



1201 North Bowser Road
Richardson, Texas 75081
(214) 346-6200
Fax (214) 739-0095

LETTER OF TRANSMITTAL

To: Lisa Pyles
Director of Infrastructure Operations & Services
Town of Addison
16801 Westgrove Drive
Addison, TX 75001

Date: March 2, 2015
Project: Town of Addison, Belt Line Road
Project – Phase I

From: John Howell

AVO: 29350

Email: jhowell@halff.com

Parcel: 1R
3701 Belt Line Road

Phone: 214-217-6659

WE ARE SENDING YOU

Attached Under separate cover via ___ the following:

- | | | | | |
|---|------------------------------------|---------------------------------|---------------------------------------|---|
| <input type="checkbox"/> Shop Drawings | <input type="checkbox"/> Prints | <input type="checkbox"/> Plans | <input type="checkbox"/> Drawings | <input type="checkbox"/> Specifications |
| <input type="checkbox"/> Copy of letter | <input type="checkbox"/> Report(s) | <input type="checkbox"/> CD/DVD | <input type="checkbox"/> Other: _____ | |

VIA: Hand Delivery US Postal Service Courier Overnight Express

THESE ARE TRANSMITTED as checked below:

- | | | |
|---|--|---|
| <input type="checkbox"/> For approval | <input type="checkbox"/> Approval as submitted | <input type="checkbox"/> Resubmit ___ copies for approval |
| <input type="checkbox"/> For your use | <input type="checkbox"/> Approved as noted | <input type="checkbox"/> Submit ___ copies for distribution |
| <input type="checkbox"/> As requested | <input type="checkbox"/> Returned for corrections | <input type="checkbox"/> Return ___ corrected prints |
| <input type="checkbox"/> For review/comment | <input checked="" type="checkbox"/> Other: <u>For your Signature</u> | |

ITEMS SENT:

- Original Possession and Use Agreement

COMMENTS:

Please sign and notify us at phone or email listed above when ready for pick up.
Funding Package will be submitted upon receipt of signed deed along with closing instructions for the title company.
Let us know if you have any questions.

Thanks!

SIGNED: John Howell

COPIES:

- | | | | |
|--|--------------------------------|-------------------------------------|---------------------------------|
| <input checked="" type="checkbox"/> File | <input type="checkbox"/> Owner | <input type="checkbox"/> Contractor | <input type="checkbox"/> Other: |
|--|--------------------------------|-------------------------------------|---------------------------------|

POSSESSION AND USE AGREEMENT

STATE OF TEXAS	§	Parcel No.: 1R
	§	
COUNTY OF DALLAS	§	Project No.:

This Possession and Use Agreement For Transportation Purposes (the “Agreement”) between the Town of Addison, Texas (the “Town”), and Beltline/Marsh, Ltd., a Texas limited partnership, (the “Grantor” whether one or more), grants to the Town, its contractors, agents and all others deemed necessary by the Town, an irrevocable right to possession and use of the Grantor’s property for the purpose of constructing a portion of Belt Line Road from Marsh Lane to Midway Road, and relocating utilities in connection with road construction (the “Construction Project”). The property subject to this Agreement is described more fully in field notes and plat map (attached as **Exhibit “A”**) and made a part of this Agreement by reference (the “Property”).

1. For the consideration paid by the Town which is set forth in Paragraph 2 below, the receipt and sufficiency of which is acknowledged, the Grantor grants, bargains, sells and conveys to the Town the right of entry and exclusive possession and use of the Property for the purpose of relocating utilities and constructing a highway and appurtenances thereto including the right to remove any improvements located on the Property. Authorized activities include surveying, inspection, environmental studies, archeological studies, clearing, demolition, construction of permanent improvements, relocating, replacing, and improving existing utility facilities, locating new utility facilities, and other work required to be performed in connection with the Construction Project. This Possession and Use Agreement will extend to the Town, its contractors and assigns, owners of any existing utilities on the Property and those which may be lawfully permitted on the Property by the Town in the future, and all others deemed necessary by the Town for the purpose of the Construction Project. This grant will allow the construction, relocation, replacement, repair, improvement, operation and maintenance of utilities on the Property.
2. In full consideration for this irrevocable grant of possession and use and other Grantor covenants, warranties, and obligations under this Agreement, the Town will tender to the Grantor the sum of Sixteen Thousand and No/100ths Dollars (\$16,000.00). The approved value is the Town’s determination of the just compensation owed to the Grantor for the real property interest to be acquired by the Town in the Property, encumbered with the improvements thereon, if any, and damages to the remainder, if any, save and except all oil, gas and sulphur. The parties agree that the sum tendered to Grantor will be deducted from any final settlement amount, Special Commissioners’ award or court judgment. In the event the amount of the final settlement or judgment for acquisition of the Property is less than the amount the Town has paid for the possession and use of the Property, then the Grantor agrees that the original amount tendered represents an overpayment for the difference and, upon written notice from the Town, the Grantor will promptly refund the overpayment to the Town.
3. The effective date of this Agreement will be the date on which it is executed by the Grantor (the “Effective Date”). The Town shall forward payment of the above sum to Grantor within 14 days of execution of this Agreement.
4. The Grantor warrants and represents that the title to the Property is free and clear of all liens and encumbrances or that proper releases will be executed for the Property prior to funds being disbursed

under this Agreement. The Grantor further warrants that no other person or entity owns an interest in the fee title to the Property and further agrees to indemnify the Town from all unreleased or undisclosed liens, claims or encumbrances affecting the Property.

5. The parties agree that the valuation date for determining the amount of just compensation for the real property interest proposed to be acquired by the Town in the Property, for negotiation or eminent domain proceeding purposes, will be the Effective Date of this Agreement.
6. This Agreement is made with the understanding that the Town will continue to proceed with acquisition of a real property interest in the Property. The Grantor reserves all rights of compensation for the title and interest in and to the Property which the Grantor holds as of the time immediately prior to the Effective Date of this Agreement. This Agreement shall in no way prejudice the Grantor's rights to receive full and just compensation as allowed by law for all of the Grantor's interests in and to the Property to be acquired by the Town, encumbered with the improvements thereon, if any, and damages, if any, to the remainder of the Grantor's interest in any larger tract of which the Property is a part (the "Remainder"), if any; all as the Property exists on the Effective Date of this Agreement. The Town's removal or construction of improvements on the Property shall in no way affect the fair market value of the Property in determining compensation due to the Grantor in the eminent domain proceedings. There will be no project impact upon the appraised value of the Property. This grant will not prejudice the Grantor's rights to any relocation benefits for which Grantor may be eligible.
7. In the event the Town institutes or has instituted eminent domain proceedings, the Town will not be liable to the Grantor for interest upon any award or judgment as a result of such proceedings for any period of time prior to the date of the award. Payment of any interest may be deferred by the Town until entry of judgment.
8. The purpose of this Agreement is to allow the Town to proceed with its Construction Project without delay and to allow the Grantor to have the use at this time of the estimated compensation for the Town's acquisition of a real property interest in the Property. The Grantor expressly acknowledges that the proposed Construction Project is for a valid public use and voluntarily waives any right the Grantor has or may have, known or unknown, to contest the jurisdiction of the court in any condemnation proceeding for acquisition of the Property related to the Construction Project, based upon claims that the condemning authority has no authority to acquire the Property through eminent domain, has no valid public use for the Property, or that acquisition of the Property is not necessary for the public use.
9. The Grantor reserves all of the oil, gas and sulphur in and under the land herein conveyed but waives all right of ingress and egress to the surface for the purpose of exploring, developing, mining or drilling. The extraction of oil, gas and minerals may not affect the geological stability of the surface. Nothing in this reservation will affect the title and rights of the Town to take and use all other minerals and materials thereon, and thereunder.
10. The undersigned Grantor agrees to pay as they become due, all ad valorem property taxes and special assessments assessed against Property, including prorated taxes for the year in which the Town takes title to the Property.
11. Notwithstanding the acquisition of right of possession to the Property by the Town in a condemnation proceeding by depositing the Special Commissioners' award into the registry of the

court, less any amounts tendered to the Grantor pursuant to Paragraph 2 above, this Agreement shall continue to remain in effect until the Town acquires title to the Property either by negotiation, settlement, or final court judgment.

12. This Agreement will also extend to and bind the heirs, devisees, executors, administrators, legal representatives, successors in interest and assigns of the parties.

13. It is agreed the Town will record this document.

14. Other conditions:

To have and to hold the Agreement herein described and conveyed, together with all the rights and appurtenances belonging to the Town and its assigns forever, for the purposes and subject to the limitations set forth above.

IN WITNESS WHEREOF, THIS INSTRUMENT IS EXECUTED ON THIS THE 27th DAY OF FEBRUARY, 2015.

Grantor(s):

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

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

by: 
Thomas R. Matter, Manager

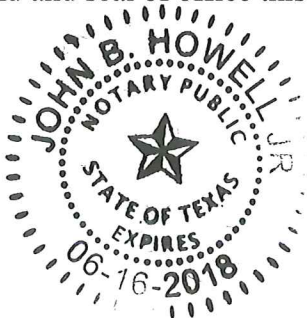
Acknowledgment

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 27th day of February, 2015.

(seal)




Notary Public, State of Texas

AGREED TO AND ACCEPTED by the Town of Addison, Texas this ___ day of _____, 2015.

Town of Addison, Texas

By: Lea Dunn
Lea Dunn, City Manager

Acknowledgment

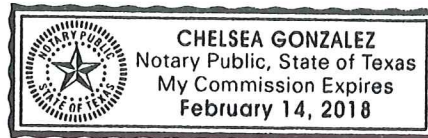
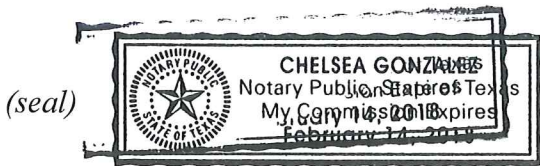
State of Texas,
County of Dallas:

Before me, the undersigned authority, on this day personally appeared Lea Dunn, 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.

Given under my hand and seal of office this 9th day of March, 2015.

Chelsea Gonzalez

Notary Public, State of Texas



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.

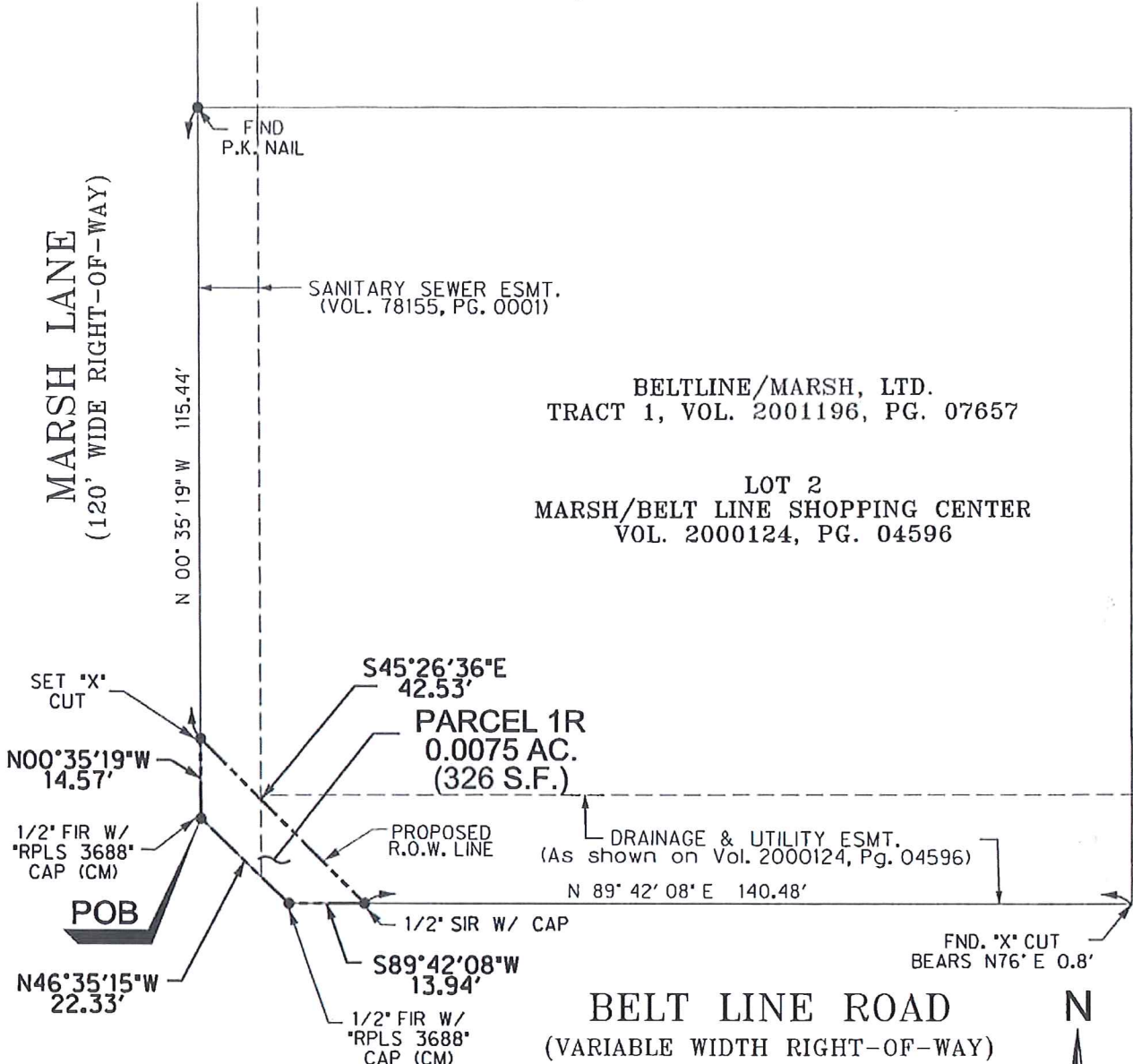
NOTES:

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



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)

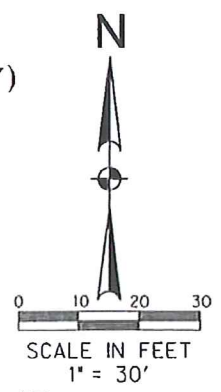
PARCEL 1R
0.0075 AC.
(326 S.F.)

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.

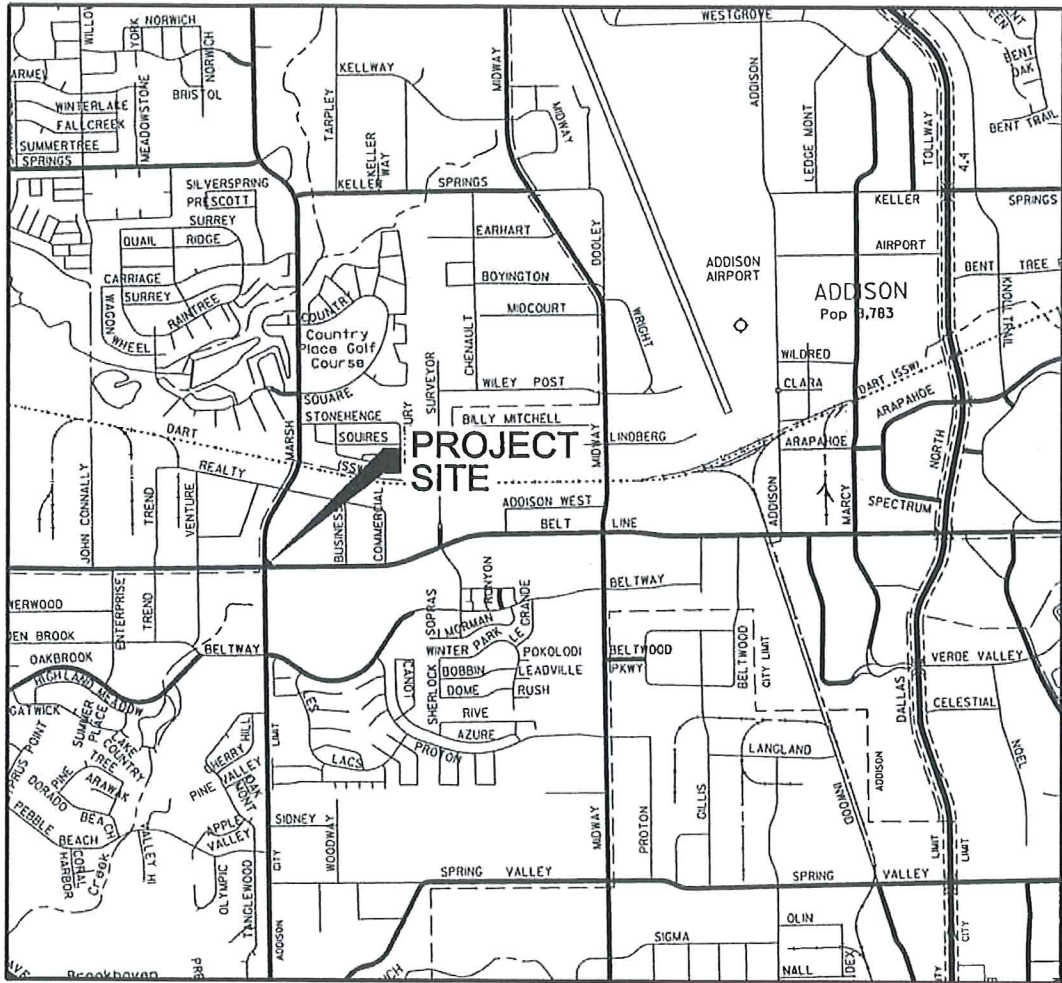


PARCEL 1R
0.0075 AC (326 S.F.)
RIGHT-OF-WAY OUT OF LOT 2
MARSH/BELT LINE SHOPPING CENTER
TOWN OF ADDISON,
DALLAS COUNTY, TEXAS

DATE: 10-23-2013 AVO: 29350



10/22/2013 5:14:42 PM a:\2481 HALFF I:\29000\093550\CADD\Sheets\Survey Exhibit\EXH4-PARCEL 1R-29350.dgn



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

