

2000-3 Arapaho Road
MEPC/Colonnade

TOWN OF
ADDISON

Faxed

PUBLIC WORKS

To: Steve Echols

From: **Jim Pierce, P.E.**

Company: Equity Office

Assistant City Engineer

Phone: 972/450-2879

FAX #: 972-851-7012

FAX: 972/450-2834

jpierce@ci.addison.tx.us

Date: 10-20-99

16801 Westgrove

P.O.Box 9010

of pages (including cover): 2

Addison, TX 75001-9010

Re: Colonnade - Parking / Fire Hydrant

Original in mail

Per your request

FYI

Call me

Comments: Steve: I looked at the situation

today and have attached a sketch

showing a slight movement of the

road that allows the hydrant to stay.

It looks like it would fit in the field.

My suggested alignment also lines up

with the curb to the south better. The

slight curvature also adds a little "interest"

to the road. There should be no difference

in cost to construct.

Hopefully this will work for you.

Please let me know what you

think.

Jim

= 07°34'29"
 = 270.43'
 = 17.90'
 = 35.75'
 = N52°05'11"E
 = 35.73'
 INSTALL 5" 3500 PSI
 CONC. PVMT. (typ)

IN DRIVEWAY FROM STREET TO
 TRUCK DOCK RAMP

MATCH PROP
 CURB BY OTHERS

PROP WALK
 BY OTHERS

ADJUST EX M.H. RIM
 TO MATCH PROP PVMT

IRB

3

N00°25'00"W
 136.68'

Exist
 Hydrant

MATCH EX
 CURB BY OTHERS

INSTALL 5" 3500 PSI
 INTEGRAL CURB (typ)

TO BE RELOCATED
 BY THE TOWN OF ADDISON

EXIST MOUN. SIGN TO BE
 REMOVED AND RELOCATED
 BY OWNER

MATCH EXIST
 CONC CURB

MATCH
 EX PVMT

MATCH PROP
 CURB BY OTHERS

EXIST CONC
 PVMT TO
 REMAIN

SIDEWALK WITH
 STEEL RAIL

1/2" IRF

317.82'

OVERHEAD
CANOPY

MOTOR BANK

FORMER PAD

INSTALL 5" 3500 PSI
 CONC. PVMT. (typ)

13 SPC @ 9'

332'R

RETAINING
BY OTHERS

INSTALL 7" 3500 PSI
 CONC. PVMT. (typ)

SAWCUT & REM
 EX DRIVE APPRO

Q DATA

$\Delta = 36^{\circ}09'53''$

$R = 362.00'$

$T = 118.20'$

$L = 228.49'$

CHBR=N79°58'11"W

DOWN
 #4 E
 10'

SAWCUT & REMOVE
 EXIST. CURB & PAVEMENT

MI
 PARK

DRIVE

R. O. W.)

1" = 40'

12 1/3' = 46.1

$\Delta = 45^{\circ}56'44''$
 $R = 90.00'$
 $T = 38.15'$
 $L = 72.18'$
 $CB = N71^{\circ}36'17''W$
 $CD = 70.25'$

40

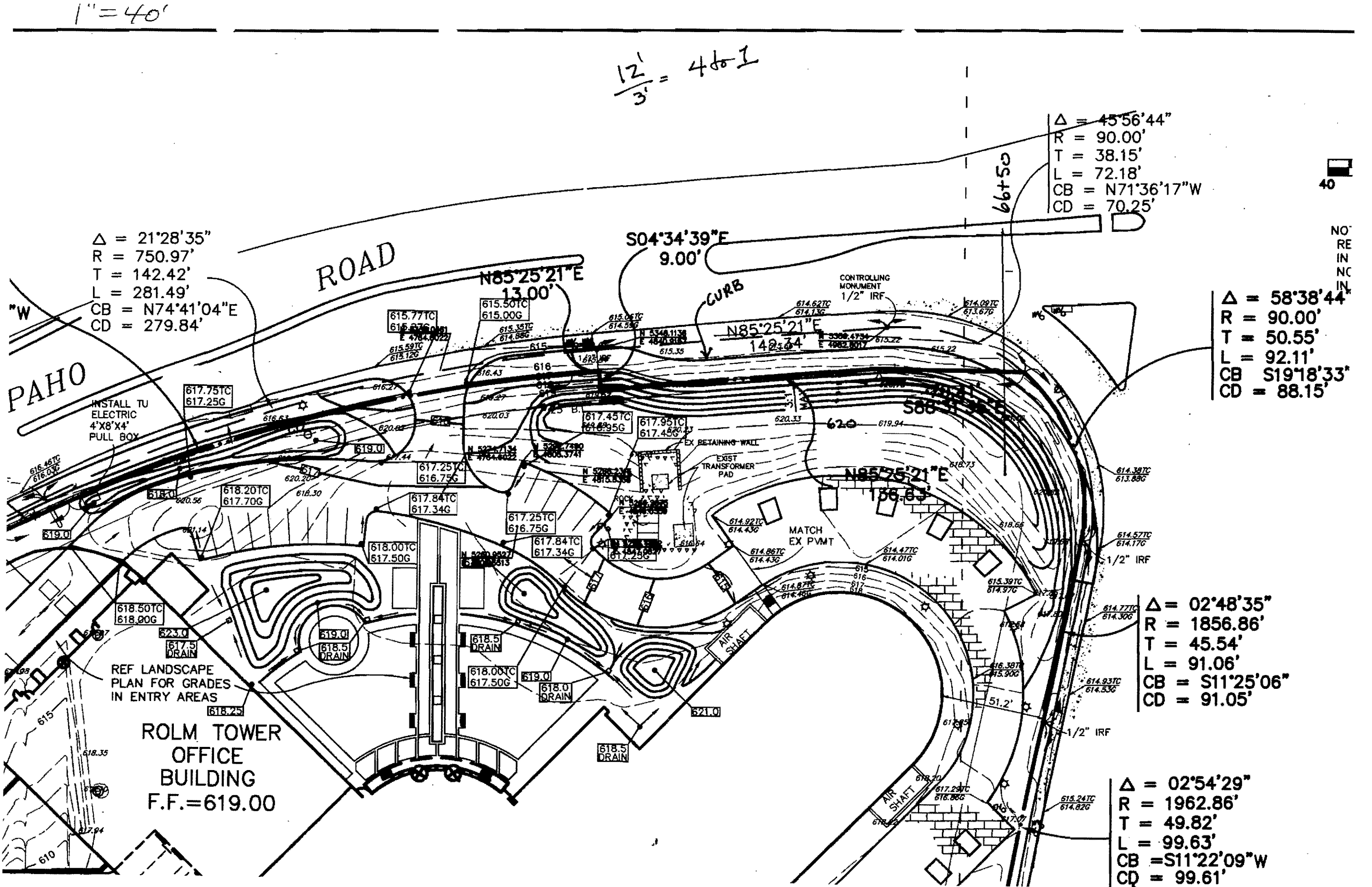
NO RE IN NC IN

$\Delta = 21^{\circ}28'35''$
 $R = 750.97'$
 $T = 142.42'$
 $L = 281.49'$
 $CB = N74^{\circ}41'04''E$
 $CD = 279.84'$

$\Delta = 58^{\circ}38'44''$
 $R = 90.00'$
 $T = 50.55'$
 $L = 92.11'$
 $CB = S19^{\circ}18'33''$
 $CD = 88.15'$

$\Delta = 02^{\circ}48'35''$
 $R = 1856.86'$
 $T = 45.54'$
 $L = 91.06'$
 $CB = S11^{\circ}25'06''$
 $CD = 91.05'$

$\Delta = 02^{\circ}54'29''$
 $R = 1962.86'$
 $T = 49.82'$
 $L = 99.63'$
 $CB = S11^{\circ}22'09''W$
 $CD = 99.61'$



LAND DESCRIPTION**PARCEL NO. 9
ARAPAHO ROAD
APRIL 14, 1998**

BEING 0.1549 of an acre tract of land situated in the G.W. Fisher Survey, Abstract No. 482, and the R. Wilburn Survey, Abstract No. 1580, Town of Addison, Dallas County, Texas and being a portion of the revised plat of Quorum North Offices, a 12.969 acre addition to the Town of Addison, Texas as recorded in Volume 82230, Page 0774 of the Deed Records, Dallas County, Texas, and being portions of a 12.969 acre tract of land described in instrument to MEPC QUORUM PROPERTIES, INC. as recorded in Volume 81133, Page 0162, Deed Records, Dallas County, Texas and that tract of land described as Tract 4 in instrument to MEPC QUORUM PROPERTIES II, INC. as recorded in Volume 87186, Page 3028, Deed Records, Dallas County, Texas and by correction deed recorded in Volume 88109, Page 1723, Deed Records, Dallas County, Texas, and being more particularly described as follows:

1. COMMENCING at a 1/2 inch iron rod found on the platted east right-of-way line of Spectrum Drive (80 foot wide right-of-way, originally platted as Quorum Loop North as per final plat of Quorum North, an addition to the Town of Addison, Texas, as recorded in Volume 80005, Page 1768, Deed Records, Dallas County, Texas), said point being North 00 degrees 11 minutes 10 seconds West, 317.82 feet from the southeast corner of said Quorum North Offices addition and the point of curvature of a curve to the right having a central angle of 64 degrees 21 minutes 46 seconds, a radius of 190.42 feet and being subtended by a 202.84 foot chord bearing North 31 degrees 59 minutes 43 seconds East ;
2. THENCE northeasterly along said curve to the right and platted easterly right-of-way line of Spectrum Drive and platted southeasterly right-of-way line of Arapaho Road, an arc distance of 213.91 feet to a 1/2 inch iron rod found at the end of said curve;
3. THENCE North 64 degrees 10 minutes 36 seconds East along the platted southeasterly right-of-way line of Arapaho Road (80 foot wide right-of-way, originally platted as Quorum Loop North) a distance of 259.09 feet to a 1/2 inch iron rod set with "Huitt-Zollars" cap for the POINT OF BEGINNING of this tract;
4. THENCE continuing North 64 degrees 10 minutes 36 seconds East along the platted southeasterly right-of-way line of Arapaho Road a distance of 109.82 feet to a 1/2 inch iron rod found for the point of curvature of a curve to the right having a central angle of 21 degrees 28 minutes 35 seconds, a radius of 750.96 feet and being subtended by a 279.84 foot chord bearing North 74 degrees 54 minutes 54 seconds East;
5. THENCE easterly along the platted southerly right-of-way line of Arapaho Road an arc distance of 281.49 feet to a 1/2 inch iron rod found at the end of said curve;
6. THENCE North 85 degrees 39 minutes 11 seconds East along the platted southerly line of Arapaho Road a distance of 142.34 feet to a brass cap monument found for the most northwesterly corner of Texas Turnpike Authority Right-of-Way Parcel No. 6-26 (for Dallas North Tollway) as described in instrument to the Texas Turnpike Authority, as recorded in Volume 90137, Page 3520, Deed Records, Dallas County, Texas, said point being the beginning of a curve to the right having a central angle of 45 degrees 56 minutes 54 seconds, a radius of 90.00 feet and being subtended by a 70.26 foot chord bearing South 71 degrees 22 minutes 22 seconds East;
7. THENCE southeasterly along said curve to the right and westerly line of said TTA Parcel No. 6-26 an arc distance of 72.18 feet to a 1/2 inch iron rod set with "Huitt-Zollars" cap for a corner;
8. THENCE North 88 degrees 17 minutes 45 seconds West departing said westerly line of TTA Parcel No.6-26 a distance of 70.41 feet to a 1/2 inch iron rod set with "Huitt-Zollars" cap for a corner;
9. THENCE South 85 degrees 39 minutes 11 seconds West parallel with and 20.00 feet southerly from the southerly right-of-way line of said Arapaho Road, a distance of 136.63 feet to a 1/2 inch iron rod set with "Huitt-Zollars" cap for a corner;

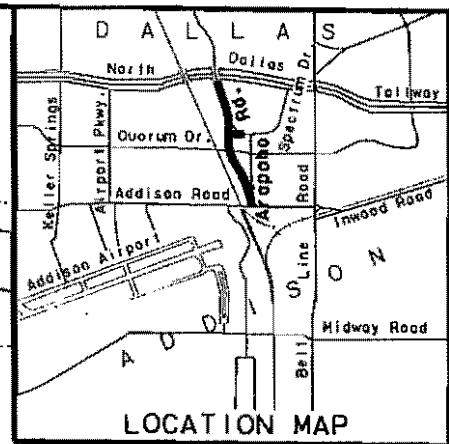
LAND DESCRIPTION

**PARCEL NO. 9
ARAPAHO ROAD
APRIL 14, 1998**

10. THENCE North 04 degrees 20 minutes 49 seconds West a distance of 9.00 feet to a 1/2 inch iron rod set with "Huitt-Zollars" cap for a corner;
11. THENCE South 85 degrees 39 minutes 11 seconds West parallel with and 11.00 feet southerly from the southerly right-of-way line of Arapaho Road a distance of 13.00 feet to a 1/2 inch iron rod set with "Huitt-Zollars" cap for the point of curvature of a curve to the left having a central angle of 19 degrees 49 minutes 05 seconds, a radius of 739.00 feet and being subtended by a 254.34 foot chord bearing South 75 degrees 44 minutes 38 seconds West;
12. THENCE westerly along said curve to the left an arc distance of 255.61 feet to a 1/2 inch iron rod set with "Huitt-Zollars" cap for the end of said curve;
13. THENCE South 65 degrees 50 minutes 06 seconds West a distance of 36.90 feet to a P-K nail set with "Huitt-Zollars" cap for the point of curvature of a curve to the right having a central angle of 04 degrees 31 minutes 57 seconds, a radius of 1051.00 feet and being subtended by a 83.12 foot chord bearing South 68 degrees 06 minutes 04 seconds West;
14. THENCE westerly along said curve to the right an arc distance of 83.14 feet to the POINT OF BEGINNING, CONTAINING 0.1549 of an acre of land, more or less.

DALLAS NORTH TOLLWAY VARIABLE WIDTH R.O.W.

TEXAS TURNPIKE AUTHORITY
RIGHT-OF-WAY PARCEL NO. 6-26
VOL.90137 PG.3520



TEXAS TURNPIKE AUTHORITY
RIGHT-OF-WAY PARCEL NO. 6-28
VOL.85063 PG.2070

ROBERT WILBURN SURVEY ABSTRACT NO. 1988
G.W. FISHER SURVEY ABSTRACT NO. 482

CURVE 1
A = 21°28'35"
R = 750.96'
L = 281.49'
CB = N74°54'54"E
C = 279.84'

LANCO ARAPAHO PARTNERSHIP
VOL.89224 PG.5252

CURVE 2
A = 45°56'54"
R = 90.00'
L = 72.18'
CB = S71°22'22"E
C = 70.26'

ADLESTEIN ADDITION
VOL.81075 PG.1696

CURVE 3
A = 19°49'05"
R = 739.00'
L = 255.61'
CB = S75°44'38"W
C = 245.34'

LANCO PROPERTIES INC
VOL.89050 PG.3050

CURVE 4
A = 04°31'57"
R = 1051.00'
L = 83.14'
CB = S68°06'04"W
C = 83.12'

LANCO ARAPAHO PARTNERSHIP
VOL.89050 PG.3144

DRAINAGE & UTILITY ESM'T.
VOL.80005 PG.1768
VOL.81075 PG.1696

G.W. FISHER SURVEY ABSTRACT NO. 482

DRAINAGE & UTILITY ESM'T.
VOL.80005 PG.1768
VOL.82005 PG.2784

TOWN OF ADDISON
VOL.93243 PG.6422

McLEAN TRACT ADDITION
VOL. 82005 PG.2784

PAGE 3 OF 3

I.R.S. = IRON ROD SET W/HUITT-ZOLLARS CAP
I.R.F. = IRON ROD FOUND

CL PC STA. 57+07.96

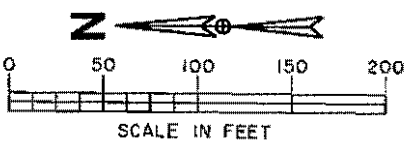
CL STA. 56+76.73
ARAPAHO RD.

MEPC QUORUM PROPERTIES, INC.
MEPC QUORUM PROPERTIES II, INC.

MEPC QUORUM PROPERTIES INC.
VOL.81133 PG.0162

9 0.1549 AC.

9



TRACT 3
MEPC QUORUM PROPERTIES II INC.
VOL.87186 PG.3028
CORRECTION DEED
VOL.88109 PG.1723

TRACT 4
MEPC QUORUM PROPERTIES II INC.
VOL.87186 PG.3028
CORRECTION DEED
VOL.88109 PG.1723

POINT OF BEGINNING
1/2" I.R.S. W/HUITT-ZOLLARS CAP
REVISED FINAL PLAT
QUORUM NORTH OFFICES
VOL.82230 PG.0774

TRACT 2
MEPC QUORUM PROPERTIES II INC.
VOL.87186 PG.3028
CORRECTION DEED
VOL.88109 PG.1723

MEPC QUORUM PROPERTIES INC.
VOL.81133 PG.0162

A = 64°21'46"
R = 190.42'
L = 213.91'
CB = N31°59'43"E
C = 202.84'

POINT OF COMMENCING
1/2" I.R.F.

SPECTRUM DR.
80' R.O.W.

CARRAMERICA REALTY, L.P.
VOL.97055 PG.03445

McLEAN TRACT ADDITION
VOL. 82005 PG.2784

BASIS OF BEARINGS: The bearing of S 001°00' E along the west right-of-way line of Quorum Drive as per deed to the Town of Addison, recorded in Volume 96099, Page 00027, Deed Records, Dallas County, Texas.

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

This drawing may not be reproduced without the written permission of Eric J. Yahoudy, Registered Professional Land Surveyor.

For Huitt-Zollars, Inc.

Eric J. Yahoudy 4.16.98
ERIC J. YAHOUDDY REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4862

HUITT-ZOLLARS

3131 MCKINNEY AVENUE/SUITE 800
DALLAS, TEXAS/214-871-3311

ARAPAHO ROAD
RIGHT-OF-WAY EXHIBIT

TOWN OF ADDISON, TEXAS

For: Town of Addison Public Works
16801 Westgrove, Addison, TX 75001

EXHIBIT PARCEL NO. 9
OWNER: MEPC QUORUM PROPERTIES, INC.
AREA: 0.1549 ACRES DATE: APR. 14, 1998

LAND DESCRIPTION

**PARCEL NO. 9
ARAPAHO ROAD
JUNE 12, 1997**

BEING 0.1845 of an acre tract of land situated in the G.W. Fisher Survey, Abstract No. 482, and the R. Wilburn Survey, Abstract No. 1580, Town of Addison, Dallas County, Texas and being a portion of the revised plat of Quorum North Offices, a 12.969 acre addition to the Town of Addison, Texas as recorded in Volume 82230, Page 0774 of the Deed Records, Dallas County, Texas, and being portions of a 12.969 acre tract of land described in instrument to MEPC QUORUM PROPERTIES, INC. as recorded in Volume 81133, Page 0162, Deed Records, Dallas County, Texas and that tract of land described as Tract 4 in instrument to MEPC QUORUM PROPERTIES II, INC. as recorded in Volume 87186, Page 3028, Deed Records, Dallas County, Texas and by correction deed recorded in Volume 88109, Page 1723, Deed Records, Dallas County, Texas, and being more particularly described as follows:

1. COMMENCING at a 1/2 inch iron rod found on the platted east right-of-way line of Spectrum Drive (80 foot wide right-of-way, originally platted as Quorum Loop North as per final plat of Quorum North, an addition to the Town of Addison, Texas, as recorded in Volume 80005, Page 1768, Deed Records, Dallas County, Texas), said point being North 00 degrees 11 minutes 10 seconds West, 317.82 feet from the southeast corner of said Quorum North Offices addition and the point of curvature of a curve to the right having a central angle of 64 degrees 21 minutes 46 seconds, a radius of 190.42 feet and being subtended by a 202.84 foot chord bearing North 31 degrees 59 minutes 43 seconds East ;
2. THENCE northeasterly along said curve to the right and platted easterly right-of-way line of Spectrum Drive and platted southeasterly right-of-way line of Arapaho Road, an arc distance of 213.91 feet to a 1/2 inch iron rod found at the end of said curve;
3. THENCE North 64 degrees 10 minutes 36 seconds East along the platted southeasterly right-of-way line of Arapaho Road (80 foot wide right-of-way, originally platted as Quorum Loop North) a distance of 259.09 feet to a 1/2 inch iron rod set with "Huitt-Zollars" cap for the POINT OF BEGINNING of this tract;
4. THENCE continuing North 64 degrees 10 minutes 36 seconds East along the platted southeasterly right-of-way line of Arapaho Road a distance of 109.82 feet to a 1/2 inch iron rod found for the point of curvature of a curve to the right having a central angle of 21 degrees 28 minutes 35 seconds, a radius of 750.96 feet and being subtended by a 279.84 foot chord bearing North 74 degrees 54 minutes 54 seconds East;
5. THENCE easterly along the platted southerly right-of-way line of Arapaho Road an arc distance of 281.49 feet to a 1/2 inch iron rod found at the end of said curve;
6. THENCE North 85 degrees 39 minutes 11 seconds East along the platted southerly line of Arapaho Road a distance of 142.34 feet to a brass cap monument found for the most northwesterly corner of Texas Turnpike Authority Right-of-Way Parcel No. 6-26 (for Dallas North Tollway) as described in instrument to the Texas Turnpike Authority, as recorded in Volume 90137, Page 3520, Deed Records, Dallas County, Texas, said point being the beginning of a curve to the right having a central angle of 104 degrees 35 minutes 28 seconds, a radius of 90.00 feet and being subtended by a 142.41 foot chord bearing South 42 degrees 03 minutes 05 seconds East;
7. THENCE southeasterly along said curve to the right and westerly line of said TTA Parcel No. 6-26 an arc distance of 164.29 feet to a 1/2 inch iron rod found for the point of compound curvature of a curve to the right having a central angle of 00 degrees 40 minutes 16 seconds, a radius of 1856.86 feet and being subtended by a 21.75 foot chord bearing South 10 degrees 34 minutes 47 seconds West;
8. THENCE southerly along said curve to the right and westerly line of said TTA Parcel No. 6-26 an arc distance of 21.75 feet to a 1/2 inch iron rod set with "Huitt-Zollars" cap for a corner, said point being the beginning of a curve to the left having a central angle of 105 degrees 15 minutes 44 seconds, a radius of 90.00 feet and being subtended by a 143.05 foot chord bearing North 41 degrees 42 minutes 57 seconds West;

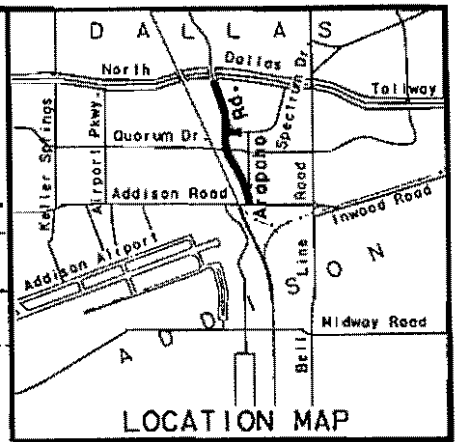
LAND DESCRIPTION

PARCEL NO. 9
ARAPAHO ROAD
JUNE 12, 1997

9. THENCE northwesterly along said curve to the left and departing said westerly line of TTA Parcel No.6-26 an arc distance of 165.35 feet to a 1/2 inch iron rod set with "Huitt-Zollars" cap for the end of said curve;
10. THENCE South 85 degrees 39 minutes 11 seconds West parallel with and 20.00 feet southerly from the southerly right-of-way line of said Arapaho Road, a distance of 136.63 feet to a 1/2 inch iron rod set with "Huitt-Zollars" cap for a corner;
11. THENCE North 04 degrees 20 minutes 49 seconds West a distance of 9.00 feet to a 1/2 inch iron rod set with "Huitt-Zollars" cap for a corner;
12. THENCE South 85 degrees 39 minutes 11 seconds West parallel with and 11.00 feet southerly from the southerly right-of-way line of Arapaho Road a distance of 13.00 feet to a 1/2 inch iron rod set with "Huitt-Zollars" cap for the point of curvature of a curve to the left having a central angle of 19 degrees 49 minutes 05 seconds, a radius of 739.00 feet and being subtended by a 254.34 foot chord bearing South 75 degrees 44 minutes 38 seconds West;
13. THENCE westerly along said curve to the left an arc distance of 255.61 feet to a 1/2 inch iron rod set with "Huitt-Zollars" cap for the end of said curve;
14. THENCE South 65 degrees 50 minutes 06 seconds West a distance of 36.90 feet to a P-K nail set with "Huitt-Zollars" cap for the point of curvature of a curve to the right having a central angle of 04 degrees 31 minutes 57 seconds, a radius of 1051.00 feet and being subtended by a 83.12 foot chord bearing South 68 degrees 06 minutes 04 seconds West;
15. THENCE westerly along said curve to the right an arc distance of 83.14 feet to the POINT OF BEGINNING, CONTAINING 0.1845 of an acre of land, more or less.

**DALLAS NORTH TOLLWAY
VARIABLE WIDTH R.O.W.**

TEXAS TURNPIKE AUTHORITY
RIGHT-OF-WAY PARCEL NO. 6-26
VOL. 90137 PG. 3520



TEXAS TURNPIKE AUTHORITY
RIGHT-OF-WAY PARCEL NO. 6-28
VOL. 85083 PG. 2070

ROBERT WILBURN SURVEY ABSTRACT NO. 1688
G.W. FISHER SURVEY ABSTRACT NO. 482

CURVE 1
A = 21°28'35"
R = 750.96'
L = 281.49'
CB = N74°54'54"E
C = 279.84'

LANCO ARAPAHO PARTNERSHIP
VOL. 89224 PG. 5252

CURVE 2
A = 104°35'28"
R = 90.00'
L = 164.29'
CB = S42°03'05"E
C = 142.41'

ADLESTEIN ADDITION
VOL. 81075 PG. 1696

CURVE 3
A = 00°40'16"
R = 1856.86'
L = 21.75'
CB = S10°34'47"W
C = 21.75'

LANCO PROPERTIES INC.
VOL. 89050 PG. 3050

CURVE 4
A = 105°15'44"
R = 90.00'
L = 165.35'
CB = N41°42'57"W
C = 143.05'

ABSTRACT
NO. 482

LANCO ARAPAHO PARTNERSHIP
VOL. 89050 PG. 3144

DRAINAGE & UTILITY ESM'T.
VOL. 80005 PG. 1768
VOL. 81075 PG. 1696

DRAINAGE & UTILITY ESM'T.
VOL. 80005 PG. 1768
VOL. 82005 PG. 2784

TOWN OF ADDISON
VOL. 93243 PG. 6422

McLEAN TRACT ADDITION
VOL. 82005 PG. 2784

PAGE 3 OF 3

I.R.S. = IRON ROD SET W/HUITT-ZOLLARS CAP
I.R.F. = IRON ROD FOUND

CL PC STA. 57+07.96
CL STA. 56+76.73
ARAPAHO RD.

MEPC QUORUM PROPERTIES INC.
VOL. 81133 PG. 0162

9 0.1845 AC.

**MEPC QUORUM PROPERTIES, INC.
MEPC QUORUM PROPERTIES II, INC.**

CURVE 5
A = 19°49'05"
R = 739.00'
L = 255.61'
CB = S75°44'38"W
C = 245.34'

CURVE 6
A = 04°31'57"
R = 1051.00'
L = 83.14'
CB = S68°06'04"W
C = 83.12'

TRACT 3
MEPC QUORUM PROPERTIES II INC.
VOL. 87186 PG. 3028
CORRECTION DEED
VOL. 88109 PG. 1723

TRACT 4
MEPC QUORUM PROPERTIES II INC.
VOL. 87186 PG. 3028
CORRECTION DEED
VOL. 88109 PG. 1723

POINT OF BEGINNING
1/2" I.R.S. W/HUITT-ZOLLARS CAP
REVISED FINAL PLAT
QUORUM NORTH OFFICES
VOL. 82230 PG. 0774

TRACT 2
MEPC QUORUM PROPERTIES II INC.
VOL. 87186 PG. 3028
CORRECTION DEED
VOL. 88109 PG. 1723

MEPC QUORUM PROPERTIES INC.
VOL. 81133 PG. 0162

A = 64°21'46"
R = 190.42'
L = 213.91'
CB = N31°59'43"E
C = 202.84'

POINT OF COMMENCING
1/2" I.R.F.
N00°11'10"W

SPECTRUM DR.
80' R.O.W.

CARRAMERICA REALTY, L.P.
VOL. 97055 PG. 03445

McLEAN TRACT ADDITION
VOL. 82005 PG. 2784

BASIS OF BEARINGS: The centerline bearing of existing Arapaho Road as per paving improvement plans on file.

This is to certify that the above survey was made under my supervision on June 12, 1997 and that the metes and bounds shown thereon are true and correct to the best of my knowledge.
For Huitt-Zollars, Inc.

This drawing may not be reproduced without the written permission of Eric J. Yahoudy, Registered Professional Land Surveyor.

Eric J. Yahoudy 6-18-97
ERIC J. YAHOUDDY, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4862

HUITT-ZOLLARS
3131 ROCKHNEY 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. 9
OWNER: MEPC QUORUM PROPERTIES, INC.
AREA: 0.1845 ACRES DATE: JUN. 12, 1995

TOWN OF
ADDISON

PUBLIC WORKS

To: Maja Erickson From: James C. Pierce, Jr., P.E., DEE

Company: MEPC/Colonnade Assistant City Engineer

Phone: 972/450-2879

FAX: 972/450-2837

FAX #: 972-687-7727

Date: 10-13-98

16801 Westgrove

P.O. Box 9010

Addison, TX 75001-9010

of pages (including cover): 5

Re: Arapaho Rd

Original in mail

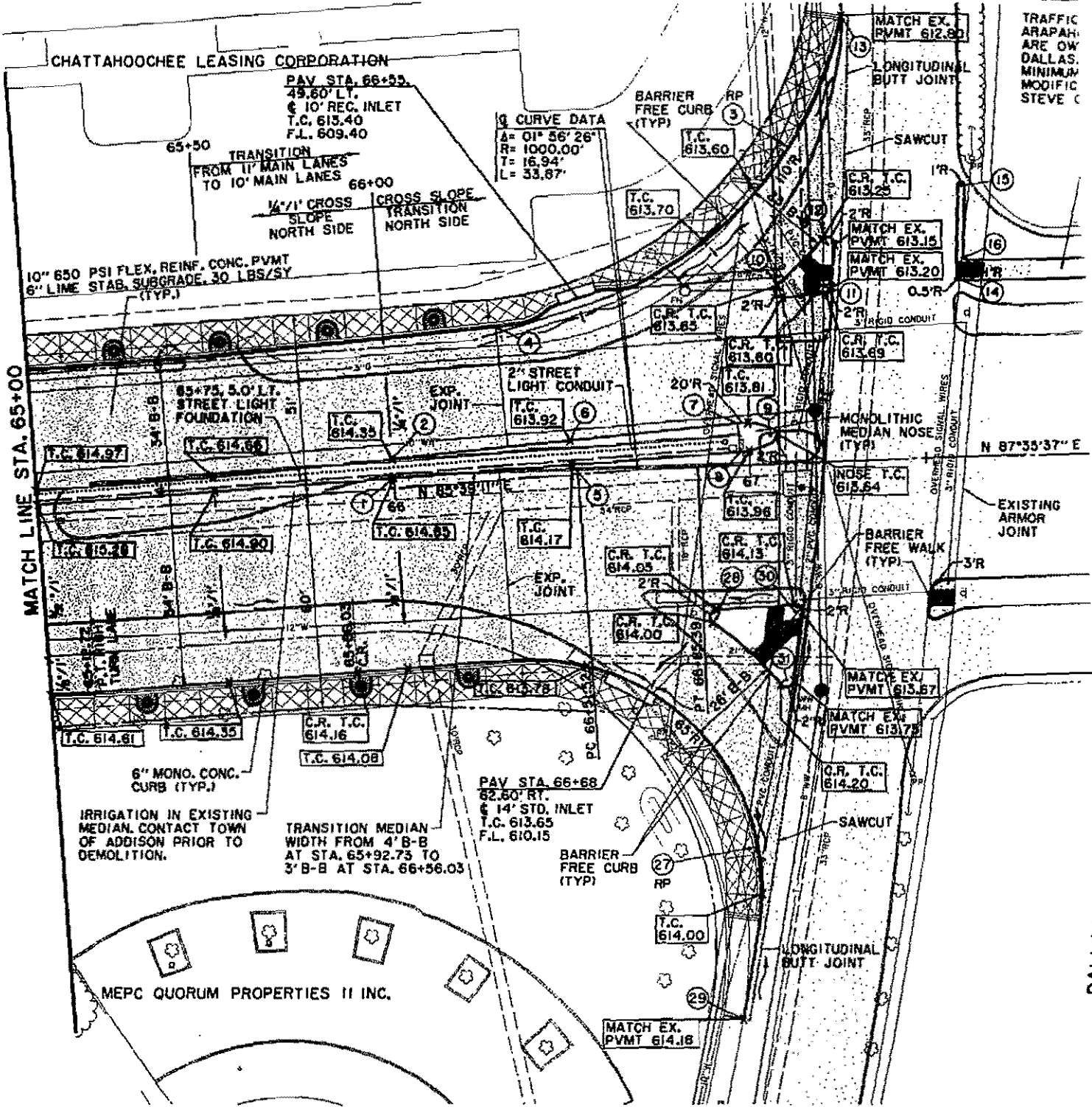
Per your request

FYI

Call me

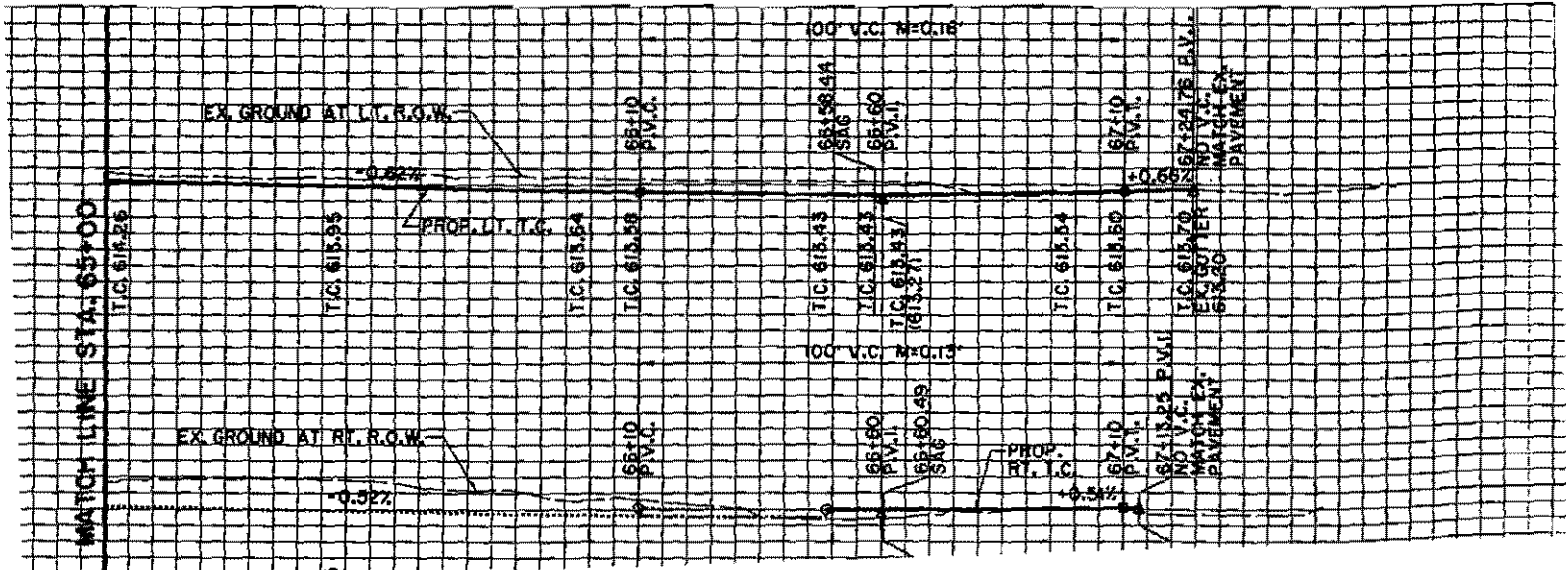
Comments: Plans & Sections of
your N.E. corner showing
proposed grading.

Phone 972-687-7757



TRAFFIC ARAPAH
ARE OW
DALLAS.
MINIMUM
MODIFIC
STEVE C

DALLAS



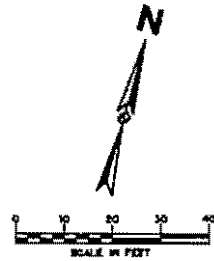
IF MILLENIUM PARK DEVELOPMENT IS NOT UNDER CONSTRUCTION AT TIME OF CONTRACT AWARD, DRIVEWAY AT 64+22.44 WILL BE DELETED FROM CONTRACT

CHATAHOOCHEE LEASING CORPORATION

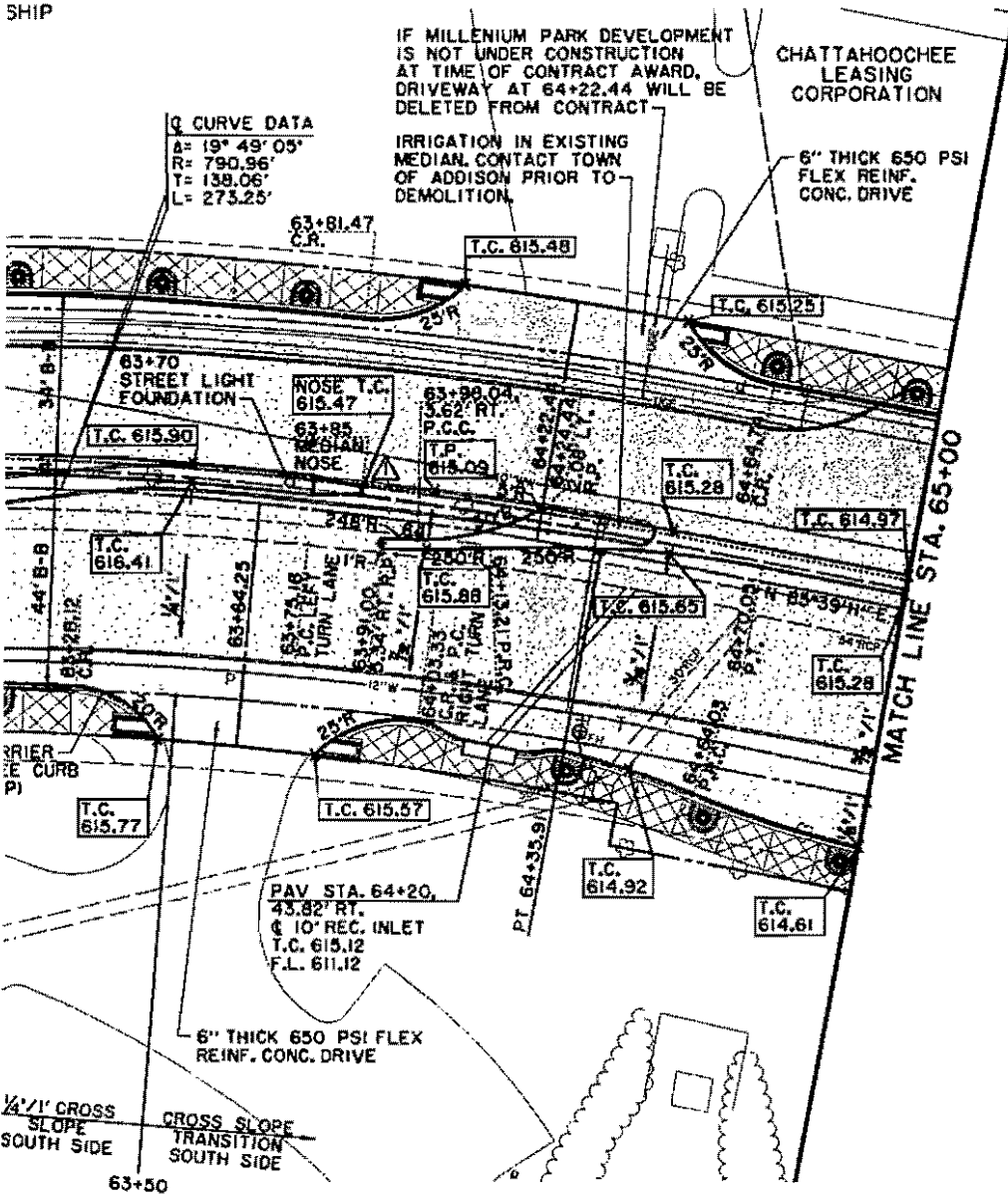
IRRIGATION IN EXISTING MEDIAN. CONTACT TOWN OF ADDISON PRIOR TO DEMOLITION.

6" THICK 650 PSI FLEX REINF. CONC. DRIVE

Q CURVE DATA
 $\Delta = 19^\circ 49' 05"$
 $R = 790.96'$
 $T = 138.06'$
 $L = 273.25'$

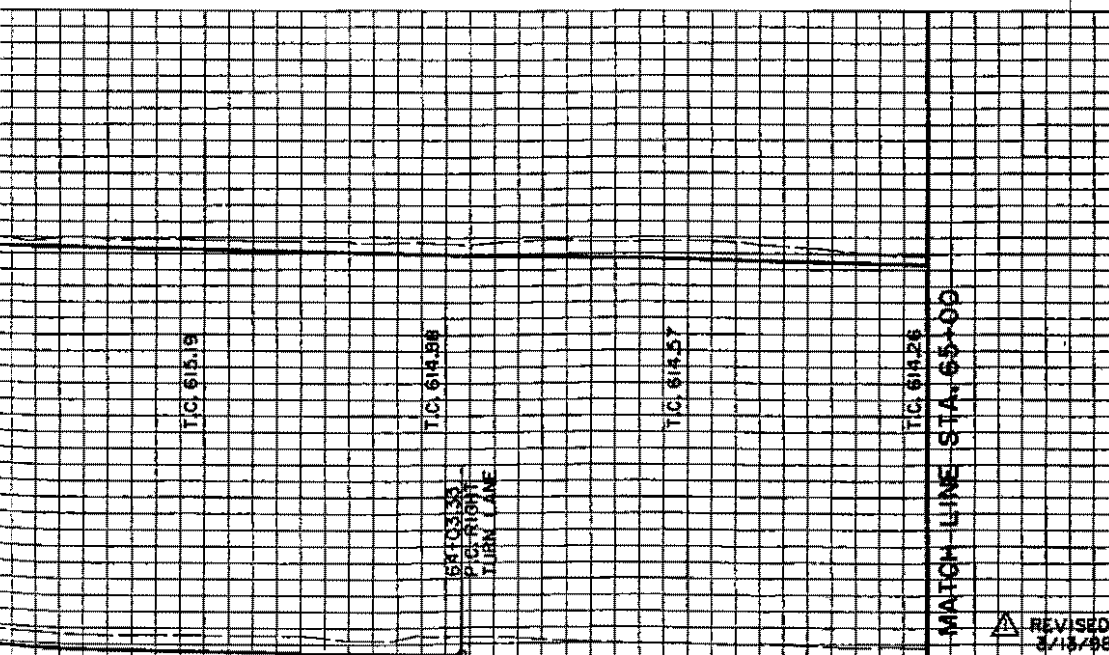


SEE STREETSCAPE PLANS FOR SIDEWALK, LANDSCAPING, IRRIGATION, LIGHTING AND PAVEMENT ENHANCEMENT DETAILS.



LEGEND

ELECTRIC — O —	WATER — W —
○ LIGHT POLE	FN ○ FIRE HYDRANT
pp □ POWER POLE	WN ○ METER
← GUY WIRE	T WATER VALVE
TELEPHONE — T —	MISC.
● TELEPHONE MANHOLE	48" RCP XXXX R.C.P. REMOVAL
□ TELEPHONE PEDESTAL	— CHAIN LINK FENCE
TS ○ TELEPHONE SIGN	— WOOD FENCE
GA ○ GAS METER	— EXISTING ASPHALT
GS ○ GAS SIGN	— EXISTING DIRT OR GRAVEL
LAND USE	— EX. CONCRETE
R/R RAILROAD SIGN	○ TREE/TREE LINE
U SIGN	— EXISTING CURB
SURVEY	— PROP. CURB
IR, FOUND IRON ROD	— EX. PROPERTY LINE
□ TEMP BENCHMARK	— PROP. CENTERLINE
WASTEWATER — WW —	— PROP. R.O.W.
WM ● WASTEWATER MANHOLE	— PROP. INLET
CO CLEANOUT	PVMT TOP OF PAVEMENT
	T.C. TOP OF CURB
	C.R. CURB RETURN



BENCHMARKS:

USC & GS E-921 DISK IN BRICK WALL OF OLD ADDISON SCHOOL HOUSE (MAGIC TIME MACHINE RESTAURANT) ON SOUTH WALL, 4' EAST OF CENTER OF THE ENTRANCE, 4.7' ABOVE THE GROUND, ELEV. 630.61

"I" ON SOUTHEAST CORNER OF CONCRETE WALK AT FRONT ENTRANCE TO 4805 ARAPAHO ROAD, ELEV. 630.61

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY KENNETH A. ROBERTS, P.E. 55446 ON OCTOBER 24, 1997



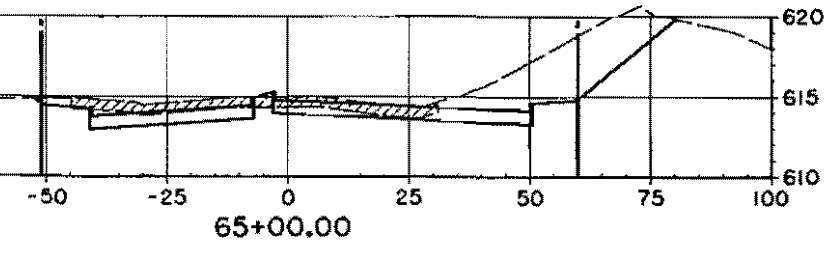
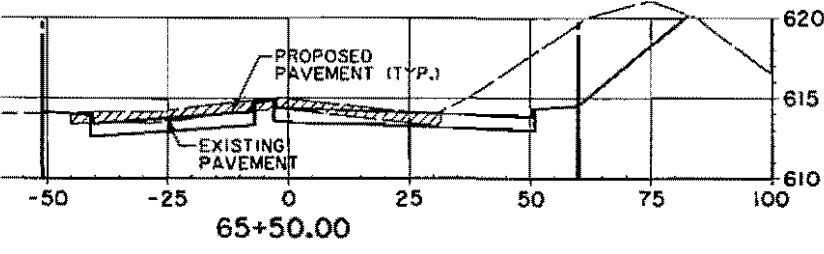
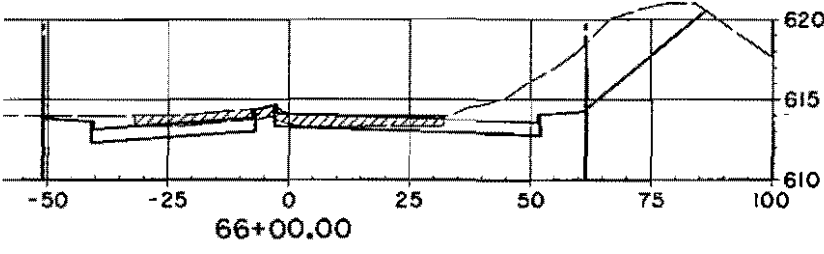
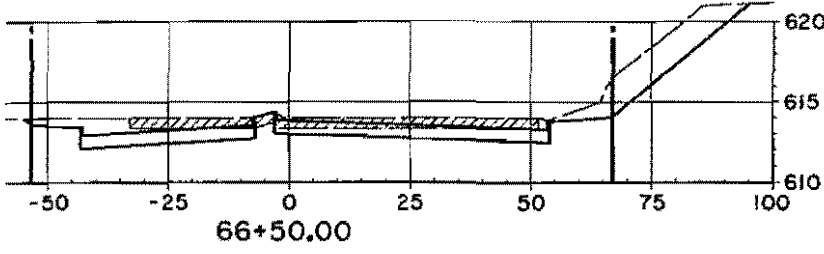
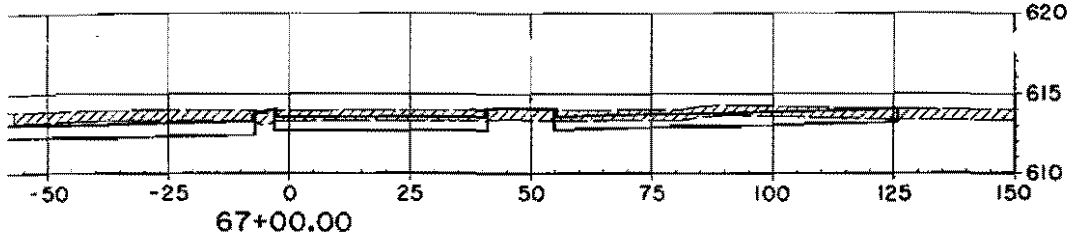
Kenneth A. Roberts
 10-24-97

REVISED 3/13/98

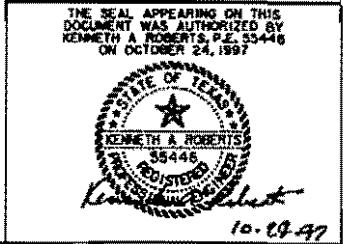
PAVING PLAN & PROFILE
 STA. 60+00 TO STA. 65+00

ARAPAHO ROAD

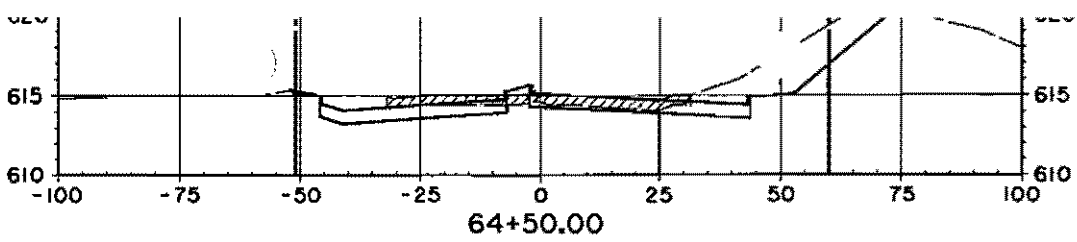
ADDISON ROAD TO DALLAS NORTH TOLLWAY



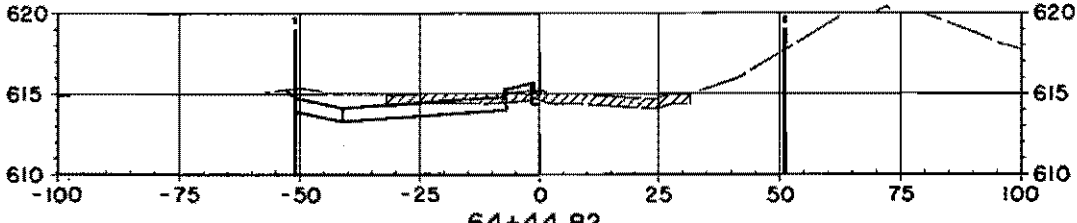
EX. GROUND SOUTH OF
R.O.W. LINE STA. 57+50
TO STA. 66+50 MAY HAVE
BEEN MODIFIED DUE TO
CONSTRUCTION OF THE
COLONNADE TOWER III



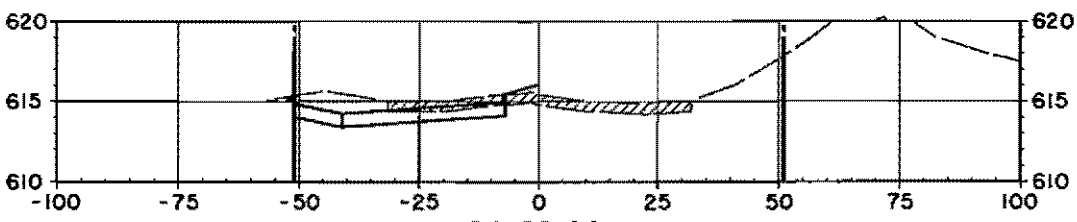
CROSS SECTIONS						
STA. 64+00 TO STA. 67+00						
ARAPAHO ROAD						
ADDISON ROAD TO DALLAS NORTH TOLLWAY						
TOWN OF ADDISON, TEXAS						
Hull-Zollars, Inc./Consulting Engineers Dallas, Fort Worth, Houston, Phoenix, Austin						
DESIGN	DRAWN	APPR.	SCALE	DATE	PROJECT NO.	NO.
HZI	HZI	KAR	H _s 1"=20' V _s 1"=6'	OCT 97	1772-01	X-10



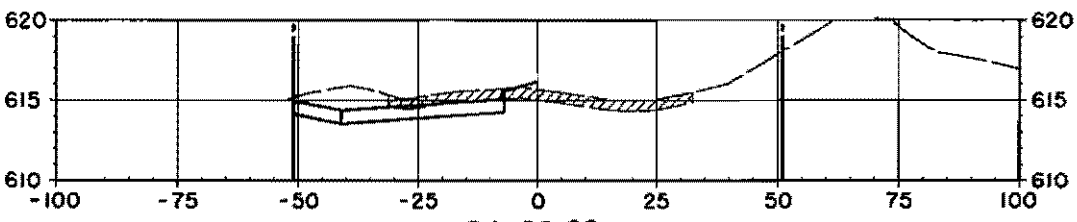
64+50.00



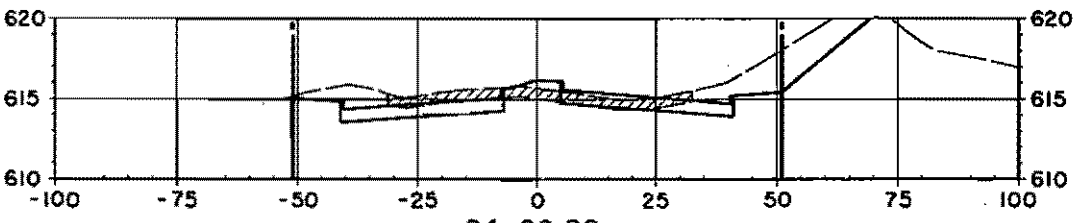
64+44.82
EAST CURB DRIVE



64+22.44
Q DRIVE



64+00.09
WEST CURB DRIVE



64+00.00

IN VARIOUS STATES AND COUNTRIES
 HAS BEEN USED SINCE 1880
 FOR THE DESIGN AND CONSTRUCTION
 OF ALL KINDS OF HIGHWAYS
 AND BRIDGES

THE DESIGN AND CONSTRUCTION
 OF ALL KINDS OF HIGHWAYS
 AND BRIDGES
 IS THE SPECIALTY OF
 THE COMPANY

THE DESIGN AND CONSTRUCTION
 OF ALL KINDS OF HIGHWAYS
 AND BRIDGES
 IS THE SPECIALTY OF
 THE COMPANY

MODE = TRANSMISSION

START=10-13 04:34PM

END=10-13 04:39PM

NO.	COM	SPEED NO	STATION NAME/ TELEPHONE NO.	PAGES
001	OK	2	99726877727	005

-Addison Svc Ctr -Upstairs-

Arzapato / MEPC

8-3-98

Rec'd a call from Marty
Alleman, MEPC regarding trees
on south side of Arzapato ROW.

With the heat and time of year
(and also size of the trees) it is
impractical to move & save the
trees.

Go ahead and remove them

cc Dave Wilde

JW

MERC

7-31-98

Called Marty Alleman and Rich Wibleen
re removal of trees. Left both a
voice mail message

COWLES & THOMPSON

A Professional Corporation

Attorneys at Law

901 Main Street, Suite 4000

Dallas, TX 75202-3793

Telephone (214) 672-2000

Fax (214) 672-2020

TO
Judy Taylor

FACSIMILE COVER PAGE

IMPORTANT/CONFIDENTIAL: This message is intended only for the use of the individual or entity to which it is addressed. This message contains information from the law firm of Cowles & Thompson which may be privileged, confidential, and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient or the employee, or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately at our telephone number (214) 672-2000. We will be happy to arrange for the return of this message to us, via the United States Postal Service, at no cost to you.

Date: 7/20/92 Time: _____

Total Number of Pages (including this sheet): 3

Normal/Rush: _____ Client/Matter #: 3195/25211

TO: (1) *John P. Hill* FAX: 972-450-2834
(2) _____ FAX: _____
(3) _____ FAX: _____

FROM: *John Hill* Direct Dial #: (214) 672-2170

MESSAGE: _____

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

Thank you.

PURCHASER'S STATEMENT

Date: 07/17/98 GF No. 2198-13408 (1B)
 Sale From: MEPC O&I INC. To: TOWN OF ADDISON, TEXAS
 Property: 0.1545 of an acre, Town of Addison, Dallas County, Texas

Purchase Price \$ 10,000.00

Plus: Charges

Filing Fees to County Clerk: WD
Rel Agmt. D/T
Aff ESTJM 50.00 \$ 50.00

Loan Chgs & Fees Due to:
Disc Fee Orig. Fee
Appr fee Insp. Fee
\$
\$

Loan Transfer Fee of Assumption Fee \$

Fees to: CHICAGO TITLE INSURANCE COMPANY Title Company
 Title Policy: Owner 278.00 Mortgagee
Survey Escrow
Standby Tax Am
\$ 278.00

Attorney fee to
 For closing/loaning (included in Premium)
\$

Tax Certificates: \$
 Survey Fee to \$
 Atty's Fees To \$
 Hazard Insurance From To \$
 Tax & Ins. Escrowed With \$
 Interest from \$ to \$
 Prorations:
 Taxes from \$ to \$
 Maintenance from \$ to \$
 from \$ to \$
 from \$ to \$
\$
\$
\$
\$
\$
\$
\$

Total Charges \$ 328.00
 Gross Amount Due By Purchaser \$ 10,328.00

Less: Credits

Down Payment or Earnest Money Paid to CHICAGO TITLE INSURANCE \$
 Loan from \$
 Note Assumed \$
 Interest Prorations from \$ to \$
 Prorations:
 Taxes from \$ to \$
 Rent from \$ to \$
 from \$ to \$
 from \$ to \$
\$
\$
 Security Deposits \$
 Swap parcel \$ 10,000.00
\$
\$
\$
\$

Total Credits \$ 10,000.00
 Balance Due By Buyer \$ 328.00

Purchaser understands the Closing or Escrow Agent has ascertained the information representing the transaction from the best information from other sources and cannot guarantee the accuracy thereof. Any real estate agent or lender involved may be furnished a copy of this Statement. Purchaser understands that tax and insurance prorations and interest were based on figures for the preceding year or supplied by address, or calculations for current year, and in the event of any change for current year, all necessary adjustments must be between Purchaser and Seller direct. The undersigned hereby authorizes CHICAGO TITLE INSURANCE COMPANY to make expenditures and disbursements as shown and approved hereon for payment. The undersigned also acknowledges receipt of Loan Funds, if applicable, in the amount shown above and receipt of a copy of this statement.
 PDC - Paid outside of Closing

TOWN OF ADDISON, TEXAS
 a Texas municipal corporation

By: Ron Whitcomb

Photo-Duplicate A-2001 Carrie Diercks

SELLER'S STATEMENT

Date: 07/17/98 GF No. 2198-12407 (GB)
 Sale from: TOWN OF ADDISON, TEXAS To: MEPC O&I INC.
 Property: 0.3318 of an acre tract, Town of Addison, Dallas County, Texas

Sale Price: \$ 10,000.00

Reimbursements/Credits

Provisions:
 Taxes from _____ to _____ \$ _____
 Maintenance from _____ to _____ \$ _____
 from _____ to _____ \$ _____
 from _____ to _____ \$ _____
 _____ \$ _____
 _____ \$ _____
 _____ \$ _____

Total Reimbursements/Credits \$ 0.00
 Gross Amount Due Seller \$ 10,000.00

Less: Charges and Deductions

Down Payment/Earnest Money \$ _____
 Commission to: _____ \$ _____
 Commission to: _____ \$ _____
 Filing Fees to County Clerk: _____
 Rel _____ Agmt. _____ WD _____
 Att _____ D/T _____
 ESTIM _____ \$ _____
 Loan Chgs & Fees Due to: _____
 Disc Fee _____ Orig. Fee _____
 Appr fee _____ Insp. Fee _____
 _____ \$ _____

Fees to: CHICAGO TITLE INSURANCE COMPANY This Company
 Title Policy: Owner _____ Mortgage _____
 Survey _____ Escrow _____
 Standby _____ Tax Am _____
 _____ \$ _____

Attorney fee to _____ \$ _____
 For closing/Examining _____ (Included in Premium) _____
 Tax Certificates: _____ \$ 40.00
 Survey Fee to _____ \$ _____
 Atty's Fees to _____ \$ _____
 Maintenance Charges _____ \$ _____
 State & County Taxes for 1998 _____ \$ _____

Note, Assessed or Paid _____ \$ _____
 *Interest from _____ to _____ \$ _____
 Provisions
 Taxes from _____ to _____ \$ _____
 Rent from _____ to _____ \$ _____
 from _____ to _____ \$ _____
 from _____ to _____ \$ _____

Security Deposits _____ \$ _____
 Note Retained by seller _____ \$ _____
 _____ \$ _____

Tree removal/other costs reimbursement \$ 72,180.00
 Sweep parcel \$ 10,000.00
 _____ \$ _____
 _____ \$ _____

Total Charges and Deductions \$ 82,220.00
 Net Amount Due By Seller \$ (72,220.00)

Seller understands the Closing or Escrow Agent has assembled this information representing the transaction from the best information from other sources and cannot guarantee the accuracy thereof. Any real estate agent or broker involved may be furnished a copy of this Statement. Seller understands that tax and historical provisions and reserves shown listed on figures for the preceding year or supplied by others, or estimates for current year, and in the event of any change for current year, all necessary adjustments must be between Purchaser and Seller direct. The undersigned hereby authorizes CHICAGO TITLE INSURANCE COMPANY to make expenditures and disbursements as shown and approve same for payment. The undersigned also acknowledges receipt of Loan Funds, if applicable, in the amount shown above and receipt of a copy of this statement.
 POC - Paid outside of Closing

TOWN OF ADDISON, TEXAS
 a Texas municipal corporation

By: R. Whitehead

Closing/Escrow Agent: Clyde Burrows

* Note: Interest on existing liens is figured to the date indicated. If not paid by then, additional interest will have to be collected and your statement will be adjusted to have sufficient funds to secure release from the lienholder.

MODE = TRANSMISSION

START=07-20 08:43AM

END=07-20 08:46AM

NO.	COM	SPEED NO	STATION NAME/ TELEPHONE NO.	PAGES
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001	OK	[03]	Finance Up	003
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-Addison Svc Ctr -Upstairs-

**CHICAGO TITLE INSURANCE COMPANY
7616 LBJ FREEWAY, SUITE 300
DALLAS, TEXAS 75251-1106
(800) 442-4303
Direct Dial (972) 663-0413**

TO: JIM PIERCE (972) 450-2834

FROM: GAYLE BURRESS (972) 404-8731

DATE: 07/16/98

TIME: 10:10

**RE: Our File No. 2198-13407
Town of Addison to MEPC**

**Our File No. 2198-13408
MEPC to Town of Addison**

NO. OF PAGES: 1

WIRING INSTRUCTIONS

ACCOUNT STYLED: CHICAGO TITLE INSURANCE COMPANY

**BANK: CHASE-TEXAS
2200 Ross Avenue
Dallas, Texas**

ACCOUNT NO: 08805033857

ABA NO: 113-000-609

**PHONE ADVISE: GAYLE BURRESS
(972) 934-0077 UPON RECEIPT**

REF: GF# 2198-13407 (GB)

COWLES & THOMPSON

A PROFESSIONAL CORPORATION

ATTORNEYS AT LAW

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

TELEPHONE (214) 672-2000

METRO (972) 263-0005

FAX (214) 672-2020

CHARLES SORRELLS
(1925-1982)

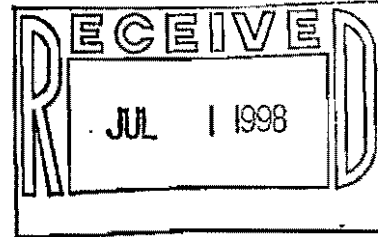
114 E. LOUISIANA ST., SUITE 200
MCKINNEY, TEXAS 75069-4463
TELEPHONE (972) 542-5000

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

ONE AMERICAN CENTER, SUITE 777
809 E.S.E. LOOP 323
TYLER, TEXAS 75701-9684
TELEPHONE (903) 579-7500

JOHN M. HILL
(214) 672-2170
JMHILL@CTPCLAW.COM

June 30, 1998



HAND DELIVERED

Ms. Carolyn Nelson
Chicago Title Company
7616 LBJ Freeway, Suite 300
Dallas, TX 75251

**Re: Property Exchange Between the Town of Addison, Texas and
MEPC Quorum Properties**

Dear Ms. Nelson:

This firm represents the Town of Addison, Texas in connection with the enclosed Agreement.

The Town of Addison and MEPC Quorum Properties have entered the Agreement for the purpose of exchanging certain parcels of land located in Addison, Dallas County, Texas. Referring to the Agreement, the land to be conveyed by the Town is described in Exhibit "E" and the land to be conveyed by MEPC is described in Exhibit "D". Please proceed with issuing updated title commitments on each of the parcels.

We look forward to working with you on this transaction. Should you have any questions, please do not hesitate to call.

Very truly yours,

A handwritten signature in black ink, appearing to be "John M. Hill".

John M. Hill

JMH/be
Enclosure
cc: Ms. Carmen Moran
Mr. Barnett D. Hammond, Jr.

STATE OF TEXAS §
 § AGREEMENT
COUNTY OF DALLAS §

THIS AGREEMENT is entered into effective as of May 1, 1998 (the "Effective Date") by and between the Town of Addison, Texas (the "City") and MEPC Quorum Properties I Inc., a Delaware corporation ("Quorum I") and MEPC Quorum Properties II Inc., a Delaware corporation ("Quorum II," and together with Quorum I, "MEPC"),

RECITALS:

WHEREAS, MEPC is the owner of a 12.2836 acre tract of land located in the City at the southeast corner of the intersection of Arapaho Road and Spectrum Drive, which land is legally described on Exhibit A attached hereto and incorporated herein (the "MEPC Land"). Currently, the MEPC Land is improved with two commercial office buildings and a parking garage (the "Parking Garage"), the locations of which are depicted on Exhibit B. MEPC intends to develop and construct a third office building ("Office Building 3") on the MEPC Land in the location shown on Exhibit B and to expand the Parking Garage vertically.

WHEREAS, as set forth in the City's Thoroughfare Plan, the City anticipates and is in the process of making certain improvements to Arapaho Road (the "Arapaho Improvements") from its intersection with Dallas Parkway on the east and extending westward through the City's corporate limits. Arapaho Road borders the north side of the MEPC Land as shown on Exhibit B, and consists of four lanes for traffic (two west bound, two east bound) divided by a median. The median is breached or "cut" from time to time to allow vehicles access to the adjacent properties. The Arapaho Improvements:

- (i) include improvements to the intersection of Arapaho Road and Spectrum Drive (the "Arapaho/Spectrum Intersection Improvements") located adjacent to the northwest corner of the MEPC Land; and
- (ii) will require the City to obtain from MEPC a portion of the MEPC Land (identified by cross-hatching on Exhibit C attached hereto and incorporated herein and referred to herein as the "MEPC Arapaho Land") for street right-of-way purposes. The MEPC Arapaho Land is legally described on Exhibit D attached hereto and incorporated herein; and
- (iii) will result in the removal of certain trees from the MEPC Land and will cause MEPC to incur certain costs and expenses to (i) relocate a sign currently located on the MEPC Arapaho Land, and to (ii) perform certain turf and irrigation repair to the remaining MEPC Land.

WHEREAS, in order to accommodate the development of Office Building 3, the expansion of the Parking Garage, and the Arapaho Improvements, the City and MEPC have taken the following

acts and/or have generally agreed as follows:

A. The MEPC Land was previously served with a median cut along Arapaho Road at the approximate location identified as point Z on Exhibit B. In order to facilitate the development of Office Building 3, the City has agreed to move that median cut out to approximately the location shown as point Y shown on Exhibit B.

B. The City is the owner of a 14,453 square foot tract of land (the "City Land") legally described on Exhibit E attached hereto and made a part hereof, and located at the southeast corner of Arapaho Road and Spectrum Drive and adjacent and contiguous to the MEPC Land. The City Land is illustrated on Exhibit F attached hereto and incorporated herein. The City Land is a part of the Arapaho Road/Spectrum Drive right-of-way. As a result of the construction of the Arapaho/Spectrum Intersection Improvements, the City anticipates that it will no longer need the City Land for street right-of-way purposes. However, the City will require the MEPC Arapaho Land to construct the Arapaho Improvements. Pursuant to law and in order to facilitate the Arapaho Improvements and the development of Office Building 3, the City anticipates exchanging the City Land for the MEPC Arapaho Land, and MEPC anticipates exchanging the MEPC Arapaho Land for the City Land. Pending development of the Arapaho Improvements, it will be necessary for the City to retain a temporary easement (the "Easement") for right-of way and utility purposes in, over and across the City Land.

WHEREAS, the City each year sponsors certain area-wide special events at and around the City's Conference and Theatre Centre (the "Centre"). Because of its relatively close proximity to the Centre, the City desires to use the Parking Garage for parking by special events patrons, and MEPC desires to allow the City to use the Parking Garage during such special events. The terms and conditions of the use of the Parking Garage are addressed herein.

WITNESSETH:

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

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

Section 2. Conveyance of City Land. In exchange and as consideration for the conveyance of the MEPC Arapaho Land to the City, the City agrees to convey to Quorum I the City Land, subject to the reservation of the Easement. The conveyance of the City Land and the reservation of the Easement shall be by special warranty deed, in the form attached hereto as Exhibit G (the "City Deed").

A. **Title Commitment: Exception Documents.** Within 20 days after the Effective Date, the City, at its expense, shall cause to be delivered to MEPC a commitment for title insurance (the "City Land Title Commitment") for the City Land issued by Chicago Title Insurance Company

(the "Title Company"), 7616 LBJ Freeway, Suite 300, Dallas, Texas 75251, Attn: Ms. Gloria Ripoll, along with copies of the instruments that create or evidence all title exceptions affecting the City Land.

B. Survey. Should MEPC desire to obtain a survey of the City Land, such survey shall be at the sole expense of MEPC.

C. Review of Title Commitment, Survey and Exception Documents. MEPC shall have 10 days after receipt of the City Land Title Commitment (the "MEPC Title Review Period") in which to give notice to the City specifying MEPC's objections (the "MEPC Objections") to matters disclosed in the City Land Title Commitment or survey, if any. All items set forth in the City Land Title Commitment which are not objected to by MEPC shall be deemed Permitted Exceptions for purposes of the City Deed. The Easement, as set forth in the City Deed, shall also be a Permitted Exception to the City Deed.

D. The City's Obligation to Cure; MEPC's Right to Terminate. If MEPC delivers the MEPC Objections, then the City shall, within 5 days thereafter (the "City's Title Cure Period"), either satisfy the Objections at the City's sole cost and expense and to MEPC's reasonable satisfaction, or notify MEPC in writing of the MEPC Objections that the City cannot or will not satisfy, such to include a reference to the MEPC Objections the City will not satisfy (which can be general). The City shall have no obligation to satisfy any of the MEPC Objections except that, notwithstanding any provision herein to the contrary, the City covenants to satisfy or cause to be deleted by Closing (hereinafter defined) all matters listed in Schedule C of the City Land Title Commitment and no matters appearing on Schedule C to the City Land Title Commitment will be a Permitted Exception to the City Deed; provided, however, that the City shall not have any obligation to satisfy any Schedule C items that can only be satisfied by MEPC. MEPC's failure to object to any Schedule C items will not constitute a waiver of the City's obligations with respect thereto. If the City fails or refuses to satisfy any MEPC Objections within the City's Title Cure Period or will not agree in writing to satisfy same prior to the date of Closing (hereinafter defined), then MEPC, as its sole remedy, shall have the option to either (i) waive the MEPC Objections that the City has not satisfied, or has not agreed in writing to satisfy by Closing within the City's Title Cure Period, whereupon such unsatisfied MEPC Objections shall be deemed Permitted Exceptions to the City Deed, or (ii) terminate this Agreement by written notice to City within five (5) days after the expiration of the City's Title Cure Period, in which event MEPC and the City shall have no further obligations, one to the other, with respect to the subject matter of this Agreement. MEPC's failure to timely send notice of its termination of this Agreement under subsection (ii) above will be deemed an election of subsection (i) above.

E. Title Policy. MEPC, at its sole cost and expense, shall have the right to obtain a standard Texas owner's policy of title insurance (the "MEPC Title Policy") insuring title to the City Land. The City shall not be required to pay for any expenses in connection with the MEPC Title Policy except for charges or expenses of the Title Company in issuing the City Land Title Commitment.

Section 3. Conveyance of MEPC Arapaho Land; Parking Rights; Tree Removal. In exchange for the conveyance of the City Land to MEPC, and other consideration given by the City to MEPC, MEPC agrees to convey to the City the MEPC Arapaho Land. Such conveyance shall be by special warranty deed, in the form attached hereto as Exhibit H (the "MEPC Deed").

A. **Title Commitment: Exception Documents.** Within 20 days after the Effective Date, MEPC, at its expense, shall cause to be delivered to City a commitment for title insurance (the "MEPC Arapaho Land Title Commitment") for the MEPC Arapaho Land issued by Title Company, along with copies of the instruments that create or evidence all title exceptions affecting the MEPC Arapaho Land.

B. **Survey.** Should City desire to obtain a survey of the MEPC Arapaho Land, such survey shall be at the sole expense of City.

C. **Review of Title Commitment, Survey and Exception Documents.** The City shall have 10 days after receipt of the MEPC Arapaho Land Title Commitment (the "City Title Review Period") in which to give notice to MEPC specifying City's objections (the "City Objections") to matters disclosed in the MEPC Arapaho Land Title Commitment or survey, if any. All items set forth in the MEPC Arapaho Land Title Commitment which are not objected to by City shall be deemed Permitted Exceptions for purposes of the MEPC Deed.

D. **MEPC's Obligation to Cure: City's Right to Terminate.** If the City delivers the City Objections, then MEPC shall, within 5 days thereafter ("MEPC's Title Cure Period"), either satisfy the City Objections at MEPC's sole cost and expense and to the City's reasonable satisfaction, or notify the City in writing of the City Objections that MEPC cannot or will not satisfy, such to include a reference to the City Objections MEPC will not satisfy (which can be general). MEPC shall have no obligation to satisfy any of the City Objections except that, notwithstanding any provision herein to the contrary, MEPC covenants to satisfy or cause to be deleted by Closing all matters listed in Schedule C of the MEPC Arapaho Land Title Commitment and no matters appearing on Schedule C to the MEPC Arapaho Land Title Commitment will be a Permitted Exception with respect to the MEPC Deed; provided, however, that MEPC shall not have any obligation to satisfy any Schedule C items that can only be satisfied by the City. City's failure to object to any Schedule C items will not constitute a waiver of MEPC's obligations with respect thereto. If MEPC fails or refuses to satisfy any City Objections within MEPC's Title Cure Period or will not agree in writing within MEPC's Title Cure Period to satisfy same prior to the date of Closing, then the City, as its sole remedy, shall have the option to either (i) waive the City Objections that MEPC has not satisfied, or has not agreed in writing within the MEPC Title Cure Period to satisfy by Closing, whereupon such unsatisfied City Objections shall be deemed Permitted Exceptions to the MEPC Deed, or (ii) terminate this Agreement by written notice to MEPC within five (5) days after the expiration of MEPC's Title Cure Period, in which event MEPC and the City shall have no further obligations, one to the other, with respect to the subject matter of this Agreement. The City's failure to timely send notice of its termination of this Agreement under subsection (ii) above will be deemed an election of subsection (i) above.

E. Title Policy. City, at its sole cost and expense, shall have the right to obtain a standard Texas owner's policy of title insurance (the "City Title Policy") insuring title to the MEPC Arapaho Land. MEPC shall not be required to pay for any expenses in connection with the City Title Policy except for charges or expenses of the Title Company in issuing the MEPC Land Title Commitment.

F. Use of Parking Garage. As further consideration to the City for its performance hereunder, at Closing MEPC agrees to execute the Parking Agreement in the form attached hereto as Exhibit I.

G. Tree Removal/Misc.Costs Reimbursement. The construction of the Arapaho Improvements will result in the removal or relocation of certain trees from the MEPC Land and will cause MEPC to incur certain costs and expenses for loss of and repair to turf and irrigation facilities located within and adjacent to the MEPC Arapaho Land. Additionally, upon the conveyance to the City of the MEPC Arapaho Land, MEPC will be required to relocate a sign currently located on the MEPC Arapaho Land. As further consideration to MEPC for its agreements hereunder and the performance thereof, and in full and final satisfaction to MEPC of the costs and expenses connected with (i) the removal of such trees, (ii) the loss and repair of turf and irrigation facilities and (iii) sign relocation, at Closing, and as a condition to MEPC's obligations hereunder, the City shall pay MEPC the sum of \$72,180.00 in immediately available funds.

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

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

B. Power and Authority. The City has all requisite power and authority to carry on its business as presently conducted, to enter into this Agreement, and to perform its obligations under this Agreement, including the conveyance described in Section 2. The execution, delivery, and performance of this Agreement and the transactions described in this Agreement have been duly and validly authorized by all requisite action on the part of the City. The execution, delivery, and performance of this Agreement will not violate or be in conflict with any provision of the charter of the City, or any provision of any agreement or instrument to which the City is a party or by which the City is bound, or any statute, law, rule, regulation, judgment, decree, order, writ, or injunction applicable to the City.

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

D. Legal Actions. No suit, action or other proceeding is pending or threatened in any court or governmental agency against all or any part of the City Land.

E. Compliance with Law. The City has complied with all applicable laws, ordinances,

regulations, statutes, rules and restrictions relating to all or any part of the City Land.

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

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

A. Organization. MEPC is a Delaware corporation duly organized and validly existing under the laws of the state of Delaware, and either (i) duly qualified to carry on its business in the State of Texas, or (ii) not required to obtain a permit to conduct business in the State of Texas,

B. Power and Authority. MEPC has all requisite power and authority to carry on its business as presently conducted, to enter into this Agreement, and to perform its obligations under this Agreement, including the conveyance described in Section 3. The execution, delivery, and performance of this Agreement and the transactions described in this Agreement have been duly and validly authorized by all requisite action on the part of MEPC. The execution, delivery, and performance of this Agreement will not violate or be in conflict with any provision of the organizational documents of MEPC, or any provision of any agreement or instrument to which MEPC is a party or by which MEPC is bound, or any statute, law, rule, regulation, judgment, decree, order, writ, or injunction applicable to MEPC.

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

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

E. Compliance with Law. MEPC has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to all or any part of the MEPC Arapaho Land.

F. Validity at Closing. The representations and warranties of MEPC shall be true on the date of the Closing.

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

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

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

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

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

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

Section 8. **Date of Closing.** Subject to the satisfaction of the conditions of Sections 6 and 7, the consummation of the conveyances and other transactions contemplated hereby (the "Closing") shall occur no later than 10 days after expiration of the last to expire of the MEPC Title Cure Period and the City Title Cure Period, but in no event later than June 30, 1998.

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

Section 10. **Obligations at Closing.** At the Closing the following shall occur:

A. **The City.** The City shall deliver to and in the name of Quorum I: (1) the City Deed duly executed and acknowledged, conveying good and indefeasible title in fee simple to all of City Land, free and clear of any and all liens, encumbrances, conditions, easements, assessments and restrictions except the Permitted Exceptions applicable to the City Land and the reservation of the Easement; (2) a counterpart of the Parking Agreement duly executed and acknowledged; (3) a "Bills Paid Affidavit" on the Title Company's standard form (but in any event satisfactory to City) verifying that there are no unpaid bills or claims for labor performed or materials furnished to the City Land prior to the Closing; (4) a designation agreement (the "Designation Agreement") designating the Title Company as, and the Title Company agrees to act and perform the duties and obligations of, the "reporting person" with respect to the transactions contemplated by this Agreement for purposes of 26 CFR § 1.6045-(e)(5) relating to the requirements for information reporting on real estate transactions closed on or after January 1, 1991; and (5) reasonable evidence of the authority of the City authorizing this transaction.

B. **MEPC.** MEPC shall deliver to the City: (1) the MEPC Deed duly executed and acknowledged conveying good and indefeasible title in fee simple to the MEPC Arapaho Land, free and clear of any and all liens, encumbrances, conditions, easements, assessments and restrictions except the Permitted Exceptions applicable to the MEPC Arapaho Land; (2) a counterpart of the Parking Agreement duly executed and acknowledged; (3) a duly executed and acknowledged "Bills Paid Affidavit" on the Title Company's standard form (but in any event satisfactory to MEPC) verifying that there are no unpaid bills or claims for labor performed or materials furnished to the MEPC Arapaho Land prior to the Closing; (4) a duly executed counterpart of the Designation Agreement; and (5) reasonable evidence of the authority of MEPC. To the extent that the MEPC Arapaho Land is owned in part by both Quorum I and Quorum II, then both such parties shall execute the MEPC Deed as to their applicable portion or Quorum II shall first convey its portion of the MEPC Arapaho Land to Quorum I and Quorum I shall execute the MEPC Deed conveying the

entirety of the MEPC Arapaho Land to City, all at MEPC's option.

Section 11. **Variances from Set Back Lines.** MEPC has certain monument signage in place with respect to the MEPC Land, as described on Exhibit B (though the monument sign that was on the northern boundary of the MEPC Land has been temporarily removed and stored due to the construction of Office Building 3). Since these monument signs were installed, City has passed certain ordinances establishing minimum 20 foot setbacks for such signage. As in place such signage is "grand fathered" and not in violation of any such ordinance. However, it shall be a condition precedent to all of MEPC's obligations hereunder that the City grant MEPC a permanent variance (i) allowing any existing monument signs that are not relocated to remain in place notwithstanding that they may violate current set back requirements, and (ii) after all construction and the conveyances described herein have been completed, or prior thereto at MEPC's option, such monument signage can be placed in its original location or moved to another location that may be as close to the street as originally located notwithstanding that such placement would otherwise violate any such set back requirements, all to MEPC's reasonable satisfaction.

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

Section 13. **Notice.** Where the terms of this Agreement require that notice in writing be provided, such notice shall be deemed delivered upon the hand delivery thereof to the following address, or upon deposit of the notice in the United States mail, postage prepaid, and sent by certified mail, return receipt requested and properly addressed as follows:

To the City:	To MEPC:
5300 Belt Line Road	15303 Dallas Parkway
Addison, Texas 75001	Suite 400
Attn: City Manager	Dallas, Texas 75248
	Attn: General Counsel

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

Section 14. **Application of Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Dallas County, Texas.

Section 15. **Successors and Assigns.** This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns. The City and MEPC shall not assign, transfer or otherwise convey this Agreement to any other person or entity

without the prior written consent of the non-transferring party, which consent may be withheld in the sole discretion of the non-transferring party. Any assignment of this Agreement otherwise shall be null and void.

Section 16. **Authority of Parties.** This Agreement shall become a binding obligation on the parties upon execution by both parties. The parties warrant and represent one to the other that the individual executing this Agreement on behalf of each party has full authority to execute this Agreement and bind the party to the same.

Section 17. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

Section 18. **No Limitation of Remedies.** Nothing in this Agreement shall be construed to limit any legal or equitable remedies of the parties.

Section 19. **Time of Essence.** Time is of the essence in this Agreement.

Section 20. **Expenses.** Except as otherwise provided in this Agreement, all fees, costs and expenses incurred in negotiating this Agreement or completing the transactions described in this Agreement shall be paid by the party incurring the fee, cost or expense.

[REMAINDER OF THIS PAGE INTENTIONALLY BLANK]

Section 21. **Counterparts.** This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

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

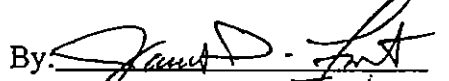
TOWN OF ADDISON, TEXAS


By: 
Ron Whitehead, City Manager

ATTEST:

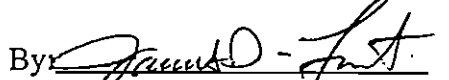
By: 
Carran Moran, City Secretary

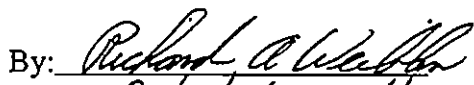
MEPC QUORUM PROPERTIES I INC.

By: 
Name: JAMES D. FANT
Title: Senior Vice President

By: 
Name: Richard A. Weibler
Title: V.P. Development

MEPC QUORUM PROPERTIES II INC.

By: 
Name: JAMES D. FANT
Title: Senior Vice President

By: 
Name: Richard A. Weibler
Title: V.P. Development

Exhibits:

- A: Legal Description of MEPC Land
- B: Illustration of MEPC Land
- C: Illustration of MEPC Arapaho Land
- D: Legal Description of MEPC Arapaho Land
- E: Legal Description of City Land
- F: Illustration of City Land
- G: City Deed
- H: MEPC Deed
- I: Parking Agreement

EXHIBIT A

LEGAL DESCRIPTION

MEPC LAND

BEING a tract of land situated in the Town of Addison, Dallas County, Texas, out of the G.W. Fisher Survey, Abstract Number 482 and the R. Wilburn Survey, Abstract Number 1580, and being part of Quorum North Offices, a 12.969 acre tract, said tract being an addition to the City of Addison, Dallas County, Texas as recorded in Volume 82230, Page 774 of the Deed Records of Dallas County, Texas, and being more particularly described as follows:

COMMENCING at the southeast corner of said 12.969 acre tract, thence South 85 deg. 50 min. 54 sec. West a distance of 37.91 feet to the POINT OF BEGINNING;

THENCE South 85 deg. 50 min. 54 sec. West a distance of 846.61 feet to an iron rod for corner; said point being in the East line of Arapaho Road (80 foot width Right-Of-Way);

THENCE North 00 deg. 25 min. 00 sec. West along said East line of Arapaho Road; a distance of 317.82 feet to an iron rod for beginning of a curve to the right;

THENCE along said curve to the right having a radius of 190.43 feet, a central angle of 64 deg. 21 min. 46 sec., a distance of 213.92 feet to an iron rod for the end of said curve;

THENCE North 63 deg. 56 min. 46 sec. East a distance of 368.91 feet to an iron rod for the beginning of a curve to the right;

THENCE along said curve to the right having a radius of 750.97 feet, a central angle of 21 deg. 28 min. 35 sec., a distance of 281.49 feet to an iron rod for the end of said curve;

THENCE North 85 deg. 25 min. 21 sec. East a distance of 142.34 feet to an iron rod for the beginning of a curve to the right;

THENCE along said curve to the right having a radius of 90.00 feet, a central angle of 104 deg. 35 min. 28 sec., a distance of 164.29 feet to an iron rod for the beginning of a compound curve to the right;

THENCE along a curve to the right having a radius of 1856.86 feet, a central angle of 02 deg. 48 min. 35 sec., a distance of 91.06 feet to an iron rod for the beginning of a reverse curve to the left;

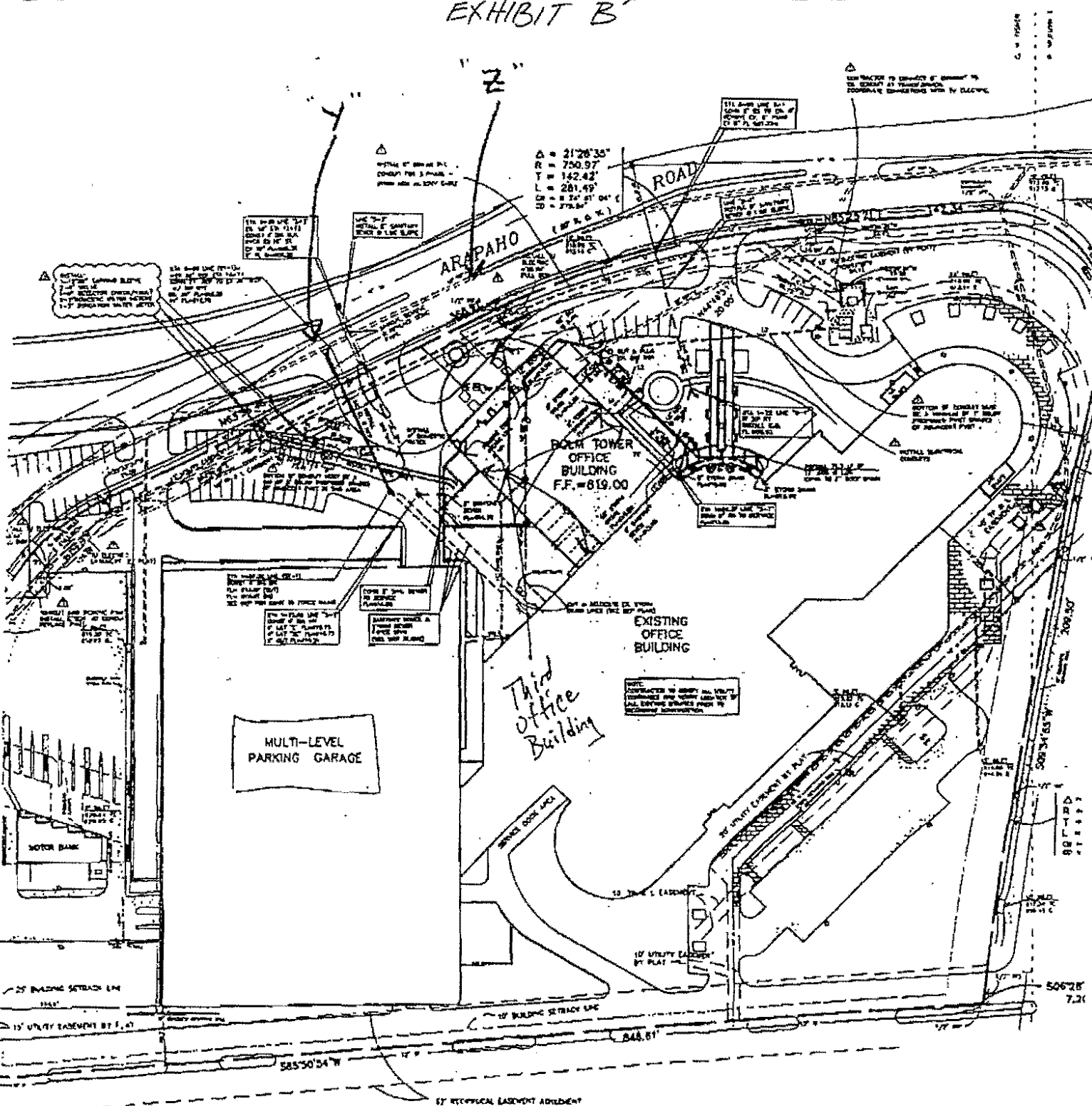
THENCE along a curve to the left having a radius of 1962.86 feet, a central angle of 02 deg. 54 min. 29 sec., a distance of 99.63 feet to an iron rod for the end of said curve;

THENCE South 09 deg. 54 min. 55 sec. West a distance of 209.50 feet to an iron rod for the beginning of a curve to the left;

THENCE along said curve to the left having a radius of 2874.79 feet, a central angle of 03 deg. 26 min. 01 sec., a distance of 172.28 feet to a "X" cut for the end of said curve;

THENCE South 06 deg. 28 min. 54 sec. West a distance of 7.20 feet to the POINT OF BEGINNING, and containing 535,073 square feet or 12.2836 acres of land, more or less.

EXHIBIT "B"



BY RECIPROCAL EASEMENT AGREEMENT
VOL. 82130 PG. 2230
VOL. 82100 PG. 2239

- 1. PERMANENT SHALL CONFORM TO THE LEVEL OF ADJACENT STAMENOS AND SPECIFICATIONS AND SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION FOR NORTH CAROLINA, LATEST EDITION OF ADJACENT AGENCY TO LIMITS.
- 2. STONES SHALL BE 3000 PSI STRENGTH AT 28 DAYS.
- 3. A NEW UNDER COEMENT 4" THICK SHALL BE USED ON ALL STORM SEWER SYSTEMS UNLESS OTHERWISE SPECIFIED BY THE CITY ENGINEER'S OFFICE.
- 4. ALL WORK SHALL BE UNDER THE SUPERVISION OF THE CITY ENGINEER'S OFFICE.
- 5. TO BE COMPACTED TO BANK OF STANDARD PROCTOR DENSITY IN 3% (1) WITH LITTLE.

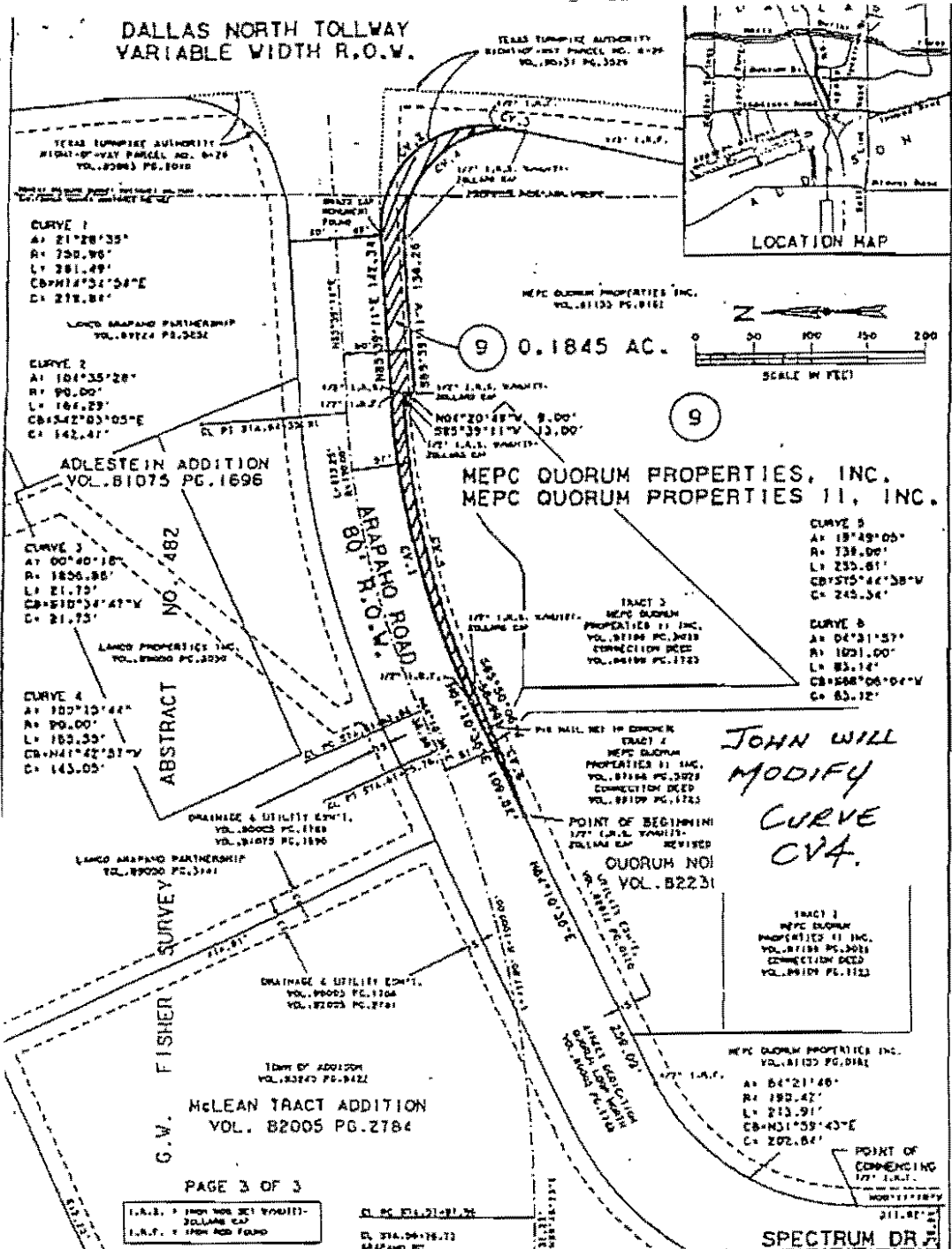
- 7. TRENCH EASEMENTS SHALL BE AS SHOWN AT CONDITIONS PERMIT, ANY DEVIATIONS FROM PLANNED ALIGNMENT SHALL HAVE PRIOR APPROVAL BY THE PROJECT ENGINEER/INSPECTOR. ALL TRENCH CUTS SHALL BE IN ACCORDANCE WITH EXISTING SAFETY REGULATIONS IN EFFECT.
- 8. TRENCH BOTTOMS SHALL BE UNDISTURBED, TAMPED OR RELATIVELY SMOOTH EARTH WHERE EXCAVATION IS IN SOIL. THE CONDUIT SHALL BE Laid ON A LAYER OF CLEAN BAGGELL.
- 9. ALL BAGGELL SHOULD BE FREE OF DEBRIS OR OTHER MATERIAL THAT MAY DAMAGE THE CONDUIT SYSTEM OR CAUSE SETTLING. THE MATERIAL SHOULD FILL THE VOIDS AROUND THE CONDUIT TO PREVENT HOT SPOTS AND SETTLING.
- 10. BAGGELL SHOULD BE ADEQUATELY COMPACTED. BAGGELL NOT UNDER PAVEMENT SHOULD BE COMPACTED TO THE DENSITY OF THE UNDERLYING UNDISTURBED SOIL. BAGGELL UNDER PAVEMENT SHOULD BE COMPACTED TO NOT LESS THAN 95% OF THE DENSITY OF THE UNDERLYING UNDISTURBED SOIL, AS DETERMINED BY ASTM DESIGNATION D-1556.



EXHIBIT "B"

DALLAS NORTH TOLLWAY
VARIABLE WIDTH R.O.W.

EXHIBIT C
Illustration
of MEPC Arapaho
Land
(crosshatched)



ERIC J. YANDRY, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 9822
6-18-97

McLEAN TRACT ADDITION
VOL. 82005 PG. 2784

SPECTRUM DR.
80' R.O.W.

McLEAN TRACT ADDITION
VOL. 82005 PG. 2784

OWNER: MEPC QUORUM PROPERTIES, INC.
AREA: 0.1845 ACRES DATE: 2/12/1995

HUITT-ZOLLARS
2121 BEAUMONT AVENUE SUITE 100
DALLAS, TEXAS 75201-2121

ARAPAH0 ROAD
RIGHT-OF-WAY EXHIBIT
TOWN OF ADDISON, TEXAS

Fors Town of Addison Public Maps
16801 Westinghouse, Addison, TX 75001
EXHIBIT PARCEL NO. 9
OWNER: MEPC QUORUM PROPERTIES, INC.
AREA: 0.1845 ACRES DATE: 2/12/1995

Exhibit D
MEPC Arapaho Land

DESCRIPTION

BEING 0.1845 of an acre tract of land situated in the G.W. Fisher Survey, Abstract No. 482, and the R. Wilburn Survey, Abstract No. 1580, Town of Addison, Dallas County, Texas and being a portion of the revised plat of Quorum North Office, a 12.969 acre addition to the Town of Addison, Texas as recorded in Volume 82230, Page 0774 of the Deed Records, and being portions of a 12.969 acre tract of land described in instrument MEPC Quorum Properties, Inc. as recorded in Volume 81133, Page 0162, Deed Records, Dallas County, Texas and that tract of land described as Tract 4 in instrument to MEPC Quorum Properties II, Inc., as recorded in Volume 87186, Page 3026, Deed Records, Dallas County, Texas and by correction deed recorded in Volume 88109, Page 1723, Deed Records, Dallas County, Texas, and being more particularly described as follows:

1. COMMENCING at a 1/2 inch iron rod found on the platted East right-of-way line of Spectrum Drive (80 foot wide right-of-way, originally platted as Quorum Loop North as per final plat of Quorum North, an addition to the Town of Addison, Texas, as recorded in Volume 80005, Page 1768, Deed Records, Dallas County, Texas), said point being North 00 degrees 11 minutes 10 seconds West, 317.82 feet from the Southeast corner of said Quorum North Offices addition and the point of curvature of a curve to the right having a central angle of 64 degrees 21 minutes 46 seconds, a radius of 190.42 feet and being subtended by a 202.84 foot chord bearing North 31 degrees 59 minutes 43 seconds East;
2. THENCE Northeasterly along said curve to the right and platted Easterly right-of-way line of Spectrum Drive and platted Southeasterly right-of-way line of Arapaho Road, an arc distance of 213.91 feet to a 1/2 inch iron rod found at the end of said curve;
3. THENCE North 64 degrees 10 minutes 36 seconds East along the platted Southeasterly right-of-way line of Arapaho Road (80 foot wide right-of-way, originally platted as Quorum Loop North), a distance of 259.09 feet to a 1/2 inch iron rod set with "Huitt-Zollars" cap for the POINT OF BEGINNING of this tract;
4. THENCE continuing North 64 degrees 10 minutes 36 seconds East along the platted Southeasterly right-of-way line of Arapaho Road a distance of 109.82 feet to a 1/2 inch iron rod found for the point of curvature of a curve to the right having a central angle of 21 degrees 28 minutes 35 seconds, a radius of 750.96 feet and being subtended by a 279.84 foot chord bearing North 74 degrees 54 minutes 54 seconds East;
5. THENCE Easterly along the platted Southerly right-of-way line of Arapaho Road an arc distance of 281.49 feet to a 1/2 inch iron rod found at the end of said curve;
6. THENCE North 85 degrees 39 minutes 11 seconds East along the platted Southerly line of Arapaho Road a distance of 142.34 feet to a brass cap monument found for the most Northwesterly corner of Texas Turnpike Authority Right-of-Way Parcel No.

Exhibit D

DESCRIPTION

- 6-26 (for Dallas North Tollway) as described in instrument to the Texas Turnpike Authority, as recorded in Volume '90137, Page 3520, Deed Records, Dallas County, Texas, said point being the beginning of a curve to the right having a central angle of 104 degrees 35 minutes 28 seconds, a radius of 90.00 feet and being subtended by a 142.41 foot chord bearing South 42 degrees 03 minutes 05 seconds East;
7. THENCE Southeasterly along said curve to the right and Westerly line of said TTA Parcel No. 6-26 an arc distance of 164.29 feet to a 1/2 inch iron rod found for the point of compound curvature of a curve to the right having a central angle of 00 degrees 40 minutes 16 seconds, a radius of 1856.86 feet and being subtended by a 21.75 foot chord bearing South 10 degrees 34 minutes 47 seconds West;
8. THENCE Southerly along said curve to the right and Westerly line of said TTA Parcel No. 6-26 an arc distance of 21.75 feet to a 1/2 inch iron rod set with "Huitt-Zollars" cap for a corner, said point being the beginning of a curve to the left having a central angle of 105 degrees 15 minutes 44 seconds, a radius of 90.00 feet and being subtended by a 143.05 foot chord bearing North 41 degrees 42 minutes 57 seconds West;
9. THENCE Northwesterly along said curve to the left and departing said Westerly line of TTA Parcel No. 6-26 an arc distance of 165.35 feet to a 1/2 inch iron rod set with "Huitt-Zollars" cap for the end of said curve;
10. THENCE South 85 degrees 39 minutes 11 seconds West parallel with and 20.00 feet Southerly from the Southerly right-of-way line of said Arapaho Road, a distance of 136.63 feet to a 1/2 inch iron rod set with "Huitt-Zollars" cap for a corner;
11. THENCE North 04 degrees 20 minutes 49 seconds West a distance of 9.00 feet to a 1/2 inch iron rod set with "Huitt-Zollars" cap for a corner;
12. THENCE South 85 degrees 39 minutes 11 seconds West parallel with and 11.00 feet Southerly from the Southerly right-of-way line of Arapaho Road a distance of 13.00 feet to a 1/2 inch iron rod set with "Huitt-Zollars" cap for the point of curvature of a curve to the left having a central angle of 19 degrees 49 minutes 05 seconds, a radius of 739.00 feet and being subtended by a 254.34 foot chord bearing South 75 degrees 44 minutes 38 seconds West;
13. THENCE Westerly along said curve to the left an arc distance of 255.61 feet to a 1/2 inch iron rod set with "Huitt-Zollars" cap for the end of said curve;
14. THENCE South 65 degrees 50 minutes 06 seconds West a distance of 36.90 feet to a P-K nail set with "Huitt-Zollars" cap for the point of curvature of a curve to

Exhibit D

DESCRIPTION

the right having a central angle of 04 degrees 31 minutes 57 seconds, a radius of 1051.00 feet and being subtended by a 83.12 foot chord bearing South 68 degrees 06 minutes 04 seconds West;

15. THENCE Westerly along said curve to the right an arc distance of 83.14 feet to the POINT OF BEGINNING, CONTAINING 0.1845 of an acre of land, more or less.

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

LAND DESCRIPTION

CITY LAND

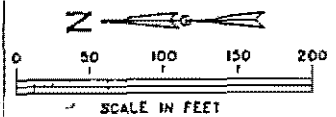
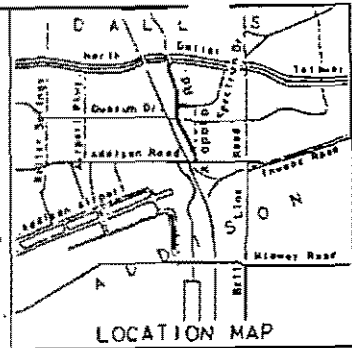
PARCEL NO. 8
ARAPAHO ROAD
JUNE 12, 1997

BEING 0.3318 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 Arapaho Road / Spectrum Drive (80 foot wide right-of-way) originally a dedicated street right-of-way named Quorum Loop North as per final plat of Quorum North, an addition to the Town of Addison, Texas as recorded in Volume 80005, Page 1768, Deed Records, Dallas County, Texas, and being more particularly described as follows:

1. COMMENCING at a 1/2 inch iron rod found on the platted east right-of-way line of Spectrum Drive (formerly Quorum Loop North, 80 foot wide right-of-way as described above), said point being North 00 degrees 11 minutes 10 seconds West, 317.82 feet from the southeast corner of a 12.969 acre addition as per the revised plat of Quorum North Offices, an addition to the Town of Addison, Texas as recorded in Volume 82230, Page 0774, Deed Records, Dallas County, Texas and being the point of curvature of a curve to the right having a central angle of 20 degrees 26 minutes 58 seconds, a radius of 190.42 feet and being subtended by a 67.60 foot chord bearing North 10 degrees 02 minutes 19 seconds East;
2. THENCE northerly along said curve to the right and platted easterly right-of-way of Spectrum Drive an arc distance of 67.96 feet to a 1/2 inch iron rod set with "Huitt-Zollars" cap for the POINT OF BEGINNING of this tract;
3. THENCE North 00 degrees 11 minutes 10 seconds West departing said easterly right-of-way line of Spectrum Drive, a distance of 136.68 feet to a 1/2 inch iron rod set with "Huitt-Zollars" cap for a corner on the platted northwesterly right-of-way of Arapaho Road / Spectrum Drive, said point being the beginning of a non-tangent curve to the right having a central angle of 07 degrees 34 minutes 16 seconds, a radius of 270.42 feet and being subtended by a 35.71 foot chord bearing North 52 degrees 18 minutes 57 seconds East;
4. THENCE northeasterly along said curve to the right and platted northwesterly right-of-way line of Arapaho Road / Spectrum Drive an arc distance of 35.73 feet to a 1/2 inch iron rod set with "Huitt-Zollars" cap for a corner, said point being the beginning of a non-tangent curve to the left having a central angle of 16 degrees 47 minutes 42 seconds, a radius of 1051.00 feet and being subtended by a 306.98 foot chord bearing North 78 degrees 45 minutes 54 seconds East;
5. THENCE easterly along said curve to the left and departing said northwesterly right-of-way line of Arapaho Road / Spectrum Drive an arc distance of 308.08 feet to a 1/2 inch iron rod set with "Huitt-Zollars" cap for a corner on the platted southerly right-of-way line of Arapaho Road;
6. THENCE South 64 degrees 10 minutes 36 seconds West along said platted southerly right-of-way line of Arapaho Road a distance of 259.09 feet to a 1/2 inch iron rod found for the point of curvature of a curve to the left having a central angle of 43 degrees 54 minutes 48 seconds, a radius of 190.42 feet and being subtended by a 142.40 foot chord bearing South 42 degrees 13 minutes 12 seconds West;
7. THENCE southeasterly along said curve to the left and southeasterly right-of-way line of Arapaho Road / Spectrum Drive an arc distance of 145.94 feet to the POINT OF BEGINNING, CONTAINING 0.3318 of an acre of land, more or less.

(cross street)

8 TOWN OF ADDISON



TRACT 2
MEPC QUORUM
PROPERTIES II INC.
VOL. 81186 PG. 3020
CORRECTION DEED
VOL. 88109 PG. 1723
0.3318 AC.

ADLESTEIN ADDITION
VOL. 81075 PG. 1696

REVISED FINAL PLAT
QUORUM NORTH OFFICES
VOL. 82230 PG. 0774

LANCO PROPERTIES INC.
VOL. 89030 PG. 3030

DRAINAGE & UTILITY ESM #1
VOL. 80005 PG. 1768
VOL. 81075 PG. 1696

TRACT 4
MEPC QUORUM
PROPERTIES II INC.
VOL. 81886 PG. 3028
CORRECTION DEED
VOL. 88109 PG. 1723

LANCO ARAPAHO PARTNERSHIP
VOL. 89030 PG. 3144
VOL. 89224 PG. 3252

DRAINAGE & UTILITY ESM #1
VOL. 80005 PG. 1768
VOL. 82005 PG. 2784

A = 16°47'42"
R = 1031.00'
L = 308.08'
CB = N78°45'54"E
C = 306.98'

A = 07°34'16"
R = 270.42'
L = 35.73'
CB = N52°18'57"E
C = 35.71'

MEPC QUORUM PROPERTIES INC.
VOL. 81133 PG. 0162

POINT OF BEGINNING
1/2" I.R.S. VMMU11-
ZOLLARS CAP

POINT OF COMMENCING
1/2" I.R.S.

SPECTRUM DR.
80' R.O.W.

McLEAN TRACT ADDITION
VOL. 82005 PG. 2784
TOWN OF ADDISON
VOL. 93243 PG. 6422

DRAINAGE & UTILITY
EASEMENT
VOL. 80005 PG. 1768

McLEAN TRACT ADDITION
VOL. 82005 PG. 2784
CARRAMERICA REALTY, L.P.
VOL. 97055 PG. 3445

CURVE 1
A = 20°26'58"
R = 190.42'
L = 67.96'
CB = N10°02'19"E
C = 67.60'

CURVE 2
A = 43°54'48"
R = 190.42'
L = 145.94'
CB = S42°13'12"W
C = 142.40'

QUORUM DRIVE 80' R.O.W.

This is to certify that the above survey was made from my observations on June 12, 1995 and that the same was done in strict accordance with the law and subject to the laws of my knowledge.

This drawing may not be reproduced without the written permission of Eric J. Yaroddy, Registered Professional Land Surveyor.

For Multi-Zoning, Inc.

ERIC J. YARODDY, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4852

I.R.S. = IRON ROD SET VMMU11-
ZOLLARS CAP
I.R.F. = IRON ROD FOUND

PAGE 2 OF 2

BASIS OF BEARINGS: The orientation bearing of existing records shall be as per platting record drawings on file.

HUITT-ZOLLARS
3133 MCINNEY AVENUE, SUITE 800
DALLAS, TEXAS 75214-4311

ARAPAHO ROAD
EXHIBIT MAP
TOWN OF ADDISON, TEXAS

File: Town of Addison Public Works
16801 Westgrove, Addison, TX 75001
EXHIBIT PARCEL NO. 8
OWNER: TOWN OF ADDISON
AREA: 0.3318 ACRES DATE: JUN. 12, 1995

Exhibit "G"

SPECIAL WARRANTY DEED
(With Reservation of Easement)

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

That **TOWN OF ADDISON, TEXAS**, a Texas municipal corporation (**Grantor**), for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration paid to Grantor by Grantee (hereinafter defined), having an address of 5300 Belt Line Road, Addison, Texas 75001, the receipt and sufficiency of which are hereby acknowledged, does hereby **GRANT, SELL, CONVEY, ASSIGN and DELIVER** to **MEPC QUORUM PROPERTIES I INC.**, a Delaware corporation (**Grantee**), the real property situated in the Town of Addison, Dallas County, County, Texas described in Exhibit "A" attached hereto and made a part hereof (the **Land**) together with all improvements thereon, fixtures affixed thereto and, to the extent that such pertain solely to the Land all rights and interests appurtenant thereto, subject to general real estate taxes on the Land for the current year, zoning laws, regulations and ordinances of municipal and other governmental authorities, if any, affecting the Land, and all matters set forth on Exhibit "B" attached hereto and made a part hereof to the extent the same are valid and subsisting and affect the Land.

The conveyance herein notwithstanding, Grantor hereby reserves for itself an easement (the "Easement") under, over, in, along and across the Land for public utilities and right-of-way, subject to the following terms and conditions:

1. Current Use. Neither the right-of-way nor any utilities owned and operated by the City on the Land may be expanded in any way beyond their use on the date hereof.

2. Maintenance and Repairs. Grantor shall keep the Land in as good a condition as it is in on the day hereof. Grantor shall be solely responsible for the repair and maintenance of the pavement and all appurtenances thereon and thereto located on or within or under the Land used for right-of-way and/or City utility purposes. Such responsibilities shall include, without limitation and as necessary, the resurfacing, patching, sweeping, cleaning, repairing, restriping and lighting of that portion of the Land used for right-of-way purposes. Grantor agrees that for so long as the Easement is in effect, Grantee shall have no responsibility for the upkeep or repair of the Land, all such expenses being the expense of Grantor. In the event that Grantor shall fail to maintain and repair the Land as required hereby, and such failure continues for a period of fifteen (15) days following notice by Grantee, then, in addition to any other rights or remedies Grantee may have at law or equity, Grantee shall have the right and privilege (but not the obligation) to enter on the Land for the purpose of performing Grantor's obligations and in such event Grantee shall be entitled to collect the costs of any such maintenance or repair from

Grantor upon demand. Upon the failure of the Grantor to pay such sums upon demand, interest will accrue on such sums until paid in full at the highest rate permitted under the laws of the State of Texas.

3. Insurance. Grantor, at its own expense; shall maintain in full force and effect while the Easement exists a policy or policy(ies) of worker's compensation and commercial general liability insurance, including personal injury and property damage, with contractual liability endorsement, in the amount of not less than \$5,000,000.00 for property damages and \$5,000,000.00 per occurrence for personal injuries or deaths of persons occurring in or about the Land; provided, such limits may be adjusted upward in Grantee's reasonable discretion. Said policy(ies) shall (i) name Grantee as an additional insured (except for the worker's compensation policy, which instead shall include waiver of subrogation endorsement in favor of Grantee) and, (ii) be issued on an occurrence (not claims made) basis, (iii) be issued by an insurance company which is reasonably acceptable to Grantee [Grantee hereby agreeing that Texas Municipal League Intergovernmental Risk Pool is an acceptable insurer], and (iv) provide that said insurance shall not be canceled unless thirty (30) days prior written notice shall have been given to Grantee. Notwithstanding (i) above, if the terms of Grantor's insurance do not allow or prohibits the naming of Grantee as an additional insured under the required policy, Grantor shall instead cause its insurer to issue policy endorsements providing for indemnification of Grantee under and pursuant to said policies in a form or forms reasonably acceptable to Grantee. A certificate of said policy or policies shall be delivered to Grantee by Grantor upon demand and at least thirty (30) days prior to the effective date of each renewal of said insurance.
4. Indemnity. Grantor shall indemnify and hold Grantee harmless from and against any and all fines, suits, costs, liabilities, claims, losses, demands, actions and judgments of every kind and character (collectively, "Liabilities") suffered by, recovered from, or asserted against Grantee, (i) arising by reason of any breach, violation or non-performance by Grantor of any term, provision, covenant, condition or agreement to be performed or abided by Grantor hereunder, or (ii) arising on account of death, injury or damage to person or property in, on, or about the Land, or any part thereof, where such death, injury or damage arises, in whole or in part, through the use of the Land for the Easement, together with reasonable court costs and attorneys fees incurred by Grantee in defending same unless, but then only to the extent that, the Liabilities, or any of them arose out of or were caused by the negligence or wrongful acts or omissions of Grantee. Upon the occurrence of an event which Grantor is required to indemnify Grantee against, and upon demand by Grantee, Grantor shall employ counsel reasonably acceptable to Grantee and defend Grantee against any liability for such event, all at Grantor's cost. The indemnities and covenants of Grantor shall survive the expiration or termination of the Easement with respect to any claims or liability occurring prior to such expiration or termination.
5. Termination. Except as otherwise provided for herein, the Easement shall terminate automatically and be of no further force or effect upon the earlier to occur of (i)

completion of the intersection of Spectrum Drive and Arapaho Road along the northern and western boundary lines of the Land and (ii) December 31, 1999. After such termination, Grantee shall have no further rights to possess or use the Land except that Grantee shall have an easement on, over, under, and across the Land to operate, maintain, and repair such public utilities (including, but not limited to, water, sewer, and storm water) as may be agreed by Grantee or to which Grantee took the Land subject to or which exist on the effective date hereof.

6. Covenant to Run with the Land. The Easements, covenants and agreements herein set forth shall run with the Land and inure to the benefit of and be binding upon the successors and assigns of the parties hereto and any person acquiring any rights, title or interest in and to the Land.
7. Attorneys' Fees. In the event it becomes necessary for either party to file a suit to enforce its rights hereunder or any provision contained herein, and provided that such party prevails in such suit, such party shall be entitled to recover, in addition to all other remedies and damages, reasonable attorneys' fees incurred in such suit.

TO HAVE AND TO HOLD the Land, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee, its successors and assigns forever, and Grantor does hereby bind itself and its successors and assigns to warrant and forever defend all and singular the Land unto Grantee, its successors and assigns against every person whomsoever lawfully claiming, or to claim the same, or any part thereof by, through or under Grantor, but not otherwise, subject, however, as aforesaid.

IN WITNESS WHEREOF, this Special Warranty Deed is executed by Grantor to be effective as of the ____ day of _____, 1998.

GRANTOR:

TOWN OF ADDISON, TEXAS, a
Texas municipal corporation

By: _____

Name: _____

Title: _____

ATTEST:

By: _____
Carman Moran, City Secretary

STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me on this ____ day of _____, 1997, by _____ of TOWN OF ADDISON, TEXAS, a Texas municipal corporation, on behalf of said corporation.

Notary Public in and for
the State of Texas

My Commission Expires:

Printed/Typed Name of Notary

Exhibit "H"

SPECIAL WARRANTY DEED

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

That MEPC QUORUM PROPERTIES [] INC., a Delaware corporation (Grantor), for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration paid to Grantor by Grantee (hereinafter defined), having an address of 15303 Dallas Parkway, Suite 400, Dallas, Texas 75248, the receipt and sufficiency of which are hereby acknowledged, does hereby GRANT, SELL, CONVEY, ASSIGN and DELIVER to TOWN OF ADDISON, TEXAS, a Texas municipal corporation (Grantee), the real property situated in the Town of Addison, Dallas County, Texas described in Exhibit "A" attached hereto and made a part hereof (the Land) together with all improvements thereon, fixtures affixed thereto and, to the extent that such pertain solely to the Land all rights and interests appurtenant thereto, subject to general real estate taxes on the Land for the current year, zoning laws, regulations and ordinances of municipal and other governmental authorities, if any, affecting the Land, and all matters set forth on Exhibit "B" attached hereto and made a part hereof to the extent the same are valid and subsisting and affect the Land.

TO HAVE AND TO HOLD the Land, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee, its successors and assigns forever, and Grantor does hereby bind itself and its successors and assigns to warrant and forever defend all and singular the Land unto Grantee, its successors and assigns against every person whomsoever lawfully claiming, or to claim the same, or any part thereof by, through or under Grantor, but not otherwise, subject, however, as aforesaid.

IN WITNESS WHEREOF, this Special Warranty Deed is executed by Grantor to be effective as of the _____ day of _____, 1998

GRANTOR:

MEPC QUORUM PROPERTIES [] INC.,
a Delaware corporation

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me on this ____ day of _____, 1997, by _____ of MEPC QUORUM PROPERTIES [] INC., a Delaware corporation, on behalf of said corporation.

Notary Public in and for
the State of Texas

My Commission Expires:

Printed/Typed Name of Notary

Exhibit "I"

TOWN OF ADDISON §
 § **PARKING AGREEMENT**
COUNTY OF DALLAS §

THIS AGREEMENT is entered into this ___ day of _____, 1998 by and between the Town of Addison, Texas (the "City") and MEPC Quorum Properties I Inc., a Delaware corporation ("Quorum I") and MEPC Quorum Properties II Inc., a Delaware corporation (together with Quorum I, "MEPC").

RECITALS:

WHEREAS, MEPC is the owner of a 12.2836 acre tract of land located in the Town of Addison, Texas at the southeast corner of the intersection of Arapaho Road and Spectrum Drive, which land is legally described on Exhibit A attached hereto and incorporated herein by reference and is depicted on Exhibit B attached hereto and incorporated herein (the "MEPC Land"). Located on the MEPC Land is a parking garage (the "Parking Garage"), the location of which is depicted on Exhibit B;

WHEREAS, the City each year sponsors certain area-wide special events at and around the City's Conference and Theatre Centre (the "Centre"). Because of its relatively close proximity to the Centre, the City desires to use the Parking Garage for parking by special events patrons, and MEPC desires to allow the City to use the Parking Garage during such special events. The terms and conditions of the use of the Parking Garage are addressed herein.

WITNESSETH:

NOW, THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), the mutual covenants and obligations set forth herein, the benefits flowing to each of the parties hereto, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and MEPC do hereby contract and agree as follows:

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

Section 2. **Parking Garage.** The City shall be entitled, at its discretion but subject to the terms and conditions hereof, to use the Parking Garage for parking purposes for patrons of certain special events sponsored by the City. Special events sponsored by the City include events known as Taste Addison, Oktoberfest, and Kaboom Town (without limitation, the "Events"). The use of the Parking Garage for such Events shall be in accordance with the following:

A. The City shall be entitled to use the Parking Garage for an Event on each July 3rd (beginning at 6:00 p.m. and ending at 11:59 p.m.) of each calendar year during the term of this

Agreement and otherwise for no more than five (5) weekends (each beginning at 6:00 p.m. on Friday night and ending at 11:59 p.m. on Sunday). At least thirty (30) days prior to any Event, the City shall notify MEPC of its need to use the Parking Garage for such Event, the number of days the City will need to use the Parking Garage in connection with the Event, and the anticipated hours of such use. City's and all Event patron's right of parking hereunder extend only to the Parking Garage and not to any surface parking.

B. At all times during the use of the Parking Garage by the City, the City shall post a security officer for traffic control and safety purposes at or within the Parking Garage.

C. The City shall, at its sole cost and expense, clean the Parking Garage promptly (commencing on the day after such Event if such day is not a legal holiday) and remove from the Parking garage any and all debris and garbage in Parking Garage and in or around the MEPC Land resulting or reasonably thought to have resulted from the use of the Parking Garage by Event patrons.

D. The City, at its own expense, shall maintain during the term of this Agreement a policy or policy(ies) of worker's compensation and commercial general liability insurance, including personal injury and property damage, with contractual liability endorsement, in the amount of not less than \$5,000,000.00 for property damages and \$5,000,000.00 per occurrence for personal injuries or deaths of persons occurring in or about the Parking Garage or the MEPC Land; provided, such limits may be adjusted upward in MEPC's reasonable discretion. Said policy(ies) shall (i) name MEPC as an additional insured (except for the worker's compensation policy, which instead shall include waiver of subrogation endorsement in favor of MEPC) and, (ii) be issued on an occurrence (not claims made) basis, (iii) be issued by an insurance company which is reasonably acceptable to MEPC [MEPC hereby agreeing that Texas Municipal League Intergovernmental Risk Pool is an acceptable insurer], and (iv) provide that said insurance shall not be canceled unless thirty (30) days prior written notice shall have been given to MEPC. Notwithstanding (i) above, if the terms of City's insurance do not allow or prohibits the naming of MEPC as an additional insured under the required policy, City shall instead cause its insurer to issue policy endorsements providing for indemnification of MEPC under and pursuant to said policies in a form or forms reasonably acceptable to MEPC. A certificate of said policy or policies shall be delivered to MEPC by City upon commencement of the term of this Agreement and at least thirty (30) days prior to the effective date of each renewal of said insurance.

E. City shall indemnify and hold MEPC harmless from and against any and all fines, suits, losses, costs, liabilities, claims, losses, demands, actions and judgments of every kind and character suffered by, recovered from, or asserted against MEPC arising out of the use of the Parking Garage by the City or any patron of an Event, including, without limitation, any action brought by any such patron against MEPC, together with reasonable court costs and attorneys fees incurred by MEPC in defending same. Upon the occurrence of an event which City is required to indemnify MEPC against, and upon demand by MEPC, City shall employ counsel reasonably acceptable to MEPC and defend MEPC against any liability for such event, all at City's sole cost and expense. The provisions of this Section 2.E shall survive the expiration or termination of this Agreement with respect to any claims or liability occurring prior to such expiration or termination.

F. The City's right to use the Parking Garage provided for herein shall be non-exclusive but concurrent with the rights of MEPC, its tenants, customers, and guests.

Section 3. **Lighting.** MEPC shall at all times during the City's use of the Parking Garage, at its own cost and expense, keep the Parking Garage illuminated in accordance with its normal business procedures. MEPC shall have no obligation to provide additional lighting during an Event.

Section 4. **Successors; Covenant Running with the Land.** MEPC understands and agrees that this Agreement shall be a covenant running with the MEPC Land, and that this Agreement shall fully bind any and all successors and assigns of MEPC who acquire any right, title, or interest in or to the MEPC Land or any part thereof. Any person who acquires any right, title, or interest in or to the MEPC Land, or any part thereof, thereby agrees and covenants to abide by and fully perform this Agreement

Section 5. **Term of this Agreement.** The term of this Agreement shall commence on March 1, 1998 and terminate on February 28, 2018; provided, however, that MEPC shall be entitled to terminate this Agreement prior to February 28, 2018 upon delivery to the City of written notice of its intent to terminate this Agreement. Such termination shall be effective on the sixtieth (60th) day after the date MEPC has delivered notice thereof to the City in accordance with the provisions of this Agreement. In the event MEPC exercises such right, MEPC shall pay to the City, on or before the date which is the sixtieth (60th) day after MEPC's notice of termination is delivered to the City, the sum of: (a) \$20,000.00 if the date such earlier termination is prior to March 1, 2008 and (b) \$10,000.00 if the date of such earlier termination is on or after March 1, 2008. In the event that MEPC fails to make such payment to the City, the written notice provided by MEPC to the City shall be deemed null and void, and this Agreement shall continue in full force and effect in accordance with the terms hereof, provided that MEPC shall retain the right to give additional notices of termination as herein provided, the failure to make such payment not constituting a waiver of its rights hereunder. Upon the termination of this Agreement, neither party shall have any further obligations one to the other except for those by which their express terms survive such termination.

Section 6. **Entire Agreement.** This Agreement contains the entire agreement between the parties covering the subject matter. No modifications or amendments shall be valid unless in writing and signed by the parties.

Section 7. **Notice.** Where the terms of this Agreement require that notice in writing be provided, such notice shall be deemed delivered upon the hand delivery thereof to the following address, or upon deposit of the notice in the United States mail, postage prepaid, and sent by certified mail, return receipt requested and properly addressed as follows:

To the City:

5300 Belt Line Road
Addison, Texas 75001
Attn: City Manager

To MEPC:

15303 Dallas Parkway
Suite 400
Dallas, Texas 75248
Attn: General Counsel

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

Section 8. Application of Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Dallas County, Texas.

Section 9. Assignment. The City may not assign, transfer or otherwise convey this Agreement to any other person or entity without the prior written consent of MEPC, which may be withheld in MEPC's sole discretion. This Agreement shall be binding upon and inure to the benefit of any successor in interest of MEPC in and to the Parking Garage and the MEPC Land.

Section 10. Casualty/Condemnation/Use. If the Parking Garage is destroyed by casualty or taken by condemnation, MEPC shall have no obligation under this Agreement to rebuild or reconfigure the Parking Garage. However, if MEPC rebuilds the Parking Garage and the term of this Agreement has not otherwise expired, the City's rights to use the Parking Garage shall continue in the reconstructed Parking Garage in accordance with the terms hereof.

Section 11. Authority of Parties. This Agreement shall become a binding obligation on the parties upon execution by both parties. The parties warrant and represent one to the other that the individual executing this Agreement on behalf of each party has full authority to execute this Agreement and bind the party to the same.

[SIGNATURES ON PAGE FOLLOWING]

Section 12. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

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

CITY:
TOWN OF ADDISON, TEXAS

By: _____
Ron Whitehead, City Manager

ATTEST:

By: _____
Carman Moran, City Secretary

MEPC:
MEPC QUORUM PROPERTIES I INC.

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

MEPC QUORUM PROPERTIES II INC.

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Exhibits:

- A: MEPC Land
- B: Illustration of MEPC Land and Parking Garage

STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me on this ____ day of _____, 1998, by _____ of MEPC QUORUM PROPERTIES I INC., a Delaware corporation, on behalf of said corporation.

Notary Public in and for
the State of Texas

My Commission Expires:

Printed/Typed Name of Notary

STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me on this ____ day of _____, 1998, by _____ of MEPC QUORUM PROPERTIES II INC., a Delaware corporation, on behalf of said corporation.

Notary Public in and for
the State of Texas

My Commission Expires:

Printed/Typed Name of Notary

STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me on this ____ day of _____, 1998, by _____ of the Town of Addison, Texas, on behalf of said town.

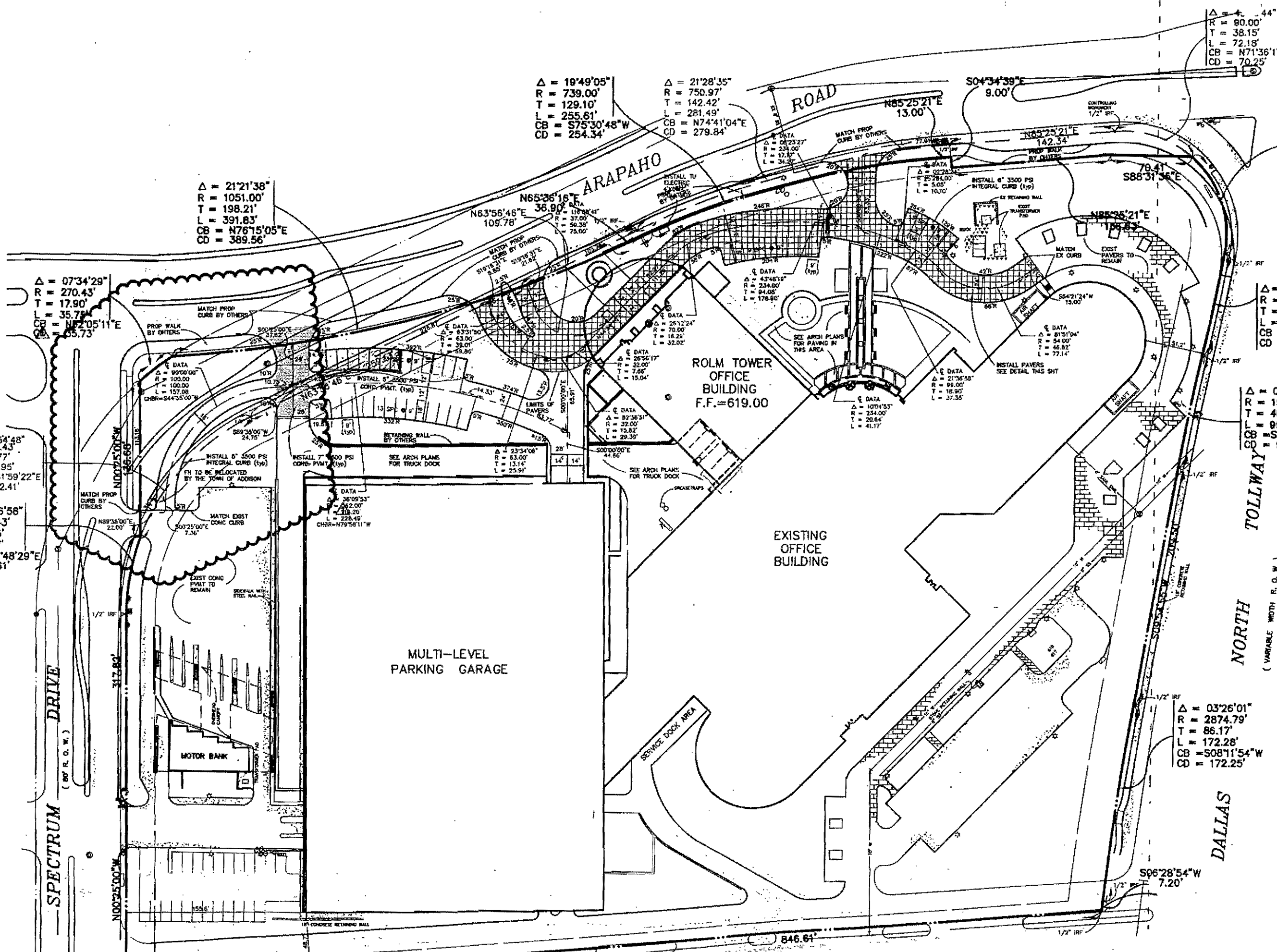
Notary Public in and for
the State of Texas

My Commission Expires:

Printed/Typed Name of Notary



7-16-98



$\Delta = 4^{\circ}44'$
 $R = 80.00'$
 $T = 38.15'$
 $L = 72.18'$
 $CB = N71^{\circ}36'17\"W$
 $CD = 70.25'$

$\Delta = 19^{\circ}49'05''$
 $R = 739.00'$
 $T = 129.10'$
 $L = 255.61'$
 $CB = S75^{\circ}30'48\"W$
 $CD = 254.34'$

$\Delta = 21^{\circ}28'35''$
 $R = 750.97'$
 $T = 142.42'$
 $L = 281.49'$
 $CB = N74^{\circ}41'04\"E$
 $CD = 279.84'$

$\Delta = 21^{\circ}21'38''$
 $R = 1051.00'$
 $T = 198.21'$
 $L = 391.83'$
 $CB = N76^{\circ}15'05\"E$
 $CD = 389.56'$

$\Delta = 58^{\circ}38'44''$
 $R = 90.00'$
 $T = 50.55'$
 $L = 92.11'$
 $CB = S19^{\circ}18'33\"E$
 $CD = 88.15'$

$\Delta = 07^{\circ}34'29''$
 $R = 270.43'$
 $T = 17.90'$
 $L = 35.75'$
 $CB = N2^{\circ}05'11\"E$
 $CD = 35.73'$

$\Delta = 02^{\circ}48'35''$
 $R = 1858.86'$
 $T = 45.54'$
 $L = 91.06'$
 $CB = S11^{\circ}25'06\"E$
 $CD = 91.05'$

$\Delta = 43^{\circ}54'48''$
 $R = 190.43'$
 $T = 76.77'$
 $L = 145.95'$
 $CB = N41^{\circ}59'22\"E$
 $CD = 142.41'$

$\Delta = 02^{\circ}54'29''$
 $R = 1962.86'$
 $T = 49.82'$
 $L = 99.63'$
 $CB = S11^{\circ}22'09\"W$
 $CD = 99.61'$

$\Delta = 20^{\circ}26'58''$
 $R = 190.43'$
 $T = 34.35'$
 $L = 67.97'$
 $CB = N09^{\circ}48'29\"E$
 $CD = 67.61'$

$\Delta = 03^{\circ}26'01''$
 $R = 2874.79'$
 $T = 86.17'$
 $L = 172.28'$
 $CB = S08^{\circ}11'54\"W$
 $CD = 172.25'$

ONSITE PAVING GENERAL NOTES

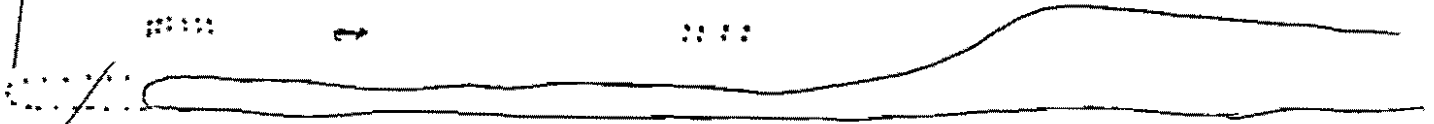
- All materials and workmanship shall conform to the Standards and Specifications, 2510-1 Details and Specifications for Public Works Construction for N. Texas, latest edition and the City of Addison addenda.
- The paving contractor shall be responsible for the water and sanitary sewer appurtenances in accord with standard details and specifications of the City of Addison.
- The subgrade should be in a moist condition at the time of paving.
- Dummy joints should be formed by one of the following methods: sawed, hand-formed or formed by preformed filler. Sawed joints should be equal to one-fourth (1/4) of the slab thickness. Handformed joints should have a maximum edge of 1/4 inch. Sawing of joints should begin as soon as the concrete has hardened sufficiently to permit sawing without cracking. All joints should be completed before the concrete is completely through the curb. All joint openings should be sealed before opening parking area to traffic.

JOINT SPACING

Expansion Joints	90' Max
Sawed Joints	18' for 7"
Sawed Joints	12' for 5"
Construction Joints	Located as Shown or Expanded

BENCHMARK:
 SQUARE CUT ON SOUTHEAST CORNER OF CONCRETE AT FRONT ENTRANCE TO 4805 ARAPAHO ROAD.

P7 YELLOW
ON 3' CENTERS



P7 = 4" WHITE NO FLECTION ON 10' CENTERS

MORTENSON

The Construction Organization®

Tom Aura
Project Engineer

15305 Dallas Parkway
Dallas, Texas 75248

Telephone: (972) 503-4125
Facsimile: (972) 503-4121

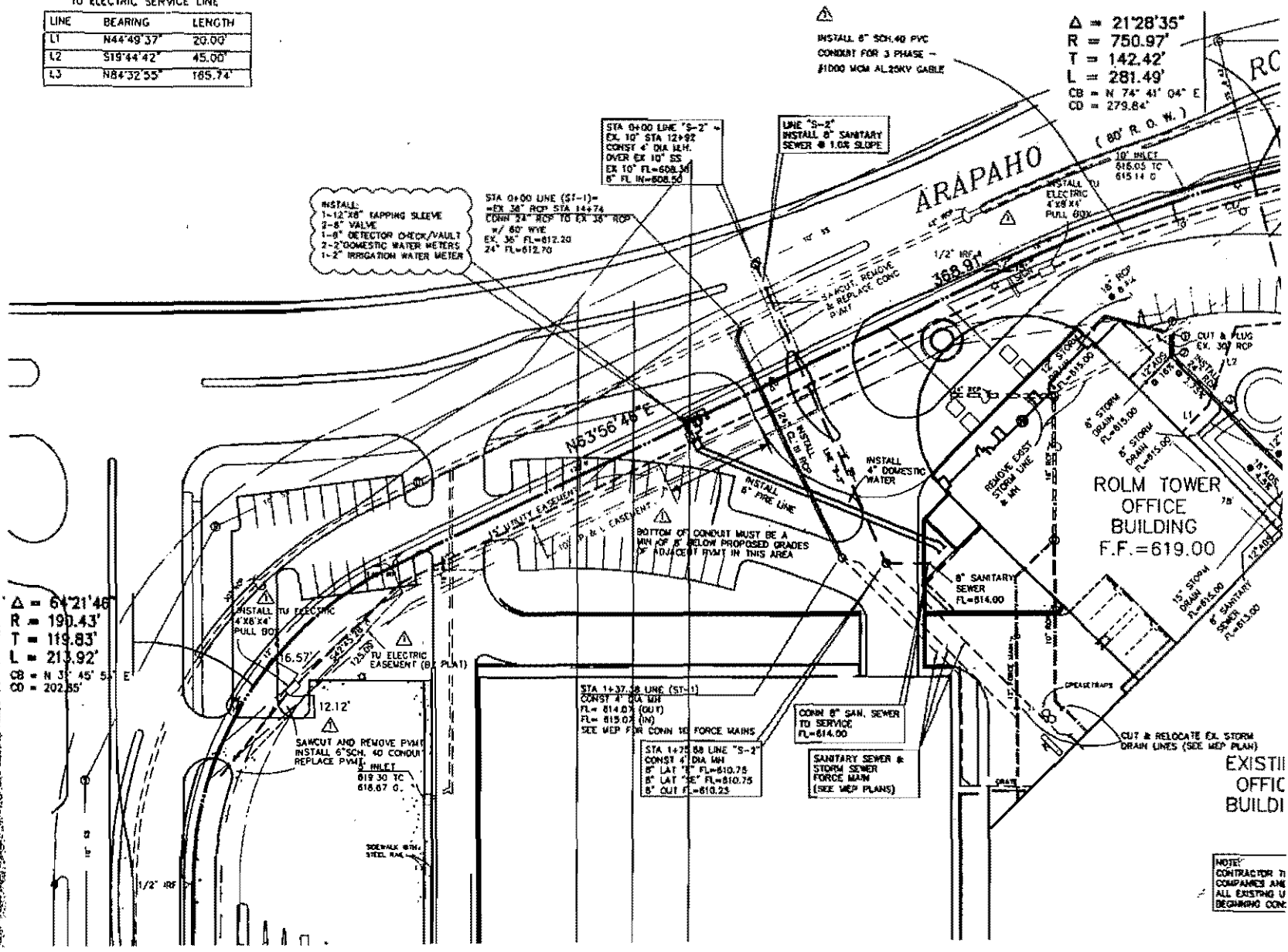
*Jim
Medison Cuts - when?*

△ TU ELECTRIC SERVICE LINE

LINE	BEARING	LENGTH
L1	N44°49'37"	20.00'
L2	S19°44'42"	45.00'
L3	N84°32'55"	185.74'

△ INSTALL 8" SCH. 40 PVC CONDUIT FOR 3 PHASE - \$1000 WCM AL25KV GABLE

△ = 21°28'35"
R = 750.97'
T = 142.42'
L = 281.49'
CB = N 74° 41' 04" E
CD = 279.84' (80' R.O.W.)



INSTALL:
1-12" IRF TAPPING SLEEVE
2-8" VALVE
1-8" DETECTOR CHECK/VAULT
2-2" DOMESTIC WATER METERS
1-2" IRRIGATION WATER METER

STA 0+00 LINE "S-2"
EX. 10" STA 12+92
CONST. 4" DIA. 11.4"
OVER EX. 10" SS
EX. 10" FL=608.36
8" FL IN=608.50

LINE "S-2"
INSTALL 8" SANITARY SEWER @ 1.0% SLOPE

STA 0+00 LINE (ST-1)
=EX. 36" RCP STA 14+74
CONV. 32" RCP TO EX. 36" RCP
1/2" IRF WYE
EX. 36" FL=812.20
24" FL=812.70

ARAPAHO

10" INLET
616.05 TC
615.14 G

INSTALL TU ELECTRIC 4"X8"X4" PULL BOX

N83°56'48" E

N83°56'48" E

1/2" IRF
168.91'

3" S.W. CUT, REMOVE & REPLACE CONC. PLANT

18" RCP
8" DIA.

8" STORM DRAIN
FL=813.00

8" STORM DRAIN
FL=813.00

8" STORM DRAIN
FL=813.00

8" STORM DRAIN
FL=813.00

8" STORM DRAIN
FL=813.00

8" STORM DRAIN
FL=813.00

8" STORM DRAIN
FL=813.00

8" STORM DRAIN
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8" STORM DRAIN
FL=813.00

8" STORM DRAIN
FL=813.00

8" STORM DRAIN
FL=813.00

8" STORM DRAIN
FL=813.00

△ = 64°21'46"
R = 190.43'
T = 119.83'
L = 213.92'
CB = N 31° 45' 51" E
CD = 202.85'

INSTALL TU ELECTRIC 4"X8"X4" PULL BOX

INSTALL TU ELECTRIC EASEMENT (8" PLANT)

SAWCUT AND REMOVE PVMT
INSTALL 6" SCH. 40 CONDUIT
REPLACE PVMT

819.30 TC
818.67 G

SIDEWALK WITH STEEL RAIL

STA 1+37.38 LINE (ST-1)
CONST. 3" DIA. 11.4"
FL= 814.03 (OU)
FL= 812.02 (IN)
SEE MEP FOR CONN TO FORCE MAINS

STA 1+75.88 LINE "S-2"
CONST. 4" DIA. 11.4"
8" LAT "E" FL=810.75
8" LAT "SE" FL=810.75
8" OUT FL=810.23

CONV. 8" SAN. SEWER TO SERVICE
FL=814.00

SANITARY SEWER & STORM SEWER FORCE MAIN [SEE MEP PLANS]

8" SANITARY SEWER
FL=814.00

ROLM TOWER OFFICE BUILDING
F.F.=619.00

CUT & RELOCATE EX. STORM DRAIN LINES (SEE MEP PLAN)

EXISTING OFFICE BUILDING

NOTE:
CONTRACTOR TO COMPARE ALL EXISTING UTILITIES WITH BEGINNING CON...

Jim Pierce

From: Carmen Moran
Sent: Thursday, May 21, 1998 4:11 PM
To: Jim Pierce
Subject: RE: MEPC Land Exchange/Arapaho Rd

I just talked to John Hill and he says that the documents are still in Barney Hammond's (MEPC's attorney) office. He called Barney and he said he would try to get the documents out to us tomorrow. As for the north side, I talked to Clyde Jackson this morning. Those documents are in Atlanta at the attorney's office and are ready for signatures. We are trying to push them to sign.

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

From: Jim Pierce
Sent: Thursday, May 21, 1998 2:57 PM
To: Carmen Moran
Subject: MEPC Land Exchange/Arapaho Rd

MEPC has told me the land exchange papers are now back in our hands. Is this your understanding, and if so how are we doing with them? Jim.

15305 Dallas Parkway
Dallas, Texas 75248

Telephone: (972) 503-4125
Facsimile: (972) 503-4121

DATE <u>5/5/98</u>	JOB NO. <u>967302</u>
TRANSMITTAL NO.	
RE: <u>Colonnade III</u>	

TO: City of Addison

ATTENTION: Jim Pierce

We are hand delivering
We are sending

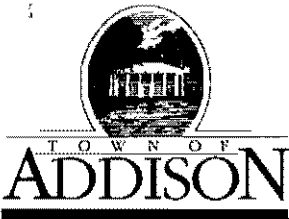
- UNDER SEPARATE COVER ATTACHED THE FOLLOWING ITEMS:
- Prints Plans Shop drawings Samples
 - Change Order Copy of letter Specifications
 - _____

COPIES	DATE	DRAWING #	DESCRIPTION
<u>2</u>		<u>C1, C2</u>	<u>Civil Drawings - Colonnade</u>

- THESE ARE TRANSMITTED as checked below:
- For approval Approved as submitted Resubmit copies for approval
 - For your use Approved as noted Submit copies to distribution
 - As requested Returned for corrections Return corrected prints
 - For review and comment _____
 - FOR BIDS DUE _____ 19 _____ PRINTS RETURNED AFTER LOANED TO US

REMARKS: _____

COPY TO file 206, RF SIGNED Jim Awra



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	
	MEPC Parcel 9	

TO Carmen Moran

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 9 MEPC and Land Description (Fax)

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 Will receive hard copies in the mail which I will send

COPY TO _____

SIGNED: [Signature]

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

HUITT-ZOLIARS

Dallas • Fort Worth • Houston • El Paso • Phoenix • Tucson • Ontario • Albuquerque

FACSIMILE TRANSMITTAL

Date: 4.16.98

Fax No.: 972-450-2837

H-Z Proj. No. 01-1772-02

No. of Pages: 4
(Including Cover Sheet)

TO: Mr James Pierce
Town of Addison

URGENT For Your Review Please Call Upon Receipt Orig. To Follow By Mail

RE: Apache Road.

FROM: Eric Yehoudy

SENT BY: Hilda Poma TIME: 1:50pm DATE: 4/16/98

If you had any problems receiving the Facsimile Transmittal, please contact the individual listed above at (214) 871-3311. Thank you.

LAND DESCRIPTION**PARCEL NO. 9
ARAPAHO ROAD
APRIL 14, 1998**

BEING 0.1549 of an acre tract of land situated in the G.W. Fisher Survey, Abstract No. 482, and the R. Wilburn Survey, Abstract No. 1580, Town of Addison, Dallas County, Texas and being a portion of the revised plat of Quorum North Offices, a 12.969 acre addition to the Town of Addison, Texas as recorded in Volume 82230, Page 0774 of the Deed Records, Dallas County, Texas, and being portions of a 12.969 acre tract of land described in instrument to MEPC QUORUM PROPERTIES, INC. as recorded in Volume 81133, Page 0162, Deed Records, Dallas County, Texas and that tract of land described as Tract 4 in instrument to MEPC QUORUM PROPERTIES II, INC. as recorded in Volume 87186, Page 3028, Deed Records, Dallas County, Texas and by correction deed recorded in Volume 88109, Page 1723, Deed Records, Dallas County, Texas, and being more particularly described as follows:

1. COMMENCING at a 1/2 inch iron rod found on the platted east right-of-way line of Spectrum Drive (80 foot wide right-of-way, originally platted as Quorum Loop North as per final plat of Quorum North, an addition to the Town of Addison, Texas, as recorded in Volume 80005, Page 1768, Deed Records, Dallas County, Texas), said point being North 00 degrees 11 minutes 10 seconds West, 317.82 feet from the southeast corner of said Quorum North Offices addition and the point of curvature of a curve to the right having a central angle of 64 degrees 21 minutes 46 seconds, a radius of 190.42 feet and being subtended by a 202.84 foot chord bearing North 31 degrees 59 minutes 43 seconds East;
2. THENCE northeasterly along said curve to the right and platted easterly right-of-way line of Spectrum Drive and platted southeasterly right-of-way line of Arapaho Road, an arc distance of 213.91 feet to a 1/2 inch iron rod found at the end of said curve;
3. THENCE North 64 degrees 10 minutes 36 seconds East along the platted southeasterly right-of-way line of Arapaho Road (80 foot wide right-of-way, originally platted as Quorum Loop North) a distance of 259.09 feet to a 1/2 inch iron rod set with "Huit-Zollars" cap for the POINT OF BEGINNING of this tract;
4. THENCE continuing North 64 degrees 10 minutes 36 seconds East along the platted southeasterly right-of-way line of Arapaho Road a distance of 109.82 feet to a 1/2 inch iron rod found for the point of curvature of a curve to the right having a central angle of 21 degrees 28 minutes 35 seconds, a radius of 750.96 feet and being subtended by a 279.84 foot chord bearing North 74 degrees 54 minutes 54 seconds East;
5. THENCE easterly along the platted southerly right-of-way line of Arapaho Road an arc distance of 281.49 feet to a 1/2 inch iron rod found at the end of said curve;
6. THENCE North 85 degrees 39 minutes 11 seconds East along the platted southerly line of Arapaho Road a distance of 142.34 feet to a brass cap monument found for the most northwesterly corner of Texas Turnpike Authority Right-of-Way Parcel No. 6-26 (for Dallas North Tollway) as described in instrument to the Texas Turnpike Authority, as recorded in Volume 90137, Page 3520, Deed Records, Dallas County, Texas, said point being the beginning of a curve to the right having a central angle of 45 degrees 56 minutes 54 seconds, a radius of 90.00 feet and being subtended by a 70.26 foot chord bearing South 71 degrees 22 minutes 22 seconds East;
7. THENCE southeasterly along said curve to the right and westerly line of said TTA Parcel No. 6-26 an arc distance of 72.18 feet to a 1/2 inch iron rod set with "Huit-Zollars" cap for a corner;
8. THENCE North 88 degrees 17 minutes 45 seconds West departing said westerly line of TTA Parcel No.6-26 a distance of 70.41 feet to a 1/2 inch iron rod set with "Huit-Zollars" cap for a corner;
9. THENCE South 85 degrees 39 minutes 11 seconds West parallel with and 20.00 feet southerly from the southerly right-of-way line of said Arapaho Road, a distance of 136.63 feet to a 1/2 inch iron rod set with "Huit-Zollars" cap for a corner;

LAND DESCRIPTION

**PARCEL NO. 9
ARAPAHO ROAD
APRIL 14, 1998**

10. THENCE North 04 degrees 20 minutes 49 seconds West a distance of 9.00 feet to a 1/2 inch iron rod set with "Huitt-Zollars" cap for a corner;
11. THENCE South 85 degrees 39 minutes 11 seconds West parallel with and 11.00 feet southerly from the southerly right-of-way line of Arapaho Road a distance of 13.00 feet to a 1/2 inch iron rod set with "Huitt-Zollars" cap for the point of curvature of a curve to the left having a central angle of 19 degrees 49 minutes 05 seconds, a radius of 739.00 feet and being subtended by a 254.34 foot chord bearing South 75 degrees 44 minutes 38 seconds West;
12. THENCE westerly along said curve to the left an arc distance of 255.61 feet to a 1/2 inch iron rod set with "Huitt-Zollars" cap for the end of said curve;
13. THENCE South 65 degrees 50 minutes 06 seconds West a distance of 36.90 feet to a P-K nail set with "Huitt-Zollars" cap for the point of curvature of a curve to the right having a central angle of 04 degrees 51 minutes 57 seconds, a radius of 1051.00 feet and being subtended by a 83.12 foot chord bearing South 68 degrees 06 minutes 04 seconds West;
14. THENCE westerly along said curve to the right an arc distance of 83.14 feet to the POINT OF BEGINNING, CONTAINING 0.1549 of an acre of land, more or less.

**DALLAS NORTH TOLLWAY
VARIABLE WIDTH R.O.W.**



TEXAS TURNPIKE AUTHORITY
RIGHT-OF-WAY PARCEL NO. 6-28
VOL. 85063 PG. 2910

CURVE 1
A = 21°28'35"
R = 750.86'
L = 281.49'
CB = N74°54'34"E
C = 279.84'

CURVE 2
A = 45°26'34"
R = 90.00'
L = 72.18'
CB = S71°22'22"E
C = 70.28'

CURVE 3
A = 19°49'00"
R = 739.00'
L = 295.61'
CB = S75°44'38"W
C = 245.34'

CURVE 4
A = 04°31'31"
R = 1051.00'
L = 83.14'
CB = S88°08'04"W
C = 83.12'

MEPC QUORUM PROPERTIES INC.
VOL. 81133 PG. 0182

**MEPC QUORUM PROPERTIES, INC.
MEPC QUORUM PROPERTIES II, INC.**

LANCO ARAPAH0 PARTNERSHIP
VOL. 89224 PG. 5552

ADLESTEIN ADDITION
VOL. 81075 PG. 1696

LANCO PROPERTIES INC.
VOL. 89050 PG. 3050

LANCO ARAPAH0 PARTNERSHIP
VOL. 89050 PG. 3144

TOWN OF ADDISON
VOL. 82005 PG. 0422

McLEAN TRACT ADDITION
VOL. 82005 PG. 2784

PAGE 3 OF 3

I.R.S. = IRON ROD SET VARIETY
ZOLLARS CAP
I.R.F. = IRON ROD FOUND

CL PC STA. 81+07.86
CL STA. 08+16.73
ARAPAH0 PD.

This is to certify that the above survey was made under my supervision on October 8, 1998 and that the notes and bounds shown thereon are true and correct to the best of my knowledge.

For M.P.S. Inc.
Eric J. Thon
ERIC J. THON, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4862

This drawing shall not be reproduced without the written permission of Eric J. Thon, Registered Professional Land Surveyor.

NOTICE OF BEGINNING: The bearing of S 00°00' E along the west right-of-way line of Quorum Drive as per deed to the Town of Addison, recorded in Volume 80005, Page 00007, Deed Record, Dallas County, Texas.

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

CARRAMERICA REALTY, L.P.
VOL. 81825 PG. 0343

McLEAN TRACT ADDITION
VOL. 82005 PG. 2784

HUITT-ZOLLARS

**ARAPAH0 ROAD
RIGHT-OF-WAY EXHIBIT**

TOWN OF ADDISON, TEXAS

For: Town of Addison Public Works
16801 Westgrove, Addison, TX 75001

EXHIBIT PARCEL NO. 9

OWNER: MEPC QUORUM PROPERTIES, INC.
AREA: 0.1549 ACRES DATE: APR. 14, 1998

TOWN OF
ADDISON

PUBLIC WORKS

To: Carmen Moran

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

Company: _____

FAX #: _____

Date: 4-14-98

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

of pages (including cover): 2

Re: Arroyo Rd - Parcel #9 - MEPC

Original in mail Per your request FYI Call me

Comments: This was also sent to
Stuart Markussen on 4-8-98

Jim

ADDISON

PUBLIC WORKS

To: Stuart Markussen

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

Company: R. L. Goodson, Jr., Inc.

Assistant City Engineer

Phone: 972/450-2879

FAX #: 214-739-6354

FAX: 972/450-2837

Date: 4-8-98

16801 Westgrove

P.O. Box 9010

Addison, TX 75001-9010

of pages (including cover): 2

Re: Colonnade ROW.

Original in mail

Per your request

FYI

Call me

Comments: Attached is a copy of the
ROW - Parcel #9 - along Arapaho
Road. The parcel map you sent
to John Baumgartner was the earlier
version.

Jim Pierce

Faxed &
mailed this
date
4-13-98 - called Carmen - she will call
John Hill & try to get the plat that is
to be recorded. A description of what
they are giving us is needed. Called
Ken Roberts and asked him to
push the parcel map &
descriptions needed.

DRAINAGE & UTILITY EIGHT,
VOL. 8845 PG. 1788
VOL. 81075 PG. 1639

LANCO ARAPAHO PARTNERSHIP
VOL. 81075 PG. 2111

ADLESTEIN ADDITION
VOL. 81075 PG. 1696

CHRISTADORE LENSING CORPORATION
VOL. 81075 PG. 6172

C.W. FISHER SURVEY ABSTRACT NO. 482
ROBERT WILKINSON SURVEY ABSTRACT NO. 1580

28' DRAINAGE &
UTILITY EIGHT
VOL. 81075 PG. 1788
VOL. 81075 PG. 1639

LANCO ARAPAHO PARTNERSHIP
VOL. 81075 PG. 2111

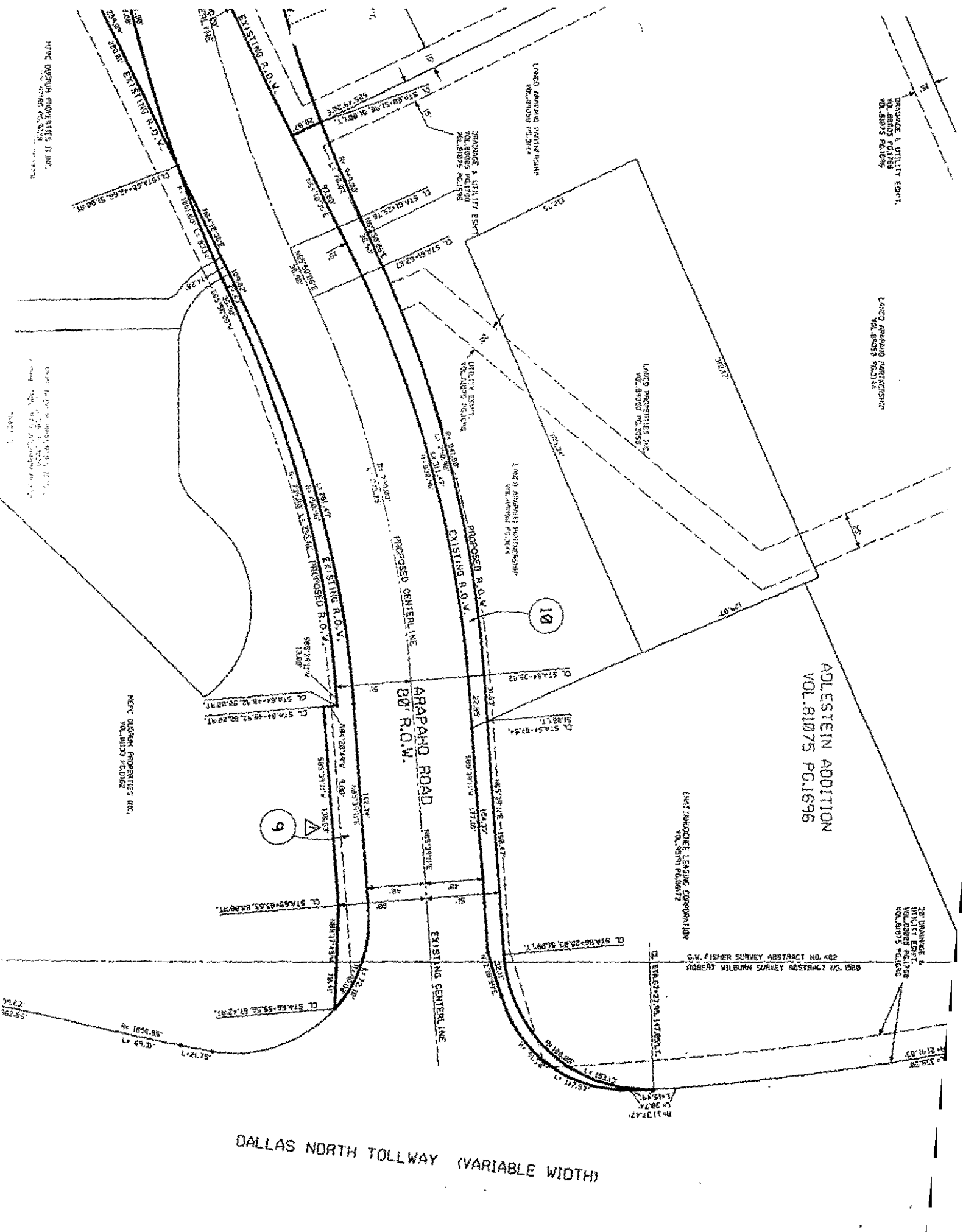
DRAINAGE & UTILITY EIGHT
VOL. 81075 PG. 1788
VOL. 81075 PG. 1639

UTILITY EIGHT,
VOL. 81075 PG. 1788
VOL. 81075 PG. 1639

LANCO ARAPAHO PARTNERSHIP
VOL. 81075 PG. 2111

ARAPAHO ROAD
80' R.O.W.

DALLAS NORTH TOLLWAY (VARIABLE WIDTH)



HEPC DRAINAGE PROPERTIES II INC.
VOL. 81075 PG. 2111

HEPC DRAINAGE PROPERTIES II INC.
VOL. 81075 PG. 2111

HEPC DRAINAGE PROPERTIES INC.
VOL. 81075 PG. 1639

9

10

MODE = TRANSMISSION

START=04-08 02:20PM

END=04-08 02:22PM

NO.	COM	SPEED NO	STATION NAME/ TELEPHONE NO.	PAGES
001	OK	8	92147396354	002

-Addison Svc Ctr -Upstairs-



RAYMOND L. GOODSON, JR., INC.
CONSULTING ENGINEERS

FACSIMILE TRANSMISSION LETTER

TIME: <u>12:30</u>	DATE: <u>4/7/98</u>	PROJECT: <u>Colonnade</u>
TO: <u>John Baumgartner</u>	PROJECT NO.: <u>96-404</u>	COMPANY: _____
FROM: <u>Stuart Markussen</u>	CITY: _____	STATE: _____
FAX NO.: <u>(972) 450-2837</u>	PHONE: _____	ORIGINAL TO BE MAILED: <u>YES</u> NO
NO. PAGES TO FOLLOW: <u>4</u>		

MESSAGE: Please review

5445 LA SIERRA SUITE 300 IR 17 DALLAS, TEXAS 75231-4318 214/739-8100 FAX 214/739-6354

5445 La Sierra

*Called Stuart M. 4-7-98
 & left message on voice mail.
 Called Carmen also and
 left message on voice mail.*

MEPC Arapaho Land

DESCRIPTION

BEING 0.1645 of an acre tract of land situated in the G.W. Fisher Survey, Abstract No. 482, and the R. Wilburn Survey, Abstract No. 1580, Town of Addison, Dallas County, Texas and being a portion of the revised plat of Quorum North Office, a 12.969 acre addition to the Town of Addison, Texas as recorded in Volume 82230, Page 0774 of the Deed Records, and being portions of a 12.969 acre tract of land described in instrument MEPC Quorum Properties, Inc. as recorded in Volume 81133, Page 0162, Deed Records, Dallas County, Texas and that tract of land described as Tract 4 in instrument to MEPC Quorum Properties II, Inc., as recorded in Volume 87186, Page 3028, Deed Records, Dallas County, Texas and by correction deed recorded in Volume 88108, Page 1725, Deed Records, Dallas County, Texas, and being more particularly described as follows:

1. COMMENCING at a 1/2 inch iron rod found on the platted East right-of-way line of Spectrum Drive (80 foot wide right-of-way, originally platted as Quorum Loop North as per final plat of Quorum North, an addition to the Town of Addison, Texas, as recorded in Volume 80005, Page 1768, Deed Records, Dallas County, Texas), said point being North 00 degrees 11 minutes 10 seconds West, 317.62 feet from the Southeast corner of said Quorum North Offices addition and the point of curvature of a curve to the right having a central angle of 64 degrees 21 minutes 46 seconds, a radius of 190.42 feet and being subtended by a 202.84 foot chord bearing North 31 degrees 59 minutes 43 seconds East;
2. THENCE Northeasterly along said curve to the right and platted Easterly right-of-way line of Spectrum Drive and platted Southeasterly right-of-way line of Arapaho Road, an arc distance of 211.91 feet to a 1/2 inch iron rod found at the end of said curve;
3. THENCE North 64 degrees 10 minutes 36 seconds East along the platted Southeasterly right-of-way line of Arapaho Road (80 foot wide right-of-way, originally platted as Quorum Loop North), a distance of 259.09 feet to a 1/2 inch iron rod set with "Huit-Zollars" cap for the POINT OF BEGINNING of this tract;
4. THENCE continuing North 64 degrees 10 minutes 36 seconds East along the platted Southeasterly right-of-way line of Arapaho Road a distance of 109.62 feet to a 1/2 inch iron rod found for the point of curvature of a curve to the right having a central angle of 21 degrees 28 minutes 35 seconds, a radius of 750.96 feet and being subtended by a 279.84 foot chord bearing North 74 degrees 54 minutes 54 seconds East;
5. THENCE Easterly along the platted Southerly right-of-way line of Arapaho Road an arc distance of 281.49 feet to a 1/2 inch iron rod found at the end of said curve;
6. THENCE North 85 degrees 35 minutes 11 seconds East along the platted Southerly line of Arapaho Road a distance of 142.34 feet to a brass cap monument found for the most Northwesterly corner of Texas Turnpike Authority Right-of-Way Parcel No

COWLES & THOMPSON

A Professional Corporation

Attorneys at Law

901 Main Street, Suite 4000

Dallas, TX 75202-3793

Telephone (214) 672-2000

Fax (214) 672-2020

*John, Jeff Copen
Colonade
agreement,
Please review.
C*

*Jim -
Please review
and verify
S.F. Thank you
John*

FACSIMILE COVER PAGE

IMPORTANT/CONFIDENTIAL: This message is intended only for the use of the individual or entity to which it is addressed. This message contains information from the law firm of Cowles & Thompson which may be privileged, confidential, and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient or the employee, or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately at our telephone number (214) 672-2000. We will be happy to arrange for the return of this message to us, via the United States Postal Service, at no cost to you.

Date: 11/14/97 Time: _____

Total Number of Pages (including this sheet): 16

Normal/Rush: _____

Client/Matter #: 3195/25211

TO: (1) Bonnie Hammond FAX: 373-9879
(2) Carmen Brown FAX: 972-450-7043
(3) _____ FAX: _____

FROM: Bob Buchanan Direct Dial #: (214) 672-2139

MESSAGE: _____

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

OR _____ AT (214) 672-_____

Thank you.

DOC #: 1638Z

12-2-97 Talked to Carmen - She needs an agreement from John Hill as well as Exhibit A. Carmen will follow up.

COWLES & THOMPSON

A PROFESSIONAL CORPORATION

ATTORNEYS AT LAW

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

TELEPHONE (214) 672-2000

METRO (972) 263-0005

FAX (214) 672-2020

CHARLES SORRELLS
(1925-1882)

114 E. LOUISIANA ST., SUITE 200
MCKINNEY, TEXAS 75068-4463
TELEPHONE (872) 642-6000

100 W. ADAMS AVE., SUITE 321
P.O. BOX 786
TEMPLE, TEXAS 76603-0786
TELEPHONE (254) 771-2800

ONE AMERICAN CENTER, SUITE 777
903 E.S.E. LOOP 323
TYLER, TEXAS 75701-9584
TELEPHONE (803) 679-7500

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

November 14, 1997

VIA TELECOPY (373-9879)

Mr. Barnett D. Hammond, Jr.
Barnett D. Hammond, Jr., P.C.
8333 Douglas, Suite 900
Dallas, Texas 75225

Re: Town of Addison Property Exchange

Dear Barney:

Enclosed please find a draft of an Exchange Agreement for your review and comments. Also enclosed are copies of the deeds marked with suggested revisions. As soon as Exhibit "A" to the Exchange Agreement has been prepared, I will forward a copy of the same to you for comments. Finally, I should hear shortly from the Town concerning the date they believe should be inserted for the duration of the easement.

I look forward to hearing from you.

Sincerely,



Robert G. Buchanan, Jr.

RGB:wn
Enclosure

cc: Ms. Carmen Moran w/enclosures - **VIA TELECOPY**

STATE OF TEXAS
COUNTY OF DALLAS

§
§
§

AGREEMENT

THIS AGREEMENT is entered into this _____ day of _____, 1997 (the "Effective Date") by and between the Town of Addison, Texas (the "City") and MEPC American Properties, Inc., a Delaware corporation ("MEPC").

RECITALS:

1. MEPC is the owner of a _____ acre tract of land located in the City at the southeast corner of the intersection of Arapaho Road and Spectrum Drive, which land is depicted and more particularly described in Exhibit A attached hereto and incorporated herein (the "MEPC Land"). Currently, the MEPC Land is improved with two commercial office buildings and a parking garage (the "Parking Garage"), the locations of which are depicted on Exhibit A. MEPC intends to develop and construct a third office building ("Office Building 3") on the MEPC Land in the location shown on Exhibit A and to expand the Parking Garage.

2. As set forth in the City's Thoroughfare Plan, the City anticipates and is in the process of making certain improvements to Arapaho Road (the "Arapaho Improvements") from its intersection with Dallas Parkway on the east and extending westward through the City's corporate limits. Arapaho Road borders the north side of the MEPC Land as shown in Exhibit A, and consists of ^{51X}four lanes for traffic (^{three}two west bound, ^{three}two east bound) divided by a median. The median is breached or "cut" from time to time to allow vehicles access to the adjacent properties. The Arapaho Improvements:

- include improvements to the intersection of Arapaho Road and Spectrum Drive (the "Arapaho/Spectrum Intersection Improvements") located adjacent to the northwest corner of the MEPC Land; and
- will require the City to obtain from MEPC a portion of the MEPC Land (identified on Exhibit A as Area A (4,996 square feet) and Area B (2,634 square feet) and referred to herein as the "MEPC Arapaho Land") for street right-of-way purposes.

7, 630 ft²

3. In order to accommodate the development of Office Building 3, the expansion of the Parking Garage, and the Arapaho Improvements, the City and MEPC have taken the following acts and/or have generally agreed as follows:

see parcel maps 8 & 9

4996
2634

7630 ft²

8,036.82 ft²
shown on
parcel map.

A. The MEPC Land was previously served with a median cut along Arapaho Road at that location identified as point Z on Exhibit A. In order to facilitate the development of Office Building 3, the City agreed to move that median cut to point Y as shown on Exhibit A.

B. The City is the owner of a 14,453 square foot tract of land (the "City Land", identified as Area _____ on Exhibit A) located at the southeast corner of Arapaho Road and Spectrum Drive and adjacent and contiguous to the MEPC Land. The City Land is a part of the Arapaho Road/Spectrum Drive right-of-way. As a result of the construction of the Arapaho/Spectrum Intersection Improvements, the City anticipates that it will no longer need the City Land for street right-of-way purposes. However, the City will require the MEPC Arapaho Land to construct the Arapaho Improvements. Pursuant to law and in order to facilitate the Arapaho Improvements and the development of Office Building 3, the City anticipates exchanging the City Land for the MEPC Arapaho Land, and MEPC anticipates exchanging the MEPC Arapaho Land for the City Land. Pending development of the Arapaho Improvements, it will be necessary for the City to retain a temporary easement (the "Easement") for right-of-way and utility purposes in, over and across the City Land.

C. The City each year sponsors certain area-wide special events at and around the City's Conference and Theatre Centre (the "Centre"). Because of its relatively close proximity to the Centre, the City desires to use the Parking Garage for parking by special events patrons, and MEPC desires to allow the City to use the Parking Garage during such special events. The terms and conditions of the use of the Parking Garage are addressed herein.

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

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

Section 2. **Conveyance of City Land.** In exchange for the conveyance of the MEPC Arapaho Land to the City, the City agrees to convey to MEPC the City Land, subject to the reservation of the Easement. The conveyance of the City Land and the reservation of the Easement shall be by special warranty deed, in the form attached hereto as Exhibit B.

A. **Title Commitment; Exception Documents.** Within 20 days after the Effective Date, the City, at its expense, shall cause to be delivered to MEPC a commitment for title

insurance (the "Title Commitment") for the City Land issued by Hexter-Fair Title Company, 8333 Douglas Avenue, Suite 130, Dallas, Texas 75225, Attention: Carol Erick (the "Title Company"), along with copies of the instruments that create or evidence all title exceptions affecting the City Land.

B. Survey. Should MEPC desire to obtain a survey of the City Land, such survey shall be at the sole expense of MEPC.

C. Review of Title Commitment, Survey and Exception Documents. MEPC shall have 10 days after receipt of the Title Commitment (the "Title Review Period") in which to give notice to the City specifying MEPC's objections (the "Objections") to matters disclosed in the Title Commitment or Survey, if any. All items set forth in the Title Commitment which are not objected to by MEPC shall be deemed Permitted Exceptions. The Easement shall be a Permitted Exception.

D. The City's Obligation to Cure; MEPC's Right to Terminate. If MEPC notifies the City of Objections to any of the matters furnished to it pursuant to subsection 3 above, then the City shall, within 5 days thereafter (the "Cure Period"), either satisfy the Objections at the City's sole cost and expense, or promptly notify MEPC in writing of the Objections that the City cannot or will not satisfy at the City's expense. If the City fails or refuses to satisfy any Objections within the Cure Period, then MEPC as its sole remedy has the option of either (i) waiving the unsatisfied Objections whereupon such Objections shall be deemed Permitted Exceptions, or (ii) terminating this Agreement in which event MEPC and the City shall have no further obligations, one to the other, with respect to the subject matter of this Agreement. The City covenants to cure all matters listed in Schedule C of the Title Commitment so that none will be exceptions. MEPC's written election to terminate this Agreement shall be given to the City no later than 5 days after expiration of the Cure Period. MEPC's failure to timely send notice of its termination of this Agreement will be deemed an election of subsection (i) above. Notwithstanding anything to contrary herein, the City shall have no obligation to cure any of MEPC's Objections.

E. Title Policy. MEPC, at its sole cost and expense, shall have the right to obtain a standard Texas owner's policy of title insurance (the "Title Policy") insuring title to the City Land. The City shall not be required to pay for any expenses in connection with the Title Policy except for charges or expenses of the Title Company in issuing the Title Commitment.

Section 3. Conveyance of City Land; Parking Rights.

A. **MEPC Land.** In exchange for the conveyance of the City Land to MEPC, MEPC agrees to convey to the City the MEPC Arapaho Land. Such conveyance shall be by special warranty deed, in the form attached hereto as Exhibit C.

1. *Title Commitment; Exception Documents.* Within 20 days after the Effective Date, MEPC, at its expense, shall cause to be delivered to the City a commitment for title insurance (the "Title Commitment") for the MEPC Arapaho Land issued by the Title Company, along with copies of the instruments that create or evidence all title exceptions affecting the MEPC Arapaho Land.

2. *Survey.* Should the City desire to obtain a survey of the MEPC Arapaho Land, such survey (the "Survey") shall be at the sole expense of the City.

3. *Review of Title Commitment, Survey and Exception Documents.* The City shall have 10 days after receipt of the Title Commitment (the "Title Review Period") in which to give notice to MEPC specifying the City's objections (the "Objections") to matters disclosed in the Title Commitment or Survey, if any. All items set forth in the Title Commitment which are not objected to by the City shall be deemed Permitted Exceptions.

4. *MEPC's Obligation to Cure; The City's Right to Terminate.* If the City notifies MEPC of Objections to any of the matters furnished to it pursuant to subsection 3 above, then MEPC shall, within 5 days thereafter (the "Cure Period"), either satisfy the Objections at MEPC's sole cost and expense, or promptly notify the City in writing of the Objections that MEPC cannot or will not satisfy at MEPC's expense. If MEPC fails or refuses to satisfy any Objections within the Cure Period, then the City as its sole remedy has the option of either (i) waiving the unsatisfied Objections whereupon such Objections shall be deemed Permitted Exceptions, or (ii) terminating this Agreement in which event MEPC and the City shall have no further obligations, one to the other, with respect to the subject matter of this Agreement. MEPC covenants to cure all matters listed in Schedule C of the Title Commitment so that none will be exceptions. The City's written election to terminate this Agreement shall be given to MEPC no later than 5 days after expiration of the Cure Period. The City's failure to timely send notice of its termination of this Agreement will be deemed an election of subsection (i) above. Notwithstanding anything to contrary herein, MEPC shall have no obligation to cure any of the City's Objections.

5. Title Policy. The City, at its sole cost and expense, shall have the right to obtain a standard Texas owner's policy of title insurance (the "Title Policy") insuring title to the MEPC Arapaho Land. MEPC shall not be required to pay for any expenses in connection with the Title Policy except for charges or expenses of the Title Company in issuing the Title Commitment.

B. Use of Parking Garage. The City and MEPC agree to execute a Parking Agreement in the form attached hereto as Exhibit D.

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

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

B. Power and Authority. The City has all requisite power and authority to carry on its business as presently conducted, to enter into this Agreement, and to perform its obligations under this Agreement, including the conveyance described in Section 2. The execution, delivery, and performance of this Agreement and the transactions described in this Agreement have been duly and validly authorized by all requisite action on the part of the City. The execution, delivery, and performance of this Agreement will not violate or be in conflict with any provision of the charter of the City, or any provision of any agreement or instrument to which the City is a party or by which the City is bound, or any statute, law, rule, regulation, judgment, decree, order, writ, or injunction applicable to the City.

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

D. Legal Actions. No suit, action or other proceeding is pending or threatened in any court or governmental agency against all or any part of the City Land.

E. Compliance with Law. The City has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to all or any part of the City Land.

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

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

A. Organization. MEPC is a Delaware corporation duly organized and validly existing under the laws of the state of Delaware, and either (i) duly qualified to carry on its business in the State of Texas, or (ii) not required to obtain a permit to conduct business in the State of Texas.

B. Power and Authority. MEPC has all requisite power and authority to carry on its business as presently conducted, to enter into this Agreement, and to perform its obligations under this Agreement, including the conveyance described in Section 3. The execution, delivery, and performance of this Agreement and the transactions described in this Agreement have been duly and validly authorized by all requisite action on the part of MEPC. The execution, delivery, and performance of this Agreement will not violate or be in conflict with any provision of the organizational documents of MEPC, or any provision of any agreement or instrument to which MEPC is a party or by which MEPC is bound, or any statute, law, rule, regulation, judgment, decree, order, writ, or injunction applicable to MEPC.

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

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

E. Compliance with Law. MEPC has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to all or any part of the MEPC Arapaho Land.

F. Validity at Closing. The representations and warranties of MEPC shall be true on the date of the Closing.

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

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

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

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

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

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

Section 8. **Date of Closing.** Subject to the satisfaction of the conditions of Sections 6 and 7, the closing ("Closing") shall occur no later than 10 days after expiration of the title review periods set forth in Sections 2.C. and 3.A.3.

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

Section 10. **Obligations at Closing.** At the Closing the following shall occur:

A. **The City.** The City shall deliver to MEPC: (1) a duly executed and acknowledged special warranty deed in form attached hereto as Exhibit B, conveying good and indefeasible title in fee simple to all of City Land, free and clear of any and all liens, encumbrances, conditions, easements, assessments and restrictions except the Permitted Exceptions applicable to the City Land and the reservation of the Easement; (2) the duly executed and acknowledged Parking Agreement; (3) a "Bills Paid Affidavit" on the Title Company's standard form verifying that there are no unpaid bills or claims for labor performed or materials furnished to the City Land prior to the Closing; (4) a designation agreement (the "Designation Agreement") designating the Title Company as, and the Title Company agrees to act and perform the duties and obligations of, the "reporting person" with respect to the transactions contemplated by this Contract for purposes of 26 CFR § 1.6045-(e)(5) relating to the requirements for information reporting on real estate transactions closed on or after January 1, 1991; and (5) reasonable evidence of the authority of the City authorizing this transaction.

B. **MEPC.** MEPC shall deliver to the City: (1) a duly executed and acknowledged special warranty deed in form acceptable to the City's counsel conveying good and indefeasible title in fee simple to the MEPC Land, free and clear of any and all liens, encumbrances, conditions, easements, assessments and restrictions except the Permitted Exceptions applicable to the City Land; (2) the duly executed and acknowledged Parking Agreement; (3) a "Bills Paid Affidavit" on the Title Company's standard form verifying that there are no unpaid bills or claims for labor performed or materials furnished to the MEPC Land prior to the Closing; (4) a designation agreement (the "Designation Agreement") designating the Title Company as, and

the Title Company agrees to act and perform the duties and obligations of, the "reporting person" with respect to the transactions contemplated by this Contract for purposes of 26 CFR § 1.6045-(e)(5) relating to the requirements for information reporting on real estate transactions closed on or after January 1, 1991; and (5) reasonable evidence of the authority of MEPC authorizing this transaction.

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

Section 12. **Notice.** Where the terms of this Agreement require that notice in writing be provided, such notice shall be deemed delivered upon the hand delivery thereof to the following address, or upon three (3) days following the deposit of the notice in the United States mail, postage prepaid, and sent by certified mail, return receipt requested and properly addressed as follows:

To the City:

To MEPC:

5300 Belt Line Road
Addison, Texas 75001

Attn: City Manager

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

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

Section 14. **Successors and Assigns; Assignment.** This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns. The City and MEPC shall not assign, transfer or otherwise convey this Agreement to any other person or entity without the prior written consent of the non-transferring party, which consent shall not be unreasonably withheld.

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

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

Section 17. **No Limitation of Remedies.** Nothing in this Agreement shall be construed to limit any legal or equitable remedies of the parties.

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

Section 19. **Expenses.** Except as otherwise provided in this Agreement, all fees, costs and expenses incurred in negotiating this Agreement or completing the transactions described in this Agreement shall be paid by the party incurring the fee, cost or expense.

Section 20. **Counterparts.** This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

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

TOWN OF ADDISON, TEXAS

**MEPC AMERICAN PROPERTIES,
INC.**

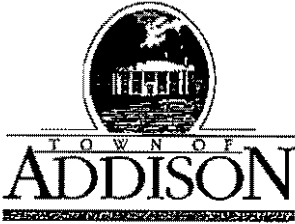
By: _____
Ron Whitehead, City Manager

By: _____

ATTEST:

By: _____
Carmen Moran, City Secretary

MEPC



PUBLIC WORKS DEPARTMENT

Post Office Box 144 Addison, Texas 75001

(214) 450-2871

16801 Westgrove

July 26, 1995

Mr. Ken Dippel
Cowles & Thompson
901 Main Street, Suite 4000
Dallas, Texas 75202-3793

Re: Arapaho Road Realignment

Dear Ken:

As I discussed with you on the phone, the realignment of Arapaho Road between the Tollway and Quorum Drive will result in excess right-of-way at the proposed intersection of Arapaho Road and Spectrum Drive. Enclosed is a drawing showing the excess right-of-way highlighted in red and green. The area highlighted in red is existing right-of-way that the present pavement occupies. This right-of-way was dedicated to the Town by the developers that constructed this section of Arapaho Road. The area highlighted in green is a part of the tract the Town purchased from the RTC.

Representatives of MEPC American Properties, Inc., owners of the Colonnade office building, have expressed interest in acquiring all or a portion of the excess right-of-way. All of the excess right-of-way lies adjacent to the Colonnade property. Enclosed is a letter I sent Mr. Marty Alleman, of MEPC, along with a copy of the drawing that I have provided you.

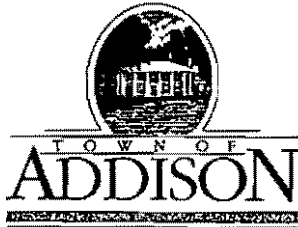
As the drawing shows, there are existing utilities (water, wastewater, storm sewer, telephone) that are proposed to remain after the existing roadway has been removed. If MEPC acquires the right-of-way they will have the options of leaving the utilities in place and granting the Town easements for the utilities or they may pay the Town for the cost to relocate them outside this area.

Please advise us as to what the process is for the Town to abandon the excess right-of-way. We have told MEPC that they would have to purchase the right-of-way from the Town. We would probably hire an appraiser to determine the market value of the excess right-of-way.

Thanks for your help in this matter.

Sincerely,

David Nighswonger, P.E.
Engineer



PUBLIC WORKS DEPARTMENT

Post Office Box 144 Addison, Texas 75001

(214) 450-2871

16801 Westgrove

March 8, 1995

Mr. Marty Alleman
MEPC American Properties, Inc.
15303 Dallas Parkway, Suite 100
Dallas, Texas 75248

Re: Arapaho Road Realignment

Dear Mr. Alleman:

Enclosed is the drawing you requested that shows the effects of our project on your development in the area of the motor bank entrance. The drawing shows the existing infrastructure, the proposed roadway, as well as the existing and proposed right-of-way. As requested, the portion of the existing right-of-way which will not be needed for the new roadway is dimensioned and has an approximate area of 0.477 acres.

As the drawing shows, there are several city utilities in the area of the existing right-of-way you may be interested in acquiring. If your development plans require the relocation of any of these lines, you would be responsible for those relocation costs. There may also be franchised utilities, such as electric and telephone, in the existing right-of-way. You should contact those companies to find out what costs are involved in relocating their facilities. Those utilities that you chose not to relocate would have to have an easement dedicated to cover those facilities.

The driveway off of the proposed Arapaho Road into the motor bank that the bank asked for is not shown. The Town is agreeable to the new driveway and it will be added to the plans.

We would like to work with you so as to minimize the impact of our project on your existing and proposed development. Please contact us if you have questions or need additional information.

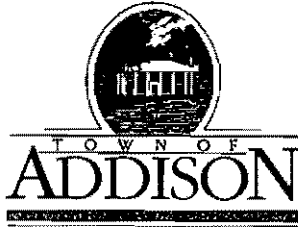
Sincerely,

David Nighswonger, P.E.
Engineer

Enclosure

DCN

A:\Alleman.Ltr



PUBLIC WORKS DEPARTMENT

Post Office Box 144 Addison, Texas 75001

(214) 450-2871

16801 Westgrove

March 29, 1995

Mr. Marty Alleman
MEPC American Properties, Inc.
15303 Dallas Parkway, Suite 100
Dallas, Texas 75248

Re: Arapaho Road Realignment

Dear Mr. Alleman:

This letter is to confirm what we discussed on the phone in regards to the proposed driveway into the NationsBank motor bank. The Town will construct and pay for the proposed driveway off of the proposed Arapaho Road. The landscaped area where the new driveway will be located will be restored to your satisfaction. A set of the landscaping plans for the restoration of the areas disturbed on your property will be provided to you for your comments.

After construction, the driveway will be yours to maintain, including any portion of the driveway within the City's right-of-way. Prior to construction, we will need a letter, whether prepared by you or us, stating that you understand and acknowledge that the driveway is yours to maintain after its completion.

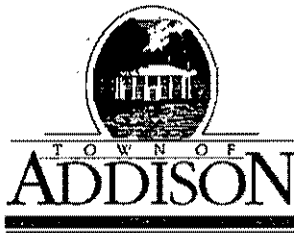
If you have any questions please call me at 450-2879.

Sincerely,

David Nighswonger, P.E.
Engineer

Enclosure

DCN
A:\Alleman2.Ltr



PUBLIC WORKS DEPARTMENT

Post Office Box 144 Addison, Texas 75001

(214) 450-2871

16801 Westgrove

December 22, 1994

Mr. Ken Roberts, P.E.
Huitt-Zollars, Inc.
3131 McKinney Ave., Ste. 600
Dallas, Texas 75204

Re: Arapaho Road Realignment

Dear Ken:

On December 12, 1994 John and I met with representatives of MEPC American Properties, Inc., which own the Colonnade building and motor bank located at the southeast corner of the future Arapaho/Spectrum intersection. They informed us of their plans to construct a third office tower and modify the parking garage. They expressed interest in acquiring the existing right-of-way adjacent to their tract that will be vacated under the proposed plan. We provided them a copy of your latest plan showing the proposed intersection configuration for their use in planning their expansion.

They requested an additional drawing that isolates the vacated right-of-way. On that drawing they want some approximate dimensions and area of the tract, the roadway and utilities within the tract, and the future roadway. A 20 scale drawing would be preferred if possible. Attached is a photocopy showing the area they want shown on the drawing. Keep tract of your time spent on this task.

This item is not a rush item, but I would like to get the drawing to them in a couple of weeks. If you have questions please call me.

Sincerely,


David Nighswonger, P.E.

Attachment

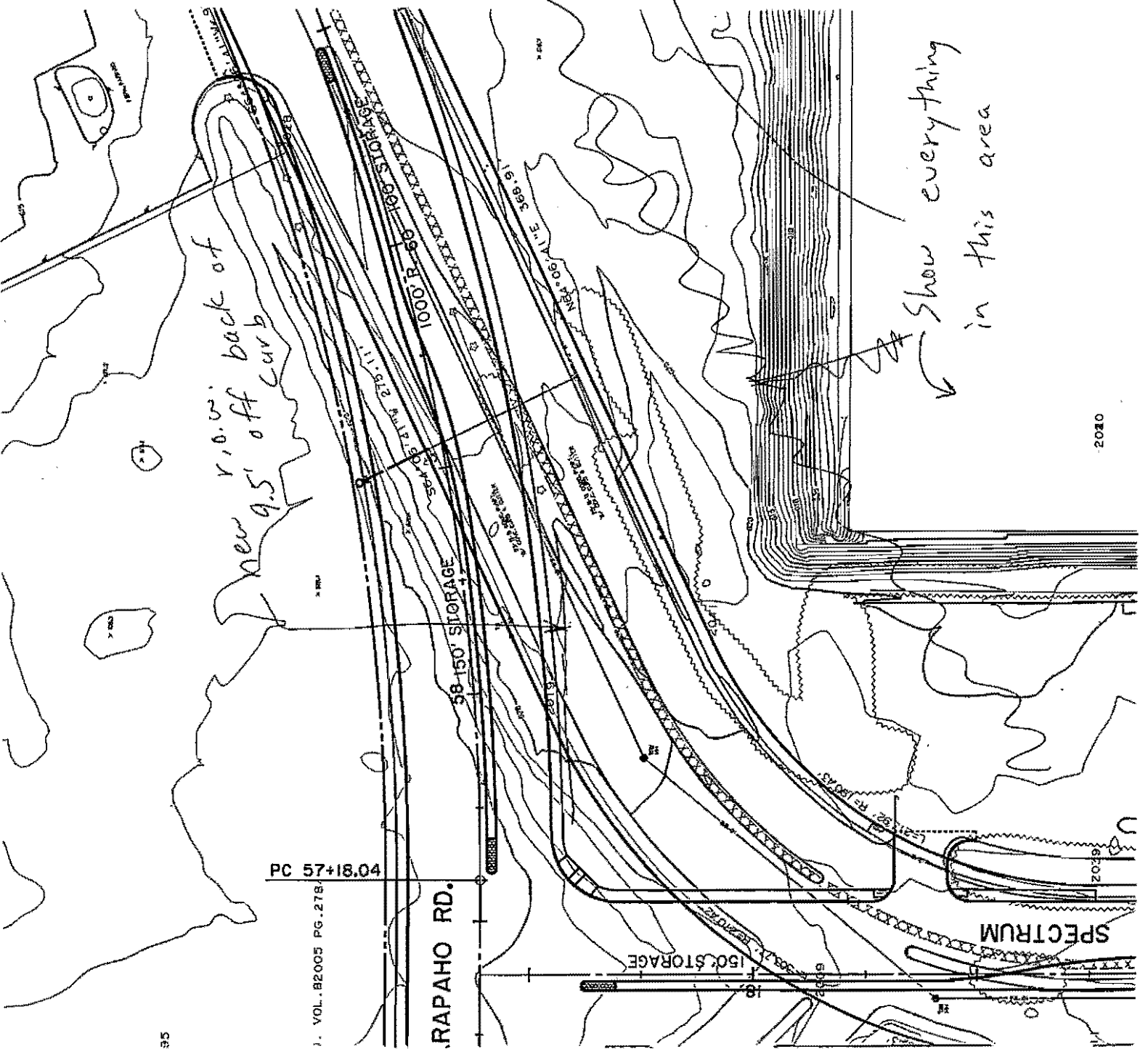
DCN

B:\Roberts4.Ltr

show
exist.
median

new r.o.v. back of
9.5' off curb

Show everything
in this area

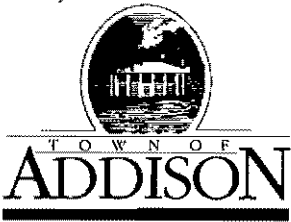


PC 57+18.04

1. VOL. B2005 PG. 278

RAPAHO RD.

SPECTRUM



LETTER OF TRANSMITTAL

Public Works / Engineering

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

DATE <u>1/5/95</u>	JOB NO.
ATTENTION <u>Ken Roberts</u>	
RE: <u>Arapaho Road Realignment</u>	

TO Huitt-Zollars, Inc.

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			Deed for tract located southeast corner of RR and Quorum Drive, which the Town purchase.

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 type="checkbox"/> For your use | <input type="checkbox"/> Approved as noted | <input type="checkbox"/> Submit _____ copies for distribution |
| <input checked="" 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 _____

COPY TO _____

SIGNED: David Nylswoyer

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

\$15.00

PLEASE RETURN TO:
COMMONWEALTH LAND TITLE CO.
1700 PACIFIC AVE., SUITE 4740
DALLAS, TEXAS 75201
ATTN: LISA PROCHNOW

COPY

After Recording
Return To:
Ron Whitehead, City Manager
Town of Addison
3900 Pettline Road
Addison, Texas 75240

SPECIAL WARRANTY DEED
(CASH SALE)

DEED 15.00
TOTL 15.00
ADD1 7692 0000000 9141 1:41PM 12/15/97

STATE OF TEXAS §
§
COUNTY OF DALLAS §

KNOW ALL MEN BY THESE PRESENTS:

That the **RESOLUTION TRUST CORPORATION (RTC)** in the capacity specified below (hereinafter called "Grantor") for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other valuable consideration paid to Grantor by Town of Addison (hereinafter, whether one or more, called "Grantee"), the receipt and sufficiency of all of which are hereby acknowledged and confessed, hereby GRANTS, SELLS, CONVEYS, ASSIGNS and DELIVERS to Grantee the real property situated in Dallas County, Texas described in Exhibit "A" attached hereto and incorporated herein by reference, together with all improvements thereon and fixtures affixed thereto (said real property, improvements and fixtures are referred to herein as the "Property" but do not include any items specifically conveyed hereunder without covenant or warranty), subject to general real estate taxes and assessments and special assessments on the Property; zoning laws, regulations and ordinances of municipal and other governmental authorities, if any, affecting the Property; and those matters of record affecting the Property or revealed by a survey or inspection of the Property described in Exhibit "B" attached hereto and incorporated herein by reference (all of the foregoing hereinafter called the "Permitted Encumbrances").

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee, Grantee's successors and assigns forever, and Grantor does hereby bind itself and its successors and assigns to warrant and forever defend all and singular the Property unto Grantee, its successors and assigns against every person whomsoever lawfully claiming, or to claim the same, or any part thereof by, through or under Grantor, but not otherwise, subject, however, to the Permitted Encumbrances.

For the same consideration, Grantor hereby GRANTS, SELLS, CONVEYS, ASSIGNS and DELIVERS to Grantee, without covenant or warranty express or implied (whether under Section 5.023 of the Texas Property Code or otherwise), all right, title and interest, if any, of Grantor, as owner of the Property but not as owner of any other property, in and to (i) strips or gores, if any, between the Property and abutting properties (except to the extent, if any, that such strips or gores abut or provide access to other properties owned by Grantor), (ii) any land lying in or under the bed of any street, alley, road or right-of-way, opened or proposed, abutting or adjacent to the Property, (iii) any leases and rental agreements (whether written or verbal) that grant a possessory interest in or that otherwise grant rights with regard to the use of all or any portion of the Property, (iv) any easements, rights of way, rights of ingress and egress or other interests in, on, or to, any land, highway, street, road or avenue, open or proposed, in, on, across from, in front of, abutting, adjoining or otherwise appurtenant to the Property, as well as all other rights, privileges and appurtenances owned by Grantor and in any way related to the Property and other rights and interests of Grantor hereunder conveyed, but reserving and retaining unto Grantor, its successors and assigns the nonexclusive and coextensive right to the use and benefit of the same for the benefit of any other properties owned by Seller to which such rights are appurtenant, and (v) all oil, gas, hydrocarbons and minerals in, on, under or that may be produced from the Property.

BY THE ACCEPTANCE OF THIS DEED, GRANTEE ACKNOWLEDGES AND AGREES THAT GRANTOR EITHER ACQUIRED THE PROPERTY THROUGH FORECLOSURE OR DEED IN LIEU OF FORECLOSURE OR ADMINISTERS OR HAS ACQUIRED THE PROPERTY IN THE CAPACITY OF A RECEIVER OR A CONSERVATOR, AND CONSEQUENTLY, GRANTOR HAS LITTLE, IF ANY, KNOWLEDGE OF THE PHYSICAL OR ECONOMIC CHARACTERISTICS OF THE PROPERTY OR OTHER ITEMS CONVEYED HEREUNDER. ACCORDINGLY, EXCEPT AS OTHERWISE SPECIFICALLY STATED IN THIS CONVEYANCE, GRANTOR HEREBY SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY OR REPRESENTATION, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, OR CONCERNING (a) THE NATURE AND CONDITION OF THE PROPERTY OR OTHER ITEMS CONVEYED HEREUNDER, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, THE SUITABILITY THEREOF AND OF THE PROPERTY OR OTHER ITEMS CONVEYED HEREUNDER FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY ELECT TO CONDUCT THEREON, THE EXISTENCE OF ANY ENVIRONMENTAL HAZARDS OR CONDITIONS THEREON (INCLUDING BUT NOT LIMITED TO THE PRESENCE OF ASBESTOS OR OTHER HAZARDOUS MATERIALS) OR COMPLIANCE WITH APPLICABLE ENVIRONMENTAL LAWS, RULES OR REGULATIONS; (b) EXCEPT FOR ANY WARRANTIES CONTAINED IN THIS DEED, THE NATURE AND EXTENT OF ANY RIGHT-OF-WAY, LEASE, POSSESSION, LIEN, ENCUMBRANCE, LICENSE, RESERVATION, CONDITION OR OTHERWISE; AND (c) THE COMPLIANCE OF THE PROPERTY OR OTHER ITEMS CONVEYED HEREUNDER OR ITS OPERATION WITH ANY LAWS, ORDINANCES OR REGULATIONS OF ANY GOVERNMENTAL ENTITY OR BODY. GRANTEE ACKNOWLEDGES THAT IT HAS INSPECTED THE PROPERTY OR OTHER ITEMS CONVEYED HEREUNDER AND THAT IT IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE SAME AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY OR ON BEHALF OF GRANTOR. GRANTEE FURTHER ACKNOWLEDGES THAT ANY INFORMATION PROVIDED WITH RESPECT TO THE PROPERTY OR OTHER ITEMS CONVEYED HEREUNDER WAS OBTAINED FROM A VARIETY OF SOURCES, AND GRANTOR (1) HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION; AND (2) DOES NOT MAKE ANY REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. THIS CONVEYANCE IS MADE ON AN "AS IS", "WHERE IS" AND "WITH ALL FAULTS" BASIS, AND GRANTEE EXPRESSLY ACKNOWLEDGES THAT, EXCEPT AS OTHERWISE SPECIFIED HEREIN, GRANTOR HAS MADE NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF CONDITION,

TITLE (EXCEPT AS MAY BE SPECIFICALLY SET FORTH AND LIMITED IN THIS DEED), HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE PROPERTY, ANY OTHER ITEM CONVEYED HEREUNDER OR ANY PORTION THEREOF, ALL SUCH REPRESENTATIONS AND WARRANTIES, AS WELL AS ANY IMPLIED WARRANTIES BEING HEREBY EXPRESSLY DISCLAIMED.

GRANTEE AGREES THAT GRANTOR SHALL NOT BE RESPONSIBLE OR LIABLE TO GRANTEE FOR ANY CONSTRUCTION DEFECTS, ERRORS, OMISSIONS, OR ON ACCOUNT OF ANY OTHER CONDITIONS AFFECTING THE PROPERTY AND OTHER ITEMS CONVEYED HEREUNDER, AS GRANTEE IS PURCHASING THE SAME AS-IS, WHERE-IS, AND WITH ALL FAULTS. GRANTEE OR ANYONE CLAIMING, BY THROUGH OR UNDER GRANTEE, HEREBY FULLY RELEASES GRANTOR, ITS EMPLOYEES, OFFICERS, DIRECTORS, REPRESENTATIVES, ATTORNEYS AND AGENTS FROM ANY AND ALL CLAIMS THAT IT MAY NOW HAVE OR HEREAFTER ACQUIRE AGAINST RESOLUTION TRUST CORPORATION (IN ALL OF ITS CAPACITIES), THE GOVERNMENT OF THE UNITED STATES, THE FEDERAL DEPOSIT INSURANCE CORPORATION (IN ALL OF ITS CAPACITIES), GRANTOR, AND THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, REPRESENTATIVES, ATTORNEYS AND AGENTS FOR ANY COST, LOSS, LIABILITY, DAMAGE, EXPENSE, DEMAND, ACTION OR CAUSE OF ACTION ARISING FROM OR RELATED TO ANY CONSTRUCTION DEFECTS, ERRORS, OMISSIONS, OR OTHER CONDITIONS AFFECTING THE PROPERTY AND OTHER ITEMS CONVEYED HEREUNDER. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT THIS RELEASE SHALL BE GIVEN FULL FORCE AND EFFECT ACCORDING TO EACH OF ITS EXPRESSED TERMS AND PROVISIONS, INCLUDING, BUT NOT LIMITED TO, THOSE RELATING TO UNKNOWN AND UNSUSPECTED CLAIMS, DAMAGES AND CAUSES OF ACTION. THIS COVENANT RELEASING GRANTOR SHALL BE A COVENANT RUNNING WITH THE PROPERTY AND SHALL BE BINDING UPON GRANTEE. GRANTOR HEREBY ASSIGNS WITHOUT RECOURSE OR REPRESENTATION OF ANY NATURE TO GRANTEE, EFFECTIVE UPON THE EXECUTION AND DELIVERY HEREOF, ANY AND ALL CLAIMS THAT GRANTOR MAY HAVE FOR ANY SUCH ERRORS, OMISSIONS OR DEFECTS IN THE PROPERTY AND OTHER ITEMS CONVEYED HEREUNDER. AS A MATERIAL COVENANT AND CONDITION OF THIS CONVEYANCE, GRANTEE AGREES THAT IN THE EVENT OF ANY SUCH CONSTRUCTION DEFECTS, ERRORS, OMISSIONS OR ON ACCOUNT OF ANY OTHER CONDITIONS AFFECTING THE PROPERTY, GRANTEE SHALL LOOK SOLELY TO GRANTOR'S PREDECESSORS OR TO SUCH CONTRACTORS AND CONSULTANTS AS MAY HAVE CONTRACTED FOR WORK IN CONNECTION WITH THE PROPERTY AND OTHER ITEMS CONVEYED HEREUNDER FOR ANY REDRESS OR RELIEF. UPON THE ASSIGNMENT BY GRANTOR OF ITS CLAIMS, GRANTEE RELEASES GRANTOR OF ALL RIGHTS, EXPRESS OR IMPLIED, GRANTEE MAY HAVE AGAINST GRANTOR ARISING OUT OF OR RESULTING FROM ANY ERRORS, OMISSIONS OR DEFECTS IN THE PROPERTY AND OTHER ITEMS CONVEYED HEREUNDER. GRANTEE FURTHER UNDERSTANDS THAT SOME OF GRANTOR'S PREDECESSORS IN INTEREST MAY BE OR BECOME INSOLVENT, BANKRUPT, JUDGEMENT PROOF OR OTHERWISE INCAPABLE OF RESPONDING IN DAMAGES, AND GRANTEE MAY HAVE NO REMEDY AGAINST SUCH PREDECESSORS, CONTRACTORS OR CONSULTANTS.

GRANTEE HEREBY AGREES TO INDEMNIFY, PROTECT, DEFEND, SAVE AND HOLD HARMLESS GRANTOR, AND GRANTOR'S EMPLOYEES, OFFICERS, DIRECTORS, REPRESENTATIVES, ATTORNEYS AND AGENTS FROM AND AGAINST ANY AND ALL DEBTS, DUTIES, OBLIGATIONS, LIABILITIES, SUITS, CLAIMS, DEMANDS, CAUSES OF ACTION, DAMAGES, LOSSES, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES AND EXPENSES AND COURT COSTS) IN ANY WAY RELATING TO, CONNECTED WITH OR ARISING OUT OF THE PROPERTY AND OTHER ITEMS CONVEYED HEREUNDER OR THE OWNERSHIP, LEASING, USE, OPERATION, MAINTENANCE AND MANAGEMENT THEREOF FROM AND AFTER THE DATE HEREOF, INCLUDING, WITHOUT LIMITATION, THE COST OF ANY REMOVAL OF HAZARDOUS SUBSTANCES OR CONTAMINANTS FROM THE PROPERTY AND OTHER ITEMS CONVEYED HEREUNDER.

GRANTEE HEREBY ASSUMES THE PAYMENT OF ALL AD VALOREM TAXES AND ASSESSMENTS AND ALL SPECIAL ASSESSMENTS OF WHATEVER KIND AND CHARACTER AFFECTING THE PROPERTY AND OTHER ITEMS CONVEYED HEREUNDER, INCLUDING BUT NOT LIMITED TO TAXES BECOMING DUE BECAUSE OF A CHANGE IN LAND USAGE OR OWNERSHIP, AND GRANTEE AGREES TO INDEMNIFY AND HOLD HARMLESS GRANTOR FROM ANY AND ALL CLAIMS AND LIABILITY FOR THE PAYMENT THEREOF.

This Special Warranty Deed is executed by Grantor and Grantee to be effective as of the 15th day of December, 1993.

GRANTOR:

RESOLUTION TRUST CORPORATION,

as Receiver for
Sandia Federal Savings Association*

By: FGB Realty Advisors, Inc., its Asset Management and
Disposition Contractor

By: 

Name: Gregg B. Gardner,

Title or Capacity: Senior Vice President,

pursuant to Power-of-Attorney, dated July 28, 1993.

*a federal mutual savings and loan association

93243 6423

GRANTEE'S ADDRESS:

3500 Battline Road
Addison, Texas 75240

GRANTEE:

Town of Addison

By: Ron Whitehead

Name: RON WHITEHEAD

Title: CITY MANAGER

STATE OF ARIZONA §

COUNTY OF MARICOPA §

This instrument was acknowledged before me on this 10th day of December, 19 93 by Greg
Gardner acting in his/her capacity pursuant to a Power of Attorney on behalf of, RESOLUTION TRUST
CORPORATION in its capacity as Receiver for Sandia Federal Savings Association

My Commission Expires: September 26, 1996



Brenda Trask
Notary Public in and for the

State of Arizona

Brenda Trask
Printed/Typed Name of Notary

nee: Brenda Herbert

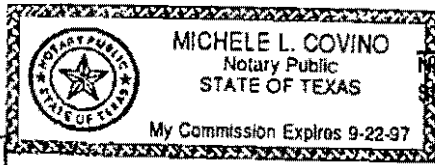
STATE OF TEXAS §

COUNTY OF DALLAS §

This instrument was acknowledged before me on this 15th day of DECEMBER, 19 93 by RON WHITEHEAD
CITY MANAGER of Town of Addison, a Municipality on behalf of said municipality.

My Commission Expires:

9-22-97



Michele L. Covino
Notary Public in and for the

State of Texas

MICHELE L. COVINO
Printed/Typed Name of Notary

THE STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on this _____ day of _____, 19____, by _____

My Commission Expires: _____

Notary Public in and for the
State of _____

Typed/Printed Name of Notary

Abstract No. 482... Town of Addison, Dallas County, Texas, and being all that certain tract of land described by deed recorded in Volume 86251, Page 4890, Deed Records of Dallas County, Texas, said 6.272 acre tract of land being more particularly described as follows:

BEGINNING at a 5/8-inch iron rod found in the easterly right-of-way line of Quorum Drive (an 80-foot right-of-way) and the southerly right-of-way line of the St. Louis and Southwestern Railroad (a 100-foot right-of-way);

THENCE along the southerly right-of-way line of said St. Louis and Southwestern Railroad, North 66 degrees 12' 00" East a distance of 612.25 feet to a 1/2-inch iron rod found for the northwest corner of ADLESTEIN ADDITION, an addition to the Town of Addison as described by plat recorded in Volume 81075, Page 1696, Map Records of Dallas County, Texas;

THENCE along the westerly line of said ADLESTEIN ADDITION, South 26 degrees 03' 10" East a distance of 414.75 feet to a 5/8-inch iron rod found in the northerly right-of-way line of Arapaho Road (an 80-foot right-of-way);

THENCE along the northerly right-of-way line of said Arapaho Road, South 63 degrees 56' 46" West a distance of 275.11 feet to a 5/8-inch iron rod found for the point of curvature of a curve to the left having a radius of 270.42 feet;

THENCE continuing along the northerly and westerly right-of-way line of said Arapaho Road with said curve to the left through a central angle of 37 degrees 19' 42" for an arc distance of 176.18 feet, a chord bearing of South 45 degrees 16' 55" West and a chord distance of 173.08 feet to a cut "x" found for the northeast corner of a called 2.863 acre tract of land as described by deed recorded in Volume 91232, Page 3538, Deed Records of Dallas County, Texas;

THENCE along the northerly lines of said 2.863 acre tract of land as follows:

North 60 degrees 25' 23" West a distance of 179.64 feet to a 1/2-inch iron rod found for corner;

South 89 degrees 34' 37" West a distance of 213.93 feet to a cut "x" found in the easterly right-of-way line of aforementioned Quorum Drive;

THENCE along said easterly right-of-way line, North 00 degrees 25' 00" West a distance of 281.07 feet to the POINT OF BEGINNING;

CONTAINING a computed area of 273,205 square feet or 6.272 acres of land, more or less.

- a. The following, all according to plat recorded in Volume 82005, Page 2784, of the Map Records of Dallas County, Texas:
- Building set back line Twenty-five (25) feet in width along the Southeast (Arapaho Road) property line; and
- Building set back line Fifteen (15) feet in width along the West property line; and
- An easement Fifteen (15) feet in width along the Northwest (St. Louis & Southwestern Railroad) property line(s) for Drainage and Utilities; and
- An easement Fifteen (15) feet in width along the Northeast property line(s) for Drainage and utilities; and
- An easement Fifteen (15) feet in width along the Southeast (Arapaho Road) property line(s) for Drainage and utilities.
- b. Restrictive covenants recorded in Volume 80005, Page 3073, and Volume 84201, Page 1770 Deed Records, Dallas County, Texas.
- c. An easement granted by Iona Developers to adjacent property owner dated May 31, 1984, recorded in Volume 84240, Page 3653, Deed Records, Dallas County, Texas.
- d. Underground Utility Easement granted by Iona Developers to adjacent property owner dated May 31, 1984, recorded in Volume 84240, Page 3658, Deed Records, Dallas County, Texas.
- e. No liability is assumed by reason of the gravel road across subject property, shown on a survey dated October 27, 1993, by Lyndon M. Hodgkin, Registered Professional Land Surveyor #4584.
- f. No liability is assumed by reason of the overhead power lines located outside recorded utility easements on subject property, shown on a survey dated October 27, 1993, by Lyndon M. Hodgkin, Registered Professional Land Surveyor #4584. (Owner Policy only)



Antique parking
↑

Replace Existing Median
with
8" Flex Base &
4" Hot Mix

10' 0" x 10'
21' 0" x 10'

8" white Channel Markers
& 10' spacing

Existing Median 2

Existing Median

6" yellow joggle bars @ 3' spacing

MEPC

NEW
ENTRANCE

