

AFTER RECORDING, RETURN TO:
 Condon Tobin Sladek Thornton PLLC
 8080 Park Lane, Suite 700
 Dallas, Texas 75231
 Attn: Steve Thornton

EASEMENTS AND OPERATION AGREEMENT

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

THIS EASEMENTS AND OPERATION AGREEMENT ("Agreement") is made as of the ____ day of April, 2017, by and between **SPC HILLCREST LP**, a Texas limited partnership ("SPC"), and **CITY OF UNIVERSITY PARK** ("City").

WITNESSETH:

WHEREAS, SPC is the owner of those certain tracts of land in the City of University Park, County of Dallas, State of Texas, being more particularly described on **Exhibit A** attached hereto and made a part hereof (the “SPC Property”); and

WHEREAS, SPC intends to construct, among other things, a multi-story underground garage on the SPC Property (the “SPC Garage”); and

WHEREAS, City is the owner of that certain tract of land adjacent to the SPC Property in the City of University Park, County of Dallas, State of Texas, being more particularly described on **Exhibit B** attached hereto and made a part hereof (the “City Property”); and

WHEREAS, City intends to construct, among other things, a multi-story underground garage on the City Property (the “City Garage”); and

WHEREAS, it is the intent and desire of SPC and City by the terms of this Agreement to create an easement for (i) vehicular ingress and egress over, upon and across the access drive as identified on **Exhibit C** attached hereto and incorporated herein (the “Shared Access Drive”) and the internal vehicular ramps located within the SPC Garage and (ii) pedestrian ingress and egress over, upon and across the Shared Access Drive, the internal vehicular ramps located within the SPC Garage and the stairwells and elevators located on the SPC Property (cumulatively, the “Shared Access Facilities”).

NOW THEREFORE, for Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, SPC and City hereby agree as follows:

1. Easements. SPC does hereby reserve to itself and grants to City for the benefit of SPC and City, and for the benefit of their respective tenants, agents, representatives, licensees and invitees, (i) a permanent and non-exclusive easement and right to use the access drive and related curb cut within the Shared Access Drive and the internal vehicular ramps located within the SPC Garage to provide access from Daniel Street to the City Garage, (ii) a temporary construction easement to connect to such access drive, and (iii) a permanent and non-exclusive easement and right to use the Shared Access Facilities. In connection with such temporary construction easement, in the event that a wall is to be constructed in the SPC Garage at such access location, SPC and City shall reasonably cooperate in the design of such wall so as to permit such access to be obtained as simply as is prudent under the circumstances.

2. Restrictions. No barriers, curbs or other impediments to the free flow of pedestrian and vehicular traffic within the Shared Access Facilities shall be erected or maintained except for the Parking Equipment (defined below) such temporary barriers as may be necessary in order to facilitate construction and maintenance or to prevent the general public from obtaining rights in and to the SPC Property.

3. Maintenance. (a) SPC shall maintain, or cause to be maintained, at no cost or expense to City except as otherwise set forth below, the Shared Access Facilities and related parking equipment located therein (the "Parking Equipment") in good condition and repair at all times.

(b) SPC shall perform, or cause to be performed, its maintenance obligations hereunder in accordance with all applicable laws, rules, regulations, codes and ordinances and, to the extent reasonably practicable, in a manner so as not to unreasonably impair, interfere with or block the access to the City Garage.

(c) In the event SPC fails to diligently perform its continued maintenance and repair obligations in a commercially reasonable manner and such failure continues for ten (10) business days after receiving a written request from City to do so, City shall have a temporary easement and right to perform the requested continued maintenance and repair. SPC shall reimburse City for its proportionate share (based upon the number of parking spaces in the SPC Garage, and the total number of parking spaces in both the SPC Garage and the City Garage) of any and all reasonable and verified costs incurred in connection with the requested maintenance and repair within ten (10) business days after receiving from City a bill therefor, together with supporting documentation.

(d) Within thirty (30) days after receiving from SPC a bill therefor, together with supporting documentation (but not more often than once per month), City shall reimburse SPC for its proportionate share (based upon the number of parking spaces in the City Garage, and the total number of parking spaces in both the SPC Garage and the City Garage) of the cost to maintain, repair, and, if necessary, replace the Shared Access Facilities and/or the Parking Equipment. Notwithstanding the foregoing to the contrary, damage to the Shared Access Facilities and/or the Parking Equipment caused by SPC or City or their respective contractors or employees shall be the responsibility of SPC or City, as applicable. Further, any repairs or

replacement to any portion of the Parking Equipment that relates solely to the SPC Garage or the City Garage shall be the sole responsibility of the owner thereof.

4. Indemnification. To the extent allowed by applicable law, City shall indemnify and hold SPC harmless of and from all losses, costs, claims, and liabilities directly caused by the use of the Shared Access Facilities by City and its tenants, agents, representatives, licensees and invitees, not including the acts of omissions of SPC.

5. Enforceability. Only the fee simple owners of the SPC Property and the City Property shall have the right, but not the obligation, to enforce the terms and provisions of this Agreement. This Agreement may be enforced by any right or remedy available at law or in equity.

6. Mortgages Subordinate to Agreement. Any mortgage or lien affecting any portion of the SPC Property shall at all times be subject and subordinate to the terms of this Agreement and any person or entity foreclosing any such mortgage or lien or acquiring title by reason of a deed in lieu of foreclosure shall acquire title to the premises affected thereby subject to all of the terms of this Agreement.

7. Notices. All notices required or permitted to be delivered under this Agreement shall be delivered either by (i) hand delivery, (ii) certified mail, return receipt requested, or (iii) FedEx or other comparable overnight delivery service, for next business day delivery, and if to SPC or City, shall be addressed as follows:

If to SPC: c/o Strode Property Company
6801 Snider Plaza, Suite 220
Dallas, Texas 75205
Attn: Adam Richey

with a copy to: Condon Tobin Sladek Thornton PLLC
8080 Park Lane, Suite 700
Dallas, Texas 75231
Attn: Steven M. Thornton

If to City: City of University Park
3800 University Blvd.
University Park, Texas 75205
Attn: City Manager

with a copy to: Nichols, Jackson, Dillard, Hager & Smith L. L. P.
500 N. Akard, Suite 1800
Dallas, Texas 75201
Attn: Robert L. Dillard III

Such notice shall be deemed delivered upon the earlier of actual receipt or three (3) days after deposit with the United States Postal Service if sent via certified mail and the next business day following deposit with FedEx or other comparable delivery service.

7. Successors and Assigns. This Agreement is appurtenant to and runs with the land and shall also be binding upon and inure to the benefit of SPC and City and their respective successors and assigns.

8. Governing Law. This Agreement and all the provisions hereof shall be governed by and construed in accordance with the laws of the State of Texas.

9. Headings. The section headings in this Agreement are for convenience only, shall in no way define or limit the scope or content of this Agreement and shall not be considered in any construction or interpretation of this Agreement or any part thereof.

10. Severability. Should any provision of this Agreement be determined to be invalid or unenforceable, the remaining provisions of this Agreement shall be unaffected thereby and shall remain in full force and effect.

11. Amendment. This Agreement may only be amended or terminated by a written instrument executed and acknowledged by the fee owners of the property affected thereby and thereafter duly recorded in the Real Property Records of Dallas County, Texas.

12. Duration. This Agreement shall remain in effect for eighty (80) years from and after the date first set forth above, and shall continue for consecutive ten (10) year periods thereafter unless terminated by the fee owners of the SPC Property and the City Property.

13. Not a Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of fee title to any portion of the easements created hereunder to the general public or for any public purposes whatsoever.

14. Attorneys' Fees. In the event SPC or City institutes any action or proceeding against the other relating to the interpretation or enforcement of the provisions of this Agreement or any violation hereunder, the prevailing party shall be entitled to reasonable attorney fees, costs, and other expenses from the non-prevailing party.

15. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which together, shall constitute one and the same instrument.

[The Remainder of this Page Intentionally Left Blank]

IN WITNESS WHEREOF, SPC and City have executed this Agreement as of the day and year first above written.

SPC:

SPC HILLCREST LP,
a Texas limited partnership

By: SPC Hillcrest General, LLC,
a Texas limited liability company,
General Partner

By: M. Adam Richey, Manager
M. Adam Richey, Manager

STATE OF TEXAS

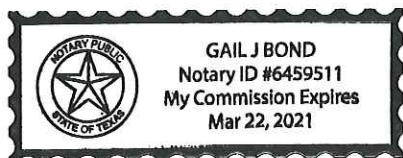
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COUNTY OF DALLAS

This instrument was acknowledged before me on this 13 day of April, 2017, by M. Adam Richey, Manager, on behalf of SPC Hillcrest General, LLC, a Texas limited liability company, General Partner of SPC Hillcrest LP, a Texas limited partnership.

Gail J. Bond
Notary Public in and for the State of Texas

My Commission Expires: March 22, 2021



CITY:

CITY OF UNIVERSITY PARK

By: _____
Olin B. Lane, Mayor

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on this _____ day of April, 2017, by Olin B. Lane, Mayor of City of University Park.

Notary Public in and for the State of Texas

My Commission Expires: _____

The undersigned, being the holder(s) of the lien against the SPC Property evidenced by Deed of Trust recorded under Clerk's File No. 2013-49271, Real Property Records of Dallas County, Texas, securing the payment of one certain promissory note of even date in the principal amount of \$21,000,000.00, payable to the order of Inwood National Bank, and subject to all of the terms, conditions and stipulations contained therein, including but not limited to any future indebtedness also secured by this lien, hereby consents to the execution of the foregoing Agreement and agrees that in the event of a foreclosure of the SPC Property or any portion thereof and/or the underlying property or any portion thereof (or deed in lieu thereof), the Agreement will remain in full force and effect and shall not be extinguished by such foreclosure (or deed in lieu thereof).

INWOOD NATIONAL BANK

By: _____
Name: _____
Its: _____

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on this ____ day of April, 2017, by _____, known to me to be person whose name is subscribed to the foregoing instrument; he acknowledged to me he is the _____ and duly authorized representative of Inwood National Bank, and he executed said instrument for the purposes and consideration therein expressed and in the capacity therein stated as the act and deed of said bank.

Notary Public in and for the State of Texas
My Commission Expires: _____

EXHIBIT A

SPC Property

The east one-half of Lot 6 and Lots 7, 8, 9, 10, 11 and 12 in Block 3 of University Park, an addition to the City of University Park, Dallas County, Texas, according to the Map recorded in Volume 2, Page 6 of the Map Records of Dallas County, Texas.

Exhibit A

EXHIBIT B

City Property

A tract of land situated in the John Scurlock Survey, Abstract No. 1351, City of University Park, Dallas County, Texas, and all of Lot 4, Lot 5, and the west one-half of Lot 6, Block 3 of University Park, an addition to the City of University Park, Dallas County, Texas according to the plat recorded in Volume 2, Page 6, Map records, Dallas County, Texas, and all of Lot 4 described in deed to SPC Hillcrest, LP recorded under Instrument Number 201500282787, Official Public Records, Dallas County, Texas, and all of Lot 5 and part of Lot 6 described in deed to SPC Hillcrest, LP recorded under Instrument Number 201500282785, Official Public Records, Dallas County, Texas, and more particularly described as follows:

Beginning at a chiseled "x" in concrete found for corner in the south line of Daniel Avenue (variable width right-of-way), and the northwest corner of said Lot 4 and the northeast corner of Lot 3 of said University Park;

Thence North 89 deg. 16 min. 53 sec. East along the south line of said Daniel Avenue, passing at a distance of 60.00 feet a ½ inch iron rod with yellow plastic cap stamped "RLG INC" found at the northeast corner of said Lot 4 and the northwest corner of said Lot 5, and continuing along said course passing at 120.00 feet the northeast corner of said Lot 5 and the northwest corner of said Lot 6, and continuing along said course a total distance of 150.00 feet to a ½ inch iron rod with yellow plastic cap stamped "RLG INC" set in the north line of said Lot 6 for the northeast corner of the tract being described herein;

Thence South 00 deg. 43 min. 07 sec. East across said Lot 6 a distance of 150.00 feet to a ½ inch iron rod with yellow plastic cap stamped "RLG INC" set in the south line of said Lot 6 and the north line of Haynie Avenue (50 foot right-of-way) for the southeast corner of the tract being described herein;

Thence South 89 deg. 16 min. 53 sec. West along the north line of said Haynie Avenue, passing at a distance of 30 feet a ¾ inch iron pipe found at the southwest corner of said Lot 6 and the southeast corner of said Lot 5, and continuing along said course passing at 90.00 feet a ½ inch iron rod with yellow plastic cap stamped "RLG INC" found at the southwest corner of said Lot 5 and the southeast corner of said Lot 4, and continuing along said course a total distance of 150.00 feet to a ½ inch iron rod with yellow plastic cap stamped "RLG INC" set for corner at the southwest corner of said 4 and southeast corner of said Lot 3;

Thence North 00 deg. 43 min. 07 sec. West along the west line of said Lot 4 and the east line of said Lot 3 a distance of 150.00 feet to the point of beginning, and containing 22,500 square feet or 0.5165 acres, more or less.

EXHIBIT C

Depiction of Shared Access Drive

Exhibit C