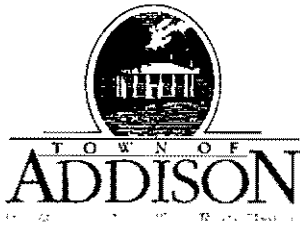


Addison Road/Bent Tree Plaza Parkway
Signal & Paving Improvements - ~~PHASE 1~~

Atrium con Berr Tree Plaza
Manager Fultz management - Betsy McCann
930-9929

CASCADE
CASCADE
CASCADE



PUBLIC WORKS DEPARTMENT

Post Office Box 144 Addison, Texas 75001

(972) 450-2871

16801 Westgrove

May 21, 1997

Mr. D. Woodward Glenn
Glenn & Webb, L.L.P.
2301 Cedar Springs
Dallas, Texas 75201-7802

Re: Northern Trust Bank of Texas Right-of-Way Acquisition

Dear Mr. Glenn:

Based on our meeting and your letter dated April 23, 1997, the Town of Addison would like to continue negotiations with the Northern Trust Bank of Texas ("Bank") regarding the right-of-way acquisition along Addison Road. This letter addresses the five general concerns and proposals presented in your letter.

1. The Town believes that the proposed purchase price of \$12.00 per square foot is excessive for the total right-of-way acquisition of 920 square feet. We do not believe that the acquisition would alter the current use of the property or disrupt the business operations. We were not able to identify a similar property that had been sold for that price. We would like to compromise on a price of \$9.00 per square foot assuming we can meet the additional conditions of your proposal. If this is not acceptable, please provide information supporting the price of \$12.00 per square foot.

2. The Town agrees to pay for all costs, fees and expenses incurred by the Bank in connection with the right-of-way acquisition. These costs would include, a new survey, relocating signage, curbs, sidewalks and landscaping. Legal fees incurred by the Bank as a result of the right-of-way acquisition will be paid for by the Town. We request that an estimate be provided to the Town summarizing the anticipated scope of services and related costs.

3. The Town assures that the right-of-way acquisition does not cause a violation of any existing zoning, set-back, drainage requirements, parking ratios or other rules or regulations imposed by the Town. The Town can not assure the Bank that possible future redevelopment of the site will not affect these regulations. Therefore, if the property is redeveloped, the new right-of-way line must be considered for zoning and other building and site requirements.

4. The Town has provided you a copy of the construction plan at our previous meeting which states that the construction work affecting access to the Bank property must be done after working hours. During the Bank's time of business, the contractor will maintain the current ingress and egress to the Bank.

In order to not affect the accessibility of the Bank's ATM machines when the Bank is closed and the contractor has temporarily removed access from Addison Road, signs will be provided indicating that access is available through the Dallas Parkway entrance.

5. The Town of Addison Thoroughfare Plan for Addison Road states that ultimate traffic volumes will require that the road be constructed to a 4 lane divided roadway with a 84 foot right-of-way. Based on the existing right-of-way, 12 additional feet would be required from the Bank property. There is no schedule for these improvements to take place. Increased traffic volumes will determine the necessary time to acquire any additional right-of-way. The Town can not guarantee the conditions of the construction or right-of-way acquisition for the 4 lane divided roadway at this time. The current negotiations are totally independent of the future widening of Addison Road.

We hope that we have addressed the concerns raised on your previous letter. If you would like to arrange another time to meet to discuss the conditions of the right-of-way acquisition, please feel free to call me at (972) 450-2860.

Sincerely,

A handwritten signature in cursive script, appearing to read "Jeff Markiewicz".

Jeff Markiewicz
Project Manager

JUL 23 1998 2:28PM

COWLES & THOMPSON 214 672 2020

NO. 0309 P. 1

COWLES & THOMPSON

A Professional Corporation

Attorneys at Law
901 Main Street, Suite 4000
Dallas, TX 75202-3793

Telephone (214) 672-2000

Fax (214) 672-2020

FACSIMILE COVER PAGE

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 this 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.

Date: 7/23/98 Time: _____

Total Number of Pages (including this sheet): 7

Normal/Rush: _____

Client/Matter #: 3195/25211

TO: (1) Jeff Frankiewicz FAX: 972-452-2837
(2) _____ FAX: _____
(3) _____ FAX: _____

FROM: Bob Buchanan 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.

JUL. 23. 1998 2:29PM

COWLES & THOMPSON 214 672 2020

NO. 0309 P. 2

COWLES & THOMPSON

A PROFESSIONAL CORPORATION

ATTORNEYS AT LAW

801 MAIN STREET, SUITE 1900
DALLAS, TEXAS 75201-3703

TELEPHONE (214) 672-2000

FAX (214) 672-2000

FAX (214) 672-2020

CHARLES SOBELL
(1926 1082)

114 E. LOUISIANA ST., SUITE 900
MCKINNEY, TEXAS 75069-0047
TELEPHONE (972) 942-8099

100 W. ADAMS AVE., SUITE 321
P.O. BOX 703
TEMPLE, TEXAS 76701-0703
TELEPHONE (817) 771-2000

ONE AMERICAN CENTER, SUITE 111
900 C.E. LOOP 324
TYLER, TEXAS 75701-1898
TELEPHONE (936) 681-8398

ROBERT G. BUCHANAN, JR.
(214) 672-2133

July 23, 1998

VIA TELECOPY

Mr. Jeff Markiewicz
Town of Addison
P. O. Box 9010
Addison, TX 75001-9010

Re: Right-of-Way Acquisition from Northern Trust Bank

Dear Jeff:

At long last we have comments from D. Woodard Glenn's office to the Contract of Sale for acquisition of the right-of-way along Addison Road.

Enclosed please find a copy of the cover letter from an attorney in his office, Ms. Mary G. Noble, along with a copy of the Contract reflecting her proposed revisions.

After you have reviewed the same, please call so we can discuss them in detail.

Sincerely,



Robert G. Buchanan, Jr.

RGB:wg
Enclosures

D. WOODARD GLENN, P.C.

ATTORNEYS AND COUNSELORS
A PROFESSIONAL CORPORATION

MARY G NOBLE

2401 CEDAR SPRINGS * SUITE 500
DALLAS, TEXAS 75201-1471
(214) 871-4933
FAX (214) 871-7131
gwn@woodglenn.com

HATMAN & GRIFFIN
OF COUNSEL

July 21, 1998

HAND DELIVERED

Mr. Robert G. Buchanan, Jr.
Cowles & Thompson
901 Main Street, Suite 4000
Dallas, Texas 75202-3793

Re: Right-of-Way Acquisition by Town of Addison

Dear Mr. Buchanan:

Per our conversation this morning, enclosed please find revised documents relating to the Right-of-Way Acquisition from Northern Trust Bank of Texas, N.A.

Please note that references to Northern Trust have been changed to Northern Trust Bank of Texas, N.A. throughout the documents.

With regard to paragraph 10 of the Contract of Sale regarding access to drive thru teller lanes and ATM during construction, please be advised that of the following:

- a. There is no access to the remaining property from Dallas Parkway as stated in the draft and the Excel Parkway entrance would not afford a safe ingress and egress.
- b. The bank's business hours are 7:30 a.m. to 6:00 p.m. Monday thru Friday, and 9:00 a.m. to noon on Saturday. After hours work can only be performed 7:00 p.m. to 6:30 a.m. Monday thru Friday, and 1:00 p.m. Saturday to 6:30 a.m. Monday.
- c. Any restriction of access to the remaining property from Addison Road during normal business hours cannot occur under any circumstances. Restricting access to the remaining property from Addison Road during non-business hours will cause a loss of revenue from the 24 hour ATM transactions. The bank is accessing this cost now to establish an amount for reimbursement from the Town of Addison in the event restricted access occurs.

JUL. 23. 1998 2:29PM COWLES & THOMPSON 214 672 2020

NO. 0309-- P. 4

Mr. Robert G. Buchanan, Jr.
July 21, 1998
Page 2

As you previously requested, we are in the process of obtaining a Board of Director's Resolution authorizing the conveyance and sufficient documentation to identify the bank as successor in interest to Bent Tree National Bank. Information for Exhibit "D" is being compiled.

If you have any questions regarding this or other changes to the Contract of Sale and related documents, please do not hesitate to contact Woody Glenn or me.

Very truly yours,

D. WOODARD GLENN, P.C.

Mary G. (Meg) Noble

Mary G. (Meg) Noble

MGN:00017 MGN

cc: D. Woodard Glenn

JUL. 23. 1998 2:29PM

COWLES & THOMPSON 214 672 2020

N.H.

CONTRACT OF SALE

This Contract of Sale (this "Contract") is made and entered into by and between Northern Trust Bank of Texas, formerly known as Bent Tree National Bank ("Seller"), and the Town of Addison, Texas ("Buyer").

1. Agreement of Purchase and Sale. Seller hereby agrees to sell and convey that certain real property described in Exhibit "A" attached hereto (the "Property") to Buyer, and Buyer hereby agrees to purchase the Property from Seller. The purchase price of the Property is \$8,280.00 cash and shall be paid by Buyer at the closing.

containing 919.37 square feet of land

2. Seller's Representations and Warranties. Seller represents and warrants that it has the full right, power, and authority to sell and convey the Property as provided in this Contract and to carry out Seller's obligations hereunder, and all requisite action necessary to authorize Seller to enter into this Contract and to carry out its obligations hereunder has been, or by the closing will have been, taken.

3. Buyer's Representations and Warranties. Buyer represents and warrants that it has the full right, power, and authority to buy the Property as provided in this Contract and to carry out Buyer's obligations hereunder, and all requisite action necessary to authorize Buyer to enter into this Contract and to carry out its obligations hereunder has been, or by the closing will have been, taken. Buyer further represents and warrants that the sale of the Property will not cause Seller's remaining property (the "Remaining Property") and the existing development thereof, which is adjacent to the Property and more particularly described in Exhibit "B", to be in violation of any existing zoning, set-back, drainage requirements, parking ratios or other rules or regulations imposed by Buyer. Future development or redevelopment of the Remaining Property will be subject to compliance with then existing local ordinances.

4. Title Policy. Buyer intends to obtain a standard Texas owner's policy of title insurance (the "Title Policy") insuring title to the Property. Seller agrees to execute an affidavit as to debts, liens and possession, if requested by the title company. Seller shall not be required to bear any expense in connection with the Title Policy or any survey of the Property obtained by Buyer.

5. Closing. The closing shall take place simultaneously upon execution of this Contract.

6. Items to be Delivered at the Closing. Seller shall deliver to Buyer: (1) a right-of-way deed, in the form attached hereto as Exhibit "C", duly executed and acknowledged by Seller; (2) an affidavit, in form acceptable to Buyer, in compliance with Section 1445 of the Internal Revenue Code of 1986, as amended, and any regulations promulgated thereunder, stating under penalty of perjury the Seller's United States identification number and that Seller is not a "foreign person" as that term is defined in Section 1445; and (3) resolutions of Seller authorizing this transaction. Buyer shall deliver to Seller the Purchase Price.

7. Possession at Closing. Possession of the Property shall be delivered to Buyer by Seller at the closing.

including but not limited to repair or replacement costs for damage to trees, shrubs or other landscaping as a result of construction.

8. **Costs of Closing.** Buyer shall pay all recording fees, title company expenses and title insurance premiums. Buyer shall also reimburse Seller for all attorney's fees and expenses reasonably and necessarily incurred by Seller in connection with the sale of the Property.

Blank Check?

9. **Reimbursement of Buyer's Other Expenses.** Buyer shall reimburse Seller for all costs, fees and expenses reasonably and necessarily incurred by Seller in obtaining a current survey of the Remaining Property, relocating signage, curbs and sidewalks from the Property to the Remaining Property and the landscaping associated therewith. Seller shall provide such documentation of such expenses as Buyer may reasonably request. Buyer's obligation of reimbursement under this Section 9 shall not exceed the amounts set forth on Exhibit "D" attached hereto.

Need Limits

From remaining access to the ATM machine

10. **Right-of-Way Construction.** In the event any construction of the right-of-way shall prevent normal ingress and egress to and from the Remaining Property, such work shall be conducted only between the hours of 5:00 p.m. and 8:00 a.m. Monday through Friday, 5:00 p.m. and 8:00 a.m. Friday, and 12:00 p.m. Saturday and 8:00 a.m. Monday. At all times during which construction of the right-of-way prevents access to the ATM machines on the Remaining Property via Addison Road, Buyer shall cause signs to be posted advising Seller's customers of the availability of access to the ATM machines via the Dallas Parkway access road.

7:00 6:30

no fewer than 5 (5) signs in advance of restricted access to ATM machines with

In the event

Does not constitute a restriction on access to the ATM machine

11. **Future Widening of Addison Road.** Seller and Buyer agree that this Contract in no way concerns or addresses any additional widening of Addison Road, that may be sought by Buyer after the closing.

7:00 6:30

for whom Buyer agrees to pay Seller

12. **Governing Law.** This Contract is being executed and delivered, and is intended to be performed in the State of Texas and the laws of Texas govern the validity, construction, enforcement, and interpretation of this Contract, unless otherwise specified herein.

13. **Entirety and Amendments.** This Contract embodies the entire agreement between the parties and supercedes all prior agreements and understandings, if any, relating to the Property, and may be amended or supplemented only by an instrument in writing executed by the party against whom enforcement is sought.

14. **Parties Bound.** This Contract is binding upon and inures to the benefit of Seller and Buyer, and their respective successors, and assigns.

15. **Further Acts.** In addition to the acts and deeds recited in this Contract and contemplated to be performed, executed, and/or delivered by one party to the other, Seller and Buyer agree to perform, execute, and/or deliver or cause to be performed, executed, and/or delivered at the closing or after the closing any and all further acts, deeds, and assurances as are reasonably necessary to consummate the transactions contemplated hereby.

16. **Survival.** All warranties, representations, disclaimers and agreements contained herein shall survive the closing hereof.

17. **Time of the Essence.** Time is of the essence in the performance of all obligations and covenants of the parties described herein.

JUL. 23. 1998 2:30PM

COWLES & THOMPSON 214 672 2020

--NO. 0309 .P. 7

Dated Effective: _____, 1998

SELLER: N.A.

Northern Trust Bank, formerly known as
Bent Tree National Bank

By: _____
Name: _____
Title: _____

Dated Effective: _____, 1998

BUYER:

Town of Addison, Texas, a Texas
municipal corporation

By: _____
Name: _____
Title: _____

GLENN & WEBB, L.L.P.

ATTORNEYS AND COUNSELORS
A LIMITED LIABILITY PARTNERSHIP

2301 CEDAR SPRINGS * SECOND FLOOR
DALLAS, TEXAS 75201-7802

D. WOODARD GLENN

(214) 871-9333
FAX (214) 871-7131
gw@connect.net

NATHAN K. GRIFFIN
OF COUNSEL

April 23, 1997

Town of Addison
Public Works Department
P.O. Box 244
Addison, Texas 75001

*Addison / Excel
Int.*

Attn: David Nighswonger, P.E.
Assistant City Engineer

Re: Northern Trust Bank of Texas ("Bank") acquisition of approximately 920 square feet (the "Property") by the Town of Addison (the "Town") for a right-of-way in connection with certain Improvements (herein so called) at the intersection of Excel Parkway and Addison Road

Dear Mr. Nighswonger:

Please be advised that this firm is assisting the Bank with regard to the above-referenced matter. In such capacity, I have reviewed your letter to the Bank date December 5, 1996, and the various enclosures included therewith. In that regard, and on behalf of the Bank, this letter represents a preliminary response to the offer and proposals contained in your letter, and addresses various additional issues which, from the Bank's perspective, are critical to the resolution of this matter.

1. The Bank believes that the proposed purchased price of \$6.75 per square foot (assuming total right-of-way acquisition of 920 square feet) is inadequate. Based on the Bank's understanding of the current market conditions and the impact of the acquisition upon the remaining Bank property, the Bank would propose a purchase price of \$12.00 per square foot.

2. In addition to payment of an adequate purchase price, the Bank's agreement to sell the property will be contingent upon the agreement of the Town to pay all costs, fees and expenses incurred by the Bank in connection with the right-of-way acquisition. Such costs would include, without limitation, a new survey of the remaining Bank property after the taking of the right-of-way, any costs related to relocating signage, curbs, sidewalks, walkways or otherwise, any costs associated with repair/replacement of landscaping, grass or otherwise, any and all legal fees incurred by the Bank and any appraisal or related fees incurred as a result of the acquisition of the Property by the Town.

3. Further, the Bank's agreement to sell the Property will be contingent upon the receipt of written assurance from the Town that the acquisition of the right-of-way will cause no violation

COWLES & THOMPSON

A PROFESSIONAL CORPORATION

ATTORNEYS AT LAW

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

TELEPHONE (214) 672-2000

METRO (972) 263-0005

FAX (214) 672-2020

CHARLES SORRELLS
(1925-1962)

114 E. LOUISIANA ST., SUITE 200
McKINNEY, TEXAS 75069-4463
TELEPHONE (972) 542-6000

100 W. ADAMS AVE., SUITE 321
P.O. BOX 785
TEMPLE, TEXAS 76603-0785
TELEPHONE (254) 771-2600

ONE AMERICAN CENTER, SUITE 777
909 E.S.E. LOOP 323
TYLER, TEXAS 75701-9664
TELEPHONE (903) 581-5588

ROBERT G. BUCHANAN, JR.
(214) 672-2139

October 17, 1997

Mr. D. Woodard Glenn
Glenn & Webb, L.L.P.
2301 Cedar Springs, 2nd Floor
Dallas, Texas 75201-7802

Re: Right-of-Way Acquisition from Northern Trust Bank of Texas

Dear Woodard:

Enclosed please find proposed Exhibits "A" and "B" to the Contract of Sale.

Please let me have your comments to the form of the right-of-way deed and Exhibit "C" to the contract can be finalized. The information to prepare Exhibit "D" to the contract must come from your client.

The form of the Contract of Sale is acceptable to the Town. Please give me your comments to the same.

Please call should you have any questions. I look forward to hearing from you.

Sincerely,



Robert G. Buchanan, Jr.

RGB:tlk

Enclosures

cc: Mr. Jeff Markiewicz
(w/ encls.)

**FIELD NOTE DESCRIPTION
FOR A
RIGHT-OF-WAY
ACROSS THE PROPERTY OF
BENT TREE NATIONAL BANK**

Ron F. Jader

Being a parcel of land for right-of-way located in the Town of Addison, Texas and in the William Lomax Survey, Abstract No. 792, Dallas County, Texas and being over, under and across a 1.23 acre tract of land conveyed to Bent Tree National Bank. by deed now of record in Volume 85186, Page 5167 of the Deed Records of Dallas County, Texas, said right-of-way being more particularly described as follows:

BEGINNING at a point for a corner, said point being the northwest corner of said 1.23 acre tract, said point also being in the southwest corner of a tract of land conveyed to Triangle Pacific Addition by deed now of record in Volume 79129, Page 0012 of the Deed Records of Dallas County, Texas, said point also being in the east right-of-way of Addison Road (60 foot right-of-way), said point also being N 0°15'15" W, 28.78 feet, N 0°22'17" W, 93.95 feet from the intersection of the east line of said Addison Road and the north line of Excel Parkway, (80 foot right-of-way), said point also being S 89°37'43" W, 100.00 feet from an iron rod found in the north property line of said Bent Tree tract;

THENCE N 89°37'43" E, along the north line of said 1.23 acre tract and the south line of said Triangle Pacific Addition tract for a distance of 4.44 feet to a point for a corner;

THENCE S 3°16'50" E, a distance of 60.26 feet to a point for a corner;

THENCE S 0°22'17" E, a distance of 33.77 feet to a point for a corner;

THENCE S 0°15'15" E, a distance of 8.54 feet to a point for a corner, said point being the point of curvature of a curve to the left, said curve to the left having a central angle of 90°02'16", a radius of 20.00 feet, a tangent length of 20.01 feet and a chord bearing, distance of S 45°16'23" E, 28.29 feet;

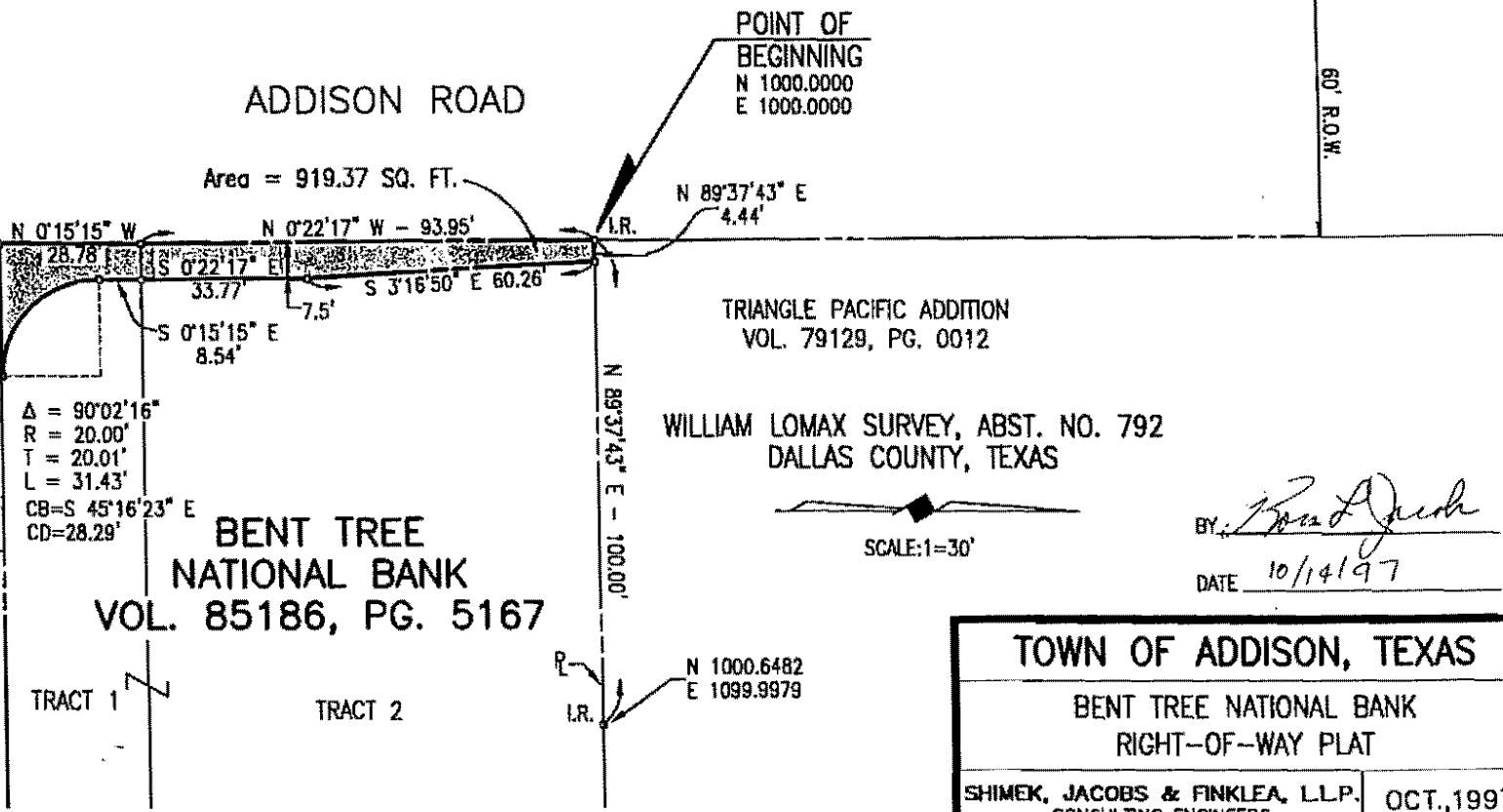
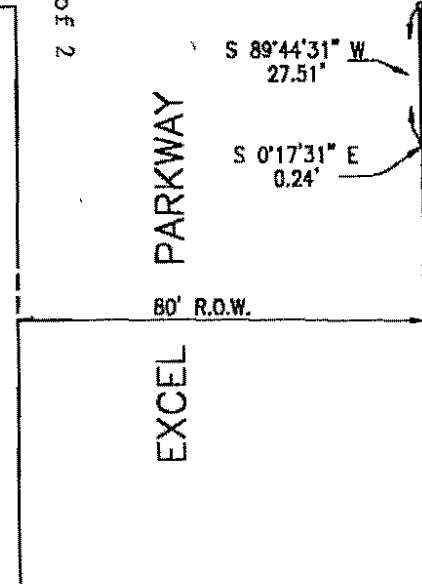
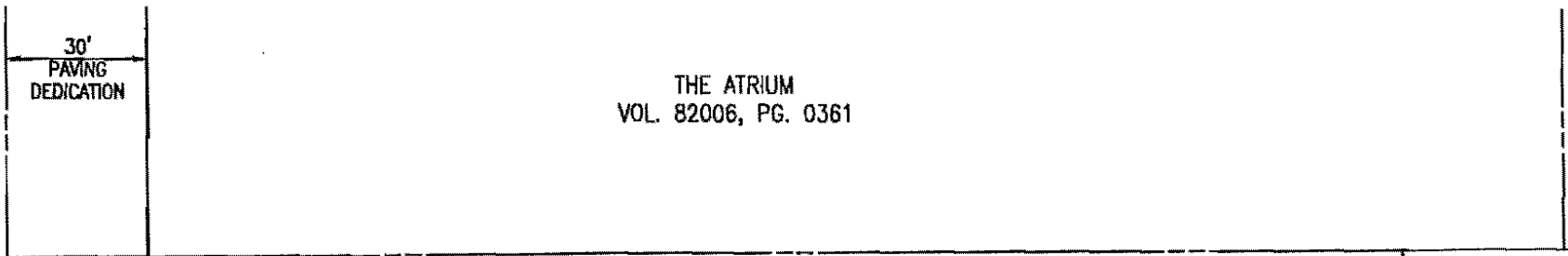
THENCE along said curve to the left, a distance of 31.43 feet to a point for a corner;

THENCE S 0°17'31" E, a distance of 0.24 feet to a point for a corner, said point being in the north right-of-way line of said Excel Parkway;

THENCE S 89°44'31" W, along said north right-of-way line of Excel Parkway for a distance of 27.51 feet to a point for a corner, said point being where the east right-of-way line of said Addison Road intersects with the north right-of-way line of Excel Parkway, said point also being the southwest corner of said 1.23 acre tract;

THENCE N 0°15'15" W along said, east right-of-way line of said Addison Road and the west line of said 1.23 acre tract, a distance of 28.78 feet to a point for a corner;

THENCE N 0°22'17" W along said east right-of-way line of said Addison Road and the west line of said 1.23 acre tract, a distance of 93.95 feet to the POINT OF BEGINNING and containing 919.37 square feet of land.



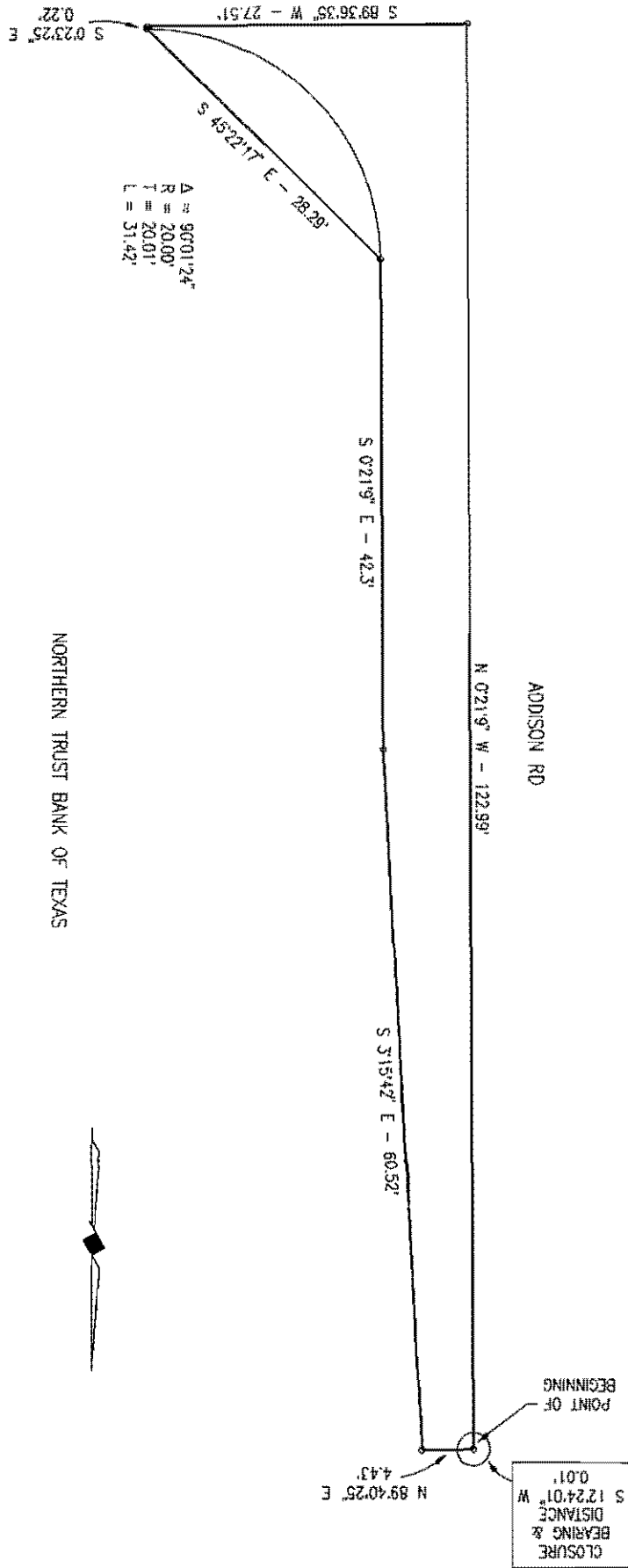
60' R.O.W.

BY: *Ross D. Dyer*
 DATE: 10/14/97

TOWN OF ADDISON, TEXAS	
BENT TREE NATIONAL BANK RIGHT-OF-WAY PLAT	
SHIMEK, JACOBS & FINKLEA, L.L.P. CONSULTING ENGINEERS	OCT., 1997

EXHIBIT "B"

That certain 1.23-acre tract of land conveyed to Bent Tree National Bank by Deed recorded in Volume 85186, Page 5167, of the Deed Records of Dallas County, Texas.



CLOSURE
BEARING &
DISTANCE
S 12°24'01" W
0.01'

POINT OF
BEGINNING

ADDISON RD

NORTHERN TRUST BANK OF TEXAS



COWLES & THOMPSON

A PROFESSIONAL CORPORATION

ATTORNEYS AT LAW

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

TELEPHONE (214) 672-3000

METRO (872) 263-0008

FAX (214) 672-2020

CHARLES SORRELLS
(1825-1992)

114 E. LOUISIANA ST., SUITE 200
MCKINNEY, TEXAS 75069-4483
TELEPHONE (972) 542-8000

100 W. ADAMS AVE., SUITE 321
P.O. BOX 788

TEMPLE, TEXAS 76703-0788
TELEPHONE (254) 771-2800

ONE AMERICAN CENTER, SUITE 777
909 E.S.E. LOOP 323
TYLER, TEXAS 75701-9884
TELEPHONE (803) 581-5588

ROBERT G. BUCHANAN, JR.
(214) 672-2139

October 6, 1997

VIA TELECOPY

Mr. Jeff Markiewicz
Town of Addison
P. O. Box 144
Addison, TX 75001

Re: Right-of-Way Acquisition from Northern Trust Bank of Texas

Dear Jeff:

Enclosed please find a draft of a Contract of Sale prepared from your letter of May 21, 1997. Please let me know if the enclosed draft is acceptable or if you have any comments or questions.

Sincerely,



Robert G. Buchanan, Jr.

RGB:wn
Enclosure

CONTRACT OF SALE

This Contract of Sale (this "Contract") is made and entered into by and between Northern Trust Bank of Texas ("Seller"), and the Town of Addison, Texas ("Buyer").

920 SF
\$2,000 SF

1. **Agreement of Purchase and Sale.** Seller hereby agrees to sell and convey that certain real property described in Exhibit "A" attached hereto (the "Property") to Buyer, and Buyer hereby agrees to purchase the Property from Seller. The purchase price of the Property is \$8,280.00 cash and shall be paid by Buyer at the closing.

2. **Seller's Representations and Warranties.** Seller represents and warrants that it has the full right, power, and authority to sell and convey the Property as provided in this Contract and to carry out Seller's obligations hereunder, and all requisite action necessary to authorize Seller to enter into this Contract and to carry out its obligations hereunder has been, or by the closing will have been, taken.

3. **Buyer's Representations and Warranties.** Buyer represents and warrants that it has the full right, power, and authority to buy the Property as provided in this Contract and to carry out Buyer's obligations hereunder, and all requisite action necessary to authorize Buyer to enter into this Contract and to carry out its obligations hereunder has been, or by the closing will have been, taken. Buyer further represents and warrants that the sale of the Property will not cause Seller's remaining property (the "Remaining Property") and the existing development thereof, which is adjacent to the Property and more particularly described in Exhibit "B", to be in violation of any existing zoning, set-back, drainage requirements, parking ratios or other rules or regulations imposed by Buyer. Future development or redevelopment of the Remaining Property will be subject to compliance with then existing local ordinances.

4. **Title Policy.** Buyer intends to obtain a standard Texas owner's policy of title insurance (the "Title Policy") insuring title to the Property. Seller agrees to execute an affidavit as to debts, liens and possession, if requested by the title company. Seller shall not be required to bear any expense in connection with the Title Policy or any survey of the Property obtained by Buyer.

5. **Date and Place of Closing.** The closing shall take place no later than _____ . The closing date may be extended by mutual agreement of the parties.

6. **Items to be Delivered at the Closing.** Seller shall deliver to Buyer: (1) a right-of-way deed, in the form attached hereto as Exhibit "C", duly executed and acknowledged by Seller; (2) an affidavit, in form acceptable to Buyer, in compliance with Section 1445 of the Internal Revenue Code of 1986, as amended, and any regulations promulgated thereunder, stating under penalty of perjury the Seller's United States identification number and that Seller is not a "foreign person" as that term is defined in Section 1445; and (3) resolutions of Seller authorizing this transaction. Buyer shall deliver to Seller the Purchase Price.

7. **Possession at Closing.** Possession of the Property shall be delivered to Buyer by Seller at the closing.

8. **Costs of Closing.** Buyer shall pay all recording fees, title company expenses and title insurance premiums. Buyer shall also reimburse Seller for all attorney's fees and expenses reasonably and necessarily incurred by Seller in connection with the sale of the Property.

9. **Reimbursement of Buyer's Other Expenses.** Buyer shall reimburse Seller for all costs, fees and expenses reasonably and necessarily incurred by Seller in obtaining a current survey of the Remaining Property, relocating signage, curbs and sidewalks from the Property to the Remaining Property and the landscaping associated therewith. Seller shall provide such documentation of such expenses as Buyer may reasonably request. Buyer's obligation of reimbursement under this Section 9 shall not exceed the amounts set forth on Exhibit "D" attached hereto.

*Prepared
L. Smith*

10. **Right-of-Way Construction.** In the event any construction of the right-of-way shall prevent normal ingress and egress to and from the Remaining Property, such work shall be conducted only between the hours of ____ p.m. and ____ a.m. Monday through Friday, and ____ a.m. Saturday and ____ a.m. Monday. At all times during which construction of the right-of-way prevents access to the ATM machines on the Remaining Property via Addison Road, Buyer shall cause signs to be posted advising Seller's customers of the availability of access to the ATM machines via the Dallas Parkway access road.

11. **Future Widening of Addison Road.** Seller and Buyer agree that this Contract in no way concerns or addresses any additional widening of Addison Road, that may be sought by Buyer after the closing.

12. **Governing Law.** This Contract is being executed and delivered, and is intended to be performed in the State of Texas and the laws of Texas govern the validity, construction, enforcement, and interpretation of this Contract, unless otherwise specified herein.

13. **Entirety and Amendments.** This Contract embodies the entire agreement between the parties and supersedes all prior agreements and understandings, if any, relating to the Property, and may be amended or supplemented only by an instrument in writing executed by the party against whom enforcement is sought.

14. **Parties Bound.** This Contract is binding upon and inures to the benefit of Seller and Buyer, and their respective successors, and assigns.

15. **Further Acts.** In addition to the acts and deeds recited in this Contract and contemplated to be performed, executed, and/or delivered by one party to the other, Seller and Buyer agree to perform, execute, and/or deliver or cause to be performed, executed, and/or delivered at the closing or after the closing any and all further acts, deeds, and assurances as are reasonably necessary to consummate the transactions contemplated hereby.

16. **Survival.** All warranties, representations, disclaimers and agreements contained herein shall survive the closing hereof.

17. **Time of the Essence.** Time is of the essence in the performance of all obligations and covenants of the parties described herein.

Contract of Sale - Page 2

DOC #: 536979

Dated Effective: _____, 1997

SELLER:

Northern Trust Bank, a _____

By: _____
Name: _____
Title: _____

Dated Effective: _____, 1997

BUYER:

The Town of Addison, Texas, a Texas
municipal corporation

By: _____
Name: _____
Title: _____



PUBLIC WORKS DEPARTMENT

Post Office Box 144 Addison, Texas 75001

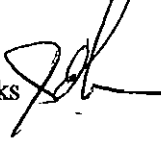
(214) 450-2871

16801 Westgrove

January 7, 1997

MEMORANDUM

TO: Ron Whitehead, City Manager

FROM: John Baumgartner, Director of Public Works 

SUBJECT: Addison Road/Excel Parkway Intersection Improvements
Right-of-Way Acquisition

At the October 8, 1996 City Council meeting, the Council approved the purchase of land for right-of-way at 16775 Addison Road, located at the northwest corner of the Addison Road/Excel Parkway Intersection. The Council approved a purchase of 975 square feet at \$7.25 per square foot, for a total purchase price of \$7,069.

Since then, the needed right-of-way has slightly increase to 1,090 square feet. Based on a land value of \$7.25 per square foot, the new purchase price is \$7,903. Attached is the revised metes and bounds description and exhibit for the right-of-way purchase. The property is owned by Brookdale Investors Limited Partnership, who have agreed to the revised area and price.

Staff recommends that the Council approve the purchase of 1,090 square feet from the tract located at 16775 Addison Road, owned by Brookdale Investors Limited Partnership for \$7.25 per square foot, for a total purchase price of \$7,903.

DCN

A:\Brookdale.Mem

David Nighswonger, P.E.

April 23, 1997

Page 2

of any zoning, set-back, drainage requirements, parking ratios or other rules or regulations imposed by the Town either now or in the future. Specifically, the Bank must have assurance that any future zoning, changes or other regulatory changes made by the Town will not cause the Bank to be in non-compliance with said changed requirements solely as a result of the loss of the proposed right-of-way.

4. As a further condition to the Bank's agreement to the sale of the Property, the Bank must be reasonably satisfied with the plans for the construction of the Improvements, and reasonably satisfied that such Improvements will not adversely impact accessibility and ingress and egress to the Bank property for all of the current usages and functions, including without limitation, access to ATM machines and drive-throughs for ATM's, drive-through access to tellers and other banking services, and access to parking lots. Further, the Bank must receive adequate assurances and/or written stipulations that such accessibility, ingress and egress to the Bank property for all such usages and functions will not be unreasonably impacted during construction.

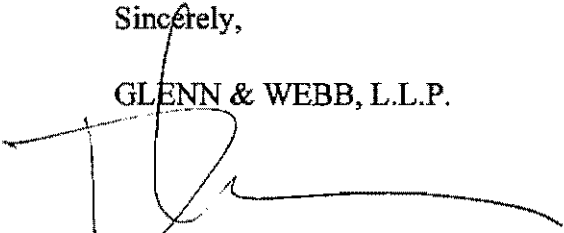
5. It is the Bank's understanding that the long-term plan for this intersection contemplates a possible future need for the acquisition of additional right-of-way involving the Bank's property. Even though this possible additional taking is not currently being considered or negotiated, it is imperative that such possibility be considered with the current right-of-way acquisition so as to take all steps necessary to maintain and preserve the current utility of the Bank's property, particularly with regard to accessibility, in the event of such a future right-of-way acquisition.

The items contained hereinabove represent only the Bank's preliminary response to the proposed purchase of the Property by the Town and appear to be the primary matters requiring our attention. I am sure there are additional issues not mentioned herein and that others will be raised as we review the matter further. I look forward to meeting with you at your earliest convenience to discuss these and any other related matters in hopes to resolving this in an expeditious fashion. If you have any questions or comments, please do not hesitate to call.

Should you have any questions or comments concerning the above, please feel free to call.

Sincerely,

GLENN & WEBB, L.L.P.



D. Woodard Glenn

DWG:rr:02487.DWG

cc: Northern Trust Bank of Texas
Attn: Ms. Kathy Bovy
Northern Trust Bank of Texas
Attn: Alan Bailey

**FIELD NOTE DESCRIPTION
FOR
RIGHT-OF-WAY
ACROSS THE PROPERTY OF**

NORTHERN TRUST BANK OF TEXAS

Being a parcel of land for right-of-way located in the Town of Addison, Texas and in the William Lomax Survey, Abstract No. 792, Dallas County, Texas and being over, under and across a 1.229 acre tract of land, conveyed to Northern Trust Bank of Texas by deed now of record in Volume xxxxx, Page xxx of the Deed Records of Dallas County, Texas, said right-of-way being more particularly described as follows:

BEGINNING at a 3/8 inch iron rod for a corner, said iron rod being the northwest corner of said 1.229 acre tract, said iron rod also being in the east right-of-way of Addison Road, (60 foot right-of-way), said iron rod also being N 0°21'09" W, 122.99 feet from the intersection of the east right-of-line of said Addison Road and the north right-of-way line of Excel Way, (80 foot right-of-way), said iron rod being S 89°40'25" W, 100.00 feet from an reference iron rod located in the north line of said Northern Trust Bank of Texas tract;

THENCE N 89°40'25" E along the north line of said 1.229 tract and along the south line of a tract of land conveyed to Triangle Pacific Addition by deed now of record in Volume 79129, Page 0012 of the Deed Records of Dallas County, Texas for a distance 4.43 feet to a point for a corner;

THENCE S 3°15'42" E, a distance of 60.52 feet to a point for a corner;

THENCE S 0°21'09" E, a distance of 42.30 feet to a point of curvature of a curve to the left, said curve to the left having a central angle of 90°02'16", a radius of 20.00 feet and a chord bearing-distance of S 45°22'17" E, 28.29 feet;

THENCE along said curve, a distance of 31.43 feet to a point for a corner;

THENCE S 0°23'25" E, a distance of 0.22 feet to a point for a corner, said point being in the north right-of-way line of said Excel Way;

THENCE S 89°36'35" W along the north right-of-way line of said Excel Way, a distance of 27.51 feet to a point for a corner, said point being the intersection of the east right-of-way line of said Addison Road, and the north right-of-way line of said Excel Way;

THENCE N 0°21'09" W, along the east right-of-way line of said Addison Road, a distance of 122.99 feet to the POINT OF BEGINNING and containing 920.24 square feet of land.

By _____

Date _____

THE ATRIUM
VOL. 82006, PG. 0361

30'
PAVING
DEDICATION

ADDISON ROAD

POINT OF
BEGINNING
N 1000.0000
E 1000.0000

60' R.O.W.

Area = 920.24 SQ. FT.

N 0°21'09" W - 122.99'
S 0°21'09" E - 42.30'
S 3°15'42" E - 60.52'

$\Delta = 90^{\circ}02'16''$
R = 20.00'
T = 20.01'
L = 31.43'
CB=S 45°22'17" E
CD=28.29'

N 89°40'25" E
4.43'

TRIANGLE PACIFIC ADDITION
VOL. 79129, PG. 0012

EXIST. T.P.&L.
EASEMENT

WILLIAM LOMAX SURVEY, ABST. NO. 792
DALLAS COUNTY, TEXAS

EXCEL WAY

S 89°36'35" W
27.51'
S 0°23'25" E
0.22'

NORTHERN TRUST BANK
OF TEXAS
VOL. _____, PG. _____

S 89°40'25" W - 100.00'



SCALE: 1=30'

BY _____

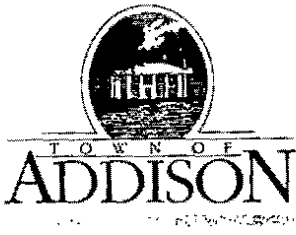
DATE _____

80' R.O.W.

EXIST. T.P.&L.
EASEMENT

N 1000.5697
E 1099.9984

TOWN OF ADDISON, TEXAS	
NORTHERN TRUST BANK OF TEXAS RIGHT-OF-WAY PLAT	
SHIMEK, JACOBS & FINKLEA, L.L.P. CONSULTING ENGINEERS	DEC., 1996



PUBLIC WORKS DEPARTMENT
Post Office Box 144 Addison, Texas 75001

December 5, 1996

Mr. Alan W. Bailey
Northern Trust Bank of Texas
2020 Ross Avenue
P.O. Box 222230
Dallas, Texas 75222-2230

*Called Alan, 1-6-96
he said he contacted
owners in Chicago.
They have appraiser
looking into to
price of our offer.
Alan will look into
it & call me back.
(214) 740-5838*

Re: Intersection Improvements at Excel Parkway and Addison Road

Dear Mr. Bailey:

As we discussed at our meeting, the Town of Addison is currently in the design process of intersection improvements at Excel Parkway and Addison Road. The increase in traffic from the Excel development has justified the installation of a traffic signal at this intersection. In addition, left turn lanes will be added on Addison Road. Construction is scheduled to take place between March and July of 1997, subject to the acquisition of right-of-way.

The improvements will require the widening of the roadway and additional right-of-way. Addison Road will be widened from 44 feet to 55 feet in front of the Bent Tree Motor Bank. A 5 foot sidewalk will also be constructed behind the curb. Enclosed is a copy of the construction plans which indicate the existing and proposed right-of-way lines and street curbs.

Also, enclosed is a metes and bounds description and exhibit for the right-of-way needed from the motor bank tract. The right-of-way is 920 square feet in area. The Town is offering to purchase the land for \$6,210.00. (\$6.75/S.F.)

Please review the enclosed documents and call me if you have any questions about this offer or the intersection improvements at (972) 450-2879.

Sincerely,

David Nighswonger, P.E.
Assistant City Engineer

**FIELD NOTE DESCRIPTION
FOR
RIGHT-OF-WAY
ACROSS THE PROPERTY OF**

NORTHERN TRUST BANK OF TEXAS

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THENCE S 3°15'42" E, a distance of 60.52 feet to a point for a corner;

THENCE S 0°21'09" E, a distance of 42.30 feet to a point of curvature of a curve to the left, said curve to the left having a central angle of 90°02'16", a radius of 20.00 feet and a chord bearing-distance of S 45°22'17" E, 28.29 feet;

THENCE along said curve, a distance of 31.49 feet to a point for a corner;

THENCE S 0°23'25" E, a distance of 0.22 feet to a point for a corner, said point being in the north right-of-way line of said Excel Way;

THENCE S 89°36'35" W along the north right-of-way line of said Excel Way, a distance of 27.51 feet to a point for a corner, said point being the intersection of the east right-of-way line of said Addison Road, and the north right-of-way line of said Excel Way;

THENCE N 0°21'09" W, along the east right-of-way line of said Addison Road, a distance of 122.99 feet to the POINT OF BEGINNING and containing 920.24 square feet of land.

By _____

Date _____

30'
PAVING
DEDICATION

THE ATRIUM
VOL. 82006, PG. 0361

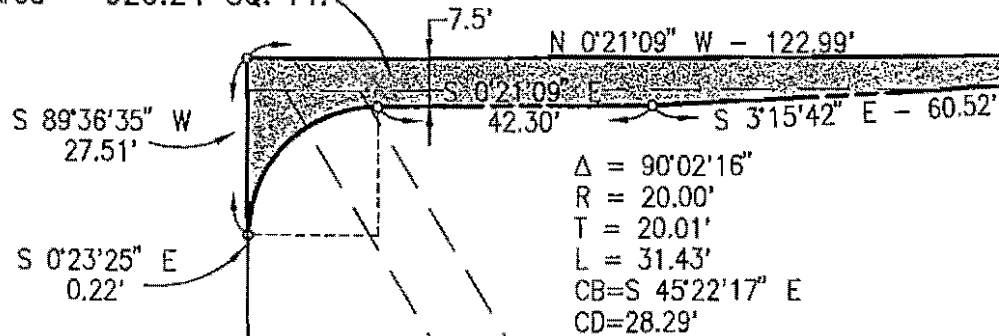
ADDISON ROAD

POINT OF
BEGINNING
N 1000.0000
E 1000.0000

60' R.O.W.

Area = 920.24 SQ. FT.

EXCEL WAY



N 89°40'25" E
I.R. 4.43'

TRIANGLE PACIFIC ADDITION
VOL. 79129, PG. 0012

EXIST. T.P.&L.
EASEMENT

WILLIAM LOMAX SURVEY, ABST. NO. 792
DALLAS COUNTY, TEXAS

S 89°40'25" W - 100.00'

80' R.O.W.

NORTHERN TRUST BANK
OF TEXAS
VOL. _____, PG. _____

SCALE: 1=30'

BY _____
DATE _____

EXIST. T.P.&L.
EASEMENT

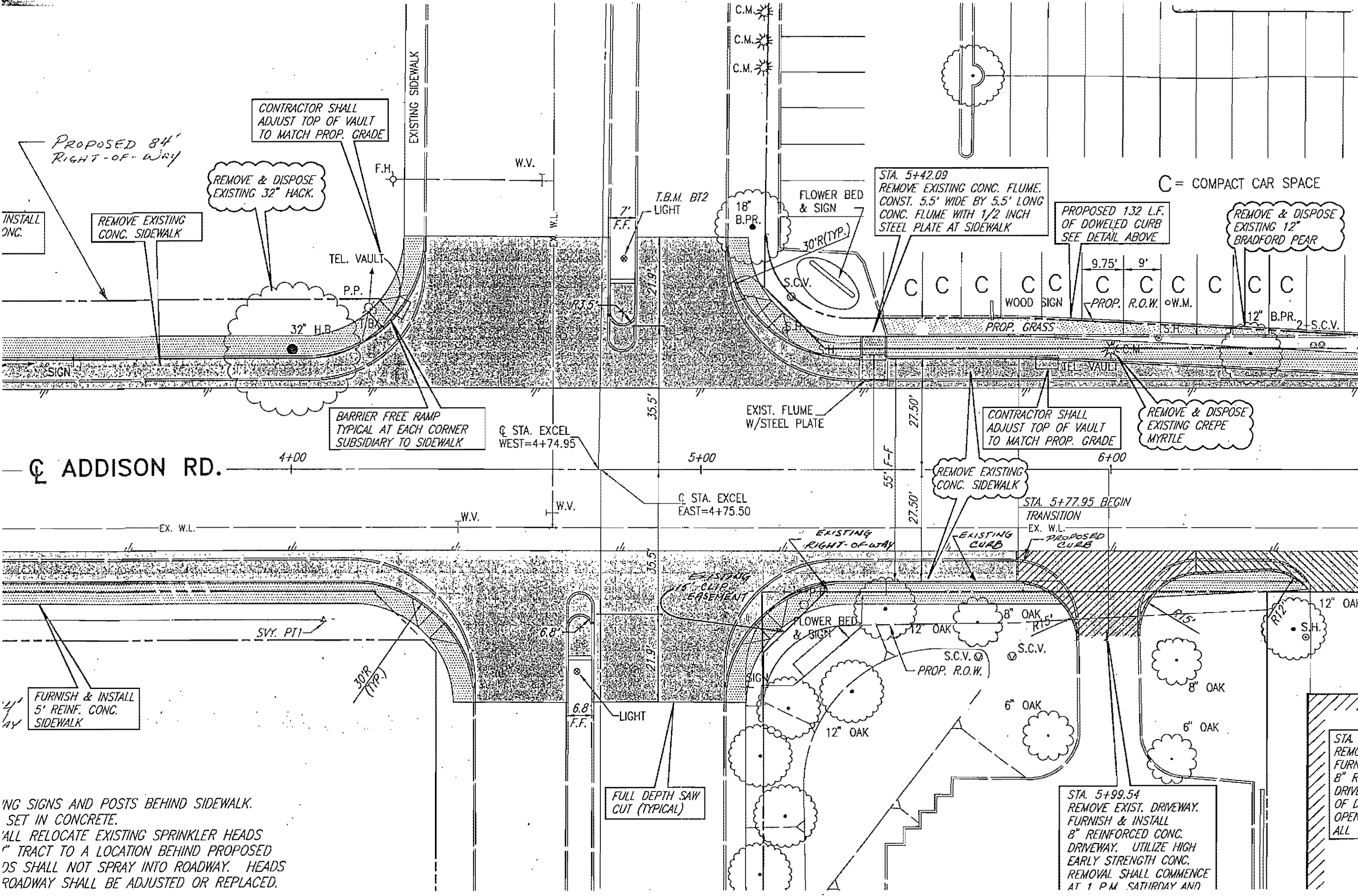
N 1000.5697
E 1099.9984
I.R.

TOWN OF ADDISON, TEXAS

NORTHERN TRUST BANK OF TEXAS
RIGHT-OF-WAY PLAT

SHIMEK, JACOBS & FINKLEA, L.L.P.
CONSULTING ENGINEERS

DEC., 1996



CONTRACTOR SHALL ADJUST TOP OF VAULT TO MATCH PROP. GRADE

REMOVE & DISPOSE EXISTING 32" HACK.

REMOVE EXISTING CONC. SIDEWALK

INSTALL 5' REINF. CONC. SIDEWALK

PROPOSED 84' RIGHT-OF-WAY

C = COMPACT CAR SPACE

STA. 5+42.09 REMOVE EXISTING CONC. FLUME. CONST. 5.5' WIDE BY 5.5' LONG CONC. FLUME WITH 1/2 INCH STEEL PLATE AT SIDEWALK

PROPOSED 132 L.F. OF DOWELED CURB SEE DETAIL ABOVE

REMOVE & DISPOSE EXISTING 12" BRADFORD PEAR

BARRIER FREE RAMP TYPICAL AT EACH CORNER SUBSIDIARY TO SIDEWALK

CONTRACTOR SHALL ADJUST TOP OF VAULT TO MATCH PROP. GRADE

REMOVE & DISPOSE EXISTING CREPE MYRTLE

ADDISON RD.

FURNISH & INSTALL 5' REINF. CONC. SIDEWALK

FULL DEPTH SAW CUT (TYPICAL)

STA. 5+99.54 REMOVE EXIST. DRIVEWAY. FURNISH & INSTALL 8" REINFORCED CONC. DRIVEWAY. UTILIZE HIGH EARLY STRENGTH CONC. REMOVAL SHALL COMMENCE AT 1 P.M. SATURDAY AND

STA. REMC FURN 8" R. DRIVL OF D OPEN ALL

ING SIGNS AND POSTS BEHIND SIDEWALK. SET IN CONCRETE. ALL RELOCATE EXISTING SPRINKLER HEADS TO A LOCATION BEHIND PROPOSED SIDEWALK. HEADS SPRAYING INTO ROADWAY SHALL NOT SPRAY INTO ROADWAY. HEADS SPRAYING INTO ROADWAY SHALL BE ADJUSTED OR REPLACED.

BARTON-ASCHMAN

A PARSONS TRANSPORTATION GROUP COMPANY

5485 Belt Line Road, Suite 199 • Dallas, Texas 75240 USA • (214) 991-1900 Fax (214) 490-9261

October 1, 1996

Mr. David Nighswonger
Town of Addison
16801 Westgrove Drive
Addison, Texas 75001

Dear David:

Enclosed is a copy the signal design for the proposed Addison Road at Bent Tree Plaza Intersection Improvements (Option 2B). Please note that the base map was red-lined to include the eastbound right turn lane, which was constructed after receiving the original packet from Shimek, Jacobs & Finklea.

Sincerely,



Steven W. Mitchell
Barton-Aschman Associates

enclosure



PARSONS

SHIMEK, JACOBS & FINKLEA
CONSULTING ENGINEERS

8333 Douglas Avenue, #820

Dallas, Texas 75225-5816

Phone: (214) 361-7900

Fax: (214) 361-0204

ROSS L. JACOBS, P.E.
RONALD V. CONWAY, P.E.
JOHN W. BIRKHOFF, P.E.
JOE R. CARTER, P.E.
GARY C. HENDRICKS, P.E.

July 26, 1996

C. L. SHIMEK, P.E.
I. C. FINKLEA, P.E.

~~Mr. Brian Shewski, P.E.
Barton-Aschman Associates, Inc.
5485 Belt Line Road, Suite 199
Dallas, Texas 75240~~

Re: Town of Addison
Addison Road and Bent Tree Plaza Intersection Improvements

Dear Mr. Shewski:

As requested by Mr. David Nighswonger, we are enclosing a print and computer file for the proposed Addison Road at Bent Tree Plaza Intersection Improvements (Option 2B). These documents are for your use in preparing signal plans at this intersection.

If you have questions concerning any of this information, please give me a call.

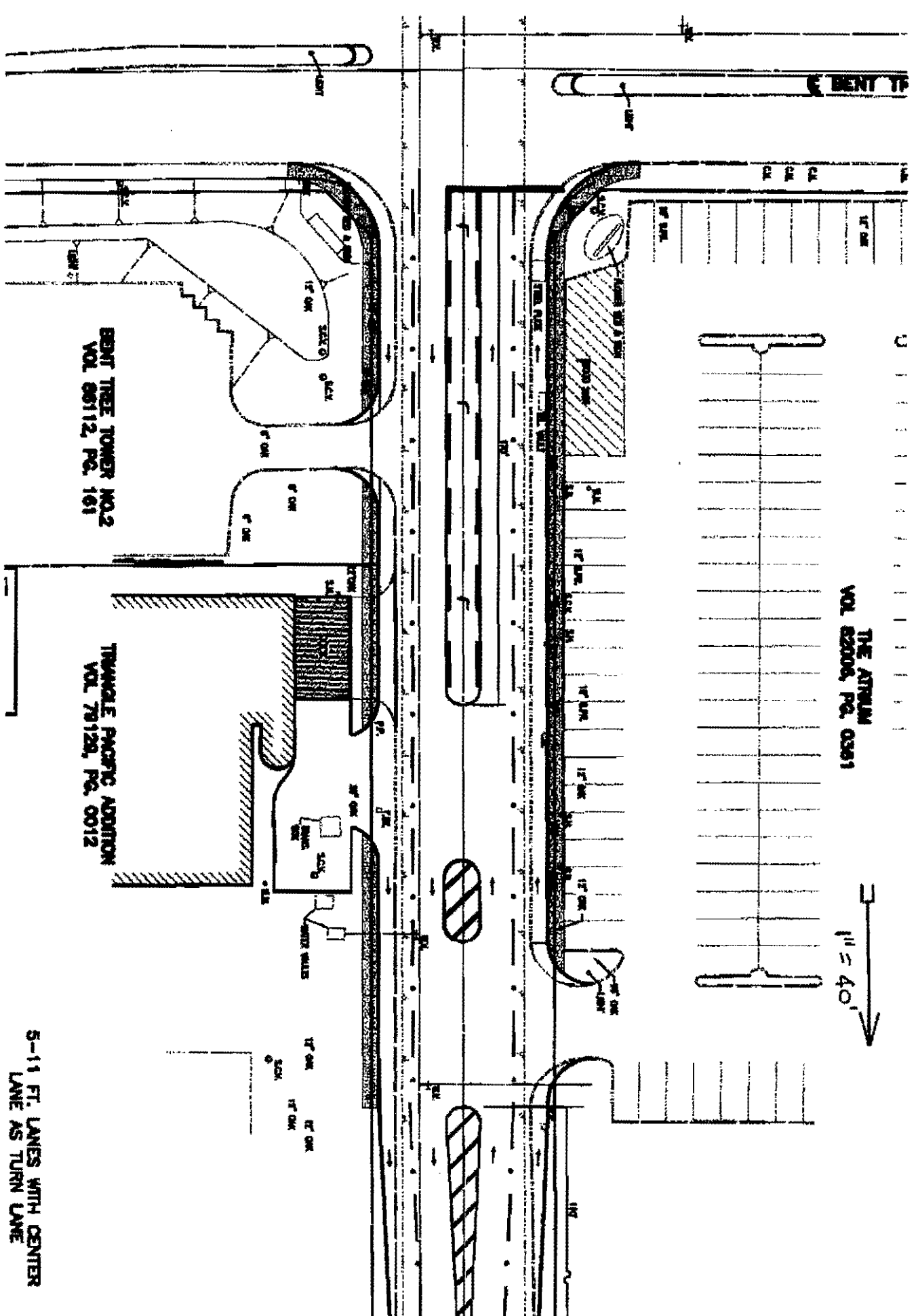
Sincerely yours,



Ronald V. Conway, P.E.

Enclosures

cc: Mr. David Nighswonger ✓



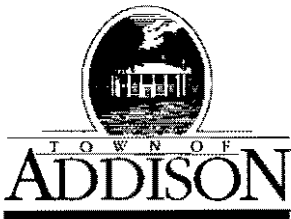
THE ATRIUM
VOL. 82006, PG. 0361

1" = 40'

BENT TREE TOWER NO.2
VOL. 88112, PG. 161

TRIANGLE PARKING ADDITION
VOL. 78128, PG. 0012

5-11 FT. LANES WITH CENTER
LANE AS TURN LANE



LETTER OF TRANSMITTAL

Public Works / Engineering

16801 Westgrove • P.O. Box 144
 Addison, Texas 75001
 Telephone: (214) 450-2871 • Fax: (214) 931-6643

DATE	10/10/96	JOB NO.
ATTENTION	Ms. Betsy McCann	
RE:	Addison Rd. / Excel Way Intersection Improvements	

TO Fulps Realty Corporation
16775 Addison Rd. Ste 110
Dallas, Tx. 75248

GENTLEMAN:

- WE ARE SENDING YOU**
- Attached
 - Shop Drawings
 - Copy of letter
 - Prints
 - Change order
 - Under separate cover via _____ the following items:
 - Plans
 - Samples
 - Specifications
 - _____

COPIES	DATE	NO.	DESCRIPTION
2			Conceptual Plan showing proposed landscaping area and parking lot restriping in area of right-of-way taking.

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 The proposed improvements are the red lines. The relocated parking lot curb will lie on the proposed right-of-way line. The engineer has the width for the compact parking spaces a little too narrow. I would recommend the spaces be 9' wide.

COPY TO _____

SIGNED: David Nighswonger

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

SHIMEK, JACOBS & FINKLEA

CONSULTING ENGINEERS

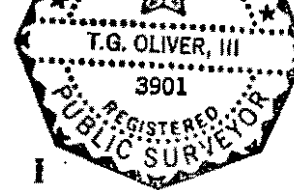
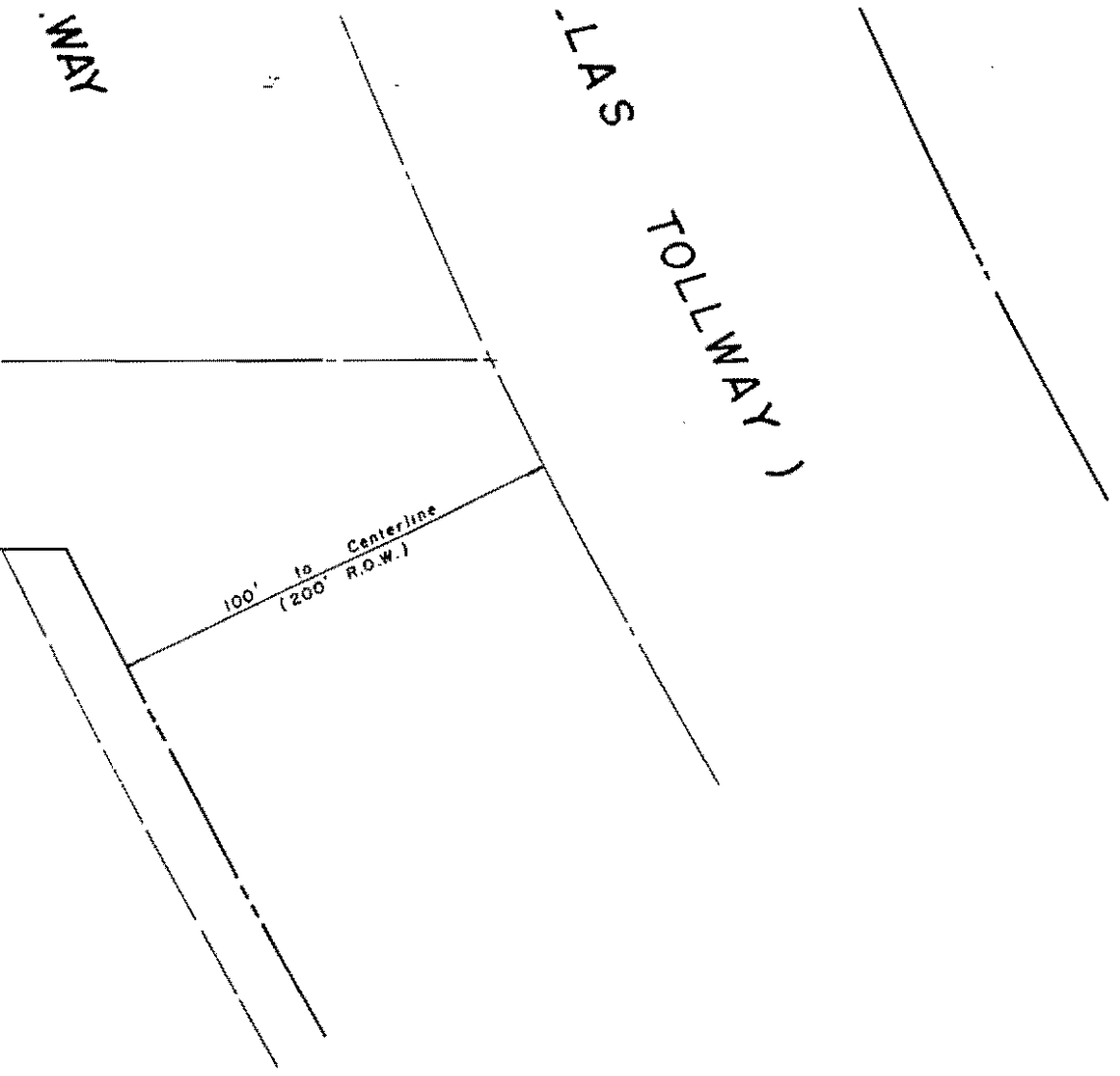
Project Number: 96103

Client: **Town of Addison, Texas**
 Project: **Addison Rd. & Bent Tree Plaza Pkwy.**
Intersection Improvements

Date: 09/09/96
 By: RJL

ENGINEER'S OPINION OF CONSTRUCTION COST

Item No.	Description	Quantity	Unit	Price	Amount
1	F. & I. 6-Inch Monolithic Curb	1,180	L.F.	\$1.25	\$1,475.00
2	F. & I. 8-Inch Reinf. Conc. Pvmnt.	1,350	S.Y.	\$30.00	\$40,500.00
3	F. & I. 2-Inch H.M.A.C. W/ 6-Inch Crushed Stone	1,280	S.Y.	\$40.00	\$50,400.00
4	F. & I. 6-Inch Reinf. Conc. Drive	92	L.F.	\$38.00	\$3,496.00
5	F. & I. 5-Foot Reinf. Conc. Sidewalk	4,850	S.F.	\$2.50	\$12,125.00
6	F. & I. Reinf. Conc. Flume	15	S.Y.	\$40.00	\$600.00
7	F. & I. Steel Plate @ Prop. 5-Foot. Sidewalk	1	Ea.	\$300.00	\$300.00
8	Conc. Pvmnt. Saw Cut	210	L.F.	\$3.00	\$630.00
9	For Removing & Relocating Exist. F.H. & Va.	1	Ea.	\$1,000.00	\$1,000.00
10	F.&I. 6-Inch W.L.	12	L.F.	\$50.00	\$600.00
11	Connect To Exist. Water Line	1	Ea.	\$500.00	\$500.00
12	For Removing Exist. Conc. Pvmnt. (Includ. C.&G, Drives & Flumes)	860	S.Y.	\$3.50	\$3,010.00
13	For Removing Exist. Conc. Pvmnt. Sidewalk	3,980	S.F.	\$0.50	\$1,990.00
14	For Removing Exist. Trees (18-inch & Larger)	3	Ea.	\$2,000.00	\$6,000.00
15	For Removing Exist. Trees (16-inch & Smaller)	1	Ea.	\$1,000.00	\$1,000.00
16	Unclassified Excavation Plan Quantity)	430	C.Y.	\$8.00	\$3,440.00
17	Barricades	2	Month	\$1,000.00	\$2,000.00
18	Pavement Markings-4" White Stripe	600	L.F.	\$1.50	\$900.00
19	Pavement Markings-Double 4" Yellow Stripe	760	L.F.	\$3.00	\$2,280.00
20	Pavement Markings-4" White Button W/Reflector	84	Ea.	\$5.50	\$462.00
21	Pavement Markings-12" White Stripe	74	L.F.	\$4.00	\$296.00
22	Pavement Markings-6" White Stripe	575	L.F.	\$2.00	\$1,150.00
23	Pavement Markings-8" Yellow Stripe	104	L.F.	\$3.00	\$312.00
24	Pavement Markings-4" Yellow Stripe	10	L.F.	\$1.75	\$17.50
25	3" Signal Conduit	400	L.F.	\$6.00	\$2,400.00
26	Solid Sod In Parkways	8,500	S.F.	\$0.60	\$5,100.00
27	Lime Treated Subgrade	1,485	S.Y.	\$2.25	\$3,341.25
28	Hydrated Lime	20	Ton	\$100.00	\$2,000.00
	Contingencies Subtotal:				\$147,324.75
	Contingencies:	5.00%			\$7,366.24
	Project Total:				\$154,690.99
Total	USE:				\$155,000.00

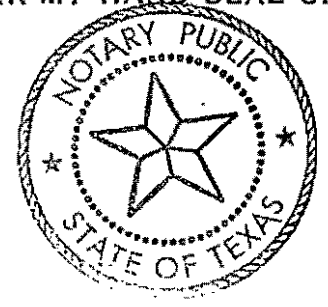


T.G. Oliver, III, Licensed Public Surveyor

STATE OF TEXAS I
 COUNTY OF DALLAS I

BEFORE ME, the undersigned a Notary Public in and for said County and State, on this day personally appeared T.G. Oliver, III, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND SEAL OF OFFICE this 22nd day of MAY, 1986.



James Wyatt Anthony
 Notary Public In The State of Texas
 My Appointment Expires 8-12-89

A REPLAT OF
BENT TREE BANK TOWER ADDITION NO. 2
 1.229 ACRES
 out of the
 WILLIAM LOMAX SURVEY · ABSTRACT NO. 792
 CITY OF ADDISON, DALLAS COUNTY, TEXAS

OWNER
 BENT TREE NATIONAL BANK
 16475 DALLAS PKWY · SUITE 100
 DALLAS, TEXAS 75248

PREPARED BY
 TREECE & COMPANY, INC.
 ENGINEERING & DEVELOPMENT CONSULTANTS
 14850 MONTFORT DR. · SUITE 171
 DALLAS, TEXAS 75240

AUGUST 1985 PROJECT NO. 85038

SCALE : 1" = 40'

APR 1985 by the City Council

Robert Kuss
 SECRETARY

STAFF REVIEW COPY

RECEIVED
 MAY 21 1986

TREECE & CO., INC.

RECORDED IN VOLUME 86112, PAGE 0161

FILED
 City Clerk
 DALLAS COUNTY
 1986 JUN 10 AM 9:53

Lot 1
Block 1
Triangle Pacific
Addition
Vol. 79129 Pg. 0012

Lot 19
Carroll Estates
Vol. 82006 Pg. 0361

ADDISON ROAD

N. 89°40'25"E.

415.56'

89.36'

N 89°36'35"E

131.34'

N 85°36'35"E

89.89'

S 89°36'35"W

128.66'

S 89°36'35"W

93.00'

122.99'

N. 00°21'09"W.

25' Building Line

5' T.P. & L. Co. Esm't.

N 59°36'35"E

207.77'

S 59°36'35"W

210.87'

10' T.P. & L. Co. Esm't.

25' Building Line

25' Building Line

10' Water Esm't.

25' Clip Esm't.

15' Clip Esm't.

Fnd. "X"

S. 89°36'35"W.

458.68'

POINT OF BEGINNING

BENT TREE PLAZA PARKWAY

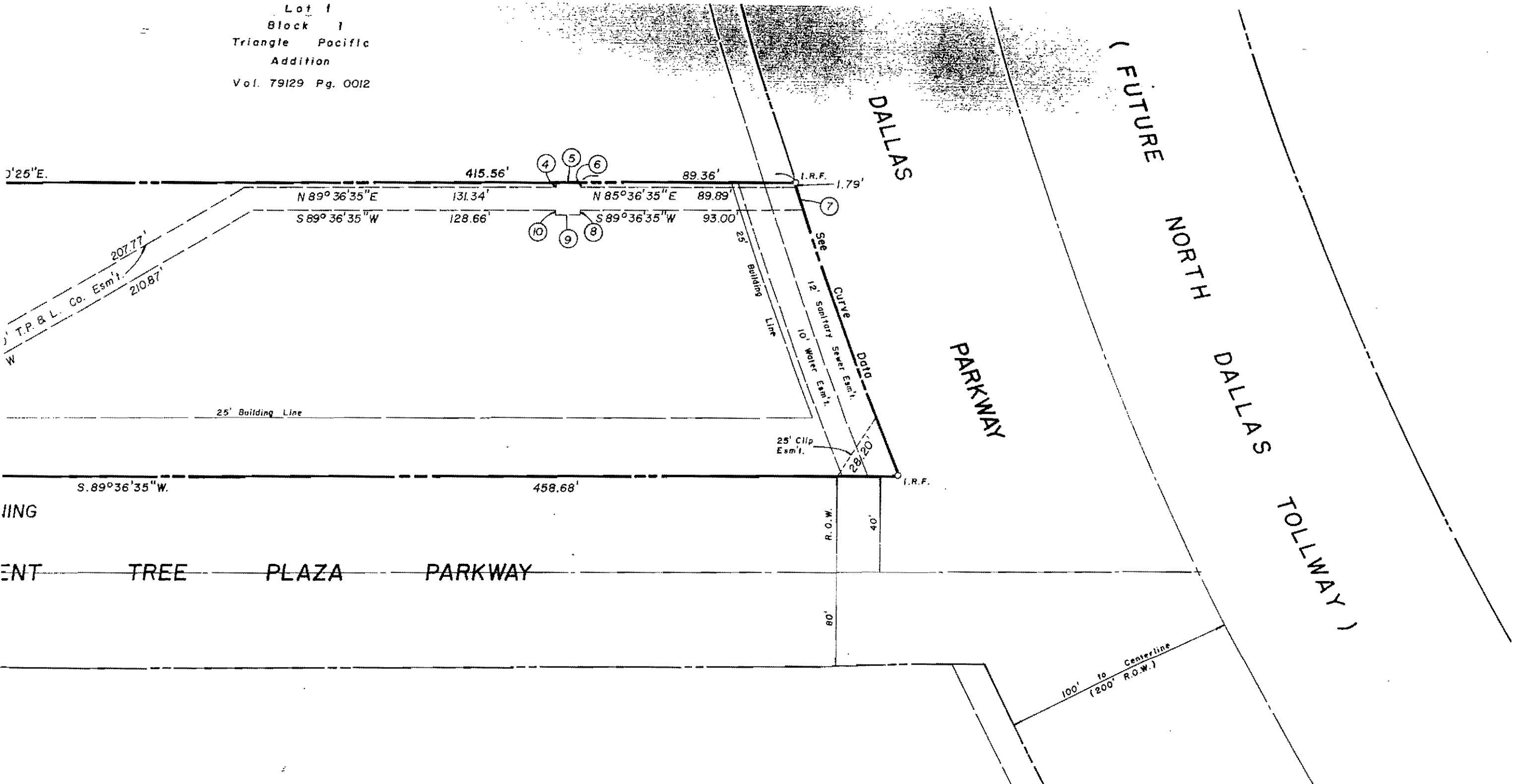
R.O.W.

R.O.W.

Bent Addison
Joint Venture

Bent Tree Bank Tower

Lot 1
 Block 1
 Triangle Pacific
 Addition
 Vol. 79129 Pg. 0012



Bent Tree Bank Tower
 Addition

Curve Data

$\Delta = 04^{\circ}39'06''$
 $R = 1600.00'$
 $T = 64.99'$
 $L = 129.90'$
 $LC = 129.87'$
 $S.19^{\circ}44'43''E.$

NOTE: ALL UTILITIES PLACED ON THIS TRACT FOR DEVELOPMENT TO BE PLACED BELOW GROUND.

BEN

19
610165
Pg. 0361

80'

R.O.W.

60'

R.O.W.

30'

ADDISON ROAD

122.99'

22.59'

N.00°21'09"W

5' T.P.B.L. Co. Exam.

25' Building Line

POINT OF BEGINNING

S.89°36'35"W

458.68'

BENT TREE PLAZA PARKWAY

25' Building Line

N.59°36'35"E
S.59°36'35"W

10' T.P.B.L. Co. Exam.
202.71'

(TR 1)

N.89°36'35"E
S.89°36'35"W

131.34'

129.66'

N.85°36'35"E
S.89°36'35"W

89.69'

93.00'

89.36'

25' Building Line

North

Lot 1
Block 1
Triangle Pacific
Addition
Vol. 79129 Pg. 0012

Copy of Plat

12-6-96

BARRIER FREE RAMP
TYPICAL AT EACH CORNER
SUBSIDIARY TO SIDEWALK

Q. STA. EXCEL
WEST=4+74.95

EXIST. FLUME
W/STEEL PLATE

CONTRACTOR SHALL
ADJUST TOP OF VAULT
TO MATCH PROP. GRADE

REMOVE & DISPOSE
EXISTING CREPE
MYRTLE

4+00

5+00

6+00

ADDISON RD.

Q. STA. EXCEL
EAST=4+75.50

EXISTING
CURB LINE

REMOVE EXISTING
CONC. SIDEWALK

STA. 5+77.95 BEGIN
TRANSITION
EX. W.L.

EXISTING
RIGHT-OF-WAY

SVY. PT 1

30' R
(TYP.)

6.8'

6.8'
F.F.

LIGHT

FULL DEPTH SAW
CUT (TYPICAL)

EXCEL PARKWAY

PROPOSED
CURB LINE

LOWER BED
& SIGN

S.C.V. @
PROP. R.O.W.

S.C.V.

6" OAK

12" OAK

8" OAK

8" OAK

6" OAK

12" OAK

STA. 6
REMOV
FURNIS
8" REI
DRIVEW
OF DR.
OPEN
ALL TH

STA. 5+99.54
REMOVE EXIST. DRIVEWAY.
FURNISH & INSTALL
8" REINFORCED CONC.
DRIVEWAY. UTILIZE HIGH
EARLY STRENGTH CONC.
REMOVAL SHALL COMMENCE
AT 1 P.M. SATURDAY AND
DRIVEWAY REOPEN TO
TRAFFIC AT 7 A.M. MONDAY.

BENT TREE TOWER NO.2
VOL 86112, PG. 161
MOTOR BANK

TRIAN
A
VOL 79

NOTE:
UNLESS OTHERWISE NOTED



ADDS
POSED
HEADS
LACED.
ENSED

SIDEWALK

Northern Trust Bank of Texas

2020 Ross Avenue
P. O. Box 222230
Dallas, Texas 75222-2230
(214) 740-5838

Alan W. Bailey
Chief Bank Operations
and Administrative Officer

OWNER OF
BENT TREE
MOTOR BANK.

THE ATRIUM
VOL. 82006, PG. 0361



check the plat!

15' clip Easement is this correct?

ADDISON ROAD

POINT OF BEGINNING
N 1000.0000
E 1000.0000

Area = 920.24 SQ. FT.

EXCEL WAY

S 89°36'35" W
27.51'

S 0°23'25" E
0.22'

7.5'

N 0°21'09" W - 122.99'

42.30'

S 3°15'42" E - 60.52'

N 89°40'25" E
I.R. 4.43'

$\Delta = 90^{\circ}02'16''$
R = 20.00'
T = 20.01'
L = 31.43'
CB=S 45°22'17" E
CD=28.29'

TRIANGLE PACIFIC ADDIT
VOL. 79129, PG. 001

WILLIAM LOMAX SURVEY,
DALLAS COUNTY,

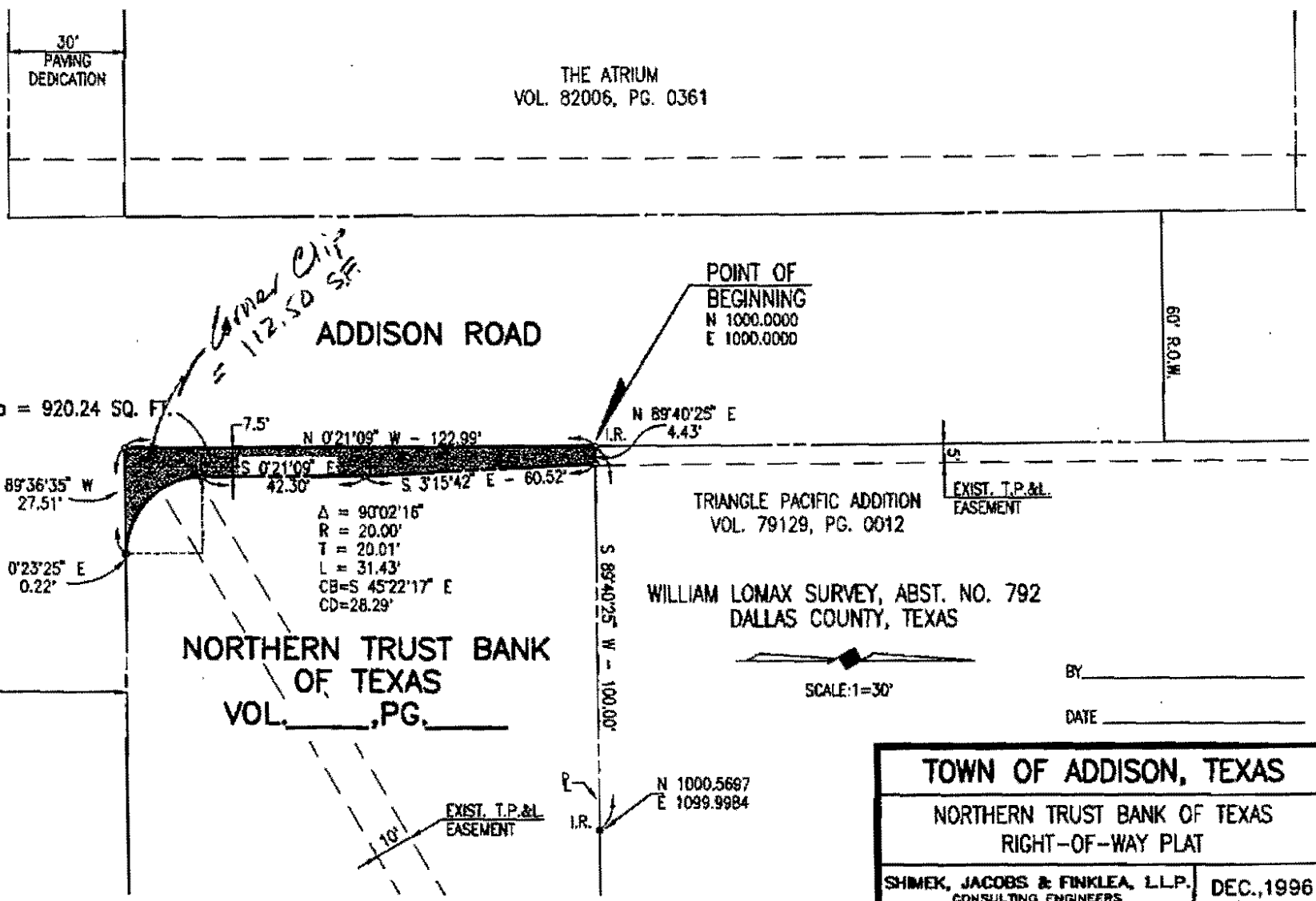
NORTHERN TRUST BANK
OF TEXAS
VOL. _____, PG. _____

S 89°40'25" W - 100.0'

80' R.O.W.



SCALE: 1"=30'



TOWN OF ADDISON, TEXAS	
NORTHERN TRUST BANK OF TEXAS RIGHT-OF-WAY PLAT	
SHIMEK, JACOBS & FINKLE, L.L.P. CONSULTING ENGINEERS	DEC., 1996

BY _____
DATE _____

SCALE: 1=30'

SHIMEK, JACOBS & FINKLEA
CONSULTING ENGINEERS
8333 DOUGLAS AVENUE, #820
DALLAS, TEXAS 75225

Fax Number: (214) 361 - 0204

Phone Number: (214) 361 - 7900

Date: _____

Receiving Fax Number: _____

Time: _____

(Addison Ave)

Number of Pages Transmitted (including this one)

1

To: Mr Jeff Markiewicz

3 MS.
 1. INWOOD
 2. MARSH
 3. SV
 PIPE TO MS

Message: SE QUADRANT Addison Rd @ Excel Wall

Frontage to Addison Road 639.26' x 12' = 7671.11 SF

Length of Project 395' x 12 4740.0 SF

From: John W Bulloff

If the number of pages called for are not received or are not clear please call (214) 361-7900.

David

450-2834

Voting Aye: Beckert, Dolan, Halpern, Roach, Sudduth.
Voting Nay: None.
Absent: Crews, Doepfner.

Item #R21 - Consideration of a Resolution authorizing the City Manager to make an offer for the purchase of approximately 975 sq. ft., at 16775 Addison Road, owned by Brookdale Investors Limited Partnership.

Councilmember Halpern moved to duly pass Resolution No. R96-108 authorizing the City Manager to make an offer for \$7,069.00 for the purchase of approximately 975 sq. ft., at 16775 Addison Road, owned by Brookdale Investors Limited Partnership. Councilmember Roach seconded. The motion carried.

Voting Aye: Beckert, Dolan, Halpern, Roach, Sudduth.
Voting Nay: None.
Absent: Crews, Doepfner.

There being no further business before the Council, the meeting was adjourned.

COPY

Mayor

Attest:

COPY

Carmen Moran

Miscellaneous:

(a) Nothing in this instrument shall be construed as a waiver by Grantee of any utility connection charge or other charges imposed by ordinance or Charter of the Town of Addison.

(b) When the context requires it, singular nouns and pronouns include the plural.

EXECUTED effective as of the day first written above.

By: _____

Print Name: _____

Print Title: _____

State of _____ §

County of _____ §

Before Me, this instrument was acknowledged on this _____ day of _____, 199__ by _____, the _____ of _____, a _____.

Commission Expires:

Notary Public, State of _____

Print name: _____

State of Texas §
 §
County of Dallas §

After Recording Return To:
Robert G. Buchanan, Jr.
Cowles & Thompson
901 Main Street, Suite 4000
Dallas, Texas 75202

SPECIAL WARRANTY DEED

Date: _____, 1995

Grantor:

Grantee:

Town of Addison
P.O. Box 144
Addison, TX 75001

Consideration:

The sum of Ten Dollars (\$10.00) to Grantor in hand paid by Grantee, the receipt and sufficiency of which is acknowledged by Grantor.

Property Description:

See Exhibit "A" attached hereto and by reference made a part hereof.

Conveyance:

Grantor grants, sells and conveys to Grantee in fee simple the Property described herein, TO HAVE AND TO HOLD, unto Grantee, its successors and assigns.

Grantor, together with Grantor's heirs, executors, administrators or successors, shall **WARRANT AND FOREVER DEFEND** all and singular the said Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming, or to claim the same or any part thereof, except the Exceptions to Conveyance, by through or under Grantor, but not otherwise.

Exceptions to Conveyance:

All presently valid and effective easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the Property.

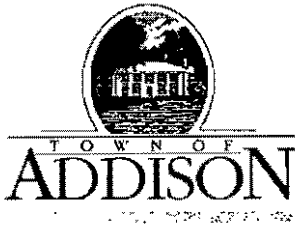
CAWLEY INTERNATIONAL

COMMERCIAL REAL ESTATE SERVICES

STEPHEN B. PLATT, CPM®
PRINCIPAL
splatt@cawley.com

*Two Lincoln Centre
5420 LBJ Freeway, Suite 740
Dallas, Texas 75240
Direct Line (972) 770-2105
Fax (972) 770-2199
Web Page: <http://www.cawley.com>*

 **GVA Worldwide**
AFFILIATE MEMBER



PUBLIC WORKS
Post Office Box 144

December 5, 1996

Mr. Steve Pratt
Cawley International
5420 LBJ Freeway
Lincoln Center, Suite 740
Dallas, Texas 75240

Selecting Civil Today. 1-28-97
Next week we deal w/ Eng.
1st Priority is re-zoning
& dedication of right-of-way.
** Drainage is issue.*

Docu - Civil Eng - Plat Piteo-Coke

Feb 28
Mar 26 P+Z
AP B Counsel

Called 12-30-96

Re: Intersection Improvements at Excel Parkway and Addison Road

- Out to Jan 6 - '97

(972) 770-2105

Dear Mr. Pratt :

The Town of Addison is currently in the design process of intersection improvements at Excel Parkway and Addison Road. Enclosed you will find a copy of the preliminary construction plans for the proposed intersection improvements. The increase in traffic from the Excel development has justified the installation of a traffic signal at this intersection. In addition, left turn lanes will be added on Addison Road. Construction is scheduled to take place between March and July of 1997, subject to the acquisition of the right-of-way.

The improvements will require the widening of the roadway and additional right-of-way. Addison Road pavement will be widened from 44 feet to 55 feet in front of the Parkway Centre I tract. The construction plans indicate the existing and proposed right-of-way lines and street curbs.

We understand that there are plans for development of the property in the near future. As part of the platting process the Town will require the dedication of 12 feet along Addison Road for right-of-way in accordance with the Town's Master Thoroughfare Plan. Addison Road presently has a 60 foot right-of-way. The Master Thoroughfare Plan calls for Addison Road to be widened in the future to a 4 lane divided roadway with an 84 foot right-of-way. The Town respectfully requests that the right-of-way dedication be made now by deed in lieu of waiting for the right-of-way to be dedicated at the time of platting. This will allow us to move forward with the intersection improvements.

Enclosed is an acceptance letter for ownership to execute if they agree to the right-of-way dedication now. Upon receipt of the signed letter, we will have the Town's attorney prepare a right-of-way deed and forward it to you for review. Please review the enclosed documents and call me at (972) 450-2879 if you have any questions.

Sincerely,

David Nighswonger, P.E.
Assistant City Engineer

Letter of Acceptance

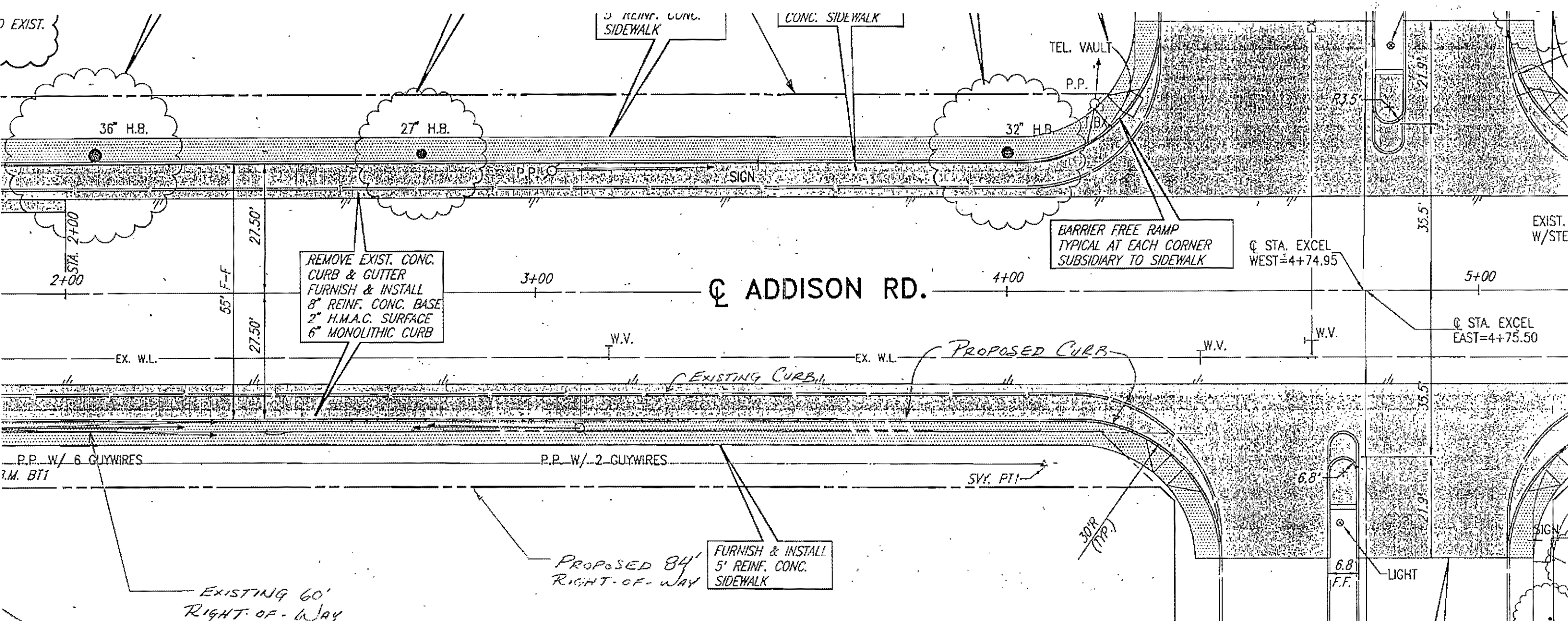
I _____, of Cawley International owner of the property at the southeast corner of Excel Parkway and Addison Road, agree to dedicate to the Town of Addison a 12 foot wide tract of land along Addison Road for right-of-way. The total area of land dedicated to the Town is 7,671 square feet. It is our understanding that this tract will be part of the Addison Road right-of-way in order to widen the existing roadway. This tract will be dedicated to the Town of Addison by deed at no cost to the Town.

(Name of Corporate Officer)

(Date)

(Signature)

(Title)



REMOVE EXIST. CONC. CURB & GUTTER
 FURNISH & INSTALL
 8" REINF. CONC. BASE
 2" H.M.A.C. SURFACE
 6" MONOLITHIC CURB

Q ADDISON RD.

BARRIER FREE RAMP
 TYPICAL AT EACH CORNER
 SUBSIDIARY TO SIDEWALK

FURNISH & INSTALL
 5' REINF. CONC.
 SIDEWALK

PROPOSED 84'
 RIGHT-OF-WAY

EXISTING 60'
 RIGHT-OF-WAY

- NOTES:
1. RELOCATE EXISTING SIGNS AND POSTS BEHIND SIDEWALK. POST SHALL BE SET IN CONCRETE.
 2. CONTRACTOR SHALL RELOCATE EXISTING SPRINKLER HEADS ON "THE ATRIUM" TRACT TO A LOCATION BEHIND PROPOSED SIDEWALK. HEADS SHALL NOT SPRAY INTO ROADWAY. HEADS SPRAYING INTO ROADWAY SHALL BE ADJUSTED OR REPLACED. ALL SPRINKLER WORK SHALL BE COMPLETED BY A LICENSED IRRIGATOR.
 3. UTILITY POLES AND GUYS TO BE RELOCATED BY OTHERS.

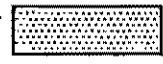

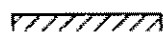
BENT TREE TOWER ADDISON

POWER POLE
 767.9063, E 4993.1409

IN EXCEL WAY
 ADDISON ROAD.

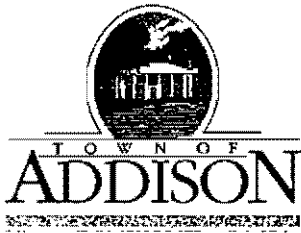


LEGEND

-  PROP. 5 FOOT REINFORCED CONCRETE SIDEWALK (CONC. BASE, BRICK PAVERS SURFACE)
-  PROP. PAVEMENT AND CURB
-  CONCRETE CURB

FULL DEPTH SAW CUT (TYPICAL)

EXCEL PARKWAY



PUBLIC WORKS DEPARTMENT

Post Office Box 144 Addison, Texas 75001

(214) 450-2871

16801 Westgrove

January 23, 1997

Mr. Alan W. Bailey
Northern Trust Bank of Texas
2020 Ross Avenue
P.O. Box 222230
Dallas, Texas 75222-2230

Re: Intersection Improvements at Excel Parkway and Addison Road

Dear Mr. Bailey:

Enclosed you will find three copies of the construction plan for the widening of Addison Road at Excel Parkway. The construction plans indicate the existing right-of-way and proposed right-of-way at the Northern Trust Bank of Texas. Kathy of your Chicago real estate office requested that these plans be sent to her. We hope this information will help expedite the right-of-way acquisition process.

Please forward the enclosed documents to your Chicago office. If you have any additional questions or need anything else please feel free to call me at (972) 450-2860.

Sincerely,

Jeff Markiewicz
Project Manager

**ADDISON RD. & EXCEL PARKWAY INTERSECTION IMPROVEMENTS
UTILITY COORDINATION
FEBRUARY 4, 1997**

Utility Company	Phone Number	Comments
1. TU Electric - George Escada	(972)888-1343	Power poles will be relocated prior to construction. Engineering 2-28-97 Construction complete 3-20-97
2. SW Bell - Larry Wren	(972)234-7092	They have buried lines @ each corner. No plans to move-will be present during construction. Hand holes will be adjusted. Old aerials removed with TU pole work.
3. MFS - David Dillman	(214)665-2300	Will deal w/ during construction.
4. MCI Metro - Steve Purcell	(972)918-1964	They have no conflicts.
5. Lone Star Gas - Howard Lewis		Will deal w/ during construction.
6. TCI Cable - Steve Snyder	(972)840-5837	They have a 4" trunk line on E. Side Addison at least 3' deep-No Conflict

SW Bell, MFS, and TCI Cable will be asked to attend the preconstruction meeting to inform contractor of possible conflicts with existing utility lines.

1-27-97

ADDISON / EXCEL - UTILITY COORDINATION

1. George Escada - T4 Electric 888-1343
Engineering Complete Feb. 28
Construction Complete Mar. 20
 2. Larry Wren - SWB 234-7092
Field located 1-27-97 25" under SW
Need to be relocated.
 3. David Dillman - MFS 214-665-2300
Will move hand hole during
construction. Keep in contact.
 4. Steve Purcell - MCI Metro. 918-1964
No Conflicts
 5. Howard Lewis - Lone Star 423-7984
4" Line East of Addison Rd.
Will contact me next week.
- Steve Snyder - TCI 840-5837
Trunk line 4' inside E Curb of
Addison Rd. ~30" Deep
We call me.
Will need to move Padastals.

TU - Add/Excel
Eng Feb 28
Cons Comp Mar 20

E' COMMERCIAL

214-

TX DOT

George Escada - 888-1343
Left message.

Eng E 21
Const May 30
Comp

Larry Wren - 234-7092 Left Message

David Dillman - 214 665-2300
Deal w/ During Construction
Move Hand to 6

Steve Purcell - MCI Metro 918-1964
No Conflicts

Joel Porter @ T&E Electric 888-1313
George Escada will handle
They need to relocate poles - Determine schedule

Howard Lewis @ Lone Star

Steve Snyder @ TCI - 840-5837
E of Addison? Trunk Line at least
3' dec'd



2250 Lakeside Blvd.
Richardson, TX 75082
214 918 1938

Feb 03, 1997

Town of Addison
P.O. Box 144
Addison, TX 75001
Attn: Jeff Markiewicz

RE: Addison Rd & Excel Pkwy
MCI ID Number 171-97

Dear Mr. Markiewicz:

MCI Network Services has been notified by your office regarding the above referenced project.

For your records, in reviewing the area in question, it has been determined that at the present time MCI does not have facilities in the area. It will be necessary for you to contact the MCI Surveillance office at 1-800-MCI-WORK, along with the One Call System at least 48 hours prior to any construction.

If you need further assistance, please do not hesitate to contact me.

Sincerely,

A handwritten signature in cursive script that reads "Dean Boyers".

Dean Boyers
MCI Documentation Division
(972) 918-1974

cc:file

SHIMEK, JACOBS & FINKLEA, L.L.P.
CONSULTING ENGINEERS

8333 Douglas Avenue, #820 Dallas, Texas 75225-5816 Fax (214) 361-0204 Phone (214) 361-7900

ROSS L. JACOBS, P.E.
RONALD V. CONWAY, P.E.
JOHN W. BIRKHOFF, P.E.
JOE R. CARTER, P.E.
GARY C. HENDRICKS, P.E.
I. C. FINKLEA, P.E.

January 27, 1997

Mr. Brian Shewski
Parsons Transportation Group
5485 Beltline Road Suite 199
Dallas, Texas 75240

Re: Town of Addison
Excel Parkway / Addison Road Intersection

Dear Mr. Shewski:

As you requested, through the Town of Addison, we are enclosing an electronic file of the improvements at the intersection of Excel Parkway and Addison Road. It is our understanding that this file will be utilized in your plan for signalization. The electronic files are being provided under the following conditions:

1. The electronic files are compatible with AutoCAD Release 12, operating on an IBM compatible PC using Windows 95 operating software.
2. Shimek, Jacobs & Finklea, L.L.P. does not make any warranty as to the compatibility of these files beyond the specified release of the above stated software.
3. Because data stored on electronic media can deteriorate undetected or be modified, the PARSONS TRANSPORTATION GROUP agrees that Shimek, Jacobs & Finklea, L.L.P. will not be held liable for completeness or correctness of electronic files.
4. The electronic files are instruments of our service. Where there is a conflict between the hard copy drawings and the electronic files, the hard copy files will govern in all cases.
5. All electronic files provided PARSONS TRANSPORTATION GROUP do not contain engineers seal, handwritten dates or signatures.
6. By use of the enclosed electronic files the PARSONS TRANSPORTATION GROUP agrees to all of the above stated conditions.

If you have any questions with the files or the conditions for use, please contact us.

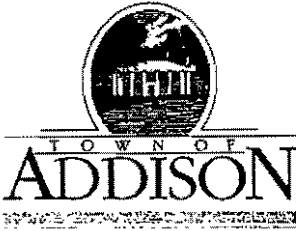
Sincerely,



John W. Birkhoff, P.E.

Enclosure

cc: Mr. Jeff Markiewicz ✓



PUBLIC WORKS DEPARTMENT

Post Office Box 144 Addison, Texas 75001

January 14, 1997

Mr. Larry Wren
Southwestern Bell Telephone
275 North Greenville
Richardson, Texas 75081

Re: Intersection Improvement at Addison Road and Excel Parkway
Town of Addison, Texas

Dear Mr. Wren:

Enclosed is a set of plans for the intersection improvements along Addison Road at Excel Parkway (formerly Bent Tree Plaza). Addison Road will be widened from 44 to 55 feet and left turn lanes will be added. The construction of the improvements will be bid and managed by the Town of Addison. Please review the plans and initiate the design process required to relocate any Southwestern Bell lines from locations of possible conflict with the proposed intersection improvements.

The Town of Addison is in the process of acquiring right-of-way at the Addison Road and Excel Parkway Intersection. You will be notified when we have either the right-of-way or right-of-entry letters.

Once you have identified which facilities will be relocated, please provide us a schedule for the completion of the relocations. Construction is scheduled to begin in April of 1997.

If you have any additional questions please feel free to call me at (972) 450-2860.

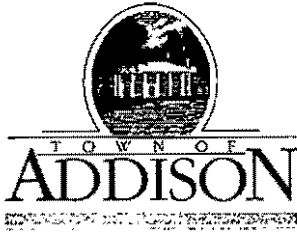
Sincerely,

Jeff Markiewicz
Project Manager

*UTILITY
COMPANY
COORDINATION.*

ADDISON / EXCEL

Call week of 1-27-97



PUBLIC WORKS DEPARTMENT

Post Office Box 144 Addison, Texas 75001

(214) 450-2871

16801 Westgrove

January 14, 1997

Mr. David J. Dillmann
Metropolitan Fiber Systems of Dallas, Inc.
One Dallas Centre
350 North St. Paul, Suite 2950
Dallas, Texas 75201

Re: Intersection Improvement at Addison Road and Excel Parkway
Town of Addison, Texas

Dear Mr. Dillmann:

Enclosed is a set of plans for the intersection improvements along Addison Road at Excel Parkway (formerly Bent Tree Plaza). Addison Road will be widened from 44 to 55 feet and left turn lanes will be added. The construction of the improvements will be bid and managed by the Town of Addison. Please review the plans and initiate the design process required to relocate any MFS Telecom lines from locations of possible conflict with the proposed intersection improvements.

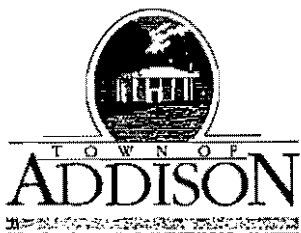
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Once you have identified which facilities will be relocated, please provide us a schedule for the completion of the relocations. Construction is scheduled to begin in April of 1997.

If you have any additional questions please feel free to call me at (972) 450-2860.

Sincerely,

Jeff Markiewicz
Project Manager



PUBLIC WORKS DEPARTMENT

Post Office Box 144 Addison, Texas 75001

(214) 450-2871

16801 Westgrove

January 14, 1997

Mr. Mike L. Hendricks
MCI Metro
2250 Lakeside Blvd.
Richardson, Texas 75082

Re: Intersection Improvement at Addison Road and Excel Parkway
Town of Addison, Texas

Dear Mr. Hendricks:

Enclosed is a set of plans for the intersection improvements along Addison Road at Excel Parkway (formerly Bent Tree Plaza). Addison Road will be widened from 44 to 55 feet and left turn lanes will be added. The construction of the improvements will be bid and managed by the Town of Addison. Please review the plans and initiate the design process required to relocate any MCI Metro lines from locations of possible conflict with the proposed intersection improvements.

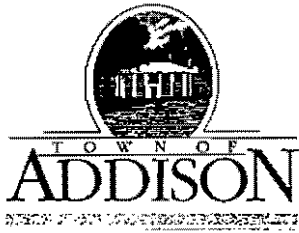
The Town of Addison is in the process of acquiring right-of-way at the Addison Road and Excel Parkway Intersection. You will be notified when we have either the right-of-way or right-of-entry letters.

Once you have identified which facilities will be relocated, please provide us a schedule for the completion of the relocations. Construction is scheduled to begin in April of 1997.

If you have any additional questions please feel free to call me at (972) 450-2860.

Sincerely,

Jeff Markiewicz
Project Manager



PUBLIC WORKS DEPARTMENT

Post Office Box 144 Addison, Texas 75001

(214) 450-2871

16801 Westgrove

January 14, 1997

Mr. Joel Porter
TU Electric
14400 Josey Lane
Farmers Branch, Texas 75234

Re: Intersection Improvement at Addison Road and Excel Parkway
Town of Addison, Texas

Dear Mr. Porter:

Enclosed is a set of plans for the intersection improvements along Addison Road at Excel Parkway (formerly Bent Tree Plaza). Addison Road will be widened from 44 to 55 feet and left turn lanes will be added. The construction of the improvements will be bid and managed by the Town of Addison. Please review the plans and initiate the design process required to relocate any TU Electric lines from locations of possible conflict with the proposed intersection improvements.

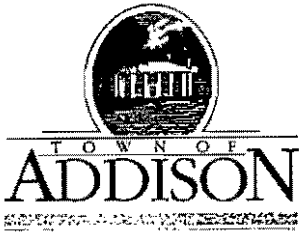
The Town of Addison is in the process of acquiring right-of-way at the Addison Road and Excel Parkway Intersection. You will be notified when we have either the right-of-way or right-of-entry letters.

Once you have identified which facilities will be relocated, please provide us a schedule for the completion of the relocations. Construction is scheduled to begin in April of 1997.

If you have any additional questions please feel free to call me at (972) 450-2860.

Sincerely,

Jeff Markiewicz
Project Manager



PUBLIC WORKS DEPARTMENT

Post Office Box 144 Addison, Texas 75001

(214) 450-2871

16801 Westgrove

January 14, 1997

Mr. Howard Lewis
Lone Star Gas Company
111 Jupiter Road, Suite 118E
Plano, Texas 75074

Re: Intersection Improvement at Addison Road and Excel Parkway
Town of Addison, Texas

Dear Mr. Lewis:

Enclosed is a set of plans for the intersection improvements along Addison Road at Excel Parkway (formerly Bent Tree Plaza). Addison Road will be widened from 44 to 55 feet and left turn lanes will be added. The construction of the improvements will be bid and managed by the Town of Addison. Please review the plans and initiate the design process required to relocate any Lone Star Gas lines from locations of possible conflict with the proposed intersection improvements.

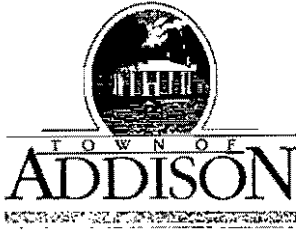
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Once you have identified which facilities will be relocated, please provide us a schedule for the completion of the relocations. Construction is scheduled to begin in April of 1997.

If you have any additional questions please feel free to call me at (972) 450-2860.

Sincerely,

Jeff Markiewicz
Project Manager



PUBLIC WORKS DEPARTMENT

Post Office Box 144 Addison, Texas 75001

(214) 450-2871

16801 Westgrove

January 14, 1997

Mr. Steve Snyder
TCI Cablevision of the Metroplex
934 E. Centerville Rd.
Garland, Texas 75041

Re: Intersection Improvement at Addison Road and Excel Parkway
Town of Addison, Texas

Dear Mr. Snyder:

Enclosed is a set of plans for the intersection improvements along Addison Road at Excel Parkway (formerly Bent Tree Plaza). Addison Road will be widened from 44 to 55 feet and left turn lanes will be added. The construction of the improvements will be bid and managed by the Town of Addison. Please review the plans and initiate the design process required to relocate any TCI Cablevision lines from locations of possible conflict with the proposed intersection improvements.

The Town of Addison is in the process of acquiring right-of-way at the Addison Road and Excel Parkway Intersection. You will be notified when we have either the right-of-way or right-of-entry letters.

Once you have identified which facilities will be relocated, please provide us a schedule for the completion of the relocations. Construction is scheduled to begin in April of 1997.

If you have any additional questions please feel free to call me at (972) 450-2860.

Sincerely,

Jeff Markiewicz
Project Manager

**FIELD NOTE DESCRIPTION
FOR
RIGHT-OF-WAY
ACROSS THE PROPERTY OF**

NORTHERN TRUST BANK OF TEXAS

Being a parcel of land for right-of-way located in the Town of Addison, Texas and in the William Lomax Survey, Abstract No. 792, Dallas County, Texas and being over, under and across a 1.229 acre tract of land, conveyed to Northern Trust Bank of Texas by deed now of record in Volume xxxxx, Page xxx of the Deed Records of Dallas County, Texas, said right-of-way being more particularly described as follows:

BEGINNING at a 3/8 inch iron rod for a corner, said iron rod being the northwest corner of said 1.229 acre tract, said iron rod also being in the east right-of-way of Addison Road, (60 foot right-of-way), said iron rod also being N 0°21'09" W, 122.99 feet from the intersection of the east right-of-line of said Addison Road and the north right-of-way line of Excel Way, (80 foot right-of-way), said iron rod being S 89°40'25" W, 100.00 feet from an reference iron rod located in the north line of said Northern Trust Bank of Texas tract;

THENCE N 89°40'25" E along the north line of said 1.229 tract and along the south line of a tract of land conveyed to Triangle Pacific Addition by deed now of record in Volume 79129, Page 0012 of the Deed Records of Dallas County, Texas for a distance 4.43 feet to a point for a corner;

THENCE S 3°15'42" E, a distance of 60.52 feet to a point for a corner;

THENCE S 0°21'09" E, a distance of 42.30 feet to a point of curvature of a curve to the left, said curve to the left having a central angle of 90°02'16", a radius of 20.00 feet and a chord bearing-distance of S 45°22'17" E, 28.29 feet;

THENCE along said curve, a distance of 31.43 feet to a point for a corner;

THENCE S 0°23'25" E, a distance of 0.22 feet to a point for a corner, said point being in the north right-of-way line of said Excel Way;

THENCE S 89°36'35" W along the north right-of-way line of said Excel Way, a distance of 27.51 feet to a point for a corner, said point being the intersection of the east right-of-way line of said Addison Road, and the north right-of-way line of said Excel Way;

THENCE N 0°21'09" W, along the east right-of-way line of said Addison Road, a distance of 122.99 feet to the POINT OF BEGINNING and containing 920.24 square feet of land.

By _____

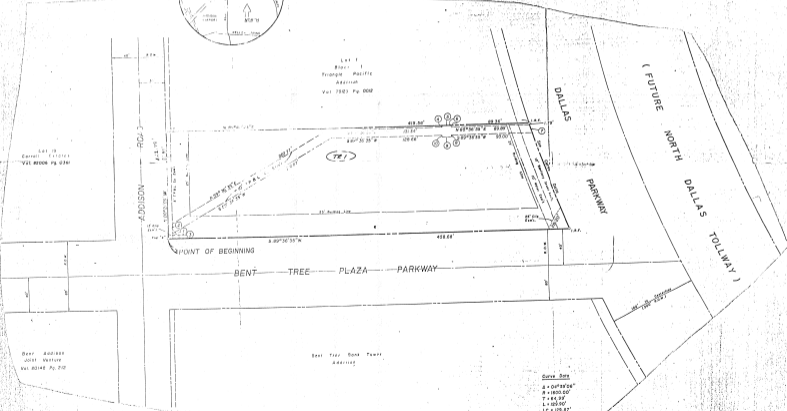
Date _____

DALLAS CENTRAL APPRAISAL DISTRICT PLAT BOOKS

BLOCK _____
 SURVEY Wescom Lotter ARST 792
 SCALE 40 FT. EQUAL 1 INCH
 DRAWN BY R. D. DATE 8-6-86
 UPDATED _____ SUBG. NO. 00370

ADDITION SEPARATE BENT TREE BRICK TOWER 16-2
 CITY ADDISON
 SCHOOL DALLAS
 VOLUME 20112 PAGE 61
 DATE FILED 8-12-86 TAX YEAR 87

1229 Acs



NOTE: ALL UTILITIES PLACED ON THIS TRACT FOR DEVELOPMENT TO BE PLACED IN-OR-OUTSIDE

ADDISON / EXCEL
INTERSECTION.

SHIMEK, JACOBS & FINKLEA, L.L.P.
CONSULTING ENGINEERS

8333 Douglas Avenue, #820 Dallas, Texas 75225-5816 Fax (214) 361-0204 Phone (214) 361-7900

ROSS L. JACOBS, P.E.
RONALD V. CONWAY, P.E.
JOHN W. BIRKHOFF, P.E.
JOE R. CARTER, P.E.
GARY C. HENDRICKS, P.E.
I. C. FINKLEA, P.E.

January 15, 1997

Mr. Jeff Turner
Mesa Design Group
3100 McKinnon, Suite 905, LB-0152
Dallas, Texas 75201

Re: Town of Addison
Excel Parkway/Addison Road
Intersection Improvement

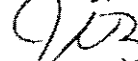
Dear Mr. Turner:

We are enclosing an electronic file of the proposed plan view for the intersection improvements at Excel Parkway and Addison Road in the Town of Addison. It is our understanding that you intend to utilize this electronic file in the preparation of your landscape plan. The enclosed electronic file is being provided to you for your use under the following conditions:

1. The electronic files are compatible with AutoCAD Release 13, operating on an IBM Compatible PC using Microsoft Windows 3.11 or Windows 95.
2. Shimek, Jacobs & Finklea, L.L.P. and the Engineer of Record does not make any warranty as to the compatibility of these files beyond the specified release of the above stated software.
3. Because data stored on electronic media can deteriorate undetected or be modified, MESA DESIGN GROUP agrees that Shimek, Jacobs & Finklea is not and will not be held liable for completeness or correctness of electronic media.
4. The electronic files are instruments of our service. Where there is a conflict between the hard copy drawings and the electronic files, the hard copy files will govern in all cases.
5. The electronic files do not contain professional engineer's seal, handwritten dates or signatures.
6. Any reference to the source of the files shall include the above stated conditions.
7. By use of the provided electronic files, MESA DESIGN GROUP acknowledges and agrees to all of the above stated conditions.

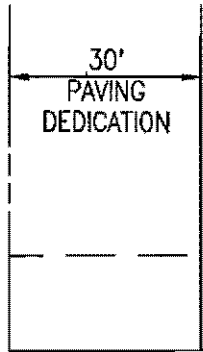
If you have any questions or require clarifications, please contact us.

Sincerely,



John W. Birkhoff, P.E.

cc: Mr. Jeff Markiewicz ✓



THE ATRIUM
VOL. 82006, PG. 0361

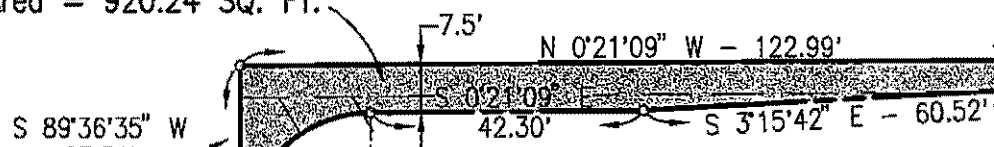
*Check w/
Birkhoff to
make sure
this is latest*

ADDISON ROAD

POINT OF
BEGINNING
N 1000.0000
E 1000.0000

60' R.O.W.

Area = 920.24 SQ. FT.



$\Delta = 90^{\circ}02'16''$
R = 20.00'
T = 20.01'
L = 31.43'
CB=S 45°22'17" E
CD=28.29'

N 89°40'25" E
I.R. 4.43'

TRIANGLE PACIFIC ADDITION
VOL. 79129, PG. 0012

EXIST. T.P.&L.
EASEMENT

WILLIAM LOMAX SURVEY, ABST. NO. 792
DALLAS COUNTY, TEXAS

EXCEL WAY

80' R.O.W.

NORTHERN TRUST BANK
OF TEXAS
VOL. _____, PG. _____

EXIST. T.P.&L.
EASEMENT

S 89°40'25" W - 100.00'

N 1000.5697
E 1099.9984

SCALE: 1=30'

BY _____

DATE _____

TOWN OF ADDISON, TEXAS

NORTHERN TRUST BANK OF TEXAS
RIGHT-OF-WAY PLAT

SHIMEK, JACOBS & FINKLEA, L.L.P.
CONSULTING ENGINEERS

DEC., 1996