin board at City Hall, 120 El Chico Trail, Suite A, Willow Park, TX 76087, a place convenient and readily accessible to the general public at all times, and said Notice was posted on the following date and time: APRIL 14, 2023, at 5:00 p.m. and remained so posted continuously for at least 72 hours before said meeting is to convene.

**APPROVAL OF MINUTES:**

_____	_____
<b>Jared Fowler, Chairperson</b>	<b>Date</b>
<b>Rodney Wilkins, Vice-Chairperson</b>	



# PLANNING & ZONING AGENDA ITEM BRIEFING SHEET

<b>Council Date:</b> July 18, 2023	<b>Department:</b> Planning & Development	<b>Presented By:</b> Toni Fisher
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**AGENDA ITEM:**

**Consideration & Action: Preliminary Plat for Lots 1-4, Block 1, Broadway Business Park Addition, being 8.046 acres, McKinney & Williams Survey, Abstract No. 954, in the Extraterritorial Jurisdiction of the City of Willow Park, Parker County, Texas.**

**BACKGROUND:**

Applicant and surveyor, James Stevens, along with the property owner, RBRS Ventures, LLC, proposes to plat 8.046 acres, located north of East Bankhead Highway, McKinney & Williams Survey, Abstract No. 954, from one parcel into Lots 1 through 4. This subdivision is within the City’s extraterritorial jurisdiction, and therefore, required to be submitted to the City for plat approval (*Subd. Ord. Sec. 10.02.001*).

The preliminary plat has been reviewed by City Staff, whose corrections are attached. The plat states that all lots will have private sewer and water; the “50’ Road Easement” allows all lots access to East Bankhead Highway, a public street.

**STAFF/BOARD/COMMISSION RECOMMENDATION:**

City Staff recommends acceptance of Preliminary Plat with the condition that all corrections are addressed satisfactorily per City Ordinance

**EXHIBITS:**

- Plat Application
- Preliminary Plat – Lots 1-4, Broadway Business Park Addition
- Staff Corrections
- Preliminary Plat Checklist
- Access Easement Agreement
- Aerial photo of site

**RECOMMENDED MOTION:**

**Approval of the subject Preliminary Plat with conditions, as presented.**



City of Willow Park

Planning & Development Department

120 El Chico Trail, Ste A
Willow Park, Texas 76087
Phone: (817) 441-7108
willowpark.org

PLAT APPLICATION

SUBMITTAL DATE: 06-27-23

- TYPE OF PLAT: [X] Preliminary Plat
[ ] Final Plat
[ ] Replat

PROPERTY INFORMATION:
Project Name: Broadway Business Park
Legal Description: Lot: 1-4 Block: 1
Name of Addition(s): Broadway Business Park Phase:
Project Address/Location: 6601-6604 Broadway Blvd
Existing Number of Lots: 1 Proposed Number of Lots: 4 Gross Acreage: 8.046
Current Zoning: N/A (ETJ) # of Street Intersections: N/A

PURPOSE for Platting, Replatting, Amending, or Vacating:
Currently unplatted land; 4 lots for business
50' Easement to be known as "Broadway Blvd" in review with Parker Co

1. APPLICANT:

Name(s): James Stevens
Business Name (if applicable): Texas Surveying, Inc.
Mailing Address: 104 S Walnut St City: Weatherford St: TX Zip: 76086
Phone Number: 817-594-0400 Email Address: james@txsurveying.com
\*\*\*Signature of Applicant (Required): [Signature]

2. PROPERTY OWNER OF RECORD:

Name(s): Chad Sears (Member)
Business Name (if applicable): RBRs Ventures LLC
Mailing Address: 2020 S Cherry Ln City: Fort Worth St: TX Zip: 76108
Phone Number: 817-980-6740 Email Address: chad@cas.builders
\*\*\*Signature of Owner of Record (Required): [Signature]



3. **SURVEYOR:**

Name(s): James Stevens  
Business Name (if applicable): Texas Surveying, Inc.  
Mailing Address: 104 S Walnut St City: Weatherford St: TX Zip: 76086  
Phone Number: 817-594-0400 Email Address: james@txsurveying.com

4. **ENGINEER:**

Name(s): Jordan Bishop  
Business Name (if applicable): Jordan Engineering LLC  
Mailing Address: PO Box 1325 City: Aledo St: TX Zip: 76008  
Phone Number: 817-319-9931 Email Address: jbishop@jordanengineer.com

**PRINCIPAL CONTACT:** Owner:      Applicant: ✓ Surveyor:      Engineer:     

- Staff comment letters and mark-ups will be distributed only to the designated principal contact person.
- Comments will be sent via email unless otherwise specified.
- Contact person will be Collaborator status on MyGov (see City website for sign-up instructions)

**UTILITY PROVIDERS:** (For City informational purposes only; Contact of utilities is the responsibility of the Applicant)

Electric Provider: TXU  
Water Provider: water wells  
Wastewater Provider: private OSSF  
Gas Provider (if applicable):     

**APPLICATION FEES**

(as per "Development Services Fee" schedule)

\$360 Preliminary Plat: \$300.00 + \$15 PER LOT

     Final Plat or Replat (Minor, Amended, Abandoned): \$300.00 + \$25 PER LOT

**Additional fees (if applicable):** Any reasonable fees and/or costs, which are required by the City of Willow Park for a proper review of this request, are the sole responsibility of the Applicant. Such fees or costs shall include, but are not limited to engineering reviews, legal opinions, building(s)/property inspections and/or testing(s).

**Submittal Instructions:**

- Email completed and executed **Plat Application, Plat Drawing**, and any/all supporting documentation necessary per **City of Willow Park Plat Submittal Checklist** (may be found on website) to the Planning & Development Department at [permits@willowpark.org](mailto:permits@willowpark.org).
- You may pay the **Application Fee**, via check or credit card\*: 1) in person/courier or US Mail to City of Willow Park, 120 El Chico Trail, Ste A, Willow Park, TX 76087; or, 2) by phone via credit card\* at 817-441-7108 x103. (\*credit card convenience fees apply)



**Item 2.**

**City of Willow Park**  
**Planning & Development Department**  
120 El Chico Trail, Ste A  
Willow Park, Texas 76087  
Phone: (817) 441-7108  
willowpark.org

**PLAT APPLICATION CHECKLIST**

*City of Willow Park Code of Ordinances – Chapter 10.02*

✓ **REQUIRED DOCUMENTS ON ALL PLATS:**

- Adjacent Property Lines, Streets, Easements
- Names of Adjoining Subdivisions
- Front and Rear Building Setback Lines per Zoning
- Side Setback Lines per Zoning
- All accesses/driveways
- City Boundaries, where applicable
- Date the Drawing was prepared
- Location, Width, Purpose of all Existing Easements
- Location, Width, Purpose of all Proposed Easements
- Consecutively Numbered or Lettered Lots and Blocks
- Map Sheet Size of 18"x24"
- North Arrow
- Name, Address, Telephone, of Property Owner
- Name, Address, Telephone of Developer
- Name, Address, Telephone of Surveyor
- Seal of Registered Land Surveyor
- Consecutively Numbered Plat Notes and Conditions
- City of Willow Park Plat Dedication Language
- Location and Dimensions of Public Use Area
- Graphic Scale of Not Greater Than 1" = 200'
- All Existing and Proposed Street Names
- Dimensions of All Existing and Proposed Rights-of-Way as Specified on Master Thoroughfare Plan
- Subdivision Boundary in Bold Lines
- Subdivision Name
- Title Block Identifying Plat Type
- Key Map Scale minimum of 1"= 200'
- Surveyor's Certification of Compliance
- Show relationship of Plat to Existing Water, Sewage, and Drainage
- Designation of Parkland Dedication area (vs. fee), if applicable
- Developer's Agreement (for public improvements/utilities), if applicable

**REQUIRED DOCUMENTS FOR A PRELIMINARY PLAT** (via email submittal in .pdf format):

- ✓ Completed & executed Plat Application
- ✓ Preliminary Plat Drawing including items in “Required Documents on All Plats” and:
  - Preliminary Drainage Plan or Contours to show Topography (2’ contours are preferred)
  - Concept Construction Plan
  - Location & dimensions of existing structures
  - Zoning Classification of all properties shown on the Plat
  - Dimensions of all proposed or existing lots
  - Location of 100-year Flood Limits, where applicable
  - If commercial development is planned, provide all Civil Engineering Plans for proposed property, if available
- ✓ Payment of Application Fee as per “Development Services Fee” schedule

**REQUIRED DOCUMENTS FOR A FINAL PLAT** (via email submittal in .pdf format):

- Completed & executed Plat Application
- Final Plat Drawing including “Preliminary Plat” items, those in “Required Documents on All Plats”, and:
  - Drainage Plan
  - Plans for all water and sewer lines
  - Plans for fire hydrants
  - Plans for all proposed streets and sidewalks
  - A written and notarized statement describing the minimum improvements which the subdivider agrees to provide, conditional upon City Council approval of the Final Plat
  - A written and notarized statement that all property taxes and assessments have been paid for past years and up to current date. This statement shall be signed by the owner(s).
  - A written and notarized acknowledgement of the dedication to public use of streets, parks, water courses, drains, easements, and other such public places as shown on the plat, and of payments in lieu of certain public dedications. Property designated for schools, hospitals, municipal purposes, and other uses, shall be noted, as well as the conditions and procedures by which such property and monies shall be made available to prospective purchasers or governing bodies. This statement shall be signed by the owner or owners, and all persons having a mortgage or lien interest in the property (if applicable).
- Payment of Application Fee as per “Development Services Fee” schedule
- **Upon Approval of Final Plat by the City:**
  - Parker County 911 addressing will be done by the City’s Fire Marshal
  - For Plats within Commercial zoning, the filing of the Final Plat may be delayed until infrastructure is complete to allow for adjustments in utility easements and surface improvements. If this is the case, the City will need to do a secondary review for approval of the Final Plat with changes. Upon its secondary approval, the Final Plat will advance to filing status.

- **Filing with Parker County Clerk:**
  - Delivery to Willow Park City Hall:
    - (1) 18"x24" mylar
      - Executed by Property Owner
      - Prepared for execution by Willow Park's Mayor & City Secretary
    - Current printed Parker County Tax Certificate showing all taxes paid to current-to-date
  - Payment to City of Willow Park for administrative and Parker County Filing & Recording Fees
  - City will send an electronic copy of stamped and filed Final Plat to Applicant

- **REQUIRED DOCUMENTS FOR A REPLAT** (amending a Final Plat/Replat already filed with Parker County) *(via email submittal in .pdf format)*:
  - Completed & executed Plat Application
  - Most recent filed Final Plat or Replat of subject property, for comparison purposes
  - Re/Plat drawing, including items in "Required Documents on All Plats", those in "Final Plat" items, and:
    - Drainage Plan or Contours to show Topography (*2' contours are preferred*)
    - Written metes & bounds description
    - Dimensions of all proposed or existing lots
    - Areas in acres for each lot
    - Any existing structures and setback lines
  - Affidavit from Lienholder (or original signature on mylar) granting permission for Replat, if applicable
  - Payment of Application Fee as per "Development Services Fee" schedule
- **Upon Approval of Replat** *(via delivery to City Hall)*:
  - Delivery to Willow Park City Hall:
    - (1) 18"x24" mylar
      - Executed by Property Owner
      - Prepared for execution by Willow Park's Mayor & City Secretary
    - Current printed Parker County Tax Certificate showing all taxes paid current-to-date
  - Payment to City of Willow Park for administrative and Parker County Filing & Recording Fees
  - City will send an electronic copy of stamped and filed Final Plat to Applicant

State of Texas  
County of Parker

Whereas RBRS Ventures, LLC being the sole owner of a 8.046 acre tract situated in the MCKINNEY & WILLIAMS SURVEY, ABSTRACT No. 954, and the JOHN H. PHELPS SURVEY, ABSTRACT No. 1046, Parker County, Texas, and being all of that certain called 8.046 acre tract conveyed to RBRS Ventures, LLC described in Clerk's File No. 202233925, Real Property Records, of Parker County, Texas, (R.P.R.P.C.T.), and being more particularly described by metes and bounds as follows:

Bearings, Distances, and/or Areas derived from GNSS observations performed by Texas Surveying, Inc. and reflect N.A.D. 1983, Texas State Plane Coordinate System, North Central Zone 4202 (Grid):

**BEGINNING** at a set 1/2" capped iron rod (stamped "Texas Surveying, Inc.") in the west line of Lot 5, Block 1, L.B. Industrial Addition, according to the plat recorded in Cabinet C, Slide 72, Plat Records, Parker County, Texas (P.R.P.C.T.), same being the southeast corner of said 8.046 acre tract, for the southeast and beginning corner of the herein described tract; whence a found 5/8" capped iron rod bears N 00°18'28" E, 175.24 feet and the northwest corner of said Lot 5, Block 1, L.B. Industrial Addition bears N 00°18'28" E, 113.05 feet;

THENCE over and across that certain 9901 Bankhead Park, LLC tract described in Clerk's File No. 202233894, R.P.R.P.C.T. and along the south line of said 8.046 acre tract the following:

N 62°32'00" W, 106.99 feet, to a 1/2" iron rod with cap stamped "Texas Surveying, Inc." set for corner;  
N 90°00'00" W, 263.98 feet, to a 1/2" iron rod with cap stamped "Texas Surveying, Inc." set for corner;  
S 15°22'52" W, 212.42 feet, to a 1/2" iron rod with cap stamped "Texas Surveying, Inc." set for corner;  
N 90°00'00" W, 178.23 feet, to a 1/2" capped iron rod found in the west line of said 8.046 acre tract, being the east line of that certain called 36.509 acre tract described in instrument to Magellan Pipeline Terminals, recorded in Volume 2563, Page 1768, R.P.R.P.C.T., for the southwest corner of said 8.046 acre tract and the herein described tract;

THENCE N 00°51'46" E, 395.92 feet, with the west line of said Tract 1, the east line of said 36.509 acre tract, to a 1/2" iron rod found for the southwest corner of that certain called 5.001 acre tract described in instrument to Ingram Enterprises, recorded in Volume 2512, Page 1228, R.P.R.P.C.T., being the westerly northwest corner of said Tract 1 and the herein described tract;

THENCE S 89°07'13" E, 319.37 feet, with the westerly north line of said 8.046 acre tract and the southerly line of said 5.001 acre tract, to a 1/2" capped iron rod found for the southeast corner of said 5.001 acre tract, being an interior corner of said 8.046 acre tract and the herein described tract;

THENCE N 01°06'14" E, 659.54 feet, with the northerly west line of said 8.046 acre tract and the easterly line of said 5.001 acre tract, to a MagNail set in concrete, for the northeast corner of said 5.001 acre tract, being the southerly southeast corner of that certain called 1.246 acre tract described in instrument to Liberty Fluid Power, recorded under Clerk's File Number 20191341, R.P.R.P.C.T., and being an angle point in the northerly west line of said 8.046 acre tract and the herein described tract;

THENCE N 00°33'13" W, 87.23 feet, with the most northerly west line of said 8.046 acre tract and the easterly line of said 1.246 acre tract, to a 1/2" capped iron rod found for the northwest corner of said 8.046 acre tract and the herein described tract;

THENCE S 82°45'36" E, with the most northerly line of said 8.046 acre tract, at 11.54 feet pass a 1/2" iron rod found for the southwest corner of that certain called 3.478 acre tract described in instrument to Tension Ventures, recorded under Clerk's File Number 201815383, R.P.R.P.C.T., continuing with the most northerly line of said 8.046 acre tract a total distance of 50.50 feet to a 1/2" iron rod found for an angle point in said line;

THENCE S 89°46'15" E, 210.64 feet, with the most northerly line of said 8.046 acre tract to a 3/8" iron rod found in the west line of Lot 1 of said Block 1, L.B. Industrial Addition, for the southeast corner of said 3.478 acre tract, being the northeast corner of said 8.046 acre tract and the herein described tract;

THENCE S 00°13'19" W, 603.25 feet, with the east line of said 8.046 acre tract, to a 3/8" iron rod found in the west line of Lot 3, of said Block 1, L.B. Industrial Addition, being an angle point in the east line of said 8.046 acre tract and the herein described tract;

THENCE S 00°33'07" W, 18.79 feet, continuing with the west line of said Lot 3, to a 3/8" iron rod found, and being an angle point in the east line of said 8.046 acre tract and the herein described tract;

THENCE S 00°18'28" W, 352.92 feet, with the east line of said 8.046 acre tract, to the **POINT OF BEGINNING**, and containing 8.046 acres, more or less.

**Surveyor's Certificate**

Know All Men By These Presents:

That I, Zachariah R. Savory, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments shown thereon as "set" were properly placed under my personal supervision.

**Preliminary, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.**

Zachariah R. Savory, Registered Professional Land Surveyor No. 5966  
Texas Surveying, Inc. - Weatherford Branch  
104 S. Walnut Street, Weatherford, Texas 76086  
weatherford@txsurveying.com - 817-594-0400  
Field Date: June 20, 2023 - AN05395-RP2

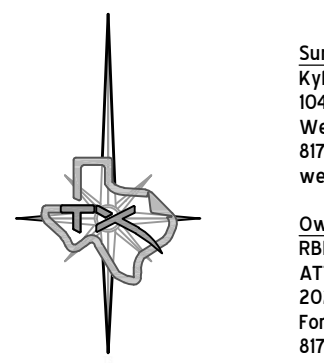
**Surveyor's Notes:**

- 1) No abstract of title or title commitment was provided to this surveyor. Record research performed by this surveyor was made only for the purpose of determining the boundary of this property and of the adjoining parcels. Record documents other than those shown on this survey may exist and encumber this property.
- 2) Bearings, Distances, and/or Areas derived from GNSS observations and reflect N.A.D. 1983, Texas State Plane Coordinate System, North Central Zone 4202 (Grid).
- 3) Underground utilities were not located during this survey. Call 811 and/or Utility Providers before excavation or construction.
- 4) Please consult all applicable governing entities regarding rules & regulations, that may affect construction on this property.
- 5) All corners are found 5/8" iron rods unless otherwise noted.
- 6) C.I.R.S. = Set 1/2" iron rod with plastic cap stamped "Texas Surveying, Inc."
- 7) At the time of this survey, this property appears to be located in the following special flood zone hazard area:  
**Other Areas, Zone "X"** - Areas determined to be outside the 0.2% annual chance floodplain.

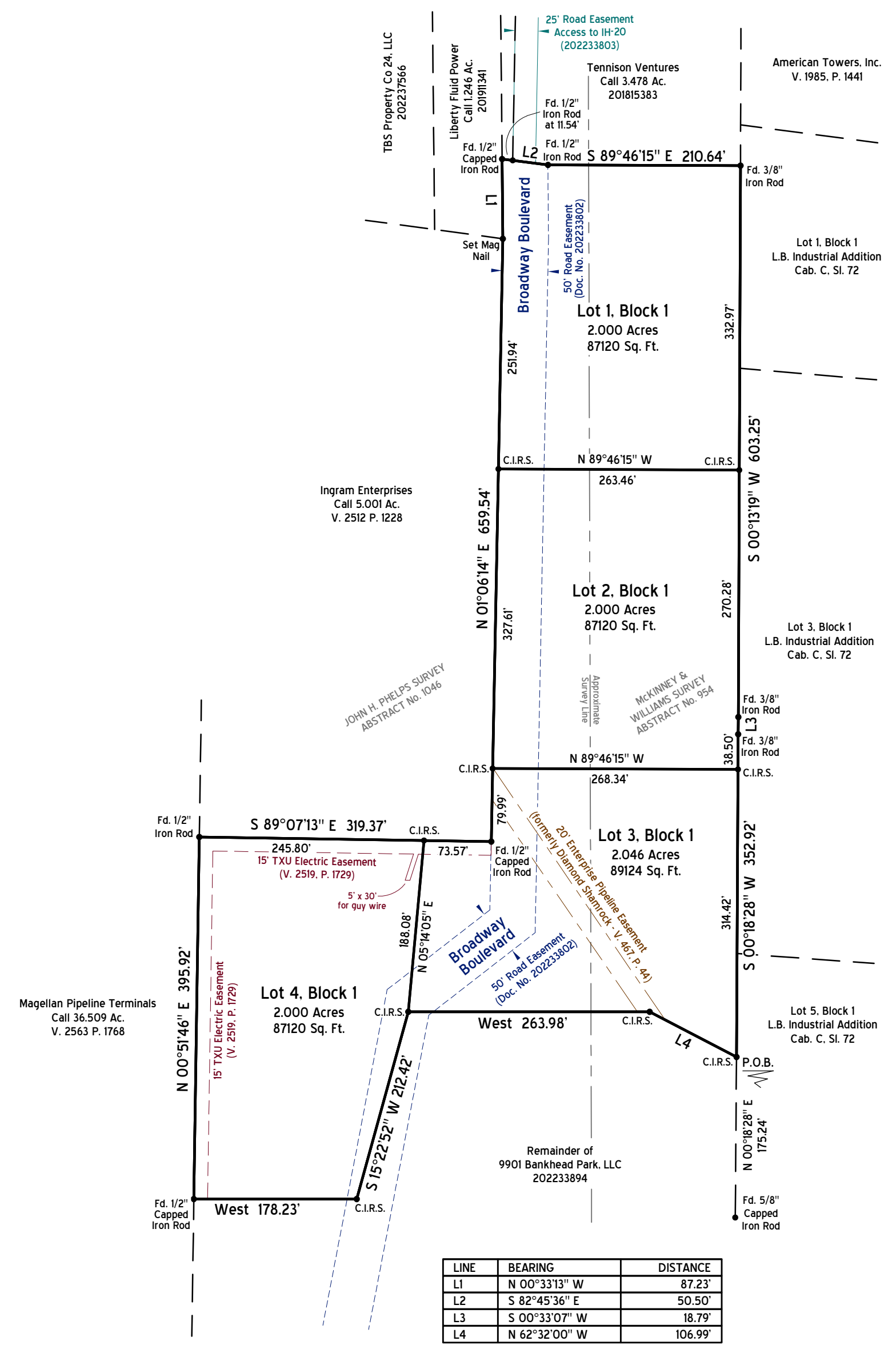
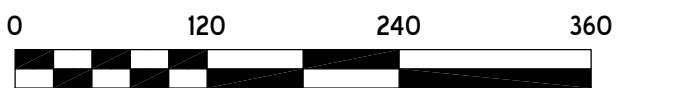
according to the F.I.R.M. Community Panel 48367C0450E, dated September 26, 2008, for up to date flood hazard information visit the official F.E.M.A. website at FEMA.gov.

**City of Willow Park Notes:**

- 8) Utility Easements may be used for the mutual use and accommodation of all public utilities, said use by public utilities being subordinate to the public's and The City of Willow Park's use thereof. The City of Willow Park and public utility entities shall have the right to remove and keep removed all or parts of any building, fences, trees, shrubs, or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in said easement. The City of Willow Park and public utility entities shall at all times have the full right of ingress and egress to or from their respective easements, without the necessity at any time procuring permission from anyone.
- 9) All lots shall conform to current zoning building set backs as specified by the City of Willow Park's Municipal Code of Ordinances.
- 10) Special Notice: selling a portion of this Addition by metes and bounds is a violation of City Ordinance and State Law, and is subject to fines and withholding of utilities and building permits.
- 11) Water to be provided by private water wells and sanitary sewer services to be provided by private on-site septic facilities.



1" = 120'



LINE	BEARING	DISTANCE
L1	N 00°33'13" W	87.23'
L2	S 82°45'36" E	50.50'
L3	S 00°33'07" W	18.79'
L4	N 62°32'00" W	106.99'

**CITY OF WILLOW PARK, TEXAS**  
CITY COUNCIL

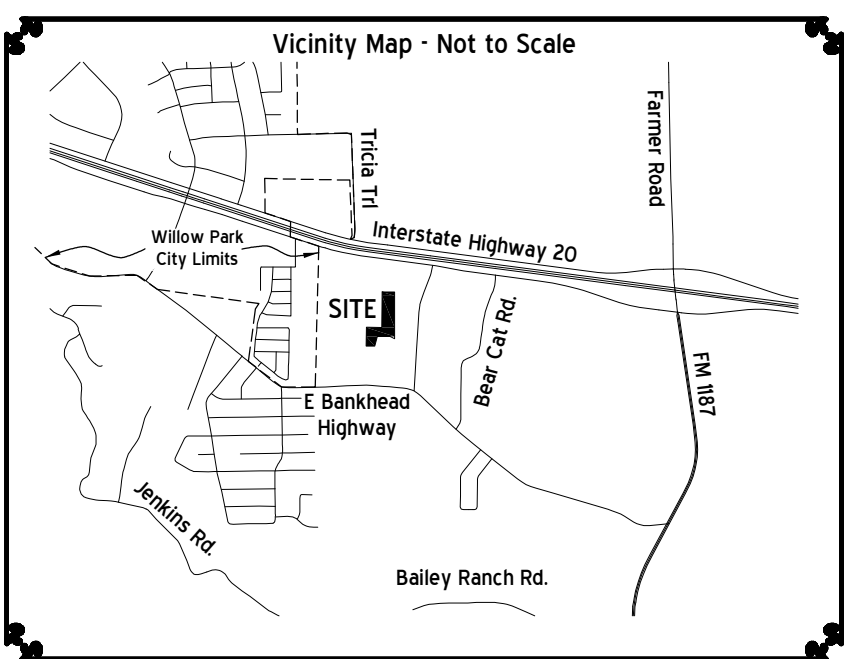
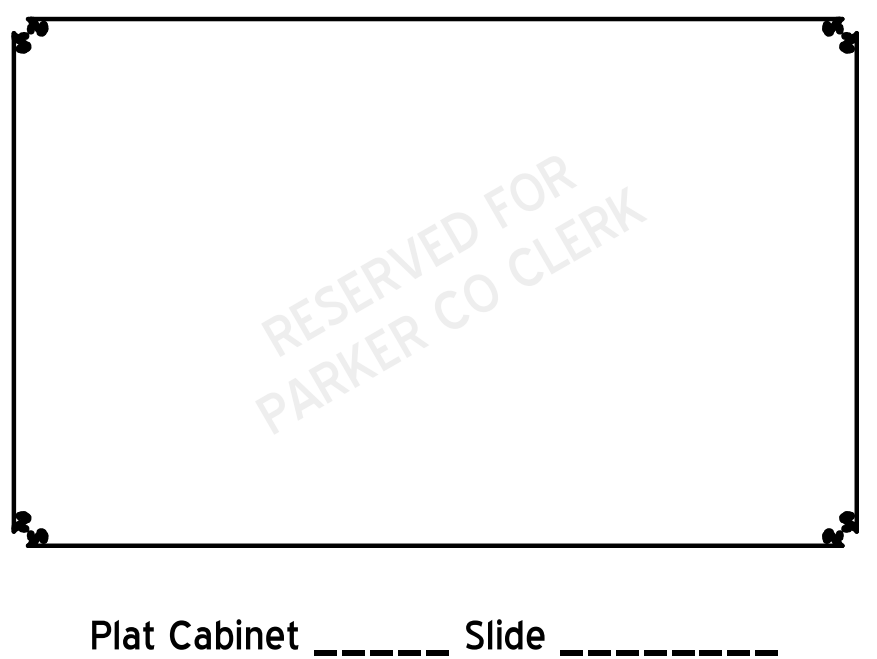
NOTE: THIS PLAT IS VALID ONLY IF RECORDED WITHIN SIX (6) MONTHS AFTER DATE OF APPROVAL.

PLAT APPROVED \_\_\_\_\_

DATE: \_\_\_\_\_

BY: \_\_\_\_\_ CITY MAYOR

ATTEST: \_\_\_\_\_ CITY SECRETARY



NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That, RBRS Ventures, LLC, acting herein by and through its duly authorized officers, does hereby certify and adopt this plat designating the herein above described property as **Lots 1-4, Block 1, Broadway Business Park**, an addition to the Extraterritorial Jurisdiction of the City of Willow Park, Parker County, Texas, and does hereby dedicate to the public use forever, the streets and alleys shown thereon. RBRS Ventures, LLC does herein certify the following: 1. The streets and alleys are dedicated for street and alley purposes. 2. All public improvements and dedications shall be free and clear of all debt, liens, and/or encumbrances. 3. The easements and public use areas, as shown, are dedicated for the public use forever for the purposes indicated on this plat. 4. No building, fences, trees, shrubs, or other improvements or growths shall be constructed or placed upon, over or across the easements as shown, except that landscape improvements may be placed in landscape easements if approved by The City of Willow Park. 5. The City of Willow Park, is not responsible for replacing any improvements in, under, or over any easements caused by maintenance or repair. 6. Utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by public utilities being subordinate to the public's and The City of Willow Park's use thereof. 7. The City of Willow Park, and public utilities shall have the right to remove and keep removed all or parts of any building, fences, trees, shrubs or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in the easements. 8. The City of Willow Park, and public utilities shall at all times have the full right of ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity at any time permission from anyone. 9. All modifications to this document shall be by means of plat and approved by The City of Willow Park.

Witness my hand at \_\_\_\_\_ County, Texas.

This the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

RBRS Ventures, LLC - Randall Sears (Manager) \_\_\_\_\_ Date \_\_\_\_\_

State of Texas  
County of \_\_\_\_\_

Before me, the undersigned authority, a notary public in and for the State of Texas, on this day personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the above and foregoing instrument, and acknowledged to me that he/she executed the same for the purpose and considerations therein expressed, on behalf of said entities and in the capacities stated.

given under my hand and seal of office on this the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

Notary Public in and for the State of Texas \_\_\_\_\_

**LIENHOLDER ACKNOWLEDGEMENT:**  
The Lienholder hereby consents to the plat of Lots 1-4, Block 1, Broadway Business Park, as shown herein.

By: \_\_\_\_\_  
Ciera Bank  
Name & Title of Authorized Representative \_\_\_\_\_

Date: \_\_\_\_\_

State of Texas  
County of \_\_\_\_\_

Before me, the undersigned authority, a notary public in and for the State of Texas, on this day personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the above and foregoing instrument, and acknowledged to me that he/she executed the same for the purpose and considerations therein expressed, on behalf of said entities and in the capacities stated.

given under my hand and seal of office on this the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

Notary Public in and for the State of Texas \_\_\_\_\_

**Preliminary Plat**  
**Lots 1-4, Block 1**  
**Broadway Business Park**

an addition to the Extraterritorial Jurisdiction of the City of Willow Park, Parker County, Texas

Being a 8.046 acre tract situated in the MCKINNEY & WILLIAMS SURVEY, ABSTRACT No. 954, and the JOHN H. PHELPS SURVEY, ABSTRACT No. 1046, Parker County, Texas

July 2023

**TEXAS SURVEYING** INC.  
WEATHERFORD BRANCH - 817-594-0400  
FIRM No. 10100000 - WEATHERFORD@TXSURVEYING.COM

Existing Conditions

State of Texas
County of Parker

Whereas RBRS Ventures, LLC being the sole owner of a 8.046 acre tract situated in the MCKINNEY & WILLIAMS SURVEY, ABSTRACT No. 954, and the JOHN H. PHELPS SURVEY, ABSTRACT No. 1046, Parker County, Texas, and being all of that certain called 8.046 acre tract conveyed to RBRS Ventures, LLC described in Clerk's File No. 202233925, Real Property Records, of Parker County, Texas, (R.P.R.P.C.T.), and being more particularly described by metes and bounds as follows:

Bearings, Distances, and/or Areas derived from GNSS observations performed by Texas Surveying, Inc. and reflect N.A.D. 1983, Texas State Plane Coordinate System, North Central Zone 4202 (Grid):

BEHAVIOR of a set 1/2" capped iron rod (stamped "Texas Surveying, Inc.") in the west line of Lot 5, Block 1, L.B. Industrial Addition, according to the plat recorded in Cabinet C, Slide 72, Plat Records, Parker County, Texas (P.R.P.C.T.), same being the southeast corner of said 8.046 acre tract, for the southeast and beginning corner of the herein described tract, whence a found 5/8" capped iron rod bears N 00°18'28" E, 175.24 feet and the northwest corner of said Lot 5, Block 1, L.B. Industrial Addition bears N 00°18'28" E, 113.05 feet:

THENCE over and across that certain 9901 Bankhead Park, LLC tract described in Clerk's File No. 202233894, R.P.R.P.C.T. and along the south line of said 8.046 acre tract the following:

N 62°32'00" W, 106.99 feet, to a 1/2" iron rod with cap stamped "Texas Surveying, Inc." set for corner;
N 90°00'00" W, 263.98 feet, to a 1/2" iron rod with cap stamped "Texas Surveying, Inc." set for corner;
S 15°22'52" W, 212.42 feet, to a 1/2" iron rod with cap stamped "Texas Surveying, Inc." set for corner;
N 90°00'00" W, 178.23 feet, to a 1/2" capped iron rod found in the west line of said 8.046 acre tract, being the east line of that certain called 36.509 acre tract described in instrument to Magellan Pipeline Terminals, recorded in Volume 2563, Page 1768, R.P.R.P.C.T., for the southwest corner of said 8.046 acre tract and the herein described tract:

THENCE N 00°51'46" E, 395.92 feet, with the west line of said Tract 1, the east line of said 36.509 acre tract, to a 1/2" iron rod found for the southwest corner of that certain called 5.001 acre tract described in instrument to Ingram Enterprises, recorded in Volume 2512, Page 1228, R.P.R.P.C.T., being the westerly northwest corner of said Tract 1 and the herein described tract:

THENCE S 89°07'13" E, 319.37 feet, with the westerly north line of said 8.046 acre tract and the southerly line of said 5.001 acre tract, to a 1/2" capped iron rod found for the southeast corner of said 5.001 acre tract, being an interior corner of said 8.046 acre tract and the herein described tract:

THENCE N 01°06'14" E, 659.54 feet, with the northerly west line of said 8.046 acre tract and the easterly line of said 5.001 acre tract, to a MagNail set in concrete, for the northeast corner of said 5.001 acre tract, being the southerly southeast corner of that certain called 1.246 acre tract described in instrument to Liberty Fluid Power, recorded under Clerk's File Number 20191341, R.P.R.P.C.T., and being an angle point in the northerly west line of said 8.046 acre tract and the herein described tract:

THENCE N 00°33'13" W, 87.23 feet, with the most northerly west line of said 8.046 acre tract and the easterly line of said 1.246 acre tract, to a 1/2" capped iron rod found for the northwest corner of said 8.046 acre tract and the herein described tract:

THENCE S 82°45'36" E, with the most northerly line of said 8.046 acre tract, at 11.54 feet pass a 1/2" iron rod found for the southwest corner of that certain called 3.478 acre tract described in instrument to Tension Ventures, recorded under Clerk's File Number 201815383, R.P.R.P.C.T., continuing with the most northerly line of said 8.046 acre tract a total distance of 50.50 feet to a 1/2" iron rod found for an angle point in said line:

THENCE S 89°46'15" E, 210.64 feet, with the most northerly line of said 8.046 acre tract to a 3/8" iron rod found in the west line of Lot 1 of said Block 1, L.B. Industrial Addition, for the southeast corner of said 3.478 acre tract, being the northeast corner of said 8.046 acre tract and the herein described tract:

THENCE S 00°13'19" W, 603.25 feet, with the east line of said 8.046 acre tract, to a 3/8" iron rod found in the west line of Lot 3, of said Block 1, L.B. Industrial Addition, being an angle point in the east line of said 8.046 acre tract and the herein described tract:

THENCE S 00°33'07" W, 18.79 feet, continuing with the west line of said Lot 3, to a 3/8" iron rod found, and being an angle point in the east line of said 8.046 acre tract and the herein described tract:

THENCE S 00°18'28" W, 352.92 feet, with the east line of said 8.046 acre tract, to the POINT OF BEGINNING, and containing 8.046 acres, more or less.

Surveyor's Certificate

Know All Men By These Presents:

That I, Zachariah R. Savory, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments shown thereon as "set" were properly placed under my personal supervision.

Preliminary, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.

Zachariah R. Savory, Registered Professional Land Surveyor No. 5966
Texas Surveying, Inc. - Weatherford Branch
104 S. Walnut Street, Weatherford, Texas 76086
weatherford@txsurveying.com - 817-594-0400
Field Date: June 20, 2023 - AN05395-RP2

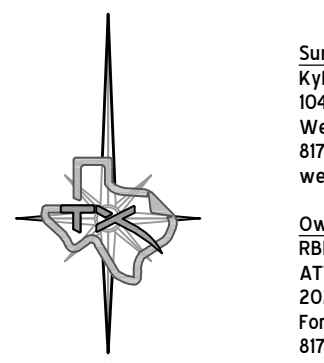
Surveyor's Notes:

- 1) No abstract of title or title commitment was provided to this surveyor. Record research performed by this surveyor was made only for the purpose of determining the boundary of this property and of the adjoining parcels. Record documents other than those shown on this survey may exist and encumber this property.
2) Bearings, Distances, and/or Areas derived from GNSS observations and reflect N.A.D. 1983, Texas State Plane Coordinate System, North Central Zone 4202 (Grid).
3) Underground utilities were not located during this survey. Call 811 and/or Utility Providers before excavation or construction.
4) Please consult all applicable governing entities regarding rules & regulations, that may affect construction on this property.
5) All corners are found 5/8" iron rods unless otherwise noted.
6) C.I.R.S. = Set 1/2" iron rod with plastic cap stamped "Texas Surveying, Inc."
7) At the time of this survey, this property appears to be located in the following special flood zone hazard area:
Other Areas, Zone "X" - Areas determined to be outside the 0.2% annual chance floodplain.

according to the F.I.R.M. Community Panel 48367C0450E, dated September 26, 2008: for up to date flood hazard information visit the official F.E.M.A. website at FEMA.gov.

City of Willow Park Notes:

- 8) Utility Easements may be used for the mutual use and accommodation of all public utilities, said use by public utilities being subordinate to the public's and The City of Willow Park's use thereof. The City of Willow Park and public utility entities shall have the right to remove and keep removed all or parts of any building, fences, trees, shrubs, or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in said easement. The City of Willow Park and public utility entities shall at all times have the full right of ingress and egress to or from their respective easements, without the necessity at any time procuring permission from anyone.
9) All lots shall conform to current zoning building set backs as specified by the City of Willow Park's Municipal Code of Ordinances.
10) Special Notice: selling a portion of this Addition by metes and bounds is a violation of City Ordinance and State Law, and is subject to fines and withholding of utilities and building permits.
11) Water to be provided by private water wells and sanitary sewer services to be provided by private on-site septic facilities.



Surveyor:
Kylie Rucker, R.P.L.S.
104 S. Walnut St
Weatherford, TX 76086
817-594-0400
weatherford@txsurveying.com

Owner:
RBRS Ventures, LLC
ATTN: Vicki Sears
2020 S. Cherry Ln
Fort Worth, TX 76108
817-991-5129

1" = 120'

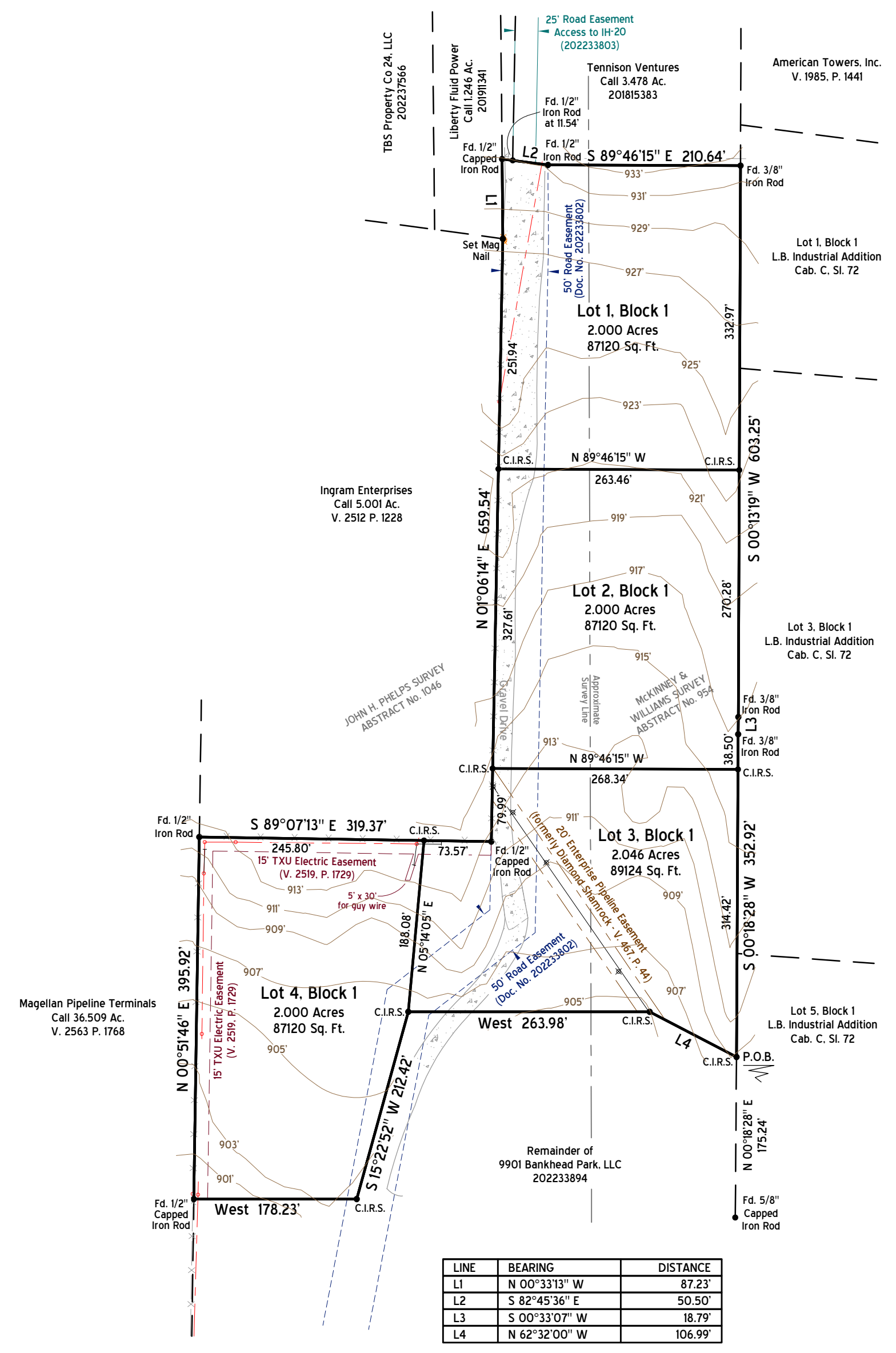
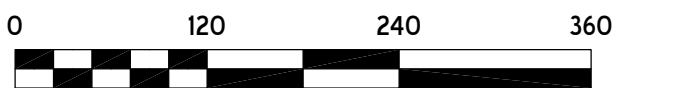
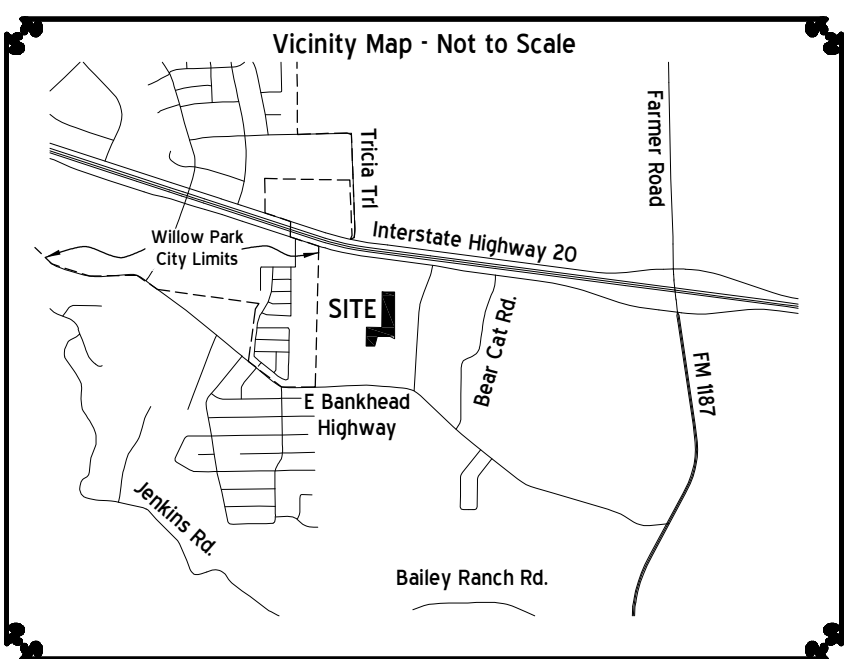


Table with 3 columns: LINE, BEARING, DISTANCE. Contains lines L1 through L4 with their respective bearings and distances.

CITY OF WILLOW PARK, TEXAS
CITY COUNCIL
NOTE: THIS PLAT IS VALID ONLY IF RECORDED WITHIN SIX (6) MONTHS AFTER DATE OF APPROVAL.
PLAT APPROVED
DATE:
BY:
CITY MAYOR
ATTEST:
CITY SECRETARY



Plat Cabinet Slide



NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That, RBRS Ventures, LLC, acting herein by and through its duly authorized officers, does hereby certify and adopt this plat designating the herein above described property as Lots 1-4, Block 1, Broadway Business Park, an addition to the Extraterritorial Jurisdiction of the City of Willow Park, Parker County, Texas, and does hereby dedicate to the public use forever, the streets and alleys shown thereon. RBRS Ventures, LLC does herein certify the following: 1. The streets and alleys are dedicated for street and alley purposes. 2. All public improvements and dedications shall be free and clear of all debt, liens, and/or encumbrances. 3. The easements and public use areas, as shown, are dedicated for the public use forever for the purposes indicated on this plat. 4. No building, fences, trees, shrubs, or other improvements or growths shall be constructed or placed upon, over or across the easements as shown, except that landscape improvements may be placed in landscape easements if approved by The City of Willow Park. 5. The City of Willow Park, is not responsible for replacing any improvements in, under, or over any easements caused by maintenance or repair. 6. Utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by public utilities being subordinate to the public's and The City of Willow Park's use thereof. 7. The City of Willow Park, and public utilities shall have the right to remove and keep removed all or parts of any building, fences, trees, shrubs or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in the easements. 8. The City of Willow Park, and public utilities shall at all times have the full right of ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity at any time permission from anyone. 9. All modifications to this document shall be by means of plat and approved by The City of Willow Park.

Witness my hand at \_\_\_\_\_ County, Texas.

This the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

RBRS Ventures, LLC - Randall Sears (Manager) Date

State of Texas

County of \_\_\_\_\_

Before me, the undersigned authority, a notary public in and for the State of Texas, on this day personally appeared \_\_\_\_\_ known to me to be the person whose name is subscribed to the above and foregoing instrument, and acknowledged to me that he/she executed the same for the purpose and considerations therein expressed, on behalf of said entities and in the capacities stated.

given under my hand and seal of office on this the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

Notary Public in and for the State of Texas

LIENHOLDER ACKNOWLEDGEMENT:

The Lienholder hereby consents to the plat of Lots 1-4, Block 1, Broadway Business Park, as shown herein.

By: Ciera Bank

Name & Title of Authorized Representative

Date:

State of Texas

County of \_\_\_\_\_

Before me, the undersigned authority, a notary public in and for the State of Texas, on this day personally appeared \_\_\_\_\_ known to me to be the person whose name is subscribed to the above and foregoing instrument, and acknowledged to me that he/she executed the same for the purpose and considerations therein expressed, on behalf of said entities and in the capacities stated.

given under my hand and seal of office on this the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

Notary Public in and for the State of Texas

Preliminary Plat
Lots 1-4, Block 1
Broadway Business Park

an addition to the Extraterritorial Jurisdiction of the City of Willow Park, Parker County, Texas

Being a 8.046 acre tract situated in the MCKINNEY & WILLIAMS SURVEY, ABSTRACT No. 954, and the JOHN H. PHELPS SURVEY, ABSTRACT No. 1046, Parker County, Texas

July 2023

TEXAS SURVEYING INC.

WEATHERFORD BRANCH - 817-594-0400
FIRM No. 10100000 - WEATHERFORD@TXSURVEYING.COM





# CORRECTIONS LIST

Project Type: Preliminary Plat | Project Title: Preliminary Plat

ID # 23-000243 | Started: 06/27/2023 at 1:57 PM

## Address

Broadway Business Park  
6601-6604 Broadway  
Blvd., Willow Park, TX  
USA 76087

## Legal

No legal information

## Property Info

No property information

## Description

Broadway Business Park | Lot 1-4 Block 1 |

CORRECTION / ADDED ON	DESCRIPTION	PRIORITY
<b>Miscellaneous</b>		Required: 14   Corrected: 0
<b>Fire Apparatus Access Roads</b> [IFC 2012 Appendix D] By: Kevin Lockwood 07/12/2023 at 11:26 AM <b>REQUIRED</b>	Roads must meet city standards. If the road does not go through to I20 service road, a turnaround will be required with radiuses for the largest apperatus. Those figures can be required if needed. Please refer to appendix D for requirements.	<b>Normal</b>
<b>Public Street</b> By: Toni Fisher 07/11/2023 at 5:12 PM <b>REQUIRED</b>	"Broadway Boulevard" is listed as a "Road Easement" on the plat and an "Access Easement" per the filed instrument. Are there intentions for this to be designated as a public street or remain only a private access easement?	<b>Normal</b>
<b>Utilities</b> By: Toni Fisher 07/11/2023 at 4:49 PM <b>REQUIRED</b>	Is the property owner planning on accessing public utilities?	<b>Normal</b>
<b>ENG – Scale</b> By: Gretchen Vazquez 07/11/2023 at 2:07 PM <b>REQUIRED</b>	The use of "off-standard" scales is not permitted. The plat shall be drawn to a scale of not more than 1" = 200' and where the area being subdivided will not fit in the prevoiusly mentioned dimensions, two or more sheets shall be used.	<b>Normal</b>

**ENG – Vicinity Map**

By: Gretchen Vazquez  
07/11/2023 at 2:02 PM

REQUIRED

The city limits are not shown correctly. Please revise.

Normal

**ENG - Surveyor's Certificate and Seal**

By: Gretchen Vazquez  
07/11/2023 at 2:01 PM

REQUIRED

The name of the surveyor shown on the Surveyor's Certificate does not match the name of the surveyor on the bottom left corner of the plat. Verify.

Normal

**ENG – Existing Gravel Drive**

By: Gretchen Vazquez  
07/11/2023 at 2:01 PM

REQUIRED

There are sections of the existing gravel drive outside the limits of the 50' road easement.

Normal

**ENG – Existing Gravel Drive**

By: Gretchen Vazquez  
07/11/2023 at 2:00 PM

REQUIRED

Are any road improvements being proposed?

Normal

**ENG – Broadway Boulevard**

By: Gretchen Vazquez  
07/11/2023 at 2:00 PM

REQUIRED

Explain the reason for naming the access or road easement as Broadway Boulevard.

Normal

**ENG – Lot 3, Block 1, Broadway Business Park**

By: Gretchen Vazquez  
07/11/2023 at 1:59 PM

REQUIRED

There's an area west of the road easement that may be too small to develop.

Normal

**ENG - Plat Notes and Conditions**

By: Gretchen Vazquez  
07/11/2023 at 1:58 PM

REQUIRED

Add note regarding the obligations, responsibilities and maintenance of the easement parcel by its respective owners.

Normal



**ENG – 25' Road Easement (Access to IH 20)**

By: *Gretchen Vazquez*  
07/11/2023 at 1:58 PM

**REQUIRED**

Confirm that the 25' road easement north of Lot 1, Block 1 has not been abandoned.

**Normal**

**ENG – Existing Conditions**

By: *Gretchen Vazquez*  
07/11/2023 at 1:57 PM

**REQUIRED**

Clarify how runoff from the lots will be conveyed. Runoff from adjacent lots or properties must be conveyed in an easement rather than across lots.

**Normal**

**ENG – Access Easement Agreement**

By: *Gretchen Vazquez*  
07/11/2023 at 1:57 PM

**REQUIRED**

Provide a legible copy of the Access Easement Agreement for our files. Are exhibits (depiction of area) for Parcels A and B available?

**Normal**

**Review Category A**

Required: 1 | Corrected: 0

**See City Engineer Comments**

By: *Michelle Guelker*  
07/11/2023 at 12:06 PM

**REQUIRED**

See City Engineer Comments

**Normal**

ACCESS EASEMENT AGREEMENT

THIS ACCESS EASEMENT AGREEMENT (this "Agreement") is made and entered into as of the 9<sup>th</sup> day of September 2022 (the "Effective Date"), by and between 9901 Bankhead Park, LLC, a Texas limited liability company ("Parcel A Owner" or "Grantor") and RBRS Ventures, LLC, a Texas limited liability company ("Parcel B Owner" or "Grantee").

WITNESSETH:

A. Parcel A Owner is the owner of that certain tract of land as more particularly shown and/or described on Exhibit "A" attached hereto ("Parcel A").

B. Parcel B Owner is the owner of that certain tract of land described on Exhibit "B" attached hereto and made a part hereof ("Parcel B").

C. Parcel A and Parcel B are referred to individually as a "Parcel" and collectively as the "Parcels," and Parcel A Owner and Parcel B Owner are referred to individually as an "Owner" and collectively as the "Owners."

D. Easement Estate created by that certain General Warranty Deed, dated April 8, 2005, executed by Bankhead Building Joint Venture to WTW Properties, Inc., filed of record April 27, 2005, recorded in Volume 2321, Page 1012, Real Property Records, Parker County, Texas, previously conveyed in Volume 2104, Page 682 and Volume 2105, Page 802, Real Property Records, Parker County, Texas, is currently situated across portions of both Parcels for cross access between the Parcels to and from the adjoining streets, as described as "Tract 2" and depicted on Exhibit "C" attached hereto and incorporated herein for all purposes (the "Easement Parcel").

E. A portion of said 50' wide easement referenced above is affected by that one certain Access Easement Agreement between WCRE Bankhead Offices, LLC and Vesuvius Holdings, LLC, recorded under Document No. 202130156, Real Property Records, Parker County, Texas. However, said Easement does not benefit Parcel B. As such, Parcel A owner assumes all obligations and responsibilities set forth therein.

NOW, THEREFORE, for and in consideration of the premises, the Owners do hereby agree as follows:

1. Grant. Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration to it paid by Grantee, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, sell and convey to Grantee a non-exclusive easement over and across the Parcel A, for the benefit of and appurtenant to the Parcel B, to provide free and uninterrupted vehicular and pedestrian access, ingress and egress over and across the Easement Parcel and the currently existing road or driveway adjacent to the Easement Parcel on Grantor's Parcel to and from East Bankhead Highway (the "Grantee Access Easement"), to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever, subject to the terms hereof.

Grantee, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration to it paid by Grantor, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, sell and convey to Grantor a non-exclusive easement over and across the Parcel B, for the benefit of and appurtenant to the Parcel A, to provide free and uninterrupted vehicular and pedestrian access, ingress and egress over and across the Easement Parcel on Grantee's Parcel to and from the northern boundary of Parcel B (the "Grantor Access Easement"), to have and hold it to Grantee,

Grantee's heirs, executors, administrators, successors, or assigns forever, subject to the terms hereof. The Grantee Access Easement and Grantor Access Easement are hereinafter referred to as the Easement Parcel.

2. **Purpose.** The Owners agree that the Easement Parcel shall not be relocated or materially modified without the consent of all parties and shall remain open and unobstructed at all times except for temporary periods (a) for repairs so long as such temporary closure shall not be for a period longer than is commercially reasonable to complete such repair, (b) to prevent dedication thereof to the public or the accrual of any presumptive rights to any person, provided that closure under this clause (b) shall not exceed twenty-four (24) hours and shall not occur more often than once per calendar year, (c) during construction of improvements on either Parcel, and (d) except as required by governmental or quasi-governmental authorities. No walls, fences or barriers of any sort or kind or building improvements, signage, overhead height restricting bars and frames or other obstructions shall be permitted, constructed or maintained on, across or within the Easement Parcel that would impede use of same for the free access and movement of pedestrian and vehicular traffic between the Parcels and adjoining streets and rights of way, except to the extent required by applicable law.

3. **Construction.** Grantor grants Parcel B Owner a temporary construction easement on the Easement Parcel and twenty feet (20') on either side of the Easement Parcel to allow the improvement of the Easement Parcel and Parcel B Owner is granted the right, but not the obligation to pave the Easement Parcel at Parcel B Owner's discretion. Parcel B Owner shall be entitled to reimbursement for one-half (1/2) of the costs of construction of such drive from Grantor. Such Owner shall perform its construction in accordance with all applicable laws and using either asphalt, chipseal or concrete. In the event such reimbursement does not occur within thirty (30) days, Parcel B Owner shall be entitled to file a lien on Grantor's property, in addition to any other rights it may have.

4. **Repair and Maintenance.** Each Owner shall, at its own expense, maintain and repair the portion of the Easement Parcel located on its respective Parcel in good condition. The obligation to maintain, repair and keep in good condition the Easement Parcel shall include (but shall not be limited to) the following: (i) maintaining, repairing and replacing the paved surfaces in good condition and at such grades and levels so that they may be used and enjoyed by all Owners (and their respective successors and assigns, and the licensees, tenants, employees, contractors, and customers of owners and tenants) with the type of surfacing material originally installed or of a similar quality, use and durability; (ii) cleaning and sweeping as necessary; and (iii) resurfacing and restriping as necessary. If any Owner determines, in good faith, that maintenance or repair of the Easement Parcel on another Owner's Parcel is necessary, such party (the "Notifying Party") shall notify in writing the party (the "Receiving Party") that the Notifying Party intends to make necessary repairs or commence the required repairs, in which event Notifying Party shall conduct such maintenance and repair with diligence to a conclusion within a reasonable time thereafter. Upon completion of such maintenance and repairs, the Receiving Party shall reimburse the Notifying Party for the actual costs of such repair and maintenance work within thirty (30) days after receipt of an invoice and supporting documentation for such work.

5. **Temporary Construction Easements.** Each Owner does hereby grant a temporary construction easement to the other Owners, their agents and employees, with necessary equipment, to enter, improve, use and take such other necessary steps on those portions of the Parcels, but only so much as may be reasonably necessary for the purpose of completing paving of the Easement Parcel described herein, conducting necessary maintenance, repairs, and replacement of the Easement Parcel. The respective temporary easements granted in this Section shall commence as of the Effective Date and shall terminate upon the completion of the aforementioned work or maintenance by the respective Owner.

6. **Further Assurances.** The Owners agree to execute and deliver such additional documents and instruments and to perform such additional acts as may be necessary or appropriate to effectuate, carry out and perform all of the terms, provisions and conditions of this Agreement.

7. **Binding Effect.** The Easement and other obligations created hereunder shall create mutual benefits and servitudes running with the land. Subject to the other provisions hereof, this Agreement shall bind and inure to the benefit of the parties hereto and their respective heirs, legal representatives, lessees, successors and assigns.

8. **Partial Invalidity.** If any provision of this Agreement shall be or become invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby.

9. **Governing Law.** THIS AGREEMENT SHALL BE GOVERNED BY, CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.

10. **Entire Agreement.** This Agreement contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representation or modification concerning this Agreement shall be of no force and effect excepting a subsequent modification in writing, signed by the party to be charged.

11. **Modification or Termination.** This Agreement may be modified, amended, or terminated only by the joint action of all of the record owners of the Parcels at the time of such modification, amendment, or termination.

12. **Counterparts.** This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

13. **Attorneys' Fees.** Any party who is the prevailing party in any legal proceeding against any other party brought under or in connection with this agreement or the subject matter hereof, is additionally entitled to recover reasonable attorney's fees, expert fees, and all other litigation expenses.

14. **Indemnification.** Each Owner (the "Indemnifying Owner") shall indemnify, defend and hold the other Owners (the "Indemnitees") harmless of and from any and all loss, cost, damage, injury or expense, including, without limitation, reasonable attorneys' fees (collectively, "Losses") caused by any of the following: (a) injury to or death of any person, damage to property arising out of or in connection with the use by the Indemnifying Owner and/or its contractors, employees, agents or others acting on behalf of the Indemnifying Owner of the easements granted to the Indemnifying Owner hereunder; (b) actual or asserted mechanics' liens with respect to the Easement Parcel and/or the Parcel owned by the Indemnitees for work performed, materials or supplies furnished at the request of the Indemnifying Owner (a "Covered Mechanics' Lien"), and in connection herewith, the Indemnifying Owner may contest a Covered Mechanics' Lien; provided, however, that the Indemnifying Party shall either fully pay and discharge, or bond over, any Covered Mechanics' Lien within 20 days after learning of the Covered Mechanics' Lien; (c) the Indemnifying Owner's failure to comply with all laws, rules, regulations and requirements of all public authorities applicable to the use of the Easement Parcel; and/or (d) the Indemnifying Owner's failure to materially comply with the provisions of this Agreement. Moreover, the Owners will at all times during the duration of this Agreement maintain and pay for comprehensive general liability insurance affording protection to itself in such amounts as may be agreed to between the Owners.

15. Notices. Any notice required or permitted under this agreement must be in writing. Any notice required by this agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

16. Default. In the event of a breach, or attempted or threatened breach, by any owner of any portion of the Parcels of any of the terms, covenants, and conditions hereof, any one or all of the other Owners of the Parcels shall be entitled forthwith to injunctive relief and/or all such other available legal and equitable remedies from the consequences of such breach. All costs and expenses incurred by an Owner in any such suit or proceedings shall be assessed against the defaulting Owner and shall constitute a lien against the defaulting Owner's portion of the Parcels effective upon recording notice thereof in the Office of the County Clerk of Parker County, Texas. The remedies of any one or all such Owners to the Parcels shall be cumulative as to each Owner and as to all other remedies permitted at law or in equity.

17. Choice of Law, Venue and Forum. This Agreement, the entire relationship of the parties hereto, and any litigation between the parties (whether grounded in contract, tort, statute, law or equity) shall be governed by, construed in accordance with, and interpreted pursuant to the laws of the State of Texas, without giving effect to its choice of laws principles. Exclusive venue for any litigation between the parties hereto shall be in Parker County, Texas.

18. No Joint Venture or Partnership. The parties do not intend by this agreement to create a partnership or joint venture among themselves, but merely set forth the terms and conditions of the obligations set forth in this Agreement regarding the Parcels, the development of same, and other related matters. No party to this Agreement is authorized to act as agent for any other party or to otherwise act on behalf of any other party.

EXECUTED as of the Effective Date first written above.

**PARCEL A OWNER:**

9901 Bankhead Park, LLC,  
a Texas limited liability company

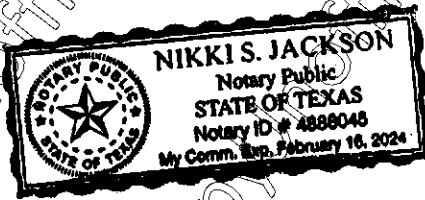
By: [Signature]  
Name: Zach Johnson  
Title: Manager

STATE OF TEXAS

COUNTY OF TARRANT

This instrument was acknowledged before me on Sept. 9, 2022 by Zachary Johnson, Manager of 9901 Bankhead Park, LLC, a Texas limited liability company, on behalf of said limited liability company, for the purposes and consideration therein expressed.

[Signature]  
Notary Public Signature



EXECUTED as of the Effective Date first written above.

**PARCEL A OWNER:**

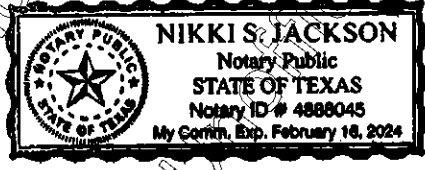
9901 Bankhead Park, LLC,  
a Texas limited liability company

By: Roger Smeltzer  
Name: Roger U Smeltzer Jr  
Title: Member Manager

STATE OF TEXAS §  
  §  
COUNTY OF Tarrant §

This instrument was acknowledged before me on Sept. 9, 2022 by Roger U Smeltzer Jr of 9901 Bankhead Park, LLC, a Texas limited liability company, on behalf of said limited liability company, for the purposes and consideration therein expressed.

[Signature]  
Notary Public Signature



**PARCEL B OWNER:**

RBRV Ventures, LLC,  
a Texas limited liability company

By: *Randall S. Spivey*  
Name: Randall Spivey  
Title: MEMBER

STATE OF TEXAS

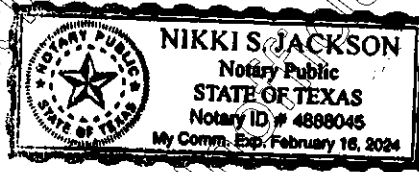
COUNTY OF Tarrant

This instrument was acknowledged before me on Sept. 9 2022 by Randall Spivey  
member of RBRV Ventures, LLC, a Texas limited liability company, on behalf of  
said limited liability company, for the purposes and consideration therein expressed.

*Nikki S. Jackson*  
Notary Public Signature

**Exhibits:**

- "A" - Description of Parcel A
- "B" - Description of Parcel B
- "C" - Description and Depiction of Easement Parcel





**PARCEL B OWNER:**

RBRS Ventures LLC,  
a Texas limited liability company

By: [Signature]  
Name: Chad Sears  
Title: member

STATE OF TEXAS

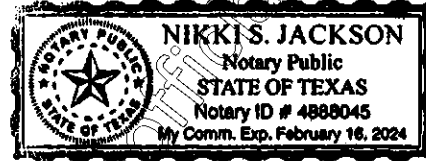
COUNTY OF TARRANT

This instrument was acknowledged before me on Sept. 9 2022 by Chad Sears  
member of RBRS Ventures, LLC, a Texas limited liability company, on behalf of  
said limited liability company, for the purposes and consideration therein expressed.

[Signature]  
Notary Public Signature

**Exhibits:**

- "A" - Description of Parcel A
- "B" - Description of Parcel B
- "C" - Description and Depiction of Easement Parcel



**EXHIBIT "A"**  
**DESCRIPTION OF PARCEL A**

**TRACT 1:**

Being a tract of land situated in the J. Phelps Survey, Abstract No. 1046, McKinney and Williams Survey, Abstract No. 955 and the E. Oker Survey, Abstract No. 1031, Parker County, Texas, said being that tract of land conveyed to WCRE BANKHEAD OFFICES, LLC, a Texas limited liability company, described as Tract 1 and Tract 2, by Special Warranty Deed with Vendor's Lien, recorded in Instrument No. 201926028, Official Public Records, Parker County, Texas, less that tract of land known as Lot 1, Block 1 of Worth CRE Addition, an Addition to the ETJ of Willow Park, Parker County, Texas, according to the Plat thereof recorded in Cabinet E, Slide 743 (Instrument No. 202118242), Official Public Records, Parker County, Texas, with the remainder being more particularly described by metes and bounds as follows:

**BEGINNING** at a 1/2 inch iron rod found at the Southwest corner of a tract of land conveyed to Ward Campbell by Deed recorded in Volume 2435, Page 839, Deed Records, Parker County, Texas, said point being on the North right-of-way line of East Bankhead Highway (variable width right-of-way);

**THENCE** North 84 degrees 51 minutes 05 seconds West, along said North right-of-way line of East Bankhead Highway, a distance of 182.27 feet to a point for corner at the Southeast corner of said Lot 1, Block 1;

**THENCE** leaving said North right-of-way line of East Bankhead Highway and traversing along Lot 1, Block 1 as follows:

North 00 degrees 14 minutes 21 seconds East, a distance of 651.33 feet to a point for corner;

North 11 degrees 23 minutes 01 seconds East, a distance of 7.83 feet to a point for corner;

South 88 degrees 20 minutes 44 seconds West, a distance of 38.36 feet to a point for corner;

South 43 degrees 41 minutes 31 seconds West, a distance of 195.40 feet to a point for corner at the Northwest corner of said Lot 1, Block 1, said point being on the East line of a tract of land conveyed to Magellan Pipeline Company, LP, by Deed recorded in Volume 2563, Page 1768, Deed Records, Parker County, Texas;

**THENCE** North 01 degrees 23 minutes 44 seconds East, along said East line of Magellan tract, a distance of 672.96 feet to a point for corner at the Southwest corner of a tract of land conveyed to Ingram Enterprises, LP, described as Tract 1, by Deed recorded in Volume 2512, Page 1228, Deed Records, Parker County, Texas, from which a fence post for witness has a bearing and distance of North 40 degrees 50 minutes 33 seconds E, 1.38 feet;

**THENCE** South 88 degrees 34 minutes 09 seconds East, along the South line of said Ingram tract, a distance of 319.42 feet to a 1/2 inch iron rod found at the Southeast corner of said Ingram tract;

**THENCE** North 01 degrees 37 minutes 11 seconds East, along the East line of said Ingram tract, a distance of 659.60 feet to a point for corner at the common Northeast corner of said Ingram tract and the Southeast corner of a tract of land conveyed to Liberty Fluid Power, Inc., by Deed recorded in Instrument No. 201911341, Official Public Records, Parker County, Texas;

**THENCE** North 00 degrees 02 minutes 15 seconds East, along the East line of said Liberty tract, a distance of 87.31 feet to a 3/8 inch iron rod found at the Southwest corner of the remainder tract of land conveyed to J. Childers, III, by Deed recorded in Instrument No. 201201035, Official Public Records, Parker County, Texas;

**THENCE** South 82 degrees 11 minutes 34 seconds East, along the South line of said remainder Childers tract, a distance of 50.54 feet to a 5/8 inch iron rod found at the most Southern Southwest corner of a tract of land conveyed to Tonnison Ventures, LP, by Deed recorded in Instrument No. 201815383, Official Public Records, Parker County, Texas;

**THENCE** South 89 degrees 13 minutes 55 seconds East, along the South line of said Tonnison tract, a distance of 210.59 feet to a 3/8 inch iron rod found at the Southeast corner of said Tonnison tract, said point being on the West line of Lot 1, Block 1 of Industrial Addition, an Addition to Parker County, according to the map recorded in Cabinet C, Slide 72, Map Records, Parker County, Texas;

THENCE South 00 degrees 47 minutes 13 seconds West, along said West line of Lot 1, Block 1, a distance of 1,123.51 feet to a point for corner on the West line of Lot 5, Block 1 of said Industrial Addition;

THENCE South 01 degrees 07 minutes 27 seconds West, along said West line of Lot 5, Block 1, a distance of 27.15 feet to a 3/8 inch iron rod found at the Northeast corner of the aforementioned Campbell tract;

THENCE North 85 degrees 44 minutes 44 seconds West, along the North line of said Campbell tract, a distance of 245.88 feet to a 1/2 inch iron pipe found at the Northwest corner of said Campbell tract;

THENCE South 00 degrees 14 minutes 05 seconds West, along the West line of said Campbell tract, a distance of 802.40 feet to the POINT OF BEGINNING and containing 607,136 square feet or 13.94 acres of land.

**LESS AND EXCEPT:**

Being a 8.046 acre tract situated in the MCKINNEY & WILLIAMS SURVEY, ABSTRACT No. 954, and the JOHN H. PHELPS SURVEY, ABSTRACT No. 1046, Parker County, Texas, and being out of and a portion of the remainder of that certain called 9.865 acre tract described as Tract 1, and that certain called 6.471 acre tract described as Tract 2, both in instrument to WCRE Bankhead Offices, LLC, recorded under Clerk's File Number 201926026, of the Real Property Records, of Parker County, Texas, (R.P.R.P.C.T.), said 8.046 acre tract being more particularly described as follows:

Bearings, Distances, and/or Areas derived from GNSS observations performed by Texas Surveying, Inc. and reflect N.A.D. 1983, Texas State Plane Coordinate System, North Central Zone 4202. (Grid) COMMENCING at a 1/2" iron rod with cap stamped "Texas Surveying, Inc." set in the north right-of-way of East Bankhead Highway, for the southwest corner of that certain called 3.439 acre tract described in instrument to Ward A. Campbell, recorded in Volume 2435, Page 839, R.P.R.P.C.T., being the southerly southeast corner of said Tract 2 and the herein described tract, from which a 5/8" iron rod found for the southerly southeast corner of said 3.439 acre tract bears S 86°55'22" E, 31.33 feet;

THENCE with the common line of said Tract 2 and said 3.439 acre tract, the following:

1) N 00°17'46" W, 802.46 feet, to a 1/2" iron pipe found for the northwest corner of said 3.439 acre tract, being an interior corner of said Tract 2;

2) S 86°18'56" E, 245.86 feet, to a 5/8" capped iron rod found in the west line of Lot 5, Block 1, of L.B. Industrial Addition, plat of said subdivision recorded in Cabinet C, Slide 72, Plat Records of Parker County, Texas, for the northeast corner of said 3.439 acre tract, being the easterly southeast corner of said Tract 2;

THENCE N 00°18'28" E, 175.24 feet, with the east line of said Tract 2, the west line of said Lot 5, to a 1/2" iron rod with cap stamped "Texas Surveying, Inc." set for the POINT OF BEGINNING, being the southeast corner of the herein described tract;

THENCE severing and over and across said Tract 2 and said Tract 1, the following:

1) N 62°32'00" W, 106.99 feet, to a 1/2" iron rod with cap stamped "Texas Surveying, Inc." set for corner;

2) N 90°00'00" W, 263.98 feet, to a 1/2" iron rod with cap stamped "Texas Surveying, Inc." set for corner;

3) S 15°22'52" W, 212.42 feet, to a 1/2" iron rod with cap stamped "Texas Surveying, Inc." set for corner;

4) N 90°00'00" W, 178.23 feet, to a 1/2" iron rod with cap stamped "Texas Surveying, Inc." set for corner in the west line of said Tract 1, being the east line of that certain called 36.509 acre tract described in instrument to Magellan Pipeline Terminals, recorded in Volume 2563, Page 1768, R.P.R.P.C.T., for the southwest corner of the herein described tract;

THENCE N 00°51'46" E, 395.92 feet, with the west line of said Tract 1, the east line of said 36.509 acre tract, to a 1/2" iron rod found for the southwest corner of that certain called 5.001 acre tract described in instrument to Ingram Enterprises, recorded in Volume 2512, Page 1228, R.P.R.P.C.T., being the westerly northwest corner of said Tract 1 and the herein described tract;

THENCE S 89°07'13" E, 319.37 feet, with the westerly north line of said Tract 1, the southerly line of

said 5.001 acre tract, to a 1/2" capped iron rod found for the southeast corner of said 5.001 acre tract, being an interior corner of said Tract 1 and the herein described tract;

THENCE N 01°06'14" E, 659.54 feet, with the northerly west line of said Tract 1, the easterly line of said 5.001 acre tract, to a MagNail set in concrete, for the northeast corner of said 5.001 acre tract, being the southerly southeast corner of that certain called 1.246 acre tract described in instrument to Liberty Fluid Power, recorded under Clerk's File Number 201911341, R.P.R.P.C.T., and being an angle point in the northerly west line of said Tract 1 and the herein described tract;

THENCE N 00°33'13" W, 87.23 feet, with the most northerly west line of said Tract 1, the easterly line of said 1.246 acre tract, to a 1/2" capped iron rod found for the northerly northwest corner of said Tract 1 and the herein described tract;

THENCE S 82°45'36" E, with the most northerly line of said Tract 1, at 11.54 feet pass a 1/2" iron rod found for the southwest corner of that certain called 3.478 acre tract described in instrument to Tennison Ventures, recorded under Clerk's File Number 201815383, R.P.R.P.C.T., continuing with the most northerly line of said Tract 1 a total distance of 50.50 feet to a 1/2" iron rod found for an angle point in said line;

THENCE S 89°46'15" E, 210.64 feet, with the most northerly line of said Tract 1, to a 3/8" iron rod found in the west line of Lot 1, of said Block 1, L.B. Industrial Addition, for the southeast corner of said 3.478 acre tract, being the northeast corner of said Tract 1 and the herein described tract;

THENCE S 00°13'19" W, 603.25 feet, with the east line of said Tract 1, to a 3/8" iron rod found in the west line of Lot 3, of said Block 1, L.B. Industrial Addition, being an angle point in the east line of said Tract 1 and the herein described tract;

THENCE S 00°33'07" W, 18.79 feet, continuing with the west line of said Lot 3, to a 3/8" iron rod found for the easterly southeast corner of said Tract 1, being the northeast corner of said Tract 2, and being an angle point in the east line of the herein described tract;

THENCE S 00°18'28" W, 352.92 feet, with the northerly east line of said Tract 2, to the POINT OF BEGINNING, and containing 8.046 acres, more or less.

EXHIBIT "B"  
DESCRIPTION OF PARCEL B

Being a 8.046 acre tract situated in the MCKINNEY & WILLIAMS SURVEY, ABSTRACT No. 954, and the JOHN H. PHELPS SURVEY, ABSTRACT No. 1046, Parker County, Texas, and being out of and a portion of the remainder of that certain called 9.865 acre tract described as Tract 1, and that certain called 6.471 acre tract described as Tract 2, both in instrument to WCRE Bankhead Offices, LLC, recorded under Clerk's File Number 201926026, of the Real Property Records, of Parker County, Texas, (R.P.R.P.C.T.), said 8.046 acre tract being more particularly described as follows:

Bearings, Distances, and/or Areas derived from GNSS observations performed by Texas Surveying, Inc. and reflect N.A.D. 1983, Texas State Plane Coordinate System, North Central Zone 4202. (Grid) COMMENCING at a 1/2" iron rod with cap stamped "Texas Surveying, Inc." set in the north right-of-way of East Bankhead Highway, for the southwest corner of that certain called 3.439 acre tract described in instrument to Ward A. Campbell, recorded in Volume 2435, Page 839, R.P.R.P.C.T., being the southerly southeast corner of said Tract 2 and the herein described tract, from which a 5/8" iron rod found for the southerly southeast corner of said 3.439 acre tract bears S 86°55'22" E, 31.33 feet;

THENCE with the common line of said Tract 2 and said 3.439 acre tract, the following:

1) N 00°17'46" W, 802.46 feet, to a 1/2" iron pipe found for the northwest corner of said 3.439 acre tract, being an interior corner of said Tract 2;

2) S 86°18'56" E, 245.86 feet, to a 5/8" capped iron rod found in the west line of Lot 5, Block 1, of L.B. Industrial Addition, plat of said subdivision recorded in Cabinet C, Slide 72, Plat Records of Parker County, Texas, for the northeast corner of said 3.439 acre tract, being the easterly southeast corner of said Tract 2;

THENCE N 00°18'28" E, 175.24 feet, with the east line of said Tract 2, the west line of said Lot 5, to a 1/2" iron rod with cap stamped "Texas Surveying, Inc." set for the POINT OF BEGINNING, being the southeast corner of the herein described tract;

THENCE severing and over and across said Tract 2 and said Tract 1, the following:

- 1) N 62°32'00" W, 106.99 feet, to a 1/2" iron rod with cap stamped "Texas Surveying, Inc." set for corner;
- 2) N 90°00'00" W, 263.98 feet, to a 1/2" iron rod with cap stamped "Texas Surveying, Inc." set for corner;
- 3) S 15°22'52" W, 212.42 feet, to a 1/2" iron rod with cap stamped "Texas Surveying, Inc." set for corner;
- 4) N 90°00'00" W, 178.23 feet, to a 1/2" iron rod with cap stamped "Texas Surveying, Inc." set for corner in the west line of said Tract 1, being the east line of that certain called 36.509 acre tract described in instrument to Magellan Pipeline Terminals, recorded in Volume 2563, Page 1768, R.P.R.P.C.T., for the southwest corner of the herein described tract;

THENCE N 00°51'46" E, 395.92 feet, with the west line of said Tract 1, the east line of said 36.509 acre tract, to a 1/2" iron rod found for the southwest corner of that certain called 5.001 acre tract described in instrument to Ingram Enterprises, recorded in Volume 2512, Page 1228, R.P.R.P.C.T., being the westerly northwest corner of said Tract 1 and the herein described tract;

THENCE S 89°07'13" E, 319.37 feet, with the westerly north line of said Tract 1, the southerly line of said 5.001 acre tract, to a 1/2" capped iron rod found for the southeast corner of said 5.001 acre tract, being an interior corner of said Tract 1 and the herein described tract;

THENCE N 01°06'14" E, 659.54 feet, with the northerly west line of said Tract 1, the easterly line of said 5.001 acre tract, to a Mag Nail set in concrete, for the northeast corner of said 5.001 acre tract, being the southerly southeast corner of that certain called 1.246 acre tract described in instrument to

Liberty Fluid Power, recorded under Clerk's File Number 201911341, R.P.R.P.C.T., and being an angle point in the northerly west line of said Tract 1 and the herein described tract;

THENCE N 00°33'13" W, 87.23 feet, with the most northerly west line of said Tract 1, the easterly line of said 1.246 acre tract, to a 1/2" capped iron rod found for the northerly northwest corner of said Tract 1 and the herein described tract;

THENCE S 82°45'36" E, with the most northerly line of said Tract 1, at 11.54 feet pass a 1/2" iron rod found for the southwest corner of that certain called 3.478 acre tract described in instrument to Tennison Ventures, recorded under Clerk's File Number 201815383, R.P.R.P.C.T., continuing with the most northerly line of said Tract 1 a total distance of 50.50 feet to a 1/2" iron rod found for an angle point in said line;

THENCE S 89°46'15" E, 210.64 feet, with the most northerly line of said Tract 1, to a 3/8" iron rod found in the west line of Lot 1, of said Block 1, L.B. Industrial Addition, for the southeast corner of said 3.478 acre tract, being the northeast corner of said Tract 1 and the herein described tract;

THENCE S 00°13'19" W, 603.25 feet, with the east line of said Tract 1, to a 3/8" iron rod found in the west line of Lot 3, of said Block 1, L.B. Industrial Addition, being an angle point in the east line of said Tract 1 and the herein described tract;

THENCE S 00°33'07" W, 18.79 feet, continuing with the west line of said Lot 3, to a 3/8" iron rod found for the easterly southeast corner of said Tract 1, being the northeast corner of said Tract 2, and being an angle point in the east line of the herein described tract;

THENCE S 00°18'28" W, 352.92 feet, with the northerly east line of said Tract 2, to the POINT OF BEGINNING, and containing 8.046 acres, more or less.

EXHIBIT "C"  
DESCRIPTION AND DEPICTION OF EASEMENT PARCEL

**SUBJECT TO AND TOGETHER WITH THE FOLLOWING ROAD EASEMENT:**

Of a 2.283 acres tract of land, being a 50.0 foot road easement out of the J. Phelps Survey, Abstract No. 1046, the McKinney and Williams Survey, Abstract No. 955, and the E. Ozer Survey, Abstract No. 1031, all in Parker County, Texas; and being out of a certain 15.164 acres of land described in Volume 1621, Page 999, and part of a certain 10.00 acres tract of land described in Volume 1214, Page 25, both of the Real Records of Parker County, Texas; and being further described by metes and bounds as follows:

Beginning at a set 3/8" iron rod in the north right of way line of Old Bandhead Highway and in the south line of said 15.164 acres tract for the southeast and beginning corner of this easement. Whence the most southerly southeast corner of said 15.164 acres tract bears S. 84 deg. 46 min. 54 sec. E. 182.28 feet and the southeast corner of said McKinney and Williams Survey is called to bear S. 84 deg. 46 min. 54 sec. E. 182.28 feet, N. 00 deg. 14 min. 05 sec. E. 802.66 feet, S 85 deg. 47 min. 21 sec. E. 245.11 feet, S. 01 deg. 02 min. 53 sec. W. 377.62 feet and East 2487.3 feet.

Thence N. 84 deg. 46 min. 54 sec. W. 50.19 feet along the north right of way line of said highway and with the south line of said 15.164 acres tract to a set 3/8" iron rod for the southwest corner of this easement.

Thence N. 00 deg. 14 min. 05 sec. E. 651.90 feet to a set 3/8" iron rod for a corner of this easement.

Thence N. 11 deg. 22 min. 45 sec. E. 373.92 feet to a set 3/8" iron rod for a corner of this easement.

Thence N. 52 deg. 44 min. 36 sec. E. 142.15 feet to a found 3/8" iron rod for a corner of this easement.

Thence N. 01 deg. 38 min. 57 sec. E. 874.65 feet pass a found 1/2" iron rod and in all 734.25 feet to a found 1/2" iron rod for a corner of this easement.

Thence N. 00 deg. 04 min. 01 sec. E. 87.31 feet to a found 1/2" iron rod for the northwest corner of this easement.

Thence S. 82 deg. 11 min. 34 sec. E. 50.45 feet to a found 3/8" iron rod for the northeast corner of this easement.

Thence S. 00 deg. 03 min. 20 sec. W. 81.22 feet to a found 3/8" iron rod for a corner of this easement.

Thence S. 01 deg. 38 min. 57 sec. W. 758.78 feet to a found 3/8" iron rod for a corner of this easement.

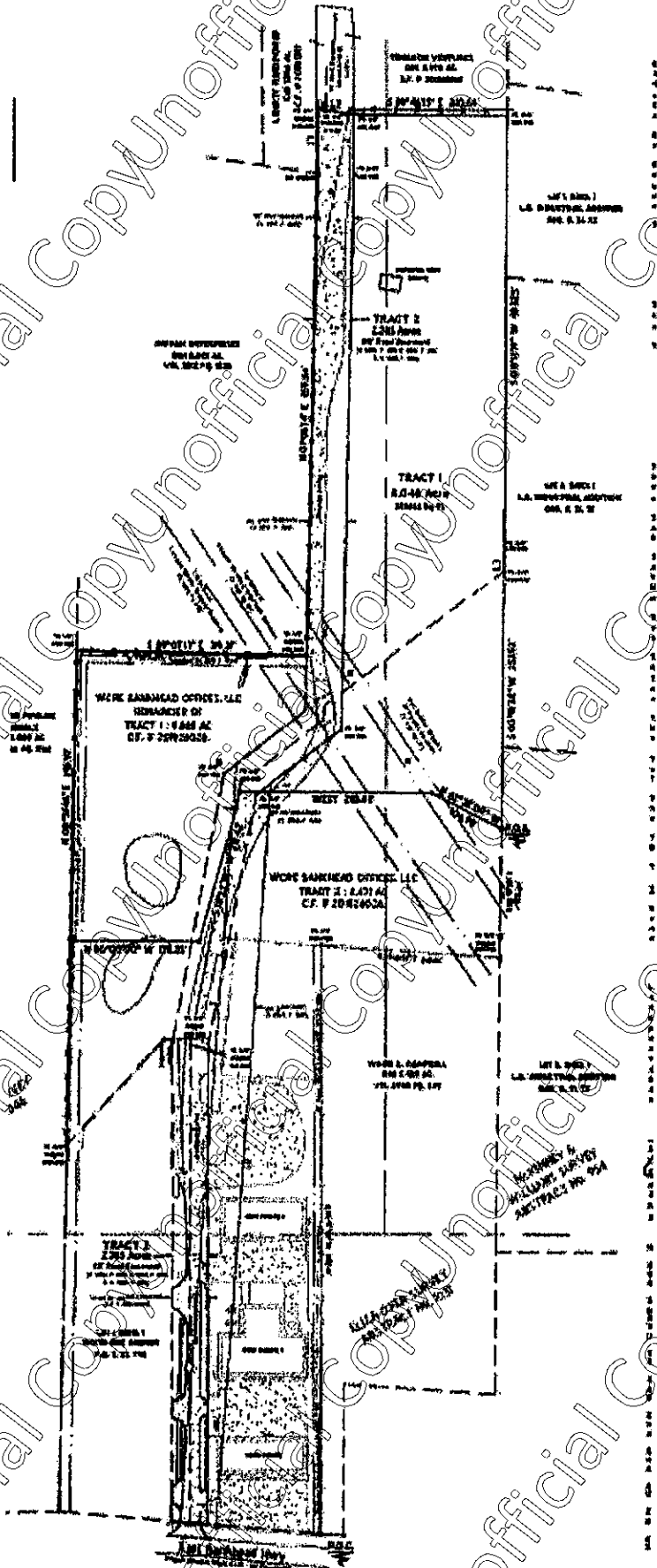
Thence S. 52 deg. 44 min. 36 sec. W. 147.17 feet to a set 3/8" iron rod for a corner of this easement.

Thence S. 11 deg. 22 min. 45 sec. W. 350.22 feet to a set 3/8" iron rod for a corner of this easement.

Thence S. 00 deg. 14 min. 05 sec. W. 651.38 feet to the place of beginning.

A.P.N.

Item 2.



ACCESS BASEMENT AGREEMENT



**CONSENT AND SUBORDINATION**

The undersigned, Bancorp South Bank, a Division of Cadence Bank (the "Lender"), as the owner and holder of and the beneficiary of the liens (the "Liens") under that certain Deed of Trust, dated September 9, 2022 granted by 9901 Bankhead Park, LLC, a Texas limited liability company ("Borrower") in favor of \_\_\_\_\_, as Trustee for the benefit of Lender, filed on \_\_\_\_\_, recorded under Parker County Clerk's File Number \_\_\_\_\_ of the Official Public Records of Parker County, Texas (the "Deed of Trust"), hereby consents to the execution and filing of the foregoing Access Easement Agreement (the "Access Easement"), and subordinates the Liens and any other liens securing the indebtedness described in and secured by the Deed of Trust, to the Access Easement Agreement; provided, however, this Consent and Subordination: (i) shall not be construed or operate as a release of the Liens or any other lien and/or security interest of the Deed of Trust; and (ii) shall not release, subordinate, impair or otherwise affect any and all rights the Lender has under the Deed of Trust to succeed to the rights, powers and authority of the grantor under the Access Easement in the event of a foreclosure of the liens or any other lien and/or security interest of the Deed of Trust.

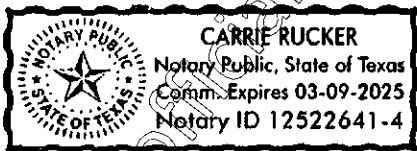
**LENDER:**

Bancorp South Bank,  
a Division of Cadence Bank

By: [Signature]  
Name: Ryan Vance  
Its: SVP

STATE OF TEXAS           §  
  §  
COUNTY OF Tarrant   §

This instrument was acknowledged before me on September 9, 2022 by Ryan Vance, SVP of Bancorp South Bank, a Division of Cadence Bank on behalf of said Corporation.



Carrie Rucker  
Notary Public Signature

**FILED AND RECORDED**

OFFICIAL PUBLIC RECORDS



*Lila Deakle*

202233802  
09/12/2022 04:45:00 PM  
Fee: \$91.00  
Lila Deakle, County Clerk  
Parker County, Texas  
AGREEMENT



Interstate 20 Frontage R

20

Item 2.

ellan Aledo

RecNation RV & Boat Storage

Impact Athletic Training Center

Parker County Baseball/ Softball Academy

Cowtown

Concrete Ingram

Profrac Manufacturing

Nu Energy Dr

Haigood & Campbell

Grace Learning Tree

Maverick Driving Academy

Bearcat Self Storage

Koala Insulation West Fort W

E Bankhead Hwy

E Bankhead Hwy

Nu Energy Dr

E Bankhead Hwy

down Creek Ln

35

Envir  
Noise  
Body

adow

