

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

**CITY OF GRAND PRAIRIE
UTILITY EASEMENT**

(3160 Lynn Creek/Mildred Walker Pkwy, Tarrant County, Texas)

STATE OF TEXAS

KNOW ALL PERSONS BY THESE PRESENTS

COUNTY OF TARRANT

That **Aradi Properties, LLC**, a Texas limited liability company, ("Grantor"), whose address is 105 YMCA Drive, Waxahachie, Texas 75165, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration to Grantor in hand paid by the **City of Grand Prairie, Texas**, ("Grantee"), whose address is 300 West Main Street, Grand Prairie, Texas 75050, the receipt and sufficiency of which is hereby acknowledged and confessed, has GRANTED, SOLD and CONVEYED, and does by these presents GRANT, SELL and CONVEY unto City, a utility easement, on, over and across all that certain tract or parcel of land described in EXHIBITS "A" and "B" attached hereto and made a part hereof for all purposes.

TO HAVE AND TO HOLD the same perpetually to said City, its successors and assigns, together with the right and privilege at any and all time to enter upon utility easement for the purpose of construction or reconstruction on and maintenance of utility facilities within the utility easement; and Grantor does hereby bind Grantor, Grantor's heirs, executors, administrators, successors and assigns to WARRANT AND FOREVER DEFEND all and singular the said premises unto City, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof; by, through or under Grantor but not otherwise.

This permanent easement shall be used by the City in connection with the Final Plat of Lots 1 Thru 3, Block A of the Lynn Creek Addition, recorded as Instrument No. D222187281 of the Real Property Records of Tarrant County, Texas.

Grantor represents and warrants to City that Grantor is the sole owner of the fee simple title to the Easement Property. Grantor does hereby represent and warrant that there are no liens, attachments or other encumbrances which will affect the title or right of the Grantor to convey this deed and this easement to the City for the purposes as described herein. If such condition does exist, a signature with acknowledgment shall be included and made a part of this document conveying the rights and privileges contained herein and subordinating any such lien to the deed and the easement granted herein.

Grantor covenants that Grantor will not convey any other easement or conflicting rights within the Easement Property which unreasonably interfere with City's rights granted herein and provided that all such other conveyances comply with all applicable local, state and federal laws, ordinances, rules, regulations and/or requirements, as they exist, may be amended or in the future arising.

Grantor shall not place any improvement or take any action, permanent or temporary, on the Easement Property which may affect or interfere with, in any way, the rights granted herein. City may remove and keep removed any and all improvements to the extent necessary to make repairs to the Improvements. City will not be responsible for loss of improvements due its exercise of the rights granted herein.

The individuals executing this instrument on behalf of Grantor represents that all appropriate and necessary actions have been taken to authorize the individual who is executing this instrument to do so for and on behalf of Grantor, that there are no other parties or entities required to execute this instrument in order for the same to be an authorized and binding agreement on Grantor and that the individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

This instrument shall be binding on, and inure to the benefit of, City and Grantor and their respective successors or assigns.

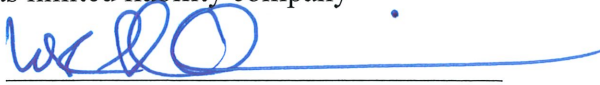
[Signature Pages Follow]

This instrument is executed to be effective as of the later of the dates in the notary blocks below.

EXECUTED this 11th day of July, 2025.

GRANTOR:

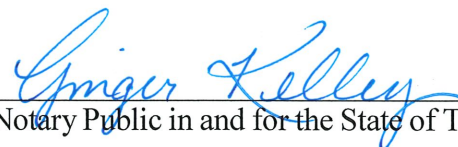
Aradi Properties, LLC,
a Texas limited liability company

By: 
Name: Walid Alameddine
Title: Vice President

STATE OF TEXAS §
 §
COUNTY OF ELLIS §

This instrument was acknowledged before me on the 11th day of July, 2025, by Walid Alameddine, Vice President for Aradi Properties, LLC, a Texas limited liability company, and acknowledged to me that he executed said instrument for the purposes and considerations therein expressed, and as the act of said entity.




Notary Public in and for the State of Texas

LIENHOLDER CONSENT AND SUBORDINATION
(Utility Easement)

The undersigned, **Victron Energy, Inc.**, a Texas corporation, ("**Lender**") is the owner and holder of a promissory note payable to Lender in the original principal sum of Undisclosed AND NO/100 DOLLARS (\$ Undisclosed .00) (the "**Note**"), which Promissory Note is secured by a Deed of Trust, Assignment of Rents, Security Agreement, and Fixture Financing Statement filed for record in the Real Property Records of Tarrant County, Texas, under Instrument No. D225015884 (the "**Deed of Trust**") and covering, among other property, that certain tract of land (the "**Property**") which is more particularly described in the Utility Easement (the "**Easement**") to which this Lienholder Consent and Subordination is attached.

Lender hereby consents to the execution and recording of the Easement, and consents to the terms and conditions described therein. Lender agrees that the Deed of Trust and the lien and security interests thereof (together with any and all other liens and security interests in favor of Lender against the Property given to secure the payment and performance by Grantor of the indebtedness and the other obligations of Grantor under the Note, the Deed of Trust and any and all other instruments and agreements given to secure payment of the Note) are hereby subordinated to the Agreement.

EXECUTED to be effective as of the 8 day of July, 2025.

LENDER:

Victron Energy, Inc., a Texas Corporation

By: [Signature]

Name: Walid Alameddine

Title: President

THE STATE OF TEXAS

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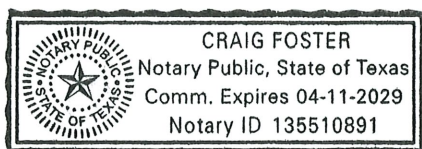
COUNTY OF ELLIS

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This instrument was acknowledged before me on the 8 day of July, 2025, by Walid Alameddine, as President of Victron Energy, Inc., in the capacity herein stated.

[NOTARY SEAL]



[Signature]
Notary Public, State of Texas

My commission expires: 4-11-2029

LIENHOLDER CONSENT AND SUBORDINATION
(Utility Easement)

The undersigned, **Victron Holding, L.P.**, a Texas limited partnership, ("**Lender**") is the owner and holder of a promissory note payable to Lender in the original principal sum of _____ Undisclosed _____ AND NO/100 DOLLARS (\$_____ Undisclosed _____ .00) (the "**Note**"), which Promissory Note is secured by a Deed of Trust, Assignment of Rents, Security Agreement, and Fixture Financing Statement filed for record in the Real Property Records of Tarrant County, Texas, under Instrument No. D223154675 (the "**Deed of Trust**") and covering, among other property, that certain tract of land (the "**Property**") which is more particularly described in the Utility Easement (the "**Easement**") to which this Lienholder Consent and Subordination is attached.

Lender hereby consents to the execution and recording of the Easement, and consents to the terms and conditions described therein. Lender agrees that the Deed of Trust and the lien and security interests thereof (together with any and all other liens and security interests in favor of Lender against the Property given to secure the payment and performance by Grantor of the indebtedness and the other obligations of Grantor under the Note, the Deed of Trust and any and all other instruments and agreements given to secure payment of the Note) are hereby subordinated to the Agreement.

EXECUTED to be effective as of the 8 day of July, 2025.

LENDER:

Victron Holding, L.P., a Texas limited partnership
 By: Victron Management, L.L.C., a Texas limited liability company, its General Partner

By: [Signature]
 Name: Walid Alameddine
 Title: Vice President

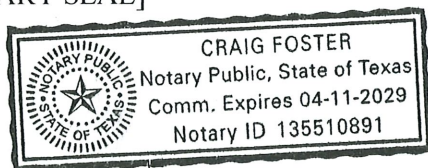
THE STATE OF TEXAS

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COUNTY OF ELLIS

This instrument was acknowledged before me on the 8 day of July, 2025, by Walid Alameddine, as Vice President of Victron Management, L.L.C., General Partner of Victron Holding, L.P., in the capacity herein stated.

[NOTARY SEAL]



[Signature]
 Notary Public, State of Texas
 My commission expires: 4-11-2029

LIENHOLDER CONSENT AND SUBORDINATION
(Utility Easement)

The undersigned, Justin Hitchcock, a SVP of Community National Bank + Trust of Texas, ("Lender") is the owner and holder of a promissory note payable to Lender in the original principal sum of Two million one hundred twenty thousand AND NO/100 DOLLARS (\$ 2,120,000 .00) (the "Note"), which Promissory Note is secured by a Deed of Trust, Assignment of Rents, Security Agreement, and Fixture Financing Statement filed for record in the Real Property Records of Tarrant County, Texas, under Instrument No. 222422645 (the "Deed of Trust") and covering, among other property, that certain tract of land (the "Property") which is more particularly described in the Drainage Easement (the "Easement") to which this Lienholder Consent and Subordination is attached.

Lender hereby consents to the execution and recording of the Easement, and consents to the terms and conditions described therein. Lender agrees that the Deed of Trust and the lien and security interests thereof (together with any and all other liens and security interests in favor of Lender against the Property given to secure the payment and performance by Grantor of the indebtedness and the other obligations of Grantor under the Note, the Deed of Trust and any and all other instruments and agreements given to secure payment of the Note) are hereby subordinated to the Agreement.

EXECUTED to be effective as of the 15 day of July, 2025.

LENDER:

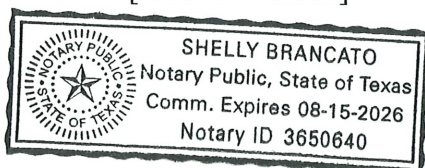
Community National Bank + Trust of Texas
a Financial Institution

By: Justin Hitchcock
Name: Justin Hitchcock
Title: Regional President

THE STATE OF Texas §
COUNTY OF Ellis §

This instrument was acknowledged before me on the 15 day of July, 2025, by Justin Hitchcock, as SVP/Regional President of Community National Bank + Trust of Texas, in the capacity herein stated.

[NOTARY SEAL]



Notary Public, State of TX
My commission expires: 8-15-26

LIENHOLDER CONSENT AND SUBORDINATION
(Utility Easement)

The undersigned, Justin Hitchcock, a SVP of Community National Bank & Trust of Texas ("Lender") is the owner and holder of a promissory note payable to Lender in the original principal sum of Fourteen million five hundred thousand AND NO/100 DOLLARS (\$ 14,500,000 .00) (the "Note"), which Promissory Note is secured by a Deed of Trust, Assignment of Rents, Security Agreement, and Fixture Financing Statement filed for record in the Real Property Records of Tarrant County, Texas, under Instrument No. D223154422 (the "Deed of Trust") and covering, among other property, that certain tract of land (the "Property") which is more particularly described in the Drainage Easement (the "Easement") to which this Lienholder Consent and Subordination is attached.

Lender hereby consents to the execution and recording of the Easement, and consents to the terms and conditions described therein. Lender agrees that the Deed of Trust and the lien and security interests thereof (together with any and all other liens and security interests in favor of Lender against the Property given to secure the payment and performance by Grantor of the indebtedness and the other obligations of Grantor under the Note, the Deed of Trust and any and all other instruments and agreements given to secure payment of the Note) are hereby subordinated to the Agreement.

EXECUTED to be effective as of the 15 day of July, 2025.

LENDER:

Community National Bank & Trust
a Financial Institution of Texas

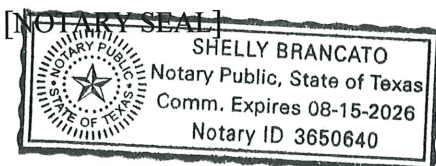
By: Justin Hitchcock

Name: Justin Hitchcock

Title: SVP/Regional President

THE STATE OF Texas §
COUNTY OF Ellis §

This instrument was acknowledged before me on the 15 day of July, 2025, by Justin Hitchcock, as SVP/Regional President of Community National Bank & Trust of Texas, in the capacity herein stated.



Notary Public, State of TX

My commission expires: 8-15-26

EXECUTED this ____ day of _____, 2025.

GRANTEE:

CITY OF GRAND PRAIRIE, TEXAS

By: _____
Name: Megan Mahan
Title: Deputy City Manager

APPROVED AS TO FORM:

Maleshia B. McGinnis, City Attorney

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on _____, 2025, by Megan Mahan, Deputy City Manager of the City of Grand Prairie, Texas, on behalf of said municipality.

Notary Public in and for the State of Texas

EXHIBIT "A"

EXHIBIT "A"
15' UTILITY EASEMENT
619 SQ. FT. TRACT
 SITUATED IN THE JEROME LYNN SURVEY, ABSTRACT NO. 972
 CITY OF GRAND PRAIRIE,
 TARRANT COUNTY, TEXAS

PROPERTY DESCRIPTION:

BEING A 619 SQUARE FOOT TRACT OF LAND SITUATED IN THE JEROME LYNN SURVEY, ABSTRACT NO. 972, CITY OF GRAND PRAIRIE, TARRANT COUNTY, TEXAS, AND BEING A PORTION OF LOT 3, BLOCK A, LYNN CREEK ADDITION, AN ADDITION TO THE CITY OF GRAND PRAIRIE, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN DOCUMENT NO. D223187281 PLAT RECORDS, TARRANT COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS: (BEARINGS AND DISTANCES ARE BASED ON THE STATE PLANE COORDINATE SYSTEM, TEXAS NORTH CENTRAL ZONE (4202) NORTH AMERICAN DATUM OF 1983 (NAD 83)(US FOOT) WITH NO COMBINED SCALE FACTOR);

COMMENCING AT A 4" BRASS DISC STAMPED "CORPS OF ENG 1973" FOUND FOR THE MOST SOUTHERLY SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED TO THE UNITED STATES OF AMERICA IN GENERAL WARRANTY DEED RECORDED IN VOLUME 6941, PAGE 1198, DEED RECORDS TARRANT COUNTY, TEXAS, SAID POINT BEING A NORTH CORNER OF LOT 1, BLOCK A, OF SAID LYNN CREEK ADDITION;

THENCE, NORTH 88 DEGREES 03 MINUTES 38 SECONDS EAST, WITH THE SOUTH LINE OF SAID UNITED STATES OF AMERICA TRACT, A DISTANCE OF 296.76 FEET TO A POINT FOR THE NORTHEAST CORNER OF SAID LOT 3, SAID POINT LYING ON THE WEST RIGHT-OF-WAY LINE OF MAGNA CARTA, A 70-FOOT RIGHT-OF-WAY;

THENCE, SOUTH 03 DEGREES 00 MINUTES 14 SECONDS WEST, WITH THE WEST RIGHT-OF-WAY LINE OF SAID MAGNA CARTA, AND WITH THE EAST LINE OF SAID LOT 3, A DISTANCE OF 203.83 FEET TO A POINT FOR CORNER AT THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 2165.00 FEET, A CENTRAL ANGLE OF 03 DEGREES 11 MINUTES 09 SECONDS, AND A CHORD BEARING & DISTANCE OF SOUTH 02 DEGREES 30 MINUTES 56 SECONDS EAST, 120.36 FEET;

THENCE IN A SOUTHEASTERLY DIRECTION, WITH THE CURVING WEST RIGHT-OF-WAY LINE OF SAID MAGNA CARTA, THE EAST LINE OF SAID LOT 3, AND ALONG SAID CURVE TO THE RIGHT, AN ARC LENGTH OF 120.36 FEET TO THE POINT OF BEGINNING, SAID POINT BEING THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 2165.00 FEET, A CENTRAL ANGLE OF 00 DEGREES 29 MINUTES 31 SECONDS, AND A CHORD BEARING & DISTANCE OF SOUTH 00 DEGREES 40 MINUTES 36 SECONDS EAST, 18.59 FEET;

THENCE IN A SOUTHEASTERLY DIRECTION, CONTINUING WITH THE CURVING WEST RIGHT-OF-WAY LINE OF SAID MAGNA CARTA, THE EAST LINE OF SAID LOT 3, AND ALONG SAID CURVE TO THE RIGHT, AN ARC LENGTH OF 18.59 FEET TO A POINT FOR CORNER;

THENCE, SOUTH 53 DEGREES 05 MINUTES 59 SECONDS WEST, DEPARTING THE WEST RIGHT-OF-WAY LINE OF SAID MAGNA CARTA, OVER ACROSS, AND UPON SAID LOT 3, A DISTANCE OF 29.95 FEET TO A POINT FOR CORNER LYING ON THE SOUTH LINE OF SAID LOT 3, AND THE NORTHEAST RIGHT-OF-WAY LINE OF LYNN CREEK/MILORED WALKER PARKWAY (A VARIABLE WIDTH RIGHT-OF-WAY), SAID POINT BEING AT THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 1069.05 FEET, A CENTRAL ANGLE OF 01 DEGREES 01 MINUTES 10 SECONDS, AND A CHORD BEARING AND DISTANCE OF NORTH 74 DEGREES 52 MINUTES 49 SECONDS WEST, 19.03 FEET;

THENCE, IN A NORTHWESTERLY DIRECTION, WITH THE CURVING NORTHEAST RIGHT-OF-WAY LINE OF SAID LYNN CREEK/MILORED WALKER PARKWAY, THE SOUTH LINE OF SAID LOT 3, AND ALONG SAID CURVE TO THE LEFT, AN ARC LENGTH OF 19.03 FEET TO A POINT FOR CORNER;

THENCE, NORTH 53 DEGREES 05 MINUTES 59 SECONDS EAST, DEPARTING THE NORTHEAST RIGHT-OF-WAY LINE OF SAID LYNN CREEK/MILORED WALKER PARKWAY, OVER, ACROSS, AND UPON SAID LOT 3, A DISTANCE OF 52.65 FEET TO THE POINT OF BEGINNING, AND CONTAINING 619 SQUARE FEET OR 0.014 ACRES OF LAND, MORE OR LESS.



FILED BY:	MW	DATE:	01/07/25
DRAWN BY:	JCC	REV:	
CHECKED BY:	MNP	REV:	
JOB NO.	2024-31-44	REV:	
SHEET 1 OF 2		REV:	

FLANAGAN
SURVEYING

Fort Worth, Texas | P.817.704.0480 | flanagan-ls.com | TBPELS Firm No. 10194786
 Contact Mark Peoples, R.P.L.S.

EXHIBIT "B"

