

ACCESS EASEMENT

EXHIBIT B

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

KNOW ALL PERSONS BY THESE PRESENTS:

That Price London Park, L.P., a Texas limited partnership (hereinafter called "Grantor" whether one or more natural persons or legal entities) of the County of Dallas, State of Texas, for and in consideration of the sum of FORTY-TWO THOUSAND SEVENTY-FOUR AND NO/100 DOLLARS (\$42,074.00) to the undersigned in hand paid by the **City of Dallas**, a Texas municipal corporation, (hereinafter called "City"), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed by Grantor, has granted, sold and conveyed and does hereby grant, sell and convey unto City and its successors and assigns, an easement on, over, and across all that certain lot, tract or parcel of land described in Exhibit "A", attached hereto and made a part hereof by reference for all purposes, (the "Easement Property"), for the purpose of providing free and uninterrupted pedestrian and vehicular ingress to and egress from that certain lot, tract or parcel of land described in Exhibit "B", attached hereto and made a part hereof by reference for all purposes, (the "Dominant Estate Property"), to and from Arapaho Road, a public thoroughfare, and for the benefit of the Dominant Estate Property, together with all and singular the rights and appurtenances thereto in any way belonging (collectively, the "Easement"). The consideration stated above for the Easement herein conveyed shall be considered full compensation for same and for any diminution in value that may result to Grantor's remaining property by virtue of project proximity thereto, grade alignment, utility installation, or the alteration of drainage patterns and facilities.

The Easement is appurtenant to and runs with all or any portion of the Dominant Estate Property, whether or not the Easement is referenced or described in any conveyance of all or such portion of the Dominant Estate Property. The Easement is for the benefit of City and City's successors and assigns who at any time own the Dominant Estate Property or any interest in the Dominant Estate Property (as applicable, "Holder"). The duration of the Easement is perpetual unless and until formally abandoned by written action of Holder. The Easement is irrevocable by Grantor.

Grantor, its successors and assigns, covenant and agree to all of the following:

- 1) To construct, install, and maintain improvements that provide access to the Dominant Estate Property under, upon or across any portion of the Easement Property (collectively, the "Access Improvements") at Grantor's sole expense.
- 2) To construct the Access Improvements in accordance with City-approved plans and in compliance with the City of Dallas's Drainage Design Manual.
- 3) To maintain the Easement Property and any improvements made thereon in a neat, clean, and repaired condition.
- 4) Any work on the Access Improvements must be approved in writing by Holder before proceeding.
- 5) All matters concerning the configuration, construction, installation, maintenance, replacement, and removal of the Access Improvements are at Grantor's discretion, subject to Holder's prior written approval.

Holder has the right (but not the obligation) to eliminate any encroachment into the Easement Property at Grantor's sole expense.

EXHIBIT B

Should Grantor herein be a natural person and not joined by Grantor's spouse, it is conclusively presumed that the land herein conveyed is not the residence or business homestead of such Grantor and spouse. Should Grantor herein be a legal entity other than a natural person, it shall be conclusively presumed that the person signing on behalf of such a party has been duly and legally authorized to so sign and there shall be no necessity for a seal or attestation.

Nothing in this Easement shall be construed as a waiver by City of any connection charge or charges imposed by ordinance or Charter of the City of Dallas. The access easement herein granted shall not be construed or deemed to be a public street or alley right-of-way dedication.

This Easement may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders 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 benefitted 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 or in equity. 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.

This agreement binds and inures to the benefit of the parties and their respective heirs, successors, and permitted assigns. This agreement contains the complete agreement of the parties 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.

This agreement will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in the county or counties in which the Easement Property is located.

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 the neuter will include the masculine or feminine gender, and vice versa. This agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.

TO HAVE AND TO HOLD the above described Easement, together with all and singular the rights and appurtenances thereto in anywise belonging unto City, its successors and assigns forever, and Grantor binds Grantor and Grantor's heirs, executors, administrators or successors, to Warrant and Forever Defend all and singular the said Easement unto the City of Dallas, its successors and assigns, against every person whomsoever lawfully claiming, or to claim the same or any part thereof.

EXECUTED this _____ day of _____, 2019.

[SIGNATURE ON FOLLOWING PAGE]

EXHIBIT B

Price London Park, L.P.,
a Texas limited partnership

By: Price Millennium Eight, L.P.,
a Texas limited partnership, its general partner

By: Price London Park GP, Inc.
A Texas corporation, its general partner

By: _____
Michael J. Ochstein, President

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me on _____
by Michael J. Ochstein, President of Price London Park GP, Inc., a Texas corporation general partner
of Price Millennium Eight, L.P., a Texas limited partnership, general partner of Price London Park
L.P., a Texas limited partnership on behalf of said limited partnership.

Notary Public, State of TEXAS

After recording return to:
City of Dallas, Department of Sustainable Development and Construction
Real Estate Division
320 East Jefferson Boulevard, Room 203
Dallas, Texas 75203
attn: LOIS KING

3,475 SQUARE FOOT (0.080 ACRE)
DALLAS CITY BLOCK A/8220
ACCESS EASEMENT
PRICE LONDON PARK, L.P.

Exhibit A

BEING an 3,475 square foot (0.080 acre) parcel of land situated in the ROBERT WILBURN SURVEY, ABSTRACT NO. 1580, in Official City Block No. 8220 in the City of Dallas, Dallas County, Texas, said parcel being part of Lot 2, Block A/8220 of London Park Apartments Addition, an addition to the City of Dallas according to the plat thereof recorded in Volume 78090, Page 1388 of the Deed Records of Dallas County, Texas, (D.R.D.C.T.), also being a part of a called 0.274 acre tract of land described in a deed to Price London Park, L.P. recorded in Instrument Number 200600419125 of the Official Public Records of Dallas County, Texas (O.P.R.D.C.T.), and being more particularly described as follow;

COMMENCING at a 5/8-inch steel rod found (controlling monument - Texas State Plane Grid Coordinates – N=7,037,546.27, E=2,487,746.37) at the end of a curve in the common northerly line of said Lot 2 and southerly line of a called 5.5451 acre tract of land designated "Tract IV" described in a deed to Providence Texas Capital Corporation, Inc. recorded in Volume 97076, Page 4407 D.R.D.C.T.

THENCE South 38 degrees 42 minutes 59 seconds West, along said common line, at a distance of 82.50 feet passing the north corner of said 0.274 acre tract of land, continuing along the common northerly line of said 0.274 acre tract of land the, the northerly line of said Lot 2 and southerly line of said called 5.5451 acre tract of land, a total distance of 122.29 feet to the beginning of a non-tangent curve to the right;

THENCE continuing along said common line and along said non-tangent curve to the right with a radius of 498.22 feet, a central angle of 05 degree 20 minutes 37 seconds, Southwestwardly, an arc length of 46.47 feet with a chord bearing and distance of South 41 degrees 29 minutes 14 seconds West for 46.45 feet to a 1/2-inch steel rebar with a cap marked "AZ&B" set for the **POINT OF BEGINNING**;

THENCE departing said common line over and across said Lot 2 and said called 0.274 acre tract of land, the following three (3) courses and distances;

1. South 35 degrees 54 minutes 25 seconds East, a distance of 32.92 feet to a 1/2-inch steel rebar with a cap marked "AZ&B" set for the beginning of a non-tangent curve to the left;

FIELD NOTES APPROVED:

Dr 4/21/15



3,475 SQUARE FOOT (0.080 ACRE)
DALLAS CITY BLOCK A/8220
ACCESS EASEMENT
PRICE LONDON PARK, L.P.

Exhibit A

2. Along said non-tangent curve to the left with a radius of 62.13 feet, a central angle of 49 degrees 19 minutes 29 seconds, Eastwardly, and arc length of 53.49 feet with a chord bearing and distance of South 75 degrees 17 minutes 10 seconds East for 51.85 feet to a 1/2-inch steel rebar with a cap marked "AZ&B" set for the end of said curve;
3. South 73 degrees 08 minutes 14 seconds East, a distance of 10.30 feet to a 1/2-inch steel rod with a cap marked "AZ&B" set for corner in the southeasterly line of said called 0.274 acre tract of land, said corner being in a non-tangent curve to the left;

THENCE continuing over and across said Lot 2, along the southeasterly line of said 0.274 acre tract of land and along said non-tangent curve to the left with a radius of 132.35 feet, a central angle of 22 degrees 14 minutes 26 seconds, Southwardly, an arc length of 51.37 feet with a chord bearing and distance of South 07 degrees 42 minutes 34 seconds West for 51.05 feet to an "X" in concrete set for the most southerly southeast corner of said called 0.274 acre tract of land;

THENCE South 54 degrees 57 minutes 12 seconds West, continuing over and across said Lot 2, along the southerly line of said 0.274 acre tract of land, a distance of 3.66 feet to a 1/2-inch steel rod with a cap marked "AZ&B" set for corner, from which 5/8-inch steel rod found (controlling monument - Texas State Plane Grid Coordinates - N=7,037,062.69, E=2,487,855.34) for the common southwest corner of said Lot 2 and northeast corner of said Lot 1, bears the following two courses and distances, 1) South 54 degrees 57 minutes 12 seconds West, a distance of 28.63 feet, and 2) South 35 degrees 10 minutes 46 seconds East, a distance of 295.44 feet;

THENCE departing said common line over and across said Lot 2 and said called 0.274 acre tract of land, the following three (3) courses and distances;

1. North 81 degrees 22 minutes 27 seconds West, a distance of 16.75 feet to a 1/2-inch steel rod with a cap marked "AZ&B" set for corner;
2. North 44 degrees 06 minutes 55 seconds West, a distance of 75.32 feet to a 1/2-inch steel rod with a cap marked "AZ&B" set for corner;

3,475 SQUARE FOOT (0.080 ACRE)
DALLAS CITY BLOCK A/8220
ACCESS EASEMENT
PRICE LONDON PARK, L.P.

Exhibit A


3. North 35 degrees 07minutes 40 seconds West, a distance of 28.47 feet to a 1/2-inch steel rod with a cap marked "AZ&B" set for corner in a non-tangent curve in the common northerly line of said called 0.274 acre tract of land, the northerly line of said Lot 2 and southerly line of said called 5.5451 acre tract of land, from said point a 5/8-inch steel rod found (controlling monument – Texas State Plane Grid Coordinates – N=7,037,397.08, E=2,487,619.64) for the common west corner of said called 0.274 acre tract of land, west corner of said Lot 2, north corner of said Lot 1 being in the southerly line of said called 5.5451 acre tract of land, bears along the common northerly line of said called 0.274 acre tract of land, the northerly line of said Lot 2, the southerly line of said called 5.5451 acre tract of land, bears along said non-tangent curve to the right with a radius of 498.22 feet, a central angle of 00 degrees 33 minutes 55 seconds, Southwestwardly, an arc length of 4.92 feet with a chord bearing and distance of South 47 degrees 00 minutes 24 seconds West for 4.92 feet;

THENCE along the common northerly line of said called 0.274 acre tract of land, the northerly line of said Lot 2, and southerly line of said called 5.5451 acre tract of land, and along said non-tangent curve to the left with a radius of 498.22 feet, a central angle of 02 degrees 33 minutes 54 seconds, Northeastwardly, an arc length of 22.30 feet with a chord bearing and distance of North 45 degrees 26 minutes 29 seconds East for 22.30 feet to the **POINT OF BEGINNING** and containing 3,475 square feet (0.080 acre) of land, more or less.

Basis of bearings and source of coordinates is the Texas State Plane Coordinate System, North American Datum of 1983 (NAD83), North Central Zone No. 4202, as determined by GPS observations using the WDS-VRS network.

A survey plat of even date accompanies this property description.

I, the undersigned, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that this description and the accompanying survey plat were prepared from an actual survey made on the ground in the month of September 2014.


E. David Utzman
Registered Professional Land Surveyor
No. 4607



02/25/15
Date

LEGEND

- (CM) CONTROLLING MONUMENT
- SRF STEEL ROD FOUND
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCING
- MONUMENT FOUND (SIZE/TYPE AS NOTED)
- 1/2" STEEL REBAR SET W/ AZB PLASTIC CAP (OR AS NOTED)
- LIMITS OF PROPERTY TO BE ACQUIRED

NOTES

A PROPERTY DESCRIPTION OF EVEN DATE ACCOMPANIES THIS PLAT.

BASIS OF BEARINGS AND SOURCE OF COORDINATES IS THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM 1983 (NAD83), NORTH CENTRAL ZONE, AS DETERMINED BY GPS OBSERVATIONS USING THE WGS-VRS NETWORK.

Exhibit A



9:39:41 AM

2/19/2015

S:\DWU\207070.001-Haliff-McKamy\Dgn\Easement\LONDON PARK APTS\ESMT-601.dgn

BLOCK A/8222

PROVIDENCE TEXAS CAPITAL CORPORATION, INC.
CALLED 64.9254
TRACT II
VOL. 97076, PG. 4407
D.R.D.C.T.

ROBERT WILBURN SURVEY
ABSTRACT NO. 1580

N=7037397.08
E=2487619.64

PROVIDENCE TEXAS CAPITAL CORPORATION, INC.
CALLED 5.5451 ACRES
TRACT IV
VOL. 97076, PG. 4407
D.R.D.C.T.

RADIUS • 498.22'
DELTA • 5°20'37"
ARC LENGTH • 46.47'
CHORD BEARING • S41°29'14"W
46.45'

PRICE LONDON PARK, L.P.
CALLED 0.274 ACRES
INST. NO. 200600419125
O.P.R.D.C.T.

N=7037546.27
E=2487746.37

10' FLOODWAY
EASEMENT (BY PLAT)

24' UTILITY
EASEMENT (BY PLAT)

LOT 2

LONDON PARK APARTMENTS
VOL. 78090, PG. 1388
D.R.D.C.T.

LONDON PARK CONDOMINIUMS
VOL. 83013, PG. 680
D.R.D.C.T.
AMENDED
VOL. 83035, PG. 1169
D.R.D.C.T.

3,475 S.F. (0.080 AC.)
TO BE ACQUIRED

DETAIL A

RADIUS • 498.22'
DELTA • 02°33'54"
ARC LENGTH • 22.30'
CHORD BEARING • N45°26'29"E
22.30'

RADIUS • 498.22'
DELTA • 00°33'55"
ARC LENGTH • 4.92'
CHORD BEARING • S47°00'24"W
4.92'

53°54'25"E

32.92'

RADIUS • 62.13'
DELTA • 49°19'29"
ARC LENGTH • 53.49'
CHORD BEARING • S75°17'10"E
51.85'

"X" ON TOP OF
STONE WALL
SET

RADIUS • 132.35'
DELTA • 22°14'26"
ARC LENGTH • 51.37'
CHORD BEARING • S07°42'34"W
51.05'

"X" IN CONCRETE SET

S54°57'12"W
3.66'
N81°22'27"W
16.75'

SCALE (IN FEET)

0 25 50 100

COMPUTED JDS CKD RLD
DRAWN JDS CKD RLD
SUPERVISOR E.D. UTZMAN
DATE 2-19-15
SCALE 1"=50'

REVISION HISTORY

AZ&B
ARREDONDO, ZEPEDA
& BRUNZ, INC.
11355 MCCREE ROAD
DALLAS, TX. 75238
PH. 214-341-9900
FAX 214-341-9925
email - office@azb-engr.com

3,475 SQUARE FOOT (0.080 ACRE)
DALLAS CITY BLOCK 8220
ACCESS EASEMENT
PRICE LONDON PARK, L.P.

SHEET 4 OF 4 DWG No.

REV