

ACCESS EASEMENT

Exhibit C

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

KNOW ALL PERSONS BY THESE PRESENTS:

That Flowerdale, LLC (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 SEVENTY-SEVEN THOUSAND THREE HUNDRED AND FIFTY-SEVEN NO/100 DOLLARS (\$77,357.00) 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 – Tract III, 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 Stag 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.

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 _____, 2026.

[SIGNATURE ON FOLLOWING PAGE]

Flowerdale, LLC, a Texas limited liability company

By: _____
Moshe Zuchaer, Managing Director

ACKNOWLEDGMENT

STATE OF TEXAS '

COUNTY OF DALLAS '

This instrument was acknowledged before me on _____ 2026
by Moshe Zuchaer, Managing Director of Flowerdale, LLC, a Texas limited liability company, on
behalf of said limited liability company.

Notary Public, State of TEXAS

After recording return to:
City of Dallas, Department of Public Works
Real Estate Division
320 East Jefferson Boulevard, Room 203
Dallas, Texas 75203
Attn: BYRON COLE

Log No. DWU 1167