



TOWN OF ADDISON
PAYMENT AUTHORIZATION MEMO

Date: May 19, 2015 # Claim # _____ Check \$ # \$27,282.00

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 42E GF# 14766-13-00768	40	823	56570	20124		\$27,282.00
TOTAL						\$27,282.00

EXPLANATION
Parcel 42E GF# 14766-13-00768

Contact Shawn Cheairs with confirmation of payment.

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



Authorized Signature

Finance



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

LETTER OF TRANSMITTAL

To: Jason Shroyer
Town of Addison
16801 Westgrove Drive
Addison, TX 75001

Date: May 8, 2015

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

From: John Howell

AVO: 29350

Email: jhowell@halff.com

Parcel: 42E

Phone: 214-217-6659

4150 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 checked="" type="checkbox"/> For approval | <input type="checkbox"/> Approval as submitted | <input type="checkbox"/> Resubmit ___ copies for approval |
| <input checked="" 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 type="checkbox"/> Other: <u>For your Signature</u> | |

ITEMS SENT:

- Title Company Closing Package – Parcel 42E

COMMENTS:

Included in this package: Certificate of Trust, Delegation of Signature Authority, W-9 and copy of Title Commitment Analysis, as well as a sample transmittal letter that we use when preparing a closing package for the title company.

NOTE: Once the original Deed is signed by the Town of Addison it will be inserted into this package to be returned to Halff Associates, Inc. and forwarded to the title company.

Let us know if you have any questions.

Thanks!

SIGNED: 

COPIES:

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



May 8, 2015
AVO 29350

Next Business Day Delivery

Jason Shroyer
Town of Addison
16801 Westgrove Drive
Addison, TX 75001

**RE: Town of Addison, Belt Line Road Project-Phase I
Parcel 42E Property Address – 4150 Beltline Road**

Dear Mr. Shroyer:

The following documents are enclosed in support of payment in the amount of **\$27,282.00** to **North American Title Company and Sam's Real Estate Business Trust.**

- Original, Easement for Utilities and Sidewalk (to be signed by Town and inserted into Title Company Closing Package)
- Town of Addison Sales Agreement
- Completed W-9
- Analysis of Commitment
- Title Commitment
- Copy of Initial Offer with certified mail receipt
- Negotiator's Certificate

The property is a **partial acquisition** of a utility easement on commercial property. The Deletion of Arbitration Provision will be signed at closing. Processing for payment is requested. If you have any questions or comments, please do not hesitate to contact me at 214.217.6491 or vgill@halff.com. Thank you.

Sincerely,

HALFF ASSOCIATES, INC.

A handwritten signature in blue ink that reads "Vickie Gill".

Vickie Gill
Title Assistant

Enclosures

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

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

EASEMENT FOR UTILITIES AND SIDEWALK

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

DATE: April 28, 2015

GRANTOR: Sam's Real Estate Business Trust, a Delaware business trust
2001 S.E. 10th Street
Bentonville, AR 72716
(Benton County)

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

CONSIDERATION:

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

EASEMENT PROPERTY:

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

EASEMENT PURPOSE:

This easement is granted "For the construction, installation, operation, improvement, use, inspection, repair, maintenance, reconstruction, replacement, relocation and removal of utilities (including, without limitation, water, sanitary sewer, storm sewer, drainage, electric, gas, telephone, fiber optic, telecommunications, cable television, and other

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

RESERVATIONS FROM CONVEYANCE:

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.

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:

Sam's Real Estate Business Trust
2001 S.E. 10th Street
Bentonville, AR 72716
Attn: Karen J. Benson

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:

SAM'S REAL ESTATE BUSINESS TRUST, a Delaware business trust:

by: Darryl J Spinks
Printed name: Darryl J. Spinks
Title: Senior Manager II - West BU

GRANTEE:

Town of Addison, Texas:

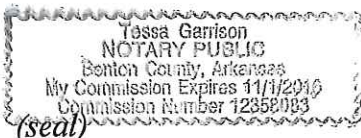
By: Lea Dunn
Lea Dunn, City Manager

Acknowledgments

State of Arkansas,
County of Benton:

Before me, the undersigned authority, on this day personally appeared Darryl J. Spinks, as Senior Manager II - West BU of Sam's Real Estate Business Trust, a Delaware business trust, 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, in the capacity therein stated and on behalf of said entity.

Given under my hand and seal of office this 28 day of April, 2015.



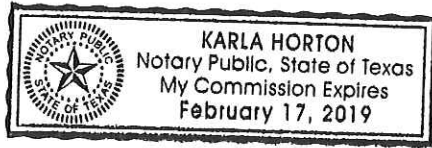
Tessa Garrison
Notary Public, State of Texas — Arkansas
Print Name: TESSA GARRISON

State of Texas,
County of Dallas:

Before me, the undersigned authority, on this day personally appeared ~~Lea Dunn, City Manager~~ of the Town of Addison, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed, in the capacity therein stated and on behalf of said entity.

Given under my hand and seal of office this 13th day of May, 2015.

(seal)



Karla Horton

Notary Public, State of Texas
Print Name: Karla Horton

PARCEL 42E
0.0321 ACRE (1,400 SQUARE FOOT)
EASEMENT OUT OF LOT 1, BLOCK A OF
SAM'S CLUB ADDITION
TOWN OF ADDISON, DALLAS COUNTY, TEXAS

BEING a 1,400 square foot tract of land situated in the T.L. Chenoweth Survey, Abstract Number 273, Town of Addison, Dallas County, Texas, and being part of Lot 1, Block A of SAM'S CLUB ADDITION, an addition to the Town of Addison, Texas, as recorded in Volume 92109, Page 3687 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 WAL-MART STORES, INC. as recorded in Volume 92010, Page 0780, D.R.D.C.T., and being more particularly described as follows:

COMMENCING at a found "X" cut in concrete for the northeast corner of Lot 4, Block A of said SAM'S CLUB ADDITION on the south right-of-way line of Belt Line Road (a variable width right-of-way);

THENCE South 00 degrees 33 minutes 56 seconds East, with the east line of said Lot 4 and with the south right-of-way line of said Belt Line Road, a distance of 14.84 feet to a point for the most northerly northwest corner of said Lot 1;

THENCE South 89 degrees 56 minutes 33 seconds East, departing the east line of said Lot 4, with the common north line of said Lot 1 and the south right-of-way line of said Belt Line Road, a distance of 88.54 feet a 1/2-inch set iron rod with a blue plastic cap stamped "HALFF ESMT" (hereinafter referred to as "with easement cap") for the POINT OF BEGINNING;

THENCE South 89 degrees 56 minutes 33 seconds East, continuing with said common line, a distance of 35.01 feet to a 1/2-inch set iron rod with easement cap for corner;

THENCE South 00 degrees 00 minutes 00 seconds West, departing said common line, over and across said Lot 1, a distance of 39.97 feet to a point (unable to set) for corner;

THENCE North 90 degrees 00 minutes 00 seconds West, continuing over and across said Lot 1, a distance of 35.01 feet to a point (unable to set) for corner;

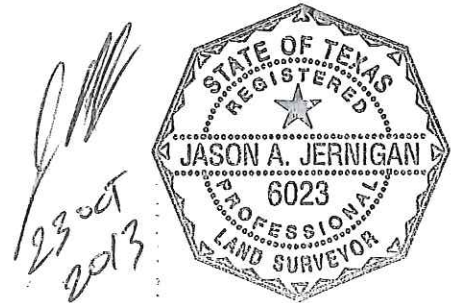
PARCEL 42E
0.0321 ACRE (1,400 SQUARE FOOT)
EASEMENT OUT OF LOT 1, BLOCK A OF
SAM'S CLUB ADDITION
TOWN OF ADDISON, DALLAS COUNTY, TEXAS

THENCE North 00 degrees 00 minutes 00 seconds East, continuing over and across said Lot 1, a distance of 40.00 feet to the POINT OF BEGINNING and containing 0.0321 of an acre (1,400 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.

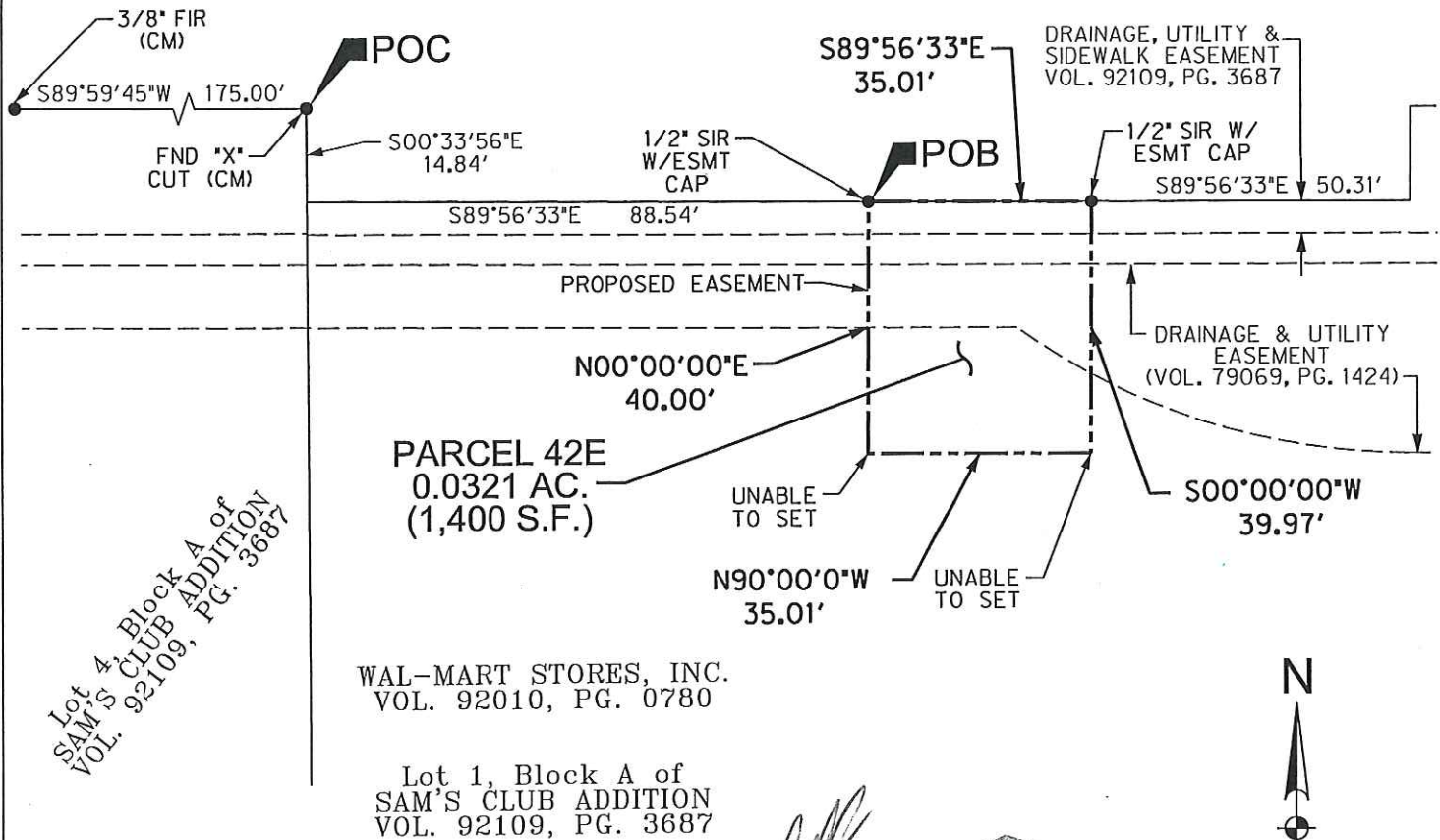


D. MYERS SURVEY, ABSTRACT NUMBER 923

← APPROXIMATE SURVEY LINE

T.L. CHENOWETH SURVEY, ABSTRACT NUMBER 273

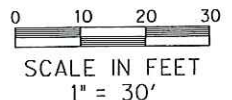
BELT LINE ROAD (VARIABLE WIDTH RIGHT-OF-WAY)



Lot 4, Block A of
SAM'S CLUB ADDITION
VOL. 92109, PG. 3687

WAL-MART STORES, INC.
VOL. 92010, PG. 0780

Lot 1, Block A of
SAM'S CLUB ADDITION
VOL. 92109, PG. 3687



LEGEND

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

NOTES

1. The basis of bearing is the Town of Addison Survey Control Network (December 2007 update) based on Monument Numbers COA-3, COA-4, COA-5, COA-10, & COA-11. All 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.

23 OCT 2013

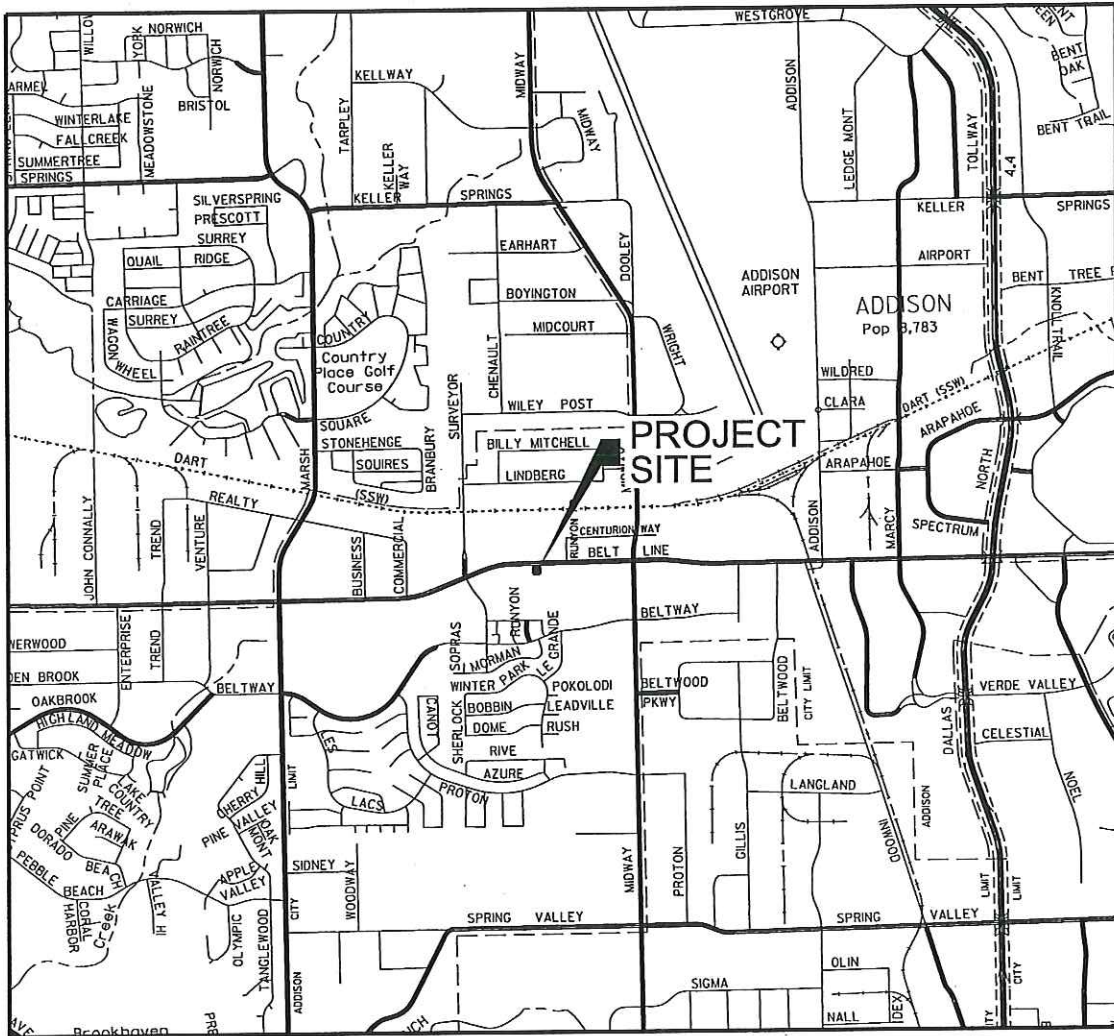


PARCEL 42E
0.0321 AC. (1,400 S.F.)
EASEMENT OUT OF LOT 1, BLOCK A OF
SAM'S CLUB ADDITION
TOWN OF ADDISON, DALLAS COUNTY, TEXAS

DATE: 10-23-2013 AVO: 29350



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



LOCATION MAP
NOT TO SCALE

PARCEL 42E
0.0321 AC. (1,400 S.F.)
EASEMENT OUT OF LOT 1, BLOCK A OF
SAM'S CLUB ADDITION
TOWN OF ADDISON, DALLAS COUNTY, TEXAS

DATE: 10-23-2013 AVO: 29350



**TOWN OF ADDISON
SALES AGREEMENT**

STATE OF TEXAS

KNOW ALL PERSONS BY THESE PRESENTS

COUNTY OF DALLAS

That **SAM'S REAL ESTATE BUSINESS TRUST**, a Delaware statutory trust, 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	\$	27,282.00
• "COST TO CURE" DAMAGES	\$	<u>0.00</u>
• TOTAL CONSIDERATION/ALL CASH AT CLOSING:	\$	27,282.00

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.

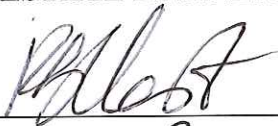
5. Consideration to be paid upon the proper execution and delivery of the Easement for Utilities at closing of said purchase.

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 28 day of April, 2015.

SELLER:

SAM'S REAL ESTATE BUSINESS TRUST, a Delaware statutory trust:

by: 

Printed name: Ramona West
Title: Senior Director



Analysis of Preliminary Title Commitment and Proposed Curative

Parcel No. (and parts): 42E

Project: Town of Addison / Belt Line Road

Name of Owner: Sam's Real Estate Business Trust, a Delaware business trust

Type of Conveyance: Utility Easement

Type of Conveyance: Fee

GF# 14766-13-00768

Effective date: April 23, 2015

SCHEDULE A:

3. Record owner: Sam's Real Estate Business Trust, a Delaware business trust

SCHEDULE B:

1. Restrictive Covenants in Vol. 79069, pg 1416; Vol. 92109, pg 3687 and Vol. 2004081, pg 210 (Plat Records) [Note: general as to no buildings, fences, trees, etc. upon utility easements; right of access to public utilities, fire lane easement open to public, fire and police units, garbage and rubbish collection; drainage channels to be open and maintained by each owner of the lot(s);

- Not inconsistent with project use

2. thru 9. Standard Title language

10. a.: Visible and apparent easements on or across the property covered by this policy which may not appear of record

- Exception permitted by Town of Addison

10. b.: Rights of parties in possession

- Exception permitted by Town of Addison

10. c.: All leases, grants, reservations of coal, lignite, oil, gas and other minerals, with rights relating thereto, appearing in Public Records, whether listed in Schedule B or not.

- Exception permitted by Town of Addison

10. d.: Any portion of the subject property lying within the boundaries of a public or private roadway whether dedicated or not, or which may be used for road or street purposes

- Not inconsistent with project use

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

- Exception permitted by Town of Addison

10. f.: 25 ft. Building Line along North property line; 5 foot Drainage, Utility and Sidewalk easement along North property line, as shown on Plats in Vol. 92109, pg 3687 and in Vol. 2004081, pg 210, Map Records

- Building line – exception permitted by Town of Addison
- Drainage, Utility and Sidewalk easement – To be handled by the Town's design and construction plans and the by the utility accommodation plans

10. g.: 5 foot Drainage and Utility easement along North property line, per Plat in Vol. 92109, pg 3687, Plat Records

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

10. h.: Easements shown on Plat in Vol. 79069, pg 1424, Plat Records

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

10. i.: Easement granted to City of Addison (for sanitary sewer line) in Vol. 78148, pg 1911

- Not inconsistent with project use

10. j.: Easement granted to Texas Power & Light Company and Southwestern Bell Telephone Company in Vol. 79003, pg 2263

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

10. k.: Easement granted to City of Addison (drainage/storm sewer) in Vol. 81088, pg 585

- Not inconsistent with project use

10. l.: Declaration and Grant of Access Easements, by and between Wal-Mart Stores, Inc. and Federal Deposit Insurance Corporation as Manager of the FSLIC Resolution Fund, in Vol. 92009, pg 3611 and as affected by First Amendment to Declaration and Grant of Access Easement in Vol. 92084, pg 3278 [note: provides for a specific cross access easement area on the land of FDIC and a general access over the access drives and parking lot of the Wal-Mart Stores, Inc. property]

- Not inconsistent with project use

10. m.: Rights of tenants in possession, as tenants only, under any unrecorded leases or rental agreements.

- Not inconsistent with project use

SCHEDULE C:

1. thru 7. Standard title language and requirements

8., 11., 12. Title co. to be provided a Certificate of Trust or copy of portions of Trust Agreement that show the trust has not terminated, and a Resolution showing the transaction has been approved and stating the name and title of the officer authorized to execute documents.

9., 10., 13. Title co. comments; no action required

Any inconsistencies between Commitment and other facts presented: (none known).

Should any additional information be required, please contact me at 214.217.6491 or vgill@halff.com. Thank you.

HALFF ASSOCIATES, INC.



Vickie Gill
Title Assistant

Parcel 42



TITLE RESOURCES

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. Mudge
Executive Vice President

Michael P. Bagdon
Secretary

Title Resources Guaranty Company
COMMITMENT FOR TITLE INSURANCE
SCHEDULE A

Effective Date: April 23, 2015

GF No.: 14766-13-00768

Commitment No. 14766-13-00768, issued May 6, 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:

Easement Estate

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

Sam's Real Estate Business Trust, a Delaware business trust

SCHEDULE A
(Continued)

4. Legal description of land:

PARCEL 42E

Field Notes dated October 23, 2013

Being a 1,400 square foot tract of land situated in the T.L. Chenoweth Survey, Abstract Number 273, Town of Addison, Dallas County, Texas, and being part of Lot 1, Block A of Sam's Club Addition, an addition to the Town of Addison, Texas, as recorded in Volume 92109, Page 3687 of the Map Records of Dallas County, Texas (D.R.D.C.T.), said tract also being part of that tract of land described in deed to Wal-Mart Stores, Inc. as recorded in Volume 92010, Page 0780, D.R.D.C.T., and being more particularly described as follows:

COMMENCING at a found "X" cut in concrete for the Northeast corner of Lot 4, Block A of said Sam's Club Addition on the South right-of-way line of Belt Line Road (a variable width right-of-way);

THENCE South 00 degrees 33 minutes 56 seconds East, with the East line of said Lot 4 and with the South right-of-way line of said Belt Line Road, a distance of 14.84 feet to a point for the most Northerly Northwest corner of said Lot 1;

THENCE South 89 degrees 56 minutes 33 seconds East, departing the East line of said Lot 4, with the common North line of said Lot 1 and the South right-of-way line of said Belt Line Road, a distance of 88.54 feet to a 1/2-inch set iron rod with a blue plastic cap stamped "HALFF ESMT" (hereinafter referred to as "with easement cap") for the POINT OF BEGINNING;

THENCE South 89 degrees 56 minutes 33 seconds East, continuing with said common line, a distance of 35.01 feet to a 1/2 inch set iron with easement cap for corner;

THENCE South 00 degrees 00 minutes 00 seconds West, departing said common line, over and across said Lot 1, a distance of 39.97 feet to a point (unable to set) for corner;

THENCE North 90 degrees 00 minutes 00 seconds West, continuing over and across said Lot 1, a distance of 35.01 feet to a point (unable to set) for corner;

THENCE North 00 degrees 00 minutes 00 seconds East, continuing over and across said Lot 1, a distance of 40.00 feet to the POINT OF BEGINNING and containing 0.0321 of an acre (1,400 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 1.00136506.

SCHEDULE A
(Continued)

4. Legal description of land:

Being a 1,400 square foot tract of land situated in the T.L. Chenoweth Survey, Abstract Number 273, Town of Addison, Dallas County, Texas, and being part of Lot 1, Block A of Sam's Club Addition, an addition to the Town of Addison, Texas, as recorded in Volume 92109, Page 3687 of the Map Records of Dallas County, Texas (D.R.D.C.T.), said tract also being part of that tract of land described in deed to Wal-Mart Stores, Inc. as recorded in Volume 92010, Page 0780, D.R.D.C.T., and being more particularly described as follows:

COMMENCING at a found "X" cut in concrete for the Northeast corner of Lot 4, Block A of said Sam's Club Addition on the South right-of-way line of Belt Line Road (a variable width right-of-way);

THENCE South 00 degrees 33 minutes 56 seconds East, with the East line of said Lot 4 and with the South right-of-way line of said Belt Line Road, a distance of 14.84 feet to a point for the most Northerly Northwest corner of said Lot 1;

THENCE South 89 degrees 56 minutes 33 seconds East, departing the East line of said Lot 4, with the common North line of said Lot 1 and the South right-of-way line of said Belt Line Road, a distance of 88.54 feet to a 1/2-inch set iron rod with a blue plastic cap stamped "HALFF ESMT" (hereinafter referred to as "with easement cap") for the POINT OF BEGINNING;

THENCE South 89 degrees 56 minutes 33 seconds East, continuing with said common line, a distance of 35.01 feet to a 1/2 inch set iron with easement cap for corner;

THENCE South 00 degrees 00 minutes 00 seconds West, departing said common line, over and across said Lot 1, a distance of 39.97 feet to a point (unable to set) for corner;

THENCE North 90 degrees 00 minutes 00 seconds West, continuing over and across said Lot 1, a distance of 35.01 feet to a point (unable to set) for corner;

THENCE North 00 degrees 00 minutes 00 seconds East, continuing over and across said Lot 1, a distance of 40.00 feet to the POINT OF BEGINNING and containing 0.0321 of an acre (1,400 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 1.00136506.

PARCEL 42E
0.0321 ACRE (1,400 SQUARE FOOT)
EASEMENT OUT OF LOT 1, BLOCK A OF
SAM'S CLUB ADDITION
TOWN OF ADDISON, DALLAS COUNTY, TEXAS

BEING a 1,400 square foot tract of land situated in the T.L. Chenoweth Survey, Abstract Number 273, Town of Addison, Dallas County, Texas, and being part of Lot 1, Block A of SAM'S CLUB ADDITION, an addition to the Town of Addison, Texas, as recorded in Volume 92109, Page 3687 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 WAL-MART STORES, INC. as recorded in Volume 92010, Page 0780, D.R.D.C.T., and being more particularly described as follows:

COMMENCING at a found "X" cut in concrete for the northeast corner of Lot 4, Block A of said SAM'S CLUB ADDITION on the south right-of-way line of Belt Line Road (a variable width right-of-way);

THENCE South 00 degrees 33 minutes 56 seconds East, with the east line of said Lot 4 and with the south right-of-way line of said Belt Line Road, a distance of 14.84 feet to a point for the most northerly northwest corner of said Lot 1;

THENCE South 89 degrees 56 minutes 33 seconds East, departing the east line of said Lot 4, with the common north line of said Lot 1 and the south right-of-way line of said Belt Line Road, a distance of 88.54 feet a 1/2-inch set iron rod with a blue plastic cap stamped "HALFF ESMT" (hereinafter referred to as "with easement cap") for the POINT OF BEGINNING;

THENCE South 89 degrees 56 minutes 33 seconds East, continuing with said common line, a distance of 35.01 feet to a 1/2-inch set iron rod with easement cap for corner;

THENCE South 00 degrees 00 minutes 00 seconds West, departing said common line, over and across said Lot 1, a distance of 39.97 feet to a point (unable to set) for corner;

THENCE North 90 degrees 00 minutes 00 seconds West, continuing over and across said Lot 1, a distance of 35.01 feet to a point (unable to set) for corner;

PARCEL 42E
0.0321 ACRE (1,400 SQUARE FOOT)
EASEMENT OUT OF LOT 1, BLOCK A OF
SAM'S CLUB ADDITION
TOWN OF ADDISON, DALLAS COUNTY, TEXAS

THENCE North 00 degrees 00 minutes 00 seconds East, continuing over and across said Lot 1, a distance of 40.00 feet to the POINT OF BEGINNING and containing 0.0321 of an acre (1,400 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.

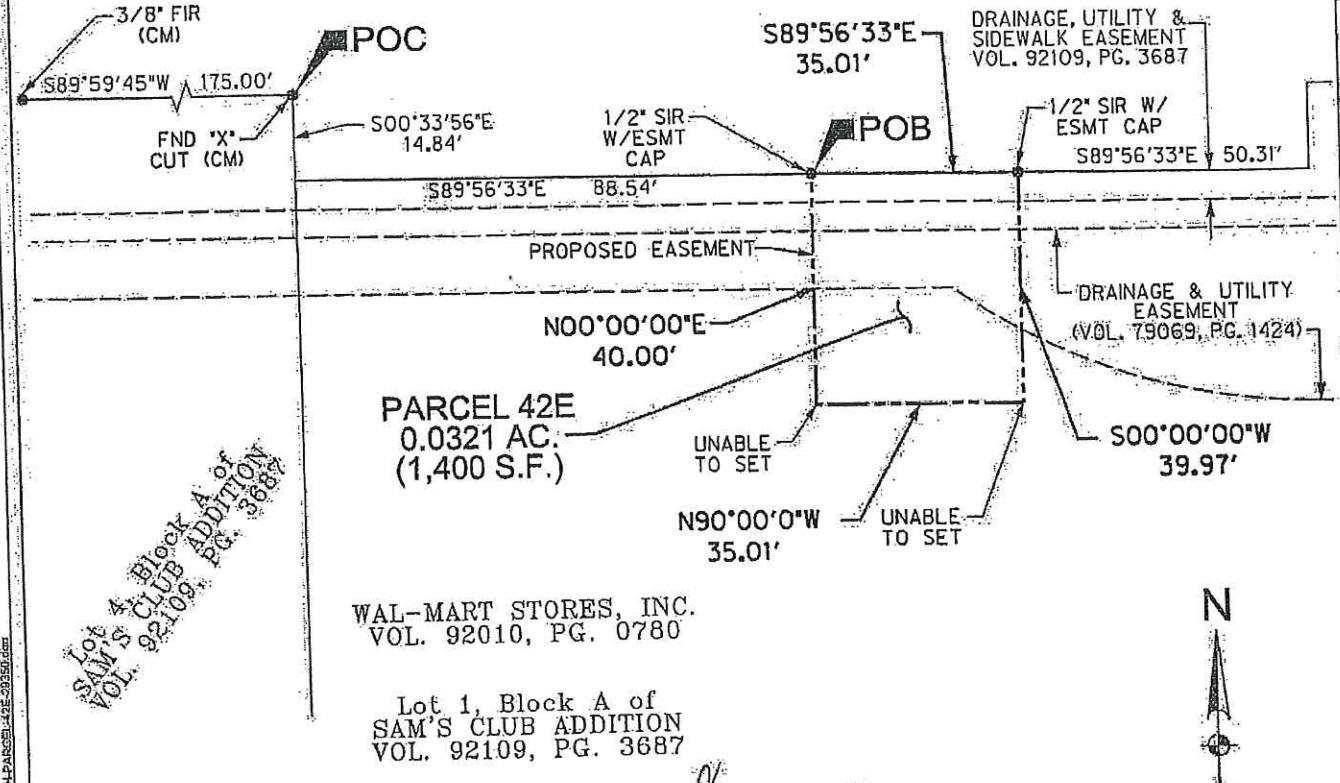
A survey exhibit of even date accompanies this metes & bounds description.



D. MYERS SURVEY, ABSTRACT NUMBER 923

T.L. CHENOWETH SURVEY, ABSTRACT NUMBER 273

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



*Lot 1, Block A of
SAM'S CLUB ADDITION
VOL. 92109, PG. 3682*

WAL-MART STORES, INC.
VOL. 92010, PG. 0780

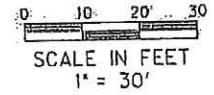
Lot 1, Block A of
SAM'S CLUB ADDITION
VOL. 92109, PG. 3687

LEGEND

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

NOTES

1. The basis of bearing is the Town of Addison Survey Control Network (December 2007 update) based on Monument Numbers COA-3, COA-4, COA-5, COA-10, & COA-11. All 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.



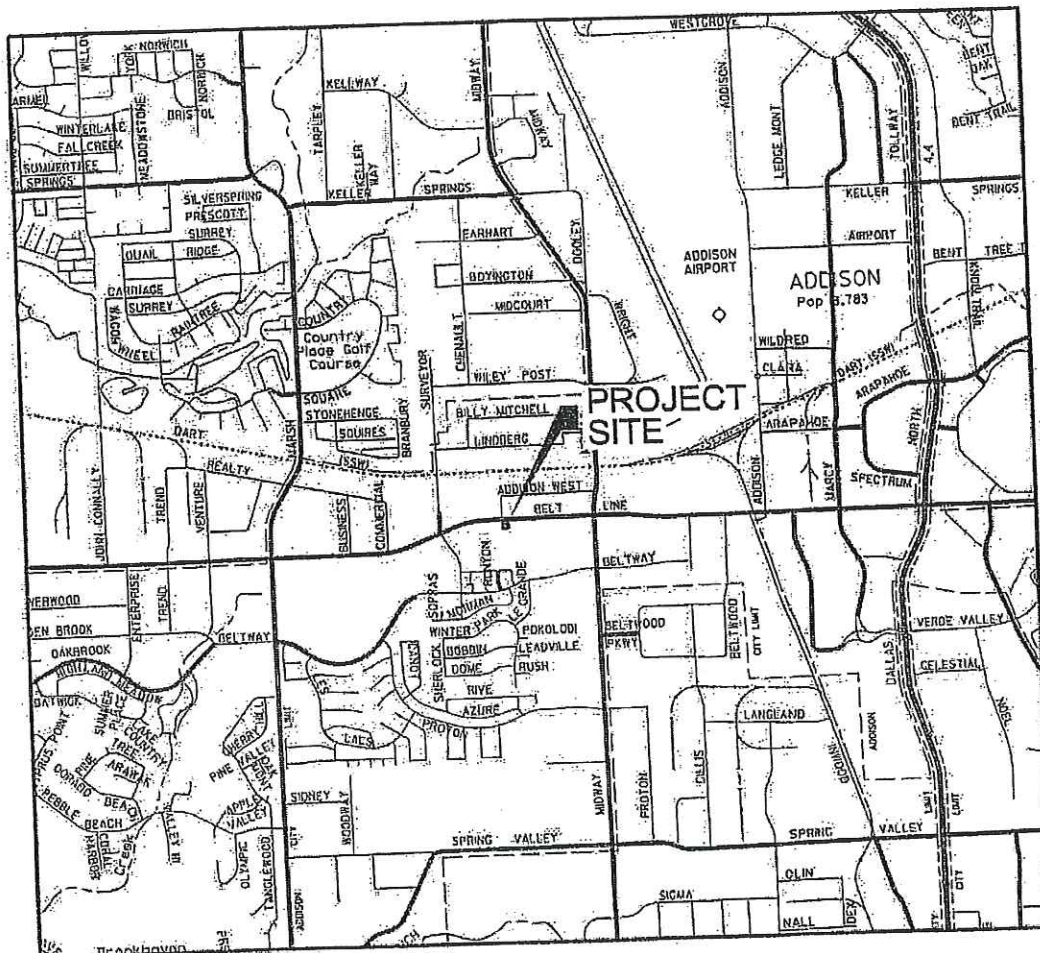
PARCEL 42E
0.0321 AC. (1,400 S.F.)
EASEMENT OUT OF LOT 1, BLOCK A OF
SAM'S CLUB ADDITION
TOWN OF ADDISON, DALLAS COUNTY, TEXAS

DATE: 10-23-2013 AVO: 29350



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

10/24/2013 4:17:57 PM 302952 HALFF



LOCATION MAP
NOT TO SCALE

PARCEL 42E
0.0321 AC. (1,400 S.F.)
EASEMENT OUT OF LOT 1, BLOCK A OF
SAM'S CLUB ADDITION
TOWN OF ADDISON, DALLAS COUNTY, TEXAS
DATE: 10-23-2013 AVO: 29350



\\2900ba2930mca001\shared\Survey\Exhibit\F044.DWG\TOR-42E-29350.dwg

HALFF

07/27/13 4:38:55 PM 29350

SCHEDULE B

Commitment No.: 14766-13-00768

GF No.: 14766-13-00768

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 79069, Page 1416, Volume 92109, Page 3687, Volume 2004081, Page 210, 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. 25-foot building line along North property line, 5-foot drainage, utility and sidewalk easement along North property line, as shown on the map/plat recorded in Volume 92109, Page 3687 and Volume 2004081, Page 210, Map/Plat Records, Dallas County, Texas.
 - g. 5-foot drainage and utility easement along North property line, recorded in Volume 92109, Page 3687, Dallas County, Texas.
 - h. Easements shown on the plat recorded in Volume 79069, Page 1424, Plat or Map Records, Dallas County, Texas.
 - i. Easement to City of Addison, recorded in Volume 78148, Page 1911, Dallas County, Texas.
 - j. Easement to Texas Power & Light Company and Southwestern Bell Telephone Company, recorded in Volume 79003, Page 2263, Dallas County, Texas.

SCHEDULE B
(Continued)

- k. Easement to City of Addison, recorded in Volume 81088, Page 585, Dallas County, Texas.
- l. Declaration and Grant of Access Easements from Wal-Mart Stores, Inc., a Delaware corporation, to Federal Deposit Insurance Corporation, as Manager of the FSLIC Resolution Fund, recorded in Volume 92009, Page 3611, Real Property Records, Dallas County, Texas; as affected by First Amendment to Declaration and Grant of Access Easements recorded in Volume 92084, Page 3278, Dallas County, Texas.
- m. Rights of tenants in possession, as tenants only, under any unrecorded leases or rental agreements.

SCHEDULE C

Commitment No.: 14766-13-00768

GF No.: 14766-13-00768

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. Must be furnished affidavit of no liens.
8. Must be furnished Certificate of Trust or a copy of the part of the Trust Agreement for Sam's Real Estate Business, that shows the trust has not terminated, the Trustee's name and the authority to bind the Trust and execute documents.
9. Title vested is as shown on Scheule "A". Order Application shows Wal-Mart Stores, Inc.
10. Determine the disposition of the interest of Sam's Real Esate Business Trust:
11. Determine the entity type of record owner Sam's Real Estate Buiness Trust (Corporation, Partnership, LLC, etc.) and obtain proper documentation authorizing any transaction.

SCHEDULE C

(Continued)

12. Determine the entity type of record owner State of Texas (Corporation, Partnership, LLC, etc.) and obtain proper documentation authorizing any transaction.
13. NOTE FOR INFORMATIONAL PURPOSES ONLY: The following deeds have been filed of record affecting the subject property within the past 24 months:

Deed filed under Volume 99121, Page 2475

NORTH AMERICAN TITLE COMPANY



Authorized Signatory

SCHEDULE D

Commitment No.: 14766-13-00768

GF No.: 14766-13-00768

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

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

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

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

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

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

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

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

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

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

President: William G. Moize

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

Senior Vice President: Laura Coffey, Emilio Fernandez, 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.

SCHEDULE D

(Continued)

(e) For purposes of this paragraph 2, "having, owning or controlling" includes the right to receipt of a percentage of net income, gross income, or cash flow of the Agent or entity in the percentage stated in subparagraph (a) or (b).

3. You are entitled to receive advance disclosure of settlement charges in connection with the proposed transaction to which this commitment relates. Upon your request, such disclosure will be made to you. Additionally, the name of any person, firm or corporation receiving any sum from the settlement of this transaction will be disclosed on the closing or settlement statement.

You are further advised that the estimated title premium* is:

Total	\$	0.00
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Of this total amount: 15% will be paid to the policy issuing Title Insurance Company; 85% will be retained by the issuing Title Insurance Agent; and the remainder of the estimated premium will be paid to other parties as follows:

Amount	To Whom	For Services
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*The estimated premium is based upon information furnished to us as of the date of this Commitment for Title Insurance. Final determination of the amount of the premium will be made at closing in accordance with the Rules and Regulations adopted by the Commissioner of Insurance.

This commitment is invalid unless the insuring provisions and Schedules A, B, and C are attached.

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

Commitment No.: 14766-13-00768

GF No.: 14766-13-00768

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

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

The arbitration provision in the Policy is as follows:

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

SIGNATURE

DATE

Title Resources Guaranty Company Privacy Policy Notice

PURPOSE OF THIS NOTICE

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

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

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

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

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

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

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

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

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

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

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

What?

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

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

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

How?

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

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

Questions?

Call 1 (888) 444-7766, extension 6585

TEXAS TITLE INSURANCE INFORMATION

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

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

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

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

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

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

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

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

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

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

You can get a copy of the policy form approved by the Texas Department of Insurance by calling the Title Insurance Company at 1-800-525-8018 or by calling the title insurance agent that issued the Commitment. The Texas Department of Insurance may revise the policy form from time to time.

You can also get a brochure that explains the policy from the Texas Department of Insurance by calling 1-800-252-3439.

Before the Policy is issued, you may request changes in the policy. Some of the changes to consider are:

- Request amendment of the "area and boundary" exception (Schedule B, paragraph 2). To get this amendment, you must furnish a survey and comply with other requirements of the Company. On the Owner's Policy, you must pay an additional premium for the amendment. If the survey is acceptable to the Company and if the Company's other requirements are met, your Policy will insure you against loss because of discrepancies or conflicts in boundary lines, encroachments or protrusions, or overlapping of improvements. The Company may then decide not to insure against specific boundary or survey problems by making special exceptions in the Policy. Whether or not you request amendment of the "area and boundary" exception, you should determine whether you want to purchase and review a survey if a survey is not being provided to you.
- Allow the Company to add an exception to "rights of parties in possession." If you refuse this exception, the Company or the title insurance agent may inspect the property. The Company may except to and not insure you against the rights of specific persons, such as renters, adverse owners or easement holders who occupy the land. The Company may charge you for the inspection. If you want to make your own inspection, you must sign a Waiver of Inspection form and allow the Company to add this exception to your Policy.

The entire premium for a Policy must be paid when the Policy is issued. You will not owe any additional premiums unless you want to increase your coverage at a later date and the Company agrees to add an Increased Value Endorsement.

CONDITIONS AND STIPULATIONS

1. If you have actual knowledge of any matter which may affect the title or mortgage covered by this Commitment that is not shown in Schedule B, you must notify us in writing. If you do not notify us in writing, our liability to you is ended or reduced to the extent that your failure to notify us affects our liability. If you do notify us, or we learn of such matter, we may amend Schedule B, but we will not be relieved of liability already incurred.

2. Our liability is only to you, and others who are included in the definition of Insured in the Policy to be issued. Our liability is only for actual loss incurred in your reliance on this Commitment to comply with its requirements, or to acquire the interest in the land. Our liability is limited to the amount shown in Schedule A of this Commitment and will be subject to the following terms of the Policy: Insuring Provisions, Conditions and Stipulations, and Exclusions.

IMPORTANT NOTICE

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

1-800-526-8018

ALSO YOU MAY CONTACT
THE TEXAS DEPARTMENT OF
INSURANCE AT

1-800-252-3439

to obtain information on:

1. filing a complaint against an insurance company or agent,
2. whether an insurance company or agent is licensed,
3. complaints received against an insurance company or agent,
4. policyholder rights, and
5. a list of consumer publications and services available through the Department.

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

AVISO IMPORTANTE

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

1-800-526-8018

TAMBIEN
PUEDE COMUNICARSE CON
EL DEPARTAMENTO DE SEGUROS
DE TEXAS AL

1-800-252-3439

para obtener información sobre:

1. como someter una queja en contra de una compañía de seguros o agente de seguros,
2. si una compañía de seguros o agente de seguros tiene licencia,
3. quejas recibidas en contra de una compañía de seguros o agente de seguros,
4. los derechos del asegurado, y
5. una lista de publicaciones y servicios para consumidores disponibles a través del Departamento.

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



August 15, 2014
AVO 29350

CERTIFIED MAIL
7013 3020 0000 6225 9703

Sam's Real Estate Business Trust
Attn: London Kemp
2001 SE 10th Street
Bentonville, AR 72716

**RE: Town of Addison, Belt Line Road Project-Phase I
Parcel 42E Property Address - 4150 Belt Line Road**

Dear Ms. Kemp:

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 4150 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 \$27,282.00 for the Parcel, which includes payment for the Parcel and improvements to be purchased and for cost-to-cure and/or permanent damages to your remaining property, subject to clear title being secured. A copy of the written appraisal is enclosed with this letter. This amount is the total amount of just compensation for all interests in the portion of your property to be acquired, as determined in accordance with State law. In accordance with State law, it is the policy of the Town to negotiate with the fee owner(s) of the real property with the understanding that you will, in turn, negotiate with any lessee or other party who may own any interest in the land or improvements, with the exception of public utility easements, which will be handled separately by the Town.

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



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

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

We'd appreciate and respectfully request the opportunity to discuss and answer any questions you may have regarding the Belt Line Road public improvements project and the details of the type of facilities to be built, or concerning the Town's offer or proposed purchase transaction. I may be contacted at (214) 217-6659 or jhowell@halff.com, 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 2/10/2014

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

Copy of Parcel Survey

Copy of SB 390

Copy of TREC Disclosure Notice

CERTIFIED MAIL

TOWN OF ADDISON BELTLINE ROAD

AVO 29350

PARCEL 42E

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

For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage		Postmark Here
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees		\$ 11.44

29350 P42E
TA02I 1141
PH01

7013 3020 0000 6225 9703

Sent To: Sam's Real Estate Business Trust
Street or PO Box: Attn: London Kemp
City: 2001 SE 10th Street
Bentonville, AR 72716

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none">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.	<p>A. Signature <input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee <i>X Joseph Howard</i></p> <p>B. Received by (Printed Name) <i>Joseph Howard</i> C. Date of Delivery AUG 18 2014</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If YES, enter delivery address below:</p>
1. Article Addressed to: Sam's Real Estate Business Trust Attn: London Kemp 2001 SE 10th Street Bentonville, AR 72716	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
2. Article Number (Transfer from service label) 7013 3020 0000 6225 9703	4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

PS Form 3811, July 2013 Domestic Return Receipt

UNITED STATES POSTAGE
 PITNEY BOWES
 \$ 011.440
 02 1P
 0003131484 AUG 15 2014
 MAILED FROM ZIP CODE 75081



Priority Mail
 ComBasPrice

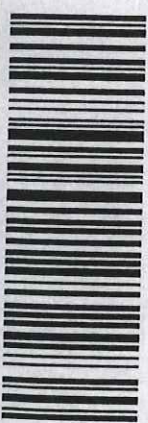
HALFF ASSOCIATES, INC.
 1201 NORTH BOWSER ROAD
 RICHARDSON, TX 75081-2275

Sam's Real Estate Business Trust
 Attn: London Kemp
 2001 SE 10th Street
 Bentonville, AR 72716

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Total Postage & Fees	\$ 11.44

Postmark
 Here
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 PH01

Sent To
 Sam's Real Estate Business Trust
 Attn: London Kemp
 2001 SE 10th Street
 Bentonville, AR 72716

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:

COMPLETE THIS SECTION ON DELIVERY

A. Signature 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

Sam's Real Estate Business Trust
 Attn: London Kemp

NEGOTIATOR'S CERTIFICATE

Owner(s): Sam's Real Estate Business Trust, a
Delaware business trust


Parcel No.: 42E

Address: 2001 SE 10th Street
Bentonville, AR 72716

Town of Addison, Belt Line Road Project
Phase I

Negotiated Amount: \$27,282.00

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

May 8, 2015
Date

