

Electric Utility Easement (Add Name)

1996

STATE OF TEXAS
COUNTY OF DALLAS



After Recording Return To:
John M. Hill
Cowles & Thompson
901 Main Street, Suite 4000
Dallas, Texas 75202

ELECTRIC UTILITY EASEMENT

THE TOWN OF ADDISON, TEXAS, hereinafter referred as Grantor, for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has this day granted and conveyed, and by these presents does hereby Grant and Convey unto Addison Circle One, Ltd., an electric utility easement in, upon and across the land described in Exhibit A attached hereto and incorporated herein.

TO HAVE AND TO HOLD the same perpetually to Addison Circle One, Ltd., its successors and assigns, together with the right and privilege at any and all times to enter said premises, or any part thereof, for the purpose of constructing and maintaining said public utilities, currently located or to be located in said easement.

EXECUTED this the 30th day of JULY, 1996.

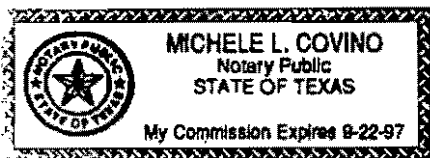
TOWN OF ADDISON, TEXAS

By: Ron Whitehead
Ron Whitehead, City Manager

ACKNOWLEDGMENT

STATE OF TEXAS §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 30th day of JULY, 1996 by Ron Whitehead, City Manager of the Town of Addison, Texas, a Texas municipal corporation, on behalf of the said corporation.



Michele L. Covino
NOTARY PUBLIC, State of Texas

**LAND DESCRIPTION
ELECTRIC EASEMENT**

BEING a tract of land situated in the G.W. Fisher Survey, Abstract No. 482, Town of Addison, Dallas County, Texas, and being a portion of Lot 1, Block 1 of Addison Conference Center-Addison Centre Theatre plat, an addition to the Town of Addison as recorded in Volume 90241, Page 2807 of the Deed Records of Dallas County, Texas, and being more particularly described as follows:

COMMENCING at a one-inch iron rod found at the northwest corner of said Addison Conference Center-Addison Centre Theatre plat, said corner being on the east right-of-way line of Addison Road;

THENCE, North 89 degrees 46 minutes 15 seconds East along the north line of said Addison Conference Center plat a distance of 20.00 feet to the POINT OF BEGINNING;

THENCE, North 89 degrees 46 minutes 15 seconds East continuing along the north line of said Addison Conference Center plat a distance of 272.59 feet to a point for corner;

THENCE, South 64 degrees 27 minutes 58 seconds East a distance of 8.26 feet to a point for corner on an east line of said Addison Conference Center plat;

THENCE, South 00 degrees 13 minutes 46 seconds East along the east line of said Addison Conference Center plat a distance of 11.10 feet to a point for corner;

THENCE, North 64 degrees 27 minutes 58 seconds West a distance of 10.80 feet to a point for corner;

THENCE, South 89 degrees 46 minutes 15 seconds West parallel with the north line of said Addison Conference Center plat a distance of 270.30 feet to a point for corner;

THENCE, North 00 degrees 14 minutes 37 seconds West a distance of 10.00 feet to the POINT OF BEGINNING and CONTAINING 2,809 square feet of land, more or less.

For: Huitt-Zollars, Inc.

 6-11-96

Eric J. Yahoudy
Registered Professional Land Surveyor
Texas Registration No. 4862
Huitt-Zollars, Inc.
3131 McKinney Ave.
Suite 600
Dallas, Texas 75204
(214) 871-3311

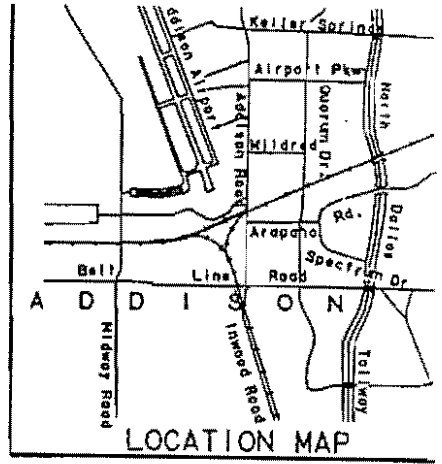
Date: January 11, 1996
Revised: June 10, 1996



1 inch = 100 ft.

A.J. AIROLDI
VOL. 78010, PG. 1121
D.R.D.C.T.

G.W. FISHER SURVEY
ABSTRACT No. 482



POINT OF COMMENCING
1" IRON ROD FOUND
POINT OF BEGINNING

N 89°46'15"E 272.59'

S 89°46'15"W 270.30'

2,809 Sq. Ft.

N 64°27'58"W 10.80'

20' X 20'
ELECTRIC ESM'T.
VOL. 90241, PG. 2807

S 64°27'58"E 8.26'

GAYLORD PROPERTIES, INC.
(FORMERLY OPUBCO PROPERTIES, INC.)
VOL. 82020, PG. 684 & 688
D.R.D.C.T.

S 00°13'46"E 11.10'

FINAL PLAT
LOT 1 BLOCK 1
ADDISON CONFERENCE CENTER-
ADDISON CENTRE THEATRE
VOL. 90241, PG. 2807
D.R.D.C.T.

20' ALLEY AND
UTILITY ESM'T.
VOL. 90241, PG. 2807

MILDRED STREET

50' R.O.W.
VOL. 1, PG. 538

JULIAN'S ADDITION

VOL. 1, PG. 538
M.R.D.C.T.

BASIS OF BEARING:
THE FINAL PLAT OF LOT 1, BLOCK 1
OF THE ADDISON CONFERENCE CENTER-
ADDISON CENTRE THEATRE AS RECORDED
IN VOLUME 90241, PAGE 2807 OF THE DEED
RECORDS OF DALLAS COUNTY, TEXAS.

FOR: HUITT-ZOLLARS, INC.

E. J. Yahoudy 6-11-96
ERIC J. YAHODY
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION No. 4862
DATE: JANUARY 15, 1996
REVISED: JUNE 10, 1996

STATE OF TEXAS
COUNTY OF DALLAS



After Recording Return To:
John M. Hill
Cowles & Thompson
901 Main Street, Suite 4000
Dallas, Texas 75202

THIS AGREEMENT is entered into this 23 day of July, 1996 by and between the Town of Addison, Texas ("Grantor") and Addison Circle One, Ltd. ("Grantee").

RECITALS:

1. Grantor is the owner of Lot 1, Block 1, Addison Conference Center - Addison Centre Theatre, as depicted on the Final Plat thereof recorded in Volume 90241, Page 2807, Deed Records, Dallas County, Texas. Grantee is the owner of that real property described in that document recorded in Volume 82020, Pages 684 and 688, Deed Records, Dallas County, Texas. The two tracts of land are contiguous to one another as depicted on Exhibit A attached hereto and incorporated herein.

2. Grantee has constructed a building on its property adjacent to the Easement Area (as described in Exhibit A). An overhang extends from the roof of the building 3 feet into the yard adjacent to the Easement Area, so that the edge of the overhang is located 1 foot from the property line. As constructed, the overhang is not in compliance with the Uniform Building Code (1991 Edition), which requires that the overhang be located at least (i) 4 feet from the property line or (ii) 4 feet from the centerline of an adjacent public way or easement.

3. The grant of this 10 foot Easement will cause the overhang to lie 6 feet from the centerline of the Easement Area, thereby bringing Grantee's building into compliance with the Uniform Building Code. Grantor also desires to grant this Easement to provide Grantee with certain drainage rights across the Easement Area.

NOW, THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), the mutual promises and covenants herein made, and other good and valuable consideration, the Town of Addison, Texas and Addison Circle One, Ltd. do hereby contract and agree as follows:

1. Incorporation of premises. The above and foregoing premises are true and correct and are incorporated herein and made a part of this Easement Agreement for all purposes.

2. Grant of easement. Grantor has this day granted and conveyed, and by these presents does hereby grant and convey, unto Grantee an easement over and across the tract of land described in Exhibit A (the "Easement Area") attached hereto and incorporated herein for the following purposes:

A. To cause the building constructed by Grantee to comply with the setback requirements of the Uniform Building Code (1991 Edition) as outlined in the premises above; and

B. To construct and maintain storm water drainage facilities in, on, through, and under the Easement Area.

TO HAVE AND TO HOLD the same, together with all and singular the rights thereunto in anywise belonging unto the Grantee, its successors and assigns, for so long as said property is used by Grantee, its successors or assigns, for the purposes of the easement herein granted.

Provided however, that this conveyance is made and accepted subject to the following terms and conditions stated herein.

3. Grantee's rights shall automatically terminate and be of no further force and effect if Grantee, its successors or assigns shall discontinue use of the Easement Area for the purposes described above.

4. In exercising Grantee's rights, Grantee agrees to use best reasonable efforts to prevent and minimize damage and injury to the Easement Area and any improvements thereon and the property appurtenant or adjacent thereto. If in exercising Grantee's rights hereunder, Grantee shall cause any damage, injury or change to the Easement Area or property appurtenant or adjacent thereto, Grantee shall promptly repair and restore the Easement Area. If Grantee shall fail to do so, Grantor may repair and restore the Easement Area and the cost thereof together with interest at the highest rate allowed by law shall be due and payable by Grantee upon demand.

5. This Easement is non-exclusive and Grantor reserves the right to use the Easement Area for any purpose so long as such use does not unreasonably interfere with the permitted use by Grantee.

4. Grantee will not permit or create a nuisance to exist in the exercise and use of the rights and privileges herein granted and, in particular, Grantee shall promptly repair any defect in or damage to the facilities to be placed in the Easement Area.

5. Grantee agrees to indemnify and hold Grantor harmless from any and all liens, liabilities, losses, expenses, damages (including reasonable attorneys fees) and claim for injury or damage to persons or property which result from, arise out of or are attributable to the activities undertaken by Grantee pursuant to the rights and privileges herein granted. This obligation shall survive the termination of this Easement Agreement.

6. This grant is made and accepted subject to all validly existing matters recorded in the official records of Dallas County, Texas.

7. The rights and obligations set forth in this Easement shall bind and inure to the benefit of the successors and assigns of Grantor and Grantee and shall run with land so as to benefit and burden the future owners of any direct or indirect interest in the real property encumbered by this Easement.

EXECUTED this the 30th day of JULY, 1996.

GRANTOR:

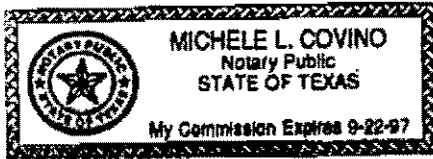
TOWN OF ADDISON, TEXAS

By: Ron Whitehead
Ron Whitehead, City Manager

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 30th day of JULY, 1996 by Ron Whitehead, City Manager of the Town of Addison, Texas, a Texas municipal corporation, on behalf of the said corporation.



Michele L. Covino
NOTARY PUBLIC, State of Texas

ACCEPTED BY: GRANTEE:

ADDISON CIRCLE ONE, LTD.

By: Columbus Realty Trust, General Partner

By: [Signature]

Its: General Partner

**LAND DESCRIPTION
SETBACK, DRAINAGE, AND UTILITY EASEMENT**

BEING a tract of land situated in the G.W. Fisher Survey, Abstract No. 482, Town of Addison, Dallas County, Texas, and being a portion of Lot 1, Block 1 of Addison Conference Center-Addison Centre Theatre plat, an addition to the Town of Addison as recorded in Volume 90241, Page 2807 of the Deed Records of Dallas County, Texas, and being more particularly described as follows:

BEGINNING at a one-inch iron rod found at the most easterly northeast corner of said Addison Conference Center-Addison Centre Theatre plat;

THENCE, South 00 degrees 33 minutes 30 seconds East along the east line of said Addison Conference Center plat a distance of 10.00 feet to a point for corner;

THENCE, South 89 degrees 21 minutes 53 seconds West parallel with a north line of said Addison Conference Center plat a distance of 90.87 feet to a point for corner;

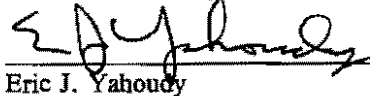
THENCE, North 00 degrees 41 minutes 13 seconds West parallel with an east line of said Addison Conference Center plat a distance of 212.58 feet to a point on a north line of said Addison Conference Center plat;

THENCE, North 89 degrees 18 minutes 47 seconds East along a north line of said Addison Conference Center plat a distance of 10.00 feet to a PK nail found in concrete base of a fence post at the northeast corner of said Addison Conference Center plat;

THENCE, South 00 degrees 41 minutes 13 seconds East along an east line of said Addison Conference Center plat a distance of 202.59 feet to a 1/2 inch iron rod found with "Huitt-Zollars" cap for a corner of said Addison Conference Center plat;

THENCE, North 89 degrees 21 minutes 53 seconds East along a north line of said Addison Conference Center-Addison Centre Theatre plat a distance of 80.89 feet to the POINT OF BEGINNING and CONTAINING 2,935 square feet of land, more or less.

For: Huitt-Zollars, Inc.

 8-14-96

Eric J. Yahoudy

Registered Professional Land Surveyor

Texas Registration No. 4862

Huitt-Zollars, Inc.

3131 McKinney Ave.

Suite 600

Dallas, Texas 75204

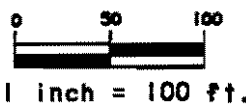
(214) 871-3311

Date: January 11, 1996

Revised: June 10, 1996

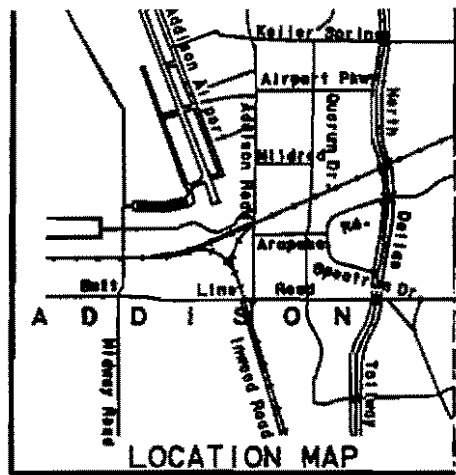
Revised: August 13, 1996

ADDISON ROAD



A.J. AIROLDI
VOL. 78010, PG. 1121
D.R.D.C.T.

GAYLORD PROPERTIES, INC.
(FORMERLY OPUBCO PROPERTIES, INC.)
VOL. 82020, PG. 684 & 688
D.R.D.C.T.



20' X 20'
ELECTRIC ESM'T.
VOL. 90241, PG. 2807

G.W. FISHER SURVEY
ABSTRACT No. 482

FINAL PLAT
LOT 1 BLOCK 1
ADDISON CONFERENCE CENTER-
ADDISON CENTRE THEATRE
VOL. 90241, PG. 2807
D.R.D.C.T.

N 89°18'47"E
10.00'

PK NAIL FOUND
IN CONC. BASE
OF FENCE POST

2,935 Sq. Ft.

N 00°41'13"W
212.88'

S 00°41'13"E
202.59'

N 89°21'53"E
80.88'

POINT OF BEGINNING
1" IRON ROD FOUND

S 89°21'53"W
90.87'

20' ALLEY AND
UTILITY ESM'T.
VOL. 90241, PG. 2807

S 00°33'30"E
10.00'

MILDRED STREET
50' R.O.W.
VOL. 1, PG. 538

JULIAN'S ADDITION
VOL. 1, PG. 538
M.R.D.C.T.

BASIS OF BEARING:
THE FINAL PLAT OF LOT 1, BLOCK 1
OF THE ADDISON CONFERENCE CENTER-
ADDISON CENTER THEATRE AS RECORDED
IN VOLUME 90241, PAGE 2807 OF THE DEED
RECORDS OF DALLAS COUNTY, TEXAS.

LEGEND

•IRF 1/2" IRON ROD FOUND WITH "HUITT-ZOLLARS" CAP

FOR: HUITT-ZOLLARS, INC.

Eric J. Yahoudy 8-14-96
ERIC J. YAHOU DY

REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION No. 4862
DATE: JANUARY 15, 1996
REVISED: JUNE 10, 1996
REVISED: AUGUST 13, 1996

HUITT-ZOLLARS
131 MCKINNEY AVENUE/SUITE 600
DALLAS, TEXAS 214-871-3311

EXHIBIT MAP
SETBACK, DRAINAGE, AND UTILITY
EASEMENT ALONG THE EAST SIDE OF
ADDISON CONFERENCE CENTER-
ADDISON CENTRE THEATRE
TOWN OF ADDISON
DALLAS COUNTY, TEXAS