



Post Office Box 9010 Addison, Texas  
75001-9010  
5300 Belt Line Road  
(972) 450-7000 Fax: (972) 450-7043

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## AGENDA

### REGULAR MEETING OF THE CITY COUNCIL

7:30 PM

November 11, 2014

ADDISON TOWN HALL

5300 BELT LINE RD., DALLAS, TX 75254  
7:30PM REGULAR MEETING

### REGULAR MEETING

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#### Pledge of Allegiance

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R1 Announcements and Acknowledgements regarding Town and Council  
Events and Activities

Discussion of Events/Meetings

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Consent Agenda.

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R2a Approval of the Minutes for the October 28, 2014 City Council  
Meeting and Work Session.

#### RECOMMENDATION:

Administration recommends approval.

#### Attachments

- R2b Approval of and authorizing the City Manager to execute an agreement with Time Warner Cable for the relocation of their cable lines in connection with the Belt Line Utility Undergrounding project for an amount not to exceed \$200,624, subject to final review and approval of the City Manager and the City Attorney.

**RECOMMENDATION:**

Administration recommends approval.

**Attachments**

TWC Agreement

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Regular Items

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- R3 Presentation and proclamation recognizing American Diabetes Month.
- 

- R4 Discussion and update regarding the City Attorney position, appointment, and appointment process, and take action regarding a Request for Qualifications for the City Attorney position.
- 

- R5 Discussion and take action regarding approval of an agreement with Kanter Financial Forensics, LLC for the review of the Town's financial and accounting practices, including analysis of the status of Kanter's prior recommendations, analysis of a reconciliation of the Town's physical inventory and records, and analysis of Special Events and Municipal Court financial practices.

**Attachments**

Addison Addendum #2

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- R6 **PUBLIC HEARING.** Public hearing and discussion regarding boot camp fee policy for use of Addison public spaces.
- 

- R7 Presentation, discussion and take action regarding approval of a boot camp permit fee pilot program for use with contractors providing outdoor fee based boot camp style programs, fitness and recreation classes in Addison parks, subject to the final review and approval of the City Manager and City Attorney.

**RECOMMENDATION:**

Administration recommends approval.

**Attachments**

License Agreement

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- R8 Discussion, consider and take action approving and authorizing the City Manager to execute the Project Change Request 001 to the current agreement between iXP Corporation and the Town of Addison dated April 2, 2014 (the Project Change Request 001 being reflected in an Amendment to IXP Consulting Services Agreement) to expand the work and services of iXP pertaining to the establishment, initial start-up and operation of a local government corporation and of the single consolidated joint public safety communications center for the Town and the Cities of Carrollton, Coppell, and Farmers Branch.

**RECOMMENDATION:**

Administration recommends approval.

**Attachments**

PCR001

Amendment to the IXP Agreement

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- R9 Discussion, consider and take action approving and authorizing the City Manager to execute an interlocal agreement between the Town of Addison and the City of Carrollton, the City of Coppell, the City of Farmers Branch, and the North Texas Emergency Communications Center, Inc. (NTECC) regarding the assignment to NTECC by the Town of the Town's interest in an agreement (IXP Consulting Services Agreement) between the Town and iXP Corporation pertaining to the establishment, initial start-up and operation of a local government corporation and of the single consolidated joint public safety communications center for the Town and the Cities of Carrollton, Coppell, and Farmers Branch (and including payment provisions), and approving and authorizing the City Manager to execute an Assignment and Assumption of the IXP Consulting Services Agreement between the Town and NTECC.

**RECOMMENDATION:**

Administration recommends approval.

**Attachments**

Assignment of IXP Contract

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- R10 Discussion, consider and take action approving and authorizing the City Manager to execute an Amendment to IXP Interlocal Agreement between the Town of Addison, City of Carrollton, City of Coppell, and City of Farmers Branch pertaining to the approval of an amendment to an agreement between the Town and iXP Corporation regarding additional work and services to be provided by iXP Corporation in connection with the establishment, initial start-up and operation of a local government corporation and of the single consolidated joint public safety communications center for the Town and the Cities of Carrollton, Coppell, and Farmers Branch.

**RECOMMENDATION:**

Administration recommends approval.

**Attachments**

Ammendment to IXP ILA

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- R11 Discussion, consider, and take action regarding a Resolution concerning and authorizing the use of eminent domain to condemn the necessary interests in certain real property within the Town for the public use of making improvements to Belt Line Road between Marsh Lane and Midway Road.

**RECOMMENDATION:**

Administration recommends approval.

**Attachments**

Resolution- Eminent Domain

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- R12 Discussion regarding the Agreement for the Operation and Management of Addison Airport between the Town and URS Energy & Construction, Inc. (URS), operator of the Addison Airport pursuant that Agreement, and the acquisition of URS by AECOM Technology Corporation.
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## Adjourn Meeting

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Posted:

Matthew McCombs, November 7, 2014, 5:00pm

**THE TOWN OF ADDISON IS ACCESSIBLE TO PERSONS WITH DISABILITIES.  
PLEASE CALL (972) 450-7090 AT LEAST  
48 HOURS IN ADVANCE IF YOU NEED ASSISTANCE.**

**Combined Meeting**

**R2a**

**Meeting Date:** 11/11/2014

**Council Goals:** N/A

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**AGENDA CAPTION:**

Approval of the Minutes for the October 28, 2014 City Council Meeting and Work Session.

**FINANCIAL IMPACT:**

N/A

**BACKGROUND:**

N/A

**RECOMMENDATION:**

Administration recommends approval.

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**Attachments**

10-28-2014 Minutes

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# **DRAFT**

## **OFFICIAL ACTIONS OF THE ADDISON CITY COUNCIL WORK SESSION**

October 28, 2014

5:30 PM

Addison Town Hall, 5300 Belt Line Rd., Dallas, TX 75254

5:30 PM Work Session | 7:30 PM Regular Meeting

Present: Arfsten; Carpenter; Clemens; DeFrancisco; Heape; Meier; Moore

## **OFFICIAL ACTIONS OF THE ADDISON CITY COUNCIL REGULAR MEETING**

October 28, 2014

5:30 PM

Addison Town Hall, 5300 Belt Line Rd., Dallas, TX 75254

5:30 PM Work Session | 7:30 PM Regular Agenda

Posted by: Matthew McCombs, October 24, 2014, 5:00pm

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### **WORK SESSION**

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WS1 Presentation and discussion regarding brush and bulky waste procedures and policy.

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WS2 Presentation and discussion regarding boot camp style programs and fitness and recreation classes in selected Addison locations and parks.

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WS3 Discussion regarding the World Affairs Council of Dallas/Fort Worth Fiscal Year 2014- 2015 Scope of Services.

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WS4 Update on and discussion regarding Visit Addison Offices and site.

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## REGULAR MEETING

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### Pledge of Allegiance

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Announcements and Acknowledgements regarding Town and Council Events and Activities

Discussion of Events/Meetings

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Consent Agenda.

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- R2a Approval of the Minutes for the October 14, 2014 City Council Meeting and Work Session.

**RECOMMENDATION:**

Administration recommends approval.

Motion made by Clemens to approve, subject to City Manager and City Attorney approval,

Seconded by DeFrancisco

**Voting** AYE: Arfsten, Carpenter, Clemens, DeFrancisco, Heape, Meier, Moore

Passed

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- R2b Approval of an award of bid to BMW Motorcycles of North Dallas in the amount of \$50,013.84 for the purchase of (2) 2015 BMW Police Motorcycles.

**RECOMMENDATION:**

Administration recommends approval.

Motion made by Clemens to approve, subject to City Manager and City Attorney approval,

Seconded by DeFrancisco

**Voting** AYE: Arfsten, Carpenter, Clemens, DeFrancisco, Heape, Meier, Moore

Passed

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R2c Approval of an Ordinance amending Section 82-80.1 of the Town Code of Ordinances regarding payment of a delinquent water and sewer bill and Section 82-80.3 (b), (c) and (g) of the Code regarding water and sewer utility service termination and restoration procedures.

**RECOMMENDATION:**

Administration recommends approval.

Council Member Arfsten pulled Item R2c from the consent agenda for clarification.

Eric Cannon, Chief Financial Officer, spoke regarding this item.

Motion made by Arfsten to approve, as submitted,  
Seconded by DeFrancisco

**Voting** AYE: Arfsten, Carpenter, Clemens, DeFrancisco, Heape,  
Meier, Moore

Passed

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R2d Approval of and authorizing the City Manager to execute a contract with Shiroma Southwest for professional services to perform interim marketing and public communications functions for the Town of Addison.

**RECOMMENDATION:**

Administration recommends approval.

Motion made by Clemens to approve, subject to City Manager and City Attorney approval,  
Seconded by DeFrancisco

**Voting** AYE: Arfsten, Carpenter, Clemens, DeFrancisco, Heape,  
Meier, Moore

Passed

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R2e Approval of and authorizing the City Manager to execute a contract with Shiroma Southwest for public relations and media publicity programs to promote the Town of Addison's events and selected special projects.

**RECOMMENDATION:**

Administration recommends approval.

Motion made by Clemens to approve, subject to City Manager and City Attorney approval,  
Seconded by DeFrancisco

**Voting** AYE: Arfsten, Carpenter, Clemens, DeFrancisco, Heape, Meier, Moore

Passed

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R2f Approval of and authorizing the City Manager to execute a contract with Rodney Hand & Associates Marketing Communications, LP for the production of Addison the Magazine of the North Dallas Corridor and Addison and The North Dallas Corridor Visitors Guide in an amount not to exceed \$111,000.

RECOMMENDATION:

Administration recommends approval.

Motion made by Clemens to approve, subject to City Manager and City Attorney approval,  
Seconded by DeFrancisco

**Voting** AYE: Arfsten, Carpenter, Clemens, DeFrancisco, Heape, Meier, Moore

Passed

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R2g Approval of and authorizing the City Manager to execute a contract with Cavanaugh Flight Museum Sponsorship for marketing support in an amount not to exceed \$50,000.

RECOMMENDATION:

Administration recommends approval.

Council Member Clemens pulled Item R2g from the consent agenda for clarification.

Doug Jeanes, Director of Cavanaugh Flight Museum, spoke regarding this item.

Motion made by Clemens to approve, as submitted,  
Seconded by Moore

**Voting** AYE: Arfsten, Carpenter, Clemens, DeFrancisco, Heape, Meier, Moore

Passed

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R2h Approval of a resolution authorizing the City Manager to accept and enter into a \$50,000 RAMP (Routine Airport Maintenance Program) Grant Agreement between the Texas Department of Transportation (TxDOT) and the Town of Addison, for airport improvements at Addison Airport.

**RECOMMENDATION:**

Administration recommends approval.

Motion made by Clemens to approve, subject to City Manager and City Attorney approval,

Seconded by DeFrancisco

**Voting** AYE: Arfsten, Carpenter, Clemens, DeFrancisco, Heape, Meier, Moore

Passed

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R2i Approval of and authorizing the City Manager to execute a purchase agreement for a Utility and Sidewalk easement at 3939 Belt Line Road in the amount of \$8,013.00.

**RECOMMENDATION:**

Administration recommends approval.

Motion made by Clemens to approve, subject to City Manager and City Attorney approval,

Seconded by DeFrancisco

**Voting** AYE: Arfsten, Carpenter, Clemens, DeFrancisco, Heape, Meier, Moore

Passed

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R2j Approval of and authorizing the City Manager to execute with the World Affairs Council of Dallas/Fort Worth for consulting services, subject to the final review/approval of the City Manager and City Attorney.

**RECOMMENDATION:**

Administration recommends approval.

Item R2j was pulled from the consent agenda.

There was no action taken on this item.

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Regular Items

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- R3 Presentation and proclamation recognizing November Pulmonary Hypertension Month.

The item was pulled from the agenda and no action was taken.

- 
- R4 Presentation and proclamation honoring Terry Martin, Producing Artistic Director of WaterTower Theatre.

Terry Martin, Producing Artistic Director of WaterTower Theatre, accepted the proclamation.

There was no action taken on this item.

- 
- R5 Presentation from Kanter Financial Forensics, LLC and discussion regarding the Town's financial and accounting practices.

Larry Kanter of Kanter Financial Forensics spoke regarding this item.

Lea Dunn, City Manager, and John Hill also spoke regarding this item.

There was no action taken on this item.

- 
- R6 Discussion and take action regarding approval of an agreement with Kanter Financial Forensics, LLC for the review of the Town's financial and accounting practices.

The item was pulled from the agenda and no action was taken.

- 
- R7 Discussion, consider and take action regarding the approval of and authorizing the City Manager to execute a Work Authorization #2 under the Master Professional Services Agreement with Gradient Solutions Corporation for implementation of data analysis and alerts associated with the Town's purchasing card program.

**RECOMMENDATION:**

Administration recommends approval.

Eric Cannon, Chief Financial Officer, and Wayne Usry of Gradient Solutions spoke regarding this item.

Motion made by DeFrancisco to approve, as submitted,  
Seconded by Carpenter

**Voting** AYE: Arfsten, Carpenter, Clemens, DeFrancisco, Heape,  
Meier, Moore

Passed

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- R8 Presentation, discussion, consider and take action approving and authorizing the City Manager to execute a contract with Tyler Technologies for the purchase and installation of a ERP (Enterprise Resource Planning) system in the amount of \$1,530,908 subject to the final review and approval of the City Manager and City Attorney.

RECOMMENDATION:

Administration recommends approval.

Hamid Khaleghipour, Director of Information Technology, Lea Dunn, City Manager, Eric Cannon, Chief Financial Officer, and Sheryl Donihoo, Network Specialist, spoke regarding this item.

Motion made by Moore to approve, as submitted,  
Seconded by Clemens

**Voting** AYE: Arfsten, Carpenter, Clemens, DeFrancisco, Heape,  
Meier, Moore

Passed

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- R9 Discussion, consider and take action approving and authorizing the City Manager to execute a Professional Services Contract with M.E.P. Consulting Engineers, Inc. (MEPCE) for the Town of Addison's Facilities Assessment, Facility Capital Improvement Plan and Operations & Maintenance plan in an amount not to exceed \$65,000.

RECOMMENDATION:

Administration recommends approval.

Mark Acevedo, Director of General Services, and Adam Nemati of M.E.P. Consulting Engineers, Inc. spoke regarding this item.

Motion made by Arfsten to approve, as submitted,  
Seconded by DeFrancisco

**Voting** AYE: Arfsten, Carpenter, Clemens, DeFrancisco, Heape, Meier, Moore

Passed

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- R10 Presentation of the current status of the Instrument Landing System at Addison Airport and the redevelopment of the Airport's Southeast Quadrant.

Lisa Pyles, Director of Infrastructure and Development Services, spoke regarding this item.

There was no action taken on this item.

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- R11 Discussion and update regarding Extended Stay Hotels in Addison.

There was no action taken on this item.

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#### Executive Session

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- ES1 Closed (Executive) session of the Addison City Council pursuant to Section 551.074, Texas Government Code, to deliberate the evaluation of the City Manager.

The City Council entered Executive Session at 10:15 pm.  
The City Council closed Executive Session at 10:45 pm.

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- ES2 Closed (executive) session of the Addison City Council pursuant to Section 551.071, Tex. Gov. Code, to conduct a private consultation with its attorney(s) on a matter in which the duty of the attorney(s) to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551, Tex. Gov. Code, pertaining to the ponds or lakes at Vitruvian Park, located within the vicinity and east of the intersection of Vitruvian Way and Ponte Ave., and Farmers Branch Creek.

The City Council entered Executive Session at 10:15 pm.  
The City Council closed Executive Session at 10:45 pm.

There was no action taken on this item.

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Regular Items Continued

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R12 Discussion, consider and take action regarding the ponds or lakes within the City at Vitruvian Park, located within the vicinity and east of the intersection of Vitruvian Way and Ponte Ave., and Farmers Branch Creek.

There was no action taken on this item.

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Adjourn Meeting

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\_\_\_\_\_  
Mayor-Todd Meier

Attest:

\_\_\_\_\_  
City Secretary-Matthew McCombs

## Combined Meeting

R2b

**Meeting Date:** 11/11/2014

**Council Goals:** Implement bond propositions

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### **AGENDA CAPTION:**

Approval of and authorizing the City Manager to execute an agreement with Time Warner Cable for the relocation of their cable lines in connection with the Belt Line Utility Undergrounding project for an amount not to exceed \$200,624, subject to final review and approval of the City Manager and the City Attorney.

### **FINANCIAL IMPACT:**

The financial responsibility of the Town is \$200,624. The funds are available in the 2012 Belt Line Utility Undergrounding bonds.

### **BACKGROUND:**

In 2012, Addison voters approved a bond package that included the funds to move the utilities on Belt Line underground. The project relocates the utilities owned by Oncor as well as the telecommunication providers that are currently on the aerial structures. The Town is obligated to pay for the relocation of the utilities for each of the providers. We have reached agreement with Time Warner Cable for the removal and relocation of their cable lines. The total cost of the relocation is \$322,864, \$122,240 of which is considered to be a betterment and will be paid for by TWC. The remainder of the cost, \$200,624 is the responsibility of the Town. The funds are available in the 2012 bond fund.

### **RECOMMENDATION:**

Administration recommends approval.

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### **Attachments**

TWC Agreement

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## STANDARD UTILITY AGREEMENT ACTUAL COST

Limits of Project: Belt Line Road from Marsh Lane to Midway Road

This Agreement by and between the Town of Addison, ("**Town**"), and Time Warner Cable, Inc., acting by and through its duly authorized representative, ("**Utility**"), shall be effective on the date of approval and execution by and on behalf of the **Town**.

**WHEREAS**, the **Town** has determined that it is necessary to make certain roadway and utility improvements in the public roadway system, which said changes are generally described herein,

**WHEREAS**, these proposed roadway and utility improvements will necessitate the adjustment, removal, and/or relocation of certain facilities of **Utility** as indicated in the following statement of work: Relocation of aerial utilities (**Utilities**) to underground along Belt Line Road from Marsh Lane to Midway Road and such work is shown in more detail in **Utility's** plans, specifications and estimated costs, which are attached hereto as Attachment "A".

**WHEREAS**, the **Town** will participate in the costs of the adjustments, removal, and/or relocation of the **Utilities** to the extent they are Actual Cost, as provided herein.

**WHEREAS**, the **Town**, upon receipt of evidence it deems sufficient, acknowledges **Utility's** interest in the **Utilities** that entitle it to reimbursement for the adjustment, removal, and relocation of the **Utility** located upon the lands as indicated in the statement of work above, minus the amount that is considered a Betterment as described and calculated in Attachment "D".

### **NOW, THEREFORE, BE IT AGREED:**

The **Town** will pay to **Utility** the costs incurred by **Utility** in adjustment, removal, and/or relocation of **Utility's** facilities (the **Utilities**) up to the amount of Actual Cost, as provided herein. Those costs, as outlined in Attachment D; NTX Contract Labor Estimate, are calculated to be \$322,864. Of those costs, \$122,240 is considered to be a betterment and will be paid for by the **Utility**. The **Town** will reimburse the **Utility** an amount not to exceed \$200,624.

The **Town** and **Utility** agree that all conduct under this agreement, including but not limited to the adjustment, removal and relocation of the **Utilities** facility, the development and reimbursement of costs, any environmental requirements, and retention of records will be in accordance with 23 CFR 645, Subparts A & B, as highlighted, and all other applicable federal and State laws, rules and regulations. **Utility** agrees to supply, upon request by the **Town**, proof of compliance with the aforementioned laws, rules and regulations prior to the commencement of construction.

The **Utility** agrees to develop relocation or adjustment costs by accumulating actual direct and related indirect costs in accordance with a work order accounting procedure prescribed by **Town**, or may, with the **Town's** approval, accumulate actual direct and related indirect costs in accordance with an established accounting procedure developed by **Utility** (Actual Cost). Bills for work hereunder will be submitted to **Town** not later than 90 days after completion of work.

When requested, the **Town** will make intermediate payments at not less than monthly intervals to **Utility** when properly billed and such payments will not exceed eighty percent (80%) of the Actual Cost as

shown in each such billing. In addition, the **Town** will make a payment, before audit, which will bring the total percentage paid to the **Utility** up to ninety percent (90%) Actual Costs. Intermediate payments shall not be considered final payment for any listed items.

Alternatively, **Town** agrees to pay **Utility** an agreed lump sum as supported by the attached estimated costs. The **Town** will, upon satisfactory completion of the adjustments, removals, and/or relocations and upon receipt of a final billing, make payment to **Utility** in the agreed amount.

Upon execution of this agreement by both parties, the **Town** will, by written notice, authorize the **Utility** to perform such work diligently, and to conclude said adjustment, removal, or relocation by the stated completion date. The completion date shall be extended for delays caused by events outside **Utility's** control, including an event of Force Majeure, which shall include a strike, war or act of war (whether an actual declaration of war is made or not), insurrection, riot, act of public enemy, accident, fire, flood or another act of God, sabotage, or other events, interference by the **Town** or any other party with **Utility's** ability to proceed with the relocation, or any other event in which **Utility** has exercised all due care in the prevention thereof so that the causes or other events are beyond the control and without the fault or negligence of **Utility**.

The **Town** will, upon satisfactory completion of the relocation or adjustment and upon receipt of final billing prepared in an approved form and manner, make payment in the amount of ninety percent (90%) of the Actual Costs as shown in the final billing prior to audit and after such audit shall make an additional final payment totaling the reimbursement amount reasonable found by the Town to be Actual Cost.

Unless an item is stricken and initialed by the **Town** and **Utility**, this agreement in its entirety consists of the following:

1. This Standard Utility Agreement;
2. Plans, Specifications, and Estimates Costs (Attachment "A");
3. Utility's Accounting Method (Attachment "B");
4. Utility's Schedule of Work and Estimated Date of Completion (Attachment "C");
5. Betterment Calculation and Estimates (Attachment "D");
6. 23 CFR 645, Subpart A, highlighted (Attachment "E")

All attachments are included herein as if fully set forth. In the event it is determined that a substantial change from the statement of work contained in this agreement is required, reimbursement therefore shall be limited to costs covered by a modification or amendment of this agreement or a written change or extra work order approved by the **Town** and **Utility**.

This agreement is subject to cancellation by the **Town** at any time up to the date that work under this agreement has been authorized by the Town. Such cancellation will not create any liability on the part of the **Town**.

The **Town** Auditor (or Director of Finance or the Director's designee) ("Auditor") may conduct an audit or investigation of any entity receiving funds from the **Town** directly under this agreement or indirectly through a subcontract under this agreement. Acceptance of funds directly under this agreement or indirectly through a subcontract under this agreement acts as acceptance of the authority of the **Town** Auditor, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the **Town** Auditor with access to any information the **Town** Auditor considers relevant to the investigation or audit.

Neither the **Town** nor the **Utility**, by execution of this agreement, waive any rights which either of them may have within the limits of the law.

It is expressly understood that the **Utility** conducts the adjustment, removal, or relocation at its own risk, and that the **Utility** agrees to defend, indemnify and hold the **Town**, and its elected and appointed officials, and its officers, employees, representative, and agents, harmless for damage to existing facilities or personal injuries (including death) caused by or resulting from the **Utility's** conduct.

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party represented.

**TOWN OF ADDISON, TEXAS**

**UTILITY**

\_\_\_\_\_  
Name, Title

Acting by and through the authority of the Town  
of Addison Council

Attest:

\_\_\_\_\_

\_\_\_\_\_  
Title

Approved as to Form:

\_\_\_\_\_

\_\_\_\_\_  
Title

Time Warner Cable, Inc.  
\_\_\_\_\_  
Name of Utility

By: \_\_\_\_\_  
(Authorized Signature)

Print or Typed Name  
\_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**AUDITOR'S CERTIFICATE**

I hereby certify that funds are available in the amount of \$ \_\_\_\_\_ to accomplish and pay the obligation of the Town of Addison under this contract.

\_\_\_\_\_  
Town of Addison Auditor

**Combined Meeting**

**R3**

**Meeting Date:** 11/11/2014

**Council Goals:** N/A

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**AGENDA CAPTION:**

Presentation and proclamation recognizing American Diabetes Month.

**FINANCIAL IMPACT:**

N/A

**BACKGROUND:**

N/A

**RECOMMENDATION:**

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**Combined Meeting**

**R4**

**Meeting Date:** 11/11/2014

**Council Goals:** Continue to attract, hire, develop, and retain great employees

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**AGENDA CAPTION:**

Discussion and update regarding the City Attorney position, appointment, and appointment process, and take action regarding a Request for Qualifications for the City Attorney position.

**FINANCIAL IMPACT:**

N/A

**BACKGROUND:**

N/A

**RECOMMENDATION:**

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**Combined Meeting**

**R5**

**Meeting Date:** 11/11/2014

**Council Goals:** Mindful stewardship of Town Resources.

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**AGENDA CAPTION:**

Discussion and take action regarding approval of an agreement with Kanter Financial Forensics, LLC for the review of the Town's financial and accounting practices, including analysis of the status of Kanter's prior recommendations, analysis of a reconciliation of the Town's physical inventory and records, and analysis of Special Events and Municipal Court financial practices.

**FINANCIAL IMPACT:**

The agreement will require a budget amendment.

**BACKGROUND:**

Mr. Larry Kanter will brief the City Council on the agreement at the meeting.

**RECOMMENDATION:**

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**Attachments**

Addison Addendum #2

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November 6, 2014

The Honorable Todd Meier Mayor  
And the Members of the Town Council  
Town of Addison Texas  
5300 Belt Line Road  
Dallas, Texas 75254-7606

RE: Addendum #2 to the Engagement Letter Dated April 23, 2014

Mayor Meier and Members of the Town Council:

As a result of the work performed pursuant to our engagement letter of April 23, 2014 and Addendum #1 dated May 23, 2014 to the Town of Addison, we recommend certain additional tasks set forth below as a supplement to our April 23, 2014 engagement. Except as modified by this letter agreement, all aspects of the April 23, 2014 Engagement Letter remain in full force and effect.

In our *First Set of Recommendations* dated July 11, 2014, we identified several areas where policy, procedure and/or process changes should be implemented. It is our understanding that many of those recommendations have now been adopted. Accordingly, we propose to perform an analysis of the status of each of the recommendations contained in our *First Set of Recommendations* dated July 11, 2014.

We understand that a physical inventory of the Town's assets is preliminarily scheduled for January of 2015. Once the inventory is complete, we propose to perform an analysis of the reconciliation (to be performed by Town staff) of the Town's physical inventory to the books and records of the Town. We will work collaboratively with the Town Manager, Chief Financial Officer and members of the Town's Staff to attempt to locate (in the books and records) the original purchases of significant or sensitive assets and tie purchases to the physical inventory.

As stated in our previous reports, we identified various areas where significant weaknesses in internal control and oversight exist. We will not know if reported corrective actions are in place until we complete the activities identified above. However, we have identified at least three areas where we believe additional analysis should be undertaken. The first two areas are the Special Events Department and the Courts Department.

Additionally, we recommend that all charges from two vendors be evaluated as to compliance with the terms of those vendor's bids/contracts. We understand, however, that one of those vendors is terminating its relationship with the Town and ceasing operations. Accordingly, the Town's resources can best be spent on, as a preliminary step, the other vendor relationship. This can be accomplished by using a temporary employee, retained and paid for by the Town, to work at the direction of KFF to data enter and accumulate relevant invoices and contract information for that vendor. KFF will then evaluate the vendor's billings to the Town and report its findings to the Council. This initial work will become a basis for our recommendations for future retrospective bid and contract evaluations.

Our proposed fees for each of the above-described consulting services are as follows:

Analysis of Courts, Special Events & 1 Vendor	\$ 26,000
Physical Inventory Reconciliation Consulting	\$ 8,850
Status Update – First Set of Recommendations	\$ 15,000

Our work will be performed in phases, with the Analysis of Courts, Special Events and 1 Vendor phase beginning as soon as practicable. The remaining phases will be performed upon the Town's completion of its physical inventory. The above estimates include a written report and presentation to the Council as well as coordination meetings with the Finance Committee. We will perform our work at the following hourly rates as stated in our Engagement Letter of April 23, 2014:

Managing Director	\$295
All Others	\$195

We anticipate that the work described above can be completed at a cost to the Town of an amount not to exceed \$49,850 plus out-of-pocket expenses. However, in the event that significant differences arise as a result of the yet to be performed physical inventory, we reserve the right to modify the scope and cost of our work as it relates to that portion of the above fee estimate.

If this meets with your approval, please sign and date one copy of this letter in the space provided.

Very truly yours,



Larry Kanter, CPA/CFF, CFE  
Managing Director

Agreed and Accepted

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Todd Meier, Mayor  
Town of Addison  
Authorized Representative

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Date

**Combined Meeting**

**R6**

**Meeting Date:** 11/11/2014

**Council Goals:**

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**AGENDA CAPTION:**

**PUBLIC HEARING.** Public hearing and discussion regarding boot camp fee policy for use of Addison public spaces.

**FINANCIAL IMPACT:**

N/A

**BACKGROUND:**

N/A

**RECOMMENDATION:**

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## **Combined Meeting**

**R7**

**Meeting Date:** 11/11/2014

**Council Goals:** Increase Revenues by at least 10% while holding the tax rate to \$0.58 or less and reserves to at least 30%.  
Mindful stewardship of Town Resources.  
Explore new/other revenue sources

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### **AGENDA CAPTION:**

Presentation, discussion and take action regarding approval of a boot camp permit fee pilot program for use with contractors providing outdoor fee based boot camp style programs, fitness and recreation classes in Addison parks, subject to the final review and approval of the City Manager and City Attorney.

### **FINANCIAL IMPACT:**

Payment of a permit fee will be required prior to each camp or class held in the park. Charges are determined by the number of participants in the group, which are as follows:

#### **Fitness/Athletic/Educational Instruction Permit Fees:**

**\$150 per 6 months: Small Group ( 1-10 participants excluding Instructor)**

**\$300 per 6 months: Medium Group (11-20 participants excluding Instructor)**

**\$450 per 6 months: Large Group (20+ participants excluding instructor)**

Permit fee shall be paid per 6 month cycles January-June and July-December.

### **BACKGROUND:**

Addison's parks are shared public resources that exist for everyone to enjoy. The heavy use of these public spaces requires careful management in order to ensure they are available to all and in good condition.

At the October 28 Work Session, staff presented options for establishing an equitable flat fee rate for different sized boot camps, athletic and educational classes held in Addison parks. The Council recommended establishing a six month pilot program as a means for the staff to determine how the program will be administered going forward.

### **RECOMMENDATION:**

Administration recommends approval.

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## Attachments

License Agreement

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STATE OF TEXAS           §  
  §  
COUNTY OF DALLAS       §

**LICENSE AGREEMENT**

This License Agreement (“Agreement”) is entered into as of \_\_\_\_\_, 201\_\_ (“Effective Date”) by and between the Town of Addison, Texas (“City” or “Licensor”), and \_\_\_\_\_, a [type of entity, state of formation] (“Licensee”) (the City and Licensee are sometimes referred to herein individually as a “Party” and together as the “Parties”).

**RECITALS:**

**WHEREAS**, the Licensee operates and provides an outdoor fee based boot camp style program known as \_\_\_\_\_, which allows its registered participants to attend and participate at any of the Licensee locations (hereinafter the “Program”); and

**WHEREAS**, the Licensee desires to use certain property and areas owned by Licensor, which property and areas are set forth in Exhibit A attached to this Agreement and incorporated herein (such property and areas being the “Licensed Locations”), to provide its Program for (and solely for) its registered participants (“Participants”), as an independent contractor, and not as an employee of the City, in accordance with the terms set forth herein.

**NOW, THEREFORE**, for and in consideration of the payments stated herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**Section 1.   Term.** The term of this Agreement is for a period of six (6) months beginning on the Effective Date first set forth above, subject, however, to the earlier termination of this Agreement (the “Term”).

Either Party may terminate this Agreement for any reason or for no reason whatsoever by giving the other Party at least thirty (30) days prior written notice thereof. In the event of a breach or violation of this Agreement by Licensee, the City may terminate this Agreement immediately by providing either oral or written notice to Licensee.

**Section 2.   Use of Licensed Locations.**

2.1.   Grant of Program Use. Subject to all of the terms, conditions, and provisions of this Agreement, Licensor grants to Licensee a temporary, non-exclusive, revocable license, during the Term of this Agreement, to use the Designated Portion (as hereinafter defined) of the Licensed Locations solely for the Program for its Participants, during the following days and hours only:

*[insert days, times when the Program is allowed]*

Each use of the Licensed Locations for the Program is herein referred to as a “Program Event.” No more than \_\_\_\_ Participants may participate in any Program Event. Prior to commencement

of the Program at the Licensed Locations, Licensee shall submit to Licensor, for Licensor's consideration of approval, a written site plan or diagram, satisfactory to Licensor, that depicts or otherwise identifies that portion of each of the Licensed Locations that Licensee will use pursuant to this Agreement (the "Designated Portion"). The said site plan or diagram, once (and if) approved by Licensor, shall become a part of this Agreement. The determination of the Designated Portion is subject to the written approval of Licensor, and may be adjusted or changed at any time by Licensor. Notwithstanding the reference in this Agreement to Licensed Locations, the use by Licensee of the Licensed Locations for the Program is limited to the Designate Portion thereof.

Licensee shall use the Licensed Locations only as permitted under the terms and conditions set forth herein and in accordance with and subject to all statutes, laws, ordinances, rules, regulations, standards and orders of the City and of any other governmental entity, agency, or authority having jurisdiction.

Notwithstanding the foregoing days and times, if the use of any of the Licensed Locations on any such days and times conflicts with the needs of the City or the use by the City of any of the Licensed Locations for any purpose (as determined solely by the City), including but not limited to special events hosted or conducted by the City, or with any event or program of any third person or party that has been authorized or otherwise approved by the City (in the City's sole discretion), Licensee shall not have the right to use such Licensed Locations during the preparation, holding, conducting, or clean-up and/or tear-down of any of the foregoing.

## 2.2. Use of Licensed Locations.

A. Licensee shall use and occupy and cause its agents, employees, invitees, and Program Participants and attendees to use the Licensed Locations in compliance with all applicable City, State, and Federal codes, regulations, statutes, laws, ordinances, orders, rules and regulations.

B. The City provides (and Licensee accepts) the Licensed Locations in their "AS IS, WHERE IS" condition and subject to and with all faults, defects, and conditions.

C. Licensee shall not mar, deface, damage, destroy, or injure any part of the Licensed Locations, any other property of the City, or any property of any third person. At the conclusion of each Program Event, and at the end of the Term or upon the earlier termination of this Agreement, Licensee shall return the Licensed Locations in as good a condition and repair as the Licensed Locations were in prior to commencement of the Licensee use (and this obligation shall survive the expiration or earlier termination of this Agreement). Without limiting the foregoing, Licensee shall not make, cause or allow any alterations of any kind to the Licensed Locations. Licensee shall not be allowed to store or leave any equipment or property at the Licensed Locations.

D. Upon the conclusion of each Program Event and upon expiration or the earlier termination of this Agreement, Licensee shall immediately remove all goods, wares, merchandise, materials, and all other property owned, leased, or used by Licensee, its guests and invitees, or by any Participant, their guests and invitees, which has been placed or permitted to be placed in or at the Licensed Locations pursuant to or in connection the Program and/or this Agreement. Any such goods, wares, merchandise,

materials, and other property not so removed shall be considered abandoned and may be removed and disposed of or stored by City as City deems necessary or appropriate, in the City's sole discretion, and at Licensee's sole expense (and Licensee, upon the City's demand, shall pay the City for the expenses incurred by the City in removing, disposing, and/or storing the same, and this obligation shall survive the expiration or earlier termination of this Agreement). City shall in no way be responsible for payment, damage or claims for loss or abandoned property removed, disposed or, or stored pursuant to this Agreement.

E. In the event Licensee fails to remove any goods, wares, merchandise, materials, or other property, including any temporary or portable structures erected or placed for any Program Event, and/or to repair any damage to or destruction of any portion of the Licensed Locations damaged or destroyed in connection with or related to Licensee's use of the Licensed Locations, and/or to restore the Licensed Locations to the same condition that existed as of Licensee's commencement of the use of the Licensed Locations, the City shall be entitled to conduct such repairs and restoration, and Licensee shall be responsible for the costs thereof which shall be due upon written demand thereof (and this obligation shall survive the expiration or the earlier termination of this Agreement).

F. Licensee shall have no right to occupy and/or use the Licensed Locations for any purpose set forth herein (i) at any time or day other than the times and days specified in this Agreement or (ii) after expiration or earlier termination of this Agreement. Further, Licensee shall have no right to occupy and use the Licensed Locations for the purposes herein set forth during any City sponsored special events or third party events sponsored and/or approved by the City.

G. Licensee shall be solely responsible and liable for the operation and supervision of the Program and Program Participants. Licensee, Participants, and all Licensee Persons (as defined in Section 3.3., below), are and shall at all times be and remain liable and responsible for their acts and omissions, including, without limitation, their operations and conduct at or in connection with the Program.

H. Licensee shall not be authorized to sell, display or offer for sale any food, beverages or other items at the Licensed Locations.

I. The Program shall at all times be conducted in a clean, orderly, and legitimate manner in accordance with any and all existing City policies, ordinances and any laws requiring operation of the nature of Licensee. All rubbish, trash, glass, bottles, and cans of any kind shall be placed in trash receptacles or otherwise removed from the Licensed Locations. Licensee shall be responsible for cleaning the Licensed Locations immediately after each Program Event, and upon the expiration or earlier termination of this Agreement. Further, Licensee is responsible for and obligated to repair any and all damages to or destruction of any portion of the Licensed Locations resulting from Program activities (or alternatively, in the City's sole discretion, Licensee is responsible for and obligated to pay to the City all costs, fees, and expenses incurred by the City in making such repairs or causing such repairs to be made).

J. Licensee shall, prior to use of any of the Licensed Locations, designate in writing to Licensor an authorized Licensee representative for the Program, who shall be

deemed to be the Licensee's authorized representative unless written notice designating a different person to serve as the Licensee representative is delivered by Licensee to the City.

2.3 Use Fee. Payment of a permit fee is required prior to each camp or class held in the park. Permit shall be available by on-site camp trainers/class leaders for review by Town staff. Prior to issuance of the permit, the Permittee agrees to pay the Town a (6) six month flat rate use charge. Charges are determined by the number of participants in the group. The following charges are determined by the City Council and are not pro-rated or refundable:

**Fitness/Athletic/Educational Instruction Permit Fees:**

- **\$150 per 6 months: Small Group ( 1-10 participants excluding Instructor)**
- **\$300 per 6 months: Medium Group (11-20 participants excluding Instructor)**
- **\$450 per 6 months: Large Group (20 or more participants excluding instructor)**
- **Permit fee shall be paid per 6 month cycles January-June and July-December**

If the Use Fee is not timely paid, Licensee shall not conduct the Program at any of the Licensed Locations. For purposes hereof, "business days" means Monday through Friday of each week, excluding holidays; and "holidays" means New Years Day, Memorial Day, U.S. Independence Day, Labor Day, Thanksgiving Day and the Friday immediately thereafter, Christmas Eve, and Christmas Day.

2.4 Books and Records. Licensee shall maintain a complete set of books and records, in electronic format or otherwise, in connection with all aspects of and relating to the gross revenue from the Program including any expenses and costs related thereto, which books and records shall be kept and maintained in accordance with generally accepted accounting practices and procedures. Said books and records shall be available for inspection, copying, audit and examination by the City upon ten (10) days prior written request, and in connection therewith Licensee shall provide the same to the City at a location within the City as determined by the City.

**Section 3. Miscellaneous.**

3.1 Relationship of Parties. Licensee is and shall be at all times, and shall assume all duties under this Agreement as, an independent contractor, and shall not be deemed for any purpose to be an agent, servant, employee, or representative of Licensor. Licensor shall be solely responsible for the mode and manner of the conduct and performance of the Program under or in connection with this Agreement. Licensor shall not direct or have control over or charge of Licensee, its officers, managers, employees, representatives, technicians, agents, subcontractors, or Participants under or in connection with this Agreement, and the officers, managers, employees, representatives, technicians, agents, subcontractors, and Participants of Licensee shall at all times be under Licensee's exclusive direction and control. Nothing contained herein does or shall be construed to create a partnership, joint venture, joint enterprise, or agency relationship between the Parties, and nothing contained herein shall be construed to be inconsistent with such independent contractor relationship. Licensee shall be solely responsible for the wages, benefits, taxes, and any other similar obligation, in connection with its employees, agents, or servants. It is understood and agreed by and between the Parties that Licensee, in satisfying the conditions of this Agreement, is acting independently, and that the City assumes

no responsibility or liability to any third person or party in connection with these actions.

3.2 Insurance. At all times in connection with this Agreement, Licensee shall purchase and maintain in a company or companies lawfully authorized to do business in Texas such insurance coverages as set forth below:

A. Commercial General Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence and \$2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations (\$2,000,000 products/ completed operations aggregate), and XCU (Explosion, Collapse, Underground) hazards, and which coverage shall include contractual liability, covering, but not limited to, the liability assumed under the indemnification provisions of this Agreement.

B. Workers Compensation insurance at statutory limits, including Employers Liability coverage at minimum limits of \$1,000,000 each-occurrence each accident/\$1,000,000 by disease each-occurrence/\$1,000,000 by disease aggregate.

C. Commercial Automobile Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.

With reference to the foregoing insurance requirement, Licensee shall specifically endorse applicable insurance policies as follows:

1. The Town of Addison, Texas shall be named as an additional insured with respect to all liability policies.

2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions applicable to the claims of the City.

3. A waiver of subrogation in favor of the Town of Addison, Texas, and its officials, officers, employees, and agents shall be contained in each policy required herein.

4. All insurance policies shall be endorsed to require the insurer to immediately notify the City of any material change in the insurance coverage.

5. All insurance policies shall be endorsed to the effect that the City will receive at least ten (10) days' notice prior to cancellation or non-renewal of the insurance.

6. All insurance policies, which name the City as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.

7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.

8. Licensee may maintain reasonable and customary deductibles.

9. Insurance must be purchased from insurers that are financially acceptable to the City and licensed to do business in the State of Texas.

All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, delivered to Licensee and the City on the Effective Date, and shall:

1. List each insurance coverage described and required herein. Such certificates will include a copy of the endorsements necessary to meet the requirements and instructions contained herein.
2. Specifically set forth the notice-of-cancellation or termination provisions to the City.

Upon request, Licensee shall furnish the City, with complete copies of all insurance policies certified to be true and correct by the insurance carrier.

**3.3 Licensee's Indemnification Obligation. Licensee covenants, agrees to, and shall DEFEND (with counsel reasonably acceptable to the City), INDEMNIFY, AND HOLD HARMLESS the City, its elected and appointed officials, and its officers, employees, agents, and representatives, individually or collectively, in both their official and private capacities (each an "City Person" and collectively the "City Persons"), from and against any and all claims, liabilities, judgments, lawsuits, demands, harm, losses, damages, proceedings, suits, actions, causes of action, liens, fees, fines, penalties, expenses, or costs, of any kind and nature whatsoever made upon or incurred by the City and/or any other City Person, whether directly or indirectly, (the "Claims"), that arise out of, result from, or relate to: (i) the conduct, operation, and/or provision of the Program by Licensee as described in this Agreement, including in Section 2.1, above, (ii) the use of the Licensed Locations by Licensee as described in this Agreement, including in Section 2.1, above, (iii) any representations and/or warranties by Licensee under this Agreement, (iv) any personal injuries (including but not limited to death) to any Licensee Persons (as hereinafter defined) arising out of or in connection with the Brick Wall Relocation under this Agreement, and/or (v) any act or omission under, in performance of, or in connection with this Agreement by Licensee or by any of Licensee's employees, agents, contractors, subcontractors, invitees, licensee, sublicensees, any Participants, or any other person or entity for whom Licensee is legally responsible, and their respective owners, directors, officers, directors, officers, managers, partners, employees, agents, contractors, subcontractors, invitees, patrons, guests, customers, licensees, and sublicensees (collectively, "Licensee Persons"). SUCH DEFENSE, INDEMNITY AND HOLD HARMLESS SHALL AND DOES INCLUDE CLAIMS ALLEGED OR FOUND TO HAVE BEEN CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF ANY CITY PERSON, OR CONDUCT BY ANY CITY PERSON THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND.**

Licensee shall promptly advise the City in writing of any claim or demand against any City Person related to or arising out of Licensee's activities under this Agreement and shall see to the investigation and defense of such claim or demand at Licensee's sole cost and expense. The City Persons shall have the right, at the City Persons' option and own expense, to participate in such defense without relieving Licensee of any of Licensee's obligations hereunder. This defense, indemnity, and hold harmless provision shall survive the expiration or earlier

termination of this Agreement.

3.4 Waiver, Release. Licensee, and all Licensee Persons (as defined in Section 3.3, above) do hereby RELEASE, WAIVE, ACQUIT, AND FOREVER DISCHARGE the Town of Addison, Texas and all other City Persons (as defined in Section 3.3, above) from, and COVENANT NOT TO SUE the Town of Addison, Texas or any other City Persons for, any and all claims, liability, judgments, lawsuits, demands, harm, losses, damages, proceedings, actions, causes of action, fees, fines, penalties, expenses, or costs (including, without limitation, attorneys fees and court costs) whatsoever for or related to any illness or injury of any kind or nature whatsoever (including, without limitation, death), or any damage to or destruction of any property, or any other harm or loss whatsoever, which Licensee and/or Licensee Persons may sustain or suffer in connection with or related to Licensee's provision and conducting of the Services and/or its activities under or in connection with this Agreement, INCLUDING, WITHOUT LIMITATION, ANY AND ALL CLAIMS WHICH ARISE FROM, OR ARE ALLEGED OR FOUND TO HAVE BEEN CAUSED BY, IN WHOLE OR IN PART, THE NEGLIGENCE OR GROSS NEGLIGENCE OF ANY CITY PERSON, OR CONDUCT BY ANY CITY PERSON THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND.

Licensee shall cause each Participant to sign an agreement with Licensee regarding the Participant's participation in a Program, and each such agreement shall, in addition to any other terms or conditions thereof, include a similar provision as set forth above in this Section 3.4 whereby the Participant WAIVES, RELEASES, ACQUITS, AND FOREVER DISCHARGES the Town of Addison, Texas, its elected and appointed officials, and its officers, employees, agents, and representatives from, and covenants not to sue the Town of Addison, Texas, its elected and appointed officials, and its officers, employees, agents, and representatives for, any and all claims, liability, judgments, lawsuits, demands, harm, losses, damages, proceedings, actions, causes of action, fees, fines, penalties, expenses, or costs (including, without limitation, attorneys fees and court costs) whatsoever for or related to any illness or injury of any kind or nature whatsoever (including, without limitation, death), or any damage to or destruction of any property, or any other harm or loss whatsoever, which the Participant may sustain or suffer in connection with or related to the Program and Licensee's provision thereof, or to the Licensed Locations and condition thereof, INCLUDING, WITHOUT LIMITATION, ANY AND ALL CLAIMS WHICH ARISE FROM, OR ARE ALLEGED OR FOUND TO HAVE BEEN CAUSED BY, IN WHOLE OR IN PART, THE NEGLIGENCE OR GROSS NEGLIGENCE OF ANY OF THE TOWN OF ADDISON, TEXAS, ITS ELECTED AND APPOINTED OFFICIALS, AND ITS OFFICERS, EMPLOYEES, AGENTS, AND REPRESENTATIVES, OR CONDUCT BY ANY OF THE TOWN OF ADDISON, TEXAS, ITS ELECTED AND APPOINTED OFFICIALS, AND ITS OFFICERS, EMPLOYEES, AGENTS, AND REPRESENTATIVES THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND; and Licensor shall be a third party beneficiary of such provision and the agreement between Licensee and Participant shall so provide.

3.5 Assignment. Licensee may not, and has no power or authority to, assign, transfer, sell, or otherwise convey this Agreement, in any manner or form whatsoever, without the prior written consent of the City.

3.6 Notices. Unless otherwise provided for in this Agreement, any notice required or permitted under this Agreement shall be in writing and shall be given or provided by (i) personal delivery, (ii) U.S. mail, as certified or registered mail, with postage prepaid, addressed as follows,

or (iii) placing the same in the custody of Federal Express Corporation or other nationally recognized carrier to be delivered next business day. Except as may be otherwise specified herein, such notice shall be deemed given provided, delivered, or given (a) if by personal delivery, on the date of delivery; (b) if by mail (as aforesaid), on the third business day following the date of mailing; or (c) if placed in the custody of Federal Express Corporation or other nationally recognized carrier for next business day delivery, on the first business day following deposit of such notice with such carrier unless such carrier confirms such notice was not delivered, then on the day such carrier actually delivers such notice. Until further notice, notices under this Agreement shall be addressed as follows:

If to the City:                   Town of Addison, Texas  
  16801 Westgrove Dr.  
  Addison, TX 75001  
  Attn: Slade Strickland, Director of Parks, Recreation and  
  Landscape Development

If to Licensee:                   \_\_\_\_\_

  \_\_\_\_\_

  \_\_\_\_\_

  \_\_\_\_\_

  Attn: \_\_\_\_\_

Each Party may specify a different address (in Dallas County, Texas) and to whose attention notice is to be given by giving five (5) days written notice to the other Party.

3.7 Severability. The terms and provisions of this Agreement are severable, and in case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

3.8 Entire Agreement. This Agreement is the entire agreement between the Parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written agreement between the Parties that in any manner relates to the subject matter of this Agreement.

3.9 Recitals. The above and foregoing Recitals to this Agreement are incorporated herein and made a part hereof for all purposes.

3.10 Exhibits. The exhibits to this Agreement are incorporated herein and made a part hereof.

3.11 Governing Law; Venue. This Agreement shall be governed by and construed under and in accordance with the laws of the State of Texas, without reference to the choice of law rules of any jurisdiction. All obligations of the parties created by this Agreement are performable in Dallas County, Texas. Venue for any action or suit under this Agreement shall lie exclusively in the state courts located in Dallas County, Texas, and the parties hereby

expressly consent to the personal jurisdiction of such state courts and waive any objection they may now or hereafter have to such venue.

3.12 Amendment. This Agreement may be amended solely by the mutual agreement of authorized representatives of the Parties, in writing and attached to and incorporated in this Agreement.

3.13 Survival of Covenants; Rights, Remedies. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the expiration or earlier termination of this Agreement, shall survive such expiration or termination. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by either Party shall not preclude or waive its right to use any or all other rights or remedies. Said rights and remedies are given in addition to any other rights the Parties may have by law, statute, ordinance, or otherwise.

3.14 Construction of Certain Terms. Section and subsection headings herein are for convenience only and shall not be used in interpretation of this Agreement. The words “includes” and “including” are terms of enlargement and not of limitation or exclusive enumeration, and use of the terms does not create a presumption that components not expressed are excluded.

3.15 No Waiver of Immunity. Notwithstanding any other provision of this Agreement, nothing in this Agreement shall or may be deemed to be, or shall or may be construed to be, a waiver or relinquishment of any immunity, defense, or tort limitation to which the City, its officials, officers, employees, representatives, and agents are or may be entitled, including, without limitation, any waiver of immunity to suit.

3.16 No Third-Party Beneficiaries. Except as provided for in this Agreement, the provisions of this Agreement are solely for the benefit of Licensor and Licensee and are not intended to and do not create or grant any rights, contractual or otherwise, to any third person or entity.

3.17 Authorized Persons. The undersigned representatives of the parties hereto are the properly authorized persons and have the necessary authority to execute this Agreement on behalf of the respective parties hereto.

**EXECUTED** to be effective on the Effective Date as first set forth above.

**LICENSOR:**

**LICENSEE:**

**TOWN OF ADDISON, TEXAS**

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A**  
**LICENSED LOCATIONS**

**Contact Information:**

Name: \_\_\_\_\_ Address: \_\_\_\_\_

Phone #: \_\_\_\_\_ Alternate Phone #: \_\_\_\_\_ Email: \_\_\_\_\_

<b>Licensed Locations</b>	<b>Start Time</b>	<b>Ending Time</b>	<b>Day(s) of Week</b>	<b>Participant Nos.</b>	<b>Name of Contact / Phone #</b>
	_____	_____	_____	_____	_____

## **Combined Meeting**

**R8**

**Meeting Date:** 11/11/2014

**Council Goals:** Look for Operational Efficiencies without cutting services  
Enhance Public Safety

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### **AGENDA CAPTION:**

Discussion, consider and take action approving and authorizing the City Manager to execute the Project Change Request 001 to the current agreement between iXP Corporation and the Town of Addison dated April 2, 2014 (the Project Change Request 001 being reflected in an Amendment to IXP Consulting Services Agreement) to expand the work and services of iXP pertaining to the establishment, initial start-up and operation of a local government corporation and of the single consolidated joint public safety communications center for the Town and the Cities of Carrollton, Coppell, and Farmers Branch.

### **FINANCIAL IMPACT:**

The items listed in the background section are within the budget established in iXP's business case analysis which is funded by 2012 bonds and shared among the Metrocrest cities of Addison (19%), Carrollton (36%), Farmers Branch (24%) and Coppell (21%).

The costs for the services outlined in this project change request are not fixed at this point. Each procurement will be priced and approved individually by the NTECC Board of Directors.

### **BACKGROUND:**

As of this date, the board of the North Texas Emergency Communications Center, Inc. (NTECC) has not adopted internal purchasing policies or employed staff to handle procurements for NTECC. In order to maintain the established schedule for the implementation of NTECC's systems and services in coordination with the installation of the new P25 radio system being purchased by NTECC's founding cities, it is imperative that certain IT systems be purchased in a timely manner. This PCR001 will enable iXP to act as the Program Manager for NTECC and designate iXP, subject to NTECC board approval, to act on the technology decision of the Operations Advisory Committee (OAC) and Technology Advisory Committee (TAC) to engage vendors and purchase the necessary IT Systems Equipment and services to meet the current schedule.

If the Amendment to iXP Consulting Services Agreement is approved, it is anticipated that the Town will assign the iXP Consulting Services Agreement, as

amended, to the NTECC. However, until the NTECC as adopted purchasing policies and employed staff to handle procurements, the Town will retain the payment processing function of the iXP Consulting Services Agreement, as amended.

As detailed in Section 3, Item C and Schedule A, item 4.4 of the Contract, and as set forth in the proposed Amendment to the iXP Consulting Services Agreement, iXP will provide the following services:

### **CAD/Mobile System**

The Board of Directors has determined to purchase the CAD/Mobile system from SunGard. A comprehensive set of functional requirements along with a Request for Quotation (RFQ) has been submitted to SunGard by iXP on behalf of the Corporation. Since the CAD/Mobile system has the longest implementation schedule, time is of the essence in procuring this system.

Budgetary Estimate: \$2,180,000.

### **Console Furniture and Seating**

The design team has agreed on a final configuration as well as a supplier for the Console furniture. Since most of the systems being deployed within the center are dependent on the consoles being in place and there is an approximate 8 to 10 week lead time required for manufacture and delivery of the consoles, time is of the essence in procuring these systems.

Budgetary Estimate: \$259,000

### **Network (WAN/LAN/Time Sync)**

The initial draft of a network design has been created and this will be used to engage a network design and implementation vendor to complete this portion of the project. All aspects of the Center are dependent on the network component.

Budgetary Estimate: \$125,000

### **Administrative Phone System**

The administrative phone system will most likely be included in the network portion of the project. However, for estimating purposes has been identified separately.

Budgetary Estimate: \$35,000

### **Accessory Equipment**

As the deployment of systems progresses it may become necessary to procure equipment along the lines of: Workstations, Display Screens, Headsets, and other miscellaneous items. iXP will follow the established procurement process as any of these items are identified.

Budgetary Estimate: \$25,000

### **Procurement Process:**

When necessary, iXP will obtain competitive quotes. iXP will provide and

summarize detailed quotes for review and approval. Upon approval, iXP will prepare and submit purchase orders to the respective vendors. iXP will make payment to the vendors as detailed in the purchase order(s) and subsequently invoice the Town of Addison.

**RECOMMENDATION:**

Administration recommends approval.

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**Attachments**

PCR001

Amendment to the IXP Agreement

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# PROJECT CHANGE REQUEST



<b>Customer Name: Town of Addison, TX</b>	<b>Request Number: PCR001</b>
<b>Project Name: North Texas Emergency Communications Center</b>	<b>Project Director: Dan Martin</b>
<b>Project Code: NTE.410</b>	<b>Issue Date: October 28, 2014</b>
<b>Request Name: IT System Procurement Support</b>	<b>Prepared By: Dan Martin</b>

## Reason for Change:

As of this date, the board of the North Texas Emergency Communications Center, Inc. (NTECC) has not adopted internal purchasing policies or employed staff to handle procurements for NTECC. In order to maintain the established schedule for the implementation of NTECC's systems and services in coordination with the installation of the new P25 radio system being purchased by NTECC's founding cities, it is imperative that certain IT systems be purchased in a timely manner. This PCR001 will enable IXP to act as the Program Manager for NTECC and designate IXP, subject to NTECC board approval, to act on the technology decision of the OAC and TAC to engage vendors and purchase the necessary IT Systems Equipment and services to meet the current schedule.

**Contract Reference:** Agreement between IXP Corporation ("IXP") and the Town of Addison, Texas, dated April 2, 2014 (the "Contract").

## Description of Changes:

It has become necessary to establish an alternate vehicle to procure select IT systems and services for NTECC pending employment of its own administrative staff and adoption of procurement policies. This PCR will enable the procurement of IT Systems without causing delay to the project. As with this Contract, this PCR will be assigned to NTECC at an appropriate time.

As detailed in Section 3, Item C and Schedule A, item 4.4 of the Contract, IXP will provide the following services:

### CAD/Mobile System

The NTECC Board of Directors has determined to purchase the CAD/Mobile system from SunGard. A comprehensive set of functional requirements along with a Request for Quotation (RFQ) has been submitted to SunGard by IXP on behalf of NTECC. Since the CAD/Mobile system has the longest implementation schedule, time is of the essence in procuring this system.

Budgetary Estimate: \$2,180,000.

### Console Furniture and Seating

The NTECC design team has agreed on a final configuration as well as a supplier for the Console furniture. Because (i) most of the systems being deployed within the NTECC Dispatch Center are dependent on the consoles being in place and (ii) there is an approximate 8 to 10 week lead time required for manufacture and delivery of the consoles, time is of the essence in procuring these systems.

Budgetary Estimate: \$259,000

### Network (WAN/LAN/Time Sync)

The initial draft of a network design has been created and will be used to engage a network design and implementation vendor to complete this portion of the project. All aspects of the NTECC Dispatch Center are dependent on the network component.

Budgetary Estimate: \$125,000

### Administrative Phone System

The administrative phone system will most likely be included in the network portion of the project. However,

# PROJECT CHANGE REQUEST



<b>Customer Name: Town of Addison, TX</b>	<b>Request Number: PCR001</b>
<b>Project Name: North Texas Emergency Communications Center</b>	<b>Project Director: Dan Martin</b>
<b>Project Code: NTE.410</b>	<b>Issue Date: October 28, 2014</b>
<b>Request Name: IT System Procurement Support</b>	<b>Prepared By: Dan Martin</b>

for estimating purposes has been identified separately.

Budgetary Estimate: \$35,000

### **Accessory Equipment**

As the deployment of systems progresses it may become necessary to procure equipment along the lines of: Workstations, Display Screens, Headsets, and other miscellaneous items. IXP will follow the established procurement process as any of these items are identified.

Budgetary Estimate: \$25,000

### **Procurement Process:**

When necessary, IXP will obtain competitive quotes. IXP will provide and summarize detailed quotes for review and approval by Ashley Mitchell, City of Carrollton. Upon approval, IXP will prepare and submit purchase orders to the respective vendors. IXP will make payment to the vendors as detailed in the purchase order(s) and subsequently invoice the Town of Addison. No contract shall be entered for the CAD/Mobile System or for any professional services shall be entered without approval as to form by NTECC's general counsel and approval of the NTECC Board of Directors.

### **Price/Payment Terms:**

The costs for the services outlined in this PCR01 are not fixed at this point. Each procurement will be priced and approved individually by the NTECC Board of Directors.

Payment terms are Net 30 days from receipt of invoice and delivery and acceptance by NTECC of all required deliverables.

**Ramifications:** Following execution of this PCR001, the Contract will continue in full force and effect with the changes set forth herein. Additionally, NTECC will be able to continue with the build-out and implementation of the NTECC facility and systems as scheduled.

# PROJECT CHANGE REQUEST



<b>Customer Name: Town of Addison, TX</b>	<b>Request Number: PCR001</b>
<b>Project Name: North Texas Emergency Communications Center</b>	<b>Project Director: Dan Martin</b>
<b>Project Code: NTE.410</b>	<b>Issue Date: October 28, 2014</b>
<b>Request Name: IT System Procurement Support</b>	<b>Prepared By: Dan Martin</b>

<b>For: Town of Addison, Texas</b> <b>Name: Lea Dunn</b> <b>Title: City Manager</b> <b>Signature: _____</b> <b>Date:</b>	<b>For: IXP Corporation</b> <b>Name: Lawrence D. Consalvos</b> <b>Title: President and Chief Operating Officer</b> <b>Signature: _____</b> <b>Date:</b>
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STATE OF TEXAS           §  
  §  
COUNTY OF DALLAS       §

**AMENDMENT TO IXP CONSULTING SERVICES AGREEMENT**

This Amendment to IXP Consulting Services Agreement (“Amendment”) is made and entered into as of \_\_\_\_\_, 2014 by and between iXP Corporation, a Delaware corporation, having its principal place of business at Princeton Forrestal Village, 103 Main Street, Princeton, NJ 08540 (“Consultant” or “IXP”), and the Town of Addison, Texas (“Client,” “Town of Addison,” or “Addison”) (Consultant and Client are sometimes referred to herein together as the “parties” and individually as a “party”).

Recitals:

1. Addison and the City of Carrollton, the City of Coppell, and the City of Farmers Branch (collectively, the “Cities”) previously agreed upon and approved the consolidation of their respective public safety dispatch and communications operations into a single consolidated public safety communications center (the “Communications Center”).

2. To further the creation and establishment of the Communications Center, the Cities entered into an interlocal agreement entitled *Interlocal Cooperation Agreement Regarding Establishment of the Metrocrest Quad Cities Local Government Corporation* (the “LGC Interlocal Agreement”) that, among other things, provides for the creation of a local government corporation pursuant to the authority of Subchapter D of Chapter 431, Texas Transportation Code.

3. The North Texas Emergency Communication Center, Inc., a Texas non-profit local government corporation (“NTECC”), is the Texas local government corporation contemplated by the LGC Interlocal Agreement, and was organized by the Cities to assist them in the performance of their governmental functions to promote the common good and general welfare of the Cities, including without limitation, financing, constructing, owning, managing and operating the Communications Center on behalf of the Cities.

4. Following the Cities’ approval of the LGC Interlocal Agreement and in order to promptly facilitate its execution, but prior to the NTECC’s organization, Addison, pursuant to an interlocal agreement between the Cities entitled *iXP Interlocal Agreement*, entered into an agreement with IXP entitled *IXP Consulting Services Agreement* (the “IXP Consulting Agreement”), a copy of which is attached to this Assignment as Exhibit 1. The IXP Consulting Agreement engaged IXP to, among other things, provide temporary management and related services to facilitate the establishment and the initial start-up and operation of the local government corporation and the Communications Center.

5. The IXP Consulting Agreement provides in Section 3.C. thereof that, at Addison’s request and as an optional service, IXP will conduct technology system procurements and title transfers as described in Section 3.C. and in item 4.4 of Schedule A to the IXP Consulting Agreement. In accordance with those provisions of the IXP Consulting Agreement and as set forth in this Amendment, Addison desires that IXP provide work and services to

manage and coordinate the procurement of certain technology and other items identified in Exhibit 2 to this Amendment, and IXP desires to provide those services to Addison.

6. The IXP Consulting Agreement contemplates that, following the creation and establishment of the NTECC, Addison's interest in the IXP Consulting Agreement would be assigned by Addison to the NTECC at a time Addison deems appropriate and that Addison would thereafter no longer be a party to the IXP Consulting Agreement. As set forth herein, Addison desires to assign its interest in the IXP Consulting Agreement to the NTECC, and this Amendment in part addresses that assignment.

**NOW, THEREFORE**, for and in consideration of the above and foregoing Recitals, the benefits flowing to each of the parties hereto, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties mutually agree as follows:

Section 1. Amendment.

A. *Additional Services.* The IXP Consulting Agreement, attached to this Amendment as Exhibit 1, is amended by adding, to the work and services described in Schedule A of the IXP Consulting Agreement, the work and services described in Exhibit 2 attached to this Amendment and incorporated herein by this reference ("Additional Services"). Accordingly, the term "Services" as used in the IXP Consulting Agreement includes (a) the work and services set forth in the IXP Consulting Agreement, including Schedule A thereof, and (b) the Additional Services.

B. *Communications Center Products.* The Additional Services include IXP acquiring certain equipment, products and items described in the attached Exhibit 2 for the Communications Center (the "Center Products"). No acquisition of any Center Products shall be initiated or consummated by IXP unless and until IXP has received from the NTECC Board of Directors its determination and direction to make the acquisition (the "NTECC Notice").

Upon its receipt of the NTECC Notice and following its acquisition of the Center Products described therein, if IXP has acquired the same in its name or in the name of any person or entity other than the NTECC, IXP shall promptly transfer the ownership thereof and rights in the same (including any warranties) to the NTECC in manner, form, and content that is satisfactory to the NTECC. IXP shall provide to the NTECC all information, materials, and documents pertaining to the Center Products.

In connection with the acquisition of the Center Products, IXP shall at all times keep the representative of the NTECC designated by the NTECC (the "NTECC Representative") informed of the process and progress of the same, and the acquisition and the process thereof shall be subject to the direction of the NTECC Representative.

C. *Additional Services Compensation.* As compensation for the Additional Services, and in accordance with Section 3.C. of the IXP Consulting Agreement, IXP will be paid an amount equal to three percent (3%) of the direct cost of Center Products (the "Additional Services Compensation"). Payment to IXP of the Additional Services Compensation shall be in accordance with the following:

- (1) IXP shall submit to Addison an invoice for payment of the Additional Services Compensation. Such invoice shall (i) identify the amount paid for the Center Products that are the subject of the invoice, (ii) set forth the Additional Services Compensation for the Center Products that are the subject of the invoice, (iii) include a copy of all receipts and other documentation in support of the direct cost of Center Products that are the subject of the invoice, and (iv) include such other materials and information as Addison may request to verify the invoice.
- (2) The amount of each such invoice that is not the subject of a dispute will be paid within 30 days after the date of Addison's receipt of each such invoice (and all accompanying materials) as described above.

Until such time as IXP has received written notice from either Addison or from the NTECC, Addison shall manage and administer the Additional Services Payment Process and the process for payment of compensation to IXP as described in Section 3 of the IXP Consulting Agreement.

Section 2. Assignment. Addison anticipates that, following its execution of this Amendment, it will assign, transfer, and convey to the NTECC its interests, duties, and obligations in and to the IXP Consulting Agreement and this Amendment (the IXP Consulting Agreement, as amended by this Amendment, being the "IXP Agreement").

However, notwithstanding such assignment, transfer, and conveyance, Addison further anticipates that the assignment and conveyance will provide that Addison is to retain the management, administration, and processing of payments to IXP under the IXP Agreement ("Payment Processing"). In the event that Addison retains the same, payments to IXP under the IXP Agreement will be managed, administered, and processed by Addison in accordance with the IXP Agreement until such time as either Addison or the NTECC has given written notice to IXP that that the same has been assigned and transferred by Addison to the NTECC.

Upon any such assignment, transfer, and conveyance of the IXP Agreement, in whole or in part, Addison is and shall be fully released from, and shall have no further liability, responsibility, or obligations for or under, the IXP Agreement. However, if the IXP Agreement is assigned, transferred, and conveyed to NTECC, but the instrument making the assignment, transfer, and conveyance provides that Addison will retain the Payment Processing function of the IXP Agreement, Addison will retain responsibility for the same until such time as Addison or NTECC shall give notice to IXP that the Payment Processing function has been assigned, transferred, and conveyed to NTECC.

Notwithstanding any assignment, transfer, or conveyance of the IXP Agreement by Addison to NTECC (or any other person or entity), the provisions of Section 4 (Records; Documents; Confidentiality) and Section 5 (Insurance; Consultant's Indemnification Obligation) of the IXP Consulting Agreement, and all other provisions of the IXP Consulting Agreement and of this Amendment that are in favor of and benefit (but do not burden) Addison and the other Cities shall continue to apply to Addison and the other Cities (e.g., IXP shall continue to have its required insurance endorsed to name Addison and all other Cities as additional insureds; and Addison and the other Cities (and their respective elected and appointed officials, and their officers, employees, agents and representatives shall all be considered Indemnified Persons as described in the IXP Consulting Agreement).

Following any assignment, transfer, and conveyance by Addison to the NTECC, each of Addison and the Cities of Carrollton, Coppell, and Farmers Branch are and shall be and remain third party beneficiaries of the IXP Agreement and of the obligations, duties and responsibilities of IXP thereunder, and shall be entitled to the same rights and benefits of the IXP Agreement as if each of the Cities was a party to the IXP Agreement.

Section 3. Binding Agreement; No Third Party Beneficiaries. This Amendment shall be binding on and inure to the benefit of the parties, their respective permitted successors and permitted assigns. Except as provided herein, this Agreement and all of its provisions are solely for the benefit of the parties hereto and do not and are not intended to create or grant any rights, contractual or otherwise, to any third person or entity.

Section 4. Recitals. The above and foregoing Recitals to this Amendment are true and correct and are incorporated into this Amendment and made a part hereof.

Section 5. Certain Words. Capitalized and other words and phrases used in this Amendment but not defined herein have the meaning given to them in the IXP Consulting Agreement.

Section 6. No Other Amendments. Except as set forth in this Amendment, all other terms, conditions, and provisions of the IXP Consulting Agreement remain unchanged and in full force and effect. To the extent of any conflict between this Amendment and the IXP Consulting Agreement, the terms and provisions of this Amendment shall control. Section and subsection headings in this Second Amendment are for convenience only and shall not be used in interpretation of this Second Amendment.

Section 7. Authority to Execute. The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Second Amendment on behalf of the parties hereto.

**IN WITNESS WHEREOF**, the undersigned parties execute this Amendment effective as of the date first set forth above.

**TOWN OF ADDISON, TEXAS**

**iXP CORPORATION**

By: \_\_\_\_\_  
Lea Dunn, City Manager

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT 1**

*[attach copy of the IXP Consulting Agreement]*

**EXHIBIT 2**

*[description of the Additional Services]*

## **Combined Meeting**

**R9**

**Meeting Date:** 11/11/2014

**Council Goals:** Enhance Public Safety

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### **AGENDA CAPTION:**

Discussion, consider and take action approving and authorizing the City Manager to execute an interlocal agreement between the Town of Addison and the City of Carrollton, the City of Coppell, the City of Farmers Branch, and the North Texas Emergency Communications Center, Inc. (NTECC) regarding the assignment to NTECC by the Town of the Town's interest in an agreement (IXP Consulting Services Agreement) between the Town and iXP Corporation pertaining to the establishment, initial start-up and operation of a local government corporation and of the single consolidated joint public safety communications center for the Town and the Cities of Carrollton, Coppell, and Farmers Branch (and including payment provisions), and approving and authorizing the City Manager to execute an Assignment and Assumption of the IXP Consulting Services Agreement between the Town and NTECC.

### **FINANCIAL IMPACT:**

This is a proposed assignment of the Town's interest in its agreement with iXP Corporation (IXP) to provide, among other things, temporary management and related services to facilitate the establishment and the initial start-up and operation of NTECC and the single consolidated joint public safety communications center (Communications Center). The agreement with IXP provides for shared funding of its costs among the Metrocrest cities of Addison (19%), Carrollton (36%), Farmers Branch (24%) and Coppell (21%).

### **BACKGROUND:**

Following extensive evaluation and study, Addison and the City of Carrollton, the City of Coppell, and the City of Farmers Branch (Cities) approved the consolidation of their respective public safety dispatch and communications operations into the Communications Center. To facilitate that, the Cities, including Addison, entered into an interlocal agreement that, among other things, provided for the creation of a local government corporation to own, manage, and operate the Communications Center for the Cities. NTECC is that local government corporation.

To execute the interlocal agreement and prior to NTECC's creation, the Cities agreed to retain the services of IXP. That agreement was reflected in an interlocal agreement between the Cities that stated that Addison would enter into the agreement with IXP and that the Cities would jointly fund the cost thereof. Addison

entered into that agreement with IXP entitled “IXP Consulting Services Agreement” (IXP Agreement). An amendment to that Agreement, entitled “Amendment to IXP Consulting Services Agreement,” is on the November 11 Council agenda for consideration.

The IXP Agreement provides that it will be assigned to NTECC at a time determined by Addison. With the proposed amendment to the IXP Agreement, it has been determined that this is an appropriate time for the assignment. The proposed interlocal agreement reflects the approval of the assignment by the cities and NTECC. However, until the NTECC has adopted its purchasing policies and employed staff to handle procurements, Addison will retain the payment processing function of the IXP Agreement, as amended.

**RECOMMENDATION:**

Administration recommends approval.

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**Attachments**

Assignment of IXP Contract

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STATE OF TEXAS           §  
  §  
COUNTY OF DALLAS       §

**ASSIGNMENT AND ASSUMPTION OF  
IXP CONSULTING SERVICES AGREEMENT**

This Assignment and Assumption of IXP Consulting Services Agreement (“Assignment”) is made and entered into as of \_\_\_\_\_, 2014 (“Effective Date”) by and between the Town of Addison, Texas (“Addison”) and the North Texas Emergency Communication Center, Inc. (“NTECC”) (Addison and NTECC are sometimes referred to herein as the “parties” and individually as a “party”).

Recitals:

1. Following extensive evaluation and study, Addison and the City of Carrollton, the City of Coppell, and the City of Farmers Branch (collectively, the “Cities”) agreed upon and approved the consolidation of their respective public safety dispatch and communications operations into a single consolidated public safety communications center (the “Communications Center”).

2. To further the creation and establishment of the Communications Center, the Cities entered into an interlocal agreement entitled *Interlocal Cooperation Agreement Regarding Establishment of the Metrocrest Quad Cities Local Government Corporation* (the “LGC Interlocal Agreement”) that, among other things, provides for the creation of a local government corporation pursuant to the authority of Subchapter D of Chapter 431, Texas Transportation Code.

3. NTECC, a Texas non-profit local government corporation, is the Texas local government corporation contemplated by the LGC Interlocal Agreement, and was organized by the Cities to assist them in the performance of their governmental functions to promote the common good and general welfare of the Cities, including without limitation, financing, constructing, owning, managing and operating the Communications Center on behalf of the Cities.

4. Following the Cities’ approval of the LGC Interlocal Agreement and in order to promptly facilitate its execution, but prior to the NTECC’s organization, Addison, pursuant to an interlocal agreement between the Cities entitled *iXP Interlocal Agreement*, entered into an agreement with iXP Corporation, a Delaware corporation (“IXP”), entitled *IXP Consulting Services Agreement* (the “IXP Consulting Agreement”), a copy of which is attached to this Assignment as Exhibit 1. The IXP Consulting Agreement engaged IXP to, among other things, provide temporary management and related services to facilitate the establishment and the initial start-up and operation of the local government corporation and the Communications Center. The IXP Consulting Agreement was amended by that *Amendment to IXP Consulting Services Agreement* with an effective date of \_\_\_\_\_, 2014 (the “IXP Amendment”), a copy of which is attached to this Amendment as Exhibit 2. The IXP Consulting Agreement, as amended by the IXP Amendment, is referred to in this Assignment as the “IXP Agreement.”

5. The IXP Agreement contemplates that, following the creation and establishment of the NTECC, Addison's interest in the IXP Agreement would be assigned by Addison to the NTECC at a time Addison deems appropriate and that Addison would thereafter no longer be a party to the IXP Agreement.

6. By this Assignment, Addison is assigning to NTECC all of its rights, interests, duties, and obligations under the IXP Agreement to NTECC, and NTECC is accepting and assuming all of such rights, interests, duties, and obligations, subject to the terms, conditions and provisions of this Assignment.

**NOW, THEREFORE**, in consideration of the foregoing Recitals and the mutual agreements set forth herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged and agreed, the Town of Addison, Texas and the North Texas Emergency Communication Center, Inc. do hereby agree as follows:

Section 1. Addison hereby grants, transfers, assigns, sells and conveys all of its rights, interests, duties and obligations in, to, and under the IXP Agreement, attached hereto as Exhibit 1, to NTECC. From and after the Effective Date, the Town of Addison will have no further liability, responsibility, or obligations under the IXP Agreement.

Section 2. NTECC hereby assumes and agrees to accept, from and after the Effective Date, all rights, interests, duties, and obligations of Addison in, to and under the IXP Agreement, and agrees to and shall be bound by and comply with all of the terms, provisions, duties, conditions, representations, warranties, and obligations of Addison under or in connection with the IXP Agreement.

Section 3. Notwithstanding the provisions of Sections 1 and 2 above, the parties recognize, acknowledge, and agree that Section 6.C. of the IXP Agreement states that, in the event of an assignment as set forth herein, certain provisions of the IXP Agreement will continue to apply to Addison and to the City of Carrollton, the City of Coppell, and the City of Farmers Branch, and this Assignment shall not and does not change or alter that statement included in Section 6.C. of the IXP Agreement. Accordingly, those provisions of the IXP Agreement identified in Section 6.C. thereof (being Section 4 (Records; Documents; Confidentiality), Section 5 (Insurance; Consultant's Indemnification Obligation), above, and all other provisions of the IXP Agreement in favor of Addison and the other Cities) will continue to apply to Addison and to the other Cities (e.g., IXP shall continue to have its required insurance endorsed to name the Town of Addison and all other Cities as additional insureds).

Further, notwithstanding the provisions of Sections 1 and 2 above, the parties agree that Addison shall manage, administer and process payment to IXP for its work and services in accordance with and as set forth in the IXP Agreement until such time as the parties shall agree that the management, administration, and processing of payments to IXP under the IXP Agreement shall be transferred to the NTECC. Such agreement between the parties may be reflected by a letter agreement of the parties executed by the Addison City Manager of Addison and by the NTECC Executive Director.

Section 4. Nothing herein shall change, alter or amend, or be deemed to change, alter or amend, any provision, term or condition of the IXP Agreement, except as set forth herein.

Section 5. The terms and provisions hereof shall extend to and be binding upon the parties hereto and their respective successors and assigns. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Section 6. This Assignment shall be deemed to be a contract executed and delivered in the State of Texas, and shall be governed by and construed according to the laws of the State of Texas, without reference to principles of conflicts of law thereof. Venue for any suit or action hereunder shall lie exclusively in Dallas County, Texas.

Section 7. The above and foregoing Recitals to this Agreement are true and correct and are incorporated herein and made a part hereof.

Section 8. The undersigned officers and/or agents of the parties hereto are the properly authorized persons and have the necessary authority to execute this Assignment on behalf of the parties hereto.

**IN WITNESS WHEREOF**, the parties hereto have executed this Assignment as of the Effective Date first written above.

**ASSIGNOR:**  
**TOWN OF ADDISON, TEXAS**

**ASSIGNEE:**  
**NORTH TEXAS EMERGENCY  
COMMUNICATION CENTER, INC.**

By: \_\_\_\_\_  
Lea Dunn, City Manager

By: \_\_\_\_\_

**EXHIBIT 1**

*[attach copy of IXP Agreement]*

**EXHIBIT 2**

*[attach copy of IXP]*

**Meeting Date:** 11/11/2014

**Council Goals:** Enhance Public Safety

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**AGENDA CAPTION:**

Discussion, consider and take action approving and authorizing the City Manager to execute an Amendment to IXP Interlocal Agreement between the Town of Addison, City of Carrollton, City of Coppell, and City of Farmers Branch pertaining to the approval of an amendment to an agreement between the Town and iXP Corporation regarding additional work and services to be provided by iXP Corporation in connection with the establishment, initial start-up and operation of a local government corporation and of the single consolidated joint public safety communications center for the Town and the Cities of Carrollton, Coppell, and Farmers Branch.

**FINANCIAL IMPACT:**

This is a proposed amendment to the interlocal agreement between Addison and the Cities of Carrollton, Coppell, and Farmers Branch (Cities). That interlocal agreement (the "IXP Interlocal Agreement") essentially reflects the Cities' agreement to retain the services of iXP Corporation (IXP) to facilitate the establishment of a single consolidated joint public safety communications center (Communications Center) and the creation and organization of a local government corporation to own, manage, and operate the Communications Center. The North Texas Emergency Communications Center, Inc. (NTECC) is that local government corporation. Pursuant to the interlocal agreement, Addison entered into an agreement with IXP (IXP Agreement). The interlocal agreement provides for shared funding of the costs of the IXP Agreement among the Metrocrest cities of Addison (19%), Carrollton (36%), Farmers Branch (24%) and Coppell (21%).

**BACKGROUND:**

The Cities previously entered into the IXP Interlocal Agreement as described above and that generally recognized and approved Addison entering into the IXP Agreement to provide, among other things, temporary management and related services to facilitate the establishment and the initial start-up and operation of the Communications Center and of NTECC.

An amendment to the IXP Agreement is proposed (and is included on the Council's November 11, 2014 agenda), and the proposed Amendment to IXP Interlocal Agreement approves that amendment. The proposed Amendment to IXP Interlocal Agreement also recognizes that Addison will be assigning its interest in the IXP Agreement to NTECC, but will temporarily retain the payment functions

under the IXP Agreement until such time as NTECC has adopted procurement policies and retained staff to handle the purchasing function.

**RECOMMENDATION:**

Administration recommends approval.

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**Attachments**

Ammendment to IXP ILA

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STATE OF TEXAS           §  
  §  
COUNTY OF DALLAS       §

**AMENDMENT TO IXP INTERLOCAL AGREEMENT**

This Amendment to IXP Interlocal Agreement (“Amendment”) is made and entered into as of \_\_\_\_\_, 2014 (“Effective Date”) by and between the City of Carrollton, Texas (“Carrollton”), the City of Farmers Branch, Texas (“Farmers Branch”), the City of Coppell, Texas (“Coppell”), and the Town of Addison, Texas (“Addison”) (Carrollton, Farmers Branch, Coppell, and Addison are hereinafter sometimes referred to together as the “Cities” and individually as a “City”).

Recitals:

1. The Cities previously entered into an agreement entitled *IXP Interlocal Agreement* (and so called herein) that generally recognized and approved Addison entering into an agreement with iXP Corporation, a Delaware corporation (“IXP”), to provide, among other things, temporary management and related services to facilitate the establishment and the initial start-up and operation of a single consolidated public safety communications center for the Cities (the “Communications Center”) and of a local government corporation to further the creation, establishment, and operation of the Communications Center. A copy of the IXP Interlocal Agreement is attached to this Amendment as Exhibit 1. Pursuant to the IXP Interlocal Agreement, Addison entered into an agreement with IXP entitled *IXP Consulting Services Agreement* (the “IXP Consulting Agreement”).

2. Pursuant to that agreement between the Cities entitled *Interlocal Cooperation Agreement Regarding Establishment of the Metrocrest Quad Cities Local Government Corporation* (the “LGC Interlocal Agreement”), the Cities created and established the said local government corporation. The North Texas Emergency Communication Center, Inc., a Texas non-profit local government corporation (“NTECC”), is the Texas local government corporation contemplated by the LGC Interlocal Agreement.

3 The Cities desire to amend the IXP Interlocal Agreement as set forth herein.

**NOW, THEREFORE**, for and in consideration of the mutual benefits and obligations set forth in this Agreement, the City of Carrollton, Texas, the City of Farmers Branch, Texas, the City of Coppell, Texas, and the Town of Addison, Texas do hereby agree as follows:

Section 1. Incorporation of Recitals. The above and foregoing Recitals are true and correct and are incorporated into this Agreement and made a part hereof for all purposes.

Section 2. Amendment. The Cities recognize the amendment to the IXP Consulting Agreement entitled *Amendment to IXP Consulting Services Agreement*, a copy of which is attached to this Amendment as Exhibit 2 (the “IXP Amendment”), and approve the same. As with the IXP Interlocal Agreement, Addison is to execute the IXP Amendment and is authorized to do so.

Section 3. Assignment. The Cities recognize and agree that the IXP Interlocal Agreement, as amended by the IXP Amendment, will be assigned, transferred, and conveyed by

Addison to NTECC, and hereby authorize the NTECC and the respective representative of the Cities serving on the NTECC's Board of Directors to approve and accept the said assignment, transfer, and conveyance and to execute such documents or instruments as may be necessary to consummate the assignment, transfer, and conveyance. Once such assignment, transfer, and conveyance has occurred, Addison will no longer be a party to the IXP Interlocal Agreement, as amended by the IXP Amendment.

Section 4. Certain Words. Capitalized and other words and phrases used in this Amendment but not defined herein have the meaning given to them in the IXP Interlocal Agreement.

Section 5. No Other Amendments. Except as set forth in this Amendment, all other terms, conditions, and provisions of the IXP Interlocal Agreement remain unchanged and in full force and effect. To the extent of any conflict between this Amendment and the IXP Interlocal Agreement, the terms and provisions of this Amendment shall control.

Section 6. Authority to Execute. The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Amendment on behalf of the parties hereto.

**EXECUTED** by each of the Cities as of the dates set forth below.

**CITY OF CARROLLTON, TEXAS**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF FARMERS BRANCH, TEXAS**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF COPPELL, TEXAS**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**TOWN OF ADDISON, TEXAS**

By: \_\_\_\_\_

Lea Dunn, City Manager

Date: \_\_\_\_\_

**EXHIBIT 1**

*[attach copy of IXP Interlocal Agreement]*

## **EXHIBIT 2**

*[attach copy of the Amendment to IXP Consulting Services Agreement]*

**Combined Meeting**

**R11**

**Meeting Date:** 11/11/2014

**Council Goals:** N/A

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**AGENDA CAPTION:**

Discussion, consider, and take action regarding a Resolution concerning and authorizing the use of eminent domain to condemn the necessary interests in certain real property within the Town for the public use of making improvements to Belt Line Road between Marsh Lane and Midway Road.

**FINANCIAL IMPACT:**

Funds for the acquisition have been budgeted.

**BACKGROUND:**

One of the required steps in using eminent domain to condemn real property is the approval of its use by the governing body. The proposed resolution addresses those properties along Belt Line Road between Marsh Lane and Midway Road required for the public project. The institution of condemnation proceedings must be in a public meeting by a record vote.

Below is a proposed motion to adopt the resolution:

“I move the approval of Resolution No. \_\_\_\_\_ and that the Town of Addison authorize the use of eminent domain to acquire the property interests described in Exhibit A to Resolution \_\_\_\_\_ for the public use of widening Belt Line Road, placing overhead utility lines underground, enhancing the streetscape, and making the public sidewalks more pedestrian friendly. This motion is intended to apply to all property interests required for this project.

**RECOMMENDATION:**

Administration recommends approval.

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**Attachments**

Resolution- Eminent Domain

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**TOWN OF ADDISON, TEXAS**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS  
AUTHORIZING THE USE OF EMINENT DOMAIN TO ACQUIRE THE NECESSARY  
INTEREST IN CERTAIN REAL PROPERTY FOR THE PUBLIC USE OF MAKING  
IMPROVEMENTS TO BELT LINE ROAD**

**WHEREAS**, the Town of Addison, Texas (the "City") by Resolution R14-003 adopted on or about March 13, 2014 authorized the City Manager to acquire, through voluntary agreements with property owners, those interests in certain real property necessary to improve Belt Line Road by, among other things, causing overhead utility lines located along Belt Line Road between Marsh Lane to Midway Road to be placed underground, enhancing the streetscape, and making the public sidewalks more pedestrian friendly (the "Project"); and

**WHEREAS**, the City Manager has undertaken that effort to voluntarily acquire the property interests for the project, but has been unable to acquire all of the interests in real property necessary to proceed with the Project; and

**WHEREAS**, the Project cannot be successfully completed without acquiring all necessary real property interests in the properties herein after described, and

**WHEREAS**, it may become necessary to institute eminent domain proceedings to acquire those real property interests necessary for the Project where such interests cannot be voluntarily acquired; and

**WHEREAS**, the properties from which certain property interests are required for the Project, and the legal descriptions of the property interests required for the Project are set forth in Exhibit "A" attached hereto and incorporated by reference herein.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS:**

**Section 1.** There is a public need for, and the public welfare, safety, and convenience will be served by the improvement of Belt Line Road by, among other things causing overhead utility lines located along Belt Line Road from Marsh Lane to Midway Road to be placed underground, enhancing the streetscape, and making public sidewalks more pedestrian friendly.

**Section 2.** It is in the best interest of the Town of Addison, and it is necessary to acquire fee simple title, and/or permanent easements, in, over and across the properties set forth in Exhibit "A" attached hereto, with the legal description of the property interests to be acquired also being described more particularly in Exhibit "A".

Section 3. The use of eminent domain is hereby authorized to acquire the real property interests necessary for the completion of the project as set forth in Exhibit "A" attached hereto.

Section 4. The City Manager is authorized to retain the legal services of Gay, McCall, Isaacks, Gordon & Roberts, P.C., and to employ such appraisers, and other professionals as is deemed necessary to proceed with eminent domain proceedings related to the Project.

Section 5. This Resolution is intended to include all units of property to be acquired through the use of eminent domain for the Project.

**PASSED AND APPROVED** by the City of Council of the Town of Addison, Texas this \_\_\_\_ day of November, 2014.

\_\_\_\_\_  
Todd Meier, Mayor

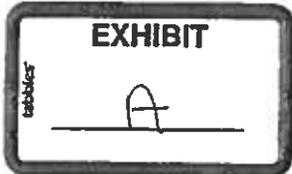
ATTEST:

By: \_\_\_\_\_  
Matt McCombs, City Secretary

APPROVED AS TO FORM:

By: \_\_\_\_\_  
John Hill, City Attorney

Parcel	Owner	Prop Address	Extent of Acquisition																	
1R	Beltline/Merish, Ltd.	3701 Belt Line Rd	Fee Simple																	
2E & 2R	7-Eleven, Inc.	3710 Belt Line Rd	Fee Simple & Utility Easement																	
6E	AP Plaza 07 A, LLC & AP Plaza 07 B, LLC	3711 Belt Line Rd	Utility Easement																	
8E	Portfolio Addison Town Center Retail, L.P.	3740 Belt Line Rd	Utility Easement																	
8E	Portfolio Addison Town Center Retail, L.P.	3770 Belt Line Rd	Utility Easement																	
9E	Chick-Fil-A, Inc.	3781 Belt Line Rd	Utility Easement																	
10E & 10R	Beltline Investments, LLC	3790 Belt Line Rd	Fee Simple & Utility Easement																	
11E & 11R	Archland Property 11, L.P.	3795 Belt Line Rd	Fee Simple & Utility Easement																	
12E pts 1 & 2, 12R	John McKenzie	3825 Belt Line Rd	Fee Simple & Utility Easement																	
14R	Spirit Master Fund'ng, LLC	3820 Belt Line Rd	Fee Simple																	
18E & 18R	IStar Bowling Centers I LP & Business/Beltline L.P.	3906 Belt Line Rd	Fee Simple & Utility Easement																	
17R	Ashton Dallas Residential L.L.C.	1 Commercial Drive	Fee Simple																	
18E & 18R	Mohammed L Jetpuri and Farida Yasmin Jetpuri, Co-Trustees	3885 Belt Line Rd	Fee Simple & Utility Easement																	
20R	PEG Office, LLC	3939 Belt Line Rd	Fee Simple																	
21E	Ashton Dallas Residential L.L.C.	18 Sugar Tree Way	Utility Easement																	
25R	ARI Forum, LLC	4002 Belt Line Rd	Fee Simple																	
26R	VNC, Inc.	4005 Belt Line Rd	Fee Simple																	
27E & 27R	P.H.C.G. Investments	4020 Belt Line Rd	Fee Simple & Utility Easement																	
28E	MS Sub Beltline, LLC	4007 Belt Line Rd	Utility Easement																	
29E	MS Sub Beltline, LLC	4015 Belt Line Rd	Utility Easement																	
30E	P.H.C.G. Investments	4020 Belt Line Rd	Utility Easement																	
31E	Garwell Limited Partnership	4018 Belt Line Rd	Utility Easement																	
32E	Pete H. Pappas, Trustee	4050 Belt Line Rd	Utility Easement																	
35E & 35R	Pete H. Pappas, Trustee	4060 Belt Line Rd	Fee Simple & Utility Easement																	
38/33-34-36E/R	RPI Beltline Square, Ltd.	404t Belt Line Rd	Fee Simple & Utility Easement																	
38R	4080 BLR, Ltd.	4080 Belt Line Rd	Fee Simple																	
39R	4101 Belt Line, Ltd.	4101 Belt Line Rd	Fee Simple																	
42E	Sem's Real Estate Business Trust	4150 Belt Line Rd	Utility Easement																	
43/44E	Beltline Realty Partners, Ltd. & Rutter & Wilbanks Corporation, Trustee	4135 Belt Line Rd	Utility Easement																	
45E	4180 Belt Line, Ltd.	4180 Belt Line Rd	Utility Easement																	
46E	Merrifield No. 1 Limited Partnership	4151 Belt Line Rd	Utility Easement																	
10/29/2014			31																	



**PARCEL 1R**  
**0.0075 ACRE (326 SQUARE FOOT)**  
**RIGHT OF WAY**  
**OUT OF**  
**LOT 2 MARSH/BELT LINE SHOPPING CENTER**  
**TOWN OF ADDISON, DALLAS COUNTY, TEXAS**

BEING a 326 square foot tract of land situated in the T.L. Chenoweth Survey, Abstract Number 273, Town of Addison, Dallas County, Texas, and being part of Lot 2 of MARSH/BELT LINE SHOPPING CENTER, an addition to the Town of Addison, Texas, as recorded in Volume 2000124, Page 04596 of the Deed Records, Dallas County, Texas (D.R.D.C.T.), said tract also being part of that tract of land described in deed to Beltline/Marsh, Ltd, as recorded in Volume 2001196, Page 07657, D.R.D.C.T., and being more particularly described as follows:

BEGINNING at a 1/2-inch found iron rod with "RPLS 3688" cap for the most westerly southwest corner of said Lot 2 at the northwest corner of a corner clip for the intersection of the east right-of-line of Marsh Lane (120 feet wide) with the north right-of-way line of Belt Line Road (right-of-way width varies);

THENCE North 00 degrees 35 minutes 19 seconds West, with the common east right-of-way line of said Marsh Lane and the west line of said Lot 2, a distance of 14.57 feet to a set "X" cut in concrete for corner at the intersection of the proposed right-of-way line with said common line;

THENCE South 45 degrees 26 minutes 36 seconds East, departing said common line, over and across said Lot 2, with said proposed right-of-way line, a distance of 42.53 feet to a 1/2-inch set iron rod with a yellow plastic cap stamped "HALFF" for the intersection of said proposed right-of-way line with the common north right-of-way line of said Belt Line Road and the south line of said Lot 2;

THENCE South 89 degrees 42 minutes 08 seconds West, departing said proposed right-of-way line, with said common line, a distance of 13.94 feet to a 1/2-inch found iron rod with "RPLS 3688" cap for the most easterly southwest corner of said Lot 2 and the southeast corner of said corner clip;

THENCE North 46 degrees 35 minutes 15 seconds West, with said corner clip, a distance of 22.33 feet to the POINT OF BEGINNING and containing 0.0075 of an acre (326 square feet) of land, more or less.

**NOTES:**

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

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



**PARCEL 2E**  
**0.0069 ACRE (299 SQUARE FOOT)**  
**EASEMENT OUT OF**  
**LOT 1, BLOCK 1 OF EXWEN ADDITION**  
**TOWN OF ADDISON, DALLAS COUNTY, TEXAS**

BEING a 299 square foot tract of land situated in the T.L. CHENOWETH SURVEY, Abstract Number 273, Town of Addison, Dallas County, Texas, being part of Lot 1, Block 1 of EXWEN ADDITION, an addition to the Town of Addison, Texas as recorded in Volume 96154, Page 02844 of the Deed Records of Dallas County, Texas (D.R.D.C.T.), said tract also being part of that tract of land described in deed to 7-Eleven, Inc., as recorded in Instrument Number 201200013306, D.R.D.C.T., and being more particularly described as follows:

COMMENCING at the most northerly northwest corner of said Lot 2, said corner being the northwest corner of a corner clip for the intersection of the east right-of-way line of Marsh Lane (a 120 foot wide right-of-way) with the south right-of-way line of Belt Line Road (a variable width right-of-way);

THENCE North 89 degrees 37 minutes 20 seconds East, with said north line of Lot 1 and said south right-of-way line of Belt Line Road, a distance of 119.25 feet to a 1/2-inch set iron rod with blue plastic cap stamped "HALFF ESMT" (hereinafter referred to as "with easement cap") for the POINT OF BEGINNING;

THENCE North 89 degrees 37 minutes 20 seconds East, continuing with said south right-of-way line of Belt Line Road and said north line of Lot 1, a distance of 15.00 feet to a 1/2-inch set iron rod with easement cap for corner;

THENCE South 00 degrees 00 minutes 00 seconds West, departing north line of Lot 1 and said south right-of-way line of Belt Line Road, a distance of 19.96 feet to a set PK Nail for corner;

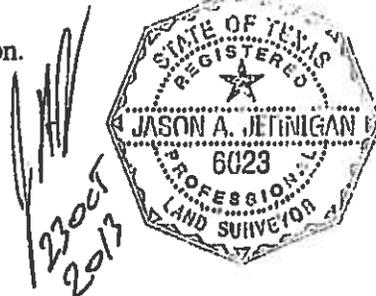
THENCE North 90 degrees 00 minutes 00 seconds West, a distance of 15.00 feet to a set PK Nail for corner;

THENCE North 00 degrees 00 minutes 00 seconds East, a distance of 19.87 feet to the POINT OF BEGINNING and containing 0.0069 of an acre (299 square feet) of land, more or less.

**NOTES:**

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

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



**PARCEL 2R**  
**0.0099 ACRE (433 SQUARE FOOT)**  
**RIGHT OF WAY**  
**OUT OF**  
**LOT 1, BLOCK 1 OF EXWEN ADDITION**  
**TOWN OF ADDISON, DALLAS COUNTY, TEXAS**

BEING a 433 square foot tract of land situated in the T.L. CHENOWETH SURVEY, Abstract Number 273, Town of Addison, Dallas County, Texas, and being part of Lot 1, Block 1 of EXWEN ADDITION, an addition to the Town of Addison, Texas, as recorded in Volume 96154, Page 02844 of the Deed Records of Dallas County, Texas (D.R.D.C.T.), said tract also being part of that tract of land described in deed to 7-Eleven, Inc., as recorded in Instrument Number 201200013306, D.R.D.C.T., and being more particularly described as follows:

BEGINNING at a point for the most northerly northwest corner of said Lot 1 at the northwest corner of a corner clip for the intersection of the south right-of-way line of Belt Line Road (variable width right-of-way) with the east right-of-way line of Marsh Lane (120-foot wide right-of-way);

THENCE North 89 degrees 37 minutes 20 seconds East, with the common south right-of-way line of said Belt Line Road and the north line of said Lot 1, a distance of 19.66 feet to a 1/2-inch set iron rod with yellow plastic cap stamped "HALFF" (hereinafter referred to as "with cap") for corner at the intersection of said common line with the proposed right-of-way line;

THENCE South 44 degrees 44 minutes 22 seconds West, departing said common line, over and across said Lot 1, with said proposed right-of-way line, a distance of 35.30 feet to a 1/2-inch set iron rod with cap for corner;

THENCE South 00 degrees 33 minutes 19 seconds East, continuing with said proposed right-of-way line and over and across said Lot 1, a distance of 14.16 feet to a 1/2-inch set iron rod with cap for corner;

THENCE South 89 degrees 26 minutes 41 seconds West, continuing with said proposed right-of-way line and over and across said Lot 1, a distance of 4.91 feet to a 1/2-inch set iron rod with cap for corner at the intersection of the common east right-of-way line of said Marsh Lane and the west line of said Lot 1 with said proposed right-of-way line;

THENCE North 00 degrees 33 minutes 19 seconds West, with said common line, a distance of 25.21 feet to a point for the southwest corner of said corner clip and the most westerly northwest corner of said Lot 1, and from which point a 1/2-inch found iron rod with red "2026" cap (damaged) bears South 66 degrees West 0.3 of a foot;

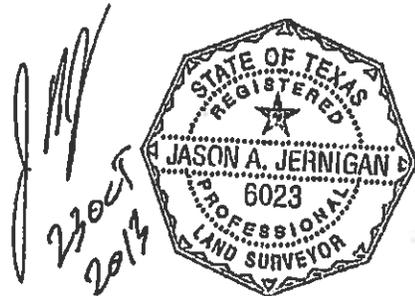
PARCEL 2R  
0.0099 ACRE (433 SQUARE FOOT)  
RIGHT OF WAY  
OUT OF  
LOT 1, BLOCK 1 OF EXWEN ADDITION  
TOWN OF ADDISON, DALLAS COUNTY, TEXAS

THENCE North 36 degrees 13 minutes 17 seconds East, with said corner clip, a distance of 17.28 feet to the POINT OF BEGINNING and containing 0.0099 of an acre (433 square feet) of land, more or less.

NOTES:

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

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



**PARCEL 5E**  
**0.0250 ACRE (1,091 SQUARE FOOT)**  
**EASEMENT**  
**OUT OF**  
**LOT 3 OF MARSH/BELT LINE SHOPPING CENTER**  
**TOWN OF ADDISON, DALLAS COUNTY, TEXAS**

BEING a 1,091 square foot tract of land situated in the T.L. CHENOWETH SURVEY, Abstract Number 273, Town of Addison, Dallas County, Texas, and being part of Lot 3 of MARSH/BELT LINE SHOPPING CENTER, an addition to the Town of Addison, Texas, recorded in Volume 2000124, Page 04596 of the Deed Records of Dallas County, Texas, said tract also being part of that tract of land described in deed to AP Plaza 07 A, LLC, as to an undivided interest of 83.90%, and AP Plaza 07 B, LLC, as to an undivided interest of 16.10%, as recorded in Instrument Number 20070080574 of the Official Public Records of Dallas County, Texas, and being more particularly described as follows:

COMMENCING at a point for the southwest corner of said Lot 3 on the east line of Lot 2 of said MARSH/BELT LINE SHOPPING CENTER and on the north right-of-way line of Belt Line Road (variable width right-of-way);

THENCE North 89 degrees 42 minutes 08 seconds East, with the common north right-of-way line of said Belt Line Road and the south line of said Lot 3, a distance of 60.18 feet to a point (unable to set) for the POINT OF BEGINNING at the southwest corner of the proposed easement;

THENCE North 00 degrees 17 minutes 52 seconds West, departing said common line, over and across said Lot 3, with the west line of said proposed easement, a distance of 47.31 feet to a set "X" cut in concrete for the northwest corner of said proposed easement;

THENCE North 89 degrees 42 minutes 08 seconds East, continuing over and across said Lot 3 and with the north line of said proposed easement, a distance of 23.06 feet to a set "X" cut in concrete for the northeast corner of said proposed easement;

THENCE South 00 degrees 17 minutes 52 seconds East, continuing over and across said Lot 3 and with the east line of said proposed easement, a distance of 47.31 feet to a 1/2-inch set iron rod with blue plastic cap stamped "HALFF ESMT" for the southeast corner of said proposed easement on the north right-of-way line of said Belt Line Road;

PARCEL 5E  
0.0250 ACRE (1,091 SQUARE FOOT)  
EASEMENT  
OUT OF  
LOT 3 OF MARSH/BELT LINE SHOPPING CENTER  
TOWN OF ADDISON, DALLAS COUNTY, TEXAS

THENCE South 89 degrees 42 minutes 08 seconds West, with the north right-of-way line of said Belt Line Road and with south line of said Lot 3, a distance of 23.06 feet to the POINT OF BEGINNING and containing 0.0250 of an acre (1,091 square feet) of land, more or less.

NOTES:

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

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

*JAJ*  
*27 Oct*  
*2013*



PARCEL 6E  
0.0151 ACRE (656 SQUARE FOOT)  
EASEMENT  
OUT OF  
LOT 1, BLOCK D OF  
LOTS 1 & 3, BLOCK D, LOTS 1-19, BLOCK A,  
LOTS 1-6, BLOCK B, LOTS 1-18, BLOCK C,  
LOT 2, BLOCK D, LOT 4, BLOCK D  
ADDISON TOWN CENTER  
TOWN OF ADDISON, DALLAS COUNTY, TEXAS

BEING a 656 square foot tract of land situated in the T.L. CHENOWETH SURVEY, Abstract Number 273, Town of Addison, Dallas County, Texas, and being part of Lot 1, Block D of LOTS 1 & 3, BLOCK D, LOTS 1-19, BLOCK A, LOTS 1-6, BLOCK B, LOTS 1-18, BLOCK C, LOT 2, BLOCK D, LOT 4, BLOCK D, ADDISON TOWN CENTER, an addition to the Town of Addison, Texas, as recorded in Volume 93237, Page 3840 of the Deed Records of Dallas County, Texas (D.R.D.C.T.), said tract also being part of that tract of land described as Tract 1 in deed to Portfolio Addison Town Center Retail, L.P., as recorded in Volume 2004250, Page 05256, D.R.D.C.T., and being more particularly described as follows:

BEGINNING at a 5/8-inch found iron rod with "RPLS 1890" cap for the northwest corner of said Lot 1 and for the most northerly northeast corner of Lot 3A, Block D of LOTS 3A, 3B, 3C-1, 4R-1 AND 5, BLOCK D OF ADDISON TOWN CENTER, an addition to the Town of Addison, Texas, as recorded in Volume 94176, Page 01630, D.R.D.C.T., on the south right-of-way line of Belt Line Road (variable width right-of-way);

THENCE North 89 degrees 37 minutes 20 seconds East, with the common south right-of-way line of said Belt Line Road and with the north line of said Lot 1, a distance of 18.54 feet to a 5/8-inch found iron rod with "RPLS 1890" cap for corner;

THENCE North 89 degrees 28 minutes 18 seconds East, continuing with said common line, a distance of 5.79 feet to a 1/2-inch set iron rod with blue plastic cap stamped "HALFF ESMT" (hereinafter referred to as "with easement cap") for the northeast corner of the proposed easement;

THENCE South 15 degrees 34 minutes 44 seconds West, departing said common line, over and across said Lot 1, with the east line of said proposed easement, a distance of 15.76 feet to a 1/2-inch set iron rod with easement cap for corner;

THENCE South 00 degrees 22 minutes 40 seconds East, continuing with the east line of said proposed easement and over and across said Lot 1, a distance of 16.09 feet to a 1/2-inch set iron rod with easement cap for the southeast corner of said proposed easement;

PARCEL 6E  
0.0151 ACRE (656 SQUARE FOOT)  
EASEMENT  
OUT OF  
LOT 1, BLOCK D OF  
LOTS 1 & 3, BLOCK D, LOTS 1-19, BLOCK A,  
LOTS 1-6, BLOCK B, LOTS 1-18, BLOCK C,  
LOT 2, BLOCK D, LOT 4, BLOCK D  
ADDISON TOWN CENTER  
TOWN OF ADDISON, DALLAS COUNTY, TEXAS

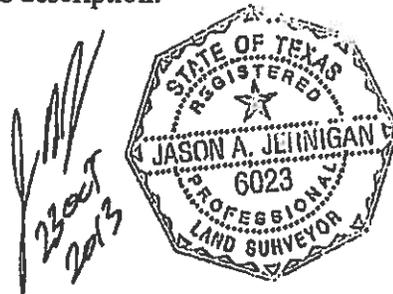
THENCE North 90 degrees 00 minutes 00 seconds West, continuing over and across said Lot 1 and with the south line of said proposed easement, a distance of 20.00 feet to a 1/2-inch set iron rod with easement cap for the southwest corner of said proposed easement on the common west line of said Lot 1 and on an east line of said Lot 3A;

THENCE North 00 degrees 22 minutes 40 seconds West, with said common line, a distance of 31.09 feet to the POINT OF BEGINNING and containing 0.0151 of an acre (656 square feet) of land, more or less.

NOTES:

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

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



**PARCEL 8E**  
**0.0134 ACRE (585 SQUARE FOOT)**  
**EASEMENT**  
**OUT OF**  
**LOT 3B, BLOCK D OF**  
**LOTS 3A, 3B, 3C-1, 4R-1 AND 5, BLOCK D**  
**OF ADDISON TOWN CENTER**  
**TOWN OF ADDISON, DALLAS COUNTY, TEXAS**

BEING a 585 square foot tract of land situated in the T.L. CHENOWETH SURVEY, Abstract Number 273, Town of Addison, Dallas County, Texas, and being part of Lot 3B, Block D of LOTS 3A, 3B, 3C-1, 4R-1 AND 5, BLOCK D OF ADDISON TOWN CENTER, an addition to the Town of Addison, Texas, as recorded in Volume 94176, Page 01630 of the Deed Records of Dallas County, Texas, said tract also being part of that tract of land described as Tract II in deed to Portfolio Addison Town Center Retail, L.P., as recorded in Volume 2004250, Page 05256, D.R.D.C.T., and being more particularly described as follows:

BEGINNING at a point for the most northerly northeast corner of said Lot 3B on the west line of Lot 2, Block D of REPLAT OF LOT 2, BLOCK D, ADDISON TOWN CENTER, an addition to the Town of Addison, Texas, as recorded in Instrument Number 200600182964 of the Official Public Records of Dallas County, Texas, on the south right-of-way line of Belt Line Road (variable width right-of-way), and from which point a 5/8-inch found iron rod with damaged yellow cap bears South 70 degrees East 0.2 of a foot;

THENCE South 00 degrees 29 minutes 51 seconds East, with the common west line of said Lot 2 and with the most northerly east line of said Lot 3B, a distance of 24.88 feet to a 1/2-inch set iron rod with blue plastic cap stamped "HALFF ESMT" for the southeast corner of said proposed easement;

THENCE North 66 degrees 24 minutes 36 seconds West, departing said common line, over and across said Lot 3B, with the southwest line of said proposed easement, a distance of 34.50 feet to a set PK nail with washer stamped "HALFF" for corner;

THENCE North 22 degrees 20 minutes 37 seconds West, continuing over and across said Lot 3B, with the west line of said proposed easement, a distance of 11.63 feet to a set "X" cut in concrete for corner on the common south right-of-way line of said Belt Line Road and the north line of said Lot 3B;

PARCEL 8E  
0.0134 ACRE (585 SQUARE FOOT)  
EASEMENT  
OUT OF  
LOT 3B, BLOCK D OF  
LOTS 3A, 3B, 3C-1, 4R-1 AND 5, BLOCK D  
OF ADDISON TOWN CENTER  
TOWN OF ADDISON, DALLAS COUNTY, TEXAS

THENCE North 89 degrees 30 minutes 09 seconds East, with said common line, a distance of 35.82 feet to the POINT OF BEGINNING and containing 0.0134 of an acre (585 square feet) of land, more or less.

NOTES:

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

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



**PARCEL 9E**  
**0.0168 ACRE (731 SQUARE FOOT)**  
**EASEMENT**  
**OUT OF**  
**CHICK-FIL-A ADDITION**  
**TOWN OF ADDISON, DALLAS COUNTY, TEXAS**

BEING a 731 square foot tract of land situated in the T.L. CHENOWETH SURVEY, Abstract Number 273, Town of Addison, Dallas County, Texas, and being part of CHICK-FIL-A ADDITION, an addition to the Town of Addison, Texas, as recorded in Volume 94249, Page 03638 of the Deed Records of Dallas County, Texas (D.R.D.C.T.), said tract also being part of that tract of land described in deed to Chick-Fil-A, Inc. as recorded in Volume 94184, Page 03288, D.R.D.C.T., and being more particularly described as follows:

COMMENCING at a found "X" cut in concrete for the northwest corner of said CHICK-FIL-A ADDITION and an "ell" corner of Lot 1 of MARSH/BELT LINE SHOPPING CENTER, an addition to the Town of Addison, Texas, as recorded in Volume 2000124, Page 04596, D.R.D.C.T., and from which point a found "X" cut in concrete bears North 63 degrees West 0.3 of a foot;

THENCE South 00 degrees 22 minutes 49 seconds East, with the common west line of said CHICK-FIL-A ADDITION and the most southerly east line of said Lot 1, a distance of 254.01 feet to a point for corner on the north right-of-way line of Belt Line Road (variable width right-of-way);

THENCE North 89 degrees 37 minutes 19 seconds East, departing said common line, with the north right-of-way line of said Belt Line Road, a distance of 13.12 feet to a set "X" cut in concrete for the southwest of the proposed easement and for the POINT OF BEGINNING;

THENCE North 00 degrees 03 minutes 46 seconds East, departing the north right-of-way line of said Belt Line Road, over and across said CHICK-FIL-A ADDITION, with the west line of said proposed easement, a distance of 37.58 feet to a 1/2-inch set iron rod with blue plastic cap stamped "HALFF ESMT" (hereinafter referred to as "with easement cap") for the northwest corner of said proposed easement;

THENCE North 90 degrees 00 minutes 00 seconds East, continuing over and across said CHICK-FIL-A ADDITION and with the north line of said proposed easement, a distance of 20.00 feet to a set "X" cut in concrete for the northeast corner of said proposed easement;

THENCE South 00 degree 04 minutes 24 seconds West, continuing over and across said CHICK-FIL-A ADDITION and with the east line of said proposed easement, a distance of 16.52 feet to a set crow's foot cut in concrete for corner;

**PARCEL 9E**  
**0.0168 ACRE (731 SQUARE FOOT)**  
**EASEMENT**  
**OUT OF**  
**CHICK-FIL-A ADDITION**  
**TOWN OF ADDISON, DALLAS COUNTY, TEXAS**

THENCE South 05 degrees 00 minutes 03 seconds West, continuing over and across said CHICK-FIL-A ADDITION and with the east line of said proposed easement, a distance of 21.02 feet to a 1/2-inch set iron rod with easement cap for the southeast corner of said proposed easement on the north right-of-way line of said Belt Line Road;

THENCE South 89 degrees 37 minutes 19 seconds West, with the north right-of-way line of said Belt Line Road, a distance of 18.19 feet to the POINT OF BEGINNING and containing 0.0168 of an acre (731 square feet) of land, more or less.

**NOTES:**

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

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



**PARCEL 10E**  
**0.0222 ACRE (968 SQUARE FOOT)**  
**EASEMENT**  
**OUT OF**  
**LOT 2, BLOCK D REPLAT OF LOT 2, BLOCK D**  
**ADDISON TOWN CENTER**  
**TOWN OF ADDISON, DALLAS COUNTY, TEXAS**

BEING a 968 square foot tract of land situated in the T.L. Chenoweth Survey, Abstract Number 273, Town of Addison, Dallas County, Texas, and being part of Lot 2, Block D of REPLAT OF LOT 2, BLOCK D, ADDISON TOWN CENTER, an addition to the Town of Addison, Texas, as recorded in Instrument Number 200600182964 of the Official Public Records of Dallas County, Texas (O.P.R.D.C.T.), said tract also being part of that tract of land described as Tract 1 in deed to Beltline Investments, LLC, as recorded in Instrument Number 201200363674, O.P.R.D.C.T., and being more particularly described as follows:

BEGINNING at a point for the northwest corner of said Lot 2 on the south right-of-way line of Belt Line Road (variable width right-of-way), and from which point a 1/2-inch found iron rod bears South 60 degrees West 0.3 of a foot;

THENCE North 89 degrees 30 minutes 09 seconds East, with the common south right-of-way line of said Belt Line Road and the north line of said Lot 2, a distance of 32.39 feet to a 1/2-inch set iron rod with blue plastic cap stamped "HALFF ESMT" (hereinafter referred to as "with easement cap") for the northeast corner of the proposed easement;

THENCE South 00 degrees 00 minutes 00 seconds East, departing said common line, over and across said Lot 2, with the east line of said proposed easement, a distance of 30.15 feet to a 1/2-inch set iron rod with easement cap for the southeast corner of said proposed easement;

THENCE North 90 degrees 00 minutes 00 seconds West, continuing over and across said Lot 2 and with the south line of said proposed easement, a distance of 32.13 feet to a 1/2-inch set iron rod with easement cap for the southwest corner of said proposed easement on the west line of said Lot 2 and the east line of Lot 3B, Block D of LOTS 3A, 3B, 3C-1, 4R-1 AND 5, BLOCK D OF ADDISON TOWN CENTER, an addition to the Town of Addison, Texas, as recorded in Volume 94176, Page 01630 of the Deed Records of Dallas County, Texas;

PARCEL 10E  
0.0222 ACRE (968 SQUARE FOOT)  
EASEMENT  
OUT OF  
LOT 2, BLOCK D REPLAT OF LOT 2, BLOCK D  
ADDISON TOWN CENTER  
TOWN OF ADDISON, DALLAS COUNTY, TEXAS

THENCE North 00 degrees 29 minutes 51 seconds West, with the west line of said Lot 2 and the east line of said Lot 3B, at a distance of 24.87 feet passing the northeast corner of said Lot 3B from which a 5/8-inch found iron rod with illegible yellow cap bears South 70 degrees East 0.2 of a foot, continuing with the west line of said Lot 2, in all a total distance of 29.87 feet to the POINT OF BEGINNING and containing 0.0222 of an acre (968 square feet) of land, more or less.

NOTES:

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

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



**PARCEL 10R**  
**0.0104 ACRE (454 SQUARE FOOT)**  
**RIGHT-OF-WAY**  
**OUT OF**  
**LOT 2, BLOCK D REPLAT OF LOT 2, BLOCK D**  
**ADDISON TOWN CENTER**  
**TOWN OF ADDISON, DALLAS COUNTY, TEXAS**

BEING a 454 square foot tract of land situated in the T.L. Chenoweth Survey, Abstract Number 273, Town of Addison, Dallas County, Texas, and being part of Lot 2, Block D of REPLAT OF LOT 2, BLOCK D, ADDISON TOWN CENTER, an addition to the Town of Addison, Texas, as recorded in Instrument Number 200600182964 of the Official Public Records of Dallas County, Texas (O.P.R.D.C.T.), said tract also being part of that tract of land described in deed to Beltline Investments, LLC, as recorded in Instrument Number 201200363674, O.P.R.D.C.T., and being more particularly described as follows:

COMMENCING at a 5/8-inch found iron rod with "RPLS 1890" cap for the southeast corner of said Lot 2 on the west line of a 37 foot wide Public Access Easement recorded in Volume 94176, Page 1630 of the Deed Records of Dallas County, Texas;

THENCE North 00 degrees 29 minutes 51 seconds West, with the east line of said Lot 2 and the west line of said 37 foot wide Public Access Easement, a distance of 172.50 feet to a 1/2-inch set iron rod with yellow plastic cap stamped "HALFF" for the POINT OF BEGINNING;

THENCE North 45 degrees 29 minutes 51 seconds West, departing said east line of Lot 2 and said west line of said 37 foot wide Public Access Easement, a distance of 56.57 feet to a set "X" cut in concrete on the north line of said Lot 2 and the south right-of-way line of Belt Line Road (a variable width right-of-way);

THENCE North 89 degrees 30 minutes 09 seconds East, with said north line of Lot 2 and said south right-of-way line of Belt Line Road, a distance of 10.61 feet to a point for a corner;

THENCE South 51 degrees 47 minutes 15 seconds East, departing said north line of Lot 2 and said south right-of-way line of Belt Line Road, a distance of 37.66 feet to a point for corner on said east line of Lot 2 and said west line of said 37 foot wide Public Access Easement, and from which point a 1/2-inch found iron rod bears North 71 degrees East 0.4 feet;

PARCEL 10R  
0.0104 ACRE (454 SQUARE FOOT)  
RIGHT-OF-WAY  
OUT OF  
LOT 2, BLOCK D REPLAT OF LOT 2, BLOCK D  
ADDISON TOWN CENTER  
TOWN OF ADDISON, DALLAS COUNTY, TEXAS

THENCE South 00 degrees 29 minutes 51 seconds East, with said east line of Lot 2 and said west line of said 37 foot wide Public Access Easement, a distance of 16.45 feet to the POINT OF BEGINNING and containing 0.0104 of an acre (454 square feet) of land, more or less.

NOTES:

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

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



**PARCEL 11E**  
**0.0326 ACRE (1,422 SQUARE FOOT)**  
**EASEMENT**  
**OUT OF**  
**LOT 4, BLOCK 2 OF**  
**BELT LINE/MARSH BUSINESS PARK**  
**TOWN OF ADDISON, DALLAS COUNTY, TEXAS**

BEING a 1,422 square foot tract of land situated in the T.L. Chenoweth Survey, Abstract Number 273, Town of Addison, Dallas County, Texas, and being part of Lot 4, Block 2 of BELT LINE/MARSH BUSINESS PARK, an addition to the Town of Addison, Texas, as recorded in Volume 98026, Page 0020 of the Deed Records of Dallas County, Texas (D.R.D.C.T.), said tract also being part of that tract of land described in deed to Archland Property II LP, as recorded in Volume 2004124, Page 08935, D.R.D.C.T., and being more particularly described as follows:

COMMENCING at a point for the northeast corner of said Lot 4 and the southeast corner of Lot 1 of MARSH/BELT LINE SHOPPING CENTER, an addition to the Town of Addison, Texas, as recorded in Volume 2000124, Page 04596, D.R.D.C.T., on the west right-of-way line of Business Avenue (60-foot wide right-of-way), and from which point a 5/8-inch found iron rod bears North 87 degrees West 0.3 of a foot;

THENCE South 00 degrees 23 minutes 40 seconds East, with the common east line of said Lot 4 and the west right-of-way line of said Business Avenue, a distance of 197.86 feet to a 1/2-inch set iron rod with blue plastic cap stamped "HALFF ESMT" (hereinafter referred to as "with easement cap") for the northeast corner of the proposed easement and for the POINT OF BEGINNING;

THENCE South 00 degrees 23 minutes 40 seconds East, continuing with said common line, a distance of 31.01 feet to a 1/2-inch set iron rod with yellow plastic cap stamped "HALFF" (hereinafter referred to as "with cap") for corner;

THENCE South 46 degrees 04 minutes 09 seconds West, departing said common line, over and across said Lot 4, with the southeast line of said proposed easement, a distance of 41.38 feet to a 1/2-inch set iron rod with cap for corner on the north right-of-way line of Belt Line Road (a variable width right-of-way);

THENCE North 83 degrees 22 minutes 48 seconds West, with the north right-of-way line of said Belt Line Road, a distance of 7.14 feet to a 1/2-inch set iron rod with easement cap for the southwest corner of said proposed easement;

THENCE North 00 degrees 03 minutes 44 seconds East, departing the north right-of-way line of said Belt Line Road, over and across said Lot 4, with the west line of said proposed easement, a distance of 28.08 feet to a set "X" cut in concrete for corner;

PARCEL 11E  
0.0326 ACRE (1,422 SQUARE FOOT)  
EASEMENT  
OUT OF  
LOT 4, BLOCK 2 OF  
BELT LINE/MARSH BUSINESS PARK  
TOWN OF ADDISON, DALLAS COUNTY, TEXAS

THENCE North 46 degrees 04 minutes 20 seconds East, continuing over and across said Lot 4 and with the west line of said proposed easement, a distance of 20.14 feet to a set "X" cut in concrete for corner;

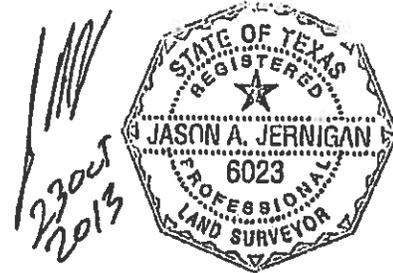
THENCE North 00 degrees 00 minutes 00 seconds East, continuing over and across said Lot 4 and with the west line of said proposed easement, a distance of 16.85 feet to a set "X" cut in concrete for corner;

THENCE North 90 degrees 00 minutes 00 seconds East, continuing over and across said Lot 4 and with the north line of said proposed easement, a distance of 22.14 feet to the POINT OF BEGINNING and containing 0.0326 of an acre (1,422 square feet) of land, more or less.

NOTES:

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

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



**PARCEL 11R**  
**0.0093 ACRE (403 SQUARE FOOT)**  
**RIGHT-OF-WAY**  
**OUT OF**  
**LOT 4, BLOCK 2 OF BELT LINE/MARSH BUSINESS PARK**  
**TOWN OF ADDISON, DALLAS COUNTY, TEXAS**

BEING a 403 square foot tract of land situated in the T.L. Chenoweth Survey, Abstract Number 273, Town of Addison, Dallas County, Texas, and being part of Lot 4, Block 2 of BELT LINE/MARSH BUSINESS PARK, an addition to the Town of Addison, Texas, as recorded in Volume 98026, Page 0020 of the Deed Records of Dallas County, Texas (D.R.D.C.T.), said tract also being part of that tract of land described in deed to Archland Property II LP, as recorded in Volume 2004124, Page 08935, D.R.D.C.T., and being more particularly described as follows:

COMMENCING at a point for the northeast corner of said Lot 4 and the southeast corner of Lot 1 of MARSH/BELT LINE SHOPPING CENTER, an addition to the Town of Addison, Texas, as recorded in Volume 2000124, Page 04596, D.R.D.C.T., on the west right-of-way line of Business Avenue (60-foot wide right-of-way), and from which point a 5/8-inch found iron rod bears North 87 degrees West 0.3 of a foot;

THENCE South 00 degrees 23 minutes 40 seconds East, with the common east line of said Lot 4 and the west right-of-way line of said Business Avenue, a distance of 228.87 feet to a 1/2-inch set iron rod with yellow plastic cap stamped "HALFF" (hereinafter referred to as "with cap") for the POINT OF BEGINNING and for the northeast corner of a proposed corner clip for the intersection of the proposed west right-of-way line of said Business Avenue with the proposed north right-of-way line of Belt Line Road;

THENCE South 00 degrees 23 minutes 40 seconds East, continuing with said common line, a distance of 18.71 feet to a point for the northeast corner of a corner clip for the intersection of the existing west right-of-way line of said Business Avenue and existing north right-of-way line of Belt Line Road (right-of-way width varies), and from which point a 1/2-inch found iron rod bears South 00 degrees 23 minutes 40 seconds East 0.6 of a foot;

THENCE South 43 degrees 20 minutes 46 seconds West, with said existing corner clip, a distance of 15.80 feet to a point for corner on the existing north right-of-way line of said Belt Line Road;

THENCE South 89 degrees 37 minutes 11 seconds West, with the common existing north right-of-way line of said Belt Line Road and the south line of said Lot 4, a distance of 5.95 feet to a point corner;

THENCE North 83 degrees 22 minutes 48 seconds West, continuing with said common line, a distance of 13.23 feet to a 1/2-inch set iron rod with cap for the southwest corner of said proposed right-of-way corner clip;

PARCEL 11R  
0.0093 ACRE (403 SQUARE FOOT)  
RIGHT-OF-WAY  
OUT OF  
LOT 4, BLOCK 2 OF BELT LINE/MARSH BUSINESS PARK  
TOWN OF ADDISON, DALLAS COUNTY, TEXAS

THENCE North 46 degrees 04 minutes 09 seconds East, departing said common line, over and across said Lot 4, with said proposed right-of-way corner clip, a distance of 41.38 feet to the POINT OF BEGINNING and containing 0.0093 of an acre (403 square feet) of land, more or less.

NOTES:

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

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



**PARCEL 12E Part 1  
0.0065 ACRE (284 SQUARE FOOT)  
EASEMENT OUT OF  
LOT A, BLOCK 3 OF  
A REPLAT OF LOT A & D, REPLAT OF  
THE FINAL REPLAT OF BLOCK 3,  
BELT LINE MARSH BUSINESS PARK  
TOWN OF ADDISON, DALLAS COUNTY, TEXAS**

BEING a 284 square foot tract of land situated in the T. L. Chenoweth Survey, Abstract Number 273, Town of Addison, Dallas County, Texas, and being part of Lot A, Block 3 of A REPLAT OF LOT A & D, REPLAT OF THE FINAL REPLAT OF BLOCK 3, BELT LINE MARSH BUSINESS PARK, an addition to the Town of Addison, Texas, as recorded in Volume 95082, Page 3750 of the Deed Records of Dallas County, Texas (D.R.D.C.T.), said tract also being part of that tract of land described in deed to John McKenzie as recorded in Instrument Number 201300133110 of the Official Public Records of Dallas County, Texas, and being more particularly described as follows:

COMMENCING at a point for the common northwest corner of said Lot D and the northeast corner of Lot A, Block 3 of said REPLAT OF BLOCK 3, BELTLINE MARSH BUSINESS PARK, and from which point a 1/2-inch found iron rod with "RPLS 2509" cap bears South 89 degrees 37 minutes 11 seconds West a distance of 0.36 feet and a 1/2-inch found iron rod bears North 35 degrees West a distance of 0.4 feet;

THENCE South 00 degrees 23 minutes 40 seconds East, with the common west line of said Lot D and the east line of said Lot A, a distance of 425.75 feet to a 1/2-inch set iron rod with blue plastic cap stamped "HALFF ESMT" (hereinafter referred to as "with easement cap") for the POINT OF BEGINNING;

THENCE North 90 degrees 00 minutes 00 seconds East, departing said west line of Lot D and said east line of Lot A, a distance of 19.01 feet to a set "X" cut in concrete for corner;

THENCE South 00 degrees 00 minutes 00 seconds East, a distance of 15.00 feet to a set "X" cut in concrete for corner;

THENCE North 90 degrees 00 minutes 00 seconds West, a distance of 18.91 feet to a 1/2-inch set iron rod with easement cap for corner on said west line of Lot D and said east line of Lot A;

PARCEL 12E Part 1  
0.0065 ACRE (284 SQUARE FOOT)  
EASEMENT OUT OF  
LOT A, BLOCK 3 OF  
A REPLAT OF LOT A & D, REPLAT OF  
THE FINAL REPLAT OF BLOCK 3,  
BELT LINE MARSH BUSINESS PARK  
TOWN OF ADDISON, DALLAS COUNTY, TEXAS

THENCE North 00 degrees 23 minutes 40 seconds West, with said west line of Lot D and said east line of Lot A, a distance of 15.00 feet to the POINT OF BEGINNING and containing 0.0065 of an acre (284 square feet) of land, more or less.

NOTES:

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

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



**PARCEL 12E Part 2**  
**0.0151 ACRE (656 SQUARE FOOT)**  
**EASEMENT**  
**OUT OF**  
**LOT A, BLOCK 3 OF**  
**A REPLAT OF LOT A & D, REPLAT OF**  
**THE FINAL REPLAT OF BLOCK 3,**  
**BELT LINE MARSH BUSINESS PARK**  
**TOWN OF ADDISON, DALLAS COUNTY, TEXAS**

BEING a 656 square foot tract of land situated in the T. L. Chenoweth Survey, Abstract Number 273, Town of Addison, Dallas County, Texas, and being part of Lot A, Block 3 of A REPLAT OF LOT A & D, REPLAT OF THE FINAL REPLAT OF BLOCK 3, BELT LINE MARSH BUSINESS PARK, an addition to the Town of Addison, Texas, as recorded in Volume 95082, Page 3750 of the Deed Records of Dallas County, Texas (D.R.D.C.T.), said tract also being part of that tract of land described in deed to John McKenzie as recorded in Instrument Number 201300133110 of the Official Public Records of Dallas County, Texas, and being more particularly described as follows:

COMMENCING at a point for the southeast corner of said Lot A and the southwest corner of Lot B, Block 3 of REPLAT OF BLOCK 3, BELTLINE MARSH BUSINESS PARK, an addition to the Town of Addison, Texas, as recorded in Volume 94238, Page 1663, D.R.D.C.T., on the north right-of-way line of Belt Line Road (variable width right-of-way), and from which point a 1/2-inch found iron rod with "RPLS 2509" cap bears South 89 degrees 37 minutes 11 seconds West 1.45 feet;

THENCE South 89 degrees 37 minutes 11 seconds West, with the common north right-of-way line of said Belt line Road and the south line of said Lot A, a distance of 4.69 feet to a 1/2-inch set iron rod with blue plastic cap stamped "HALFF ESMT" (hereinafter referred to as "with easement cap") for the POINT OF BEGINNING and for the southeast corner of the proposed easement;

THENCE South 89 degrees 37 minutes 11 seconds West, continuing with common line, a distance of 20.00 feet to a set "X" cut in concrete for the southwest corner of said proposed easement;

THENCE North 00 degrees 00 minutes 00 seconds East, departing said common line, over and across said Lot A, with the west line of said proposed easement, a distance of 32.87 feet to a set "X" cut in concrete for the northwest corner of said proposed easement;

THENCE North 90 degrees 00 minutes 00 seconds East, continuing over and across said Lot A and with the north line of said proposed easement, a distance of 20.00 feet to a 1/2-inch set iron rod with easement cap for the northeast corner of said proposed easement;

PARCEL 12E Part 2  
0.0151 ACRE (656 SQUARE FOOT)  
EASEMENT  
OUT OF  
LOT A, BLOCK 3 OF  
A REPLAT OF LOT A & D, REPLAT OF  
THE FINAL REPLAT OF BLOCK 3,  
BELT LINE MARSH BUSINESS PARK  
TOWN OF ADDISON, DALLAS COUNTY, TEXAS

THENCE South 00 degrees 00 minutes 00 seconds East, continuing over and across said Lot A and with the east line of said proposed easement, a distance of 32.74 feet to the POINT OF BEGINNING and containing 0.0151 of an acre (656 square feet) of land, more or less.

NOTES:

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

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

*JAG*  
12/20/13



**PARCEL 12R**  
**0.0029 ACRE (128 SQUARE FOOT)**  
**RIGHT-OF-WAY**  
**OUT OF LOT A, BLOCK 3 OF**  
**A REPLAT OF LOT A & D, REPLAT OF**  
**THE FINAL REPLAT OF BLOCK 3,**  
**BELT LINE MARSH BUSINESS PARK**  
**TOWN OF ADDISON, DALLAS COUNTY, TEXAS**

BEING a 128 square foot tract of land situated in the T. L. Chenoweth Survey, Abstract Number 273, Town of Addison, Dallas County, Texas, and being part of Lot A, Block 3 of A REPLAT OF LOT A & D, REPLAT OF THE FINAL REPLAT OF BLOCK 3, BELT LINE MARSH BUSINESS PARK, an addition to the Town of Addison, Texas, as recorded in Volume 95082, Page 3750 of the Deed Records of Dallas County, Texas, said tract also being part of that tract of land described in deed to John McKenzie as recorded in Instrument Number 201300133110 of the Official Public Records of Dallas County, Texas, and being more particularly described as follows:

COMMENCING at a point for the southwest corner of Lot D, Block 3 of said A REPLAT OF LOT A & D, REPLAT OF THE FINAL REPLAT OF BLOCK 3, BELT LINE MARSH BUSINESS PARK addition, said point also being the intersection of the north right-of-way line of Belt Line Road (a variable width right-of-way) with the east right-of-way line of Business Avenue (a 60-foot wide right-of-way);

THENCE North 89 degrees 37 minutes 11 seconds East, with the north right-of-way line of said Belt Line Road, a distance of 14.00 feet to the southwest corner of said Lot A for the POINT OF BEGINNING;

THENCE North 00 degrees 23 minutes 40 seconds West, departing the north right-of-way line of said Belt Line Road, with the west line of said Lot A, a distance of 16.01 feet to 1/2-inch set iron rod with a yellow plastic cap stamped "HALFF" (hereinafter referred to as "with cap") for corner;

THENCE South 45 degrees 23 minutes 14 seconds East, departing said west line, over and across said Lot A, a distance of 22.64 feet to a 1/2-inch set iron rod with cap for corner on the north right-of-way line of said Belt Line Road;

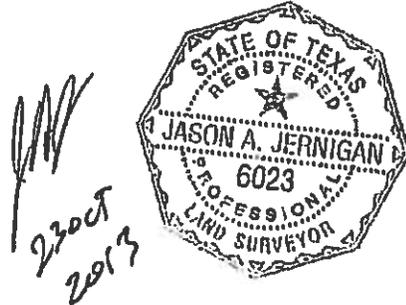
PARCEL 12R  
0.0029 ACRE (128 SQUARE FOOT)  
RIGHT-OF-WAY  
OUT OF LOT A, BLOCK 3 OF  
A REPLAT OF LOT A & D, REPLAT OF  
THE FINAL REPLAT OF BLOCK 3,  
BELT LINE MARSH BUSINESS PARK  
TOWN OF ADDISON, DALLAS COUNTY, TEXAS

THENCE South 89 degrees 37 minutes 11 seconds West, with the north right-of-way line of said Belt Line Road, a distance of 16.00 feet to the POINT OF BEGINNING and containing 0.0029 of an acre (128 square feet) of land, more or less.

NOTES:

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

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



**PARCEL 14R**  
**0.0184 ACRE (800 S.F.)**  
**RIGHT OF WAY**  
**OUT OF LOT 1-R, BLOCK A OF**  
**PRINTEMPS ADDITION NO. 2**  
**TOWN OF ADDISON, DALLAS COUNTY, TEXAS**

BEING an 800 square foot tract of land situated in the T.L. Chenoweth, Abstract Number 273, Town of Addison, Dallas County, Texas, being part of Lot 1-R, Block A, PRINTEMPS ADDITION NO. 2, an addition to the Town of Addison, Texas, as recorded in Volume 92162, Page 2251 of the Deed Records, Dallas County, Texas (D.R.D.C.T.), said tract also being part of that tract of land described in deed to Spirit Master Funding LLC as recorded in Document Number 200600277480 of the Official Records of Dallas County, Texas, and being more particularly described as follows:

BEGINNING at the northwest corner of said Lot-1R on the south right-of-way line of Belt Line Road (a variable width right-of-way);

THENCE North 89 degrees 30 minutes 09 seconds East, with said south right-of-way line of said Belt Line Road and said north line of Lot 1-R, a distance of 40.00 feet to a set "X" cut in concrete for corner;

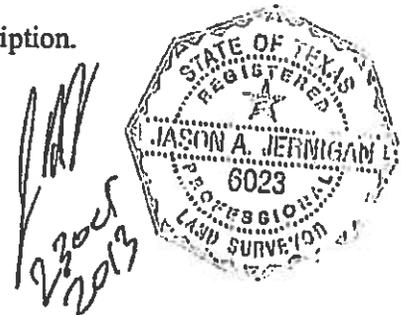
THENCE South 44 degrees 30 minutes 09 seconds West, departing said south right-of-way line of Belt Line Road and said north line of Lot 1-R, a distance of 56.57 feet to a 1/2-inch set iron rod with yellow plastic cap stamped "HALFF" for corner on the west line of said Lot 1-R;

THENCE North 00 degrees 29 minutes 51 seconds West, with said west line of said Lot 1-R, at a distance of 24.00 feet passing a found "X" cut in concrete, continuing with said west line of Lot 1-R, in all a total distance of 40.00 feet to the POINT OF BEGINNING and containing 0.0184 of an acre (800 square feet) of land, more or less.

**NOTES:**

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

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



**PARCEL 16E**  
**0.0028 ACRE (120 SQUARE FOOT)**  
**EASEMENT**  
**OUT OF**  
**LOT D, BLOCK 3 OF**  
**A REPLAT OF LOT A & D, REPLAT OF**  
**THE FINAL REPLAT OF BLOCK 3,**  
**BELT LNE MARSH BUSINESS PARK**  
**TOWN OF ADDISON, DALLAS COUNTY, TEXAS**

BEING a 120 square foot tract of land situated in the T. L. Chenoweth Survey, Abstract Number 273, Town of Addison, Dallas County, Texas, and being part of Lot D, Block 3, A REPLAT OF LOT A & D, REPLAT OF THE FINAL REPLAT OF BLOCK 3, BELT LINE MARSH BUSINESS PARK, an addition to the Town of Addison recorded in Volume 95082, Page 3750, of the Deed Records, Dallas County, Texas (D.R.D.C.T.), said tract also being part of that tract of land described in deed to iSTAR BOWLING CENTERS I LP., as recorded in Volume 2004046, Page 07851, D.R.D.C.T., and being more particularly described as follows:

COMMENCING at a point for the common northwest corner of said Lot D and the northeast corner of Lot A, Block 3 of said REPLAT OF BLOCK 3, BELTLINE MARSH BUSINESS PARK from which a 1/2-inch found iron rod with cap stamped "RPLS 2509" bears South 89 degrees 37 minutes 11 seconds West a distance of 0.36 feet and a 1/2-inch found iron rod bears North 35 degrees 18 minutes 21 seconds West, a distance of 0.4 feet;

THENCE South 00 degrees 23 minutes 40 seconds East, with the common west line of said Lot D and the east line of said Lot A, a distance of 425.75 feet to a 1/2-inch set iron rod with blue plastic cap stamped "HALFF ESMT" (hereinafter referred to as "with easement cap") for the POINT OF BEGINNING;

THENCE South 00 degrees 23 minutes 40 seconds East, continuing with the common west line of said Lot D and the east line of said Lot A, a distance of 15.00 feet to a 1/2-inch set iron rod with esmt cap;

THENCE South 90 degrees 00 minutes 00 seconds West, departing said common west line of said Lot D and said east line of Lot A and over and across said Lot D, a distance of 2.26 feet to a 1/2-inch set iron rod with esmt cap;

THENCE North 45 degrees 23 minutes 14 seconds West, continuing over and across said Lot D, a distance of 10.95 feet to a 1/2-inch set iron rod with yellow plastic cap stamped "HALFF" on the common east line of Business Avenue (60-foot wide right-of-way) and the west line of said Lot D;

THENCE North 00 degrees 23 minutes 40 seconds West, with the common east line of said Business Avenue and the west line of said Lot D, a distance of 7.31 feet to a 1/2-inch set iron rod with esmt cap;

PARCEL 16E  
0.0028 ACRE (120 SQUARE FOOT)  
EASEMENT  
OUT OF  
LOT D, BLOCK 3 OF  
A REPLAT OF LOT A & D, REPLAT OF  
THE FINAL REPLAT OF BLOCK 3,  
BELT LNE MARSH BUSINESS PARK  
TOWN OF ADDISON, DALLAS COUNTY, TEXAS

THENCE South 90 degrees 00 minutes 00 seconds East, departing the east line of said Business Avenue and the west line of said Lot D, a distance of 10.00 feet to the POINT OF BEGINNING and containing 0.0028 of an acre (120 square feet) of land, more or less.

NOTES:

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

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

*PAC*  
*27 Oct*  
*2013*



**PARCEL 16R**  
**0.0074 ACRE (322 SQUARE FOOT)**  
**RIGHT-OF-WAY**  
**OUT OF LOT D, BLOCK 3 OF**  
**A REPLAT OF LOT A & D, REPLAT OF**  
**THE FINAL REPLAT OF BLOCK 3,**  
**BELT LINE MARSH BUSINESS PARK**  
**TOWN OF ADDISON, DALLAS COUNTY, TEXAS**

BEING a 322 square foot tract of land situated in the T. L. Chcnoweth Survey, Abstract Number 273, Town of Addison, Dallas County, Texas, and being part of Lot D, Block 3 of A REPLAT OF LOT A & D, REPLAT OF THE FINAL REPLAT OF BLOCK 3, BELT LINE MARSH BUSINESS PARK, an addition to the Town of Addison, Texas, as recorded in Volume 95082, Page 3750, of the Deed Records of Dallas County, Texas (D.R.D.C.T.), said tract also being part of that tract of land described in deed to iStar Bowling Centers, LLP, as recorded in Volume 2004046, Page 07851, D.R.D.C.T., said tract also being part of that 4-foot by 20-foot tract of land not described in said deed recorded in Volume 2004046, Page 07851, D.R.D.C.T., and being more particularly described as follows:

BEGINNING at a point for the southwest corner of said Lot D at the intersection of the east right-of-way line of Business Avenue (a 60-foot wide right-of-way) with the north right-of-way line of Belt Line Road (a variable width right-of-way);

THENCE North 00 degrees 23 minutes 40 seconds West, with the common west line of said Lot D and the east right-of-way line of said Business Avenue, a distance of 30.00 feet to a 1/2-inch set iron rod with a yellow plastic cap stamped "HALFF" (hereinafter referred to as "with cap") for corner;

THENCE South 45 degrees 23 minutes 14 seconds East, departing said common line, over and across said Lot D, a distance of 19.80 feet to a 1/2-inch set iron rod with cap for corner on the common line between said Lot D and Lot A of said A REPLAT OF LOT A & D, REPLAT OF THE FINAL REPLAT OF BLOCK 3, BELT LINE MARSH BUSINESS PARK addition;

THENCE South 00 degrees 23 minutes 40 seconds East, with said common line, a distance of 16.00 feet to a point for the common south corner of said Lot D and said Lot A on the north right-of-way line of said Belt Line Road;

**PARCEL 16R**  
**0.0074 ACRE (322 SQUARE FOOT)**  
**RIGHT-OF-WAY**  
**OUT OF LOT D, BLOCK 3 OF**  
**A REPLAT OF LOT A & D, REPLAT OF**  
**THE FINAL REPLAT OF BLOCK 3,**  
**BELT LINE MARSH BUSINESS PARK**  
**TOWN OF ADDISON, DALLAS COUNTY, TEXAS**

THENCE South 89 degrees 37 minute 11 seconds West, with the south line of said Lot D and with the north right-of-way line of said Belt Line Road, a distance of 14.00 to the POINT OF BEGINNING and containing 0.0074 of an acre (322 square feet) of land, more or less.

**NOTES:**

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

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



**PARCEL 17R**  
**0.0102 ACRE (444 SQUARE FOOT)**  
**RIGHT OF WAY**  
**OUT OF LOT 1, BLOCK E**  
**ASBURY CIRCLE**  
**TOWN OF ADDISON, DALLAS COUNTY, TEXAS**

BEING a 444 square foot tract of land situated in the T.L. Chenoweth Survey, Abstract Number 273, City of Addison, Dallas County, Texas and being part of Lot 1, Block E of ASBURY CIRCLE, an addition to the Town of Addison, Texas, as recorded in Instrument Number 200900017267 of the Official Public Records of Dallas County, Texas (O.P.R.D.C.T.), said tract also being part of that tract of land described in deed to Ashton Dallas Residential LLC, as recorded in Instrument No. 20060025898, O.P.R.D.C.T., and being more particularly described as follows:

BEGINNING at a found "X" cut in concrete for the northeast corner of said Lot 1 at the intersection of the south right-of-way line of Belt Line Road (a variable width right-of-way) with the west right-of-way line of Commercial Drive (a variable width right-of-way) as shown on said ASBURY CIRCLE addition;

THENCE South 09 degrees 56 minutes 55 seconds East, with the common line of said west right-of-way line of Commercial Drive and the east line of said Lot 1, a distance of 30.00 feet to a 1/2-inch set iron rod with a yellow plastic cap stamped "HALFF" (hereinafter referred to as "with cap") for corner;

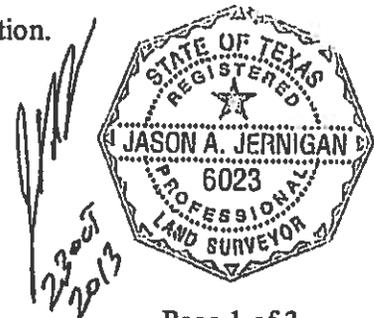
THENCE North 50 degrees 13 minutes 22 seconds West, departing said common line, a distance of 45.78 feet to a 1/2-inch set iron rod with cap for corner on said south right-of-way line of Belt Line Road;

THENCE North 89 degrees 30 minutes 11 seconds East, with the common right-of-way line of said Belt Line Road and the north line of said Lot 1, a distance of 30.00 feet to the POINT OF BEGINNING and containing 0.0102 of an acre (444 square feet) of land, more or less.

**NOTES:**

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

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



**PARCEL 18E**  
**0.0118 ACRE (513 SQUARE FOOT)**  
**EASEMENT**  
**OUT OF**  
**LOT C, BLOCK 3**  
**REPLAT OF BLOCK 3 BELT LINE MARSH BUSINESS PARK**  
**TOWN OF ADDISON, DALLAS COUNTY, TEXAS**

BEING a 513 square foot tract of land situated in the T.L. Chenoweth Survey, Abstract Number 273, Town of Addison, Dallas County, Texas, being part of Lot C, Block 3, REPLAT OF BLOCK 3 BELTLINE MARSH BUSINESS PARK, an addition to the Town of Addison, Texas, as recorded in Volume 94238, Page 1663 of the Deed Records, Dallas County, Texas (D.R.D.C.T.), said tract also being part of that tract of land described in deed to Mohammed I Jetpuri, as recorded in Volume 2002249, Page 11242, D.R.D.C.T. and being more particularly described as follows:

COMMENCING at the south common corner of said Lot C and Lot B, Block 3 of said Beltline Marsh Business Park addition on the north right-of-way line of Belt Line Road (a variable width right-of-way);

THENCE South 88 degrees 39 minutes 18 seconds East, along the common south line of said Lot C and said north right-of-way line of Belt Line Road, a distance of 19.42 feet to a 1/2-inch set iron rod with blue plastic cap stamped "HALFF ESMT" (hereinafter referred to as "with easement cap") for the POINT OF BEGINNING;

THENCE North 00 degrees 00 minutes 00 seconds East, departing said common line, a distance of 20.53 feet to a 1/2-inch set iron rod with easement cap corner;

THENCE North 90 degrees 00 minutes 00 seconds East, a distance of 24.22 feet to a 1/2-inch set iron rod with easement cap for corner on the west line of a Drainage and Utility Easement recorded in said Volume 94238, Page 1663, D.R.D.C.T.;

THENCE South 02 degrees 17 minutes 22 seconds East, along said west line of said Drainage and Utility Easement, a distance of 21.09 feet to a 1/2-inch set iron rod with easement cap for corner on said common south line of said Lot C and said north right-of-way line of Belt Line Road, said corner also being on a non-tangent circular curve to the right having a radius of 1,849.00 feet, whose chord bears South 88 degrees 01 minute 48 seconds West, a distance of 0.84 feet;

THENCE Westerly, along said common south line of said Lot C and said north right-of-way line of Belt Line Road and along said curve, through a central angle of 00 degrees 01 minute 33 seconds, an arc distance of 0.84 feet to a 1/2-inch set iron rod with easement cap for corner;

PARCEL 18E  
0.0118 ACRE (513 SQUARE FOOT)  
EASEMENT  
OUT OF  
LOT C, BLOCK 3  
REPLAT OF BLOCK 3 BELT LINE MARSH BUSINESS PARK  
TOWN OF ADDISON, DALLAS COUNTY, TEXAS

THENCE North 88 degrees 39 minutes 18 seconds West, continuing along said common south line of said Lot C and said north right-of-way line of Belt Line Road, a distance of 24.23 feet to the POINT OF BEGINNING and containing 0.0118 of an acre (513 square feet) of land, more or less.

NOTES:

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

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



**PARCEL 18R**  
**0.0103 ACRE (449 SQUARE FOOT)**  
**RIGHT OF WAY**  
**OUT OF**  
**LOT C, BLOCK 3**  
**REPLAT OF BLOCK 3 BELT LINE MARSH BUSINESS PARK**  
**TOWN OF ADDISON, DALLAS COUNTY, TEXAS**

BEING a 449 square foot tract of land situated in the T.L. Chenoweth Survey, Abstract Number 273, Town of Addison, Dallas County, Texas, being part of Lot C, Block 3, REPLAT OF BLOCK 3 BELTLINE MARSH BUSINESS PARK, an addition to the Town of Addison, Texas, as recorded in Volume 94238, Page 1663 of the Deed Records of Dallas County, Texas (D.R.D.C.T.), said tract also being part of that tract of land described in deed to Mohammed I Jetpuri, as recorded in Volume 2002249, Page 11242, D.R.D.C.T., and being more particularly described as follows:

BEGINNING at the southeast corner of said Lot C for the intersection of the north right-of-way line of Belt Line Road (a variable width right-of-way) and the west right-of-way line of Commercial Drive (a 60 foot wide right-of-way) as dedicated by BELT LINE/MARSH BUSINESS PARK, an addition to the Town of Addison, Texas, as recorded in Volume 81060, Page 170, D.R.D.C.T., said corner also being the beginning of a non-tangent circular curve to the right having a radius of 1,849.00 feet, whose chord bears South 84 degrees 01 minute 23 seconds West, a distance of 30.00 feet;

THENCE Southwesterly, along the common north right-of-way line of said Belt Line Road and the south line of said Lot C and along said curve, through a central angle of 00 degrees 55 minutes 47 seconds, an arc distance of 30.00 feet to a 1/2-inch set iron rod with yellow plastic cap stamped "HALFF" (hereinafter referred to as "with cap") for corner;

THENCE North 41 degrees 48 minutes 50 seconds East departing said common north right-of-way line of said Belt Line Road and the south line of said Lot, a distance of 44.44 feet to a 1/2-inch set iron rod with cap for corner on the east line of said Lot C and said west right-of-way line of Commercial Drive;

THENCE South 00 degrees 23 minutes 40 seconds East continuing with said west right-of-way line of Commercial Drive and said east line of Lot C, a distance of 30.00 feet to the POINT OF BEGINNING and containing 0.0103 of an acre (449 square feet) of land, more or less.

**NOTES:**

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

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



**PARCEL 20R**  
**0.0091 ACRE (397 SQUARE FOOT)**  
**RIGHT OF WAY**  
**OUT OF**  
**LOT 1, BLOCK 1 OF**  
**BELT LINE - MARSH BUSINESS PARK**  
**TOWN OF ADDISON, DALLAS COUNTY, TEXAS**

BEING a 397 square foot tract of land situated in the T.L. Chenoweth Survey, Abstract Number 273, Town of Addison, Dallas County, Texas, being part of Lot 1, Block 1, BELT LINE - MARSH BUSINESS PARK, an addition to the Town of Addison, Texas, as recorded in Volume 84186, Page 0137, Deed Records, Dallas County, Texas (D.R.D.C.T.), said tract also being part of that tract of land described as "Tract 3" in deed to PEG Office, LLC., as recorded in Instrument Number 201300031784 of the Official Public Records of Dallas County, Texas (O.P.R.D.C.T.), and being more particularly described as follows:

BEGINNING at a 1/2-inch found iron rod with "HENNESSE" cap for the most northerly southwest corner of said Lot 1 and the most northerly corner of a corner clip for the intersection of the east right-of-way line of Commercial Drive (a variable width right-of-way) as dedicated by BELT LINE/MARSH BUSINESS PARK, an addition to the Town of Addison recorded in Volume 81060, Page 170, D.R.D.C.T. and the north right-of-way line of Belt Line Road (a variable width right-of-way);

THENCE North 00 degrees 23 minutes 40 seconds West, with said east right-of-way line of Commercial Drive and the west line of said Lot 1, a distance of 20.01 feet to a 1/2-inch set iron rod with yellow cap stamped "HALFF" (hereinafter referred to as "with cap") for corner;

THENCE South 49 degrees 33 minutes 44 seconds East, departing said east right-of-way line of Commercial Drive and said west line of Lot 1, a distance of 39.23 feet to a 1/2-inch set iron rod with cap for corner on said north right-of-way line of Belt Line Road and the south line of said Lot 1, said corner also being on a non-tangent circular curve to the right having a radius of 1,860.00 feet, whose chord bears South 81 degrees 06 minutes 58 seconds West, a distance of 20.01 feet;

THENCE Westerly, with said north right-of-way of Belt Line Road and said south line of Lot 1 and with said curve, through a central angle of 00 degrees 36 minutes 59 seconds, an arc distance of 20.01 feet to a point for the most southerly corner of the aforementioned corner clip from which a 5/8-inch found iron rod bears South 33 degrees West, a distance of 0.3 feet;

PARCEL 20R  
0.0091 ACRE (397 SQUARE FOOT)  
RIGHT OF WAY  
OUT OF  
LOT 1, BLOCK 1 OF  
BELT LINE - MARSH BUSINESS PARK  
TOWN OF ADDISON, DALLAS COUNTY, TEXAS

THENCE North 49 degrees 24 minutes 29 seconds West, along said corner clip, a distance of 13.11 feet to the POINT OF BEGINNING and containing 0.0091 of an acre (397 square feet) of land, more or less.

NOTES:

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

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



**PARCEL 21E**  
**0.0344 ACRE (1,499 SQUARE FOOT)**  
**EASEMENT OUT OF**  
**LOT 16, BLOCK B OF**  
**ASBURY CIRCLE**  
**TOWN OF ADDISON, DALLAS COUNTY, TEXAS**

BEING a 1,499 square foot tract of land situated in the T. L. Chenoweth Survey, Abstract Number 273, Town of Addison, Dallas County, Texas, and being part of Lot 16, Block B of ASBURY CIRCLE, an addition to the Town of Addison, Texas, as recorded in Instrument Number 200900017267 of the Official Public Records of Dallas County, Texas (O.P.R.D.C.T.), said tract also being part of that tract of land described in deed to Ashton Dallas Residential L.L.C. as recorded in Instrument Number 200600258982, O.P.R.D.C.T., and being more particularly described as follows:

COMMENCING at a 1/2-inch found iron rod with "DAA" cap for the northwest corner of said Lot 16 on the south right-of-way line of Belt Line Road (a variable width right-of-way), said corner also being the beginning of a non-tangent circular curve to the left having a radius of 1,960.00 feet and a chord that bears North 79 degrees 18 minutes 43 seconds East a distance of 14.62 feet;

THENCE Easterly, with said south right-of-way line of Belt Line Road and with the north line of said Lot 16 and with said curve, through the central angle of 00 degrees 25 minutes 39 seconds, an arc distance of 14.62 feet to a 1/2-inch set iron rod with blue plastic cap stamped "HALFF ESMT" (hereinafter referred to as "with easement cap") for the POINT OF BEGINNING, said point also being on a circular curve to the left having a radius of 1,960.00 feet and a chord that bears North 78 degrees 48 minutes 16 seconds East a distance of 20.09 feet;

THENCE Easterly, with the south right-of-way line of said Belt Line Road and the north line of said Lot 16 and with said curve, through a central angle of 00 degrees 35 minutes 14 seconds, an arc distance of 20.09 feet to a 1/2-inch set iron rod with easement cap for corner;

THENCE South 16 degrees 36 minutes 41 seconds East, departing the south right-of-way line of said Belt Line Road and the north line of said Lot 16, a distance of 17.93 feet to a 1/2-inch set iron rod with easement cap for corner;

THENCE North 77 degrees 13 minutes 04 seconds East, a distance of 18.78 feet to a 1/2-inch set iron rod with easement cap corner;

THENCE South 12 degrees 46 minutes 56 seconds East, a distance of 30.06 feet to a 1/2-inch set iron rod with easement cap for corner;

THENCE South 77 degrees 22 minutes 09 seconds West, a distance of 36.82 feet to a 1/2-inch set iron rod with easement cap for corner;

**PARCEL 21E**  
**0.0344 ACRE (1,499 SQUARE FOOT)**  
**EASEMENT OUT OF**  
**LOT 16, BLOCK B OF**  
**ASBURY CIRCLE**  
**TOWN OF ADDISON, DALLAS COUNTY, TEXAS**

THENCE North 16 degrees 36 minutes 41 seconds West, a distance of 48.52 feet to the POINT OF BEGINNING and containing 0.0344 of an acre (1,499 square feet) of land, more or less.

**Notes:**

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

This metes & bounds description is accompanied by a survey exhibit of even date.

*30 OCT  
2013*



**PARCEL 25R**  
**0.0104 AC. (451 SQUARE FOOT)**  
**RIGHT OF WAY**  
**OUT OF**  
**SAC/BELTLINE ADDITION**  
**TOWN OF ADDISON, DALLAS COUNTY, TEXAS**

BEING a 451 square foot tract of land situated in the T.L. Chenoweth Survey, Abstract Number 273, Town of Addison, Dallas County, Texas, being part of SAC/BELTLINE ADDITION, an addition to the Town of Addison, Texas, as recorded in Volume 84013, Page 3322, Deed Records, Dallas County, Texas (D.R.D.C.T.), said tract also being part of that tract of land described in deed to Ari Forum LLC, as recorded in Instrument Number 20070287673, of the Official Records of Dallas County, Texas, and being more particularly described as follows:

BEGINNING at the northeast corner of said SAC/BELTLINE ADDITION at the intersection of the west right-of-way line of Surveyor's Boulevard (a variable width right-of-way) and the south right-of-way line of Belt Line Road (a variable width right-of-way) from which a found "X" cut in concrete bears North 66 degrees East 1.5 feet;

THENCE South 24 degrees 55 minutes 09 seconds East, with the common west right-of-way line of said Surveyor's Boulevard and the east line of said SAC/BELTLINE ADDITION, a distance of 30.00 feet to a 1/2-inch set iron rod with a yellow plastic cap stamped "HALFF" (hereinafter referred to as "with cap") for corner;

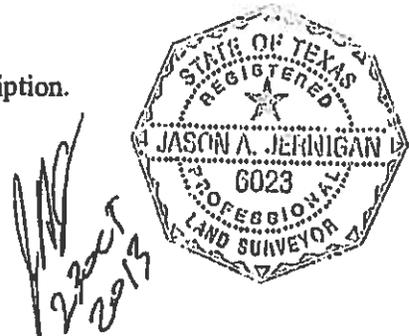
THENCE North 70 degrees 35 minutes 40 seconds West, departing said west right-of-way line of Surveyor's Boulevard and said east line of SAC/BELTLINE ADDITION, a distance of 41.92 feet to a 1/2-inch set iron rod with cap for corner on said south right-of-way line of Belt Line Road and the north line of said SAC/BELTLINE ADDITION, said corner being on a non-tangent circular curve to the right having a radius of 1,860.00 feet, whose chord bears North 63 degrees 43 minutes 48 seconds East, a distance of 30.00 feet;

THENCE Northeasterly, along said south right-of-way line of Belt Line Road and said north line of SAC/BELTLINE ADDITION and along said curve, through a central angle of 00 degrees 55 minutes 27 seconds, an arc distance of 30.00 feet to the POINT OF BEGINNING and containing 0.0104 of an acre (451 square feet) of land, more or less.

**NOTES:**

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

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



**PARCEL 26R**  
**0.0074 ACRE (324 SQUARE FOOT)**  
**RIGHT OF WAY**  
**OUT OF**  
**LOT 1 OF WATSON SUBDIVISION**  
**TOWN OF ADDISON, DALLAS COUNTY, TEXAS**

BEING A 324 square foot tract of land situated in the T. L. Chenoweth Survey, Abstract Number 273, Town of Addison, Dallas County, Texas, and being part of Lot 1 of WATSON SUBDIVISION, an addition to the Town of Addison, Texas, as recorded in Volume 79063, Page 2188 of the Deed Records, Dallas County, Texas (D.R.D.C.T.) said tract also being part of that tract of land described in deed to VNC, INC., as recorded in Volume 2004074, Page 64, D.R.D.C.T., and being more particularly described as follows:

BEGINNING at a point for the most northerly southwest corner of said Lot 1, said corner also being the most northerly corner of a corner clip for the intersection of the east right-of-way line of Surveyor's Boulevard (a variable width right-of-way) as dedicated by DEDICATION PLAT OF SURVEYOR BOULEVARD IN ADDISON WEST INDUSTRIAL PARK, an addition to the Town of Addison, Texas, as recorded in Volume 72121, Page 2467, D.R.D.C.T., and the north right-of-way line of Belt Line Road (a variable width right-of-way);

THENCE North 00 degrees 22 minutes 12 seconds West, with said east right-of-way line of Surveyor's Boulevard and with the west line of said Lot 1, a distance of 11.94 feet to a 1/2-inch set iron rod with a yellow plastic cap stamped "HALFF" (hereinafter referred to as "with cap") for corner;

THENCE South 56 degrees 40 minutes 20 seconds East, departing said east right-of-way line of Surveyor's Boulevard and said west line of said Lot 1, a distance of 44.39 feet to a 1/2-inch set iron rod with cap for corner on said north right-of-way line of Belt Line Road and on the south line of said Lot 1, said corner also being on a circular curve to the left having a radius of 1,960.08 feet, whose chord bears South 67 degrees 29 minutes 33 seconds West, a distance of 8.06 feet;

THENCE Southwesterly, with said north right-of-way line of Belt Line Road, with said south line of Lot 1 and with said curve, through a central angle of 00 degrees 14 minutes 08 seconds, an arc distance of 8.06 feet to a point for the most southerly southwest corner of said Lot 1, and the most southerly corner of the aforementioned corner clip;

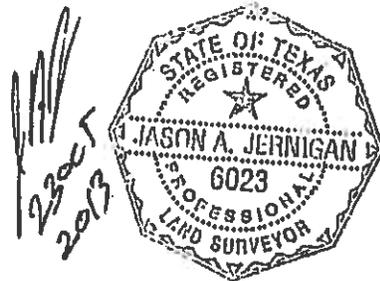
**PARCEL 26R**  
**0.0074 ACRE (324 SQUARE FOOT)**  
**RIGHT OF WAY**  
**OUT OF**  
**LOT 1 OF WATSON SUBDIVISION**  
**TOWN OF ADDISON, DALLAS COUNTY, TEXAS**

THENCE North 62 degrees 17 minutes 12 seconds West, along said corner clip, a distance of 33.39 feet to the POINT OF BEGINNING and containing 0.0074 of an acre (324 square feet) of land, more or less.

**NOTES:**

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

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



**PARCEL 27E**  
**0.0819 ACRE (3,570 SQUARE FOOT)**  
**UTILITY EASEMENT**  
**OUT OF**  
**LOT 1A OF BELTLINE-SURVEYOR VILLAGE**  
**TOWN OF ADDISON, DALLAS COUNTY, TEXAS**

BEING a 3,570 square foot tract of land situated in the T.L. Chenoweth Survey, Abstract Number 273, Town of Addison, Dallas County, Texas, and being part of Lot 1A of BELTLINE-SURVEYOR VILLAGE, an addition to the Town of Addison, Texas, as recorded in Volume 2004114, Page 00058, Deed Records, Dallas County, Texas (D.R.D.C.T.), said tract also being part of that tract of land described in deed to P.H.C.G. Investments as recorded in Volume 94067, Page 5798, D.R.D.C.T., and being more particularly described as follows:

BEGINNING at a set PK nail with shiner for the northeast corner of said Lot 1A, said corner also being on the south right-of-way line of Belt Line Road (a variable width right-of-way);

THENCE South 19 degrees 52 minutes 29 seconds East, with the common east line of said Lot 1A and the west line of Lot 2A of said BELTLINE-SURVEYOR VILLAGE, a distance of 15.03 feet to a set "X" cut in concrete for corner, said corner being the point of curvature of a non-tangent circular curve to the left having a radius of 1,834.00 feet, chord that bears South 70 degrees 11 minutes 58 seconds West, a distance of 220.60 feet;

THENCE Westerly, departing said common line and with said curve and over and across said Lot 1A, through a central angle of 06 degrees 53 minutes 45 seconds, an arc distance of 220.73 feet to a 1/2-inch set iron rod with yellow cap stamped "HALFF" (hereinafter referred to as "with cap") for corner on the proposed southeast corner clip for the intersection of said south right-of-way line of Belt Line Road with the east right-of-way line of Surveyor's Boulevard (a variable width right-of-way);

THENCE North 24 degrees 56 minutes 05 seconds East, with said corner clip, a distance of 35.25 feet to a found "X" cut in concrete for the north corner of said corner clip, said corner being on said south right-of-way line of Belt Line Road;

THENCE North 74 degrees 47 minutes 22 seconds East, with said south right-of-way line of Belt Line Road, a distance of 84.03 feet to a 1/2-inch set iron rod with cap for corner, said corner being the point of curvature of a non-tangent circular curve to the right having a radius of 1,849.00 feet, chord that bears North 71 degrees 52 minutes 56 seconds East, a distance of 112.05 feet;

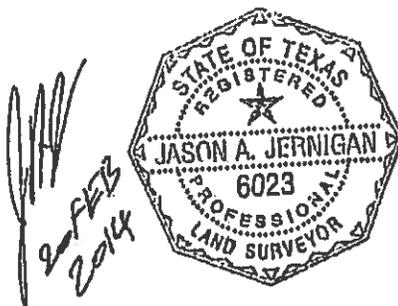
THENCE Easterly, continuing with said south right-of-way line of Belt Line Road and with said curve, through a central angle of 03 degrees 28 minutes 22 seconds, an arc distance of 112.07 feet to the POINT OF BEGINNING AND CONTAINING 0.0819 of an acre (3,570 square feet) of land, more or less.

PARCEL 27E  
0.0819 ACRE (3,570 SQUARE FOOT)  
UTILITY EASEMENT  
OUT OF  
LOT 1A OF BELTLINE-SURVEYOR VILLAGE  
TOWN OF ADDISON, DALLAS COUNTY, TEXAS

NOTES:

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

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



**PARCEL 27R**  
**0.0118 ACRE (512 SQUARE FOOT)**  
**RIGHT OF WAY**  
**OUT OF**  
**LOT 1A OF BELTLINE-SURVEYOR VILLAGE**  
**TOWN OF ADDISON, DALLAS COUNTY, TEXAS**

BEING a 512 square foot tract of land situated in the T.L. Chenoweth Survey, Abstract Number 273, Town of Addison, Dallas County, Texas, and being part of Lot 1A, BELTLINE-SURVEYOR VILLAGE, an addition to the Town of Addison, Texas, as recorded in Volume 2004114, Page 00058, Deed Records, Dallas County, Texas (D.R.D.C.T.), said tract also being part of that tract of land described in deed to P.H.C.G. Investments as recorded in Volume 94067, Page 5798, D.R.D.C.T., and being more particularly described as follows:

BEGINNING at a the most northerly northwest corner of said Lot 1A, said corner also being the most northerly corner of a corner clip for the intersection of the south right-of-way line of Belt Line Road (a variable width right-of-way) with the east right-of-way line of Surveyor's Boulevard (a variable width right-of-way);

THENCE North 74 degrees 47 minutes 22 seconds East, with the said south right-of-way line of Belt Line Road and the north line of said Lot 1A, a distance of 17.69 feet to set "X" cut in concrete for corner;

THENCE South 24 degrees 56 minutes 05 seconds West, departing said south right-of-way line of Belt Line Road and said north line of Lot 1A, a distance of 51.58 feet to a set "X" cut in concrete for corner on said east right-of-way line of Surveyor's Boulevard and on the west line of said Lot 1A;

THENCE North 24 degrees 55 minutes 12 seconds West, with said east right-of-way line of Surveyor's Boulevard and said west line of Lot 1A, a distance of 14.86 feet to a point for the most southerly northwest corner of said Lot 1A and the southerly corner of the aforementioned corner clip;

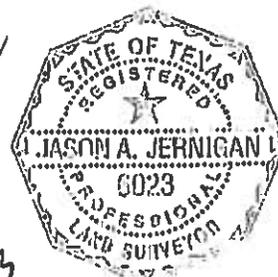
THENCE North 20 degrees 53 minutes 06 seconds East, with said corner clip, a distance of 30.67 feet to the POINT OF BEGINNING and containing 0.0118 of an acre (512 square feet) of land, more or less.

**NOTES:**

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

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

*Handwritten:*  
2304  
2013



**PARCEL 28E**  
**0.0438AC. (1,906 S.F.)**  
**EASEMENT OUT OF LOT 2**  
**WATSON AND TAYLOR SUBDIVISION**  
**TOWN OF ADDISON, DALLAS COUNTY, TEXAS**

BEING a 1,906 square foot tract of land situated in the D. Meyers Survey, Abstract Number 923 and the T.L. Chenoweth Survey, Abstract Number 273 Town of Addison, Dallas County, Texas, and being part of Lot 2, WATSON AND TAYLOR SUBDIVISION, an addition to the Town of Addison as recorded in Volume 78082, Page 0899, Deed Records, Dallas County, Texas (D.R.D.C.T.), said tract also being part of that tract of land described as Tract 1 in deed to MS Sub Beltline, LLC, as recorded in Document No. 201300099958, Official Public Records, Dallas County, Texas (O.P.R.D.C.T.), and being more particularly described as follows:

BEGINNING at a point on the north right-of-way line of Belt Line Road (a variable width right-of-way) and for the common southwest corner of said Lot 2 and the southeast corner of Lot 1 of WATSON SUBDIVISION, an addition to the Town of Addison as recorded in Volume 79063, Page 2188, D.R.D.C.T., from which a 1/2-inch found iron rod bears South 78 degrees West 0.60 of a foot;

THENCE North 00 degrees 43 minutes 42 seconds West, with the common west line of said Lot 2 and the east line of said Lot 1, a distance of 10.43 feet to a 1/2-inch set iron rod with a blue plastic cap stamped "HALFF ESMT" (hereinafter referred to as "with easement cap") for corner, said corner being the point of curvature of a non-tangent circular curve to the right having a radius of 1,970.08 feet and a chord that bears North 75 degrees 29 minutes 44 seconds East a distance of 190.48 feet;

THENCE Northeasterly, departing said common line, over and across said Lot 2 and with said curve, through a central angle of 05 degrees 32 minutes 31 seconds, an arc distance of 190.55 feet to a 1/2-inch set iron rod with easement cap for corner on the common east line of said Lot 2 and the west line of Lot 1 of said WATSON AND TAYLOR SUBDIVISION;

THENCE South 00 degrees 43 minutes 42 seconds East, with said common line, a distance of 10.19 feet to a 1/2-inch set iron rod with yellow plastic cap stamped "HALFF" for the common southeast corner of said Lot 2 and the southwest corner of said Lot 1 of WATSON AND TAYLOR SUBDIVISION, said corner being on the north right-of-way line of said Belt Line Road, said corner also being the point of curvature of a non-tangent circular curve to the left having a radius of 1,960.08 feet and a chord that bears South 75 degrees 25 minutes 25 seconds West a distance of 190.54 feet;

PARCEL 28E  
0.0438AC. (1,906 S.F.)  
EASEMENT OUT OF LOT 2  
WATSON AND TAYLOR SUBDIVISION  
TOWN OF ADDISON, DALLAS COUNTY, TEXAS

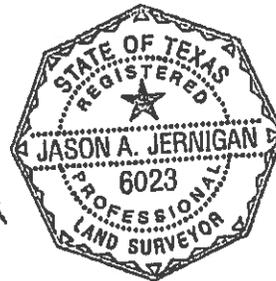
THENCE Southwesterly, with the north right-of-way line of said Belt Line Road and with said curve, through a central angle of 05 degrees 34 minutes 19 seconds, an arc distance of 190.61 feet to the POINT OF BEGINNING and containing 0.0438 of an acre (1,906 square feet) of land, more or less.

Notes:

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

This metes & bounds description is accompanied by a survey exhibit of even date.

*J.A.J.*  
02 APR  
2014



**PARCEL 29E**  
0.0093 AC. (406 S.F.)  
EASEMENT OUT OF LOT 1  
WATSON AND TAYLOR SUBDIVISION  
TOWN OF ADDISON, DALLAS COUNTY, TEXAS

BEING a 406 square foot tract of land situated in the D. Meyers Survey, Abstract Number 923, Town of Addison, Dallas County, Texas, and being part of Lot 1, WATSON AND TAYLOR SUBDIVISION, an addition to the Town of Addison, as recorded in Volume 78082, Page 0899, Deed Records, Dallas County, Texas (D.R.D.C.T.), said tract also being part of that tract of land described as Tract 2 in deed to MS Sub Beltline, LLC, as recorded in Document Number 201300099958 of the Official Public Records, Dallas County, Texas (O.P.R.D.C.T.), and being more particularly described as follows:

BEGINNING at a point on the north right-of-way line of Belt Line Road (variable width right-of-way) for the most southerly southeast corner of said Lot 1 and the southwest corner of Lot 4-A of AVIS LUBE, an addition to the Town of Addison, as recorded in Volume 88229, Page 517, D.R.D.C.T., said corner being the point of curvature of a non-tangent circular curve to the left having a radius of 1,960.08 feet and a chord that bears South 78 degrees 48 minutes 10 seconds West a distance of 40.58 feet, and from which point a 1/2-inch found iron rod bears North 00 degrees 43 minutes 42 seconds 0.15 of a foot;

THENCE Southwesterly, with the north right-of-way line of said Belt Line Road and with the south line of said Lot 1 and with said curve, through a central angle of 01 degree 11 minutes 10 seconds, an arc distance of 40.58 feet to a 1/2-inch set iron rod with yellow plastic cap stamped "HALFF" for the common southeast corner of Lot 2 of said WATSON AND TAYLOR SUBDIVISION and a southwest corner of said Lot 1;

THENCE North 00 degrees 43 minutes 42 seconds West, departing said north right-of-way line of Belt Line Road and with the common line of said Lot 1 and Lot 2 of said WATSON AND TAYLOR SUBDIVISION, a distance of 10.19 feet to a 1/2-inch set iron rod with a blue plastic cap stamped "HALFF ESMT" for corner, said corner being the point of curvature of a non-tangent circular curve to the right having a radius of 1,970.08 feet and a chord that bears North 78 degrees 51 minutes 23 seconds East a distance of 40.57 feet;

THENCE Northeasterly, departing said common line, over and across said Lot 1 and with said curve, through a central angle of 01 degree 10 minutes 48 seconds, an arc distance of 40.57 feet to a point (unable to set) for corner on the east line of said Lot 1 and on the west line of said Lot 4-A;

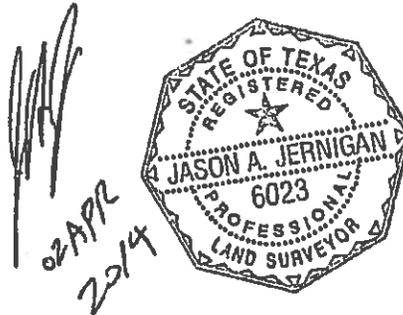
PARCEL 29E  
0.0093 AC. (406 S.F.)  
EASEMENT OUT OF LOT 1  
WATSON AND TAYLOR SUBDIVISION  
TOWN OF ADDISON, DALLAS COUNTY, TEXAS

THENCE South 00 degrees 43 minutes 42 seconds East, with said east line of Lot 1 and with said west line of Lot 4-A, a distance of 10.15 feet to the POINT OF BEGINNING and containing 0.0093 of an acre (406 square feet) of land, more or less.

Notes:

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

This metes & bounds description is accompanied by a survey exhibit of even date.



**PARCEL 30E**  
**0.1353 ACRE (5,894 SQUARE FOOT)**  
**EASEMENT**  
**OUT OF**  
**LOT 2A, BLOCK 1 OF**  
**BELTLINE-SURVEYOR VILLAGE**  
**TOWN OF ADDISON, DALLAS COUNTY, TEXAS**

BEING a 5,894 square foot tract of land situated in the T. L. Chenoweth Survey, Abstract Number 273, Town of Addison, Dallas County, Texas, and being part of Lot 2A, Block 1 of BELTLINE-SURVEYOR VILLAGE, an addition to the Town of Addison, Texas, as recorded in Volume 2004114, Page 00058, of the Deed Records of Dallas County, Texas (D.R.D.C.T.), said tract also being part of that tract of land described in deed to P.H.C.G. INVESTMENTS as recorded in Volume 94067, Page 5798, D.R.D.C.T., and being more particularly described as follows:

BEGINNING at a 1/2-inch found iron rod for the common northeast corner of said Lot 2A and the northwest corner of MERCADO JUAREZ, an addition to the Town of Addison, Texas, as recorded in Volume 88172, Page 1066, D.R.D.C.T., said corner being on the south right-of-way line of Belt Line Road (a variable width right-of-way):

THENCE South 00 degrees 12 minutes 39 seconds East, with the common east line of said Lot 2A and the west line of said MERCADO JUAREZ addition, a distance of 20.20 feet to a set "X" cut in concrete for corner, said corner being the point of curvature of a non-tangent circular curve to the left having a radius of 1,840.00 feet and a chord that bears South 78 degrees 25 minutes 55 seconds West a distance of 210.60 feet:

THENCE Westerly, departing said common line and over and across said Lot 2A and with said curve, through a central angle of 06 degrees 33 minutes 42 seconds, an arc distance of 210.72 feet to a point (not monumented) for corner:

THENCE South 15 degrees 15 minutes 22 seconds East, continuing over and across said Lot 2A, a distance of 27.97 feet to a 1/2-inch set iron rod with blue plastic cap stamped "HALFF ESMT" for corner;

THENCE South 74 degrees 44 minutes 38 seconds West, continuing over and across said Lot 2A, a distance of 34.38 feet to a set crow's foot in concrete for corner on the east line of 24-foot wide Access Easement as recorded in Volume 2004114, Page 00058, D.R.D.C.T.;

THENCE North 19 degrees 52 minutes 29 seconds West, continuing over and across said Lot 2A and with said east line of 24-foot wide Access Easement, a distance of 27.95 feet to a point (not monumented) for corner, said corner being the point of curvature of a non-tangent circular curve to the right having a radius of 1,840.00 feet and a chord that bears South 73 degrees 49 minutes 24 seconds West a distance of 12.03 feet;

THENCE Westerly, departing said east line of 24-foot Access Easement, over and across said Lot 2A and with said curve, through a central angle of 00 degrees 22 minutes 28 seconds, an arc distance of 12.03 feet to a set "X" cut in concrete for corner on the common west line of said Lot 2A and the east line of Lot 1A of said BELTLINE-SURVEYOR VILLAGE:

**PARCEL 30E**  
**0.1353 ACRE (5,894 SQUARE FOOT)**  
**EASEMENT**  
**OUT OF**  
**LOT 2A, BLOCK 1 OF**  
**BELTLINE-SURVEYOR VILLAGE**  
**TOWN OF ADDISON, DALLAS COUNTY, TEXAS**

THENCE North 19 degrees 52 minutes 29 seconds West, with said common line, a distance of 9.02 feet to a set PK nail with shiner for the common northwest corner of said Lot 2A and the northeast corner of said Lot 1A, said corner being on said south right-of-way line of Belt Line Road, said corner also being the point of curvature of a non-tangent circular curve to the right having a radius of 1,849.00 feet and a chord that bears North 74 degrees 06 minutes 46 seconds East a distance of 31.89 feet:

THENCE Northeasterly, with said south right-of-way line of Belt Line Road and with said curve, through a central angle of 00 degrees 59 minutes 17 seconds, an arc distance of 31.89 feet to a 1/2-inch set iron rod with yellow cap stamped "HALFF" (hereinafter referred to as "with cap") for an interior "ell" corner of said Lot 2A:

THENCE North 15 degrees 23 minutes 35 seconds West, with a jog in said south right-of-way line of Belt Line Road and said north line of Lot 2A, a distance of 11.00 feet to a 1/2-inch set iron rod with cap for corner, said corner being on a non-tangent circular curve to the right having a radius of 1,860.00 feet and a chord that bears North 78 degrees 12 minutes 13 seconds East a distance of 233.36 feet:

THENCE Easterly, with said south right-of-way line of Belt Line Road and with said curve, through a central angle of 07 degrees 11 minutes 35 seconds, an arc distance of 233.51 feet to the POINT OF BEGINNING and containing 0.1353 of an acre (5,894 square feet) of land, more or less.

**NOTES:**

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

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

*[Handwritten signature]*  
03 APR  
2014



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

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

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

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

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

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

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

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

NOTES:

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

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



**PARCEL 32E**  
**0.0812 ACRE (3.536 SQUARE FOOT)**  
**UTILITY EASEMENT**  
**OUT OF**  
**MERCADO JUAREZ**  
**TOWN OF ADDISON, DALLAS COUNTY, TEXAS**

BEING a 3,536 square foot tract of land situated in the T. L. Chenoweth Survey, Abstract Number 273, Town of Addison, Dallas County, Texas, and being part of MERCADO JUAREZ, an addition to the Town of Addison, Texas, as recorded in Volume 88172, Page 1066, of the Deed Records of Dallas County, Texas (D.R.D.C.T.), said tract also being part of that tract of land described in deed to PETE H. PAPPAS, TURSTEE as recorded in Volume 2001249, Page 14586, D.R.D.C.T., and being more particularly described as follows:

BEGINNING at a 1/2-inch found iron rod with "BRITTAN" cap for the northeast corner of said MERCADO JUAREZ addition, said corner being on the south right-of-way line of Belt Line Road (a variable width right-of-way);

THENCE South 00 degrees 12 minutes 39 seconds East, with the east line of said MERCADO JUAREZ addition, a distance of 20.02 feet to a 1/2-inch set iron rod with blue plastic cap stamped "HALFF ESMT" for corner, said corner being the point of curvature of a non-tangent circular curve to the left having a radius of 1,840.00 feet, chord that bears South 84 degrees 27 minutes 57 seconds West, a distance of 176.77 feet;

THENCE Westerly, departing said east line and over and across said MERCADO JUAREZ addition, and with said curve, through a central angle of 05 degrees 30 minutes 23 seconds, an arc distance of 176.83 feet to a set "X" in concrete for corner on the common west line of said MERCADO JUAREZ addition and the east line of Lot 2A of BELTLINE-SURVEYOR VILLAGE, an addition to the Town of Addison, Texas, as recorded in Volume 2004114, Page 00058, D.R.D.C.T.;

THENCE North 00 degrees 12 minutes 39 seconds West, with said common line, a distance of 20.20 feet to a 1/2-inch found iron rod for the common northwest corner of said MERCADO JUAREZ addition and the northeast corner of said Lot 2A, and said corner being on said south right-of-way line of Belt Line Road, and also being the point of curvature of a non-tangent circular curve to the right having a radius of 1,860.00 feet, chord that bears North 84 degrees 31 minutes 25 seconds East, a distance of 176.75 feet;

THENCE Easterly, with said south right-of-way line of Belt Line Road and with said curve, through a central angle of 05 degrees 26 minutes 48 seconds, an arc distance of 176.82 feet to the POINT OF BEGINNING AND CONTAINING 0.0812 of an acre (3.536 square feet) of land, more or less.

PARCEL 32E  
0.0812 ACRE (3,536 SQUARE FOOT)  
UTILITY EASEMENT  
OUT OF  
MERCADO JUAREZ  
TOWN OF ADDISON, DALLAS COUNTY, TEXAS

NOTES:

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

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



**PARCEL 33-34-36E**  
**0.1291 ACRE (5,624 SQUARE FOOT)**  
**EASEMENT**  
**OUT OF**  
**Lot 4 of WATSON AND TAYLOR SUBDIVISION NO. 2**  
**TOWN OF ADDISON, DALLAS COUNTY, TEXAS**

BEING A 5,624 square foot tract of land situated in the D. Myers Survey, Abstract Number 923, Town of Addison, Dallas County, Texas, and being part of Lot 4 of WATSON AND TAYLOR SUBDIVISION NO. 2, an addition to the Town of Addison, as recorded in Volume 79180, Page 888 of the Deed Records, Dallas County, Texas (D.R.D.C.T.), said tract also being part of that tract of land described in deed to RPI Beltline Square, Ltd., as recorded in Instrument Number 201300007953 of the Official Public Records of Dallas County, Texas, and being more particularly described as follows:

BEGINNING at a point for southeast corner of Lot 4-A of Avis Lube, an addition to the Town of Addison as recorded in Volume 88229, Page 517 of the D.R.D.C.T. said corner being on the north right-of-way line of Belt Line Road (a variable width right-of-way), and from which point a 1/2-inch found iron rod bears North 10 degrees West 0.4 of a foot:

THENCE North 00 degrees 41 minutes 09 seconds West, with the east line of said Lot 4-A, a distance of 10.07 feet to a 1/2-inch set iron rod with blue plastic cap stamped "HALFF ESMT" (hereinafter referred to as "with easement cap") for corner, said corner being the point of curvature of a non-tangent circular curve to the right having a radius of 1,970.08 feet and a chord that bears North 86 degrees 07 minutes 06 seconds East a distance of 257.35 feet;

THENCE Northeasterly, departing said east line of Lot 4-A, over and across said Lot 4 and with said curve, through a central angle of 07 degrees 29 minutes 23 seconds, an arc distance of 257.53 feet to a 1/2-inch set iron rod with easement cap for the point of tangency;

THENCE North 89 degrees 51 minutes 48 seconds East, continuing over and across said Lot 4, a distance of 63.30 feet to a set "X" cut in concrete for corner;

THENCE North 00 degrees 20 minutes 05 seconds West, continuing over and across said Lot 4, a distance of 18.35 feet to a set PK nail with shiner stamped "HALFF" (hereinafter referred to as "with shiner") for corner;

THENCE North 44 degrees 39 minutes 55 seconds East, continuing over and across said Lot 4, a distance of 29.32 feet to a set PK nail with shiner for corner;

THENCE North 00 degrees 18 minutes 11 seconds West, continuing over and across said Lot 4, a distance of 19.81 feet to a set PK nail with shiner for corner;

THENCE Due East, continuing over and across said Lot 4, a distance of 30.05 feet to a 1/2-inch set iron rod with easement cap for corner on the west right-of-way line of Runyon Road (a 60 foot wide right-of-way):

**PARCEL 33-34-36E**  
**0.1291 ACRE (5,624 SQUARE FOOT)**  
**EASEMENT**  
**OUT OF**  
**Lot 4 of WATSON AND TAYLOR SUBDIVISION NO. 2**  
**TOWN OF ADDISON, DALLAS COUNTY, TEXAS**

THENCE South 00 degrees 06 minutes 34 seconds East, with the west right-of-way line of said Runyon Road, a distance of 38.89 feet to a 1/2-inch set iron rod with yellow plastic cap stamped "HALFF" for corner;

THENCE South 44 degrees 52 minutes 37 seconds West, departing said west right-of-way line, over and across said Lot 4, a distance of 42.44 feet to a 1/2-inch set iron rod with yellow cap stamped "HALFF" for corner on said north right-of-way line of Belt Line Road and on the south line of said Lot 4;

THENCE South 89 degrees 51 minutes 48 seconds West, with said north right-of-way line of Belt Line Road and said south line of Lot 4, a distance of 83.86 feet to a 1/2-inch found iron rod for the point of curvature of a tangent circular curve to the left having a radius of 1,960.08 feet and a chord that bears South 86 degrees 06 minutes 02 seconds West a distance of 257.26 feet;

THENCE Westerly, continuing with said north right-of-way line of Belt Line Road and with said south line of Lot 4 and with said curve, through a central angle of 07 degrees 31 minutes 32 seconds, an arc distance of 257.44 feet to the POINT OF BEGINNING and containing 0.1291 of an acre (5,624 square feet) of land, more or less.

Notes:

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

This metes & bounds description is accompanied by a survey exhibit of even date.

*[Handwritten Signature]*  
02 APR  
2014



**PARCEL 35E**  
**0.0273 ACRE (1,187 SQUARE FOOT)**  
**EASEMENT OUT OF LOT 3 OF**  
**REPLAT LOT 2R AND LOT 3 BELT LINE CENTER**  
**TOWN OF ADDISON, DALLAS COUNTY, TEXAS**

BEING a 1,187 square foot tract of land situated in the T. L. Chenoweth Survey, Abstract Number 273, Town of Addison, Dallas County, Texas, and being part of Lot 3 of REPLAT LOT 2R AND LOT 3 BELT LINE CENTER, an addition to the Town of Addison, Texas, as recorded in Volume 97060, Page 3189, of the Deed Records of Dallas County, Texas (D.R.D.C.T.), said tract also being part of that tract of land described in deed to Pete H Pappas, Trustee, as recorded in Volume 2001249, Page 15486, D.R.D.C.T., and being more particularly described as follows:

COMMENCING at a 1/2-inch found iron rod with "PACHECO" cap for the northeast corner of said Lot 3 on the south right-of-way line of Belt Line Road (a variable width right-of-way);

THENCE South 89 degrees 53 minutes 27 seconds West, with said south right-of-way line of Belt Line Road and with the north line of said Lot 3, a distance of 18.62 feet to a 1/2-inch set iron rod with blue plastic cap stamped "HALFF ESMT" (hereinafter referred to as "with easement cap") for the POINT OF BEGINNING;

THENCE South 45 degrees 06 minutes 33 seconds East, departing said south right-of-way line of Belt Line Road and said north line of Lot 3, a distance of 21.21 feet to a 1/2-inch set iron rod with easement cap for corner on the west line of a 10-foot wide utility easement as recorded in Volume 92145, Page 3641, D.R.D.C.T.;

THENCE South 00 degrees 06 minutes 33 seconds East, with said west line of a 10-foot wide Utility easement, a distance of 16.35 feet to a 1/2-inch set iron rod with easement cap for corner;

THENCE South 89 degrees 53 minutes 27 seconds West, departing said west line of a 10-foot wide Utility easement, a distance of 41.46 feet to a set "X" cut in concrete for corner;

THENCE North 00 degrees 06 minutes 33 seconds West, a distance of 31.35 feet to a 1/2-inch set iron rod with easement cap for corner on said north line of Lot 3 and said south right-of-way line of Belt Line Road;

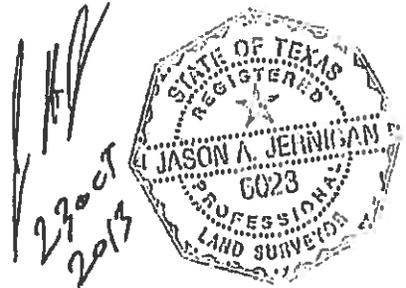
**PARCEL 35E**  
**0.0273 ACRE (1,187 SQUARE FOOT)**  
**EASEMENT OUT OF LOT 3 OF**  
**REPLAT LOT 2R AND LOT 3 BELT LINE CENTER**  
**TOWN OF ADDISON, DALLAS COUNTY, TEXAS**

THENCE North 89 degrees 53 minutes 27 seconds East, with said south right-of-way line of Belt Line Road and with said north line of Lot 3, a distance of 26.46 feet to the POINT OF BEGINNING and containing 0.0273 of an acre (1,187 square feet) of land, more or less.

**NOTES:**

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

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



**PARCEL 35R**  
**0.0063 ACRE (275 SQUARE FEET)**  
**RIGHT OF WAY**  
**OUT OF LOT 3**  
**OF**  
**REPLAT OF LOT 2R AND LOT 3**  
**BELT LINE CENTER**  
**TOWN OF ADDISON, DALLAS COUNTY, TEXAS**

BEING a 275 square foot tract of land situated in the T. L. Chenoweth Survey, Abstract Number 273, Town of Addison, Dallas County, Texas, and being part of Lot 3 of REPLAT LOT 2R AND LOT 3 BELT LINE CENTER, an addition to the Town of Addison, Texas, as recorded in Volume 97060, Page 3189 of the Deed Records of Dallas County, Texas (D.R.D.C.T.), said tract also being part of that tract of land described in deed to Pete H Pappas, Trustee, as recorded in Volume 2001249, Page 1548, D.R.D.C.T., and being more particularly described as follows:

BEGINNING at 1/2-inch found iron rod with "PACHECO" cap for the northeast corner of said Lot 3 on the south right-of-way line of Belt Line Road (a variable width right-of-way), said corner also being the beginning of a non-tangent circular curve to the right having a radius of 30.00 feet, whose chord bears South 19 degrees 08 minutes 44 seconds East, a distance of 19.57 feet;

THENCE Southerly, with said south right-of-way line of Belt Line Road and with the east line of said Lot 3 and with said curve, through a central angle of 38 degrees 04 minutes 23 seconds, an arc distance of 19.94 feet to a 1/2-inch found iron rod with cap stamped "PACHECO" for the tangency;

THENCE South 00 degrees 06 minutes 33 seconds East, departing said south right-of-way line of Belt Line Road, with said east line of Lot 3 and the west line of Lot 2A, Block a of REPLAT LOT 2A BLOCK 1, BELT LINE CENTRE, an addition to the Town of Addison, Texas, as recorded in Volume 97243, Page 00001, D.R.D.C.T., and with the west line of an Access Easement as recorded in Volume 92009, Page 3611, D.R.D.C.T., a distance of 6.50 feet to a 1/2-inch set iron rod with yellow plastic cap stamped "HALFF" (hereinafter referred to as "with cap") for corner;

THENCE North 45 degrees 06 minutes 33 seconds West, departing said east line of Lot 3 and said west line of Lot 2A and said west Access Easement line, a distance of 35.36 feet to a 1/2-inch set iron rod with cap for corner on said south right-of-way line of Belt Line Road and the north line of said Lot 3;

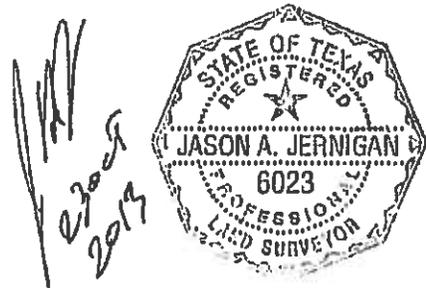
PARCEL 35R  
0.0063 ACRE (275 SQUARE FEET)  
RIGHT OF WAY  
OUT OF LOT 3  
OF  
REPLAT OF LOT 2R AND LOT 3  
BELT LINE CENTER  
TOWN OF ADDISON, DALLAS COUNTY, TEXAS

THENCE North 89 degrees 53 minutes 27 seconds East, with said south right-of-way line of Belt Line Road and with said north line of Lot 3, a distance of 18.62 feet to the POINT OF BEGINNING and containing 0.0063 of an acre (275 square feet) of land, more or less.

NOTES:

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

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



**PARCEL 36R**  
0.0103 ACRE (450 SQUARE FOOT)  
RIGHT OF WAY  
OUT OF  
Lot 4 of WATSON AND TAYLOR SUBDIVISION NO. 2  
TOWN OF ADDISON, DALLAS COUNTY, TEXAS

BEING a 450 square foot tract of land situated in the D. Myers Survey, Abstract Number 923, Town of Addison, Dallas County, Texas, and being part of Lot 4 of WATSON AND TAYLOR SUBDIVISION NO. 2, an addition to the Town of Addison, Texas, as recorded in Volume 79180, Page 888 of the Deed Records of Dallas County, Texas (D.R.D.C.T.), said tract also being part of that tract of land described in deed to RPI Beltline Square, Ltd. as recorded in Instrument Number 201300007953 of the Official Public Records of Dallas County, Texas, and being more particularly described as follows:

BEGINNING at a found "X" cut in concrete for the southeast corner of said Lot 4 at the intersection of the north right-of-way line of Belt Line Road (a variable width right-of-way) with the west right-of-way line of Runyon Road (a 60-foot wide right-of-way as dedicated by ADDISON WEST DRIVE & RUNYON ROAD, an addition to the Town of Addison, Texas, as recorded in Volume 78202, Page 879, D.R.D.C.T.);

THENCE South 89 degrees 51 minutes 48 seconds West, with said north right-of-way line of Belt Line Road and with the south line of said Lot 4, a distance of 30.00 feet to a 1/2-inch set iron rod with a yellow plastic cap stamped "HALFF" (hereinafter referred to as "with cap") for corner;

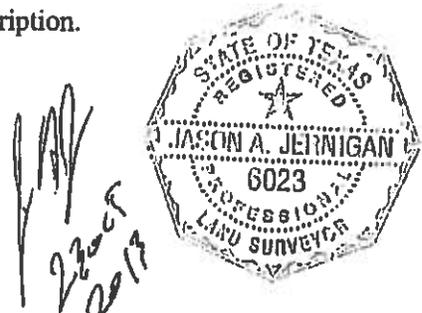
THENCE North 44 degrees 52 minutes 37 seconds East, departing said north right-of-way line of Belt Line Road and said south line of Lot 4, a distance of 42.44 feet to a 1/2-inch set iron rod with cap for corner on said west right-of-way line of Runyon Road and on the east line of said Lot 4;

THENCE South 00 degrees 06 minutes 34 seconds East, with said west right-of-way line of Runyon Road and with said east line of Lot 4, a distance of 30.00 feet to the POINT OF BEGINNING and containing 0.0103 of an acre (450 square feet) of land, more or less.

NOTES:

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

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



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

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

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

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

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

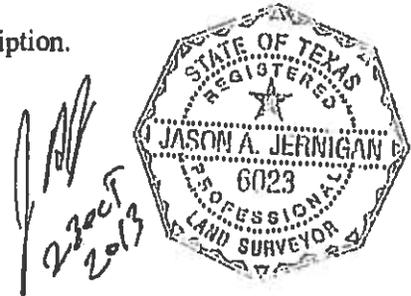
THENCE North 00 degrees 06 minutes 33 seconds West, with said east line of said Access Easement, a distance of 18.70 feet to a point for corner at the beginning of a tangent circular curve to the right having a radius of 30.00 feet, whose chord bears North 21 degrees 26 minutes 35 seconds East, a distance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

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

**NOTES:**

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

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



**PARCEL 39R**  
**0.0072 ACRE (313 SQUARE FOOT)**  
**RIGHT OF WAY**  
**OUT OF**  
**DUNCAN'S ADDITION**  
**TOWN OF ADDISON, DALLAS COUNTY, TEXAS**

BEING a 313 square foot tract of land situated in the D. Myers Survey, Abstract Number 923, Town of Addison, Dallas County, Texas, being part of DUNCAN'S ADDITION, an addition to the Town of Addison, Texas, as recorded in Volume 79058, Page 1912 of the Deed Records of Dallas County, Texas (D.R.D.C.T.), said tract also being part of that tract of land described in deed to 4101 Belt Line, Ltd. as recorded in Instrument Number 201200259545 of the Official Public Records of Dallas County, Texas, and being more particularly described as follows:

BEGINNING at a point for the southwest corner of said DUNCAN'S ADDITION at the intersection of the north right-of-way line of Belt Line Road (a variable width right-of-way) with the east right-of-way line of Runyon Road (a 60-foot wide right-of-way as dedicated by ADDISON WEST DRIVE & RUNYON ROAD, an addition to the Town of Addison recorded in Volume 78202, Page 879, D.R.D.C.T.), and from which point a found "X" cut in concrete bears North 89 degrees 51 minutes 48 seconds East a distance of 0.78 feet;

THENCE North 00 degrees 06 minutes 34 seconds West, with said east right-of-way line of Runyon Road and with the west line of said DUNCAN'S ADDITION, a distance of 25.00 feet to a 1/2-inch set iron rod with a yellow plastic cap stamped "HALFF" (hereinafter referred to as "with cap") for corner;

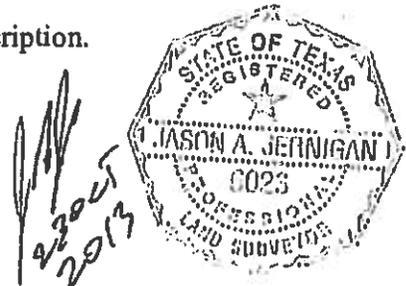
THENCE South 45 degrees 07 minutes 23 seconds East, departing said east right-of-way line of Runyon Road and said west line of DUNCAN'S ADDITION, a distance of 35.35 feet to a 1/2-inch set iron rod with cap for corner on said north right-of-way line of Belt Line Road and on the south line of said DUNCAN'S ADDITION;

THENCE South 89 degrees 51 minutes 48 seconds West, with said north right-of-way line of Belt Line Road and with said south line of DUNCAN'S ADDITION, a distance of 25.00 feet to the POINT OF BEGINNING and containing 0.0072 of an acre (313 square feet) of land, more or less.

**NOTES:**

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

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



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

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

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

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

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

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

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

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

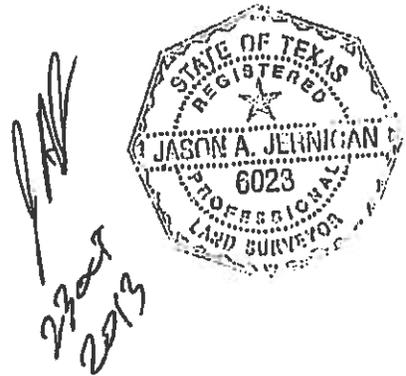
**PARCEL 42E**  
**0.0321 ACRE (1,400 SQUARE FOOT)**  
**EASEMENT OUT OF LOT 1, BLOCK A OF**  
**SAM'S CLUB ADDITION**  
**TOWN OF ADDISON, DALLAS COUNTY, TEXAS**

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

**NOTES:**

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

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



**PARCEL 43/44E**  
**0.3391 ACRE (14,773 S.F.)**  
**EASEMENT**  
**OUT OF LOT 3 AND LOT 3A, OF**  
**ADDISON WEST INDUSTRIAL PARK**  
**TOWN OF ADDISON, DALLAS COUNTY, TEXAS**

BEING a 0.3391 acre tract of land situated in the W.H. WITT SURVEY, Abstract Number 1609, and the D. MYERS SURVEY Abstract Number 923, Town of Addison, Dallas County, Texas, being part of Lot 3 and Lot 3A, ADDISON WEST INDUSTRIAL PARK, an addition to the Town of Addison, Texas, as recorded in Volume 93212, Page 6350 of the Deed Records of Dallas County, Texas (D.R.D.C.T.), said tract also being part of that tract of land described in deed to TCI Beltline, Inc, as recorded in Volume 99130, Page 05133, D.R.D.C.T., and being part of that tract of land described in deed to Beltline Realty Partners, Ltd and Rutter and Wilbanks Corporation, as recorded in Volume 2004109, Page 1532, D.R.D.C.T., and being more particularly described as follows:

BEGINNING at a 3/4-inch found iron pipe for the southwest corner of said Lot 3 and the southeast corner of that tract of land described in deed to OVP Hospitality, Inc, as recorded in Instrument No. 201000218288 of the Official Public Records of Dallas County, Texas, said corner also being on the north right-of-way line of Belt Line Road (a variable width right-of-way);

THENCE North 00 degrees 20 minutes 12 seconds West, departing said north right-of-way line of Belt Line Road and with the west line of said Lot 3 and the east line of said OVP Hospitality tract, a distance of 23.96 feet to a 1/2-inch set iron rod with blue plastic cap stamped "HALFF ESMT" (hereinafter referred to as "with easement cap") for corner;

THENCE North 89 degrees 59 minutes 37 seconds East, departing said west line of Lot 3 and said east line of OVP Hospitality tract, a distance of 426.38 feet to a set "X" cut in concrete for corner;

THENCE North 00 degrees 11 minutes 36 seconds East, a distance of 19.76 feet to a set "X" cut in concrete for corner;

THENCE South 89 degrees 52 minutes 30 seconds East, a distance of 47.56 feet to a set "X" cut in concrete for corner;

THENCE South 00 degrees 02 minutes 48 seconds West, a distance of 19.70 feet to a 1/2-inch set iron rod with easement cap for corner;

THENCE South 89 degrees 57 minutes 12 seconds East, a distance of 251.72 feet to a 1/2-inch set iron rod with easement cap for corner;

THENCE North 00 degrees 00 minutes 00 seconds East, distance of 11.29 feet to a set crow's foot in concrete for corner;

**PARCEL 43/44E**  
**0.3391 ACRE (14,773 S.F.)**  
**EASEMENT**  
**OUT OF LOT 3 AND LOT 3A, OF**  
**ADDISON WEST INDUSTRIAL PARK**  
**TOWN OF ADDISON, DALLAS COUNTY, TEXAS**

THENCE South 90 degrees 00 minutes 00 seconds East, a distance of 20.48 feet to a set "X" cut in concrete for corner on the common east line of said Lot 3A and the west line of Lot 2 of GOFF ADDITION, an addition to the Town of Addison, Texas, as recorded in Volume 80005, Page 3044, D.R.D.C.T.;

THENCE South 00 degrees 08 minutes 12 seconds East, with the common east line of said Lot 3A and the west line of said Lot 2, a distance of 33.28 feet to a found "X" cut in concrete for the southeast corner of said Lot 3A on said north right-of-way line of Belt Line Road;

THENCE South 89 degrees 52 minutes 03 seconds West, with said north right-of-way line of Belt Line Road and the south line of Lot 3A, a distance of 30.15 feet to a 1/2-inch found iron rod with "RPLS 4613" cap for corner;

THENCE North 83 degrees 51 minutes 41 seconds West, continuing with said north right-of-way line of said Belt Line Road and said south line of Lot 3A, a distance of 100.11 feet to a 1/2-inch set iron rod with easement cap for corner;

THENCE South 89 degrees 51 minutes 48 seconds West, continuing with said north right-of-way line of said Belt Line Road and said south line of Lot 3A, passing at a distance of 56.34 feet the south common corner of said Lot 3A and Lot 3, continuing with said south line of Lot 3 and said north right-of-way line of Belt Line Road, in all a total distance of 150.00 feet to a 1/2-inch set iron rod with yellow plastic cap stamped "HALFF" (hereinafter referred to as "with cap") for corner;

THENCE South 00 degrees 08 minutes 12 seconds East, continuing said the north right-of-way line of said Belt Line Road and said south line of Lot 3, a distance of 10.94 feet to a 1/2-inch set iron rod with cap for corner;

THENCE South 89 degrees 51 minutes 48 seconds West, continuing with said north right-of-way line of said Belt Line Road and said south line of Lot 3, a distance of 40.32 feet to a 1/2-inch set iron rod with easement cap for corner;

THENCE North 00 degrees 11 minutes 36 seconds East, departing said north right-of-way line of said Belt Line Road and said south line of Lot 3, a distance of 2.99 feet to a set "X" cut in concrete for corner;

THENCE North 89 degrees 59 minutes 19 seconds West, a distance of 401.75 feet to a set "X" cut in concrete for corner;

THENCE South 00 degrees 17 minutes 14 seconds East, a distance of 4.03 feet to a 1/2-inch set iron rod with easement cap for corner on said north right-of-way line of Belt Line Road and said south line of Lot 3;

PARCEL 43/44E  
0.3391 ACRE (14,773 S.F.)  
EASEMENT  
OUT OF LOT 3 AND LOT 3A, OF  
ADDISON WEST INDUSTRIAL PARK  
TOWN OF ADDISON, DALLAS COUNTY, TEXAS

THENCE South 89 degrees 51 minutes 48 seconds West, continuing with said north right-of-way line of said Belt Line Road and said south line of Lot 3, a distance of 24.44 feet the POINT OF BEGINNING and containing 0.3391 of an acre (14,773 square feet) of land, more or less.

NOTES:

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

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



**PARCEL 45E**  
**0.0213 ACRE (929 SQUARE FOOT)**  
**EASEMENT OUT OF LOT 2, BLOCK A OF**  
**SAM'S CLUB ADDITION**  
**TOWN OF ADDISON, DALLAS COUNTY, TEXAS**

BEING a 929 square foot tract of land situated in the T.L. Chenoweth Survey, Abstract Number 273, Town of Addison, Dallas County, Texas, and being part of Lot 2, Block A of SAM'S CLUB ADDITION, an addition to the Town of Addison, Texas, as recorded in Volume 92109, Page 3687 of the Deed Records of Dallas County, Texas (D.R.D.C.T.), said tract also being part of that tract of land described in deed to 4180 Belt Line, Ltd. as recorded in Volume 2002016, Page 09535, D.R.D.C.T., and being more particularly described as follows:

COMMENCING at a 5/8-inch found iron rod with "RPLS 5199" cap for the northeast corner of Lot 2 on the south right-of-way line of Belt Line Road (a variable width right-of-way);

THENCE North 89 degrees 56 minutes 33 seconds West, a distance of 27.62 feet to a 1/2-inch set iron rod with a blue plastic cap stamped "HALFF ESMT" (hereinafter referred to as "with easement cap" for the POINT OF BEGINNING;

THENCE South 00 degrees 00 minutes 00 seconds West, departing the south right-of-way line of said Belt Line Road, over and across said Lot 2, a distance of 26.23 feet to a set "X" cut in concrete for corner;

THENCE North 90 degrees 00 minutes 00 seconds West, continuing over and across said Lot 2, a distance of 35.40 feet to a set "X" cut in concrete for corner;

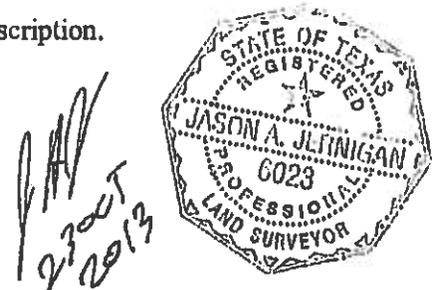
THENCE North 00 degrees 00 minutes 00 seconds East, continuing over and across said Lot 2, a distance of 26.26 feet to a 1/2-inch set iron rod with easement cap for a corner on the south right-of-way line of said Belt Line Road;

THENCE South 89 degrees 56 minutes 33 seconds East, with the south right-of-way line of said Belt Line Road, a distance of 35.40 feet to the POINT OF BEGINNING and containing 0.0213 of an acre (929 square feet) of land, more or less.

**NOTES:**

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

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



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

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

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

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

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

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

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

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

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

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

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

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

NOTES:

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

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

*[Handwritten signature]*  
23 OCT  
2013



**Combined Meeting**

**R12**

**Meeting Date:** 11/11/2014

**Council Goals:** N/A

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**AGENDA CAPTION:**

Discussion regarding the Agreement for the Operation and Management of Addison Airport between the Town and URS Energy & Construction, Inc. (URS), operator of the Addison Airport pursuant that Agreement, and the acquisition of URS by AECOM Technology Corporation.

**FINANCIAL IMPACT:**

N/A

**BACKGROUND:**

The purpose of the item is to update Council and the Council Liaisons will make a recommendation by the end of the year.

**RECOMMENDATION:**

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