

**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:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Addison, Texas 75001

**EASEMENT AGREEMENT**

DATE: JANUARY 30, 2015

GRANTOR: WS MQ QUORUM, LLC  
660 STEAMBOAT RD, 3RD FLOOR  
GREENWICH, CT 06830  
( \_\_\_\_\_ County, \_\_\_\_\_ )

GRANTEE: Town of Addison, Texas  
5300 Belt Line Road  
Dallas, Texas 75254  
(Dallas County, Texas)

GRANTOR'S LIENHOLDER(S): AB COMMERCIAL REAL ESTATE DEBT-SSA RL  
BENKASIA COMMERCIAL MORTGAGE

**CONSIDERATION:**

Ten and No/100 Dollars (\$10.00), the benefits flowing to each of the parties hereto, 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 pedestrian connectivity purposes, including the construction, installation, operation, improvement, use, inspection, repair, maintenance, reconstruction, replacement, relocation and removal of sidewalks (including, without limitation, the use of such sidewalk for pedestrian traffic), landscaping, lighting, benches, canopies, shelters, water fountains, irrigation, signs, and related and customary uses and purposes attendant thereto; and for the installation use, inspection, repair, maintenance, reconstruction, replacement, relocation and removal of art, including without limitation sculptures, monuments, statues, posters, and other artforms (all of the above being, collectively, the "Facilities").

**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:** Except as otherwise set forth herein, the following terms and conditions apply to the Easement granted by this instrument:

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

2. *Duration of Easement.* The duration of the Easement is perpetual, except however that it shall terminate in the event of future abandonment of the Facilities by Grantee. For purposes hereof, and for so long as Grantee is the Town of Addison, the Facilities shall be deemed abandoned by Grantee solely upon Grantee's adoption and approval of an ordinance specifically abandoning the Easement and the rights of Grantee set forth herein.

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 (including, without limitation, the right to use the Facilities in the same way that members of the public may use the Facilities) 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.

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 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 or damage or tend to injure or damage the Facilities, or interfere with the installation, construction, reconstruction, maintenance, replacement, repair, upgrading, alteration, protection, inspection, operation, use, or removal thereof. Grantor agrees, for the consideration set forth herein, not to construct or place within the Easement Property any buildings, structures, fences, property, 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, property, 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 shall at its sole cost and expense maintain and keep the Facilities in good order, condition and repair.

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 suits, 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. *Entire Agreement.* This agreement, together with the exhibits attached hereto, contains the entire agreement and understanding between Grantor and Grantee with respect to the subject matter 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 agreement.

12. *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 text of any section. This agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.

13. *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. As of the date of this agreement and pending further notice, notices shall be sent to the following addresses:

To Grantor: WS MQ QUORUM, LLC  
660 STEAMBOAT RD, 3<sup>RD</sup> floor  
GREENWICH, CT 06830  
Attention: AL HARTFIELD

To Grantee: Town of Addison, Texas  
5300 Belt Line Road  
Dallas, Texas 75254  
Attention: City Manager

14. *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.

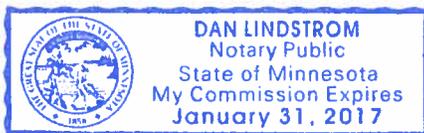
15. *Authorized Persons.* The undersigned persons are the properly authorized representatives of each of the respective parties and have the necessary authority to execute this agreement on behalf of the parties hereto.

#### MISCELLANEOUS:

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

**EXECUTED** effective as of the date first written above.

x   
Notary



GRANTOR

 , AUTHORIZED SIGNATORY

By: WS MQ QUORUM, LLC  
Typed Name: AL HARTFIELD

Title: \_\_\_\_\_

**GRANTEE**

**TOWN OF ADDISON, TEXAS**

By: \_\_\_\_\_  
Lea Dunn, City Manager

STATE OF \_\_\_\_\_ §  
  §  
COUNTY OF \_\_\_\_\_ §

Before me, the undersigned Notary Public, on this day personally appeared \_\_\_\_\_, 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 \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

[SEAL]

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

Print Name: \_\_\_\_\_

Commission expires: \_\_\_\_\_

STATE OF TEXAS §  
  §  
COUNTY OF DALLAS §

Before me, the undersigned Notary Public, on this day personally appeared Lea Dunn, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

[SEAL]

\_\_\_\_\_  
Notary Public, State of Texas

Print Name: \_\_\_\_\_

Commission expires: \_\_\_\_\_

AB Commercial Real Estate Debt - B S.a r.l.

Consent and Subordination by Lienholder

Lienholder, the undersigned (formed and operating under the laws of the State of Luxembourg), whose address is \_\_\_\_\_, as the holder of [a] lien[s] on the Easement Property, consents to the terms of the above grant of Easement, including the terms and conditions of the grant and all provisions of this Easement for Utilities, and Lienholder hereby subordinates its lien[s] to the rights and interests of Grantee (and Grantee's heirs, successors and assigns), so that a foreclosure of the lien[s] (or transfer in lieu of foreclosure, or Lienholder's succession to the interests of Grantor, its successors and assigns, by other means) will not extinguish the rights and interests of the Grantee, its heirs, successors and assigns. The person signing on behalf of Lienholder hereby represents that the person has authority and is duly authorized to sign this Consent and Subordination by Lienholder on behalf of and to bind Lienholder.

c/o Alliance Bernstein LP  
1345 Avenue of the Americas  
39th Floor  
New York, NY 10105

LIENHOLDER: Alliance Bernstein (Luxembourg) S.a r.l.  
on behalf of AB Commercial Real Estate Debt - B S.a r.l.

By: [Signature]  
Typed/printed name: Stephen Malone  
Title: Authorized Signatory

STATE OF PA (KH)  
COUNTY OF Philadelphia

Before me, the undersigned authority, on this day personally appeared Stephen Malone, 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.

[SEAL] Given under my hand and seal of office this 11th day of February, 2015.

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Kevin Warren Harris, Notary Public  
Lower Merion Twp., Montgomery County  
My Commission Expires Jan. 2, 2018  
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

Kevin Warren Harris (KH)  
Notary Public, State of Pennsylvania  
Print Name: Kevin Warren Harris  
My commission expires: January 2, 2018

**EXHIBIT "A"**

*[description of the Easement Property]*

**10' SIDEWALK, PEDESTRIAN ACCESS & PUBLIC ART EASEMENT  
PART BLOCK 1, MARRIOT AT THE QUORUM  
J. PANCOAST SURVEY, ABSTRACT NO. 1146  
G. W. FISHER SURVEY, ABSTRACT NO. 482  
CITY OF ADDISON, DALLAS COUNTY, TEXAS**

Being a tract or parcel of land situated in the J. Pancoast Survey, Abstract No. 1146 and G. W. Fisher Survey, Abstract No. 482, City of Addison, Dallas County, Texas, being a part of Block 1, Marriot at the Quorum, an addition to the City of Addison according to the plat recorded in Volume 82111, Page 2578, Deed Records, Dallas County, Texas, and being part of a tract of land conveyed to WS MQ Hotel LLC by Special Warranty Deed recorded in Instrument No. 201300382364, Official Public Records, Dallas County, Texas, and being more particularly described as follows:

**BEGINNING** at a chiseled "X" in concrete set for corner on the west line of Quorum Drive (variable width right-of-way), said corner being the westerly common corner of said Block 1 and a tract of land conveyed to General Electric Credit Equities Inc. by Special Warranty Deed recorded in Instrument No. 201000202252, Official Public Records, Dallas County, Texas, from which a chiseled "X" in concrete found bears North 60° 22' 06" West a distance of 0.65 feet;

**THENCE** North 89° 16' 25" East, departing the east line of said Quorum Drive, along the common line between said General Electric Credit Equities tract and Block 1 a distance of 11.04 feet to a chiseled "X" in concrete set for corner at the beginning of a non-tangent curve to the right;

**THENCE** in a southeasterly direction, 10 feet east of and parallel to the east line of said Quorum Drive, along said non-tangent curve to the right whose chord bears South 05° 52' 56" East a distance of 452.71 feet, having a radius of 672.11 feet, a central angle of 39° 21' 44" and an arc length of 461.74 feet to a 1/2" iron rod with yellow plastic cap stamped "RLG INC" set for corner at the end of said non-tangent curve to the right;

**THENCE** South 13° 47' 56" West, 10 feet east of and parallel to the east line of said Quorum Drive, a distance of 186.92 feet to a 1/2" iron rod with yellow plastic cap stamped "RLG INC" set for corner in the north line of The Quorum, an addition to the City of Addison according to the plat recorded in Volume 84072, Page 4851, Deed Records, Dallas County, Texas, said rod being on the south line of said Block 1;

**THENCE** South 89° 16' 25" West along the common line between said The Quorum and said Block 1 a distance of 10.33 feet to a 1/2" iron rod with yellow plastic cap stamped "RLG INC" set for corner for the westerly common corner of said The Quorum and Block 1, said rod being on the east line of said Quorum Drive;

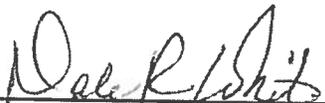
**THENCE** North 13° 47' 56" East along the east line of said Quorum Drive a distance of 189.51 feet to a 1/2" iron rod with yellow plastic cap stamped "RLG INC" set for corner at the beginning of a tangent curve to the left;

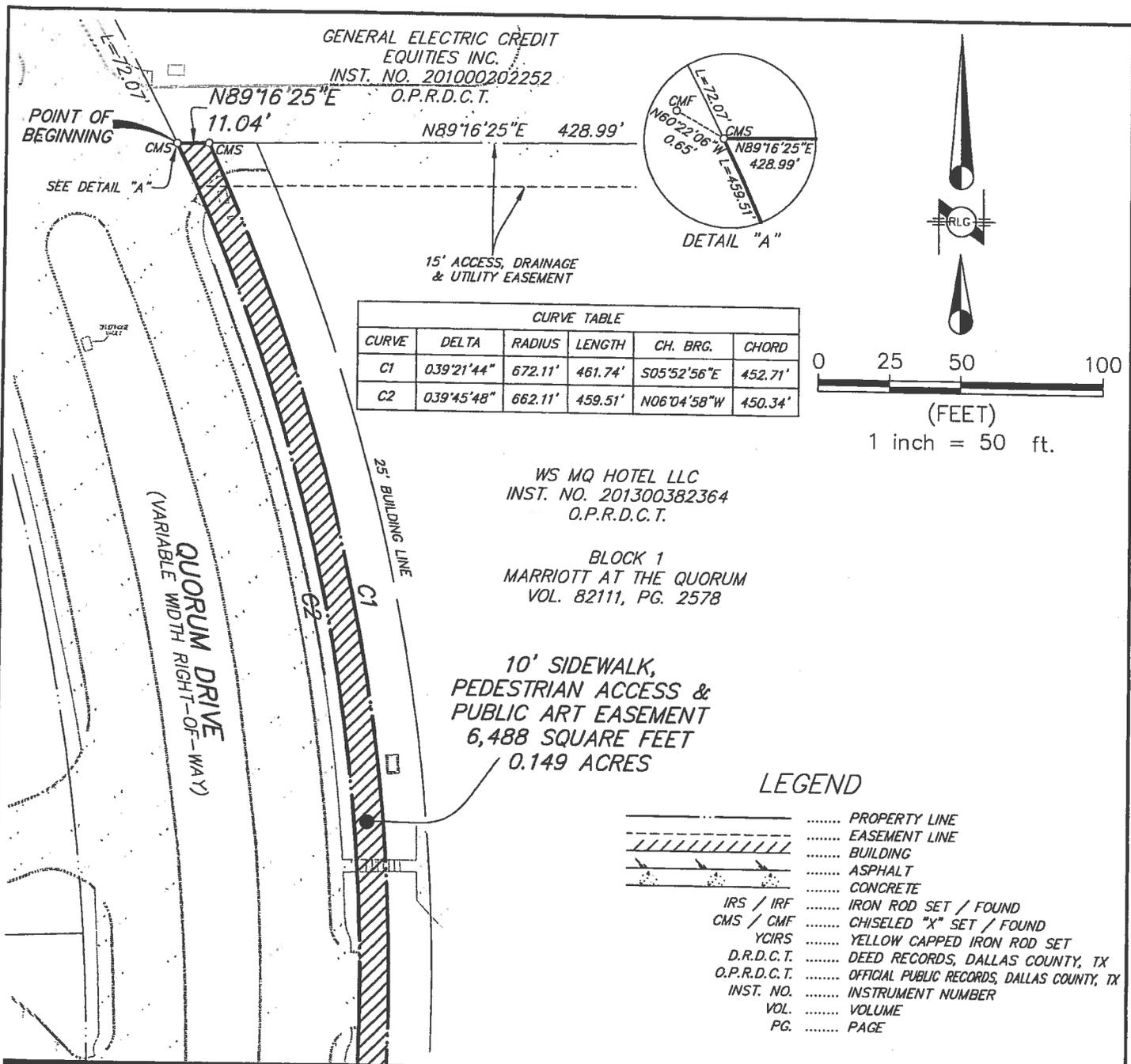
**10' SIDEWALK, PEDESTRIAN ACCESS & PUBLIC ART EASEMENT  
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G. W. FISHER SURVEY, ABSTRACT NO. 482  
CITY OF ADDISON, DALLAS COUNTY, TEXAS**

**THENCE** in a northwesterly direction continuing along the east line of said Quorum Drive and along said tangent curve to the left whose chord bears North 06° 04' 58" West a distance of 450.34 feet, having a radius of 662.11 feet, a central angle of 39° 45' 48" and an arc length of 459.51 feet to the **POINT OF BEGINNING** and containing 6,488 square feet or 0.149 acres, more or less.

**BASIS OF BEARINGS: STATE PLANE COORDINATES, TEXAS NORTH CENTRAL ZONE,  
NAD 83, REAL-TIME KINEMATIC OBSERVATION USING CITY OF ADDISON CONTROL  
POINT NO. COA-5.**



  
Dale R. White R.P.L.S. No. 4762  
11/25/2014



MATCH LINE SHEET 4

BASIS OF BEARINGS: STATE PLANE COORDINATES,  
TEXAS NORTH CENTRAL ZONE, NAD 83,  
REAL-TIME KINEMATIC OBSERVATION USING CITY  
OF ADDISON CONTROL POINT NO. COA-5.

CONTROLLING MONUMENTS: CMF AT THE  
NORTHEAST CORNER OF LOT 1, BLOCK 3,  
QUORUM PER PLAT RECORDED IN INST. NO.  
200600064801, O.P.R.D.C.T. AND 1/2" IRF AT  
THE SOUTHWEST CORNER OF PLAZA AT THE  
QUORUM II PER PLAT RECORDED IN VOLUME  
81172, PAGE 273, D.R.D.C.T.

RAYMOND L. GOODSON JR., INC.  
5445 LA SIERRA, STE 300, LB 17  
DALLAS, TX. 75231-4138  
214-739-8100  
rlg@rlginc.com  
TEXAS PE REG #F-493  
TBPLS REG #100341-00

**10' SIDEWALK, PEDESTRIAN  
ACCESS & PUBLIC ART EASEMENT  
PART OF BLOCK 1, MARRIOTT AT THE QUORUM  
J. PANCOAST SURVEY, ABSTRACT NO. 1146  
G. W. FISHER SURVEY, ABSTRACT NO. 482  
CITY OF ADDISON, DALLAS COUNTY, TEXAS**

SCALE	1" = 50'	DATE	10-31-2014	SHEET	3 OF 4
JOB NO.	13054.10	E-FILE	13054ex3.dwg	DWG NO.	26,103X

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CH. BRG.	CHORD
C1	039°21'44"	672.11'	461.74'	S05°52'56"E	452.71'
C2	039°45'48"	662.11'	459.51'	N06°04'58"W	450.34'



(FEET)  
1 inch = 50 ft.

WS MQ HOTEL LLC  
INST. NO. 201300382364  
O.P.R.D.C.T.

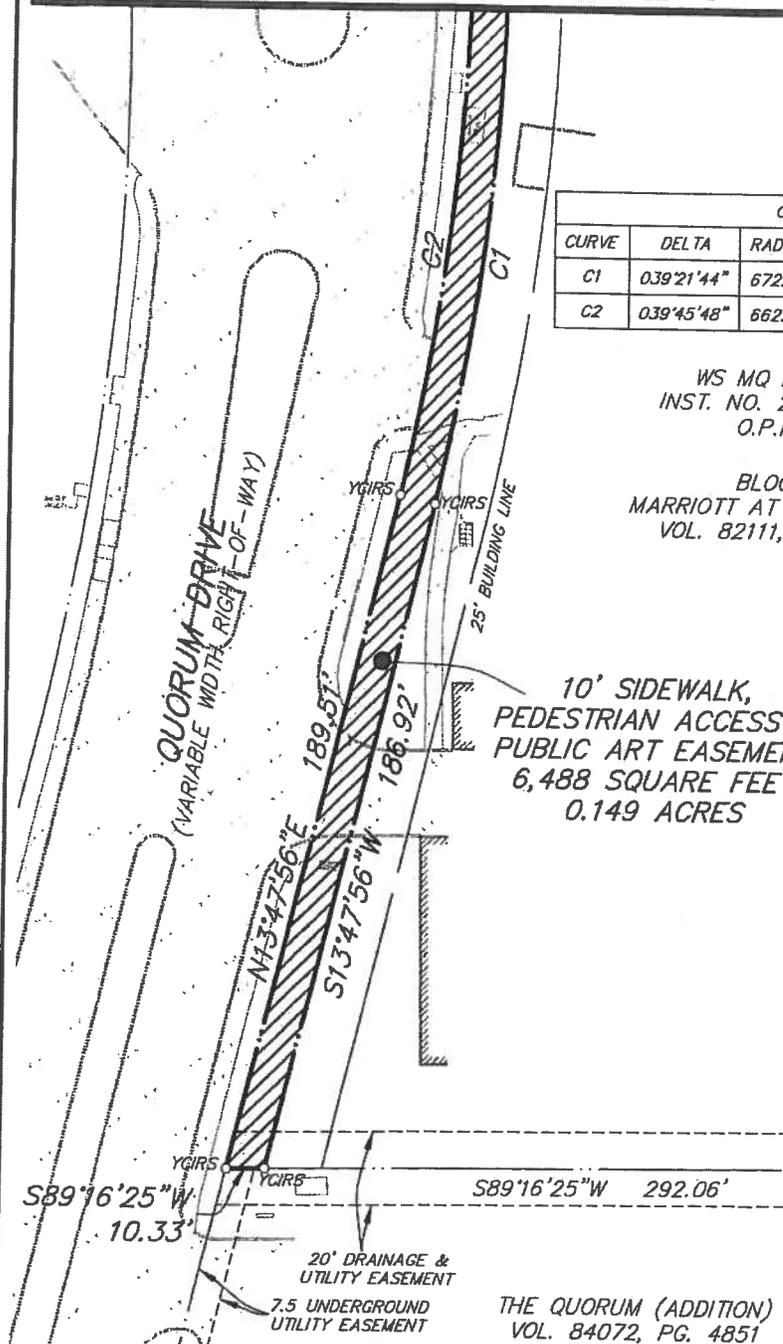
BLOCK 1  
MARRIOTT AT THE QUORUM  
VOL. 82111, PG. 2578



*Dale R. White*  
DALE R. WHITE R.P.L.S. NO. 4762  
11/25/2014

LEGEND

- ..... PROPERTY LINE
- EASEMENT LINE
- ////// BUILDING
- ..... ASPHALT
- ..... CONCRETE
- IRS / IRF ..... IRON ROD SET / FOUND
- CMS / CMF ..... CHISELED "X" SET / FOUND
- YCIRS ..... YELLOW CAPPED IRON ROD SET
- D.R.D.C.T. .... DEED RECORDS, DALLAS COUNTY, TX
- O.P.R.D.C.T. .... OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TX
- INST. NO. .... INSTRUMENT NUMBER
- VOL. .... VOLUME
- PG. .... PAGE



THE QUORUM (ADDITION)  
VOL. 84072, PG. 4851

BASIS OF BEARINGS: STATE PLANE COORDINATES,  
TEXAS NORTH CENTRAL ZONE, NAD 83,  
REAL-TIME KINEMATIC OBSERVATION USING CITY  
OF ADDISON CONTROL POINT NO. COA-5.

CONTROLLING MONUMENTS: CMF AT THE  
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200600064801, O.P.R.D.C.T. AND 1/2" IRF AT  
THE SOUTHWEST CORNER OF PLAZA AT THE  
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SCALE	1" = 50'	DATE	10-31-2014	SHEET	4 OF 4
JOB NO.	13054.10	E-FILE	13054ex3.dwg	DWG NO.	26,103X