

2003 Addison Airport - Gray Estates



MS

# COWLES & THOMPSON

A Professional Corporation

ATTORNEYS AND COUNSELORS



JOHN M. HILL  
214.872.2170  
JHILL@COWLESTHOMPSON.COM

April 7, 2003

**VIA HAND DELIVERY**

Mr. Mike Murphy  
Director of Public Works  
Town of Addison – Service Center  
16801 Westgrove Drive  
Addison, TX 75001-5190

*AIRPORT Lot 1gions  
GET w/ Jim & Steve*

**RE: Survey – Gray Estates**

Dear Mike:

I understand that last week the Town was provided with a copy of a survey of the property being acquired by the Town from the Gray Estates (next to the Airport). That property is described as Lot 1R-1, Block A of the Coil Addition, an addition to the City of Addison, according to the plat recorded in Volume 2002003, Page 103, Map Records, Dallas County, Texas.

We recently received from Republic Title a Title Commitment and the exception documents listed in the Commitment. Attached is a copy of that Commitment. The following exception documents are attached:

1. Restrictive Covenants recorded in Volume 78050, Page 9, Dallas County Deed Records;
2. First Amendment to covenants, conditions, and restrictions (Volume 78157, Page 0026);
3. Supplementary Declaration of Covenants (Volume 81060, Page 0198);
4. Affidavit (Volume 84110, Page 4278);
5. Second Amendment to Covenants (There are a number of these, and a representative sample recorded in Volume 89038, Page 3263 is attached);
6. Third Amendment to Declaration of Covenants (Volume 2000157, Page 00057);



April 7, 2003  
Page 2

7. Fourth Amendment to Covenants (Volume 2001252, Page 08934; this Fourth Amendment appears to directly affect the property);
8. Plat recorded in Volume 2002003, Page 103, map records of Dallas County, Texas;
9. Easement granted by Beltwood North Ventrue to Brazos Electric Cooperative, Inc. filed 02/20/1980, recorded in Volume 80037, Page 22, Deed Records of Dallas County, Texas (also filed 11/02/1992, recorded in Volume 92214, Page 5637).

Also included is a copy of the deed to William Gray and a copy of a previous plat of the property.

These documents need to be reviewed in order to determine if they effect the Survey.

Very truly yours,

John M. Hill

JMH/yjr  
Enclosures

cc: Mr. Chris Terry (w/o Enclosures)  
Mr. Mark Acevedo (w/o Enclosures)  
Mr. Ken Dippel (w/o Enclosures)

COMMITMENT FOR TITLE INSURANCE

Issued by.

*First American Title Insurance Company*

THE FOLLOWING COMMITMENT FOR TITLE INSURANCE IS NOT VALID UNLESS YOUR NAME AND THE POLICY AMOUNT ARE SHOWN IN SCHEDULE A, AND OUR AUTHORIZED REPRESENTATIVE HAS COUNTERSIGNED BELOW.

We, First American Title Insurance Company, will issue our title insurance policy or policies (the Policy) to You (the proposed insured) upon payment of the premium and other charges due, and compliance with the requirements in Schedule B and Schedule C. Our Policy will be in the form approved by the Texas Department of Insurance at the date of issuance, and will insure your interest in the land described in Schedule A. The estimated premium for our Policy and applicable endorsements is shown on Schedule D. There may be additional charges such as recording fees, and expedited delivery expenses.

This Commitment ends ninety (90) days from the effective date, unless the Policy is issued sooner, or failure to issue the Policy is our fault. Our liability and obligations to you are under the express terms of this Commitment and end when this Commitment expires.

In witness whereof, the Company has caused this commitment to be signed and sealed as of the effective date of commitment as shown in Schedule A, the commitment to become valid and binding only when countersigned by an authorized signatory.

ATTEST

*First American Title Insurance Company*



*Mark A. Aronson*

Secretary

ISSUING AGENT



REPUBLIC TITLE

2626 Howell Street, 10th Floor  
Dallas, Texas 75204

(214) 855-8888 Fax (214) 855-8848

By: *Gary L. Keruett*  
PRESIDENT

*James P. Lewis*

Authorized Signature

CONDITIONS AND STIPULATIONS

1. If you have actual knowledge of any matter which may affect the title or mortgage covered by this Commitment, that is not shown in Schedule B, you must notify us in writing. If you do not notify us in writing, our liability to you is ended or reduced to the extent that your failure to notify us affects our liability. If you do notify us, or we learn of such matter, we may amend Schedule B, but we will not be relieved of liability already incurred.

2. Our liability is only to you, and others who are included in the definition of Insured in the Policy to be issued. Our liability is only for actual loss incurred in your reliance on this Commitment to comply with its requirements or to acquire the interest in the land. Our liability is limited to the amount shown in Schedule A of this Commitment and will be subject to the following terms of the Policy: Insuring Provisions, Conditions and Stipulations, Exceptions and Exclusions.

## TEXAS TITLE INSURANCE INFORMATION

Title insurance insures you against loss resulting from certain risks to your title.

The Commitment for Title Insurance is the title insurance company's promise to issue the title insurance policy. The Commitment is a legal document. You should review it carefully to completely understand it before your closing date.

El seguro de título le asegura en relación a pérdidas resultantes de ciertos riesgos que pueden afectar el título de su propiedad.

El Compromiso para Seguro de Título es la promesa de la compañía aseguradora de títulos de emitir la póliza de seguro de título. El Compromiso es un documento legal. Usted debe leerlo cuidadosamente y entenderlo completamente antes de la fecha para finalizar su transacción.

Your Commitment for Title Insurance is a legal contract between you and us. The Commitment is not an opinion or report of your title. It is a contract to issue you a policy subject to the Commitment's terms and requirements.

Before issuing a Commitment for Title Insurance (the Commitment) or a Title Insurance Policy (the Policy), the Title Insurance Company (the Company) determines whether the title is insurable. This determination has already been made. Part of that determination involves the Company's decision to insure the title except for certain risks that will not be covered by the Policy. Some of these risks are listed in Schedule B of the attached Commitment as Exceptions. Other risks are stated in the Policy as Exclusions. These risks will not be covered by the Policy.

Another part of the determination involves whether the promise to insure is conditioned upon certain requirements being met. Schedule C of the Commitment lists these requirements that must be satisfied or the Company will refuse to cover them. You may want to discuss any matters shown in Schedules B and C of the Commitment with an attorney. These matters will affect your title and your use of the land.

When your Policy is issued, the coverage will be limited by the Policy's Exceptions, Exclusions and Conditions, defined below.

— **EXCEPTIONS** are title risks that a Policy generally covers but does not cover in a particular instance. Exceptions are shown on Schedule B or discussed in Schedule C of the Commitment. They can also be added if you do not comply with the Requirements section of the Commitment. When the Policy is issued, all Exceptions will be on Schedule B of the Policy.

— **EXCLUSIONS** are title risks that a Policy generally does not cover. Exclusions are contained in the Policy but not shown or discussed in the Commitment.

— **CONDITIONS** are additional provisions that qualify or limit your coverage. Conditions include your responsibilities and those of the Company. They are contained in the Policy but not shown or discussed in the Commitment. The Policy Conditions are not the same as the Commitment Conditions.

You can get a copy of the policy form approved by the State Board of Insurance by calling the Title Insurance Company at 1-800-347-7826 or by calling the title insurance agent that issued the Commitment. The State Board of Insurance may revise the policy form from time to time.

You can also get a brochure that explains the policy from the Texas Department of Insurance by calling 1-800-252-3439.

Before the Policy is issued, you may request changes in the policy. Some of the changes to consider are:

—Request amendment of the "area and boundary" exception (Schedule B, paragraph 2). To get this amendment, you must furnish a survey and comply with other requirements of the Company. On the Owner Policy, you must pay an additional premium for the amendment. If the survey is acceptable to the Company and if the Company's other requirements are met, your Policy will insure you against loss because of discrepancies or conflicts in boundary lines, encroachments or protrusions, or overlapping of improvements. The Company may then decide not to insure against specific boundary or survey problems by making special exceptions in the Policy. Whether or not you request amendment of the "area and boundary" exception, you should determine whether you want to purchase and review a survey if a survey is not being provided to you.

—Allow the Company to add an exception to "rights of parties in possession." If you refuse this exception, the Company or the title insurance agent may inspect the property. The Company may except to and not insure you against the rights of specific persons, such as renters, adverse owners or easement holders who occupy the land. The Company may charge you for the inspection. If you want to make your own inspection, you must sign a Waiver of Inspection form and allow the Company to add this exception to your Policy.

The entire premium for a Policy must be paid when the Policy is issued. You will not owe any additional premiums unless you want to increase your coverage at a later date and the Company agrees to add an Increased Value Endorsement.

**COMMITMENT:**

1 COMMITMENT NUMBER  
2 PROPERTY TYPE  
3 COUNTY

4 PURCHASE PRICE  
5  
6 LOAN AMOUNT

7 EFFECTIVE DATE  
8  
9

01-03-25-200			15,000.00		\$	03/04/2003		
1	2	3	4	5	6	7	8	9

FIRST AMERICAN TITLE INSURANCE COMPANY  
SCHEDULE A

Effective Date: March 4, 2003 GF No. 03R06947 SJ6  
Commitment No. 01-03-25-2003, issued March 25, 2003, 03:00 PM.

1. The policy or policies to be issued are:

(a) OWNER POLICY OF TITLE INSURANCE (Form T-1) \$ 15,000.00  
(Not applicable for improved one-to-four family residential real estate)  
Proposed Insured:  
TOWN OF ADDISON

(b) TEXAS RESIDENTIAL OWNER POLICY OF TITLE INSURANCE \$  
-- ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)  
Proposed Insured:

(c) MORTGAGEE POLICY OF TITLE INSURANCE (Form T-2) \$  
Proposed Insured:

Proposed Borrower:

(d) TEXAS SHORT FORM RESIDENTIAL MORTGAGEE POLICY OF TITLE INSURANCE (Form T-2R) \$  
Proposed Insured:

Proposed Borrower:

(e) MORTGAGEE TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13) \$  
Proposed Insured:

Proposed Borrower:

(f) OTHER \$  
Proposed Insured:

REPUBLIC TITLE OF TEXAS, INC.

*Janine N. Barber*  
JANINE BARBER, SENIOR VICE PRESIDENT  
Authorized Signatory

Countersigned at DALLAS, TEXAS.

FIRST AMERICAN TITLE INSURANCE COMPANY

01-03-25-2003

SCHEDULE A

2. The interest in the land covered by this Commitment is:

FEE SIMPLE

3. Record title to the land on the Effective Date appears to be vested in:

WILLIAM L. GRAY

4. Legal description of land:

Being Lot 1R-1, Block A of THE COIL ADDITION, an Addition to the City of Addison, Dallas County, Texas, according to the Plat thereof recorded in Volume 2002003, Page 103, Map Records, Dallas County, Texas.

Exhibit A

GF-Number 03R06947

NOTE: The Company is prohibited from insuring the area or quantity of the land described herein. Any statement in the above legal description of the area or quantity of land is not a representation that such area or quantity is correct, but is made only for informational and/or identification purposes and does not override Item 2 of Schedule B hereof.



FIRST AMERICAN TITLE INSURANCE COMPANY

COMMITMENT FOR TITLE INSURANCE NO. 01-03-25-2003

**SCHEDULE B**

EXCEPTIONS FROM COVERAGE

In addition to the Exclusions and Conditions and Stipulations, your Policy will not cover loss, costs, attorney's fees and expenses resulting from:

1. The following restrictive covenants of record itemized below (We must either insert specific recording data or delete this exception): See \* Below.
2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements. May be amended to read Shortages in Area in owner policy upon receipt of approved survey and additional premium, no charge for amendment in mortgagee policy.
3. Homestead or community property or survivorship rights, if any, of any spouse of any insured. (Applies to the Owner Policy only.)
4. Any titles or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities:
  - a. to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or
  - b. to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or
  - c. to filled-in lands, or artificial islands, or
  - d. to statutory water rights, including riparian rights, or
  - e. to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area.(Applies to the Owner Policy only.)
5. Standby fees, taxes and assessments by any taxing authority for the year 2003, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year. (If Texas Short Form Residential Mortgagee Policy (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year 2003 and subsequent years.")
6. The terms and conditions of the documents creating your interest in the land.
7. Materials furnished or labor performed in connection with planned construction before signing and delivering the lien document described in Schedule A, if the land is part of the homestead of the owner. (Applies to the Mortgagee Title Policy binder on Interim Construction Loan only, and may be deleted if satisfactory evidence is furnished to us before a binder is issued.)
8. Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage. (Applies to Mortgagee Policy (T-2) only.)
9. The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential Mortgagee Policy (T-2R). (Applies to Texas Short Form Residential Mortgagee Policy (T-2R) only. Separate exceptions 1 through 8 of this Schedule B do not apply to the Texas Short Form Residential Mortgagee Policy (T-2R).)
10. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception.):
  - \* Restrictive Covenants:  
Restrictive covenants recorded in Volume 78050, Page 9, Deed Records of Dallas County, Texas. As affected by instruments recorded in Volume 78157,

(CONTINUED ON NEXT PAGE)

## SCHEDULE B PAGE 2

Page 26, Volume 81060, Page 198, Volume 84110, Page 4278, Volume 89038, Pages 3263, 3268, 3273, 3278, 3283, 3288, 3293, 3300, 3305, 3310, 3315, 3320, 3325, 3330, 3335, 3340, 3345, 3350, 3364, 3369, 3374, 3379, 3384, 3389, 3394, 3399, 3404, 3049 and 3414, Volume 89044, Page 3, Volume 2000157, Page 57 and Volume 2001252, Page 8934, Deed Records, Dallas County, Texas. Any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c), is deleted. [9]

- a. 30' building line, 23' T.U. Electric easement, 10' drainage and utility easement and 7.5' utility easement as shown on the plat recorded in Volume 2002003, Page 103, Map Records of Dallas County, Texas. [4]
- b. Easement granted by Beltwood North Ventrue to Brazos Electric Power Cooperative, Inc., filed 02/20/1980, recorded in Volume 80037, Page 22, Deed Records of Dallas County, Texas. Said easement also filed 11/02/1992, recorded in Volume 92214, Page 5637, Deed Records, Dallas County, Texas. [5]
- c. Rights of parties in possession and rights of tenants under any unrecorded leases or rental agreements. (may be amended or deleted upon execution of affidavit with respect to parties in possession and tenants at closing.) [1]
- d. All visible and apparent easements or uses and all underground easements or uses, the existence of which may arise by unrecorded grant or by use. (May be amended or deleted upon approval of current survey.) [2]
- e. Rights, if any, of third parties with respect to any portion of the subject property lying within the boundaries of a public or private road. (May be amended or deleted upon approval of current survey.) [3]

FIRST AMERICAN TITLE INSURANCE COMPANY

COMMITMENT FOR TITLE INSURANCE NO. 01-03-25-2003

SCHEDULE C

Your Policy will not cover loss, costs, attorneys fees, and expenses resulting from the following requirements that will appear as Exceptions in Schedule B of the Policy, unless you dispose of these matters to our satisfaction, before the date the Policy is issued:

1. Documents creating your title or interest must be approved by us and must be signed, notarized and filed for record.
2. Satisfactory evidence must be provided that:
  - no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A,
  - all standby fees, taxes, assessments and charges against the property have been paid,
  - all improvements or repairs to the property are completed and accepted by the owner, and that all contractors, subcontractors, laborers and suppliers have been fully paid, and that no mechanic's, laborer's or materialmen's liens have attached to the property,
  - there is legal right of access to and from the land,
  - (on a Mortgagee Policy only) restrictions have not been and will not be violated that affect the validity and priority of the insured mortgage.
3. You must pay the seller or borrower the agreed amount for your property or interest.
4. Any defect, lien or other matter that may affect title to the land or interest insured, that arises or is filed after the effective date of this Commitment.
5. With respect to item 2 of Schedule C above, the Company will not except in any policies to be issued pursuant to this commitment to 'Lack of a right of access to and from the land'. [7]
6. Ascertain marital and homestead status of record owner(s). If homestead, require joinder of spouse. [8]
7. Deed of Trust from WILLIAM L. GRAY to LARRY A. MILLER, Trustee, dated 01/08/2002, filed 01/16/2002, recorded in Volume 2002011, Page 106711, Deed of Trust Records of Dallas County, Texas, securing a note in the principal sum of \$350,000.00, payable to NORTH DALLAS BANK & TRUST CO., and securing other indebtedness as described therein, if any. Additionally secured by a Vendor's Lien retained in Deed filed 01/16/2002, recorded in Volume 2002011, Page 10667, Deed Records, Dallas County, Texas. Said note further secured by Assignment of Rents and Leases filed 01/16/2002, recorded in Volume 2002011, Page 10680, Deed Records, Dallas County, Texas. [6]
8. We find numerous liens filed against William Gray and similar names. We require that the Seller provide us with his Social Security Number and residence for the past 10 years for further review. The Company reserves the right to revise this title commitment after being provided this information. [19]

FIRST AMERICAN TITLE INSURANCE COMPANY

SCHEDULE D

No: 01-03-25-2003 Page 1  
GF-Number: 03R06947

The following disclosures are made pursuant to Procedural Rule P-21 promulgated by the State Board of Insurance:

You are entitled to receive advance disclosure of settlement charges in connection with the proposed transaction to which this Commitment relates. Upon your request, such disclosure will be made to you. Additionally, the name of any person, firm, or corporation receiving any sum from the settlement of this transaction will be disclosed on the closing or settlement statement.

You are further advised that the estimated title premium \* is:

Owner Policy	\$	290.00
Mortgagee Policy	\$	
Endorsement charges	\$	
Total	\$	290.00

Of this amount: 15.000% will be paid to the policy issuing Title Insurance Company; 85.000% will be retained by the issuing Title Insurance Agent; and the remainder of the estimated premium will be paid to other parties as follows: none to other parties

\* The estimated premium is based upon information furnished us as of the date of this Commitment for Title Insurance. Final determination of the amount of premium will be made at closing in accordance with the Rules and Regulations adopted by the State Board of Insurance.

UNDERWRITER

First American Title Insurance Company, A California Corporation  
(wholly owned subsidiary of a public company).

DIRECTORS:

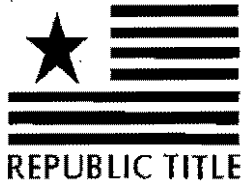
Gary J. Beban, J. David Chatham, William G. Davis, Craig I. DeRoy,  
James L. Doti, Lewis W. Douglas, Jr., Paul B. Fay, Jr.,  
Donald P. Kennedy, Parker S. Kennedy, Gary L. Kermott, Thomas A. Klemens,  
John W. Long, Herbert B. Tasker, Frank E. O'Bryan, James M. Orphanides,  
Roslyn B. Payne, D. Van Skilling, Virginia M. Ueberroth, Martin R. Wool

OFFICERS:

Chairman of the Board: Parker S. Kennedy; Vice Chairman of the Board:  
Donald P. Kennedy; President: Gary Lewis Kermott; Vice President: Thomas A.  
Klemens; Vice President, Secretary, Corporate Counsel: Mark R. Arnesen;  
Vice President, General Counsel: Timothy P. Sullivan; Vice President, Chief  
Financial Officer: John R. Thoma; Regional Vice President: Tom E. Blackwell

DIRECT OPERATIONS:

Republic Title of Texas, Inc. (Dallas, TX)  
William A. Kramer, Chairman of the Board  
Ward Williford, Vice Chairman  
Paul A. Pulliam, Chief Executive Officer  
David A. Shuttee, President and Chief Operating Officer  
Dennis Eastland, Secretary/Treasurer



# REPUBLIC TITLE OF TEXAS, INC.

a Subsidiary of



## PRIVACY POLICY of Republic Title of Texas, Inc. and its underwriters,

First American Title Insurance Company, Chicago Title Insurance Company, Lawyers Title Insurance Corporation,  
Title Insurance Company of America (TICA), Ticor Title Insurance Company, Commonwealth Land Title Insurance Company,  
Old Republic National Title Insurance Company

### We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our parent company, The First American Corporation, and advice from our other underwriters, we have adopted this Privacy Policy to govern the use and handling of your personal information.

### Applicability

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American and our other underwriters have also adopted broader guidelines that govern our use of personal information regardless of its source. First American, for example calls these guidelines its *Fair Information Values*, a copy of which can be found on our website at [www.firstam.com](http://www.firstam.com). We refer to this definition on behalf of our other underwriters who can be contacted for their similar guidelines which have a different name.

### Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

### Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

### Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

### Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and *Fair Information Values* and similar guidelines of our other underwriters. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

**Note:** The above Privacy Policy applies to individuals who obtain from Republic Title or any of its underwriters a financial service or product that is to be used primarily for personal family or household purposes.

**IMPORTANT NOTICE**

**FOR INFORMATION, OR  
TO MAKE A COMPLAINT  
CALL OUR TOLL-FREE TELEPHONE NUMBER**

**1-800-347-7826**

**ALSO  
YOU MAY CONTACT  
THE TEXAS DEPARTMENT  
OF INSURANCE AT**

**1-800-252-3439**

to obtain information on:

1. filing a complaint against an insurance company or agent,
2. whether an insurance company or agent is licensed,
3. complaints received against an insurance company or agent,
4. policyholder rights, and
5. a list of consumer publications and services available through the Department.

**YOU MAY ALSO WRITE TO  
THE TEXAS DEPARTMENT OF INSURANCE  
P. O. BOX 149104  
AUSTIN, TEXAS 78714-9104  
FAX NO. (512) 305-7426**

**AVISO IMPORTANTE**

**PARA INFORMACION, O  
PARA SOMETER UNA QUEJA  
LLAME AL NUMERO GRATIS**

**1-800-347-7826**

**TAMBIEN  
PUEDE COMUNICARSE CON  
EL DEPARTAMENTO DE SEGUROS  
DE TEXAS AL**

**1-800-252-3439**

para obtener información sobre:

1. como someter una queja en contra de una compañía de seguros o agente de seguros,
2. si una compañía de seguros o agente de seguros tiene licencia,
3. quejas recibidas en contra de una compañía de seguros o agente de seguros,
4. los derechos del asegurado, y
5. una lista de publicaciones y servicios para consumidores disponibles a través del Departamento.

**TAMBIEN PUEDE ESCRIBIR AL  
DEPARTAMENTO DE SEGUROS DE TEXAS  
P. O. BOX 149104  
AUSTIN, TEXAS 78714-9104  
FAX NO. (512) 305-7426**

DFNT 28016SD22.TM. DW. FF \$13.00

GENERAL WARRANTY DEED  
(With Vendor's Lien in Favor of Third Party)

Date: DECEMBER 26, 2001

Grantor: JOHN COIL

1676682

Grantee: WILLIAM L. GRAY

01/16/02 30.12% \$13.00  
Deed

Consideration:

Cash and other good and valuable consideration to Grantor paid by Grantee, the receipt and sufficiency of which are hereby acknowledged, AND the further consideration of the execution and delivery by Grantee of one certain promissory note (the "Note") of even date herewith, payable to the order of NORTH DALLAS BANK & TRUST CO. (hereinafter called "Mortgagee"), in the original principal sum of THREE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$350,000.00), as therein provided and bearing interest at the rate therein specified, and containing certain acceleration of maturity clauses in case of default, attorney's fees, collection and other clauses as therein specified. The Note is secured by the Vendor's Lien and Superior Title herein retained and assigned to Mortgagee, and by the liens created in a Deed of Trust of even date herewith executed by Grantee conveying the Property in trust to LARRY A. MILLER, Trustee; and in consideration of the Mortgagee advancing the sum of the Note as part of the payment of the purchase price of the Property, Grantor hereby transfers, assigns and conveys unto Mortgagee without recourse the Vendor's Lien and Superior Title herein retained and reserved against the Property, in the same manner and to the same extent as if the Note had been executed in Grantor's favor, thereby subrogating the Mortgagee to all the rights and remedies of Grantor in the Property by virtue of said lien.

Property (including any improvements):

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Reservations From and Exceptions to Conveyance and Warranty:

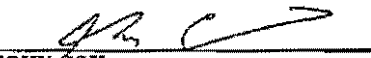
All and singular any liens securing payment of any debt created in connection herewith and described herein; ad valorem taxes for the current and all subsequent years; all valid restrictions; covenants; easements; all outstanding mineral reservations, rights and royalties, if any, shown of record in the above mentioned county and state; to all zoning laws, regulations and ordinances of municipal and/or other governmental authorities, if any.

Grantor, for the Consideration and subject to the Reservations From and Exceptions to Conveyance and Warranty, GRANTS, SELLS, AND CONVEYS to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, TO HAVE AND TO HOLD IT to Grantee, Grantee's heirs, executors, administrators, successors and assigns forever. Grantor hereby binds Grantor and Grantor's heirs, executors, administrators, successors to WARRANT AND FOREVER defend all and singular the Property to Grantee and Grantee's heirs, executors, administrators, successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations From and Exceptions to Conveyance and Warranty.

1-16-2002

It is expressly agreed and stipulated that a vendor's lien as well as the superior title to the Property are retained until the above described promissory note and all interest thereon are fully paid according to the terms thereof, when this deed shall become absolute.

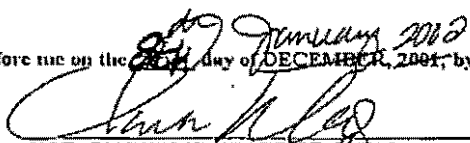
When the context requires, singular nouns and pronouns include the plural.

  
\_\_\_\_\_  
JOHN COIL

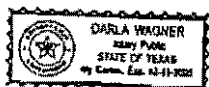
ACKNOWLEDGMENT

STATE OF TEXAS  
COUNTY OF COLLIN

This instrument was acknowledged before me on the <sup>10<sup>th</sup></sup> ~~20<sup>th</sup>~~ day of ~~DECEMBER~~, 2001, by JOHN COIL.

  
\_\_\_\_\_  
NOTARY PUBLIC, STATE OF TEXAS

[Seal]



AFTER RECORDING, RETURN ORIGINAL TO:  
and, GRANTEE MAILING ADDRESS:

WILLIAM L. GRAY

P.O. Box 736  
Addicks, Tx 75011



**EXHIBIT "A"**

BEING Lot 1R-1, Block A of THE COIL ADDITION, an Addition to the City of Addison, Dallas County, Texas, according to the Map thereof recorded in Volume 2002003, Page 00103 of the Map Records of Dallas County, Texas.

20020110669

COUNTY CLERK, DALLAS COUNTY, TEXAS

*Erin Burlock*



JAN 16 2002

any person or persons who within the term, month, or year of the  
department and county records of each of such is hereby and  
certified that the same are correct and true.  
STATE OF TEXAS  
COUNTY OF DALLAS  
I hereby certify that the foregoing was filed on the date and time  
stated herein and that the same are correct and true and that  
copies of the same are on file in the office of the County Clerk  
of the County of Dallas, Texas.  
Erin Burlock  
County Clerk

ERIN BURLOCK  
COUNTY CLERK  
DALLAS COUNTY  
2002 JAN 16 AM 10:20

FILED

07901110202

RESTRICTIONS

DEED RECORD

DECLARATIONS OF COVENANTS, CONDITIONS, AND RESTRICTIONS

FOR

BELTWOOD NORTH BUSINESS PARK

THIS DECLARATION, made this 1st day of December, A.D., 1977, by BELTWOOD NORTH JOINT VENTURE ("Declarant"), having its principal place of business in the City of Dallas, State of Texas.

W I T N E S S E T H :

Declarant is the owner of that certain tract of land (the "Property" hereafter) lying and being situated in the City of Carrollton, Dallas County, Texas, and more particularly described on Exhibit "A" attached hereto and made a part hereof for all purposes.

Declarant desires to subject the Property, together with such additions as may hereafter be made thereto (as provided in Article V hereafter) to the covenants, conditions, restrictions, and easements hereinafter set forth, each and all of which is and are for the benefit of the Property and each owner thereof.

NOW, THEREFORE, Declarant declares that the Property, and such additions thereto as may hereafter be made pursuant to Article V hereof, is and shall be held, transferred, improved, sold, conveyed, and occupied subject to the covenants, conditions, restrictions, and easements (sometimes collectively referred to as the "Covenants and Restrictions") hereinafter set forth.

ARTICLE I

DEFINITIONS

The following words when used in this Declaration or any supplemental declaration (unless the context shall prohibit) shall have the following meanings:

VOL PAGE  
74050 0009

3-14-78

(a) "Declarant" shall mean and refer to CONNELL-DOOLEY ROAD JOINT VENTURE, and any assignee who shall receive by assignment from the said CONNELL-DOOLEY ROAD JOINT VENTURE all, or a portion, of its rights hereunder as such Declarant, by an instrument expressly assigning such rights as Declarant to such assignee.

(b) "Properties" shall mean and refer to those certain tracts of land hereinbefore described as the Property and such additions thereto as may hereafter become subject to this Declaration as hereinafter provided.

(c) "Lot" shall mean and refer to any plot or tract of land shown on any recorded subdivision map of the Properties, together with any and all improvements that are now or may hereafter be placed or constructed thereon.

(d) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interests merely as security for the performance of an obligation.

## ARTICLE II

### USE OF LOTS AND THE PROPERTIES - PROTECTIVE COVENANTS

The Properties ( and each Lot situated therein ) shall be occupied and used as follows:

Section 1. Zoning Restrictions. No Lot shall be used for any purpose other than those uses permitted under City of Carrollton I Zoning in effect on the date hereof, or if such zoning designation should be changed at any time in the future, to any use substantially similar to that permitted under such I Zoning on the date hereof.

Section 2. Industrial, Commercial, and Warehousing Purposes Only. Each Lot shall be used exclusively for industrial, commercial and/or warehousing purposes. No Lot shall be used for any purpose or business which (i) increases the fire hazard to adjoining properties; (ii) is dangerous, constitutes a nuisance, or causes the

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emission of dust, odor, gases, smoke, fumes or noise which is or may be injurious to persons working on, or products manufactured or stored on, adjoining properties; or (iii) is in violation of the laws or ordinances of the United States, State of Texas, or any other governmental agency having jurisdiction to regulate the land use of the Properties.

Section 3. Building Materials. Each building constructed or placed upon each Lot shall be construction of at least 95% masonry exterior building materials (exclusive of exterior glass surfaces), or equivalent or better materials; provided that no building or other structure shall be constructed or placed upon any Lot which has sheet aluminum, iron, steel, corrugated aluminum and/or asbestos exterior building materials. The front and side (to a depth from the front wall of not less than ten (10) feet) exterior walls of all buildings or other structures constructed or placed on any Lot shall be covered with face brick, or equivalent or better veneer materials. Each wall facing a street shall be considered a front wall. The exterior finish of the remainder of the side and rear walls of each building shall be common brick, or equivalent or better veneer materials.

Section 4. Sideline and Front Line Setback Restrictions. No building or other structure shall be constructed or placed on any Lot nearer than 30 feet to any front or side street line within the Park. No parking areas shall be constructed within the thirty foot set-back along Midway Road.

Section 5. Signs. No sign of any kind or character whatsoever shall be displayed to the public view on or from any part of the Properties without the prior written approval of the Architectural Control Board, except the following:

- (1) Signs temporarily used by Declarant or any Owner in the development and sale, or in the leasing, of any Lot or improvement situated thereon.

Section 6. Waste. No Lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. Waste of any nature shall not be kept on any Lot except in sanitary containers not exposed to the public view.

Section 7. Hedges and Shrubs. No hedge or shrub

which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 20 feet from the intersection of the street right of way lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight line limitations shall apply to any lot within 10 feet of the intersection of a driveway with a public street. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

Section 8. Storage of Materials. No articles, goods,

or materials of any kind or character shall be kept or stored in the open or exposed to public view. When necessary to store or keep such materials in the open, the area of any lot used for such storage shall be (i) fenced with a screening fence at least six (6) feet in height, but not less than the height of the material stored, and (ii) located in the rear two-thirds of the lot. All storage areas shall be placed so as to conform with the building line restrictions set forth in Section 4 of Article II of these Covenants and Restrictions.

Section 9. Loading Docks. No loading dock shall be

constructed facing Midway Road. Buildings constructed on other streets may have loading docks or parts thereof facing the street provided said dock is a minimum of one hundred (100) feet from the property line.

Section 10. Safe Condition - Compliance with Regulations.

Each Owner of a lot shall at all times keep such lot in a safe, clean, wholesome condition and comply in all respects with all government, health, fire, and police requirements and regulations; and such Owner shall remove at his or its own expense any rubbish of any character whatsoever which may accumulate on such lot. This includes the maintenance of all grassed and landscaped areas. In the event any Owner shall fail to comply with any or all the terms of this covenant, then the Architectural Control Board (provided in Article III hereafter) and

its agents shall have the right, privilege and license to enter upon such premises without liability for any manner of trespass and make any and all corrections or improvements that may be necessary to meet the terms of this covenant and to charge such owner the expenses incurred in doing so, including all damages, costs, court costs, and attorneys' fees which the Architectural Control Board may incur in connection therewith.

Section 11. Parking Facilities. No Owner of any Lot shall permit his or its employees, tenants, customers or invitees, or the employees, customers, and invitees of his or its tenants, to park on public streets within the Properties, and it shall be the responsibility of each Owner, his or its successors or assigns, or other persons holding under them to provide adequate off-street parking facilities for employees, tenants, customers and invitees on his or its Lot as follows:

(i) A number of passenger cars parking spaces shall be provided for as required by the applicable City of Carrollton Ordinance for the intended use of such Lot.

(ii) Parking areas must be paved with all-weather surface (asphalt or concrete).

Section 12. Curb Cuts. Curb cuts shall be no wider than thirty-five (35) feet or that allowed by the City of Carrollton whichever is smaller.

Section 13. Care of Grounds. The Owner of each Lot upon which improvements have been constructed shall take good care of and maintain the yard and other grounds on such Lot, shall plant grass on all front yard areas on such Lot not used for drives, and shall install an underground water sprinkler system on all of the front yard area of such Lot not used for drives.

ARTICLE III

ARCHITECTURAL CONTROL BOARD

Section 1. The Board. There is hereby created an Architectural Control Board (the "Board") to be composed of:

CONNELL DEVELOPMENT CO.

to provide for architectural control and design for the Properties and to have and exercise the other powers granted to it hereunder. The Board may designate a representative or representatives to act for it. During such time as Declarant owns a beneficial interest in any land within the Properties, Declarant shall have sole authority to change the membership of the Board.

Section 2. Architectural Control. Anything contained in the foregoing Sections of Article II to the contrary notwithstanding, no construction or erection of buildings, exterior additions or alterations to any building or enclosures situated upon any Lot, nor construction or erection of or changes or additions in parking facilities, fences, hedges, walls and other structures shall be commenced, erected or maintained until (i) a preliminary sketch showing the basic plan and general specifications of same shall have been submitted to and approved by the Board, and (ii) the final plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design, appearance, and location in relation to surrounding structures and topography by the Board, or by one or more representatives appointed by the Board. Duplicate copies of the plans, specifications and drawings shall be furnished by the Owner to the Board and retained by the Board. In the event the Board, or its designated representatives, fail to approve or disapprove such design and location within sixty (60) days after the said plans, specifications, and drawings have been submitted to it, approval will not be required and this Section 2 of Article III will be deemed to have been duly complied with. There will be no alterations, additions, or changes in use of any building or structure once constructed on the site unless approved by the Board.



Neither the members of the Board nor its designated representatives shall be entitled to compensation for, or be liable for damages, claims or causes of actions arising out of, services performed pursuant to this Article.

#### ARTICLE IV

##### EASEMENTS

Easements for installation, maintenance, repair and removal of (i) railroad tracks and facilities, and (ii) utilities, drainage facilities and floodway easements are reserved by Declarant as shown on the recorded plat of the Properties. Full rights of ingress and egress shall be had by Declarant at all times over the Properties for the installation, operation, maintenance, repair or removal of any such track, facility, or utility together with the right to remove any obstruction that may be placed in such easement, or with the use, maintenance, operation, or installation thereof.

#### ARTICLE V

##### ADDITIONS TO THE PROPERTY

Additional lands may become subject to this Declaration in the following manner. If Declarant is the owner of any property which it desires to add to the scheme of this Declaration, it may do so by filing of record a supplementary Declaration of Covenants, Conditions, and Restrictions of this Declaration of such property. PROVIDED HOWEVER that such Supplementary Declaration may contain such complementary additions and modifications of the Covenants and Restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the scheme of this Declaration. In no event, however, shall such Supplementary Declaration modify or add to the covenants established by this Declaration for the Property.

VOL. PAGE  
78050 0018

ARTICLE VI

GENERAL PROVISIONS

Section 1. Duration and Enforceability. The

Covenants and Restrictions of this Declaration shall run with and bind the Properties subject to this Declaration, and shall inure to the benefit of and be enforceable by Declarant and/or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of forty (40) years from the date that this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the Owners has been recorded, agreeing to abolish the Covenants and Restrictions or to change the Covenants and Restrictions in whole or in part; provided, however, that no such agreements to change shall be effective unless made and recorded thirty (30) days in advance of the effective date of such change; and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken, provided further, that no such agreements to change shall be applicable to existing buildings on the Properties unless such instrument is signed by all of the then Owners of the Properties.

Section 2. Enforcement. Enforcement of these Covenants

and Restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate them; and failure by Declarant or any Owner to enforce any covenant or restriction therein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 3. Severability. Invalidation of any one of

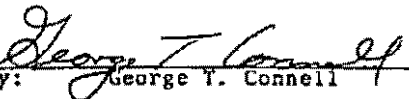
these Covenants or Restrictions by judgement of court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 4. Headings. The headings contained in this


Declaration are for reference purposes only and shall not in any way affect the meaning or interpretation of this Declaration.

Section 5. Amendments. Except as provided in Section I of this Article, the Covenants and Restrictions of this Declaration may be abolished, amended and/or changed in whole or in part, only with the consent of Declarant and owners of record having a combined interest in the Property in excess of fifty percent (50%) evidenced by a document in writing bearing each of their signatures.

BELTWOOD NORTH JOINT VENTURE

  
By: George T. Connell

ATTEST:

  
C. W. Force

THE STATE OF TEXAS )  
                                  )  
COUNTY OF DALLAS    )

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared George T. Connell, Manager for BELTWOOD NORTH JOINT VENTURE, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same as the act of said corporation and that he executed the same as the act of said corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND SEAL OF OFFICE this 13<sup>th</sup> day of March, 1978.

My Commission Expires:  
December 9, 1979

Holly A. Dewar  
Notary Public in and for Dallas  
County, Texas

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78050 0018

FIELD NOTE DESCRIPTION

208.773 ACRE TRACT

Being a tract of land situated in the City of Carrollton, Dallas, County, Texas, said tract of land being part of the William Kingwell Survey, Abstract No. 736, the William B. Rowe Survey, Abstract No. 1257 and the George Syms Survey, Abstract No. 1344, said tract of land being more particularly described as follows:

BEGINNING at a point for corner in the north line of Keller Springs Road (a 50 foot right-of-way), said point being S. 89°46'09" W., 278.26 feet from the point of intersection between the north right-of-way line of Keller Springs Road and the west line of Dooley Road (a 60 foot right-of-way);

THENCE, S. 89°46'09" W., 84.58 feet along the north line of Keller Springs Road to a point for corner;

THENCE, N. 00°13'00" W., 257.50 feet to a point for corner;

THENCE, S. 89°46'09" W., 453.74 feet to a point for corner;

THENCE, S. 00°13'00" E., 257.50 feet to a point for corner in the north line of said Keller Springs Road;

THENCE, S. 89°46'09" W., 640.53 feet along the north line of Keller Springs Road to a point for corner;

THENCE, N. 00°08'18" E., 1425.93 feet to a point for corner;

THENCE, S. 89°45'10" W., 451.73 feet to a point for corner;

THENCE, S. 00°13'50" E., 507.10 feet to a point for corner;

THENCE, S. 89°47'10" W., 819.52 feet to a point for corner;

THENCE, N. 00°01'10" E., 865.16 feet to a point for corner;

THENCE, S. 89°33'50" W., 120.0 feet to a point for corner on the east line of a 136.1 foot D. P. & L. right-of-way;

THENCE, N. 00°01'10" E., 491.82 feet along the east line of the D. P. & L. right-of-way to a point for corner;

THENCE, N. 09°47'10" E., 687.54 feet to a point for corner;

THENCE, N. 0° 01'10" E., 100.0 feet to a point for corner;

VOL. PAGE

74050 0019

Page 2

THENCE, S. 89°47'10" W., 687.53 feet to a point for corner;  
THENCE, N. 0° 01'10" E., 290.36 feet to a point for corner;  
THENCE, N. 89°50'50" W., 158.13 feet to a point for corner;  
THENCE, N. 00°16'51" E., 964.00 feet to a point for corner;  
THENCE, N. 89°50'52" E., 1272.87 feet to a point for corner;  
THENCE, N. 00°04'46" E., 672.31 feet to a point for corner;  
THENCE, N. 00°07'00" E., 2155.35 feet to a point for corner in the south line of Weber Road ( said south line being 50.00 feet from the centerline);  
THENCE, N. 89°57'51" E., 60.00 feet along said south line of Weber Road to a point for corner;  
THENCE, S. 00°07'00" W., 705.86 feet to a point for corner;  
THENCE, N. 89°52'30" E., 269.55 feet to a point for corner;  
THENCE, N. 04°58'09" E., 708.34 feet to a point for corner in said south line of Weber Road;  
THENCE, N. 89°57'51" E., 1324.50 feet along said south line of Weber Road to a point for corner, said point being also in the west line of said Dooley Road;  
THENCE, S. 00°03'20" E., 1820.55 feet along said north line of Dooley Road to a point for corner;  
THENCE, S. 89°51'50" W., 1165.77 feet to a point for corner in the east line of New Dooley Road (a 100 foot right-of-way) as recorded in Volume 75274, Page 35 of the Deed Records of Dallas County, Texas;  
THENCE, S. 00°09'30" W., 1191.35 feet along said east line of New Dooley Road to a point for corner;  
THENCE, S. 20°36'10" E., 846.34 feet to a point for corner;  
THENCE, S. 03°27'59" E., 722.37 feet to a point for corner;  
THENCE, N. 89°50'30" W., 345.67 feet to a point for corner in said east line of New Dooley Road;  
THENCE, S. 00°09'30" W., 508.23 feet along said east line of New Dooley Road to a point for corner;  
THENCE, N. 89°46'00" E., 969.69 feet to a point for corner;  
THENCE, South, 369.74 feet to a point for corner;  
THENCE, East, 208.70 feet to a point for corner in said north line of Dooley Road;

74050 0020

Page 3

THENCE, South, 90.94-feet along said north line of Dooley Road to a point for corner;

THENCE, West, 208.70-feet to a point for corner;

THENCE, South, 313.10-feet to a point for corner;

THENCE, West, 59.30-feet to a point for corner;

THENCE, South, 156.00-feet to a point for corner;

THENCE, West, 0.26-feet to a point for corner;

THENCE, South, 585.43-feet to the Point of Beginning and Containing 224.031 Acres of Land.

SAVE AND EXCEPT the following tract of land:

Being a tract of land 100.00-feet in width dedicated to the City of Carrollton for New Dooley Road right-of-way as recorded in Volume 75224, Page 036 of the Deed Records of Dallas County, Texas, and Containing 15.258 acres of land;

The net acreage of said tract, less New Dooley Road right-of-way, being 208.773 acres of land.

February 14, 1978

*Donald C. Moreau*  
Donald C. Moreau, P.E.

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FILED  
*L. E. Mardock*  
COUNTY CLERK  
DALLAS COUNTY

'78 MAR 14 AM 8:26

STATE OF TEXAS      COUNTY OF DALLAS  
I hereby certify that this instrument, not  
made on the date and time stamped hereon  
by me and now duly recorded in the public  
and state of the record books of Dallas  
County, Texas as stamped hereon by me.

MAR 15 1978



*L. E. Mardock*

COUNTY CLERK, Dallas County, Texas

*C. W. Jones*  
*Cornell Development Co.*  
*10880 Shady Trail*  
*Dallas, TX 75220*

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RESTRICTIONS

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DEED RECORD

FIRST AMENDMENT TO COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR BELTWOOD NORTH BUSINESS PARK  
DALLAS, COUNTY, TEXAS

THE STATE OF TEXAS

COUNTY OF DALLAS

Whereas, on the 1st day of December, BELTWOOD NORTH JOINT VENTURE, ("BELTWOOD NORTH JOINT VENTURE"), a joint venture having its principal place of business in the City of Dallas, State of Texas, filed of record in Volume 78050, Page 0009, Deed Records of Dallas County, Texas, certain Covenants, Conditions, and Restrictions ( the"Restrictions") with respect to certain land (the "Business Park") owned by Beltwood North Joint Venture; and

Whereas, Section 5 of Article VI of the restrictions provides that the restrictions may be abolished, amended and/or changed in whole or in part with the consent of Beltwood North Joint Venture and owners of record having a combined interest in the property in excess of fifty percent (50%);

Whereas, Beltwood North Joint Venture is the owner of record of more than fifty percent of the property in the Business Park;

Whereas, Beltwood North Joint Venture desires to amend the Restrictions as hereinafter provided.

Now therefore, in consideration of the premises, Beltwood North Joint Venture hereby amends the restrictions as follows:

VOL PAGE

78157 0026

8-14-78

1. Section 4 of Article II of the Restrictions is hereby amended so as to be and read as follows:

"Section 4. Sideline and Front Line Setback Restrictions. No building or other structure shall be constructed or placed on any Lot nearer than 30 feet to any front or side street line within the Park. No parking areas shall be constructed within the thirty foot set-back along Midway Road. No parking areas shall be constructed within ten (10) feet of the property line on any street within the Park."

2. Section 9 of Article II of the Restrictions is hereby amended so as to be and read as follows:

"Section 9. Loading Docks. No loading dock shall be constructed facing Midway Road or Trinity Hills Road. Buildings constructed on other streets may have loading docks or parts thereof facing the street provided said dock is a minimum of eighty (80') feet from the property line."

EXECUTED this 24<sup>th</sup> Day of JULY, 1978.

BELTHOOD NORTH JOINT VENTURE

  
By: George T. Connell, Manager

VOL PAGE  
78137 0027

THE STATE OF TEXAS  
COUNTY OF DALLAS

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared George T. Connell, Manager for BELTHOOD NORTH JOINT VENTURE, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same as the act of said corporation and that he executed the same as the act of said corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND SEAL OF OFFICE this 24<sup>th</sup> day of July, 1978.

My Commission Expires:  
MARCH 1979

Lacenia Stegemoller  
Notary Public in and for Dallas  
County, Texas

VOL PAGE  
78157 6028

STATE OF TEXAS  
COUNTY OF DALLAS  
I hereby certify that this instrument  
has been duly recorded in the  
books and files provided for that purpose  
in the County Clerk's office at Dallas,  
Texas on this 15th day of August, 1978.

AUG 15 1978



*X.E. Maddox*

COUNTY CLERK, DALLAS COUNTY, TEXAS

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COUNTY CLERK  
DALLAS COUNTY

*X.E. Maddox*

VOL PAGE  
8200 4318A

CONNELL DEVELOPMENT Co.  
P.O. Box 201069  
DALLAS, Texas 75220

7<sup>00</sup> DEED RECORD

SUPPLEMENTARY DECLARATION OF COVENANTS,  
CONDITIONS, AND RESTRICTIONS FOR 3176 7.00 DEED  
BELTWOOD NORTH BUSINESS PARK 1 03/27/81  
DALLAS COUNTY, TEXAS

THE STATE OF TEXAS )  
COUNTY OF DALLAS )

On the 1st day of December, 1977, Beltwood North Venture ("Beltwood North"), a Texas joint venture, having its principal place of business in the City of Dallas, State of Texas, filed certain "Declarations of Covenants, Conditions and Restrictions for Beltwood North Business Park" with respect to certain land (the "Business Park") owned by Beltwood North, same now being of record in Volume 78050 at Page 0009, Deed Records of Dallas County, Texas; and subsequently filed a First Amendment to the said Declarations of Covenants, Conditions and Restrictions which is now of record in Volume 78157, Page 0026, Deed Records of Dallas County, Texas (said Declarations of Covenants, Conditions and Restrictions as so amended being hereinafter called the "Declarations").

Article V of the Declarations provides that additional lands may become subject to the Declarations by the filing of record of a Supplementary Declaration with respect to such additional lands; and that is the purpose of this Supplementary Declaration.

NOW, THEREFORE, in consideration of the premises, Beltwood North Venture, acting herein by and through Connell Development Co., as its Manager, does hereby supplement the Declarations of Covenants, Conditions and Restrictions heretofore filed and amended as hereinabove set forth, by adding to the description of the land and real property to be covered thereby the following:

All that certain real property situated in Dallas County, Texas, more particularly described by metes and bounds on Exhibit "A" attached hereto and made a part hereof for all purposes, same to be comprised of three (3) separate tracts of land, to be designated on said Exhibit "A" as Tracts I, II, and III.

VOL PAGE  
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EXECUTED this 25 day of March, 1981.

BELTWOOD NORTH VENTURE

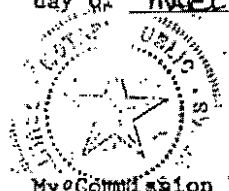
By Connell Development Co., Manager

By: C. W. Foose President  
C. W. Foose, President

THE STATE OF TEXAS )  
COUNTY OF DALLAS )

BEFORE ME, the undersigned authority, on this day personally appeared C. W. FOOSE, known to me to be the President of Connell Development Co., Manager of BELTWOOD NORTH VENTURE, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of BELTWOOD NORTH VENTURE.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 25<sup>TH</sup> day of MARCH, 1981.



Laura Stegemoller  
Notary Public in and for  
State of Texas.

My Commission Expires: March 85

VOL PAGE  
81060 0199

EXHIBIT "A"

Being three tracts of land situated in the City of Carrollton, Dallas County, Texas, being part of the George Symms Survey, Abstract No. 1344, and being part of an 18.1 acre tract of land described in a deed dated August 18, 1941, from Alva Phifer, et al, to Elihu Phifer, et ux, recorded in Volume 3464, Page 559, of the Deed Records, Dallas County, Texas, said tracts of land being described by metes and bounds as follows:

TRACT I

Beginning at the southwest corner of the Elihu Phifer 18.1 acre tract of land, said corner being on the centerline of Tarpley Road ( a 30 foot right-of-way);

THENCE N, 00° 08' 18" East, 352.81 feet, along the centerline of Tarpley Road to a point for corner;

THENCE S, 89° 58' 13" East, 285.00 feet, to an iron pin set for corner in the west right-of-way line of a 100 foot wide Texas Power and Light Company Right-of-way described in Vol. 519, Page 0357, of the Dallas County, Deed Records;

THENCE S, 00° 08' 18" West, 352.81 feet, along the west boundary line of said TP& L Co. right-of-way, to an iron pin set for corner in the south boundary line of said 18.1 acre Elihu Phifer tract, said boundary also being the north boundary line of a 125 foot wide Dallas Power and Light Company Right-Of-Way as described in Vol. 4702, Page 262, Dallas County, Texas Deed Records;

THENCE N, 89° 58' 13" West, 285.00 feet, along the common line between the Elihu Phifer 18.1 acre tract and the Dallas Power and Light Co. right-of-way to the Place of Beginning and Containing 2.308 acres of land which includes 0.121 acres of land within the right-of-way of Tarpley Road.

TRACT II

Beginning at an iron pin found for corner at the southeast corner of the Elihu Phifer 18.1 acre tract of land, said corner being S 89° 58' 13" East, 801.33 feet, from the centerline of Tarpley Road ( a 30 foot right-of-way);

THENCE N, 89° 58' 13" West, 416.33 feet, along the common line between the Elihu Phifer 18.1 acre tract and a 125 foot wide Dallas Power and Light Co. Right-Of-Way to an iron pin set for corner in the east boundary line of a Texas Power and Light Co. 100 foot wide right-of-way;

THENCE N, 00° 09' 28" East, 963.16 feet along the east boundary line of said Texas Power and Light Co. right-of-way to an iron pin found for corner in the north boundary line of the 18.1 acre Elihu Phifer tract;

THENCE N 89° 52' 03" East, 416.36 feet, along the north boundary line of the Elihu Phifer 18.1 acre tract to an iron pin found for corner at the northeast corner of said tract;

THENCE S 00° 09' 34" West, 964.33 feet, along the east boundary line of the 18.1 acre Elihu Phifer tract to the place of beginning, and Containing 9.211 acres of land.

TRACT III

BEGINNING at an iron pin found for corner at the southwest corner of a Texas Power and Light Co. Easement and Right-Of-Way, described in Vol. 519, Page 0357, Dallas County, Deed Records, said corner also being the Southeast corner of Tract A;

THENCE N, 00° 08' 18" East, 192.77 feet along the west boundary line of said Texas Power and Light Co. Easement and Right-Of-Way, to an iron pin found at the northwest corner of said tract;

THENCE N 89° 48' 33" East, 100.33 feet along the north boundary line of said tract to an iron pin found at the northeast corner of said tract;

THENCE S 00° 09' 28" West, 963.16 feet along the East line of said tract, same being the west boundary line of Tract B; to an iron pin set at Southeast corner of the Texas Power and Light Co. tract;

THENCE N 89° 58' 13" West, 100.00 feet along the south boundary line of said Texas Power and Light Co. Easement and Right-Of-Way, to the Place of Beginning, and Containing 2.214 acres of land.

COUNTY CLERK'S MARKS  
PORTIONS OF THIS  
DOCUMENT NOT  
REPRODUCIBLE  
WHEN RECORDED

Mr. Bill Rose  
Connell Development Company  
P.O. Box 201069  
Dallas, Texas 75220

PLEASE RETURN TO:

RECEIVED BY CLERK  
MAR 27 1981  
COUNTY CLERK, DALLAS COUNTY, TEXAS



*L. E. M... ..*  
COUNTY CLERK, Dallas County, Texas

VOL . PAGE  
81060 0201

81 MAR 26 AM 9:22

*L. E. M... ..*  
COUNTY CLERK, DALLAS COUNTY, TEXAS



AFFIDAVIT

THE STATE OF TEXAS §  
COUNTY OF DALLAS §

3805 0 3.00 DEED  
2 06/05/84

BEFORE ME, the undersigned authority, on this day personally appeared *CW* C. W. FOOSE, President of CONNELL DEVELOPMENT COMPANY, a ~~TEXAS~~ corporation and managing joint venturer of BELTWOOD NORTH JOINT VENTURE, a Texas joint venture personally known to me to be the person and officer whose name is subscribed hereto and upon his oath deposes and says to the best of his knowledge:

That Beltwood North Joint Venture, the "Declarant" under that certain Declaration of Covenants, Conditions, and Restrictions for Beltwood North Business Park filed of record in Volume 78050 at Page 0009 of the Deed Records of Dallas County, Texas, (the "Declaration") intended that the terms "industrial, commercial and/or warehousing" as used in the first sentence of Section 2 of Article II thereof, encompass within their meaning "office", so that use of the lands subject to the Declaration for office purposes would be permissible under the Declaration.

BELTWOOD NORTH JOINT VENTURE,  
a Texas joint venture

By: CONNELL DEVELOPMENT COMPANY,  
Managing Joint Venturer

By: *CW Foose*  
C. W. Foose, President

THE STATE OF TEXAS §  
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared C. W. FOOSE, President of CONNELL DEVELOPMENT COMPANY, a Texas corporation, managing joint venturer of BELTWOOD NORTH JOINT VENTURE, a Texas joint venture, known to me to be the officer and venturer 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 and as the act and deed of said corporation and joint venture.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 1 day of June, 1984.

(S E A L)

*Dolores Evans*  
Notary Public, State of Texas

My Commission Expires:  
9-4-84

THE STATE OF TEXAS  
COUNTY OF DALLAS

*Dolores Evans*  
(Printed or Typed Name of Notary)

SUBSCRIBED AND SWORN TO BEFORE me by the said C. W. Foose, President of Connell Development Company this the 1st day of June, 1984.

My Commission Expires:

*Dolores Evans*  
Notary Public, State of Texas  
*Dolores Evans*

4278  
84110

84 JUN 4 PM 12:12

FILED  
Clerk's Office  
COUNTY CLERK  
DALLAS, TX

PLEASE RETURN TO:  
Mr. Walter Spradley  
Spradley, Rushing & Davis  
8333 Douglas  
Suite 700  
Dallas, TX 75225

STATE OF TEXAS - COUNTY OF DALLAS  
I hereby certify that this instrument was filed on the  
date and was stamped hereon by me and was duly re-  
corded in the volume and page of the nearest record  
at Dallas County, Texas as stamped hereon by me.  
JUN 5 1984  
Clerk  
COUNTY CLERK, Dallas County, Texas

84-1110 427-9

SECOND AMENDMENT TO COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR  
BELTWOOD NORTH BUSINESS PARK, DALLAS COUNTY, TEXAS

A

5043

9.00 DEED  
2 02/24/89

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

WHEREAS, Beltwood North Joint Venture ("Beltwood North J.V.") executed that certain Declarations of Covenants, Conditions and Restrictions for Beltwood North Business Park (the "Original Restrictions") dated December 1, 1977, and recorded in Volume 78050, Page 0009 of the Deed Records of Dallas County, Texas, concerning the real property (the "Property") located in Dallas County, Texas more particularly described therein; and

WHEREAS, the Original Restrictions were amended by that certain First Amendment to Covenants, Conditions and Restrictions for Beltwood North Business Park, Dallas County, Texas dated July 24, 1978, and recorded in Volume 78157, Page 0026 of the Deed Records of Dallas County, Texas (the Original Restrictions, as amended, are referred to as the "Restrictions"); and

WHEREAS, Article VI, Section 5 of the Restrictions provides that the Restrictions may be abolished, amended and/or changed in whole or in part with the consent of Declarant (as defined in the Restrictions) and owners of record having a combined interest in the Property in excess of fifty percent (50%) evidenced by a document in writing bearing each of their signatures; and

WHEREAS, Beltwood North J.V. is the Declarant under the Restrictions, and the undersigned parties (collectively, the "Majority Owners") have a combined interest in the Property in excess of fifty percent (50%); and

WHEREAS, with the consent of Declarant, the Majority Owners desire to amend the Restrictions as hereinafter provided in order to reflect the fact that a portion of the Property is actually located in the City of Addison rather than the City of Carrollton;

NOW, THEREFORE, in consideration of the foregoing premises, the mutual benefits to be realized by the Majority Owners, and other good and valuable consideration, the Majority Owners hereby amend the Restrictions as follows:

19036 3263

89038 | 3263

1. Article II Section 1 of the Restrictions is hereby deleted in its entirety and replaced with the following:

"Section 1. Zoning Restrictions. No Lot located in the City of Carrollton shall be used for any purpose other than those uses permitted under the City of Carrollton I Zoning in effect on December 1, 1977, or if such zoning designation should be changed at any time thereafter, to any use substantially similar to that permitted under such I Zoning designation on December 1, 1977. No Lot located in the City of Addison shall be used for any purpose other than those uses permitted under the City of Addison Industrial zoning ordinance in effect on December 1, 1977, or if such zoning designation should be changed at any time thereafter, to any use substantially similar to that permitted under such Industrial zoning ordinance designation on December 1, 1977."

2. Article II Subparagraph (i) of Section II of the Restrictions is hereby deleted in its entirety and replaced with the following:

"(i) A number of passenger cars parking spaces shall be provided for as required by the applicable City of Carrollton Ordinance (as to any Lot located within the City of Carrollton) or City of Addison Ordinance (as to any Lot located within the City of Addison) for the intended use of such Lot."

3. Article II Section 12 of the Restrictions is hereby deleted in its entirety and replaced with the following:

"Section 12. Curb Cuts. Curb cuts shall be no wider than the lesser of (i) thirty-five (35) feet or (ii) that allowed by the City of Carrollton (as to any Lot located within the City of Carrollton) or the City of Addison (as to any Lot located within the City of Addison)."

4. Except as expressly amended hereby, the Restrictions shall remain in full force and effect.

5. This instrument may be executed in multiple counterparts, each of which shall be deemed an original instrument, but all of which together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, Declarant and the Majority Owners have executed this instrument to be effective for all purposes as of February 17, 1989.





STATE OF TEXAS  
COUNTY OF DALLAS  
FEB 24 1969



*Earl Bullock*  
COUNTY CLERK, Dallas County, Texas

ATTENTION: AGRICULTURAL EXTENSION  
DALLAS TEXAS 75201  
10019 SHIRLEY TRAIL  
FOREST DEPARTMENT  
MOUNTAIN VIEW, TEXAS

89 FEB 24 PM 3:04

39038 3267

**THIRD AMENDMENT TO  
DECLARATIONS OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR  
BELTWOOD NORTH BUSINESS PARK**

This Third Amendment of the Declaration of Covenants, Conditions, and Restrictions for Beltwood Business Park (the "Third Amendment"), is made this day by and between the undersigned, as follows:

WITNESSETH

1096316

08/14/00      2250246      193.00  
Deed

- A. That certain Declaration of Covenants, Conditions, and Restrictions for Beltwood Business Park (the "Original Declaration") executed by Beltwood North Joint Ventures (the "Declarant"), dated December 1, 1977, filed of record at Volume 78050, Page 0009 of the Real Property Records of Dallas County, Texas, relating to that certain real property more fully described therein (the "Property").
- B. The Original Declaration was amended by that certain First Amendment to Declaration of Covenants, Conditions and Restrictions for Beltwood North Business Park, dated July 24, 1978, filed of record at Volume 78157, Page 0026, (the "First Amendment").
- C. The Original Declaration was further amended by that certain Supplementary Declaration of Covenants, Conditions and Restrictions for Beltwood Business Park (the "Supplement") dated March 25, 1981, and filed of record at Volume 81060, Page 0198.
- D. The Original Declaration was clarified by that certain Affidavit (the "Affidavit"), dated February 1, 1984, executed by the Declarant, filed of record at Volume 84110, Page 4278 of the Real Property Records of Dallas County, Texas.
- E. The Original Declaration was further amended by that certain Second Amendment to Covenants, Conditions and Restrictions for Beltwood North Business Park, Dallas, Texas (the "Second Amendment"), dated February 17, 1989, filed of record at Volume 89038 Page 3263, Volume 89038 Page 3268, Volume 89038 Page 3273, Volume 89038 Page 3278, Volume 89038 Page 3283, Volume 89038 Page 3288, Volume 89038 Page 3293, Volume 89038 Page 3300, Volume 89038 Page 3305, Volume 89038 Page 3310, Volume 89038 Page 3315, Volume 89038 Page 3320, Volume 89038 Page 3325, Volume 89038 Page 3330, Volume 89038 Page 3335, Volume 89038 Page 3340, Volume 89038 Page 3345, Volume 89038 Page 3350, Volume 89038 Page 3359, Volume 89038 Page 3364, Volume 89038 Page 3369, Volume 89038 Page 3374, Volume 89038 Page 3379, Volume 89038 Page 3384, Volume 89038 Page 3389, Volume 89038 Page 3394, Volume 89038 Page 3399, Volume 89038 Page 3404, Volume 89038 Page 3409, Volume 89038 Page 3414, Volume 89044 Page 0003, of the real property records of Dallas County, Texas.

2000 | 57 00057

1

237228\_2 (0907002)(10827)

8-14-2000



(The Original Declaration, First Amendment, Supplement, Affidavit, and Second Amendment are hereby collectively referred to as the "Declaration").

- F. The undersigned, who collectively constitute the Declarant and owners of record of in excess of fifty percent in the Property (collectively the "Majority Owners"), now desire to further amend the Declaration to allow for the construction of an office building, with a metal hangar, located on a specific portion of the Property, more fully described in Exhibit "A", attached and hereby incorporated (the "Amendment Tract"), upon the terms and conditions set forth herein.

For and in consideration of the terms and conditions set forth herein and the sum of Ten and No/100 Dollars, the receipt and adequacy of which is hereby acknowledged, the undersigned hereby agree as follows:

1.
  - a. Solely with respect to the Amendment Tract, the terms and conditions set forth in the Declaration will in no event prohibit the construction on the Amendment Tract of an office building and hangar, and use of the Amendment Tract for office and general aviation uses, including but not limited to the parking, storage, taxi activity, landing, take off and maintenance of aircraft and general aviation uses. The Declaration will in no way limit the general aviation uses on the Amendment Tract which will be limited only by applicable federal, state and local laws, rules and regulations.
  - b. For the purposes of the terms and conditions of the Declaration, in no event will any of the uses permitted under this Third Amendment be deemed to be a use which is dangerous, constitutes a nuisance, or causes the emission of dust, odor, gases, smoke, fumes or noise which is or may be injurious to persons working on, or products manufactured or stored on, adjoining properties, or otherwise prohibited under the Declaration.
  - c. The hangar may be constructed of metal provided in such event the western wall of such hangar will be designed to be complimentary to the office building design and will be screened from view from Midway Road by vegetation, landscaping or other materials permitted by the Declaration. Review by the Board (as defined in the Declaration) of the development of the Amendment Tract, in a manner consistent with the rights and permitted uses as set forth in this Third Amendment, will continue to be required in accordance with the terms of Article III of the Declaration.
2. Except as otherwise set forth herein, all initial capped terms set forth herein will be defined as set forth in the Declaration.
3. Except as otherwise set forth herein, the Declaration will remain in full force and effect.
4. This Third Amendment may be executed in multiple counterparts, which together will constitute one original.

CONSENT OF DECLARANT

Beltwood North Joint Ventures, the Declarant (as defined in the Declaration), hereby consents to the amendment of the Declaration as described in the foregoing Third Amendment to Covenants, Conditions and Restrictions for Beltwood North Business Park, Dallas County, Texas.

Executed this 10 day of FEB., 2000.

BELTWOOD NORTH JOINT VENTURES,  
a Texas joint venture

Connell Development Co., Manager

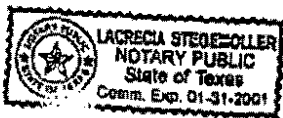
By: Mark W. Connell  
Name: MARK W. CONNELL  
Title: President

THE STATE OF TEXAS

COUNTY OF DALLAS

BEFORE ME, LACRECIA STEGEMOLLER on this day personally appeared Mark W. Connell known to me or proved to me on the oath of \_\_\_\_\_ or through DRIVER'S LICENSE (description or identity card or other documents) 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.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 10<sup>TH</sup> day of February,  
A.D., 2000



Lacrecia Stegemoller  
Notary Public, State of Texas

My Commission Expires:

\_\_\_\_\_  
Typed/Printed Name of Notary

Owner of 0.3992 acres constituting \_\_\_\_\_ percent (\_\_\_\_ %) of the Property.

Executed this 17 day of Dec., 1999.

Burgos Street Inc.  
a(n) Texas Corporation

- Individual
  - Corporation
  - Partnership
  - Joint Venture
  - Other \_\_\_\_\_
- (check appropriate description)

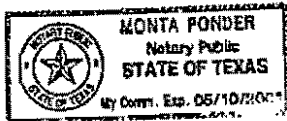
By: Tilmon Kreiling, Jr.  
Name: Tilmon Kreiling, Jr.  
Title: Chief Financial Officer

THE STATE OF Texas

COUNTY OF Dallas

BEFORE ME, \_\_\_\_\_ a Notary Public \_\_\_\_\_ on this day personally appeared Tilmon Kreiling, Jr., known to me or proved to me on the oath of \_\_\_\_\_ or through \_\_\_\_\_ (description or identity card or other documents) 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 capacities therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 17th day of Dec.,  
A.D., 1999.



Monta Ponder  
Notary Public, State of Texas

My Commission Expires:

Monta Ponder  
Typed/Printed Name of Notary

5/10/2001

Owner of .86 acres constituting ~~100~~ percent (~~100%~~) of the Property.

Executed this 20<sup>th</sup> day of 12, 99.

\_\_\_\_\_  
a(n) \_\_\_\_\_

- Individual
  - Corporation
  - Partnership
  - Joint Venture
  - Other \_\_\_\_\_
- (check appropriate description)

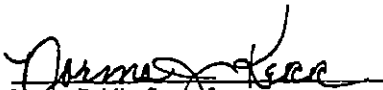
By:   
Name: Willis T Arnold  
Title: President CEO

THE STATE OF Texas

COUNTY OF Dallas

BEFORE ME, Willis T Arnold on this day personally appeared 12-20-99, known to me or proved to me on the oath of Self or through n/a (description or identity card or other documents) 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 capacities therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 20<sup>th</sup> day of December,  
A.D., 1999.

  
Notary Public, State of Texas

My Commission Expires: 3-26-00

Norma J. Kerr  
Typed/Printed Name of Notary

2000 | 57 00061

Owner of 1.34118 acres constituting \_\_\_\_\_ percent ( \_\_\_\_\_ %) of the Property.

Executed this 15 day of December 1999.

\_\_\_\_\_ a(n) \_\_\_\_\_

- Individual
  - Corporation
  - Partnership
  - Joint Venture
  - Other \_\_\_\_\_
- (check appropriate description)

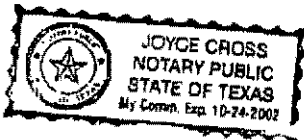
By: Man Van Corp.  
 Name: Stanley Hickman  
 Title: President

THE STATE OF TEXAS

COUNTY OF DALLAS

BEFORE ME, Joyce Cross on this day personally appeared Stanley Hickman known to me or proved to me on the oath of \_\_\_\_\_ or through D.R. License (description or identity card or other documents) 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 capacities therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 15 day of December, A.D., 1999.



Joyce Cross  
 Notary Public, State of TEXAS

My Commission Expires:

10/24/02

Joyce Cross  
 Typed/Printed Name of Notary

Owner of 4.3166 acres constituting \_\_\_\_\_ percent ( \_\_\_\_\_ %) of the Property.

Executed this 15 day of Dec, 1999.

a(n) \_\_\_\_\_

- Individual
  - Corporation
  - Partnership
  - Joint Venture
  - Other \_\_\_\_\_
- (check appropriate description)

By: Paul Strief  
 Name: Paul Strief  
 Title: Owner

THE STATE OF TEXAS

COUNTY OF DALLAS

BEFORE ME, Lena R. Hargis on this day personally appeared Paul Strief, known to me or proved to me on the oath of \_\_\_\_\_ or through \_\_\_\_\_ (description or identity card or other documents) 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 capacities therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 15th day of December, A.D., 1999.

Lena R. Hargis  
 Notary Public, State of Texas



My Commission Expires: June 14, 2003  
Lena R. Hargis  
 Typed/Printed Name of Notary

6/14/2003

Owner of 2.0127 acres constituting one hundred percent (100%) of the Property.

Executed this 15<sup>th</sup> day of Dec., '99.

- Individual
  - Corporation
  - Partnership
  - Joint Venture
  - Other \_\_\_\_\_
- (check appropriate description)

a(n) \_\_\_\_\_  
 By: [Signature]  
 Name: JASON MATTHEW  
 Title: VP

THE STATE OF Texas

COUNTY OF Dallas

BEFORE ME, [Signature] on this day personally appeared \_\_\_\_\_, known to me or proved to me on the oath of \_\_\_\_\_ or through \_\_\_\_\_ (description or identity card or other documents) 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 capacities therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 15 day of Dec,  
 A.D., 1999.

[Signature]  
 Notary Public, State of Texas

My Commission Expires:

Jocelyn McKenzie  
 Typed/Printed Name of Notary

2-12-2003



Owner of 4.3908 acres constituting \_\_\_\_\_ percent ( \_\_\_ %) of the Property.

Executed this 16 day of December, 1999.

Don Valk  
a(n) individual

- Individual
  - Corporation
  - Partnership
  - Joint Venture
  - Other \_\_\_\_\_
- (check appropriate description)

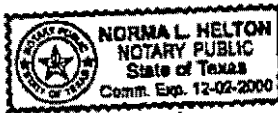
By: *Don Valk*  
Name: DON VALK  
Title: OWNER

THE STATE OF Texas

COUNTY OF DALLAS

BEFORE ME, Norma L. Helton on this day personally appeared Don Valk, known to me or proved to me on the oath of NLH or through \_\_\_\_\_ (description or identity card or other documents) 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 capacities therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 16 day of December, A.D., 1999.



Norma L. Helton  
Notary Public, State of Texas

My Commission Expires:

Norma L. Helton  
Typed/Printed Name of Notary

12-2-2000



Owner of 0.3912 acres constituting \_\_\_\_\_ percent ( \_\_\_\_\_ %) of the Property.

Executed this 22 day of December, 1999.

[Signature]  
a(n) \_\_\_\_\_

- Individual
  - Corporation
  - Partnership
  - Joint Venture
  - Other \_\_\_\_\_
- (check appropriate description)

By: \_\_\_\_\_  
Name: John H. Carl  
Title: \_\_\_\_\_

THE STATE OF Texas

COUNTY OF Denton Amy Danner

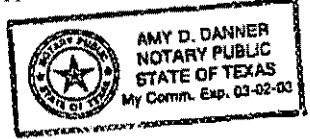
BEFORE ME, John H. Carl on this day personally appeared John H. Carl, known to me or proved to me on the oath of John H. Carl or through \_\_\_\_\_ (description or identity card or other documents) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacities therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 22 day of December, A.D., 1999.

Amy D. Danner  
Notary Public, State of Texas

My Commission Expires:  
03/02/03

Amy D. Danner  
Typed/Printed Name of Notary



Owner of 1.5125 acres constituting \_\_\_\_\_ percent (\_\_\_\_%) of the Property.

Executed this 23 day of December 1999.

Halle-Von Voigtlander  
a(n) Michigan General partnership

- Individual  
 Corporation  
 Partnership  
 Joint Venture  
 Other \_\_\_\_\_  
(check appropriate description)

By: Bruce T. Halle  
Name: Bruce T. Halle  
Title: General Partner

THE STATE OF ARIZONA

COUNTY OF MARICOPA

BEFORE ME, James Silhasek on this day personally appeared Bruce T. Halle, known to me or proved to me on the oath of \_\_\_\_\_ or through \_\_\_\_\_ (description or identity card or other documents) 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 capacities therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 23 day of December,  
A.D., 1999.

James Silhasek  
Notary Public, State of Arizona

My Commission Expires:

James Silhasek  
Typed/Printed Name of Notary

Dec. 27, 2001



20001157 00067

Owner of 4.35 acres constituting \_\_\_\_\_ percent ( \_\_\_\_\_ %) of the Property.

Executed this 30 day of Dec, 1999.

Janet Spencer Shaw  
a(n) \_\_\_\_\_

- Individual
  - Corporation
  - Partnership
  - Joint Venture
  - Other \_\_\_\_\_
- (check appropriate description)

By: \_\_\_\_\_  
Name: Janet Spencer Shaw  
Title: owner

THE STATE OF Texas  
COUNTY OF Dallas

BEFORE ME, Janet Spencer Shaw on this day personally appeared \_\_\_\_\_, known to me or proved to me on the oath of \_\_\_\_\_ or through \_\_\_\_\_ (description or identity card or other documents) 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 capacities therein stated.

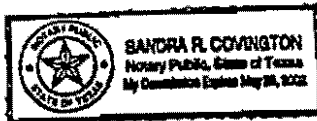
GIVEN UNDER MY HAND AND SEAL OF OFFICE this 30<sup>th</sup> day of December, A.D., 1999.

Sandra R. Covington  
Notary Public, State of Texas

My Commission Expires:

SANDRA R. COVINGTON  
Typed/Printed Name of Notary

May 28, 2002



Owner of 4.083 acres constituting \_\_\_\_\_ percent (\_\_\_\_%) of the Property.

Executed this 10 day of January, 2000.

WINN REALTY  
a(n) \_\_\_\_\_

- Individual
  - Corporation
  - Partnership
  - Joint Venture
  - Other \_\_\_\_\_
- (check appropriate description)

By: Stephen T Winn  
Name: STEPHEN T WINN  
Title: GENERAL PARTNER

THE STATE OF Texas

COUNTY OF Dallas

BEFORE ME, Joyce Batchelder  
Stephen T Winn on this day personally appeared  
Stephen T Winn, known to me or proved to me on the oath of \_\_\_\_\_ or through  
\_\_\_\_\_ (description or identity card or other documents) 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 capacities therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 10 day of January,  
A.D., 2000.

Joyce Batchelder  
Notary Public, State of Texas

My Commission Expires:

11-25-00

Typed/Printed Name of Notary



2000157 00069

Owner of 0.8287 acres constituting \_\_\_\_\_ percent ( \_\_\_\_\_ %) of the Property.

Executed this 11 day of Jan, 2000

\_\_\_\_\_  
a(n) \_\_\_\_\_

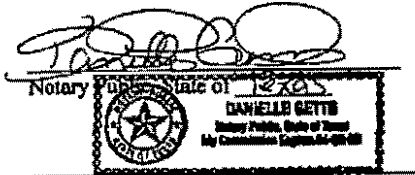
- Individual
  - Corporation
  - Partnership
  - Joint Venture
  - Other \_\_\_\_\_
- (check appropriate description)

By: [Signature]  
 Name: Richard L. Ervin  
 Title: Owner

THE STATE OF Texas  
 COUNTY OF Tarrant

BEFORE ME, Richard L. Ervin on this day personally appeared \_\_\_\_\_, known to me or proved to me on the oath of \_\_\_\_\_ or through \_\_\_\_\_ (description or identity card or other documents) 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 capacities therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 11 day of Jan, A.D., 2000.



My Commission Expires:

4-03-03

\_\_\_\_\_  
Typed/Printed Name of Notary

Owner of 1.0744 acres constituting \_\_\_\_\_ percent (\_\_\_\_%) of the Property.

Executed this 11 day of January, 2000

Maintenance, Inc.  
a(n) (entity) corporation

- Individual
  - Corporation
  - Partnership
  - Joint Venture
  - Other \_\_\_\_\_
- (check appropriate description)

By: [Signature]  
Name: Norman Piche  
Title: VP Real Estate

THE STATE OF Georgia  
COUNTY OF Cobb

BEFORE ME, Laura Causey on this day personally appeared Norman Piche, known to me or proved to me on the oath of \_\_\_\_\_ or through \_\_\_\_\_ (description or identity card or other documents) 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 capacities therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 11<sup>th</sup> day of January, A.D., 2000



[Signature]  
Notary Public, State of Georgia

My Commission Expires:

Laura Causey  
Typed/Printed Name of Notary

March 19, 2001

Owner of (7.063) 99 plus 6.073 acres constituting \_\_\_\_\_ percent (\_\_\_\_%) of the Property.

Executed this 12 day of January, 2000.

Salon Properties, Inc., formerly Midway Properties, Inc.  
(a Texas Corporation)

- Individual
  - Corporation
  - Partnership
  - Joint Venture
  - Other \_\_\_\_\_
- (check appropriate description)

By: [Signature]  
Name: Bruno A. Mascato  
Title: President

THE STATE OF Texas  
COUNTY OF Dallas

DAWN EDWARDS  
BEFORE ME, Bruno A. Mascato on this day personally appeared Bruno A. Mascato known to me or proved to me on the oath of \_\_\_\_\_ or through \_\_\_\_\_ (description or identity card or other documents) 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 capacities therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 12 day of January, A.D., 2000.

[Signature]  
Notary Public, State of Texas

My Commission Expires:

DAWN EDWARDS  
Typed/Printed Name of Notary

March 8, 2004



Owner of 6.26 acres constituting \_\_\_\_\_ percent (\_\_\_\_ %) of the Property.

Executed this 14 day of Jan, 2000.

- Individual
  - Corporation
  - Partnership
  - Joint Venture
  - Other \_\_\_\_\_
- (check appropriate description)

a(n) \_\_\_\_\_

By: [Signature]  
Name: Van G. Pittman  
Title: Dem.

THE STATE OF Texas  
COUNTY OF Dallas

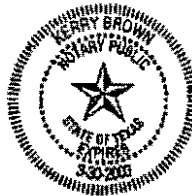
BEFORE ME, KERRY BROWN on this day personally appeared VANGILLI, (and) known to me or proved to me on the oath of \_\_\_\_\_ or through OTHER (description or identity card or other documents) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacities therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 14th day of January A.D., 2000.

[Signature]  
Notary Public, State of \_\_\_\_\_

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

\_\_\_\_\_  
Typed/Printed Name of Notary



200015700073



Owner of 3.174 acres constituting \_\_\_\_\_ percent (\_\_\_\_%) of the Property.

Executed this 14 day of Jan, 2000.

- Individual
  - Corporation
  - Partnership
  - Joint Venture
  - Other \_\_\_\_\_
- (check appropriate description)

\_\_\_\_\_  
 s(a) \_\_\_\_\_  
 By: P. Henry  
 Name: Shirley F. Young  
 Title: \_\_\_\_\_

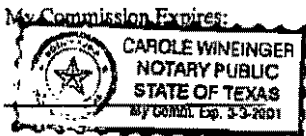
THE STATE OF Texas  
 COUNTY OF Dallas

BEFORE ME, Carole Wineinger on this day personally appeared Shirley F. Young, known to me or proved to me on the oath of notary or through \_\_\_\_\_ (description or identity card or other documents) 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 capacities therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 14 day of Jan, A.D., 2000.

Carole Wineinger  
 Notary Public, State of Tx

Carole Wineinger  
 Typed/Printed Name of Notary



3-3-2001

Owner of 1.437 acres constituting \_\_\_\_\_ percent (\_\_\_\_%) of the Property.

Executed this 28 day of Dec, 1999.

- Individual
  - Corporation
  - Partnership
  - Joint Venture
  - Other \_\_\_\_\_
- (check appropriate description)

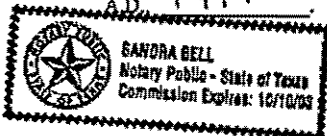
a(n) \_\_\_\_\_  
By: \_\_\_\_\_  
Name: J. B. WEATHERS  
Title: PRESIDENT OF GENERAL PARTNER

THE STATE OF Texas  
COUNTY OF Bell

BEFORE ME, J. B. WEATHERS on this day personally appeared \_\_\_\_\_, known to me or proved to me on the oath of \_\_\_\_\_ or through \_\_\_\_\_ (description or identity card or other documents) 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 capacities therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 28 day of December

A.D. 1999



Sandra Bell  
Notary Public, State of Texas

My Commission Expires:

10-10-99

Sandra Bell  
Typed/Printed Name of Notary

Owner of 7.964 acres constituting \_\_\_\_\_ percent ( \_\_\_\_\_ %) of the Property.

Executed this 18<sup>th</sup> day of January, 2000.

- Individual
  - Corporation
  - Partnerships
  - Joint Venture
  - Other \_\_\_\_\_
- (check appropriate description)

a(n) \_\_\_\_\_

By: [Signature]

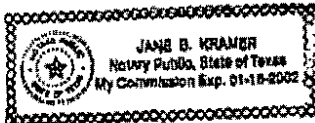
Name: J. FRANK COLE, JR.

Title: President - Virginia Enterprises, Inc., GON. P.R.

THE STATE OF TX  
COUNTY OF Dallas

BEFORE ME, \_\_\_\_\_ on this day personally appeared \_\_\_\_\_ known to me or proved to me on the oath of \_\_\_\_\_ or through \_\_\_\_\_ (description or identity card or other documents) 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 capacities therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 18 day of January, A.D., 2000.



[Signature]  
Notary Public, State of Texas

My Commission Expires:

Jane B. Kramer  
Typed/Printed Name of Notary

1-18-2002

Owner of 1.286 acres constituting \_\_\_\_\_ percent ( \_\_\_\_\_ %) of the Property.

Executed this 13<sup>th</sup> day of JAN, 2000

- Individual
  - Corporation
  - Partnership
  - Joint Venture
  - Other \_\_\_\_\_
- (check appropriate description)

MCKINNEY/FANNIN PROPERTIES, LTD  
 a(n) TEXAS LIMITED PARTNERSHIP  
BY: ATTOYAC INVESTMENTS, L.C.  
 By: A TEXAS LIMITED LIABILITY COMPANY  
 Name: ATTOYAC INVESTMENTS, L.C.  
 Title: HENRY SEELIGSON  
PRESIDENT

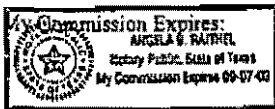
THE STATE OF Texas  
 COUNTY OF Dallas

BEFORE ME, A. Raithel on this day personally appeared Henry Seeligson known to me or proved to me on the oath of \_\_\_\_\_ or through \_\_\_\_\_ (description or identity card or other documents) 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 capacities therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 19 day of January A.D., 2000.

[Signature]  
 Notary Public, State of \_\_\_\_\_

Angela B. Raithel  
 Typed/Printed Name of Notary



Owner of 1.520 acres constituting \_\_\_\_\_ percent (\_\_\_\_%) of the Property.

Executed this 19 day of JAN, 2000.

a(n) \_\_\_\_\_

- Individual
  - Corporation
  - Partnership
  - Joint Venture
  - Other \_\_\_\_\_
- (check appropriate description)

By: [Signature]  
 Name: Howard P. Byrnes, Jr.  
 Title: \_\_\_\_\_

THE STATE OF TEXAS  
 COUNTY OF DALLAS

BEFORE ME, SUE BAGGETT on this day personally appeared HOWARD BYRNES JR. known to me or proved to me on the oath of \_\_\_\_\_ or through \_\_\_\_\_ (description or identity card or other documents) 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 capacities therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 19th day of JANUARY A.D., 2000.

[Signature]  
 Notary Public, State of Texas

My Commission Expires:

11-4-2002

Sue Baggett  
 Typed/Printed Name of Notary



Owner of 2.566 acres constituting \_\_\_\_\_ percent (\_\_\_\_%) of the Property.

Executed this 17 day of Jan, 2000.

\_\_\_\_\_  
a(n)

- Individual
  - Corporation
  - Partnership
  - Joint Venture
  - Other \_\_\_\_\_
- (check appropriate description)

By: [Signature]  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

THE STATE OF Texas  
 COUNTY OF Bexar

BEFORE ME, John R. Myers on this day personally appeared \_\_\_\_\_, known to me or proved to me on the oath of \_\_\_\_\_ or through \_\_\_\_\_ (description or identity card or other documents) 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 capacities therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 17 day of January,  
 A.D., 2000.



Oneta C. Wilchek  
 Notary Public, State of Texas

My Commission Expires:

Oneta C. Wilchek  
 Typed/Printed Name of Notary

7/22/01

Owner of 1.984 acres constituting \_\_\_\_\_ percent (\_\_\_\_%) of the Property.

Executed this 18 day of January 2000.

Pacific Kellway LLC  
a(n) Texas Limited Liability Company

- Individual  
 Corporation  
 Partnership  
 Joint Venture  
 Other LLC  
(check appropriate description)

By: *David S. Rosen*  
Name: David S. Rosen  
Title: President of Managing Member,  
Pacific Equities Group, Inc.

THE STATE OF California  
COUNTY OF Los Angeles

Public

BEFORE ME, Rebecca Jewell, Notary / on this day personally appeared David S. Rosen, known to me or proved to me on the oath of \_\_\_\_\_ or through \_\_\_\_\_ (description or identity card or other documents) 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 capacities therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 18 day of January,  
A.D., 2000.

*Rebecca Jewell*  
Notary Public, State of California  
Rebecca Jewell

My Commission Expires:

12-16-2003

\_\_\_\_\_  
Typed/Printed Name of Notary



01/18/2000 11:46 9723866198

JAMES M BROWN PRINTERS

PAGE 05

Owner of 1.7% acres constituting 100 percent (100%) of the Property.

Executed this 20 day of Jan, 2000.

RECONSTRUCTED PARCELS  
w/a 5.46 PARCELS

- Individual
  - Corporation
  - Partnership
  - Joint Venture
  - Other dba
- (check appropriate description)

\* By: Richard Bryan  
 Name: Richard Bryan  
 Title: Prop. Mgr  
4260 - 4280 KELLUM CIRCLE  
ADDISS, TX 75001

THE STATE OF TX  
 COUNTY OF Dallas

BEFORE ME, Richard Bryan on this day personally appeared \_\_\_\_\_, known to me or proved to me on the oath of \_\_\_\_\_ or through \_\_\_\_\_ (description or identity card or other documents) 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 capacities therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 20<sup>th</sup> day of Jan,  
 A.D., 2000.

Jean L. Reed  
 Notary Public, State of TEXAS

My Commission Expires:  
9/24/2002

Jean L. Reed  
 Typed/Printed Name of Notary



Owner of .7809 acres constituting \_\_\_\_\_ percent (\_\_\_\_%) of the Property.

Executed this 18 day of JAN., 00.

a(n) \_\_\_\_\_

- Individual
  - Corporation
  - Partnership
  - Joint Venture
  - Other LLC
- (check appropriate description)

By: [Signature]  
 Name: Dennis R. Lyle  
 Title: OWNER

THE STATE OF Tx  
 COUNTY OF Dallas

BEFORE ME, Dennis R. Lyle on this day personally appeared \_\_\_\_\_, known to me or proved to me on the oath of \_\_\_\_\_ or through \_\_\_\_\_ (description or identity card or other documents) 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 capacities therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 18 day of January A.D., 2000.



[Signature]  
 Notary Public, State of Texas

My Commission Expires:

September 26, 2000

Ellen Harris  
 Typed/Printed Name of Notary

Owner of 3.945 acres constituting \_\_\_\_\_ percent (\_\_\_\_%) of the Property.

Executed this 21<sup>st</sup> day of January, 2000.

Mitanda Partners, L.P., a Texas limited partnership  
By: Caladar Corporation - its General Partner  
(a) Illinois Corporation

- Individual
  - Corporation
  - Partnership
  - Joint Venture
  - Other \_\_\_\_\_
- (check appropriate description)

\* By: David P. Dunham  
Name: David P. Dunham  
Title: Vice President

THE STATE OF TEXAS

COUNTY OF DALLAS

BEFORE ME, Lori A. Gunn on this day personally appeared David D. Dunham known to me or proved to me on the oath of \_\_\_\_\_ or through \_\_\_\_\_ (description or identity card or other documents) 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 capacities therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 21<sup>st</sup> day of January, A.D., 2000

Lori Gunn  
Notary Public, State of TEXAS

My Commission Expires:

Lori Gunn  
Typed/Printed Name of Notary



Owner of 1.9286 acres constituting \_\_\_\_\_ percent ( \_\_\_ %) of the Property.

Executed this 20 day of January, 2000.

a(n)

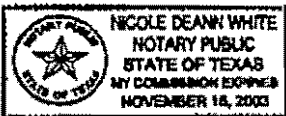
- Individual
  - Corporation
  - Partnership
  - Joint Venture
  - Other \_\_\_\_\_
- (check appropriate description)

By: John A. Mix  
Name: John A. Mix  
Title: V.P.

THE STATE OF TEXAS  
COUNTY OF DALLAS

BEFORE ME, Nicole Deann White on this day personally appeared John A. Mix known to me or proved to me on the oath of \_\_\_\_\_ or through Texas DL (description or identity card or other documents) 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 capacities therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 20 day of January,  
A.D., 2000.



My Commission Expires:

11-15-2003

Nicole Deann White  
Notary Public, State of \_\_\_\_\_

Nicole Deann White  
Typed/Printed Name of Notary

Owner of .400 acres constituting \_\_\_\_\_ percent ( \_\_\_\_\_ %) of the Property.

Executed this 26<sup>th</sup> day of January, 2000.

- Individual
  - Corporation
  - Partnership
  - Joint Venture
  - Other \_\_\_\_\_
- (check appropriate description)

\*(n) \_\_\_\_\_  
 \* By: [Signature]  
 Name: John R Pace  
 Title: POA

THE STATE OF TEXAS  
 COUNTY OF DALLAS

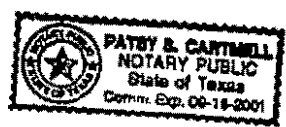
BEFORE ME, PATSY S. CARTMELL on this day personally appeared John E. Pace, known to me or proved to me on the oath of \_\_\_\_\_ or through \_\_\_\_\_ (description of identity card or other documents) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacities therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 20<sup>th</sup> day of JANUARY, A.D., 2000.

[Signature]  
 Notary Public, State of TEXAS

My Commission Expires:  
09-18-2001

PATSY S. CARTMELL  
 Typed/Printed Name of Notary



Owner of 1.8850 acres constituting \_\_\_\_\_ percent ( \_\_\_ %) of the Property.

Executed this 24<sup>th</sup> day of January, 2000.

Fourbrightpartners, Ltd.  
s(n) Limited Partnership

- Individual
  - Corporation
  - Partnership
  - Joint Venture
  - Other \_\_\_\_\_
- (check appropriate description)

By: C.R. Bright  
Name: C.R. Bright  
Title: President, HGG, Inc. its general partner

THE STATE OF Texas  
COUNTY OF Dallas

BEFORE ME, Vicki Vaughn on this day personally appeared C.R. Bright, known to me or proved to me on the oath of \_\_\_\_\_ or through \_\_\_\_\_ (description or identity card or other documents) 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 capacities therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 24<sup>th</sup> day of January, A.D., 2000.



Vicki L. Vaughn  
Notary Public, State of Texas

My Commission Expires:

6-5-03

Vicki L. Vaughn  
Typed/Printed Name of Notary

2000157 00086'

4

117222 7 (09/06/00) 7 22211

Owner of 25.333 acres constituting \_\_\_\_\_ percent ( \_\_\_\_\_ %) of the Property.

Executed this 27<sup>th</sup> day of January, 2000.

AMERICAN PROFESSIONAL & REGULATORY INC.  
a(n) limited corp.

- Individual
  - Corporation
  - Partnership
  - Joint Venture
  - Other \_\_\_\_\_
- (check appropriate description)

\* By: James W. Fair  
 Name: Vice President  
 Title: American Professional & Regulatory Inc.

THE STATE OF Connecticut  
 COUNTY OF Fairfield

BEFORE ME, Susan M. Anderson on this day personally appeared James W. Fair known to me or proved to me on the oath of \_\_\_\_\_ or through \_\_\_\_\_ (description or identity card or other documents) 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 capacities therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 27<sup>th</sup> day of January, A.D., 2000.

Susan M. Anderson  
 Notary Public, State of Connecticut

SUSAN M. ANDERSON  
 NOTARY PUBLIC  
 MY COMMISSION EXPIRES JAN. 31, 2003

My Commission Expires:

1/31/03

Typed/Printed Name of Notary

2000157 00087

Owner of 5.118 acres constituting all percent (100%) of the Property.

Executed this 24 day of January, 2000

Melony M. Le Robinson, LP.  
a(n) limited liability partnership  
of Texas  
By: [Signature]  
Name: James W. Adams  
Title: General Partner

- Individual
  - Corporation
  - Partnership
  - Joint Venture
  - Other \_\_\_\_\_
- (check appropriate description)

THE STATE OF Texas  
COUNTY OF Dallas

BEFORE ME, MA Richmond on this day personally appeared James W. Adams known to me or proved to me on the oath of \_\_\_\_\_ or through \_\_\_\_\_ (description of identity card or other documents) 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 capacities therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 24 day of January, A.D., 2000.



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

MA Richmond  
Notary Public, State of Texas

MA Richmond  
Typed/Printed Name of Notary

Owner of Approx 7.705 acres constituting \_\_\_\_\_ percent (\_\_\_\_ %) of the Property.

Executed this 24 day of January, 2000.

East - Midway Place L.P.  
a(n) Texas limited partnership

- Individual
  - Corporation
  - Partnership
  - Joint Venture
  - Other \_\_\_\_\_
- (check appropriate description)

By: Michael A. Herkman  
Name: Michael A. Herkman  
Title: President of general partner

THE STATE OF TEXAS  
COUNTY OF DALLAS

BEFORE ME, Volanda Dorsey on this day personally appeared Michael Herkman known to me or proved to me on the oath of \_\_\_\_\_ or through \_\_\_\_\_ (description or identity card or other documents) 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 capacities therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 24 day of JANUARY, A.D., 2000.



My Commission Expires:

1/11/03

Volanda A. Dorsey  
Notary Public, State of TEXAS

Volanda A. Dorsey  
Typed/Printed Name of Notary



Owner of 2.3742 acres constituting \_\_\_\_\_ percent (100 %) of the Property.

Executed this 24 day of Jan, 2000.

AVUSCET COMMUNICATIONS INC.  
a(n) \_\_\_\_\_

- Individual
  - Corporation
  - Partnership
  - Joint Venture
  - Other \_\_\_\_\_
- (check appropriate description)

By: Robert D. Housley  
Name: ROBERT D. HOUSLEY  
Title: PRESIDENT

THE STATE OF Texas  
COUNTY OF Tom Green

BEFORE ME, Peggy Meeks on this day personally appeared Robert D. Housley known to me and proved to me on the oath of \_\_\_\_\_ or through \_\_\_\_\_ (description or identity card or other documents) 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 capacities therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 24<sup>th</sup> day of January,  
A.D., 2000.

Notary Public, State of Texas

My Commission Expires:

Peggy Meeks  
Typed/Printed Name of Notary

9-21-2003



Owner of 4 acres constituting \_\_\_\_\_ percent (\_\_\_\_ %) of the Property.

Executed this 29th day of Jan, 2000

- Individual
  - Corporation
  - Partnership
  - Joint Venture
  - Other \_\_\_\_\_
- (check appropriate description)

a(n) \_\_\_\_\_

\* By: [Signature]  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

THE STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

BEFORE ME, Shirazeh Akbari on this day personally appeared \_\_\_\_\_, known to me or proved to me on the oath of \_\_\_\_\_ or through \_\_\_\_\_ (description or identity card or other documents) 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 capacities therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 29th day of Jan  
 A.D., 2000.

[Signature]  
 Notary Public, State of TX

My Commission Expires:  
11-30-00

Barrett Mason Janders  
 Typed/Printed Name of Notary



Owner of .832 acres constituting \_\_\_\_\_ percent (\_\_\_\_%) of the Property.

Executed this 2nd day of February, 2000.

- Individual
  - Corporation
  - Partnership
  - Joint Venture
  - Other \_\_\_\_\_
- (check appropriate description)

\_\_\_\_\_  
a(n) \_\_\_\_\_

\* By: [Signature]  
 Name: Benton W. Fry  
 Title: Owner

THE STATE OF TEXAS

COUNTY OF DALLAS

BEFORE ME, Lorna Roddy on this day personally appeared Benton W. Fry, known to me or proved to me on the oath of \_\_\_\_\_ or through \_\_\_\_\_ (description or identity card or other documents) 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 capacities therein stated.

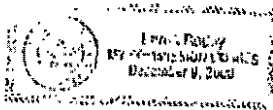
GIVEN UNDER MY HAND AND SEAL OF OFFICE this 2nd day of February,  
 A.D., 2000.

[Signature]  
 Notary Public, State of TEXAS

My Commission Expires:

Lorna Roddy  
 Typed/Printed Name of Notary

12/09/2000



2000157 00092

Owner of 4.1644 acres constituting \_\_\_\_\_ percent (\_\_\_\_%) of the Property.

Executed this 2 day of Feb, 00.

\_\_\_\_\_  
a(n)

- Individual
  - Corporation
  - Partnership
  - Joint Venture
  - Other \_\_\_\_\_
- (check appropriate description)

\* By: George R. Jones Jr  
 Name: George R. JONES Jr  
 Title: Jr.

THE STATE OF Texas

COUNTY OF Dallas

Thane P. Chisholm

BEFORE ME, George R. Jones Jr on this day personally appeared George R. Jones Jr, known to me or proved to me on the oath of \_\_\_\_\_ or through TXD # 06222092 (description or identity card or other documents) 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 capacities therein stated.

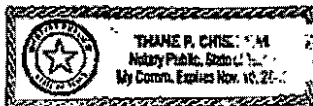
GIVEN UNDER MY HAND AND SEAL OF OFFICE this 2nd day of February, A.D., 2000.

Thane P. Chisholm  
 Notary Public, State of Texas

My Commission Expires:

Thane P. Chisholm  
 Typed/Printed Name of Notary

11-10-2001



Owner of 0.6099 acres constituting \_\_\_\_\_ percent ( \_\_\_ %) of the Property.

Executed this 4th day of February, 2000.

a(n) \_\_\_\_\_

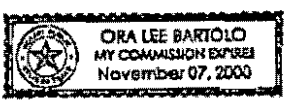
- Individual
  - Corporation
  - Partnership
  - Joint Venture
  - Other \_\_\_\_\_
- (check appropriate description)

By: [Signature]  
 Name: FRANK MORALES  
 Title: EXEC VICE PRESIDENT

THE STATE OF Texas  
 COUNTY OF Dallas

BEFORE ME, ORA LEE BARTOLO <sup>Notary</sup>  
~~FRANK MORALES~~ known to me or proved to me on the oath of \_\_\_\_\_ or through \_\_\_\_\_ (description or identity card or other documents) 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 capacities therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 4th day of February, A.D., 2000.



My Commission Expires:  
11/7/2000

[Signature]  
 Notary Public, State of Texas

ORA LEE BARTOLO  
 Typed/Printed Name of Notary

Owner of 0.5378 acres constituting \_\_\_\_\_ percent (\_\_\_\_ %) of the Property.

Executed this 7 day of Feb, 2000.

KIVCO CORP. aka KWIK KRM of  
s(n) CORP. TRINITY MILLS

- Individual
  - Corporation
  - Partnership
  - Joint Venture
  - Other \_\_\_\_\_
- (check appropriate description)

By: Marc S Kalaf  
Name: Marc S. Kalaf  
Title: President

THE STATE OF Texas  
COUNTY OF Dallas

BEFORE ME, Marc S. Kalaf on this day personally appeared  
known to me or proved to me on the oath of \_\_\_\_\_ or through  
Business License (description or identity card or other documents) 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 capacities therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 7<sup>th</sup> day of February,  
A.D., 2000.

Janice L. Stallone  
Notary Public, State of Texas

	JANICE L. STALLONE MY COMMISSION EXPIRES April 28, 2000
---	---

My Commission Expires:

Typed/Printed Name of Notary

Owner of 1.2304 acres constituting \_\_\_\_\_ percent (\_\_\_%) of the Property.

Executed this 10 day of FEB., 2000.

BELWOOD NORTH VENTURE  
(an) Connell Development Co., Manager

- Individual
  - Corporation
  - Partnership
  - Joint Venture
  - Other \_\_\_\_\_
- (check appropriate description)

By: Mark W. Connell  
Name: MARK W. CONNELL  
Title: PRESIDENT

THE STATE OF TEXAS  
COUNTY OF DAWES

BEFORE ME, LACRECIA STEGEMOLLER on this day personally appeared Mark W. Connell, known to me or proved to me on the oath of \_\_\_\_\_ or through DANNIS LEWIS (description or identity card or other documents) 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 capacities therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 10<sup>TH</sup> day of FEBRUARY,  
A.D., 2000.

Lacrecia Stegemoller  
Notary Public, State of \_\_\_\_\_



\_\_\_\_\_  
Typed/Printed Name of Notary

Owner of 1.521 acres constituting \_\_\_\_\_ percent (\_\_\_\_%) of the Property.

Executed this 29 day of Feb, 00.

3227 Redene L.P.  
a(n) By: Stream Acquisition LLC

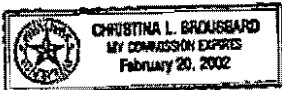
- Individual
  - Corporation
  - Partnership
  - Joint Venture
  - Other \_\_\_\_\_
- (check appropriate description)

\* By: [Signature]  
 Name: LEE BELAND  
 Title: MEMBER

THE STATE OF TEXAS  
 COUNTY OF ELLIS

BEFORE ME, Christina L. Broussard on this day personally appeared LEE BELAND, known to me or proved to me on the oath of \_\_\_\_\_ or through \_\_\_\_\_ (description or identity card or other documents) 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 capacities therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 29<sup>th</sup> day of FEBRUARY, A.D., 2000.



[Signature]  
 Notary Public, State of TEXAS

My Commission Expires:

0/20/02

Christina L. Broussard  
 Typed/Printed Name of Notary



Owner of 1.344 acres constituting \_\_\_\_\_ percent (\_\_\_\_ %) of the Property.

Executed this 30 day of April, 2000.

\_\_\_\_\_  
a(n)

- Individual
  - Corporation
  - Partnership
  - Joint Venture
  - Other \_\_\_\_\_
- (check appropriate description)

By: Drew Beason  
 Name: Drew Beason  
 Title: President

THE STATE OF OKLAHOMA

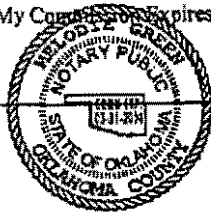
COUNTY OF OKLAHOMA

BEFORE ME, Melodie Green on this day personally appeared Drew Beason known to me or proved to me on the oath of \_\_\_\_\_ or through Melodie Green (description or identity card or other documents) 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 capacities therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 30 day of April,  
 A.D., 2000.

Melodie Green  
 Notary Public, State of Oklahoma

My Commission Expires:



Melodie Green  
 Typed/Printed Name of Notary

EXHIBIT "A"

BEING a tract of land situated in the GEORGE SYMS SURVEY, ABSTRACT NO. 1344, Dallas County, Texas, and being part of Lot 1, Block A of a Replot of Beltwood North - Airport Addition, an Addition to the Town of Addison, Texas as recorded in Volume 94030, Page 2550, Deed Records, Dallas County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2" diameter iron rod found at the Southwest corner of said Lot 1, said iron rod also being at the Northwest corner of Lot 2 in said Addition, said iron rod also being in the East line of Midway Road (a 100' right-of-way);

THENCE North 00 degrees 09 minutes 30 seconds East, 226.69 feet, with the said East line of Midway Road, to a 1/2" diameter iron rod found;

THENCE South 89 degrees 50 minutes 30 seconds East, 214.63 feet to a 1/2" diameter iron rod found in the Southwest line of Addison Airport;


THENCE South 20 degrees 39 minutes 08 seconds East, 242.51 feet, with the said Southwest line of Addison Airport and along a fence line, to a 1/2" diameter iron rod found at the Northeast corner of said Lot 2;

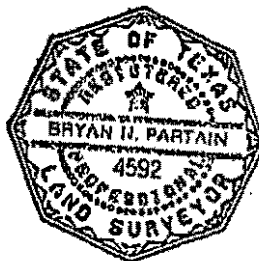
THENCE North 89 degrees 50 minutes 30 seconds West, 300.79 feet, with the North line of said Lot 2, to the PLACE OF BEGINNING and containing 58,421 square feet (1.3412 acres) of land, more or less.

This survey substantially complies with the current Texas Society of Professional Surveyors Standards and Specifications for a Category 1A, Condition II Survey.

This survey was performed in connection with the transaction described in Republic Title of Texas, Inc. G.F. No. 98R03003 S/A. Use of this survey for any other purpose or by any other parties shall be at their risk and the undersigned is not responsible to others for any loss resulting therefrom.

This tract is shown to be in Zone C as delineated on the Federal Emergency Management Agency Map, Addison Community Panel No. 481089 0005 A, dated July 16, 1980.

  
Bryan N. Partain  
Registered Professional Land Surveyor No. 4592



20001157 00099

FILED

2000 AUG 14 AM 8:23

EARL BULLOCK  
COUNTY CLERK  
DALLAS COUNTY

Any provision herein which restricts the sale, rental, or use of the  
premises on the basis of race or color is hereby rejected and  
unenforceable under the laws of the STATE OF TEXAS.  
I hereby certify that this instrument was filed on the date and time  
stated herein by me or by a duly authorized officer of the County and  
that it is a true and correct copy of the original as recorded in the public  
records of the County of Dallas, Texas as required  
thereby by me.

AUG 14 2000



*Earl Bullock*  
COUNTY CLERK, Dallas County, Texas

Return to:  
KANE, RUSSELL, SOLEMAN & LORAN, P.C.  
1601 Elm Street, Suite 8700  
Dallas, Texas 75201  
ATTN: Melanie Roberts

2000 | 57 00100

DFNT 280165D22.dw. ff \$81.00

DALLAS

RETURN TO:

Frank Hinkleley  
5708 Fredrick  
Dallas, TX 75093

FOURTH AMENDMENT TO  
DECLARATIONS OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR

BELTWOOD NORTH BUSINESS PARK

1656803

12/31/01

3009987

\$61.00

This Fourth Amendment of the Declaration of Covenants, Conditions, and Restrictions for Beltwood Business Park (the "Fourth Amendment"), is made this day by and between the undersigned, as follows:

WITNESSETH

- A. That certain Declaration of Covenants, Conditions, and Restrictions for Beltwood Business Park (the "Original Declaration") executed by Beltwood North Joint Ventures (the "Declarant"), dated December 1, 1977, filed of record at Volume 78050, Page 0009 of the Real Property Records of Dallas County, Texas, relating to that certain real property more fully described therein (the "Property").
- B. The Original Declaration was amended by that certain First Amendment to Declaration of Covenants, Conditions and Restrictions for Beltwood North Business Park, dated July 24, 1978, filed of record at Volume 78157, Page 0026, (the "First Amendment").
- C. The Original Declaration was further amended by that certain Supplementary Declaration of Covenants, Conditions and Restrictions for Beltwood Business Park (the "Supplement") dated March 25, 1981, and filed of record at Volume 81060, Page 0198.
- D. The Original Declaration was clarified by that certain Affidavit (the "Affidavit"), dated February 1, 1984, executed by the Declarant, filed of record at Volume 84110, Page 4278 of the Real Property Records of Dallas County, Texas.
- E. The Original Declaration was further amended by that certain Second Amendment to Covenants, Conditions and Restrictions for Beltwood North Business Park, Dallas, Texas (the "Second Amendment"), dated February 17, 1989, filed of record at Volume 89038 Page 3263, Volume 89038 Page 3268, Volume 89038 Page 3273, Volume 89038 Page 3278, Volume 89038 Page 3283, Volume 89038 Page 3288, Volume 89038 Page 3293, Volume 89038 Page 3300, Volume 89038 Page 3305, Volume 89038 Page 3310, Volume 89038 Page 3315, Volume 89038 Page 3320, Volume 89038 Page 3325, Volume 89038 Page 3330, Volume 89038 Page 3335, Volume 89038 Page 3340, Volume 89038 Page 3345, Volume 89038 Page 3350, Volume 89038 Page 3359, Volume 89038 Page 3364, Volume 89038 Page 3369, Volume 89038 Page 3374, Volume 89038 Page 3379, Volume 89038 Page 3384, Volume 89038 Page 3389, Volume 89038 Page 3394, Volume 89038 Page 3399, Volume 89038 Page 3404, Volume 89038 Page 3409, Volume 89038 Page 3414, Volume 89041 Page 0003, of the real property records of Dallas County, Texas.

274746.1 (02/29/01)

12-31-2001

7001 252 08934

- F. The Original Declaration was further amended by that certain Third Amendment to Declaration of Covenants, Conditions, and Restrictions for Beltwood North Business Park filed of record at Volume 2000175, Page 00057, (the "Fourth Amendment"). (The Original Declaration, First Amendment, Supplement, Affidavit, Second Amendment and Third Amendment are hereby collectively referred to as the "Declaration").
- G. The undersigned, who collectively constitute the Declarant and owners of record of in excess of fifty percent in the Property (collectively the "Majority Owners"), now desire to further amend the Declaration to allow for the construction of an office building and hangar, located on a specific portion of the Property, more fully described in Exhibit "A", attached, and hereby incorporated (the "Amendment Tract"), upon the terms and conditions set forth herein.

For and in consideration of the terms and conditions set forth herein and the sum of Ten and No/100 Dollars, the receipt and adequacy of which is hereby acknowledged, the undersigned hereby agree as follows:

1.
  - a. Solely with respect to the Amendment Tract, the terms and conditions set forth in the Declaration will in no event prohibit the construction on the Amendment Tract of an office building and hangar, and use of the Amendment Tract for office and general aviation uses, including but not limited to the parking, storage, taxi activity, landing, take off and maintenance of aircraft and general aviation uses. The Declaration will in no way limit the general aviation uses on the Amendment Tract which will be limited only by applicable federal, state and local laws, rules and regulations.
  - b. For the purposes of the terms and conditions of the Declaration, in no event will any of the uses permitted under this Fourth Amendment be deemed to be a use which is dangerous, constitutes a nuisance, or causes the emission of dust, odor, gases, smoke, fumes or noise which is or may be injurious to persons working on, or products manufactured or stored on, adjoining properties, or otherwise prohibited under the Declaration.
  - c. The hangar doors may be constructed of metal provided however that any such metal hangar doors must be located on the east side of the hangar (facing the currently existing airport runway), and will not be visible, in any material respect, from Midway Road. Review by the Board (as defined in the Declaration) of the development of the Amendment Tract, in a manner consistent with the rights and permitted uses as set forth in this Fourth Amendment, will continue to be required in accordance with the terms of Article III of the Declaration.
2. Except as otherwise set forth herein, all initial capped terms set forth herein will be defined as set forth in the Declaration.
3. Except as otherwise set forth herein, the Declaration will remain in full force and effect.
4. This Fourth Amendment may be executed in multiple counterparts, which together will constitute one original.

224746\_1 (00999.01)

2001 252 08935

EXHIBIT "A"

LEGAL DESCRIPTION

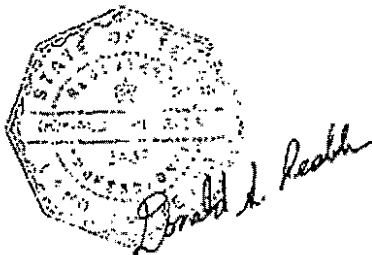
BEING A 1.369 ACRE TRACT OF LAND SITUATED IN THE G. SYMS SURVEY, ABSTRACT NO. 1344 IN THE CITY OF ADDISON, DALLAS COUNTY, TEXAS AND BEING PART OF LOT 1, BLOCK A, BELTWOOD NORTH AIRPORT ADDITION AS SHOWN ON THE REPLAT OF SAME, AN ADDITION TO THE CITY OF ADDISON, TEXAS ACCORDING TO THE PLAT RECORDED IN VOLUME 94030, PAGE 2550 M.R.D.C.T. AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND 1/2" IRON ROD AT THE MOST NORTHERLY CORNER OF SAID LOT 1, AND LYING IN THE EAST LINE OF MIDWAY ROAD (100' R/W) AND ALSO BEING IN THE WEST LINE OF ADDISON AIRPORT;

THENCE S 20° 16' 43" E WITH THE SOUTHWEST LINE OF SAID ADDISON AIRPORT FOR 593.44' TO A FOUND 1/2" IRON ROD;

THENCE S 87° 46' 33" W LEAVING SAID SOUTHWEST LINE FOR 211.49' TO A FOUND 1/2" IRON ROD IN THE SAID EAST LINE OF MIDWAY ROAD;

THENCE N 00° 34' 27" E ALONG SAID EAST LINE FOR 564.89' TO THE POINT OF BEGINNING AND CONTAINING 59,664 SQUARE FEET OR 1.369 ACRES OF LAND.



2001 252 08936

CONSENT OF DECLARANT

Beltwood North Joint Ventures, the Declarant (as defined in the Declaration), hereby consents to the amendment of the Declaration as described in the foregoing Fourth Amendment to Covenants, Conditions and Restrictions for Beltwood North Business Park, Dallas County, Texas.

Executed this 1<sup>st</sup> day of May, 2001.

BELTWOOD NORTH JOINT VENTURES,  
a Texas joint venture

Connell Development Co., Manager

By: Mark W. Connell  
Name: MARK W. CONNELL  
Title: PRESIDENT

THE STATE OF TEXAS

COUNTY OF DALLAS

BEFORE ME, Ava Compton on this day personally appeared Mark W. Connell known to me or proved to me on the oath of \_\_\_\_\_ or through Drivers License (description or identity card or other documents) 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.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 1st day of May, A.D.,  
2001

Ava Compton  
Notary Public, State of Texas

My Commission Expires:

\_\_\_\_\_  
Typed/Printed Name of Notary



Owner of 6.26 acres constituting \_\_\_\_\_ percent (\_\_\_\_ %) of the Property.

Executed this 19 day of June, 2001

- Individual
  - Corporation
  - Partnership
  - Joint Venture
  - Other \_\_\_\_\_
- (check appropriate description)

\_\_\_\_\_  
a(n) \_\_\_\_\_

X By: Craig R. Foley  
 Name: Craig R. Foley  
 Title: Regional Manager for Storge USA

THE STATE OF Texas  
 COUNTY OF Collin Leigh Ann Dille

BEFORE ME, Craig R. Foley on this day personally appeared Craig R. Foley known to me or proved to me on the oath of \_\_\_\_\_ or through TXDI (description of identity card or other documents) 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 capacities therein stated.

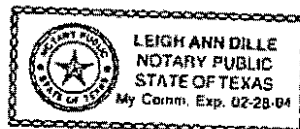
GIVEN UNDER MY HAND AND SEAL OF OFFICE this 17 day of June, A.D., 2001.

Leigh Ann Dille  
 Notary Public, State of Texas

My Commission Expires:

2-28-04

Leigh Ann Dille  
 Typed/Printed Name of Notary



274246\_1 (0099901)



Owner of 1.45 acres constituting \_\_\_\_\_ percent (\_\_\_\_ %) of the Property.

Executed this 1<sup>st</sup> day of May 2001.

LAWY AGENTS, INC.  
a(n) \_\_\_\_\_

- Individual
  - Corporation
  - Partnership
  - Joint Venture
  - Other \_\_\_\_\_
- (check appropriate description)

By: [Signature]  
Name: J. D. TOHLIN III  
Title: PRESIDENT

THE STATE OF Texas  
COUNTY OF Dallas

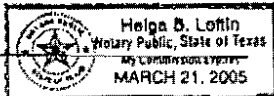
BEFORE ME, HELGA B. LOFTIN on this day personally appeared J. D. TOHLIN III known to me or proved to me on the oath of \_\_\_\_\_ or through [Signature] (description or identity card or other documents) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacities therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 1<sup>st</sup> day of May, A.D., 2001.

Helga B. Loftin  
Notary Public, State of TEXAS

My Commission Expires:

HELGA B. LOFTIN  
Typed/Printed Name of Notary



Owner of 1.8850 acres constituting \_\_\_\_\_ percent (\_\_\_\_%) of the Property.

Executed this 28<sup>th</sup> day of February, 2001

a(n) \_\_\_\_\_

- Individual
  - Corporation
  - Partnership
  - Joint Venture
  - Other
- (check appropriate description)

By: X C.A. RSD  
 Name: C.R. Bright  
 Title: Vice President, A66, Inc. - General Partner of Fairbrightpartners, Ltd.

THE STATE OF Texas

COUNTY OF Dallas

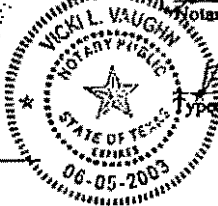
BEFORE ME, Vicki L. Vaughn on this day personally appeared C.R. Bright known to me or proved to me on the oath of personally or through \_\_\_\_\_ (description or identity card or other documents) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacities therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 28<sup>th</sup> day of February, A.D.,  
2001

Vicki L. Vaughn  
 Notary Public, State of Tx

My Commission Expires:

6-5-2003



Vicki L. Vaughn  
 Type/Printed Name of Notary

Owner of 1.283 acres constituting \_\_\_\_\_ percent (\_\_\_\_ %) of the Property.

Executed this 15 day of FEBRUARY, 2001.

- Individual
  - Corporation
  - Partnership
  - Joint Venture
  - Other \_\_\_\_\_
- (check appropriate description)

a(n) \_\_\_\_\_  
 By: [Signature]  
 Name: FRED W WING  
 Title: OWNER

THE STATE OF Texas

COUNTY OF Dallas

BEFORE ME, Dianne Epperson  
~~Fred W. Wing~~ on this day personally appeared Fred W Wing  
 known to me or proved to me on the oath of \_\_\_\_\_ or through \_\_\_\_\_ (description or  
 identity card or other documents) 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 capacities therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 15<sup>th</sup> day of February, A.D.,  
2001



My Commission Expires:

10-28-03

Dianne E. Epperson  
 Notary Public, State of Texas

Dianne E. Epperson  
 Typed/Printed Name of Notary

Owner of 7.954 acres constituting \_\_\_\_\_ percent (        %) of the Property.

Executed this 12 day of February, 2001.

- Individual
  - Corporation
  - Partnership
  - Joint Venture
  - Other \_\_\_\_\_
- (check appropriate description)

a(n) \_\_\_\_\_  
 By: [Signature]  
 Name: J. Firman Cook Jr.  
 Title: President Virginia Enterprises, Inc. Gen Partner

THE STATE OF Texas  
 COUNTY OF Dallas

BEFORE ME, Tarek Kramer on this day personally appeared J. Firman Cook known to me or proved to me on the oath of \_\_\_\_\_ or through \_\_\_\_\_ (description or identity card or other documents) 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 capacities therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 13<sup>th</sup> day of February, A.D., 2001.

[Signature]  
 Notary Public, State of Texas

My Commission Expires: [Signature]  
 Typed/Printed Name of Notary  
01-16-2002

Owner of 1.521 acres constituting \_\_\_\_\_ percent (\_\_\_\_%) of the Property.

Executed this 12<sup>th</sup> day of FEBRUARY, 2001.

The Blumin Family Trust  
a(n) \_\_\_\_\_

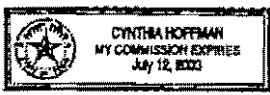
- Individual
- Corporation
- Partnership
- Joint Venture
- Other FAMILY TRUST  
(check appropriate description)

By: [Signature] TRUSTEE  
Name: ROBERT BLUMIN  
Title: TRUSTEE

THE STATE OF TX  
COUNTY OF DALLAS

BEFORE ME, Robert Blumin on this day personally appeared FEB 13, 2001  
known to me or proved to me on the oath of PUSQUAN KIM through N/A (description or  
identity card or other documents) 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 capacities therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 12<sup>th</sup> day of FEBRUARY, A.D.,  
2001.



[Signature]  
Notary Public, State of TX

My Commission Expires:  
7/12/03

CYNTHIA HOFFMAN  
Typed/Printed Name of Notary

Owner of .6099 acres constituting \_\_\_\_\_ percent (\_\_\_\_ %) of the Property.

Executed this 2<sup>nd</sup> day of January, 2001  
Greg Bruno Tufan, LP  
by: Greg Bruno Tufan, LP  
for a Texas Corporation, its general partner

- Individual
- Corporation
- Partnership
- Joint Venture
- Other Limited Partnership  
(check appropriate description)

By: Frank Morales  
Name: Frank Morales  
Title: Executive Vice President

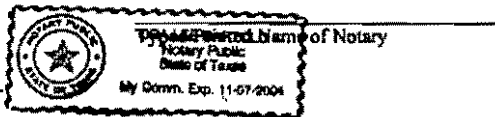
THE STATE OF Texas  
COUNTY OF Dallas

BEFORE ME, ORA LEE BARTOLD on this day personally appeared FRANK MORALES known to me or proved to me on the oath of \_\_\_\_\_ or through \_\_\_\_\_ (description or identity card or other documents) 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 capacities therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 2<sup>nd</sup> day of January A.D., 2001

Oral Lee Bartold  
Notary Public, State of Texas

My Commission Expires:



274746\_1 (05/99/01)

Owner of 3.945 acres constituting \_\_\_\_\_ percent (\_\_\_\_ %) of the Property.

Executed this 15<sup>th</sup> day of December, 2000  
Miranda Partners, L.P., a Texas limited partnership  
By: Calder Corporation, an Illinois corporation  
s(n) \_\_\_\_\_

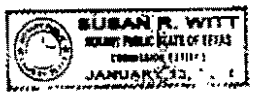
- Individual
  - Corporation
  - Partnership
  - Joint Venture
  - Other \_\_\_\_\_
- (check appropriate description)

By: David D. Dinkham  
Name: David D. Dinkham  
Title: Vice President

THE STATE OF TEXAS  
COUNTY OF DALLAS

BEFORE ME, Susan Witt on this day personally appeared David D. Dinkham,  
known to me or proved to me on the oath of \_\_\_\_\_ or through \_\_\_\_\_ (description of  
identity card or other documents) 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 capacities therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 15<sup>th</sup> day of December, A.D.,  
2000



Susan R. Witt  
Notary Public, State of Texas

My Commission Expires:  
1-13-01

Susan R. Witt  
Typed/Printed Name of Notary

Owner of 2.3742 acres constituting \_\_\_\_\_ percent (\_\_\_\_ %) of the Property.

Executed this 29 day of NOVEMBER, 2000.

HOUSLEY COMMUNICATIONS INC.  
a(n)

- Individual
  - Corporation
  - Partnership
  - Joint Venture
  - Other \_\_\_\_\_
- (check appropriate description)

By: Robert D. Housley  
Name: ROBERT D. HOUSLEY  
Title: PRESIDENT



THE STATE OF TEXAS  
COUNTY OF TOM GREEN

BEFORE ME: GOLDA M. FOSTER on this day personally appeared Robert D. Housley known to me or ~~proved to me on the oath of~~ \_\_\_\_\_ or through \_\_\_\_\_ (description or identity card or other documents) 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 capacities therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 8 day of Dec., A.D., 2000

Golda M. Foster  
Notary Public, State of TEXAS

My Commission Expires:

Oct. 14, 2000

Golda M. Foster  
Typed/Printed Name of Notary



Owner of 1.344 acres constituting \_\_\_\_\_ percent (\_\_\_\_ %) of the Property.

Executed this 11<sup>TH</sup> day of DECEMBER, 2000.

RETAIL BUILDINGS INC.  
a(n) OKLAHOMA CORPORATION

- Individual
  - Corporation
  - Partnership
  - Joint Venture
  - Other \_\_\_\_\_
- (check appropriate description)

By: Drew Brown  
Name: Drew Brown  
Title: President

THE STATE OF OKLA  
COUNTY OF OKLA

BEFORE ME, \_\_\_\_\_ on this day personally appeared DREW BROWN known to me or proved to me on the oath of \_\_\_\_\_ or through \_\_\_\_\_ (description or identity card or other documents) 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 capacities therein stated.

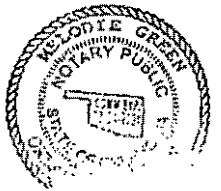
GIVEN UNDER MY HAND AND SEAL OF OFFICE this 11<sup>TH</sup> day of DECEMBER A.D., 2000.

Melodie Green  
Notary Public, State of OKLAHOMA

My Commission Expires:

Melodie Green  
Typed/Printed Name of Notary

Mar 31, 2004



274746\_1 (0099701)

Owner of 4.3908 acres constituting \_\_\_\_\_ percent (\_\_\_\_%) of the Property.

Executed this 8 day of Dec, 2000

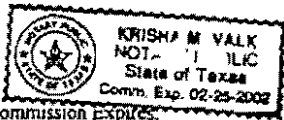
- Individual
  - Corporation
  - Partnership
  - Joint Venture
  - Other
- (check appropriate description)

s(n) owner  
 By: Don Valk  
 Name: DON VALK  
 Title: OWNER

THE STATE OF Texas  
 COUNTY OF Dallas

BEFORE ME, DON VALK on this day personally appeared 12/8/2000  
 known to me or proved to me on the oath of \_\_\_\_\_ or through personally known (description or  
 identity card or other documents) 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 capacities therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 8th day of December, A.D.,  
2000



My Commission Expires 2-25-2002

Krishna M. Valk  
 Notary Public, State of Texas

KRISHA M. VALK  
 Typed/Printed Name of Notary

Owner of 11.4526 acres constituting \_\_\_\_\_ percent (\_\_\_\_%) of the Property.

Executed this 5 day of December, 2000

- Individual
  - Corporation
  - Partnership
  - Joint Venture
  - Other \_\_\_\_\_
- (check appropriate description)

a(n) \_\_\_\_\_  
 By: [Signature]  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

THE STATE OF Texas  
 COUNTY OF Dallas

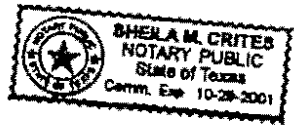
BEFORE ME, Sheila Crites on this day personally appeared John Dwyer known to me or proved to me on the oath of \_\_\_\_\_ or through \_\_\_\_\_ (description or identity card or other documents) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacities therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 6<sup>th</sup> day of December A.D., 2000.

Sheila M. Crites  
 Notary Public, State of Texas

My Commission Expires:  
10-29-2001

Sheila M. Crites  
 Typed/Printed Name of Notary



234746, 1 (00999.01)

Owner of 7.063 acres constituting One hundred percent (100%) of the Property.

Executed this 9<sup>th</sup> day of December, 2000.

TONI'S GUY USA, INC.  
a Texas corporation

By: Bruno Mascolo  
Name: Bruno A. Mascolo  
Title: President and CEO

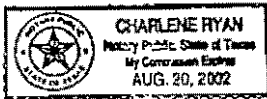
- Individual
  - Corporation
  - Partnership
  - Joint Venture
  - Other
- (check appropriate description)

THE STATE OF Texas

COUNTY OF Dallas

BEFORE ME, Charlene Ryan on this day personally appeared Bruno Mascolo known to me or proved to me on the oath of \_\_\_\_\_ or through driver's license (description or identity card or other documents) 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 capacities therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 1<sup>st</sup> day of December, 2000.



Charlene Ryan  
Notary Public, State of TEXAS

CHARLENE RYAN  
Typed/Printed Name of Notary

My Commission Expires:

August, 20, 2002

Owner of 4.35 acres constituting \_\_\_\_\_ percent (\_\_\_\_ %) of the Property.

Executed this 6<sup>th</sup> day of December, 2000.

- Individual
  - Corporation
  - Partnership
  - Joint Venture
  - Other \_\_\_\_\_
- (check appropriate description)

a(n) \_\_\_\_\_  
 By: [Signature]  
 Name: Janet Spencer Shaw  
 Title: Owner

THE STATE OF Texas  
 COUNTY OF Dallas

BEFORE ME Sandra R. Covington on this day personally appeared Janet Spencer Shaw known to me or proved to me on the oath of \_\_\_\_\_ or through \_\_\_\_\_ (description or identity card or other documents) 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 capacities therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 6<sup>th</sup> day of December, A.D., 2000.



[Signature]  
 Notary Public, State of Texas

My Commission Expires:

May 23, 2002

Sandra R. Covington  
 Typed/Printed Name of Notary

Owner of 4.1644 acres constituting \_\_\_\_\_ percent (\_\_\_\_%) of the Property.

Executed this 6 day of December, 2000

a(n) \_\_\_\_\_

- Individual
  - Corporation
  - Partnership
  - Joint Venture
  - Other \_\_\_\_\_
- (check appropriate description)

By: Kerry Brown  
 Name: George R Jones Jr  
 Title: owner/manager

THE STATE OF Texas  
 COUNTY OF Dallas

BEFORE ME, Kerry Brown on this day personally appeared GEORGE JONES JR known to me or proved to me on the oath of \_\_\_\_\_ or through TOL (description of identity card or other documents) 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 capacities therein stated.

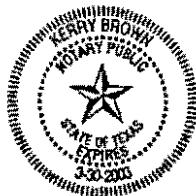
GIVEN UNDER MY HAND AND SEAL OF OFFICE this 6th day of December, D., 2000

Kerry Brown  
 Notary Public, State of TX

My Commission Expires:

3-30-03

KERRY BROWN  
 Typed/Printed Name of Notary



274746\_1 (0099901)

Owner of 1.34118 acres constituting \_\_\_\_\_ percent (\_\_\_\_%) of the Property.

Executed this 5<sup>th</sup> day of December, 2002

Sixteen Thousand Five Hundred, Inc  
a(n) Corporation

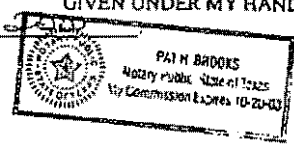
- Individual
  - Corporation
  - Partnership
  - Joint Venture
  - Other \_\_\_\_\_
- (check appropriate description)

By: Jerry King Echevarria  
Name: Jerry King Echevarria  
Title: Chairman & Founder

THE STATE OF Texas  
COUNTY OF Dallas

BEFORE ME, Pat H. Brooks on this day personally appeared Jerry King Echevarria known to me or proved to me on the oath of \_\_\_\_\_ or through \_\_\_\_\_ (description of identity card or other documents) 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 capacities therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 5<sup>th</sup> day of December A.D.



Pat H. Brooks  
Notary Public, State of TX

My Commission Expires:  
10-20-03

Pat H. Brooks  
Typed/Printed Name of Notary

Owner of 1.718 acres constituting ONE HUNDRED (100%) of the Property.

Executed this 4 day of DECEMBER, 2001

\_\_\_\_\_  
s(n)

- Individual
  - Corporation
  - Partnership
  - Joint Venture
  - Other
- (check appropriate description)

By: Richard Bryan  
 Name: \_\_\_\_\_  
 Title: PLAT. MGR  
KENNEDY PROD. CO.

THE STATE OF Texas  
 COUNTY OF Dallas

BEFORE ME, Richard Bryan on this day personally appeared \_\_\_\_\_  
 known to me or proved to me on the oath of \_\_\_\_\_ or through \_\_\_\_\_ (description of  
 identity card or other documents) 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 capacities therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 4th day of December, D.,  
2000

Jean L. Reed  
 Notary Public, State of Texas

My Commission Expires:  
9/24/2002

Jean L. Reed  
 Typed/Printed Name of Notary



Owner of 1.984 acres constituting \_\_\_\_\_ percent (\_\_\_\_ %) of the Property.

Executed this 4th day of December, 2000.

Pacific Kellway LLC  
a(n) Texas limited liability company

- Individual
  - Corporation
  - Partnership
  - Joint Venture
  - Other LLC
- (check appropriate description)

By: [Signature]  
Name: David S. Rosen  
Title: President of Managing Member  
Pacific Equities Group, Inc.

THE STATE OF California  
COUNTY OF Los Angeles

Notary Public

BEFORE ME, Rebecca Jewell on this day personally appeared David S. Rosen known to me or proved to me on the oath of \_\_\_\_\_ or through \_\_\_\_\_ (description or identity card or other documents) 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 capacities therein stated.

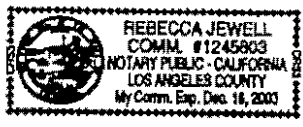
GIVEN UNDER MY HAND AND SEAL OF OFFICE this 4th day of December, A.D. 2000.

[Signature: Rebecca Jewell]  
Notary Public, State of California  
Rebecca Jewell

My Commission Expires:

12/16/03

Typed/Printed Name of Notary



Owner of 1.296 acres constituting \_\_\_\_\_ percent (\_\_\_\_%) of the Property.

Executed this 29 day of NOVEMBER, 2000.

Mckinney/Fannin Properties, Ltd.  
a Texas Limited Partnership  
by Arroyac Investments, L.P.  
(a) Texas Limited Liability Company,  
General Partner

- Individual
  - Corporation
  - Partnership
  - Joint Venture
  - Other \_\_\_\_\_
- (check appropriate description)

By: [Signature]  
Name: SUZANNE S. NASH  
Title: VICE PRESIDENT

THE STATE OF Texas

COUNTY OF Dallas

BEFORE ME, Loretta Seal on this day personally appeared Suzanne Nash,  
known to me or proved to me on the oath of \_\_\_\_\_ or through \_\_\_\_\_ (description or  
identity card or other documents) 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 capacities therein stated.

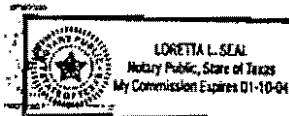
GIVEN UNDER MY HAND AND SEAL OF OFFICE this 29 day of November, A.D.,  
2000.

[Signature]  
Notary Public, State of Texas

My Commission Expires:

Loretta L Seal  
Typed/Printed Name of Notary

01-10-04



274746\_1 (00999/01)

2001 252 08956

Owner of 1.437 acres constituting \_\_\_\_\_ percent ( \_\_\_\_\_ %) of the Property.

Executed this 26<sup>th</sup> day of NOVEMBER, 2000

(n) \_\_\_\_\_  
*[Handwritten signature]*

- Individual
  - Corporation
  - Partnership
  - Joint Venture
  - Other \_\_\_\_\_
- (check appropriate description)

By: \_\_\_\_\_  
Name: I. B. WEATHERS  
Title: PRES. OF GEN. PTR.

THE STATE OF Texas  
COUNTY OF Bell

BEFORE ME, Karen E. Wheeler on this day personally appeared I. B. Weathers known to me or proved to me on the oath of \_\_\_\_\_ or through TX DL (description or #04860916 identity card or other documents) 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 capacities therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 20<sup>th</sup> day of Nov., A.D., 2000



My Commission Expires:  
12/29/03

*[Handwritten signature: Karen E. Wheeler]*  
Notary Public, State of Texas

Karen E. Wheeler  
Typed/Printed Name of Notary

Owner of 3.0991 acres constituting \_\_\_\_\_ percent (\_\_\_\_%) of the Property.

Executed this 27 day of NOVEMBER, 2002  
LOW FAMILY HOLDINGS INDUSTRIAL TRUST LIMITED PARTNERSHIP  
BY: CFI-FICP, LLC  
BY: LOW FAMILY HOLDINGS INDUSTRIAL LIMITED PARTNERSHIP  
BY: LFH INDUSTRIAL TRUST, INC.

- Individual
  - Corporation
  - Partnership
  - Joint Venture
  - Other \_\_\_\_\_
- (check appropriate description)

By: [Signature]  
Name: ANDREW S. LOWE  
Title: VICE PRESIDENT

THE STATE OF Texas  
COUNTY OF Dallas

BEFORE ME, Patricia Ann Baumgart on this day personally appeared Andrew S. Lowe  
known to me or proved to me on the oath of John Powell or through \_\_\_\_\_ (description or  
identity card or other documents) 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 capacities therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 27th day of November, A.D.,  
2002



Patricia Ann Baumgart  
Notary Public, State of Texas

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

\_\_\_\_\_  
Typed/Printed Name of Notary

Owner of .8287 acres constituting \_\_\_\_\_ percent (\_\_\_\_%) of the Property.

Executed this 1<sup>ST</sup> day of DECEMBER, 2000.

- Individual
  - Corporation
  - Partnership
  - Joint Venture
  - Other
- (check appropriate description)

b(n) \_\_\_\_\_  
 By: [Signature]  
 Name: Richard L. Ervin  
 Title: Partner

THE STATE OF Texas

COUNTY OF Tarrant

Leslie B. Ervin

BEFORE ME, Richard Ervin on this day personally appeared Richard L. Ervin known to me or proved to me on the oath of VA or through Drivers license (description or identity card or other documents) 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 capacities therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 01 day of December A.D.,  
2000.

Leslie B. Ervin  
 Notary Public, State of Texas

My Commission Expires:

Leslie B. Ervin  
 Typed/Printed Name of Notary



Owner of 4.366 acres constituting \_\_\_\_\_ percent ( \_\_\_ %) of the Property.

Executed this 29<sup>th</sup> day of Nov 2000

PAUL STRIEF  
a(n) INDIVIDUAL

- Individual
  - Corporation
  - Partnership
  - Joint Venture
  - Other \_\_\_\_\_
- (check appropriate description)

By: [Signature]  
Name: PAUL STRIEF  
Title: OWNER

THE STATE OF Texas  
COUNTY OF Dallas

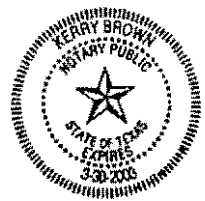
BEFORE ME, Kerry Brown on this day personally appeared PAUL STRIEF known to me or proved to me on the oath of \_\_\_\_\_ or through driver's license (description or identity card or other documents) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacities therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 29<sup>th</sup> day of November, A.D., 2000

[Signature]  
Notary Public, State of Texas

My Commission Expires:  
3-30-03

KERRY BROWN  
Typed/Printed Name of Notary



274746\_1 (00999.01)

Owner of 1.5125 acres constituting \_\_\_\_\_ percent (\_\_\_\_ %) of the Property.

Executed this 21<sup>st</sup> day of NOVEMBER, 00.

HALLE-VON VOIGHT LANDER  
of MICHIGAN GENERAL PARTNERSHIP

- Individual
  - Corporation
  - Partnership
  - Joint Venture
  - Other \_\_\_\_\_
- (check appropriate description)

By: [Signature]  
Name: James Silhasek  
Title: Agent and General Counsel

THE STATE OF ARIZONA  
COUNTY OF MARICOPA

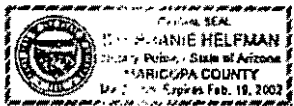
BEFORE ME, Stephanie Helfman on this day personally appeared James Silhasek known to me or proved to me on the oath of \_\_\_\_\_ or through \_\_\_\_\_ (description or identity card or other documents) to be the person whose name is subscribed in the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacities therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 21st day of November, A.D.,  
2000

[Signature]  
Notary Public, State of Arizona

My Commission Expires: 2/19/02

Stephanie Helfman  
Typed/Printed Name of Notary



21476\_1 (0099901)

2001 252 08961

Owner of 4.083 acres constituting \_\_\_\_\_ percent (\_\_\_\_ %) of the Property.

Executed this 22<sup>nd</sup> day of November, 2000

- Individual
  - Corporation
  - Partnership
  - Joint Venture
  - Other \_\_\_\_\_
- (check appropriate description)

a(n) \_\_\_\_\_  
 By: [Signature]  
 Name: SOPHIA T. WILSON  
 Title: GENERAL PARTNER, WILSON REALTY

THE STATE OF Texas  
 COUNTY OF Denton

BEFORE ME, Leanna Honeycutt on this day personally appeared Stephen T. Wilson known to me or proved to me on the oath of \_\_\_\_\_ or through \_\_\_\_\_ (description or identity card or other documents) 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 capacities therein stated.

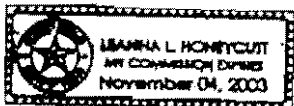
GIVEN UNDER MY HAND AND SEAL OF OFFICE this 22<sup>nd</sup> day of November, A.D., 2000.

[Signature]  
 Notary Public, State of Texas

My Commission Expires:

Leanna L. Honeycutt  
 Typed/Printed Name of Notary

11/4/2003





Owner of .832 acres constituting one hundred percent (100 %) of the Property.

Executed this 22 day of November, 2000.

- Individual
  - Corporation
  - Partnership
  - Joint Venture
  - Other \_\_\_\_\_
- (check appropriate description)

a(n) Individual

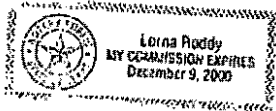
By: [Signature]  
Name: Benton W. Fry  
Title: Owner

THE STATE OF Texas

COUNTY OF Dallas

BEFORE ME, Lorna Roddy on this day personally appeared Benton W. Fry, known to me or proved to me on the oath of acquaintance or through \_\_\_\_\_ (description of identity card or other documents) 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 capacities therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 22nd day of November, A.D., 2000



[Signature]  
Notary Public, State of Texas

My Commission Expires:

12/09/2000

Lorna Roddy  
Typed/Printed Name of Notary

Michay M. Hs Parkhouse, L.P.  
By Tarrogon Realty Investors, Inc.  
its General Partner

Owner of 5.118 acres constituting \_\_\_\_\_ percent ( \_\_\_\_\_ %) of the Property.

Executed this 21 day of November, 2003  
Michay M. Hs Parkhouse L.P.  
Tarrogon Realty Investors, Inc.  
as(n) General Partner

- Individual
  - Corporation
  - Partnership
  - Joint Venture
  - Other \_\_\_\_\_
- (check appropriate description)

By: [Signature]  
Name: Thomas W. [Signature]  
Title: Senior Vice President

THE STATE OF TEXAS  
COUNTY OF Dallas

BEFORE ME, Shannon G. Doughty-Fry on this day personally appeared Thomas W. [Signature]  
known to me or proved to me on the oath of \_\_\_\_\_ or through \_\_\_\_\_ (description of  
~~identity card or other documents~~) 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 capacities therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 21 day of 2003, A.D.,



Shannon G. Doughty-Fry  
Notary Public, State of TEXAS

My Commission Expires:  
March 29, 2004

SHANNON G. Doughty-Fry  
Typed/Printed Name of Notary

Owner of 1.2309 acres constituting \_\_\_\_\_ percent ( \_\_\_\_\_ %) of the Property.

Executed this 20 day of NOVEMBER, 2000.

BELTWOOD NORTH VENTURE  
CONNELL DEVELOPMENT CO., MGR.

- Individual
  - Corporation
  - Partnership
  - Joint Venture
  - Other \_\_\_\_\_
- (check appropriate description)

X By: Mark W. Connell  
Name: MARK W. CONNELL  
Title: PRESIDENT

THE STATE OF TEXAS

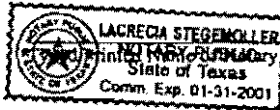
COUNTY OF DALLAS

BEFORE ME, LACREIA STEGEMOLLER on this day personally appeared MARK W. CONNELL known to me or proved to me on the oath of \_\_\_\_\_ or through \_\_\_\_\_ (description or identity card or other documents) 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 capacities therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 20<sup>TH</sup> day of NOVEMBER A.D.,  
2000

Lacrea Stegemoller  
Notary Public, State of TEXAS

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



Owner of 1.3912 acres constituting \_\_\_\_\_ percent (\_\_\_\_ %) of the Property.

Executed this 17 day of November, \_\_\_\_\_

\_\_\_\_\_  
a(n)

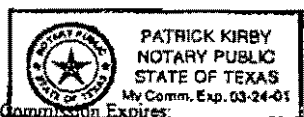
- Individual
  - Corporation
  - Partnership
  - Joint Venture
  - Other \_\_\_\_\_
- (check appropriate description)

By: [Signature]  
 Name: John K. Coit  
 Title: \_\_\_\_\_

THE STATE OF TEXAS  
 COUNTY OF DENTON

BEFORE ME, Patrick Kirby on this day personally appeared John K. Coit known to me or proved to me on the oath of \_\_\_\_\_ or through \_\_\_\_\_ (description or identity card or other documents) 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 capacities therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 17 day of November, A.D., 2000.



My Commission Expires: 3-24-01

[Signature]  
 Notary Public, State of Texas

Patrick Kirby  
 Typed/Printed Name of Notary

Owner of .86 acres constituting \_\_\_\_\_ percent (\_\_\_\_ %) of the Property.

Executed this 17 day of November, 2000.

- Individual
  - Corporation
  - Partnership
  - Joint Venture
  - Other \_\_\_\_\_
- (check appropriate description)

\_\_\_\_\_  
 a(n) \_\_\_\_\_  
 By: [Signature]  
 Name: Toby Arnold  
 Title: President CEO

THE STATE OF Texas  
 COUNTY OF Dallas

BEFORE ME, Norma J. Kerr on this day personally appeared 11-17-00 known to me or proved to me on the oath of Self or through n/a (description or identity card or other documents) 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 capacities therein stated.

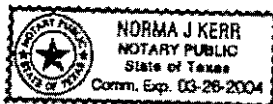
GIVEN UNDER MY HAND AND SEAL OF OFFICE this 17 day of November, A D. 2000

[Signature]  
 Notary Public, State of Texas

My Commission Expires:

Norma J. Kerr  
 Typed/Printed Name of Notary

3-26-2004



274746\_1(0099/01)

2001 252 08967

Owner of 25.333 acres constituting \_\_\_\_\_ percent (\_\_\_\_%) of the Property.

Executed this 17<sup>th</sup> day of November 2003

Thompson Professional & Regulatory Inc. a(n) ~~xx~~ Corp.

- Individual
  - Corporation
  - Partnership
  - Joint Venture
  - Other \_\_\_\_\_
- (check appropriate description)

By:  Alison Palmer  
Name: ALISON PALMER  
Title: ASST SECRETARY

THE STATE OF Connecticut  
COUNTY OF Fairfield ss: STAMFORD

BEFORE ME, Susan M. Anderson on this day personally appeared Alison Palmer known to me or proved to me on the oath of \_\_\_\_\_ or through \_\_\_\_\_ (description of identity card or other documents) 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 capacities therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 17<sup>th</sup> day of October, A.D. 2003

Susan M. Anderson  
Notary Public, State of Connecticut



My Commission Expires:  
1/31/2003

Typed/Printed Name of Notary  
**SUSAN M. ANDERSON**  
**NOTARY PUBLIC**  
MY COMMISSION EXPIRES JAN. 31, 2003

Owner of 0.3992 acres constituting \_\_\_\_\_ percent (\_\_\_\_%) of the Property.

Executed this 15<sup>th</sup> day of November, 2000.

BURGER STREET, INC.  
(a) TEXAS CORPORATION

- Individual
  - Corporation
  - Partnership
  - Joint Venture
  - Other \_\_\_\_\_
- (check appropriate description)

X By: Tilmon Kreiling, Jr.  
Name: Tilmon Kreiling, Jr.  
Title: Chief Financial Officer

THE STATE OF Texas

COUNTY OF Dallas

BEFORE ME, \_\_\_\_\_ a Notary Public \_\_\_\_\_ on this day personally appeared Tilmon Kreiling, Jr. known to me or proved to me on the oath of \_\_\_\_\_ or through \_\_\_\_\_ (description or identity card or other documents) 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 capacities therein stated.

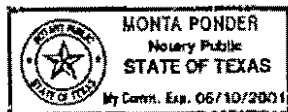
GIVEN UNDER MY HAND AND SEAL OF OFFICE this 15<sup>th</sup> day of Nov., A.D., 2000

Monta Ponder  
Notary Public, State of Texas

My Commission Expires:

5/10/01

Monta Ponder  
Typed/Printed Name of Notary



274746\_1 (0099901)

2001 252 08969

COURT CLERK DALLAS COUNTY TEXAS



DEC 31 2001

any position herein which carries the title, rank, grade, or name of the  
position shall be deemed to be a position in the service of the State of Texas  
and the person occupying such position shall be deemed to be a person in the  
service of the State of Texas.

ALL BULLECK  
COUNTY CLERK  
DALLAS COUNTY  
01 DEC 31 AM 11:30

FILED

2001 252 08970



THE STATE OF TEXAS,

KNOW ALL MEN BY THESE PRESENTS:

3 ER 231782

COUNTY OF DALLAS

BELTWOOD NORTH VENTURE, formerly Connell-Dooley Road Joint Venture by and Through its duly authorized manager, Connell Development Co.

of County, Texas, hereinafter called "Grantor," whether one or more, for and in consideration of Ten Dollars & other valuable considerations (\$ 10.00) to Grantor in hand paid by Texas Electric Power Cooperative, Inc., has granted, sold and conveyed and by these presents does grant, sell and convey unto said Cooperative an easement and right of way for one or more electric power lines and communication lines, such consisting of a variable number of wires, poles and desirable appurtenances and attachments including poles, H-frames, metal towers, guy wires and guy anchorages, over, across and under certain land in Dallas County, Texas, more particularly described as follows:

8.00  
B.00  
11/02/92

Being a tract of land located in the George Syms Survey, Abstract No. 1344 in the City of Addison, Dallas County, Texas, and being part of 8.068 acre tract of land as described in deed filed for record in Volume 75216, Page 474 of the Deed Records of Dallas County, Texas, and being more particularly described as follows:

Commencing at a point in the east line of Midway Road (a 100-foot right-of-way) said point being the north corner of said 8.068 acre tract; Thence S.20°36'10"E., 271.92-feet along the east line of said 8.068 acre tract to the Point of Beginning;

THENCE, S.20°36'10"E., 65.50-feet along the said east line of the 8.068 acre tract to a point for corner;

THENCE, S.29°10'04"W., 199.20-feet to a point for corner;

THENCE, S.00°09'30"W., 1022.54-feet to a point for corner in the south line of said 8.068 acre tract;

THENCE, N.89°50'30"W., 23.00-feet along the said south line of the 8.068 acre tract to a point for corner, said corner being also the southwest corner of the said 8.068 acre tract;

THENCE, N.00°09'30"E., 1084.17-feet along the east line of Midway Road to a point for corner;

THENCE, N.29°10'04"E., 198.76-feet to the Point of Beginning and Containing 34,175 square feet or 0.785 acres of land.

Said easement and right of way shall include the right of ingress and egress over, across and upon said land for the purpose of constructing, operating, improving, reconstructing, increasing or reducing the capacity, repairing, relocating, inspecting, patrolling, maintaining and removing such electric power and communication lines as the Cooperative may from time to time find necessary, convenient or desirable to erect thereon, the right to trim and cut down trees and shrubbery to the extent, in the sole judgment of the Cooperative necessary to prevent possible interference with the operation of any of said lines or to remove possible hazards thereon, and the right to remove or prevent the construction on said land of any or all buildings, structures and obstructions. If any such buildings, structures or obstructions are constructed or permitted by grantor to exist on said land without prior written consent of Cooperative then the Cooperative shall have the right to remove same from such land and Grantor agrees to pay to Cooperative the reasonable cost of such removal, and this agreement, together with the other provisions of this grant, shall constitute a covenant running with the land for the benefit of the Cooperative, in succession and assigns. The right hereby granted is severable and may be assigned either in whole or in part.

Grantor reserves the right to use said land for general agricultural and grazing purposes, provided such use shall not include the growing of trees thereon or any other use that might, in the sole judgment of Cooperative, interfere with the exercise by the Cooperative of the rights hereby granted. Grantor further reserves the right to lay out, dedicate, construct, maintain and use across said land such roads, streets, alleys, railroad tracks, underground telephone cables and conduits and gas, water and sewer pipe lines as will not interfere with Cooperative's use of said land for the purposes aforesaid, provided that all such facilities shall be located at angles of not less than 45 degrees to any of Cooperative's lines, and shall be so constructed as to provide with respect to Cooperative's wires and other facilities the minimum clearances provided by law and recognized as standard in the electrical industry. Grantor also reserves the right to erect fences not more than 8 feet high across and upon said land, provided all such fences shall have gates, openings or removable sections at least 10 feet wide which will permit Cooperative reasonable access to all parts of said land.

In addition to the consideration above recited for the easement and right of way hereby granted, the Cooperative will pay to the owner of the land, and if leased, to his tenant, or they may be respectively entitled, for actual damage as done to fences and growing crops by reason of the construction, maintenance or removal of said lines; provided, however, that no such payment will be made for trimming or removal of trees hereafter permitted to grow on said land, nor for removal of buildings, structures or obstructions erected upon said land after any of said lines are constructed.

Grantor warrants that Grantor is the owner of the above-described property and has the right to execute this instrument. Grantor warrants that there are no liens existing against said property other than the following: DEED OF TRUST dated August 15, 1977, and January 13, 1972, to FRANK WOLFE, TRUSTEE, in favor of MERCANTILE NATIONAL BANK AT DALLAS.

TO HAVE AND TO HOLD the above described easement and rights unto said Cooperative in succession and assigns, until all of said lines shall be abandoned, and in that event said easement and right of way shall cease and all rights herein granted shall terminate and revert to Grantor, his heirs, successors or assigns; and Grantor hereby binds himself, his heirs and legal representatives, to warrant and forever defend the above described easement and right unto Cooperative, in succession and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this 30 day of January, A.D. 1980

Connell Development Co., Manager

C.W. Foote, President

11-7-97

92214 5637

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS

COUNTY OF \_\_\_\_\_ } BEFORE ME, the undersigned, a Notary Public, \_\_\_\_\_, in and for said County, Texas, on this day personally appeared

known to me to be the person whose name \_\_\_\_\_ subscribed to the foregoing instrument and acknowledged to me that he \_\_\_\_\_ executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This \_\_\_ day of \_\_\_\_\_, A.D. 19\_\_

(L. S.)

MY COMMISSION EXPIRES: \_\_\_\_\_

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS

COUNTY OF \_\_\_\_\_ } BEFORE ME, the undersigned, a Notary Public, \_\_\_\_\_, in and for said County, Texas, on this day personally appeared

known to me to be the person whose name \_\_\_\_\_ subscribed to the foregoing instrument and acknowledged to me that he \_\_\_\_\_ executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This \_\_\_ day of \_\_\_\_\_, A.D. 19\_\_

(L. S.)

MY COMMISSION EXPIRES: \_\_\_\_\_

92214 5638

CORPORATION ACKNOWLEDGMENT

THE STATE OF TEXAS

COUNTY OF DALLAS } BEFORE ME, the undersigned, a Notary Public, \_\_\_\_\_, in and for said County, Texas, on this day personally appeared

C.W. FOOSE known to me to be the person and officer

whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said CONNELL DEVELOPMENT CO., MANAGER OF BELWOOD N. VENTURE, a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 30 day of January, A.D. 1980

*Heena Hegemoller*

(L. S.)

MY COMMISSION EXPIRES: 3/31/81

EASEMENT

FROM  
Connell-Dealey Rd. Jt Vent.

TO  
BRAZOS ELECTRIC POWER  
COOPERATIVE, INC.

This instrument was filed for record on

\_\_\_ day of \_\_\_ 19\_\_

\_\_\_ o'clock \_\_\_ M., and duly

orded in Volume \_\_\_\_\_

of \_\_\_\_\_ of the records of this office.

County Clerk \_\_\_\_\_ Co., Texas

Deputy \_\_\_\_\_

RECORDED

\_\_\_ A. D. 19\_\_

County Records,

Page \_\_\_\_\_

RETURN TO: County Clerk,

Deputy \_\_\_\_\_

TEXAS UTILITIES ELECTRIC COMPANY

c/o J.R. FRANCISCO

P.O. BOX 660268

DALLAS, TEXAS 75266-0268

6895 41226

FILED

92 NOV -2 AM 11: 23

EARL BULLOCK  
COUNTY CLERK  
DALLAS COUNTY

Any provision herein which restricts the sale, rental, or use of the  
described real property because of color or race is invalid and  
unenforceable under federal law.  
STATE OF TEXAS COUNTY OF DALLAS  
I hereby certify this instrument was filed on the date and time  
stamped herein by me and was duly recorded in the volume and  
page of the named records of Dallas County, Texas as stamped  
herein by me.

NOV 12 1992



*Earl Bullock*  
COUNTY CLERK, Dallas County, Texas

DEED RECORD

THE STATE OF TEXAS,

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF DALLAS

BELTWOOD NORTH VENTRUE, formerly

Connell-Dooley Road Joint Venture by and Through its duly authorized  
The manager, Connell Development Co.

of \_\_\_\_\_ County, Texas, hereinafter called "Grantor," whether one or more, for and in consideration  
Ten Dollars & other valuable considerations (\$ 10.00 ) to Grantor in hand paid by known  
Electric Power Cooperative, Inc., has granted, sold and conveyed and by these presents does grant, sell and convey unto said Cooperative an easement  
and right of way for one or more electric power line and communication lines, each consisting of a variable number of wires, and all necessary  
and desirable appurtenances and attachments, including poles, H-traps, metal towers, guy wires and guy anchorages, wires, access and upon all that

1041 0 1 02/21/80

certain land in Dallas County, Texas, more particularly described as follows:

Being a tract of land located in the George Syms Survey, Abstract No. 1344  
in the City of Addison, Dallas County, Texas, and being part of 8.068 acre  
tract of land as described in deed filed for record in Volume 75216, Page  
474 of the Deed Records of Dallas County, Texas, and being more particularly  
described as follows:

Commencing at a point in the east line of Midway Road (a 100-foot right-of-way)  
said point being the north corner of said 8.068 acre tract; Thence S.20°36'10"E.,  
271.92-feet along the east line of said 8.068 acre tract to the Point of  
Beginning;

THENCE, S.20°36'10"E., 65.50-feet along the said east line of the 8.068 acre  
tract to a point for corner;

THENCE, S.29°10'04"W., 199.20-feet to a point for corner;

THENCE, S.00°09'30"W., 1022.54-feet to a point for corner in the south line  
of said 8.068 acre tract;

THENCE, N.89°50'30"W., 23.00-feet along the said south line of the 8.068  
acre tract to a point for corner, said corner being also the southwest  
corner of the said 8.068 acre tract;

THENCE, N.00°09'30"E., 1084.17-feet along the east line of Midway Road to  
a point for corner;

THENCE, N.29°10'04"E., 198.76-feet to the Point of Beginning and Containing  
34,175 square feet or 0.785 acres of land.

Said easement and right of way shall include the right of ingress and egress over, across and upon said land for the purpose of constructing,  
operating, improving, reconstructing, increasing or reducing the capability, repairing, relocating, inspecting, patrolling, maintaining and removing  
such electric power and communication lines as the Cooperative may from time to time find necessary, convenient or desirable to erect thereon, the  
right to trim and cut down trees and shrubbery to the extent, in the sole judgment of the Cooperative necessary to prevent possible interference with  
the operation of any of said lines or to remove possible hazards thereon, and the right to remove or prevent the construction on said land of any or all  
buildings, structures and obstructions. If any such buildings, structures or obstructions are constructed or permitted by grantor to exist on said land  
without prior written consent of Cooperative then the Cooperative shall have the right to remove same from such land and Grantor agrees to pay to  
Cooperative the reasonable cost of such removal, and this agreement, together with the other provisions of this grant, shall constitute a covenant running  
with the land for the benefit of the Cooperative, its successors and assigns. The right hereby granted is severable and may be assigned either in  
whole or in part.

Grantor reserves the right to use said land for general agricultural and grazing purposes, provided such use shall not include the growing of  
trees thereon or any other use that might, in the sole judgment of Cooperative, interfere with the exercise by the Cooperative of the rights hereby  
granted. Grantor further reserves the right to lay out, dedicate, construct, maintain and use across said land such roads, streets, alleys, railroad  
tracks, underground telephone cables and conduits and gas, water and sewer pipe lines as will not interfere with Cooperative's use of said land for the  
purpose aforesaid, provided that all such facilities shall be located or angled at not less than 45 degrees to any of Cooperative's lines, and shall be  
so constructed as to provide with respect to Cooperative's wires and other facilities the minimum clearance provided by law and recognized as standard  
in the electrical industry. Grantor also reserves the right to erect fences not more than 8 feet high across and upon said land, provided all such fences  
shall have gates, openings or removable sections at least 10 feet wide which will permit Cooperative reasonable access to all parts of said land.

In addition to the consideration above recited for the easement and right of way hereby granted, the Cooperative will pay to the owner of  
the land, and if leased, to his tenant, as they may be respectively entitled, for actual damage done to fences and growing crops by reason of the  
construction, maintenance or removal of said lines; provided, however, that no such payment will be made for trimming or removal of trees hereafter  
permitted to grow on said land, nor for removal of buildings, structures or obstructions erected upon said land after any of said lines are constructed.

Grantor warrants that Grantor is the owner of the above-described property and has the right to execute this instrument. Grantor warrants  
that there are no liens existing against said property other than the following liens: DEED OF TRUST dated August 15, 1977,  
and January 13, 1972, to FRANK WOLFE, TRUSTEE, in favor of MERCANTILE NATIONAL

BANK AT DALLAS  
TO HAVE AND TO HOLD the above described easement and right unto said Cooperative its successors and assigns, until all of said  
lines shall be abandoned, and in the event said easement and right of way shall cease and all rights herein granted shall terminate and revert to  
Grantor, his heirs, successors or assigns; and Grantor hereby binds himself, his heirs and legal representatives, to warrant and forever defend the above  
described easement and right unto Cooperative, its successors and assigns, against every person whatsoever lawfully claiming or to claim the same or  
any part thereof.

EXECUTED this 30 day of January, A.D., 1980

Connell Development Co., Manager  
Carl Force, President

80037 0022

*Handwritten scribble*

10:08 AM FEB 20 1980

STATE OF TEXAS COUNTY OF DALLAS  
I hereby certify that this instrument was filed on the  
date and time stamped herein by me and was duly re-  
corded in the volume and page of the public records  
of Dallas County, Texas as stamped herein by me.

FEB 21 1980



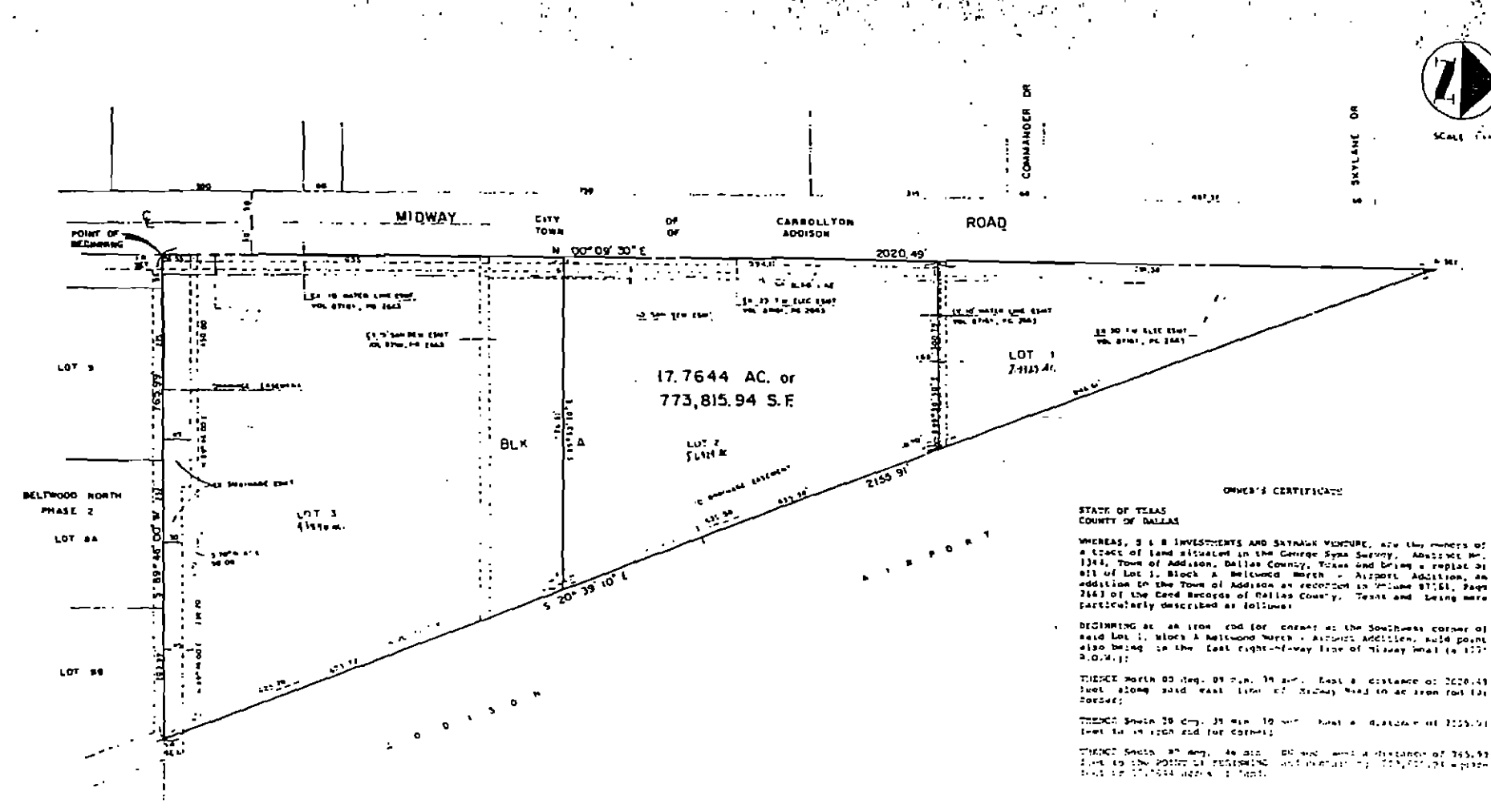
*H. E. Muddlock*

COUNTY CLERK, Dallas County, Texas

V. L. ... E

80037 0025





That S & B INVESTMENTS AND SATMAK VENTURE, (Owner) do hereby accept this plat dedicating the hereinabove property as the BELWOOD NORTH AIRPORT ADDITION, in addition to the Town of Addison, Texas, and, subject to the conditions, restrictions and covenants stated hereon, the Owner dedicates to the public use forever the streets and alleys shown thereon.

The covenants shown on this plat are hereby reserved for the purposes indicated, including, but not limited to, the installation and maintenance of water, sanitary sewer, storm sewer, drainage, electric, telephone, gas and cable television. Owner shall have the right to use these easements, provided however, that it does not unreasonably interfere or impede with the profession of the services to others. Said utility easements are hereby being reserved by mutual use and accommodation of all public utilities using or desiring to use the same. An express grant and accept all such easements for the benefit of the proprietor of services for which easements are granted.

Any drainage and floodway easement shown hereon is hereby dedicated to the public use forever, but including the following covenants with regard to maintenance responsibilities. The existing channels of creeks, water courses, waterways and floodway easement will remain as an open channel, waters required to be utilized by ordinance, at all times and shall be maintained by the individual owners of the lot or lots that are traversed by or adjacent to the drainage and floodway easement. The City will not be responsible for the maintenance and operation of said creek or course or for any damage or injury of private property or person that results from the flow of water along said creek or in the course of origin. No obstruction to the natural flow of water thereon shall be permitted by construction of any type of building, fence or any other structure within the drainage or floodway easement. Provided, however, it is understood that in the event it becomes necessary for the City to channelize or improve the storm drainage, then in such event, the City shall have the right, but not the obligation, to enter upon the drainage floodway easement at any point, or points, with all rights of ingress and egress to investigate, survey, construct or maintain any drainage facility deemed necessary by the City for drainage purposes. Each property owner shall keep the natural drainage channels and creeks traversing the drainage floodway easement adjacent to his property clean and free of any obstructions which would result in an extraordinary condition or otherwise affect the flow of water, and the City shall have the right of entry and egress for the purpose of inspection and supervision and maintenance work by the property owner to alleviate any extraordinary conditions which may occur. The natural drainage channels and creeks shown on this plat are hereby reserved, as in the case of all natural channels, are subject to the natural flow and natural bank erosion to an extent that cannot be reasonably predicted. The City shall not be held liable for any damage or injury to any person or property resulting from the occurrence of such natural phenomena. The City shall not be liable for any damage or injury to any person or property resulting from the occurrence of any extraordinary conditions, within the natural drainage channels, which are not reasonably foreseeable. The City shall not be held liable for any damage or injury to any person or property resulting from the occurrence of any extraordinary conditions, within the natural drainage channels, which are not reasonably foreseeable. The City shall not be held liable for any damage or injury to any person or property resulting from the occurrence of any extraordinary conditions, within the natural drainage channels, which are not reasonably foreseeable.

**OWNER'S CERTIFICATE**

STATE OF TEXAS  
COUNTY OF DALLAS

WHEREAS, S & B INVESTMENTS AND SATMAK VENTURE, are the owners of a tract of land situated in the George Swain Survey, Abstract No. 1344, Town of Addison, Dallas County, Texas and being a replat of all of Lot 1, Block A, Bellwood North - Airport Addition, an addition to the Town of Addison as recorded in Volume 87:51, Page 2181 of the Good Records of Dallas County, Texas and being more particularly described as follows:

BEGINNING at an iron rod for corner at the southwest corner of said Lot 1, Block A, Bellwood North - Airport Addition, said point also being in the East right-of-way line of Midway Road to 177' P.O.M.;

THENCE North 05 Deg. 09 Min. 39 Sec. East a distance of 2020.49 feet along said East line of Midway Road to an iron rod for corner;

THENCE South 29 Deg. 35 Min. 10 Sec. West a distance of 2255.91 feet to an iron rod for corner;

THENCE South 87 Deg. 46 Min. 00 Sec. West a distance of 765.93 feet to the POINT OF BEGINNING and bearing by 120,000' station line to 177' P.O.M. as a part.

**SURVEYOR'S CERTIFICATE**

KNOW ALL MEN BY THESE PRESENTS,

THAT I, ROBERT L. WRIGHT, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corners monuments shown thereon were properly placed under my personal supervision in accordance with the existing Rules and Regulations of the City Plan Commission of the Town of Addison, Texas.

*Robert L. Wright*  
ROBERT L. WRIGHT  
Bellwood North Surveyor  
No. 1917.

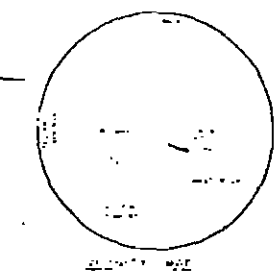
STATE OF TEXAS

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC in and for said State, on this day personally appeared *Robert L. Wright*, 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 considerations therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this *25th* day of *February*, 1994.

*Robert L. Wright*  
ROBERT L. WRIGHT  
Notary Public, State of Texas  
My Commission Expires 12-28-97.

*Victor A. Sabo*  
February 1994  
*Robert L. Wright*  
*5/2/94*  
*Mark A. Howell*  
January 1994  
*Gene Cooper*  
CITY COUNCIL  
25th JANUARY 94  
*Clifford*



REPLAT  
BELWOOD NORTH - AIRPORT ADDITION

AS SHOWN ON THE TOWN OF ADDISON, TEXAS OUT OF THE GEORGE SWAIN SURVEY, ABSTRACT NO. 1344, DALLAS COUNTY, TEXAS AND BEING A REPLAT OF THE BELWOOD NORTH AIRPORT ADDITION.

ENGINEER  
NEEDHAM WALKER LESLEY ENGINEERS  
11722 DALLAS PARKWAY, SUITE 100  
DALLAS, TEXAS 75248  
DM 700 6110

FILED  
MAR 15 1958  
FEDERAL BUREAU OF INVESTIGATION  
WASHINGTON, D. C.

1-10000-100  
Diana M. ...  
700 ...  
Address ...



Call ...

...  
...  
...

8552 0036



25th  
Anniversary  
1978-2003

**OWLES & THOMPSON**  
A Professional Corporation  
ATTORNEYS AND COUNSELORS



JOHN M. HILL  
214.672.2170  
JHILL@COWLESTHOMPSON.COM

May 1, 2003

**VIA HAND DELIVERY**

Mr. Mike Murphy  
Director of Public Works  
Town of Addison  
16801 Westgrove Drive  
Dallas, TX 75001

**RE: Gray Estates**

Dear Mike:

Attached is a copy of the final plat, Coil Addition with the metes and bounds description as we discussed yesterday.

Very truly yours,

John M. Hill

JMH/yjr  
Attachment

cc: Mr. Ken C. Dippel



**COWLES & THOMPSON**  
A Professional Corporation  
ATTORNEYS AND COUNSELORS



---

**F A C S I M I L E C O V E R P A G E**

---

Date and Time Faxed: Thursday, May 01, 2003 1:04:28 PM  
Total Number of Pages (including cover sheet): 04  
Client/Matter #: \

To: Name: Chris Terry  
Company:  
Fax Number: 972-450-2834  
Voice Phone:

From: Name: John Hill  
Fax Number: 214-672-2370  
Voice Phone: 214-672-2170

Message:

---

Chris - just received this in connection with the Gray estates.

---

**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.

---

**Barry R. Hobbs, P. C.**  
12700 Preston Road  
Suite 145  
Dallas, Texas  
75230

Phone (972) 980-0032  
Fax (972) 934-3372

barryhobbs@landam.com

Fax Number: 214 672 2020  
To: John M. Hill, Esq.

Fax Number: 972 991 0305  
To: Mr. Charles Cayce

Fax Number: 972 407 9983  
To: Mr. Frank B. Hinckley

Fax Number: 972 380 0555  
To: Ms. Darla Wagner

From: Barry R. Hobbs

Re: Gray sale to Addison

Date: May 1, 2003

Number of Pages Including Cover: 3

Comments:

BRH

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If you do not receive all of these pages, or if you have any difficulty receiving this transmission, please call (972) 934-1988 as soon as possible. Thank you.

**BARRY R. HOBBS**  
A PROFESSIONAL CORPORATION  
ATTORNEY AT LAW  
SUITE 145  
12700 PRESTON ROAD  
DALLAS, TEXAS 75230

barryhobbs@landam.com

Phone (972) 980-0032  
Fax (972) 934-3372

May 1, 2003

**VIA FAX: 214-672-2020**  
John M. Hill, Esq.  
Cowles & Thompson  
901 Main Street  
Ste. 4000  
Dallas, Texas 75202-3793

Re: Contract of Sale between the Estates of William L. Gray and Kathy L. Gray ("Seller") and the Town of Addison, Texas ("Buyer")

Dear John:

I represent the Seller with regard to the above transaction and am in receipt of your letters dated April 21, 2003 and April 25, 2003 as well as two letters dated April 26, 2003 concerning objections and comments to the title commitment ("Title Commitment") issued by Fidelity National Title Insurance Company (the "Title Company") and the survey dated December 17, 2001 (the "Old Survey"). Additionally, you and I have spoken on the telephone regarding the survey dated April 28, 2003 (the "New Survey").

It is my understanding that the Title Company has furnished you with an updated title commitment as of April 30, 2003 which addresses all of the issues you have raised concerning the Title Commitment in a satisfactory matter other than with regard to the objection raised in your letter of the 25<sup>th</sup> concerning the restrictive covenants. Please accept this a Seller's notice that it will not undertake to remove these restrictions from the property as it would be impractical if not impossible to do so.

With regard to the survey, I note in one of your letters of the 25<sup>th</sup> that you were under the impression that Mr. Hinckley, the broker, had ordered the New Survey. My understanding from him is that he did not order it but was merely informed by the Title Company that it had been ordered as it was necessary due to a replat since the prior conveyance. I am sure this will not create an issue as the Contract contemplated that a new survey would be procured and deals explicitly with it.

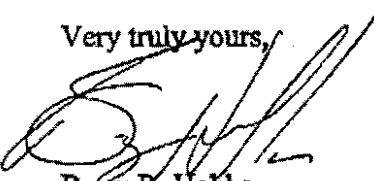
John M. Hill, Esq.  
May 1, 2003  
Page 2

Concerning the New Survey, our telephone conversation indicated that you have a question concerning what appears to be an easement being designated along the Western boundary line. In particular, it seems the City staff has discussed this with the surveyor, Peebles & Associates, and it was the surveyor's understanding that there is a twenty three (23) foot easement tracking along the boundary while the staff feels it does not go the full length. I understand that the staff will discuss this further with the surveyor and reach a resolution to your joint satisfaction.

Save the easement issue in the preceding paragraph, I believe this should address all of your issues. Finally, this will also acknowledge that I have furnished you with searches of the Uniform Commercial Code records of the Secretary of State's office which we both conclude show no such filings regarding these sellers or the property.

If you have any questions or comments, please feel free to let me know. I look forward to working with you toward the closing of this transaction.

Very truly yours,



Barry R. Hobbs

Fax Copy:

Mr. Charlse Cayce  
Mr. Frank Hinckley  
Ms. Darla Wagner



DALLAS

**Fidelity National Title**  
AGENCY, INC.

April 30, 2003

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

RE: 394301D22/dw 16500 Midway Road

John:

Please find enclosed the survey. I am forwarding a copy of Chris at the Town of Addison, as well.

Thanks,

A large, stylized handwritten signature in black ink, appearing to be the name 'Darla'.

Darla

✓ CC: Chris Terry

Cowles &amp; Thompson

4/29/2003 4:14

PAGE 1/11

Rightrax

Gray  
EST.**COWLES & THOMPSON**

A Professional Corporation

ATTORNEYS AND COUNSELORS



---

**F A C S I M I L E C O V E R P A G E**

---

Date and Time Faxed: Tuesday, April 29, 2003 4:11:00 PM

Total Number of Pages (including cover sheet): 11

Client/Matter #: \

To:           Name:           Mike Murphy  
                  Company:  
                  Fax Number:   972-450-2837  
                  Voice Phone:

From:         Name:           John Hill  
                  Fax Number:   214-672-2370  
                  Voice Phone:   214-672-2170

**Message:**

---

Mike - as we discussed, attached is the survey (and the title commitment) which I received this afternoon. A better copy of the survey should be delivered to Chris Terry's attention by the title company tomorrow morning.

---

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D A L L A S   T Y L E R

901 MAIN STREET SUITE 4000 DALLAS, TEXAS 75202-3793  
TEL 214.672.2000 FAX 214.672.2020  
WWW.COWLESTHOMPSON.COM



Cowles & Thompson

4/29/2003 4:14

PAGE 2/11

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APR-20-03 15:39

FROM-FIDELITY NATIONAL TITLE

T-523 P.01/10 F-591

**DALLAS FIDELITY NATIONAL TITLE AGENCY, INC.**  
**4460 TRINITY MILLS ROAD, SUITE 140, DALLAS, TEXAS 75287**  
**972-380-0030 FAX: 972-380-0555**

DATE: 4/29

TO: John Hill

FAX NO: 214-672-2020

FROM: DARLA

GF: 394301

MEMO: Survey

Rev Commitment

to follow

after underwriting

reviews survey

TOTAL NUMBER OF PAGES BEING TRANSMITTED: \_\_\_\_\_

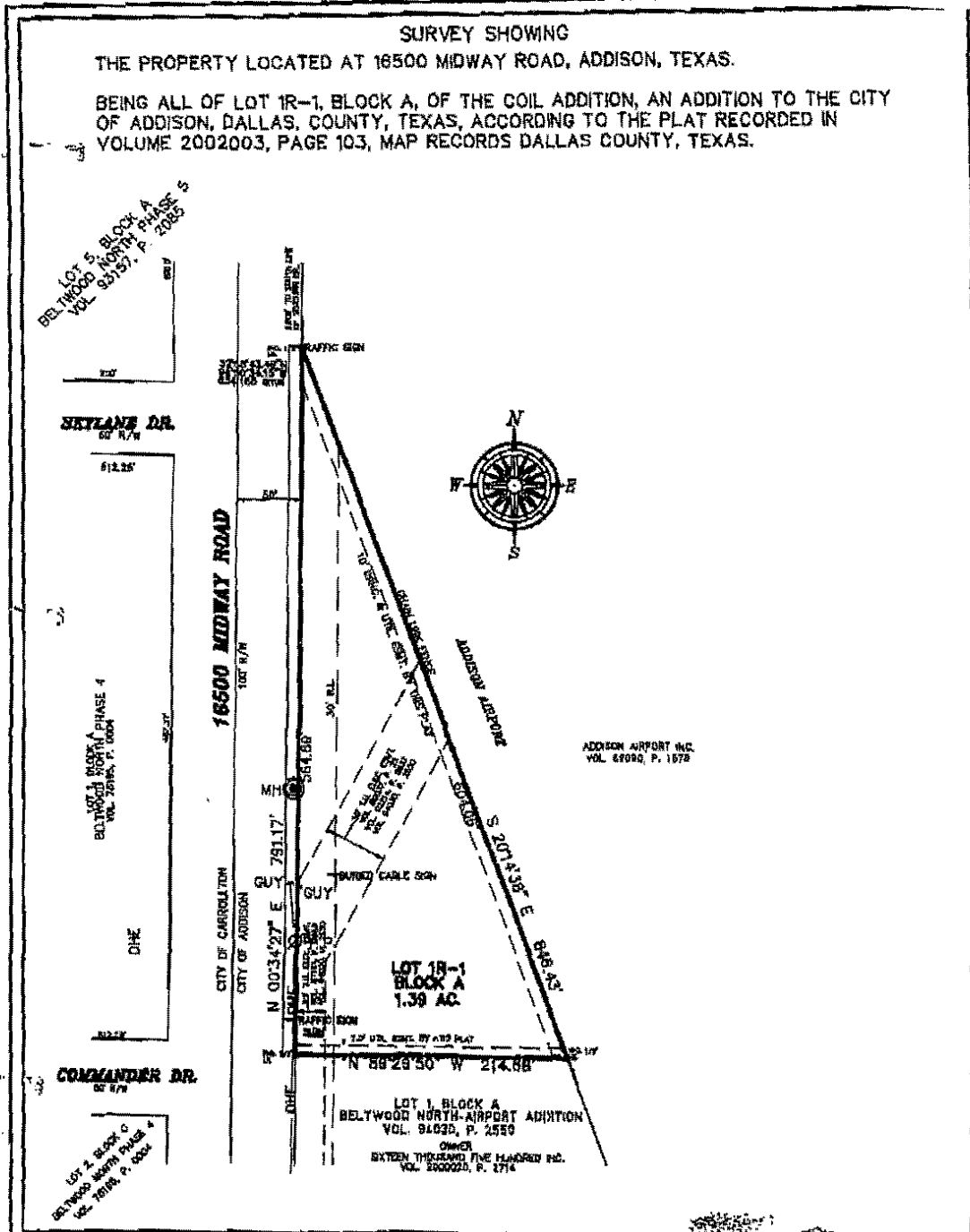
PLEASE CALL US IF YOU DO NOT RECEIVE ALL PAGES.

THANKS,  
FIDELITY NATIONAL TITLE AGENCY, INC.

SURVEY SHOWING

THE PROPERTY LOCATED AT 16500 MIDWAY ROAD, ADDISON, TEXAS.

BEING ALL OF LOT 1R-1, BLOCK A, OF THE COIL ADDITION, AN ADDITION TO THE CITY OF ADDISON, DALLAS, COUNTY, TEXAS, ACCORDING TO THE PLAT RECORDED IN VOLUME 2002003, PAGE 103, MAP RECORDS DALLAS COUNTY, TEXAS.



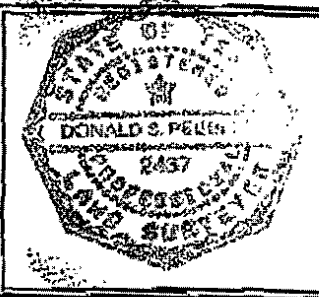
CERTIFIED TO **1.339 AC.**

I, DONALD STEWART PEBBLES, DO HEREBY DECLARE THAT THE SURVEY SHOWN HEREON ACCURATELY REPRESENTS AN ON THE GROUND SURVEY MADE UNDER MY DIRECTION AND SUPERVISION, AND THAT ALL CORNERS HAVE BEEN SET OR LOCATED AS SHOWN HEREON, ALSO THERE ARE NO APPARENT ENCROACHMENTS OR PROTRUSIONS EXCEPT AS SHOWN.

FURTHERMORE, THE PROPERTY DOES NOT LIE WITHIN THE 100-YEAR FLOODPLAIN AS DEFINED IN F.I.R.M. 480167 0015 F, DATED -JUNE 4, 1998

*Donald S. Peebles*

DONALD STEWART PEBBLES R. L. S. # 2437



SCALE: 1" = 100'

DATE: APRIL 28, 2003

G. F. NO.: 394301-D-0022

PARTY CHIEF: JEFF

DRAWN BY: RP

CHECKED BY:

JOB NO.: 8120

INVOICE NO.:

LEGEND

- P.P. POWER POLE
- W.M. WATER METER
- G.M. GAS METER
- E.M. ELECTRIC METER
- B.C. BACK OF CURB
- M.B. MAIL BOX
- I.R.F. IRON ROD FOUND
- O.H.E. OVERHEAD ELECTRIC
- FENCE
- F.H. FIRE HYDRANT

**PEEBLES & ASSOCIATES**  
 CIVIL ENGINEERS AND PLANNERS  
 530 BEDFORD ROAD, SUITE 108  
 BEDFORD, TEXAS 76022  
 (817) 268 - 3316

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Cowles & Thompson 4/29/2003 4:14 PAGE 4/11 RightTrax  
APR-20-03 15:40 FROM-FIDELITY NATIONAL TITLE T-523 P.03/10 F-501

**COMMITMENT  
SCHEDULE A**

**EFFECTIVE DATE: April 4, 2003, 08:00 A.M.**

Commitment #: 394301-D-0022 Revised - C  
GF NO.: 394301-D-0022

Issued: 04/22/2003, 08:00 A.M.

1. The policy or policies to be issued are:

(a) OWNER POLICY OF TITLE INSURANCE (Form T-1)  
(Not applicable for improved one-to-four family residential real estate)

Policy Amount: \$0.00  
PROPOSED INSURED:

(b) TEXAS RESIDENTIAL OWNER POLICY OF TITLE INSURANCE  
ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)

Policy Amount: \$0.00  
PROPOSED INSURED:

(c) MORTGAGEE POLICY OF TITLE INSURANCE (Form T-2)

Policy Amount: \$0.00  
PROPOSED INSURED:  
Proposed Borrower:

(d) MORTGAGEE TITLE POLICY BINDER ON INTERIM  
CONSTRUCTION LOAN (Form T-13)\*

Binder Amount: \$0.00  
PROPOSED INSURED:  
Proposed Borrower:

(e) OTHER

Policy Amount: \$0.00  
PROPOSED INSURED:

2. The interest in the land covered by this Commitment is:

Fee Simple

3. Record title to the land on the Effective Date appears to be vested in:

CHARLES ROLLIN CAYCE, INDEPENDENT EXECUTOR OF THE ESTATE OF WILLIAM LOREN GRAY and ESTATE OF KATHY LOUISE GRAY DECEASED

4. Legal Description of land:

Being Lot 1R-1, Block A, of The Coil Addition, an Addition to the City of Addison, Dallas County, Texas, according to the Map thereof recorded in Volume 2002003, Page 103, of the Map or Plat Records of Dallas County, Texas.

Cowles & Thompson 4/29/2003 4:14 PAGE 5/11 RightTrax  
APR-29-03 15:40 FROM-FIDELITY NATIONAL TITLE T-523 P.04/10 F-591

GF No.: 394301-D-0022

**SCHEDULE B**

**EXCEPTIONS FROM COVERAGE**

In addition to the Exclusions and Conditions and Stipulations, your Policy will not cover loss, costs, attorney's fees, and expenses resulting from:

- 1. **The following restrictive covenants of record** itemized below (The Company must either insert specific recording data or delete this exception):

Recorded in Volume 78050, Page 9, Deed Records of Dallas County, Texas; amended in instrument recorded in Volume 78157, Page 26; Volume 80160, Page 198; Volume 84110, Page 4278; Volume 89038, Page 3263; Volume 89038, Page 3268; Volume 89038, Page 3273; Volume 89038, Page 3278; Volume 89038, Page 3283; Volume 89038, Page 3328; Volume 89038, Page 3293; volume 89038, Page 3300; Volume 89038, Page 3305; Volume 89038, Page 3310; Volume 89038, Page 3315; Volume 89038, Page 3320; Volume 89038, Page 3325; Volume 89038, Page 3330; Volume 89038, Page 3335; Volume 89038, Page 3340; Volume 89038, Page 3345; Volume 89038, Page 3350; refiled in instruments recorded in Volume 89044, Page 3; Volume 89038, Page 3359; Volume 89038, Page 3364; Volume 89038, Page 3369; Volume 89038, Page 3374; Volume 89038, Page 3379; Volume 89038, Page 3384; Volume 89038, Page 3389; Volume 89038, Page 3394; Volume 89038, Page 3399; Volume 89038, Page 3404; Volume 89038, Page 3409; Volume 89038, Page 3414; Volume 2000157, Page 57; Volume 2001252, Page 8934 of the Deed Records of Dallas County, Texas.

(Deleting any unlawful discriminatory provisions based upon race, color, religion, sex, handicap, familial status or national origin).

- 2. **Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.** [Note: Refer to Schedule C, No. 5].
- 3. **Homestead or community property or survivorship rights, if any, of any spouse of any insured.**  
(Applies to the Owners Policy only.)

Cowles &amp; Thompson 4/29/2003 4:14 PAGE 6/11 Rightrax

APR-29-03 15:40 FROM-FIDELITY NATIONAL TITLE

T-523 P.05/10 F-591

GF No.: 394301-D-0022

4. **Any titles or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities,**
  - a. to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or
  - b. to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or
  - c. to filled-in lands, or artificial islands, or
  - d. to statutory water rights, including riparian rights, or
  - e. to the area extending from the line of mean low tide to the line of vegetation, or the right of access to that area or easement along and across the area.  
(Applies to Owner Policy only.)
5. **Standby fees, taxes and assessments by any taxing authority for the year 2003, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year.**
6. **The terms and conditions of the documents creating your interest in the land.**
7. **Materials furnished or labor performed in connection with planned construction before signing and delivering the lien document described in Schedule A, if the land is part of the homestead of the owner. (Applies to the Mortgage Title Policy Binder on Interim Construction Loan only, and may be deleted if satisfactory evidence to us before a binder is issued.)**
8. **Liens and leases that affect the title to the estate or interest, but that are subordinate to the lien of the insured mortgage. (Applies to the Mortgagee Policy only).**
9. **The following matters and all terms of the documents creating or offering evidence of the matters. (The Company must insert matters or delete this exception):**
  - a. **Building line 30 feet from West lot line as shown by the Plat recorded in Volume/Cabinet 2002003 , Page 00103 of the Map or Plat Records of Dallas County, Texas.**
  - b. **An easement 7.5 feet wide along the South property line for the use of public utilities as shown by the plat recorded in Volume/Cabinet 2002003, Page 00103 of the Map or Plat Records of Dallas County, Texas.**

Cowles &amp; Thompson 4/29/2003 4:14 PAGE 7/11 Rightrax

APR-28-03 15:41 FROM-FIDELITY NATIONAL TITLE

T-523 P.06/10 F-591

GF No.: 394301-D-0022

- c. **An easement 10 feet wide along the Northeast property line for the use of public utilities and drainage purposes as shown by the Plat recorded in Volume/Cabinet 2002003, Page 00103 of the Map or Plat Records of Dallas County, Texas.**
- d. **Easement for granted to Brazos Electric Power Cooperative, Inc., by Beltwood North Venture, by instrument dated January 30, 1980, filed February 20, 1980, recorded in Volume 80037, Page 22 of the Deed Records of Dallas County, Texas.**
- e. **Easement for granted to Brazos Electric Power Cooperative, Inc., by Beltwood North Venture, by instrument dated January 30, 1980, filed November 2, 1992, recorded in Volume 92214, Page 5637 of the Deed Records of Dallas County, Texas.**
- f. **Terms, provisions and easements contained in Declaration recorded in Volume 78050, Page 9, Deed Records of Dallas County, Texas.**
- g. **23 foot and 50 foot Texas Utilities Electric Company easement as shown by the Plat recorded in Volume/Cabinet 94030, Page 2550 of the Map or Plat Records of Dallas County, Texas.**
- h. **Abandonment of 100 foot wide strip of land called New Dooley Road, executed by City of Carrollton, by Council Resolution Number 11-3-75, dated November 3, 1975, filed November 13, 1975, recorded in Volume 75224, Page 36, Deed Records, Dallas County, Texas.**
- i. **Terms, conditions and effect of City of Addison Ordinance No. 287, annexing the subject property to the City of Addison, recorded in Volume 77006, Page 175, Deed Records, Dallas County, Texas.**
- j. **Easements, or claims of easements, which are not recorded in the public records. (Owners Policy only).**
- k. **Those liens created at closing, if any, pursuant to your instructions.**
- l. **Rights of parties in possession. (Owner Policy only.)**

Cowles &amp; Thompson 4/29/2003 4:14 PAGE 8/11 Rightrax

APR-28-03 15:41 FROM-FIDELITY NATIONAL TITLE

T-523 P.07/10 F-501

GF No.: 394301-D-0022

**SCHEDULE C**

Your policy will not cover loss, costs, attorney's fees, and expenses resulting from the following requirements that will appear as Exceptions in Schedule B of the Policy, unless you dispose of these matters to our satisfaction, before the date the Policy is issued:

1. Documents creating your title or interest must be approved by us, and must be signed, notarized and filed for record.
2. Satisfactory evidence must be provided that:
  - no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A,
  - all standby fees, taxes, assessments and charges against the property have been paid,
  - all improvements or repairs to the property are completed and accepted by the owner, and that all contractors, subcontractors, laborers and suppliers have been fully paid, and that no mechanic's, laborer's or materialmen's liens have attached to the property,
  - there is legal right of access to and from the land,
  - (on a Mortgage Policy only) restrictions have not been and will not be violated that affect the validity and priority of the insured mortgage.
3. You must pay the seller or borrower the agreed amount for your property or interest.
4. Any defect, lien or other matter that may affect title to the land or interest insured, that arises or is filed after the effective date of this Commitment.
5. The Company will amend item 2 on Schedule "B" (known as the "Survey Exception") to delete all language except for "shortages in area", subject to satisfaction of the following requirements: (i) receipt of a current survey acceptable to the Company; and, (ii) payment of all expenses in connection with the survey; and, (iii) payment of the additional promulgated premium if this coverage is requested on an owner policy; and, (iv) the inclusion of additional exceptions, and/or the addition of promulgated express insurance language, on Schedule "B" as deemed necessary by the Company following its review of the survey.

Cowles &amp; Thompson 4/29/2003 4:14 PAGE 9/11 Rightrax

APR-28-03 15:41 FROM-FIDELITY NATIONAL TITLE

T-523 P.08/10 F-591

GF No.: 394301-D-0022

6. As to the Mortgage policy only, upon satisfactory proof of payment of all taxes, and upon payment of appropriate premium, Item 5, Schedule B, may, upon request of lender, be amended to read in its entirety: "STANDBY FEES, TAXES AND ASSESSMENTS BY ANY TAXING AUTHORITY FOR THE YEAR 2001 AND SUBSEQUENT YEARS, BUT NOT THOSE TAXES OR ASSESSMENTS FOR PRIOR YEARS BECAUSE OF AN EXEMPTION GRANTED TO A PREVIOUS OWNER OF THE PROPERTY UNDER SECTION 11.13, TEXAS TAX CODE, OR BECAUSE OF IMPROVEMENTS NOT ASSESSED FOR A PREVIOUS YEAR. THE COMPANY INSURES THAT STANDBY FEES, TAXES AND ASSESSMENTS FOR THE YEAR 2001 ARE NOT YET DUE AND PAYABLE"
7. Vendor's Lien retained in Deed dated December 26, 2001, filed January 16, 2002, recorded in Volume 2002011, Page 10667 of the Deed Records, from JOHN C. COIL, to WILLIAM L. GRAY, securing the payment of one note in the principal amount of \$350,000.00, bearing interest and payable as therein provided to the order of NORTH DALLAS BANK & TRUST COMPANY, and additionally secured by a Deed of Trust of even date therewith in favor of LARRY A. MILLER, Trustee, recorded in Volume 2002011, Page 10671 of the Deed of Trust Records of Dallas County, Texas.
8. Together With Assignment of Leases and Rentals by and between WILLIAM L. GRAY and NORTH DALLAS BANK & TRUST COMPANY, filed January 16, 2002, recorded in Volume 2002011, Page 10680 of the Deed Records of Dallas County, Texas.
9. The record owner, if married, is to be joined by spouse if subject property constitutes any part of their homestead, and Company is to be furnished with evidence of the marital status of the record owner from the date title was acquired to the present.
10. Company reviewed Letters of Testamentary provided by Closer, the Order Probating Will is not included therein.
11. "The policy(ies) anticipated by this Commitment contain provisions relative to the use of Arbitration in the settlement of claims. These provisions may be deleted without cost upon written request by the insured prior to the issuance of the policy(ies).
12. Note to all Buyers, Sellers, Borrowers, Lenders and all parties having a vested interest in the transaction covered by this Commitment. The following constitutes a MAJOR CHANGE in the procedures and requirements for disbursement of funds by the Title Agent pursuant to this transaction: Effective August 1, 1988, the State Board of Insurance has adopted Procedural Rule P-27 which will require that "Good Funds" be received and deposited before a Title Agent may disburse from its Trust Fund account. "Good Funds" is defined as; (1) Cash or Wire Transfers; (2) Certified funds, including certified checks and cashiers checks; (3) Uncertified funds in amounts less than \$1,500.00, including checks, travelers checks, money orders and negotiable orders of withdrawal; provided multiple items shall not be used to avoid the \$1,500.00 limitation; and (4) Uncertified funds in amounts of \$1,500.00 or more, drafts, and any other item when collected by the Financial Institution. For the benefit of all parties, The Company has adopted a policy that uncertified funds, in the aggregate, may not exceed the sum of \$500.00.



Cowles & Thompson 4/29/2003 4:14 PAGE 10/11 RightFax

APR-28-03 15:42 FROM-FIDELITY NATIONAL TITLE

T-523 P.09/10 F-591

GF No.: 394301-D-0022

FIDELITY NATIONAL TITLE AGENCY, INC.

\_\_\_\_\_  
(Authorized Countersignature)

Countersigned at: \_\_\_\_\_ Texas

Cowles & Thompson 4/29/2003 4:14 PAGE 11/11 RightFax

**DALLAS FIDELITY NATIONAL TITLE AGENCY, INC.**  
4460 TRINITY MILLS ROAD, SUITE 140, DALLAS, TEXAS 75287  
972-380-0030 FAX: 972-380-0555

DATE: 4/29  
TO: Chris  
FAX NO: \_\_\_\_\_  
FROM: Darla  
GF: \_\_\_\_\_

MEMO: \_\_\_\_\_  
Survey  
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THANKS,  
FIDELITY NATIONAL TITLE AGENCY, INC.

04/29/03 14:28 FAX 8172823603

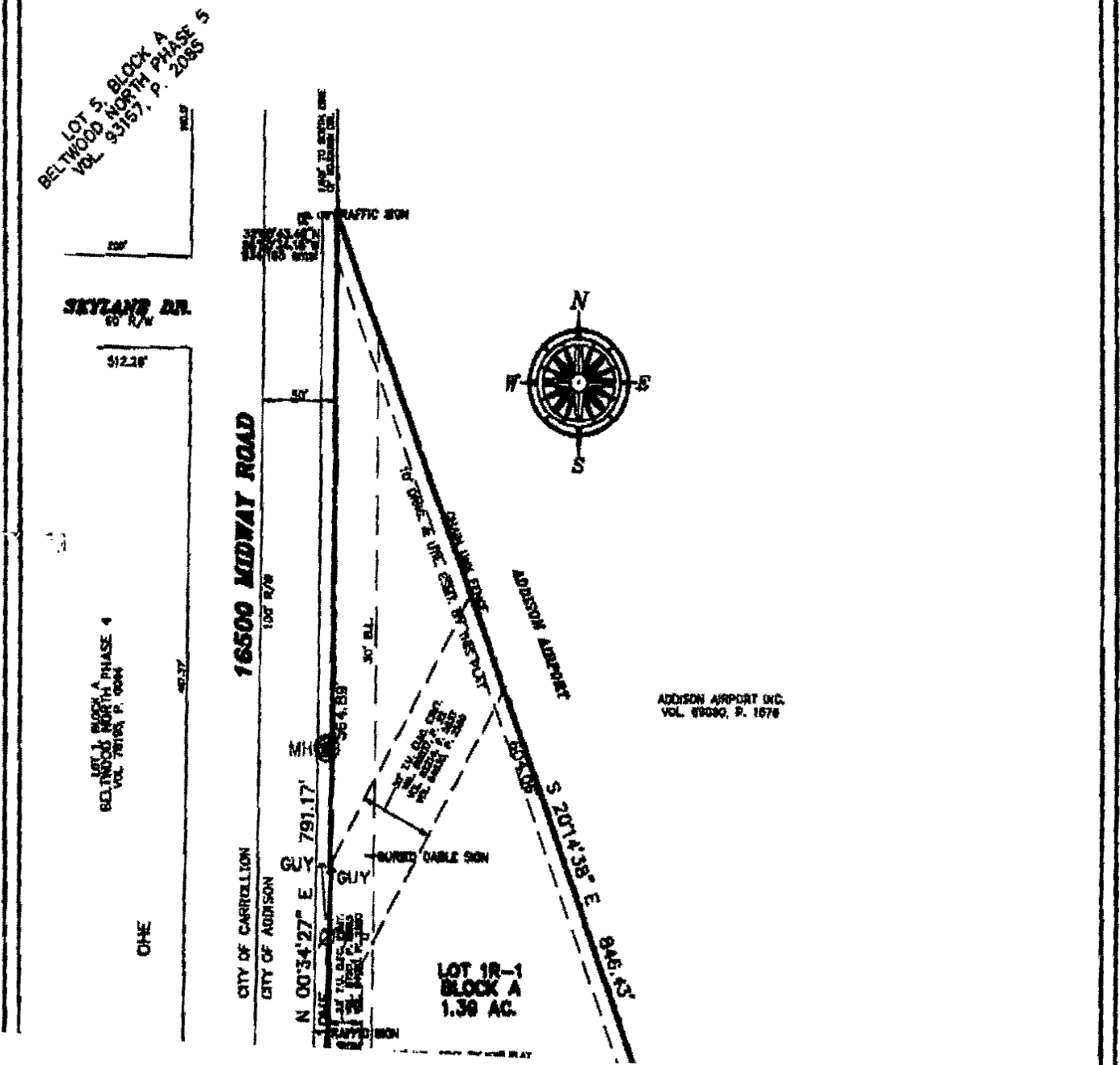
PEEBLES AND ASSOCIATES

001

# SURVEY SHOWING

THE PROPERTY LOCATED AT 16500 MIDWAY ROAD, ADDISON, TEXAS.

BEING ALL OF LOT 1R-1, BLOCK A, OF THE COIL ADDITION, AN ADDITION TO THE CITY OF ADDISON, DALLAS, COUNTY, TEXAS, ACCORDING TO THE PLAT RECORDED IN VOLUME 2002003, PAGE 103, MAP RECORDS DALLAS COUNTY, TEXAS.

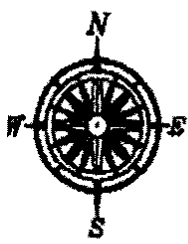


LOT 5, BLOCK A  
BELTWOOD NORTH PHASE 5  
VOL. 93157, P. 2083

SKYLINE DR.  
89°54'35" W  
912.28'

LOT 1, BLOCK A PHASE 4  
BELTWOOD NORTH PHASE 4  
VOL. 78168, P. 1004

16500 MIDWAY ROAD  
100' R/W



ADDISON AIRPORT INC.  
VOL. 89080, P. 1676

LOT 1R-1  
BLOCK A  
1.39 AC.

COMMANDER DR.  
W 1/4

LOT 2, BLOCK C  
BELTWOOD NORTH AIRPORT ADDITION  
VOL. 7645, P. 0001

N 89°29'50" W 214.55

LOT 1, BLOCK A  
BELTWOOD NORTH-AIRPORT ADDITION  
VOL. 84030, P. 2590

OWNER  
SIXTEEN THOUSAND FIVE HUNDRED INC.  
VOL. 5000020, P. 2714

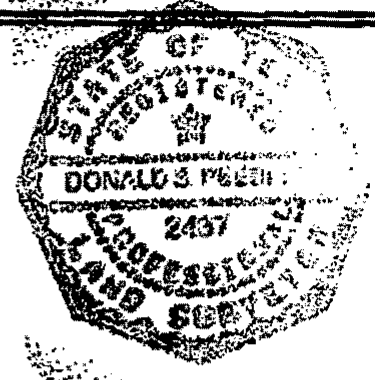
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FURTHERMORE, THE PROPERTY DOES NOT LIE WITHIN THE 100-YEAR FLOODPLAIN AS DEFINED IN F.I.R.M. 480167 0015 F DATED -JUNE 4, 1988

DONALD STEWART PEEBLES R. L. S. # 2437



SCALE : 1" = 100'  
DATE : APRIL 28, 2003  
G. F. NO.: 394301-D-0022  
PARTY CHIEF: JEFF  
DRAWN BY: RP  
CHECKED BY:  
JOB NO.: 8120  
INVOICE NO.:

LEGEND  
P.P. POWER POLE  
W.M. WATER METER  
G.M. GAS METER  
E.M. ELECTRIC METER  
B.C. BACK OF CURB  
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O.H.E. OVERHEAD ELECTRIC  
\* FENCE  
F.H. FIRE HYDRANT

**PEEBLES & ASSOCIATES**  
CIVIL ENGINEERS AND PLANNERS  
530 BEDFORD ROAD, SUITE 108  
BEDFORD, TEXAS 76022  
(817) 268 - 3316

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Gray Est.

**DALLAS FIDELITY NATIONAL TITLE AGENCY, INC.**  
4460 TRINITY MILLS ROAD, SUITE 140, DALLAS, TEXAS 75287  
972-380-0030 FAX: 972-380-0555

DATE: 4/29  
TO: John Hill  
FAX NO: 214-672-2020  
FROM: DARLA  
GF: 394301

MEMO: Survey  
Rev Commitment  
to follow  
after underwriting  
reviews survey

TOTAL NUMBER OF PAGES BEING TRANSMITTED: \_\_\_\_\_

PLEASE CALL US IF YOU DO NOT RECEIVE ALL PAGES.

THANKS,  
FIDELITY NATIONAL TITLE AGENCY, INC.



**COMMITMENT  
SCHEDULE A**

**EFFECTIVE DATE: April 4, 2003, 08:00 A.M.**

**Commitment #: 394301-D-0022 Revised - C  
GF NO.: 394301-D-0022**

**Issued: 04/22/2003, 08:00 A.M.**

1. The policy or policies to be issued are:
  - (a) **OWNER POLICY OF TITLE INSURANCE (Form T-1)**  
(Not applicable for improved one-to-four family residential real estate)  
  
Policy Amount: \$0.00  
PROPOSED INSURED:
  - (b) **TEXAS RESIDENTIAL OWNER POLICY OF TITLE INSURANCE  
ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)**  
  
Policy Amount: \$0.00  
PROPOSED INSURED:
  - (c) **MORTGAGEE POLICY OF TITLE INSURANCE (Form T-2)**  
  
Policy Amount: \$0.00  
PROPOSED INSURED:  
Proposed Borrower:
  - (d) **MORTGAGEE TITLE POLICY BINDER ON INTERIM  
CONSTRUCTION LOAN (Form T-13)\***  
  
Binder Amount: \$0.00  
PROPOSED INSURED:  
Proposed Borrower:
  - (e) **OTHER**  
  
Policy Amount: \$0.00  
PROPOSED INSURED:
2. The interest in the land covered by this Commitment is:  
  
Fee Simple
3. Record title to the land on the Effective Date appears to be vested in:  
  
CHARLES ROLLIN CAYCE, INDEPENDENT EXECUTOR OF THE ESTATE OF WILLIAM LOREN GRAY and ESTATE OF KATHY LOUISE GRAY DECEASED
4. Legal Description of land:  
  
Being Lot 1R-1, Block A, of The Coll Addition, an Addition to the City of Addison, Dallas County, Texas, according to the Map thereof recorded in Volume 2002003, Page 103, of the Map or Plat Records of Dallas County, Texas.



GF No.: 394301-D-0022

**SCHEDULE B**

**EXCEPTIONS FROM COVERAGE**

In addition to the Exclusions and Conditions and Stipulations, your Policy will not cover loss, costs, attorney's fees, and expenses resulting from:

- 1. **The following restrictive covenants of record itemized below (The Company must either insert specific recording data or delete this exception):**

Recorded in Volume 78050, Page 9, Deed Records of Dallas County, Texas; amended in instrument recorded in Volume 78157, Page 26; Volume 80160, Page 198; Volume 84110, Page 4278; Volume 89038, Page 3263; Volume 89038, Page 3268; Volume 89038, Page 3273; Volume 89038, Page 3278; Volume 89038, Page 3283; Volume 89038, Page 3328; Volume 89038, Page 3293; volume 89038, Page 3300; Volume 89038, Page 3305; Volume 89038, Page 3310; Volume 89038, Page 3315; Volume 89038, Page 3320; Volume 89038, Page 3325; Volume 89038, Page 3330; Volume 89038, Page 3335; Volume 89038, Page 3340; Volume 89038, Page 3345; Volume 89038, Page 3350; refilled in instruments recorded in Volume 89044, Page 3; Volume 89038, Page 3359; Volume 89038, Page 3364; Volume 89038, Page 3369; Volume 89038, Page 3374; Volume 89038, Page 3379; Volume 89038, Page 3384; Volume 89038, Page 3389; Volume 89038, Page 3394; Volume 89038, Page 3399; Volume 89038, Page 3404; Volume 89038, Page 3409; Volume 89038, Page 3414; Volume 2000157, Page 57; Volume 2001252, Page 8934 of the Deed Records of Dallas County, Texas.

(Deleting any unlawful discriminatory provisions based upon race, color, religion, sex, handicap, familial status or national origin).

- 2. **Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements. [Note: Refer to Schedule C, No. 5].**
- 3. **Homestead or community property or survivorship rights, if any, of any spouse of any insured.  
(Applies to the Owners Policy only.)**

GF No.: 394301-D-0022

4. **Any titles or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities,**
  - a. to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans. or
  - b. to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or
  - c. to filled-in lands, or artificial islands, or
  - d. to statutory water rights, including riparian rights, or
  - e. to the area extending from the line of mean low tide to the line of vegetation, or the right of access to that area or easement along and across the area.  
(Applies to Owner Policy only.)
5. **Standby fees, taxes and assessments by any taxing authority for the year 2003, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year.**
6. **The terms and conditions of the documents creating your interest in the land.**
7. **Materials furnished or labor performed in connection with planned construction before signing and delivering the lien document described in Schedule A, if the land is part of the homestead of the owner. (Applies to the Mortgage Title Policy Binder on Interim Construction Loan only, and may be deleted if satisfactory evidence to us before a binder is issued.)**
8. **Liens and leases that affect the title to the estate or interest, but that are subordinate to the lien of the insured mortgage. (Applies to the Mortgage Policy only).**
9. **The following matters and all terms of the documents creating or offering evidence of the matters. (The Company must insert matters or delete this exception):**
  - a. **Building line 30 feet from West lot line as shown by the Plat recorded in Volume/Cabinet 2002003 , Page 00103 of the Map or Plat Records of Dallas County, Texas.**
  - b. **An easement 7.5 feet wide along the South property line for the use of public utilities as shown by the plat recorded in Volume/Cabinet 2002003, Page 00103 of the Map or Plat Records of Dallas County, Texas.**

GF No.: 394301-D-0022

- c. **An easement 10 feet wide along the Northeast property line for the use of public utilities and drainage purposes as shown by the Plat recorded in Volume/Cabinet 2002003, Page 00103 of the Map or Plat Records of Dallas County, Texas.**
- d. **Easement for granted to Brazos Electric Power Cooperative, Inc., by Beltwood North Venture, by instrument dated January 30, 1980, filed February 20, 1980, recorded in Volume 80037, Page 22 of the Deed Records of Dallas County, Texas.**
- e. **Easement for granted to Brazos Electric Power Cooperative, Inc., by Beltwood North Venture, by instrument dated January 30, 1980, filed November 2, 1992, recorded in Volume 92214, Page 5637 of the Deed Records of Dallas County, Texas.**
- f. **Terms, provisions and easements contained in Declaration recorded in Volume 78050, Page 9, Deed Records of Dallas County, Texas.**
- g. **23 foot and 50 foot Texas Utilities Electric Company easement as shown by the Plat recorded in Volume/Cabinet 94030, Page 2550 of the Map or Plat Records of Dallas County, Texas.**
- h. **Abandonment of 100 foot wide strip of land called New Dooley Road, executed by City of Carrollton, by Council Resolution Number 11-3-75, dated November 3, 1975, filed November 13, 1975, recorded in Volume 75224, Page 36, Deed Records, Dallas County, Texas.**
- i. **Terms, conditions and effect of City of Addison Ordinance No. 287, annexing the subject property to the City of Addison, recorded in Volume 77006, Page 175, Deed Records, Dallas County, Texas.**
- j. **Easements, or claims of easements, which are not recorded in the public records. (Owners Policy only).**
- k. **Those liens created at closing, if any, pursuant to your instructions.**
- l. **Rights of parties in possession. (Owner Policy only.)**

GF No.: 394301-D-0022

**SCHEDULE C**

Your policy will not cover loss, costs, attorney's fees, and expenses resulting from the following requirements that will appear as Exceptions in Schedule B of the Policy, unless you dispose of these matters to our satisfaction, before the date the Policy is issued:

1. Documents creating your title or interest must be approved by us, and must be signed, notarized and filed for record.
2. Satisfactory evidence must be provided that:
  - no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A,
  - all standby fees, taxes, assessments and charges against the property have been paid,
  - all improvements or repairs to the property are completed and accepted by the owner, and that all contractors, subcontractors, laborers and suppliers have been fully paid, and that no mechanic's, laborer's or materialmen's liens have attached to the property,
  - there is legal right of access to and from the land.
  - (on a Mortgage Policy only) restrictions have not been and will not be violated that affect the validity and priority of the insured mortgage.
3. You must pay the seller or borrower the agreed amount for your property or interest.
4. Any defect, lien or other matter that may affect title to the land or interest insured, that arises or is filed after the effective date of this Commitment.
5. The Company will amend item 2 on Schedule "B" (known as the "Survey Exception") to delete all language except for "shortages in area", subject to satisfaction of the following requirements: (i) receipt of a current survey acceptable to the Company; and, (ii) payment of all expenses in connection with the survey; and, (iii) payment of the additional promulgated premium if this coverage is requested on an owner policy; and, (iv) the inclusion of additional exceptions, and/or the addition of promulgated express insurance language, on Schedule "B" as deemed necessary by the Company following its review of the survey.

GF No.: 394301-D-0022

6. As to the Mortgage policy only, upon satisfactory proof of payment of all taxes, and upon payment of appropriate premium, Item 5, Schedule B, may, upon request of lender, be amended to read in its entirety: "STANDBY FEES, TAXES AND ASSESSMENTS BY ANY TAXING AUTHORITY FOR THE YEAR 2001 AND SUBSEQUENT YEARS, BUT NOT THOSE TAXES OR ASSESSMENTS FOR PRIOR YEARS BECAUSE OF AN EXEMPTION GRANTED TO A PREVIOUS OWNER OF THE PROPERTY UNDER SECTION 11.13, TEXAS TAX CODE, OR BECAUSE OF IMPROVEMENTS NOT ASSESSED FOR A PREVIOUS YEAR. THE COMPANY INSURES THAT STANDBY FEES, TAXES AND ASSESSMENTS FOR THE YEAR 2001 ARE NOT YET DUE AND PAYABLE"
7. Vendor's Lien retained in Deed dated December 26, 2001, filed January 16, 2002, recorded in Volume 2002011, Page 10667 of the Deed Records, from JOHN C. COIL, to WILLIAM L. GRAY, securing the payment of one note in the principal amount of \$350,000.00, bearing interest and payable as therein provided to the order of NORTH DALLAS BANK & TRUST COMPANY, and additionally secured by a Deed of Trust of even date therewith in favor of LARRY A. MILLER, Trustee, recorded in Volume 2002011, Page 10671 of the Deed of Trust Records of Dallas County, Texas.
8. Together With Assignment of Leases and Rentals by and between WILLIAM L. GRAY and NORTH DALLAS BANK & TRUST COMPANY, filed January 16, 2002, recorded in Volume 2002011, Page 10680 of the Deed Records of Dallas County, Texas.
9. The record owner, if married, is to be joined by spouse if subject property constitutes any part of their homestead, and Company is to be furnished with evidence of the marital status of the record owner from the date title was acquired to the present.
10. Company reviewed Letters of Testamentary provided by Closer, the Order Probating Will is not included therein.
11. "The policy(ies) anticipated by this Commitment contain provisions relative to the use of Arbitration in the settlement of claims. These provisions may be deleted without cost upon written request by the insured prior to the issuance of the policy(ies).
12. Note to all Buyers, Sellers, Borrowers, Lenders and all parties having a vested interest in the transaction covered by this Commitment. The following constitutes a MAJOR CHANGE in the procedures and requirements for disbursement of funds by the Title Agent pursuant to this transaction: Effective August 1, 1988, the State Board of Insurance has adopted Procedural Rule P-27 which will require that "Good Funds" be received and deposited before a Title Agent may disburse from its Trust Fund account. "Good Funds" is defined as: (1) Cash or Wire Transfers; (2) Certified funds, including certified checks and cashiers checks; (3) Uncertified funds in amounts less than \$1,500.00, including checks, travelers checks, money orders and negotiable orders of withdrawal; provided multiple items shall not be used to avoid the \$1,500.00 limitation; and (4) Uncertified funds in amounts of \$1,500.00 or more, drafts, and any other item when collected by the Financial Institution. For the benefit of all parties. The Company has adopted a policy that uncertified funds, in the aggregate, may not exceed the sum of \$500.00.

GF No.: 394301-D-0022

FIDELITY NATIONAL TITLE AGENCY, INC.

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(Authorized Countersignature)

Countersigned at: \_\_\_\_\_, Texas

