



TOWN OF ADDISON
PAYMENT AUTHORIZATION MEMO

Date: May 5, 2015 # Claim # _____ Check \$ # \$16,300.00

Vendor No. 14319

Vendor Name North American Title Company

Address 8070 Park Ln.

Address Suite 200

City & State Dallas, Texas

Zip Code 75231

INVOICE # OR DESCRIPTION	FUND	DEPT	OBJ	PROJ	SAC	AMOUNT
	(00)	(000)	(00000)	(00000)	(000)	(\$000,000.00)
Parcel 1R GF# 14766-13-00743	40	823	56570	20124		\$16,300.00

TOTAL \$16,300.00

EXPLANATION

Parcel 1R GF# 14766-13-00743

Contact Shawn Cheairs with confirmation of payment.

****Funds to be wired.****


Authorized Signature

Finance



April 20, 2015
AVO 29350

Next Business Day Delivery

Jason Shroyer
Town of Addison
16801 Westgrove Drive
Addison, TX 75001

**RE: Town of Addison, Belt Line Road Project-Phase I
Parcel 1R Property Address – 3701 Beltline Road**

Dear Mr. Shroyer:

The following documents are enclosed in support of payment in the amount of **\$16,300.00** to **North American Title Company and Beltline/Marsh, Ltd.**

- Original, Easement for Utilities and Sidewalk
- Town of Addison Sales Agreement
- Completed W-9
- Analysis of Commitment
- Title Commitment
- Copy of Initial Offer with certified mail receipt
- Negotiator's Certificate

The property is a **partial acquisition** of a utility easement on commercial property. The Deletion of Arbitration Provision will be signed at closing. Processing for payment is requested. If you have any questions or comments, please do not hesitate to contact me at 214.217.6491 or vgill@halff.com. Thank you.

Sincerely,

HALFF ASSOCIATES, INC.

A handwritten signature in blue ink, appearing to read "Vickie Gill", written over the printed name.

Vickie Gill
Title Assistant

Enclosures

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.

**After Recording Return To:
City Manager
Town of Addison, Texas
P.O. Box 9010
Addison, Texas 75001**

EASEMENT FOR UTILITIES AND SIDEWALK

**STATE OF TEXAS §
 §
COUNTY OF DALLAS §**

DATE: February 27, 2015

GRANTOR: Beltline/Marsh, Ltd., a Texas limited partnership
P. O. Box 12392
Dallas, TX 75225
(Dallas County)

GRANTEE: Town of Addison, Texas, and all public utility companies
5300 Belt Line Road
Dallas, Texas 75254
(Dallas County)

CONSIDERATION:

Ten Dollars (\$10.00) in hand paid by Grantee, the receipt and sufficiency of which is acknowledged by Grantor, and other good and valuable consideration.

EASEMENT PROPERTY:

See **Exhibit "A"** attached hereto and incorporated herein by reference.

EASEMENT PURPOSE: This easement is granted "For the construction, installation, operation, improvement, use, inspection, repair, maintenance, reconstruction, replacement, relocation and removal of utilities (including, without limitation, water, sanitary sewer, storm sewer, drainage, electric, gas, telephone, fiber optic, telecommunications, cable television, and other communications systems), together with all and singular related rights and appurtenances, facilities, equipment and attachments

thereto, including, without limitation, lines, pipelines, valves, manholes, switchgear, transformers, manhole vents, lateral line connections, and junction boxes (collectively, the "Utility Facilities"), and of a sidewalk (including, without limitation, the use of the sidewalk for pedestrian traffic), together with all and singular related rights and appurtenances, facilities, equipment and attachments thereto, including landscaping, pedestrian amenities and improvements (including but not limited to benches, bench coverings, ramps, planters, planting areas, trees, and water fountains) (collectively, the "Sidewalk Facilities") (the Utility Facilities and the Sidewalk Facilities being referred to herein together as the "Facilities"), and related and customary uses and purposes related or attendant to any and all of the foregoing."

RESERVATIONS FROM CONVEYANCE:

None.

EXCEPTIONS TO WARRANTY:

None.

GRANT OF EASEMENT: Grantor, for the Consideration described above and subject to the Reservations from Conveyance and the Exceptions to Warranty, GRANTS, SELLS, and CONVEYS to Grantee and Grantee's successors and assigns an easement and right-of-way on, in, over, under, through, and across the Easement Property, together with all and singular the rights and appurtenances thereto in any way belonging (collectively, the "Easement"), TO HAVE AND TO HOLD the Easement to Grantee and Grantee's heirs, successors and assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, successors and assigns to WARRANT AND FOREVER DEFEND the title to the Easement in Grantee and Grantee's heirs, successors and assigns against every person whomsoever lawfully claiming or to claim the Easement or any part of the Easement, except as to the Reservations from Conveyance and the Exceptions to Warranty.

TERMS AND CONDITIONS:

1. *Character of Easement.* The Easement is exclusive and irrevocable. The Easement is for the benefit of Grantee and Grantee's heirs, successors and assigns.
2. *Duration of Easement.* The duration of the Easement is perpetual.
3. *Reservation of Rights.* Grantor reserves for Grantor and Grantor's heirs, successors and assigns the right to use all or part of the Easement Property in conjunction with Grantor as long as such use by Grantor and Grantor's heirs, successors and assigns does not interfere with the use of the Easement Property by Grantee and Grantee's successors and assigns.
4. *Improvement and Maintenance of Easement Property.* Grantor agrees, for the consideration set forth herein, not to construct or place within the Easement Property any buildings, structures, fences, or other improvements of any nature whatsoever, or any shrubs,

trees or other growth of any kind, or otherwise interfere with the Easement, without the prior written consent of Grantee. Grantee shall have the right to remove, and keep removed, all or parts of any building, structure, fence, or other improvement, or any shrub, tree, or other growth, of any character that is located within the Easement Property and which, in the judgment of Grantee, may endanger or in any way interfere with the construction, efficiency, or convenient and safe operation and maintenance of the Easement or the Facilities described herein or the exercise of Grantee's rights hereunder. Grantee, its heirs, successors and assigns and its officers, employees, contractors, and licensees shall at all times have the right and privilege to access the Easement Property for the Easement Purpose.

Grantee shall repair and replace, at Grantee's expense, all paving, curbing, fencing, walls, shrubbery, trees and landscaping located on the Easement Property to the extent that any of the same is damaged by Grantee's use of the Easement Property, but only if such repair and replacement does not, in the judgment of Grantee, interfere with Grantee's use of the Easement Property.

5. *Equitable Rights of Enforcement.* 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 or to those benefited 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, in equity, or otherwise.

6. *Binding Effect.* This Easement for Utilities agreement binds and inures to the benefit of the Grantor and Grantor's heirs, successors and assigns and the Grantee and Grantee's, heirs, successors and assigns.

7. *Choice of Law.* This Easement for Utilities agreement shall be construed under the laws of the State of Texas, without regard to choice-of-law rules of any jurisdiction. Venue for all suits, matters, claims, or proceedings hereunder lies exclusively in Dallas County, Texas.

8. *Waiver of Default.* 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 rights or remedies set forth in this Easement for Utilities agreement does not preclude pursuit of any other rights or remedies in this Easement for Utilities agreement or provided by law, in equity, or otherwise.

9. *Integration.* This Easement for Utilities agreement contains the complete agreement of the parties with respect to the matters set forth herein 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 Easement for Utilities agreement.

10. *Legal Construction.* If any provision of this Easement for Utilities 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 Easement for Utilities 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 neuter include the masculine or feminine gender, and vice versa. Article and section headings in this Easement for Utilities agreement are for reference only and are not intended to restrict or define the text of any section. This Easement for Utilities agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.

11. *Notices.* Any notice, demand, request or communication required or permitted under this Easement for Utilities agreement shall be in writing, addressed as provided hereinafter to the party to whom the notice or request is given, and shall be either (i) delivered personally, (ii) sent by United States certified mail, postage prepaid, return receipt requested, or (iii) placed in the custody of Federal Express Corporation or other nationally recognized carrier to be delivered overnight. Notice shall be deemed given: when received if delivered personally; forty-eight (48) hours after deposit if sent by mail; and twenty-four (24) hours after deposit if sent by Federal Express or other nationally recognized carrier. Address for notice are as follows:

To Grantor:

Beltline/Marsh, Ltd.
P. O. Box 12392
Dallas, TX 75225
Attn: Thomas R. Matter

To Grantee:

Town of Addison, Texas
5300 Belt Line Road
Dallas, Texas 75254
Attn: City Manager

From time to time either party may designate another address within the 48 contiguous states of the United States of America for all purposes of this Easement for Utilities agreement by giving the other party not less than ten (10) days advance notice of such change of address in accordance with the provisions hereof.

12. *Third Party Beneficiaries.* This Easement for Utilities and all of its provisions are solely for the benefit of the parties hereto and their respective heirs, successors, and assigns.

13. *Authorized Persons.* The undersigned persons are the properly authorized representatives of each of the respective parties and have the necessary authority to execute this Easement for Utilities on behalf of the parties hereto.

MISCELLANEOUS:

When the context requires it, singular nouns and pronouns include the plural.

EXECUTED effective as of the date first written above.

GRANTOR:

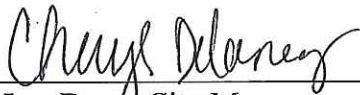
Beltline/Marsh, Ltd., a Texas limited partnership:

by: Shell/Taco, LLC, a Texas limited liability company,
its General Partner:

by: 
Thomas R. Matter, Manager

GRANTEE:

Town of Addison, Texas:


By: 
~~Lea Dunn, City Manager~~

Acknowledgments

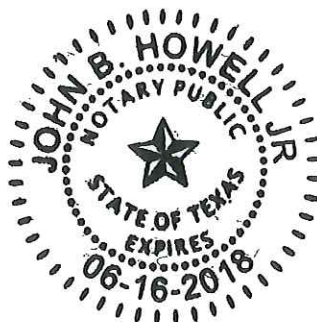
State of Texas,
County of Dallas:

Before me, the undersigned authority, on this day personally appeared Thomas R. Matter, as Manager of Shell/Taco, LLC, a Texas limited liability company, the General Partner of Beltline/Marsh, Ltd., a Texas limited partnership, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and on behalf of said entity.

Given under my hand and seal of office this 17th day of April, 2015.


Notary Public, State of Texas

(seal)

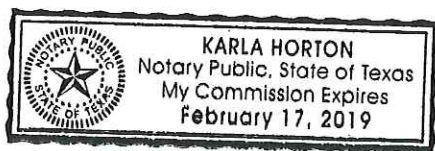


State of Texas,
County of Dallas:

Before me, the undersigned authority, on this day personally appeared Cheryl Delaney, Deputy City Manager of the Town of Addison, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that (s)he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and on behalf of said entity.

Given under my hand and seal of office this 1st day of May, 2015.

(seal)



Karla Horton
Notary Public, State of Texas
Print Name: Karla Horton

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PARCEL 1R
0.0075 ACRE (326 SQUARE FOOT)
RIGHT OF WAY
OUT OF
LOT 2 MARSH/BELT LINE SHOPPING CENTER
TOWN OF ADDISON, DALLAS COUNTY, TEXAS

BEING a 326 square foot tract of land situated in the T.L. Chenoweth Survey, Abstract Number 273, Town of Addison, Dallas County, Texas, and being part of Lot 2 of MARSH/BELT LINE SHOPPING CENTER, an addition to the Town of Addison, Texas, as recorded in Volume 2000124, Page 04596 of the Deed Records, Dallas County, Texas (D.R.D.C.T.), said tract also being part of that tract of land described in deed to Beltline/Marsh, Ltd, as recorded in Volume 2001196, Page 07657, D.R.D.C.T., and being more particularly described as follows:

BEGINNING at a 1/2-inch found iron rod with "RPLS 3688" cap for the most westerly southwest corner of said Lot 2 at the northwest corner of a corner clip for the intersection of the east right-of-line of Marsh Lane (120 feet wide) with the north right-of-way line of Belt Line Road (right-of-way width varies);

THENCE North 00 degrees 35 minutes 19 seconds West, with the common east right-of-way line of said Marsh Lane and the west-line of said Lot 2, a distance of 14.57 feet to a set "X" cut in concrete for corner at the intersection of the proposed right-of-way line with said common line;

THENCE South 45 degrees 26 minutes 36 seconds East, departing said common line, over and across said Lot 2, with said proposed right-of-way line, a distance of 42.53 feet to a 1/2-inch set iron rod with a yellow plastic cap stamped "HALFF" for the intersection of said proposed right-of-way line with the common north right-of-way line of said Belt Line Road and the south line of said Lot 2;

THENCE South 89 degrees 42 minutes 08 seconds West, departing said proposed right-of-way line, with said common line, a distance of 13.94 feet to a 1/2-inch found iron rod with "RPLS 3688" cap for the most easterly southwest corner of said Lot 2 and the southeast corner of said corner clip;

THENCE North 46 degrees 35 minutes 15 seconds West, with said corner clip, a distance of 22.33 feet to the POINT OF BEGINNING and containing 0.0075 of an acre (326 square feet) of land, more or less.

NOTES:

The basis of bearing is the Town of Addison Survey Control Network (December 2007 update) based on Monument Numbers COA-3, COA-4, COA-5, COA-10, & COA-11. All distance are surface distances using the TXDOT Dallas County Scale Factor 1.000136506.

A survey exhibit of even date accompanies this metes & bounds description.



T.L. CHENOWETH SURVEY, ABSTRACT NUMBER 273

MARSH LANE
(120' WIDE RIGHT-OF-WAY)

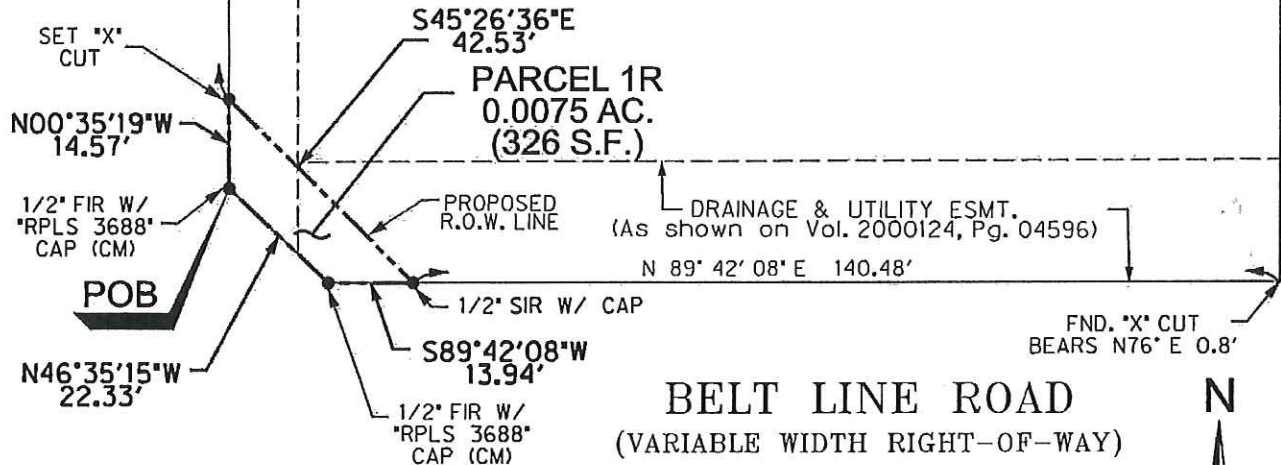
N 00° 35' 19" W 115.44'

FND
P.K. NAIL

SANITARY SEWER ESMT.
(VOL. 78155, PG. 0001)

BELTLINE/MARSH, LTD.
TRACT 1, VOL. 2001196, PG. 07657

LOT 2
MARSH/BELT LINE SHOPPING CENTER
VOL. 2000124, PG. 04596



BELT LINE ROAD
(VARIABLE WIDTH RIGHT-OF-WAY)

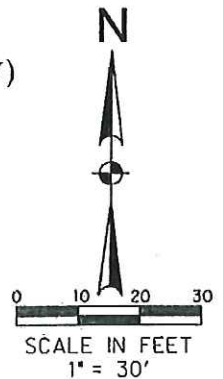
LEGEND

(CM)	CONTROLLING MONUMENT
SIR	SET IRON ROD
W/CAP	WITH YELLOW PLASTIC CAP STAMP "HALFF"
W/ESMT CAP	WITH BLUE PLASTIC CAP STAMP "HALFF ESMT"
FIR	FOUND IRON ROD
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
AC.	ACRES
S.F.	SQUARE FEET

NOTES

- The basis of bearing is the Town of Addison Survey Control Network (December 2007 update) based on Monument Numbers COA-3, COA-4, COA-5, COA-10, & COA-11. All distances are surface distances using the TXDOT Dallas County Scale Factor 1.000136506.
- A metes & bounds description of even date accompanies this survey exhibit.
- This survey was prepared without the benefit of a title commitment. Easements may exist where none are shown.

JAL
2/23/13

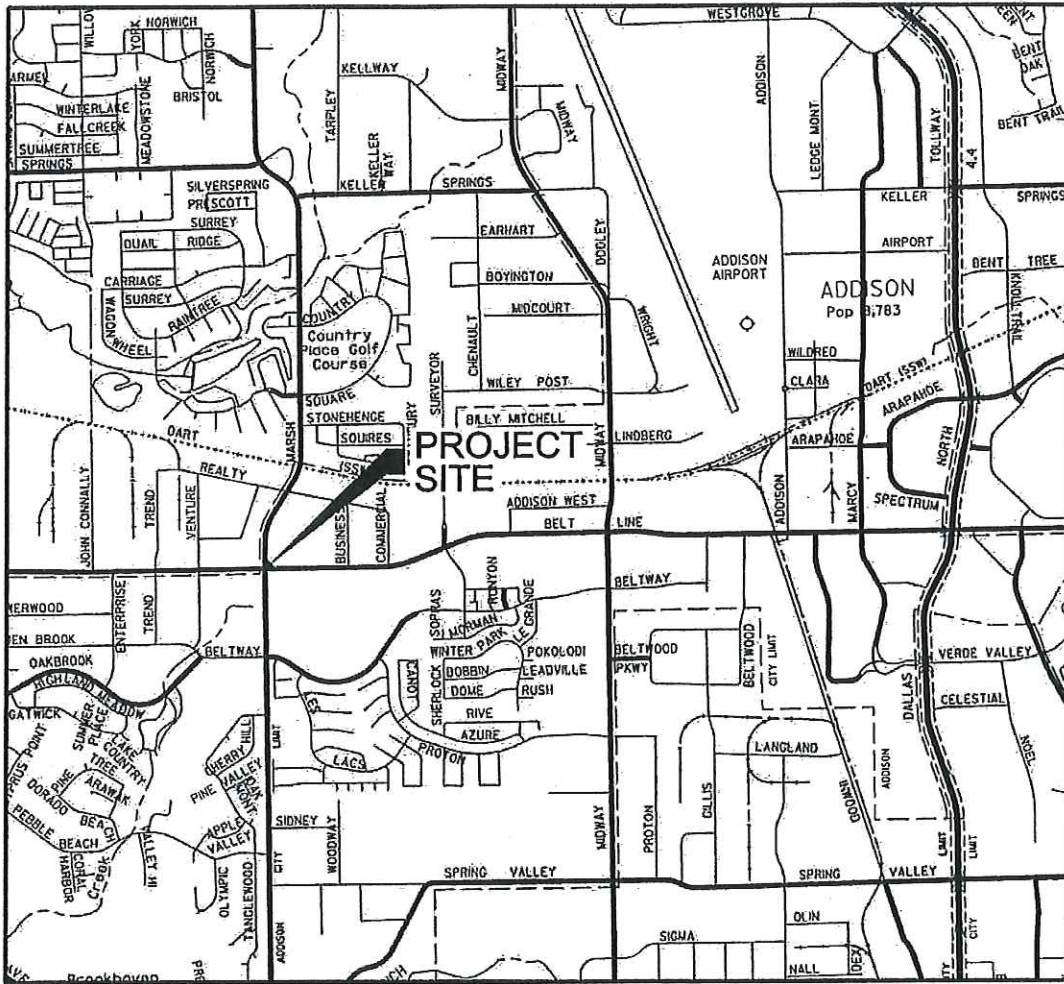


PARCEL 1R
0.0075 AC (326 S.F.)
RIGHT-OF-WAY OUT OF LOT 2
MARSH/BELT LINE SHOPPING CENTER
TOWN OF ADDISON,
DALLAS COUNTY, TEXAS

DATE: 10-23-2013 AVO: 29350



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LOCATION MAP
NOT TO SCALE

PARCEL 1R
0.0075 AC (326 S.F.)
RIGHT-OF-WAY OUT OF LOT 2
MARSH/BELT LINE SHOPPING CENTER
TOWN OF ADDISON,
DALLAS COUNTY, TEXAS

DATE: 10-23-2013 AVO: 29350



**TOWN OF ADDISON
SALES AGREEMENT**

STATE OF TEXAS

KNOW ALL PERSONS BY THESE PRESENTS

COUNTY OF DALLAS

That **BELTLINE/MARSH, LTD., a Texas limited partnership**, hereinafter referred to as "Seller", whether one or more and the sole owner of the Property, hereby agrees to convey an Easement for Utilities and Sidewalk to **THE TOWN OF ADDISON, TEXAS**, 5300 Belt Line Road, Dallas, TX 75254, hereinafter referred to as "Town", on all that certain tract or parcel of land more fully described in field notes and plats marked **EXHIBIT "A"**, attached hereto and made a part hereof for all purposes (the "Property"), upon the following terms and conditions, to-wit:

1. The consideration to be paid by Town to Seller is as follows:

• FEE SIMPLE PARCEL ACQUIRED	\$ n/a
• EASEMENT FOR UTILITIES	\$ 16,300.00
• "COST TO CURE" DAMAGES	\$ 0.00
• TOTAL CONSIDERATION/ALL CASH AT CLOSING:	\$ 16,300.00

2. Seller shall deliver good and indefeasible title.

3. Town, at Town's expense, will obtain a Title Insurance Policy from North American Title Company, Fort Worth, Texas. Any Seller or Title Company requested exception to Title Insurance must be approved by the Town Attorney.

4. Seller reserves all of the oil, gas and sulphur in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling for same.

5. Consideration to be paid upon the proper execution and delivery of the Easement for Utilities and Sidewalk at closing of said purchase.

The foregoing consideration to be paid to Seller shall be considered full compensation for said Property and for any damages that may be claimed or asserted by virtue of the establishment and construction of the improvements, which the Town shall construct, establish or erect.

EXECUTED this the 17 day of April, 2015.

SELLER:

BELTLINE/MARSH, LTD., a Texas limited partnership:

by: Shell/Taco, LLC, a Texas limited liability company,
its General Partner:

by: 

Thomas R. Matter, Manager

PARCEL 1R
0.0075 ACRE (326 SQUARE FOOT)
RIGHT OF WAY
OUT OF
LOT 2 MARSH/BELT LINE SHOPPING CENTER
TOWN OF ADDISON, DALLAS COUNTY, TEXAS

BEING a 326 square foot tract of land situated in the T.L. Chenoweth Survey, Abstract Number 273, Town of Addison, Dallas County, Texas, and being part of Lot 2 of MARSH/BELT LINE SHOPPING CENTER, an addition to the Town of Addison, Texas, as recorded in Volume 2000124, Page 04596 of the Deed Records, Dallas County, Texas (D.R.D.C.T.), said tract also being part of that tract of land described in deed to Beltline/Marsh, Ltd, as recorded in Volume 2001196, Page 07657, D.R.D.C.T., and being more particularly described as follows:

BEGINNING at a 1/2-inch found iron rod with "RPLS 3688" cap for the most westerly southwest corner of said Lot 2 at the northwest corner of a corner clip for the intersection of the east right-of-line of Marsh Lane (120 feet wide) with the north right-of-way line of Belt Line Road (right-of-way width varies);

THENCE North 00 degrees 35 minutes 19 seconds West, with the common east right-of-way line of said Marsh Lane and the west line of said Lot 2, a distance of 14.57 feet to a set "X" cut in concrete for corner at the intersection of the proposed right-of-way line with said common line;

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THENCE North 46 degrees 35 minutes 15 seconds West, with said corner clip, a distance of 22.33 feet to the POINT OF BEGINNING and containing 0.0075 of an acre (326 square feet) of land, more or less.

NOTES:

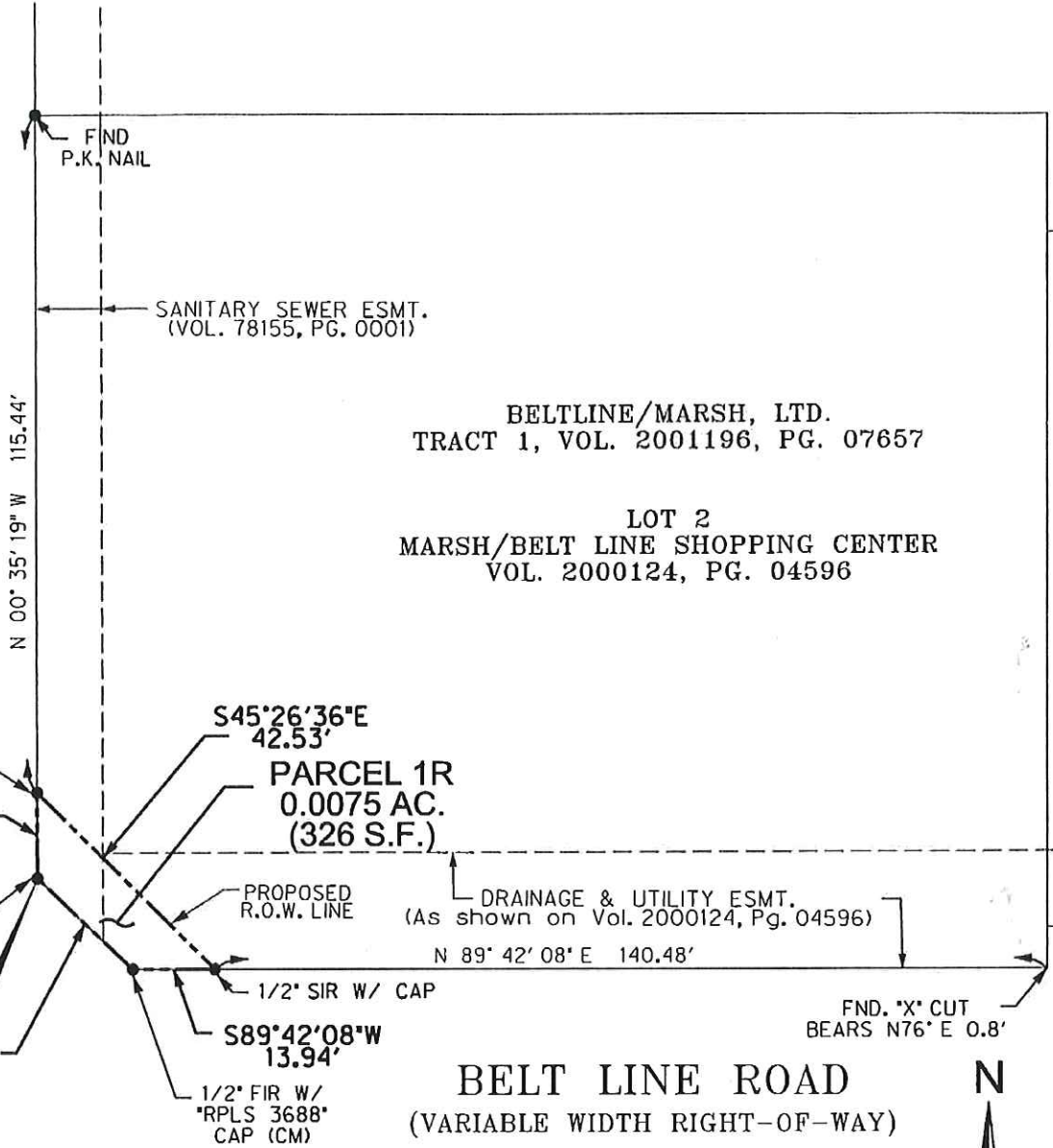
The basis of bearing is the Town of Addison Survey Control Network (December 2007 update) based on Monument Numbers COA-3, COA-4, COA-5, COA-10, & COA-11. All distance are surface distances using the TXDOT Dallas County Scale Factor 1.000136506.

A survey exhibit of even date accompanies this metes & bounds description.



T.L. CHENOWETH SURVEY, ABSTRACT NUMBER 273

MARSH LANE
(120' WIDE RIGHT-OF-WAY)



BELTLINE/MARSH, LTD.
TRACT 1, VOL. 2001196, PG. 07657

LOT 2
MARSH/BELT LINE SHOPPING CENTER
VOL. 2000124, PG. 04596

PARCEL 1R
0.0075 AC.
(326 S.F.)

BELT LINE ROAD
(VARIABLE WIDTH RIGHT-OF-WAY)

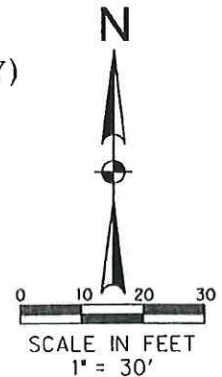
LEGEND

(CM)	CONTROLLING MONUMENT
SIR	SET IRON ROD
W/CAP	WITH YELLOW PLASTIC CAP STAMP "HALFF"
W/ESMT CAP	WITH BLUE PLASTIC CAP STAMP "HALFF ESMT"
FIR	FOUND IRON ROD
POB	POINT OF BEGINNING
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AC.	ACRES
S.F.	SQUARE FEET

NOTES

- The basis of bearing is the Town of Addison Survey Control Network (December 2007 update) based on Monument Numbers COA-3, COA-4, COA-5, COA-10, & COA-11. All distances are surface distances using the TXDOT Dallas County Scale Factor 1.000136506.
- A metes & bounds description of even date accompanies this survey exhibit.
- This survey was prepared without the benefit of a title commitment. Easements may exist where none are shown.

Handwritten signature and date:
2/23/2013



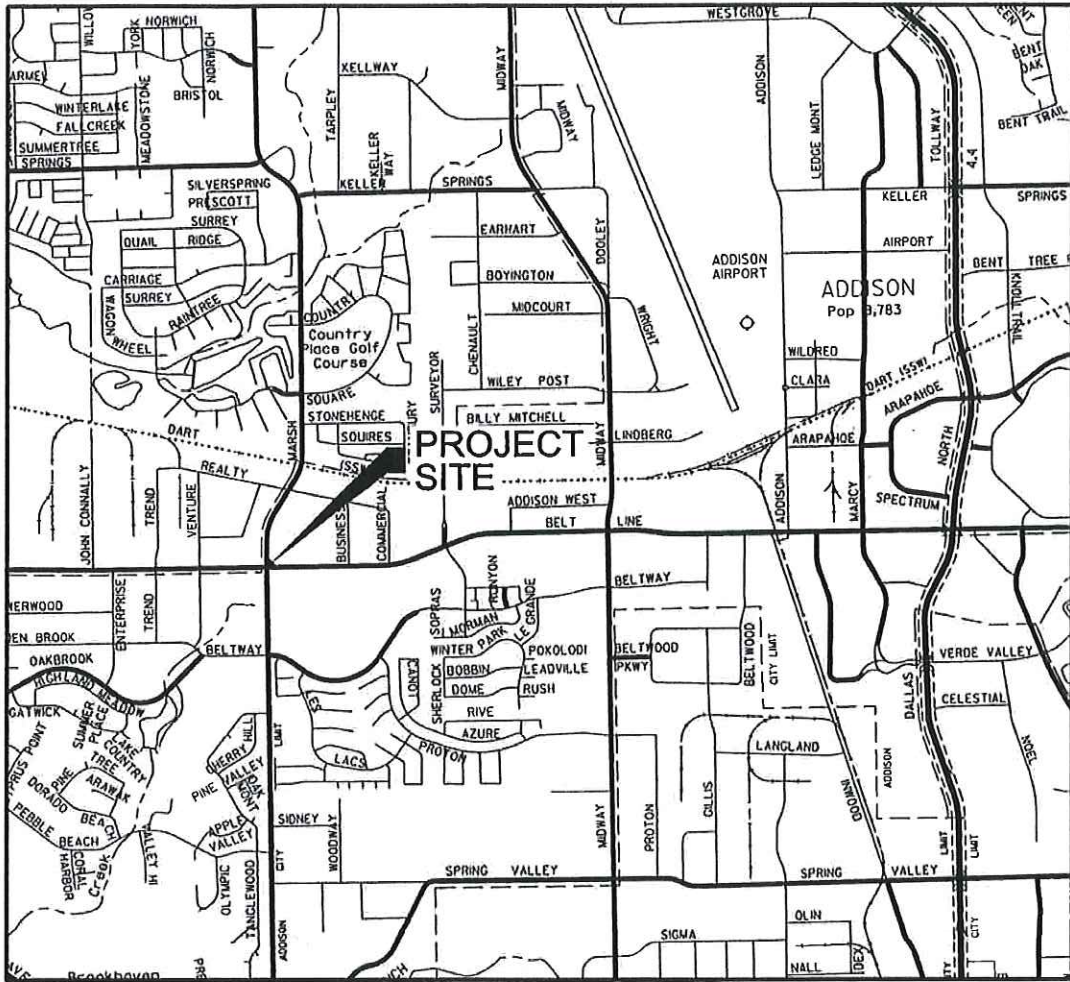
PARCEL 1R
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RIGHT-OF-WAY OUT OF LOT 2
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TOWN OF ADDISON,
DALLAS COUNTY, TEXAS

DATE: 10-23-2013 AVO: 29350



1201 NORTH BOWSER ROAD RICHARDSON, TEXAS 75081
(214) 346-6200 TPBLS FIRM NO. 10029600

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LOCATION MAP
NOT TO SCALE

PARCEL 1R
0.0075 AC (326 S.F.)
RIGHT-OF-WAY OUT OF LOT 2
MARSH/BELT LINE SHOPPING CENTER
TOWN OF ADDISON,
DALLAS COUNTY, TEXAS
DATE: 10-23-2013 AVO: 29350



10/22/2013 5:13:35 PM a22481 HALFF \\C:\26000\29350\CADD\Sheets\Survey Exhibit\EXH-LOCATOR-1R-29350.dwg

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) Beltline/Marsh, Ltd.	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input checked="" type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	Address (number, street, and apt. or suite no.) P.O. Box 12392 City, state, and ZIP code Dallas, TX 75225	Requester's name and address (optional)
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number										
Employer identification number										
7	5		-	2	9	5	5	4	2	0

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below), and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶ <i>X</i>	Date ▶ <i>4-17-15</i>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on www.irs.gov/w9 for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.



Analysis of Preliminary Title Commitment and Proposed Curative

Parcel No. (and parts): 1R

Project: Town of Addison / Belt Line Road

Name of Owner: Beltline/Marsh, Ltd., a Texas limited partnership

Type of Conveyance: Fee Simple

Type of Conveyance: Fee

GF# 14766-13-00743

Effective date: April 5, 2015

SCHEDULE A:

3. Record owner: Beltline/Marsh, Ltd., a Texas limited partnership

SCHEDULE B:

1. Restrictive Covenants in Vol. 78081, pg 150; Vol. 83014, pg 2979; and Vol. 93129, pg 126

- Not inconsistent with project use

2. thru 9. Standard Title language

10. a.: Visible and apparent easements on or across the property covered by this policy which may not appear of record (This item will not appear on Schedule "B" of the policy if a survey is provided by an approved surveyor showing no such easements)

- To be deleted by title company – complete survey was submitted

10. b.: Rights of parties in possession (Affects owner policy only)

- Permitted Exception

10. c.: All leases, grants, reservations of coal, lignite, oil, gas and other minerals, with rights relating thereto, appearing in Public Records, whether listed in Schedule B or not.

- Permitted Exception

10. d.: Any portion of the subject property lying within the boundaries of a public or private roadway whether dedicated or not, or which may be used for road or street purposes

- Permitted Exception

10. e.: Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land (Note: Upon receipt of a survey acceptable to Company, this exception will be deleted. Company reserves the right to add additional exceptions per its examination of said survey

- To be deleted by title company – complete survey was submitted

10. f.: intentionally deleted

10. g.: intentionally deleted

10. h.: All leases, grants, reservations of coal, lignite, oil, gas and other minerals, with rights relating thereto, appearing in Public Records, whether listed in Schedule B or not.

- Permitted Exception

10. i.: intentionally deleted

10. j.: intentionally deleted

10. k.: Sanitary Sewer Easement of undetermined width along the West property line; Drainage Utility Easement of undetermined width along the East property line; all, as shown on the map/plat in Vol. 2000124, pg 4596

- To be handled by the Town's utility accommodation plans

10. l.: intentionally deleted

10. m.: Terms and provisions of Reciprocal Shopping Center Easement Agreement between Yorkland Partners, L.P., a Texas limited partnership and System Capital Real Property Corporation a Delaware corporation, in Vol. 98032, pg 3997

- Not inconsistent with project use

10. n.: Terms and provisions of Reciprocal Easement Agreement between Addison Plaza, Ltd., a Texas limited partnership and Beltline/Marsh, Ltd., a Texas limited partnership, in Vol. 2003226, pg 7880

- Request this to be accepted as an exception to policy by the Town of Addison (Schedule B document included in package)

10. o.: Sidewalk Easement granted to the Town of Addison in Vol. 2004231, pg 87

- Not inconsistent with project use

10. p.: Easement and Right of Way granted to TXU Electric Delivery Company, in Vol. 2005076, pg 65

- To be handled by the Town's utility accommodation plans

10. q.: Memorandum of Lease Agreement evidencing a Lease between Beltline/Marsh, Ltd., a Texas limited partnership, as Lessor, and Century Bank, N.A., as Lessee, in Vol. 2005057, pg 3948

- Not inconsistent with project use

10. r.: All oil, gas, sulphur and other mineral interests, including, but not limited to, leasehold and royalty interest, in the above described land

- Not inconsistent with project use

10. s.: Rights of tenants in possession, as tenants only, under any unrecorded leases or rental agreements

- Not inconsistent with project use

SCHEDULE C:

1. thru 12. Standard title language and requirements

13. intentionally deleted

14. Title co. to be provided copy of Partnership Agreement to determine who has the authority to bind the partnership and execute documents, and current Certificate of Existence from the Texas Secretary of State must also be furnished

- **To be provided at closing**

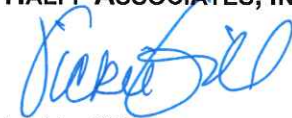
15. Title co. comments (5 yr Deed history)

- No action required

Any inconsistencies between Commitment and other facts presented: (none known).

Should any additional information be required, please contact me at 214.217.6491 or vgill@half.com. Thank you.

HALFF ASSOCIATES, INC.



Vickie Gill
Title Assistant

2636597

RECIPROCAL EASEMENT AGREEMENT

4280598

\$34.00 Deed

This RECIPROCAL EASEMENT AGREEMENT (this "Agreement") is made and entered into as of the 13 day of November, 2003, by ADDISON PLAZA, LTD., a Texas limited partnership ("Addison Plaza"), and BELTLINE/MARSH, LTD., a Texas limited partnership ("Beltline/Marsh").

RECITALS:

A. Addison Plaza is the current owner of those certain tracts of real property more particularly described in Exhibit "A" attached hereto (such tracts being collectively referred to herein as the "Shopping Center") and Beltline/Marsh is the owner of those certain tracts of real property described on Exhibit "B" attached hereto (the "Beltline/Marsh Tracts"), which tracts are not a part of the Shopping Center (each of the tracts that comprise the Beltline/Marsh Tracts and each of the tracts that comprise the Shopping Center being individually referred to herein as a "Tract" and collectively referred to herein as the "Tracts").

B. Addison Plaza and Beltline/Marsh have agreed and desire to encumber the Shopping Center and the Beltline/Marsh Tracts with certain reciprocal easements (Addison Plaza, Beltline/Marsh and each person or entity that may hereafter own fee simple title to all or any portion of the Shopping Center or the Beltline/Marsh Tracts being individually referred to herein as an "Owner" and collectively referred to herein as the "Owners").

AGREEMENT:

For and in consideration of the terms, provisions and covenants set forth herein, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Addison Plaza and Beltline/Marsh hereby agree as follows:

1. Reciprocal Easements. Addison Plaza, as the owner of the Shopping Center and Beltline/Marsh, as the owner of the Beltline/Marsh Tracts, hereby grant and convey for the mutual and reciprocal benefit of the Shopping Center and the Beltline/Marsh Tracts and any and all portions thereof and for the mutual and reciprocal benefit of the present and future Owners and their respective successors, assigns, mortgagees, tenants, subtenants, employees, agents, customers, licensees and invitees, perpetual, mutual, reciprocal and non-exclusive easements, rights, licenses and privileges (the "Rights") on, to, over and across the Common Areas (defined below) of the Shopping Center and the Beltline/Marsh Tracts now or hereafter situated on the Shopping Center and the Beltline/Marsh Tracts for purposes of facilitating (a) pedestrian and vehicular traffic and (b) vehicular and pedestrian ingress and egress to, from and between the respective Tracts comprising the Shopping Center and the Beltline/Marsh Tracts and all streets, roads, highways and alleys adjacent to or abutting the Shopping Center and/or the Beltline/Marsh Tracts. As used herein, the "Common Areas" of the Shopping Center and the Beltline/Marsh Tracts mean all areas within the Shopping Center and the Beltline/Marsh Tracts exclusive of the buildings and other improvements situated thereon, including, but not limited to, parking areas, service areas, driveways, roadways, sidewalks, other pedestrian ways and landscaped areas;

provided, however, that the Common Areas shall not include loading docks used exclusively by any Owner or its tenants, subtenants or licensees. The Owners shall be entitled to modify the Common Areas from time to time as they deem appropriate.

2. Third Party Beneficiaries. This Agreement may be enforced only by (i) any Owner, (ii) the then tenants of the Beltline/Marsh Tracts or (iii) the then current respective tenants of any portion of the Shopping Center whose individual leases cover 20,000 or more square feet of space, with the express written consent of the Owner under which such tenants claim a leasehold interest. The Rights granted and conveyed pursuant to this Agreement shall be for the benefit of and restricted solely to the Owners and their respective successors, assigns, mortgagees, tenants, subtenants, employees, agents, customers, licensees and invitees, in common with the other Owners; provided, however, that this Agreement may be enforced by any tenant of the Beltline/Marsh Tracts and provided further that any Owner may consent to enforcement of this Agreement by any or all of its tenants whose individual leases cover 20,000 or more square feet of space as provided above.

3. Other Agreements Subordinate. Each lease, contract, deed, deed of trust or other instrument of conveyance or encumbrance which may hereafter be executed by any Owner with respect to all or any portion of any Tract shall be deemed and held to have been executed, delivered and accepted subject to all of the Rights and the other terms and provisions created and set forth in this Agreement, regardless of whether or not any of the Rights or other terms or provisions are set forth in any such lease, contract, deed, deed of trust or other instrument of conveyance or encumbrance.

4. Running with the Land. The Rights and the other terms and provisions set forth in this Agreement shall be covenants running with the land and shall inure to the benefit of and be binding on each of the Owners and their respective successors and assigns.

5. No Partnership. This Agreement shall not create an association, partnership, joint venture or a principal and agency relationship between any of the Owners.

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

7. Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement, the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby; and in lieu of each such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and which shall be legal, valid and enforceable.

8. Notice. Any notice required to be delivered hereunder shall be in writing and shall be deemed to be delivered, whether actually received or not, when personally delivered or delivered by the United States mail, postage prepaid, as registered or certified mail, return receipt

requested, or by Federal Express or other recognized overnight delivery service, addressed to Owner as follows:

Addison Plaza, Ltd.
c/o Beltline Development Company
15280 Addison Road, Suite 300
Dallas, Texas 75248

Beltline/Marsh, Ltd.
3501 Marquette
Dallas, Texas 75225

The Owners hereto may, from time to time and at any time, change their respective addresses. Any change is effective fifteen (15) days after the delivery of written notice thereof to all other Owners in the manner provided herein. Any person or entity which shall hereafter purchase a Tract shall promptly notify the other Owners of such purchaser's name and address and thereafter such purchaser shall be an Owner for purposes of this Agreement and shall be entitled to receive notice under this Agreement for so long as such purchaser shall be the owner of a Tract. Any Owner conveying any portion of a Tract shall notify the purchaser thereof of the name and address of each of the other Owners if and to the extent that the conveying Owner knows the names and addresses of the other Owners.

9. Entire Agreement. This Agreement embodies the complete agreement between the Owners with respect to the subject matter hereof and there are no oral understandings or agreements with respect to the subject matter hereof which are not contained in this Agreement.

10. No Merger. It is expressly understood and agreed that the easements, rights and privileges granted and conveyed herein shall never be merged or extinguished by reason of the fact that the legal or beneficial title to more than one Tract (or any interest therein or part thereof), as the case may be, is or may be vested in the same person or entity.

11. No Public Dedication. Nothing contained herein shall be deemed to be a gift or dedication of any portion of the Shopping Center or the Beltline/Marsh Tracts to the general public or for any public purposes whatsoever, it being the intention of the Owners that this Agreement shall be strictly limited to and for the purposes herein expressed and that this Agreement is for the exclusive benefit of the Owners and their respective successors, assigns, mortgagees, tenants, subtenants, employees, agents, customers, licensees and invitees.

12. Amendment. No amendment, supplement or termination of this Agreement shall be valid or enforceable unless in writing, duly executed by all Owners and recorded in the real property records of the county in which the Shopping Center is located. No consent to any amendment, supplement or termination of this Agreement shall ever be required of any occupant of the Shopping Center or any person other than Owners.

13. Restrictive Easements. No prescriptive easement rights or claims shall ever accrue in favor of any Owner against any other Owner as the result of any use or other action

RECIPROCAL EASEMENT AGREEMENT - Page 3

2003 226 07882

taken with respect to another Owner's Tract by an Owner or its employees, costs, tenants, contractors or other invitees.

14. Singular and Plural. Whenever required by the context of this Agreement, the singular shall include the plural, and vice versa.

15. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Texas.

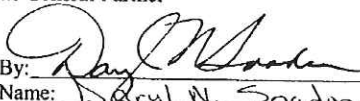
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Executed and effective as of the date first written hereinabove.

OWNERS:

ADDISON PLAZA, LTD.,
a Texas limited partnership

By: ADDISON PLAZA GP, LLC,
a Texas limited liability company,
its General Partner

By: 
Name: Nancy N. Sandoz
Title: Managing Member

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK;
ADDITIONAL SIGNATURE PAGE FOLLOWS]

RECIPROCAL EASEMENT AGREEMENT -- Signature/Notary Pages

2003 226 07884

BELTLINE/MARSH, LTD.,
a Texas limited partnership

By: Shell/Taco, LLC,
a Texas limited liability company,
its General Partner

By: Thomas S. Palmer
Name: THOMAS S. PALMER
Title: Manager

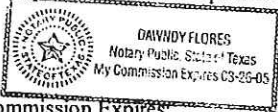
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NOTARY PAGES FOLLOW]

RECIPROCAL EASEMENT AGREEMENT – Signature/Notary Pages

2003 226 07885

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 12 day of Nov., 2003, by David N. Sader, the Managing Member of Addison Plaza, LLC, a Texas limited liability company, the general partner of ADDISON PLAZA, LTD, a Texas limited partnership, on behalf of said partnership.



[Signature]
Notary Public, State of Texas

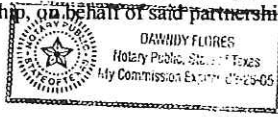
My Commission Expires:
3-26-05

RECIPROCAL EASEMENT AGREEMENT – Signature/Notary Pages

2003 226 07886

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 13 day of Nov., 2003, by Thomas S. Palmer the Manager of Shell/Taco, LLC, a Texas limited liability company, the general partner of BELTLINE MARSH, LTD., a Texas limited partnership, on behalf of said partnership.



[Signature]
Notary Public, State of Texas

My Commission Expires:
3-26-05

**EXHIBIT A
LEGAL DESCRIPTION OF THE SHOPPING CENTER**

DESCRIPTION OF SUBJECT PROPERTY

TRACT 1

BEING a tract of land situated in the D. Meyers Survey, Abstract No. 923, and being a part of the Replat of Belt-Line Marsh Business Park, an Addition to the Town of Addison, Dallas County, Texas as recorded in Volume 79252, Page 0210, Deed Records, Dallas County, Texas, and further being a part of that tract of land conveyed to Yorkland Partners, L.P., by deed recorded in Volume 95247, Page 3545, Deed Records, Dallas County, Texas, and being more particularly described as follows:

BEGINNING at an "x" cut set for corner in the north line of Belt Line Road (100' R.O.W.), said corner being S 89° 49' 34" E, a distance of 160.00 feet from a corner clip at the intersection of said north line and the east line of Marsh Lane (100' R.O.W.), said corner also being the southeast corner of the Remainder of Block 2, Beltline-Marsh Business Park, an Addition to the Town of Addison, as recorded in Volume 78155, Page 0001, Map Records, Dallas County, Texas;

THENCE N 00° 06' 34" W, departing said north line and along the east line of said Addition, a distance of 130.00 feet to a 5/8" iron rod set for corner;

THENCE S 89° 49' 34" E departing said east line, a distance of 44.50 feet to a 5/8" iron rod found for corner;

THENCE N 00° 10' 26" E, a distance of 100.00 feet to a 5/8" iron rod set for corner;

THENCE S 89° 49' 34" E, a distance of 6.00 feet to a 5/8" iron rod found for corner;

THENCE N 00° 10' 26" E, a distance of 34.58 feet to a 5/8" iron rod set for corner;

THENCE S 89° 54' 31" E, along said north line, a distance of 593.42 feet to an "x" cut set for corner;

THENCE S 00° 05' 29" W, departing said north line, a distance of 230.25 feet to an "x" cut set for corner;

THENCE N 89° 54' 31" W, a distance of 31.08 feet to a 5/8" iron rod set for corner;

THENCE S 00° 05' 29" W, a distance of 34.75 feet to a 5/8" iron rod set for corner in the aforementioned north line of Belt Line Road

THENCE 89° 54' 35" W along said south line, a distance of 198.97 feet to an "x" cut set for corner;

THENCE 89° 52' 25" W, continuing along said south line, a distance of 119.98 feet to an "x" cut set for corner;

THENCE N 89° 49' 34" W, continuing along said south line, a distance of 293.63 feet to the POINT OF BEGINNING and containing 163,286 square feet or 3.7485 acres of land, more or less.

EXHIBIT A, Legal Description of the Shopping Center - Cover Page

2003 226 07888

EXHIBIT B

Tract 1:

Lot 2 of Marsh/Belt Line Shopping Center, an addition to the Town of Addison, Dallas County, Texas, according to the plat thereof recorded in Volume 2000124, Page 4596, Map Records, Dallas County, Texas.

Tract 2:

BEING a tract of land situated in the T.L. Chenoweth Survey, Abstract No. 273, and also being a part of Lot 3, MARSH/BELT LINE SHOPPING CENTER, an addition to the Town of Addison, Dallas County, Texas as recorded in Volume 2000124, Page 4596, Deed Records, Dallas County, Texas, and being more particularly described as follows:

Beginning at a pk nail found for corner in the East line of Marsh Lane (100 foot R.O.W.) said corner being North 00 degrees 07 minutes 01 seconds West, a distance of 130.02 feet from a corner clip at the intersection of the North line of Belt Line Road (100 foot R.O.W.) with the said East line of Marsh Lane, said pk nail also being the Northwest corner of Lot 2 of said Marsh/Belt Line Shopping Center Addition and the most Westerly Southwest corner of Lot 3 of said Addition;

THENCE along the East line of Marsh Lane the following:

North 00 degrees 07 minutes 01 seconds West, departing the said North line of Lot 2, and along the East line of said Marsh Lane, a distance of 55.23 feet to a 5/8 inch iron rod set for corner, said corner also being the

beginning of a non-tangent curve to the right, having a radius of 590.50 feet, and a chord which bears North 10 degrees 05 minutes 33 seconds East, a distance of 38.10 feet;

CONTINUING along said curve through a central angle of 03 degrees 41 minutes 52 seconds, an arc distance of 38.11 feet to a 38.11 feet to a 5/8 inch iron rod set for corner, said corner also being the beginning of a non-tangent curve to the left, having a radius of 309.50 feet, and a chord which bears North 07 degrees 39 minutes 51 seconds East, a distance of 46.14 feet;

CONTINUING along said curve through a central angle of 08 degrees 32 minutes 58 seconds, an arc distance of 46.18 feet to a 5/8 inch iron rod set for corner;

THENCE North 02 degrees 05 minutes 38 seconds East, a distance of 71.52 feet to a pk nail set for corner at the Northwest corner of aforementioned Lot 3, Marsh/Belt Line Shopping Center Addition,

THENCE South 89 degrees 49 minutes 34 seconds East line of Marsh Lane, and along the said North line of Lot 3, a distance of 206.97 feet to an "X" cut found for the most Northerly Northeast corner of said Lot 3;

2003 226 07889

THENCE South 00 degrees 10 minutes 26 seconds West, along the East line of said Lot 3, a distance of 95.42 feet, passing the most Southerly Southwest corner of Lot 1, of said Marsh/Belt Line Shopping Center Addition, and continuing 34.58 feet, a total distance of 130.00 feet to a 5/8 inch iron rod set for corner;

THENCE North 89 degrees 49 minutes 34 seconds West a distance of 6.00 feet to a 5/8 inch iron rod set for corner;

THENCE South 00 degrees 10 minutes 26 seconds West, a distance of 100.00 feet to a 5/8 inch iron rod set for corner;

THENCE North 89 degrees 49 minutes 34 seconds West, a distance of 44.50 feet, to a 5/8 inch iron rod found for corner in the East in the East line of Lot 2;

THENCE North 00 degrees 06 minutes 34 seconds West, along the East line of said Lot 2, a distance of 200.00 feet to a 1/2 inch iron rod found for corner, said corner also being the Northeast corner of said Lot 2;

THENCE North 89 degrees 49 minutes 34 seconds West, along the North line of said Lot 2, a distance of 171.06 feet to the POINT OF BEGINNING, and containing 45.446 square feet or 1.0433 acres of land, more or less.

2003 226 07890

RETURN TO:
NAME Tom Farmer
ADDRESS 3688 SOUTHWESTERN
DALLAS, TX 75225

FILED AND RECORDED
2003 NOV 14 PM 12:30
Dallas, Texas
COUNTY CLERK
DALLAS, TEXAS

2003 226 07891

Parcel 1
4/15/15



COMMITMENT FOR TITLE INSURANCE (Form T-7)

Issued by

TITLE RESOURCES GUARANTY COMPANY

We, Title Resources Guaranty Company, will issue our title insurance policy or policies (the Policy) to You (the proposed insured) upon payment of the premium and other charges due, and compliance with the requirements in Schedule C. Our Policy will be in the form approved by the Texas Department of Insurance at the date of issuance, and will insure your interest in the land described in Schedule A. The estimated premium for our Policy and applicable endorsements is shown on Schedule D. There may be additional charges such as recording fees, and expedited delivery expenses.

This Commitment ends ninety (90) days from the effective date, unless the Policy is issued sooner, or failure to issue the Policy is our fault. Our liability and obligations to you are under the express terms of this Commitment and end when this Commitment expires.

THE FOLLOWING COMMITMENT FOR TITLE INSURANCE IS NOT VALID UNLESS YOUR NAME AND THE POLICY AMOUNT ARE SHOWN IN SCHEDULE A, AND OUR AUTHORIZED REPRESENTATIVE HAS COUNTERSIGNED BELOW.

Authorized Signatory



Title Resources Guaranty Company

By: Paul M. [Signature]
Executive Vice President

Michael P. [Signature]
Secretary

Title Resources Guaranty Company
COMMITMENT FOR TITLE INSURANCE
SCHEDULE A

Effective Date: April 5, 2015

GF No.: 14766-13-00743

Commitment No. 14766-13-00743, issued April 15, 2015, 12:00 AM

1. The policy or policies to be issued are:

- a. OWNER'S POLICY OF TITLE INSURANCE (Form T-1)
(Not applicable for improved one-to-four family residential real estate)

Policy Amount: \$0.00
PROPOSED INSURED: Town of Addison

- b. TEXAS RESIDENTIAL OWNER'S POLICY OF TITLE INSURANCE
ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)

Policy Amount:
PROPOSED INSURED:

- c. LOAN POLICY OF TITLE INSURANCE (Form T-2)

Policy Amount:
PROPOSED INSURED:
Proposed Borrower:

- d. TEXAS SHORT FORM RESIDENTIAL LOAN POLICY OF TITLE INSURANCE (Form T-2R)

Policy Amount:
PROPOSED INSURED:
Proposed Borrower:

- e. LOAN TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13)

Binder Amount:
PROPOSED INSURED:
Proposed Borrower:

- f. OTHER

Policy Amount:
PROPOSED INSURED:

2. The interest in the land covered by this Commitment is:

Easement Estate

3. Record title to the land on the Effective Date appears to be vested in:

Beltline/Marsh, Ltd.

SCHEDULE A
(Continued)

4. Legal description of land:

Parcel 1R (Easement Estate)
October 23, 2013

BEING a 326 square foot tract of land situated in the T.L. Chenoweth Survey, Abstract Number 273, Town of Addison, Dallas County, Texas, and being part of Lot 2 of MARSH/BELT LINE SHOPPING CENTER, an addition to the Town of Addison, Texas, as recorded in Volume 2000124, Page 04596 of the Deed Records, Dallas County, Texas (D.R.D.C.T.), said tract also being part of that tract of land described in deed to Beltline/Marsh, Ltd, as recorded in Volume 2001196, Page 07657, D.R.D.C.T., and being more particularly described on Exhibit A attached hereto and made a part hereof.

PARCEL 1R
0.0075 ACRE (326 SQUARE FOOT)
RIGHT OF WAY
OUT OF
LOT 2 MARSH/BELT LINE SHOPPING CENTER
TOWN OF ADDISON, DALLAS COUNTY, TEXAS

BEING a 326 square foot tract of land situated in the T.L. Chenoweth Survey, Abstract Number 273, Town of Addison, Dallas County, Texas, and being part of Lot 2 of MARSH/BELT LINE SHOPPING CENTER, an addition to the Town of Addison, Texas, as recorded in Volume 2000124, Page 04596 of the Deed Records, Dallas County, Texas (D.R.D.C.T.), said tract also being part of that tract of land described in deed to Beltline/Marsh, Ltd, as recorded in Volume 2001196, Page 07657, D.R.D.C.T., and being more particularly described as follows:

BEGINNING at a 1/2-inch found iron rod with "RPLS 3688" cap for the most westerly southwest corner of said Lot 2 at the northwest corner of a corner clip for the intersection of the east right-of-line of Marsh Lane (120 feet wide) with the north right-of-way line of Belt Line Road (right-of-way width varies);

THENCE North 00 degrees 35 minutes 19 seconds West, with the common east right-of-way line of said Marsh Lane and the west line of said Lot 2, a distance of 14.57 feet to a set "X" cut in concrete for corner at the intersection of the proposed right-of-way line with said common line;

THENCE South 45 degrees 26 minutes 36 seconds East, departing said common line, over and across said Lot 2, with said proposed right-of-way line, a distance of 42.53 feet to a 1/2-inch set iron rod with a yellow plastic cap stamped "HALFF" for the intersection of said proposed right-of-way line with the common north right-of-way line of said Belt Line Road and the south line of said Lot 2;

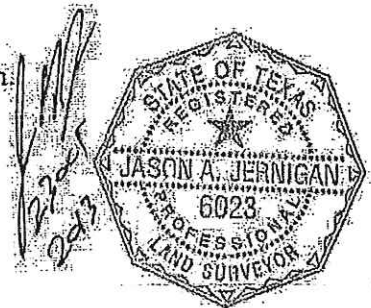
THENCE South 89 degrees 42 minutes 08 seconds West, departing said proposed right-of-way line, with said common line, a distance of 13.94 feet to a 1/2-inch found iron rod with "RPLS 3688" cap for the most easterly southwest corner of said Lot 2 and the southeast corner of said corner clip;

THENCE North 46 degrees 35 minutes 15 seconds West, with said corner clip, a distance of 22.33 feet to the POINT OF BEGINNING and containing 0.0075 of an acre (326 square feet) of land, more or less.

NOTES:

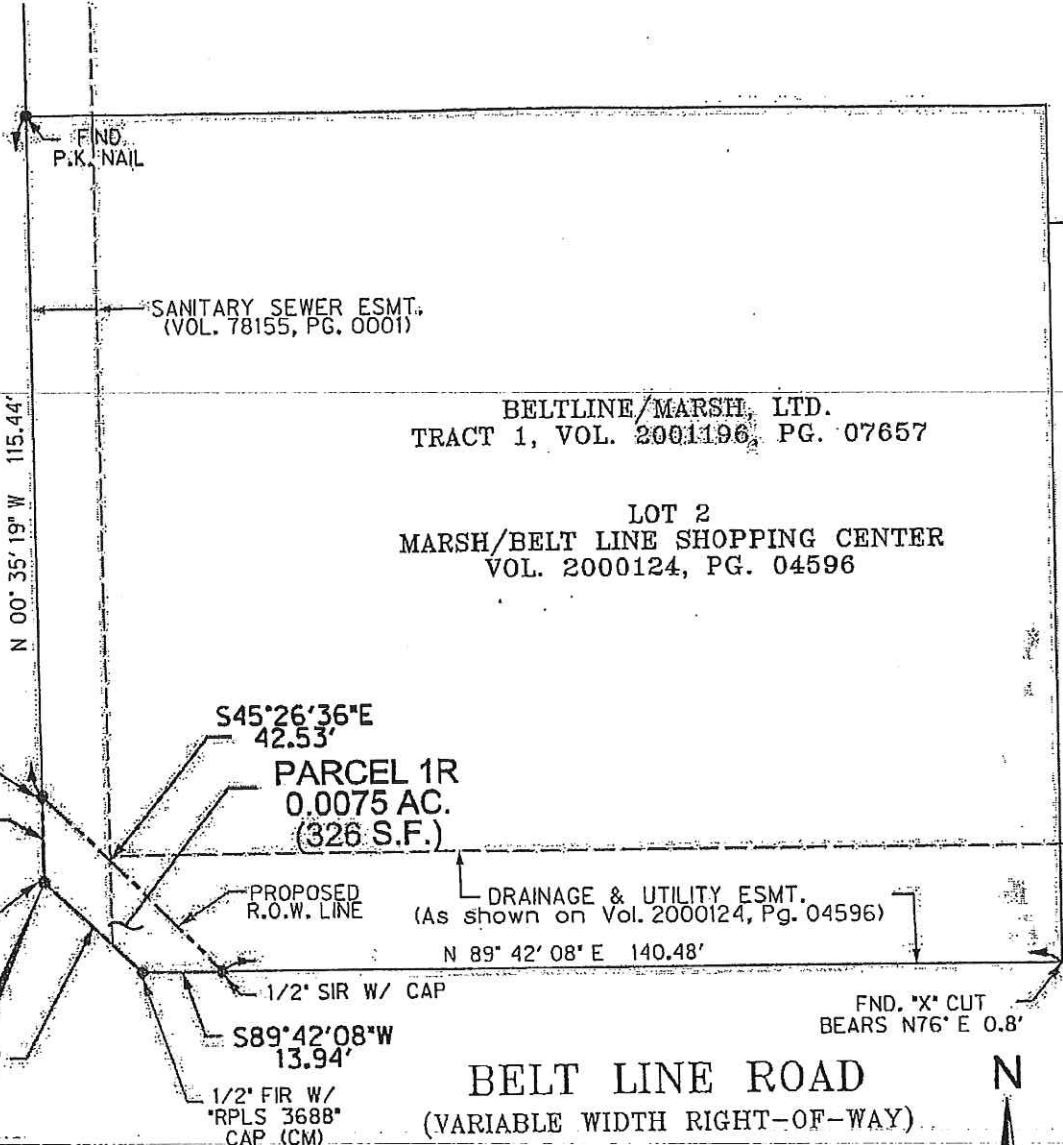
The basis of bearing is the Town of Addison Survey Control Network (December 2007 update) based on Monument Numbers COA-3, COA-4, COA-5, COA-10, & COA-11. All distance are surface distances using the TXDOT Dallas County Scale Factor 1.000136506.

A survey exhibit of even date accompanies this metes & bounds description.



T.L. CHENOWETH SURVEY, ABSTRACT NUMBER 273

MARSH LANE
(120' WIDE RIGHT-OF-WAY)



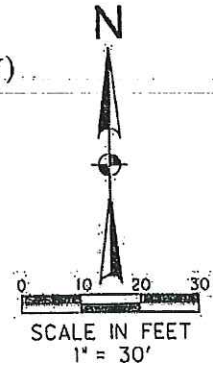
LEGEND

(CM)	CONTROLLING MONUMENT
SIR	SET IRON ROD
W/CAP	WITH YELLOW PLASTIC CAP STAMP "HALFF"
W/ESMT CAP	WITH BLUE PLASTIC CAP STAMP "HALFF-ESMT"
FIR	FOUND IRON ROD
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
AC.	ACRES
S.F.	SQUARE FEET

NOTES

- The basis of bearing is the Town of Addison Survey Control Network (December 2007 update) based on Monument Numbers COA-3, COA-4, COA-5, COA-10, & COA-11. All distances are surface distances using the TXDOT Dallas County Scale Factor 1.000136506.
- A metes & bounds description of even date accompanies this survey exhibit.
- This survey was prepared without the benefit of a title commitment. Easements may exist where none are shown.

Handwritten signature and date: 2/23/2013



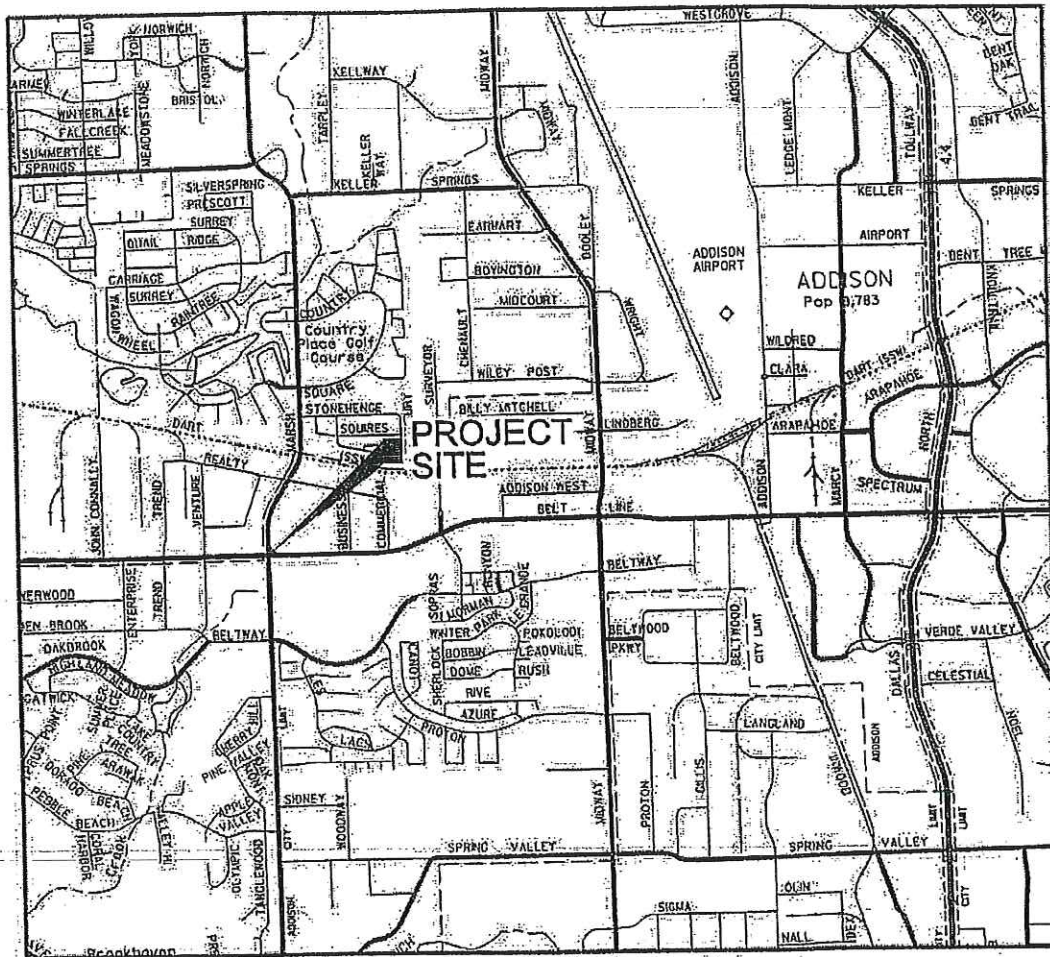
PARCEL 1R
0.0075 AC (326 S.F.)
RIGHT-OF-WAY OUT OF LOT 2
MARSH/BELT LINE SHOPPING CENTER
TOWN OF ADDISON,
DALLAS COUNTY, TEXAS

DATE: 10-23-2013 AVO: 29350



1201 NORTH BOWSER ROAD RICHARDSON, TEXAS 75081
(214) 346-6200 TPBLS FIRM NO. 10029600

10/22/2013 5:14:22 PM a22481



LOCATION MAP
NOT TO SCALE

PARCEL 1R
0.0075 AC (326 S.F.)
RIGHT-OF-WAY OUT OF LOT 2
MARSH/BELT LINE SHOPPING CENTER
TOWN OF ADDISON,
DALLAS COUNTY, TEXAS
DATE: 10-23-2013 AVO: 29350



10/27/2013 5:15:35 PM 482491 HALFF 1230069293501660D:\Share\Survey\Exhibit\ESH\LOCATOR-1R-29350.dwg

SCHEDULE B

Commitment No.: 14766-13-00743

GF No.: 14766-13-00743

EXCEPTIONS FROM COVERAGE

In addition to the Exclusions and Conditions and Stipulations, your Policy will not cover loss, costs, attorney's fees, and expenses resulting from:

1. The following restrictive covenants of record itemized below:

Volume 78081, Page 150; Volume 83014, Page 2979 and Volume 93129, Page 126 of the Real Property Records of Dallas County, Texas.

Note: To the extent that these restrictions violate 42 USC 3604(c) by indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin, such restrictions are hereby omitted.

2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.
3. Homestead or community property or survivorship rights, if any of any spouse of any insured. (Applies to the Owner's Policy only.)
4. Any titles or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities,
 - a. to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or
 - b. to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or
 - c. to filled-in lands, or artificial islands, or
 - d. to statutory water rights, including riparian rights, or
 - e. to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area.

(Applies to the Owner's Policy only.)

5. Standby fees, taxes and assessments by any taxing authority for the year 2015, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year. (If Texas Short form Residential Loan Policy (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year 2015, and subsequent years.")
6. The terms and conditions of the documents creating your interest in the land.

SCHEDULE B
(Continued)

7. Materials furnished or labor performed in connection with planned construction before signing and delivering the lien document described in Schedule A, if the land is part of the homestead of the owner. (Applies to the Loan Title Policy Binder on Interim Construction Loan only, and may be deleted if satisfactory evidence is furnished to us before a binder is issued.)
8. Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage. (Applies to Loan Policy (T-2) only.)
9. The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential Loan Policy of Title Insurance (T-2R). (Applies to Texas Short Form Residential Loan Policy of Title Insurance (T-2R) only.) Separate exceptions 1 through 8 of this Schedule B do not apply to the Texas Short Form Residential Loan Policy of Title Insurance (T-2R).
10. The following matters and all terms of the documents creating or offering evidence of the matters:
 - a. Visible and apparent easements on or across the property covered by this policy which may not appear of record. (This item will not appear on Schedule "B" of the policy if a survey is provided by an approved surveyor showing no such easements.)
 - b. Rights of parties in possession. (Affects Owner Policy Only).
 - c. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed.
 - d. Any portion of the subject property lying within the boundaries of a public or private roadway whether dedicated or not, or which may be used for road or street purposes.
 - e. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land. (Note: Upon receipt of a survey acceptable to Company, this exception will be deleted. Company reserves the right to add additional exceptions per its examination of said survey.)
 - f. INTENTIONALLY DELETED.
 - g. INTENTIONALLY DELETED.
 - h. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed.
 - i. INTENTIONALLY DELETED.
 - j. INTENTIONALLY DELETED.

SCHEDULE B
(Continued)

- k. Sanitary Sewer Easement of undetermined width along the West property line;
Drainage Utility Easement of undetermined width along the East property line;
all, as shown on the map/plat recorded in Volume 2000124, Page 4596, Map/Plat Records, Dallas
County, Texas.
- l. INTENTIONALLY DELETED.
- m. Terms and provisions of Reciprocal Shopping Center Easement Agreement between Yorkland
Partners, L.P., a Texas limited partnership and System Capital Real Property Corporation, a
Delaware corporation, recorded in Volume 98032, Page 3997, Dallas County, Texas.
- n. Terms and provisions of Reciprocal Easement Agreement between Addison Plaza, Ltd., a Texas
limited partnership and Beltline/Marsh, Ltd., a Texas limited partnership, recorded in Volume
2003226, Page 7880, Dallas County, Texas.
- o. Sidewalk Easement granted to the Town of Addison, recorded in Volume 2004231, Page 87,
COUNTY County, Texas.
- p. Easement and right of Way granted to TXU Electric Delivery Company, recorded in Volume
2005076, Page 65, Dallas County, Texas.
- q. Memorandum of Lease Agreement evidencing a Lease between Beltline/Marsh, Ltd., a Texas
limited partnership, as Lessor, and Century Bank, N.A., as Lessee, recorded in Volume 2005057,
Page 3948, of the Real Property Records of Dallas County, Texas.
- r. All oil, gas, sulphur and other mineral interests, including, but not limited to, leasehold and royalty
interest, in the above described land.
- s. Rights of tenants in possession, as tenants only, under any unrecorded leases or rental
agreements.

SCHEDULE C

Commitment No.: 14766-13-00743

GF No.: 14766-13-00743

Your Policy will not cover loss, costs, attorney's fees, and expenses resulting from the following requirements that will appear as Exceptions in Schedule B of the Policy, unless you dispose of these matters to our satisfaction, before the date the Policy is issued:

1. Documents creating your title or interest must be approved by us and must be signed, notarized and filed for record.
2. Satisfactory evidence must be provided that:
 - a. no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A,
 - b. all standby fees, taxes, assessments and charges against the property have been paid,
 - c. all improvements or repairs to the property are completed and accepted by the owner, and that all contractors, sub-contractors, laborers and suppliers have been fully paid, and that no mechanic's, laborer's or materialmen's liens have attached to the property,
 - d. there is legal right of access to and from the land,
 - e. (on a Loan Policy only) restrictions have not been and will not be violated that affect the validity and priority of the insured mortgage.
3. You must pay the seller or borrower the agreed amount for your property or interest.
4. Any defect, lien or other matter that may affect title to the land or interest insured, that arises or is filed after the effective date of this Commitment.
5. Procedural Rule P-27 promulgated by the Texas Department of insurance provides a list of the types of financial documents and instruments which satisfy the requirement that we disburse only when we have received good funds as required by said rule and Section 2651.202 Insurance Code. Please be advised that we reserve the right to determine on a case-by-case basis what form of good funds is acceptable.
6. Upon request and receipt of applicable premium, if any, and in accordance with Texas Procedural Rule P-50.1, T-19.2 and/or T-19.3 Minerals and Surface Damage Endorsements will be issued at the time of closing of this transaction.
7. Documents creating your title and interest must be approved by us and must be signed, notarized and filed for record.

SCHEDULE C
(Continued)

8. Satisfactory evidence must be provided that

- no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A,

- all standby fees, taxes, assessments and charges against the property have been paid,

- all improvements or repairs to the property are completed and accepted by the owner, and that all contractors, sub-contractors, laborers and suppliers have been fully paid, and no mechanic's liens, laborer's or materialmen's liens have been attached to the property,

- there is legal right of access to and from the land,

- (on Mortgagee Policy only) restrictions have not been and will not be violated that affect the validity and priority of the insured mortgage.

9. You must pay the seller or the borrower the agreed amount for your property or interest.

10. Any defect, lien or other matter that may affect title to the land or interest insured, that arises or is filed after the effective date of this Commitment.

11. This company shall follow the Rules as set forth by the State Board of Insurance in disbursing funds provided by the Assured and/or Insured on Schedule A of this commitment. "Good Funds" shall be in the possession of the title company prior to any disbursements. "Good Funds" shall be as defined in Procedural Rule P-27.

12. Upon receipt of applicable premium (\$50.00 for each Endorsement issued), and in accordance with Texas Procedural Rule P-50.1, T-19.2 and/or T-19.3 Minerals and Surface Damage Endorsements will be issued at the time of closing of this transaction.

13. INTENTIONALLY DELETED
Release of Lien filed 3/26/2015 in Doc#201500074961.

14. As to owner/seller, Beltline/Marsh, Ltd.:

Must be furnished copy of Partnership Agreement to determine who has the authority to bind the partnership and execute documents.

If a Limited Partnership, current Certificate of Existence from the Texas Secretary of State must also be furnished.

15. NOTE FOR INFORMATIONAL PURPOSES ONLY: The following deeds have been filed of record affecting the subject property within the past 60 months:

Deed filed on 10/8/2001, under Volume 2001196, Page 7657 into current owner, Beltline/Marsh, Ltd.

SCHEDULE C
(Continued)

NORTH AMERICAN TITLE COMPANY



Authorized Signatory

SCHEDULE D

Commitment No.: 14766-13-00743

GF No.: 14766-13-00743

Pursuant to the requirements of Rule P-21, Basic Manual of Rules, Rates and Forms for the writing of Title Insurance in the State of Texas, the following disclosures are made:

1. The issuing Title Insurance Company, **Title Resources Guaranty Company**, is a corporation whose shareholders owning or controlling, directly or indirectly, 10% of said corporation, directors and officers are listed below:

Shareholders: Title Resources Guaranty Company which is owned 100% by TAW Holding, Inc.

Directors: Donald J. Casey; Michael P. Gozdan; Anthony E. Hull; J. Scott McCall; Thomas N. Rispoli; Hilry S. Stroup; Marilyn J. Wasser

Officers: President/CEO: J. Scott McCall; Senior Vice President/Secretary/General Counsel: Michael P. Gozdan; Executive Vice President/Treasurer: Anthony E. Hull; Executive Vice President/Assistant Secretary: E. Paul McNutt, Jr., Marilyn J. Wasser; Senior Vice President: Thomas N. Rispoli, Jason Bragg; Vice President: Clayton E. Greenberg, Paul Myers, Wade Thornhorst, John T. Updegraff, Jr.

2. The following disclosures are made by the Title Insurance Agent issuing this Commitment: **North American Title Company**

- (a) A listing of each shareholder, owner, partner, or other person having, owning or controlling one percent (1%) or more of the Title Insurance Agent that will receive a portion of the premium.

NORTH AMERICAN TITLE COMPANY is a wholly owned subsidiary of North American Title Group, Inc., a Florida corporation which is a wholly-owned subsidiary of Lennar Financial Services, LLC, a Florida limited liability company. Lennar Financial Services, LLC is a wholly owned subsidiary of Lennar Corporation, a Delaware corporation, whose securities are publicly traded on the New York Stock Exchange.

- (b) A listing of each shareholder, owner, partner, or other person having, owning or controlling ten percent (10%) or more of an entity that has, owns or controls one percent (1%) or more of the Title Insurance Agent that will receive a portion of the premium.
- (c) If the Agent is a corporation: (i) the name of each director of the Title Insurance Agent, and (ii) the names of the President, the Executive or Senior Vice-President, the Secretary and the Treasurer of the Title Insurance Agent.

Directors: Thomas J. Fischer (Chairman), Emilio Fernandez, Clotilde C. Keller

President: William G. Moize

Executive Vice President: Thomas J. Fischer, N. Scott Moize, Kristy Santelia, Margaret A. Liebes

Senior Vice President: Laura Coffey, Emilio Fernandez, Alison Hale, Jefferson E. Howeth, Clotilde C. Keller, Margery Lee, Lisa Taylor, E. Blake Utley, Michael Vulllo, Jr., Mark Womble

Treasurer: Donnis Benson

Secretary: Jefferson E. Howeth

Assistant Secretary: Emilio Fernandez, Clotilde C. Keller, Cheryl Saur

- (d) The name of any person who is not a full-time employee of the Title Insurance Agent and who receives any portion of the title insurance premium for services performed on behalf of the Title Insurance Agent in connection with the issuance of a title insurance form; and, the amount of that premium any such person shall receive.

SCHEDULE D
(Continued)

- (e) For purposes of this paragraph 2, "having, owning or controlling" includes the right to receipt of a percentage of net income, gross income, or cash flow of the Agent or entity in the percentage stated in subparagraph (a) or (b).
3. You are entitled to receive advance disclosure of settlement charges in connection with the proposed transaction to which this commitment relates. Upon your request, such disclosure will be made to you. Additionally, the name of any person, firm or corporation receiving any sum from the settlement of this transaction will be disclosed on the closing or settlement statement.

You are further advised that the estimated title premium* is:

Total \$ 0.00

Of this total amount: 15% will be paid to the policy issuing Title Insurance Company; 85% will be retained by the issuing Title Insurance Agent; and the remainder of the estimated premium will be paid to other parties as follows:

Amount	To Whom	For Services
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*The estimated premium is based upon information furnished to us as of the date of this Commitment for Title Insurance. Final determination of the amount of the premium will be made at closing in accordance with the Rules and Regulations adopted by the Commissioner of Insurance.

This commitment is invalid unless the insuring provisions and Schedules A, B, and C are attached.

DELETION OF ARBITRATION PROVISION
(Not applicable to the Texas Residential Owner's Policy)

Commitment No.: 14766-13-00743

GF No.: 14766-13-00743

ARBITRATION is a common form of alternative dispute resolution. It can be a quicker and cheaper means to settle a dispute with your Title Insurance Company. However, if you agree to arbitrate, you give up your right to take the Title Insurance Company to court and your rights to discovery of evidence may be limited in the arbitration process. In addition, you cannot usually appeal an arbitrator's award.

Your policy contains an arbitration provision (shown below). It allows you or the Company to require arbitration if the amount of insurance is \$2,000,000 or less. If you want to retain your right to sue the Company in case of a dispute over a claim, you must request deletion of the arbitration provision before the policy is issued. You can do this by signing this form and returning it to the Company at or before the closing of your real estate transaction or by writing to the Company.

The arbitration provision in the Policy is as follows:

"Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is **\$2,000,000** or less shall be arbitrated at the option of either the Company or the Insured, unless the Insured is an individual person (as distinguished from an Entity). All arbitrable matters when the Amount of Insurance is in excess of **\$2,000,000** shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction."

SIGNATURE

DATE

Title Resources Guaranty Company Privacy Policy Notice

PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of Title Resources Guaranty Company

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you such as on applications or other forms.
- Information about your transactions we secure from our files, or from our affiliates or others.
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

- Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.
- Non-financial companies such as envelope stuffers and other fulfillment service providers.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

FACTS

WHAT DOES NORTH AMERICAN TITLE GROUP, INC. FAMILY OF COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Why? Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some, but not all, sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

What? The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and income
- transaction history and payment history
- purchase history and account balances

When you are *no longer* our customer, we continue to share your information as described in this notice.

How? All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons North American Title Group, Inc. Family of Companies ("NATG") choose to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does NATG share?	Can you limit this sharing?
For our everyday business purposes— such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes— to offer our products and services to you	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes— information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes— information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For nonaffiliates to market to you	No	We don't share

Questions? Call 1 (888) 444-7766, extension 6585

TEXAS TITLE INSURANCE INFORMATION

<p>Title insurance insures you against loss resulting from certain risks to your title.</p> <p>The commitment for Title Insurance is the title insurance company's promise to issue the title insurance policy. The commitment is a legal document. You should review it carefully to completely understand it before your closing date.</p>	<p>El seguro de título le asegura en relación a pérdidas resultantes de ciertos riesgos que puedan afectar el título de su propiedad.</p> <p>El Compromiso para Seguro de Título es la promesa de la compañía aseguradora de títulos de emitir la póliza de seguro de título. El Compromiso es un documento legal. Usted debe leerlo cuidadosamente y entenderlo completamente antes de la fecha para finalizar su transacción.</p>
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Your Commitment for Title Insurance is a legal contract between you and us. The Commitment is not an opinion or report of your title. It is a contract to issue you a policy subject to the Commitment's terms and requirements.

Before issuing a Commitment for Title Insurance (the Commitment) or a Title Insurance Policy (the Policy), the Title Insurance Company (the Company) determines whether the title is insurable. This determination has already been made. Part of that determination involves the Company's decision to insure the title except for certain risks that will not be covered by the Policy. Some of these risks are listed in Schedule B of the attached Commitment as Exceptions. Other risks are stated in the Policy as Exclusions. These risks will not be covered by the Policy. The Policy is not an abstract of title nor does a Company have an obligation to determine the ownership of any mineral interest.

Minerals and Mineral Rights may not be covered by the Policy. The Company may be unwilling to insure title unless there is an exclusion or an exception as to Minerals and Mineral Rights in the Policy. Optional endorsements insuring certain risks involving minerals, and the use of improvements (excluding lawns, shrubbery and trees) and permanent buildings may be available for purchase. If the title insurer issues the title policy with an exclusion or exception to the minerals and mineral rights, neither this Policy, nor the optional endorsements, ensure that the purchaser has title to the mineral rights related to the surface estate.

Another part of the determination involves whether the promise to insure is conditioned upon certain requirements being met. Schedule C of the Commitment lists these requirements that must be satisfied or the Company will refuse to cover them. You may want to discuss any matters shown in Schedules B and C of the Commitment with an attorney. These matters will affect your title and your use of the land.

When your Policy is issued, the coverage will be limited by the Policy's Exceptions, Exclusions and Conditions, defined below.

- **EXCEPTIONS** are title risks that a Policy generally covers but does not cover in a particular instance. Exceptions are shown on Schedule B or discussed in Schedule C of the Commitment. They can also be added if you do not comply with the Conditions section of the Commitment. When the Policy is issued, all Exceptions will be on Schedule B of the Policy.
- **EXCLUSIONS** are title risks that a Policy generally does not cover. Exclusions are contained in the Policy but not shown or discussed in the Commitment.
- **CONDITIONS** are additional provisions that qualify or limit your coverage. Conditions include your responsibilities and those of the Company. They are contained in the Policy but not shown or discussed in the Commitment. The Policy Conditions are not the same as the Commitment Conditions.

You can get a copy of the policy form approved by the Texas Department of Insurance by calling the Title Insurance Company at 1-800-625-8018 or by calling the title insurance agent that issued the Commitment. The Texas Department of Insurance may revise the policy form from time to time.

You can also get a brochure that explains the policy from the Texas Department of Insurance by calling 1-800-252-3439.

Before the Policy is issued, you may request changes in the policy. Some of the changes to consider are:

- Request amendment of the "area and boundary" exception (Schedule B, paragraph 2). To get this amendment, you must furnish a survey and comply with other requirements of the Company. On the Owner's Policy, you must pay an additional premium for the amendment. If the survey is acceptable to the Company and if the Company's other requirements are met, your Policy will insure you against loss because of discrepancies or conflicts in boundary lines, encroachments or protrusions, or overlapping of improvements. The Company may then decide not to insure against specific boundary or survey problems by making special exceptions in the Policy. Whether or not you request amendment of the "area and boundary" exception, you should determine whether you want to purchase and review a survey if a survey is not being provided to you.
- Allow the Company to add an exception to "rights of parties in possession." If you refuse this exception, the Company or the title insurance agent may inspect the property. The Company may except to and not insure you against the rights of specific persons, such as renters, adverse owners or easement holders who occupy the land. The Company may charge you for the inspection. If you want to make your own inspection, you must sign a Waiver of Inspection form and allow the Company to add this exception to your Policy.

The entire premium for a Policy must be paid when the Policy is issued. You will not owe any additional premiums unless you want to increase your coverage at a later date and the Company agrees to add an Increased Value Endorsement.

CONDITIONS AND STIPULATIONS

1. If you have actual knowledge of any matter which may affect the title or mortgage covered by this Commitment, that is not shown in Schedule B, you must notify us in writing. If you do not notify us in writing, our liability to you is ended or reduced to the extent that your failure to notify us affects our liability. If you do notify us, or we learn of such matter, we may amend Schedule B, but we will not be relieved of liability already incurred.

2. Our liability is only to you, and others who are included in the definition of Insured in the Policy to be issued. Our liability is only for actual loss incurred in your reliance on this Commitment to comply with its requirements, or to acquire the interest in the land. Our liability is limited to the amount shown in Schedule A of this Commitment and will be subject to the following terms of the Policy: Insuring Provisions, Conditions and Stipulations, and Exclusions.

IMPORTANT NOTICE	AVISO IMPORTANTE
<p data-bbox="277 667 773 762">FOR INFORMATION, OR TO MAKE A COMPLAINT CALL OUR TOLL-FREE NUMBER</p> <p data-bbox="407 795 643 825">1-800-526-8018</p> <p data-bbox="293 861 756 955">ALSO YOU MAY CONTACT THE TEXAS DEPARTMENT OF INSURANCE AT</p> <p data-bbox="407 991 643 1020">1-800-252-3439</p> <p data-bbox="240 1094 594 1123">to obtain information on:</p> <ol data-bbox="240 1125 781 1451" style="list-style-type: none">1. filing a complaint against an insurance company or agent,2. whether an insurance company or agent is licensed,3. complaints received against an insurance company or agent,4. policyholder rights, and5. a list of consumer publications and services available through the Department. <p data-bbox="298 1581 764 1772">YOU MAY ALSO WRITE TO THE TEXAS DEPARTMENT OF INSURANCE P.O. BOX 149104 AUSTIN, TEXAS 78714-9104 FAX NO. (512) 475-1771</p>	<p data-bbox="894 663 1349 758">PARA INFORMACION, O PARA SOMETER UNA QUEJA LLAME AL NUMERO GRATIS</p> <p data-bbox="1000 791 1235 821">1-800-526-8018</p> <p data-bbox="850 856 1395 984">TAMBIEN PUEDE COMUNICARSE CON EL DEPARTAMENTO DE SEGUROS DE TEXAS AL</p> <p data-bbox="1000 1020 1235 1050">1-800-252-3439</p> <p data-bbox="837 1087 1300 1117">para obtener información sobre:</p> <ol data-bbox="837 1119 1382 1541" style="list-style-type: none">1. como someter una queja en contra de una compañía de seguros o agente de seguros,2. si una compañía de seguros o agente de seguros tiene licencia,3. quejas recibidas en contra de una compañía de seguros o agente de seguros,4. los derechos del asegurado, y5. una lista de publicaciones y servicios para consumidores disponibles a través del Departamento. <p data-bbox="883 1577 1373 1768">TAMBIEN PUEDE ESCRIBIR AL DEPARTAMENTO DE SEGUROS DE TEXAS P.O. BOX 149104 AUSTIN, TEXAS 78714-9104 FAX NO. (512) 475-1771</p>



August 15, 2014
AVO 29350

CERTIFIED MAIL
7013 3020 0000 6225 9710

Beltline/Marsh, Ltd.
Attn: Tom Matter
P.O. Box 12392
Dallas, TX 75225

**RE: Town of Addison, Belt Line Road Project-Phase I
Parcel 1R Property Address - 3701 Belt Line Road**

Dear Mr. Matter:

As you may know, the Town of Addison is in the process of making public improvements to Belt Line Road, including placing overhead utility lines underground, enhancing the streetscape, and making the public sidewalks more pedestrian friendly. Our firm has been retained by the Town to help with this project. In order to make these improvements, the Town will in some instances need to obtain from the owner of land adjacent to Belt Line the right to use a portion of that land for this public use. In acquiring that right, the Town follows a definite procedure for appraising the land needed and for handling personal negotiations with each owner. As has been or will be explained, the Town desires to acquire from you a fee or easement interest in a portion of your property located within the Town at 3701 Belt Line Road, as described in the enclosed property description (the "Parcel"), for this public project.

In connection with this acquisition, the Town has obtained a written appraisal of the Parcel, including any damages to any of your remaining property, and based on that independent appraisal the Town is authorized to offer you \$38,545.00 for the Parcel, which includes payment for the Parcel and improvements to be purchased and for cost-to-cure and/or permanent damages to your remaining property, subject to clear title being secured. A copy of the written appraisal is enclosed with this letter. This amount is the total amount of just compensation for all interests in the portion of your property to be acquired, as determined in accordance with State law. In accordance with State law, it is the policy of the Town to negotiate with the fee owner(s) of the real property with the understanding that you will, in turn, negotiate with any lessee or other party who may own any interest in the land or improvements, with the exception of public utility easements, which will be handled separately by the Town.

If you wish to accept the offer based upon this appraisal, please contact me as soon as possible so that the process of issuing your payment may be started. If you are not willing to accept this offer, you may submit a written counteroffer, setting forth a counteroffer amount and the basis for such amount, provided your counteroffer is received in writing within 30 days after the date of your receipt of this letter.



In the event the condition of the Parcel or any other portion of the property changes for any reason, the Town shall have the right to withdraw or modify this offer.

You have the right to discuss with others this or any offer or agreement regarding the Town's acquisition of the Parcel, or you may (but are not required to) keep the offer or agreement confidential, subject to the provisions of Chapter 552, Government Code (the Texas Public Information Act).

We'd appreciate and respectfully request the opportunity to discuss and answer any questions you may have regarding the Belt Line Road public improvements project and the details of the type of facilities to be built, or concerning the Town's offer or proposed purchase transaction. I may be contacted at (214) 217-6659 or jhowell@halff.com, and I look forward to the chance to visit with you.

Please see the enclosed copy of the Texas Landowner Bill of Rights. The Town is a governmental entity with the power of eminent domain, and hopes and desires to acquire the Parcel through a voluntary process. However, if that is not possible, the Town may exercise the power of eminent domain to acquire the Parcel.

Finally, if there are any appraisal reports relating to your property being acquired which were prepared in the ten (10) years preceding the date of this offer, other than the appraisal on which this offer is based, we have enclosed them with this letter.

Sincerely,

HALFF ASSOCIATES, INC.

A handwritten signature in blue ink that reads "John Howell".

John Howell, R/W-NAC
Right of Way Specialist

ENCLOSURES:

Texas Landowner's Bill of Rights

Appraisal Report(s), effective 3/20/2014

Acknowledgment of Receipt of Texas Landowner's Bill of Rights & Appraisal Report(s)

Copy of Parcel Survey

Copy of SB 390

Copy of TREC Disclosure Notice

CERTIFIED MAIL

TOWN OF ADDISON
BELTLINE ROAD

AVO 29350

PARCEL 1R

7013 3020 0000 6225 9710

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Certified Fee		
Return Receipt Fee (Endorsement Required)	15	
Restricted Delivery Fee (Endorsement Required)	2014	
Total Postage & Fees	\$ 15.32	

Sent To
Beltline/Marsh, Ltd.
Attn. Tom Matter
P.O. Box 12392
Dallas, TX 75225

PS Instructions

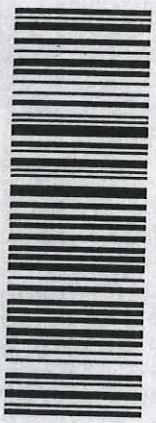
SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none">Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.Print your name and address on the reverse so that we can return the card to you.Attach this card to the back of the mailpiece, or on the front if space permits.	A. Signature <input checked="" type="checkbox"/> X <i>Tom</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee
1. Article Addressed to: Beltline/Marsh, Ltd. Attn. Tom Matter P.O. Box 12392 Dallas, TX 75225	B. Received by (Printed Name) <i>Tom Matter</i> C. Date of Delivery <i>AUG 21 2014</i>
2. Article Number (Transfer from service label) 7013 3020 0000 6225 9710	D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No
	3. Service Type <input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Priority Mail Express™ <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> Collect on Delivery
	4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes

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 CHAPARRAL, TX 75011-3324



7013 3020 0000 6225 9710
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Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	5.32

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 TA02I 1141
 PH01

Sent To

Sir
 or
 City

Beltline/Marsh, Ltd.
 Attn: Tom Matter
 P.O. Box 12392
 Dallas, TX 75225

PS

Instructions

Beltline/Marsh, Ltd.
 Attn: Tom Matter
 P.O. Box 12392
 Dallas, TX 75225

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

COMPLETE THIS SECTION ON DELIVERY

A. Signature
 X Agent
 Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

NEGOTIATOR'S CERTIFICATE

Owner(s): Beltline/Marsh, Ltd.


Parcel No.: 1R

Address: 3701 Belt Line Road
Addison, TX 75001

Town of Addison, Belt Line Road Project
Phase I

Negotiated Amount: \$16,000.00

In successfully negotiating the purchase of the above designated parcel, to the best of my knowledge the attached written agreement embodies all of the considerations agreed upon between the owner and myself. The agreement was reached without coercion, promises other than those shown in the agreement, or threats of any kind whatsoever by or to either party. I understand that the parcel was purchased for use in connection with a highway project. I have no direct or indirect present or contemplated future personal interest in the parcel or in any benefit from the acquisition of the property.



John Howell, Right of Way Specialist

April 20, 2015

Date

