



Mansfield Public Facility Corporation - Meeting

August 11, 2025 - 2:30 PM

1200 E. Broad St., Mansfield, TX 76063

1. CALL MEETING TO ORDER

2. CITIZEN COMMENTS

Citizens wishing to address the Board on agenda items and items not on the agenda may do so at this time. Due to regulations of the Texas Open Meetings Act, please do not expect a response from the Board as they are not able to do so. **THIS WILL BE YOUR ONLY OPPORTUNITY TO SPEAK.** All comments are limited to five (5) minutes. In order to be recognized during "Citizen Comments" please complete a comment card and present it to the City Secretary prior to the start of the meeting.

3. RECESS INTO EXECUTIVE SESSION

Pursuant to Section 551.071, Texas Government Code, the Board reserves the right to convene in Executive Session(s), from time to time as deemed necessary during this meeting for any posted agenda item, to receive advice from its attorney as permitted by law.

- A.** Consultation with City Attorney to Seek Advice About Pending or Contemplated Litigation, a Settlement Offer, or on a Matter in Which the Duty of the City Attorney to the City's Governmental Body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas Clearly Conflicts with Chapter 551 of the Texas Government Code Pursuant to 551.071
- B.** Discussion Regarding Possible Purchase, Exchange, Lease, or Value of Real Property Pursuant to Section 551.072
- C.** Personnel Matters Pursuant to Section 551.074
- D.** Deliberation Regarding Commercial or Financial Information Received From or the Offer of a Financial or Other Incentive Made to a Business Prospect Seeking to Locate, Stay or Expand in or Near the Territory of the City and with which the City is Conducting Economic Development Negotiations Pursuant to Section 551.087

4. RECONVENE INTO REGULAR BUSINESS SESSION

5. APPROVAL OF MINUTES

25-1117: Minutes - Approval of the June 10, 2024 Mansfield Public Facility Corporation Board Meeting Minutes

Presenters: Susana Marin, City Secretary

Attachments:

- 1. Draft 6-10-24 Minutes

6. NEW BUSINESS

25-1118: Discussion and Possible Action Regarding the Election of the President, Vice-President, and Secretary

Presenters: Matt Jones, Assistant City Manager

Attachments:

- 1. Bylaws

25-1119: Resolution - A Resolution of the Mansfield Public Facility Corporation (MPFC) of the City of

Mansfield, Texas, Authorizing the Execution of a Mutual Access Easement Agreement with 42 Mansfield SWC, LP; Finding That the Meeting at Which this Resolution is Passed is Open to the Public as Required by Law; and Declaring an Effective Date

Presenters: Matt Jones, Assistant City Manager

Attachments:

1. Resolution
2. Exhibit A

7. ADJOURN

CERTIFICATION

THIS IS TO CERTIFY THAT A COPY OF THE NOTICE OF the August 11, 2025 Mansfield Public Facility Corporation Board Meeting Agenda was posted on the City Hall bulletin board, a place convenient and readily accessible to the general public at all times, and to the City's website, mansfieldtexas.gov, on August 7, 2025 prior to 5:00 p.m., in compliance with Chapter 551, Texas Government Code.

Susana Marin, City Secretary

This facility is ADA compliant. If you plan to attend this public meeting and have a disability that requires special arrangements, please call (817) 276-4207 at least three (3) business days in advance. Reasonable accommodation will be made to assist your needs.



**City of Mansfield
Staff Report**

Item ID: 25-1117

Agenda Date: August 11, 2025

Title

25-1117: Minutes - Approval of the June 10, 2024 Mansfield Public Facility Corporation Board Meeting Minutes

Description/History

The minutes of the June 10, 2024 Mansfield Public Corporation Board Meeting are in draft form and will not become effective until approved by the Board at this meeting.

Strategic Initiative

N/A

Recommendation

Approve the minutes as presented.

Funding Source

N/A

Prepared By

Susana Marin, City Secretary - (817) 276-4203



CITY OF MANSFIELD

1200 E. Broad St.
Mansfield, TX 76063
mansfieldtexas.gov

Meeting Minutes

Public Facility Corporation

Monday, June 10, 2024

1:30 PM

Council Chambers

1:30 P.M. - CALL MEETING TO ORDER

Vice President Bounds called the meeting to order at 1:32 p.m.

Staff present: City Manager Joe Smolinski, Assistant City Manager Matt Jones, City Secretary Susana Marin, Assistant City Secretary Keera Seiger

CITIZEN COMMENTS

There were no citizen comments.

RECESS INTO EXECUTIVE SESSION

The Corporation did not recess into executive session.

Consultation with City Attorney to Seek Advice About Pending or Contemplated Litigation, a Settlement Offer, or on a Matter in Which the Duty of the City Attorney to the City's Governmental Body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas Clearly Conflicts with Chapter 551 of the Texas Government Code Pursuant to 551.071

Discussion Regarding Possible Purchase, Exchange, Lease, or Value of Real Property Pursuant to Section 551.072

Personnel Matters Pursuant to Section 551.074

Deliberation Regarding Commercial or Financial Information Received From or the Offer of a Financial or Other Incentive Made to a Business Prospect Seeking to Locate, Stay or Expand in or Near the Territory of the City and with which the City is Conducting Economic Development Negotiations Pursuant to Section 551.087

RECONVENE INTO REGULAR BUSINESS SESSION

TAKE ACTION NECESSARY PURSUANT TO EXECUTIVE SESSION

No action was taken.

APPROVAL OF MINUTES[24-6045](#)

Minutes - Approval of the April 24, 2023 Mansfield Public Facility Corporation Meeting Minutes

A motion was made by Board Member Evans to approve the minutes of the April 24, 2023 Public Facility Corporation Meeting as presented. Seconded by Board Member Short. The motion CARRIED by the following vote:

Aye: 6 - Larry Broseh;Michael Evans;Tamera Bounds;Julie Short;Brent Newsom and Todd Tonore

Nay: 0

Absent: 1 - Juan Fresquez

Abstain: 0

NEW BUSINESS[24-6046](#)

Discussion and Possible Action Regarding the Election of the President

Assistant City Manager Matt Jones presented the item.

A motion was made by Board Member Evans to nominate Board Member Short for President. Seconded by Board Member Tonore. The motion CARRIED by the following vote:

Aye: 6 - Larry Broseh;Michael Evans;Tamera Bounds;Julie Short;Brent Newsom and Todd Tonore

Nay: 0

Absent: 1 - Juan Fresquez

Abstain: 0

ADJOURN

The meeting was adjourned at 1:35 p.m.

_____ Tamera Bounds, Vice President

ATTEST:

_____ Susana Marin, City Secretary



**City of Mansfield
Staff Report**

Item ID: 25-1118

Agenda Date: August 11, 2025

Title

25-1118: Discussion and Possible Action Regarding the Election of the President, Vice-President, and Secretary

Description/History

Per section 3.1 of the Public Facility Corporation Bylaws, Officers shall serve for two year terms or until his or her successor is appointed. Additionally, a vacancy in any office shall be filled by a vote of a majority of the Board.

The previous President of the Board is no longer a City Council Member, which has left the President position vacant. The current Vice President and Secretary were elected on April 10, 2023.

Strategic Initiative

N/A

Recommendation

Take action to elect officers for the Mansfield Public Facility Corporation Board of Directors.

Funding Source

N/A

Prepared By

Susana Marin, City Secretary - (817) 276-4203

BYLAWS OF
MANSFIELD PUBLIC FACILITY CORPORATION

ARTICLE I
PURPOSE AND POWERS

Section 1.1 Purpose. Mansfield Public Facility Corporation (the “Corporation”) is incorporated for the purposes set forth in Article Four of its Certificate of Formation, the same to be accomplished on behalf of the City of Mansfield, Texas (the “City”), as its duly constituted authority and instrumentality in accordance with the Public Facility Corporation Act, Chapter 303, Texas Local Government Code, as amended (the “Act”), and other applicable laws.

Section 1.2 Powers. In the fulfillment of its corporate purpose, the Corporation shall be governed by the Act, and shall have all the powers set forth and conferred in its Certificate of Formation, in the Act, and in other applicable law, subject to the limitations prescribed therein and herein and to the provisions thereof and hereof.

Section 1.3 Nonprofit Corporation. The Corporation shall be a public, nonprofit corporation, and no part of its net earnings remaining after payment of its bonds and expenses shall inure to the benefit of any person other than the City.

ARTICLE II
BOARD OF DIRECTORS

Section 2.1 Powers, Number and Term of Office.

(a) The property and affairs of the Corporation shall be managed and controlled by a Board of Directors (the “Board”). Subject to the restrictions imposed by law, the Act, the Certificate of Formation, and these Bylaws, the Board shall exercise all of the powers of the Corporation.

(b) The Board shall consist entirely of the Mayor and the members of the City Council of the City (the “Governing Body”) except as provided in Section 5.4 herein. The number of directors may be changed by amendment to these Bylaws, but such number must be at least three (3).

(c) The directors constituting the initial Board shall be those directors named in the Certificate of Formation. Successor directors shall have the qualifications and shall be appointed to the terms set forth in the Certificate of Formation.

(d) Any director may be removed from office by the Governing Body under the same terms, conditions and procedures as members of the Governing Body.

Section 2.2 Additional Powers. In addition to the powers and authorities by these Bylaws expressly conferred upon them, the Board may exercise all such powers of the Corporation and do all lawful acts and things as are not by statute, other law, or by these Bylaws prohibited. Without prejudice to such general powers and other powers conferred by statute, other law, and

by these Bylaws, it is hereby expressly declared the Board shall have the powers set forth in Chapter 303.041 of the Act, as amended.

Section 2.3 Meetings of Directors.

(a) The directors may hold their meetings at such place or places as the Board may from time to time determine; however, in the absence of any such determination by the Board, the meetings shall be held at the principal office of the Corporation as specified in Section 5.1(a) of these Bylaws. The Corporation shall also conduct at least one annual regular meeting of the Corporation on June 1 of each year, or within the next thirty days thereafter. Special meetings of the Board shall be held whenever called by the president, by the secretary, by a majority of the directors, or by a majority of the Governing Body.

(b) Subject to Section 2.4, the secretary shall give notice to each director of each special meeting in person or by mail, telephone or telegraph, at least two hours before the meeting. Unless otherwise indicated in the notice thereof, any and all matters pertaining to the purposes of the Corporation may be considered and acted upon at a special meeting. At any meeting at which every director shall be present, even though without any notice (except as required by Section 2.4), any matter pertaining to the purpose of the Corporation may be considered and acted upon consistent with applicable law.

(c) Subject to Section 2.4, whenever any notice is required to be given to the Board, said notice shall be deemed to be sufficient if given by depositing the same in the United States mail in a sealed postpaid wrapper addressed to the person entitled thereto at his or her post office address as it appears on the books of the Corporation, and such notice shall be deemed to have been given on the day of such mailing. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except attendance of a director at a meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called or convened. Neither the business to be transacted at nor the purpose of any regular or special meeting of the Board need be specified in the notice to directors or waiver of notice of such meeting, unless required by the Board. A waiver of notice in writing, signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

Section 2.4 Open Meetings Act/Public Information Act. All meetings of the Board shall be called, convened, held, and conducted, and notice shall be given to the public, in accordance with the Texas Open Meetings Act, Chapter 551, Texas Government Code, as amended. The Corporation is subject to the Texas Public Information Act, Chapter 552, Texas Government Code, as amended.

Section 2.5 Quorum; Acts of the Board. A majority of the full Board shall constitute a quorum to conduct official business of the Corporation. The act of a majority of the Board present at a meeting at which a quorum is in attendance shall constitute the act of the Board and of the Corporation, unless the act of a greater number is required by law.

Section 2.6 Conduct of Business.

(a) At the meetings of the Board, matters pertaining to the business of the Corporation shall be considered in accordance with rules of procedure as from time to time prescribed by the Board.

(b) At all meetings of the Board, the president shall preside. In the absence of the president, the vice president shall preside. In the absence of both the president and vice- president, a member of the Board selected by the members present, shall preside.

(c) The secretary of the Corporation shall act as secretary of all meetings of the Board, but in the absence of the secretary, the presiding officer may appoint any person to act as secretary of the meeting. The president, treasurer, secretary, and any assistant secretary may, at the option of the Board, be employees of the City.

Section 2.7 Committees of the Board. The Board may designate two or more directors to constitute an official committee of the Board to exercise such authority, as approved by resolution of the Board. It is provided, however, that all final, official actions of the Corporation may be exercised only by the Board. Each committee so designated shall keep regular minutes of the transactions of its meetings and shall cause such minutes to be recorded in books kept for that purpose in the principal office of the Corporation and any such meetings must be conducted in accordance with the provisions of the Texas Open Meetings Act, as amended, Chapter 551, Texas Government Code, if applicable.

Section 2.8 Compensation of Directors. Directors shall not receive any salary or compensation for their services as directors. However, they shall be reimbursed for their actual expenses incurred in the performance of their official duties as directors.

ARTICLE III
OFFICERS

Section 3.1 Titles and Terms of Office.

(a) The officers of the Corporation shall be a president, a vice president and a secretary, and such other officers as the Board may from time to time elect. One person may hold more than one office, except that the president shall not hold the office of secretary and the president, vice president, or secretary shall not hold the office of assistant secretary. Officers shall serve for two year terms or until his or her successor is elected or appointed. Notwithstanding the foregoing, all officers of the Corporation, [except the secretary, assistant secretary, and treasurer,] shall be members of the Board. Upon the expiration of the terms, each officer shall have the right to be reappointed or reelected.

(b) All officers shall be subject to removal from office at any time by a vote of a majority of the Governing Body.

(c) A vacancy in any office shall be filled by a vote of a majority of the Board.

Section 3.2 Powers and Duties of the President. The president shall be the chief operating executive officer of the Corporation, and, subject to the authority of the Board, the president shall be in general charge of the properties and affairs of the Corporation, and execute all contracts, conveyances, franchises, bonds, deeds, assignments, mortgages, leases, notes and other instruments in the name of the Corporation. The president shall preside over the meetings of the Corporation.

Section 3.3 Vice President. The vice president shall have such powers and duties as may be prescribed by the Board and shall exercise the powers of the president during that officer's absence or inability to act, in their respective order. Any action taken by the vice president in the performance of the duties of the president shall be conclusive evidence of the absence or inability to act of the president at the time such action was taken.

Section 3.4 Treasurer. The treasurer shall be the chief fiscal officer of the Corporation, and shall have the responsibility to see to the handling, custody, and security of all funds and securities of the Corporation in accordance with these Bylaws. When necessary or proper, the treasurer may endorse and sign, on behalf of the Corporation, for collection or issuance, checks, notes, and other obligations in or drawn upon such bank, banks or depositories as shall be designated by the Board consistent with these Bylaws. The treasurer shall see to the entry in the books of the Corporation full and accurate accounts of all money received and paid out on account of the Corporation. The treasurer shall, at the expense of the Corporation, give such bond for the faithful discharge of his or her duties in such form, and amount as the Board may require. All check writing authority will follow all applicable City policies concerning authorizations, signatures and disbursements.

Section 3.5 Secretary. The secretary shall keep the minutes of all meetings of the Board and books provided for that purpose, shall give and serve all notices, may sign with the president in the name of the Corporation, and/or attest the signature thereto, all contracts, conveyances, franchises, bonds, deeds, assignments, mortgages, notes and other instruments of the Corporation, shall have charge of the corporate books, records, documents and instruments, except the books of account and financial records and securities, and such other books and papers as the Board may direct, all of which shall at all reasonable times be open to public inspection upon application at the office of the Corporation during business hours, and shall in general perform all duties incident to the office of secretary subject to the control of the Board.

Section 3.6 Compensation. Officers who are members of the Board shall not receive any salary or compensation for their services, except that they shall be reimbursed for the actual expenses incurred in the performance of their official duties as officers.

ARTICLE IV FUNCTIONAL CORPORATE DUTIES AND REQUIREMENTS

Section 4.1 Books, Records, Audits.

(a) The Corporation shall keep and properly maintain in accordance with generally accepted accounting principles, complete books, records, accounts, and financial statements pertaining to its corporate funds, activities, and affairs.

(b) At the direction of the Governing Body, the books, records, accounts, and financial statements of the Corporation may be maintained for the Corporation by the accountants, staff and personnel of the City.

(c) The Corporation, or the City if the option of subsection (b) is selected, shall cause its books, records, accounts, and financial statements to be studied at least once each fiscal year by an outside, independent auditing and accounting firm selected by the Governing Body and approved by the Board. Such an audit shall be at the expense of the Corporation and shall be delivered to the Governing Body within 150 days of the end of the fiscal year of the Corporation.

(d) All books and records of the Corporation may be inspected by any director or his or her agent or attorney for any purpose at any reasonable time and at all times the Governing Body shall have access to the books, records, and financial statements of the Corporation.

Section 4.2 Deposit and Investment of Corporation Funds.

(a) All proceeds from loans or from the issuance of bonds, notes, or other debt instruments ("Obligations") issued by the Corporation in accordance with the provisions of the Act shall be deposited and invested as provided in the resolution, order, indenture, or other documents authorizing or relating to their execution or issuance.

(b) Subject to the requirements of contracts, loan agreements, indentures or other agreements securing Obligations, all other money of the Corporation, if any, shall be deposited, secured, and/or invested in the manner provided for the deposit, security, and/or investment of the public funds of the City. The Board shall designate the accounts and depositories to be created and designated for such purposes, and the methods of withdrawal of funds therefrom for use by and for the purposes of the corporation upon the signature of its treasurer and such other persons as the Board designates.

Section 4.3 Expenditure of Corporate Money. The proceeds from the investment of funds of the Corporation, the proceeds from the sale of property, revenues generated by and payable to the Corporation pursuant to the Act or any other source of revenues that are payable to the Corporation, and the proceeds derived from the sale of Obligations, may be expended by the Corporation for any of the purposes authorized by the Act, except expenditures that may be made from a fund created with the proceeds of Obligations, and expenditures of money derived from sources other than the proceeds of Obligations may be used for the purpose of financing or otherwise providing for the acquisition, construction, rehabilitation, renovation, repair, equipping, furnishing and placement in service of public facilities of the City under the terms of the Act.

Section 4.4 Issuance of Obligations. No Obligations, including refunding obligations, shall be authorized or sold and delivered by the Corporation unless the Governing Body approves such Obligations by action taken prior to the date of initial delivery of the Obligations to the initial purchasers thereof.

ARTICLE V MISCELLANEOUS PROVISIONS

Section 5.1 Principal Office.

(a) The principal office and the registered office of the Corporation shall be the registered office of the Corporation located at [1200 East Broad Street, Mansfield, Texas 76063] as specified in the Certificate of Formation.

(b) The Corporation shall have and shall continually designate a registered agent at its office, as required by the Act.

Section 5.2 Fiscal Year. The fiscal year of the Corporation shall be the same as the fiscal year of the City.

Section 5.3 Seal. No seal of the Corporation shall be required.

Section 5.4 Resignations. Any member of the Governing Body who does not wish to serve on the Board as a director or officer may resign at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or, if no time is specified, at the time of its receipt by the president or secretary. The acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in the resignation.

The Mayor of the City may appoint a successor to fill such vacancy. Any successor appointed by the Mayor shall be approved by a majority vote of the Governing Body.

Section 5.5 Approval or Advice and Consent of the Governing Body. To the extent that these Bylaws refer to any approval by the City or refer to advice and consent by the Governing Body, such advice and consent shall be evidenced by a certified copy of a resolution, order, or motion duly adopted by the Governing Body.

Section 5.6 Services of City Staff and Officers. To the extent possible, the Corporation shall utilize the services and the staff employees of the City.

Section 5.7 Indemnification of Directors, Officers and Employees.

(a) The Corporation is, for the purposes of the Texas Tort Claims Act (Subchapter A, Chapter 101, Texas Civil Practices and Remedies Code) a governmental unit and its actions are governmental functions.

(b) As provided in Chapter 303.037 of the Act, the Corporation shall indemnify each and every member of the Board, its officers and its employees and each member of the Board and each employee of the City, to the fullest extent permitted by law, against any and all liability or expense, including attorney's fees, incurred by any of such persons by reason of any actions or omissions that may arise out of the sanctions and activities of the Corporation. The legal counsel for the Corporation is authorized to provide a defense for members of the Board, officers, and employees of the Corporation.

ARTICLE VI
EFFECTIVE DATE, AMENDMENTS, MISCELLANEOUS

Section 6.1 Effective Date. These Bylaws shall become effective upon the occurrence of the following events:

- (1) the approval of these Bylaws by the Governing Body, which approval may be granted prior to the creation of the Corporation; and
- (2) the adoption of these Bylaws by the Board.

Section 6.2 Amendments to Certificate of Formation and Bylaws. The Certificate of Formation of the Corporation and these Bylaws may be amended only in the manner provided in the Certificate of Formation and the Act.

Section 6.3 Interpretation of Bylaws. These Bylaws shall be liberally construed to effectuate the purposes set forth herein. If any word, phrase, clause, sentence, paragraph, section or other part of these Bylaws, or the application thereof to any person or circumstances, shall ever be held to be invalid or unconstitutional by any court of competent jurisdiction, the remainder of these Bylaws and the application of such word, phrase, clause, sentence, paragraph, section or other part of these Bylaws to any other person or circumstance shall not be affected thereby.

Section 6.4 Dissolution. Upon the dissolution of the Corporation after payment of all obligations of the Corporation in accordance with the Act and the Certificate of Formation, all remaining assets of the Corporation shall be transferred to the City.

* * *



**City of Mansfield
Staff Report**

Item ID: 25-1119

Agenda Date: August 11, 2025

Title

25-1119: Resolution - A Resolution of the Mansfield Public Facility Corporation (MPFC) of the City of Mansfield, Texas, Authorizing the Execution of a Mutual Access Easement Agreement with 42 Mansfield SWC, LP; Finding That the Meeting at Which this Resolution is Passed is Open to the Public as Required by Law; and Declaring an Effective Date

Description/History

To develop in the future, the MPFC property will need an additional ingress/egress point to ensure emergency access for first responders and manage traffic patterns. In August 2024, City Staff began working with the property owner to the East at Mansfield Marketplace, owned by 42 Mansfield SWC, LP to identify solutions for a mutual access easement. A proposed location has been identified and the various improvements and obligations of a mutual access easement considered.

Strategic Initiative

Develop Strong Economy

Recommendation

Approve resolution to authorize the execution of a mutual access easement.

Funding Source

MPFC

Prepared By

Matt Jones, Assistant City Manager - (817) 276-4228

RESOLUTION NO. _____

A RESOLUTION OF THE MANSFIELD PUBLIC FACILITY CORPORATION (MPFC) OF THE CITY OF MANSFIELD, TEXAS, AUTHORIZING THE EXECUTION OF A MUTUAL ACCESS EASEMENT AGREEMENT WITH 42 MANSFIELD SWC, LP; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND DECLARING AN EFFECTIVE DATE

WHEREAS, the City Council (City Council) of the City of Mansfield (City) previously approved Resolution No. RE-3981-23 creating the Mansfield Public Facility Corporation (MPFC) as a nonprofit public facilities corporation under the Public Facility Corporation Act, Texas Local Government Code Chapter 303 (the Act); and,

WHEREAS, the MPFC owns approximately 11 acres generally located near East Broad St. and S. Wisteria St; and,

WHEREAS, the property owned by the MPFC will require additional ingress and egress points upon future development; and,

WHEREAS, the adjacent property owner to the east is Mansfield Marketplace owned by 42 Mansfield SWC, LP (SWC); and,

WHEREAS, SWC has offered terms for a mutual access easement as requested by the MPFC; and,

WHEREAS, the parties have agreed it is mutually beneficial to execute a mutual access easement; and,

WHEREAS, funding requirements related to the mutual access easement are available in the MPFC.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE MANSFIELD PUBLIC FACILITY CORPORATION THAT:

SECTION 1.

That the findings and recitations set out in the preamble are found to be true and correct and are hereby adopted by the Mansfield Public Facility Corporation and made a part hereof for all purposes.

SECTION 2.

That a mutual access easement between the Mansfield Public Facility Corporation and 42 Mansfield SWC, LP in substantially the same form as Exhibit A attached, is hereby approved.

SECTION 3.

That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

SECTION 4.

That this Resolution shall be effective from and after its passage.

PASSED AND APPROVED BY THE MANSFIELD PUBLIC FACILITY CORPORATION OF THE CITY OF MANSFIELD, TEXAS THIS 11TH DAY OF AUGUST, 2025.

_____, Board President

ATTEST:

Susana Marin, Board Secretary

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

MUTUAL ACCESS EASEMENT AGREEMENT

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

This Mutual Access Easement Agreement (this "Agreement") is entered into as of the ____ day of _____, 2025, by and between **42 MANSFIELD SWC, LP**, a Texas limited partnership ("42"), and the **Mansfield Public Facility Corporation**, a Texas public facility corporation (the "MPFC").

RECITALS

A. The MPFC is the owner of the property described on Exhibit A attached hereto and incorporated herein by reference (the "MPFC Property").

B. 42 is the owner of the property described on Exhibits B-1 and B-2 attached hereto and incorporated herein by reference (the "42 Property").

C. The 42 Property is part of a larger development known as Mansfield Marketplace which was developed by 42 or its predecessors in interest which is shown on Exhibit C attached hereto and incorporated herein by reference (the "Shopping Center").

D. The MPFC has requested an access easement across that portion of the 42 Property described on Exhibits D-1 and D-2 and D-3 (the "42 Easement Property") to provide access from the MPFC Property across the 42 Property.

E. 42 has agreed to provide such easement provided the MPFC grants cross-access for vehicular and pedestrian access from the Shopping Center to the MPFC Property and subject to the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. 42 has granted, sold and conveyed and by these presents does grant, sell and convey unto the MPFC, its successors and assigns, a non-exclusive, perpetual, and appurtenant easement for ingress and egress in, under, over, across, upon and through

the 42 Easement Property. Said easement and right-of-way shall be for the use and benefit of the MPFC, its successors and assigns, together with its tenants, licensees, invitees, and designees, for vehicular and pedestrian access in, under, over, upon, and across the 42 Easement Property for the purpose of providing ingress, egress and access to and from the MPFC Property.

2. The MPFC hereby covenants and agrees to grant, sell and convey unto 42 and the other owners of property within the Shopping Center, their successors and assigns, a non-exclusive, perpetual, and appurtenant easement for ingress and egress in, under, over, across, upon and through a portion of the MPFC Property to be determined at a later date (the "MPFC Easement Property"). Said easement and right-of-way shall be for the use and benefit of 42 and the other owners of property within the Shopping Center, their successors and assigns, together with their respective tenants licensees, invitees, and designees, for vehicular and pedestrian access in, under, over, upon, and across the MPFC Easement Property for the purpose of providing ingress, egress and access to and from the Shopping Center as well as over, across and through the MPFC Property to points of ingress and egress on the MPFC Property. The access easement granted by MPFC on the MPFC Property shall be required to be shown and recorded at the time the MPFC Property is platted in accordance with the subdivision control ordinance of the City of Mansfield.

3. It is acknowledged by the MPFC and 42 that a portion of the 42 Easement Property is already paved as of the effective date of this Agreement, and that a portion of the 42 Easement Property is unpaved as of the effective date of this Agreement. The MPFC shall be responsible for all costs of construction of the unpaved access drive on the 42 Easement Property (the "MPFC Access Drive") in accordance with all applicable laws, rules and regulations and in a lien free manner. The MPFC shall also be responsible for all costs of maintenance of the MPFC Access Drive. The MPFC Access Drive shall be paved in accordance with the City of Mansfield's standards and shall be constructed in a good, workmanlike manner.

4. It is acknowledged and agreed that the construction and/or existence of the MPFC Access Drive may result in the need to reconstruct and/or reconfigure the detention pond located within and serving all of the Shopping Center and adjacent to the 42 Easement Property as generally shown on Exhibit E attached (the "Detention Pond"). If as a result of construction, use and/or maintenance of the MPFC Access Drive, the capacity of the Detention Pond is reduced from its current capacity, the MPFC must provide on the MPFC Property, at the MPFC's sole cost and expense, alternative storm water drainage capacity in at least the reduced amount of the capacity of the Detention Pond to serve all of the Shopping Center. The MPFC shall also be responsible for all costs of maintenance of the reconfigured or reconstructed pond unless otherwise agreed by 42. The MPFC shall also be responsible for all costs of reconfiguring or reconstructing the Detention Pond. Should the MPFC have to reconfigure or reconstruct the Detention Pond as stated in this Section 4, the MPFC will ensure that all properties in the Shopping Center will have the ability to drain all stormwater into the Detention Pond at all times during the reconstruction/reconfiguration.

5. Except as otherwise provided in this Agreement, and to the extent permissible by law, each of 42 and the MPFC, as a grantee of an easement herein granted, shall indemnify, defend and hold the other as grantor of such easement and such grantor's successors and assigns ("Indemnified Party") harmless from and against any and all claims, damages, liens, liabilities, costs and expenses (including reasonable attorneys' fees and costs) asserted against or incurred by the Indemnified caused by or arising from the use of the respective easement by the indemnifying grantee in accordance with the terms hereof, but excluding any claims, damages or liabilities arising from the gross negligence or willful misconduct of an Indemnified Party. p

6. Each grantor reserves the right to use the easement property granted herein, provided such use shall not include any use that may, in the reasonable judgment of the respective grantee, interfere with or adversely affect the exercise or use by the grantee of the easement property or any rights hereby granted to it. No walls, fences, gates, or barriers of any sort or nature shall be constructed or erected across either the 42 Easement Property or the MPFC Easement Property by the respective grantor which would prevent reasonable access over, upon or across such easement property; provided, however, temporary closures for repair or maintenance or for a reasonable period as may be legally necessary to prevent the acquisition of prescriptive rights by anyone or the establishment of a public right of way shall be permitted. The easements granted in this Agreement run with the land and binds the 42 Easement Property and the MPFC Easement Property, respectively, for the benefit of 42 Property and the MPFC Property, as benefitted property, respectively.

7. The easement rights and privileges granted herein are non-exclusive. Without limitation of the foregoing or anything else set forth herein, each grantor reserves the right to grant such other easements as said grantor deems desirable over, upon, within or across the applicable easement property it owns, but each such grantor covenants that it will not convey any other easement or conflicting rights within the applicable easement property that will unreasonably interfere with the respective grantee's rights granted herein and provided all such other grants comply with all applicable local, state and federal laws, ordinances, rules, regulations and/or governmental requirements that are in effect at the time of such conveyance or grant.

8. Each grantor does hereby bind itself and its successors and assigns to WARRANT AND FOREVER DEFEND all and singular the easement it has granted herein unto the grantee of such easement, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under said grantor, but not otherwise. The easements granted herein and the warranties contained herein are subject to any and all mineral reservations, restrictions, covenants, conditions, easements and other matters, if any, relating to the respective easement property that are (i) still in effect and (ii) shown of record in the Real Property Records of Tarrant County, Texas as of the effective date of this easement or that may be visible or apparent on the respective easement property. Neither grantor makes any representations or warranties, express or implied, concerning the physical condition of the applicable easement property, and the respective grantee accepts the physical condition of the easement property in its "AS IS, WHERE IS, WITH ALL FAULTS"

condition.

9. In the event that a party fails to perform any obligation under this Agreement, in whole or in part, and such failure continues for more than thirty (30) days after receipt of written notice from the other party hereto regarding same, the non-defaulting party shall have the right to seek any remedies available at law, or in equity, with respect to same. Without limiting the breadth of the foregoing, if either party fails to perform any of its maintenance or repair obligations pursuant to this Agreement, and such failure shall continue for more than thirty (30) days after receipt of written notice from the other party hereto regarding same, the non-defaulting party will have the right, but not the obligation, to perform such repair and maintenance in accordance with this Agreement. If the non-defaulting party expends sums of money in its performance of the obligations of the defaulting party in accordance with the foregoing, then the defaulting party shall pay to the non-defaulting party the actual cost of that performance. Any such payment shall be made within thirty (30) days after receipt of a statement of the costs incurred by the non-defaulting party along with reasonable documentation substantiating such costs. The exercise of one remedy hereunder shall not preclude or limit a party's rights to exercise any and all other remedies to which it is entitled under this Agreement, at law, or in equity; provided, however, the parties expressly waive their rights to pursue consequential, punitive, or special damages against the other party and agree that termination of this Agreement is not an authorized remedy.

10. Nothing herein contained shall be construed as a dedication of any portion of the Easement Property for the general public or for any public purpose whatsoever.

EXECUTED this _____ day of _____, 2025.

[SIGNATURE PAGES FOLLOW]

42 MANSFIELD SWC, LP
a Texas limited partnership

By: 42 A, LLC
a Texas limited liability company
Its: General Partner

By: _____

Scott Rohrman

Its: Manager

ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared Scott Rohrman, Manager of 42 A, LLC, a Texas limited liability company, General Partner of 42 Mansfield SWC, LP, a Texas limited partnership, on behalf of said limited liability company and limited partnership.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day
of _____, 2025.

Notary Public in and for the State of Texas

MANSFIELD PUBLIC FACILITY CORPORATION,
a Texas public facility corporation

By: _____

Name: _____

Title: _____

ACKNOWLEDGEMENT

STATE OF TEXAS §

§

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared _____
_____, _____ of the Mansfield Public Facility Corporation, a
Texas public facility corporation, on behalf of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day
of _____, 2025.

Notary Public in and for the State of Texas

MPFC PROPERTY

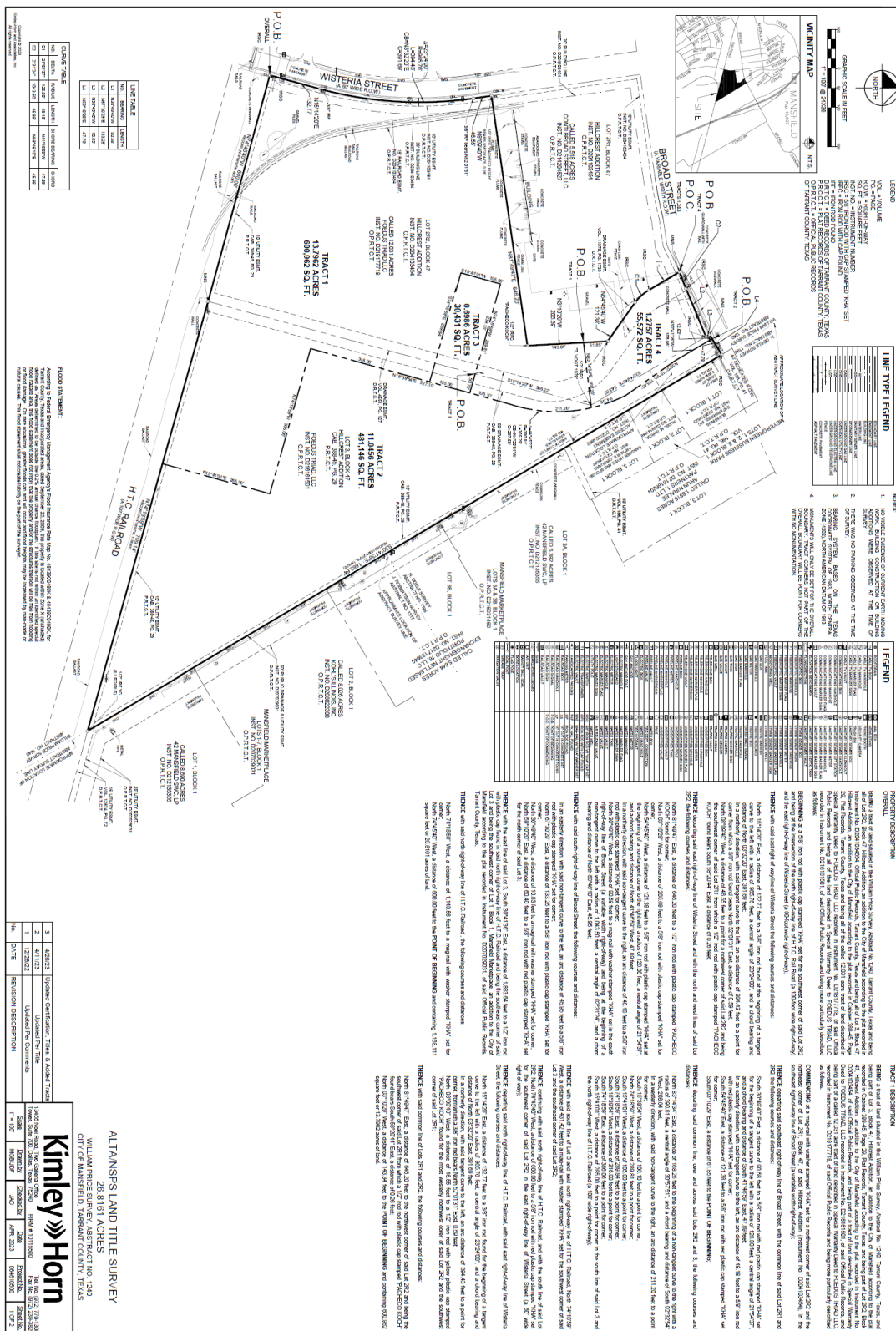


Exhibit A
PL 6364179.1
Page 24 of 34

EXHIBIT B-1

LEGAL DESCRIPTION OF 42 PROPERTY

BEING Lot 3A, Block 1, of the Replat of Mansfield Marketplace, Lots 3A & 3B, Block 1, an addition to the City of Mansfield, Tarrant County, Texas, according to the plat thereof recorded in County Clerk's File No. D216031460, Official Public Records, Tarrant County, Texas.

CONTAINING 5.392 acres of 234,876 square feet of land, more or less.

BEING Lot 6, Block 1, of Mansfield Market Place, an addition to the City of Mansfield, Tarrant County, Texas, according to the plat thereof recorded in Cabinet A, Page 11657, Plat Records, Tarrant County, Texas.

CONTAINING 1.342 acres or 58,461 square feet of land, more or less.

SURVEY OF 42 PROPERTY

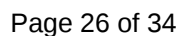


EXHIBIT C

SHOPPING CENTER



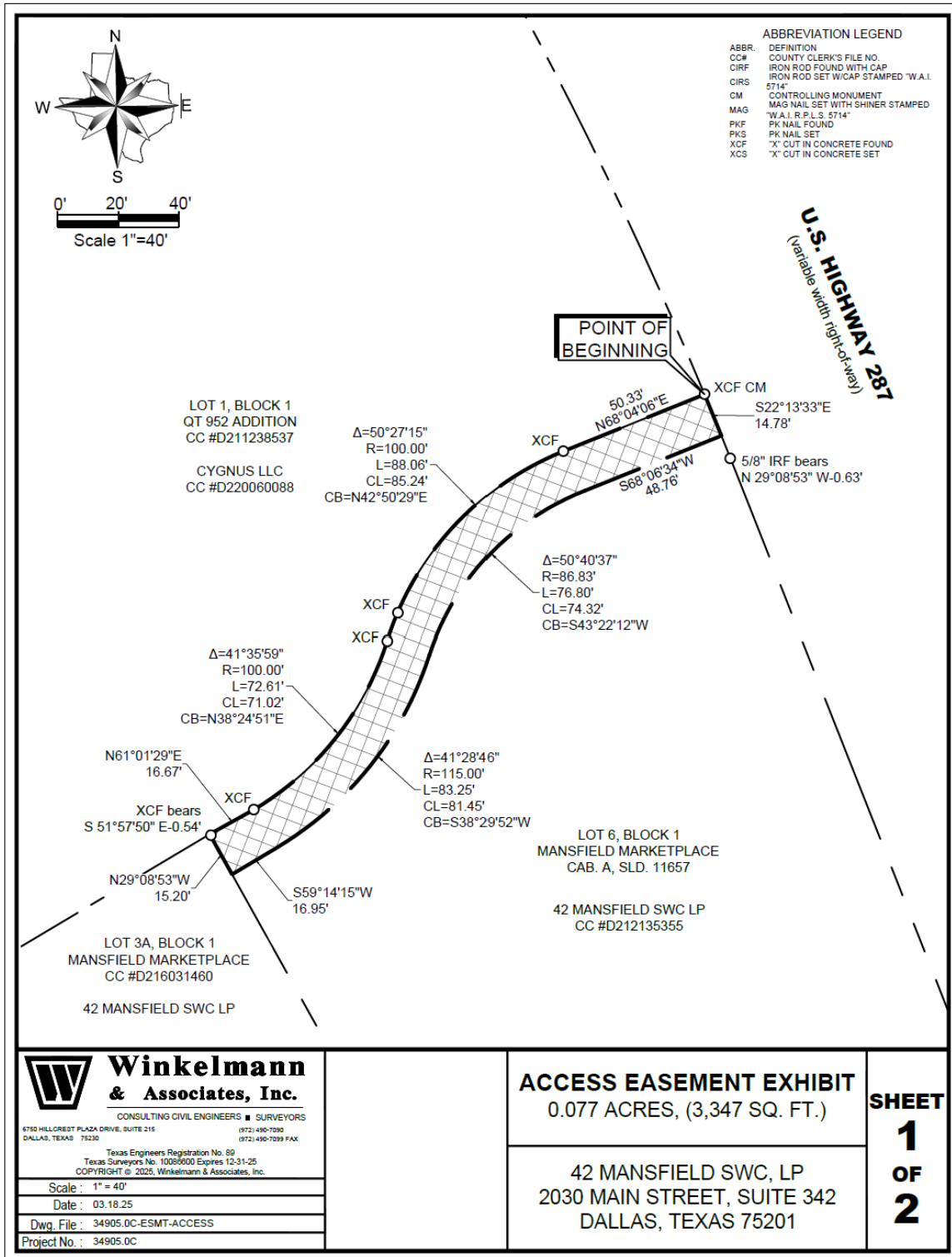
PRELIMINARY PLAN
NOT FOR CONSTRUCTION
SP22
2023.02.15
SCALE: AS SHOWN

U.S. HWY 287 & BROAD ST
MANSFIELD, TEXAS
42 MANSFIELD SWC, LP

GSO ARCHITECTS
DALLAS, TX 75201
TEL: 214.350.8851
WWW.GSOARCHITECTS.COM
THIS PLAN IS THE PROPERTY OF GSO ARCHITECTS, L.P. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT THE WRITTEN PERMISSION OF GSO ARCHITECTS, L.P.

EXHIBIT D-1

SURVEY AND LEGAL DESCRIPTION OF 42 EASEMENT PROPERTY



G:\34905\0C\SURVEY\EASEMENTS\34905.0C-ESMT-ACCESS.dwg

ACCESS EASEMENT EXHIBIT

STATE OF TEXAS §
COUNTY OF TARRANT §

BEING a tract of land situated in the H. ODELL SURVEY, ABSTRACT NO. 1196, in the City of Mansfield, Tarrant County, Texas, and being a portion of Lot 6, Block 1, Mansfield Marketplace, an addition to the City of Mansfield, Tarrant County, Texas, according to the Final Plat thereof recorded in Cabinet A, Slide 11657, Official Public Records, Tarrant County, Texas (O.P.R.T.C.T.), and being more particularly described as follows:

BEGINNING at an "X" cut found for the Northeast corner of said Lot 6, Block 1, and the Southeast corner of Lot 1, Block 1, QT 952 Addition, an addition to the City of Mansfield, Tarrant County, Texas, according to the Final Plat thereof recorded in Instrument No. D211238537, O.P.R.T.C.T., said "x" cut being situated in the Southwest right-of-way line of U.S. Highway 287, a variable width right-of-way;

THENCE South 22 deg 13 min 33 sec East, along said Southwest right-of-way line and the Northeast line of said Lot 6, Block 1, a distance of 14.78 feet to a point for corner;

THENCE departing said common line and over and across said Lot 6, Block 1, the following:

South 68 deg 06 min 34 sec West, a distance of 48.76 feet to a point for corner and the beginning of a curve to the left having a radius of 86.83 feet, a central angle of 50 deg 40 min 37 sec, a chord bearing of South 43 deg 22 min 12 sec West, and a chord length of 74.32 feet;

Along said curve to the left, an arc distance of 76.80 feet to a point for corner and the beginning of a curve to the right having a radius of 115.00 feet, a central angle of 41 deg 28 min 46 sec, a chord bearing of South 38 deg 29 min 52 sec West, and a chord length of 81.45 feet;

Along said curve to the right, an arc distance of 83.45 feet to a point for corner;

South 59 deg 14 min 15 sec West, a distance of 16.95 feet to a point for corner situated on the Southwest line of said Lot 6, Block 1, and the Northeast line of Lot 3A, Block 1, Mansfield Marketplace, an addition to the City of Mansfield, Tarrant County, Texas, according to the Final Plat thereof recorded in Instrument No. D216031460, O.P.R.T.C.T.;

THENCE North 29 deg 08 min 53 sec West, along said common line, a distance of 15.20 feet to a point for corner from which a "X" cut found bears South 51 deg 57 min 50 sec East, a distance of 0.54 feet, said point being situated in the South line of said Lot 1, Block 1;

THENCE departing said common line and along the North lines of said Lot 6, Block 1, and the South lines of said Lot 1, Block 1, the following:

North 61 deg 01 min 29 sec East, a distance of 16.67 feet to a point for corner and the beginning of a curve to the left having a radius of 100.00 feet, a central angle of 41 deg 35 min 59 sec, a chord bearing of North 38 deg 24 min 51 sec East, and a chord length of 71.02 feet;

Along said curve to the left, an arc distance of 72.61 feet to an "X" cut found for corner and the beginning of a curve to the right having a radius of 100.00 feet, a central angle of 50 deg 27 min 15 sec, a chord bearing of North 42 deg 50 min 29 sec East, and a chord length of 85.24 feet;

Along said curve to the right, an arc distance of 88.06 feet to an "X" cut found for corner;

North 68 deg 04 min 06 sec East, a distance of 50.33 feet to the POINT OF BEGINNING;

CONTAINING within these metes and bounds 0.077 acres or 3,347 square feet of land, more or less.

Bearings shown hereon are based upon an on-the-ground Survey performed in the field on the 12th day of July, 2024, utilizing a G.P.S. bearing related to the Texas Coordinate System, Texas Central Zone (4202), NAD 83, grid values from the GeoShack VRS network.

Winkelmann & Associates, Inc.
CONSULTING CIVIL ENGINEERS ■ SURVEYORS
6700 HILLCREST PLAZA DRIVE, SUITE 215 (972) 490-7090
DALLAS, TEXAS 75230 (972) 490-7099 FAX
Texas Engineers Registration No. 89
Texas Surveyors No. 10059020 Expires 12-31-25
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Scale : N/A
Date : 03.18.25
Dwg. File : 34905.0C-ESMT-ACCESS
Project No. : 34905.0C

ACCESS EASEMENT EXHIBIT
0.077 ACRES, (3,347 SQ. FT.)

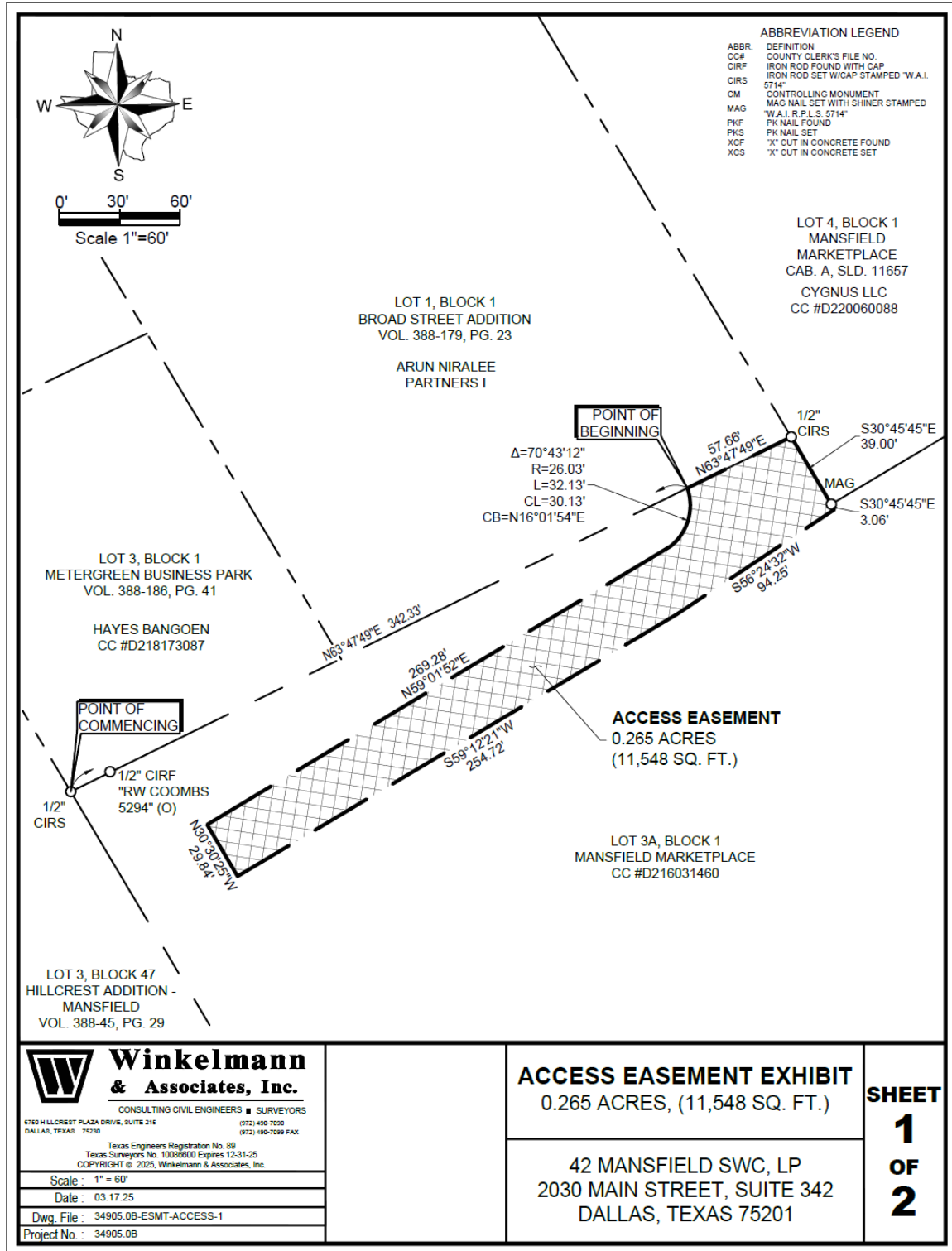
42 MANSFIELD SWC, LP
2030 MAIN STREET, SUITE 342
DALLAS, TEXAS 75201

SHEET
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OF
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EXHIBIT D-2

SURVEY AND LEGAL DESCRIPTION OF 42 EASEMENT PROPERTY



ACCESS EASEMENT EXHIBIT

STATE OF TEXAS §
COUNTY OF TARRANT §

BEING a tract of land situated in the H. ODELL SURVEY, ABSTRACT NO. 1196, in the City of Mansfield, Tarrant County, Texas, and being a portion of Lot 3A, Block 1, Mansfield Marketplace, an addition to the City of Mansfield, Tarrant County, Texas, according to the Final Plat thereof recorded in Instrument No. D216031460, Official Public Records, Tarrant County, Texas (O.P.R.T.C.T.), and being more particularly described as follows:

COMMENCING at a 1/2-inch iron rod with red plastic cap stamped "W.A.I. 5714" set for the Northwest corner of said Lot 3A, Block 1, and the Southwest corner of Lot 3, Block 1, Metergreen Business Park, an addition to the City of Mansfield, Tarrant County, Texas, according to the Final Plat thereof recorded in Volume 388-186, Page 41, O.P.R.T.C.T., said iron being situated on the Northeast line of Lot 3, Block 47, Hillcrest Addition - Mansfield, an addition to the City of Mansfield, Tarrant County, Texas, according to the Final Plat thereof recorded in Volume 388-45, Page 29, O.P.R.T.C.T.;

THENCE North 63 deg 47 min 49 sec East, departing the said Northeast line and along the Northwest line of said Lot 3A, Block 1, and the Southeast lines of said Lot 3, Block 1, and Lot 1, Block 1, Broad Street Addition, an addition to the City of Mansfield, Tarrant County, Texas, according to the Final Plat thereof recorded in Volume 388-179, Page 23, O.P.R.T.C.T., a distance of 342.33 feet to a point for corner and the POINT OF BEGINNING;

THENCE North 63 deg 47 min 49 sec East, continuing along said common line, a distance of 57.66 feet to a 1/2-inch iron rod with red plastic cap stamped "W.A.I. 5714" set for a Northwest corner of said Lot 3A, Block 1, and the Southeast corner of said Lot 1, Block 1, said iron rod being situated in the Southwest line of Lot 4, Block 1, Mansfield Marketplace, an addition to the City of Mansfield, Tarrant County, Texas, according to the Final Plat thereof recorded in Cabinet A, Slide 11657, O.P.R.T.C.T.;

THENCE South 30 deg 45 min 45 sec East, departing said common line and along a Northwest line of said Lot 3A, Block 1, and the Southwest line of said Lot 4, Block 1, a distance of 39.00 feet to a Mag nail with shiner stamped "W.A.I. R.P.L.S. 5714" set for a Northwest corner of said Lot 3A, Block 1, and the Southwest corner of said Lot 4, Block 1;

THENCE departing said common line and over and across said Lot 3A, Block 1, the following:

South 30 deg 45 min 45 sec East, a distance of 3.06 feet to a point for corner;

South 56 deg 24 min 32 sec West, a distance of 94.25 feet to a point for corner;

South 59 deg 12 min 21 sec West, a distance of 254.72 feet to a point for corner;

North 30 deg 30 min 25 sec West, a distance of 29.84 feet to a point for corner;

North 59 deg 01 min 52 sec East, a distance of 269.28 feet to a point for corner and the beginning of a non-tangent curve to the left having a radius of 26.03 feet, a central angle of 70 deg 43 min 12 sec, a chord bearing of North 16 deg 01 min 54 sec East, and a chord length of 30.13 feet;

Along said non-tangent curve to the left, an arc distance of 32.13 feet to the POINT OF BEGINNING;

CONTAINING within these metes and bounds 0.265 acres or 11,548 square feet of land, more or less.

Bearings shown hereon are based upon an on-the-ground Survey performed in the field on the 13th day of February, 2024, utilizing a G.P.S. bearing related to the Texas Coordinate System, Texas Central Zone (4202), NAD 83, grid values from the GeoShack VRS network.

 Winkelmann & Associates, Inc.
CONSULTING CIVIL ENGINEERS ■ SURVEYORS
6760 HILLCREST PLAZA DRIVE, SUITE 215 DALLAS, TEXAS 75230
(972) 490-7090 (972) 490-7099 FAX
Texas Engineers Registration No. 89 Texas Surveyors No. 10095600 Expires 12-31-25 COPYRIGHT © 2025, Winkelmann & Associates, Inc.
Scale : N/A
Date : 03.17.25
Dwg. File : 34905.0B-ESMT-ACCESS-1
Project No. : 34905.0B

ACCESS EASEMENT EXHIBIT
0.265 ACRES, (11,548 SQ. FT.)

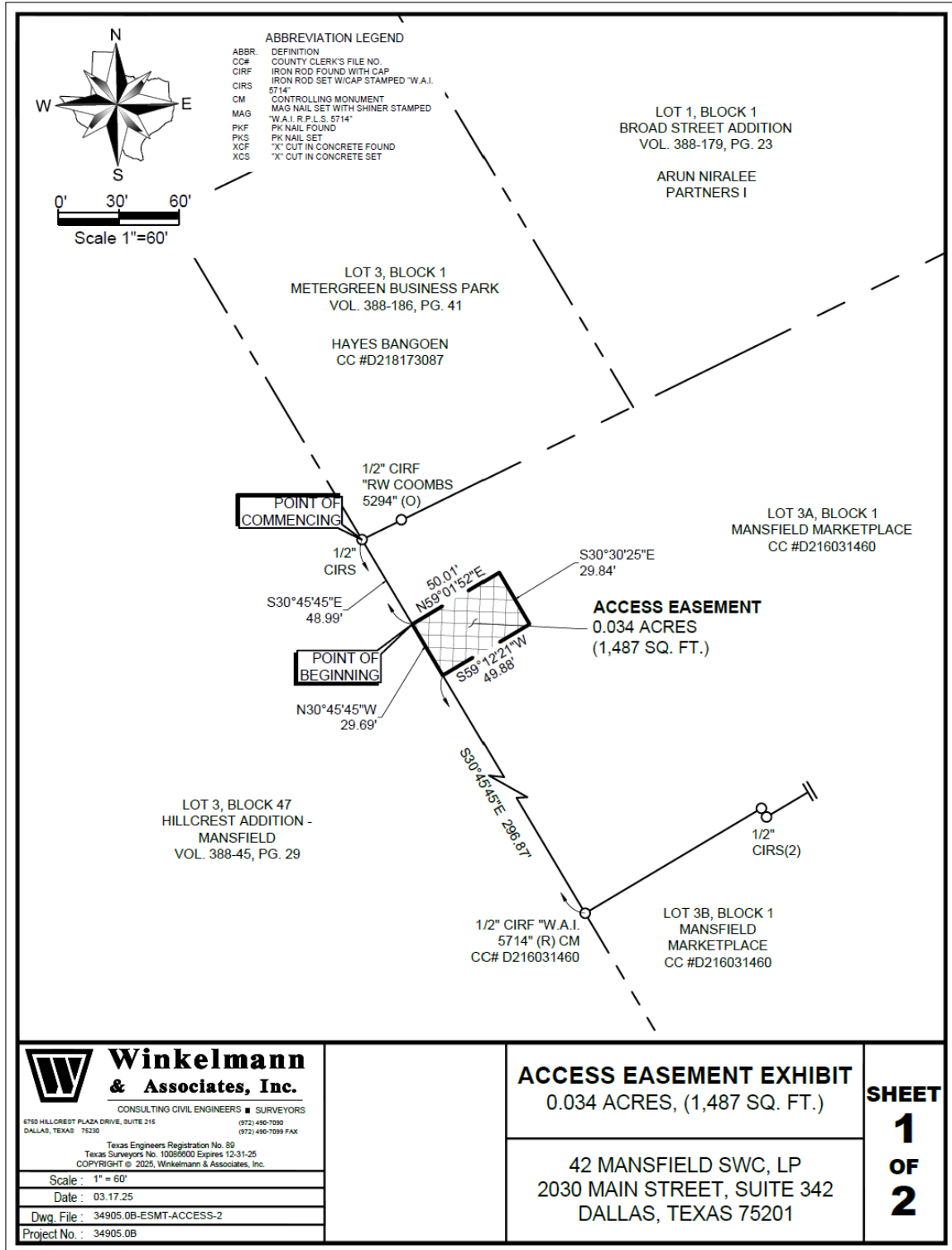
42 MANSFIELD SWC, LP
2030 MAIN STREET, SUITE 342
DALLAS, TEXAS 75201

SHEET
2
OF
2

G:\34905\0B\SURVEY\EASEMENTS\34905.0B-ESMT-ACCESS-1.dwg

EXHIBIT D-3

SURVEY AND LEGAL DESCRIPTION OF 42 EASEMENT PROPERTY



G:\34905\05\B\SURVEY\EASEMENTS\34905.0B-ESMT-ACCESS-2.dwg

ACCESS EASEMENT EXHIBIT

STATE OF TEXAS §
COUNTY OF TARRANT §

BEING a tract of land situated in the H. ODELL SURVEY, ABSTRACT NO. 1196, in the City of Mansfield, Tarrant County, Texas, and being a portion of Lot 3A, Block 1, Mansfield Marketplace, an addition to the City of Mansfield, Tarrant County, Texas, according to the Final Plat thereof recorded in Instrument No. D216031460, Official Public Records, Tarrant County, Texas (O.P.R.T.C.T.), and being more particularly described as follows:

COMMENCING at a 1/2-inch iron rod with red plastic cap stamped "W.A.I. 5714" set for the Northwest corner of said Lot 3A, Block 1, and the Southwest corner of Lot 3, Block 1, Metergreen Business Park, an addition to the City of Mansfield, Tarrant County, Texas, according to the Final Plat thereof recorded in Volume 388-186, Page 41, O.P.R.T.C.T., said iron being situated on the Northeast line of Lot 3, Block 47, Hillcrest Addition - Mansfield, an addition to the City of Mansfield, Tarrant County, Texas, according to the Final Plat thereof recorded in Volume 388-45, Page 29, O.P.R.T.C.T.;

THENCE South 30 deg 45 min 45 sec East, along said Northeast line and along the Southwest line of said Lot 3A, Block 1, a distance of 48.99 feet to a point for corner and the POINT OF BEGINNING;

THENCE departing said common line and over and across said Lot 3A, Block 1, the following:

North 59 deg 01 min 52 sec East, a distance of 50.01 feet to a point for corner;

South 30 deg 30 min 25 sec East, a distance of 29.84 feet to a point for corner;

South 59 deg 12 min 21 sec West, a distance of 49.88 feet to a point for corner situated in the Northeast line of said Lot 3, Block 47, and the Southwest line of said Lot 3A, Block 1, from which a 1/2-inch iron rod with red plastic cap stamped "W.A.I. 5714" found for the Southwest corner of said Lot 3A, Block 1, and the Northwest corner of Lot 3B, Block 1, of said Mansfield Marketplace, bears South 30 deg 45 min 45 sec East a distance of 296.87 feet;

THENCE North 30 deg 45 min 45 sec West, along said common line, a distance of 29.69 feet to the POINT OF BEGINNING;

CONTAINING within these metes and bounds 0.034 acres or 1,487 square feet of land, more or less.

Bearings shown hereon are based upon an on-the-ground Survey performed in the field on the 13th day of February, 2024, utilizing a G.P.S. bearing related to the Texas Coordinate System, Texas Central Zone (4202), NAD 83, grid values from the GeoShack VRS network.



CONSULTING CIVIL ENGINEERS ■ SURVEYORS
6750 HILLCREST PLAZA DRIVE, SUITE 215 (972) 490-7030
DALLAS, TEXAS 75230 (972) 490-7099 FAX
Texas Engineers Registration No. 89
Texas Surveyors No. 1008600 Expires 12-31-25
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Scale : N/A
Date : 03.17.25
Dwg. File : 34905.0B-ESMT-ACCESS-2
Project No. : 34905.0B

ACCESS EASEMENT EXHIBIT
0.034 ACRES, (1,487 SQ. FT.)

42 MANSFIELD SWC, LP
2030 MAIN STREET, SUITE 342
DALLAS, TEXAS 75201

SHEET
2
OF
2

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EXHIBIT E

DETENTION POND

(Site Plan, Survey or Legal Description)

