

After recording return to:

Elliott, Thomason & Gibson, LLP
511 N. Akard, Suite 201
Dallas, Texas 75201
Attn: Robin M. Wheatley, Esq.

EASEMENT AGREEMENT

This **EASEMENT AGREEMENT** (the “**Agreement**”) is made as of the ____ day of _____, 2024 (the “**Effective Date**”), by and between the City of Sanger, Texas (the “**City**”), and Sanger Retail, Ltd, a Texas limited partnership (“**Sanger Retail**”), regarding that certain real property as more particularly described herein and defined as the Shopping Center.

WITNESSETH:

WHEREAS, Sanger Retail is the owner of that certain real property located in the City of Sanger, Denton County, Texas, as described on **Exhibit “A-1”** hereto and made a part hereof for all, as shown on the preliminary Plat (the “**Preliminary Plat**”) attached hereto as **Exhibit “A-2”** and made a part hereof for all purposes (the “**Shopping Center**”).

WHEREAS, the City is the owner of Sanger West Boulevard, a roadway adjacent to the Shopping Center and situated in the City of Sanger, Denton County, Texas, as shown on the Plat (“**Sanger West Blvd**”);

WHEREAS, the City and Sanger Retail desire to establish certain rights, easements, covenants and servitudes over Sanger West Blvd for light, signage and road maintenance for the benefit of the Shopping Center.

NOW, THEREFORE, for and in consideration of the premises hereinabove set forth, and other good and valuable consideration, the undersigned hereby agree as follows:

1. **Light Post Easement**. The City hereby establishes, grants and conveys to Sanger Retail for the benefit of the Shopping Center a non-exclusive easement over and under Sanger West Blvd for the purpose of installing and maintaining up to three (3) light posts on the median of Sanger West Blvd for the benefit of the Shopping Center (the “**Lights**”). The owner of Lot 7 of the Shopping Center as shown on the Preliminary Plat (the “**Lot 7 Owner**”) shall maintain, or cause to be maintained, the Lights.

2. **Sign Easement**. The City hereby establishes, grants and conveys to Sanger Retail for the benefit of the Shopping Center a non-exclusive easement over and under Sanger West Blvd for the purpose of installing and maintaining a monument sign on the median of Sanger West Blvd for the benefit of the Shopping Center (the “**Sign**”). The Lot 7 Owner shall maintain, or cause to be maintained, the Sign.

3. **Easements over Sanger West Blvd for Utility Systems**. The City hereby establishes, grants and convey a non-exclusive easement over Sanger West Blvd for the benefit of the Shopping Center to permit the construction, maintenance, repair, replacement and use of all apparatus necessary to provide

utility services to Sanger West Blvd in connection with the Lights and Sign (collectively referred to as the “*Utility Systems*”).

4. **Street Maintenance.** The City shall maintain Sanger West Blvd (the “*Street Maintenance*”).

5. **Temporary Construction Easement.** The City hereby establishes, grants and conveys a non-exclusive temporary easement to Sanger Retail for the benefit of the Shopping Center over Sanger West Blvd in favor of and to the extent reasonably necessary in accordance with good construction practices for normal construction activities while constructing the Lights, Sign and Utility Systems; provided, however, this temporary easement shall automatically terminate, without any further action by either party, upon the completion of the initial construction of the Lights and Sign.

6. **No Public Dedication.** Nothing herein shall create a gift or dedication of any portion of the Shopping Center or any portion of the Lights or Sign to the general public.

7. **Self-Help.** If the Lot 7 Owner fails to maintain the Lights and/or the Sign (collectively the “*Obligations*”), and such failure continues for a period of twenty (20) days after written notice from the City, the City shall have the right to perform, or caused to be performed, the Obligations specified in its notice to the Lot 7 Owner, as the case may be. The Lot 7 owner shall reimburse the City the costs reasonably incurred by the Lot 7 Owner (or its tenant) to perform the Obligations, within thirty (30) days after receipt of an invoice rendered to the Lot 7 Owner.

8. **Indemnification.** To the extent allowable by law each Owner of any Lot in the Shopping Center and each tenant of such Owner shall indemnify and hold the other party (and such party’s officers, shareholders, partners, employees and lessees) harmless from and against all damages, losses, claims and expenses for personal injury, property damage or mechanics’ or materialmen’ liens, including, without limitation, reasonable attorneys’ fees and expenses, directly arising out of the indemnifying party’s use of the easements granted hereunder.

9. **Termination; Amendment; No Termination or Amendment Without Consent.** This Agreement may be terminated, modified or amended only by an instrument signed by the City, the Lot 7 Owner and the tenant of Lot 7.

10. **Governing Law/Venue.** This Agreement shall be construed in accordance with the laws of the State of Texas. Venue for any dispute shall be Denton County, Texas.

11. **Severability.** Should any provision hereof be declared invalid by a legislative, administrative or judicial body of competent jurisdiction, the other provisions hereof shall remain in full force and effect and shall be unaffected by same.

12. **Notices.** All notices and approvals required or permitted under this Agreement will be served by certified mail, return receipt requested, or via a nationally recognized overnight service such as Federal Express or UPS, to a party at the last known address of its principal place of business; provided that if no address for a party is known, notices and approvals will be sent to the last address of record for such party with the Tax Assessor Collector of Denton County, Texas. The addresses of each party as of the date hereof are as stated hereinabove. Date of service of notice or approval will be the date on which such notice or approval is received or refused by the intended party.

13. **Covenants Run With the Land; Benefits and Burdens**. All of the provisions hereof will be binding upon and inure to the benefit of the parties hereto, their successors and assigns, and further will be equitable servitudes and covenants running with, touching, concerning and binding upon the land.

14. **Counterparts**. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one Agreement.

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IN WITNESS WHEREOF, City has executed this Agreement to be effective as of the Effective Date.

CITY:

THE CITY OF SANGER, TEXAS

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §
COUNTY OF DENTON §

This instrument was acknowledged before me this ____ day of _____ 2024, by _____, the _____ of the City of Sanger, Texas, on behalf of the City.

Notary Public in and for the State of Texas
My Commission Expires: _____

SANGER RETAIL:

SANGER RETAIL, LTD.,
a Texas limited partnership

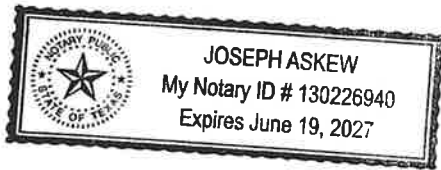
By: MALOUF INTERESTS, INC.,
a Texas corporation, General Partner

By: 
Steve Gregory, Vice President

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on October 28, 2024, by Steve Gregory, Vice President of MALOUF INTERESTS, INC., a Texas corporation, General Partner of SANGER RETAIL, LTD., a Texas limited partnership, on behalf of such corporation and limited partnership.

(Seal)





Notary Public, State of Texas

EXHIBIT "A-1"

Legal Description of the Shopping Center

Being a 16.16 acre tract of land out of the Henry Tierwester Survey, Abstract Number 1241, situated in the City of Sanger, Denton County, Texas, being a portion of a called 24.12 acre tract of land conveyed to Sanger Crossing Ltd. by deed of record in Document Number 2023-134271 of the Official Records of Denton County, Texas, also being all of a called 0.13 acre tract of land conveyed to Sanger Crossing Ltd. by deed of record in Document Number 2023-134272 of said Official Records, and being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2 inch iron rod found at the Northwest corner of said 24.12 acre tract, being the Southwest corner of a called 30.96 acre tract of land conveyed to Holt Texas, Ltd., by deed of record in Document Number 2013-71958 of said Official Records;

THENCE, S88°37'28"E, with the North line of said 24.12 acre tract and the common South line of said 30.96 acre tract, a distance of 868.41 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set for the POINT OF BEGINNING;

THENCE, S88°37'28"E, continuing with the North line of said 24.12 acre tract and the common South line of said 30.96 acre tract, a distance of 254.36 feet to a 5/8 inch iron rod with pink plastic cap stamped "TXDOT" found in the West right-of-way line of Interstate Highway 35 (right-of-way width varies), being the Northwest corner of a called 0.0832 acre tract of land conveyed to The State of Texas by deed of record in Document Number 2022-52683 of said Official Records, and being the Northeast corner of said 24.12 acre tract;

THENCE, with the West right-of-way line of Interstate Highway 35, being the common West line of said 0.0832 acre tract and the common East line of said 24.12 acre tract, along a non-tangent curve to the right, having a radius of 5,310.00 feet, a chord bearing of S08°15'52"W, a chord length of 58.33 feet, a delta angle of 00°37'46", an arc length of 58.33 feet to a 5/8 inch iron rod with pink plastic cap stamped "TXDOT" found at the Southwest corner of said 0.0832 acre tract, the Northwest corner of a called 0.3585 acre tract of land conveyed to The State of Texas by deed of record in Document Number 2020-172411 of said Official Records, being an exterior ell corner of said 24.12 acre tract and the Northeast corner of said 0.13 acre tract;

THENCE, continuing with the West right-of-way line of Interstate Highway 35, being the common West line of said 0.3585 acre tract and the common East line of said 0.13 acre tract, along a compound curve to the right, having a radius of 5,310.00 feet, a chord bearing of S09°59'29"W, a chord length of 250.02 feet, a delta angle of 02°41'53", an arc length of 250.04 feet to a 5/8 inch iron rod with pink plastic cap stamped "TXDOT" found at the Southwest corner of said 0.3585 acre tract, the Northwest corner of a called 0.2541 acre tract of land conveyed to The State of Texas by deed of record in Document Number 2020-74514 of said Official Records, and the Southeast corner of said 0.13 acre tract;

THENCE, leaving the West right-of-way line of Interstate Highway 35, with the North, West, and South lines of a tract of land conveyed as Tract II to Hazel Hartin by deed of record in Volume 2163, Page 47, of said Official Records, in part being the common South line of said 0.13 acre tract, and in part being the common irregular East line of said 24.12 acre tract, the following three (3) courses and distances:

1. N88°56'13"W, a distance of 19.56 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set;
2. S18°48'25"W, a distance of 197.64 feet to a 1/2 inch iron rod found;

3. S81°33'29"E, a distance of 41.31 feet to a 5/8 inch iron rod with pink plastic cap stamped "TXDOT" found in the West right-of-way line of Interstate Highway 35, being the Southwest corner of said 0.2541 acre tract, an exterior ell corner of said 24.12 acre tract, and the Northwest corner of a called 0.5258 acre tract of land conveyed to The State of Texas by deed of record in Document Number 2022-52683 of said Official Records;

THENCE, with the West right-of-way line of Interstate Highway 35, being the common West line of said 0.5258 acre tract and the common East line of said 24.12 acre tract, the following two (2) courses and distances:

1. Along a non-tangent curve to the right, having a radius of 5,310.00 feet, a chord bearing of S16°03'58"W, a chord length of 487.74 feet, a delta angle of 05°15'53", an arc length of 487.91 feet to a 5/8 inch iron rod with pink plastic cap stamped "TXDOT" found;
2. S17°38'54"W, a distance of 96.53 feet to a point for the Southwest corner of said 0.5258 acre tract, being the Northwest corner of a called 0.1483 acre tract of land conveyed to The State of Texas by deed of record in Document Number 2020-44894 of said Official Records, and being the easternmost Southeast corner of said 24.12 acre tract, from which a 5/8 inch iron rod found on said common line bears S17°24'59"W, a distance of 0.11 feet;

THENCE, N70°40'52"W, leaving the West right-of-way line of Interstate Highway 35, with the North line of Lot 1, Block A, of Foodmaker Addition, a subdivision of record in Cabinet P, Page 105, of the Plat Records of Denton County, Texas, being the common South line of said 24.12 acre tract, a distance of 166.89 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set at the Northwest corner of said Lot 1, being an interior ell corner of said 24.12 acre tract;

THENCE, S20°05'13"W, with the West line of said Lot 1 and the common East line of said 24.12 acre tract, a distance of 181.16 feet to a 1/2 inch iron rod found at the Southwest corner of said Lot 1, being the Northwest corner of a called 0.632 acre tract of land conveyed to Sanger Crossing Ltd., by deed of record in Document Number 2023-134278 of said Official Records;

THENCE, S01°25'27"W, with the West line of said Sanger Crossing Ltd. tract (Document Number 2023-134278) and the common East line of said 24.12 acre tract, a distance of 133.87 feet to a mag nail found in the North right-of-way line of W. Chapman Drive (F.M. 455 – right-of-way width varies), being the Northwest corner of a called 0.3112 acre tract of land conveyed to The State of Texas by deed of record in Document Number 2023-44203 of said Official Records and the Northeast corner of a called 0.0323 acre tract of land conveyed to The State of Texas by deed of record in Document Number 2020-95052 of said Official Records, also being the southernmost Southeast corner of said 24.12 acre tract;

THENCE, N88°27'12"W, with the North right-of-way line of W. Chapman Drive, being the common North line of said 0.0323 acre tract and the common South line of said 24.12 acre tract, a distance of 30.00 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set at the Northwest corner of said 0.0323 acre tract, being the Northeast corner of a called 0.0621 acre tract of land conveyed to The State of Texas by deed of record in Document Number 2020-76257 of said Official Records, also being the Southeast corner of Lot 1R, Block A, of Kwik Kar Addition, a subdivision of record in Document Number 2023-46 of said Plat Records, and being the southernmost Southwest corner of said 24.12 acre tract;

THENCE, leaving the North right-of-way line of W. Chapman Drive, with the East line of said Lot 1R and the common West line of said 24.12 acre tract, the following two (2) courses and distances:

1. N01°25'27"E, a distance of 138.73 feet to a 1/2 inch iron rod found;

2. N20°05'13"E, a distance of 154.99 feet to an "X" cut found at the Northeast corner of said Lot 1R, being an interior ell corner of said 24.12 acre tract;

THENCE, N69°54'47"W, with the North line of said Lot 1R, being the common South line of said 24.12 acre tract, a distance of 55.48 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set, from which a 1/2 inch iron rod found bears N72°03'02"E, a distance of 5.07 feet;

THENCE, N88°36'29"W, with the South line of said 24.12 acre tract, being the common North line of said Lot 1R, the common North line of Porter Addition, a subdivision of record in Cabinet U, Page 76, of said Plat Records, and the common North line of Isbell Addition, a subdivision of record in Cabinet Y, Page 669, of said Plat Records, a distance of 419.32 feet to a point in the East right-of-way line of Sanger West Boulevard (right-of-way width varies), being an exterior ell corner of said 24.12 acre tract, from which an "X" cut found bears S16°46'01"E, a distance of 0.34 feet;

THENCE, N01°13'52"E, with the East right-of-way line of Sanger West Boulevard, a distance of 9.80 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" found at the intersection of the East right-of-way line of Sanger West Boulevard and the North right-of-way line of Exchange Drive (50-foot right-of-way), being an interior ell corner of said 24.12 acre tract;

THENCE, N88°21'17"W, with the North right-of-way line of Exchange Drive, being the common South line of said 24.12 acre tract, a distance of 221.87 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" found at the Northwest corner of the West terminus of Exchange Drive, being the Southwest corner of said 24.12 acre tract;

THENCE, N01°26'23"E, with the West line of said 24.12 acre tract, a distance of 589.60 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set;

THENCE, over and across said 24.12 acre tract, the following three (3) courses and distances:

1. S88°36'43"E, a distance of 558.20 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set;
2. S75°33'37"E, a distance of 220.58 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set;
3. N13°03'24"E, a distance of 473.15 feet to the POINT OF BEGINNING, and containing an area of 16.16 acres (703,749 square feet) of land.

EXHIBIT "A-2"

Preliminary Plat

