

May 20, 2015 AVO 29350 **Next Business Day delivery** 

Town of Addison

Attn: Lisa A. Pyles, Director Infrastructure & Development Services 16801 Westgrove Drive Addison, TX 75001-5190

RE: Town of Addison, Belt Line Road Project-Phase I

Parcel 26R (fee title) Property Address – 4005 Belt Line Road

Dear Ms. Pyles:

The above parcel is closed and the following documents are enclosed to complete the Town's file:

- Invoice from North American Title Company for title fees please remit a check direct to said title company
- Owner's Policy of Title Insurance, policy no. 2015-O-14766-13-00761
- e-Recorded Deed
- Certified copy of Settlement Statement

Should anything further be needed, please contact me at 214-346-6261 or <a href="mailto:sforeman@halff.com">sforeman@halff.com</a>. Thank you.

Sincerely,

HALFF ASSOCIATES, INC.

burs framo

Sandi Foreman, R/W-NAC

Title Specialist

**Enclosures** 

### **Remit Payment To:**

c/o Maureen Riccardi

**INVOICE** 

Billed To:

Town of Addison, Texas

Invoice Date:

May 7, 2015

Please Pay Before: May 7, 2015

Our File No.:

14766-13-00761

Your Reference No.:

Attn:

Property:

Town of Addison Parcel 26R Addison, TX 00000 **Dallas County** 

**Brief Legal:** 

Lot 1, Watson, Addison, Dallas County, TX

**DESCRIPTION** 

Owner's Policy (Coverage \$2,182.00)

Escrow Fee

Recording fees

**AMOUNT** 

238.00

500.00

54.00

**Invoice Total Amount Due** 

\$

792.00

### **OWNER'S POLICY OF TITLE INSURANCE (Form T-1)**

Issued by

### **Title Resources Guaranty Company**

Any notice of claim and any other notice or statement in writing required to be given the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

#### **COVERED RISKS**

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS, TITLE RESOURCES GUARANTY COMPANY, a Texas corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.

- 2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from:
  - (a) A defect in the Title caused by:
    - (i) forgery, fraud, undue influence, duress, incompetency, incapacity or impersonation;

(ii) failure of any person or Entity to have authorized a transfer or conveyance;

- (iii) a document affecting Title not properly created, executed, witnessed, sealed,acknowledged, notarized or delivered:
- (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;

(v) a document executed under a falsified, expired or otherwise invalid power of attorney;

(vi) a document not properly filed, recorded or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or

(vii) a defective judicial or administrative proceeding.

- (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
- (c) 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. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
- (d) Any statutory or constitutional mechanic's, contractor's, or materialman's lien for labor or materials having its inception on or before Date of Policy.
- 3. Lack of good and indefeasible Title.
- 4. No right of access to and from the Land.
- 5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting or relating to:
  - (a) the occupancy, use or enjoyment of the Land;
  - (b) the character, dimensions or location of any improvement erected on the Land;
  - (c) subdivision of land; or
  - (d) environmental protection

if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.

- 6.An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
- 7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
- 8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
- 9. Title being vested other than as stated in Schedule A or being defective:
  - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency or similar creditors' rights laws; or
  - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a

preferential transfer under federal bankruptcy, state insolvency or similar creditors' rights laws by reason of the failure of its recording in the Public Records:

(i) to be timely, or

(ii) to impart notice of its existence to a purchaser for value or a judgment or lien creditor.

10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

Lyaluth Gralles (1997)

Title Resources Guaranty Company

**EXCLUSIONS FROM COVERAGE** 

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting or relating to:

(i) the occupancy, use, or enjoyment of the Land;

(ii) the character, dimensions or location of any improvement erected on the Land;

(ii) subdivision of land; or

(iii) environmental protection;

- or the effect of any violation of these laws, ordinances or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
- 2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- 3. Defects, liens, encumbrances, adverse claims or other matters:

(a) created, suffered, assumed or agreed to by the Insured Claimant;

(b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;

(c) resulting in no loss or damage to the Insured Claimant;

- (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
- (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
- 4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is:

(a) a fraudulent conveyance or fraudulent transfer; or

- (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
- 5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.
- 6. The refusal of any person to purchase, lease or lend money on the estate or interest covered hereby in the land described in Schedule A because of Unmarketable Title.

### CONDITIONS

### 1. DEFINITION OF TERMS.

The following terms when used in this policy mean:

- (a) "Amount of Insurance": the amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company or other similar legal entity.
- (d) "Insured": the Insured named in Schedule A.
  - (i) The term "Insured" also includes:
    - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives or next of kin;
    - (B) successors to an Insured by dissolution, merger, consolidation, distribution or reorganization;
    - (C) successors to an Insured by its conversion to another kind of Entity;
    - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title:
      - (1) If the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named insured.
      - (2) If the grantee wholly owns the named Insured,
      - (3) If the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
      - (4) If the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
  - (ii) With regard to (A), (B), (C) and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": an Insured claiming loss or damage.
- (f) "Knowledge" or "Known": actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": the land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
- (i) "Title": the estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease or lend if there is a contractual condition requiring the delivery of marketable title.

### 2. CONTINUATION OF INSURANCE.

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

### 3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT.

The Insured shall notify the Company promptly in writing

- (i) in case of any litigation as set forth in Section 5(a) below, or
- (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

When, after the Date of the Policy, the Insured notifies the Company as required herein of a lien, encumbrance, adverse claim or other defect in Title insured by this policy that is not excluded or excepted from the coverage of this policy, the Company shall promptly investigate the charge to determine whether the lien, encumbrance, adverse claim or defect or other matter is valid and not barred by law or statute. The Company shall notify the Insured in writing, within a reasonable time, of its determination as to the validity or invalidity of the Insured's claim or charge under the policy. If the Company concludes that the lien, encumbrance, adverse claim or defect is not covered by this policy, or was otherwise addressed in

the closing of the transaction in connection with which this policy was issued, the Company shall specifically advise the Insured of the reasons for its determination. If the Company concludes that the lien, encumbrance, adverse claim or defect is valid, the Company shall take one of the following actions: (i) institute the necessary proceedings to clear the lien, encumbrance, adverse claim or defect from the Title as insured; (ii) indemnify the Insured as provided in this policy; (iii) upon payment of appropriate premium and charges therefore, issue to the Insured Claimant or to a subsequent owner, mortgagee or holder of the estate or interest in the Land insured by this policy, a policy of title insurance without exception for the lien, encumbrance, adverse claim or defect, said policy to be in an amount equal to the current value of the Land or, if a loan policy, the amount of the loan; (iv) indemnify another title insurance company in connection with its issuance of a policy(ies) of title insurance without exception for the lien, encumbrance, adverse claim or defect; (v) secure a release or other document discharging the lien, encumbrance, adverse claim or defect; or (vi) undertake a combination of (i) through (v) herein.

### 4. PROOF OF LOSS.

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

### 5. DEFENSE AND PROSECUTION OF ACTIONS.

- (a) Upon written request by the Insured, and subject to the options contained in Sections 3 and 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.
- (b) The Company shall have the right, in addition to the options contained in Sections 3 and 7, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.
- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction and it expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

### 6. DUTY OF INSURED CLAIMANT TO COOPERATE.

- (a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.
- (b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

## 7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY. In case of a claim under this policy, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Insurance. To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay. Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.
- (b) To Pay or Otherwise Settle With Parties Other than the Insured or With the Insured Claimant.
  - (i) to pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or
  - (ii) to pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay. Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

#### 8. DETERMINATION AND EXTENT OF LIABILITY.

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of:
  - (i) the Amount of Insurance; or
  - (ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.
- (b) If the Company pursues its rights under Section 3 or 5 and is unsuccessful in establishing the Title, as insured,
  - (i) the Amount of Insurance shall be increased by 10%, and
  - (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.
- (c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

### 9. LIMITATION OF LIABILITY.

- (a) If the Company establishes the Title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the Land, all as insured, or takes action in accordance with Section 3 or 7, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.
- (b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.
- (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

### 10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY.

All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the Amount of Insurance by the amount of the payment.

### 11. LIABILITY NONCUMULATIVE.

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

### 12. PAYMENT OF LOSS.

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

### 13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT.

(a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies. If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

(b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

### 14. ARBITRATION.

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.

### 15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT.

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim, shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.
- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy or (iv) increase the Amount of Insurance. Each Commitment, endorsement or other form, or provision in the Schedules to this policy that refers to a term defined in Section 1 of the Conditions shall be deemed to refer to the term regardless of whether the term is capitalized in the Commitment, endorsement or other form, or Schedule. Each Commitment, endorsement or other form, or provision in the Schedules that refers to the Conditions and Stipulations shall be deemed to refer to the Conditions of this policy.

### 16. SEVERABILITY.

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid and all other provisions shall remain in full force and effect.

### 17, CHOICE OF LAW; FORUM.

(a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies or enforcement of

policies of title insurance of the jurisdiction where the Land is located. Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured, and in interpreting and enforcing the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of laws principles to determine the applicable law.

(b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

### 18, NOTICES, WHERE SENT.

Any notice of claim and any other notice or statement in writing required to be given the Company under this Policy must be given to the Company at 8111 LBJ Freeway, Suite 1200, Dallas, Texas 75251.



### IMPORTANT NOTICE

To obtain information or make a complaint:

You may call Title Resources Guaranty Company's toll-free telephone number for information or to make a complaint at:

#### 1-800-526-8018

You may also write to Title Resources Guaranty Company at:

Attention: Claims Department 8111 LBJ Freeway, Suite 1200 Dallas, TX 75251

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

### 1-800-252-3439

You may write the Texas Department of . Insurance:

P. O. Box 149104 Austin, TX 78714-9104 Fax: (512) 475-1771

Web: http://www.tdi.state.tx.us

E-mail: ConsumerProtection@tdi.state.tx.us

### PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become a part or condition of the attached document.

### **AVISO IMPORTANTE**

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telephono gratis de Title Resources Guaranty Company's para informacion o para someter una queja al:

### 1-800-526-8018

Usted tambien puede escribir a Title Resources Guaranty Company at:

Attention: Claims Department 8111 LBJ Freeway, Suite 1200 Dallas, TX 75251

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

### 1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

P. O. Box 149104 Austin, TX 78714-9104 Fax: (512) 475-1771

Web: http://www.tdi.state.tx.us

E-mail: ConsumerProtection@tdi.state.tx.us

### DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con la compania primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

### **UNA ESTE AVISO A SU POLIZA:**

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

### TITLE RESOURCES GUARANTY COMPANY

### OWNER'S POLICY OF TITLE INSURANCE T-1

### **SCHEDULE A**

Name and Address of Title Insurance Company: Title Resources Guaranty Company 8111 LBJ Freeway, Suite 200 Dallas, TX 75251

File No.:

14766-13-00761

Policy No.: 2015-O-14766-13-00761

Address for

Town of Addison Parcel 26R, Addison, TX 00000

Reference only:

Amount of Insurance: \$2,182.00

Premium: \$238.00

Date of Policy:

April 29, 2015 at 12:43 PM

1. Name of Insured:

Town of Addison, Texas

2. The estate or interest in the Land that is insured by this policy is:

Fee Simple

3. Title is insured as vested in:

Town of Addison, Texas

4. The Land referred to in this policy is described as follows:

PARCEL 26R October 23, 2013

BEING A 324 square foot tract of land situated in the T. L. Chenoweth Survey, Abstract Number 273, Town of Addison, Dallas County, Texas, and being part of Lot 1 of WATSON SUBDIVISION, an addition to the Town of Addison, Texas, as recorded in Volume 79063, Page 2188 of the Deed Records, Dallas County, Texas (D.R.D.C.T.) said tract also being part of that tract of land described in deed to VNC, INC., as recorded in Volume 2004074, Page 64, D.R.D.C.T., and being more particularly described by metes and bounds on Exhibit A attached hereto and made a part hereof.

### **SCHEDULE A**

(Continued)

File No.: 14766-13-00761

Policy No.: 2015-O-14766-13-00761

NORTH AMERICAN TITLE COMPANY

By: Authorized Officer or Agent

FORM T-1: Owner's Policy of Title Insurance Schedule A

### EXHIBIT "A

### PARCEL 26R

0.0074 ACRE (324 SQUARE FOOT) RIGHT OF WAY OUT OF

LOT 1 OF WATSON SUBDIVISION TOWN OF ADDISON, DALLAS COUNTY, TEXAS

BEING A 324 square foot tract of land situated in the T. L. Chenoweth Survey, Abstract Number 273, Town of Addison, Dallas County, Texas, and being part of Lot 1 of WATSON SUBDIVISION, an addition to the Town of Addison, Texas, as recorded in Volume 79063, Page 2188 of the Deed Records, Dallas County, Texas (D.R.D.C.T.) said tract also being part of that tract of land described in deed to VNC, INC., as recorded in Volume 2004074, Page 64, D.R.D.C.T., and being more particularly described as follows:

BEGINNING at a point for the most northerly southwest corner of said Lot 1, said corner also being the most northerly corner of a corner clip for the intersection of the east right-of-way line of Surveyor's Boulevard (a variable width right-of-way) as dedicated by DEDICATION PLAT OF SURVEYOR BOULEVARD IN ADDISON WEST INDUSTRIAL PARK, an addition to the Town of Addison, Texas, as recorded in Volume 72121, Page 2467, D.R.D.C.T., and the north right-of-way line of Belt Line Road (a variable width right-of-way);

THENCE North 00 degrees 22 minutes 12 seconds West, with said east right-of-way line of Surveyor's Boulevard and with the west line of said Lot 1, a distance of 11.94 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 South 56 degrees 40 minutes 20 seconds East, departing said east right-of-way line of Surveyor's Boulevard and said west line of said Lot 1, a distance of 44.39 feet to a 1/2-inch set iron rod with cap for corner on said north right-of-way line of Belt Line Road and on the south line of said Lot 1, said corner also being on a circular curve to the left having a radius of 1,960.08 feet, whose chord bears South 67 degrees 29 minutes 33 seconds West, a distance of 8.06 feet;

THENCE Southwesterly, with said north right-of-way line of Belt Line Road, with said south line of Lot 1 and with said curve, through a central angle of 00 degrees 14 minutes 08 seconds, an arc distance of 8.06 feet to a point for the most southerly southwest corner of said Lot 1, and the most southerly corner of the aforementioned corner clip;

### PARCEL 26R

0.0074 ACRE (324 SQUARE FOOT)
RIGHT OF WAY
OUT OF
LOT 1 OF WATSON SUBDIVISION
TOWN OF ADDISON, DALLAS COUNTY, TEXAS

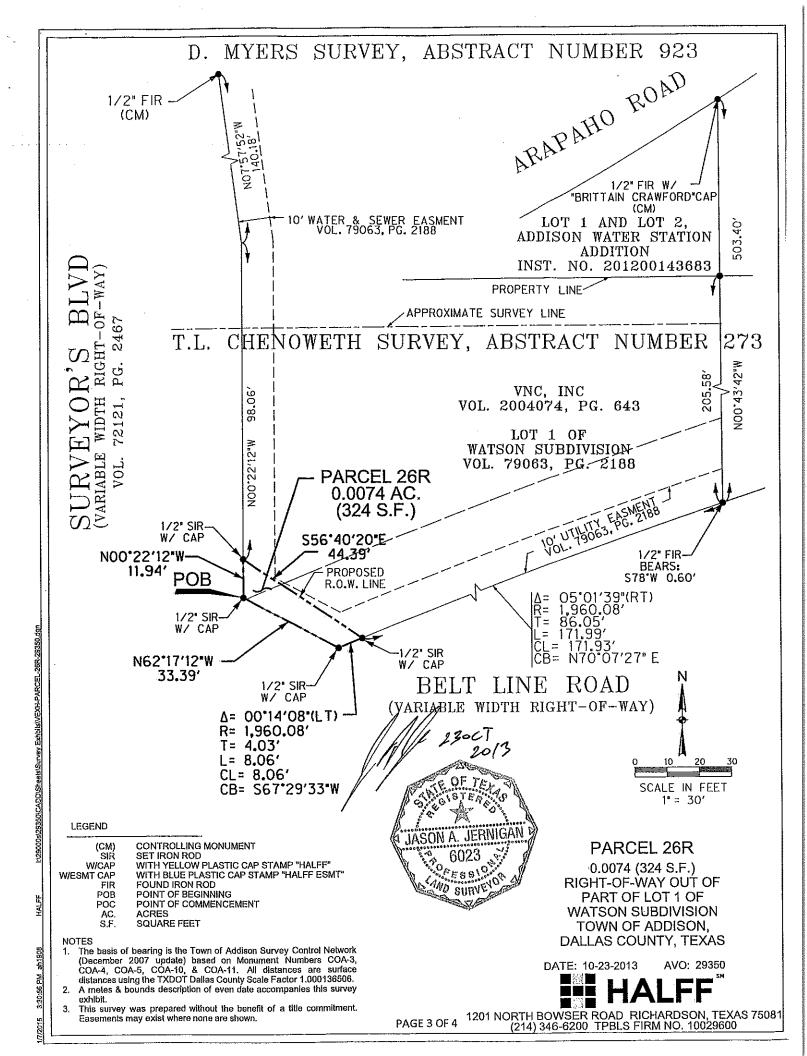
THENCE North 62 degrees 17 minutes 12 seconds West, along said corner clip, a distance of 33.39 feet to the POINT OF BEGINNING and containing 0.0074 of an acre (324 square feet) of land, more or less.

### NOTES:

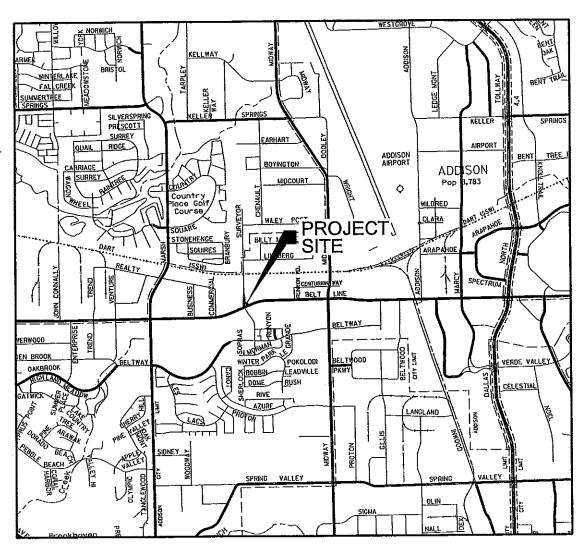
The basis of bearing is the Town of Addison Survey Control Network (December 2007 update) based on Monument Numbers COA-3, COA-4, COA-5, COA-10, & COA-11. All distance are surface distances using the TXDOT Dallas County Scale Factor 1.000136506.

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

NOTE: THE COMPANY IS PROMISITED 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 CORPECT, BUT IS MADE SOLELY FOR INFORMATIONAL AND/OR IDENTIFICATION PURPOSES AND DOES NOT OVERRIDE THE EXCEPTION CONTAINED IN SCHEDULE B ITEM 2 HEREIN.







NOT TO SCALE

H290005/29350/CADDISheels/Survey Exhbits/VEXH-LOCATOR-26R-29350.dgn

HALFF

3:30:27 PM ah1908

### PARCEL 26R

0.0074 (324 S.F.)
RIGHT-OF-WAY OUT OF
PART OF LOT 1 OF
WATSON SUBDIVISION
TOWN OF ADDISON,
DALLAS COUNTY, TEXAS

DATE: 10-23-2013 AVO: 29350



PAGE 4 OF 4

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

### **SCHEDULE B**

File No.: 14766-13-00761 Policy No.: 2015-O-14766-13-00761

### **EXCEPTIONS FROM COVERAGE**

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of the terms and conditions of the leases and easements, if any, shown in Schedule A, and the following matters:

- 1. The following restrictive covenants of record itemized below: This item is hereby deleted in its entirety.
- 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.
- 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 right of access to that area or easement along and across that area.
- 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.
- 6. The following matters and all terms of the documents creating or offering evidence of the matters (The Company must insert matters or delete this exception).
  - a. Visible and apparent easements on or across the property covered by this policy which may not appear of record.
  - b. 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.
  - c. 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.

FORM T-1: Owner's Policy of Title Insurance Schedule B

### **SCHEDULE B**

(Continued)

File No.: 14766-13-00761

Policy No.: 2015-O-14766-13-00761

- d. 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.
- e. 10-foot Utility Easement in Easterly portion of property;
  10-foot Water and Sewer Easement in Westerly portion of property;
  all as shown on the map/plat recorded in Volume 79063, Page 2188, Map/Plat Records, Dallas County, Texas.
- f. Sanitary Sewer Easement granted to the City of Addison, recorded in Volume 69232, Page 658, Dallas County, Texas.
- g. Underground Utility Easement granted to the City of Addison, recorded in Volume 78142, Page 2920,
   Dallas County, Texas.
- h. Terms and provisions of Memorandum of Agreement for Hotel/Motel Bulk Services Agreement between VNC, Inc. (Owner) and Comcast of Texas II, Inc. (the Company), recorded in Volume 2005034, Page 1490, Dallas County, Texas.
- i. All oil, gas, sulphur and other mineral interests, including, but not limited to, leasehold and royalty interest, in the above described land.
- j. Rights of tenants in possession, as tenants only, under any unrecorded leases or rental agreements.
- k. Section 14 of the Conditions of this policy is hereby deleted.

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 <i>no longer</i> our customer, we continue to share your information as described in this notice.
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons North American Title Group, Inc. Family of Companies ("NATG") choose to share; and whether you can limit this sharing.

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

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

Who we are	
Who is providing this notice?	The North American Title Group, Inc. Family of Companies (identified below), such as home owners insurance and home mortgage companies.
What we do	
How does NATG protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does NATG collect my personal	We collect your personal information, for example, when you
information?	apply for financing or provide employment information
	provide account information or show your government issued ID
	give us your contact information
	We also collect your personal information from others, such as credit bureaus, affiliates or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only
	sharing for affiliates' everyday business purposes—information about your creditworthiness
	affiliates from using your information to market to you
	sharing for nonaffiliates to market to you
Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies.  • Our affiliates include the companies listed below.
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies.  Nonaffiliates we share with can include collection agencies, IT service providers, companies that perform marketing services on our or their own behalf, consumer reporting agencies, and others.
	NATG does not share with nonaffiliates so they can market to you.
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you.  NATG doesn't jointly market.

Our Affiliates. The North American Title Group, Inc. Family of Companies is:

North American Title Company North American Title Insurance Company North American Title Alliance, LLC North American Title Florida Alliance, LLC North American Services, LLC North American Title Agency North American Abstract Agency NASSA, LLC North American Title, LLC North American Advantage Insurance Services, LLC North American National Title Solutions, LLC North American Exchange Company

## 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.

### **ELECTRONICALLY RECORDED 201500107980** 04/29/2015 12:43:53 PM DEED 1/8

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

### DEED

(SURFACE ESTATE ONLY)

NAT-14766-13-0061

STATE OF TEXAS

888

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF DALLAS

DATE:

December 19 ,2014

GRANTOR: VNC, Inc., a Texas, corporation

4005 Belt Line Road Addison, TX 75001 (Dallas County)

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

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

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

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

Filed and Recorded Official Public Records John F. Warren, County Clerk Dallas County, TEXAS 04/29/2015 12:43:53 PM \$54.00 201500107980



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

### DEED (SURFACE ESTATE ONLY)

NAT +4966 B 00201

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF DALLAS

DATE:

December 19, 2014

§

**GRANTOR:** VNC, Inc., a Texas corporation

4005 Belt Line Road Addison, TX 75001 (Dallas County)

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

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

unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

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

**GRANTOR:** 

VNC, Inc., a Texas corporation:

by: Vernali Patel, President

**GRANTEE:** 

Town of Addison, Texas:

Lea Dunn, City Manager

Acknowledgments

State of Texas, County of Dallas:

Before me, the undersigned authority, on this day personally appeared Vanmali Patel, as President of VNC, Inc., a Texas corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and on behalf of said entity.

Given under my hand and seal of office this 19th day of December, 2014.

(seal)



Notary Public, State of Texas

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, in the capacity therein stated and on behalf of said entity.

Given under my hand and seal of office this 19th day of Vanuary, 2014.

CHILSLA GONZALEZ
Notary Public, Star of Texas
My Commission Expires
February 14, 2018

Notary Public, State of Texas

(seal)

### **EXHIBIT "A"**

### PARCEL 26R

0.0074 ACRE (324 SQUARE FOOT)
RIGHT OF WAY
OUT OF
LOT 1 OF WATSON SUBDIVISION
TOWN OF ADDISON, DALLAS COUNTY, TEXAS

BEING A 324 square foot tract of land situated in the T. L. Chenoweth Survey, Abstract Number 273, Town of Addison, Dallas County, Texas, and being part of Lot 1 of WATSON SUBDIVISION, an addition to the Town of Addison, Texas, as recorded in Volume 79063, Page 2188 of the Deed Records, Dallas County, Texas (D.R.D.C.T.) said tract also being part of that tract of land described in deed to VNC, INC., as recorded in Volume 2004074, Page 64, D.R.D.C.T., and being more particularly described as follows:

BEGINNING at a point for the most northerly southwest corner of said Lot 1, said corner also being the most northerly corner of a corner clip for the intersection of the east right-of-way line of Surveyor's Boulevard (a variable width right-of-way) as dedicated by DEDICATION PLAT OF SURVEYOR BOULEVARD IN ADDISON WEST INDUSTRIAL PARK, an addition to the Town of Addison, Texas, as recorded in Volume 72121, Page 2467, D.R.D.C.T., and the north right-of-way line of Belt Line Road (a variable width right-of-way);

THENCE North 00 degrees 22 minutes 12 seconds West, with said east right-of-way line of Surveyor's Boulevard and with the west line of said Lot 1, a distance of 11.94 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 South 56 degrees 40 minutes 20 seconds East, departing said east right-of-way line of Surveyor's Boulevard and said west line of said Lot 1, a distance of 44.39 feet to a 1/2-inch set iron rod with cap for corner on said north right-of-way line of Belt Line Road and on the south line of said Lot 1, said corner also being on a circular curve to the left having a radius of 1,960.08 feet, whose chord bears South 67 degrees 29 minutes 33 seconds West, a distance of 8.06 feet;

THENCE Southwesterly, with said north right-of-way line of Belt Line Road, with said south line of Lot 1 and with said curve, through a central angle of 00 degrees 14 minutes 08 seconds, an arc distance of 8.06 feet to a point for the most southerly southwest corner of said Lot 1, and the most southerly corner of the aforementioned corner clip;

### PARCEL 26R

0.0074 ACRE (324 SQUARE FOOT)
RIGHT OF WAY
OUT OF
LOT 1 OF WATSON SUBDIVISION
TOWN OF ADDISON, DALLAS COUNTY, TEXAS

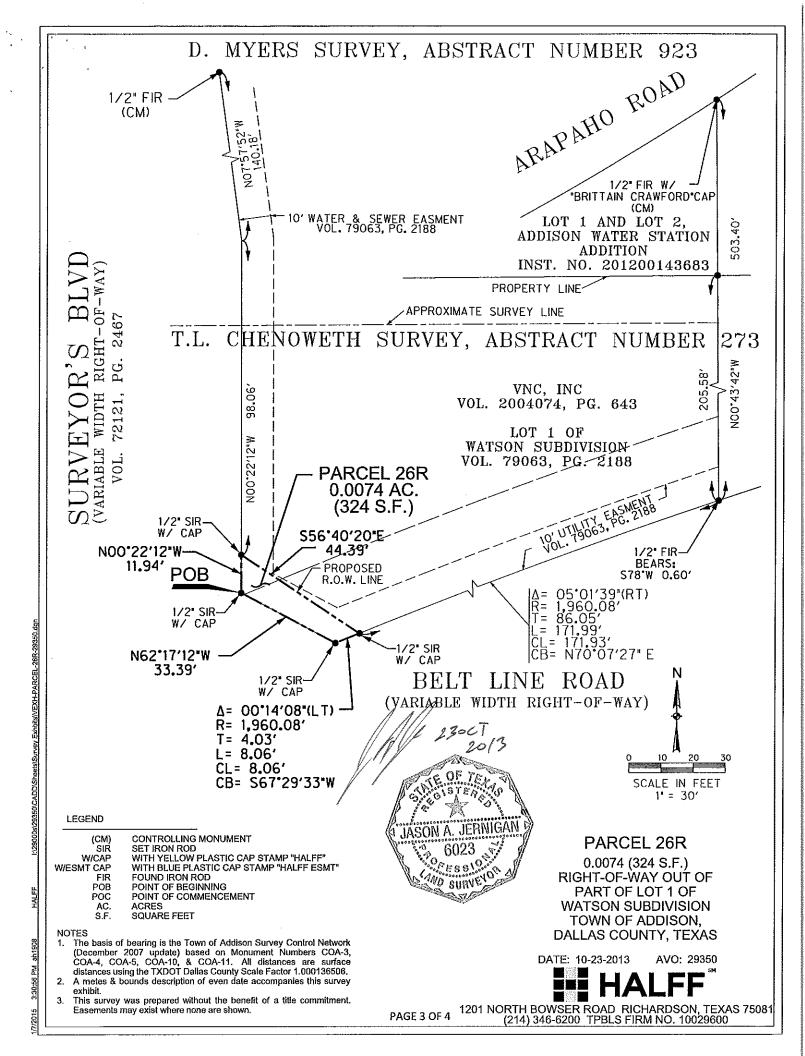
THENCE North 62 degrees 17 minutes 12 seconds West, along said corner clip, a distance of 33.39 feet to the POINT OF BEGINNING and containing 0.0074 of an acre (324 square feet) of land, more or less.

### 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.





NOT TO SCALE

### PARCEL 26R

0.0074 (324 S.F.)
RIGHT-OF-WAY OUT OF
PART OF LOT 1 OF
WATSON SUBDIVISION
TOWN OF ADDISON,
DALLAS COUNTY, TEXAS

DATE: 10-23-2013 AVO: 29350



PAGE 4 OF 4

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

W. A. W. A.			
	•		



A.				B. TYPE OF L	OAN
U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT SETTLEMENT STATEMENT		1. FHA	2. FmHA	3. Conv. Un	ins. 4. VA 5. Conv. Ins.
		6. FILE NUM 14766-13-			ÓAN NUMBER:
C. NOTE: This form is furnished to give you Items marked "[POC]" were paid of	a statement of actual settle outside the closing; they ar	ement costs. Ame e shown here for	ounts paid to a informational p	nd by the settleme purposes and are n	nt agent are shown. not included in the totals. 1.0 3/98 (14766-13-00761/50)
D. NAME AND ADDRESS OF BUYER: Town of Addison, Texas	E. NAME AND ADD VNC, Inc. 4005 Belt Line Ro Addison, TX 750	oad	R:	F. NAME AND A	ADDRESS OF LENDER:
G. PROPERTY LOCATION: Town of Addison Parcel 26R	H. SETTLEMENT A North American 1		58-24510	)20	I. SETTLEMENT DATE: April 13, 2015
Addison, TX 00000 Dallas County, Texas Lot 1, Watson, Addison, Dallas County, TX	PLACE OF SETTLE 2813 S. Hulen St Ft. Worth, TX 76	., Suite 100			DISBURSEMENT DATE: April 13, 2015
		11		TABLE OF SELLER	TIC TRANSACTION

J. SUMMARY OF BUYER'S TRANSAC	CTION
100. GROSS AMOUNT DUE FROM BUYER:	
101. Contract sales price	2,182.00
102. Personal property	
103. Settlement charges to buyer (line 1400)	792.00
104.	
105.	
Adjustments for items paid by seller in advance	
106. City/Town taxes	
107. County taxes	
108. Assessments	
109.	
110.	
111.	
112.	
120. GROSS AMOUNT DUE FROM BUYER	2,974.00
200. AMOUNTS PAID BY OR IN BEHALF OF BUYER:	
201. Deposit or earnest money	
202. Principal amount of new loan(s)	
203. Existing loan(s) taken subject to	
204.	
205.	
206.	
207. Fundas already paid to seller	2,182.00
208. Seller Paid Owners Policy	
209. Seller paid Closing Costs	
Adjustments for items unpaid by seller	
210. City/Town taxes	
211. County taxes	
212. Assessments	
213.	
214.	
215. Option Fee Credit	
216.	
217.	
218.	
219.	
220. TOTAL PAID BY/FOR BUYER	2,182.00
300. CASH AT SETTLEMENT FROM/TO BUYER:	
301. Gross amount due from Buyer (Line 120)	2,974.00
302. Less amount paid by/for Buyer (Line 220)	( 2,182.00)
303. CASH FROM BUYER	792.00

K. SUMMARY OF SELLER'S TRANSAC	TION
400. GROSS AMOUNT DUE TO SELLER:	
401. Contract sales price	2,182.00
402. Personal property	
403.	
404.	
405.	
Adjustments for items paid by seller in advance	
406. City/Town taxes	
407. County taxes	
408. Assessments	
409.	
410.	
411.	
412.	
420. GROSS AMOUNT DUE TO SELLER	2,182.00
500. REDUCTIONS IN AMOUNT DUE TO SELLER:	
501. Excess deposit (see instructions)	
502. Settlement charges to seller (line 1400)	
503. Existing loan(s) taken subject to	
504. Payoff of first mortgage loan	
505. Payoff of second mortgage loan	
506.	
507.	
508. Seller Paid Owners Policy	
509. Seller paid Closing Costs	
Adjustments for items unpaid by seller	
510. City/Town taxes	
511. County taxes	
512. Assessments	
513.	
514.	
515. Option Fee Credit	
516.	
517.	
518.	
519.	
520. TOTAL REDUCTION AMOUNT DUE SELLER	0.00
600. CASH AT SETTLEMENT TO/FROM SELLER:	
601. Gross amount due to Seller (Line 420)	2,182.00
602. Less reductions due Seller (Line 520)	( 0.00)
603. ÇASH TO SELLER	2,182.00

To the best of my knowledge, the HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds received to be disbursed in accordance with this statement.

North American Title Company, Settlement Agent

L. SETTLEMENT CHARGES		······································
700. TOTAL COMMISSION Based on Price \$ @ %	PAID FROM	PAID FROM
Division of Commission (line 700) as Follows:	BUYER'S	SELLER'S FUNDS AT
701. to	FUNDS AT SETTLEMENT	SETTLEMENT
702. to		
703. Commission Paid at Settlement  The following persons, firms or corporations received a portion of the real estate commission amount shown above:		
		.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
704. to 800. ITEMS PAYABLE IN CONNECTION WITH LOAN	1	·
801. Loan Origination Fee % to		
802. Loan Discount % to		
803. Appraisal fee to		
804. Credit report to		
805. Lender's inspection fee to		
806. Mortgage insurance application fee to		
807. Assumption fee to		<del>-</del>
808. to 809.		
809. to 810. to		
811. to		
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE		····
901. Interest From 04/13/15 to 05/01/15 @ \$ /day ( 18 days %)		
902. Mortgage insurance premium for month to		
903. Hazard insurance premium for year to		
904. for year to		
905. to		
1000. RESERVES DEPOSITED WITH LENDER 1001. Hazard insurance Months @ \$ per Month	11	
1001. Hazard insurance Months @ \$ per Month 1002. Mortgage insurance Months @ \$ per Month		
1003. City property taxes Months @ \$ per Month		
1004. County property taxes Months @ \$ per Month		
1005. Annual assessments Months @ \$ per Month		
1006. Months @ \$ per Month		
1007. Months @ \$ per Month		
1008. Months @ \$ per Month		····
1100. TITLE CHARGES		
1101. Settlement or closing fee to North American Title Company 1102. Abstract or title search to North American Title Company		
1102. Abstract or title search to North American Title Company  1103. Title examination to North American Title Company		
1104. Title insurance binder to North American Title Company	-	
1105. Document preparation to		
1106. Courtesy Signing Fee to (Third Party)		
1107. Attorney's fees to Winstead PC		
(includes above item numbers:		
1108. Title insurance to North American Title Company	238.00	
(includes above item numbers:		
1109. Lender's coverage	<del> </del>	
1110. Owner's coverage \$ 2,182.00 238.00		
1111. Courier\Overnight Delivery to 1112. Document Download Fee to		
1113. Tax Certificate to		
1114. Court Copy Costs to Reimbursement		
1115. Escrow Fee to North American Title Company	500.00	
1116. E Recard Fee to NATC fbo Simplifile POC by NATC/\$4 per Doc		
1117, P-24 Premium Split Disclosure to		
to the same of the		
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES	F 7 65 1	
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES       1201. Recording fees: Deed \$ 54.00; Mortgage ; Releases	54.00	
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES       1201. Recording fees: Deed \$54.00; Mortgage ; Releases       1202. City/County tax/stamps: Deed ; Mortgage	54.00	
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES       1201. Recording fees: Deed \$54.00; Mortgage ; Releases       1202. City/County tax/stamps: Deed ; Mortgage       1203. State tax/stamps: Deed ; Mortgage	54.00	
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES       1201. Recording fees: Deed \$54.00; Mortgage ; Releases       1202. City/County tax/stamps: Deed ; Mortgage       1203. State tax/stamps: Deed ; Mortgage       1204. to	54.00	
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES       1201. Recording fees: Deed \$54.00; Mortgage ; Releases       1202. City/County tax/stamps: Deed ; Mortgage       1203. State tax/stamps: Deed ; Mortgage       1204. to       1205. to	54.00	
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES  1201. Recording fees: Deed \$54.00; Mortgage ; Releases  1202. City/County tax/stamps: Deed ; Mortgage  1203. State tax/stamps: Deed ; Mortgage  1204. to  1205. to  1300. ADDITIONAL SETTLEMENT CHARGES	54.00	
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES  1201. Recording fees: Deed \$54.00; Mortgage ; Releases  1202. City/County tax/stamps: Deed ; Mortgage  1203. State tax/stamps: Deed ; Mortgage  1204. to  1205. to  1300. ADDITIONAL SETTLEMENT CHARGES  1301. Survey to	54.00	
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES  1201. Recording fees: Deed \$54.00; Mortgage ; Releases  1202. City/County tax/stamps: Deed ; Mortgage  1203. State tax/stamps: Deed ; Mortgage  1204. to  1205. to  1300. ADDITIONAL SETTLEMENT CHARGES  1301. Survey to	54.00	
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES  1201. Recording fees: Deed \$54.00; Mortgage; Releases  1202. City/County tax/stamps: Deed ; Mortgage  1203. State tax/stamps: Deed ; Mortgage  1204. to  1205. to  1300. ADDITIONAL SETTLEMENT CHARGES  1301. Survey to  1302. Pest inspection to	54.00	
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES  1201. Recording fees: Deed \$54.00; Mortgage ; Releases  1202. City/County tax/stamps: Deed ; Mortgage  1203. State tax/stamps: Deed ; Mortgage  1204. to  1205. to  1300. ADDITIONAL SETTLEMENT CHARGES  1301. Survey to  1302. Pest inspection to	792.00	0.00

POC B = Paid Outside of Closing by Borrower/Buyer
POC S = Paid Outside of Closing by Seller
POC L = Paid Outside of Closing by Lender

Buyer: Town of Addison

Selter: VNC, Inc. 4005 Bell Line Road Addison, TX 75001

Property Location: City Parcel 26R, Addison, TX 00000 Settlement Agent: North American Title Company

Escrow No.: 14766-13-00761 Settlement Date: April 13, 2015

The undereigned Buyer/Borrower hereby acknowledges receipt of a completed copy of pages 1, 2, & 3 of this HUD-1 Settlement Statement & any attachments referred to herein. The undereigned Settler(s) hereby acknowledges receipt of a completed copy of pages 1 & 2 of this HUD-1 Settlement Statement & any attachments referred to herein.

I have carefully reviewed this HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my appount or by me in this transaction.

Seller VNC, Inc., a Texas corporation

nowledge, the HUD-15 seltement Statement which I have prepared is a frue and accurate account of this transaction. I have the funds received to be disbursed in accordance with this statement. To the bost of my knowledge, the HUD-1 caused or will cause the funds received

North American Title Company, Settlement Agent