

2002 SOUTH QUORUM ACQUISITION -  
CRESCENT

12/21/02

Steve Cole

214-348-0928

~~214-348-0928~~

Dallas

(m) 817-429-6161

817-321-1524

Ken Pearson

214-999-6123

**Oxford**<sup>®</sup>

⊗ ESSELTE

MADE IN U.S.A.

NO. FM310

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• • •

OWLES & THOMPSON

A Professional Corporation

ATTORNEYS AND COUNSELORS



JOHN M. HILL  
214.672.2170  
JHILL@COWLESTHOMPSON.COM

January 21, 2002

Ms. Carmen Moran  
City Secretary  
Town of Addison  
P.O. Box 9010  
Addison, TX 75001-9010

RE: Special Warranty Deed

Dear Carmen:

Enclosed please find for filing in the Town's records a Special Warranty Deed from Crescent Real Estate Equities Limited Partnership to the Town. This Deed concerns a tract of land which the Town acquired in connection with the improvements to South Quorum. The City will be conveying this tract to Farmers Branch pursuant to an agreement with Farmers Branch.

Please give me a call if you have any questions.

Very truly yours,

John M. Hill

JMH/yjr  
Enclosure

cc: Mr. Jim Pierce  
Mr. Kenneth Dippel

**SPECIAL WARRANTY DEED**

01/02/02

3013190

\$23.00

Deed

CRESCENT REAL ESTATE EQUITIES LIMITED PARTNERSHIP, a Delaware limited partnership ("Grantor"), for and in consideration of the sum of \$10.00 cash in hand paid by the Town of Addison, Texas ("Grantee"), whose address is 5300 Belt Line Road, Dallas, Texas 75240-7606, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor, has GRANTED, BARGAINED, SOLD, and CONVEYED, and by these presents does GRANT, BARGAIN, SELL, and CONVEY unto Grantee, the real property situated in Dallas County, Texas and described in Exhibit "A" attached hereto and made a part hereof for all purposes, together with all and singular the rights, benefits, privileges, easements, tenements, hereditaments, and appurtenances thereon and with all improvements located thereon or in anywise appertaining thereto and any right, title and interest of Grantor in and to adjacent streets, alleys and rights-of-way contiguous and adjacent to the to the centerline thereof. (Said real property, together with Grantor's interest in the rights, benefits, privileges, easements, tenements, hereditaments, appurtenances and interests related thereto, being hereinafter referred to as the "Property").

This conveyance is being made by Grantor and accepted by Grantee subject only to those certain title exceptions and other matters set forth in Exhibit "B" attached hereto and made a part hereof for all purposes, but only to the extent that such exceptions are valid, existing, and, in fact, affect the Property.

This conveyance is being made by Grantor and accepted by Grantee subject to taxes for the year 1999, payment of which Grantee assumes.

TO HAVE AND TO HOLD the Property, together with, all and singular, the rights and appurtenances thereto in anywise belonging, to Grantee and Grantee's successors and assigns forever; and subject only to the exceptions set forth on the attached Exhibit "B", Grantor does hereby bind Grantor and Grantor's successors and assigns to warrant and forever defend, all and singular, the Property unto the Grantee and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof by, through, or under Grantor, but not otherwise.

**GRANTEE ACKNOWLEDGES AND AGREES THAT GRANTOR IS NOT MAKING AND SPECIFICALLY DISCLAIMS ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OR REPRESENTATIONS AS TO MATTERS OF TITLE (OTHER THAN GRANTOR'S WARRANTY OF TITLE SET FORTH IN THIS SPECIAL WARRANTY DEED), ZONING, TAX CONSEQUENCES, PHYSICAL OR ENVIRONMENTAL CONDITIONS, AVAILABILITY OF ACCESS (SPECIFICALLY MAKING NO WARRANTY OF COMPLIANCE WITH THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT OF 1990), INGRESS OR EGRESS, OPERATING HISTORY OR**

PROJECTIONS, VALUATION, GOVERNMENTAL APPROVALS, GOVERNMENTAL REGULATIONS OR ANY OTHER MATTER OR THING RELATING TO OR AFFECTING THE PROPERTY INCLUDING, WITHOUT LIMITATION: (A) THE VALUE, CONDITION, MERCHANTABILITY, MARKETABILITY, PROFITABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE OF THE PROPERTY; (B) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS INCORPORATED INTO ANY OF THE PROPERTY; AND (C) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY. GRANTEE AGREES THAT WITH RESPECT TO THE PROPERTY, GRANTEE HAS NOT RELIED UPON AND WILL NOT RELY UPON, EITHER DIRECTLY OR INDIRECTLY, ANY STATEMENT, REPRESENTATION OR WARRANTY OF GRANTOR OR ANY AGENT OF GRANTOR. BY ACCEPTANCE OF THIS DEED GRANTEE REPRESENTS THAT IT IS A KNOWLEDGEABLE PURCHASER OF REAL ESTATE AND THAT IT IS RELYING SOLELY ON ITS OWN EXPERTISE AND THAT OF GRANTEE'S CONTRACTORS, AND THAT GRANTEE HAS CONDUCTED SUCH INSPECTIONS AND INVESTIGATIONS OF THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AND IS RELYING UPON SAME, AND ASSUMES THE RISK THAT ADVERSE MATTERS, INCLUDING, BUT NOT LIMITED TO, ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, MAY NOT HAVE BEEN REVEALED BY GRANTEE'S INSPECTIONS AND INVESTIGATIONS. BY ACCEPTANCE OF THIS DEED GRANTEE ACKNOWLEDGES AND AGREES THAT GRANTOR IS CONVEYING AND GRANTEE IS ACCEPTING THE PROPERTY "AS IS, WHERE IS," WITH ALL FAULTS, AND GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT THERE ARE NO ORAL AGREEMENTS, WARRANTIES OR REPRESENTATIONS, COLLATERAL TO OR AFFECTING THE PROPERTY BY GRANTOR, ANY AGENT OF GRANTOR OR ANY THIRD PARTY. GRANTOR IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS, OR INFORMATION PERTAINING TO THE PROPERTY FURNISHED BY ANY REAL ESTATE BROKER, AGENT, EMPLOYEE, SERVANT OR OTHER PERSON.

EXECUTED to be effective the 28<sup>th</sup> day of December, 2001.

**GRANTOR:**

CRESCENT REAL ESTATE EQUITIES  
LIMITED PARTNERSHIP  
a Delaware limited partnership

By: Crescent Real Estate Equities, Ltd.,  
General Partner

By: [Signature]  
Name: Daniel E. Smith  
Title: Vice President and Corporate Counsel

**GRANTEE:**

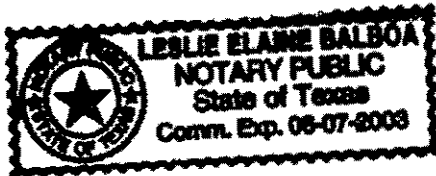
TOWN OF ADDISON, TEXAS

By: [Signature]  
Name: CITY MANAGER  
Title: RON WHITEHEAD

STATE OF TEXAS §  
  §  
COUNTY OF Tarrant §

This instrument was acknowledged before me on December 28<sup>th</sup>, 2001 by Daniel E. Smith, VP + Corporate Counsel of Crescent Real Estate Equities, Ltd., General Partner of Crescent Real Estate Equities Limited Partnership, a Delaware limited partnership on behalf of said partnership.

[Signature]  
Notary Public, State of Texas



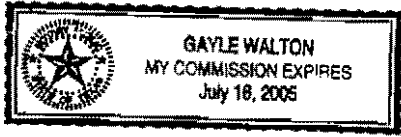
DAL-418493.2  
30579.55

2002 001 10342

STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS   §

This instrument was acknowledged before me on January 2, 2007, Ron Whitehead, City Manager of the Town of Addison, Texas a municipal corporation, on behalf of said corporation.

Gayle Walton  
Notary Public, State of Texas



**EXHIBIT "A"**

**LAND**

**See Attached Pages 2 and 3 to this Exhibit "A"**



COUNTY : DALL/
ROADWAY : SOUT QUORUM/INWOOD CONNECTION
PARCEL : 4

PARCEL 4

BEING A 0.6773 ACRE TRACT OF LAND SITUATED IN THE CITY OF FARMERS BRANCH, DALLAS COUNTY, TEXAS. IN T JOSIAH PANCOAST SURVEY, ABSTRACT NO. 1146, AND BEING PART OF LOT 1 AND LOT 2, BLOCK 1 OF ANDERSON & WHITE ADDITION, AN ADDITION TO THE CITY OF FARMERS BRANCH, DALLAS COUNTY, TEXAS. ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 9 3, PAGE 895, PLAT RECORDS OF DALLAS COUNTY, TEXAS, AND BEING PART OF A TRACT OF LAND CONVEYED TO CRESCENT REAL ESTATE EQUITIES LIMITED PARTNERSHIP ACCORDING TO THE DEED RECORDED IN VOLUME 97092, PAGE 02797, DEED RECORDS OF DALLAS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD LYING AT THE SOUTHWEST CORNER OF BLOCK 3, QUORUM ADDITION, AN ADDITION TO THE TOWN OF ADDISON, DALLAS COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 79100, PAGE 1895, DEED RECORDS OF DALLAS COUNTY, TEXAS, AND BEING THE SOUTHEAST CORNER OF BLOCK 3, QUORUM WEST ADDITION, AN ADDITION TO THE TOWN OF ADDISON, DALLAS COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 81005, PAGE 1454, DEED RECORDS OF DALLAS COUNTY TEXAS, SAID POINT LYING AT THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 07 DEGREES 26 MINUTES 37 SECONDS, A RADIUS OF 758.0 FEET, A CHORD BEARING OF SOUTH 20 DEGREES 44 MINUTES 53 SECONDS EAST AND A CHORD LENGTH OF 98.41 FEET;

THENCE ALONG SAID CURVE TO THE RIGHT AN ARC DISTANCE OF 98.48 FEET TO A POINT FOR CORNER;

THENCE SOUTH 17 DEGREES 01 MINUTES 34 SECONDS EAST A DISTANCE OF 237.60 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 29 DEGREES 18 MINUTES 29 SECONDS, A RADIUS OF 260.0 FEET, A CHORD BEARING OF SOUTH 02 DEGREES 22 MINUTES 19 SECONDS EAST AND A CHORD LENGTH OF 131.55 FEET;

THENCE ALONG SAID CURVE TO THE RIGHT AN ARC DISTANCE OF 133.0 FEET TO A POINT FOR CORNER, SAID POINT BEING A POINT OF REVERSE CURVE AND LYING AT THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 12 DEGREES 31 MINUTES 08 SECONDS, A RADIUS OF 240.0 FEET, A CHORD BEARING OF SOUTH 06 DEGREES 01 MINUTES 22 SECONDS WEST AND A CHORD LENGTH OF 52.33 FEET.

THENCE ALONG SAID CURVE TO THE LEFT AN ARC DISTANCE OF 52.44 FEET TO A POINT FOR CORNER LYING IN THE NORTH LINE OF LOT 4, BLOCK 1 OF WELLINGTON SQUARE, AN ADDITION TO THE CITY OF FARMERS BRANCH, DALLAS COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 79206, PAGE 0350, DEED RECORDS OF DALLAS COUNTY, TEXAS;

THENCE ALONG THE NORTH LINE OF SAID LOT 4, BLOCK 1 OF WELLINGTON SQUARE, SOUTH 88 DEGREES 41 MINUTES 19 SECONDS WEST A DISTANCE OF 10.63 FEET TO A POINT FOR CORNER LYING IN THE NORTHEAST LINE OF A 100 FOOT D. P. & L. CO. RIGHT-OF-WAY ACCORDING TO THE DEED RECORDED IN VOLUME 4617, PAGE 375, DEED RECORDS OF DALLAS COUNTY, TEXAS;

THENCE ALONG THE NORTHEAST LINE OF THE PREVIOUSLY MENTIONED 100 FOOT D. P. & L. CO. RIGHT-OF-WAY, NORTH 17 DEGREES 01 MINUTES 34 SECONDS A DISTANCE OF 526.59 FEET (ALSO CALLED NORTH 17 DEGREES 01 MINUTES 00 SECONDS WEST A DISTANCE OF 526.67 FEET) TO A 1/2" IRON ROD LYING IN THE SOUTH LINE OF BLOCK 3, QUORUM WEST ADDITION AS PREVIOUSLY DESCRIBED;

THENCE ALONG THE SOUTH LINE OF SAID BLOCK 3, QUORUM WEST ADDITION SOUTH 89 DEGREES 27 MINUTES 36 SECONDS EAST (ALSO CALLED SOUTH 89 DEGREES 28 MINUTES 00 SECONDS EAST) A DISTANCE OF 60.43 FEET TO THE POINT OF BEGINNING AND CONTAINING APPROXIMATELY 29,501.15 SQUARE FEET OR 0.6773 ACRES OF LAND.

Handwritten signature of Ronald A. Young and a circular professional seal for the State of Texas, Registered Professional Land Surveyor, Ronald A. Young, No. 2960, Commission Expires 2/10/99.

EXHIBIT "A" - Page 2 of 3

RONALD A. YOUNG
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REG. NO. 2960

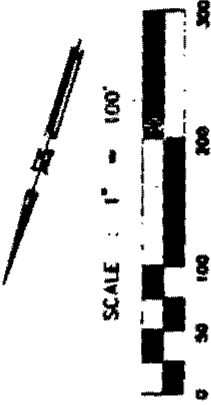
COUNTY  
ROADWAY  
PARCEL

DALLAS  
SOUTH OLIVARIA/ARWOOD  
CONNECTION

*Ronald A. Young*  
RONALD A. YOUNG  
REGISTERED PROFESSIONAL SURVEYOR  
TEXAS REG. NO. 2968  
2/10/99



**ADDISON**



CV	DLTA	CHORD	CHORD
NO	WAGHS	ANGLE	LENGTH
1	07 26 37"	5 20 46' 31" E	98.61
2	28 18 29"	5 02 22' 18" E	131.53
3	72 31 06"	5 06 01' 23" W	52.33

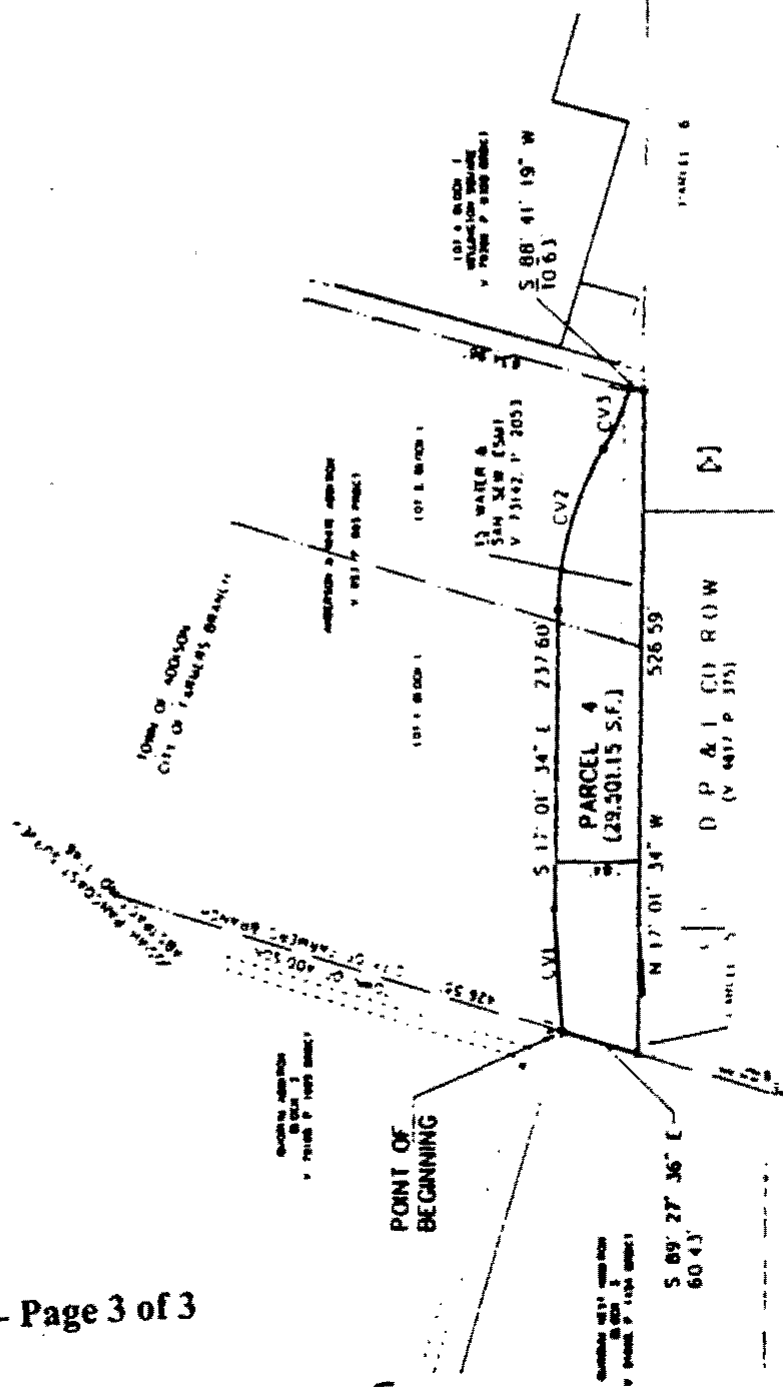


EXHIBIT "A" - Page 3 of 3

ST LOUIS & SOUTHWESTERN RAILROAD

HILWOOD ROAD

2002 001 10346

## **EXHIBIT "B"**

### **Exceptions**

Recorded and validly existing public utility easements and restrictive covenants of record in the Real Property Records of Dallas County, Texas, including the following:

1. Restrictive covenants recorded in Volume 5582, Page 277, Deed Records of Dallas County, Texas. Certain documents recorded in the public records may have language restricting land ownership or use because of race, color, creed, national origin, religion, disabilities, handicap, sex, or familial status (called herein "Personal Restrictions"). Federal law prohibits enforcement of such personal restrictions. To the extent such Personal Restrictions are contained in any documents listed as an exception to this Special Warranty Deed, such Personal Restrictions or covenants are omitted from the exception.
2. Easement granted to the City of Addison and City of Farmers Branch by instrument dated July 10, 1973, executed by Stewart Company and recorded in Volume 73142, Page 2053, Deed Records of Dallas County, Texas.
3. Easement granted to the City of Dallas by instrument dated March 11, 1983, executed by Vantage Properties, Inc. and recorded in Volume 86128, Page 1555, Deed Records of Dallas County, Texas.



July 13, 2001

Mr. Jim Pierce  
Town of Addison  
P.O. Box 9010  
Addison, TX 75001-9010

Subject: Quorum Drive Extension

Dear Mr. Pierce:

City staff has inspected the final construction of Quorum Drive Extension and determined that the construction has been completed in compliance with the requirements of the City of Farmers Branch. In order for the street to be accepted by the City of Farmers Branch is the Quorum Drive Extension rights-of-way needs to be donated and subsequent acceptance of the rights-of-way by Farmers Branch City Council resolution.

Please call me if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'J. Murawski, Jr.', written over a horizontal line.

Jerome V. Murawski, Jr., P.E.  
City Engineer

g:jvm/letters/Addison/Quorum Acceptance



July 13, 2001

Mr. Jim Pierce  
Town of Addison  
P.O. Box 9010  
Addison, TX 75001-9010

Subject: Quorum Drive Extension

Dear Mr. Pierce:

Regarding the acceptance of Quorum Drive Extension, the construction is completed and acceptable to the City. In order for the street to be accepted by the City of Farmers Branch is the Quorum Drive Extension rights-of-way needs to be donated and subsequent acceptance of the rights-of-way by Farmers Branch City Council resolution. Before staff can recommend acceptance of the rights-of-way, direct access to the street via the railroad crossing is needed. The circuitous route from Farmers Branch through Belt Line Road to the Quorum Drive Extension makes it extremely difficult for public works to access the street for maintenance and it causes significant delays for public safety personnel to access the street for enforcement of traffic laws and response to emergencies.

Please call me if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'J. Murawski, Jr.', with a long horizontal stroke extending to the right.

Jerome V. Murawski, Jr., P.E.  
City Engineer

g:jvm/letters/Addison/Quorum Acceptance Conditions



# LETTER OF TRANSMITTAL

DATE	7-17-01	JOB NO.
ATTENTION		
RE:	Crescent / Quorum Drive Extension	

**Public Works / Engineering**  
 16801 Westgrove • P.O. Box 9010  
 Addison, Texas 75001-9010  
 Telephone: (972) 450-2871 • Fax: (972) 450-2837

TO John Hill  
J Cowles & Thompson

**GENTLEMAN:**

**WE ARE SENDING YOU**

- Shop Drawings
- Copy of letter
- Attached
- Prints
- Change order
- Under separate cover via \_\_\_\_\_ the following items:
- Plans
- Samples
- Specifications
- \_\_\_\_\_

COPIES	DATE	NO.	DESCRIPTION
1	7-13-01		Letter from Farmers Branch accepting construction of Quorum Drive Extension.

**THESE ARE TRANSMITTED as checked below:**

- For approval
- For your use
- As requested
- For review and comment
- FOR BIDS DUE \_\_\_\_\_ 19\_\_\_\_
- Approved as submitted
- Approved as noted
- Returned for corrections
- \_\_\_\_\_
- Resubmit \_\_\_\_\_ copies for approval
- Submit \_\_\_\_\_ copies for distribution
- Return \_\_\_\_\_ corrected prints
- PRINTS RETURNED AFTER LOAN TO US

REMARKS This should be everything you need to proceed with Crescent

COPY TO \_\_\_\_\_

SIGNED: JMM

*If enclosures are not as noted, please notify us at once.*



July 13, 2001

Mr. Jim Pierce  
Town of Addison  
P.O. Box 9010  
Addison, TX 75001-9010

Subject: Quorum Drive Extension

Dear Mr. Pierce:

City staff has inspected the final construction of Quorum Drive Extension and determined that the construction has been completed in compliance with the requirements of the City of Farmers Branch. In order for the street to be accepted by the City of Farmers Branch is the Quorum Drive Extension rights-of-way needs to be donated and subsequent acceptance of the rights-of-way by Farmers Branch City Council resolution.

Please call me if you have any questions.

Sincerely,

Jerome V. Murawski, Jr., P.E.  
City Engineer

g:jvm/letters/Addison/Quorum Acceptance

*5/18/01 FAXED CC: JOHN HILL*



May 18, 2001

Mr. Jim Pierce  
Town of Addison  
P.O. Box 9010  
Addison, TX 75001-9010

Subject: Landmark Boulevard

Dear Mr. Pierce:

City staff has inspected the final construction of Landmark Boulevard and determined that the construction has been completed in compliance with the requirements of the City of Farmers Branch and can be accepted when the rights-of-way has been donated and the railroad crossing has been completed.

Under the terms of the interlocal agreement relative to Landmark Boulevard, the land for the street is to be donated to Farmers Branch. The land has not been donated. Additionally the railroad crossing needs to be constructed before Farmers Branch accepts the street because of the circuitous route that must be taken presently to access the street. The circuitous route will make it difficult for public works to access the street for maintenance and it will cause significant delays for public safety personnel to access the street for enforcement of traffic laws and response to emergencies.

Please call me if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'J. Murawski, Jr.', with a long horizontal line extending to the right.

Jerome V. Murawski, Jr., P.E.  
City Engineer

g:jvm/letters/Addison/Landmark-reqmts for Acceptance



# HP LaserJet 3200se



TOALASERJET 3200  
9724502837  
MAY-24-2001 11:17

## Fax Call Report

Job	Date	Time	Type	Identification	Duration	Pages	Result
962	5/24/2001	11:16:29	Send	92146722020	0:58	2	OK

TOWN OF  
ADDISON

To: John Hill

Company: \_\_\_\_\_

FAX #: 214 672 2020

Date: 5-24-01

No. of pages (including cover): 2

PUBLIC WORKS

From: Jim Peace

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

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

STATE OF TEXAS

§  
§  
§

AGREEMENT

COUNTY OF DALLAS

THIS AGREEMENT ("Agreement") is entered into this 18<sup>th</sup> day of <sup>August</sup> ~~July~~, 1999 (the "Effective Date") by and between the Town of Addison, Texas (the "City") and Crescent Real Estate Equities Limited Partnership ("Crescent"), a Delaware limited partnership.

**RECITALS:**

1. Crescent owns that certain tract of land (the "Crescent Tract") located primarily in the City and which is more particularly described in Exhibit "A" attached hereto.
2. As set forth in the City's Thoroughfare Plan, the City anticipates and is in the process of acquiring right-of-way for the purpose of extending the Quorum Drive area in a southerly and easterly direction as set forth generally on the Site Plan (herein so called) set forth on the attached Exhibit "B". Part of such Quorum Drive extension includes a portion of the Crescent Tract, which portion is more particularly described on the attached Exhibit "C" (the "Property"). The Property is also visually depicted on the Site Plan.
3. Crescent desires to convey an easement (the "Easement") in the Property to the City to facilitate the extension of the Quorum Drive area by the City upon satisfaction of the terms and conditions contained herein. Upon Completion (hereafter defined) of the construction of the Extension (hereafter defined) Crescent may convey fee title to the Property to the City as set forth herein.

NOW, THEREFORE, for and in consideration of the mutual covenants and obligations set forth herein, the benefits flowing to each of the parties hereto, and other good and valuable consideration, the City and Crescent do hereby contract and agree as follows:

**Section 1. Incorporation of Recitals.** The above and foregoing recitals are true and correct and are incorporated herein and made a part hereof for all purposes.

**Section 2. Conveyance of Easement.** Crescent agrees to convey to the City the easement in the Property upon satisfaction of the Conditions Precedent set forth in Section 7 hereof. The conveyance of the Easement shall be by easement instrument, in the form attached hereto as Exhibit "D" (the "Easement Agreement"). Crescent shall convey good and indefeasible title to the Easement in the Property, subject only to recorded and validly existing public utility easements, restrictive covenants and

the Extension, the City shall (i) obtain all permits and approvals from each governmental entity having jurisdiction over the construction of the Extension, including but not limited to the City of Farmers Branch; (ii) obtain the agreement of the contractor ("Contractor") constructing the Extension to obtain and keep in force a policy or policies of insurance having the coverages listed on the attached Exhibit "E" listing Crescent as an additional insured thereunder. The City shall cause construction of the Extension to be completed on or before December 31, 2001, in accordance with the general guidelines set forth on the Site Plan (including the placement of curb cuts as indicated on the Site Plan) and all governmental rules and regulations. The City shall not permit or suffer any mechanics or materialmans lien (collectively, "Road Lien") be placed on the Property or the Crescent Tract as a result of the construction of the Extension or otherwise and shall immediately cause the same to be released upon filing of any such lien. Crescent shall afford the City and its contractor access to the Property during the construction of the Extension for so long as no default exists hereunder. As used herein, "Completion" shall mean (i) dedication and acceptance of the Extension by the City and City of Farmers Branch as applicable; (ii) no Road Lien filed; and (iii) delivery of a certificate of final completion from City's engineer that prepared the plans for the Extension. In the event Completion of the Extension does not occur by December 31, 2001, Crescent shall be entitled to terminate the Easement Agreement. Upon termination of the Easement Agreement, the City, at its sole cost, shall restore the Property to its original condition as of the Effective Date.

(b) Zoning. The City acknowledges that upon construction of the Extension, Crescent shall have satisfied requirement no. 1 applicable to Stage II, as set forth in Section 3 of Ordinance No. 085-001, passed by the City Council of the City on January 8, 1985.

(c) Environmental. As additional consideration for the transaction contemplated herein, City agrees that it will provide to Crescent immediately following the receipt of same by City copies of any and all reports, tests or studies involving Hazardous Materials (hereafter defined) on, under or at the Property which reports, tests or studies shall be addressed to both Crescent and City at no cost to Crescent; provided, however, City shall have no obligation to cause any such tests or studies to be performed on the Property. In the event that such reports, tests or studies indicate the existence or reasonable potential existence of any Hazardous Materials on, under or at the Property, Crescent may terminate this Agreement by giving written notice to the City within ten (10) business days after City delivers copies of such reports, tests or studies to Crescent. Upon such termination neither Crescent nor City shall have any further rights or obligations pursuant to this Agreement except for the City's Inspection Obligations which shall continue until fully performed. The term "Hazardous Materials" shall refer to all materials and substances which are defined as such in (or for purposes of) the Comprehensive Environmental Response, Compensation and Liability Act, any so called "superfund" or "superlien" law, the Toxic Substance Control Act, or any federal, state or local statute, ordinance, code, rule, regulations, order or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous

972-919-2588

*Called Jerry  
6/29/01*

*Crescent Real Estate Equities L.P.*

**Jim Pierce**

---

**From:** JERRY MURAWSKI [MURAWSKJ@ci.farmers-branch.tx.us]  
**Sent:** Wednesday, May 16, 2001 3:09 PM  
**To:** jpierce@ci.addison.tx.us  
**Subject:** Landmark

I'm sorry that I haven't got back to you about Landmark but bigger alligators have been chomping at my backside.

Right now I can't accept the street for two reasons. First, the street is built on property on which the City does not have any rights to. Second, we can't get the street for maintenance or enforcement because the crossing isn't in. The street is acceptable but we can't accept it yet.

I know you have had problems with the railroad. We had some success talking with Dave Everman, Dallas, Garland, and Northeastern Railroad at 972/487-8180 in getting the agreement for the crossing at Cambridge Concourse approved. The work should be completed within the next 60 days.

Jerome V. Murawski, Jr., P.E.  
City Engineer  
email: [Murawski@ci.farmers-branch.tx.us](mailto:Murawski@ci.farmers-branch.tx.us)  
phone: (972)919-2588

*Discuss with Jerry*

Jim Pierce

---

From: HILL, JOHN [jhill@cowiesthompson.com]  
Sent: Thursday, February 08, 2001 5:46 PM  
To: 'jpierce@ci.addison.tx.us'  
Cc: DIPPEL, KEN  
Subject: South Quorum

Jim:

The agreement with Farmers Branch provides that Addison will convey to FB fee simple title to the area owned by Crescent (Parcel 4, 29,501.15 sf). This conveyance is to take place when Addison acquires fee simple title to Parcel 4.

The Crescent agreement provides that Crescent is to convey an easement to Parcel 4 (which Crescent did), and then, upon completion of the Quorum Road extension, Crescent may convey fee simple title to Parcel 4 to the Town. Completion is defined in Section 3(a) of the Crescent agreement as:

- (i) dedication and acceptance of the extension by Addison and FB;
- (ii) no road lien filed; and
- (iii) delivery of a certificate of final completion from Addison's engineer that prepared the plans for the extension.

We will need:

1. something from Addison and FB indicating that the extension has been completed and accepted (do we have a letter, etc. from FB indicating their approval of the road?);
2. A letter from Mike Murphy as the Director of Public Works that, to the best of his knowledge as the Director of Public Works for the Town, no road lien has been filed in connection with the construction of the extension, and the Town is not aware of any road lien being filed; and
3. A certificate of final completion of the extension from the engineer that prepared the plans.

Once I have that information, I will forward it on to Crescent and request the execution of a special warranty deed conveying Parcel 4 to Addison.

Please give me a call with any questions.

John Hill  
214-672-2170

**Jim Pierce**

---

**From:** HILL, JOHN [jhill@cowlesthompson.com]  
**Sent:** Wednesday, June 27, 2001 8:30 AM  
**To:** 'jpierce@ci.addison.tx.us'  
**Subject:** RE: S. Quorum/Farmers Branch

Jim--I have mailed copies of the deeds and easements we received on the land in Farmers Branch to John Boyle, the FB city attorney, and I will soon follow up with him on that.

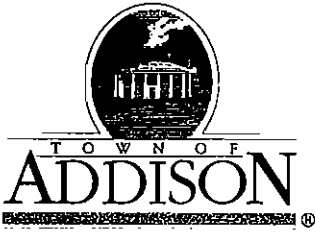
John

-----Original Message-----

**From:** jpierce@ci.addison.tx.us [mailto:jpierce@ci.addison.tx.us]  
**Sent:** Tuesday, June 26, 2001 6:04 PM  
**To:** jhill@cowlesthompson.com  
**Cc:** mmurphy@ci.addison.tx.us  
**Subject:** S. Quorum/Farmers Branch

Are you making progress on getting Farmers Branch to accept the road?  
Do you need anything from me?

Jim Pierce, P.E.  
Assistant Public Works Director  
PO Box 9010  
Addison, TX 75001-9010  
972-450-2879



**PUBLIC WORKS DEPARTMENT**

Post Office Box 9010 Addison, Texas 75001-9010

(972) 450-2871

16801 Westgrove

June 26, 2001

Mr. John M. Hill  
Cowles & Thompson  
901 Main Street, Suite 4000  
Dallas, Texas 75202-3793

Re: Quorum Drive Extension

Dear Mr. Hill

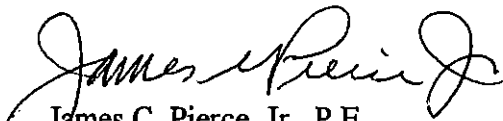
Our agreement with Crescent Real Estate Equities L.P. states that we need to deliver "a Certificate of Final Completion from the City's Engineer that prepared the plans for the Extension".

During the construction phase of the project, the Town of Addison used its own staff, under my direct supervision, to inspect the progress of the road construction, the quality of the work, and to be sure the work was completed in accordance with the approved plans and specifications. The Design Engineer was not involved in the construction phase of the project.

The work has been completed in accordance with the plans and specifications and The Town of Addison has accepted the project. Please accept this as the Certificate of Final Completion for the project.

Very truly yours,

Town of Addison

  
James C. Pierce, Jr., P.E.  
Assistant Public Works Director

cc: Chris Terry, Assistant City Manager  
Michael E. Murphy, P.E., Director of Public Works

*Fax  
214-672-2020*

*John -  
Original  
in the  
mail*

*Jim*  
*After I sent the E-mail I realized you needed this*

# HP LaserJet 3200se



TOALASERJET 3200  
9724502837  
JUN-26-2001 18:54

## Fax Call Report

Job	Date	Time	Type	Identification	Duration	Pages	Result
600	6/26/2001	18:53:57	Send	92146722020	0:49	1	OK



PUBLIC WORKS DEPARTMENT  
Post Office Box 9010 Addison, Texas 75001-9010

(972) 450-2871  
10001 Westgrove

June 26, 2001

Mr. John M. Hill  
Cowles & Thompson  
901 Main Street, Suite 4000  
Dallas, Texas 75202-3793

Re: Quorum Drive Extension

Dear Mr. Hill

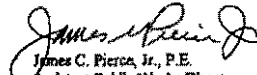
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Very truly yours,

Town of Addison

  
James C. Pierce, Jr., P.E.  
Assistant Public Works Director

cc: Chris Terry, Assistant City Manager  
Michael E. Murphy, P.E., Director of Public Works

Fax  
214-672-2020

*John -  
Original  
in the  
mail*

*After I sent the Email I realized you needed this*



# ACORD CERTIFICATE OF LIABILITY INSURANCE

ID KC  
XITPA-1

DATE (MM/DD/YY)  
06/09/00

**PRODUCER**  
Independent Insurance Group  
8111 LBJ Freeway Ste. 875  
Dallas TX 75251  
Phone: 972-231-8277

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

RECEIVED JUN 13 2000

**INSURERS AFFORDING COVERAGE**

**INSURED**  
KIT Paving & Const. Inc.  
Larry McSpadden  
P. O. Box 495337  
Garland TX 75049

INSURER A: **Amerisure Insurance Company**  
INSURER B:  
INSURER C:  
INSURER D:  
INSURER E:

**COVERAGES**  
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GENL. AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	CPP1325410	05/31/00	05/31/01	EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	CA1325409	05/31/00	05/31/01	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
<b>EXCESS LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	CU1325411	05/31/00	05/31/01	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>				WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
OTHER				

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS**  
 RE: Town of Addision - Inwood/South Quorum Access - Phase I Landmark Extension

**CERTIFICATE HOLDER** N ADDITIONAL INSURED; INSURER LETTER:  
 CRESCEN  
 Crescent Real Estate Equities LTD Partnership  
 777 Main Street, Suite 2100  
 Fort Worth TX 76102-5325

**CANCELLATION**  
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.  
  
 Independent Insurance Group

Job	Start Time	Usage	Phone Number or ID	Type	Pages	Mode	Status
910	6/15 8:06AM	0'55"	Cowles & Thompson	Send.....	2/ 2	EC144	Completed.....

Total 0'55" Pages Sent: 2 Pages Printed: 0

TOWN OF  
**ADDISON**

**PUBLIC WORKS**

To: John Hill  
Company: Cowles & Thompson  
FAX #: 214-672-2020

From: Jim Pierce, P.E.  
Assistant City Engineer  
Phone: 972/450-2879  
FAX: 972/450-2834  
jpierce@ci.addison.tx.us

Date: 6-15-00

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

# of pages (including cover): 2

Re: Inwood/S. Quorum/Crescent

Original in mail     Per your request     BY FAX     Call me

Comments:  
XIT Certificate of insurance  
covering Crescent

# Addison!

---

John B. — Call

John Hill — Melissa  
672-2110 Pegram

---

5-8-00

Ewing pretty well resolved

Faxed documents

We have the easement

---

Recent — <sup>a memo re</sup> documents are  
signed. Want the Farmers  
Branch Interlocal Agreement  
filed @ Court House. Melissa  
had it approved by John Boyle,  
then Murawski gets into it and  
say the memo is inadequate.  
Melissa will get with John today.

Town of Addison P.O. Box 9010 Addison, Texas 75001-9010 (972) 450-7000

PS Form 3811, July 1983 (47-594)

DOMESTIC RETURN RECEIPT

**SENDER: Complete items 1, 2, 3 and 4.**

Your address in the **RETURN TO** space on the reverse side. Failure to do this will prevent this card from being returned to you. The return receipt fee will provide you the name of the person delivered to and the date of delivery. For additional fees the following services are available. Consult postmaster for fees and check box(es) for service(s) requested.

- 1.  Show to whom, date and address of delivery.
- 2.  Restricted Delivery

3. Article Addressed to:  
 Steve Cole  
 Crescent Real Estate  
 8911 Meadow Knoll Dr.  
 Dallas Tx 75243

4. Type of Service:	Article Number
<input type="checkbox"/> Registered <input type="checkbox"/> Insured <input checked="" type="checkbox"/> Certified <input type="checkbox"/> COD <input type="checkbox"/> Express Mail	2474 200 298

Always obtain signature of addressee or agent and **DATE DELIVERED**.

5. Signature - Addressee  
X *Judy Cole*

6. Signature - Agent  
X

7. Date of Delivery  
5-4-00

8. Addressee's Address (ONLY if requested and fee paid)



May 1, 2000

Mr. James Pierce, Jr.  
Assistant City Engineer  
Town of Addison  
P.O. Box 9010  
Addison, Texas 75001-9010

Re: Approval of Roadway, Drainage and Traffic Signal Design Plans

Dear Mr. Pierce:

This correspondence serves as notice to the Town of Addison that Crescent Real Estate Equities Limited Partnership ("Crescent") approves of the Inwood/South Quorum Access - Phase I Landmark Extension Roadway, Drainage and Traffic Signal Design Plans Dated February 24, 2000. This notice is being provided pursuant to the Agreement executed between Crescent and the Town of Addison

Please contact me at (817) 321-1496 if you have any questions regarding this matter.

Yours very truly,

A handwritten signature in black ink, appearing to read "Alan D. Friedman", with a long horizontal flourish extending to the right.

Alan D. Friedman  
President of Acquisitions, Development & Private Equity

ADF:rr

Cc: Daniel E. Smith  
Mary Jane Broussard

5-2-00

Steve Cole called - left message on my phone.

Apologized for the delay of approval letter. Have changed attorneys. Letter was typed and signed yesterday and in the mail.

Signing of the easement to follow.

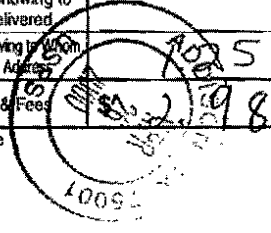
Jep

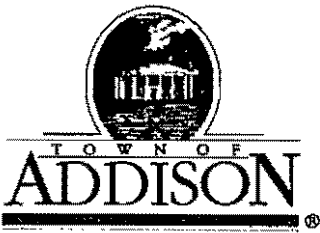
Z 474 220 298 Jim Pierce

US Postal Service  
**Receipt for Certified Mail**  
No Insurance Coverage Provided.  
Do not use for International Mail (See reverse)

Sent to	Steve Cole
Street & Number	8911 Meadow Knoll Dr
Post Office, State, & ZIP Code	Dallas TX 75243
Postage	\$ .33
Certified Fee	1.40
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to Whom & Date Delivered	
Return Receipt Showing to Whom Date, & Addressee's Address	
TOTAL Postage & Fees	\$ 2.18
Postmark or Date	

PS Form 3800 April 1995





**PUBLIC WORKS DEPARTMENT**

Post Office Box 9010 Addison, Texas 75001-9010

(972) 450-2871

16801 Westgrove

April 26, 2000

Certified Mail

Mr. Steve Cole  
Crescent Real Estate Equities, Ltd.  
8911 Meadowknoll Drive  
Dallas, TX 75243

Re: Inwood/ S.Quorum Access - Phase 1, Landmark Extension

Dear Mr. Cole:

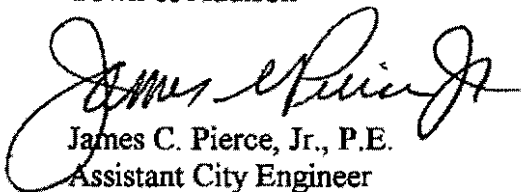
This is a follow up to my letter of March 7, 2000, which transmitted a set of final plans to you for the above referenced project, and requested your written approval of the plans.

Since we have not had a response from you, we assume that you take no exception to the Town of Addison constructing the roadway in the location and in the manner shown on the drawings.

If this is incorrect, please notify me immediately as we intend to begin construction on May 8, 2000.

Very truly yours,

Town of Addison



James C. Pierce, Jr., P.E.  
Assistant City Engineer

cc: Chris Terry, Assistant City Manager  
Michael E. Murphy, P.E., Director of Public Works



Inwood/S. Quorum

3-16-00

Rec'd a call from:

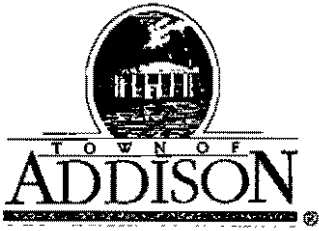
Mary Jane Broussard, (Attorney)  
Brown & Mc Carroll  
214-999-6150

Is preparing an approval letter from Crescent regarding the roadway plans. I gave her the name of the project, a brief description and the date on the plans (2-24-00)

She said she would also talk to Steve Cole about the approval letter.

I asked her to send the approval letter to me.

3/27/00 Followed up. Mary needs files from Ken Pearson. Steve Cole told her there may be some issues with Farmers Branch. J.P.



**PUBLIC WORKS DEPARTMENT**

Post Office Box 9010 Addison, Texas 75001-9010

(972) 450-2871

16801 Westgrove

March 7, 2000

Mr. Steve Cole  
Crescent Real Estate Equities, Ltd.  
8911 Meadowknoll Drive  
Dallas, TX 75243

Re: Inwood/South Quorum Access – Phase 1, Landmark Extension

Dear Mr. Cole:

This is to transmit one set of the final plans for the above referenced project for your review and approval. As you may know, we have the project out for bid and are making every effort to expedite construction of the project. Therefore, we would like to have your approval, in writing, as soon as possible.

Thank you for your attention to this matter. Please call me at 972-450-2879 if you have any questions.

Very truly yours,

Town of Addison

James C. Pierce, Jr., P.E.  
Assistant City Engineer

cc: Chris Terry, Assistant City Manager  
Michael E. Murphy, P.E., Acting Director of Public Works

Enclosures

Inwood/S. Quorum

Crescent

1-13-00

Telecom from Steve Cole

His Plans are Preliminary for the property

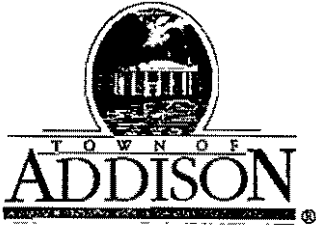
No civil done as yet. dont know where drive cuts should be. Waste of money to put cuts in now. No cuts.

Send Final set of drawings when complete for their files.

JCB

Ken Pearson

214-999-6123



**PUBLIC WORKS DEPARTMENT**

Post Office Box 9010 Addison, Texas 75001-9010

(972) 450-2871

16801 Westgrove

January 4, 2000

Mr. Steve Cole  
Crescent Real Estate Equities, Ltd.  
8911 Meadowknoll Drive  
Dallas, TX 75243

Re: Driveway Access to Inwood/S.Quorum Project

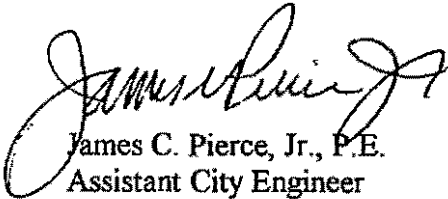
Dear Mr. Cole:

I have enclosed one set of plans (approximately 80% complete) for the subject project that I would like you to mark up to show where you would like driveways located for the roadway adjacent to your property. If you would just mark up a copy of sheets 7 and 8 (attached) and send them back to me, I will have the locations put on the plans. If you have any other comments on the plans, please let me know.

Please give me a call at 972-450-2871 if you have any questions concerning this matter.

Very truly yours,

Town of Addison



James C. Pierce, Jr., P.E.  
Assistant City Engineer

cc: Chris Terry, Assistant City Manager  
John Baumgartner, P.E., Director of Public Works

Enclosure

# COWLES & THOMPSON

A Professional Corporation

ATTORNEYS AND COUNSELORS



ROBERT G. BUCHANAN, JR.  
214.672.2139  
RBUCHANAN@COWLESTHOMPSON.COM

August 20, 1999

Mr. John Baumgartner  
Town of Addison  
P. O. Box 9010  
Addison, Texas 75001-9010

Re: Town of Addison/Crescent Real Estate Equities Limited Partnership  
(Quorum Road Extension)

Dear John:

Enclosed please find a fully executed original of the Agreement between the Town and Crescent Real Estate Equities Limited Partnership regarding the Quorum Road extension.

Sincerely,

Robert G. Buchanan, Jr.

RGB:wn  
Enclosure

12-29-99 - Called Alan Friedman <sup>and left message.</sup> requesting easement.  
His Secty called back and referred me to Ken Pearson.  
12-30-99 Called Bob Buchanan and asked him  
to contact Ken Pearson re Easement.

STATE OF TEXAS

§

AGREEMENT

COUNTY OF DALLAS

§

§

THIS AGREEMENT ("Agreement") is entered into this 18<sup>th</sup> day of <sup>August</sup> ~~July~~, 1999 (the "Effective Date") by and between the Town of Addison, Texas (the "City") and Crescent Real Estate Equities Limited Partnership ("Crescent"), a Delaware limited partnership.

### RECITALS:

1. Crescent owns that certain tract of land (the "Crescent Tract") located primarily in the City and which is more particularly described in Exhibit "A" attached hereto.
2. As set forth in the City's Thoroughfare Plan, the City anticipates and is in the process of acquiring right-of-way for the purpose of extending the Quorum Drive area in a southerly and easterly direction as set forth generally on the Site Plan (herein so called) set forth on the attached Exhibit "B". Part of such Quorum Drive extension includes a portion of the Crescent Tract, which portion is more particularly described on the attached Exhibit "C" (the "Property"). The Property is also visually depicted on the Site Plan.
3. Crescent desires to convey an easement (the "Easement") in the Property to the City to facilitate the extension of the Quorum Drive area by the City upon satisfaction of the terms and conditions contained herein. Upon Completion (hereafter defined) of the construction of the Extension (hereafter defined) Crescent may convey fee title to the Property to the City as set forth herein.

NOW, THEREFORE, for and in consideration of the mutual covenants and obligations set forth herein, the benefits flowing to each of the parties hereto, and other good and valuable consideration, the City and Crescent do hereby contract and agree as follows:

**Section 1. Incorporation of Recitals.** The above and foregoing recitals are true and correct and are incorporated herein and made a part hereof for all purposes.

**Section 2. Conveyance of Easement.** Crescent agrees to convey to the City the easement in the Property upon satisfaction of the Conditions Precedent set forth in Section 7 hereof. The conveyance of the Easement shall be by easement instrument, in the form attached hereto as Exhibit "D" (the "Easement Agreement"). Crescent shall convey good and indefeasible title to the Easement in the Property, subject only to recorded and validly existing public utility easements, restrictive covenants and

contractual liens (if subordinated to the Easement) of record in the Real Property Records of Dallas County, Texas (the "Permitted Exceptions").

A. Title Commitment. The City, at its expense, may obtain a commitment for title insurance (the "Title Commitment") for the Easement issued by Hexter-Fair Title Company, 8333 Douglas Avenue, Suite 130, Dallas, Texas 75225 (the "Title Company"), along with copies of the instruments that create or evidence all title exceptions thereto.

B. Survey. Should the City desire to obtain a survey of the Property, such survey shall be at the City's sole expense.

C. Title Policy. The City, at its sole cost and expense, shall have the right to obtain a standard Texas owner's policy of title insurance (the "Title Policy") insuring title to the Easement. Crescent shall not be required to pay for any expenses in connection with the Title Policy or in issuing the Title Commitment or the Survey or have any obligation to cause any exception to be removed from the Title Commitment or the Title Policy other than contractual liens or mechanics liens (other than any Road Lien) placed by Crescent (excluding taxes for the year of Closing).

D. Inspection Obligations. City and City's contractors shall: (a) not disturb any tenants of the Property or the Crescent Tract; (b) not damage any part of the Property or the Crescent Tract; (c) not injure or otherwise cause bodily harm to Crescent, its agents, contractors, employees or tenants; (d) maintain general liability (occurrence) insurance in terms and amounts satisfactory to Crescent covering any accident arising in connection with the presence of City, its agents and representatives (including but not limited to the Contractor) on the Property or the Crescent Tract; (e) promptly pay when due the costs of all tests, investigations, and examinations done with regard to the Property; (f) not permit any liens to attach to the Property or the Crescent Tract by reason of the exercise of its rights hereunder; and (g) restore the surface of the Property to the condition in which the same was found before any permitted inspection or tests were undertaken. City indemnifies and holds Crescent harmless from and against any and all liens, claims, causes of action, damages and expenses (including reasonable attorneys' fees) asserted against or incurred by Crescent arising out of any violation of the provisions of this Section. The obligations of City created pursuant to this Section are called "City's Inspection Obligations". Notwithstanding any provision of this Agreement to the contrary, neither Closing (hereafter defined) nor termination of this Agreement or the Easement Agreement shall terminate the City's Inspection Obligations.

### **Section 3. Road Construction and Zoning Change.**

(a) Road Construction. The City shall cause the extension of Quorum Road (the "Extension") to be constructed on the Property in the approximate location set forth on the Site Plan and in accordance with plans approved by Crescent, which approval shall not be unreasonably withheld or delayed. Crescent shall not be liable for any costs associated with the construction of the Extension. Prior to commencing construction of

the Extension, the City shall (i) obtain all permits and approvals from each governmental entity having jurisdiction over the construction of the Extension, including but not limited to the City of Farmers Branch; (ii) obtain the agreement of the contractor ("Contractor") constructing the Extension to obtain and keep in force a policy or policies of insurance having the coverages listed on the attached Exhibit "E" listing Crescent as an additional insured thereunder. The City shall cause construction of the Extension to be completed on or before December 31, 2001, in accordance with the general guidelines set forth on the Site Plan (including the placement of curb cuts as indicated on the Site Plan) and all governmental rules and regulations. The City shall not permit or suffer any mechanics or materialmans lien (collectively, "Road Lien") be placed on the Property or the Crescent Tract as a result of the construction of the Extension or otherwise and shall immediately cause the same to be released upon filing of any such lien. Crescent shall afford the City and its contractor access to the Property during the construction of the Extension for so long as no default exists hereunder. As used herein, "Completion" shall mean (i) dedication and acceptance of the Extension by the City and City of Farmers Branch as applicable; (ii) no Road Lien filed; and (iii) delivery of a certificate of final completion from City's engineer that prepared the plans for the Extension. In the event Completion of the Extension does not occur by December 31, 2001, Crescent shall be entitled to terminate the Easement Agreement. Upon termination of the Easement Agreement, the City, at its sole cost, shall restore the Property to its original condition as of the Effective Date.

(b) Zoning. The City acknowledges that upon construction of the Extension, Crescent shall have satisfied requirement no. 1 applicable to Stage II, as set forth in Section 3 of Ordinance No. 085-001, passed by the City Council of the City on January 8, 1985.

(c) Environmental. As additional consideration for the transaction contemplated herein, City agrees that it will provide to Crescent immediately following the receipt of same by City copies of any and all reports, tests or studies involving Hazardous Materials (hereafter defined) on, under or at the Property which reports, tests or studies shall be addressed to both Crescent and City at no cost to Crescent; provided, however, City shall have no obligation to cause any such tests or studies to be performed on the Property. In the event that such reports, tests or studies indicate the existence or reasonable potential existence of any Hazardous Materials on, under or at the Property, Crescent may terminate this Agreement by giving written notice to the City within ten (10) business days after City delivers copies of such reports, tests or studies to Crescent. Upon such termination neither Crescent nor City shall have any further rights or obligations pursuant to this Agreement except for the City's Inspection Obligations which shall continue until fully performed. The term "Hazardous Materials" shall refer to all materials and substances which are defined as such in (or for purposes of) the Comprehensive Environmental Response, Compensation and Liability Act, any so called "superfund" or "superlien" law, the Toxic Substance Control Act, or any federal, state or local statute, ordinance, code, rule, regulations, order or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous



waste, substance or material, as now or at any time hereinafter in effect and any other hazardous, toxic or dangerous waste, substance or material.

(d) Release and Indemnity. City releases, indemnifies and holds Crescent harmless from all claims, causes of action and expenses (including those asserted against or incurred by Crescent) which arise out of or relate to the presence, generation, treatment or disposition of Hazardous Materials on, under or at the Property provided the presence of the Hazardous Materials is a result of events, acts or failures to act occurring on or after the Closing Date. The City shall (and shall cause the Contractor to also) indemnify and hold Crescent harmless from all claims, causes of action and expenses (including those asserted against or incurred by Crescent) which arise out of or relate to the construction of the Extension or any activities in relation thereto or any Road Lien. The obligations of this Section shall survive the Closing or earlier termination of this Agreement or the Easement Agreement.

**Section 4. Representations and Warranties of the City.** The City represents and warrants to Crescent as follows:

A. Organization. The City is a municipal corporation duly organized and validly existing under the laws of the state of Texas, duly qualified to carry on its business in the state of Texas.

B. Power and Authority. The City has all requisite power and authority to enter into this Agreement, and to perform its obligations under this Agreement. The execution, delivery, and performance of this Agreement and the transactions described in this Agreement have been duly and validly authorized by all requisite action on the part of the City. The execution, delivery, and performance of this Agreement will not violate or be in conflict with any provision of the charter of the City, or any provision of any agreement or instrument to which the City is a party or by which the City is bound, or any statute, law, rule, regulation, judgment, decree, order, writ, or injunction applicable to the City.

C. Binding Obligation. This Agreement has been duly executed and delivered on behalf of the City. This Agreement constitutes a legal, valid, and binding obligation of the City. City shall deliver to Crescent evidence that this Agreement was approved by the City Council within 15 days after the Effective Date or Crescent may terminate this Agreement upon written notice to City.

D. Validity at Closing. The representations and warranties of the City shall be true on the date of the Closing.

**CITY ACKNOWLEDGES AND AGREES THAT, EXCEPT AS SET FORTH IN SECTION 5, CRESCENT IS NOT MAKING AND SPECIFICALLY DISCLAIMS ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER,**

EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OR REPRESENTATIONS AS TO MATTERS OF TITLE (OTHER THAN CRESCENT'S WARRANTY OF TITLE SET FORTH IN THE EASEMENT AGREEMENT TO BE DELIVERED AT CLOSING, OR, IF APPLICABLE, THE DEED (AS DEFINED IN SECTION 9)), ZONING, TAX CONSEQUENCES, PHYSICAL OR ENVIRONMENTAL CONDITIONS, AVAILABILITY OF ACCESS, INGRESS OR EGRESS, OPERATING HISTORY OR PROJECTIONS, VALUATION, GOVERNMENTAL APPROVALS, GOVERNMENTAL REGULATIONS OR ANY OTHER MATTER OR THING RELATING TO OR AFFECTING THE PROPERTY INCLUDING, WITHOUT LIMITATION: (A) THE VALUE, CONDITION, MERCHANTABILITY, MARKETABILITY, PROFITABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE OF THE PROPERTY; AND (B) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY. CITY AGREES THAT WITH RESPECT TO THE PROPERTY, CITY HAS NOT RELIED UPON AND WILL NOT RELY UPON, EITHER DIRECTLY OR INDIRECTLY, ANY STATEMENT, REPRESENTATION OR WARRANTY OF CRESCENT OR ANY AGENT OF CRESCENT. CITY REPRESENTS THAT IT IS A KNOWLEDGEABLE PURCHASER OF REAL ESTATE AND THAT IT IS RELYING SOLELY ON ITS OWN EXPERTISE AND THAT OF CITY'S CONTRACTORS, AND THAT CITY WILL CONDUCT SUCH INSPECTIONS AND INVESTIGATIONS OF THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AND SHALL RELY UPON SAME, AND, UPON CLOSING, SHALL ASSUME THE RISK THAT ADVERSE MATTERS, INCLUDING, BUT NOT LIMITED TO, ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, MAY NOT HAVE BEEN REVEALED BY CITY'S INSPECTIONS AND INVESTIGATIONS. CITY ACKNOWLEDGES AND AGREES THAT UPON CLOSING, EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES SET FORTH IN SECTION 5, CRESCENT SHALL SELL AND CONVEY TO CITY AND CITY SHALL ACCEPT THE PROPERTY "AS IS, WHERE IS," WITH ALL FAULTS, AND CITY FURTHER ACKNOWLEDGES AND AGREES THAT THERE ARE NO ORAL AGREEMENTS, WARRANTIES OR REPRESENTATIONS, COLLATERAL TO OR AFFECTING THE PROPERTY BY CRESCENT, ANY AGENT OF CRESCENT OR ANY THIRD PARTY. THE TERMS AND CONDITIONS OF THIS SECTION SHALL EXPRESSLY SURVIVE THE CLOSING AND NOT MERGE THEREIN AND SHALL BE INCORPORATED INTO THE EASEMENT AGREEMENT OR THE DEED. CRESCENT IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS, OR INFORMATION PERTAINING TO THE PROPERTY FURNISHED BY ANY REAL ESTATE BROKER, AGENT, EMPLOYEE, SERVANT OR OTHER PERSON, UNLESS THE SAME ARE SPECIFICALLY SET FORTH OR REFERRED TO HEREIN.

**Section 5. Representations and Warranties of Crescent.** Crescent represents and warrants to the City the following:

A. Organization. Crescent is a Delaware limited partnership, duly organized and validly existing under the laws of the state of Delaware and duly qualified to transact business in the State of Texas.

B. Power and Authority. Crescent has all requisite power and authority to enter into this Agreement, and to perform its obligations under this Agreement. The execution, delivery, and performance of this Agreement will not violate or be in conflict with any provision of the organizational documents of Crescent, or any provision of any agreement or instrument to which Crescent is bound, or any statute, law, rule, regulation, judgment, decree, order, writ, or injunction applicable to Crescent.

C. Binding Obligation. This Agreement has been duly executed and delivered on behalf of Crescent. This Agreement constitutes a legal, valid, and binding obligation of Crescent.

**Section 6. Conditions to the City's Obligations at Closing**. The obligations of the City at the Closing are subject to the satisfaction of the following conditions:

A. All representations and warranties of Crescent in this Agreement shall be true in all material respects;

B. Crescent shall have performed and satisfied all covenants and agreements required by this Agreement in all material respects;

C. The owners of Segments "A", "B" and "G" depicted on the Site Plan shall have agreed to convey those segments to the City on terms acceptable to the City; and

D. The City of Farmers Branch, Texas, shall have consented to construction of the Extension and agreed to dedication of the Property and Segments "A", "B" and "G" to the City of Farmers Branch on terms acceptable to the City.

**Section 7. Conditions to Crescent's Obligations at Closing**. The obligations of Crescent at Closing are subject to the satisfaction of the following conditions:

A. All representations and warranties of the City in this Agreement shall be true in all material respects; and

B. The City shall have performed and satisfied all covenants and agreements required by this Agreement in all material respects.

C. The City shall provide evidence reasonably satisfactory to Crescent that either the City or the City of Farmers Branch has agreed to maintain the Extension, including all Storm Sewers, following Completion.

**Section 8. Closing.** Subject to the satisfaction of the conditions of Sections 6 and 7, the closing ("Closing") shall occur on sixty (60) days advance notice from the City (the "Closing Date") provided, however, if the Closing has not occurred before December 31, 2000, Crescent may terminate this Agreement upon written notice to City. The Closing shall be held at the offices of the Title Company.

**Section 9. Title Conveyance.** Upon Completion of the Extension, Crescent may convey fee simple title to the Property to the City upon delivery of a Special Warranty Deed (the "Deed") in the form attached hereto as Exhibit "F" and subject to the Permitted Exceptions and any Road Lien which has not been previously released. Upon delivery of the Deed the Easement Agreement shall terminate.

**Section 10. Obligations at Closing.** At Closing, Crescent shall deliver to the Title Company: (1) a duly executed and acknowledged counterpart of the Easement Agreement conveying the Easement, subject to the Permitted Exceptions; (2) a "Bills Paid Affidavit" in the form attached hereto as Exhibit "G"; and (3) reasonable evidence of the authority of Crescent to consummate the transactions described herein. At Closing, any escrow fee charged by the Title Company shall be paid solely by City. City shall pay all costs related to the Survey, the Commitment and the Title Policy (including any special endorsements or amendments thereto or any Title Company inspection fees including, without limitation, the modification of the "survey exception" to read "shortages is area"). City shall pay the fee for the recording of the Easement Agreement. Except as otherwise provided herein, each party shall be responsible for the payment of its own attorney's fees incurred in connection with the transaction which is the subject of this Agreement. In addition, at Closing all real property ad valorem taxes shall be prorated in cash as of the Closing Date. If the ad valorem taxes for the year of Closing are not known or cannot be reasonably estimated, taxes shall be estimated based on taxes for the year prior to Closing. After the taxes for the year of Closing are known, adjustments, if needed, will be made between the parties.

**Section 11. Condemnation.** If, prior to Closing, any governmental authority or other entity having condemnation authority shall institute an eminent domain proceeding or take any steps preliminary thereto (including the giving of any direct or indirect notice of intent to institute such proceedings) with regard to the Property, and the same is not dismissed on or before ten (10) days prior to Closing, City shall be entitled as its sole remedy to terminate this Agreement upon written notice to Crescent (i) within ten (10) days following notice by Crescent to City of such condemnation. In the event City does not terminate this Agreement pursuant to the preceding sentence, City shall be conclusively deemed to have accepted such condemnation and waives any right to terminate this Agreement as a result thereof. Notwithstanding anything to the contrary herein, if any eminent domain proceeding is instituted (or notice of which shall be given) solely for the taking of any subsurface rights for utility easements or for any right-of-way easement, and the surface may, after such taking, be used in substantially the same manner as though such rights had not been taken, City shall not be entitled to terminate

this Agreement as to any part of the Property, but any award resulting therefrom shall be the exclusive property of Property upon Closing.

**Section 12. Entire Agreement and Waiver.** This Agreement contains the entire agreement between the parties covering the subject matter. No modifications or amendments shall be valid unless in writing and signed by the parties. A right created under this Agreement may not be waived except in a writing specifically referring to this Agreement and signed by the party waiving the right.

**Section 13. Notices.** Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States mail, addressed to the party to be notified, postage prepaid and registered or certified with return receipt requested; by delivering the same in person to such party; or by telecopy. Notwithstanding the foregoing, notices may also be given by telephonic transmission directly to the party or the party's attorney, as described below, or to the voice mail of the party or the party's attorney, provided that such telephonic transmission is followed by sending notice of the substance of the telephonic transmission via certified or registered mail or overnight mail. Notice given by telephonic transmission shall be effective upon deposit of the substance of the telephonic transmission in the mail via certified or registered mail (postage prepaid) or overnight delivery service (prepaid). Notice given in accordance herewith shall be effective the date the same is deposited in the mail, delivered, or telecopied. For purposes of notice, the addresses of the parties shall be as follows:

If to City, to: Town of Addison  
5300 Belt Line Road  
Addison, Texas 75001  
Attn: City Manager  
Fax No: 972-450-7043  
Phone No.: 972-450-7000

copy to: Bob Buchanan  
Cowles & Thompson  
901 Main Street, Suite 4000  
Dallas, Texas 75202  
Fax No.: 214-672-2339  
Phone No.: 214-672-2139

If to Crescent: Crescent Real Estate Equities  
777 Main Street  
Suite 2100  
Fort Worth, Texas 76102-5325  
Fax No.: (817) 321-3000  
Attn: Alan Friedman

1496  
Phone No.: (817) 321-1726 *Meter*

copy to:

Crescent Real Estate Equities  
777 Main Street, Suite 2100  
Fort Worth, TX 76102

Attn: Legal Department  
Fax No.: (817) 321-2000  
Phone No.: (817) 321-2100

and

Brown McCarroll & Oaks Hartline, LLP  
300 Crescent Court, Suite 1400  
Dallas, Texas 75201  
Attn: Ken Pearson  
Fax No.: (214) 999-6170  
Phone No.: (214) 999-6123

Each party may, from time to time, give notice to the other of a change of address to which notice shall be provided.

**Section 13. Application of Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Dallas County, Texas.

**Section 14. Successors and Assigns; Assignment.** This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns. No party shall not assign, transfer or otherwise convey this Agreement to any other person or entity without the prior written consent of the non-transferring parties.

**Section 15. Authority of Parties.** This Agreement shall become a binding obligation on the parties upon execution by both parties. The parties warrant and represent one to the other that the individual executing this Agreement on behalf of each party has full authority to execute this Agreement and bind the party to the same.

**Section 16. Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

**Section 17. No Limitation of Remedies.** In the event Crescent fails to perform its material obligations pursuant to this Agreement for any reason except failure by City to perform hereunder, City shall elect, as its sole remedy, either to (i) terminate this Agreement by giving Crescent timely written notice of such election; or (ii) subject to the further provisions of this Section 17, enforce specific performance. Notwithstanding anything herein to the contrary, City shall be deemed to have elected to terminate this Agreement if City fails to deliver to Crescent written notice of its intent to

file a claim or assert a cause of action for specific performance against Crescent in a court having jurisdiction in Dallas County, Texas, on or before ninety (90) days following the Closing Date. Notwithstanding any provision of this Agreement to the contrary: (a) City shall not be entitled to seek to enforce specific performance unless on or before the Closing Date, City satisfies all of conditions set forth in Section 7 hereof. City's remedies shall be limited to those described in this Section 17.

**Section 18. Time of Essence.** Time is of the essence in this Agreement.

**Section 19. Expenses and Attorney's Fees.** Except as otherwise provided in this Agreement, all fees, costs and expenses incurred in negotiating this Agreement or completing the transactions described in this Agreement shall be paid by the party incurring the fee, cost or expense. In the event any litigation arises out of this Agreement between the parties hereto, the non-prevailing party shall pay the prevailing party all reasonable attorneys' fees and expenses expended or incurred in connection with such litigation.

**Section 20. Exhibits.** The following attached exhibits are hereby incorporated into this Agreement:

- Exhibit A. Crescent Tract Description
- Exhibit B. Site Plan
- Exhibit C. Property Description
- Exhibit D. Form of Easement Agreement
- Exhibit E. Insurance Schedule
- Exhibit F. Form of Special Warranty Deed
- Exhibit G. Form of Bills Paid Affidavit

EXECUTED by the parties hereto on the date set forth above.

TOWN OF ADDISON, TEXAS

CRESCENT:

By: Ron Whitehead  
Ron Whitehead, City Manager

CRESCENT REAL ESTATE EQUITIES  
LIMITED PARTNERSHIP,  
a Delaware limited partnership  
By: Crescent Real Estate Equities, Ltd.,  
its general partner

ATTEST:

By: C Moran  
Carmen Moran, City Secretary

By: Adam D. Freisheit  
Print Name: Adam D. Freisheit  
Print Title: Pres. of Crescent



Exhibit "A"  
LEGAL DESCRIPTION  
(Quorum Land)

BEING a 490,987 square foot or 11.2715 acre tract of land more or less, situated in the Josiah Pancoast Survey, Abstract No. 1146, City of Farmers Branch and Town of Addison, Dallas County, Texas and being part of a 11.816 acre tract of land conveyed to Bright Banc Savings Association by Substitute Trustee's Deed recorded in Volume 88129, Page 1540, Deed Records, Dallas County, Texas, said tract being part of a 12.535 acre tract of land conveyed to Vantage Properties, Inc. by deed recorded in Volume 80180, Page 374, Deed Records, Dallas County, Texas and being more particularly described as follows:

BEGINNING at a "X" found in concrete in the westerly line of the Dallas North Tollway (a variable width right of way), said point being south, a distance of 623.71 feet from the intersection of the westerly line of the Dallas North Tollway with the southerly line of Quorum Drive (variable width right of way), said point being in the southerly line of Tract A, Block 3 of The Quorum, an addition to the Town of Addison according to the map thereof recorded in Volume 82010, Page 312, Map Records of Dallas County, Texas;

THENCE, the following courses and distances with the westerly and southwesterly line of the Dallas North Tollway:

S 01°32'27" W, a distance of 200.31 feet to a ½ inch iron found for corner at the beginning of a curve to the left with a central angle of 00°46'42", a radius of 964.93 feet, a chord bearing of S 00°41'15" W and a chord distance of 13.11 feet;

Southwesterly, along said curve, an arc distance of 13.11 feet to a ½ inch iron rod found at the beginning of a non tangent compound curve to the left with a central angle of 01°36'25", a radius of 1,270.92 feet, a chord bearing of S 08°27'25" E and a chord distance of 35.64 feet;

Southeasterly, along said curve, an arc distance of 35.64 feet to "X" found on concrete at the beginning of a non tangent compound curve to the left with a central angle of 07°52'57", a radius of 959.93 feet, a chord bearing of S 05°21'08" E and a chord distance of 131.96 feet;

Southeasterly, along said curve, an arc distance of 132.06 feet to a "x" found on concrete for a corner, said point being the northeast corner of Rusty Pelican Addition, an addition to the Town of Addison, Texas according to the map thereof recorded in Volume 84011, Page 2083, Map Records, Dallas County, Texas;

THENCE, S 88°41' 04"W, departing the southwesterly line of the Dallas North Tollway and with the northerly line of the said Rusty Pelican Addition, a distance of 269.37 feet to a ½ inch iron rod found for a corner, said point being the northwest corner of the said Rusty Pelican Addition;

THENCE, S 01°18'17" E, with the westerly line of the said Rusty Pelican Addition, a distance of 224.81 feet to a ½ inch iron rod set for a corner, said point being the southwest corner of the said Rusty Pelican Addition and said point being in the northerly line of a 60 foot Fire Lane, Access and Utility Easement shown on the map of Wellington Square Addition, an addition to the Town of Addison, Texas according to the map recorded in Volume 79220 Page 2203, Map Records, Dallas County, Texas;

THENCE, S 88°42'26" W, with the northerly line of the said 60 foot Fire Lane, Access and Utility Easement, a distance of 59.93 feet to a ½ inch iron rod found for a corner in the easterly line of Lot 1, Block 1 of the said Wellington Square Addition;

THENCE, N 01°20'35" W, with the easterly line of said Lot 1, Block 1, a distance of 120.19 feet to a ½ inch iron rod found for a corner at the northeast corner of said Lot 1, Block 1;

THENCE, S 88°41'19" W, with the northerly line of said Lot 1, Block 1, passing at a distance of 375.88 feet to common northerly corner of said Lot 1, Block 1 and Lot 4, Block 1 of Wellington Square Addition, an addition to the City of Farmers Branch, Texas according to the map thereof recorded in Volume 79206, Page 350, Map Records of Dallas County, Texas, continuing in all a distance of 645.59 feet to a ½ inch iron rod set for a corner at the northwest corner of said Lot 4, Block 1 and said point lying in the northeasterly line of a 100 foot Dallas Power and Light Company right of way;

THENCE, N 17°01'34" W, with the northeasterly line of the said 100 foot Dallas Power and Light Company right of way, a distance of 526.59 feet to a ½ inch iron rod found for a corner, said point being in the southerly line of Quorum West Addition, an addition to the Town of Addison, Texas according to the map thereof recorded in Volume 81005, Page 1454, Map Records of Dallas County, Texas;

THENCE, S 89°27'36" E, with the southerly line of said Quorum West Addition, passing at a distance of 60.43 feet the common southerly corner of the said Quorum West Addition and Block 3 of the Quorum Addition, an addition to the Town of Addison, Texas according to the map thereof recorded in Volume 79100, Page 1895, Map Records of Dallas County, Texas, continuing in all a distance of 426.55 feet to a ½ inch iron rod set for an angle point;

THENCE, N 89°23'01" E, with the southerly line of said Block 3 of the Quorum Addition, passing at a distance of 76.09 feet the common southerly corner of said Block 3 and Tract B, Block 3, Quorum Addition, an addition to the Town of Addison, Texas according to the map thereof recorded in Volume 81068, Page 5124, Map Records of Dallas County, Texas, passing at a distance of 154.59 feet the common southerly corner of said Tract B, Block 3 and Tract A, Block 3, Quorum Addition, an addition to the Town of Addison, Texas according to the map thereof recorded in Volume 82010, Page 312, Map Records of Dallas County, Texas, continuing in all a distance of 688.03 feet to the POINT OF BEGINNING and containing 490,487 square feet or 11.2715 acres of land more or less.

EXHIBIT "B"

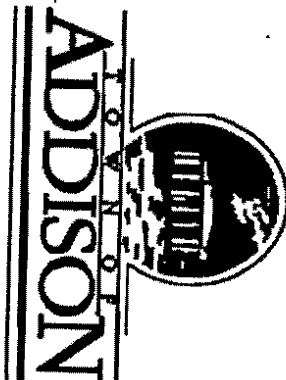
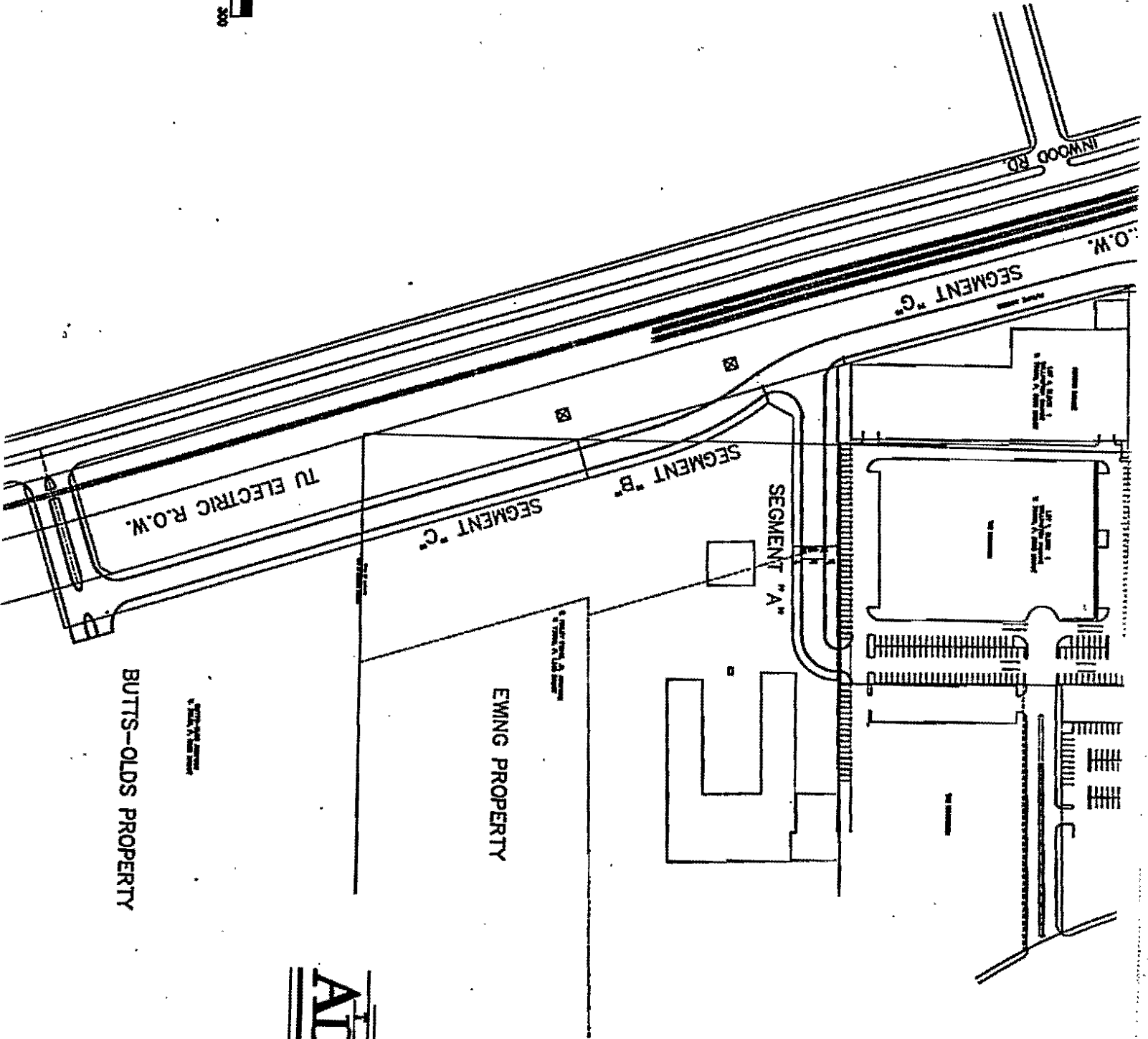


EXHIBIT "C"

COUNTY : DALLAS  
ROADWAY : SOUTH QUORUM/INWOOD CONNECTION  
PARCEL : 4

PARCEL 4

BEING A 0.6773 ACRE TRACT OF LAND SITUATED IN THE CITY OF FARMERS BRANCH, DALLAS COUNTY, TEXAS, IN TH JOSIAH PANCOAST SURVEY, ABSTRACT NO. 1146, AND BEING PART OF LOT 1 AND LOT 2, BLOCK 1 OF ANDERSON & WHITE ADDITION, AN ADDITION TO THE CITY OF FARMERS BRANCH, DALLAS COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 953, PAGE 895, PLAT RECORDS OF DALLAS COUNTY, TEXAS, AND BEING PART OF A TRACT OF LAND CONVEYED TO CRESCENT REAL ESTATE EQUITIES LIMITED PARTNERSHIP ACCORDING TO THE DEED RECORDED IN VOLUME 97092, PAGE 02797, DEED RECORDS OF DALLAS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD LYING AT THE SOUTHWEST CORNER OF BLOCK 3, QUORUM ADDITION, AN ADDITION TO THE TOWN OF ADDISON, DALLAS COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 79100, PAGE 1895, DEED RECORDS OF DALLAS COUNTY, TEXAS, AND BEING THE SOUTHEAST CORNER OF BLOCK 3, QUORUM WEST ADDITION, AN ADDITION TO THE TOWN OF ADDISON, DALLAS COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 81005, PAGE 1454, DEED RECORDS OF DALLAS COUNTY, TEXAS, SAID POINT LYING AT THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 07 DEGREES 26 MINUTES 37 SECONDS, A RADIUS OF 758.0 FEET, A CHORD BEARING OF SOUTH 20 DEGREES 44 MINUTES 53 SECONDS EAST AND A CHORD LENGTH OF 98.41 FEET;

THENCE ALONG SAID CURVE TO THE RIGHT AN ARC DISTANCE OF 98.48 FEET TO A POINT FOR CORNER;

THENCE SOUTH 17 DEGREES 01 MINUTES 34 SECONDS EAST A DISTANCE OF 237.60 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 29 DEGREES 18 MINUTES 29 SECONDS, A RADIUS OF 260.0 FEET, A CHORD BEARING OF SOUTH 02 DEGREES 22 MINUTES 19 SECONDS EAST AND A CHORD LENGTH OF 131.55 FEET;


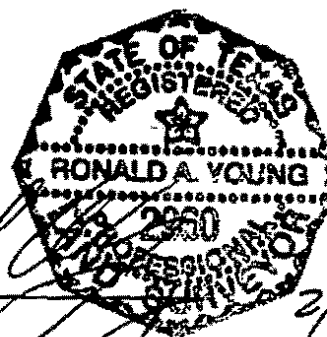
THENCE ALONG SAID CURVE TO THE RIGHT AN ARC DISTANCE OF 133.0 FEET TO A POINT FOR CORNER, SAID POINT BEING A POINT OF REVERSE CURVE AND LYING AT THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 12 DEGREES 31 MINUTES 06 SECONDS, A RADIUS OF 240.0 FEET, A CHORD BEARING OF SOUTH 06 DEGREES 01 MINUTES 22 SECONDS WEST AND A CHORD LENGTH OF 52.33 FEET;

THENCE ALONG SAID CURVE TO THE LEFT AN ARC DISTANCE OF 52.44 FEET TO A POINT FOR CORNER LYING IN THE NORTH LINE OF LOT 4, BLOCK 1 OF WELLINGTON SQUARE, AN ADDITION TO THE CITY OF FARMERS BRANCH, DALLAS COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 79206, PAGE 0350, DEED RECORDS OF DALLAS COUNTY, TEXAS;

THENCE ALONG THE NORTH LINE OF SAID LOT 4, BLOCK 1 OF WELLINGTON SQUARE, SOUTH 88 DEGREES 41 MINUTES 19 SECONDS WEST A DISTANCE OF 10.63 FEET TO A POINT FOR CORNER LYING IN THE NORTHEAST LINE OF A 100 FOOT D. P. & L. CO. RIGHT-OF-WAY ACCORDING TO THE DEED RECORDED IN VOLUME 4617, PAGE 375, DEED RECORDS OF DALLAS COUNTY, TEXAS;

THENCE ALONG THE NORTHEAST LINE OF THE PREVIOUSLY MENTIONED 100 FOOT D. P. & L. CO. RIGHT-OF-WAY, NORTH 17 DEGREES 01 MINUTES 34 SECONDS A DISTANCE OF 526.59 FEET (ALSO CALLED NORTH 17 DEGREES 01 MINUTES 00 SECONDS WEST A DISTANCE OF 526.67 FEET) TO A 1/2" IRON ROD LYING IN THE SOUTH LINE OF BLOCK 3, QUORUM WEST ADDITION AS PREVIOUSLY DESCRIBED;

THENCE ALONG THE SOUTH LINE OF SAID BLOCK 3, QUORUM WEST ADDITION SOUTH 89 DEGREES 27 MINUTES 36 SECONDS EAST (ALSO CALLED SOUTH 89 DEGREES 28 MINUTES 00 SECONDS EAST) A DISTANCE OF 60.43 FEET TO THE POINT OF BEGINNING AND CONTAINING APPROXIMATELY 29,501.15 SQUARE FEET OR 0.6773 ACRES OF LAND.

  
  
2/10/99

RONALD A. YOUNG  
REGISTERED PROFESSIONAL LAND SURVEYOR  
TEXAS REG. NO. 2960

CURVE TABLE					
CV NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD LENGTH
1	07° 26' 37"	758.0'	98.48'	S 20° 44' 53" E	98.41'
2	29° 18' 29"	260.0'	133.0'	S 02° 22' 19" E	131.55'
3	12° 31' 06"	240.0'	52.44'	S 06° 01' 22" W	52.33'

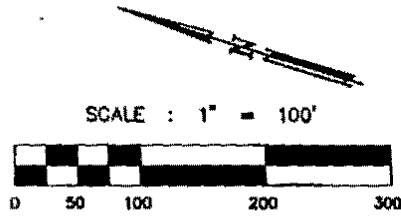
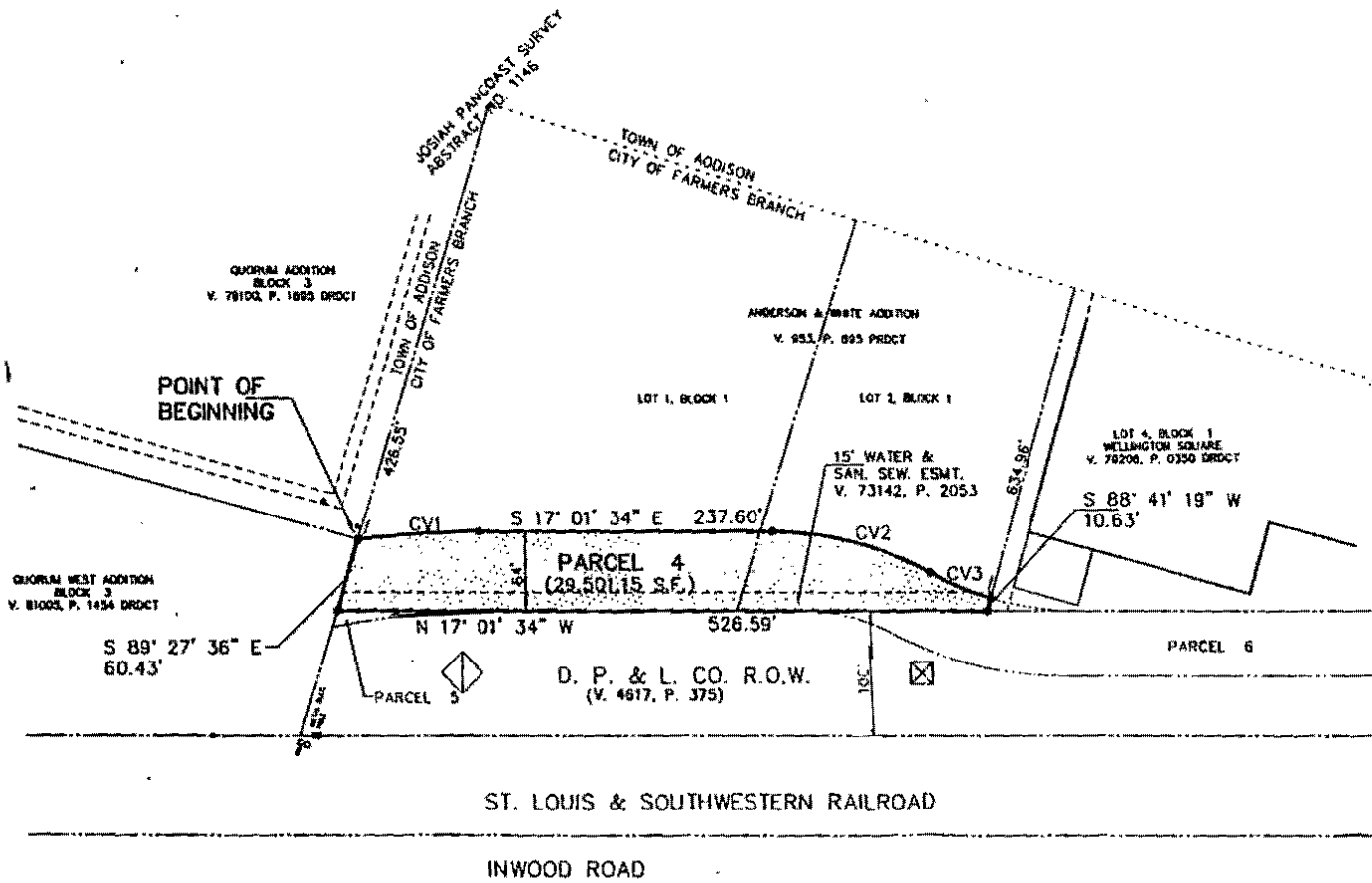


EXHIBIT "B"

COUNTY : DALLAS  
 ROADWAY : SOUTH QUORUM/INWOOD CONNECTION  
 PARCEL : 4

*Ronald A. Young*  
 RONALD A. YOUNG  
 REGISTERED PROFESSIONAL SURVEYOR  
 TEXAS REG. NO. 2960  
 2/10/99



**EXHIBIT "D"**

**EASEMENT**

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

That Crescent Real Estate Equities Limited Partnership, a Delaware limited partnership, hereinafter termed Grantor, of the County of Dallas, State of Texas, for an in consideration of the sum of Ten and no/100 Dollars (\$10.00) and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, and the further benefits to be derived by remaining property as a result of projected public improvements, does hereby dedicate, grant and convey to the Town of Addison, Texas, hereinafter termed Grantee, of the County of Dallas, State of Texas a perpetual easement for the passage of vehicular and pedestrian traffic, together with the customary uses attendant thereto, including drainage and utilities, in, under, over, along and across the following described property:

**SEE ATTACHED EXHIBIT A**

Said easement is for the purpose of constructing, operating, repairing, reconstructing and perpetually maintaining a public trafficway for the passage of vehicular and pedestrian traffic, including the right to make the improvements on such grade and according to such plans and specification as will, in its opinion, best serve the public purpose. Grantee, its employees, agents, and licensees shall at all times have the right and privilege to access the perpetual easement described hereinabove. The consideration given by Grantee shall be considered full compensation for the easement and for any diminution in value that may result to remaining property by virtue of project proximity thereto, grade alignment, utility installation, or the alteration of drainage patterns and facilities.

To have and to hold the above-described easement, together with all and singular the rights and hereditaments thereunto in anywise belonging unto the Grantee, it successors and assigns for the purposes of the easement herein granted; provided, however, this easement is subject to the terms of that certain Agreement of even date herewith between Grantor and Grantee.

And, subject only to recorded and validly existing public utility easements, restrictive covenants and other matters of record in the Real Property Records of Dallas County, Texas, Grantor hereby binds itself, its heirs, executors, agents and assigns to warrant and defend all and singular the above described easement and rights unto the Grantee, its successors and assigns, against every person whatsoever lawfully claiming or to claim the same or any part thereof by through or under Grantor but not otherwise.

Nothing in this easement shall be construed as a waiver by Grantee of any utility connection charge or charges imposed by ordinance or Charter of the Town of Addison, Texas.

Notwithstanding anything to the contrary contained herein, in the event construction of the trafficway and related improvements described above has not been completed by December 31, 2001, Grantor shall have the right to terminate this easement by giving written notice of termination to Grantee, if the written notice of termination is given on or before January 31, 2002.

Executed this \_\_\_\_ day of August, 1999.

**GRANTOR:**

CRESCENT REAL ESTATE EQUITIES  
LIMITED PARTNERSHIP  
a Delaware limited partnership

By: Crescent Real Estate Equities, Ltd.,  
General Partner

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

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

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

STATE OF TEXAS       §  
                                  §  
COUNTY OF TARRANT §

This instrument was acknowledged before me on August \_\_\_\_, 1999, by \_\_\_\_\_ of Crescent Real Estate Equities, Ltd., General Partner of Crescent Real Estate Equities Limited Partnership, a Delaware limited partnership on behalf of said partnership.

\_\_\_\_\_  
Notary Public, State of Texas

EXHIBIT "E"

CONTRACTOR'S INSURANCE

1. Coverages. Contractor will, at its sole cost and expense, maintain in effect at all times during the term of this Agreement and as otherwise required hereunder, the following insurance coverages with limits of not less than those set forth below.

(a) Employee Insurance.

<u>Coverage</u>	<u>Minimum Amounts and Limits</u>
Worker's Compensation	\$500,000
Employer's Claim	\$1,000,000

The policy will include a waiver of subrogation in favor of Crescent on endorsements form WC 429394 (Texas only) or ISO form WC 000313 (all other States).

(b) Liability Insurance.

<u>Coverage</u>	<u>Minimum Amounts and Limits</u>
Commercial General Liability	\$1,000,000 combined single limits per occurrence respect to each location

This policy will be on form ISO CG 0001 1093 or ISO CG 0001 0695 and contain (i) an endorsement including Crescent as "additional insured" using ISO form CG 2010 1093 (modified to include completed operations) or CG 2026 1185, (ii) cross-liability and severability of interest endorsements, (iii) a waiver of subrogation in favor of Crescent using ISO form CG 2004 1093, (iv) an aggregate per location endorsement, and (v) a deletion of contractual claim exclusions for personal injury and advertising injury liability.

(c) Automobile Insurance

<u>Coverage</u>	<u>Minimum Amounts and Limits</u>
Business Automobile Liability (Occurrence Basis)	\$1,000,000 combined single limits per occurrence with respect to each location



This policy will be a standard form written to cover all owned, hired and nonowned automobiles owned or operated by Contractor and contain (i) an endorsement including the Crescent as "additional insured", (ii) cross-liability and severability of interest endorsements, (iii) a waiver of subrogation in favor of Crescent, and (iv) a statement that this insurance is primary insurance as regards any other insurance carried by Crescent.

(d) Umbrella Claim Insurance

<u>Coverage</u>	<u>Minimum Amounts and Limits</u>
Bodily Injury/ Property Damage (Occurrence Basis)	\$2,000,000 per occurrence \$2,000,000 aggregate

This policy will be written on an umbrella basis above the coverages described in Paragraphs 1(a) through 1(d) above and contain (i) an endorsement including Crescent as additional insured, (ii) a waiver of subrogation in favor of Crescent, and (iii) an aggregate per location endorsement.

2. Policies. All policies will be issued by carriers having ratings of *Best's Insurance Guide A/VIII* and/or *Standard & Poor Insurance Solvency Review A-*, or better, and admitted to engage in the business of insurance in the state or commonwealth in which the Property is located. All policies must be endorsed to be primary with the policies of Crescent being excess, secondary and noncontributing. Any policy or endorsement form other than a form specified in this Exhibit "E" must be approved in advance by Crescent. No policy will be canceled, nonrenewed or materially modified without 30 days' prior written notice by insurance carrier to Crescent. Contractor must reinstate any aggregate limit which is reduced below seventy-five (75%) of the limit required by this Agreement because of losses paid. No policy will contain a deductible or self-insured retention in excess of \$10,000 without the prior written approval of Crescent. If the forms of policies, endorsements, certificates, or evidence of insurance required by this Exhibit "E" are superseded or discontinued, Crescent will have the right to require each other equivalent or better forms.

3. Evidence of Coverage. Evidence of the insurance coverage required to be maintained by Contractor under this Exhibit "E" represented by certificates of insurance issued by the insurance carrier(s), must be furnished to the Crescent prior to commencing construction of the Extension and at least thirty (30) days prior to the expiration of the current policies. Such certificates of insurance will specify the additional insured status as well as the waivers of subrogation. Copies of all endorsements required by this Agreement must accompany the certificates delivered to Crescent. Such certificates of insurance will state the amounts of all deductibles and self-insured retentions and that Crescent will be notified in writing thirty (30) days prior to cancellation, material change, or non-renewal of insurance. If requested in writing by Crescent, Contractor will provide to Crescent a certified copy of any or all insurance policies or endorsements required by this Contract.

**EXHIBIT "F"**

**SPECIAL WARRANTY DEED**

CRESCENT REAL ESTATE EQUITIES LIMITED PARTNERSHIP, a Delaware limited partnership ("Grantor"), for and in consideration of the sum of \$10.00 cash in hand paid by the Town of Addison ("Grantee"), whose address is 5300 Beltline Road, Addison, Texas 75001, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor, has GRANTED, BARGAINED, SOLD, and CONVEYED, and by these presents does GRANT, BARGAIN, SELL, and CONVEY unto Grantee, the real property situated in Dallas County, Texas and described in Exhibit "A" attached hereto and made a part hereof for all purposes, together with all and singular the rights, benefits, privileges, easements, tenements, hereditaments, and appurtenances thereon and with all improvements located thereon or in anywise appertaining thereto and any right, title and interest of Grantor in and to adjacent streets, alleys and rights-of-way contiguous and adjacent to the to the centerline thereof. (Said real property, together with Grantor's interest in the rights, benefits, privileges, easements, tenements, hereditaments, appurtenances and interests related thereto, being hereinafter referred to as the "Property").

This conveyance is being made by Grantor and accepted by Grantee subject only to those certain title exceptions and other matters set forth in Exhibit "B" attached hereto and made a part hereof for all purposes, but only to the extent that such exceptions are valid, existing, and, in fact, affect the Property.

This conveyance is being made by Grantor and accepted by Grantee subject to taxes for the year 1999, payment of which Grantee assumes.

TO HAVE AND TO HOLD the Property, together with, all and singular, the rights and appurtenances thereto in anywise belonging, to Grantee and Grantee's successors and assigns forever; and subject only to the exceptions set forth on the attached Exhibit "B", Grantor does hereby bind Grantor and Grantor's successors and assigns to warrant and forever defend, all and singular, the Property unto the Grantee and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof by, through, or under Grantor, but not otherwise.

**GRANTEE ACKNOWLEDGES AND AGREES THAT GRANTOR IS NOT MAKING AND SPECIFICALLY DISCLAIMS ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OR REPRESENTATIONS AS TO MATTERS OF TITLE (OTHER THAN GRANTOR'S WARRANTY OF TITLE SET FORTH IN THIS SPECIAL WARRANTY DEED), ZONING, TAX CONSEQUENCES, PHYSICAL OR ENVIRONMENTAL CONDITIONS, AVAILABILITY OF ACCESS (SPECIFICALLY MAKING NO WARRANTY OF COMPLIANCE WITH THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT OF 1990), INGRESS OR EGRESS, OPERATING HISTORY OR**

PROJECTIONS, VALUATION, GOVERNMENTAL APPROVALS, GOVERNMENTAL REGULATIONS OR ANY OTHER MATTER OR THING RELATING TO OR AFFECTING THE PROPERTY INCLUDING, WITHOUT LIMITATION: (A) THE VALUE, CONDITION, MERCHANTABILITY, MARKETABILITY, PROFITABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE OF THE PROPERTY; (B) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS INCORPORATED INTO ANY OF THE PROPERTY; AND (C) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY. GRANTEE AGREES THAT WITH RESPECT TO THE PROPERTY, GRANTEE HAS NOT RELIED UPON AND WILL NOT RELY UPON, EITHER DIRECTLY OR INDIRECTLY, ANY STATEMENT, REPRESENTATION OR WARRANTY OF GRANTOR OR ANY AGENT OF GRANTOR. BY ACCEPTANCE OF THIS DEED GRANTEE REPRESENTS THAT IT IS A KNOWLEDGEABLE PURCHASER OF REAL ESTATE AND THAT IT IS RELYING SOLELY ON ITS OWN EXPERTISE AND THAT OF GRANTEE'S CONTRACTORS, AND THAT GRANTEE HAS CONDUCTED SUCH INSPECTIONS AND INVESTIGATIONS OF THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AND IS RELYING UPON SAME, AND ASSUMES THE RISK THAT ADVERSE MATTERS, INCLUDING, BUT NOT LIMITED TO, ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, MAY NOT HAVE BEEN REVEALED BY GRANTEE'S INSPECTIONS AND INVESTIGATIONS. BY ACCEPTANCE OF THIS DEED GRANTEE ACKNOWLEDGES AND AGREES THAT GRANTOR IS CONVEYING AND GRANTEE IS ACCEPTING THE PROPERTY "AS IS, WHERE IS," WITH ALL FAULTS, AND GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT THERE ARE NO ORAL AGREEMENTS, WARRANTIES OR REPRESENTATIONS, COLLATERAL TO OR AFFECTING THE PROPERTY BY GRANTOR, ANY AGENT OF GRANTOR OR ANY THIRD PARTY. GRANTOR IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS, OR INFORMATION PERTAINING TO THE PROPERTY FURNISHED BY ANY REAL ESTATE BROKER, AGENT, EMPLOYEE, SERVANT OR OTHER PERSON.

EXECUTED \_\_\_\_\_, 1999 to be effective the \_\_\_ day of \_\_\_\_\_, \_\_\_\_.

**GRANTOR:**

CRESCENT REAL ESTATE EQUITIES  
LIMITED PARTNERSHIP  
a Delaware limited partnership

By: Crescent Real Estate Equities, Ltd.,  
General Partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**GRANTEE:**

TOWN OF ADDISON

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF TEXAS           §  
                                      §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on \_\_\_\_\_, \_\_\_\_\_,  
\_\_\_\_\_ of Crescent Real Estate Equities, Ltd.,  
General Partner of Crescent Real Estate Equities Limited Partnership, a Delaware limited partnership  
on behalf of said partnership.

\_\_\_\_\_  
Notary Public, State of Texas

STATE OF TEXAS           §  
                                  §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on \_\_\_\_\_, \_\_\_\_\_,  
\_\_\_\_\_, \_\_\_\_\_ of the Town of Addison, a municipal  
corporation, on behalf of said corporation.

\_\_\_\_\_  
Notary Public, State of Texas

**EXHIBIT "A"**

**LAND**

**EXHIBIT "B"**

**EXCEPTIONS**

**EXHIBIT "G"**

**GRANTOR'S AFFIDAVIT**

**AFFIDAVIT TO BE SIGNED BY SELLER  
IN CONNECTION WITH TITLE INSURANCE POLICY TO BE ISSUED**

**STATE OF TEXAS           §  
  §       **KNOW ALL PERSONS BY THESE PRESENTS:**  
**COUNTY OF DALLAS       §****

GF No.: \_\_\_\_\_  
Hexter-Fair Title Company (the "Title Company")  
Crescent Real Estate Real Estate Equities Limited Partnership ("Owner")

BEFORE ME, the undersigned authority, on this day personally appeared the Owner, which says that:

The property referred to herein is briefly described as follows (the "Property"):

**AS SET FORTH ON EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF.**

Owner is making this affidavit as Owner of the Property.

To Owner's current actual knowledge, Owner's possession of the Property has been peaceable and undisturbed.

To Owner's current actual knowledge, there are no proceedings in bankruptcy or receivership pending which involve the Owner as the debtor.

To Owner's current actual knowledge, there are no judgments against Owner which encumber the Property.

Owner hereby certifies that all ad valorem property taxes ("1998 Taxes") pertaining to the Property for the year 1998 have been paid in full. Owner shall reimburse Title Company for any and all 1998 Taxes and applicable penalties or interest should such amounts be determined to be due and/or unpaid on or prior to the date hereof.

Owner has no current actual knowledge of any paving liens or claims for paving outstanding against the Property, and Owner has signed no petitions and has no current actual knowledge of any petitions being circulated, for the pavement of the streets, alleys or sidewalks adjacent to the Property.



To Owner's current actual knowledge, Owner has not contracted with anyone to construct or install any improvements on the Property.

To Owner's current actual knowledge, Owner has not created any lien or other encumbrance securing the payment of any sum which presently encumbers the Property other than liens securing payment of ad valorem taxes.

To Owner's current actual knowledge, Owner has not: (i) entered into any oral or written lease agreements affecting the Property, or (ii) otherwise granted any possessory rights of any nature whatsoever to any persons which are presently existing.

As used herein, Owner's current actual knowledge is limited to the current actual knowledge of William D. Miller and the foregoing representations are made without any investigation or inquiry.

This affidavit is made to the Title Company, and is not for the benefit of any other persons or parties.

EXECUTED effective as of the \_\_\_\_ day of May, 1999.

CRESCENT REAL ESTATE EQUITIES  
LIMITED PARTNERSHIP  
a Delaware limited partnership

By: Crescent Real Estate Equities, Ltd.,  
General Partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF TEXAS           §  
                                  §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on \_\_\_\_\_, 1999,  
\_\_\_\_\_ of Crescent Real Estate Equities, Ltd.,  
General Partner of Crescent Real Estate Equities Limited Partnership, a Delaware limited partnership  
on behalf of said partnership.

\_\_\_\_\_  
Notary Public, State of Texas

EXHIBIT "A"

COUNTY : DALLAS  
ROADWAY : SOUTH QUORUM/INWOOD CONNECTION  
PARCEL : 4

*Crescent*  
*5-25-99*

PARCEL 4

BEING A 0.6773 ACRE TRACT OF LAND SITUATED IN THE CITY OF FARMERS BRANCH, DALLAS COUNTY, TEXAS, IN THE JOSIAH PANCOAST SURVEY, ABSTRACT NO. 1146, AND BEING PART OF LOT 1 AND LOT 2, BLOCK 1 OF ANDERSON & WHITE ADDITION, AN ADDITION TO THE CITY OF FARMERS BRANCH, DALLAS COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 953, PAGE 895, PLAT RECORDS OF DALLAS COUNTY, TEXAS, AND BEING PART OF A TRACT OF LAND CONVEYED TO CRESCENT REAL ESTATE EQUITIES LIMITED PARTNERSHIP ACCORDING TO THE DEED RECORDED IN VOLUME 97092, PAGE 02797, DEED RECORDS OF DALLAS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD LYING AT THE SOUTHWEST CORNER OF BLOCK 3, QUORUM ADDITION, AN ADDITION TO THE TOWN OF ADDISON, DALLAS COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 79100, PAGE 1895, DEED RECORDS OF DALLAS COUNTY, TEXAS, AND BEING THE SOUTHEAST CORNER OF BLOCK 3, QUORUM WEST ADDITION, AN ADDITION TO THE TOWN OF ADDISON, DALLAS COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 81005, PAGE 1454, DEED RECORDS OF DALLAS COUNTY, TEXAS, SAID POINT LYING AT THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 07 DEGREES 26 MINUTES 37 SECONDS, A RADIUS OF 758.0 FEET, A CHORD BEARING OF SOUTH 20 DEGREES 44 MINUTES 53 SECONDS EAST AND A CHORD LENGTH OF 98.41 FEET;

THENCE ALONG SAID CURVE TO THE RIGHT AN ARC DISTANCE OF 98.48 FEET TO A POINT FOR CORNER;

THENCE SOUTH 17 DEGREES 01 MINUTES 34 SECONDS EAST A DISTANCE OF 237.60 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 29 DEGREES 18 MINUTES 29 SECONDS, A RADIUS OF 260.0 FEET, A CHORD BEARING OF SOUTH 02 DEGREES 22 MINUTES 19 SECONDS EAST AND A CHORD LENGTH OF 131.55 FEET;

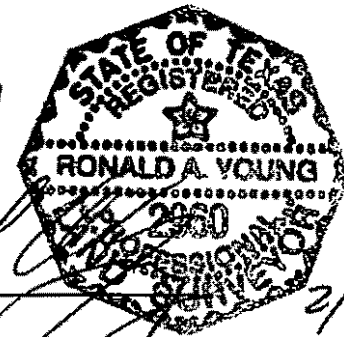
THENCE ALONG SAID CURVE TO THE RIGHT AN ARC DISTANCE OF 133.0 FEET TO A POINT FOR CORNER, SAID POINT BEING A POINT OF REVERSE CURVE AND LYING AT THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 12 DEGREES 31 MINUTES 06 SECONDS, A RADIUS OF 240.0 FEET, A CHORD BEARING OF SOUTH 06 DEGREES 01 MINUTES 22 SECONDS WEST AND A CHORD LENGTH OF 52.33 FEET;

THENCE ALONG SAID CURVE TO THE LEFT AN ARC DISTANCE OF 52.44 FEET TO A POINT FOR CORNER LYING IN THE NORTH LINE OF LOT 4, BLOCK 1 OF WELLINGTON SQUARE, AN ADDITION TO THE CITY OF FARMERS BRANCH, DALLAS COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 79206, PAGE 0350, DEED RECORDS OF DALLAS COUNTY, TEXAS;

THENCE ALONG THE NORTH LINE OF SAID LOT 4, BLOCK 1 OF WELLINGTON SQUARE, SOUTH 88 DEGREES 41 MINUTES 19 SECONDS WEST A DISTANCE OF 10.63 FEET TO A POINT FOR CORNER LYING IN THE NORTHEAST LINE OF A 100 FOOT D. P. & L. CO. RIGHT-OF-WAY ACCORDING TO THE DEED RECORDED IN VOLUME 4617, PAGE 375, DEED RECORDS OF DALLAS COUNTY, TEXAS;

THENCE ALONG THE NORTHEAST LINE OF THE PREVIOUSLY MENTIONED 100 FOOT D. P. & L. CO. RIGHT-OF-WAY, NORTH 17 DEGREES 01 MINUTES 34 SECONDS A DISTANCE OF 526.59 FEET (ALSO CALLED NORTH 17 DEGREES 01 MINUTES 00 SECONDS WEST A DISTANCE OF 526.67 FEET) TO A 1/2" IRON ROD LYING IN THE SOUTH LINE OF BLOCK 3, QUORUM WEST ADDITION AS PREVIOUSLY DESCRIBED;

THENCE ALONG THE SOUTH LINE OF SAID BLOCK 3, QUORUM WEST ADDITION SOUTH 89 DEGREES 27 MINUTES 36 SECONDS EAST (ALSO CALLED SOUTH 89 DEGREES 28 MINUTES 00 SECONDS EAST) A DISTANCE OF 60.43 FEET TO THE POINT OF BEGINNING AND CONTAINING APPROXIMATELY 29,501.15 SQUARE FEET OR 0.6773 ACRES OF LAND.

*Ronald A. Young*  
  
2/10/99

RONALD A. YOUNG  
REGISTERED PROFESSIONAL LAND SURVEYOR  
TEXAS REG. NO. 2960

**CURVE TABLE**

CV NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD LENGTH
1	07° 26' 37"	758.0'	98.48'	S 20° 44' 53" E	98.41'
2	29° 18' 29"	280.0'	133.0'	S 02° 22' 19" E	131.55'
3	12° 31' 06"	240.0'	52.44'	S 06° 01' 22" W	52.33'

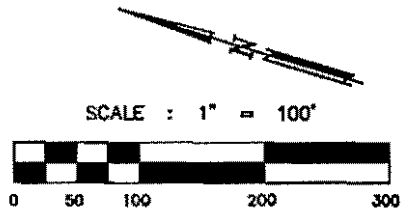
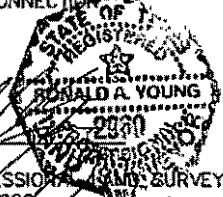



EXHIBIT "B"

COUNTY : DALLAS  
ROADWAY : SOUTH QUORUM/INWOOD CONNECTION  
PARCEL : 4



*Ronald A. Young*  
**RONALD A. YOUNG**  
REGISTERED PROFESSIONAL LAND SURVEYOR  
TEXAS REG. NO. 2960  
2/10/99



**ADDISON**

PAGE 1 OF 1

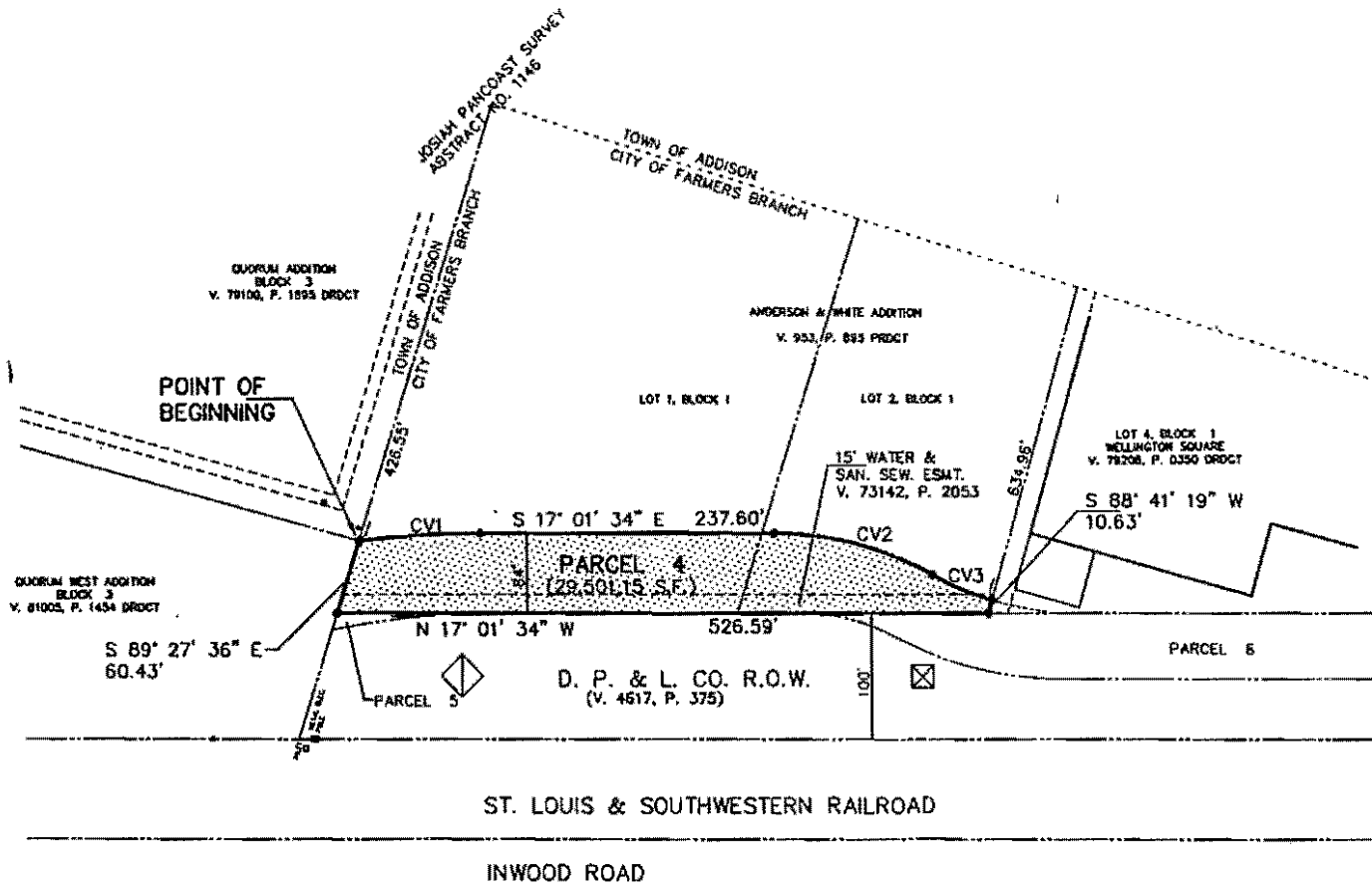


EXHIBIT "A"

COUNTY : DALLAS  
ROADWAY : SOUTH QUORUM/INWOOD CONNECTION  
PARCEL : 4

PARCEL 4

BEING A 0.6773 ACRE TRACT OF LAND SITUATED IN THE CITY OF FARMERS BRANCH, DALLAS COUNTY, TEXAS, IN THE JOSIAH PANCOAST SURVEY, ABSTRACT NO. 1146, AND BEING PART OF LOT 1 AND LOT 2, BLOCK 1 OF ANDERSON & WHITE ADDITION, AN ADDITION TO THE CITY OF FARMERS BRANCH, DALLAS COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 953, PAGE 895, PLAT RECORDS OF DALLAS COUNTY, TEXAS, AND BEING PART OF A TRACT OF LAND CONVEYED TO CRESCENT REAL ESTATE EQUITIES LIMITED PARTNERSHIP ACCORDING TO THE DEED RECORDED IN VOLUME 97092, PAGE 02797, DEED RECORDS OF DALLAS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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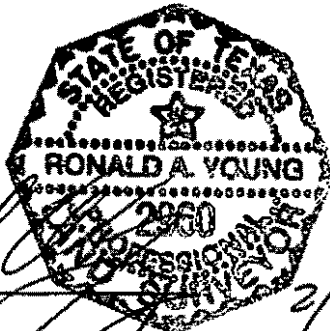
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*Ronald A. Young*  
RONALD A. YOUNG  
REGISTERED PROFESSIONAL LAND SURVEYOR  
TEXAS REG. NO. 2960

*2/10/99*

**CURVE TABLE**

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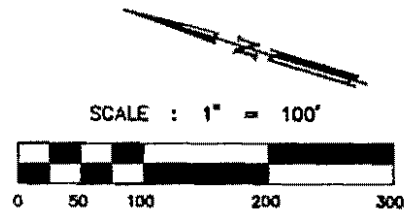


EXHIBIT "B"

COUNTY : DALLAS  
ROADWAY : SOUTH QUORUM / INWOOD CONNECTION  
PARCEL : 4

*Ronald A. Young*  
**RONALD A. YOUNG**  
REGISTERED PROFESSIONAL LAND SURVEYOR  
TEXAS REG. NO. 2969

2/10/99

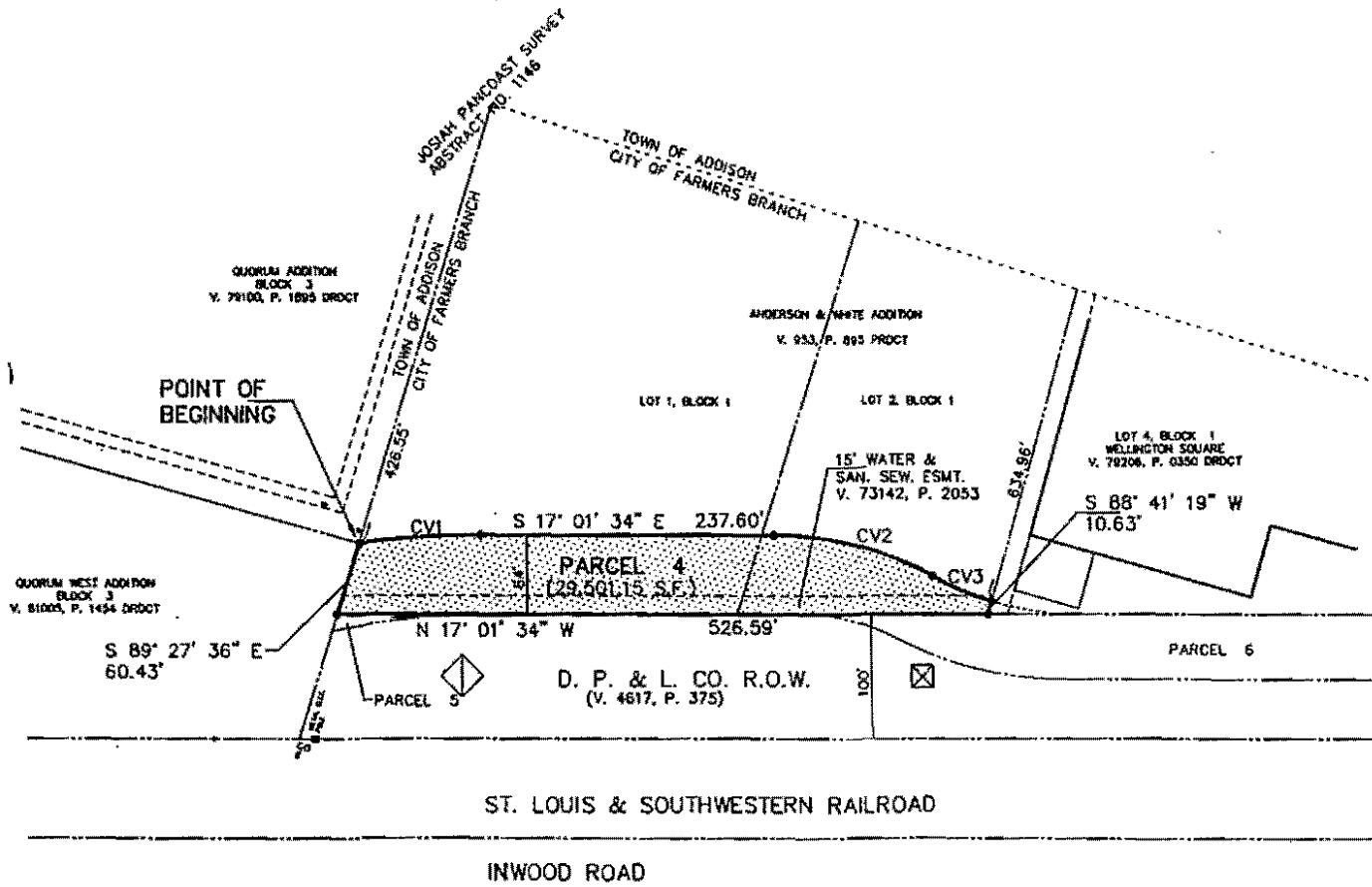


EXHIBIT "A"

COUNTY : DALLAS  
ROADWAY : SOUTH QUORUM/INWOOD CONNECTION  
PARCEL : 4

PARCEL 4

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BEGINNING AT A 1/2" IRON ROD LYING AT THE SOUTHWEST CORNER OF BLOCK 3, QUORUM ADDITION, AN ADDITION TO THE TOWN OF ADDISON, DALLAS COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 79100, PAGE 1895, DEED RECORDS OF DALLAS COUNTY, TEXAS, AND BEING THE SOUTHEAST CORNER OF BLOCK 3, QUORUM WEST ADDITION, AN ADDITION TO THE TOWN OF ADDISON, DALLAS COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 81005, PAGE 1454, DEED RECORDS OF DALLAS COUNTY, TEXAS, SAID POINT LYING AT THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 07 DEGREES 26 MINUTES 37 SECONDS, A RADIUS OF 758.0 FEET, A CHORD BEARING OF SOUTH 20 DEGREES 44 MINUTES 53 SECONDS EAST AND A CHORD LENGTH OF 98.41 FEET;

THENCE ALONG SAID CURVE TO THE RIGHT AN ARC DISTANCE OF 98.48 FEET TO A POINT FOR CORNER;

THENCE SOUTH 17 DEGREES 01 MINUTES 34 SECONDS EAST A DISTANCE OF 237.60 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 29 DEGREES 18 MINUTES 29 SECONDS, A RADIUS OF 260.0 FEET, A CHORD BEARING OF SOUTH 02 DEGREES 22 MINUTES 19 SECONDS EAST AND A CHORD LENGTH OF 131.55 FEET;

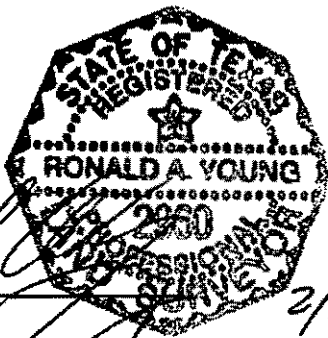
THENCE ALONG SAID CURVE TO THE RIGHT AN ARC DISTANCE OF 133.0 FEET TO A POINT FOR CORNER, SAID POINT BEING A POINT OF REVERSE CURVE AND LYING AT THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 12 DEGREES 31 MINUTES 06 SECONDS, A RADIUS OF 240.0 FEET, A CHORD BEARING OF SOUTH 06 DEGREES 01 MINUTES 22 SECONDS WEST AND A CHORD LENGTH OF 52.33 FEET;

THENCE ALONG SAID CURVE TO THE LEFT AN ARC DISTANCE OF 52.44 FEET TO A POINT FOR CORNER LYING IN THE NORTH LINE OF LOT 4, BLOCK 1 OF WELLINGTON SQUARE, AN ADDITION TO THE CITY OF FARMERS BRANCH, DALLAS COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 79206, PAGE 0350, DEED RECORDS OF DALLAS COUNTY, TEXAS;

THENCE ALONG THE NORTH LINE OF SAID LOT 4, BLOCK 1 OF WELLINGTON SQUARE, SOUTH 88 DEGREES 41 MINUTES 19 SECONDS WEST A DISTANCE OF 10.63 FEET TO A POINT FOR CORNER LYING IN THE NORTHEAST LINE OF A 100 FOOT D. P. & L. CO. RIGHT-OF-WAY ACCORDING TO THE DEED RECORDED IN VOLUME 4617, PAGE 375, DEED RECORDS OF DALLAS COUNTY, TEXAS;

THENCE ALONG THE NORTHEAST LINE OF THE PREVIOUSLY MENTIONED 100 FOOT D. P. & L. CO. RIGHT-OF-WAY, NORTH 17 DEGREES 01 MINUTES 34 SECONDS A DISTANCE OF 526.59 FEET (ALSO CALLED NORTH 17 DEGREES 01 MINUTES 00 SECONDS WEST A DISTANCE OF 526.67 FEET) TO A 1/2" IRON ROD LYING IN THE SOUTH LINE OF BLOCK 3, QUORUM WEST ADDITION AS PREVIOUSLY DESCRIBED;

THENCE ALONG THE SOUTH LINE OF SAID BLOCK 3, QUORUM WEST ADDITION SOUTH 89 DEGREES 27 MINUTES 36 SECONDS EAST (ALSO CALLED SOUTH 89 DEGREES 28 MINUTES 00 SECONDS EAST) A DISTANCE OF 60.43 FEET TO THE POINT OF BEGINNING AND CONTAINING APPROXIMATELY 29,501.15 SQUARE FEET OR 0.6773 ACRES OF LAND.

  
RONALD A. YOUNG  
REGISTERED PROFESSIONAL LAND SURVEYOR  
TEXAS REG. NO. 2960

**CURVE TABLE**

CV NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD LENGTH
1	07° 26' 37"	758.0'	98.48'	S 20° 44' 53" E	98.41'
2	29° 18' 29"	260.0'	133.0'	S 02° 22' 19" E	131.55'
3	12° 31' 06"	240.0'	52.44'	S 06° 01' 22" W	52.33'

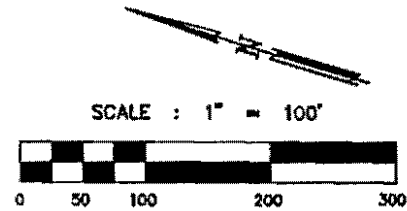


EXHIBIT "B"

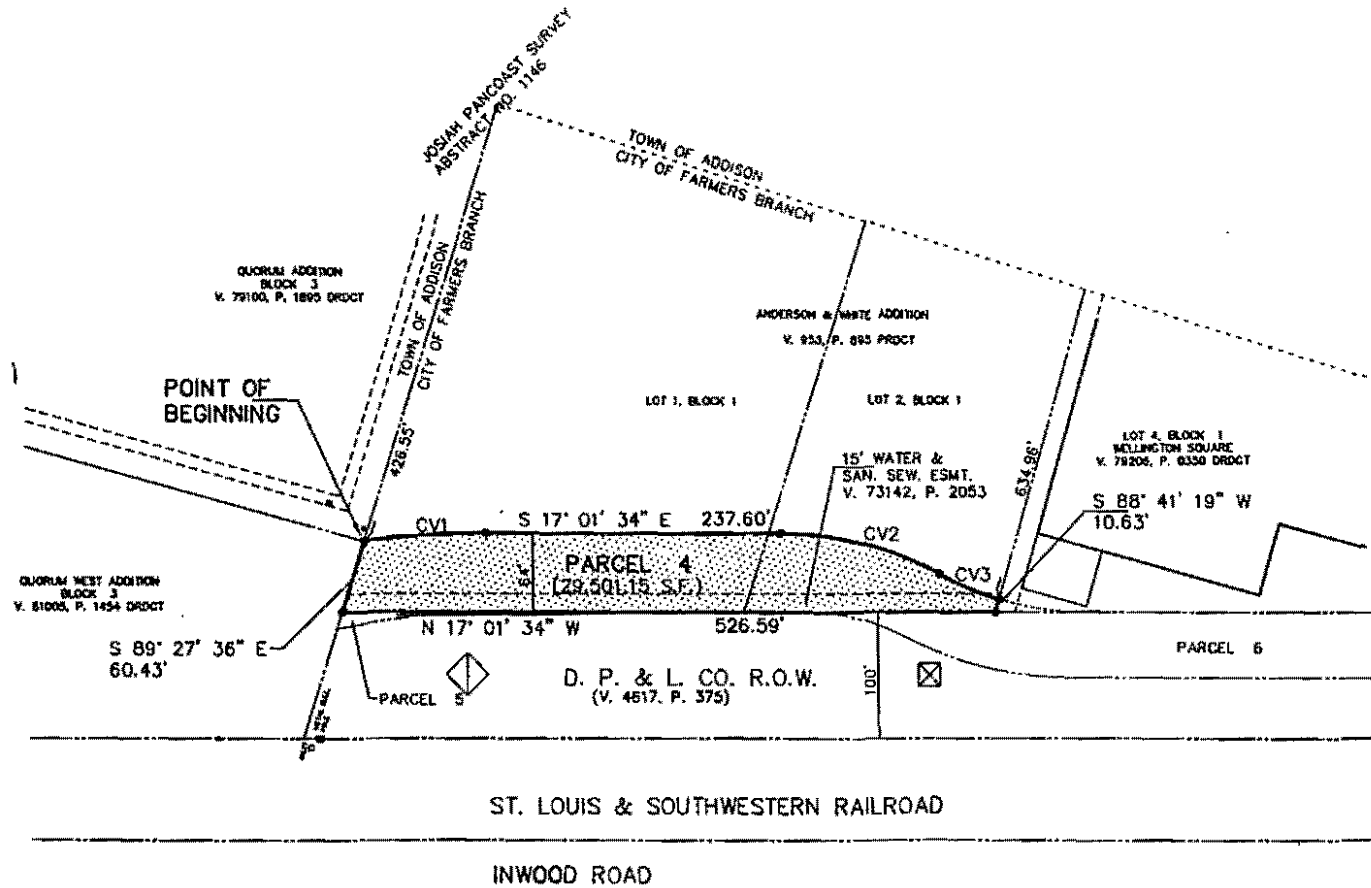
COUNTY : DALLAS  
ROADWAY : SOUTH QUORUM/INWOOD CONNECTION  
PARCEL : 4

*Ronald A. Young*  
**RONALD A. YOUNG**  
REGISTERED PROFESSIONAL SURVEYOR  
TEXAS REG. NO. 2969

2/10/99

**ADDISON**

PAGE 1 OF 1



**AGENDA**

**REGULAR MEETING OF THE CITY COUNCIL**

**MAY 25, 1999**

**6:30 P.M.**

**COUNCIL CHAMBERS**

**5300 BELT LINE ROAD**

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**WORK SESSION**

Item #WS1 - Budget Work Session for presentation and discussion of the results of the Councilmembers' survey, and discussion of the City Manager's and Economic Development proposed budgets.

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**REGULAR SESSION**

Item #R1 - Consideration of Old Business.

Item #R2 - Consent Agenda.



Item #R10 - Consideration of a resolution authorizing the City Manager to enter into an agreement with Crescent Realty Trust for the acquisition of one parcel necessary to connect the Wellington Center/Princeton area to South Quorum.

Attachments:

1. Memo from John Baumgartner
2. Proposed agreement

Administrative Recommendation:

Administration recommends approval.

*approved*

*Get exhibit back from Town Hall*

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Item #R11 - Consideration of a request from WaterTower Theatre to grant an advance in the amount of \$40,000 from the fourth quarter funds allocated to the WaterTower Theatre.

Attachments:

1. Memo from Lea Dunn
2. Letter from Gayle Pearson

Administrative Recommendation:

Administration recommends ???

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Adjourn Meeting

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Posted 5:00 p.m.  
May 21, 1999  
Carmen Moran  
City Secretary

# COWLES & THOMPSON

A Professional Corporation

ATTORNEYS AND COUNSELORS



## FACSIMILE COVER PAGE

DATE: 4/8/99 TIME: \_\_\_\_\_

TOTAL NUMBER OF PAGES (including this sheet): 19

NORMAL/RUSH: \_\_\_\_\_ CLIENT/MATTER #: 3195/25211

TO: (1) John Prosser FAX: 972-450-2837  
 (2) Jim Price FAX: 972-450-2837  
 (3) \_\_\_\_\_ FAX: \_\_\_\_\_

FROM: Bob Buckner DIRECT DIAL #: (214) 672-2139

MESSAGE: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**IF YOU HAVE ANY PROBLEMS WITH THIS TRANSMISSION,  
 PLEASE CALL OUR SERVICE CENTER  
 AT (214) 672-2508 OR \_\_\_\_\_ AT (214) 672-\_\_\_\_\_.**

Thank You.

**IMPORTANT/CONFIDENTIAL:** This message is intended only for the use of the individual or entity to which it is addressed. This message contains information from the law firm of Cowles & Thompson which may be privileged, confidential, and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient or the employee, or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution, or copying of the communication is strictly prohibited. If you have received this communication in error, please notify us immediately at our telephone number 214.672.2000. We will be happy to arrange for the return of this message to us, via the United States Postal Service, at no cost to you.

**COWLES & THOMPSON**

A Professional Corporation

ATTORNEYS AND COUNSELORS



ROBERT G. BUCHANAN, JR.  
214.672.2135  
RBUCHANAN@COWLESTHOMPSON.COM

April 8, 1999

**VIA TELECOPY**

Mr. John Baumgartner  
Mr. Jim Pierce  
Town of Addison  
P. O. Box 9010  
Addison, Texas 75001-9010

Re: Proposed dedication by Crescent for extension of Quorum Road

Dear John and Jim.

Attached please find a copy of the revised Agreement prepared by Crescent's attorney. The changes are lengthy. Below are my preliminary comments:

1. Section 2. Conveyance of Land. Read in connection with Sections 7 and 8, Crescent does not contemplate dedicating the right-of-way until the improvements have been completed. Dedication is also contingent upon the Town approving new zoning for the property. See Section 3(b). Based upon our prior discussions, I presume that this is not acceptable.

2. Section 3. Road Construction and Zoning Change. In subsection (a), Crescent appears to contemplate that a "site plan" will be attached which will include specifications concerning the improvements to me made. Crescent also proposes that it have the right to approve the plans for the improvements. In subsection (d), Crescent requests the Town to indemnify Crescent against any environmental matters pertaining to the right-of-way. All of these requests seem excessive given the project involved.

3. Section 4. Representations and Warranties of the City. With respect to subsection (c), has a resolution already been passed upon which you will rely to proceed with these acquisitions, or will there be a specific resolution with respect to the agreement reached with each of the property owners?

Please give me your thoughts on these issues and any others you see upon your review of the revised Agreement.

Sincerely,

Robert G. Buchanan, Jr.

RGB:wn  
Enclosure

DALLAS TYLER MCKINNEY

901 MAIN STREET SUITE 4000 DALLAS, TEXAS 75202-3793  
TEL 214.672.2000 FAX 214.672.2020

STATE OF TEXAS

§  
§  
§

AGREEMENT

COUNTY OF DALLAS

THIS AGREEMENT ("Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 1999 April, 1999 (the "Effective Date") by and between the Town of Addison, Texas (the "City") and Crescent Real Estate Equities Limited Partnership ("Crescent"), a Delaware limited partnership.

**RECITALS:**

1. Crescent owns that certain tract of land (the "Property Crescent Tract") located primarily in the City and which is more particularly described in Exhibit "A" attached hereto.

2. As set forth in the City's Thoroughfare Plan, the City anticipates and is in the process of acquiring right-of-way for the purpose of extending Quorum road ~~in a southerly and easterly direction to serve the Princeton and Wellington buildings.~~ Road as set forth generally on the Site Plan (herein so called) set forth on the attached Exhibit "B". Part of such Quorum Road extension includes a portion of the property more particularly described on the attached Exhibit "C" (the "Property"). The Property is also visually depicted on the Site Plan.

3. Crescent desires to dedicate convey the Property to the City to facilitate the extension of Quorum Road by the City upon satisfaction of the terms and conditions contained herein.

NOW, THEREFORE, for and in consideration of the mutual covenants and obligations set forth herein, the benefits flowing to each of the parties hereto, and other good and valuable consideration, the City and Crescent do hereby contract and agree as follows:

**Section 1. Incorporation of Premises Recitals.** The above and foregoing premises recitals are true and correct and are incorporated herein and made a part hereof for all purposes.

**Section 2. Dedication Conveyance of Land.** Crescent agrees to dedicate convey to the City the Property upon satisfaction of the Conditions Precedent set forth in Section 7 hereof. The conveyance of the Property shall be by special warranty deed, in the form attached hereto as Exhibit "B-D" (the "Deed"). Crescent shall convey clear good and indefeasible title to the Property, subject only to recorded and validly existing public utility easements and restrictive covenants and other matters of record in the Real Property Records of Dallas County, Texas, or which are visible and apparent upon an inspection of the Property.

**A. Title Commitment.** The City, at its expense, may obtain a commitment for title insurance (the "Title Commitment") for the Property issued by ~~Hester-Fair Title Company, 8333 Douglas Avenue, Suite 139 Republic Title of Texas, 300 Crescent Court, Suite 100, Dallas, Texas 75225 75201,~~ (the "Title Company"), along with copies of the instruments that create or evidence

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all title exceptions thereto.

B. Survey. Should the City desire to obtain a survey of the Property, such survey shall be at the City's sole expense.

B.C. Title Policy. The City, at its sole cost and expense, shall have the right to obtain a standard Texas owner's policy of title insurance (the "Title Policy") insuring title to the Property. Crescent shall not be required to pay for any expenses in connection with the Title Policy or in issuing the Title Commitment or the Survey or have any obligation to cause any exception to be removed from the Title Commitment or the Title Policy other than contractual liens or mechanics liens (other than any Road Lien) placed by Crescent (excluding taxes for the year of Closing).

D. Inspection Obligations. City and City's contractors shall: (a) not disturb any tenants of the Property or the Crescent Tract; (b) not damage any part of the Property or the Crescent Tract; (c) not injure or otherwise cause bodily harm to Crescent, its agents, contractors, employees or tenants; (d) maintain general liability (occurrence) insurance in terms and amounts satisfactory to Crescent covering any accident arising in connection with the presence of City, its agents and representatives (including but not limited to the Contractor) on the Property or the Crescent Tract; (e) promptly pay when due the costs of all tests, investigations, and examinations done with regard to the Property; (f) not permit any liens to attach to the Property or the Crescent Tract by reason of the exercise of its rights hereunder; and (g) restore the surface of the Property to the condition in which the same was found before any permitted inspection or tests were undertaken. City indemnifies and holds Crescent harmless from and against any and all liens, claims, causes of action, damages and expenses (including reasonable attorneys' fees) asserted against or incurred by Crescent arising out of any violation of the provisions of this Section. The obligations of City created pursuant to this Section are called "City's Inspection Obligations". Notwithstanding any provision of this Agreement to the contrary, neither Closing (hereafter defined) nor termination of this Agreement shall terminate the City's Inspection Obligations.

### Section 3. Road Construction and Zoning Change.

(a) Road Construction. The City shall cause the extension of Quorum Road (the "Extension") to be constructed on the Property in the approximate location set forth on the Site Plan and in accordance with plans approved by Crescent. Prior to commencing construction of the Extension, the City shall (i) obtain all permits and approvals from each governmental entity having jurisdiction over the construction of the Extension, including but not limited to the City of Farmers Branch; (ii) obtain the agreement of the contractor ("Contractor") constructing the Extension to obtain and keep in force a policy or policies of insurance having the coverages listed on the attached Exhibit "E" listing Crescent as an additional insured thereunder. The City shall commence the work in connection with Extension on or before \_\_\_\_\_ and shall diligently pursue the completion of such work in accordance with the general guidelines set forth on the Site Plan (including the placement of curb cuts as indicated on the Site Plan) and all governmental rules and regulations. The City shall not permit or suffer any mechanics or materialmans lien (collectively, "Road Lien") be

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placed on the Property or the Crescent Tract as a result of the construction of the Extension and shall immediately cause the same to be released upon filing of any such lien. Crescent shall afford the City and its contractor access to the Property during the construction of the Extension for so long as no default exists hereunder. As used herein, "Completion" shall mean (i) dedication and acceptance of the Extension by the City and City of Farmers Branch as applicable; (ii) no Road Lien filed; and (iii) delivery of a certificate of final completion from City's engineer that prepared the plans for the Extension.

(b) Zoning Change. Within \_\_\_\_\_ days after the Effective Date, Crescent shall cause to be filed with the City an application to amend (the "Zoning Amendment") Planned Development Ordinance No. 085-001 (the "PD Ordinance") in the manner set forth on Exhibit "F". Crescent shall diligently pursue completion of the Zoning Amendment. The purpose of the Zoning Amendment is to amend certain aspects of the existing PD Ordinance to not include the Property and to clarify the development rights associated with the Crescent Tract. Crescent shall have no obligation to agree to any condition or restriction in connection with the Zoning Amendment other than those set forth on Exhibit "F", nor shall Crescent be obligated to pay any sums in connection therewith other than customary filing fees.

(c) Environmental. As additional consideration for the transaction contemplated herein, City agrees that it will provide to Crescent immediately following the receipt of same by City copies of any and all reports, tests or studies involving Hazardous Materials (hereafter defined) on, under or at the Property which reports, tests or studies shall be addressed to both Crescent and City at no cost to Crescent; provided, however, City shall have no obligation to cause any such tests or studies to be performed on the Property. In the event that such reports, tests or studies indicate the existence or reasonable potential existence of any Hazardous Materials on, under or at the Property, Crescent may terminate this Agreement by giving written notice to the City within ten (10) business days after City delivers copies of such reports, tests or studies to Crescent. Upon such termination neither Crescent nor City shall have any further rights or obligations pursuant to this Agreement except for the City's Inspection Obligations which shall continue until fully performed. The term "Hazardous Materials" shall refer to all materials and substances which are defined as such in (or for purposes of) the Comprehensive Environmental Response, Compensation and Liability Act, any so called "superfund" or "superlien" law, the Toxic Substance Control Act, or any federal, state or local statute, ordinance, code, rule, regulations, order or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereinafter in effect and any other hazardous, toxic or dangerous waste, substance or material.

(d) Indemnity. City releases, indemnifies and holds Crescent harmless from all claims, causes of action and expenses (including those asserted against or incurred by Crescent) which arise out of or relate to the presence, generation, treatment or disposition of Hazardous Materials on, under or at the Property (or any property near the Property). In addition, City shall (and shall cause the Contractor to also) indemnify and hold Crescent harmless from all claims, causes of action and expenses (including those asserted against or incurred by Crescent) which arise out of or relate to the construction of the Extension or any activities in relation thereto or any Road Lien.

-3- No

The obligations of this Section shall survive the Closing or earlier termination of this Agreement.

~~Section 3. Road Construction. The City will cause the street improvements in the Right-of-Way to be constructed in accordance with the specifications of the applicable municipal authorities, in order that dedication of such improvements will be accepted by such authorities.~~

Section 4. Representations and Warranties of the City. The City represents and warrants to Crescent as follows:

A. Organization. The City is a municipal corporation duly organized and validly existing under the laws of the state of Texas, duly qualified to carry on its business in the state of Texas.

B. Power and Authority. The City has all requisite power and authority to enter into this Agreement, and to perform its obligations under this Agreement. The execution, delivery, and performance of this Agreement and the transactions described in this Agreement have been duly and validly authorized by all requisite action on the part of the City. The execution, delivery, and performance of this Agreement will not violate or be in conflict with any provision of the charter of the City, or any provision of any agreement or instrument to which the City is a party or by which the City is bound, or any statute, law, rule, regulation, judgment, decree, order, writ, or injunction applicable to the City.

C. Binding Obligation. This Agreement has been duly executed and delivered on behalf of the City. This Agreement constitutes a legal, valid, and binding obligation of the City. City shall deliver to Crescent evidence that this Agreement was approved by the City Council within \_\_\_\_\_ days after the Effective Date or Crescent may terminate this Agreement upon written notice to City.

D. Validity at Closing. The representations and warranties of the City shall be true on the date of the Closing.

CITY ACKNOWLEDGES AND AGREES THAT CRESCENT IS NOT MAKING AND SPECIFICALLY DISCLAIMS ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OR REPRESENTATIONS AS TO MATTERS OF TITLE (OTHER THAN CRESCENT'S WARRANTY OF TITLE SET FORTH IN THE DEED TO BE DELIVERED AT CLOSING), ZONING, TAX CONSEQUENCES, PHYSICAL OR ENVIRONMENTAL CONDITIONS, AVAILABILITY OF ACCESS, INGRESS OR EGRESS, OPERATING HISTORY OR PROJECTIONS, VALUATION, GOVERNMENTAL APPROVALS, GOVERNMENTAL REGULATIONS OR ANY OTHER MATTER OR THING RELATING TO OR AFFECTING THE PROPERTY INCLUDING, WITHOUT LIMITATION: (A) THE VALUE, CONDITION, MERCHANTABILITY, MARKETABILITY, PROFITABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE OF THE PROPERTY, AND (B) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY. CITY AGREES THAT WITH

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RESPECT TO THE PROPERTY. CITY HAS NOT RELIED UPON AND WILL NOT RELY UPON, EITHER DIRECTLY OR INDIRECTLY, ANY STATEMENT, REPRESENTATION OR WARRANTY OF CRESCENT OR ANY AGENT OF CRESCENT. CITY REPRESENTS THAT IT IS A KNOWLEDGEABLE PURCHASER OF REAL ESTATE AND THAT IT IS RELYING SOLELY ON ITS OWN EXPERTISE AND THAT OF CITY'S CONTRACTORS, AND THAT CITY WILL CONDUCT SUCH INSPECTIONS AND INVESTIGATIONS OF THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AND SHALL RELY UPON SAME, AND, UPON CLOSING, SHALL ASSUME THE RISK THAT ADVERSE MATTERS, INCLUDING, BUT NOT LIMITED TO, ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, MAY NOT HAVE BEEN REVEALED BY CITY'S INSPECTIONS AND INVESTIGATIONS. CITY ACKNOWLEDGES AND AGREES THAT UPON CLOSING, CRESCENT SHALL SELL AND CONVEY TO CITY AND CITY SHALL ACCEPT THE PROPERTY "AS IS, WHERE IS," WITH ALL FAULTS, AND CITY FURTHER ACKNOWLEDGES AND AGREES THAT THERE ARE NO ORAL AGREEMENTS, WARRANTIES OR REPRESENTATIONS, COLLATERAL TO OR AFFECTING THE PROPERTY BY CRESCENT, ANY AGENT OF CRESCENT OR ANY THIRD PARTY. THE TERMS AND CONDITIONS OF THIS SECTION SHALL EXPRESSLY SURVIVE THE CLOSING AND NOT MERGE THEREIN AND SHALL BE INCORPORATED INTO THE DEED. CRESCENT IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS, OR INFORMATION PERTAINING TO THE PROPERTY FURNISHED BY ANY REAL ESTATE BROKER, AGENT, EMPLOYEE, SERVANT OR OTHER PERSON, UNLESS THE SAME ARE SPECIFICALLY SET FORTH OR REFERRED TO HEREIN.

**Section 5. Representations and Warranties of Crescent.** Crescent represents and warrants to the City the following:

A. **Organization.** Crescent is a ~~Texas~~ Delaware limited Partnership partnership, duly organized and validly existing under the laws of the state of Delaware and duly qualified to transact business in the State of Texas.

B. **Power and Authority.** Crescent has all requisite power and authority to enter into this Agreement, and to perform its obligations under this Agreement. The execution, delivery, and performance of this Agreement will not violate or be in conflict with any provision of the organizational documents of Crescent, or any provision of any agreement or instrument to which Crescent is bound, or any statute, law, rule, regulation, judgment, decree, order, writ, or injunction applicable to Crescent.

C. **Binding Obligation.** This Agreement has been duly executed and delivered on behalf of Crescent. This Agreement constitutes a legal, valid, and binding obligation of Crescent.

~~D- Legal Actions. No suit, action or other proceeding, including, without limitation, a condemnation or similar proceeding or assessment, is pending or threatened in any court or governmental agency against all or any part of the Property.~~



~~E-Validity at Closing. The representations and warranties of Crescent shall be true on the date of the Closing.~~

**Section 6. Conditions to the City's Obligations at Closing.** The obligations of the City at the Closing are subject to the satisfaction of the following conditions:

A. All representations and warranties of Crescent in this Agreement shall be true in all material respects; and

B. Crescent shall have performed and satisfied all covenants and agreements required by this Agreement in all material respects.

**Section 7. Conditions to Crescent's Obligations at Closing.** The obligations of Crescent at Closing are subject to the satisfaction of the following conditions:

A. All representations and warranties of the City in this Agreement shall be true in all material respects; and

B. The City shall have performed and satisfied all covenants and agreements required by this Agreement in all material respects.

C. The Completion of the Extension.

D. The Zoning Amendment shall be approved by the City in accordance with the terms of the attached Exhibit "F" and not subject to any additional conditions, restrictions or limitations and a final, non-appealable ordinance in connection therewith shall be executed by the appropriate City officials.

E. Delivery to Crescent of evidence reasonably satisfactory to Crescent that the conditions contained in the foregoing subsections (C) & (D) have been satisfied.

**Section 8. Date of Closing.** Subject to the satisfaction of the conditions of Sections 6 and 7, the closing ("Closing") shall occur on ~~60 days advance written notice from the City, but in no event later than~~ \_\_\_\_\_ ~~within~~ \_\_\_\_\_ ~~days after satisfaction of the conditions contained in Section 6 and Section 7 hereof (the "Closing Date") provided, however, if the Closing has not occurred before~~ \_\_\_\_\_ ~~Crescent may terminate this Agreement upon written notice to City.~~

**Section 9. Place of Closing.** The Closing shall be held at the offices of the Title Company.

**Section 10. Obligations at Closing.** At Closing, Crescent shall deliver to the City Title Company: (1) a duly executed and acknowledged special warranty deed in form acceptable to the City's counsel counterpart of the Deed conveying good and indefeasible title in fee simple to the Right-of-Way, free and clear of Property, subject to any and all liens, encumbrances, conditions,

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easements, assessments and restrictions except recorded utility easements and restrictive covenants of record in the Real Property Records of Dallas County, Texas or visible and apparent on the Property; (2) a "Bills Paid Affidavit" on the Title Company's standard form verifying that there are no unpaid bills or claims for labor performed or materials furnished to the Right-of-Way prior to the Closing in the form attached hereto as Exhibit "G"; and (3) reasonable evidence of the authority of Crescent to consummate the transactions described herein. At Closing, any escrow fee charged by the Title Company shall be paid solely by City. City shall pay all costs related to the Survey, the Commitment and the Title Policy (including any special endorsements or amendments thereof or any Title Company inspection fees including, without limitation, the modification of the "survey exception" to read "shortages is area"). City shall pay the fee for the recording of the Deed. Except as otherwise provided herein, each party shall be responsible for the payment of its own attorney's fees incurred in connection with the transaction which is the subject of this Agreement. In addition, at Closing all real property ad valorem taxes shall be prorated in cash as of the Closing Date. If the ad valorem taxes for the year of Closing are not known or cannot be reasonably estimated, taxes shall be estimated based on taxes for the year prior to Closing. After the taxes for the year of Closing are known, adjustments, if needed, will be made between the parties.

Section 11. Condemnation. If prior to Closing, any governmental authority or other entity having condemnation authority shall institute an eminent domain proceeding or take any steps preliminary thereto (including the giving of any direct or indirect notice of intent to institute such proceedings) with regard to the Property, and the same is not dismissed on or before ten (10) days prior to Closing, City shall be entitled as its sole remedy to terminate this Agreement upon written notice to Crescent (i) within ten (10) days following notice by Crescent to City of such condemnation. In the event City does not terminate this Agreement pursuant to the preceding sentence, City shall be conclusively deemed to have accepted such condemnation and waives any right to terminate this Agreement as a result thereof. Notwithstanding anything to the contrary herein, if any eminent domain proceeding is instituted (or notice of which shall be given) solely for the taking of any subsurface rights for utility easements or for any right-of-way easement, and the surface may, after such taking, be used in substantially the same manner as though such rights had not been taken, City shall not be entitled to terminate this Agreement as to any part of the Property, but any award resulting therefrom shall be the exclusive property of Property upon Closing.

Section 12 Section 11. Entire Agreement and Waiver. This Agreement contains the entire agreement between the parties covering the subject matter. No modifications or amendments shall be valid unless in writing and signed by the parties. A right created under this Agreement may not be waived except in a writing specifically referring to this Agreement and signed by the party waiving the right.

Section 12. Notice. Where the terms of this Agreement require that notice in writing be provided, such notice shall be deemed delivered upon the hand delivery thereof to the following address, or upon three (3) days following the deposit of the notice 13. Notices. Any notice provided or permitted to be given under this Agreement must be in writing and may be

served by depositing same in the United States mail, addressed to the party to be notified, postage prepaid; and sent by registered or certified mail, with return receipt requested and properly addressed as follows: by delivering the same in person to such party, or by teletype. Notwithstanding the foregoing, notices may also be given by telephonic transmission directly to the party or the party's attorney, as described below, or to the voice mail of the party or the party's attorney, provided that such telephonic transmission is followed by sending notice of the substance of the telephonic transmission via certified or registered mail or overnight mail. Notice given by telephonic transmission shall be effective upon deposit of the substance of the telephonic transmission in the mail via certified or registered mail (postage prepaid) or overnight delivery service (prepaid). Notice given in accordance herewith shall be effective the date the same is deposited in the mail, delivered, or telecopied. For purposes of notice, the addresses of the parties shall be as follows:

If to City, to:           Town of Addison  
                                  # To the City:  
 85300 Belt Line Road  
                                   Addison, Texas 75001  
                                   #  
 #Attn: City Manager To Crescent:  
 #  
 #  
 #Attn: City Manager

                                  Fax No:  
                                  Phone No.:

copy to:                   Bob Buchanan  
                                  Cowles & Thompson  
                                  901 Main Street, Suite 4800  
                                  Dallas, Texas 75202  
                                  Fax No.:  
                                  Phone No.:

If to Crescent:           Crescent Real Estate Equities  
                                  777 Main Street  
                                  Suite 2100  
                                  Fort Worth, Texas 76102-5325  
                                  Fax No.:  
                                  Phone No.:

copy to:                   Crescent Real Estate Equities  
                                  3333 Lee Parkway, Suite 470  
                                  Dallas, Texas 75219  
                                  Attn: Steve Cole  
                                  Fax No.:  
                                  Phone No.:

and Brown McCarroll & Oaks Hardine, LLP  
300 Crescent Court, Suite 1400  
Dallas, Texas 75201  
Attn: Ken Pearson  
Fax No.: (214) 999-6170  
Phone No.: (214) 999-6123

Each party may, from time to time, give notice to the other of a change of address to which notice shall be provided.

**Section 13. Application of Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Dallas County, Texas.

**Section 14. Successors and Assigns; Assignment.** This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns. No party shall not assign, transfer or otherwise convey this Agreement to any other person or entity without the prior written consent of the non-transferring parties.

**Section 15. Authority of Parties.** This Agreement shall become a binding obligation on the parties upon execution by both parties. The parties warrant and represent one to the other that the individual executing this Agreement on behalf of each party has full authority to execute this Agreement and bind the party to the same.

**Section 16. Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

**Section 17. No Limitation of Remedies.** Nothing in this Agreement shall be construed to limit any legal or equitable remedies of the parties. In the event Crescent fails to perform its material obligations pursuant to this Agreement for any reason except failure by City to perform hereunder, City shall elect, as its sole remedy, either to (i) terminate this Agreement by giving Crescent timely written notice of such election; or (ii) subject to the further provisions of this Section 17, enforce specific performance. Notwithstanding anything herein to the contrary, City shall be deemed to have elected to terminate this Agreement if City fails to deliver to Crescent written notice of its intent to file a claim or assert a cause of action for specific performance against Crescent in a court having jurisdiction in Dallas County, Texas, on or before ninety (90) days following the Closing Date. Notwithstanding any provision of this Agreement to the contrary: (a) City shall not be entitled to seek to enforce specific performance unless on or before the Closing Date, City satisfies all of conditions set forth in Section 7 hereof, and (b) City shall not take any action (other than the filing of suit seeking specific performance) which affects Crescent's title to the Property or its ability to convey same, including but not limited to the filing of any *lis pendens*. City's remedies shall be limited to those described in this Section 17.

**Section 18. Time of Essence.** Time is of the essence in this Agreement.

**Section 19. Expenses and Attorney's Fees.** Except as otherwise provided in this Agreement, all fees, costs and expenses incurred in negotiating this Agreement or completing the transactions described in this Agreement shall be paid by the party incurring the fee, cost or expense. In the event any litigation arises out of this Agreement between the parties hereto, the non-prevailing party shall pay the prevailing party all reasonable attorneys' fees and expenses expended or incurred in connection with such litigation.

**Section 20. Exhibits.** The following attached exhibits are hereby incorporated into this Agreement:

- Exhibit A. Crescent Tract Description
- Exhibit B. Site Plan
- Exhibit C. Property Description
- Exhibit D. Form of Deed
- Exhibit E. Insurance Schedule
- Exhibit F. Planned Development Criteria
- Exhibit G. Form of Bills Paid Affidavit

*not attached*

EXECUTED by the parties hereto on the date set forth above.

TOWN OF ADDISON, TEXAS

CRESCENT:

CRESCENT REAL ESTATE EQUITIES  
LIMITED PARTNERSHIP.

a Delaware limited partnership

By: \_\_\_\_\_  
Ron Whitehead, City Manager

ATTEST:

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Print Title: \_\_\_\_\_

By: \_\_\_\_\_  
Carmen Moran, City Secretary

CRESCENT:

§  
CRESCENT REAL ESTATE EQUITIES  
LIMITED PARTNERSHIP

§  
§  
§

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Print Title: \_\_\_\_\_ DAL-2441972

1215

APR. 8. 1999 1:50PM

COWLES & THOMPSON 214 672 2020

NO. 3134 1. 14/10

04/02/99 12:16 FAX

BROWN MCCARROLL

014-019

**EXHIBIT "A"**

**CRESCENT TRACT**

APR. 8. 1999 1:50PM

COWLES & THOMPSON 214 672 2020

NO. 3134 1. 10/10

04/02/99 12:18 FAX

BROWN MCCARROLL

015/019

**EXHIBIT "B"**

**SITE PLAN**



APR 8 1999 1:50PM  
04/02/99 12:16 FAX

COWLES & THOMPSON 214 672 2020  
BROWN MCCARROLL

NO. 3134 P. 10/19  
018/019

EXHIBIT "C"

PROPERTY

APR. 8. 1999 1:50PM

COWLES & THOMPSON 214 672 2020

NO. 3134 P. 17/19

04/02/99 12:17 FAX

BROWN MCCARROLL

017/018

**EXHIBIT "D"**

**FORM OF DEED**

04/02/99 12:17 FAX

BROWN MCCARROLL

018/018

EXHIBIT "E"

INSURANCE SCHEDULE

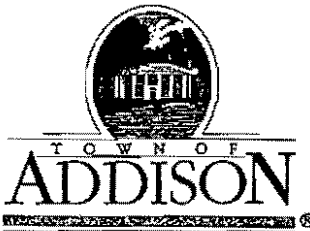
**EXHIBIT "F"**

**PLANNED DEVELOPMENT CRITERIA**

**QUORUM LAND**

<u>Compliance Item</u>	<u>Requirement</u>
<u>Property Use</u>	<u>Commercial uses as set forth in Article IX, Section 1 of the Addison Zoning Ordinance.</u>
<u>Height of Building</u>	<u>138 feet [Subject to receipt of a letter of approval from the Federal Aviation Administration of the proposed height of the building(s)].</u>
<u>Minimum Front Setback Lines</u>	<u>10 feet</u>
<u>Minimum Rear Setback Lines</u>	<u>10 feet</u>
<u>Off-Street Loading</u>	<u>0-10,000 - 0 loading spaces</u> <u>10,001 - 100,000 - 1 (10x30)</u> <u>100,001 - 200,000 - 1 (10x30)</u> <u>each additional 150,000 - 1</u>
<u>Parking Requirements (Regular and Handicapped)</u>	<u>Parking - 1 space per 300 sf. of floor area, net of all major vertical penetrations such as atriums, elevator shafts, and stairwells.</u>
<u>Maximum Floor-to-area Ratio</u>	<u>2.90:1</u>
<u>Maximum Impervious Cover</u>	<u>90%</u>
<u>Maximum Building Coverage</u>	<u>90%</u>

# R10-1



Post Office Box 9010

Addison, Texas 75001-9010

5300 Belt Line Road

(972) 450-7000

FAX (972) 450-7043

**MEMORANDUM**

May 18, 1999

To: Ron Whitehead  
City Manager

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

Re: South Quorum/Inwood Connection - Crescent Agreement

Attached is a proposed agreement between the Town of Addison and Crescent Realty Trust. This agreement details the obligations of the Town of Addison and Crescent Realty Trust as they regard the Town's acquisition of one of the parcels necessary to connect the Wellington Center/Princeton area to South Quorum.

Staff recommends that the Council adopt a resolution authorizing the City Manager to execute the attached agreement.

Attachments:

1. Draft Agreement
2. Project Schematic

#210-2

STATE OF TEXAS

§  
§  
§

AGREEMENT

COUNTY OF DALLAS

THIS AGREEMENT ("Agreement") is entered into this \_\_\_\_ day of April, 1999 (the "Effective Date") by and between the Town of Addison, Texas (the "City") and Crescent Real Estate Equities Limited Partnership ("Crescent"), a Delaware limited partnership.

**RECITALS:**

1. Crescent owns that certain tract of land (the "Crescent Tract") located primarily in the City and which is more particularly described in Exhibit "A" attached hereto.

2. As set forth in the City's Thoroughfare Plan, the City anticipates and is in the process of acquiring right-of-way for the purpose of extending the Quorum Drive area in a southerly and easterly direction as set forth generally on the Site Plan (herein so called) set forth on the attached Exhibit "B". Part of such Quorum Drive extension includes a portion of the property more particularly described on the attached Exhibit "C" (the "Property"). The Property is also visually depicted on the Site Plan.

3. Crescent desires to convey an easement in the Property to the City to facilitate the extension of the Quorum Drive area by the City upon satisfaction of the terms and conditions contained herein.

NOW, THEREFORE, for and in consideration of the mutual covenants and obligations set forth herein, the benefits flowing to each of the parties hereto, and other good and valuable consideration, the City and Crescent do hereby contract and agree as follows:

**Section 1. Incorporation of Recitals.** The above and foregoing recitals are true and correct and are incorporated herein and made a part hereof for all purposes.

**Section 2. Conveyance of Easement.** Crescent agrees to convey to the City an easement in the Property upon satisfaction of the Conditions Precedent set forth in Section 7 hereof. The conveyance of the Property shall be by easement instrument, in the form attached hereto as Exhibit "D" (the "Easement Agreement"). Crescent shall convey good and indefeasible title to the easement in the Property, subject only to recorded and validly existing public utility easements, restrictive covenants and contractual liens (if subordinated to the easement in the Property) of record in the Real Property Records of Dallas County, Texas (the "Permitted Exceptions").

**A. Title Commitment.** The City, at its expense, may obtain a commitment for title insurance (the "Title Commitment") for the Property issued by Hexter-Fair Title Company, 8333 Douglas Avenue, Suite 130, Dallas, Texas 75225 (the "Title Company"), along with copies of the instruments that create or evidence all title exceptions thereto.

B. Survey. Should the City desire to obtain a survey of the Property, such survey shall be at the City's sole expense.

C. Title Policy. The City, at its sole cost and expense, shall have the right to obtain a standard Texas owner's policy of title insurance (the "Title Policy") insuring title to the easement estate in the Property. Crescent shall not be required to pay for any expenses in connection with the Title Policy or in issuing the Title Commitment or the Survey or have any obligation to cause any exception to be removed from the Title Commitment or the Title Policy other than contractual liens or mechanics liens (other than any Road Lien)-placed by Crescent (excluding taxes for the year of Closing).

D. Inspection Obligations. City and City's contractors shall: (a) not disturb any tenants of the Property or the Crescent Tract; (b) not damage any part of the Property or the Crescent Tract; (c) not injure or otherwise cause bodily harm to Crescent, its agents, contractors, employees or tenants; (d) maintain general liability (occurrence) insurance in terms and amounts satisfactory to Crescent covering any accident arising in connection with the presence of City, its agents and representatives (including but not limited to the Contractor) on the Property or the Crescent Tract; (e) promptly pay when due the costs of all tests, investigations, and examinations done with regard to the Property; (f) not permit any liens to attach to the Property or the Crescent Tract by reason of the exercise of its rights hereunder; and (g) restore the surface of the Property to the condition in which the same was found before any permitted inspection or tests were undertaken. City indemnifies and holds Crescent harmless from and against any and all liens, claims, causes of action, damages and expenses (including reasonable attorneys' fees) asserted against or incurred by Crescent arising out of any violation of the provisions of this Section. The obligations of City created pursuant to this Section are called "City's Inspection Obligations". Notwithstanding any provision of this Agreement to the contrary, neither Closing (hereafter defined) nor termination of this Agreement shall terminate the City's Inspection Obligations.

### Section 3. Road Construction and Zoning Change.

(a) Road Construction. The City shall cause the extension of Quorum Road (the "Extension") to be constructed on the Property in the approximate location set forth on the Site Plan. Prior to commencing construction of the Extension, the City shall (i) obtain all permits and approvals from each governmental entity having jurisdiction over the construction of the Extension, including but not limited to the City of Farmers Branch; (ii) obtain the agreement of the contractor ("Contractor") constructing the Extension to obtain and keep in force a policy or policies of insurance having the coverages listed on the attached Exhibit "E" listing Crescent as an additional insured thereunder. The City shall cause construction of the Extension to be completed on or before December 31, 2001, in accordance with the general guidelines set forth on the Site Plan (including the placement of curb cuts as indicated on the Site Plan) and all governmental rules and regulations. The City shall not permit or suffer any mechanics or materialmans lien (collectively, "Road Lien") be placed on the Property or the Crescent Tract as a result of the construction of the Extension and shall immediately cause the same to be released upon filing of any such lien. Crescent shall afford the City and its contractor access to the

Property during the construction of the Extension for so long as no default exists hereunder. As used herein, "Completion" shall mean (i) dedication and acceptance of the Extension by the City and City of Farmers Branch as applicable; (ii) no Road Lien filed; and (iii) delivery of a certificate of final completion from City's engineer that prepared the plans for the Extension. In the event Completion of the Extension does not occur by December 31, 2001, Crescent shall be entitled to terminate the easement.

(b) Zoning. The City acknowledges that upon construction of the Extension, Crescent shall have satisfied requirement no. 1 applicable to Stage II, as set forth in Section 3 of Ordinance No. 085-001, passed by the City Council of the City on January 8, 1985.

(c) Environmental. As additional consideration for the transaction contemplated herein, City agrees that it will provide to Crescent immediately following the receipt of same by City copies of any and all reports, tests or studies involving Hazardous Materials (hereafter defined) on, under or at the Property which reports, tests or studies shall be addressed to both Crescent and City at no cost to Crescent; provided, however, City shall have no obligation to cause any such tests or studies to be performed on the Property. In the event that such reports, tests or studies indicate the existence or reasonable potential existence of any Hazardous Materials on, under or at the Property, Crescent may terminate this Agreement by giving written notice to the City within ten (10) business days after City delivers copies of such reports, tests or studies to Crescent. Upon such termination neither Crescent nor City shall have any further rights or obligations pursuant to this Agreement except for the City's Inspection Obligations which shall continue until fully performed. The term "Hazardous Materials" shall refer to all materials and substances which are defined as such in (or for purposes of) the Comprehensive Environmental Response, Compensation and Liability Act, any so called "superfund" or "superlien" law, the Toxic Substance Control Act, or any federal, state or local statute, ordinance, code, rule, regulations, order or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereinafter in effect and any other hazardous, toxic or dangerous waste, substance or material.

(d) Release and Indemnity. City releases Crescent from all claims, causes of action and expenses which arise out of or relate to the presence, generation, treatment or disposition of Hazardous Materials on, under or at the Property; provided that, the foregoing release is conditioned upon the truth and accuracy of the representations of Crescent set forth in Section 5(D) below. Further, the foregoing release shall not include any claim that the City may have against Crescent which arises out of or from any claim by any governmental agency or owner of any adjacent property or property in the immediate vicinity alleging damage to adjacent property or property in the immediate vicinity as a result of Hazardous Materials released on, under or from the Property or the Crescent Tract by Crescent, any prior owner or any tenant or other occupant of the Property or the Crescent Tract. The City shall (and shall cause the Contractor to also) indemnify and hold Crescent harmless from all claims, causes of action and expenses (including those asserted against or incurred by Crescent) which arise out of or relate to the construction of the Extension or any activities in relation thereto or any Road Lien. The obligations of this Section shall survive the Closing or earlier termination of this Agreement.



**Section 4. Representations and Warranties of the City.** The City represents and warrants to Crescent as follows:

A. **Organization.** The City is a municipal corporation duly organized and validly existing under the laws of the state of Texas, duly qualified to carry on its business in the state of Texas.

B. **Power and Authority.** The City has all requisite power and authority to enter into this Agreement, and to perform its obligations under this Agreement. The execution, delivery, and performance of this Agreement and the transactions described in this Agreement have been duly and validly authorized by all requisite action on the part of the City. The execution, delivery, and performance of this Agreement will not violate or be in conflict with any provision of the charter of the City, or any provision of any agreement or instrument to which the City is a party or by which the City is bound, or any statute, law, rule, regulation, judgment, decree, order, writ, or injunction applicable to the City.

C. **Binding Obligation.** This Agreement has been duly executed and delivered on behalf of the City. This Agreement constitutes a legal, valid, and binding obligation of the City. City shall deliver to Crescent evidence that this Agreement was approved by the City Council within 15 days after the Effective Date or Crescent may terminate this Agreement upon written notice to City.

D. **Validity at Closing.** The representations and warranties of the City shall be true on the date of the Closing.

CITY ACKNOWLEDGES AND AGREES THAT, EXCEPT AS SET FORTH IN SECTION 5, CRESCENT IS NOT MAKING AND SPECIFICALLY DISCLAIMS ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OR REPRESENTATIONS AS TO MATTERS OF TITLE (OTHER THAN CRESCENT'S WARRANTY OF TITLE SET FORTH IN THE DEED TO BE DELIVERED AT CLOSING), ZONING, TAX CONSEQUENCES, PHYSICAL OR ENVIRONMENTAL CONDITIONS, AVAILABILITY OF ACCESS, INGRESS OR EGRESS, OPERATING HISTORY OR PROJECTIONS, VALUATION, GOVERNMENTAL APPROVALS, GOVERNMENTAL REGULATIONS OR ANY OTHER MATTER OR THING RELATING TO OR AFFECTING THE PROPERTY INCLUDING, WITHOUT LIMITATION: (A) THE VALUE, CONDITION, MERCHANTABILITY, MARKETABILITY, PROFITABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE OF THE PROPERTY; AND (B) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY. CITY AGREES THAT WITH RESPECT TO THE PROPERTY, CITY HAS NOT RELIED UPON AND WILL NOT RELY UPON, EITHER DIRECTLY OR INDIRECTLY, ANY STATEMENT, REPRESENTATION OR WARRANTY OF CRESCENT OR ANY AGENT OF CRESCENT. CITY REPRESENTS THAT IT IS A KNOWLEDGEABLE PURCHASER OF REAL ESTATE AND THAT IT IS RELYING SOLELY ON ITS OWN EXPERTISE AND THAT OF CITY'S CONTRACTORS, AND THAT CITY WILL CONDUCT SUCH INSPECTIONS AND INVESTIGATIONS OF THE

PROPERTY, INCLUDING, BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AND SHALL RELY UPON SAME, AND, UPON CLOSING, SHALL ASSUME THE RISK THAT ADVERSE MATTERS, INCLUDING, BUT NOT LIMITED TO, ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, MAY NOT HAVE BEEN REVEALED BY CITY'S INSPECTIONS AND INVESTIGATIONS. CITY ACKNOWLEDGES AND AGREES THAT UPON CLOSING, EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES SET FORTH IN SECTION 5, CRESCENT SHALL SELL AND CONVEY TO CITY AND CITY SHALL ACCEPT THE PROPERTY "AS IS, WHERE IS," WITH ALL FAULTS, AND CITY FURTHER ACKNOWLEDGES AND AGREES THAT THERE ARE NO ORAL AGREEMENTS, WARRANTIES OR REPRESENTATIONS, COLLATERAL TO OR AFFECTING THE PROPERTY BY CRESCENT, ANY AGENT OF CRESCENT OR ANY THIRD PARTY. THE TERMS AND CONDITIONS OF THIS SECTION SHALL EXPRESSLY SURVIVE THE CLOSING AND NOT MERGE THEREIN AND SHALL BE INCORPORATED INTO THE DEED. CRESCENT IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS, OR INFORMATION PERTAINING TO THE PROPERTY FURNISHED BY ANY REAL ESTATE BROKER, AGENT, EMPLOYEE, SERVANT OR OTHER PERSON, UNLESS THE SAME ARE SPECIFICALLY SET FORTH OR REFERRED TO HEREIN.

**Section 5. Representations and Warranties of Crescent.** Crescent represents and warrants to the City the following:

A. Organization. Crescent is a Delaware limited partnership, duly organized and validly existing under the laws of the state of Delaware and duly qualified to transact business in the State of Texas.

B. Power and Authority. Crescent has all requisite power and authority to enter into this Agreement, and to perform its obligations under this Agreement. The execution, delivery, and performance of this Agreement will not violate or be in conflict with any provision of the organizational documents of Crescent, or any provision of any agreement or instrument to which Crescent is bound, or any statute, law, rule, regulation, judgment, decree, order, writ, or injunction applicable to Crescent.

C. Binding Obligation. This Agreement has been duly executed and delivered on behalf of Crescent. This Agreement constitutes a legal, valid, and binding obligation of Crescent.

D. Environmental. During the period of Crescent's ownership of the Property, Crescent has not used, released or disposed of, and to the best of Crescent's current actual knowledge, no prior owner or current or prior tenant or other occupant of all or any part of the Property or the Crescent Tract have not used, released or disposed of any Hazardous Materials on, from or affecting the Property in any manner that violates any applicable laws. To the best of Crescent's current actual knowledge, no Hazardous Materials are present on or under the Property as a result of the use, release or disposal of Hazardous Materials on or from any property adjacent to the Property or the Crescent Tract.

**Section 6. Conditions to the City's Obligations at Closing.** The obligations of the City at the Closing are subject to the satisfaction of the following conditions:

A. All representations and warranties of Crescent in this Agreement shall be true in all material respects;

B. Crescent shall have performed and satisfied all covenants and agreements required by this Agreement in all material respects;

C. The owners of Segments "A", "B" and "G" depicted on the Site Plan shall have agreed to convey those segments to the City on terms acceptable to the City; and

D. The City of Farmers Branch, Texas, shall have consented to construction of the Extension and agreed to dedication of the Property and Segments "A", "B" and "G" to the City of Farmers Branch on terms acceptable to the City.

**Section 7. Conditions to Crescent's Obligations at Closing.** The obligations of Crescent at Closing are subject to the satisfaction of the following conditions:

A. All representations and warranties of the City in this Agreement shall be true in all material respects; and

B. The City shall have performed and satisfied all covenants and agreements required by this Agreement in all material respects.

**Section 8. Date of Closing.** Subject to the satisfaction of the conditions of Sections 6 and 7, the closing ("Closing") shall occur on sixty (60) days advance notice from the City (the "Closing Date") provided, however, if the Closing has not occurred before December 31, 2000, Crescent may terminate this Agreement upon written notice to City.

**Section 9. Place of Closing.** The Closing shall be held at the offices of the Title Company.

**Section 10. Obligations at Closing.** At Closing, Crescent shall deliver to the Title Company: (1) a duly executed and acknowledged counterpart of the Easement Agreement conveying good and indefeasible title to the easement in the Property, subject to the Permitted Exceptions; (2) a "Bills Paid Affidavit" in the form attached hereto as Exhibit "G"; and (3) reasonable evidence of the authority of Crescent to consummate the transactions described herein. At Closing, any escrow fee charged by the Title Company shall be paid solely by City. City shall pay all costs related to the Survey, the Commitment and the Title Policy (including any special endorsements or amendments thereto or any Title Company inspection fees including, without limitation, the modification of the "survey exception" to read "shortages is area"). City shall pay the fee for the recording of the Easement Agreement. Except as otherwise

provided herein, each party shall be responsible for the payment of its own attorney's fees incurred in connection with the transaction which is the subject of this Agreement.

**Section 11. Condemnation.** If, prior to Closing, any governmental authority or other entity having condemnation authority shall institute an eminent domain proceeding or take any steps preliminary thereto (including the giving of any direct or indirect notice of intent to institute such proceedings) with regard to the Property, and the same is not dismissed on or before ten (10) days prior to Closing, City shall be entitled as its sole remedy to terminate this Agreement upon written notice to Crescent (i) within ten (10) days following notice by Crescent to City of such condemnation. In the event City does not terminate this Agreement pursuant to the preceding sentence, City shall be conclusively deemed to have accepted such condemnation and waives any right to terminate this Agreement as a result thereof. Notwithstanding anything to the contrary herein, if any eminent domain proceeding is instituted (or notice of which shall be given) solely for the taking of any subsurface rights for utility easements or for any right-of-way easement, and the surface may, after such taking, be used in substantially the same manner as though such rights had not been taken, City shall not be entitled to terminate this Agreement as to any part of the Property, but any award resulting therefrom shall be the exclusive property of Property upon Closing.

**Section 12. Entire Agreement and Waiver.** This Agreement contains the entire agreement between the parties covering the subject matter. No modifications or amendments shall be valid unless in writing and signed by the parties. A right created under this Agreement may not be waived except in a writing specifically referring to this Agreement and signed by the party waiving the right.

**Section 13. Notices.** Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States mail, addressed to the party to be notified, postage prepaid and registered or certified with return receipt requested; by delivering the same in person to such party; or by telecopy. Notwithstanding the foregoing, notices may also be given by telephonic transmission directly to the party or the party's attorney, as described below, or to the voice mail of the party or the party's attorney, provided that such telephonic transmission is followed by sending notice of the substance of the telephonic transmission via certified or registered mail or overnight mail. Notice given by telephonic transmission shall be effective upon deposit of the substance of the telephonic transmission in the mail via certified or registered mail (postage prepaid) or overnight delivery service (prepaid). Notice given in accordance herewith shall be effective the date the same is deposited in the mail, delivered, or telecopied. For purposes of notice, the addresses of the parties shall be as follows:

If to City, to:                   Town of Addison  
  5300 Belt Line Road  
  Addison, Texas 75001  
  Attn: City Manager  
  Fax No: \_\_\_\_\_  
  Phone No.: \_\_\_\_\_

copy to: Bob Buchanan  
Cowles & Thompson  
901 Main Street, Suite 4800  
Dallas, Texas 75202  
Fax No.: \_\_\_\_\_  
Phone No.: \_\_\_\_\_

If to Crescent: Crescent Real Estate Equities  
777 Main Street  
Suite 2100  
Fort Worth, Texas 76102-5325  
Fax No.: \_\_\_\_\_  
Phone No.: \_\_\_\_\_

copy to: Crescent Real Estate Equities  
3333 Lee Parkway, Suite 470  
Dallas, Texas 75219  
Attn: Steve Cole  
Fax No.: \_\_\_\_\_  
Phone No.: \_\_\_\_\_

and Brown McCarroll & Oaks Hartline, LLP  
300 Crescent Court, Suite 1400  
Dallas, Texas 75201  
Attn: Ken Pearson  
Fax No.: (214) 999-6170  
Phone No.: (214) 999-6123

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- Exhibit B. Site Plan
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- Exhibit E. Insurance Schedule
  
- Exhibit F. Form of Bills Paid Affidavit

EXECUTED by the parties hereto on the date set forth above.

**TOWN OF ADDISON, TEXAS**

**CRESCENT:**

CRESCENT REAL ESTATE EQUITIES  
LIMITED PARTNERSHIP,  
a Delaware limited partnership

By: \_\_\_\_\_  
Ron Whitehead, City Manager

ATTEST:

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Print Title: \_\_\_\_\_

By: \_\_\_\_\_  
Carmen Moran, City Secretary

**EXHIBIT "A"**

**CRESCENT TRACT**



**EXHIBIT "B"**

**SITE PLAN**

**EXHIBIT "C"**

**PROPERTY**

**EXHIBIT "D"**

**FORM OF EASEMENT AGREEMENT**

**EXHIBIT "E"**

**INSURANCE SCHEDULE**

**EXHIBIT "F"**

**Form of Bills Paid Affidavit**

**EXHIBIT "D"**

**EASEMENT**

**STATE OF TEXAS**

§  
§  
§

**KNOW ALL MEN BY THESE PRESENTS:**

**COUNTY OF DALLAS**

That \_\_\_\_\_, hereinafter termed **Grantor**, of the County of Dallas, State of Texas, for an in consideration of the sum of **Ten and no/100 Dollars (\$10.00)** and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, and the further benefits to be derived by remaining property as a result of projected public improvements, does hereby dedicate, grant and convey to the **Town of Addison, Texas**, hereinafter termed **Grantee**, of the County of Dallas, State of Texas a perpetual easement for the passage of vehicular and pedestrian traffic, together with the customary uses attendant thereto, including drainage and utilities, in, under, over, along and across the following described property:

**SEE ATTACHED EXHIBIT A**

Said easement is for the purpose of constructing, operating, repairing, reconstructing and perpetually maintaining a public trafficway for the passage of vehicular and pedestrian traffic, including the right to make the improvements on such grade and according to such plans and specification as will, in its opinion, best serve the public purpose. **Grantee**, its employees, agents, and licensees shall at all times have the right and privilege to access the perpetual easement described hereinabove. The consideration given by **Grantee** shall be considered full compensation for the easement and for any diminution in value that may result to remaining property by virtue of project proximity thereto, grade alignment, utility installation, or the alteration of drainage patterns and facilities.

**To have and to hold** the above-described easement, together with all and singular the rights and hereditaments thereunto in anywise belonging unto the **Grantee**, its successors and assigns for the purposes of the easement herein granted.

And **Grantor** hereby binds itself, its heirs, executors, agents and assigns to warrant and defend all and singular the above described easement and rights unto the **Grantee**, its successors and assigns, against every person whosoever lawfully claiming or to claim the same or any part thereof.

Nothing in this easement shall be construed as a waiver by **Grantee** of any connection charge or charges imposed by ordinance or Charter of the Town of Addison, Texas.

Notwithstanding anything to the contrary contained herein, in the event construction of the trafficway and related improvements described above has not been completed by December 31, 2001, **Grantor** shall have the right to terminate this easement by giving written notice of

termination to Grantee, if the written notice of termination is given on or before January 31, 2002.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 1999.

\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_, \_\_\_\_\_, on behalf of said \_\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for  
The State of Texas

My Commission Expires:  
\_\_\_\_\_

**CONSENT AND SUBORDINATION BY LIENHOLDER**

The undersigned, as the holder of lien(s) on the fee simple title to the easement property, consents to the above grant of easement, including the terms and conditions of such grant, and the undersigned subordinates its lien(s) to the rights and interests of the easement, such that a foreclosure of the lien(s) will not extinguish the rights and interests of the easement.

\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**STATE OF TEXAS**

**COUNTY OF DALLAS**

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_, \_\_\_\_\_ of \_\_\_\_\_, on behalf of said \_\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for  
The State of Texas

My Commission Expires:  
\_\_\_\_\_



# Addison!

**BILL SHIPP**

(972) 450-7017

(972) 450-7043 FAX

bshipp@ci.addison.tx.us E-mail

Town of Addison 5300 Belt Line Road P.O. Box 9010, Addison, Texas 75001-9010

---

3-12-99

Jim,

Hope this is the right one.

Bill

Gave a copy of this to

Bob Buchanan

3-18-99

4-7-99- Called Bob and asked that  
wondering he added to take care of the  
additional access rd issue. He has  
rec'd comments from Crescent's atty  
that addresses this & other issues.  
Will fax to us soon. Joe

ORDINANCE NO. 085-001

AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE, AS HERETOFORE AMENDED, SO AS TO CHANGE THE ZONING FROM "I-1" INDUSTRIAL TO "PD" PLANNED DEVELOPMENT, LOCATED ON THE WEST SIDE OF DALLAS PARKWAY AND SOUTH OF ITS INTERSECTION WITH QUORUM DRIVE AND BEING MORE PARTICULARLY DESCRIBED IN THE BODY OF THIS ORDINANCE; ON APPLICATION FROM JAVATEX CORPORATION; PROVIDING FOR SPECIAL CONDITIONS; PROVIDING FOR A PENALTY CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; AND DECLARING AN EMERGENCY.

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, Texas, 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 the Comprehensive Zoning Ordinance of the  
Town of Addison, Texas, be, and the same is hereby amended by  
amending the zoning map of the Town of Addison, Texas, so as to  
give the hereinafter described property the zoning district  
classification, to-wit: "PD" Planned Development. Said property  
being in the Town of Addison, Texas, and being described as  
follows:

BEING a tract or parcel of land situated in the Josiah  
Pancoast Survey, Abstract No. 1146, Dallas County, Texas  
and being part of 12.535 acre tract conveyed by W.O.  
Bankston and Max Williams to Vantage Properties, Inc., as  
filed for Record in Volume 80180, Page 324, Deed Records  
of Dallas County, Texas, and being more particularly  
described as follows:

COMMENCING at a point, said point being on the East line  
of Dallas Power & Light Company right-of-way (100' wide),  
said point also being the Northwest corner of Lot 4,  
"Wellington Square", an addition to the City of Farmers  
Branch, Texas, as recorded in Volume 79206, Page 0350,  
Plat Records, Dallas County, Texas; THENCE N 88°41'19" W,  
a distance of 269.71 feet to the POINT OF BEGINNING, said  
point being on the City Limit Line of Farmers Branch and  
Addison;

THENCE N 00°19'23" E, along the City Limit Line of Farmers  
Branch and Addison, a distance of 493.48 feet to a point  
for corner;

THENCE N 89°23'14" E, leaving the City Limit Line of  
Farmers Branch and Addison, a distance of 687.87 feet to a  
point for corner, said point being on the West line of the  
proposed extension of Dallas North Tollway;

THENCE S 01°29'30" W, along the West line of the proposed  
extension of Dallas North Tollway, a distance of 200.26

feet to a point for corner, said point being the point of curvature of a curve to the left having a central angle of  $00^{\circ}46'45''$ , a radius of 964.93 feet and the radius point bears S  $88^{\circ}30'31''$  E;

THENCE SOUTHERLY, along said curve to the left and along the West line of the proposed extension of Dallas North Tollway, an arc distance of 13.12 feet to a point for corner, said point being on a curve to the left having a central angle of  $01^{\circ}36'19''$ , a radius of 1270.92 feet and the radius point bears N  $82^{\circ}23'05''$  E;

THENCE SOUTHEASTERLY, along said curve to the left and along the West line of the proposed extension of Dallas North Tollway, an arc distance of 35.61 feet to a point for corner, said point being on curve to the left having a central angle of  $07^{\circ}53'00''$ , a radius of 959.93 feet and the radius point bears N  $88^{\circ}36'49''$  E;

THENCE SOUTHEASTERLY, along said curve to the left and along the West line of the proposed extension of Dallas North Tollway, an arc distance of 132.08 feet to a point for corner;

THENCE S  $88^{\circ}41'19''$  W, leaving said curve to the left and leaving the West line of the proposed extension of Dallas North Tollway, a distance of 269.32 feet to a point for corner;

THENCE S  $01^{\circ}18'41''$  E, a distance of 104.78 feet to a point for corner;

THENCE S  $88^{\circ}41'19''$  W, a distance of 435.88 feet to the POINT OF BEGINNING and containing 310,224 square feet or 7.1218 acres of land, more or less.

SECTION 2. As provided in Planned Development District Article of the Comprehensive Zoning Ordinance, said property shall be improved in accordance with the development plans which are attached hereto and made a part hereof for all purposes.

SECTION 3. The following special conditions are placed on the above described property:

Stage II

1. Additional access road be developed into the site prior to final approval.
2. The applicant submit engineering plans for the structural support and drainage of the landscaped areas.
3. The applicant submit a complete sprinkler plan to the Landscape Department for their approval.
4. The applicant undertake a utility study and be responsible for the expansion of the wastewater system if necessary.
5. The applicant pay the pro-rata due on this property.
6. The applicant submit a letter of approval from the F.A.A. for the proposed height of the building (138).

SECTION 4. All paved areas, permanent drives, streets and drainage structure shall be constructed in accordance with standard Town of Addison specifications adopted for such purpose.

SECTION 5. 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 not to exceed the sum of Two Hundred Dollars (\$200.00) for each offense and that each day such violation shall continue to exist shall constitute a separate offense.

SECTION 6. 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.

SECTION 7. Whereas, the above described property requires that it be given the above zoning classification in order to permit its proper development and in order to protect the public interest, comfort and general welfare of the City and creates an urgency and an emergency for the preservation of the public health, safety and welfare and requires that this ordinance shall take effect immediately from and after its passage and publication of the caption as the law in such cases provides.

DULY PASSED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS, on this the 8<sup>th</sup> day of January, 1985.

Jay Redding  
MAYOR

ATTEST:

Jacque Kruse  
CITY SECRETARY

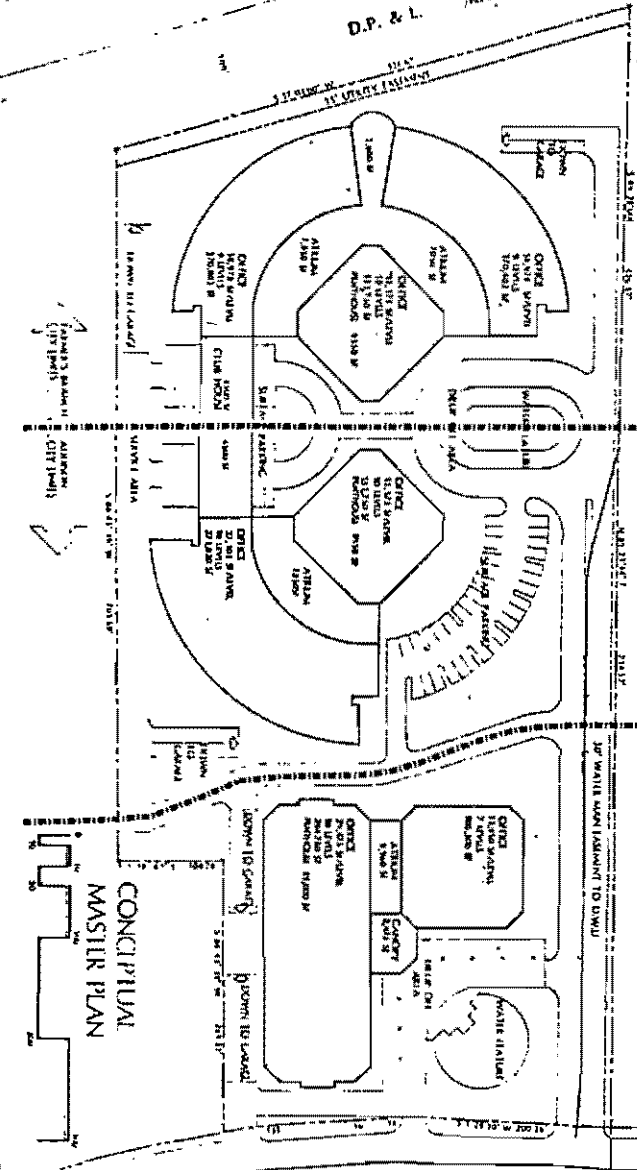
CASE # 884-Z

APPROVED AS TO FORM:

Mark G. Hill 1/31/85

\_\_\_\_\_  
\_\_\_\_\_

D.P. & L. R.O.W.



TOTAL  
LOT AREA 480,022 S. BDC. AREA 1,391,559 CS. F.A.R. 250 : 1

STAGE I	STAGE II	STAGE III
LOT AREA	171,022 SF	160,770 SF
BDC. AREA	573,404 CS	427,465 CS
PARKING REQ.	1,770 CARS	1,226 CARS
PARKING PROV.	634 CARS/LIVEL	207 CARS/LIVEL
	4 LIVEL B.C.P.	4 LIVEL B.C.P.
TOTAL	1,736 CARS	1,216 CARS
F.A.R.	204 : 1	264 : 1

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CONCIPIUM  
MASTER PLAN

S. B. DALLAS PARKWAY

N. B. DALLAS PARKWAY

QUORUM DRIVE

VERDE VALLEY LANE

JAVATEX / WELLINGTON PLAZA

Harwood K Smith & Partners

1111 Plaza of the Americas North  
Dallas, Texas 75201 214-748-5261

JAVATEX / WELLINGTON PLAZA

Harwood K Smith & Partners

1111 Plaza of the Americas North  
Dallas, Texas 75201 214-748-5261

085-001

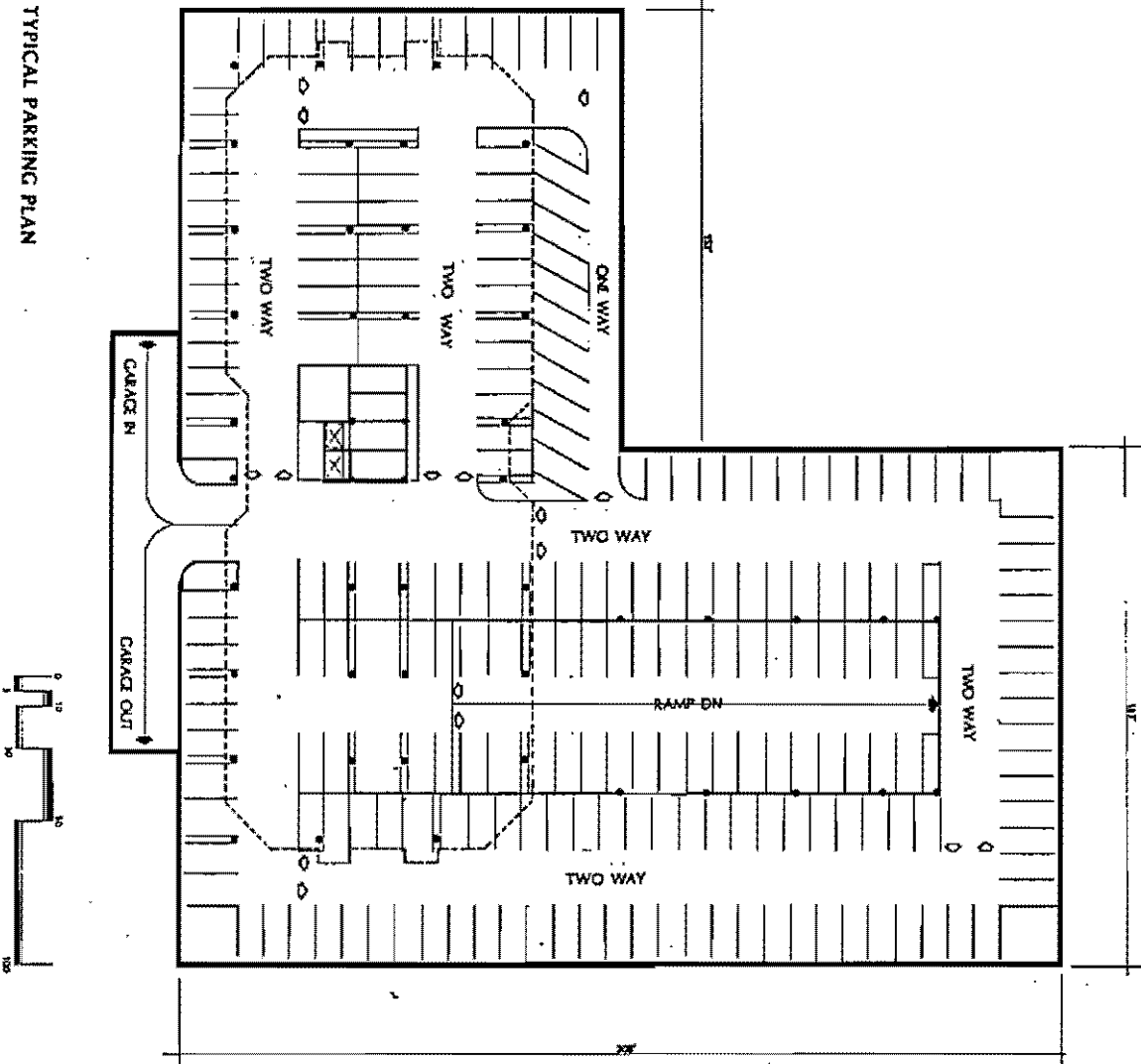
1

DATE	11/27/1984
BY	PHS 1896

2

DATE	11/27/1984
BY	PHS 1896

TYPICAL PARKING PLAN

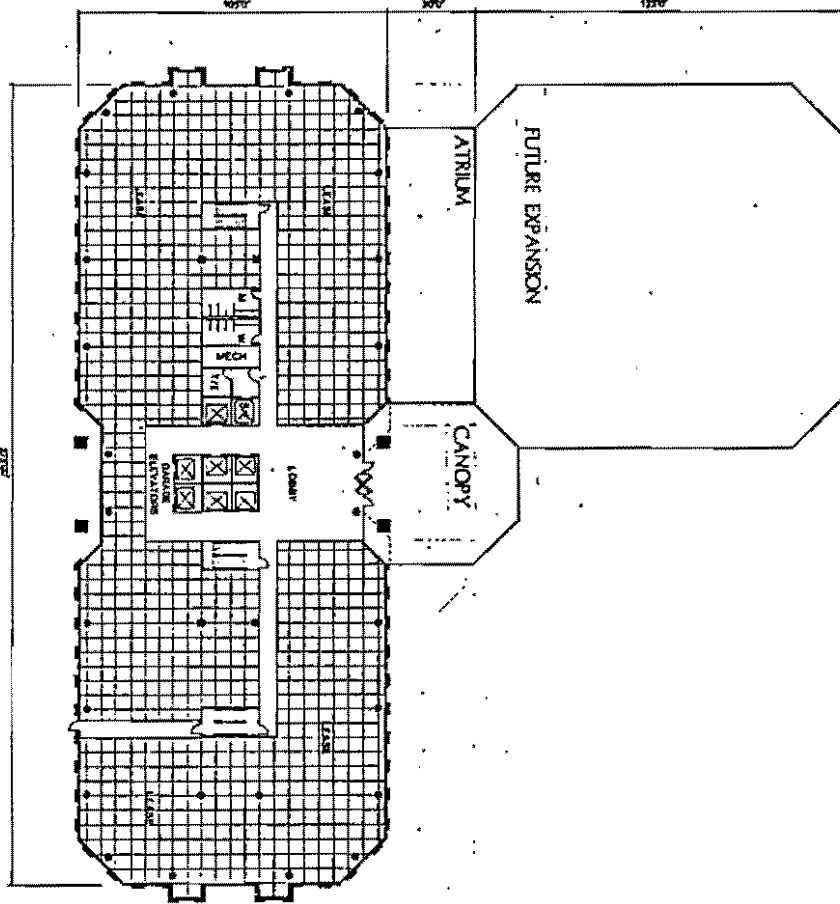


DATE	11/21/1984
BY	RCS
NO.	1076

085-001



GROUND FLOOR



JAVATEX / WELLINGTON PLAZA

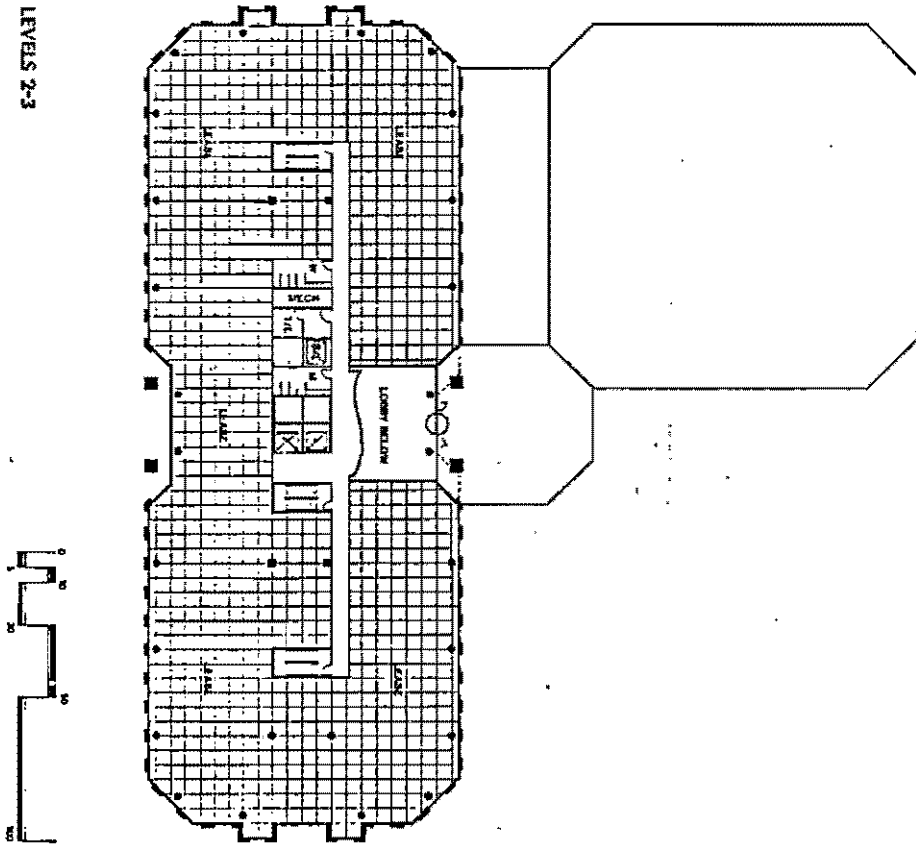
Harwood K Smith & Partners

1111 Plaza of the Americas North  
Dallas, Texas 75201 214 748-5261

085-001

4	TOTAL AREA	
	NET AREA	
	GLASS AREA	
	MECH. AREA	
	STAIR AREA	
	LOBBY AREA	
	SEMI AREA	
	LOBBY AREA	
	MECH. AREA	
	VLT AREA	
	OUTSIDE ELEVATORS	
	CANOPY AREA	
	STAIR AREA	

LEVELS 2-3



DATE	11/21/1984
BY	JAVATECH
PROJECT	JAVATECH / WELLINGTON PLAZA
SCALE	
REVISIONS	
NO.	
DATE	
BY	
REVISION	

JAVATECH / WELLINGTON PLAZA.

Harwood K Smith & Partners

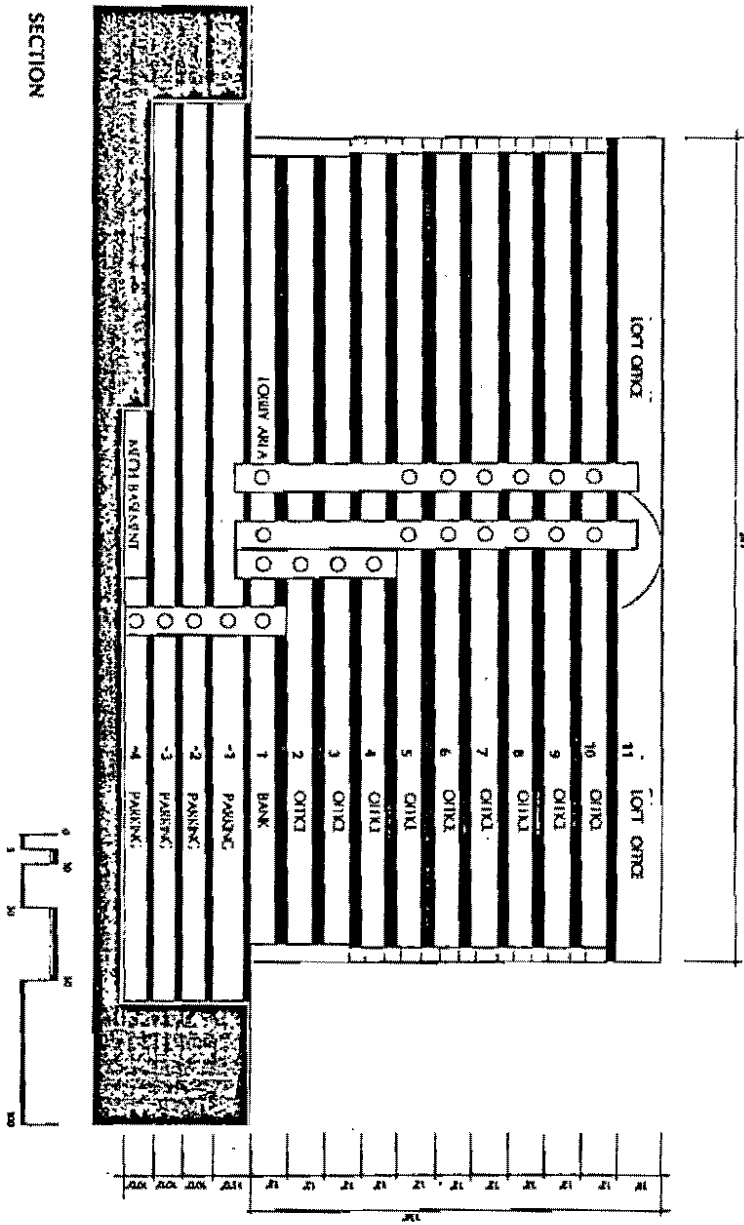
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Dallas, Texas 75201 214-748-5261

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Dallas, Texas 75201 214-748-5261

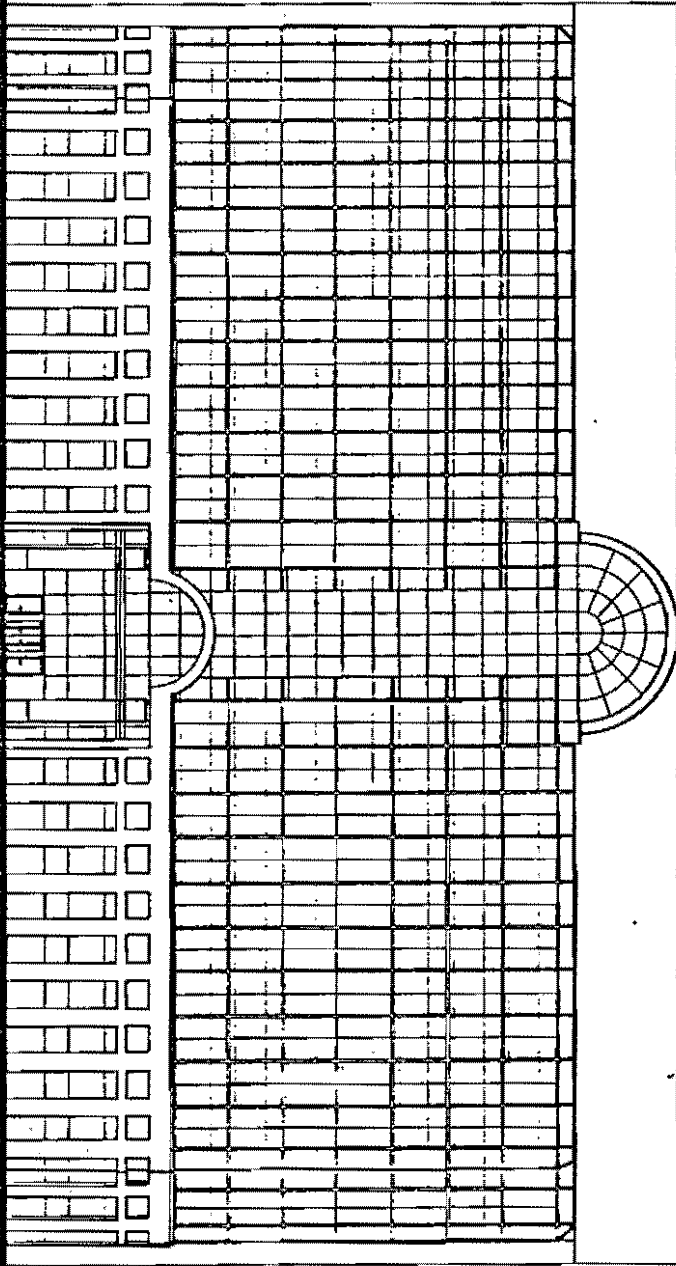
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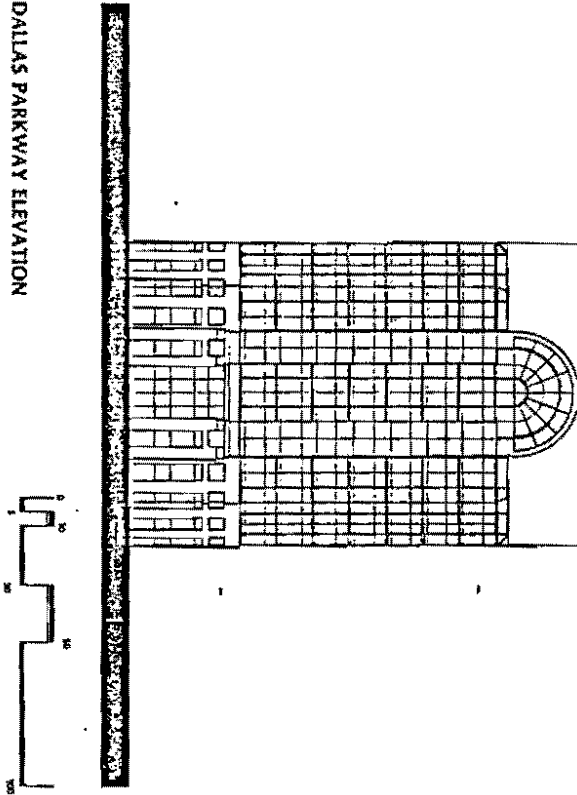
SECTION



ELEVATION



DALLAS PARKWAY ELEVATION



JAVATEX / WELLINGTON PLAZA

Harwood K Smith & Partners

1311 Plaza of the Americas North  
Dallas, Texas 75201 214 748-5261

085-001

Inwood/S. Quorum/Crescent  
Meeting with Steve Cole.

3-12-99

Steve would like to have their PD  
modified WRT access (across RR?)

Steve would like at least 2 cut-outs.  
Need about 200' from AC working  
tower to the south of sight distance

Kevin Hanes (in house legal/crescent)

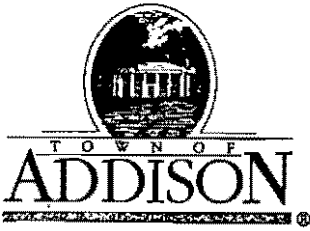
Get a copy of the PD for this site  
from Bell Shipp and send to  
Bob Buchanan

**Lakewood Concepts, Inc.**  
Real Estate Services

Steven R. Cole, CPM  
President

5917 Reiger Ave.  
Dallas, TX 75214  
Ph: 214-826-6341  
Fax: 214-826-6361





**PUBLIC WORKS DEPARTMENT**

(972) 450-2871

Post Office Box 9010 Addison, Texas 75001-9010

16801 Westgrove

March 12, 1999

Mr. Steve Cole  
Crescent Real Estate Equities, Ltd.  
3333 Lee Parkway, Suite 470  
Dallas, Texas 75219

Re: Inwood/S. Quorum Project Land Dedication

Dear Mr. Cole:

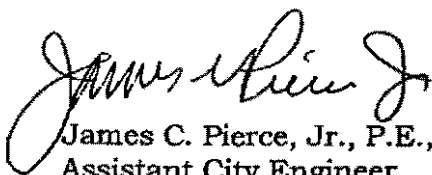
Attached are 2 copies of an Agreement and Right-of-Way Deed for the dedication of property for roadway construction for our Inwood/S. Quorum Project.

We would like to have the signed documents back on or before April 2, 1999 so that the transaction can be put on the Council agenda for approval at their April 13, 1999 meeting.

Please give me a call at 972-450-2879 if I can be of assistance.

Very truly yours,

Town of Addison



James C. Pierce, Jr., P.E., DEE  
Assistant City Engineer

cc: John Baumgartner, Director of Public Works

Enclosures

Name Company Telephone

Jim Pierce Town of Addison 972-2150-2879

Jeanne Hooker TU Electric / Lone Star EGAS (972) 888-1302

BRENT STEWARD WASHINGTON CENTRE 972-991-0990

John Baumgartner Town of Addison 972-450-2871

Mary Hutchison Ewing Enterprises 972-612-6120

MARK J. SMALL MJS RESOURCES, INC. (972) 644-8010

DAVE CURRAN FULTS REALTY (214) 871-6607

Rich Elam Fults Realty Corp. (972) 233-3216

FRANK BOBB CRESCENT R.E. 214/559-0309

STEVE COLE CRESCENT R.E. 214-826-6341

Fin Ewing Ewing (972) 867-5222

Frank Bobb → Blackard Industries

972-930-0100

Crescent

3-9-79

Alan Reedman / Ft. Worth

(m) 817-321-2100

→ from Secretary as a  
result of calling for  
Frank Babb -

In the meantime, I  
talked to Steve Cole, and  
he advised he would handle  
the matter.

J.P.

Ken Pearson

# COWLES & THOMPSON

A Professional Corporation  
ATTORNEYS AND COUNSELORS



ROBERT G. BUCHANAN, JR.  
214.672.2139  
BBUCHANAN@COWLESTHOMPSON.COM

February 26 1999

Mr. Jim Pierce  
Town of Addison  
P. O. Box 9010  
Addison, Texas 75001-9010

Re: South Quorum Road Project/Crescent Real Estate Equities/TU Electric

Dear Jim:

Enclosed please find drafts of an Agreement and a Right-of-Way Deed concerning the proposed dedication by Crescent Real Estate Equities Limited Partnership and TU Electric.

Please call should you have any comments or questions.

Sincerely,

Robert G. Buchanan, Jr.

RGB:wn  
Enclosures

*2 copies given to  
John for Ron*

EXHIBIT "A"

COUNTY : DALLAS  
ROADWAY : SOUTH QUORUM/INWOOD CONNECTION  
PARCEL : 4

PARCEL 4

BEING A 0.6773 ACRE TRACT OF LAND SITUATED IN THE CITY OF FARMERS BRANCH, DALLAS COUNTY, TEXAS, IN THE JOSIAH PANCOAST SURVEY, ABSTRACT NO. 1146, AND BEING PART OF LOT 1 AND LOT 2, BLOCK 1 OF ANDERSON & WHITE ADDITION, AN ADDITION TO THE CITY OF FARMERS BRANCH, DALLAS COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 953, PAGE 895, PLAT RECORDS OF DALLAS COUNTY, TEXAS, AND BEING PART OF A TRACT OF LAND CONVEYED TO CRESCENT REAL ESTATE EQUITIES LIMITED PARTNERSHIP ACCORDING TO THE DEED RECORDED IN VOLUME 97092, PAGE 02797, DEED RECORDS OF DALLAS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD LYING AT THE SOUTHWEST CORNER OF BLOCK 3, QUORUM ADDITION, AN ADDITION TO THE TOWN OF ADDISON, DALLAS COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 79100, PAGE 1895, DEED RECORDS OF DALLAS COUNTY, TEXAS, AND BEING THE SOUTHEAST CORNER OF BLOCK 3, QUORUM WEST ADDITION, AN ADDITION TO THE TOWN OF ADDISON, DALLAS COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME B1005, PAGE 1454, DEED RECORDS OF DALLAS COUNTY, TEXAS, SAID POINT LYING AT THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 07 DEGREES 26 MINUTES 37 SECONDS, A RADIUS OF 758.0 FEET, A CHORD BEARING OF SOUTH 20 DEGREES 44 MINUTES 53 SECONDS EAST AND A CHORD LENGTH OF 98.41 FEET;

THENCE ALONG SAID CURVE TO THE RIGHT AN ARC DISTANCE OF 98.48 FEET TO A POINT FOR CORNER;

THENCE SOUTH 17 DEGREES 01 MINUTES 34 SECONDS EAST A DISTANCE OF 237.60 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 29 DEGREES 18 MINUTES 29 SECONDS, A RADIUS OF 260.0 FEET, A CHORD BEARING OF SOUTH 02 DEGREES 22 MINUTES 19 SECONDS EAST AND A CHORD LENGTH OF 131.55 FEET;


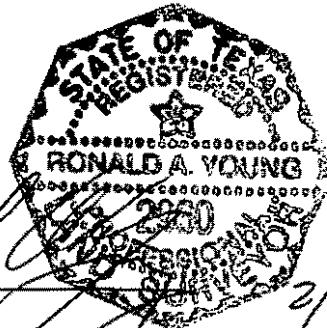
THENCE ALONG SAID CURVE TO THE RIGHT AN ARC DISTANCE OF 133.0 FEET TO A POINT FOR CORNER, SAID POINT BEING A POINT OF REVERSE CURVE AND LYING AT THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 12 DEGREES 31 MINUTES 06 SECONDS, A RADIUS OF 240.0 FEET, A CHORD BEARING OF SOUTH 06 DEGREES 01 MINUTES 22 SECONDS WEST AND A CHORD LENGTH OF 52.33 FEET;

THENCE ALONG SAID CURVE TO THE LEFT AN ARC DISTANCE OF 52.44 FEET TO A POINT FOR CORNER LYING IN THE NORTH LINE OF LOT 4, BLOCK 1 OF WELLINGTON SQUARE, AN ADDITION TO THE CITY OF FARMERS BRANCH, DALLAS COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 79206, PAGE 0350, DEED RECORDS OF DALLAS COUNTY, TEXAS;

THENCE ALONG THE NORTH LINE OF SAID LOT 4, BLOCK 1 OF WELLINGTON SQUARE, SOUTH 88 DEGREES 41 MINUTES 19 SECONDS WEST A DISTANCE OF 10.63 FEET TO A POINT FOR CORNER LYING IN THE NORTHEAST LINE OF A 100 FOOT D. P. & L. CO. RIGHT-OF-WAY ACCORDING TO THE DEED RECORDED IN VOLUME 4617, PAGE 375, DEED RECORDS OF DALLAS COUNTY, TEXAS;

THENCE ALONG THE NORTHEAST LINE OF THE PREVIOUSLY MENTIONED 100 FOOT D. P. & L. CO. RIGHT-OF-WAY, NORTH 17 DEGREES 01 MINUTES 34 SECONDS A DISTANCE OF 526.59 FEET (ALSO CALLED NORTH 17 DEGREES 01 MINUTES 00 SECONDS WEST A DISTANCE OF 526.67 FEET) TO A 1/2" IRON ROD LYING IN THE SOUTH LINE OF BLOCK 3, QUORUM WEST ADDITION AS PREVIOUSLY DESCRIBED;

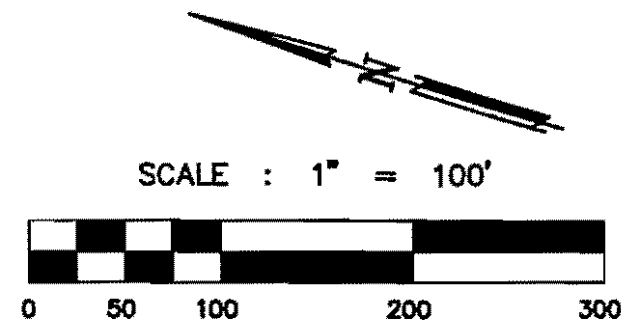
THENCE ALONG THE SOUTH LINE OF SAID BLOCK 3, QUORUM WEST ADDITION SOUTH 89 DEGREES 27 MINUTES 36 SECONDS EAST (ALSO CALLED SOUTH 89 DEGREES 28 MINUTES 00 SECONDS EAST) A DISTANCE OF 60.43 FEET TO THE POINT OF BEGINNING AND CONTAINING APPROXIMATELY 29,501.15 SQUARE FEET OR 0.6773 ACRES OF LAND.

  
  
2/10/99

RONALD A. YOUNG  
REGISTERED PROFESSIONAL LAND SURVEYOR  
TEXAS REG. NO. 2960

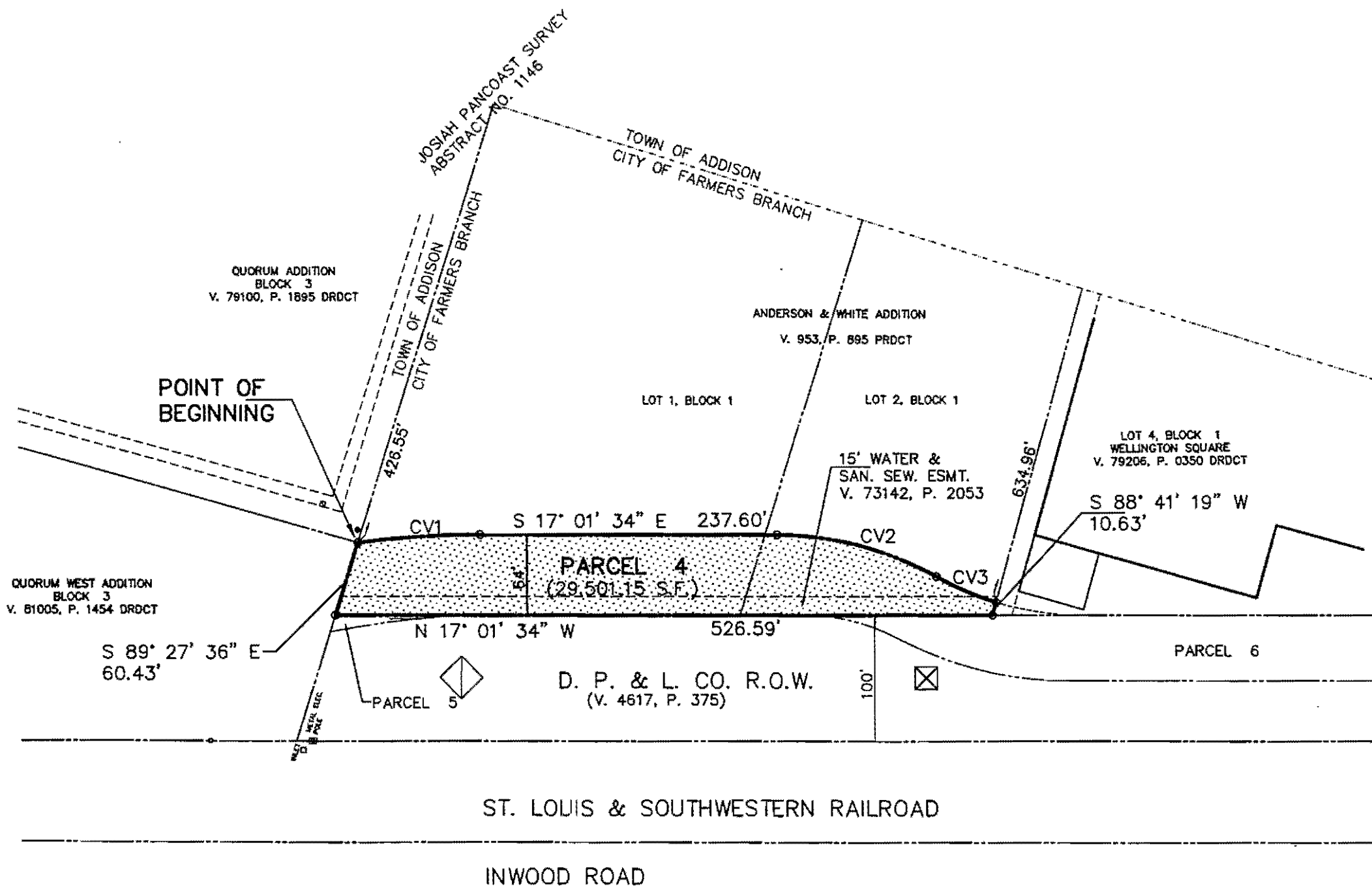
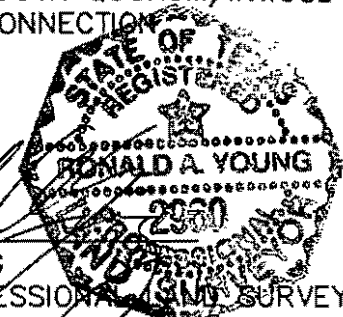
CURVE TABLE

CV NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD LENGTH
1	07° 26' 37"	758.0'	98.48'	S 20° 44' 53" E	98.41'
2	29° 18' 29"	260.0'	133.0'	S 02° 22' 19" E	131.55'
3	12° 31' 06"	240.0'	52.44'	S 06° 01' 22" W	52.33'



COUNTY : DALLAS  
 ROADWAY : SOUTH QUORUM/INWOOD CONNECTION  
 PARCEL : 4

*Ronald A. Young*  
 RONALD A. YOUNG  
 REGISTERED PROFESSIONAL SURVEYOR  
 TEXAS REG. NO. 2960  
 2/10/99





# LETTER OF TRANSMITTAL

## PARSONS TRANSPORTATION GROUP

BARTON-ASCHMAN ASSOCIATES, INC.

5485 Belt Line Road, Suite 199

Dallas, Texas 75240-7655

Telephone #: (972) 991-1900 Fax #: (972) 490-9261

Metro #: 263-9138

DATE: 1/28/99	JOB NO.
ATTENTION: <b>Mr. Jim Pierce, P.E.</b>	
RE:	
	South Quorum/Inwood Connection
	Right-of-Way Descriptions/Maps

TO: **Town of Addison**  
**16801 Westgrove Drive**  
**Addison, Texas (214) 450-2879**

WE ARE SENDING YOU :  Attached  Under separate cover:  
 Shop drawings  Prints  Plans  Samples  Specifications  
 Copy of letter  Change order  EA Reports and Schematics  Other

ITEM	COPIES	DATE	DESCRIPTION
1	2	01/27/99	Descriptions and Maps for Crescent Parcel 4
2	2		Descriptions and Maps for TU Electric Parcels 5 & 6
3			
4			
5			
6			

### THESE ARE TRANSMITTED AS CHECKED BELOW:

- For approval  Approved as submitted  Resubmit \_\_\_\_\_ copies for approval
- For your use  Approved as noted  Submit \_\_\_\_\_ copies for distribution
- As requested  Returned for corrections  Return \_\_\_\_\_ corrected prints
- Review/Comment  FOR SUBMITTAL TO TXDOT
- FOR BIDS DUE \_\_\_\_\_ 19\_\_\_\_  PRINTS RETURNED AFTER LOAN TO US

REMARKS : Please let me know if you have any amendments to these documents

COPY: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

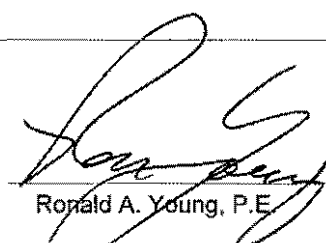
SIGNED:   
 Ronald A. Young, P.E.

EXHIBIT "A"

COUNTY : DALLAS  
ROADWAY : SOUTH QUORUM/INWOOD CONNECTION  
PARCEL : 4

PARCEL 4

BEING A 0.6773 ACRE TRACT OF LAND SITUATED IN THE CITY OF FARMERS BRANCH, DALLAS COUNTY, TEXAS, IN THE JOSIAH PANCOAST SURVEY, ABSTRACT NO. 1146, AND BEING PART OF LOT 1 AND LOT 2, BLOCK 1 OF ANDERSON & WHITE ADDITION, AN ADDITION TO THE CITY OF FARMERS BRANCH, DALLAS COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 953, PAGE 895, PLAT RECORDS OF DALLAS COUNTY, TEXAS, AND BEING PART OF A TRACT OF LAND CONVEYED TO CRESCENT REAL ESTATE EQUITIES LIMITED PARTNERSHIP ACCORDING TO THE DEED RECORDED IN VOLUME 97092, PAGE 02797, DEED RECORDS OF DALLAS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD LYING AT THE SOUTHWEST CORNER OF BLOCK 3, QUORUM ADDITION, AN ADDITION TO THE TOWN OF ADDISON, DALLAS COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 79100, PAGE 1895, DEED RECORDS OF DALLAS COUNTY, TEXAS, AND BEING THE SOUTHEAST CORNER OF BLOCK 3, QUORUM WEST ADDITION, AN ADDITION TO THE TOWN OF ADDISON, DALLAS COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 81005, PAGE 1454, DEED RECORDS OF DALLAS COUNTY, TEXAS, SAID POINT LYING AT THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 07 DEGREES 26 MINUTES 37 SECONDS, A RADIUS OF 758.0 FEET, A CHORD BEARING OF SOUTH 20 DEGREES 44 MINUTES 53 SECONDS EAST AND A CHORD LENGTH OF 98.41 FEET;

THENCE ALONG SAID CURVE TO THE RIGHT AN ARC DISTANCE OF 98.48 FEET TO A POINT FOR CORNER;

THENCE SOUTH 17 DEGREES 01 MINUTES 34 SECONDS EAST A DISTANCE OF 237.60 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 29 DEGREES 18 MINUTES 29 SECONDS, A RADIUS OF 260.0 FEET, A CHORD BEARING OF SOUTH 02 DEGREES 22 MINUTES 19 SECONDS EAST AND A CHORD LENGTH OF 131.55 FEET;

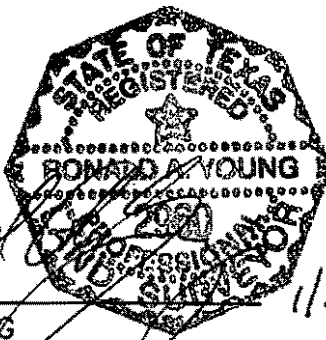
THENCE ALONG SAID CURVE TO THE RIGHT AN ARC DISTANCE OF 133.0 FEET TO A POINT FOR CORNER, SAID POINT BEING A POINT OF REVERSE CURVE AND LYING AT THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 12 DEGREES 31 MINUTES 06 SECONDS, A RADIUS OF 240.0 FEET, A CHORD BEARING OF SOUTH 06 DEGREES 01 MINUTES 22 SECONDS WEST AND A CHORD LENGTH OF 52.33 FEET;

THENCE ALONG SAID CURVE TO THE LEFT AN ARC DISTANCE OF 52.44 FEET TO A POINT FOR CORNER LYING IN THE NORTH LINE OF LOT 4, BLOCK 1 OF WELLINGTON SQUARE, AN ADDITION TO THE CITY OF FARMERS BRANCH, DALLAS COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 79206, PAGE 0350, DEED RECORDS OF DALLAS COUNTY, TEXAS;

THENCE ALONG THE NORTH LINE OF SAID LOT 4, BLOCK 1 OF WELLINGTON SQUARE, SOUTH 88 DEGREES 41 MINUTES 19 SECONDS WEST A DISTANCE OF 10.63 FEET TO A POINT FOR CORNER LYING IN THE NORTHEAST LINE OF A 100 FOOT D. P. & L. CO. RIGHT-OF-WAY ACCORDING TO THE DEED RECORDED IN VOLUME 4633, PAGE 308, DEED RECORDS OF DALLAS COUNTY, TEXAS;

THENCE ALONG THE NORTHEAST LINE OF THE PREVIOUSLY MENTIONED 100 FOOT D. P. & L. CO. RIGHT-OF-WAY, NORTH 17 DEGREES 01 MINUTES 34 SECONDS A DISTANCE OF 526.59 FEET (ALSO CALLED NORTH 17 DEGREES 01 MINUTES 00 SECONDS WEST A DISTANCE OF 526.67 FEET) TO A 1/2" IRON ROD LYING IN THE SOUTH LINE OF BLOCK 3, QUORUM WEST ADDITION AS PREVIOUSLY DESCRIBED;

THENCE ALONG THE SOUTH LINE OF SAID BLOCK 3, QUORUM WEST ADDITION SOUTH 89 DEGREES 27 MINUTES 36 SECONDS EAST (ALSO CALLED SOUTH 89 DEGREES 28 MINUTES 00 SECONDS EAST) A DISTANCE OF 60.43 FEET TO THE POINT OF BEGINNING AND CONTAINING APPROXIMATELY 29,501.15 SQUARE FEET OR 0.6773 ACRES OF LAND.

  
1/27/99

RONALD A. YOUNG  
REGISTERED PROFESSIONAL LAND SURVEYOR  
TEXAS REG. NO. 2960

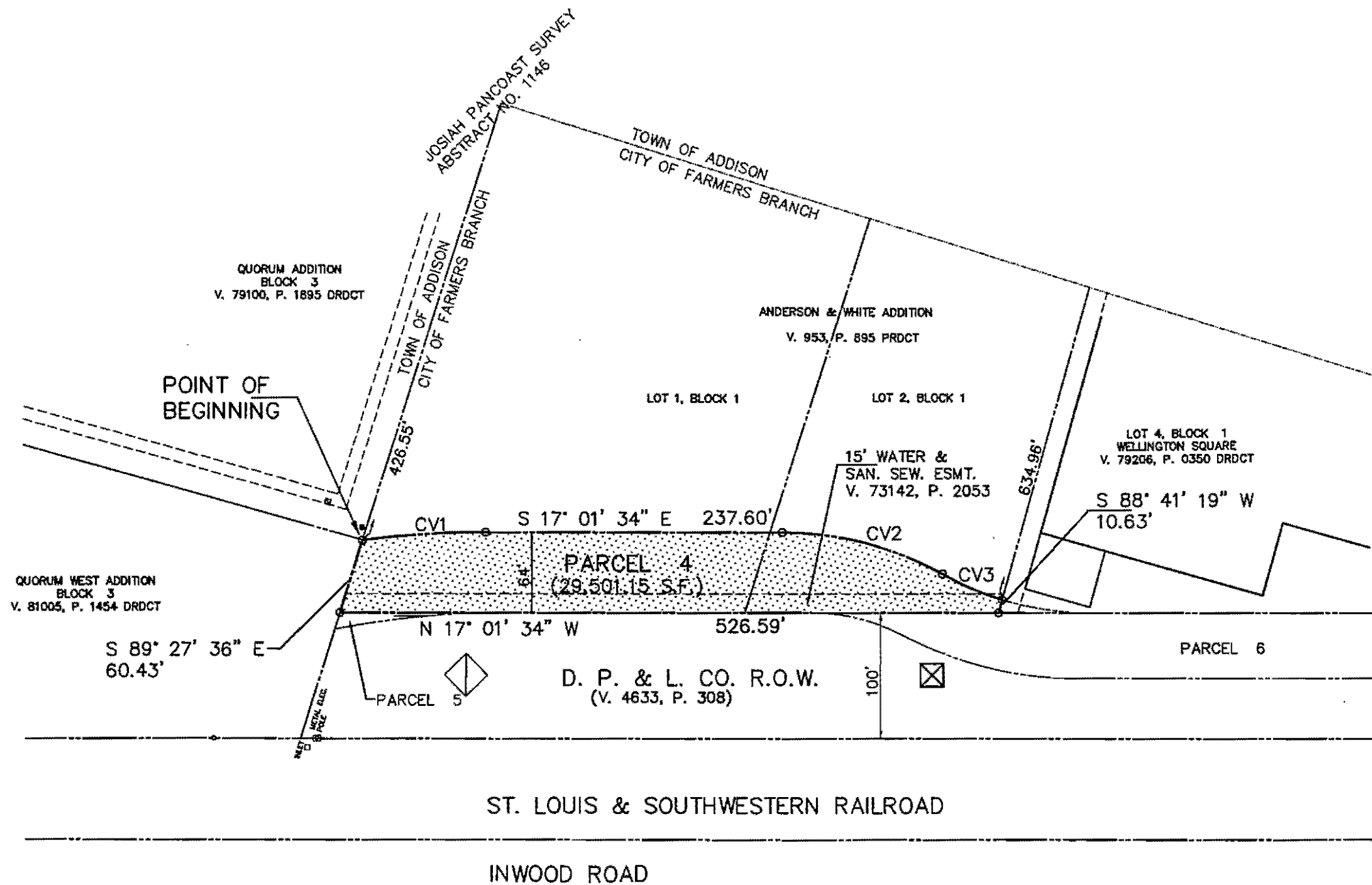
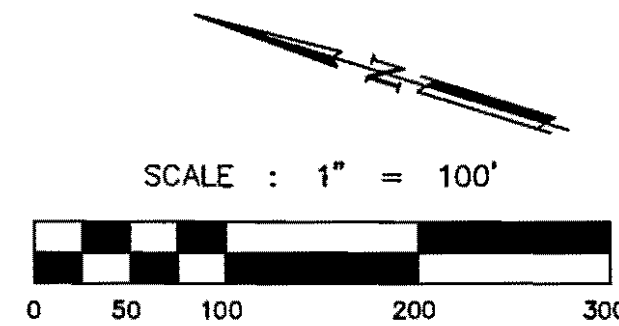


COUNTY : DALLAS  
 ROADWAY : SOUTH QUORUM/INWOOD CONNECTION  
 PARCEL : 4

*Ronald A. Young*  
 RONALD A. YOUNG  
 REGISTERED PROFESSIONAL SURVEYOR  
 TEXAS REG. NO. 2960  
 1/21/99



CV NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD LENGTH
1	07° 26' 37"	758.0'	98.48'	S 20° 44' 53" E	98.41'
2	29° 18' 29"	260.0'	133.0'	S 02° 22' 19" E	131.55'
3	12° 31' 06"	240.0'	52.44'	S 06° 01' 22" W	52.33'



# Dallas Central Appraisal District

## Commercial Property

Account Number: 24003500010020300

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### PROPERTY LOCATION DATA

**Property Name:**  
**Street Address:** 14500 DALLAS PKWY  
**Mapco:** 14-H  
**Market Area:**



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### VALUATION DATA

<b>Tax Year:</b> '98 Certified	<b>Tax Agent:</b> 825 - STRAUS & COMPANY
<b>Total Improvement Value:</b>	\$0.00
<b>Total Land Value:</b>	\$1,375,450.00
<b>98 Certified Total Market Value</b>	<b>\$1,375,450.00</b>

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### OWNERSHIP DATA

**Owner Name:** CRESCENT REAL ESTATE  
**Address:** 777 MAIN ST STE 2100  
**City:** FORT WORTH **State:** TX **Zip:** 761025325

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### LEGAL DESCRIPTION

**Legal Line 1:** ANDERSON & WHITE  
**Legal Line 2:** BLK 1 LT 2.3 ACS 3.947  
**Legal Line 3:**  
**Legal Line 4:** VOL97092/2797 DD042197 CO-DALLAS  
**Legal Line 5:** 0035000100203 12400350001 **Deed Transfer Date:** 19970512

---

### MAIN IMPROVEMENT DATA

**SPTB Code:** C12  
**Building Class** 0  
**Year Built** 0  
**Number of Units** 0  
**Number of Stories** 0  
**Number of Buildings** 0  
**Foundation Area** 0

## LAND DATA

<b>Zoning:</b>	<b>Dimensions:</b>	<b>Total Land Value:</b>
LI	171,931 Sq. Ft.	\$1,375,450.00

## VALUATION METHODS

<b>Cost Approach:</b>	<b>Depreciation:</b>
<b>Building Area</b>	0 <b>Physical</b> 0.00%
<b>Total Area for Account</b>	0 <b>Functional</b> 0.00%
<b>Additional Features:</b>	<b>Economic</b> 0.00%
<b>Heat A/C</b>	0 <b>Total Depreciation</b> 0.00%
<b>Escalators</b>	0 <b>Percent Good</b> 100.00%
<b>Elevators</b>	0
<b>Sprinklers</b>	0
<b>Features</b>	0
<b>Total Value of Additional Features</b>	0
<b>Additional Improvement Value</b>	
<b>Total Improvement Value</b>	\$0.00
<b>Total Land Value</b>	\$1,375,450.00
<b>Total Market Value by Cost Approach</b>	\$1,375,450.00
<b>Income Approach</b>	
<b>Net Leasable Area</b>	0
<b>Total Area</b>	0
<b>Total Land Value</b>	\$1,375,450.00
<b>Total Improvement Value</b>	\$0.00
<b>Total Market Value by Income Approach</b>	\$0.00

## TAXING JURISDICTIONS

**City:** City Of Farmers Branch  
**County:** Dallas County  
**College:** Dallas Co. Community College  
**Hospital:** Parkland Hospital  
**School:** Dallas ISD  
**Special District:**

**SPTB Code:** C12  
**Building Class** 0  
**Year Built** 0  
**Number of Units** 0  
**Number of Stories** 0  
**Number of Buildings** 0  
**Foundation Area** 0

---

## LAND DATA

<b>Zoning:</b>	<b>Dimensions:</b>	<b>Total Land Value:</b>
LI	171,931 Sq. Ft.	\$1,375,450.00

---

## VALUATION METHODS

<b>Cost Approach:</b>	<b>Depreciation:</b>	
Building Area	0	<b>Physical</b> 0.00%
Total Area for Account	0	<b>Functional</b> 0.00%
<b>Additional Features:</b>		<b>Economic</b> 0.00%
Heat A/C	0	<b>Total Depreciation</b> 0.00%
Escalators	0	<b>Percent Good</b> 100.00%
Elevators	0	
Sprinklers	0	
Features	0	
Total Value of Additional Features	0	
<b>Additional Improvement Value</b>		
Total Improvement Value		\$0.00
Total Land Value		\$1,375,450.00
Total Market Value by Cost Approach		\$1,375,450.00
<b>Income Approach</b>		
Net Leasable Area		0
Total Area		0
Total Land Value		\$1,375,450.00
Total Improvement Value		\$0.00
Total Market Value by Income Approach		\$0.00

---

## TAXING JURISDICTIONS

**City:** City Of Farmers Branch  
**County:** Dallas County  
**College:** Dallas Co. Community College  
**Hospital:** Parkland Hospital  
**School:** Dallas ISD  
**Special District:**

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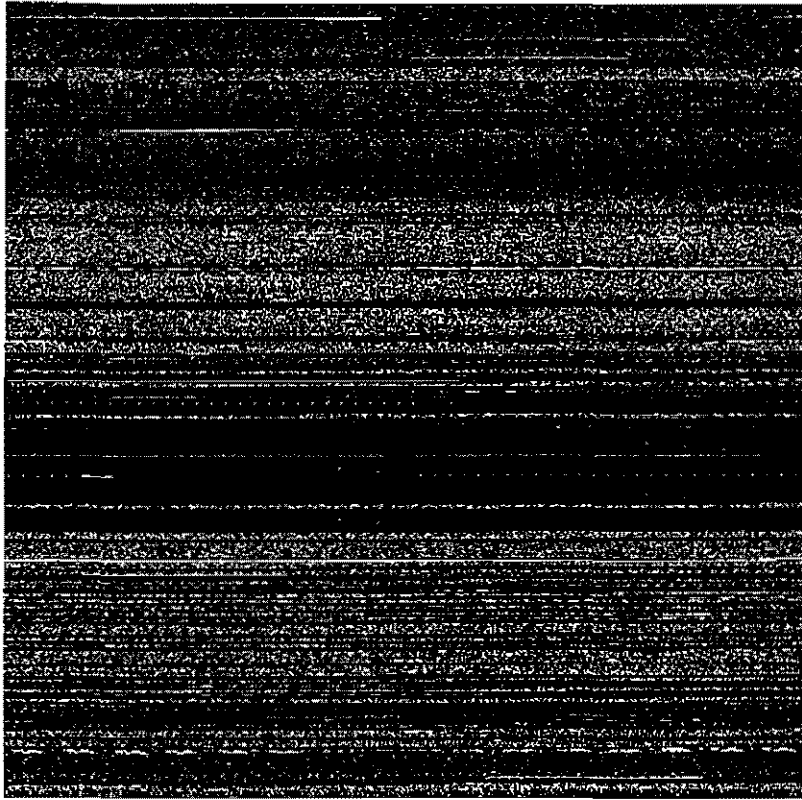
## EXEMPTION DATA

Taxing Jurisdiction	General Homestead	Over 65	Disabled Person	Disabled Vet	Taxable Value
City	\$0.00	\$0.00	\$0.00	\$0.00	\$1,375,450.00
County	\$0.00	\$0.00	\$0.00	\$0.00	\$1,375,450.00
College	\$0.00	\$0.00	\$0.00	\$0.00	\$1,375,450.00
Hospital	\$0.00	\$0.00	\$0.00	\$0.00	\$1,375,450.00
School	\$0.00	\$0.00	\$0.00	\$0.00	\$1,375,450.00
Special District 1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Totally Exempt:</b>					
<b>Over 55</b>					
<b>Surviving Spouse:</b>					

## PROPERTY HISTORY

Market Values	1998	1997	1996	1995	1994
Improvement	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Land	\$1,375,450.00	\$773,690.00	\$773,690.00	\$773,690.00	\$773,690.00
Market	\$1,375,450.00	\$773,690.00	\$773,690.00	\$773,690.00	\$773,690.00
Cap-Hmstd	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Spec. Asmt.	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Taxable Values	1998	1997	1996	1995	1994
County Taxable	\$1,375,450.00	\$773,690.00	\$773,690.00	\$773,690.00	\$773,690.00
City Taxable	\$1,375,450.00	\$773,690.00	\$773,690.00	\$773,690.00	\$773,690.00
School Taxable	\$1,375,450.00	\$773,690.00	\$773,690.00	\$773,690.00	\$773,690.00
Spec Dist - Taxable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Hosp - Taxable	\$1,375,450.00	\$773,690.00	\$773,690.00	\$773,690.00	\$773,690.00
College - Taxable	\$1,375,450.00	\$773,690.00	\$773,690.00	\$773,690.00	\$773,690.00

## SKETCH



DCAD number.. 24 003500010020300  
 Sub-division..... ANDERSON & WHITE Blk Lot BLK  
 Legal address..... 14500 DALLAS PARKWAY Address key.....( N )  
 (N= no, Blank= yes)  
 \*--BNAME OR LAST, FIRST & INITIAL--\*  
 Business..... CRESCENT REAL ESTATE \*\*CODE\*\* J= junior  
 Individual..... S= senior  
 E= estate  
 Address..... 777 MAIN ST STE 2100 T= trustee  
 EQUITIES LTD PS I, II, III= 1st, 2nd, 3rd  
 FORT WORTH TX 76102  
 Mortgage no..... 000 Zone... C ROW TYPE-- (Blank, M, R, E)  
 Assessment..... 1,375,450 Taxes.. \$6051.98 Current taxes.. PAID  
 Over 65.....( ) (Y=YES, BLANK=NO) Prior yrs unpaid-( 00 )  
 Disabled-vet.....( 0 ) (1= \$1500 2= \$2000 3= \$2500 4= \$3000 0= Default no)  
 Home stead.....( ) (Y=yes, Blank=no)  
 Disabled person..( ) (Y=yes, Blank=no)  
 Totaly exempt....( ) (Y=yes, Blank=no)  
 Delete flag.....( ) (D=yes, Blank=no)

Press CMD7 KEY for detail accounts receivable(current & prior yrs.)

PRESS ENTER KEY FOR NEW SEARCH, CMD1 TO END THE JOB.