

4915 Gus Thomasson Rd. Mesquite, Texas 75150

### **Don Patterson**

email-charis1@msn.com

Mobile: 972-754-3537

Office: 972-681-7072 Fax: 972-279-1508

# A LIST OF PREVIOUS PRECISE PROJECTS INCLUDE THE FOLLOWING:

- 900 Acre Boundary Survey, Rowlett, Texas
- 300 Acre Boundary Survey, Mesquite, Texas
- 300 Acre Boundary & Topography Survey, Rockwall Co.
- 100 Acre Boundary Survey, Collin County, Texas
- 200 Acre Boundary Survey, Dallas, Texas
- 112 Acre Boundary Survey, Rockwall Co., Texas
- 300 Acre Boundary Survey, Kaufman, Texas
- 333 Acre Boundary Survey, Rockwall, Texas
- 105 Acre Boundary Survey, Grand Prairie, Texas
- 265 Acre Boundary Survey, Rockwall, Texas
- 280 Lot Subdivision-Staked Lots Indian Creek, Carrollton, Texas
- 303 Lot Subdivision-Staked Lots Plano, Texas
- 150 Lot Subdivision-Staked Lots Plano, Texas
- 140 Lot Subdivision-Staked Lots Country Brook, Garland, Texas
- 105 Lot Subdivision-Staked Lots Sachse, Texas
- 300 Lot Subdivision-Staked Lots Grand Prairie, Texas
- 80 Lot Subdivision-Staked Lots Garland Springpark, Garland, Texas
- 265 Lot Subdivision-Staked Lots Cedar Hill, Texas
- 320 Unit Apartment "Construction" Survey Frisco, Texas
- 140 Unit Apartment "As-Built" Survey, Dallas, Texas
- 100 Unit Apartment "As-Built" Survey, Dallas, Texas
- 35 Acre ALTA Survey Outlet Malls of America, Plano, Texas
- 75 Acre Topographic Survey, Richland, Texas
- 125 Acre Topographic Survey, Irving, Texas
- 2 Mile Topographic and Design Survey, Rowlett, Texas
- 5,000 Linear Feet of Route Surveys for Water Line, Rockwall, Texas
- 3,200 Linear Feet of Route Surveys for Water Line, Rockwall, Texas
- 40,000 Linear Feet of Route Surveys for Sanitary Sewer, Tarrant County, Texas
- 3,500 Linear Feet of Route Surveys for Sanitary Sewer, Rockwall, Texas
- 10,000 Linear Feet of Route Surveys for water Line, McKinney, Texas
- 5,000 Linear Feet of Shoreline Layout for Easements Location, Rockwall, Texas
- 6 Miles of Route surveys for Telecommunications, Dallas, Texas
- 2.5 Miles of Route Surveys for Sanitary Sewer Locations
- Landfill Carrollton, and Garland, Texas
- 300 Cellphone Surveys Texas, Oklahoma and Arkansas
- 16,000 Feet of Gas Pipeline Surveys Garland Landfill, Garland, Texas

**Provides** 

# **GPS SERVICES**

in a quick, accurate and cost effective manner.

Why go to the expense and hassle of buying or leasing equipment, software and training for your occasional GPS needs?

When all you have to do is pick up the telephone and call Greg Samples, at 972-681-2616.

We offer GPS service with HIGHLY trained GPS technicians.

Precise gives you the peace of mind that comes from dealing with a company insured to the highest standards.

### Precise Land Surveying, Inc.

4915 Gus Thomasson Rd. Mesquite, Texas 75150 Office: 972-681-2616

Fax: 972-686-4471

Call for Quotes on other types of Surveying



4915 Gus Thomasson Rd. Mesquite, Texas 75150 972-681-7072 Fax 972-279-1508

### "I HAVE SOME IMPORTANT INFORMATION TO SHARE WITH YOU"

Precise Land Surveying, Inc. is ready to help you with all your surveying needs. Our *field-to-finish* capability can provide the data you require in a quick, accurate and cost effective manner.

Precise will help you stay on time and under budget when dealing with the hassles of fighting the survey workload. When project demands call for expanded capability, call on Precise Land Surveying, Inc.

Precise's field crews are equipped with the latest total stations and data collectors, supported by an office staff including three (3) Registered Professional Land Surveyors. Whether you want G.P.S., topographic mapping, boundary surveys, A.L.T.A. or construction staking, we can supply the service you require.

Precise Land Surveying also gives you the peace of mind that comes from dealing with a company insured to the highest industry standards.

The next time you need assistance on any survey project, please don't hesitate to call Precise Land Surveying, Inc. at (972) 682-1095.

Sincerely,

Gary N. Vike President

my M. Viko



4915 Gus Thomasson Rd. Mesquite, Texas 75150 972-681-7072 Fax 972-279-1508

### The Professionals

Precise is proud of their reputation for putting the customer first in every area of their operation. This attitude is one of the most important contributors to their success and to the success of the customers that they serve. Since the company was established in March 1993, the management at Precise has worked toward the goal of "Customer First" by building a team of top-notch professional people in every department of the company. They have over seventy men and women all dedicated to making the customer "Number 1".

The field crews are equipped with the latest in total stations and data collection equipment as well as mobile phones, modems, and fax machines to get the survey back to the technical department as quickly as possible. The C.A.D. department is totally automated to produce quality and accurate drawings.

Precise Land Surveying, Inc. offers a complete line of surveying services in all areas of land surveying, such as: boundary and topographic surveys, residential title surveys, as-built surveys, construction surveys, preparation of right-of-way documents, abstracting and research of property and tree surveys.

Precise has three R.P.L.S.'s on staff to supervise all work. Precise also gives you the *Peace of Mind* that comes from working with a company insured to the highest industry standards.

As you can see Precise Land Surveying, Inc. is the company to handle all your surveying needs. Call the PLS professionals at 972-681-7072.

Sincerely,

Gary N. Vike President

# SERVICES OFFERED By PRECISE LAND SURVEYING, INC.

### Boundary Surveys

### GPS Surveys

### Construction Staking - Commercial, Industrial, Residential & Highways

Deed Research

Builder Work, Lot Stake, Form, Final

Topographic Mapping Surveys

Site Plans

**ALTA Surveys** 

Residential Mortgage Surveys

Roadway Surveys

Route Surveys

Control Surveys







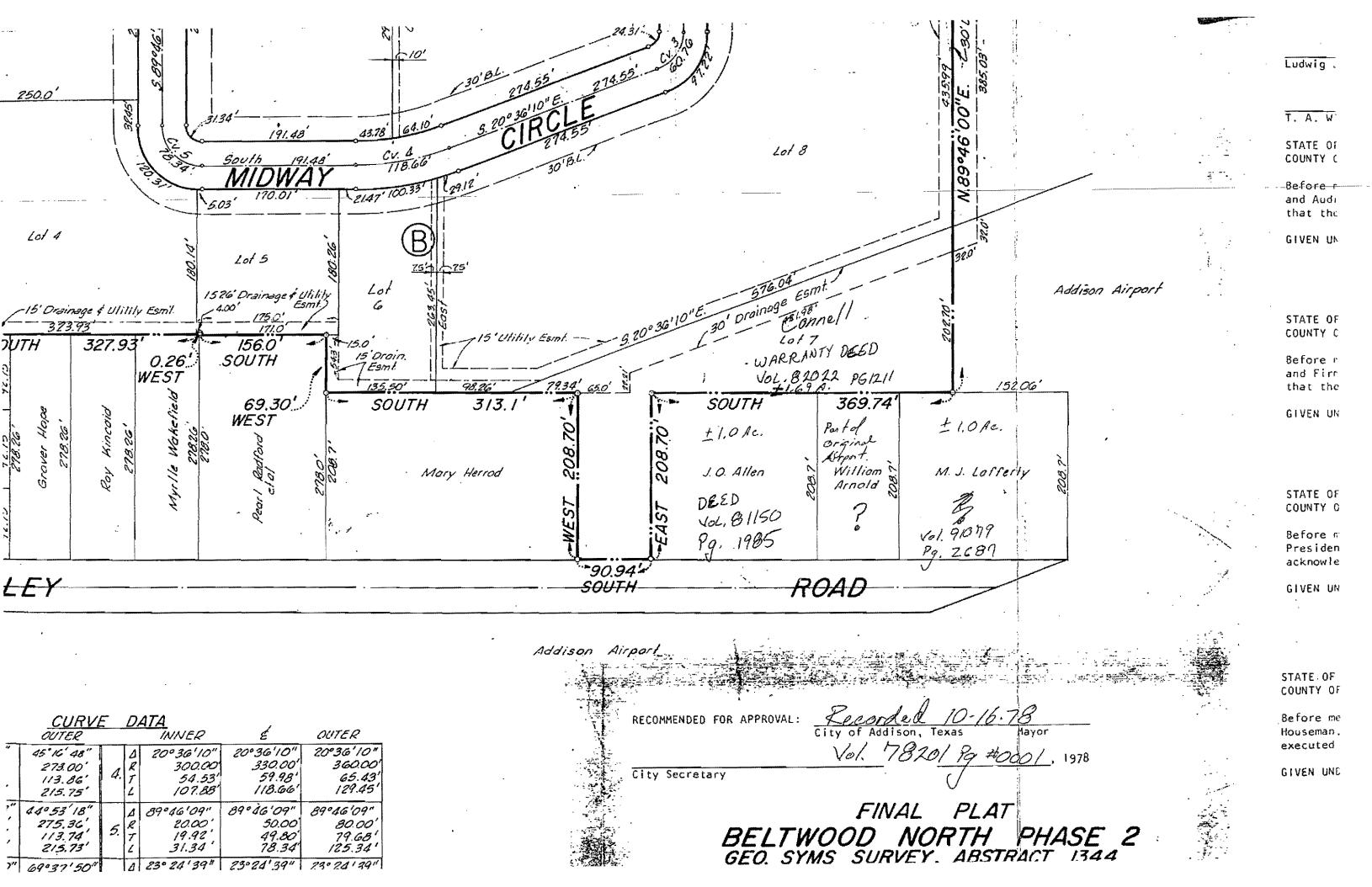


CONSULTING CIVIL ENGINEERS / SURVEYORS CONSTRUCTION MANAGERS

### MORI AKHAVAN, P.E.

17311 DALLAS PKWY., SUITE 200 DALLAS, TEXAS 75248 972-250-2727 FAX 972-250-4774

mori@dal-tech.com





# FIELD NOTE DESCRIPTION SUB SURFACE AREA A PORTION OF ADDISON AIRPORT Wm. LOMAX SURVEY, ABSTRACT 792 E. COOK SURVEY, ABSTRACT 326 ADDISON, DALLAS COUNTY, TEXAS EXHIBIT 3

Being 195,683 square feet or 4.492 acres out of a called 365.34 acre tract as conveyed to the City of Addison, by deed recorded in Volume 77010, Page 1391, Deed Records, Dallas County, Texas, said called 365.34 acre tract being out of the Wm. Lomax Survey, Abstract 792 and the E. Cook Survey, Abstract 326, all in the City of Addison, Dallas County, Texas and being more particular described as follows: (Bearings based on USC&GS Station "ARP 1966", with coordinates of N 7,038,355.36-E 2,478,877.80 NAD83 and USC&GS Station "Airport Beacon", with coordinates of N 7,039,062.68-E 2,478,167.73 NAD83)

BEGINNING, at a set 5/8" iron rod on the Easterly line of Dooley Road (width varies), said iron rod being \$56°37'15"E, a distance of 64.79 feet from the Northerly cut-back corner at the northeast corner of the intersection of said Dooley Road with Keller Springs Road (50 feet wide);

THENCE, N00°43'52"W, departing the Easterly line of said Dooley Road, a distance of 18.61 feet to a point for corner;

THENCE, N89°16'08"E, a distance of 174.25 feet to a point for corner at the beginning of a tangent curve to the right, said curve having a radius of 1763.00 feet;

THENCE, continuing along said curve to the right, having a central angle of 05°47'20", a chord bearing of S87°50'12"E, a chord distance of 178.05 feet, and an arc distance of 178.13 feet to a point of tangency;

THENCE, S84°56'32"E, a distance of 1,301.25 feet to a point for corner;

THENCE, S05°03'28"W, a distance of 126.00 feet to a point for corner;

THENCE, N84°56'32" W, a distance of 1,301.25 feet to a point for corner at the beginning of a tangent curve to the left having a radius of 1,637.00 feet;

THENCE, continuing along said curve to the left, having a central angle of 05°47'20", a chord bearing of N87°50'12"W, a chord distance of 165.33 feet, and an arc distance of 165.40 feet to the point of tangency;

THENCE, S89°16'08"W, a distance of 48.34 feet to a point for corner on the Easterly line of Dooley Road;

THENCE, N00°12'22"W, continuing along said Easterly line 92.32 feet to a corner on the Northerly line of Dooley Road;

THENCE, S89°42'54"W, continuing along said Northerly line of Dooley Road, a distance of 105.72 feet to a point for corner;

THENCE, N56°37'15"W, continuing along the Northerly line of Dooley Road, a distance of 25.41 feet to the POINT OF BEGINNING, and containing 195,683 square feet or 4.492 acres in the metes and bounds recited.

This is to certify that the above description was prepared from an on the ground survey conducted under my supervision.

\_\_\_\_ DATE: 9/10/96

Ayub K. Sandhu, P.E.,R.P.L.S. Texas Surveyor Registration No. 2910

Approval:

Texas Turnpike Authority



# FIELD NOTE DESCRIPTION SURFACE RIGHT-OF WAY EASEMENT A PORTION OF ADDISON AIRPORT Wm. LOMAX SURVEY, ABSTRACT 792 E. COOK SURVEY, ABSTRACT 326 ADDISON, DALLAS COUNTY, TEXAS EXHIBIT 4

Being 127,111 square feet or 2.918 acres out of a called 365.34 acre tract as conveyed to the City of Addison by deed recorded in Volume 77010, Page 1391, Deed Records, Dallas County, Texas, said called 365.34 acre tract being out of the Wm. Lomax Survey, Abstract 792 and the E. Cook Survey, Abstract 326, all in the City of Addison, Dallas County, Texas and being more particularly described as follows: (Bearings based on USC&GS Station "ARP 1966" with coordinates of N 7,038,355.36-E 2,478,877.80 NAD83 and USC&GS Station "Airport Beacon" with coordinates of N 7,039,062.68-E 2,478,167.73 NAD83);

COMMENCING at a found 5/8 inch iron rod at an eastern corner of said called 365.34 acre tract and on the Westerly line of Addison Road (width varies), said corner lying on the apparent North line of said E. Cook Survey, same being the apparent South line of the said Wm. Lomax Survey as called for in the said City of Addison deed, said corner also being at the beginning of a curve to the left, said curve having a radius of 746.30 feet, having a central angle of 00°07'43", a chord bearing of S24°44'05"E, a chord distance of 1.67 feet;

THENCE, along said curve to the left and said Westerly line of Addison Road, an arc distance of 1.67 feet to a set 5/8 inch iron rod, a point for corner, said corner being the POINT OF BEGINNING;

THENCE, continuing along said curve to the left and said Westerly line of Addison Road, in a Southerly direction, an arc distance of 22.90 feet to a set 5/8" iron rod, the point of tangency;

THENCE, \$26°33'25"E, continuing along the Westerly line of said Addison Road, a distance of 34.05 feet to a set x-cut in concrete, a point for corner at the beginning of a tangent curve to the right having a radius of 686.30 feet;

THENCE, continuing along the Westerly line of said Addison Road, along said curve to the right having a central angle of 03°37'28", a chord bearing of S24°44'41"E, a chord distance of 43.41 feet, and an arc distance of 43.41 feet to a set 5/8" iron rod, a point for corner;

THENCE, S69°09'04"W, departing the Westerly line of said Addison Road, a distance of 108.70 feet to a found x-cut in concrete, a point for corner;

THENCE, S63°42'00"W, 87.24 feet to a set x-cut in concrete, a point for corner at the beginning of a non-tangent curve to the right, said curve having a radius of 610.17 feet;

THENCE, along said curve to the right, having a central angle of 03°02'43", a chord bearing of S78°51'24"W, a chord distance of 32.43 feet, and an arc distance of 32.43 feet to a set x-cut in concrete, a point for corner;

THENCE, S09°37'15"E, a distance of 4.50 to set x-cut in concrete, a point for corner at the beginning of a non-tangent curve to the right, said curve having a radius of 614.67 feet;

THENCE, continuing along said curve to the right, having a central angle 14°40'43", a chord bearing of

S87°43'07"W, a chord distance of 157.04 feet, and an arc distance of 157.47 feet to a set x-cut in concrete, at the point of tangency;

THENCE, N84°56'32"W, a distance of 60.20 feet to a set 5/8" iron rod, a point for corner;

THENCE, N05°03'28"E, a distance of 10.00 feet to a set 5/8" iron rod, a point for corner;

THENCE, N84°56'32"W, a distance of 126.00 feet to a set x-cut on concrete, a point for corner;

THENCE, S05°03'28"W, a distance of 11.00 feet, to a set x-cut on concrete, a point for corner;

THENCE, N84°56'32"W, a distance of 274.00 feet to a set x-cut on concrete, a point for corner:

THENCE, S05°03'28"W, a distance of 8.00 feet to a set x-cut on concrete, a point for corner;

THENCE, N84°56'32"W, a distance of 177.73 feet to a set x-cut in concrete, a point for corner;

THENCE, N05°03'28"E, a distance of 156.00 feet to a set x-cut in concrete, a point for corner;

THENCE, S84°56'32"E, a distance of 177.73 feet to set x-cut in concrete, a point for corner;

THENCE, S05°03'28"W, a distance of 8.00 feet to set x-cut in concrete, a point for comer;

THENCE, S84°56'32"E, a distance of 274.00 feet to a set x-cut in concrete, a point for corner;

THENCE, S05°03'28"W, a distance of 11.00 feet to a set x-cut in concrete, a point for corner;

THENCE, S84°56'32"E, a distance of 186.20 feet to a set x-cut in concrete, a point at the beginning of a tangent curve to the left having a radius of 486.67 feet;

**THENCE**, along said curve to the left, having a central angle of 02°42'31", a chord that bears S86°17'48"E, 23.01 feet, and an arc distance of 23.01 feet, to a set x-cut in concrete, a point for corner;

THENCE, S02°20'56"W, a distance of 4.50 feet to a set x-cut in concrete, a point for corner, the beginning of a non-tangent curve to the left having a radius of 491.17 feet;

THENCE, along said curve to the left, having a central angle of 14°04'12", a chord that bears N85°18'50"E, a chord distance of 120.31, and an arc length of 120.62 feet to a set x-cut in concrete, a point for corner;

THENCE, \$11°43'16"E, a distance of 4.50 feet, to a set x-cut in concrete, a pont for corner;

THENCE, N86°11'56"E, a distance of 54.34 feet, to a set 5/8 inch iron rod, a pont for corner;

THENCE, N68°46'01"E, a distance of 124.95 feet, to a set 5/8 inch iron rod, a pont for corner;

THENCE, N20°42'56"W, a distance of 8.82 feet, to a set 5/8 inch iron rod, a pont for corner;

THENCE, N69°09'04"E, a distance of 2.15 feet to the POINT OF BEGINNING, and containing 127,111

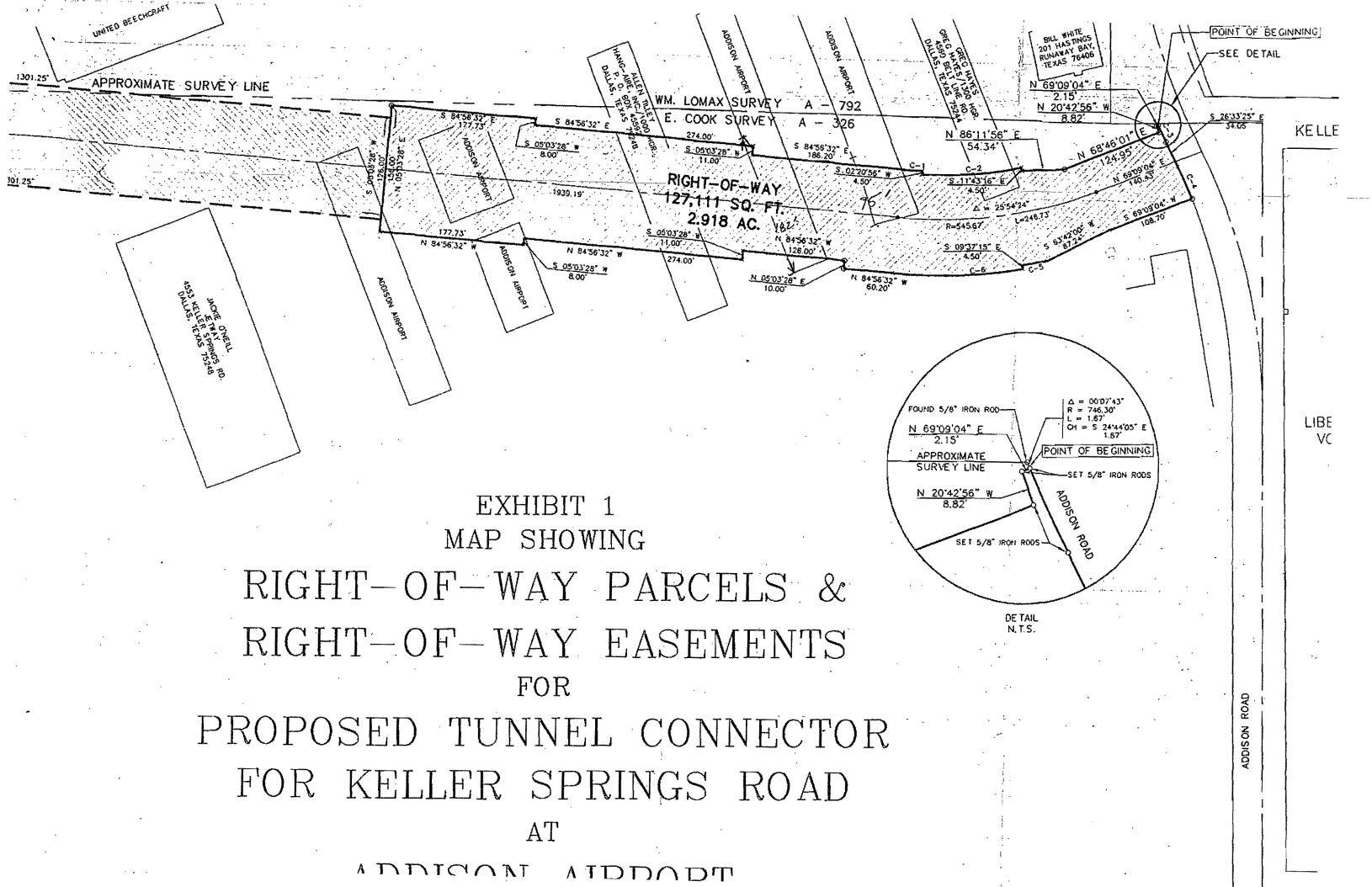
square feet or 2.918 acres in the metes and bounds recited.

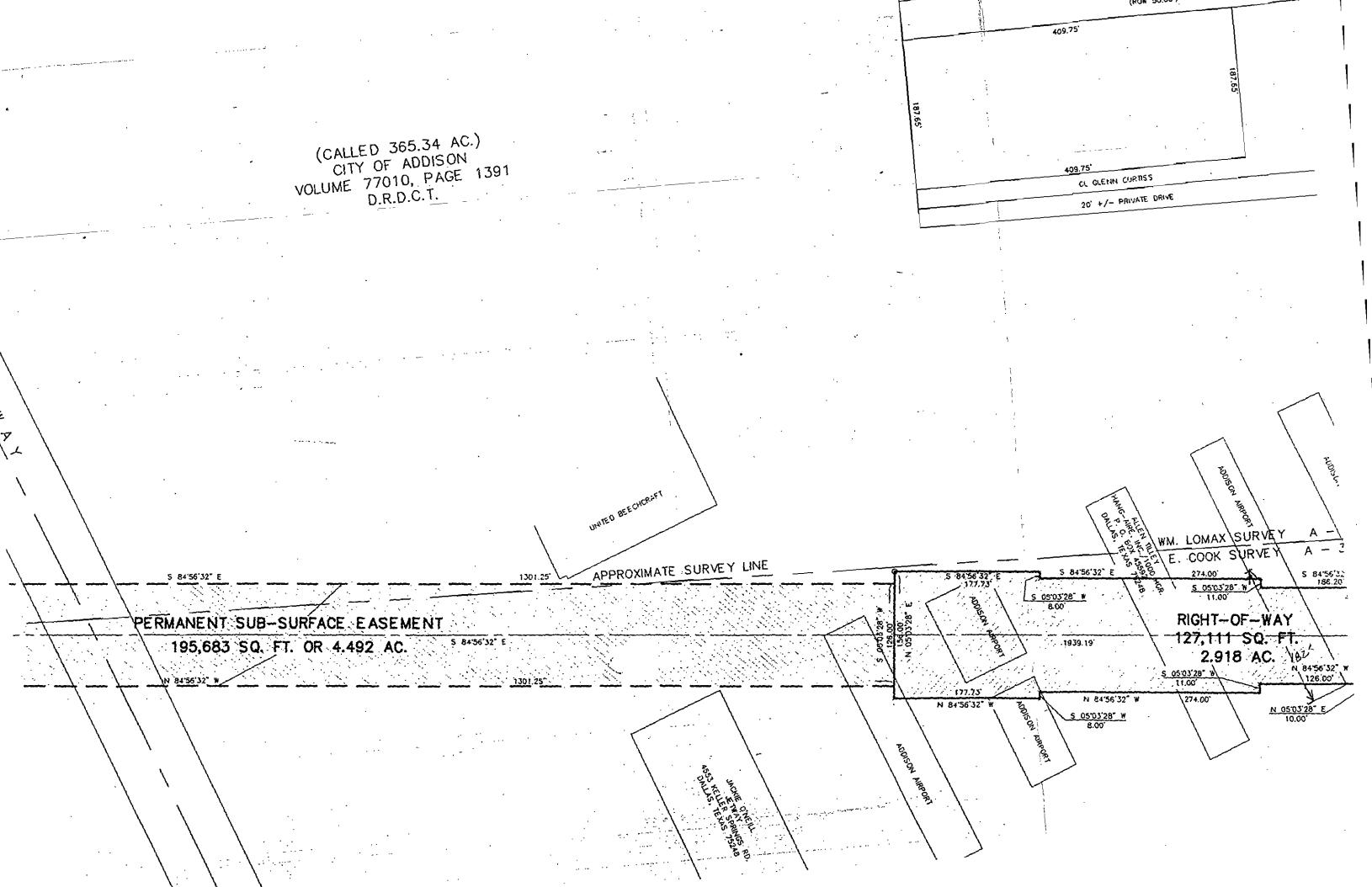
This is to certify that the above description was prepared from an on the ground survey conducted under my supervision.

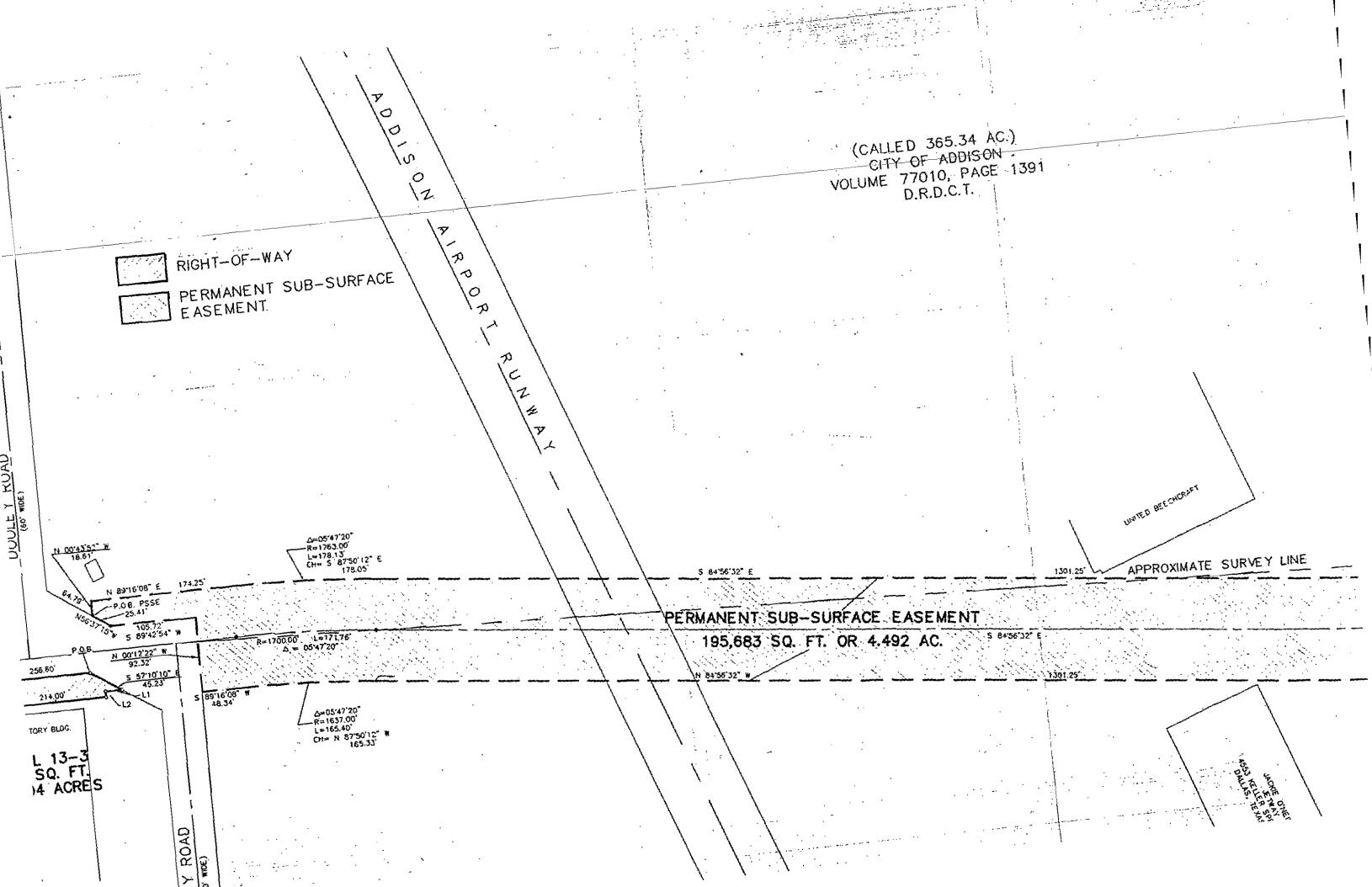
Ayub R. Sandhu, P.E., R.P.L.S.
Texas Surveyor Registration No. 2910

Approval:

Texas Tumpike Authority









### PUBLIC WORKS DEPARTMENT

(972) 450-2871

Post Office Box 2010 Addison Texas 75001-2010

16801 Westgrove

May 14, 1999

Mr. John Hill Cowles & Thompson 901 Main St., Suite 4000 Dallas, Texas 75202

Re: Addison Airport Property Map Exhibit "A"

Dear John:

Please find attached a copy of the following deeds that reflect the Town's ownership of the airport:

| Parcel                | Tract No.                                    | Dallas County  | Deed Records   | Acreage                             |
|-----------------------|--|--|--|-------------------------------------|
| 1<br>2<br>3<br>4<br>5 | A-1, A-2, A-3, A-4<br>B-1<br>B-2<br>B-2<br>C | Vol. 77010<br>Vol. 91079<br>Vol. 81150<br>Vol. 82022<br>Vol. 98015 | Pg. 1391<br>Pg. 2687<br>Pg. 1985<br>Pg. 1211<br>Pg. 2143 | 364.34<br>1.0<br>1.0<br>1.69<br>1.5 |
| 6                     | D  | Vol. 97217   | Pg. 1352   | 1.5                                 |
| Total                 |  |  |  | 371.03                              |

I have also included a sketch for B-2 to help clarify the different smaller parcels and a metes & bounds description for the NTTA parcel. After you have had a chance to review the map and documents, please complete the attached land certification for Tx-DOT. If you have any questions or need additional information, please call me.

Sincerely,

John R. Baumgartner, P.E. Director of Public Works

ce: Ken Dippel (without attachments) Chris Terry (without attachments)

### ATTORNEY'S CERTIFICATE OF AIRPORT PROPERTY INTERESTS

Re: Those certain tracts of land, including servient interests, described as:

### ADDISON AIRPORT

and also described in the Exhibit A property map, dated May, 1999 by Barnard Dunkelberg & Company, attached hereto and made a part hereof for all purposes (hereinafter referred to as the "Airport")

I, John M. Hill, being currently licensed to practice law in the State of Texas, and being the Attorney acting for the Town of Addison, Texas (hereinafter referred to as "Sponsor") do certify that, to the best of my knowledge and belief, as of June 17, 1999, Sponsor held fee simple title and other good and sufficient title to Addison Airport, such as to qualify Sponsor and Airport under that Texas Department of Transportation Airport Project Participation Agreement now contemplated between Sponsor and the Texas Department of Transportation, a draft copy of said Agreement having been made available to me prior to execution of these presents.

I further certify that he best of my knowledge and belief, such tracts are the same and identical property and airport the Sponsor will submit to the Texas Department of Transportation as part of said Agreement under the Texas Aviation Facilities Development Program, and the rules promulgated thereunder by the Texas Department of Transportation and the Federal Aviation Administration.

I further certify that Attachment A hereto, which is made a part hereof for all purposes, as of June 17, 1999, contains a list of all documents examined by me in connection herewith; and, furthermore, that said Attachment A contains a listing of any interests or matters which would adversely affect the use of said Airport, as contemplated by said Agreement, as an airport, such adverse interests including, but not be limited to, any easements on said tracts.

In witness hereof, I affix my signature this 17 day of day of

Complete with the following:

Exhibit A Attachment A

Attorney at Law

State Bar Number 09644300

John M. Hill

901 Main Street, Suite 4000

Dallas, Texas 75202

For

Addison Airport Airport Sponsor

(ACON Bellin) 102628

I E WORDING & DEFINED

0 5705'

TOWN OF

### ADDISON

**PUBLIC WORKS** 

| TIDDIOIN                        | I ODLIC WORLD                    |
|---------------------------------|----------------------------------|
| To: John Hill                   | From: John Baumgasta             |
| Company: Cowles & Thompson      | ~ Phone: 972/450-287/            |
| FAX #: 2/4-672-2020             | FAX: 972/450-2837                |
| Date: May 10, 1999              | 16801 Westgrove<br>P.O. Box 9010 |
| # of pages (including cover): 3 | Addison, TX 75001-9010           |
| John -                          |                                  |
| what do you need to             | ion? we to complete the          |
| alwar certities                 | 10/1 ½                           |

RECEIVED TIMEMAY, 10, 11:21AM

PRINT TIMENAY 10, 11:23AM



#### MEMORANDUM

TO:

City of Addison

Sponsor

DATE: February 10, 1999

FROM: Charlotte Bergfeld

**Property Agent** 

ORIGINATING OFFICE:

Aviation Division

SUBJ: Addison Municipal Airport - Attorney's Certificate of Airport Property Interest

The purpose of the attorney's certificate is to verify that the City owns the property in which TxDOT is giving a grant for design/construction of airport improvements.

The City's attorney will need to prepare an Attorney's Certificate to be submitted to this office by July 1999 (copy of sample format attached).

If any additional property has been purchased, please include the property in your certificate and provide a copy of the recorded deed or easement. Likewise, if any property has been sold or released from the airport you will need to provide a copy of your letter to the FAA requesting same, FAA letter of approval, and a copy of the recorded instrument.

You do not need to send an airport property map. We have the most current property map showing the individual tracts that comprise the airport property prepared by Barnard Dunkelberg & Co., dated November 1997.

If you have any questions, don't hesitate to call me at 1-800-687-4568.

Charlotte

\* \* ;

.

### RECOMMENDED FORMAT

### ATTORNEY'S CERTIFICATE OF AIRPORT PROPERTY INTERESTS

Re: Those certain tracts of land, including servient interests, described as:

### NAME OF AIRPORT

and also described in the Exhibit A property map, dated (DATE) by (NAME OF MAKER), attached hereto and made a part hereof for all purposes (hereinafter referred to as the Airport).

I, (NAME OF ATTORNEY), being currently licensed to practice law in the State of Texas, and being the Attorney acting for (NAME OF AIRPORT SPONSOR) (hereinafter referred to as "Sponsor") do certify that as of the (CURRENT DATE), Sponsor held fee simple title and other good and sufficient title to the tracts, such as to qualify sponsor and Airport under that Texas Department of Transportation Airport Project Participation Agreement now contemplated between Sponsor and the Texas Department of Transportation, a draft copy of said Agreement having been made available to me prior to execution of these presents.

I further certify that, to the best of my knowledge and belief, such tracts are the same and identical property and airport the Sponsor will submit to the Texas Department of Transportation as part of said Agreement under the Texas Aviation Facilities Development Program, and the rules promulgated thereunder by the Texas Department of Transportation and the Federal Aviation Administration.

I further certify that Attachment A to these presents, which is made a part hereof for all purposes, as of the (DATE), contains a list of all documents, including, but not limited to, deeds, avigation easements, clearance easements, utility easements, or abstracts examined by me in connection herewith; and, furthermore, that said Attachment A contains a listing of any interests or matters which would adversely affect the use of said airport, as contemplated by said Agreement, as an airport, such adverse interests including, but not be limited to, any easements on said tracts.

| In witness hereof, I affix my signature this | day of, 19        |   |
|--|-------------------|---|
| Complete with the following:                 |                   |   |
| •  | Attorney at Law   |   |
| Exhibit A                                    | State Bar Number/ |   |
| Attachment A                                 | Print Name        | - |
|  | Address           |   |
|  |                   |   |
| • 1  | For               |   |
|  | Airport Sponsor   |   |

### ATTORNEY'S CERTIFICATE OF AIRPORT PROPERTY INTERESTS

Re: Those certain tracts of land, including servient interests, described as:

### ADDISON AIRPORT

and also described in the Exhibit A property map May 1999 by Barnard Dunkelberg & Company, attached hereto and made a part hereof for all purposes (hereinafter referred to as the Airport).

I, John Hill, being currently licensed to practice law in the State of Texas, and being the Attorney acting for Town of Addison (hereinafter referred to as "Sponsor") do certify that as of May XX, 1999, Sponsor held fee simple title and other good and sufficient title to the tracts, such as to qualify Sponsor and Airport under that Texas Department of Transportation Airport Project Participation Agreement now contemplated between Sponsor and the Texas Department of Transportation, a draft copy of said Agreement having been made available to me prior to execution of these presents.

I further certify that, to the best of my knowledge and belief, such tracts are the same and identical property and airport the Sponsor will submit to the Texas Department of Transportation as part of said Agreement under the Texas Aviation Facilities Development Program, and the rules promulgated thereunder by the Texas Department of Transportation and the Federal Aviation Administration.

I further certify that Attachment A to these presents, which is made a part hereof for all purposes, as of the (DATE), contains a list of all documents, including, but not limited to, deeds, avigation easements, clearance easements, or abstracts examined by me in connection herewith; and, furthermore, that said Attachment A contains a listing of any interests or matters which would adversely affect the use of said airport, as contemplated by said Agreement, as an airport, such adverse interests including, but not be limited to, any easements adversely affecting said tracts.

| In witness hereof, I affix my signature this | , 1999.                            |  |  |
|--|------------------------------------|--|--|
| Complete with the following:                 |                                    |  |  |
|  | Attorney at Law                    |  |  |
| Exhibit A                                    | State Bar Number                   |  |  |
| Attachment A                                 | Print Name John Hill               |  |  |
|  | Address 901 Main Street Suite 4000 |  |  |
|  | Dallas, Texas 75202                |  |  |

For Town of Addison
Airport Sponsor





### PUBLIC WORKS DEPARTMENT

(972) 450-2871

Post Office Box 9010 Addison, Texas 75001-9010

16801 Westgrove

### **MEMORANDUM**

January 8, 1999

To:

Chris Terry

Assistant to the City Manager

From: John R. Baumgartner, P.E.

Director of Public Works

Re:

Airport Property Map Exhibit A

I have enclosed for your records the latest copy of the referenced map. I have made notations in the land parcel data section for corrections to be included in the next updated version.

Please call me if you have any questions or need additional information.

ORIGINAL SURVEY 364.34 Acres

Total 7 sheets BEING a tract of land out of the E. Cook Survey, Abstract 326, the William Lomax Survey, Abstract 792, the George Syms Survey, Abstract 1344, the William Rowe Survey, Abstract 1257, and part of Lot 1, and Lot 2 of Block "A" of Carroll Estates Addition, Dallas County, Texas, and being more fully described as follows:

BEGINNING at a fence post found for the apparent intersection of the North right-of-way line of Keller Springs Road, a 50 foot street, and the East line of Dooley Road, a 60 foot street, said beginning point being S 89° 58' 54" E 30.00 feet, thence N 0° 05' 50" E 25.00 feet from the apparent northwest corner of the E. Cook Survey, Abstract 326;

THENCE N. 89° 58' 54" W. a distance of 105.72 feet with the North line of said Keller Springs Road to an angle point in the right-of-way;

THENCE N. 56° 19' 03" W. a distance of 90.20 feet with said angle in the right-of-way to a point in the East right-of-way line of Dooley Road;

THENCE N. 0° 03' 47" W. a distance of 1457.70 feet with the East line of said Dooley Road to a point;

THENCE N. 20° 38' 30" W. a distance of 170.87 feet to the apparent West right of way line of said Dooley Road;

THENCE S. 0° 03' 47" E. a distance of 313.49 feet with the apparent West line of said Dooley Road to a point;

THENCE N. 89° 23' 56" W. a distance of 208.00 feet to an iron pin;

THENCE N. 0° 14' 32" W. a distance of 161.00 feet to/an iron pin;

THENCE N. 89° 56' 60" W. a distance of 203.65 feet to a point;

THENCE N. 20° 38' 30" W. a distance of 2156.07 feet to a point in the apparent East right-of-way line of New Dooley Road, a 100 foot street;

THENGE N. 0° 09° 30" E. a distance of 1189.87 feet with the East line of said New Dooley Road;

THENCE N. 89° 53' 26" E. a distance of 1165.44 feet to a point in the apparent West line of Dooley Road;

THENCE S. 0° ·03' 47" E. with the apparent West line of Dooley Road, at 335.02 feet passing a concrete monument for a total distance of 1550.38 feet to an iron pin;

THENCE S. 20° 40' 10" E. a distance of 539.44 feet with the West line of said Dooley Road to an iron pin or the beginning point of a curve to the left;

THENCE in a southeasterly direction with the curved West line of said Dooley Road having a central angle of 69" 19" ()4", a radius of 337.18 feet, a distance of 407.93 feet to a point in the South right-of-way line of Feller Springs Road;

THENCE N. 89" 54, 46" E. a distance of 2135.61 feet with the South line of said Keller Springs Road to a point in the West right-of-way line of Addison Road;

THENCE S. 0° 14' 20" E. a distance of 307.46 feet with the West line of said Addison Road to an iron pin:

THENCE S. 89° 45' 40" W. a distance of 200.00 feet to a point;

THENCE S. 0° 14' 20" E. a distance of 210.72 feet to a point;

THENCE S. 43° 16' W. a distance of 1595.29 feet to an iron pin;

THENCE S. 46° 44' E. a distance of 202,51 feet to a point;

THENCE S. 20° 43' E. a distance of 350.85 feat to a point;

THENCE N. 69° 17' E. a distance of 30.00 feet to a point;

THENCE N. 71° 12' 51" E. a distance of 185.72 feet to a point;

THENCE N. 44° 44' 08" E. a distance of 7.05 feet to an iron pin found for the Southwest corner of a tract of land conveyed to 0.J. Broughton and E.B. Ericson by deed recorded in Volume 4350; Page 491, Deed Records of Dallas County;

THENCE N. 89° 54' 40" E. a distance of 819.46 feet with the South line of the Broughton tract to an iron pin in the West line of said Addison Road;

THENCE S. 0° 14' 20" E. a distance of 490.82 feet with the West line of said Addison Road to a point in the apparent common survey line between the William Lomax Survey, Abstract 792, and the E. Cook Survey, Abstract 326;

THENCE S. 89° 37' 20" E. a distance of 58.08 feet with said common survey line to a point in the West line of said Addison Road and the beginning of a curve to the left;

THENCE Southerly with said curve, and the West line of Addison Road, having a central angle of 1° 53' 11", a radius of 746.30 feet, for a distance of 24.57 feet;

THENCE S.  $26^{\circ}$   $12^{\circ}$   $50^{\circ}$  E. 34.05 feet with the West line of Addison Road to the beginning of a curve to the right;

THENCE in a southeasterly direction with the curved West line of said Addison Road having a central angle of  $25^{\circ}$  50', a radius of 686.30 feet for a distance of 309.44 feet;

DAC

135.61

50° 14' 20" E 307.44 -

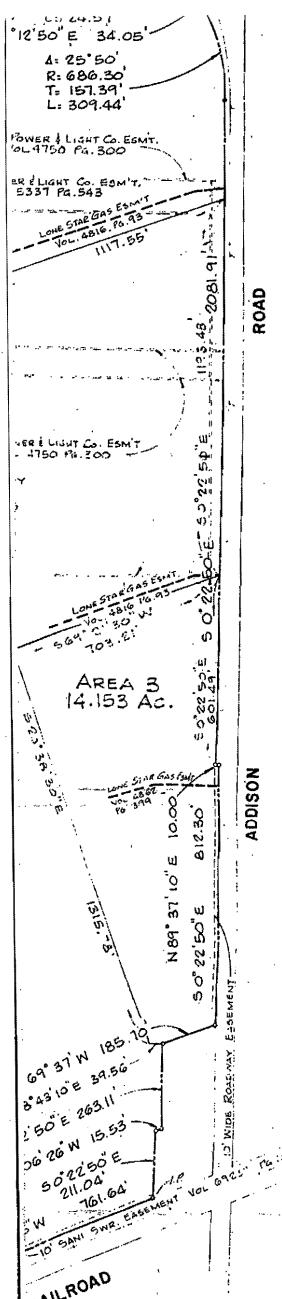
9°45'40" W 200.00'-

210.72 -

ر بندسترست.

30AD

NOSIO



THENCE S. 0° 22' 50" E. a distance of 211.04 feet to an iron pin in the North right-of-way line of the St. Louis and Southwestern Railroad;

THENCE S. 66° 06' 26" W. a distance of 761.64 feet with the North line of said St. Louis and Southwestern Railroad to an iron pin and the most easterly corner of Addison Airport Industrial District;

THENCE N. 67° 01' 55" W. a distance of 273.80 feet to an iron pin in the easterly line of said Addison Airport Industrial District;

THENCE N. 20° 39' 35" W. a distance of 572.28 feet with the easterly line of said Addison Airport Industrial District to an iron pin;

THENCE S. 75° 48' 25" W. a distance of 448.95 feet to a point;

THENCE N. 89° 56' 35" W. a distance of 658.63 feet to a point;

THENCE N. 0° 03' 25" E. a distance of 160.0 feet to a point;

THENCE N. 89° 56' 35" W. a distance of 160.00 feet to a point in the East rightof-way line of Dooley Road;

THENCE N. 0° 03' 25" E. a distance of 10.00 feet with the East line of Dooley Road to a point;

THENCE S. 89° 56' 35" E. a distance of 797.46 feet to a point;

THENCE N. 75° 48' 25" E. a distance of 408.36 feet to an iron pin in the easterly line of said Addison Airport Industrial District;

THENCE N. 20° 39' 35" W. a distance of 2386,20 feet with the easterly line of said Addison Airport Industrial District to an iron pin for the northeast corner of Addison Airport Industrial District;

THENCE N. 20° 43' 53" W. a distance of 320.72 feet to an iron pin;

THENCE N. 89° 49' 30" E. a distance of 9.98 feet to an iron pin;

THENCE N. 20° 17' 10" W. a distance of 389.50 feet to an iron pin;

THENCE N. 89° 54' 10" W. a distance of 117.08 feet to an iron pin in the apparent East right-of-way line of said Dooley Road;

THENCE N. 0° 05' 50" E. a distance of 502.30 feet with the apparent East line of said Dooley Road to the place of beginning and containing 365,348 acres of land, more or less.

THE ABOVE METES AND BOUNDS DESCRIPTION CONTAINS A TRACT OF 1.0 ACRES THAT IS TO BE EXCLUDED, RESULTING IN A NET OF 364.348 ACRES OF LAND, MORE OR LESS.

The plat hereon is a true and accurate representation of the property as determined by actual survey, the lines and dimensions of said property being as indicated by the plat; all improvements being within the boundaries of the property.

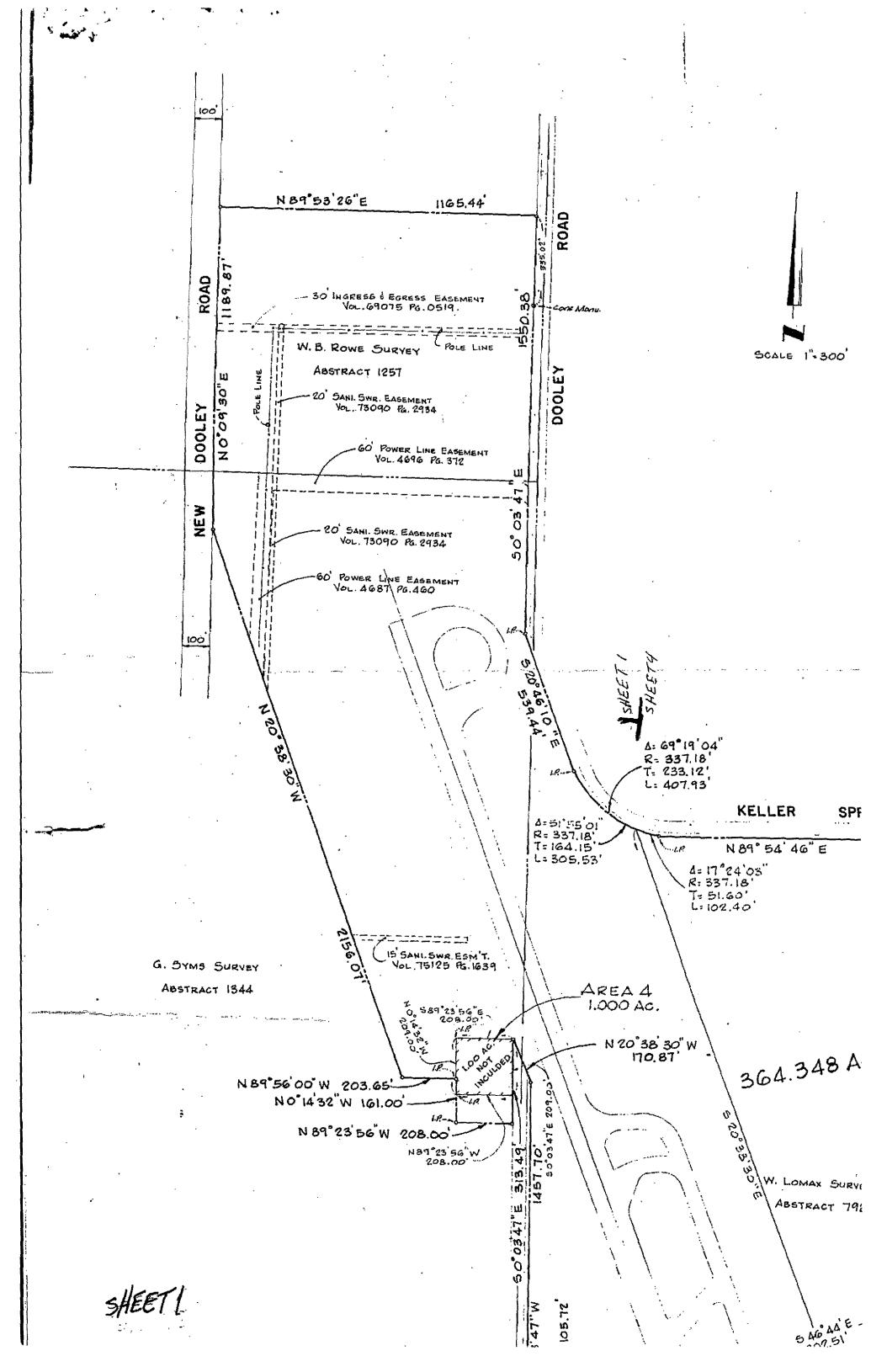
Easements of record that could be located are shown. This plat is subject to any easements of record not shown,

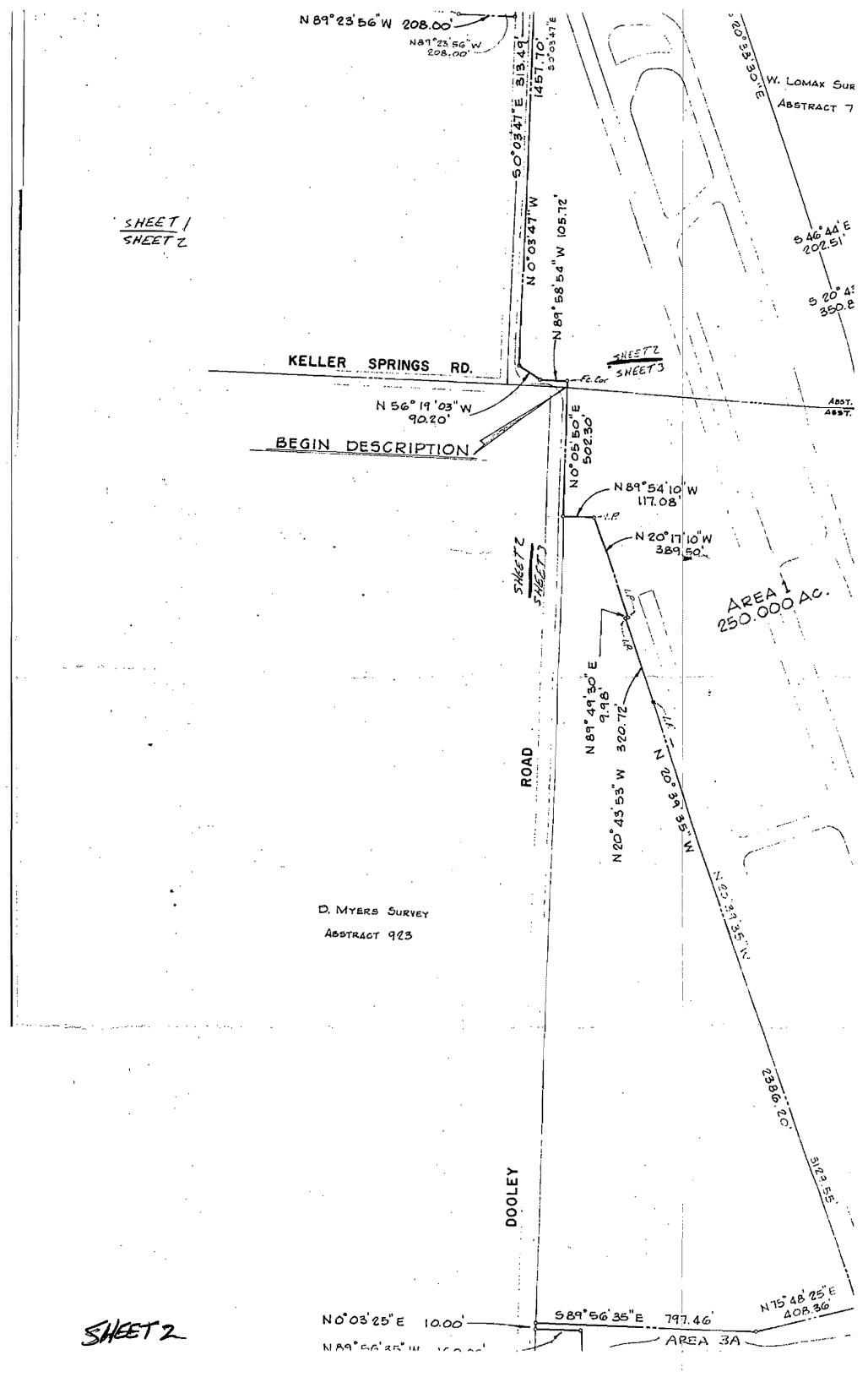
Wischmeyer Registered Professional Engineer

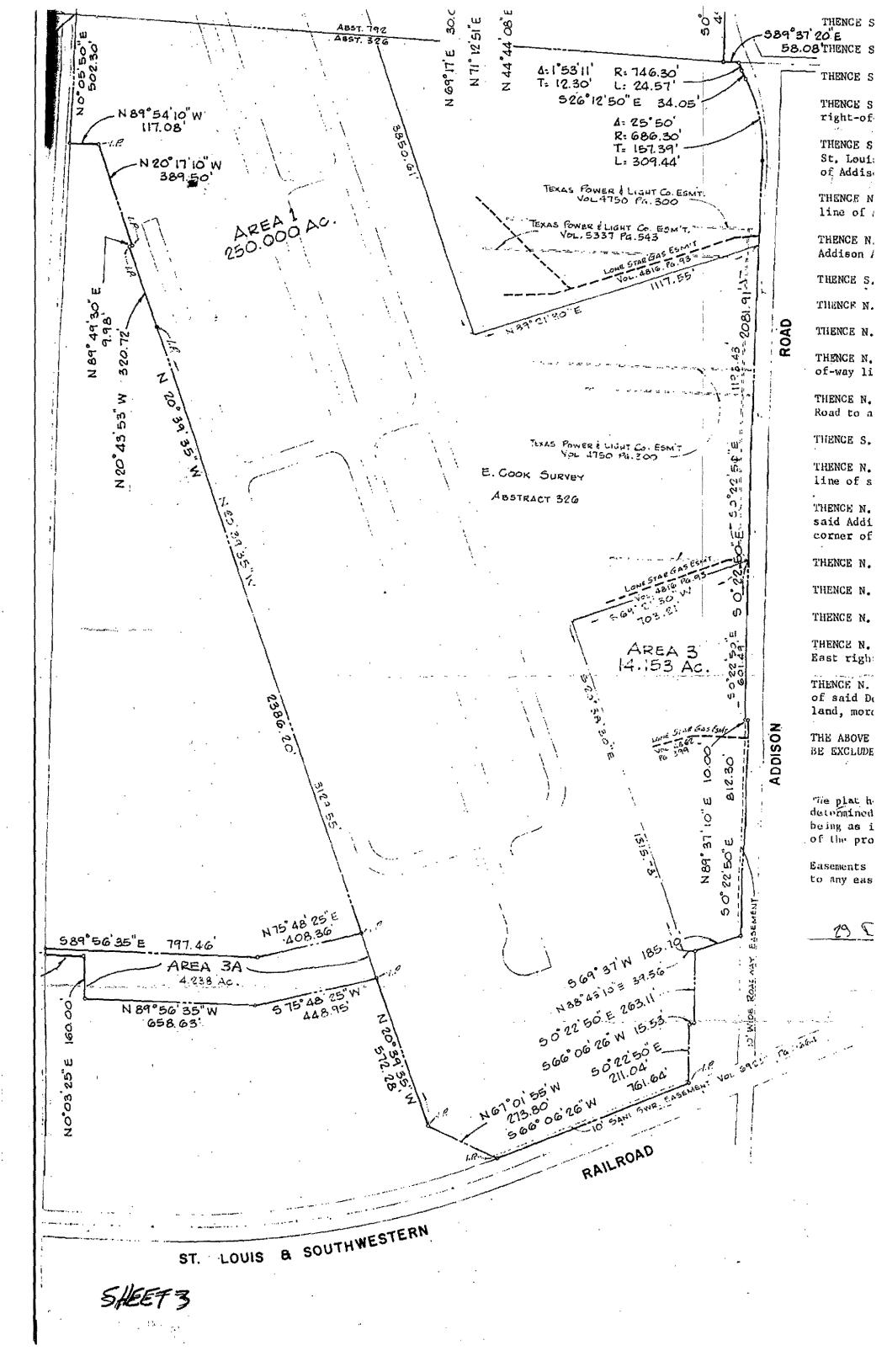


EXHIBIT PROPERTY ADDISON MU ADDISON, TEXAS

Riewe & Wischmeyer, Dnc.







SCALE 1". 300

W. LOMAX SURVEY
ABSTRACT 792

CARROLL ESTATES

1: 69\*19'04' R- 337.18' T- 233.12' L: 407.93

KELLER. SPRINGS ROAD N 89° 54' 46" E 2135.61 4: 17°24'03" R: 337.18' 50° 14' 20" E 307.44 -T= 51.60' L= 102.40' 589°45'40" W 200.00 50°14'20"E 210.72'-38 30" W 0.87" 364.348 ACRES W. LOMAX SURVEY ABSTRACT 792 5 46 207.51

BEING a tract of land Survey, Abstract 792, Survey, Abstract 1257 Estates Addition, Dal

BEGINNING at a fence of-way line of Keller Road, a 60 foot stree thence N 0° 05' 50" E Survey, Abstract 326;

THENCE N. 89° 58' 54"
Keller Springs Road to

THENCE N. 56° 19' 03" way to a point in the

THENCE N. 0° 03' 47" W Road to a point;

THENCE N. 202 38' 30" line of said Dooley Ro.

THENCE S. 0° 03' 47" E said Dooley Road to a ;

"HENCE N. 89° 23' 56" F

THENCE N. 0° 14' 32" W.

MENCE N. 89° 56' 00" W

THENCE N. 20° 38' 30" W. right-of-way line of No.

THENCE N. 0° 09' 30" E. Dooley Road;

THENCE N. 89° 53° 26" E West line of Dooley Road

THENCE S. 0° 03' 47" E. passing a concrete monum

THENCE S. 20° 46° 10" E. Dooley Road to an iron;

THENCE in a southeaster! having a central angle; c 407.93 feet to a point i

THENCE N. 89 54 46 E. Keller Springs Road to a

THENCE S. 0° 14. 20" K. Addison Road to an Lron

THENCE S. 89. 45 40

THENCE S. 0" 14 20" E.

THENCE S. 43° 16' W. a di

"THENCE S. 46" 44" E. 48 61

THENCE 8. 20° 43' E. 441

THENCE N. 69" 17" R. . di

THENCE N. 71° 12' 51" E.

Southwest corner of a tra by deed recorded in Volum

THENCE N. 89° 54' 40" g. Broughton tract to an iro

THENCE S. 0° 14' 20" K. Addison Road to a point i Lomax Survey, Abstract 79

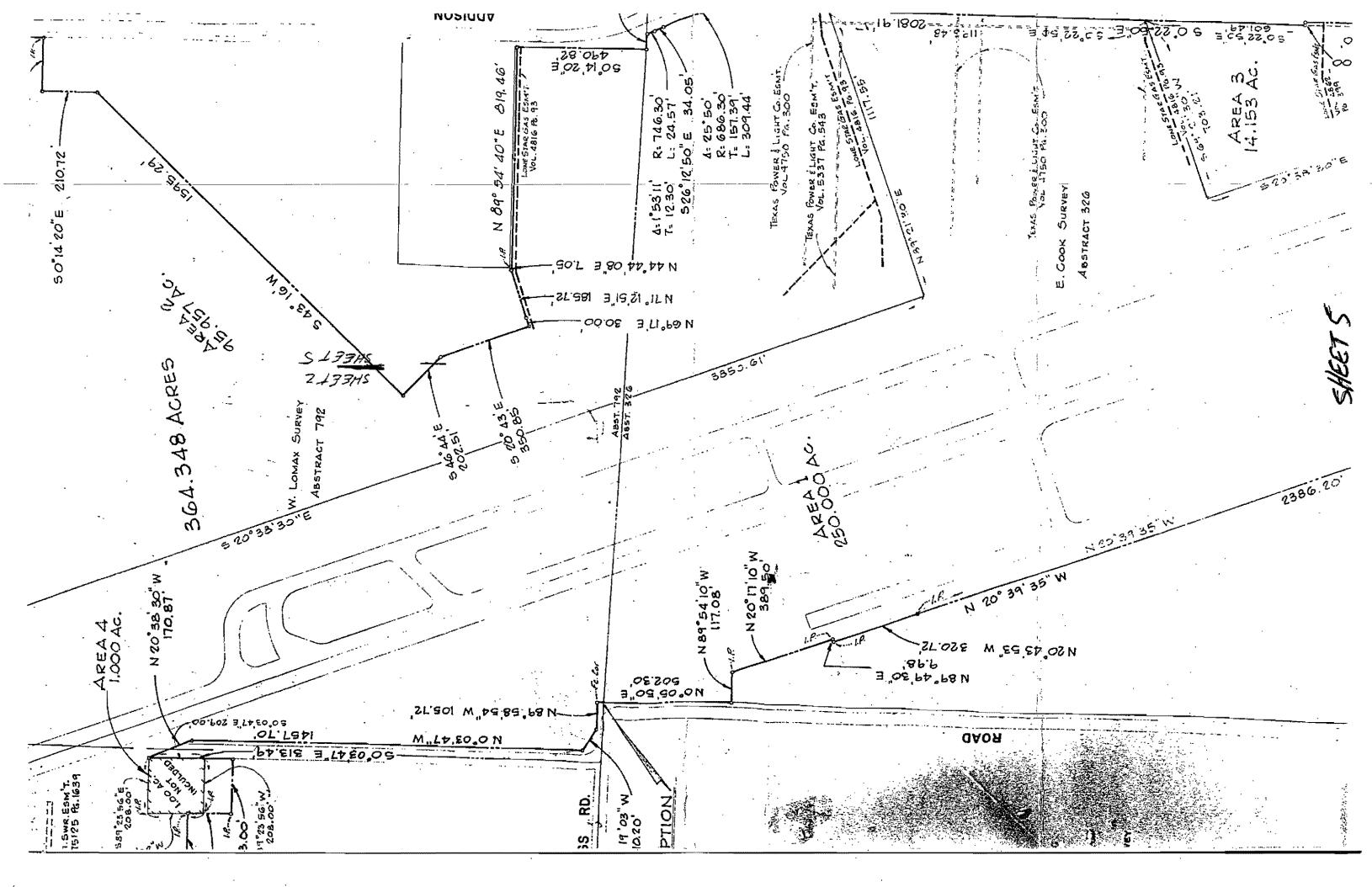
THENCE S. 89° 37' 20" E. a point in the West line the left;

THENCE Southerly with sai central angle of 1° 53'; feet;

THENCE S. 26° 12' 50" E. beginning of a curve to t

THENCE in a southeasterly Road having a central ans of 309,44 feet:

SON



B105970

0

Tracts A.1, A.2, A.3, 4A.4

WARRANTY DEED DEED RECORD

THE STATE OF TEXAS )

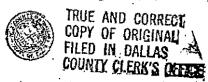
KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF DALLAS )

That Addison Airport, Inc. (herein called "Grantor"), a Texas corporation acting by and through its duly authorized officers, for and in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable considerations to it in hand paid by the City of Addison, Texas (herein called "Grantee"), a municipal corporation, the receipt and sufficiency of which is hereby acknowledged, has granted, soli and conveyed, and by these presents does grant, sell and convey, unto Grantee, all that certain tract of land of 364.34 acres, more or less, out of the E. Cook Survey, Abstract 326, the William Lomax Survey, Abstract 792, the George Syms Survey, Abstract 1344, the William Rowe Survey, Abstract 1257, and part of Lot 1, and Lot 2 of Block "A" of Carroll Estate: Addition, Dallas County, Texas (herein called the "Property"), and being more particularly described in Exhibit A attached hereto and incorporated herein for all purposes.

and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, its successors and assigns forever and Grantor does hereby bind itself, its successors and assigns, to Warrant and Forever Defend, all and singular the said premises unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

This conveyance and the warranty contained herein is made and accepted subject to (i) all valid and existing leases affecting the Property (ii) rights of other parties, if any, to



77910 1591

The common use of certain of the facilities located on the Property, which rights, singularly or in the aggregate, do not materially and adversely affect the use of the Property as an airport facility, and (iii) easements affecting the Property, which easements, singularly or in the aggregate, do not materially and adversely affect the use of the Property as an airport facility.

IN WITNESS WHEREOF, the Grantor has caused these presents to be signed by its duly authorized officers and to be sealed with its Seal this 30th day of December, 1976.

ATTEST:

Secretary

ADDISON AIRPORT, INC.

By:

President

THE STATE OF TEXAS
COUNTY OF DALLAS

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared HENRY STUART, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said ADDISON AIRPORT, INC., a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 30th day of December, 1976.

Notary Public in and for Dallas County, Texas

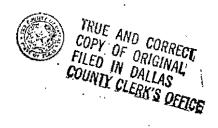
TRUE AND CORRECT COPY OF ORIGINAL FILED IN DALLAS

r tre <u>straiti</u>, History Paletto end for Hulton County, Transic comaterials Crystops Joses I., 128-14.

COUNTY CYFER'S DELICE

77010 1392

| COUNTY OF         | <b>\$</b> * - * * | ,               | *                        |
|-------------------|-------------------|-----------------|--------------------------|
| I HERE            | BY CERTIFY the    | at the foregoin | ng instrument of writing |
| with its certific | cate of auther    | ntication, was  | filed for record in      |
| my office on the  | day of            |                 | , a.d., 19,              |
| at o'clo          | ck M., and        | was duly reco   | orded by me on the       |
| day of            |                   |                 | , A.D. 19 in             |
| Vol. , pa         |                   |                 | of said County.          |
| WITHES            | s MY HAND and     | the Seal of the | he County Court of said  |
| County, at my of  | fice in           |                 | the day and year         |
| last above writt  | ėu.               |                 |                          |
| •                 |                   | ,               |                          |
| •                 |                   |                 |                          |
|                   |                   |                 |                          |
| •                 |                   | County Clerk    | County, Texas            |
|                   |                   |                 | country rende            |
|                   | Bv:               |                 |                          |
| *                 | Dy :              | Deputy          | · · ·                    |



Vol Page 77010 1393 BEING a tract of land out of the R. Cook Survey, Abstract 126, the William Longs Survey, Abstract 792, the George Syme Survey, Abstract 1944, the William Rows Survey, Abstract 1257, and part of Let 1, and Let 2 of Block "A" of Carrell Estates Addition, Delias County, Texas, and Leing more fully described as follows:

BEGINNIES at a fence post found for the apparent intersection of the North rightof-way line of Kaller Springs Road, a 50 foot street, and the East line of Dooley
Road, a 60 foot street, said beginning point being \$ 89° 58° 54" E 30,00 feet,
thence N 6° 05° 50" E 25,00 feet from the apparent northwest normer of the E. Cook
Survey, Ab. "roct 326;

THENCE N. 89° 58° 54" W. a distance of 105,72 feet with the Forth line of said Keller Springs Food to an angle point in the right-of-way;

THENCE N. 56° 19' 03" W. a flatance of 90,20 feet with said angle in the right-ofway to a point in the East right-of-way line of Dooley Road;

THENCE N. 0° 03' 47" W. a distance of 1457.70 feet with the East line of said Dooley Road to a point;

THENCE N. 20° 38° 30" W. a distance of 170.87 feet to the apparent West tight+of-way line of said Dooley Road;

THENCE S. 0° 03' 47" E. a distance of 313,49 feet with the apparent West line of said Dooley Road to a point;

THEMES N. 89° 23' 56" W. a distance of 208,00 feet to an iron pin;

THENCE N. 0 14 32" N. a distance of T61,00 feet to an iron pin;

LHZNOS N. 39° 56' 00" W. a distance of 203.65 fact to a point;

THENCE N. 20° 79° 30" W. a distance of 2156,07 feet to a point in the apparent East right-of-way line of New Dooley Road, a 100 foot street;

THENCE N. 0° 09° 3: " E. a distance of 1189.87 feet with the East line of said New. Dooley "oad;

THERCE N. 89° 53° 26" E. a distance of 1165,44 feet to a point in the apparent Just line of Dooley Boad;

THENCE S. 0° 03' 47" E. with the apparent West line of Cooley Road, at 335.02 feet passing a concrete monument for a total distance of 1550.38 feet to so iron pin;

PHENCE 5, 20° 40° 10" E. a distance of 539,44 feet with the West line of said Dooley Road to an iron pin for the beginning point of a curve to the left;

THENCE in a southeasterly direction with the curved West line of said Dooley Road having a central angle of 69° 14° 04°, a radius of 337.18 Get, a distance of 407.93 feet to a point in the South right-of-way line of Veller Springs Road;

THEFUE N. 89° 04', 46' E. a distance of 2135; old feet with the South line of said. It ller Springs Road to a soint is the West right-of-way line of Addison Road;

THENCE S. 0" 14' 20" E. a distance of 307,44 feet with the West line of said Addison Road to an Iron pin;

THENCE 5. 89" 45' 40" W. a distance of 200,00 feet to a point;

THENCE S. 0° 14° 20" E. e distance of 210,72 feet to a point;

THESCE 5, 43° 16' W. a distance of 1595,29 feet to an iron pin;

THENCE S. 46° 44' E. a distance of 202,51 feet to a point;

TRENCE S. 20" 43' E. a distance of 350,85 feet to a point;

THENCE No. 69° 17' E. a distance of 30,00 feet to a point;

THENCE N. 71° 12' 51" E. a discance of 185,72 feet to a point;

VOL PAGE 77010-1394

Alven

THEREE E, A4" 44" 05" E. a digrance of 7,05 feet to an iron pin found for the Southwest corner of a tract of land conveyed to 0,3, Broughton and E.E. Ericson by deed recorded in Volume 4350, Page 491, Dead Records of Delias County;

THEREE N. 89" 54" 40" E. e distance of 819,46 feet with the South line of the Broughton tract to an iron pin in the West line of said Addison Road;

TRUE AND CORRECT
COPY OF ORIGINAL
FILED IN DALLAS
COUNTY CLERK'S OFFICE

SCHCE S. O' 14' ZO" E. a distance of 490,82 feet with the West line of said Edison Road to a point in the apparent common survey line bowson the William come Survey, Abstract 792, and the B. Cook Survey, Abstract 326;

TREMCE S. 29" 37' 20" E. a distance of 58.08 feet with said compon survey line to a point in the West line of said Addison Road and the beginning of a curve to the left;

THENCE Southerly with said cutve, and the West line of Addison Road, having a central angle of 1° 53' 11", a radius of 746,30 feet, for a distance of 24,57 feet:

THENCE S. 26" 12' 50" E. 34.05 feet with the West line of Addison Road to the beginning of a curve to the right;

THENCE in a southeasterly direction with the curved West line of said Addison Road having a central angle of 25" 50', a radius of 686,30 feat for a distance of 309,44 feet;

THENCE S. 0° 22' 50" E. a distance of 2081,91 feet with the West line of said Addison Road to an angle point in the Fight-of-way;

THENCE H. 89° 37' 10" E. a distance of 10.00 fear with said angle in the rightof-way to a point in the West line of said Addison Road;

THENCE S. 0° 22' 50" E. a distance of 812.30 feet with the West line of Addison Road to a point:

THEME 5. 69' 37' W. a distance of 185.70 feet to a point;

THINKS S. O' 22' 50" E. a distance of 263.11 feat to a point;

THENCE S. 64° 06' 26" W. a distance of 1727 feet to a point:

THEMCE S. 0° 22' 50" E. a distance of 211,04 feet to an iron pin in the North right-of-way line of the St. Louis and Southwestern Railroad;

THENCE S, 66" 06" 26" W. a distance of 759 70 feet with the North line of said St. Louis and Southwestern Railroad to an iron pin and the most easterly corner of Addison Airport Industrial District;

THISCE N. 67" 01" 55" W. a distance of 273,80 feat to an iron pin in the easterly line of said Addison Airport Industrial District;

THENCE N. 20" 39" 35" W. a distance of 572.28 feet with the easterly line of said Addison Airport Industrial District to an iron pin:

THENCE 5. 75° 48° 25" W. a distance of 448.95 feet to a point;

THENCY N. 89° 56' 35" W a distance of 658.63 feet to a point;

THENCE N. 0" 03' 25" E. a distance of 160,0 feet to a point;

TRUE AND CORRECT ė I 🗽 COPY OF ORIGINAL FILED IN DALLAS. COUNTY CLERK'S DEFICE

THENCE N. 89" 56" 35" W. a distance of 160,00 feet to a point in the East rightof-way line of Docley Road;

THENCE N. 0" 03' 25" E. a distance of 10,00 feet with the East line of Dooley Road to a point;

THENCY S. 89° 56' 35" E. a distance of 797,46 feet to a point;

THEMEE N. 75" 48' 25" E. a distance of 408,36 feet to an iron pin in the easterly line of said Addison Airport Industrial District:

THERCE N. 20" 39' 35" W. a distance of 2386,20 feet with the easterly line of said Addison Airport Industrial District to an iron pin for the north-ast corner of Addison Airpor Industrial District;

THENCE N. 20° 43° 53" W. a distance of 320.72 feet to am from pin;

THENCE N. 89" 49" 30" E. a distance of 9.98 feet to an iron pin;

VOL PAGE

THENCE N. 20" 17" 10". W. a distance of 389.50 feet to am iron pin;

THENCE N. 89° 54' 10" W. a distance of 117.03 feet to an iron pin in the apparent East right-of-way line of said Dooley Road;

THEME S. 0 05' 50" E. a distance of 502.30 feet with the apparent East line of said proposed to the place of beginning and containing 365.340 acres of land, more or the same and secant the following I acre transfer

...... \*....

coming at a fence post Leand for the apparent intersection of the North Fights of Galler Springs Rood; a 50 feet Street; and the Rest line of Booley Rood, a rest, and point being £ 82 SB 54 E 30.00 feet; thence X, 0 05 507 E 25 from the apparent northwest corner of the E Code Servey, Abstract 325; Thence X 54 0; 105,72 foot with the apparent Borth line of Booley Food; homes X, 0 03 N, 90,20 feet to a point in the East line of Booley Food; homes X, 0 03 N 1457,70 feet with the apparent East line of Booley Rood; Thence X, 20 38 30 N feet to a point in the apparent Hest line of Booley Rood and the MEDIESTING POINT description: hence S. 0' 03' 47" E. 207.0 feet with the West line of Dooley lead;

Thence F. 89' 23' 5c U. 208.0 fect to an Iron pin;

Thence N. O 14° 32° W. 209.0 feet to as from pint

Themse S. 80 23' 16' Z. 203.0 feet to the place of beginning and containing 1.0 of land, hore or less.

. The plat hereon is a true and accurate representation of the property as determined by actual survey, the lines and dimensions of said property being an indicated by the slate all improvements being within the boundaries of the property.

Managenes of remord that could be located are shown. This plat is subject to any easements of record not shown,

5 JAN 1917

J. Wischmeyer

Registered Professional Letter

EXHIBIT PROPERTY MAP ADDISON MUNICIPAL AIRPORT ADDISON , TEXAS

PCRB EVCTREIGH: PCHDZ CEECHILUM ippto.

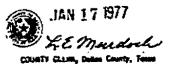
Riene & Wischmeyer, Onc.

CONSULTING ENGINEERS CALLAS TERAS

DECEMBER

77010 Ties

77 JAN 14 PM 12: 43



PAGE VOL

77010 1397

ATTORNEYS AND COUNSELORS

DACKSON, WALKER, WINSTEAD, CANTWELL & MILLER

059

Respectly unrecorded copy

A-1, A-2, A 3, 4 A-4

#### WARRANTY DEED

THE STATE OF TEXAS KNOW ALL MEN BY THESE PRESENTS: COUNTY OF DALLAS

That Addison Airport, Inc. (herein called "Grantor"), a Texas corporation acting by and through its duly authorized officers, for and in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable considerations to it in hand paid by the City of Addison, Texas (herein called "Grantee"), a municipal corporation, the receipt and sufficiency of which is hereby acknowledged, has granted, sold and conveyed, and by these presents does grant, sell and convey, unto Grantee, all that ·certain tract of land of 364.34 acres, more or less, out of the E. Cook Survey, Abstract 326, the William Lomax Survey, Abstract 792, the George Syms Survey, Abstract 1344, the William Rowe Survey, Abstract 1257, and part of Lot 1, and Lot 2 of Block "A" of Carroll Estates Addition, Dallas County, Texas (herein called the "Property"), and being more particularly described in Exhibit A attached hereto and incorporated herein for all purposes.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, its successors and assigns forever and Grantor does hereby bind itself, its successors and assigns, to Warrant and Forever Defend, all and singular the said premises unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

This conveyance and the warranty contained herein is made and accepted subject to (i) all valid and existing leases affecting the Property (ii) rights of other parties, if any, to the common use of certain of the facilities located on the Property, which rights, singularly or in the aggregate, do not materially and adversely affect the use of the Property as an airport facility; and (iii) easements affecting the Property, which easements, singularly or in the aggregate, do not materially and adversely affect the use of the Property as an airport facility.

IN WITNESS WHEREOF, the Grantor has caused these presents to be signed by its duly authorized officers and to be sealed with its Seal this 30th day of December, 1976.

ATTEST:

ADDISON AIRPORT, INC.

Secretary

President

THE STATE OF TEXAS

COUNTY OF DALLAS S

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared HENRY STUART, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said ADDISON AIRPORT, INC., a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 30th day of December, 1976.

Notary Public in and for Dallas County, Texas

> RALPH SEELEY, Holory Public In and for Dallas County, Texas My Commission Expires June 1, 1927

| THE STATE OF TEXAS . \$   |
|---|
| COUNTY OF §   |
| I HEREBY CERTIFY that the foregoing instrument of writing       |
| with its certificate of authentication, was filed for record in |
| my office on the day of, A.D., 19                               |
| at . o'clock M., and was duly recorded by me on the             |
| day of, A.D. 19 in  |
| Vol. , page , of the Records of said County.                    |
| WITNESS MY HAND and the Seal of the County Court of said        |
| County, at my office in the day and year                        |
| last above written.   |
|   |
| •   |
|   |
| . County Clerk  |
| County, Texas   |
| By:   |
| Deputy  |

#### PIELD NOTES

BEING a tract of land out of the E. Cook Survey, Abstract 326, the William Lonax Survey, Abstract 792, the George Syms Survey, Abstract 1344, the William Rowe Survey, Abstract 1257, and part of Lot 1, and Lot 2 of Block "A" of Carroll Estates Addition, Dallas County, Texas, and being more fully described as follows:

BEGINNING at a fence post found for the apparent intersection of the North right-of-way line of Keller Springs Road, a 50 foot street, and the East line of Dooley Road, a 60 foot street, said beginning point being \$ 89° 58' 54" K 30.00 feet, thence N 0° 05' 50" K 25.00 feet from the apparent northwest corner of the B. Cook Survey, Abstract 326;

THENCE N. 89° 58' 54" W. a distance of 105.72 feet with the North line of said Keller Springs Road to an angle point in the right-or-way;

THENCE N. 56° 19' 03" W. a distance of 90.20 feet with said angle in the right-oftway to a point in the East right-of-way line of Dooley Road;

THENCE N. 0° 03' 47" W. a distance of 1457.70 feat with the East line of said Dooley Road to a point;

THENCE N. 20° 38° 30" W. a distance of 170.87 feet to the apparent West right-of-way line of said Dooley Road;

THENCE S. '0° 03' 47" E. a distance of 313.49 feet with the apparent West line of said Dooley Road to a point;

THENCE N. 89° 23' 56" W. a distance of 208,00 feet to an iron pin;

THENCE N. 0° 14' 32" W. a distance of 161.00 feet to an iron pin;

THENCS N. 89° 56' 80" W. a distance of 203.65 feet to a point;

THENCE N. 20° 38' 30" W. a distance of 2156.07 feet to a point in the apparent East right-of-way line of New Dooley Road, a 100 foot street;

THENCE N. 0° 09° 30° E, a distance of 1189.87 feet with the East line of said New Dooley Poad;

TRENCE N. 89° 53° 26° E, a distance of 1165,44 feet to a point in the apparent Jest line of Dooley Road;

THENCE S. 0° 03' 47" 8, with the apparent West line of Pooley Road, at 335.02 feet passing a concrete comment for a total distance of 1550.38 feet to an iron pin;

PRENCE S. 20° 46' 10" E. a distance of 539.44 feet with the West line of said Dooley Road to an iron pin for the beginning point of a curve to the left;

THENCE in a southeasterly direction with the curved West line of said Dooley Road having a central angle of 69° 19° 04°, a radius of 337.18 fact, a distance of 407.93 feet to a point in the South right-of-way line of celler Springs Road; .

THENCE N. 89° 54', 46" E. a distance of 2135,01 rour with the South line of said . Reller Springs Road to a point in the West right-of-way line of Addison Road;

THEMES 5. 0° 14' 20" E. a distance of 307.44 feet with the West line of said Addison Road to an iron pin;

THENCE S. 89° 45' 40" W. a distance of 200.00 feet to a point;

TRENCE S. 0° 14' 20" E. a distance of 210, /2 feet to a point;

THENCE S. 43° 16' W. a distance of 1545.29 feat to an iron pin;

THENCE S. 46° 44' E. a distance of 202,51 feet to a point;

THENCE S. 20° 43° E. a distance of 350,65 feet to a point;

THENCE N. 69° 17' R. a distance of 30.00 feet to a point;

THENCE N. 71° 12' 51" E. a distance of 185,72 feet to a point;

THENCE N. 44° 44' 68" E. a distance of 7.05 fact to an iron pin found for the Southwest corner of a tract of land conveyed to 0.J. Broughton and E.E. Ericson by deed recorded in Volume 4350, Page 491, Deed Records of Dallas County;

THENCE N. 89° 54° 40° E. a distance of 819,46 feet with the South line of the Broughton tract to an iron pin in the West line of said Addison Road;

THENCE'S, 0 14 20 8. a distance of 490.82 feet with the West line of said Addison Road to a point in the apparent common survey line between the William Lomax Survey, Abstract 792, and the E. Cook Survey, Abstract 326;

THENCE S. 89° 37' 20" E. a distance of 58.08 feet with said common survey line to a point in the West line of said Addison Road and the beginning of a curve to the left;

THENCE Southerly with said curve, and the West line of Addison Road, having a central angle of 1° 53' 11", a radius of 746.30 feet, for a distance of 24.57 feet;

THENCE S. 26° 12' 50" R. 34.05 feet with the West line of Addison Road to the beginning of a curve to the right;

THENCE in a southeasterly direction with the corved West line of said Addison Road having a central angle of 25° 50', a radius of 686.30 feat for a distance of 309.44 feet;

THENCE S..0° 22' 50" E. a distance of 2081.91 feet with the West line of said Addison Road to an angle point in the right-of-way;

THENCE N. 89° 37' 10" E. a distance of 10.00 feet with said angle in the right-of-way to a point in the West line of said Addison Road;

THENCE S. 0° 22' 50" E. a distance of 812.30 feet with the West line of Addison Road to a point;

THENCE S. 69° 37' W. a distance of 189.70 feet to a point;

THENCE S. O" 22' 50" E. a distance of 263.11 fact to a point;

THENCE S. 66° 06' 26" W. a distance of 15.53 feet to a point;

THENCE S. 0° 22' 50" E. a distance of 211.04 feet to an iron pin in the North right-of-way line of the St. Louis and Southwestern Railroad;

THENCE S. 66° 06' 26" W. a distance of 761.64 feet with the North line of said St. Louis and Southwestern Hailroad to an iron pin and the most easterly corner of Addison Airport Industrial District;

THENCE N. 67° 01' 55" W. a distance of 273.80 feet to an iron pin in the easterly line of said Addison Airport Industrial District;

THENCE N. 20° 39° 35" W. a distance of 572,28 feet with the easterly line of said Addison Airport Industrial District to an iron pin;

THENCE S. 75° 48' 25" W. a distance of 448.95 feet to a point;

THENCK N. 89° 56' 35" W. a distance of 658.63 feet to a point;

THENCE N. 0° 03' 25" B. a distance of 160.0 feet to a point;

THENCE N. 89° 56' 35" W. a distance of 160.00 feet to a point in the East right-of-way line of Dooley Road;

THENCE N. 0 $^{\circ}$  03 $^{\circ}$  25 $^{\circ}$  E. a distance of 10.00 feet with the East line of Dooley Road to a point;

THENCE S. 89° 56' 35" E. a distance of 797.46 feet to a point;

THENCE N. 75°  $48^\circ$   $25^\circ$  E. a distance of 408.36 feet to an iron pin in the easterly line of said Addison Airport Industrial District;

THENCE N. 20° 39' 35" W. a distance of 2386.20 feet with the easterly line of said Addison Airport Industrial District to an iron pin for the northeast corner of Addison Airport Industrial District;

THENCE N. 20° 43' 53" W. a distance of 320.72 feet to an iron pin;

THENCE N. 89° 49' 30" E. a distance of 9.98 feet to an iron pin;

THENCE N. 20° 17' 10" W. a distance of 389.50 feet to an iron pin:

THENCE N. 89° 54° 10° W. a distance of 117.08 feet to an iron pin in the apparent East right-of-way line of said Gooley Road;

THENCE N. 0° 05' 50" E. a distance of 502.30 feet with the apparent East line of said Dooley Road to the place of beginning and containing 365.348 acres of land, more or less.

THE ABOVE NETES AND BOUNDS DESCRIPTION CONTAINS A TRACT OF 1.0 ACRES THAT IS TO BE EXCLUDED, RESULTING IN A NET OF 364.348 ACRES OF LAND, MORE OR LESS.

NO. 80 -1894-d

THE CITY OF ADDISON

X

IN THE COUNTY COURT

X

X

AT LAW NO. 4 OF

X

W. H. LAFFITY

X

DALLAS COUNTY, TEXAS

JUDGMENT

On this the 9th day of May , 1980, cme on to be heard and considered the above entitled and numbered cause in which the CITY OF ADDISON, represented by Robert L. McCallum, is Plaintiff, and W. H. LAFFITY, and wife, MARY JO LAFFITY and Citizens Bank Richardson, represented by their attorney, Eddie Vassallo, are Defendants and the State of Texas is the Intervening Plaintiff. The parties of record announced that a compromise and settlement of the above entitled and numbered cause had been reached between the Plaintiff and Defendants. The Defendants had filed Objections to the Special Commissioners Award in the amount of Seventy Eight Thousand One Hundred Fifty and no/100 (\$78,150.00) Dollars. Plaintiff, CITY OF ADDISON, after due consideration, now desires to pay the Defendants, W. H. LAFFITY, and wife, MARY JO LAFFITY and Citizens Bank Richardson, desire to accept the total sum of Seventy Nine Thousand and no/100 (\$79,000.00) Dollars as being the fair cash market value of the property described herein and the improvements thereon, which has been acquired by the Plaintiff and further that said Defendants desire to accept said amount as full compensation for any claims arising by reason of the condemnation of the hereinafter described property, including funds which may be due or otherwise payable under the Uniform Relocation Assistance and Real Properties Acquisition Policy Act of 1970, including all applicable regulations. Both Defendants and Plaintiff now pray the Honorable Court make this compromise and settlement the Judgment of the Court. WHEREFORE, PREMISES CONSIDERED, in accordance with the agreement of the parties the Court does find as follows:

I.

That this is a condemnation suit filed by the CITY OF ADDISON against the below named Defendants to condemn the hereinafter described land and all improvements located thereon, owned by the Defendants for the maintenance and operation of an airport and Plaintiff is entitled to condemn the same.

II.

That the Defendants named in the original condemnation action are as follows: W. H. LAFFITY, and wife, MARY JO LAFFITY and CITIZENS BANK RICHARDSON.

III.

That the total amount of compensation to which the Defendants, W. H. LAFFITY and wife MARY JO LAFFITY and CITIZENS BANK RICHARDSON, are entitled to be paid by virtue of the condemnation of the below described land and all improvements located thereon, is Seventy Nine Thousand and no/100 (\$79,000.00) Dollars, which sum includes an amount for reasonable moving expenses.

IV.

That Defendants, W. H. LAFFITY and wife, MARY JO LAFFITY and CITIZENS BANK RICHARDSON, are entitled to recover from Plaintiff, the CITY OF ADDISON, the total amount of Seventy Nine Thousand and no/100 (\$79,000.00) Dollars.

٧.

That the Plaintiff, CITY OF ADDISON, is entitled to recover from the Defendants the fee simple title as hereinafter set out to the land described below and all improvements located thereon, and are entitled to a Writ of Possession for the same.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that the Plaintiff, CITY OF ADDISON, do have and recover of and from all of the above named Defendants the fee simple title to the following described property and all improvements located thereon:

All that certain tract or parcel of land situated in Dallas County, Texas, and being out of and a part of the George Syms Survey, Abst. No. 1344, and a part of the tract conveyed to Beatrice Wells by Theresa Davison by Deed recorded in Vol. 2176, Page 481, of the Deed Records of Dallas County, Texas, beginning at a point in the west line of the Dooley Public Road at the northeast corner of the Columbus Allen one-half acre tract; Thence, west along the north line of said Allen tract 208.7 feet to the northwest corner of same; Thence, north 208.7 feet to stake for corner; Thence, east 208.7 feet to corner in the west line of said Dooley Road; Thence, south along the west line of said road 208.7 ft. to the place of beginning, containing one acre of land, and being the same property conveyed by O. G. Hudson to Mary Jo Laffity by deed dated October 14, 1953, and recorded in Vol. 4174, Page 602 of the Deed Records of Dallas County, Texas.

and that the fee simple title is hereby decreed to and vested in the Plaintiff, CITY OF ADDISON.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Defendants, W. H. LAFFITY and wife, MARY JO LAFFITY and CITIZENS BANK RICHARDSON, are entitled to be paid as compensation for this condemnation action the sum of Seventy Nine Thousand and no/100 (\$79,000.00) Dollars.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Defendants are entitled to the amount of Seventy Nine Thousand and no/100 (\$79,000.00) Dollars due thereon to Eddie Vassallo, the attorney for said Defendants, and at that time the Plaintiff shall stand released and discharged from their constitutional obligation to pay such compensation for the taking of the above described property for public use.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Defendants

W. H. LAFFITY, and wife, MARY JO LAFFITY and CITIZENS BANK RICHARDSON,

.

be allowed to withdraw such Seventy Nine Thousand and no/100 (\$79,000.00) Dollars from the Registry of the Court without further notice.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Intervening Plaintiff's action be dismissed with prejudice since its claim has been fully satisfied.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that all costs of this proceeding be and they are hereby taxed against Couldby Texast Plaintiff, which costs shall be paid to the Countyg Clerk of Dallas County, Texas.

SIGNED this the II day of Ma

1980.

JWDGE, County Law No. ballas County, Texas

APPROVED AS TO FORM:

McCALLUM

Attorney for Plaintiff

EDDIE VASSA

Attorney for Defendants

Defendant

Defendant/

THE STATE OF TEXAS, I, L. E. MURDOCH, Clerk of the County Court of Dallas County at Law. County of Dallas

No. 4 Dallas County, Texas; do hereby certify that the foregoing is a true and correct copy of JUDGMENT, in cause No. cc-80-1894-d, The City Of Addison VS. W. H. Laffity. Entered in Volume 66, Pages 507-510, Minutes of County Court at Law No. 4, Dallas County, Texas

the above styled, and humbered cause, as the same now appears on file in my office. Witness my hand

25th day of \_

bank Depun

Carolyn Graves

RETURN TO:

ROBERT L. McCALLUM ATTORNEY AT LAW 4560 Bell Line Road Suite 320

MENT? - PAGE FOUR

91079

2690

Dallas, Texas 75244

#### STATE OF TEXAS

COUNTY OF DALLAS

#### KNOW ALL MEN BY THESE PRESENTS:

5999

7.ú. 2 08.

THAT BOBBIE L. ODOM, Individually and as Independent Executrix of the Estate of J. O. ALLEN, Deceased; MILDRED NOBEL, Individually and as Independent Executrix of the Estate of J. O. ALLEN, Deceased, herein known as Grantors,

Dallas County, Texas

, in consideration of the sum of

TEN AND NO/100----

and other good and valuable consideration ----

in hand paid by the grantee to said granter s

hereinafter named, the receipt of which is hereby

acknowledged, have GRANTED, SOLD and CONVEYED and by these presents do

GRANT, SELL

and CONVEY unto the City of Addison, a municipal corporation, its successors and assigns, herein known as Grantees,

of Dallas County, Texas, all that certain property situated in Dallas

County, Texas, described as follows, to-wit:

BEING a tract of land out of the George Syms Survey, Abstract No. 1344, and being more particularly described by metes and bounds as follows:

BEGINNING at a point on the West line of Dooley Road, said point being 1145.9 ft. North of the North line of Keller Springs Road;

THENCE West 208.7 ft. to a point for corner;

THENCE North parallel to Dooley Road a distance of 208.7 ft.;

THENCE East a distance of 208.7 ft. to a point for corner; said point being on the West line of Dooley Road;

THENCE South a distance of 208.7 ft. to the PLACE OF BEGINNING;

TOGETHER with any rights which Grantors may have aquired in a tract of land lying east of the above described property in Dooley Road.

The above described property is subject to the exceptions, conditions and reservations contained in Exhibit "A" attached hereto and incorporated herein.

TO HAVE AND TO HOLD the said premises, together with all rights, hereditaments and appurteheirs and assigns forever. And nances thereto belonging, unto the said grantee above named, its heirs, executors and administrators to WARRANT do hereby bind ourselves and our AND FOREVER DEFEND the title to said property unto the said grantee above named, its successor's hears and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

EXECUTED this 25th day of June, 1981

81150 1985

RED NOREL. Individually and as Independent Executrix of the Estate of J. O. Allen, Deceased.

ODOM, Individually and as Independent Executrix of the Estate of J. O. Allen, Deceased.

ndersigned authority, on this day personally appeared BOBBIE L. ODOM, Individually nt Executrix of the Estate of J. O. Allen, Deceased,

e person whose name

subscribed to the foregoing instrument, and

hat he executed the same for the purposes and consideration therein expressed, ity therein stated.

hand and seal of office, this

25 Th

day of June, 1981.

day of June, 1981

Notary Public

#### STATE OF TEXAS

COUNTY OF DALLAS

Before me, the undersigned authority, on this day personally appeared MILDRED NOBEL, Individually and as Independent Executrix of the Estate of J. O. Allen, Deceased, subscribed to the foregoing instrument, and known to me to be the person whose name is

acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated. 25 de

Given under my hand and seal of office, this

Notary Public Dallas

County, Texas.

2

导真机。

81190 1036

CHICAGO TITLE INSURANCE COMPANY SUITE 215 DALLAS VEDERAL BLDG. 14341 COFF RD. DALLAS, TEXAS 75240

# EXHIBIT "A"

- Avigation Easement dated March 30, 1974, filed April 9, 1974, and recorded in Volume 74070, Page 1794, Deed Records, Dallas County, Texas, executed by J. O. Allen to Addison Airport, Inc., and City of Carrollton.
- Easement and right-of-way dated December 18, 1945, filed August 21, 1946, and recorded in Volume 2702, Page 259, Deed Records, Dallas County, Texas, from J. O. Allen to Texas Power & Light Co., for electric transmission.
- 3. Easement and right-of-way dated November 24, 1937, filed December 10, 1937, and recorded in Volume 2047, Page 328, Deed Records, Dallas County Texas, from Beatrice Wells, et al, to Texas Power & Light Co. for electric transmission.

VOL FA

81150 1987

AND FOREVER DEFEND the title to said property unto the said grantee above named, its successors here and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

EXECUTED this 25th day of June, 1981

81.150 1085

nd as MILDRED NOBEL, Individually and as state Independent Executrix of the Estate of J. O. Allen, Deceased.

BOBBIE L. ODOM, Individually and as Independent Executrix of the Estate of J. O. Allen, Deceased.



Prepared by the State Bar of Texas for use by Lawyers only, Reviewed 1-1-76. To select the proper form, fill in blank spaces, strike out form provisions or insert special terms constitutes the practice of law, No "standard form" can neet all requirements.

ATTACHMENTS

# WARRANTY DEED

THE STATE OF TEXAS COUNTY OF DALLAS

3641

5.00 DEED 2.02/02/82

KNOW ALL MEN BY THESE PRESENTS:

| That     | BELTWOOD    | NORTH . | JOINT  | VENTURE  | (FKA    | Connell-Doc | ley  | Road  | Joint  | Venture) | ) A | Joint  | Vent  | ure |
|----------|-------------|---------|--------|----------|---------|-------------|------|-------|--------|----------|-----|--------|-------|-----|
| compos   | ed of Geo   | orge T. | Conne  | ll, Hous | seman ' | Properties, | A Pa | artne | rship, | Walter   | M.  | Spradl | еу а  | ınd |
| German   | y Investm   | ments,  | A Part | nership. | , here  | in known as | Gra  | ntors |        |          |     |        |       |     |
| of the ( | county of I | Dallas  |        |          |         | and State   | of T | exas  |        |          |     | for a  | and i | n   |

consideration of the sum of TEN AND NO/100ths----

-----(\$10.00)DOLLARS

and other valuable consideration to the undersigned paid by the grantee which is hereby acknowledged,

herein named, the receipt of

gen on the manager desire [ A D 18 25 19 對於小 [ [] in the first of the and the second second

have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto THE CITY OF ADDISON, whose address is P. O. Box 144, Addison, Texas 75014, herein known as Grantee

of the County of Dallas and State of Texas

, all of

the following described real property in

Dallas

County, Texas, to-wit:

BEING LOT 7 in BLOCK B of BELTWOOD NORTH ADDITION, PHASE II, an Addition to the City of Dallas, Texas, according to the Map thereof, recorded in Volume 78201, Page 0001, Map Records, Dallas County, Texas.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said grantee , its successors the said Grantor does lacios and assigns forever; and whichereby bind itself, its successors heirs, executors and administrators to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said grantee , its sheets and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

**EXECUTED** 

this 18 🖳 cay of

wary , A.D. 1982 'BELIWOOD NORTH VENTURE(FKA Connell-Dooley Road Joint January Venture) A Joint Venture composed of George T. Connell. Houseman Proporties, A Partnership, Walter M. Spradley

and Gordany Investments, A Parthership

George T. Connell, Manager

|   | (Acknow  | Yledgment)   |   |
|---|--|--|---|
| THE STATE OF TEXAS COUNTY OF DALLAS   | }  |  |   |
| NORTH JOINT VENTURE) A Partnership, Walter M. ar known to me to be the person | Joint Vienture compose Spradley and Germany ad. officer      | y appeared GEORGE T. CONNELL<br>sed of George T. Connell, i<br>Investments, A Partnership<br>bscribed to the foregoing instrument, | Houseman Properties, A  p  and acknowledged to me                               |
| that he executed the sai<br>stated. Given lunder my hand and s                | eal of office on this the                                    | eration therein expressed, and in the day of January Notary Public in and for Daylas   | , A.D. 1982  County, Texas.   |
| To a file of the second   |  | My commission expires.  ACRECTA STEGE (Printed or stamped name of notary)  | S//SS,19<br>MOLLER  |
|   | (Acknov  | vledgment)   |   |
| THE STATE OF TEXAS COUNTY OF  | }  |  |   |
| Before me, the undersigned  | authority, on this day personall                             | y appeared   |   |
| that he executed the sai  | me for the purposes and conside<br>eal of office on this the | day of  Notary Public in and for  My commission expires  | County, Texas.  |
| WARRANTY DEED TO  | SOULD OX CLERK, Dalles Country                               | IN THE LAW OFF   | CHICAGO TITLE<br>ZINSURANCE CO.<br>EXYAN TOWER, SUITE 10<br>CHILAS, TEXAS 75201 |
|   | (Corporate Ack   |  |   |
| THE STATE OF TEXAS COUNTY OF  | }  | 1.07 <sup>th</sup> 1.  |   |

Before me, the undersigned authority, on this day personally appeared of

a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation. .A.D. 19

Given under my hand and seal of office on this the

day of

| Notary Public in and for | County, Texas |
|--------------------------|---------------|
| My commission expires    | 19            |

Owner Policy
Form Prescribed by State Board of Insurance
of Texas

# POLICY OF TITLE INSURANCE



CHICAGO TITLE INSURANCE COMPANY
P.O. BOX 357
Dallas, Texas 75221

CHICAGO TITLE INSURANCE COMPANY

111 WEST WASHINGTON STREET. CHICAGO, ILLINOIS 60602

WARNANGAN WARNANG

# OWNER POLICY FORM PRESCRIBED BY STATE BOARD OF INSURANCE OF TEXAS

NEW YORK OF THE PROPERTY OF TH

# CHICAGO TITLE INSURANCE COMPANY

a Missouri corporation, hereinafter called the Company, for value does hereby guarantee to the Insured (as herein defined) that as of the date hereof, the Insured has good and indefeasible title to the estate or interest in the land described or referred to in this policy.

The Company shall not be liable in a greater amount than the actual monetary loss of the Insured, and in no event shall the Company be liable for more than the amount shown in Schedule A hereof, and shall, except as hereinafter stated, at its own cost defend the Insured in every action or proceeding on any claim against, or right to the estate or interest in the land, or any part thereof, adverse to the title to the estate or interest in the land as hereby guaranteed, but the Company shall not be required to defend against any claims based upon matters in any manner excepted under this policy by the exceptions in Schedule B hereof or excluded by Paragraph 2, "Exclusions from Coverage of this Policy", of the Conditions and Stipulations hereof. The party or parties entitled to such defense shall within a reasonable time after the commencement of such action or proceeding, and in ample time for defense therein, give the Company written notice of the pendency of the action or proceeding, and authority to defend. The Company shall not be liable until such adverse interest, claim, or right shall have been held valid by a court of last resort to which either litigant may apply, and if such adverse interest, claim, or right so established shall be for less than the whole of the estate or interest in the land, then the liability of the Company shall be only such part of the whole liability limited above as shall bear the same ratio to the whole liability that the adverse interest, claim, or right established may bear to the whole estate or interest in the land, such ratio to be based on respective values determinable as of the date of this policy. In the absence of notice as aforesaid, the Company is relieved from all liability with respect to any such interest, claim or right; provided, however, that failure to notify shall not prejudice the rights of the Insured if such Insured shall not be a party to such action or proceeding, nor be served with process therein, nor have any knowledge thereof, nor in any case, unless the Company shall be actually prejudiced by such failure.

Upon sale of the estate or interest in the land, this policy automatically thereupon shall become a warrator's policy and the Insured shall for a period of twenty-five years from the date hereof remain fully protected according to the terms hereof, by reason of the payment of any loss, he, they or it may sustain on account of any warranty of title contained in the transfer or conveyance executed by the Insured conveying the estate or interest in the land. The company shall be liable under said warranty only by reason of defects, liens or encumbrances existing prior to or at the date hereof and not excluded either by the exceptions or by the Conditions and Stipulations hereof, such liability not to exceed the amount of this policy.

In Witness Hereof, CHICAGO TITLE INSURANCE COMPANY has caused this policy to be executed by its President under the seal of the Company, but this policy is to be valid only when it bears an authorized counter-signature, as of the date set forth in Schedule A.

Issued by:

CHICAGO TITLE INSURANCE COMPANY

CHICAGO TITLE INSURANCE COMPANY

President.

ester To

Secretary.

#### 1. Definitions

The following terms when used in this policy mean:

- (a) "land": The land described, specifically or by reference, in Schedule A, and improvements affixed thereto which by law constitute real property.
- (b) "public records": Those records which impart constructive notice of matters relating to the land.
- (c) "knowledge": Actual knowledge, not constructive knowledge, or notice which may be imputed to the Insured by reason of any public records.
  - (d) "date": The effective date, including hour if specified.
- (e) "insured": The Insured named in Schedule A and, subject to any rights or defenses the Company may have had against the named Insured or any person or entity who succeeds to the interest of such named Insured by operation of law as distinguished from purchase, any person or entity who succeeds to the interest of such named Insured by operation of law as distinguished from purchase including but not limited to the following:
  - (i) heirs, devisees, distributees, executors and administrators;
  - (ii) the successors in interest to a corporation resulting from merger or consolidation or the distribution of the assets of such corporation upon partial or complete liquidation;
  - (iii) the partnership successors in interest to a general or limited partnership which dissolves but does not terminate:
  - (iv) the successors in interest to a general or limited partnership resulting from the distribution of the assets of such general or limited partnership upon partial or complete liquidation;
  - (v) the successors in interest to a joint venture resulting from the distribution of the assets of such joint venture upon partial or complete liquidation;
  - (vi) the successor or substitute trustee of a trustee named in a written trust instrument; or
  - (vii) the successors in interest to a trustee or trust resulting from the distribution of all or part of the assets of such trust to the beneficiaries thereof.

#### 2. Exclusions from the Coverage of this Policy

This policy does not insure against loss or damage by reason of the following:

- (a) The refusal of any person to purchase, lease or lend money on the land.
- (b) Governmental rights of police power or eminent domain unless notice of the exercise of such rights appears in the public records at the date hereof; and the consequences of any law, ordinance or governmental regulation including, but not limited to, building and zoning ordinances.
- (c) Any titles or rights asserted by anyone including, but not limited to, persons, corporations, governments or other entities to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or to any land extending from the line of mean low tide to the line of vegetation, or to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or to filledin lands, or artificial islands, or to riparian rights, or the rights or interests of the State of Texas or the public generally in the area extending from the line of mean low tide to the line of vegetation or their right of access thereto, or right of easement along and across the same.
- (d) Defects, liens, encumbrances, adverse claims against the title as insured or other matters (1) created, suffered, assumed or agreed to by the Insured at the date of this policy, or (2)

known to the Insured at the date of this policy unless disclosure thereof in writing by the Insured shall have been made to the Company prior to the date of this policy; or loss or damage which would not have been sustained if the Insured were a purchaser for value without knowledge; or the homestead or community property or survivorship rights, if any, of any spouse of any Insured.

#### 3. Defense of Actions

- (a) In all cases where this policy provides for the defense of any action or proceeding, the Insured shall secure to the Company the right to so provide defense in such action or proceeding, and all appeals therein, and permit it to use, at its option, the name of the Insured for such purpose. Whenever requested by the Company, the Insured shall give the Company all reasonable aid in any such action or proceeding, in effecting settlement, securing evidence, obtaining witnesses, or defending such action or proceeding.
- (b) The Company shall have the right to select counsel of its own choice whenever it is required to defend any action or proceeding, and such counsel shall have full control of said defense.
- (c) Any action taken by the Company for the defense of the Insured or to establish the title as insured, or both, shall not be construed as an admission of liability, and the Company shall not thereby be held to concede liability or waive any provision of this policy.

#### 4. Payment of Loss

- (a) No claim shall arise or be maintainable under this policy for liability voluntarily assumed by the Insured in settling any claim or suit without written consent of the Company.
- (b) All payments under this policy, except payments made for costs, attorney fees and expenses, shall reduce the amount of the insurance pro tanto; and the amount of this policy shall be reduced by any amount the Company may pay under any policy insuring the validity or priority of any lien excepted to herein or any instrument hereafter executed by the Insured which is a charge or lien on the land, and the amount so paid shall be deemed a payment to the Insured under this policy.
- (c) The Company shall have the option to pay or settle or compromise for or in the name of the Insured any claim insured against by this policy, and such payment or tender of payment, together with all costs, attorney fees and expenses which the Company is obligated hereunder to pay, shall terminate all liability of the Company hereunder as to such claim. Further, the payment or tender of payment of the full amount of this policy by the Company shall terminate all liability of the Company under this policy.
- (d) Whenever the Company shall have settled a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the Insured, and it shall be subrogated to and be entitled to all rights and remedies of the Insured against any person or property in respect to such claim. The Insured, if requested by the Company, shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect such right of subrogation, and shall permit the Company to use the name of the Insured in any transaction or litigation involving such rights and remedies.

#### 5. Palicy Entire Contract

Any action, actions or rights of action that the Insured may have, or may bring, against the Company, arising out of the status of the title insured hereunder, must be based on the provisions of this policy, and all notices required to be given the Company, and any statement in writing required to be furnished the Company, shall be addressed to its principal office, at 111 W. Washington Street, Chicago, Illinois 60602, or to any branch office of the Company.

#### 6. This Policy is Not Transferable.

SCHEDULE A

1. 2 SCHEDULE A

GF NUMBER POLICY NUMBER DATE OF POLICY AMOUNT OF INSURANCE

82 M 101646 44 903 50 101646 February 1, 1982 \$100,000.00

Name of Insured:

City of Addison

1. The estate or interest in the land insured by this policy is:

Fee Simple

2. The land referred to in this policy is described as follows:

BEING LOT 7 in BLOCK B of BELTWOOD NORTH ADDITION, PHASE II, an Addition to the City of Dallas, Texas, according to the Map thereof, recorded in VOlume 78201, Page 0001, Map Records, Dallas County, Texas.

#### **SCHEDULE B**

Owner Policy Number: 44 903 50 101646

G.F. Number: 82 M 101646

This policy is subject to the Conditions and Stipulations hereof, the terms and conditions of the leases or easements insured, if any, shown in Schedule A, and to the following matters which are additional exceptions from the coverage of this policy:

- Restrictive covenants affecting the land described or referred to above.
- Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments, or any overlapping of improvements.
- 3. Taxes for the year 19 82 and subsequent years, and subsequent assessments for prior years due to change in land usage or ownership.
- 4. The following lien(s) and all terms, provisions and conditions of the instrument(s) creating or evidencing said lien(s):

  None
- 5. Drainage easement along westerly line of lot per recorded map (30 ft. wide except at most southerly part of lot where it becomes wider.)
- 6. Easement in instrument dated November 24, 1937, filed December 10, 1937, recorded in Volume 2047, Page 328, Deed Records, Dallas County, Texas, for electrical lines, etc., and right-of-way from Beatrice Wells, et al, to Texas Power and Light Company.
- 7. Rights of Parties in Possession.

Countersigned

Schedule B of this Policy consists of  $\, {f I} \,$  pages.

Treeman

CHICAGO TITLE INSURANCE COMPANY

109710764UCAE)

Tract C

STATE OF TEXAS

9

COUNTY OF DALLAS

After Recording Return To: Robert G. Buchanan, Jr. 901 Main Street, Suite 4000 Dallas, Texas 75202

DEED WITHOUT WARRANTY

21521

(Chester)

01/23/98

827541

\$15.00

DATE:

December 18, 1997

GRANTOR: Bob Chester and William F. Chester

# GRANTOR'S MAILING ADDRESS (INCLUDING COUNTY):

3912 Fairlakes Drive Dallas, Texas 75228 (Dallas County)

GRANTEE: Town of Addison, Texas

# GRANTEE'S MAILING ADDRESS (INCLUDING COUNTY):

5300 Belt Line Road Addison, Dallas County, Texas 75001

#### **CONSIDERATION:**

Two Hundred Ten Thousand Five Hundred and No/100 Dollars (\$210,500.00), the receipt and sufficiency of which is hereby acknowledged.

# PROPERTY (INCLUDING ANY IMPROVEMENTS):

The property described in Exhibit "A" attached hereto and incorporated herein by reference.

#### RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

All presently valid and effective easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments that affect the Property.

Grantor, for the consideration described above and subject to the reservations from and exceptions to conveyance and warranty, grants, sell, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have

and hold it to Grantee, Grantee's heirs, successors or assigns forever, without express or implied warranty; and all warranties that might arise by common law and the warranties in Section 5.023 of the Texas Property Code (or its successor) are excluded.

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

**EXECUTED** effective as of (but not necessarily on) the date first above written.

Bob Chester

William F. Chester

STATE OF TEXAS

....

8

COUNTY OF DALLAS

This instrument was acknowledged before me by Bob Chester on the 18th

December, 1997.

Notary Public,

State of Texas

My Commission Expires:

DONNA E. PICKETT NOTARY PUBLIC State of Texas Comm. Exp. 05-08-99 Printed or Typed Name of

Notary

§ STATE OF TEXAS COUNTY OF DALLAS

This instrument was acknowledged before me by William F. Chester on the

Notary Public, State of Texas

My Commission Expires:

Notary

#### EXHIBIT "A"

BEING a tract of land located in the George Syms Survey, Abstract No. 1344, Town of Addison, Dallas County, Texas, conveyed to Bob Chester and William F. Chester, by a deed now of record in Volume 84216, Page 3066 of the Map Records of Dallas County, Texas, said tract of land being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod found for corner, said rod bears S 89°59'22.3" W a distance of 30.00 feet from an "X" set in the centerline of Dooley Road, said rod also being at the southeast corner of said Chester tract, said rod also being in the west right-of-way line of Dooley Road, a 60 foot right-of-way;

THENCE, S 89°59'22.3" W, along the south line of said Chester tract, a distance of 208.10 feet to a 1/2 inch iron rod set for corner, said rod also being at the southwest corner of said Chester tract;

THENCE, Due North, along the west line of said Chester tract, a distance of 313.10 feet to a 1/2 inch iron rod set for corner, said-rod also being at the northwest corner of said Chester tract;

THENCE, Due East, along the north line of said Chester tract, a distance of 208.10 feet to a 1/2 inch iron rod set for corner, said rod also being at the northeast corner of said Chester tract, said rod also being in the west right-of-way line of Dooley Road;

THENCE, Due South, along the east line of said Chester tract and along said west right-of-way line of Dooley Road, a distance of 313.06 feet to Point of Beginning and containing 65,152.15 square feet of land.

FILED 98 JAN 22 PH 3: 55

Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is invalid and unenforceable under tederal law.

STATE OF TEXAS

I hereby certify this instrument was filed on the date and time atemped hereon by rise and was duly recorded in the volume and page of the named records of Dallas County, Texas as stamped hercon by me.

JAN 23 1998

COUNTY CLERK, Dallas County, Texas

HFTC GF#R97106228

Tract D

STATE OF TEXAS

8

After Recording Return To:

Robert G. Buchanan, Jr. 901 Main Street, Suite 4000

Dallas, Texas 75202

COUNTY CLERK'S MEMO PORTIONS OF THIS DOCUMENT NOT REPRODUCIBLE WHEN RECORDED

COUNTY OF DALLAS

SPECIAL WARRANTY DEED

2170239

11/06/97

732546

\$15.00

Deed

DATE:

September 29 , 1997

GRANTOR: Protecta-Cab, Inc., a Texas corporation

# GRANTOR'S MAILING ADDRESS (INCLUDING COUNTY):

15280 Addison Road, Suite 300 Dallas County Dallas, Texas 75248

GRANTEE: Town of Addison, Texas

# GRANTEE'S MAILING ADDRESS (INCLUDING COUNTY):

5300 Belt Line Road Addison, Dallas County, Texas 75001

#### **CONSIDERATION:**

Two Hundred Twenty-Two Thousand Five Hundred and No/100 Dollars (\$222,500.00), the receipt and sufficiency of which is hereby acknowledged.

#### PROPERTY (INCLUDING ANY IMPROVEMENTS):

The property described in Exhibit "A" attached hereto and incorporated herein by reference.

#### RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

See Exhibit "B" attached hereto and incorporated herein by reference.

Grantor, for the consideration described above and subject to the reservations from and exceptions to conveyance and warranty, grants, sell, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs,

executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty, when the claim is by, through or under Grantor but not otherwise.

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

**EXECUTED** effective as of (but not necessarily on) the date first above written.

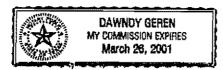
Protecta-Cab, Inc., a Texas corporation

By: Daryl N. Snadon
Title: Director

STATE OF TEXAS

Ş

COUNTY OF DALLAS



Notary Public, State of Texas

My Commission Expires:

March 26, 2001

Printed or Typed Name of

Notary

#### EXHIBIT "A"

Being 1.498 acres of land located in the GEORGE SYMS SURVEY, ABSTRACT NO. 1344, City of Addison, Dallas County, Texas, and being all those certain tracts of land conveyed as Tract I and Tract II to American Federal Bank, F.S.B., according to the Substitute Trustee's Deed recorded in Volume 90160, Page 1555 of the Deed Records of Dallas County, Texas and more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod found at the Southeast corner of said American Federal Bank Tract being the Northeast corner of Lot 1, Block 1, Kincaid Addition to the City of Addison, Dallas County, Texas, according to the Plat recorded in Volume 84087, Page 50 of the Map Records of Dallas County, Texas, lying in the West Right-of-Way line of Dooley Road (a 60-foot wide right-of-way) and lying by deed North 607.69 feet along said Right-of-Way line from its intersection with the North Right-of-Way line of Keller Springs Road (a 50-foot wide right-of-way);

THENCE West, 278.49 feet along the common boundary line between said American Federal Bank Tract and said Kincaid Addition to a 1/2 inch iron rod set at the Southwest corner of said American Federal Bank Tract;

THENCE North, 234.27 feet along the West boundary line of said American Federal Bank Tract to a 1/2 inch iron rod found at the Northwest corner thereof being the most Southerly Southwest corner of Lot 6, Block 8, Beltwood North, Phase 2, an addition to the City of Addison, Dallas County, Texas according to the Plat recorded in Volume 78201, Page 1 of the Map Records of Dallas County, Texas;

THENCE East, at 69.30 feet passing a 1/2 inch iron rod found at the Southeast corner of said Lot 6 and continuing in all a total distance of 278.49 feet along the North boundary line of said American Federal Bank Tract to a 1/2 inch iron rod set at the Northeast corner thereof, being the Southeast corner of Lot 2, Block A, Chester Addition to the City of Addison, Dallas County, Texas according to the plat recorded in Volume 84216, Page 3066 of the Map Records of Dallas County, Texas and lying the aforesaid West Right-of-Way line of Dooley Road;

THENCE South, 234.27 feet along the East boundary line of said American Federal Bank Tract with said Right-of-Way line to the PLACE OF BEGINNING, CONTAINING 1.498 acres (65,243 square feet) of land.

#### EXHIBIT "B"

- Avigation Easement granted to the City of Carrollton by instrument dated March 30, 1974, executed by Myrtle Wakefield and recorded in Volume 74040, Page 1790, Deed Records of Dallas County, Texas.
- Avigation Easement granted to the City of Carrollton by instrument dated March 30, 1974, executed by Pearlie Radford and recorded in Volume 74070, Page 1802, Deed Records of Dallas County, Texas.
- 3. Easement granted to the City of Addison by instrument dated September 7, 1983, executed by M. Katherine Ingle and Robert L. Ingle and recorded in Volume 83225, Page 1136, Deed Records of Dallas County, Texas.

FILED

97 NOV -5 PM 2:21

EARL SULLOCK COUNTY CLERK DALLAS COUNTY

Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is invalid and unenforceable under federal law.

STATE OF TEXAS

I hereby certify this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the named records of Dallas County, Texas as stamped hereon by me.

NOV 6 1997

COUNTY CLERK, Dallas County, Texas

