

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 DRIVERS LICENSE NUMBER.

## SANITARY SEWER EASEMENT

THE STATE OF TEXAS       §  
   §  
 COUNTY OF ELLIS         §

Soap Box Partners LP, a Texas limited partnership ("Grantor"), whose address is 10210 N. Central Expressway, Suite 300, Dallas, Texas, 75231, for \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto the City of Grand Prairie, Texas ("Grantee"), whose address is 300 West Main Street, Grand Prairie, Texas 75050, its successors and assigns, a perpetual, non-exclusive easement (the "Sanitary Sewer Easement"), over the land depicted and described in Exhibit A attached hereto (the "Sanitary Sewer Easement Tract"), subject to the terms of this instrument.

This instrument and the easements granted hereby shall be subject to and governed by the following provisions;

1. The Sanitary Sewer Easement Tract hereby granted shall be used only for the purposes of constructing, repairing, maintaining, reconstructing, and operating a single underground sewer line and related appurtenances and facilities (the "Facilities"). Grantee and its successors and assigns shall be responsible for maintaining the Facilities. Subject to the further provisions hereof, Grantee, its agents, employees, workmen and representatives, shall have the right of ingress and egress across the Sanitary Sewer Easement Tract as may be necessary for the purposes described herein.

2. During or immediately after any work on the sewer line pursuant to the rights granted hereby, the party performing such activities, at its sole cost and expense, shall take all reasonable measures to restore the grounds and surfacing materials of such Sanitary Sewer Easement Tract as close to the condition which existed prior to such work as reasonably possible.

3. Grantor and its successors and assigns reserve the right to use the Sanitary Sewer Easement Tract for purposes of growing crops or other agricultural uses, landscaping, installing utilities, paved access drives, paved parking lots, recreational uses and other uses, provided that Grantor and its successors and assigns shall not make any use of the Sanitary Sewer Easement Tract that would limit, obstruct or impair the use of the Sanitary Sewer Easement Tract by Grantee or its respective successors and assigns as contemplated under this instrument. Nothing herein shall prevent the crossing of the Sanitary Sewer Easement Tract by either public right-of-way, public utility easement, or public drainage easement, so long as such crossing does not obstruct or impair Grantee's use of the Sanitary Sewer Easement Tract as permitted by this instrument.

4. Grantee, only to the extent allowed by Texas law, shall indemnify, defend, assume all liability for, and hold harmless the Grantor, its successors and assigns, from all actions, claims, suits, penalties, obligations, liabilities, and/or injuries and/or death to persons that may be caused by Grantee's activities pursuant to this instrument, or arising out of or in connection with such activities. Nothing in this indemnity provision shall be read to extend indemnification to Grantor for Grantor's own negligence, gross

negligence, or intentional tortious acts. Nothing herein shall require Grantee to create a sinking fund to satisfy any indemnification obligations arising out of this Sanitary Sewer Easement.

5. Grantor represents and warrants to Grantee that Grantor is the sole owner of the fee simple title to the Sanitary Sewer Easement Tract. Grantor does hereby represent and warrant that, subject to all matters of record, it has the right and authority to execute this instrument. The Sanitary Sewer Easement, with all rights and privileges herein, granted shall be subject to all valid and subsisting encumbrances, conditions, covenants, restrictions, reservations, exceptions, rights-of-way, and easements of record, including all laws, regulations, and restrictions by municipal or other governmental authority applicable to and enforceable against the Sanitary Sewer Easement Tract.

6. The Sanitary Sewer Easement is granted without any representations or warranties by Grantor other than as expressly provided in this instrument, if any, Grantor hereby disclaiming all other representations and warranties. Grantor has not made, or Grantee by its acceptance of this easement acknowledges it has not relied upon, any representations, stipulations, or agreements other than those expressly contained in this instrument. This Sanitary Sewer Easement constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings of the parties in connection therewith.

7. The Sanitary Sewer Easement, and the rights and privileges granted herein, shall terminate when, or at such time, as (a) the purposes thereof cease to exist, are abandoned by Grantee, or become impossible of performance, with respect to the Sanitary Sewer Easement, (b) Grantee no longer utilizes the Sanitary Sewer Easement Tract for the Facilities or (c) the holder of fee title to the Sanitary Sewer Easement Tract has recorded one or more final plats with Ellis County against the Sanitary Sewer Easement Tract that have been approved by Grantee and provide for the dedication of permanent easements for the purposes set forth herein in favor of Grantee (each a "Final Plat"). Upon recordation of a Final Plat, this Sanitary Sewer Easement, rights to use the Sanitary Sewer Easement Tract hereunder, and rights appurtenant thereto shall cease and terminate and revert to Grantor with respect to the portion of the Sanitary Sewer Easement Tract subject to such Final Plat.

8. The individual executing this instrument on behalf of Grantor represents that all appropriate and necessary actions have been taken to authorize such 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 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.

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

TO HAVE AND TO HOLD the above-described Sanitary Sewer Easement for the said purposes, together with all and singular, the rights, privileges, and appurtenances thereto as described above in anywise belonging to the said Grantee, its successors and assigns forever subject to the limitations, conditions and restrictions set forth hereinabove.

[remainder of page intentionally left blank]

# Exhibit "A"

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

GRANTOR:

SOAP BOX PARTNERS LP,  
a Texas limited partnership

By: Soap Box Partners GP LLC,  
a Texas limited liability company  
its general partner

By: Rylan Yowell

Name: Rylan Yowell

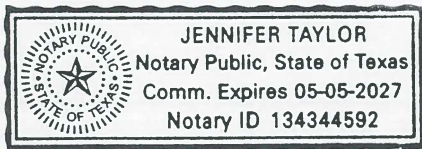
Title: VICE PRESIDENT

[Signature Page to Sanitary Sewer Easement]

STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS   §

This instrument was acknowledged before me on June 12, 2025, by Rylan Yowell, the Vice President of Soap Box Partners GP LLC, a Texas limited liability company, the general partner of Soap Box Partners LP, a Texas limited partnership, on behalf of said limited partnership.

[NOTARY SEAL]



Jennifer Taylor  
Notary Public - State of Texas

GRANTEE:

CITY OF GRAND PRAIRIE, TEXAS

By: \_\_\_\_\_

Name: Megan Mahan

Title: Deputy City Manager

*[Signature Page to Sanitary Sewer Easement]*

STATE OF TEXAS

§  
§

COUNTY OF DALLAS

§

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

[NOTARY SEAL]

\_\_\_\_\_  
Notary Public - State of Texas

EXHIBIT A  
SANITARY SEWER EASEMENT TRACT

[attached]



SCALE  
1" = 100'

0 100 200 Feet

EXHIBIT 'A'

Exhibit "A"

**0.029ACRES**  
1,250 SQUARE FEET

**POINT OF BEGINNING**

TRACT 1  
SOAP BOX PARTNERS LP  
INSTRUMENT NO. 2156131  
OPRECT

PARCEL NO. 8 - PSSE  
MOUNTAIN CREEK REGIONAL WASTEWAT  
SYSTEM SOAP CREEK INTERCEPTOR EXT  
50' SANITARY SEWER EASEMENT  
CAUSE NO. 21-C-3674  
INSTRUMENT NO. 2139095  
INSTRUMENT NO. 2223812  
OPRECT

TRACT 16E  
E-4483  
150' TEXAS ELECTRIC  
SERVICE COMPANY  
EASEMENT AND ROW  
VOLUME 558, PAGE 646  
DRECT

SANITARY SEWER  
EASEMENT (SS2)  
INSTRUMENT NUMBER  
2156837, OPRECT

JOSEPH STEWART SURVEY  
ABSTRACT NO. 961 (ELLIS)  
ABSTRACT NO. 754 (JOHNSON)

LINE TABLE		
NO.	BEARING	LENGTH
L1	N01°18'54"W	25.00'
L2	N88°41'06"E	50.00'
L3	S01°18'54"E	25.00'
L4	S88°41'06"W	50.00'

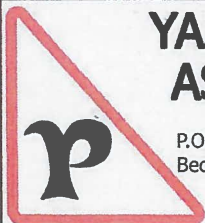
**POINT OF COMMENCING**

FOUND 5/8" IRON ROD WITH  
YELLOW CAP (NO VISIBLE STAMP)  
GRID NORTHING: 6864065.1  
GRID EASTING: 2407279.2  
FROM WHICH THE SOUTHWEST CORNER  
OF PHASE 5 BEARS S59°43'58"W 1780.29'

**NOTES**

1. Grid Bearings based on the Texas Coordinate System of the North American Datum of 1983 (2011) EPOCH 2010, North Central Zone 4202 from GPS observations using the RTK Cooperative Network.
2. Improvements not shown.
3. DRECT = Deed Records, Ellis County, Texas
4. OPRECT = Official Public Records, Ellis County, Texas

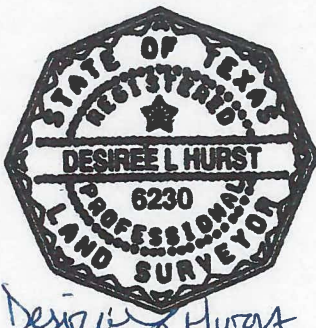
A metes and bounds description of even  
date accompanies this exhibit.



**YAZEL PEEBLES &  
ASSOCIATES LLC**

P.O. Box 210097  
Bedford, TX 76095

TBPELS 10194022  
817.268.3316  
ypassociates.com



*Desiree L. Hurst*

MAY 28, 2025

**0.029 ACRE TRACT**

SITUATED IN THE  
JOSEPH STEWART SURVEY,  
ABSTRACT NO. 961 (ELLIS COUNTY)

ELLIS COUNTY, TEXAS

**METES AND BOUNDS DESCRIPTION**

**BEING** a 0.029 acre tract of land situated in the Joseph Stewart Survey, Abstract Number 961, located in Ellis County, Texas, being part of a tract of land described as Tract 1 in Special Warranty Deed to Soap Box Partners LP recorded in Instrument Number 2156131, Official Public Records, Ellis County, Texas (OPRECT) and being more particularly described as follows:

**COMMENCING** at a found 5/8" iron rod with yellow cap (no visible stamp) having Texas Coordinate System of the North American Datum of 1983 (2011) EPOCH 2010, North Central Zone (4202) Grid Coordinates of Northing 6864065.1 and Easting 2407279.2 at an inner ell corner of said Soap Box Partners tract and the Southeast corner of Prairie Ridge Phase 5, an Addition in Ellis County recorded in Cabinet N, Page 220, OPRECT;

**THENCE** North 30 degrees 20 minutes 33 seconds West (Grid Bearings based on said Texas Coordinate System), with the West line of said Soap Box Partners tract and the East line of said Phase 5, a distance of 169.56 feet to a point at the Northwest corner of a sanitary sewer easement (SS1) recorded in Instrument Number 2156836, OPRECT;

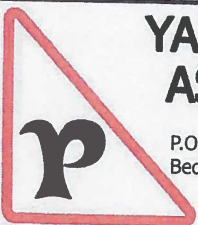
**THENCE** North 58 degrees 09 minutes 20 seconds East, with the North line of said sanitary sewer easement (SS1) and across said Soap Box Partners tract, a distance of 263.67 feet to the southwest corner of a sanitary sewer easement (SS2) recorded in Instrument Number 2156837, OPRECT;

**THENCE** North 11 degrees 18 minutes 54 seconds West, with the west line of said sanitary sewer easement (SS2) and continuing across said Soap Box Partners tract, a distance of 253.22 feet to the **POINT OF BEGINNING**;

**THENCE** continuing across said Soap Box Partners tract the following four (4) calls:

1. North 01 degrees 18 minutes 54 seconds West, a distance of 25.00 feet to a point for corner;
2. North 88 degrees 41 minutes 06 seconds East, a distance of 50.00 feet to a point for corner;
3. South 01 degrees 18 minutes 54 seconds East, a distance of 25.00 feet to a point for corner;
4. South 88 degrees 41 minutes 06 seconds West, a distance of 50.00 feet to the **POINT OF BEGINNING** and containing 0.029 acres of land, more or less.

An exhibit of even date accompanies this  
metes and bounds description.



**YAZEL PEEBLES &  
ASSOCIATES LLC**

TBPELS 10194022  
P.O. Box 210097 817.268.3316  
Bedford, TX 76095 ypassociates.com

2021-140-004

PAGE 2 OF 2



*Desiree L. Hurst*  
MAY 28, 2025

**0.029 ACRE TRACT**

SITUATED IN THE  
JOSEPH STEWART SURVEY,  
ABSTRACT NO. 961 (ELLIS COUNTY)

ELLIS COUNTY, TEXAS