

ORDINANCE NO. 28712

An ordinance granting a private license to TC Timbercreek Associates, L.P. and RC Timber Creek Dunhill LP, to occupy, maintain, and utilize portions of Melody Lane, Eastridge Drive and Skillman Street rights-of-way located near the intersection of Eastridge Drive and Melody Lane, adjacent to City Block E/5414 within the limits hereinafter more fully described, for the purpose of installing, constructing and maintaining streetscape improvements that include landscaping, irrigation and five decorative light poles; providing for the terms and conditions of this license; providing for the one-time compensation to be paid to the City of Dallas; providing for payment of the publication fee; and providing an effective date of this license and ordinance.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DALLAS:

SECTION 1. That a private license, hereinafter referred to as "license", subject to the restrictions and conditions of this ordinance, is hereby granted to TC Timbercreek Associates, L.P., a Delaware limited partnership and RC Timber Creek Dunhill LP, a Delaware limited partnership, their successors and assigns, collectively hereinafter referred to as "**GRANTEE**" to occupy, maintain, and utilize for the purpose set out hereinbelow the tracts of land described in Exhibit A, hereinafter referred to as "licensed area" which is attached hereto and made a part hereof.

SECTION 2. That this license is granted for a term of forty (40) years, unless sooner terminated according to other terms and provisions herein contained.

SECTION 3. That **GRANTEE** shall pay to the City of Dallas the sum of **FIVE THOUSAND FOUR HUNDRED AND NO/100 (\$5,400.00) DOLLARS** for the license herein granted during the term hereof; provided, however, that the first payment due hereunder in the sum of **FIVE THOUSAND FOUR HUNDRED AND NO/100 (\$5,400.00) DOLLARS** shall become due and payable upon the final passage of this ordinance and shall be a one-time fee that covers the consideration in accordance with special fees established by Section 43-115.1 of the Dallas City Code. Such consideration shall be in addition to and exclusive of any other taxes or special assessments required by law to be paid by **GRANTEE**. Should **GRANTEE** fail to pay the above stated annual fee within sixty (60) days of the due date, the Director of Sustainable Development and

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Construction may terminate this license. All sums payable to the City of Dallas hereunder shall be paid to the City Controller of the City of Dallas and deposited in Fund 0001, Agency DEV, Org. 1180, Revenue Source 8200. In the event **GRANTEE's** check for the license fee is dishonored, **GRANTEE** shall pay to the City a processing fee of \$25.00 for each dishonored check. Additionally, all monies owed to the City under this license shall be subject to the assessment of interest at a rate of 10% a year from the day after any monies become due until it is paid in full, in accordance with Section 2-1.1 of the Dallas City Code.

SECTION 4. That the licensed area shall be used by **GRANTEE** for the following purpose under the direction of the Director of Sustainable Development and Construction of the City of Dallas: install, construct and maintain streetscape improvements that include landscaping, irrigation and five decorative light poles.

SECTION 5. That this license is subject to the provisions set forth in EXHIBIT B, attached hereto and made a part hereof.

SECTION 6. That this license is nonexclusive and is made expressly subject and subordinate to the right of the City to use the licensed area for any public purpose. The Governing Body of the City of Dallas reserves the right by resolution duly passed by said Governing body, to terminate and cancel this license upon giving **GRANTEE** sixty (60) days notice of its intent to cancel. Upon termination, all rights granted hereunder shall thereupon be considered fully terminated and cancelled and the City of Dallas shall not be held liable by reason thereof. Said resolution shall be final and shall not be subject to review by the Courts. **GRANTEE** shall have the right of cancellation upon giving the City of Dallas sixty (60) days written notice of its intention to cancel, and in either event upon the termination or cancellation by the City or **GRANTEE**, as the case may be, this license shall become null and void and **GRANTEE** or anyone claiming any rights under this instrument shall remove, to the extent required by the Director of Sustainable Development and Construction, any improvements and encroachments from the licensed area at **GRANTEE's** expense. Failure to do so shall subject **GRANTEE** to the provisions contained in EXHIBIT B, Subsection (a). All work shall be done at the sole cost of **GRANTEE** and to the satisfaction of the Director of Sustainable Development and Construction.

SECTION 7. That the license is subject to the following conditions, terms and reservations:

- a) **GRANTEE** acknowledges that Time Warner Cable retains the right of access to any remaining partial or full utility easements on the licensed area for the purpose of future construction or maintenance of existing facilities.
- b) **GRANTEE** acknowledges that ATMOS has facilities in the area. **GRANTEE** shall place landscaping so that it doesn't interfere with operation and maintenance of ATMOS facilities. **GRANTEE** is advised that ATMOS will not replace any landscaping that is disturbed for maintenance or construction in the right-of-way.
- c) **GRANTEE** acknowledges that Oncor has distribution facilities located within Melody Lane and Skillman Streets rights-of-way. **GRANTEE** shall place landscaping so that it does not interfere with the operation and maintenance of Oncor's facilities within Melody Lane and Skillman Street. **GRANTEE** shall avoid conflict with underground street lighting circuitry in the median of Skillman Street. **GRANTEE** shall ensure that trees maintain proper clearances from Oncor's overhead distribution facilities.
- d) **GRANTEE** shall tie in drains from planter boxes to the back of the inlet. Care shall be taken to minimize runoff to the sidewalks and streets. The street curb/gutter may be used to convey runoff provided the street curb/gutter does not, itself, drain into a travel lane.
- e) **GRANTEE** shall comply with the 45' x 45' visibility triangle at Melody Lane and Skillman Street.
- f) **GRANTEE** shall obtain a street cut permit from the Public Works & Transportation Department by calling 214-948-4445 at least 48 hours prior to any activity in the City's right-of-way.

SECTION 8. That this license is subject to the requirements of all other applicable City of Dallas codes and ordinances.

SECTION 9. That the license granted hereby shall not become effective until and unless **GRANTEE** files a final acceptance, in writing, to the terms and conditions of this ordinance with the Director of Sustainable Development and Construction and said written acceptance shall be forwarded to the City Secretary of the City of Dallas. In the event said written final acceptance is not filed within six (6) months after the passage of this ordinance as provided for herein, then the Director of Sustainable Development and Construction, or her designee, may terminate this license.

SECTION 10. That upon receipt of **GRANTEE's** final written acceptance, the Director of Sustainable Development and Construction, or her designee, is hereby authorized to execute a NOTICE OF LICENSE and to file same in the deed records of Dallas County, Texas. Additionally, the Director of Sustainable Development and Construction, or her designee, is hereby authorized to execute a cancellation of Notice of License upon termination by the City or **GRANTEE** and to file such cancellation of Notice of License in the deed records of Dallas County, Texas.

SECTION 11. That the terms and conditions contained in this ordinance shall be binding upon **GRANTEE**, its successors and assigns.

SECTION 12. That this license may not be assigned without prior written approval from the Director of Sustainable Development and Construction, or her designee. Such assignment shall recite that it is subject to the terms, restrictions, and conditions contained in this ordinance. The assignee shall deliver evidence of ownership of property abutting the licensed area, and a copy of the assignment, along with the assignee's written acceptance of the provisions of this ordinance, to the Director of Sustainable Development and Construction within 10 days of such assignment; said assignment and written acceptance shall be forwarded to the City Secretary of the City of Dallas. Should **GRANTEE** fail to obtain prior written approval for assignment of this license or fail to provide the City of Dallas with the required written acceptance and a copy of the assignment, the Director of Sustainable Development and Construction, or her designee, may terminate this license.

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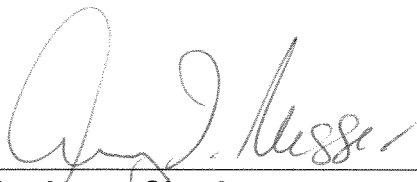
SECTION 13. That the City Secretary is hereby authorized and directed to certify a copy of this ordinance for recordation in the Deed Records of Dallas County, Texas, which certified copy shall be delivered to the Director of Sustainable Development and Construction, or her designee. Upon receipt of the fee for the year 2012, an acceptable certificate of insurance, and the fee for publishing this ordinance which **GRANTEE** shall likewise pay, the Director of Sustainable Development and Construction, or her designee, shall deliver to **GRANTEE** the certified copy of this ordinance. The Director of Sustainable Development and Construction, or her designee, shall be the sole source for receiving certified copies of this ordinance for one year after its passage.

SECTION 14. This ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so ordained.

APPROVED AS TO FORM:
THOMAS P. PERKINS, JR.
City Attorney

THERESA O'DONNELL
Director of Sustainable Development
and Construction

BY


Assistant City Attorney

BY


Assistant Director

Passed AUG 08 2012 .

28712

Exhibit A - Tract 1

121922

LICENSE AGREEMENT
SKILLMAN STREET, ADJACENT TO
LOT 4 AND LOT 2, BLOCK E/5414
AMENDING PLAT MINOR TIMBER CREEK CROSSING ADDITION
BBB&C RAILROAD SURVEY, ABSTRACT NO. 191
CITY OF DALLAS, DALLAS COUNTY, TEXAS

BEING a 4,813 square foot (0.1105 acre) tract of land situated in the BBB&C Railroad Survey, Abstract Number 191, City of Dallas, Dallas County, Texas, and being part of Skillman Street (a variable width right-of-way) by street reservation by plat of TIMBERCREEK, an addition to the City of Dallas recorded in Volume 74218, Page 1652, Deed Records of Dallas County, Texas (D.R.D.C.T.) and by Judgment No. 100909-A in favor of the City of Dallas recorded in Volume 54, Pages 95-115, County Court At Law No. 1, said 4,813 square foot tract adjoining City of Dallas Block E/5414, said 4,813 square foot tract also adjoining that tract of land described in Special Warranty Deed to TC TIMBERCREEK ASSOCIATES, LP recorded in Instrument No. 20070289328, Official Public Records of Dallas County, Texas (O.P.R.D.C.T.), said deeded tract platted as Amending Plat Minor Timber Creek Crossing Addition, an addition to the City of Dallas recorded in Instrument No. 201100040408, O.P.R.D.C.T., said 4,813 square foot tract being more particularly described as follows:

BEGINNING at a 3-inch found aluminum disk stamped "TIMBER CREEK CROSSING ADDITION BLOCK E/5414 HALFF" on the northwesterly right-of-way line of said Skillman Street for the south corner of Common Area "A", Block E/5414 of said Amending Plat Minor Timber Creek Crossing Addition and most easterly corner of Lot 4, Block E/5414 of said Amending Plat Minor Timber Creek Crossing Addition;

THENCE South 30 degrees 34 minutes 43 seconds East, departing said northwesterly right-of-way line and in said Skillman Street, at a distance of 20.00 feet passing the southeasterly line of said street reservation, and continuing in said Skillman Street for a total distance of 29.69 feet to a point for corner;

THENCE South 59 degrees 33 minutes 23 seconds West, continuing in said Skillman Street, a distance of 62.94 feet to a point for corner;

THENCE South 56 degrees 51 minutes 00 seconds West, continuing in said Skillman Street, a distance of 85.02 feet to a point for the beginning of a non-tangent curve to the right having a radius of 30.00 feet, whose chord bears North 69 degrees 31 minutes 40 seconds West a distance of 34.10 feet;

THENCE Westerly, continuing in said Skillman Street, at an arc distance of 16.74 feet passing the southeasterly line of said street reservation, and continuing in said Skillman Street through a central angle of 69 degrees 15 minutes 25 seconds, in all a total arc distance of 36.26 feet to a point for corner;

DBF
09-20-2011
SPRG No. 2200

Page 1 of 3
City Drawing No. 230-2
LA-4.docx
July, 2011

28712

121922

**LICENSE AGREEMENT
SKILLMAN STREET, ADJACENT TO
LOT 4 AND LOT 2, BLOCK E/5414
AMENDING PLAT MINOR TIMBER CREEK CROSSING ADDITION
BBB&C RAILROAD SURVEY, ABSTRACT NO. 191
CITY OF DALLAS, DALLAS COUNTY, TEXAS**

THENCE North 34 degrees 53 minutes 57 seconds West, continuing in said Skillman Street, a distance of 1.95 feet to a point for corner on the common southeasterly line of Lot 2, Block E/5414 of said Amending Plat Minor Timber Creek Crossing Addition and said northwesterly right-of-way line of Skillman Street, said point being on a curve to the right having a radius of 2,934.79 feet, whose chord bears North 57 degrees 45 minutes 59 seconds East, a distance of 169.53 feet, said curve being non-tangent to the last described course;

THENCE Northeasterly, along said common line and along said curve, passing at an arc distance of 24.41 feet a 1/2-inch found iron rod with a yellow plastic cap stamped "HALFF" for the common easterly corner of Lot 2 and south corner of said Lot 4, Block E/5414, and continuing through a central angle of 03 degrees 18 minutes 36 seconds, in all a total arc distance of 169.55 feet to the POINT OF BEGINNING AND CONTAINING 4,813 square feet or 0.1105 acres of land, more or less.

Basis of bearings is South 77 degrees 13 minutes 22 seconds East, the North line of that tract of land described in deed to Alliance PP Limited Partnership recorded in Volume 2004223, Page 1465, O.P.R.D.C.T.

I, Gary W. Matthews, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that this Survey correctly reflects the location of the property lines and other matters of record shown. This map is the result of an on-the-ground Survey, conducted by me or under my supervision during the month of July, 2011.

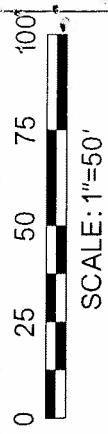


Gary W. Matthews
7-5-2011

DBF
09-20-2011
SPRG No. 2200

28712

121922



COMMON AREA "A"
INST # 200900197331
INST # 201100040408
O.P.R.D.C.T.

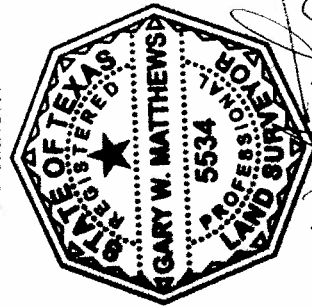
POINT OF
BEGINNING

RESERVED FOR STREET
VOL. 74218, PG. 1652
D.R.D.C.T.

LOT 4, BLOCK E/5414
AMENDING PLAT MINOR
TIMBER CREEK CROSSING ADDN.
INST # 201100040408
O.P.R.D.C.T.

TC TIMBERCREEK ASSOCIATES, LP
(OWNER)
INST # 20070289328
O.P.R.D.C.T.

LOT 2, BLOCK E/5414
AMENDING PLAT MINOR
TIMBER CREEK CROSSING ADDN.
INST # 201100040408
O.P.R.D.C.T.



Amy W. Matthews
7-5-2011

1/2" FIR
W/ CAP
(C.M.)

$\Delta = 69'15'25''$ (RT)
 $R = 30.00'$
 $T = 20.72'$
 $L = 36.26'$
 $CL = 34.10'$
 $CB = N69'31'40''W$

$\Delta = 03'18'36''$ (RT)
 $R = 2,934.79'$
 $T = 84.80'$
 $L = 169.55'$
 $CL = 169.53'$
 $CB = N57'45'59''E$

LICENSE AGREEMENT
4,813 SQ.FT. OR 0.1105 ACRES

SKILLMAN STREET
(VARIABLE WIDTH ROW)
JUDGMENT NO. 100909-4
COUNTY COURT AT LAW NO. 1
VOL. 54 PG. 95-115

LOT 1J,
BLOCK C/5414
SKILLMAN-EASTRIDGE, LTD.
INST # 200600030226
O.P.R.D.C.T.

LOT 1H,
BLOCK C/5417

DBF
09.20.2011
SPRG No. 2200

LEGEND

- 1/2" FIR WITH PLASTIC CAP STAMPED "HALFF"
- 3-INCH FOUND ALUMINUM DISK STAMPED "TIMBER CREEK CROSSING ADDITION"
- BLOCK E/5414 HALFF
- CONTROLLING MONUMENT
- O.P.R.D.C.T. OFFICIAL PUBLIC RECORDS OF DALLAS COUNTY, TEXAS
- INST # INSTRUMENT NUMBER

Notes:

- 1) Basis of Bearing is the North line of the deed described to Alliance PP Limited Partnership (being South 77'13'22" East), as recorded in Volume 2004223, Page 1465, Official Public Records of Dallas County, Texas (O.P.R.D.C.T.).
- 2) Controlling Monuments are shown on Amending Plat Minor Timber Creek Crossing Addition, Instrument Number 201100040408, Official Public Records of Dallas County, Texas.

LICENSE AGREEMENT
SKILLMAN STREET, ADJACENT TO
LOT 4 AND LOT 2, BLOCK E/5414
AMENDING PLAT MINOR TIMBER
CREEK CROSSING ADDITION
BBB&C RAILROAD CO. SURVEY,
ABSTRACT NO. 191
CITY OF DALLAS, DALLAS COUNTY, TEXAS
CITY DRAWING NUMBER 230-2
DATE: JULY, 2011 AVO: 23532



1201 NORTH BOWSER ROAD
RICHARDSON, TEXAS 75081
(214) 346-6200

28712**Exhibit A - Tract 2****LICENSE AGREEMENT****121922**

**MELODY LANE, ADJACENT TO
COMMON AREA "B", RETAIL COMMONS BOULEVARD AND
LOT 1, BLOCK E/5414
AMENDING PLAT MINOR TIMBER CREEK CROSSING ADDITION
BBB&C RAILROAD SURVEY, ABSTRACT NO. 191
CITY OF DALLAS, DALLAS COUNTY, TEXAS**

BEING a 6,783 square foot (0.1557 acre) tract of land situated in the BBB&C Railroad Survey, Abstract Number 191, City of Dallas, Dallas County, Texas, and being part of Melody Lane (formerly known as Maud Street, a 60 foot wide right-of-way), a public right-of-way described in Judgment No. 94484-D to City of Dallas recorded in Volume 1751, Page 372, Deed Records of Dallas County, Texas (D.R.D.C.T.) and Ratification And Approval recorded in by Volume 1735, Page 548, D.R.D.C.T., said 6,783 square foot tract adjoining City of Dallas Block E/5414, said 6,783 square foot tract also adjoining that tract of land described in Special Warranty Deed to TC TIMBERCREEK ASSOCIATES, LP recorded in Instrument No. 20070289328, Official Public Records of Dallas County, Texas (O.P.R.D.C.T.), said deeded tract platted as Amending Plat Minor Timber Creek Crossing Addition, an addition to the City of Dallas recorded in Instrument No. 201100040408, O.P.R.D.C.T., said 6,783 square foot tract being more particularly described as follows:

BEGINNING at a 1/2-inch found iron rod with a yellow plastic cap stamped "HALFF" (hereinafter referred to as with cap) for the common northeasterly corner of Lot 1 of said Amending Plat Minor Timber Creek Crossing Addition and northwest corner of Common Area "B" of said Amending Plat Minor Timber Creek Crossing Addition, said point being on the south right-of-way line of said Melody Lane;

THENCE North 77 degrees 13 minutes 22 seconds West, along said south right-of-way line of Melody Lane and north line of said Lot 1, a distance of 5.81 feet to a point for the beginning of a non-tangent curve to the right having a radius of 50.00 feet, whose chord bears North 79 degrees 48 minutes 19 seconds East a distance of 26.80 feet;

THENCE Northeasterly, departing said north line of Lot 1, in said Melody Lane and along said curve, through a central angle of 31 degrees 05 minutes 44 seconds, an arc distance of 27.14 feet to a point for corner;

THENCE South 77 degrees 14 minutes 40 seconds East, continuing in said Melody Lane, a distance of 618.91 feet to a point for the beginning of a non-tangent curve to the right having a radius of 25.70 feet, whose chord bears South 34 degrees 11 minutes 31 seconds East a distance of 15.67 feet;

THENCE Southeasterly, continuing in said Melody Lane and along said curve, through a central angle of 35 degrees 30 minutes 26 seconds, an arc distance of 15.93 feet to a point for corner in said common south right-of-way line of Melody Lane and north line of Retail Commons Boulevard (a private drive, not a dedicated street right-of-way);

DBF

09-20-2011

SPRG No. 2199

28712

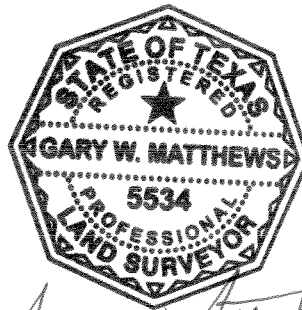
121922

**LICENSE AGREEMENT
MELODY LANE, ADJACENT TO
COMMON AREA "B", RETAIL COMMONS BOULEVARD AND
LOT 1, BLOCK E/5414
AMENDING PLAT MINOR TIMBER CREEK CROSSING ADDITION
BBB&C RAILROAD SURVEY, ABSTRACT NO. 191
CITY OF DALLAS, DALLAS COUNTY, TEXAS**

THENCE North 77 degrees 13 minutes 22 seconds West, along said south right-of-way line of Melody Lane and along said north line of said Retail Commons Boulevard, passing at a distance of 35.02 feet a 1/2-inch found iron rod with cap for a common northeasterly corner of said Common Area "B", Block E/5414 and northwesterly corner of said Retail Commons Boulevard, and departing said north line of Retail Commons Boulevard and along said north line of Common Area "B" and said south right-of-way line of Melody Lane, in all a total distance of 649.24 feet to the POINT OF BEGINNING AND CONTAINING 6,783 square feet or 0.1557 acres of land, more or less.

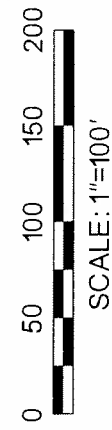
Basis of bearings is South 77 degrees 13 minutes 22 seconds East, the North line of that tract of land described in deed to Alliance PP Limited Partnership recorded in Volume 2004223, Page 1465 O.P.R.D.C.T.

I, Gary W. Matthews, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that this Survey correctly reflects the location of the property lines and other matters of record shown. This map is the result of an on-the-ground survey, conducted by me or under my supervision during the month of July, 2011.



Gary W. Matthews
7-5-2011

DBF
09.20.2011
SPRG No. 2199



LOT 1, BLOCK A/5217
MELODY RIDGE ADDITION
VOL. 71024, PG. 2143
D.R.D.C.T.

$\Delta = 31'05'44''$ (RT)
 $R = 50.00'$
 $T = 13.91'$
 $L = 27.14'$
 $CL = 26.80'$
 $CB = N79'48'19''E$

LOT 1, BLOCK 11/5217
SUNSET ISLE NO. 2 ADDITION
VOL. 70184, PG. 1979
D.R.D.C.T.

LOT 1, BLOCK 12/5217
NAPPER ADDITION
VOL. 70250, PG. 2016
D.R.D.C.T.

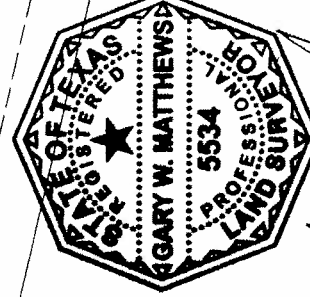
LICENSE AGREEMENT
6,783 SQ.FT. OR 0.1557 ACRES

MELODY LANE
(60' R.O.W.)

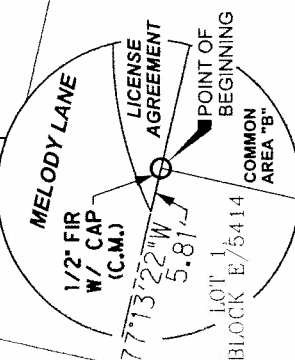
$\Delta = 35'30'26''$ (RT)
 $R = 25.70'$
 $T = 8.23'$
 $L = 15.93'$
 $CL = 15.67'$
 $CB = S34'11'31''E$

JUDGEMENT NO. 94484-D
VOL. 1751, PG. 372
D.R.D.C.T.

COMMON AREA "B"
INST #200900197331
INST #201100040408
O.P.R.D.C.T.



LOT 1, BLOCK E/5414
AMENDING PLAT MINOR
TIMBER CREEK CROSSING ADDN.
INST #201100040408
(OWNER)
TC TIMBERCREEK ASSOCIATES, LP
INST #200702839328
O.P.R.D.C.T.



DBF
09-20-2011
SPRC No. 2198

LEGEND

- 1/2" FIR W/ CAP WITH PLASTIC CAP STAMPED "HALFF"
- C.M. CONTROLLING MONUMENT
- N.M. NOT MONUMENTED
- O.P.R.D.C.T. OFFICIAL PUBLIC RECORDS OF DALLAS COUNTY, TEXAS
- D.R.D.C.T. DEED RECORDS OF DALLAS COUNTY, TEXAS
- INST # INSTRUMENT NUMBER

- Notes:
- 1) Basis of Bearing is the North line of the deed described to Alliance PP Limited Partnership (being South 77'13'22" East), as recorded in Volume 2004223, Page 1465, Official Public Records of Dallas County, Texas (D.R.D.C.T.).
 - 2) Controlling Monuments are shown on Amending Plat Minor Timber Creek Crossing Addition, Instrument Number 201100040408, Official Public Records of Dallas County, Texas.

LICENSE AGREEMENT
MELODY LANE, ADJACENT TO
COMMON AREA "B", RETAIL COMMONS
BOULEVARD AND LOT 1, BLOCK E/5414
AMENDING PLAT MINOR TIMBER CREEK
CROSSING ADDITION
BBB&C RAILROAD CO. SURVEY,
ABSTRACT NO. 191
CITY OF DALLAS, DALLAS COUNTY, TEXAS
CITY DRAWING NUMBER 230-1
DATE: JULY, 2011 AVO: 23532

HALFF
1201 NORTH BOWSER ROAD
RICHARDSON, TEXAS 75081
(214) 346-6200

28712

**LICENSE AGREEMENT
MELODY LANE AND EASTRIDGE DRIVE,
ADJACENT TO COMMON AREA "A" AND
RETAIL COMMONS BOULEVARD
BLOCK E/5414**

Exhibit A – Tract 3
121922

**AMENDING PLAT MINOR TIMBER CREEK CROSSING ADDITION
BBB&C RAILROAD SURVEY, ABSTRACT NO. 191
CITY OF DALLAS, DALLAS COUNTY, TEXAS**

BEING an 18,297 square foot (0.4200 acre) tract of land situated in the BBB&C Railroad Survey, Abstract Number 191, City of Dallas, Dallas County, Texas, and being part of Melody Lane (formerly known as Maud Street, a 60 foot wide right-of-way), a public right-of-way described in Judgment No. 94484-D to the City of Dallas recorded in Volume 1751, Page 372, Deed Records of Dallas County, Texas (D.R.D.C.T.) and by Ratification and Approval recorded in Volume 1735, Page 548, D.R.D.C.T., and also being part of Deed of Correction and Plats recorded in Volume 1801, Page 94, D.R.D.C.T., said 18,297 square foot tract adjoining City of Dallas Block E/5414, said 18,297 square foot tract also adjoining that tract of land described in Special Warranty Deed to TC TIMBERCREEK ASSOCIATES, LP recorded in Instrument No. 20070289328, Official Public Records of Dallas County, Texas (O.P.R.D.C.T.), said deeded tract platted as Amending Plat Minor Timber Creek Crossing Addition, an addition to the City of Dallas recorded in Instrument No. 201100040408, O.P.R.D.C.T., said 18,297 square foot tract being more particularly described as follows:

BEGINNING at a 1/2-inch found iron rod with a yellow plastic cap stamped "HALFF" (hereinafter referred to as "with cap") on the south right-of-way line of said Melody Lane for the most northerly northeast corner of Common Area "A" of said Amending Plat Minor Timber Creek Crossing Addition;

THENCE North 77 degrees 13 minutes 23 seconds West, along the common north line of said Common Area "A" and said south right-of-way line, passing at a distance of 970.30 feet a 1/2-inch found iron rod with cap for the common northwesterly corner of Common Area "A" of said Amending Plat Minor Timber Creek Crossing Addition and a northeasterly corner of Retail Commons Boulevard, and departing the last described common line and along the common north line of said Retail Commons Boulevard and said south right-of-way line, in all a total distance of 1,015.13 feet to a point for corner on said common line, said point also being the point of curvature of a non-tangent circular curve to the right having a radius of 21.20 feet, whose chord bears North 72 degrees 05 minutes 50 seconds East, a distance of 21.16 feet;

THENCE Northeasterly, in said Melody Lane and along said curve, through a central angle of 59 degrees 52 minutes 27 seconds, an arc distance of 22.15 feet to a point for corner;

THENCE South 77 degrees 08 minutes 27 seconds East, continuing in said Melody Lane, a distance of 596.97 feet to a point for corner;

THENCE South 79 degrees 39 minutes 12 seconds East, continuing in said Melody Lane, a distance of 100.69 feet to a point for corner;

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09-20-2011
SPRG No. 2197

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**LICENSE AGREEMENT
MELODY LANE AND Eastridge Drive,
ADJACENT TO COMMON AREA "A" AND
RETAIL COMMONS BOULEVARD
BLOCK E/5414
AMENDING PLAT MINOR TIMBER CREEK CROSSING ADDITION
BBB&C RAILROAD SURVEY, ABSTRACT NO. 191
CITY OF DALLAS, DALLAS COUNTY, TEXAS**

THENCE South 83 degrees 41 minutes 36 seconds East, continuing in said Melody Lane, a distance of 68.46 feet to a point for corner;

THENCE South 88 degrees 29 minutes 20 seconds East, continuing in said Melody Lane, at a distance of 41.32 feet passing the common north line of said Ratification and Approval and south line of said Judgment No. 94484-D, and continuing in said Melody Lane, at a cumulative distance of 194.88 feet passing the common north line of said Judgment No. 94484-D and south line of said Deed of Corrections and Plats, same being the south line of Eastridge Drive at this point, and departing said Melody Lane and in said Eastridge Drive, in all a total distance of 209.56 feet to a point for corner;

THENCE South 09 degrees 33 minutes 16 seconds East, continuing in said Eastridge Drive, at a distance of 3.10 feet passing the common south line of said Deed of Corrections and Plats, same being the south line of said Deed of Corrections and Plats same being the south line of Eastridge Drive at this point, and north line of said Judgment No. 94484-D, and departing said Eastridge Drive and in said Melody Lane, in all a total distance of 67.96 feet to the POINT OF BEGINNING AND CONTAINING 18,297 square feet or 0.4200 acres of land, more or less.

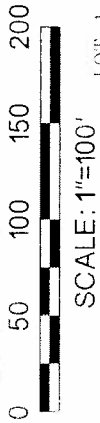
Basis of bearings is South 77 degrees 13 minutes 22 seconds East, the North line of that tract of land described in deed to Alliance PP Limited Partnership recorded in Volume 2004223, Page 1465, O.P.R.D.C.T.

I, Gary W. Matthews, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that this Survey correctly reflects the location of the property lines and other matters of record shown. This map is the result of an on-the-ground Survey, conducted by me or under my supervision during the month of July, 2011.



Gary W. Matthews
7-5-2011

DBF
09.20.2011
SPRG No. 2197



LOT 1, BLOCK 12/5217
NAPPER ADDITION
VOL. 70250 PG. 2016
D.R.D.C.T.

$\Delta = 59^{\circ}52'27''$ (RT)
 $R = 21.20'$
 $T = 12.21'$
 $L = 22.15'$
 $CL = 21.16'$
 $CB = N72^{\circ}05'50''E$
 $N77^{\circ}13'23''W$
 $\Delta = 44.83'$

NESSEL DEVELOPMENT XI, LLC
INST. #20080321738
D.R.D.C.T.
(UNPLAINTED)

BB&C RAILROAD CO. SURVEY,
ABSTRACT NO. 191

LOT 3, BLOCK 13/5217
REGENCY PARK GARDENS, L.P.
INST. #200600388639
D.R.D.C.T.

COMMON AREA "B"
INST. # 200900197331
O.P.R.D.C.T.

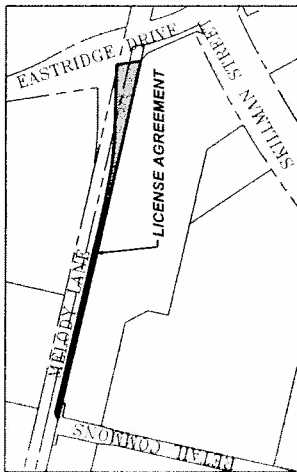
LOT 1, BLOCK E/5414
AMENDING PLAT MINOR
TIMBER CREEK CROSSING ADDN.
INST. #201100040408

RATIFICATION
AND APPROVAL
VOL. 1735 PG. 548
D.R.D.C.T.

COMMON AREA "A"
INST. #200900197331
INST. #201100040408
O.P.R.D.C.T.

LOT 2, BLOCK E/5414
AMENDING PLAT MINOR
TIMBER CREEK CROSSING ADDN.
INST. #201100040408
O.P.R.D.C.T.

TC TIMBERCREEK ASSOCIATES, LP
(OWNER)
INST. #20070289328
O.P.R.D.C.T.



DBF
09-10-2011
SPRG No. 2197

LEGEND
1/2" FIR W/ CAP WITH PLASTIC CAP STAMPED "HALFF"
C.M. CONTROLLING MONUMENT
O.P.R.D.C.T. OFFICIAL PUBLIC RECORDS OF DALLAS COUNTY, TEXAS
D.R.D.C.T. DEED RECORDS OF DALLAS COUNTY, TEXAS
INST. # INSTRUMENT NUMBER

Notes:

- 1) Basis of Bearing is the North line of the deed described to Alliance PP Limited Partnership (being South 77°13'22" East), as recorded in Volume 2004223, Page 1465, Official Public Records of Dallas County, Texas (O.P.R.D.C.T.).
- 2) Controlling Monuments are shown on Amending Plat Minor Timber Creek Crossing Addition, Instrument Number 201100040408, Official Public Records of Dallas County, Texas.

LICENSE AGREEMENT
MELODY LANE AND EASTRIDGE DRIVE,
ADJACENT TO COMMON AREA "A" AND
RETAIL COMMONS BOULEVARD
BLOCK E/5414

AMENDING PLAT MINOR TIMBER CREEK CROSSING ADDITION
BB&C RAILROAD CO. SURVEY,
ABSTRACT NO. 191
CITY OF DALLAS, DALLAS COUNTY, TEXAS
CITY DRAWING NUMBER 230-1
DATE: JULY, 2011 AVO: 23532



1201 NORTH BOWSER ROAD
RICHARDSON, TEXAS 75081
(214) 346-6200

28712

Match Line, See Page 4 of 4

LICENSE AGREEMENT
18,297 SQ.FT. OR 0.4200 ACRES

RETAIL COMMONS BLVD
(PRIVATE DRIVE)

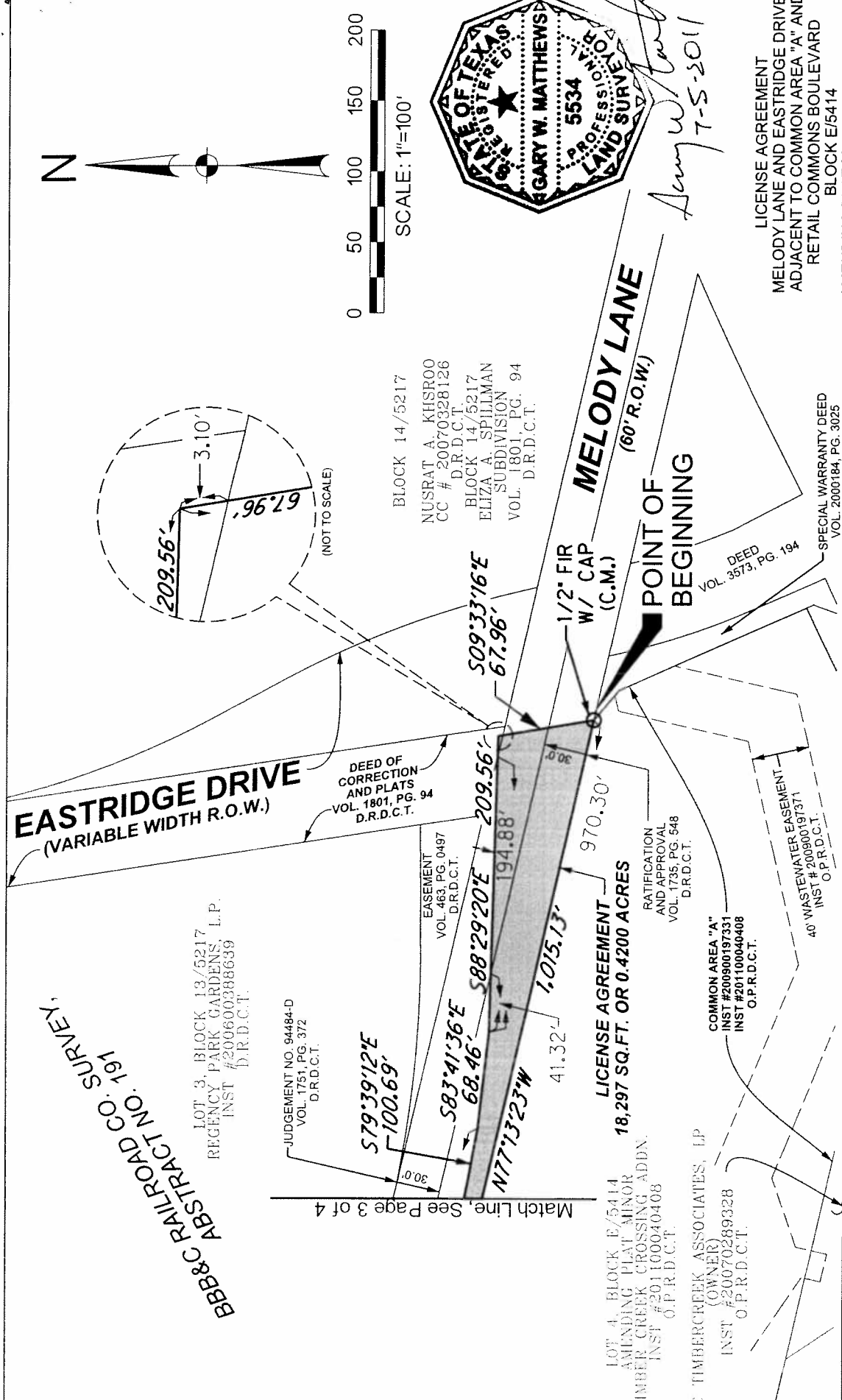
JUDGEMENT NO. 94484-D
VOL. 1751 PG. 372
D.R.D.C.T.

579°39'12"E
100.69'
596.97'
1,015.13'

40' WASTEWATER EASEMENT
INST. #200900197331
O.P.R.D.C.T.

28713

121922



DBF
09.20.2011
SPRG No. 2197

LEGEND

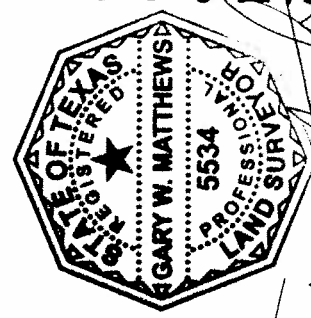
- 1/2" FIR W/ CAP WITH PLASTIC CAP STAMPED "HALFF"
- C.M. CONTROLLING MONUMENT
- O.P.R.D.C.T. OFFICIAL PUBLIC RECORDS OF DALLAS COUNTY, TEXAS
- D.R.D.C.T. DEED RECORDS OF DALLAS COUNTY, TEXAS
- INST # INSTRUMENT NUMBER

LICENSE AGREEMENT
MELODY LANE AND EASTRIDGE DRIVE,
ADJACENT TO COMMON AREA "A" AND
RETAIL COMMONS BOULEVARD
BLOCK E/5414
AMENDING PLAT MINOR TIMBER CREEK
CROSSING ADDITION
BBB&C RAILROAD CO. SURVEY,
ABSTRACT NO. 191
CITY OF DALLAS, DALLAS COUNTY, TEXAS
CITY DRAWING NUMBER 230-1
DATE: JULY, 2011 AVO: 23532



1201 NORTH BOWSER ROAD
RICHARDSON, TEXAS 75081
(214) 346-6200

- Notes:
- 1) Basis of Bearing is the North line of the deed described to Alliance PP Limited Partnership (being South 77°13'22" East), as recorded in Volume 2004223, Page 1465, Official Public Records of Dallas County, Texas (O.P.R.D.C.T.).
 - 2) Controlling Monuments are shown on Amending Plat Minor Timber Creek Crossing Addition, Instrument Number 201100040408, Official Public Records of Dallas County, Texas.



Aug 7-5-2011

28712

121922

**LICENSE AGREEMENT
MELODY LANE, ADJACENT TO
COMMON AREA "C", BLOCK E/5414
AMENDING PLAT MINOR
TIMBER CREEK CROSSING ADDITION
BBB&C RAILROAD SURVEY, ABSTRACT NO. 191
CITY OF DALLAS, DALLAS COUNTY, TEXAS**

Exhibit A-Tract 4

BEING a 1,112 square foot (0.0255 acre) tract of land situated in the BBB&C Railroad Survey, Abstract Number 191, City of Dallas, Dallas County, Texas, and being part of Melody Lane (formerly known as Maud Street, a 60 foot wide right-of-way), a public right-of-way described in Judgment No. 94484-D to the City of Dallas recorded in Volume 1751, Page 372, Deed Records of Dallas County, Texas (D.R.D.C.T.), and Ratification and Approval recorded in Volume 1735, Page 548, D.R.D.C.T., said 1,112 square foot tract adjoining City of Dallas Block E/5414, said 1,112 square foot tract also adjoining that tract of land described in Special Warranty Deed to TC TIMBERCREEK ASSOCIATES, LP recorded in Instrument No. 20070289328, Official Public Records of Dallas County, Texas (O.P.R.D.C.T.), said deeded tract platted as Amending Plat Minor Timber Creek Crossing Addition, an addition to the City of Dallas recorded in Instrument No. 201100040408, O.P.R.D.C.T., said 1,112 square foot tract being more particularly described as follows:

BEGINNING at a 1/2-inch found iron rod for the northwest corner of Common Area "C" of said Amending Plat Minor Timber Creek Crossing Addition, said point also being on the south right-of-way line of said Melody Lane, said point also being a northeast corner of Block K/5414 of Woodleaf Apartments, an addition to the City of Dallas recorded in Volume 77118, Page 15, D.R.D.C.T.;

THENCE North 12 degrees 47 minutes 22 seconds East, departing said south right-of-way line of Melody Lane and north line of said Common Area "C" and in said Melody Lane, a distance of 10.74 feet to a point for corner;

THENCE South 76 degrees 58 minutes 27 seconds East, continuing in said Melody Lane, a distance of 94.80 feet to a point for the beginning of a non-tangent curve to the right having a radius of 26.15 feet, whose chord bears South 45 degrees 48 minutes 50 seconds East a distance of 19.82 feet;

THENCE Southeasterly, continuing in said Melody Lane and along said curve, through a central angle of 44 degrees 32 minutes 00 seconds, an arc distance of 20.33 feet to a point for corner on the common north line of Common Area "C" of said Block E/5414 and said south right-of-way line of Melody Lane, from which point an "X" cut found in concrete for the common northeast corner of said Common Area "C" and a northwesterly corner of Lot 1 of said Block E/5414 bears South 77 degrees 13 minutes 22 seconds East, a distance of 6.78 feet;

DBF
09.20.2011
SPRG No. 2198

Page 1 of 3
City of Dallas Drawing 230-1
LA-1.docx
July, 2011

28712

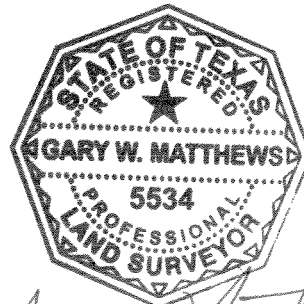
121922

**LICENSE AGREEMENT
MELODY LANE, ADJACENT TO
COMMON AREA "C", BLOCK E/5414
AMENDING PLAT MINOR
TIMBER CREEK CROSSING ADDITION
BBB&C RAILROAD SURVEY, ABSTRACT NO. 191
CITY OF DALLAS, DALLAS COUNTY, TEXAS**

THENCE North 77 degrees 13 minutes 22 seconds West, along said common line, a distance of 111.71 feet to the POINT OF BEGINNING AND CONTAINING 1,112 square feet or 0.0255 acres of land, more or less.

Basis of bearings is South 77 degrees 13 minutes 22 seconds East, the North line of that tract of land described in deed to Alliance PP Limited Partnership recorded in Volume 2004223, Page 1465, O.P.R.D.C.T.

I, Gary W. Matthews, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that this Survey correctly reflects the location of the property lines and other matters of record shown. This map is the result of an on-the-ground Survey, conducted by me or under my supervision during the month of July, 2011.

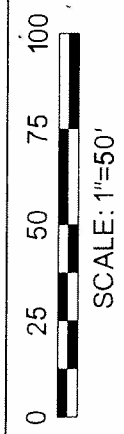


Gary W. Matthews
7-5-2011

DBF
09-20-2011
SPRG No. 2198

28712

121922

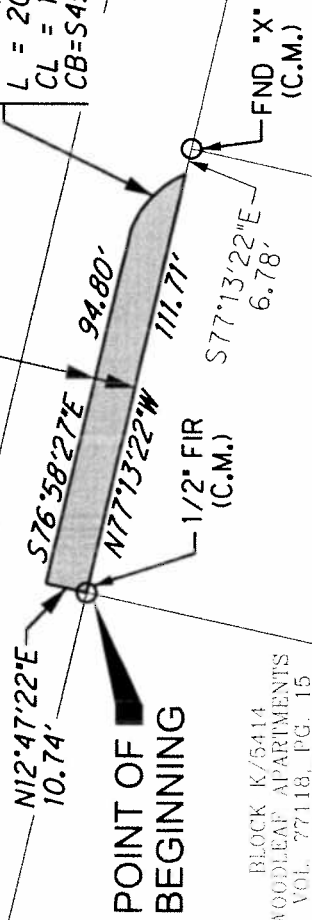


LOT 1, BLOCK 11/5217
SUNSET ISLE NO. 2 ADDITION
VOL. 70184, PG. 1979
D.R.D.C.T.

$\Delta = 44^{\circ}32'00''$ (RT)
 $R = 26.15'$
 $T = 10.71'$
 $L = 20.33'$
 $CL = 19.82'$
 $CB = S45^{\circ}48'50''E$

LOT 1, BLOCK A/5217
MELODY RIDGE ADDITION
VOL. 71024, PG. 2143
D.R.D.C.T.

LICENSE AGREEMENT
1,112 SQ. FT. OR 0.0255 AC.

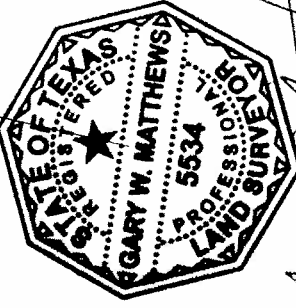


BLOCK K/5414
WOODLEAF APARTMENTS
VOL. 77118, PG. 15
D.R.D.C.T.

AEP MELODY, LLC
INST # 20080030882
D.R.D.C.T.

COMMON AREA "C"
INST #200900197331
INST #201100040408
O.P.R.D.C.T.

COMMON AREA "B"
INST #200900197331
INST #201100040408
O.P.R.D.C.T.



Gary W. Matthews
7-5-2011

40' WASTEWATER EASEMENT
INST #201100040408
O.P.R.D.C.T.

LOT 1, BLOCK E/5414
AMENDING PLAT MINOR
TIMBER CREEK CROSSING ADDN.
INST #201100040408
O.P.R.D.C.T.

(OWNER)
TC TIMBERCREEK ASSOCIATES, LP
INST #20070289328
O.P.R.D.C.T.

BBB&C RAILROAD CO. 191 SURVEY
ABSTRACT NO. 191

LICENSE AGREEMENT
MELODY LANE
BLOCK E/5414
AMENDING PLAT MINOR
TIMBER CREEK CROSSING ADDITION
BBB&C RAILROAD CO. SURVEY,
ABSTRACT NO. 191
CITY OF DALLAS, DALLAS COUNTY, TEXAS
CITY DRAWING NUMBER 230-1
DATE: JULY, 2011 AVO: 23532

1/2" FIR 1/2-INCH FOUND IRON ROD
FND "X" FOUND "X" CUT IN CONCRETE
C.M. CONTROLLING MONUMENT
O.P.R.D.C.T. OFFICIAL PUBLIC RECORDS OF DALLAS COUNTY, TEXAS
D.R.D.C.T. DEED RECORDS OF DALLAS COUNTY, TEXAS
INST # INSTRUMENT NUMBER

LEGEND

DBF
09.20.2011
SPRG No. 2198



1201 NORTH BOWSER ROAD
RICHARDSON, TEXAS 75081
(214) 346-6200

Notes:
1) Basis of Bearing is the North line of the deed described to Alliance PP Limited Partnership (being South 77°13'22" East), as recorded in Volume 2004223, Page 1465, Official Public Records of Dallas County, Texas (O.P.R.D.C.T.).
2) Controlling Monuments are shown on Amending Plat Minor Timber Creek Crossing Addition, Instrument Number 201100040408, Official Public Records of Dallas County, Texas.

28712**LICENSE AGREEMENT**

Exhibit A-Tract 5

**SKILLMAN STREET, ADJACENT TO
COMMON AREA "E" AND LOT 2, BLOCK E/5414
AMENDING PLAT MINOR TIMBER CREEK CROSSING ADDITION
BBB&C RAILROAD SURVEY, ABSTRACT NO. 191
CITY OF DALLAS, DALLAS COUNTY, TEXAS**

121922

BEING a 7,299 square foot (0.1676 acre) tract of land situated in the BBB&C Railroad Survey, Abstract Number 191, City of Dallas, Dallas County, Texas, and being part of Skillman Street (a variable width public right-of-way) by street reservation by plat of TIMBERCREEK, an addition to the City of Dallas recorded in Volume 74218, Page 1652, Deed Records of Dallas County, Texas (D.R.D.C.T.) and by Judgment No. 100909-A in favor of the City of Dallas recorded in Volume 54, Pages 95-115, County Court At Law No. 1, said 7,299 square foot tract adjoining City of Dallas Block E/5414, said 7,299 square foot tract also adjoining that tract of land described in Special Warranty Deed to TC TIMBERCREEK ASSOCIATES, LP recorded in Instrument No. 20070289328, Official Public Records of Dallas County, Texas (O.P.R.D.C.T.), said deeded tract platted as Amending Plat Minor Timber Creek Crossing Addition, an addition to the City of Dallas recorded in Instrument No. 201100040408, O.P.R.D.C.T., said 7,299 square foot tract being more particularly described as follows:

BEGINNING at a 1/2-inch found iron rod with a plastic cap stamped "HALFF" on the curving common northwesterly right-of-way line of said Skillman Street and the southeasterly line of Lot 2, Block E/5414 of said Amending Plat Minor Timber Creek Crossing Addition, said curve having a radius of 2,934.79 feet and a chord which bears North 52 degrees 38 minutes 55 seconds East a distance of 294.61 feet;

THENCE Northeasterly, along said common line and said curve, through a central angle of 05 degrees 45 minutes 15 seconds, an arc distance of 294.74 feet to a point for corner on said common northwesterly right-of-way line of said Skillman Street and southeasterly line of said Lot 2, from which point a 3-inch found aluminum disk stamped "TIMBER CREEK CROSSING ADDITION BLOCK E/5414 HALFF" for a southerly corner of Lot 4, Block E/5414 of said Amending Plat Minor Timber Creek Crossing Addition bears North 56 degrees 03 minutes 24 seconds East a distance of 54.42 feet;

THENCE South 34 degrees 53 minutes 57 seconds East, departing said common line and in said Skillman Street, a distance of 1.48 feet to the point of curvature of a tangent circular curve to the right having a radius of 30.00 feet, whose chord bears South 00 degrees 53 minutes 11 seconds East a distance of 33.56 feet;

THENCE Southeasterly, continuing in said Skillman Street and along said curve, passing at an arc distance of 19.91 feet the southeasterly line of said street reservation, and continuing in said Skillman Street and along said curve, through a central angle of 68 degrees 01 minute 33 seconds, in all a total arc distance of 35.62 feet to a point for corner;

THENCE South 56 degrees 47 minutes 20 seconds West, continuing in said Skillman Street, a distance of 140.63 feet to a point for corner;

DBF
09.20.2011
SPRG No. 2201

**LICENSE AGREEMENT
SKILLMAN STREET, ADJACENT TO
COMMON AREA "E" AND LOT 2, BLOCK E/5414
AMENDING PLAT MINOR TIMBER CREEK CROSSING ADDITION
BBB&C RAILROAD SURVEY, ABSTRACT NO. 191
CITY OF DALLAS, DALLAS COUNTY, TEXAS**

THENCE South 57 degrees 21 minutes 34 seconds West, continuing in said Skillman Street, a distance of 21.35 feet to a point for corner on the southeast line of said street reservation;

THENCE South 53 degrees 34 minutes 02 seconds West, departing said southeast line and continuing in said Skillman Street, a distance of 21.35 feet to a point for corner;

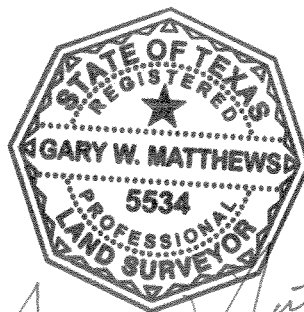
THENCE South 50 degrees 34 minutes 12 seconds West, continuing in said Skillman Street, a distance of 93.39 feet to the point of curvature of a non-tangent circular curve to the right having a radius of 31.24 feet, whose chord bears South 80 degrees 48 minutes 08 seconds West a distance of 37.44 feet;

THENCE Southwesterly, continuing in said Skillman Street and along said curve, through a central angle of 73 degrees 37 minutes 52 seconds, an arc distance of 40.14 feet to a point for corner on the common southeasterly line of Common Area "E" of Block E/5414 and northwesterly right-of-way line of Skillman Street for the end of said curve, said point being on a non-tangent circular curve to the right having a radius of 2,934.79 feet, whose chord bears North 49 degrees 25 minutes 58 seconds East a distance of 34.68 feet;

THENCE Northeasterly, along said common northwesterly right-of-way line of said Skillman Street and southeasterly line of said Common Area "E" and along said curve, through a central angle of 00 degrees 40 minutes 38 seconds, an arc distance of 34.68 feet to the POINT OF BEGINNING AND CONTAINING 7,299 square feet or 0.1676 acres of land, more or less.

Basis of bearings is South 77 degrees 13 minutes 22 seconds East, the North line of that tract of land described in deed to Alliance PP Limited Partnership recorded in Volume 2004223, Page 1465, O.P.R.D.C.T.

I, Gary W. Matthews, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that this Survey correctly reflects the location of the property lines and other matters of record shown. This map is the result of an on-the-ground Survey, conducted by me or under my supervision during the month of July, 2011.



Gary W. Matthews
7-5-2011

DBF
09.20.2011
SPRG No. 2201



28712

**LICENSE AGREEMENT
SKILLMAN STREET, ADJACENT TO
COMMON AREA "D", COMMON AREA "E" AND LOT 3, BLOCK E/5414
AMENDING PLAT MINOR TIMBER CREEK CROSSING ADDITION
AND LOT 5A, BLOCK E/5414
TIMBER CREEK CROSSING ADDITION NO. 2
BBB&C RAILROAD SURVEY, ABSTRACT NO. 191
CITY OF DALLAS, DALLAS COUNTY, TEXAS**

Exhibit A – Tract

121922

BEING a 7,748 square foot (0.1779 acre) tract of land situated in the BBB&C Railroad Survey, Abstract Number 191, City of Dallas, Dallas County, Texas, and being part of Skillman Street (a variable width right-of-way) by street reservation by plat of TIMBERCREEK, an addition to the City of Dallas recorded in Volume 74218, Page 1652, Deed Records of Dallas County, Texas (D.R.D.C.T.) and by Judgment No. 100909-A in favor of the City of Dallas recorded in Volume 54, Pages 95-115, County Court At Law No. 1, said 7,748 square foot tract adjoining City of Dallas Block E/5414, said 7,748 square foot tract also adjoining that tract of land described in Special Warranty Deed to TC TIMBERCREEK ASSOCIATES, LP recorded in Instrument No. 20070289328, Official Public Records of Dallas County, Texas (O.P.R.D.C.T.), said deeded tract platted as Amending Plat Minor Timber Creek Crossing Addition, an addition to the City of Dallas recorded in Instrument No. 201100040408, O.P.R.D.C.T., with a part of said deeded tract subsequently replatted as Timber Creek Crossing Addition No. 2, an addition to the City of Dallas recorded in Instrument Number 201100114348, O.P.R.D.C.T., said 7,748 square foot tract being more particularly described as follows:

BEGINNING at a 1/2-inch found iron rod with a yellow plastic cap stamped "HALFF" (hereinafter referred to as "with cap") for corner on the common northwesterly right-of-way line of said Skillman Street and southeasterly line of Lot 5A, Block E/5414 of said Timber Creek Crossing Addition No. 2, said point being on a circular curve to the right having a radius of 2,934.79 feet, whose chord bears North 45 degrees 16 minutes 14 seconds East a distance of 304.60 feet;

THENCE Northeasterly, along said common line and along said curve, passing at an arc distance of 167.24 feet a 1/2-inch found iron rod with cap for the common most easterly corner of Lot 5A of said Timber Creek Crossing Addition No. 2 and southerly corner of Common Area "D" of said Amending Plat Minor Timber Creek Crossing Addition, same being the most easterly corner of said Timber Creek Crossing Addition No. 2, and departing the last described common line and along the common southeasterly line of Common Area "D" of said Amending Plat Minor Timber Creek Crossing Addition and northwesterly right-of-way line of said Skillman Street, passing at a cumulative arc distance of 249.66 feet a 1/2-inch found iron rod with cap for the common most easterly corner of said Common Area "D" and most southerly corner of said Lot 3, and departing the last described common line and along the common southeasterly line of Lot 3 of said Amending Plat Minor Timber Creek Crossing Addition and northwesterly right-of-way line of said Skillman Street, passing at a cumulative arc distance of 270.04 feet a 1/2-inch found iron rod with cap for the common most easterly corner of said Lot 3 and most southerly corner of said Common Area "E", and departing the last described common line and along the common southeasterly line of Common Area "E" of said Amending Plat Minor Timber Creek Crossing Addition and northwesterly right-of-way line of said Skillman Street through a central angle of 05 degrees 56 minutes 58 seconds, in all a total arc distance of 304.74 feet to a point for corner on the common northwesterly right-of-way line of said Skillman Street and southeasterly line of said Common Area "E";

THENCE South 40 degrees 12 minutes 19 seconds East, departing said common line and in said Skillman Street, a distance of 2.47 feet to the point of curvature of a non-tangent circular curve to the right having a radius of 30.00 feet, whose chord bears South 14 degrees 24 minutes 43 seconds East a distance of 24.77 feet;

DBF

09.20.2011

SPRG No. 2202

28712

121922

LICENSE AGREEMENT
SKILLMAN STREET, ADJACENT TO
COMMON AREA "D", COMMON AREA "E" AND LOT 3, BLOCK E/5414
AMENDING PLAT MINOR TIMBER CREEK CROSSING ADDITION
AND LOT 5A, BLOCK E/5414
TIMBER CREEK CROSSING ADDITION NO. 2
BBB&C RAILROAD SURVEY, ABSTRACT NO. 191
CITY OF DALLAS, DALLAS COUNTY, TEXAS

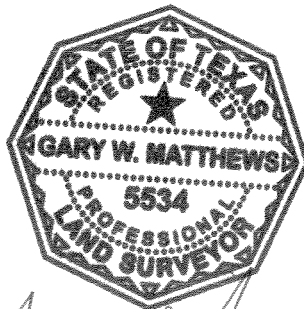
THENCE Southeasterly, continuing in said Skillman Street and along said curve, at an arc distance of 19.14 feet passing the southeasterly line of said street reservation, and continuing in said Skillman Street and along said curve, through a central angle of 48 degrees 45 minutes 40 seconds, in all a total arc distance of 25.53 feet to a point for corner;

THENCE South 45 degrees 33 minutes 09 seconds West, continuing in said Skillman Street, a distance of 290.74 feet to a point for corner;

THENCE North 47 degrees 42 minutes 14 seconds West, continuing in said Skillman Street, a distance of 22.44 feet to the POINT OF BEGINNING AND CONTAINING 7,748 square feet or 0.1779 acres of land, more or less.

Basis of bearings is South 77 degrees 13 minutes 22 seconds East, the north line of that tract of land described in deed to Alliance PP Limited Partnership recorded in Volume 2004223, Page 1465, O.P.R.D.C.T.).

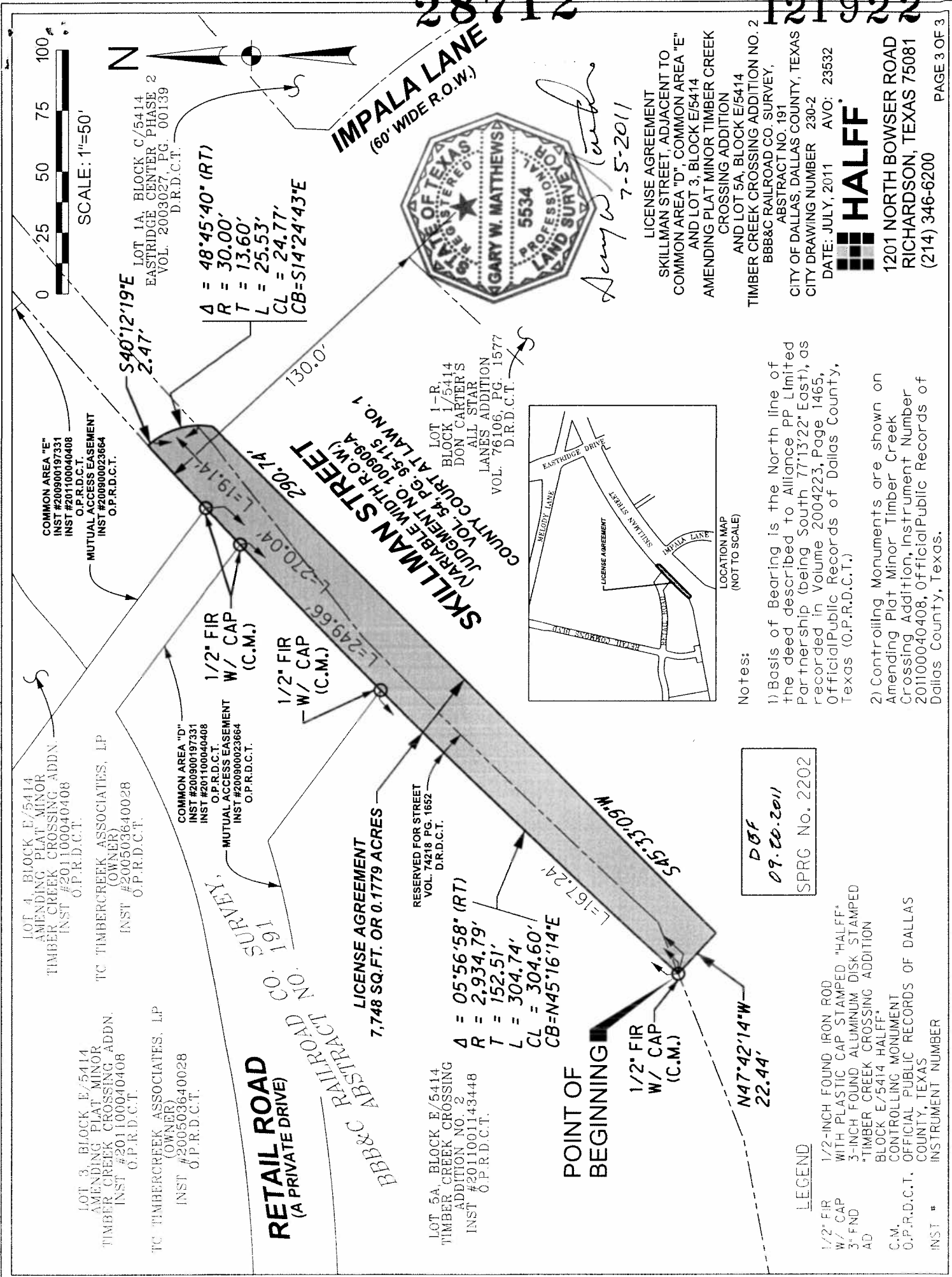
I, Gary W. Matthews, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that this Survey correctly reflects the location of the property lines and other matters of record shown. This map is the result of an on-the-ground Survey, conducted by me or under my supervision during the month of July, 2011.



Gary W. Matthews
7-5-2011

PBF
09-20-2011
SPRG No. 2202

Page 2 of 3
City of Dallas Drawing 230-2
LA-6.docx
July, 2011



**EXHIBIT B
COMMERCIAL ENTITY
ADDITIONAL LICENSE PROVISIONS**

That this license is granted subject to the following additional conditions, terms and reservations:

- (a) That at such time as this license is terminated or canceled for any reason whatsoever, **GRANTEE**, upon orders issued by the City acting through the Director of Sustainable Development and Construction, or designee, shall remove all installations, improvements and appurtenances owned by it situated in, under or attached to the licensed area, and shall restore the premises to its former condition in accordance with the requirements of the Director of Sustainable Development and Construction at the sole cost of **GRANTEE**. In the event, upon termination of this license, **GRANTEE** shall fail to remove its installations, improvements and appurtenances and to restore the licensed area in compliance with orders issued by City, or such work is not done to the satisfaction of the Director of Sustainable Development and Construction, then in either event the City shall have the right to do all work necessary to restore said area to its former condition or cause such work to be done, and to assess the cost of all such work against **GRANTEE**; in neither event shall the City of Dallas be liable to **GRANTEE** on account thereof.
- (b) It is further understood that if and when the City of Dallas, in the exercise of its discretion, shall determine that the grade of any street, sidewalk or parkway should be modified or changed, or that any other work should be done in connection with any public improvement which will affect the licensed area, and/or any of **GRANTEE's** installations and improvements thereon, any modifications or changes to **GRANTEE's** facilities in the licensed area or in construction or reconstruction of any public improvement attributable to **GRANTEE's** use of the licensed area and/or its installations and improvements thereon, shall be made at the sole expense of **GRANTEE** and to the satisfaction of the Director of Sustainable Development and Construction.
- (c) At such time as this license is granted, it is agreed, and a condition hereof, that **GRANTEE** shall procure and keep in full force and effect **Commercial General Liability Insurance** coverage issued by an insurance company authorized and approved by the State of Texas, acceptable to the City of Dallas and issued in the standard form approved by the Texas Department of Insurance. The insured provisions of this policy must name the City of Dallas as an additional insured protecting the City of Dallas against any and all claims for damages to persons or property as a result of or arising out of the use, operation and maintenance by **GRANTEE** of the licensed area and **GRANTEE's** installations, improvements, landscaping and equipment in connection therewith and located therein. The Commercial General Liability coverage must include, but not limited to, Premises/Operations, Independent Contractors and Contractual Liability with minimum combined bodily injury (including death) and property damage limits of not less than \$500,000 per occurrence and \$500,000 annual aggregate. This insurance shall also include coverage for underground, explosion and collapse hazards (i.e. not excluded). If this insurance is written on a claims-made form, coverage shall be continuous (by renewal or extended reporting period) for not less than

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twelve (12) months following termination of this license and removal of the installations, improvements and appurtenances and restoration of the licensed area pursuant to paragraph (a) above. Coverage, including any renewals, shall contain the same retroactive date as the original policy applicable to this license. The City of Dallas reserves the right to review the insurance requirements set forth herein during the effective term of the license and to adjust insurance coverages and their limits when deemed necessary and prudent by the City of Dallas' Risk Management based upon changes in statutory law, court decisions, or the claims history of the industry as well as the City of Dallas.

1. **GRANTEE** agrees that with respect to the above required insurance, all insurance contracts and certificates of insurance will contain and state, in writing, that coverage shall not be canceled, nonrenewed or materially changed except after thirty (30) days written notice by certified mail to Department of Sustainable Development and Construction.
 2. **GRANTEE** shall carry said insurance at its expense and shall furnish the City of Dallas proof of such insurance. In the event said insurance should terminate during the licensing term hereof, or **GRANTEE** fails to furnish proof of insurance coverage in accordance with the specifications as required by this section, the Director of Sustainable Development and Construction, or designee, may terminate the license granted herein.
- (d) **GRANTEE** is prohibited from using the licensed area in any manner which violates Federal, State or local laws, regulations, rules and orders, regardless of when they become or became effective, including without limitation, those related to health, safety, noise, environmental protection, waste disposal and water and air quality, and shall provide satisfactory evidence of compliance upon the request of the City of Dallas. Should any discharge, leakage, spillage, emission or pollution of any type occur upon or from the licensed area due to **GRANTEE's** use and occupancy thereof, **GRANTEE**, at its expense, shall be obligated to clean up the licensed area to the satisfaction of the City of Dallas and any governmental body having jurisdiction thereover. The City of Dallas may, at its option, clean the licensed area. If the City of Dallas elects to do so, **GRANTEE** shall promptly pay to the City of Dallas the reasonable cost of such cleanup upon receipt of bills therefore. **GRANTEE** agrees that the indemnity provisions contained in paragraph (g) herein shall be fully applicable to the requirements of this paragraph, in event of **GRANTEE's** breach of this paragraph, or as a result of any such discharge, leakage, spillage, emission or pollution arising out of the **GRANTEE's** use of the licensed area.
- (e) This license is subject to all State laws, the provisions of the Charter of the City of Dallas as it now exists, or may hereafter be adopted or amended, and the ordinances of the City of Dallas now in effect or those which may hereafter be passed or adopted. The City of Dallas shall have the right to increase or decrease the compensation to be charged for the use contemplated by this grant in

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accordance with the provisions of the Dallas City Code as it now exists, or as may hereafter be adopted or amended.

- (f) The Governing Body of the City of Dallas reserves the right, at any time without notice, to terminate and cancel this license, by resolution, upon a finding by the Governing Body that this license is inconsistent with the public use of the property or whenever the purpose or use of the license is likely to become a nuisance and all rights granted hereunder shall thereupon be considered fully terminated and canceled and the City of Dallas shall not be held liable by reason thereof. The decision of the Governing Body of the City in this matter shall be final and binding upon all parties insofar as the City's determination as to whether the **GRANTEE's** use of this license constitutes a nuisance or is inconsistent with the public use of the property.
- (g) As a condition hereof, **GRANTEE** agrees and is bound to the extent allowed by law to defend, indemnify and hold the City of Dallas, its officers, agents and employees, harmless against any and all claims, lawsuits, judgments, costs and expenses for bodily injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by the use, occupancy and maintenance of the licensed area or **GRANTEE's** installations and improvements within the licensed area, from any act or omission of any representative, agent, customer and/or employee of **GRANTEE**, or by **GRANTEE's** breach of any of the terms or provisions of this license, or by any negligent or strictly liable act or omission of **GRANTEE**, its officers, agents, employees or contractors in the use, occupancy and maintenance of **GRANTEE's** installations and improvements within the licensed area; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence or fault of the City of Dallas, its officers, agents, employees or separate contractors, and in the event of joint and concurring negligence or fault of both the **GRANTEE** and the City of Dallas, responsibility and liability, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, without, however, waiving any governmental immunity available to the City of Dallas under Texas law and without waiving any defenses of the parties under Texas law. This obligation to indemnify and defend shall also include any claim for damage that any utility or communication company, whether publicly or privately owned, may sustain or receive by reason of **GRANTEE's** use of the licensed area or **GRANTEE's** improvements and equipment located thereon. In addition to the foregoing, **GRANTEE** covenants and agrees never to make a claim of any kind or character whatsoever against the City of Dallas for damage of any kind that it may suffer by reason of the installation, construction, reconstruction, operation or maintenance of any public improvement, utility or communication facility on the licensed area, whether presently in place or which may in the future be constructed or installed, including but not limited to, any water or wastewater mains or storm sewer facilities, regardless of

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whether such damage is due to flooding, infiltration, backflow or seepage caused from the failure of any installation, natural causes, City's negligence, or from any other cause whatsoever.

- (h) This license is subject to any existing utilities or communication facilities, including drainage, presently located within the licensed area, owned and/or operated by the City of Dallas or any utility or communications company, public or private, and to any vested rights presently owned by an utility or communications company, public or private, for the use of the licensed area for facilities presently located within the boundaries of said licensed area. It is the intent of the foregoing that this permission herein is made expressly subject to the utilization of the licensed area for communication and utility purposes, both public and private, including drainage, over, under, through, across and along the licensed area. No buildings shall be constructed or placed upon, over or across the licensed area in such a manner as to interfere with the operation of any utilities and communication facilities. All and any communication company and utility, both public and private, shall have the right to remove and keep removed all or parts of any buildings which may in any way endanger or interfere with the construction, maintenance or efficiency of its respective systems within the licensed area. All communication companies and utilities, both public and private, shall have the full right to remove and keep removed all parts of any buildings, fences, trees, or other improvements or growths which in any way may endanger or interfere with the construction, maintenance and efficiency of its respective system and shall at all times have the full right of ingress and egress to or from and upon the licensed area for the purpose of constructing, relocating, inspecting, patrolling, maintaining and adding to or removing all or part of its respective systems without the necessity at any time of procuring the permission of anyone.