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After Recording Return To:

**Real Estate Manager
Addison Airport
16051 Addison Road, Suite 220
Addison, Texas 75001**

TEMPORARY CONSTRUCTION EASEMENT

STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF DALLAS §

WHEREAS, the **Town of Addison**, Texas, a Texas home-rule municipality (“Grantor”), is the record title owner of the Addison Airport, a description of which is set forth in Exhibit A attached hereto and incorporated herein (the “Airport”); and

WHEREAS, Grantor and **Sky B&B, LLC**, a Texas limited liability company, whose address is 3778 Oak Lawn Avenue, Dallas, Texas 75219, Dallas, Dallas County, Texas (“Grantee”), have entered into a certain Ground Lease Agreement dated April 23, 2014 (the “Ground Lease”, a complete copy of which is available in the Grantor’s archives) wherein, among other things, Sky B&B agrees to construct certain Building Improvements on the Demised Premises (as each term is defined in the Ground Lease) subject to the Ground Lease; and

WHEREAS, Grantor owns and controls two tracts of land adjacent to and abutting the demised premises shown and more fully described in Exhibit B (“Easement Area 1”) and Exhibit C (“Easement Area 2”) (collectively referred to the “Easements Areas”) attached hereto and made a part hereof for all purposes; and

WHEREAS, it is necessary for Grantee, its successors and assigns (including by and through third parties and third party contractors) to use and access the Easement Areas in connection with Grantee’s construction, placement, location, and installation of the Building Improvements and for the temporary storage of Grantee’s construction materials and equipment used in connection with constructing the Building Improvements and, Grantor has agreed to provide Grantee, its successors, assigns and third parties, the temporary use of the Easement Areas necessary for the construction and installation of the Building Improvements and storage of Grantee’s materials and equipment as set forth herein.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt and sufficiency of which are hereby acknowledged, Grantor does by these presents Grant and Convey

unto Grantee, its successors and assigns, a temporary construction easement and right to pass over, through, across and under the Easement Areas for the purposes set forth below.

The temporary construction easement shall only be used by Grantee, its successors and assigns, and their third-party contractors and subcontractors in connection with the construction, placement, location, and installation of the Building Improvements and for the storage of Grantee's materials and equipment in connection therewith. Further, Grantee, its successors and assigns, shall restore the Easement Areas (or as otherwise agreed to in writing by Grantor) to the condition that existed immediately prior it commencing construction of the Building Improvements and, or storage of Grantee's materials and equipment.

This temporary easement shall automatically expire on the earlier to occur of: (1) Final Completion as defined in the Ground Lease of construction, placement, location, and installation of the Building Improvements; or (2) upon such time Grantee agrees to surrender the need and requirement of one or both of Easement Area 1 or Easement Area 2.

The above and foregoing recitals and premises are incorporated into and made a part of this Temporary Construction Easement for all purposes.

TO HAVE AND TO HOLD unto the Town of Addison, Texas, its successors and assigns, as aforesaid, for the purposes and on the conditions set forth hereinabove, the easement and Easement Areas described above.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2014.

GRANTOR:

Town of Addison

Lea Dunn, City Manager

STATE OF TEXAS §

COUNTY OF DALLAS §

Before me, the undersigned authority, 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 [s]he executed the same for the purposes and consideration therein expressed.

[SEAL] Given under my hand and seal of office this _____ day of _____, 2014.

Notary Public, State of Texas
Print Name: _____

My commission expires: _____

**EXHIBIT A
TO TEMPORARY CONSTRUCTION EASEMENT**

[attach description of Addison Airport]

**EXHIBIT B
TO TEMPORARY CONSTRUCTION EASEMENT**

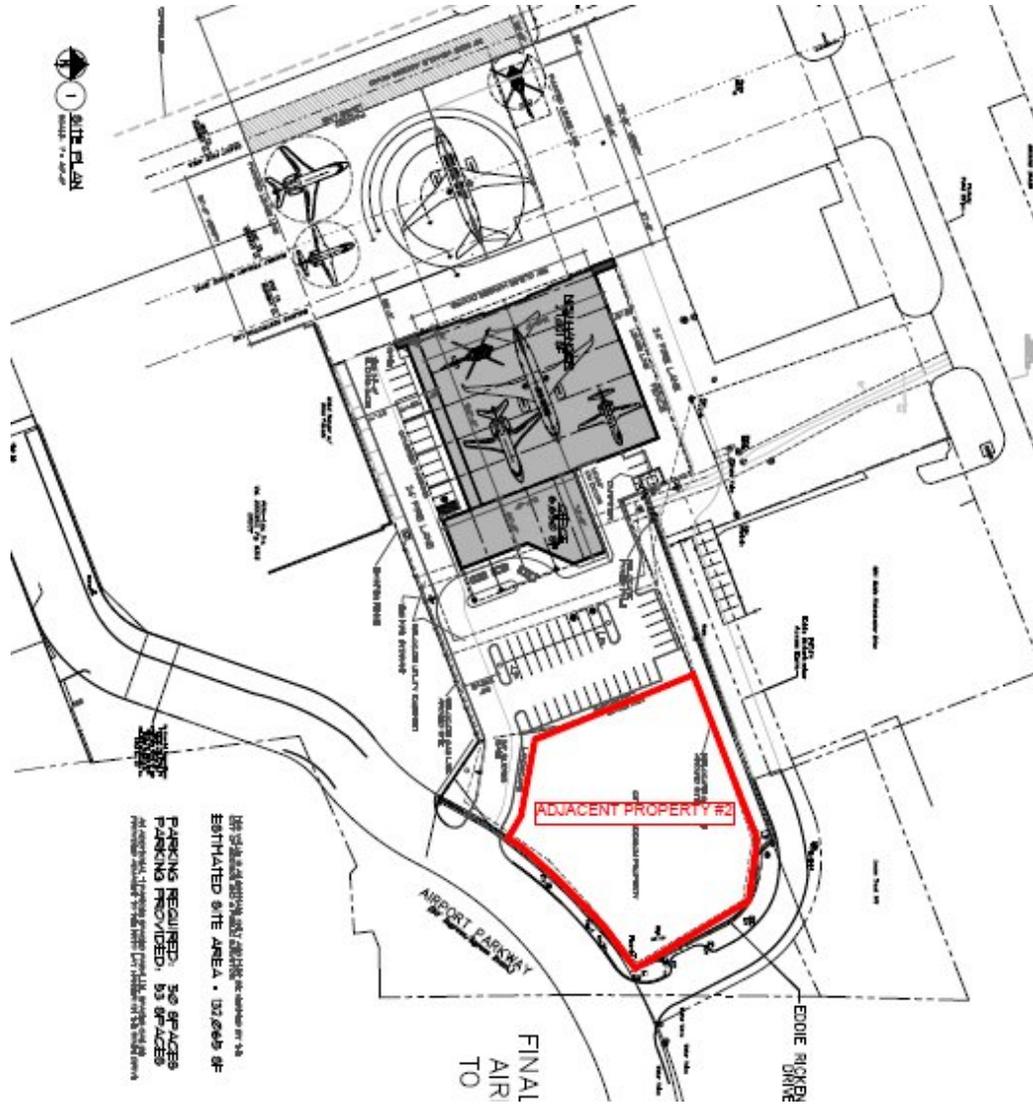
Easement Area 1

[attach description of Easement Area 1]

Note: Easement Area 1: is intended to be the same 24' wide Utility Easement required adjacent to and north of the Sky B&B lease boundary. The description is to be provided by the engineers.

**EXHIBIT C
TO TEMPORARY CONSTRUCTION EASEMENT**

Easement Area 2



Shown Here as “Adjacent Property #2”