

74/16

GRANT OF EASEMENT AND AGREEMENT

This Grant of Easement and Agreement (the "Agreement") is made this 21st day of March, 2016 by and between Slow Hand Partners, L.P., a Texas Limited Partnership with an address of 1300 Blue Forest Drive, Prosper, TX 75078 ("Grantee") and with MidLoTx, LLC, an Arkansas Limited Liability Company, with an address of 1820 Central Avenue, Suite B, Hot Springs, AR 71901 ("Grantor"). The present and future owners of the Grantor's Tract and/or the Grantee's Tract (each as defined below) are sometimes referred to herein as an "Owner". The Grantor's Tract and the Grantee's Tract are collectively referred to herein as the "Tracts".

For good and valuable consideration, the sufficiency of which is acknowledged, the Grantor and Grantee agree as follows:

1. Grant of Easements. The Grantor desires to establish for the benefit of the Grantee, its successors and assigns and its Permittees (as defined below) and the Grantees Tract (as defined below) the following easements and rights (collectively, the "Easement"):

(a) The Grantor hereby declares, grants, establishes and creates for the benefit of Grantee, its successors and assigns and their respective Permittees, and the land described on Exhibit A attached hereto in City of Midlothian, County of Ellis, State of Texas (the "Grantee's Tract") and as a burden upon the Grantor's land described on Exhibit B attached hereto (the "Grantor's Tract") for the use of Grantee and its Permittees (as defined below), the non-exclusive, perpetual cross easement over and across the Grantor's Tract for vehicular and pedestrian access and travel across any roadways, sidewalks, driveways and entrance ways located on the Grantor's Tract for ingress and egress to the public ways ("the Easement Area") contiguous to the Tracts (the "Access Easement"). The easement granted herein does not include any parking rights.

(b) Grantor hereby agrees to construct, install and pave within the Easement Area, at the Grantor's sole cost and expense, a driveway with heavy duty asphalt and to construct such other improvements, including without limitation, curbing and traffic control measures, to allow access from Grantee's Tract for vehicular and pedestrian ingress and egress to and from the Grantor's Tract and the Frontage Road generally as shown on the site plan attached hereto as Exhibit D (the "Improvements"). The paved portions of the Improvements shall be constructed in a manner and consist of materials that comply with all applicable governmental laws and regulations including without limitation any and all standards as would be required by the Texas Department of Transportation for public roads which requirement in no way whatsoever modifies Paragraph 12 below.

(c) The Grantee hereby covenants and agrees that it shall not build or make any installation of any building in the visibility restricted area as shown on Exhibit C attached hereto or as required by the City of Midlothian in their setback requirements if greater than that allowed by Exhibit C.

FILED FOR RECORD - ELLIS COUNTY, TEXAS
INST NO. 1607888 FILING DATE/TIME: Mar 23, 2016 at 11:57:00 AM

(d) As used in this Agreement "Permittee(s)" shall mean Owners and their respective successors and assigns, and their respective tenants and sub-tenants and all guests, employees, agents, contractors, customers, vendors, suppliers, representatives, visitors, invitees, licensees, tenants, subtenants, and concessionaires of Owners and their tenants and sub-tenants.

2. Maintenance and Use Obligations. Subject to the provisions hereof, the Grantor covenants, at its sole cost and expense, except as provided otherwise below, to cause the Easement Area, including the Improvements, to be maintained, repaired and replaced in good condition and repair and in accordance with all commercially accepted and governmentally required standards for the life of this Easement. Grantor shall have the obligation to perform such maintenance, repair and replacement during times and in such a manner as to (i) minimize any interference with the use and operation of the Easement Area, (ii) not block access to the Tracts during business hours, (iii) use reasonable efforts to minimize construction dust and not allow any construction materials, equipment or debris to be placed on the Tracts, and (iv) restore the Easement Area to good condition.

Notwithstanding the foregoing, if an Owner, or any tenants, subtenants, assignees and licensees of such party, unilaterally damages any portion of the Easement Area, or if an Owner performs any construction, maintenance, repair or reconstruction to any related facilities or Improvements located within the Easement Area, said party causing such damage, or performing such construction, maintenance, repair or reconstruction shall (i) be solely responsible for all costs associated with the maintenance, repair or reconstruction performed, (ii) have the obligation to perform any such construction, maintenance, repair or reconstruction during the times and in such a manner as to minimize any interference with the operation and use of the Easement Area, (iii) not block access to the Tracts during business hours, (iv) use reasonable efforts to minimize construction dust and shall not unreasonably allow any construction materials, equipment or debris to be placed on any parcel not owned by such party, and (v) restore the Easement Area to the condition that existed just prior to such damage incurred or work performed, including but not limited to the driveway, curbing and striping located thereon.

3. Remedies: Self-Help. In the event an Owner fails to perform its obligations under this Agreement or otherwise breaches the terms of this Agreement, the non-defaulting party may notify the defaulting party and shall specify the breach. If such failure or breach is not cured within thirty (30) days after receipt of such notice, then such non-defaulting party shall have the right to cure the failure or breach, and recover all actual and reasonable costs and expenses related thereto from the defaulting party. Notwithstanding the foregoing, in the event that the failure or breach creates an imminent danger of damage to persons or properties, or jeopardizes access to the Tracts, no notice shall be required prior to the non-defaulting party commencing such work or commencing a cure. Any monetary amounts due and payable to the non-defaulting party pursuant to this Agreement shall be paid within ten (10) days from the date the defaulting party is notified of the amounts due. It is expressly agreed that no breach of this Agreement shall entitle any party hereto to cancel, rescind or otherwise terminate this Agreement. Such limitation, however, shall not affect in any manner any other rights or remedies any party may have hereunder or under law or equity by reason of such breach.

4. Future Development. Grantor and Grantee acknowledge that Grantee may at some point develop Grantee's Tract. In connection with such development, Grantee shall use its commercially reasonable efforts to obtain a separate construction entrance away from the Easement Area. In the event Grantee is unable to obtain a separate construction entrance during such development, prior to commencing construction activities on Grantee's Tract, Grantee shall first provide thirty (30) days written notice of such pending construction to Grantor and to Tractor Supply Company for so long as Tractor Supply Company has a leasehold interest in Grantor's Tract. Such notice shall include (i) the scheduled dates of such construction commencement and completion, (ii) a description of such construction activity, and (iii) the name and contact information of the general contractor for such construction activity. Furthermore, the Grantee shall deliver to Grantor and to Tractor Supply Company, a Delaware corporation ("Tractor Supply Company") for so long as Tractor Supply Company has a leasehold interest in Grantee's Tract, prior to any such construction access via the Easement Area, a certificate of insurance from the general contractor for such construction activity, naming Grantor and Tractor Supply Company (for so long as Tractor Supply Company has a leasehold interest in Grantor's Tract) as additional insured parties under such general contractor's general liability insurance policy with respect to such construction activities on Grantee's Tract. Grantee shall (i) conduct all construction activities on Grantor's Tract in a manner so as not to block or impair the operation and use of the Easement Area or interfere with the use and enjoyment of the Easement Area by Grantor and its Permittees, (ii) conduct all construction activities on Grantee's Tract (including, without limitation the foregoing, all traffic access) subject to any and all laws, regulations and applicable governmental approvals and permits, (iii) undertake commercially reasonable measures (including, without limitation the foregoing, providing all necessary "flagmen" and similar traffic safety controls) to assure the safety of all persons and property on and about the Tracts, (iv) undertake commercially reasonable measures to prevent damage to the Easement Area and all improvements within the Easement Area, and (v) undertake all commercially reasonable measures to maintain the Easement Area in good condition and repair and in a clean manner (including, without limiting the foregoing, daily cleaning of any soil, mud or debris resulting from the construction on Grantee's tract), in accordance with all commercially accepted and governmentally required standards. In no event shall any construction activity on Grantee's Tract completely obstruct all vehicular and pedestrian access over and across the Easement Area to and from Grantor's Tract and the Frontage Road. Any portion of Grantor's Tract, or any improvements thereon, disturbed during the course of any construction on Grantee's Tract shall be promptly restored to its original condition by Grantee at its expense.

5. Restrictive Covenants Applicable to Tracts. The following restrictions shall apply to the Tracts:

- (a) All parking required for the Tracts shall be contained within the Tracts. Nothing contained herein shall be construed to grant or convey any cross-parking rights with respect to the Tracts.
- (b) During any initial construction of any part of the Tracts, and during any subsequent maintenance, repair or replacement thereof:

- (i) All construction shall be conducted expeditiously and in such a manner as to not adversely affect business operations conducted on or visibility of the Tracts;
 - (ii) All construction materials, equipment and parking shall be kept neat so as to not interfere with business operations on the Tracts; and
- (c) Until such time as buildings and other improvements are constructed on the Tracts, appropriate ground cover and erosion control shall be installed, including keeping the grass properly cut, free from weeds and trash, in compliance with requirements of the City of Midlothian and otherwise neat and attractive in appearance and in a condition that will not interfere with business operations on the Tracts.
- (d) So long as Tractor Supply Company, its subsidiaries, affiliates, successors and assigns, shall lease or own all or any portion of Grantor's Tract, Grantee and its tenants and subtenants of the Grantee Tract ("the Grantee Tract Operators") shall not sell, lease, rent, occupy or allow any portion of the Grantee Tract to be occupied, for the purpose of selling or offering for sale those items which support a farm/ranch/rural/do-it-yourself lifestyle including: (a) tractor and equipment repair and maintenance supplies; (b) farm fencing; (c) livestock feeding systems; (d) feed and health/maintenance products for pets or livestock; (e) western wear, outdoor work wear (similar to and specifically including Carhartt products) and boots; (f) horse and rider tack and equipment; (g) bird feed and housing related products; (h) lawn and garden equipment (including but not limited to, push/riding mowers, mow-n-vacs, garden carts, snow blowers, chippers and shredders, wheel barrows, and log splitters); (i) hardware stores, e.g. Ace Hardware, Tru-Value, etc.; (j) power tools; (k) welders and welding supplies; (l) open and closed trailers; (m) 3-point equipment; and/or (n) truck and trailer accessories (including truck tool boxes, and trailer hitches and connections) ("the Restricted Products"). This restriction shall not prevent Grantee Tract Operators from selling Restricted Products as an incidental part of its other and principal business so long as the total number of square feet devoted by such Grantee Tract Operators to the display for sale of Restricted Products does not exceed ten percent (10%) of the total number of square feet of space used for merchandise display by such Grantee Tract Operators [including one-half (1/2) of the aisle space adjacent to any display area].

6. Indemnification and Insurance. (a) The Owners of each Tract affected hereby shall indemnify, defend and hold harmless each other, and their respective tenants, subtenants and licensees, from any and all costs, expenses, damages, judgments, fines, liabilities and losses (including reasonable attorneys' fees and court costs), actions, causes of action, suits, demands and claims resulting from any damage, injury (including death), loss, expense, fee or cost arising out of or in connection with (i) that Owner's use, construction, maintenance, repair and replacement of the Easement, including the use of Easement by that Owner's successors and assigns, or their guests, employees, agents, contractors, customers, vendors, suppliers, representatives, visitors, invitees, licensees, tenants, subtenants, and concessionaires, and (ii) the indemnifying Owner's failure to perform its obligations under this Agreement, unless such

damage, injuries, losses, expenses, fees and costs were caused by the negligent, reckless, willful or wanton conduct of the party to be indemnified. Tractor Supply Company, as a tenant of the Grantee's Tract, shall be specifically included as an indemnified party for so long as it holds a leasehold interest in such property. The provisions of this Article are solely for the benefit of the parties to this Agreement and are not intended to create or grant any rights, contractually or otherwise to any third party, other than the tenants existing at the time of the injury.

(b) Each Owner using the Easement shall be required to carry comprehensive general liability insurance indemnifying the other Owner against all claims and demands for any injury to person or property which may be claimed to have occurred on or about the Easement with insurance limits of not less than Two Million and No/100 Dollars (\$2,000,000) and shall name the other Owner and its tenants, including Tractor Supply Company (for so long as it has a leasehold interest in the Grantee's Tract), as additional insured parties. Until such time as Grantee begins development of its property which is hereby defined as the time when Grantee obtains a construction permit for such development, Grantor will provide such required insurance coverage for Grantee. Such policies shall be issued by insurance companies licensed to issue insurance in the State of Texas with an A.M. Best Rating of A-VII or higher and be endorsed to provide that the insurance shall be primary and not contributory to any similar insurance carried by such Owners, and shall contain a severability of interest clause. Each Owner using the Easement shall provide a certificate of insurance to any Owner subject to or receiving the benefit of the Easement and Tractor Supply Company (for so long as it has a leasehold interest in the Grantee's Tract). By mutual agreement, the Owners may, from time to time, establish higher limits as are customarily carried on property in the Midlothian area with uses similar to those located on the Owners' respective Tracts. Such insurance shall provide that the same may not be cancelled without thirty (30) days' prior written notice to the other Owner and Tractor Supply Company (for so long as it has a leasehold interest in the Grantor's Tract). Upon the request of an Owner, the other Owners shall provide written evidence that the applicable insurance policy is in effect. Such insurance may be written by additional premises endorsement on any master policy of insurance carried by an Owner which may cover other property in addition to the property described in this Agreement.

7. No Termination For Breach. The terms and provisions of this Agreement will not terminate, and are not terminable, in the event of a default by either Owner or their respective successors or assigns. In addition to other rights and remedies hereunder or at law or in equity, and without limitation of any of the foregoing, each of the parties hereto shall be entitled to enjoin any breach or threatened breach by any other party hereto of any covenant, agreement, term, provision, or condition hereof.

8. No Interference. The Easement shall be used and enjoyed by the Owners and their respective Permittees in such a manner so as not to interfere with, obstruct or delay the operations of the business(es) conducted at any time on the Tracts, including, without limitation, public access to and from said business(es), and the receipt or delivery of merchandise in connection therewith. No Owners or any of their respective Permittees shall erect any barriers, fences or other similar structures, or otherwise do anything that would impede or interfere with the free flow of vehicular and pedestrian traffic over, upon and across the Easement Area.

Nothing contained herein shall be construed or deemed to convey any rights to an Owner or Permittees that would permit parking on another Owner's Tract.

9. Notices. Any notices required or permitted under this Agreement shall be given in writing and shall be deemed given when received by confirmed facsimile transmission; hand-delivered by personal delivery; nationally recognized overnight courier, or when received by registered or certified mail, return receipt requested. Notices in any case shall be addressed to the parties at the addresses set forth below (or at such other address as may be specified in writing by either party from time to time):

If to Grantee: Slow Hand Partners L.P.
1300 Blue Forest Drive
Prosper, TX 75078
ATTN: Tom Wood
Email: thomaswood1000@gmail.com

If to Grantor: MidLoTx, LLC
1820 Central Avenue, Suite B
Hot Springs, AR 71901
ATTN: Rick Wilson
Email: rickw@wilent.net

In addition, for so long as Tractor Supply Company holds a leasehold interest in the Grantee's Tract, copies of all notices shall be provided to:

Tractor Supply Company
5401 Virginia Way
Brentwood, TN 37027
Attn: Lease Administration Department
Facsimile: 615-440-4132
Telephone: 615-440-4000

10. Third Party Beneficiary; Enforcement Rights: Notwithstanding anything to the contrary contained herein, the parties hereto acknowledge, for so long as the Grantor's Tract is subject to a lease with Tractor Supply Company, Tractor Supply Company may, but shall not be obligated to, enforce the terms of this Agreement against Grantor or Grantee or their respective heirs, successors and assigns of all or any portion of the Tracts, or cure any default under the terms of this Agreement on behalf of the responsible party.

11. Binding Effect; Counterparts. The terms of this Agreement and all easements granted by this Agreement shall constitute covenants running with, and be appurtenant to and run with, the Tracts. All terms and easements shall inure to the benefit of and be binding upon the signatories hereto and their respective successors and assigns to the extent they have an interest

in the benefited or burdened land. This Agreement may be executed in multiple counterparts each of which shall be deemed an original but all of which shall constitute one and the same instrument.

12. Singular and Plural. Whenever required by the context of this Agreement, the singular shall include the plural, and vice versa, and the masculine shall include the feminine and neuter genders, and vice versa.

13. Not a Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Grantor's Tract or any portion thereof to the general public or for any public use or purpose whatsoever. Except as herein specifically provided, no right, privileges or immunities contained herein shall inure to the benefit of any third-party, nor shall any third-party be deemed to be a beneficiary of any of the provisions contained herein.

14. Amendment or Termination. No part of this Agreement may be modified or terminated without the prior written consent of each of the Owners of the Tracts subject to or benefitted by this Easement, and of Tractor Supply Company so long as it holds a leasehold interest in the Grantor's Tract.

15. Governing Law. This easement shall be governed by and construed in accordance with the statutory and common laws of the State of Texas.

16. Attorneys' Fees. In the event an Owner (or Tractor Supply Company for so long as Tractor Supply is a tenant of Grantee's Tract), institutes any legal action or proceeding for the enforcement of any right or obligation herein contained, the prevailing party after a final adjudication shall be entitled to recover its costs and reasonable attorneys' fees incurred in the preparation and prosecution of such action or proceeding.

IN WITNESS WHEREOF, the Grantor and Grantee have caused this Agreement creating the Easement to be executed effective as of the day and year first above written.

THIS SPACE LEFT BLANK INTENTIONALLY

SEPARATE SIGNATURE PAGE FOR GRANTEE

GRANTEE:

Slow Hand Partners LP, a Texas Limited Partnership

By: Cowboy Cotton LLC, a Texas Limited Liability Company its General Partner

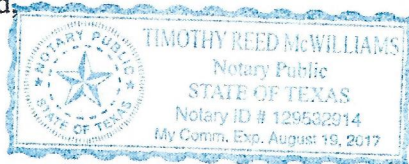
By: [Signature]
Tom Wood, Its Manager

ACKNOWLEDGEMENT

STATE OF TEXAS)

COUNTY OF Collin)

On this 21st day of March, 2016, before me, the undersigned notary public, personally appeared Tom Wood, the Manager of Cowboy Cotton, LLC, the General Partner of Slow Hand Partners LP proved to me through satisfactory evidence of identification to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose, duly authorized.



[Signature]

Notary Public

My commission expires: _____

SEPARATE SIGNATURE PAGE FOR GRANTOR

GRANTOR:
MidLoTx, LLC


By: 

Name: Rick A. Wilson
Its President/Managing Member

ACKNOWLEDGEMENT

STATE OF Arkansas)
)
COUNTY OF Pulaski)

On this 18th day of March, 2016, before me, the undersigned notary public, personally appeared Rick A. Wilson, the President/Managing Member of MidLoTx, LLC, proved to me through satisfactory evidence of identification to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose, duly authorized,



Notary Public Janice Clayton

My commission expires: 06/14/2021

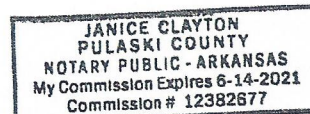


EXHIBIT A

GRANTEE'S TRACT:

City of Midlothian, County of Ellis, State of ~~Texas~~:

EXHIBIT A

Property:

BEING a 10.41 acre tract of land situated in the John Sharkey Survey, Abstract No. 1065 and the J. B. Littlepage Survey, Abstract No. 643, City of Midlothian, Ellis County, Texas, said tract being all of a called 10.3259 acre tract of land described in deed to Mid 67-10 Partners, as recorded in Volume 2015, Page 519, Deed Records Ellis County, Texas (D.R.E.C.T.), said tract being more particularly described as follows:

BEGINNING at a 1/2-inch set iron rod with cap stamped "EC&D RPLS 5439" (hereinafter referred to as "with cap") for the Southeast corner of said Mid 67-10 tract, said corner being within the asphalt pavement of Overlook Drive (60 feet wide);

THENCE South 79 degrees 16 minutes 15 seconds West, along the South line of said Mid 67-10 tract and the North line of a tract of land described in deed to W. R. Lawson, as recorded in Volume 487, Page 41, D.R.E.C.T., a distance of 599.93 feet (call 588.31 feet) to a 1/2-inch found iron rod for corner;

THENCE South 53 degrees 22 minutes 07 seconds West (call South 53 degrees 08 minutes 32 seconds West), continuing along the South line of said Mid 67-10 tract and the North line of said Lawson tract, a distance of 305.35 feet (call 305.46 feet) to a 1/2-inch found iron rod for corner, said corner being on the North line of a tract of land described in deed to North Texas District Council of the Assemblies of God, as recorded in Volume 724, Page 124, D. R. E. C T.;

THENCE South 82 degrees 14 minutes 41 seconds West, along the South of said Mid 67-10 tract and the North line of said Assemblies of God tract, a distance of 64.74 feet to a 1/2-inch set iron rod with cap for corner;

THENCE South 89 degrees 58 minutes 13 seconds West (call South 89 degrees 47 minutes 27 seconds West), along the South of said Mid 67-10 tract and the North line of said Assemblies of God tract, a distance of 335.72 feet (call 337.57 feet) to a 1/2-inch found iron rod for the Southwest corner of said Mid 67-10 tract and the Northwest corner of said Assemblies of God tract, said corner being on the southerly right-of-way line of U.S. Highway 67 (variable width), said corner lying on a circular curve to the right having a radius of 2709.79 feet and whose chord bears North 40 degrees 50 minutes 41 seconds East, a distance of 316.75 feet;

THENCE Northeast, along said southerly right-of-way line and said curve to the right, through a central angle of 06 degrees 42 minutes 04 seconds, an arc distance of 316.93 feet to a 1/2-

inch set iron rod with cap for the point of tangency;

THENCE North 52 degrees 45 minutes 00 seconds East, along said southerly right-of-way line, a distance of 564.39 feet to a 1/2-inch set iron rod with cap for corner;

THENCE North 63 degrees 00 minutes 00 seconds East, along said southerly right-of-way line, a distance of 527.86 feet to a 1/2-inch set iron rod with cap for corner;

THENCE South 37 degrees 29 minutes 00 seconds East, along said southerly right-of-way line, a distance of 69.36 feet to a 1/2-inch set iron rod with cap for corner;

THENCE South 89 degrees 33 minutes 00 seconds East, along said southerly right-of-way line, a distance of 66.56 feet (call 59.48 feet) to a 1/2-inch set iron rod with cap within the asphalt pavement of the aforementioned Overlook Drive, said corner being the Northeast corner of said Mid 67-10 tract;

THENCE South 00 degrees 08 minutes 30 seconds West (call South 00 degrees 40 minutes 32 seconds West), along the East line of said Mid 67-10 tract and within said Overlook Drive, a distance of 462.53 feet (call 464.77 feet) to the POINT OF BEGINNING AND CONTAINING 453,348 square feet or 10.41 acres of land more or less.

EXHIBIT B

GRANTOR'S TRACT:

EXHIBIT B
TO
GRANT OF EASEMENT AND AGREEMENT
GRANTOR'S TRACT

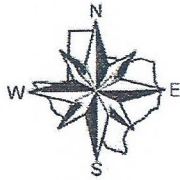
Lot 1,Block A of U.S. 67/Overlook Addition to City of Midlothian, County of Ellis, State of Texas as set forth on the Plat filed and recorded on March 15, 2016, as Instrument #1607136 in Ellis County, Texas.

EXHIBIT C

EASEMENT AREA

City of Midlothian, County of Ellis, State of Texas:

EXHIBIT C



0' 50' 100'
Scale 1"=100'

POINT OF COMMENCING

U.S. HIGHWAY 67
(VARIABLE WIDTH RIGHT-OF-WAY)

TxDOT #92 AMON

TxDOT #9210 AMON

WESTVIEW
ADDITION - UNIT 2
VOLUME A, PAGE 504
42 43

BOWIE DRIVE

POINT OF BEGINNING

VISIBILITY EASEMENT
0.047 ACRES
(2,043 SQ. FT.)

FUTURE
LOT 1, BLOCK A

OVERLOOK DRIVE
(60' RIGHT-OF-WAY)

TxDOT #9213 AMON

SLOW HAND PARTNERS, L.P.
VOLUME 2095, PAGE 1311

J.B. LITTLEPAGE SURVEY, ABSTRACT NO. 643
J. SHARKEY SURVEY, ABSTRACT NO. 1065

PAUL R. LAWSON &
LINDA GAIL LAWSON
VOLUME 2693, PAGE 630

41

10

9

8

7
BONAIRE ADD
VOLUME A, PAGE

6

5

4

3



**Winkelmann
& Associates, Inc.**

CONSULTING CIVIL ENGINEERS & SURVEYORS
8780 HILLCREST PLAZA DRIVE, SUITE 325
DALLAS, TEXAS 75230 (972) 490-7090
(972) 490-7099 FAX

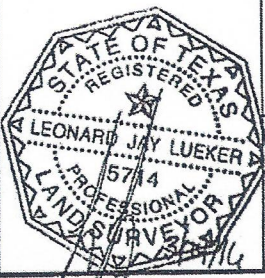
Texas Engineers Registration No. 49
Firm Registration No. 10086890 Expires 12-31-16
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Scale: 1" = 100'

Date: 03.14.16

Dwg. File: 69118-ESMT-VIS

Project No.: 69118.00



VISIBILITY EASEMENT
0.047 ACRES
(2,043 SQ. FT.)

OZARK CIVIL ENGINEERING, INC.
3214 N. W. AVIGNON WAY, SUITE 4
BENTONVILLE, ARKANSAS 72712

**SHEET
1
OF
2**

EXHIBIT C cont'd

VISIBILITY EASEMENT

STATE OF TEXAS §
COUNTY OF ELLIS §

BEING a tract of land situated in the J. B. LITTLEPAGE SURVEY, ABSTRACT NO. 643, in the City of Midlothian, Ellis County, Texas, and being a portion of a tract of land described in deed to Slow Hand Partners, L.P. as recorded in Volume 2095, Page 1311, Official Public Records, Ellis County, Texas, and being more particularly described as follows:

COMMENCING at a TxDOT (Texas Department of Transportation) aluminum monument stamped "#92" found at the intersection of the Southeasterly right-of-way of U.S. Highway 67, a variable width right-of-way, with the Westerly right-of-way of Overlook Drive, a variable width right-of-way, said monument being the most Northerly corner of said Slow Hand Partners tract;


THENCE South 61 deg 56 min 50 sec West, along the Southeasterly right-of-way of said U. S. Highway 67 and the Northerly line of said Slow Hand Partners tract, a distance of 258.38 feet to a 1/2-inch iron rod with a red plastic cap stamped "W.A.I." set for corner and the POINT OF BEGINNING;

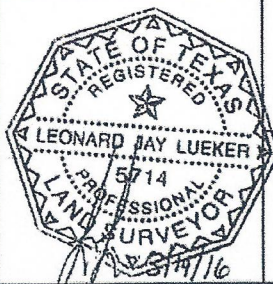
THENCE South 00 deg 54 min 40 sec East, departing the Southeasterly right-of-way of said U. S. Highway 67, over and across said Slow Hand Partners tract, a distance of 91.84 feet to a point for corner;

THENCE North 33 deg 42 min 55 sec West, continuing over and across said Slow Hands Partners tract, a distance of 82.13 feet to a point for corner on the Southeasterly right-of-way of said U. S. Highway 67 and the Northerly line of said Slow Hand Partners tract;

THENCE North 61 deg 56 min 50 sec East, along the Southeasterly right-of-way of said U. S. Highway 67 and the Northerly line of said Slow Hand Partners tract, a distance of 50.00 feet to the POINT OF BEGINNING.

CONTAINING within these metes and bounds, 2,043 square feet or 0.047 acres of land, more or less. Bearings shown hereon are based upon an on-the-ground Survey performed in the field on the 28th day of August, 2015, utilizing a G.P.S. measurement (NAD 83) from the City of Midlothian, Texas GPS Monument Nos. 4 and 27.

	Winkelmann & Associates, Inc.
	CONSULTING CIVIL ENGINEERS ■ SURVEYORS
6750 HILLCREST PLAZA DRIVE, SUITE 325 DALLAS, TEXAS 75230	(972) 490-7090 (972) 490-7099 FAX
Texas Engineers Registration No. 88 Firm Registration/Certificate No. 10086900 Expires 12-31-16 COPYRIGHT © 2016, Winkelmann & Associates, Inc.	
Scale: N/A	
Date: 03.14.16	
Dwg. File: 69118-ESMT-VIS	
Project No.: 69118.00	



VISIBILITY EASEMENT
0.047 ACRES
(2,043 SQ. FT.)

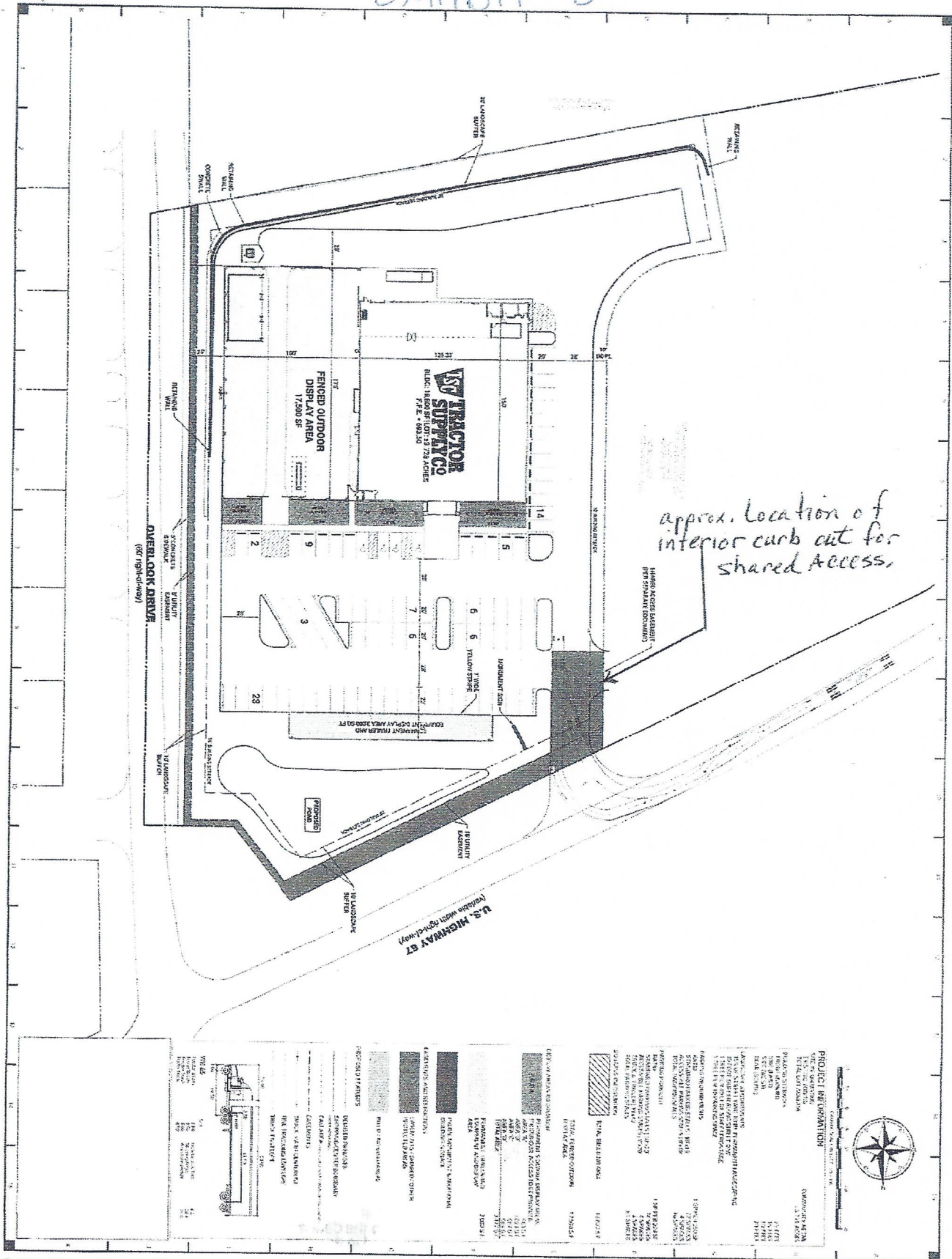
OZARK CIVIL ENGINEERING, INC.
3214 N. W. AVIGNON WAY, SUITE 4
BENTONVILLE, ARKANSAS 72712

**SHEET
2
OF
2**

EXHIBIT D

SITE PLAN

EXHIBIT D



PRELIMINARY SITE PLAN

NEW TRACTOR SUPPLY DEVELOPMENT
R.A. WILSON ENTERPRISES, LLC
U.S. HIGHWAY 67 AND OVERBROOK DRIVE
MIDLOTHIAN, TEXAS

Civil Engineering Inc.
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TRACTOR SUPPLY COMPANY

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