

**DRIVEWAY, EASEMENT, SHARED PARKING, GARBAGE COLLECTION,
SIGNAGE AND IRRIGATION SYSTEM AGREEMENT**

THIS AGREEMENT is entered into by and between,

TRACT A: S&P Worldwide LLC, a Texas Limited Liability Corporation located at 1880 Mineral Wells Hwy, Ste 104, Weatherford, TX 76088-8381, hereafter, "Grantor" owner of Coppell Heights Replat, Blk A, Lot 9C, ACS 2.600, Coppell, Dallas County, Texas, according to the plat thereof recorded under Document No. xxxx, Map Records, Dallas County, Texas together with a Certificate of Correction recorded under Document xxx, Official Public Records, Dallas County, Texas,

and,

TRACT B: Coppell Heights LLC, a Texas Limited Liability Corporation located at 2560 King Arthur Blvd, Suite 124-38, Lewisville, TX 75056, hereafter 'Grantee' owner of Coppell Heights Replat, Blk A, Lot 9D, ACS 2.600, Coppell, Dallas County, Texas, according to the plat thereof recorded under Document No. xxxx, Map Records, Dallas County, Texas. *(To be determined)*

Grantor, for and in consideration of the sum of Ten and no/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, sell and convey unto Grantee, Grantee's successors, assignees, representatives and guests, the non-exclusive, free and uninterrupted use, liberty, privilege and perpetual easement of parking in the designated parking spaces and passing on, over, across, upon and under that certain real property located on Tract B in Dallas County, Texas and being more fully described in Exhibit A attached hereto and made a part hereof (the "Easement").

The Easement herein granted, together with free ingress, egress and regress, is subject to the conditions set forth below and shall be perpetual and forever as an appurtenance to the premises owned by Grantee; and Grantor does hereby bind Grantor's heirs, executors and administrators to warrant and forever defend, all and singular the Easement unto Grantee, Grantees' heirs, successors, representatives or assignees, against every person whomsoever lawfully interfering or to interfere with the enjoyment of the same, or any part thereof, to the extent that such claim arises by, through, or under Grantor but not otherwise.

1. Grantor and Grantee agree to maintain their respective easement area, driveway, parking, including the pavement, landscaping, irrigation system and parking lot striping in a condition comparable to an office property located in Dallas-Fort Worth area at their own sole cost and expense. The maintenance and repairs may be performed by each of the parties to their Tract, as necessary without the consent of the other upon.

2. Grantor and Grantee agree to allow cross-parking between the two buildings in non-designated parking spots. If at any time, either of the two buildings' tenants misuses this privilege, Grantor and Grantee agree to resolve this with their respective tenant within 5 days of written notice provided by either party.
3. Grantor and Grantee agree to be responsible for removing from the Easement area any debris at their own sole cost and expense.
4. Grantor and Grantee agree to provide each other or their crew access to common easement, parking, pavement, utilities, and other areas
5. Grantor and Grantee agree that they shall not obstruct or restrict the use of any portion of the said parking lot and driveway and no buildings or improvements may be erected upon said easement.
6. Grantor and Grantee agree to maintaining the irrigation system on their tracts at their own sole expense.
7. Grantor and Grantee agree to water the trees, grass and shrubs on their lots as per the city covenants and water restrictions to keep them in healthy state. The cost of water to be distributed proportionately by the portions of the buildings owned by each, the Grantor and the Grantee.
8. Grantor agrees to allow Grantees' tenants to use the current dumpster and the dumpster site for regular trash. The cost of dumpster pick-ups is to be distributed proportionately by the portions of the buildings owned by each, the Grantor and the Grantee. If any of the buildings' tenants require higher than normal trash pick-up or have a special handling trash (e.g. medical purpose), the Grantor and Grantee agree to distribute the cost accordingly by not impacting other tenants' or building owner's usage.
9. Grantor and Grantee agree to allow each other's tenants' signage to be displayed on the sign monument with a written permission of the other party. The tenants in building#100 get preference of signage placement on East Beltline Road monument sign. Similarly, tenants in building#200 get preference of signage placement on South Beltline Road monument sign. The signage size and position shall follow City of Coppel and Dallas County guidelines and ordinances.

In the event it becomes necessary to enforce the terms of this agreement through court proceedings the prevailing party shall be entitled to reasonable attorneys' fees.

Executed the xxth day of Month, 2015.

S&P Worldwide LLC,
a Texas Limited Liability Corporation
By:
Title:
Signature:

Coppell Heights, LLC,
a Texas Limited Liability Corporation
By:
Title:
Signature:

STATE OF TEXAS §

COUNTY OF DALLAS §

 This instrument was acknowledged before me on the ____ day of _____, 2015 by
_____ of S&P Worldwide LLC, a Texas Corporation on behalf of said
corporation.

<Seal>

Notary Public, State of Texas

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Exhibit A

Survey showing driveway, easement, shared parking, garbage collection and irrigation system

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