



TOWN OF ADDISON  
PAYMENT AUTHORIZATION MEMO

Date: April 28, 2015 # Claim # \_\_\_\_\_ Check \$ # \$101,618.00

Vendor No. 14319  
Vendor Name North American Title Company  
Address 8070 Park Ln.  
Address Suite 200  
City & State Dallas, Texas  
Zip Code 75231

INVOICE # OR DESCRIPTION	FUND	DEPT	OBJ	PROJ	SAC	AMOUNT
	(00)	(000)	(00000)	(00000)	(000)	(\$000,000.00)
Parcel 10E & 10R GF# 14766-13-00758	40	823	56570	20124		\$23,841.00
Parcel 38R GF# 14766-13-00766	40	823	56570	20124		\$17,777.00
Parcel 46E GF# 14766-13-00772	40	823	56570	20124		\$60,000.00
					<b>TOTAL</b>	<u><u>\$101,618.00</u></u>

EXPLANATION

Parcel 10E & 10R GF# 14766-13-00758  
Parcel 38R GF# 14766-13-00766  
Parcel 46E GF# 14766-13-00772  
**Contact Shawn Chairs with confirmation of payment.**

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

Authorized Signature

Finance



April 10, 2015  
AVO 29350

Hand Delivery

Brenda McDonald  
6351 Preston Road, Ste. 350  
Frisco, TX 75034

**RE: Town of Addison, Belt Line Road Project-Phase I  
Parcel 38R (easement) Property Address – 4080 Beltline Road**

Dear Ms. McDonald:

The following documents are enclosed in support of payment in the amount of **\$17,777.00** to **North American Title Company and 4080 BLR, Ltd.:**

- Certified copy of executed Easement for Utilities and Sidewalk
- Town of Addison Sales Agreement
- Analysis of Commitment
- Title Commitment
- Administrative Settlement items (Owner's counteroffer)
- Copy of Initial Offer with certified mail receipt
- Negotiator's Certificate

The transaction is for an easement upon commercial property, and displacement will not occur. 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@half.com](mailto:vgill@half.com). Thank you.

Sincerely,

**HALFF ASSOCIATES, INC.**

  
Vickie Gill  
Title Assistant

Enclosures

*OK to fund.  
jmc  
4.10.15*

**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:**

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

**EASEMENT FOR UTILITIES AND SIDEWALK**

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

**TRUE AND CORRECT COPY**

**Signature** 

**DATE:**       April   1  , 2015

**GRANTOR:** 4080 BLR, Ltd.  
              4311 West Lovers Lane, Suite 200  
              Dallas, Texas 75209  
              (Dallas County, Texas)

**GRANTEE:** Town of Addison, Texas and all public utility companies  
              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:** 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:**

None.

**EXCEPTIONS TO WARRANTY:**

Covenants, conditions, restrictions, reservations, rights, rights of-way, and easements of record, if any, including without limitation utility or municipal easements as presently installed.

**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 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 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.

Grantee shall repair and replace, at Grantee's expense, all paving, curbing, fencing, walls, shrubbery, trees 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 judgment of Grantee, 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, 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:

4080 BLR Ltd.  
4311 West Lovers Lane , Suite 200  
Dallas, Texas 75209  
Attn: Louis H. Lebowitz

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:**

4080 BLR Ltd., a Colorado limited partnership;

By SLJ Company, LLC, a Texas limited liability company, its General Partner:

By:  \_\_\_\_\_  
Louis H. Lebowitz, President

**GRANTEE:**

Town of Addison, Texas

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ACKNOWLEDGMENTS

STATE OF TEXAS           §

COUNTY OF DALLAS       §

Before me, the undersigned authority, on this day personally appeared Louis H. Lebowitz, President of SLJ Company, LLC, a Texas limited liability company, General Partner of 4080 BLR Ltd., a Colorado limited partnership, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

[SEAL]           Given under my hand and seal of office this   1st   day of April, 2015.



Sandra Dawkins  
Notary Public, State of Texas

Print Name: Sandra Dawkins

My commission expires: 12/20/18

STATE OF TEXAS           §

COUNTY OF DALLAS       §

Before me, the undersigned authority, on this day personally appeared \_\_\_\_\_, 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 and in the capacity therein stated.

[SEAL]           Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Notary Public, State of Texas

Print Name: \_\_\_\_\_



# EXHIBIT "A"

PARCEL 38R  
0.0180 ACRE (783 SQUARE FEET)  
RIGHT OF WAY  
OUT OF  
LOT 1 OF  
AMENDED FINAL PLAT OF BELT LINE CENTER  
TOWN OF ADDISON, DALLAS COUNTY, TEXAS

BEING a 783 square foot tract of land situated in the T. L. Chenoweth Survey, Abstract Number 273, Town of Addison, Dallas County, Texas, being part of Lot 1, Block 1 of AMENDED FINAL PLAT OF BELT LINE CENTRE, an addition to the Town of Addison, Texas, as recorded in Volume 92193, Page 1795 of the Deed Records, Dallas County, Texas (D.R.D.C.T.), also being part of that tract of land described in deed to 4080 BLR, LTD, as recorded in Instrument Number 201000247792 of the Official Public Records of Dallas County, Texas, and being more particularly described as follows:

BEGINNING at a point for corner at the intersection of the north line of said Lot 1 with the east line of an Access Easement recorded in Volume 92009, Page 3611 ,D.R.D.C.T., said corner also being on the south right-of-way line of Belt Line Road (a variable width right-of-way);

THENCE North 89 degrees 53 minutes 27 seconds East, with said north line of Lot 1 and said south right-of-way line of Belt Line Road, a distance of 34.51 feet to a point for corner (unable to set);

THENCE South 47 degrees 16 minutes 28 seconds West, departing said south right-of-way line of Belt Line Road and said north line of Lot 1, a distance of 57.90 feet to a set PK Nail with shiner for corner on said east line of said Access Easement;

THENCE North 00 degrees 06 minutes 33 seconds West, with said east line of said Access Easement, a distance of 18.70 feet to a point for corner at the beginning of a tangent circular curve to the right having a radius of 30.00 feet, whose chord bears North 21 degrees 26 minutes 35 seconds East, a distance of 22.04 feet;

THENCE Northerly, continuing with said east line of said Access Easement and with said curve, through a central angle of 43 degrees 06 minutes 17 seconds, an arc distance of 22.57 feet to the POINT OF BEGINNING and containing 0.0180 of an acre (783 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.

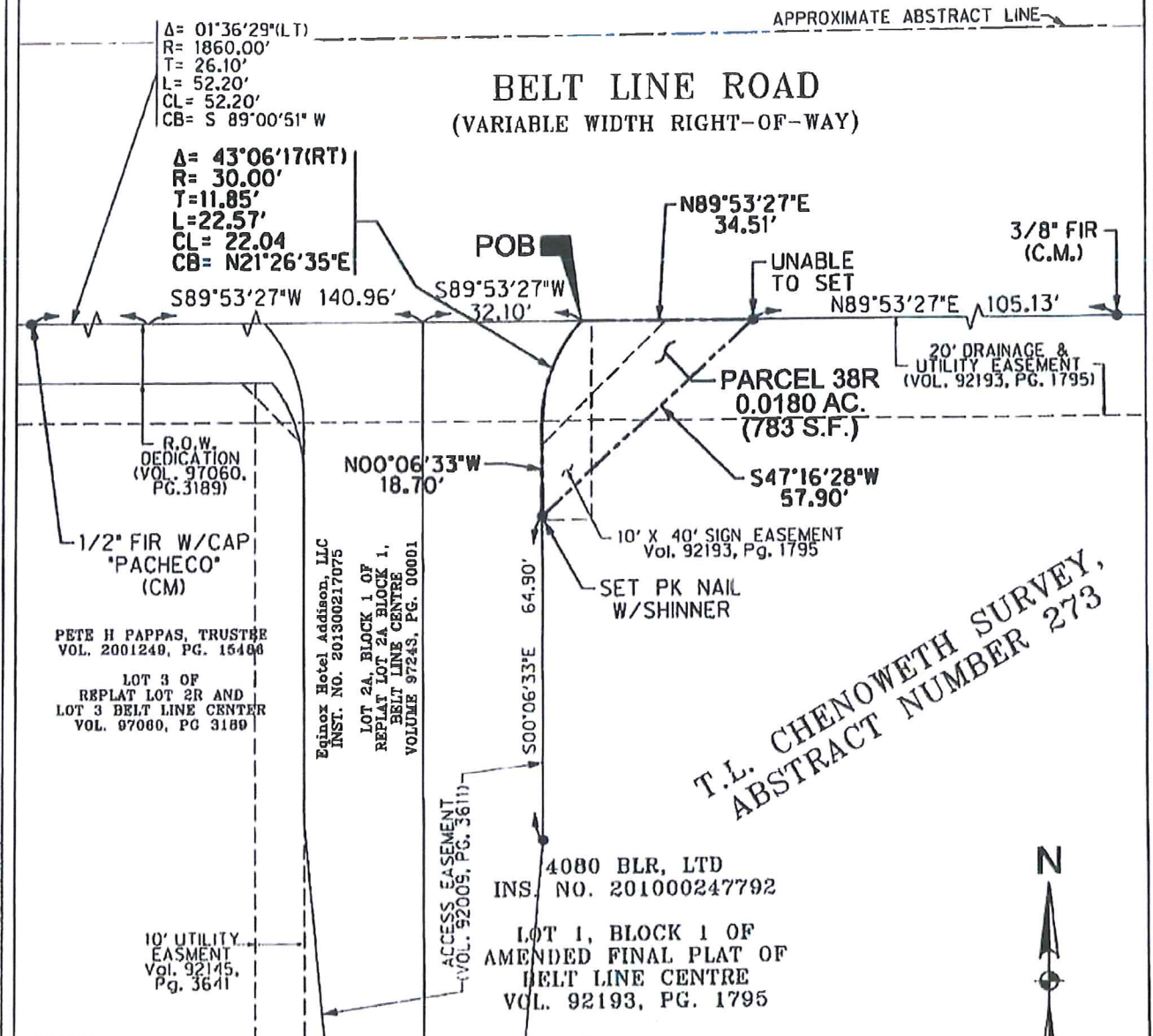
A survey exhibit of even date accompanies this metes & bounds description.

*J. A. Jernigan*  
2/20/13



# EXHIBIT "A"

## D. MYERS SURVEY, ABSTRACT NUMBER 923



**T.L. CHENOWETH SURVEY,  
ABSTRACT NUMBER 273**

**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 distance 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.

*J.M.F.  
2/20/13*



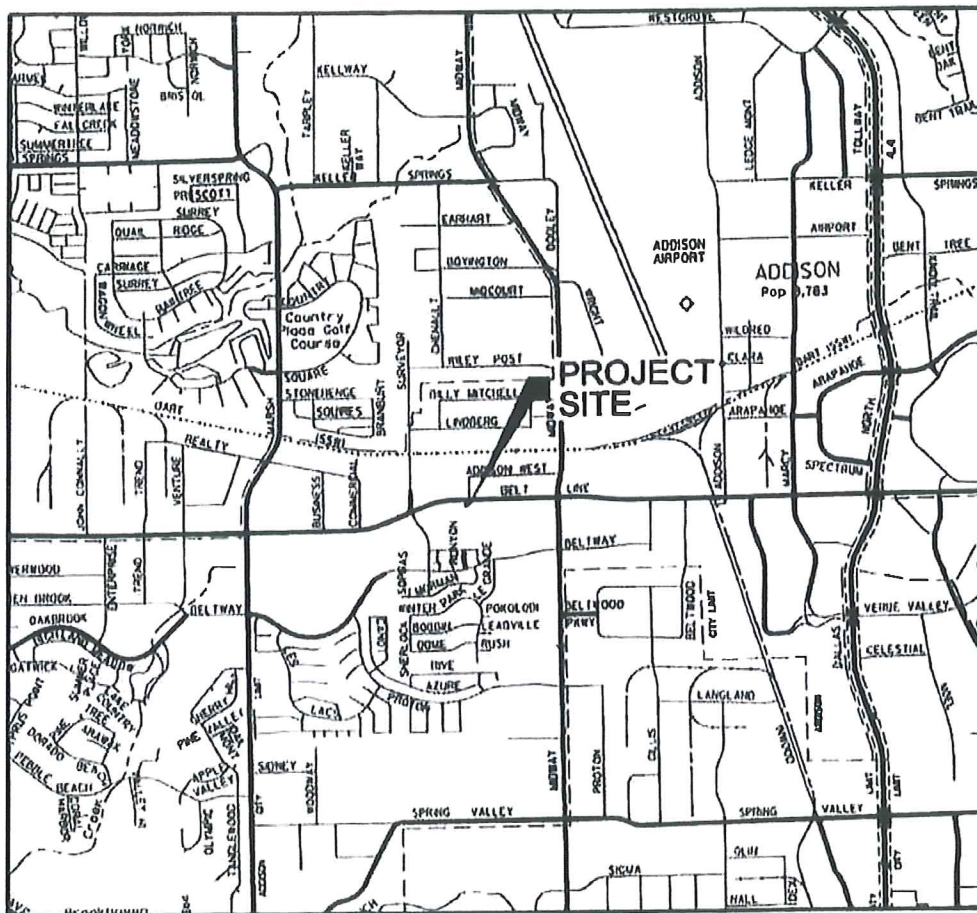
**PARCEL 38R**  
0.0180 AC. (783 S.F.)  
RIGHT-OF-WAY OUT OF  
LOT 1, BLOCK 1 OF  
AMENDED FINAL PLAT OF  
BELT LINE CENTRE  
TOWN OF ADDISON,  
DALLAS COUNTY, TEXAS  
DATE: 10-23-2013 AVQ: 29350



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# EXHIBIT "A"



**LOCATION MAP**  
NOT TO SCALE

**PARCEL 38R**  
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RIGHT-OF-WAY OUT OF  
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TOWN OF ADDISON,  
DALLAS COUNTY, TEXAS  
DATE: 10-23-2013 AVO: 29350



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**TOWN OF ADDISON  
SALES AGREEMENT**

**STATE OF TEXAS**

**KNOW ALL PERSONS BY THESE PRESENTS**

**COUNTY OF DALLAS**

That **4080 BLR, LTD., a Colorado 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 and Sidewalk 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	\$	17,777.00
• "COST TO CURE" DAMAGES	\$	<u>0.00</u>
• TOTAL CONSIDERATION/ALL CASH AT CLOSING:	\$	17,777.00
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 and Sidewalk at closing of said purchase.



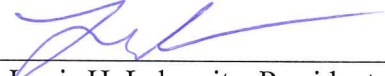
The foregoing consideration to be paid to Seller shall be considered full compensation for said Property and for any damages that may be claimed or asserted by virtue of the establishment and construction of the improvements, which the Town shall construct, establish or erect.

EXECUTED this the 1 day of April, 2015.

**SELLER:**

**4080 BLR, LTD., a Colorado limited partnership:**

by: SLJ Company, LLC, a Texas limited liability company,  
its General Partner:

By:   
\_\_\_\_\_  
Louis H. Lebowitz, President

# EXHIBIT "A"

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0.0180 ACRE (783 SQUARE FEET)  
RIGHT OF WAY  
OUT OF  
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## NOTES:

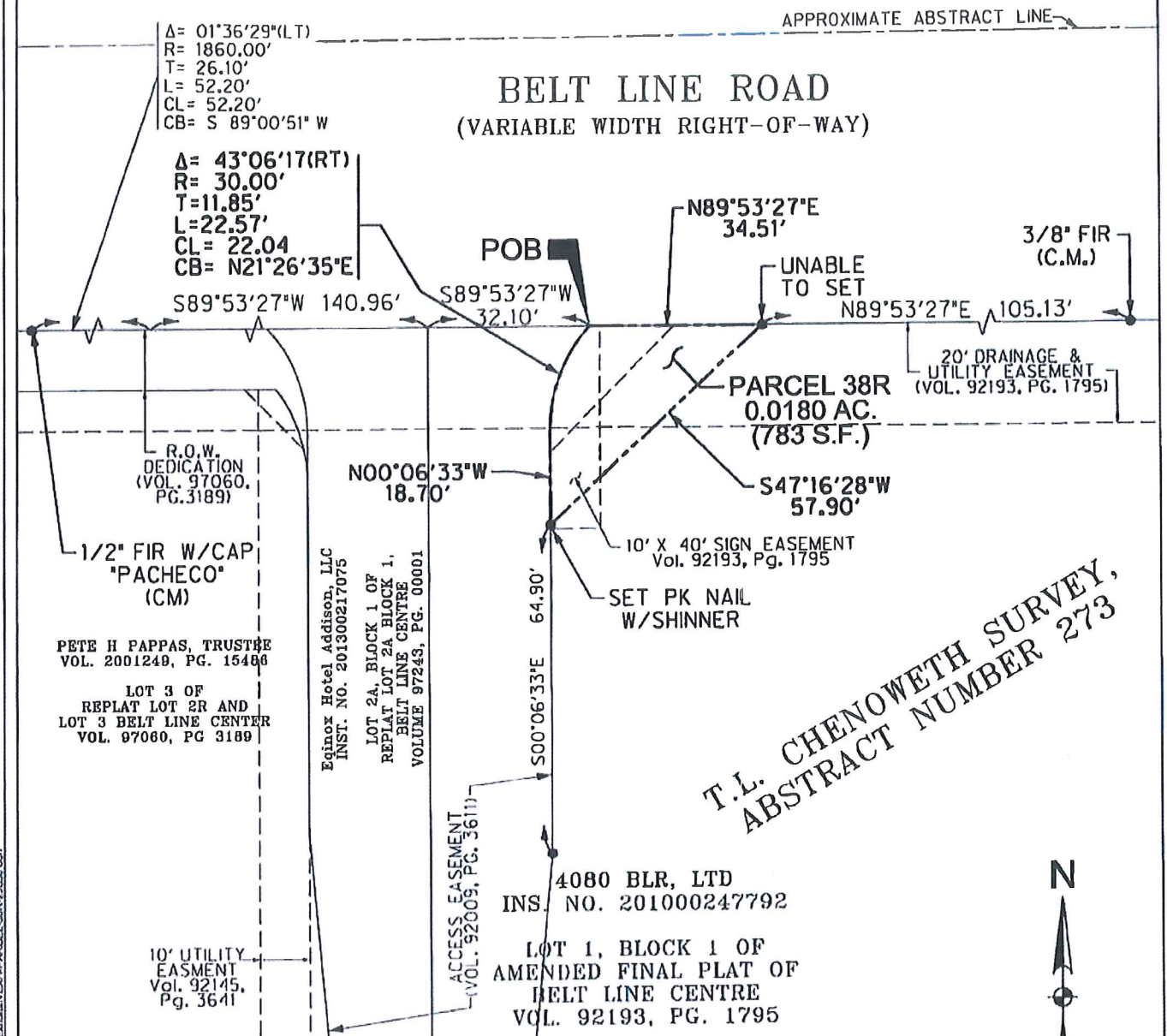
The basis of bearing is the Town of Addison Survey Control Network (December 2007 update) based on Monument Numbers COA-3, COA-4, COA-5, COA-10, & COA-11. All distance are surface distances using the TXDOT Dallas County Scale Factor 1.000136506.

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



# EXHIBIT "A"

## D. MYERS SURVEY, ABSTRACT NUMBER 923



**LEGEND**

(CM)	CONTROLLING MONUMENT
SIR	SET IRON ROD
W/CAP	WITH YELLOW PLASTIC CAP STAMP "HALFF"
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POB	POINT OF BEGINNING
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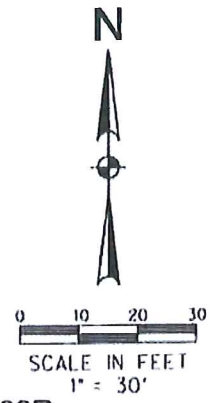
**NOTES**

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 distance 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.

**T.L. CHENOWETH SURVEY,  
ABSTRACT NUMBER 273**



*Handwritten signature and date: J.A.J. 2/20/2013*



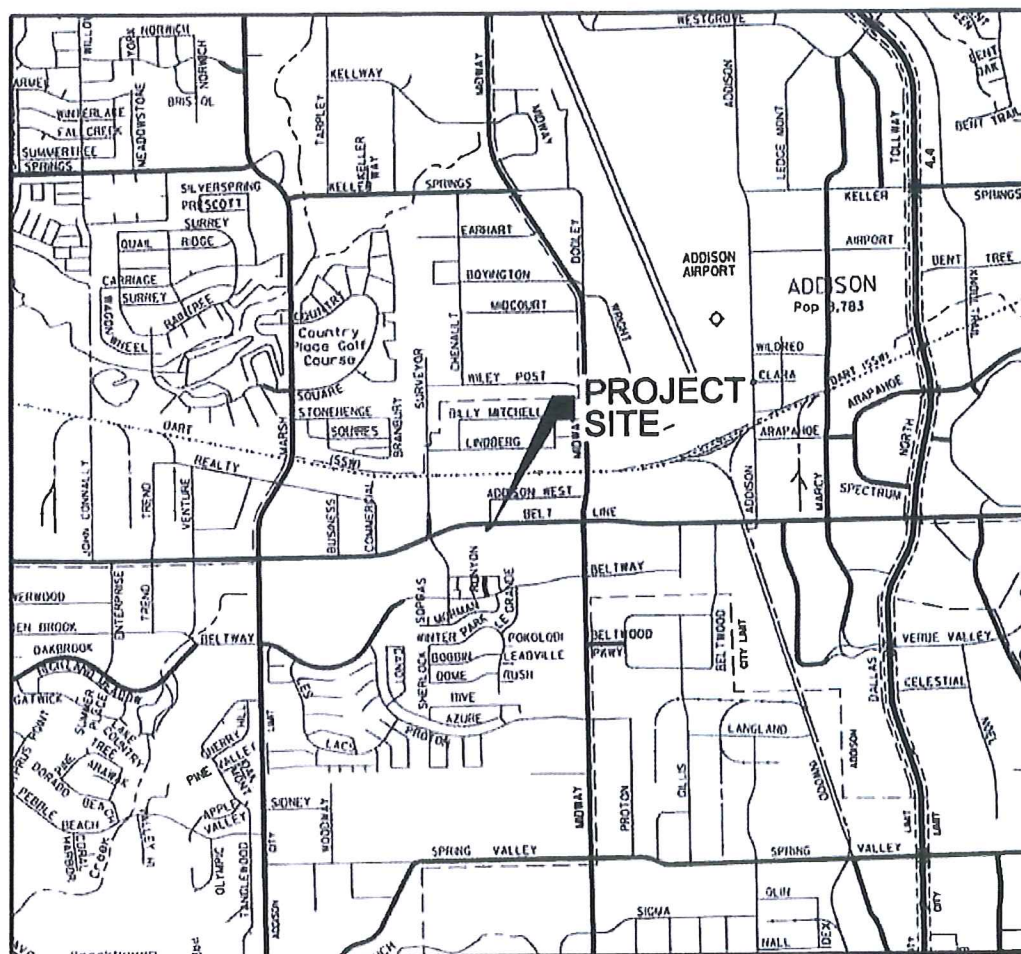
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# EXHIBIT "A"



**LOCATION MAP**  
NOT TO SCALE

**PARCEL 38R**  
 0.0180 AC.(783 S.F.)  
 RIGHT-OF-WAY OUT OF  
 LOT 1, BLOCK 1 OF  
 AMENDED FINAL PLAT OF  
 BELT LINE CENTRE  
 TOWN OF ADDISON,  
 DALLAS COUNTY, TEXAS  
 DATE: 10-23-2013 AVO: 29350







## Analysis of Preliminary Title Commitment and Proposed Curative

**Parcel No. (and parts):** 38R (easement)

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

**Name of Owner:** 4080 BLR, Ltd., a Texas limited partnership

**Type of Conveyance:** Utility Easement

GF# 14766-13-00766

Effective date: February 5, 2015

### **SCHEDULE A:**

3. Record owner: 4080 BLR, Ltd.

### **SCHEDULE B:**

1. Restrictive Covenants: in Vol. 92193, pg 1795; Vol. 80066, pg 3684
  - General development, use, parking requirements, landscape requirements  
Not inconsistent with project usage
  - 10 ft. X 40 ft. Sign Easement in Vol. 92193, pg 1795  
Will not impact facility improvement project
  - 20 ft. Drainage and Utility Easement in Vol. 92193, pg 1795  
To be handled by Town's Utility Accommodation Rules
2. thru 9. Standard Title language
10. a.: Visible and apparent easements on or across the property which may not appear of record
  - Exception permitted by Town of Addison
10. b.: Rights of parties in possession
  - Exception permitted by Town of Addison
10. c.: All leases, grants, reservations of coal, lignite, oil, gas and other minerals, with rights relating thereto, appearing in Public Records, whether listed in Schedule B or not.
  - Exception permitted by Town of Addison
10. d.: Any portion of subject property lying within the boundaries of a public or private roadway
  - Exception permitted by Town of Addison

10. e.: Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by complete land survey of the land
- Exception permitted by Town of Addison
10. f.: Rights of tenants in possession under any unrecorded leases or rental agreements
- Not inconsistent with project usage
10. g.: 10 ft. X 40 ft. sign easement as shown, 20 ft. drainage and utility easement along North property line, 25 ft. building line along North property line, as shown on the map/plat in Vol. 92193, pg 1795
- Sign Easement – not inconsistent with project usage
  - Drainage and Utility Easement – to be handled under the Town’s Utility Accommodation Rules
  - Building Line – not inconsistent with project usage
10. h.: Utility Easement to the Town of Addison in Vol. 93119, pg 4234
- To be handled under the Town’s Utility Accommodation Rules
10. i.: Terms, provisions and conditions of Declaration and Grant of Access Easements in Vol. 92009, pg 3611; as affected by First Amendment in Vol. 92084, pg 3278
- **Will not impact facility improvement project – Request to be permitted exception**
10. j.: UCC from Utopian Ventures LLC to Legacy Bank in Clerk’s File No. 201100133527
- **Pertains to tenant on property – will not impact facility improvement project – Request to be permitted exception**

### **SCHEDULE C:**

1. thru 6. Standard title language and requirements
7. intentionally deleted
8. Title co. requires copy of entity documentation authorizing transaction
- To be provided prior to or at closing

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@halff.com](mailto:vgill@halff.com). Thank you.

**HALFF ASSOCIATES, INC.**

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

Vickie Gill  
Title Assistant

Parcel 38  
3113115



## 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. Medina  
Executive Vice President

Michael P. Bagdam  
Secretary

**Fidelity National Title Insurance Company**  
**COMMITMENT FOR TITLE INSURANCE**  
**SCHEDULE A**

Effective Date: February 5, 2015

GF No.: 14766-13-00766

Commitment No. 14766-13-00766, issued February 17, 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:

4080 BLR, Ltd.



**SCHEDULE A**  
(Continued)

4. Legal description of land:

Being a 783 square foot tract of land situated in the T.L. Chenoweth Survey, Abstract Number 273, Town of Addition, Dallas County, Texas, being part of Lot 1, Block 1 of Amended Final Plat of Belt Line Centre, an addition to the Town of Addison, Texas, as recorded in Volume 92193, Page 1795 of the Deed Records, Dallas County, Texas (D.R.D.C.T.), also being part of that tract of land described in deed to 4080 BLR, LTD, as recorded in Instrument Number 201000247792 of the Official Public Records of Dallas County, Texas, and being more particularly described as follows:

**PARCEL 38R**  
0.0180 ACRE (783 SQUARE FEET)  
RIGHT OF WAY  
OUT OF  
LOT 1 OF  
AMENDED FINAL PLAT OF BELT LINE CENTER  
TOWN OF ADDISON, DALLAS COUNTY, TEXAS

BEING a 783 square foot tract of land situated in the T. L. Chenoweth Survey, Abstract Number 273, Town of Addison, Dallas County, Texas, being part of Lot 1, Block 1 of AMENDED FINAL PLAT OF BELT LINE CENTRE, an addition to the Town of Addison, Texas, as recorded in Volume 92193, Page 1795 of the Deed Records, Dallas County, Texas (D.R.D.C.T.), also being part of that tract of land described in deed to 4080 BLR, LTD, as recorded in Instrument Number 201000247792 of the Official Public Records of Dallas County, Texas, and being more particularly described as follows:

BEGINNING at a point for corner at the intersection of the north line of said Lot 1 with the east line of an Access Easement recorded in Volume 92009, Page 3611 ,D.R.D.C.T., said corner also being on the south right-of-way line of Belt Line Road (a variable width right-of-way);

THENCE North 89 degrees 53 minutes 27 seconds East, with said north line of Lot 1 and said south right-of-way line of Belt Line Road, a distance of 34.51 feet to a point for corner (unable to set);

THENCE South 47 degrees 16 minutes 28 seconds West, departing said south right-of-way line of Belt Line Road and said north line of Lot 1, a distance of 57.90 feet to a set PK Nail with shiner for corner on said east line of said Access Easement;

THENCE North 00 degrees 06 minutes 33 seconds West, with said east line of said Access Easement, a distance of 18.70 feet to a point for corner at the beginning of a tangent circular curve to the right having a radius of 30.00 feet, whose chord bears North 21 degrees 26 minutes 35 seconds East, a distance of 22.04 feet;

THENCE Northerly, continuing with said east line of said Access Easement and with said curve, through a central angle of 43 degrees 06 minutes 17 seconds, an arc distance of 22.57 feet to the POINT OF BEGINNING and containing 0.0180 of an acre (783 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.

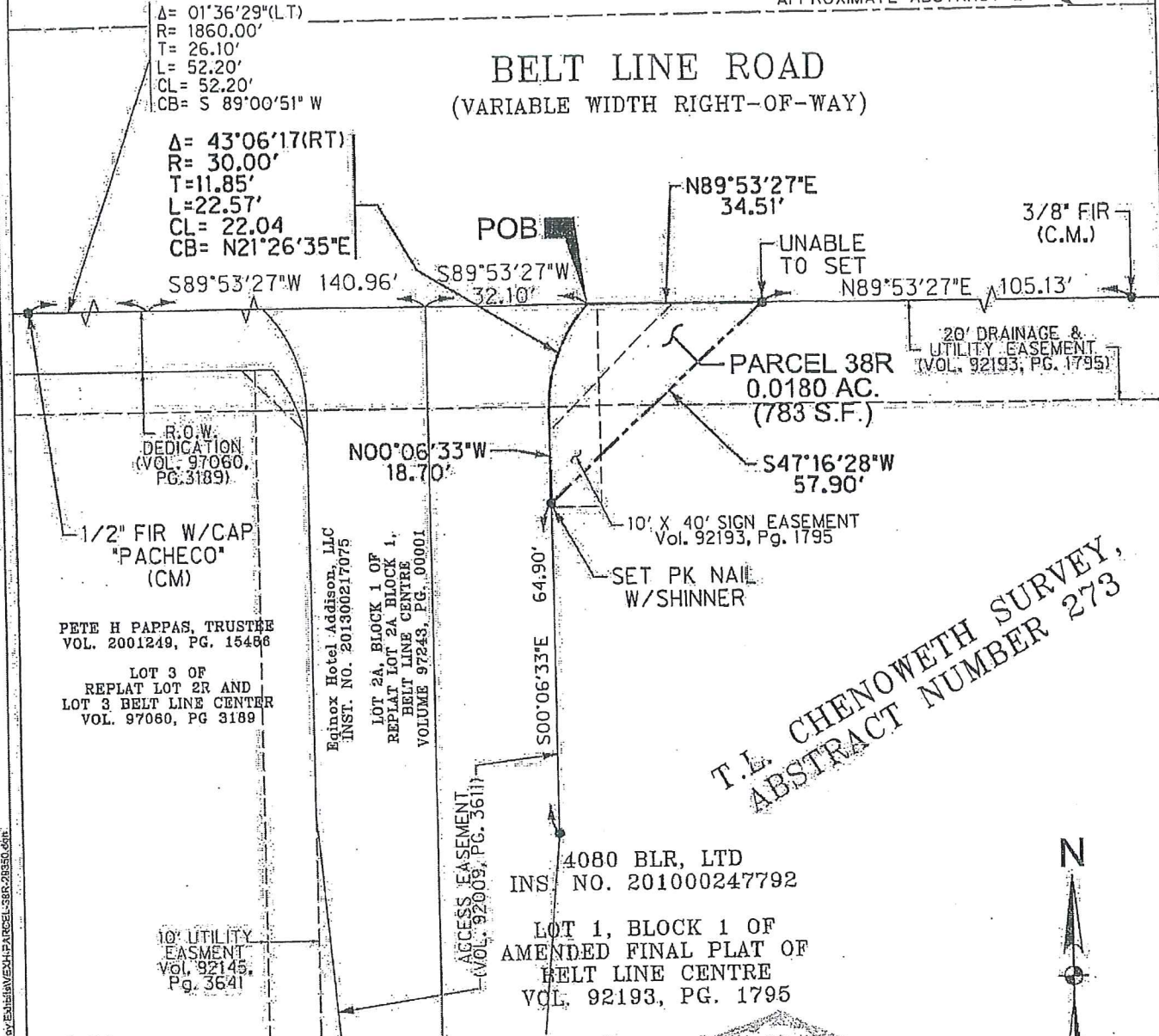
A survey exhibit of even date accompanies this metes & bounds description.





# D. MYERS SURVEY, ABSTRACT NUMBER 923

APPROXIMATE ABSTRACT LINE



**T.L. CHENOWETH SURVEY,  
ABSTRACT NUMBER 273**

PETE H PAPPAS, TRUSTEE  
VOL. 2001249, PG. 15486

LOT 3 OF  
REPLAT LOT 2R AND  
LOT 3 BELT LINE CENTER  
VOL. 97060, PG 3189

Reinox Hotel Addison, LLC  
INST. NO. 201300217075

LOT 2A, BLOCK 1 OF  
REPLAT LOT 2A BLOCK 1,  
BELT LINE CENTER  
VOLUME 97243, PG. 00001

4080 BLR, LTD  
INS. NO. 201000247792

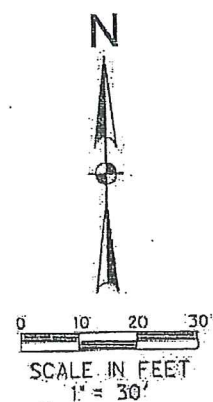
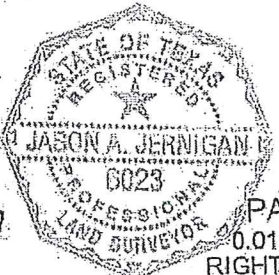
LOT 1, BLOCK 1 OF  
AMENDED FINAL PLAT OF  
BELT LINE CENTRE  
VOL. 92193, PG. 1795

**LEGEND**

(CM)	CONTROLLING MONUMENT
SIR	SET IRON ROD
W/CAP	WITH YELLOW PLASTIC CAP STAMP "HALFF"
W/ESMT CAP	WITH BLUE PLASTIC CAP STAMP "HALFF ESMT"
FIR	FOUND IRON ROD
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
AC.	ACRES
S.F.	SQUARE FEET

**NOTES**

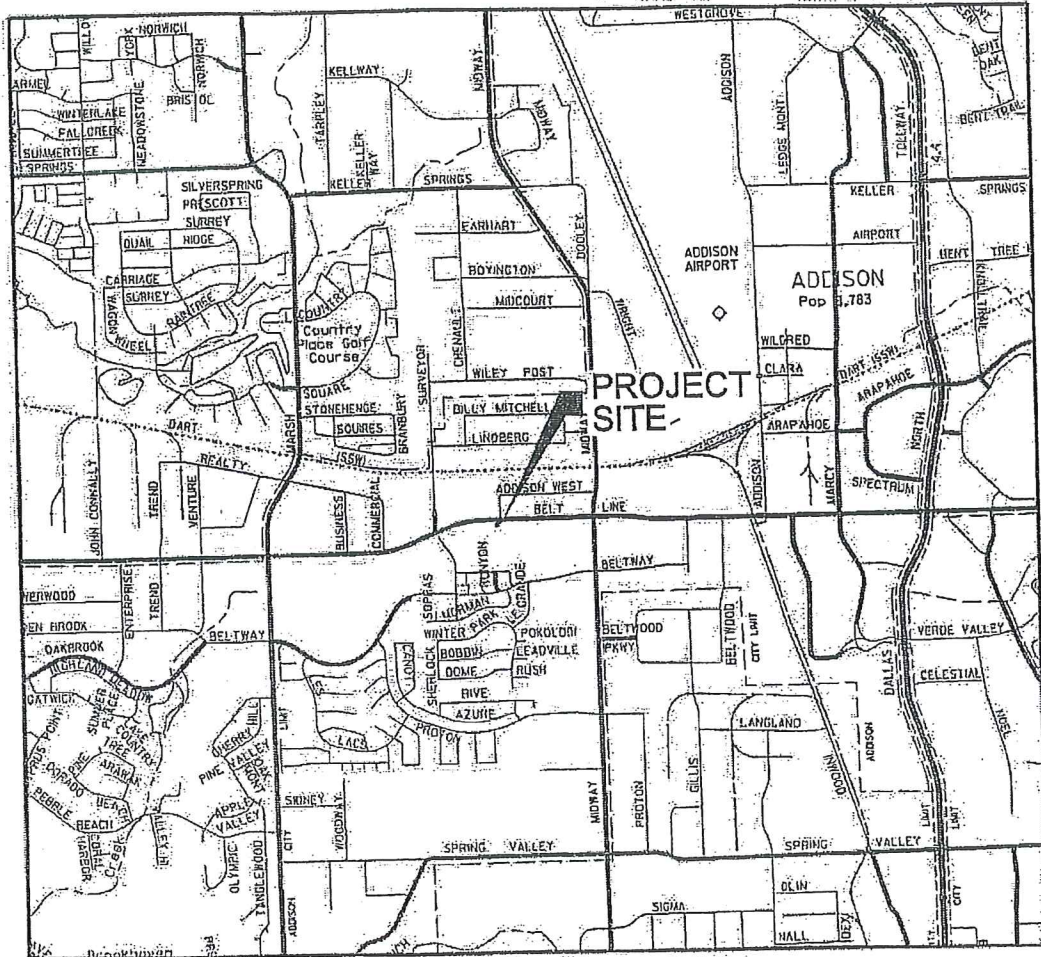
- The basis of bearing is the Town of Addison Survey Control Network (December 2007 update) based on Monument Numbers COA-3, COA-4, COA-5, COA-10, & COA-11. All distance are surface distances using the TXDOT Dallas County Scale Factor 1.000186506.
- A metes & bounds description of even date accompanies this survey exhibit.
- This survey was prepared without the benefit of a title commitment. Easements may exist where none are shown.



**PARCEL 38R**  
0.0180 AC. (783 S.F.)  
RIGHT-OF-WAY OUT OF  
LOT 1, BLOCK 1 OF  
AMENDED FINAL PLAT OF  
BELT LINE CENTRE  
TOWN OF ADDISON,  
DALLAS COUNTY, TEXAS  
DATE: 10-23-2013 AVO: 29350



10/25/2013 08:42 AM JALFF 1029002935001 ADDISON SURVEY Exhibit A W/ESH PARCEL 38R 29350.dwg



**LOCATION MAP**  
NOT TO SCALE

**PARCEL 38R**  
0.0180 AC.(783 S.F.)  
RIGHT-OF-WAY OUT OF  
LOT 1, BLOCK 1 OF  
AMENDED FINAL PLAT OF  
BELT LINE CENTRE  
TOWN OF ADDISON,  
DALLAS COUNTY, TEXAS  
DATE: 10-23-2013 AVO: 29350



10752615 2015 05 29 JAL ab 1908  
HALFF  
1123801463850100ADDISONSurvey Exhibit VFXH-LOCATOR-38R-29350.dwg



## SCHEDULE B

Commitment No.: 14766-13-00766

GF No.: 14766-13-00766

### 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 92193, Page 1795, Map/Plat Records, Volume 80066, Page 3684, Deed 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. Rights of tenants in possession, as tenants only, under any unrecorded leases or rental agreements.
  - g. 10-foot X 40-foot sign easement as shown, 20-foot drainage and utility easement along North property line, 25-foot building line along North property line, as shown on the map/plat recorded in Volume 92193, Page 1795, Map/Plat Records, COUNTY County, Texas.
  - h. Easement from R & R Investments, to Town of Addison, recorded in Volume 93119, Page 4234, COUNTY County, Texas.
  - i. Terms, provisions and conditions of Declaration and Grant of Access Easements dated January 11, 1992, by and between Wal-Mart Stores, Inc. and FDIC, as Manager of the FSLIC Resolution Fund recorded in Volume 92009, Page 3611, Deed Records of Dallas County, Texas; as affected by First Amendment recorded in Volume 92084, Page 3278, Deed Records of Dallas County, Texas.

**SCHEDULE B**  
(Continued)

j. Affects Leasehold (gives our address):

UCC from Utopian Ventures LLC to Legacy Texas Bank, recorded in Clerk's File No.  
201100133527, Dallas County, Texas.



## SCHEDULE C

Commitment No.: 14766-13-00766

GF No.: 14766-13-00766

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. INTENTIONALLY DELETED
8. Determine the entity type of record owner 4080 BLR, LTD.(Corporation, Partnership, LLC, etc.) and obtain proper documentation authorizing any transaction.

**SCHEDULE C**  
(Continued)

**NORTH AMERICAN TITLE COMPANY**

A handwritten signature in black ink, appearing to be 'Mark', written over a horizontal line.

Authorized Signatory

## SCHEDULE D

Commitment No.: 14766-13-00766

GF No.: 14766-13-00766

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, **Fidelity National Title Insurance Company**, is a corporation whose shareholders owning or controlling, directly or indirectly, 10% of said corporation, directors and officers are listed below:

Shareholders: Fidelity National Group, Inc. which is owned 100% by FNTG Holdings, LLC which is owned 100% by Fidelity National Financial, Inc.

Directors: Raymond Randall Quirk, Anthony John Park, Michael Louis Gravelle, Michael J. Nolan

Officers: President, Randal Raymond Quirk, Executive Vice President, Anthony John Park, Secretary, Michael Louis Gravelle, Treasurer, Daniel Kennedy Murphy

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.





## **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

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

The commitment for Title Insurance is the title insurance company's promise to issue the title insurance policy. The commitment is a legal document. You should review it carefully to completely understand it before your closing date.

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

El Compromiso para Seguro de Título es la promesa de la compañía aseguradora de títulos de emitir la póliza de seguro de título. El Compromiso es un documento legal. Usted debe leerlo cuidadosamente y entenderlo completamente antes de la fecha para finalizar su transacción.

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

Before issuing a Commitment for Title Insurance (the Commitment) or a Title Insurance Policy (the Policy), the Title Insurance Company (the Company) determines whether the title is insurable. This determination has already been made. Part of that determination involves the Company's decision to insure the title except for certain risks that will not be covered by the Policy. Some of these risks are listed in Schedule B of the attached Commitment as 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





December 2, 2014  
AVO 29350

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 38R Property Address – 4080 Beltline Road**

Dear Lisa:

The landowner of the above referenced parcel was presented an initial offer of \$9,415.00 on August 15, 2014. This offer was based on an appraisal report prepared by Pyles Whatley Corporation dated January 15, 2014. The landowner has respectfully declined to accept the offer provided by the Town of Addison; however, he has submitted, and is willing to accept, a counteroffer in the amount of \$25,558.00.


Initial Offer:	<u>\$ 9,415.00</u>
Addition	<u>\$16,143.00</u>
Counteroffer:	<u>\$25,558.00</u>

The landowner feels that the amount offered per square foot for the land is inadequate due to comparable property sales in the area, which are understood to be in excess of \$35.00 per square foot. The owner is willing to accept \$31.00 per square foot for the property to be acquired. The owner has rejected the appraisers valuation of the property encumbered by existing easements and is requesting fee value for the entire taking. The property owner has submitted comparable sales properties as back up documentation for their counteroffer. In addition to the monetary proposal, the owner also requires acceptance by the Town of Addison of the following as part of the settlement: 1). An Easement will be granted, rather than fee, 2). The Town will provide a letter confirming that the granting of the easement will have no impact upon required compliance with the Town's codes and ordinances, including, but not limited to, those relating to parking, set-backs, landscaping, retenuing, rebuilding/redevelopment in the event of a casualty and 3). The Town will remove and replace the landscaping, lighting, irrigation, paving or other facilities affected by this taking, including the existing directional signage, as close to their current locations as possible at the Town's cost and expense.

It is the recommendation of Halff Associates, Inc. that subject to the Town's acceptance of the non-monetary conditions, the counteroffer be approved in order to avoid costly eminent domain proceedings and the additional time to obtain possession of the needed easement. 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



**ADMINISTRATIVE SETTLEMENT WORKSHEET**  
**PARCEL: 38R**

1. Identify subject property location:		4080 Beltline Road, Addison, TX 75001 Southeast corner of Beltline Road and Runyon Road				
2. Identify Property Use:		Commercial Property				
3. Identify types and quality of tenants - such as commercial, etc.:		Restaurant and Bar				
4. Identify:		Part to be Acquired Fee Simple		Part to be Acquired Permanent Easement		
a. parent property size (Acres/SF):		0 SF		66,184 SF		
b. parcel size (Acres/SF):		0 SF		783 SF		
c. remainder size (Acres/SF):		0 SF		65,401 SF		
5. Identify Shape of Parcel:		Rectangular				
6. Identify whether Remainder has Access/Landlocked:		No denial of access				
7. Identify whether any bisected improvements:		None				
8. Identify proximity/distance to improvements in remainder:		unknown				
9. Identify Value of Whole Property in the Before:						
	SQ. FT.	10. OFFER	11. COUNTER	12. DELTA	% CHANGE	
Land Value (Fee Simple):						
previously unencumbered				\$0.00	0.00%	
previously encumbered				\$0.00	0.00%	
Land Value (Easement):						
after imposition of easement						
previously unencumbered		281	\$5,620.00	\$8,711.00	\$3,091.00	55.00%
previously encumbered		502	\$2,510.00	\$15,562.00	\$13,052.00	520.00%
Total Land Value		783	\$8,130.00	\$24,273.00	\$16,143.00	198.56%
Unit Price			\$10.38	\$31.00	\$20.62	198.56%
Improvement Value			\$1,285.00	\$1,285.00	\$0.00	0.00%
Cost to Cure			\$0.00	\$0.00	\$0.00	0.00%
Damages Building			\$0.00	\$0.00	\$0.00	0.00%
Totals			\$9,415.00	\$25,558.00	\$16,143.00	171.46%
13. Identify Back-up information provided by owner:						
Comparables: Yes						
Changes in adjustments: N/A						
Locations of comparables, etc.): Multiple locations along North Central Expressway						
Other:						
14. Recommendation: Accept the Settlement offer, contingent upon the Town's acceptance of the Owner's additional provisions.						
15. Discussion: In addition to the monetary proposal, the owner also requires acceptance by the Town of Addison of the following as part of the settlement: 1). An Easement will be granted, rather than fee, 2). The Town will provide a letter confirming that the granting of the easement will have no impact upon required compliance with the Town's codes and ordinances, including, but not limited to, those relating to parking, set-backs, landscaping, retenanting, rebuilding/redevelopment in the event of a casualty and 3). The Town will remove and replace the landscaping, lighting, irrigation, paving or other facilities affected by this taking, including the existing directional signage, as close to their current locations as possible at the Town's cost and expense.						

**SLJ COMPANY, LLC  
4311 WEST LOVERS LANE  
SUITE 200  
DALLAS, TX 75209  
214-520-8818  
FAX 214-520-8815**

November 11, 2014

Via email: [jhill@cowlesthompson.com](mailto:jhill@cowlesthompson.com)

Mr. John M. Hill  
Cowles & Thompson P.C.  
901 Main Street  
Suite 3900  
Dallas, Texas 75202

RE: City of Addison Condemnation of Properties located at 4080 Belt Line Road.

Dear John:

Thanks for meeting with us last week. Pursuant to our meeting, we would propose to structure these transactions as follows:

1. We will grant easements, instead of conveying the fee, covering the portions of each property subject to the taking.
2. The City will provide a letter confirming that the granting of these easements will have no impact upon required compliance with the City's codes and ordinances, including, but not limited to, those relating to parking, set-backs, landscaping, re-tenanting, rebuilding/redevelopment in the event of a casualty.
3. The City, will remove and replace the landscaping, lighting, irrigation, paving or other facilities affected by this taking, including the existing directional signage, as close to their current locations as possible at the City's cost and expense.

With respect to the property to be covered by the easements, as discussed, we would propose a compromise on the value of the land at \$31 per square foot .

It is our understanding that the former Sakowitz Village property was acquired several years ago at a cost of in excess of \$35 per square foot to the land and that the former Chrysler dealership property on Preston Road adjacent to Valley View Mall was acquired earlier this year for in excess of \$35 per square foot to the land. Enclosed is additional information we have been

able to obtain concerning other sales comps.

As discussed, it is extremely difficult to find sales on Belt Line as all owners are only willing to ground lease, not sell.

Respectfully Submitted,



Louis H. Lebowitz, Pres.



4080 BELTLINE  
COMPS

DATE	SELLER	BUYER	LOCATION	ACRES	PRICE SOLD	PRICE / SF
Jun-12	State of TX	The Renaissance at Clyburne LLC	4030 North Central Expressway	4.2255	\$6,811,129	\$37.00
Dec-10	Blackburn Central Holdings, LP	JLB Cityplace LP	3925 North Central Expressway	2.97	\$8,100,000	\$62.61
Nov-09	CWS Lemmon	BremnerDuke Healthcare	2731 Lemmon Ave; W of NOX at Howell	0.80	\$3,400,000	\$97.57
Dec-10	Criterion Development	JLB Cityplace	3925 N Central Expwy; NWC of NOX & Blackburn	2.97	\$8,800,000	\$66.02
May-10	Troy Akimen	McShane Development	10740 N. Central Expressway	4.33	\$6,811,129	\$36.11

4

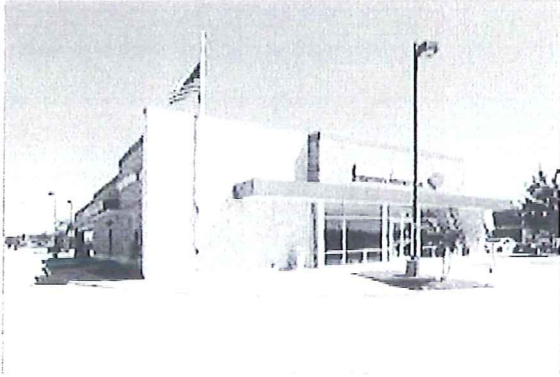
### 740 N Denton Tap Rd - Bank of America Ground Lease

**SOLD**

Coppell, TX 75019

Sale on 8/7/2014 for \$3,785,000 (\$87.77/SF) - Research Complete

Commercial Land of 0.99 AC (43,124 SF)



Sam Rayburn Hwy  
 Microsoft  
 Virtual Earth™  
 550 yds

#### Buyer & Seller Contact Info

Recorded Buyer: **Randall & Michung Austin Living Trust**  
 True Buyer: **Randall & Michung Austin Living Trust**  
 1621 Granvia Altamira  
 Palos Verdes Estates, CA 90274  
 Buyer Type: **Trust**

Recorded Seller: **740 Denton Tap Holdings Llc**  
 True Seller: **Scott Adam Designs, Inc.**  
 118 E 25th St  
 New York, NY 10010  
 (212) 420-8866  
 Seller Type: **Corporate/User**  
 Listing Broker: **Marcus & Millichap**  
**Jason Vitorino**  
 (972) 755-5231

#### Transaction Details

ID: 3090738

Sale Date: **08/07/2014 (139 days on market)**  
 Escrow Length: **-**  
 Sale Price: **\$3,785,000-Confirmed**  
 Asking Price: **3785000**  
 Price/SF Land Gross: **\$87.77 (\$3,823,232.32/AC)**

Sale Type: **Investment**  
 Land Area: **0.99 AC (43,124 SF)**  
 Proposed Use: **Bank**

Zoning: **Z104**  
 Sale Conditions: **Ground Lease (Leased Fee)**

Street Frontage: **217 feet on N Denton Tap Rd (with 1 curb cut)**

Topography: **Level**  
 On-Site Improv: **Previously developed lot**  
 Off-Site Improv: **Curb/Gutter/Sidewalk, Electricity, Gas, Sewer, Streets, Water**  
 Improvements: **4,366 SF Bank of America**

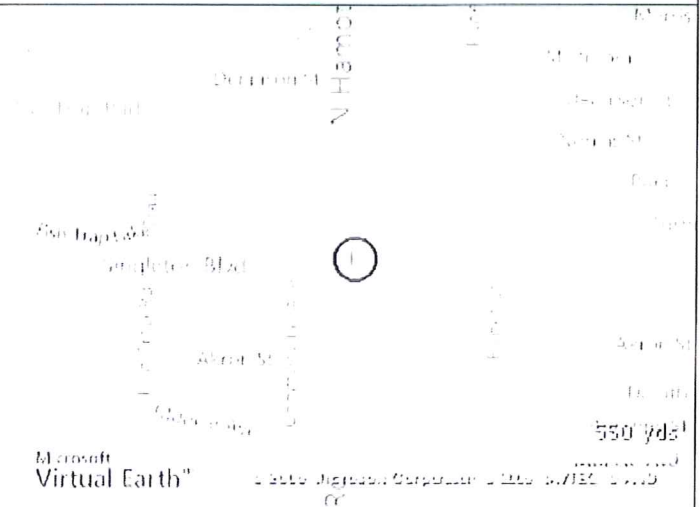
5

### 3000 N Hampton Rd - McDonald's NNN Ground Lease

**SOLD**

Dallas, TX 75212

Sale on 12/3/2013 for \$1,500,000 (\$141.07/SF) - Research Complete  
Commercial Land of 0.24 AC (10,633 SF)



#### Buyer & Seller Contact Info

Recorded Buyer: -  
True Buyer: -

Recorded Seller: **Caver Family Trust**  
True Seller: **Caver Family Trust**  
**Donald Caver**  
3514 Mesa Dr  
Flower Mound, TX 75022  
(817) 490-5113

Seller Type: **Trust**  
Listing Broker: **Colliers International**  
**Eric Carlton**  
(949) 724-5561  
**Jereme Snyder**  
(949) 474-0707  
**John Sharpe**  
(949) 724-5546

#### Transaction Details

ID: 2900613

Sale Date: **12/03/2013 (104 days on market)**  
Escrow Length: -  
Sale Price: **\$1,500,000-Confirmed**  
Asking Price: **1500000**  
Price/SF Land Gross: **\$141.07 (\$6,145,022.53/AC)**

Sale Type: **Investment**  
Land Area: **0.24 AC (10,633 SF)**  
Proposed Use: -

Zoning: **Z59**  
Sale Conditions: **Ground Lease (Leased Fee),  
Investment Triple Net**

Percent Improved: **1.4%**  
Total Value Assessed: **\$43,140 in 2012**

Improved Value Assessed **\$610**  
Land Value Assessed: **\$42,530**  
Land Assessed/SF: **\$3.00**

Off-Site Improv: **Curb/Gutter/Sidewalk, Electricity, Gas, Sewer, Streets, Water**

Legal Desc: **Blk 1/7128 pt Its 1-3**  
Parcel No: **00000680557000000**

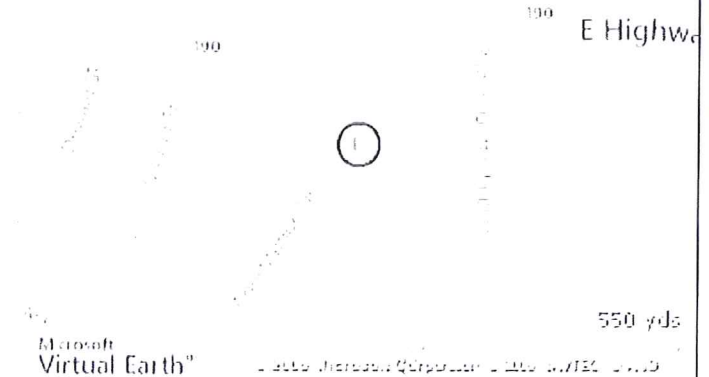


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### 3600 E Highway 190

**SOLD**

Copperas Cove, TX 76522  
Sale on 6/24/2013 for \$1,478,000 (\$35.39/SF) - Research Complete  
Commercial Land of 0.96 AC (41,765 SF)



#### Buyer & Seller Contact Info

Recorded Buyer: -

Recorded Seller: **Golden Royal Inc**  
321 Constitution Dr  
Copperas Cove, TX 76522

Buyer Broker: **Marcus & Millichap**  
**Nick Farris**  
(972) 755-5291

Listing Broker: **The Royston Group**  
**Rob Sutton**  
(310) 451-2100

#### Transaction Details

ID: 2786804

Sale Date: **06/24/2013 (97 days on market)**      Sale Type: **Investment**  
Escrow Length: **14 days**      Land Area: **0.96 AC (41,765 SF)**  
Sale Price: **\$1,478,000-Confirmed**      Proposed Use: -  
Asking Price: **1700000**  
Price/SF Land Gross: **\$35.39 (\$1,541,510.22/AC)**

Actual Cap Rate: **5.75%**  
Sale Conditions: **Ground Lease (Leased Fee)**

Financing: **Down payment of \$1,478,000.00 (100.0%)**  
Topography: **Level**  
On-Site Improv: **Finished lot**  
Off-Site Improv: **Curb/Gutter/Sidewalk, Electricity, Gas, Sewer, Streets, Water**

#### Transaction Notes

The listing broker confirmed details of the transaction.

It was reported that this is a ground lease to Whataburger for fifteen years commencing January 21, 2013.

8

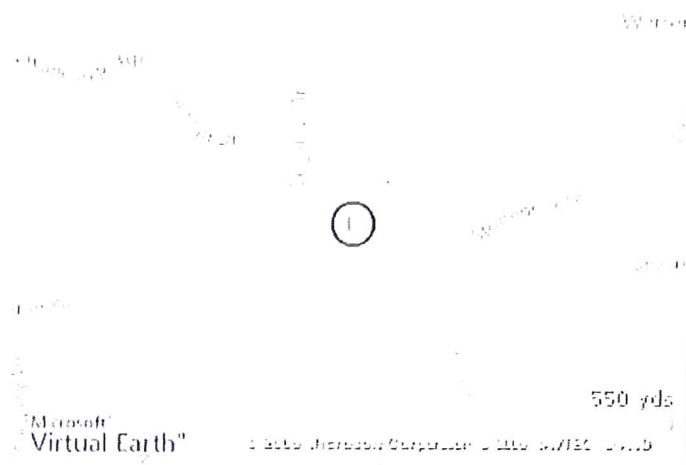
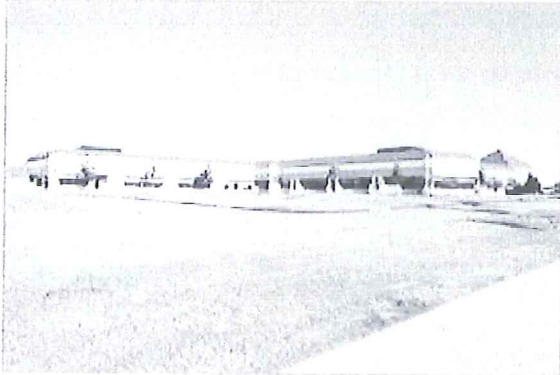
### 2990 Legacy Dr - Ground Lease Baylor Institute for Rehab.

**SOLD**

Frisco, TX 75034

Sale on 4/29/2014 for \$8,050,000 (\$27.73/SF) - Research Complete

Commercial Land of 6.66 AC (290,288 SF)



#### Buyer & Seller Contact Info

Recorded Buyer: **ODP Dallas LP**  
 True Buyer: **Orion Investment & Management Ltd. Corp.**  
**Joseph Sanz**  
 200 S Biscayne Blvd  
 Miami, FL 33131  
 (305) 278-8400

Buyer Type: **Developer/Owner-RGNL**

Recorded Seller: **Legacy Warren Partners, LP**  
 True Seller: **Legacy Warren Partners, LP**  
**S Curtis Welwood**  
 13601 Preston Rd  
 Dallas, TX 75240  
 (972) 931-1003

Seller Type: **Developer/Owner-RGNL**  
 Listing Broker: **JLL**  
**Paul Whitman**  
 (214) 438-6208  
**Lance Taylor**  
 (214) 740-7700  
**Alex Whitman**  
 (214) 438-6100

#### Transaction Details

ID: 3014586

Sale Date: <b>04/29/2014 (90 days on market)</b>	Sale Type: <b>Investment</b>
Escrow Length: <b>-</b>	Land Area: <b>6.66 AC (290,288 SF)</b>
Sale Price: <b>\$8,050,000-Confirmed</b>	Proposed Use: <b>Health Care, Medical, Rehabilitation Center</b>
Asking Price: <b>7996000</b>	
Price/SF Land Gross: <b>\$27.73 (\$1,207,965.07/AC)</b>	
Actual Cap Rate: <b>5.71%</b>	Percent Improved: <b>-</b>
Sale Conditions: <b>Ground Lease (Leased Fee), Investment Triple Net</b>	Total Value Assessed: <b>-</b>
	Improved Value Assessed: <b>-</b>
	Land Value Assessed: <b>\$2,322,306</b>
	Land Assessed/SF: <b>\$8.00</b>
Financing: <b>\$5,500,000.00 from Minnesota Life Ins Co; Conventional loan type</b>	
Off-Site Improv: <b>Curb/Gutter/Sidewalk, Electricity, Gas, Sewer, Streets, Water</b>	

**Howell, John**

(38R)

**From:** Hill, John <jhill@cowlesthompson.com>  
**Sent:** Friday, January 16, 2015 12:04 PM  
**To:** 'Lou Lebowitz'  
**Subject:** RE: Belt Line Road Takings  
**Attachments:** Survey - 4080 Belt Line.pdf; CTDALLAS-#1496727-v7-Easement\_-\_Belt\_Line.DOC

Admin. Approval

Lou, I hope that you and your family had great holidays. I wanted to, at last, get back with you about the Addison Belt Line Road project.

As you know, the total easement area on your property is 783 square feet (SF), and all of the work within the area is to be placed either at or below grade. Landscaping, irrigation, etc. within the easement area that is damaged will be replaced and, if needed, relocated as close to its existing location as possible at the Town's cost. Accordingly, there will be limited impact on the property from the easement.

The property appraisal recognizes the easement area in two parts, one that is encumbered by existing easements (502 square feet) and the other that is not so encumbered (281 SF). The attached survey that was included with the appraisal shows the existing encumbrances. Because of the encumbrances, the appraisal, which valued the entire property at \$20/SF, discounted the value of the encumbered portion by 75%.

The Town's offer for the easement was (i) 281 SF (unencumbered portion) X \$20/SF, or \$5,620, plus (ii) 502 SF (encumbered portion) X \$20/SF X .25, or \$2,510, plus (iii) \$1,285 for improvements (irrigation, landscaping) within the easement area, for a total of \$9,415. You proposed a value of \$31/SF for the property multiplied by the entire easement area of 783 SF, or a total of \$24,273.

Using \$31/SF as the property value and recognizing the limited impact of the easement, we'd propose the following:

281 SF (unencumbered) X \$31/SF	\$8,711
502 SF (encumbered) X \$31/SF X 50%	\$7,781
Improvement value	\$1,285
Total	\$17,777

I hope this will be acceptable to you, and appreciate your consideration and look forward to hearing from you.

Also attached is the form of easement to be used in connection with this.

Thanks.

John

---

**From:** Lou Lebowitz [mailto:llebowitz@msn.com]  
**Sent:** Wednesday, November 12, 2014 12:39 PM  
**To:** Hill, John





August 15, 2014  
AVO 29350

**CERTIFIED MAIL**  
7013 3020 0000 6226 1812

4080 BLR, Ltd.  
Attn: Louis Lebowitz  
4311 W Lovers Lane, Ste 200  
Dallas, TX 75209

**RE: Town of Addison, Belt Line Road Project-Phase I  
Parcel 38R Property Address - 4080 Belt Line Road**

Dear Mr. Lebowitz:

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 4080 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 \$9,415.00 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.

HALFF ASSOCIATES, INC.

1201 NORTH BOWSER ROAD  
RICHARDSON, TX 75081-2275

TEL (214) 346-6200  
FAX (214) 739-0095

WWW.HALFF.COM



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 1/15/2014

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 38R**

<b>U.S. Postal Service™</b> <b>CERTIFIED MAIL™ RECEIPT</b> <i>(Domestic Mail Only; No Insurance Coverage Provided)</i>	
For delivery information visit our website at <a href="http://www.usps.com">www.usps.com</a>	
<b>OFFICIAL USE</b>	
Postage \$ Certified Fee Return Receipt Fee (Endorsement Required) Restricted Delivery Fee (Endorsement Required) Total Postage & Fees \$	 Postmark Here  29350 P38R TA02I 1141 PH01
Sent To Street or PO City, State, ZIP+4	4080 BLR, Ltd. Attn: Louis Lebowitz 4311 W Lovers Lane, Ste 200 Dallas, TX 75209
PS Form 3811, July 2013	Instructions

<b>SENDER: COMPLETE THIS SECTION</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> 1. Article Addressed to: <div style="border: 1px solid black; padding: 5px; text-align: center;">           4080 BLR, Ltd.            Attn: Louis Lebowitz            4311 W Lovers Lane, Ste 200            Dallas, TX 75209         </div> 2. Article Number <i>(Transfer from service label)</i>	<b>COMPLETE THIS SECTION ON DELIVERY</b> A. Signature <input checked="" type="checkbox"/> <i>Sandra Dawkins</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee B. Received by <i>(Printed Name)</i> SANDRA DAWKINS C. Date of Delivery 8-15-14 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? <i>(Extra Fee)</i> <input type="checkbox"/> Yes
7013 3020 0000 6226 1812	
PS Form 3811, July 2013 Domestic Return Receipt	



UNITED STATES POSTAGE  
 02 1P  
 0003131484  
 MAILED FROM ZIP CODE 75081



Priority Mail  
 ComBasPrice

HALFF ASSOCIATES, INC.  
 1201 NORTH BOWSER ROAD  
 RICHARDSON, TX 75081-2275

4311 W Lovers Lane, Ste 200  
 Dallas, TX 75209

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

For delivery information visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL USE**



7013 3020 0000 6226 1812  
 7013 3020 0000 6226 1812

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 5.32

Postmark  
 Here

29350 P38R  
 TA02I 1141  
 PH01

Sent To

Street or PO  
 City

PS Form

4080 BLR, Ltd.  
 Attn: Louis Lebowitz  
 4311 W Lovers Lane, Ste 200  
 Dallas, TX 75209

Instructions

**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:

4080 BLR, Ltd.  
 Attn: Louis Lebowitz  
 4311 W Lovers Lane, Ste 200  
 Dallas, TX 75209

**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

Certified Mail  Registered Mail

**NEGOTIATOR'S CERTIFICATE**

Owner(s): 4080 BLR, Ltd.

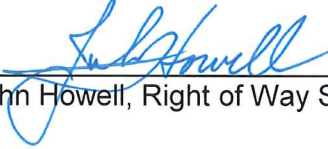
Parcel No.: 38R

Address: 4080 Belt Line Road  
Addison, TX 75001

Town of Addison, Belt Line Road Project  
Phase I

Negotiated Amount: \$17,777.00

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 10, 2015

Date

