

**ELECTRONICALLY RECORDED 201500030192  
02/05/2015 03:16:25 PM EASEMENT 1/13**

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**TREE PRESERVATION EASEMENT AGREEMENT**

THIS TREE PRESERVATION EASEMENT AGREEMENT (this “*Agreement*”) is made as of the 14 day of December, 2014 (the “*Effective Date*”), by and between ALFORD COPPELL REAL ESTATE HOLDINGS, LLC, a Texas limited liability company (“*Grantor*”), and RAM DORA SUNKAVALLI, SUSHMA CHERUKURU and SRI HARI KONERU (collectively, “*Grantee*”).

**RECITALS**

WHEREAS, Grantor is the owner of certain real property situated in the City of Coppell, Dallas County, Texas, as more particularly described on Exhibit A attached hereto (“*Grantor’s Property*”);

WHEREAS, Grantee is the owner of certain real property situated in the City of Coppell, Dallas County, Texas, as more particularly described on Exhibit B attached hereto (“*Grantee’s Property*”); and

WHEREAS, in connection with the sale of Grantee’s Property from Grantor to Grantee, Grantor has agreed to permit Grantee access to that certain portion of Grantor’s Property described on Exhibit C attached hereto (the “*Easement Area*”) for the purpose of maintaining trees in the Easement Area.

**AGREEMENT**

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

**ARTICLE 1  
THE TREE PRESERVATION EASEMENT**

1.1 Certain Definitions. In addition to terms defined elsewhere in this Agreement, the following definitions shall apply for purposes of this Agreement:

(a) The term “*Permitted Users*” shall mean and be deemed to include the applicable Owner and their respective successors, assigns, heirs, grantees, mortgagees, tenants, subtenants, invitees, licensees, concessionaires, contractors and agents, and the officers, directors, partners, agents, employees, customers, visitors, contractors, licensees, and invitees of any of them.

(b) The term "*Owner*" or "*Owners*" means, with respect to Grantor's Property or Grantee's Property, the owner of record of any of Grantor's Property or Grantee's Property from time to time, whether one or more Persons, or any interest in fee simple, reversion, remainder or leasehold estate of 99 years or more.

(c) The term "*Person*" shall mean any natural person and any corporation, partnership, limited liability company, trust, sole proprietorship, joint venture, governmental agency or authority or any other entity whatsoever.

1.2 Tree Preservation Easement. Subject to the terms hereof and for the consideration herein expressed, Grantor hereby grants and conveys to Grantee, for the benefit of Grantee and its Permitted Users, a perpetual, non-exclusive and appurtenant easement (the "*Tree Preservation Easement*") over, across and upon the Easement Area, for the purpose of maintaining trees in the Easement Area. Reference is made to the tree survey attached hereto as Exhibit D. The trees in the Easement Area shall be protected in compliance with the City of Coppell Code of Ordinances. The trees are being considered in the development of Grantee's Property and shall not be considered in any other developments.

1.3 No Interference. Owners shall not erect, install or place any building, improvement, fence, wall, curb or other barrier on, over, across or under the Easement Area that will impair, burden or interfere with the rights granted herein; provided, however, that this paragraph shall not prevent Grantor from making reasonable and necessary repairs permitted under this Agreement that may temporarily inhibit or preclude the use of the Tree Preservation Easement.

## ARTICLE 2 MISCELLANEOUS

2.1 Release and Continuing Obligations. If an Owner sells, transfers or assigns all of its interest in its entire portion of Grantor's Property or Grantee's Property, it shall be released from any future obligations hereunder with respect to such property arising after the effective date of such sale, transfer or assignment; provided, however, that all successors in title shall be bound by the rights and obligations hereof all of which are covenants running with the land.

2.2 Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF TEXAS APPLICABLE TO CONTRACTS TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, INCLUDING ALL MEANS OF CONSTRUCTION, VALIDITY AND PERFORMANCE. EACH OWNER HEREBY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF ANY STATE COURT SITTING IN OR WITH JURISDICTION OF DALLAS COUNTY, TEXAS, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT AND HEREBY IRREVOCABLY AGREES THAT ALL CLAIMS IN RESPECT OF SUCH ACTION OR PROCEEDING SHALL BE HEARD AND DETERMINED IN A STATE COURT SITTING IN OR WITH JURISDICTION OF DALLAS

COUNTY, TEXAS. EACH OWNER AGREES THAT THE PROVISIONS OF THIS SECTION 2.2 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

2.3 Attorneys' Fees. If there is any legal action or proceeding to enforce or interpret any provision of this Agreement or to protect or establish any right or remedy of any party, the unsuccessful party to such action or proceeding whether such action or proceeding is settled or prosecuted to final judgment, shall pay to the prevailing party as finally determined, all costs and expenses, including without limitation reasonable attorneys' fees and costs, incurred by such prevailing party in such action or proceeding, in enforcing such judgment, and in connection with any successful appeal from such judgment.

2.4 No Third Party Beneficiaries. Except as herein specifically provided, no rights, privileges or immunities conferred on the Owners by this Agreement shall inure to the benefit of any tenant, customer, employee, visitor or invitee of any Owner of any property, or any other third party; nor shall any tenant, customer, employee, visitor or invitee of any Owner of any property or any other third party be deemed to be a third party beneficiary of any of the provisions contained herein.

2.5 No Joint Venture. Nothing contained in this Agreement shall be deemed or construed to create the relationship of principal and agent or create any partnership, joint venture or other association between or among any of the Owners.

2.6 Severability. If any provision of this Agreement is declared invalid, such provision shall be severed from this Agreement and the remainder shall continue to be given full force and effect and, in lieu of such severable provision, there shall be added hereto a provision as similar thereto as shall be valid and enforceable.

2.7 Amendments. The provisions of this Agreement may be modified or amended, in whole or in part, only by declaration in writing, executed and acknowledged by all Owners, duly recorded in the real property records of Dallas County, Texas. Any amendments or modifications hereof, whenever made, shall be superior to any and all liens, to the same extent as this Agreement as if such amendment or modification had been executed concurrently herewith.

2.8 No Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of any parcel to the general public or for the general public or for any public purpose whatsoever, it being the intention of the Owners that this Agreement shall be strictly limited to the Owners of Grantor's Property and Grantee's Property and their Permitted Users.

2.9 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns. Any reference to an obligation or right of FC herein shall be deemed to include and may be exercised by FC's successors and assigns.

2.10 No Waiver. No waiver of any provision hereof shall be deemed to imply or constitute a further waiver thereof or any other provision set forth herein.

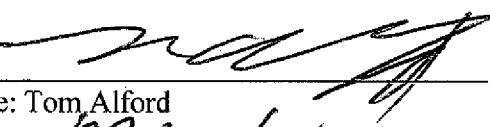
2.11 Non-Business Days. If any date herein set forth for the performance of any obligations by the parties should be on a Saturday, Sunday or legal holiday, the compliance with such obligations shall be deemed acceptable on the next business day following such Saturday, Sunday or legal holiday.

*[SIGNATURE PAGES FOLLOW]*

**IN WITNESS WHEREOF**, this Agreement is to be effective as of the Effective Date.

**GRANTOR:**

ALFORD COPPELL REAL ESTATE  
HOLDINGS, LLC,  
a Texas limited liability company

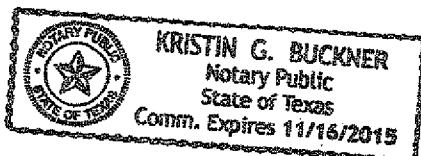
By:   
Name: Tom Alford  
Title: Member

STATE OF TEXAS            §  
                                  §  
COUNTY OF DALLAS        §

This instrument was acknowledged before me on this the 23 day of December, 2014, by  
Tom Alford, Member of Alford Coppell Real Estate Holdings, LLC, a Texas  
limited liability company, on behalf of said entity



Notary Public in and for  
The State of Texas



GRANTEE:

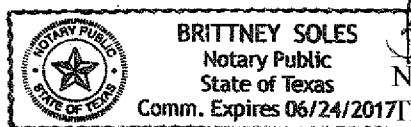
RAM DORA SUNKAVALLI

SUSHMA CHERUKURU

SRI HARI KONERU

STATE OF TEXAS      §  
CITY OF DALLAS      §

This instrument was acknowledged before me on this the 23 day of December, 2014, by  
Ram Dora Sunkavalli.



Brittney Soles  
Notary Public in and for  
The State of Texas

STATE OF TEXAS      §  
CITY OF DALLAS      §

This instrument was acknowledged before me on this the 23 day of December, 2014, by  
Sushma Cherukuru.

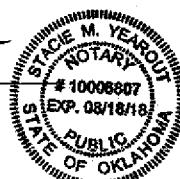


Brittney Soles  
Notary Public in and for  
The State of Texas

OKLAHOMA  
STATE OF TEXAS      §  
CITY OF DALLAS      §

This instrument was acknowledged before me on this the 24 day of December, 2014, by  
Sri Hari Koneru.

Stacie M. Yearout  
Notary Public in and for  
The State of Texas  
*Oklahoma*



**EXHIBIT A**

**Legal Description of Grantor's Property**

Being Lot 1R, in Block 1, of Alford Media Addition Revised, being a replat of Lot 1, Block 1, Alford Media Addition, an Addition to the City of Coppell, Dallas County, Texas, according to the Replat thereof recorded in cc# 201400322625, Real Property Records, Dallas, County, Texas.

**EXHIBIT B**

**Legal Description of Grantee's Property**

Being Lot 2, in Block 1, of Alford Media Addition Revised, being a replat of Lot 1, Block 1, Alford Media Addition, an Addition to the City of Coppell, Dallas County, Texas, according to the Replat thereof recorded in cc#201400322625, Real Property Records, Dallas, County, Texas.

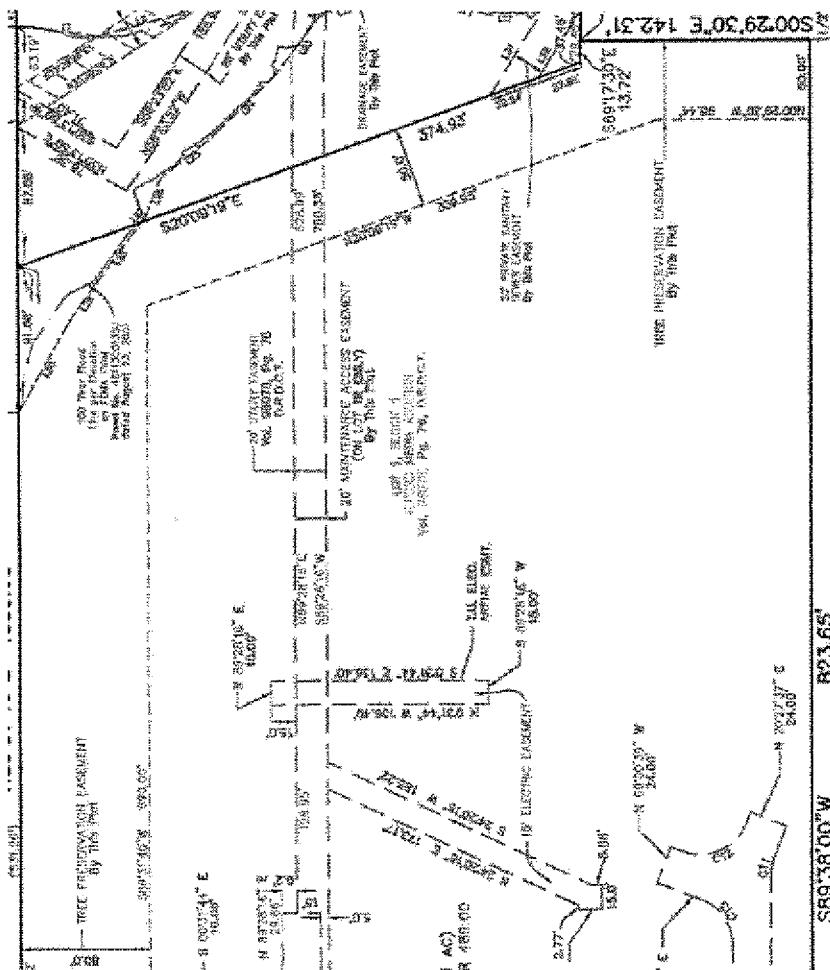
The above referenced Lot 2 being subsequently described as follows upon recording of the replat described below:

Being Lots 1 through 9, in Block 1, of the IRBY ADDITION PHASE II (The Preserve at Oak Grove), being a replat of Lot 2, Block 1, Alford Media Addition Revised, an Addition to the City of Coppell, Dallas County, Texas, according to the Replat thereof recorded in the Real Property Records, Dallas, County, Texas.

EXHIBIT C

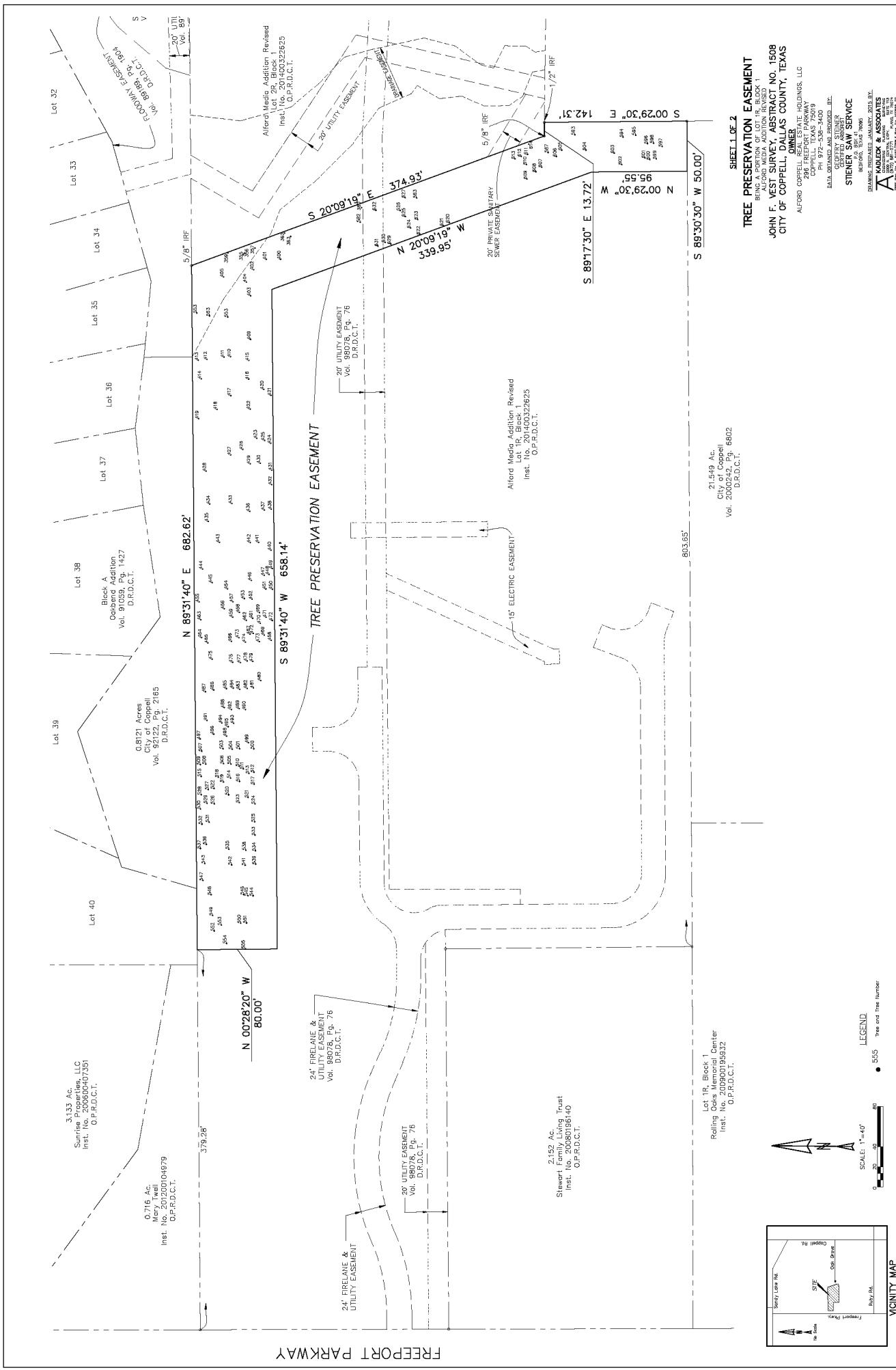
### Easement Area

Area shown and labeled as "Tree Preservation Easement" on Lot 1R, in Block 1, of Alford Media Addition Revised, according to the Replat thereof recorded in cc# 201400322625, Real Property Records, Dallas, County, Texas, such are also being depicted below:



**EXHIBIT D**

[attach tree survey]



**TREE PRESERVATION EASEMENT**  
BEING A PORTION OF LOT 1<sup>IR</sup>, BLOCK 1  
ALFORD MEDIA ADDITION REVISED

JOHN F. VEST SURVEY, ABSTRACT NO. 15058  
CITY OF COPPELL, DALLAS COUNTY, TEXAS  
**OWNER**  
ALFORD COPPELL REAL ESTATE HOLDINGS, LLC

PH 972-538-3400  
DATA OBTAINED AND PONDED BY:  
GEOFFREY STEINER  
CERTIFIED ARRESTEE  
**STIENER SAW SERVICE**  
P.O. BOX 41  
BEDFORD, TEXAS 76025  
DRAWING PREPARED JANUARY 2015 BY:

**KADLECK & ASSOCIATES**  
PLANNING SERVICES  
2000 N. CENTRAL EXPY., SUITE 115  
(972) 941-7070, PLANO, TX 75074  
(972) 941-7075, FAX  
(972) 941-7076, TDD  
TELETYPE NO. (901) 520-0020

**Filed and Recorded  
Official Public Records  
John F. Warren, County Clerk  
Dallas County, TEXAS  
02/05/2015 03:16:25 PM  
\$74.00  
201500030192**

