

**Cause No. CC-20-03614-B**

<b>TOWN OF ADDISON, TEXAS</b>	§	<b>IN THE COUNTY COURT</b>
	§	
<b>Condemnor,</b>	§	
	§	
<b>v.</b>	§	
	§	
<b>PIEDMONT MIDWAY</b>	§	<b>AT LAW</b>
<b>PARTNERS, L.P., NATES</b>	§	
<b>SEAFOOD AND STEAKHOUSE,</b>	§	
<b>INC., and TRUIST BANK, f/k/a</b>	§	
<b>BB&amp;T, f/k/a BRANCH BANKING</b>	§	
<b>AND TRUST COMPANY,</b>	§	
	§	
<b>Condemnees.</b>	§	<b>DALLAS COUNTY, TEXAS</b>

**SETTLEMENT AGREEMENT**

1. This Agreement is entered into between the **TOWN OF ADDISON, TEXAS** ("Addison"), **PIEDMONT MIDWAY PARTNERS, L.P.** ("Piedmont") and **NATE'S SEAFOOD AND STEAKHOUSE, INC.** ("Nates") for the purpose of setting forth the terms and conditions under which Piedmont will grant and convey to Addison the right-of-way ("ROW") and temporary construction easement ("TCE") required for Addison's Midway Road Reconstruction Project (the "Project"). Conveyance of the ROW and TCE shall be made by the entry of the Agreed Judgment attached hereto as Exhibit A. Addison shall amend its pleadings in this action to reflect the revised acquisition of the ROW area and TCE being acquired in this action. In addition to the rights being acquired through the Agreed Judgment, this Agreement contains the other terms and conditions related

to the granting of the ROW and TCE and the settlement of all claims asserted or which could have been asserted by the parties in this action.

2. On or about December 15, 2020 the parties appeared at the Special Commissioners hearing in this matter. After hearing the evidence, the Commissioners made their Award in the amount of \$290,000. Piedmont timely filed and served its Objections to the Award and has asserted damages greatly in excess of the Award. By agreement, the parties have reached an Agreement to reduce the area being acquired by Addison for ROW and TCE for the Project. Although that area being acquired by Addison has been reduced, Piedmont will be required to incur substantial Cost to Cure expenses necessary to continue the use of the property as a restaurant. In addition, due to Addison's substantial revisions of the taking in this action Piedmont contends that it is entitled to recover certain expenses from Addison as provided by the Texas Property Code. The aggregate of the expenses claimed by Piedmont, along with the value of the ROW and TCE are greatly in excess of the Award. Nate's agrees that it is not entitled to receive compensation for the taking or damages related to the taking pursuant to the terms of its lease on the subject property and hereby waives any such claims.

3. In order to compromise and settle the claims in this action the parties have agreed that Piedmont shall accept the amount of the Commissioners' Award as partial settlement of its claims for compensation for the value of the ROW and

TCE, claims for cost to cure and other damages, as well as its claims for allowable expenses to which it may be entitled under the Texas Property Code. In addition, Addison has agreed to convey, and Piedmont has agreed to accept the conveyance approximately 23,522 of square feet of property owned by Addison (the “Transfer Property”) adjacent to Piedmont’s property which is the subject of this action. Addison’s conveyance of the Transfer Property shall include a title policy in favor of Piedmont and be made by execution and recording of a deed prepared by Addison and approved by Piedmont, which is attached hereto as Exhibit B. Payment of the Award, conveyance of the Transfer Property, and use of the Transfer Property as parking for Nate’s restaurant shall constitute the full consideration for the conveyance of the rights set forth in the Agreed Judgment and as full and final settlement of all claims for compensation and damages claimed or asserted by Piedmont.

4. Addison shall, at its expense, plat the Transfer Property prior to conveying it to Piedmont. Addison shall use its best reasonable efforts to accomplish the re-platting, re-zoning, and permitting of the Transfer Property and the subject property, as set forth in paragraph 5 below, within ninety (90) days of the date of this agreement. The Parties agree to cooperate in any rezoning efforts required to allow the Transfer Property to be used as parking for Nate’s restaurant. Simultaneously with the platting of the Transfer Property, Piedmont shall apply for

all permits required to allow it to use the Transfer Property as a parking lot in connection with the operation of Nate's restaurant. Addison shall reasonably cooperate in granting Piedmont's permit application, provided said applications comply with Addison's Ordinances and Codes. The simultaneous entry of the Agreed Judgment and conveyance of the Transfer Property shall occur within fourteen (14) days of the re-platting, re-zoning, and permitting of the Transfer Property.

5. In the event the Transfer Property and subject property cannot be re-platted, re-zoned, or permitted as set forth above, Piedmont may, at its option reject this settlement or accept the Transfer Property without re-platting and/or re-zoning and abide by the terms of this Settlement Agreement. In the event Piedmont chooses to reject this settlement, the parties shall not be bound by the terms of this Agreement and Addison may proceed with condemnation.

6. Piedmont on behalf of itself and its successors, heirs, and assigns does hereby release and forever discharge, Addison, its employees, council members, mayor, attorneys, insurers, contractors, subcontractors, successors, and assigns, from any and all claims, demands, obligations, losses, causes of action, costs, expenses, attorney's fees and liability of any nature whatsoever, whether known or unknown, which Piedmont has or claims to have against Addison which relate to, arise from, or are in any manner connected to the value of the rights being acquired

in this action, claims for damages, costs, attorney's fees, loss of value or impact to its property related to, or arising out of the taking of its property in this action.

7. Nate's Seafood and Steakhouse, Inc. on behalf of itself and its successors, heirs, and assigns does hereby release and forever discharge, Addison, its employees, council members, mayor, attorneys, insurers, contractors, subcontractors, successors, and assigns, from any and all claims, demands, obligations, losses, causes of action, costs, expenses, attorney's fees and liability of any nature whatsoever, whether known or unknown, which Piedmont has or claims to have against Addison which relate to, arise from, or are in any manner connected to the value of the rights being acquired in this action, claims for damages, costs, attorney's fees, loss of value or impact to its property related to, or arising out of the taking of its property in this action.

8. This Agreement contains the entire agreement of the parties and supersedes all other prior agreements among or between any of the parties. No representations were made or relied upon by any of the parties, other than those expressly set forth herein. No party or representative of a party is empowered to alter any of the terms hereof, unless done in writing and signed by the party.

9. Piedmont represents that it is the sole entity entitled to receive the consideration paid hereunder. Piedmont agrees to indemnify and hold harmless Addison against any claims, demands, or causes of action asserted against Addison

related to the subject matter of this Agreement, or the consideration paid as settlement of this action.

10. Each party hereto acknowledges that (s)he has read and understands the effect of this agreement, has been advised by counsel as to the effect of this agreement, and executes the agreement of his/her own free will and accord for the purposes and considerations set forth. Each party hereto represents and warrants that it has the authority to enter into this agreement. Each party further warrants and represents that the claims, suits, rights, and interests that are the subject matter of this agreement are owned by the party asserting same and have not been assigned, transferred or sold.

11. This Agreement shall be construed under and in accordance with the laws of the State of Texas. Each party shall pay the reasonable attorneys' fees and expenses incurred by them in this action.

12. The Parties represent and warrant that they have not relied on any promises statements, omissions or representations that are not expressly set forth in this Agreement, and that no promises, statements, or representations have been made by an Party or their agents to induce any other Party to enter into this Agreement other than those expressly set forth or referenced in this Agreement. In entering into this Agreement, the Parties have relied solely on the statements, representations, and/or warranties expressly set forth or referenced in this

Agreement, their own independent judgment, and the advice of their counsel. The Parties expressly disclaim reliance on any representations by any other Party outside of those made in writing in this Agreement.

13. This Agreement cannot be modified by an oral agreement and can only be modified or amended hereafter by written agreement signed by all Parties.

14. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall otherwise remain in full force and effect.

15. No breach of any provisions of this Agreement can be waived except in writing and signed by the waiving Party. The waiver of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other provision hereof.

16. This Agreement may be executed in any number of counterparts and by different Parties in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page by facsimile transmission shall be as effective as delivery of a manually executed counterpart.

17. If any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such

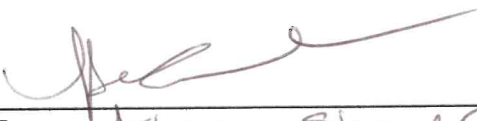
invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement shall, if possible, be construed as if such invalid, illegal, or unenforceable provision had been drafted to be valid, legal, or enforceable.

18. This Agreement contains the entire understanding and agreement among the Parties, and it supersedes any prior or contemporaneous agreements, promises, statements, understandings, or representations, oral or written. There are no agreements by the Parties to perform any further act unless expressly stated in this Agreement.

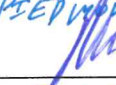
WE FURTHER STATE THAT WE HAVE CAREFULLY READ THE FOREGOING SETTLEMENT AGREEMENT AND RELEASE, AND KNOW THE CONTENTS THEREOF, AND ARE SIGNING SAME AS OUR OWN FREE ACTS.

SIGNED this \_\_\_\_\_ day of October 2022, by:

**THE TOWN OF ADDISON, TEXAS**


By:   
Name: Ashley Shroyer  
Title: Deputy City Manager

**PIEDMONT MIDWAY PARTNERS, L.P.**

BY: PIEDMONT PARTNERS, L.P., a TEXAS limited partnership  
BY: PIEDMONT CAPITAL CORPORATION, a TEXAS CORPORATION, general partner  
By:   
Name: ROBERT L. MENCKLE  
Title: VICE PRESIDENT



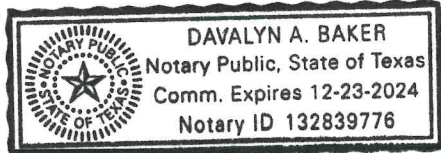
**NATES SEAFOOD & STEAKHOUSE, INC.**


By:   
Name: JONATHAN PECK  
Title: PRESIDENT

STATE OF TEXAS           §  
  §  
COUNTY OF Dallas       §

BEFORE ME, the undersigned authority, on this day personally appeared Ashley Shroyer, for and on behalf of **TOWN OF ADDISON, TEXAS**, who, being by me first duly sworn, upon oath stated that he/she has read the above and foregoing Settlement Agreement and Release, and that he/she has executed the same on behalf of Town of Addison, Texas for the consideration therein state.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 9th day of November, 2022.



  
NOTARY PUBLIC, State of Texas

My Commission Expires:

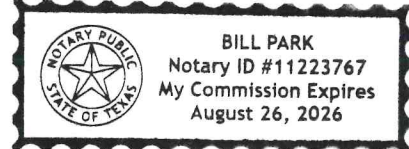
STATE OF TEXAS           §  
   §  
COUNTY OF DALLAS       §

BEFORE ME, the undersigned authority, on this day personally appeared ROBERT L. MEWCKE, for and behalf of **PIEDMONT MIDWAY PARTNERS, L.P.**, who, being by me first duly sworn, upon oath stated that he/she has read the above and foregoing Settlement Agreement and Release, and that he/she has executed the same on behalf of Piedmont Midway Partners, L.P. for the consideration therein state.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 8<sup>TH</sup> day of NOVEMBER 2022.

Bill Park  
\_\_\_\_\_  
NOTARY PUBLIC, State of Texas

My Commission Expires:

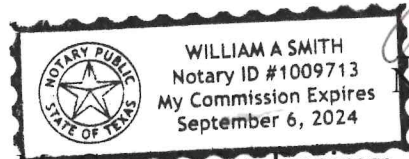


STATE OF TEXAS           §  
   §  
COUNTY OF DALLAS       §

BEFORE ME, the undersigned authority, on this day personally appeared JONATHAN PECK, for and behalf of **NATES SEAFOOD AND STEAKHOUSE, INC.**, who, being by me first duly sworn, upon oath stated that he/she has read the above and foregoing Settlement Agreement and Release, and that he/she has executed the same on behalf of Nates Seafood and Steakhouse, Inc., for the consideration therein state.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 2<sup>ND</sup> day of November 2022.

William A Smith  
\_\_\_\_\_  
NOTARY PUBLIC, State of Texas



My Commission Expires:

# **EXHIBIT A**

## **Agreed Judgment**



a result of the condemnation of the Property; and that this Court has jurisdiction of such issue and this cause of action.

## II.

From the papers filed in this cause and the agreements and stipulations made by the parties, the Court finds:

(1) Addison, as a municipal corporation, and in accordance with powers conferred upon Addison by the sovereign State of Texas, found it necessary to reconstruct and now intends to reconstruct Midway Road from the intersection of Keller Springs Road to Spring Valley Road for the public health, safety and welfare, and that the purpose of the Midway Road Reconstruction Project (hereinafter “the Project”) is to reconstruct the roadway, include median replacement, water, sewer and stormwater line replacement, sidewalk replacement meeting Americans with Disabilities Act requirements, and landscaping replacement.

(2) Through *Condemnor’s Second Amended Petition in Condemnation*, filed September 20, 2022 with the Clerk of this Court, Addison sought the acquisition of the Property from Piedmont for the Project.

(3) The Court appointed three disinterested real property owners of this County as Special Commissioners. The Special Commissioners subsequently met, took their oaths of office, set a date of hearing, and caused notice of hearing to be served as prescribed by law. The Special Commissioners held the hearing.

(4) All parties appeared at the hearing, either in person or by their attorneys, or after being served with proper notice of hearing declined to appear. After the hearing, the Special Commissioners rendered their decision and Award in writing and filed the Award with the judge of this Court.

(5) By written Award, the Special Commissioners awarded to Piedmont the sum of **TWO HUNDRED NINETY THOUSAND AND NO/100 DOLLARS (\$290,000.00)**.

(6) Piedmont timely filed an objection to the Award of Special Commissioners and caused all parties to be cited accordingly.

### III.

Piedmont, Nate's and Addison have agreed that the sum of **TWO HUNDRED NINETY THOUSAND AND NO/100 DOLLARS (\$290,000)** is the sum to which Piedmont is entitled by virtue of the condemnation of the Property on the date the Property was condemned and for damages, if any, to the remainder of Piedmont's lands lying adjacent to the Property condemned. Nate's has agreed that it will not receive any portion of the Award. Upon due consideration, the Court finds the following:

(1) All proceedings necessary to vest this Court with jurisdiction of the parties and the subject matter of this cause have been instituted, maintained, and complied with as required by law; therefore, this court has jurisdiction of the parties and of the subject matter of this cause.

(2) Piedmont is the owner in fee simple of the Property. Addison is condemning and acquiring fee simple title to 3,029 square feet of land and an additional 541 square feet for a temporary construction easement land both being described in "Exhibit A." Addison is authorized to condemn the Property.

(3) From the pleadings and agreement of the parties, Piedmont should recover from Addison the sum of **TWO HUNDRED NINETY THOUSAND AND NO/100 DOLLARS (\$290,000)**, inclusive of prejudgment interest.

(4) By agreement Nate's shall take nothing by this action.

(5) Truist Bank, f/k/a BB&T, f/k/s Branch Banking and Trust Company having been duly cited and served but having failed to answer or make an appearance shall take nothing by this action.

(6) Addison should have and recover from Piedmont fee simple title to 3,029 square feet of land and an additional 541 square feet for a temporary construction easement both described in “Exhibit A.”

(7) On December 30, 2020, Addison deposited into the Registry of the Court the sum of **TWO HUNDRED NINETY THOUSAND AND NO/100 DOLLARS (\$290,000.00)** for the use and benefit of Piedmont. On January 7, 2021, Piedmont filed *Defendant’s Motion to Withdraw Funds Deposited in the Registry of the Court*, and on February 8, 2021, the Court entered its Order to pay the full balance on deposit in the registry of the Court to be paid to Piedmont.

(6) All costs of court shall be taxed against the party incurring said costs.

IV.

It is, therefore, ORDERED that Addison is hereby granted and awarded from Piedmont fee simple title to 3,029 square feet of land as described in “Exhibit A.”

V.

It is further ORDERED that the setback and landscaping requirements applicable to Piedmont’s remaining lands shall be subject to, and governed by, Town of Addison Ordinance No. 21-16 with respect to noncompliance and deficiencies resulting from this right-of-way acquisition.

VI.

It is further ORDERED that Addison shall install landscaping after the construction along with all necessary irrigation to maintain said landscaping. Furthermore, Addison's contractor will warrant this landscaping for a period of one (1) year after construction of the Project is complete at which point Piedmont will be responsible for maintaining all landscaping thereafter.

VII.

It is further ORDERED that Addison recovers from Piedmont a 541 square foot temporary construction easement, as described in "Exhibit A," for the purpose of constructing the public facilities and improvements described herein. Addison shall take and hold the temporary construction easement for the purpose of constructing, installing and relocating utilities within the temporary construction easement for such a period of time as is required for the completion of construction of the Project, but no longer than February 28, 2023; provided however, that the actual use of the temporary construction easement by Addison shall not exceed a maximum of one hundred twenty (120) days total. Upon completion of construction, Addison shall restore the grade of the land to substantially the same condition as contemplated by the Project. Following completion of work within the temporary construction easement, Addison shall restore the land to substantially the same condition as contemplated by the Project; including the restoration of improvements, herbage, or landscaping damaged or removed by Addison within the easement or on Piedmont's remaining lands at Addison's expense. Addison may exercise its rights on, over, and across the temporary construction easement directly by its employees, contractors, and any duly authorized agent or representative.



VIII.

It is further ORDERED that Addison and its contractors shall not use any portion of the temporary construction easement for storage or staging of materials or equipment within the driveways and parking lots, or otherwise block, or impair the use of, parking lots, parking spaces, or drives during the term of the temporary construction easement.

IX.

It is further ORDERED that fee simple title to 3,029 square feet of land and an additional 541 square feet for a temporary construction easement as described in "Exhibit A" is decreed to and vested in Addison; however, there is excluded from the estate vested in Addison all of the oil, gas, sulfur, and other minerals which can be removed from the Property. The owners of such oil, gas, sulfur, or other this Judgment does not convey to Addison any rights to the oil, gas, sulphur, or other minerals shall not have any right of ingress or egress to or from the surface of the Property for the purpose of exploring, drilling, developing, or mining of the same.

X.

It is further ORDERED that Piedmont recover from Addison a judgment in the amount of **TWO HUNDRED NINETY THOUSAND AND NO/100 DOLLARS (\$290,000)** for the interests in the Property and for damages, if any, to Piedmont's remaining lands.

XI.

It is further ordered that Addison shall convey to Piedmont 23,522 square feet of property adjacent to Piedmont's property that is the subject of this action and Addison shall allow its use as parking for Nate's restaurant. It is further ordered that the existing sign located within the area acquired by Addison in this proceeding shall be allowed to encroach into Addison's area acquired in this proceeding, provided that the height of the sign is sufficient to not interfere with pedestrian

travel on the sidepath trail and provided the supporting structure or base of the sign must be located on Piedmont's property and must otherwise comply with Addison's ordinances and regulations.

XII.

It is further ORDERED that Piedmont recover from Addison a judgment in the amount of **TWO HUNDRED NINETY THOUSAND AND NO/100 DOLLARS (\$290,000)** for the interest in the Property for damages, if any, to Piedmont's remaining land. Addison having paid the above amount by dispensing the Award with the Court shall be Released and Discharged of its constitutional obligation to pay adequate compensation for the rights acquired in this action.

XIII.

It is further ORDERED that all costs of Court are hereby adjudged against the party incurring said costs.

XIV.

It is, finally, ORDERED that this judgement disposes of all parties and claims raised in this cause and is appealable. All relief not expressly granted is denied.

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

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JUDGE PRESIDING

**APPROVED AS TO SUBSTANCE AND FORM:**

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LEWIS L. ISAACKS  
Attorney for Town of Addison, Texas

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DANIEL P. TOBIN  
Attorney for Piedmont Midway Partners, LP

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ANDREW HAWKINS  
Attorney for Nate's Seafood and Steakhouse, Inc.

## EXHIBIT "A"

**EXHIBIT "A"**

**"RIGHT-OF-WAY"**

**PARCEL 12**

Being 3,450 square feet of land situated in the remainder of Tract 2, Addison Plaza, an addition to the Town of Addison, Dallas County, Texas, as filed in Volume 79069, Page 1416, Plat Records of Dallas County, Texas (P.R.D.C.T.), and being a portion of a tract of land described in deed to Piedmont Midway Partners, L.P., a Texas limited partnership, according to the deed filed in Volume 2004009, Page 6138, Deed Records of Dallas County, Texas (D.R.D.C.T.); and being more particularly described by metes and bounds as follows:

**BEGINNING** at a 1/2 inch iron rod found in the west Right-of-Way (R-O-W) line of Midway Road (variable width), at the northeast corner of the remainder of said Tract 2, also being the southeast corner of Lot 1A, Addison Plaza Addition, an addition to the Town of Addison, Dallas County, Texas, as filed in Volume 2005164, Page 94, P.R.D.C.T., and being the beginning of a curve to the left whose radius is 908.50 feet and whose long chord bears S 04°29'31" E, a distance of 19.35 feet;

**THENCE** along the east line of the remainder of said Tract 2, and along the west R-O-W line of said Midway Road, the following courses and distances;

Along said curve in a southeasterly direction through a central angle of 01°13'14", an arc length of 19.35 feet to a 1/2 inch iron rod found at the beginning of a reverse curve to the right whose radius is 891.50 feet and whose long chord bears S 03°22'36" E, a distance of 36.79 feet;

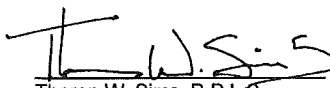
Along said curve in a southeasterly direction through a central angle of 02°21'53", an arc length of 36.79 feet to a 1/2 inch iron rod found at the end of said curve;

S 00°30'50" E, a distance of 243.85 feet to a 5/8 inch pipe found at the southeast corner of the remainder of said Tract 2, also being the northeast corner of Lot 3, Block A, Sam's Club Addition, an addition to the Town of Addison, Dallas County, Texas, as filed in Volume 92109, Page 3687, P.R.D.C.T.;

**THENCE** S 89°24'48" W, along the south line of the remainder of said Tract 2, and along the north line of said Lot 3, a distance of 11.44 feet to a 5/8 inch iron rod with cap stamped "TNP" set;

**THENCE** N 00°38'09" W, over and across the remainder of said Tract 2, a distance of 299.91 feet to a 5/8 inch iron rod with cap stamped "TNP" set in the north line of the remainder of said Tract 2, also being in the south line of said Lot 1A, from which a 1/2 inch iron rod found at the northwest corner of the remainder of said Tract 2, also being the southwest corner of said Lot 1A, and also being in the east line of Lot 2, Block A, Sam's Club Addition, an addition to the Town of Addison, Dallas County, Texas, as filed in Volume 92109, Page 3687, P.R.D.C.T., bears S 89°27'36" W, a distance of 129.03 feet;

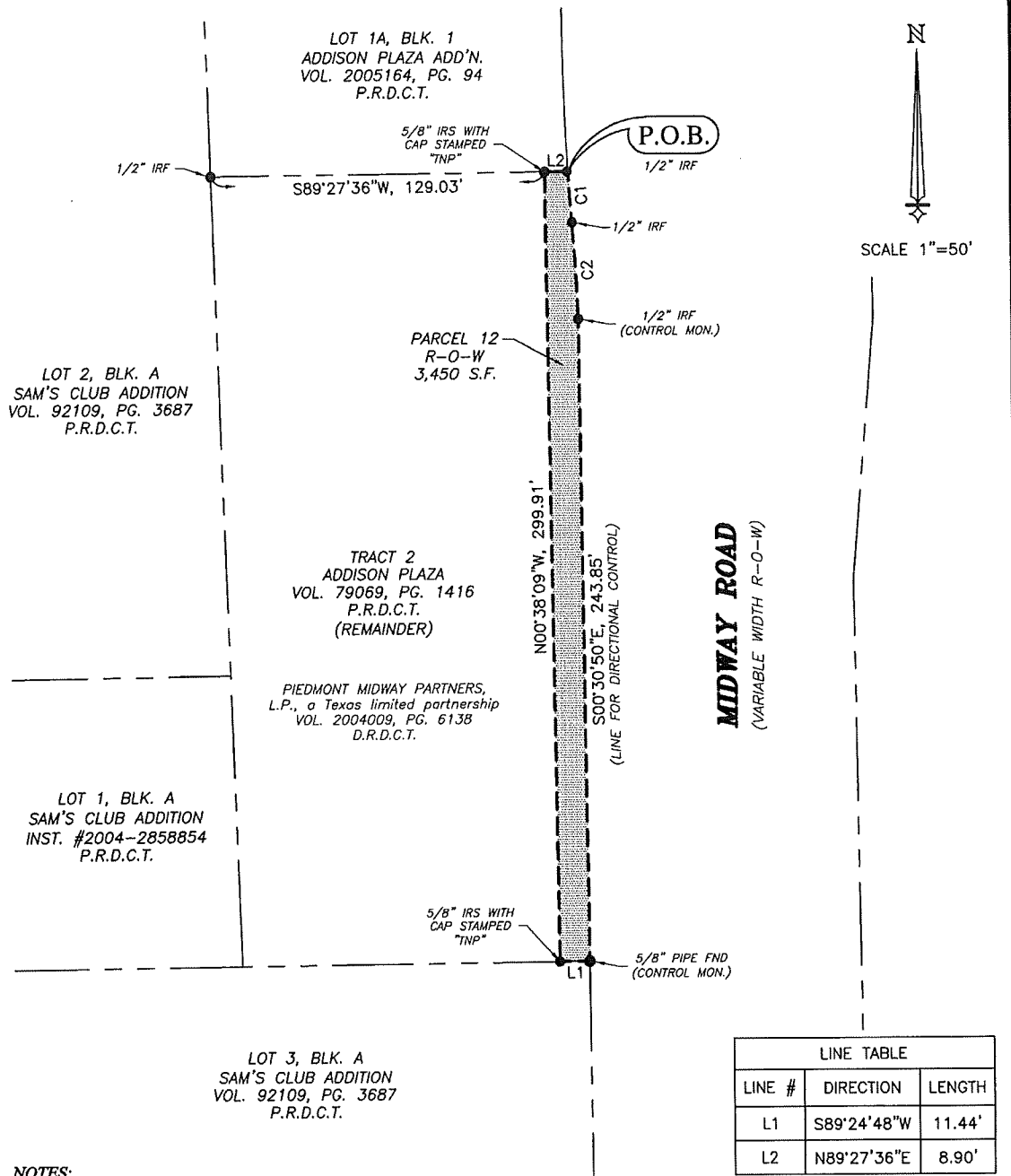
**THENCE** N 89°27'36" E, along the north line of the remainder of said Tract 2, and along the south line of said Lot 1A, a distance of 8.90 feet to the **POINT OF BEGINNING** and containing 3,450 square feet or 0.079 of an acre of land.

  
Theron W. Sims, R.P.L.S.  
Texas Registration No. 5887  
Surveyed on the ground May 16, 2022



1. Bearings of lines shown hereon refer to Grid North of the Texas Coordinate System of 1983 (North Central Zone; NAD83 (2011) Epoch 2010) as derived locally from Western Data Systems Continuously Operating Reference Stations (CORS) via Real Time Kinematic (RTK) methods. An average Combination Factor of 1.0001365060 was used to scale grid coordinates and distances to surface.

2. Integral parts of this survey:
- a. Legal Description
  - b. Sketch



N  
SCALE 1"=50'

LOT 1A, BLK. 1  
ADDISON PLAZA ADD'N.  
VOL. 2005164, PG. 94  
P.R.D.C.T.

LOT 2, BLK. A  
SAM'S CLUB ADDITION  
VOL. 92109, PG. 3687  
P.R.D.C.T.

TRACT 2  
ADDISON PLAZA  
VOL. 79069, PG. 1416  
P.R.D.C.T.  
(REMAINDER)

PIEDMONT MIDWAY PARTNERS,  
L.P., a Texas limited partnership  
VOL. 2004009, PG. 6138  
D.R.D.C.T.

LOT 1, BLK. A  
SAM'S CLUB ADDITION  
INST. #2004-2858854  
P.R.D.C.T.

LOT 3, BLK. A  
SAM'S CLUB ADDITION  
VOL. 92109, PG. 3687  
P.R.D.C.T.

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S89°24'48"W	11.44'
L2	N89°27'36"E	8.90'

- NOTES:**
- Bearings of lines shown hereon refer to Grid North of the Texas Coordinate System of 1983 (North Central Zone; NAD83 (2011) Epoch 2010) as derived locally from Western Data Systems Continuously Operating Reference Stations (CORS) via Real Time Kinematic (RTK) methods. An average Combination Factor of 1.0001365060 was used to scale grid coordinates and distances to surface.
  - Additional easements may exist and not shown.
  - Integral parts of this survey:
    - Legal Description
    - Sketch

CURVE TABLE					
CURVE#	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD
C1	19.35'	908.50'	01°13'14"	S04°29'31"E	19.35'
C2	36.79'	891.50'	02°21'53"	S03°22'36"E	36.79'

*Theron W. Sims*  
THERON W. SIMS, R.P.L.S.  
TEXAS REGISTRATION NO. 5887  
Date: May 17, 2022  
Surveyed on the ground  
May 16, 2022



**PARCEL 12  
RIGHT-OF-WAY**

Situated in the remainder of Tract 2, Addison Plaza, an addition to the Town of Addison, Dallas County, Texas, according to the plat filed in Volume 79069, Page 1416, Plat Records of Dallas County, Texas.



**teague nail & perkins**  
5237 N. Riverside Drive, Suite 100  
Fort Worth, Texas 76137  
Page 12  
817.336.5773 ph 817.332.7756 fx  
www.tnpsc.com / TBPLS Registration No. 100116-00

EXHIBIT "A"

**"TEMPORARY CONSTRUCTION EASEMENT"**

**PARCEL 12**

Being 483 square feet of land situated in the remainder of Tract 2, Addison Plaza, an addition to the Town of Addison, Dallas County, Texas, as filed in Volume 79069, Page 1416, Plat Records of Dallas County, Texas (P.R.D.C.T.), and being a portion of a tract of land described in deed to Piedmont Midway Partners, L.P., a Texas limited partnership, according to the deed filed in Volume 2004009, Page 6138, Deed Records of Dallas County, Texas (D.R.D.C.T.); and being more particularly described by metes and bounds as follows:

**COMMENCING** at a 5/8 inch iron rod set with cap stamped "TNP", at the northwest corner of a proposed R-O-W dedication, also being in the south line of Lot 1A, Block 1, Addison Plaza Addition, an addition to the Town of Addison, Dallas County, Texas, as filed in Volume 2005164, Page 94, P.R.D.C.T., and also being in the north line of the remainder of said Tract 2, from which a 1/2 inch iron rod found at the northwest corner of the remainder of said Tract 2, also being the southwest corner of said Lot 1A, and also being in the east line of Lot 2, Block A, Sam's Club Addition, an addition to the Town of Addison, Dallas County, Texas, as filed in Volume 92109, Page 3687, P.R.D.C.T., bears S 89°27'36" W, a distance of 129.03 feet;

**THENCE** S 00°38'09" E, over and across the remainder of said Tract 2, and along the west line of said proposed R-O-W dedication, a distance of 191.93 feet to the **POINT OF BEGINNING** of the hereafter described tract of land;

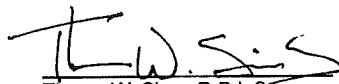
**THENCE** continuing over and across the remainder of said Tract 2, the following courses, and distances;

S 00°38'09" E, continuing along the west line of said proposed R-O-W dedication, a distance of 40.21 feet;

S 89°21'51" W, leaving said line, a distance of 12.00 feet;

N 00°38'09" W, a distance of 40.21 feet;

N 89°21'51" E, a distance of 12.00 feet to the **POINT OF BEGINNING** and containing 483 square feet or 0.011 of an acre of land.

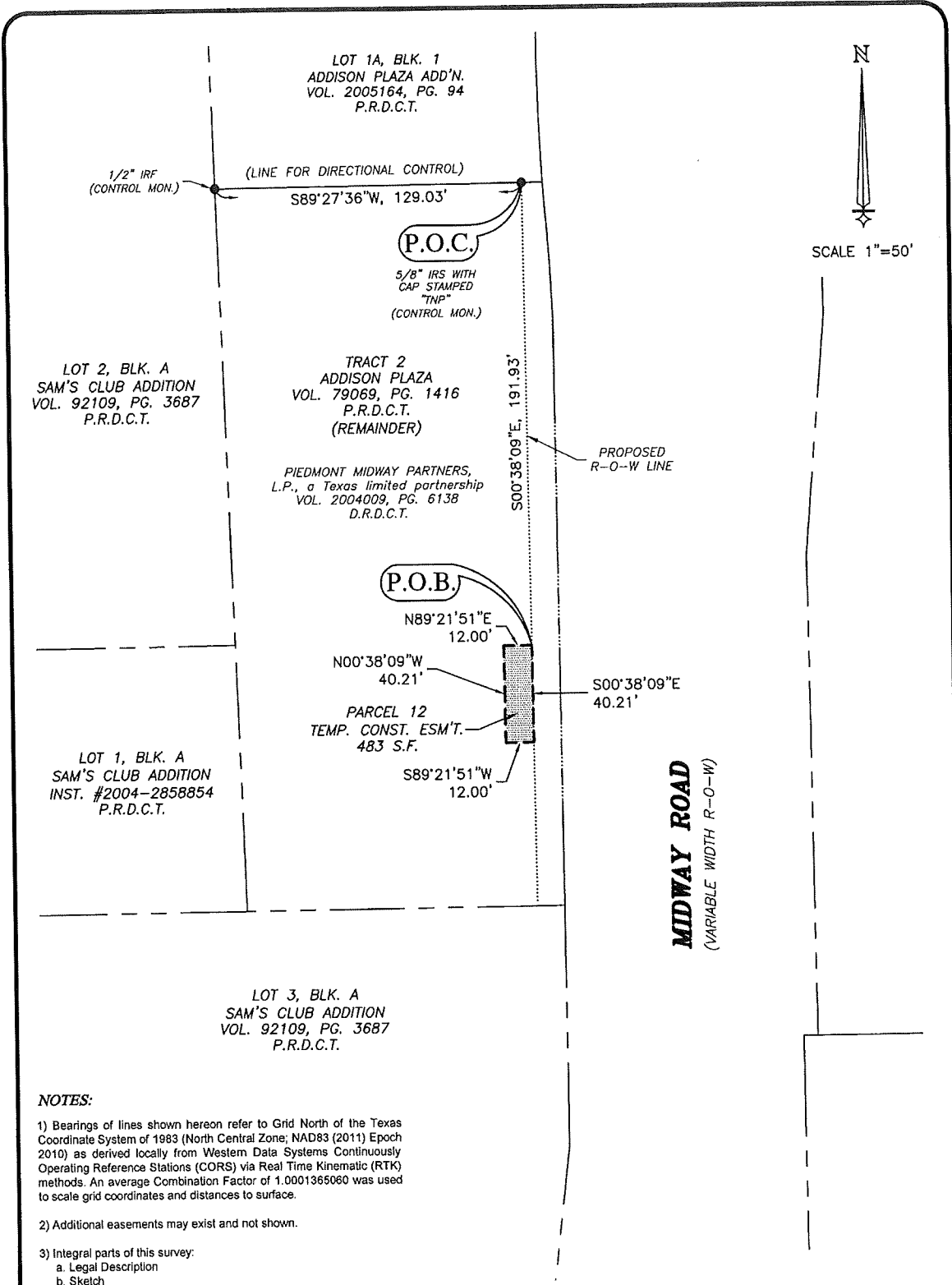
  
Date: May 17, 2022  
Theron W. Sims, R.P.L.S.  
Texas Registration No. 5887



Surveyed on the ground May 16, 2022

1. Bearings of lines shown hereon refer to Grid North of the Texas Coordinate System of 1983 (North Central Zone; NAD83 (2011) Epoch 2010) as derived locally from Western Data Systems Continuously Operating Reference Stations (CORS) via Real Time Kinematic (RTK) methods. An average Combination Factor of 1.0001365060 was used to scale grid coordinates and distances to surface.

2. Integral parts of this survey:  
a. Legal Description  
b. Sketch



**NOTES:**

- 1) Bearings of lines shown hereon refer to Grid North of the Texas Coordinate System of 1983 (North Central Zone; NAD83 (2011) Epoch 2010) as derived locally from Western Data Systems Continuously Operating Reference Stations (CORS) via Real Time Kinematic (RTK) methods. An average Combination Factor of 1.0001365060 was used to scale grid coordinates and distances to surface.
- 2) Additional easements may exist and not shown.
- 3) Integral parts of this survey:
  - a. Legal Description
  - b. Sketch

*Theron W. Sims*  
 THERON W. SIMS, R.P.L.S.  
 TEXAS REGISTRATION NO. 5887

Date: May 17, 2022  
 Surveyed on the ground  
 May 16, 2022



PARCEL 12  
**TEMPORARY  
 CONSTRUCTION EASEMENT**

Situated in the remainder of Tract 2, Addison Plaza, an addition to the Town of Addison, Dallas County, Texas, according to the plat filed in Volume 79069, Page 1416, Plat Records of Dallas County, Texas.



**teague nail & perkins**

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Page 7 of 36.5773 ph 817.332.7756 fx

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## **EXHIBIT B**

Deed