

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

DRAINAGE EASEMENT

DATE: 1/28/20 , 2020

GRANTOR: JP BENT TREE, LP a Texas Limited Partnership
14801 Quorum Drive, Suite 200
Dallas, Texas 75254 USA

GRANTEE: Town of Addison, Texas
P.O. Box 9010
Addison, TX 75001

CONSIDERATION:

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

EASEMENT PROPERTY:

See Exhibit A attached hereto and incorporated herein by reference.

EASEMENT PURPOSE: For drainage, including, without limitation, the construction, installation, operation, improvement, use, inspection, access, repair, maintenance, alteration, protection, upgrading, reconstruction, replacement, relocation and removal of drainage and storm water facilities, together with all and singular related rights and appurtenances, facilities, equipment and attachments thereto (including, without limitation, drainage pipes, valves, and manholes) (such drainage, and drainage and storm water facilities, being 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 in, on, 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: The following terms and conditions apply to the Easement granted by this instrument:

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 Grantee 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. In conjunction with this reservation of rights, Grantor agrees to maintain the Easement Property in such a way to preserve the Easement purpose.

4. *Secondary Easement.* Grantee has the right (the "Secondary Easement") to use as much of the surface of the 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, but not the obligation, 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 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 agreement binds and inures to the benefit of the parties and their respective heirs, successors, and permitted assigns.

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

9. *Counterparts.* This 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 remedies set forth in this agreement does not preclude pursuit of other remedies in this agreement or provided by law.

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 agreement and all transactions contemplated by this agreement.

12. *Integration.* This agreement contains the complete agreement of the parties 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 agreement.

13. *Legal Construction.* If any provision in this 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 agreement will be construed as if the unenforceable provision had never been a part of the 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 agreement are for reference only and are not intended to restrict or define the test of any section. This agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.

14. *Notices.* Any notice required or permitted under this agreement must be in writing. Any notice required by this agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

15. *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.

EXECUTED effective as of the date first written above.

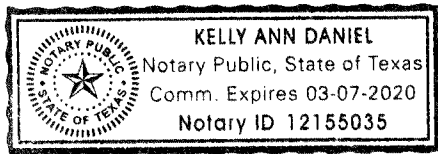
GRANTOR

By: [Signature]
Typed Name: Scott Everett
Title: Managing Member, REC Bent Tree GP, LLC

STATE OF TEXAS §
 §
COUNTY OF DALALS §

Before me, the undersigned Notary Public, on this day personally appeared Scott Everett, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that (s)he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 28 day of Jan, 2020.



[Signature]
Notary Public, State of Texas

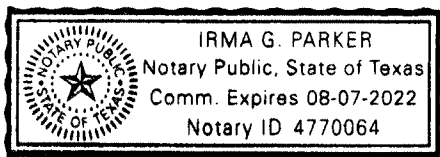
GRANTEE

By: *Wesley S. Pierson*
Typed Name: Wesley S. Pierson
Title: City Manager

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

Before me, the undersigned Notary Public, on this day personally appeared **Wesley S. Pierson**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed on behalf of the Town of Addison, Texas.

Given under my hand and seal of office this 27th day of OCTOBER, 2020.



Irma G. Parker
Notary Public, State of Texas

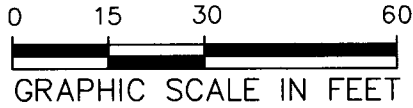
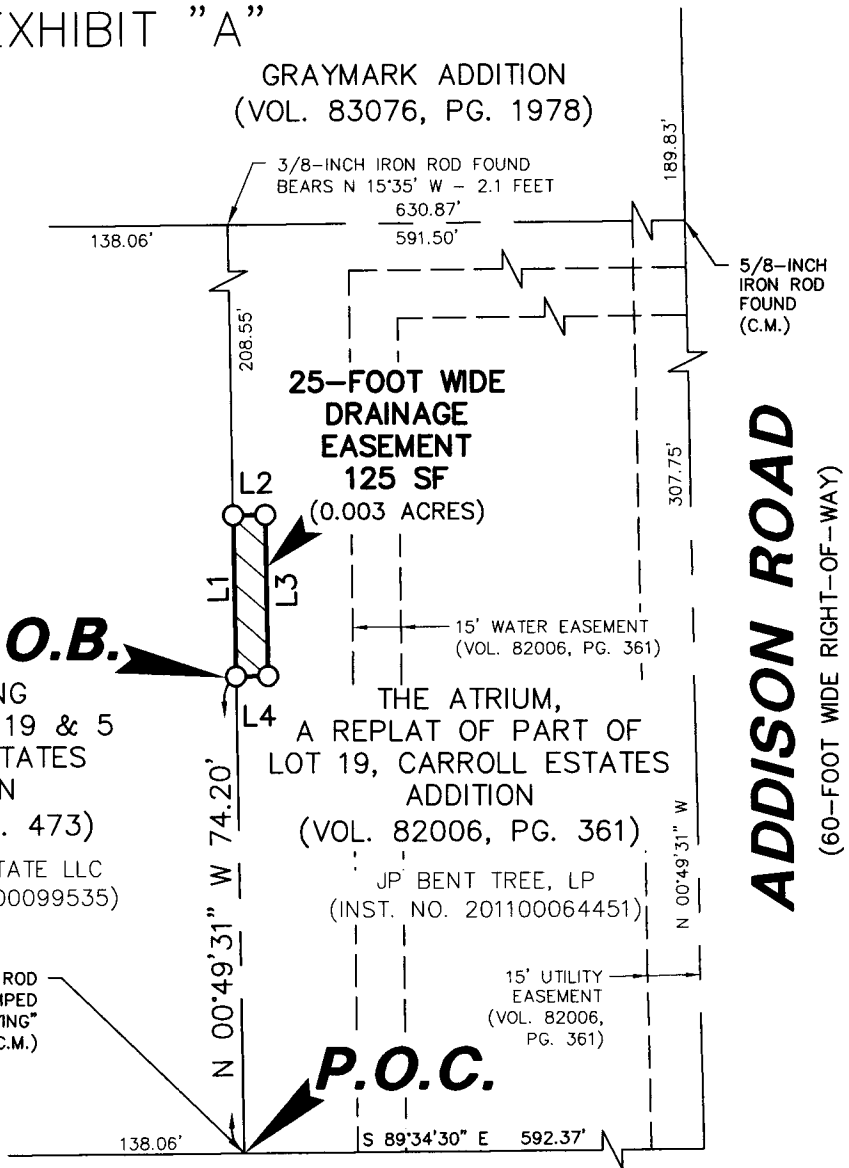


EXHIBIT "A"

GRAYMARK ADDITION
(VOL. 83076, PG. 1978)

LEGEND	
	NEW EASEMENT LINE
	PROPERTY LINE
	POINT FOR CORNER (UNLESS OTHERWISE NOTED)
(C.M.) -	CONTROLLING MONUMENT
P.O.B. -	POINT OF BEGINNING
P.O.C. -	POINT OF COMMENCING



P.O.B.
REMAINING
PART OF LOT 19 & 5
CARROLL ESTATES
ADDITION
(VOL. 10, PG. 473)
HEDK REAL ESTATE LLC
(INST. NO. 201900099535)

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

JP BENT TREE, LP
(INST. NO. 201100064451)

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

15' UTILITY
EASEMENT
(VOL. 82006,
PG. 361)

P.O.C.

LINE TABLE		
LINE	BEARING	LENGTH
L1	N 00°49'31" W	25.00'
L2	N 89°34'30" E	5.00'
L3	S 00°49'31" E	25.00'
L4	S 89°34'30" W	5.00'

EXCEL PARKWAY
(VARIABLE WIDTH RIGHT-OF-WAY)

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 surface adjustment 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 Date 1/28/2020
Registered Professional
Land Surveyor No. 6793



**25-FOOT WIDE
DRAINAGE EASEMENT**

PART OF THE ATRIUM,
A REPLAT OF PART OF LOT 19,
CARROLL ESTATES ADDITION
WILLIAM LOMAX SURVEY, ABSTRACT NO. 792,
TOWN OF ADDISON, DALLAS COUNTY, TEXAS
PAGE 2 OF 2

Pacheco Koch
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'	JAN. 2020	2112-19.055

North: 7043668.3172' East: 2481021.9703'

Segment #1 : Line

Course: N0° 49' 31"W Length: 25.00'
North: 7043693.3146' East: 2481021.6103'

Segment #2 : Line

Course: N89° 34' 30"E Length: 5.00'
North: 7043693.3517' East: 2481026.6101'

Segment #3 : Line

Course: S0° 49' 31"E Length: 25.00'
North: 7043668.3543' East: 2481026.9702'

Segment #4 : Line

Course: S89° 34' 30"W Length: 5.00'
North: 7043668.3172' East: 2481021.9703'

Perimeter: 60.00' Area: 125 Sq. Ft. / (0.003 Acres)
Error Closure: 0.0000 Course: N0° 00' 00"E
Error North: 0.00000 East: 0.00000

Precision 1: 60,000,000.00

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

Instrument Number: 202000296249

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: 202000296249
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