

WHEREAS, GCP/VILLAGE PARTNERS, L.P. acting through the undersigned, its duly authorized officer, is the sole owner of a 3.342 Acres situated in and being all of Lots 1, 2, 9 and 10 and a partion of an alley of the HAMBY'S ADDITION, an addition to the City of Weatherford, according to Volume 5, Page 458, Deed Records, Parker County, Texas; all of Lot 1, Black 47, Original Town of Weatherford and all of Lot 1 and a partion of Lots 2, and 5, Black 5, A. Brackeen Addition, according to the 1905 Myers Map of the City of Weatherford, Parker County, Texas and being all those Lots, Tracts or Parcels of land conveyed to Gragan Children Partners L.P. in Volume 1591, Page 568; Volume 1591, Page 571 and Volume 1623, Page 477, Real Records, Parker County, Texas and Roy Gragan by deed recorded in Volume 308, Page 5; Volume 308, Page 70; Volume 308, Page 71; Volume 308, Page 93; Volume 308, Page 260 and Volume 310, Page 445, Deed Records, Parker County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at an iron rod set in the south right of way line of West Columbia Street and the west right of way line of South Main Street, said iron being the northeast corner of Block 47, said

THENCE West, with the north line of said Village Center, Phase I, 174.75 feet to an "X" cut in

THENCE S 88'35'59" W, 160.77 feet to a pipe found at the southeast corner of a tract of land conveyed to Southwestern Bell Telephone by deed recorded in Volume 377, Page 710, Deed

THENCE North with the east line of said D. S. Witherspoon Tract at 68.5 feet passing a concrete incomment found at the southeast corner of a tract of land conveyed to Southwestern Bell Telephone by deed recorded in Volume 340, Page 370, Deed Records, Parker County, Texas and continuing with the east line of said Southwestern Bell Telephone Tract in all 282.65 feet to and continuing with the east line of said Southwestern be. Telephone fract in all 202.00 feet an iron rod set in the south right of way line of said West Columbia Street; THENCE S 89'51'58" E, with the south right of way line of said West Columbia Street, 351.09 feet to the POINT OF BEGINNING and containing 3.342 acres (145596 square feet) of land.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:
THAT, GCP/VILLAGE PARTNERS, L.P. by and through the undersigned, its duly authorized officer, does hereby adopt this plat designating the hereinabove described real property as VILLAGE CENTER, PHASE II, an addition to the City of Weatherford, Parker County, Texas and being a replat of all of Lots 1, 2, 9 and 10 and a portion of an alley of the HAMBY'S ADDITION, an addition to the City of Weatherford, according to Volume 5, Page 458, Deed Records, Parker County, Texas; all of Lot 1, Black 47, Original Town of Weatherford and all of Lot 1 and a portion of Lots 1, 2, and 5, Black 5, A. Brackeen Addition, according to the 1905 Myers Map of the City of Weatherford, Parker County, Texas and does hereby dedicate 1905 Myers Map of the City of Weatherford, Parker County, Texas and does hereby dedicate

> BEFORE ME, the undersigned authority, on this day personally appeared to me by the person whose name is subscribed to the above and foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration expressed and in the capacity therein

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the day of ______, 1998.

MAINTENANCE OF UTILITIES. The City shall, at its sole costs and expanse, install and at all times maintain the utilities within the easement tracts in a good and workmanlike manner. City agrees to repair and restore any damage or injury to Owner's Tract (including, without limitation, paving, fences, landscaping and other surface features) and to the easement tract.

NO PRESCRIPTIVE RIGHTS. No party shall acquire any prescriptive rights

reentry, when the use of the utilities therein installed ceases or when the

RESERVATIONS. Owner, for itself and its successors and assigns, reserves the right (1) to dedicate over and across the easement tracts roads, streets, and alleys (2) to generally use the easement tracts in common with the City, but Owner agrees that Owner will maintain minimum clearances in respect of the utilities required by applicable codes and customary engineering practices.

EXISTING MATTERS. This agreement and the easement created hereby is expressly subject to all covenants, rights-of-way, and other matters of record

RESTORATION. Following the completion of any installation, maintenance or other work in the easement area, the City agrees to repair and restore any damage to the easement tracts caused by the City, its contractors, or its subcontractors to substantially the same or better condition as exists on the date hereof. The obligations herein shall survive the expiration or