

February 9

2001 Kellway Circle Lift Station



A FULL SERVICE
TELECOMMUNICATIONS
FIRM THAT CARES

3122 KELLWAY CIRCLE
CARROLLTON, TX 75006
972-931-2686
800-966-2686
FAX: 972-248-1363

STACY L. ELMS
SAFETY MANAGER
DIRECT: 972-930-0404
MOBILE: 214-532-3035
E-MAIL: selms@hc-inc.com

HP LaserJet 3200se



TOALASERJET 3200
9724502837
MAR-13-2001 14:20

Fax Call Report

Job	Date	Time	Type	Identification	Duration	Pages	Result
566	3/13/2001	14:19:26	Send	913104791870	1:19	3	OK

TOWN OF
ADDISON

PUBLIC WORKS

To: Becky Jewel From: Michael E. Murphy, P.E.
Director of Public Works

Company: Union Pacific Equities

FAX #: 310 479 1870

Date: 3-13-01

No. of pages (including cover): 3

Phone: 972/450-2878
Fax: 972/450-2837

16801 Westgrove
P.O. Box 9010
Addison, TX 75001-9010

HP LaserJet 3200se



TOALASERJET 3200
9724502837
MAR-16-2001 16:23

Fax Call Report

Job	Date	Time	Type	Identification	Duration	Pages	Result
670	3/16/2001	16:22:09	Send	99722481363	0:55	2	OK



PUBLIC WORKS DEPARTMENT

972/450-2871

Fax Office Box 9010 Addison, Texas 75001-0010

14801 Woodgrove

8 March 2001

Housley Communications, Inc.
3122 Kellway Circle
Carrollton, TX 75006

ATTENTION

R. KEVIN HOUSLEY

RE

1.5 ACRE TRACT OF LAND, PART OF LOT 8B OF
BLOCK B, CITY OF ADDISON, TX AND MORE
COMMONLY KNOWN AS KELLWAY CIRCLE,
ADDISON, TX

Dear Mr. Housley:

Housley Communications has been a lease tenant on referenced tract of land since November 1, 1994. Over the past six years, your Company has been a good and responsible tenant and the Town has enjoyed this relationship. At this time, however, due to the Town of Addison's growth in the Public Works Department, our need for additional yard storage outweighs our need to continue to lease out the Kellway Circle property.

Therefore, per the terms of the short-term lease agreement between the Town of Addison and Housley Communications, please accept this letter as "90 Day Written Notice" that the Town of Addison is terminating the referenced lease. You will have a maximum of 90 days (or until June 10, 2001) to vacate the property. The property must be in good order and condition as outlined in the terms of the original agreement.

DRAFT

8 March 2001

Housley Communications, Inc.
3122 Kellway Circle
Carrollton, TX 75006

ATTENTION

R. KEVIN HOUSLEY

RE

Block → ~~LOT~~ B, CITY OF ADDISON, TX AND MORE
1.5 ACRE TRACT OF LAND, PART OF LOT 8B OF
COMMONLY KNOWN AS KELLWAY CIRCLE,
ADDISON, TX

Dear Mr. Housley:

Housley Communications has been a lease tenant on an ~~approximate 1.5 acre tract of land~~
~~on a part of Lot 8B, Block B, Kellway Circle in Addison, Texas,~~ since November 1,
1994.

Over the past six years, your Company has been a good and responsible tenant ~~The~~
Town has enjoyed this relationship.

At this time, however, due to the Town of Addison's growth in the Public Works
Department, our need for additional yard storage outweighs our need to continue to lease
out the Kellway Circle property.

Therefore, per the terms of the short-term lease agreement between the Town of Addison
and Housley Communications, the Town of Addison is terminating the ~~referenced lease~~
~~agreement.~~

In the lease agreement, you have a maximum of 90 days to vacate the property.
Therefore, 90 days from Monday, March 12, 2001, will be Sunday, June 10, 2001.

referenced tract of land

paragraph

vacate

for until June 10, 2001
the property must
be in good order and
condition as
outlined in the
original agreement

Please accept this letter as your "90 day written notice" that

8 March 2001

Page 2

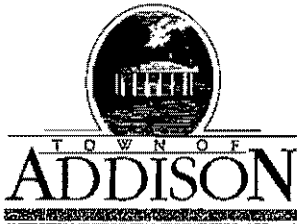
Thank you for your immediate attention to this matter. Should you have any questions, please contact me at (972)-450-2870.

Sincerely,

Michael E. Murphy, P.E.
Director of Public Works

cc: Ron Whitehead
Chris Terry
Elaine Defiglia
Randy Moravec
Keith Thompson

~~ATTACHMENT~~ ATTACHMENT: Housley : TOA LEASE AGREEMENT



PUBLIC WORKS DEPARTMENT

(972) 450-2871

Post Office Box 9010 Addison, Texas 75001-9010

16801 Westgrove

8 March 2001

Housley Communications, Inc.
3122 Kellway Circle
Carrollton, TX 75006

ATTENTION

R. KEVIN HOUSLEY

RE

1.5 ACRE TRACT OF LAND, PART OF LOT 8B OF
BLOCK B, CITY OF ADDISON, TX AND MORE
COMMONLY KNOWN AS KELLWAY CIRCLE,
ADDISON, TX

Dear Mr. Housley:

Housley Communications has been a lease tenant on referenced tract of land since November 1, 1994. Over the past six years, your Company has been a good and responsible tenant and the Town has enjoyed this relationship. At this time, however, due to the Town of Addison's growth in the Public Works Department, our need for additional yard storage outweighs our need to continue to lease out the Kellway Circle property.

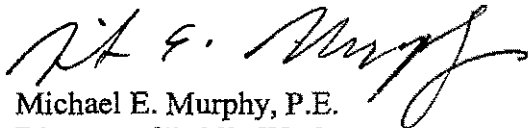
Therefore, per the terms of the short-term lease agreement between the Town of Addison and Housley Communications, please accept this letter as "90 Day Written Notice" that the Town of Addison is terminating the referenced lease. You will have a maximum of 90 days (or until June 10, 2001) to vacate the property. The property must be in good order and condition as outlined in the terms of the original agreement.

8 March 2001

Page 2

Thank you for your immediate attention to this matter. Should you have any questions, please contact me at (972)-450-2870.

Sincerely,

A handwritten signature in black ink, appearing to read "M. E. Murphy". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

Michael E. Murphy, P.E.
Director of Public Works

cc: Ron Whitehead
Chris Terry
Elaine Defiglia
Randy Moravec
Keith Thompson

Attachment (1) Housley/TOA Lease Agreement



GREATER DALLAS ASSOCIATION OF REALTORS®, INC.



SHORT FORM COMMERCIAL LEASE

State of Texas
County of Dallas

This lease agreement made and entered into by and between

LAKELOCK PROPERTIES JOINT VENTURE

(hereinafter referred to as "Landlord"), and

BOUSLEY COMMUNICATIONS, INC.,
a Texas Corporation

(hereinafter referred to as "Tenant")

WITNESSETH

Landlord hereby leases to Tenant, and Tenant hereby takes from Landlord the following described premises situated within the County of Dallas, State of Texas:

Being approximately 1.5 acres of land, part of Lot 88, block B, city of Addison, Texas, and more commonly known as Kellway Circle, Addison, Texas

together with all the rights, privileges, easements and appurtenances belonging to or in any way pertaining to the demised premises for a term of Twenty-Eight (28) Months beginning the 1st day of November 19 94, and ending the 28th day of February, 19 97, to be occupied as construction equipment and not otherwise, paying therefor the sum of Five Hundred (\$ 500.00) Dollars, payable

upon the conditions and covenants following:

1. Each year during the term of this lease, Landlord shall pay real estate taxes assessed against the demised premises to an amount equal to the total real estate taxes assessed against the demised premises in the base year. Each year during the term of the lease, Tenant shall pay an additional rental, upon receipt of statement from Landlord along with tax statements or verification from proper authority, his pro rata share of any increase in real estate taxes over the base year as the property of which the demised premises form a part. Any increase in real estate taxes for a fractional year shall be prorated. The base year shall be . Tenant shall also pay all charges for utility services to the demised premises.

2. Failure of Tenant to pay rent for the demised premises at the expiration of the lease constitutes a building over which shall be constructed hereinafter from month to month at a rental of \$ per month.

3. Rent shall be paid in Dallas County, Texas, monthly in advance at the same shall become due.

4. Tenant has examined and accepts the premises, building, and each appurtenance thereto in their present condition as suitable for the purposes for which the same are leased, and agrees to accept the premises regardless of reasonable deterioration between the date of this lease and the date Tenant begins occupying the premises.

5. Landlord shall maintain in good repair the roof, foundation and exterior walls of the building. Tenant agrees to give Landlord written notice of defect and need for repairs of the roof, foundation or exterior walls. Landlord shall not be liable to Tenant for damage caused by the premises being or becoming out of repair until it has been notified of the necessity of repair by the Tenant and has had reasonable opportunity to repair the same.

6. Tenant shall maintain the premises and equipment, including plate glass, store front and entrances. Tenant shall, at its expense, keep the interior of the building, including the plumbing, electric, pipes, fixtures and air conditioning equipment, if any, in good repair and shall keep water pipes and connections free from ice and other obstructions. Tenant shall take good care of the premises and its fixtures and suffer no waste. If Tenant rents an entire building unit, Tenant shall be responsible for keeping the roof clean and unobstructed.

All alterations, additions and improvements, except trade fixtures and air conditioning and heating equipment installed at expense of Tenant, shall become the property of Landlord and shall remain upon and be surrendered with the premises as a part thereof on the termination of the lease.

No cooling tower, equipment, or structure of any kind shall be placed on the roof of the leased premises by Tenant without prior written permission of Landlord. If such permission is granted, such work or installation shall be done at Tenant's expense and in such a manner that the roof shall not be damaged thereby. If it becomes necessary to remove such cooling tower, equipment or structure, temporarily, so that repairs to the roof can be made, Tenant shall promptly repair and replace the cooling tower, equipment or structure at Tenant's expense and repair at Tenant's expense any damage resulting from such removal or replacement. Upon expiration of this lease, Tenant shall remove or cause to be removed from the roof any such cooling tower, equipment or structure, if directed to do so by Landlord or Landlord's agent. Tenant shall promptly repair at its expense any damage resulting from such removal.

Handwritten notes: JEBBY MEEKS, HOWLEY, 915 944 9905

Handwritten initials/signature

At the termination of this lease, Tenant shall deliver the premises in good order and condition, minus depreciation and damage by fire, or other casualty only excepted. Any damage caused by the installation or removal of Tenant's equipment, trade fixtures, air conditioning and heating equipment, shall be repaired at Tenant's expense prior to the expiration of the lease term.

All alterations, improvements, additions and repairs made by Tenant shall be made in a good and workmanlike manner.

7. Tenant shall comply with all ordinances of the municipal corporation or other governmental authority applicable to such premises because of Tenant's use of the premises. Tenant, at its expense, shall comply with all orders and requirements imposed by such governmental authorities during the term of this lease.

8. Tenant shall not assign this agreement or sublet the premises or any part thereof or make any improvements or alterations in or to the demised premises without the prior written consent of Landlord, which consent shall not be unreasonably withheld. Tenant shall not occupy or allow the premises to be occupied for any business or purpose deemed extra hazardous because of the threat of fire or otherwise. If consent is granted to assign or sublet the premises, Tenant shall remain principal obligor for the fulfillment of each and every condition of this lease. If consent is granted for the making of improvements or alterations to the premises, such improvements and alterations shall not commence until Tenant has furnished to Landlord a certificate of an insurance company showing coverage in an amount satisfactory to Landlord and protecting Landlord from liability for injury to any person and damage to any personal property, on or off the premises, in connection with the making of such improvements or alterations.

9. In the event the demised premises are partially damaged or destroyed or rendered partially unfit for occupancy by fire or tornado or other casualty, Tenant shall give immediate notice to Landlord who may repair the damage and restore the premises to substantially the condition in which they were immediately prior to the occurrence of the casualty. Such repairs shall be made at Landlord's expense. Landlord shall allow Tenant a fair reduction of rent during the time the premises are partially unfit for occupancy. If the premises are totally destroyed or deemed by the Landlord to be rendered wholly unfit for occupancy by fire, tornado or other casualty, or if the Landlord shall decide not to repair or rebuild, this lease shall terminate and the rent shall be paid to the extent of such destruction or casualty.

10. If Tenant defaults in the performance of any obligations or covenants herein, Landlord may enforce the performance of this lease in any mode provided by law. This lease may be terminated at Landlord's discretion if such default continues for a period of 10 days after Landlord notifies Tenant of such default and of its intention to declare the lease terminated. Such notice shall be sent by Landlord to Tenant at the demised premises by mail or otherwise. If Tenant has not completely removed or cured default within the 10 day period, this lease shall terminate. Thereafter, Landlord or its agents shall have the right, without further notice or demand, to enter the premises and remove all persons and property therefrom without being deemed guilty of trespass and without waiving any other remedies for breach of rent or breach of covenant. Landlord or Landlord's agents may resume possession of the premises and relet the same for the remainder of the term at the best rent obtainable for the account of Tenant, who shall make good any deficiency.

In addition to the statutory lien, Tenant hereby grants to Landlord a security interest in and to all the goods, wares, chattels, equipments, fixtures, furniture, tools and other personal property which are or may be put on the demised premises by Tenant. Tenant shall execute such financing statements as shall be requested by Landlord in order to perfect Landlord's security interest hereunder. If, because of the breach or default by Tenant of any of Tenant's obligations hereunder, it shall become necessary for the Landlord to employ an attorney to enforce or defend any of Landlord's rights or remedies, Tenant shall pay to Landlord any reasonable amount incurred by Landlord as attorney fees.

11. Landlord and its agents shall not be liable to Tenant or to Tenant's employees, patrons, visitors, invitees, or any other persons for any injury to any such persons or for any damage to personal property caused by any act, omission, or neglect of Tenant or Tenant's agents or of any other tenant of the premises of which demised premises are a part. Tenant agrees to indemnify and hold Landlord and its agents harmless from any and all claims for such injury and damage, whether the injury occurs on or off the demised premises.

12. Tenant shall not post or paint any signs on, on or about the premises or paint the exterior walls of the building except with the prior written approval of the Landlord. Landlord shall have the right to remove any sign or signs in order to paint the building or premises or to make any repairs or alterations.

13. If Landlord herein is not the owner of the demised premises, but holds the property by virtue of another lease, then this sublease is and shall remain subject to all terms and conditions of such existing lease of the Landlord so far as they shall be applicable to the demised premises.

14. If Tenant becomes bankrupt or makes a voluntary assignment for the benefit of creditors or if a receiver is appointed for Tenant, Landlord may terminate this lease by giving five (5) days written notice to the Tenant of its intention to do so.

15. If the whole or any substantial part of the demised premises is taken for any public or quasi-public use under any governmental law, ordinance or regulation or by right of eminent domain or should the premises be sold to a condemning authority under threat of condemnation, this lease shall terminate and the rent shall be abated during the unexpired portion of the lease effective from the date of the physical taking of the premises.

16. Landlord agrees to pay the within named Principal REALTOR® a commission in cash equal to N/A

 -0- % per cent of the total gross rental for negotiating this lease, payable N/A

If any options are granted to Tenant, Landlord agrees to pay to Principal REALTOR® an additional commission on the date such options are exercised by Tenant, even if with changes. Should the term of the primary lease be for a shorter period than five (5) years, Landlord agrees to pay the additional commission on the date such options are exercised by Tenant, even if with changes. Should the term of the primary lease be for a shorter period than five (5) years, Landlord agrees to pay the additional commission on the date such options are exercised by Tenant, even if with changes. Should the term of the primary lease be for a shorter period than five (5) years, Landlord agrees to pay the additional commission on the date such options are exercised by Tenant, even if with changes.

will pay to Principal REALTOR® a sales commission in cash equal to N/A (-0- % per cent of the selling price of said property. All commissions are payable to N/A County, Texas.

If this lease is assigned or the premises are sold prior to the termination of the lease, Landlord, its assigns, successors, and heirs shall be jointly and severally liable for all REALTOR®'S commissions due or to become due hereunder. Landlord will not transfer, convey or sell the premises without specific written agreement with the purchaser that all commissions due or to become due will be paid to Principal REALTOR® when due by purchaser in connection with existing leases on the premises at the time the sale occurs.

If, on account of any breach or default by any party hereto in his or its obligations to Principal REALTOR®, it shall become necessary for Principal REALTOR® to employ an attorney to enforce or defend any of Principal REALTOR®'S rights or remedies hereunder and should Principal REALTOR® prevail, each party agrees to pay Principal REALTOR® reasonable attorney fees in connection therewith.

17. No waiver by Landlord of any default or breach of any term, covenant, condition, agreement, provision, or stipulation herein contained shall constitute a waiver of any subsequent default or breach of the same or any other term, covenant, condition, agreement, provision or stipulation hereof.

18. This lease constitutes the full and final expression of the agreement between the parties and it may not be amended except by written instrument signed by all the parties.

19. SPECIAL CONDITIONS:

Landlord is not responsible for insurance liability or related items concerning Tenant's use of premises.

20. Tenant will be responsible for all costs associated with property maintenance.

21. THIS LEASE MAY BE TERMINATED BY LANDLORD OR TENANT AT ANY TIME DURING THE TERM HEREOF, UPON 90 DAYS WRITTEN NOTICE.

22. RENT MUST BE PAID IN ADVANCE MONTHLY, AND SENT TO:
6505 EMBERS ROAD
DALLAS TX 75248

EXECUTED this 31st day of OCTOBER, 1994

ATTEST:

LANDLORD: LANDLOCK PROPERTIES
JOINT VENTURE

By Arnold Levy
Title GENERAL PARTNER

ATTEST:

TENANT: HOUSLEY COMMUNICATIONS, INC.,
a Texas Corporation

By R. Kevin Housley
Title Vice President

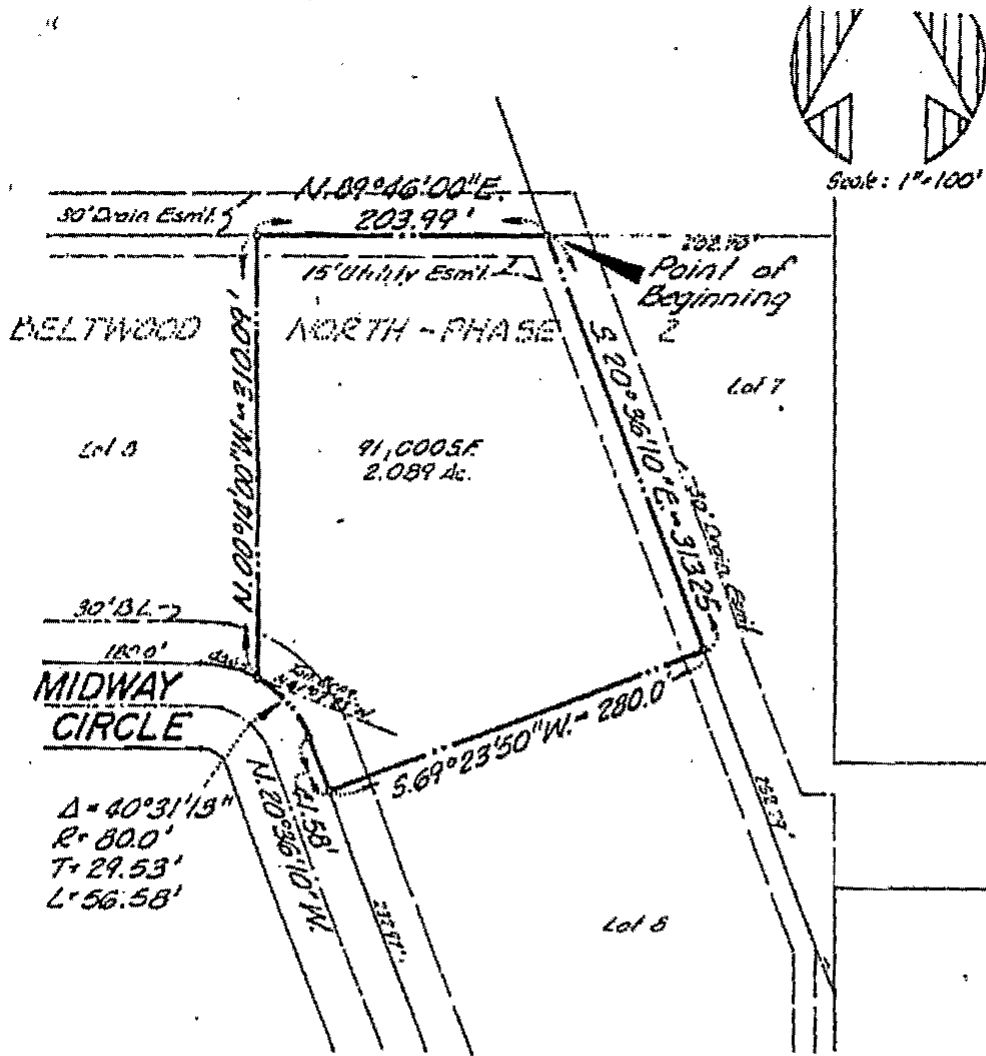
REALTORS:

Principal REALTOR®, Member of the
GREATER DALLAS BOARD OF REALTORS®, INC.

By

Cooperating REALTOR®

*NOTE: If this lease agreement is negotiated by Principal REALTOR® in cooperation with another REALTOR®, Landlord shall be liable for payment of all commissions to Principal REALTOR® only, whereupon it shall be protected from any claims from said Cooperating REALTOR®.



FIELD NOTE DESCRIPTION

Being a tract of land located in the George Syms Survey, Abstract No. 1344 and being part of Lot 8, Block 8, Beltwood North, Phase 2, an addition to the City of Addison, Texas as recorded in Volume 78201, Page 0001 of the Deed Records of Dallas County, Texas, and being more particularly described as

Pacific Equities Group, Inc.

1640 S. Sepulveda Blvd., Suite 308

Los Angeles, CA 90025

Telephone No. (310) 477-5300

Telecopier No. (310) 479-1870

FAX COVER SHEET

DATE: 2.28.01 FAX NO. 972.450.2837

TO: Mike Murphy

FROM: Betsy Jewell EXT. 139

RE: _____

TOTAL NUMBER OF PAGES INCLUDING COVER SHEET: 3

NOTES/COMMENTS:

Original will, or will not be sent by regular mail Federal Express or personal delivery

/rj:Fax Cover Sheet

Pacific Kellway LLC

P.O. Box 25991
Los Angeles, California 90025
(310) 477-5300

Office Address:
1640 S. Sepulveda Blvd., Suite 308
Los Angeles, California 90025
Telecopier No. (310) 479.1870

February 28, 2001

By Fax Number 972.450.2837

Mike Murphy
CITY OF ADDISON

RE: 4251-57 Kellway Circle, Addison, Texas

Dear Mr. Murphy:

In follow-up to our phone conversation, we own and operate the above property and for several years Housley Communications rented space from us at this property; they also rent a vacant yard from the City of Addison which is adjacent to our property. Housley moved from our location approximately March 2000 and continues to rent from the City. As you are aware, you have had several conversations with some of our representatives concerning the fact that Housley continues to use our parking lot to access the vacant lot that they rent from the City.

We must insist that you either notify Housley that they can no longer use our parking lot to access the vacant lot, or you make immediate arrangements to provide access to the vacant lot without traveling through our parking lot.

Evidently Housley uses the City's lot to store large, heavy construction equipment which they are driving across our parking lot going to and from the vacant lot. First, the equipment is generally dirty and drops debris as it crosses our lot; this requires us to send our groundskeeper around more frequently than normal to keep the lot looking in fairly good condition. Secondly, we are concerned that this equipment is putting undue stress and strain on the surface of the parking lot which will cause damage that we will have to repair.

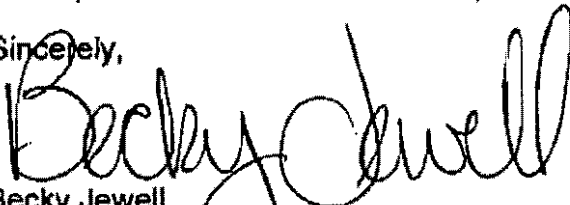
As long as Housley was a tenant of the property, it was fair for us to assume the above obligations, but after Housley vacated the premises, it is not good business practice for us to continue to assume these obligations. As you are probably aware, commercial industrial properties are operated in such a way that common area maintenance charges are passed on to existing tenants, and you can see that the additional groundskeeper expenses as well as repairs to the parking lot should not be assumed by the existing tenants.

Mike Murphy
CITY OF ADDISON
February 28, 2001
Page 2 of 2

Please confirm to me in writing which of the above actions the City will be taking so that we can have a final resolution to this matter.

Should you have any questions concerning the foregoing, please feel free to contact me at phone number 310.477.5300, ext. 139.

Sincerely,



Becky Jewell
e-mail address: pegi@brandx.net

/hs:02/071.2

cc: John Brownlee, Pacific Kellway LLC (by Fax Number 602.278.4301)

From the desk of

Elaine Difiglia, CTA, RTA

Tax Assessor-Collector

Town of Addison

5350 Belt Line Road

P. O. Box 699

Addison, Texas 75001

(214) 450-7080

(214) 386-0938 FAX

11-13-96

Hi John -

Here's a clearer copy
of the Housley Comm.
lease agreement on the
Kellway Circle Property.

Elaine

John -

Housley Communication
Lease Agreement

for your files

MAR-21-1995 22:09

FREEDMAN-DALLAS

2143632445 P.01



GREATER DALLAS ASSOCIATION OF REALTORS, INC.



SHORT FORM COMMERCIAL LEASE

State of Texas
County of Dallas

This lease agreement made and intended to be made between

LANDLOCK PROPERTIES JOHN VENTURA

(hereinafter referred to as "Landlord"), and

WORKLINK COMMUNICATIONS, INC.,
a Texas Corporation

(hereinafter referred to as "Tenant")

WITNESSETH

Landlord hereby leases to Tenant, and Tenant hereby takes from Landlord the following described premises located within the County of Dallas, State of Texas

Being approximately 2.5 acres of land, part of Lot 85, Block 2, city of Addison, Texas, and more commonly known as Malinky Circle, Addison, Texas

together with all the rights, privileges, easements and appurtenances belonging to or in any way pertaining to the described premises for a term of Twenty-Eight (28) Months beginning the 1st day of November 1994, and ending the 28th day of February 1997, to be occupied as a warehouse and not otherwise, paying therefor the sum of Five Hundred (\$ 500.00) Dollars, per month

Handwritten initials

Handwritten notes: Peggy Meeks, Howley, 915 944 9905

upon the conditions and covenants following:

1. Tenant shall pay to Landlord the amount of rent for the described premises in accordance with the schedule set forth in the attached schedule of rent and shall pay an additional rental, upon receipt of statement from Landlord along with his statement or verification from proper authority, for any increase in real estate taxes over the base year on the property of which the described premises form a part. Any increase in real estate taxes for a fiscal year shall be prorated. The base year shall be 1994. Tenant shall also pay all charges for water, sewer, gas, electric and telephone service.

2. Landlord warrants to Tenant the described premises at the expiration of the lease or earlier in the event of a default by Tenant for a period of 90 days after the expiration of the lease.

3. Rent shall be paid in Dallas County, Texas, monthly in advance on the 1st day of each month.

4. Tenant has examined and accepts the premises, building, and such appurtenances therein in their present condition or condition for the purposes for which the same are leased, and agrees to accept the premises regardless of reasonable deterioration between the date of this lease and the date Tenant begins occupying the premises.

5. Landlord shall maintain in good repair the roof, foundation and exterior walls of the building. Tenant agrees to give Landlord written notice of damage to the roof, foundation, or exterior walls. Landlord shall not be liable to Tenant for damage caused by the premises being or becoming out of repair until it has been notified of the necessity of repair by the Tenant and has had reasonable opportunity to repair the same.

6. Tenant shall maintain the premises and equipment, including glass, stove front and exhaust. Tenant shall, at its expense, inventory the condition of the building, including the plumbing system, pipes, fixtures and air conditioning equipment, if any, in good repair and shall keep water pipes and sewerage lines clean and free from obstructions. Tenant shall, at its expense, maintain the premises and its fixtures and shall be responsible for keeping the roof clear of all obstructions.

7. All alterations, additions and improvements, except trade fixtures and air conditioning and heating equipment installed at expense of Tenant, shall become the property of Landlord and shall remain upon and be considered with the premises as a part thereof on the termination of the lease.

8. No smoking, equipment, or structure of any kind shall be placed on the roof of the leased premises by Tenant without the written permission of Landlord. If such permission is granted, such work or installation shall be done at Tenant's expense and it is understood that the roof shall not be damaged thereby. If it becomes necessary to remove such smoking device, equipment or structure, temporarily, so that repairs to the roof can be made, Tenant shall promptly remove and reinstall the smoking device, equipment or structure of Tenant's expense and repair of Tenant's expense any damage resulting from such removal or reinstallation. Upon completion of this lease, Tenant shall remove or cause to be removed from the roof any such smoking device, equipment or structure. If removed by Landlord or Landlord's agent, Landlord shall promptly notify Tenant of the expense and damage resulting from such removal.

At the termination of this lease, Tenant shall deliver the premises in good order and condition, natural deterioration and damage by fire, or other casualty only excepted. Any damage caused by the installation or removal of Tenant's equipment, trunk fixtures, air conditioning and heating equipment, shall be repaired at Tenant's expense prior to the expiration of the lease term.

All alterations, improvements, additions and repairs made by Tenant shall be made in a good and workmanlike manner.

7. Tenant shall comply with all ordinances of the municipal corporation or other governmental authority applicable to such premises lessor of Tenant's use of the premises. Tenant, at its expense, shall comply with all orders and requirements imposed by such governmental authorities during the term of this lease.

8. Tenant shall not assign this agreement or sublet the premises or any part thereof or make any improvements or alterations in or to the leased premises without the prior written consent of Landlord, which consent shall not be unreasonably withheld. Tenant shall not occupy or allow the premises to be occupied for any business or purpose deemed extra hazardous because of the character of use or otherwise. If consent is granted to assign or sublet the premises, Tenant shall remain principal obligor for the fulfillment of such and every condition of this lease. If consent is granted for the making of improvements or alterations to the premises, such improvements and alterations shall not commence until Tenant has furnished to Landlord a certificate of an insurance company showing coverage in an amount satisfactory to Landlord and indemnifying Landlord from liability for injury to any person and damage to any personal property, on or off the premises, in connection with the making of such improvements or alterations.

9. In the event the leased premises are partially damaged or destroyed or rendered partially unfit for occupancy by fire or tornado or other casualty, Tenant shall give immediate notice to Landlord who may repair the damage and restore the premises to substantially the condition in which they were immediately prior to the occurrence of the casualty. Such repairs shall be made at Landlord's expense. Landlord shall allow Tenant a fair reduction of rent during the time the premises are partially unfit for occupancy. If the premises are totally destroyed or damaged by the Landlord to be rendered wholly unfit for occupancy by fire, tornado or other casualty, or if the Landlord shall decide not to repair or rebuild, this lease shall terminate and the rent shall be paid to the time of such destruction or casualty.

10. If Tenant defaults in the performance of any obligations or covenants herein, Landlord may enforce the performance of this lease in any state provided by law. This lease may be terminated at Landlord's discretion if such default continues for a period of 15 days after Landlord notifies Tenant of such default and of his intention to declare the lease terminated. Such notice shall be sent by Landlord to Tenant at the leased premises by mail or otherwise. If Tenant has not completely remedied or cured default within the 15 day period, this lease shall terminate. Thereafter, Landlord or its agents shall have the right, without further notice or demand, to enter the premises and remove all persons and property therefrom without being deemed guilty of trespass and without giving any other remedies for breach of lease or breach of covenant. Landlord or Landlord's agents may remove possession of the premises and retain the same for the remainder of the term at the best rent obtainable for the amount of Tenant, who shall make good any deficiency.

In addition to the statutory lien, Tenant hereby grants to Landlord a security interest in and to all the goods, wares, chattels, improvements, fixtures, furnishings, tools and other personal property which are or may be put on the leased premises by Tenant. Tenant shall execute such financing statements as shall be required by Landlord in order to perfect Landlord's security interest hereunder. If, because of the breach or default by Tenant of any of Tenant's obligations hereunder, it shall become necessary for the Landlord to supply the security to enforce or defend any of Landlord's rights or remedies, Tenant shall pay to Landlord any reasonable amount advanced by Landlord as statutory lien.

11. Landlord and its agents shall not be liable to Tenant or to Tenant's employees, persons, visitors, invitees, or any other persons for any injury in any such person or for any damage to personal property caused by any act, omission, or neglect of Tenant or Tenant's agents or of any other tenant of the premises of which leased premises are a part. Tenant agrees to indemnify and hold Landlord and its agents harmless from any and all claims for such injury and damage, whether the injury occurs on or off the leased premises.

12. Tenant shall not post or place any signs on, on or about the premises or paint the exterior walls of the building except with the prior written approval of the Landlord. Landlord shall have the right to remove any sign or signs in order to paint the building or premises or to make any repairs or alterations.

13. If Landlord herein is not the owner of the leased premises, but holds the property by virtue of another lease, then this contract is and shall remain subject to all terms and conditions of such existing lease of the Landlord so far as they shall be applicable to the leased premises.

14. If Tenant becomes bankrupt or makes a voluntary assignment for the benefit of creditors or if a receiver is appointed for Tenant, Landlord may terminate this lease by giving (5) days written notice to the Tenant of its intention to do so.

15. If the whole or any substantial part of the leased premises is taken for any public or quasi-public use under any governmental law, ordinance or regulation or by right of eminent domain or should the premises be sold to a condemning authority under threat of condemnation, this lease shall terminate and the rent shall be abated during the uncompensated portion of the lease effective from the date of the physical taking of the premises.

16. Landlord agrees to pay the within named Principal REALTOR® a commission in cash equal to N/A

 -0- % per cent of the total gross rental for negotiating this lease, payable N/A

If any options are granted to Tenant, Landlord agrees to pay to Principal REALTOR® an additional commission on the date such options are exercised by Tenant, even if with change. Should the term of the primary lease be for a shorter period than five (5) years, Landlord agrees to pay an additional commission on an ~~annuity~~ annuity basis of stated apartments made by Landlord with Tenant relative to Tenant's first five year occupancy of the leased premises from this date. The commission due for each renewal will be calculated as if a new lease had been made for each period of time. If the premises are sold to the Tenant during the term of this lease or any renewal or extension thereof, or within 180 days following the expiration date of this lease, or any renewal or extension, Landlord will pay to Principal REALTOR® a sales commission in cash equal to N/A (-0- %) per cent of the selling price of said property. All commissions are payable to N/A County, Texas.

If this lease is assigned or the premises are sold prior to the termination of the lease, Landlord, its assignee, successors, and heirs shall be bound and severally liable for all REALTOR®'S commissions due or to become due hereunder. Landlord will not transfer, convey or sell the premises without specific written agreement with the parties that all commissions due or to become due will be paid to Principal REALTOR® when due by purchaser in connection with existing lease on the premises at the time the sale occurs.

If, on account of any breach or default by any party herein in his or its obligations to Principal REALTOR®, it shall become necessary for Principal REALTOR® to employ an attorney to enforce or defend any of Principal REALTOR®'S rights or remedies hereunder and should Principal REALTOR® prevail, each party agrees to pay Principal REALTOR® reasonable attorney fees in connection therewith.

REEDMAN-DALLAS

TOTAL P. 03

MAR-21-1995 22:09

FREEDMAN-DALLAS

2143632445 P.02

17. No waiver by Landlord of any default or breach of any term, covenant, condition, agreement, provision, or stipulation herein mentioned shall constitute a waiver of any subsequent default or breach of the same or any other term, covenant, condition, agreement, provision or stipulation herein.

18. This lease constitutes the full and final expression of the agreement between the parties and it may not be amended except by written instrument signed by all the parties.

19. SPECIAL CONDITIONS:

Landlord is not responsible for insurance liability or related items concerning Tenant's use of premises.

20. Tenant will be responsible for all costs associated with property maintenance.

21. THIS LEASE MAY BE TERMINATED BY LANDLORD OR TENANT AT ANY TIME DURING THE TERM HEREOF, UPON 90 DAYS WRITTEN NOTICE.

22. RENT MUST BE PAID IN ADVANCE MONTHLY, AND SENT TO:
6505 EMBERS ROAD
DALLAS TX 75248

EXECUTED this 31st day of OCTOBER, 1994

ATTORN

LANDLORD: LINDLOCK PROPERTIES
JOINT VENTURE

By Arnold Levy
ARNOLD LEVY

TEN

ATTORN

TENANT: HOSLEY COMMUNICATIONS, INC.,
a Texas Corporation

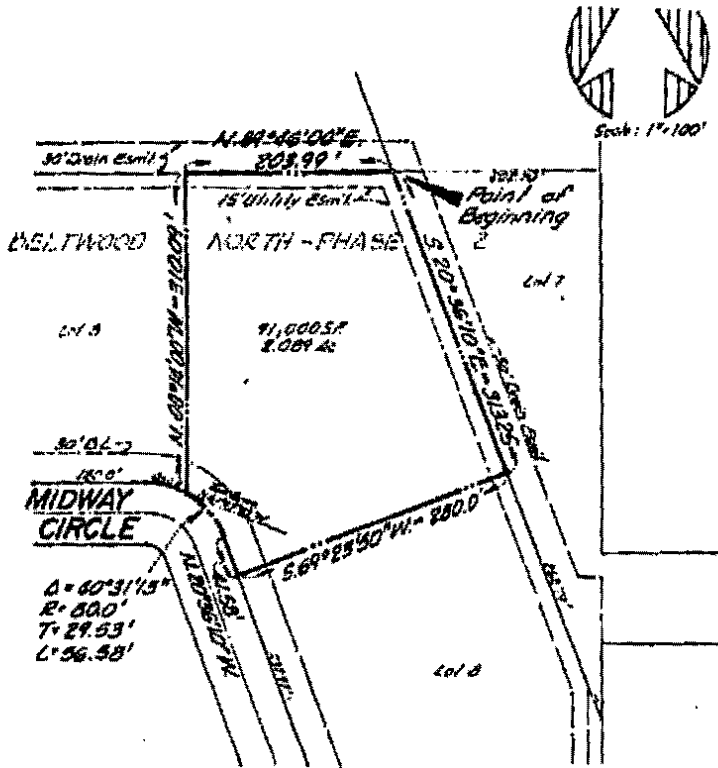
By Kevin Kovalay
KEVIN KOVALAY

Vice President

TEN

REALTOR
Principal REALTOR, Member of the
GREATER DALLAS BOARD OF REALTORS, INC.
By
Cooperating REALTOR

NOTE: If this lease agreement is negotiated by Principal REALTOR in cooperation with another REALTOR, Landlord shall be liable for payment of all commissions to Principal REALTOR only, unless it shall be provided from any other form and Cooperating REALTOR.



FIELD NOTE DESCRIPTION

Being a tract of land located in the George Syms Survey, Abstract No. 1344 and being part of Lot 8, Block 8, Beltwood North, Phase 2, an addition to the City of Addison, Texas as recorded in Volume 78101, Page 0901 of the Deed Records of Dallas County, Texas, and being more particularly described as follows:

Commencing at the northwest corner of Beltwood North, Phase 2; thence S 89°46'00"W, 203.99-feet along the north addition line of Beltwood North, Phase 2 to the Point of Beginning;

THENCE S 20°36'10"E, 313.25-feet along the common line between Lot 7 and Lot 8 to a point for corner;

THENCE S 69°23'50"W, 280.00-feet to a point for corner on the easterly line of Midway Circle (a 60-foot right-of-way);

THENCE N 20°36'10"W, 47.58-feet along the easterly line of Midway Circle to the beginning of a curve to the left having a central angle of 40°31'15", a radius of 80.00-feet and a tangent length of 29.53-feet that bears N 61°07'23"W;

THENCE 56.58-feet along the easterly line of Midway Circle to the end of curve;

THENCE N 00°16'00"W, 310.09-feet to a point for corner on the north addition line of Beltwood North, Phase 2;

THENCE N 89°46'00"E, 203.99-feet to the Point of Beginning and containing 2.089 acres of land.

I hereby certify that this plat was prepared from a careful and accurate survey made on the ground and that the corner monuments shown were properly placed under my personal supervision and that there are no encroachments, conflicts or protrusions except as shown. This is subject to any unrecorded monuments not visible on the ground.

July 18, 1979

Donald C. Murray
Donald C. Murray, P.E.

Campbell Company of Dallas

500 BENT TREE TOWER · 16475 DALLAS PARKWAY · DALLAS, TEXAS 75248



REALTORS

Phone 214-8088
Area Code 214

TELECOPIER COVER SHEET

Fax No. (214) 248-0230

MEMBER:
NATIONAL ASSOCIATION OF REAL ESTATE BOARDS
NATIONAL INSTITUTE OF REAL ESTATE BROKERS
SOCIETY OF INDUSTRIAL REALTORS

DATE: November 6

FAX: 450-7096

TO: Elaine DeFuria

FIRM: _____

CITY: _____

FROM: Pat Haggerty

FIRM: _____

CITY: _____

Number of pages including cover sheet 5

If there is a problem with the transmission, please call _____
at 214/248-8088 as soon as possible.

MESSAGE:

5/14/96
COPY

ORDINANCE NO. 096-015

AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE TOWN OF ADDISON, TEXAS, SO AS TO GRANT A SPECIAL USE PERMIT FOR A SANITARY SEWER LIFT STATION, ON APPLICATION WITH THE TOWN OF ADDISON, LOCATED AT 4225 KELLER SPRINGS ROAD; PROVIDING FOR A REPEAL CLAUSE; PROVIDING FOR A PENALTY CLAUSE; AND PROVIDING FOR A SEVERABILITY CLAUSE.

WHEREAS, application was made to amend the Comprehensive Zoning Ordinance of the Town of Addison, Texas, by making application for the same with the Planning and Zoning Commission of the Town of Addison, Texas, as required by State Statutes and the zoning ordinance of the Town of Addison, Texas, and all the legal requirements, conditions and prerequisites having been complied with, the case having come before the City Council of Addison, Texas, after all legal notices, requirements, conditions and prerequisites having been complied with; and

WHEREAS, the City Council of the Town of Addison, Texas, does find that there is a public necessity for the zoning change, that the public demands it, that the public interest clearly requires the amendment, and it is in the best interest of the public at large, the citizens of the Town of Addison, and helps promote the general welfare and safety of this community, now, therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS:

SECTION 1. That Comprehensive Zoning Ordinance of the Town of Addison, Texas, as heretofore amended, is hereby amended so as to grant a special use permit to a Sanitary Sewer Lift Station.

OFFICE OF THE CITY SECRETARY

ORDINANCE NO. 096-015

Said zoning amendment shall be noted on the official zoning map of the Town of Addison, Texas, and is situated on the following described land:

Being a tract of land identified as Lot 8B, a part of a Replat of Lot 8, Block B, Beltwood North, Phase 2, an addition to the City of Addition, Texas as recorded i Volume 79204, page 1638 of the Map Records of Dallas County, Texas and being more particularly described as follows:

COMMENCING at the intersection of the east line of Midway Road (a 100-foot right-of-way) and the north line of Kellway Circle (a 60-foot right-of-way), said point being the beginning of a curve to the left on Kellway Circle having a central angle of $45^{\circ}16'48''$, a radius of 213.00 feet and a tangent length of 88.84 feet; Thence along the curve and the north line of Kellway Circle 168.33 feet to the end of curve and to the beginning of a curve to the right; Thence along said curve to the right having a central angle of $44^{\circ}53'18''$, a radius of 275.36 feet and a tangent length of 113.74 feet; Thence along the curve and the north line of Kellway Circle to the beginning of a curve to the right; Thence along said curve to the right having a central angle of $29^{\circ}06'55''$, a radius of 80.00 feet and a tangent length of 20.78 feet; Thence along the curve and the north line of Kellway Circle 40.65 feet to the end of curve and to the Point of Beginning;

THENCE N $00^{\circ}14'00''$ West, 310-09 feet to a point for corner on the north addition line of Beltwood North, Phase 2;

THENCE N $89^{\circ}46'00''$ East, 203.99 feet along the north addition line of said Beltwood North, Phase 2 to a point for corner;

THENCE S $20^{\circ}35'10''$ East, 313.25 feet to a point for corner;

THENCE S $69^{\circ}23'50''$ West, 280.00 feet to a point for corner on the north and east line of Kellway Circle;

THENCE N $20^{\circ}36'10''$ West, 41.58 feet along the north and east line of Kellway Circle to the beginning of a curve to the left;

THENCE along said curve to the left having a central angle of 40°30'55", a radius of 80.00 feet and a tangent length of 29.53 feet;

THENCE 56.57 feet along the curve and the north and east line of Kellway Circle to the end of curve and the Point of Beginning and containing 91,004 square feet or 2.089 acres of land more or less.

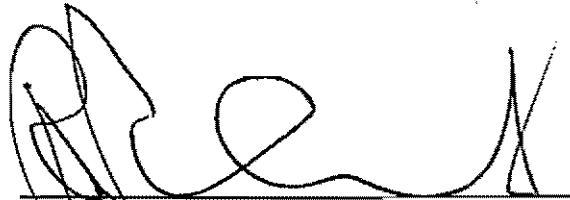
SECTION 2. That the sanitary sewer lift station approved through this Special Use Permit shall be developed in accordance with the site plan, landscaping plan, and elevation drawings attached hereto and made a part hereof for all purposes.

SECTION 3. That all ordinances of the City in conflict with the provisions of this ordinance be, and the same are hereby repealed and all other ordinances of the City not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 4. That any person, firm, or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Comprehensive Zoning Ordinance of the city, as heretofore amended, and upon conviction shall be punished by a fine set in accordance with Chapter 1, General Provisions, Section 1.10, General penalty for violations of Code; continuing violations, of the Code of Ordinances for the Town of Addison.

SECTION 5. That should any paragraph, sentence, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole or any part or provisions thereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of this ordinance as a whole.

DULY PASSED BY THE CITY COUNCIL OF THE TOWN OF ADDISON,
TEXAS, on this the 14th day of May, 1996.


MAYOR

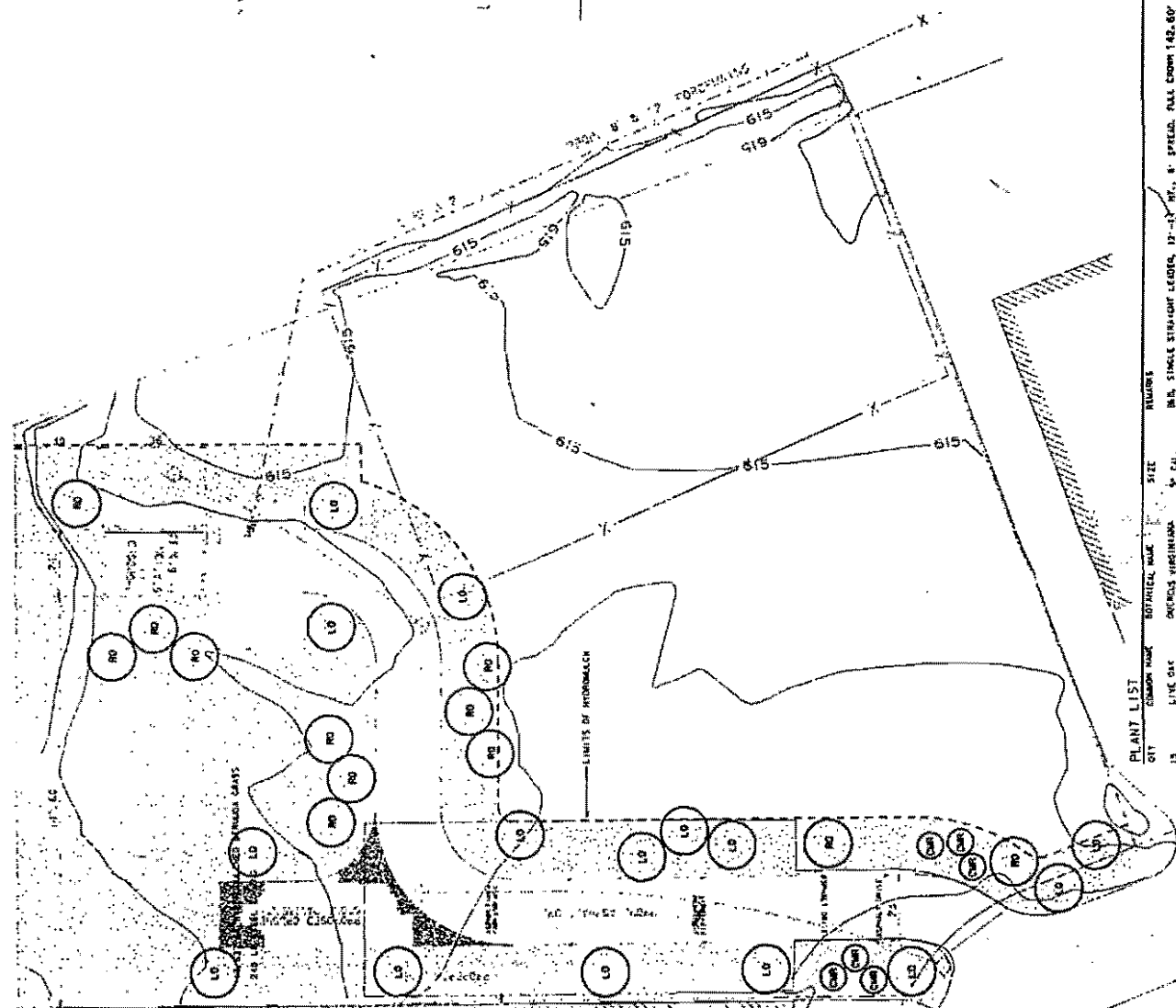
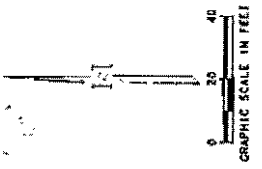
ATTEST:


CITY SECRETARY

CASE NO. 1229-SUP

APPROVED AS TO FORM:


DIRECTOR OF DEVELOPMENT SERVICES



- LEGEND**
- 10 LIVE OAK
 - 20 RED OAK
 - 30 GRAPE WATTLE - RED
 - 40 HYDROMATCH
 - 50 LIMIT OF HYDROMATCH

PLANTING NOTES:

1. ALL PLANTS TO BE PLANTED IN THE MIDDLE OF THE PLANTING AREA.
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PRELIMINARY - FOR REVIEW ONLY
 THIS DOCUMENT IS NOT TO BE USED FOR CONSTRUCTION OR ANY OTHER PURPOSE WITHOUT THE WRITTEN CONSENT OF THE ARCHITECT.
 DATE: 11/15/11
 PROJECT: TOWN OF ADDISON, TEXAS
 SHEET: 11 OF 11

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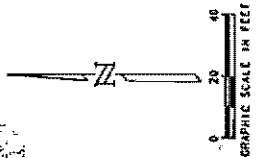
TOWN OF ADDISON, TEXAS
MIDWAY/BELTLINE SANITARY SEWER
PHASE II
LIFT STATION
LANDSCAPE ARCHITECTURAL SITE PLAN

Cartier Burgess
 Landscape Architecture
 11111 Highway 101, Suite 100
 Dallas, Texas 75243
 Phone: (214) 343-1111
 Fax: (214) 343-1112
 www.cartierburgess.com

DATE: 11/15/11
 SHEET: 11 OF 11

PLANT LIST

QTY	COMMON NAME	BOTANICAL NAME	SIZE	REMARKS
13	LIVE OAK	QUERCUS VIRGINIANA	5' CAL.	MIN. SINGLE STRAIGHT LEADER, 12"-14" HT., 8" SPREAD, FULL CROWN 142-60'
12	RED OAK	QUERCUS SP. VARIETAL	8' CAL.	MIN. SINGLE STRAIGHT LEADER, 12"-14" HT., 8" SPREAD, FULL CROWN
4	GRAPE WATTLE	VITIS SP. VARIETAL	16"-18" HT.	MIN. MULTI-TRUNK, MATCHED, 5" SPREAD, FULL CROWN, 3 LINE VITICULTURE
	35,516 SF	GRASS		HYDROMATCH



LEGEND

- ① COORDINATE POINT NUMBER
- EXISTING ELEVATION
- PROPOSED ELEVATION
- EXISTING CONTOUR
- PROPOSED CONTOUR

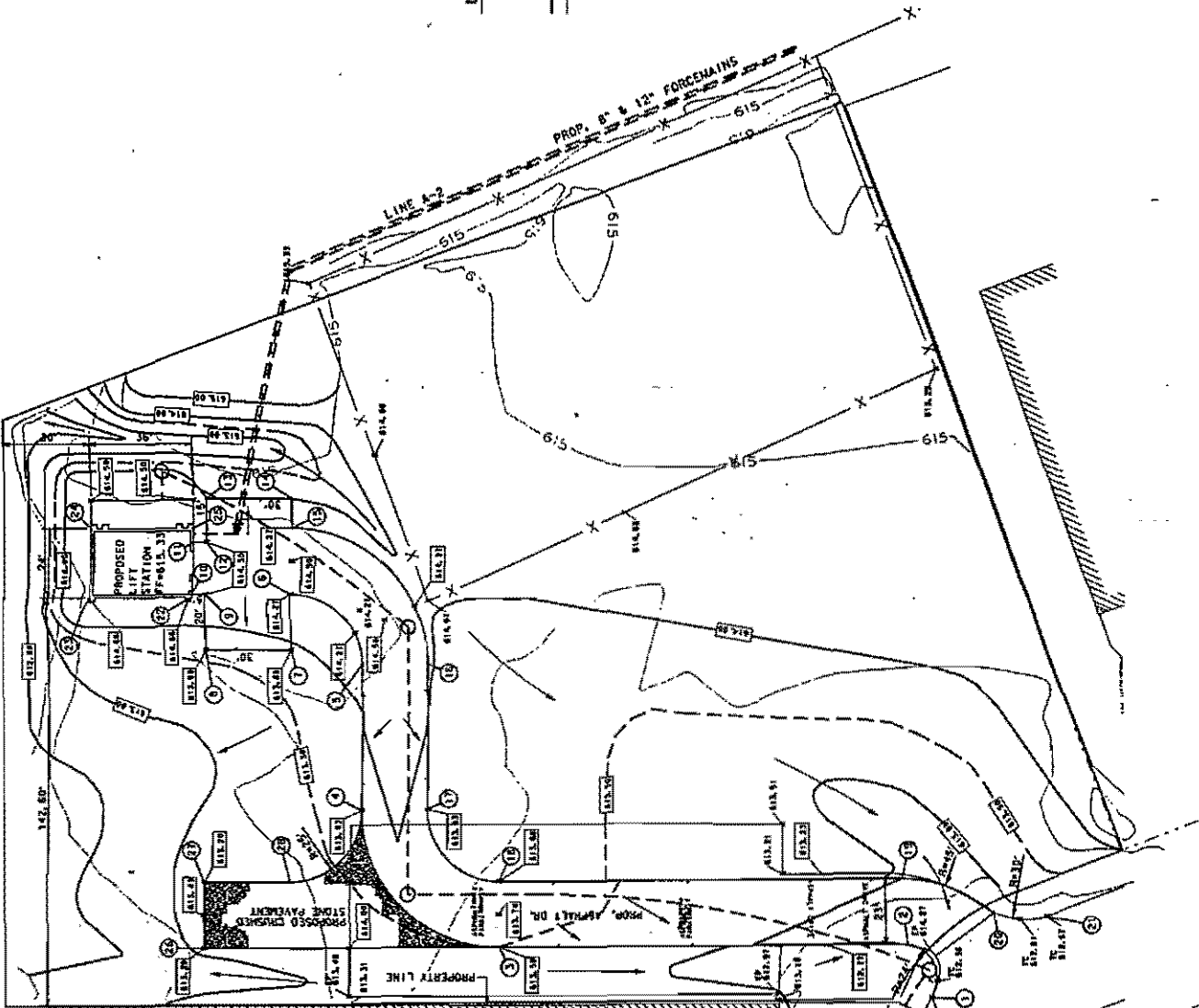
PRELIMINARY - FOR REVIEW ONLY
 These documents are for Design Review only. They are not to be used for construction or other purposes without the approval of the Engineer.
 ZOBELL/UMRIS
 4800 S. GARDNER
 DALLAS, TEXAS 75242
 Date: 04/14/16

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TOWN OF ADDISON, TEXAS
MIDWAY/BELTLINE SANITARY SEWER
PHASE II
LIFT STATION
SITE & GRADING PLAN

Carter-Burgess
 10000 W. LAKELAND BLVD., SUITE 100
 DALLAS, TEXAS 75247
 TEL: 972-382-1000
 FAX: 972-382-1001
 WWW: CARTERBURGESS.COM

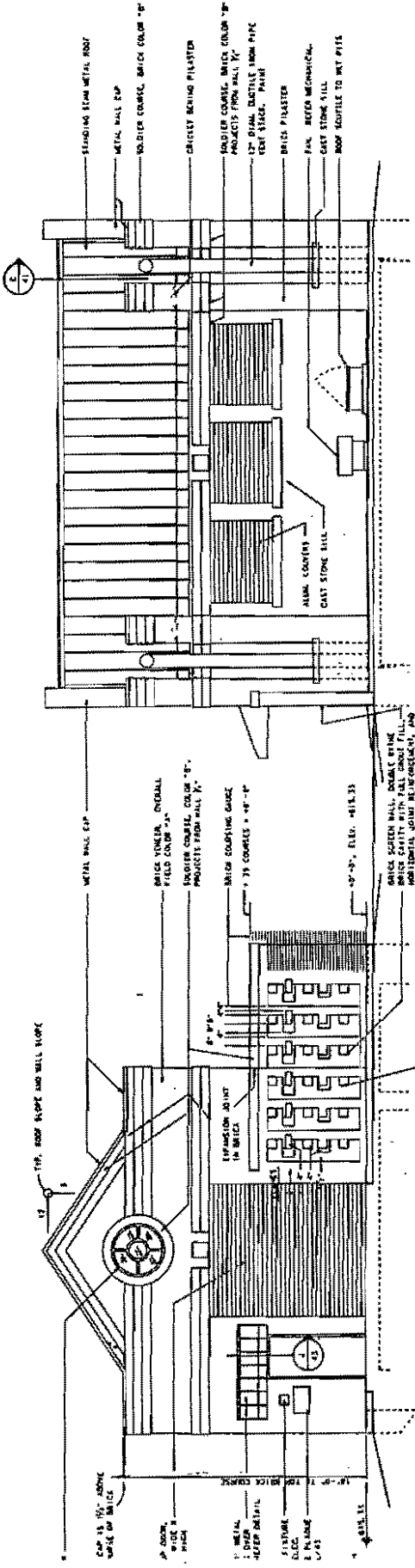
DATE: 04/14/16
 DRAWN: J. L. WOODRUFF
 CHECKED: J. L. WOODRUFF
 PROJECT NO.: 15-018-003
 SHEET NO.: 39 OF 63



COORDINATE CONTROL POINTS TABLE

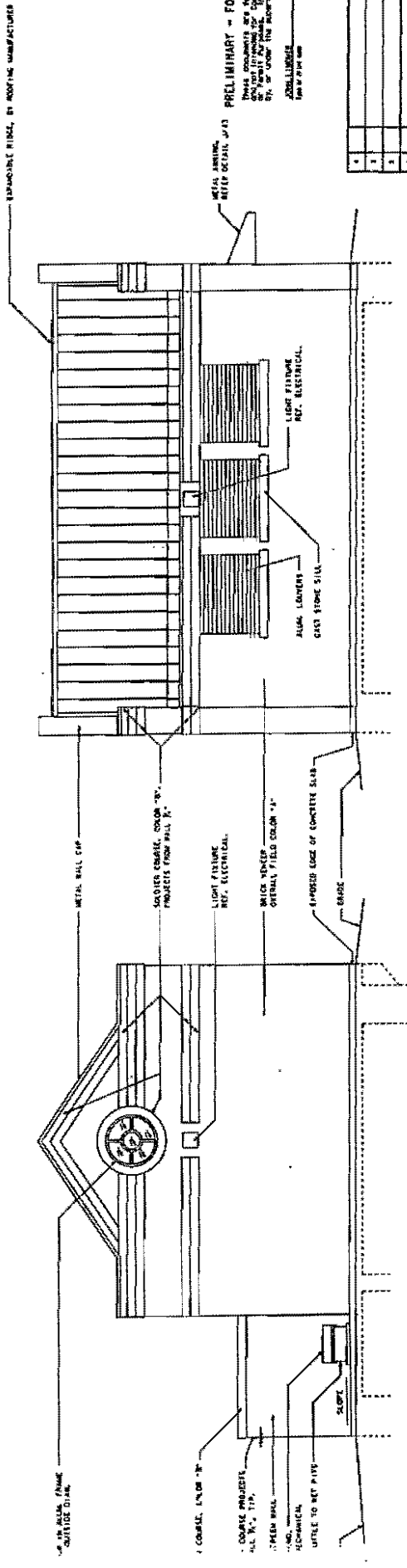
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2	2202177.02	475592.33	P.I.
3	2202176.92	475735.06	P.C.
4	2202224.89	475793.06	P.I.
5	2202275.77	475783.06	P.C.
6	2202300.77	475802.06	P.I.
7	2202280.77	475802.06	PAVEMENT CORNER
8	2202280.77	475826.06	PAVEMENT CORNER
9	2202300.77	475826.06	PAVEMENT CORNER
10	2202316.77	475842.65	PAVEMENT AT BUILDING
11	2202316.77	475842.65	PAVEMENT CORNER
12	2202333.77	475836.06	PAVEMENT CORNER
13	2202333.77	475836.06	PAVEMENT CORNER
14	2202333.77	475809.06	PAVEMENT CORNER
15	2202373.77	475809.06	P.C.
16	2202274.77	475766.06	P.I.
17	2202274.77	475766.06	P.C.
18	2202195.86	475735.07	P.I.
19	2202195.98	475735.07	P.C.
20	2202187.91	475582.12	P.R.C.
21	2202186.45	475543.51	MATCH EX. N. P.I.
22	2202293.61	475842.65	BUILDING CORNER
23	2202293.61	475842.65	BUILDING CORNER
24	2202324.81	475842.65	BUILDING CORNER
25	2202324.81	475842.65	BUILDING CORNER
26	2202176.87	475836.06	GRAVEL TURNAROUND
27	2202194.81	475836.06	GRAVEL TURNAROUND
28	2202194.83	475836.06	GRAVEL TURNAROUND

096-015



SOUTH ELEVATION
1/8" = 1'-0"

EAST ELEVATION
1/8" = 1'-0"



NORTH ELEVATION
1/8" = 1'-0"

WEST ELEVATION
1/8" = 1'-0"

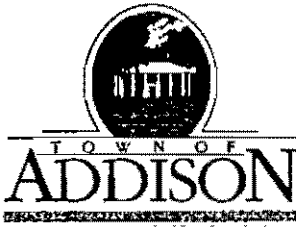
PRELIMINARY - FOR REVIEW ONLY
These documents are for design. Review on your own or by a professional engineer, architect, or contractor. Do not use for construction or for any other purpose without the written consent of the engineer.

DATE: 05/21/2020
BY: [Signature]

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TOWN OF ADDISON, TEXAS
MIDWAY/BELTLINE SANITARY SEWER
PHASE II
LIFT STATION -
ARCHITECTURAL EXTERIOR ELEVATIONS

Carter Burgess
CARTER BURGESS INC.
1000 W. WYOMING ST.
DALLAS, TX 75201
TEL: 214.750.1234
FAX: 214.750.1234



CITY MANAGER'S DEPARTMENT

• (214) 450-7000 • FAX (214) 960-7684

Post Office Box 144 Addison, Texas 75001-0144

5300 Belt Line Road

April 22, 1996

Mr. Len Di Giacomo
Universal Investments, Inc.
P.O. Box 503
Addison, Texas 75001

Re: Proposed Kellway Circle Lift Station

Dear Mr. Di Giacomo:

This letter is in response to issues you have raised regarding the Town's proposed sanitary sewer lift station at 4225 Kellway Circle. It is my understanding that you are concerned about the possibility of a persistent odor being emitted from the lift station and what measures the Town will take to correct the problem if one occurs, and that you are also concerned about access to your property during construction of the Town's proposed public sewer interceptor. Be assured that the Town is committed to constructing a first class public works facility that will be compatible with surrounding properties.

Carter & Burgess, Inc., the design firm for the station, is one of the top engineering firms in the southwest. They are confident that they have designed a facility that has the necessary technology to control odors emitted from the lift station so that neighboring properties will not be affected. However, while the Town cannot guarantee that there will never be a problem, if a continuous problem does occur the Town will seek to correct the situation in a timely manner.

As Town Staff has discussed with you, different methods are available to correct a potential odor problem, and what those methods are will depend upon the degree of the problem. The solution could be as simple as increasing the height of the vent stacks at the lift station or as complicated as adding scrubbers to the vent stacks to filter the exhaust air. The Town will even consider modifying the exhaust vents that are on the east side of your building. The goal of the Town is to be a good neighbor, and we will work toward that end.

With regard to your concern about access to your property during construction of the project, let me assure you that because you have only one driveway in and out of your property, you will always have access. The contractor will bore under your driveway when constructing the sewer interceptor. It is the Town's policy in its construction projects to always keep one driveway open.

Mr. Len Di Giacomo
Universal Investments, Inc.
April 19, 1996
Page 2

I hope that this letter has sufficiently addressed your concerns and conveyed to you the Town's desire to work with you and the other property owners. The Town is committed to quality service and creating a community in which business owners such as you desire to be located.

If you have any questions, please feel free to call me at 450-7028.

Sincerely,

A handwritten signature in black ink that reads "Ron Whitehead". The signature is written in a cursive style with a large, prominent "R" and "W".

Ron Whitehead
City Manager

TOWN OF
ADDISON

PUBLIC WORKS

To: Vic Sahm

From: John Baumgartner, P.E.
Director

Company: Maxi-Lift

Phone: 214/450-2886

FAX: 214/931-6643

FAX #: 242-8203

Date: 4 | 23 | 96

16801 Westgrove

P.O. Box 144

Addison, TX 75001

of pages (including cover): 3

Original in mail Per your request FYI Call me

Comments: please call me

COWLES & THOMPSON

A PROFESSIONAL CORPORATION

ATTORNEYS AT LAW

901 MAIN STREET, SUITE 4000
DALLAS, TEXAS 75202-3793

TELEPHONE (214) 672-2000

FAX (214) 672-2020

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ONE AMERICAN CENTER, SUITE 777
909 E.S.E. LOOP 323
TYLER, TEXAS 75701-9884
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November 9, 1995

Thomas M. Whelan, Esq.
Novakov, Davidson & Flynn
Suite 2000
750 North St. Paul
Dallas, TX 75201-3286

Re: Case No. 1229-SUP/Town of Addison in which the Town seeks approval of a
Special Use Permit for Installation of a Sewer Lift Station

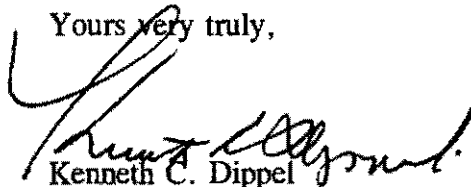
Dear Mr. Whelan:

I have been in contact with Brian Casey of your office with reference to the hearing in the above-styled matter. At your request, the hearing was rescheduled from October 10, 1995, until November 14, 1995, as a convenience to your client.

I have indicated to Mr. Casey the City Engineer's staff will be pleased to meet with you and your client prior to the November 14, 1995, City Council meeting to discuss any concerns that you have. I hereby renew that offer.

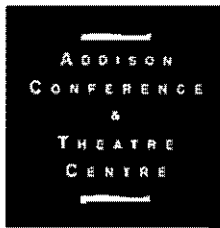
If I do not hear from you, I will see you at the City Council chambers at 7:30 p.m. on November 14 when the City Council considers a special use permit for the installation of a sewer lift station in the 4800 Block of Kellway Circle.

Yours very truly,


Kenneth C. Dippel

KCD/gk

cc: Mr. Ron Whitehead, City Manager ✓
Mr. John Baumgartner, City Engineer



Housley COMMUNICATIONS INC.
3122 Kellway Circle
CARROLLTON, TX 75006

ATTN R. KEVIN Housley

RE: 1.5 Acre Tract of land, part of lot 8B of lot B,

city of Addison, Tex

DEAR Mr. Housley.

→ and more commonly known as Kellway Circle
Addison, TX

Housley Communications has been a lease tenant
on an approximate 1.5 ACRE tract of land on
a part of ~~Tract~~ lot 8B, Block B, Kellway Circle
in Addison, Texas, since November 1, 1994.

Over the past 6 years your company has been
a good ~~re~~ and responsible tenant and the town
has enjoyed that relationship.

At this time however, due to the town of Addison's
growth in the public work department our
need for additional yard storage out ways our
need to lease continue to lease out the Kellway
Circle property.

Therefore, ~~I~~ per the terms of the ~~I~~ short
term lease agreement between the town of



Addison and Housley Communications, ~~I~~
The Town of Addison is terminating the
~~referent~~ referenced lease ~~agre~~ agreement.

In the lease agreement you have ~~90~~ ^{or} days maximum
of 90 days to vacate the property. ~~WMMW 11~~
Therefore, 90 days from Monday March 12, 2001
will be Sunday JUNE 10, 2001.

~~Again thank you for your~~

Thank you for your immediate attention
to this matter. Should you have any
questions, please contact me 972-450-2870

Sincerely

Phil

cc: Don
Chris
Randy
Flaine Detiglia
Keith Thomson