

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.

STATE OF TEXAS
COUNTY OF DALLAS

After Recording Return To:

Ms. Irma Parker
Town of Addison, Texas
P.O. Box 9010
Addison, TX 75001

WATER LINE EASEMENT

DATE: September 24, 2020

GRANTOR: AFK3 Addison Tech, LLC a Delaware Limited Liability Company
800 Brickel Avenue, Suite 701
Miami, Florida 33131 USA

GRANTEE: Town of Addison, Texas
P.O. Box 9010
Addison, TX 75001
(Dallas County, Texas)

CONSIDERATION:

Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by Grantor.

EASEMENT PROPERTY:

See Exhibit "A" attached hereto and incorporated herein by reference.

EASEMENT PURPOSE: For the construction, installation, operation, improvement, use, inspection, access, repair, maintenance, alteration, protection, upgrading, reconstruction, replacement, relocation and removal of a water line or lines, together with all and singular related rights and appurtenances, facilities, equipment and attachments thereto, including, without limitation, lines, pipelines, valves, manholes, manhole vents, lateral line connections, and junction boxes (collectively, the "Facilities"), and customary uses attendant thereto

RESERVATIONS FROM CONVEYANCE:

None.

EXCEPTIONS TO WARRANTY:

None.

GRANT OF EASEMENT: Grantor, for the Consideration described above and subject to the Reservations from Conveyance and the Exceptions to Warranty, GRANTS, SELLS, and CONVEYS to Grantee and Grantee's heirs, successors, and assigns an easement and right-of-way on, in, over, under, through and across the Easement Property for the Easement Purpose, together with all and singular the rights and appurtenances thereto in any way belonging (collectively, the "Easement"), TO HAVE AND TO HOLD the Easement to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, successors and assigns to WARRANT AND FOREVER DEFEND the title to the Easement in Grantee and Grantee's heirs, successors and assigns against every person whomsoever lawfully claiming or to claim the Easement or any part of the Easement, except as to the Reservations from Conveyance and the Exceptions to Warranty.

TERMS AND CONDITIONS:

1. *Character of Easement.* The Easement is exclusive and irrevocable. The Easement is for the benefit of Grantee and Grantee's heirs, successors and assigns.

2. *Duration of Easement.* The duration of the Easement is perpetual.

3. *Reservation of Rights.* Grantor reserves for Grantor and Grantor's heirs, successors and assigns the right to use all or part of the Easement Property in conjunction with Grantor as long as such use by Grantor and Grantor's heirs, successors, and assigns does not interfere with or interrupt the use or enjoyment of the Easement and the Easement Property for the Easement Purpose by Grantee and Grantee's heirs, successors, and assigns.

4. *Secondary Easement.* Grantee has the right (the "Secondary Easement") to use as much of the surface of Grantor's property that is adjacent to the Easement Property ("Adjacent Property") as may be reasonably necessary in connection with the Easement and the Easement Purpose. However, Grantee must promptly restore the Adjacent Property to its previous physical condition if changed by use of the rights granted by this Secondary Easement.

5. *Improvement and Maintenance of Easement Property.* Grantee has the right to eliminate any encroachments into the Easement Property, including, without limitation, the right to remove any and all fencing, paving, trees and undergrowth, and other obstructions that may injure Grantee's Facilities, or interfere with the construction, installation, use operation, inspection, repair, alteration, protection, maintenance, replacement, upgrading, paralleling or removal thereof. Grantor agrees, for the consideration set forth herein, not to construct or place within the Easement Property any buildings, structures, fences, or other improvements of any nature whatsoever, or any shrubs, trees or other growth of any kind, or otherwise interfere with the Easement, without the prior written consent of Grantee. Grantee shall have the right to remove, and keep removed, all or parts of any building, structure, fence, or other improvement, or any shrub, tree, or other growth, of any character that is located within the Easement Property and which, in the judgment of Grantee, may endanger or in any way interfere with the construction, efficiency, or convenient and safe operation and maintenance of the Facilities

described herein or the exercise of Grantee's rights hereunder. Grantee, its heirs, successors and assigns and its officers, employees, contractors, and licensees shall at all times have the right and privilege to access the Easement Property for the Easement Purpose. Grantee has the right to abandon-in-place any and all pipelines, appurtenances and other Facilities, such that Grantee shall have no obligation or liability to Grantor or to Grantor's heirs, successors or assigns, to move or remove any such abandoned pipelines, appurtenances or other Facilities.

6. *Equitable Rights of Enforcement.* This Easement may be enforced by restraining orders and injunction (temporary or permanent) prohibiting interference and commanding compliance. Restraining order and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm, and will be obtainable only by the parties to or those benefited by this Water Line Easement agreement; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law, in equity, or otherwise.

7. *Binding Effect.* This Water Line Easement agreement binds and inures to the benefit of the parties and their respective heirs, successors, and assigns.

8. *Choice of Law.* This Water Line Easement agreement shall be construed under the laws of the State of Texas, without regard to choice-of-law rules of any jurisdiction. Venue for all suits, matters, claims, or proceedings hereunder lies exclusively in Dallas County, Texas.

9. *Counterparts.* This Water Line Easement agreement may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

10. *Waiver of Default.* It is not a waiver of or consent to default if the nondefaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any rights or remedies set forth in this Water Line Easement agreement does not preclude pursuit of any other rights or remedies in this Water Line Easement agreement or provided by law, in equity, or otherwise.

11. *Further Assurances.* Each signatory party agrees to execute and deliver any additional documents and instruments and to perform any additional acts necessary or appropriate to perform the terms, provisions, and conditions of this Water Line Easement agreement and all transactions contemplated by this Water Line Easement agreement.

12. *Integration.* This Water Line Easement agreement contains the complete agreement of the parties with respect to the matters set forth herein and cannot be varied except by written agreement of the parties. The parties agree that there are no oral agreements, representations, or warranties that are not expressly set forth in this Water Line Easement agreement.

13. *Legal Construction.* If any provision of this Water Line Easement agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof, and this Water Line Easement agreement will be construed as if the unenforceable provision had

never been a part of this Water Line Easement agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Article and section headings in this Water Line Easement agreement are for reference only and are not intended to restrict or define the text of any section. This Water Line Easement agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.

14. *Notices.* Any notice, demand, request, or communication (collectively for purposes of this section 14, "notice") required or permitted under this Water Line Easement agreement must be in writing, addressed as set forth in this Water Line Easement above to the party to whom the notice is given or provided, and shall be either (i) delivered personally, (ii) sent by United States certified mail, postage prepaid, return receipt requested, or (iii) placed in the custody of Federal Express Corporation or other nationally recognized carrier to be delivered next business day. Notice shall be deemed given or provided: (a) if delivered personally, on the date of delivery, (b) if sent by United States mail, postage prepaid, return receipt requested, on the third business day following the date of mailing, or (c) if placed in the custody of Federal Express or other nationally recognized carrier for next business day delivery, on the first business day following deposit of such notice with such carrier unless such carrier confirms such notice was not delivered, then on the day such carrier actually delivers such notice. From time to time either party may designate another address within the 48 contiguous states of the United States of America for all purposes of this Water Line Easement agreement by giving the other party not less than ten (10) days advance notice of such change of address in accordance with the provisions hereof.

15. *Third Party Beneficiaries.* This Water Line Easement and all of its provisions are solely for the benefit of the parties hereto and their respective heirs, successors, and assigns.

16. *Time.* Time is of the essence. Unless otherwise specified, all references to "days" mean calendar days. Business days exclude Saturdays, Sundays, and legal public holidays. If the date for performance of any obligation falls on a Saturday, Sunday, or legal public holiday, the date for performance will be the next following regular business day.

17. *Authorized Persons.* The undersigned persons are the properly authorized representatives of each of the respective parties and have the necessary authority to execute this Water Line Easement on behalf of the parties hereto.

MISCELLANEOUS:

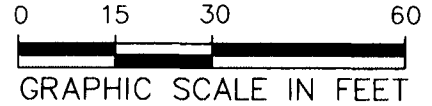
When the context requires it, singular nouns and pronouns include the plural.

EXECUTED effective as of the date first written above.

GRANTOR:

By: 
Typed Name: Matthew Adler
Title: President

BENT TREE GARDENS PHASE II EXHIBIT "A"
(VOL. 79193, PG. 2282)



LOT 2, BLOCK A
WESTGROVE/BENT TREE
PLAZA ADDITION
(VOL. 2002096, PG. 25)
(D.R.D.C.T.)

WILLIAM LOMAX SURVEY
ABSTRACT NO. 792

PART OF PART OF
LOT 5 LOT 19
CARROLL ESTATES
(VOL. 10, PG. 473)

LINE TABLE		
LINE	BEARING	LENGTH
L1	S 89°34'30" W	29.40'
L2	N 00°37'45" W	12.00'
L3	N 89°34'30" E	29.36'
L4	S 00°49'31" E	12.00'

AKF3 ADDISON TECH, LLC
(INST. NO. 201700312681)
(O.P.R.D.C.T.)

30' BRAZOS ELECTRIC POWER
COOPERATIVE, INC.
EASEMENT AND RIGHT-OF-WAY
(VOL. 5021, PG. 302)

70' TEXAS POWER & LIGHT
COMPANY EASEMENT AND RIGHT
OF WAY
(VOL. 83243, PG.1527)

10' UTILITY EASEMENT
(VOL. 2001081, PG. 2293)

27' FIRELANE,
UTILITY,
AND MUTUAL
ACCESS EASEMENT
(VOL. 2002096,
PG. 25)

WATER
EASEMENT
353 SF
(0.008 ACRES)

P.O.B.

THE ATRIUM,
A REPLAT
OF PART OF
LOT 19,
CARROLL
ESTATES
(VOL. 82006,
PG. 361)

P.O.C.

HEDK REAL ESTATE LLC
(INST. NO. 201900099535)

N 00°49'31" W
12.92'

592.37'

TOWN OF ADDISON
18'X18' DRAINAGE EASEMENT
(VOL. 83242, PG. 4387)

1/2-INCH IRON ROD W/YELLOW CAP
STAMPED "C.B.G. SURVEYING"
FOUND (C.M.)

**ADDISON
ROAD**
(60-FOOT WIDE RIGHT-OF-WAY)

EXCEL PARKWAY
(VARIABLE WIDTH RIGHT-OF-WAY)

740.48'

LEGEND

- NEW EASEMENT LINE
- PROPERTY LINE
- EXISTING EASEMENT LINE
- POINT FOR CORNER (UNLESS OTHERWISE NOTED)
- (C.M.) - CONTROLLING MONUMENT

P.O.B. - POINT OF BEGINNING
P.O.C. - POINT OF COMMENCING

NOTES:

1. A metes and bounds description of even survey date herewith accompanies this plat of survey.
2. Bearing system for this survey is based on the State Plane Coordinate System, North American Datum of 1983 (2011), Texas North Central Zone (4202). Distances shown have been adjusted to surface by applying the Dallas County TxDOT factor of 1.000136506.

The undersigned, Registered Professional Land Surveyor, hereby certifies that this plat of survey accurately sets out the metes and bounds of the easement tract described.



Luis M. Gonzalez 3/4/2020
Luis M. Gonzalez Date
Registered Professional
Land Surveyor No. 6793



7557 RAMBLER ROAD, SUITE 1400
DALLAS, TX 75231 972.235.3031
TX REG. ENGINEERING FIRM F-469
TX REG. SURVEYING FIRM LS-10008000

DRAWN BY	CHECKED BY	SCALE	DATE	JOB NUMBER
JAN	LMG	1"=30'	MARCH 2020	2112-19.055

**WATER
EASEMENT**
PART OF LOT, 2 BLOCK A
WESTGROVE/BENT TREE PLAZA ADDITION
WILLIAM LOMAX SURVEY, ABSTRACT NO. 792,
TOWN OF ADDISON, DALLAS COUNTY, TEXAS
PAGE 2 OF 2

L. GONZALEZ 3/4/2020 3:47 PM M:\DWG-21\2112-19.055\DWG\SURVEY C30 2018\2112-19.055EX1.DWG

North: 7043755.5597' East: 2481163.1241'

Segment #1 : Line

Course: S89° 34' 30"W Length: 29.40'
North: 7043755.3416' East: 2481133.7249'

Segment #2 : Line

Course: N0° 37' 45"W Length: 12.00'
North: 7043767.3409' East: 2481133.5931'

Segment #3 : Line

Course: N89° 34' 30"E Length: 29.36'
North: 7043767.5587' East: 2481162.9523'

Segment #4 : Line

Course: S0° 49' 31"E Length: 12.00'
North: 7043755.5599' East: 2481163.1251'

Perimeter: 82.76' Area: 353 Sq. Ft. (0.008 ACRES)
Error Closure: 0.0011 Course: N78° 09' 29"E
Error North: 0.00022 East: 0.00107

Precision 1: 75,236.36

**Dallas County
John F. Warren
Dallas County Clerk**

Instrument Number: 202000296250

eRecording - Real Property

Recorded On: October 28, 2020 08:14 AM

Number of Pages: 9

" Examined and Charged as Follows: "

Total Recording: \$54.00

******* THIS PAGE IS PART OF THE INSTRUMENT *******

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 202000296250
Receipt Number: 20201027001079
Recorded Date/Time: October 28, 2020 08:14 AM
User: Fransisco B
Station: CC26

Record and Return To:

Simplifile



**STATE OF TEXAS
COUNTY OF DALLAS**

I hereby certify that this Instrument was FILED In the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Dallas County, Texas.

John F. Warren
Dallas County Clerk
Dallas County, TX

A handwritten signature in black ink, appearing to be "JFW", is written over the printed name of John F. Warren.