

ACCESS EASEMENT AGREEMENT

THIS ACCESS EASEMENT AGREEMENT (this "Agreement") is made and entered into as of the 9th 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

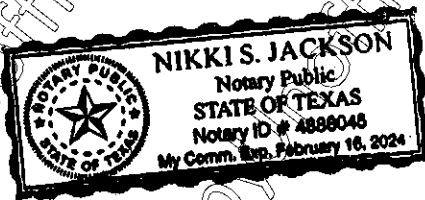
By: 
Name: Zach Johnson
Title: Manager

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.


Notary Public Signature



PARCEL B OWNER:

RBRV Ventures, LLC,
a Texas limited liability company

By: _____

Name: Randall Seay

Title: MEMBER

STATE OF TEXAS

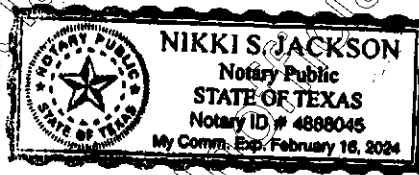
COUNTY OF Tarrant

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

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

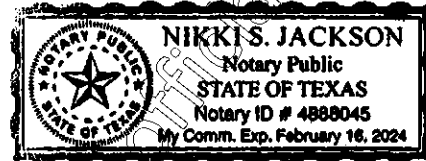


EXHIBIT "A"
DESCRIPTION OF PARCEL A

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. 201926026, 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.

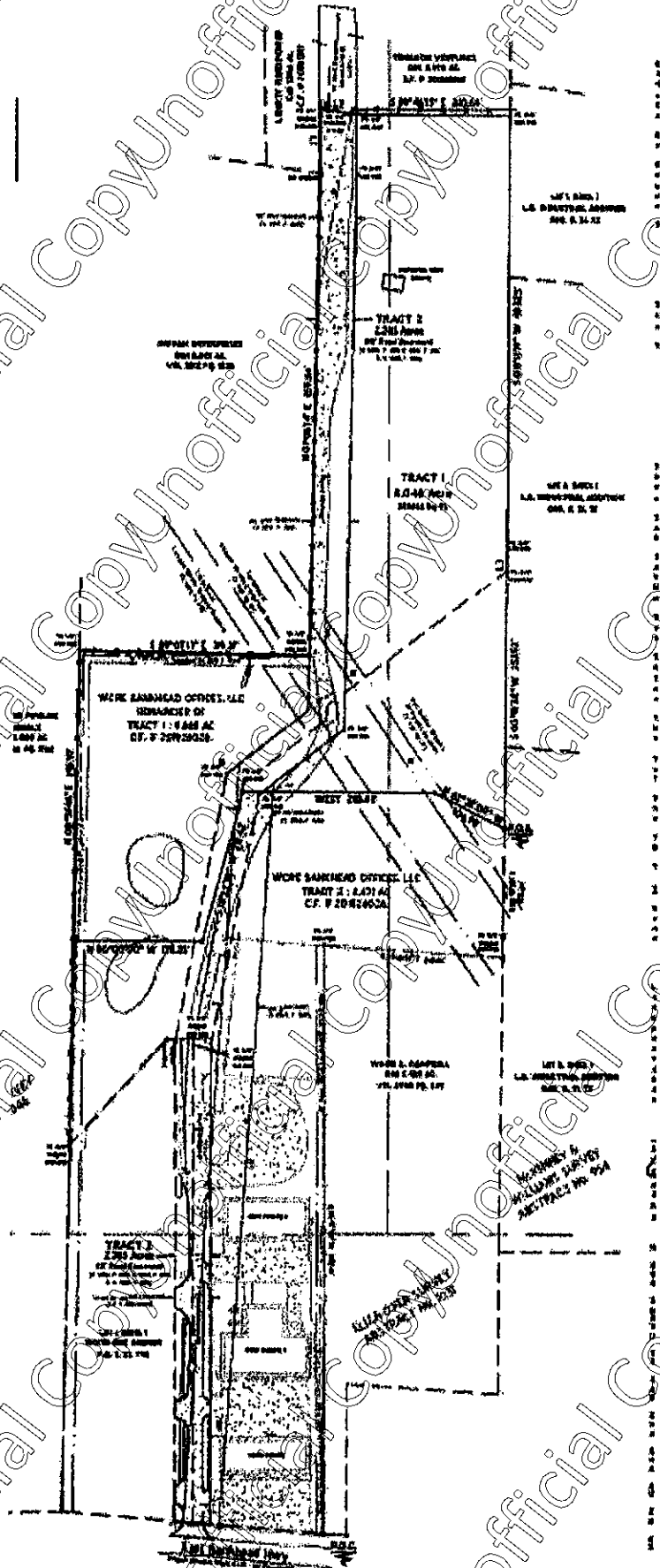
Thence S. 01 deg. 38 min. 57 sec. W. 758.78 feet to a found 3/8" iron rod for a corner of this easement.

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.



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.

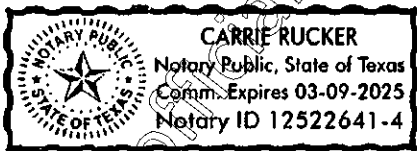
LENDER:

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