



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

LETTER OF TRANSMITTAL

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

Date: January 29, 2015

Project: Town of Addison, Belt Line Road
Project – Phase I

From: John Howell

AVO: 29350

Email: jhowell@halff.com

Parcel: 31E Garwell Limited Partnership
4019 Belt Line Road

WE ARE SENDING YOU

Attached Under separate cover via ___ the following:

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

VIA: Hand Delivery US Postal Service Courier Overnight Express

THESE ARE TRANSMITTED as checked below:

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

ITEMS SENT:

- **Original Easement for Utilities**
- **Copy of Town of Addison Sales Agreement**

COMMENTS:

Please sign and return. Funding Package will be submitted upon receipt of signed Easement for Utilities along with closing instructions for the title company.
Let us know if you have any questions.

Thanks!

SIGNED: Gary Leuba

COPIES:

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

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:

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

EASEMENT FOR UTILITIES

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

DATE: 11/26/14, 2014

GRANTOR: Garwell Limited Partnership, an Oklahoma limited partnership
15800 Dooley Road, Suite 150
Addison, TX 75001
Attn: Mr. Scott Buzzell
(Dallas County, Texas)

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

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, manhole vents,*

lateral line connections, and junction boxes (collectively, the "Facilities"), and customary uses attendant thereto."

RESERVATIONS FROM CONVEYANCE:

None.

EXCEPTIONS TO WARRANTY:

None.

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

TERMS AND CONDITIONS:

1. *Character of Easement.* The Easement is exclusive and irrevocable. The Easement is for the benefit of Grantee and Grantee's heirs, successors and assigns.
2. *Duration of Easement.* The duration of the Easement is perpetual.
3. *Reservation of Rights.* Grantor reserves for Grantor and Grantor's heirs, successors and assigns the right to use all or part of the Easement Property in conjunction with Grantor as long as such use by Grantor and Grantor's heirs, successors and assigns does not interfere with the use of the Easement Property by Grantee and Grantee's successors and assigns.
4. *Improvement and Maintenance of Easement Property.* Grantor agrees, for the consideration set forth herein, not to construct or place within the Easement Property any buildings, structures, fences, or other improvements of any nature whatsoever, or any shrubs, trees or other growth of any kind, or otherwise interfere with the Easement, without the prior written consent of Grantee. Grantee shall have the right to remove, and keep removed, all or parts of any building, structure, fence, or other improvement, or any shrub, tree, or other growth, of any character that is located within the Easement Property and which, in the judgment of Grantee, may endanger or in any way interfere with the construction, efficiency, or convenient and safe operation and maintenance of the Easement or the Facilities described herein or the exercise of Grantee's rights hereunder. Grantee, its heirs, successors and assigns and its officers, employees, contractors, and licensees shall at all times have the right and privilege to access the Easement Property for the Easement Purpose.

5. *Equitable Rights of Enforcement.* This Easement may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm, and will be obtainable only by the parties or to those benefited by this agreement; provided, however that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law, in equity, or otherwise.
6. *Binding Effect.* This Easement for Utilities agreement binds and inures to the benefit of the Grantor and Grantor's heirs, successors and assigns and the Grantee and Grantee's, heirs, successors and assigns.
7. *Choice of Law.* This Easement for Utilities agreement shall be construed under the laws of the State of Texas, without regard to choice-of-law rules of any jurisdiction. Venue for all suits, matters, claims, or proceedings hereunder lies exclusively in Dallas County, Texas.
8. *Waiver of Default.* It is not a waiver of or consent to default if the nondefaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any rights or remedies set forth in this Easement for Utilities agreement does not preclude pursuit of any other rights or remedies in this Easement for Utilities agreement or provided by law, in equity, or otherwise.
9. *Integration.* This Easement for Utilities agreement contains the complete agreement of the parties with respect to the matters set forth herein and cannot be varied except by written agreement of the parties. The parties agree that there are no oral agreements, representations or warranties that are not expressly set forth in this Easement for Utilities agreement.
10. *Legal Construction.* If any provision of this Easement for Utilities agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof, and this Easement for Utilities agreement will be construed as if the unenforceable provision had never been a part of the agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Article and section headings in this Easement for Utilities agreement are for reference only and are not intended to restrict or define the text of any section. This Easement for Utilities agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.
11. *Notices.* Any notice, demand, request or communication required or permitted under this Easement for Utilities agreement shall be in writing, addressed as provided hereinafter to the party to whom the notice or request is given, and shall be either (i) delivered personally, (ii) sent by United States certified mail, postage prepaid, return receipt requested, or (iii) placed in the custody of Federal Express Corporation or other nationally recognized carrier to be delivered overnight. Notice shall be deemed given: when received if delivered personally; forty-

eight (48) hours after deposit if sent by mail; and twenty-four (24) hours after deposit if sent by Federal Express or other nationally recognized carrier. Address for notice are as follows:

To Grantor:

Garwell Limited Partnership
15800 Dooley Road, Suite 150
Addison, TX 75001
Attn: Mr. Scott Buzzell

To Grantee:

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

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

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

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


MISCELLANEOUS:

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

EXECUTED effective as of the date first written above.

GRANTOR:

Garwell Limited Partnership, an Oklahoma
limited partnership

By: 
Rex Nichols, General Partner

GRANTEE:

Town of Addison, Texas

By: 
Lea Dunn, City Manager

ACKNOWLEDGMENTS

STATE OF TEXAS §

COUNTY OF DALLAS §

Before me, the undersigned authority, on this day personally appeared Rex Nichols, a General Partner of Garwell Limited Partnership, an Oklahoma limited partnership, 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.

[SEAL]
2014.

Given under my hand and seal of office this 26th day of November,



Margaret L. Collingwood
Notary Public, State of Texas

Print Name: MARGARET L. COLLINGWOOD

My commission expires: 08/27/16

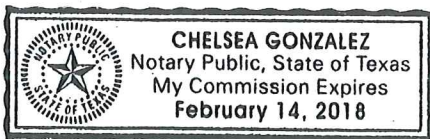
STATE OF TEXAS §

COUNTY OF DALLAS §

Before me, the undersigned authority, on this day personally appeared Lea Dunn, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

[SEAL]
2014.

Given under my hand and seal of office this 5th day of February,



Chelsea Gonzalez
Notary Public, State of Texas

Print Name: Chelsea Gonzalez

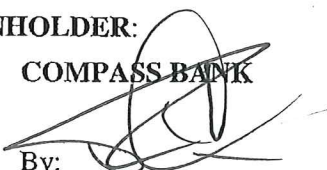
My commission expires: Feb. 14, 2018

Consent and Subordination by Lienholder

Lienholder, the undersigned COMPASS BANK (formed and operating under the laws of the State of Alabama), whose address is 8080 N. Central Expressway, Suite 9250, Dallas, Texas 75206, as the holder of [a] lien[s] on the Easement Property, consents to the terms of the above grant of Easement, including the terms and conditions of the grant and all provisions of this Easement for Utilities, 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.

LIENHOLDER:

COMPASS BANK



By: _____

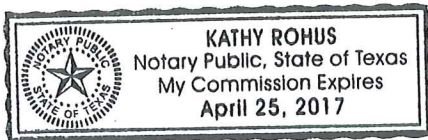
Typed/printed name: ROBERT G. ADAMS

Title: SENIOR VICE PRESIDENT

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

Before me, the undersigned authority, on this day personally appeared Robert G. Adams, 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.

[SEAL] Given under my hand and seal of office this 10th day of November 2014.



Kathy Rohus

Notary Public, State of Texas

Print Name: Kathy Rohus

My commission expires: 4-25-17

EXHIBIT "A"
TO EASEMENT FOR UTILITIES

[Description of Easement Property]

PARCEL 31E
0.0231 ACRE (1,006 SQUARE FOOT)
EASEMENT
OUT OF LOT 4A
AVIS LUBE
TOWN OF ADDISON, DALLAS COUNTY, TEXAS

BEING a 1,006 square foot tract of land situated in the D. MYERS SURVEY, Abstract Number 923, Town of Addison, Dallas County, Texas, and being part of Lot 4A of AVIS LUBE, an addition to the Town of Addison, Texas, as recorded in Volume 88229, Page 517, of the Deed Records of Dallas County, Texas (D.R.D.C.T.), said tract also being part of that tract of land described in deed to Garwell Limited Partnership as recorded in Instrument No. 200600409715, of the Deed Records of Dallas County, Texas, and being more particularly described as follows:

BEGINNING at a point on the north right-of-way line of Belt Line Road (a variable width right-of-way) for the southeast corner of said Lot 4-A, said corner being the point of curvature of a non-tangent circular curve to the left having a radius of 1,960.08 feet and a chord that bears South 80 degrees 52 minutes 01 second West a distance of 100.64 feet, and from which point a 1/2-inch found iron rod bears North 10 degrees West 0.4 of a foot;

THENCE Southwesterly, with said north right-of-way line of Belt line Road and with said curve, through a central angle of 02 degrees 56 minutes 31 seconds, an arc distance of 100.65 feet to a point for the southwest corner of said Lot 4-A and the southeast corner of Lot 1 of WATSON AND TAYLOR SUBDIVISION, an addition to the Town of Addison, Texas, as recorded in Volume 78082, Page 0899, D.R.D.C.T., and from which point a 1/2-inch found iron rod bears North 00 degrees 43 minutes 42 seconds West 0.15 of a foot;

THENCE North 00 degrees 43 minutes 42 seconds West, departing said north right-of-way line of Belt Line Road, with the west line of said Lot 4-A and with the east line of said Lot 1, a distance of 10.15 feet to a point (unable to set) for corner, said corner being the point of curvature of a non-tangent circular curve to the right having a radius of 1,970.08 feet and a chord that bears North 80 degrees 54 minutes 36 seconds East a distance of 100.63 feet;

THENCE Northeasterly, departing said west line of Lot 4-A and said east line of Lot 1, over and across said Lot 4-A and with said curve, through a central angle of 02 degrees 55 minutes 37 seconds, an arc distance of 100.64 feet to a 1/2-inch set iron rod with a blue plastic cap stamped "HALFF ESMT" for corner on the east line of said Lot 4-A;

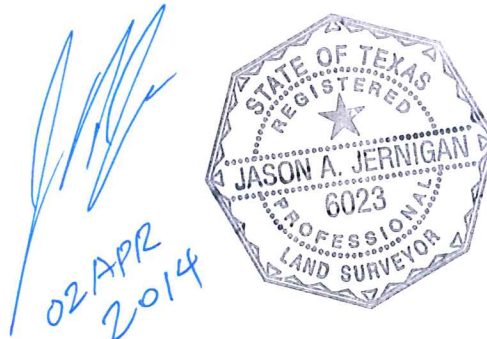
PARCEL 31E
0.0231 ACRE (1,006 SQUARE FOOT)
EASEMENT
OUT OF LOT 4A
AVIS LUBE
TOWN OF ADDISON, DALLAS COUNTY, TEXAS

THENCE South 00 degrees 41 minutes 09 seconds East, with said east line of Lot 4-A, a distance of 10.07 feet to the POINT OF BEGINNING and containing 0.0231 of an acre (1,006 square feet) of land, more or less;

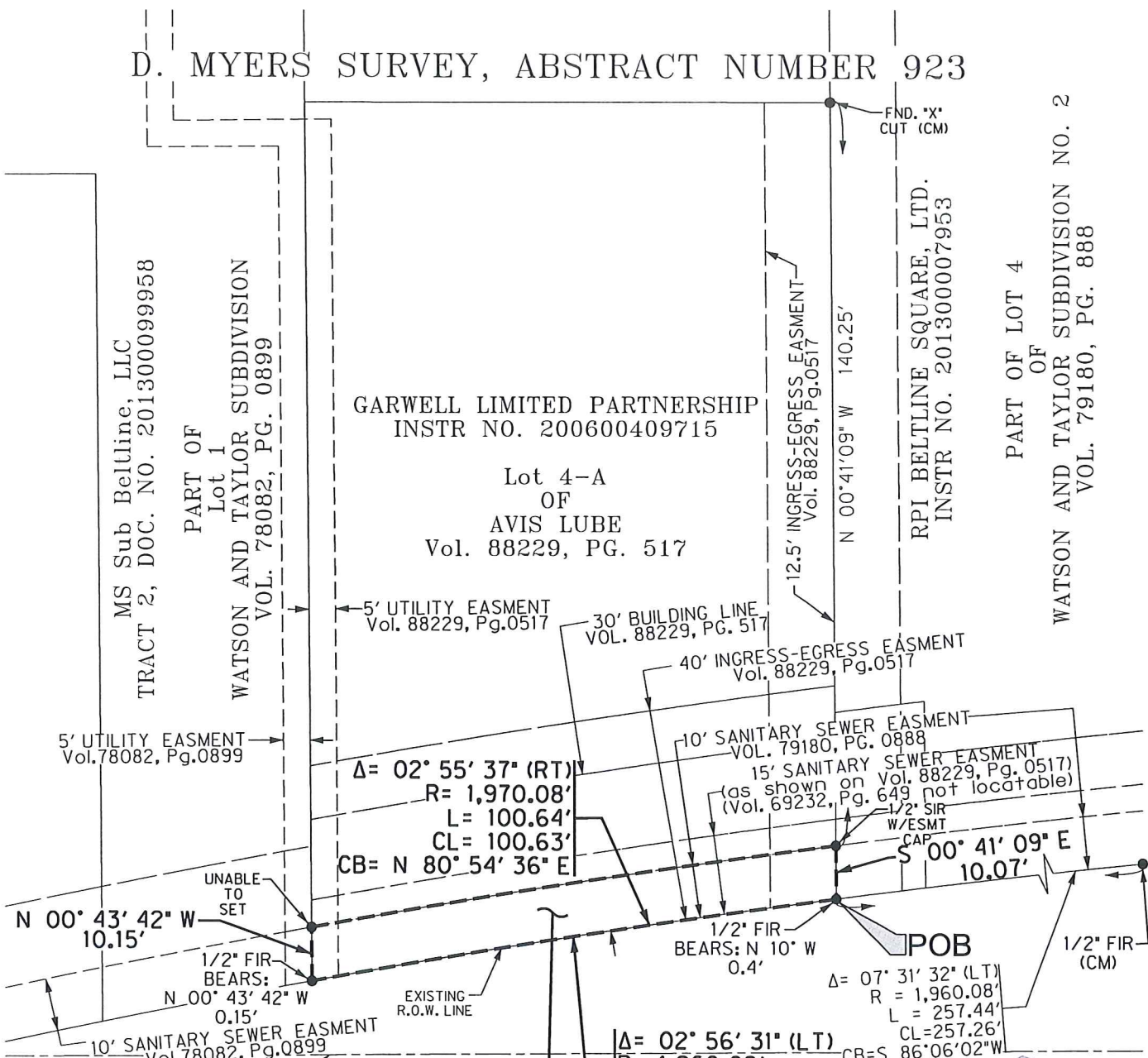
NOTES:

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.



D. MYERS SURVEY, ABSTRACT NUMBER 923



MS Sub Bellline, LLC
TRACT 2, DOC. NO. 201300099958

PART OF
Lot 1
WATSON AND TAYLOR SUBDIVISION
VOL. 78082, PG. 0899

GARWELL LIMITED PARTNERSHIP
INSTR NO. 200600409715

Lot 4-A
OF
AVIS LUBE
Vol. 88229, PG. 517

FND. *X*
CLUT (CM)

RPI BELTLINE SQUARE, LTD.
INSTR NO. 201300007953

PART OF LOT 4
OF
WATSON AND TAYLOR SUBDIVISION NO. 2
VOL. 79180, PG. 888

5' UTILITY EASMENT
Vol. 78082, Pg. 0899

5' UTILITY EASMENT
Vol. 88229, Pg. 0517

30' BUILDING LINE
VOL. 88229, PG. 517

12.5' INGRESS-EGRESS EASMENT
Vol. 88229, Pg. 0517

N 00° 41' 09" W 140.25'

40' INGRESS-EGRESS EASMENT
Vol. 88229, Pg. 0517

10' SANITARY SEWER EASMENT
VOL. 79180, PG. 0888

15' SANITARY SEWER EASMENT
(as shown on Vol. 88229, Pg. 0517)
(Vol. 69232, Pg. 649 not locatable)

$\Delta = 02^\circ 55' 37" (RT)$
 $R = 1,970.08'$
 $L = 100.64'$
 $CL = 100.63'$
 $CB = N 80^\circ 54' 36" E$

N 00° 43' 42" W
10.15'

UNABLE
TO
SET

1/2" FIR
BEARS:
N 00° 43' 42" W
0.15'

EXISTING
R.O.W. LINE

10' SANITARY SEWER EASMENT
Vol. 78082, Pg. 0899

1/2" FIR
BEARS: N 10° W
0.4'

POB

$\Delta = 07^\circ 31' 32" (LT)$
 $R = 1,960.08'$
 $L = 257.44'$
 $CL = 257.26'$
 $CB = S 86^\circ 06' 02" W$

$\Delta = 02^\circ 56' 31" (LT)$
 $R = 1,960.08'$
 $L = 100.65'$
 $CL = 100.64'$
 $CB = S 80^\circ 52' 01" W$

APPROXIMATE ABSTRACT LINE

BELT LINE ROAD

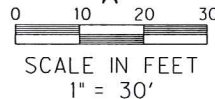
(A VARIABLE WIDTH
RIGHT-OF-WAY)

PARCEL 31E
0.0231 AC.
(1,006 S.F.)

T.L. CHENOWETH SURVEY
ABSTRACT NUMBER 273

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
AC.	ACRES
S.F.	SQUARE FEET



Handwritten signature and date: 02 APR 2014

PARCEL 31E
0.0231 AC (1,006 S.F.)
EASEMENT
OUT OF LOT 4-A
AVIS LUBE
TOWN OF ADDISON
DALLAS COUNTY, TEXAS

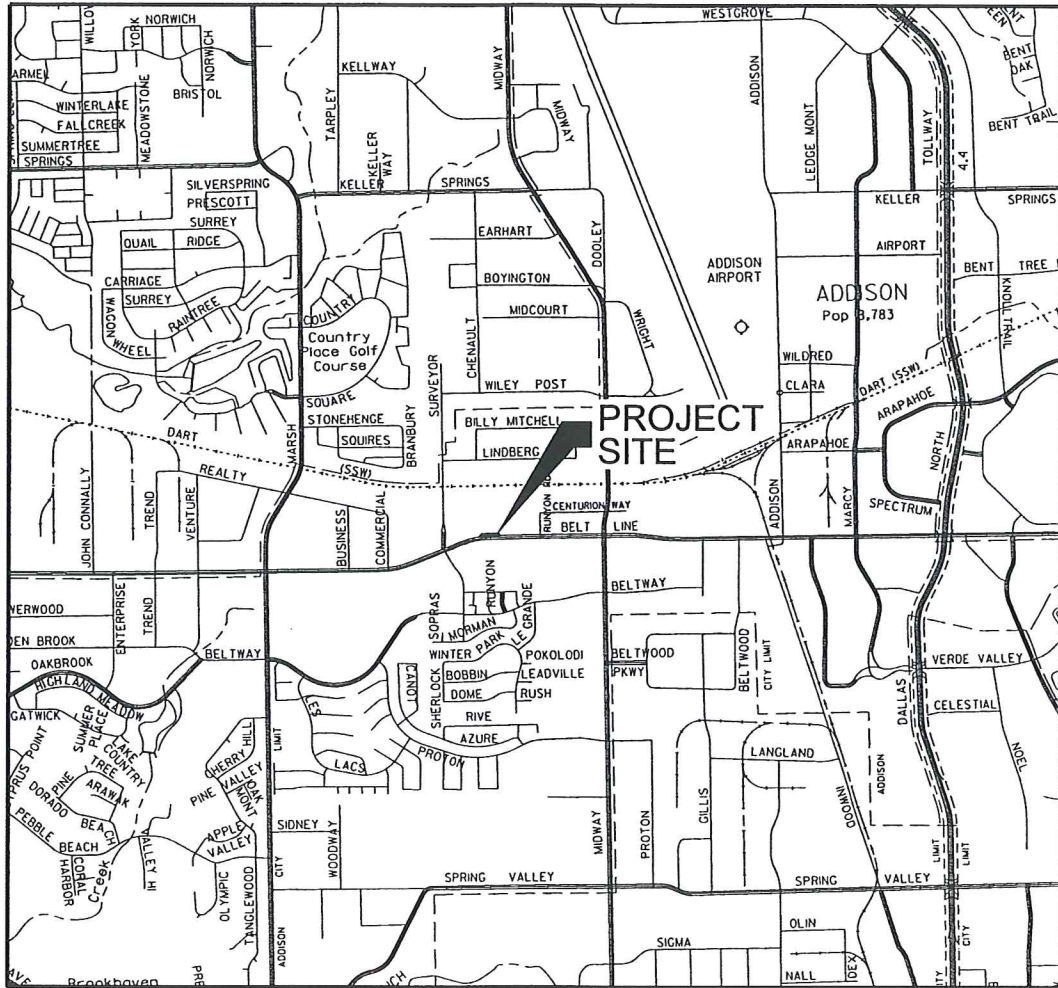
DATE: 4/2/2014 AVO: 29350



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

NOTES

- The basis of bearing is the Town of Addison Survey Control Network (December 2007 update) based on Monument Numbers COA-3, COA-4, COA-5, COA-10, & COA-11. All distances are surface distances using the TXDOT Dallas County Scale Factor 1.000136506.
- A metes & bounds description of even date accompanies this survey exhibit.



LOCATION MAP
NOT TO SCALE

PARCEL 31E
0.0231 AC (1,006 S.F.)
EASEMENT
OUT OF LOT 4-A
AVIS LUBE
TOWN OF ADDISON
DALLAS COUNTY, TEXAS
DATE: 04-02-2014 AVO: 29350



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

**TOWN OF ADDISON
SALES AGREEMENT**

STATE OF TEXAS

KNOW ALL PERSONS BY THESE PRESENTS

COUNTY OF DALLAS

That **Garwell Limited Partnership, an Oklahoma limited partnership**, hereinafter referred to as "Seller", whether one or more and the sole owner of the Property, hereby agrees to convey an Easement for Utilities 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	\$	7,750.00
• "COST TO CURE" DAMAGES	\$	<u>0.00</u>
• TOTAL CONSIDERATION/ALL CASH AT CLOSING:	\$	7,750.00

2. Seller shall deliver good and indefeasible title.

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

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

5. Consideration to be paid upon the proper execution and delivery of the Easement for Utilities 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 26 day of Nov., 2014.

SELLER:

Garwell Limited Partnership, an Oklahoma limited partnership:

by: _____

A handwritten signature in black ink, appearing to read 'Rex Nichols', is written over a horizontal line. The signature is cursive and somewhat stylized.

Rex Nichols, General Partner