

**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:**          FEB 11  , 2015

**GRANTOR:** BKK ENTERPRISES, LTD.  
14840 Landmark Blvd., Suite 200  
Dallas, Texas 75254  
(Dallas County, Texas)

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

**GRANTOR'S LIENHOLDER(S):** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**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").

## **EXCEPTIONS TO CONVEYANCE AND WARRANTY:**

All validly existing and recorded easements, rights-of-way, prescriptive rights, restrictions, reservations, covenants, conditions, rights of parties in possession, leases, oil and gas leases, mineral severances and other instruments that affect the Easement Property; rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts or shortages in area or boundary lines; and any encroachments or overlapping of improvements.

GRANTEE ACCEPTS THE EASEMENT PROPERTY "AS IS, WHERE IS AND WITH ALL FAULTS" AND WITH ALL LATENT OR PATENT DEFECTS. GRANTEE ACKNOWLEDGES THAT THE PURCHASE PRICE REFLECTS AND TAKES INTO ACCOUNT THAT THE EASEMENT PROPERTY IS BEING SOLD "AS IS, WHERE IS AND WITH ALL FAULTS." IN ADDITION, GRANTOR WILL HAVE NO OBLIGATION TO PROVIDE ANY REPAIRS, ALTERATIONS OR IMPROVEMENTS TO THE EASEMENT PROPERTY. GRANTEE SPECIFICALLY ACKNOWLEDGES AND AGREES THAT GRANTEE IS NOT RELYING ON ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, FROM GRANTOR OR ANY PARTNER, MEMBER, MANAGER, SHAREHOLDER, OFFICER OR DIRECTOR OF GRANTOR OR FROM ANY EMPLOYEE, ATTORNEY, AGENT OR REPRESENTATIVE OF GRANTOR AS TO ANY MATTER CONCERNING THE EASEMENT PROPERTY INCLUDING, WITHOUT LIMITATION (1) THE QUALITY, NATURE, HABITABILITY, MERCHANTABILITY, USE, OPERATION, VALUE, MARKETABILITY, ADEQUACY OR PHYSICAL CONDITION OF THE EASEMENT PROPERTY OR ANY ASPECT OR PORTION THEREOF, (2) THE ZONING OR OTHER LEGAL STATUS OF THE EASEMENT PROPERTY OR ANY OTHER PUBLIC OR PRIVATE RESTRICTIONS ON THE USE OF THE EASEMENT PROPERTY, (3) THE COMPLIANCE OF THE EASEMENT PROPERTY OR ITS OPERATION WITH ANY APPLICABLE CODES, LAWS, REGULATIONS, STATUTES, ORDINANCES, COVENANTS, CONDITIONS OR RESTRICTIONS OF ANY GOVERNMENTAL AUTHORITY OR OF ANY OTHER PERSON OR ENTITY (INCLUDING, WITHOUT LIMITATION, THE AMERICANS WITH DISABILITIES ACT), OR (4) THE PRESENCE OR ABSENCE OF HAZARDOUS MATERIALS ON, IN, UNDER, ABOVE OR ABOUT THE EASEMENT PROPERTY OR ANY ADJOINING OR NEIGHBORING EASEMENT PROPERTY.

**GRANT OF EASEMENT:** Grantor, for the Consideration described above and subject to the Exceptions to Conveyance and 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 Exceptions to Conveyance and 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. *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. However, before exercising that right, Grantee shall give Grantor written notice thereof ("encroachment notice"), which encroachment notice shall describe the encroachment to be eliminated, and Grantor shall have 10 days after the encroachment notice is delivered to Grantor to provide written notice to Grantee of any objections that Grantor has to such elimination. If Grantor gives such written notice, Grantee shall reasonably consider such objections prior to eliminating the encroachment that is the subject of the notice and, to the extent practicable as determined by Grantee, shall modify its plan of elimination to seek to address Grantor's objections. The requirement of an encroachment notice do not apply to Grantee's initial installation and construction of the Facilities.

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, which consent shall not be unreasonably withheld. 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.

5. *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.

6. *Binding Effect.* This agreement binds and inures to the benefit of the parties and their respective heirs, successors, and permitted assigns.

7. *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.

8. *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.

9. *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.

10. *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.

11. *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.

12. *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:** BKK ENTERPRISES, LTD.  
14840 Landmark Blvd., Suite 200  
Dallas, Texas 75254

\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

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

13. *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.

14. *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.

**GRANTOR**

BKK ENTERPRISES, LTD., a Texas limited  
partnership

--

BKK Enterprises I, Inc., a Texas  
corporation, its general partner

By:   
Typed Name: C. MIKE KIM



**Consent and Subordination by Lienholder**

Lienholder, the undersigned \_\_\_\_\_ (formed and operating under the laws of the State of \_\_\_\_\_), 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.

**LIENHOLDER:**

\_\_\_\_\_

By: \_\_\_\_\_

Typed/printed name: \_\_\_\_\_

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

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

Before me, the undersigned authority, 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.

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

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

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

My commission expires: \_\_\_\_\_

**EXHIBIT "A"**

*[description of the Easement Property]*

10' SIDEWALK, PEDESTRIAN ACCESS & PUBLIC ART EASEMENT  
PART BLOCK 2, QUORUM WEST  
J. PANCOAST SURVEY, ABSTRACT NO. 1146  
CITY OF ADDISON, DALLAS COUNTY, TEXAS

ORIGINAL

Being a tract or parcel of land situated in the J. Pancoast Survey, Abstract No. 1146, City of Addison, Dallas County, Texas, being part of a tract of land conveyed to BKK Enterprises, LTD. by Assumption Special Warranty Deed recorded in Volume 96183, Page 3278, Deed Records, Dallas County, Texas, and being a part of Block 2, Quorum West, an addition to the City of Addison according to the plat recorded in Volume 81005, Page 1454, Deed Records, Dallas County, Texas, and being more particularly described as follows:

**BEGINNING** at a 1/2" iron rod with yellow plastic cap stamped "RLG INC" set for corner on the east line of Landmark Boulevard (80 foot right-of-way), said rod being the southwest corner of said BKK Enterprises tract and the northwest corner of Block 2, Quorum West Addition, an addition to the City of Addison according to the plat recorded in Volume 84113, Page 1816, Deed Records, Dallas County, Texas;

**THENCE** North 01° 58' 41" East along the east line of said Landmark Boulevard a distance of 234.78 feet to a 1/2" iron rod with yellow plastic cap stamped "RLG INC" set for corner, said rod being the northwest corner of said BKK Enterprises tract and the southwest corner of a tract of land conveyed to Firewalls Real Estate, Ltd. by Special Warranty Deed recorded in Volume 2004250, Page 5989, Official Public Records, Dallas County, Texas;

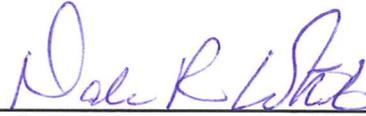
**THENCE** North 87° 58' 37" East, departing the east line of said Landmark Boulevard, along the common line between said Firewalls Real Estate tract and said BKK Enterprises tract a distance of 10.02 feet to a 1/2" iron rod with yellow plastic cap stamped "RLG INC" set for corner;

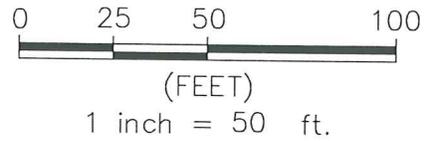
**THENCE** South 01° 58' 41" West, 10 feet east of and parallel to the east line of said Landmark Boulevard, a distance of 234.78 feet to a 1/2" iron rod with yellow plastic cap stamped "RLG INC" set for corner on the common line between said Block 2 and said BKK Enterprises tract;

**THENCE** South 87° 58' 35" West along the common line between said Block 2 and said BKK Enterprises tract, a distance of 10.02 feet to the **POINT OF BEGINNING** and containing 2,348 square feet or 0.054 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

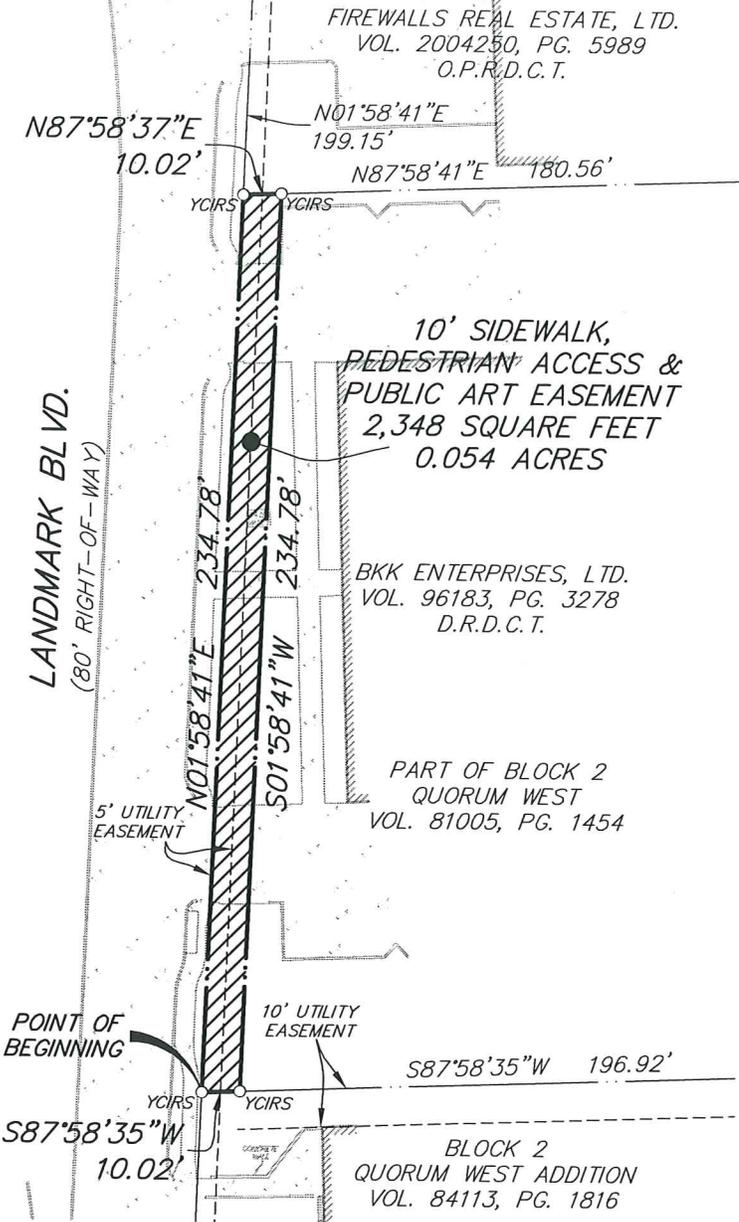


*Dale R. White*

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



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 2, QUORUM WEST  
J. PANCOAST SURVEY, ABSTRACT NO. 1146  
CITY OF ADDISON, DALLAS COUNTY, TEXAS**

SCALE	1" = 50'	DATE	10-31-2014	SHEET	2 OF 2
JOB NO.	13054.10	E-FILE	13054ex6.dwg	DWG NO.	26,106X