MUTUAL ACCESS EASEMENT AND PARKING AGREEMENT

WITNESSETH

RECITALS

- A. BSTORAGE is the Owner of a parcel of land located in the City of Burleson, Johnson County, Texas (the "BSTORAGE Parcel"), being more particularly described on Exhibit A attached hereto.
- B. BBC is the Owner of a parcel of land located in the City of Burleson, Johnson County, Texas (the "BBC Parcel"), and with the BSTORAGE Parcel, each a "Parcel" and collectively, the "Parcels"), being more particularly described on **Exhibit B** attached hereto.
- C. The parties hereto desire to subject both the BSTORAGE Parcel and the BBC Parcel to the provisions of this Agreement in order to provide for, among other things, parking and
- D. access easements over a portion of both the BSTORAGE Parcel and the BBC Parcel for the benefit of both Parcels and (ii) an associated temporary construction easement over a portion of the BBC Parcel for the benefit of the BSTORAGE Parcel for purposes of constructing the Driveway (as hereinafter defined) in the Access Easement Area (as hereinafter defined) to serve both Parcels.

AGREEMENT

IN CONSIDERATION of Ten Dollars (\$10.00) paid by each party to the other and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties hereto agree as follows:

1. Easements.

(a) Access Easement. BBC hereby grants and conveys unto BSTORAGE and its successors, assigns, agents, tenants, tenant assigns, sub-tenants, contractors, employees, licensees and invitees (all of which persons are hereafter called "Permittees") a non-exclusive easement for parking and pedestrian and vehicular access, ingress and egress (the "Access Easement") on, over and across the BBC Parcel in the location shown on attached Exhibit C (the "Easement")

- Areas"). BSTORAGE hereby grants and conveys unto BBC and its successors, assigns, agents, tenants, tenant assigns, sub-tenants, contractors, employees, licensees and invitees (all of which persons are hereafter called "Permittees") a non-exclusive easement for parking and pedestrian and vehicular access, ingress and egress (the "Access Easement") on, over and across the BSTORAGE Parcel in the location shown on attached **Exhibit C** (the "Easement Areas")
- (b) <u>Construction Easement</u>. BBC hereby grants and conveys unto BSTORAGE and its successors, assigns, agents, contractors, employees, licensees and invitees, a temporary construction easement across the BBC Parcel for the purpose of constructing a fire lane, parking spaces and driveway for vehicular and pedestrian access to both Parcels within the Access Easement Area (the "<u>Driveway</u>"). This temporary construction easement shall automatically terminate upon completion of construction of the Driveway, or in no event later than December 31, 2024. At the termination of the temporary construction easement, BSTORAGE shall restore the property surrounding the Driveway to substantially the same surface condition as immediately prior to such construction and shall remove all personal property and fixtures utilized in the construction of the Driveway. Notwithstanding the foregoing, this temporary construction easement is subject to the restrictions set forth in Paragraph 1(c) below and all construction will be done in accordance with the other terms and provisions of this Agreement, including, without limitation, the provisions of Paragraph 2 (b).
- (c) <u>Restrictions</u>. The easements granted in this Section 1 are subject to the following restrictions:
- (i) BSTORAGE shall construct the Driveway substantially in accordance with plans and specifications reasonably approved by BBC and by any and all applicable governmental authorities, including, but not limited to Johnson County and the City of Burleson (the "Applicable Authorities"). No construction whatsoever shall be undertaken by BSTORAGE with respect to the Driveway until such time as the plans and specifications with respect thereto have been fully approved in writing by BBC, which approval shall not be unreasonably withheld, conditioned or delayed, and by all Applicable Authorities (the "Approved Plans") and, in connection therewith, BBC shall have at least five (5) days from the submission of such plans and specifications to BBC to review such proposed plans and specifications with its engineering consultants and the Applicable Authorities. If BBC does not object to such plans and specifications within said five (5) days, they shall be deemed approved by BBC.
- (ii) BSTORAGE and BBC acknowledge that BSTORAGE will obtain the necessary permits and approvals from the Applicable Authorities with respect to the construction of the Driveway, and BBC shall cooperate with BSTORAGE in its efforts to obtain such permits and approvals.
- (iii) The property benefited by the easements granted in this Section 1 shall be limited to the BSTORAGE Parcel and the BBC Parcel.
- (iv) Use of Easement. Both BBC and BSTORAGE specifically reserve the right, at any time, and from time to time, to promulgate such rules and regulations applicable to their parcels as might be reasonably imposed to promote the health, safety, welfare and

security of such parcels, the improvements located thereon and the Permittees of BBC or BSTORAGE.

(v) Unimpeded Access. BSTORAGE and BBC agree that no barricade or other divider will be constructed on or over the Driveway and that Owners of both Parcels will do nothing to prohibit or discourage the free and interrupted flow of vehicular and pedestrian traffic on the Driveway.

2. Construction of Driveway.

- (a) The Driveway is being designed and constructed by BSTORAGE to provide parking and access to the improvements to be constructed on the BSTORAGE Parcel and will be in the approximate location as reflected on the diagram attached as Exhibit C.
- (b) BSTORAGE shall bear one hundred percent (100%) of the cost of construction of the Driveway.
- Maintenance. BSTORAGE shall, at its own cost and expense, promptly maintain, repair and replace, as necessary, the Driveway and all associated improvements (including, but not limited to, resurfacing, repaving, restriping, landscaping and maintaining in good working order and condition all lighting and directional signs and signals) and shall keep the Driveway in an attractive, usable, clean and orderly condition, reasonably clear of water, debris, ice and snow, in accordance with the provisions of this Agreement (all such activities constituting "Maintenance"), normal wear and tear excepted. If replacement of the surface of any portion of the Driveway is required in connection with any such Maintenance, BSTORAGE shall replace the surface in the manner required by, and with material approved in accordance with, the plans, specifications, standards and requirements previously approved by the Applicable Authorities and BBC for the initial construction thereof.
- 4. <u>UTILITIES.</u> If BSTORAGE damages any existing utilities during the construction or maintenance of the Driveway BSTORAGE shall assume all responsibility to repair or pay for the repair of all such damages.
- 5. Remedies for Failure to Repair or Reconstruct. If BSTORAGE shall not commence to repair and restore any improvements and complete same pursuant to Paragraph 3 hereof, BBC may make the necessary repairs and BSTORAGE shall promptly reimburse BBC for the reasonable cost of any such repairs made by BBC.
- 6. Estoppel Certificate. Each Owner shall promptly execute and deliver to the other owner within ten business (10) days after receipt of written request therefor an affidavit or an estoppel certificate confirming whether any repairs to the improvements located in the Access Easement Area are required pursuant to the terms and provisions of this Agreement and whether such Owner is entitled to any reimbursement for repairs or reconstruction or Maintenance performed pursuant to the terms and provisions of this Agreement.
- 7. <u>Unavoidable Delays</u>. Each party shall be excused from performing any obligation or undertaking provided for in this Agreement, other than for the payment of money or the granting of easements, for such period as such performance is prevented, delayed, retarded or

hindered by fire, earthquake, flood, explosion, abnormal weather conditions, riot and insurrection, mob violence, sabotage, inability to procure (or general shortage of) labor, equipment, facilities, materials or supplies in the open market, failure of transportation, strike, lockout, action of any labor union, laws or orders of governmental authorities or any other cause not in the reasonable control of the party prevented, delayed, retarded or hindered thereby, which events or conditions are generally referred to as "force majeure" conditions or occurrences.

- 8. Private Rights. The Access Easement Area is private and shall be maintained exclusively for use by the Owners of the affected Parcels. Nothing contain herein shall be construed as or deemed to create any rights for the benefit of the general public or any other persons or entities other than BSTORAGE, BBC, their successors in title, grantees and assigns, in the parcels, in the Access Easement Area or the Driveway area or any other improvements now or hereafter located on any portion of the parcels.
- 9. <u>Matters of Record</u>. The conveyances made and rights granted in this Agreement are made subject to all applicable easements, restrictions, covenants and conditions of record in the chain of title to the BSTORAGE Parcel and the BBC Parcel.
- deemed to be covenants running with the land and shall be binding upon and shall inure to the benefit of the successors, grantees, devisees and assigns of the parties hereto and any person claiming by, through or under them. Any obligations contained herein shall be construed as covenants and not as conditions and a violation of any said covenants shall not result in a termination of this Agreement, forfeiture or reversion of title to the easements granted by this Agreement. In the event that an Owner shall convey, transfer, assign or otherwise dispose of all of its/their interest in a Parcel, then such Owner shall thereupon be released and discharged from any and all obligations and liabilities with respect to its Parcel from the breach of any covenants arising from and after the date of such conveyance and such liabilities and obligations shall be binding upon the successor-in-title to such Parcel; provided, however, the prior Owner(s) shall remain liable for the breach of any covenant or agreement that arose prior to the date of such conveyance.
- 11. <u>No Dedication</u>. Nothing contained in this Agreement shall be deemed to constitute a gift or dedication of any portion of the BBC parcel or the BSTORAGE parcel to the general public or for any public purpose whatsoever, it being the intention of the Owners that this Agreement will be strictly limited to the private use of the Owners. This Agreement is intended to benefit the Owners and their respective successors, assigns and mortgagees and is not intended to constitute any person which is not an Owner a third-party beneficiary hereunder or give any such person any rights hereunder.
- 12. <u>No Partnership or Joint Venture</u>. Nothing contained in this Agreement and no action by the Owners will be deemed or construed by the Owners or by any third person to create the relationship of principal and agent, or a partnership, or a joint venture, or any other association between or among any or all of the Owners.

- 13. <u>Indemnification</u>. The Owners covenant and agree to indemnify, defend and hold each other harmless from and against any and all claims, actions, loss, damages, liability and expense, including, without limitation, reasonable attorney's fees and costs, to the extent arising out of their respective violations of the rights and denial of any easements granted herein, except to the extent the same arise out of the negligent acts, any breach of, or default under, this Agreement, or willful misconduct of the Owner seeking indemnification or its tenants, employees, agents, contractors, licensees or invitees.
- 14. <u>Prevailing Party</u>. In the event of any litigation, controversy, claim or dispute between the parties hereto arising out of or relating to this Agreement, or the breach hereof, or the interpretation hereof, the prevailing party, whether by judgment or out-of-court settlement, shall recover from the losing party, reasonable expenses, attorneys' fees and costs incurred in connection therewith, or in the enforcement or collection of any judgment or award rendered therein.
- 15. <u>Condemnation</u>. In the event the whole, or any part of any Driveway area affected hereby is taken for any public or quasi-public use under any government law, ordinance or regulation, or by right of eminent domain, or by private purchase in lieu of, an Owner benefited by an easement created by this Agreement will share in any award, compensation or other payment made by reason of the taking of a portion of any such property which is subject to such easement. The compensation or other payment will belong entirely to the Owner of that portion of the Driveway Area which is taken, and such Owner shall have no further liability to any other Owner for the loss of the Drive Area, or portion thereof, located on the property so taken.
- 16. <u>Interpretation</u>. When the context in which words are used in this Agreement indicates that such is the intent, words in the singular number shall include the plural, and vice versa, and words in the masculine gender shall include the feminine and neuter genders, and vice versa. If any parcel is owned by two or more persons or entities at any one time, all of such parties shall be jointly and severally liable for all of the obligations imposed on the owner of such parcel pursuant to this Agreement.
- 17. <u>Title and Headings; References</u>. Titles and headings to paragraphs herein are inserted for convenience or reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement. All paragraph references in this Agreement are to the paragraphs of this Agreement unless expressly stated to the contrary.
- 18. <u>Insurance</u>. BSTORAGE, or its successors and assigns, if applicable, shall continuously maintain commercial general liability insurance, with single limit coverage of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate with respect to BSTORAGE Parcel including the portion of the Driveway located on the BSTORAGE Parcel.
- 19. <u>Entire Agreement; Modification</u>. This Agreement contains the entire agreement between the parties hereto relating to the easements and rights granted herein and supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties hereto. This Agreement shall not be amended or modified and no waiver of

any provision hereof shall be effective unless set forth in a written instrument executed with the same formality as this Agreement by BBC and BSTORAGE.

- 20. <u>Amendment</u>. This Agreement and any provision herein contained may be terminated, extended, modified or amended only with the express written consent of the Owners of the Parcels. No tenant, licensee, or other person having only a possessory interest in the improvements constructed on a parcel will be required to join in the execution of or consent to any action of the Owners taken pursuant to this Agreement.
- 21. <u>Enforceability</u>. If any provision of this Agreement shall be unenforceable in whole or in part, such provision shall be limited to the extent necessary to render the same valid, or shall be excised from this Agreement, as circumstances require, and this Agreement shall be construed as if such provision had been incorporated herein as so limited or as if such provision had not been included herein, as the case may be.
- 22. <u>Further Assurances</u>. BSTORAGE and BBC each agree to provide such further assurances and confirmation of the provisions herein as each may reasonably request of the other, from time to time, at the expense of the party requesting such further assurances.
- 23. <u>Notices</u>. All notices, requests or other communications permitted or required under this Agreement shall be in writing and shall be communicated by personal delivery, overnight express delivery, telecopier, telex, email or registered mail, return receipt requested, to the parties hereto at the address shown below, or at such other address as any one of them may designate by notice to each of the others.

BSTORAGE: Bruce Basden

D: 817-710-2821 C:817-991-5009

E:bruce@basdensteel.com

BBC: Jaris Roth

D: 817-295-5600

office@burlesonbiblechurch.org

Such notices, demands and requests will be deemed delivered on the actual date of delivery. Each Owner shall have the right to change its address to any other address within the United States of America by giving notice as provided herein at least ten (10) days prior to the effective date of the change of address. If either of the original Owners no longer owns its applicable Parcel, and such Owner does not provide written notice of change of address in accordance with this section, notice may be given in accordance with this section to the address where property tax bills are being sent.

- 24. <u>Counterparts</u>. This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which taken together shall constitute a fully executed instrument.
- 25. <u>Waiver of Jury Trial</u>. The parties hereto knowingly and voluntarily waive any right which either or both of them have or might have to receive a trial by jury with respect to any claims, defenses, counter-claims, third Owner claims or controversies, directly or indirectly arising out of, or otherwise related to, this Agreement and the acts or failures to act of the parties hereto.

[SIGNATURE PAGES FOLLOW]

In Witness Whereof, BSTO executed effective as of the		caused this Access Easement Agreement to be y 2023.
		BURLESON STORAGE, LLC.
		By:
STATE OF TEXAS)	Acknowledgment
COUNTY OF JOHNSON)	
I, the undersigned notary public, hereby certify that Bruce Basden as Managing Member of BURLESON STORAGE, LLC., a Texas limited liability company, personally came before me this day and acknowledged the execution of the foregoing instrument as BURLESON STORAGE, LLC'S act and deed.		

WITNESS my hand and notarial stamp or seal, this 18th day of July 2023.

My Commission Expires: 03-12-2020

TERA G. CROMEENS Notary Public, State of Texas In Witness Whereof, BBC has caused this Access Easement Agreement to be executed effective as of the 18+ day of July 2023.

BURLESON BIBLE CHURCH, INC.
Name: Janis Roth Title: Administrator
STATE OF TEXAS)
COUNTY OF JOHNSON) Acknowledgment)
I, the undersigned notary public, hereby certify that as <u>as administrator</u> of BURLESON BIBLE CHURCH, INC. a Texas nonprofit corporation, personally came before me this day and acknowledged the execution of the foregoing instrument as BURLESON BIBLE CHURCH INC's act and deed.
WITNESS my hand and notarial stamp or seal, this 18th day of July 2023.
TERA G. CROMEENS Notary Public, State of Texas Comm. Expires 03-12-2026 Notary ID 131486024 My Commission Expires: 03-12-2020

Exhibit A

Legal Description of BSTORAGE Parcel

A TRACT OF LAND SITUATED IN THE DAVID ANDERSON SURVEY, ABSTRACT NO. 4, JOHNSON COUNTY, TEXAS, BEING LOT 3R, BLOCK I, BROWN MANOR, AN ADDITION TO THE CITY OF BURLESON, JOHNSON COUNTY, TEXAS, ACCORDING TO THAT PLAT RECORDED IN VOLUME 11, PAGE 759, PLAT RECORDS, JOHNSON COUNTY, TEXAS.

Exhibit B

Legal Description of BBC Parcel

A TRACT OF LAND SITUATED IN THE DAVID ANDERSON SURVEY, ABSTRACT NO. 4, JOHNSON COUNTY, TEXAS, BEING LOT 2, BLOCK 3, FLAMINGO ESTATES, AN ADDITION TO THE CITY OF BURLESON, JOHNSON COUNTY, TEXAS, ACCORDING TO THAT PLAT RECORDED IN VOLUME 9, PAGE 92, PLAT RECORDS, JOHNSON COUNTY, TEXAS.

Exhibit C

Legal Description of Access Easement

BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

TOCHTHER WITH A PORTION OF FORMERLY BEARD DRIVE (25' R-O-W) VACATED BY CITY ORDINANCE C-533, AND THAT DEED RECORDED IN VOLUME 4202, PAGE 276, DEED RECORDING TO THAT PLAT RECORDED IN VOLUME 4202, PAGE 37, PAGE 92, P.R.J.C.T., TOGETHER WITH A PORTION OF LOT 2, BLOCK 3, FLAMINGO ESTATES, AN ADDITION TO THE CITY OF BURLESON, JOHNSON COUNTY, TEXAS, ACCORDING TO THAT PLAT RECORDED IN VOLUME 9, PAGE 92, P.R.J. RECORDED IN VOLUME 9, PAGE 92, PA

OF HUKST ROAD (VARIABLE R-O-W) FOR THE NORTHEASTERLY CORNER OF SAID LOT 3R, BLOCK 1: BEGINNING AT A 1/2" IRON ROD FOUND WITH A CAP STAMPED "RPLS 5544" IN THE WESTERLY RIGHT-OF-WAY LINE

THENCE S 00°02'50" W, A DISTANCE OF 20.48 FEET TO A POINT;

BEARS S 69°57'16" W, 20.48 PEET:
THENCE LEAVING SAID WESTERLY RIGHT-OF-WAY LINE S 89°55'02" W, A DISTANCE OF 293.00 FEET, WHOSE LONG CHORD
THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 30.00 FEET, WHOSE LONG CHORD

OF 20.90 FEET TO A POINT;
THENCE ALONG SAID TANGENT CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 39°5532", AN ARC LENGTH

THENCE S 89°27'50" W, A DISTANCE OF 40.75 FEET TO A 1/2" IRON ROD FOUND WITH A CAP STAMPED "RPLS 5544" IN THE EASTERLY LINE OF SAID LOT 3R, BLOCK 1, FOR THE MOST NORTHEASTERLY CORNER OF LOT 2R, BLOCK 1, THE EASTERLY CORNER OF LOT 2R, BLOCK 1, THE

THE LEFT HAVING A RADIUS OF 23.50 FEET, WHOSE LONG CHORD BEARS N 67°40'43" W, 17.91 FEET; THENCE S 89°27'50" W A DISTANCE OF 1.44 FEET TO A POINT AND THE BEGINNING OF A NON-TANGENT CURVE TO

THENCE ALONG SAID NON-TANGENT CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 44°48'29", AN ARC

THENCE N 00°04'58" W, A DISTANCE OF 25.00 FEET TO A POINT:

LEFT HAVING A R9°55'02" E, A DISTANCE OF 43.21 FEET TO A POINT AND THE BEGINNING OF A TANGENT CURVE TO THE

THENCE ALONG SAID TANGENT CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 2.36 FEET TO A POINT;

THENCE N 00°04'58" W, A DISTANCE OF 16,90 FEET TO A POINT;

THENCE N 89°27'50" E, A DISTANCE OF 244.01 FEET TO A POINT;

TEET HAVING A RADIUS OF 2.50 FEET, WHOSE LONG CHORD BEARS \$ 45°04'58" E, 3.54 FEET;
THENCE \$ 00°04'58" E, A DISTANCE OF 17.83 FEET TO A POINT AND THE BEGINNING OF A TANGENT CURVE TO THE

OF 3.93 FEET TO A POINT:
THENCE ALONG SAID TANGENT CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 90*00*00, AN ARC LENGTH

ROAD: THENCE N 89°55'02" E, A DISTANCE OF 89.93 FEET TO A POINT IN SAID WESTERLY RIGHT-OF-WAY LINE OF HURST

SOUTHEAST CORNER OF SAID LOT 2, BLOCK 3; THENCE S 01°45'29" W ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 3.94 FEET TO A POINT FOR THE

HENCE S 89°25'15" W CONTINUING ALONG SAID RIGHT-OF-WAY LINE AND CONTAINING 0.327 ACRES OF LAND, MORE OR LESS.

