STATE OF TEXAS  §  
§  
COUNTY OF DALLAS §  

PERMANENT PUBLIC ART EASEMENT

DATE: August 9, 2019

GRANTOR: PPF AMLI Quorum Dr LLC  
5057 Keller Springs Rd, Suite 250  
Dallas, Texas 75001  
(Dallas County, Texas)

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

GRANTOR’S LIENHOLDER(S): None.

CONSIDERATION: Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

EASEMENT PROPERTY: See Exhibit A attached hereto and incorporated herein by reference.

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, ground leases, oil and gas leases, mineral severances and other instruments that affect or relate in any way to 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 (collectively, the “Permitted Exceptions”).

GRANTOR, for the CONSIDERATION paid to GRANTOR, hereby GRANTS, SELLS, AND CONVEYS to GRANTEE, its successors and assigns, a non-exclusive, perpetual easement (the “Easement”) for the public use for public art exhibits (“Art”) upon that portion of the Easement Property more fully described in Exhibit A attached hereto and incorporated herein for all pertinent purposes, such access to be used for public access and art installation; together with the right and privilege of GRANTEE to at any and all times to enter the Easement Property, or any part thereof, for the purpose of maintaining, replacing, and repairing the Easement Property, for use by the public for Art.
TO HAVE AND TO HOLD the above-described Easement, together with all and singular the rights and appurtenances thereto in anywise belonging unto GRANTEE, and GRANTEE’s successors and assigns forever, subject to the Permitted Exceptions; and GRANTOR does hereby bind itself and its successor and assigns to WARRANT AND FOREVER DEFEND all and singular the easement unto GRANTEE, its successor and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, subject to the Permitted Exceptions.

In the event GRANTOR fails to maintain, replace or repair the Easement Property, and GRANTEE elects to enter the Easement Property, or any part thereof, for the purpose of maintaining, replacing and repairing the Easement Property, as provided above, GRANTEE agrees to use reasonable efforts to permit free and unobstructed vehicular and pedestrian ingress to, and egress from, the real property, buildings and other and related structures, fixtures and improvements located adjacent to the Easement Property and owned by GRANTOR, GRANTOR’S tenants and/or others (the “Adjacent Property”) on, over and across any driveways, or the paving or curbing within or associated with any driveways, located on the Easement Property (collectively, the “Driveway Areas”). GRANTEE agrees to use reasonable efforts to conduct any such maintenance, replacement, and repair activities by or on behalf of GRANTEE within the Easement Property in such manner as will avoid any unnecessary interruption or loss of use of the Driveway Areas or the Adjacent Property by, or inconvenience to, GRANTOR or any other persons or entities having the right to use such Driveway Areas and/or the Adjacent Property.

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

EXECUTED effective as of the date first written above.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]
GRANTEE:

TOWN OF ADDISON, TEXAS

By: ____________________________
    Wesley S. Pierson, City Manager

STATE OF TEXAS §

COUNTY OF DALLAS §

Before me, the undersigned Notary Public, on this day personally appeared Wesley S. Pierson, City Manager of the TOWN OF ADDISON, TEXAS, 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 and as the act and deed of said town.

Given under my hand and seal of office this _____ day of August, 2019.

______________________________
Notary Public, State of Texas

[SEAL]
GRANTOR:

PPF AMLI Quorum Dr LLC
a Delaware Limited Liability company

By: ____________________________
Name: Taylor Bowen
Title: Executive Vice President & COO

STATE OF TEXAS

COUNTY OF DALLAS

Before me, the undersigned Notary Public, on this day personally appeared Taylor Bowen, V.P. of, AMLI Quorum, a Texas Limited Liability Company, 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 and as the act and deed of said corporation and limited liability company.

Given under my hand and seal of office this 5th day of August, 2019.

DENISE LYNETTE JACKSON EALY
Notary Public State of Texas
Comm. Expires 12-03-2021
Notary ID# 12405953-4

Notary Public, State of Texas

[SEAL]

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]
EXHIBIT A to Public Art Easement

[Description of the Easement Property Attached]
TAX CERTIFICATE

JOHN R. AMES, CTA
DALLAS COUNTY TAX ASSESSOR/COLLECTOR
1201 Elm Street, Suite 2600
Dallas, Texas 75270

Issued To:  
PPF AMI QUORUM DR LLC
5057 KELLER SPRINGS RD STE 250
ADDISON, TX 75001-6912

Legal Description  
QUORUM NORTH
BLK 3 ACS 4.9798
INT201700063152 DD0302017 CO-DC
0009299368000 31000092993

Parcel Address: 5015 SPECTRUM DR, CA
Legal Acres: .000

Account Number: 100-052-400-30000000
Certificate No: 93764
Certificate Fee: $10.00 CREDIT

Print Date: 05/09/2019 02:18:16 PM
Paid Date: 05/09/2019
Issue Date: 05/09/2019
Operator ID: TARSHA_LESUEUR

TAX CERTIFICATES ARE ISSUED WITH THE MOST CURRENT INFORMATION AVAILABLE. ALL ACCOUNTS ARE SUBJECT TO CHANGE PER SECTION 26.15 AND 114.3(I) OF THE TEXAS PROPERTY TAX CODE. THIS IS TO CERTIFY THAT ALL TAXES DUE ON THE ABOVE DESCRIBED PROPERTY HAVE BEEN EXAMINED, UP TO AND INCLUDING THE YEAR 2018. ALL TAXES ARE PAID IN FULL.

Exemptions:

Certified Owner:  
PPF AMI QUORUM DR LLC
5057 KELLER SPRINGS RD STE 250
ADDISON, TX 75001-6912

Certified Tax Unit(s):
1002 DALLAS COUNTY
1021 PARKLAND HOSPITAL
1031 DALLAS COUNTY COMMUNITY COLI
1041 SCHOOL EQUALIZATION
1102 DALLAS ISD
1201 TOWN OF ADDISON

2018 Value: 3,536,820
2018 Levy: $92,612.88
2018 Levy Balance: $0.00
Prior Year Levy Balance: $0.00
Total Levy Due: $0.00
P&I + Attorney Fee: $0.00
Total Amount Due: $0.00

Reference (GF) No: N/A
Issued By:  
JOHN R. AMES, CTA
DALLAS COUNTY TAX ASSESSOR/COLLECTOR

Tarsha LeSueur

53.1.88