



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

LETTER OF TRANSMITTAL

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

Date: March 9, 2015
Project: Town of Addison, Belt Line Road
Project – Phase I

From: John Howell

AVO: 29350

Email: jhowell@half.com

Parcel: 46E
4151 Belt Line Road

Phone: 214-217-6659

WE ARE SENDING YOU

- Attached Under separate cover via ___ the following:
- Shop Drawings Prints Plans Drawings Specifications
- Copy of letter Report(s) CD/DVD Other: _____

VIA: Hand Delivery US Postal Service Courier Overnight Express

THESE ARE TRANSMITTED as checked below:

- For approval Approval as submitted Resubmit ___ copies for approval
- For your use Approved as noted Submit ___ copies for distribution
- As requested Returned for corrections Return ___ corrected prints
- For review/comment Other: For your Signature

ITEMS SENT:

- **Original Easement for Utilities and Sidewalk**

COMMENTS:

Please sign and notify us at phone or email listed above when ready for pick up.
Funding Package will be submitted upon receipt of signed deed along with closing instructions for the title company.
Let us know if you have any questions.

Thanks!

SIGNED:  John Howell

COPIES:

- File Owner Contractor Other:

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

After Recording Return To:

**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: February 25, 2015

GRANTOR: Merrifield No. 1 Limited Partnership aka
The Merrifield No. 1 Limited Partnership, a Texas limited partnership
25 Highland Park Village, Suite 100/396
Dallas, TX 75205
(Dallas 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:
The Merrifield No. 1 Limited Partnership
25 Highland Park Village, Suite 100/396
Dallas, TX 75205
Attn: Paul D. Lewis

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:

**Merrifield No. 1 Limited Partnership aka
The Merrifield No. 1 Limited Partnership,
a Texas limited partnership:**

by: LP Addison Beltline GP, LLC,
a Texas limited liability company, its General Partner:

by: Paul D. Lewis
Paul D. Lewis, Managing Member

GRANTEE:

Town of Addison, Texas:

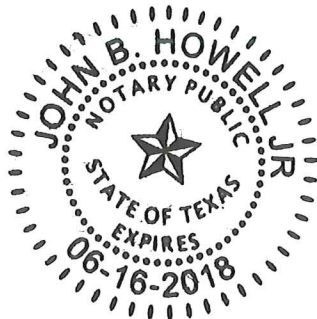
By: Lea Dunn
Lea Dunn, City Manager

Acknowledgments

State of Texas,
County of Dallas:

Before me, the undersigned authority, on this day personally appeared Paul D. Lewis, Managing Member of LP Addison Beltline GP, LLC, a Texas limited liability company, the General Partner of The Merrifield No. 1 Limited Partnership, a Texas 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, in the capacity therein stated and on behalf of said limited partnership.

Given under my hand and seal of office this 26th day of February, 2015.




(seal)

John B. Howell Jr.
Notary Public, State of Texas
Print Name: _____

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 10th day of March, 2015.



Notary Public, State of Texas
Print Name: Chelsea Gonzalez

(seal)



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Consent and Subordination by Lienholder

Lienholder, the undersigned **Comerica Bank, successor by merger with Comerica Bank-Texas**, whose address is 39200 Six Mile Road, Livonia, MI 48152, as the holder of [a] lien[s] on the Easement Property, consents to the terms of the above grant of Easement, including the terms and conditions of the grant and all provisions of this Easement for Utilities, and Lienholder hereby subordinates its lien[s] to the rights and interests of Grantee (and Grantee's heirs, successors and assigns), so that a foreclosure of the lien[s] (or transfer in lieu of foreclosure, or Lienholder's succession to the interests of Grantor, its successors and assigns, by other means) will not extinguish the rights and interests of the Grantee, its heirs, successors and assigns. The person signing on behalf of Lienholder hereby represents that the person has authority and is duly authorized to sign this Consent and Subordination by Lienholder on behalf of and to bind Lienholder.

LIENHOLDER:

**Comerica Bank, successor by merger with Comerica Bank – Texas,
a Texas banking association:**

by: *Rebecca Callahan*
Printed name: Rebecca Callahan
Title: Vice President

State of Texas,
County of DALLAS :

Before me, the undersigned authority, on this day personally appeared REBECCA CALLAHAN, as VP of Comerica Bank, successor by merger with Comerica Bank - Texas, a Texas banking association, 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 association.

Given under my hand and seal of office this 4 day of March, 2015.



Linda K Landers
Notary Public, State of Texas
Print Name: LINDA K. LANDERS

Easement for Utilities and Sidewalk

EXHIBIT "A"

PARCEL 46E
0.0503 AC. (2,193 S.F.)
EASEMENT OUT OF LOT 2,
GOFF ADDITION
TOWN OF ADDISON, DALLAS COUNTY, TEXAS

BEING a 2,193 square foot tract of land situated in the W. H. WITT SURVEY, Abstract Number 1609, Town of Addison, Dallas County, Texas, being part of Lot 2, GOFF ADDITION, an addition to the Town of Addison, Texas, as recorded in Volume 80005, Page 3044 of the Deed Records, Dallas County, Texas (D.R.D.C.T.), said tract also being part of that tract of land described in deed to Merrifield No. 1 Limited Partnership as recorded in Volume 2003074, Page 06052, D.R.D.C.T., and being more particularly described as follows:

BEGINNING at a set "X" cut in concrete for the southwest corner of said Lot 2, said corner being on the east line of Lot 3A of Addison West Industrial Park, an addition to the Town of Addison, Texas, as recorded in Volume 93212, Page 6350, D.R.D.C.T., and on the north right-of-way line of Belt Line Road (a variable width right-of-way);

THENCE North 00 degrees 08 minutes 12 seconds West, departing said north right-of-way line of Belt Line Road and with the common west line of said Lot 2 and said east line of Lot 3A, a distance of 32.00 feet to a set "X" cut in concrete for corner;

THENCE North 90 degrees 00 minutes 00 seconds East, departing said common west line of said Lot 2 and said east line of Lot 3A, a distance of 21.52 feet to a set "X" cut in concrete for corner;

THENCE South 00 degrees 03 minutes 39 seconds East, a distance of 11.33 feet to a set "X" cut in concrete for corner;

THENCE South 89 degrees 57 minutes 12 seconds East, a distance of 76.10 feet to a set "X" cut in concrete for corner;

THENCE South 31 degrees 06 minutes 39 seconds East, a distance of 4.66 feet to a set "X" cut in concrete on the common east line of Lot 2 and the west line of Lot 1 of said GOFF ADDITION;

THENCE South 00 degrees 08 minutes 12 seconds East, with said common east line of Lot 2 and said west line of Lot 1, a distance of 14.88 feet to a set "X" cut in concrete for the south common corner of said Lot 2 and Lot 1, said corner also being on said north right-of-way line of Belt Line Road;

THENCE South 89 degrees 41 minutes 59 seconds West, with the common south line of said Lot 2 and said north right-of-way line of Belt Line Road, a distance of 39.93 feet to a point for corner from which a 1/2-inch found iron rod with "ABA" cap bears North 64 degrees West, a distance of 1.3 feet;

PARCEL 46E
0.0503 AC. (2,193 S.F.)
EASEMENT OUT OF LOT 2,
GOFF ADDITION
TOWN OF ADDISON, DALLAS COUNTY, TEXAS

THENCE South 88 degrees 32 minutes 42 seconds West, continuing with said common south line of said Lot 2 and said north right-of-way line of Belt Line Road, a distance of 60.09 feet to the POINT OF BEGINNING and containing 0.0503 of an acre (2,193 square feet) of land, more or less.

NOTES:

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

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

[Handwritten signature]
23 OCT
2013



W.H. WITT SURVEY, ABSTRACT NUMBER 1609

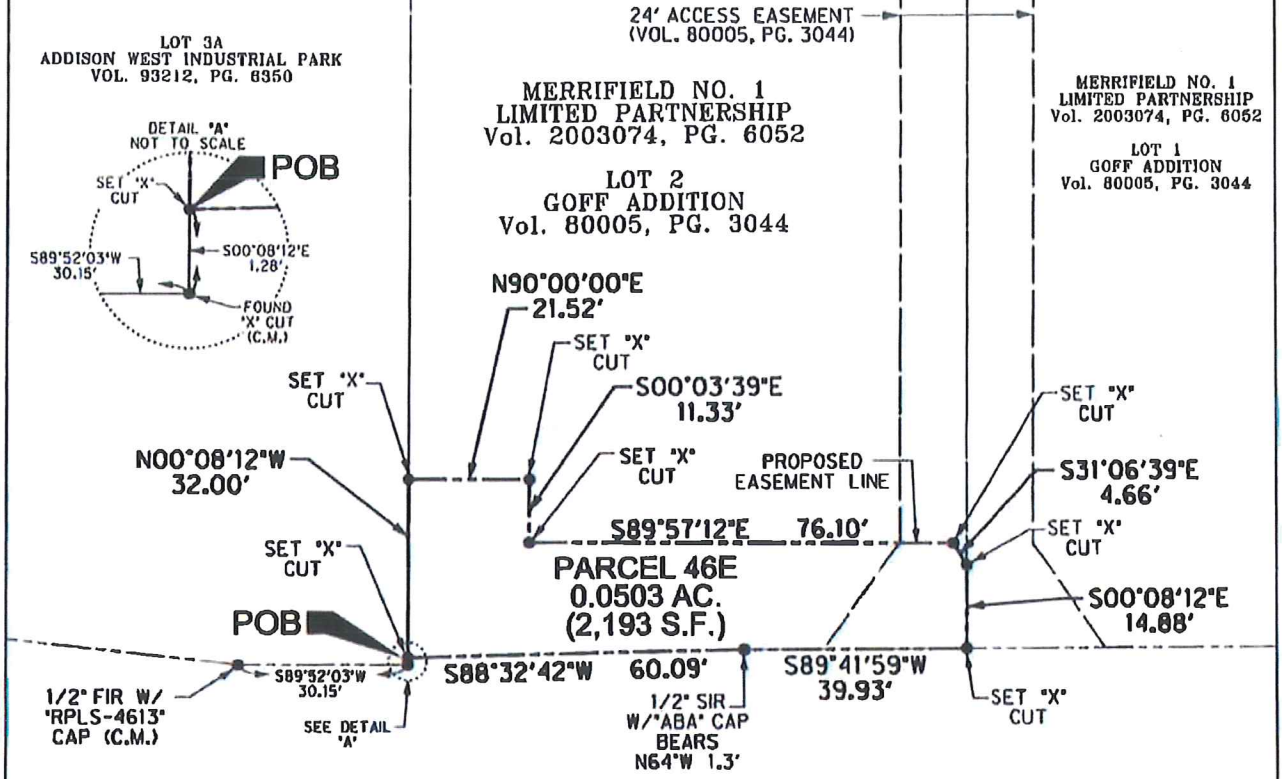
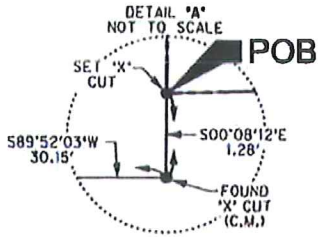
LOT 3A
ADDISON WEST INDUSTRIAL PARK
VOL. 93212, PG. 8350

MERRIFIELD NO. 1
LIMITED PARTNERSHIP
Vol. 2003074, PG. 6052

MERRIFIELD NO. 1
LIMITED PARTNERSHIP
Vol. 2003074, PG. 6052

LOT 1
GOFF ADDITION
Vol. 80005, PG. 3044

LOT 2
GOFF ADDITION
Vol. 80005, PG. 3044



BELT LINE ROAD

(VARIABLE WIDTH RIGHT-OF-WAY)

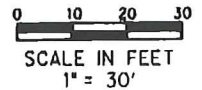
T.L. CHENOWETH SURVEY, ABSTRACT NUMBER 273

LEGEND

(CM)	CONTROLLING MONUMENT
SIR	SET IRON ROD
W/CAP	WITH YELLOW PLASTIC CAP STAMP "HALFF"
W/ESMT CAP	WITH BLUE PLASTIC CAP STAMP "HALFF ESMT"
FIR	FOUND IRON ROD
POB	POINT OF BEGINNING
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 1.000136506.
- A notes & 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.



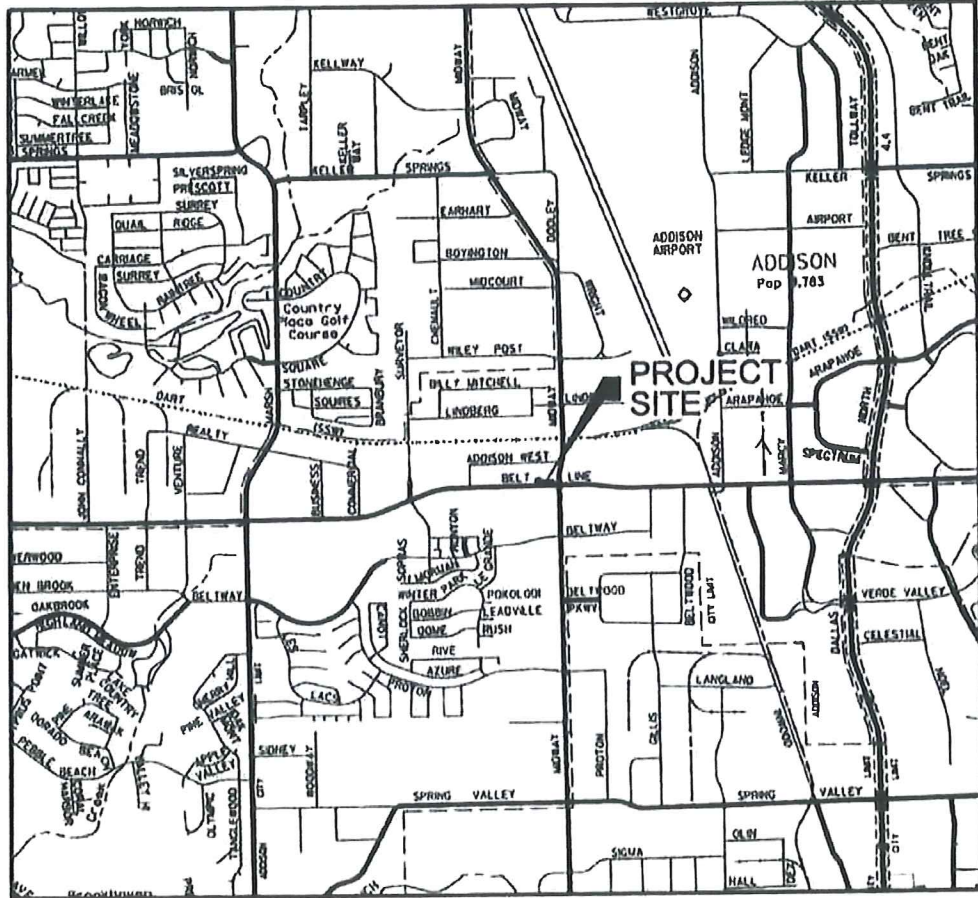
PARCEL 46E
0.0503 AC. (2,193 S.F.)
EASEMENT OUT OF LOT 2,
GOFF ADDITION
TOWN OF ADDISON, DALLAS COUNTY, TEXAS

DATE: 10-23-2013 AVO: 29350



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

1:02/2013 7:46:38 PM 8/1/2013 HALFF \\s00060595959\CADD\Survey\SumL\Exhibit\FD4245\FE_46E-29350.dwg



LOCATION MAP
NOT TO SCALE

PARCEL 46E
0.0503 AC. (2,193 S.F.)
EASEMENT OUT OF LOT 2,
GOFF ADDITION
TOWN OF ADDISON, DALLAS COUNTY, TEXAS
DATE: 10-23-2013 AVO: 29350

