

2000-3 Arapaho Road

Carramerica Correspondence RE: ROW - 1999

6-1-98

Stotter Breaux

972-404-2200

Chris Hendricks, Gen. Mgr, 972-386-8141

Wm Vanderstraaten, VP/Market Officer 972-404-2200

CASCADE
CASCAD
CASCAD

TOWN OF
ADDISON

Faxed

PUBLIC WORKS

To: Scottie

From: James C. Pierce, Jr., P.E., DEE

Company: Carr America

Assistant City Engineer

Phone: 972/450-2879

FAX: 972/450-2834

FAX #: 972-404-2201

Date: 8-9-99

16801 Westgrove

P.O. Box 9010

Addison, TX 75001-9010

of pages (including cover): 3

Re: Monument Sign

Original in mail

Per your request

FYI

Call me

Comments: If you choose to place the sign in our Right-Of-Way (ROW) according to the parameters we discussed Friday, we will need you to enter into a license agreement with us as per the attached. The best for everyone would be if you can place the sign entirely on your property. Please call if you have any questions.

Jim

LICENSE AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

THIS AGREEMENT is made between CarrAmerica Realty Corporation, hereinafter referred to as "Owner", and TOWN OF ADDISON, hereinafter referred to as "Addison".

WHEREAS, Owner is the owner of certain property (the "Property") described in Exhibit "A" attached hereto and made a part hereof for all purposes, and Addison is the owner of right-of-way adjacent to property of Owner (the "R.O.W. Area"); and

WHEREAS, Owner has or desires to construct certain improvements that encroach upon Addison's R.O.W. Area, and it is mutually desired that the rights of the parties be set forth herein:

NOW, THEREFORE, it is agreed between the parties hereto that: the encroachment of the CarrAmerica Monument Sign (the "Improvements") shall be made at Owner's sole risk and expense, and the continuance of the same hereafter shall be deemed to be, with the express license and consent of Addison, so that Owner shall not acquire any easement or additional rights in respect to the same.

Addison reserves for itself, its successors, assigns and licensees and other public utility companies, the right to construct, maintain and repair utilities within the R.O.W. Area. Owner shall be responsible for determining the existence and location of other utilities in the R.O.W. Area and shall be responsible for any damages occurring to such utilities by reason of Owner's construction, maintenance and repair of the Improvements.

If required by Addison in its use of the R.O.W. Area, Owner shall reconstruct, relocate or alter said Improvements at his sole cost and expense.

This Agreement shall terminate: (a) on abandonment of said Improvements or discontinuance of the use thereof; or (b) upon failure of Owner to correct any default hereunder promptly after receipt of notice from Addison; or (c) upon thirty (30) days' written notice by Addison to Owner. Upon termination of this Agreement, owner shall remove said structure and restore the premises to Addison's satisfaction, failing which Addison may arrange to do so at Owner's expense.

IN WITNESS WHEREOF, this instrument is executed on the _____ day of _____, 19_____.

OWNER: TOWN OF ADDISON

By _____

Title _____

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on _____, 19_____, by _____ and _____.

Notary Public in and for the State of Texas

(Printed Name)

My commission expires:

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on _____, 19_____, by _____ of the Town of Addison, a Texas municipal corporation, on behalf of said municipal corporation.

Notary Public in and for the State of Texas

(Printed Name)

My commission expires:

TOWN OF
ADDISON

972-920-0000

PUBLIC WORKS

To: Scottie

From: James C. Pierce, Jr., P.E., DEE

Company: Carr America

Assistant City Engineer

Phone: 972/450-2879

FAX #: 972-404-2201

FAX: 972/450-2834

Date: 8-5-99

16801 Westgrove

P.O. Box 9010

Addison, TX 75001-9010

of pages (including cover): 2

Re: Monument Sign

Original in mail

Per your request

FYI

Call me

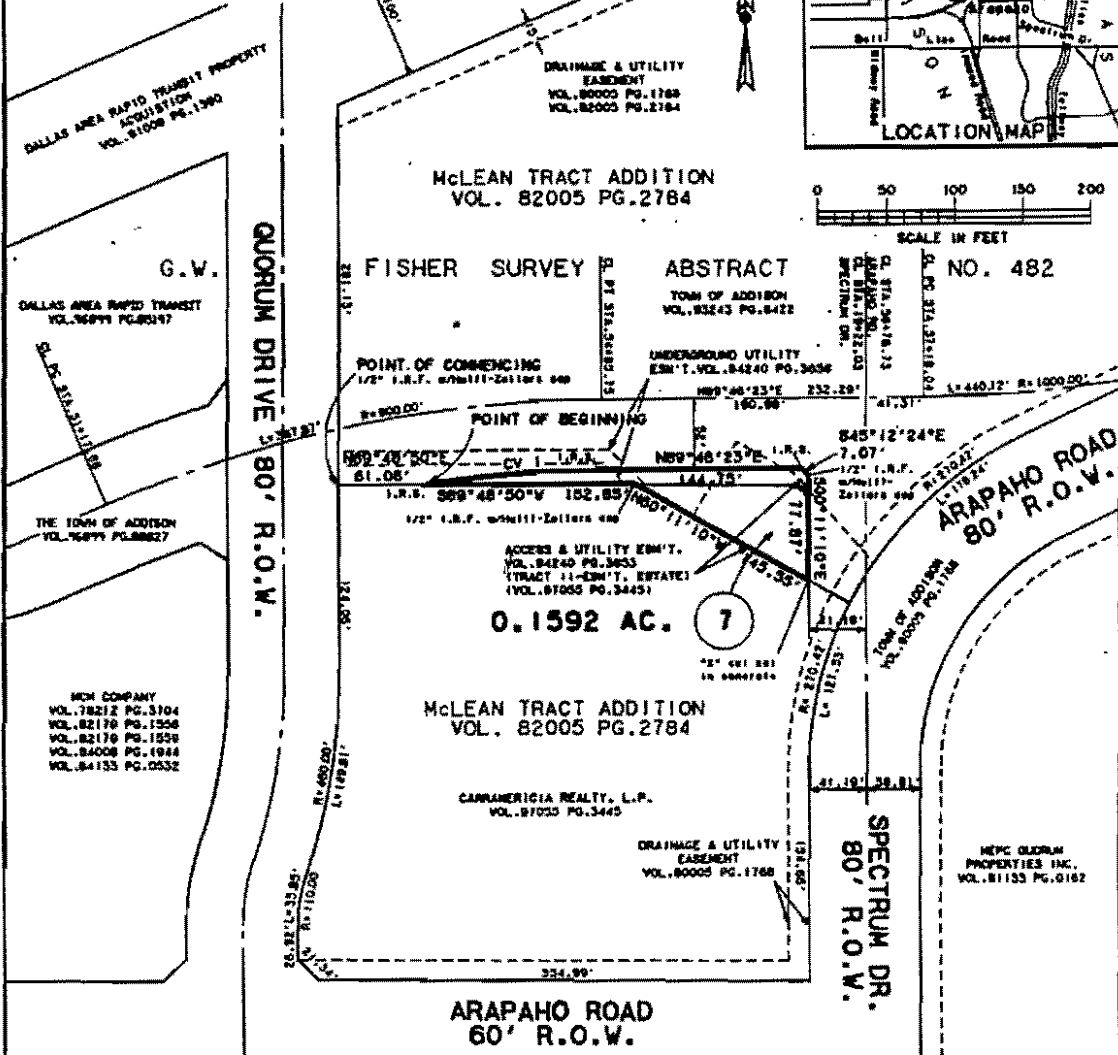
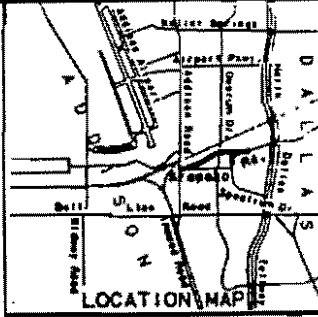
Comments: The attached sketch

Shows the area available
considering the property lines,
visibility triangle and distance
behind the curb according to
our sign ordinance. The
area cross-hatched, with the
number 4 in it, is the area
available that meets the ordinance.

If you can put your sign
in the cross-hatched area,
we are good.

Jim

7 TOWN OF ADDISON



CV 1
A= 8°45'37"
R= 848.00'
L= 129.88'
CB= N85°23'34"E
C= 129.83'

LEGEND
I.R.F. = IRON ROD FOUND
I.R.S. = 3/8" IRON ROD SET WITH
HUITT-ZOLLARS CAP

This is to certify that the above survey was made under my supervision on October 6, 1997 and that the notes and annex shown herein are true and correct to the best of my knowledge.
For HUITT-ZOLLARS, INC.
Eric J. Yarnold 10-13-97
ERIC J. YARNOLD, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4062

BASIC OF BEARINGS: The bearing of S 00°00' E along the west right-of-way line of Curcum Drive is per deed to the Town of Addison, recorded in Volume 92328, Page 00027, Deed Records, Dallas County, Texas.

HUITT-ZOLLARS
2121 HENRIE WENDE/WHITE RD
DALLAS, TEXAS 75214-9111-3811

ARAPAHO ROAD
PARCEL EXHIBIT
TOWN OF ADDISON, TEXAS

For: Town of Addison Public Works
18801 Westgrove, Addison, TX 75001
EXHIBIT PARCEL NO. 7
OWNER: TOWN OF ADDISON
AREA: 0.1592 ACRES DATE: OCT. 8, 1997

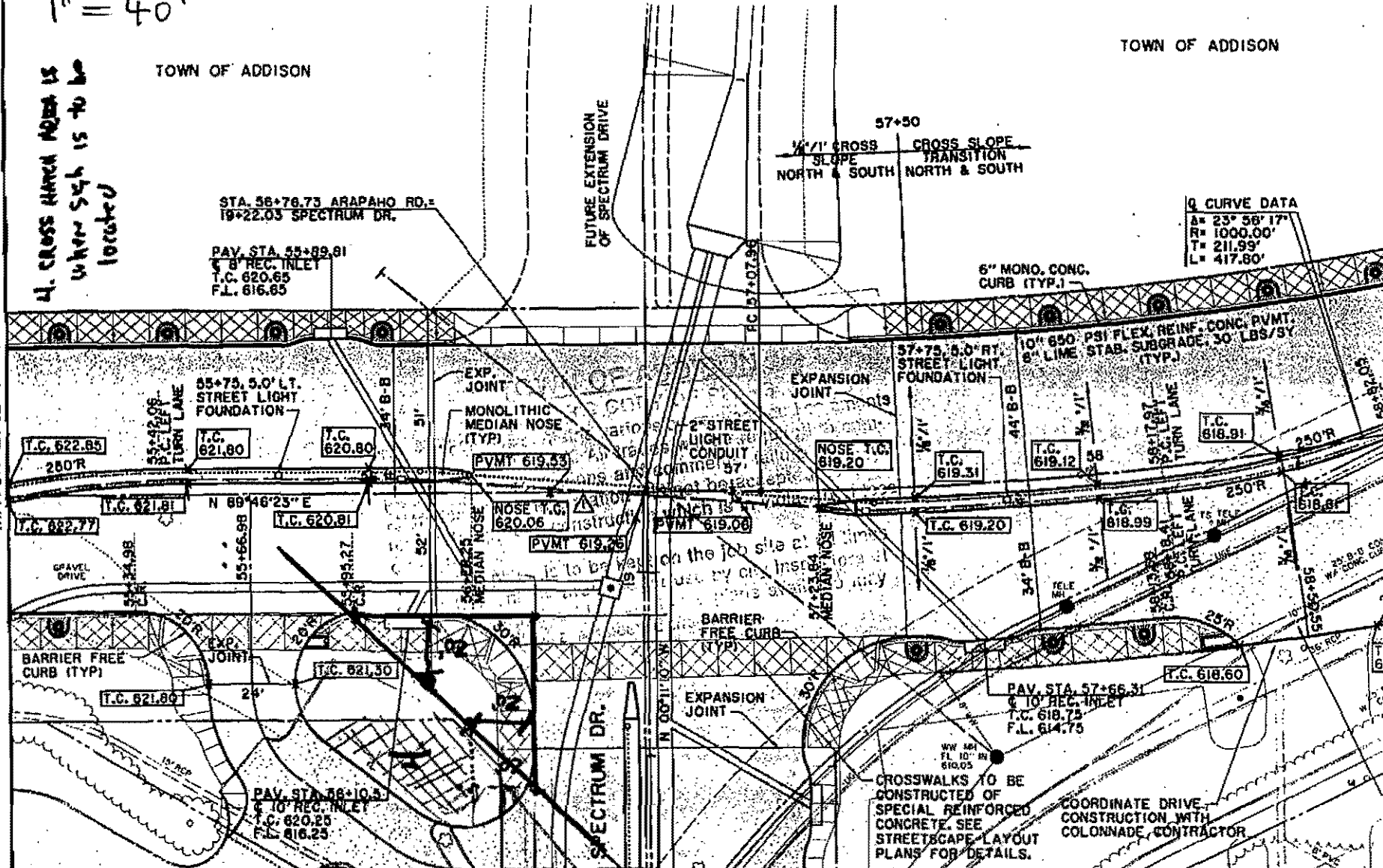
1. Sign shall be a min of 20' from curb
2. Sign shall not encroach into 50' visibility triangle
3. Sign shall not cross property line into city easement or R.O.W.

4. CROSS HATCH AREA IS where sign is to be located

1" = 40'

TOWN OF ADDISON

TOWN OF ADDISON



STA. 56+78.73 ARAPAHO RD. = 19+22.03 SPECTRUM DR.

PAV. STA. 55+89.91
6" REC. INLET
T.C. 620.65
F.L. 616.63

57+30
1/4" / 1" CROSS SLOPE NORTH & SOUTH
CROSS SLOPE TRANSITION NORTH & SOUTH

Q CURVE DATA
B = 23° 58' 17"
R = 1000.00'
T = 211.99'
L = 417.80'

5" MONO. CONC. CURB (TYP.)

57+75 5.0' RT. STREET LIGHT FOUNDATION
10" 650 PSI FLEX. REINF. CONC. PVMT. 8" LIME STAB. SUBGRADE, 30' LBS/SY (TYP.)

55+75 5.0' LT. STREET LIGHT FOUNDATION
T.C. 622.83 250'R
T.C. 621.81
T.C. 621.80
T.C. 620.81
T.C. 620.77
T.C. 620.81
T.C. 621.50
T.C. 621.60

EXP. JOINT
MONOLITHIC MEDIAN NOSE (TYP.)
PVMT 619.53
NOSE T.C. 620.08
PVMT 619.25

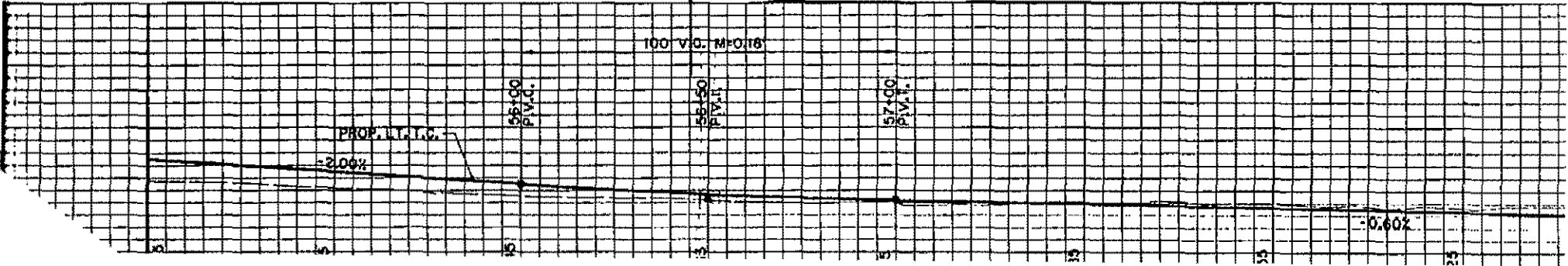
EXPANSION JOINT
2" STREET LIGHT CONDUIT (TYP.)
NOSE T.C. 619.20
T.C. 619.31
T.C. 619.12
T.C. 619.20
T.C. 618.99
T.C. 618.91
T.C. 618.81

PAV. STA. 57+66.31
6" REC. INLET
T.C. 618.75
F.L. 614.75

CROSSWALKS TO BE CONSTRUCTED OF SPECIAL REINFORCED CONCRETE. SEE STREETSCAPE LAYOUT PLANS FOR DETAILS.

COORDINATE DRIVE CONSTRUCTION WITH COLONNADE CONTRACTOR

CARRAMERICA REALTY LIMITED PARTNERSHIP



50' Visibility triangle

48 ft² Sign Face

Max ht 6'

Given to Seattle 11-14-97

Your Property Available for Monument Sign

Scale: 1" = 20'

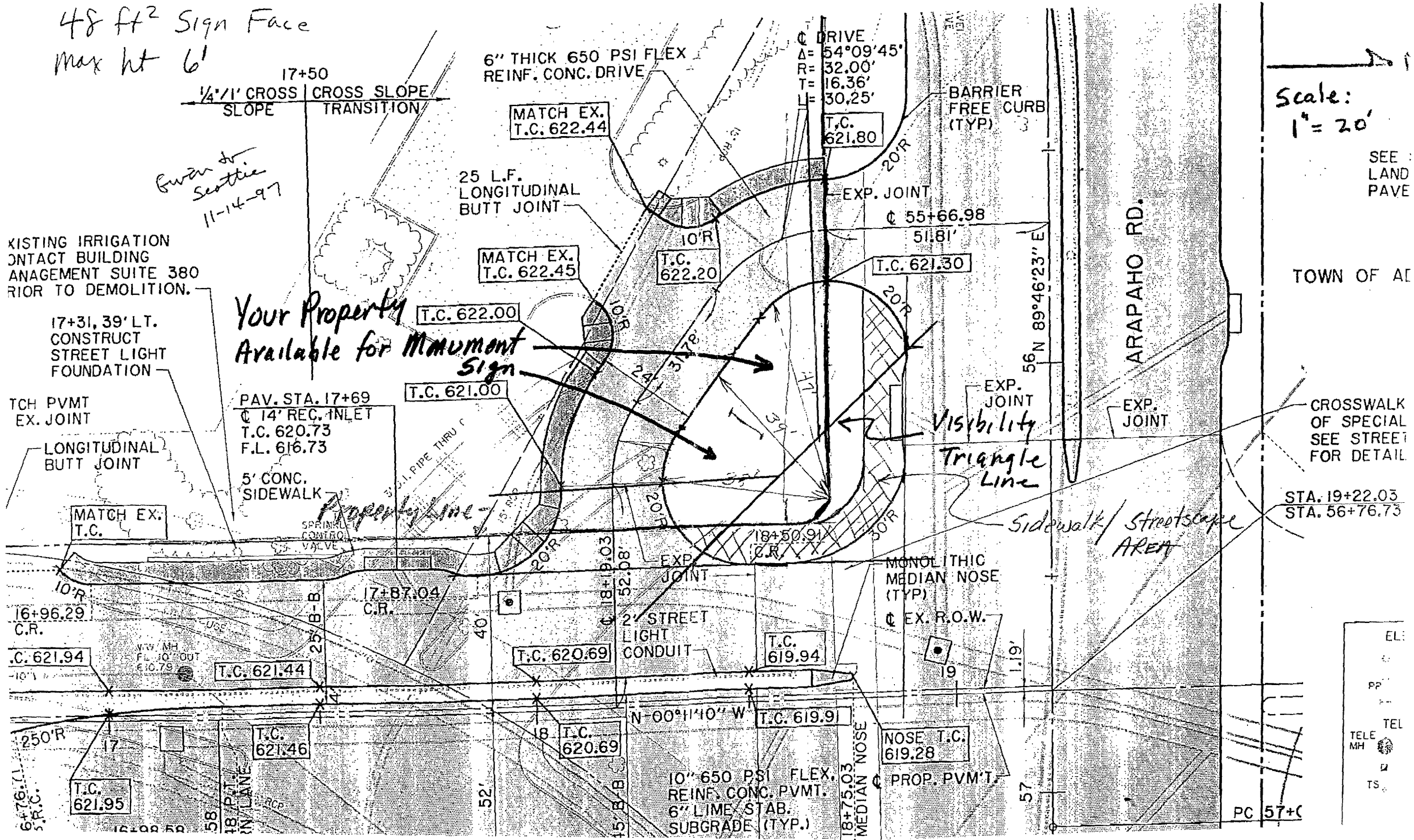
SEE LAND PAVE

TOWN OF AD

CROSSWALK OF SPECIAL SEE STREET FOR DETAIL

STA. 19+22.03
STA. 56+76.73

EL
PP
TEL
TELE MH
TS



972-404-2201

STA. 56+76.73 ARAPAHO RD.=
19+22.03 SPECTRUM DR.

PAV. STA. 55+89.81
C 8' REC. INLET
T.C. 620.65
F.L. 616.65

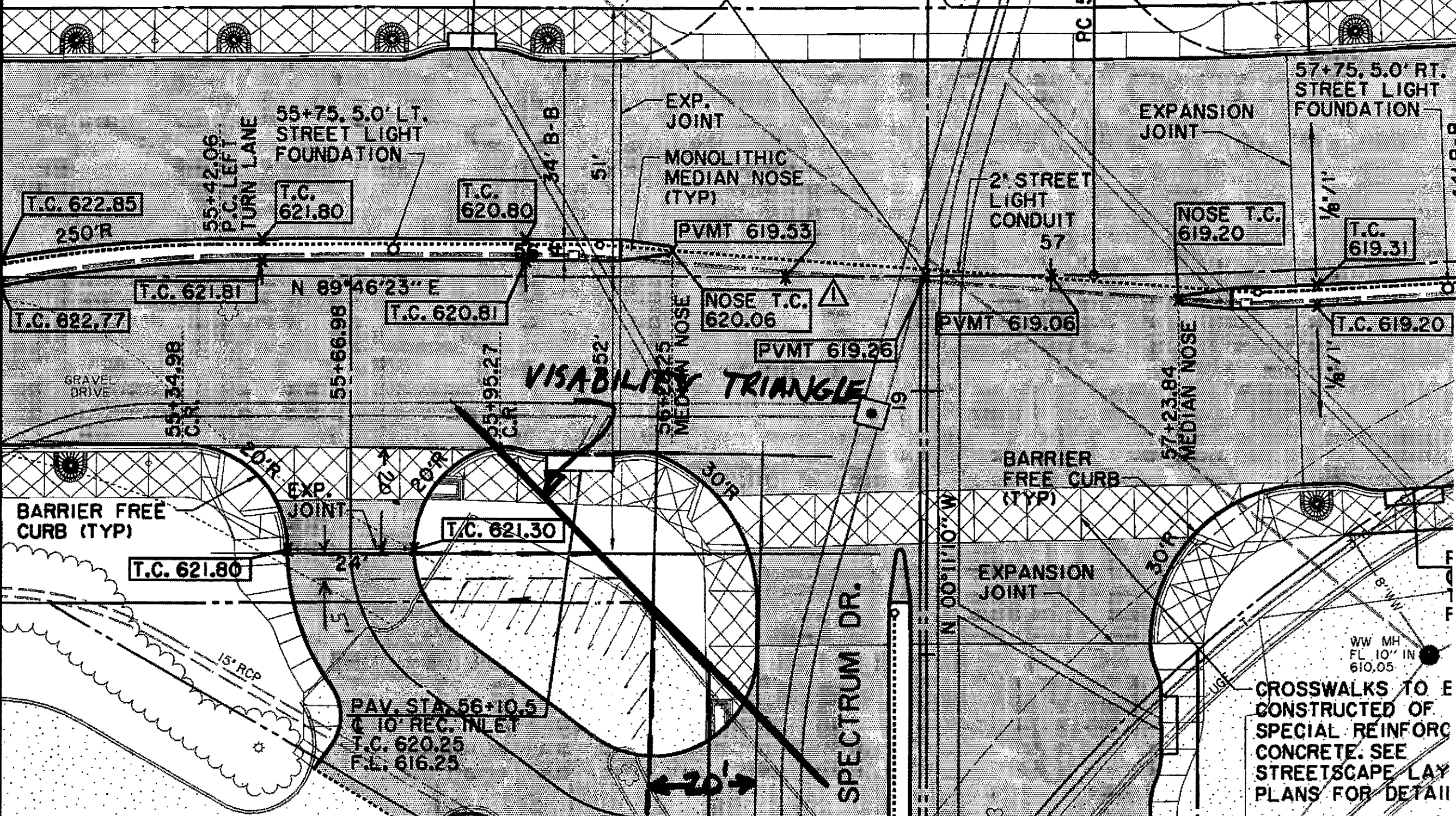
MATCH LINE STA. 55+00

FUTURE EXTENS
OF SPECTRUM

1/8" CROSS
SLOPE
NORTH & SOUTH

CROSS SLOPE
TRANSITION
NORTH & SOUT

6" M
CURB



WW MH
FL. 10" IN
610.05
CROSSWALKS TO E
CONSTRUCTED OF
SPECIAL REINFORC
CONCRETE. SEE
STREETSCAPE LAY
PLANS FOR DETAIL

CARRAMERICA REALTY LIMITED PARTNERSHIP

15950 North Dallas Parkway
Suite 100
Dallas, TX 75248
Phone: 972.404.2200
Fax: 972.404.2201

CarrAmerica

faxtransmittal

DATE: 8/6/99

TO: Jim Perce

COMPANY:

FAX NUMBER:

PHONE NUMBER:

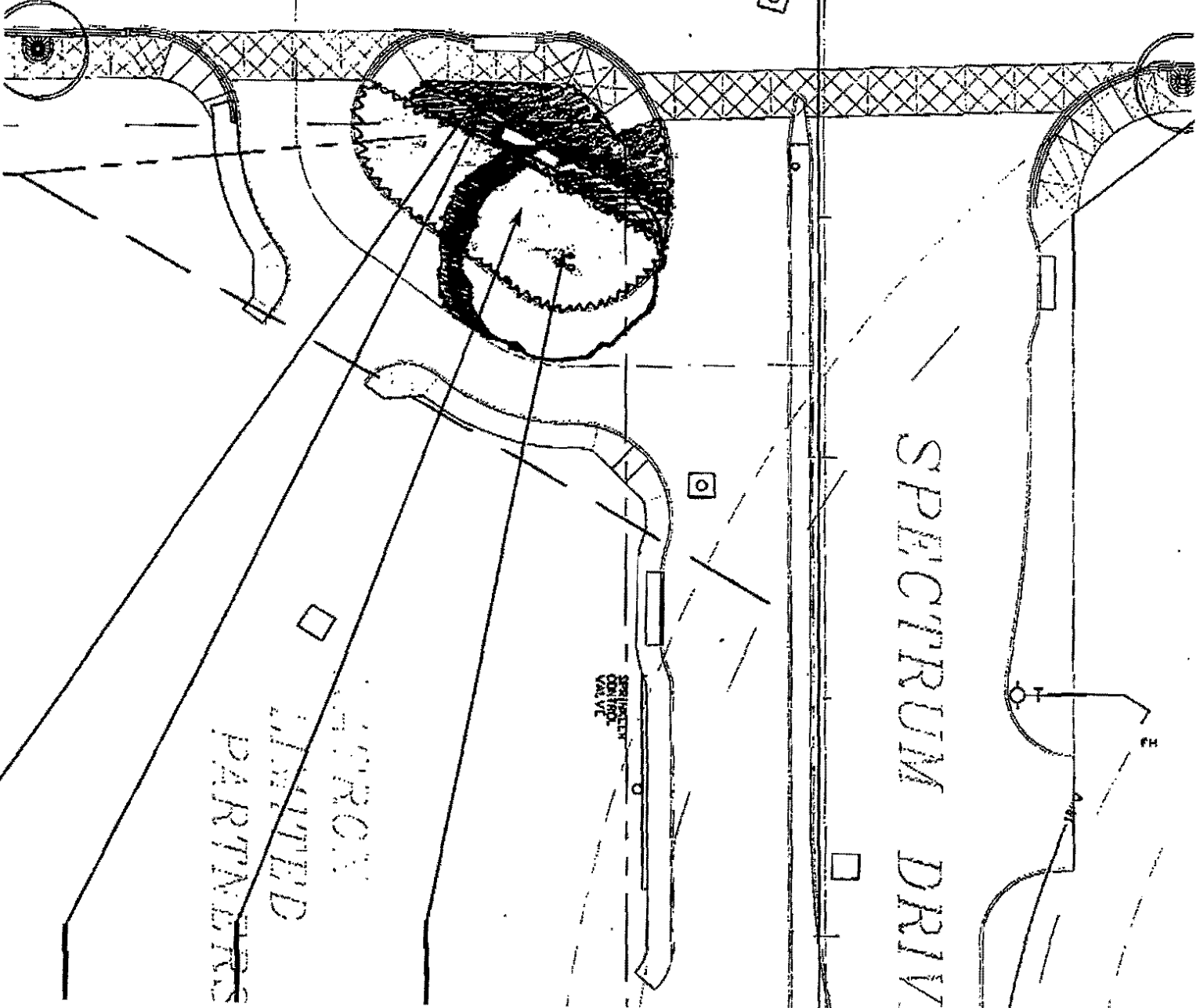
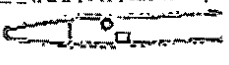
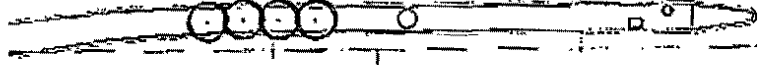
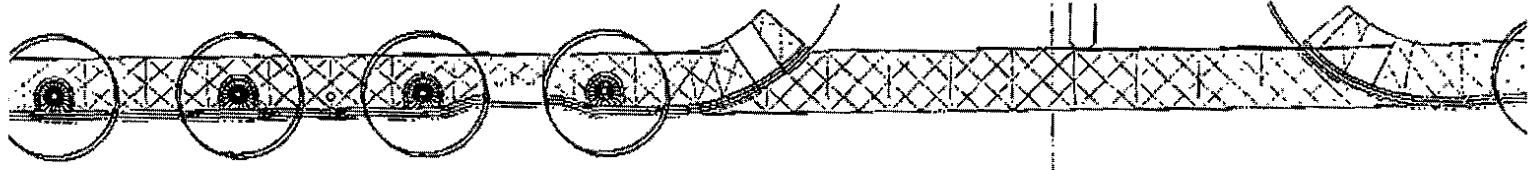
FROM: Scottie Comer

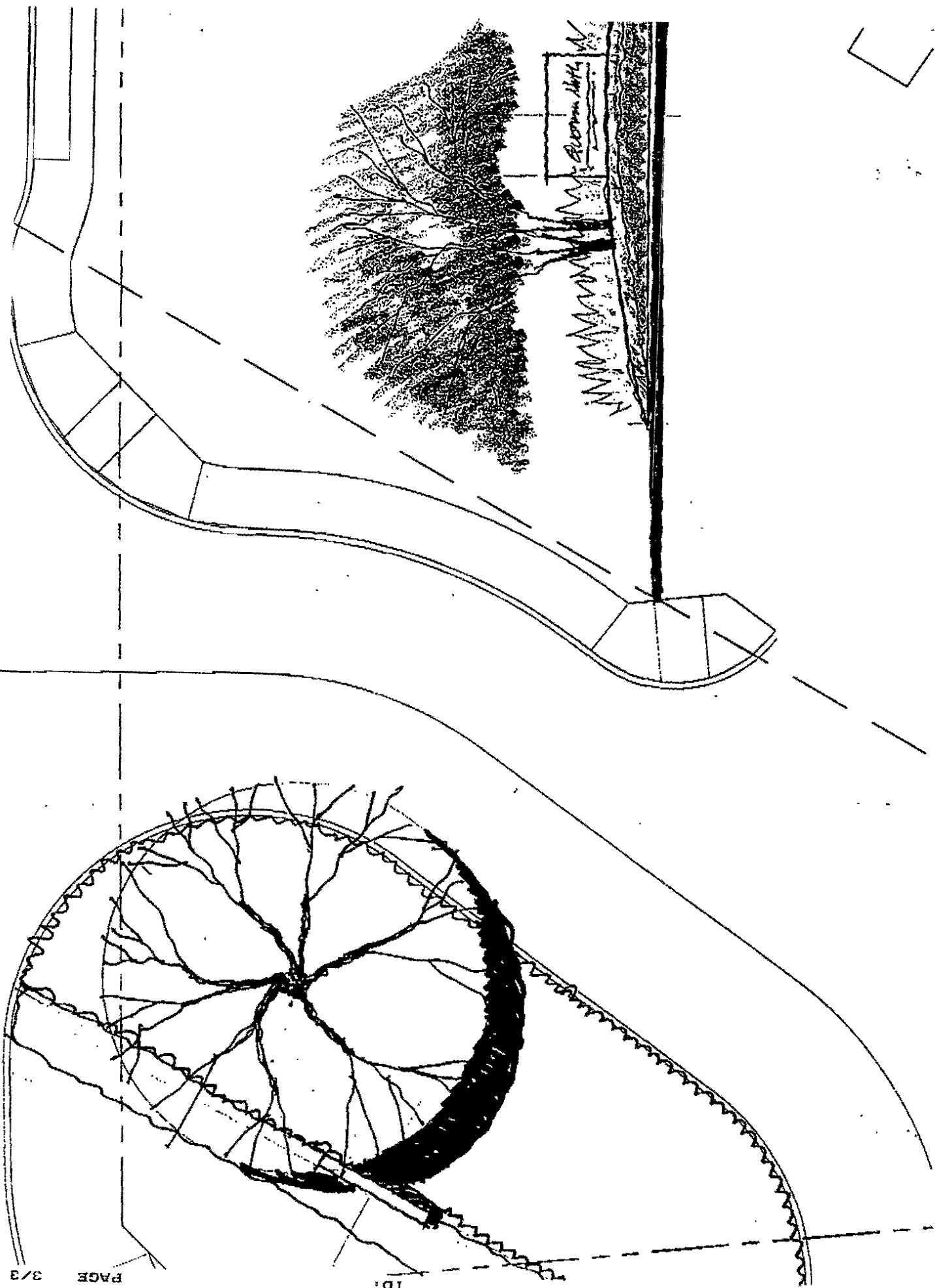
NUMBER OF PAGES: 3

MESSAGE:

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The information contained in this facsimile message is intended only for the use of the individuals to whom it is addressed and may contain language that is privileged and confidential. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify Sherri Booth immediately at [972] 404-2200. Thank you.





PLANTING IMPROVEMENTS.

AUG-06-99 14.15 FROM:

ID:

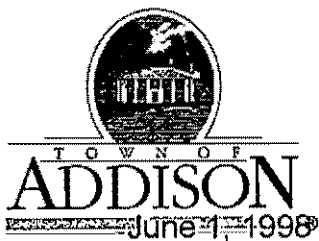
PAGE

3/3

Jim Pierce

From: Jim Pierce
Sent: Monday, July 19, 1999 10:42 AM
To: Barbara Kovacevich
Cc: Lea Dunn; Robin Jones
Subject: Kaboomtown Feedback

I received a "complaint" from CarrAmerica regarding Kaboomtown. CarrAmerica puts on a big party and they invite their corporate clients to have BBQ and view the event. This past year they had 1200 people at the party. They shuttle bus people to their parking deck on Quorum from parking lots at their other properties around the area. The problem arose when the event was over. Evidently, our police denied access to Edwin Lewis, and Arapaho, and would not let any of their shuttle busses leave the parking deck for approximately 2 hours, or until other traffic died down. This came from Scotty Comer, 972-404-2200. Scotty has been my contact with CarrAmerica on the Arapaho Road construction project. I told Scotty I would pass this on, and that I expected that when the event planning takes place next year, some improvements could be made. Jim.



Post Office Box 9010

Addison, Texas 75001-9010

5300 Belt Line Road

(972) 450-7000

FAX (972) 450-7043

Ms. Scottie Breault-Comer
CarrAmerica Realty, L.P.
14901 Quorum Drive, Suite 100
Dallas, TX 75240

RE: Setbacks for CarrAmerica building

Dear Ms. Breault-Comer:

The Town of Addison engineering staff has asked me to explain the effect a right-of-way dedication on the Quorum Drive side of your property. The building is located in a Commercial-1 district. I have attached a copy of the Commercial-1 district regulations. The setback regulations for the C-1 district read as follows:

Section 3. AREA REGULATIONS

1. Front Yard

- (A) The minimum required front yard is twenty-five (25) feet, such distance shall be measured from the property line.
- (B) If a lot runs from one street to another and has double frontage, a required front yard must be provided on both streets, such distance shall be measured from the property line.

Therefore, a dedication along Quorum Drive would result in your property being "legal non-conforming" with regard to the front yard setback. "Legal non-conforming means that a use or structure was lawful at the time it was begun, and is lawful now, but could not presently be so begun, used or constructed under current ordinances and zoning. The section of the zoning ordinance that governs nonconforming uses is attached.

Please contact me if you need additional information.

Sincerely,

Carmen Moran

Director of Development Services

ARTICLE IX

"C-1" COMMERCIAL-1 DISTRICT REGULATIONS

Section 1. USE REGULATIONS

In the "C-1" Commercial district no land shall be used and no building shall be erected for or converted to any use other than:

Antique shop
Aquarium
Art gallery
Baker
Bank, office, wholesale sales office or sample room
Barber and beauty shop
Bird and pet shops
Book or stationery store
Camera shop
Candy, cigars and tobaccos
Caterer and wedding service
Cleaning and pressing shops having an area of not more than 6,000 square feet
Drug store
Electrical lighting fixtures and supplies for consumer use
Exterminating company
Film developing and printing
Fix-it shops, bicycle repairs, saw filing, lawn mower sharpening,
Florist
Furniture repairs and upholstering
Frozen food lockers
Gallery, for the display and sale of artworks
General Services shops for maids, tax preparers, book-keeping
Grocery store
Hardware, sporting goods, toys, paints, wallpaper, clothing,
Hotel and Motel
Health Club, public or private
Household and office furniture, furnishings and appliances,
Jewelry, optical goods, photographic supplies
Laundromat, equipped with automatic washing machines of the type customarily found in a home and where the customers may personally supervise the washing and handling of their laundry
Meat market
Medical and Dental offices
Mortuary
Novelty or variety store
Office building

Office/service/showroom, the office/showroom component is limited to a facility for the regular transaction of business and for the display of uncontainerized merchandise in a finished building setting, and the service component of this use is limited to not more than seventy-five percent (75%) of the floor area of the use.

Photographers or artists studio

Public garage, parking no repairs

Piano and musical instruments

Plumbing shop, without warehouse

facilities (to include storage for ordinary repairs, but not storage for materials for contracting work)

Retail shop for custom work or the making of

articles to be sold for retail on the premises

Seamstress, dressmaker or tailor

Shoe repair shop

Studios, dance, music, drama, health, and reducing

Studio for the display and sale of glass, china, sculpture, art objects, cloth and draperies

Video equipment and cassettes, sales and rental

Wearing apparel, including clothing, shoes, hats, millinery, and accessories

Section 2. HEIGHT REGULATIONS

No building or structure shall exceed six (6) standard stories in height unless additional height is set back from the street lines one (1') foot for each two (2') feet of height above each six story limit. Height of structures is further limited by the Federal Aviation Administration F.A.A.

Section 3. AREA REGULATIONS

1. Front Yard

(A) The minimum required front yard is twenty-five (25) feet, such distance shall be measured from the property line.

(B) If a lot runs from one street to another and has double frontage, a required front yard must be provided on both streets, such distance shall be measured from the property line.

2. Side Yard

- (A) Except as provided below, there is no minimum required side yard.
- (B) On a corner lot, a minimum required side yard of twenty-five (25) feet must be provided on the side street, such distance shall be measured from the property line.
- (C) If a lot in this district abuts an apartment district, a minimum required side yard of ten (10) feet must be provided. If a corner lot in this district abuts an apartment district, a minimum required side yard of twenty-five (25) feet must be provided on the side street.

3. Rear Yard

- (A) Except as provided below, there is no minimum required rear yard.
- (B) If a rear lot line in this district abuts an apartment district, a minimum required rear yard of ten (10) feet must be provided.

Section 4. PARKING REGULATIONS

Off-street parking must be provided for the appropriate building use classification according to the following ratios:

- (A) General retail: (1/200 s.f.) One space per each two hundred square feet of floor area.
- (B) Furniture Store: (1/1000 s.f.) One space per each one thousand square feet of floor area.
- (C) Medical or Dental Clinics: (1/200 s.f.) One space per each two hundred square feet of floor area.
- (D) Banks or Savings and Loans: (1/300 s.f.) One space per each three hundred square feet of floor area.
- (E) Office: (1/300 s.f.) One space per each three hundred square feet of gross floor area. An office building or group of buildings which shall total fifty thousand (50,000) square feet or more: (1/300 s.f.) One space per 300 square feet of net usable area.
- (F) Service: (1/1,000 s.f.) one space per each one thousand square feet of floor area.

- (G) Health Club or Studio for dance, music, drama, health, and reducing: (1/100 s.f.)

Section 5. TYPE OF CONSTRUCTION

At least eighty (80) per cent of the exterior walls of all structures shall be of masonry construction, exclusive of door and window openings. All facades visible from a divided thoroughfare must be of brick or stone construction. Glass tile, glass block and plate glass may count as masonry.

Section 6. OUTSIDE SALES OR COMMERCIAL PROMOTIONS

1. All persons conducting outside sales or commercial promotions must obtain a permit.
2. Outside sales or commercial promotions are permitted for a period of fourteen (14) days each calendar year with a maximum of two (2) permits per business per year.
3. All goods, products or merchandise must be displayed on a sidewalk within ten (10) feet of the business building.
4. Merchandise dispensing units placed adjacent to an outside of a business building shall be construed as outside sales or commercial promotion.

Section 7. LOADING AND UNLOADING FACILITIES

1. All loading facilities shall be screened in accordance with the provisions of Article XVIII- Landscaping Regulations, Section 7b.
2. For lots that abut a 4-lane divided thoroughfare, no loading facilities shall face the thoroughfare, or be located on the side of the building which is adjacent to the thoroughfare.

Section 8A. OUTSIDE SALES AND/OR COMMERCIAL PROMOTIONS.

1. Any outside sales and/or commercial promotions shall be required to obtain a permit.
2. The above outside sales and/or commercial promotion may be permitted for a period of 14 days each calendar year with a maximum of two permits per business per year, providing such goods, products or merchandise is

displayed on a sidewalk within ten (10) feet of the business building.

3. The above outside sales and/or commercial promotion shall be construed to apply to merchandise dispensing units placed adjacent to and outside of a business building.
4. The above outside sales and/or commercial promotion shall not be construed to prohibit the display of merchandise normally placed on gasoline pumps and/or gasoline pump islands.
- 5a. Outside sales and/or commercial promotions related to existing businesses shall be allowed during Special Events, provided that the sponsors of such sales or promotions obtain a permit from the Planning and Zoning Office at least ten (10) days prior to the event. Such outside sales and commercial promotions may involve the use of tents and the provision of food, alcohol and entertainment if the sponsors comply with the terms of this ordinance set forth in this section.
- 5b. In order to qualify for a permit, the applicant must:
 1. provide the Planning and Zoning Office with a flammability certificate for each tent to be used;
 2. provide a map, plan, or drawing to indicate adequate off-street parking for patrons, employees and delivery trucks; such map, plan or drawing should also indicate that no fire lanes, streets or other public rights-of-way will be blocked as a result of the sale or promotion;
 3. if the event chooses to serve food, provide food service facilities in accordance with the Addison Food and Food Establishments ordinance;
 4. provide for adequate trash and waste removal and clean-up of the area;
 5. comply with all requirements of the Addison Noise ordinances;
 6. submit a check in the amount of \$50.00 to the Planning and Zoning Office; and
 7. comply with all other reasonable conditions imposed by the Planning and Zoning Office.

5c. The duration of the outside sales and commercial promotions allowable under this section shall be limited to the actual days and times of the Event, with a time period of 48 hours allowed before the Event and 24 hours after the Event for setting up, removing and cleaning the area, tents and other items used during the sale or promotions.

Section 8B. OUTSIDE STORAGE.

Except for the equipment or materials stored on a construction site and used for a temporary construction project, the long term outside storage of equipment, buildings or other materials, goods and products is prohibited.

Section 9. MECHANICAL EQUIPMENT

All mechanical equipment must be constructed located and screened so as to not interfere with the peace, comfort and repose of the occupants of any adjoining building or residence and not be visible from any public street.

Section 10. REFUSE CONTAINERS

All refuse and refuse containers must be screened from all public rights-of-way. Refuse containers must be placed on a designed, reinforced concrete pad and approach. Screening walls must be of an aesthetic material.

Section 11. LANDSCAPING

All landscaping in this district shall be governed by the standards set forth in Article XII-A, Landscaping Regulations.

ARTICLE XIV

NONCONFORMING USES

Section 1.

"Nonconforming" shall be deemed to mean that a use or structure was lawful at the time it was begun, but could not presently be so begun, used, or constructed under current ordinances and zoning.

Section 2.

The lawful use of any building, structure, or land existing at the time such property was more restrictively zoned may be continued except as this ordinance may require abatement within a given period of time; provided, however, the right to continue such nonconforming uses shall be subject to regulations prohibiting nuisances and shall be terminated when such use constitutes a nuisance. Such nonconforming uses shall be subject to such reasonable regulations as the Zoning Board of Adjustment may require to protect adjacent property and shall be subject to the specific nonconforming use regulations herein contained.

Section 3. Accidental Damage to Building

If a building occupied by nonconforming uses is destroyed by fire or the elements, it may not be reconstructed or rebuilt except to conform with provisions herein. In the case of partial destruction by fire or other causes, not exceeding fifty (50) percent of its current replacement value, the Building Official shall issue a permit for reconstruction. If greater than fifty (50) percent the building uses must be made to conform to this Ordinance.

Section 4. Substandard Structure

The right to operate and maintain any nonconforming structure shall terminate and shall cease to exist whenever the nonconforming structure becomes sub-standard under any applicable ordinance of the City and the cost of placing such structure in lawful compliance when the applicable ordinance exceeds fifty (50) percent of the replacement cost of such structure on the date that the Building Official determines that such structure is substandard.

Section 5. Determination of Replacement Cost

In determining the replacement cost of any nonconforming structure, there shall not be included therein the cost of land or any factors other than the nonconforming structure

itself including foundation.

Section 6. Repairs and Alterations

Repairs and alterations may be made to an undamaged nonconforming building or structure; provided, however, no structural alterations shall be made except those required by law or ordinance, unless the building is changed to a conforming use; and provided that no additional dwelling units shall be added where the nonconforming use results from there being more dwelling units on the lot than is permissible in the district in which the building is located. No enlargement or extension of a nonconforming use shall take place except as the Zoning Board of Adjustment may grant, as a special exception, an application to extend or enlarge a building occupied by such use provided such grant does not serve to prevent the return of such property to a conforming use.

Section 7. Continuance of Nonconforming Use

Except as this ordinance may otherwise require, any nonconforming use may be continued in operation on the same land area and on the same floor area in a structure or structures which were occupied by the nonconforming use on the effective date of these regulations or on the effective date of any amendment by which the use became nonconforming, but such land area or floor area shall not be increased.

Section 8. Registration of Nonconforming Use

No nonconforming use shall be renewed, the owner or tenant changed without a Certificate of Occupancy authorizing such renewal, change or extension.

Section 9. Changing a Nonconforming Use

Any nonconforming use may be changed to a use conforming with the regulations herein established for the district in which the nonconforming use is located; provided, however, that a nonconforming use so changed shall not thereafter be changed back to a nonconforming use. A nonconforming use shall not be changed to another nonconforming use.

Section 10. Abandonment

A nonconforming use of any building or structure which has been abandoned shall not thereafter be returned to any nonconforming use. A nonconforming use shall be considered abandoned when:

- (a) It has been replaced with a conforming use, or

- (b) Such building or structure is or hereafter becomes vacant and remains unoccupied or out of use for a continuous period of six (6) months, or the special equipment and furnishings peculiar to the nonconforming use have been removed from the premises and have not been replaced within such six (6) month period, or
- (c) The intention of the owner to permanently discontinue the use is apparent.
- (d) A nonconforming structure shall not be deemed to include signs, which are regulated by Ordinance 403.

5-27-98
Scottie: ^{with} bet signed, a matter of
time - doing best - ^{cell phone} 972-839-4877

^{cell phone}
Chris & Bill working mit for
Other more pressing deals have
pushed this back.



HOTEL ADOLPHUS
A NOBLE HOUSE HOTEL
1321 COMMERCE, DALLAS, TEXAS 75202
(214) 742-8200

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

8333 Douglas Avenue, #820

Dallas, Texas 75225-5816

Fax (214) 361-0204

Phone (214) 361-7900

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

May 6, 1998

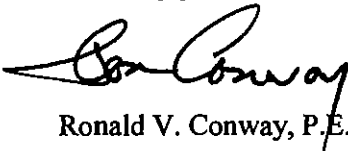
Mr. James C. Pierce, Jr., P.E., DEE
Assistant City Engineer
Town of Addison
Post Office Box 144
Addison, Texas 75001-0144

Re: CarrAmerica Tract

Dear Mr. Pierce:

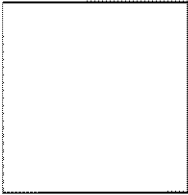
We are enclosing six copies each of the field note descriptions and plats for the right-of-way acquisition and abandonment on the CarrAmerica Tract which have been revised to include information found during the title search completed by Chicago Title Insurance Company. We have shown the existing improvements on the plat for each parcel. No property survey was completed on the entire tract. We have added the items outlined in the title company's Exhibit "B" which apply to the survey. The remaining items do not appear to be survey related. We are available at your convenience to discuss any questions you may have with the enclosed documents.

Sincerely yours,



Ronald V. Conway, P.E.

Enclosures



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

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

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

May 5, 1998

Mr. James C. Pierce, Jr., P.E., DEE
Assistant City Engineer
Town of Addison
Post Office Box 144
Addison, Texas 75001-0144

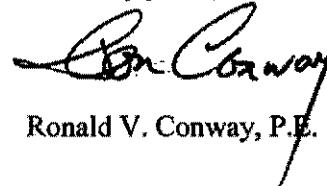
*N.G.
cell incorrect*

Re: CarrAmerica Tract

Dear Mr. Pierce:

We are enclosing six copies each of the field note descriptions and plats for the right-of-way acquisition and abandonment on the CarrAmerica Tract which have been revised to include information found during the title search completed by Chicago Title Insurance Company. We have shown the existing improvements on the plat for each parcel. No property survey was completed on the entire tract. We have added the items outlined in the title company's Exhibit "B" which apply to the survey. The remaining items do not appear to be survey related. We are available at your convenience to discuss any questions you may have with the enclosed documents.

Sincerely yours,


Ronald V. Conway, P.E.

Enclosures



LETTER OF TRANSMITTAL

Public Works / Engineering

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

DATE	6-24-98	JOB NO.
ATTENTION		
RE:	Carr America	
	Addison TX	

TO Sara Walser
Chicago Title
350 N. St Paul # 25
Dallas 75201

GENTLEMAN:

WE ARE SENDING YOU

- | | | |
|-----------------------------------------|----------------------------------------------|---------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> Shop Drawings | <input checked="" type="checkbox"/> Attached | <input type="checkbox"/> Under separate cover via _____ the following items: |
| <input type="checkbox"/> Copy of letter | <input type="checkbox"/> Prints | <input type="checkbox"/> Plans <input type="checkbox"/> Samples <input type="checkbox"/> Specifications |
| | <input type="checkbox"/> Change order | <input type="checkbox"/> _____ |

COPIES	DATE	NO.	DESCRIPTION
1			Parcel Map & Land Description for Parcel 6-2
1			Ditto, Parcels 6-1-R and 7-R

THESE ARE TRANSMITTED as checked below:

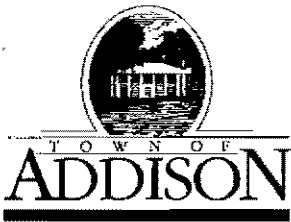
- | | | |
|----------------------------------------------------|-----------------------------------------------------------|---------------------------------------------------------------|
| <input type="checkbox"/> For approval | <input type="checkbox"/> Approved as submitted | <input type="checkbox"/> Resubmit _____ copies for approval |
| <input checked="" type="checkbox"/> For your use | <input type="checkbox"/> Approved as noted | <input type="checkbox"/> Submit _____ copies for distribution |
| <input type="checkbox"/> As requested | <input type="checkbox"/> Returned for corrections | <input type="checkbox"/> Return _____ corrected prints |
| <input type="checkbox"/> For review and comment | <input type="checkbox"/> _____ | |
| <input type="checkbox"/> FOR BIDS DUE _____ 19____ | <input type="checkbox"/> PRINTS RETURNED AFTER LOAN TO US | |

REMARKS These have been revised ~~per~~ as
per your request

COPY TO _____

SIGNED: Jim Levine

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



Public Works / Engineering

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

LETTER OF TRANSMITTAL

DATE	5-5-98	JOB NO.
ATTENTION		
RE:	Arapahs Rd	
	Exchange Agreement	

TO Scottie Breault-Comer
Carr America
14901 Quorum Dr.

GENTLEMAN:

WE ARE SENDING YOU

- Shop Drawings
- Copy of letter

- Attached
- Prints
- Change order

- Under separate cover via _____ the following items:
- Plans Samples Specifications
- _____

COPIES	DATE	NO.	DESCRIPTION
3			Parcel Map & Land Description for Parcel 6-2
3			Ditto, parcels 6-1-R and 7-R

THESE ARE TRANSMITTED as checked below:

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

REMARKS

These have been revised as per Title Co. Request.

COPY TO _____

SIGNED:

Jim Peace

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

**FIELD NOTE DESCRIPTION
FOR
RIGHT-OF-WAY ACQUISITION
ACROSS
CARRAMERICA REALTY, L.P.**

PARCEL 6-1-R

Being a parcel of land for right-of-way located in the Town of Addison, Texas and in the G.W. Fisher. Survey, Abstract No. 482, Dallas County, Texas and being out the McLean Tract Addition to the Town of Addison, and being over, under and across a 2.863 acre tract of land conveyed to CarrAmerica Realty, L.P., a Delaware limited partnership, in Volume 97055, Page 3445 of the Deed Records of Dallas County, Texas, said right-of-way being more particularly described as follows:

BEGINNING at an iron pin found at the northwest corner of said CarrAmerica tract, said iron pin also being in the east right-of-way line of Quorum Drive, (an 80 foot right-of-way);

THENCE N 89°48'50" E along the north line of said CarrAmerica tract, 13.28 feet to an iron pin found and continuing for a total distance of 28.94 feet to an iron pin found for a corner;

THENCE S 57°47'27" W, a distance of 22.34 feet to an iron pin for a corner;

THENCE S 0°11'10" E, a distance of 128.72 feet to an iron pin, said iron pin being to a point of curvature of a curve to right, said curve having a radius of 470.00 feet, a central angle of 18°40'21", a tangent distance of 77.27 feet and a chord bearing of S 9°08'59" W, a distance of 152.49 feet;

THENCE along said curve to the right, a distance of 153.17 feet to an iron pin, said iron pin being the point for a reverse curve to the left, said curve to the left having a radius 100.00 feet, a central angle of 18°40'21", a tangent distance of 16.44 feet and a chord bearing of S 9°08'59" W, a distance of 32.45 feet;

THENCE along said curve to the left, distance of 32.59 feet to an iron pin, said iron pin being a point of tangency;

THENCE S 0°11'10" E, a distance of 37.04 feet to an iron pin for a corner, said corner being N 89°50'06" W, 355.00 feet and N 44°50'06" W, 7.11 feet from the most easterly southeast corner of said CarrAmerica tract as evidenced by an X found cut in a concrete sidewalk;

THENCE N 44°50'06" W, along the south line of said CarrAmerica tract and along a corner clip at the northeast corner of Arapaho Road, (a 60 foot right-of-way) and Quorum Drive, (an 80 foot right-of-way), for a distance of 14.23 feet to an X found cut in a concrete sidewalk for a corner;

THENCE N 0°11'10" W, along the west line of said CarrAmerica tract and along the east right-of-way line of said Quorum Drive, for a distance of 26.92 feet to an iron pin found, said iron pin being a point of curvature of a curve to the right, said curve to the right having a radius of 110.00 feet, a central angle of 18°40'21", a tangent distance of 18.08 feet and a chord bearing of N 9°08'59" E a distance of 35.69 feet;

THENCE along said curve the right, for a distance of 35.85 feet to an iron pin found, said iron pin being a point for a reverse curve to the left, said curve to the left having a radius 460.00 feet, a central angle of 18°40'21", a tangent of 75.63 feet and a chord bearing of N 9°08'59" E, a distance of 149.25 feet;

THENCE along said curve the left, for a distance of 149.91 feet to the point of tangency;

THENCE N 0°11'10" W, along the west line of said CarrAmerica tract and along the east right-of-way line of said Quorum Drive, a distance of 140.57 feet to the POINT OF BEGINNING and containing 3695.33 square feet of land.

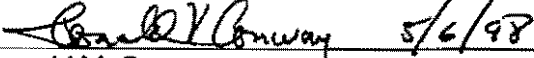
SURVEYOR'S CERTIFICATE

TO THE TOWN OF ADDISON, CARRAMERICA REALTY, L.P., AND CHICAGO TITLE INSURANCE COMPANY.

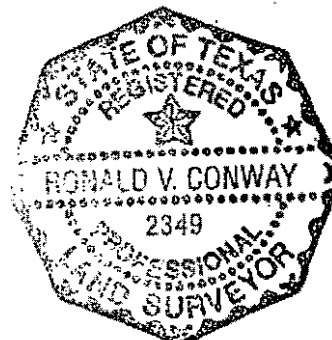
This is to certify that on the 30th day of April, 1998, this survey was made on the ground as per the field notes shown on this survey and is true, correct, and accurate as to the boundaries and areas of the subject property and the size, location and type of buildings and improvements thereon, if any, and as to the other matters shown hereon, and correctly shows the location of all visible easements and rights-of-way of which I have knowledge or have been advised, whether or not of record, affecting the subject property.

Except as shown on the survey, there are no visible encroachments apparent on the subject property by improvements on adjacent property, there are no visible encroachments apparent on adjacent property, streets, or alleys by any improvements on the subject property.

Use of this survey for any other purpose or by other parties shall be at their own risk and undersigned not responsible to others for loss resulting therefrom.



Ronald V. Conway
Registered Professional Land Surveyor
Texas Reg. No. 2349



TY ESM'T
PG. 3653

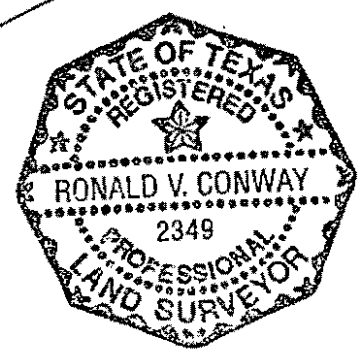
POINT OF
BEGINNING
(PARCEL P.P. W/ U.G.C.
6-1-R)

I.P. FND.

QUORUM DRIVE

N 0°11'10" W - 140.57'

SIGN



TO THE TOWN OF ADDISON, CARRAMERICA REALTY, L.P.,
AND CHICAGO TITLE INSURANCE COMPANY

CURVE DATA

$\Delta = 18^{\circ}40'21''$
R = 460.00'
T = 75.63'
L = 149.91'
CB=N 9°08'59" E
CD=149.25'

This is to certify that on the 30th day of April, 1998, this survey was made on the ground per the field notes shown on this survey and is true, correct, and accurate as to the boundaries and areas of the subject property and the size, location and type of buildings and improvements thereon, if any, and as to the other matters shown hereon, and correctly shows the location of all visible easements and rights-of-way of which I have knowledge or have been advised, whether or not of record, affecting the subject property.

Except as shown on the survey, there are no visible encroachments apparent on the subject property by improvements on adjacent property, there are no visible encroachments apparent on adjacent property, streets, or alleys by any improvements on the subject property.

The use of this survey for any other purpose or by other parties shall be at their own risk and the undersigned is not responsible to others for loss resulting therefrom.

Ronald V. Conway 5/6/98

Ronald V. Conway
I.P. Registered Professional Land Surveyor
Texas Reg. No. 2349

CURVE DATA

$\Delta = 18^{\circ}40'21''$ I.P. FND.
R = 110.00'
T = 18.08'
L = 35.85'
CB=N 9°08'59" E
CD=35.69' I.P. FND.

N 0°11'10" W
26.92'

TRAF. PANEL

N 44°50'06" W
14.23'

ALL IRON PINS SET ARE 1/2-INCH & IDENTIFIED
BY A YELLOW PLASTIC CAP STAMPED WITH "SJ&F".

TOWN OF ADDISON, TEXAS

CARRAMERICA REALTY, L.P.

RIGHT-OF-WAY ACQUISITION PLAT

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

MAY, 1998

PAR61R.DWG

SCALE: 1=50

05/06/98 RJL

**FIELD NOTE DESCRIPTION
FOR
RIGHT-OF-WAY ABANDONMENT**

TOWN OF ADDISON, TEXAS

PARCEL 7-R

Being a parcel of land out of street right-of-way located in the Town of Addison, Texas and in the G.W. Fisher. Survey, Abstract No. 482, Dallas County, Texas and being over, under and across a remaining tract of land out of an original 9.645 acre tract of land in The McLean Tract Addition conveyed to the Town of Addison, Texas by deed now of record in Volume 82005, Page 2784 of the Deed Records of Dallas County, Texas, said right-of-way being more particularly described as follows:

BEGINNING, at an X found cut in a concrete driveway, said X being N 0°11'10" W, a distance of 294.56 from the original southeast corner of said 9.645 acre tract and the southeast corner of a 2.863 acre tract of land conveyed to CarrAmerica Realty L.P., a Delaware limited partnership, in Volume 97055, Page 3445 of the Deed Records of Dallas County, Texas, as evidenced by an X found cut in a concrete sidewalk, said X also being where the west right-of-way of Spectrum Drive, (an 80 foot right-of-way) intersects with the north right-of-way line of Arapaho Road (an 60 foot right-of-way), and said Point of Beginning also being N 60°11'10" W, 34.08 feet from the most easterly northeast corner of said 2.863 acre tract of land as evidenced by an X found cut in concrete pavement;

THENCE N 60°11'10" W, along the most easterly north line of said 2.863 acre tract for a distance of 145.56 feet to an iron pin found for a corner;

THENCE N 89°48'50" E, a distance of 113.05 feet to an iron pin for a corner;

THENCE S 45°11'51" E, a distance of 18.39 feet to an iron pin for a corner;

THENCE S 0°11'10" E, a distance of 59.78 feet to the POINT OF BEGINNING and containing 4502.78 square feet of land.

SURVEYOR'S CERTIFICATE

TO THE TOWN OF ADDISON, CARRAMERICA REALTY, L.P., AND CHICAGO TITLE INSURANCE COMPANY.

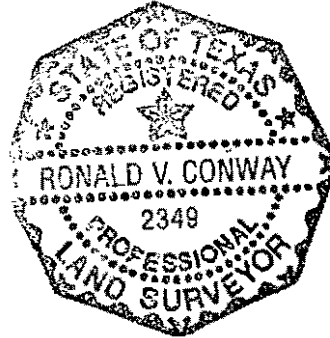
This is to certify that on the 30th day of April, 1998, this survey was made on the ground as per the field notes shown on this survey and is true, correct, and accurate as to the boundaries and areas of the subject property and the size, location and type of buildings and improvements thereon, if any, and as to the other matters shown hereon, and correctly shows the location of all visible easements and rights-of-way of which I have knowledge or have been advised, whether or not of record, affecting the subject property.

Except as shown on the survey, there are no visible encroachments apparent on the subject property by improvements on adjacent property, there are no visible encroachments apparent on adjacent property, streets, or alleys by any improvements on the subject property.

Use of this survey for any other purpose or by other parties shall be at their own risk and undersigned not responsible to others for loss resulting therefrom.

Ronald V. Conway 5/6/98

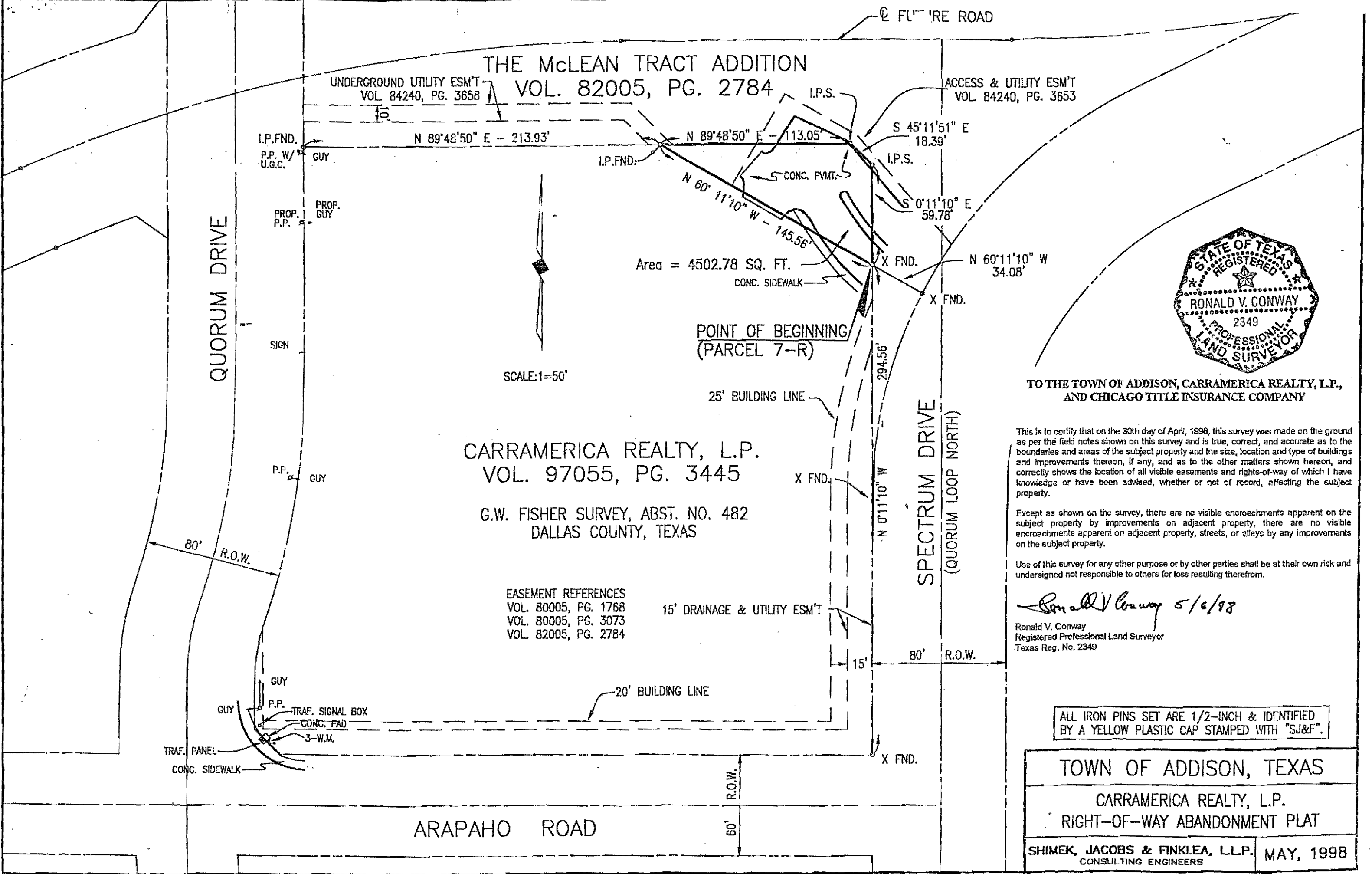
Ronald V. Conway
Registered Professional Land Surveyor
Texas Reg. No. 2349



SCALE: 1=50'

CARRAMER.DWG

05/06/98 R/L



THE McLEAN TRACT ADDITION
VOL. 82005, PG. 2784

UNDERGROUND UTILITY ESM'T
VOL. 84240, PG. 3658

ACCESS & UTILITY ESM'T
VOL. 84240, PG. 3653

Area = 4502.78 SQ. FT.
CONC. SIDEWALK

POINT OF BEGINNING
(PARCEL 7-R)

CARRAMERICA REALTY, L.P.
VOL. 97055, PG. 3445

G.W. FISHER SURVEY, ABST. NO. 482
DALLAS COUNTY, TEXAS

EASEMENT REFERENCES
VOL. 80005, PG. 1768
VOL. 80005, PG. 3073
VOL. 82005, PG. 2784

15' DRAINAGE & UTILITY ESM'T

TO THE TOWN OF ADDISON, CARRAMERICA REALTY, L.P.,
AND CHICAGO TITLE INSURANCE COMPANY

This is to certify that on the 30th day of April, 1998, this survey was made on the ground as per the field notes shown on this survey and is true, correct, and accurate as to the boundaries and areas of the subject property and the size, location and type of buildings and improvements thereon, if any, and as to the other matters shown hereon, and correctly shows the location of all visible easements and rights-of-way of which I have knowledge or have been advised, whether or not of record, affecting the subject property.

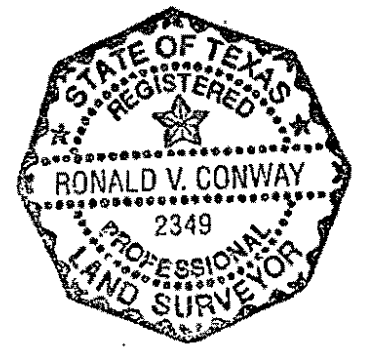
Except as shown on the survey, there are no visible encroachments apparent on the subject property by improvements on adjacent property, there are no visible encroachments apparent on adjacent property, streets, or alleys by any improvements on the subject property.

Use of this survey for any other purpose or by other parties shall be at their own risk and undersigned not responsible to others for loss resulting therefrom.

Ronald V. Conway 5/6/98
Ronald V. Conway
Registered Professional Land Surveyor
Texas Reg. No. 2349

ALL IRON PINS SET ARE 1/2-INCH & IDENTIFIED
BY A YELLOW PLASTIC CAP STAMPED WITH "SJ&F".

TOWN OF ADDISON, TEXAS	
CARRAMERICA REALTY, L.P. RIGHT-OF-WAY ABANDONMENT PLAT	
SHIMEK, JACOBS & FINKLEA, L.L.P. CONSULTING ENGINEERS	MAY, 1998



LAND DESCRIPTION

**PARCEL NO. 6-2
ARAPAHO ROAD
OCTOBER 8, 1997
REVISED: APRIL 30, 1998**

BEING 0.033 of an acre tract of land situated in the G.W. Fisher Survey, Abstract No. 482, Town of Addison, Dallas County, Texas and being a portion of that tract of land described in instrument to CarrAmerica Realty, L.P. as recorded in Volume 97055 Page 3445 of the Deed Records of Dallas County, Texas and being a part of McLean Tract, an addition to the Town of Addison, Texas as recorded in Volume 82005, Page 2784 of the Deed and Map Records, Dallas County, Texas and being more particularly described as follows:

COMMENCING at a cut "X" found in concrete at the southeast corner of the CarrAmerica Realty, L.P. (CarrAmerica) tract, said point being at the intersection of the westerly right-of-way line of Spectrum Drive (80 foot wide right-of-way) with the northerly right-of-way line of Arapaho Road (60 foot wide right-of-way);

THENCE North 00 degrees 11 minutes 10 seconds West along the easterly line of said CarrAmerica tract and westerly right-of-way line of Spectrum Drive a distance of 154.66 feet to a cut "X" found in concrete for the POINT OF BEGINNING of this tract;

- (1) THENCE North 00 degrees 11 minutes 10 seconds West a distance of 139.90 feet to a cut "X" set in concrete for a corner on the northeasterly line of said CarrAmerica tract;
- (2) THENCE South 60 degrees 11 minutes 10 seconds East along the northeasterly line of said CarrAmerica tract a distance of 34.09 feet to a cut "X" found in concrete for the northeasterly corner of said CarrAmerica tract, said point being the beginning of a non-tangent curve to the left, having a central angle of 27 degrees 01 minutes 16 seconds, a radius of 270.42 feet, and being subtended by a 126.35 foot chord bearing South 13 degrees 19 minutes 28 seconds West;
- (3) THENCE Southerly along said curve to the left and westerly right-of-way line of Spectrum Drive an arc distance of 127.53 feet to the POINT OF BEGINNING, CONTAINING 0.033 of an acre of land, more or less.

4

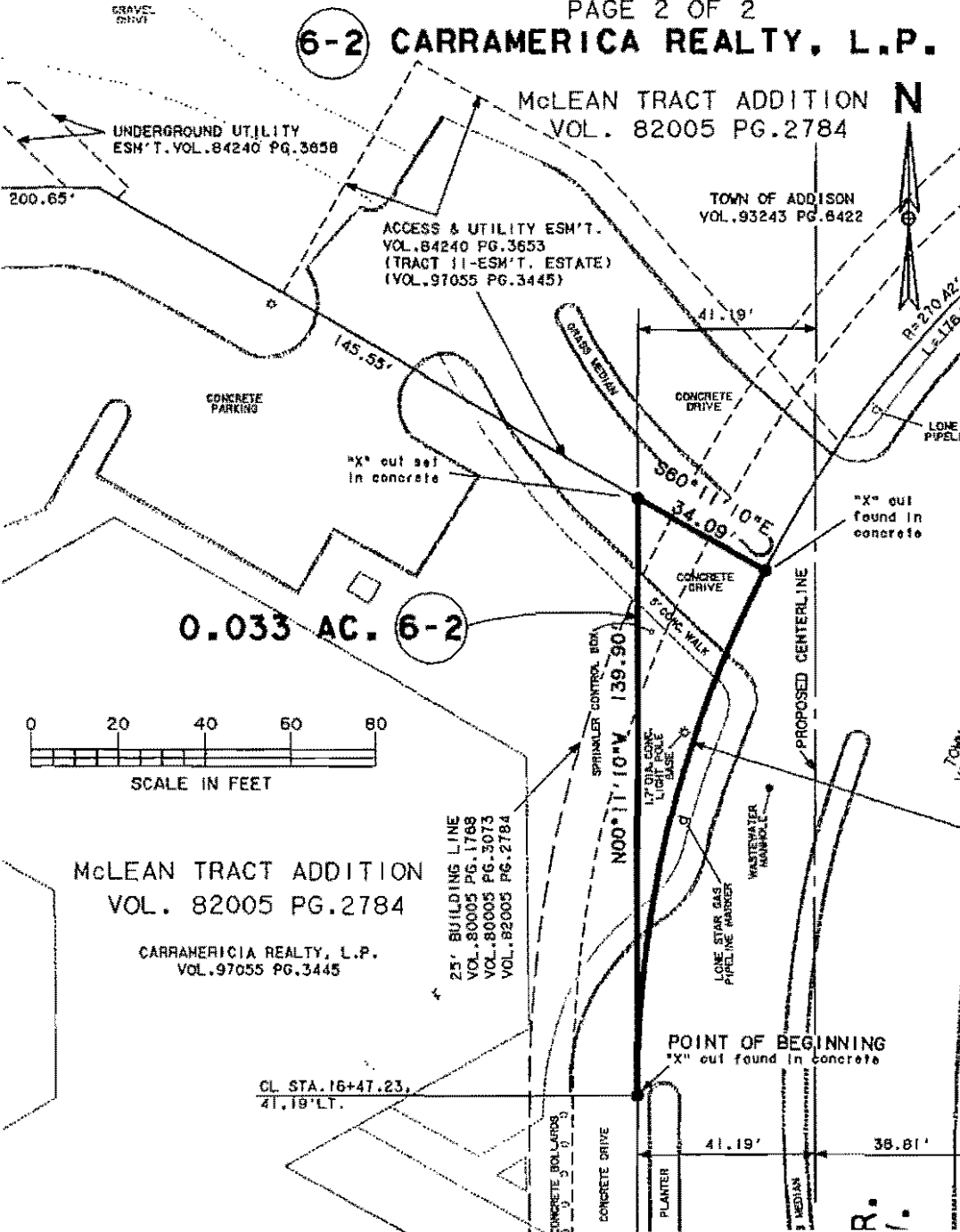
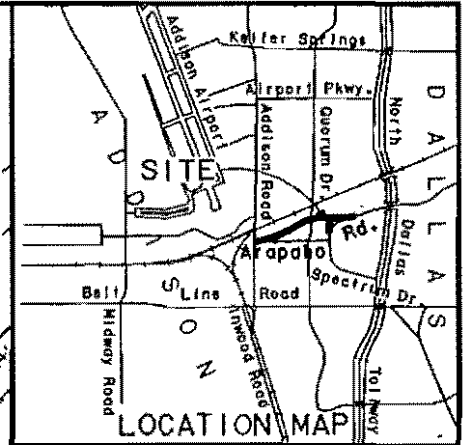
This exhibit relies on the Commitment for Title Insurance, GF No. 98-M-492605-SEJ, effective date February 23, 1998, issued April 29, 1998 by Chicago Title Insurance Company for all matters of record. No additional search for encumbrances was provided by the undersigned. The following instruments affect the subject tract:

1. The following restrictive covenants of record: Volume 80005, Page 3073, Volume 84201, Page 1770 and Volume 96136, Page 92, Deed Records, Dallas County, Texas.
2. Terms, conditions, easements, assessments and liens securing assessments for Quorum North, as set out in covenants and restrictions recorded in Volume 80005, Page 3073, Deed Records, Dallas County, Texas.
3. Twenty-five foot building setback line over and across subject property as shown on plat recorded in Volume 82005, Page 2784, Deed Records, Dallas County, Texas.
4. Fifteen foot drainage and utility easement over and across subject property as shown on plat recorded in Volume 82005, Page 2784, Deed Records, Dallas County, Texas.
5. Terms, provisions, conditions, easements and assessments contained in Agreement for Street and Median Landscaping and Irrigation executed by and between Town of Addison, Texas and Quorum North Protective Corporation, dated July 1, 1995, filed for record on July 11, 1996, recorded in Volume 96136, Page 92, Deed Records, Dallas County, Texas.

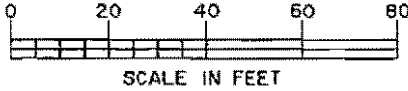
6-2 CARRAMERICA REALTY, L.P.

McLEAN TRACT ADDITION
VOL. 82005 PG.2784

N



0.033 AC. 6-2



McLEAN TRACT ADDITION
VOL. 82005 PG.2784

CARRAMERICA REALTY, L.P.
VOL. 97055 PG.3445

25' BUILDING LINE
VOL. 80005 PG. 1788
VOL. 80005 PG. 3073
VOL. 82005 PG. 2784

TOWN OF ADDISON
VOL. 80005 PG. 1768

A = 27°01'16"
R = 270.42'
L = 127.53'
CB = S13°19'28"W
C = 126.35'

HEPC QUORUM
PROPERTIES INC.
VOL. 01133 PG. 0162

ABST. NO. 482

TOWN OF
ADDISON

PUBLIC WORKS

To: Ron Conway

From: James C. Pierce, Jr., P.E., DEE
Assistant City Engineer
Phone: 972/450-2879
FAX: 972/450-2837

Company: Shimick . . .

FAX #: 214-361-0204

Date: 5-5-98

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

of pages (including cover): 3

Re: Arapaho Rd Parcels 6-1-R & 7-R

- Original in mail Per your request FYI Call me

Comments: Attached is the way
Huitt Zollars handled the
Chicago Title request for parcel 6-2
Hope this helps.

Jim

LAND DESCRIPTION

**PARCEL NO. 6-2
ARAPAHO ROAD
OCTOBER 8, 1997
REVISED: APRIL 30, 1998**

BEING 0.033 of an acre tract of land situated in the G.W. Fisher Survey, Abstract No. 482, Town of Addison, Dallas County, Texas and being a portion of that tract of land described in instrument to CarrAmerica Realty, L.P. as recorded in Volume 97055 Page 3445 of the Deed Records of Dallas County, Texas and being a part of McLean Tract, an addition to the Town of Addison, Texas as recorded in Volume 82005, Page 2784 of the Deed and Map Records, Dallas County, Texas and being more particularly described as follows:

COMMENCING at a cut "X" found in concrete at the southeast corner of the CarrAmerica Realty, L.P. (CarrAmerica) tract, said point being at the intersection of the westerly right-of-way line of Spectrum Drive (80 foot wide right-of-way) with the northerly right-of-way line of Arapaho Road (60 foot wide right-of-way);

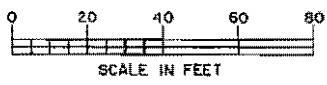
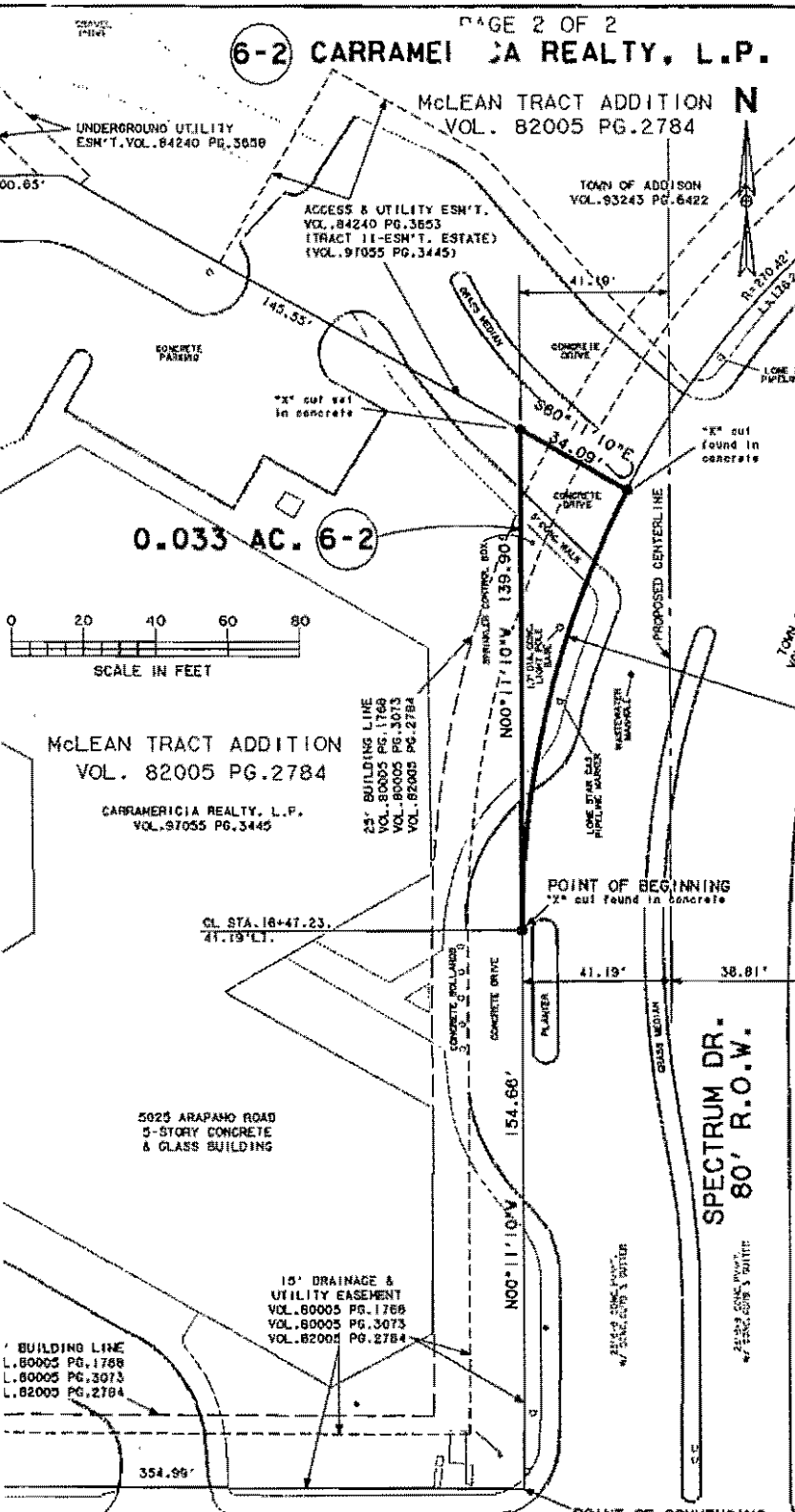
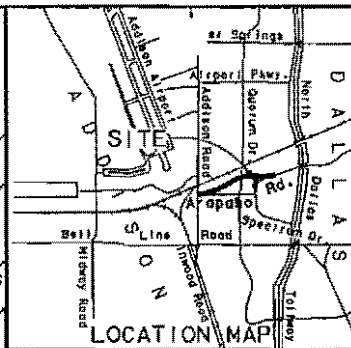
THENCE North 00 degrees 11 minutes 10 seconds West along the easterly line of said CarrAmerica tract and westerly right-of-way line of Spectrum Drive a distance of 154.66 feet to a cut "X" found in concrete for the POINT OF BEGINNING of this tract;

- (1) THENCE North 00 degrees 11 minutes 10 seconds West a distance of 139.90 feet to a cut "X" set in concrete for a corner on the northeasterly line of said CarrAmerica tract;
- (2) THENCE South 60 degrees 11 minutes 10 seconds East along the northeasterly line of said CarrAmerica tract a distance of 34.09 feet to a cut "X" found in concrete for the northeasterly corner of said CarrAmerica tract, said point being the beginning of a non-tangent curve to the left, having a central angle of 27 degrees 01 minutes 16 seconds, a radius of 270.42 feet, and being subtended by a 126.35 foot chord bearing South 13 degrees 19 minutes 28 seconds West;
- (3) THENCE Southerly along said curve to the left and westerly right-of-way line of Spectrum Drive an arc distance of 127.53 feet to the POINT OF BEGINNING, CONTAINING 0.033 of an acre of land, more or less.

This exhibit relies on the Commitment for Title Insurance, GF No. 98-M-492605-SEJ, effective date February 23, 1998, issued April 29, 1998 by Chicago Title Insurance Company for all matters of record. No additional search for encumbrances was provided by the undersigned. The following instruments affect the subject tract:

1. The following restrictive covenants of record: Volume 80005, Page 3073, Volume 84201, Page 1770 and Volume 96136, Page 92, Deed Records, Dallas County, Texas.
2. Terms, conditions, easements, assessments and liens securing assessments for Quorum North, as set out in covenants and restrictions recorded in Volume 80005, Page 3073, Deed Records, Dallas County, Texas.
3. Twenty-five foot building setback line over and across subject property as shown on plat recorded in Volume 82005, Page 2784, Deed Records, Dallas County, Texas.
4. Fifteen foot drainage and utility easement over and across subject property as shown on plat recorded in Volume 82005, Page 2784, Deed Records, Dallas County, Texas.
5. Terms, provisions, conditions, easements and assessments contained in Agreement for Street and Median Landscaping and Irrigation executed by and between Town of Addison, Texas and Quorum North Protective Corporation, dated July 1, 1995, filed for record on July 11, 1996, recorded in Volume 96136, Page 92, Deed Records, Dallas County, Texas.

McLEAN TRACT ADDITION
 VOL. 82005 PG.2784



McLEAN TRACT ADDITION
 VOL. 82005 PG.2784

CARRAMEI REALTY, L.P.
 VOL. 97055 PG.3445

25' BUILDING LINE
 VOL. 80005 PG.1768
 VOL. 80005 PG.3073
 VOL. 82005 PG.2784

BUILDING LINE
 L. 80005 PG.1768
 L. 80005 PG.3073
 L. 82005 PG.2784

15' DRAINAGE &
 UTILITY EASEMENT
 VOL. 80005 PG.1768
 VOL. 80005 PG.3073
 VOL. 82005 PG.2784

5025 ARAPAHO ROAD
 5-STORY CONCRETE
 & GLASS BUILDING

A= 27°01'16"
 R= 270.42'
 L= 127.33'
 CB= S13°19'28"W
 C= 126.35'

HEPC QUORUM
 PROPERTIES INC.
 VOL. 81133 PG.0162

G.W. FISHER SURVEY ABST. NO. 482

**ARAPAHO ROAD
 60' R.O.W.**

**SPECTRUM DR.
 80' R.O.W.**

LEGEND
 I.R.F. = IRON ROD FOUND
 I.R.S. = 5/8" IRON ROD SET WITH
 HUITT-ZOLLARS CAP

The Town of Addison, Carramei Realty, L.P. and Chicago Title Insurance Company
 Title is to certify that the above survey was made under my supervision on October 8, 1997
 and that the angles and bounds shown thereon are true and correct to the best of my knowledge.
 The survey relies on the Commitment for Title Insurance issued by Chicago Title Insurance
 Company, of #98-11-92605-SEC1, effective date February 23, 1996, issued April 29, 1998 for
 all matters of record affecting the subject tract. The easements, rights-of-way and other matters
 of record affecting the subject tract are shown based on said title commitment.

For HUITT-ZOLLARS, Inc.

 ERIC J. YANDRY, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4862

BASE OF BEARINGS: The bearing of S 00°10'07"E
 along the west right-of-way line of Quorum Drive
 as per deed to the Town of Addison, recorded in
 Volume 96299, Page 00027, Deed Records, Dallas
 County, Texas.

HUITT-ZOLLARS
 3131 HICKINNEY AVENUE/SUITE 600
 DALLAS, TEXAS 75214-8711-3311

**ARAPAHO ROAD
 RIGHT-OF-WAY EXHIBIT**
 TOWN OF ADDISON, TEXAS

For: Town of Addison Public Works
 16801 Westgrove, Addison, TX 75001
EXHIBIT PARCEL NO. 6-2
 OWNER: CARRAMEI REALTY, L.P.
 AREA: 0.033 ACRE DATE: APR. 30, 1998

HUITT-ZOLLARS, IN.
 3131 McKinney Avenue, Suite 600
 DALLAS, TEXAS 75204

LETTER OF TRANSMITTAL

(214) 871-3311

TO TOWN OF ADDISON
16801 WESTGROVE, P.O. BOX 9010
ADDISON, TX 75001-9010

DATE	4/30/98	JOB NO.	1-1 72-08
ATTENTION	JAMES C. PIERCE, JR., PE		
RE:	PARCEL 6-2 ARAPAHO ROAD RIGHT-OF-WAY EXHIBIT & DESCRIPTION		

972) 450-2879

WE ARE SENDING YOU Attached Under separate cover via OVERNIGHT the following items:

- Shop drawings Prints Plans Samples Specifications
 Copy of letter Change order SIGNED & SEALED COPIES

COPIES	DATE	ND.	DESCRIPTION
6	4/30	2pg.	PARCEL 6-2

THESE ARE TRANSMITTED as checked below:

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

REMARKS _____

COPY TO FILE

SIGNED: ERIC YAHODY/de

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

CHICAGO TITLE INSURANCE COMPANY



DALLAS DIRECT OPERATIONS
350 NORTH ST. PAUL, SUITE 250, MAIN OFFICE, DALLAS, TEXAS 75201
(214) 720-4000 DIRECT (214) 965-1664 FAX (214) 720-1047
E-Mail: JohnsonSu@ctt.com Website: www.ctcdallas.com

April 13, 1998

SUE JACKSON JOHNSON
ASSISTANT VICE PRESIDENT
Commercial Escrow Officer

Scottie Breault-Comer
CarrAmerica Realty, L.P.
14901 Quorum Drive
Suite 100
Dallas, Texas 75240

Jim Peirce
Town of Addison
5300 Belt Line Road
Addison, Texas 75240

**RE: Our GF# 98-M-492660-SEJ
4502.78 square feet in the McLean Tract Addition, Addison, Texas**

Dear Scottie and Jim:


Enclosed please find our revised Commitment for Title Insurance based on review of the survey.

By copy of this letter, we are asking the surveyor to correct or reconcile the following items:

- 1) Please add certification and certify to Town of Addison, CarrAmerica Realty, L.P. and Chicago Title Insurance Company;
- 2) Correct legal description of drawing next to last call should be South 45 degrees 11 minutes 51 seconds East (not NW) - see attached;
- 3) Are all improvements shown? They must be shown.

Should you have any questions or need anything further at this time, please do not hesitate to call either Sue Johnson or myself.

Sincerely,
CHICAGO TITLE DALLAS DIRECT


Sara Walser
Assistant to Sue Jackson Johnson
Assistant Vice President

/sw
encl.

cc: Steve Wilson, Esq. (w/encl)
Ronald V. Conway (w/encl)

Issued: April 13, 1998
 Effective: February 23, 1998

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.

COMMITMENT FOR TITLE INSURANCE

ISSUED BY

CHICAGO TITLE INSURANCE COMPANY

We, Chicago 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.

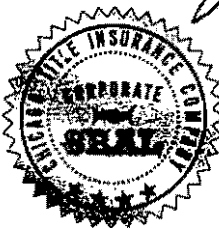
This Commitment ends ninety (90) days from the effective date, unless the Policy is issued sooner, or failure to issue the Policy is our fault. Our liability and obligations to you are under the express terms of this Commitment and end when this Commitment expires.

4502.78 SQUARE FEET IN THE MCLEAN TRACT ADDITION, ADDISON, TEXAS

Chicago Title Insurance Company
350 N. St. Paul, Suite 250
Dallas, Texas 75201
(214) 720-4000
(214) 720-1047 FAX
Attn: Sue Jackson Johnson

CHICAGO TITLE INSURANCE COMPANY

Sue Johnson / Edw
 Authorized Signatory



Richard J. Polley
 President.

Thomas J. Adams
 Secretary.

SCHEDULE A

Commitment Effective Date: February 23, 1998

1. The policy or policies to be issued are:

(a) Form T-1: OWNER POLICY OF TITLE INSURANCE (Not applicable for improved one-to-four family residential real estate)

Policy Amount: \$0.00

Proposed Insured:

CarrAmerica Realty, L.P.

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

Policy Amount:

Proposed Insured:

(c) Form T-2: MORTGAGEE POLICY OF TITLE INSURANCE

Policy Amount: \$0.00

Proposed Insured:

Proposed Borrower:

(d) Form T-13: MORTGAGEE TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN

Binder Amount:

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:

Town of Addison

4. Legal description of land:

SEE ATTACHED DESCRIPTION

DESCRIPTION

Being a parcel of land out of street right-of-way located in the Town of Addison, Texas and in the G. W. Fisher Survey, Abstract No. 482, Dallas County, Texas and being over, under and across a remaining tract of land out of an original 9.645 acre tract of land in The McLean Tract Addition conveyed to the Town of Addison, Texas by deed now of record in Volume 82005, Page 2784 of the Deed Records of Dallas County, Texas, said right-of-way being more particularly described as follows:

BEGINNING, at an X found cut in a concrete driveway, said X being North 0 degrees 11 minutes 10 seconds West, a distance of 294.56 from the original southeast corner of said 9.645 acre tract and the southeast corner of a 2.863 acre tract of land conveyed to CarrAmerica Realty L.P., a Delaware limited partnership, in Volume 97055, Page 3445 of the Deed Records of Dallas County, Texas, as evidenced by an X found cut in a concrete sidewalk, said X also being where the west right-of-way of Spectrum Drive, (an 80 foot right-of-way) intersects with the north right-of-way line of Arapaho Road (an 60 foot right-of-way), and said Point of Beginning also being North 60 degrees 11 minutes 10 seconds West, 34.08 feet from the most easterly northeast corner of said 2.863 acre tract of land as evidenced by an X found cut in concrete pavement;

THENCE North 60 degrees 11 minutes 10 seconds West, along the most easterly north line of said 2.863 acre tract for a distance of 145.56 feet to an iron pin found for a corner;

THENCE North 89 degrees 48 minutes 50 seconds East, a distance of 113.05 feet to an iron pin for a corner;

THENCE South 45 degrees 11 minutes 51 seconds East, a distance of 18.39 feet to an iron pin for a corner;

THENCE South 0 degrees 11 minutes 10 seconds East, a distance of 59.78 feet to the POINT OF BEGINNING and containing 4502.78 square feet of land.

NOTE: COMPANY DOES NOT REPRESENT THAT THE ABOVE ACREAGE AND/OR SQUARE FOOTAGE CALCULATIONS ARE CORRECT.

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:

- B 1. *The following restrictive covenants of record itemized below (We must either insert specific recording data or delete this exception.):*
- Volume 80005, Page 3073, Volume 84201, Page 1770, Volume 93243, Page 6422 and Volume 96136, Page 92, Deed Records, Dallas County, Texas, but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status or national origin.
- F 2. *Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments, or protrusions, or any overlapping of improvements.*
- I 3. *Homestead or community property or survivorship rights, if any, of any spouse of any insured. (Applies to the Owner Policy only.)*
- K 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.)
- M 5. *Standby fees, taxes and assessments by any taxing authority for the year 1998 and subsequent years, and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership.*
- P 6. *The terms and conditions of the documents creating your interest in the land.*
- Q 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 binder is issued.)*
- R 8. *Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage.*
-

SCHEDULE B (continued)

(Applies to Mortgagee Policy only.)

- U 9. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception.):
 - AK 10. Rights of tenants in possession, as tenants only, under unrecorded lease agreements.
 - AL 11. Any portion of the property described herein within the limits or boundaries of any public or private roadway and/or highway.
 - AM 12. Twenty five foot building setback line over the Southeast of subject property, as shown on the plat recorded in Volume 82005, Page 2784, Map Records, Dallas County, Texas.
 - AN 13. Fifteen foot drainage and utility easement over the Southeast of subject property, as shown on plat recorded in Volume 82005, Page 2784, Map Records, Dallas County, Texas.
 - AO 14. Terms, conditions, easements, assessments and liens securing assessments for Quorum North, as set out in covenants and restrictions recorded in Volume 80005, Page 3073, Deed Records, Dallas County, Texas, however, said lien is expressly made subordinate to the lien of any first mortgage on subject premises.
 - AP 15. Easement granted by Iona Developers, a Texas partnership to owners and future owners, dated May 31, 1984, filed for record on December 10, 1984 and recorded in Volume 84240, Page 3653, Deed Records, Dallas County, Texas.
 - AQ 16. Terms, provisions, conditions, easements and assessments contained in Agreement For Street And Median Landscaping And Irrigation executed by and between Town of Addison, Texas and Quorum North Protective Corporation, dated July 1, 1995, filed for record on July 11, 1996 and recorded in Volume 96136, Page 92, Deed Records, Dallas County, Texas.
-

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:

- z 1. Documents creating your title or interest must be approved by us and must be signed, notarized and filed for record.
 - AA 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.
 - AB 3. You must pay the seller or borrower the agreed amount for your property or interest.
 - AC 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.
 - AR 5. We must be furnished evidence that all past due assessments and charges of Quorum North Protective Corporation, a Texas non-profit corporation have been paid.
 - AS 6. We must be furnished with a Corporate Resolution by the Board of Directors of Town of Addison authorizing the current transaction, naming the officers authorized to execute the necessary instrument(s).
 - AT 7. Except in an exempt transaction, the Company must be furnished with seller's social security number or tax identification number and all other information necessary to complete IRS Form 1099B.
-

SCHEDULE D

1. Disclosure of CHICAGO TITLE INSURANCE COMPANY, a Missouri Corporation
 - a. The following is a listing of each shareholder owning or controlling, directly or indirectly, ten percent (10%), or more of the shares of CHICAGO TITLE INSURANCE COMPANY:
CHICAGO TITLE AND TRUST COMPANY, an Illinois Corporation
 - b. The directors of CHICAGO TITLE INSURANCE COMPANY
MR. ALVIN G. BEHNKE, President, First Interstate Mortgage Co. of Illinois, Chicago, IL
MR. JOHN J. BURNS, Jr., President, Alleghany Corporation, New York, NY
MR. PETER H. DAILEY, Dailey Group International, Reno, NV
MR. ALAN P. KIRBY, President, Liberty Square, Inc., Mendham, NJ
MR. ANTHONY B. KUKLIN, Paul, Weiss, Rifkind, Wharton, & Garrison, New York, NY
MS. M. LEANNE LACHMAN, Managing Director Schroder Real Estate Associates, New York, NY
MR. DANA G. LEAVITT, President, Leavitt Management Company, San Francisco, CA
MR. LAWRENCE F. LEVY, Chairman of the Board, Levy Organization, Chicago, IL
MR. EARL L. NEAL, Earl Neal & Associates, Chicago, IL
MR. RICHARD L. POLLAY, Pres. and Chief Operating Officer, Chicago Title Ins. Co., Chicago, IL
MR. WALTER D. SCOTT, Kellog School of Management at Northwestern University, Northfield, Chicago, IL
MR. RICHARD P. TOFT, Chairman and CEO, Chicago Title Insurance Co. and
President, Chicago Title and Trust Company, Chicago, IL
 - c. The names of the Chairman and Chief Executive Officer: RICHARD P. TOFT
President and Chief Operating Officer: RICHARD L. POLLAY
Secretary: THOMAS J. ADAMS
Treasurer: GILBERT J. TOURETZ

2. "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:

Owners Policy	\$
Mortgagee Policy	\$
Endorsement Charges	\$
Total	\$

Of this total amount: 100% (or*) will be paid to the policy issuing Title Insurance Company; N/A (or*) will be retained by the issuing Title Insurance Agent; and the remainder of the estimated premium will be paid to other parties as follows:

AMOUNT	TO WHOM	FOR SERVICES
N/A	N/A	N/A

"*The estimated premium is based upon the information furnished to 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."

DELETION OF ARBITRATION PROVISION
(Not applicable to the Texas Residential Owner Policy)

ARBITRATION is a common form of alternative dispute resolution. It can be a quicker and cheaper means to settle a dispute with your Title Insurance Company. However, if you agree to arbitrate, you give up your right to take the Title Company to court and your rights to discovery of evidence may be limited in the arbitration process. In addition, you cannot usually appeal an arbitrator's award.

Your policy contains an arbitration provision (shown below). It allows you or the Company to require arbitration if the amount of insurance is \$1,000,000 or less. If you want to retain your right to sue the company in case of a dispute over a claim, you must request deletion of the arbitration provision before the policy is issued. You can do this by signing this form and returning it to the Company at or before the closing of your real estate transaction or by writing to the Company.

The Arbitration provision in the Policy is as follows:

"Unless prohibited by applicable law or unless this arbitration section is deleted by specific provision in Schedule B of this policy, either the Company or the Insured may be deemed arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this Policy, and service of the Company in connection with its issuance or the breach of a policy provision or other obligation. All arbitrable matters when the Amount of Insurance is \$1,000,000 or less SHALL BE arbitrated at the request of either the Company or the Insured, unless the insured is an individual person (as distinguished from a corporation, trust, partnership, association or other legal entity). All arbitrable matters when the Amount of Insurance is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this Policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the Insured, the rules in effect at the Date of Policy shall be binding upon the parties. The award may include attorney's fees only if the laws of the state in which the land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request."

I request deletion of the Arbitration provision.

Date

Date

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 Conditions 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 Chicago Title Insurance Company at 1-800-442-4303 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. On the Owner Policy, you must pay an additional premium for the amendment. If the survey is acceptable to the Company, 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.

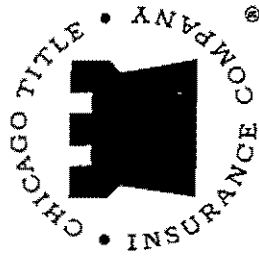
-Allow the Company to add an exception to "rights of parties in possession." If you refuse this exception, the Company or the title insurance agent may inspect the property. The Company may except to and not insure you against the rights of specific persons, such as renters, adverse owners or easement 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.

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, and Exclusions.

COMMITMENT
FOR
TITLE
INSURANCE



FOR INFORMATION, OR
TO MAKE A COMPLAINT,

CALL:

1-800-442-4303

CHICAGO TITLE INSURANCE COMPANY
P.O. BOX 740248
DALLAS, TEXAS 75374-0248

IMPORTANT NOTICE

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

1-800-442-4303

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) 475-1771

AVISO IMPORTANTE

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

1-800-442-4303

TAMBIEN PUEDE COMUNICARSE CON EL DEPARTAMENTO DE SEGUROS DE TEXAS AL

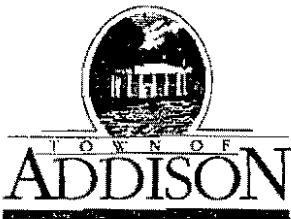
1-800-252-3439

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) 475-1771



Public Works / Engineering

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

LETTER OF TRANSMITTAL

DATE	5-6-98	JOB NO.	
ATTENTION			
RE:	Arapaho Rd		
	Exchange Agreement		

TO Scottie Breaux-Corner
Carr America
14901 Quorum Dr.

GENTLEMAN:

WE ARE SENDING YOU

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

COPIES	DATE	NO.	DESCRIPTION
3			Parcel Map & Land Description for Parcel 6-2
3			Ditto, parcels 6-1-R and 7-R

THESE ARE TRANSMITTED as checked below:

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

REMARKS

These have been revised as per Title Co.

Request.

Called Hardy Thompson & gave
status update 5-6-98

COPY TO

anna [signature]

SIGNED:

Jim Peace



LETTER OF TRANSMITTAL

Public Works / Engineering

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

DATE	4-22-98	JOB NO.
ATTENTION		
RE:	Arapaho Road Property Exchange	

TO Scottie Breault-Comer
Carr America

GENTLEMAN:

WE ARE SENDING YOU

- Shop Drawings
- Copy of letter

Attached

Prints

Change order

Under separate cover via _____ the following items:

Plans Samples Specifications

COPIES	DATE	NO.	DESCRIPTION
1			Resolution of City Council authorizing the City Manager to proceed with Exchange of Land

THESE ARE TRANSMITTED as checked below:

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

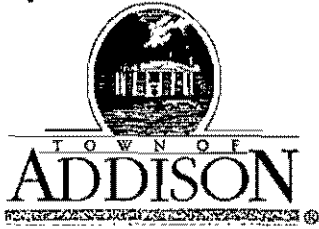
REMARKS

Our attorney, Hardy Thompson, is
in the process of contacting the lender's attorney
to modify the surveying requirements

COPY TO _____

SIGNED: Jim Fin

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



Post Office Box 9010

Addison, Texas 75001-9010

5300 Belt Line Road

(972) 450-7000

FAX (972) 450-7043

TO WHOM IT MAY CONCERN

Please be advised that the attached document is a true and correct copy of Resolution R97-096, duly passed by the Addison City Council on the 28th day of October, 1997.

Duly certified by Carmen Moran, City Secretary for the Town of Addison on the 21st day of April, 1998.



City Secretary

ATTEST:

SEAL

RESOLUTION NO. R97-096

A RESOLUTION BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS, AUTHORIZING THE CITY MANAGER TO PROCEED WITH THE EXCHANGE OF LAND FOR STREET RIGHT-OF-WAY PURPOSES LOCATED ALONG ARAPAHO ROAD AND SPECTRUM DRIVE. THE TOWN REQUIRES TWO TRACTS OF .003 ACRES AND .033 ACRES RESPECTIVELY, AND IN EXCHANGE, WILL CONVEY ONE TRACT OF LAND .1592 ACRES, OWNED BY THE TOWN , TO CARRAMERICA REALTY, L.P., AND TAKE APPROPRIATE ACTION.

WHEREAS, the construction of the expansion and realignment of Arapaho Road is a vital public works project that is necessary to relieve congestion off of Belt Line Road; and

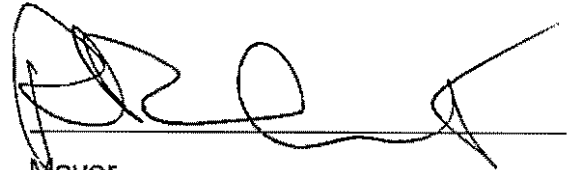
WHEREAS, the construction of the new Arapaho Road will require acquisition of right-of-way at the intersection of Spectrum Drive and Arapaho Road; and

WHEREAS, the Town desires to exchange property it no longer needs in exchange for needed right-of-way for the construction of the new Spectrum Drive and Arapaho Road intersection; now, therefore,

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

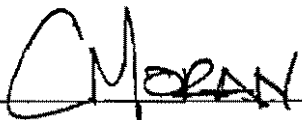
THAT, the City Council does hereby authorize the City Manager to proceed with the exchange of land for street right-of-way purposes located along Arapaho Road and Spectrum Drive. The Town requires two tracts of .003 acres and .033 acres respectively, and in exchange, will convey one tract of land .1592 acres, owned by the Town, to CarrAmerica Realty, L.P., and take appropriate action.

DULY PASSED BY THE CITY COUNCIL OF THE TOWN OF ADDISON,
TEXAS, this the 28th day of October, 1997.



Mayor

ATTEST:



City Secretary

TOWN OF
ADDISON

PUBLIC WORKS

To: Ken Roberts

From: James C. Pierce, Jr., P.E., DEE
Assistant City Engineer
Phone: 972/450-2879
FAX: 972/450-2837

Company: Huett Zellers

FAX #: 214-871-0757

Date: 4-16-97

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

of pages (including cover): 17

Re: Arapaho Rd - Parcel 6-2

Original in mail Per your request FYI Call me

Comments: Please see the attached
request from Chicago Title
regarding Parcel 6-2 (They
call it Tract 11)

Eric Yahouty got a copy
of this letter but I'm sending
you this so you can follow-up
with him.

As you know we need to
close this property exchange ASAP
or construction could be delayed.

Please give this your personal
attention

Jim

CHICAGO TITLE INSURANCE COMPANY

DALLAS DIRECT OPERATIONS
350 NORTH ST. PAUL, SUITE 250, MAIN OFFICE, DALLAS, TEXAS 75201
(214) 720-4000 DIRECT (214) 965-1664 FAX (214) 720-1047
E-Mail: JohnsonSu@ctt.com Website: www.ctcdallas.com



SUE JACKSON JOHNSON
ASSISTANT VICE PRESIDENT
Commercial Escrow Officer

April 13, 1998

Scottie Breault-Comer
CarrAmerica Realty, L.P.
14901 Quorum Drive
Suite 100
Dallas, Texas 75240

Jim Peirce
Town of Addison
5300 Belt Line Road
Addison, Texas 75240

**RE: Our GF# 98-M-492605-SEJ
Two tracts in the McLean Tract Addition, Addison, Texas**

Dear Scottie and Jim:

Enclosed please find our revised Commitment for Title Insurance based on review of the surveys.

By copy of this letter, we are asking the surveyor to correct or reconcile the following items:

TRACT I

- 1) Please add certification and certify to Town of Addison, Carramerica Realty, L.P. and Chicago Title Insurance Company;
- 2) All improvements must be shown and certified to;
- 3) All Schedule B items must be shown and labeled or if cannot be shown, then noted.

TRACT II

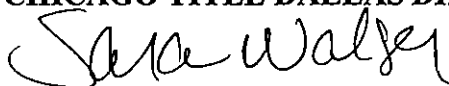
- 4) Please add certification and certify to Town of Addison, Carramerica Realty, L.P. and Chicago Title Insurance Company;
- 5) All improvements must be shown and certified to;
- 6) All Schedule B items must be shown and labeled or if cannot be shown, then noted.

Survey review letter
April 13, 1998
page two

Should you have any questions or need anything further at this time, please do not hesitate to call either Sue Johnson or myself.

Sincerely,

CHICAGO TITLE DALLAS DIRECT

A handwritten signature in cursive script that reads "Sara Walser".

Sara Walser
Assistant to Sue Jackson Johnson
Assistant Vice President

/sw
encl.

cc: Steve Wilson, Esq. (w/encl)
Ronald V. Conway (w/encl) (Tract 1 surveyor)
Eric Yahoudy (w/encl) (Tract 2 surveyor)

Issued: April 13, 1998
Effective: February 23, 1998

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.

COMMITMENT FOR TITLE INSURANCE

ISSUED BY

CHICAGO TITLE INSURANCE COMPANY

We, Chicago 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.

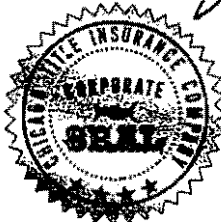
This Commitment ends ninety (90) days from the effective date, unless the Policy is issued sooner, or failure to issue the Policy is our fault. Our liability and obligations to you are under the express terms of this Commitment and end when this Commitment expires.

TWO TRACTS IN THE MCLEAN TRACT ADDITION, ADDISON, TEXAS

Chicago Title Insurance Company
350 N. St. Paul, Suite 250
Dallas, Texas 75201
(214) 720-4000
(214) 720-1047 FAX
Attn: Sue Jackson Johnson

CHICAGO TITLE INSURANCE COMPANY

Sue Jackson Johnson
Authorized Signatory



Richard J. Polley
President.

Thomas J. Adams
Secretary.

SCHEDULE A

Commitment Effective Date: February 23, 1998

1. The policy or policies to be issued are:

- (a) Form T-1: OWNER POLICY OF TITLE INSURANCE (Not applicable for improved one-to-four family residential real estate)

Policy Amount: \$0.00

Proposed Insured:

Town of Addison

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

Policy Amount:

Proposed Insured:

- (c) Form T-2: MORTGAGEE POLICY OF TITLE INSURANCE

Policy Amount: \$0.00

Proposed Insured:

Proposed Borrower:

- (d) Form T-13: MORTGAGEE TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN

Binder Amount:

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:

CarrAmerica Realty, L.P., a Delaware limited partnership

4. Legal description of land:

SEE ATTACHED DESCRIPTION

DESCRIPTION

Tract 1:

Being a parcel of land for right-of-way located in the Town of Addison, Texas and in the G. W. Fisher Survey, Abstract No. 482, Dallas County, Texas and being out the McLean Tract Addition to the Town of Addison, and being over, under and across a 2.863 acre tract of land conveyed to CarrAmerica Realty, L.P., a Delaware limited partnership, in Volume 97055, Page 3445 of the Deed Records of Dallas County, Texas, said right-of-way being more particularly described as follows:

BEGINNING at an iron pin found at the northwest corner of said CarrAmerica tract, said iron pin also being in the east right-of-way line of Quorum Drive, (an 80 foot right-of-way);

THENCE North 89 degrees 48 minutes 50 seconds East along the north line of said CarrAmerica tract, 13.28 feet to an iron pin found and continuing for a total distance of 28.94 feet to an iron pin found for a corner;

THENCE South 57 degrees 47 minutes 27 seconds West, a distance of 22.34 feet to an iron pin for a corner;

THENCE South 0 degrees 11 minutes 10 seconds East, a distance of 128.72 feet to an iron pin, said iron pin being to a point of curvature of a curve to the right, said curve having a radius of 470.00 feet, a central angle of 18 degrees 40 minutes 21 seconds, a tangent distance of 77.27 feet and a chord bearing of South 9 degrees 08 minutes 59 seconds West, a distance of 152.49 feet;

THENCE along said curve to the right, a distance of 153.17 feet to an iron pin, said iron pin being the point for a reverse curve to the left, said curve to the left having a radius of 100.00 feet, a central angle of 18 degrees 40 minutes 21 seconds, a tangent distance of 16.44 feet and a chord bearing of South 9 degrees 08 minutes 59 seconds West, a distance of 32.45 feet;

THENCE along said curve to the left, distance of 32.59 feet to an iron pin, said iron pin being a point of tangency;

THENCE South 0 degrees 11 minutes 10 seconds East, a distance of 37.04 feet to an iron pin for a corner, said corner being North 89 degrees 50 minutes 06 seconds West, 355.00 feet and North 44 degrees 50 minutes 06 seconds West, 7.11 feet from the most easterly southeast corner of said CarrAmerica tract as evidenced by an X found cut in a concrete sidewalk;

THENCE North 44 degrees 50 minutes 06 seconds West, along the south line of said CarrAmerica tract and along a corner clip at the northeast corner of Arapaho Road, (a 60 foot right-of-way) and Quorum Drive, (an 80 foot right-of-way), for a distance of 14.23 feet to an X found cut in a concrete sidewalk for a corner;

THENCE North 0 degrees 11 minutes 10 seconds West, along the west line of said CarrAmerica tract and along the east right-of-way line of said Quorum Drive, for a distance of 26.92 feet to an iron pin found, said iron pin being a point of curvature of a curve to the right, said curve to the right having a radius of 110.00 feet, a central angle of 18 degrees 40 minutes 21 seconds, a tangent distance of 18.08 feet

DESCRIPTION

and a chord bearing of North 9 degrees 08 minutes 59 seconds East a distance of 35.69 feet;

THENCE along said curve to the right, for a distance of 35.85 feet to an iron pin found, said iron pin being a point for a reverse curve to the left, said curve to the left having a radius of 460.00 feet, a central angle of 18 degrees 40 minutes 21 seconds, a tangent of 75.63 feet and a chord bearing of North 9 degrees 08 minutes 59 seconds East, a distance of 149.25 feet;

THENCE along said curve to the left, for a distance of 149.91 feet to the point of tangency;

THENCE North 0 degrees 11 minutes 10 seconds West, along the west line of said CarrAmerica tract and along the east right-of-way line of said Quorum Drive, a distance of 140.57 feet to the POINT OF BEGINNING and containing 3695.33 square feet of land.

NOTE: COMPANY DOES NOT REPRESENT THAT THE ABOVE ACREAGE AND/OR SQUARE FOOTAGE CALCULATIONS ARE CORRECT.

Tract 2:

BEING 0.033 of an acre tract of land situated in the G. W. Fisher Survey, Abstract No. 482, Town of Addison, Dallas County, Texas and being a portion of that tract of land described in instrument to Carramerica Realty, L.P. as recorded in Volume 97055, Page 3445 of the Deed Records of Dallas County, Texas and being a part of McLean Tract, an addition to the Town of Addison, Texas as recorded in Volume 82005, Page 2784 of the Deed and Map Records, Dallas County, Texas and being more particularly described as follows:

COMMENCING at a cut "X" found in concrete at the southeast corner of the Carramerica Realty, L.P. (Carramerica) tract, said point being at the intersection of the westerly right-of-way line of Spectrum Drive (80 foot wide right-of-way) with the northerly right-of-way line of Arapaho Road (60 foot wide right-of-way);

THENCE North 00 degrees 11 minutes 10 seconds West along the easterly line of said Carramerica tract and westerly right-of-way line of Spectrum Drive a distance of 154.66 feet to a cut "X" found in concrete for the POINT OF BEGINNING of this tract;

(1) THENCE North 00 degrees 11 minutes 10 seconds West a distance of 139.90 feet to a cut "X" set in concrete for a corner on the northeasterly line of said Carramerica tract;

(2) THENCE South 60 degrees 11 minutes 10 seconds East along the northeasterly line of said Carramerica tract a distance of 34.09 feet to a cut "X" found in concrete for the northeasterly corner of said Carramerica tract, said point being the beginning of a non-tangent curve to the left, having a central angle of 27 degrees 01 minutes 16 seconds, a radius of 270.42 feet, and being subtended by a 126.35 foot chord bearing South 13 degrees 19 minutes 28 seconds West;

DESCRIPTION

(3) THENCE Southerly along said curve to the left and westerly right-of-way line of Spectrum Drive an arc distance of 127.53 feet to the POINT OF BEGINNING, CONTAINING 0.033 of an acre of land, more or less.

NOTE: COMPANY DOES NOT REPRESENT THAT THE ABOVE ACREAGE AND/OR SQUARE FOOTAGE CALCULATIONS ARE CORRECT.

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:

- B 1. The following restrictive covenants of record itemized below (We must either insert specific recording data or delete this exception.):

Volume 80005, Page 3073, Volume 84201, Page 1770 and Volume 96136, Page 92, Deed Records, Dallas County, Texas, but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status or national origin.
 - F 2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments, or protrusions, or any overlapping of improvements.
 - I 3. Homestead or community property or survivorship rights, if any, of any spouse of any insured. (Applies to the Owner Policy only.)
 - K 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.)
 - M 5. Standby fees, taxes and assessments by any taxing authority for the year 1998 and subsequent years, and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership.
 - P 6. The terms and conditions of the documents creating your interest in the land.
 - O 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 binder is issued.)
 - R 8. Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage.
-

SCHEDULE B (continued)

(Applies to Mortgagee Policy only.)

- U 9. *The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception.):*
 - AK 10. Rights of tenants in possession, as tenants only, under unrecorded lease agreements.
 - AL 11. Terms, conditions, easements, assessments and liens securing assessments for Quorum North, as set out in covenants and restrictions recorded in Volume 80005, Page 3073, Deed Records, Dallas County, Texas, however, said lien is expressly made subordinate to the lien of any first mortgage on subject premises.
 - AM 12. Twenty five foot building setback line over and across subject property, as shown on the plat recorded in Volume 82005, Page 2784, Map Records, Dallas County, Texas. (Tract 2)
 - AN 13. Fifteen foot drainage and utility easement over and across subject property, as shown on plat recorded in Volume 82005, Page 2784, Map Records, Dallas County, Texas. (Tracts 1 & 2)
 - AO 14. Subject tract lies within 15 foot building setback line as shown on plat recorded in Volume 82005, Page 2784, Map Records, Dallas County, Texas. (Tract 1)
 - AP 15. Any portion of the property described herein within the limits or boundaries of any public or private roadway and/or highway.
 - AQ 16. Terms, provisions, conditions, easements and assessments contained in Agreement For Street And Median Landscaping And Irrigation executed by and between Town of Addison, Texas and Quorum North Protective Corporation, dated July 1, 1995, filed for record on July 11, 1996 and recorded in Volume 96136, Page 92, Deed Records, Dallas County, Texas.
-

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:

- Z 1. Documents creating your title or interest must be approved by us and must be signed, notarized and filed for record.
 - AA 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.
 - AB 3. You must pay the seller or borrower the agreed amount for your property or interest.
 - AC 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.
 - AR 5. Deed of Trust executed by Natron Limited Partnership, a Nevada limited partnership to Robert E. Wilson, Trustee, dated November 15, 1996, filed for record on November 15, 1996 and recorded in Volume 96225, Page 4195, Deed of Trust Records, Dallas County, Texas, to secure the payment of one note of even date therewith in the original principal sum of \$6,750,000.00, payable to Manufacturers Life Insurance Company (U.S.A.), a Michigan corporation, and subject to all of the terms, conditions and stipulations contained therein, including but not limited to any future indebtedness also secured by this lien.
 - AS Additionally secured by assignment of leases and rents, recorded in Volume 96225, Page 4237, Deed Records, Dallas County, Texas.
 - AT Assumption, Modification and Consent Agreement executed by and between CarrAmerica Realty, L.P., a Delaware limited partnership ("Purchaser"), Natron Limited Partnership, a Nevada limited partnership ("Seller"), and The Manufacturers Life Insurance Company (U.S.A.), a Michigan corporation ("Lender"), dated February 3, 1997 and recorded in Volume 97026, Page 01386, Deed Records, Dallas County, Texas
 - AU 6. UCC-1 Financing Statement, filed for record on November 15, 1996,
-

SCHEDULE C (continued)

recorded in Volume 96225, Page 4256, Deed of Trust Records, Dallas County, Texas, given by Natron Limited Partnership, as owner/debtor, granting unto The Manufacturers Life Insurance Company, (U.S.A.), as creditor and secured party, a security interest in the subject property.

- AV 7. UCC-1 Financing Statement, filed for record on February 4, 1997, recorded in Volume 97023, Page 7838, Deed of Trust Records, Dallas County, Texas, given by Carramerica Realty, L.P., as owner/debtor, granting unto The Manufacturers Life Insurance Company, (U.S.A.), as creditor and secured party, a security interest in the subject property.
- AW 8. We must be furnished evidence that all past due assessments and charges of Quorum North Protective Corporation, a Texas non-profit corporation have been paid.
- AX 9. CarrAmerica Realty, L.P., is a Delaware limited partnership. Secure the following and return to the examination department for review and possible additional requirements:
- A) A copy of the executed partnership agreement and all amendments thereto for examination and approval.
 - B) Certificate from the Secretary of State of Delaware showing that said limited partnership has been properly registered.
 - C) Properly executed instruments from all of the general partners authorized to execute same as provided in the partnership agreement.
- AY 10. Except in an exempt transaction, the Company must be furnished with seller's social security number or tax identification number and all other information necessary to complete IRS Form 1099B.
-

SCHEDULE D

1. Disclosure of CHICAGO TITLE INSURANCE COMPANY, a Missouri Corporation
 - a. The following is a listing of each shareholder owning or controlling, directly or indirectly, ten percent (10%), or more of the shares of CHICAGO TITLE INSURANCE COMPANY:
CHICAGO TITLE AND TRUST COMPANY, an Illinois Corporation
 - b. The directors of CHICAGO TITLE INSURANCE COMPANY
MR. ALVIN G. BEHNKE, President, First Interstate Mortgage Co. of Illinois, Chicago, IL
MR. JOHN J. BURNS, Jr., President, Alleghany Corporation, New York, NY
MR. PETER H. DAILEY, Dailey Group International, Reno, NV
MR. ALAN P. KIRBY, President, Liberty Square, Inc., Mendham, NJ
MR. ANTHONY B. KUKLIN, Paul, Weiss, Rifkind, Wharton, & Garrison, New York, NY
MS. M. LEANNE LACHMAN, Managing Director Schroder Real Estate Associates, New York, NY
MR. DANA G. LEAVITT, President, Leavitt Management Company, San Francisco, CA
MR. LAWRENCE F. LEVY, Chairman of the Board, Levy Organization, Chicago, IL
MR. EARL L. NEAL, Earl Neal & Associates, Chicago, IL
MR. RICHARD L. POLLAY, Pres. and Chief Operating Officer, Chicago Title Ins. Co., Chicago, IL
MR. WALTER D. SCOTT, Kellogg School of Management at Northwestern University, Northfield, Chicago, IL
MR. RICHARD P. TOFT, Chairman and CEO, Chicago Title Insurance Co. and
President, Chicago Title and Trust Company, Chicago, IL
 - c. The names of the Chairman and Chief Executive Officer: RICHARD P. TOFT
President and Chief Operating Officer: RICHARD L. POLLAY
Secretary: THOMAS J. ADAMS
Treasurer: GILBERT J. TOURETZ

- AI
2. "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:

Owners Policy	\$
Mortgagee Policy	\$
Endorsement Charges	\$
Total	\$

Of this total amount: 100%(or%) will be paid to the policy issuing Title Insurance Company; N/A(or%) will be retained by the issuing Title Insurance Agent; and the remainder of the estimated premium will be paid to other parties as follows:

AMOUNT	TO WHOM	FOR SERVICES
N/A	N/A	N/A

"*The estimated premium is based upon the information furnished to 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."

DELETION OF ARBITRATION PROVISION
(Not applicable to the Texas Residential Owner Policy)

ARBITRATION is a common form of alternative dispute resolution. It can be a quicker and cheaper means to settle a dispute with your Title Insurance Company. However, if you agree to arbitrate, you give up your right to take the Title Company to court and your rights to discovery of evidence may be limited in the arbitration process. In addition, you cannot usually appeal an arbitrator's award.

Your policy contains an arbitration provision (shown below). It allows you or the Company to require arbitration if the amount of insurance is \$1,000,000 or less. If you want to retain your right to sue the company in case of a dispute over a claim, you must request deletion of the arbitration provision before the policy is issued. You can do this by signing this form and returning it to the Company at or before the closing of your real estate transaction or by writing to the Company.

The Arbitration provision in the Policy is as follows:

"Unless prohibited by applicable law or unless this arbitration section is deleted by specific provision in Schedule B of this policy, either the Company or the Insured may be deemed arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this Policy, and service of the Company in connection with its issuance or the breach of a policy provision or other obligation. All arbitrable matters when the Amount of Insurance is \$1,000,000 or less SHALL BE arbitrated at the request of either the Company or the Insured, unless the insured is an individual person (as distinguished from a corporation, trust, partnership, association or other legal entity). All arbitrable matters when the Amount of Insurance is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this Policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the Insured, the rules in effect at the Date of Policy shall be binding upon the parties. The award may include attorney's fees only if the laws of the state in which the land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request."

I request deletion of the Arbitration provision.

Date

Date

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 Conditions 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 Chicago Title Insurance Company at 1-800-442-4303 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. On the Owner Policy, you must pay an additional premium for the amendment. If the survey is acceptable to the Company, 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.

-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.

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, and Exclusions.

COMMITMENT
FOR
TITLE
INSURANCE



FOR INFORMATION, OR
TO MAKE A COMPLAINT.

CALL:

1-800-442-4303

CHICAGO TITLE INSURANCE COMPANY
P.O. BOX 740248
DALLAS, TEXAS 75374-0248

IMPORTANT NOTICE

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

1-800-442-4303

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) 475-1771

A VISO IMPORTANTE

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

1-800-442-4303

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) 475-1771

4-15-98

Mike Knox / Carr America -

Irrigation Contractors:

Precision Landscape

Dennis Birdsong

972-241-3789

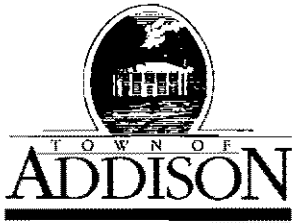
Send Copies of Drawings

Michael D. Knox
Lead Engineer

CarrAmerica.

CarrAmerica Realty Corporation
14901 Quorum Drive, Suite 100
Dallas, Texas 75240
Phone 972.404.2200 Fax 972.404.2201

Call Post Office re address change @
Carr America



LETTER OF TRANSMITTAL

Public Works / Engineering

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

DATE	4-16-98	JOB NO.
ATTENTION		
RE:	Arapaho Rd. Realignment	

TO Mike Knox
Lead Engineer
Carr America

GENTLEMAN:

WE ARE SENDING YOU

- Shop Drawings
- Copy of letter
- Attached
- Prints
- Change order

Under separate cover via _____ the following items:

- Plans
- Samples
- Specifications
- _____

COPIES	DATE	NO.	DESCRIPTION
1			Construction Sequencing Plan Sheets CS-1, CS-2, UCS-3, CS-5, CS-6 CS-7

THESE ARE TRANSMITTED as checked below:

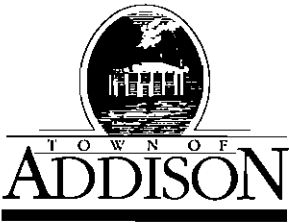
- For approval
- For your use
- As requested
- For review and comment
- FOR BIDS DUE _____ 19____
- Approved as submitted
- Approved as noted
- Returned for corrections
- _____
- Resubmit _____ copies for approval
- Submit _____ copies for distribution
- Return _____ corrected prints
- PRINTS RETURNED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

REMARKS Please call me @ 972-450-2879
if you have any questions

COPY TO _____

SIGNED: Jim Peice

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



LETTER OF TRANSMITTAL

Public Works / Engineering

16801 Westgrove • P.O. Box 144

Addison, Texas 75001

Telephone: (214) 450-2871 • Fax: (214) 931-6643

TO Hardy Thompson

DATE	<u>4-15-98</u>	JOB NO.	
ATTENTION			
RE:	<u>Arapaho Rd</u>		
	<u>CarriAmerica</u>		

GENTLEMAN:

WE ARE SENDING YOU

Shop Drawings

Copy of letter

Attached

Prints

Change order

Under separate cover via _____ the following items:

Plans

Samples

Specifications

COPIES	DATE	NO.	DESCRIPTION
<u>1</u>	<u>4/13/98</u>		<u>Letter from Chicago Title re</u>
			<u>4502.78 ft² Tract</u>
<u>1</u>	<u>4/13/98</u>		<u>Ditto Two Tracts</u>

THESE ARE TRANSMITTED as checked below:

For approval

Approved as submitted

Resubmit _____ copies for approval

For your use

Approved as noted

Submit _____ copies for distribution

As requested

Returned for corrections

Return _____ corrected prints

For review and comment

FOR BIDS DUE _____ 19____

PRINTS RETURNED AFTER LOAN TO US

REMARKS

The latest on CarriAmerica -

Please give me a call about this

Thanks

972-450-2879

COPY TO _____

SIGNED: _____

Jim Lane

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

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

8333 Douglas Avenue, #820

Dallas, Texas 75225-5816

Fax (214) 361-0204

Phone (214) 361-7900

FAX TRANSMISSION COVER SHEET

Fax Number: 972-450-2837

From: John W. Birkhoff, P.E.

Number of Pages Transmitted (including this one)

29

Date: April 15, 1998

To: **Mr. Jim Pierce, P.E.**

CartAmerica info

Carr America

4/2/98

Talked to Chris Hendrix -
still need a statement from the
lender's attorney, Chris will
call & "push" today.

3-26-98
Scottie.

Tues next
week

Steven Wilson rep.

Manual Life

Sender -

Call in to Manual Life

Release line

Get new line on
remainder

Chicago Title has

Prepared deeds

Chris Hendrix - /Car America

972-404-2213

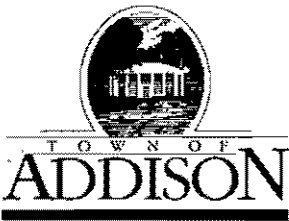
direct line

Gerald Dunn
Chicago Title



HOTEL ADOLPHUS
A NOBLE HOUSE HOTEL
1321 COMMERCE, DALLAS, TEXAS 75202
(214) 742-8200

telephoned
above to
Hardy
Thompson



Ext 216

LETTER OF TRANSMITTAL

Public Works / Engineering

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

TO Carr America
14901 Quorum

DATE <u>3-20-98</u>	JOB NO.
ATTENTION <u>Scottie Breault</u>	
RE:	
	<u>Arapaho Road</u>
	<u>Exchange Agreement</u>

GENTLEMAN:

WE ARE SENDING YOU

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

COPIES	DATE	NO.	DESCRIPTION
<u>3</u>			<u>Revised Exchange Agreement</u>
<u>1</u>			<u>Revised Exchange Agreement highlighted to show changes</u>

THESE ARE TRANSMITTED as checked below:

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

REMARKS Scottie - your attention to this

matter is appreciated

3-26 - Scottie has finally reached lender's attorney after about 25 calls. He will complete his work this P.M. Scottie wants to wrap up before noon tomorrow. She will be gone all next week.

COPY TO _____

SIGNED: Jim Pierce

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

COWLES & THOMPSON

A PROFESSIONAL CORPORATION

ATTORNEYS AT LAW

801 MAIN STREET, SUITE 4000
DALLAS, TEXAS 75202-3783

TELEPHONE (214) 672-2000

METRO (972) 283-0006

FAX (214) 672-2020

CHARLES SORRELLS
(1925-1982)

114 E. LOUISIANA ST., SUITE 200
MCKINNEY, TEXAS 75069-4463
TELEPHONE (972) 642-6000

100 W. ADAMS AVE., SUITE 321
P.O. BOX 786
TEMPLE, TEXAS 76603-0786
TELEPHONE (264) 771-2600

ONE AMERICAN CENTER, SUITE 777
808 E.S.E. LOOP 323
TYLER, TEXAS 76701-8684
TELEPHONE (803) 678-7600

HARDY E. THOMPSON, III
(214) 672-2103
HETHOMP@CTPC.LAW.COM

March 18, 1998

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

Re: Arapaho Road; Property Exchange With CarrAmerica Realty, L.P.

Dear Jim:

Enclosed is the revised version of the Exchange Agreement you asked me for this morning. I have revised it to incorporate the Town's agreement to pay the cost of Title Insurance for the tract going to CarrAmerica.

As we discussed, I am preparing the deeds on the information you received that CarrAmerica's lender's counsel is to have its work completed by Friday. I will hold the draft deeds until we get the Exchange Agreement signed and we are ready to then submit the deeds for review.

Sincerely,


Hardy E. Thompson, III

HET/mj
Enclosure

THIS IS THE FORM OF EXCHANGE
AGREEMENT TO BE USED. WE CAUGHT
THE OTHER ONE BEFORE IT WAS MAILED.

H.E.T.

Optim
3-20-98

EXCHANGE AGREEMENT

This Exchange Agreement is entered into by CarrAmerica Realty, L.P. ("CarrAmerica") and the Town of Addison ("Addison").

WHEREAS, CarrAmerica is the owner of a tract of real property containing 0.0848 acres (3695.33 square feet) and a tract of real property containing 0.033 acres (1437.48 square feet), both tracts of land located in Dallas County, Texas, and more particularly described below; and

WHEREAS, Addison is the owner of a tract of real property containing 0.1034 acres (4502.78 square feet) of land located in Dallas County, Texas, and more particularly described below; and

WHEREAS, the parties agree that it is in the best interest of each of them to exchange such tracts, each conveying to the other, as described below;

NOW, THEREFORE, in consideration of the conveyances, each to the other, and the mutual promises and considerations described herein, the parties agree as follows:

1. CarrAmerica agrees to sell and convey by Special Warranty Deed to Addison all right, title and interest in and to those certain tracts of real property situated in the G.W. Fisher Survey, Abstract No. 482, Town of Addison, Dallas County, Texas, and consisting of 0.0848 acres and 0.033 acres of land, more particularly described as Parcels 6-1-R and 6-2 on the maps attached hereto as Exhibit I and II, and more particularly described in Exhibits III and IV, which are attached hereto and incorporated herein. CarrAmerica agrees that at the time of Closing, Parcels 6-1R and 6-2, described above, and in Exhibits III and IV, shall be free and clear of all liens and encumbrances excepting only permitted encumbrances consented to by Addison in writing prior to Closing.

2. Addison agrees to sell and convey by Special Warranty Deed to CarrAmerica all right title and interest in and to that certain tract of real property situated in the G.W. Fisher Survey, Abstract No. 482, Town of Addison, Dallas County, Texas, and consisting of 0.1034 acres of land, more particularly identified as Parcel 7-R, on the Map attached hereto as Exhibit V, and more particularly described in Exhibit VI which is attached hereto and incorporated herein.

3. Closing shall occur at Chicago Title Company, 350 North St. Paul, Suite 250, Dallas, Texas 75201, attention Ms. Sue Jackson Johnson, 214-965-1664, on or before 12:00 o'clock noon on _____, 1998. Addison agrees to pay all closing costs incurred in connection with the exchange and conveyance of these tracts of real property. Each party shall pay its own attorney fees. If either party hereto desires to obtain an Owners Policy

of Title Insurance in connection with its acquisition of a tract of real property pursuant hereto, the Town shall pay the cost and expense of such Owners Policy of Title Insurance.

4. The parties mutually agree that the Fair Market Value of Parcels 6-1-R and 6-2 combined is equal to the Fair Market Value of Parcel 7-R.

5. The parties hereto warrant and represent, each to the other, the authority of the person signing below to act on behalf of such party, and that this transaction has been duly authorized.

WITNESS our hands this _____ day of _____, 1998.

CarrAmerica Realty, L.P.

By: _____
Authorized Representative

TOWN OF ADDISON

By: _____
Ron Whitehead, City Manager

ATTEST:

Carmen Moran, City Secretary

*changes highlighted
3-20-98*

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CarrAmerica Realty, L.P.

By: _____
Authorized Representative

TOWN OF ADDISON

By: _____
Ron Whitehead, City Manager

ATTEST:

Carmen Moran, City Secretary

EXCHANGE AGREEMENT

original
3-20-98

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CarrAmerica Realty, L.P.

By: _____
Authorized Representative

TOWN OF ADDISON

By: _____
Ron Whitehead, City Manager

ATTEST:

Carmen Moran, City Secretary

POINT OF BEGINNING
(PARCEL 6-1-R)

QUORUM DRIVE

N 89°48'50" E
13.28' 5/8" I.P. FND.
W/H-2 ON CAP
N 89°48'50" E
28.94'

N 0°11'10" W - 140.57'

S 57°47'27" W
22.34'

0.0848
acres

Area = 3695.33 SQ. FT.

OUTSIDE FACE OF STRUCTURE

CARRAMERICA REALTY, L.P.
VOL. 97055, PG. 3445

G.W. FISHER SURVEY, ABST. NO. 482
DALLAS COUNTY, TEXAS

CURVE DATA

Δ = 18°40'21"
R = 460.00'
T = 75.63'
L = 149.91'
CB=N 9°08'59" E
CD=149.25'

CURVE DATA

Δ = 18°40'21"
R = 470.00'
T = 77.27'
L = 153.17'
CB=S 9°08'59" W
CD=152.49'

80' R.O.W.

CURVE DATA

Δ = 18°40'21" I.P. FND.
R = 110.00'
T = 18.08'
L = 35.85'
CB=N 9°08'59" E
CD=35.89' I.P. FND.

CURVE DATA

Δ = 18°40'21"
R = 100.00'
T = 16.44'
L = 32.59'
CB=S 9°08'59" W
CD=32.45'

N 0°11'10" W
26.92' X FND.

S 0°11'10" E
37.04'

N 44°50'06" W
14.23'

N 44°50'06" W
7.11'

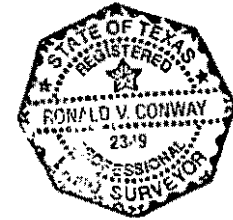
N 89°50'06" W - 355'00

ARAPAHO ROAD

SPECTRUM DRIVE
(QUORUM LOOP NORTH)

80' R.O.W.

SCALE: 1=50'



Ronald V. Conway 12/29/97

ALL IRON PINS SET ARE 1/2-INCH & IDENTIFIED BY A YELLOW PLASTIC CAP STAMPED WITH "SJ&F".

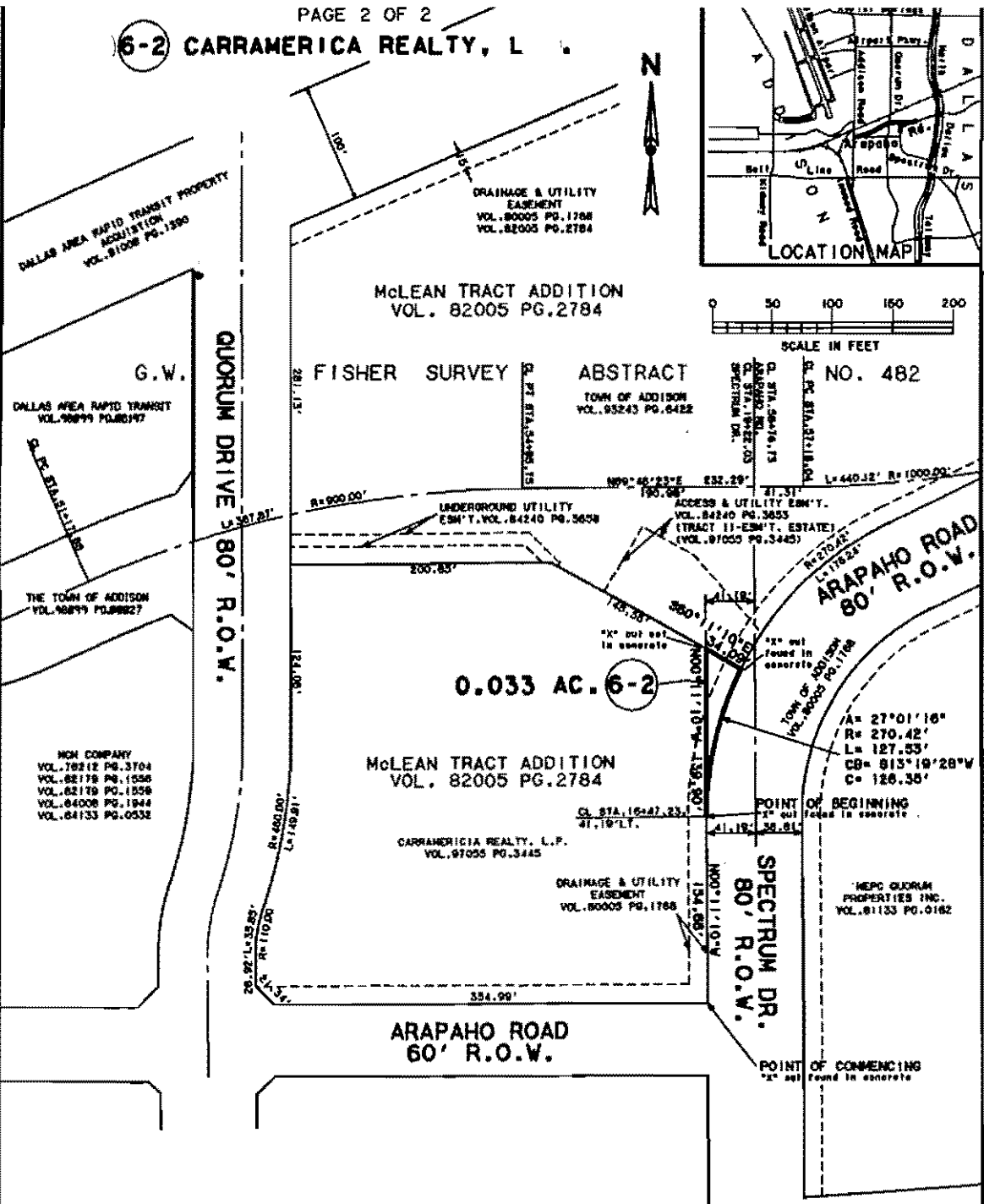
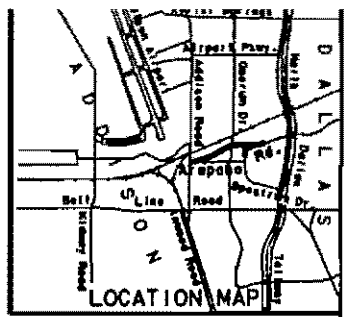
TOWN OF ADDISON, TEXAS

CARRAMERICA REALTY, L.P.
RIGHT-OF-WAY ACQUISITION PLAT

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

DEC., 1997

6-2 CARRAMERICA REALTY, L.P.



LEGEND
I.R.F. = IRON ROD FOUND
I.R.S. = 3/8" IRON ROD SET WITH NUTTY-ZOLLARS CAP

This is to certify that the above survey was made under my supervision on October 8, 1997 and that the measurements and bounds shown thereon are true and correct to the best of my knowledge.

For Huitt-Zollars, Inc.
[Signature] 12-18-97
ERIC J. YANOUKY, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4662

BASIS OF BEARINGS: The bearing of S 07°30'00" E along the west right-of-way line of Quorum Drive as per deed to the Town of Addison recorded in Volume 86058, Page 00027, Deed Records, Dallas County, Texas.

HUITT-ZOLLARS
5151 ROCKHAY AVENUE/SUITE 800
DALLAS, TEXAS 75244-8711-3311

ARAPAHO ROAD
RIGHT-OF-WAY EXHIBIT
TOWN OF ADDISON, TEXAS

For Town of Addison Public Works
16801 Westgrove, Addison, TX 75001
EXHIBIT PARCEL NO. 6-2
OWNER: CARRAMERICA REALTY, L.P.
AREA: 0.033 ACRE DATE: OCT. 8, 1997

**FIELD NOTE DESCRIPTION
FOR
RIGHT-OF-WAY ACQUISITION
ACROSS
CARRAMERICA REALTY, L.P.**

PARCEL 6-1-R

Being a parcel of land for right-of-way located in the Town of Addison, Texas and in the G.W. Fisher. Survey, Abstract No. 482, Dallas County, Texas and being out the McLean Tract Addition to the Town of Addison, and being over, under and across a 2.863 acre tract of land conveyed to CarrAmerica Realty, L.P., a Delaware limited partnership, in Volume 97055, Page 3445 of the Deed Records of Dallas County, Texas, said right-of-way being more particularly described as follows:

BEGINNING at an iron pin found at the northwest corner of said CarrAmerica tract, said iron pin also being in the east right-of-way line of Quorum Drive, (an 80 foot right-of-way);

THENCE N 89°48'50" E along the north line of said CarrAmerica tract, 13.28 feet to an iron pin found and continuing for a total distance of 28.94 feet to an iron pin found for a corner;

THENCE S 57°47'27" W, a distance of 22.34 feet to an iron pin for a corner;

THENCE S 0°11'10" E, a distance of 128.72 feet to an iron pin, said iron pin being to a point of curvature of a curve to right, said curve having a radius of 470.00 feet, a central angle of 18°40'21", a tangent distance of 77.27 feet and a chord bearing of S 9°08'59" W, a distance of 152.49 feet;

THENCE along said curve to the right, a distance of 153.17 feet to an iron pin, said iron pin being the point for a reverse curve to the left, said curve to the left having a radius 100.00 feet, a central angle of 18°40'21", a tangent distance of 16.44 feet and a chord bearing of S 9°08'59" W, a distance of 32.45 feet;

THENCE along said curve to the left, distance of 32.59 feet to an iron pin, said iron pin being a point of tangency;

THENCE S 0°11'10" E, a distance of 37.04 feet to an iron pin for a corner, said corner being N 89°50'06" W, 355.00 feet and N 44°50'06" W, 7.11 feet from the most easterly southeast corner of said CarrAmerica tract as evidenced by an X found cut in a concrete sidewalk;

THENCE N 44°50'06" W, along the south line of said CarrAmerica tract and along a corner clip at the northeast corner of Arapaho Road, (a 60 foot right-of-way) and Quorum Drive, (an 80 foot right-of-way), for a distance of 14.23 feet to an X found cut in a concrete sidewalk for a corner;

THENCE N 0°11'10" W, along the west line of said CarrAmerica tract and along the east right-of-way line of said Quorum Drive, for a distance of 26.92 feet to an iron pin found, said iron pin being a point of curvature of a curve to the right, said curve to the right having a radius of 110.00 feet, a central angle of 18°40'21", a tangent distance of 18.08 feet and a chord bearing of N 9°08'59" E a distance of 35.69 feet;

THENCE along said curve the right, for a distance of 35.85 feet to an iron pin found, said iron pin being a point for a reverse curve to the left, said curve to the left having a radius 460.00 feet, a central angle of 18°40'21", a tangent of 75.63 feet and a chord bearing of N 9°08'59" E, a distance of 149.25 feet;

THENCE along said curve the left, for a distance of 149.91 feet to the point of tangency;

THENCE N 0°11'10" W, along the west line of said CarrAmerica tract and along the east right-of-way line of said Quorum Drive, a distance of 140.57 feet to the POINT OF BEGINNING and containing 3695.33 square feet of land.



Ronald V. Conway
12/29/97

LAND DESCRIPTION

**PARCEL NO. 6-2
ARAPAHO ROAD
OCTOBER 8, 1997**

BEING 0.033 of an acre tract of land situated in the G.W. Fisher Survey, Abstract No. 482, Town of Addison, Dallas County, Texas and being a portion of that tract of land described in instrument to Carramerica Realty, L.P. as recorded in Volume 97055 Page 3445 of the Deed Records of Dallas County, Texas and being a part of McLean Tract, an addition to the Town of Addison, Texas as recorded in Volume 82005, Page 2784 of the Deed and Map Records, Dallas County, Texas and being more particularly described as follows:

COMMENCING at a cut "X" found in concrete at the southeast corner of the Carramerica Realty, L.P. (Carramerica) tract, said point being at the intersection of the westerly right-of-way line of Spectrum Drive (80 foot wide right-of-way) with the northerly right-of-way line of Arapaho Road (60 foot wide right-of-way);

THENCE North 00 degrees 11 minutes 10 seconds West along the easterly line of said Carramerica tract and westerly right-of-way line of Spectrum Drive a distance of 154.66 feet to a cut "X" found in concrete for the POINT OF BEGINNING of this tract;

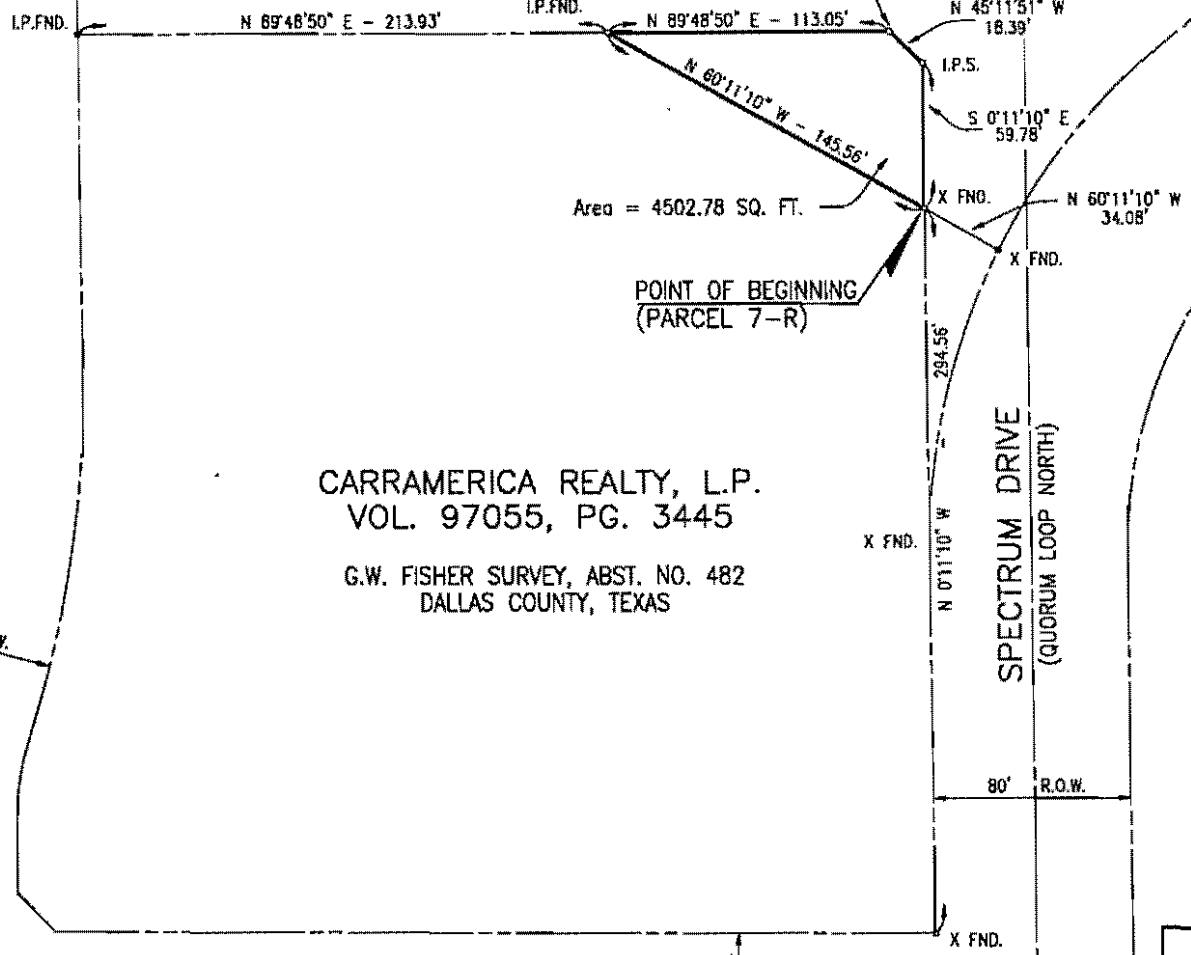
- (1) THENCE North 00 degrees 11 minutes 10 seconds West a distance of 139.90 feet to a cut "X" set in concrete for a corner on the northeasterly line of said Carramerica tract;
- (2) THENCE South 60 degrees 11 minutes 10 seconds East along the northeasterly line of said Carramerica tract a distance of 34.09 feet to a cut "X" found in concrete for the northeasterly corner of said Carramerica tract, said point being the beginning of a non-tangent curve to the left, having a central angle of 27 degrees 01 minutes 16 seconds, a radius of 270.42 feet, and being subtended by a 126.35 foot chord bearing South 13 degrees 19 minutes 28 seconds West;
- (3) THENCE Southerly along said curve to the left and westerly right-of-way line of Spectrum Drive an arc distance of 127.53 feet to the POINT OF BEGINNING, CONTAINING 0.033 of an acre of land, more or less.

THE McLEAN TRACT ADDITION
VOL. 82005, PG. 2784

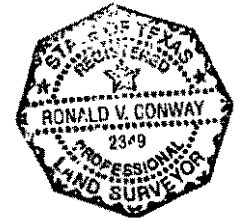
QUORUM DRIVE

CARRAMERICA REALTY, L.P.
VOL. 97055, PG. 3445
G.W. FISHER SURVEY, ABST. NO. 482
DALLAS COUNTY, TEXAS

— FUTURE ROAD



SCALE: 1"=50'



Ronald V. Conway 12/17/97

ALL IRON PINS SET ARE 1/2-INCH & IDENTIFIED BY A YELLOW PLASTIC CAP STAMPED WITH "SJ&F".

TOWN OF ADDISON, TEXAS	
CARRAMERICA REALTY, L.P. RIGHT-OF-WAY ABANDONMENT PLAT	
SHIMEK, JACOBS & FINKLEA, L.L.P. CONSULTING ENGINEERS	DEC., 1997

Exhibit V

**FIELD NOTE DESCRIPTION
FOR
RIGHT-OF-WAY ABANDONMENT**

TOWN OF ADDISON, TEXAS

PARCEL 7-R

Being a parcel of land out of street right-of-way located in the Town of Addison, Texas and in the G.W. Fisher. Survey, Abstract No. 482, Dallas County, Texas and being over, under and across a remaining tract of land out of an original 9.645 acre tract of land in The McLean Tract Addition conveyed to the Town of Addison, Texas by deed now of record in Volume 82005, Page 2784 of the Deed Records of Dallas County, Texas, said right-of-way being more particularly described as follows:

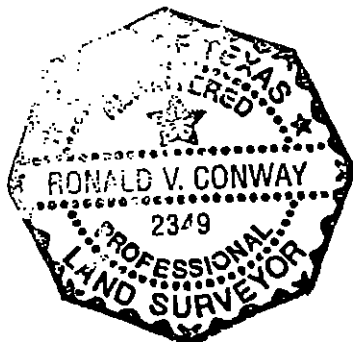
BEGINNING, at an X found cut in a concrete driveway, said X being N 0°11'10" W, a distance of 294.56 from the original southeast corner of said 9.645 acre tract and the southeast corner of a 2.863 acre tract of land conveyed to CarrAmerica Realty L.P., a Delaware limited partnership, in Volume 97055, Page 3445 of the Deed Records of Dallas County, Texas, as evidenced by an X found cut in a concrete sidewalk, said X also being where the west right-of-way of Spectrum Drive, (an 80 foot right-of-way) intersects with the north right-of-way line of Arapaho Road (an 60 foot right-of-way), and said Point of Beginning also being N 60°11'10" W, 34.08 feet from the most easterly northeast corner of said 2.863 acre tract of land as evidenced by an X found cut in concrete pavement;

THENCE N 60°11'10" W, along the most easterly north line of said 2.863 acre tract for a distance of 145.56 feet to an iron pin found for a corner;

THENCE N 89°48'50" E, a distance of 113.05 feet to an iron pin for a corner;

THENCE N 45°11'51" W, a distance of 18.39 feet to an iron pin for a corner;

THENCE S 0°11'10" E, a distance of 59.78 feet to the POINT OF BEGINNING and containing 4502.78 square feet of land.



Ronald V. Conway
12/17/97

Car America

3-18-98

Hardy:

There is a

Lein on the property

They ^{to get} Need Partial Release of lein

(Throw orig exch agreement
away)

They need to get a partial
release of lein - should be easy -

they are getting a replacement piece
of property almost the same size

CA to Addison:

0.0848 ac

0.033 ac

0.1178 ac

5,131,368 ft²

Addison to CA:

0.1034 acres

4504.10

CA is giving Addison

627,264 ft² more than

it receives

3-18-98

Hardy -

Was ready to prepare the
3 deeds -

signed Exchange Agreement needed -

Title Co needs to know
what the deal is -

They don't have a lawyer

is it OK for Hardy to call?
cannot call w/o their permission

No serious title issues -

Scottie:

Done By Friday, ^{in hands of} Landers Attorney
for 2 weeks

Scottie hopefully will have the exchange
agreement signed & to me Monday.

Hardy will send a revised exchange
agreement to me saying we will
pay for the Title Policy -

Hardy - CarrAmerica
Everything complete @ title co

We said we would pay for a
title commitment
cost?

and
Title Insurance.

Then all will be sent to
their lender.

What ^{concerns} would a lender have?

3-18-98

Should we contact lender
Hardy will review the deal from
the lenders perspective

Recd 3-17-98

CHICAGO TITLE INSURANCE COMPANY



DALLAS DIRECT OPERATIONS
350 NORTH ST. PAUL, SUITE 250, MAIN OFFICE, DALLAS, TEXAS 75201
(214) 720-4000 DIRECT (214) 965-1664 FAX (214) 720-1047
E-Mail: JohnsonSu@cti.com Website: www.ctidallas.com

SUE JACKSON JOHNSON
ASSISTANT VICE PRESIDENT
Commercial Escrow Officer

March 16, 1998

Scottie Breault-Comer
CarrAmerica Realty, L.P.
14901 Quorum Drive
Suite 100
Dallas, Texas 75240

Jim Peirce
Town of Addison
5300 Belt Line Road
Addison, Texas 75240

Post-it* Fax Note 7671			
To	Harley Thompson	Date	3-17-98
Co./Dept	Carles & Thompson	From	Jim Pierce
Phone #		Co.	Addison
Fax #	214-263-0005	Phone #	
		Fax #	

FYI

RE: Our GF# 98-M-492605-SEJ
Two tracts in the McLean Tract Addition, Addison, Texas

Our GF# 98-M-492660-SEJ
4502.78 square feet in the McLean Tract Addition, Addison, Texas

Dear Scottie and Jim:

Enclosed please find copies of the tax certificates for the above referenced properties for your review.

Should you have any questions or need anything further at this time, please do not hesitate to call either Sue Johnson or myself.

Sincerely,
CHICAGO TITLE DALLAS DIRECT

Sara Walser
Sara Walser
Assistant to Sue Jackson Johnson
Assistant Vice President

/sw
encl.

***** TAX CERTIFICATE *****
TEXAS TAXES CH5
7616 LBJ FREEWAY #300
DALLAS, TX 75251

GF# 492605 CLOSER SEJ BRANCH M (M) MAIN
ORDER TYPE T SUBTYPE R DATE 03/13/98

CAD# 10-00506-000-000-0100 DC CA DS
DESC MCLEAN TRACT TR 1 ACS 2.863 VOL97055/3445 DDO20497 CO-DALLAS 005060000 TR2/RRA

SITUS 5025 ARAPAHO RD CA
MAIL 1700 PENNSYLVANIA AVE NW WASHINGTON DC 20006

ASSESSSED OWNER(S) 1997 ASSESSED VALUES
CARRAMERICA REALTY LP LAND 748,150
IMPROVEMENT 9,626,850
TOTAL VALUE 10,375,000

HIGH LIABILITY

TAX ENTITY INFORMATION

DALLAS COUNTY PAYMENTS AS OF 03/02/98
500 ELM DALLAS, TX 75202 97 TAX RATE 0.4430700
PHONE 214-653-7811 W/O EXEMPT 45,968.51

EXEMPTIONS NONE	YR	BASE TAX	BASE DUE	DUE 03/98	DUE 04/98
	97	45,968.52	0.00	** PAID	**
SUBTOTAL		45,968.52	0.00	0.00	0.00

CITY OF ADDISON PAYMENTS AS OF 03/13/98
5350 BELT LINE RD ADDISON, TX 75001 97 TAX RATE 0.4475000
PHONE 972-450-7082 W/O EXEMPT 46,428.13

EXEMPTIONS NONE	YR	BASE TAX	BASE DUE	DUE 03/98	DUE 04/98
	97	46,428.13	0.00	** PAID 01/21/98	**
SUBTOTAL		46,428.13	0.00	0.00	0.00

ISD - DALLAS PAYMENTS AS OF 03/04/98
1500 MARILLA DALLAS, TX 75201 97 TAX RATE 1.4605300
PHONE 214-744-1000 W/O EXEMPT 151,529.99

EXEMPTIONS NONE	YR	BASE TAX	BASE DUE	DUE 03/98	DUE 04/98
	97	151,529.99	0.00	** PAID	**
SUBTOTAL		151,529.99	0.00	0.00	0.00

GF# 492605 CLOSER SEJ BRANCH M (M)MAIN
ORDER TYPE T SUBTYPE R DATE 03/13/98

COMMENTS

CAD# 10-00506-000-000-0100 - NO AG EXEMPTION FOUND ON PROPERTY FOR TAX YEARS
1993-1997

COMMENT 1 - PROPERTY REQUESTED ASSESSED WITH OTHER PROPERTY

	SUMMARY OF CURRENT YEAR *		SUMMARY OF TAXES DUE	
	TAX YEAR	BASE TAX *	DUE 03/98	DUE 04/98
DALLAS COUNTY	1997	45,968.52 *	0.00	0.00
CITY OF ADDISON	1997	46,428.13 *	0.00	0.00
ISD - DALLAS	1997	151,529.99 *	0.00	0.00
TOTAL TAX		243,926.64 *	0.00	0.00

CAD ACCOUNT NUMBER SUMMARY

10-00506-000-000-0100

CERTIFICATION, CONDITIONS AND EXCLUSIONS

THIS CERTIFIES THAT ALL AD VALOREM TAXES APPLICABLE TO THE ABOVE REFERENCED
PROPERTY HAVE BEEN CHECKED AND FOUND TO HAVE THE STATUS INDICATED.

1. THIS CERTIFICATION DOES NOT COVER ANY CHANGES MADE TO TAX ROLLS OR RECORDS
AFTER THE "PAYMENTS AS OF" DATES LISTED ABOVE.
2. THIS DOCUMENT DOES NOT CONSTITUTE A REPORT ON OR CERTIFICATION OF MINERAL
(PRODUCTIVE AND NON-PRODUCTIVE) TAXES, LEASES, PERSONAL PROPERTY TAXES OR
OTHER NON AD VALOREM TAXES (SUCH AS PAVING LIENS, STAND-BY CHARGES OR
MAINTENANCE ASSESSMENTS). THESE ITEMS MAY BE INCLUDED FOR CONVENIENCE
PURPOSES ONLY.
3. THIS CERTIFICATE IS NOT TRANSFERRABLE AND IS ENFORCEABLE ONLY BY THE PARTY
TO WHICH IT HAS BEEN ISSUED.

PRINTED BY TR2/LDH

TAX \$ 3.04
TOTAL \$40.00

TEXAS TAXES CH5
 7616 LBJ FREEWAY #300
 DALLAS, TX 75251

GF# 492660 CLOSER SEJ BRANCH M (M) MAIN ORDER TYPE T SUBTYPE R DATE 03/13/98

CAD# 10-00506-000-000-0200 DC CA DS
 TR2/RRA
 DESC MCLEAN TRACT TR 2 ACS 6.272 VOL93243/6422 DD121593 CO-DALLAS 005060000
 0002 31000506000

TOTALLY EXEMPT

SITUS 5035 ARAPAHO RD CA
 MAIL PO BOX 144 ADDISON TX 75001-0144
 ASSESSED OWNER(S)
 ADDISON TOWN OF

1997 ASSESSED VALUES
 LAND 819,620
 IMPROVEMENT 0
 TOTAL VALUE 819,620

ASSESSED AS LAND ONLY

TAX ENTITY INFORMATION

DALLAS COUNTY PAYMENTS AS OF 03/02/98
 500 ELM DALLAS, TX 75202 97 TAX RATE 0.4430700
 PHONE 214-653-7811 W/O EXEMPT 3,631.49

EXEMPTIONS NONE	YR	BASE TAX	BASE DUE	DUE 03/98	DUE 04/98
	97	0.00	0.00	** NO TAX DUE **	
SUBTOTAL		0.00	0.00	0.00	0.00

ISD - DALLAS PAYMENTS AS OF 03/04/98
 1500 MARILLA DALLAS, TX 75201 97 TAX RATE 1.4605300
 PHONE 214-744-1000 W/O EXEMPT 11,970.80

EXEMPTIONS NONE	YR	BASE TAX	BASE DUE	DUE 03/98	DUE 04/98
	97	0.00	0.00	** NO TAX DUE **	
SUBTOTAL		0.00	0.00	0.00	0.00

CITY OF ADDISON PAYMENTS AS OF
 5350 BELT LINE RD ADDISON, TX 75001 97 TAX RATE 0.4475000
 PHONE 972-450-7082 W/O/E 3,667.80

EXEMPTIONS NONE	YR	BASE TAX	BASE DUE	DUE 03/98	DUE 04/98
	97	0.00	0.00	** NO TAX DUE **	

***** TAX CERTIFICATE *****
TEXAS TAXES CH5
7616 LBJ FREEWAY #300
DALLAS, TX 75251

GF# 492660 CLOSER SEJ BRANCH M (M) MAIN ORDER TYPE T SUBTYPE R DATE 03/13/98

SUBTOTAL 0.00 0.00 0.00 0.00

COMMENTS

CAD# 10-00506-000-000-0200 - NO AG EXEMPTION FOUND ON PROPERTY FOR TAX YEARS 1993-1997

COMMENT 1 - PROPERTY REQUESTED ASSESSED WITH OTHER PROPERTY

	SUMMARY OF CURRENT YEAR *		SUMMARY OF TAXES DUE	
	TAX YEAR	BASE TAX *	DUE 03/98	DUE 04/98
DALLAS COUNTY	1997	0.00 *	0.00	0.00
ISD - DALLAS	1997	0.00 *	0.00	0.00
CITY OF ADDISON	1997	0.00 *	0.00	0.00
TOTAL TAX		0.00 *	0.00	0.00

CAD ACCOUNT NUMBER SUMMARY

10-00506-000-000-0200

CERTIFICATION, CONDITIONS AND EXCLUSIONS

THIS CERTIFIES THAT ALL AD VALOREM TAXES APPLICABLE TO THE ABOVE REFERENCED PROPERTY HAVE BEEN CHECKED AND FOUND TO HAVE THE STATUS INDICATED.

1. THIS CERTIFICATION DOES NOT COVER ANY CHANGES MADE TO TAX ROLLS OR RECORDS AFTER THE "PAYMENTS AS OF" DATES LISTED ABOVE.
2. THIS DOCUMENT DOES NOT CONSTITUTE A REPORT ON OR CERTIFICATION OF MINERAL (PRODUCTIVE AND NON-PRODUCTIVE) TAXES, LEASES, PERSONAL PROPERTY TAXES OR OTHER NON AD VALOREM TAXES (SUCH AS PAVING LIENS, STAND-BY CHARGES OR MAINTENANCE ASSESSMENTS). THESE ITEMS MAY BE INCLUDED FOR CONVENIENCE PURPOSES ONLY.
3. THIS CERTIFICATE IS NOT TRANSFERABLE AND IS ENFORCEABLE ONLY BY THE PARTY TO WHICH IT HAS BEEN ISSUED.

PRINTED BY CH5/LDG

MODE = TRANSMISSION

START=03-17 02:23PM

END=03-17 02:26PM

NO.	COM	SPEED NO	STATION NAME/ TELEPHONE NO.	PAGES
001	OK	2	9 214 672 2020	005

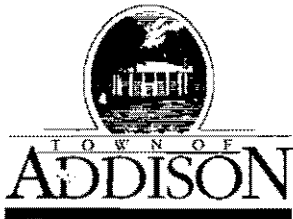
-Addison Svc Ctr -Upstairs-

***** (FAX-200 U2.17)* - 972 450 2834- *****

Car America

3-13-98

Called Hardy - He will start working on clearing the objections to title with the Title Co starting this PM. He will keep me informed.



Public Works / Engineering

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

LETTER OF TRANSMITTAL

DATE	3-9-98	JOB NO.
ATTENTION		
RE:	Arapaho Rd	
	Carr America Land Exchange	

TO Hardy Thompson
Cowles & Thompson

GENTLEMAN:

WE ARE SENDING YOU

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

COPIES	DATE	NO.	DESCRIPTION
1			Commitment for Title Insurance - Two Tracts (Carr America to Addison)
1			Commitment for Title Insurance - One Tract (Addison to Carr America)

THESE ARE TRANSMITTED as checked below:

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

REMARKS I sent Carr America the Exchange Agreement you prepared on Jan 17, '98 which they have never signed. Through a process I don't fully understand they worked with their lender and Chicago Title Co. Carr America said they wanted Addison to pay for the Commitment and Title Insurance, which we agreed to do. Please review, and advise me how to get this matter closed.

COPY TO _____

Thanks,
SIGNED: Jim Price
 972-450-2879

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

CHICAGO TITLE INSURANCE COMPANY

dup copy



DALLAS DIRECT OPERATIONS
350 NORTH ST. PAUL, SUITE 250, MAIN OFFICE, DALLAS, TEXAS 75201
(214) 720-4000 DIRECT (214) 965-1664 FAX (214) 720-1047
E-Mail: JohnsonSu@ctt.com Website: www.ctcdallas.com

SUE JACKSON JOHNSON
ASSISTANT VICE PRESIDENT
Commercial Escrow Officer

March 4, 1998

Recd 3-6-98

Scottie Breault-Comer
CarrAmerica Realty, L.P.
14901 Quorum Drive
Suite 100
Dallas, Texas 75240

Jim Peirce
Town of Addison
5300 Belt Line Road
Addison, Texas 75240

**RE: Our GF# 98-M-492605-SEJ
Two tracts in the McLean Tract Addition, Addison, Texas**

Dear Scottie and Jim:

Enclosed please find our Commitment for Title Insurance binder of the above referenced property for your review.

We look forward to working with you on this transaction. Should you have any questions or need anything further at this time, please do not hesitate to call either Sue Johnson or myself.

Sincerely,
CHICAGO TITLE DALLAS DIRECT

Sara Walser

Sara Walser
Assistant to Sue Jackson Johnson
Assistant Vice President

/sw
encl.

Issued: March 4, 1998

Effective: February 23, 1998

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.

COMMITMENT FOR TITLE INSURANCE

ISSUED BY

CHICAGO TITLE INSURANCE COMPANY

We, Chicago 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.

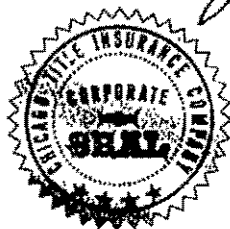
This Commitment ends ninety (90) days from the effective date, unless the Policy is issued sooner, or failure to issue the Policy is our fault. Our liability and obligations to you are under the express terms of this Commitment and end when this Commitment expires.

TWO TRACTS IN THE MCLEAN TRACT ADDITION, ADDISON, TEXAS

Chicago Title Insurance Company
350 N. St. Paul, Suite 250
Dallas, Texas 75201
(214) 720-4000
(214) 720-1047 FAX
Attn: Sue Jackson Johnson

CHICAGO TITLE INSURANCE COMPANY

Sue Jackson Johnson
 Authorized Signatory



Richard J. Kelley

President.

Thomas J. Adams

Secretary.

SCHEDULE A

Commitment Effective Date: February 23, 1998

1. The policy or policies to be issued are:

(a) Form T-1: OWNER POLICY OF TITLE INSURANCE (Not applicable for improved one-to-four family residential real estate)

Policy Amount: \$0.00

Proposed Insured:

Town of Addison

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

Policy Amount:

Proposed Insured:

(c) Form T-2: MORTGAGEE POLICY OF TITLE INSURANCE

Policy Amount: \$0.00

Proposed Insured:

Proposed Borrower:

(d) Form T-13: MORTGAGEE TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN

Binder Amount:

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:

CarrAmerica Realty, L.P., a Delaware limited partnership

4. Legal description of land:

SEE ATTACHED DESCRIPTION

DESCRIPTION

Tract 1:

Being a parcel of land for right-of-way located in the Town of Addison, Texas and in the G. W. Fisher Survey, Abstract No. 482, Dallas County, Texas and being out the McLean Tract Addition to the Town of Addison, and being over, under and across a 2.863 acre tract of land conveyed to CarrAmerica Realty, L.P., a Delaware limited partnership, in Volume 97055, Page 3445 of the Deed Records of Dallas County, Texas, said right-of-way being more particularly described as follows:

BEGINNING at an iron pin found at the northwest corner of said CarrAmerica tract, said iron pin also being in the east right-of-way line of Quorum Drive, (an 80 foot right-of-way);

THENCE North 89 degrees 48 minutes 50 seconds East along the north line of said CarrAmerica tract, 13.28 feet to an iron pin found and continuing for a total distance of 28.94 feet to an iron pin found for a corner;

THENCE South 57 degrees 47 minutes 27 seconds West, a distance of 22.34 feet to an iron pin for a corner;

THENCE South 0 degrees 11 minutes 10 seconds East, a distance of 128.72 feet to an iron pin, said iron pin being to a point of curvature of a curve to the right, said curve having a radius of 470.00 feet, a central angle of 18 degrees 40 minutes 21 seconds, a tangent distance of 77.27 feet and a chord bearing of South 9 degrees 08 minutes 59 seconds West, a distance of 152.49 feet;

THENCE along said curve to the right, a distance of 153.17 feet to an iron pin, said iron pin being the point for a reverse curve to the left, said curve to the left having a radius of 100.00 feet, a central angle of 18 degrees 40 minutes 21 seconds, a tangent distance of 16.44 feet and a chord bearing of South 9 degrees 08 minutes 59 seconds West, a distance of 32.45 feet;

THENCE along said curve to the left, distance of 32.59 feet to an iron pin, said iron pin being a point of tangency;

THENCE South 0 degrees 11 minutes 10 seconds East, a distance of 37.04 feet to an iron pin for a corner, said corner being North 89 degrees 50 minutes 06 seconds West, 355.00 feet and North 44 degrees 50 minutes 06 seconds West, 7.11 feet from the most easterly southeast corner of said CarrAmerica tract as evidenced by an X found cut in a concrete sidewalk;

THENCE North 44 degrees 50 minutes 06 seconds West, along the south line of said CarrAmerica tract and along a corner clip at the northeast corner of Arapaho Road, (a 60 foot right-of-way) and Quorum Drive, (an 80 foot right-of-way), for a distance of 14.23 feet to an X found cut in a concrete sidewalk for a corner;

THENCE North 0 degrees 11 minutes 10 seconds West, along the west line of said CarrAmerica tract and along the east right-of-way line of said Quorum Drive, for a distance of 26.92 feet to an iron pin found, said iron pin being a point of curvature of a curve to the right, said curve to the right having a radius of 110.00 feet, a central angle of 18 degrees 40 minutes 21 seconds, a tangent distance of 18.08 feet

DESCRIPTION

and a chord bearing of North 9 degrees 08 minutes 59 seconds East a distance of 35.69 feet;

THENCE along said curve to the right, for a distance of 35.85 feet to an iron pin found, said iron pin being a point for a reverse curve to the left, said curve to the left having a radius of 460.00 feet, a central angle of 18 degrees 40 minutes 21 seconds, a tangent of 75.63 feet and a chord bearing of North 9 degrees 08 minutes 59 seconds East, a distance of 149.25 feet;

THENCE along said curve to the left, for a distance of 149.91 feet to the point of tangency;

THENCE North 0 degrees 11 minutes 10 seconds West, along the west line of said CarrAmerica tract and along the east right-of-way line of said Quorum Drive, a distance of 140.57 feet to the POINT OF BEGINNING and containing 3695.33 square feet of land.

NOTE: COMPANY DOES NOT REPRESENT THAT THE ABOVE ACREAGE AND/OR SQUARE FOOTAGE CALCULATIONS ARE CORRECT.

Tract 2:

BEING 0.033 of an acre tract of land situated in the G. W. Fisher Survey, Abstract No. 482, Town of Addison, Dallas County, Texas and being a portion of that tract of land described in instrument to Carramerica Realty, L.P. as recorded in Volume 97055, Page 3445 of the Deed Records of Dallas County, Texas and being a part of McLean Tract, an addition to the Town of Addison, Texas as recorded in Volume 82005, Page 2784 of the Deed and Map Records, Dallas County, Texas and being more particularly described as follows:

COMMENCING at a cut "X" found in concrete at the southeast corner of the Carramerica Realty, L.P. (Carramerica) tract, said point being at the intersection of the westerly right-of-way line of Spectrum Drive (80 foot wide right-of-way) with the northerly right-of-way line of Arapaho Road (60 foot wide right-of-way);

THENCE North 00 degrees 11 minutes 10 seconds West along the easterly line of said Carramerica tract and westerly right-of-way line of Spectrum Drive a distance of 154.66 feet to a cut "X" found in concrete for the POINT OF BEGINNING of this tract;

(1) THENCE North 00 degrees 11 minutes 10 seconds West a distance of 139.90 feet to a cut "X" set in concrete for a corner on the northeasterly line of said Carramerica tract;

(2) THENCE South 60 degrees 11 minutes 10 seconds East along the northeasterly line of said Carramerica tract a distance of 34.09 feet to a cut "X" found in concrete for the northeasterly corner of said Carramerica tract, said point being the beginning of a non-tangent curve to the left, having a central angle of 27 degrees 01 minutes 16 seconds, a radius of 270.42 feet, and being subtended by a 126.35 foot chord bearing South 13 degrees 19 minutes 28 seconds West;

DESCRIPTION

(3) THENCE Southerly along said curve to the left and westerly right-of-way line of Spectrum Drive an arc distance of 127.53 feet to the POINT OF BEGINNING, CONTAINING 0.033 of an acre of land, more or less.

NOTE: COMPANY DOES NOT REPRESENT THAT THE ABOVE ACREAGE AND/OR SQUARE FOOTAGE CALCULATIONS ARE CORRECT.

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:

- B 1. *The following restrictive covenants of record itemized below (We must either insert specific recording data or delete this exception.):*

Volume 80005, Page 3073, Volume 84201, Page 1770 and Volume 96136, Page 92, Deed Records, Dallas County, Texas, but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status or national origin.
 - F 2. *Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments, or protrusions, or any overlapping of improvements.*
 - I 3. *Homestead or community property or survivorship rights, if any, of any spouse of any insured. (Applies to the Owner Policy only.)*
 - K 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.)
 - M 5. *Standby fees, taxes and assessments by any taxing authority for the year 1998 and subsequent years, and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership.*
 - P 6. *The terms and conditions of the documents creating your interest in the land.*
 - O 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 binder is issued.)*
 - R 8. *Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage.*
-

SCHEDULE B (continued)

(Applies to Mortgagee Policy only.)

- U 9. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception.):
- AK 10. Rights of tenants in possession, as tenants only, under unrecorded lease agreements.
- AL 11. Terms, conditions, easements, assessments and liens securing assessments for Quorum North, as set out in covenants and restrictions recorded in Volume 80005, Page 3073, Deed Records, Dallas County, Texas, however, said lien is expressly made subordinate to the lien of any first mortgage on subject premises.
- AM 12. Twenty five foot building setback line over and across subject property, as shown on the plat recorded in Volume 82005, Page 2784, Map Records, Dallas County, Texas. (Tract 2)
- AN 13. Fifteen foot drainage and utility easement over and across subject property, as shown on plat recorded in Volume 82005, Page 2784, Map Records, Dallas County, Texas. (Tracts 1 & 2)
- AO 14. Subject tract lies within 15 foot building setback line as shown on plat recorded in Volume 82005, Page 2784, Map Records, Dallas County, Texas. (Tract 1)
- AP 15. Any portion of the property described herein within the limits or boundaries of any public or private roadway and/or highway.
- AO 16. Terms, provisions, conditions, easements and assessments contained in Agreement For Street And Median Landscaping And Irrigation executed by and between Town of Addison, Texas and Quorum North Protective Corporation, dated July 1, 1995, filed for record on July 11, 1996 and recorded in Volume 96136, Page 92, Deed Records, Dallas County, Texas.
-

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:

- z 1. Documents creating your title or interest must be approved by us and must be signed, notarized and filed for record.
- AA 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.
- AB 3. You must pay the seller or borrower the agreed amount for your property or interest.
- AC 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.
- AR 5. Deed of Trust executed by Natron Limited Partnership, a Nevada limited partnership to Robert E. Wilson, Trustee, dated November 15, 1996, filed for record on November 15, 1996 and recorded in Volume 96225, Page 4195, Deed of Trust Records, Dallas County, Texas, to secure the payment of one note of even date therewith in the original principal sum of \$6,750,000.00, payable to Manufacturers Life Insurance Company (U.S.A.), a Michigan corporation, and subject to all of the terms, conditions and stipulations contained therein, including but not limited to any future indebtedness also secured by this lien.
- AS Additionally secured by assignment of leases and rents, recorded in Volume 96225, Page 4237, Deed Records, Dallas County, Texas.
- AT Assumption, Modification and Consent Agreement executed by and between CarrAmerica Realty, L.P., a Delaware limited partnership ("Purchaser"), Natron Limited Partnership, a Nevada limited partnership ("Seller"), and The Manufacturers Life Insurance Company (U.S.A.), a Michigan corporation ("Lender"), dated February 3, 1997 and recorded in Volume 97026, Page 01386, Deed Records, Dallas County, Texas
- AU 6. UCC-1 Financing Statement, filed for record on November 15, 1996,

SCHEDULE C (continued)

recorded in Volume 96225, Page 4256, Deed of Trust Records, Dallas County, Texas, given by Natron Limited Partnership, as owner/debtor, granting unto The Manufacturers Life Insurance Company, (U.S.A.), as creditor and secured party, a security interest in the subject property.

- AV 7. UCC-1 Financing Statement, filed for record on February 4, 1997, recorded in Volume 97023, Page 7838, Deed of Trust Records, Dallas County, Texas, given by Carramerica Realty, L.P., as owner/debtor, granting unto The Manufacturers Life Insurance Company, (U.S.A.), as creditor and secured party, a security interest in the subject property.
- AW 8. We must be furnished evidence that all past due assessments and charges of Quorum North Protective Corporation, a Texas non-profit corporation have been paid.
- AX 9. CarrAmerica Realty, L.P., is a Delaware limited partnership. Secure the following and return to the examination department for review and possible additional requirements:
- A) A copy of the executed partnership agreement and all amendments thereto for examination and approval.
 - B) Certificate from the Secretary of State of Delaware showing that said limited partnership has been properly registered.
 - C) Properly executed instruments from all of the general partners authorized to execute same as provided in the partnership agreement.
- AY 10. Except in an exempt transaction, the Company must be furnished with seller's social security number or tax identification number and all other information necessary to complete IRS Form 1099B.
-

SCHEDULE D

1. Disclosure of CHICAGO TITLE INSURANCE COMPANY, a Missouri Corporation
 - a. The following is a listing of each shareholder owning or controlling, directly or indirectly, ten percent (10%), or more of the shares of CHICAGO TITLE INSURANCE COMPANY:
CHICAGO TITLE AND TRUST COMPANY, an Illinois Corporation
 - b. The directors of CHICAGO TITLE INSURANCE COMPANY
MR. ALVIN G. BEHNKE, President, First Interstate Mortgage Co. of Illinois, Chicago, IL
MR. JOHN J. BURNS, Jr., President, Alleghany Corporation, New York, NY
MR. PETER H. DAILEY, Dailey Group International, Reno, NV
MR. ALAN P. KIRBY, President, Liberty Square, Inc., Mendham, NJ
MR. ANTHONY B. KUKLIN, Paul, Weiss, Rifkind, Wharton, & Garrison, New York, NY
MS. M. LEANNE LACHMAN, Managing Director Schroder Real Estate Associates, New York, NY
MR. DANA G. LEAVITT, President, Leavitt Management Company, San Francisco, CA
MR. LAWRENCE F. LEVY, Chairman of the Board, Levy Organization, Chicago, IL
MR. EARL L. NEAL, Earl Neal & Associates, Chicago, IL
MR. RICHARD L. POLLAY, Pres. and Chief Operating Officer, Chicago Title Ins. Co., Chicago, IL
MR. WALTER D. SCOTT, Kellogg School of Management at Northwestern University, Northfield, Chicago, IL
MR. RICHARD P. TOFT, Chairman and CEO, Chicago Title Insurance Co. and
President, Chicago Title and Trust Company, Chicago, IL
 - c. The names of the Chairman and Chief Executive Officer: RICHARD P. TOFT
President and Chief Operating Officer: RICHARD L. POLLAY
Secretary: THOMAS J. ADAMS
Treasurer: GILBERT J. TOURETZ
2. "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:

Owners Policy	\$
Mortgagee Policy	\$
Endorsement Charges	\$
Total	\$

Of this total amount: 100% (or%) will be paid to the policy issuing Title Insurance Company; N/A (or%) will be retained by the issuing Title Insurance Agent; and the remainder of the estimated premium will be paid to other parties as follows:

AMOUNT	TO WHOM	FOR SERVICES
N/A	N/A	N/A

"*The estimated premium is based upon the information furnished to 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."

DELETION OF ARBITRATION PROVISION
(Not applicable to the Texas Residential Owner Policy)

ARBITRATION is a common form of alternative dispute resolution. It can be a quicker and cheaper means to settle a dispute with your Title Insurance Company. However, if you agree to arbitrate, you give up your right to take the Title Company to court and your rights to discovery of evidence may be limited in the arbitration process. In addition, you cannot usually appeal an arbitrator's award.

Your policy contains an arbitration provision (shown below). It allows you or the Company to require arbitration if the amount of insurance is \$1,000,000 or less. If you want to retain your right to sue the company in case of a dispute over a claim, you must request deletion of the arbitration provision before the policy is issued. You can do this by signing this form and returning it to the Company at or before the closing of your real estate transaction or by writing to the Company.

The Arbitration provision in the Policy is as follows:

"Unless prohibited by applicable law or unless this arbitration section is deleted by specific provision in Schedule B of this policy, either the Company or the Insured may be deemed arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this Policy, and service of the Company in connection with its issuance or the breach of a policy provision or other obligation. All arbitrable matters when the Amount of Insurance is \$1,000,000 or less SHALL BE arbitrated at the request of either the Company or the Insured, unless the insured is an individual person (as distinguished from a corporation, trust, partnership, association or other legal entity). All arbitrable matters when the Amount of Insurance is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this Policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the Insured, the rules in effect at the Date of Policy shall be binding upon the parties. The award may include attorney's fees only if the laws of the state in which the land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request."

I request deletion of the Arbitration provision.

Date

Date

-Request amendment of the "area and boundary" exception (Schedule B, paragraph 2). To get this amendment, you must furnish a survey. On the Owner Policy, you must pay an additional premium for the amendment. If the survey is acceptable to the Company, 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.

-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.

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, 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 Conditions 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 Chicago Title Insurance Company at 1-800-442-4303 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:

COMMITMENT
FOR
TITLE
INSURANCE



FOR INFORMATION, OR
TO MAKE A COMPLAINT,
CALL:
1-800-442-4303

CHICAGO TITLE INSURANCE COMPANY
P.O. BOX 740248
DALLAS, TEXAS 75374-0248

IMPORTANT NOTICE

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

1-800-442-4303

ALSO YOU MAY CONTACT THE TEXAS DEPARTMENT OF INSURANCE AT

1-800-252-3439

For information on:
- Filing a complaint against an insurance company or agent,
- Whether an insurance company or agent is licensed,
- Complaints received against an insurance company or agent,
- Policyholder rights, and
- 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) 475-1771

AVISO IMPORTANTE

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

1-800-442-4303

TAMBIEN PUEDE COMUNICARSE CON EL DEPARTAMENTO DE SEGUROS DE TEXAS AL

1-800-252-3439

Para obtener información sobre:
- No someter una queja en contra de una compañía de seguros o agente de seguros,
- Si una compañía de seguros o agente de seguros tiene licencia,
- Quejas recibidas en contra de una compañía de seguros o agente de seguros,
- Derechos del asegurado, y
- 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) 475-1771

Carrollina

Telecom from Seattle

2-9-98

Their leader has asked for a title commitment of title policy "up front" before signing the agreement.

Telecom to Hardy -

2531

To Left word about the above with Hardy.

2-12-98 - Spoke to Seattle. I offered to pay costs associated with a commitment for Title Insurance as well as the insurance policy.

3-4-98 - Called Seattle & left message.

Is everything OK? Are we in agreement. Does title co need anything? Seattle called back - Title co should finish everything today, then it will be overnighted to their leader - we'll see how it goes there, and then we should be ready for a closing



LETTER OF TRANSMITTAL

Public Works / Engineering

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

DATE	1-27-98	JOB NO.
ATTENTION	Scottie Breaux	
RE:	Atapako Road Exchange Agreement	

TO Carv America

GENTLEMAN:

WE ARE SENDING YOU

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

COPIES	DATE	NO.	DESCRIPTION
2			Parcel 6-1-R Plat and Description
2			Parcel 6-2 Plat and Description
2			Parcel 7-R Plat and Description

THESE ARE TRANSMITTED as checked below:

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

REMARKS All with seal and original signatures

COPY TO _____

SIGNED: Jan Deen

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

HUITT-ZOLLARS, IA
 3131 McKinney Avenue, Suite 600
 DALLAS, TEXAS 75204

LETTER OF TRANSMITTAL

(214) 871-3311

26

DATE	1-23-98	JOB NO.	01-1772-08
ATTENTION	Mr James Pierce		
RE:	Arapaho RD		

TO TOWN OF ADDISON
16801 Westgrove P.O. Box 144
Addison, Tx 75001

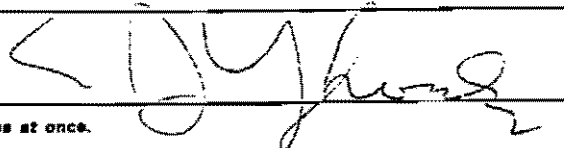
- WE ARE SENDING YOU Attached Under separate cover via _____ the following items:
- Shop drawings Prints Plans Samples Specifications
 Copy of letter Change order _____

COPIES	DATE	NO.	DESCRIPTION
3	1-23-98	EA	Parcel No 6-2 - Land Description only

THESE ARE TRANSMITTED as checked below:

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

REMARKS _____

COPY TO _____ SIGNED: 

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

TOWN OF
ADDISON

PUBLIC WORKS

To: Ken Roberts

From: James C. Pierce, Jr., P.E., DEE
Assistant City Engineer
Phone: 972/450-2879
FAX: 972/450-2837

Company: Huitt Zollars

FAX #: 214-871-0757

Date: 1-26-98

16801 Westgrove
P.O. Box 144

Re: Parcel 6-2/Arapaho

of pages (including cover): 2

Addison, TX 75001

Original in mail

Per your request

FYI

Call me

Comments:

Ken - I need 3 copies of only
the attached land description
with seal and signature. I do
not need any more maps. Please
call if you have any questions.
Please put in mail today

Jim

LAND DESCRIPTION

PARCEL NO. 6-2
ARAPAHO ROAD
OCTOBER 8, 1997

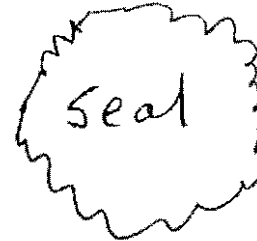
BEING 0.033 of an acre tract of land situated in the G.W. Fisher Survey, Abstract No. 482, Town of Addison, Dallas County, Texas and being a portion of that tract of land described in instrument to Carramerica Realty, L.P. as recorded in Volume 97055 Page 3445 of the Deed Records of Dallas County, Texas and being a part of McLean Tract, an addition to the Town of Addison, Texas as recorded in Volume 82005, Page 2784 of the Deed and Map Records, Dallas County, Texas and being more particularly described as follows:

COMMENCING at a cut "X" found in concrete at the southeast corner of the Carramerica Realty, L.P. (Carramerica) tract, said point being at the intersection of the westerly right-of-way line of Spectrum Drive (80 foot wide right-of-way) with the northerly right-of-way line of Arapaho Road (60 foot wide right-of-way);

THENCE North 00 degrees 11 minutes 10 seconds West along the easterly line of said Carramerica tract and westerly right-of-way line of Spectrum Drive a distance of 154.66 feet to a cut "X" found in concrete for the POINT OF BEGINNING of this tract;

- (1) THENCE North 00 degrees 11 minutes 10 seconds West a distance of 139.90 feet to a cut "X" set in concrete for a corner on the northeasterly line of said Carramerica tract;
- (2) THENCE South 60 degrees 11 minutes 10 seconds East along the northeasterly line of said Carramerica tract a distance of 34.09 feet to a cut "X" found in concrete for the northeasterly corner of said Carramerica tract, said point being the beginning of a non-tangent curve to the left, having a central angle of 27 degrees 01 minutes 16 seconds, a radius of 270.42 feet, and being subtended by a 126.35 foot chord bearing South 13 degrees 19 minutes 28 seconds West;
- (3) THENCE Southerly along said curve to the left and westerly right-of-way line of Spectrum Drive an arc distance of 127.53 feet to the POINT OF BEGINNING, CONTAINING 0.033 of an acre of land, more or less.

*Need on
this
page*



Signature

***** -COMM. JOURNAL- ***** DATE 01-26-1998 ***** TIME 01:59PM ** P.1

MODE = TRANSMISSION

START=01-26 01:58PM

END=01-26 01:59PM

NO.	CDM	SPEED NO	STATION NAME/ TELEPHONE NO.	PAGES
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001	OK	2	92148710757	002
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-Addison Svc Ctr -Upstairs-

***** (FAX-200 02.17)* - 972 450 2834- *****

William H. Vandersraaten
Vice President/Market Officer

CarrAmerica®

CarrAmerica Realty Corporation
14901 Quorum Drive, Suite 100
Dallas, Texas 75240
Phone 972.404.2200 Fax 972.404.2201
Direct Line 972.404.2211
E-Mail: wvanders@carramerica.com

Chris G. Hendricks, CPM®, RPA
General Manager

CarrAmericaSM

CarrAmerica Realty Corporation
14901 Quorum Drive, Suite 180
Dallas, Texas 75240
Phone 972.386.8141 Fax 972.386.4923
E-Mail: chendric@carramerica.com

Scottie Breault-Comer, CPM®, RPA
Property Manager

*2
Ext 216

CarrAmerica®

CarrAmerica Realty Corporation
14901 Quorum Drive, Suite 100
Dallas, Texas 75240
Phone 972.404.2200 Fax 972.404.2201
E-Mail: sbreault@carramerica.com



Public Works / Engineering

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

LETTER OF TRANSMITTAL

DATE	1-12-98	JOB NO.
ATTENTION	Scottie Breaux	
RE:	Arapaho Road	
	Exchange Agreement	

TO Carr America
14901 Quorum #100

GENTLEMAN:

WE ARE SENDING YOU

- Shop Drawings
- Copy of letter

- Attached
- Prints
- Change order

- Under separate cover via _____ the following items:
- Plans Samples Specifications
- _____

COPIES	DATE	NO.	DESCRIPTION
3			Exchange Agreement
3			Special Warranty Deed - Carr America to Addison
3			Special Warranty Deed - Addison to Carr America

THESE ARE TRANSMITTED as checked below:

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

REMARKS Please return 2 original signed
copies to me

Thanks

COPY TO _____

SIGNED: Jan P... [Signature]

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

EXCHANGE AGRI

This Exchange Agreement is entered into by (and the Town of Addison ("Addison").

WHEREAS, Carramerica is the owner of a tra (3695.33 square feet) and a tract of real property con both tracts of land located in Dallas County, Texas, a

It shall be considered a closing cost to be paid by Addison.

WHEREAS, Addison is the owner of a tract of real property containing 0.1034 acres (4502.78 square feet) of land located in Dallas County, Texas, and more particularly described below; and

WHEREAS, the parties agree that it is in the best interest of each of them to exchange such tracts, each conveying to the other, as described below;

NOW, THEREFORE, in consideration of the conveyances, each to the other, and the mutual promises and considerations described herein, the parties agree as follows:

1. Carramerica agrees to sell and convey by Special Warranty Deed to Addison all right, title and interest in and to those certain tracts of real property situated in the G.W. Fisher Survey, Abstract No. 482, Town of Addison, Dallas County, Texas, and consisting of 0.0848 acres and 0.033 acres of land, more particularly described as Parcels 6-1-R and 6-2 on the maps attached hereto as Exhibit I and II, and more particularly described in Exhibits III and IV, which are attached hereto and incorporated herein.

2. Addison agrees to sell and convey by Special Warranty Deed to Carramerica all right title and interest in and to that certain tract of real property situated in the G.W. Fisher Survey, Abstract No. 482, Town of Addison, Dallas County, Texas, and consisting of 0.1034 acres of land, more particularly identified as Parcel 7-R, on the Map attached hereto as Exhibit V, and more particularly described in Exhibit VI which is attached hereto and incorporated herein.

3. Closing shall occur at Hexter-Fair Title Company, 8333 Douglas Avenue, Suite 130, Dallas, Texas 75225, attention Ms. Carol Erick, 214-373-9999, on or before 12:00 o'clock noon on _____, 1998. Addison agrees to pay all closing costs incurred in connection with the exchange and conveyance of these tracts of real property. Each party shall pay its own attorney fees. If either party hereto desires to obtain an Owners Policy of Title Insurance in connection with its acquisition of a tract of real property pursuant hereto it shall do so at its own cost and expense.

4. The parties mutually agree that the Fair Market Value of Parcels 6-1-R and 6-2 combined is equal to the Fair Market Value of Parcel 7-R.

5. The parties hereto warrant and represent, each to the other, the authority of the person signing below to act on behalf of such party, and that this transaction has been duly authorized.

WITNESS our hands this _____ day of January, 1998.

Carramerica Realty, L.P.

By: _____
Authorized Representative

TOWN OF ADDISON

By: _____
Ron Whitehead, City Manager

ATTEST:

Carmen Moran, City Secretary

POINT OF BEGINNING
(PARCEL 6-1-R)

QUORUM DRIVE

N 89°48'50" E
13.28' 5/8" I.P. FND.
W/H-2 ON CAP
N 89°48'50" E
28.94'

N 0°11'10" W - 140.57'

I.P.S.
S 57°47'27" W
22.34'

0.0848
acres

Area = 3695.33 SQ. FT.

OUTSIDE FACE OF STRUCTURE

CARRAMERICA REALTY, L.P.
VOL. 97055, PG. 3445

G.W. FISHER SURVEY, ABST. NO. 482
DALLAS COUNTY, TEXAS

CURVE DATA
Δ = 18°40'21"
R = 470.00'
T = 77.27'
L = 153.17'
CB=S 9°08'59" W
CD=152.49'

CURVE DATA
Δ = 18°40'21"
R = 460.00'
T = 75.63'
L = 149.91'
CB=N 9°08'59" E
CD=149.25'

80' R.O.W.

CURVE DATA
Δ = 18°40'21"
R = 100.00'
T = 16.44'
L = 32.59'
CB=S 9°08'59" W
CD=32.45'

CURVE DATA
Δ = 18°40'21" I.P. FND.
R = 110.00'
T = 18.08'
L = 35.85'
CB=N 9°08'59" E
CD=35.69' I.P. FND.

N 0°11'10" W
26.92' X FND.
N 44°50'06" W
14.23'

I.P.S.
S 0°11'10" E
37.04'
N 44°50'06" W
7.11'
I.P.S.
I.P. FND.

N 89°50'06" W - 355'00"

ARAPAHO ROAD

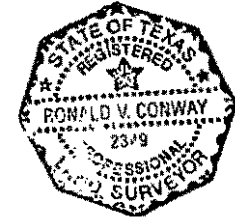
60' R.O.W.

SPECTRUM DRIVE
(QUORUM LOOP NORTH)

80' R.O.W.

X FND.

SCALE:1=50'



Ronald V. Conway 12/29/97

ALL IRON PINS SET ARE 1/2-INCH & IDENTIFIED
BY A YELLOW PLASTIC CAP STAMPED WITH "SJ&F".

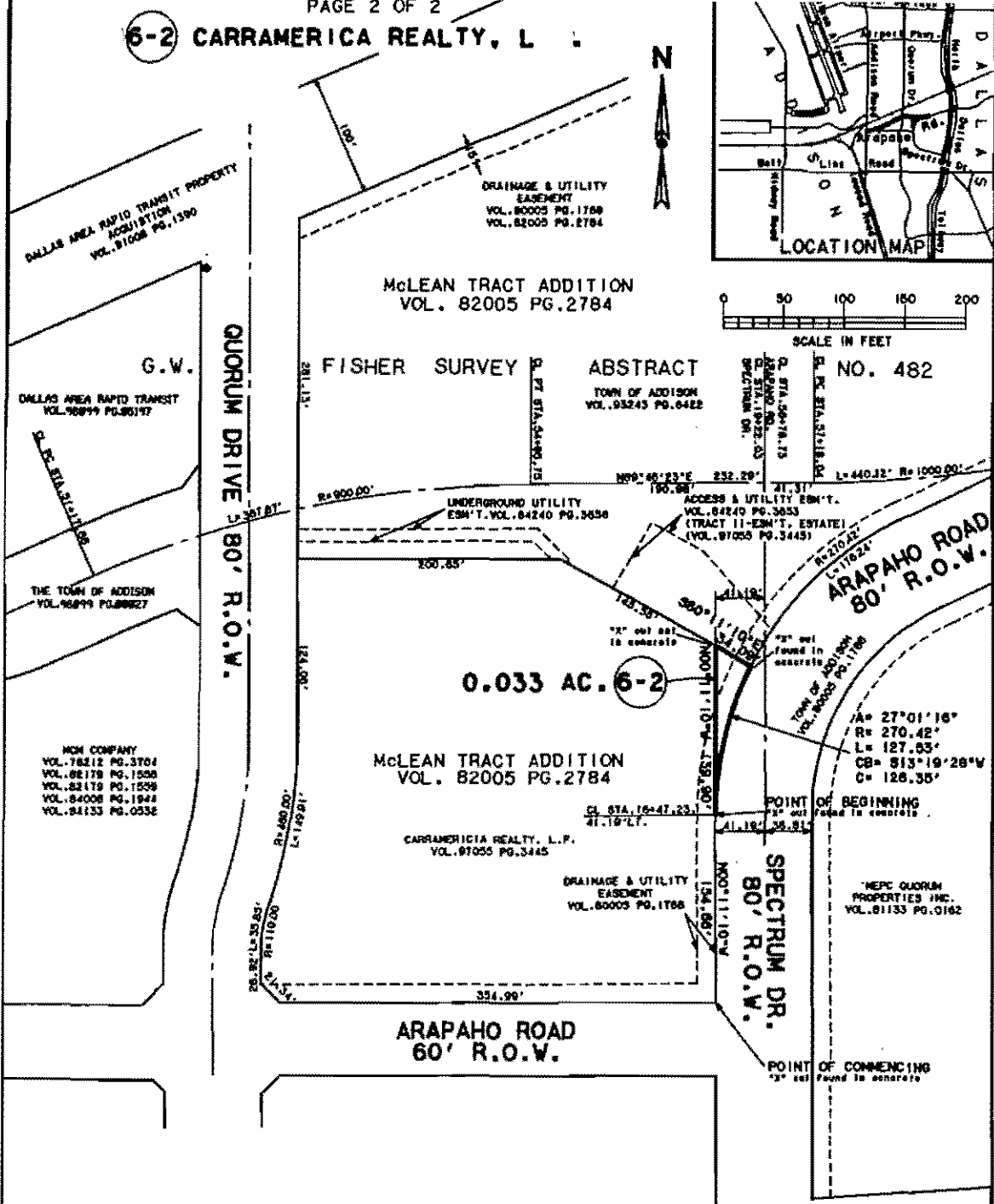
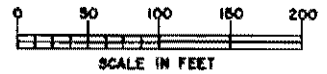
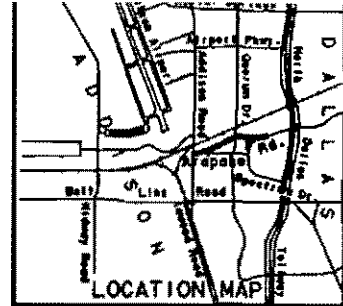
TOWN OF ADDISON, TEXAS

CARRAMERICA REALTY, L.P.
RIGHT-OF-WAY ACQUISITION PLAT

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

DEC., 1997

6-2 CARRAMERICA REALTY, L.P.



LEGEND
I.R.F. = IRON ROD FOUND
I.R.S. = 5/8" IRON ROD SET WITH
NUTTY-ZOLLARS CAP

This is to certify that the above survey was made under my supervision on October 8, 1997 and that the measurements and bounds shown thereon are true and correct to the best of my knowledge.

For Nutty-Zollars, Inc.
[Signature] 12-18-97
ERIC J. HAROLD, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4862

BASES OF BEARINGS: The bearing of S 07°00' E along the west right-of-way line of Quorum Drive as per deed by the Town of Addison recorded in Volume 58208, Page 00027, Deed Records, Dallas County, Texas.

HUITT-ZOLLARS
8151 ROCKNEY AVENUE/SUITE 900
DALLAS, TEXAS 75241-9133

ARAPAHO ROAD
RIGHT-OF-WAY EXHIBIT
TOWN OF ADDISON, TEXAS

For: Town of Addison Public Works
16801 Westgrove, Addison, TX 75001
EXHIBIT PARCEL NO. 6-2
OWNER: CARRAMERICA REALTY, L.P.
AREA: 0.033 ACRE DATE: OCT. 8, 1997

Exhibit II

**FIELD NOTE DESCRIPTION
FOR
RIGHT-OF-WAY ACQUISITION
ACROSS
CARRAMERICA REALTY, L.P.**

PARCEL 6-1-R

Being a parcel of land for right-of-way located in the Town of Addison, Texas and in the G.W. Fisher. Survey, Abstract No. 482, Dallas County, Texas and being out the McLean Tract Addition to the Town of Addison, and being over, under and across a 2.863 acre tract of land conveyed to CarrAmerica Realty, L.P., a Delaware limited partnership, in Volume 97055, Page 3445 of the Deed Records of Dallas County, Texas, said right-of-way being more particularly described as follows:

BEGINNING at an iron pin found at the northwest corner of said CarrAmerica tract, said iron pin also being in the east right-of-way line of Quorum Drive, (an 80 foot right-of-way);

THENCE N 89°48'50" E along the north line of said CarrAmerica tract, 13.28 feet to an iron pin found and continuing for a total distance of 28.94 feet to an iron pin found for a corner;

THENCE S 57°47'27" W, a distance of 22.34 feet to an iron pin for a corner;

THENCE S 0°11'10" E, a distance of 128.72 feet to an iron pin, said iron pin being to a point of curvature of a curve to right, said curve having a radius of 470.00 feet, a central angle of 18°40'21", a tangent distance of 77.27 feet and a chord bearing of S 9°08'59" W, a distance of 152.49 feet;

THENCE along said curve to the right, a distance of 153.17 feet to an iron pin, said iron pin being the point for a reverse curve to the left, said curve to the left having a radius 100.00 feet, a central angle of 18°40'21", a tangent distance of 16.44 feet and a chord bearing of S 9°08'59" W, a distance of 32.45 feet;

THENCE along said curve to the left, distance of 32.59 feet to an iron pin, said iron pin being a point of tangency;

THENCE S 0°11'10" E, a distance of 37.04 feet to an iron pin for a corner, said corner being N 89°50'06" W, 355.00 feet and N 44°50'06" W, 7.11 feet from the most easterly southeast corner of said CarrAmerica tract as evidenced by an X found cut in a concrete sidewalk;

THENCE N 44°50'06" W, along the south line of said CarrAmerica tract and along a corner clip at the northeast corner of Arapaho Road, (a 60 foot right-of-way) and Quorum Drive, (an 80 foot right-of-way), for a distance of 14.23 feet to an X found cut in a concrete sidewalk for a corner;

THENCE N 0°11'10" W, along the west line of said CarrAmerica tract and along the east right-of-way line of said Quorum Drive, for a distance of 26.92 feet to an iron pin found, said iron pin being a point of curvature of a curve to the right, said curve to the right having a radius of 110.00 feet, a central angle of 18°40'21", a tangent distance of 18.08 feet and a chord bearing of N 9°08'59" E a distance of 35.69 feet;

THENCE along said curve the right, for a distance of 35.85 feet to an iron pin found, said iron pin being a point for a reverse curve to the left, said curve to the left having a radius 460.00 feet, a central angle of 18°40'21", a tangent of 75.63 feet and a chord bearing of N 9°08'59" E, a distance of 149.25 feet;

THENCE along said curve the left, for a distance of 149.91 feet to the point of tangency;

THENCE N 0°11'10" W, along the west line of said CarrAmerica tract and along the east right-of-way line of said Quorum Drive, a distance of 140.57 feet to the POINT OF BEGINNING and containing 3695.33 square feet of land.



Donald V. Conway
12/29/97

LAND DESCRIPTION

**PARCEL NO. 6-2
ARAPAHO ROAD
OCTOBER 8, 1997**

BEING 0.033 of an acre tract of land situated in the G.W. Fisher Survey, Abstract No. 482, Town of Addison, Dallas County, Texas and being a portion of that tract of land described in instrument to Carramerica Realty, L.P. as recorded in Volume 97055 Page 3445 of the Deed Records of Dallas County, Texas and being a part of McLean Tract, an addition to the Town of Addison, Texas as recorded in Volume 82005, Page 2784 of the Deed and Map Records, Dallas County, Texas and being more particularly described as follows:

COMMENCING at a cut "X" found in concrete at the southeast corner of the Carramerica Realty, L.P. (Carramerica) tract, said point being at the intersection of the westerly right-of-way line of Spectrum Drive (80 foot wide right-of-way) with the northerly right-of-way line of Arapaho Road (60 foot wide right-of-way);

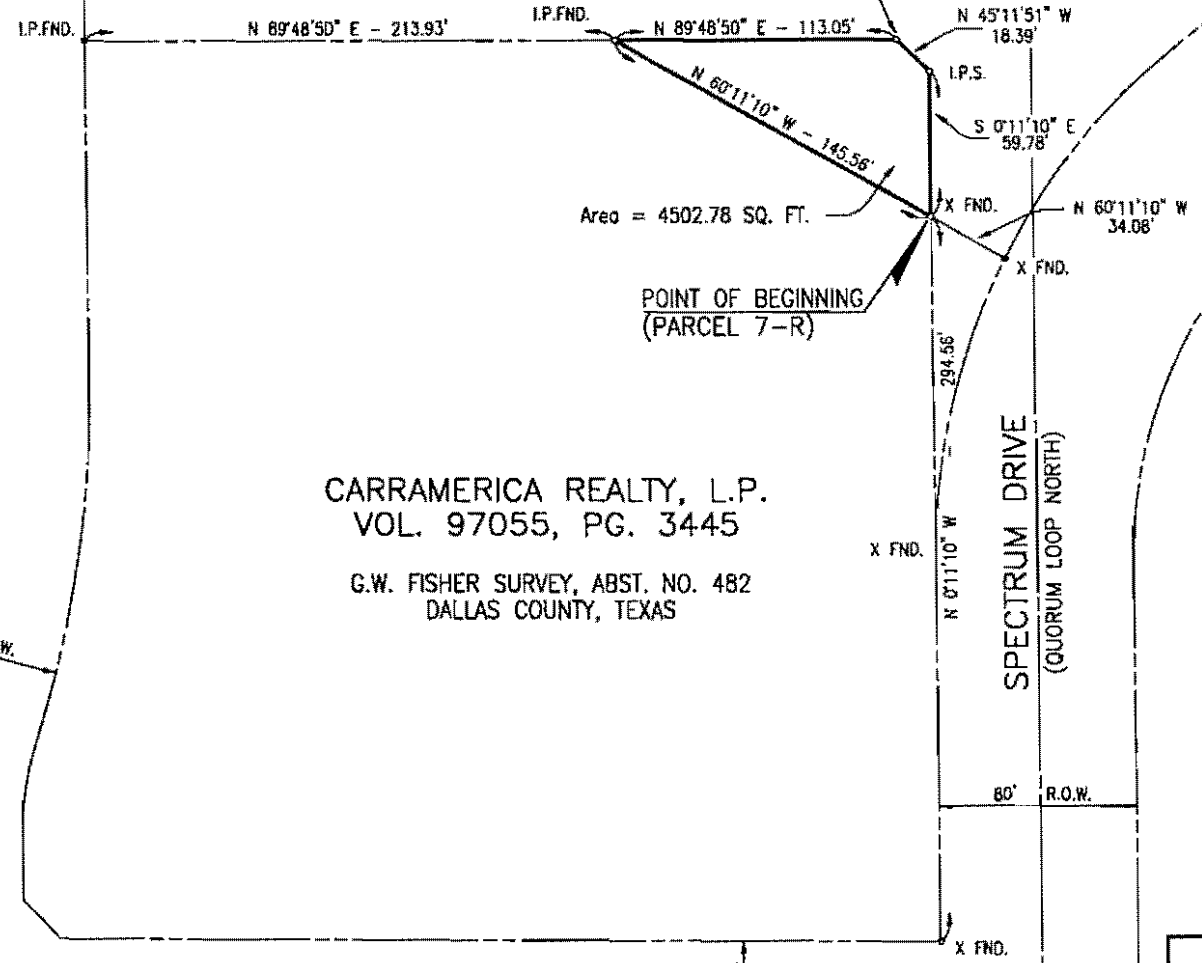
THENCE North 00 degrees 11 minutes 10 seconds West along the easterly line of said Carramerica tract and westerly right-of-way line of Spectrum Drive a distance of 154.66 feet to a cut "X" found in concrete for the POINT OF BEGINNING of this tract;

- (1) THENCE North 00 degrees 11 minutes 10 seconds West a distance of 139.90 feet to a cut "X" set in concrete for a corner on the northeasterly line of said Carramerica tract;
- (2) THENCE South 60 degrees 11 minutes 10 seconds East along the northeasterly line of said Carramerica tract a distance of 34.09 feet to a cut "X" found in concrete for the northeasterly corner of said Carramerica tract, said point being the beginning of a non-tangent curve to the left, having a central angle of 27 degrees 01 minutes 16 seconds, a radius of 270.42 feet, and being subtended by a 126.35 foot chord bearing South 13 degrees 19 minutes 28 seconds West;
- (3) THENCE Southerly along said curve to the left and westerly right-of-way line of Spectrum Drive an arc distance of 127.53 feet to the POINT OF BEGINNING, CONTAINING 0.033 of an acre of land, more or less.

FUTURE ROAD

THE McLEAN TRACT ADDITION VOL. 82005, PG. 2784

QUORUM DRIVE



Area = 4502.78 SQ. FT.

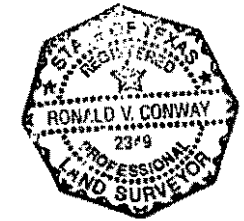
POINT OF BEGINNING
(PARCEL 7-R)

CARRAMERICA REALTY, L.P.
VOL. 97055, PG. 3445

G.W. FISHER SURVEY, ABST. NO. 482
DALLAS COUNTY, TEXAS

SPECTRUM DRIVE
(QUORUM LOOP NORTH)

SCALE: 1"=50'



Ronald V. Conway 12/12/97

ALL IRON PINS SET ARE 1/2-INCH & IDENTIFIED BY A YELLOW PLASTIC CAP STAMPED WITH "SJ&F".

TOWN OF ADDISON, TEXAS

CARRAMERICA REALTY, L.P.
RIGHT-OF-WAY ABANDONMENT PLAT

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

DEC., 1997

EXHIBIT V

Date: 12/17/97

**FIELD NOTE DESCRIPTION
FOR
RIGHT-OF-WAY ABANDONMENT**

TOWN OF ADDISON, TEXAS

PARCEL 7-R

Being a parcel of land out of street right-of-way located in the Town of Addison, Texas and in the G.W. Fisher Survey, Abstract No. 482, Dallas County, Texas and being over, under and across a remaining tract of land out of an original 9.645 acre tract of land in The McLean Tract Addition conveyed to the Town of Addison, Texas by deed now of record in Volume 82005, Page 2784 of the Deed Records of Dallas County, Texas, said right-of-way being more particularly described as follows:

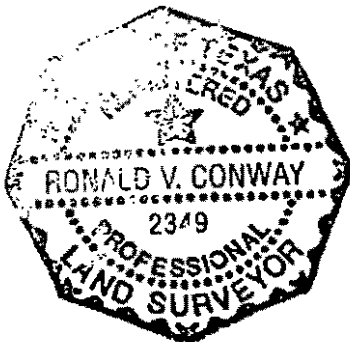
BEGINNING, at an X found cut in a concrete driveway, said X being N 0°11'10" W, a distance of 294.56 from the original southeast corner of said 9.645 acre tract and the southeast corner of a 2.863 acre tract of land conveyed to CarrAmerica Realty L.P., a Delaware limited partnership, in Volume 97055, Page 3445 of the Deed Records of Dallas County, Texas, as evidenced by an X found cut in a concrete sidewalk, said X also being where the west right-of-way of Spectrum Drive, (an 80 foot right-of-way) intersects with the north right-of-way line of Arapaho Road (an 60 foot right-of-way), and said Point of Beginning also being N 60°11'10" W, 34.08 feet from the most easterly northeast corner of said 2.863 acre tract of land as evidenced by an X found cut in concrete pavement;

THENCE N 60°11'10" W, along the most easterly north line of said 2.863 acre tract for a distance of 145.56 feet to an iron pin found for a corner;

THENCE N 89°48'50" E, a distance of 113.05 feet to an iron pin for a corner;

THENCE N 45°11'51" W, a distance of 18.39 feet to an iron pin for a corner;

THENCE S 0°11'10" E, a distance of 59.78 feet to the POINT OF BEGINNING and containing 4502.78 square feet of land.



Ronald V. Conway
12/17/97

State of Texas §
County of Dallas §

SPECIAL WARRANTY DEED

DATE:

GRANTOR'S NAME: Carramerica Realty, L.P.

GRANTEE'S NAME: Town of Addison, Texas

GRANTEE'S ADDRESS: Addison Town Hall
5300 Belt Line Road
Addison, Texas 75240

CONSIDERATION:

Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor.

PROPERTY DESCRIPTION:

- (a) 0.0848 acres (3695.33 square feet) tract of land situated in Dallas County, Texas and being more particularly described by metes and bounds in Exhibit "A" attached hereto;
- (b) 0.033 acres (1437.48 square feet) tract of land situated in Dallas County, Texas and being more particularly described by metes and bounds in Exhibit "B" attached hereto;
- (c) the buildings, structures, fixtures, and improvements, if any, located on the land;
- (d) all interest of Grantor, if any, in (i) strips and gores between the land and abutting properties, and (ii) land lying in or under the bed of any street, alley, road or right-of-way, abutting or adjacent to the land; and
- (e) all rights and appurtenances associated with the foregoing.

The land, improvements, and appurtenances described above are referred to collectively as the "Property."

CONVEYANCE:

Grantor, for the stated consideration, hereby grants, bargains, sells, transfers, assigns, and conveys to Grantee the Property, to have and hold the Property, subject to the Permitted Exceptions (defined below) to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever, and Grantor binds Grantor and Grantor's heirs, executors, administrators, successors and assigns to WARRANT and FOREVER DEFEND all and singular the Property, subject to the Permitted Exceptions 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, when the claim is by, through or under Grantor but not otherwise.

PERMITTED EXCEPTIONS

This conveyance is made and accepted subject to the Permitted Exceptions described in Exhibit "C" attached hereto

MISCELLANEOUS:

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

EXECUTED effective as of (but not necessarily on) the date first above written.

Carramerica Realty, L.P.

By: _____
Print Name: _____

Title:

State of Texas §
 §
County of Dallas §

This instrument was acknowledged before me on this ___ day of _____, 1998, by _____, an authorized representative of Carramerica Realty, L.P. on behalf of said company.

Commission Expires:

Notary Public, State of Texas
Printed name:

**FIELD NOTE DESCRIPTION
FOR
RIGHT-OF-WAY ACQUISITION
ACROSS
CARRAMERICA REALTY, L.P.**

PARCEL 6-1-R

Being a parcel of land for right-of-way located in the Town of Addison, Texas and in the G.W. Fisher. Survey, Abstract No. 482, Dallas County, Texas and being out the McLean Tract Addition to the Town of Addison, and being over, under and across a 2.863 acre tract of land conveyed to CarrAmerica Realty, L.P., a Delaware limited partnership, in Volume 97055, Page 3445 of the Deed Records of Dallas County, Texas, said right-of-way being more particularly described as follows:

BEGINNING at an iron pin found at the northwest corner of said CarrAmerica tract, said iron pin also being in the east right-of-way line of Quorum Drive, (an 80 foot right-of-way);

THENCE N 89°48'50" E along the north line of said CarrAmerica tract, 13.28 feet to an iron pin found and continuing for a total distance of 28.94 feet to an iron pin found for a corner;

THENCE S 57°47'27" W, a distance of 22.34 feet to an iron pin for a corner;

THENCE S 0°11'10" E, a distance of 128.72 feet to an iron pin, said iron pin being to a point of curvature of a curve to right, said curve having a radius of 470.00 feet, a central angle of 18°40'21", a tangent distance of 77.27 feet and a chord bearing of S 9°08'59" W, a distance of 152.49 feet;

THENCE along said curve to the right, a distance of 153.17 feet to an iron pin, said iron pin being the point for a reverse curve to the left, said curve to the left having a radius 100.00 feet, a central angle of 18°40'21", a tangent distance of 16.44 feet and a chord bearing of S 9°08'59" W, a distance of 32.45 feet;

THENCE along said curve to the left, distance of 32.59 feet to an iron pin, said iron pin being a point of tangency;

THENCE S 0°11'10" E, a distance of 37.04 feet to an iron pin for a corner, said corner being N 89°50'06" W, 355.00 feet and N 44°50'06" W, 7.11 feet from the most easterly southeast corner of said CarrAmerica tract as evidenced by an X found cut in a concrete sidewalk;

THENCE N 44°50'06" W, along the south line of said CarrAmerica tract and along a corner clip at the northeast corner of Arapaho Road, (a 60 foot right-of-way) and Quorum Drive, (an 80 foot right-of-way), for a distance of 14.23 feet to an X found cut in a concrete sidewalk for a corner;

THENCE N 0°11'10" W, along the west line of said CarrAmerica tract and along the east right-of-way line of said Quorum Drive, for a distance of 26.92 feet to an iron pin found, said iron pin being a point of curvature of a curve to the right, said curve to the right having a radius of 110.00 feet, a central angle of 18°40'21", a tangent distance of 18.08 feet and a chord bearing of N 9°08'59" E a distance of 35.69 feet;

THENCE along said curve the right, for a distance of 35.85 feet to an iron pin found, said iron pin being a point for a reverse curve to the left, said curve to the left having a radius 460.00 feet, a central angle of 18°40'21", a tangent of 75.63 feet and a chord bearing of N 9°08'59" E, a distance of 149.25 feet;

THENCE along said curve the left, for a distance of 149.91 feet to the point of tangency;

THENCE N 0°11'10" W, along the west line of said CarrAmerica tract and along the east right-of-way line of said Quorum Drive, a distance of 140.57 feet to the POINT OF BEGINNING and containing 3695.33 square feet of land.



Ronald V. Conway
12/29/97

LAND DESCRIPTION

**PARCEL NO. 6-2
ARAPAHO ROAD
OCTOBER 8, 1997**

BEING 0.033 of an acre tract of land situated in the G.W. Fisher Survey, Abstract No. 482, Town of Addison, Dallas County, Texas and being a portion of that tract of land described in instrument to Carramerica Realty, L.P. as recorded in Volume 97055 Page 3445 of the Deed Records of Dallas County, Texas and being a part of McLean Tract, an addition to the Town of Addison, Texas as recorded in Volume 82005, Page 2784 of the Deed and Map Records, Dallas County, Texas and being more particularly described as follows:

COMMENCING at a cut "X" found in concrete at the southeast corner of the Carramerica Realty, L.P. (Carramerica) tract, said point being at the intersection of the westerly right-of-way line of Spectrum Drive (80 foot wide right-of-way) with the northerly right-of-way line of Arapaho Road (60 foot wide right-of-way);

THENCE North 00 degrees 11 minutes 10 seconds West along the easterly line of said Carramerica tract and westerly right-of-way line of Spectrum Drive a distance of 154.66 feet to a cut "X" found in concrete for the POINT OF BEGINNING of this tract;

- (1) THENCE North 00 degrees 11 minutes 10 seconds West a distance of 139.90 feet to a cut "X" set in concrete for a corner on the northeasterly line of said Carramerica tract;
- (2) THENCE South 60 degrees 11 minutes 10 seconds East along the northeasterly line of said Carramerica tract a distance of 34.09 feet to a cut "X" found in concrete for the northeasterly corner of said Carramerica tract, said point being the beginning of a non-tangent curve to the left, having a central angle of 27 degrees 01 minutes 16 seconds, a radius of 270.42 feet, and being subtended by a 126.35 foot chord bearing South 13 degrees 19 minutes 28 seconds West;
- (3) THENCE Southerly along said curve to the left and westerly right-of-way line of Spectrum Drive an arc distance of 127.53 feet to the POINT OF BEGINNING, CONTAINING 0.033 of an acre of land, more or less.

Exhibit B

Permitted Reservations From and Exceptions to Conveyance and Warranty:

This deed is subject to all easements, conditions, covenants, and other instruments of record.

Exhibit "C"

State of Texas §
County of Dallas §

SPECIAL WARRANTY DEED

DATE:

GRANTOR'S NAME: Town of Addison, Texas

GRANTEE'S NAME: Carramerica Realty, L.P.

GRANTEE'S ADDRESS: _____

CONSIDERATION:

Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor.

PROPERTY DESCRIPTION:

- (a) 0.1034 acres (4502.78 square feet) of land situated in Dallas County, Texas and being more particularly described by metes and bounds in Exhibit "A" attached hereto;
- (b) the buildings, structures, fixtures, and improvements, if any, located on the land;
- (c) all interest of Grantor, if any, in (i) strips and gores between the land and abutting properties, and (ii) land lying in or under the bed of any street, alley, road or right-of-way, abutting or adjacent to the land; and
- (d) all rights and appurtenances associated with the foregoing.

The land, improvements, and appurtenances described above are referred to collectively as the "Property."

CONVEYANCE:

Grantor, for the stated consideration, hereby grants, bargains, sells, transfers, assigns, and conveys to Grantee the Property, to have and hold the Property, subject to the Permitted Exceptions (defined below) to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever, and Grantor binds Grantor and Grantor's heirs, executors, administrators and successors to WARRANT and FOREVER DEFEND all and singular the Property, subject to the Permitted Exceptions 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, when the claim is by, through, or under Grantor but not otherwise.

PERMITTED EXCEPTIONS

This conveyance is made and accepted subject to the Permitted Exceptions described in Exhibit "B" attached hereto

MISCELLANEOUS:

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

EXECUTED effective as of (but not necessarily on) the date first above written.

Town of Addison

By: _____

Print Name: _____

Title:

State of Texas §

§

County of Dallas §

This instrument was acknowledged before me on this ___ day of _____, 1998, by _____, an authorized representative of The Town of Addison, a municipal corporation, on behalf of said corporation.

Commission Expires:

Notary Public, State of Texas

Printed name:

Date:12/17/97

**FIELD NOTE DESCRIPTION
FOR
RIGHT-OF-WAY ABANDONMENT**

TOWN OF ADDISON, TEXAS

PARCEL 7-R

Being a parcel of land out of street right-of-way located in the Town of Addison, Texas and in the G.W. Fisher. Survey, Abstract No. 482, Dallas County, Texas and being over, under and across a remaining tract of land out of an original 9.645 acre tract of land in The McLean Tract Addition conveyed to the Town of Addison, Texas by deed now of record in Volume 82005, Page 2784 of the Deed Records of Dallas County, Texas, said right-of-way being more particularly described as follows:

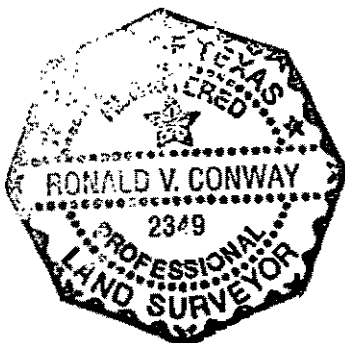
BEGINNING, at an X found cut in a concrete driveway, said X being $N 0^{\circ}11'10'' W$, a distance of 294.56 from the original southeast corner of said 9.645 acre tract and the southeast corner of a 2.863 acre tract of land conveyed to CarrAmerica Realty L.P., a Delaware limited partnership, in Volume 97055, Page 3445 of the Deed Records of Dallas County, Texas, as evidenced by an X found cut in a concrete sidewalk, said X also being where the west right-of-way of Spectrum Drive, (an 80 foot right-of-way) intersects with the north right-of-way line of Arapaho Road (an 60 foot right-of-way), and said Point of Beginning also being $N 60^{\circ}11'10'' W$, 34.08 feet from the most easterly northeast corner of said 2.863 acre tract of land as evidenced by an X found cut in concrete pavement;

THENCE $N 60^{\circ}11'10'' W$, along the most easterly north line of said 2.863 acre tract for a distance of 145.56 feet to an iron pin found for a corner;

THENCE $N 89^{\circ}48'50'' E$, a distance of 113.05 feet to an iron pin for a corner;

THENCE $N 45^{\circ}11'51'' W$, a distance of 18.39 feet to an iron pin for a corner;

THENCE $S 0^{\circ}11'10'' E$, a distance of 59.78 feet to the POINT OF BEGINNING and containing 4502.78 square feet of land.



Ronald V. Conway
12/17/97

Permitted Reservations From and Exceptions to Conveyance and Warranty:

This deed is subject to all easements, conditions, covenants, and other instruments of record.

Exhibit "B"

COWLES & THOMPSON

A PROFESSIONAL CORPORATION

ATTORNEYS AT LAW

901 MAIN STREET, SUITE 4000
DALLAS, TEXAS 75202-3783

TELEPHONE (214) 672-2000

METRO (972) 263-0006

FAX (214) 672-2020

CHARLES SORRELLS
(1826-1882)

114 E. LOUISIANA ST., SUITE 200
MCKINNEY, TEXAS 75068-4463
TELEPHONE (972) 642-6000

100 W. ADAMS AVE., SUITE 321
P.O. BOX 785
TEMPLE, TEXAS 76503-0785
TELEPHONE (254) 771-2800

ONE AMERICAN CENTER, SUITE 777
808 E.S.E. LOOP 323
TYLER, TEXAS 75701-9684
TELEPHONE (803) 678-7500

HARDY E. THOMPSON, III
(214) 672-2103
HETHOMP@CTPCLAW.COM

January 9, 1998

Mr. Jim Pierce
Town of Addison
P.O. Box 144
Addison, TX 75001-0144

Re: Carramerica Realty, L.P. and the Town of Addison

Dear Jim:

As you requested, we enclose four copies of the following documents:

1. Exchange Agreement between Carramerica Realty, L.P. and the Town of Addison;
2. Special Warranty Deed with Carramerica Realty, L.P. as Grantor and Town of Addison as Grantee; and
3. Special Warranty Deed with Town of Addison as Grantor and Carramerica Realty, L.P. as Grantee.

We have revised the documents to reflect the new maps and legal descriptions for the various tracts (6-1-R and 7-R) which you have sent us.

Please provide me with a copy of each of these documents once they are fully executed so that our file will be complete. Also, please do not hesitate to call me if you have questions or if additional documentation is needed.

Sincerely,


Hardy E. Thompson, III

HET/mj

