

TOWN OF ADDISON, TEXAS

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING A LICENSE AGREEMENT BETWEEN THE TOWN OF ADDISON AND ELAN ADDISON GROVE APARTMENTS OWNER, L.P., TO ALLOW USE OF THE DRAINAGE AND DETENTION EASEMENT AND RIGHT-OF-WAY FOR CONSTRUCTION OF RETAINING WALL AND SIGNAGE, AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT, AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS:

**Section 1.** The License Agreement between the Town of Addison and Elan Addison Grove Apartments Owner, L.P., to allow use of the drainage and detention easement and right-of-way for retaining wall and signage, a copy of which is attached to this Resolution as **Exhibit A**, is hereby approved. The City Manager is hereby authorized to execute the agreement.

**Section 2.** This Resolution shall take effect from and after its date of adoption.

**PASSED AND APPROVED** by the City Council of the Town of Addison, Texas this the 10<sup>th</sup> day of March, 2020.

\_\_\_\_\_  
Joe Chow, Mayor

ATTEST:

By: \_\_\_\_\_  
Irma Parker, City Secretary

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Brenda N. McDonald, City Attorney

**EXHIBIT A**

STATE OF TEXAS           §  
  §                                   **LICENSE AGREEMENT**  
COUNTY OF DALLAS   §

This LICENSE AGREEMENT (this “**Agreement**”) is entered into as of this 28 day of February, 2020, by and between the TOWN OF ADDISON, TEXAS, a Texas home rule municipality (the “**City**”) and ELAN ADDISON GROVE APARTMENTS OWNER, L.P., a Delaware limited partnership (“**Licensee**”) (the City and Licensee are sometimes referred to herein together as “**Parties**” and individually as a “**Party**”).

**RECITALS**

A. Licensee is the owner of record of that certain real property (the “**Property**”) located in the city and more particularly described in **Exhibit A** attached hereto and incorporated herein by reference.

B. City holds certain easements for utility purposes (the “**Easements**”) under and through a portion of the Property as shown and dedicated to City on **Exhibit A**.

C. Licensee desires to construct retaining walls and any signs approved by the Town of Addison (collectively, the “**Facilities**”) over and upon the area encumbered by the Easements as further described on **Exhibit A** (such area, as may be revised pursuant to this Agreement, the “**License Area**”). A description of the Facilities is contained in **Exhibit B**, attached hereto and incorporated herein.

D. In exchange for granting Licensee authorization to construct and maintain the Facilities over and upon the License Area, City requires Licensee to enter into this Agreement.

E. This Agreement is solely intended for the protection and well-being of City’s existing utilities within the License Area (the “**Utilities**”). This Agreement is in no way associated with or in reference to other easements in favor of the City lying outside of the License Area or other easements not owned by City that may be affected by development of the Facilities.

**AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

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

2. **Grant of License.** Subject to Paragraph 10 below, the City does hereby grant to Licensee a revocable license to construct, maintain, repair, reconstruct, and replace the Facilities over and upon the License Area.

## EXHIBIT A

The license hereby granted is subject to and shall be used by Licensee in accordance with the terms and conditions of this Agreement, and with the City Charter and all applicable laws, ordinances, rules, regulations, codes, policies, and standards of the City and of any other governmental entity, agency, or authority having jurisdiction over the License Area or any matter covered by this Agreement (whether in effect on the Effective Date or as adopted or enacted thereafter) (collectively, “**Applicable Law**”), including those related to health, safety, noise, environmental protection, waste disposal, and water and air quality, and shall provide reasonable evidence of compliance with Applicable Law satisfactory to the City upon the written request of the City. In no event shall Licensee have the right to use the License Area for any purpose other than as set forth in this Agreement, unless City has provided its prior written consent to such use.

Not by way of limitation of the foregoing, City reserves the right to approve the final plans and specifications for the Facilities for the limited purpose of confirming that (i) the Facilities would not reasonably be expected to jeopardize the physical integrity of the Utilities, and (ii) City will have reasonable access to the Utilities to perform maintenance and repair activities as may be reasonably necessary from time to time.

Notwithstanding any other provision of this Agreement, it is understood that the License Area shall mean the portion of the Easement upon and over which the Facilities are actually constructed and maintained.

3. Non-exclusive license. The license granted by this Agreement is not exclusive, and is subject and subordinate to: (a) the right of the City to use the License Area for any purpose needed by the City, including the right to make any repairs, modifications, or other changes to the License Area or to any area contiguous or adjacent to the License Area; (b) any existing utility, drainage, or communication facility, or any other similar facility, located within, on, under, over, or upon the License Area; (c) all vested rights presently owned by any utility, communication, or other company; (d) any existing license, lease, easement, or other interest heretofore granted by the City; (e) the terms and conditions of this Agreement; and (f) Applicable Law.

4. Use, operation, maintenance.

(a) Other than as provided in this Agreement, all use, operation, and maintenance of the License Area under this Agreement by Licensee shall be conducted and performed in such a manner so as not to unreasonably interfere with the public use of the underlying easement. The City’s approval of any use, operation or maintenance of the License Area under or in connection with this Agreement (including approval of any plans for the installation or maintenance of the Facilities in accordance with the approval rights set forth in Paragraph 2 above) shall not and does not relieve Licensee of all responsibility and liability for such use, operation and/or maintenance.

(b) Prior to installation, removal, or replacement of the Facilities, Licensee shall:

(i) submit to the City’s Director of Infrastructure and Development Services Department or the Director’s designee, or to such other person as may be directed by the City Manager (the “**Director**”), for review and consideration of approval, plans, specifications, and final shop drawings for the Facilities in accordance with the approval rights set forth in Paragraph 2 above, which shall show, among other things, (A) the depth and location of the footings for the

## EXHIBIT A

Facilities in the License Area, and (B) the location of any utility or other facilities located within the License Area. Such plans, specifications, and shop drawings shall be signed and sealed by a professional engineer holding a current, valid engineering services license issued by the State of Texas. The Facilities shall not be installed unless and until such plans, specifications, and drawings have been approved by the Director, such approval to be subject to the provisions of Paragraph 2 above;

(ii) obtain any permits required by the City to install the Facilities; and

(iii) if any utility or other facilities not owned by the City are located in the License Area, provide written notice to the owner of the same and provide a copy of such notice to the Director.

Licensee acknowledges that any damage to, or destruction of, any City property located within or immediately adjacent to the License Area and arising out of Licensee's acts or omissions under or in connection with this Agreement, is the sole responsibility of Licensee, and Licensee shall promptly repair (or restore) (or cause the repair or restoration of) any such property that is damaged or destroyed at no cost to the City and to the reasonable satisfaction of the City.

The use, operation, and maintenance of the License Area by Licensee and all work and services pursuant to this Agreement pertaining to the Facilities, including the installation, maintenance and replacement of the Facilities, shall be conducted and performed in a safe, clean, neat, and good and workmanlike manner to the reasonable satisfaction of the Director.

Prior to instituting any maintenance or work on or within the License Area, Licensee, as required by Applicable Law, shall secure from the City any necessary permits, including building permits. The City shall be the sole judge of the quality of the maintenance, and upon written notice from the City, by and through the City Manager or the City Manager's designee, stating in general terms how and in what manner maintenance is required, Licensee shall perform such required maintenance. If Licensee fails to do so, the City shall have the right (in addition to any other rights of the City provided for herein) to perform such maintenance, the cost of which shall be borne by Licensee. In conducting any such maintenance or work, City shall use all ordinary care to minimize damage to the Facilities; provided, however, that Licensee is responsible for damage to the Facilities if City, despite exercising such ordinary care, damages the Facilities in the course of performing such maintenance or work.

**(c) In connection with this Agreement, Licensee is and shall at all times be and remain responsible and liable for the acts and omissions of Licensee, its owners, directors, partners, managers, officers, employees, authorized representatives, authorized agents, contractors, consultants, and licensees (collectively, "Representatives"), and their respective Representatives. The provisions of this subparagraph (c) shall survive the termination or expiration of this Agreement.**

(d) The City has and shall at all times have the right to enter into, upon, under and over the License Area for any purpose whatsoever, including to make any modifications, repairs, or other changes to the License Area, provided the City shall use reasonable efforts, as solely

## EXHIBIT A

determined by the City, to minimize interference with Licensee's use of the License Area as set forth herein.

### 5. Insurance.

(a) At all times in connection with this Agreement, Licensee shall purchase and maintain in a company or companies lawfully authorized to do business in Texas such insurance coverages as set forth below:

(i) Commercial General Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence and \$2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations (\$2,000,000 products/ completed operations aggregate), and XCU (Explosion, Collapse, Underground) hazards. Coverage for products/completed operations must be maintained for at least two (2) years after any construction work has been completed; and the insurance must include contractual liability, covering, but not limited to, the liability assumed under the indemnification provisions of this Agreement.

(ii) Worker's compensation at statutory (Texas) limits, including employer's liability coverage at minimum limits of \$1,000,000 each-occurrence each accident/\$1,000,000 by disease each-occurrence/\$1,000,000 by disease aggregate.

(b) With reference to the foregoing insurance requirement, Licensee shall specifically endorse applicable insurance policies as follows:

(i) The Town of Addison, Texas shall be named as an additional insured with respect to all liability policies.

(ii) A waiver of subrogation in favor of the Town of Addison, Texas, its officers, employees, and agents shall be contained in each policy required herein.

(iii) All insurance policies shall be endorsed to the effect that the Town of Addison, Texas will receive at least thirty (30) days' notice prior to cancellation or non-renewal of the insurance.

(iv) All insurance policies, which name the Town of Addison, Texas as an additional insured, must be endorsed to read as primary coverage.

(v) Required limits may be satisfied by any combination of primary and umbrella liability insurances.

(vi) Licensee may maintain reasonable and customary deductibles.

(vii) Insurance must be purchased from insurers that are licensed to do business in the State of Texas.

(c) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the

## EXHIBIT A

insurance company or its authorized agent, delivered to Licensee and the City prior to the commencement of the use of the License Area by Licensee, and shall:

(i) List each insurance coverage described and required herein. Such certificates will also include a copy of the endorsements necessary to meet the requirements and instructions contained herein.

(ii) Specifically set forth the notice-of-cancellation or termination provisions to the Town of Addison.

(d) Upon request, Licensee shall furnish the Town of Addison with complete copies of all insurance policies certified to be true and correct by the insurance carrier.

(e) If Licensee fails to keep all such insurance in force and effect at all times applicable to this Agreement, the City may terminate this Agreement upon thirty (30) days' prior written notice if any breach of this Paragraph 5 has not been cured to the reasonable satisfaction of the City.

### **6. Indemnification; Release.**

(a) **Licensee's Indemnity Obligations.** Licensee shall DEFEND (with counsel reasonably acceptable to the City), INDEMNIFY and HOLD HARMLESS City and its elected and appointed boards, officers, agents, and employees ("City Persons") from and against any and all claims, liabilities, and losses of any nature whatsoever, including reasonable out-of-pocket attorneys' fees and costs, for damage to property or persons arising out of or connected with the construction, use and maintenance of the Facilities over and upon the License Area, including any damage to the Utilities over which the Facilities are constructed or which are located in the immediate vicinity of the Facilities (collectively, "Losses"). In the event of any such Losses, Licensee, in addition to defending, indemnifying and holding the City harmless, shall also reimburse City for all of its reasonable, documented out-of-pocket costs to make necessary repairs to the Utilities. SUCH DEFENSE, INDEMNITY AND HOLD HARMLESS SHALL AND DOES INCLUDE CLAIMS ALLEGED OR FOUND TO HAVE BEEN CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF ANY CITY PERSON, OR CONDUCT BY ANY CITY PERSON THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND. However, Licensee's liability under this section shall be reduced by that portion of the total amount of the Claims (excluding defense fees and costs) equal to the City Person or City Persons' proportionate share of the negligence, or conduct that would give rise to strict liability of any kind, that caused the loss. Likewise, Licensee's liability for City Person's defense costs and attorneys' fees shall be reduced by that portion of the defense costs and attorneys' fees equal to City Person or Persons' proportionate share of the negligence, or conduct that would give rise to strict liability of any kind, that caused the loss.

Licensee shall promptly advise the City in writing of any claim or demand against any City Person related to or arising out of Licensee's activities under this Agreement and shall see to the investigation and defense of such claim or demand at Licensee's sole cost and expense. The City Persons shall have the right, at the City Persons' option and own expense, to participate in such

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defense without relieving Licensee of any of its obligations hereunder. **This defense, indemnity, and hold harmless provision shall survive the termination or expiration of this Agreement.**

(b) **Release.** Licensee does hereby **RELEASE, WAIVE, ACQUIT, AND FOREVER DISCHARGE** the City and all other City Persons from, and do **COVENANT NOT TO SUE** the City or any other City Persons for, any and all claims, liability, judgments, lawsuits, demands, harm, losses, damages, proceedings, actions, causes of action, fees, fines, penalties, expenses, or costs (including, without limitation, attorneys' fees and court costs) whatsoever for or related to personal injury of any kind or nature whatsoever (including death), or any damage to or destruction of any property, or any other harm or loss whatsoever, (collectively, "**Damages**"), which Licensee may sustain or suffer in connection with or related to this Agreement, **INCLUDING, WITHOUT LIMITATION, ANY AND ALL DAMAGES WHICH ARISE FROM, OR ARE ALLEGED OR FOUND TO HAVE BEEN CAUSED BY, IN WHOLE OR IN PART, THE NEGLIGENCE OR GROSS NEGLIGENCE OF ANY CITY PERSON, OR CONDUCT BY ANY CITY PERSON THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND.** Any claims retained by Licensee are hereby assigned to the Town of Addison, Texas.

7. **Utility Access.** In consideration for City authorizing Licensee to construct and maintain the Facilities over and upon the License Area, Licensee shall design and maintain the Facilities as to permit City's reasonable access to the Utilities for ongoing maintenance and repair, including the construction and maintenance of openings/entrances through the Facilities and into the License Area that provide access to the Utilities. City's approval of the final plans as provided in Paragraph 4(b)(i) above shall be conclusive evidence that the initial design of the Facilities is consistent with the requirements of this Paragraph 7.

8. **City's Right to Perform Maintenance and Repair Work.** If at any time City determines that an emergency condition exists, City reserves the right to enter the License Area (with reasonable notice to Licensee) to perform such work as City may determine is reasonably necessary to protect the public health and safety or to preserve the Utilities. For any event described in the foregoing sentence, City shall use ordinary care to minimize damage to the Facilities; provided, however, that Licensee is responsible for damage to the Facilities if City, despite exercising such ordinary care, damages the Facilities in the course of performing such maintenance and repair work.

9. **Covenants to Run with Land.** The parties hereby covenant and agree that this Agreement shall run with the land and shall benefit and be binding upon themselves, their successors, assigns, heirs and legal representatives (without the requirement of the other party to consent to same) and shall continue in effect for so long as the Facilities remain located on or in the vicinity of the Utilities. The benefit and burden of the covenants herein shall be on the responsible party's interest in the Property, and the benefits shall run in favor of the parties.

10. **Termination.** The City may terminate this Agreement and revoke the license described herein only (i) upon a material breach of this Agreement by Licensee and its failure to cure such breach within a reasonable time after receipt of written notice from City that states the nature of the breach and the action required to be taken to cure such breach or (ii) if the City determines in its reasonable discretion that termination of this Agreement is required for the health,

## EXHIBIT A

safety and necessity of the public. City shall provide written notice of termination of this Agreement. Within thirty (30) calendar days following receipt of any such notice, Licensee shall commence to remove or modify that portion of the Facilities as reasonably required by City to access the Utilities, and thereafter shall diligently complete the removal or modification of same without unreasonable delay. If Licensee fails to adequately remove or modify the Facilities within such period, then upon fifteen (15) days' prior written notice, City may remove or modify the Facilities as reasonably required by City to access the Utilities. Licensee shall be responsible for the City's reasonable, documented, out-of-pocket costs incurred in such removal or modification.

The obligations of this Paragraph 10 shall survive termination or expiration of this Agreement.

### 11. Miscellaneous.

(a) *Assignment.* Except as provided in Paragraph 9 above, Licensee shall not, and has no authority to assign, sell, transfer, sublicense, or otherwise convey (collectively, "Assign" or "Assignment" and the person to whom an Assignment is made being an "Assignee") in any manner or form whatsoever (including by operation of law, by merger, or otherwise) all or part of its rights and obligations hereunder without the prior written approval of the City. Any Assignment of any kind or by any method without the City's prior written consent (except where City's consent is not required under Paragraph 9) shall be null and void.

Any Assignment shall be expressly subject to all of the terms, conditions, and provisions of this Agreement. Licensee shall not assign this Agreement or any of its interest in this Agreement without first obtaining a written agreement from each such Assignee whereby each such Assignee agrees to be bound by the terms, conditions, and provisions of this Agreement applicable to Licensee.

(b) *City Work.* If and when the City, in its sole discretion, shall determine that the grade of the License Area should be modified or changed, or that any other work should be done in connection with any public improvement which will affect the Licensed Area, the Facilities, any connections, and/or appurtenances thereto, and/or any other property of Licensee, then in such instance any modifications or changes to the Facilities and any connections and/or appurtenances thereto, and/or any other property of Licensee, required or necessitated by such change in grade or other work shall be made at the sole cost and expense of Licensee and to the satisfaction of the Director. If City or one of City's Representatives performs such work, City shall use ordinary care to minimize damage to the Facilities; provided, however, that Licensee is responsible for damage to the Facilities if City, despite exercising such ordinary care, damages the Facilities in the course of performing such work.

(c) *Independent Contractor.* Nothing in this Agreement creates nor shall be construed to create an employer-employee relationship, a joint venture relationship, a joint enterprise, and Licensee has and shall have exclusive control of and the exclusive right to control the details of their respective operations, and all persons performing same, and shall be solely responsible for the acts and omissions of its officers, agents, servants, employees, contractors, subcontractors, licensees, guests, and invitees.

**EXHIBIT A**

(d) *Notices.* Any notice, correspondence, or statement required to be given or delivered hereunder, or otherwise given or delivered in connection with this Agreement, shall be in writing and shall be deemed to have been properly given for all purposes (i) if sent by a nationally recognized overnight carrier for next business day delivery, on the first business day following deposit of such notice with such carrier unless such carrier confirms such notice was not delivered, then on the day such carrier actually delivers such notice, or (ii) if personally delivered, on the actual date of delivery, or (iii) if sent by certified U.S. Mail, return receipt requested, postage prepaid, on the third business day following the date of mailing. Addresses for any such notice, statement and/or report hereunder are as follows:

**To the City:**

Town of Addison, Texas  
5300 Belt Line Road  
Dallas, Texas 75254  
Attn: City Manager

**To Owner:**

ELAN ADDISON BROVE APARTMENTS OWNER, L.P.  
6000 EAST LAS COLINAS BLVD, SUITE 2100  
IRVING, TX 75039

The addresses and addressees for the purpose of this paragraph may be changed by giving notice of such change in the manner herein provided for giving notice.

(e) *Governing Law; Venue.* This Agreement and performance hereunder shall be governed by and construed in accordance with the laws of the State of Texas, without regard to choice of laws rules of any jurisdiction. Any and all suits, actions or legal proceedings relating to this Agreement shall be maintained in the state or federal courts of Dallas County, Texas, which courts shall have exclusive jurisdiction for such purpose. Each of the parties submits to the exclusive jurisdiction of such courts for purposes of any such suit, action, or legal proceeding hereunder, and waives any objection or claim that any such suit, action, or legal proceeding has been brought in an inconvenient forum or that the venue of that suit, action, or legal proceeding is improper.

(f) *Severability.* The terms, conditions, and provisions of this Agreement are severable, and if any provision of this Agreement shall be held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

(g) *Headings; "Includes."* Paragraph headings are for convenience only and shall not be used in interpretation of this Agreement. For purposes of this Agreement, "includes" and "including" are terms of enlargement and not of limitation or exclusive enumeration and use of the terms does not create a presumption that components not expressed are excluded.

(h) *Binding Agreement; No Third Party Beneficiaries.* This Agreement shall be binding on and inure to the benefit of the parties, their respective permitted successors and permitted assigns. This Agreement and all of its provisions are solely for the benefit of the parties hereto and do not and are not intended to create or grant any rights, contractual or otherwise, to any third person or entity.

(i) *No Waiver of Immunity.* Notwithstanding any other provision of this Agreement, nothing in this Agreement shall or may be deemed to be, or shall or may be construed to be, a waiver

## EXHIBIT A

or relinquishment of any immunity, defense, or tort limitation to which the City, its officials, officers, employees, representatives, and agents are or may be entitled, including, without limitation, any waiver of immunity to suit.

(j) *Rights, Remedies; Waiver.* Except as set forth in or otherwise limited by this Agreement, the remedies and rights set forth in this Agreement: (a) are and shall be in addition to any and all other remedies and rights either party may have at law, in equity, or otherwise, (b) shall be cumulative, and (c) may be pursued successively or concurrently as either party may elect. The exercise of any remedy or right by either party shall not be deemed an election of remedies or rights or preclude that party from exercising any other remedies or rights in the future. Any rights and remedies either party may have with respect to the other arising out of this Agreement shall survive the expiration or termination of this Agreement. All waivers must be in writing and signed by the waiving party.

(k) *Entire Agreement; Amendment.* This Agreement represents the entire and integrated agreement between the City and Licensee with regard to the matters set forth herein and supersedes all prior negotiations, representations and/or agreements, either written or oral. Any amendment or modification of this Agreement must be in writing and signed by authorized representatives of each of the City and Licensee or it shall have no effect and shall be void.

(l) *Recording.* This Agreement or a memorandum hereof may be recorded in the public records of Dallas County, Texas by either party to this Agreement. Upon termination of this Agreement, either party may record in the public records of Dallas County, Texas a notice of such termination (and this right shall survive such termination).

(m) *Authorized Persons.* The undersigned representatives of the parties hereto are the properly authorized persons and have the necessary authority to execute this Agreement on behalf of the respective parties hereto.

**SIGNED** by the parties on the dates set forth below, and this Agreement shall be effective as of the Effective Date set forth above.

*(Signatures on Next Two Pages)*

**EXHIBIT A**

EXECUTED in the County of Dallas, State of Texas, as of the date first above written.

**TOWN OF ADDISON, TEXAS**  
a home rule municipal corporation

\_\_\_\_\_  
Wesley S. Pierson, City Manager

ATTEST:

\_\_\_\_\_  
Irma Parker, City Secretary

APPROVED AS TO FORM

\_\_\_\_\_  
Brenda N. McDonald, City Attorney

**ACKNOWLEDGMENT**

THE STATE OF TEXAS           §  
  §  
COUNTY OF DALLAS           §

BEFORE ME, the undersigned authority, a Notary Public in and for said state, on this day personally appeared WESLEY S. PIERSON, City Manager of the Town of Addison, Texas, known or proved on acceptable evidence 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.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this \_\_\_ day of \_\_\_\_\_, 2020.

[Notary Stamp/Seal]

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



**EXHIBIT A**  
**EXHIBIT A**

ENCROACHMENT AGREEMENT  
LOT 1, BLOCK E, ADDISON GROVE ADDITION  
THOMAS L. CHENOWETH SURVEY, ABSTRACT NO. 273  
TOWN OF ADDISON  
DALLAS COUNTY, TEXAS

**BEING** a tract of land situated in the Thomas L. Chenoweth Survey, Abstract No. 273, Town of Addison, Dallas County, Texas and being part of Lot 1, Block E, of Addison Grove Addition, an addition to the Town of Addison according to the plat thereof recorded in Instrument No. 201700353297, Official Public Records of Dallas County, Texas and being more particularly described as follows:

**COMMENCING** at an "X" cut in concrete found at the intersection of the south right-of-way line of Beltline Road, (a variable width right-of-way) and the east right-of-way line of Oak Street, (a variable width right-of-way) and being the northwest corner of said Lot 1, Block E;

**THENCE** with said east right-of-way line, South 00°02'06" West, a distance of 4.35 feet to the **POINT OF BEGINNING**;

**THENCE** over and across said Lot 1, Block E, South 89°24'12" East, a distance of 212.10 feet to a point in said south right-of-way line of Beltline Road and being the beginning of a non-tangent curve to the left having a central angle of 4°19'31", a radius of 317.00 feet, a chord bearing and distance of South 74°52'45" East, 23.92 feet;

**THENCE** in a southeasterly direction, with said south right-of-way line and with said curve to the left, an arc distance of 23.93 feet to a point for corner;

**THENCE** over and across said Lot 1, Block E, the following course and distances:

North 89°24'12" West, a distance of 100.75 feet to a point for corner;

South 00°35'48" West, a distance of 9.65 feet to a point for corner in the south line of a 20-foot Drainage, Utility, and Sidewalk easement recorded in Volume 92109, Page 3687 of the Official Public Records of Dallas County, Texas;

With said south line, North 89°24'12" West, a distance of 4.12 feet to a point for corner;

North 00°35'48" East, a distance of 9.65 feet to a point for corner;

North 89°24'12" West, a distance of 27.92 feet to a point for corner;

South 00°35'48" West, a distance of 9.65 feet to a point for corner in said south line of the 20-foot Drainage, Utility, and Sidewalk easement;

With said south line, North 89°24'12" West, a distance of 4.12 feet to a point for corner;

North 00°35'48" East, 9.65 feet to a point or corner;

North 89°24'12" West, a distance of 64.07 to a point for corner;

(see sheet 2 of 3 for continuation)

<b>Kimley»Horn</b>					
<small>13455 Noel Road, Two Galleria Office Tower, Suite 700, Dallas, Texas 75240</small>		<small>FIRM # 10115500</small>	<small>Tel. No. (972) 770-1300 Fax No. (972) 239-3820</small>		
<small>Scale</small>	<small>Drawn by</small>	<small>Checked by</small>	<small>Date</small>	<small>Project No.</small>	<small>Sheet No.</small>
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**EXHIBIT A**

ENCROACHMENT AGREEMENT  
LOT 1, BLOCK E, ADDISON GROVE ADDITION  
THOMAS L. CHENOWETH SURVEY, ABSTRACT NO. 273  
TOWN OF ADDISON  
DALLAS COUNTY, TEXAS

(continued from Sheet 1 of 3)

South 00°35'48" West, a distance of 9.65 feet to a point for corner in the south line of said 20-foot Drainage, Utility, and Sidewalk easement;

With said south line, North 89°24'12" West, a distance of 34.14 feet to a point for corner in the aforementioned east right-of-way line of Oak Street, and from which a Mag Nail found for an angle point in said east right-of-way line bears South 00°02'06" West, a distance of 51.99 feet;

**THENCE** with said east right-of-way line, North 00°02'06" East, a distance of 15.65 feet to the POINT OF BEGINNING and containing 1,748 square feet or 0.0401 acres of land.

Bearing system based on the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983.



DAVID J. DE WEIRDT  
REGISTERED PROFESSIONAL  
LAND SURVEYOR NO. 5066  
david.deweirdt@kimley-horn.com

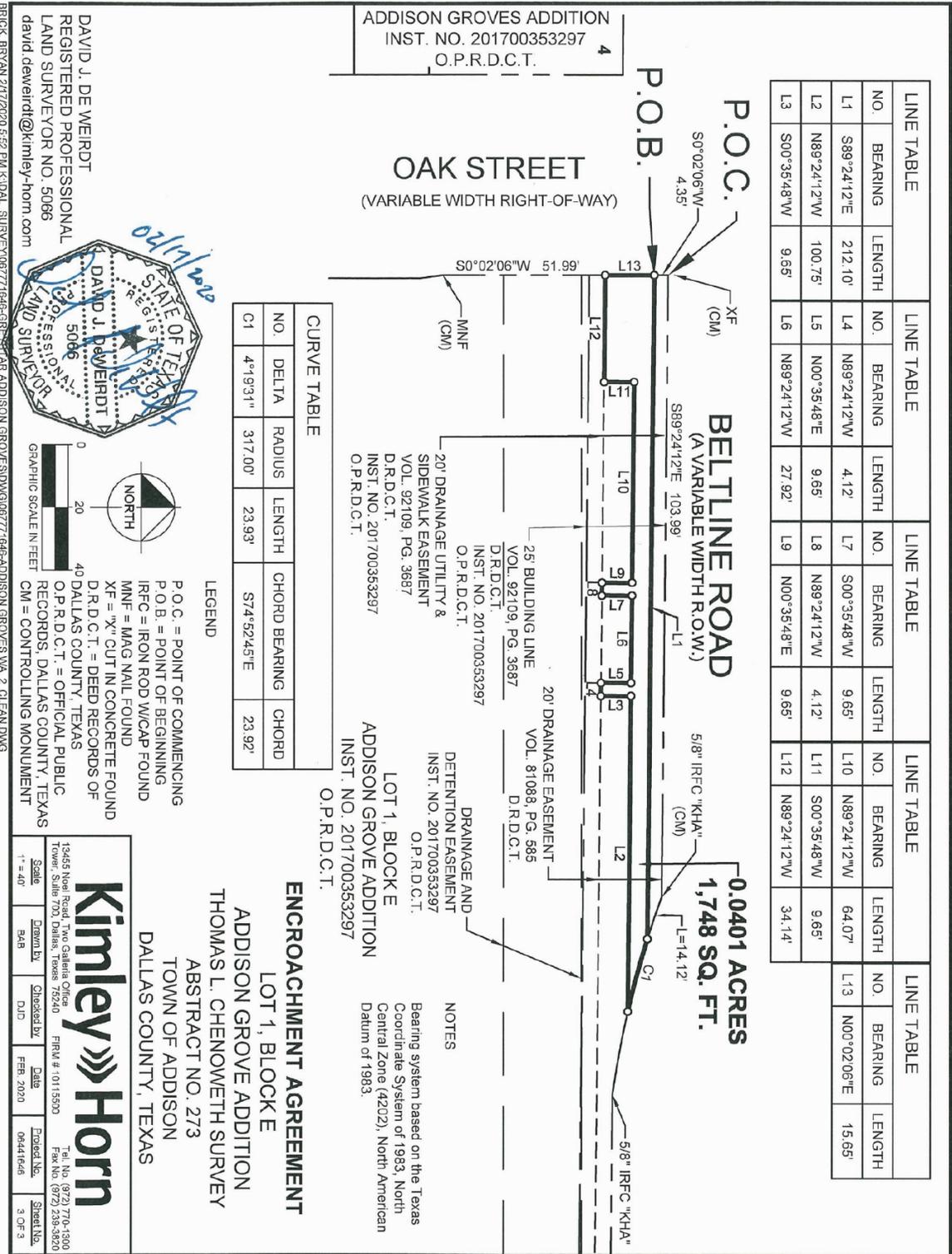
**Kimley»Horn**

13455 Noel Road, Two Galleria Office Tower, Suite 700, Dallas, Texas 75240 FIRM # 10115500 Tel. No. (972) 770-1300 Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	BAB	DJD	FEB. 2020	067771346	2 OF 3

BRICK. BRYAN 2/17/2020 5:54 PM K:\DAL SURVEY\067771646-GREYSTAR ADDISON GROVES\DWG\067771646-ADDISON GROVES WA 2 CLEAN.DWG

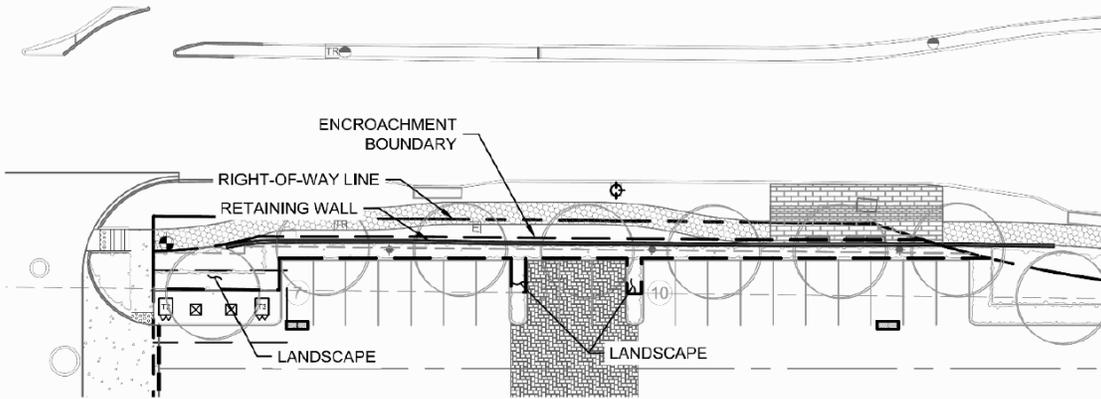
**EXHIBIT A**



**EXHIBIT A**

**EXHIBIT B**

**BELTLINE ROAD**  
(A VARIABLE WIDTH R.O.W.)



DESCRIPTION OF THE FACILITIES:

- RETAINING WALL
- LANDSCAPE

No.	REVISIONS	DATE	BY

**Kimley»Horn**

13455 NOEL ROAD, TWO GALLERIA OFFICE TOWER, SUITE 700,  
DALLAS, TX 75251  
PHONE: 972-770-1330 FAX: 972-239-3820  
TEXAS REGISTERED ENGINEERING FIRM F-928

KHA PROJECT	087771646
DATE	02/18/2020
SCALE	1" = 40'
DESIGNED BY	DEM
DRAWN BY	JKL
CHECKED BY	DEM