





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 25R Property Address – 4002-4006 Beltline Road**

Dear Mr. Shroyer:

The following documents are enclosed in support of payment in the amount of **\$14,756.00** to **North American Title Company and ARI Forum, LLC.**

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

*OK to fund.  
5.4.15  
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](mailto:vgill@halff.com). Thank you.

Sincerely,

**HALFF ASSOCIATES, INC.**

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

Vickie Gill  
Title Assistant

Enclosures

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

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

**EASEMENT FOR UTILITIES AND SIDEWALK**

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

**DATE:**     March 23, 2015

**GRANTOR:** ARI Forum, LLC, a Delaware limited liability company  
20951 Burbank Blvd., Suite B  
Woodland Hills, CA 91367  
(Los Angeles County)

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

**CONSIDERATION:**

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

**EASEMENT PROPERTY:**

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

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



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

**RESERVATIONS FROM CONVEYANCE:**

Grantor hereby reserves the rights set forth in paragraph 3 below.

**EXCEPTIONS TO CONVEYANCE:**

All valid and subsisting encumbrances, conditions, covenants, restrictions, reservations exceptions, rights of way and easements of record affecting the Easement Property set forth herein, or any part thereof, including buildings, and zoning ordinances; all laws, regulations and restrictions by municipal or other government authority applicable to and enforceable against the Easement Property; and any and all reservation of rights and exceptions set forth elsewhere in this instrument.

**GRANT OF EASEMENT:** Grantor, for the Consideration described above (and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged), and subject to the Reservations from Conveyance and the Exceptions to Conveyance, GRANTS, SELLS, and CONVEYS, for the Easement Purpose to Grantee and Grantee's successors and assigns a non-exclusive easement and right-of-way on, in, over, under, through, and across the Easement Property, together with all and singular the rights and appurtenances thereto in any way belonging (collectively, the "Easement"), TO HAVE AND TO HOLD the Easement to Grantee and Grantee's heirs, successors and assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, successors and assigns to WARRANT AND FOREVER DEFEND the title to the Easement in Grantee and Grantee's heirs, successors and assigns against every person whomsoever lawfully claiming or to claim the Easement or any part of the Easement, except as to the Reservations from Conveyance and the Exceptions to Warranty, by, through and under Grantor, but not otherwise.

**TERMS AND CONDITIONS:**

1. *Character of Easement.* The Easement is non-exclusive and irrevocable. The Easement is for the benefit of Grantee and Grantee's heirs, successors and assigns.
2. *Duration of Easement.* The duration of the Easement is perpetual.



3. *Reservation of Rights.* Grantor hereby reserves for Grantor and Grantor's heirs, successors and assigns the right to use all or part of the Easement Property as long as such use by Grantor and Grantor's heirs, successors and assigns does not materially interfere with the use of the Easement Property by Grantee and Grantee's successors and assigns. In addition, and not by way of limitation, Grantor reserves for itself and its heirs, successors, and assigns the right to keep in place the monument sign and any substitute sign, and shrubbery and landscaping surrounding any such sign, situated on the Easement Property (collectively the "Signage") during the duration of the Easement.

4. *Improvement and Maintenance of Easement Property.* Grantor agrees, for the consideration set forth herein, not to construct or place within the Easement Property any buildings, structures, fences, or other improvements of any nature whatsoever, or any shrubs, trees or other growth of any kind (except for the Signage), or otherwise interfere with the Easement, without the prior written consent of Grantee, which shall not be unreasonably withheld. Except for the Signage, Grantee shall have the right to remove, and keep removed, all or parts of any building, structure, fence, or other improvement, or any shrub, tree, or other growth, of any character that is located within the Easement Property and which may endanger or materially interfere with the construction, efficiency, or convenient and safe operation and maintenance of the Easement or the Facilities described herein or the exercise of Grantee's rights hereunder. Grantee, its heirs, successors and assigns and its officers, employees, contractors, and licensees shall at all times have the right and privilege to access the Easement Property for the Easement Purpose.

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

5. *Equitable Rights of Enforcement.* This Easement may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference and will be obtainable only by the parties or to those benefited by this Easement for Utilities and Sidewalk agreement; provided, however that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law, in equity, or otherwise.

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

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

8. *Waiver of Default.* It is not a waiver of or consent to default if the nondefaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any rights or remedies set forth in this Easement for Utilities and Sidewalk agreement does not preclude pursuit of any other rights or remedies in this Easement for Utilities and Sidewalk agreement or provided by law, in equity, or otherwise.

9. *Integration.* This Easement for Utilities and Sidewalk agreement contains the complete agreement of the parties with respect to the matters set forth herein and cannot be varied except by written agreement of the parties. The parties agree that there are no oral agreements, representations or warranties that are not expressly set forth in this Easement for Utilities and Sidewalk agreement.

10. *Legal Construction.* If any provision of this Easement for Utilities and Sidewalk agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof, and this Easement for Utilities and Sidewalk agreement will be construed as if the unenforceable provision had never been a part of the agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Article and section headings in this Easement for Utilities and Sidewalk agreement are for reference only and are not intended to restrict or define the text of any section. This Easement for Utilities and Sidewalk agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.

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

To Grantor:

ARI Forum, LLC,  
a Delaware limited liability company  
20951 Burbank Blvd., Suite B  
Woodland Hills, CA 91367  
Attn: Alan D. Sher

To Grantee:

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

With copy to:

Howard C. Rubin  
Kessler & Collins, P.C.  
2100 Ross Avenue, Suite 750  
Dallas, Texas 75201



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

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

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

**MISCELLANEOUS:**

When the context requires it, singular nouns and pronouns include the plural. This easement for Utilities and Sidewalk agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument.


**EXECUTED** effective as of the date first written above.

**GRANTOR:**

ARI FORUM, LLC, a Delaware limited liability company

By: ARI North Dallas, LLC, a Delaware limited liability company  
Its Sole Member

By: Adler Realty Investments, Inc., a California corporation  
Its Manager

by: 

Printed name: Michael S. Adler  
Title: President

**GRANTEE:**

Town of Addison, Texas

by:   
Lea Dunn, City Manager



Acknowledgments

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Los Angeles )

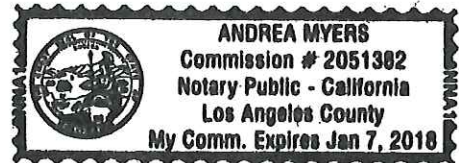
On March 23, 2015, before me, Andrea Myers, Notary Public, personally appeared Michael S. Adler, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature Andrea Myers

(seal)

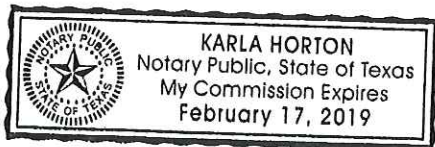


State of Texas,  
County of Dallas:

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

**Consent and Subordination by Lienholder**

The undersigned U. S Bank, National Association, as trustee , in trust for CDO Holders, **RFC CDO 2006-1, Ltd., a company incorporated with limited liability under the laws of the Cayman Islands**(“Lienholder”), whose address is c/o Midland Loan Services, a Division of PNC Bank, National Association 10851 Mastin, Suite 300, Overland Park, KS 66210 as the holder of [a] lien[s] on the Easement Property as evidenced by that certain Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing dated August 9, 2007 (the “Deed of Trust”), consents to the terms of the above grant of Easement for Utilities and Sidewalk (the “Easement”), including the terms and conditions of the grant and all provisions of the Easement, and Lienholder hereby subordinates its lien[s] to the rights and interests of Grantee (and Grantee’s heirs, successors and assigns), so that a foreclosure of the lien[s] (or transfer in lieu of foreclosure, or Lienholder’s succession to the interests of Grantor, its successors and assigns, by other means) will not extinguish the rights and interests of the Grantee, its heirs, successors and assigns. The person signing on behalf of Lienholder hereby represents that the person has authority and is duly authorized to sign this Consent and Subordination by Lienholder on behalf of and to bind Lienholder. Capitalized terms used herein but not defined shall have the meaning ascribed to them in the Easement. Except as expressly subordinated hereby, the Deed of Trust and the liens evidenced and created thereby shall remain in full force and effect.

**LIENHOLDER:**

**U.S. Bank, National Association, as trustee, in trust for CDO Holders, RFC CDO 2006-1, Ltd.**

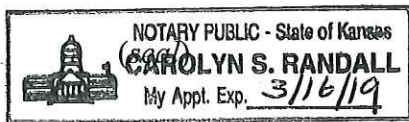
**By: Midland Loan Services, a Division of PNC Bank, N.A.,  
its Master Servicer**

By: [Signature]  
Printed name: David Spotts  
Title: SVP

State of Kansas,  
County of Johnson:

Before me, the undersigned authority, on this day personally appeared David D. Spotts, an SVP and Servicing Officer of Midland Loan Services, a Division of PNC Bank, N.A known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that (s)he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 16<sup>th</sup> day of April, 2015.



Carolyn S Randall  
Notary Public, State of Kansas



# EXHIBIT "A"

PARCEL 25R  
0.0104 AC. (451 SQUARE FOOT)  
RIGHT OF WAY  
OUT OF  
SAC/BELTLINE ADDITION  
TOWN OF ADDISON, DALLAS COUNTY, TEXAS

BEING a 451 square foot tract of land situated in the T.L. Chenoweth Survey, Abstract Number 273, Town of Addison, Dallas County, Texas, being part of SAC/BELTLINE ADDITION, an addition to the Town of Addison, Texas, as recorded in Volume 84013, Page 3322, Deed Records, Dallas County, Texas (D.R.D.C.T.), said tract also being part of that tract of land described in deed to Ari Forum LLC, as recorded in Instrument Number 20070287673, of the Official Records of Dallas County, Texas, and being more particularly described as follows:

BEGINNING at the northeast corner of said SAC/BELTLINE ADDITION at the intersection of the west right-of-way line of Surveyor's Boulevard (a variable width right-of-way) and the south right-of-way line of Belt Line Road (a variable width right-of-way) from which a found "X" cut in concrete bears North 66 degrees East 1.5 feet;

THENCE South 24 degrees 55 minutes 09 seconds East, with the common west right-of-way line of said Surveyor's Boulevard and the east line of said SAC/BELTLINE ADDITION, a distance of 30.00 feet to a 1/2-inch set iron rod with a yellow plastic cap stamped "HALFF" (hereinafter referred to as "with cap") for corner;

THENCE North 70 degrees 35 minutes 40 seconds West, departing said west right-of-way line of Surveyor's Boulevard and said east line of SAC/BELTLINE ADDITION, a distance of 41.92 feet to a 1/2-inch set iron rod with cap for corner on said south right-of-way line of Belt Line Road and the north line of said SAC/BELTLINE ADDITION, said corner being on a non-tangent circular curve to the right having a radius of 1,860.00 feet, whose chord bears North 63 degrees 43 minutes 48 seconds East, a distance of 30.00 feet;

THENCE Northeasterly, along said south right-of-way line of Belt Line Road and said north line of SAC/BELTLINE ADDITION and along said curve, through a central angle of 00 degrees 55 minutes 27 seconds, an arc distance of 30.00 feet to the POINT OF BEGINNING and containing 0.0104 of an acre (451 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.

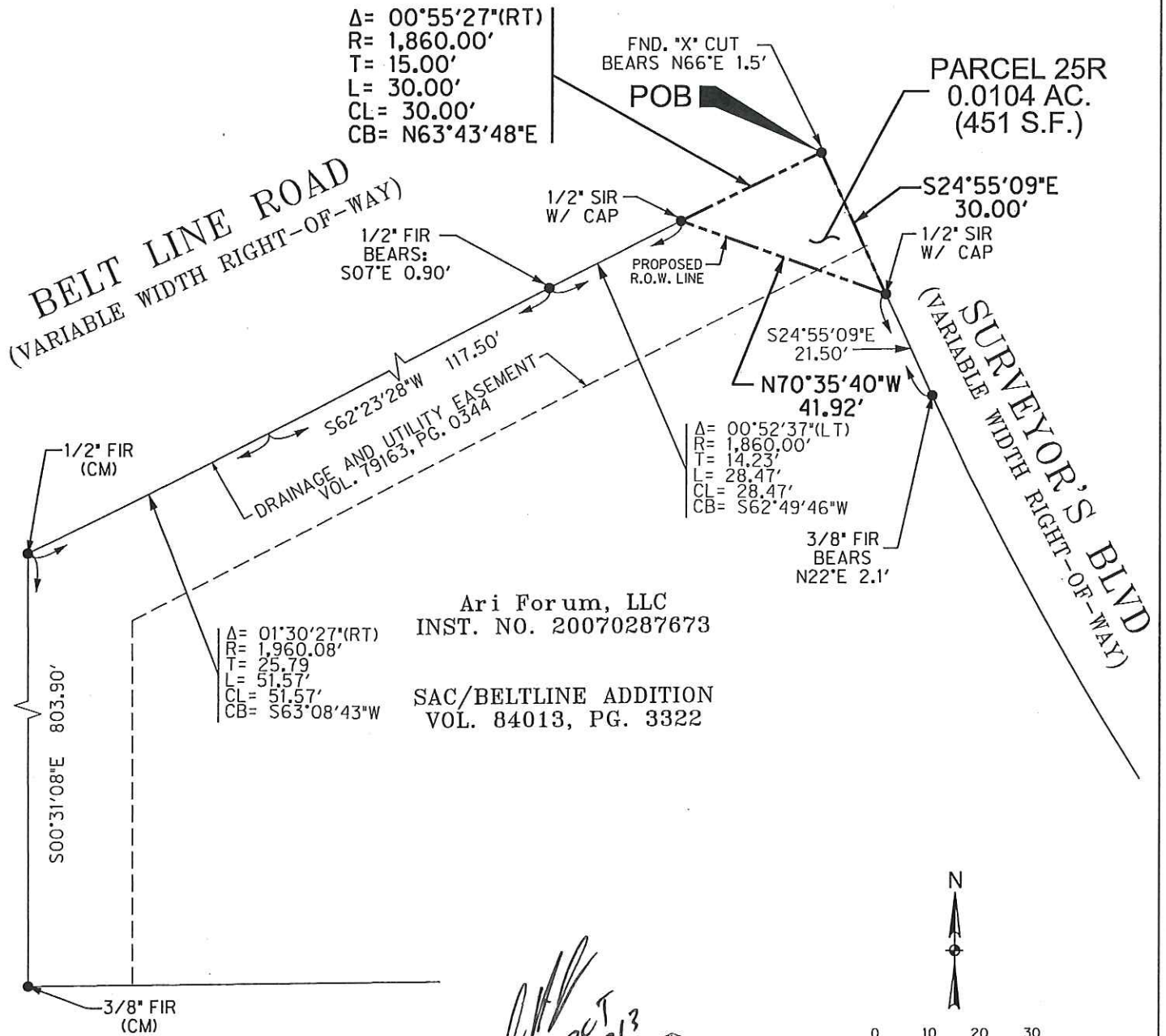
*JAH*  
23 OCT  
2013





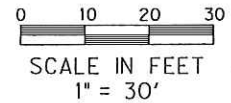
# EXHIBIT "A"

T.L. CHENOWETH SURVEY, ABSTRACT NUMBER 273



Ari Forum, LLC  
INST. NO. 20070287673

SAC/BELTLINE ADDITION  
VOL. 84013, PG. 3322



**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**

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.

*Handwritten signature and date:*  
23 OCT 2013

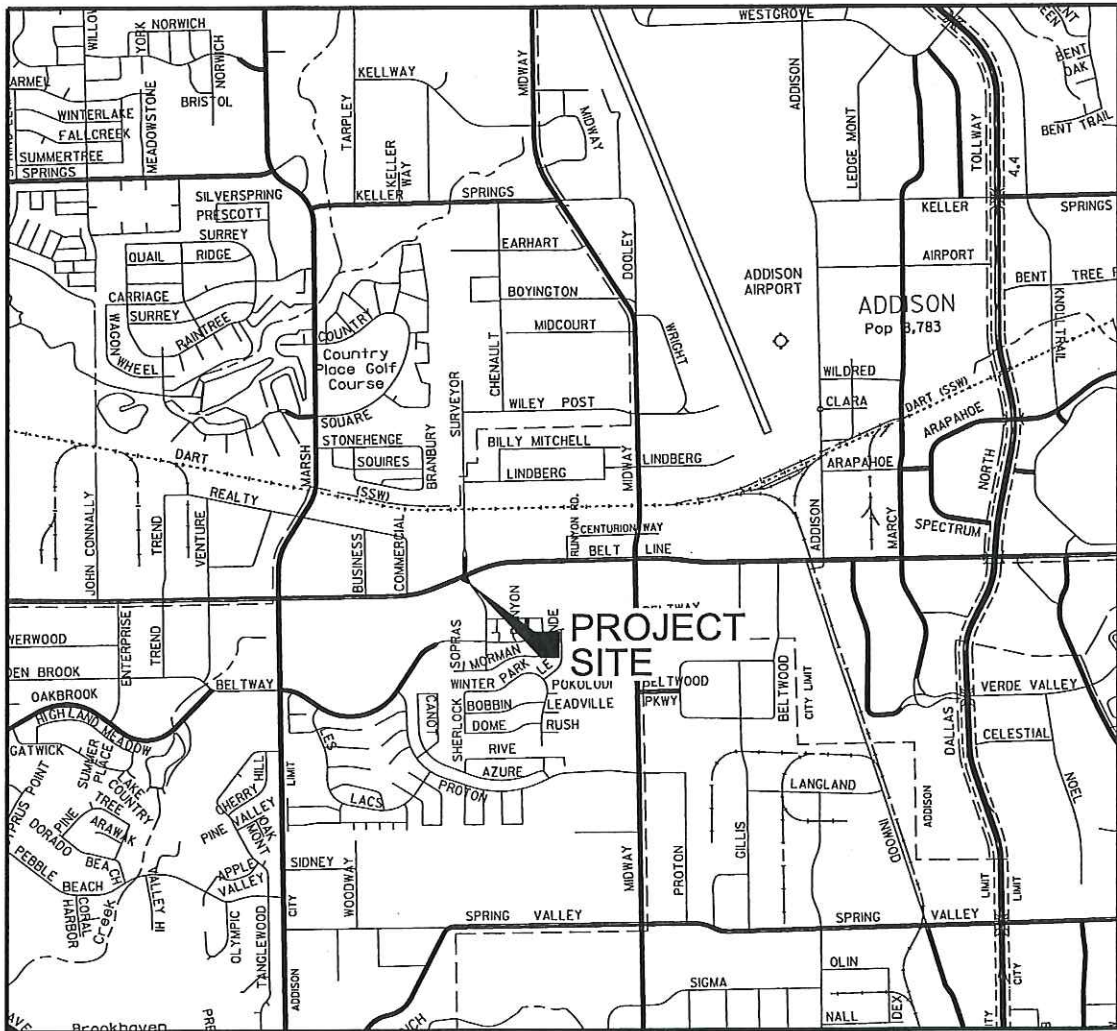


**PARCEL 25R**  
0.0104 AC (451 S.F.)  
RIGHT-OF-WAY OUT OF  
SAC/BELTLINE ADDITION  
TOWN OF ADDISON,  
DALLAS COUNTY, TEXAS

DATE: 10-23-2013 AVO: 29350



# EXHIBIT "A"



**LOCATION MAP**  
NOT TO SCALE

**PARCEL 25R**

0.0104 AC (451 S.F.)  
RIGHT-OF-WAY OUT OF  
SAC/BELTLINE ADDITION  
TOWN OF ADDISON,  
DALLAS COUNTY, TEXAS

DATE: 10-23-2013 AVO: 29350





**TOWN OF ADDISON  
SALES AGREEMENT**

**STATE OF TEXAS**

**KNOW ALL PERSONS BY THESE PRESENTS**

**COUNTY OF DALLAS**

That **ARI FORUM, 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 convey an Easement for Utilities to **THE TOWN OF ADDISON, TEXAS**, 5300 Belt Line Road, Dallas, TX 75254, hereinafter referred to as "Town", on all that certain tract or parcel of land more fully described in field notes and plats marked **EXHIBIT "A"**, attached hereto and made a part hereof for all purposes (the "Property"), upon the following terms and conditions, to-wit:

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

• FEE SIMPLE PARCEL ACQUIRED	\$ n/a
• EASEMENT FOR UTILITIES	\$ 14,756.00
• "COST TO CURE" DAMAGES	<u>\$ 0.00</u>
• TOTAL CONSIDERATION/ALL CASH AT CLOSING:	<b>\$ 14,756.00</b>
  
2. Seller shall deliver good and indefeasible title.
  
3. Town, at Town's expense, will obtain a Title Insurance Policy from North American Title Company, Fort Worth, Texas. Any Seller or Title Company requested exception to Title Insurance must be approved by the Town Attorney.
  
4. Seller reserves all of the oil, gas and sulphur in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling for same.
  
5. Consideration to be paid upon the proper execution and delivery of the Easement for Utilities and Sidewalk at closing of said purchase.



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


EXECUTED this the 23 day of March, 2015.

**SELLER:**

**ARI FORUM, LLC**  
a Delaware limited liability company

By: ARI North Dallas, LLC,  
a Delaware limited liability company  
Its Sole Member

By: Adler Realty Investments, Inc.  
a California corporation  
Its Manager

By:   
\_\_\_\_\_  
Michael S. Adler, President

# EXHIBIT "A"

PARCEL 25R  
0.0104 AC. (451 SQUARE FOOT)  
RIGHT OF WAY  
OUT OF  
SAC/BELTLINE ADDITION  
TOWN OF ADDISON, DALLAS COUNTY, TEXAS

BEING a 451 square foot tract of land situated in the T.L. Chenoweth Survey, Abstract Number 273, Town of Addison, Dallas County, Texas, being part of SAC/BELTLINE ADDITION, an addition to the Town of Addison, Texas, as recorded in Volume 84013, Page 3322, Deed Records, Dallas County, Texas (D.R.D.C.T.), said tract also being part of that tract of land described in deed to Ari Forum LLC, as recorded in Instrument Number 20070287673, of the Official Records of Dallas County, Texas, and being more particularly described as follows:

BEGINNING at the northeast corner of said SAC/BELTLINE ADDITION at the intersection of the west right-of-way line of Surveyor's Boulevard (a variable width right-of-way) and the south right-of-way line of Belt Line Road (a variable width right-of-way) from which a found "X" cut in concrete bears North 66 degrees East 1.5 feet;

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## NOTES:

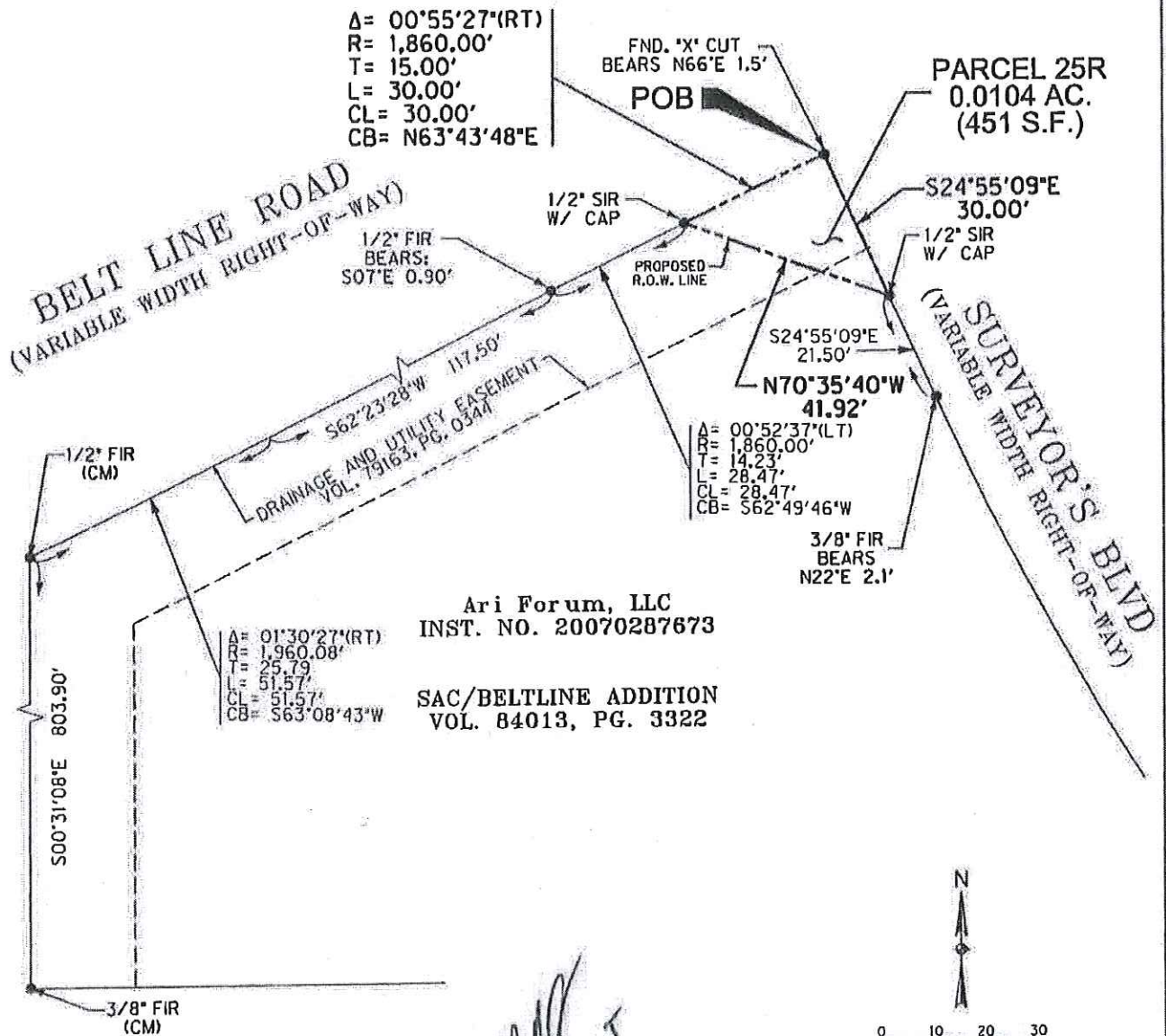
The basis of bearing is the Town of Addison Survey Control Network (December 2007 update) based on Monument Numbers COA-3, COA-4, COA-5, COA-10, & COA-11. All distance are surface distances using the TXDOT Dallas County Scale Factor 1.000136506.

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





T.L. CHENOWETH SURVEY, ABSTRACT NUMBER 273



Ari Forum, LLC  
INST. NO. 20070287673  
SAC/BELTLINE ADDITION  
VOL. 84013, PG. 3322

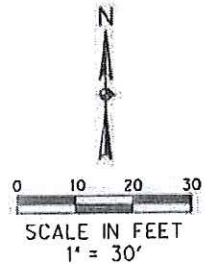
LEGEND

(CM)	CONTROLLING MONUMENT
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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 mets & bounds description of even date accompanies this survey exhibit.
- This survey was prepared without the benefit of a title commitment. Easements may exist where none are shown.

*Handwritten:* PAR 23 OCT 2013

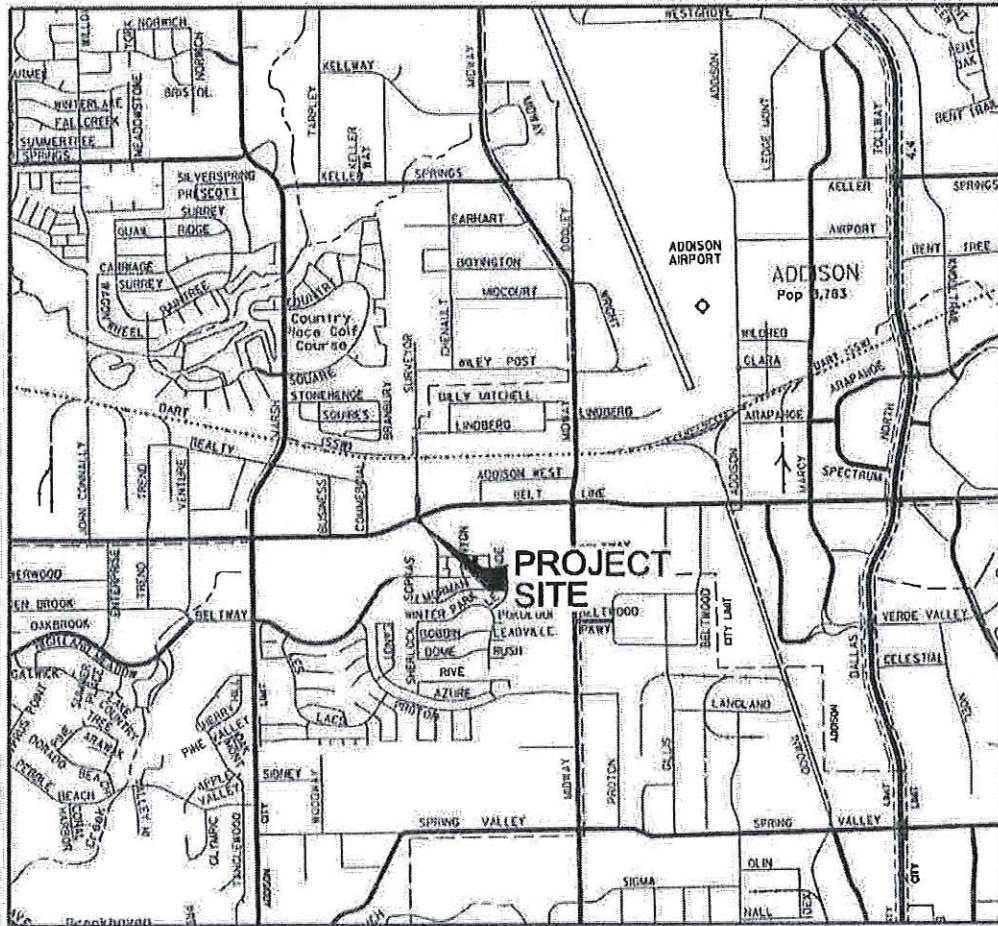


**PARCEL 25R**  
0.0104 AC (451 S.F.)  
RIGHT-OF-WAY OUT OF  
SAC/BELTLINE ADDITION  
TOWN OF ADDISON,  
DALLAS COUNTY, TEXAS  
DATE: 10-23-2013 AVO: 29350



10/24/2013 3:45:48 PM 29352 JALFF R:\2010\10\23\2013\Survey Exhibit\VENA-PARCEL 25R-03550.dwg





**LOCATION MAP**  
NOT TO SCALE

**PARCEL 25R**

0.0104 AC (451 S.F.)  
RIGHT-OF-WAY OUT OF  
SAC/BELTLINE ADDITION  
TOWN OF ADDISON,  
DALLAS COUNTY, TEXAS

DATE: 10-23-2013 AVO: 29350





August 27, 2014

Half Associates, Inc.  
Attention: John Howell  
1201 North Bowser Road  
Richardson, TX 75081-2275

*Counteroffer  
was  
rejected*

**RE: Town of Addison, Belt Line Road Project – Phase I  
Parcel 25R Property Address – 4002-4006 Belt Line Road**

Dear Mr. Howell:

We are in receipt of your letter dated August 15, 2014 with regard to the offer from the Town of Addison to acquire a fee simple portion of the above referenced property to accommodate the planned public improvements.

The 451 square foot area of land that the Town of Addison desires to acquire is on a hard signalized corner and is currently improved with the building monument sign, lighting for the sign, landscaping and irrigation for the landscaping. The loss of this location for the building monument sign that will have to be replaced in an area off of the hard signalized corner, making it visible from Belt Line Road only and not Surveyor Boulevard, as it is currently situated, requires a larger sign to replace it to compensate for the inferior location.

While we are prepared to accept the offer in the amount of \$8,863 for the fee simple acquisition of the land, the Cost to Cure offer in the amount of \$5,893 is unacceptable.

Attached hereto, please find:

- The proposal from Brown Graphics Inc for the installation of new signage in the amount of \$21,328.50.
- The proposal from Curruthers Landscape Management, Inc. for the remediation of the landscaping in the amount of \$7,165.79.

Our property management company, Bradford Management, will oversee the sign and landscaping work and will charge us a 5% construction management fee in the amount of \$1,420.21.

The total Cost to Cure is \$29,824.49. We respectfully request total compensation in the amount of \$38,687.49 for the fee simple interest in the land, inclusive of the Cost to Cure.

Sincerely:

A handwritten signature in blue ink, appearing to read "Alan D. Sher", is written over a horizontal line.

Alan D. Sher  
Executive Vice President  
Adler Realty Investments, Inc.





**browngraphicsinc.**  
ARCHITECTURAL SIGNAGE DESIGN & FABRICATION

Shannon Rossi, RPA®, Property Administrator Bradford Management Company, Inc. 200 E. Bethany Drive Allen, TX 75002	office 972.390.6618 fax 972.390.6499  email srossi@bradford.com	<b>proposal</b>  February 27, 2014
---	--	--

RE: 4002 Beltline Road new monument pricing Rev August 22, 25, 2014

**DESCRIPTION:**

Fabrication and installation for a multi-tenant monument sign located at 4002 Belt Line.

Design Option 2.2 - All aluminum structure, with Push thru letters for building name, building address and tenant name panels are transwhite acrylic with vinyl copy. All **internally lighted** \$ 19,103.00

Installation includes concrete base and pole for windload.

Engineers sealed windload calculation drawing ( if required, to be verified ) 300.00

Permit 300.00

For Internallt lit monument with LEDs, owner to provide dedicated 20amp 120 v circuit to site and control device such as photocel or timer.

Please allow 5-7 weeks for completion after receiving all approvals and deposit.

Brown Graphics is certified by the State of Texas as an HUB Minority Vendor.

● SHOP DRAWING(S) WILL BE SUBMITTED FOR APPROVAL PRIOR TO FABRICATION AFTER RECEIVING SIGNED ACCEPTANCE AND DEPOSIT. IF ORDER IS CANCELLED AFTER DRAWINGS ARE SUBMITTED CHARGES WILL INCUR.	SUB TOTAL \$ 19,703.00
	shipping
	TAX 8.25% 1,625.50
	TOTAL \$ 21,328.50

Please call if you have any questions or need additional information. Thank you

**TERMS:** A DEPOSIT OF 50% IS REQUIRED ON ALL ORDERS WITH BALANCE DUE AT TIME OF INSTALLATION. ALL SIGNS REMAIN THE PROPERTY OF BROWN GRAPHICS UNTIL ALL PAYMENTS HAVE BEEN MADE. LATE PAYMENTS WILL VOID ALL WARRANTIES.  
quote valid for 30 days

Steve Brown \_\_\_\_\_ date \_\_\_\_\_  
  
11404 Chairman Drive  
Dallas, Texas 75243  
214.553 9988 fax 553 9989  
email: steve@browngraphics.com  
www.browngraphics.com

Authorized by \_\_\_\_\_  
Printed name & title \_\_\_\_\_  
Company name to be invoiced \_\_\_\_\_  
Address \_\_\_\_\_  
ph# \_\_\_\_\_ email \_\_\_\_\_  
Date \_\_\_\_\_ po# \_\_\_\_\_



# Carruthers Landscape Management, Inc.

## Proposal

February 25, 2014

Submitted To: Forum At Beltline/Bradford  
4002 Beltline  
Addison, TX 75001

Project: Forum At Beltline/Bradford  
4002 Beltline  
Addison, TX 75001

We propose to furnish all labor and materials to complete the above mentioned project:

Sign landscaping

### Sign Landscaping

Description	Unit	Quantity	Unit Price	Price
Agave, Blue Moon	5 Gal.	6.00	\$75.41	\$452.45
Rose, Drift Red	3 Gal.	20.00	\$50.01	\$1,000.15
Labor General	HR	12.00	\$25.00	\$300.00
Boulders Moss - 3'-3'	Ton	3.00	\$165.46	\$496.37
Gravel - Cinimon River Rock Small 2" Depth	Sq.ft.	200.00	\$3.97	\$794.64
Edging , Steel (10 Ga.)	Ln.ft.	30.00	\$4.21	\$126.41
				<u>\$3,170.02</u>

### Beltline existing

Description	Unit	Quantity	Unit Price	Price
Remove existing Dwf. Buford Hollies	Each	60.00	\$12.27	\$736.37
Grass, Maiden Adagio	3 Gal.	13.00	\$33.84	\$439.97
Tree Removal 0008	Each	1.00	\$327.00	\$327.00
Boulders Moss - 3'-3'	Ton	6.00	\$165.46	\$992.74
Gravel - Cinimon River Rock Small 2" Depth	Sq.ft.	240.00	\$3.97	\$953.57
				<u>\$3,449.65</u>

Terms & Conditions Sales tax not included

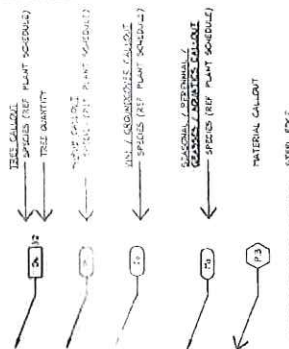
By: \_\_\_\_\_  
Carruthers Landscape Management, Inc. Date

Accepted: \_\_\_\_\_  
Forum At Beltline/Bradford Date

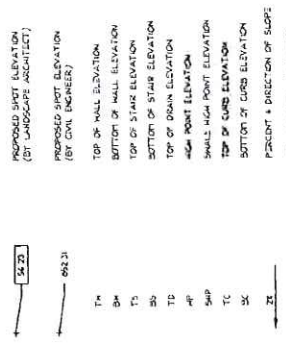




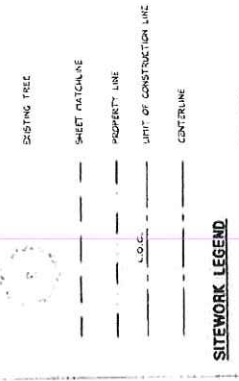
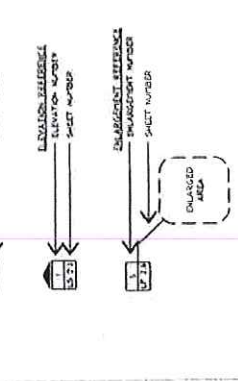
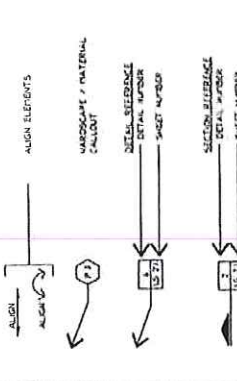
**PLANTING LEGEND**



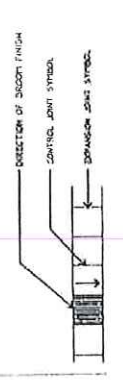
**GRADING LEGEND**



**GENERAL LEGEND**



**SITENETWORK LEGEND**



**GENERAL LANDSCAPE NOTES:**

- 1) THE CONTRACTOR SHALL BE FAMILIAR WITH EXISTING SITE CONDITIONS AND UNDERGROUND UTILITIES, SHALL PRESERVE AND PROTECT ALL EXISTING UTILITIES, SHALL PRESERVE AND PROTECT ALL EXISTING STRUCTURES. THE CONTRACTOR SHALL TAKE SOLE RESPONSIBILITY FOR ANY COST INCURRED DUE TO DAMAGE TO EXISTING UTILITIES OR STRUCTURES. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.
- 2) THE CONTRACTOR SHALL LOCATE AND VERIFY THE LOCATION OF UTILITIES PRIOR TO ANY EXCAVATION. UTILITIES SHALL BE DEEPENED IN EXCAVATING AND ADDRESS HIGH EXISTING UTILITIES. THE CONTRACTOR SHALL, AND DO NOTHING TO BE RESPONSIBLE FOR DAMAGE TO EXISTING UTILITIES OR STRUCTURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.
- 3) ALL EXCAVATION SHALL BE PROTECTED BY SHIELDING TO THE SATISFACTION OF THE LANDSCAPE ARCHITECT.
- 4) ALL EXCAVATION SHALL BE PROTECTED BY SHIELDING TO THE SATISFACTION OF THE LANDSCAPE ARCHITECT.
- 5) THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL CONSTRUCTION AND SUBCONTRACTORS TO ACCORDANCE AND SCOPE OF WORK. THE CONTRACTOR SHALL COORDINATE WITH OTHER TRADES WORKING ON THE SITE AND MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES.
- 6) THE CONTRACTOR SHALL NOTIFY THE OWNER AND LANDSCAPE ARCHITECT 48 HOURS PRIOR TO THE COMMENCEMENT OF WORK TO COORDINATE PROJECT INSPECTION SCHEDULES.
- 7) THE CONTRACTOR SHALL BE RESPONSIBLE FOR FIELD VERIFICATION OF EXISTING CONDITIONS, AND SHALL PROVIDE FIELD MEASUREMENTS PRIOR TO FABRICATION AND/OR REPAIR OF ANY MATERIAL. THE CONTRACTOR SHALL CONTACT THE LANDSCAPE ARCHITECT SHOULD EXISTING CONDITIONS BE DIFFERENT FROM THE DESIGN DRAWINGS FOR THIS PROJECT. ALL COMMENTS ARISING DUE TO LACK OF COORDINATION SHALL BE THE RESPONSIBILITY AND BURDEN OF THE CONTRACTOR.
- 8) ANY REQUIRED CHANGES TO THE DRAWINGS RESULTING FROM THE ACCEPTANCE OF THE CONTRACTOR'S ALTERATIONS AND/OR SUBSTITUTIONS ARE THE RESPONSIBILITY OF THE CONTRACTOR AND SHALL BE SUBMITTED TO THE LANDSCAPE ARCHITECT AND THE OWNER FOR APPROVAL.
- 9) THE CONTRACTOR SHALL COORDINATE THE STORAGE OF MATERIALS, PARKING OF VEHICLES AND RESTRICTIONS OF WORK AND ACCESS WITH THE OWNER. UNDER NO CIRCUMSTANCES SHALL ANY CONTRACTOR STORE MATERIALS OR PARK VEHICLES UNDER THE CANOPY OF EXISTING TREES.
- 10) THE CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS, ORDINANCES AND REGULATIONS. REQUIRED PERMITS SHALL BE OBTAINED BY THE CONTRACTOR.
- 11) THE CONTRACTOR SHALL PROVIDE UNIT PRICES SHALL BE THE QUANTITIES SHOWN WITH THE DIMENSIONS. FIELD CONDITIONS MAY VARY FROM ACTUAL LOCATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE QUANTITIES AND DIMENSIONS OF ALL MATERIALS AND SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS. UNIT PRICES AND QUANTITIES SHALL BE SUBJECT TO APPROVAL OF THE OWNER AND THE LANDSCAPE ARCHITECT IN THE EVENT OF A CHANGE ORDER.
- 12) UNIT PRICES SHALL NOT ONLY INCLUDE THE COST OF THE ITEM BUT ALSO ALL LABOR, EQUIPMENT, AND OTHER MATERIALS (I.E. BAGGILLING, PUMP, STEEL BOLTING, ETC.) ASSOCIATED WITH AND NECESSARY TO DELIVER THE ITEM COMPLETE AS DESCRIBED IN THE DRAWINGS AND SPECIFICATIONS.
- 13) THE CONTRACTOR SHALL PROVIDE ALL LABOR MATERIALS AND SUPERVISION NECESSARY TO ACCOMPLISH THE WORK AS SHOWN AND NOTED ON THE DRAWINGS, UNLESS OTHERWISE NOTED.
- 14) THE CONTRACTOR AND SUBCONTRACTORS ARE RESPONSIBLE FOR REMOVAL OF TRASH AND REPAIR OF UNDESIRABLE CONDITIONS (I.E. TILLS, OPEN HOLES, ETC.) ON A DAILY BASIS BY END OF WORK DAY.
- 15) THE COMPLETION OF CONSTRUCTION AND PRIOR TO FINAL APPROVAL, THE CONTRACTOR SHALL THOROUGHLY CLEAN UP THE PROJECT SITE OF ALL TRASH, SCRAP, DEBRIS, EXCESS MATERIAL, ETC. REMAIN ALL CONTACT TO FINISH GRADE INCLUDING TAILINGS FROM EXCAVATIONS, WHICH MUST BE ANY SETTING OR BOUND OCCURRING PRIOR TO COMPLETION.

**60% REVIEW SET**

DATE: 01/15/2013  
TIME: 10:00 AM

**T B G**

FIRM REGISTRATION NUMBER: 312

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**TOWN OF ADDISON**  
DALLAS COUNTY, TEXAS

BELT LINE ROAD  
UNDERGROUND ELECTRICAL

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**LANDSCAPE**  
**GENERAL NOTES & LEGEND**

PROJECT NUMBER	REVISION	DATE	FILE
012373	01	01/15/2013	2013010001

SHEET 16 OF 249



ITEM	DESCRIPTION	QUANTITY	UNIT	CONTACT	REMARKS
<b>CONCRETE</b>					
1	STANDARD CONCRETE			NA	CONTRACTOR TO PROVIDE SCHEDULE UP APPROVAL OF ALL MIXTURES AND CHECKS FOR APPROVAL.
<b>LIGHTING</b>					
1	3" x 4" x 8" STEEL BEAM			CONTRACTOR TO VERIFY WITH APPROVED DESIGN	
2	1/2" x 1/2" STEEL BEAM			OR APPROVED EQUAL	
<b>LIGHTING</b>					
1	PROVIDE DRIVE OVER 1" HOLLOW 2" DIA			CONTRACTOR TO VERIFY WITH APPROVED DESIGN	
2	1" DIA. SCALE BEHOLD			CONTRACTOR TO VERIFY WITH APPROVED DESIGN	
3	1" DIA. SCALE BEHOLD			CONTRACTOR TO VERIFY WITH APPROVED DESIGN	
4	1" DIA. SCALE BEHOLD			CONTRACTOR TO VERIFY WITH APPROVED DESIGN	
<b>PAVERS</b>					
1	4" AGG. BRICK - CURB BEVEL			CONTRACTOR TO VERIFY WITH APPROVED DESIGN	
2	4" AGG. BRICK - CURB BEVEL			CONTRACTOR TO VERIFY WITH APPROVED DESIGN	
<b>METAL</b>					
1	1/2" STEEL TUBING (4" DIA. ELEVATOR)			OR APPROVED EQUAL	
2	1/2" STEEL TUBING (4" DIA. ELEVATOR)			OR APPROVED EQUAL	
<b>SITE FURNISHINGS</b>					
1	1" DIA. STEEL TUBING (4" DIA. ELEVATOR)			OR APPROVED EQUAL	
2	1" DIA. STEEL TUBING (4" DIA. ELEVATOR)			OR APPROVED EQUAL	
3	1" DIA. STEEL TUBING (4" DIA. ELEVATOR)			OR APPROVED EQUAL	
4	1" DIA. STEEL TUBING (4" DIA. ELEVATOR)			OR APPROVED EQUAL	
5	1" DIA. STEEL TUBING (4" DIA. ELEVATOR)			OR APPROVED EQUAL	
6	1" DIA. STEEL TUBING (4" DIA. ELEVATOR)			OR APPROVED EQUAL	
7	1" DIA. STEEL TUBING (4" DIA. ELEVATOR)			OR APPROVED EQUAL	
8	1" DIA. STEEL TUBING (4" DIA. ELEVATOR)			OR APPROVED EQUAL	
9	1" DIA. STEEL TUBING (4" DIA. ELEVATOR)			OR APPROVED EQUAL	
<b>STONE AND GRAVEL</b>					
1	DISCREET GRANITE			SEE DETAIL W.P. 3.02	
<b>WALLS</b>					
1	3" WALL WITH STONE VENEER (NOT SPANNING)			SEE DETAIL W.P. 3.02	
2	3" WALL WITH STONE VENEER (NOT SPANNING)			SEE DETAIL W.P. 3.02	
3	3" WALL WITH STONE VENEER (NOT SPANNING)			SEE DETAIL W.P. 3.02	
4	3" WALL WITH STONE VENEER (NOT SPANNING)			SEE DETAIL W.P. 3.02	
5	3" WALL WITH STONE VENEER (NOT SPANNING)			SEE DETAIL W.P. 3.02	

ITEM	DESCRIPTION	QUANTITY	UNIT	CONTACT	REMARKS
<b>PLANT LIST</b>					
1	SHRUBS, ORNAMENTAL TREES				
2	SHRUBS, ORNAMENTAL TREES				
3	SHRUBS, ORNAMENTAL TREES				
4	SHRUBS, ORNAMENTAL TREES				
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99	SHRUBS, ORNAMENTAL TREES				
100	SHRUBS, ORNAMENTAL TREES				

60% REVIEW SET

DATE: 11/15/11

PROJECT: 20330 31030

TOWN OF ADDISON

BELT LINE ROAD

UNDERGROUND ELECTRICAL

MATERIAL & PLANT SCHEDULE

PROJECT: 20330 31030

DATE: 11/15/11

FILE: 20330 31030 01

SHEET: 165 OF 249

**Request for Taxpayer  
 Identification Number and Certification**

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

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**ARI Forum, LLC**

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:  
 Individual/sole proprietor or single-member LLC  
 C Corporation  
 S Corporation  
 Partnership  
 Trust/estate  
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) **P**  
 Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.  
 Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  
 Exempt payee code (if any) \_\_\_\_\_  
 Exemption from FATCA reporting code (if any) \_\_\_\_\_  
*(Applies to accounts maintained outside the U.S.)*

5 Address (number, street, and apt. or suite no.)  
**21031 Warner Center Lane, Suite C**

6 City, state, and ZIP code  
**Woodland Hills, CA 91367**

7 List account number(s) here (optional)

Requester's name and address (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally 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.

Social security number

			-				
--	--	--	---	--	--	--	--

or  
 Employer identification number

2	6	-	0	5	5	3	4	8	6
---	---	---	---	---	---	---	---	---	---

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

**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 ▶ *[Signature]* Senior Controller Date ▶ *4/29/15*

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.  
**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- 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
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.





## Analysis of Preliminary Title Commitment and Proposed Curative

**Parcel No. (and parts):** 25

**Project:** Town of Addison / Belt Line Road

**Name of Owner:** ARI Forum, LLC, a Delaware limited liability company

**Type of Conveyance:** Utility Easement

**Type of Conveyance:** Fee

GF# 14766-13-00760

Effective date: March 5, 2015

### **SCHEDULE A:**

3. Record owner: ARI Forum, LLC, a Delaware limited liability company

### **SCHEDULE B:**

1. Restrictive Covenants in Vol. 84013, pg 3322 (Plat Records) [Note: general as to no buildings, fences, trees, etc. upon utility easements; right of access to public utilities, fire lane easement open to public, fire and police units, garbage and rubbish collection;]

- Not inconsistent with project usage

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.: Right 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 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

- Not inconsistent with project use

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

- Exception permitted by Town of Addison

10. f.: 80 ft. Building Lines along North property line (Belt Line Road) and East property line (Surveyor Blvd) as shown on Plat in Vol. 84013, pg 3322, Map Records
- Exception permitted by Town of Addison
10. g.: Drainage and Utility easement and right of way to City of Addison in Vol. 79163, pg 343, shown along the north property line (Belt Line Road) on Plat in Vol. 84013, pg 3322, Map Records.
- To be handled by the Town's design and construction plans and the by the utility accommodation plans
10. h.: Rights of tenants in possession, as tenants only, under any unrecorded leases or rental agreements.
- Not inconsistent with project usage
10. i.: Title company notes it is prohibited from insuring the area or quantity of the land described herein.
- Not inconsistent with project usage

### **SCHEDULE C:**

1. thru 6. Standard title language and requirements

7. Deed of trust securing note in sum of \$17,200,000.00 payable to CBRE Realty Finance Holdings IV, LLC, recorded in Clerk's File no. 20070287674; with Assignment of Leases and Rents in Clerk's File no. 20070287675; with UCC Financing Statement in Clerk's File no. 20070287676, amended in 201200121223, 201200148411 and 201200332900; with Assignment of Deed of Trust, Assignment of Rents and Leases, to RFC CDO 2006-1, Ltd. in Clerk's File no. 201200345944; with Assignment of Assignment of Leases and Rents to RFC CDO 2006-1, Ltd. in Clerk's File No. 201200345945

- **Secure Subordination Agreement from lender**

8. Affidavit Claiming Lien by Property Paving, Inc. against ARI Forum LLC, in Clerk's File no. 201300150139

- **Secure Subordination Agreement from Claimant (or Release of the Mechanic's Lien)**

9. UCC Financing Statement from BDF Holdings, LP to National Default Exchange Holdings, LP in Clerk's File no. 201300214789 *UCC Statement Attached*

- **Request to be an Exception to Policy (this applies to fixtures of a tenant/former tenant – no effect on the real property)**

10. UCC Financing Statement from Barrett Daffin Frappier Turner and Engel, LLP to National Default Exchange Holdings, LP, in Clerk's File no. 201300214801 *UCC Statement Attached*

- **Request to be an Exception to Policy (this applies to fixtures of a tenant/former tenant – no effect on the real property)**



11, Title co. to be provided a Certificate of Formation from Secretary of State, a Good Standing Certificate from Comptroller, the Regulations of the LLC and a Company Resolution (approving transaction and naming who has authority to act)

12. Title co. comments; 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](mailto:vgill@half.com). Thank you.

**HALFF ASSOCIATES, INC.**



Vickie Gill  
Title Assistant

**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Corporation Service Company 1-866-484-2382	
B. E-MAIL CONTACT AT FILER (optional) SPRFiling@cscinfo.com	<b>KG1</b>
C. SEND ACKNOWLEDGMENT TO: (Name and Address)	
77827363 - 380600 Corporation Service Company 801 Adlai Stevenson Drive Springfield, IL 62703	718070-1 Filed In: Texas (Dallas)

ELECTRONICALLY RECORDED 201300214801  
07/09/2013 12:11:04 PM UCC1NON 1/4

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here  and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME Barrett Daffin Frappier Turner & Engel, LLP				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 15000 Surveyor Boulevard, Suite 100		CITY Addison	STATE TX	POSTAL CODE 75001
				COUNTRY USA

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here  and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
OR	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
				COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME National Default Exchange Holdings, LP				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 222 South Ninth Street, Suite 2300		CITY Minneapolis	STATE MN	POSTAL CODE 55402
				COUNTRY USA

4. COLLATERAL: This financing statement covers the following collateral:  
All assets of the Debtor whether now existing or hereafter arising or hereafter acquired, including without limitation the fixtures now or hereafter situated on the real property described on Exhibit A attached hereto and made a part hereof.

5. Check only if applicable and check only one box: Collateral is  held in a Trust (see UCC1Ad, Item 17 and Instructions)  being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:  
 Public-Finance Transaction  Manufactured-Home Transaction  A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:  
 Agricultural Lien  Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable):  Lessee/Lessor  Consignee/Consignor  Seller/Buyer  Bailee/Bailor  Licensee/Licenser

8. OPTIONAL FILER REFERENCE DATA:

3exdsg

77827363

FILING OFFICE COPY — UCC FINANCING STATEMENT (Form UCC1) (Rev. 04/20/11)

Corporation Service Company  
2711 Centerville Rd., Ste. 400  
Wilmington, DE 19808



**UCC FINANCING STATEMENT ADDENDUM**

**FOLLOW INSTRUCTIONS**

9. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because Individual Debtor name did not fit, check here

9a. ORGANIZATION'S NAME Barrett Daffin Frappier Turner & Engel, LLP	
OR	
9b. INDIVIDUAL'S SURNAME	
FIRST PERSONAL NAME	
ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

10. DEBTOR'S NAME: Provide (10a or 10b) only one additional Debtor name or Debtor name that did not fit in line 1b or 2b of the Financing Statement (Form UCC1) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name) and enter the mailing address in line 10c

10a. ORGANIZATION'S NAME				
OR				
10b. INDIVIDUAL'S SURNAME				
INDIVIDUAL'S FIRST PERSONAL NAME				
INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)				SUFFIX
10c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

11.  ADDITIONAL SECURED PARTY'S NAME or  ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)

11a. ORGANIZATION'S NAME				
OR				
11b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
11c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):

13.  This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS (if applicable)

14. This FINANCING STATEMENT:  
 covers timber to be cut  covers as-extracted collateral  is filed as a fixture filing

15. Name and address of a RECORD OWNER of real estate described in Item 16 (if Debtor does not have a record interest):

Ralston Investment Company  
 1441 Fourth Street  
 Santa Monica, CA 90401

16. Description of real estate:  
 See the attached Exhibit A for the legal description.

17. MISCELLANEOUS:

Exhibit A  
Legal Description

Tract I:

BEING a tract of land situated in the Thomas L. Chenoweth survey, Abstract No. 273, city of Addison, Dallas County, Texas, the subject tract being part of that tract of land conveyed to Levitz Furniture Company of Texas, Inc., by deed recorded in Volume 82025, Page 1239 of the Deed Records of Dallas County, Texas, (DRDCT), the subject tract further being all of Lot 1, Block 1 of Levitz Furniture Co. of Addison, Texas, an addition to the City of Addison, according to the final plat recorded in Volume 83056, Page 1571, (DRDCT), the subject tract further being more particularly described as follows:

COMMENCING at the point of intersection of the southerly line of Belt Line Road (a 100 foot ROW) and the Easterly line of Surveyor Blvd. (a 60 foot ROW);

TEENCE, Southerly along said Easterly line of Surveyor Blvd., the following:

South 24 degrees 07 minutes 30 seconds East, a distance of 49.76 feet;

Around a tangent curve to the Left having a central angle of 14 degrees 19 minutes 26 seconds, a radius of 570.00 feet and a chord of South 31 degrees 7 minutes 13 seconds East - 142.13 feet, as arc distance of 142.50 feet to the end of said curve;

South 38 degrees 26 minutes 56 seconds East, a distance of 60.86 feet;

Around a tangent curve to the Right having a central angle of 15 degrees 48 minutes 45 seconds, a radius of 630.00 feet and a chord of South 30 degrees 31 minutes 47 seconds East - 173.32 feet, an arc distance of 173.87 feet to the end of said curve, same point being THE PLACE OF BEGINNING of the herein described tract of land, a 1/2 inch iron pin with yellow cap found at corner;

THENCE, North 67 degrees 10 minutes 52 seconds East, leaving said Easterly line of Surveyor Blvd., and proceeding along the Southerly line of a tract owned by PHCG Investments (Volume 94067, Page 5798) a distance of 150.97 feet to a 3/8 inch iron pin found at corner;

THENCE, North 41 degrees 30 minutes 19 seconds East, along said Southerly line of the PRCG Investments tract, a distance of 61.10 feet to a 1/2 inch iron pin set at corner;

THECE, south 89 degrees 25 minutes 00 seconds East, along said southerly line of the PHCG Investments tract, part of the way, passing at 88.94 feet a 1/2 inch iron pin with a yellow cap found marking the Southwest property corner of a tract conveyed to Mercado Juarez as recorded in Volume 88172, Page 1066 (DRDCT), proceeding along the South line of said Mercado Juarez tract, a total distance of 265.49 feet to the West property Line of the Amended Final Plat Belt Line Centre, an addition to the city of Addison, as recorded in Volume 92193, Page 1795

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(DRDCT), a 1/2 inch iron pin with a red cap stamped GM RPLS 4396 set at corner, from which a 5/8 inch iron pin found bears North 89 degrees 25 minutes West, a distance of 0.32 feet;

THENCE, South 00 degrees 38 minutes 43 seconds West, along said West line of Amended Final Plat Belt Line Centre, a distance of 269.68 feet to the North line of Pecan Square Condominiums, an addition to the City of Addison as recorded in Volume 82165, Page 1772 (DRDCT), a 1/2 inch iron pin with a red cap stamped GH RPLS 4396 set at corner, from which a P.K. nail in top of brick wall bears North 10 degrees 03 minutes West, a distance of 0.58 feet and a 1/2 inch iron pin found bears North 54 degrees 24 minutes East, a distance of 0.41 feet;

THENCE, north 89 degrees 25 minutes 32 seconds West, along said North Line of Pecan Square Condominiums, a distance of 398.51 feet to the Northwest Property corner of said Pecan Square Condominiums, same corner being on the above-mentioned Easterly line of Surveyor Blvd., a 1 inch iron pipe found at corner;

THENCE, Along said Easterly line of Surveyor Blvd., and around a non-tangent curve to the Left having a central angle of 15 degrees 29 minutes 10 seconds, a radius of 630.00 feet and a chord of North 14 degrees 52 minutes 49 seconds West – 169.76 feet, an arc distance of 170.28 feet to end of said curve and to the PLACE OF BEGINNING with the subject tract containing 103,903 square feet or 2.3853 acres of land.

Property Address: 15000 Surveyor Blvd.  
Addison, TX

**Filed and Recorded**  
**Official Public Records**  
**John F. Warren, County Clerk**  
**Dallas County, TEXAS**  
**07/09/2013 12:11:04 PM**  
**\$49.00**  
**201300214801**



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**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Corporation Service Company 1-866-484-2382	
B. E-MAIL CONTACT AT FILER (optional) SPRFiling@cscinfo.com	<b>KG1</b>
C. SEND ACKNOWLEDGMENT TO: (Name and Address)	
<div style="border: 1px solid black; padding: 5px;"> 77831129 - 380600  Corporation Service Company  801 Adlai Stevenson Drive  Springfield, IL 62703 </div>	
718092-1 Filed In: Texas (Dallas)	

ELECTRONICALLY RECORDED 201300214789  
07/09/2013 12:06:03 PM UCC1NON 1/4

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here  and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME BDF Holdings, LP				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS	15000 Surveyor Boulevard, Suite 100	CITY Addison	STATE TX	POSTAL CODE 75001
				COUNTRY USA

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here  and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
OR	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
				COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME National Default Exchange Holdings, LP				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS	222 South Ninth Street, Suite 2300	CITY Minneapolis	STATE MN	POSTAL CODE 55402
				COUNTRY USA

4. COLLATERAL: This financing statement covers the following collateral:

All assets of the Debtor whether now existing or hereafter arising or acquired, including without limitation the fixtures now or hereafter situated on the real property described on Exhibit A attached hereto and made a part hereof.

5. Check only if applicable and check only one box: Collateral is  held in a Trust (see UCC1Ad, item 17 and Instructions)  being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:

Public-Finance Transaction  Manufactured-Home Transaction  A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:

Agricultural Lien  Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable):  Lessee/Lessor  Consignee/Consignor  Seller/Buyer  Bailee/Bailor  Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:

*3exp 8*

77831129

FILING OFFICE COPY --- UCC FINANCING STATEMENT (Form UCC1) (Rev. 04/2011)

Corporation Service Company  
2711 Centerville Rd, Ste. 400  
Wilmington, DE 19809



**UCC FINANCING STATEMENT ADDENDUM**

FOLLOW INSTRUCTIONS

9. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because Individual Debtor name did not fit, check here

9a. ORGANIZATION'S NAME BDF Holdings, LP	
OR	
9b. INDIVIDUAL'S SURNAME	
FIRST PERSONAL NAME	
ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

10. DEBTOR'S NAME: Provide (10a or 10b) only one additional Debtor name or Debtor name that did not fit in line 1b or 2b of the Financing Statement (Form UCC1) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name) and enter the mailing address in line 10c

10a. ORGANIZATION'S NAME				
OR				
10b. INDIVIDUAL'S SURNAME				
INDIVIDUAL'S FIRST PERSONAL NAME				
INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)				
SUFFIX				
10c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

11.  ADDITIONAL SECURED PARTY'S NAME or  ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)

11a. ORGANIZATION'S NAME				
OR				
11b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
11c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):

13.  This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS (if applicable) 14. This FINANCING STATEMENT:

covers timber to be cut  covers as-extracted collateral  is filed as a fixture filing

15. Name and address of a RECORD OWNER of real estate described in item 16 (if Debtor does not have a record interest):

Ari Forum, LLC  
4006 Beltline Road, Suite 210  
Addison, TX 75001

16. Description of real estate:

See the attached Exhibit A for the legal description.

17. MISCELLANEOUS:

Exhibit A  
Legal Description

BEING a tract of land out of the THOMAS L. CHENOWITH SURVEY, Abstract No. 273, and being all of SAC/BELTLINE ADDITION, an addition to the City of Addison, Texas as recorded in Volume 84013, Page 3322 of the Deed Records, Dallas County, Texas, and being more particularly described as follows:

BEGINNING .at an iron rod set for corner, said point being the intersection of the Southerly right-of-way line of Belt Line Road (100 feet wide) with the Westerly right-of-way line of Surveyor Boulevard (60 feet wide);

THENCE South 24 degrees 07 minutes 30 seconds East, along the said Westerly line of Surveyor Boulevard, 49.76 feet to an iron rod set for the beginning of a circular curve to the left having a central angle of 14 degrees 19 minutes 26 seconds, a radius of 630.00 feet;

THENCE Southeasterly, continuing along the said Westerly line of Surveyor Boulevard and with said circular curve to the left, an arc distance of 157.50 feet to an iron rod set for the point of tangency;

THENCE South 38 degrees 26 minutes 56 seconds East, continuing along the said Westerly line of Surveyor Boulevard, 60.86 feet to an iron rod set for the beginning of a circular curve to the right having a central angle of 38 degrees 38 minutes 30 seconds, a radius of 570.00 feet;

THENCE Southeasterly, continuing along the said Westerly line of Surveyor Boulevard and with said circular curve to the right, an arc distance of 384.42 feet to an iron rod set for the point of tangency;

THENCE South 0 degrees 11 minutes 34 seconds West, continuing along the said Westerly line of Surveyor Boulevard, 321.34 feet to an iron rod set for corner, said point being on the Northerly right-of-way line of Beltway Drive (60 feet wide);

THEN~ South 89 degrees 52 minutes 20 seconds West, along the said Northerly line of Beltway Drive, 470.00 feet to an iron rod set for corner;

THENCE North 0 degrees 11 minutes 34 seconds East, leaving the Northerly line of Beltway Drive, 803.90 feet to an iron rod set for corner, said point being in the above referenced Southerly line of Belt Line Road and being in a circular curve to the left having a central angle of 01 degrees 30 minutes 27 seconds, a radius of 1960.08 feet, a chord bearing of North 63 degrees 51 minutes 24 seconds East;

THENCE Northerly, along the said Southerly line of Belt Line Road and with said circular curve to the left, an arc distance of 51.57 feet to an iron rod set for the point of tangency;

THENCE North 63 degrees 06 minutes 10 seconds East, continuing along the said Southerly line of Belt Line Road, 117.50 feet to an iron rod set for the beginning of a circular curve to the right

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having a central angle of 01 degrees 50 minutes 54 seconds, a radius of 1860.00 feet, a chord bearing of North 64 degrees 00 minutes 59 seconds East;

THENCE Northerly, continuing along the said Southerly line of Belt Line Road and with said circular curve to the right, an arc distance of 60.00 feet to the POINT OF BEGINNING and CONTAINING 354,747 square feet or 8.14 acres of land, more or less.

Property Address: 4002-4006 Beltline Road  
Addison, TX

**Filed and Recorded  
Official Public Records  
John F. Warren, County Clerk  
Dallas County, TEXAS  
07/09/2013 12:06:03 PM  
\$49.00  
201300214789**



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Parcel 25R  
3/19/15  
BellLine



**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. ...  
Executive Vice President

Michael P. ...  
Secretary



**Title Resources Guaranty Company**  
**COMMITMENT FOR TITLE INSURANCE**  
**SCHEDULE A**

Effective Date: March 5, 2015

GF No.: 14766-13-00760

Commitment No. 14766-13-00760, issued March 18, 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:

ARI Forum, LLC, a Delaware limited liability company

**SCHEDULE A**  
(Continued)

4. Legal description of land:

Parcel 25R

Date: October 23, 2013

Being a 451 square foot (0.0104 acre) tract of land, more or less, in the T.L. Chenoweth Survey, Abstract Number 273, Town of Addison, Dallas County, Texas, and being a part of the SAC/BELTLINE ADDITION, according to Plat thereof recorded in Volume 84013, Page 3322, Map Records, Dallas County, Texas; said 451 square foot tract of land being more particularly described by metes and bounds on the Exhibit A attached hereto and made a part hereof.



**PARCEL 25R**  
0.0104 AC. (451 SQUARE FOOT)  
RIGHT OF WAY  
OUT OF  
SAC/BELTLINE ADDITION  
TOWN OF ADDISON, DALLAS COUNTY, TEXAS

BEING a 451 square foot tract of land situated in the T.L. Chenoweth Survey, Abstract Number 273, Town of Addison, Dallas County, Texas, being part of SAC/BELTLINE ADDITION, an addition to the Town of Addison, Texas, as recorded in Volume 84013, Page 3322, Deed Records, Dallas County, Texas (D.R.D.C.T.), said tract also being part of that tract of land described in deed to Ari Forum LLC, as recorded in Instrument Number 20070287673, of the Official Records of Dallas County, Texas, and being more particularly described as follows:

BEGINNING at the northeast corner of said SAC/BELTLINE ADDITION at the intersection of the west right-of-way line of Surveyor's Boulevard (a variable width right-of-way) and the south right-of-way line of Belt Line Road (a variable width right-of-way) from which a found "X" cut in concrete bears North 66 degrees East 1.5 feet;

THENCE South 24 degrees 55 minutes 09 seconds East, with the common west right-of-way line of said Surveyor's Boulevard and the east line of said SAC/BELTLINE ADDITION, a distance of 30.00 feet to a 1/2-inch set iron rod with a yellow plastic cap stamped "HALFF" (hereinafter referred to as "with cap") for corner;

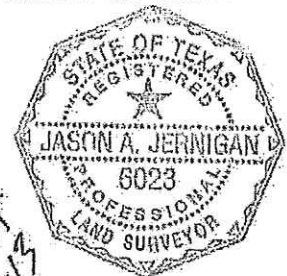
THENCE North 70 degrees 35 minutes 40 seconds West, departing said west right-of-way line of Surveyor's Boulevard and said east line of SAC/BELTLINE ADDITION, a distance of 41.92 feet to a 1/2-inch set iron rod with cap for corner on said south right-of-way line of Belt Line Road and the north line of said SAC/BELTLINE ADDITION, said corner being on a non-tangent circular curve to the right having a radius of 1,860.00 feet, whose chord bears North 63 degrees 43 minutes 48 seconds East, a distance of 30.00 feet;

THENCE Northeasterly, along said south right-of-way line of Belt Line Road and said north line of SAC/BELTLINE ADDITION and along said curve, through a central angle of 00 degrees 55 minutes 27 seconds, an arc distance of 30.00 feet to the POINT OF BEGINNING and containing 0.0104 of an acre (451 square feet) of land, more or less.

**NOTES:**

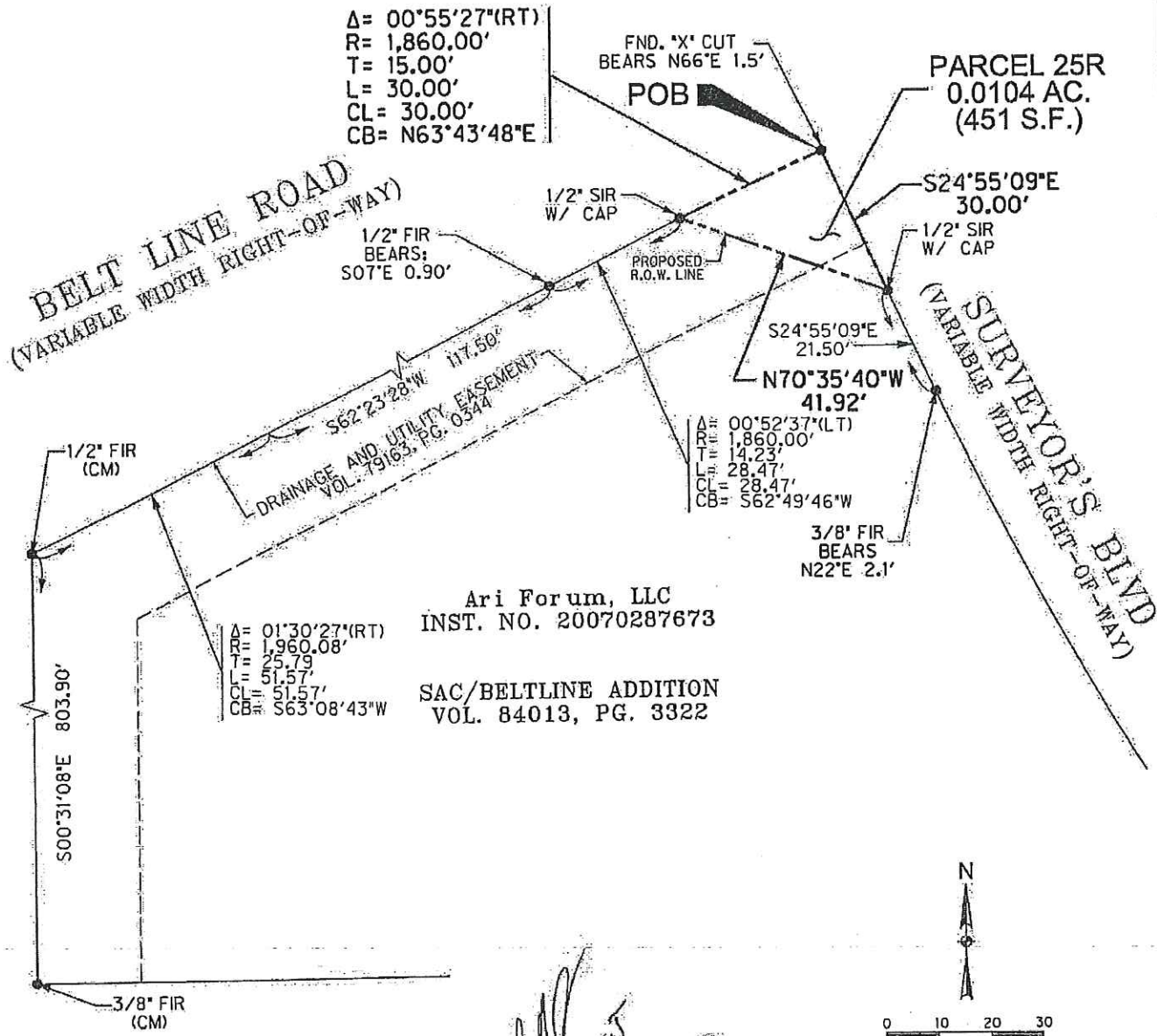
The basis of bearing is the Town of Addison Survey Control Network (December 2007 update) based on Monument Numbers COA-3, COA-4, COA-5, COA-10, & COA-11. All distance are surface distances using the TXDOT Dallas County Scale Factor 1.000136506.

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

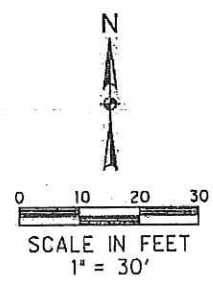


*Handwritten signature and date: JAJ 2/20/13*

# T.L. CHENOWETH SURVEY, ABSTRACT NUMBER 273



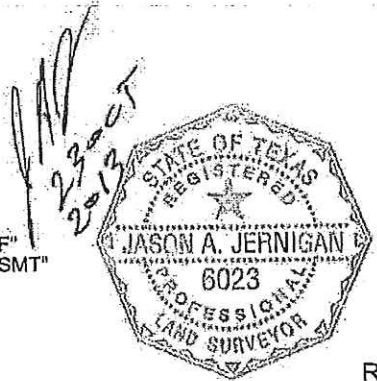
Ari Forum, LLC  
INST. NO. 20070287673  
SAC/BELTLINE ADDITION  
VOL. 84013, PG. 3322



**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**
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.

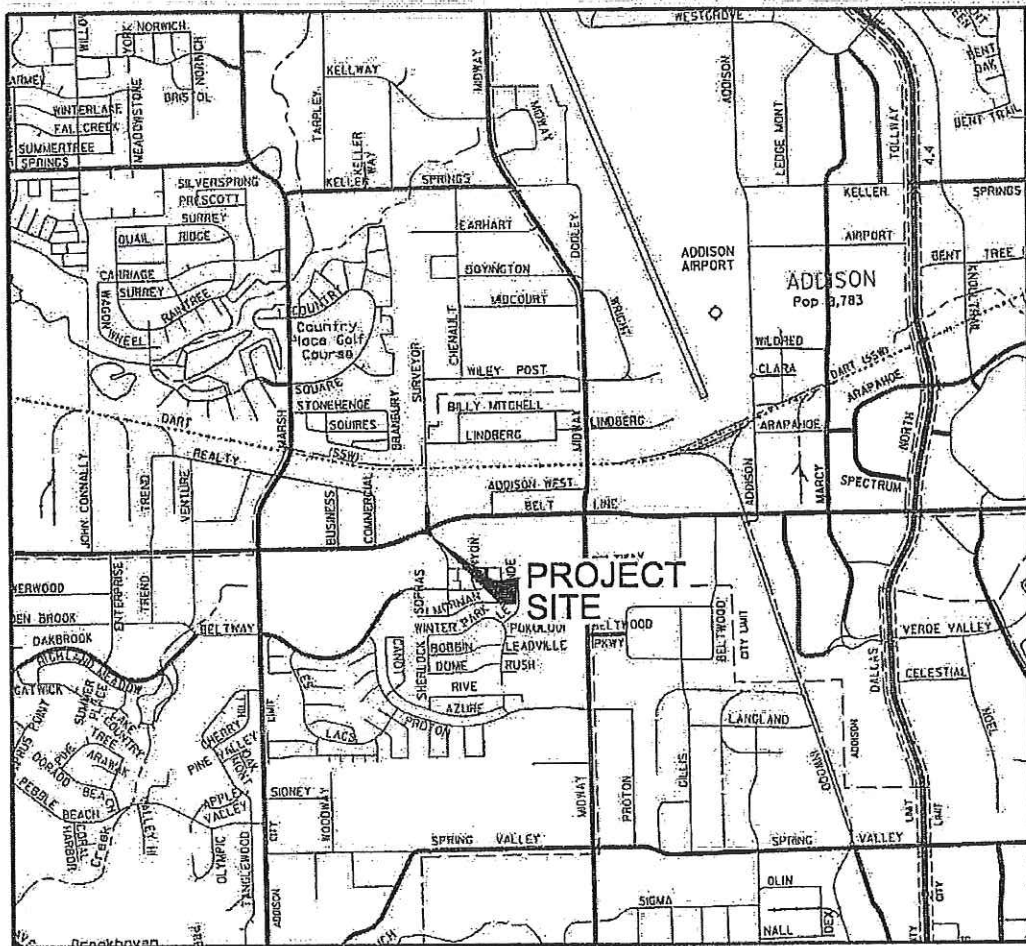


**PARCEL 25R**  
0.0104 AC (451 S.F.)  
RIGHT-OF-WAY OUT OF  
SAC/BELTLINE ADDITION  
TOWN OF ADDISON,  
DALLAS COUNTY, TEXAS

DATE: 10-23-2013 AVO: 29350  
**HALFF**<sup>SM</sup>

10/24/2013 5:43:49 PM s:\582...  
 s:\6000\09350\CAD\Drawings\Survey\ESMT\VIEW\TX\PARCEL-25R-21350.dwg  
 HALFF





**LOCATION MAP**  
NOT TO SCALE

**PARCEL 25R**  
0.0104 AC (451 S.F.)  
RIGHT-OF-WAY OUT OF  
SAC/BELTLINE ADDITION  
TOWN OF ADDISON,  
DALLAS COUNTY, TEXAS  
DATE: 10-23-2013 AVO: 29350



10/24/2013 2:32:27 PM J:\2562  
N:\29350\25R\CADD\Site\Map\Sites\Enh\AVE\CH-LOCATOR-25R-29350.dwg  
HALFF



## SCHEDULE B

Commitment No.: 14766-13-00760

GF No.: 14766-13-00760

### 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 84013, Page 3322, Map Records, 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. Eighty (80) foot building lines along the north (Belt Line Road) and east (Surveyor Blvd.) property lines, as shown on Plat recorded in Volume 84013, Page 3322, Map Records, Dallas County, Texas.
  - g. Drainage and utility easement and right of way dated July 18, 1979, from Corporate Realty 71, Inc. to City of Addison, filed August 20, 1979, recorded in Volume 79163, Page 343, Deed Records, Dallas County, Texas, shown along the north property line (Belt Line Road) on Plat recorded in Volume 84013, Page 3322, Map Records, Dallas County, Texas.
  - h. Rights of tenants in possession, as tenants only, under any unrecorded leases or rental agreements.

**SCHEDULE B**  
(Continued)

- i. NOTE: THE COMPANY IS PROHIBITED FROM INSURING THE AREA OR QUANTITY OF THE LAND DESCRIBED HEREIN. ANY STATEMENT IN THE ABOVE LEGAL DESCRIPTION AS TO THE AREA OR QUANTITY OF LAND IS NOT A REPRESENTATION THAT SUCH AREA OR QUANTITY IS CORRECT, BUT IS MADE SOLELY FOR INFORMATIONAL AND/OR IDENTIFICATION PURPOSES AND DOES NOT OVERRIDE THE EXCEPTION CONTAINED IN SCHEDULE B ITEM 2 HEREIN.



## SCHEDULE C

Commitment No.: 14766-13-00760

GF No.: 14766-13-00760

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, Assignment of Rents and Leases, Security Agreement and Fixture Filing dated August 9, 2007, recorded in Clerk's File No. 20070287674, Official Public Records, Dallas County, Texas, executed by ARI Forum, LLC, a Delaware limited liability company, securing the payment of a note in the principal sum of \$17,200,000.00 and other indebtedness and performance for the benefit of CBRE Realty Finance Holdings IV, LLC, a Delaware limited liability company as therein provided, and all of the terms, provisions and conditions of said instrument.

Assignment of Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing dated November 14, 2012, from CBRE Realty Finance Holdings IV, LLC, a Delaware limited liability company, to RFC CDO 2006-1, Ltd., filed November 21, 2012, recorded in Clerk's File No. 201200345944, Official Public Records, Dallas County, Texas.

**SCHEDULE C**  
(Continued)

Assignment of Leases and Rents dated August 9, 2007, from ARI Forum, LLC, a Delaware limited liability company to CBRE Realty Finance Holdings IV, LLC, a Delaware limited liability company, filed August 10, 2007, recorded in Clerk's File No. 20070287675, Official Public Records, Dallas County, Texas.

Assignment of Assignment of Leases and Rents dated November 14, 2012, from CBRE Realty Finance Holding IV, LLC, a Delaware limited liability company, to RFC CDO 2006-1, Ltd., filed November 21, 2012, recorded in Clerk's File No. 201200345945, Official Public Records, Dallas County, Texas.

UCC Financing Statement from ARI Forum, LLC to CBRE Realty Finance Holdings IV, LLC, filed August 10, 2007, recorded in Clerk's File No. 20070287676, and amended in Clerk's File Nos. 201200121223, 201200148411, and 201200332900, Official Public Records, Dallas County, Texas.

8. Affidavit Claiming Lien filed May 14, 2013, against ARI Forum, LLC, by Property Paving, Inc., in the amount of \$25,364.06 recorded in Clerk's File No. 201300150139, Official Public Records, Dallas County, Texas.
9. UCC Financing Statement from BDF Holdings, LP to National Default Exchange Holdings, LP, filed July 9, 2013, recorded in Clerk's File No. 201300214789, Official Public Records, Dallas County, Texas, and assigned to Legal Notes Holdings LLC, by UCC Amendment filed June 16, 2014, recorded in Clerk's File No. 201400149674, Official Public Records, Dallas County, Texas.
10. INTENTIONALLY DELETED
11. Must be furnished the following documentation from ARI Forum, LLC, a Delaware limited liability company:
  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.
12. 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 August 10, 2007, under Clerk's File No. 20070287673

**NORTH AMERICAN TITLE COMPANY**



\_\_\_\_\_  
Authorized Signatory



## SCHEDULE D

Commitment No.: 14766-13-00760

GF No.: 14766-13-00760

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

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

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

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

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

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

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

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

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

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

President: William G. Moize

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

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

Treasurer: Donnis Benson

Secretary: Jefferson E. Howeth

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

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





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

Commitment No.: 14766-13-00760

GF No.: 14766-13-00760

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

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

**The arbitration provision in the Policy is as follows:**

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

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

## **Title Resources Guaranty Company Privacy Policy Notice**

### **PURPOSE OF THIS NOTICE**

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

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

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

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

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

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

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

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

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



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

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

**What?**

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

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

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

**How?**

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

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

**Questions?**

Call 1 (888) 444-7766, extension 6585

## TEXAS TITLE INSURANCE INFORMATION

<p>Title insurance insures you against loss resulting from certain risks to your title.</p> <p>The commitment for Title Insurance is the title insurance company's promise to issue the title insurance policy. The commitment is a legal document. You should review it carefully to completely understand it before your closing date.</p>	<p>El seguro de título le asegura en relación a pérdidas resultantes de ciertos riesgos que pueden afectar el título de su propiedad.</p> <p>El Compromiso para Seguro de Título es la promesa de la compañía aseguradora de títulos de emitir la póliza de seguro de título. El Compromiso es un documento legal. Usted debe leerlo cuidadosamente y entenderlo completamente antes de la fecha para finalizar su transacción.</p>
--	---

Your Commitment for Title Insurance is a legal contract between you and us. The Commitment is not an opinion or report of your title. It is a contract to issue you a policy subject to the Commitment's terms and requirements.

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

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

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

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

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

You can get a copy of the policy form approved by the Texas Department of Insurance by calling the Title Insurance Company at 1-800-525-8018 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

FOR INFORMATION,  
OR TO MAKE A COMPLAINT  
CALL OUR TOLL-FREE NUMBER

**1-800-526-8018**

ALSO YOU MAY CONTACT  
THE TEXAS DEPARTMENT OF  
INSURANCE AT

**1-800-252-3439**

to obtain information on:

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, and
5. a list of consumer publications and services available through the Department.

YOU MAY ALSO WRITE TO  
THE TEXAS DEPARTMENT OF  
INSURANCE  
P.O. BOX 149104  
AUSTIN, TEXAS 78714-9104  
FAX NO. (512) 475-1771

#### AVISO IMPORTANTE

PARA INFORMACION, O  
PARA SOMETER UNA QUEJA  
LLAME AL NUMERO GRATIS

**1-800-526-8018**

TAMBIEN  
PUEDE COMUNICARSE CON  
EL DEPARTAMENTO DE SEGUROS  
DE TEXAS AL

**1-800-252-3439**

para obtener información sobre:

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, y
5. una lista de publicaciones y servicios para consumidores disponibles a través del Departamento.

TAMBIEN PUEDE ESCRIBIR AL  
DEPARTAMENTO DE SEGUROS  
DE TEXAS  
P.O. BOX 149104  
AUSTIN, TEXAS 78714-9104  
FAX NO. (512) 475-1771





August 15, 2014  
AVO 29350

**CERTIFIED MAIL**  
7013 3020 0000 6226 1201

ARI Forum, LLC  
Attn: Alan Sher  
20951 Burbank Boulevard, Suite B  
Woodland Hills, CA 91367

**RE: Town of Addison, Belt Line Road Project-Phase I  
Parcel 25R Property Address – 4002-4006 Belt Line Road**

Dear Mr. Sher:

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 4002-4006 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 \$14,756.00 for the Parcel, which includes payment for the Parcel and improvements to be purchased and for cost-to-cure and/or permanent damages to your remaining property, subject to clear title being secured. A copy of the written appraisal is enclosed with this letter. This amount is the total amount of just compensation for all interests in the portion of your property to be acquired, as determined in accordance with State law. In accordance with State law, it is the policy of the Town to negotiate with the fee owner(s) of the real property with the understanding that you will, in turn, negotiate with any lessee or other party who may own any interest in the land or improvements, with the exception of public utility easements, which will be handled separately by the Town.

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



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

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

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

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

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

Sincerely,

**HALFF ASSOCIATES, INC.**

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

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

ENCLOSURES:

Texas Landowner's Bill of Rights

Appraisal Report(s), effective 1/10/2014

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

Copy of Parcel Survey

Copy of SB 390

Copy of TREC Disclosure Notice



# CERTIFIED MAIL

TOWN OF ADDISON  
BELTLINE ROAD

AVO 29350

PARCEL 25R

U.S. Postal Service™  
**CERTIFIED MAIL™ RECEIPT**  
(Domestic Mail Only; No Insurance Coverage Provided)

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**OFFICIAL USE**

Postage		Postmark Here
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Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$ 8.26	29350 P25R TA02I 1141 PH01

Sent To: ARI Forum, LLC  
Attn: Alan Sher  
20951 Burbank Boulevard, Suite B  
Woodland Hills, CA 91367

7013 3020 0000 6226 1201

<b>SENDER: COMPLETE THIS SECTION</b>	<b>COMPLETE THIS SECTION ON DELIVERY</b>
<ul style="list-style-type: none"><li>Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li><li>Print your name and address on the reverse so that we can return the card to you.</li><li>Attach this card to the back of the mailpiece, or on the front if space permits.</li></ul>	A. Signature x <i>Mia Daniels</i> <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee
1. Article Addressed to:  ARI Forum, LLC Attn: Alan Sher 20951 Burbank Boulevard, Suite B Woodland Hills, CA 91367	B. Received by (Printed Name) <i>Mia Daniels</i> C. Date of Delivery <i>8/18/14</i>
2. Article Number (Transfer from service label)	D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No
	3. Service Type <input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Priority Mail Express™ <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> Collect on Delivery
	4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes
PS Form 3811, July 2013	Domestic Return Receipt

7013 3020 0000 6226 1201



UNITED STATES POSTAGE  
 PITNEY BOWES  
 \$ 008.260  
 02 1P  
 0003131484 AUG 15 2014  
 MAILED FROM ZIP CODE 75081



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HALFF ASSOCIATES, INC.  
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**OFFICIAL USE**

Postage	\$	
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Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	8.26

Postmark  
 Here

29350 P25R  
 TA02I 1141  
 PH01

ARI Forum, LLC  
 Attn: Alan Sher  
 20951 Burbank Boulevard, Suite B  
 Woodland Hills, CA 91367

CERTIFIED MAIL™  
 7013 3020 0000 6226 1201  
 7013 3020 0000 6226 1201

Sent To: \_\_\_\_\_  
 Street or PO: \_\_\_\_\_  
 City: \_\_\_\_\_  
 State: \_\_\_\_\_  
 ZIP: \_\_\_\_\_  
 PS Form 3800, June 2006

**SENDER: COMPLETE THIS SECTION**

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

1. Article Addressed to:

ARI Forum, LLC  
 Attn: Alan Sher  
 20951 Burbank Boulevard, Suite B  
 Woodland Hills, CA 91367

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  
 X \_\_\_\_\_  Agent  
 Addressee

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

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

3. Service Type \_\_\_\_\_





September 11, 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 25R Property Address – 4002-4006 Beltline Road**

Dear Lisa:

The landowners of the above referenced parcel were presented an initial offer of \$14,756.00 on August 15, 2014. This offer was based on an appraisal report prepared by Pyles Whatley Corporation dated January 10, 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 \$38,687.49.

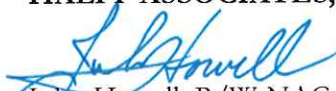
Initial Offer:	<u>\$14,756.00</u>
Addition	<u>\$23,931.49</u>
Counteroffer:	<u>\$38,687.49</u>

The landowners feel that \$8,863.00 for the fee simple acquisition of the land is acceptable; however, they are unwilling to accept \$5,893.00 for the Cost to Cure. They feel that the area of land that is desired is on a hard signalized corner, which currently houses the building monument sign, lighting, landscaping and irrigation. The loss of this location will end up being replaced with an inferior location for sight of the monument sign; therefore, a larger sign will be required to compensate for the inferior location.

It is the recommendation of Halff Associates, Inc. that the counteroffer be disapproved 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 214.217.6659 or 214.724-6415 (cell).

Sincerely,

**HALFF ASSOCIATES, INC.**

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

Enclosures

## NEGOTIATOR'S CERTIFICATE

Owner(s): ARI Forum, LLC, a Delaware limited liability company

Parcel No.: 25R

Address: 20951 Burbank Blvd, Ste. B  
Woodland Hills, CA 91367

Town of Addison, Belt Line Road Project  
Phase I

Negotiated Amount: \$14,756.00

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

  
\_\_\_\_\_  
John Howell, Right of Way Specialist

\_\_\_\_\_  
April 30, 2015

Date

