



TOWN OF ADDISON
PAYMENT AUTHORIZATION MEMO

Date: May 8, 2015 # Claim # _____ Check \$ # \$8,013.00

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 20R GF#14766-13-00757	40	823	56570	20124		\$8,013.00
TOTAL						<u>\$8,013.00</u>

EXPLANATION

Parcel 20R GF#14766-13-00757

Contact Shawn Cheairs with confirmation of payment.

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


Authorized Signature

Finance



April 30, 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 20R Property Address – 3939 Beltline Road**

Dear Mr. Shroyer:

The following documents are enclosed in support of payment in the amount of **\$8,013.00** to **North American Title Company and PEG Office, LLC.**

- Original, executed Deed (2 – please sign and return both originals)
- Town of Addison Sales Agreement (2 – please sign and return both originals)
- Counteroffer & Acceptance
- Completed W-9
- Analysis of Commitment
- Title Commitment
- Copy of Initial Offer with certified mail receipt
- Negotiator's Certificate

*OK to fund.
bmc*

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.


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:
Town of Addison, Texas
P.O. Box 9010
Addison, Texas 75001**

**SPECIAL WARRANTY DEED
(SURFACE ESTATE ONLY)**

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

DATE: April 8 _____, 2015

GRANTOR: PEG Office, LLC, a Delaware limited liability company
7920 Belt Line Road, Suite 900
Dallas, TX 75254
(Dallas County)

GRANTEE: Town of Addison, Texas
5300 Belt Line Road
Dallas, Texas 75254
(Dallas County)

That, **PEG OFFICE, LLC, a Delaware limited liability company**, of Dallas County, State of Texas, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, to Grantor in hand paid by the **TOWN OF ADDISON, TEXAS**, hereinafter referred to as Grantee, the receipt and sufficiency of which are hereby acknowledged and confessed, and for which no lien, or encumbrance expressed or implied, is retained, has this day **GRANTED, SOLD AND CONVEYED**, and by these presents does **GRANT, SELL AND CONVEY**, unto Grantee, its successors and assigns, the following described property (surface estate only) for street and/or other municipal purposes, to-wit:

All that certain tract, piece or parcel of land, lying and being situated in the County of Dallas, State of Texas, described in **EXHIBIT "A"**, which is incorporated herein and attached hereto for all purposes.

TO HAVE AND TO HOLD the above-described premises, together with all and singular the right and appurtenances thereto in anywise belonging, unto the Grantee and its successors and assigns forever; and Grantor, whether one or more, does hereby bind its

successors, heirs and assigns to warrant and forever defend all and singular the said property unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through, or under Grantor, but not otherwise.

EXECUTED effective as of the date first written above.

GRANTOR:


PEG OFFICE, LLC, a Delaware limited liability company:

by: PEG Office Mezz, LLC, a Delaware limited liability company, its sole Member:

by: 
Manuel Ybarra, Manager

GRANTEE:

Town of Addison, Texas:

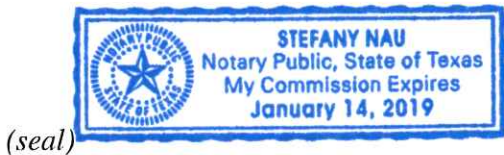
by: 
Name: Cheryl Delaney
Title: Deputy City Manager

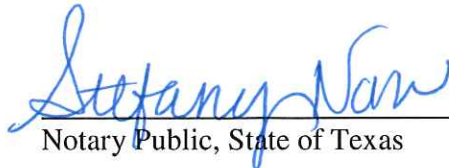
Acknowledgments

State of Texas,
County of Dallas:

Before me, the undersigned authority, on this day personally appeared Manuel Ybarra, manager of PEG Office Mezz, LLC, a Delaware limited liability company, the sole Member of PEG Office, LLC, a Delaware limited liability company, 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 8th day of April, 2015.

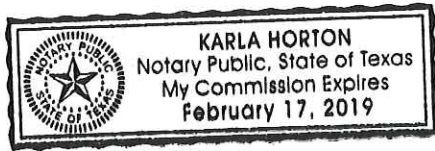



Notary Public, State of Texas

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 she 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 5th day of May, 2015.



(seal)

Karla Horton
Notary Public, State of Texas

EXHIBIT "A"

PARCEL 20R
0.0091 ACRE (397 SQUARE FOOT)
RIGHT OF WAY
OUT OF
LOT 1, BLOCK 1 OF
BELT LINE - MARSH BUSINESS PARK
TOWN OF ADDISON, DALLAS COUNTY, TEXAS

BEING a 397 square foot tract of land situated in the T.L. Chenoweth Survey, Abstract Number 273, Town of Addison, Dallas County, Texas, being part of Lot 1, Block 1, BELT LINE - MARSH BUSINESS PARK, an addition to the Town of Addison, Texas, as recorded in Volume 84186, Page 0137, Deed Records, Dallas County, Texas (D.R.D.C.T.), said tract also being part of that tract of land described as "Tract 3" in deed to PEG Office, LLC., as recorded in Instrument Number 201300031784 of the Official Public Records of Dallas County, Texas (O.P.R.D.C.T.), and being more particularly described as follows:

BEGINNING at a 1/2-inch found iron rod with "HENNESSE" cap for the most northerly southwest corner of said Lot 1 and the most northerly corner of a corner clip for the intersection of the east right-of-way line of Commercial Drive (a variable width right-of-way) as dedicated by BELT LINE/MARSH BUSINESS PARK, an addition to the Town of Addison recorded in Volume 81060, Page 170, D.R.D.C.T. and the north right-of-way line of Belt Line Road (a variable width right-of-way);

THENCE North 00 degrees 23 minutes 40 seconds West, with said east right-of-way line of Commercial Drive and the west line of said Lot 1, a distance of 20.01 feet to a 1/2-inch set iron rod with yellow cap stamped "HALFF" (hereinafter referred to as "with cap") for corner;

THENCE South 49 degrees 33 minutes 44 seconds East, departing said east right-of-way line of Commercial Drive and said west line of Lot 1, a distance of 39.23 feet to a 1/2-inch set iron rod with cap for corner on said north right-of-way line of Belt Line Road and the south line of said Lot 1, said corner also being on a non-tangent circular curve to the right having a radius of 1,860.00 feet, whose chord bears South 81 degrees 06 minutes 58 seconds West, a distance of 20.01 feet;

THENCE Westerly, with said north right-of-way of Belt Line Road and said south line of Lot 1 and with said curve, through a central angle of 00 degrees 36 minutes 59 seconds, an arc distance of 20.01 feet to a point for the most southerly corner of the aforementioned corner clip from which a 5/8-inch found iron rod bears South 33 degrees West, a distance of 0.3 feet;

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RIGHT OF WAY
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LOT 1, BLOCK 1 OF
BELT LINE - MARSH BUSINESS PARK
TOWN OF ADDISON, DALLAS COUNTY, TEXAS

THENCE North 49 degrees 24 minutes 29 seconds West, along said corner clip, a distance of 13.11 feet to the POINT OF BEGINNING and containing 0.0091 of an acre (397 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

PEG OFFICE, LLC
INST. NO. 201300031784
(TRACT 5)

PEG OFFICE, LLC
INST. NO. 201300031784
(TRACT 4)
LOT 2R, BLOCK 1
OF
LOTS 2R, 3R & 4R, BLOCK 1
OF
BELT LINE - MARSH BUSINESS PARK
VOL. 85100, PG. 03278

PEG OFFICE, LLC
INST. NO. 201300031784
(TRACT 3)

LOT 1, BLOCK 1
OF
BELT LINE - MARSH BUSINESS PARK
VOL. 84186, PG. 0137

Texas Power & Light Company
VOL. 4632 PG. 395-397
(PART 1)

COMMERCIAL DRIVE
(VARIABLE WIDTH RIGHT-OF-WAY)
VOL. 81060, PG. 170

15' T.P. & L. EASEMENT
VOL. 84186, PG. 137

DRAINAGE & UTILITY EASEMENT
VOL. 78155, PG. 0001
VOL. 81060, PG. 0170

PARCEL 20R
0.0091 AC.
(397 S.F.)

N00°23'40"W
20.01'
1/2" FIR W/
'HENNESSE' CAP
(CM)

POB

N49°24'29"W
13.11'

5/8" FIR
BEARS S33°W
0.3'

S49°33'44"E
39.23'

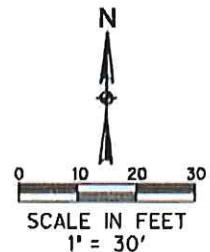
PROPOSED
R.O.W. LINE

Δ = 00°36'59"(RT)
R = 1,860.00'
T = 10.00'
L = 20.01'
CL = 20.01'
CB = S81°06'58"W

1/2" FIR W/
'PIBURN' CAP
BEARS S37°W 0.3'

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

Δ = 09°31'38"(LT)
R = 1,860.00'
T = 155.00'
L = 308.29
CL = 308.93'
CB = N76°02'39"E



LEGEND

- (CM) CONTROLLING MONUMENT
- SIR SET IRON ROD
- WCAP 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

1. 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.
2. A metes & bounds description of even date accompanies this survey exhibit.
3. This survey was prepared without the benefit of a title commitment. Easements may exist where none are shown.



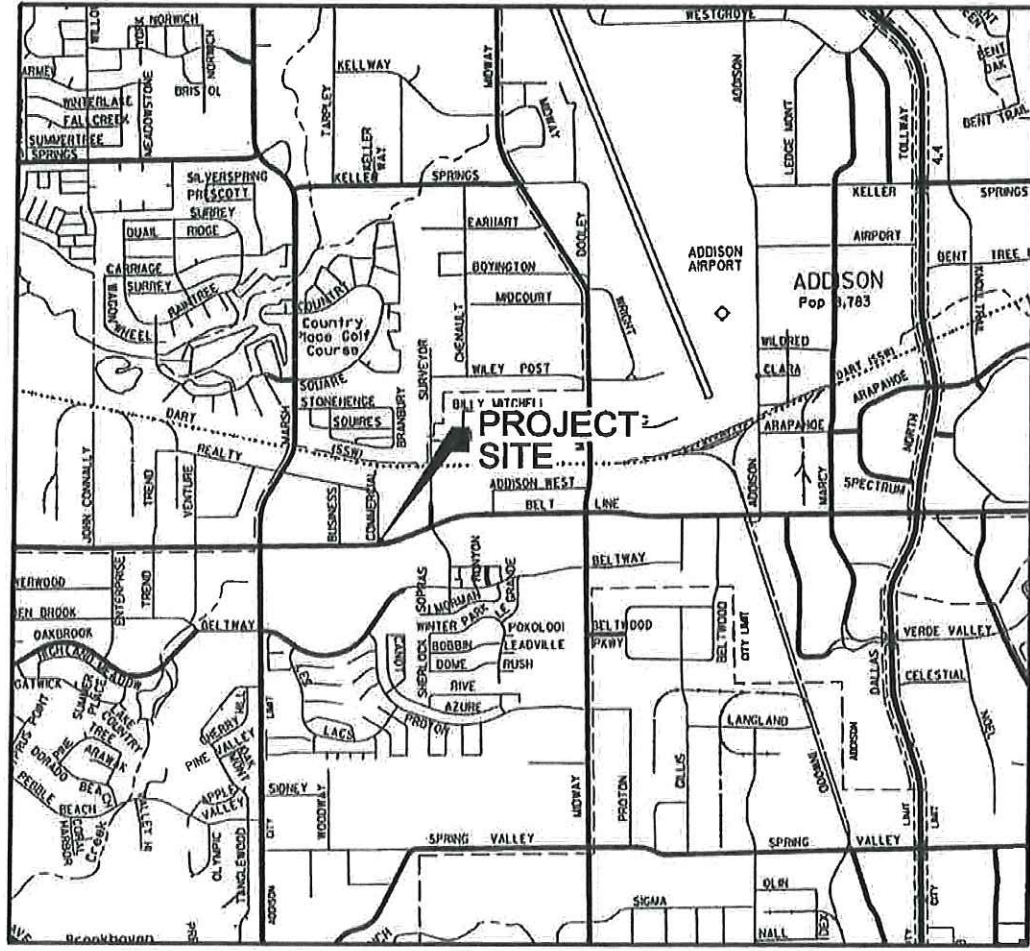
PARCEL 20R
0.0091 AC. (397 S.F.)
RIGHT-OF-WAY OUT OF
LOT 1, BLOCK 1
OF

BELT LINE - MARSH BUSINESS PARK
TOWN OF ADDISON,
DALLAS COUNTY, TEXAS

DATE: 10-23-2013 AVO: 29350

HALFF

1201 NORTH BOWSER ROAD RICHARDSON, TEXAS 75081
(214) 348-6200 TPBLS FIRM NO. 10029600



LOCATION MAP
NOT TO SCALE

PARCEL 20R
0.0091 AC.(397 S.F.)
RIGHT-OF-WAY OUT OF
LOT 1, BLOCK 1
OF
BELT LINE - MARSH BUSINESS PARK
TOWN OF ADDISON,
DALLAS COUNTY, TEXAS
DATE: 10-23-2013 AVO: 29350



10/24/2013 3:45:21 PM 442592
HALFF
I:\2000\403859\CADD\Sheets\Survey_Estimate\WORK\LOCATOR-20R-29350.dwg

**TOWN OF ADDISON
SALES AGREEMENT**

STATE OF TEXAS

KNOW ALL PERSONS BY THESE PRESENTS

COUNTY OF DALLAS

That **PEG OFFICE, LLC, a Delaware limited liability company**, hereinafter referred to as "Seller", whether one or more and the sole owner of the Property, hereby agrees to sell to **THE TOWN OF ADDISON, TEXAS**, 5300 Belt Line Road, Dallas, TX 75254, hereinafter referred to as "Town", 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	\$ 8,013.00
• EASEMENT FOR UTILITIES	\$ n/a
• "COST TO CURE" DAMAGES	\$ 0.00
• TOTAL CONSIDERATION/ALL CASH AT CLOSING:	\$ 8,013.00

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 right-of-way Deed 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 8th day of APRIL, 2015.

SELLER:

PEG OFFICE, LLC, a Delaware limited liability company:

by: PEG Office Mezz, LLC, a Delaware limited liability company, its sole Member:

by:  _____
Manuel Ybarra, Manager

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THENCE North 00 degrees 23 minutes 40 seconds West, with said east right-of-way line of Commercial Drive and the west line of said Lot 1, a distance of 20.01 feet to a 1/2-inch set iron rod with yellow cap stamped "HALFF" (hereinafter referred to as "with cap") for corner;

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



T.L. CHENOWETH SURVEY,
ABSTRACT NUMBER 273

FRANCIS-186
15500050539 CAD Sheets Survey Exhibit (2014-PARCEL) MON. FS. RW. of
HALFF
10/24/2013 3:42:46 PM 202562

COMMERCIAL DRIVE
(VARIABLE WIDTH RIGHT-OF-WAY)
VOL. 81060, PG. 170

PEG OFFICE, LLC
INST. NO. 201300031784
(TRACT 5)

PEG OFFICE, LLC
INST. NO. 201300031784
LOT 2R, BLOCK 1
OF BELT LINE - MARSH BUSINESS PARK
VOL. 95100, PG. 00275

PEG OFFICE, LLC
INST. NO. 201300031784
(TRACT 3)

LOT 1, BLOCK 1
OF
BELT LINE - MARSH BUSINESS PARK
VOL. 84186, PG. 0137

Texas Power & Light Company
VOL. 4632 PG. 395-397
(PART 1)

1/2" FIR
(CM)

N89°36'20"E 73.95'

N89°36'20"E
9.75'

1/2" FIR W/
'HENNESSE' CAP
(CM)

15' T.P. & L. EASEMENT
VOL. 84186, PG. 137

DRAINAGE & UTILITY EASEMENT
VOL. 78155, PG. 0001
VOL. 81060, PG. 0170

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N49°24'29"W
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5/8" FIR
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S49°33'44"E
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PROPOSED
R.O.W. LINE

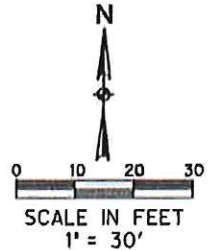
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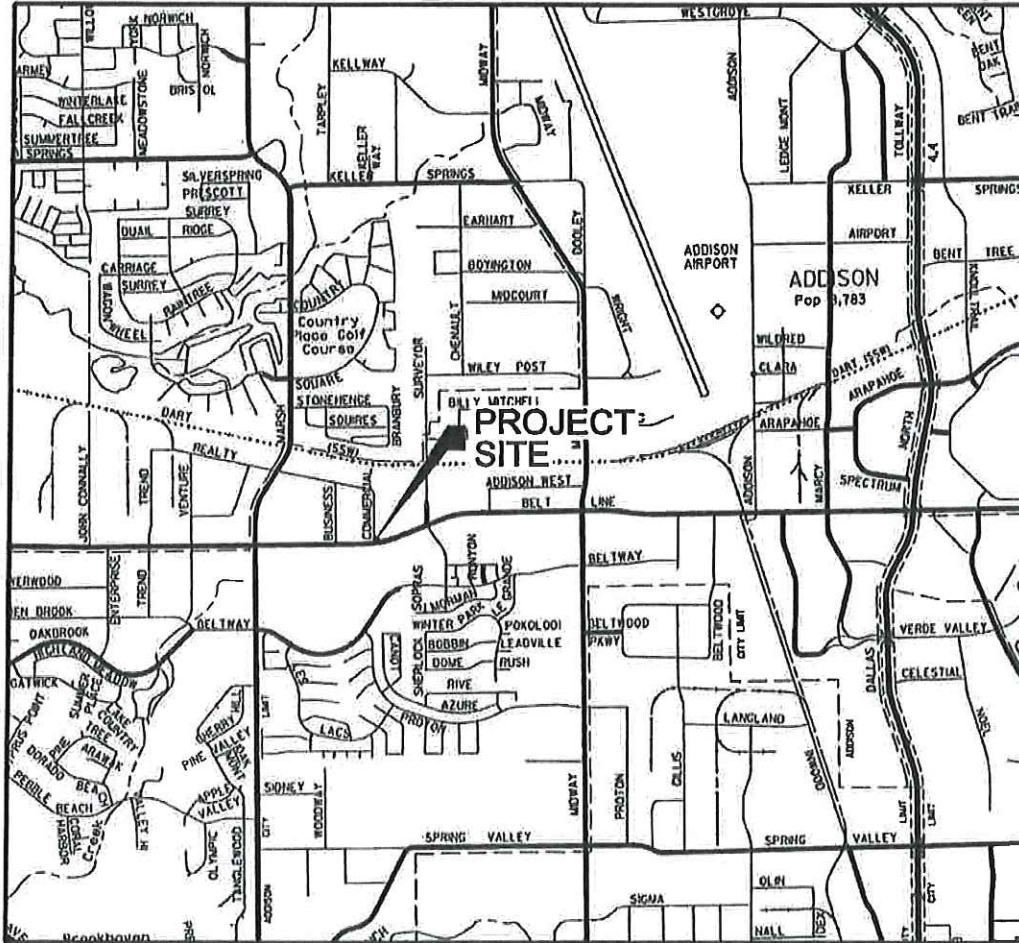
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3. Town, at Town's expense, will obtain a Title Insurance Policy from North American Title Company, Fort Worth, Texas. Any Seller or Title Company requested exception to Title Insurance must be approved by the Town Attorney.

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 right-of-way Deed at closing of said purchase.

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by: 
Manuel Ybarra, Manager

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THENCE North 00 degrees 23 minutes 40 seconds West, with said east right-of-way line of Commercial Drive and the west line of said Lot 1, a distance of 20.01 feet to a 1/2-inch set iron rod with yellow cap stamped "HALFF" (hereinafter referred to as "with cap") for corner;

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NOTES:

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ABSTRACT NUMBER 273

COMMERCIAL DRIVE
(VARIABLE WIDTH RIGHT-OF-WAY)
VOL. 81060, PG. 170

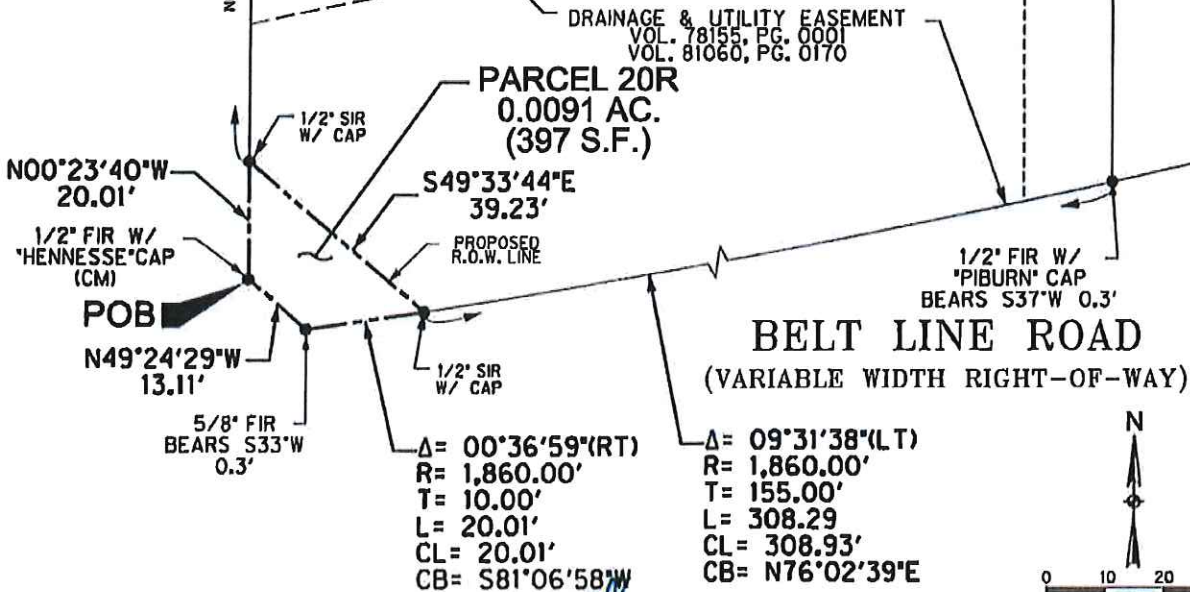
PEG OFFICE, LLC
INST. NO. 201300031784
(TRACT 5)

PEG OFFICE, LLC
INST. NO. 201300031784
LOT 2R, BLOCK 1
OF BELT LINE - MARSH BUSINESS PARK
VOL. 85100, PG. 03275

PEG OFFICE, LLC
INST. NO. 201300031784
(TRACT 3)

LOT 1, BLOCK 1
OF
BELT LINE - MARSH BUSINESS PARK
VOL. 84186, PG. 0137

Texas Power & Light Company
VOL. 4632 PG. 395-397
(PART 1)



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.



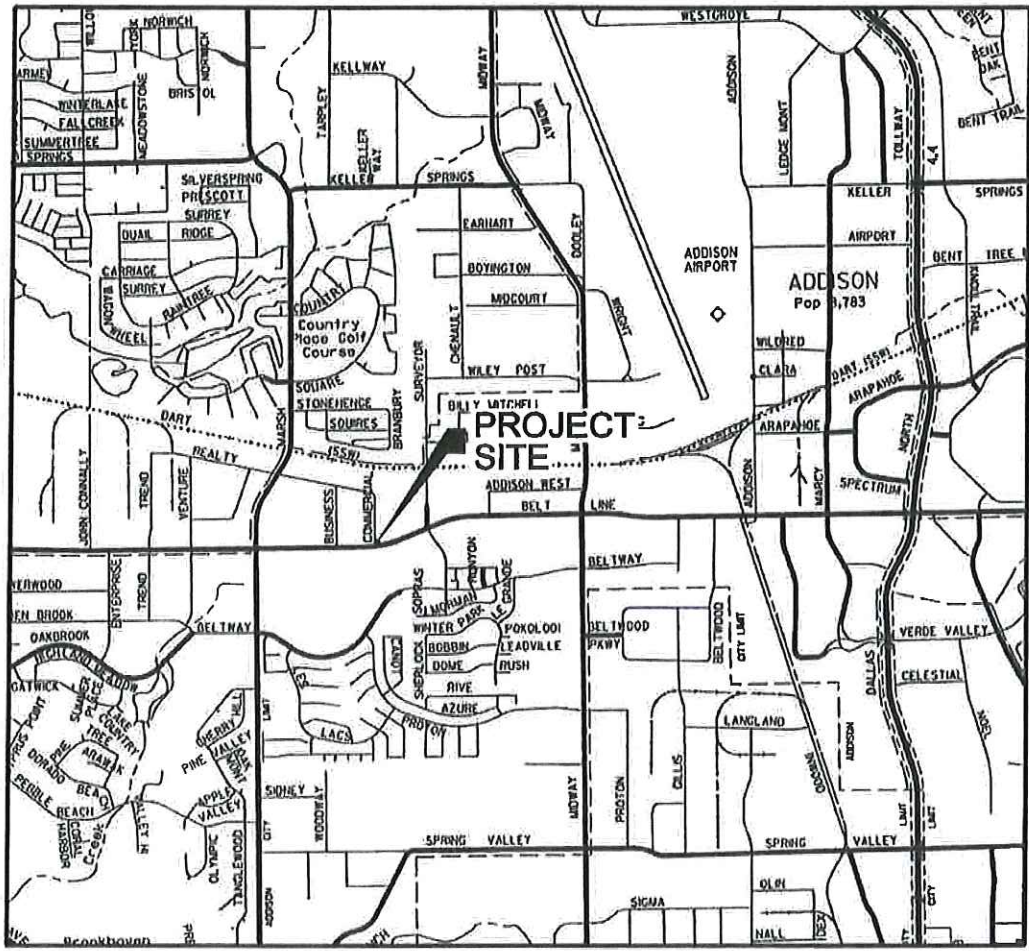
PARCEL 20R
0.0091 AC. (397 S.F.)
RIGHT-OF-WAY OUT OF
LOT 1, BLOCK 1
OF

BELT LINE - MARSH BUSINESS PARK
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



LOCATION MAP
NOT TO SCALE

PARCEL 20R
0.0091 AC.(397 S.F.)
RIGHT-OF-WAY OUT OF
LOT 1, BLOCK 1
OF
BELT LINE - MARSH BUSINESS PARK
TOWN OF ADDISON,
DALLAS COUNTY, TEXAS
DATE: 10-23-2013 AVO: 29350



10/24/2013 3:45:31 PM 414582
HALFF
N:\29350\29350\CADD\Sheet\Survey Exhibit\VEK\LOCATOR-20R-29350.dwg



October 15, 2014
AVO 29350

NEXT BUSINESS DAY DELIVERY

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

**RE: Town of Addison, Belt Line Road Project-Phase I
Parcel 20R Property Address – 3939 Beltline Road**

Dear Lisa:

The landowner of the above referenced parcel was presented an initial offer of \$6,432.00 on August 15, 2014. This offer was based on an appraisal report prepared by Pyles Whatley Corporation dated January 25, 2014. The landowners have respectfully declined to accept the offer provided by the Town of Addison; however, they have submitted, and are willing to accept, a counteroffer in the amount of \$8,013.00.

Initial Offer:	<u>\$6,432.00</u>
Addition	<u>\$1,581.00</u>
Counteroffer:	<u>\$8,013.00</u>

The landowner is in agreement with the land value. However, they determined that the valuation of the improvements was not totally sufficient. Therefore, the landowner obtained bids from local companies that reflect a total cost of \$6,028.00 for the improvements for an additional amount of \$1,581.00.

It is the recommendation of Halff Associates, Inc. that the counteroffer be approved in order to avoid costly eminent domain proceedings and the additional time to obtain possession of the needed right of way. After the Administrative Settlement review of the Owner's counteroffer, please inform me of the approval or disapproval. Should you have any questions or comments, please call me at 214.346.6299 or 214.422-3218 (cell).

Sincerely,

HALFF ASSOCIATES, INC.

A handwritten signature in blue ink that reads "Gary Leuba".

Gary Leuba, SR/WA, R/W-NAC
Right of Way Specialist

Enclosures

Jones Landscape Maint. & Design, Inc.
 6851 FM 1565
 PO Box 1090
 Royse City, Tx 75189



Quote

Quote #: 00026953
 Date: 9/25/14

Page: 1

Bill To:

Ship To:

PC-3939 Beltline
 PEG OFFICE
 7920 Belt Line Rd. Ste 900
 Dallas, TX 75254

PC-3939 Beltline
 Wells Fargo
 3939 Beltline Rd.
 Addison, TX 75001

Description	Amount	Tx
Front Street Corner Bed:		
Demo river rock & existing landscape		X
Trim trees away from corner		X
Install 20yards of pro bedding mix & compost		X
Re install 2tons of river rock		X
Install 38 - 5gal shrubs		X
Install 60 - bags of hardwood mulch		X
Install 800 - 4" flowers	\$4,615.00	X
We appreciate your business.		
Your Order #:	Sales Tax: \$380.74 Total Amount: \$4,995.74 Amount Applied: \$0.00 Balance Due: \$4,995.74	
Terms: Net 30		

Dwain Darland
 2224 Parkhaven
 Plano, TX 75075
 972-816-6404
 Fax 972-758-9685

Estimate

Date	Estimate #
9/29/2014	1088

Name / Address
3939 Matt Briske 3939 Belt Line Rd Addison Texas 75001

Project	ADDRESS

Description	Qty	Rate	Total
Move Lights J-Box & Trace Piping Back 10 Ft From Front Sign		800.00	800.00
Total			\$800.00

**ADMINISTRATIVE SETTLEMENT WORKSHEET
PARCEL: 20R**

1. Identify subject property location:		3939 Beltline Road, Addison, TX 75001 Northeast corner of Belt Line Road and Commercial Drive			
2. Identify Property Use:		Commercial Property			
3. Identify types and quality of tenants - such as commercial, etc.:		Office Building			
4. Identify:		Part to be Acquired Fee Simple		Part to be Acquired Permanent Easement	
a. parent property size (Acres/SF):		165,524 SF		SF	
b. parcel size (Acres/SF):		397 SF		SF	
c. remainder size (Acres/SF):		165,127 SF		SF	
5. Identify Shape of Parcel:		Triangular			
6. Identify whether Remainder has Access/Landlocked:		No denial of access			
7. Identify whether any bisected improvements:		None			
8. Identify proximity/distance to improvements in remainder:		unknown			
9. Identify Value of Whole Property in the Before:					
	SQ. FT.	10. OFFER	11. COUNTER	12. DELTA	% CHANGE
Land Value (Fee Simple):					
previously unencumbered				\$0.00	0.00%
previously encumbered	397	\$1,985.00	\$1,985.00	\$0.00	0.00%
Land Value (Easement): after imposition of easement					
previously unencumbered				\$0.00	0.00%
previously encumbered				\$0.00	0.00%
Total Land Value	397	\$1,985.00	\$1,985.00	\$0.00	0.00%
Unit Price		\$5.00	\$5.00	\$0.00	0.00%
Improvement Value		\$4,447.00	\$6,027.57	\$1,580.57	35.54%
Cost to Cure				\$0.00	0.00%
Damages Building				\$0.00	0.00%
Totals		\$6,432.00	\$8,013	\$1,580.57	24.57%
13. Identify Back-up information provided by owner: Bids for rework of exterior landscaping and relocation of lights/j-box Comparables: No Changes in adjustments: N/A Locations of comparables, etc.): N/A Other:					
14. Recommendation: Approve the Settlement					
15. Discussion: In my opinion, the owner's counter is reasonable and is supported by bids from local companies.					

Avalos, Fernando

From: Leuba, Gary
Sent: Friday, November 07, 2014 8:13 AM
To: Randy Irlbeck
Cc: Right of Way Document Control; Foreman, Sandi
Subject: RE: 3939 Belt Line Rd., Addison, TX 75001 (Parcel 20R) - AVO 29350

Categories: Green Category

Hi Randy,

Good morning!

The Town of Addison Town Council accepted the counteroffer of \$8,013.00 from PEG Office, LLC recently.

Sandi Foreman, our Title Specialist, will be getting with you to request a copy of the company documents, etc. so she can set up the Right of Way Deed for execution.

Should you have any questions, please let me know.

Thanks!
Gary

Gary Leuba, SR/WA, R/W-NAC
Right of Way Specialist



HALFF ASSOCIATES, INC.
1201 North Bowser Road
Richardson, Texas 75081-2275
Phone (214) 346-6299
Fax (214) 739-0095
www.halff.com



From: Randy Irlbeck [<mailto:rirlbeck@pillarcommercial.com>]
Sent: Tuesday, October 14, 2014 5:13 PM
To: Leuba, Gary
Subject: RE: 3939 Belt Line Rd., Addison, TX 75001 (Parcel 20R) - AVO 29350

Thanks Gary.

I look forward to their response. Please be aware that it is still subject to our Lenders' consent and approval as well.

Randy Irlbeck
Executive Vice President



7920 Belt Line Road, Suite 900 | Dallas, TX 75254
972.437.2444 Office | 972.907.0787 Fax
rirlbeck@pillarcommercial.com
www.pillarcommercial.com

From: Leuba, Gary [<mailto:gLeuba@Half.com>]
Sent: Tuesday, October 14, 2014 4:03 PM
To: Randy Irlbeck
Cc: Right of Way Document Control
Subject: RE: 3939 Belt Line Rd., Addison, TX 75001 (Parcel 20R) - AVO 29350

Hi Mr. Irlbeck,

The counteroffer is received...thank you!

I will work to get it submitted as soon as I can to the Town of Addison for their evaluation process.

Regards,
Gary

Gary Leuba, SR/WA, R/W-NAC
Right of Way Specialist



HALFF ASSOCIATES, INC.
1201 North Bowser Road
Richardson, Texas 75081-2275
Phone (214) 346-6299
Fax (214) 739-0095
www.halff.com



From: Randy Irlbeck [<mailto:rirlbeck@pillarcommercial.com>]
Sent: Tuesday, October 14, 2014 1:13 PM
To: Leuba, Gary
Cc: Right of Way Document Control
Subject: RE: 3939 Belt Line Rd., Addison, TX 75001 (Parcel 20R) - AVO 29350

Gary,
Thank you for following up.

On behalf of the Owner – PEG Office, LLC, we are prepared to make a counter-offer to the Towne of Addison in the amount \$8,013 for the above referenced parcel.

I have attached a copy of the bids detailing our costs to restore the landscaping and lighting that will be affected by the town's taking. This work totals \$6,028 plus the value of the land per your appraisal of \$1,985 totals \$8,013.

Please let us know if you have any questions or need further information.
We look forward to your response.
Best,

Randy Irlbeck
Executive Vice President



7920 Belt Line Road, Suite 900 | Dallas, TX 75254
972.437.2444 Office | 972.907.0787 Fax
rirlbeck@pillarcommercial.com
www.pillarcommercial.com

From: Leuba, Gary [<mailto:gLeuba@Half.com>]
Sent: Thursday, October 09, 2014 2:56 PM
To: Randy Irlbeck
Cc: Right of Way Document Control
Subject: RE: 3939 Belt Line Rd., Addison, TX 75001 (Parcel 20R) - AVO 29350
Importance: High

Hi Mr. Irlbeck,

Good afternoon!

Just wanted to follow-up with you regarding the status of your \$7,500 counteroffer request as discussed Thursday of last week. Can you e-mail your request to me pretty quickly so I can get it submitted to the Town of Addison for their evaluation?

Should you have any questions, please let me know.

Thanks!
Gary

Gary Leuba, SR/WA, R/W-NAC
Right of Way Specialist



HALFF ASSOCIATES, INC.
1201 North Bowser Road
Richardson, Texas 75081-2275
Phone (214) 346-6299
Fax (214) 739-0095
www.halff.com



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) PEG Office, LLC	
	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 type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" 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.) 7920 Belt Line Road, Ste. 900 City, state, and ZIP code Dallas, TX 75254	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	
4 6 - 1 0 6 7 1 5 5	

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 ▶	Date ▶ 4/30/15
------------------	----------------------------	-----------------------

General Instructions

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

Future developments. The IRS has created a page on IRS.gov 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): 20R

Project: Town of Addison / Belt Line Road

Name of Owner: PEG Office LLC, a Delaware limited liability company

Type of Conveyance: Fee Simple

Type of Conveyance: Fee

GF# 14766-13-00757

Effective date: April 14, 2015

SCHEDULE A:

3. Record owner: PEG Office LLC, a Delaware limited liability company

SCHEDULE B:

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

- Exception permitted by Town of Addison

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

- Exception permitted by Town of Addison

10. b.: Rights of parties in possession

- Exception permitted by Town of Addison

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.

- Exception permitted by Town of Addison

10. d.: Any portion of subject property lying within the boundaries of a public or private roadway

- Not inconsistent with project use

10. e.: Any encroachment, encumbrance, violation, variation or adverse circumstance affecting title that would be disclosed by an accurate and complete land survey

- Exception permitted by Town of Addison

10. f.: Variable width Drainage and Utility easement encompassing subject property, shown on

plat in Vol. 78155, pg 1; Vol. 81060, pg 170 and Vol. 84186, pg 137, Map Records

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

10. g.: Memorandum of Lease Agreement, evidencing a Lease with **Sprint Spectrum, L.P.**, as Lessee, in Vol. 96211, pg 3036

- **Secure evidence such lease has been terminated**

10. h.: Unrecorded Communications Site Lease Agreement evidenced in Memorandum of Lease Assignment from **Nextel of Texas, Inc.** to The Chase Manhattan Bank, as Collateral Agent, in Vol. 97176, pg 5858

- **Secure evidence such lease has been terminated**

10. i.: Unrecorded Lease with **Wells Fargo Bank Texas, National Association** (tenant), evidenced in Subordination, Nondisturbance and Attornment Agreement in Clerk's File no. 200600465661

- **Secure evidence such lease has been terminated**

10. j.: All oil, gas, sulphur and other mineral interests, including leasehold and royalty interest, in the above described land.

- Not inconsistent with highway usage

10. k.: Rights of tenants in possession under any unrecorded leases or rental agreements

- Not inconsistent with highway usage

SCHEDULE C:

1. thru 6. Standard title language and requirements

7. Deed of Trust securing payment of a note in unspecified sum, payable to ViewPoint Bank, N. A., in Clerk's no. 201300031787

- **Partial Release of Lien to be obtained for closing**

8. Unrecorded Mezzanine Loan, evidenced by Deed of Trust in Clerk's no. 20130031787, securing payment of note executed by PEG Office Mezz, LLC in principal sum of \$14,717,560.00 payable to HCF Subordinate Debt Holdings, LLC.

- **Partial Release of Lien to be obtained for closing**

9. intentionally deleted

10. Title co. to be provided Certificate of Organization from SOS, and documentation (copy of Regulations) and Resolution showing authority to act and approval of transaction.

11. 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.

A handwritten signature in blue ink that reads "Vickie Gill". The signature is written in a cursive style.

Vickie Gill
Title Assistant

Parcel 20
4/29/15



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 14, 2015

GF No.: 14766-13-00757

Commitment No. 14766-13-00757, issued April 28, 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: State of Texas

- 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:

Fee Simple

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

PEG Office, LLC, a Delaware limited liability company

SCHEDULE A
(Continued)

4. Legal description of land:

PARCEL 20R
October 23, 2013

BEING a 397 square foot tract of land situated in the T.L.. Chenoweth Survey, Abstract Number 273, Town of Addison, Dallas County, Texas, being part of Lot 1, Block 1, BELT LINE/MARSH BUSINESS PARK, an addition to the Town of Addison, Texas, as recorded in Volume 84186, Page 0137, Deed Records, Dallas County, Texas (D.R.D.C.T.), said tract also being part of that tract of land described as "Tract 3" in deed to PEG Office, LLC., as recorded in Instrument Number 201300031784 of the Official Public Records of Dallas County, Texas (O.P.R.D.C.T.), and being more particularly described by metes and bounds on Exhibit A attached hereto and made a part hereof.

PARCEL 20R
0.0091 ACRE (397 SQUARE FOOT)
RIGHT OF WAY
OUT OF
LOT 1, BLOCK 1 OF
BELT LINE - MARSH BUSINESS PARK
TOWN OF ADDISON, DALLAS COUNTY, TEXAS

BEING a 397 square foot tract of land situated in the T.L. Chenoweth Survey, Abstract Number 273, Town of Addison, Dallas County, Texas, being part of Lot 1, Block 1, BELT LINE - MARSH BUSINESS PARK, an addition to the Town of Addison, Texas, as recorded in Volume 84186, Page 0137, Deed Records, Dallas County, Texas (D.R.D.C.T.), said tract also being part of that tract of land described as "Tract 3" in deed to PEG Office, LLC., as recorded in Instrument Number 201300031784 of the Official Public Records of Dallas County, Texas (O.P.R.D.C.T.), and being more particularly described as follows:

BEGINNING at a 1/2-inch found iron rod with "HENNESSE" cap for the most northerly southwest corner of said Lot 1 and the most northerly corner of a corner clip for the intersection of the east right-of-way line of Commercial Drive (a variable width right-of-way) as dedicated by BELT LINE/MARSH BUSINESS PARK, an addition to the Town of Addison recorded in Volume 81060, Page 170, D.R.D.C.T. and the north right-of-way line of Belt Line Road (a variable width right-of-way);

THENCE North 00 degrees 23 minutes 40 seconds West, with said east right-of-way line of Commercial Drive and the west line of said Lot 1, a distance of 20.01 feet to a 1/2-inch set iron rod with yellow cap stamped "HALFF" (hereinafter referred to as "with cap") for corner;

THENCE South 49 degrees 33 minutes 44 seconds East, departing said east right-of-way line of Commercial Drive and said west line of Lot 1, a distance of 39.23 feet to a 1/2-inch set iron rod with cap for corner on said north right-of-way line of Belt Line Road and the south line of said Lot 1, said corner also being on a non-tangent circular curve to the right having a radius of 1,860.00 feet, whose chord bears South 81 degrees 06 minutes 58 seconds West, a distance of 20.01 feet;

THENCE Westerly, with said north right-of-way of Belt Line Road and said south line of Lot 1 and with said curve, through a central angle of 00 degrees 36 minutes 59 seconds, an arc distance of 20.01 feet to a point for the most southerly corner of the aforementioned corner clip from which a 5/8-inch found iron rod bears South 33 degrees West, a distance of 0.3 feet;

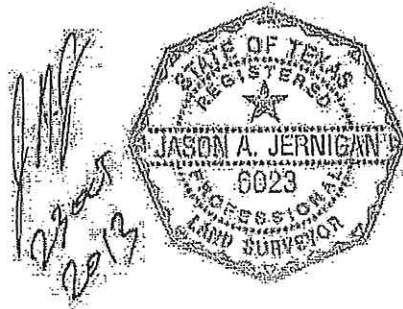
PARCEL 20R
0.0091 ACRE (397 SQUARE FOOT)
RIGHT OF WAY
OUT OF
LOT 1, BLOCK 1 OF
BELT LINE - MARSH BUSINESS PARK
TOWN OF ADDISON, DALLAS COUNTY, TEXAS

THENCE North 49 degrees 24 minutes 29 seconds West, along said corner clip, a distance of 13.11 feet to the POINT OF BEGINNING and containing 0.0091 of an acre (397 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

PEG OFFICE, LLC
INST. NO. 201300031784
(TRACT 5)

ENG OFFICE, LLC
INST. NO. 201300031784
LOT 20, BLOCK 1
OF BELT LINE - MARSH BUSINESS PARK
VOL. 84186, PG. 0137

PEG OFFICE, LLC
INST. NO. 201300031784
(TRACT 3)

LOT 1, BLOCK 1
OF
BELT LINE - MARSH BUSINESS PARK
VOL. 84186, PG. 0137

DRAINAGE & UTILITY EASEMENT
VOL. 78155, PG. 0001
VOL. 81060, PG. 0170

PARCEL 20R
0.0091 AC.
(397 S.F.)

COMMERCIAL DRIVE
(VARIABLE WIDTH RIGHT-OF-WAY)
VOL. 81060, PG. 170

Texas Power & Light Company
VOL. 4632 PG. 395-397
(PART 1)

N00°23'40"W
20.01'

1/2" FIR W/
"HENNESSE" CAP
(CM)

POB

N49°24'29"W
13.11'

5/8" FIR
BEARS S33°W
0.3'

S49°33'44"E
39.23'

PROPOSED
R.O.W. LINE

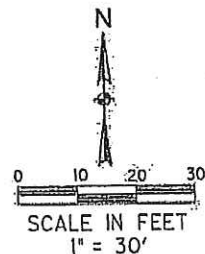
1/2" SIR
W/ CAP

Δ = 00°36'59"(RT)
R = 1,860.00'
T = 10.00'
L = 20.01'
CL = 20.01'
CB = S81°06'58"W

Δ = 09°31'38"(LT)
R = 1,860.00'
T = 155.00'
L = 308.29
CL = 308.93'
CB = N76°02'39"E

1/2" FIR W/
"PIBURN" CAP
BEARS S37°W 0.3'

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



LEGEND

(CM)	CONTROLLING MONUMENT
SIR	SET IRON ROD
W/CAP	WITH YELLOW PLASTIC CAP STAMP "HALFF"
WESMT 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 20R
0.0091 AC. (397 S.F.)
RIGHT-OF-WAY OUT OF
LOT 1, BLOCK 1
OF

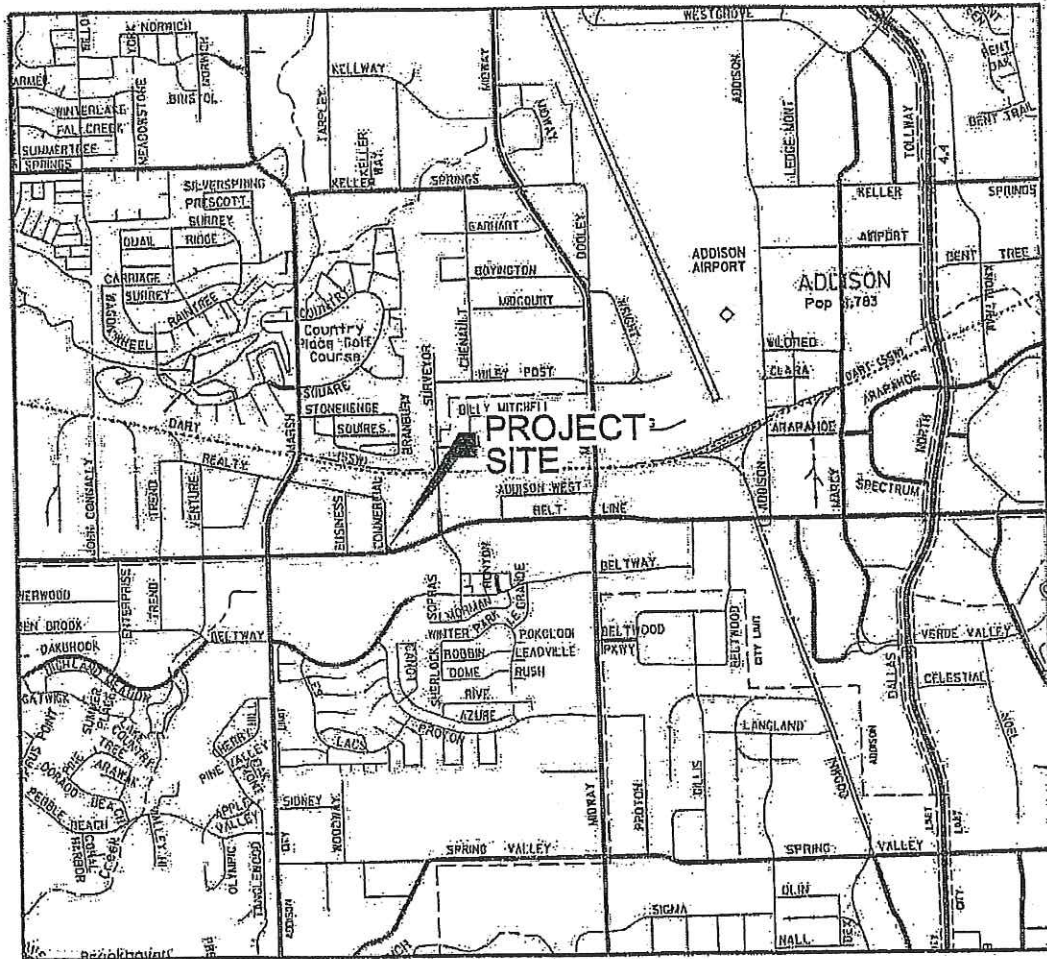
BELT LINE - MARSH BUSINESS PARK
TOWN OF ADDISON,
DALLAS COUNTY, TEXAS

DATE: 10-23-2013 AVO: 29350



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

FRANCIS-1655
 RESUBMISSION OF ADDITIONAL SURVEY EVIDENCE TO THE PUBLIC MONUMENTS FILE
 10/23/2013 3:42:41 PM 443522



LOCATION MAP
NOT TO SCALE

PARCEL 20R
0.0091 AC.(397 S.F.)
RIGHT-OF-WAY OUT OF
LOT 1, BLOCK 1
OF
BELT LINE - MARSH BUSINESS PARK
TOWN OF ADDISON,
DALLAS COUNTY, TEXAS
DATE: 10-23-2013 AVO: 29350



SCHEDULE B

Commitment No.: 14766-13-00757

GF No.: 14766-13-00757

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. Variable Width Drainage and Utility Easement encompassing subject property, as shown on the maps/plats recorded in Volume 78155, Page 1; Volume 81060, Page 170 and Volume 84186, Page 137, Map/Plat Records, Dallas County, Texas.
 - g. Memorandum of Lease Agreement evidencing a Lease dated June 26, 1996, between AGF Addison National, Ltd., as Lessor, and Spring Spectrum, L.P., as Lessee, recorded in Volume 96211, Page 3036, of the Real Property Records of Dallas County, Texas.
 - h. Unrecorded Communications Site Lease Agreement dated March 5, 1997, executed by and between AGF National, Ltd. (Lessor) and Nextel of Texas, Inc. (Lessee) notice of which is given by and being assigned in Memorandum of Lease Assignment from Nextel of Texas, Inc. to The Chase Manhattan Bank as Collateral Agent (the Assignee), recorded in Clerk's No. 97176, Page 5858, Dallas County, Texas.

SCHEDULE B
(Continued)

- i. Unrecorded Lease dated March 30, 1990 granted to Wells Fargo Bank Texas, National Association (Tenant), notice of which is given by Subordination, NonDisturbance and Attornment Agreement recorded in Clerk's No. 200600465661, Dallas County, Texas.
- j. All oil, gas, sulphur and other mineral interests, including, but not limited to, leasehold and royalty interest, in the above described land.
- k. Rights of tenants in possession, as tenants only, under any unrecorded leases or rental agreements.

SCHEDULE C

Commitment No.: 14766-13-00757

GF No.: 14766-13-00757

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. Deed of Trust dated January 31, 2013, recorded in Clerk's No. 201300031787, Dallas County, Texas, executed by PEG Office, LLC, a Delaware limited liability company securing payment of a note in the principal sum of \$_____ (unspecified), and other indebtedness and performance for the benefit of ViewPoint Bank, N.A. as therein provided, and all of the terms, provisions and conditions of said instrument.

SCHEDULE C
(Continued)

8. Unrecorded Mezzanine Loan, notice of which is given by Deed of Trust dated January 31, 2013, recorded in Clerk's No. 20130031787, Dallas County, Texas, executed by PEG Office, LLC, a Delaware limited liability company securing payment of a note executed by PEG Office MEZZ, LLC, a Delaware limited liability company (Grantor's sole member) in the principal sum of \$14,717,560.00, and other indebtedness and performance for the benefit of HCF Subordinate Debt Holdings, LLC, a Delaware limited liability company as therein provided, and all of the terms, provisions and conditions of said instrument.

REQUIREMENT: Must be furnished a Consent to Conveyance/Taking signed by HCF Subordinate Debt Holdings, LLC, to be recorded at closing.

9. INTENTIONALLY DELETED

10. As to current owner/seller, PEG Office, LLC:

Must be furnished the following documentation from the L.L.C:

1. A Certificate of Organization issued by the Secretary of State.
2. Good Standing Certificate from the Comptroller of Public Accounts in Texas or similar official in other states.
3. Documentation, such as a resolution, indicating authority to act.

11. 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 2/1/2013, under Clerk's No. 201300031784 into current owner, PEG Office, LLC;
Deed filed on 12/18/2006, under Clerk's No. 200600465660 into 7920-3939 Belt Line Properties LP (predecessor in title)

NORTH AMERICAN TITLE COMPANY



Authorized Signatory

SCHEDULE D

Commitment No.: 14766-13-00757

GF No.: 14766-13-00757

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 Utle, 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
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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
--------	---------	--------------

*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.: 14766-13-00757

GF No.: 14766-13-00757

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?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none">• Social Security number and income• transaction history and payment history• purchase history and account balances <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>
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

Title insurance insures you against loss resulting from certain risks to your title.

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.

El seguro de título le asegura en relación a pérdidas resultantes de ciertos riesgos que pueden afectar el título de su propiedad.

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.

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 Exclusions. 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 1-800-526-8018 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>FOR INFORMATION, OR TO MAKE A COMPLAINT CALL OUR TOLL-FREE NUMBER</p>	<p>PARA INFORMACION, O PARA SOMETER UNA QUEJA LLAME AL NUMERO GRATIS</p>
<p>1-800-526-8018</p>	<p>1-800-526-8018</p>
<p>ALSO YOU MAY CONTACT THE TEXAS DEPARTMENT OF INSURANCE AT</p>	<p>TAMBIEN PUEDE COMUNICARSE CON EL DEPARTAMENTO DE SEGUROS DE TEXAS AL</p>
<p>1-800-252-3439</p>	<p>1-800-252-3439</p>
<p>to obtain information on:</p> <ol 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>para obtener información sobre:</p> <ol 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>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>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 6226 1751

PEG Office, LLC
Attn: Manuel Ybarra
7920 Belt Line Road, #900
Dallas, TX 75254

**RE: Town of Addison, Belt Line Road Project-Phase I
Parcel 20R Property Address - 3939 Belt Line Road**

Dear Mr. Ybarra:

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 3939 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 \$6,432.00 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) 346-6299 or gleuba@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, appearing to read "Gary Leuba", is written over a faint, larger version of the same signature.

Gary Leuba, SR/WA, R/W-NAC
Right of Way Specialist

ENCLOSURES:

Texas Landowner's Bill of Rights
Appraisal Report(s), effective 1/25/2014
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

Right of Way Document Control

From: Leuba, Gary
Sent: Tuesday, September 02, 2014 8:47 AM
To: mwaldon@pillarcommercial.com
Cc: Right of Way Document Control
Subject: RE: 3939 Belt Line Rd., Addison, TX 75001 (Parcel 20R) - AVO 29350
Attachments: 140815 - PKG - Offer - P 20R (1751).pdf

Importance: High

Hi Mr. Waldon,

Good morning. The Town of Addison, TX 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.

We sent an offer package to Mr. Ybarra's attention regarding Parcel 20R (a 397 sq. ft. corner clip located at the southwest corner of the subject property) on the Belt Line Road Project. However, we have not received the certified mail card back. Therefore, attached is a PDF copy of the offer package for your review.

Should you have any questions, comments or concerns, please feel free to contact me at 214-346-6299.

Thank you!
Gary

Gary Leuba, SR/WA, R/W-NAC
Right of Way Specialist



HALFF ASSOCIATES, INC.
1201 North Bowser Road
Richardson, Texas 75081-2262
Phone (214) 346-6299
Fax (214) 739-0095
www.halff.com

Leuba, Gary

From: Matt Waldon <mwaldon@pillarcommercial.com>
Sent: Tuesday, September 02, 2014 8:56 AM
To: Leuba, Gary
Subject: Read: RE: 3939 Belt Line Rd., Addison, TX 75001 (Parcel 20R) - AVO 29350
Attachments: ATT00001

Importance: High

Your message

To: Matt Waldon
Subject: RE: 3939 Belt Line Rd., Addison, TX 75001 (Parcel 20R) - AVO 29350
Sent: Tuesday, September 02, 2014 8:47:05 AM (UTC-06:00) Central Time (US & Canada)

was read on Tuesday, September 02, 2014 8:56:03 AM (UTC-06:00) Central Time (US & Canada).

NEGOTIATOR'S CERTIFICATE

Owner(s): PEG Office, LLC, a Delaware limited liability company

Parcel No.: 20R

Address: 7920 Belt Line Road, Ste. 900
Dallas, TX 75254

Town of Addison, Belt Line Road Project
Phase I

Negotiated Amount: \$8,013.00

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.



Gary Leuba, Right of Way Specialist

April 30, 2015

Date

