

*Mary Louise Nicholson*  
MARY LOUISE NICHOLSON  
COUNTY CLERK

This instrument prepared by:  
Joseph W. Gaynor, Esquire  
JOHNSON, POPE, BOKOR,  
RUPPEL & BURNS, LLP  
911 Chestnut Street  
Clearwater, FL 33756

(Space Above This Line for Recording Data) 9001312100476 - 5HT - kf

### **ACCESS AND UTILITIES EASEMENT**

30th day of September, 2021, by and between GREAT SOUTHWEST PARKWAY INVESTMENTS, LLC, a Texas limited liability company ("Grantor") in favor of COPE EQUITIES, LLC, a Texas limited liability company ("Grantee").

### **WITNESSETH:**

**WHEREAS**, Grantee, as Seller, has entered into that certain Commercial Contract of Sale having an effective date of April 5, 2021 with European Equities Acquisitions, LLC, a Florida limited liability company ("Purchaser"), as amended and extended (the "Contract") for the acquisition of the property described in Exhibit "A" attached hereto and incorporated herein by reference (the "Property"); and

**WHEREAS**, Purchaser has assigned all of its right, title and interest in and to the Contract to the Grantor; and

**WHEREAS**, Grantor has acquired the Property from the Grantee as evidenced by that certain deed of even date herewith; and

**WHEREAS**, Grantee is the owner of the abutting property described in Exhibit "B" attached hereto and incorporated herein by reference ("Grantee's Property"); and

**WHEREAS**, Grantor has agreed to provide Grantee access over, across and through the Property to the Grantee's Property in accordance with the terms and conditions set forth herein.

**WHEREAS**, Grantor has agreed to provide Grantee the ability to install, construct, operate, maintain, replace, repair, upgrade, and remove utilities, in accordance with the terms and conditions set forth herein

**NOW THEREFORE**, in consideration of the sum of Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

This instrument prepared by:  
Joseph W. Gaynor, Esquire  
JOHNSON, POPE, BOKOR,  
RUPPEL & BURNS, LLP  
911 Chestnut Street  
Clearwater, FL 33756

(Space Above This Line for Recording Data)

9001312100476 - FNT - AB

### ACCESS AND UTILITIES EASEMENT

30th day of September, 2021, by and between GREAT SOUTHWEST PARKWAY INVESTMENTS, LLC, a Texas limited liability company ("Grantor") in favor of COPE EQUITIES, LLC, a Texas limited liability company ("Grantee").

### WITNESSETH:

**WHEREAS**, Grantee, as Seller, has entered into that certain Commercial Contract of Sale having an effective date of April 5, 2021 with European Equities Acquisitions, LLC, a Florida limited liability company ("Purchaser"), as amended and extended (the "Contract") for the acquisition of the property described in Exhibit "A" attached hereto and incorporated herein by reference (the "Property"); and

**WHEREAS**, Purchaser has assigned all of its right, title and interest in and to the Contract to the Grantor; and

**WHEREAS**, Grantor has acquired the Property from the Grantee as evidenced by that certain deed of even date herewith; and

**WHEREAS**, Grantee is the owner of the abutting property described in Exhibit "B" attached hereto and incorporated herein by reference ("Grantee's Property"); and

**WHEREAS**, Grantor has agreed to provide Grantee access over, across and through the Property to the Grantee's Property in accordance with the terms and conditions set forth herein.

**WHEREAS**, Grantor has agreed to provide Grantee the ability to install, construct, operate, maintain, replace, repair, upgrade, and remove utilities, in accordance with the terms and conditions set forth herein

**NOW THEREFORE**, in consideration of the sum of Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Recitals.** The above recitals are true and correct and are incorporated herein by reference.

2. **Grant of Easement.** Grantor does hereby grant and convey to Grantee its, successors mortgagees and assigns:

(i) a perpetual non-exclusive easement for pedestrian and vehicular access, ingress, egress, over and across the easement area described in Exhibit "C" attached hereto and incorporated herein by reference ("Easement Area"); and

(ii) a perpetual non-exclusive easement over, on, across and under the Easement Area, together with all and singular the rights and appurtenances thereto in any way belonging for the purposes of installation, construction, operation, maintenance, replacement, repair, upgrade, and removal of utilities (including, but not limited to: water lines, sanitary sewer lines, power lines, communications lines, gas lines) and all necessary appurtenances and related facilities (without limitation, wire, lines, pipelines, valves, manholes, manhole vents, lateral line connections, and junction boxes), including the right to tie into the utilities installed by Grantor.

Hereinafter collectively referred to as the "Easement".

3. **Construction.** Grantor, at its expense, shall construct the roadway, curbing, landscaping and related facilities, described in Paragraph 2(i), within the Easement Area as part of the development of the Property. Construction will commence within three hundred sixty (360) days of receipt of all necessary governmental approvals and permits and shall be completed within twelve (12) months from the date of commencement, but in no event later than December 31, 2024.

4. **Maintenance of Easement.**

A. Grantor shall be responsible for all:

- i. maintenance of the portion of the Easement Area described in **Paragraph 2(i)** and improvements thereon and thereunder, which shall be performed in accordance with any and all applicable rules, regulations, ordinances and permits, as established by all governmental authorities with jurisdiction over the Easement Area.
- ii. repairs to the Easement Area defined in described in **Paragraph 2(ii)** that are needed, as a result of the excessive use by and/or negligence of the Grantor, its invitees or guests using the Easement Area. Grantor shall make said repairs, at its expense, within thirty (30) days from the date of notice from the Grantee of the damage resulting from the negligent act of the Grantee, its invitees or guests. In the event there is a dispute with respect to any damage or casualty resulting in a claim by the Grantee, the Grantor must deny the claim within ten (10) days of the date of receipt of the claim, whereupon the Grantee can proceed to repair the damage, and the Grantee and the Grantor shall have all of their rights and remedies set forth herein with respect to the prosecution and defense of any claim.

- B. Grantee shall be responsible for all:
- i. repairs to the Easement Area defined in described in Paragraph 2(i) that are needed, as a result of the excessive use by and/or negligence of the Grantee, its invitees or guests using the Easement Area to enter or leave the Grantee's Property. Grantee shall make said repairs, at its expense, within thirty (30) days from the date of notice from the Grantor of the damage resulting from the negligent act of the Grantor, its invitees or guests. In the event there is a dispute with respect to any damage or casualty resulting in a claim by the Grantor, the Grantee must deny the claim within ten (10) days of the date of receipt of the claim, whereupon the Grantor can proceed to repair the damage, and the Grantor and the Grantee shall have all of their rights and remedies set forth herein with respect to the prosecution and defense of any claim.
  - ii. maintenance of the portion of the Easement Area described in Paragraph 2(i) and improvements thereon and thereunder, which shall be performed in accordance with any and all applicable rules, regulations, ordinances and permits, as established by all governmental authorities with jurisdiction over the Easement Area.

4. **Non-Exclusive.** The Easement Area is for the non-exclusive benefit of Grantor and Grantee, their successors, grantees, assigns, mortgagees, invitees and guests and shall be in perpetuity.

5. **Appurtenance.** The Easement granted herein shall be appurtenant to the parcel being benefited by such easement.

6. **Relocation.** At any time prior to commencement of development, the Grantor shall have the right to relocate the Easement Area, provided comparable access and utility areas are provided to Grantee on the Property and Grantee agrees to execute an amendment to this Easement vacating the location of the Easement Area and replacing it at the substitute location.

7. **Indemnity.**

A. Grantor, its successor, grantees and assigns, shall indemnify and save harmless Grantee, its successors, grantees and assigns, from and against any claim or loss, including reasonable attorneys' fees and investigation costs associated therewith, by reason of an accident or damage to any person or property happening within the Easement Areas as a result of the use of the Easement Areas by Grantor and its guests and invitees using the improvements constructed on the Easement Area, provided such claim or loss is not caused by any intentional or negligent act of Grantee, its members, agents, successors, guests, invitees or assigns.

B. Grantee, its successor, grantees and assigns, shall indemnify and save harmless Grantor, its successors, grantees and assigns, from and against any claim or loss, including reasonable attorneys' fees and investigation costs associated therewith, by reason of an accident or damage to any person or property happening within the Easement Areas as a result of the use of the Easement Areas by Grantee and its guests and invitees using the improvements constructed on the

Easement Area, provided such claim or loss is not caused by any intentional or negligent act of Grantor, its members, agents, successors, guests, invitees or assigns.

8. **Attorney's Fees.** In the event of any action or proceeding brought by either party against the other under or pursuant to this Easement, the prevailing party shall be entitled to recover damages, including interest at the maximum rate allowed by law, together with the costs of such action or proceeding, including any reasonable attorneys fee, including mediation, trial and through appeal.


9. Grantor and Grantee shall cooperate with each other in a commercially reasonable, good faith manner in their respective efforts to develop the Easement Area and obtain the approvals of plat(s) and all other approvals necessary for the development within the Easement Area ("Approvals"). It is the intent of the parties that the Easement Area will be developed with improvements required by each property owner and the rights of the Grantee will not prohibit the rights of the Grantor to develop within the Easement Area for the development of Grantor's property. Grantee shall control the preparation and submittal of the documents necessary to obtain the Approvals for the development of its property and/or the development as allowed by this document in the Easement Area ("Submittal Documents"). Grantor shall have the right to review and approve the Submittal Documents prior to submittal to the City or other applicable governmental or quasi-governmental entities or utility companies (where applicable). Grantor may, but shall not be obligated to, provide Grantee comments and suggested changes to the Submittal Documents within the ten (10) day period following Grantor's receipt of the Submittal Documents. Grantee shall implement all reasonable changes and comments to the Submittal Documents provided by Grantor and deliver the revised Submittal Documents within the ten (10) day period following Grantee's receipt of Grantor's comments or suggested changes. Such exchange between Grantor and Grantee shall continue until Grantor notifies Grantee in writing that Grantor has no further comments or suggested changes or that Grantor has failed to provide any comments or suggested changes within Grantor's allotted ten (10) day review period. If Grantor does not provide any suggested changes or comments to the Submittal Documents within one of Grantor's ten (10) day review periods, Grantor shall be deemed to have waived any remaining objections to those particular Submittal Documents. Upon the earlier to occur of (a) Grantor's delivery of its notice to Grantee that Grantor has no further comments or suggested changes; or (b) Grantor's failure to provide Grantee with any suggested changes or comments to the Submittal Documents within one of Grantor's ten (10) day review periods, those particular Submittal Documents shall be deemed approved by Grantor and Grantee ("Approved Submittal Documents").

(SIGNATURE PAGE TO FOLLOW;  
REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, David McComas has caused this Access Easement to be executed and delivered the day and year first above written.

**GRANTOR:**

GREAT SOUTHWEST PARKWAY INVESTMENTS, LLC  
a Texas limited liability company

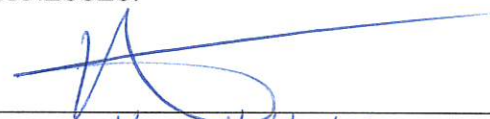
  
Print Name: David McComas  
Title: Manager

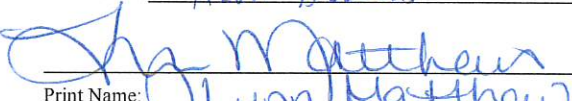
STATE OF Florida §  
COUNTY OF Pinellas §

This instrument was acknowledged before me on Sept 30, 2021, by David McComas, the Manager of GREAT SOUTHWEST PARKWAY INVESTMENTS, LLC, a Texas limited liability company, on behalf of said company.

  
Notary Public, State of Florida

**WITNESSES:**

  
Print Name: Keri Hubbard

  
Print Name: Lynn Matthews



LYNNA A. MATTHEWS  
Commission # GG 367825  
Expires October 13, 2023  
Bonded Thru Budget Notary Services

## Exhibit A

### Grantor's Property

Being a 2.55 acre tract or parcel of land situated in the M. Hunt Survey, Abstract No. 757, Tarrant County, Texas, and being part of that certain called 10.83 acre tract of land conveyed from RS18 Bardin LLC to Cope Equities, LLC, by Special Warranty Deed, as recorded in File No. D219054646, Official Public Records, Tarrant County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch iron rod found, stamped "BROOKES", for corner, said corner being on the East line of Great Southwest Parkway, the Northwest corner of Oak Hollow Phase 2, an Addition to the City of Grand Prairie, Tarrant County, Texas, according to the plat thereof recorded in Volume 388-142, Page 44, Plat Records, Tarrant County, Texas, and the Southwest corner of said 10.83 acres;

THENCE North 00 degrees 24 minutes 16 seconds West, along the East line of said Great Southwest Parkway and the most Westerly West line of said 10.83 acre tract, a distance of 365.22 feet to a 5/8 inch iron rod found for corner;

THENCE North 89 degrees 32 minutes 45 seconds East, passing at a distance of 10.58 feet, a 5/8 inch iron rod found, stamped "KHA", being the Southwest corner of Lot 1, Block A, Retail at Bardin Road, an Addition to the City of Grand Prairie, Tarrant County, Texas, according to the plat thereof recorded in Cabinet A, Slide 10249, Plat Records, Tarrant County, Texas, continuing along the South line of said Retail at Bardin Road Addition and a North line of said 10.83 acre tract, passing at 260.06 feet a 5/8 inch iron rod found, stamped "KHA", being the Southeast corner of said Retail at Bardin Road Addition and the Southwest corner of Lot 1, Block A, Charley & Cordella Martin Addition, an Addition to the City of Grand Prairie, Tarrant County, Texas, according to the plat thereof recorded in File No. D212032440, Plat Records, Tarrant County, Texas, continuing along the South line of said Charley & Cordella Martin Addition and a North line of said 10.83 acre tract, a total distance of 304.03 feet to a 1/2 inch iron rod set, stamped "BY-LINE", for corner;

THENCE South 00 degrees 24 minutes 16 seconds East, over and across said 10.83 acre tract, a distance of 365.48 feet to a 1/2 inch iron rod set, stamped "BY-LINE", for corner in the North line of said Oak Hollow Phase 2 and the South line of said 10.83 acre tract;

THENCE South 89 degrees 35 minutes 42 seconds West, along the North line of said Oak Hollow Phase 2 and the South line of said 10.83 acre tract, a distance of 304.03 feet to the POINT OF BEGINNING and CONTAINING 2.55 acres of land.

\* \* \*

## Exhibit B

### Grantee's Property

Being a 10.83 acre tract of land situated in the M. Hunt Survey, Abstract No. 787, Tarrant County, Texas, same being a portion of a called 34.208 acre tract of land conveyed to RS18 Bardin, LLC, by deed recorded in File No. D2018077348, Official Public Records, Tarrant County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch iron rod found, stamped "BROOKES", for corner, said corner being on the East line of Great Southwest Parkway, the Northwest corner of Oak Hollow Phase 2, an Addition to the City of Grand Prairie, Tarrant County, Texas, according to the plat thereof recorded in Volume 388-142, Page 44, Plat Records, Tarrant County, Texas, and the Southwest corner of said 34.208 acres;

THENCE North 00 degrees 24 minutes 16 seconds West, along the East line of said Great Southwest Parkway, a distance of 365.22 feet to a 5/8 inch iron rod found for corner;

THENCE North 89 degrees 32 minutes 45 seconds East, passing at a distance of 10.58 feet, a 5/8 inch iron rod found, stamped "KHA", being the Southwest corner of Lot 1, Block A, Retail of Bardin Road, an Addition to the City of Grand Prairie, Tarrant County, Texas, according to the plat thereof recorded in Cabinet A, Slide 10249, Plat Records, Tarrant County, Texas, continuing along the South line of said Lot 1, Block A, continuing along the South line of Lot 1, Block A, Charley & Cordelia Martin Addition, an Addition to the City of Grand Prairie, Tarrant County, Texas, according to the plat thereof recorded in File No. D212032440, Plat Records, Tarrant County, Texas, a total distance of 480.85 feet to a 5/8 inch iron rod found for corner, said corner being the Southeast corner of said Lot 1, Block A, of said Addition (D212032440);

THENCE North 00 degrees 27 minutes 06 seconds West, along the East line of said Lot 1, Block A, of said Addition (D212032440), a distance of 299.83 feet to a 5/8 inch iron rod found, stamped "BROOKES", for corner, said corner being on the South line of Bardin Road and the Northeast corner of said Lot 1, Block A, of said Addition (D212032440);

THENCE North 89 degrees 35 minutes 43 seconds East, along the South line of said Bardin Road, a distance of 175.66 feet to a 1/2 inch iron rod found, stamped "RPLS 5686", for corner, from which a 5/8 inch iron rod found for witness bears North 89 degrees 35 minutes 43 seconds East, a distance of 282.05 feet;

THENCE departing the South line of said Bardin Road and generally along the center line of a creek the following Six (6) courses and distances:

South 00 degrees 24 minutes 18 seconds East, a distance of 71.24 feet to a point for corner;  
South 25 degrees 27 minutes 28 seconds East, a distance of 164.16 feet to a point for corner;  
South 67 degrees 45 minutes 44 seconds East, a distance of 326.22 feet to a point for corner;  
South 49 degrees 47 minutes 45 seconds East, a distance of 89.88 feet to a point for corner;  
South 08 degrees 18 minutes 59 seconds West, a distance of 100.12 feet to a point for corner;  
South 41 degrees 18 minutes 19 seconds East, a distance of 214.92 feet to a 1/2 inch iron rod found for corner, said corner being on the North line of said Addition (388-142/44);



THENCE South 89 degrees 35 minutes 42 seconds West, along the North line of said Addition (388-142/44), a distance of 1220.63 feet to the POINT OF BEGINNING and containing 10.83 acres of land.

LESS:

Being a 2.55 acre tract or parcel of land situated in the M. Hunt Survey, Abstract No. 757, Tarrant County, Texas, and being part of that certain called 10.83 acre tract of land conveyed from RS18 Bardin LLC to Cope Equities, LLC, by Special Warranty Deed, as recorded in File No. D219054646, Official Public Records, Tarrant County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch iron rod found, stamped "BROOKES", for corner, said corner being on the East line of Great Southwest Parkway, the Northwest corner of Oak Hollow Phase 2, an Addition to the City of Grand Prairie, Tarrant County, Texas, according to the plat thereof recorded in Volume 388-142, Page 44, Plat Records, Tarrant County, Texas, and the Southwest corner of said 10.83 acres;

THENCE North 00 degrees 24 minutes 16 seconds West, along the East line of said Great Southwest Parkway and the most Westerly West line of said 10.83 acre tract, a distance of 365.22 feet to a 5/8 inch iron rod found for corner;

THENCE North 89 degrees 32 minutes 45 seconds East, passing at a distance of 10.58 feet, a 5/8 inch iron rod found, stamped "KHA", being the Southwest corner of Lot 1, Block A, Retail at Bardin Road, an Addition to the City of Grand Prairie, Tarrant County, Texas, according to the plat thereof recorded in Cabinet A, Slide 10249, Plat Records, Tarrant County, Texas, continuing along the South line of said Retail at Bardin Road Addition and a North line of said 10.83 acre tract, passing at 260.06 feet a 5/8 inch iron rod found, stamped "KHA", being the Southeast corner of said Retail at Bardin Road Addition and the Southwest corner of Lot 1, Block A, Charley & Cordella Martin Addition, an Addition to the City of Grand Prairie, Tarrant County, Texas, according to the plat thereof recorded in File No. D212032440, Plat Records, Tarrant County, Texas, continuing along the South line of said Charley & Cordella Martin Addition and a North line of said 10.83 acre tract, a total distance of 304.03 feet to a 1/2 inch iron rod set, stamped "BY-LINE", for corner;

THENCE South 00 degrees 24 minutes 16 seconds East, over and across said 10.83 acre tract, a distance of 365.48 feet to a 1/2 inch iron rod set, stamped "BY-LINE", for corner in the North line of said Oak Hollow Phase 2 and the South line of said 10.83 acre tract;

THENCE South 89 degrees 35 minutes 42 seconds West, along the North line of said Oak Hollow Phase 2 and the South line of said 10.83 acre tract, a distance of 304.03 feet to the POINT OF BEGINNING and CONTAINING 2.55 acres of land.

\* \* \*

## Exhibit C

### Easement Area

Being a variable width easement situated in the M. Hunt Survey, Abstract No. 757, Tarrant County, Texas, and being part of that certain called 10.83 acre tract of land conveyed from RS18 Bardin LLC to Cope Equities, LLC, by Special Warranty Deed, as recorded in File No. D219054646, Official Public Records, Tarrant County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch iron rod found, stamped "BROOKES", for corner, said corner being on the East line of Great Southwest Parkway, the Northwest corner of Block B, Oak Hollow Phase 2, an Addition to the City of Grand Prairie, Tarrant County, Texas, according to the plat thereof recorded in Volume 388-142, Page 44, Plat Records, Tarrant County, Texas, and the Southwest corner of said 10.83 acres;

THENCE North 00 degrees 24 minutes 16 seconds West, along the East line of said Great Southwest Parkway and the most Westerly West line of said 10.83 acre tract, a distance of 24.00 feet to a point for corner, from which a 5/8 inch iron rod found for corner bears North 00 degrees 24 minutes 16 seconds West, a distance of 341.22 feet;

THENCE over and across said 10.83 acre tract the following courses and distances:

North 89 degrees 35 minutes 42 seconds East, parallel with and 24.00 feet to the North of the South line of said 10.83 acre tract, a distance of 251.64 feet to a point for corner at the beginning of a curve to the left, with a radius of 25.00 feet, a delta angle of 89 degrees 59 minutes 57 seconds, the chord of which bears North 44 degrees 35 minutes 43 seconds East, for a chord distance of 35.36 feet;

Along the arc of said curve, for an arc length of 39.27 feet to a point for corner;

North 00 degrees 24 minutes 16 seconds West, a distance of 272.45 feet to a point for corner on the South line of a called 24 foot mutual access and utility easement as described in File No. D211302618, and in File No. D211302621, Real Property Records, Tarrant County, Texas;

THENCE North 89 degrees 32 minutes 15 seconds East, over and across said 10.83 acre tract and along the South line of said 24 foot mutual access and utility easement, passing at 24.00 feet a point for corner at the Southeast corner of said 24 foot mutual access and utility easement, continuing in all a total distance of 27.39 feet to a point for corner, from which a 1/2 inch iron rod found with a yellow cap stamped (By-Line) on the North line of said 10.83 acre tract and on the South line of a called Lot 1, Block A, Charley & Cordella Martin Addition, according to the plat thereof as recorded in File No. D212032440, Plat Records, Tarrant County, Texas bears North 00 degrees 24 minutes 16 seconds West, a distance of 44.00 feet;

THENCE South 00 degrees 24 minutes 16 seconds East, over and across said 10.83 acre tract, a distance of 321.48 feet to a 1/2 inch iron rod found with a yellow cap stamped (By-Line) on the South line of said 10.83 acre tract and on the North line of said Block B, Oak Hollow Phase 2;

THENCE South 89 degrees 35 minutes 42 seconds West, with the South line of said 10.83 acre tract and with the North line of said Block B, Oak Hollow Phase 2, a distance of 304.03 feet to the POINT OF BEGINNING and CONTAINING 15,578 square feet or 0.36 acres of land.

\* \* \*