

2000-3 Arapaho Road

R.O.W. Litigious Documents (Public Storage) - 2004

JUL-17-2003 08:48

COWLES & THOMPSON

2146722020 P.01/04

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FACSIMILE COVER PAGE

Date: July 17, 2003 Time: \_\_\_\_\_

Total Number of Pages (including this sheet): 4

Normal/Rush: Normal Client/Matter #: 3305/62006

- TO: (1) Patricia A. Sherman Bruce FAX: (214) 855-8848 PHONE: (2) Mike Murphy FAX: 972.450.2837 PHONE: (3) Randy Moravec FAX: 972.450.7096 PHONE: (4) Bill Blackburn FAX: 214.265.7008 PHONE:

Handwritten note: CARROLL GIDDION

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

MESSAGE: RE: Town of Addison - Public Storage of Dallas, Ltd. GF Nos.: 02R14047/SJ7 and 02R14048/SJ7

IF YOU HAVE ANY PROBLEMS WITH THIS TRANSMISSION, PLEASE CALL

Yolanda Rodriguez at (214) 672-2629

Thank you.

IMPORTANT/CONFIDENTIAL: This message is intended only for the use of the individual or entity to which it is addressed. This message contains information from the law firm of Cowles & Thompson which may be privileged, confidential, and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient or the employee, or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution, or copying of 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.

Handwritten signature/initials.

JUL-17-2003 08:48

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**COWLES & THOMPSON**  
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ATTORNEYS AND COUNSELORS



JOHN M. HILL  
214.672.2170  
JHILL@COWLESTHOMPSON.COM

July 17, 2003

**VIA FACSIMILE (214) 855-8848  
and REGULAR U.S. MAIL**

Ms. Patricia A. Sherman Bruce  
Republic Title Company  
2626 Howell Street, 10th Floor  
Dallas, Texas 75204-4064

**RE: Seller: Public Storage of Dallas, Ltd.  
Purchaser: Town of Addison, Texas  
Your File #s: 02R14047/SJ7  
02R14048/SJ7**

Dear Patricia:

As you know, the parties have agreed to close this transaction on Monday, July 21, 2003. The Town of Addison will fund the purchase by wire transfer into the Title Company's account pursuant to the wiring instructions you have provided to me. As we discussed over the telephone, the wiring will take place to the account with GF File # 02R14047/SJ7. The Town will also execute and deliver its settlement statement by telecopy with a hard copy to follow by regular mail. I understand from our previous correspondence that your office is preparing updated title commitments and will provide copies of those to the Seller and Buyer.

DOCUMENTS

The following documents (the "Transaction Documents") either have been or should be delivered to you by July 21:

1. The Special Warranty Deed to be executed by Seller;
2. The Temporary Construction Easement, to be executed by Seller and Buyer, and the Consent of Lienholder to be executed by the lienholder (Colonial Bank);
3. Partial Release of Lien executed by Colonial Bank (so that Paragraph 10 of Schedule C will be deleted);

DALLAS TYLER

901 MAIN STREET SUITE 4000 DALLAS, TEXAS 75202-3793  
TEL 214.672.2000 FAX 214.672.2020  
WWW.COWLESTHOMPSON.COM

July 17, 2003  
Page 2

4. Sufficient evidence of the authority of Seller to act in this matter and the that the person executing the closing documents on behalf of Seller has authority to do so, and that the person executing the Partial Release of Lien and the Consent of Lienholder (in connection with the Temporary Construction Easement) for Colonial Bank has authority to do so;
5. Seller's Affidavit (debts and liens and parties in possession);
6. A "Bills Paid Affidavit" on the Title Company's standard form;
7. Certification as to Non-Foreign Status executed by Seller;
8. Seller's Settlement Statement to be executed by Seller;
9. Buyer's Settlement Statement to be executed by Buyer; and
10. Other documents the Title Company may require to close this transaction.

CLOSING INSTRUCTIONS

A. You are instructed to retain the Transaction Documents in escrow until the following matters are satisfied:

1. All of the Transaction Documents have been delivered to you and fully executed;
2. You are prepared to issue a Title Policy to the Town of Addison, Texas in accordance with the terms of the Title Commitment(s), provided that: (i) the exception for restrictive covenants shall be deleted, (ii) the "area and boundary" exception (Schedule B, Paragraph 2) is amended to read "shortages in area" to reflect the payment of an additional premium, (iii) the exception for ad valorem taxes shall reflect only taxes for the then current year and subsequent years and subsequent taxes and assessments for prior years due to change in land usage or ownership, (iv) there shall be no exception for rights of parties in possession or rights of tenants under any unrecorded leases or rental agreements, (v) there shall be no exception for "visible and apparent easements," for "public or private roads" or the like, and (vi) all matters in Schedule C have been satisfied so that none are exceptions.
3. You are prepared to disburse funds in accordance with the approved Buyer's Settlement Statement.

B. Once you have satisfied all of the matters set out above, you are authorized and instructed to take the following steps:

July 17, 2003  
Page 3

1. Disburse funds in accordance with the approved Buyer's Settlement Statement;
2. Record the Special Warranty Deed;
3. Record the Temporary Construction Easement;
4. Record the Partial Release of Lien;
5. Deliver to this office copies of the Transaction Documents;
6. Upon recording, return to this office the original Special Warranty Deed, Temporary Construction Easement, and Partial Release of Lien; and
7. Deliver to this office the owner's policy of title insurance when issued.

Thank you for your help in this matter. Please give me a call if you have any questions.

Very truly yours,



John M. Hill

JMH/yjr

cc: Mr. Mike Murphy *Via Facsimile (972) 450-2837*  
 Mr. Randy Moravec *Via Facsimile (972) 450-7096*  
 Mr. Bill Blackburn *Via Facsimile (214) 265-7008*  
 Mr. Ken Dippel

JUL-14-2003 15:58

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Date: July 14, 2003 Time: \_\_\_\_\_

Total Number of Pages (including this sheet): 9

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

TO: (1) Mike Murphy FAX: 972.450.2837 PHONE:

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

MESSAGE: RE: Public Storage of Dallas, Ltd.

IF YOU HAVE ANY PROBLEMS WITH THIS TRANSMISSION, PLEASE CALL

Yolanda Rodriguez at (214) 672-2629

Thank you.

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PLEASE  
FOLLO  
MURPHY

JUL-14-2003 15:58

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2146722020 P.02/09

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ATTORNEYS AND COUNSELORS



JOHN M. HILL  
214.672.2170  
JHILL@COWLESTHOMPSON.COM

July 14, 2003

**VIA HAND DELIVERY**

Mr. Tracy Taylor  
Watson & Taylor Management Company  
4015 Belt Line Road  
Addison, Texas 75001-4383

**RE: Town of Addison - Public Storage of Dallas, Ltd.**

Dear Tracy:

I received a voice mail message from Bill Blackburn this morning regarding the exhibits to the Temporary Construction Easement concerning the pad sites. Bill had suggested that I forward directly to you three (3) copies of a revised Exhibit C to the Temporary Construction Easement which has the language modified in Paragraph 4 and also includes new Exhibits C-3 and C-4. This Exhibit C should be inserted into the Contract of Sale which you should already have, taking the place of the current Exhibit C.

I am sending Bill a copy of this letter so that he is aware that it is being forwarded to you.

Please give me a call if you have any questions.

Very truly yours,

John M. Hill

JMH/yjr  
Enclosures

cc: Mr. William M. Blackburn (*Via Hand Delivery*)  
Mr. Mike Murphy (*Via Fax and Regular U.S. Mail*)  
Mr. Ken Dippel

**EXHIBIT C**  
**TO TEMPORARY CONSTRUCTION EASEMENT**

In connection with the Roadway Improvements and the construction thereof and the use of the Easement and Easement Area by Grantee:

1. Structures located on and within the Easement Area and identified as "Structures to be Demolished" on the drawing attached hereto as Exhibit C-1 (prepared by HNTB and dated January, 2003, and herein referred to as the "Demolition Plan") will be demolished and removed in their entirety.

2. Structures located on and within the Easement Area and identified as "Structures to be Partially Demolished and Modified" on the Demolition Plan will be partially demolished and modified. With respect to such structures, Grantee will reconstruct and modify, with proper engineering, such structures in accordance with the Demolition Plan.

3. Following the demolition and removal of the Structures to be Demolished, all metal "clips" from existing concrete pavement will be removed.

4. Existing concrete pavement within the Easement Area will be protected, and any of such concrete pavement damaged by the construction will be restored to an equivalent design strength and thickness. In addition, after the demolition and removal of any storage unit Structures as described above in paragraphs 1 and 2 of this Exhibit C:

(a) except as provided in subpart (b) below of this paragraph 4, the edges of concrete pad sites on which such Structures were placed will be smoothed off by the grinding of such edges (see attached Exhibit C-3); and

(b) at three (3) locations along the northern line of such Structures, an approximately one foot vertical differential exists between the existing pad site and the abutting concrete drive, and at such locations (to be specifically identified at the site by Grantee's engineer) a concrete ramp will be constructed (see attached Exhibit C-4) adjacent to each grade variation,

with the result that there will be a smooth sloped transition for motor vehicle access to and from the pad site area and the abutting concrete drives. It is anticipated that the work described in this paragraph 4 shall be performed during the construction of the Roadway Improvements.

5. Wall

(a) A security wall or barrier constructed generally of masonry material (such as stone, brick, concrete, hollow-tile concrete-block, gypsum-block, or other similar building units or materials or a combination of the same) and iron at least eight (8) feet in height (the "wall") (together with a security gate as indicated on the drawing attached hereto as Exhibit C-2 and referred to herein as the "Drawing") shall be constructed in accordance with the standards of the Town of Addison. Such wall shall be constructed on and within the Easement Area in the approximate location as shown on the Drawing. The elevation and design of the wall shall be



submitted by the Town of Addison to Grantor for Grantor's review and reasonable approval prior to construction. In the construction of the wall, Grantee will remove and replace any existing concrete pavement related to such construction.

(b) Upon the final completion of the wall and the acceptance thereof by Grantor and Grantee, Grantee (or Grantee's contractor) shall maintain the wall for a period of time set forth in a maintenance bond obtained by Grantee from its contractor, but in any event not less than one (1) year (the term of such bond being the "maintenance period") from such completion and acceptance. During the maintenance period, Grantee (or its contractor) shall have the right and an easement (and Grantor hereby grants and conveys such right and easement) to use as much of the surface of the Easement Area or other property owned by Grantor that is adjacent to the wall (the "maintenance easement area") as may be reasonably necessary from time to time for Grantee (or its contractor) to maintain the wall; provided, however, that except in the case of an emergency, Grantee (or its contractor) shall give Grantor at least seventy-two (72) hours written notice prior to coming onto the maintenance easement area for maintenance purposes. **SUCH MAINTENANCE OBLIGATION AND MAINTENANCE EASEMENT SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS TEMPORARY CONSTRUCTION EASEMENT.**

(c) Upon the expiration of the maintenance period, Grantor, its successors and assigns, shall be responsible and provide for the upkeep, maintenance, and repair of the wall (including, without limitation, any reconstruction or replacement of the wall) and shall keep the wall in a good and safe condition. In connection therewith, Grantor (or its contractor) shall have the right and an easement (and Grantee hereby grants and conveys such right and easement) to use the public right-of-way located immediately adjacent to the wall (the "right-of-way easement area") as may be reasonably necessary from time to time for Grantor (or its contractor) to provide for the upkeep, maintenance, and repair of the wall; provide, however, that Grantor (or its contractor) shall give Grantee at least seventy-two (72) hours written notice prior to coming onto the right-of-way easement area for such purposes. **THIS OBLIGATION OF GRANTOR TO PROVIDE UPKEEP, MAINTENANCE AND REPAIR OF THE WALL IN A GOOD AND SAFE CONDITION FOLLOWING THE EXPIRATION OF THE MAINTENANCE PERIOD SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS TEMPORARY CONSTRUCTION EASEMENT AND SHALL CONSTITUTE A COVENANT RUNNING WITH THE STORAGE PROPERTY AS DESCRIBED IN EXHIBIT A TO THIS TEMPORARY CONSTRUCTION EASEMENT.**

6. "Hazardous Materials" means and includes those elements or compounds which are contained in the list of Hazardous Substances adopted by the United States Environmental Protection Agency and the list of toxic pollutants designated by Congress or the Environmental Protection Agency, and any flammable substances, explosives, radioactive materials, hazardous waste, toxic substances, pollutants, pollution or related materials regulated under any Environmental Laws. "Environmental Laws" means any federal, state, or local laws, ordinances, orders, policies, rules, standards, or regulations (and including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, the Superfund Amendment and Reauthorization Act, the Resource Conservation Recovery Act, the Federal Water Pollution Control Act, the Federal Environmental Pesticides Act, the Clean Water Act, the

JUL-14-2003 15:58

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2146722020 P.05/09

Clean Air Act, and all so-called federal, state and local "superfund" and "superlien" statutes) governing or regulating the use, storage, treatment, transportation, generation, or disposal of Hazardous Materials.

JUL-14-2003 15:59

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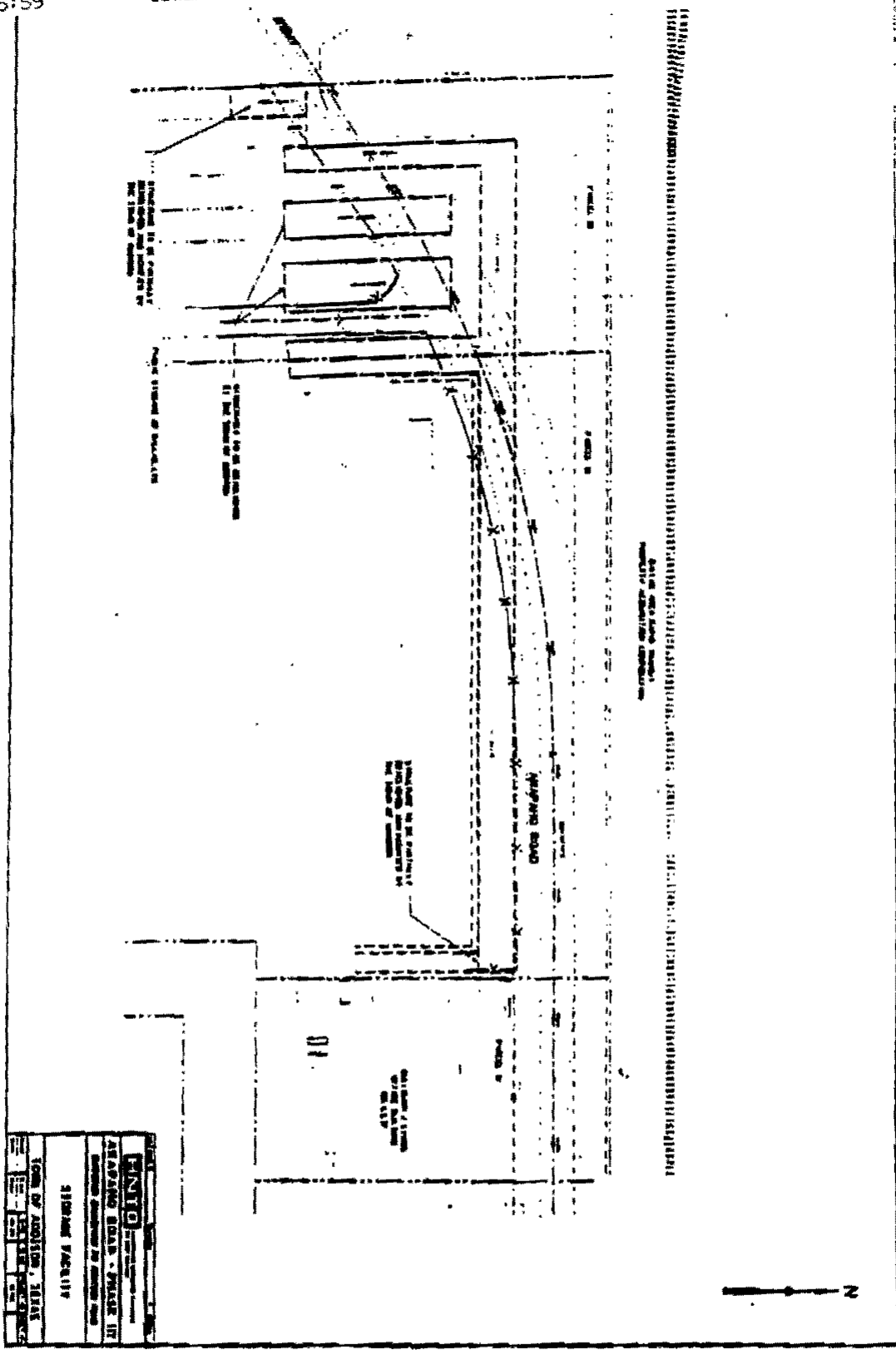


Exhibit C-1

P. 07/09

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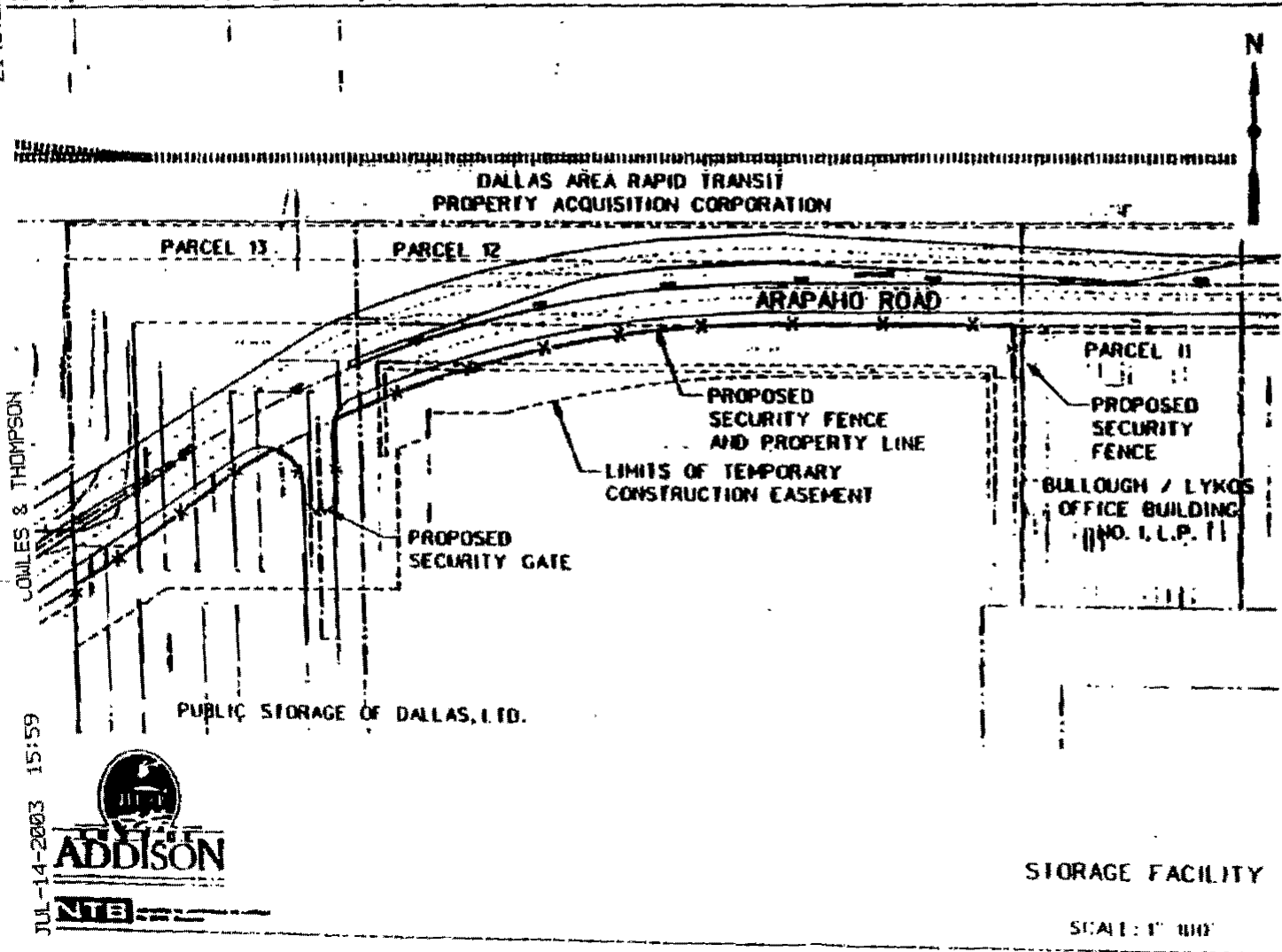
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Fax Station

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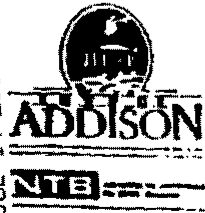
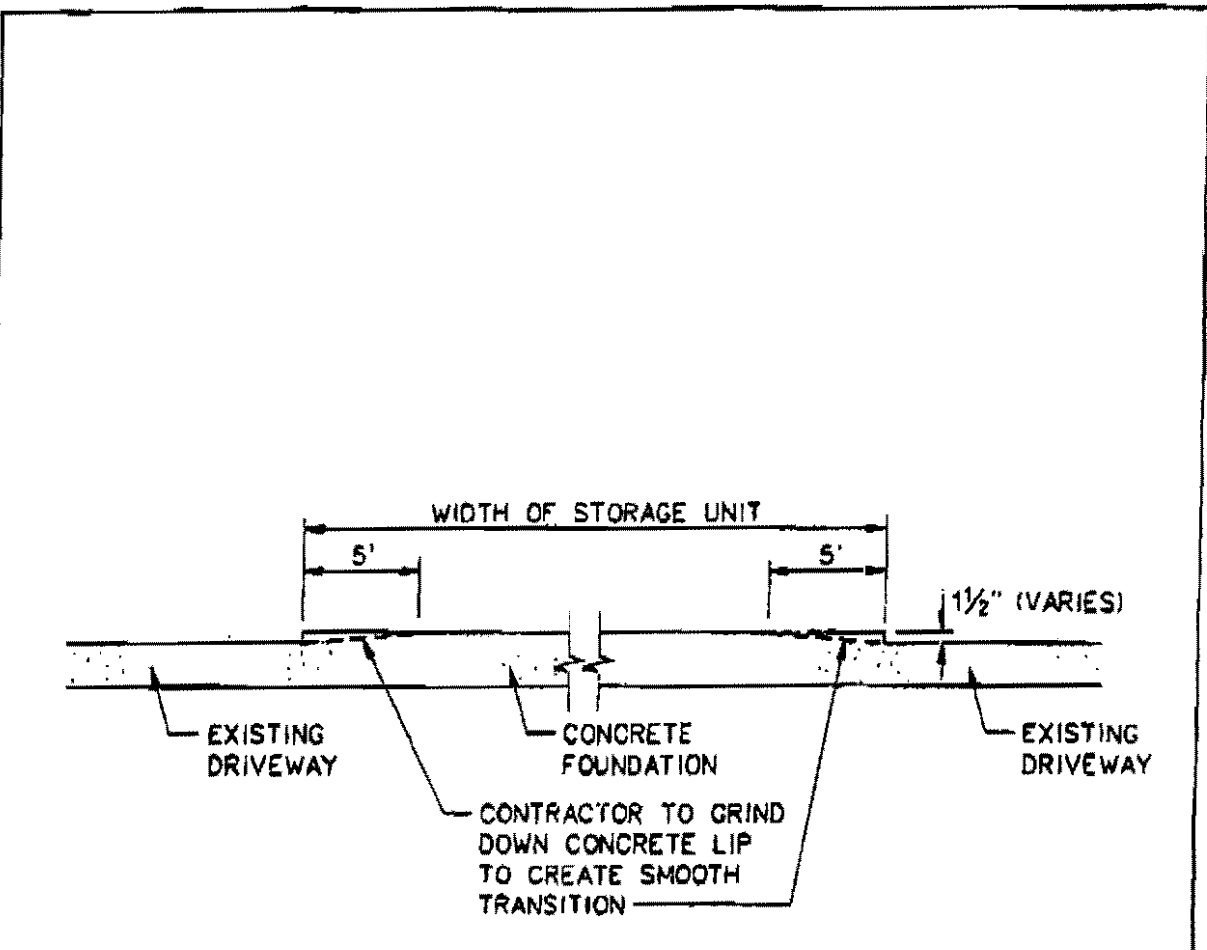


Exhibit C-2

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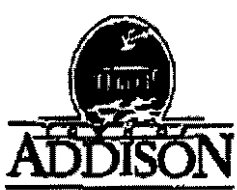
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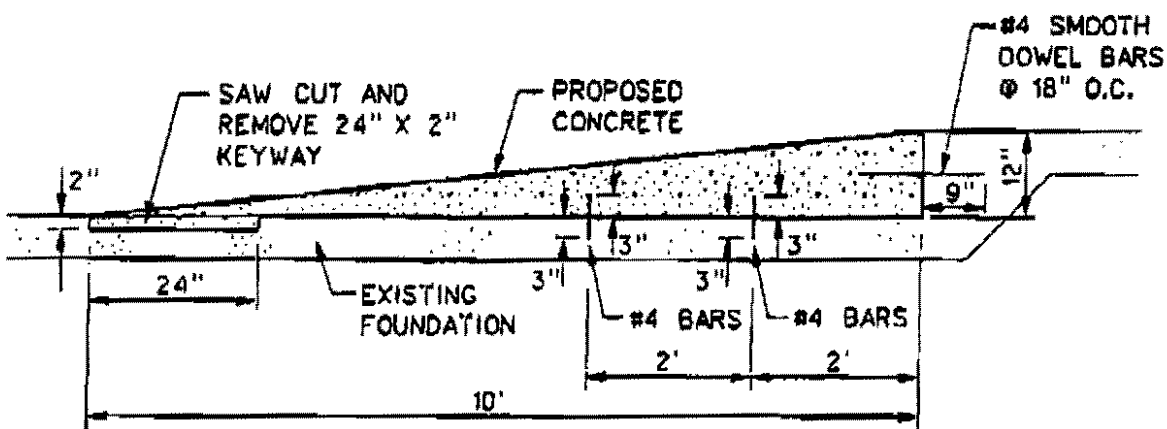
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**DETAIL 2**  
**BUILDING SLAB DETAIL**  
 NO SCALE

P1 - JUL - 2003 10:30  
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**DETAIL 1**  
**BUILDING FOUNDATION RAMP**  
 NO SCALE

11-JUL-2003 10:10  
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JOHN M. HILL  
214.672.2170  
JHILL@COWLESTHOMPSON.COM

July 14, 2003

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Clean Air Act, and all so-called federal, state and local “superfund” and “superlien” statutes) governing or regulating the use, storage, treatment, transportation, generation, or disposal of Hazardous Materials.



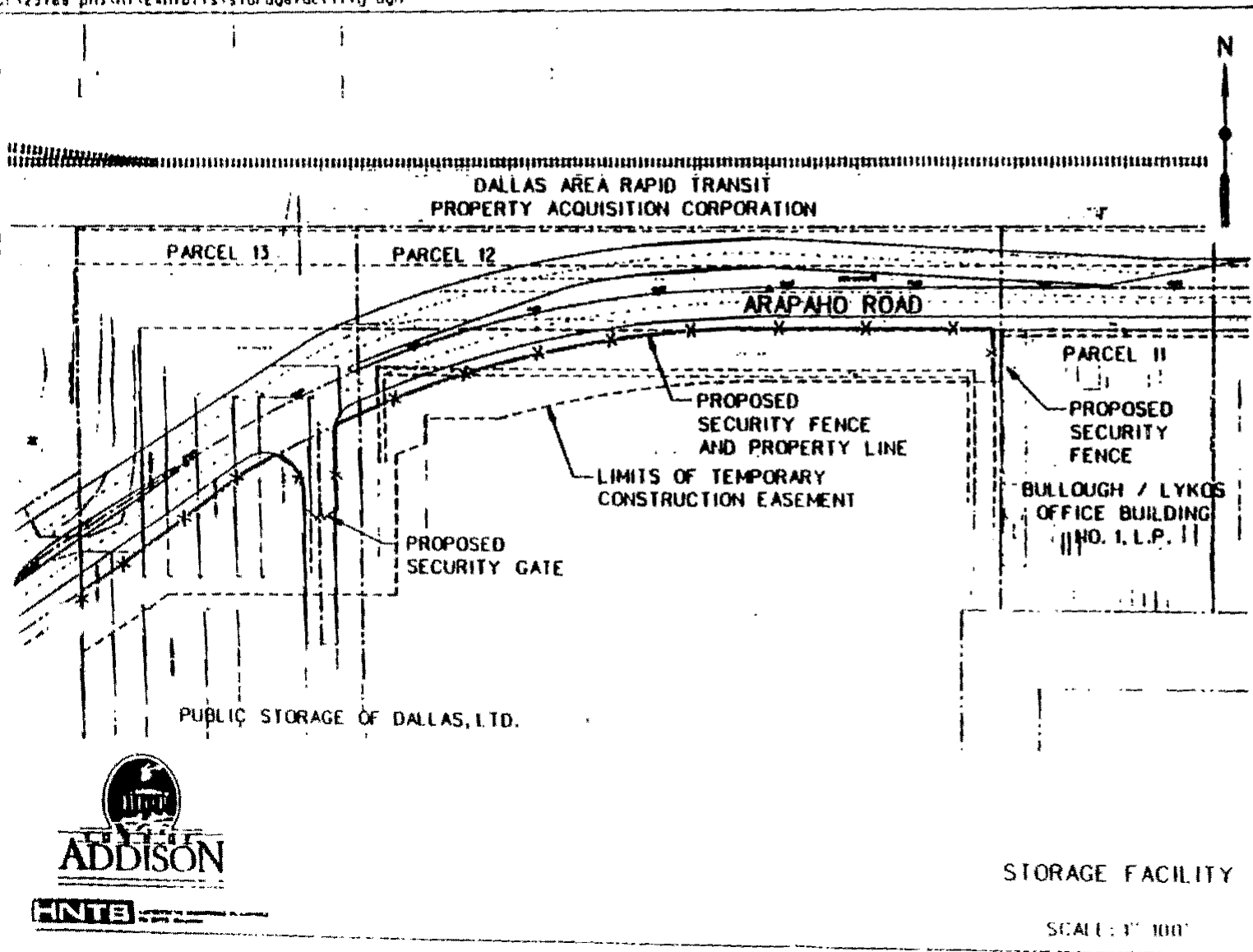
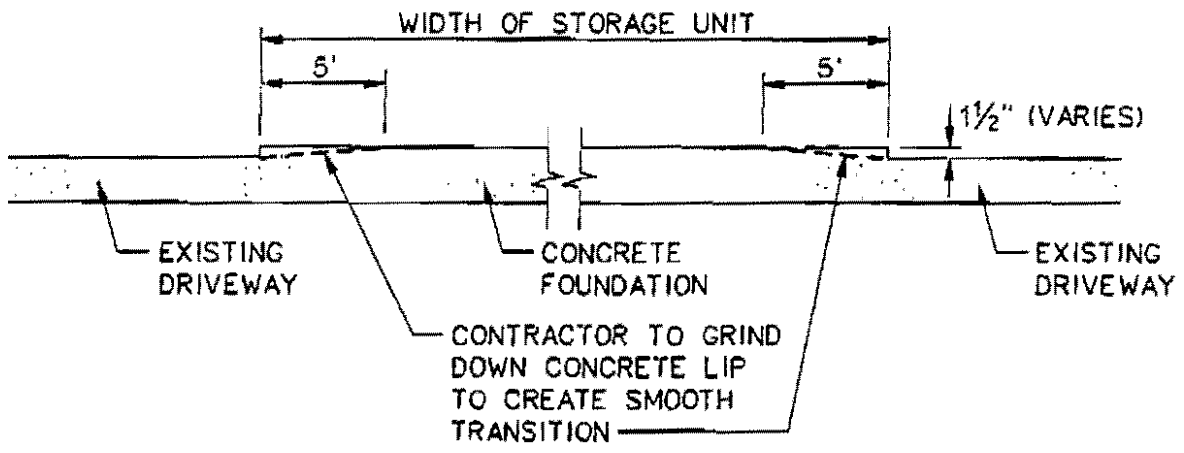


Exhibit C-2

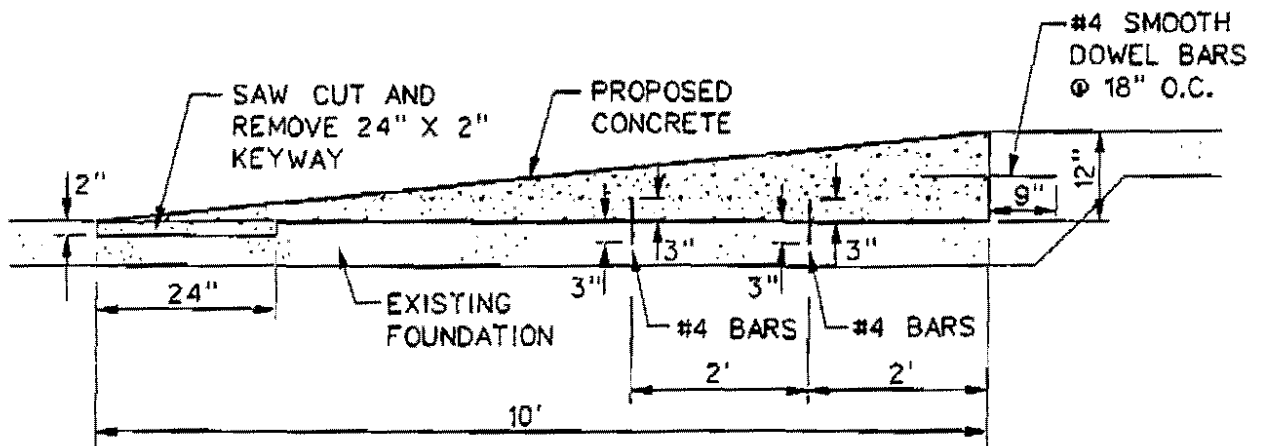




**DETAIL 2**  
**BUILDING SLAB DETAIL**  
 NO SCALE

11-JUL-2003 10:30  
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DETAIL 1  
BUILDING FOUNDATION RAMP  
 NO SCALE

11-JUL-2003 10:30  
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25th  
Anniversary  
1978-2003

COWLES & THOMPSON  
A Professional Corporation  
ATTORNEYS AND COUNSELORS



JOHN M. HILL  
214.672.2170  
JHILL@COWLESTHOMPSON.COM

June 6, 2003

**VIA HAND DELIVERY**

Mr. William M. Blackburn  
Attorney and Counselor  
9400 North Central Expwy., Suite 1616  
Dallas, Texas 75231

**RE: Town of Addison / Public Storage of Dallas, Ltd.**

Dear Bill:

Enclosed are three (3) revised copies of Exhibit D to the Contract of Sale between the Town of Addison and Public Storage of Dallas, Ltd. This Exhibit includes the modifications which we corresponded about earlier this week, and also modifies the page numbers. This Exhibit should be substituted in place of Exhibit D to the Contract of Sale which I forwarded to you on May 7, 2003.

Please give me a call if you have any questions or comments.

Very truly yours,



John M. Hill

JMH/yjr  
Enclosures

cc: Mr. Mike Murphy  
Mr. Ken Dippel

**EXHIBIT D**  
**TO CONTRACT OF SALE**



**TEMPORARY CONSTRUCTION EASEMENT**

STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS   §

**KNOW ALL MEN BY THESE PRESENTS:**

WHEREAS, Public Storage of Dallas, Ltd., a Texas limited partnership, is the sole owner of those certain tracts of land described in Exhibit A attached hereto (the said tracts of land being referred to herein together as the "Storage Property") and made a part hereof for all purposes, which includes those tracts of land described in Exhibit B attached hereto and made a part hereof for all purposes (the said tracts of land being referred to herein together as the "Easement Area"); and

WHEREAS, the Town of Addison, Texas intends to construct, by and through a third party contractor (the "Contractor") an extension of Arapaho Road through a portion of the Town (the "Roadway Improvements"), a part of which Roadway Improvements is located adjacent to the Easement Area, and in connection therewith the Town requires the use of the Easement Area for the purposes set forth herein.

NOW, THEREFORE, Public Storage of Dallas, Ltd., LTD., a Texas limited partnership (hereinafter called "Grantor"), for good and valuable consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by the Town of Addison, Texas (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged and confessed, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY unto Grantee, its successors and assigns, for those purposes hereinafter set forth, a temporary and exclusive easement and right-of-way (the "Easement") in, over, above, under, across, and to that certain lot, tract or parcel of land (the "Easement Area") situated in the Town of Addison, Dallas County, Texas, and being more particularly described in Exhibit B attached hereto and made a part hereof for all purposes, subject only to the exceptions and encumbrances described in the attached Exhibit D (the "Permitted Exceptions").

The Easement may be used by Grantee, its officers, employees, contractors, agents, successors, and assigns, in connection with activities relating to the construction of the Roadway Improvements (the "Project") and all appurtenances thereto, including, without limitation, utility

installation and relocation, drainage structures and landscaping, the modification and removal of existing structures (including structures located within the Easement Area), the performance of necessary excavation, boring, backfilling, embedding, drilling, grading and paving, the construction of curbs, gutters, maintenance and storage of equipment and materials, the activities described in Exhibit C attached hereto and incorporated herein (including, without limitation, the construction of a wall and security gate to be located generally as shown and depicted in Exhibit C), and the use of the Easement for access, ingress to, and egress between the site of construction and public rights-of-way.

Upon final completion of the activities described herein, but in no event more than twenty-four (24) months from and after the date Grantee issues to the Contractor a notice to proceed with construction of the Roadway Improvements (the "Easement Period"), Grantee, its successor or assign, shall return the Easement Area to the condition as described in Exhibit C attached hereto and incorporated herein, and the Easement shall automatically terminate (except that those obligations stated in Exhibit C hereto as surviving the termination or expiration of this Temporary Construction Easement (the "surviving obligations") shall survive such automatic termination). If necessary to complete the construction of the Roadway Improvements, this Temporary Construction Easement may be extended by Grantee at a cost of \$70.00 per day; provided, however, that in no event shall such extension exceed six (6) months beyond the Easement Period. Upon the request of Grantor, Grantee shall execute a memorandum of termination for recordation by Grantor in the real property records of Dallas County, Texas, which memorandum shall include a reference to the surviving obligations.

Grantee shall not permit any worker's, mechanic's or materialman's lien or liens to be placed on the Storage Property or the Easement Area caused by or resulting from any work performed, materials furnished or obligations incurred by, at the request of, or on behalf of, Grantee under or pursuant to this Temporary Construction Easement, and, in the case of the filing any such lien, Grantee promptly shall have the same released or insured or bonded around within thirty (30) days of the filing of such lien or liens.

It is acknowledged and agreed that Grantee is acquiring this Temporary Construction Easement in connection with Grantee's construction and operation of the Roadway Improvements. The consideration exchanged between the parties hereto for this Temporary Construction Easement shall be considered full compensation for this Easement and for any

severance damages, or any damages to, or diminution in the value of, other lands belonging to Grantor, that may be claimed or asserted by virtue of such acquisition and use of this Temporary Construction Easement by Grantee.

The recitals first set forth above are incorporated into and made a part of this Temporary Construction Easement.

From the date of execution of this Temporary Construction Easement through the date of its termination, Grantor shall not store, place, install or release and shall not allow or permit the storage, placement, installation or release of Hazardous Materials (as defined in the attached Exhibit C) of any kind in, under, or above the improvements on the Easement Area or into or onto the surface water, ground water, soil, surface or subsurface of the Easement Area. In the event of such storage, placement, installation or release, Grantor shall promptly cause the removal and clean-up of any such Hazardous Materials at Grantor's sole cost and expense, and Grantor shall defend, indemnify and hold harmless the Town of Addison, its officials, officers, employees, agents and contractors from and against any and all claims, actions, or judgments in connection therewith.

TO HAVE AND TO HOLD the Easement, together with all and singular the rights, privileges, and appurtenances thereto in anywise belonging, unto Grantee, its successors and assigns; and Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND all and singular the Easement unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Permitted Exceptions when the claim is by, through, or under Grantor, but not otherwise.

**PROVIDED, HOWEVER, THAT THE EASEMENT AREA IS CONVEYED AND TRANSFERRED TO GRANTEE "AS IS, WHERE IS, AND WITH ALL FAULTS AND PATENT AND LATENT DEFECTS", AND, EXCEPT AS EXPRESSLY OTHERWISE SET FORTH HEREIN AND IN ARTICLE IV, SECTION 4.1, OF THAT CONTRACT OF SALE DATED \_\_\_\_\_ BETWEEN GRANTOR (AS SELLER) AND GRANTEE (AS BUYER) (A TRUE AND CORRECT COPY OF WHICH SECTION IS ATTACHED HERETO AS EXHIBIT E), GRANTOR HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY DISCLAIMS, ANY REPRESENTATION, PROMISE, COVENANT, AGREEMENT, GUARANTY OR WARRANTY OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, AS TO THE QUANTITY, QUALITY, CONDITION, SUITABILITY, HABITABILITY, OR FITNESS OF THE EASEMENT AREA FOR ANY PURPOSE WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION REGARDING SOIL**

CONDITIONS, AVAILABILITY OF UTILITIES, DRAINAGE, ZONING LAWS, ENVIRONMENTAL LAWS, OR ANY OTHER FEDERAL, STATE OR LOCAL STATUTES, CODES, REGULATIONS OR ORDINANCES. GRANTEE ALSO ACKNOWLEDGES AND AGREES THAT GRANTEE'S INSPECTION AND INVESTIGATION OF THE EASEMENT AREA HAVE BEEN ADEQUATE TO ENABLE GRANTEE TO MAKE GRANTEE'S OWN DETERMINATION WITH RESPECT TO THE SUITABILITY OR FITNESS OF THE EASEMENT AREA, INCLUDING, WITHOUT LIMITATION, WITH RESPECT TO SOIL CONDITIONS, AVAILABILITY OF UTILITIES, DRAINAGE, ZONING LAWS, ENVIRONMENTAL LAWS, AND ANY OTHER FEDERAL, STATE OR LOCAL STATUTES, CODES, REGULATIONS OR ORDINANCES. GRANTEE ACKNOWLEDGES THAT THE DISCLAIMERS, AGREEMENTS AND OTHER STATEMENTS SET FORTH IN THIS PARAGRAPH ARE AN INTEGRAL PORTION OF THIS TEMPORARY CONSTRUCTION EASEMENT AND THAT GRANTOR WOULD NOT AGREE TO GRANT AND CONVEY THIS TEMPORARY CONSTRUCTION EASEMENT WITHOUT THE DISCLAIMERS, AGREEMENTS AND OTHER STATEMENTS SET FORTH IN THIS PARAGRAPH. GRANTEE FURTHER ACKNOWLEDGES THAT GRANTEE IS NOT IN A DISPARATE BARGAINING POSITION WITH RESPECT TO GRANTOR.

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 2003.

**GRANTOR:**

**PUBLIC STORAGE OF DALLAS, LTD.**

By: Watson & Taylor Management, Inc., a  
Texas corporation, its sole general partner

By: \_\_\_\_\_  
A. Starke Taylor III, President  
Watson & Taylor Management, Inc.

Accepted and Agreed:

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 2003.

**GRANTEE:**

**TOWN OF ADDISON, TEXAS**

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



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

Before me, the undersigned authority, on this day personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

[Seal]

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

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

**EXHIBIT A**  
**TO TEMPORARY CONSTRUCTION EASEMENT**

The Storage Property is described as follows:

A called 4.081 acre tract of land conveyed to Public Storage of Dallas, LTD. on October 3, 1979 and recorded in Volume 79196, Page 3188 of the Deed Records of Dallas County, Texas, said called 4.081 acre tract being all of Lot 3 of the Watson and Taylor Subdivision No. 2, an addition to the Town of Addison, as evidenced by the plat dated September 12, 1979 and recorded in Volume 79180, Page 0888 of said Deed Records;

and

A called 137,968 square foot tract of land conveyed to Public Storage of Dallas, LTD. on June 13, 1978 and recorded in Volume 78115, Page 3018 of the Deed Records of Dallas County, Texas, said called 137,968 square foot tract being all of Lot 1 of the Watson and Taylor Subdivision, an addition to the Town of Addison, as evidenced by the plat dated March 31, 1978 and recorded in Volume 78082, Page 889 of said Deed Records.

**EXHIBIT B**  
**TO TEMPORARY CONSTRUCTION EASEMENT**



Parcel 12-TE  
Field Note Description  
Arapaho Road Project  
Town of Addison  
Dallas County, Texas

BEING a description of a 0.5291 acre (23,049 square foot) tract of land situated in the David Myers Survey, Abstract Number 923, Town of Addison, Dallas County, Texas, and being a portion of a called 4.081 acre tract of land conveyed to Public Storage of Dallas, LTD. on October 3, 1979 and recorded in Volume 79196, Page 3188 of the Deed Records of Dallas County, Texas, said called 4.081 acre tract being all of Lot 3, of the Watson and Taylor Subdivision No. 2, an addition to the Town of Addison, as evidenced by the plat dated September 12, 1979 and recorded in Volume 79180, Page 0888 of said Deed Records, said 0.5291 acre tract of land being more particularly described by metes and bounds as follows;

COMMENCING at the common Northeast corner of said called 4.081 acre tract and Northwest corner of a called 1.103 acre tract of land conveyed to Bullough/Lykos Office Building No. 1, L.P. on June 11, 1998 and recorded in Volume 98115, Page 03999 of said Deed Records, said called 1.103 acre tract being all of "Lot 5, Surveyor Addition, Addison West Industrial Park", an addition to the Town of Addison, as evidenced by the plat dated February 7, 1979 and recorded in Volume 79053, Page 0620 of said Deed Records said corner being in the proposed North right of way line of Arapaho Road and the South right of way line of a 100 foot wide railroad right of way as conveyed to Dallas Area Rapid Transit Property Acquisition Corporation on December 27, 1990 and recorded in Volume 91008, Page 1390 of said Deed Records;

THENCE, SOUTH  $00^{\circ}06'08''$  WEST (called South  $00^{\circ}08'05''$  West), departing said lines and along the common East line of said called 4.081 acre tract and West line of said called 1.103 acre tract, a distance of 78.95 feet to a point in the proposed South right of way line of Arapaho Road for the Northeast corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, SOUTH  $00^{\circ}06'08''$  WEST continuing along said common line, a distance of 40.00' to the most Easterly Southeast corner of the herein described tract;

ARCEL 12-TE - ARAPAHO ROAD PROJECT

THENCE, NORTH  $89^{\circ}58'49''$  WEST, departing said common line, a distance of 180.55 feet to the point of curvature of a tangent curve to the left;

THENCE, SOUTHWESTERLY, along the arc of said curve to the left having a radius of 778.00 feet, a central angle of  $15^{\circ}58'34''$ , a chord bearing South  $82^{\circ}01'54''$  West a distance of 216.23 feet, for an arc distance of 216.93 feet to an angle point;

THENCE SOUTH  $89^{\circ}51'04''$  WEST, a distance of 57.80 feet to a point for corner;

THENCE, SOUTH  $00^{\circ}24'42''$  EAST, a distance of 18.80 feet to the point of curvature of a non-tangent curve to the left;

THENCE, SOUTHWESTERLY, along the arc of said curve to the left having a radius of 778.00 feet, a central angle of  $01^{\circ}56'00''$ , a chord bearing South  $68^{\circ}36'19''$  West a distance of 26.25 feet, for an arc distance of 26.25 feet to an angle point;

THENCE SOUTH  $00^{\circ}05'59''$  WEST, a distance of 109.96 feet to the most Southerly Southeast corner of the herein described tract;

THENCE SOUTH  $89^{\circ}26'35''$  WEST, a distance of 27.71 feet to the southwest corner of the herein described tract and being in the common West line of said called 4.081 acre tract and East line of a called 137,968 square foot tract of land conveyed to Public Storage of Dallas, LTD. on June 13, 1978 and recorded in Volume 78115, Page 3018 of said Deed Records, said called 137,968 square foot tract being all of Lot 1, of the Watson and Taylor Subdivision, an addition to the Town of Addison, as evidenced by the plat dated March 31, 1978 and recorded in Volume 78082, Page 889 of said Deed Records;

THENCE, NORTH  $00^{\circ}33'49''$  WEST (called North  $00^{\circ}26'30''$  West), along said common line, a distance of 141.29 feet to a point in said proposed South right of way line of Arapaho Road, being in a non-tangent curve to the right;

THENCE, NORTHEASTERLY, departing said common line, along said proposed South right of way line of Arapaho Road and the arc of said curve to the right having a radius of 818.00 feet, a central angle of  $23^{\circ}27'04''$ , a chord bearing North  $78^{\circ}17'39''$  East a distance of 332.48, for an arc distance of 334.81 feet;

PARCEL 12-TE - ARAPAHO ROAD PROJECT

THENCE, SOUTH 89°58'49" EAST, continuing along said proposed South right of way line, a distance of 180.61 feet to the POINT OF BEGINNING;

CONTAINING an area of 0.5291 acres or 23,049 square feet of land within the metes recited.

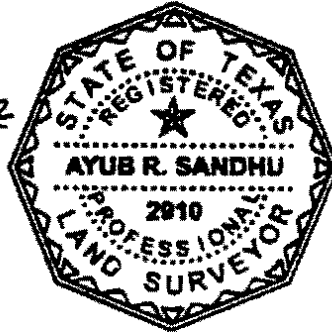
All bearings are referenced to the North Right of Way line of Centurion Way, called S 89°51'55" E, according to the final plat of Lot 3, Surveyor Addition, recorded in Vol. 77173, Page 135, Deed Records of Dallas County, Texas.

A plat of even survey date herewith accompanies this description.

I, Ayub R. Sandhu, a Registered Professional Land Surveyor, hereby certify that the legal description hereon and the accompanying plat represent an actual survey made on the ground under my supervision.

*Ayub R. Sandhu* 10-31-02

Ayub R. Sandhu, R.P.L.S.  
Texas Registration No. 2910



P.O.C.



**DAVID MYERS SURVEY  
A-923**

DALLAS AREA RAPID TRANSIT  
PROPERTY ACQUISITION CORPORATION  
(100' R.O.W.)  
DECEMBER 27, 1990  
VOL. 91008, PG. 1390  
D.R.D.C.T.

PROPOSED ARAPAHO ROAD

30' WATER EASEMENT

50' DRAINAGE CHANNEL  
EASEMENT

(CALLED 800'00" W)  
S 00'00"08" W  
78.95'

S 89°58'48" E - 180.81'

P.O.B.

CALLED 1.103 AC.  
BULLOUGH/LYKOS OFFICE  
BUILDING NO. 1, L.P.  
JUNE 11, 1998  
VOL. 98118, PG. 03999  
D.R.D.C.T.

LOT 5  
SURVEYOR ADDITION,  
ADDISON WEST  
INDUSTRIAL PARK  
FEBRUARY 7, 1979  
VOL. 79053, PG. 0820  
D.R.D.C.T.

N 89°58'49" W - 180.85'

(CALLED 800'00" W)  
S 00'00"08" W  
40.00'

CALLED 4.081 AC.  
PUBLIC STORAGE OF  
DALLAS, LTD.  
OCTOBER 3, 1979  
VOL. 79198, PG. 3188  
D.R.D.C.T.

LOT 3  
WATSON AND TAYLOR  
SUBDIVISION NO. 2  
SEPTEMBER 12, 1979  
VOL. 79180, PG. 0888  
D.R.D.C.T.

87.80'

S 89°51'04" W

S 00°24'42" E  
18.80'

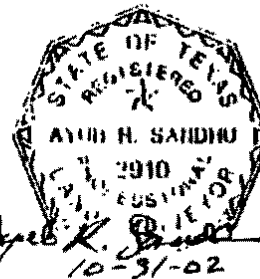
CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	CHORD
C1	15°58'34"	778.00'	218.93'	S 82°01'84" W - 218.23'
C2	01°58'00"	778.00'	28.25'	S 89°36'18" W - 28.25'
C3	23°27'04"	818.00'	334.81'	N 78°17'39" E - 332.48'

NOTES:

ALL EASEMENTS SHOWN ARE TAKEN FROM THE PLATS INDICATED  
HEREON. THE SURVEYOR DID NOT ABSTRACT THE SUBJECT  
PROPERTY SO ALL EASEMENTS MAY NOT BE SHOWN.

ALL BEARINGS ARE REFERENCED TO THE NORTH RIGHT OF WAY  
LINE OF CENTURION WAY, CALLED S 89°51'55" E, ACCORDING TO  
THE FINAL PLAT OF LOT 3, SURVEYOR ADDITION, RECORDED IN  
VOL. 77173, PAGE 135, D.R.D.C.T.

A LEGAL DESCRIPTION OF EVEN SURVEY DATE HERewith  
ACCOMPANIES THIS PLAT.



PARCEL 12-TE  
A PLAT OF A  
0.5291 ACRE (23,049 SQ. FT.)  
TRACT OF LAND  
IN THE DAVID MYERS SURVEY  
ABSTRACT NO. 923  
TOWN OF ADDISON  
DALLAS COUNTY, TEXAS



GRAPHIC SCALE  
1 INCH = 50 FT.

CALLER STORAGE OF  
PUBLIC STORAGE OF  
DALLAS, LTD.  
JUNE 13, 1978  
VOL. 78115, PG. 3018  
D.R.D.C.T.

LOT 1  
TAYLOR  
SUBDIVISION NO. 1  
MARCH 31, 1978  
VOL. 78082, PG. 889  
D.R.D.C.T.

(CALLED 180'00" W)  
N 00°33'40" W - 141.28'

(CALLED 180'00" W)  
S 00°05'56" W - 108.96'

S 89°28'35" W  
27.71'

- DENOTES A FOUND POINT AS INDICATED
- DENOTES A 5/8" IRON ROD SET UNLESS OTHERWISE NOTED
- PROPOSED RIGHT OF WAY LINE

Parcel 13-TE  
Field Note Description  
Arapaho Road Project  
Town of Addison  
Dallas County, Texas

BEING a description of a 0.4361 acre (18,995 square foot) tract of land situated in the David Myers Survey, Abstract Number 923, Town of Addison, Dallas County, Texas, and being a portion of a called 137,968 square foot tract of land conveyed to Public Storage of Dallas, LTD. on June 13, 1978 and recorded in Volume 78115, Page 3018 of the Deed Records of Dallas County, Texas, said called 137,968 square foot tract being all of Lot 1, of the Watson and Taylor Subdivision, an addition to the Town of Addison, as evidenced by the plat dated March 31, 1978 and recorded in Volume 78082, Page 889 of said Deed Records, said 0.4361 acre tract of land being more particularly described by metes and bounds as follows;

COMMENCING at a point being the common Northeast corner of said called 137,968 square foot tract and Northwest corner of a called 4.081 acre tract of land conveyed to Public Storage of Dallas, LTD. on October 3, 1979 and recorded in Volume 79196, Page 3188 of said Deed Records, said called 4.081 acre tract being all of Lot 3, of the Watson and Taylor Subdivision No. 2, an addition to the Town of Addison, as evidenced by the plat dated September 12, 1979 and recorded in Volume 79180, Page 0888 of said Deed Records;

THENCE, SOUTH  $00^{\circ}33'49''$  EAST (called South  $00^{\circ}26'30''$  East), along the common East line of said called 137,968 square foot tract and West line of said called 4.081 acre tract, a distance of 146.53 feet to a point in the proposed South right of way line of Arapaho Road for the Northeast corner and POINT OF BEGINNING of the herein described tract;

THENCE, SOUTH  $00^{\circ}33'49''$  EAST (called South  $00^{\circ}26'30''$  East), continuing along said common line, a distance of 141.29 feet to the Southeast corner of the herein described tract;

THENCE, SOUTH  $89^{\circ}26'35''$  WEST, a distance of 156.19 feet to an angle point;

THENCE, SOUTH  $53^{\circ}39'46''$  WEST, a distance of 19.61 feet to an angle point;

THENCE, SOUTH  $89^{\circ}39'59''$  WEST, a distance of 3.80 feet to an angle point;

ARCEL 13-TE - ARAPAHO ROAD PROJECT

THENCE, SOUTH  $00^{\circ}18'38''$  EAST, a distance of 2.77 feet to an angle point;

THENCE, SOUTH  $56^{\circ}50'32''$  WEST, a distance of 58.96 feet to the Southwest corner of the herein described tract, said corner being in the common West line of said called 137,968 square foot tract and East line of a called 2.20 acre tract of land conveyed to the City of Addison on June 28, 1977 and recorded in Volume 77135, Page 1581 of said Deed Records;

THENCE, NORTH  $00^{\circ}27'52''$  WEST (called North  $00^{\circ}26'30''$  West), along said common line, a distance of 47.53 feet to a point in said proposed South right of way line of Arapaho Road;

THENCE, NORTH  $56^{\circ}50'32''$  EAST, a distance of 31.95 feet to a point'

THENCE, NORTH  $53^{\circ}39'46''$  EAST, a distance of 130.54 feet to a non-tangent curve to the right;

THENCE, NORTHEASTERLY, along the arc of said curve to the right having a radius of 818.00 feet, a central angle of  $07^{\circ}15'29''$ , a chord bearing North  $62^{\circ}56'22''$  East a distance of 103.55 feet, for an arc distance of 103.62 feet to the POINT OF BEGINNING;

CONTAINING an area of 0.4361 acres or 18,995 square feet of land within the metes recited.

All bearings are referenced to the North Right of Way line of Centurion Way, called S 89°51'55" E, according to the final plat of Lot 3, Surveyor Addition, recorded in Vol. 77173, Page 135, Deed Records of Dallas County, Texas.

A plat of even survey date herewith accompanies this description.

I, Ayub R. Sandhu, a Registered Professional Land Surveyor, hereby certify that the legal description hereon and the accompanying plat represent an actual survey made on the ground under my supervision.

*Ayub R. Sandhu 10-31-02*

Ayub R. Sandhu, R.P.L.S.  
Texas Registration No. 2910

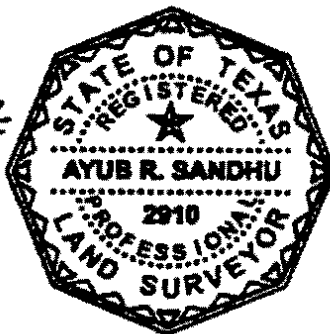


EXHIBIT "B"

DALLAS AREA RAPID TRANSIT  
PROPERTY ACQUISITION CORPORATION  
(100' R.O.W.)  
DECEMBER 27, 1960  
VOL. 81008, PG. 1360  
D.R.D.C.T.

CALLED 2.20 AC.  
CITY OF ADDISON  
JUNE 28, 1977  
VOL. 77133, PG. 1561  
D.R.D.C.T.

LINE TABLE		
LINE	BEARING	DIST
L1	S 53°38'46" W	19.61'
L2	S 89°38'59" W	3.80'
L3	S 00°18'36" E	2.77'
L4	S 58°50'32" W	38.89'
L5	N 58°50'32" E	31.85'

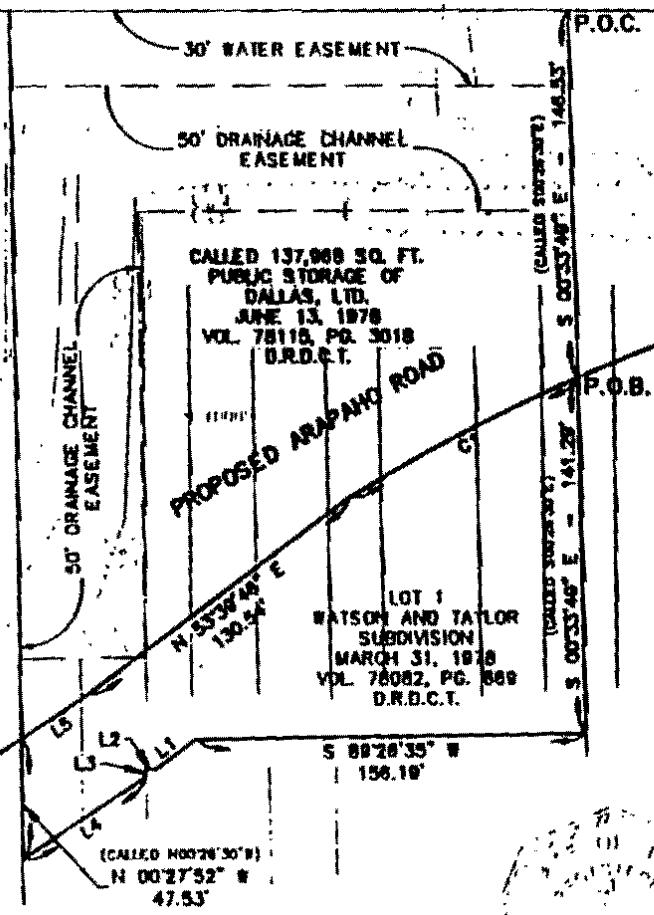
CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	CHORD
C1	07°15'28"	818.00'	103.82'	N 82°56'22" E - 103.55'

NOTES:

ALL EASEMENTS SHOWN ARE TAKEN FROM THE PLATS INDICATED HEREON. THE SURVEYOR DID NOT ABSTRACT THE SUBJECT PROPERTY SO ALL EASEMENTS MAY NOT BE SHOWN.

ALL BEARINGS ARE REFERENCED TO THE NORTH RIGHT OF WAY LINE OF CENTURION WAY, CALLED S 89°51'55" E, ACCORDING TO THE FINAL PLAT OF LOT 3, SURVEYOR ADDISON, RECORDED IN VOL. 77173, PAGE 135, D.R.D.C.T.

A LEGAL DESCRIPTION OF EVEN SURVEY DATE HEREWITH ACCOMPANIES THIS PLAT



- DENOTES A FOUND POINT AS INDICATED
  - DENOTES A 5/8" IRON ROD SET UNLESS OTHERWISE NOTED
- PROPOSED RIGHT OF WAY LINE

APPROVED  
10/31/07

DAVID MYERS SURVEY  
A-923

LOT 3  
WATSON AND TAYLOR  
SUBDIVISION NO. 2  
SEPTEMBER 12, 1979  
VOL. 79180, PG. 0888  
D.R.D.C.T.

CALLED 4.081 AC.  
PUBLIC STORAGE OF  
DALLAS, LTD.  
OCTOBER 3, 1979  
VOL. 79198, PG. 3188  
D.R.D.C.T.

PARCEL 13-1E  
A PLAT OF A  
0.4361 ACRE (18,995 SQ. FT.)  
TRACT OF LAND  
IN THE DAVID MYERS SURVEY  
ABSTRACT NO. 923  
TOWN OF ADDISON  
DALLAS COUNTY, TEXAS



GRAPHIC SCALE  
1 INCH = 60 FEET



**EXHIBIT C**  
**TO TEMPORARY CONSTRUCTION EASEMENT**

In connection with the Roadway Improvements and the construction thereof and the use of the Easement and Easement Area by Grantee:

1. Structures located on and within the Easement Area and identified as "Structures to be Demolished" on the drawing attached hereto as Exhibit C-1 (prepared by HNTB and dated January, 2003, and herein referred to as the "Demolition Plan") will be demolished and removed in their entirety.

2. Structures located on and within the Easement Area and identified as "Structures to be Partially Demolished and Modified" on the Demolition Plan will be partially demolished and modified. With respect to such structures, Grantee will reconstruct and modify, with proper engineering, such structures in accordance with the Demolition Plan.

3. Following the demolition and removal of the Structures to be Demolished, all metal "clips" from existing concrete pavement will be removed.

4. Existing concrete pavement within the Easement Area will be protected, and any of such concrete pavement damaged by the construction will be restored to an equivalent design strength and thickness.

5. Wall

(a) A security wall or barrier constructed generally of masonry material (such as stone, brick, concrete, hollow-tile concrete-block, gypsum-block, or other similar building units or materials or a combination of the same) and iron at least eight (8) feet in height (the "wall") (together with a security gate as indicated on the drawing attached hereto as Exhibit C-2 and referred to herein as the "Drawing") shall be constructed in accordance with the standards of the Town of Addison. Such wall shall be constructed on and within the Easement Area in the approximate location as shown on the Drawing. The elevation and design of the wall shall be submitted by the Town of Addison to Grantor for Grantor's review and reasonable approval prior to construction. In the construction of the wall, Grantee will remove and replace any existing concrete pavement related to such construction.

(b) Upon the final completion of the wall and the acceptance thereof by Grantor and Grantee, Grantee (or Grantee's contractor) shall maintain the wall for a period of time set forth in a maintenance bond obtained by Grantee from its contractor, but in any event not less than one (1) year (the term of such bond being the "maintenance period") from such completion and acceptance. During the maintenance period, Grantee (or its contractor) shall have the right and an easement (and Grantor hereby grants and conveys such right and easement) to use as much of the surface of the Easement Area or other property owned by Grantor that is adjacent to the wall (the "maintenance easement area") as may be reasonably necessary from time to time for Grantee (or its contractor) to maintain the wall; provided, however, that except in the case of an emergency, Grantee (or its contractor) shall give Grantor at least seventy-two (72) hours written

notice prior to coming onto the maintenance easement area for maintenance purposes. **SUCH MAINTENANCE OBLIGATION AND MAINTENANCE EASEMENT SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS TEMPORARY CONSTRUCTION EASEMENT.**

(c) Upon the expiration of the maintenance period, Grantor, its successors and assigns, shall be responsible and provide for the upkeep, maintenance, and repair of the wall (including, without limitation, any reconstruction or replacement of the wall) and shall keep the wall in a good and safe condition. In connection therewith, Grantor (or its contractor) shall have the right and an easement (and Grantee hereby grants and conveys such right and easement) to use the public right-of-way located immediately adjacent to the wall (the "right-of-way easement area") as may be reasonably necessary from time to time for Grantor (or its contractor) to provide for the upkeep, maintenance, and repair of the wall; provide, however, that Grantor (or its contractor) shall give Grantee at least seventy-two (72) hours written notice prior to coming onto the right-of-way easement area for such purposes. **THIS OBLIGATION OF GRANTOR TO PROVIDE UPKEEP, MAINTENANCE AND REPAIR OF THE WALL IN A GOOD AND SAFE CONDITION FOLLOWING THE EXPIRATION OF THE MAINTENANCE PERIOD SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS TEMPORARY CONSTRUCTION EASEMENT AND SHALL CONSTITUTE A COVENANT RUNNING WITH THE STORAGE PROPERTY AS DESCRIBED IN EXHIBIT A TO THIS TEMPORARY CONSTRUCTION EASEMENT.**

6. "Hazardous Materials" means and includes those elements or compounds which are contained in the list of Hazardous Substances adopted by the United States Environmental Protection Agency and the list of toxic pollutants designated by Congress or the Environmental Protection Agency, and any flammable substances, explosives, radioactive materials, hazardous waste, toxic substances, pollutants, pollution or related materials regulated under any Environmental Laws. "Environmental Laws" means any federal, state, or local laws, ordinances, orders, policies, rules, standards, or regulations (and including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, the Superfund Amendment and Reauthorization Act, the Resource Conservation Recovery Act, the Federal Water Pollution Control Act, the Federal Environmental Pesticides Act, the Clean Water Act, the Clean Air Act, and all so-called federal, state and local "superfund" and "superlien" statutes) governing or regulating the use, storage, treatment, transportation, generation, or disposal of Hazardous Materials.



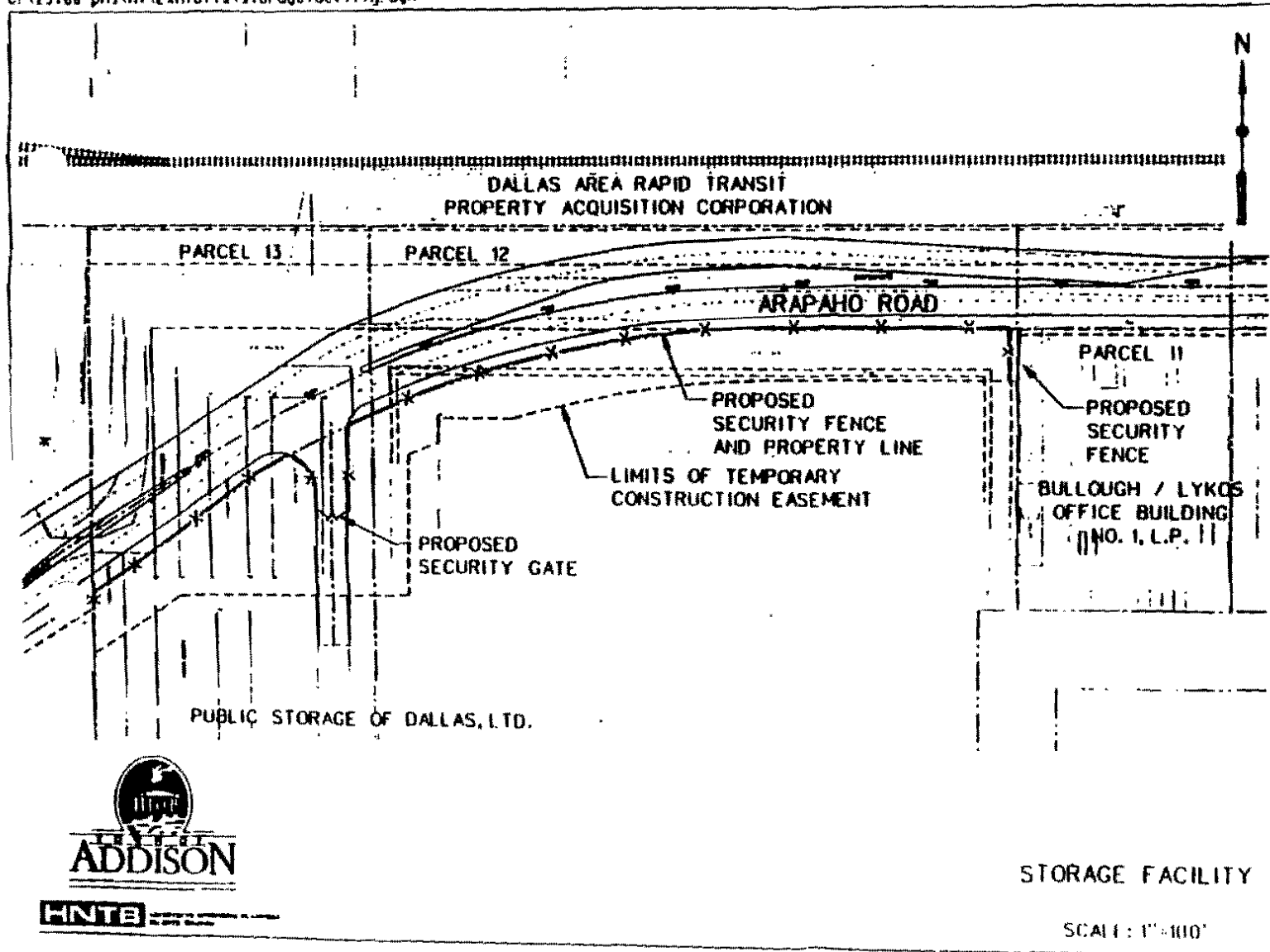


Exhibit C-2

**EXHIBIT D**  
**TO TEMPORARY CONSTRUCTION EASEMENT**

1. Standby fees, taxes and assessments by any taxing authority for the year 200\_ and subsequent years, and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the Easement Area under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year.

2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments, or protrusions or any overlapping of improvements.

3. [Schedule B exceptions to title policy]

**EXHIBIT E**  
**TO TEMPORARY CONSTRUCTION EASEMENT**

**4.1 Seller's Representations and Warranties.** Seller makes the following representations and warranties:

(a) Seller has the full right, power, and authority to sell and convey the Property and the Easement Area as provided in this Contract and to carry out Seller's obligations hereunder, and all requisite action necessary to authorize Seller to enter into this Contract and to carry out its obligations hereunder has been, or by the Closing will have been, taken;

(b) Seller has not received notice from any governmental or quasi-governmental agency requiring the correction of any condition with respect to the Property or the Easement Area, or any part thereof, by reason of a violation of any federal, state, county or city statute, ordinance, code, rule or regulation or stating that any investigation is being commenced or is contemplated regarding any of the foregoing;

(c) There are no leases, licenses or other agreements or obligations to which Seller is a party or by which Seller, the Property, or the Easement Area is bound which affect or may affect the Property or the Easement Area or the use thereof by the Buyer;

(d) Seller has not itself, and to the best of Seller's knowledge no prior owner or current or prior tenant or other occupant of all or any part of the Property or the Easement Area at any time has used or deposited Hazardous Materials (hereinafter defined) on, from, or affecting the Property or the Easement Area in any manner that violates federal, state, or local laws, ordinances, orders, policies, rules, standards, or regulations (and including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, the Superfund Amendment and Reauthorization Act, the Resource Conservation Recovery Act, the Federal Water Pollution Control Act, the Federal Environmental Pesticides Act, the Clean Water Act, the Clean Air Act, and all so-called federal, state and local "superfund" and "superlien" statutes) governing or regulating the use, storage, treatment, transportation, generation, or disposal of Hazardous Materials (collectively, the "Environmental Laws") and to the best of Seller's knowledge no Hazardous Materials have been disposed of on the Property or the Easement Area. "Hazardous Materials" shall mean and include those elements or compounds which are contained in the list of Hazardous Substances adopted by the United States Environmental Protection Agency and the list of toxic pollutants designated by Congress or the Environmental Protection Agency, and any flammable substances, explosives, radioactive materials, hazardous waste, toxic substances, pollutants, pollution or related materials regulated under any of the Environmental Laws;

(e) No work has been performed or is in progress at, and no materials have been furnished to, the Property or the Easement Area which, though not presently the subject of, might give rise to, mechanics', materialmen's or other liens against the Property or the Easement Area or any portion thereof. If any lien for such work is filed before or after Closing hereunder, Seller shall promptly discharge the same.

(f) Neither the Property nor the Easement Area, nor any part of the Property or the Easement Area, is subject to or the subject of any litigation, or other legal or administrative proceeding to which Seller is a named party, and Seller has no actual knowledge of any facts which might result in any such litigation or proceedings and no actual knowledge of any litigation or other legal or administrative proceeding involving the Property or the Easement Area.



JOHN M. HILL  
214.672.2170  
JHILL@COWLESTHOMPSON.COM

May 7, 2003

**VIA HAND DELIVERY**

Mr. William M. Blackburn  
Attorney and Counselor  
9400 North Central Expwy., Suite 1616  
Dallas, Texas 75231

**RE: Town of Addison / Public Storage of Dallas, Ltd.**

Dear Bill:

Enclosed are three (3) execution copies of the revised Contract of Sale between the Town of Addison and Public Storage of Dallas, Ltd. I would appreciate it if you would have the copies signed by Public Storage and then return the copies to me. I will then forward them to Addison for signature, and once signed will return to you a fully executed copy.

Please give me a call if you have any questions or comments.

Very truly yours,



John M. Hill

JMH/yjr  
Enclosures

cc: Mr. Mike Murphy  
Mr. Ken Dippel



## CONTRACT OF SALE

This Contract of Sale ("Contract") is made and entered into by and between Public Storage of Dallas, Ltd. ("Seller"), a Texas limited partnership, and the Town of Addison, Texas ("Buyer").

### **ARTICLE I** **Defined Terms**

**1.1 Definitions.** As used herein, the following terms shall have the meanings indicated:

**"Closing"** means the consummation of the purchase of the Property by Buyer from Seller in accordance with Article VII.

**"Closing Date"** means the date specified in Section 7.1 on which the Closing is to be held.

**"Deed"** means the Special Warranty Deed executed by Seller in favor of Buyer, substantially in the form attached hereto as Exhibit C.

**"Temporary Construction Easement"** means the Temporary Construction Easement executed by Seller in favor of Buyer, substantially in the form attached hereto as Exhibit D.

**"Easement Area"** means those certain tracts of land described in Exhibit B, attached hereto, which property shall be used temporarily for construction purposes (and identified in the said Exhibit B as Parcel 12-TE and Parcel 13-TE) pursuant to and in accordance with the Temporary Construction Easement. The exact metes and bounds description of the Easement Area shall be determined by the Survey.

**"Effective Date"** means the date on which Buyer and Seller have both fully executed this Contract, including, if appropriate, the initials of the parties on any counter-offers proposed by either party.

**"Permitted Exceptions"** means, with respect to the Property and the Easement Area, all validly existing and presently recorded public utility easements, all exceptions reflected in either the Survey or the Title Commitment (or both) to which Buyer does not timely object under Section 5.3 of this Contract or which are waived or deemed waived by Buyer under Section 5.4, and as otherwise defined herein; provided, however, that notwithstanding the foregoing, or any other term or provision of this Contract to the contrary, Seller agrees that (i) liens, leases, or rental agreements on or affecting the Property and the Easement Area are not Permitted Exceptions, and shall be removed, cured or bonded around by Seller at or prior to Closing to Buyer's satisfaction and at Seller's sole cost and expense and (ii) the requirements of Schedule C of the Title Commitment shall in no event be deemed to have been waived.

**"Property"** means those certain tracts of land situated in the Town of Addison, Dallas County, Texas, described by metes and bounds in Exhibit A attached hereto and incorporated herein (and identified in the said Exhibit A as Parcel 12 and Parcel 13), together with all buildings, facilities, or other structures or improvements, including, without limitation, fixtures, presently situated

thereon and all privileges, rights, easements, hereditaments and other rights appurtenant thereto. The exact metes and bounds description of the Property shall be determined by the Survey.

**“Purchase Price”** means the total consideration to be paid by Buyer to Seller for the purchase of the Property as set forth in Section 3.1.

**“Remaining Property”** means the real property described in Exhibit E save and except the Property.

**“Survey”** means the Survey as described in Section 5.2.

**“Title Company”** means Republic Title of Texas, Inc., 2626 Howell St., 10<sup>th</sup> Floor, Dallas, Texas 75204-4064.

**1.2 Other Defined Terms.** Certain other defined terms shall have the respective meanings assigned to them elsewhere in this Contract.

## **ARTICLE II** **Agreement of Purchase and Sale**

**2.1 Agreement.** On the terms and conditions stated in this Contract, Seller hereby sells and agrees to convey the Property and the Easement Area to Buyer, and Buyer, in consideration of the performance of the agreements of Seller contained in this Contract and in reliance on the representations and warranties of Seller contained in this Contract and subject to the conditions precedent contained in this Contract, hereby agrees to purchase the Property and the Easement Area from Seller.

**2.2 Inspection Period.** For a period of 30 days from and after the Effective Date (the “Inspection Period”), Buyer shall have the right to enter upon the Property and to conduct such inspection and review of the Property as Buyer shall determine to be necessary. Buyer agrees to indemnify and hold harmless Seller, its tenants and employees from and against any and all injuries, losses, liens, claims, judgments, liabilities, costs, expenses or damages sustained by or threatened against Seller which result from or arise out of Buyer’s inspection or review of the Property; provided, however, that such indemnity and hold harmless is given by Buyer subject to and without waiving any immunity or any defense to which Buyer, its officials, officers, employees or agents are or may be entitled; and further, the parties hereto agree that such indemnity and hold harmless is subject to, and any payment by Buyer in connection with such indemnity and hold harmless shall not exceed, the monetary limitation of damages (for municipalities) set forth in the Texas Tort Claims Act (Chapter 101, Tex. Civ. Prac. & Rem. Code). In the event the sale of the Property is not consummated, Buyer shall restore, or cause to be restored the Property to as near the condition thereof existing prior to any entry by Buyer, its agents, employees, contractors or representatives, normal wear and tear excepted. In the event the inspection and review of the Property does not meet with Buyer’s approval, in Buyer’s sole discretion, Buyer may at any time within the Inspection Period terminate this Contract by giving written notice to Seller of such election.

## **ARTICLE III** **Purchase Price**

**3.1 Purchase Price.** The Purchase Price for the Property and the Easement Area to be paid by Buyer to Seller is One Million Five Hundred Eighty-Three Thousand Two Hundred Ten and No/100 Dollars (\$1,583,210.00). The Purchase Price is payable by Buyer in cash (subject to prorations and other credits provided for in this Contract) at Closing.

**ARTICLE IV**  
**Representations, Warranties and Covenants**

**4.1 Seller's Representations and Warranties.** Seller makes the following representations and warranties:

(a) Seller is a limited partnership duly organized, validly existing and in good standing under the laws of the State of Texas and Seller has the full right, power, and authority to sell and convey the Property and the Easement Area as provided in this Contract and to carry out Seller's obligations hereunder, and all requisite action necessary to authorize Seller to enter into this Contract and to carry out its obligations hereunder has been, or by the Closing will have been, taken;

(b) Seller has not received notice from any governmental or quasi-governmental agency requiring the correction of any condition with respect to the Property or the Easement Area, or any part thereof, by reason of a violation of any federal, state, county or city statute, ordinance, code, rule or regulation or stating that any investigation is being commenced or is contemplated regarding any of the foregoing;

(c) There are no leases, licenses or other agreements or obligations to which Seller is a party or by which Seller, the Property, or the Easement Area is bound which affect or may affect the Property or the Easement Area or the use thereof by the Buyer;

(d) Seller has not itself, and to the best of Seller's knowledge no prior owner or current or prior tenant or other occupant of all or any part of the Property or the Easement Area at any time has used or deposited Hazardous Materials (hereinafter defined) on, from, or affecting the Property or the Easement Area in any manner that violates federal, state, or local laws, ordinances, orders, policies, rules, standards, or regulations (and including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, the Superfund Amendment and Reauthorization Act, the Resource Conservation Recovery Act, the Federal Water Pollution Control Act, the Federal Environmental Pesticides Act, the Clean Water Act, the Clean Air Act, and all so-called federal, state and local "superfund" and "superlien" statutes) governing or regulating the use, storage, treatment, transportation, generation, or disposal of Hazardous Materials (collectively, the "Environmental Laws") and to the best of Seller's knowledge no Hazardous Materials have been disposed of on the Property or the Easement Area. "Hazardous Materials" shall mean and include those elements or compounds which are contained in the list of Hazardous Substances adopted by the United States Environmental Protection Agency and the list of toxic pollutants designated by Congress or the Environmental Protection Agency, and any flammable substances, explosives, radioactive materials, hazardous waste, toxic substances, pollutants, pollution or related materials regulated under any of the Environmental Laws;

(e) No work has been performed or is in progress at, and no materials have been furnished to, the Property or the Easement Area which, though not presently the subject of, might

give rise to, mechanics', materialmen's or other liens against the Property or the Easement Area or any portion thereof. If any lien for such work is filed before or after Closing hereunder, Seller shall promptly discharge the same.

(f) Neither the Property nor the Easement Area, nor any part of the Property or the Easement Area, is subject to or the subject of any litigation, or other legal or administrative proceeding to which Seller is a named party, and Seller has no actual knowledge of any facts which might result in any such litigation or proceedings and no actual knowledge of any litigation or other legal or administrative proceeding involving the Property or the Easement Area.

**4.2 Buyer's Representations and Warranties.** Buyer has the full right, power, and authority to buy the property as provided in this Contract and to carry out Buyer's obligations hereunder, and all requisite action necessary to authorize Buyer to enter into this Contract and to carry out its obligations hereunder has been, or by the Closing will have been, taken.

**4.3 "AS IS". TO INDUCE SELLER TO ENTER INTO THIS CONTRACT, BUYER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS ARTICLE IV, AND EXCEPT FOR SELLER'S WARRANTY OF TITLE IN SELLER'S SPECIAL WARRANTY DEED AND TEMPORARY CONSTRUCTION EASEMENT, THE PROPERTY AND EASEMENT AREA SHALL BE CONVEYED AND TRANSFERRED TO BUYER "AS IS, WHERE IS, AND WITH ANY AND ALL FAULTS AND PATENT AND LATENT DEFECTS", AND SELLER HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY DISCLAIMS, ANY REPRESENTATION, PROMISE, COVENANT, AGREEMENT, GUARANTY OR WARRANTY OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, AS TO THE QUANTITY, QUALITY, CONDITION, SUITABILITY, HABITABILITY, OR FITNESS OF THE PROPERTY AND EASEMENT AREA FOR ANY PURPOSE WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION REGARDING SOIL CONDITIONS, AVAILABILITY OF UTILITIES, DRAINAGE, ZONING LAWS, ENVIRONMENTAL LAWS, OR ANY OTHER FEDERAL, STATE OR LOCAL STATUTES, CODES, REGULATIONS OR ORDINANCES. BUYER ALSO ACKNOWLEDGES AND AGREES THAT THE PROVISIONS IN THIS CONTRACT FOR BUYER'S INSPECTION AND INVESTIGATION OF THE PROPERTY AND EASEMENT AREA ARE ADEQUATE TO ENABLE BUYER TO MAKE BUYER'S OWN DETERMINATION WITH RESPECT TO THE SUITABILITY OR FITNESS OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, WITH RESPECT TO SOIL CONDITIONS, AVAILABILITY OF UTILITIES, DRAINAGE, ZONING LAWS, ENVIRONMENTAL LAWS, AND ANY OTHER FEDERAL, STATE OR LOCAL STATUTES, CODES, REGULATIONS OR ORDINANCES. BUYER ACKNOWLEDGES THAT THE DISCLAIMERS, AGREEMENTS AND OTHER STATEMENTS SET FORTH IN THIS PARAGRAPH ARE AN INTEGRAL PORTION OF THIS CONTRACT AND THAT SELLER WOULD NOT AGREE TO SELL THE PROPERTY AND CONVEY THE EASEMENT AREA TO BUYER FOR THE PURCHASE PRICE WITHOUT THE DISCLAIMERS, AGREEMENTS AND OTHER STATEMENTS SET FORTH IN THIS PARAGRAPH. BUYER FURTHER ACKNOWLEDGES THAT BUYER IS NOT IN A DISPARATE BARGAINING POSITION WITH RESPECT TO**

**SELLER. THE PROVISIONS CONTAINED IN THIS PARAGRAPH SHALL SURVIVE THE CLOSING HEREUNDER AND THE DELIVERY FROM SELLER TO BUYER OF THE SPECIAL WARRANTY DEED AND THE TEMPORARY CONSTRUCTION EASEMENT, EACH OF WHICH SHALL CONTAIN APPROPRIATE "AS IS" LANGUAGE SIMILAR TO THE FOREGOING.**

**ARTICLE V**  
**Survey and Title**

**5.1 Title Commitment; Exception Documents.** Within 10 days after the expiration of the Inspection Period, Buyer, at Buyer's expense, shall obtain a commitment for title insurance (the "Title Commitment") for the Property issued by the Title Company, along with copies of the instruments that create or evidence all title exceptions affecting the Property. With regard to the standard printed exceptions and other common exceptions generally included in the Texas form of Commitment for Title Insurance: (i) the exception for restrictive covenants shall be deleted, (ii) the exception for area and boundaries shall be annotated to show that upon receipt by the Title Company of a satisfactory survey and payment of premium by Buyer, the exception will at Closing be limited to "shortages in area", (iii) the exception for ad valorem taxes shall reflect only taxes for the then current year and subsequent years and subsequent taxes and assessments for prior years due to change in land usage or ownership, (iv) there shall be no exception for "visible and apparent easements," for "public or private roads" or the like, and (v) there shall be no exception for rights of parties in possession or rights of tenants under any unrecorded leases or rental agreements.

**5.2 Survey.** Buyer has heretofore obtained a survey of the Property and the Easement Area, a true and correct copy of which has been provided to Seller. Within 20 days after the Effective Date, Buyer may obtain, at its expense and as Buyer deems necessary, a new survey or an updated survey of the Property and the Easement Area (the existing survey or the new or updated survey being referred to as the "Survey"). Such Survey may include thereon such information as the Buyer deems appropriate or necessary.

**5.3 Review of Title Commitment, Survey, and Exception Documents.** Buyer shall have ten (10) days after receipt of the last of the Title Commitment and the Survey (the "Title Review Period") in which to give notice to Seller specifying Buyer's objections to one or more of the Title Commitment, the Survey, and the items or instruments described in Section 5.1 (the "Objections"), if any. All items set forth in the Title Commitment as being required to be released at or prior to Closing, or that are requirements that must be satisfied or the Title Company will refuse to cover them, shall not be Permitted Exceptions, whether or not objected to by Buyer. Seller covenants to cure all matters listed in Schedule C of the Title Commitment so that none will be Permitted Exceptions. None of the exception items described in Section 5.1 above shall be Permitted Exceptions except as described in Section 5.1, whether or not objected to by Buyer. Other items set forth in the Title Commitment which are not objected to by Buyer shall be deemed Permitted Exceptions.

**5.4 Seller's Obligation to Cure; Buyer's Right to Terminate.** If Buyer notifies Seller of Objections, then Seller shall, within ten (10) days thereafter (the "Cure Period"), either satisfy the Objections at Seller's sole cost and expense, or promptly notify Buyer in writing of the Objections that Seller cannot or will not satisfy at Seller's expense. If Seller fails or refuses to

satisfy any Objections within the Cure Period, then Buyer as its sole remedy has the option of either (i) waiving the unsatisfied Objections, or (ii) terminating this Contract in which event Seller and Buyer shall have no further obligations, one to the other, with respect to the subject matter of this Contract. Buyer's written election to terminate this Contract shall be given to Seller no later than five (5) days after expiration of the Cure Period. Buyer's failure to timely send notice of its termination of this Contract will be deemed an election of subsection (i) above.

**5.5 Title Policy.** At the Closing, Buyer, at Buyer's sole cost and expense, shall cause a standard Texas owner's policy of title insurance (the "Title Policy") to be furnished to Buyer. The Title Policy shall be issued by the Title Company in the amount of the Purchase Price, and insuring the Buyer an indefeasible fee simple title to the Property. The Title Policy may contain only the standard printed exceptions (except that (i) the restrictive covenants shall be endorsed "None of Record", and (ii) Buyer, at its expense, may cause the Title Company to delete all portions of the survey exception except "shortages in area") and the Permitted Exceptions.

## **ARTICLE VI**

### **Conditions to Buyer's Obligations**

**6.1 Conditions to Buyer's Obligations.** The obligations of Buyer hereunder to consummate the transaction contemplated hereby are subject to the satisfaction, as of the Closing, of each of the following conditions (any of which may be waived in whole or in part in writing by Buyer at or prior to the Closing):

(a) All representations and warranties of the Seller shall be true on and as of the Closing Date; and

(b) The Property, the Easement Area or any part thereof, shall not have been and shall not be threatened to be materially or adversely affected in any way as a result of litigation, any action by the United States or any other governmental authority, flood or act of God; and

(c) Buyer has received the Title Policy.

## **ARTICLE VII**

### **Closing**

**7.1 Date and Place of Closing.** The Closing shall take place in the offices of the Title Company. The Closing Date shall be Monday, July 21, 2003, unless otherwise agreed to by the parties in writing.

**7.2 Items to be Delivered at the Closing.**

(a) **Seller.** At the Closing, Seller shall deliver or cause to be delivered to Buyer, at Seller's sole cost and expense (except as otherwise expressly provided in this Contract), the following items:

(i) The Deed, duly executed and acknowledged by Seller, subject only to the Permitted Exceptions;

(ii) The Temporary Construction Easement, duly executed and acknowledged by Seller;

(iii) An affidavit, in form acceptable to Buyer, in compliance with Section 1445 of the Internal Revenue Code of 1986, as amended, and any regulations promulgated thereunder, stating under penalty of perjury the Seller's United States identification number and that Seller is not a "foreign person" as that term is defined in Section 1445; provided, however, that if Seller fails to deliver this affidavit, Buyer shall be entitled to withhold from the Purchase Price and pay to the Internal Revenue Service the amounts required by Section 1445, and applicable regulations promulgated thereunder;

(iv) 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 Property or Easement Area prior to the Closing, and by which Affidavit Seller indemnifies and holds Buyer harmless from any loss, liability, cost or expense (including, without limitation, attorneys' fees and court costs) of Buyer resulting from or incident to claims against the Property or Easement Area for any matter;

(v) Sufficient evidence that the sale of the Property and the execution of the Temporary Construction Easement has been approved in accordance with the terms of Seller's governing documents and that the person executing the Deed, the Temporary Construction Easement and any other closing documents on behalf of Seller is duly authorized by Seller to do so;

(vi) Such other documents as the Title Company may request in order to close this Contract and issue the Title Policy (including, without limitation, such affidavits as the Title Company may reasonably request in order that the Title Policy will not contain exceptions for rights of parties in possession and rights of tenants under any unrecorded leases or rental agreements, or to the extent necessary to determine that the Seller is not the same individual as may be identified in any abstracts of judgment, bankruptcy filings, that there are no unpaid debts for work that has been done or materials furnished in connection with the Property and that there are no unrecorded mechanic's or materialmen's liens upon the Property, etc.).

(b) **Buyer.** At the Closing, Buyer shall deliver to Seller:

(i) The Purchase Price; and

(ii) Resolutions of Buyer authorizing this transaction; and

(iii) Such other documents as the Title Company may request in order to close this Contract and issue the Title Policy.

**7.3 Adjustments at Closing.** Seller has and shall assume the obligation to pay property taxes and assessments for the current year 2003 through the Closing Date only.

**7.4 Possession at Closing.** Possession of the Property and Easement Area shall be delivered to Buyer by Seller at the Closing. In connection therewith, Seller shall cause each person (whether an individual or a business entity) occupying the Property and the Easement Area (whether pursuant to a lease or otherwise) to vacate the Property and Easement Area or any part thereof and to remove all personal property therefrom prior to such possession by Buyer and to deliver possession of the Property and the Easement Area to Buyer free and clear of any leases, rental agreements or other arrangements, storage agreements, tenants, or other occupants; Buyer

shall not be responsible for relocation costs or any other costs or expenses in connection with the vacation of tenants or occupants, tenant leases or any other tenant or occupant matter, and Seller agrees to indemnify, hold harmless, and defend Buyer, its officers, agents and employees from and against claims or suits for injuries, damages, loss, or liability arising out of or in connection with any tenant's or other person's vacation of the Property and the Easement Area, termination or nonrenewal of leases, or other tenant or occupant matter.

**7.5 Costs of Closing.** Buyer shall pay all recording fees attributable to the transfer of title to the Property. Buyer and Seller shall split the closing or escrow fees of the Title Company. Each party shall pay its own attorneys' fees and expenses incurred in negotiating, preparing and closing the transaction contemplated herein.

## **ARTICLE VIII** **Defaults and Remedies**

**8.1 Seller's Defaults; Buyer's Remedies.** If Seller defaults under this Contract, Buyer may, as Buyer's sole option, do any one of the following: (i) terminate this Contract by written notice delivered to Seller on or before the Closing Date; or (ii) enforce specific performance of this Contract against Seller requiring Seller to convey the Property and the Temporary Construction Easement to Buyer. Buyer shall also be entitled to pursue condemnation of the Property and the Easement Area.

**8.2 Buyer's Default; Seller's Remedies.** If Buyer defaults under this Contract, Seller, as its sole and exclusive remedy, may either: (i) terminate this Contract by written notice delivered to Buyer on or before the Closing Date; or (ii) sue Buyer to enforce specific performance of this Contract.

## **ARTICLE IX** **Post-Closing Obligations**

**9.1 Arapaho Road Construction.** The Property and the Easement Area are being purchased and acquired by Buyer for the purpose of the extension of and the construction of improvements to Arapaho Road and for other public purposes (the "Arapaho Road Improvements"). In connection with the construction of the Arapaho Road Improvements:

(a) The Town of Addison shall construct or cause to be constructed a security wall or barrier constructed generally of masonry material (such as stone, brick, concrete, hollow-tile concrete-block, gypsum-block, or other similar building units or materials or a combination of the same) and iron at least eight (8) feet in height (the "wall") to serve as a buffer between the Property and the Remaining Property. The wall (together with a security gate as shown on the attached Exhibit F) shall be constructed in accordance with the standards of the Town of Addison. Such wall shall be constructed on the Remaining Property and adjacent to the Property, and shall generally extend the length of the common boundary between the Property and the Remaining Property. A general description and depiction of the location of the wall is shown on Exhibit F attached hereto and incorporated herein. The elevation and design of the wall shall be submitted by the Town of Addison to the Seller for the Seller's review and reasonable approval prior to construction. As a part of the construction of the wall and upon the completion of construction and the acceptance thereof by the Town of Addison and the Seller, the Town shall obtain from the contractor a maintenance bond covering the faithful maintenance



of the contractor's work for a period of at least one (1) year (the term of such bond being the "maintenance period") following the final completion and acceptance of the wall. During the maintenance period, Buyer shall have the right and an easement (and Seller hereby grants such right and easement) to use as much of the surface of the Remaining Property that is adjacent to the wall as may be reasonably necessary to maintain the wall. Upon the expiration of the maintenance period, Seller, its successors and assigns, shall be responsible for the upkeep, maintenance, and repair of the wall (including, without limitation, any reconstruction or replacement of the wall) and shall keep the wall in a good and safe condition. This obligation of Seller to provide upkeep, maintenance and repair of the wall in a good and safe condition following the expiration of the maintenance bond period shall run with the Remaining Property.

(b) The Town of Addison shall construct or cause to be constructed on the Property a median opening (and attendant curb cuts) to allow motor vehicle access to the Remaining Property for motor vehicles traveling east or west bound on Arapaho Road. A general depiction of the location of the median opening is depicted in attached Exhibit F. Such construction shall be in accordance with the standards of the Town of Addison.

(c) The Town of Addison shall submit for the Seller's review drainage plans which affect the Remaining Property.

(d) The Town of Addison will: (i) remove all metal "clips" from existing concrete pavement after storage structures located within the Easement Area are removed; and (ii) protect existing concrete pavement within the Easement Area and replace any damaged concrete to an equivalent design strength and thickness.

(e) Upon the request of the Town of Addison, Seller shall confirm in writing to the Town of Addison that the Property and the Easement Area have been vacated and all personal property removed therefrom as described in Paragraph 7.4, above. In the event that the Town of Addison determines that the Property and the Easement Area have not been so vacated and such personal property removed therefrom, the Town of Addison may, at Seller's sole cost and expense, cause the Property and the Easement Area to be vacated and such personal property to be removed, and either dispose of such property or deliver such property to Seller by depositing the same on the Remaining Property or otherwise; and Seller shall defend, indemnify and hold harmless the Town of Addison, its officials, officers, employees, agents and contractors from and against any and all claims, liability, actions, or judgments in connection therewith.

(f) Between the date of Closing and the termination of the Temporary Construction Easement, Seller shall not release and not allow or permit the release of Hazardous Materials of any kind in, under, or above the improvements on the Easement Area or into or onto the surface water, ground water, soil or subsurface of the Easement Area.

## **ARTICLE X**

### **Miscellaneous**

**10.1 Notices.** All notices, demands, requests, and other communications required or permitted hereunder shall be in writing, and shall be deemed to be given (unless otherwise specified herein), upon the earlier to occur of (a) actual receipt, and (b) the deposit of both the original and

the copy, as provided below, in a regularly maintained receptacle for the United States mail, registered or certified, return receipt requested, postage prepaid, addressed as follows:

**Seller:**

Public Storage of Dallas, Ltd.  
c/o Watson & Taylor Management Company  
4015 Belt Line Road  
Addison, TX 75001-4383

**With a copy to:**

William M. Blackburn  
9400 North Central Expressway  
Suite 1616  
Dallas, Texas 75231

**Buyer:**

The Town of Addison  
5300 Belt Line Road  
Dallas, Texas 75240-7606  
Attn: Ron Whitehead, City Manager

**With a copy to:**

John M. Hill  
Cowles & Thompson, P.C.  
901 Main Street, Suite 4000  
Dallas, Texas 75202

**10.2 Brokers.** Seller and Buyer represent one to the other that no brokers have been retained in connection with the transaction contemplated herein and that there are no commissions payable to any broker in connection with this transaction. Seller and Buyer both agree to indemnify each other from any loss, liability, damage, cost, or expense (including reasonable attorney's fees) resulting from a breach of the foregoing representation.

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

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

**10.5 Parties Bound.** This Contract is binding upon and inures to the benefit of Seller and Buyer, and their respective heirs, personal representatives, successors, and permitted assigns.

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

**10.7 Assignment.** Neither Seller nor Buyer shall have the power or right to assign, transfer, pledge, or otherwise convey this Contract without the prior written consent of the other party hereto; any such assignment, transfer, pledge, or other conveyance without such prior written consent shall be null and void.

**10.8 Survival.** Any of the representations, warranties, covenants, and obligations of the parties, as well as any rights and benefits of the parties, pertaining to a period of time following the Closing or expiration of this Agreement shall survive termination or expiration. All warranties, representations, disclaimers and agreements contained herein shall survive the Closing hereof.

**10.9 Exhibits.** All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

**10.10 Counterpart Execution.** This Contract may be executed in several counterparts, each of which shall be fully effective as an original and all of which together shall constitute one and the same instrument. Either party may execute and deliver this Contract by telephone facsimile transmission, and the receiving party shall be entitled to rely fully thereon as an original.

**10.11 Maintenance of the Property and Easement Area.** Between the Effective Date and the Closing, Seller shall:

(a) Maintain the Property and the Easement Area in good repair, reasonable wear and tear accepted, except that in the event of a fire or other casualty, damage or loss, Seller shall have no duty to repair said damage other than as provided in this Contract;

(b) Advise Buyer promptly of any litigation, arbitration or administrative hearing concerning or affecting the Property of which Seller has knowledge or notice;

(c) Immediately notify Buyer of any material injury or damage to the Property or any portion thereof;

(d) Not, without the prior written consent of the Buyer, create, place or permit to be created or placed, or through any act or failure to act, acquiesce in the placing of, or allow to remain, any deed of trust, mortgage, voluntary or involuntary lien, whether statutory, constitutional or contractual (except for the lien for ad valorem taxes on the property which are not delinquent) security interest, encumbrance or charge, or conditional sale or other title retention document, and should any of the foregoing become attached hereafter in any manner to any part of the Property or Easement Area without the prior written consent of Buyer, Seller shall cause the same to be promptly discharged and released; and

(f) Not release and not allow or permit the release of Hazardous Materials of any kind in, under, or above the improvements on the Property and Easement Area or into or onto the surface water, ground water, soil or subsurface of the Property and the Easement Area.

**10.12 Saturday, Sunday or Legal Holiday.** If any date set forth in this Contract for the performance of any obligation by Buyer or Seller or for the delivery of any instrument or notice should be on a Saturday, Sunday or legal holiday, the compliance with such obligations or delivery shall be deemed acceptable on the next business day following such Saturday, Sunday or legal holiday.

**10.13 Time.** Time is of the essence in all matters pertaining to the performance of this Contract.

**Dated Effective:** \_\_\_\_\_, 2003

**SELLER:**

**PUBLIC STORAGE OF DALLAS, LTD.**

By: Watson & Taylor Management, Inc., a  
Texas corporation, its sole general partner

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

A. Starke Taylor III, President  
Watson & Taylor Management, Inc.

**Dated Effective:** \_\_\_\_\_, 2003

**BUYER:**

**TOWN OF ADDISON, TEXAS**

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

Ron Whitehead, City Manager

COWLES & THOMPSON

A Professional Corporation

ATTORNEYS AND COUNSELORS

12

JOHN M. HILL  
214.672.2170  
JHILL@COWLESTHOMPSON.COM

February 25, 2003

Public Storage

VIA FACSIMILE (214) 855-8898

Ms. Janine Barber  
Republic Title Company  
2626 Howell Street, 10th Floor  
Dallas, Texas 75204-4064


RE: Your File No. 02R14048 SJ6  
Town of Addison, Texas

Dear Janine:

I have reviewed the revised Commitment for Title Insurance which is referenced above, and noticed that the legal description for Tract 1 described in the Commitment is incorrect. The Town of Addison is acquiring the title and a temporary construction easement across the property. Tract 1 of the Title Commitment should describe what the Town refers to as Parcel 13-TE (the temporary construction easement tract tract); Tract 2 describes what the Town refers to as Parcel 13 (the fee tract). Attached is a revised description of Parcel 13-TE, and I would ask that the Title Commitment be revised so that Tract 1 reflects this legal description for Parcel 13-TE.

If you have any questions, please give me a call.

Very truly yours,



John M. Hill

JMH/yjr  
Attachment

cc: Mr. Mike Murphy (w/Enclosure)  
Mr. Ken Dippel

Parcel 13-TE  
Field Note Description  
Arapaho Road Project  
Town of Addison  
Dallas County, Texas

BEING a description of a 0.4361 acre (18,995 square foot) tract of land situated in the David Myers Survey, Abstract Number 923, Town of Addison, Dallas County, Texas, and being a portion of a called 137,968 square foot tract of land conveyed to Public Storage of Dallas, LTD. on June 13, 1978 and recorded in Volume 78115, Page 3018 of the Deed Records of Dallas County, Texas, said called 137,968 square foot tract being all of Lot 1, of the Watson and Taylor Subdivision, an addition to the Town of Addison, as evidenced by the plat dated March 31, 1978 and recorded in Volume 78082, Page 889 of said Deed Records, said 0.4361 acre tract of land being more particularly described by metes and bounds as follows;

COMMENCING at a point being the common Northeast corner of said called 137,968 square foot tract and Northwest corner of a called 4.081 acre tract of land conveyed to Public Storage of Dallas, LTD. on October 3, 1979 and recorded in Volume 79196, Page 3188 of said Deed Records, said called 4.081 acre tract being all of Lot 3, of the Watson and Taylor Subdivision No. 2, an addition to the Town of Addison, as evidenced by the plat dated September 12, 1979 and recorded in Volume 79180, Page 0888 of said Deed Records;

THENCE, SOUTH 00°33'49" EAST (called South 00°26'30" East), along the common East line of said called 137,968 square foot tract and West line of said called 4.081 acre tract, a distance of 146.53 feet to a point in the proposed South right of way line of Arapaho Road for the Northeast corner and POINT OF BEGINNING of the herein described tract;

THENCE, SOUTH 00°33'49" EAST (called South 00°26'30" East), continuing along said common line, a distance of 141.29 feet to the Southeast corner of the herein described tract;

THENCE, SOUTH 89°26'35" WEST, a distance of 156.19 feet to an angle point;

THENCE, SOUTH 53°39'46" WEST, a distance of 19.61 feet to an angle point;

THENCE, SOUTH 89°39'59" WEST, a distance of 3.80 feet to an angle point;

PARCEL 13-TE - ARAPAHO ROAD PROJECT

THENCE, SOUTH  $00^{\circ}18'38''$  EAST, a distance of 2.77 feet to an angle point;

THENCE, SOUTH  $56^{\circ}50'32''$  WEST, a distance of 58.96 feet to the Southwest corner of the herein described tract, said corner being in the common West line of said called 137,968 square foot tract and East line of a called 2.20 acre tract of land conveyed to the City of Addison on June 28, 1977 and recorded in Volume 77135, Page 1581 of said Deed Records;

THENCE, NORTH  $00^{\circ}27'52''$  WEST (called North  $00^{\circ}26'30''$  West), along said common line, a distance of 47.53 feet to a point in said proposed South right of way line of Arapaho Road;

THENCE, NORTH  $56^{\circ}50'32''$  EAST, a distance of 31.95 feet to a point'

THENCE, NORTH  $53^{\circ}39'46''$  EAST, a distance of 130.54 feet to a non-tangent curve to the right;

THENCE, NORTHEASTERLY, along the arc of said curve to the right having a radius of 818.00 feet, a central angle of  $07^{\circ}15'29''$ , a chord bearing North  $62^{\circ}56'22''$  East a distance of 103.55 feet, for an arc distance of 103.62 feet to the POINT OF BEGINNING;

CONTAINING an area of 0.4361 acres or 18,995 square feet of land within the metes recited.

PARCEL 13-TE - ARAPAHO ROAD PROJECT

All bearings are referenced to the North Right of Way line of Centurion Way, called S 89°51'55" E, according to the final plat of Lot 3, Surveyor Addition, recorded in Vol. 77173, Page 135, Deed Records of Dallas County, Texas.

A plat of even survey date herewith accompanies this description.

I, Ayub R. Sandhu, a Registered Professional Land Surveyor, hereby certify that the legal description hereon and the accompanying plat represent an actual survey made on the ground under my supervision.

Ayub R. Sandhu 10-31-02  
Ayub R. Sandhu, R.P.L.S.  
Texas Registration No. 2910

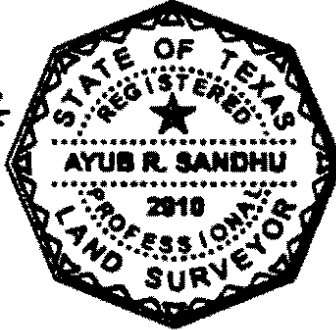




EXHIBIT "B"

DAVID MYERS SURVEY  
A-923

DALLAS AREA RAPID TRANSIT  
PROPERTY ACQUISITION CORPORATION  
(107 R.O.B.)  
DECEMBER 27, 1960  
VOL. 81008, PG. 1300  
D.R.D.C.T.

CALLED 2.20 AC.  
CITY OF ADDISON  
JUNE 28, 1977  
VOL. 77153, PG. 1581  
D.R.D.C.T.

LINE	BEARING	DIST
L1	S 53°34'45" W	18.81'
L2	S 89°39'59" W	3.80'
L3	S 00°16'34" E	2.77'
L4	S 56°30'52" W	58.89'
L5	N 89°30'52" E	31.80'

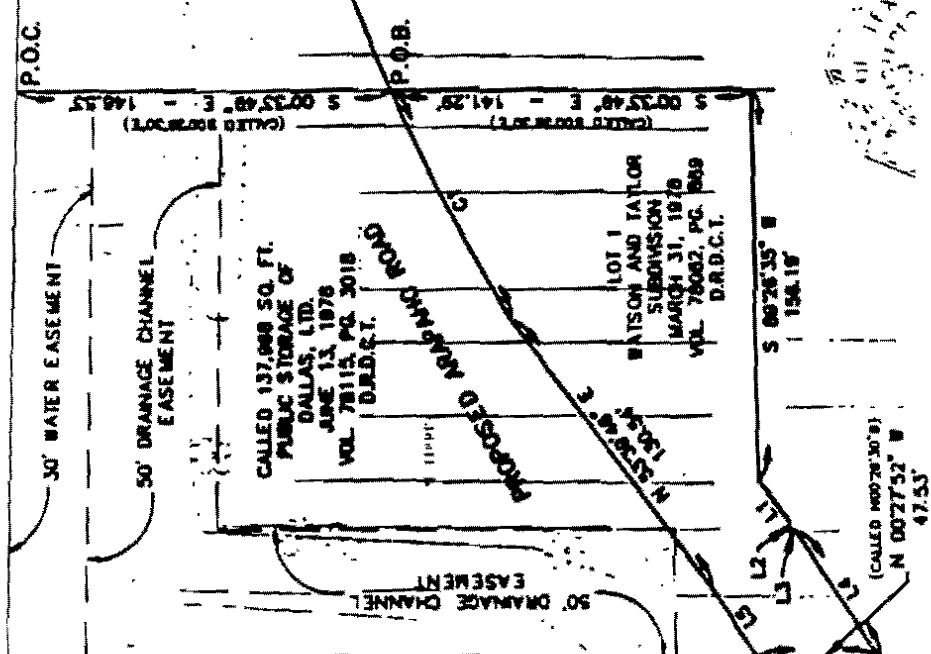
CURVE	DELTA	RADIUS	LENGTH	CHORD
C1	0°16'28"	616.89'	103.87'	N 83°22' E - 103.55'

NOTES:

ALL EASEMENTS SHOWN ARE TAKEN FROM THE PLATS INDICATED HEREON. THE SURVEYOR DID NOT ABSTRACT THE SUBJECT PROPERTY SO ALL EASEMENTS MAY NOT BE SHOWN.

ALL BEARINGS ARE REFERENCED TO THE NORTH RIGHT OF WAY LINE OF CENTURION WAY, CALLED S 89°51'55" E, ACCORDING TO THE FINAL PLAT OF LOT 3, SURVEY FOR ADDITION, RECORDED IN VOL. 77173 PAGE 135, D.R.D.C.T.

A LEGAL OR SURVEYOR'S EVIDENCE SURVEY DATE TO BE WITH A COMPLETED THIS PLAT



LOT 3  
WATSON AND TAYLOR  
SUBMISSION NO. 2  
SEPTEMBER 12, 1979  
VOL. 79180, PG. 0808  
D.R.D.C.T.

CALLED 4.081 AC.  
PUBLIC STORAGE OF  
DALLAS, LTD.  
OCTOBER 3, 1979  
VOL. 79194, PG. 3108  
D.R.D.C.T.

CALLED 137,988 SQ. FT.  
PUBLIC STORAGE OF  
DALLAS, LTD.  
JUNE 13, 1978  
VOL. 78115, PG. 3018  
D.R.D.C.T.

LOT 1  
WATSON AND TAYLOR  
SUBMISSION  
MARCH 31, 1978  
VOL. 78082, PG. 0808  
D.R.D.C.T.

PARCEL 13-TE  
A PLAT OF A  
0.4361 ACRE (18,995 SQ. FT.)  
TRACT OF LAND  
IN THE DAVID MYERS SURVEY  
ABSTRACT NO. 923  
TOWN OF ADDISON  
DALLAS COUNTY, TEXAS



- DENOTES A FOUND POINT AS INDICATED
- DENOTES A 5/8" IRON ROD SET UNLESS OTHERWISE NOTED

PROPOSED RIGHT OF WAY LINE

*Alfred K. Edwards*  
10/3/80

COWLES & THOMPSON

A Professional Corporation

ATTORNEYS AND COUNSELORS



JOHN M. HILL  
214.672.2170  
JHILL@COWLESTHOMPSON.COM

*Public Storage*

February 25, 2003

**VIA FACSIMILE (214) 855-8898**

Ms. Janine Barber  
Republic Title Company  
2626 Howell Street, 10th Floor  
Dallas, Texas 75204-4064

**RE: GF No. 02R14047 SJ6  
Town of Addison, Texas**

Dear Janine:

I have reviewed the revised Commitment for Title Insurance which is referenced above, and noticed that the legal description for Tract 2 described in the Commitment is incorrect. The Town of Addison is acquiring fee title to one parcel of land and a temporary construction easement across the other parcel. Tract 1 of the Title Commitment describes what the Town refers to as Parcel 12 (the fee tract); Tract 2 should describe what the Town refers to as Parcel 12-TE (the temporary construction easement tract). Attached is a revised description of Parcel 12-TE, and I would ask that the Title Commitment be revised so that Tract 2 reflects this legal description for Parcel 12-TE.

If you have any questions, please give me a call. Thanks for your help.

Very truly yours,

John M. Hill

JMH/yjr  
Attachment

cc: Mr. Mike Murphy (w/Enclosure)  
Mr. Ken Dippel

Parcel 12-TE  
Field Note Description  
Arapaho Road Project  
Town of Addison  
Dallas County, Texas

BEING a description of a 0.5291 acre (23,049<sup>\*</sup> square foot) tract of land situated in the David Myers Survey, Abstract Number 923, Town of Addison, Dallas County, Texas, and being a portion of a called 4.081 acre tract of land conveyed to Public Storage of Dallas, LTD. on October 3, 1979 and recorded in Volume 79196, Page 3188 of the Deed Records of Dallas County, Texas, said called 4.081 acre tract being all of Lot 3, of the Watson and Taylor Subdivision No. 2, an addition to the Town of Addison, as evidenced by the plat dated September 12, 1979 and recorded in Volume 79180, Page 0888 of said Deed Records, said 0.5291 acre tract of land being more particularly described by metes and bounds as follows;

COMMENCING at the common Northeast corner of said called 4.081 acre tract and Northwest corner of a called 1.103 acre tract of land conveyed to Bullough/Lykos Office Building No. 1, L.P. on June 11, 1998 and recorded in Volume 98115, Page 03999 of said Deed Records, said called 1.103 acre tract being all of "Lot 5, Surveyor Addition, Addison West Industrial Park", an addition to the Town of Addison, as evidenced by the plat dated February 7, 1979 and recorded in Volume 79053, Page 0620 of said Deed Records said corner being in the proposed North right of way line of Arapaho Road and the South right of way line of a 100 foot wide railroad right of way as conveyed to Dallas Area Rapid Transit Property Acquisition Corporation on December 27, 1990 and recorded in Volume 91008, Page 1390 of said Deed Records;

THENCE, SOUTH 00°06'08" WEST (called South 00°08'05" West), departing said lines and along the common East line of said called 4.081 acre tract and West line of said called 1.103 acre tract, a distance of 78.95 feet to a point in the proposed South right of way line of Arapaho Road for the Northeast corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, SOUTH 00°06'08" WEST continuing along said common line, a distance of 40.00' to the most Easterly Southeast corner of the herein described tract;

PARCEL 12-TE - ARAPAHO ROAD PROJECT

THENCE, NORTH 89°58'49" WEST, departing said common line, a distance of 180.55 feet to the point of curvature of a tangent curve to the left;

THENCE, SOUTHWESTERLY, along the arc of said curve to the left having a radius of 778.00 feet, a central angle of 15°58'34", a chord bearing South 82°01'54" West a distance of 216.23 feet, for an arc distance of 216.93 feet to an angle point;

THENCE SOUTH 89°51'04" WEST, a distance of 57.80 feet to a point for corner;

THENCE, SOUTH 00°24'42" EAST, a distance of 18.80 feet to the point of curvature of a non-tangent curve to the left;

THENCE, SOUTHWESTERLY, along the arc of said curve to the left having a radius of 778.00 feet, a central angle of 01°56'00", a chord bearing South 68°36'19" West a distance of 26.25 feet, for an arc distance of 26.25 feet to an angle point;

THENCE SOUTH 00°05'59" WEST, a distance of 109.96 feet to the most Southerly Southeast corner of the herein described tract;

THENCE SOUTH 89°26'35" WEST, a distance of 27.71 feet to the southwest corner of the herein described tract and being in the common West line of said called 4.081 acre tract and East line of a called 137,968 square foot tract of land conveyed to Public Storage of Dallas, LTD. on June 13, 1978 and recorded in Volume 78115, Page 3018 of said Deed Records, said called 137,968 square foot tract being all of Lot 1, of the Watson and Taylor Subdivision, an addition to the Town of Addison, as evidenced by the plat dated March 31, 1978 and recorded in Volume 78082, Page 889 of said Deed Records;

THENCE, NORTH 00°33'49" WEST (called North 00°26'30" West), along said common line, a distance of 141.29 feet to a point in said proposed South right of way line of Arapaho Road, being in a non-tangent curve to the right;

THENCE, NORTHEASTERLY, departing said common line, along said proposed South right of way line of Arapaho Road and the arc of said curve to the right having a radius of 818.00 feet, a central angle of 23°27'04", a chord bearing North 78°17'39" East a distance of 332.48, for an arc distance of 334.81 feet;

PARCEL 12-TE - ARAPAHO ROAD PROJECT

THENCE, SOUTH 89°58'49" EAST, continuing along said proposed South right of way line, a distance of 180.61 feet to the POINT OF BEGINNING;

CONTAINING an area of 0.5291 acres or 23,049 square feet of land within the metes recited.

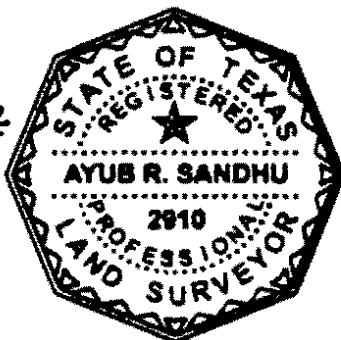
All bearings are referenced to the North Right of Way line of Centurion Way, called S 89°51'55" E, according to the final plat of Lot 3, Surveyor Addition, recorded in Vol. 77173, Page 135, Deed Records of Dallas County, Texas.

A plat of even survey date herewith accompanies this description.

I, Ayub R. Sandhu, a Registered Professional Land Surveyor, hereby certify that the legal description hereon and the accompanying plat represent an actual survey made on the ground under my supervision.

*Ayub R. Sandhu 10-31-02*

Ayub R. Sandhu, R.P.L.S.  
Texas Registration No. 2910



P.O.C.

# DAVID MYERS SURVEY A-923

CALLED 137,908 SQ. FT.  
PUBLIC STORAGE OF  
DALLAS, LTD.  
JUNE 13, 1976  
VOL. 78115, PG. 3018  
D.R.D.C.T.

DALLAS AREA RAPID TRANSIT  
PROPERTY ACQUISITION CORPORATION  
(100' R.O.W.)  
DECEMBER 27, 1990  
VOL. 91008, PG. 1390  
D.R.D.C.T.

30' WATER EASEMENT  
50' DRAINAGE CHANNEL  
EASEMENT

PROPOSED ARAPAHO ROAD

4.00' R.O.W. S  
S 00'00'00" W  
79.9'

P.O.B.

S 89°58'49" E - 180.81'

CALLED 1.103 AC.  
BULLOUGH/LYNOS OFFICE  
BUILDING NO. 1, L.P.  
JUNE 11, 1998  
VOL. 98115, PG. 03999  
D.R.D.C.T.

N 89°58'49" W - 180.55'

(CALLED SURVEYOR'S)  
S 00°08'08" W  
40.00'

LOT 5  
SURVEYOR ADDITION,  
ADDISON WEST  
INDUSTRIAL PARK  
FEBRUARY 7, 1978  
VOL. 79053, PG. 0620  
D.R.D.C.T.

WATSON AND TAYLOR  
SUBDIVISION NO. 1  
MARCH 31, 1978  
VOL. 78082, PG. 889  
D.R.D.C.T.

LOT 3  
WATSON AND TAYLOR  
SUBDIVISION NO. 2  
SEPTEMBER 12, 1979  
VOL. 79100, PG. 0688  
D.R.D.C.T.

CALLED 4.081 AC.  
PUBLIC STORAGE OF  
DALLAS, LTD.  
OCTOBER 3, 1979  
VOL. 79198, PG. 3188  
D.R.D.C.T.

57.80'  
S 89°51'04" W

S 00°24'42" E  
18.80'

N 00°33'48" W - 141.29'  
S 00°05'58" W - 108.96'

S 89°28'35" W  
27.71'

CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	CHORD
C1	15°58'34"	778.00'	218.83'	S 82°01'34" W - 218.23'
C2	01°59'00"	778.00'	28.25'	S 88°38'19" W - 28.25'
C3	23°27'04"	818.00'	334.81'	N 78°17'39" E - 332.48'

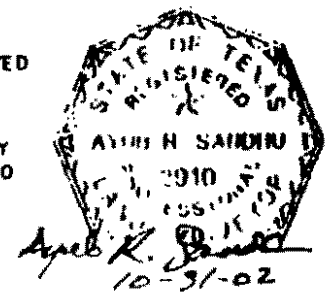
### NOTES:

ALL EASEMENTS SHOWN ARE TAKEN FROM THE PLATS INDICATED  
HEREON. THE SURVEYOR DID NOT ABSTRACT THE SUBJECT  
PROPERTY SO ALL EASEMENTS MAY NOT BE SHOWN

ALL BEARINGS ARE REFERENCED TO THE NORTH RIGHT OF WAY  
LINE OF CENTURION WAY, CALLED S 89°51'55" E, ACCORDING TO  
THE FINAL PLAT OF LOT 3, SURVEYOR ADDITION, RECORDED IN  
VOL. 77173, PAGE 135, D.R.D.C.T.

A LEGAL DESCRIPTION OF EVEN SURVEY DATE HEREWITH  
ACCOMPANIES THIS PLAT.

• DENOTES A FOUND POINT AS INDICATED  
• DENOTES A 5/8" IRON ROD SET UNLESS  
OTHERWISE NOTED  
— PROPOSED RIGHT OF WAY LINE



PARCEL 12-TE  
A PLAT OF A  
0.5291 ACRE (23,049 SQ. FT.)  
TRACT OF LAND  
IN THE DAVID MYERS SURVEY  
ABSTRACT NO. 923  
TOWN OF ADDISON  
DALLAS COUNTY, TEXAS



GRAPHIC SCALE  
1 INCH = 50 FT.



JOHN M. HILL  
214.672.2170  
JHILL@COWLESTHOMPSON.COM

February 25, 2003

Mr. Bill Blackburn  
Attorney and Counselor  
9400 North Central Expwy., Suite 1616  
Dallas, Texas 75231

**RE: Town of Addison / Public Storage of Dallas**

Dear Bill:

As we have discussed, enclosed please find copies of a Commitment for Title Insurance for each of the tracts being acquired by Addison from Public Storage. Also enclosed are the exception documents which are referenced in the Commitments. I noticed today that the legal description for each of the temporary construction easements is incorrect, and I am forwarding today a note to the Title Company to correct each of the descriptions. When the revised Commitments are returned to me, I will forward a copy to you.

Paragraph 10.a. of Schedule B of each of the Commitments references an easement to Texas Power and Light Company which is not tied to a specific legal description, as we have discussed.

When you have a moment, I would appreciate it if you could provide me with an update as to the status of the Contract of Sale. Thanks.

Very truly yours,

John M. Hill

JMH/yjr  
Enclosures

cc: Mr. Mike Murphy  
Mr. Ken Dippel