

CAROLINA 6-2-98 - 10/20/98

Myron Dornic - Attorney 214-855-4339

CASCADE  
CASCADE  
CASCADE

Phone 214-871-0568

TOWN OF  
**ADDISON**

*Faxed*

**PUBLIC WORKS**

To: Kent Mendenhall

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

Company: MESA

Assistant City Engineer

Phone: 972/450-2879

FAX: 972/450-2834

FAX #: 214-871-1507

Date: 5-4-99

16801 Westgrove

P.O. Box 9010

Addison, TX 75001-9010

# of pages (including cover): 2

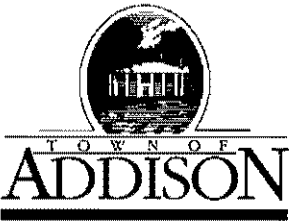
Re: Carv America / Arapaho Rd Project

- Original in mail
- Per your request
- FYI
- Call me

Comments: Copy of plan showing approx  
location of conduits serving the  
"Island."

*Jim*





LETTER OF TRANSMITTAL

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

DATE 10-20-98 JOB NO.
ATTENTION
RE: Arapaho Road

TO Amy Goodwin
Car America
14901 Quorum, #100

GENTLEMAN:

WE ARE SENDING YOU

- Attached
Under separate cover via
Shop Drawings
Prints
Plans
Samples
Specifications
Copy of letter
Change order

Table with columns: COPIES, DATE, NO., DESCRIPTION. Row 1: 1, [blank], [blank], Plans describing Arapaho Road Streetscape

THESE ARE TRANSMITTED as checked below:

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

REMARKS

I would be happy to meet with you and/or your client and provide more explanation if appropriate - its my job....

COPY TO

SIGNED: Jim Ricci

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

TOWN OF  
**ADDISON**

*Faxed*

## PUBLIC WORKS

To: Rick Slade

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

Company: Ferguson Deere

FAX #: 214-348-3644

Date: 8-5-98

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

# of pages (including cover): 4

Re: Carr America

Original in mail       Per your request       FYI       Call me

Comments: Attached is a field note description  
and parcel map (Parcel 7-R) for  
the property the Town exchanged  
to Carr America.

*Jim*

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

**TOWN OF ADDISON, TEXAS**

PARCEL 7-R

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

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

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

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

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

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

**SURVEYOR'S CERTIFICATE**

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

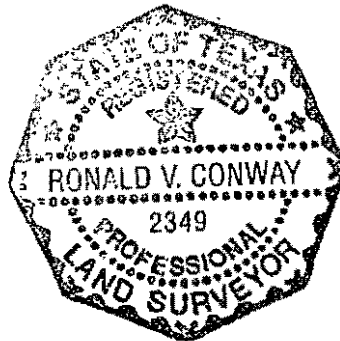
This is to certify that on the 30th day of April, 1998, this survey was made on the ground as per the field notes shown on this survey and is true, correct, and accurate as to the boundaries and areas of the subject property and the size, location and type of buildings and improvements thereon, if any,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

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

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

Ronald V. Conway 5/6/98

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

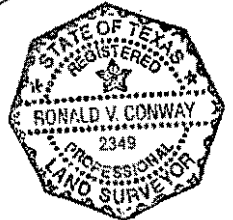
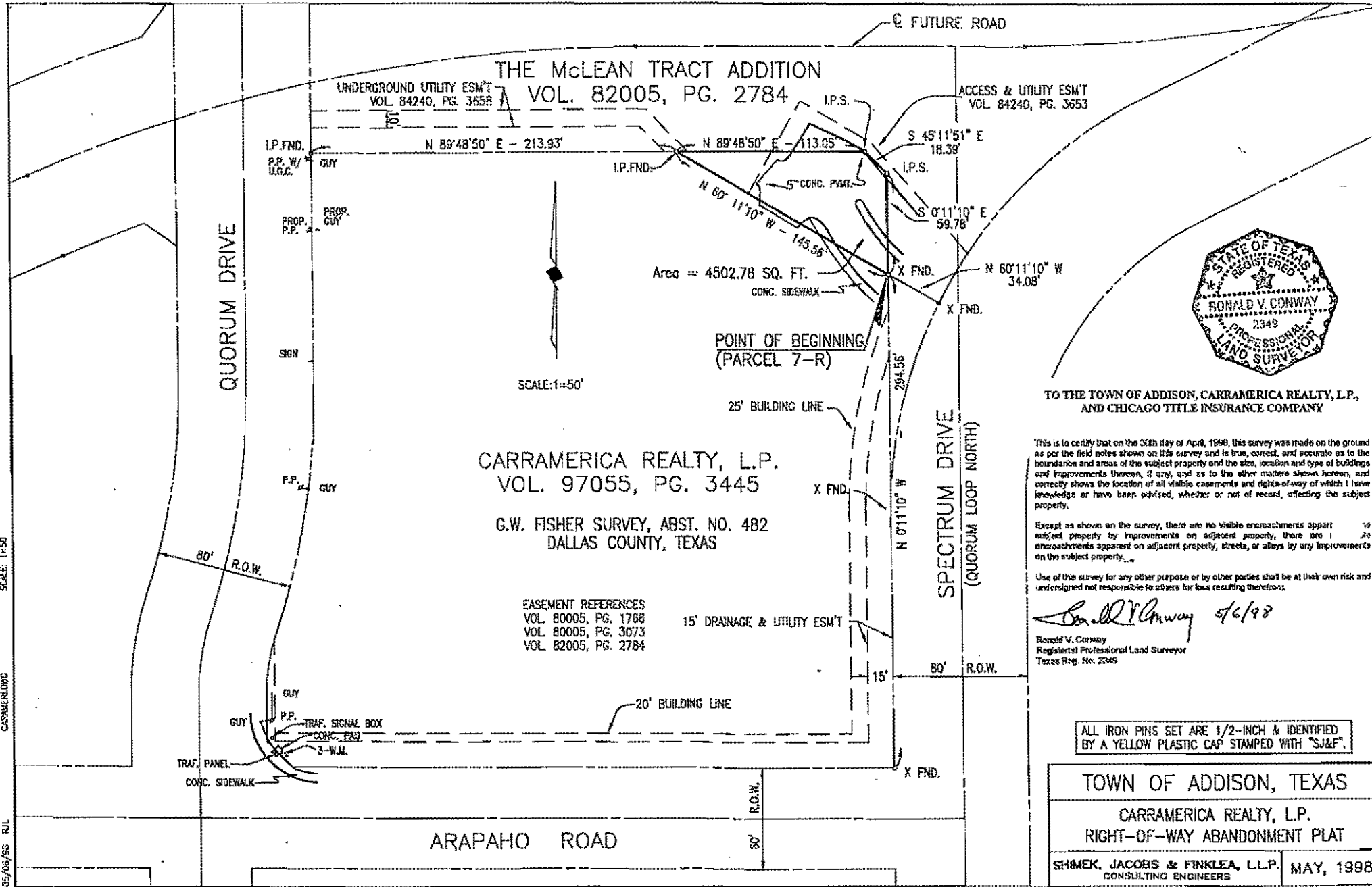




SCALE: 1"=50'

C:\ARMPRO\DWG

05/09/98 RUL



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

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

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*Ronald V. Conway* 5/6/98

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

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

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

MODE = TRANSMISSION

START=08-05 11:37AM

END=08-05 11:41AM

NO.	COM	SPEED NO	STATION NAME/ TELEPHONE NO.	PAGES
001	OK	8	92143483644	004

-Addison Svc Ctr -Upstairs-

THE McLEAN TRACT ADDITION  
VOL. 82005, PG. 2784

FUTURE ROAD

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

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

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

RIGHT-OF-WAY ACQUISITION

QUORUM DRIVE

CURVE DATA

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

80' R.O.W.

CURVE DATA

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

N 0'11'10" W  
26.92'

TRAF. PANEL  
N 44'50'06" W  
14.23'

I.P. FND.

N 89'48'50" E  
13.28'

5/8" I.P. FND.  
W/H-2 ON CAP

N 89'48'50" E  
28.94'

S 57'47'27" W  
22.34'

I.P.S.

I.P.S.

SIGN

I.P.S.

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TWO STORY CONCRETE  
PARKING GARAGE

Area = 3695.33 SQ. FT.

OUTSIDE FACE OF STRUCTURE

CARRAMERICA  
VOL. 97055

25' BUILDING LINE  
FIVE STORY GLASS  
& MARBLE BLDG.  
REALTY, L.P.  
PG. 3445

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

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

CURVE DATA

$\Delta = 18^{\circ}40'21''$   
R = 100.00'  
T = 16.44'  
L = 32.59'  
CB=S 9'08'59" W  
CD=32.45'

ORIGINAL 15'  
BUILDING LINE

15' DRAINAGE & UTILITY ESM'T

20' BUILDING LINE

VAULT

ARAPAHO ROAD

60' R.O.W.

SPECTRUM DRIVE  
(QUORUM LOOP NORTH)

80' R.O.W.

RIGHT-OF-WAY ABANDONMENT

S 45'11'51" E  
18.39'

I.P.S.

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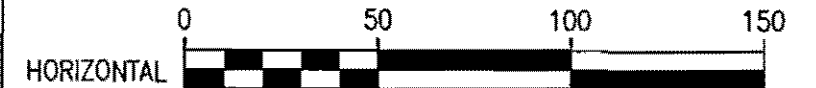
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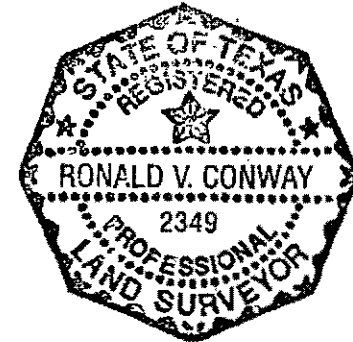
I.P.S.

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I.P.S.



SCALE IN FEET



Ronald V. Conway 7/23/98

TOWN OF ADDISON, TEXAS

CARRAMERICA REALTY, L.P.  
SITE PLAN

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

JULY, 1998



TOWN OF  
**ADDISON**

**PUBLIC WORKS DEPARTMENT**

(972) 450-2871

Post Office Box 9010 Addison, Texas 75001-9010

16801 Westgrove

Date: June 10, 1998

## MEMORANDUM

To: Ron Whitehead, City Manager

From: Jim Pierce, Assistant City Engineer *JP*

Subject: CarrAmerica Land Exchange

At its meeting on October 28, 1997, City Council passed a resolution authorizing an exchange of land for street right-of-way purposes along Arapaho Road and Spectrum Drive. The Town was to receive two parcels of 0.003 acres and 0.033 acres respectively, and CarrAmerica was to receive one tract of land of 0.1592 acres that was owned by the Town.

After the resolution was passed, CarrAmerica requested that the land exchange be made more even in land area, as they did not desire to acquire that much more additional property at this time. Negotiations continued, and an understanding was reached that would be acceptable to CarrAmerica, and the Town, as follows:

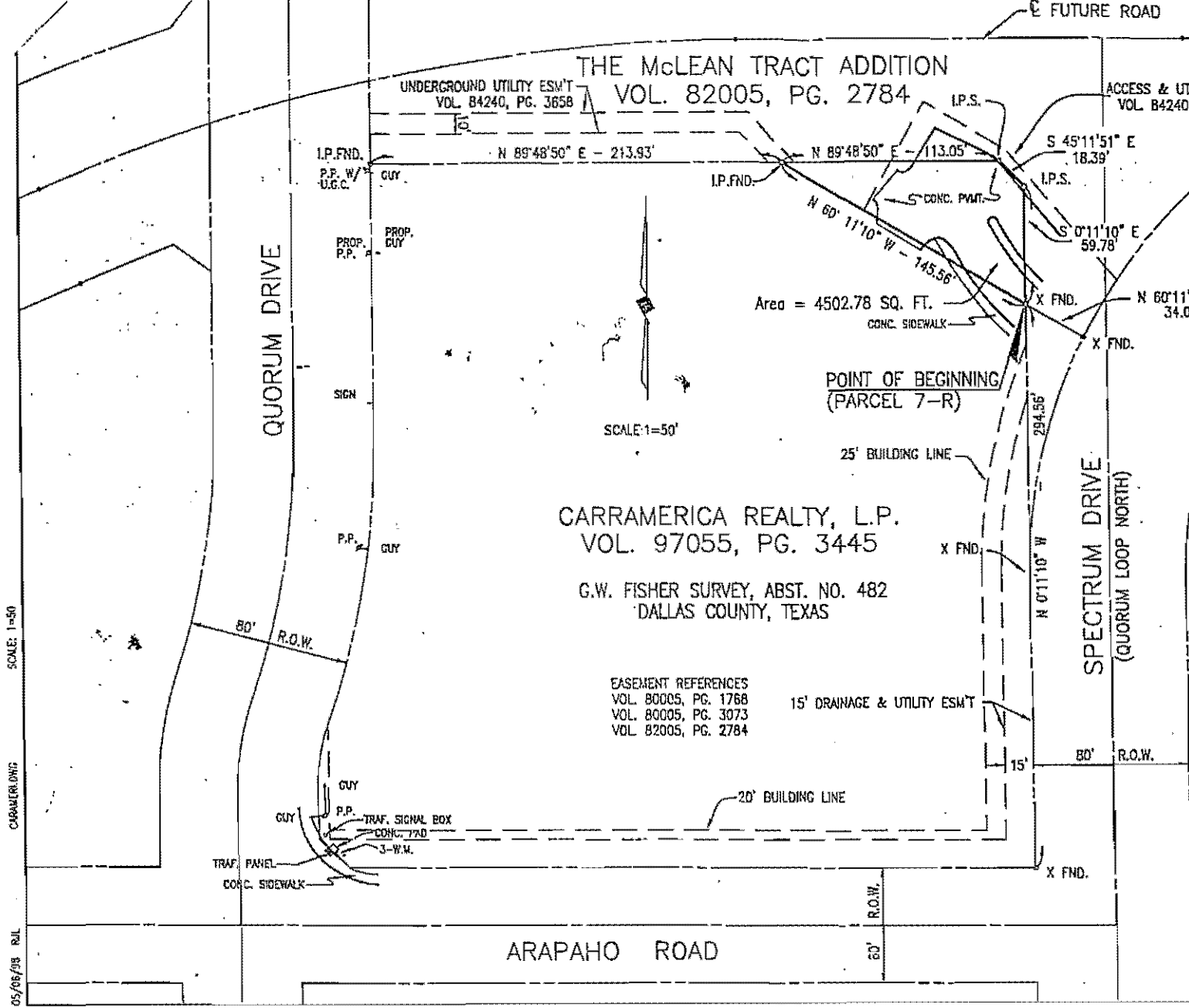
The Town will convey Parcel 7-R, containing 4,502.78 square feet, to CarrAmerica.

CarrAmerica will convey Parcel 6-1-R, containing 3,695.33 square feet, and Parcel 6-2, containing 1,437.48 square feet to the Town of Addison.

Copies of the parcel maps are attached. Parcel 6-1-R will be particularly useful to the Town for future streetscape construction along Quorum Drive.

Staff recommends the City Manager be authorized to proceed with the land exchange with CarrAmerica Realty, L.P. as described above.

Cc: John Baumgartner, Director of Public Works



THE McLEAN TRACT ADDITION  
VOL. 82005, PG. 2784

UNDERGROUND UTILITY ESM'T  
VOL. B4240, PG. 3658

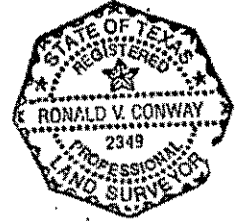
ACCESS & UTILITY ESM'T  
VOL. B4240, PG. 3653

QUORUM DRIVE

SPECTRUM DRIVE  
(QUORUM LOOP NORTH)

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

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



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

This is to certify that on the 20th day of April, 1998, this survey was made on the ground as per the field notes shown on this survey and is true, correct, and accurate as to the boundaries and areas of the subject property and the size, location and type of buildings and improvements thereon, if any, and as to the other matters shown hereon, and correctly shows the location of all visible easements and rights-of-way of which I have knowledge or have been advised, whether or not of record, affecting the subject property.

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*Ronald V. Conway* 5/16/98  
Ronald V. Conway  
Registered Professional Land Surveyor  
Texas Reg. No. 2349

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

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

SCALE: 1=50'  
CARRAMERICA REALTY, L.P.  
05/06/98 RLL

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

QUORUM DRIVE

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

CURVE DATA  
Δ = 18°40'21" I.P. FND.  
R = 110.00'  
T = 18.06'  
L = 35.85'  
CB=N 9°08'59" E  
CD=35.69' I.P. FND.

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

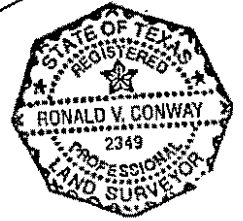
CURVE DATA  
Δ = 18°40'21"  
R = 100.00'  
T = 16.44'  
L = 32.59'  
CB=S 9°08'59" W  
CD=32.45'

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

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

Area = 3695.33 SQ. FT.

SCALE: 1=50'



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

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*Ronald V. Conway* 5/1/98

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

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

TOWN OF ADDISON, TEXAS

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

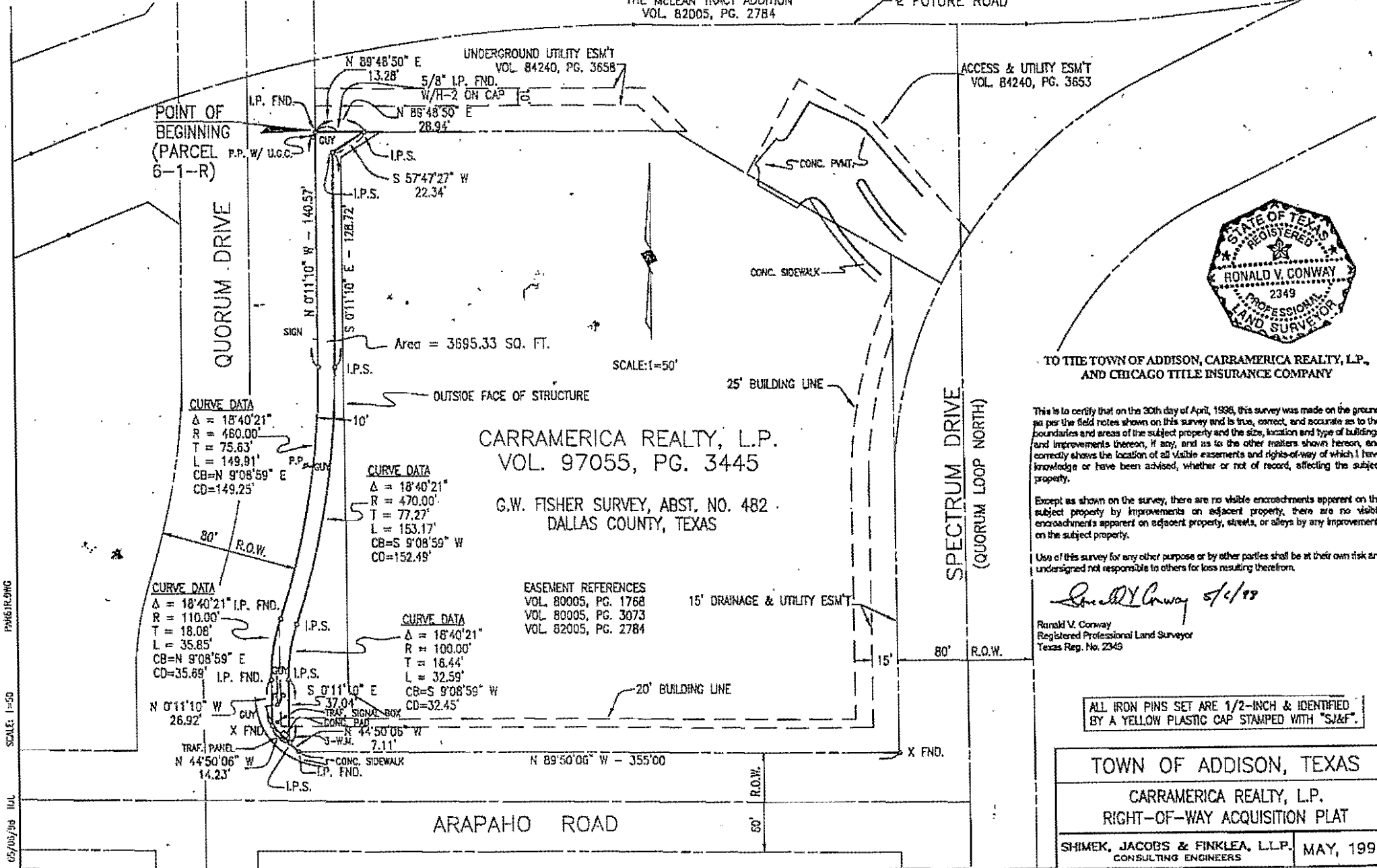
SHIMEK, JACOBS & FINKLEA, L.L.P.  
CONSULTING ENGINEERS

MAY, 1998

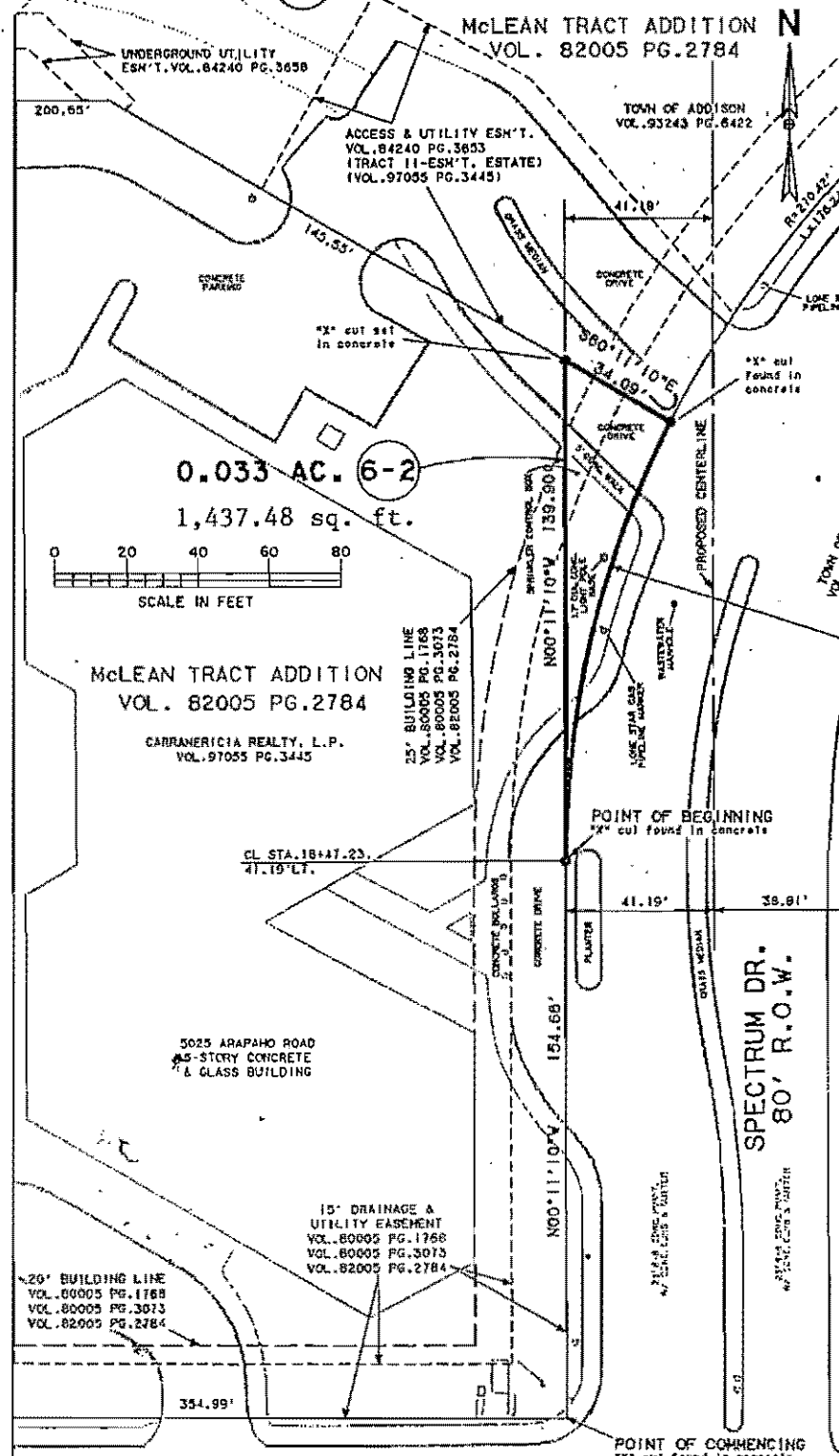
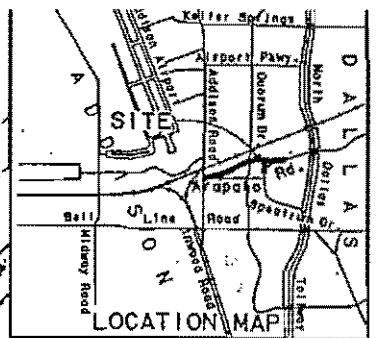
SCALE: 1=50'

65/005/98 IUL

PW6JR.DWG



McLEAN TRACT ADDITION  
VOL. 82005 PG.2784



0.033 AC. (6-2)  
1,437.48 sq. ft.  
SCALE IN FEET  
0 20 40 60 80

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

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

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

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

A= 27°01'16"  
R= 270.42'  
L= 127.53'  
CB= S13°19'28"W  
C= 128.35'

MEPC QUORUM PROPERTIES INC.  
VOL. B1133 PG.0162

G.W. FISHER SURVEY ABST. NO. 482

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

ARAPAHO ROAD  
60' R.O.W.

To the Town of Addison, Carramerica Realty, L.P., and Chicago Title Insurance Company  
This is to certify that the above survey was made under my supervision on October 8, 1997  
and that the notes and bounds shown thereon are true and correct to the best of my knowledge.  
The survey relies on the Commitment for Title Insurance issued by Chicago Title Insurance  
Company of 89-41-492005-SEJ, effective date February 23, 1996, issued April 23, 1998 for  
all matters of record affecting the subject tract. The easements, right-of-way and other matters  
of record affecting the subject tract are shown based on said title commitment.

For Hunt-Zollars, Inc.  
*[Signature]* 4-30-98  
ERIC J. YALOWITZ, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4862

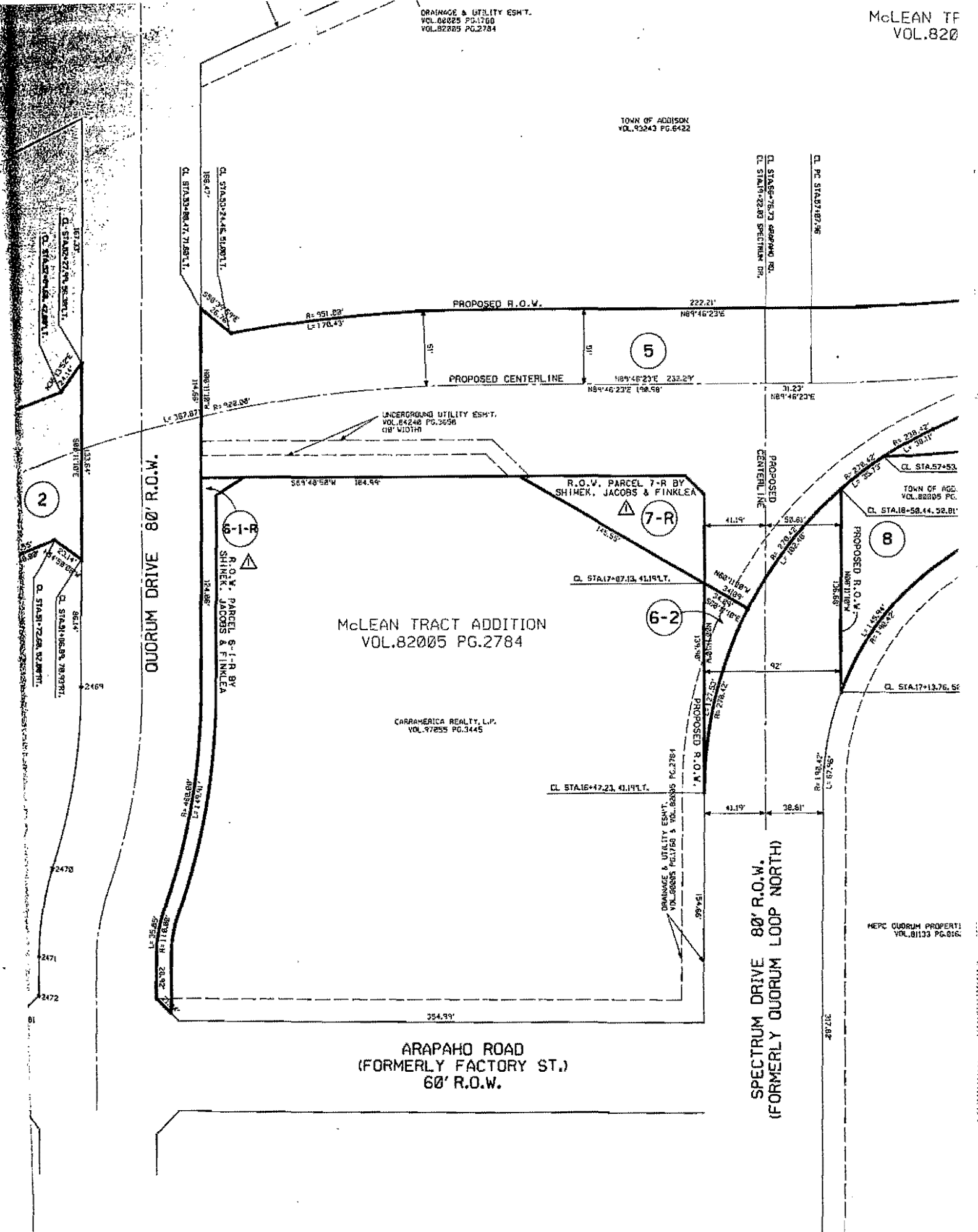
BASIS OF BEARINGS: The bearing of S 001°00' E  
along the west right-of-way line of Quorum Exhs  
as per deed to the Town of Addison, recorded in  
Volume 98099, Page 00027, Deed Records, Dallas  
County, Texas.

HUNTY-ZOLLARS  
5131 McINNEY AVENUE SUITE 800  
DALLAS, TEXAS 75244-6711-5311

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

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

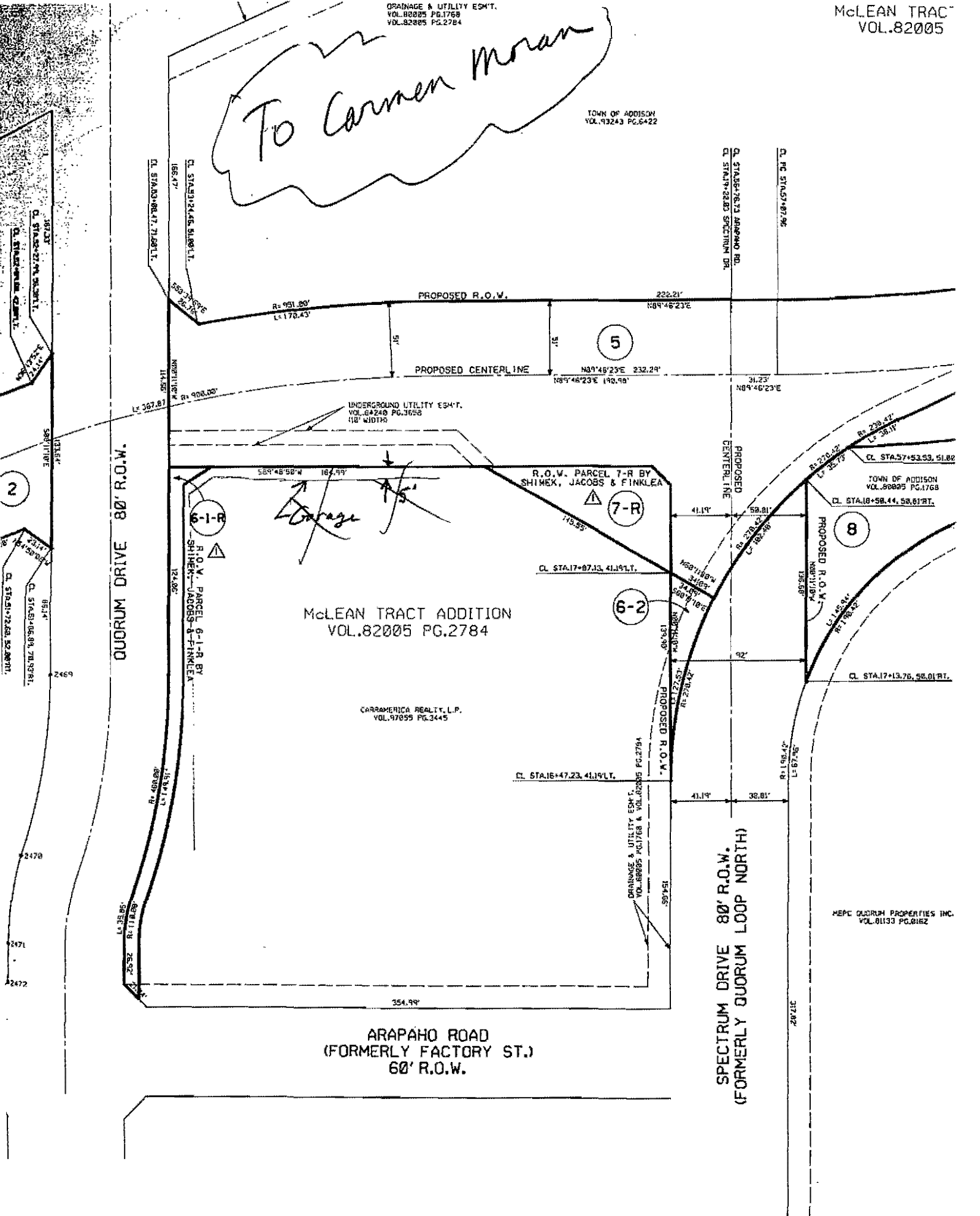
TOWN OF ADDISON  
VOL.93043 PG.6422





To Carmen Moran

TOWN OF ADDISON  
VOL.93243 PG.6422



QUORUM DRIVE 80' R.O.W.

SPECTRUM DRIVE 80' R.O.W.  
(FORMERLY QUORUM LOOP NORTH)

McLEAN TRACT ADDITION  
VOL.82005 PG.2784

CARRAMERICA REALTY, L.P.  
VOL.97855 PG.3445

ARAPAHO ROAD  
(FORMERLY FACTORY ST.)  
60' R.O.W.

2

5

6-1-R

7-R

6-2

8

2470

2471

2472

**COWLES & THOMPSON**

A PROFESSIONAL CORPORATION

ATTORNEYS AT LAW

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

TELEPHONE (214) 672-2000

METRO (972) 263-0005

FAX (214) 672-2020

CHARLES SORRELLS  
(1925-1982)

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

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

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

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

July 13, 1998

Ms. Michele Covino  
Town of Addison  
P.O. Box 9010  
Addison, TX 75001-9010

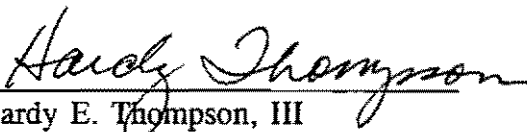
Re: Town of Addison-CarrAmerica Land Exchange

Dear Michele:

Enclosed are documents sent to me by Chicago Title Company in connection with the Exchange of properties between the Town of Addison and CarrAmerica Realty. The Partial Release of Lien, the UCC Statement and the two Special Warranty Deeds have been filed with the County and when they are recorded in the official records, they will be returned with the volume and page information affixed. The Exchange Agreement (page 2) needs Ron's and Carmen's signatures.

Please call me if you have any questions. Thank you for your assistance.

Sincerely,

  
Hardy E. Thompson, III

HET/mj  
Enclosures

cc: Mr. Jim Pierce ✓  
(w/encl.)

# CHICAGO TITLE INSURANCE COMPANY

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

SUE JACKSON JOHNSON  
ASSISTANT VICE PRESIDENT  
Commercial Escrow Officer

July 9, 1998

Hardy Thompson  
Cowles & Thompson  
901 Main Street  
Suite 4000  
Dallas, Texas 75202-3793

**RE: Our GF# 98-M-492605-SEJ  
Addison Land Exchange**

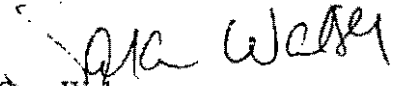
Dear Mr. Thompson

In connection with the closing of the above referenced transaction, enclosed please find the following documents:

- 1) Exchange Statement.
- 2) Copy of file-stamped Partial Release of Lien.
- 3) Copy of file-stamped UCC-3 Amendment.
- 4) Copy of file-stamped Special Warranty Deed from the Town of Addison.
- 5) Copy of file-stamped Special Warranty Deed from CarrAmerica.
- 6) Original executed counterpart of the Exchange Agreement signed by Carr.
- 7) Original Certificate on Non-Foreign Status by Entity Transferor.
- 8) Copy of Affidavit as to Debts and Liens and Parties in Possession.

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

Sincerely,  
**CHICAGO TITLE DALLAS DIRECT**

  
Sara Walser  
Assistant to Sue Jackson Johnson  
Assistant Vice President

/sdw  
encl.

EXCHANGE STATEMENT

Date: July 8, 1998

GF No.: 98-M-492605-SEJ

Exchange Between: TOWN OF ADDISON And: CARRAMERICA REALTY, L.P., a Delaware limited
Public Works Department - partnership
16801 Westgrove 1850 K. Street
P.O. Box 9101 Suite 500
Addison, TX 75001-9010 Washington, DC 20006

Property: Exchange of .0848 acres and .033 acres from CarrAmerica for .1034 from Town of Addison
Addison, TX

Sales Price \$0.00
Reimbursements/Credits
Exchange Value of the .1034 Acres Owned by Town of Addison \$20,000.00
Total Reimbursements/Credits \$20,000.00
Gross Amount Due to Town of Addison \$20,000.00

Less: Charges and Deductions
Fees to Chicago Title Insurance Company \$962.00
Owner Policy with Survey Deletion for the Town of Addison \$416.00
Owner's Policy with Survey Deletion for CarrAmerica \$416.00
Tax Certificate \$80.00
Delivery/Courier \$50.00
Exchange Value of the .033 acres and .0848 acres owned by CarrAmerica \$20,000.00
Total Charges and Deductions \$20,962.00
Net Amount Due By Town of Addison \$962.00

Seller Understands the Closing or Escrow Agent has assembled this information representing the transaction from the best information available from other sources and cannot guarantee the accuracy thereof. Any real estate agent or lender involved may be furnished a copy of this statement.

Seller understands that tax and insurance prorations and reserves were based on figures for the preceding year or supplied by others or estimates for current year, and in the event of any change for current year, all necessary adjustments must be made between Purchaser and Seller direct.

The undersigned hereby authorizes Chicago Title Insurance Company to make expenditure and disbursements as shown above and approves same for payment. The undersigned also acknowledges receipt of Loan Funds, if applicable, in the amount shown above and a receipt of a copy of this Statement.

Chicago Title Insurance Company

TOWN OF ADDISON

By Sue Jackson Johnson By Ron Whiteaker
Sue Jackson Johnson CITY MANAGER

17.00

CIT 1871-71000 500

(1)

**FILE STAMP**

**PARTIAL RELEASE OF LIEN**

This **PARTIAL RELEASE OF LIEN** (this "Partial Release") is executed as of the date set forth below by **THE MANUFACTURERS LIFE INSURANCE COMPANY [U.S.A.]**, a Michigan corporation ("Lienholder").

**R E C I T A L S:**

A. Lienholder is the holder of that certain Promissory Note (the "Note"), dated November 15, 1996, executed by Natron Limited Partnership ("Natron"), and payable to the order of Lienholder in the original principal amount of \$6,750,000.00, the payment and performance of which has been assumed by CARRAMERICA REALTY, L.P., a Delaware limited partnership ("CarrAmerica") as of February 3, 1997 as set forth in that certain Assumption, Modification and Consent Agreement recorded at Volume 97026, Page 01386 of the Real Property Records of Dallas County, Texas (the "Assumption Agreement").

B. The Note is secured by (i) a Deed of Trust, Security Agreement, Financing Statement, and Assignment of Rental (the "Deed of Trust") of even date with the Note, executed by Natron for the benefit of Lienholder and recorded in Volume 96225, Page 4195 of the Real Property Records of Dallas County, Texas, covering that certain tract of real property more particularly described therein (the "Property") and (ii) that certain Assignment of Leases and Rents dated November 15, 1996, covering the Property, and recorded in Volume 96225, Page 4237 of the Real Property Records of Dallas County, Texas (the "Assignment of Rents").

C. The Property was conveyed to CarrAmerica as of February 3, 1997 subject to the liens, rights and security interests of the Deed of Trust and Assignment of Rents.

D. Lienholder desires to execute this Partial Release for purposes of releasing that portion of the Property more particularly described on Exhibit A (the "Release Property") from the liens and security interests arising under the Deed of Trust and Assignment of Rents.

**R E L E A S E:**

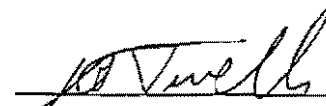
For good and valuable consideration, the receipt and legal sufficiency of which are acknowledged, Lienholder releases the Release Property from any and all liens and security interests evidenced by the Deed of Trust and Assignment of Rents. This Partial Release shall not in any way release, affect or impair Lienholder's liens and security interests covering the remainder of the Property. The remainder of the Property is not released.



Executed on April 14, 1998.

LIENHÖLDER:

THE MANUFACTURERS LIFE INSURANCE  
COMPANY [U.S.A.], a Michigan corporation

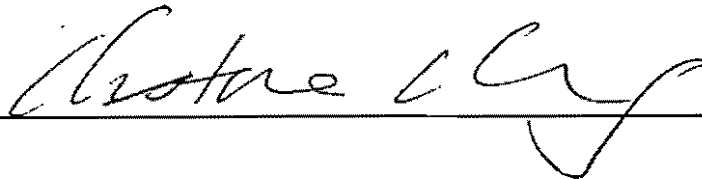
By:   
Name: James T. Twells  
Title: Authorized Signing Officer



JUDICIAL DISTRICT OF YORK

PROVINCE OF ONTARIO

Personally came before me this 14 day of April, 1998, James T. Twells, authorized signing officer of The Manufacturers Life Insurance Company [U.S.A.], a Michigan corporation, to me known to be the same person whose name is subscribed in the foregoing instrument, as such authorized signing officer of said corporation, and acknowledged that he signed, sealed with the corporate seal of said corporation, and delivered said instrument as his own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.



CHRISTINA CHONG, Notary Public, Municipality of Metropolitan Toronto, limited to the attestation of documents and the filing of documents, for The Manufacturers Life Insurance Company and its subsidiaries  
Expires June 8, 1998.

Date:12/29/97

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

PARCEL 6-1-R

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

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

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

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

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

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

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

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

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

EXHIBIT A

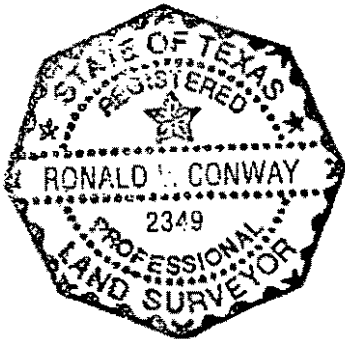
CONTINUED

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

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

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

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



*Ronald V. Conway*  
1/26/98



EXHIBIT A

CONTINUED

LAND DESCRIPTION

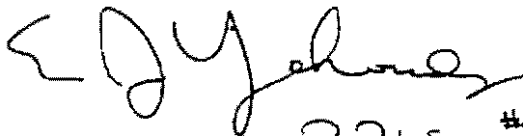
PARCEL NO. 6-2  
ARAPAHO ROAD  
OCTOBER 8, 1997

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

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

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

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

 1-26-98  
R.P.L.S. # 4862

**FILE STAMP**

11.  CHECK TO REQUEST SAME DEBTOR SEARCH CERTIFICATE (INSTRUCTION B.11)

1. DEBTOR (IF PERSONAL) LAST NAME <b>CARRAMERICA REALTY, L.P.</b>		FIRST NAME	M.I.	1A. PREFIX	1B. SUFFIX
1C. MAILING ADDRESS <b>1700 Pennsylvania Avenue, N.W.</b>		1D. CITY, STATE <b>Washington, D.C.</b>		1E. ZIP CODE <b>20006</b>	
2. ADDITIONAL DEBTOR (IF PERSONAL) LAST NAME		FIRST NAME	M.I.	2A. PREFIX	2B. SUFFIX
2C. MAILING ADDRESS		2D. CITY, STATE		2E. ZIP CODE	
3. SECURED PARTY (IF PERSONAL) LAST NAME <b>THE MANUFACTURERS LIFE INSURANCE COMPANY [U.S.A.]</b>		FIRST NAME	M.I.		
3A. MAILING ADDRESS <b>200 Bloor Street East</b>		3B. CITY, STATE <b>Toronto, Canada</b>		3C. ZIP CODE <b>M4W 1E5</b>	
4. ADDITIONAL SECURED PARTY (IF ANY)					
4A. MAILING ADDRESS		4B. CITY, STATE		4C. ZIP CODE	
5. ORIGINAL FINANCING STATEMENT NUMBER <b>V.97023 Pg.7838, Dallas Co.</b>	5A. ORIGINAL DATE FILED <b>Feb. 4, 1997</b>	6. CHECK IF APPLICABLE: <input checked="" type="checkbox"/>		THIS FINANCING STATEMENT CHANGE IS TO BE FILED IN THE REAL ESTATE RECORDS. NO. OF ADDITIONAL SHEETS PRESENTED	
7. A. <input checked="" type="checkbox"/> AMENDMENT - THE FINANCING STATEMENT IS AMENDED AS SET FORTH IN ITEM 8 BELOW. (INSTRUCTION B.7(A))					
B. <input type="checkbox"/> TOTAL ASSIGNMENT - ALL OF SECURED PARTY'S RIGHTS UNDER THE FINANCING STATEMENT HAVE BEEN ASSIGNED TO THE ASSIGNEE WHOSE NAME AND ADDRESS ARE SET FORTH IN ITEM B BELOW. (INSTRUCTION B.7(B))					
C. <input type="checkbox"/> PARTIAL ASSIGNMENT - SOME OF SECURED PARTY'S RIGHTS HAVE BEEN ASSIGNED TO THE ASSIGNEE SHOWN IN ITEM 8 BELOW. (INSTRUCTION B.7(C))					
D. <input type="checkbox"/> CONTINUATION - THE ORIGINAL STATEMENT IS STILL EFFECTIVE. (INSTRUCTION B.7(D))					
E. <input type="checkbox"/> TOTAL RELEASE - THE SECURED PARTY RELEASES ALL OF THEIR INTEREST IN THE COLLATERAL (INSTRUCTION B.7(E))					
F. <input type="checkbox"/> PARTIAL RELEASE - THE SECURED PARTY RELEASES THE FOLLOWING COLLATERAL DESCRIBED IN ITEM 8 BELOW. (INSTRUCTION B.7(F))					
G. <input type="checkbox"/> TERMINATION - THE SECURED PARTY(IES) OF RECORD NO LONGER CLAIMS A SECURITY INTEREST AND THE FINANCING STATEMENT IS TERMINATED. (INSTRUCTION B.7(G))					

8. The real property description attached to the original financing statement as Exhibit A is amended to add the real property described on Exhibit A attached hereto and to delete the real property described on Exhibit B attached hereto.

The Financing Statement is also amended to change the address of the Debtor. The new address of the Debtor is: 1850 K Street, N.W., 5th Floor, Washington, D.C. 20006.

9. SIGNATURE(S) OF DEBTOR(S) <b>CARRAMERICA REALTY, L.P.</b> By: <b>CarrAmerica Realty GP Holdings, Inc.</b>	THIS SPACE FOR USE OF FILING OFFICER (DATE, TIME, NUMBER, FILING OFFICER)
SIGNATURE(S) OF SECURED PARTY(IES) <b>THE MANUFACTURERS LIFE INSURANCE COMPANY [U.S.-A.]</b> By: <i>John Wells</i>	



10. Return copy to:

NAME	<b>Haynes and Boone, L.L.P.</b>
ADDRESS	<b>901 Main Street, Suite 3100</b>
CITY	<b>Dallas, Texas 75202-3789</b>
STATE	
ZIP	<b>Attn: Steven L. Wilson</b>

EXHIBIT A

PARCEL 7-R

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

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

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

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

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

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



*Ronald L. Conway*  
1/24/98

EXHIBIT B

Date:12/29/97

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

PARCEL 6-1-R

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

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

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

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

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

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

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

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

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

EXHIBIT B

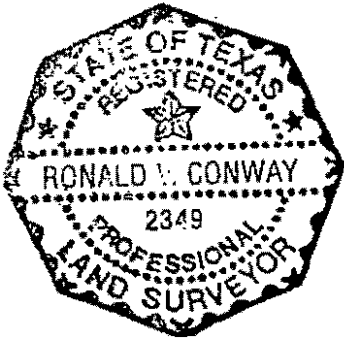
CONTINUED

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

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

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

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



*Ronald V. Conway*  
1/26/98

EXHIBIT B  
CONTINUED

LAND DESCRIPTION


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

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

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

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

- (1) THENCE North 00 degrees 11 minutes 10 seconds West a distance of 139.90 feet to a cut "X" set in concrete for a corner on the northeasterly line of said Carramerica tract;
- (2) THENCE South 60 degrees 11 minutes 10 seconds East along the northeasterly line of said Carramerica tract a distance of 34.09 feet to a cut "X" found in concrete for the northeasterly corner of said Carramerica tract, said point being the beginning of a non-tangent curve to the left, having a central angle of 27 degrees 01 minutes 16 seconds, a radius of 270.42 feet, and being subtended by a 126.35 foot chord bearing South 13 degrees 19 minutes 28 seconds West;
- (3) THENCE Southerly along said curve to the left and westerly right-of-way line of Spectrum Drive an arc distance of 127.55 feet to the POINT OF BEGINNING, CONTAINING 0.033 of an acre of land, more or less.

 1-26-98  
R.P.L.S. # 4862

CTIC 18 41492660-SE J

(3)

17.00

**FILE STAMP**

State of Texas

§  
§  
§

County of Dallas

**SPECIAL WARRANTY DEED**

**DATE:**

**GRANTOR'S NAME:** Town of Addison, Texas

**GRANTEE'S NAME:** CarrAmerica Realty, L.P.

**GRANTEE'S ADDRESS:** CarrAmerica Realty, L.P.  
1850 K Street, NW  
Washington, D.C. 20006

**CONSIDERATION:**

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

**PROPERTY DESCRIPTION:**

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

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

**CONVEYANCE:**

Grantor, for the stated consideration, hereby grants, bargains, sells, transfers, assigns, and conveys to Grantee the Property, to have and hold the Property, subject to the Permitted Exceptions (defined below) to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever, and Grantor binds Grantor and Grantor's heirs, executors, administrators and successors to WARRANT and FOREVER DEFEND all and singular the Property, subject to the Permitted Exceptions to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty, when the claim is by, through, or under Grantor but not otherwise.

**PERMITTED EXCEPTIONS**

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

**MISCELLANEOUS:**

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

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

Town of Addison

By: *Ron Whitehead*  
Print Name: RON WHITEHEAD

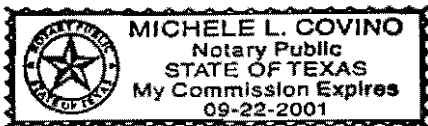
Title: CITY MANAGER

State of Texas            §  
  §  
County of Dallas         §

This instrument was acknowledged before me on this 8<sup>th</sup> day of JULY, 1998, by RON WHITEHEAD, an authorized representative of The Town of Addison, a municipal corporation, on behalf of said corporation.

9/22/2001  
Commission Expires:

*Michele L. Covino*  
Notary Public, State of Texas  
Printed name:





FIELD NOTE DESCRIPTION  
FOR  
RIGHT-OF-WAY ABANDONMENT

TOWN OF ADDISON, TEXAS

PARCEL 7-R

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

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

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

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

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

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

SURVEYOR'S CERTIFICATE

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

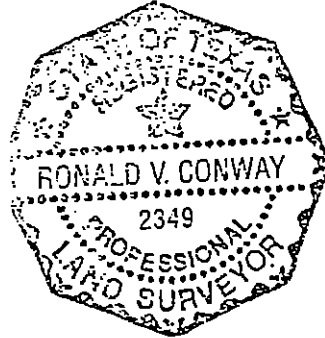
This is to certify that on the 30th day of April, 1998, this survey was made on the ground as per the field notes shown on this survey and is true, correct, and accurate as to the boundaries and areas of the subject property and the size, location and type of buildings and improvements thereon, if any,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

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

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

*Ronald V. Conway* 5/6/98

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



Permitted Reservations From and Exceptions to Conveyance and Warranty:

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

**Exhibit "B"**

19:00

FILE STAMP

State of Texas §  
County of Dallas §

SPECIAL WARRANTY DEED

DATE:

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

GRANTEE'S NAME: Town of Addison, Texas

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



CONSIDERATION:

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

PROPERTY DESCRIPTION:

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

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

**CONVEYANCE:**

Grantor, for the stated consideration, hereby grants, bargains, sells, transfers, assigns, and conveys to Grantee the Property, to have and hold the Property, subject to the Permitted Exceptions (defined below) to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever, and Grantor binds Grantor and Grantor's heirs, executors, administrators, successors and assigns to WARRANT and FOREVER DEFEND all and singular the Property, subject to the Permitted Exceptions to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty, when the claim is by, through or under Grantor but not otherwise.

**PERMITTED EXCEPTIONS**

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

**MISCELLANEOUS:**

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

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

CarrAmerica Realty, L.P., a Delaware Limited Partnership  
By: CarrAmerica Realty GP Holdings, Inc.,  
Its Sole General Partner

By: Karen B. Dorigan  
Print Name: Karen B. Dorigan

Title: Senior Vice President

District  
State of Columbia  
County of \_\_\_\_\_

§  
§  
§

This instrument was acknowledged before me on this 24<sup>th</sup> day of June 1998, by Karen B. Dorigan an authorized representative of CarrAmerica Realty GP Holdings, Inc., the Sole General Partner of CarrAmerica Realty, L.P., on behalf of said company.

My Commission Expires April 30, 2003  
Commission Expires:

Alice Anne Arth  
Notary Public, State of Columbia  
Printed name: District  
Alice Anne Arth

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

PARCEL 6-1-R

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

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

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

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

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

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

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

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

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

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

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

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

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

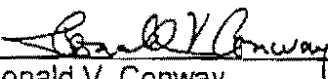
### SURVEYOR'S CERTIFICATE

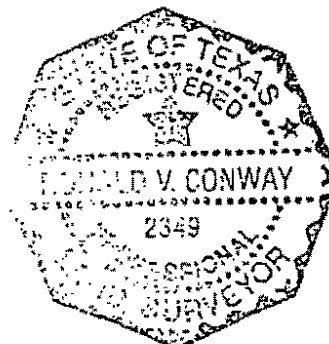
TO THE TOWN OF ADDISON, CARRAMERICA REALTY, L.P., AND CHICAGO TITLE INSURANCE COMPANY.

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

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

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

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



LAND DESCRIPTION

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

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

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

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

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

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

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



Permitted Reservations From and Exceptions to Conveyance and Warranty:

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

Exhibit "C"

## EXCHANGE AGREEMENT

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

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

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

**WHEREAS**, as part of the right-of-way dedication to Addison, the parties agree that it is in the best interest of each of them to exchange such tracts, each conveying to the other, as described below;

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

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

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

3. Closing shall occur at Chicago Title Company, 350 North St. Paul, Suite 250, Dallas, Texas 75201, attention Ms. Sue Jackson Johnson, 214-965-1664, on or before 12:00

o'clock noon on June \_\_\_\_, 1998. Addison agrees to pay all closing costs, including escrow fees, if any, incurred in connection with the exchange and conveyance of these tracts of real property. Each party shall pay its own attorney fees. If either party hereto desires to obtain an Owners Policy of Title Insurance in connection with its acquisition of a tract of real property pursuant hereto, the Town shall pay the cost and expense of such Owners Policy of Title Insurance.


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

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

WITNESS our hands this \_\_\_\_\_ day of \_\_\_\_\_, 1998.

CarrAmerica Realty, L.P., a Delaware Limited Partnership  
By: CarrAmerica Realty GP Holdings, Inc.,  
Its Sole General Partner

By:

  
Authorized Representative

TOWN OF ADDISON

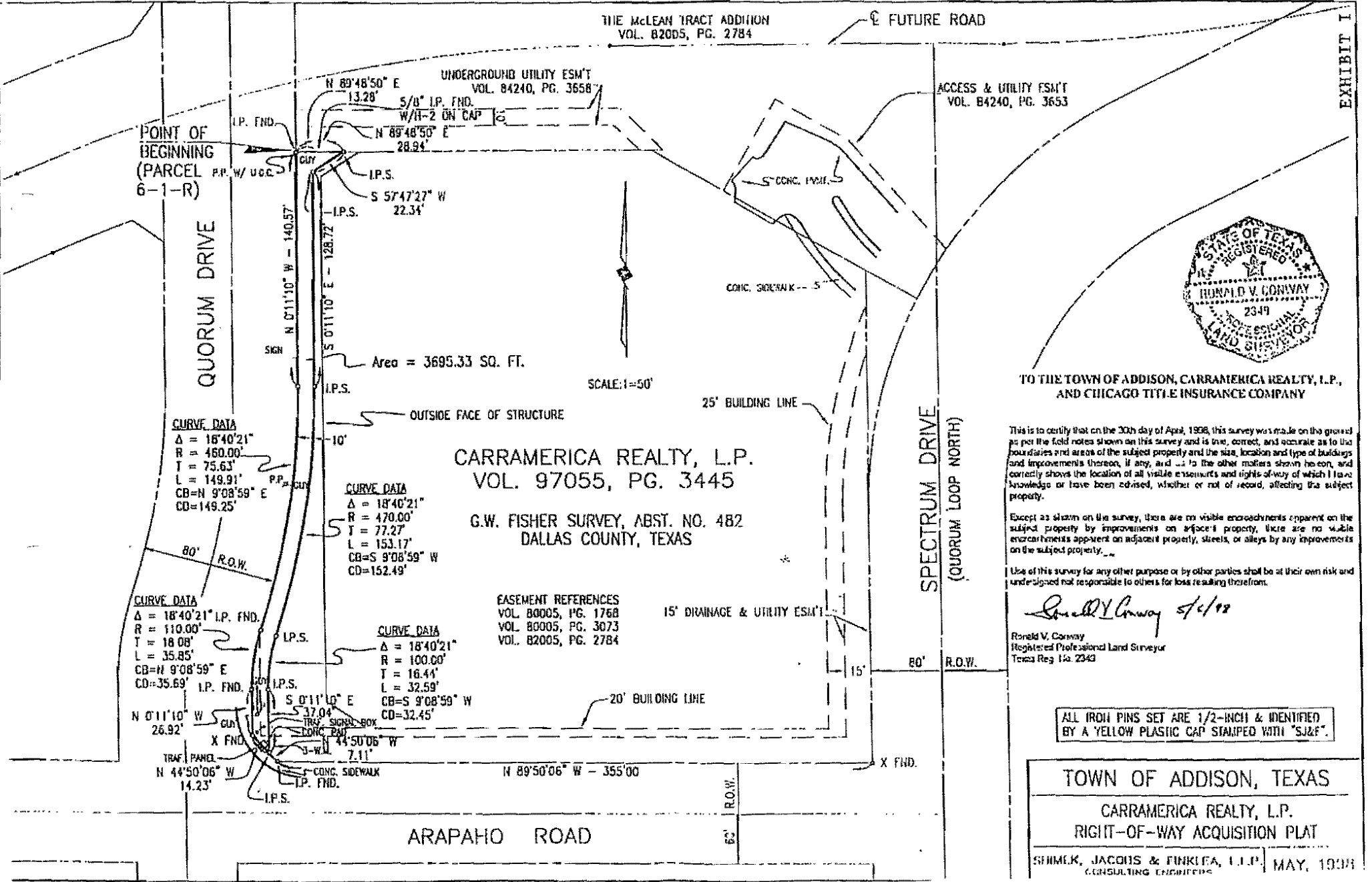
By:

\_\_\_\_\_  
Ron Whitehead, City Manager

ATTEST:

\_\_\_\_\_  
Carmen Moran, City Secretary

EXHIBIT I



THE McLEAN TRACT ADDITION  
VOL. B2005, PG. 2784

FUTURE ROAD

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

ACCESS & UTILITY ESM'T  
VOL. B4240, PG. 3653

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

QUORUM DRIVE

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

CURVE DATA  
 $\Delta = 18^{\circ}40'21''$   
 $R = 470.00'$   
 $T = 77.27'$   
 $L = 153.17'$   
 $CB = S 9^{\circ}08'59'' W$   
 $CD = 152.49'$

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

CURVE DATA  
 $\Delta = 18^{\circ}40'21''$   
 $R = 100.00'$   
 $T = 16.44'$   
 $L = 32.59'$   
 $CB = S 9^{\circ}08'59'' W$   
 $CD = 32.45'$

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

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

EASEMENT REFERENCES  
 VOL. 80005, PG. 1768  
 VOL. 80005, PG. 3073  
 VOL. B2005, PG. 2784

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

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

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

*Ronald V. Conway* 5/1/98

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

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

TOWN OF ADDISON, TEXAS

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

SEHMER, JACOBS & FUNKLEA, L.L.P. MAY, 1998  
CONSULTING ENGINEERS



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

PARCEL 6-1-R

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

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

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

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

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

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

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

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

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

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

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

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

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

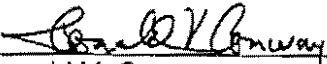
### SURVEYOR'S CERTIFICATE

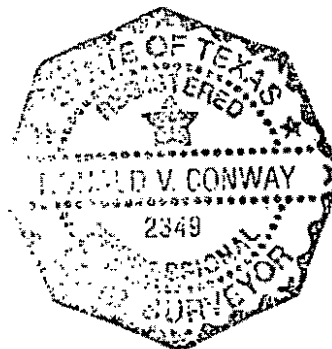
TO THE TOWN OF ADDISON, CARRAMERICA REALTY, L.P., AND CHICAGO TITLE INSURANCE COMPANY.

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

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

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

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



LAND DESCRIPTION

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

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

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

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

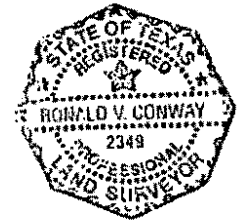
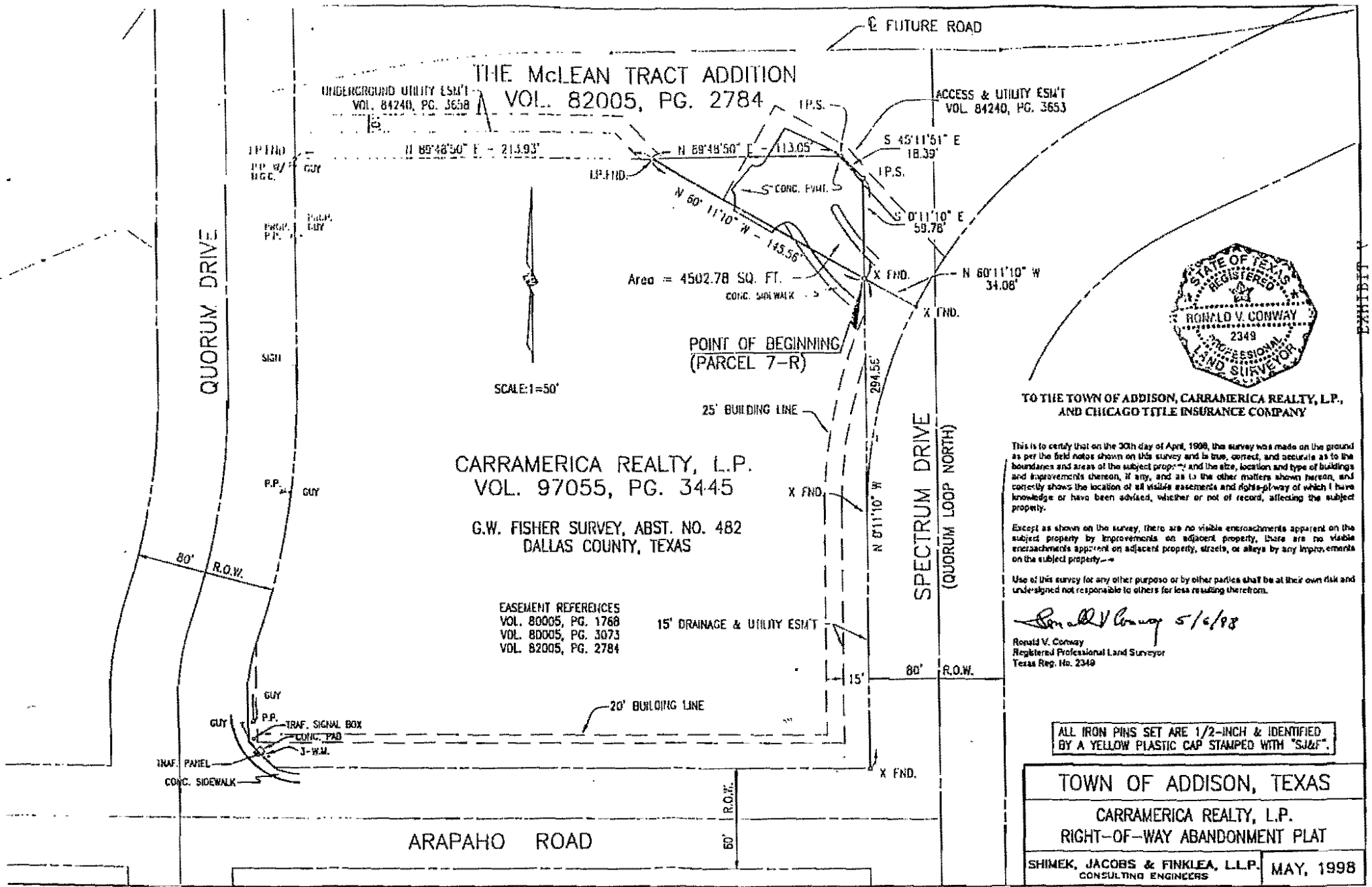
- (1) THENCE North 00 degrees 11 minutes 10 seconds West a distance of 139.90 feet to a cut "X" set in concrete for a corner on the northeasterly line of said CarrAmerica tract;
- (2) THENCE South 60 degrees 11 minutes 10 seconds East along the northeasterly line of said CarrAmerica tract a distance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

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

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

EXHIBIT IV





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

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

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

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

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

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

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

EXHIBIT V

**FIELD NOTE DESCRIPTION  
FOR  
RIGHT-OF-WAY ABANDONMENT  
  
TOWN OF ADDISON, TEXAS**

PARCEL 7-R

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

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

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

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

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

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

**SURVEYOR'S CERTIFICATE**

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

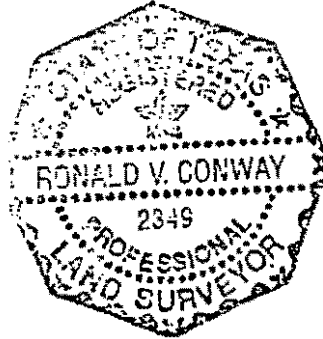
This is to certify that on the 30th day of April, 1998, this survey was made on the ground as per the field notes shown on this survey and is true, correct, and accurate as to the boundaries and areas of the subject property and the size, location and type of buildings and improvements thereon, if any,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

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

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

Ronald V. Conway 5/6/98

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



**CERTIFICATE OF NON-FOREIGN STATUS BY ENTITY TRANSFEROR**

1. Section 1445 of the Internal Revenue Code provides that a transferee must withhold tax if the transferor is a foreign person.

2. In order to inform the TOWN OF ADDISON, that withholding tax is not required upon disposition of a U.S. real property interest located in Dallas County, Texas by CARRAMERICA REALTY, L.P. a Delaware limited partnership ("Transferor"), the undersigned hereby certifies and declares by means of this certificate the following on behalf of the Transferor.

A. The one item marked below is true and correct:

(i) The Transferor is not a foreign corporation, foreign partnership, foreign trust or foreign estate (as these terms are defined in the Internal Revenue Code and Income Tax Regulations).

(ii) The Transferor is a foreign corporation incorporated under the laws of a foreign jurisdiction, but has elected to be treated as a U.S. corporation under Section 897(i) of the Internal Revenue Code, AND HAS ATTACHED TO THIS CERTIFICATE A GENUINE COPY OF THE ACKNOWLEDGMENT OF SUCH ELECTION ISSUED BY THE IRS.

B. The Transferor's employer identification number is: 52-1976308

C. The Transferor's office address is: 1850 K Street, N.W.  
5th Floor  
Washington, DC 20006

3. The Transferor understands that this certificate may be disclosed to the Internal Revenue Service by the transferee and that any false statement contained in this certificate may be punished by fine, imprisonment, or both.

Under penalties of perjury, I declare that I have examined this certificate and to the best of my knowledge and belief it is true, correct and complete. I further declare that I have authority to sign this document on behalf of the Transferor.

EXECUTED this 17<sup>th</sup> day of July, 1998.

TRANSFEROR:

CARRAMERICA REALTY, L.P.,  
a Delaware limited partnership

By: CarrAmerica Realty GP  
Holdings, Inc., a Delaware  
corporation, its sole general partner

By:   
Name: Robert G. Stockey  
Title: Vice President

**AFFIDAVIT AS TO DEBTS AND LIENS and PARTIES IN POSSESSION  
(Sale Corporation or Partnership)**

Property Address: 0.1034 Acres in the Town of Addison, Dallas County, TX      GF#:98-M-492660-SEJ

BEFORE ME, the undersigned authority, on this day, personally appeared the undersigned (hereinafter called AFFIANT)(whether one or more) and each on his oath, deposes and says, as follows:

1. Town of Addison (hereinafter called SELLER) is the owner of the following described property, to wit:

SEE ATTACHED DESCRIPTION

2. Seller is desirous of selling the above described property and has requested CHICAGO TITLE INSURANCE COMPANY to issue certain Title Insurance Policies, as appropriate.

3. In connection with the issuance of such policies, Affiant makes the following statements of fact:

- a. That Seller owes no past due Federal or State taxes and that there are no delinquent Federal assessments presently existing against Seller, and that no Federal or State liens have been filed against Seller.
- b. That there are no delinquent State, County, City, School District, Water District, or other governmental agency taxes due or owing against said property and that no tax suit has been filed by any State, County, City, School District, Water District, or other governmental agency for taxes levied against said property.
- c. All improvements have been completed in a workmanlike manner, if any, and all labor and materials used in the construction of such improvements, if any, on the above described property have been paid for and there are now no unpaid labor or material claims against the improvements or repairs, if any, on the property upon which same are situated, and Affiant hereby declares that all sums of money due for the erection of improvements, if any, have been fully paid and satisfied and there are no Mechanic's or Materialman's liens against the hereinabove described property.
- d. That no paving assessment or lien has been filed against the hereinabove described property, and Seller owes no paving charges.
- e. That there are no judgment liens against Seller.
- f. That there are no suits pending against Seller in Federal or State Court.
- g. That Affiant knows of no adverse claim to the hereinabove described property and that so far as Affiant knows there are no encroachments or boundary conflicts.
- h. Seller has not heretofore sold, contracted to sell or conveyed any part of said property other than in connection with this sale.
- i. No unpaid debts for electric or plumbing fixtures, water heaters, floor furnaces, air conditioners, radio or television antennae, carpeting, rugs, lawn sprinkling systems, venetian blinds, window shades, draperies, electric appliances, fences, street paving, or any personal property or fixtures that are located on the subject property described above, and that no such items have been purchased on time payment contracts, and there are no security interests on such property secured by financing statements, security agreement or otherwise except the following:

Secured Party	Approximate Amount
---------------	--------------------

NONE

j. No loans or indebtedness of any kind on such property except the following:

Creditor	Approximate Amount
----------	--------------------

NONE

4. Affiant(s) and/or affiant(s) predecessors in title have not:
- (i) entered into any oral or written lease agreements;
  - (ii) given permission to use, occupy, or enter, or
  - (iii) otherwise granted or suffered any possessory rights of any nature whatsoever which are presently existing as of this date except to NONE

4a. In the ordinary course of its municipal activities, the Town of Addison becomes a party to a variety of litigation matters including such things as condemnation suits, tort claims, and municipal prosecutions including code enforcement and traffic violations too numerous to list. Addison is not a party to any pending litigation which involves or is anticipated to involve any claims regarding the property involved in this transaction.

As a municipality, Addison's property is protected from most lien claims under section 43.002 of the Texas Property Code, which provides in pertinent part that "...the real property of a political subdivision of the state are exempt from attachment, execution, and forced sale. A judgment lien or abstract of judgment may not be filed or perfected against a political subdivision of the state on property owned by ...a political subdivision of the state: any such judgment lien or abstract of judgment is void and unenforceable."

Further, affiant(s) state(s) that he/she/they is/are familiar with the Property and that he/she/they know(s) that there is no person (whether one or more) occupying, using, or claiming the Property or any part thereof, adversely or hostilely, or under any claim or color of title whatever; and further state(s) with respect to the above representation that his/her/their knowledge of the Property is such that were such person in such possession, occupation or use, he/she/they would have knowledge of it.

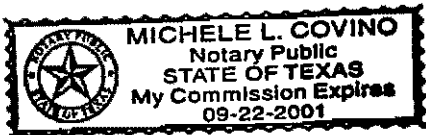
5. Affiant recognizes that but for the making of the hereinabove statement of facts relative to the hereinabove described property CHICAGO TITLE INSURANCE COMPANY would not issue either its OWNER'S or MORTGAGEE'S Title Insurance Policy on said property, and that such statements have been made as a material inducement for the issuance of such policies.

EXECUTED this 8<sup>th</sup> day of JULY, 1998.

TOWN OF ADDISON

By: R. Whitehead  
Name: RON WHITEHEAD  
Title: CITY MANAGER

SUBSCRIBED AND SWORN TO BEFORE ME, the undersigned authority, by the said RON WHITEHEAD  
CITY MANAGER for TOWN OF ADDISON on behalf of  
said corporation to certify which, witness my hand this 8<sup>th</sup> day of JULY, 1998.



Notary Public Michele L. Covino  
Commission Expires 9/22/2001

# CHICAGO TITLE INSURANCE COMPANY



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

June 26, 1998

SUE JACKSON JOHNSON  
ASSISTANT VICE PRESIDENT  
Commercial Escrow Officer

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

via regular mail

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

via regular mail

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

Dear Scottie and Jim:

Enclosed please find our revised Commitment for Title Insurance based on review of the revised survey along with a copy of said survey. The surveyor has deleted the easement reference to Volume 80005, Page 1768 and is now showing the 15-foot building line along the west side of Quorum Drive.

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

Sincerely,  
**CHICAGO TITLE DALLAS DIRECT**

Sara Walser  
Assistant to Sue Jackson Johnson  
Assistant Vice President

/sw  
encl.

cc: Steve Wilson, Esq. (w/encl)  
Scott A. Morehouse, Esq. (w/encl.)  
Hardy Thompson (w/encl)

via hand delivery  
via overnight delivery  
via hand delivery



Issued: June 20, 1998

Effective: May 20, 1998

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

## COMMITMENT FOR TITLE INSURANCE

ISSUED BY

# CHICAGO TITLE INSURANCE COMPANY

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

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

### TWO TRACTS IN THE MCLEAN TRACT ADDITION, ADDISON, TEXAS

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

CHICAGO TITLE INSURANCE COMPANY

*Sue Jackson Johnson*  
 Authorized Signatory



*Richard J. Polley*  
 President.

*Thomas J. Adams*  
 Secretary.

**SCHEDULE A**

Commitment Effective Date: May 20, 1998

1. The policy or policies to be issued are:

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

Policy Amount: \$0.00

Proposed Insured:

Town of Addison

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

Policy Amount:

Proposed Insured:

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

Policy Amount: \$0.00

Proposed Insured:

Proposed Borrower:

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

Binder Amount:

Proposed Insured:

Proposed Borrower:

(e) OTHER:

Policy Amount: \$0.00

Proposed Insured:

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

Fee Simple

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

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

4. Legal description of land:

SEE ATTACHED DESCRIPTION

DESCRIPTION

Tract 1:

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

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

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

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

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

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

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

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

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

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

DESCRIPTION

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

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

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

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

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

Tract 2:

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

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

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

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

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

DESCRIPTION

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

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

## SCHEDULE B

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### EXCEPTIONS FROM COVERAGE

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

- N 1. The following restrictive covenants of record itemized below (We must either insert specific recording data or delete this exception.):  
  
Volume 80005, Page 3073, Volume 84201, Page 1770 and Volume 96136, Page 92, Deed Records, Dallas County, Texas, but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status or national origin.
  - F 2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments, or protrusions, or any overlapping of improvements.
  - I 3. Homestead or community property or survivorship rights, if any, of any spouse of any insured. (Applies to the Owner Policy only.)
  - K 4. Any titles or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities,
    - a. to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or
    - b. to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or
    - c. to filled-in lands, or artificial islands, or
    - d. to statutory water rights, including riparian rights, or
    - e. to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area.(Applies to the Owner Policy only.)
  - M 5. Standby fees, taxes and assessments by any taxing authority for the year 1998 and subsequent years, and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership.
  - P 6. The terms and conditions of the documents creating your interest in the land.
  - Q 7. Materials furnished or labor performed in connection with planned construction before signing and delivering the lien document described in Schedule A, if the land is part of the homestead of the owner. (Applies to the Mortgagee Title Policy Binder on Interim Construction Loan only, and may be deleted if satisfactory evidence is furnished to us before binder is issued.)
  - R 8. Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage.
-

## SCHEDULE B (continued)

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(Applies to Mortgagee Policy only.)

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

## SCHEDULE C

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

- Z 1. Documents creating your title or interest must be approved by us and must be signed, notarized and filed for record.
- AA 2. Satisfactory evidence must be provided that:
- no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A,
  - all standby fees, taxes, assessments and charges against the property have been paid,
  - all improvements or repairs to the property are completed and accepted by the owner, and that all contractors, subcontractors, laborers and suppliers have been fully paid, and that no mechanic's, laborer's or materialmen's liens have attached to the property,
  - there is legal right of access to and from the land,
  - (on a Mortgagee policy only) restrictions have not been and will not be violated that affect the validity and priority of the insured mortgage.
- AB 3. You must pay the seller or borrower the agreed amount for your property or interest.
- AC 4. Any defect, lien or other matter that may affect title to the land or interest insured, that arises or is filed after the effective date of this Commitment.
- AR 5. Deed of Trust executed by Natron Limited Partnership, a Nevada limited partnership to Robert E. Wilson, Trustee, dated November 15, 1996, filed for record on November 15, 1996 and recorded in Volume 96225, Page 4195, Deed of Trust Records, Dallas County, Texas, to secure the payment of one note of even date therewith in the original principal sum of \$6,750,000.00, payable to Manufacturers Life Insurance Company (U.S.A.), a Michigan corporation, and subject to all of the terms, conditions and stipulations contained therein, including but not limited to any future indebtedness also secured by this lien.
- AS Additionally secured by assignment of leases and rents, recorded in Volume 96225, Page 4237, Deed Records, Dallas County, Texas.
- AT Assumption, Modification and Consent Agreement executed by and between CarrAmerica Realty, L.P., a Delaware limited partnership ("Purchaser"), Natron Limited Partnership, a Nevada limited partnership ("Seller"), and The Manufacturers Life Insurance Company (U.S.A.), a Michigan corporation ("Lender"), dated February 3, 1997 and recorded in Volume 97026, Page 01386, Deed Records, Dallas County, Texas
- AU 6. UCC-1 Financing Statement, filed for record on November 15, 1996,
-



## SCHEDULE C (continued)

---

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

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

## SCHEDULE D

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

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

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

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

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

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

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

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

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

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

The Arbitration provision in the Policy is as follows:

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

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

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

I request deletion of the Arbitration provision.

\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_

\_\_\_\_\_  
Date

## TEXAS TITLE INSURANCE INFORMATION

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

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

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

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

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

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

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

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

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

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

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

You can get a copy of the policy form approved by the State Board of Insurance by calling Chicago Title Insurance Company at 1-800-442-4303 or by calling the title insurance agent that issued the Commitment. The State Board of Insurance may revise the policy form from time to time.

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

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

-Request amendment of the "area and boundary" exception (Schedule B, paragraph 2). To get this amendment, you must furnish a survey. On the Owner Policy, you must pay an additional premium for the amendment. If the survey is acceptable to the Company, your Policy will insure you against loss because of discrepancies or conflicts in boundary lines, encroachments or protrusions, or overlapping of improvements. The Company may then decide not to insure against specific boundary or survey problems by making special exceptions in the Policy.

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

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

## CONDITIONS AND STIPULATIONS

1. If you have actual knowledge of any matter which may affect the title or mortgage covered by this Commitment, that is not shown in Schedule B, you must notify us in writing. If you do not notify us in writing, our liability to you is ended or reduced to the extent that your failure to notify us affects our liability. If you do notify us, or we learn of such matter, we may amend Schedule B, but we will not be relieved of liability already incurred.
2. Our liability is only to you, and others who are included in the definition of Insured in the Policy to be issued. Our liability is only for actual loss incurred in your reliance on this Commitment to comply with its requirements or to acquire the interest in the land. Our liability is limited to the amount shown in Schedule A of this Commitment and will be subject to the following terms of the Policy: Insuring Provisions, Conditions and Stipulations, and Exclusions.

COMMITMENT  
FOR  
TITLE  
INSURANCE



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

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

IMPORTANT NOTICE

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

1-800-442-4303

ALSO YOU MAY CONTACT THE TEXAS DEPARTMENT OF INSURANCE AT

1-800-252-3439

to obtain information on:

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

YOU MAY ALSO WRITE TO THE TEXAS DEPARTMENT OF INSURANCE

P.O. BOX 149104  
AUSTIN, TEXAS 78714-9104  
FAX NO. (512) 475-1771

AVISO IMPORTANTE

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

1-800-442-4303

TAMBIEN PUEDE COMUNICARSE CON EL DEPARTAMENTO DE SEGUROS DE TEXAS AL

1-800-252-3439

para obtener información sobre:

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

TAMBIEN PUEDE ESCRIBIR AL DEPARTAMENTO DE SEGUROS DE TEXAS

P.O. BOX 149104  
AUSTIN, TEXAS 78714-9104  
FAX NO. (512) 475-1771

THE McLEAN TRACT ADDITION  
VOL. 82005, PG. 2784

FL JRE ROAD

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

POINT OF BEGINNING  
(PARCEL 6-1-R)

QUORUM DRIVE

CURVE DATA

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

CURVE DATA

$\Delta = 18^{\circ}40'21''$   
 $R = 470.00'$   
 $T = 77.27'$   
 $L = 153.17'$   
 $CB=S 9^{\circ}08'59'' W$   
 $CD=152.49'$

CURVE DATA

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

CURVE DATA

$\Delta = 18^{\circ}40'21''$   
 $R = 100.00'$   
 $T = 16.44'$   
 $L = 32.59'$   
 $CB=S 9^{\circ}08'59'' W$   
 $CD=32.45'$

$N 0^{\circ}11'10'' W$   
 $26.92'$   
 $N 44^{\circ}50'06'' W$   
 $14.23'$

$S 0^{\circ}11'10'' E$   
 $37.04'$   
 $N 44^{\circ}50'06'' W$   
 $7.11'$   
I.P.S.  
CONC. PAD  
3-W.M.  
CONC. SIDEWALK  
I.P. FND.

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

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

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

15' DRAINAGE & UTILITY ESM'T

SCALE: 1=50'

Area = 3695.33 SQ. FT.

OUTSIDE FACE OF STRUCTURE

25' BUILDING LINE

15' BUILDING LINE

20' BUILDING LINE

$N 89^{\circ}50'06'' W - 355'00$

ARAPAHO ROAD

60' R.O.W.

SPECTRUM DRIVE  
(QUORUM LOOP NORTH)

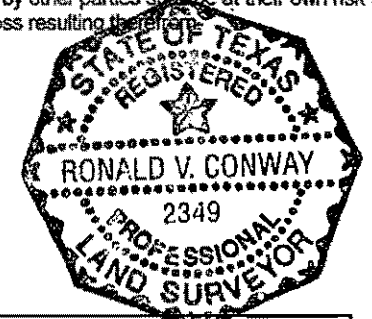
TO THE TOWN OF ADDISON, CARRAMERICA REALTY, L.P.,  
AND CHICAGO TITLE INSURANCE COMPANY

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

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

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

*Ronald V. Conway*  
6/24/98  
Ronald V. Conway  
Registered Professional Land Surveyor  
Texas Reg. No. 2349



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

TOWN OF ADDISON, TEXAS

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

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

MAY, 1998

H:\PROJECTS\ADDISON\97195\PAR61R.DWG

SCALE: 1=50

06/25/98 RVL

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

8333 Douglas Avenue, #820

Dallas, Texas 75225-5816

Fax (214) 361-0204

Phone (214) 361-7900

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

June 25, 1998

Ms. Sue Jackson Johnson  
Assistant Vice President  
Chicago Title Insurance Company  
350 N. St. Paul, Ste. 250  
Dallas, Texas 75201

Re: CarrAmerica Tract

Dear Ms. Johnson:

As you requested, we are enclosing six copies of the plat for the right-of-way acquisition on the CarrAmerica Tract which has been revised to delete the easement reference to Volume 80005, Page 1768 and to show the 15-foot building line along the west side of Quorum Drive.

Sincerely yours,



Ronald V. Conway, P.E.

Enclosures

c.c. Mr. James C. Pierce, Jr., P.E. ✓



THE McLEAN TRACT ADDITION  
VOL. 82005, PG. 2784

FL. JRE ROAD

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

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

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

QUORUM DRIVE

CURVE DATA

$\Delta = 18^{\circ}40'21''$   
R = 460.00'  
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CD=149.25'

CURVE DATA

$\Delta = 18^{\circ}40'21''$   
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L = 32.59'  
CB=S 9'08'59" W  
CD=32.45'

N 0'11'10" W - 26.92'  
GUY  
X FND.  
TRAF. PANEL  
N 44'50'06" W - 14.23'  
I.P.S.

S 0'11'10" E - 37.04'  
TRAF. SIGNAL BOX  
CONC. PAD  
N 44'50'06" W - 7.11'  
S-W.M.  
CONC. SIDEWALK  
I.P. FND.

Area = 3695.33 SQ. FT.

SCALE:1=50'

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

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

EASEMENT REFERENCES  
VOL. 80005, PG. 3073  
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15' DRAINAGE & UTILITY ESM'T

20' BUILDING LINE

25' BUILDING LINE

CONC. SIDEWALK

CONC. PVMT.

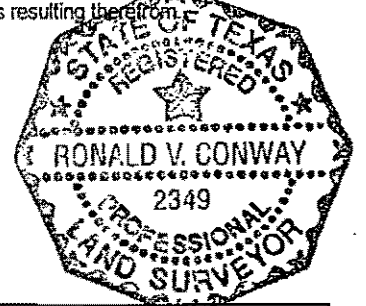
TO THE TOWN OF ADDISON, CARRAMERICA REALTY, L.P.,  
AND CHICAGO TITLE INSURANCE COMPANY

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

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*Ronald V. Conway* 6/25/98  
Ronald V. Conway  
Registered Professional Land Surveyor  
Texas Reg. No. 2349



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

TOWN OF ADDISON, TEXAS

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

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

MAY, 1998

H:\PROJECTS\ADDISON\97195\PAR61R.DWG  
SCALE: 1=50  
05/25/98 RLL

Car America

Marilyn Lucas

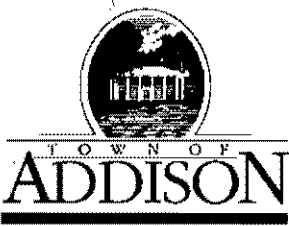
202-729-7589

(Fax 202-729-1060)

Scott Morehouse

202-778-8721

Ingrid -



# LETTER OF TRANSMITTAL

**Public Works / Engineering**

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

DATE	6-23-98	JOB NO.
ATTENTION		
RE:	Carr America Realty, LP	
	Closing	

TO Sara Walser  
Chicago Title

**GENTLEMAN:**

**WE ARE SENDING YOU**

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

COPIES	DATE	NO.	DESCRIPTION
			check for \$962.00 as per Exchange Statement 6/26/98

**THESE ARE TRANSMITTED as checked below:**

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

REMARKS Via Courier for 6/24 AM delivery

COPY TO \_\_\_\_\_

SIGNED: Jim Pauer

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





P.O. BOX 144 • 5350 BELT LINE RD.  
ADDISON, TEXAS 75001

NationsBank  
WICHITA FALLS, TX 7

NO. 077087

DATE 06/25/98

CHECK NO. 077087

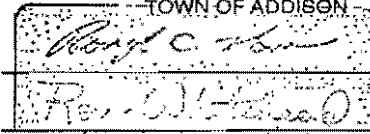
NINE-HUNDRED SIXTY-TWO DOLLARS AND NO CENTS

AMOUNT  
\*\*\*\*\*962.00

CHICAGO TITLE  
350 N ST PAUL, STE 250  
DALLAS, TX 75210

PAY  
TO THE  
ORDER  
OF

VOID  
AFTER  
60  
DAYS



⑈077087⑈ ⑆111901302⑆ ⑆1254842731⑈

077087 NO. 077087  
006111 CHICAGO TITLE

VOICE DATE	INVOICE NUMBER	ACCOUNT NUMBER	GROSS	DISCOUNT	NET AMOUNT
6/26/98	6/26/98 STMT	41-000-58110-42302-000	962.00	0.00	962.00
			962.00	0.00	962.00

TOWN OF ADDISON, P.O. BOX 144, ADDISON, TX 75001, (972) 450-7062

Carr America

6-24-98

Marilyn Lucas: 011 44 171 665 6783

No final word yet - need  
final phone call. Should get call.

Looking at the exchange documents  
now. (call from London). Will  
give me a call with the final word.  
No need to call her back unless I  
have a question.

Bill Vander Straaten - asked Marilyn to  
call. Chris Henbrix - point man now  
Soln = give agreement to do work  
while they get variance approved.  
OK to call Chris Tomorrow - Hangman  
will get this thing done.

Date June 19, 1998

*John -  
Draft  
for Review  
& comment*

**MEMORANDUM**

To: Ron Whitehead, City Manager  
From: Jim Pierce, Assistant City Engineer  
Subject: CarrAmerica Land Exchange

CarrAmerica is still somewhat undecided on the specifics of the land exchange. There have been differences of opinion between local management, corporate management and the lender's attorneys.

Because of this, and because time is now critical for obtaining this right-of-way for the construction of Arapaho Road, and because Council will not be meeting in July, staff recommends that in addition to the proposed land exchange on the Agenda, the City Manager's authority be broadened to include accepting a roadway, sidewalk and utilities easement along Quorum Drive, if offered, and, reducing the size of, or eliminating Parcel 7-R, in order to meet CarrAmerica's needs.

This should provide the flexibility needed to complete this transaction.

Cc: John Baumgartner, Director of Public Works

*Our item is on the  
Consent Agenda - It would  
have to be pulled and the  
above discussion offered.  
Jim*

**TOWN OF ADDISON  
PAYMENT AUTHORIZATION MEMO**

DATE 6/24/98

CLAIM # \_\_\_\_\_

CHECK AMOUNT \$ 962.<sup>00</sup>

Vendor No. \_\_\_\_\_

Vendor Name Chicago Title

Address 350 N. St. Paul, Suite 250

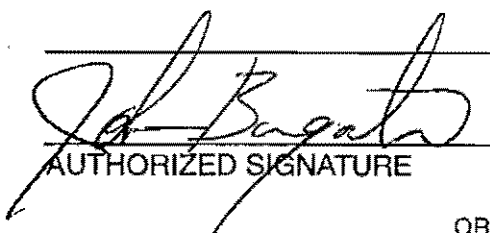
Address Dallas

Address TX

Zip Code 75201

INVOICE # OR DESCRIPTION	FUND	DEPT	OBJ	PROJ	SAC	AMOUNT
	(00)	(000)	(00000)	(00000)	(000)	(0000.00)
See attached	41	000	58110	42302		962. <sup>00</sup>
<b>TOTAL</b>						<b>\$ 962.<sup>00</sup></b>

EXPLANATION Land acquisition - Carr - America  
Arapaho

  
AUTHORIZED SIGNATURE

FINANCE



**EXCHANGE STATEMENT**

Date: June 26, 1998

GF No.: 98-M-492605-SEJ

**Exchange From:** TOWN OF ADDISON  
Public Works Department  
16801 Westgrove  
P.O. Box 9101  
Addison, TX 75001-9010

**To:** CARRAMERICA REALTY, L.P., a Delaware limited  
partnership  
1700 Pennsylvania Avenue N.W.  
Suite 700  
Washington, DC 20006

**Property:** Exchange of .0848 acres and .033 acres from CarrAmerica for .1034 from Town of Addition  
Addison, TX

Exchange Value of the .1034 Acres Owned by Town of Addison . . . . . \$20,000.00

**Total Reimbursements/Credits . . . . . \$20,000.00**

**Gross Amount Due to Seller . . . . . \$20,000.00**

**Less: Charges and Deductions**

Fees to Chicago Title Insurance Company . . . . . \$962.00

Owner Policy with Survey Deletion for the Town of Addison . . . . . \$416.00

Owner's Policy with Survey Deletion for CarrAmerica . . . . . \$416.00

Tax Certificate . . . . . \$80.00

Delivery/Courier . . . . . \$50.00

Exchange Value of the .033 acres and .0848 acres owned by CarrAmerica . . . . . \$20,000.00

**Total Charges and Deductions . . . . . \$20,962.00**

**Net Amount Due By Exchangor . . . . . \$962.00**

Seller Understands the Closing or Escrow Agent has assembled this information representing the transaction from the best information available from other sources and cannot guarantee the accuracy thereof. Any real estate agent or lender involved may be furnished a copy of this statement.

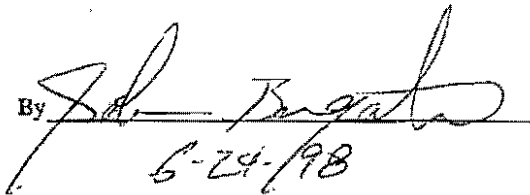
Seller understands that tax and insurance prorations and reserves were based on figures for the preceding year or supplied by others or estimates for current year, and in the event of any change for current year, all necessary adjustments must be made between Purchaser and Seller direct.

The undersigned hereby authorizes Chicago Title Insurance Company to make expenditure and disbursements as shown above and approves same for payment. The undersigned also acknowledges receipt of Loan Funds, if applicable, in the amount shown above and a receipt of a copy of this Statement.

Chicago Title Insurance Company

TOWN OF ADDISON

By \_\_\_\_\_  
Sue Jackson Johnson

By   
6-24-98

# Chicago Title

Dallas Direct

## FAX TRANSMITTAL

*The materials enclosed with this facsimile transmission are private and confidential and are the property of the sender. The information contained in the material is privileged and is intended only for the use of the individuals(s) or entities(s) named below. If you are not the intended recipient, be advised that any unauthorized disclosure copying, distribution or the taking of any action in reliance on the contents of this information is strictly prohibited. If you have received this facsimile transmission in error, please immediately notify us by telephone to arrange for return of the forwarded documents to us.*

**TO:** Jim Peirce 972-450-2837  
Hardy E. Thompson, III 214-672-2020

**FROM:** Sara Walser  
Assistant to Sue Jackson Johnson  
Assistant Vice President

**RE:** CarrAmerica/Town of Addison land swap

Please find a preliminary Exchange Statement for your review. Please call me with any additional numbers or comments.

Number of Pages: 2

Date: June 23, 1998

Time: 3:03 pm

Main Office  
350 N. St. Paul, Suite 250  
Dallas, Texas 75201  
Phone: 214-720-4000  
Fax: 214-965-1625

*Alyssa -  
Please prepare  
a fam for  
this -  
John will  
Sign  
re Arapaho Rd  
CarrAmerica Land  
Exchange  
Jim*

**EXCHANGE STATEMENT**

Date: June 26, 1998

GF No.: 98-M-492605-SEJ

Exchange From: **TOWN OF ADDISON**  
Public Works Department  
16801 Westgrove  
P.O. Box 9101  
Addison, TX 75001-9010

To: **CARRAMERICA REALTY, L.P.**, a Delaware limited  
partnership  
1700 Pennsylvania Avenue N.W.  
Suite 700  
Washington, DC 20006

Property: Exchange of .0848 acres and .033 acres from CarrAmerica for .1034 from Town of Addison  
Addison, TX

Exchange Value of the .1034 Acres Owned by Town of Addison . . . . . \$20,000.00

Total Reimbursements/Credits . . . . . \$20,000.00  
Gross Amount Due to Seller . . . . . \$20,000.00

**Less: Charges and Deductions**

Fees to Chicago Title Insurance Company . . . . . \$962.00  
Owner Policy with Survey Deletion for the Town of Addison . . . . . \$416.00  
Owner's Policy with Survey Deletion for CarrAmerica . . . . . \$416.00  
Tax Certificate . . . . . \$80.00  
Delivery/Courier . . . . . \$50.00

Exchange Value of the .033 acres and .0848 acres owned by CarrAmerica . . . . . \$20,000.00

Total Charges and Deductions . . . . . \$20,962.00  
Net Amount Due By Exchangor . . . . . \$962.00

Seller Understands the Closing or Escrow Agent has assembled this information representing the transaction from the best information available from other sources and cannot guarantee the accuracy thereof. Any real estate agent or lender involved may be furnished a copy of this statement.

Seller understands that tax and insurance prorations and reserves were based on figures for the preceding year or supplied by others or estimates for current year, and in the event of any change for current year, all necessary adjustments must be made between Purchaser and Seller direct.

The undersigned hereby authorizes Chicago Title Insurance Company to make expenditure and disbursements as shown above and approves same for payment. The undersigned also acknowledges receipt of Loan Funds, if applicable, in the amount shown above and a receipt of a copy of this Statement.

Chicago Title Insurance Company

TOWN OF ADDISON

By \_\_\_\_\_  
Sue Jackson Johnson

By \_\_\_\_\_

TOWN OF  
**ADDISON**

**PUBLIC WORKS**

To: Hardy Thompson

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

Company: Cowles & Thompson

FAX #:                     

Date: 6-23-98

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

# of pages (including cover): 4

Re: Car America - Revised Affidavit -

- Original in mail       Per your request       FYI       Call me

Comments: I assume this is OK  
now - Please advise

Jim

# Chicago Title

*Dallas Direct*

## FAX TRANSMITTAL

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**TO:** James C. Pierce, Jr. Town of Addison 972-450-2837

**FROM:** Sue Jackson Johnson  
Assistant Vice President

**RE:** Our GF# 98-M-492660-SEJ  
.1034 acres in the McLean Tract Addition, Addison, Texas

**Revised Affidavit as to Debts and Liens.**

**Number of Pages:** 3

**Date:** June 22, 1998

**Time:** 5:10pm

**Main Office  
350 N. St. Paul, Suite 250  
Dallas, Texas 75201  
Phone: 214-720-4000  
Fax: 214-965-1625**

**AFFIDAVIT AS TO DEBTS AND LIENS and PARTIES IN POSSESSION  
(Sale Corporation or Partnership)**

Property Address: 0.1034 Acres in the Town of Addison, Dallas County, TX      GF#:98-M-492860-SEJ

BEFORE ME, the undersigned authority, on this day, personally appeared the undersigned (hereinafter called AFFIANT)(whether one or more) and each on his oath, deposes and says, as follows:

1. **Town of Addison** (hereinafter called SELLER) is the owner of the following described property, to wit:

SEE ATTACHED DESCRIPTION

2. Seller is desirous of selling the above described property and has requested CHICAGO TITLE INSURANCE COMPANY to issue certain Title Insurance Policies, as appropriate.

3. In connection with the issuance of such policies, Affiant makes the following statements of fact:

- a. That Seller owes no past due Federal or State taxes and that there are no delinquent Federal assessments presently existing against Seller, and that no Federal or State liens have been filed against Seller.
- b. That there are no delinquent State, County, City, School District, Water District, or other governmental agency taxes due or owing against said property and that no tax suit has been filed by any State, County, City, School District, Water District, or other governmental agency for taxes levied against said property.
- c. All improvements have been completed in a workmanlike manner, if any, and all labor and materials used in the construction of such improvements, if any, on the above described property have been paid for and there are now no unpaid labor or material claims against the improvements or repairs, if any, on the property upon which same are situated, and Affiant hereby declares that all sums of money due for the erection of improvements, if any, have been fully paid and satisfied and there are no Mechanic's or Materialman's liens against the hereinabove described property.
- d. That no paving assessment or lien has been filed against the hereinabove described property, and Seller owes no paving charges.
- e. That there are no judgment liens against Seller.
- f. That there are no suits pending against Seller in Federal or State Court.
- g. That Affiant knows of no adverse claim to the hereinabove described property and that so far as Affiant knows there are no encroachments or boundary conflicts.
- h. Seller has not heretofore sold, contracted to sell or conveyed any part of said property other than in connection with this sale.
- i. No unpaid debts for electric or plumbing fixtures, water heaters, floor furnaces, air conditioners, radio or television antennae, carpeting, rugs, lawn sprinkling systems, venetian blinds, window shades, draperies, electric appliances, fences, street paving, or any personal property or fixtures that are located on the subject property described above, and that no such items have been purchased on time payment contracts, and there are no security interests on such property secured by financing statements, security agreement or otherwise except the following:

Secured Party

Approximate Amount

NONE

- j. No loans or indebtedness of any kind on such property except the following:

Creditor

Approximate Amount

NONE

4. Affiant(s) and/or affiant(s) predecessors in title have not:  
 (i) entered into any oral or written lease agreements;  
 (ii) given permission to use, occupy, or enter, or  
 (iii) otherwise granted or suffered any possessory rights of any nature whatsoever which are presently existing as of this date except to NONE

4a. In the ordinary course of its municipal activities, the Town of Addison becomes a party to a variety of litigation matters including such things as condemnation suits, tort claims, and municipal prosecutions including code enforcement and traffic violations too numerous to list. Addison is not a party to any pending litigation which involves or is anticipated to involve any claims regarding the property involved in this transaction.

As a municipality, Addison's property is protected from most lien claims under section 43.002 of the Texas Property Code, which provides in pertinent part that "...the real property of a political subdivision of the state are exempt from attachment, execution, and forced sale. A judgment lien or abstract of judgment may not be filed or perfected against a political subdivision of the state on property owned by ...a political subdivision of the state: any such judgment lien or abstract of judgment is void and unenforceable."

Further, affiant(s) state(s) that he/she/they is/are familiar with the Property and that he/she/they know(s) that there is no person (whether one or more) occupying, using, or claiming the Property or any part thereof, adversely or hostilely, or under any claim or color of title whatever; and further state(s) with respect to the above representation that his/her/their knowledge of the Property is such that were such person in such possession, occupation or use, he/she/they would have knowledge of it.

5. Affiant recognizes that but for the making of the hereinabove statement of facts relative to the hereinabove described property CHICAGO TITLE INSURANCE COMPANY would not issue either its OWNER'S or MORTGAGEE'S Title Insurance Policy on said property, and that such statements have been made as a material inducement for the issuance of such policies.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_.

**TOWN OF ADDISON**

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

**SUBSCRIBED AND SWORN TO BEFORE ME**, the undersigned authority, by the said \_\_\_\_\_  
 \_\_\_\_\_ for \_\_\_\_\_ on behalf of  
 said corporation to certify which, witness my hand this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_.

\_\_\_\_\_  
 Notary Public \_\_\_\_\_  
 Commission Expires \_\_\_\_\_

MODE = TRANSMISSION

START=06-23 05:10PM

END=06-23 05:13PM

NO.	COM	SPEED NO	STATION NAME/ TELEPHONE NO.	PAGES
001	OK	2	9 214 672 2020	004

-Addison Svc Ctr -Upstairs-

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





Post Office Box 9010 Addison, Texas 75001-9010

5300 Belt Line Road

(972) 450-7000  
FAX (972) 450-7043

June 22, 1998

Ms. Marilyn Lucas  
CarrAmerica Realty Corporation  
1850 K Street, NW  
Washington, D.C. 20006

RE: CarrAmerica building at 5025 Arapaho Road, Addison, TX

Dear Ms. Lucas:

The CarrAmerica building, located at 5025 Arapaho Road, was built in the Commercial zoning district. As best we can determine, the building met the regulations when it was constructed. At that time, the district zoning regulations required a twenty-five foot setback for the front yard. There was no setback required for side or rear yards. The front yard was defined at the yard against the street that was adjacent to the front door of the building (Arapaho Road).

The ordinance was amended in 1991 to add a new provision that states:

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

Therefore, a twenty-five foot setback must now be provided against all public streets.

Without considering the land exchange being proposed by the Town, the property currently has a fifteen-foot setback, which would be considered "legal non-conforming" because it was legal at the time the building was constructed.

Letter to Ms. Marilyn Lucas  
June 22, 1998

Page 2

The Town of Addison frequently encounters situations in which buildings have become non-conforming due to a change in regulations or a taking of property for right-of-way. The Town does not plan to pursue any action regarding this setback against you or any future property owners. The matter can be resolved through either a change to the zoning classification for the tract or the approval of a variance. However, the staff does not have the authority to change the zoning regulations or grant a variance. If CarrAmerica chooses to apply for a variance, the Town will assist in every way possible and will verify that the regulations were changed after the building was constructed.

Please contact me at 972-450-7018 if you need additional information.

Sincerely,



Carmen Moran  
Director of Development Services

Town of Addison  
P.O. Box 9010  
Addison, TX 75001  
972-450-7018  
Fax: 972-450-7043

**TOWN OF ADDISON**

# Fax

To: ~~Marilyn Lucas~~ *Jim Pierce* From: Carmen Moran

Fax: ~~202-738-1500~~ *430-2837* Pages: 3, including this page

Phone: Date: 08/22/98

Re: Letter for 5025 Arapaho CC:

Urgent     For Review     Please Comment     Please Reply     Please Recycle

*Jim,  
Sent this  
yesterday  
afternoon*

TOWN OF  
**ADDISON**

*Faxed*

**PUBLIC WORKS**

To: Sara Walzer

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

Company: Chicago Title

FAX #: 214-965-1625

Date: 6-22-98

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

# of pages (including cover): 3

Re: Carr America - Affidavit as to Debts and Liens, . . . .

Original in mail

Per your request

FYI

Call me

Comments: Information from our attorney  
regarding the above. If you  
can add the paragraph it will  
be ready to sign.

Thanks,

Jem

**COWLES & THOMPSON, PC**

Attorneys at Law  
Suite 4000, 901 Main Street  
Dallas, TX 75202-3793  
Telephone (214) 672-2000  
Fax (214) 672-2020

**FACSIMILE COVER PAGE**

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

Date: June 22, 1998 Time: \_\_\_\_\_

Total Number of Pages (including this sheet): 2

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

TO: (1) Jim Pierce FAX: (972) 450-2837  
(2)  
(3)

FROM: Ken Dippel Direct Dial #: (214) 672-2158

**MESSAGE:** Jim, The attached language should be incorporated into the Affidavit as to Debts and Liens and Parties in Possession in connection with the Carr America Land Exchange. The attached should be inserted as paragraph 4a. on page 2 of the affidavit.

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

Thank you.

### Statement Regarding Pending Litigation

In the ordinary course of its municipal activities, the Town of Addison becomes a party to a variety of litigation matters including such things as condemnation suits, tort claims, and municipal prosecutions including code enforcement and traffic violations too numerous to list. Addison is not a party to any pending litigation which involves or is anticipated to involve any claims regarding the property involved in this transaction.

As a municipality, Addison's property is protected from most lien claims under section 43.002 of the Texas Property Code, which provides in pertinent part that "...the real property of a political subdivision of the state are exempt from attachment, execution, and forced sale. A judgment lien or abstract of judgment may not be filed or perfected against...a political subdivision of the state on property owned by ... a political subdivision of the state; any such judgment lien or abstract of judgment is void and unenforceable."

MODE = TRANSMISSION

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-Addison Svc Ctr -Upstairs-

TOWN OF  
**ADDISON**

**PUBLIC WORKS**

To: Hardy Thompson

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

Company: Cowles & Thompson

Assistant City Engineer

Phone: 972/450-2879

FAX: 972/450-2837

FAX #: \_\_\_\_\_

Date: 6-18-98

16801 Westgrove

P.O. Box 9010

Addison, TX 75001-9010

# of pages (including cover): 3

Re: Carr America Land Exchange / Affidavit

Original in mail

Per your request

FYI

Call me

Comments:

I received the attached from Sue Walser / Chicago Title that will need to be signed by us -

Please review

Jim

Jim

This is OK to sign once we make disclosure of a pending suit ---  
La Taste matter - Ken Don Sim has facts on that.



### AFFIDAVIT AS TO DEBTS AND LIENS and PARTIES IN POSSESSION (Sale Corporation or Partnership)

Property Address:

GR:98-M-482960-BEJ

BEFORE ME, the undersigned authority, on this day, personally appeared the undersigned (hereinafter called AFFIANT)(whether one or more) and each on his oath, deposes and says, as follows:

1. Town of Addison (hereinafter called SELLER) is the owner of the following described property, to wit:

SEE ATTACHED DESCRIPTION

2. Seller is desirous of selling the above described property and has requested CHICAGO TITLE INSURANCE COMPANY to issue certain Title Insurance Policies, as appropriate.

3. In connection with the issuance of such policies, Affiant makes the following statements of fact:

- a. That Seller owes no past due Federal or State taxes and that there are no delinquent Federal assessments presently existing against Seller, and that no Federal or State liens have been filed against Seller.
- b. That there are no delinquent State, County, City, School District, Water District, or other governmental agency taxes due or owing against said property and that no tax suit has been filed by any State, County, City, School District, Water District, or other governmental agency for taxes levied against said property.
- c. All improvements have been completed in a workmanlike manner, if any, and all labor and materials used in the construction of such improvements, if any, on the above described property have been paid for and there are now no unpaid labor or material claims against the improvements or repairs, if any, on the property upon which same are situated, and Affiant hereby declares that all sums of money due for the erection of improvements, if any, have been fully paid and satisfied and there are no Mechanic's or Materialmen's liens against the hereinabove described property.
- d. That no paving assessment or lien has been filed against the hereinabove described property, and Seller owes no paving charges.
- e. That there are no judgment liens against Seller.
- f. That there are no suits pending against Seller in Federal or State Court.
- g. That Affiant knows of no adverse claim to the hereinabove described property and that so far as Affiant knows there are no encroachments or boundary conflicts.
- h. Seller has not heretofore sold, contracted to sell or conveyed any part of said property other than in connection with this sale.
- i. No unpaid debts for electric or plumbing fixtures, water heaters, floor furnaces, air conditioners, radio or television antennas, carpeting, rugs, lawn sprinkling systems, venetian blinds, window shades, draperies, electric appliances, fences, street paving, or any personal property or fixtures that are located on the subject property described above, and that no such items have been purchased on time payment contracts, and there are no security interests on such property secured by financing statements, security agreement or otherwise except the following:

Secured Party	Approximate Amount
NONE	

j. No loans or indebtedness of any kind on such property except the following:

Creditor	Approximate Amount
NONE	

- 4. Affiant(s) and/or affiant(s) predecessors in title have not:
  - (i) entered into any oral or written lease agreements;
  - (ii) given permission to use, occupy, or enter, or
  - (iii) otherwise granted or suffered any possessory rights of any nature whatsoever which are presently existing as of this date except to NONE

Further, affiant(s) state(s) that he/she/they is/are familiar with the Property and that he/she/they know(s) that there is no person (whether one or more) occupying, using, or claiming the Property or any part thereof, adversely or hostilely, or under any claim or color of title whatever; and further state(s) with respect to the above representation that his/her/their knowledge of the Property is such that were such person in such possession, occupation or use, he/she/they would have knowledge of it.

5. Affiant recognizes that but for the making of the hereinabove statement of facts relative to the hereinabove described property CHICAGO TITLE INSURANCE COMPANY would not issue either its OWNER'S or MORTGAGEE'S Title Insurance Policy on said property, and that such statements have been made as a material inducement for the issuance of such policies.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

**TOWN OF ADDISON**

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

SUBSCRIBED AND SWORN TO BEFORE ME, the undersigned authority, by the said \_\_\_\_\_  
 \_\_\_\_\_ for \_\_\_\_\_ on behalf of  
 said corporation to certify which, witness my hand this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

Notary Public \_\_\_\_\_  
 Commission Expires \_\_\_\_\_

6-22-98

Ron Conway -

Got Plats from Title Co

15' Building Line

Came with Realignment of Quorum Drive -

Recorded

p 2784

p 2789

Plat

Vol 82025

Oct 81

Jan '82

McLean  
Tract

Before new arroyos

Tommy  
Blair

15' building line -

15' setback

Didn't show on the plat he made  
for us - he should have

20' Build line on South

**Jim Pierce**

**From:** Jim Pierce  
**Sent:** Wednesday, June 17, 1998 3:12 PM  
**To:** Carmen Moran  
**Subject:** RE: Carramerica

When we first started out on this we were giving CarrAmerica more land than they were giving us. They did not want that (more taxes) and asked us to "even up" the land exchange. That is how we got to where we are. If we accept an easement, the "even up" purpose is defeated. Please call Mr. Dornic back and explain. We are ready to close now as far as paper work is concerned except for the Council resolution. Please call me and let me know outcome. Jim.

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

**From:** Carmen Moran  
**Sent:** Wednesday, June 17, 1998 2:48 PM  
**To:** Jim Pierce  
**Subject:** Carramerica

Jim, I mentioned the easement for street and utility purposes to John at staff meeting, and he said that would be fine. I called Myron Dornic and told him it would be O.K. I don't know if he had talked to Carramerica, or was just thinking about options. Carramerica may have some reason for not taking an easement that Myron doesn't know about. However, if they would take an easement, it would probably work for us.

I think I know why they are non-conforming now. The old ordinance for Commercial, the one they were built under, set a front yard of 25 feet, with no setback for a side or rear yard. The old ordinance did not have the provision that states: "if a lot runs from one street to another and has double frontage, a required front yard must be provided on both streets, such distance shall be measured from the property line." Therefore, the staff probably considered the Arapaho Road side as the front yard, and the Quorum Drive as the rear yard, which had a zero setback.

*Carmen - Apply for an  
As-Built Variance -*

*Dornic = Atty for Carr America  
Jenkins & Gilchrist*

Call from Mike

Carr America

6-19-98

<sup>re</sup> Affidavit / debts & liens

OK to sign

Once we make disclosure of a pending  
suit "LaCoste Matter"

Ken Dippel

Sim. Isrealoff

} have  
details

Tennants @ Airport have sued  
AATI and the Town  
City has been brought into the suite

We just have to disclose it

Should have no adverse affect

Carr America  
Questions/Comments

6-22-98

Set Back -

Original Commercial had no setback when lot ran from road to road except for the frontage road. Quorum would have had a zero setback. When the Ordinance was changed, a 25' setback was required on both streets.

So when ord. was changed, the parking structure along Quorum was non-conforming ( $\approx$  15' setback).

50 feet Carr would most likely be able to get a variance as a result of the land exchange if they desire to do so. Town would work with Carr and put in evidence of support. Probably would get a variance.

Setback along Spectrum is OK - letter sent to Seattle -

Fax 202-729-1060

Carr - Marilyn Lucas - 202-729-7589  
Scott Marboe - 202-778-8721

Comments to exchange agreement; deeds  
have been made. Surveying issue  
corrected or clarified.

City Council resolution - Gave Title  
to the one we have - # 5 don't  
match but approval of the concept is  
there - its OK with us.

The town has one suit pending -  
regarding a lease on the airport  
not really relevant but must be "closed".

Letter on Quorum North Protective Corp  
Sent to Title Co.

Letter Carr American Realty Corp  
1850 K St, NW  
Wash DC 20006  
Fax - 202-729-1060

Our Best Efforts

To Carme

6-22-98

Fax# 202-729-1060

Ms. Marilyn Lucas  
Carr America Realty Corporation  
1850 K Street, N.W.  
Washington, D.C. 20006

Re Variance for Carr America Building  
5025 Arapaho Road, Addison, TX

Dear Ms. Lucas:

When the above referenced Carr America building was built, the Commercial Zoning required a 25' setback from the street the building faced (Spectrum Drive). There was no setback required for side or rear yards.

~~This~~  
The old ordinance did not have the provision that states: "if a lot runs from one street to another and has double frontage, a required front yard must be provided on both streets, such distance shall be measured from the property line." Therefore, the staff probably considered the Arapaho Road side as the front yard, and the Quorum Drive as the rear yard, which had a zero setback.

The ordinance was changed in 1991 such that if a lot runs from one street to another, and has double frontage, a required front yard (25') must be provided on both streets (Spectrum and Quorum Drives).



Without considering the current land exchange, the property has a 15' setback which would be considered a legal non conforming use.

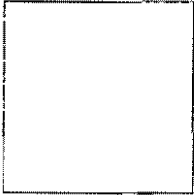
The Town of Addison frequently encounters situations such as this. The way to correct the situation is to apply for a variance. If CarrAmerica chooses to apply for a variance, the Town will assist in every way possible and will submit evidence to support the application.

Please contact me if you need additional information.

Sincerely

Carmen Moran

Director of Development Services



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

8333 Douglas Avenue, #820

Dallas, Texas 75225-5816

Fax (214) 361-0204

Phone (214) 361-7900

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

June 16, 1998

*John F/I*

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

Re: CarrAmerica Tract

Dear Mr. Pierce:

We are enclosing three copies of the plat for the right of way abandonment for the CarrAmerica property. This plat has been revised to show the limits of the building fronting on Spectrum Drive. The building appears to be constructed on the 25 foot building line.

Sincerely yours,

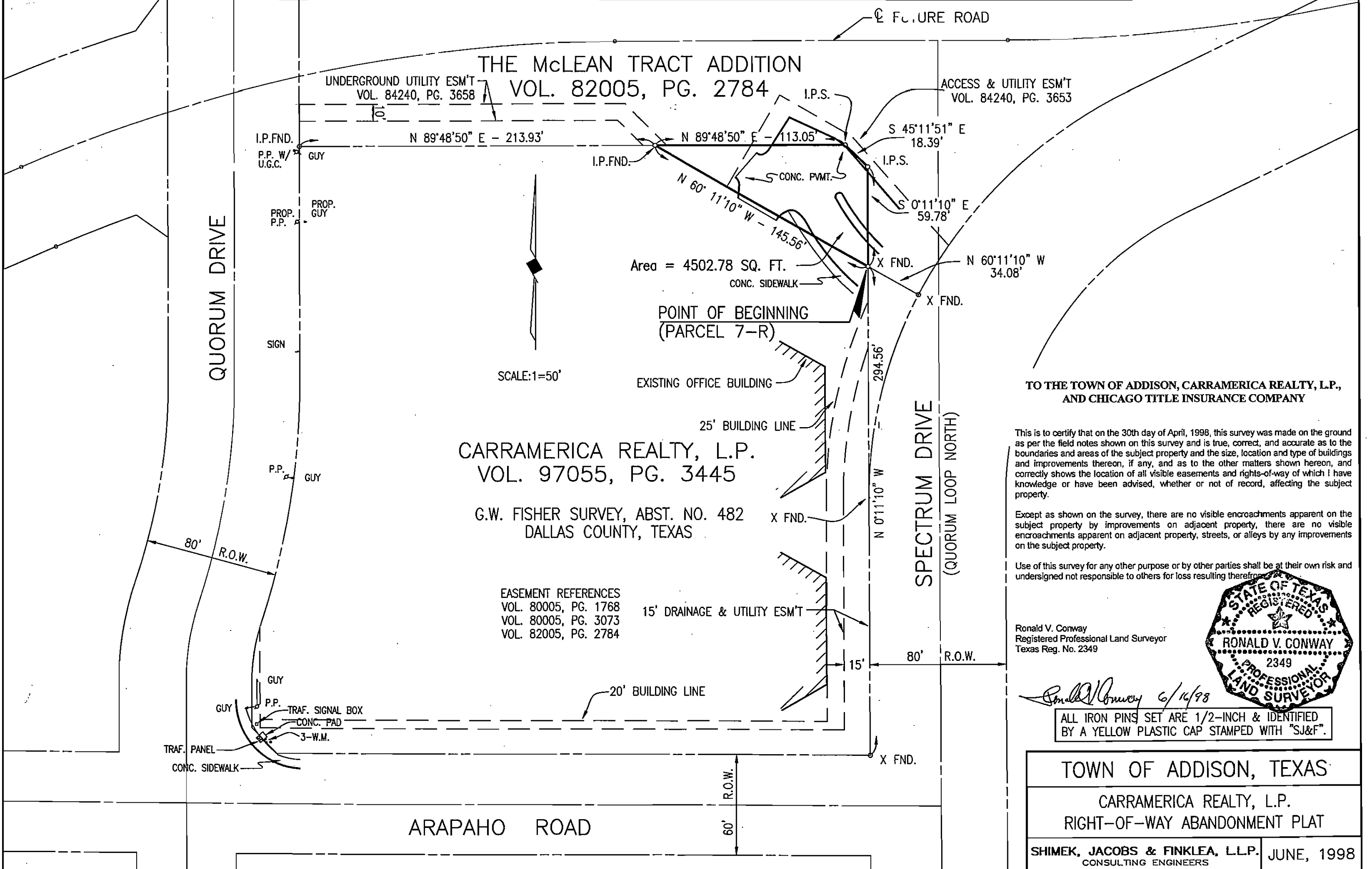
Ronald V. Conway, P.E.

Enclosures

THE McLEAN TRACT ADDITION  
VOL. 82005, PG. 2784

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

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



Area = 4502.78 SQ. FT.

POINT OF BEGINNING  
(PARCEL 7-R)

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

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

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

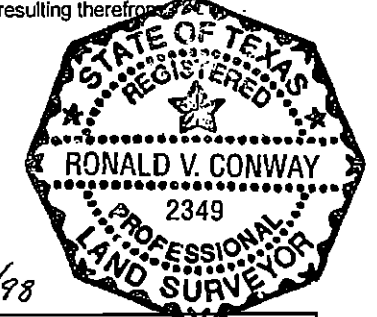
TO THE TOWN OF ADDISON, CARRAMERICA REALTY, L.P.,  
AND CHICAGO TITLE INSURANCE COMPANY

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

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

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

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



*Ronald V. Conway* 6/16/98

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

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

SCALE: 1=50'

CARRAMERI.DWG

06/16/98 RUL

TOWN OF  
**ADDISON**

**PUBLIC WORKS**

To: Sara Walser

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

Company: Chicago Title

FAX #: 214-965-1625

Date: 6-18-98

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

# of pages (including cover): 5

*Carr America*

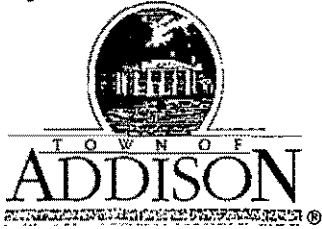
Re: Your GF# 98-M-492660-SEJ Addison

- Original in mail       Per your request       FYI       Call me

Comments: Attached is City Council Resolution  
regarding land exchange and letter  
from Quorum North Protective Corporation

I think you now have everything  
you need for closing. If not, please  
let me know.

Jim



Post Office Box 9010 Addison, Texas 75001-9010

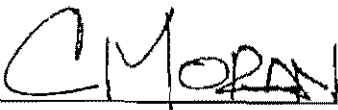
5300 Belt Line Road

(972) 450-7000  
FAX (972) 450-7043

**TO WHOM IT MAY CONCERN**

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

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

  
\_\_\_\_\_  
City Secretary

ATTEST:

SEAL

**RESOLUTION NO. R97-096**

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

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


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

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

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

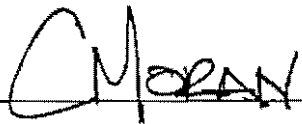
THAT, the City Council does hereby authorize the City Manager to proceed with the exchange of land for street right-of-way purposes located along Arapaho Road and Spectrum Drive. The Town requires two tracts of .003 acres and .033 acres respectively, and in exchange, will convey one tract of land .1592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

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



Mayor

ATTEST:



City Secretary

Quorum North Protective Corporation  
P.O. Box 820905  
Dallas, Texas  
214-373-4648 Fax: 214-373-6978

June 16, 1998

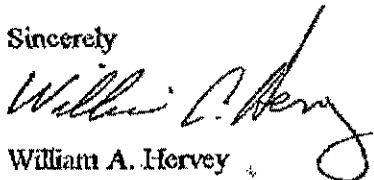
Mr. Jim Pierce  
Town of Addison  
5300 Beltline  
Addison, TX. 75240

Mr. Pierce:

This letter is to certify that The Town of Addison, owner of approximately 6.27 acres of land and Carr America, owner of Quorum North Office Bldg. are current with all dues and assessments owed to Quorum North Protective Corporation through the current billing period which ends June 30, 1998.

Please call with any questions.

Sincerely



William A. Hervey  
Corporate Administrator



MODE = TRANSMISSION

START=06-18 03:25PM

END=06-18 03:28PM

NO.	COM	SPEED NO	STATION NAME/ TELEPHONE NO.	PAGES
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-Addison Svc Ctr -Upstairs-

Quorum North Protective Corporation  
P.O. Box 820905  
Dallas, Texas  
214-373-4648 Fax: 214-373-6978

June 16, 1998

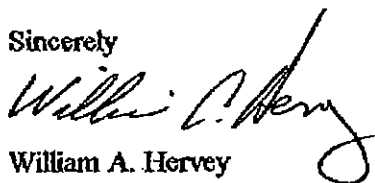
Mr. Jim Pierce  
Town of Addison  
5300 Beltline  
Addison, TX. 75240

Mr. Pierce:

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Please call with any questions.

Sincerely



William A. Hervey  
Corporate Administrator

**FAX COVER PAGE**

**To:** Jim Pierce  
Town of Addison

**Phone #:**  
**Fax #** 972-450-2834

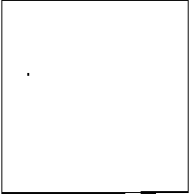
**From:** William A. Hervey  
W.A.H.-Tex Realty Services, Inc.  
P.O. Box 820905  
Dallas, Texas 75382

**Phone #:** 214-373-4648  
**Fax #:** 214-373-6978

**Date:** 6/17/98

**Length of Transmission:** 2 pages

**Comments:**



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

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

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

June 16, 1998

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

Re: CarrAmerica Tract

Dear Mr. Pierce:

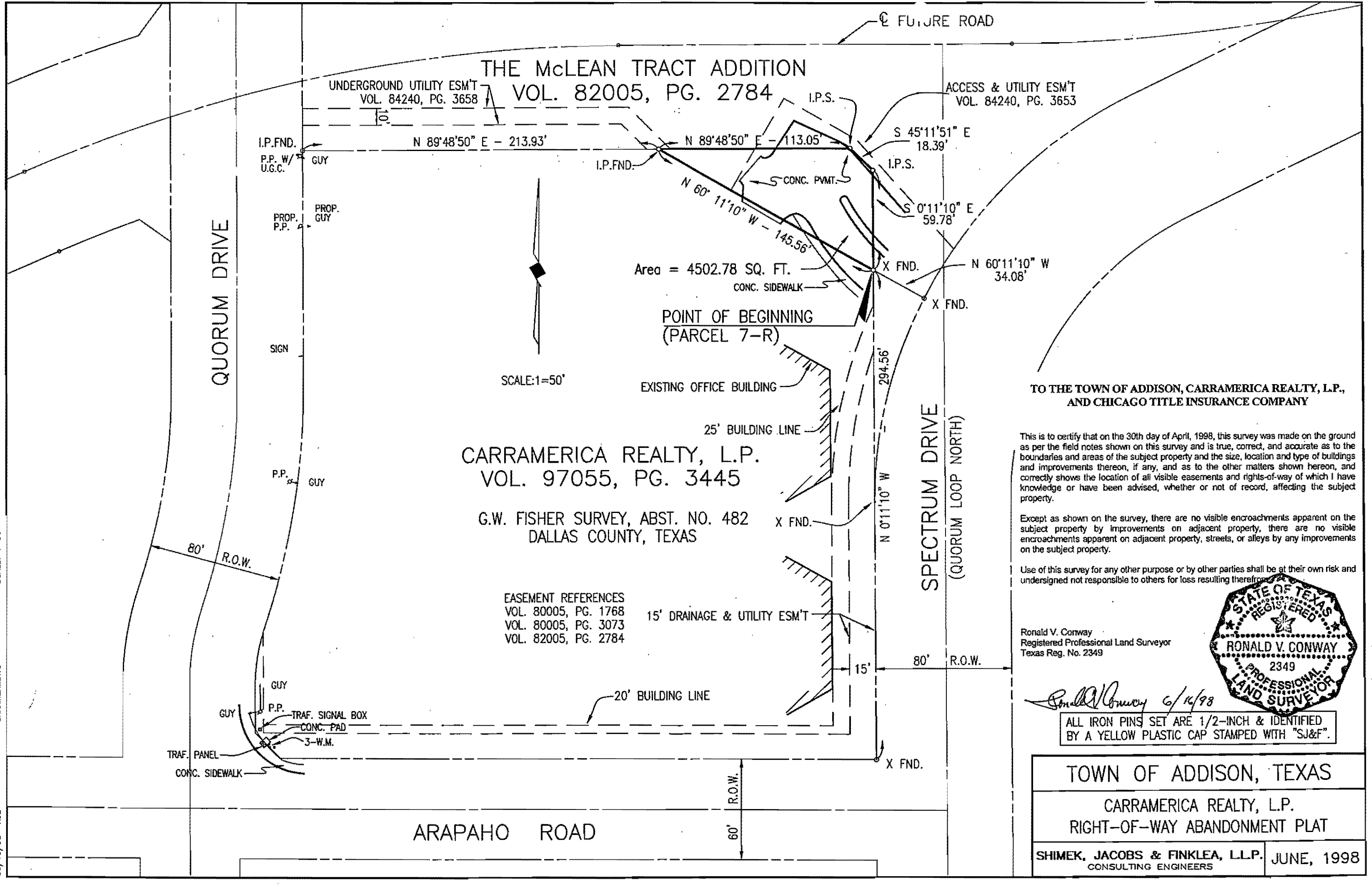
We are enclosing three copies of the plat for the right of way abandonment for the CarrAmerica property. This plat has been revised to show the limits of the building fronting on Spectrum Drive. The building appears to be constructed on the 25 foot building line.

Sincerely yours,

Ronald V. Conway, P.E.

Enclosures

SCALE: 1"=50'  
CARRAMERL.DWG  
06/16/98 RJL



THE McLEAN TRACT ADDITION  
VOL. 82005, PG. 2784

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

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

QUORUM DRIVE

SPECTRUM DRIVE  
(QUORUM LOOP NORTH)

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

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

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

Area = 4502.78 SQ. FT.

POINT OF BEGINNING  
(PARCEL 7-R)

EXISTING OFFICE BUILDING

25' BUILDING LINE

15' DRAINAGE & UTILITY ESM'T

20' BUILDING LINE

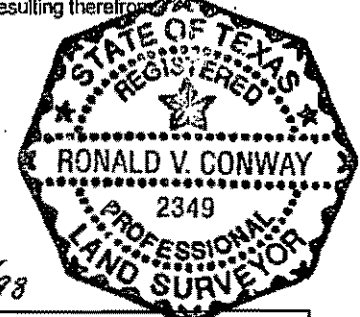
TO THE TOWN OF ADDISON, CARRAMERICA REALTY, L.P.,  
AND CHICAGO TITLE INSURANCE COMPANY

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

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

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

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



*Ronald V. Conway* 6/16/98

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

TOWN OF ADDISON, TEXAS

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

SHIMEK, JACOBS & FINKLEA, L.L.P. CONSULTING ENGINEERS  
JUNE, 1998

# Chicago Title

Dallas Direct

## FAX TRANSMITTAL

*The materials enclosed with this facsimile transmission are private and confidential and are the property of the sender. The information contained in the material is privileged and is intended only for the use of the individual(s) or entities(s) named below. If you are not the intended recipient, be advised that any unauthorized disclosure copying, distribution or the taking of any action in reliance on the contents of this information is strictly prohibited. If you have received this facsimile transmission in error, please immediately notify us by telephone to arrange for return of the forwarded documents to us.*

**TO:** Jim Peirce 972-450-2837  
Town of Addison

**FROM:** Sara Walser  
Assistant to Sue Jackson Johnson  
Assistant Vice President

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

CarrAmerica tells me the land swap may be closing the end of this week. There are a couple of documents I need you to provide me with before closing.

- 1) Estoppel Certificate from Quorum North Protective Corporation stating that all past dues, assessments and charges have been paid or an invoice for payment at closing of any past due assessments.
- 2) Corporate Resolution by the Board of Directors of Town of Addison authorizing the transaction;
- 3) Non-Foreign Affidavit. If you do not have an attorney, I can prepare one for you. Please let me know.

✓  
Scottie  
Don't  
Need  
Send to  
Hardy ✓

Attached please find our Affidavit as to Debts and Liens and Parties in Possession which we'll need signed at closing also.

Number of Pages: 3

Date: June 9, 1998

Time: 2:10 pm

Main Office  
350 N. St. Paul, Suite 250  
Dallas, Texas 75201  
Phone: 214-720-4000  
Fax: 214-965-1625

Bill Hervey  
214-373-4648  
call working  
6-16-98 5PM

# COWLES & THOMPSON

A PROFESSIONAL CORPORATION

ATTORNEYS AT LAW

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

TELEPHONE (214) 672-2000

METRO (972) 263-0005

FAX (214) 672-2020

CHARLES SORRELLS  
(1925-1982)

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

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

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

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

June 16, 1998

*JEP Copy*

Ms. Sue Jackson Johnson  
Chicago Title Company  
Suite 250  
350 North St. Paul  
Dallas, TX 75201

Re: Town of Addison - CarrAmerica Realty, L.P.

Dear Ms. Johnson:

Enclosed are the originals of the following documents:

1. Exchange Agreement between the Town of Addison and CarrAmerica Realty, L.P.
2. Special Warranty Deed from Town of Addison to CarrAmerica Realty, L.P.
3. Special Warranty Deed from CarrAmerica Realty, L.P. to Town of Addison.

Once the Closing has occurred, please have someone send me copies of the fully signed documents. If you have any questions or need additional information, please call me.

Sincerely,

  
Hardy E. Thompson, III

HET/mj  
Enclosures

cc: Mr. Jim Pierce  
w/encl.

State of Texas  
County of Dallas

§  
§  
§

**SPECIAL WARRANTY DEED**

**DATE:**

**GRANTOR'S NAME:** CarrAmerica Realty, L.P.

**GRANTEE'S NAME:** Town of Addison, Texas

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

**CONSIDERATION:**

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

**PROPERTY DESCRIPTION:**

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

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



**CONVEYANCE:**

Grantor, for the stated consideration, hereby grants, bargains, sells, transfers, assigns, and conveys to Grantee the Property, to have and hold the Property, subject to the Permitted Exceptions (defined below) to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever, and Grantor binds Grantor and Grantor's heirs, executors, administrators, successors and assigns to WARRANT and FOREVER DEFEND all and singular the Property, subject to the Permitted Exceptions to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty, when the claim is by, through or under Grantor but not otherwise.

**PERMITTED EXCEPTIONS**

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

**MISCELLANEOUS:**

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

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

CarrAmerica Realty, L.P., a Delaware Limited Partnership  
By: CarrAmerica Realty GP Holdings, Inc.,  
Its Sole General Partner

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_

Title: Senior Vice President

State of \_\_\_\_\_ §

§

County of \_\_\_\_\_ §

§

This instrument was acknowledged before me on this \_\_\_ day of \_\_\_\_\_, 1998, by \_\_\_\_\_, an authorized representative of CarrAmerica Realty GP Holdings, Inc., the Sole General Partner of CarrAmerica Realty, L.P., on behalf of said company.

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

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
Printed name:

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

PARCEL 6-1-R

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

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

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

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

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

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

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

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

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

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

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

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

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

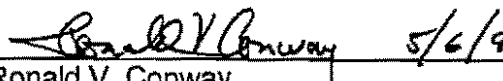
### SURVEYOR'S CERTIFICATE

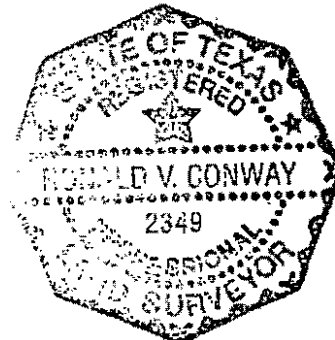
TO THE TOWN OF ADDISON, CARRAMERICA REALTY, L.P., AND CHICAGO TITLE INSURANCE COMPANY.

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

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

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

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



LAND DESCRIPTION

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

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

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

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

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

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

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

Permitted Reservations From and Exceptions to Conveyance and Warranty:

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

**Exhibit "C"**

State of Texas §  
County of Dallas §

**SPECIAL WARRANTY DEED**

**DATE:**

**GRANTOR'S NAME:** Town of Addison, Texas

**GRANTEE'S NAME:** CarrAmerica Realty, L.P.

**GRANTEE'S ADDRESS:** CarrAmerica Realty, L.P.  
1850 K Street, NW  
Washington, D.C. 20006

**CONSIDERATION:**

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

**PROPERTY DESCRIPTION:**

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

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

**CONVEYANCE:**

Grantor, for the stated consideration, hereby grants, bargains, sells, transfers, assigns, and conveys to Grantee the Property, to have and hold the Property, subject to the Permitted Exceptions (defined below) to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever, and Grantor binds Grantor and Grantor's heirs, executors, administrators and successors to WARRANT and FOREVER DEFEND all and singular the Property, subject to the Permitted Exceptions to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty, when the claim is by, through, or under Grantor but not otherwise.

**PERMITTED EXCEPTIONS**

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

**MISCELLANEOUS:**

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

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

Town of Addison

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_

Title:

State of Texas           §  
                                  §  
County of Dallas       §

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

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

\_\_\_\_\_  
Notary Public, State of Texas  
Printed name:

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

**TOWN OF ADDISON, TEXAS**

PARCEL 7-R

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

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

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

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

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

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

**SURVEYOR'S CERTIFICATE**

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

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

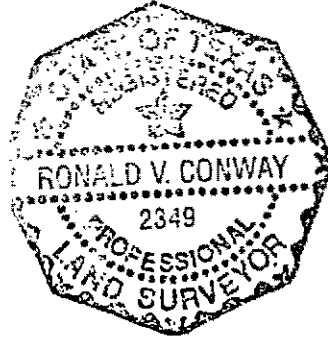


Except as shown on the survey, there are no visible encroachments apparent on the subject property by improvements on adjacent property, there are no visible encroachments apparent on adjacent property, streets, or alleys by any improvements on the subject property.

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

*Ronald V. Conway* 5/6/98

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



Permitted Reservations From and Exceptions to Conveyance and Warranty:

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

**Exhibit "B"**

## EXCHANGE AGREEMENT

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

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

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

**WHEREAS**, as part of the right-of-way dedication to Addison, the parties agree that it is in the best interest of each of them to exchange such tracts, each conveying to the other, as described below;

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

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

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

3. Closing shall occur at Chicago Title Company, 350 North St. Paul, Suite 250, Dallas, Texas 75201, attention Ms. Sue Jackson Johnson, 214-965-1664, on or before 12:00

o'clock noon on June \_\_\_\_, 1998. Addison agrees to pay all closing costs, including escrow fees, if any, incurred in connection with the exchange and conveyance of these tracts of real property. Each party shall pay its own attorney fees. If either party hereto desires to obtain an Owners Policy of Title Insurance in connection with its acquisition of a tract of real property pursuant hereto, the Town shall pay the cost and expense of such Owners Policy of Title Insurance.

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

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

WITNESS our hands this \_\_\_\_\_ day of \_\_\_\_\_, 1998.

CarrAmerica Realty, L.P., a Delaware Limited Partnership  
By: CarrAmerica Realty GP Holdings, Inc.,  
Its Sole General Partner

By: \_\_\_\_\_  
Authorized Representative

TOWN OF ADDISON

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

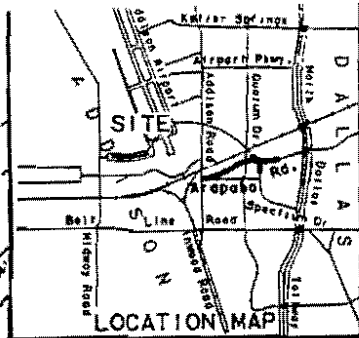
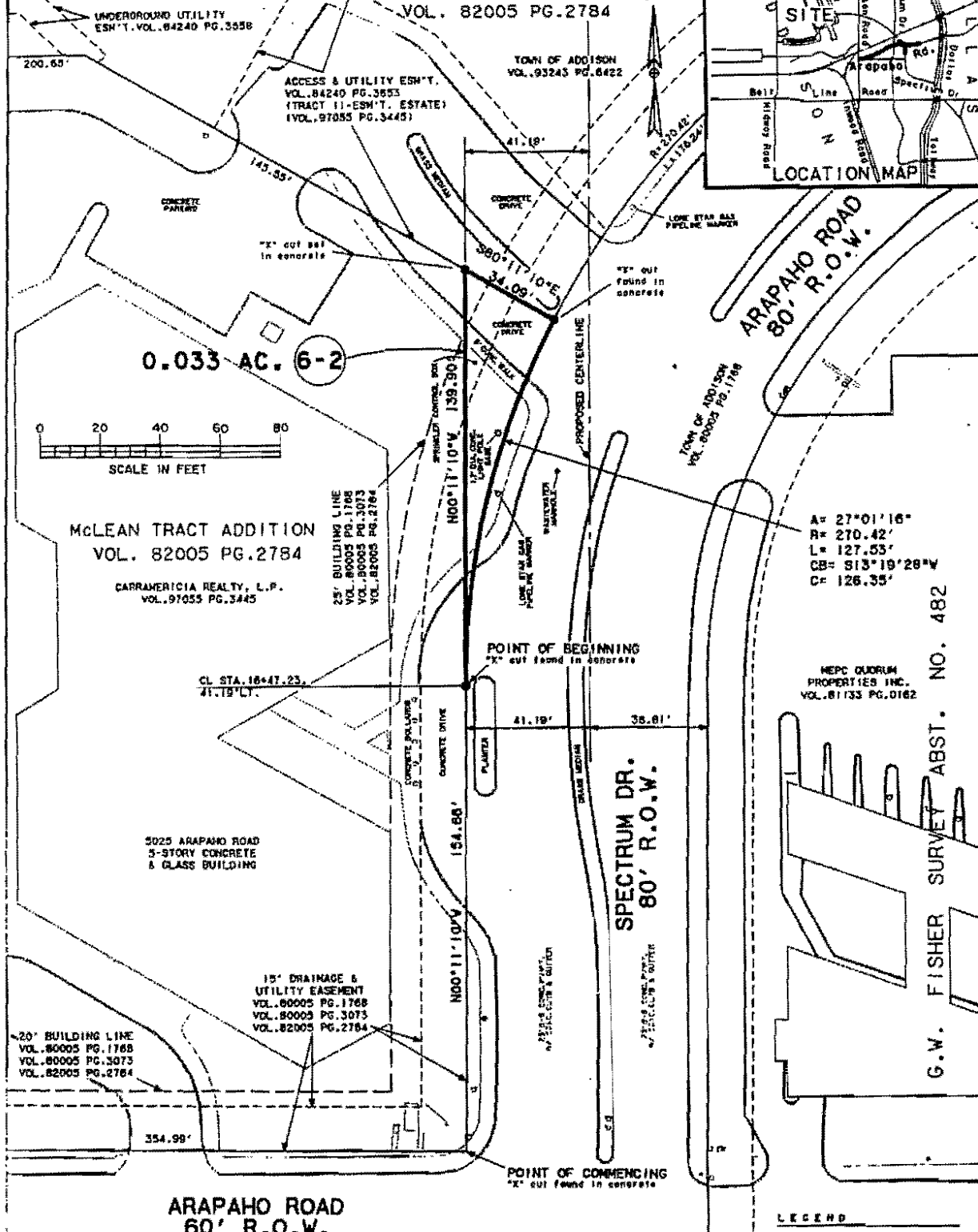
ATTEST:

\_\_\_\_\_  
Carmen Moran, City Secretary



6-2 CARRAMERICA REALTY, L.P.

McLEAN TRACT ADDITION  
VOL. 82005 PG.2784



0.033 AC. 6-2  
McLEAN TRACT ADDITION  
VOL. 82005 PG.2784  
CARRAMERICA REALTY, L.P.  
VOL. 91055 PG.3445

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

NEPC QUORUM  
PROPERTIES INC.  
VOL. 81133 PG.0162

G.W. FISHER SURVEY ABST. NO. 482

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

ARAPAHO ROAD  
60' R.O.W.

SPECTRUM DR.  
80' R.O.W.

To: Town of Addison, Carramerica Realty, L.P. and Chicago Title Insurance Company  
This is to certify that the above survey was made under my supervision on October 8, 1998  
and that the same and bounds shown thereon are true and correct to the best of my knowledge.  
The survey was made in compliance with the Commitment for Title Insurance issued by Chicago Title Insurance  
Company, of 150-N-192805-SE-1, effective date February 23, 1998, issued April 28, 1998 for  
all matters of record affecting the subject tract. The same's right-of-way and other matters  
of record affecting the subject tract are shown based on said title commitment.

For Huitt-Zollars, Inc.  
*Eric J. Haroudt* 4-30-98  
ERIC J. HAROUDT, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4862

BASIS OF BEARINGS: The bearing of S 00°00'00"E  
along the west right-of-way line of Quorum Drive  
is per deed to the Town of Addison, recorded in  
Volume 80079, Page 00027, Deed Records, Dallas  
County, Texas.

HUITT-ZOLLARS  
3151 HEWITNEY AVENUE, WHITE OAK  
DALLAS, TEXAS 75214-871-3311

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

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

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

PARCEL 6-1-R

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

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

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

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

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

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

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

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

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

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

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

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

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

### SURVEYOR'S CERTIFICATE

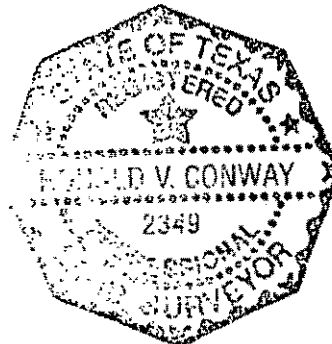
TO THE TOWN OF ADDISON, CARRAMERICA REALTY, L.P., AND CHICAGO TITLE INSURANCE COMPANY.

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

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

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





LAND DESCRIPTION

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

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

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

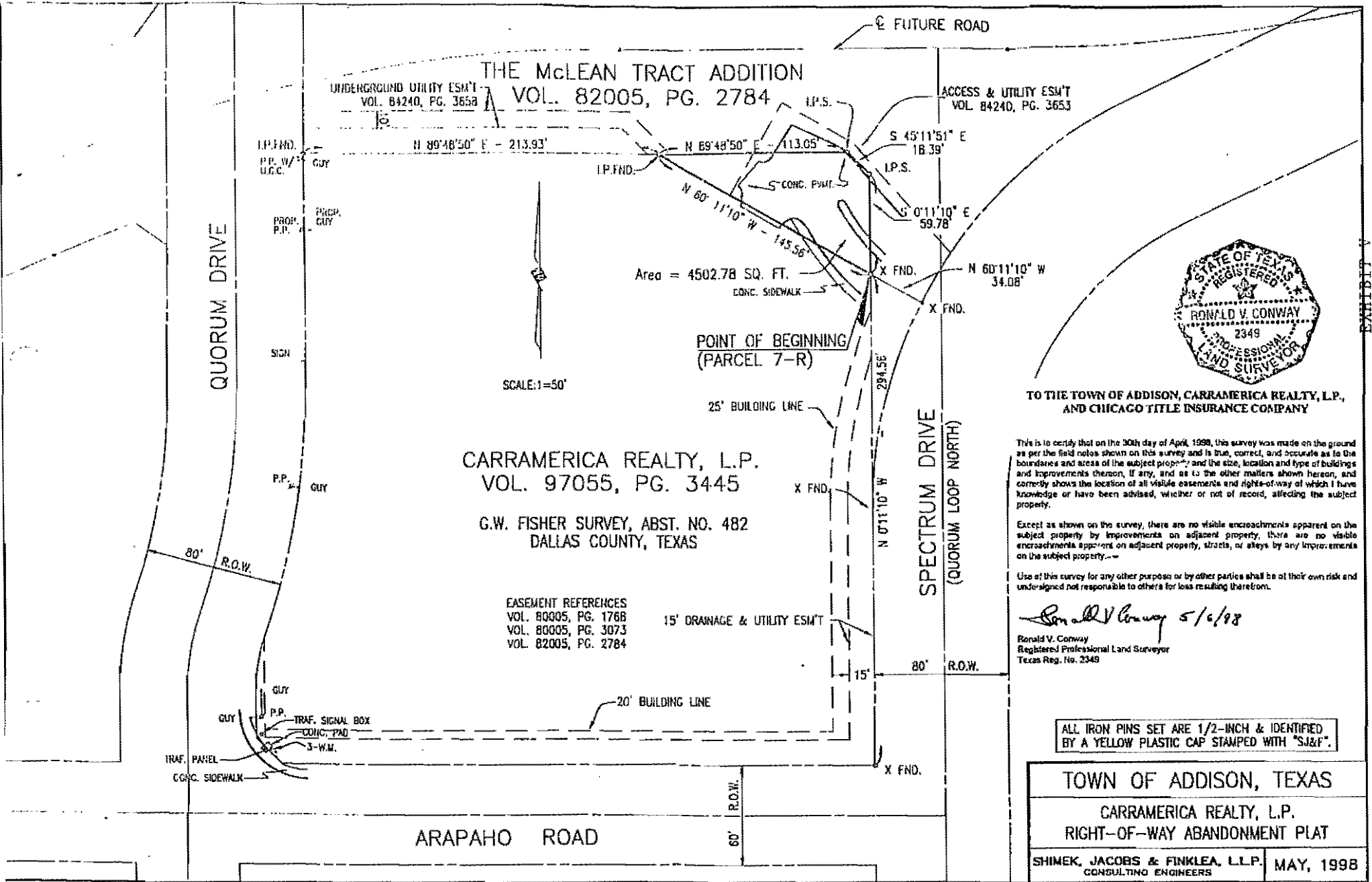
THENCE North 00 degrees 11 minutes 10 seconds West along the easterly line of said CarrAmerica tract and westerly right-of-way line of Spectrum Drive a distance of 154.66 feet to a cut "X" found in concrete for the POINT OF BEGINNING of this tract;

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

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

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

EXHIBIT IV



THE McLEAN TRACT ADDITION  
 VOL. 82005, PG. 2784

UNDERGROUND UTILITY ESM'T  
 VOL. 84240, PG. 365B

ACCESS & UTILITY ESM'T  
 VOL. 84240, PG. 365J

QUORUM DRIVE

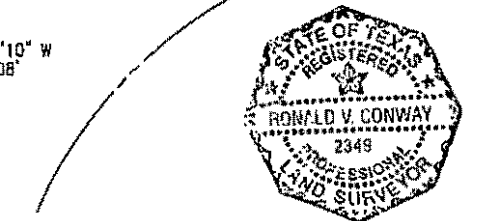
SPECTRUM DRIVE  
 (QUORUM LOOP NORTH)

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

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

EASEMENT REFERENCES  
 VOL. 80005, PG. 176B  
 VOL. 80005, PG. 3073  
 VOL. 82005, PG. 2784

15' DRAINAGE & UTILITY ESM'T



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

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

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

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

*Ronald V. Conway* 5/10/98

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

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

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

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

**TOWN OF ADDISON, TEXAS**

PARCEL 7-R

Being a parcel of land out of street right-of-way located in the Town of Addison, Texas and in the G.W. Fisher. Survey, Abstract No. 462, Dallas County, Texas and being over, under and across a remaining tract of land out of an original 9.645 acre tract of land in The McLean Tract Addition conveyed to the Town of Addison, Texas by deed now of record in Volume 82005, Page 2784 of the Deed Records of Dallas County, Texas, said right-of-way being more particularly described as follows:

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

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

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

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

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

**SURVEYOR'S CERTIFICATE**

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

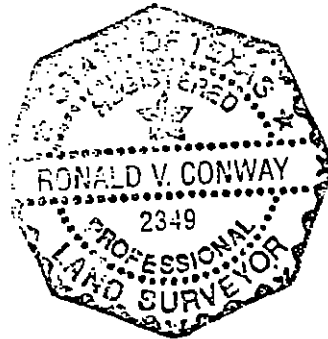
This is to certify that on the 30th day of April, 1998, this survey was made on the ground as per the field notes shown on this survey and is true, correct, and accurate as to the boundaries and areas of the subject property and the size, location and type of buildings and improvements thereon, if any,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

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

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

Ronald V. Conway 5/6/98

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



TOWN OF  
**ADDISON**

**PUBLIC WORKS**

To: Hardy Thompson  
Company: Cowles & Thompson

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

FAX #: \_\_\_\_\_

Date: 6-18-98

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

# of pages (including cover): 3

Re: Carr America Land Exchange / Affidavit

- Original in mail       Per your request       FYI       Call me

Comments: \_\_\_\_\_

I received the attached from  
Sue Walser / Chicago Title that  
will need to be signed by us -

Please review

Jam

**AFFIDAVIT AS TO DEBTS AND LIENS and PARTIES IN POSSESSION  
(Sale Corporation or Partnership)**

Property Address:

GF#:99-M-492660-SEJ

BEFORE ME, the undersigned authority, on this day, personally appeared the undersigned (hereinafter called AFFIANT)(whether one or more) and each on his oath, deposes and says, as follows:

1. **Town of Addison** (hereinafter called SELLER) is the owner of the following described property, to wit:

**SEE ATTACHED DESCRIPTION**

2. Seller is desirous of selling the above described property and has requested CHICAGO TITLE INSURANCE COMPANY to issue certain Title Insurance Policies, as appropriate.
3. In connection with the issuance of such policies, Affiant makes the following statements of fact:
- a. That Seller owes no past due Federal or State taxes and that there are no delinquent Federal assessments presently existing against Seller, and that no Federal or State liens have been filed against Seller.
  - b. That there are no delinquent State, County, City, School District, Water District, or other governmental agency taxes due or owing against said property and that no tax suit has been filed by any State, County, City, School District, Water District, or other governmental agency for taxes levied against said property.
  - c. All improvements have been completed in a workmanlike manner, if any, and all labor and materials used in the construction of such improvements, if any, on the above described property have been paid for and there are now no unpaid labor or material claims against the improvements or repairs, if any, on the property upon which same are situated, and Affiant hereby declares that all sums of money due for the erection of improvements, if any, have been fully paid and satisfied and there are no Mechanic's or Materialman's liens against the hereinabove described property.
  - d. That no paving assessment or lien has been filed against the hereinabove described property, and Seller owes no paving charges.
  - e. That there are no judgment liens against Seller.
  - f. That there are no suits pending against Seller in Federal or State Court.
  - g. That Affiant knows of no adverse claim to the hereinabove described property and that so far as Affiant knows there are no encroachments or boundary conflicts.
  - h. Seller has not heretofore sold, contracted to sell or conveyed any part of said property other than in connection with this sale.
  - i. No unpaid debts for electric or plumbing fixtures, water heaters, floor furnaces, air conditioners, radio or television antennae, carpeting, rugs, lawn sprinkling systems, venetian blinds, window shades, draperies, electric appliances, fences, street paving, or any personal property or fixtures that are located on the subject property described above, and that no such items have been purchased on time payment contracts, and there are no security interests on such property secured by financing statements, security agreement or otherwise except the following:

Secured Party

Approximate Amount

NONE

j. No loans or indebtedness of any kind on such property except the following:

Creditor

Approximate Amount

NONE

4. Affiant(s) and/or affiant(s) predecessors in title have not:  
(i) entered into any oral or written lease agreements;  
(ii) given permission to use, occupy, or enter, or  
(iii) otherwise granted or suffered any possessory rights of any nature whatsoever which are presently existing as of this date except to NONE

Further, affiant(s) state(s) that he/she/they is/are familiar with the Property and that he/she/they know(s) that there is no person (whether one or more) occupying, using, or claiming the Property or any part thereof, adversely or hostilely, or under any claim or color of title whatever; and further state(s) with respect to the above representation that his/her/their knowledge of the Property is such that were such person in such possession, occupation or use, he/she/they would have knowledge of it.

5. Affiant recognizes that but for the making of the hereinabove statement of facts relative to the hereinabove described property CHICAGO TITLE INSURANCE COMPANY would not issue either its OWNER'S or MORTGAGEE'S Title Insurance Policy on said property, and that such statements have been made as a material inducement for the issuance of such policies.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_.

**TOWN OF ADDISON**

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

**SUBSCRIBED AND SWORN TO BEFORE ME**, the undersigned authority, by the said \_\_\_\_\_  
\_\_\_\_\_ for \_\_\_\_\_ on behalf of  
said corporation to certify which, witness my hand this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_.

\_\_\_\_\_  
Notary Public \_\_\_\_\_  
Commission Expires \_\_\_\_\_

MODE = TRANSMISSION

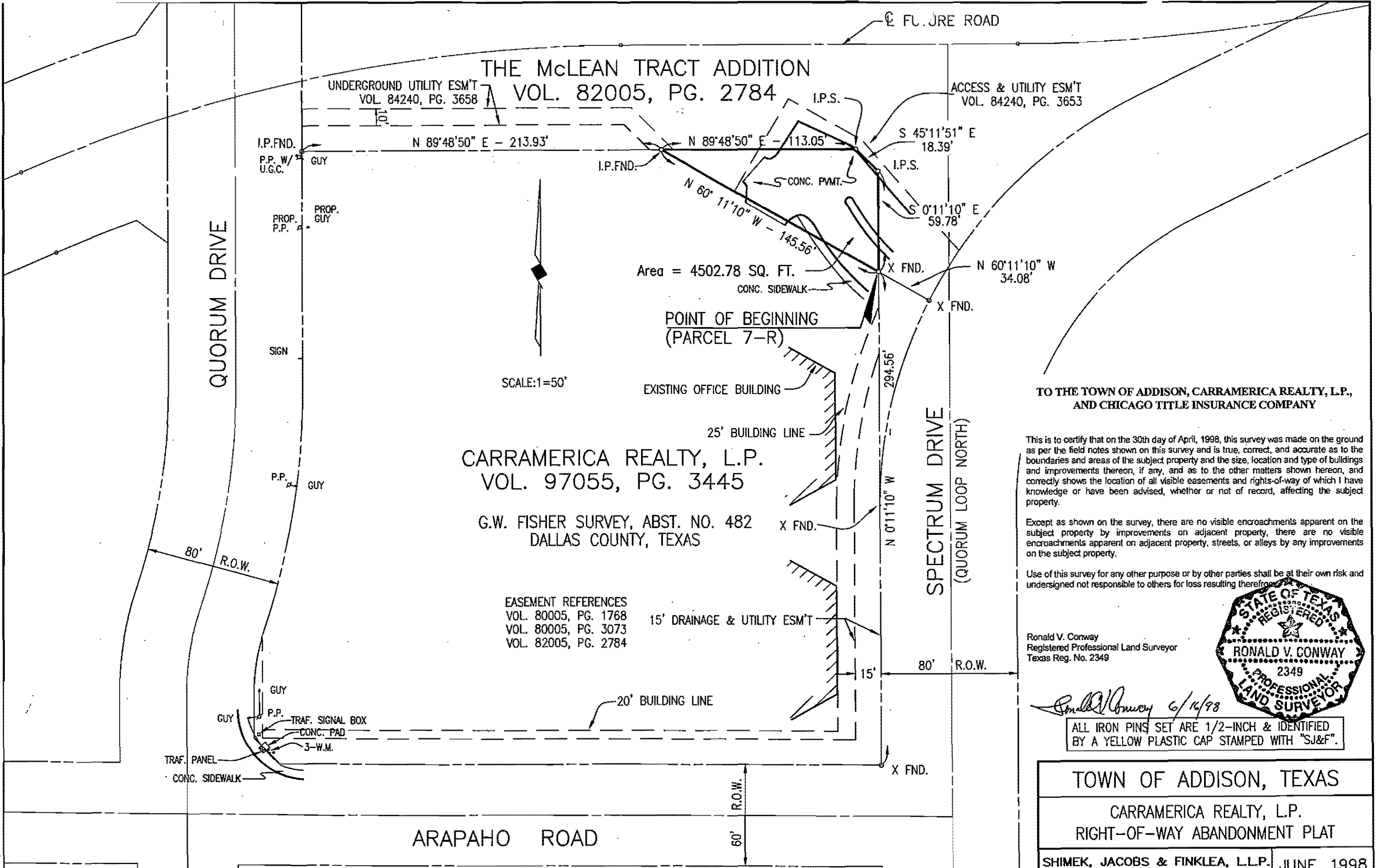
START=06-18 02:11PM

END=06-18 02:13PM

NO.	COM	SPEED NO	STATION NAME/ TELEPHONE NO.	PAGES
001	OK	*	9 214 672 2020	003

-Addison Svc Ctr -Upstairs-





THE McLEAN TRACT ADDITION  
VOL. 82005, PG. 2784

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

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

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

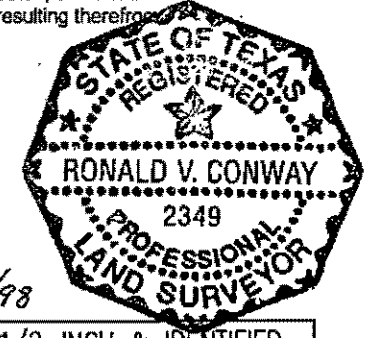
TO THE TOWN OF ADDISON, CARRAMERICA REALTY, L.P.,  
AND CHICAGO TITLE INSURANCE COMPANY

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

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

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



*Ronald V. Conway* 6/14/98

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

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

**Jim Pierce**

**From:** Carmen Moran  
**Sent:** Wednesday, June 17, 1998 9:34 AM  
**To:** Jim Pierce  
**Subject:** Carramerica right-of-way deal

I talked to Myron Dornic, an attorney doing some work for CarrAmerica. He asked if the right-of-way could be done through an easement for street purposes rather than a fee simple dedication. If we use an easement for street purposes, then the property line does not move and the setback would not be legal non-conforming. Have we considered an easement?

Carmen

*It would still be  
legal-non conforming -  
Setback @ present  $\approx$  15 feet.*

Jim Pierce

From: Carmen Moran  
Sent: Monday, June 15, 1998 1:48 PM  
To: Jim Pierce  
Subject: Contact number for Quorum North Association

Jim, I don't know who is running that association now, but I always call Marty Alleman, the manager of the Colonnade, at 972-851-7000. The Colonnade is active in the association, and he would know who you could get a letter from.

Carmen

Called Marty 6-16 & left word / Scottie will try to get a name & #

are we Bill Hervey 214-373-4648

Bill will Fax a letter today  
6-17-98

Carm would like something done on Quorum side -

commitment that we would work with Carm to get that done

Could get a variance:

Go to Bd of Zoning adjust

\$50 fee -

Probably would get

We put evidence in that will support

THE McLEAN TRACT ADDITION  
VOL. B2005, PG. 2784

② FUTURE ROAD

ACCESS & UTILITY ESM'T  
VOL. B4240, PG. 3653

POINT OF BEGINNING  
(PARCEL 6-1-R)

QUORUM DRIVE

CURVE DATA

$\Delta = 18^{\circ}40'21''$   
 $R = 460.00'$   
 $T = 75.53'$   
 $L = 149.91'$   
 $CB = N 9^{\circ}08'59'' E$   
 $CD = 149.25'$

CURVE DATA

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

CURVE DATA

$\Delta = 18^{\circ}40'21''$   
 $R = 470.00'$   
 $T = 77.27'$   
 $L = 153.17'$   
 $CB = S 9^{\circ}08'59'' W$   
 $CD = 152.49'$

CURVE DATA

$\Delta = 18^{\circ}40'21''$   
 $R = 100.00'$   
 $T = 16.44'$   
 $L = 32.59'$   
 $CB = S 9^{\circ}08'59'' W$   
 $CD = 32.45'$

EASEMENT REFERENCES  
VOL. B0005, PG. 1768  
VOL. B0005, PG. 3073  
VOL. B2005, PG. 2784

ARAPAHO ROAD

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

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

Area = 3695.33 SQ. FT.

SCALE: 1=50'

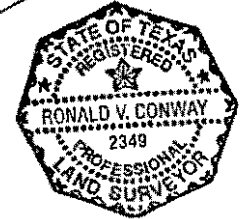
25' BUILDING LINE

15' DRAINAGE & UTILITY ESM'T

20' BUILDING LINE

CONC. SIDEWALK

CONC. PAVT.



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

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

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*Ronald V. Conway 5/1/98*

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

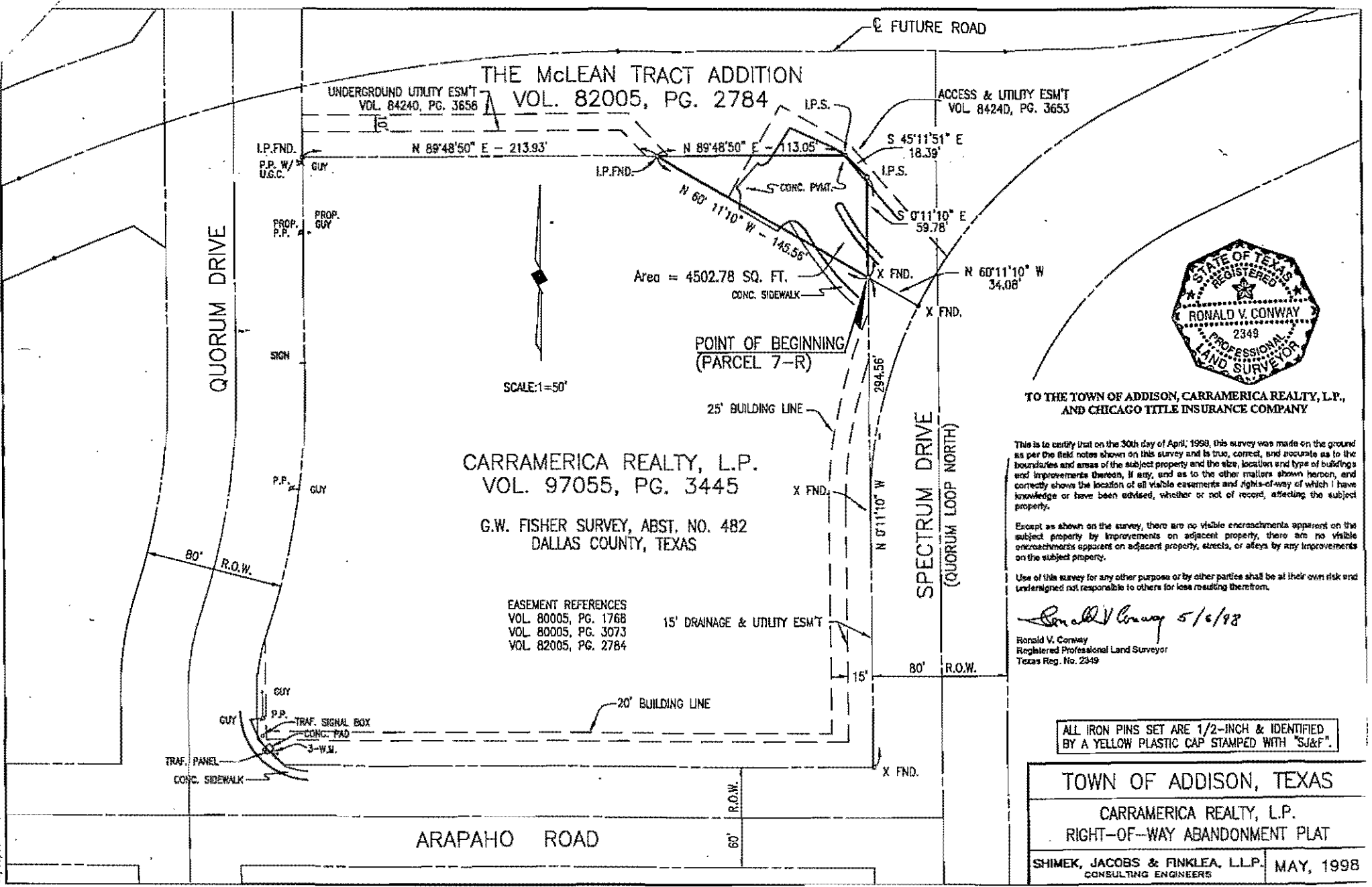
ALL IRON PINS SET ARE 1/2-INCH & IDENTIFIED  
BY A YELLOW PLASTIC CAP STAMPED WITH "SJ&F".

TOWN OF ADDISON, TEXAS

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

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

MAY, 1998



THE McLEAN TRACT ADDITION  
VOL. 82005, PG. 2784

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

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

QUORUM DRIVE

SPECTRUM DRIVE  
(QUORUM LOOP NORTH)

ARAPAHO ROAD

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

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

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

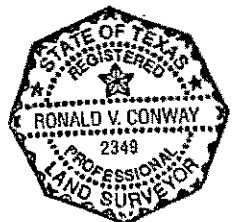
Area = 4502.78 SQ. FT.  
CONC. SIDEWALK

POINT OF BEGINNING  
(PARCEL 7-R)

25' BUILDING LINE

15' DRAINAGE & UTILITY ESM'T

20' BUILDING LINE



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

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

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*Ronald V. Conway* 5/6/98

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

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

TOWN OF ADDISON, TEXAS

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

SHIMEK, JACOBS & FINKLEA, L.L.P. CONSULTING ENGINEERS MAY, 1998



TOWN OF  
**ADDISON**

**PUBLIC WORKS**

To: Hardy Thompson

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

Company: Cowles & Thompson

FAX #: ✓

Date: 6-17-98

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

# of pages (including cover): 4

Re: CarrAmerica

Original in mail

Per your request

FYI

Call me

Comments: Non foreign Affidavit attached -

*Probably  
not  
necessary*

Who needs to sign this?

What about signing the rest of  
the documents?

*mechanics to close  
and does to Carr?*

*Jim*

*Title Policy Premium*

# Chicago Title

Dallas Direct

## FAX TRANSMITTAL

*The materials enclosed with this facsimile transmission are private and confidential and are the property of the sender. The information contained in the material is privileged and is intended only for the use of the individuals(s) or entities(s) named below. If you are not the intended recipient, be advised that any unauthorized disclosure copying, distribution or the taking of any action in reliance on the contents of this information is strictly prohibited. If you have received this facsimile transmission in error, please immediately notify us by telephone to arrange for return of the forwarded documents to us.*

**TO:** Jim Peirce 972-450-2837  
Town of Addison

**FROM:** Sara Walser  
Assistant to Sue Jackson Johnson  
Assistant Vice President

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

Please find the Non-Foreign Affidavit which we will need you to sign <sup>at</sup> and closing along with the other Seller documents. Please call me with any questions.

Number of Pages: 3

Date: June 17, 1998

Time: 10:52 am

Main Office  
350 N. St. Paul, Suite 250  
Dallas, Texas 75201  
Phone: 214-720-4000  
Fax: 214-965-1625



NON-FOREIGN PERSON AFFIDAVIT

THE STATE OF TEXAS                   §  
  §  
COUNTY OF DALLAS                   §

BEFORE ME, the undersigned authority and notary public in and for state and county aforesaid, on this day personally appeared \_\_\_\_\_ ("Affiant"), to me well known, and who, after being by me duly sworn, did depose and state that:

1. I am not a nonresident alien for purposes of U. S. income taxation;
2. my U. S. taxpayer identifying number (Social Security number) is \_\_\_\_\_; and
3. my address is Town of Addison, 16801 Westgrove, Addison, Texas 75001 .

I understand that this certification may be disclosed to the Internal Revenue Service by the transferee and that any false statement I have made here could be punished by fine, imprisonment or both.

Under penalties of perjury I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct, and complete.

Town of Addison

Date: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

SWORN TO AND SUBSCRIBED BEFORE ME by the said  
\_\_\_\_\_, this \_\_\_ day of June, 1998.

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

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

MODE = TRANSMISSION

START=06-17 12:47PM

END=06-17 12:50PM

NO.	COM	SPEED NO	STATION NAME/ TELEPHONE NO.	PAGES
001	OK	5	9 214 672 2020	004

-Addison Svc Ctr -Upstairs-

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

# Chicago Title

Dallas Direct

## FAX TRANSMITTAL

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**TO:** Scott Morehouse, Esq. 202-861-0473  
Hardy E. Thompson, III 214-672-2020  
Jim Pierce 972-450-2837

**FROM:** Sara Walser  
Assistant to Sue Jackson Johnson  
Assistant Vice President

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

We are in receipt of the Exchange Agreement and Special Warranty Deeds between the Town of Addison and CarrAmerica Realty, L.P. and will hold them in escrow until the closing takes place.

Please call me with any questions.

Number of Pages: 1

Date: June 17, 1998

Time: 11:23 pm

Main Office  
350 N. St. Paul, Suite 250  
Dallas, Texas 75201  
Phone: 214-720-4000  
Fax: 214-965-1625

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

8333 Douglas Avenue, #820

Dallas, Texas 75225-5816

Fax (214) 361-0204

Phone (214) 361-7900

***FAX TRANSMISSION COVER SHEET***

Fax Number: 972-450-2834

From: Ron Conway

Number of Pages Transmitted (including this one)

**2**

Date: June 16, 1998

To: Jim Pierce

---

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I will transmit full copies via the mail.

☐ FUTURE ROAD

# THE McLEAN TRACT ADDITION

UTILITY ESM'T  
VOL. 240, PG. 3658

VOL. 82005, PG. 2784

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

N 89°48'50" E - 213.93'

N 89°48'50" E - 113.05'

S 45°11'51" E  
18.39'

I.P.FND.

I.P.S.

I.P.S.

N 60°17'10" W - 145.56'

CONC. PMT.

S 0°11'10" E  
59.78'

Area = 4502.78 SQ. FT.

CONC. SIDEWALK

X FND.

N 60°11'10" W  
34.08'

X FND.

POINT OF BEGINNING  
(PARCEL 7-R)

SCALE: 1=50'

EXISTING OFFICE BUILDING

25' BUILDING LINE

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

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

X FND.

N 0°11'10" W  
294.56'

SPECTRUM DRIVE  
(QUORUM LOOP NORTH)

TO THE

This is to certify as per the file boundaries as and improve correctly show knowledge of property.

Except as of subject property encroachment on the subject

Use of this & undersigned

Ronald V. C  
Registered L  
Texas Reg.

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

15' DRAINAGE & UTILITY ESM'T

80' R.O.W.

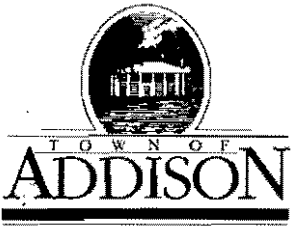
20' BUILDING LINE

X FND.

R.O.W.  
60'

ARAPAHO ROAD

SHIM



**Public Works / Engineering**

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

**LETTER OF TRANSMITTAL**

DATE	6-8-98	JOB NO.
ATTENTION		
RE:	Carr America Arapaho Road Land Exchange	

TO Hardy Thompson  
Cowles & Thompson

**GENTLEMAN:**

**WE ARE SENDING YOU**

- Shop Drawings
- Copy of letter

- Attached
- Prints
- Change order

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

COPIES	DATE	NO.	DESCRIPTION
1			Comments from lenders attorney, Scott Morehouse

**THESE ARE TRANSMITTED as checked below:**

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

**REMARKS**

Please help with the comments. Carr America will pay the fees mentioned in comment 2. I will get a letter re comment 3. I have faxed the comments on the parcel descriptions to the respective surveyors for checking. Need your help with the rest. Need this ASAP.

**COPY TO** \_\_\_\_\_

Thanks,  


**SIGNED:**

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

# MAYER, BROWN & PLATT

2000 PENNSYLVANIA AVENUE, N.W.

WASHINGTON, D.C. 20006-1882

MAIN TELEPHONE  
202-463-2000  
MAIN FAX  
202-861-0473

## MULTIPLE TRANSMISSION FACSIMILE COVER SHEET

Time: 7:45 PM

PAGES 28

ALL PAGES MUST BE  
NUMBERED

Date: June 5, 1998

TELEPHONE: (202) 778-8721

FROM: Scott A. Morehouse

### TO THE FOLLOWING:

TO: NAME/FIRM: Marilyn Lucas

CONFIRM #: CarrAmerica (DC) FAX #: (202) 638-0120

TO: NAME/FIRM: Scottie Breault Comer

CONFIRM #: CarrAmerica (Dallas) FAX #: (972) 404-2201

SPECIAL INSTRUCTIONS: 2914/96340872



THIS MESSAGE IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHICH IT IS ADDRESSED AND MAY CONTAIN INFORMATION THAT IS 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 BY TELEPHONE AND RETURN THE ORIGINAL MESSAGE TO US AT THE ABOVE ADDRESS VIA THE U.S. POSTAL SERVICE. THANK YOU.

Messages transmitted via: Pitney Bowes — 202-861-0473

IF YOU HAVE ANY TRANSMISSION DIFFICULTY, PLEASE CONTACT  
THE FACSIMILE DEPARTMENT AT 202-463-2000



# MAYER, BROWN & PLATT

2000 PENNSYLVANIA AVENUE, N.W.

WASHINGTON, D.C. 20006-1882

## MEMORANDUM

June 5, 1998

VIA FACSIMILE

**TO:** CarrAmerica Realty Corporation  
 Marilyn Lucas  
 Scottie Breault-Comer

**FROM:** Scott A. Morehouse

**RE:** Quorum North Land Swap

*Handwritten notes and signatures:*  
 - A large oval contains the date "June 5, 1998" and a signature that appears to be "Scott Morehouse".  
 - A smaller oval below it contains another signature, possibly "Scott".

Enclosed are my comments to the following documents:

1. Special Warranty Deeds. With the exception of the enclosed changes, the deeds are acceptable as long as Chicago Title approves them. However, the legal descriptions attached do not match the legal description of our property contained in our deed, survey or title policy. I have asked Chicago Title if a contiguity endorsement is available. This may be a problem if an endorsement is not available. I have asked Sue Johnson how we can resolve this issue.

2. Exchange Agreement. It is not clear from the agreement that the Town will pay the lender's fees and the lender's attorney's fees. At this point, the lender has requested a \$1,000 administrative charge and has incurred \$3,150 in attorneys fees to date, which is likely to increase. The Town should pay for these costs.

*Handwritten note:* Scott - I have already requested these checks! - I am holding them for closing.

3. Letter from the Town re: Non-Conforming Uses. As you may know, there is currently a 25-foot building setback on both sides of the building. The parking structure along Quorum Drive currently violates the setback. The dedication significantly increases the current violation along Quorum Drive and may put the eastern portion of the building along Spectrum Drive in violation. The letter does not address the fact that the Spectrum Drive side of the building may also become a non-conforming use.

54085924.1

*Handwritten notes:*  
 - An arrow points to the word "dedication" in the third item, with the note: "I've got revised letter if possible."  
 - To the right, another note says: "Letter sent".

**MAYER, BROWN & PLATT**

Marilyn Lucas  
Scottie Breault-Corner  
June 5, 1998  
Page 2

In addition, please be sure you read the nonconforming use section of the attachment to the letter. In particular, please note that in the event that more than 50% of the building is destroyed CarrAmerica will not be able to rebuild in the current location (i.e., the then-applicable setback - now 25 feet - would apply). In addition, you may encounter limitations on your ability to repair and alter the building and the parking structure due to the setback violations. Due to the potential significance of this issue, I recommend that you obtain a local zoning counsel to review the letter.

Also enclosed is a draft closing checklist for your use and information. As you can see, there are a number of items to be completed for this "simple" swap.

I am sending a copy of my comments to Sue Johnson and the lender's counsel under separate cover.

As I do not know who prepared the documents and the legal descriptions, please forward them to the appropriate person(s).

If you have any questions, please do not hesitate to call.

S.A.M.

Enclosures

MBP  
6/5/98

### EXCHANGE AGREEMENT

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

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

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

*as part of a right-of-way dedication to Addison,*

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

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

*Need Exhibits I-VI*

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

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

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

*including Chicago Title's Escrow fees, it may, and all of CarrAmerica's lender fees and title fees.*

*who pays CarrAmerica's administration fees + attorney's fees?*

*excepting only permitted encumbrances contained in the special warranty Deed.*

*Carr America will want an owners policy*

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

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

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

WITNESS our hands this \_\_\_\_\_ day of \_\_\_\_\_, 1998.

CarrAmerica Realty, L.P., a Delaware  
limited partnership  
By: CarrAmerica Realty GP Holdings, Inc.  
By: *[Signature]*  
Authorized Representative

TOWN OF ADDISON

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

ATTEST:

\_\_\_\_\_  
Carmen Moran, City Secretary

MBP  
6/5/98

State of Texas

§  
§  
§

County of Dallas

Sue  
- Form OK?  
- what about  
differences in  
the legal?

**SPECIAL WARRANTY DEED**

**DATE:**

**GRANTOR'S NAME:** Town of Addison, Texas

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

*(Handwritten circle around "Carramerica" with a horizontal line through it)*

**GRANTEE'S ADDRESS:**

~~Carramerica Realty, L.P.  
14901 Quorum Drive #100  
Dallas, Texas 75240~~

Carramerica Realty, L.P.  
1850 K Street, N.W.  
5th Floor  
Wash DC 20006

**CONSIDERATION:**

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

**PROPERTY DESCRIPTION:**

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

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

**CONVEYANCE:**

Grantor, for the stated consideration, hereby grants, bargains, sells, transfers, assigns, and conveys to Grantee the Property, to have and hold the Property, subject to the Permitted Exceptions (defined below) to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever, and Grantor binds Grantor and Grantor's heirs, executors, administrators and successors to WARRANT and FOREVER DEFEND all and singular the Property, subject to the Permitted Exceptions to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty, when the claim is by, through, or under Grantor but not otherwise.

**PERMITTED EXCEPTIONS**

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

**MISCELLANEOUS:**

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

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

Town of Addison

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

Print Name: \_\_\_\_\_

Title:

State of Texas §

§

County of Dallas §

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

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

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

Printed name:

Date:12/17/97

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

**TOWN OF ADDISON, TEXAS**

**PARCEL 7-R**

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

BEGINNING, at an X found cut in a concrete driveway, said X being N 0°11'10" W, a distance of 284.56 from the original southeast corner of said 9.645 acre tract and the southeast corner of a 2.863 acre tract of land conveyed to CarrAmerica Realty L.P., a Delaware limited partnership, in Volume 97055, Page 3445 of the Deed Records of Dallas County, Texas, as evidenced by an X found cut in a concrete sidewalk, said X also being where the west right-of-way of Spectrum Drive, (an 80 foot right-of-way) intersects with the north right-of-way line of Arapaho Road (an 60 foot right-of-way), and said Point of Beginning also being N 60°11'10" W, 34.08 feet from the most easterly northeast corner of said 2.863 acre tract of land as evidenced by an X found cut in concrete pavement;

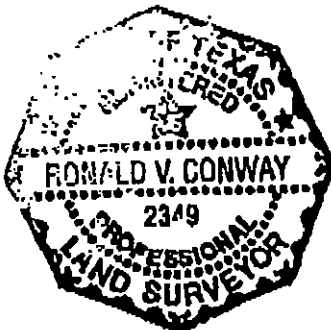
THENCE N 60°11'10" W, along the most easterly north line of said 2.863 acre tract for a distance of 145.56 feet to an iron pin found for a corner;

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

THENCE <sup>S</sup>(N) 45°11'51" <sup>E</sup>(W) a distance of 18.39 feet to an iron pin for a corner;

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

doesn't match our current property line



*Ronald V. Conway*  
12/17/97

**Permitted Reservations From and Exceptions to Conveyance and Warranty:**

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

**Exhibit "B"**



MBP  
6/5/98

Sue:  
Form ok  
with  
Chicago Title?

What do we  
do about the  
different legal?

State of Texas

§  
§  
§

County of Dallas

**SPECIAL WARRANTY DEED**

**DATE:**

**GRANTOR'S NAME:**

Carrameica Realty, L.P.

**GRANTEE'S NAME:**

Town of Addison, Texas

**GRANTEE'S ADDRESS:**

Addison Town Hall  
5300 Belt Line Road  
Addison, Texas 75240

**CONSIDERATION:**

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

**PROPERTY DESCRIPTION:**

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

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

**CONVEYANCE:**

Grantor, for the stated consideration, hereby grants, bargains, sells, transfers, assigns, and conveys to Grantee the Property, to have and hold the Property, subject to the Permitted Exceptions (defined below) to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever, and Grantor binds Grantor and Grantor's heirs, executors, administrators, successors and assigns to WARRANT and FOREVER DEFEND all and singular the Property, subject to the Permitted Exceptions to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty, when the claim is by, through or under Grantor but not otherwise.

**PERMITTED EXCEPTIONS**

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

**MISCELLANEOUS:**

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

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

*Carr America Realty, L.P.,  
a Delaware limited partnership  
By: Carr America Realty GP  
Holdings, Inc. Its sole  
general partner*

Carramerica Realty, L.P.,  
By: Carr America Realty GP Holdings, Inc. ← all

By: *Karen B. Deegan*  
Print Name: *Karen B. Deegan*

Title: *Senior Vice President*

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
State of *Texas* §  
County of *Dallas* §

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

*Carr America Realty GP Holdings, Inc.,  
the sole general partner of*  
Notary Public, State of *Texas*  
Printed name: \_\_\_\_\_

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

*Deed  
will be signed in DC not TEXAS*

Date:12/29/97

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

*The Boundary lines  
in this description  
do not line up with  
CarrAmerica deed  
or survey.*

**PARCEL 6-1-R**

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

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

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

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

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

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

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

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

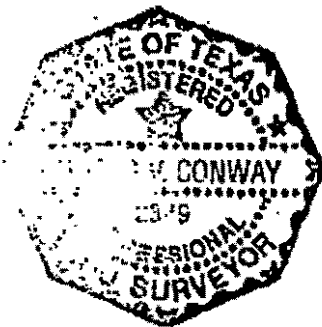
**THENCE** N 44°50'06" W, along the south line of said CarrAmerica tract and along a corner clip at the northeast corner of Arapaho Road, (a 80 foot right-of-way) and Quorum Drive, (an 80 foot right-of-way), for a distance of 14.23 feet to an X found cut in a concrete sidewalk for a corner;

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

THENCE along said curve the right, for a distance of 35.85 feet to an iron pin found, said iron pin being a point for a reverse curve to the left, said curve to the left having a radius 460.00 feet, a central angle of 18°40'21", a tangent of 75.63 feet and a chord bearing of N 0°08'50" E, a distance of 149.25 feet;

THENCE along said curve the left, for a distance of 149.01 feet to the point of tangency;

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



*Ronald V. Conway*  
12/29/97

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

BEING 0.033 of an acre tract of land situated in the G.W. Fisher Survey, Abstract No. 452, Town of Addison, Dallas County, Texas and being a portion of that tract of land described in instrument to Carramerica Realty, L.P. as recorded in Volume 97055 Page 3445 of the Deed Records of Dallas County, Texas and being a part of McLean Tract, an addition to the Town of Addison, Texas as recorded in Volume E2005, Page 2784 of the Deed and Map Records, Dallas County, Texas and being more particularly described as follows:

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

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

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

TOWN OF  
**ADDISON**

*Faxed*

**PUBLIC WORKS**

To: Eric Yahouty

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

Company: Huitt-Zollars

FAX #: 214-871-0757

Date: 6-8-98

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

# of pages (including cover): 2

Re: CarrAmerica Parcel 6-2

- Original in mail       Per your request       FYI       Call me

Comments: We have received comments  
back from the lenders attorney  
regarding our land exchange  
and the attached came back as  
a "comment"

Please check the call circled  
and verify.

Please give me a call -

*Jim*

## LAND DESCRIPTION

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

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

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

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

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

6-9-98

Not met  
Recent description  
same on both

Find nothing wrong  
with bearing  
Projection of  
line of ROW

MODE = TRANSMISSION

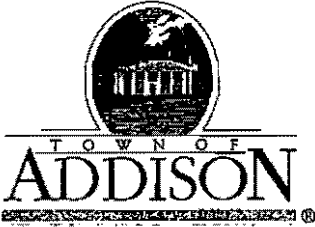
START=06-08 05:13PM

END=06-08 05:14PM

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-Addison Svc Ctr -Upstairs-





**PUBLIC WORKS DEPARTMENT**

(972) 450-2871

Post Office Box 9010 Addison, Texas 75001-9010

16801 Westgrove

June 9, 1998

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

Re: 5025 Arapaho Road Building Setback from Spectrum Drive

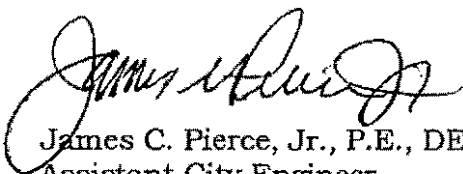
Dear Ms. Breault-Comer:

In response to your lender's attorney, the CarrAmerica building at the above address was constructed with a 25 foot setback from the southern part of Spectrum Drive, and the building was constructed parallel with the alignment of the southern part of Spectrum Drive. Our project simply projects the right-of-way of Spectrum Drive in a straight line north, from the southern alignment, and parallel to your building, thereby keeping a 25 foot setback all along Spectrum Drive. The Spectrum side of the building will continue to be a conforming use.

Please do not hesitate to call me if I can be further assistance in this matter.

Very truly yours,

Town of Addison



James C. Pierce, Jr., P.E., DEE  
Assistant City Engineer

cc: John Baumgartner, Director of Public Works  
Carmen Moran, Director of Development Services

TOWN OF  
**ADDISON**

*Faxed*

**PUBLIC WORKS**

To: Ron Conway

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

Company: Shimik, Jacobs

FAX #: 214-361-0204

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

Date: 6-8-98

# of pages (including cover): 5

Re: Carr America

- Original in mail
- Per your request
- FYI
- Call me

Comments: We have received comments back from the lenders attorney as per attached:  
Parcel 7-R: One call doesn't match current property line. The N45-11-51W call has been corrected.

Parcel 6-1-R - Boundary line match-up comment.

Please check out and resolve these comments.

*6-9-98*  
 Ron will call of  
 Gae @ Title Co  
 Attorney in Wash D.C.  
 if necessary

*Jim Pierce*

Date:12/17/97

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

**TOWN OF ADDISON, TEXAS**

**PARCEL 7-R**

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

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

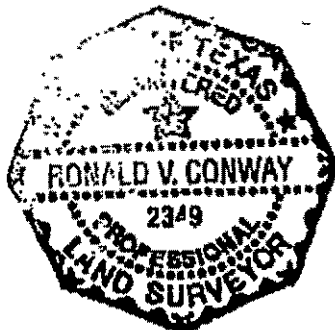
THENCE N 60°11'10" W, along the most easterly north line of said 2.863 acre tract for a distance of 145.56 feet to an iron pin found for a corner;

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

THENCE <sup>S</sup>(N) 45°11'51" <sup>E</sup>(W) a distance of 18.39 feet to an iron pin for a corner;

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

] doesn't  
match  
our  
current  
property  
line



*Ronald V. Conway*  
12/17/97

**Permitted Reservations From and Exceptions to Conveyance and Warranty:**

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

**Exhibit "B"**

Date:12/29/97

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

*The Boundary lines  
in this description  
do not line up with  
CarrAmerica deed  
or survey.*

**PARCEL 6-1-R**

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

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

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

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

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

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

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

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

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

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

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

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

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



*Donald V. Conway*  
12/29/97

MODE = TRANSMISSION

START=06-08 05:07PM

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-Addison Svc Ctr -Upstairs-

TOWN OF

ADDISON

*Faxed*

PUBLIC WORKS

To: Hardy Thompson

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

Assistant City Engineer

Company: Cowles & Thompson

Phone: 972/450-2879

FAX: 972/450-2837

FAX #: \_\_\_\_\_

Date: 6-10-98

16801 Westgrove

P.O. Box 9010

Addison, TX 75001-9010

# of pages (including cover): 7

Re: Carr America / Arapaho Road

Original in mail

Per your request

FYI

Call me

Comments: Please see attached from Sara Walser.

I have attached a copy of the resolution authorizing the transaction. However, I just realized, since that resolution was passed, we negotiated some changes in the swap at Carr America's request. We were giving them more land than they were giving us. They asked that the land exchange be evened up more - so they agreed to give us more land - a strip along quorum drive (10' wide). Therefore, the acreages in the resolution don't match the proposed exchange. I will prepare a new recommendation for council for their 6/23 meeting if you think this may be a sticking point. Please call

Jim



# Chicago Title

Dallas Direct

## FAX TRANSMITTAL

The materials enclosed with this facsimile transmission are private and confidential and are the property of the sender. The information contained in the material is privileged and is intended only for the use of the individual(s) or entities(s) named below. If you are not the intended recipient, be advised that any unauthorized disclosure, copying, distribution or the taking of any action in reliance on the contents of this information is strictly prohibited. If you have received this facsimile transmission in error, please immediately notify us by telephone to arrange for return of the forwarded documents to us.

**TO:** Jim Peirce 972-450-2837  
Town of Addison

**FROM:** Sara Walser  
Assistant to Sue Jackson Johnson  
Assistant Vice President

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

*For Whitehead  
Carmen?  
on our  
property*

CarrAmerica tells me the land swap may be closing the end of this week. There are a couple of documents I need you to provide me with before closing.

- 1) Estoppel Certificate from Quorum North Protective Corporation stating that all past dues, assessments and charges have been paid or an invoice for payment at closing of any past due assessments.
- 2) Corporate Resolution by the Board of Directors of Town of Addison authorizing the transaction;
- 3) Non-Foreign Affidavit. If you do not have an attorney, I can prepare one for you. Please let me know.

*Get from  
Quorum North  
Need Now  
ask Sara  
to do this*

Attached please find our Affidavit as to Debts and Liens and Parties in Possession which we'll need signed at closing also.

Number of Pages: 3

Date: June 9, 1998

Time: 2:10 pm

*OK exp 3 F  
Hardy will check*

*Send Hardy a  
copy*

*Sara  
will  
prepare  
6-11-98*

Main Office  
350 N. St. Paul, Suite 250  
Dallas, Texas 75201  
Phone: 214-720-4000  
Fax: 214-965-1625

*Hardy working on parking  
consents*

**AFFIDAVIT AS TO DEBTS AND LIENS and PARTIES IN POSSESSION  
(Sale Corporation or Partnership)**

Property Address:

GF#:98-M-492660-SEJ

BEFORE ME, the undersigned authority, on this day, personally appeared the undersigned (hereinafter called AFFIANT)(whether one or more) and each on his oath, deposes and says, as follows:

1. **Town of Addison** (hereinafter called SELLER) is the owner of the following described property, to wit:

SEE ATTACHED DESCRIPTION

2. Seller is desirous of selling the above described property and has requested CHICAGO TITLE INSURANCE COMPANY to issue certain Title Insurance Policies, as appropriate.
3. In connection with the issuance of such policies, Affiant makes the following statements of fact:
- a. That Seller owes no past due Federal or State taxes and that there are no delinquent Federal assessments presently existing against Seller, and that no Federal or State liens have been filed against Seller.
  - b. That there are no delinquent State, County, City, School District, Water District, or other governmental agency taxes due or owing against said property and that no tax suit has been filed by any State, County, City, School District, Water District, or other governmental agency for taxes levied against said property.
  - c. All improvements have been completed in a workmanlike manner, if any, and all labor and materials used in the construction of such improvements, if any, on the above described property have been paid for and there are now no unpaid labor or material claims against the improvements or repairs, if any, on the property upon which same are situated, and Affiant hereby declares that all sums of money due for the erection of improvements, if any, have been fully paid and satisfied and there are no Mechanic's or Materialman's liens against the hereinabove described property.
  - d. That no paving assessment or lien has been filed against the hereinabove described property, and Seller owes no paving charges.
  - e. That there are no judgment liens against Seller.
  - f. That there are no suits pending against Seller in Federal or State Court.
  - g. That Affiant knows of no adverse claim to the hereinabove described property and that so far as Affiant knows there are no encroachments or boundary conflicts.
  - h. Seller has not heretofore sold, contracted to sell or conveyed any part of said property other than in connection with this sale.
  - i. No unpaid debts for electric or plumbing fixtures, water heaters, floor furnaces, air conditioners, radio or television antennae, carpeting, rugs, lawn sprinkling systems, venetian blinds, window shades, draperies, electric appliances, fences, street paving, or any personal property or fixtures that are located on the subject property described above, and that no such items have been purchased on time payment contracts, and there are no security interests on such property secured by financing statements, security agreement or otherwise except the following:

Secured Party

Approximate Amount

NONE

- j. No loans or indebtedness of any kind on such property except the following:

Creditor

Approximate Amount

NONE

4. Affiant(s) and/or affiant(s) predecessors in title have not:  
(i) entered into any oral or written lease agreements;  
(ii) given permission to use, occupy, or enter, or  
(iii) otherwise granted or suffered any possessory rights of any nature whatsoever which are presently existing as of this date except to NONE

Further, affiant(s) state(s) that he/she/they is/are familiar with the Property and that he/she/they know(s) that there is no person (whether one or more) occupying, using, or claiming the Property or any part thereof, adversely or hostilely, or under any claim or color of title whatever; and further state(s) with respect to the above representation that his/her/their knowledge of the Property is such that were such person in such possession, occupation or use, he/she/they would have knowledge of it.

5. Affiant recognizes that but for the making of the hereinabove statement of facts relative to the hereinabove described property CHICAGO TITLE INSURANCE COMPANY would not issue either its OWNER'S or MORTGAGEE'S Title Insurance Policy on said property, and that such statements have been made as a material inducement for the issuance of such policies.

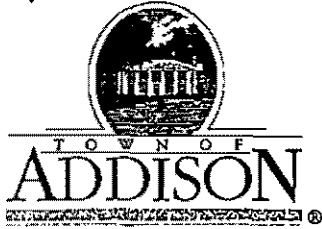
EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

TOWN OF ADDISON

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

SUBSCRIBED AND SWORN TO BEFORE ME, the undersigned authority, by the said \_\_\_\_\_  
\_\_\_\_\_ for \_\_\_\_\_ on behalf of  
said corporation to certify which, witness my hand this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
Notary Public \_\_\_\_\_  
Commission Expires \_\_\_\_\_



Post Office Box 9010 Addison, Texas 75001-9010

5300 Belt Line Road

(972) 450-7000  
FAX (972) 450-7043

**TO WHOM IT MAY CONCERN**

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

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

City Secretary

ATTEST:

SEAL

**RESOLUTION NO. R97-096**

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

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

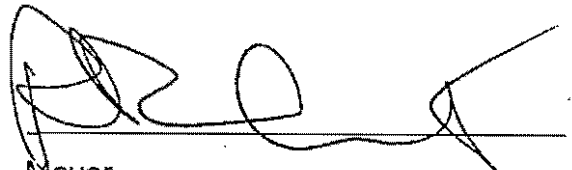
WHEREAS, the construction of the new Arapaho Road will require acquisition of right-of-way at the intersection of Spectrum Drive and Arapaho Road; and

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

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

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

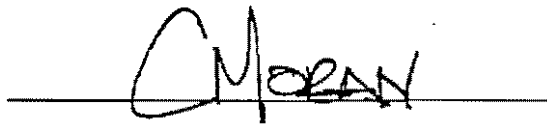
DULY PASSED BY THE CITY COUNCIL OF THE TOWN OF ADDISON,  
TEXAS, this the 28th day of October, 1997.



\_\_\_\_\_

Mayor

ATTEST:



\_\_\_\_\_

City Secretary

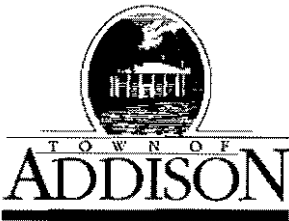
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-Addison Svc Ctr -Upstairs-



# LETTER OF TRANSMITTAL

**Public Works / Engineering**

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

DATE	6-12-98	JOB NO.
ATTENTION		
RE:	Arapaho Rd	
	CarrAmerica	

TO Hardy Thompson  
Cowles & Thompson

**GENTLEMAN:**

**WE ARE SENDING YOU**

- Shop Drawings
- Copy of letter

- Attached
- Prints
- Change order

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

COPIES	DATE	NO.	DESCRIPTION
1			Parcel Maps & Descriptions for Parcel 7-R, 6-1-R and 6-2

**THESE ARE TRANSMITTED as checked below:**

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

REMARKS 7-R is from Town to CarrAmerica  
6-1-R & 6-2 is from CarrAmerica to Town  
These are the latest - -

COPY TO \_\_\_\_\_

SIGNED: Jan Lucie

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





TOWN OF  
**ADDISON**

**PUBLIC WORKS DEPARTMENT**

(972) 450-2871

Post Office Box 9010 Addison, Texas 75001-9010

16801 Westgrove

Date: June 10, 1998

## **MEMORANDUM**

To: Ron Whitehead, City Manager

From: Jim Pierce, Assistant City Engineer *J.P.*

Subject: CarrAmerica Land Exchange

At its meeting on October 28, 1997, City Council passed a resolution authorizing an exchange of land for street right-of-way purposes along Arapaho Road and Spectrum Drive. The Town was to receive two parcels of 0.003 acres and 0.033 acres respectively, and CarrAmerica was to receive one tract of land of 0.1592 acres that was owned by the Town.

After the resolution was passed, CarrAmerica requested that the land exchange be made more even in land area, as they did not desire to acquire that much more additional property at this time. Negotiations continued, and an understanding was reached that would be acceptable to CarrAmerica, and the Town, as follows:

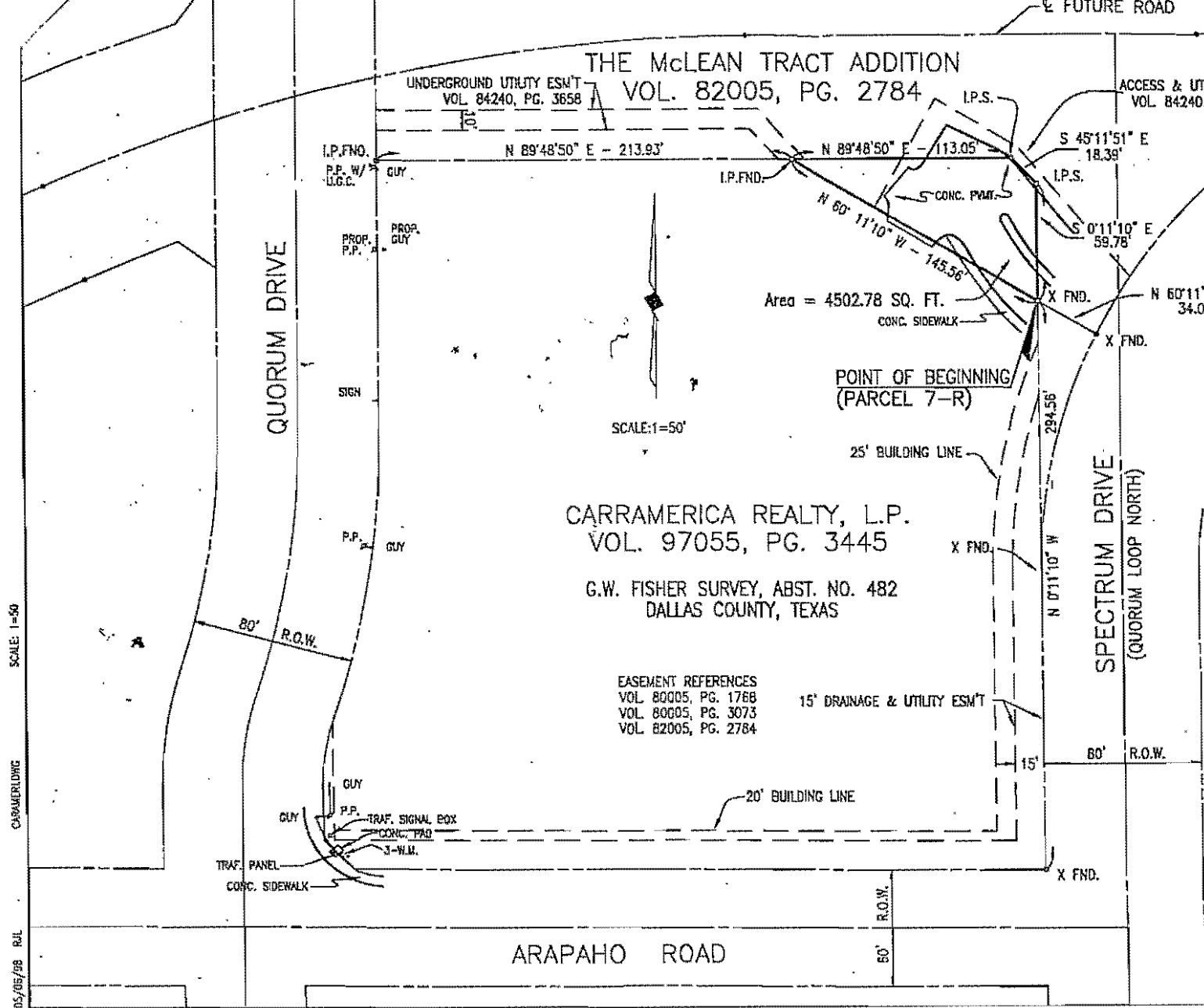
The Town will convey Parcel 7-R, containing 4,502.78 square feet, to CarrAmerica.

CarrAmerica will convey Parcel 6-1-R, containing 3,695.33 square feet, and Parcel 6-2, containing 1,437.48 square feet to the Town of Addison.

Copies of the parcel maps are attached. Parcel 6-1-R will be particularly useful to the Town for future streetscape construction along Quorum Drive.

Staff recommends the City Manager be authorized to proceed with the land exchange with CarrAmerica Realty, L.P. as described above.

Cc: John Baumgartner, Director of Public Works



SCALE: 1"=50'

CADD/DR/LING

05/05/99 R/L

THE McLEAN TRACT ADDITION  
VOL. 82005, PG. 2784

UNDERGROUND UTILITY ESM'T  
VOL 84240, PG. 3658

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

Area = 4502.78 SQ. FT.  
CONC. SIDEWALK

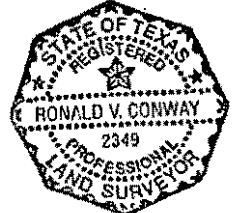
POINT OF BEGINNING  
(PARCEL 7-R)

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

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

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

15' DRAINAGE & UTILITY ESM'T



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

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

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

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

*Ronald V. Conway* 5/6/98

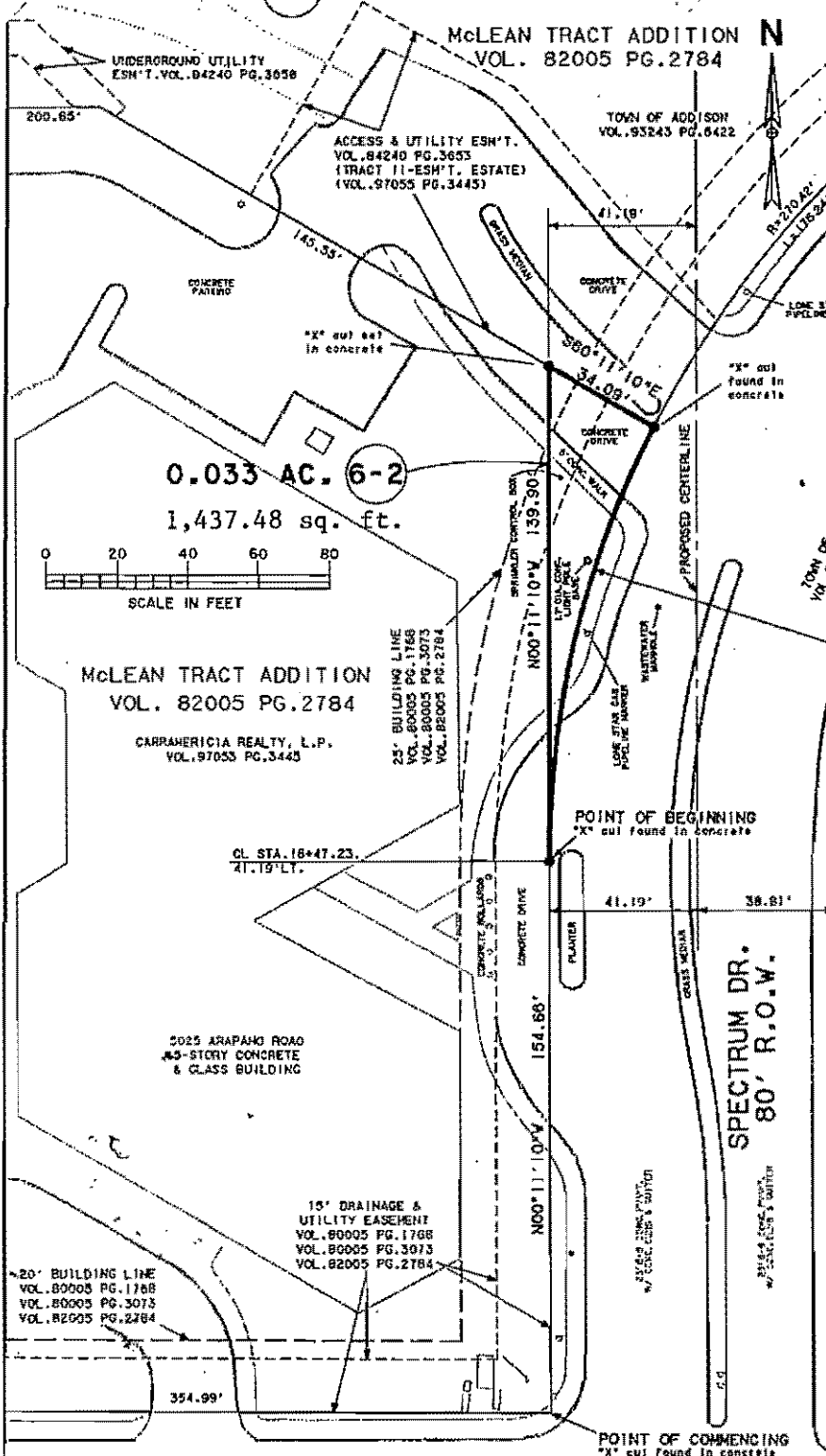
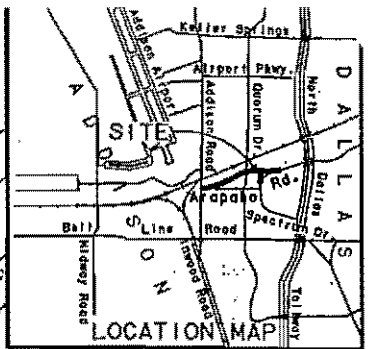
Ronald V. Conway  
Registered Professional Land Surveyor  
Texas Reg. No. 2349

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

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



McLEAN TRACT ADDITION  
VOL. 82005 PG.2784



**0.033 AC. 6-2**  
1,437.48 sq. ft.

SCALE IN FEET  
0 20 40 60 80

McLEAN TRACT ADDITION  
VOL. 82005 PG.2784  
CARRAMERICA REALTY, L.P.  
VOL. 97053 PG.3445

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

MEPC QUORUM PROPERTIES INC.  
VOL. 81133 PG.0162

G.W. FISHER SURVEY ABST. NO. 482

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

ARAPAHO ROAD  
60' R.O.W.

SPECTRUM DR.  
80' R.O.W.

To: Town of Addison, CarrAmerica Realty, L.P., and Chicago Title Insurance Company  
This is to certify that the above survey was made under my supervision on October 2, 1997 and that the notes and bounds shown thereon are true and correct to the best of my knowledge. The survey refers to the Commitment for Title Insurance issued by Chicago Title Insurance Company, 68-19841-492805-SE1, of effective date February 23, 1996, issued April 29, 1998 for all matters of record affecting the subject tract. The easements, rights-of-way and other matters of record affecting the subject tract are shown based on said title commitment.

For Huitt-Zollars, Inc.  
*Eric J. Kahoud* 4.30.98  
ERIC J. KAHOU, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4862

BASIS OF BEARINGS: The bearing of S 001°00' E along the west right-of-way line of Quorum Drive as per deed to the Town of Addison, recorded in Volume 90099, Page 00027, Deed Records, Dallas County, Texas.

HUITT-ZOLLARS  
3131 McKinney Avenue/Suite 800  
DALLAS, TEXAS 75214-8711-3311

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

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