

*Mary Louise Nicholson*  
MARY LOUISE NICHOLSON  
COUNTY CLERK

**DECLARATION OF EASEMENTS AND RESTRICTIONS AND SHORT FORM LEASE**

**[RELO Rufe Snow (TX) 5230]**

STATE OF TEXAS                    §  
  §           KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF TARRANT         §

THIS DECLARATION OF EASEMENTS AND RESTRICTIONS AND SHORT FORM LEASE (this "**Declaration and Short Form Lease**") is entered into as of this 16th day of October, 2023, by and between NORTH RICHLAND HILLS PADS, LLC, a Delaware limited liability company ("**Landlord**"), and CHICK-FIL-A, INC., a Georgia corporation ("**Tenant**").

RECITALS:

- A. Landlord and Tenant have entered into a Ground Lease dated September 30, 2022 (the "**Lease**").
- B. Tenant is granted certain rights and privileges which are intended to run with title to the Land and the Adjoining Property (as such terms are defined in the Lease) during the term of the Lease, including any extensions thereof.
- C. Tenant is also granted certain rights and privileges which are intended to survive Tenant's exercise of its right of first offer.
- D. Landlord and Tenant desire to file this Declaration and Short Form Lease to provide record notice of the Lease and its terms and conditions both during Tenant's tenancy under the Lease (including any extensions thereof), as well as during any subsequent period of fee simple ownership of the Demised Premises by Tenant.

NOW, THEREFORE, for and in consideration of the mutual covenants contained in this Declaration and Short Form Lease and in the Lease, Landlord and Tenant hereby agree as follows:

1. **Demised Premises**. Effective as of the Commencement Date, Landlord leases to Tenant, and Tenant leases from Landlord, on the terms and conditions of the Lease, the parcel of land consisting of approximately 1.0638 acres located at 6645 NE Loop 820, in the northwest quadrant of Loop 820 and Rufe Snow Road, Tarrant County, North Richland Hills, Texas 76180, and being more particularly described on Exhibit A attached hereto (the "**Land**"), and (a) all improvements on the Land, with any and all improvements, appurtenances, rights, privileges and easements benefiting, belonging or pertaining to the Land, (b) easements set forth in Section 3(a) of the Lease with respect to the REO, (c) use of the Overflow Parking Spaces pursuant to the terms of Section 3(h) of the Lease, and (d) cross parking and access rights under that certain Covenants, Conditions, and Restrictions Agreement dated November 19, 1992, and recorded in the Official Records of Tarrant County, Texas, as Instrument No. 10857-1041 (collectively, the "**Demised Premises**").

2. **Term**. The term of the Lease commenced on October 9, 2023, and will terminate on the last day of the month which is fifteen (15) years after the Rent Commencement Date (as that term is defined in the lease) unless sooner terminated or extended as provided in the Lease. Tenant has the right to extend

Rufe Snow (RELO) FSU [5230]

the term of the Lease for ten (10) consecutive periods of five (5) years each pursuant to the terms of the Lease. Upon request, each of Landlord and Tenant agrees to promptly execute and deliver an amendment to this Declaration and Short Form Lease in recordable form acknowledging the actual date of the Rent Commencement Date and providing notice of extension periods added to the Lease.

3. **Incorporation of Lease.** The provisions of the Lease are incorporated into this Declaration and Short Form Lease as if set out in full. In the event of any conflict or inconsistency between the terms of this Declaration and Short Form Lease and the terms of the Lease, the terms of the Lease will govern and control for all purposes.

4. **Defined Terms.** All capitalized terms and words of art which are used but not defined in this Declaration and Short Form Lease will have the same respective meaning designated for such terms and words of art in the Lease.

5. **Adjoining Property.** The Adjoining Property, as defined in the Lease and used in this Declaration and Short Form Lease, is described and depicted on Exhibit B.

6. **Easements.** The Land is a pad site located in the retail development subject to the REO and surrounding the Land (the "**Shopping Center**"). Landlord owns that certain portion of the Shopping Center that is immediately adjoining the Land described and depicted on Exhibit B attached hereto, consisting of the Existing CFA and that additional real estate commonly known as 5121 Rufe Snow Drive, North Richland Hills, Texas 76180 (collectively, the "**Adjoining Property**"). Pursuant to Section 1.01 of the REO, Landlord hereby grants to Tenant all benefits of the access easement described therein. If Tenant acquires title to the Land at any time, the foregoing rights and easements will be set forth in a separate agreement, in recordable form, to be delivered by Landlord (and its lender, if applicable) at the closing.

7. **Tenant's Exclusive Use and Restrictions on Adjoining Property.** Landlord agrees that the Adjoining Property is subject to the following restrictive covenants for the term of the Lease:

(i) Landlord will not lease, rent, sell or occupy, or permit to be leased, rented, sold or occupied, any portion of the Adjoining Property for any of the following: a theater of any kind; bowling alley, skating rink, amusement park, carnival or circus; meeting hall, sporting event, auditorium or any other like place of public assembly; mortuary or funeral parlor; establishment selling cars or other motor vehicles, motor vehicle maintenance or repair shop or gas station, or any establishment selling trailers; billiard parlor; tavern, pub, bar (except in connection with a restaurant) or liquor store, pawn shop; amusement center; flea market; massage parlor; "disco" or other dance hall; tattoo or body piercing parlor; casino, gaming room, or "off track betting" operation; for the sale of paraphernalia for use with illicit drugs or for the sale of marijuana; vape shop; or for the sale, rental or display of pornographic materials.

(ii) No restaurant will be permitted on any portion of the Adjoining Property unless the restaurant independently maintains a parking ratio of the number of spaces required by law (without a variance).

(iii) No portion of the Adjoining Property will be leased, used or occupied as a restaurant selling or serving chicken as a principal menu item. For the purposes of the Lease, "a restaurant selling or serving chicken as a principal menu item" means a restaurant deriving thirty percent (30%) or more of its gross food sales from the sale of chicken. A "restaurant" includes any business establishment, including, without limitation, a kiosk, stand, booth, food truck or area located inside another business facility.

Rufe Snow (RELO) FSU [5230]

(iv) No portion of the Adjoining Property will be leased, used, or occupied by or for any of the following uses: Boston Market, Kentucky Fried Chicken, Popeye's, Church's, Bojangle's, Mrs. Winner's, Chicken Out, Zaxby's, Ranch One, El Pollo Loco, Pollo Campero, Pollo Tropical, Raising Cane's, Chester's, Bush's Chicken, Biscuitville, Chicken Now, PDQ, ChikWich, Ezell's Famous Chicken, or Slim Chickens.

8. **Utility Easements.** Tenant will have the right to enter into reasonable agreements with utility suppliers creating easements in favor of the suppliers, including, without limitation, gas, electricity, telephone, cable, internet, water and sewer, as are required in order to service the building and improvements on the Land. Landlord covenants and agrees to execute commercially reasonable easement agreements and to take all other actions reasonably required in order to effectuate the same, the reasonable costs and expenses of which will be Tenant's responsibility.

9. **Intentionally Omitted.**

10. **Tenant's Right of First Offer.**

(a) If Landlord intends to offer the Demised Premises for sale to an unaffiliated third party or if Landlord receives an offer from an unaffiliated third party to purchase the Demised Premises on terms acceptable to Landlord, Landlord will first offer Tenant the right to purchase the Demised Premises by sending to Tenant a written notice of the specific terms of the offer to sell or purchase. The offer will include the price (the "**Offering Amount**"), payment terms, conditions of title, costs of escrow and other relevant terms, together with a current payoff letter from any mortgagee of the Demised Premises evidencing such Holder's agreement to release its mortgage upon payment of the release price. Tenant will have twenty (20) days after receipt of the notice to exercise its right to purchase by providing written notice to Landlord. If Tenant exercises the right to purchase, the closing will occur within thirty (30) days after the date of Tenant's notice. If Tenant does not elect to accept the offer or fails to provide notice within the twenty (20) day period, Landlord may offer to sell the Demised Premises to a third party on substantially the terms and conditions provided in Landlord's notice to Tenant. If Landlord does not complete the sale on substantially the terms in the notice to Tenant (for not less than ninety-five percent (95%) of the Offering Amount) in one hundred eighty (180) days, and if Landlord determines again that Landlord desires to offer the Demised Premises for sale, Landlord must again comply with the terms of Section 22 of the Lease and Tenant will again have the right of first offer in Section 22 of the Lease. The right of first offer in Section 22 of the Lease will apply to any transfer by Landlord of any interest in Landlord or in any entity or entities owning a direct or indirect interest in Landlord or the Demised Premises for the purpose of circumventing Tenant's right of first offer.

(b) Section 22 of the Lease will not apply in the event of a sale, transfer or assignment of Landlord's interest in the Demised Premises in connection with the foreclosure of any deed to secure debt, mortgage or other similar security instrument, whether by judicial or non-judicial sale, or any deed or assignment in lieu of foreclosure, covering Landlord's fee interest. Further, Section 22 of the Lease will not apply to any transfer by descent or devise following the death of any party comprising Landlord or to transactions by and among Landlord or any family member of any party comprising Landlord, including without limitation, trusts, corporations or other entities having a majority interest owned by or inuring to the benefit of Landlord or any family member of any party comprising Landlord; provided, however, that the provisions of Section 22 of the Lease will be binding upon such purchaser and such purchaser's heirs, successors and assigns. Landlord agrees that the Declaration and Short Form Lease will reflect the right of first offer granted to Tenant. If Tenant elects not to record a Declaration and Short Form Lease, Landlord will enter into a Memorandum of Right of First Offer, which will be prepared and recorded by Tenant at its sole cost and expense.

Rufe Snow (RELO) FSU [5230]

11. **Duration / Cancellation of Declaration and Short Form Lease.** Landlord agrees that the easements, covenants and restrictions set forth in this Declaration and Short Form Lease will run with the title to the Land and the Adjoining Property so long as Tenant or a firm, person, corporation, partnership or other entity that is controlled by, in control of, or under common control with Tenant, or in which one or more members of the Cathy Family has an individual or collective ownership interest equal to or greater than fifty percent (50%) (a "**Related Party**") has any interest in the underlying real property (either leasehold or fee simple), and the owner and ground lessee of the real property constituting the Demised Premises will have the right to enforce the terms and conditions of this Declaration and Short Form Lease at law or in equity. On the request of Landlord following the expiration or termination of the Lease, and provided that the Lease is not terminating because Tenant has purchased and is taking fee simple ownership of the Demised Premises, Tenant will promptly execute and deliver to Landlord an appropriate release and cancellation instrument acknowledging the expiration or termination of the Lease and releasing any and all right, title and interest of Tenant in and to the Demised Premises under the Lease. The release and cancellation instrument will be executed in proper form for recordation in the official real estate records of the jurisdiction in which the Demised Premises is located. Notwithstanding the foregoing, if Tenant or a Related Party retains a leasehold or ownership interest in the Demised Premises following the termination or expiration of the Lease, then the terms and conditions of this Declaration and Short Form Lease will not terminate but will continue in full force and effect so long as Tenant or a Related Party has a leasehold or ownership interest in the real property constituting the Demised Premises. The lineal descendants of S. Truett Cathy and Jeanette McNeil Cathy, and the spouses of such lineal descendants constitute members of the Cathy Family.

12. **Covenant Against Liens.**

(a) If, because of any act or omission of Tenant or any agent of Tenant, any mechanic's lien or other lien, charge or order for the payment of money is filed against Landlord or any portion of the Demised Premises or Adjoining Property, then Tenant will, at its own cost and expense, cause the same to be discharged of record or bonded within twenty-five (25) days after Tenant's receipt of actual notice of such lien; and Tenant will indemnify and save Landlord harmless from and against all costs, liabilities, suits, penalties, claims and demands, including reasonable attorneys' fees, resulting therefrom. Notice is hereby given that all such liens will relate and attach only to the interest of Tenant in the Demised Premises.

(b) If, because of any act or omission of Landlord or any agent of Landlord, any mechanic's lien or other lien, charge or order for the payment of money is filed against Tenant or any portion of the Demised Premises or Adjoining Property and such lien impacts or interferes with Tenant's rights contained in the Lease, then Landlord will, at its own cost and expense, cause the same to be discharged of record or bonded within twenty-five (25) days after Landlord's receipt of actual notice of such lien; and Landlord will indemnify and save Tenant, its agents, successors and assigns, harmless from and against all costs, liabilities, suits, penalties, claims and demands, including reasonable attorneys' fees, resulting therefrom. Notice is hereby given that all such liens will relate and attach only to the interest of Landlord in the Demised Premises.

13. **Counterparts.** This Declaration and Short Form Lease may be executed in one or more counterparts, each of which will constitute an original, and all of which together will constitute one and the same instrument.

14. **Vesting of Buildings and Improvements.** Upon the expiration or sooner termination of the Lease, and so long as Tenant has no further leasehold or ownership interest in the real property constituting the Demised Premises, title to any buildings or improvements located on the Land (as such term is defined in the Lease), including those constituting the Demised Premises, will vest in and become the full and absolute property of Landlord.

Rufe Snow (RELO) FSU [5230]

15. **Notice.** Notices under this Declaration and Short Form Lease must be in writing and delivered (i) in person, (ii) by courier, or (iii) by reputable overnight courier guaranteeing next business day delivery, to the following addresses:

If to Landlord:

North Richland Hills Pads, LLC,  
415 E. Hyman Avenue, Suite 401  
Aspen, CO 81611  
PHONE: (970) 429-8253  
EMAIL: eric@rossmoreproperty.com  
ATTN: Eric Mangelsen

With a copy to Landlord's Counsel:

Condon Tobin Sladek Thornton Nerenberg  
8080 Park Lane, Suite 700  
Dallas, TX 75231  
PHONE: (214) 265-3833  
EMAIL: dpatel@condontobin.com  
ATTN: Deep Patel

If to Tenant:

Chick-fil-A, Inc.  
ATTN: Legal Department – Real Estate (Site #05230)  
5200 Buffington Road  
Atlanta, Georgia 30349  
PHONE: (404) 765-8000  
EMAIL: cfalegalnotice@chick-fil-a.com

With a copy to Tenant's Counsel:

Seyfarth Shaw LLP  
233 South Wacker Drive, Suite 8000  
Chicago, IL 60606-6488  
PHONE: (312) 460-5124  
EMAIL: kwoolf@seyfarth.com  
ATTN: Kevin A. Woolf, Esq.

[SIGNATURES COMMENCE ON NEXT PAGE]



Rufe Snow (RELO) FSU [5230]

"TENANT"

CHICK-FIL-A, INC., a Georgia corporation

By: Leslie Armistead  
Name: Leslie Armistead  
Title: Director

(CORPORATE SEAL)

STATE OF Georgia §  
COUNTY OF Fulton §

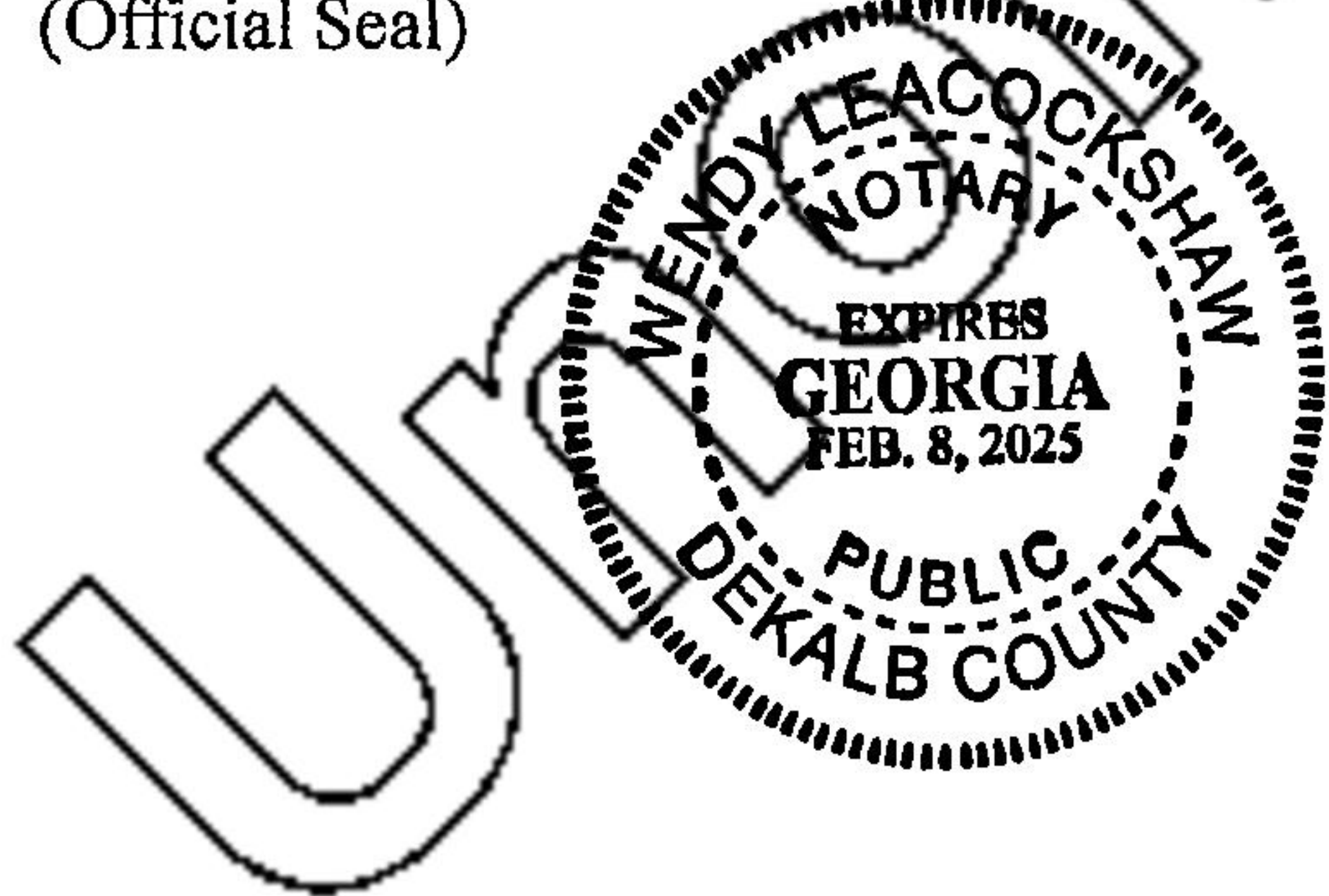
The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of October, 2023, by Leslie Armistead, as Director of CHICK-FIL-A, INC., a Georgia corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 16<sup>th</sup> day of October, 2023.

Wendy Leacock-Shaw  
Notary Public, State of Georgia  
Wendy Leacock-Shaw  
Printed Name of Notary Public

My commission expires: Feb 8, 2025

(Official Seal)



Rufe Snow (RELO) FSU [5230]

EXHIBIT ADESCRIPTION OF LAND

Being a tract or parcel of land situated in the J.M. Van Dusen Survey, Abstract No. 1588 in the City of North Richland Hills, Tarrant County, Texas and being a part of Lot 7, Block 4, Tapp Addition, an addition to the City of North Richland Hills, as recorded in Cabinet A, Slide 1187, Plat Records, Tarrant County, Texas, and being more particularly described as follows:

Beginning at a 1/2 inch iron rod with yellow plastic cap stamped "RLG INC" set for corner in the north westerly right of way line of a 75 feet wide TESCO right of way recorded in Volume 2861, Page 32, Deed Records, Tarrant County, Texas, said corner being the southwest corner of Lot 3, Block 4, Tapp Addition, an addition to the City of North Richland Hills, as recorded in Cabinet A, Slide 1184, Plat Records, Tarrant County, Texas;

Thence South 65 degrees 53 minutes 08 seconds West along the north westerly line of said TESCO right of way a distance of 104.49 feet to a Texas Department of Transportation (TxDOT) monument found at the intersection of the north westerly line of said TESCO right of way and the north line of Interstate Highway Loop 820 (variable width right of way);

Thence South 89 degrees 07 minutes 02 seconds West along the north line of Interstate Highway Loop 820 a distance of 108.27 feet to a Texas Department of Transportation (TxDOT) monument found in the common line between said Lot 7 and Lot 8, Block 4, Tapp Addition, an addition to the City of North Richland Hills, as recorded in Cabinet A, Slide 1185, Plat Records, Tarrant County, Texas;

Thence due North along said common line between said Lot 7 and said Lot 8 a distance of 163.34 feet to a P.K. nail found for corner;

Thence due East continuing along said common line between said Lot 7 and said Lot 8 a distance of 31.00 feet to a P.K. nail found for corner;

Thence due North continuing along said common line between said Lot 7 and said Lot 8 a distance of 89.00 feet to a chiseled "X" found in concrete for corner;

Thence due East continuing along said common line between said Lot 7 and said Lot 8 a distance of 172.62 feet to a chiseled "X" found in concrete for corner in the west line of said Lot 3;

Thence due South along the common line between said Lot 7 and said Lot 8 a distance of 207.98 feet to the Point of Beginning, and containing 46,337 square feet or 1.0638 acres of land, more or less.

Rufe Snow (RELO) FSU [5230]

EXHIBIT BADJOINING PROPERTY5121 Rufe Snow Drive, North Richland Hills, TX

BEING a tract or parcel of land situated in the J.M. Van Dusen Survey, Abstract No. 1588 in the City of North Richland Hills, Tarrant County, Texas and being part of Lot 3, Block 4, Tapp Addition, an Addition to the City of North Richland Hills, as recorded in Cabinet A, Slide 1184, Plat Records, Tarrant County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod with yellow plastic cap stamped "RLG INC" set for corner at the intersection of Rufe Snow Drive (a variable width right-of-way) and the northwesterly right-of-way line of a 75 feet wide TESCO right-of-way recorded in Volume 2861, Page 32, Deed Records, Tarrant County, Texas;

THENCE South 65 degrees 53 minutes 08 seconds West along said northwesterly line, a distance of 222.65 feet to a 1/2 inch iron rod with yellow plastic cap stamped "RLG INC" set for corner, said rod being the southwest corner of said Lot 3 and the southeast corner of Lot 7, Block 4, Tapp Addition, an addition to the City of North Richland Hills as recorded in Cabinet A, Slide 1187, Plat Records, Tarrant County, Texas;

THENCE due North along the common line between said Lot 3 and said Lot 7, passing the easterly common corner between said Lot 7 and Lot 8, Block 4, Tapp Addition, an addition to the City of North Richland Hills as recorded in Cabinet A, Slide 1188, Plat Records, Tarrant County, Texas, continuing along the common line between said Lot 3 and said Lot 8 a total distance of 317.00 feet to an "X" cut in concrete set for corner, said "X" being a common corner with said Lot 8;

THENCE due East along said common line a distance of 158.60 feet to a TxDot monument found for corner in the west line of said Rufe Snow Drive;

THENCE South 00 degrees 34 minutes 12 seconds East along the west line of said Rufe Snow Drive a distance of 2.52 feet, to a TxDot monument found for corner;

THENCE South 89 degrees 23 minutes 58 seconds East along the west line of said Rufe Snow Drive a distance of 12.84 feet to a TxDot monument found for corner;

THENCE South 80 degrees 37 minutes 00 seconds East along the west line of said Rufe Snow Drive a distance of 19.20 feet to a TxDot monument found for corner;

THENCE South 44 degrees 10 minutes 35 seconds East along the west line of said Rufe Snow Drive a distance of 24.22 feet to a TxDot monument found for corner;

THENCE South 00 degrees 09 minutes 17 seconds East along the west line of said Rufe Snow Drive a distance of 142.86 feet to a TxDot monument found for corner at the beginning of a curve to the right;

THENCE in a southerly direction along the west line of said Rufe Snow Drive and said curve to the right, whose chord bears South 03 degrees 28 minutes 26 seconds West a distance of 47.55 feet, having a radius of 383.36 feet, a central angle of 07 degrees 06 minutes 40 seconds and an arc length of 47.58 feet to a TxDot monument found for corner at the end of said curve to the right;

THENCE South 07 degrees 01 minute 46 seconds West along the west line of said Rufe Snow Drive a distance of 12.86 feet to POINT of BEGINNING, containing 55,699 square feet or 1.2787 acres, more or less.

Rufe Snow (RELO) FSU [5230]

5131 Rufe Snow Drive, North Richland Hills, TX

BEING a tract or parcel of land situated in the J.M. Van Dusen Survey, Abstract No. 1588 in the City of North Richland Hills, Tarrant County Texas and being part of Lot 6, Block 4, Tapp Addition, an Addition to the City of North Richland Hills, as recorded in Cabinet A, Slide 1186, Plat Records, Tarrant County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod with yellow plastic cap stamped "RLG INC" minutes set for corner at the intersection of the west line of Rufe Snow Drive (a variable width right-of-way) and the cut-off line between the south right-of-way line of Combs Road (50 feet right-of-way) and the west line of said Rufe Snow Drive;

THENCE South 00 degrees 10 minutes 01 second East along the west line of said Rufe Snow Drive a distance of 175.54 feet to 1/2 iron rod with yellow plastic cap stamped "RLG INC" set for corner, from which a 5/8 inch iron rod found bears South 17 degrees 15 minutes 59 seconds East 0.41 feet;

THENCE South 01 degree 13 minutes 37 seconds West along the west line of said Rufe Snow Drive a distance of 6.82 feet to a 1/2 iron rod with yellow plastic cap stamped "RLG INC" set for corner;

THENCE South 45 degrees 39 minutes 09 seconds West along the west line of said Rufe Snow Drive a distance of 28.48 feet to an "X" minutes cut in concrete set for corner;

THENCE North 89 degrees 55 minutes 18 seconds West along the west line of said Rufe Snow Drive a distance of 34.02 feet to a 1/2 iron rod with yellow plastic cap stamped "RLG INC" set for corner;

THENCE South 00 degrees 04 minutes 42 seconds West along the west line of said Rufe Snow Drive a distance of 1.25 feet to a 1/2 inch iron rod with yellow plastic cap stamped "RLG INC" set for corner, from which a yellow capped iron rod found bears South 37 degrees 23 minutes 50 seconds East 0.40 feet;

THENCE due West, departing the west line of said Rufe Snow Drive and along the common line between said Lot 6 and Lot 8, Block 4, Tapp Addition, an addition to the City of North Richland Hills, as recorded in Cabinet A, Slide 1188, Plat Records, Tarrant County Texas, a distance of 130.82 feet to a 1/2 inch iron rod with yellow plastic cap stamped "RLG INC" set for corner, being a common corner with said Lot 8;

THENCE due North continuing along said common line a distance of 239.00 feet to an "X" cut in concrete set for corner in the south line of said Combs Road, being the northerly common corner between said Lot 6 and said Lot 8;

THENCE due East along the south line of said Combs Road a distance of 149.12 feet to a point for corner at the intersection of the south line of said Combs Road and a cut-off line between said Rufe Snow Drive and said Combs Road, from which a yellow capped iron rod found bears South 05 degrees 21 minutes 10 seconds East 0.45 feet;

THENCE South 53 degrees 58 minutes 35 seconds East along said cut-off line a distance of 26.41 feet to a point for corner from which an "X" cut in concrete found bears South 07 degrees 05 minutes 00 seconds East 0.54 feet;

THENCE South 35 degrees 41 minutes 04 seconds East along said cut-off line a distance of 24.62 feet to the POINT OF BEGINNING, containing 44,431 square feet or 0.9970 acres, more or less.

Rufe Snow (RELO) FSU [5230]

6665 NE Loop 820, North Richland Hills, TX

BEING a tract or parcel of land situated in the J. M. Van Dusen Survey Abstract No. 1588, to the City of North Richland Hills, Tarrant County Texas and being part of Lot 9, Block 4, Tapp Addition, an Addition to the City of North Richland Hills, as recorded in Cabinet A, Slide 1220, Plat Records, Tarrant County, Texas, and being more particularly described as follows:

BEGINNING at a Texas Department of Transportation (TxDot) monument found for corner at the intersection of the west line of Rufe Snow Drive (a variable width right-of-way) and the cut-off line between the north line of Interstate Highway Loop 820 (a variable width right-of-way) and the west line of said Rufe Snow Drive;

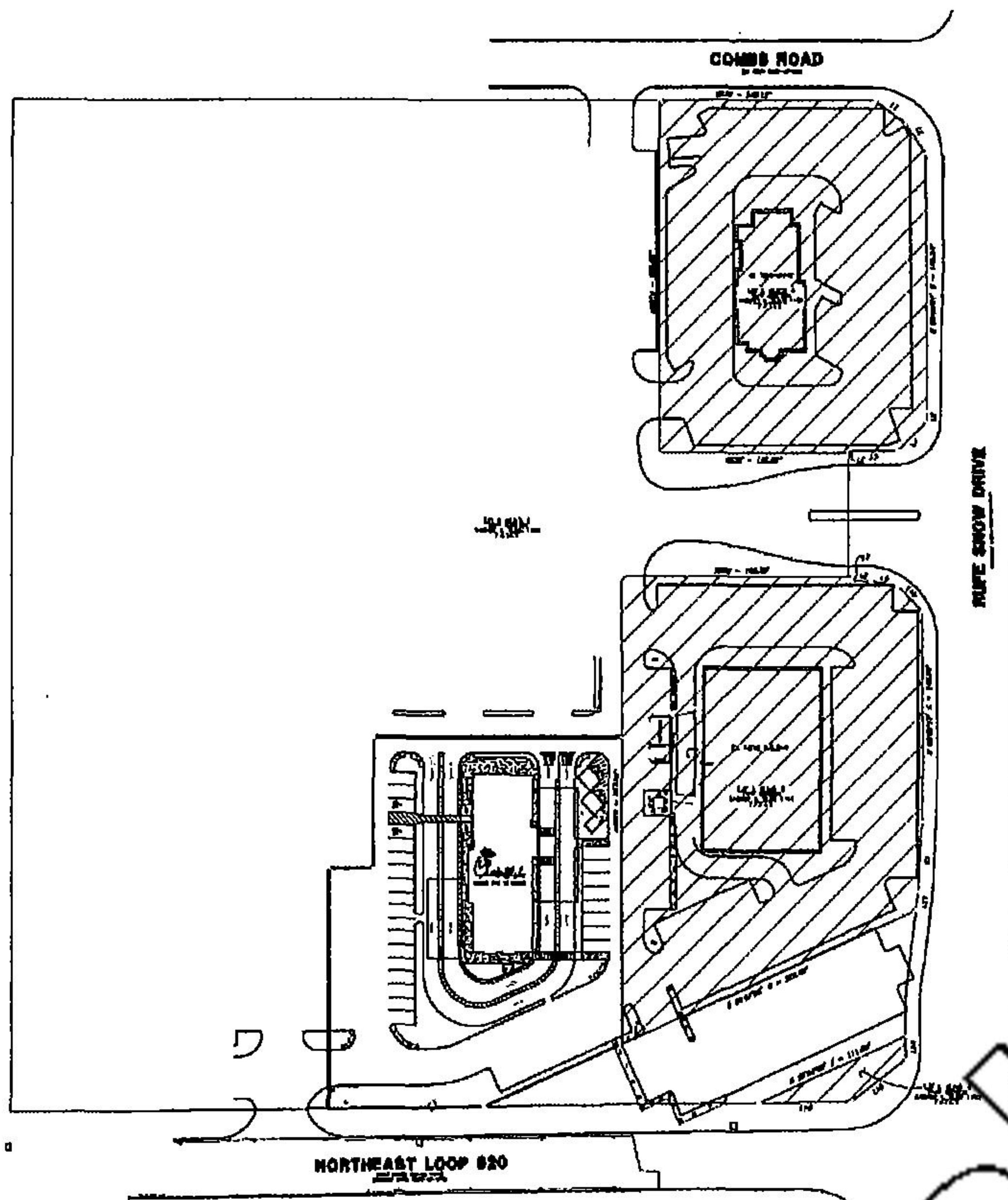
THENCE South 52 degrees 55 minutes 50 seconds West along said cut-off line a distance of 47.41 feet to a TxDot monument found for corner at the intersection of said cut-off line and the north line of said Interstate Highway Loop No. 820;

THENCE South 89 degrees 07 minutes 02 seconds West along the north line of said Interstate Highway Loop No. 820 a distance of 63.60 feet to a 1/2 inch iron rod with yellow plastic cap stamped "RLG INC" set for corner at the intersection of said north line and the southeast line of a 75 feet wide TESCO right-of-way recorded in Volume 2861, Page 32, Deed Records, Tarrant County Texas;

THENCE North 65 degrees 53 minutes 08 seconds East along said southeast line a distance of 111.08 feet to a 1/2 inch iron rod with yellow plastic cap stamped "RLG INC" set for corner at the intersection of said southeast line and the west line of said Rufe Snow Drive;

THENCE South 00 degrees 06 minutes 01 second East along the west line of said Rufe Snow Drive a distance of 15.83 feet to the POINT OF BEGINNING, containing 1,698 square feet or 0.0389 acres of land, more or less.

Rufe Snow (RELO) FSU [5230]



ADJOINING PROPERTY

BOUNDARY CURVE DATA TABLE

NO.	BAC/A	CO/A	ARC	CH BEARING	CH/PT
01	143.24°	07.5647'	17.54°	12.07124°	C 17.24'

OFFWAY LINE TABLE

NO.	BAC/A	PT/PT	PT/PT
01	S 89°24'00" E	18.11'	
02	S 79°15'00" E	14.11'	
03	S 87°15'00" W	8.82'	
04	S 12°34'00" W	18.82'	
05	S 87°15'00" W	24.82'	
06	S 02°15'00" W	1.72'	
07	S 02°15'00" E	2.82'	
08	S 87°15'00" E	17.21'	
09	S 87°15'00" E	18.32'	
10	S 17°15'00" E	23.27'	
11	S 02°15'00" W	12.15'	
12	S 02°15'00" E	14.21'	
13	S 32°30'00" W	47.21'	
14	S 87°15'00" W	43.27'	

**Chapman**  
 5229 Hartwood Rd.  
 Atlanta Georgia  
 30316-2924

REVISIONS:  
 Mark Date By  
 Mark Date By  
 Mark Date By

6645 NORTHEAST LOOP 820  
 MEMPHIS TN 38117, SURVEY &  
 RELOCATION OF RUFÉ SNOW DRIVE  
 ROBERT WICKHAM, TEXAS

STATE  
 SURVEY  
 THIS IS LABOR

EXHIBIT

For Permit  
 City of  
 City Construction

Job No. : 52-307  
 Sheet : 2230  
 Date : 11/13/77  
 Drawn By : RSP

Unofficial Copy